

TUESDAY, APRIL 28, 2015
CITY COUNCIL REVISED AGENDA
6:00 PM

- I. Call to Order.
- II. Pledge of Allegiance/Invocation (Councilman Smith).
- III. Minute Approval.
- IV. Special Presentation.

Acknowledgement of "Workers' Memorial Day"
Introduced by Chairwoman Carol Berz

- V. Ordinances – Final Reading:

PLANNING

- a. [2015-038 Gabe Thomas of Collier Construction and Tammy Development Company, LLC \(M-1 Manufacturing Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone and UGC Urban General Commercial Zone\). An ordinance to amend Chattanooga City Code, Part II, Chapter 38, Zoning Ordinance, so as to rezone property located at 3100 Saint Elmo Avenue, more particularly described herein, from M-1 Manufacturing Zone to R-T/Z Residential Townhouse/Zero Lot Line Zone and UGC Urban General Commercial Zone, subject to certain conditions. \(District 7\) \(Recommended for approval by Planning and Staff\) \(Revised\)](#)

- VI. Ordinances – First Reading:

PUBLIC WORKS AND TRANSPORTATION

Transportation

- a. [An ordinance to amend Chattanooga City Code, Part II, Chapter 35, Article IV, Section 35-171 relative to Vehicles for Hire. \(Revised\)](#)

- VII. Resolutions:

FIRE

- a. [A resolution accepting the donation of four \(4\) Life Corporation oxygen packs from BASF Corporation valued at \\$1,684.00.](#)

GENERAL SERVICES

- b. [A resolution authorizing the Mayor to execute deeds conveying one hundred eleven \(111\) certain or certain combination of parcels to the approved highest bidders on jointly owned properties of the City of Chattanooga and Hamilton County as acquired through previous delinquent tax sales.](#)

PUBLIC WORKS AND TRANSPORTATION

Transportation

- c. [A resolution authorizing St. John's Hotel c/o Thomas Johnson to use temporarily the right-of-way located along King Street approximately one hundred fifty \(150\) feet north northeast from the intersection of Market and King Streets for installation of a 1,500 gallon grease trap as required by City to comply with EPA's Fats, Oils and Grease \(FOG\) Management and Control Program, as shown on the maps attached hereto and made a part hereof by reference, subject to certain conditions. \(District 8\)](#)

VIII. Departmental Reports:

- a) Police.
- b) Fire.
- c) Economic and Community Development.
- d) Youth and Family Development.
- e) Transportation.
- f) Public Works.
- g) Finance.

IX. Other Business.

- a) City Attorney Report

X. Committee Reports.

XI. Agenda Session for Tuesday, May 5, 2015.

XII. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.

XIII. Adjournment.

TUESDAY, MAY 5, 2015
CITY COUNCIL AGENDA
6:00 PM

1. Call to Order.
2. Pledge of Allegiance/Invocation (Councilman Grohn).
3. Minute Approval.
4. Special Presentation.

Presentation to Officer Nathan Rogers
By Chief of Staff David Roddy

5. Ordinances – Final Reading:

PUBLIC WORKS AND TRANSPORTATION

Transportation

- a. [An ordinance to amend Chattanooga City Code, Part II, Chapter 35, Article IV, Section 35-171 relative to Vehicles for Hire.](#)
6. Ordinances – First Reading:

PUBLIC WORKS AND TRANSPORTATION

Public Works

- a. [MR-2015-037 The Palms on Concord, LLC c/o Emerson Russell \(Abandonment\). An ordinance closing and abandoning a sanitary sewer easement located at 6757 Palms Court, subject to relocation of the sanitary sewer. \(Recommended for approval by Public Works\) \(District 4\)](#)
7. Resolutions:

ECONOMIC AND COMMUNITY DEVELOPMENT

- a. [A resolution approving the acceptance and distribution of Fiscal Year 2015-2016 Community Development Block Grant \(CDBG\), HOME Investment Partnership Act Funds \(HOME\), and Emergency Solutions Grant \(ESG\) from the U.S. Department of Housing and Urban Development \(HUD\), and Program Income, all totaling approximately \\$2,765,490.00, as shown more fully hereinbelow \(Deferred from 4/28/2015\)](#)
- b. [A resolution approving the City of Chattanooga's five year Community Development Consolidated Plan for 2015-2019. \(Deferred from 4/28/2015\)](#)

