



**Statement of Work NKEA-9T4ULK
for
IBM i2 COPLINK Data Source Integration Support Jan-June 2015**

**Prepared for
Town of Prescott Valley**

The information in this Statement of Work may not be disclosed outside of Town of Prescott Valley and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the Statement of Work, provided that, if a contract is awarded to IBM as a result of or in connection with the submission of this Statement of Work, Town of Prescott Valley will have the right to duplicate, use or disclose the information to the extent provided by the contract. This restriction does not limit the right of Town of Prescott Valley to use information contained in this Statement of Work if it is obtained from another source without restriction. IBM retains ownership of this Statement of Work.

1. Overview and Approach

IBM is pleased to present this Statement of Work (“SOW”) for IBM i2 COPLINK (“COPLINK”) Data Source Integration Support services.

2. IBM Statement of Work

This section describes the work to be provided by IBM (the “Services”) to Town of Prescott Valley (“Customer”, also called “you” and “your” and “PVPD”) under the terms and conditions of the agreement identified in the signature block of this SOW, (the “Agreement”). In addition, your responsibilities are listed.

Changes to this SOW will be processed in accordance with the procedure described in Appendix A-1: Project Change Control Procedure. The investigation and the implementation of changes may result in modifications to the Estimated Schedule, Charges, and other terms of this SOW and/or the Agreement.

The following are incorporated in and made part of this SOW:

- Appendix A: Project Procedures
- Appendix B: Materials
- Appendix C: Sample Project Change Request form

To the extent there is any contradiction, inconsistency or ambiguity between the terms of this SOW and the Agreement identified below, this SOW will govern.

2.1 Project Scope

Under this project IBM will provide remote IBM i2 COPLINK (“COPLINK”) Data Source Integration Support Services for the following identified data source(s):

Contributing Agency	Data Source Name	DS#	Renewal Start Date	Renewal End Date	Period Length (Mos.)
Prescott Valley Police Department	Prescott Valley PD RMS	2346	1/1/2015	6/30/2015	6

IBM's estimated charges and schedule are based on performance of the activities listed in the “IBM Responsibilities” section below. Deviations that arise during the project will be managed through the procedure described in Appendix A-1: Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using IBM's standard rates in effect from time to time for any resulting additional work or waiting time.

IBM and you will each comply with applicable export and import laws and regulations, including those of the United States that prohibit or limit export for certain uses or to certain end users, and each party will cooperate with the other by providing all necessary information to the other, as needed for compliance. Each party will provide the other with advance written notice prior to providing the other party with access to data requiring an export license.

2.2 Facilities and Hours of Coverage

IBM will:

- a. perform the work remotely, except for any project-related activity which IBM determines would be best performed at your facility in Prescott Valley, AZ in order to complete its responsibilities under this SOW.
- b. provide the Services under this SOW during normal business hours, 8:00 AM to 5:00 PM, MST, Monday through Friday, except holidays. If necessary, you will provide after-hours access to your facilities to IBM personnel. Out-of-town personnel may work hours other than those defined as normal business hours to accommodate their travel schedules.

2.3 IBM Responsibilities

Under this SOW, IBM will undertake the following activities:

Activity 1 - Annual Integration Maintenance and Support Services for Contributing Data Sources

The purpose of this activity is to provide annual support to PVPD for the data sources shown in section 2.1, above.

IBM will:

- a. Provide telephone and email support Monday through Friday, 8:00am-5:00pm MST to PVPD's authorized representatives for questions and issues regarding their COPLINK Data Source. Telephone number and email address to be provided separately.
- b. Provide a tracking number (PMR #) in response to initial issue reports.
- c. Respond with an initial assessment and a resolution plan.
- d. Work with PVPD on connectivity issues.
- e. Assist PVPD with mass user loads when needed.
- f. Resolve any issue found by IBM to be a defect in (1) the integration services originally rendered or (2) the IBM (formerly i2/KCC) provided software runtime underlying the integration.
- g. Monitor the throughput rate and various data statistics to facilitate early identification and resolution of operational issues, under the terms of this SOW to the extent allowed by PVPD security policy and practices.
 - (1) Troubleshoot and when the issue is covered under COPLINK Data Integration Support either correct the issue or engage PVPD to assist in restoring refresh data flow.
 - (2) Determine if issue requires a mapping correction and fix that if covered under the 10 hours.
- h. Provide a refresh report to a technical contact or other individual upon request. A valid email address must be provided for this automatic service to be set up.
- i. Provide up to 10 hours of support toward:
 - (1) The modification of a data source integration, when (1) those modifications are necessary as the result of changes to (but not replacement of) PVPD's data source product and (2) the modifications are within scope of the original data source integration.
 - (2) Extraordinary data access control requests, e.g. the deletion of a document from the COPLINK warehouse in response to a court-ordered expungement.

