

AN ORDINANCE 2014 - 08 - 21 - 0584

**ACCEPTING THE OFFER FROM INTERGRAPH CORPORATION TO PROVIDE RESIDENT SYSTEM ADMINISTRATOR SERVICES FOR THE SAN ANTONIO POLICE DEPARTMENT AUTOMATED FIELD REPORTING AND RECORDS MANAGEMENT SYSTEMS, IN A CUMULATIVE AMOUNT UP TO \$512,366.00, FUNDING WILL BE AVAILABLE FROM THE REGIONAL INTEROPERABILITY SYSTEM AND CAD PROJECT FUND AND THE FY2016 AND FY2017 IT PUBLIC SAFETY BUDGET CONTINGENT UPON BUDGET APPROPRIATIONS.**

\* \* \* \* \*

**WHEREAS**, the City of San Antonio Police Department (SAPD) currently utilizes the Intergraph Automated Field Reporting (AFR) and Records Management (RMS) systems for report writing and record management; and

**WHEREAS**, SAPD requires the services of a system administrator who will serve as a single point of contact for all issues for the Intergraph furnished software during the deployment lifecycle and production roll-out of the AFR and RMS systems; and

**WHEREAS**, utilizing a system administrator will allow SAPD to receive expert information and advice from the vendor firsthand, enabling the resolution of system issues more quickly and effectively; **NOW THEREFORE**,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** A contract with the Intergraph Corporation to provide SAPD with resident system administrator services for AFR and RMS, in a cumulative amount up to \$512,366.00, is hereby approved. A copy of the Statement of Work is attached hereto and is incorporated by reference as **Attachment 1**. The Chief Technology Officer or his designee is authorized to execute all documents related to this agreement.

**SECTION 2.** Payment in the amount of \$135,265.00 for year 1 (nine months) in SAP Fund 45099000, General Obligation Capital Projects, SAP Project Definition 17-00032, Regional Interoperability System & CAD, is authorized to be encumbered with a purchase order and made payable to Intergraph Corporation, for resident system administrator services for the San Antonio Police Department (SAPD) Automated Field Reporting (AFR) and Records Management (RMS) systems.

**SECTION 3.** Payment not to exceed the budgeted amount is authorized to Intergraph Corporation and should be encumbered with a purchase order. All expenditures will comply with the approved budget for current and future fiscal years.



JK  
8/21/14  
Item #4

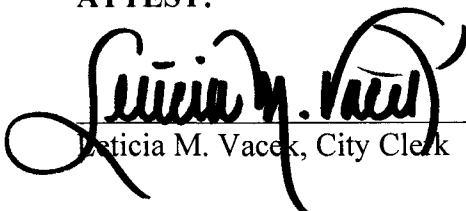
**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

**SECTION 5.** This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

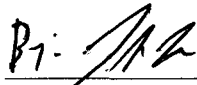
**PASSED and APPROVED** this 21<sup>st</sup> day of August, 2014.

