

1 **BILL NO. S-16-09-04**

2  
3 ORDINANCE NO. S-86-16

4 AN ORDINANCE approving the award of Contract  
5 between Atos IT Solutions and Services, Inc. and  
6 the City of Fort Wayne, Indiana, in joint support of  
the IT needs of the City of Fort Wayne and Allen  
County, Indiana

7 **Whereas**, the City of Fort Wayne, City Utilities, and Allen County  
8 share an extensive information technology  
9 infrastructure;

10 **Whereas**, the City of Fort Wayne, City Utilities, and Allen County  
11 have engaged in an eighteen month project to write  
12 and evaluate an RFP for information technology  
13 services;

14 **Whereas**, the City of Fort Wayne, City Utilities, and Allen County  
15 wish to enter into a contract to maintain our  
16 information technology infrastructure over the next  
17 five years;

18  
19 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON**  
20 **COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**  
21

22 **SECTION 1.** That the Five (5) Year Contract, commencing  
23 January 1, 2017, by and between Atos IT Solutions and Services, Inc. and the  
24 City of Fort Wayne, Indiana, in joint support of the City of Fort Wayne and Allen  
25 County Indiana, is hereby approved in all respects. This approval is for the  
26 City's financial portion of this contract in an amount of fourteen million and nine  
27 hundred thousand dollars (\$14,900,000). This approval of the award of this

1 Contract is contingent upon Allen County taking all action necessary to approve  
2 the funding of their portion of this Contract.

3  
4 **SECTION 2.** That the City is authorized and directed to take all  
5 action necessary and proper for the formation of a contract with Atos IT  
6 Solutions and Services, Inc.

7  
8 **SECTION 3.** That this Ordinance shall be in full force and effect  
9 from and after its passage and any and all necessary approval by the Mayor.

10   
11 \_\_\_\_\_  
12 Council Member

13 APPROVED AS TO FORM AND LEGALITY

14   
15 \_\_\_\_\_  
16 Carol T. Helton, City Attorney

17 by LB  
18  
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20  
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27

Fort Wayne City Council  
c/o City Clerk' Office  
200 East Berry Street  
Fort Wayne, IN 46802

James Haley  
CIO  
City of Fort Wayne  
(260) 427-1461

Subject: Five Year Service Contract for IT Infrastructure

Members of City Council:

This ordinance is to authorize the purchase of the City's portion of a five year service contract for the shared IT infrastructure of the City and County. The City's portion of this contract is projected to be \$14,900,000 over the next five years.

The contract covers all aspects of the City and County's IT infrastructure: desktop computer, squad cars, servers, networks, user accounts, email, web sites, billing systems, accounting systems, public safety system and more. The City and County receive itemized invoices for services, and each unit pays the costs incurred by their unit.

The City and County have negotiated a contract with lower management and per unit rates than our previous contract, and have added additional services such as end-to-end incident management, business analysts, increased scope of support, and support for additional devices.

These services are critical to daily work of everyone in the City and County. Based on these factors, I strongly recommend funding the IT infrastructure services contract.

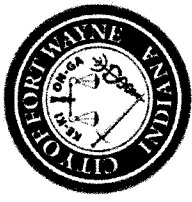
If you have any questions, please call me at 427-1461.

James Haley  
CIO  
City of Fort Wayne



# City and County IT Services Contract

2017 through 2021



# Partners

- Allen County, City Utilities, Civil City
- The three IT partners share a common IT infrastructure.
  - Shared networks, email, and equipment standards
  - And a shared IT services contract, which comes before Council tonight.

# City / County Scope of Service

JGHI



- 3,067 desktop computers
- 706 mobile computers
- 1,072 printers
- 243 servers
- 313 network devices
- 108 supported applications
- 925 service desks requests per month
- 340 installs, moves, and changes per month

# 2009 – 2016 Contract



- Our current IT contract started in 2009
- Includes a mix of fixed price and variable priced items
  - Variable per unit: computers, printers, scanners, firewalls, networks, service calls, systems
  - Fixed Price: Management services for applications, networks, Help Desk, Project Management
- The annualized total cost for City and County in 2016 projects to \$5.3 million.



## RFP Process

- The RFP project began in March 2015.
- Assisted by Premis, who also assisted in our previous RFP process.
- Interviewed 30 people from all sections of the City, County, and Utility.
- Assembled an evaluation team of eight City, County, and Utility people.
- Issued RFP #3972 on December 12, 2015.



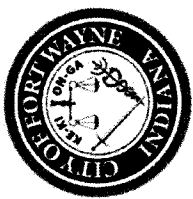
## RFP Process, continued

- Eight vendors joined the pre-bid conference.
- Three vendors submitted formal proposals.
- These three vendors were selected to present their proposal on-site.
- Two were selected for “Best and Final Offer” negotiations.
- The selection team recommended the award of the IT services contract go to Atos.



# Contract Rate Reduction

- Lower management and per unit rates.
  - (Based on current computer and network counts)
- 2017 rates drop 2% from current rates.
- Additional reductions in the next four years.
- 2021 per unit rates are 12% lower than 2017.



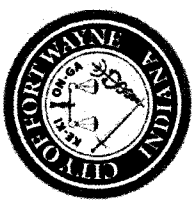
# Contract Enhancements

- Reductions in management and per unit rates
- 4 Business Analysts added to contract
- Improved access to Atos corporate resources
- End-to-End incident management, critical for 3rd party software support.
- Increased scope of support and devices



## **Contract Enhancements, cont.**

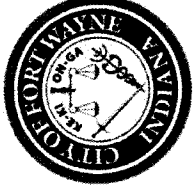
- **41 Service Level Agreements – Tracked monthly with penalties for non-compliance**
- **Emphasis on identifying new technologies**
- **Flexibility for introducing new technology**



JGH3

## Business Analysts

- Business Analysts help departments understand how technology applies to their specific issues, and guides building those applications.
- Indianapolis (another Atos client) has used this approach.<sup>JGH2</sup>



# Summary

- Our IT infrastructure runs in cooperation with Allen County and City Utilities.
- A formal RFP process, and “Best and Final Offer” process created a good contract.
- We receive additional services with unit cost reductions.



Fort Wayne, IN



Allen County, IN

**MASTER SERVICES AGREEMENT (MSA)  
STRATEGIC OUTSOURCING SERVICES  
INFRASTRUCTURE AND APPLICATION SERVICES**

**Version 8**

**Revision Date: 08/19/ 2016**

This Master Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the City of Fort Wayne and Allen County (hereinafter referred to as "the City/County") and ATOS, (hereinafter referred to as "Service Provider"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

Whereas, the City/County published a "Request for Proposal for Strategic Sourcing Services" dated December 10<sup>th</sup>, 2015 requesting proposals from qualified vendors. This Request for Proposal, together with all attachments and amendments, is referred to herein as the "RFP";

Whereas, in response to the RFP, the Service Provider submitted to the City/County a proposal dated February 11<sup>th</sup>, 2016, this proposal, together with all attachments, is referred to herein as the "Proposal"; and

Whereas, the City/County and the Service Provider have negotiated and now desire to enter into an agreement for the Service Provider to supply the professional services for/to the City/County, all in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

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## **1 INTERPRETATION AND INTENT**

The "Agreement", as referred to herein, shall mean this Agreement executed by the City/County and Service Provider, and shall include these Terms and Conditions, the Attachments described in Section 1.5 and attached hereto and any written supplemental agreement or modification entered into between the City/County and Service Provider, in writing, after the date of this Agreement.

- 1.1** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between the City/County and Service Provider. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by the City/County or Service Provider which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both the City/County and Service Provider.
- 1.2** Subject to Section 1.4 below, In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Service Provider or other rights or obligations of the City/County or Service Provider the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Service Provider and affording the greater right or remedy to the City/County, shall govern.
- 1.3** Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against the City/County solely by virtue of the City/County or the City/County's representatives having drafted all or any portion of this Agreement.
- 1.4** This Agreement consists of this Agreement and the following attachments, which are incorporated into this Agreement and made a part hereof:
  - 1.** Exhibit A: Transition Services (including Transition Plan & Schedule)
  - 2.** Exhibit B: Service Provider's SOW
  - 3.** Exhibit C: Misc and Related Contract Documents
  - 4.** Exhibit D: SLA Tables and Reporting Requirements Detail
  - 5.** Exhibit E: Consolidated Roles and Responsibility Tables
  - 6.** Exhibit F: Required Milestone Assessments
  - 7.** Exhibit G: Pricing and Payment Schedule
  - 8.** Exhibit H: Key Personnel Positions

In the event of conflict in substance or impact between the terms and conditions contained in Sections 1 through 23 of this Agreement and any terms or conditions contained in any Attachment hereto, the terms and conditions contained in Sections 1 through 17 of the Agreement shall control.

- 1.5** This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.
- 1.6** This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.



## **2 DUTIES OF SERVICE PROVIDER**

- 2.1** Service Provider shall provide services as specified in Exhibits A through H, attached hereto and incorporated into this Agreement. ("Services").
- 2.2** To the extent that the parties desire to add a Statement of Work or other Attachment to this Agreement, they may do so via a fully-executed written amendment to this Agreement. Operational changes may be made by Change Order pursuant to the Change Control Process set forth in the Statement of Work and must be attached to the Agreement via a fully-executed written amendment to this Agreement if the change affects the price, quantity, quality, term, or timeliness.

### **3 TERM**

#### **3.1 INITIAL TERM AND APPROPRIATIONS**

The Term of this Agreement shall commence at 12:01 a.m., Eastern Standard Time (EST) on the day immediately following the date upon which this Agreement first became effective ("Contract Signing Date") and shall end on December 31, 2021 (the "Initial Term"), subject to appropriation by the City/County of funds for this Agreement for such period and unless terminated earlier, renewed or otherwise extended in accordance with this Agreement.

#### **3.2 NOTIFICATION OF EXPIRATION**

Service Provider shall notify the City/County in writing of the expiration of the Initial Term, and of any renewal period in effect, not earlier than twelve (12) months, nor later than six (6) months, before the date on which the Term would expire if not renewed.

#### **3.3 RENEWAL BY THE CITY/COUNTY**

The City/County may, at its sole option and discretion, extend the Initial Term for up to three (3) successive renewal periods of one (1) year each by providing written notice delivered to Service Provider at least one hundred eighty (180) days before the end of then-current Term.

#### **3.4 EXTENSIONS BY THE CITY/COUNTY**

In addition to the renewal rights set forth in Section 3.3 hereof, the City/County may, at its sole option and discretion, upon at least ninety (90) days' notice to Service Provider, extend the expiration or termination of the Term for successive periods of not less than one hundred twenty (120) days each, with such extension periods not to exceed four hundred eighty (480) days in the aggregate. Each such extension shall be upon the same terms and conditions in effect immediately prior to such extension. Any adjustments to the Fees applicable to any extension period shall be in accordance with the pricing methodology set forth in Exhibit G.

#### **3.5 EXTENSION OF TERMINATION EFFECTIVE DATE**

The City/County may extend the effective date of termination one or more times as it elects, at its sole discretion, provided that the total of all such extensions shall not exceed 180 days following the original effective date of termination. Any notice or notices of such extensions shall be delivered to Service Provider within ninety (90) days of the actual date of termination.

#### **3.6 NO TERMINATION BY SERVICE PROVIDER**

Except as set forth in Section 6.4 hereof, Service Provider shall not, for any reason whatsoever, terminate the Term prior to its expiration, terminate this Agreement, or otherwise repudiate this Agreement or refuse to perform its obligations hereunder. Service Provider acknowledges that, in the event it breaches (or attempts or threatens to breach) its obligation to provide the City/County termination/expiration assistance, the City/County will be irreparably harmed.

In such a circumstance, the City/County may proceed directly to court. If a court of competent jurisdiction should find that Service Provider has breached (or attempted or threatened to breach) any such obligations, Service Provider agrees that without any additional findings of irreparable injury or other conditions to injunctive relief, it shall not oppose the entry of an appropriate order

**CITY OF FORT WAYNE - ALLEN COUNTY, IN:  
IT OUTSOURCING MASTER SERVICES AGREEMENT**

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compelling performance by Service Provider and restraining it from any further breaches (or attempted or threatened breaches). In such event, City/County will promptly pay all past due amounts owing to Service Provider that have been withheld or delayed.

## **4 COMPENSATION**

- 4.1** Service Provider proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in this Agreement and at the rates set forth in Exhibit G, attached here to and incorporated herein.
- 4.2** Service Provider shall submit a properly itemized invoice for services performed and expenses incurred under this Agreement and shall cooperate with and provide any other necessary information to the City/County. The City/County will pay Service Provider within thirty days after receipt of such properly itemized claim forms.
- 4.3** To the extent that the parties add a Statement of Work or other Exhibits to this Agreement, they will memorialize their agreement as to any additional compensation for the same in the fully-executed written amendment to this Agreement.

## 5 INSURANCE REQUIREMENTS

Service Provider shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and the City/County from the claims set forth below which may arise out of or result from Service Provider's operations under this Agreement, whether such operations be by Service Provider or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable, as follows:

1. Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
2. Claims for damages because of bodily injury and personal injury, including death, and;
3. Claims for damages to property.

Service Provider's insurance shall be not less than the amounts shown below:

INSURANCE. Supplier shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements:

- |     |                                |  |
|-----|--------------------------------|--|
| (a) | Worker's Compensation          | per statutory requirements.                                  |
| (b) | General Liability              | \$1,000,000 minimum per occurrence/<br>\$2,000,000 aggregate |
| (c) | Automobile Liability           | \$1,000,000 minimum per occurrence                           |
| (d) | Products Liability             | \$1,000,000 minimum per occurrence                           |
| (e) | Completed Operations Liability | \$1,000,000 minimum per occurrence                           |

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:

City of Fort Wayne Purchasing Department  
200 E Berry Street, Suite 490  
Fort Wayne, IN 46802

## 6 GENERAL PROVISIONS

### 6.1 INDEPENDENT CONTRACTOR

The parties agree that Service Provider is an independent contractor as that term is commonly used and is not an employee of the City/County. As such, Service Provider is solely responsible for all taxes on its income and none shall be withheld from the sums paid to Service Provider. Service Provider acknowledges that it is not insured in any manner by the City/County for any loss of any kind whatsoever. Service Provider has no authority, express or implied, to bind or obligate the City/County in any way.

### 6.2 SUBCONTRACTING

- 6.2.1** Approval required. The parties agree that Service Provider shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of the City/County, provided that provision of Services by an Affiliate of Service Provider is deemed approved. In the event that the City/County approves of any such subcontracting, assignment or delegation, Service Provider shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. The City/County shall have no obligation whatsoever toward such persons. Service Provider shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Service Provider of any responsibility for performing under this Agreement.

### 6.3 NECESSARY DOCUMENTATION

Service Provider certifies that it will furnish the City/County, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of the City/County, other units of local government, the State of Indiana, and the United States. Service Provider further certifies that it is now and will remain in good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement. Failure of Service Provider to comply with this paragraph shall constitute a material breach of this Agreement.

### 6.4 CONFIDENTIALITY

- 6.4.1** The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Service Provider understands that the information provided to it or obtained from the City/County during the performance of its services is confidential and may not, without prior written consent of the City/County, be disclosed to a person not in the City/County's employ except to employees or agents of Service Provider who have a need to know in order to provide the services. Further, Works generated during the performance of this Agreement is confidential to the City/County. The failure to comply in all material respects with

this section shall be considered a material breach of this Agreement. Confidential information shall not include information, that: (a) was known by Service Provider at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Service Provider; (c) is made known to Service Provider by a third person who does not impose any obligation of confidence on Service Provider with respect to such information or is made known by City/County to a third party without requirements of confidentiality; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon Service Provider shall attempt to provide notice to the City/County the earlier of immediately upon receipt of notice of such a requirement for disclosure or fourteen (14) days prior to such disclosure, unless otherwise restricted from doing so; or (e) information that is independently developed by Service Provider without references to the confidential information.

- 6.4.2** Service Provider shall not, under any circumstances, release information provided to it by, or on behalf of, the City/County that is required to be kept confidential by the City/County pursuant to Indiana law except as contemplated by Section 6.4.1, above.

## **6.5 RECORDS AND AUDIT**

Service Provider shall maintain books, records, documents and other evidence directly pertinent to performance of Services under this Agreement. Service Provider shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement for annual or as required by law or regulatory body, inspection by the City/County or any other authorized representative of the City/County, Indiana upon 90 days' prior written notice. However, the parties agree that nothing in this section shall limit Service Provider's obligation to provide copies of City/County data and records to City/County upon request at no charge.

## **6.6 OWNERSHIP**

- 6.6.1** "Custom Deliverables" means works of authorship fixed in any tangible medium of expression by Service Provider or its officers, employees, agents or subcontractors in the course of performing the Services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof identified in a SOW or Change Order as being specifically developed as material to be solely owned by City/County.
- 6.6.2** All Custom Deliverables made or created by Service Provider pursuant to Section 6.6.1, either solely or jointly with the City/County, in the course of Service Provider's performance of Services under this Agreement shall be Works for Hire pursuant to 17 USC §101 to be owned by the City/County or such Custom Deliverables shall be irrevocably assigned to the City/County as of the date when they are first fixed in any tangible medium of expression; in either case, the parties agree that such Custom Deliverables shall be the exclusive property of the City/County. At the City/County's request, Service Provider will execute all documents reasonably required to confirm or perfect ownership of such Custom

Deliverables and any corresponding copyright rights in and to such Custom Deliverables in the City/County including executing all applications, specifications, oaths, assignments, and all other instruments which City/County shall deem reasonable necessary in order to obtain and secure rights in and to such Custom Deliverables. Without the prior written consent of the City/County, Service Provider shall not use, copy or prepare derivative works of the Custom Deliverables, or any parts of them, other than as related to the performance of Services pursuant to this Agreement. During the performance of Services pursuant to this Agreement, Service Provider shall be responsible for loss or damage to the Custom Deliverables while they are in Service Provider's possession or control. Any loss or damage shall be restored at Service Provider's expense. The City/County shall have free and unlimited access to the Custom Deliverables at all times and, upon demand, shall have the right to claim and take possession of the Custom Deliverables and all copies. Notwithstanding the foregoing, Service Provider shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

As between the City/County and Service Provider, City/County solely and exclusively owns all right, title and interest in and to all intellectual property, including, without limitation, any technical know-how or trade secrets, regardless of whether the same are or may be protected by copyright, trade secret, or patent law, provided by City/County to Service Provider in connection with the provision of Services and any improvements, modifications or derivative work thereof (collectively, "City/County Materials"). All rights in and to City/County Materials not expressly granted herein are expressly reserved to City/County.

Subject to the terms and conditions of this Agreement, City/County hereby grants to Service Provider, for the term, a limited non-exclusive license to use the City/County Materials solely to provide the Services. Subject to the terms and conditions of this Agreement, City/County hereby grants to Service Provider, for the Term, a limited non-exclusive license to use the Custom Deliverables and the City/County Materials for the sole purpose of providing, and only to the extent required to provide, the Services in accordance with this Agreement. The foregoing licenses are sub-licensable to Service Provider's affiliates and subcontractors, on the same material terms and conditions described in this Section 6.6.2, in connection with performance of Services hereunder.

**6.6.3** As between Service Provider and City/County, and subject to any restrictions on the use of Confidential Information and rights in any intellectual property owned by City County, Service Provider shall solely and exclusively own all right, title and interest in and to all intellectual property used or developed in the course of providing Services during the Term that was or is created, developed or invented by Service Provider which are not Custom Deliverables or City/County Materials (the "Service Provider Materials"). Notwithstanding the foregoing, the ownership of the media on which any Service Provider Materials are delivered to City/County shall vest in City/County.

Service Provider hereby grants, or shall arrange for the grant of, a royalty-free, worldwide, non-exclusive license or sublicense to City/County to (i) load, install, use, execute, transmit, display, or copy Service Provider Materials and (ii) make copies of any documentation accompanying such Service Provider Materials, in each of (i) and (ii) during the Term and in connection with the City/County's use and

receipt of the Services. To the extent any Service Provider Materials are-integral to or required in connection with the use of any Custom Deliverables, the aforementioned license will be deemed to be perpetual.

## **6.7 TERMINATION FOR CAUSE, CONVENIENCE OR FUNDING**

**6.7.1 Service Provider Default.** Each of the following shall be a "Service Provider Default": (a) the insolvency of Service Provider; (b) the discovery that a representation made in this Agreement by Service Provider was false when made, if the nature and magnitude of the misrepresentation are such as to have had a material effect upon City/County's decision to engage Service Provider or upon the negotiations as to the other terms of this Agreement ; (c) the disbarment or disqualification of Service Provider from performing services with respect to any business with the federal or any state government; or (d) if Service Provider materially fails to perform the material portion of the Services provided by this Agreement, or if it materially fails to perform disputed Services as directed pending resolution of such dispute, or if it otherwise materially violates or fails to perform any material term, covenant or provision of this Agreement (including, without limitation, any material breach from failure to perform any service standards or requirements set forth in this Agreement or the Exhibits) and such failure or violation under this subparagraph (d) is (i) not cured within thirty (30) days after Service Provider is reasonably aware of, or has received notice of, such breach; or (ii) if the failure is not one that could reasonably be corrected within thirty (30) days, (A) the failure by Service Provider to adopt, within thirty (30) days after receiving notice of, such breach, a plan to cure such breach within a time period not longer than sixty (60) days after Service Provider received notice of the breach, or (B) the failure by Service Provider to cure such breach within such sixty (60)-day period. Upon any Service Provider Default, the City/County may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, by written notice to Service Provider.

**6.7.2 City/County Termination For Convenience.** This Agreement may be terminated in whole - in writing by the City/County for the City/County's convenience at any time after the earlier of (a) eighteen (18) months from the Contract Signing Date or (b) twelve (12) months from the agreed-upon cut-over date when the Transition Plan has been fully completed and Service Provider is assuming full operational responsibility and control from the existing service provider to perform the Services (the "Commencement Date") provided that Service Provider is given (1) not less than one hundred eighty (180) calendar days advance written notice of such termination and (2) an opportunity for consultation with the City/County prior to such termination. In the event of any termination of this Agreement pursuant to this Section 6.7.2, Service Provider shall recover from City County all amounts accrued and owing by the City/County pursuant to this Agreement for Services performed or other reimbursable amounts incurred through the effective date of the termination and the termination fees set forth in the Statement of Work.