The following are excluded from annual support provided by IBM:

- a. Any support of the COPLINK software (this support is provided by IBM under separate license and maintenance agreements)..
- b. Modifications to data source integration made necessary if the data source product is moved from one database platform to another.
- c. Modifications to a data source integration that is deemed outside the scope of the original data source integration.
- d. Modifications to data source integrations, the node/warehouse, the overall solution architecture, or any other artifact resulting from services, if modifications are necessary as a result of (i) PVPD error or oversight at the time services were rendered, or (ii) new PVPD requirements determined after services were completed.
- e. Recovery from catastrophic failure of hardware and/or third-party software.
- f. Backup of the Intermediate Machine (iBox) or any other customer controlled systems. It is the customer's responsibility to provide this.
- g. Corrective actions necessitated by bulk operations performed on a data source (e.g. rewriting all beat codes on crime reports to align with a new jurisdictional breakdown) without prior notification to and coordination with IBM.
- h. Issues resulting from down time or incorrect operation of data sources.
- i. Issues related to any third party hardware or software.

- j. Any third party vendor maintenance charges.
- k. Bulk deletion of data from the COPLINK warehouse.

Completion Criteria:

This activity will be considered complete when the End Date as set forth in the Schedule of this SOW has been reached.

Deliverable Materials:

- Resolution Plan as needed

2.4 Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement, and are to be provided at no charge to IBM. You are required to perform your obligations in the Agreement and this SOW without exception. IBM's performance is predicated upon the following responsibilities being managed and fulfilled by you. Delays in performance of these responsibilities may result in additional cost and/or delay of the completion of the project, and will be handled in accordance with Appendix A-1: Project Change Control Procedure.

2.4.1 Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for IBM communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

- a. manage your personnel and responsibilities for this project;
- b. serve as the interface between IBM and all your departments participating in the project;
- c. administer the Project Change Control Procedure with the IBM Project Manager;
- d. participate in project status meetings;
- e. obtain and provide information, data, and decisions within three business days of IBM's request unless you and IBM agree in writing to a different response time;
- f. resolve deviations from the estimated schedule, which may be caused by you;
- g. help resolve project issues and escalate issues within your organization, as necessary;
- h. review with the IBM Project Manager any of your invoice or billing requirements. Such requirements that deviate from IBM's standard invoice format or billing procedures may have an effect on price, and will be managed through the Project Change Control Procedure in Appendix A-1; and
- i. create, with IBM's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

2.4.2 Your Other Responsibilities

You will:

- a. supply all prerequisite hardware and software to be used during the performance of this SOW. This does not include any hardware or software normally used by IBM consultants in the performance of their day-to-day responsibilities with IBM;
- b. ensure that your staff is available to provide such assistance as IBM reasonably requires and that IBM is given reasonable access to your senior management, as well as any members of your staff to enable IBM to provide the Services. You will ensure that your staff has the appropriate skills and experience. If any of your staff fails to perform as required, you will make suitable additional or alternative staff available;
- c. if making available any facilities, software, hardware or other resources, obtain any licenses or approvals related to these resources that may be necessary for IBM and its subcontractors to perform the Services. IBM will be relieved of its obligations that are adversely affected by your failure to promptly obtain such licenses or approvals. You agree to reimburse IBM for any reasonable costs and other amounts, including costs of litigation and settlements, that IBM may incur from your failure to obtain these licenses or approvals;