- c. [A resolution to make certain findings relating to the Heritage-Maclellan Apartments, LLC Project, to delegate certain authority to the Health, Educational, and Housing Facility Board, and to authorize the Mayor to enter into and execute an Agreement for Payments in Lieu of Ad Valorem Taxes.](#)

GENERAL SERVICES

- d. [A resolution authorizing the acceptance of a donation and transfer of ownership of a stand-by electrical generator from Loudon County Government for use at the Tennessee Valley Regional Communications System Radio Repeater Site in Centerville, Tennessee, with a stated value of \\$28,500.35.](#)

IT

- e. [A resolution authorizing a Change Order concerning the contract with CDW-G \(Computer Data Warehouse-Government\), for the provisioning of technology items within the entirety of the CDW-G catalog as it relates to hardware, software, maintenance, and support services, for a contract increase in the amount of \\$1 million and for a total amount not to exceed \\$2.5 million.](#)

PUBLIC WORKS AND TRANSPORTATION

Public Works

- f. [A resolution authorizing the approval of Change Order No. 1 \(Final\) for Porter Roofing Contractors, Inc. relative to Contract No. R-14-004-202, Roof Replacement for Greenway Farmhouse, for an increased amount of \\$2,185.00, for a revised contract amount not to exceed \\$26,860.50, and to release the remaining contingency amount of \\$315.00. \(District 3\)](#)
- g. [A resolution authorizing payment to Chattanooga Adventure, LLC for a permanent sanitary sewer easement and temporary construction easement relative to Contract No. W-11-005-502, I-124/US27 Sanitary Sewer Relocation Project for Tract No. 2, property located at Tax Map No. 145C-B-001.01, for an amount not to exceed \\$25,175.00. \(District 7\)](#)
- h. [A resolution authorizing the Administrator for the Department of Public Works to award Contract No. W-11-005-201, I-124/US27 Sewer Relocation to Thomas Brothers Construction Company, Inc., in the amount of \\$737,192.00, with a contingency amount of \\$36,860.00, for an amount not to exceed \\$774,052.00. \(District 7\)](#)
- i. [A resolution authorizing the Administrator for the Department of Public Works to apply for, and if awarded, accept a grant from the Tennessee Department of Environment and Conservation for the collection of household hazardous waste, in the amount of \\$42,500.00.](#)
- j. [A resolution authorizing the Mayor to execute an agreement with Hamilton County relative to the Courts Community Service Program for Fiscal Year 2015-2016, for an amount not to exceed \\$60,000.00.](#)

YOUTH AND FAMILY DEVELOPMENT

- k. A resolution authorizing the Administrator for the Department of Youth and Family Development to enter into a Rental Agreement with the McCallie/GPS Aquatic Club for use of the facility and Warner Park Swimming Pool, for the period of May 18, 2015 through August 28, 2015, between the hours of 6:30 a.m. and 9:30 a.m., Monday through Saturday, for a total contract rental fee in the amount of \$2,500.00. (District 8)
 - l. A resolution authorizing the Administrator for the Department of Youth and Family Development to execute a contract with Signal Centers for the Baby University Program for a twelve (12) month term with the option to renew for two (2) additional twelve (12) month periods, for an estimated annual amount of \$250,000.00. (Deferred from 4/14/2015) (Revised)
8. Departmental Reports:
 - a) Police.
 - b) Fire.
 - c) Economic and Community Development.
 - d) Youth and Family Development.
 - e) Transportation.
 - f) Public Works.
 - g) Finance.
 9. Other Business.
 10. Committee Reports.
 11. Agenda Session for Tuesday, May 12, 2015.
 12. Recognition of Persons Wishing to Address the Council on Non-Agenda Matters.
 13. Adjournment.

Proposed City Council Purchases 04-28-15

DEPARTMENT REQUISITION NO.	ITEM DESCRIPTION	BIDS REQUESTED	BIDS RETURNED	LOWEST/BEST BIDDER	COST	FUND NAME	NOTES
R76619 General Services	Increase of Authorized Expenditure for Police Car Decals.			Adams Motorsport & Graphics	Estimated \$54,000 Annually	Municipal Garage	Increase of Authorized Expenditure for Police Car Decals from \$25,000 to \$54,000 per the needs of General Services.
R514931 Police	Blanket Contract Renewal for Police Ammunition.	12	6	Gulf State Distributors	Estimated \$60,000 Annually	General Fund	Blanket Contract Renewal for Police Ammunition. There were 12 direct bid solicitations and we received 6 responses in the publically advertised bid proceedings. Gulf State Distributors. was the lowest responsible bidder that met specifications.