**6.7.3** If, after termination for a Service Provider Default, it is determined that no Service Provider Default existed, the termination shall be deemed to have been made for the convenience of the City/County. In such event, the City/County shall promptly, but in no event later than 30 days, pay Service Provider all amounts due after adjustment of the amounts due pursuant to Section 6.7.2 through the revised effective date of

termination resulting from such deemed termination for convenience and payment of the early termination fees set forth in the Statement of Work.

**6.7.4 City/County Payment Default.** Service Provider may, by written notice to the City/County, terminate this Agreement upon the failure of the City/County to make payment of any material amount owing to Service Provider under this Agreement within thirty (30) days after the City/County has received written notice of such non-payment. Service Provider shall not be entitled to terminate this Agreement for any other reason. Failure of the City/County to pay any amount due in a timely manner shall be deemed a termination for convenience by the City/County. In the event of any termination of this Agreement by Service Provider pursuant to this Section 6.7 Service Provider shall recover from the City/County any amounts accrued and owing by the City/County pursuant to this Agreement for Services performed or other reimbursable amounts incurred through the effective date of the termination (or, if later, the date which would have been the effective date of termination if the City/County had delivered a notice of termination for convenience pursuant to Section 6.7.2 as of the date of Service Provider's notice of default pursuant hereto) and the termination fees which would be due had the City/County terminated for convenience pursuant to Section 6.7.2.

Upon (a) receipt of notice of termination from the City/County resulting from a Service Provider Default pursuant to Section 6.7.1, termination for convenience pursuant to Section 6.7.2, or termination for failure of funding pursuant to Section 6.8, or (b) upon Service Provider's written notice of termination resulting from the City/County's payment default pursuant to Section 6.7.4, Service Provider shall (i) promptly discontinue all Services affected as of the effective date of the termination specified in the termination notice (unless, in the case of termination by the City/County, the termination notice directs otherwise), and (ii) deliver, cause to be delivered, or otherwise make available to the City/County all Custom Deliverables, City/County Materials and such other required information, materials or documents pursuant to Section 6.6.4 and Section 6.6.5 as may have been accumulated by Service Provider in performing this Agreement, whether completed or in process.

**6.8 TERMINATION FOR FAILURE OF FUNDING.**

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City/County are at any time insufficient or not forthcoming through failure of the necessary public authority to appropriate funds, then the City/County shall have the right to terminate this Agreement upon at least sixty (60) days advance written notice to Service Provider. In such event this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. The City/County agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full. No Services will be provided after the last day of the fiscal period for which appropriations were received. If practicable, the City/County shall use commercially reasonable efforts to provide a non-binding notice to Service Provider of its intent to terminate for lack of funding as provided herein at least one hundred eighty (180) days prior to such anticipated termination. In the event of any termination of this Agreement by Service Provider pursuant to this Section 6.8, Service Provider shall recover from the City/County any amounts accrued and owing by the City/County pursuant to this Agreement for Services performed or other reimbursable amounts incurred through the effective date of the termination.

## 6.9 LIMITATION OF LIABILITY AND INDEMNITY

- 6.9.1** Except as expressly provided herein, neither party will be liable to the other party (or to any person claiming through the other party) for indirect, ancillary, special, punitive, consequential, or exemplary damages arising out of or in any manner connected with this Agreement, any SOW, or the subject matter hereof, regardless of the form of action and whether or not such party has been informed of, or otherwise might have anticipated, the possibility of such damages.
- 6.9.2** Except to the extent otherwise expressly provided in this Section 6.9, Service Provider's total aggregate liability (including its affiliates and subcontractors performing services hereunder) arising out of or in any manner connected with this Agreement, regardless of the form of action, shall not exceed \$5.0 million.
- 6.9.3** The foregoing limitations of liability set forth in Sections 6.9.1 and 6.9.2 shall not apply to damages arising from (i) indemnification claims for third party damages under Section 6.9.4, (ii) the gross negligence, willful misconduct or fraudulent acts of Service Provider, and (iii) personal injury or death to the extent caused by the negligence, gross negligence or willful misconduct of Service Provider. With regard to damages to tangible property to the extent caused by the gross negligence or willful misconduct of Service Provider, Sections 6.9.1 and 6.9.2 will not apply and with regard to damages to tangible property to the extent caused by the negligence (but not the gross negligence or willful misconduct) of Service Provider, Section 6.9.2 shall not apply.

### 6.9.4 Indemnification by Service Provider

**6.9.4.1** Service Provider shall indemnify, defend, and hold harmless the City/County, and its respective officers, directors, officials, agents, personnel, employees, contractors, subcontractors, and assigns from any and all third party losses, liabilities, damages, and claims, and all related legal costs and expenses (including legal fees, expenses and costs of settlement) (collectively, "Losses") to the extent arising out of any action, suit, claim, or demand made or brought by a third party arising from any of the following:

(a) claims that the Service Provider's deliverables or any use of any of the deliverables by City/County as authorized under this Agreement infringe or misappropriate any intellectual property rights of any third party, except to the extent that such claim arises from: (A) City/County's breach of this Agreement; (B) any City/County Materials provided by City/County to Service Provider in connection with the Services; (C) City/County's modification of the deliverables in violation of this Agreement or the applicable SOW, to the extent that, absent such modification, the infringement or other violation would not have occurred; or (D) City/County's use or incorporation of deliverables in violation of the applicable written specifications set forth in the applicable SOW, to the extent that, absent such use or incorporation, the infringement or other violation would not have occurred;

(b) the personal injury or death of any third party, to the extent caused by the negligence, gross negligence or willful misconduct or other fault of Service Provider; and

(c) damage, loss, or destruction of any real or tangible personal property to the extent caused by the negligence, gross negligence or willful misconduct of Service Provider.

**6.9.4.2** Subject to Section 6.9.4.1(a) above, if any deliverables (other than City/County Materials) are found to infringe or misappropriate any intellectual property right of any third party, or in Service Provider's reasonable opinion is likely to be so found, then Service Provider shall, at Service Provider's option, (a) modify such deliverable to make it non-infringing; provided that such modification does not adversely affect the functionality, completeness, or accuracy of the applicable deliverable, (b) procure for City/County the right to continue using the applicable deliverable, or (c) replace the applicable deliverable with substantially equivalent materials that are non-infringing. Any costs associated with implementing any of the above shall be borne by Service Provider.

**6.9.4.3** Indemnification Procedures. Promptly after City/County's receipt of written notice of the commencement of any civil, criminal, administrative, or investigative action or proceeding, or a written demand giving rise to a claim, by a third party for which City/County is entitled to indemnity hereunder (a "Third-Party Claim"), within 15 calendar days from City/County's receipt of such written notice, City/County shall notify Service Provider of such Third-Party Claim in writing; provided, however, that the failure to promptly so notify Service Provider will not relieve Service Provider of any liability that it may have to City/County, except to the extent that the defense of such Third-Party Claim is prejudiced by City/County's failure to give such notice.

**6.9.4.4** If City/County gives notice to Service Provider pursuant to Section 6.9.4.3 above of the assertion of a Third-Party Claim, Service Provider shall be entitled to participate in the defense of such Third-Party Claim and, to the extent that it wishes, to assume the defense of such Third-Party Claim with counsel reasonably satisfactory to City/County by providing written notice to City/County within thirty (30) days after receipt by Service Provider of such notice from City/County; provided, however, if (a) the Third-Party Claim (i) seeks non-monetary relief against City/County, or (ii) involves criminal or quasi-criminal allegations against City/County, Service Provider cannot settle such Third Party Claim without the consent of City/County, at its reasonable discretion. If Service Provider failed or is failing to prosecute or defend such Third-Party Claim in a commercially reasonable manner, City/County may assume control of the defense of such Third Party Claim. In the event Service Provider assumes the defense of the Third-Party Claim, Service Provider will consult and the Parties will reasonably cooperate with each other on all aspects of such defense.

**6.9.4.5** After notice from Service Provider to City/County in accordance with Section 6.9.4.4.1 of its election to assume the defense of such Third-Party Claim, City/County will have the right to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by Service Provider, and Service Provider shall not, so long as it diligently conducts such defense, be liable to City/County under this Agreement for any fees or costs of other counsel or any other expenses with respect to the defense of such Third-Party Claim, in each case subsequently incurred by City/County in connection with the defense of such Third-Party Claim. If Service Provider assumes the defense of a Third-Party Claim, no compromise or settlement of, or consent to any judgment with respect to, such Third-Party Claim may be effected by Service Provider without City/County's prior written consent unless (a) Service Provider admits it is liable for

indemnification hereunder with respect to all aspects of such Third-Party Claim, (b) the sole relief provided is monetary damages that are paid in full by Service Provider, (c) such settlement or judgment will not encumber any assets of City/County and will not contain any restriction or condition or other injunctive relief that would apply to or adversely affect City/County or its assets, (d) such settlement or judgment includes, as a condition to such settlement or other resolution, a complete and irrevocable release of City/County from all liabilities in respect of such Third-Party Claim, and (e) includes no admission of wrongdoing by City/County.

**6.9.4.6** If (a) Service Provider fails to assume the defense of such Third-Party Claim within thirty (30) days after receipt of notice from City/County in accordance with Section 6.9.4.4.1 above, (b) the Third-Party Claim seeks nonmonetary relief which, if granted, could reasonably be expected to materially and adversely affect City/County, or (c) after assuming the defense of such Third-Party Claim, Service Provider is found by a court of competent jurisdiction to have failed or found to be failing to diligently conduct the defense of such Third-Party Claim, City/County will (upon delivering notice to such effect to Service Provider) have the right to undertake the defense, compromise or settlement of such Third-Party Claim (all at the reasonable cost and expense of Service Provider), and Service Provider shall have the right to participate therein at its own cost (provided that Service Provider shall not compromise, resolve or settle any such Third-Party Claim without the prior written consent of City/County, which shall not be unreasonably withheld, conditioned or delayed).

**6.9.4.7** Notwithstanding the foregoing, and in addition to the rights of City/County set forth above, City/County may, by notice to Service Provider and at City/County's sole cost and expense, assume the exclusive right to defend, compromise or settle such Third-Party Claim, but Service Provider will not be bound by any determination of any Third-Party Claim so defended for the purposes of this Agreement or any compromise or settlement effected without its consent.

**6.9.5** Nothing contained herein shall create any obligation of the City/County to indemnify Service Provider for any acts of the City/County or its officers, agents, officials, employees, subcontractors or any other third parties engaged by the City/County.

## **6.10 NOTICE**

Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, facsimile or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party) :

**To Service Provider:**

Atos

**To the City/County:**

City of Fort Wayne / Allen County

## **6.11 DISPUTES**

Service Provider shall carry on all work required under this Agreement and maintain the schedule for Services during all disputes or disagreements with the City/County. No work shall be delayed

or postponed pending resolution of any disputes or disagreements except as Service Provider and the City/County may otherwise agree in writing. The City/County may withhold payments on disputed items pending resolution of the dispute, subject to the provisions of Section 10.2 and Article 14 and payments for Services not disputed.

**6.12 NON-DISCRIMINATION**

Service Provider and its officers, agents, employees, and subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, sex, sexual orientation, gender identity, religion, color, national origin, ancestry, age, disability, or United States military service veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

**6.13 CONFLICT OF INTEREST**

**6.13.1** Service Provider certifies and warrants to the City/County that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with the City/County.

**6.13.2** Service Provider certifies and warrants to the City/County that Service Provider, or a person who wholly or partially owns Service Provider, is not a relative of either the Mayor of Fort Wayne, Indiana, or a member of the City/County Council or member of the Allen County Board.

**6.14 NON-CONTINGENT FEES**

Service Provider agrees that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this Section 6.14, the City/County shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**6.15 FORCE MAJEURE**

In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party’s reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

**6.16 APPLICABLE LAWS; FORUM**

**6.16.1** Service Provider agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the City/County and Service Provider to determine whether the provisions of the Agreement require formal modification. Additionally, Service Provider shall comply with all applicable City/County policies and rules, copies of which shall be provided to Service Provider upon its request.

**6.16.2** This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of Fort Wayne and County of Allen, IN. Suit, if any, shall be brought in the State of Indiana, County of Allen.

**6.17 WAIVER**

A party's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of the party's rights or remedies.

**6.18 SEVERABILITY**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

**6.19 ATTORNEYS' FEES**

Service Provider shall be liable to the City/County for reasonable attorneys' fees incurred by the City/County in connection with the collection or attempt to collect, any damages arising from Service Provider's breach of this Agreement or the negligent or wrongful act or omission of Service Provider, provided however the City/County prevails in such litigation and the Court awards such damages.

**6.20 SUCCESSORS AND ASSIGNS**

The City/County and *Service Provider* each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Service Provider shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City/County, provided however that any assignment of interest to an affiliate of Service Provider will be deemed to have been consented to. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City/County.

**6.21 AUTHORITY TO BIND SERVICE PROVIDER**

Notwithstanding anything in this Agreement to the contrary, the signatory for Service Provider represents that he/she has been duly authorized to execute agreements on behalf of Service Provider and has obtained all necessary or applicable approval from the home office of Service Provider to make this Agreement fully binding upon Service Provider when his/her signature is affixed and accepted by the City/County.

**6.22 DEBARMENT AND SUSPENSION**

- 6.22.1** Service Provider certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Service Provider.
  
- 6.22.2** Service Provider certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
  
- 6.22.3** Service Provider shall provide immediate written notice to the City/County if, at any time after entering into this Agreement, Service Provider learns that its certification was erroneous when submitted, or Service Provider is debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.
  
- 6.22.4** Service Provider shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

**6.23 COMPLIANCE WITH E-VERIFY PROGRAM**

Pursuant to IC 22-5-1.7, Service Provider shall enroll in and verify the work eligibility status of all newly hired employees of Service Provider through the E-Verify Program ("Program"). Service Provider is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

- 6.23.1** Service Provider and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Service Provider or its subcontractor subsequently learns is an unauthorized alien. If Service Provider violates this Section 6.23, the City/County shall require Service Provider to remedy the violation not later than thirty (30) days after the City/County notifies Service Provider. If Service Provider fails to remedy the violation within the thirty (30) day period, the City/County shall terminate the contract for breach of contract. If the City/County terminates the contract, Service Provider shall, in addition to any other contractual remedies, be liable to the

City/County for actual damages. There is a rebuttable presumption that Service Provider did not knowingly employ an unauthorized alien if Service Provider verified the work eligibility status of the employee through the Program.

**6.23.2** If Service Provider employs or contracts with an unauthorized alien but the City/County determines that terminating the contract would be detrimental to the public interest or public property, the City/County may allow the contract to remain in effect until the City/County procures a new Service Provider.

**6.23.3** Service Provider shall, prior to performing any work, require each subcontractor to certify to Service Provider that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Service Provider shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Service Provider determines that a subcontractor is in violation of this Section 6.23, Service Provider may terminate its contract with the subcontractor for such violation.

**6.23.4** Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Service Providers enrollment in the Program, unless the Program no longer exists, shall be filed with the City/County prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City/County.

#### **6.24 KEY PERSONS**

The parties agree that Key Personnel will be set forth in Exhibit H. Removal, Replacement and Promotion of Key Personnel is detailed further in Section 7.2. Key Personnel titles affected by Sections 6.24 and 7.2 are listed in Exhibit H.

#### **6.25 TAXES**

The City/County is a local governmental entity and, as such, is exempt from local, state and federal taxes and Service Provider shall not invoice assessments of taxes provided the City/County promptly furnishes City/County's exemption certificates and other documentation that may be reasonably requested by Service Provider.

#### **6.26 ELECTRONIC SIGNATURE**

Service Provider and the City/County agree to signature both in counterparts and by facsimile.

## **7 ADDITIONAL AND SPECIFIC PROVISIONS**

### **7.1 DUTIES OF THE SERVICE PROVIDER**

**CITY/COUNTY RESOURCES.** Throughout the duration of this Contract, the Service Provider shall identify and request in writing from the City/County Project Manager all the City/County resources that may reasonably be required by the Service Provider to perform the Services, including all information, the City/County staff, equipment, facility or materials needed by the Service Provider. The Service Provider shall take commercially reasonable steps to request the City/County Resources far enough in advance to allow adequate planning and availability on the City/County's part and to avoid unnecessary expense or overtime. Notwithstanding the foregoing, the Service Provider shall not be entitled to request that the City/County provide City/County resources other than those identified as a City/County responsibility unless the City/County can do so at no significant cost.

If the City/County Project Manager fails to provide within a reasonable time period a City/County resource that this Contract requires the City/County to provide, the Service Provider will notify the City/County of such failure, pursuant to the approved process and the escalation path described in the Statement of Work of such failure. The Service Provider shall not be relieved of any failure to perform under this Contract by virtue of the City/County's failure to provide any City/County resource: (i) that the Service Provider failed to identify and request in writing from the City/County pursuant to this Section; or (ii) which the City/County is not required to provide pursuant to this Contract. To the extent the Service Provider is excused from performance under the terms of this Section, the Service Provider will only be excused for delays that occur after it has given notice to the City/County CIO or its designated delegate, which notice shall set forth the facts relating to the City/County's failure, and which references this Section 7.1; and (b) if the requisite City/County resources have not been provided within five (5) business days after the delivery of such notice, a follow-up notice to the City/County which attaches a copy of the first notice and provides a final five (5) business day cure period.

### **7.2 REMOVAL, REPLACEMENT & PROMOTION OF SERVICE PROVIDER PERSONNEL**

The City/County will have the right to require the removal and replacement of any Service Provider staff filling the positions of Key Personnel set forth on Exhibit G; provided that the City/County provides Service Provider a material lawful reason for the decision.

The City/County must approve in writing the allocation of "Key Personnel" positions on the Project, and the City/County shall have the right to interview all personnel that the Service Provider proposes to allocate to such Key Personnel positions upon the City/County's request. As used in this Contract, the term "Key Personnel" shall mean the Key Personnel set forth in Exhibit G.

Unless approved by the City/County in writing, the Service Provider will not for a period of 18 months: (i) remove the Service Provider's Key Personnel from the Project or permit its subcontractors to remove Key Personnel from the Project unless the Key Personnel is terminated or promoted, or experiences some other position altering event by Service Provider or the subcontractor or the Key Personnel terminates his/her relationship with Service Provider or the subcontractor or (ii) materially reduce the involvement of the Service Provider's Key Personnel in the Project or allow its subcontractors to materially reduce the involvement of Key Personnel in the Project unless the Key Personnel is terminated or promoted, or experiences some other position

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altering event by Service Provider or the subcontractor or the Key Personnel terminates his/her relationship with Service Provider or the subcontractor.

Program Manager. Service Provider's Key personnel, and any replacement Key personnel, shall be experienced managers who shall be knowledgeable as to the City/County's activities related to the environment and shall direct the efforts in fulfilling Service Provider's obligations under this Agreement. Service Provider will make strong efforts to keep the same Key Personnel for the duration of the engagement. Service Provider will make strong efforts not to reassign its initial Key Personnel without the City/County's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed during the Term of this Agreement or any permitted replacement Key Personnel during the period beginning on the date such individual commences performing the Services pursuant to the terms and conditions of this Agreement, to other functions if doing so would adversely affect the Services.

Qualified Personnel. Service Provider agrees that each Service Provider employee performing Services in connection with this Agreement (each an "Employee", collectively "Employees") shall have the qualifications and shall fulfill the requirements set forth in this Agreement and as reasonably specified by the City/County and agreed by Service Provider from time to time. For each Employee, to the extent permitted by, and in accordance with, applicable law, Service Provider shall conduct routine reference checks (e.g., work experience). Service Provider agrees that each Employee will be properly trained to perform the Services and is oriented with respect to the written policies and procedures of the City/County provided to Service Provider prior to commencement of the Services. The City/County shall not be required to pay any fees relating to any Employee prior to such time as the training and orientation referenced in the preceding sentence with respect to such Employee is completed and such Employee commences performing the Services pursuant to the terms and conditions of this Agreement.

Minimum Proficiency Levels. Employees, including the Key Personnel, shall have experience, training, and expertise at least equal to prevalent industry standards applicable to such personnel for their responsibilities in the business in which Service Provider is engaged and shall have sufficient knowledge of the relevant aspects of the Services and the Deliverables to enable them to properly perform the duties and responsibilities assigned to them in connection with this Agreement. Subject to the terms and conditions herein, in the event of a breach by Service Provider of its obligations in respect of the minimum proficiency levels of Employees, Service Provider shall promptly take one or the other (as mutually agreed by the parties) of the following actions: (i) remove and replace (with another person approved by the City/County in its reasonable discretion and properly qualified to perform the functions of such replaced person) any Employee after receipt of notice from the City/County that such Employee does not meet the required minimum proficiency levels; or (ii) take appropriate action in respect of any such Employee, including, but not limited to, training to bring such Employee's proficiency levels in line with such required minimums.

**The Service Provider will replace any/all personnel who leave the project with equivalently qualified persons, cross train at the Service Provider's own expense and without disruption to the services outlined in this Agreement.** The Service Provider will replace such personnel as soon as reasonably possible, and in any event within thirty days after the City/County first receives notice that the person will be leaving the Project.

Reassignment. Service Provider shall make strong efforts not to reassign any individual designated as Key Personnel during the period beginning on the date such individual commences performing the Services pursuant to the terms and conditions of this Agreement to other functions if doing so would adversely affect the Services. In the event any one of the Key Personnel is reassigned, becomes incapacitated, or ceases to be employed by Service Provider and therefore becomes unable to perform the functions or responsibilities assigned to him or her, Service Provider shall

(i) make strong efforts within forty-eight (48) hours, to temporarily replace such person with another person properly qualified to perform the functions of such replaced person, and (ii) within one (1) month, permanently replace such replaced person with another person approved by the City/County in its reasonable discretion and properly qualified to perform the functions of such replaced person.