- d. provide all information and materials reasonably required to enable IBM to provide the Services. You agree that all information disclosed or to be disclosed to IBM is and will be true, accurate and not misleading in any material respect. IBM will not be responsible for any loss, damage, delay, or deficiency arising from inaccurate, incomplete, or otherwise defective information or materials supplied by you or your representative;
- e. if you are employing other suppliers whose work may affect IBM's ability to provide the Services, unless specifically agreed to otherwise in writing, you will be responsible for the management of the third parties and the quality of their input and work. Except to the extent IBM specifically agrees otherwise in this SOW, you are solely responsible for any third party hardware, software or communications equipment used in connection with the Services;
- f. be responsible for the identification of, interpretation of, and compliance with, any applicable laws, regulations, and statutes that affect your existing systems, applications, programs, or data to which IBM will have access during the Services, including applicable data privacy, export, import laws and regulations, and product safety and regulatory compliance for non-IBM products including those recommended by IBM. You are solely responsible for obtaining advice of competent legal counsel as to the identification and interpretation of any relevant laws, rules and regulations that may affect your business and any actions you may need to take to comply with such laws. IBM makes no representations or warranties with respect to product safety or regulatory compliance of non-IBM products;
- g. allow IBM to cite your company name and the general nature of the Services IBM performed for you to IBM's other customers and prospective customers as an indication of IBM's experience, unless both you and IBM specifically agree otherwise in writing;
- h. agree that IBM may process the business contact information of your employees and contractors and information about you as a legal entity (contact information) in connection with IBM Products and Services or in furtherance of IBM's business relationship with you. This contact information can be stored, disclosed internally and processed by International Business Machines Corporation and its subsidiaries, Business Partners and subcontractors wherever they do business, solely for the purpose described above provided that these companies comply with applicable data privacy laws related to this processing. Where required by applicable law, you have notified and obtained the consent of the individuals whose contact information may be stored, disclosed internally and processed and will forward their requests to access, update, correct or delete their contact information to IBM who will then comply with those requests;
- i. be responsible for i) any data and the content of any database you make available to IBM in connection with a Service, ii) the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data, and iii) backup and recovery and integrity of the database and any stored data. This security will also include any procedures necessary to safeguard the integrity and security of software and data used in the Services from access by unauthorized personnel. IBM's responsibilities regarding such data or database, including any confidentiality and security obligations, are governed by the terms of this SOW, including the referenced Agreement and applicable Attachments (which prevails over the terms of any separate confidentiality agreements) and subject to the Limitation of Liability and other terms in the Agreement;
- j. keep the third party hardware and software used for the COPLINK node current with any fixes and upgrades during the period of annual support;
- k. notify IBM of bulk operations to be performed on data sources;
- l. acknowledge that some or all data sources may require purchasing tools or interfaces from the Vendor of the product. PVPD is responsible for purchasing those if necessary; and
- m. if IBM requires access to your production systems, provide the required hardware (either an assigned desktop or laptop system) for such access. Any hardware provided for this access will be secured at your location when not in use by IBM.

2.5 Deliverable Materials

IBM will provide you with the tangible items listed in Appendix B, if any, which will be provided as Type II Materials.

2.6 Completion Criteria

IBM will have fulfilled its obligations under this SOW when one of the following first occurs:

- a. IBM accomplishes the activities set forth in the "IBM Responsibilities" section and delivers to you the Materials listed, if any; or
- b. You or IBM terminates the project in accordance with the provisions of this SOW and the Agreement.

2.7 Estimated Schedule

The Services will be provided between a start date to be determined by both parties and currently estimated to be January 1, 2015 ("Start Date"), and an estimated end date of June 30, 2015 ("End Date"), or on other dates mutually agreed to between you and IBM.

2.8 Charges

The Services will be conducted on a fixed price basis. The fixed price for performing the Services defined in the SOW will be \$1,462.50. This fixed price is exclusive of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes.

Because the services will be performed remotely, IBM does not expect to incur and travel and living expenses associated with this engagement.

IBM will invoice you for the full amount of \$1,462.50, plus applicable taxes, travel and living expenses, and other reasonable expenses incurred in connection with the Services, upon receipt of the signed SOW. Payment is due upon receipt of invoice, payable within 30 days. Payment may be made electronically to an account specified by IBM or by other means agreed to by the parties. In the event of late payment, IBM reserves the right to suspend the provision of Services and to charge interest on amounts overdue. You do not have to pay any amount disputed in good faith while it is being investigated, but you remain obligated to pay any amount not in dispute.

