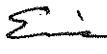HISTORIC
FRANKLIN
TENNESSEE

MEMORANDUM

November 22, 20011

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
            Vernon Gerth, ACA-Community & Economic Development

SUBJECT: idtPlans.com Digital Plan Review Program
            Application Use and Service Agreement - Contract #2011-0162

Purpose

The purpose this memorandum is to provide the Board of Mayor and Aldermen information in consideration of approving a digital plan review program lease agreement between the City of Franklin and idtPlans, LLC in the amount of $15,000.

Background

Traditional plan review processes are often time-consuming, paperwork-intensive, and complicated. Two years ago City staff created a digital plan review application by combining existing Adobe technologies. This home-made application, while having limited-use, has allowed staff and design professionals the opportunity to see the benefits of digital plan review as the program allowed plans and applications to be submitted and processed electronically. Digital plan review technology significantly simplifies the process in several ways. Examples include: reducing the "handling" (distributing and archiving) of multi-page, large documents and reducing paper by not requiring dozens of copies (sets) of plans for various reviewers. Digital plan review allows applicants to prepare and submit applications and plans without leaving their offices, and allows City staff to review and return marked-up drawings and auto-generated review letters electronically.

After researching available digital plan review products, staff has decided to lease the idtplans.com product. idtPlans.com is hosted totally off-site services meaning no hardware, other than our existing desktop computers, is required. idtPlans clients include Cary and Apex, North Carolina, the State of Kansas Dept. of Administration, and Dania Beach, FL.

Financial Impact

The annual lease contract is $15,000 and these funds are included in the current operating budget. It is staff's intention to utilize this digital plan review application for both development plans and building construction drawings. While under the lease, department directors will monitor customer and staff satisfaction and evaluate the program's effectiveness before a determination is made to continuing leasing or purchase of the product.

Recommendation

The City's Departmental Review Team (DRT) recommends approvals of this lease agreement.

Application Use and Service Level Agreement

Between

idt, LLC

and

The City of Franklin Tennessee

For

idtPlans Application Use and Support

COF Contract #2011-0162

Submitted to:
The City of Franklin

Submitted by: idt, LLC.

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Purpose

The purpose of this Use and Support Service Level Agreement (USLA) is to formalize an arrangement between idt, LLC ("idt, LLC" or "idtPlans") and The City of Franklin to deliver specific application use and support services, at specific levels of support, and at an agreed-upon cost. This document is intended to provide details of the provision of application support services to The City of Franklin. This USLA will evolve over time, with additional knowledge of the client requirements, as well as the introduction of new applications and services into the support portfolio provided to The City of Franklin.

Scope of Agreement

In addition to the use of idt's electronic plan review application, the following services are provided in response to the transfer of trouble tickets from The City of Franklin to idt, LLC in accordance with The City of Franklin's case management process.

Services Automatically Provided Under This Agreement

The following services are provided in response to the transfer of trouble tickets for all levels of support from The City of Franklin to idt, LLC:

1. **Corrective maintenance**—Defined as activities associated with root-cause analysis and bug-fix isolation and resolution:

    - **Root-cause analysis**—Analysis of the root causes of problems. Problems will be reviewed to determine their root causes, measures will be taken to correct the sources of the problems, and reports will be prepared and distributed in a timely fashion.

    - **Bug fixes**—Defined as the emergency repair of any system operation that does not comply with the current signed and approved system specification. This includes system errors, "hung" or halted screens, or unexpected results within the system that render it unusable for the purpose for which it was designed.

2. **Ticket status updates**—idtPlans will provide direct input into The City of Franklin's problem tickets from its idtPlans portal location.

Requests for Support Specifically Covered Under This Agreement

The following application-related services are provided under this agreement:

1. **Application monitoring**—Every effort will be made to conduct periodic monitoring of production applications to assess application availability.

2. **Assistance with application usage**—Advice about or education on how to use applications, including completing transactions, creating users within or for an application, or on the purpose of an application.

3. **Assistance with application environment support**—Advice about how to use, maintain, and support application environments, including application development tools, application server software, and databases.

4. **Level 1 and 2 support as defined in Appendix A** —Level 1 (help desk) and level 2 (infrastructure support) shall be provided by idtPlans for each production application to be supported, and they shall perform their assigned duties, such as Web server, authentication software, WebObjects' Monitor, software installation, application installation on production servers, database connections, and database changes, for the duration of this agreement.