**Replacement.** City/County, on a reasonable basis, shall have the right to require the removal and replacement of any Employee, including the Program Manager and the Key Personnel, at any time during the Term. The City/County shall notify Service Provider in writing in the event the City/County requires such action. Service Provider shall accomplish any such removal within a commercially reasonable time after receipt of notice from the City/County and shall promptly replace such person with another person, reasonably acceptable to the City/County, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. If Service Provider replaces Key Personnel, replacement the new Key Personnel shall, at no cost to the City/County, devote sufficient time to becoming familiar with the scope of the services prior to performing Services. In the event the City/County makes a reasonable determination that such replacement Key Personnel is not sufficiently familiar with the scope of the services, Service Provider shall devote such additional time as is necessary to familiarize the replacement Key Personnel with the environment.

If the Service Provider gets more than 7 days behind in completing a Project under a Project Plan, the Service Provider will devote all personnel assigned to the Project to working on the Project on a first priority basis, unless delays are the result of the City/County, including vendors and other third parties.

As used in this Contract, the term "personnel" includes all staff provided by the Service Provider or its subcontractors, including but not limited to Key Personnel.

The City/County will not use unreasonable measures by which to request removal and/or replacement of Service Provider personnel. The City/County will respond to Service Provider personnel change requests within 3 business days from receipt of written request. The Service Provider will not be held responsible for delays caused by failures by the City/County to review, interview and/or approve Service Provider personnel and/or changes.

### **7.3 REGENERATION OF LOST OR DAMAGED DATA**

With respect to any data which has been lost or damaged due to negligence, gross negligence and intentional misconduct of the Service Provider or its subcontractors in violation of this Contract, the Service Provider shall, at its own expense, obtain a new machine-readable copy of lost or damaged data from the City/County's data sources (most recent backup). The Service Provider shall further reload and restore such data at the Service Provider's expense using the City/County's most recent available backup. The Service Provider shall not be responsible for any expenses that are the result of the failure of the City/County to comply with this Contract or to maintain backup data in accordance with the City/County's regular schedule.

### **7.4 TRANSITION SERVICES UPON TERMINATION**

Upon termination or expiration of this Contract, the Service Provider shall cooperate with the City/County to assist with the orderly transfer of the Services, functions and operations provided by the Service Provider hereunder to another provider or to the City/County as determined by the

City/County in its sole discretion. The transition services that the Service Provider shall perform if requested by the City/County include but are not limited to:

- 7.4.1** In a professional manner, work with the City/County to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and
- 7.4.2** Notify all affected service providers and subcontractors of the Service Provider's transition activities;
- 7.4.3** In a professional manner, perform the transition service plan activities;
- 7.4.4** Answer and participate in all questions on an as-needed basis; and
- 7.4.5** Expeditiously provide all reasonable services, data, information, product and etc. needed to orderly transition the contracted services related to this Agreement.

## **7.5 OTHER OBLIGATIONS OF VENDOR**

- 7.5.1** **WORK ON CITY/COUNTY PREMISES.** The Service Provider will ensure that its employees and agents shall, whenever on the City/County premises, obey all instructions and directions issued by the City/County with respect to rules, regulations, policies and security procedures applicable to work on the City/County premises. The Service Provider agrees that its personnel and the personnel of its subcontractors will comply with all such rules, regulations and security procedures when on the City/County premises. However, the City/County shall have no duty to instruct or direct the Service Provider, its employees and agents with regard to these policies and security procedures.
- 7.5.2** **DAMAGE TO EQUIPMENT OR FACILITIES.** The Service Provider shall be responsible for any damage to or loss of City/County equipment or facilities arising out of the negligent or willful act or omission of the Service Provider or its subcontractors.
- 7.5.3** **RESPECTFUL AND COURTEOUS BEHAVIOR.** The Service Provider shall require and promptly implement remedial action as reasonably necessary to ensure that its employees interact with City/County employees and with the public citizens of the City/County in general in a courteous, helpful and impartial manner. All employees of the Service Provider, in both field and office, shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Service Provider up to and including immediate removal of such Service Provider personnel from City/County premises.

## **7.6 UPDATED TECHNOLOGY**

The parties recognize that technology may change during the term of this Contract. Accordingly, the parties agree as follows:

- 7.6.1** The Service Provider shall provide the City/County with prompt written notice of all material upgrades, enhancements and modifications to the Software covered by Maintenance Services or Services provided by Service Provider and utilized by the

City/County under this Agreement that become available during the term of this agreement (the "New Technology").

- 7.6.2** Unless specified in writing by the City/County in a specific instance, and provided that the City/County is paying for Maintenance Services, all Software provided to the City County hereunder by the Service Provider will be the latest, most recent version available as of the time of installation. The Service Provider will schedule installation of all Software as late in the process as is reasonably practicable to meet the Project Plan deadlines. Unless specified in writing by the City/County in a specific instance, the Service Provider will continually update the Software after installation at no additional cost and it shall be a condition of System Acceptance that all Software be the latest, most current version available as of the date of System Acceptance.
- 7.6.3** Notwithstanding anything contained in this Agreement to the contrary, the City/County shall have the option to reject proposed New Technology and to accept less than the most current version of the Software by providing written notice to the Service Provider, provided however, that Service Provider shall have no obligation to fix any Defects (regardless of any Maintenance Services subscribed by City/County) if the City/County is not using the most recent Software and/or 2 previous versions of the software. Corrections to the software are only made to the most current version.
- 7.6.4** The Service Provider shall provide additional details and estimated prices to the City/County at the request of the City/County, if the City/County wants to consider further the possible addition of the New Technology.
- 7.6.5** Notwithstanding anything contained herein to the contrary, neither the acceptance of proposed New Technology by the City/County nor the amendment of this Contract to incorporate New Technology shall relieve the Service Provider from its obligations under this Agreement to satisfy the Specifications and Requirements; provided that the City/County subscribes and pays for Maintenance Services.
- 7.6.6** Third Party Software. Third Party Software and equipment required to operate Upgrades of the Software may change over time, and that the City/County is responsible for obtaining at their own expense the required technologies and equipment necessary to utilize such Upgrades.

## **7.7 PUBLICITY**

Service Provider shall not release any information concerning this Agreement, the Services or any part thereof to any member of the public or the press or any representative of any business entity or official body, unless prior written consent is obtained from the City/County.

## **7.8 NON-EXCLUSIVITY**

Nothing in this Agreement shall be interpreted as preventing the City/County from obtaining any other product or service or any other product or service, from itself or any other provider during the Term, as it deems necessary or desirable in its sole discretion. To the extent the City/County performs any services itself, or retains third parties to do so (including, but not limited to transition services provided by third parties pursuant to the prior service provider agreement), Service Provider agrees to cooperate with the City/County or any such third party, which cooperation shall include: (i) providing access to the City/County Data Center and any other City/County facilities being used to provide the Services (as necessary for the City/County or a third party to perform);

(ii) providing access to the Equipment and Software (to the extent permitted under any underlying agreements with third parties); and (iii) providing information regarding the City/County's operating environment, system constraints and other operating parameters such that a person with reasonable commercial skills and expertise would find reasonably necessary for the City/County or a third party to perform the Services. Service Provider shall promptly notify the City/County if an act or omission of such a third party will cause a problem or delay in providing the Services, and shall cooperate with the City/County and any affected third-party vendor or provider to prevent or circumvent any problems or delays.

**7.9 ADDITIONAL SERVICES - AS DESIGNATED BY THE CITY/COUNTY**

As of the Commencement Date, Service Provider shall provide the Services to the City/County and to those affiliated entities to which services similar to the Services were being provided immediately prior to the Commencement Date. During the Term, Service Provider shall also provide the Services to such other entities as the City/County designates from time to time for the additional Fees determined in accordance with Exhibit G – Pricing and Payment Schedule.

**7.10 PERFORMANCE OF THE SERVICES**

Service Provider agrees that it is capable in all respects of providing and shall provide all Services in accordance with this Agreement. Service Provider further agrees that: (i) all Services provided under this Agreement shall be provided in a timely, professional, and workmanlike manner consistent with high standards of quality and integrity and shall meet the performance standards and specifications required under this Agreement; (ii) it will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the Services; (iii) it will maintain the Equipment and Software in accordance with the applicable hardware/software vendor recommendations or as mutually agreed, (iv) it will use all commercially reasonable efforts to use efficiently the City/County resources or services necessary to provide the Services, and it will perform the Services in a cost-effective manner consistent with the required level of quality; (v) it shall provide the Services using reasonably current technology (vi) no amendment to this Agreement or additional cost or expense shall be required by Service Provider during the Term in order for it to be able to perform the Services in accordance with the SLAs.

## 8 DISENTANGLEMENT

### 8.1 GENERAL OBLIGATIONS

Service Provider shall accomplish a complete transition of the Services being terminated from Service Provider and the Subcontractors to the City/County, or to any replacement provider designated by the City/County, without any undue interruption of or adverse impact on the Services or any other services provided by third parties (the "Disentanglement"). Service Provider shall fully cooperate with the City/County and any new service provider and otherwise promptly take all steps required to assist the City/County in effecting a complete Disentanglement. Service Provider shall provide City/County all City/County information regarding the Services or as otherwise reasonably needed for Disentanglement, including data conversion, interface specifications, and related professional services.

Service Provider shall provide for the prompt and orderly conclusion of all work, as the City/County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to the City/County or the City/County's designee. All Services related to Disentanglement shall be deemed a part of the Services and shall be performed by Service Provider at no additional cost to the City/County provided Service Provider can use its current staff and provided further that credits are waived during the Disentanglement. Service Provider's obligation to provide the Services shall not cease until completion of mutually agreed disentanglement plan, including the performance by Service Provider of all asset-transfers and other obligations of Service Provider, has been completed; provided however, the parties acknowledge that no Services will be provided hereunder to the extent the City/County does not have funds appropriated for Services.

### 8.2 FULL COOPERATION AND INFORMATION

At all times during Disentanglement, the Parties shall cooperate fully with one another to facilitate a smooth transition of the Services being terminated from Service Provider to the City/County or to the City/County's designated replacement provider. Such cooperation shall include:

- (a) the provision (both before and after the cessation of Service Provider's providing all or any part of the Services under this Agreement) by Service Provider to the City/County of full, complete, detailed, and sufficient information regarding City/County's architecture, environment, and other IT data (including all information then provided to Service Provider) to enable a reasonably experienced, expert provider of similar IT services to fully assume and continue without interruption the provision of the Services;
- (b) the provision to personnel of the City/County and/or the City/County's designated replacement provider of appropriate transfer of all knowledge relevant to the Services that are to be transferred;
- (c) the provision of master file and field descriptions and record layouts in respect to the City/County Software, along with run documentation and job control listings, and other similar information within Service Provider's possession or control necessary for the City/County and/or the City/County's designated replacement provider to run the City/County Software.

**8.3 NO INTERRUPTION OR ADVERSE IMPACT**

Service Provider shall fully cooperate with the City/County and all of the City/County's other service providers to enable a smooth transition at the time of Disentanglement, (a) without undue interruption of Services, (b) with minimized adverse impact on the provision of Services and the City/County's activities, (c) with no undue interruption of any services provided by third parties, and (d) with minimized adverse impact on the provision of services provided by third parties.

**8.4 THIRD-PARTY AUTHORIZATIONS**

Without limiting the obligations of Service Provider herein, Service Provider shall, subject to the terms of any third-party contracts, attempt to procure, at no charge to the City/County for Service Provider's administrative support, any third-party authorizations necessary to grant the City/County the use and benefit of any third-party contracts between Service Provider and third-party contractors used by Service Provider solely to provide the Services, pending their assignment to the City/County. Any transfer, licensing and similar fees will be paid by City/County.

**8.5 TRANSFER OF ASSETS**

Prior to removing any documents, Equipment, Software or tangible personal property from any the City/County Facility, Service Provider shall provide appropriate written notice to the City/County identifying the property it intends to remove in sufficient detail to apprise the City/County of the nature and ownership of such property. Service Provider shall not remove tangible personal property belonging to the City/County. Service Provider shall comply with removal procedures reasonably established by the City/County for removal of property from any the City/County Facility.

**8.6 TRANSFER OF LEASES, LICENSES, AND CONTRACTS**

To the extent applicable, Service Provider, at its sole expense, shall secure and convey or assign to the City/County or its designee any such leases, licenses, and other contracts used by Service Provider solely in connection with the Services provided transfer fees of any description imposed by the owner, lessor, licensor of the assigned or conveyed material will be paid by the City/County. Service Provider's obligation under this section shall include Service Provider's performance of all obligations under any such leases, licenses, and other contracts to be performed by it with respect to periods prior to the date of conveyance or assignment and Service Provider shall indemnify the City/County against any damages, (including attorneys' fees) or judgment resulting from any claim of an owner, lessor or licensor of the assigned or conveyed material that Service Provider did not perform any such obligations prior to the transfer date, subject to Section 6.9.4.

**8.7 DELIVERY OF DOCUMENTATION**

Service Provider shall deliver to the City/County or its designee all documentation and data related to the City/County, including the City/County Data, held by Service Provider. Such delivery shall be conducted in an organized, indexed manner and at no charge to the City/County. Notwithstanding the foregoing, Service Provider may retain one (1) copy of the documentation and data, excluding the City/County Data, for archival purposes or warranty support.

**8.8 ACCESS TO SYSTEMS**

During Disentanglement, Service Provider shall provide to the City/County or its designees, agents, contractors and consultants reasonable access to and use of Equipment, Software, personnel, third parties, and other resources that had been used by Service Provider solely for the benefit of City/County to provide Services to the City/County under this Agreement (collectively "Systems"). Service Provider shall also provide the City/County or its designees with reasonable information concerning such Systems. Service Provider shall provide such access and information both prior to the termination or expiration date and after such termination or expiration has occurred.

**8.9 HIRING OF EMPLOYEES**

Service Provider shall cooperate with and assist (and shall require its Subcontractors to cooperate with and assist) the City/County (or the City/County's designee) in offering employment, at the sole discretion of the City/County, to any or all Service Provider employees (and to any or all employees of Service Provider's Subcontractors) that are dedicated to in the provision of Services if such offers are made at the time of, expiration or termination of the Term.

In furtherance thereof, Service Provider shall waive, and shall use commercially reasonable efforts to cause its Subcontractors to waive, their rights, if any, under contracts with such dedicated personnel restricting the ability of such personnel to be recruited or hired by the City/County or the City/County's designee. The City/County or its designees shall have reasonable access to such dedicated personnel for interviews and recruitment.

## **9 RELATIONSHIP MANAGEMENT**

### **9.1 PERSONNEL**

The Service Provider is expected to provide all technical, managerial and administrative staff necessary to perform its responsibilities and deliver the Services described in this Agreement. The City/County agrees to designate, make available and provide reasonable access to the City/County personnel to facilitate the Service Provider's efficient and timely performance of its obligations.

The Service Provider is responsible for conforming to all local, state and federal laws and regulations, and to the policies and procedures of the City/County, including governance standards, in the provision of Services. All Service Provider employees and subcontractors using the City/County resources, whether on site or off site, will adhere to the City/County policies and procedures provided to Service Provider for which notice is provided in advance and in writing or electronically. These include, but are not limited to, security policies, code of conduct policies such as Internet usage, passwords, access to the City/County production systems, data, and intellectual property, etc.

### **9.2 BACKGROUND CHECKS**

The Service Provider will perform all applicable local, federal, and national background checks, as permitted by law, on all personnel assigned to this project before the City/County will grant access. The background check should be in the form generally used by the Service Provider in its initial hiring of employees or contracting for independent contractors during the employment screening process but must, at a minimum, have been performed within the preceding twelve (12) month period. In addition, the applicable City/County law enforcement agencies will perform at the City/County's cost a comprehensive criminal background check which the parties acknowledge will include fingerprinting, for any personnel or subcontractors working for the City/County prior to performing any duties related to this agreement. The City/County may request a background check at any time on current and new employees. The Service Provider is expected to obtain all applicable releases, waivers, or permissions required for the City/County to receive any of the foregoing access or information. Service Provider personnel access or eligibility to perform services hereunder is contingent upon the City/County's receipt of satisfactory, positive background check information.

### **9.3 QUALIFICATIONS, RETENTION AND REPLACEMENT OF PROVIDER PERSONNEL**

All Service Provider personnel shall have experience, training, and expertise applicable for their responsibilities in the business of providing information technology services.

The Service Provider and its subcontractors will make available all training (including for any transitioned personnel) as may be necessary for them to perform their assigned duties. In any event, the levels of training should be equal to or greater than the average levels of training given to other Service Provider or Provider-Affiliate employees holding corresponding position

If the City/County believes that the performance or conduct of any Service Provider employee or one of its subcontractor's employees is, for any reason, not in compliance with the provisions of the Agreement, the City/County shall notify the Service Provider in writing and the Service Provider will promptly address the performance or conduct of the employee. Alternatively, at the City/County's

request, immediate replacement of the employee with one acceptable to the City/County and with sufficient knowledge and expertise to perform the Services may be required.

**9.4 ADDITIONAL PERSONNEL REQUIREMENTS**

All Service Provider staff and personnel will, prior to their assignment, be subject to drug screening and security clearances by the Service Provider based on the City/County's policies in effect as of the date personnel are assigned to the Service Provider's staff. All costs and expenses associated with providing, equipping and retaining staff and other personnel are incorporated within the fees. Costs would include all wages and benefits and associated staffing costs such as training and education, office supplies, travel and lodging costs and recruiting and relocation expenses.

**9.5 SERVICE PROVIDER PROGRAM MANAGER**

The Service Provider Program Manager or Account Executive must be

1. knowledgeable about each of the Service Provider's, and their respective subcontractor's, products and services,
2. experienced at running information technology systems and networks of a size and scope comparable to that of the City/County,
3. have the ability to work in a team-base, project-driven environment with multiple organizations, some of whom are other Service Providers,
4. be goal-oriented, and
5. otherwise acceptable to the City/County.

The Program Manager will be the primary liaison between the Service Provider and the City/County management, has overall responsibility for directing all of the Service Provider's activities and be vested with all necessary authority to act for Service Provider in connection with all aspects of the Agreement. The Program Manager will serve as the Service Provider's senior executive at the City/County site.

The Program Manager will report to the CIO (or his/her designee), and will perform duties as if part of the City/County's management organization in the same manner as would be expected of an employee of the City/County.

The Service Provider will use commercially reasonable efforts not to replace the Program Manager during the term of this Agreement without the City/County's prior written consent. Before any replacement of the Program Manager, the Service Provider will notify the City/County of the proposed replacement and assignment of a new Program Manager, introduce the individual to the appropriate City/County representatives and provide the City/County with a resume and any other information about the individual reasonably requested by the City/County. The City/County will have the right, prior to the assignment, hiring or designation of anyone to fill the position, even temporarily, or to perform the duties provided by the Program Manager, to interview and approve the selection.

No part of the Program Manager's compensation can be based on, nor will the Service Provider Program Manager directly or indirectly receive any commissions based on, the sale, lease or licensing to the City/County of any software, hardware or services by the Service Provider, a subcontractor, or any of their affiliates. It is intended that the primary job of the Service Provider's team is to deliver Services and manage the day-to-day activities of this Agreement, not to identify

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additional services to improve the financial viability of the contract for the Service Provider or to independently work with other agencies unless requested by the City/County.

In an effort to keep the Service Provider focused on the day to day tasks associated with the support of the enterprise, neither the Program Manager nor any part of the Service Provider's team will be allowed to solicit additional business from the City/County without consent from the City/County. The Service Provider may bid on additional opportunities as they arise by responding to the City/County bids or additional RFP(s).

At no time should the Service Provider's Program Manager or onsite management be assigned to other opportunities, unrelated to the City/County's agreement without prior written consent.

## **10 FEES**

All fees for the Services shall be paid in accordance with this section and Exhibit G. The City/County shall not be required to pay Service Provider any amounts for the Services other than those set forth under this agreement and applicable exhibit sections.

### **10.1 TRANSITION SERVICES FEES**

In consideration of Service Provider's performance of transition services ("Transition Services") pursuant to the Transition Services Plan attached hereto as Exhibit A ("Transition Plan", the City/County shall pay Service Provider the transition services fees set forth on Exhibit G. ("Pricing and Payment Schedule") that portion of the Transition Services Fee designated to be paid for achieving each agreed-upon milestone set forth in the Transition Plan shall be paid within thirty days of Service Provider's achievement of such milestone. The City/County's Transition Services Fee payment obligations under this Section 10.1 shall survive the early termination of the Agreement, except to the extent of any termination resulting from a Service Provider Default.

### **10.2 MONTHLY SERVICE FEE**

Commencing upon the Commencement Date, the City/County shall pay Service Provider the Monthly Service Fee set forth in Exhibit G. [Service Provider] shall deliver an invoice for the Monthly Service Fee set forth in Exhibit G on or about the first day of each month in advance of the Services to be performed during such month and each such invoice shall be due by the last day of such month for the duration of the Term, with payment for performance of Services during any partial month during the Term being pro-rated on a per diem basis based upon the number of days remaining in such partial month. The Monthly Service Fee is an all-inclusive fee for performance of the Services during each such calendar month, and includes, but is in no way limited to, all labor, materials, equipment, taxes, duties, licensing and leasing fees.

### **10.3 INCIDENTAL EXPENSES**

Service Provider acknowledges that, except as expressly agreed otherwise in writing, expenses that Service Provider expects to incur in performing the Services (such as, but not limited to, travel and lodging, document reproduction and shipping, and long-distance telephone incurred by the Service Provider) are included in Service Provider's charges and rates set forth in this Agreement. Accordingly, such Service Provider expenses are not separately reimbursable by the City/County unless, on a case-by-case basis for unusual expenses, the City/County has agreed in advance and in writing to reimburse Service Provider for the expense.

### **10.4 ONLY PAYMENTS**

Except as otherwise expressly stated and provided in the Agreement, the City/County shall not pay Service Provider any additional fees, assessments, reimbursements, costs or expenses for the performance of Transition Services or Services, including but not limited to hardware, software, training, tools, personnel, licenses, equipment, labor and general business expenses (including travel, meals, administration, and overhead expenses), all of which shall be paid for by Service Provider at its sole cost and expense, as set forth in the Statement of Work.

**10.5 DISPUTED AMOUNTS**

Subject to and in accordance with the provisions of this Section 10.5, the City/County may withhold payment of any Service Provider invoice (or part thereof) that it in good faith disputes is due or owing. In such case, the City/County shall, by the applicable due date, pay any amounts then due that are not disputed and provide to Service Provider a written explanation of the basis for the dispute as to the disputed amounts. The failure of the City/County to pay a disputed invoice, or to pay the disputed part of an invoice, shall not constitute a breach or default by the City/County, so long as the City/County complies with the provisions of this Section 10.5 and Article 14. The parties agree to expedite the Dispute Resolution with regard to disputed payments and use commercially reasonable efforts to complete such process within sixty (60) days after its commencement.