If your customer number indicates that you require a Purchase Order (PO) for payment purposes, the Services under this SOW will not be provided until a PO or a PO waiver for the charges specified in the Charges section, including travel and living expenses, is received. A PO waiver may be sent in hard copy or e-mail, but must come from an authorized officer or your purchasing agent. Any different or added terms contained in any PO or other ordering documents that might be exchanged in relation to activities under this SOW will not be applicable or of any effect. At its sole discretion, IBM may elect to begin delivery of Services after SOW signing, but prior to receipt of PO or PO waiver, on a limited, case-by-case basis.

2.9 Additional Terms and Conditions

2.9.1 Confidential Information

Notwithstanding anything to the contrary in the Agreement, the parties hereto agree that the IBM Agreement for the Exchange of Confidential Information ("AECI") shall govern the obligations and rights of the parties with respect to any Information (as defined in the AECI) exchanged between the parties during the term of this SOW. The AECI is incorporated into, and subject to, this SOW, and is located at:

http://www-05.ibm.com/support/operations/files/pdf/aeci_us.pdf

(which location may be changed from time to time). The terms of this SOW shall be considered confidential information under the AECI.

2.9.2 Termination

Either party may terminate this SOW by giving the other party not less than 30 days written notice. Upon termination, you will pay the following amounts to IBM: i) the charges for Services IBM provides through termination, and all Materials IBM has prepared through termination, whether or not completed or delivered, and ii) if you terminate, all costs and expenses IBM incurs in terminating the Services.

2.9.3 Offer Expiration Date

This offer will expire on May 15, 2015, unless extended by IBM in writing.

This SOW, its Appendices and the Agreement identified below, are the complete agreement regarding Services, and replace any prior oral or written communications, representations, undertakings, warranties, promises, covenants, and commitments between you and IBM regarding the Services. In entering into this SOW, neither

party is relying upon any representation that is not specified in this SOW or the Agreement. Additional or different terms in any written communication from you (such as a purchase order) are void. Each party agrees that no modifications have been made to this SOW.

Each party accepts the terms of this SOW by signing this SOW (or another document that incorporates it by reference) by hand or, where recognized by law, electronically. Once signed, please return a copy of this document to the IBM address shown below. Any reproduction of this SOW made by reliable means (for example, electronic image, photocopy, or facsimile) is considered an original and all Services ordered under this SOW are subject to it.

Agreed to:

Town of Prescott Valley

By:

Authorized signature

Title: _____

Name (type or print): _____

Date: _____

Agreed to:

International Business Machines Corporation

By:

Authorized signature

Title: _____

Name (type or print): _____

Date: _____

Agreement name: IBM Customer Agreement

Agreement number/date: HQ12291 / 01-91

Statement of Work number: NKEA-9T4ULK

IBM Fax number: 402-359-1685

IBM E-mail address: danny.jensen@ca.ibm.com

Appendix A: Project Procedures

A - 1: Project Change Control Procedure

The following process will be followed if a change to this SOW is required:

- a. A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the project.
- b. The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- c. Both Project Managers will review the proposed change and agree to implement it, recommend it for further investigation, or reject it.
- d. IBM will specify any charges for such investigation. A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. IBM will invoice you for any such charges per the terms of this SOW and the Agreement. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of this SOW and the Agreement.
- e. A PCR must be accepted by authorized representatives from both parties to authorize implementation of any agreed changes to the SOW and the Agreement. Until a change is agreed to, both parties will continue to act in accordance with the latest agreed version of the SOW.
- f. A PCR that has been signed by authorized representatives from both parties constitutes a change authorization for purposes of this SOW and the Agreement.