5. **Enhancements to production application software**—When an enhancement to an existing production application is required and the level of effort is less than five days. This includes changes to the application

only. Should the volume and timing of enhancements impact the timely resolution of support requests, then idtPlans' support manager shall inform The City of Franklin's support manager and the idtPlans account manager with the intent of assigning enhancement work to another idtPlans resource.

6. **Transition of new or modified applications**—When a new or modified application is ready to be transitioned into support, planning and coordination of the necessary activities between the idtPlans or The City of Franklin development team and the idtPlans support team will be conducted. Other requirements include:

    - Support will commence for a new or modified application 30 days after deployment.
    - The development team is expected to support the new or modified application for the first 30 days after deployment.
    - IdtPlans will have at their disposal the development team or previous support team to provide knowledge transfer for a period of 60 days after deployment.
    - The Support Transition Checklist must be completed by the deployment date (30 days prior to idtPlans taking ownership). Failure to do so will require continued involvement of the development team until such time as all of the required information has been provided.
    - Applications that have outstanding trouble tickets shall remain the responsibility of the development team. If this is not possible, all outstanding tickets shall be identified and USLA resolution targets will not apply. In the case of outstanding severity level 1 or 2 tickets, these will be downgraded to severity 3, and idtPlans will resolve these tickets in a timely manner on a best effort basis.

7. **Preventative maintenance**—For applications considered critical (i.e., a criticality level of high) by The City of Franklin , and when corrective maintenance activities are low, work will be conducted up to the level of effort identified, to analyze and take steps to prevent potential problems.

8. **Level 2 support as defined in Appendix A** —To the extent possible by idtPlans support staff in assisting The City of Franklin with diagnosing problems and working in partnership to their resolution, including configuration changes to Web servers.

9. **Change management**—New or changed processes, practices, or policies that affect the idtPlans support team and that require support team members to understand, learn, and follow.

10. **Status reporting**—Upon Request status reports will be completed by idtPlans support specialists and submitted to The City of Franklin for each production application supported. Status reports will be discussed by the idtPlans support manager with client management to ensure that the client is aware of the support issues and risks faced by the support team.

11. **Knowledge management**—Recording, storing, and retrieval of information to assist in the resolution of problems will be established and maintained. Using this approach, the need for The City of Franklin to transfer problems to idtPlans for level 3 application support **(as defined in Appendix A)** will be reduced, thus saving money and resources, and increasing satisfaction and quality.

Requests for Services NOT Covered Under This Agreement

This agreement does not cover the following requests. However, idt would be pleased to provide a separate statement of work in proposing services to address any of the following:

1. **Evaluation of new software or hardware**—Evaluation or approval of new software or hardware for use within The City of Franklin. This includes systems developed outside of The City of Franklin , such as third-party systems, or systems developed by The City of Franklin.

2. **Procurement of new software or hardware**—Procurement of new software or hardware for use within The City of Franklin , or for use for The City of Franklin at idtPlans. All software required for idtPlan's use to support The City of Franklin's applications will be the responsibility of idt, LLC.

3. **On-call idtPlans support management**—idtPlans' support managers are not required to be on call. If at a later date The City of Franklin requires the support manager to be on call for a specific purpose, or on a longer-term basis, then the idtPlans support managers will be compensated at the standard on-call rate for support staff, and The City of Franklin shall be charged for this service.

4. **Software licensing**—idtPlans will provide software or licensing for software that is specific to an application. The City of Franklin will provide all software and licensing for software that is not specific to an idtPlans application.

5. **Specific training**—The City of Franklin will provide the training, and associated costs, for two idtPlans support staff (a support prime and backup) in software not specific to an idtPlans application prior to transition of a new application to the idtPlans support team.

6. **Upgrades to application software and associated hardware** when an upgrade to an existing system is released. This includes operating system upgrades, database upgrades, authentication software upgrades, and vendor-required upgrades. (Vendor requires The City of Franklin to upgrade in order to maintain vendor support.) This is accomplished at no additional cost to the Client.

7. **Assistance with application usage when unsupported or nonstandard hardware or software is involved**—Use of unsupported or nonstandard hardware or software often results in unexpected behavior of otherwise reliable systems.

8. **Adaptive maintenance**—Defined as activities relating to upgrades or conversions to an application due to new versions of operating environment, including operating system, application server, or database software.

9. **Perfective maintenance**—Defined as activities relating to enhancements, with effort of five days or more, to provide additional functionality to an application.