**10.6 GAIN SHARING**

Service Provider shall work with the City/County to identify potential savings in the Services and shall make recommended changes to the applications, methods and processes used by the City/County. Service Provider shall research and identify potential savings or improved processing techniques and shall submit savings and gain sharing proposals to the City/County. Service Provider's proposals shall include estimated current costs, the recommended changes and the projected savings or service improvements to the City/County. Upon the City/County's approval and acceptance of a savings or gain sharing proposal, Service Provider and the City/County shall prepare a Work Order setting forth each party's responsibilities to achieve the savings or improvements.

In the case of improved Services, a mutually agreed to value shall be assigned to such improved Services and shall be used as the basis for any gain sharing. Upon the Parties' execution of a Work Order, a Project Plan shall be developed by Service Provider to accomplish the change. the City/County shall compensate Service Provider for such savings or service improvements upon successful implementation as the Parties shall elect in writing via a fully executed amendment to this Agreement at the time of the relevant Work Order's execution: For example: any change initiated by Service Provider resulting in the savings or improved Services benefiting the City/County entitles Service Provider to earn an account credit equal to a percentage, not to exceed twenty-five percent (25%), of the actual savings or demonstrated value in improved Services for a period of twelve (12) months, after which all further savings or enhanced value shall be realized by the City/County. The foregoing gain sharing shall not apply to savings or enhanced value as a result of terminated Services, Services provided by the City/County or a third party, or as a result of time-shifting, cost-shifting or other financial manipulation.

## 11 ASSETS AND THIRD-PARTY CONTRACTS

### 11.1 THE CITY/COUNTY-OWNED EQUIPMENT

During the Term, the City/County will furnish to Service Provider, for Service Provider's use at no charge, the equipment owned by the City/County listed in the Supported Hardware tables as mutually updated from time to time, in accordance with information provided by the City/County and refined by Service Provider (the "the City/County-Owned Equipment"). The City/County-Owned Equipment will remain the property of the City/County and, except as set forth in this Agreement, will remain a City/County retained expense. Notwithstanding the location of the City/County-Owned Equipment at a Service Provider or other non-City/County facility, all right, title and interest in and to any the City/County-Owned Equipment will be and remain in the City/County, and Service Provider will have no interest in that the City/County-Owned Equipment.

### 11.2 THIRD-PARTY APPROVALS

Service Provider will take all actions reasonably necessary to obtain all necessary consents, approvals, or authorizations from third parties as required for Service Provider to access, operate, and use (at or from any location where Services are to be provided) the City-County-Owned Equipment and the City-County-Leased Equipment, including without limitation the payment of all costs and expenses associated therewith. The City-County's Representatives may at any time exercise control over Service Provider's actions with respect to such third parties.

Notwithstanding the foregoing, and except as set forth herein or as otherwise agreed by the Parties, Service Provider will be responsible for maintenance of all the City-County-Owned Equipment or the City-County-Leased Equipment after installation; provided, however, that (i) Service Provider will shall give the City-County reasonable access to all the City-County-Owned Equipment or the City-County-Leased Equipment located at a location other than the City-County premises; and (ii) Service Provider will reimburse the City-County for all costs and expenses of repair or replacement of the City-County-Owned Equipment or the City-County-Leased Equipment or any part thereof (reasonable wear and tear excepted) caused by Service Provider, or its sub-contractors, agents or invitees (exclusive of the City-County).

### 11.3 RETURN OF THE CITY/COUNTY EQUIPMENT

Upon the expiration or termination of this Agreement, Service Provider shall return each item of the City/County-Owned Equipment and the City/County-Leased Equipment to the City/County in substantially the same condition as when it was first provided to Service Provider, reasonable wear and tear excepted.

### 11.4 THE CITY/COUNTY MAINTENANCE AGREEMENTS

The City/County will retain all of the right, title and interest in and to the agreements relating to the maintenance of the City/County-Owned Equipment and the City/County-Leased Equipment. The City/County represents and warrants to Service Provider that, as of the Contract Signing Date, (i) it is not (and, to its knowledge, the provider of the maintenance services is not) in default in any material respect under any of the City/County Maintenance Agreements.

## **12 HUMAN RESOURCES**

### **12.1 SERVICE PROVIDER EMPLOYEES**

Neither Service Provider nor Service Provider's employees, subcontractors or other agents of the Service Provider are or shall be deemed to be employees of the City/County. Service Provider shall be solely responsible for the payment of compensation, including provisions for employment taxes, workers' compensation and any similar taxes associated with employment of Service Provider's personnel.

Service Provider ensures that its employees who perform outsourcing services under this Agreement are competent to do so. It is understood by Service Provider and Service Provider warrants and represents that all persons employed, directly or indirectly, by Service Provider to perform Services for the City/County shall be employees or agents of Service Provider exclusively, for all purposes and at all times and at no time shall be authorized to act as agents, servants or employees of the City/County, unless under the specific authorization of the City/County. Service Provider has received and shall ensure that all of its employees, agents and subcontractors comply with the City/County's human resources policies and the City/County's Information Security Guidelines Policy (each as provided to Service Provider prior to the date of this Agreement and upon any amendment to such policies) in performing the Services.

### **12.2 EMPLOYEE TRANSITION**

In order to minimize disruption to the provision and continuity of Services, it is the intention of the Parties hereunder that Service Provider will interview and consider for hire those employees of the prior service provider and other individuals who the City/County will by notice to Service Provider designate as knowledgeable and valuable resources. As requested by the City/County, Service Provider will engage in the interview and consideration activities as soon as possible after the Contract Signing Date. Service Provider personnel shall not receive financial incentives to sell additional services to the City/County.

### **12.3 SOLICITATION OF PERSONNEL**

Except as expressly provided for herein, during the Term of this Agreement, neither the City/County nor Service Provider, unless otherwise agreed to by the Parties in writing, shall directly or indirectly solicit, recruit, employ, or contract for the services of any employee of the other who is assigned to perform Services pursuant to this Agreement, except that the City/County may solicit, recruit, employ or contract for the services of any on-site Service Provider Personnel for employment by the City/County or its designated vendors or third party providers any time after the expiration or termination of the Agreement.

## **13 PROVISION OF RESOURCES BY THE CITY/COUNTY**

### **13.1 OFFICE SPACE AND FURNISHINGS**

The City/County shall make reasonably available all necessary office space, furnishings, and storage space ("the City/County Facilities") available to Service Provider's on-site personnel performing Services at all Locations throughout the Term. Unless otherwise agreed upon by the Parties in writing, the City/County will provide the City/County Facilities or comparable facilities, and Service Provider will utilize the same in providing the Services. Office space, furnishings, storage space, and assets installed or operated on the City/County premises, and supplies allocated, are provided "AS IS, WHERE IS," and are to be used exclusively for performance of Services for the City/County. The City/County shall provide Service Provider reasonably unencumbered access to such facilities as is reasonably required for Service Provider to provide the Services. Any furnishings (other than basic office furnishings) and office supplies for the use of Service Provider's (and its subcontractors') personnel are the exclusive responsibility of Service Provider.

Service Provider shall be entitled to make improvements to any space where Service Provider's personnel are performing Services on-site at a Location, provided that: (i) such improvements, including any Service Provider and architect associated therewith, shall have been previously approved in writing by the City/County (which approval may be withheld in the City/County's sole discretion); (ii) such improvements shall be made at no cost to the City/County; (iii) any subcontractors used by Service Provider to perform such improvements shall have been identified or otherwise approved in writing by the City/County; (iv) the City/County shall be granted, without further consideration, all rights of ownership in such improvements, and (v) Service Provider secures a waiver of mechanic liens from any and all Service Providers and suppliers prior to commencement of any such improvements. In the event such improvements or the construction thereof results in the introduction of hazardous materials (as defined by federal, state or local law, including but not limited to asbestos) upon the Location, then, and unless otherwise directed by the City/County, Service Provider shall (a) indemnify and hold harmless the City/County against any and all cost, expense, damage or liability resulting there from and (b) immediately remove and dispose of such hazardous materials at its sole cost and expense.

### **13.2 ACCESS TO PERSONNEL AND INFORMATION**

The Parties shall cooperate with each other in all matters relating to Service Provider's performance of the Services. With respect to the City/County, such cooperation shall be limited to providing, as reasonably required by Service Provider for the performance of the Services, reasonable access to the City/County's administrative and technical personnel, other similar personnel, and network management records and information.

### **13.3 OTHER FACILITY-RELATED OBLIGATIONS**

- (a) Except as expressly provided in this Agreement, Service Provider shall use the City/County facilities for the sole and exclusive purpose of providing the Services. Use of such facilities by Service Provider does not constitute a leasehold interest in favor of Service Provider.
  
- (b) Service Provider shall use the City/County facilities in a reasonably efficient manner.

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- (c)** Service Provider, and its subcontractors, employees, and agents, shall keep the City/County facilities in good order, shall not commit or permit waste or damage to such facilities, and shall not use such facilities for any unlawful purpose or act. Service Provider shall comply, and shall cause its subcontractors, agents and employees to comply, with all applicable laws and regulations, including all of the City/County's standard policies and procedures that are provided to Service Provider in writing regarding access to and use of the City/County facilities, including procedures for the physical security of the City/County facilities.
- (d)** Service Provider shall permit the City/County and its agents and representatives to enter into those portions of the City/County facilities occupied by Service Provider staff at any time to perform facilities-related services.
- (e)** Service Provider shall not make any improvements or changes involving structural, mechanical, or electrical alterations to the City/County facilities without the City/County's prior written approval.
- (f)** When the City/County facilities are no longer required for performance of the Services, Service Provider shall return such facilities to the City/County in substantially the same condition as when Service Provider began use of such facilities, subject to reasonable wear and tear.
- (g)** Service Provider shall not cause the breach of any lease agreements governing use of the City/County facilities.
- (h)** The City/County shall provide and maintain, for all the City/County facilities, adequate heating, ventilation, and air conditioning, electrical connections (to the wall plate), safety and security equipment, and connections to any facility-wide uninterruptible power supply. The City/County shall provide Service Provider with reasonable notice of proposed changes to any of the foregoing that may adversely affect Service Provider Equipment located at any such facility and, in such cases, Service Provider must relocate such hardware. To the extent provided by the City/County, the City/County shall use commercially reasonable efforts to maintain any uninterruptible power supply that is dedicated to support any the City/County Facility. Service Provider shall provide and maintain any uninterruptible power supply dedicated to Service Provider Equipment and shall provide and maintain all connections from the wall plate to the hardware used to provide the Services.
- (i)** Service Provider shall develop and adhere to an energy conservation plan that is consistent with City/County of Indiana policy, including temperature settings not less than minimum temperature settings in summer months and not greater than maximum temperature settings in winter months unless such temperature settings fall outside the recommended operating environment for the Equipment as specified by the applicable Equipment manufacturer. To the extent that Service Provider operates the City/County facilities in a manner that unnecessarily increases facility costs incurred by the City/County, the City/County reserves the right to off-set the excess utility costs of such practices.
- (j)** For any Locations added by the City/County after the Contract Signing Date, Service Provider shall provide to the City/County, for its review and approval, detailed plans

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and specifications conforming to the Equipment manufacturer's requirements that are necessary for Service Provider to provide the Services to such Locations.

## **14 DISPUTE RESOLUTION**

Prior to the initiation of litigation with respect to claims arising hereunder, the Parties shall first attempt to resolve their dispute informally, as follows:

- (a)** Upon the written request of a Party, each Party shall appoint a designated representative who does not devote substantially all of his or her time to performance under this Agreement, whose task it will be to meet for the purpose of endeavoring to resolve such dispute.
- (b)** The designated representatives shall meet as often as they reasonably deem necessary for each Party to gather and furnish to the other all information with respect to the matter in issue which the Parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and attempt to resolve the dispute without the necessity of any formal proceeding.
- (c)** During the course of discussion, all reasonable requests made by one Party to another for non-privileged information, reasonably related to this Agreement, shall be honored in order that each of the Parties may be fully advised of the other's position.
- (d)** The specific format for the discussions shall be left to the discretion of the designated representatives, but may include the preparation of agreed-upon statements of fact or written statements of position.
- (e)** If a resolution to such dispute does not occur during such meeting or within three (3) business days thereafter, the parties agree to elevate the dispute to the President level of the Service Provider and the Chief Information Officer(s) for City/County. If Service Provider and the City/County are unable to reach a mutually agreeable resolution after such meeting, the City/County's Chief Financial Officer(s) shall make a recommendation which shall be non-binding on Service Provider. If Service Provider does not agree with such recommendation either party may institute legal action in accordance with the law and this Agreement. Notwithstanding anything to the contrary contained herein, and even if any problem or other dispute arises between the parties and regardless of whether or not it requires at any time the use of the dispute resolution procedures described above, in no event nor for any reason shall Service Provider interrupt or suspend or terminate the provision of Services to the City/County or perform any action that prevents, impedes, or reduces in any way the provision of Services or the City/County's ability to conduct its activities, unless: (i) authority to do so is granted, explicitly and in writing, by the City/County or conferred by a court of competent jurisdiction; or (ii) this Agreement has been terminated. Any dispute hereunder shall not relieve Service Provider from its obligations to continue providing Services to the City/County. Pursuant to this Agreement, City/County may withhold disputed payments pending resolution of any dispute with respect thereto. Litigation for the resolution of a dispute shall not be commenced until the earlier of:
  - 1.** the designated representatives concluding in good faith that amicable resolution through continued negotiation of the matter does not appear likely; or
  - 2.** thirty (30) days after the initial written request to appoint a designated

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representative pursuant to Paragraph (i) above (this period shall be deemed to run notwithstanding any claim that the process described in this section was not followed).

This section shall not be construed to prevent a Party from instituting, and a Party is authorized to institute, litigation earlier than prescribed herein to (i) avoid the expiration of any applicable limitations period, (ii) preserve a superior position with respect to other creditors, or (iii) seek immediate injunctive relief.

## 15 INCENTIVE PLAN

For and in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

**Section 1. No Default:** The terms and conditions of this Incentive Plan and the incentives provided herein shall not be in effect or otherwise available to reduce the credits for any calendar month in which the Service Provider, during any portion of said month, is in Default.

**Section 2. Earnbacks:** Service Provider shall be entitled to a reduction in the credit assessed for any calendar month ("Violation Month") if it meets the SLA it failed to meet in the Violation Month in each of the three (3) months following the Violation Month. The reduction ("Earnback") shall equal fifty (50%) percent of the credit that would have been assessed for the Violation Month had Service Provider met all of the SLAs that the Service Provider did meet during each of the following three (3) calendar months.

**Section 3. Incentives for Exemplary Service:** In recognition of exemplary service, Service Provider shall be entitled to accrue offsetting points ("Offsetting Points") that may be used for reducing assessed points determined pursuant to 22 EXHIBIT D: SERVICE LEVEL AGREEMENTS (SLA'S) & REPORTING REQUIREMENTS for failure to meet the specified SLA standards. Offsetting Points shall be earned for satisfying enhanced SLA standards in accordance with the following table:

Service Area	Service Requirement	Performance Target	Enhanced SLA	Offsetting Points Earned
Incident Response and Resolution	Severity 1	Time to Resolve	99%	5
First Call Resolution Rate	First Call Resolution Rate	Response Time	90% of resolvable calls	5
Project Estimation		Target cause, actual estimate	97%	5

The following guidelines shall be applicable to the accrual and use of exemplary service points:

- A. To earn Offsetting Points, the enhanced SLA must be satisfied for two (2) consecutive months.
- B. Offsetting Points shall only accrue in a month where there are no failed SLAs.
- C. The maximum number of Offsetting Points that can be accrued is fifteen (15) points. After Offsetting Points are used, Offsetting Points can again be accrued. For example, if the Service Provider has accrued the maximum 15 Offsetting Points and uses said points to reduce or eliminate assessed points in any calendar month, the Service Provider could again begin accruing Offsetting Points, up to the 15-point level, by complying with one or more of the enhanced SLA standards for

the two (2) calendar months following the month in which the previously accrued Offsetting Points were used.

D. Offsetting points can be used to offset any failed SLA and shall be applied in a manner to reduce the total assessed points in any month in which Offsetting Points are available for use. For example, if Service provider has accrued fifteen (15) Offsetting Points, and receives twenty-five (25) assessed points in a calendar month, the Offsetting Points will be automatically applied to the assessed points so that the credit amount will be based upon sixty (10) assessed points as opposed to twenty-five (25) assessed points for said month.

E. Accrued Offsetting Points shall not expire.

**Section 4. Definitions:** Terms used in this Incentive Plan, not otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

**Section 5. Application of Credits to Required Payments:** Pursuant to the terms of this Incentive Plan, the credit amount for any calendar month will not actually be finally determined until the Service Provider has either earned or failed to earn an Earnback for such month. Accordingly, notwithstanding the terms of the Agreement, any credit amount shall not be actually applied to reduce the payments otherwise due by the City/County until the credit amount is no longer subject to reduction by Earnbacks.

**Section 6. Future Adjustments:** City/County and Service Provider shall, within each period beginning December 1 and ending January 31 during the term of the Agreement, review the weights, credits, incentives and SLA standards for the purpose of determining whether the system of credits and incentives is promoting service levels acceptable to City/County without unfairly penalizing Service Provider. The parties agree to negotiate, in good faith, any necessary adjustments to this Incentive Plan to accomplish said objectives.

## 16 DEFINITIONS

The following words and phrases, when used in this Agreement, shall have the indicated meanings. Terms capitalized within a particular definition have been defined elsewhere within this Agreement.

1. **AFFILIATE:** "Affiliate" shall mean, as to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under common control with, such Person, whether through ownership of voting securities or otherwise. For this purpose, and without limiting the foregoing, any Person that owns more than twenty percent (20%) of the outstanding voting securities of any other Person shall be deemed to control such other Person.
2. **AGREEMENT:** "Agreement" means this Information Technology Service Agreement including all attachments, Exhibits, and SOWs hereto, as amended from time to time.
3. **APPLICATIONS SOFTWARE:** "Applications Software" or "Applications" means those programs and programming (including the supporting documentation, media, on-line help facilities and tutorials) that perform in the conduct of the Services specific user-related data processing tasks. Applications Software includes Office Automation Software.
4. **BASELINE TECHNOLOGY:** "Baseline Technology" includes all hardware, software and other technologies necessary for the provisioning of Services under this Agreement.
5. **CITY/COUNTY CONFIDENTIAL INFORMATION:** "the City/County Confidential Information" shall mean records, data, and other information that is obtained by Service Provider or any of its employees, agents or subcontractors from (or with regard to) the City/County in connection with the performance of this Agreement or otherwise, whether in tangible or intangible form, and including:
  - (a) all the City/County Data;
  - (b) all Public Record Data (except as provided below);
  - (c) all financial information, personnel information, client information, reports, documents, correspondence, plans, and specifications relating to the City/County;
  - (d) all technical information, materials, data, reports, programs, documentation, diagrams, ideas, concepts, techniques, processes, inventions, knowledge, know-how, and trade secrets, developed or acquired by the City/County, including Work Product;
  - (e) any information that the City/County identifies to Service Provider as confidential by a stamp or other notice; and
  - (f) all other records, data, or information collected, received, stored, or transmitted in any manner connected with the provision of Services hereunder.
  - (g) court records governed by Indiana Supreme Court Administrative Rule 9.

The City/County Confidential Information shall not include information that Service Provider can demonstrate was: (i) at the time of disclosure to Service Provider, in the public domain; (ii) after disclosure to Service Provider, published or otherwise made a part of the public domain through no fault of Service Provider; (iii) in the possession of Service Provider at the time of disclosure to it, if Service Provider was not then under an obligation of confidentiality with respect thereto; (iv) received after disclosure by the City/County to Service Provider from a third party who had a lawful right to disclose such information to Service Provider; or (v) independently developed by Service Provider without reference to the City/County Confidential Information. For purposes of this provision, information is in the public domain if

it is generally known (through no fault of Service Provider) to third parties who are not subject to nondisclosure restrictions similar to those in this Agreement.

- 6. CITY/COUNTY DATA:** "the City/County Data" means, in or on any media or form of any kind: (i) all data, code, and/or information, including summaries and derivatives thereof, related to the City/County, its citizens, or the Services that is in the possession of the City/County, or which the City/County has the right to possess, regardless of whether or not owned by the City/County, generated or compiled by the City/County, or provided by its citizens, including data, code and information that is in the City/County's databases or otherwise in the City/County's possession at any time during the Term; and (ii) all other the City/County records, data, files, input materials, code, surveys, reports, forms, and other such items that may be received, computed, developed, used, or stored by Service Provider, or by any of its Subcontractors, in the performance of Service Provider's duties under this Agreement.
- 7. CITY/COUNTY INFORMATION:** "the City/County Information" means all information, in any form, furnished or made available directly or indirectly to Service Provider by the City/County or otherwise obtained by Service Provider from the City/County.
- 8. CITY/COUNTY SOFTWARE:** "the City/County Software" means Software created or acquired by the City/County, that the City/County instructs Service Provider to utilize in connection with the Services, before or after the Contract Signing Date, and all supporting documentation, media, and related materials including any and all modifications, enhancements, updates, replacements, and other derivative works thereof.
- 9. DATA CENTER:** "The City/County Data Center" or "Data Center" means the data center currently located in the basement, room B16 of the Edwin Rousseau Centre.
- 10. DATA NETWORK:** "Data Network" means all of the Equipment, Software, lines, interconnect devices and cabling used to connect and transmit data among the Data Center, End User Locations, the City/County external customer locations and disaster recovery centers providing recovery services to the City/County, including between one End User Location and another End User Location.
- 11. DATABASE SOFTWARE:** "Database Software" means those programs and programming (including the supporting documentation, media, on-line help facilities and tutorials) which form and provide database management systems that perform the tasks of managing and providing data and data information to Applications Software and other Software or otherwise support the provision of the Services by Service Provider with respect to data. Database Software includes database management system software, associated tools and automated query and reporting software, database configuration and management utilities, and related software.
- 12. ENVIRONMENTAL LAWS:** "Environmental Laws" shall mean all applicable federal, state, or local statutes, laws, regulations, rules, ordinances, codes, licenses, orders, or permits of any governmental entity relating to environmental matters whether currently existing or hereafter enacted, amended, supplemented or modified.
- 13. GAAP:** "GAAP" is the acronym for "generally accepted accounting principles."