Proposed City Council Purchases 04-28-15

R113609, R113612, R113613 Police	Service Agreement for IBM i2 COPLINK Unit Migration, Project Management & Support			IBM Software Group	\$48,363	General Fund	Service Agreement for IBM i2 COPLINK Unit Migration, Project Management & Support. TCA 6-56-304.2 allows this single source purchase exempted from the usual advertising and bidding requirements.
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City of Chattanooga

Mayor Andy Berke

April 20, 2015

Mr. Cary Bohannon
Director of General Services
General Services Department
274 East 10th Street
Chattanooga, TN 37402

**Subject: R76619 / Blanket PO No. 521933 – Police Car Decals – Fleet Management –
General Services Department**

Dear Mr. Bohannon:

Council approval is recommended to issue Change Order 2 for Blanket PO No. 521933 to Adams Motorsport & Graphics. The change order will increase the estimated annual expenditure amount from \$25,000.00 to \$54,000.00, due to estimating less for future Police Car Decal changes and purchase of new Sedans and SUV's.

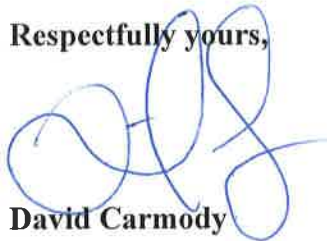
This contract change with Fleet Management increases the total contract by \$29,000.00 and is necessary for the above reasons.

Original Contract (Council approval July 23, 2013)	\$ 10,000.00
Contract Renewal No. 1 (Council approved January 7, 2014)	\$ 15,000.00
Change Order 2 Increase Amount	\$ 29,000.00
New Annual Expenditure Amount	\$ 54,000.00

**Police Car Decals
Page 2**

I recommend issuing Change Order 2 to increase the present contract amount by \$29,000.00. Fleet Management has requested and approved this change.

Respectfully yours,

A handwritten signature in blue ink, appearing to read 'DC', with several loops and flourishes.

**David Carmody
Purchasing Manager**

DC/mlm



City of Chattanooga

Mayor Andy Berke

April 17th, 2015

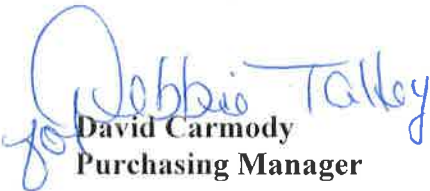
**Chief Fred Fletcher
Administrator
Police Department
3410 Amnicola Highway
Chattanooga, TN 37406**

**Subject: PO 514931/Requisition 55319– Renewal of Police Ammunition –Police
Department – Organization H00603**

Dear Chief Fletcher:

Council approval is recommended to renew an annual blanket contract for Police Ammunition. The renewed contract term with Gulf States Distributors will be for twelve (12) months, expiring on May 15th, 2016. Annual contract usage is estimated at \$60,000.

Respectfully,


**David Carmody
Purchasing Manager**

DC/bw



City of Chattanooga

Mayor Andy Berke

April 21, 2015

Chief Fred Fletcher
Administrator
Police Department
3410 Amnicola Highway
Chattanooga, TN 37406

Subject: Requisitions 113609, 113612, and 113613 – IBM i2 COPLINK Unit Migration, Project Management, and Support – Police Department

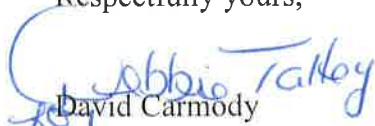
Dear Chief Fletcher:

Council approval is recommended to issue an agreement for IBM i2 COPLINK Unit Migration, Project Management, and Support. The proposed service agreement is with IBM Software Group for the Police Department. The agreement term is for twelve (12) months, ending December 31, 2015.

This sole source purchase from IBM Software Group will be in the amount of \$48,363.00. The quote from the vendor and the memorandum of justification are attached for your review. COPLINK services are provided solely by IBM, with no third-party vendors authorized to provide these services.

TCA 6-56-304.2 allows this single source purchase exempted from the usual advertising and bidding requirements.

Respectfully yours,


David Carmody
Purchasing Manager

DC/sl

Attachments



1 New Orchard Road
Armonk, New York 10504

March 31, 2015

City of Chattanooga
101 E. 11th Street
Chattanooga, TN 37402

Attn: Bree White
City of Chattanooga Government

RE: Sole Source Justification

Dear Ms. White:

IBM offers the following information to clarify the sole source status of the i2 COPLINK software, services, maintenance, and support.