  
**M A Y O R**  
Ivy R. Taylor

**ATTEST:**

  
\_\_\_\_\_  
Patricia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

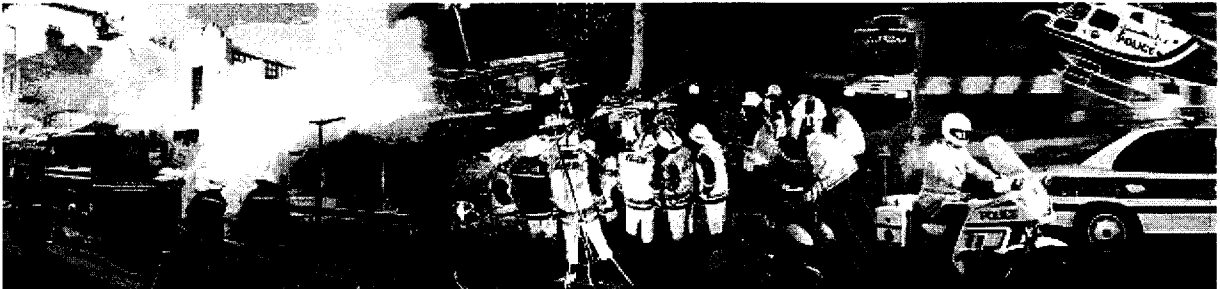
  
\_\_\_\_\_  
Robert F. Greenblum, City Attorney



<b>Agenda Item:</b>	4 ( in consent vote: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19A, 19B, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 32, 33 )
<b>Date:</b>	08/21/2014
<b>Time:</b>	09:14:51 AM
<b>Vote Type:</b>	Motion to Approve
<b>Description:</b>	An Ordinance accepting the offer from Intergraph Corporation to provide resident system administrator services for the San Antonio Police Department Automated Field Reporting and Records Management systems, in a cumulative amount up to \$512,366.00, funding will be available from the Regional Interoperability System and CAD Project fund and the FY2016 and FY2017 IT Public Safety Budget contingent upon budget appropriations. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
<b>Result:</b>	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy Taylor	Mayor		x				
Diego Bernal	District 1		x				
Keith Toney	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				x
Mari Aguirre-Rodriguez	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	





**San Antonio, TX  
Police Department**

Intergraph Corporation  
Statement of Work  
for

InPursuit (RMS) Resident System Administrator  
Three (3) Year Agreement

August 1, 2014

**Attachment I**

**Prepared for:**

**Jeannette Kriewald, PMP  
Special Projects Manager  
San Antonio Police Department  
315 S Santa Rosa, Suite 5501  
San Antonio, TX 78207  
(O): 210 207-5534  
(C): 830 431-2638**

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**By:**

**Spencer Anderson  
Account Manager  
Security, Government & Infrastructure (SG&I) Division  
Intergraph Corporation  
P.O. Box 240000  
Huntsville, AL 35813 USA  
  
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## Change History

<b>Revision</b>	<b>Date</b>	<b>Author</b>	<b>Section Changed and Description</b>
1.0	04/02/2014	Intergraph / L. Smith	Original - Draft
1.5	04/10/2014	SAPD / J. Kriewald	Added verbiage to keep consistency with original SOW
2.0	5/7/2014	Intergraph	Submit final for approvals
3.0	06/18/2014	SAPD / CoSA Legal	Updated Assumptions and added an Appropriations clause to Attachment A-1

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## **1 INTRODUCTION**

This document is submitted to serve as a mutually acceptable Statement of Work ("SOW") between Security, Government and Infrastructure, a Division of Intergraph Corporation ("Intergraph") and the San Antonio, TX Police Department ("Customer").

This SOW defines the activities associated with providing the Customer with a three (3) year agreement covering services for a full-time on-site InPursuit (RMS) Resident System Administrator ("RSA").

The initial Period of Performance covered by this SOW will be for a nine (9) month period. The Periods of Performance covered by this three (3) year agreement are as follows:

- Nine (9) months of Year 1      August 1, 2014 – April 30, 2015
- Year 2 (12 months)            May 1, 2015 – April 30, 2016
- Year 3 (12 months)            May 1, 2016 – April 30, 2017

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## **2 ASSUMPTIONS**

This SOW is based upon the following assumptions:

1. The services as described in this scope of work are contingent upon the Customer having a current paid maintenance agreement.
2. The scope of services to be provided by the RSA is identified in Attachment A-3: InPursuit (RMS) RSA Scope of Services.
3. All Intergraph services will be performed on-site as specified in *Attachment A-3: InPursuit (RMS) RSA Scope of Services*.
4. References to hardware and software within this SOW or *Attachment A-3: InPursuit (RMS) RSA Scope of Services* means hardware or software purchased from Intergraph.
5. The initial Period of Performance is for nine (9) contiguous months after execution of the SOW.
6. Termination of the RSA services by the Customer prior to the end of the Periods of Performance shall entitle Intergraph to relocation charges for the on-site RSA personnel and family not to exceed \$10,000.00, unless termination is due to non-appropriation as detailed in *Attachment A-1: Terms & Conditions, Appropriations*.