- 14. HAZARDOUS MATERIALS:** "Hazardous Materials" means any substance or material meeting any one or more of the following criteria: (i) it is or contains a substance designated as a hazardous waste, hazardous substance, hazardous material, pollutant, contaminant or toxic substance under any Environmental Law; (ii) it is toxic, reactive, corrosive, ignitable, infectious, or otherwise hazardous; or (iii) any substances the presence of which requires investigation or remediation under any Environmental Law.
- 15. MAINTENANCE SERVICES:** Preventive and remedial services to repair, maintain, or optimize in scope hardware or software.
- 16. OTHER SERVICES:** "Other Services" shall mean any IT-related services that are requested by the City/County from time to time and that: (i) are not Services; or (ii) are otherwise designated in this Agreement as being Other Services.
- 17. PARTY:** "Party" shall mean the City/County or Service Provider; "the Parties" shall mean both of them.
- 18. PERSON:** "Person" shall mean any natural person, corporation, limited liability company, limited liability partnership, general partnership, limited partnership, trust, association, governmental organization or agency, political subdivision, body politic, or other legally recognized person or entity of any kind.
- 19. SERVICE LEVELS:** "Service Levels" shall mean those functional and operational performance levels specified in the SOW Service Areas for any task or service.
- 20. SLA:** "SLA," is the acronym for service level requirement, and shall mean the minimum functional and operational Service Level for any task or service.
- 21. SOFTWARE:** "Software" means Applications Software, Database Software, Office Automation Software and Systems Software, unless a more specific reference is required.
- 22. SUBCONTRACTOR:** "Subcontractor" shall mean any Person other than Service Provider that provides Services to the City/County pursuant to an agreement with Service Provider. Any Service Provider Affiliate that provides Services to the City/County pursuant to such an agreement shall be deemed an approved Subcontractor.
- 23. TRANSITION START DATE:** The mutually agreed date coinciding with the transition project schedule start date
- 24. OTHER TERMS:** Other terms used in this Agreement are defined in the context in which they are used and shall have the meanings there indicated.

17 SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

**ATOS ("Service Provider")**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF FORT WAYNE / ALLEN COUNTY, IN. ("City/County")**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
??? - City of Fort Wayne, IN

By: \_\_\_\_\_ Date: \_\_\_\_\_  
??? - County of Allen, IN

**APPROVED AS TO FORM AND LEGALITY:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
??? - [Corporation Counsel]

**{ } APPROVED FOR EXECUTION:**

**{ } APPROVED AS TO AVAILABILITY OF FUNDING:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
??? - Controller

## 18 E-VERIFY AFFIDAVIT

Pursuant to Indiana Code 22-5-1.7-11, the Service Provider entering into a contract with the City/County is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Service Provider is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Service Provider, being first duly sworn, deposes and states that the Service Provider does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the City/County, the undersigned Service Provider will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

(Service Provider): \_\_\_\_\_

By (Written Signature): \_\_\_\_\_

(Printed Name): \_\_\_\_\_

(Title): \_\_\_\_\_

Important - Notary Signature and Seal Required in the Space Below

STATE OF \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2013.

My commission expires: \_\_\_\_\_ (Signed) \_\_\_\_\_

Residing in \_\_\_\_\_ County, State of \_\_\_\_\_

\* THIS PAGE INTENTIONALLY LEFT BLANK  
\* END OF TERMS AND CONDITIONS PORTION OF MASTER AGREEMENT  
\* EXHIBIT SECTIONS TO FOLLOW

## **19 EXHIBIT A: TRANSITION SERVICES**

This Exhibit is incorporated into and made a part of the Professional Services Agreement by and between the City/County and Service Provider.

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Starting at 12:01a.m Eastern Standard Time (EST), on the date immediately following the Contract Signing Date, Service Provider shall provide the Transition Services set forth in this section, and such other services as are necessary or desirable for the full and timely implementation of this Agreement and performance of the Services.

### **19.1 TRANSITION OVERVIEW**

Service Provider agrees to cooperate in the rendering of timely and orderly transition assistance by the City/County and any third-party Service Provider pursuant to the current service provider Agreement or otherwise ("Transition Assistance"). Such cooperation shall include, but is in no way limited to: (i) scheduling of human resource training by the City/County and current service provider in the performance of Services to be transferred; (ii) acceptance, review and distribution of information and documentation reasonably necessary for the performance of the Services, including file transfer protocol information; (iii) providing reasonable access to the Data Center and other facilities used for provision of the Services; (iv) providing weekly written reports to the City/County, its Chief Information Officer (CIO) or Director of IT (Director) and other designated personnel or agents, during the Transition Period detailing the progress of such transition ("Weekly Transition Report"); (v) prompt written notice of any actual or anticipated delays, interruptions or problems likely to have an adverse effect on the timely and orderly transition of the Services ("Delay Notice").

Service Provider agrees to execute a written assurance that (i) it will maintain at all times the confidentiality of any current service provider proprietary information or other confidential materials disclosed or provided to, or learned by, Service Provider in the course of receiving transition assistance, and (ii) that the designee will use such proprietary information and other confidential materials solely for the purposes for which the City/County is authorized to use such information and other confidential materials under this Agreement.

Service Provider shall obtain copies of all consents, approvals, licenses, leases and contracts owned or used by current service provider in provision of the Current Services, and, upon consultation with the City/County, secure any rights, consents, renewals, assignments or sublicenses necessary for the performance of the Services in a timely manner so as to avoid infringement upon the rights of any third party, including current service provider. Service Provider shall promptly notify the City/County in writing upon the failure of current service provider to make such documents available upon request from the Service Provider.

### **19.2 TRANSITION PROGRESS REPORTS**

In addition to the Weekly Transition Report, Service Provider shall provide to the City/County CIO (or his/her designated representative) a detailed written update as to the progress of the Transition Services, at least monthly until such successful completion of the Transition and each of Service Provider's responsibilities there under have been met. The form and format of such Progress Report shall be as defined in the Transition Plan by the Service Provider and reviewed/approved by the City/County.

**19.3 TRANSITION PROJECT PLAN AND SCHEDULE**

(If required, final copy to be inserted once provided by awarded Service Provider and reviewed and approved by the City/County during the Contract Negotiations phase)

## **20 EXHIBIT B: SERVICE PROVIDER STATEMENT OF WORK (SOW)**

This Exhibit is incorporated into and made a part of the Professional Services Agreement by and between the City/County and Service Provider.

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- 1. File name: Atos\_SOW\_CFW-AC\_v7 (MS word)**

**Contained in folder: CFW-AC Strategic Outsourcing Contract Exhibits**

## **21 EXHIBIT C: MISC AND RELATED CONTRACT DOCUMENTS**

The following documents are attached to this Professional Services Agreement by and between the City/County and Service Provider as reference only. The final agreement between the parties and the Services to be performed are as set forth in the Agreement and the Statements of Work attached hereto.

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- 1. The original published RFP file name: RFP#3972\_CFW-AC\_IT Sourcing Services-vFinal (PDF)**
- 2. Service Providers Response to RFP file name: Atos RFP response (3 zipped files)**
- 3. Service Providers BAFO Pricing Workbook file name: RFP3972\_BAFO Pricing Workbook-v1 (MS Excel)**

**Contained in folder: CFW-AC Strategic Outsourcing Contract Exhibits Folder**

## 22 EXHIBIT D: SERVICE LEVEL AGREEMENTS (SLA'S) & REPORTING REQUIREMENTS

This Exhibit is incorporated into and made a part of the Professional Services Agreement by and between the City/County and Service Provider.

### 22.1 SERVICE LEVEL MANAGEMENT

Service level management processes monitor and report on service levels and defines regular City/County reviews. The SLA's for Severity response, escalation, and resolution shall apply only to City/County's in-scope systems. Service levels are calculated based on monthly volumes and must have a minimum quantity of events such that a single failure does not cause a service level default.

#### Responsibility Matrix

The following tasks comprise the activities for Service Level Management.

#### Service Level Management

1	Act as the single point of contact for all service performance management, related issues, and reporting within the scope of agreed services.	<input checked="" type="checkbox"/>	
2	Monitor, track, and report service level adherence monthly and provide attainment trending to the Operations teams as required, with review by City/County	<input checked="" type="checkbox"/>	
3	Perform root-cause analysis and implement performance plans to address service level failures that may occur using problem management processes, in conjunction with City/County as needed.	<input checked="" type="checkbox"/>	
4	Use escalation management for unresolved operational issues impacting service performance.	<input checked="" type="checkbox"/>	
5	Provide calculation of the Service Level attainment and applicable Service Credits to City/County for approval	<input checked="" type="checkbox"/>	
6	The City/County will audit and approve (or dispute) Service Level attainment and applicable Service Credits.		<input checked="" type="checkbox"/>
7	Work collaboratively to minimize service level excuses through continuous improvement and problem management processes.	<input checked="" type="checkbox"/> Primary	<input checked="" type="checkbox"/> Supporting

### 22.2 ADJUSTMENTS TO SERVICE LEVELS

[Service Provider] and City/County may review the basis of, and adjust as reasonably necessary or preferable, the definitional elements of Service Level Agreements (SLAs) or Key Performance Indicators (KPIs) for the purposes of improving the objective of the service level/KPI or more accurately measuring the service level agreement/KPI. Any changes to the service levels resulting

from this review would require compliance to/with [Service Provider] and the City/County Contract Change Processes.

### **22.3 SERVICE LEVEL AGREEMENTS AND QUALITY INDICATORS**

Metrics will be identified as either Service Level Agreements (SLAs) or Key Performance Indicators (KPIs). Compliance with SLAs will be reported on a defined schedule and will have defined consequences for failures. KPIs will also be reported on a defined schedule but are more for informational and general service control purposes; however, if repeated failures to meet these measurements occur, mutually agreed actions will be taken.

### **22.4 REPORTING AND MEASUREMENT**

Except as otherwise specified, the Measurement Period for each SLA or KPI will be monthly (a calendar month).

Service Provider will provide such additional information as reasonably requested by City/County to assist City/County in understanding the Service Level measurements and for auditing the same.

Within an agreed-upon period following month end, Service Provider will provide to City/County monthly reports to verify Service Provider performance of, and compliance with, the SLAs and KPIs. Such reports shall include notification to City/County of any failure to meet an SLA during the corresponding calendar month. Service Provider will provide reasonably detailed supporting information for each report as reasonably requested by City/County and access to the data to enable the City/County to audit such reports.

### **22.5 TRANSACTION BASED SLA MINIMUM VOLUME**

For transactional based SLAs, achievement of SLAs is subject to a minimum volume for the types of transactions that occur during the reporting period to which the Service Level Agreement applies (e.g., volume of transactions per reporting period and error rate for such transactions).

The formula for the minimum volume for each transaction based SLA =  $1 / 1 - \text{target SLA}$

Also expressed as One divided by (One minus the target SLA expressed as a fraction – e.g. 98% = 0.98).

For example, if the performance target is that 95% of incidents must be resolved in a Measurement Interval, then there must be a minimum of twenty (20) incidents measured and Vendor must resolve at least nineteen (19) to meet the SLA. If there were fewer than twenty incidents, then the SLA would be missed on the basis of a single failure by Vendor, which equates to a 100% SLA rather than the agreed 95% SLA.

In any Measurement Interval where, using the formula above, there is an insufficient number of total transactions measured to achieve the minimum number of transactions for the Measurement Interval, no SLA failure will be deemed to have occurred and no Service Credits shall be imposed on Vendor for the applicable Measurement Interval and SLA.

Notwithstanding the foregoing, the foregoing paragraph shall not apply to those SLAs where the expectation of performance is one hundred percent (100%) or where the presumption is that an SLA is not transaction-based, but is recurrence-based, and the expectation is that a recurring Service will be available subject to certain exceptions which are indicated in the applicable SLA definition (e.g., availability of service is expected 100% of the time with some allocation for schedule and unscheduled downtimes). The following SLAs are not subject to the transaction based minimum volume clause in the foregoing paragraph:

Severity 1 – Urgent

Severity 2 – Critical (If total number of Severity 2 incidents in a month is less than 20, the City/County will forgive one per month.)

## **22.6 SERVICE LEVEL FAILURES**

A Service Level Failure (SLF) will be deemed to occur whenever Service Provider level of performance for a particular Performance Metric fails to meet the Service Level minimum thresholds, as identified in Section 21.10 of this EXHIBIT D. Subject to section 22.7.1 which identifies certain events (SLA Waivers) when a Service Level is waived.

Service Level Failures are validated based upon data/statistics provided for the Services in accordance with service level reporting at month end.

Disputes related to qualification for an SLA Waiver will be resolved without any further escalation, by the members of the Operational Governance Board within ten (10) business days, or as otherwise mutually agreed from the time that the Operational Governance Board members acknowledge receipt of the dispute.

The first sixty days following the Commencement Date will be a baseline operations period. During the baseline operations period, any service level failure will follow standard root cause and remediation through the governance process but service level credits will not apply. Service level credits are effective 60 days following Commencement Date.

## **22.7 SERVICE LEVEL CREDITS**

All service levels will be reported and audited on a monthly basis. Credits will be assessed against the Service Provider in the following case:

- ✓ The second consecutive month of Service Level Failure for a specific SLA

Across all SLAs, the total, aggregate monthly credit amount at risk is equal to five per cent (5%) of the base monthly fees paid by the City/County.

A total of 100 credit points are assignable or spread across the SLA's based on the importance or relevance of each SLA to the City/County. Point assignment to specific SLAs can be adjusted and re-spread across the SLA's on an annual basis.

**22.7.1 CALCULATION OF CREDIT POINTS AND SERVICE CREDIT PER SLA**

The value of each credit point is figured as follows:

((Annual base contract fee/12 months) X 5% at risk) divided by a total of 100 points

After the point value is obtained, the value of each SLA is calculated by multiplying the number of points assigned to the specific SLA or SLAs by the value of one point. The total credit per SLA is rounded to the nearest \$100.

For example, for a \$6M annual base contract, the monthly credit for non-compliance for a set of SLAs with a total assigned point value of 75 would be: ((((\$6M/12) \* 0.05)/100)\*75 points = \$18,750. Credits will be subtracted from the monthly invoice in the month incurred.

Service Provider's nonperformance of its obligations under this Agreement shall be excused if and to the extent that such Service Provider nonperformance relates to items that are out of the Service Provider's control and responsibility including (i) Force Majeure events; (ii) omissions or nonperformance of City/County responsibilities; (iii) daily call volume for the Service Desk exceeds one hundred fifty percent (150%) of the prior ninety (90)-business day rolling daily average volume; (iv) unavailability of parts, products, Non-[Service Provider] personnel, wiring/cabling; and/or (iv) other exclusions, exemptions or suspensions provided in the SOW and approved by the City/County on a case by case basis.

**22.8 SEVERITY DESCRIPTIONS AND EXAMPLES**

Service Provider shall respond to Incidents and Service Requests in the environment through contacts with the Service Provider Service Desk, or as reported by the service monitoring solution, based on definitions in the following tables. City/County and Service Provider agree to follow an incident and problem identification process that shall generally apply to identification of and response to an Incident or Problem.

Service Provider will use the following definitions to determine the priority of how service response is to be provided based on industry standards.

**Severity Description and Classification**

Priority Level	Severity Descriptions
Severity 1 (Urgent)	A system (i.e. Data Center Resource Unit that is a Mission Critical or Business Critical service) or service is not available or is working at a severely degraded capacity/performance for multiple users. -OR- Event has a major impact to an internal City/County Agency or Department -or- Event is revenue impacting or impacting time sensitive regulatory compliance AND Is having a high impact on the affected Application or Service with no acceptable bypass or workaround as defined by the key users.

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Severity Level	Business Impact/Definition
Severity 2 (Critical)	System or service functionality has become limited or is working at marginally degraded capacity or performance for multiple users AND no acceptable bypass or workaround exists, as defined by the key users -or- A system, (i.e. Data Center Resource Unit that is a Mission Critical or Business Critical service) or service is not available or is working at a severely degraded capacity/performance for multiple users, but there is no user impact because a redundant/fail-over system is in use -or- A Critical Function single user is unable to use a system/service or a component of a system/service that is necessary for him/her to perform his/her critical work activity.
Severity 3 (Normal)	A single user is unable to use a system/service or a component of a system/service that is necessary for him/her to perform his/her primary work activities -or- A system or service has encountered a non-critical issue with minimal loss of functionality or is working at minimally degraded capacity or performance -or- A system or service is unavailable where another can be readily used (i.e. an individual printer)
Severity 4 (Low)	Report of event not impacting work efficiency of a single user -or- Any Standard Service Request
Severity 5 (Cosmetic)	

**22.9 INSTALLS, MOVES, ADDS, CHANGES (IMAC) DEFINITIONS**

The City/County's projected usage is detailed below. These metrics represent the City/County's most realistic projection of the IMAC volumes based on a combination of past trends, known application requirements, and current anticipated overall business direction over the term of the contract.

**IMAC Definitions Table**

Hardware	
Install PC (including monitor)	1
Install Monitor (replacement or additional)	1
Install Laptop, Tablet, etc (including docking station)	1
Install Desktop Printer (local)	1
Install Network Device (Printer, Scanner, etc.)	1
Install Handheld Devices (Blackberry, iPhone, etc)	1
Move PC	1
Move Monitor	1
Move Laptop, Tablet, etc	1

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Move Desktop Printer (local)	1
Move Network Device (Printer, Scanner, Etc.)	1
Image Install or Re-image	1
Install Application (per app. locally installed only)	1
End-user Data Transfer (local transfer only)	1
Disposal (including paperwork, per piece)	1
Hard Drive Wipe - Non disposal only	1

**Note to Service Provider: Only one IMAC will be counted per delivery. In addition, automated application deployment will not be counted as an IMAC, and will be utilized whenever possible.**

**IMAC Projections**

	Year 1	Year 2	Year 3	Year 4	Year 5
IMACs	4,000	4,200	4,400	4,600	4,800

**22.10 STANDARD SERVICE LEVEL AGREEMENTS (SLA'S)**

**22.10.1 INFRASTRUCTURE SERVICES: SERVICE DESK SLA'S**

SLA Description	Performance Target	SLA
<b>Service Desk - Incident Response and Resolution</b>		
1 <sup>st</sup> Call Resolution Rate	Resolution of resolvable calls on first call <i>(Excluding calls to the Service Desk not related to technical issues)</i>	85%
Email Response rate (Initial automated email response)	≤ 1 hour	98%
Severity 3—Normal (includes Email Response and Resolution)	Response within 4 hours, and Resolution within 2 business days	85%
Severity 4—Low	Response within 8 hours, and Resolution within 12 business hours	85%
<b>Service Desk - Incident Closure</b>		
Root Cause Analysis (RCA)	Provide monthly report for all Severity 1 level tickets	KPI
Reoccurring Problem	<2% recall (ticket reopen)	2%
<b>User Account Administration</b>		
New User Account (up to 5 per request)	Completed within 2 business days of authorized request.	98%

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SLA Description	Performance Target	SLA
New User Account (6-20 per request)	Completed within 3 business days of authorized request.	95%
Password Reset	Completed within 15 minutes of receipt of request.	98%
Privilege Changes	Within 8 business hours of authorized request.	98%
Emergency Disable Account	Within 30 minutes of authorized request.	100%
Disable User Account (non-emergency)	Within 8 business hours of authorized request.	KPI
<b>Customer Satisfaction</b>		
Periodic Sample Satisfaction Survey	Respond to a dissatisfied survey by contacting the customer within 8 business hours	KPI
Annual Customer Satisfaction Survey - (conducted by independent 3rd party surveyor)	Users surveyed should be very satisfied or satisfied (based on a minimum of 10% response rate) offline	95%
<b>Service Desk - Response Time</b>		
Speed-to-Answer	< 60 sec	90%
Call Abandonment rate	≤ 2% of calls that abandon greater than or equal to 60 seconds	2%

**22.10.2 INFRASTRUCTURE SERVICES: DESKSIDE SLA'S**

SLA Description	Performance Target	SLA
<b>Deskside - Incident Response and Resolution</b>		
Severity 3—Normal	Response within 4 hours, and Resolution within 2 business days	85%
Severity 4—Cosmetic	Response within 8 hours, and Resolution within 12 business hours	85%
<b>Deployment - Distributed Computing</b>		
Urgent Request, New PC setup or reimaging a single installation (High Priority)	1 business day	98%
PC setup or reimaging (single request): 1 - New PC setup or reimaging a single installation 2-5, 6-10, 11+	PC setup or reimaging (single request): 1 business day 2 business days, 5 business days, 10 business days or as agreed by all the parties	95%

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SLA Description	Performance Target	SLA
<b>Physical Equipment Moves</b>		
Urgent Request, single move (High Priority)	8 hours	98.0%
PC move (single request): 1 - New PC move 2-5, 6-10, 11+	PC move (single request): 1 business day, 2 business days 5 business days, 10 business days or as agreed by all the parties	95%

**22.10.3 INFRASTRUCTURE SERVICES: DATA CENTER AND NETWORK SERVICES SLA'S**

SLA Description	Performance Target	SLA
<b>Server</b>		
Production Intel Application, Middleware and Database Servers	Sun-Sat, 000-2400	99.9%
Production messaging Servers (e-mail)	Sun-Sat, 000-2400	98.0%
Shared Storage systems	Sun-Sat, 000-2400	98.0%
QA/Test Systems and Servers	Sun-Sat, 000-2400	95.0%
<b>Application Platform Online Response</b>		
Intel Production Systems	Transactions complete < 2.0 sec Within 120 days of Contract signature the Service Provider and City/County will mutually agree on a valid measurement process and re-categorize this measurement as a KPI.	98.0%
<b>System/Server/Network Administration (All Platforms)</b>		
<b>Datacenter and Network - Incident Response and Resolution</b>		
Severity 1—Urgent	Response within 30 minutes and Resolution within 4 hours	98%
Severity 2—Critical	Response within 2 hours and Resolution within 8 hours	95%
Severity 3—Normal	Response within 4 business hours and Resolution within 2 business days	85%
Severity 4—Low	Response within 8 business hours and Resolution within 4 business days	85%
<b>Capacity and Performance</b>		

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SLA Description	Performance Target	SLA
<b>Capacity/Performance:</b> Continuously monitor server and network capacity and performance and storage capacity for defined threshold alerts and anomalies. Notify City/County when monitoring alerts are triggered or anomalies are identified on system resources.	1 hour notification of City/County of verification of event trigger or anomaly identification.	100.0%
<b>Capacity/Performance Planning:</b> Trend Analysis and reporting across all platforms. Capacity change requests - Server & Storage	Monthly analysis reports and interim reports on rapidly developing events and trend identification.	100.0%
Deploy service/security patches and antivirus updates necessary to protect or repair environment vulnerabilities.	Implement per change plan approved through City/County Change Management	100.0%
<b>Server Deployment</b>		
New Server	Virtual server - 3 business days Physical server, 5 business days (upon receipt of equipment)	95.0%
<b>Restoration Services</b>		
Critical Restore Requests:	2 Hours to begin the critical restore process	99.0%
Non-Critical Restore Requests	# of business days to begin the restore process from time of notification by Service Recipient.	2 days 100% of the time
<b>Backup Services</b>		
Server Backup % of backups successfully completed, after any necessary retries.	Tier I (Daily with logs-incremental) Tier II (Weekly without logs- Full) Tier III (Monthly-with logs-Full )	99.0% 100% 100%

**22.10.4 INFRASTRUCTURE SERVICES: ASSET MANAGEMENT SLA'S**

SLA Description	Performance Target	SLA
<b>Asset Management</b>		
Target A: 98% Network attached - Automatic Discovered Data Fields	KPI	KPI
Target B: 95% Network Attached - Manually Updated Data Fields	KPI	KPI

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SLA Description	Performance Target	SLA
Target C: 90%- Non - Network Attached - manually Updated Data Fields	KPI	KPI
Target A: 98% Network attached - Automatic Discovered Data Fields	SLA added to measure response to inaccurate data. Within 10 business days data will be restored to within the percentage goals	98%
Target B: 95% Network Attached - Manually Updated Data Fields		95%
Target C: 90%- Non - Network Attached - manually Updated Data Fields		90%

**22.10.5 INFRASTRUCTURE SERVICES: NEW IDEAS AND RECOMMENDATIONS SLA**

**Objective:** To facilitate effective communication between the Service Provider and City/County Management of the Service Provider's effort to introduce new ideas and recommendations aimed at improving the efficiency and/or reducing the costs associated with all service delivery to the City/County.