10. **New development**—Any change in a database or system that involves functionality not within the currently signed and approved release specification, even if the new functionality would seem to be an improvement over the old one.

11. **Modifications to current approved design specification**—Any functionality not specified in the current approved design specification. Changes in The City of Franklin's organization or business needs (such as a reorganization or change in business practice) may make the current specification obsolete. When this occurs, The City of Franklin should initiate a request for enhancement to update the system. It is highly recommended that The City of Franklin manager and idtPlans work closely together to anticipate future needs and prepare timely update of systems to accommodate The City of Franklin's constantly changing business.

12. **Enhancements greater than five days of effort**—Additional services not covered by this support agreement include:

   - New or added interfaces to other systems.
   - Intranet "front ends" to existing systems.
   - Adding new screens or modifications to existing screens.
   - Report generation, if reporting tools exist for application.
   - Addition of data fields.
   - Business rules changes (such as pricing rules changes, distributor alignment, etc.).
   - Deployment of existing applications to new locations (defined as the issuance of more than three accounts to new location, group, or department).
   - On Site Training requests.

Applications Covered

This agreement is for services related to support requests concerning the initial design application.

Changes to Service Level Agreement

Amendment to Agreement

Any amendment to this agreement would require the approval of The City of Franklin and idtPlans representatives authorized to approve such amendment. The amendment of the agreement would take place through the recording of that addendum in Appendix A of this agreement. Any amendments should specifically reference the section or sections to be modified.

There will be an opportunity on a quarterly basis to make adjustments to this USLA. The City of Franklin and idtPlans should work together to make changes at that time.

New Applications

New applications and versions implemented during the term of this agreement will move into The City of Franklin's support model through The City of Franklin's process. The City of Franklin will be responsible for initiating and ensuring completion of the appropriate process. These applications will be incorporated into the inventory of applications supported in Appendix A of the Statement of Work. Changes to the inventory of applications supported will be reviewed on a regular basis, and if need be, changes to the USLA will follow the process described in the Amendment to Agreement section above.

Levels of Effort

Levels of effort (LOE) to address problem tickets will be reviewed and adjusted accordingly for all new applications and versions/enhancements implemented, or applications decommissioned, during the term of this agreement. All changes will be conducted by idtPlans and The City of Franklin representatives, with an addendum made to this agreement.

Renewal of Agreement

This agreement may be renegotiated by The City of Franklin and idtPlans at the end of the term of this contract for the following year. Any renewal shall be authorized by both parties in writing.

Processes and Procedures Related to This Agreement

Call Management Process

The City of Franklin's problem-ticket system will be used by all support team levels (where approval and technical access has been granted) to record and track all problem reports, inquires, or other types of calls received by level 1 support. This provides idtPlans with the ability to provide metrics with regard to this USLA. A special project to track each The City of Franklin application has been created in The City of Franklin's problem-ticket system.

USLA Funding Agreement

Billing for services provided under this agreement will be accomplished through direct billing to The City of Franklin, net 30 days. The specific billing amount for direct support on a per-application basis is itemized in Appendix B.

This support USLA does not include funding for services not covered under this agreement.

Metrics

Metrics Reporting

Regular reporting will be provided from idtPlans on available metrics as related to target performance. These reports are expected to be produced by idtPlans' problem-ticket system, which will detail ticket management performance against USLA targets in The City of Franklin's case management process.

Support Metrics Package

Metrics reporting against the USLA resolution targets identified in The City of Franklin's case management guidelines will focus on the time to resolve tickets by application and severity. This metric will include only the support requests that are transferred to idtPlans for resolution. They will not include support requests that are resolved by other organizations. The metrics will be reported via existing standard problem-ticket system reports as available.

General Terms and Conditions

Term of Agreement

This agreement has an effective date of October 1, 2011 and upon execution of this agreement until September 30, 2012.

Cost

Use of the idtPlans Electronic Plan Review Application including described support and training shall be Fifteen Thousand and No/100 Dollars ($15,000.00) per year. Any additional work beyond the scope defined herein will be billed separately from the base application. Both parties agree to consider whether to adjust or amend this agreement as needed if requested ninety days notice prior to the annual renewal of this agreement.

Price Protection

Idt, LLC agrees to hold the pricing for the use and support of the application for the term indicated by the payment submitted but in no case for longer than three years.