All components of COPLINK products are developed, enhanced and maintained by IBM. No third party vendor, developer or other entity is authorized to develop new product features, provide services, or provide maintenance and support to these products. IBM is the Sole Source provider for any upgrades, captive replacement parts, components, maintenance service and warranties for this software. COPLINK services are provided solely by IBM, with no third-party vendors authorized to provide these services.

IBM is the publisher, holder of all copyrights, and holder of sole source for the software, maintenance and support listed below.

Products and Services

COPLINK Solution Suite
COPLINK Training Services

COPLINK Integration Services
COPLINK Maintenance and Support
Services

Unique Features

The following are a few of the features that are unique to the COPLINK Products and Services:

1. A consolidated data warehouse that gathers information from disparate data sources.
2. A proprietary migration process that uses artificial-intelligence based algorithms to consolidate like objects in disparate data sources.
3. A variety of refresh mechanisms that maintain data currency.

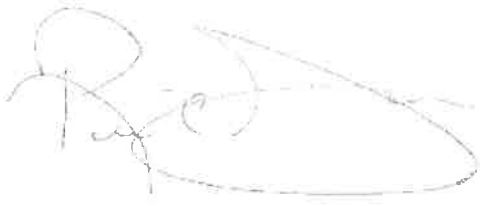
4. The ability to connect to disparate sources and retrieve data without the need for a data warehouse (optional).
5. The ability to consolidate data from disparate sources "on-the-fly" to eliminate duplication and provide associations and links (optional).
6. The ability to search across multiple disparate data sources using a single query.
7. The ability to display query results in a single results set.
8. A thin-client architecture that allows for simple and easy program updates.
9. Native ability to search other COPLINK data warehouses, operating anywhere in North America.
10. Artificial Intelligence based tactical lead generation tools (Patent pending).
11. A visual link analysis display.
12. The ability to find associations between two entities.
13. The ability to find associations between known facts and unknown entities.
14. An Automatic notification program that allows investigators to "set and forget" a query. The investigator is notified when new results appear in the system.
15. A collaboration program that allows users to optionally share queries and receive notification when another user runs a similar query.
16. A GIS-based mapping and incident tool that provides crime and spatial/temporal analysis functions using the consolidated data warehouse.
17. The ability to display video picture images (mug shots) of suspects based only on their physical descriptors.
18. The ability to submit information from COPLINK to N-DEx using the proprietary COPLINK NDEx migration engine.
19. The ability to enter criminal intelligence information into a segmented COPLINK database and retain the ability for persons with a right to know and need to know to conduct consolidated queries between the CI and criminal history data.
20. The ability to automatically generate and forward a suspicious activity report based on pre-defined thresholds and parameters.
21. The ability to view data in COPLINK using the CompStat Analyzer to examine the data in variety of ways.
22. The ability to integrate a dashboard component for real-time alerting, based on geographic area, incident types, and predetermined thresholds.
23. The ability to produce an automated suspicious activity report. COPLINK uses algorithms to identify patterns matching user-established criteria in a specified geographic area, and automatically sends alerts to a designated user for review.
24. Ability to integrate with IBM i2 Analyst's Notebook, a leading terrorism threat assessment application, to expand the use of data contained in the COPLINK data warehouse.

Conclusion

IBM is pleased to present City of Chattanooga Government with information describing our sole source justifications as well as our product and service capabilities.

Please do not hesitate to contact Robert Fund, i2 COPLINK Product Manager at (520) 799-4122, should you have any questions or require additional information.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Griffin', with a large, sweeping flourish extending to the right.

Robert Griffin
IBM Software Group, Industry Products
Vice President for i2/IBM



March 31, 2015

City of Chattanooga Police Department
3410 Amnicola Hwy
Chattanooga, TN 37402

Dear Ms. White,

This letter is being sent to inform you that software products manufactured by IBM Corporation are proprietary and developed exclusively by IBM Corporation. IBM Corporation is the sole provider of software subscription and support services for IBM software products.

Regards,

A handwritten signature in cursive script, appearing to read "Kenneth M. Robinson".