**Definition:** The New Ideas and Recommendations Report is the document that informs the City/County regarding the Service Provider's effort to improve the services, reduce the total cost of ownership, and generally support the relationship throughout the life of this Service Agreement in conjunction with the Service Provider's continuous improvement program.

**Method:** Data Capture: The Service Provider will maintain a repository of the information utilized in producing the Proposal for New and Enhanced Services and will provide the detail to the City/County CIO(s) as requested

Minimum Service Level	The Service Provider will submit at least three (3) new ideas and recommendations that have a material impact on service delivery efficiency, cost-reduction, cost-containment, or cost-avoidance per semi-annual reporting period.
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**Indicator:** KPI

**Responsibility:** Service Performance; Service Provider responsible for providing Proposals for New Ideas and Recommendations to the Information Services Agency

**Period:** Semi-Annual Reports

**Report:** Not later than sixty (60) days prior to the Commencement Date, Service Provider Program Manager shall provide a detailed New Ideas and Recommendations Report Template to the Information Services Agency for review and approval. City/County shall provide any feedback and revisions not later than thirty (30) days after. The template for subsequent New Ideas and Recommendations Report may be modified pursuant to City/County's request on thirty (30) days' notice. The first New Ideas and Recommendations Report is due no earlier than 6 months following Transition Program completion and Sign-off.

## **22.10.6 APPLICATION SERVICES: SLA'S**

### **22.10.6.1 APPLICATION SERVICES SLA DEFINITIONS**

**Availability** - The percentage of time the service is fully operational. Availability represents a measure of the fraction of time during a defined period when the service provided is deemed to be better than the defined SLA.

Availability (%) = 99.9%

Unavailability (%) where Unavailability is defined as: Schedule Time – Planned Outages

**Availability of support staff** - refers to the schedule of time that the Provider will have staff available to respond to service requests or Tier 2 help desk calls.

**Availability of application** - refers to the time applications will be running and operable according to specifications. Note that platform availability is defined in the Data Center SOW.

**Measurement Interval** - The period of time performance will be calculated. This takes into consideration the impact of continuous outage. For example, a monthly measurement interval for a 99% Minimum Performance for a 7x24 system with 8 hours of weekly planned downtime would allow 6.4 hours of a continuous outage with no other outages during the month. A weekly interval would only allow 1.6 hours of a continuous outage.

**Milestone** - A point in a project plan when completion of a significant component or module is to be completed. Typically, milestones are expressed as deliverables to a City/County client in a statement of work. The client reviews the deliverable to determine that it has been completed to the satisfaction of the terms of the statement of work. If the deliverable is satisfactory after City/County IT review, the City/County signs off that the milestone has been completed.

**Response Time of the Application** - Refers to the elapsed time from when the "return" key is pressed to the response back to the screen, fully refreshed by the application. Sometimes, this is called End-to-End response time. Unless otherwise agreed, the Provider is expected to be responsible for this metric only if it has responsibility for all components of the systems and network. [NOTE: Atos cannot guarantee response times that depends on third parties or other systems.]

**Service Request** - A request by the City/County submitted to the Provider for application enhancements or new development.

**Specifications** - The functional and technical requirements of a solution, which are codified in a document.

**22.10.6.2 APPLICATION SERVICES: SLA DETAILS**

<b>Application Services Performance SLAs</b>			
<b>Description</b>	<b>Service Measure</b>	<b>Performance Target</b>	<b>SLA</b>
<b>Project Estimation</b> (actual vs. estimated cost)	Target Cost	Actual Estimate	< 3 days 95%
<b>Critical milestone completion</b>	Completion date	Completion of critical milestones by scheduled completion date	< 3 days 95%
<b>Customer Satisfaction</b>	Target time	Rated satisfied or very satisfied at quarterly intervals/ after delivery of upgrade	95%
<b>Formula</b>	Performance = Transactions completed within required time/total transactions		
<b>Measurement Interval</b>	Monitor continuously, measure weekly, report monthly		
<b>Measurement Tool</b>	Provider to furnish monitoring, auditing and reporting tools.		

<b>Application Services Incident and Support SLAs</b>			
<b>Description</b>	<b>Service Measure</b>	<b>Performance Target</b>	<b>SLA</b>
<b>Severity 1 (Urgent)</b>	Time to Resolve	4 hours	98.0%
<b>Severity 2 (Critical)</b>	Time to Resolve	8 hours	98.0%
<b>Severity 3</b>	Time to Resolve	Next business day or otherwise as prioritized	98.0%
<b>Severity 4 (Low)</b>	As prioritized	Next business day or otherwise as prioritized	98.0%
<b>Severity 5 (Cosmetic)</b>			No SLA
<b>Formula</b>	Number of requests completed on time/total of all requests occurring during measurement period		
<b>Measure Interval</b>	Measure weekly, report monthly		
<b>Measurement Tool</b>	Provider to furnish monitoring, auditing and reporting tools.		

**22.11 REPORTING**

**22.11.1 REPORTS**

[Service Provider] will deliver the following types of status reports and management summary reports specific to City/County as further defined in this section:

1. Service level management statistics
2. Service quality statistics

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- 3. Trending and capacity planning information
- 4. Other reports and information, as set forth in the SOW

[Service Provider] status reports provide information to assist in gauging effectiveness, responsiveness, and quality of Services delivered. Additionally, they can be used to measure utilization levels to identify load and requirement levels for future planning. Capacity and Performance trending history will be used for capacity planning.

The following tables list the reports that [Service Provider] will provide as part of a standard reports catalog. Additional reports and modifications to existing reports can be made via the Contract Change Management Process.

Any cost impact will be defined as part of the Contract Change Management approval process.

**Responsibility Matrix:** The following tasks comprise Reporting.

**Reporting Management**

	Task	SP	SLP/C
1	Provide standard and mutually agreed reports per the standard Service Report Catalog.	<input checked="" type="checkbox"/>	
2	Request ad hoc reports through the service request management process.		<input checked="" type="checkbox"/>
3	Provide ad hoc reports as approved via request and change processes.	<input checked="" type="checkbox"/>	
4	Periodically review and update catalog of reports for purpose, relevance and usage to add or delete reports, subject to change management.	<input checked="" type="checkbox"/>	
5	Assist and participate in periodic review and update of catalog of reports for purpose, relevance and usage to add or delete reports, subject to change management.		<input checked="" type="checkbox"/>

**Daily Reports:**

Daily reports will be delivered on the following business day by 9 a.m., Eastern Time.

**Monthly Reports:**

Monthly reports will be delivered within five (5) business days following the end of the calendar month when practical; and in no case will reports be delivered later than seven (7) business days following the end of the previous calendar month.

**22.11.2 SERVICE DESK REPORTS**

Reports will be delivered in accordance with the following.

Report Description	Frequency
ACD calls received	Measure daily, report monthly
ACD calls handled	Measure daily, report monthly

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Report Description	Frequency
SLA Compliance Report(s) per contract SLA's	Measure daily, report monthly
IMAC Reports	Measure daily, report monthly
Inventory Reports	Measure daily, report monthly
Service Request, Call Type and Call Volume Reports	Measure daily, report monthly
Service Request Auditing Reports	Measure daily, report monthly
Root Cause Analysis Reports	Measure daily, report monthly
Trending Reports (Call Volume)	Measure daily, report monthly
Aging Issues Report: Executive level report listing aging tickets, escalated issues, etc. over the last 24 hours and last 7 days.	Every morning / summary per week

**22.11.3 ON-SITE SUPPORT SERVICES (DEKSID) REPORTS**

Reports will be delivered in accordance with the following.

Report Description	Frequency
SLA Compliance Report(s) per contract SLA's	Measure daily, report monthly
Service Failure Exception Reports	Measure daily, report monthly
Trending of Desktop Support Issues	Measure daily, report quarterly
Inventory Reports	Measure daily, report monthly
Service Request Auditing Reports	Measure daily, report monthly
Root Cause Analysis Reports	Measure daily, report monthly

**22.12 NETWORK REPORTS**

Reports will be delivered in accordance with the following.

Report Description	Frequency
SLA Compliance Report(s) per contract SLA's	Measure daily, report monthly
Response Time by Application Platform	Measure daily, report monthly
Trending of Network Support issues/tickets	Measure daily, report monthly
Detailed Outage Reports	Measure daily, report monthly
Capacity Planning Reports	Measure daily, report monthly
Root Cause Analysis Reports	Measure daily, report monthly

**22.13 DATACENTER (SERVER AND STORAGE SERVICES) REPORTS**

Reports will be delivered in accordance with the following.

Report Description	Frequency
Server CPU Utilization and Memory Utilization	Measure daily, report monthly
SLA Compliance Report(s) per contract SLA's	Measure daily, report monthly

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<b>Description</b>	<b>Frequency</b>
Response Time by Application Platform	Measure daily, report monthly
Trending of Server and Storage Support issues/tickets	Measure daily, report monthly
Detailed Outage Reports	Measure daily, report monthly
Capacity Planning Reports	Measure daily, report monthly
Root Cause Analysis Reports	Measure daily, report monthly

**22.14 APPLICATION SERVICES STANDARD REPORTS**

Reports will be delivered in accordance with the following.

<b>Description</b>	<b>Frequency</b>
<b>SLA Compliance</b>	Measure daily, report monthly
<b>Response Time by Application</b>	Measure daily, report monthly
<b>Trending of Application Support Issues</b>	Measure daily, report quarterly
<b>Detailed Outage Reports</b>	Measure daily, report monthly
<b>Root Cause Analysis Reports</b>	Measure daily, report monthly

## 23 EXHIBIT E: CONSOLIDATED ROLES AND RESPONSIBILITY TABLES

This Exhibit is incorporated into and made a part of the Professional Services Agreement by and between the City/County and Service Provider.

Detailed in this exhibit are the consolidated Roles and Responsibility tables (as originally detailed in RFP#3972) the City/County will use to aid in the daily administration of the service provider relationship.

### 23.1 INFRASTRUCTURE SERVICES: Service Management, Governance and Reporting

Service Management Reporting Roles and Responsibilities	S	P
1. Develop and document service management/reporting requirements and policies.	X (S)	X (P)
2. Develop and document service management reporting procedures.	X	
3. Approve service management reporting procedures.		X
4. Develop and document criteria and formats for administrative, service activity and service level reporting.	X (P)	X (S)
5. Develop and implement customer satisfaction program for tracking the quality of service delivery to City/County. Coordinate program with other Service Providers.	X (P)	X (S)
6. Measure, analyze, and report system and service performance relative to requirements.	X	
7. Prepare performance and other service level reports and provide as scheduled.	X	
8. Prepare and provide activities reports and others as defined.	X	
9. Prepare reports on statistics, root cause analysis and trends as requested.	X	
10. Perform or support operations and other audits periodically.	X (S)	X (P)
11. Develop plans and procedures to ensure financial transparency in operations.	X	
12. Approve the plans and procedures		X

### 23.2 INFRASTRUCTURE SERVICES: Technology Standards

Technology Standards Roles and Responsibilities	S	P
1. Develop and document technology standards and architectural direction.	X (S)	X (P)
2. Conduct annual or as-needed technical and business planning sessions to update standards and architectural direction.	X (S)	X (P)
3. Investigate and document new hardware and system software products and services for potential use within the City/County.	X	
4. Perform feasibility studies (including risk analysis) for the implementation of new technologies that will improve City/County business operations.	X	

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<b>Technology Standards Implementation Roles and Responsibilities</b>	<b>S/C</b>	<b>C/C</b>
5. Coordinate and deliver technology workshops on industry trends and best practices within an agreed-upon schedule (e.g., semi-annual; annual, etc.).	<b>X</b>	
6. Perform liaison function to business units to ensure that technology standards are communicated and enforced within the City/County.		<b>X</b>

**23.3 INFRASTRUCTURE SERVICES: Technology Refresh**

<b>Technology Refresh Roles and Responsibilities</b>	<b>S/C</b>	<b>C/C</b>
1. Develop and document technology refresh program policies.	<b>X (S)</b>	<b>X (P)</b>
2. Develop and document refresh program procedures and plans.	<b>X</b>	
3. Review and approve refresh program procedures and plans.		<b>X</b>
4. Implement and manage technology refresh plan.	<b>X</b>	
5. Review and update the technology refresh program on an annual basis to ensure it continues to meet City/County requirements.	<b>X(P)</b>	<b>X(S)</b>

**23.4 INFRASTRUCTURE SERVICES: Help Desk Administration**

<b>Help Desk Administration Roles and Responsibilities</b>	<b>S/C</b>	<b>C/C</b>
1. Document help desk administration requirements and policies.	<b>X (S)</b>	<b>X (P)</b>
2. Document help desk process and procedure manual that meets requirements and adhere to defined policies.	<b>X</b>	
3. Approve help desk administration process and procedure manual.		<b>X</b>
4. Develop and publish a comprehensive help desk transition plan including integration within the City/County.	<b>X</b>	
5. Provide a single point of contact for all City/County technology requests (service requests, problem notifications, inquires, etc.).	<b>X</b>	
6. Utilize a single system to document, manage and track all requests for service, problem reports and inquiries regardless of the means by which the request is submitted (e.g., telephone, email, online, etc.).	<b>X</b>	
7. Categorize, prioritize and log all IT inquiries/problems/requests entry into service request management system.	<b>X</b>	
8. Monitor and track all requests for service to closure. Escalate within the Service Provider organization and City/County as required.	<b>X</b>	
9. Provide online capability for City/County to check/monitor status of service requests throughout ticket lifecycle.	<b>X</b>	
10. Prepare and publish weekly, monthly, quarterly and annual help desk reports sufficient to manage and maintain service levels and/or as requested by the City/County.	<b>X</b>	
11. Develop and execute end-user satisfaction surveys according to service level requirements.	<b>X (P)</b>	<b>X (S)</b>
12. Maintain a continuous improvement program that improves help desk services.	<b>X</b>	

**23.5 INFRASTRUCTURE SERVICES: Help Desk Service Request Coordination**

	<b>X (S)</b>	<b>X (P)</b>
1. Develop and document service request coordination requirements and policies.	<b>X</b>	<b>X</b>
2. Develop procedures that meet requirements and adhere to defined policies.	<b>X</b>	
3. Approve service request coordination procedures.		<b>X</b>
4. Document and track requests for service in all areas supported	<b>X</b>	
5. Identify the approach to supporting the request and any associated cost.	<b>X</b>	
6. Approve the approach for performing actions, schedule and any cost to complete the service request.		<b>X</b>
7. Ensure that activities to satisfy the service request conform to defined change management procedures.	<b>X (P)</b>	<b>X (S)</b>
8. Verify acceptance of services by contacting the end-user to confirm results and level of satisfaction.	<b>X</b>	
9. Ensure that inventory and configuration management records are kept current to reflect accurate service request history.	<b>X</b>	

**23.6 INFRASTRUCTURE SERVICES: Help Desk Inquiry Response & Problem Resolution**

	<b>X (S)</b>	<b>X (P)</b>
1. Develop and document inquiry response and problem resolution requirements and policies.	<b>X</b>	<b>X</b>
2. Develop procedures manual that meet requirements and adhere to defined policies.	<b>X</b>	
3. Approve inquiry response and problem resolution procedures.		<b>X</b>
4. Implement self-help features and functions that enable end-users to perform preliminary problem diagnosis, troubleshooting and resolution including access to knowledge base.	<b>X</b>	
5. Utilize remote technology tools to diagnose and troubleshoot reported problems from the help desk.	<b>X</b>	
6. Ensure that severe or recurring problems that meet defined criteria are escalated for root-cause-analysis processes.	<b>X</b>	
7. Identify need for ongoing end-user training based on calls received and continual trending analysis.	<b>X</b>	

**23.7 INFRASTRUCTURE SERVICES: Help Desk Root Cause Analysis**

	<b>X (P)</b>	<b>X (S)</b>
1. Develop and document requirements and policies for root cause analysis, such as events that trigger a RCA.	<b>X</b>	<b>X</b>

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2. Develop procedures for performing a RCA that meet requirements and adhere to defined policies.	X	
3. Approve RCA procedures.		X
4. Conduct proactive trend analysis to identify recurring problems.	X	
5. Identify the root cause of repetitive problems or failures.	X	
6. Conduct RCA for all severity level 1 and severity level 2 incidents.	X	
7. Track and report the consequences of repetitive failures.	X	
8. Ensure appropriate resources are assigned as may be necessary to identify and remedy repetitive failures.	X	
9. Provide the City/County with written reports detailing the cause of, and procedure for, correcting such failure; provide updates on a weekly basis until closure.	X	
10. Review and approve actions for resolution of problems as reported in RCA recommendations.		X
11. Develop and implement solutions to recurring problems identified by proactive trend analysis.	X	

**23.8 INFRASTRUCTURE SERVICES: Desktop Operations and Administration**

1. Develop and document desktop operations requirements and policies, including schedules for the operation of distributed systems.	X (S)	X (P)
2. Develop desktop operations procedures that meet requirements and adhere to defined policies.	X	
3. Approve desktop operations procedures.		X
4. Manage (i.e., create, modify, delete) user accounts for accessing and using desktop systems and resources.	X	

**23.9 INFRASTRUCTURE SERVICES: Desktop Monitoring and Problem Resolution**

1. Develop and document requirements and policies for desktop monitoring and problem resolution.	X (S)	X (P)
2. Develop and document monitoring and problem management procedures, including escalation thresholds that meet requirements and adhere to defined policies.	X	
3. Approve monitoring and problem resolution procedures.		X
4. Provide and implement tools for monitoring the desktop environment.	X	
5. Monitor operation of distributed hardware and systems as scheduled.	X	
6. Implement measures for proactive monitoring and self-healing capabilities to limit outages that affect desktop operations.	X	

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7. Identify desktop problems and resolve in accordance with SLAs. Escalate as required. Coordinate activities with the help desk.	<b>X</b>	
8. Monitor for and restrict receipt of email spam, virus, spyware, and adware.	<b>X</b>	
9. Provide technical assistance for the help desk, City/County and external entities using City/County distributed systems.	<b>X</b>	
10. Answer and respond to inquiries and trouble resolution items and escalate in accordance with established procedures.	<b>X</b>	
11. Ensure that desktop problem resolution activities conform to defined change control procedures.	<b>X</b>	

**23.10 INFRASTRUCTURE SERVICES: Desktop Software Deployment and Management**

1. Develop and document software deployment and management requirements and policies.	<b>X (S)</b>	<b>X (P)</b>
2. Develop procedures for software deployment and management that meet requirements and adhere to defined policies.	<b>X</b>	
3. Approve software deployment and management procedures.		<b>X</b>
4. Utilize the necessary utilities/tools to maintain and ensure compliance with desktop hardware and software licensing and report compliance at least annually.	<b>X</b>	
5. Utilize the necessary utilities/tools to maintain and ensure compliance with agreed-upon software deployment and management policies and procedures.	<b>X</b>	
6. Manage software deployment using automated tools and formal (industry standard) project management methodologies.	<b>X</b>	
7. Issue broadcasts to announce the availability of upgrades to desktop software.	<b>X</b>	
8. Develop and implement desktop images/builds to meet City/County business needs.	<b>X</b>	
9. Develop a plan to maintain/improve the number of different desktop images.	<b>X</b>	
10. Approve all new created or updated images prior to deployment.		<b>X</b>
11. Participate in training City/County personnel as appropriate on new/upgraded software. (e.g., features of new operating systems, etc.)	<b>X(P)</b>	<b>X(S)</b>

**23.11 INFRASTRUCTURE SERVICES: Desktop Hardware Maintenance**

1. Develop and document hardware maintenance and repair requirements and policies.	<b>X (S)</b>	<b>X (P)</b>
2. Develop and document hardware maintenance and repair procedures that meet requirements and adhere to defined policies.	<b>X</b>	
3. Approve hardware maintenance and repair procedures.		<b>X</b>