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## **3 PROJECT DELIVERABLES**

The deliverables for this SOW will be as follows:

- InPursuit (RMS) Resident System Administrator services

Note: Services to be provided will be as specified in *Attachment A-3: InPursuit (RMS) RSA Scope of Services*.

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## **4 CUSTOMER RESPONSIBILITIES**

Please see *Attachment A-3: InPursuit (RMS) RSA Scope of Services* for Customer Responsibilities as they pertain to the RSA.

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## **5 ACCEPTANCE CRITERIA**

All services shall be considered accepted as rendered.

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## **6 SCHEDULE**

Scheduling of Intergraph services will occur: (i) upon receipt of this executed document, (ii) receipt of Customer's purchase order (if applicable), and (iii) Customer has a signed current maintenance agreement and no past due payments to Intergraph. Intergraph and the Customer will determine a mutually agreeable schedule for completion of the deliverables as described in this SOW.

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## **7 PRICE**

Pricing for the Statement of Work (SOW) is in accordance with Intergraph quotation number: **SanAntonio\_TX\_inPursuit\_RSA-3 Yrs\_\$042914lps1\$-Final** which is provided as an attachment.

Intergraph will submit the invoices to the Customer at the following address:

April Sloan  
Fiscal Analyst  
San Antonio Police Department  
315 S Santa Rosa, Suite 5401  
San Antonio, TX 78207  
(O): 210 207-7449

**See Attachment A-2 for Remittance Instructions**

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## **8 TERMS OF PAYMENT**

Payment for this SOW represents the annual fee for the Project Deliverables covering the Period of Performance set forth in Section 1.

Payments for this SOW will be made monthly in arrears for a period of nine (9) months during Year 1 and twelve (12) months during Year 2 and Year 3. During Year 1, each monthly payment will be one-ninth (1/9) of the total annual contract value of \$135,265. During Year 2 and Year 3, the monthly payment will be one-twelfth (1/12) of the total annual contract value of \$185,764 (Year 2), and \$191,337 (Year 3). Payment is due thirty (30) days from the date of invoice. An interest charge of two percent (2%) per month (or the maximum amount allowed by law, whichever is less), prorated on the basis of a thirty (30) day month, will be assessed on delinquent payments.

<b>Payment Milestone</b>	<b>Payment Percentage</b>
Payments are due Net 30 from the date of Invoice	100%

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## **9 PLACE OF PERFORMANCE**

The services under this SOW will be conducted as noted in *Attachment A-3; InPursuit (RMS) RSA Scope of Services*. The Customer also agrees to provide Intergraph personnel access to any required appropriately installed functional system via VPN remote connection.

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## **10 TERMS & CONDITIONS**

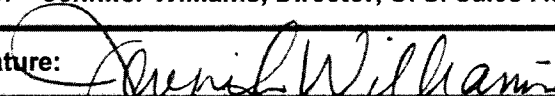
See *Attachment A-1: Terms & Conditions* for the specific Terms and Conditions of this SOW.

**11 APPROVAL SIGNATURES**

Signature by all parties listed below constitutes acceptance of and notice to proceed with this SOW, in accordance with this SOW.

This SOW may be executed in one or more counterparts, each of which shall be deemed to be original, and all of which together shall constitute one and the same agreement. A signature delivered by facsimile shall be deemed to be an original signature and shall be effective upon receipt thereof by the other party. Each party's acceptance hereof is expressly limited to the terms of this SOW and no different or additional terms shall have any force or effect unless expressly agreed to in writing by the parties.

This document is approved by:

<b>Intergraph Authorized Signature</b>	
Name: Jennifer Williams, Director, U. S. Sales Accounting	
Signature: 	Date: 8-1-2014

<b>Authorized Customer Signature</b>	
Name:	
Signature:	Date:

**Customer: Please check the appropriate box:**

- A Purchase Order **Will Not** be issued. Customer signature above constitutes notice to Intergraph to proceed with this Statement of Work.
- A Purchase Order **Will** be issued and shall contain the following statement:  
**This Purchase Order is issued in accordance with the Terms and Conditions contained in Intergraph's Statement of Work.**

This signed document will be sent to the following address:

For US Mail Delivery:  
 Intergraph Corporation  
 Attn: Doug Hawkins  
 P.O. Box 240000  
 Huntsville, AL 35813

For Shipping/Delivery including Overnight Services:  
 Intergraph Corporation  
 Attn: Doug Hawkins  
 19 Interpro Road  
 Madison, AL 35758

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## **ATTACHMENT A-1: TERMS AND CONDITIONS**

### **Ownership in Data/Computer Software**

All computer software related deliverables (data, programs, or program enhancements) prepared under this SOW shall be the property of Intergraph and shall be licensed to the Customer pursuant to Intergraph's current End User License Agreement.

### **Maintenance**

For any new purchases of Intergraph software described in this SOW, the Customer shall be responsible for placing the newly purchased software under maintenance following expiration of the applicable warranty period. If the software is not placed under maintenance, the cost of development and services required to migrate the current functionality to the new version will be added to all future system upgrades. Enhancements to this software are not provided under the maintenance agreement.

For any software version upgrades described in this SOW, this upgraded software is provided at no cost to the Customer under the general terms of the Intergraph maintenance agreement. This maintenance agreement must be in effect and current before any scheduling or related work will occur.

### **Warranty**

For any new software purchased as a part of this SOW, the following warranty applies. This warranty does not apply to software that is already covered under a paid maintenance agreement.

Intergraph software is warranted to substantially conform to the user documentation, free from defects in material and workmanship for a period of thirty (30) days from installation.

INTERGRAPH DISCLAIMS (TO THE EXTENT PERMITTED BY LAW) ALL WARRANTIES ON PRODUCTS FURNISHED HEREUNDER, EXCEPT THOSE SPECIFICALLY STATED ABOVE, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND REPRESENTS THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF INTERGRAPH.

### **Disclaimer**

IN NO EVENT WILL INTERGRAPH BE LIABLE TO THE CONTRACTOR FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH ANY SERVICES OR DELIVERABLES PROVIDED UNDER THIS SOW, EVEN IF INTERGRAPH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. INTERGRAPH'S TOTAL LIABILITY FOR ANY AND ALL DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS SOW FROM ANY CAUSE SHALL NOT EXCEED THE VALUE OF THIS SOW. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS SOW MAY BE BROUGHT BY THE CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

### **Infringement**

In the event of any proceeding against the Customer arising from allegations that the deliverables or services furnished by Intergraph infringes U.S. patent, copyright, trade secret, or other proprietary right of any third party, Intergraph will, if such allegation is not a result from modifications made by the Customer, defend or settle such proceeding, at Intergraph's

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expense, provided the Customer promptly notifies Intergraph in writing and grants Intergraph full authority to defend and settle such proceeding. Intergraph shall make such defense by counsel of its own choosing and the Customer shall cooperate with said counsel.

**Force Majeure**

Neither party shall be deemed to be in default of any provision of this SOW or be liable for any delay, failure in performance, or interruption of service resulting from acts of war, acts of terrorism, acts of God, acts of civil or military authority, civil disturbance, or any other cause beyond its reasonable control.

**Taxes**

Prices are exclusive of all federal, state or local sales, use, property, gross receipts, value added or similar taxes based upon amounts payable to Intergraph pursuant to this SOW ("Taxes"). Such Taxes, however do not include franchise taxes or taxes based on net income. The Customer agrees to pay Intergraph any applicable Taxes or provide Intergraph documentary evidence of an appropriate statutory exemption.

**Governing Law**

This SOW shall for all purposes be construed and enforced under and in accordance with the laws of the State of Texas.

**Place of Performance**

The Customer agrees to provide appropriate work place accommodations, computer equipment, software, and necessary access for Intergraph personnel.

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**Entire Agreement**

These terms and conditions, the Intergraph quotation, together with any attachments hereto, constitute the entire agreement between the parties with respect to the subject matter hereof; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.