Kenneth M. Robinson
IBM Software Subscription and Support Rep



Preferences Help Close Window

Purchase Requisition 113609 for Allison, Patricia (19,962.08 USD)

[Approve](#) [Reject](#) [Send to IS](#) [Reassign](#) [More Information Request](#)

From **Allison, Patricia**
 To **Purchase Approval Pool**
 Sent **22-Apr-2015 16:19:58**
 Due **29-Apr-2015 16:19:58**
 ID **1160827**

Description **IBM i2 COPLINK Active Agent Premium User Value Unit Migration from Legacy i2 Acquisition Trade Up License plus SW Subscription & Support 12 Months - D0S7NLL - 1/1/2015 - 12/31/15**
 Requisition Total **19,962.08 USD**
 Estimated Tax **0.00 USD**
 Attachments [img005.pdf](#)

Requisition Lines

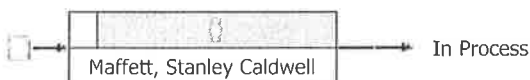
Line	Description	Supplier	Cost Center	Unit	Quantity	Price (USD)	Amount (USD)
1	IBM i2 COPLINK Active Agent Premium User Value Unit Migration from Legacy i2 Acquisition Trade Up License plus SW Subscription & Support 12 Months - D0S7NLL - 1/1/2015 - 12/31/15	International Business Machines Corp	H00101	Each	328	6.03	1,977.84
2	IBM i2 COPLINK Incident Analyzer Premium User Value Unit Migration from Legacy i2 Acquisition Trade Up License plus SW Subscription & Support 12 Months - D0S7TLL - 1/1/15 - 12/31/15	International Business Machines Corp	H00101	Each	328	9.07	2,974.96
3	IBM i2 COPLINK Premium User Value Unit Migration from Legacy i2 Acquisition Trade Up License plus SW Subscription & Support 12 Months - D0S7MLL - 1/1/15 - 12/31/15	International Business Machines Corp	H00101	Each	328	38.51	12,631.28
4	IBM i2 COPLINK Visualizer Premium User Value Unit Migration from Legacy i2 Acquisition Trade Up License plus SW Subscription & Support 12 Months - D0S7VLL - 1/1/15 - 12/31/15	International Business Machines Corp	H00101	Each	328	7.25	2,378.00

This Requisition requires Purchasing Approval or Rejection.

APPROVAL of this requisition will forward it to the next approval level.

REJECTION of this requisition will return it to the requestor with a rejection notification.

Approval Sequence



Num	Name	Action	Action Date	Note
1	Allison, Patricia D	Submitted	20-Apr-2015 13:39:30	
2	Lea, Sharon Marie	Approved	20-Apr-2015 13:53:45	Criminal research by CPD - IBM's calculations off by \$0.92
3	Ramsey, Daniel A	Approved	20-Apr-2015 14:37:38	
4	Maffett, Stanley Caldwell	Approved	20-Apr-2015 14:40:43	Criminal research by CPD - IBM's calculations off by \$0.92
5	Messer, Derek Brent (Brent)	Approved	21-Apr-2015 08:56:31	
6	Creel, Christy Victoria	Approved	22-Apr-2015 16:19:58	Criminal research by CPD - IBM's calculations off by \$0.92

Related Applications

- [Edit Requisition](#)
- [View Requisition Details](#)
- [Open Document](#)

Response

Note Criminal research by CPD - IBM's calculations off by \$0.92

[Return to Worklist](#)



Preferences Help Close Window

Worklist >

10K Validation Approval : Purchase Requisition 113609 for Allison, Patricia (19,962.08 USD)- NIGP Code: 920-45-20

[Approve](#) [Reject](#) [Reassign](#) [More Information Request](#)

From **Allison, Patricia**
 To **10K Excess Notification**
 Sent **20-Apr-2015 13:39:30**
 Due **27-Apr-2015 13:39:30**
 ID **1158842**

Description **IBM i2 COPLINK Active Agent Premium User Value Unit Migration from Legacy i2 Acquisition Trade Up License plus SW Subscription & Support 12 Months - D0S7NLL - 1/1/2015 - 12/31/15**
 Requisition Total **19,962.08 USD**
 Estimated Tax **0.00 USD**
 Attachments [img005.pdf](#)

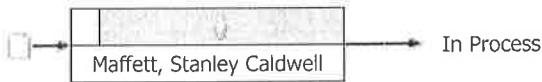
This Requisition will cause the total purchase of this commodity to exceed \$10,000 for the previous 12 months.

NOTE: If you want the Requestor to enter a requisition for a Blanket Agreement for this commodity, reject this requisition.