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<b>Desktop Hardware Management Requirements</b>		
4. Install (or coordinate installation of) new or enhanced hardware components or peripherals (e.g., storage devices, etc.) to meet City/County desktop processing requirements.	<b>X</b>	
5. Perform diagnostics as needed to identify the cause of hardware problems, and report findings.	<b>X</b>	
6. Install manufacturer field change orders, firmware upgrades, and other manufacturer provider-supplied hardware improvements for supported desktop hardware.	<b>X</b>	
7. Diagnose, procure and replace defective parts on supported desktop hardware.	<b>X</b>	
8. Manage warranties for City/County owned/leased hardware to ensure that parts under warranty are replaced under the terms of the warranty.	<b>X</b>	
9. Ensure that all hardware maintenance activities conform to configuration management and change control processes.	<b>X</b>	

**23.12 INFRASTRUCTURE SERVICES: Desktop Performance Management**

<b>Desktop Performance Management Requirements</b>		
1. Develop and document desktop performance mgmt requirements and policies.	<b>X (P)</b>	<b>X (S)</b>
2. Develop and document procedures that meet requirements and adhere to defined policies.	<b>X</b>	
3. Approve performance management procedures.		<b>X</b>
4. Perform capacity planning to develop resource requirements projections.	<b>X (P)</b>	<b>X (S)</b>
5. Perform tuning to maintain optimum performance across the desktop environment.	<b>X</b>	
6. Provide technical advice and support to the help desk, application maintenance and development staffs as required.	<b>X</b>	
7. Evaluate, identify and recommend configurations or changes to configurations which will enhance desktop performance.	<b>X</b>	
8. Authorize improvement plans.		<b>X</b>

**23.13 INFRASTRUCTURE SERVICES: Desktop Configuration Management**

<b>Desktop Configuration Management Requirements</b>		
1. Develop and document configuration management requirements and policies.	<b>X (P)</b>	<b>X (S)</b>
2. Develop configuration management procedures that meet requirements and adhere with defined policies.	<b>X</b>	
3. Approve configuration management procedures.		<b>X</b>
4. Provide a configuration management tool subject to approval by the City/County. This tool will enable the Service Provider to deliver services at a lower cost and should therefore be considered within the fees of the fixed cost price.	<b>X</b>	
5. Approve configuration management tool.		<b>X</b>

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Desktop Computer	CP	SP
6. Document and maintain desktop hardware and software specifications and configurations.	<b>X</b>	
7. Provide information about the configuration, functionality, and other aspects of the desktop environment upon request.	<b>X</b>	
8. Track all software versions in use in the desktop environment. Document issues and considerations associated with each version and environment.	<b>X</b>	

**23.14 INFRASTRUCTURE SERVICES: Desktop Systems Integration and Testing**

Desktop Systems Integration, Testing, and Responsibilities	CP	SP
1. Develop and document system testing and integration requirements and policies.	<b>X (P)</b>	<b>X (S)</b>
2. Develop systems testing and integration procedures that meet requirements and adhere to defined policies.	<b>X</b>	
3. Approve testing and integration procedures.		<b>X</b>
4. Prepare system plans and schedules to support new and enhanced applications, architectures, and standards.	<b>X</b>	
5. Review and approve system plans and schedules.		<b>X</b>
6. Define and document unit and systems acceptance criteria.	<b>X</b>	
7. Conduct testing for all new and upgraded equipment, software or services to include unit, system, integration, and regression testing.	<b>X</b>	
8. Define and document user acceptance criteria.		<b>X</b>
9. Perform and approve user acceptance testing for new and upgraded equipment and software.		<b>X</b>
10. Assess and communicate the overall impact and potential risk to existing operations prior to implementing changes.	<b>X</b>	
11. Coordinate the scheduling of all changes to the desktop environment through defined change control processes.	<b>X</b>	
12. Test and stage new and upgraded equipment and software to smoothly transition into production environment prior to going live on the network.	<b>X</b>	
13. Perform project management (including the creation of project plans and management documentation), as appropriate.	<b>X</b>	
14. Perform data migration from existing systems to new systems.	<b>X</b>	
15. Provide technical assistance to City/County during transitions as needed.	<b>X</b>	
16. Update configuration management documentation and asset inventory to reflect hardware and software changes.	<b>X</b>	

**23.15 INFRASTRUCTURE SERVICES: Network Provisioning**

Network Provisioning	CP	SP
1. Development of strategy and direction of networks and servers	<b>X(S)</b>	<b>X(P)</b>

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	SP	C/C
2. Develop and document network and server provisioning requirements and policies.	<b>X (P)</b>	<b>X (S)</b>
3. Develop and document procedures for provisioning and administration that meet requirements and adhere to defined policies.	<b>X(S)</b>	<b>X(P)</b>
4. Perform capacity planning to develop network and server resource requirements projections and associated databases.	<b>X (P)</b>	<b>X (S)</b>
5. Manage network systems performance to ensure optimum throughput.	<b>X(P)</b>	<b>X(S)</b>
6. Coordinate ordering and procuring of network circuits from public carriers.	<b>X(S)</b>	<b>X(P)</b>
7. Manage the efforts of public carriers (and other third parties) to meet defined schedules, project plans, etc.	<b>X</b>	
8. Ensure that all new circuits, devices and network software provisioned are included in configuration management documentation.	<b>X</b>	
9. Provide estimates for assets and services not included in the scope of this SOW.	<b>X</b>	

**23.16 INFRASTRUCTURE SERVICES: Network Administration**

Network Administration Roles and Responsibilities	SP	C/C
1. Develop and document network and server administration requirements and policies.	<b>X (S)</b>	<b>X (P)</b>
2. Develop and document procedures for administration that meet requirements and adhere to defined policies.	<b>X</b>	
3. Approve administration procedures.		<b>X</b>
4. Maintain IP addressing schemes, router and switch configurations, routing tables, VPN configurations, etc.	<b>X</b>	
5. Manage user accounts (City/County and affiliated entities) as needed for accessing and using network and enterprise application resources.	<b>X</b>	
6. Ensure that network and server administration activities are coordinated through defined change control processes.	<b>X</b>	

**23.17 INFRASTRUCTURE SERVICES: Network Security**

Network Security Roles and Responsibilities	SP	C/C
1. Develop information security requirements and policies.	<b>X (S)</b>	<b>X (P)</b>
2. Develop and document security procedures that meet requirements and adhere to defined policies.	<b>X</b>	
3. Approve security procedures and policies.		<b>X</b>
4. Ensure that appropriate security measures exist at all points of entry into the City/County computing environment.	<b>X</b>	
5. Monitor, track, and report security policy violations and security violation attempts.	<b>X</b>	
6. Execute countermeasures in response to security violation attempts.	<b>X</b>	

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7. Make regularly scheduled use of audit trail utilities to monitor potential security violations. Continually elevate and improve audit trail utilities.	<b>X</b>	
8. Implement and maintain spyware, adware, spam, and virus protection processes.	<b>X</b>	
9. Implement automated process to ensure that network attached City/County devices are kept at current levels of security protection (e.g., automated security patch updates).	<b>X</b>	
10. Perform, coordinate or assist as required in policy and process audits to ensure that policies and procedures fully address security issues.	<b>X</b>	

**23.18 INFRASTRUCTURE SERVICES: Network Monitoring and Problem Resolution**

Network Monitoring and Problem Resolution Goals and Requirements	SP	C/C
1. Develop and document requirements and policies for network and server monitoring and problem management.	<b>X (S)</b>	<b>X (P)</b>
2. Develop and document monitoring and problem management procedures, including escalation thresholds that meet requirements and adhere to defined policies.	<b>X</b>	
3. Approve network and server monitoring and problem management procedures.		<b>X</b>
4. Provide and implement tools for monitoring network devices, servers, and traffic.	<b>X</b>	
5. Implement measures for proactive monitoring and self-healing capabilities to limit outages to the network.	<b>X</b>	
6. Monitor network 24 hours per day, 7 days per week.	<b>X</b>	
7. Identify network problems involving circuits, hardware, software and resolve in accordance with SLAs. Coordinate activities with the help desk. Escalate as required.	<b>X</b>	
8. Coordinate resolution of circuit problems with third parties, including public carriers, ISP, and City/County affiliates using the network.	<b>X</b>	
9. Provide technical assistance (e.g., respond to inquiries) as needed to the help desk, City/County and external entities using the City/County network.	<b>X</b>	
10. Track and report status of network and server activities and problems.	<b>X</b>	
11. Ensure that all network and server monitoring and problem resolution activities conform to defined change control procedures.	<b>X</b>	

**23.19 INFRASTRUCTURE SERVICES: Network Hardware Maintenance**

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	<b>S/C</b>	<b>C/C</b>
1. Develop and document hardware maintenance and repair requirements and policies.	<b>X (S)</b>	<b>X (P)</b>
2. Develop and document hardware maintenance and repair procedures that meet requirements and adhere to defined policies.	<b>X</b>	
3. Approve hardware maintenance and repair procedures.		<b>X</b>
4. Identify physical facilities changes needed to support installation of new or upgraded hardware (e.g., wiring, and cables; raised floor; electrical components, cooling upgrade, etc.).	<b>X</b>	
5. Coordinate/perform facilities changes needed to support installation of new/upgraded hardware.	<b>X (P)</b>	<b>X (S)</b>
6. Install (or coordinate installation of) new or enhanced network hardware components to meet City/County communications requirements.	<b>X</b>	
7. Perform diagnostics as needed to identify the cause of hardware problems, and report findings.	<b>X</b>	
8. Install manufacturer change orders, firmware upgrades, and other service provider-supplied hardware improvements for network supported hardware.	<b>X</b>	
9. Replace defective parts on network supported hardware.	<b>X</b>	
10. Coordinate maintenance activities and repair of third-party service provider-supported hardware.	<b>X</b>	
11. Monitor hardware warranties to ensure that parts under warranty are replaced under the terms of the warranty.	<b>X</b>	
12. Ensure that all hardware maintenance activities conform to configuration management and change control processes.	<b>X</b>	

**23.20 INFRASTRUCTURE SERVICES: Network Performance Management**

	<b>S/C</b>	<b>C/C</b>
1. Develop and document network performance requirements and projections.	<b>X (S)</b>	<b>X (P)</b>
2. Develop and document performance management procedures that meet requirements and adhere to defined policies.	<b>X</b>	
3. Approve performance management procedures.		<b>X</b>
4. Perform tuning to maintain optimum performance across the network.	<b>X</b>	
5. Manage network resources, devices and traffic to meet defined availability and performance SLAs.	<b>X</b>	
6. Provide technical advice and support to the help desk, desktop and application maintenance and development staffs as required.	<b>X</b>	
7. Evaluate, identify and recommend configurations or changes to configurations that will enhance network performance.	<b>X</b>	
8. Develop improvement plans as appropriate.	<b>X</b>	
9. Authorize improvement plans.		<b>X</b>
10. Implement improvement plans. Coordinate with third-party carriers as required.	<b>X</b>	

**23.21 INFRASTRUCTURE SERVICES: Network Configuration Management**

	<b>IP</b>	<b>D/C</b>
1. Develop and document network configuration and server management requirements and policies.	<b>X (P)</b>	<b>X (S)</b>
2. Develop configuration management procedures that meet requirements and adhere to defined policies.	<b>X</b>	
3. Approve configuration management procedures.		<b>X</b>
4. Provide a configuration management tool(s) subject to approval by the City/County.	<b>X</b>	
5. Document and maintain network, server, and enterprise application specifications, configurations, topology and diagrams.	<b>X</b>	
6. Document and maintain inventory of all software used in managing the network environment.	<b>X</b>	
7. Document and maintain configuration inventory of all hardware used in the network environment.	<b>X</b>	
8. Document and maintain inventory of all network circuits and point-to-point connections in the network environment.	<b>X</b>	
9. Provide information about the configuration, functionality, and other aspects of the network upon request.	<b>X</b>	
10. Ensure that disaster recovery documentation correctly reflects the network environment.	<b>X</b>	

**23.22 INFRASTRUCTURE SERVICES: Network Enterprise Appl Computing Services**

	<b>IP</b>	<b>D/C</b>
1. Develop and document enterprise application computing systems requirements and policies.	<b>X (P)</b>	<b>X (S)</b>
2. Develop procedures for performing enterprise application systems administration that meet requirements and adhere to defined policies.	<b>X</b>	
3. Approve enterprise application systems administration procedures.		<b>X</b>
4. Set up and manage user accounts, perform access control, manage files and disk space.	<b>X</b>	
5. Provide technical assistance and subject matter expertise as required by the City/County staff and third-party Service Providers for enterprise application computing products and solutions.	<b>X</b>	
6. Perform system or component configuration changes necessary to support enterprise computing services.	<b>X</b>	
7. Install/apply preventative maintenance releases and fixes, service packs, and other program services provided by third-party software Service Providers to ensure proper operation of installed software.	<b>X</b>	
8. Upgrade software to new versions/releases as needed to provide improved/enhanced functionality.	<b>X</b>	

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Task	SP	C/C
9. Perform diagnostics as needed to identify the cause of software problems and report findings.	<b>X</b>	
10. Ensure that all software maintenance activities conform to configuration management and change control processes.	<b>X</b>	

**23.23 INFRASTRUCTURE SERVICES: Network Engineering, Testing and Integration**

Task	SP	C/C
1. Develop and document engineering, testing, and integration requirements and policies.	<b>X (S)</b>	<b>X (P)</b>
2. Develop engineering, testing, and integration procedures that meet requirements and adhere to defined policies.	<b>X</b>	
3. Approve engineering, testing, and integration procedures.		<b>X</b>
4. Prepare network engineering plans and schedules to support new and enhanced applications, architectures, and standards.	<b>X</b>	<b>X</b>
5. Review and approve engineering plans and schedules.		<b>X</b>
6. Define and document unit and systems acceptance criteria.	<b>X</b>	
7. Conduct testing for all new and upgraded equipment, software or services to include unit, system, integration, and regression testing.	<b>X</b>	
8. Define and document user acceptance criteria.		<b>X</b>
9. Perform and approve user acceptance testing for new and upgraded equipment and software.		<b>X</b>
10. Assess and communicate the overall impact and potential risk to existing operations prior to implementing changes.	<b>X</b>	
11. Coordinate implementation and migration support activities with the help desk, City/County, and affiliated entities.	<b>X</b>	
12. Coordinate the scheduling of all changes to the network environment through defined change control processes.	<b>X</b>	
13. Stage new and upgraded equipment and software to smoothly transition into production environment.	<b>X</b>	
14. Perform project management, including the creation of project plans and management documentation.	<b>X</b>	
15. Install new hardware and software components into production (e.g., routers, firewalls, servers, etc.).	<b>X</b>	
16. Test new hardware and software to ensure proper installation and conformance with service level requirements.	<b>X</b>	
17. Perform data migration from existing systems to new systems.	<b>X</b>	
18. Assist as needed during migration activities.		<b>X</b>
19. Provide technical assistance to City/County during transitions as needed.	<b>X</b>	
20. Update configuration management documentation and asset inventory to reflect hardware, software and network changes.	<b>X</b>	

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Network Software Maintenance	IP	C/E
21. Provide training to City/County personnel as appropriate (e.g., new network access methods, etc.).	<b>X</b>	

**23.24 INFRASTRUCTURE SERVICES: Network Software Maintenance**

Network Software Maintenance	IP	C/E
1. Develop and document network system software and utilities maintenance requirements and policies.	<b>X (P)</b>	<b>X (S)</b>
2. Develop and document software maintenance procedures that meet requirements and adhere to defined policies.	<b>X</b>	
3. Approve network system software and utilities maintenance procedures.		<b>X</b>
4. Install/apply preventative maintenance releases and fixes, service packs, and other program services provided by third-party software service providers to ensure proper operation of installed software.	<b>X</b>	
5. Upgrade software to new versions/releases as needed to provide improved/enhanced functionality.	<b>X</b>	
6. Perform diagnostics as needed to identify the cause of software problems and report findings.	<b>X</b>	
7. Ensure that all software maintenance activities conform to configuration management and change control processes.	<b>X</b>	
8. Maintain web server operating system, including system updates and security patches.	<b>X</b>	

**23.25 INFRASTRUCTURE SERVICES: Network Storage and Data Management**

Network Storage and Data Management Requirements	IP	C/E
1. Develop and document network storage and data management requirements and policies.	<b>X (S)</b>	<b>X (P)</b>
2. Develop procedures for performing network storage management that meet requirements and adhere to defined policies.	<b>X</b>	
3. Approve network data and storage management procedures.		<b>X</b>
4. Perform capacity planning to develop storage and data management requirements projections for network and distributed environment.	<b>X (P)</b>	<b>X (S)</b>
5. Monitor and control storage access and performance according to defined management policies.	<b>X</b>	
6. Perform data backups and restores per established procedures and service level requirements for all devices.	<b>X</b>	

**23.26 INFRASTRUCTURE SERVICES: Network Backup and Recovery Services**

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<b>Backup Schedule</b>			
<b>Tier I</b>	Daily	With Logs	Incremental and then taken off-site
<b>Tier II</b>	Weekly	With/out Logs	Incremental and then taken off-site
<b>Tier III</b>	Monthly	With Logs	Incremental and then taken off-site

<b>Network Backup / Recovery and Responsibilities</b>	<b>S</b>	<b>P</b>
1. Define backup/restore requirements and policies for City/County computing systems and Service Provider services.	<b>X(S)</b>	<b>X(P)</b>
2. Develop and document a backup/restore plan and procedures that meet requirements and defined policies for continuing operation of systems and services.	<b>X</b>	
3. Develop RTO (Recovery Time Objectives) and RPO (Recovery Point Objectives as part of the test procedures	<b>X(S)</b>	<b>X(P)</b>
4. Review and approve backup/restore plans and procedures.		<b>X</b>
5. Test backup and restore capabilities on an agreed-upon regular basis	<b>X</b>	

**23.27 INFRASTRUCTURE SERVICES: Asset Mgmt - Asset Acquisition**

<b>Asset Acquisition and Responsibilities</b>	<b>S</b>	<b>P</b>
1. Develop and document asset acquisition requirements and policies.	<b>X(S)</b>	<b>X(P)</b>
2. Develop and document asset acquisition procedures that meet requirements and adhere to defined policies.		<b>X</b>
3. Review and approve asset acquisition procedures.		<b>X</b>
4. Develop and maintain list of pre-approved suppliers.		<b>X</b>
5. Develop and issue asset acquisition bid requests as needed.		<b>X</b>
6. Demonstrate that best efforts are being pursued to obtain best pricing (e.g., use of pooled government procurement mechanisms).		<b>X</b>
7. Assist in periodic audits of procurement procedures.	<b>X(S)</b>	<b>X(P)</b>
8. Manage the asset ordering, procurement and delivery processes in compliance with City/County procurement and acceptance processes.		<b>X</b>
9. Manage and track lease and service orders.		<b>X</b>
10. Negotiate contracts for Service Provider leased hardware and software.	<b>X</b>	
11. Negotiate contracts for City/County purchased/leased hardware and software.		<b>X</b>
12. Ensure that new assets comply with established City/County IT standards and architectures.	<b>X(S)</b>	<b>X(P)</b>
13. Review and approve selection of hardware to be installed in City/County facilities and software to be installed on City/County hardware.		<b>X (P)</b>
14. Provide estimates for assets and services not included in the scope of the SOWs.	<b>X (S)</b>	<b>X (P)</b>

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1. Develop and document asset management requirements and policies that cover both owned and leased assets.	<b>X (S)</b>	<b>X (P)</b>
2. Develop and document asset management procedures that meet requirements and adhere to defined policies.	<b>X</b>	
3. Review and approve asset management procedures.		<b>X</b>
4. Establish, update, and maintain and otherwise act as custodian of an asset inventory database and system configuration documentation, including software license documentation.	<b>X (P)</b>	<b>X (S)</b>
5. Maintain the records necessary to track, manage and support warranty services of all assets (e.g., asset/serial number, program number, physical license, install date and location - including location history).	<b>X</b>	
6. Track status and timing of in-force service contracts and licenses. Notify City/County of expiration and renewal requirements.	<b>X (P)</b>	<b>X (S)</b>
7. Provide asset inventory reports upon request.	<b>X</b>	
8. Provide ability for direct end-user inquiry into asset database.	<b>X</b>	
9. Terminate, dispose of, or relocate assets as needed/specified by the City/County. Provide disposition reports as needed.	<b>X</b>	

**23.28 APPLICATION SERVICES: Geospatial Information Services**

1. Establish and maintain a GIS strategic plan and an annual work plan.	<b>X (S)</b>	<b>X(P)</b>
2. Establish and maintain policies, guidelines, and procedures governing the delivery of Geospatial services. To include licensing, administration, and security.	<b>X (S)</b>	<b>X(P)</b>
3. Maintain user and library inventories as required by the GIS license agreement.	<b>X (P)</b>	<b>X(S)</b>
4. Install/apply preventative maintenance releases and fixes, service packs, and other program services provided by GIS software vendors to ensure proper operation of installed software.	<b>X</b>	
5. Respond to user requested installations of desktop GIS software throughout the enterprise.	<b>X</b>	
6. Maintain the Enterprise GIS data editing workflows.	<b>X</b>	
7. Provide GIS software training through both classroom and individual sessions.	<b>X</b>	
8. Maintain user and library inventories as required by the GIS license agreement.	<b>X</b>	
9. Manage the City/County Enterprise GIS applications, web-services, and mapping services.	<b>X</b>	
10. Through established prioritization processes, design, developer, test, and implement GIS applications.	<b>X</b>	
11. Ensure that all software, data, and application maintenance activities conform to configuration management and change control processes.	<b>X</b>	