**Insurance**

Intergraph shall, at its expense, keep in force at all times during the term of this SOW or any extension thereof, (i) workers' compensation insurance with statutory limits and Employers' Liability with limits of \$500,000/500,000/500,000 for employees; (ii) comprehensive general liability insurance in the amount of \$1,000,000 per occurrence for bodily injury, personal injury and property damage; (iii) automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury, personal injury and property damage; (iv) and errors and omissions liability insurance coverage in the amount of \$1,000,000 per occurrence that is to be maintained and in effect for no less than two years subsequent to the completion of the services. Intergraph shall provide a certificate of insurance to the applicable above-described policies as well as 1) names the City, its officers, employees, volunteers and elected representatives as an additional insured as respects to the operations and activities of Intergraph performed under the contract with the City, with the exception of the workers' compensation and errors and omissions policies, 2) provides for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured. The RMS RSA provides a single point of contact for all issues for the Intergraph-furnished inPURSUIT software. Specific duties will be performed to support the activities required during the deployment lifecycle and production roll-out of the FBR and RMS Systems and are defined as follows:



**Indemnity**

**INTERGRAPH covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CUSTOMER and the elected officials, employees, officers, directors, volunteers and representatives of CUSTOMER, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits for personal or bodily injury, death and property damage, made upon the CUSTOMER by a third party due to negligent acts and omissions by Intergraph, including its agents, officers, directors, representatives, employees, consultants or subcontractors of INTERGRAPH, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CUSTOMER, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT INTERGRAPH AND CUSTOMER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CUSTOMER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Intergraph agrees to indemnify, defend, and hold the Customer harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on the deliverables developed and supplied by Intergraph under this SOW.**

The indemnification obligations stated in this section are conditioned upon the following: (1) Customer shall give Intergraph immediate notice of the claim or infringement claim for which, Customer may be seeking indemnification (collectively "Claim"); (2) Intergraph has sole control of the defense of the Claim and any negotiations for its settlement or compromise provided Intergraph may not agree to any settlement that involves injunctive or equitable relief affecting Customer or an admission of liability by Customer without first obtaining its written consent, which shall be reasonably given; (3) Customer shall cooperate with Intergraph in its defense of any Claim; (4) the Claim is not the result of the negligence of willful misconduct of Customer; and (5) Customer may participate in the defense of the Claim at its own expense.

**Confidentiality**

From time to time, either party may, at its sole discretion, disclose to the other party confidential and proprietary information. Each party shall use at least the same degree of care in protection of the other's confidential information as it takes to protect its own confidential business information from unauthorized disclosure, transfer or other unauthorized use or access.

Without limiting the generality of the foregoing, Intergraph shall mark all information and material delivered to Customer that Intergraph deems proprietary and/or confidential with a legend designating the information and material "Confidential", "Proprietary" or words to that effect. Notwithstanding the foregoing, information which is orally or visually disclosed to the Customer by Intergraph, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, shall constitute Confidential and Proprietary Information of Intergraph if it would be apparent to a reasonable person, familiar with Intergraph's business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to Intergraph.

Intergraph and Customer shall maintain each of their confidential and private information and data to which it gains access in strict confidence and shall not disclose such information except as required to perform hereunder or as required by law.

Notwithstanding the above, Intergraph acknowledges that if the Customer is a municipal, county, state or other governmental entity subject to open records or public records laws, this Statement of Work and the deliverables hereunder shall be subject to the Texas Public Information Act. It shall be the responsibility of Intergraph to oppose any action for release or disclosure of its confidential information under such law.

The obligations specified in this section shall survive the termination or rescission of this Statement of Work.

### **Appropriations**

If funding for the entire three (3) year agreement (periods of performance) is not appropriated at the time this agreement is entered into, Customer retains the right to terminate this agreement at the expiration of each of Customer's budget periods, and any relocation charge and subsequent contract period is subject to and contingent upon such appropriation.