APPROVAL of this requisition will forward it to the next approver without a Blanket Agreement.

REJECTION of this requisition will return it to the requestor with a notification to create a requisition for a Blanket Agreement.

Approval Sequence



Num	Name	Action	Action Date	Note
1	Allison, Patricia D	Submitted	20-Apr-2015 13:39:30	

Related Applications

[Open Document](#)

Response

Note Criminal research by CPD - IBM's calculations off by \$0.92

[Return to Worklist](#)

Display next notification after my response

[Approve](#) [Reject](#) [Reassign](#) [More Information Request](#)

[Privacy Statement](#)

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International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600



Migration to Passport Advantage Quote

Quotation Number: 16609807
 IBM Contact: Kenneth M. Robinson
 Phone Number: 1-720-349-0218

Quote Effective Date: 24-Sep-2014
 Quote Expiration Date: 31-Dec-2014

Passport Advantage Site Number: 3461636
 Quotation SVP Level: GV

Customer:
 Attn: Steve Faulkner
 City Of Chattanooga
 3410 Amnicola Hwy
 Police Dept
 CHATTANOOGA TN 37402
 UNITED STATES

Payer: 3461636
 City Of Chattanooga
 3410 Amnicola Hwy
 Police Dept
 CHATTANOOGA TN 37402
 UNITED STATES

Item	Part Number	Quantity	Points	Unit SVP Price	Discounted Price	Extended Amount
IBM i2 COPLINK Active Agent Premium User Value Unit Migration from Legacy i2 Acquisition Trade Up License + SW Subscription & Support 12 Months 001 D0S7NLL 328 29.52 15.98 6.03 1,978.76 01-Jan-2015 - 31-Dec-2015						
IBM i2 COPLINK Incident Analyzer Premium User Value Unit Migration from Legacy i2 Acquisition Trade Up License + SW Subscription & Support 12 Months 002 D0S7TLL 328 45.92 24.01 9.07 2,974.96 01-Jan-2015 - 31-Dec-2015						
IBM i2 COPLINK Premium User Value Unit Migration from Legacy i2 Acquisition Trade Up License + SW Subscription & Support 12 Months 003 D0S7MLL 328 193.52 102.00 38.51 12,631.28 01-Jan-2015 - 31-Dec-2015						
IBM i2 COPLINK Visualizer Premium User Value Unit Migration from Legacy i2 Acquisition Trade Up License + SW Subscription & Support 12 Months 004 D0S7VLL 328 36.08 19.21 7.25 2,378.00 01-Jan-2015 - 31-Dec-2015						

Useful/Important Web resources

Passport Advantage information, customer secure site access, training, etc.: ibm.com/software/passportadvantage
 IBM's International Program License Agreement and product License Information documents: ibm.com/software/sla
 IBM Software Support Web site: ibm.com/software/support

IBM Customer Number 1784736

International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600



Item	Part Number	Quantity	Points	Unit SVP Price	Discounted Price	Extended Amount
Applicable tax will be recalculated at the time of order processing.						
Total Points: 305.04				Subtotal in USD:		19,963.00
				Total in USD:		19,963.00
<p>Your order is governed by and subject to the terms of your Passport Advantage Agreement or the Passport Advantage Express Agreement, as applicable, against which this transaction will be placed.</p>						

Useful/Important Web resources:

Passport Advantage information, customer secure site access, training, etc : ibm.com/software/passportadvantage

IBM's International Program License Agreement and product License Information documents: ibm.com/software/sla

IBM Software Support Web site: ibm.com/software/support

IBM Customer Number 1784736

International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600



IBM Software Quotation

24-Sep-2014

Attn: Steve Faulkner
City Of Chattanooga
3410 Amnicola Hwy
Police Dept
CHATTANOOGA TN 37402
UNITED STATES

Passport Advantage Agreement Number:
IBM Customer Number: 1784736
Relationship SVP Level:

Passport Advantage Site Number: 3461636
Quotation SVP Level: GV

Dear Customer:

Thank you for your inquiry regarding IBM Software.

Any and all prices herein are suggested prices only and are subject to change at IBM's sole discretion. Products listed herein are subject to withdrawal or modification by IBM at any time at IBM's sole discretion. Final coverage dates for new license, Software Subscription and Support reinstatement, and Software Subscription and Support renewal part numbers will be based upon IBM's acceptance of the order, and as specified in the applicable agreements, irrespective of the dates which may appear in this quote.