Organizations

This agreement is between idt, LLC and The City of Franklin , as named on the cover of this agreement.

Key Contacts

Key roles and responsibilities are shown in Appendix B of the Statement of Work.

Dependence on Other Organizations

IdtPlans is dependent on other internal groups within The City of Franklin , and external suppliers (integrated applications) in providing application support services to The City of Franklin. The City of Franklin will manage the interface into those suppliers as it relates to the provision of services under this agreement.
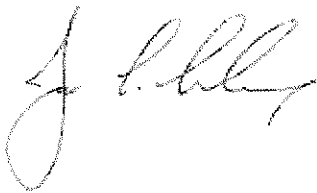
The list of organizations and vendors that idtPlans is dependent on may change during the term of this agreement.

Entire Agreement.

This Agreement, including any other document which this Agreement may accompany, including Appendices A and B, and Addendum No. 1, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. The terms and conditions of this Agreement may not be changed except by an amendment expressly referencing this Agreement and Conditions by section number and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties have executed this Agreement, under seal, the day and year first written below.

For idt, LLC

_____

Jace Coleman, Manager, CTO

For The City of Franklin, Tennessee

_____

Dr. Ken Moore, Mayor

Attest:

_____

Eric Stuckey, City Administrator

Date: _____

Approved as to Form by:

_____

Kristen L. Corn, Staff Attorney

Appendix A

Definitions

Support Request

For the purposes of this agreement, a Support Request is generally defined as a request for support to fix a defect in existing application code or a request for support that involves no modifications to application code, such as a question.

Work Order

For the purposes of this agreement, a Work Order is generally defined as any request to make modifications to the functionality of an existing system or any request to add functionality to an existing system. Such requests are only covered under this agreement if under three hours of effort.

Levels of Support

There are three levels of support provided under this agreement. These levels, which are integrated into the The City of Franklin's support process, are defined as follows:

- **Level 1**—This is support provided by the appropriate help desk when it receives the Support Request from their client. This represents generalist support. If this level of support cannot resolve the problem, the Support Request is passed to idtPlans level 2 support, which is the infrastructure support specialists.

Support Requests are taken by the appropriate level 1 help desk as follows:

Help Desks	Hours	Phone Contact
Gold coverage	24 hours a day, 7 days a week	1-866-319-0990 option 5
Silver coverage	8:00 A.M.-12:00 A.M. ET, Monday through Friday (After hours, leave a voice message for return call the following business day.)	1-866-319-0990 option 3
Bronze coverage	8:00 A.M.-4:30 P.M. ET, Monday through Friday (After hours, leave a voice message for return call the following business day.)	1-866-319-0990 option 3

During critical processing periods, support is extended to 24/7 for agreed-upon periods, critical applications, and critical problems based on specific applications.

- **Level 2**—This is support provided by idtPlans infrastructure support or subject matter specialist. This level of support does not perform code modifications, if required to resolve the problem. Operational issues will be resolved at this level. If resolution requires code modification, the Support Request is passed to idtPlans' level 3 support.

- **Level 3**—This is support provided by an idtPlans application support specialist. This level of support does perform code modifications, if required to resolve the problem.

Severity Codes

The following characteristics are used to identify the severity of a problem report:
- Business and financial exposure
- Work outage
- Number of clients affected
- Workaround

- Acceptable resolution time

It is not necessary (nor is it likely) to have perfect match of each characteristic to categorize a problem report at a particular severity level. A given problem must be judged against each of the characteristics to make an overall assessment of which severity level best describes the problem. The level 1 support agent and The City of Franklin jointly determine the initial severity rating for the report. Level 2 and level 3 support personnel may then negotiate with The City of Franklin to modify this severity after the report is elevated to them.

The characteristics below do not cover work requests. Severity levels for work requests may carry a different set of characteristics and weightings. Work requests with level of effort more than five days are not covered as part of this service level agreement.