**23.29 APPLICATION SERVICES: Joomla, Public Website, Intra/Extranet and E-Gov**

	<b>X (S)</b>	<b>X (P)</b>
1. Develop and document requirements and policies for the use of Joomla.	<b>X (S)</b>	<b>X (P)</b>
1. Develop and document procedures for the use of Joomla that meet requirements and adhere to defined policies.	<b>X</b>	
2. Review and approve Joomla procedures.		<b>X</b>
3. Install/apply preventative maintenance releases and fixes, service packs, and other program services provided by Microsoft and third-party software vendors to ensure proper operation of installed software.	<b>X</b>	
4. Activate and deactivate web farm and site collection features.	<b>X</b>	
5. Evaluate new versions/releases of Joomla and associated software to determine the costs, benefits and overall value of upgrading.	<b>X(P)</b>	<b>X(S)</b>
6. Evaluate add-ons to Joomla that provide extended functionality or ease of use to determine the costs, benefits and overall value of the add-on.	<b>X(P)</b>	<b>X(S)</b>
7. Review and approve/reject results of evaluations of new versions and add-ons.		<b>X</b>
8. Upgrade software to new versions/releases as needed to provide improved/enhanced functionality as approved.	<b>X</b>	
9. Install approved add-ons.	<b>X</b>	
10. Perform diagnostics as needed to identify the cause of software problems and report findings.	<b>X</b>	
11. Ensure that all software maintenance activities conform to configuration management and change control processes.	<b>X</b>	
12. Maintain web server operating system, including system updates and security patches.	<b>X</b>	

**23.30 APPLICATION SERVICES: Public Website**

	<b>X (S)</b>	<b>X (P)</b>
1. Develop and document requirements and policies for the use of the public website.	<b>X (S)</b>	<b>X (P)</b>
2. Develop and document procedures for the use of the public website that meet requirements and adhere to defined policies.	<b>X</b>	
3. Review and approve public website procedures.		<b>X</b>
4. Maintain and troubleshoot standard templates, master pages, style sheets and web forms.	<b>X</b>	
5. Manage the structure of the public website.	<b>X</b>	
6. Create and maintain redirects	<b>X</b>	
7. Maintain the integrity, accuracy, security and timeliness of published content.	<b>X(P)</b>	<b>X(S)</b>

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<b>Public Website Design &amp; Responsibilities</b>		
8. Provide support for multi-lingual versions of published content.	<b>X</b>	
9. Assist content editors in publishing new content.	<b>X</b>	
10. Provide graphic design support for implementing new elements conforming to the current look and feel of the website.	<b>X</b>	
11. Determine graphic look and feel of the public website	<b>X(S)</b>	<b>X(P)</b>
12. Provide graphic design support to implement any changes to the look and feel of the website.	<b>X</b>	
13. Convene a user group for users of the public website	<b>X (S)</b>	<b>X (P)</b>
14. Serve as a technical resource to the website user group	<b>X</b>	
15. Perform periodic migration of content and structure from production farm to test/staging farm.	<b>X</b>	

**23.31 APPLICATION SERVICES: Intranet and Extranet**

<b>Intranet and Extranet Design &amp; Responsibilities</b>		
1. Develop and document requirements and policies for the use of the intranet and extranet portals.	<b>X (S)</b>	<b>X (P)</b>
2. Develop and document procedures for the use of the intranet and extranet portals that meet requirements and adhere to defined policies.	<b>X</b>	
3. Review and approve intranet and extranet portal procedures.		<b>X</b>
4. Deploy, maintain and troubleshoot standard master pages, templates and style sheets.	<b>X</b>	
5. Create new site collections.	<b>X</b>	
6. Assist end user site administrators in the creation of new sites and sub-sites as needed.	<b>X</b>	
7. Assist end user site administrators with site feature activation and deactivation as needed.	<b>X</b>	
8. Assist end user site administrators with user and group permissions administration as needed.	<b>X</b>	
9. Administer SharePoint search scopes and index crawls.	<b>X</b>	
10. Provide graphic design support to end users as needed.	<b>X</b>	
11. Perform periodic migration of content and structure from production farm to test/staging farm.	<b>X</b>	

**23.32 APPLICATION SERVICES: Account Management**

<b>Account Management</b>		
1. Develop and document account management/reporting requirements and policies.	<b>X (S)</b>	<b>X (P)</b>

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Item	SP	SC
2. Develop and document account management reporting procedures.	<b>X</b>	
3. Approve account management reporting procedures.		<b>X</b>
4. Develop and document criteria and formats for administrative, service activity and service level reporting.	<b>X (P)</b>	<b>X (S)</b>
5. Develop and implement customer satisfaction program for tracking the quality of service delivery to City/County. Coordinate program with other Service Providers.	<b>X (P)</b>	<b>X (S)</b>
6. Measure, analyze, and report system and service performance relative to requirements.	<b>X</b>	
7. Prepare performance and other service level reports and provide as scheduled.	<b>X</b>	
8. Prepare and provide activities reports and others as defined.	<b>X</b>	
9. Prepare reports on statistics, root cause analysis and trends as requested.	<b>X</b>	
10. Perform or support operations and other audits periodically.	<b>X (S)</b>	<b>X (P)</b>
11. Develop plans and procedures to ensure financial transparency in operations.	<b>X</b>	

**23.33 APPLICATION SERVICES: Requirements Definition**

Item	SP	SC
1. Document business, functional and technical requirements in agreed upon formats.	<b>X(S)</b>	<b>X(P)</b>
2. Approve requirements definition documents.		<b>X</b>
3. Develop and maintain requirements traceability matrices.	<b>X (P)</b>	<b>X (S)</b>
4. Review and approve documented requirements traceability matrices.		<b>X</b>
5. Maintain and enhance a standard for prioritization and justification for all application services requests and activities	<b>X(S)</b>	<b>X(P)</b>

**23.34 APPLICATION SERVICES: Design Specifications**

Item	SP	SC
1. Create application design documents from business, functional and technical requirements.	<b>X</b>	
2. Approve design specifications procedures.		<b>X</b>
3. Develop logical and physical data models.	<b>X</b>	
4. Document and recommend implementation/development/technical options to the City/County.	<b>X</b>	
5. Select implementation/development approach to be followed.		<b>X</b>

**23.35 APPLICATION SERVICES: Project Estimations**

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	<b>S</b>	<b>C/C</b>
1. Provide cost and schedule estimates, and impact analyses, for potential application enhancement and maintenance activities.	<b>X</b>	
2. Review and approve estimates and analyses.		<b>X</b>
3. Ensure that all approved projects are incorporated into the work plan update processes.	<b>X (S)</b>	<b>X (P)</b>
4. Incorporate all new projects into the prioritization processes.		<b>X</b>

**23.36 APPLICATION SERVICES: Application Development**

	<b>S</b>	<b>C/C</b>
1. Establish and adhere to applications development documentation and policy guidelines. These guidelines will establish technology framework and tool standards, integration standards, and code-reuse specifications	<b>X(S)</b>	<b>X(P)</b>
2. Maintain development and configuration management environment	<b>X</b>	
3. Manage the test environments and associated test data	<b>X</b>	
4. Perform prototype activities	<b>X</b>	
5. Perform actual application development coding	<b>X</b>	
6. Monitor application availability and thru-put usage	<b>X</b>	

**23.37 APPLICATION SERVICES: Database Administration**

	<b>S</b>	<b>C/C</b>
1. Define and document authorization requirements for users, roles, schemas, etc. and approve change requests.	<b>X(S)</b>	<b>X(P)</b>
2. Define and document database data definition requirements for applications (tables, triggers, attributes, etc.).	<b>X</b>	
3. Define and document database creation, update and refresh requirements.	<b>X</b>	
4. Approve all documented requirements.		<b>X</b>
5. Create and update databases, incorporating defined authorization requirements.	<b>X</b>	
6. Define and execute database performance to keep databases running at optimal performance.	<b>X</b>	
7. Open, track, and manage to resolution all database problems with the appropriate database support organization.	<b>X</b>	
8. Provide technical assistance and subject matter (e.g., data dictionary and data mapping) expertise to the City/County applications developers and third-party support personnel.	<b>X</b>	
9. Define and document database backup schedules, retention periods, and levels (i.e. full, incremental, or differential).	<b>X</b>	
10. Maintain all appropriate database configuration files and provide information as required to the help desk. Provide second-level help desk support for database access problems.	<b>X</b>	
11. Maintain documentation for all database instance parameters and system settings.	<b>X</b>	

**23.38 APPLICATION SERVICES: Testing and Integration**

	<b>X(S)</b>	<b>X(P)</b>
1. Create test cases and test data.	<b>X</b>	
2. Manage the test environments and associated test data.	<b>X</b>	
3. Ensure that all testing activities conform to the requirements of defined Change Control procedures.	<b>X</b>	<b>X</b>
4. Perform unit, end-to-end, integration, stress, and regression testing and document results.	<b>X</b>	
5. Perform data migration and data conversion tests.	<b>X</b>	
6. Review and approve results of all testing activities.		<b>X</b>
7. Develop and conduct user acceptance, quality assurance (QA) testing and document results.	<b>X</b>	
8. Assist in conducting and documenting user acceptance and QA testing		<b>X</b>
9. Review testing results to identify variances between documented requirements and provided functionality and usability.	<b>X</b>	
10. Review testing results for compliance with policies, procedures, plans, and metrics (e.g. defect rates, progress against schedule, etc.).		<b>X</b>
11. Correct defects identified during the testing efforts.	<b>X</b>	
12. Prepare application(s)/module(s) for migration into City/County production environment.	<b>X</b>	

**23.39 APPLICATION SERVICES: Migration and Implementation**

	<b>X(S)</b>	<b>X(P)</b>
1. Create detailed implementation plans, including project schedules and staffing requirements, to meet City/County delivery requirements.	<b>X</b>	
2. Review and approve implementation plans, schedules and deployment staffing levels.		<b>X</b>
3. Create checklist and prepare other materials for discussion at "go/no-go" decision meetings.	<b>X</b>	
4. Approve decisions made in "go/no-go" meeting.		<b>X</b>
5. Ensure that migration and implementation activities conform to the requirements of defined Change Control procedures.	<b>X</b>	
6. Develop and deliver system and user documentation.	<b>X</b>	
7. Develop training materials and provide training to the City/County.	<b>X</b>	
8. Define test-to-production turnover requirements and instructions for each project or release.	<b>X</b>	
9. Approve test-to-production turnover requirements and instructions.		<b>X</b>
10. Perform data migration from existing systems to new systems.	<b>X</b>	
11. Perform data conversion from existing systems to new systems.	<b>X</b>	

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	PS	PCS
12. Migrate application maintenance/enhancement into production.	<b>X</b>	
13. Provide test to production turnover implementation support, including having staff available at user locations as needed.	<b>X</b>	
14. Conduct post-implementation user acceptance.	<b>X (S)</b>	<b>X (P)</b>

**23.40 APPLICATION SERVICES: Legacy Application Documentation**

	PS	PCS
1. Provide system specifications documentation (e.g., data models, operational processing flowcharts, etc.) per agreed-upon standards (e.g., SEI).	<b>X</b>	
2. Provide application hardware and system software requirements documentation.	<b>X</b>	
3. Develop, provide and maintain system installation, support, configuration and tuning manual(s).	<b>X</b>	
4. Develop, provide and maintain end-user documentation, including updates and release notes.	<b>X</b>	
5. Develop provide and maintain application operating and security procedures.	<b>X</b>	
6. Review and approve all provided documentation.		<b>X</b>
7. Maintain an application documentation library.	<b>X</b>	
8. Maintain version control for all documentation for which Provider is responsible.	<b>X</b>	

**23.41 APPLICATION SERVICES: Legacy Maintenance Programming Support**

	PS	PCS
1. Perform corrective maintenance per plan or otherwise as required.	<b>X</b>	
2. Perform preventive maintenance per plan or otherwise as required.	<b>X</b>	
3. Perform adaptive maintenance per plan or otherwise as required.	<b>X</b>	
4. Perform perfective maintenance per plan or otherwise as required.	<b>X</b>	
5. Develop application prototypes as needed to demonstrate support of requirements.	<b>X</b>	
6. Review and approve application prototype.		<b>X</b>
7. Identify and document potential changes to requirements or scope.	<b>X(P)</b>	<b>X(S)</b>
8. Review and approve changes to requirements or scope.		<b>X</b>
9. Manage programming efforts using industry-standard project management methodologies and tools.	<b>X</b>	
10. Debug application code as needed.	<b>X</b>	
11. Identify and recommend programming modifications and enhancement adjustments that will improve application performance.	<b>X</b>	
12. Identify and recommend DBMS tuning changes to help maintain application performance.	<b>X</b>	

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	City	County
13. Provide technical and functional assistance and support regarding applications to the Help Desk and to end-users as required.	<b>X</b>	
14. Respond to trouble resolution items in accordance with defined SLAs.	<b>X</b>	
15. Ensure that all maintenance programming activities conform to the requirements of defined change control, configuration management and software version control procedures.	<b>X</b>	

**23.42 APPLICATION SERVICES: Software Config Mgmt and Version Control**

	City	County
1. Track application versions in each environment (e.g., test, development, production).	<b>X</b>	
2. Track status of code migration from development to test to production.	<b>X</b>	
3. Ensure that all program code libraries are available to be backed up and included in restore and recovery procedures.	<b>X</b>	

**23.43 APPLICATION SERVICES: Training**

	City	County
1. Develop training materials related to the technical and functional aspects of the applications.	<b>X</b>	
2. Review and approve training content.		<b>X</b>
3. Provide/coordinate end-user training on supported City/County applications.	<b>X</b>	
4. Provide technical training assistance and knowledge transfer (e.g., train-the-trainer methodology) to City/County personnel as requested during and following implementation.	<b>X</b>	

## 24 EXHIBIT F: REQUIRED MILESTONE ASSESSMENTS

As part of the scope of this agreement, the City/County is requiring several key milestone assessments be conducted by the service provider. A specific and detailed Statement of Work (SOW) will be developed by Service Provider for each milestone assessment and submitted to the City/County for review and approval before work begins. Below is a summary description of the required milestones.

### 24.1 Milestone #1: GIS feasibility and Usability Study

In 2015 the City completed its migration to the latest ESRI platform and now matches the County in ESRI technology and shares an enterprise license. Both the City and County recognize the critical nature and essential business uses for GIS in this growing and continually evolving industry. With that in mind, the City/County is requesting a GIS Feasibility and Usability study be conducted. Study and resulting Report Recommendations should minimally include...

1. Baseline the City/County's current GIS usage and compare to like and same size organizations.
2. Recommend "specific" ways to evolve, grow and exploit GIS technologies for today and the future.
3. Develop/Submit an action plan detailing how to achieve these recommendations and GIS goals

**MILESTONE #1 DUE DATE: 90 DAYS AFTER CONTRACT START.**

### 24.2 Milestone #2: Microsoft Office 365 Migration Assessment

The City/County is interested in migrating to Microsoft Office 365 as their standard Office platform. Realizing the complexities of a migration of this size, the City/County is requesting a MS 365 Migration Assessment be conducted. The Assessment and resulting report should minimally include...

1. Your organizations experience with managing such a complex migration.
2. Lessons learned from this experience.
3. Feasibility and complexity of the City/County migrating to this platform
4. Estimated timeline, draft/sample project plan and cost for the City/County to complete this migration.

**MILESTONE #2 DUE DATE: 90 DAYS AFTER CONTRACT START.**

### 24.3 Milestone #3: IT Network Security and Vulnerability Study

IT security and cyber-attacks are a constant threat in this age. The City/County is interested in an IT Network Security and Vulnerability Study that highlights minimally items such as...

1. The City/County's current level of IT Network Security as compared to industry standards and also best practice organizations.
2. How can the City/County better protect itself from Cyber-attacks?
3. An action plan (including estimated costs) to shore up any vulnerabilities discovered in the study and resulting recommendations report.

**MILESTONE #3 DUE DATE: 180 DAYS AFTER CONTRACT START.**

**24.4 Milestone #4: Applications/Infrastructure Management Assessment**

As part of its continual process and procedure improvement activities, the City/County is interested in an Applications and Infrastructure Management Assessment to identify and recommend (minimally) ways to...

1. Better manage the City/County Application and Infrastructure portfolio.
2. Streamline, consolidate and reduce the number of applications and infrastructure devices currently in use today, without sacrificing or hampering business goals and activities.
3. Develop an action plan (including estimated costs) to implement any proposed recommendations from the resulting report.

**MILESTONE #4 DUE DATE: 180 DAYS AFTER CONTRACT START.**

**24.5 Milestone #5: Mobile, Cloud and Wireless Technologies Assessment**

Mobile computing, cloud computing and wireless technologies have grown and matured substantially in the last 5 years. The City/County seeks to take advantage of and exploit such technologies when/where feasible and in a secure and cost effective way. The City/County is interested in an assessment that minimally highlights/addresses such items as...

1. Baseline the City/County's current use of these 3 technologies.
2. How does the City/County compare to industry standards and best practice organizations of similar size, scope and complexity?
3. Recommend ways the City/County can exploit and grow its use of these 3 technologies.
4. Develop and action plan (including estimated costs) to implement any proposed recommendations from the resulting report.

**MILESTONE #5 DUE DATE: 180 DAYS AFTER CONTRACT SIGNING.**

**24.6 Milestone #6: Continuity of Operations Assessment**

Based in part on conclusions reached in Milestone 5, assess how the City and County could enhance continuity of operations in our environment. The City/County is interested in an assessment that minimally highlights/addresses such items as:

1. Outline a plan to increase the overall continuity of operations for the City, County and Utility.
2. Estimate the cost of changes to implement all or parts of such a plan.
3. Cover the following specific areas:
  - a. Public Safety
  - b. Customer billing
  - c. Accounting, Purchasing, and Payroll
  - d. Email
  - e. GIS
  - f. Network storage

**MILESTONE #6 DUE DATE: 270 DAYS AFTER CONTRACT SIGNING.**

MASTER SERVICES AGREEMENT	Revision Date: 08/19/2016	Page 95
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## 25 EXHIBIT G: PRICING WORKBOOK

This Exhibit is incorporated into and made a part of the Professional Services Agreement by and between the City/County and Service Provider.

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1. **Service Providers BAFO Pricing Workbook file name: RFP3972\_BAFO Pricing Workbook-vF (MS Excel)**

**Contained in folder: CFW-AC Strategic Outsourcing Contract Exhibits Folder**

## **26 EXHIBIT H: KEY PERSONNEL**

This Exhibit is incorporated into and made a part of the Professional Services Agreement by and between the City/County and Service Provider.

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This exhibit details the key personnel the City/County requires to have oversight involvement in the ongoing selection of personnel for the following roles/titles.

- 1.** Program Manager
- 2.** Delivery Operations Manager/Service Delivery Manager
- 3.** Service Desk Manager
- 4.** Transition Manager
- 5.** Project Managers
- 6.** Service Tower Leads

<b>Instructions</b>
<b>TOC page</b>
<b>Assumptions</b>

**CITY OF FORT WAYNE AND ALLEN COUNTY, INDIANA**

**Atos IT Solutions and Services Inc**

**\*\* Confidential and Proprietary \*\***

Base Service	\$ 334,356	\$ 329,112	\$ 324,024	\$ 318,936	\$ 314,004	\$ 1,620,432
Base Service	\$ 1,066,380	\$ 1,060,824	\$ 1,055,676	\$ 1,047,420	\$ 1,040,508	\$ 5,270,808
Base Service	\$ 1,482,636	\$ 1,451,412	\$ 1,421,436	\$ 1,368,948	\$ 1,324,344	\$ 7,048,776
Base Service	\$ 2,055,588	\$ 1,988,184	\$ 1,909,512	\$ 1,801,368	\$ 1,701,864	\$ 9,456,516
	\$ 4,938,960	\$ 4,829,532	\$ 4,710,648	\$ 4,536,672	\$ 4,380,720	\$ 23,396,532
<b>(Input amount)</b>	N/A	N/A	\$ 544,802	\$ 357,562	\$ 176,144	\$ 902,364

**NOTE: Early Termination Fees assumes Client termination for convenience - NOT FOR CAUSE**

One-Time Costs	Help Desk Transition Fees	\$ -
One-Time Costs	Desktop Computing Transition Fees	\$ -
One-Time Costs	Network & Servers Transition Fees	\$ -
One-Time Costs	App Dev Maint Supp Transition	\$ -
One-Time Costs	Milestones Start-Up	\$ -
		\$ 23,396,532

**REPORT OF COMMITTEE ON FINANCE**  
**September 20, 2016**

**John Crawford Chair**

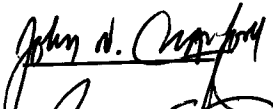
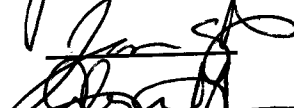


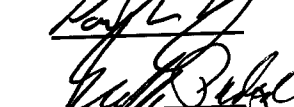
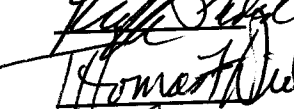
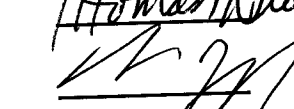
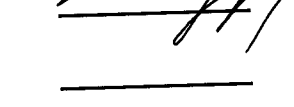
**Glynn Hines Co-Chair**

**All Council Members**

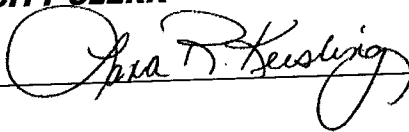
AN ORDINANCE approving the award of Contract between Atos IT Solutions and Services, Inc. and the City of Fort Wayne, Indiana, in joint support of the IT needs of the City of Fort Wayne and Allen County, Indiana

**Involving a total cost of \$14,900,000**

**COMMITTEE ON FINANCE HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance**

<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>	<u>NO REC</u>
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
_____	_____	_____	_____

**LANA R. KEESLING**  
**CITY CLERK**



Public Hearing Date: N/A

Read the first time in full and on motion by Councilman Crawford.

Read the second time by title and referred to the Finance Committee.

Read the third time in full and on motion by Councilman Crawford, placed on passage by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BARRANDA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CRAWFORD	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
HINES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: September 27, 2016




LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Special Ordinance No. S-16-09-04 on the 27th day of September, 2016

ATTEST:

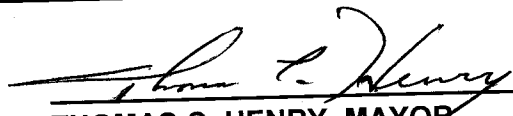
  
LANA R. KEESLING  
CITY CLERK

  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th of September 2016, at the hour of 10:15 o'clock A.M. E.S.T.

  
LANA R. KEESLING, CITY CLERK

Approved and signed by me this 28<sup>TH</sup> day of September 2016, at the hour of 2:00 O'clock PM E.S.T.

  
THOMAS C. HENRY, MAYOR