This quotation is valid from 24-Sep-2014 and will expire on 31-Dec-2014.

Your order will be governed by and is subject to the terms of your Passport Advantage Agreement or the Passport Advantage Express Agreement, as applicable, against which this transaction will be placed.

If you need assistance with placing your order or wish to discuss your quotation, please contact the IBM Representative noted below.

Yours sincerely,

Kenneth M. Robinson
Phone Number: 1-720-349-0218
Fax Number: 1-845-491-7348
E-mail Address: kenneth.robinson@us.ibm.com

Acquisition Entitlement to Passport Advantage License Migration Request

Purpose of this document

This Acquisition Entitlement to Passport Advantage License Migration Request ("Request") is for use when migrating a Customer's license and Software Subscription and Support (or equivalent) entitlements for software products previously licensed to them by an IBM-acquired company (detailed in Table 1) from their current Site (the "source Site") to a Passport Advantage (PA) or Passport Advantage Express (PAE) Site (the "target Site"), where both source and target Sites are within the Customer's Enterprise. This migration can occur with or without a sales transaction.

Capitalized terms used but not defined in this Request have the meaning given to them in the Agreement (either International Passport Advantage Agreement or the International Passport Advantage Express Agreement).

Please select ONE of the following three options and complete the Request as indicated:

- A** Migration of entitlements to an already-existing and active PA/PAE Site

Enter PA Agreement and Site number, or PAE Site number: _____

- B** Migration of entitlements to a NEW PA Agreement

Note: The completed applicable PA Enrollment Form must be attached to this Request when selecting this option, or an online enrollment for a new **Originating Site** completed and the resulting Agreement and Site numbers entered here: 3461636

- C** Migration of entitlements to a NEW PA/PAE Site

If a new **PA Additional Site** is to be created under an existing PA Agreement to receive the migrated entitlements, the applicable completed PA Enrollment Form must also be attached to this Request or an online enrollment for a new **PA Additional Site** completed and the resulting Agreement and Site numbers entered here: _____. If a new **PAE Site** is to be created to receive the migrated entitlements, contact and other Customer data will be copied from the existing non-PA/PAE Site unless otherwise communicated to IBM by the Customer.

By completing, submitting, and signing this Request,

- a. the person signing this Request on behalf of Customer represents that he or she has full authority to do so,
- b. Customer agrees to the terms of migration as set out in this document,
- c. Customer agrees that it is responsible for, and will pay, any duty, taxes, levy, or other fees (including withholding taxes, fees, customs or other duties) which may be imposed by any authority for the import and export of any such software licenses and Software Subscription and Support. This excludes those taxes based on IBM's net income,
- d. Customer agrees that all licenses and other entitlements migrated to the target Site are subject to the Passport Advantage or Passport Advantage Express terms (as applicable) of the target Site. If it is currently in effect (i.e., not lapsed), Software Subscription and Support (or equivalent) coverage

dates for the migrated entitlements will remain as they were at the source Site as of the date of execution of this request.

- e. IBM and Customer agree that when option B is selected, the following three (3) paragraphs amend the Customer's Agreement as described:

Section 1.3, "Definitions". Change the definition of "Anniversary" to read "Anniversary - the first day of _____." <Enter month only, e.g. December>

Section 1.3, "Definitions". Change the definition of "Effective Date" to read: "Effective Date – _____." <Enter full date, e.g. 10 January, 2011>

Section 1.8 RSVP Level". Replace the first sentence of the first paragraph with the following: "The initial RSVP Level shall be BL."

- f. Customer and IBM agree that Customer's current license and S&S (or equivalent) entitlements include the items listed in Table 1 that are the subject of this Request.
- g. Customer agrees to relinquish its rights to all entitlements as set forth in Table 1 and IBM agrees to authorize Customer to use the IBM programs listed in Exhibit A, Table 2 up to the quantities specified.
- h. Any payments outstanding from agreements between Customer and IBM and/or its acquired companies remain payable.