Severity 1 (Critical)	Severity 2 (High)	Severity 3 (Medium)	Severity 4 (Low)
Business and financial exposure			
The application failure creates a serious business and financial exposure.	The application failure creates a serious business and financial exposure.	The application failure creates a low business and financial exposure.	The application failure creates a minimal business and financial exposure.
Work Outage			
The application failure causes the client to be unable to work or perform some significant portion of their job.	The application failure causes the client to be unable to work or perform some significant portion of their job.	The application failure causes the client to be unable to perform *some small* portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information.	The application failure causes the client to be unable to perform a *minor* portion of their job, but they are still able to complete most other tasks.
Number of Clients Affected			
The application failure affects a *large* number of clients.	The application failure affects a *large* number of clients.	The application failure affects a *small* number of clients.	The application failure may only affect one or two clients.
Workaround *[This bullet carries the heaviest weighting of the characteristics for Severity 1 and 2.]*			
There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way).	There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way).	There may or may not be an acceptable workaround to the problem.	There is likely an acceptable workaround to the problem.
Response Time			
Within one hour.	Within four hours.	Within eight hours or by next business day (ET).	Within eight hours or by next business day (ET).
Resolution Time			
The maximum acceptable resolution time is 24 continuous hours, after initial response time.	The maximum acceptable resolution time is five business days.	The maximum acceptable resolution time is 30 business days.	The maximum acceptable resolution time is 90 calendar days.

Levels of Service

The service levels offered by idtPlans to The City of Franklin are described below. Exceptions may apply for specific applications and will be documented in an individual application detail section within this agreement. It is

the goal of idtPlans to meet, and even exceed when possible, the levels of services documented in The City of Franklin's case management guidelines. Any variation from the coverage defined below can carry a premium add-on cost to the application requesting variance.

Service Level	Severity 1	Severity 2, 3, 4

24/7	- Requests taken 24/7 by idtPlans level 1
	- Handoff to idtPlans level 2 immediate (warm handoff) within level 2 support coverage hours, otherwise through call reporting system
	- Level 2, 3 coverage—24/7 support for all applications stated in this USLA
		- Requests taken 24/7 by The City of Franklin's level 1
		- Handoff to The City of Franklin's level 2 is through call reporting system idtPlans
		- Call back within one hour in normal support day
		- Level 2, 3 coverage—normal support day
		- Target resolution:
		  Severity 2—five normal support days
		  Severity 3—30 normal support days
		  Severity 4—90 calendar days

Levels of Effort

The service levels offered by idtPlans to The City of Franklin are described attached. For applications considered critical by The City of Franklin , the level of effort will be exercised in full, either through corrective maintenance activities or through preventative maintenance activities. The level of effort for all remaining applications will only be exercised for corrective maintenance activities.

Application Criticality

The criticality of an application determines the support activities to be performed. The client can select a criticality level that best suits their service expectations or budget. These levels can be best described as follows:

Level	Description
High	• Support activities must be performed to at least the level of effort indicated for an application. • Should identified problems consume less than the level of effort, then the balance is taken up with preventative maintenance activities. • Should identified problems consume more than the level of effort, then no preventative maintenance activities will be conducted.
Medium	• Support activities can be performed as required to provide an acceptable level of service. • Should identified problems consume less than the level of effort, then no preventative maintenance activities will be conducted.
Low	• Support activities may be performed as required. • Minimum support activities will be performed.

Appendix B

Roles and Responsibilities

<u>The City of Franklin</u>

The City of Franklin has the following general responsibilities under this agreement:

- The City of Franklin will conduct business in a courteous and professional manner with idt, LLC.
- The City of Franklin users, clients, and/or suppliers using the applications stated in the Statement of Work will use the appropriate help desk to request support.
- The City of Franklin will use their own appropriate help desk to provide level 1 support, including creating problem tickets and work orders and assigning responsibility to the appropriate level 2 idtPlans resource.
- The City of Franklin will use their own appropriate IS group to provide level 2 server, network, firewall, and infrastructure support services, including Web server, authentication software, WebObjects' Monitor, software installation, application installation on production servers, database connections, and database changes.
- The City of Franklin will provide all information required to open a support request.
- The City of Franklin will assign severity codes adhering to the correct usage of these codes as defined in The City of Franklin's case management process.
- Once a support request has been submitted, The City of Franklin will make themselves available to work with the idtPlans support resource assigned to the support request.
- The City of Franklin end users do not contact idtPlans support resources directly to report a problem. All problem calls must be logged through the appropriate help desk.
- The City of Franklin will continue to provide idtPlans access, software, licensing, training, documentation, and support of its problem-ticket system.
- The City of Franklin will provide all of the necessary and requested documentation, information, and knowledge capital to idtPlans prior to the start of support of a new application.