A - 2: Deliverable Materials Acceptance Procedure

Except for Status Reports, Project Plans/Schedules, and Student Course Materials, deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- a. One printed draft of the deliverable Material will be submitted to your Project Manager. It is your Project Manager's responsibility to make and distribute additional copies to any other reviewers.
- b. Within five business days of receipt, your Project Manager will either accept the deliverable Material or provide the IBM Project Manager a written list of requested revisions. If IBM receives no response from your Project Manager within five business days, then the deliverable Material will be deemed accepted.
- c. The IBM Project Manager will consider your timely request for revisions, if any, within the context of IBM's obligations under this SOW.
- d. Those revisions agreed to by IBM will be made and the deliverable Material will be resubmitted to your Project Manager, at which time the deliverable Material will be deemed accepted.
- e. Those revisions not agreed to by IBM will be managed in accordance with Appendix A-1: Project Change Control Procedure.
- f. Any conflict arising from this deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-3.

A - 3: Escalation Procedure

The following procedure will be followed to resolve a conflict arising during the performance of this SOW.

- a. When a conflict arises between you and IBM, the project team member(s) will first strive to work out the problem internally.
- b. Level 1: If the project team cannot resolve the conflict within two business days, your Project Manager and the IBM Project Manager will meet to resolve the issue.
- c. Level 2: If the conflict is not resolved within three business days after being escalated to Level 1, your Executive Sponsor will meet with the IBM Project Executive to resolve the issue.
- d. If the conflict is resolved by either Level 1 or Level 2 intervention, the resolution will be addressed in accordance with the Project Change Control Procedure set forth in Appendix A-1.

- e. If the conflict remains unresolved after Level 2 intervention, then either party may terminate this SOW. If the conflict is addressed by termination, you agree to pay IBM as described in the "Termination" section of this SOW.
- f. During any conflict resolution, IBM agrees to provide Services relating to items not in dispute, to the extent practicable pending resolution of the conflict. You agree to pay invoices per this SOW and the Agreement.

Appendix B: Materials

B - 1: Resolution Plan as needed

Purpose:

To outline the resolution of the valid, in-scope issue.

Content:

Written resolution of the issue.

Delivery:

IBM will deliver one copy of this document in softcopy format via email or in a trouble ticket accessible by PVPD.

Appendix C: Sample Project Change Request

PROJECT CHANGE REQUEST (PCR)		
PCR Date:	Requested by:	PCR Number:
<p>This PCR must be approved by both parties and signed below on or before the offer expiration date before the PCR can be implemented. This offer will expire on {insert mm/dd/yyyy}, unless extended by IBM in writing. All other terms in the referenced SOW not affected by this PCR remain in full force and effect.</p>		
<p>The parties agree that this PCR modifies the existing referenced SOW as follows: {insert language regarding the changes to the SOW here}</p>		
<p>{insert language regarding the impact of the changes here... sample text is below}</p> <p>If extending the date: The new estimated End Date is {End Date}.</p> <p>If adding hours: The additional estimated services hours for this PCR are {Number of hours}, at \${Hourly rate} per hour, for additional estimated professional services charges of \${Fee total}.</p> <p>If adding Fixed Fee Services: The additional fixed fee for performing the Services defined in this PCR is \${Fee total}.</p> <p>If adding T&L: The additional estimated travel and living expenses (including actual transportation and lodging, and per diem meal expenses) for this PCR are \${Expenses}.</p>		
PCR Approval		
<p>In entering into this PCR, you are not relying upon any representation made by or on behalf of IBM that is not specified in the Agreement or the SOW, including, without limitation, the actual or estimated completion date, number of hours to provide any of the Services, charges to be paid, or the results of any of the Services to be provided under the SOW. Each of us agrees that the complete agreement between us about these Services consists of 1) this Project Change Request, 2) the referenced SOW including any previous mutually-approved PCRs, and 3) the Agreement or any equivalent agreement in effect between us as identified in the SOW.</p>		
Agreed to:	Agreed to:	
{Customer Legal Name}	International Business Machines Corporation	
By (Authorized Signature):	By (Authorized Signature):	
DRAFT – NOT FOR SIGNATURE	DRAFT – NOT FOR SIGNATURE	
Title:	Title:	
Name (type or print):	Name (type or print):	
Date:	Date:	
PCR Estimated Start Date (remove if not applicable):	Statement of Work Name:	
PCR Estimated End Date (remove if not applicable):	Statement of Work Number:	
	IBM Fax Number:	
	IBM Internet ID:	