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**ATTACHMENT A-2: INTERGRAPH REMITTANCE INSTRUCTIONS**

Effective October 1, 2011

**International U.S. Dollars Wire Transfer from Banks Outside of the United States:****Pay To:**

SWIFT Code: ESSEUS33

Bank: SEB (Skandinaviska Enskilda Banken), New York, NY, USA

Account Name: Intergraph Corporation SGI Division

Account Number: 00007583

**Intermediary Bank Information:**

SWIFT Code: IRVTUS3N

Bank Name: Bank of New York Mellon, New York, NY

**Domestic Wire Transfer from U.S. Banks:**

ABA Number: 021000018

Bank Name: Bank of New York Mellon, New York, NY

Favor Of: Bank: SEB (Skandinaviska Enskilda Banken), Account Number 890 043 9688

For further credit to: Intergraph Corporation SGI Division, Account Number 00007583

**EFT Receipts via Automated Clearing House (ACH):**

Account Number: 1030429611

Company Name: Intergraph Corporation SGI

Routing Number: 043000096

Beneficiary Bank name: PNC Bank N.A.

Address: Pittsburgh, PA 15222

Phone#1-877-824-5001, Opt 1 and Opt 3

Contact: Lockbox Group, Product Client Services

**Checks:**

Send your prepay check or remit payment upon receipt of invoice by regular US Mail to:

Intergraph Corporation SGI Division

7104 Solution Center

Chicago, IL 60677-7001

If you have questions regarding the accompanying invoice or new remittance instructions, please call Cathy Simpson at 1-256-730-8403 or Kim Johnson at 256-730-2130.

**INTERGRAPH CONTACT FOR ALL PAYMENT NOTICES:**[Cathy.Simpson@intergraph.com](mailto:Cathy.Simpson@intergraph.com)

Security, Government, &amp; Infrastructure

19 Interpro Road

Madison, AL 35758-0015

Phone: 256.730.2000

[www.intergraph.com](http://www.intergraph.com)

TIN: 63-0573222

Correspondence Only:

PO Box 240000

Huntsville, AL 35813

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## **ATTACHMENT A-3: INPURSUIT (RMS) RSA SCOPE OF SERVICES**

### **inPursuit Resident System Administrator**

**Working hours:** The inPursuit (RMS) RSA support services will be provided to the Customer, much as a regular employee, during the normal day shift hours of operation, Monday through Friday, excluding Intergraph-observed holidays and mutually agreed vacation periods, for a total of forty (40) work hours per week.

Occasionally work may need to be conducted at weekends (e.g. rebuilding servers) but that every attempt would be made to schedule this in advance. Any time worked at weekends would result in fewer hours worked later that week and no amount to over 40 hours in total.

Vacation periods or other extended off site times shall not exceed the number of week's vacation commensurate with the Resident's years of service at Intergraph. In the event the resident is out more than a total of two (2) continuous weeks, Intergraph will provide an on-site replacement for the period beyond the two (2) weeks. During the initial 2-week period, the Customer's administration staff will be required to fill in, using telephone software support from Intergraph's Customer Care Center to support the system.

In addition, the RMS RSA should be allowed an additional two (2) weeks off for training; the two weeks for training does not have to be consecutive. Normal sick leave should be anticipated. Should sickness, accidents or other unforeseen situations arise that would exceed the two (2) week period, Intergraph and the Customer will mutually agree on other arrangements to support the site.

The Customer's training, administration and supervisory staff must also be the first level support for non-critical user questions and operational or workflow guidance. The RMS RSA is a systems person and not an up-front inPursuit trainer for operational issues or workflows.

The Customer shall utilize the Customer Care Center during a period when the RSA is not available or during after-hours for critical support issues only. A critical issue is defined as loss of major application functionality, affecting multiple users, for which there is no known work-around.

**System Administrator Duties:** A list of current standard system administration processes and duties will be supplied to the RSA before starting onsite. In addition, as time permits, the RSA will support the deployment lifecycle and production roll-out of FBR and RMS Systems as defined in the responsibilities below.

**Tracking and Working System Issues:** Following the system cut-over, the RSA will be the single technical point of contact for logging and resolving system issues. The RSA will log all the items that they are notified of or work on into the Intergraph Seibel system (with the exception of general questions) to ensure that these are tracked and have visibility. During out-of-office hours and when the RSA is not on-site, a designated Customer representative(s) will contact the Intergraph Customer Care Center (Help Desk) for critical system issues. In extreme circumstances of global system issues, and when the RSA is available in the area, he/she may be called out by the Help Desk to assist on-site.