<u>idt, LLC</u>

idtPlans has the following general responsibilities under this agreement:

- idtPlans will conduct business in a courteous and professional manner with The City of Franklin.
- idtPlans will log all information from The City of Franklin required to establish contact information, document the nature of the problem and The City of Franklin's hardware/network environment (as applicable).
- idtPlans will attempt to resolve problems over the phone on first call.
- idtPlans will escalate support request to next level of internal support within idtPlans upon approach of established resolution targets.
- idtPlans will obtain The City of Franklin's approval before ticket closure.
- idtPlans will be the interface on behalf of the client to development and other organizations as appropriate.
- IdtPlans will continue to utilize The City of Franklin's problem-ticket system for updating, tracking, and closing trouble tickets as assigned.

There are several roles deployed within idtPlans that are integral to the provision of support services to The City of Franklin. These roles include the following:

Transition Manager

The idtPlans transition manager works as a point of contact for all activities relating to the transition of a new or modified application from a idtPlans or The City of Franklin development team to idtPlans support team and the decommissioning of supported applications. Reporting to the idtPlans practice manager, he or she is responsible for planning, coordinating, and overseeing the transition of a new application into support. His or her duties include:

- Dedicating 30 percent of level of effort (LOE) during transition phase.
- Liaising with idtPlans and The City of Franklin development team project managers.

- Liaising with idtPlans support managers.
- Ensuring all required documentation, information, and knowledge capital has been prepared, as per transition checklist, and turned over prior to the start of support for a new application.
- Managing all activities relating to transition:
  - Identifying resource requirements, including LOE and technical skills.
  - Identifying all access requirements and tools required.
  - Meeting with The City of Franklin team to set up timeline and develop transition plan.
  - Developing training plan for Support Prime.
  - Negotiating resource assignments with support managers.
- Creating and ensuring currency of Support Applications Repository.

Support Manager

The idtPlans support manager will provide the overall direction of the activities of the support specialists, participate directly in the production of the associated deliverables, and will negotiate with The City of Franklin's support manager regarding the classification of enhancements and the scheduling of tasks. This individual will report to the idtPlans practice manager. His or her duties will include:

- Dedicating 10 percent LOE during transition and support phases.
- Billable services to the client:
  - Ensuring USLA targets are met (coordinating all activities to ensure all tasks are performed in a consistent manner and on schedule).
  - Ensuring all work is performed according to the agreed-upon work methods and standards that are in effect within idtPlans and The City of Franklin's.
  - Acting as point of escalation for issues beyond usual scope (e.g., attending SWAT meetings on application outages, coordination between groups for implementing cross-application solutions, etc.).
  - Participating directly in the production of the associated deliverables.
  - Liaising with client managers (negotiating with client's support managers regarding the classification of enhancements and the scheduling of tasks, and coordinating the presentation of deliverables to The City of Franklin's support manager).
- Nonbillable services to the client:
  - Ensuring support specialists have all required tools to perform their function.
  - Performing resource management and scheduling, including provision of overall direction of the activities of the support specialists.
  - Creating and implementing standard training program for all support resources.
  - Conducting continuous process improvements.
  - Liaising with other idtPlans groups.
  - Assessing the workload for each support request and assigning work to the team member having the appropriate technical knowledge.

Prime Support Specialist

The idtPlans prime support specialists work as a dynamic team of support professionals who provide level 3 application support for critical Web-based business systems. Reporting to the idtPlans practice manager, they are responsible for the timely submission of all deliverables. Their duties include:

- Dedicating 100 percent LOE during transition and support phases.
- Conducting all root-cause analysis and bug fix isolation and resolution activities, and associated documentation for the individual tasks, as assigned by the idtPlans support manager.
- Acting as a point of contact for all application issues (bugs and enhancements).
- For enhancements, determining the potential high-level effort for all changes, and based on that, either passing it on to a developer or completing it themselves (if less than five days total), all bugs are addressed by level 3 support (which may at times consult with a developer).
- Identifying all tasks associated with each support request and deriving estimates for the completion of each task.

- Responsibility for currency of application metadata (i.e., URLs, server info, backup schedules, etc.—all this info to be stored in Support Applications Repository).
- Responsibility for responding to and updating tickets.
- Conducting testing (unit testing to be completed by prime, system/integration/acceptance testing activities should be performed by the backup for all fixes/enhancements developed by the prime).
- Conducting coding and testing to resolve application problems.
- Participating in the acceptance testing and implementation activities.
- Providing knowledge transfer to backup support specialist on regular basis.
- Preparing status reports.