**VPN Access to Intergraph:** This will be required for access to Seibel and other internal Intergraph sites such as Travel and Technical Documentation. Arrangements will be made to enable the Intergraph RSA to have VPN access from their Intergraph laptop. This VPN will not be accessible from any of the Customer's servers or workstations.

**Administrator access to Intergraph servers and workstations:** This will be required as part of the Resident's system and database administration and trouble-shooting responsibilities. Intergraph notes that VPN access into the Customer's system is strictly controlled and adherence to security procedures will be required.

**Other Access:** A standard finger-print and Background Check will be required prior to the Customer issuing any Access/ID card. This will be required to be worn at all times and will grant access to other areas of the building. Although an escort may be required for physical access to the servers, the need for this is expected to be rare since remote access is available. Intergraph shall be responsible for processing a one-time security check, including CJIS, for each subsequent or substituted Intergraph RSA posted on site during the period of performance.

**Report Writing:** The RSA may be requested by the Customer to create, or to assist the Customer's staff in creating, custom reports for the inPursuit RMS system. Any report writing done will take place on the Customer site as part of the standard 40 hour week. It should be noted that any extensive report writing could in fact take time and attention away from the Resident's defined duties of administering the system.

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## Site Specific Responsibilities and Scope

The Intergraph RMS RSA will work with the Customer's systems administration staff to manage and work with the Intergraph systems as directed by the Customer. During days off the Customer's system administration staff will use telephone support from Intergraph Customer Care Center to support the Intergraph systems covered under this Attachment.

The RMS RSA provides a single point of contact for all issues for the Intergraph-furnished inPURSUIT software. Specific duties will be performed to support the activities required during the deployment lifecycle and production roll-out of the FBR and RMS Systems and are defined as follows:

- a) Provide setup, configuration, database backups, database performance and general Intergraph System administration duties.
- b) Perform Intergraph RMS/FBR server setup and configuration.
- c) Perform daily operational tasks applicable to Intergraph System operations, such as purging system log files, managing database size, and checking status of applicable inPursuit interfaces and remote connections.
- d) Manage the inPursuit RMS/FBR (inPursuit) security and access to the Intergraph System per Customer instructions and security plan.
- e) Develop Intergraph System Support procedures as needed.
- f) Perform the first level of inPursuit RMS/FBR diagnostics for failures, identifying hardware or software problems, and perform complex issue trouble-shooting and resolution.
- g) Perform the recovery of data and configuration files per the Customer's guidelines, using Customer server backups.
- h) Perform the scheduling and administration of the inPursuit RMS/FBR server backups and recovery of data and configuration files per the Customer's guidelines.
- i) Change, customize and manage user configurable forms for the RMS (inPursuit) software (where possible).
- j) Monitor Intergraph System loading and provide guidance on efficient use of equipment and software.
- k) Monitor and adjust the inPursuit RMS/FBR database system parameters and Intergraph system operations for peak performance.
- l) Assist Customer training staff in development of workflows, operating procedures to improve user efficiency or deploy new functionality.
- m) Install and administer operating system software on inPursuit RMS/FBR servers as it relates to the use of the Intergraph inPursuit RMS/FBR, or utilities and service packs as purchased from Intergraph to maintain the system.

- n) Administer user inPursuit RMS/FBR accounts and passwords as directed by the Customer's system administrator.
- o) Aid in installation of Intergraph inPursuit application software upgrades (software supplied under separate Software Maintenance Agreements). Since inPursuit and interface software upgrades can be a major work effort on an active system, additional resources will be needed to handle the workload. Intergraph can provide quotes for these services as needed.
- p) Train the Customer's technical staff for backup Intergraph System Administration duties via hands on, daily work apprenticeships.
- q) Document any system anomalies for inclusion into periodic site reports as requested.
- r) Conduct Operating System patch and Service Pack testing and deployment for inPursuit RMS/FBR servers as well as provide support of Customer IT team efforts to certify patches and updates
- s) Participate in inPursuit RMS/FBR application update testing and deployment.
- t) Perform System reliability monitoring.
- u) Provide testing and implementation support necessary to ensure that the inPursuit applications perform in the Customer Disaster Recovery environment.
- v) Perform ongoing processes to support the consistency between training, QA, and the production environments.
- w) Assist in the development and use of ad hoc tools to support data cleansing.