Backup Support Specialist

The idtPlans backup support specialists work as a dynamic team of support professionals who provide level 3 application support for critical Web-based business systems. Reporting to the idtPlans practice manager, they are responsible for the timely submission of all deliverables. Their duties include:

- Dedicating 25 percent LOE during transition and support phases.
- Performing basic support activities (i.e., shutdown/startup, data management activities, etc.).
- Participating in bug fixes/enhancements up to the 25 percent LOE to keep up to date on application (if client agrees to maximum utilization on the LOE).

Tech Lead

The idtPlans tech lead works as a point of contact on all technical issues for support specialists, who provide level 3 application support for critical Web-based business systems. Reporting to the idtPlans practice manager, he or she is responsible for assisting, coaching, and mentoring support specialists in the timely submission of all deliverables. His or her duties include:

- Dedicating 10 percent LOE during support phase.
- Providing advice and assistance to prime support specialists on complicated fixes or unusual types of support requests (e.g., Web server config).

Pricing Matrix
- On Site Training - $275.00/hr....5 hour minimum.
- Customized Programming - $175.00/hr.

Our pricing includes all training, support and version upgrades as they are released. Only customized programming to suit any unique needs would be an added cost and would be estimated on an itemized basis.

Addendum No. 1

This addendum shall modify and supersede the attached contract titled **Application Use and Service Level Agreement** (the "Agreement") and entered into on the ___ day of _____, 2011, by the City of Franklin, Tennessee and idt, LLC ("Vendor") and together with same shall constitute the entire agreement ("Contract"). Acceptance of payment as stated in the Contract constitutes Vendor's acceptance of all terms and conditions stated herein.

Standard Terms and Conditions

1. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Contract.

2. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.

3. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.

4. Warranties/Limitation of Liability/Waiver. The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.

5. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.

6. No Taxes, No Interest Payments. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. The City shall supply Vendor with its Sales and Use Tax Exemption Certificate upon Vendor's

request. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred. The City does not agree to pay any interest for late payments, having agreed to pay in a timely manner.

7. <u>Licensed users/"seats".</u> If and whenever the Contract defines or refers to "licensed users" such shall be read to allow installation of the program to allow efficient dissemination of the licensed program, such as disk mastering and other methods of mass installation, without exceeding the licensed number of seats.

8. <u>Travel; expenses.</u> The City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope of Work, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

9. <u>Notices.</u> Any notice provided pursuant to the Contract, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which the Agreement or this Addendum may accompany, or such other address as either party may in the future specify in writing to the other):

| In the case of the City: | In the case of Vendor: |

City of Franklin
Attn: _____
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305
E-mail: _____

10. <u>Waiver.</u> Neither party's failure or delay to exercise any of its rights or powers under the Contract will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power. Vendor agrees to waive any convenience fee for the use of payment by purchasing card.

11. <u>Indemnification.</u> Vendor agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Vendor's negligent act, error or omission in the performance of the services of this Contract. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Vendor and City, they shall be borne by each party in proportion to its own negligence. The terms and conditions of this paragraph shall survive completion of this Contract.

Addendum No. 1

12. <u>Default.</u> If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.

13. <u>Severability.</u> If any term or provision of the Contract is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Contract will not be affected.

14. <u>Precedence.</u> In the event of conflict between this Addendum and the provisions of the Agreement, or any other contract, agreement or other document to which the Agreement or this Addendum may accompany or incorporate by reference, the provisions of this Addendum will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Addendum.

15. <u>Entire Agreement.</u> This Addendum, including any contract, agreement or other document which this Addendum may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Addendum. The terms and conditions of this Addendum may not be changed except by an amendment expressly referencing this Addendum by section number and signed by an authorized representative of each party.

16. <u>Additions/Modifications.</u> If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

17. <u>Applicable Law; Choice of Forum/Venue.</u> The Contract constitutes the entire agreement and is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, Tennessee.

Addendum No. 1

18. <u>Breach</u>. Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

19. <u>Termination.</u> The City reserves the right to terminate the Contract with fourteen (14) days notice, with or without cause. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree. In the event the City terminates the Contract due to incompatibility of software or inability for software to function, the vendor shall refund the City all monies paid by City. Under these circumstances, vendor shall be given thirty (30) days to cure.

20. <u>Survival</u>. This Addendum shall survive the completion of or any termination of the Contract, agreement or other document to which it may accompany or incorporate by reference.