## **Liaison with Intergraph Huntsville**

- a. Manage Intergraph System problems with immediate communications to Intergraph headquarters and access to internal developers, systems engineers and hardware professionals.
- b. Provide the interface to the Intergraph product development process to promote future software features to enhance site operations.
- c. Provide the interface with Intergraph second-level engineers and software Implementation Engineers to expedite on-site support and answer complex system questions or resolve configuration issues.

Services are limited to support for specific products furnished by Intergraph, functioning on the appropriate Intergraph supported operating system and hardware.

The RSA may perform other duties as requested by the Customer and agreed upon by Intergraph within the limits of time (40 hours a week) and responsibilities for one employee.

## **Excluded Services**

Intergraph Resident personnel are NOT responsible for:

- Management or maintenance of the Customer's network, including Active Directory, although the Resident may assist qualified staff with any software or hardware problem as time permits.
- Furnishing operating supplies or accessories; painting or refinishing the hardware or furnishing materials for this purpose, electrical work external to the Intergraph-furnished machines; or maintenance of other devices or software not furnished by Intergraph.
- Software development.
- General data entry, although assistance with bulk-loading of data using Intergraph applications may be supplied.
- Custom Report design and/or creation that does not use the ad-hoc reporting tools available in the inPursuit product.
- Map data editing or the map maintenance process other than assisting with deploying files onto the Test and Live systems where required.



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## Customer Responsibilities

During the term of performance under this Attachment, Customer shall commit to the following:

- Provide a clean, business type atmosphere for the RSA personnel to work with appropriate work accommodations and office equipment and furniture.
  - Free access to telephone equipment and long distance when used strictly for purposes of calling for additional support or information in resolution of an Customer problem or condition.
  - Telephone access with VPN capability or modem dial out capability shall be available within 20 feet of the main servers supporting the Intergraph software being administered.
  - High speed internet access from a local fixed machine on the LAN is highly advisable but not mandated.
  - Use of an administration type desktop workstation on the system being supported for administrative type duties, licensed with the appropriate software. (Intergraph will supply the RSA with a current model laptop for all other computer operations and mobile support).
  - For any remote support required and approved by the Customer, Intergraph will be granted the necessary privileges to access and conduct work on the appropriate systems.
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**Pricing for San Antonio, TX  
Valid through 8/1/2014**

<b>inPursuit RMS RSA</b>				<b>US\$</b>	<b>US\$</b>
<b>Item Description By Functional Use</b>	<b>Purpose</b>	<b>Category</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Total Price</b>
Resident Systems Analyst (9 months)	Period of Performance - August 1, 2014 - April 30, 2015		1	\$ 135,265	\$ 135,265
Resident Systems Analyst (Year 2)	Period of Performance - May 1, 2015 - April 30, 2016		1	\$ 185,764	\$ 185,764
Resident Systems Analyst (Year 3)	Period of Performance - May 1, 2016 - April 30, 2017		1	\$ 191,337	\$ 191,337
<b>Grand Total Exclusive Taxes</b>	Tax Exemption assumed				\$ 512,366
<b>Options:</b>					
Optional pricing for two additional years of services valid through April 30, 2016 (end of Year 2). Intergraph can provide a fixed quote when optional items are selected.					
Optional inPURSUIT RMS RSA Services (two additional years):					
Resident Systems Analyst (Year 4)	Period of Performance - May 1, 2017 - April 30, 2018		1	\$ 200,904	\$ 200,904
Resident Systems Analyst (Year 5)	Period of Performance - May 1, 2018 - April 30, 2019		1	\$ 210,949	\$ 210,949

**Notes:**

1. Sales tax is not included in this quote. Final sales tax billed will reflect the applicable tax rates at time of sale as required by law.