Table 1

Programs for which migration is requested:

S&S Number	Program Description	Quantity
E0DMVLL	IBM i2 COPLINK Active Agent Premium User Value Unit Annual SW Subscription & Support Renewal 12 Months	328
E0DMXLL	IBM i2 COPLINK Incident Analyzer Premium User Value Unit Annual SW Subscription & Support Renewal 12 Months	328
E0DMWLL	IBM i2 COPLINK Premium User Value Unit Annual SW Subscription & Support Renewal 12 Months	328
E0DNNLL	IBM i2 COPLINK Visualizer Premium User Value Unit Annual SW Subscription & Support Renewal 12 Months	328

Table 2

Resulting IBM Program entitlements after migration is complete:

S&S Number	Program Description	Quantity	Start Date	End Date
D0S7NLL	IBM i2 COPLINK Active Agent Premium - Trade up	328	1/1/2015	12/31/2015
D0S7TLL	IBM i2 COPLINK Incident Analyzer Premium - Trade up	328	1/1/2015	12/31/2015
D0S7MLL	IBM i2 COPLINK Premium - Trade Up	328	1/1/2015	12/31/2015
D0S7VLL	IBM i2 COPLINK Visualizer Premium - Trade up	328	1/1/2015	12/31/2015

This Request and the Agreement is the complete agreement regarding the migration of Customer's licenses and Software Subscription and Support (or equivalent) entitlements for software products previously licensed to them by an IBM-acquired company (detailed in Table 1) from their current Site (the "source Site") to a new Passport Advantage (PA) or Passport Advantage Express (PAE) Site (the "target Site), where both source and target Sites are within the Customer's Enterprise. This Request replaces any prior oral or written communications, representations, undertakings, warranties, promises, covenants, and commitments between Customer and IBM regarding this migration. In agreeing to the terms of this Request or those of the Agreement, including any of its Attachments or Transaction Documents, neither party is relying on any representation that is not specified in this Request or in the Agreement. Additional or different terms in any written communication from Customer (such as a purchase order) are void.

If there is a conflict among the terms of the various documents, the terms of this Request prevail over the terms of the Agreement or any of its applicable Attachments or Transaction Documents.

Customer accepts the terms of this Request by signing it by hand or, where recognized by law, electronically. Once signed, i) any reproduction of this Request made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original and ii) all licenses and Software Subscription and Support (or equivalent) entitlements specified in it are subject to it.

Agreed to:

CITY OF CHATTANOOGA

By *Fred Fletcher* 2643 4-6-2015
Customer Authorized signature

Name (type or print): *Fred Fletcher, Police Chief City of Chattanooga*

Date: *4-6-2015*

Agreement number / Site number(s): 3461636

IBM Customer number: 1784736

Customer address: _____



Preferences Help Close Window

Purchase Requisition 113612 for Allison, Patricia (16,400.00 USD)

[Approve](#) [Reject](#) [Send to IS](#) [Reassign](#) [More Information Request](#)

From Allison, Patricia	Description Project Management (Upon Project Start) COPLINK
To Purchase Approval Pool	Requisition Total 16,400.00 USD
Sent 22-Apr-2015 16:20:18	Estimated Tax 0.00 USD
Due 29-Apr-2015 16:20:18	Attachments img006.pdf
ID 1160828	

Requisition Lines

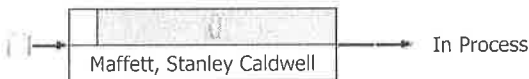
Line	Description	Supplier	Cost Center	Unit	Quantity	Price (USD)	Amount (USD)
1	Project Management (Upon Project Start) COPLINK	International Business Machines Corp	H00101	Each	1	2400	2,400.00
2	COPLINK Service Virtualization	International Business Machines Corp	H00101	Each	1	5000	5,000.00
3	Disaster Recovery (4,500.00 per Source, Upon Completion of Each) COPLINK	International Business Machines Corp	H00101	Each	1	9000	9,000.00

This Requisition requires Purchasing Approval or Rejection.

APPROVAL of this requisition will forward it to the next approval level.

REJECTION of this requisition will return it to the requestor with a rejection notification.

Approval Sequence



Num	Name	Action	Action Date	Note
1	Allison, Patricia D	Submitted	20-Apr-2015 13:48:20	
2	Lea, Sharon Marie	Approved	20-Apr-2015 13:55:45	Criminal research by CPD - Recovery which is a one-time expense
3	Ramsey, Daniel A	Approved	20-Apr-2015 14:37:45	
4	Maffett, Stanley Caldwell	Approved	20-Apr-2015 14:40:53	Criminal research by CPD - Recovery which is a one-time expense
5	Messer, Derek Brent (Brent)	Approved	21-Apr-2015 08:56:40	
6	Creel, Christy Victoria	Approved	22-Apr-2015 16:20:17	Criminal research by CPD - Recovery which is a one-time expense

Related Applications

- [Edit Requisition](#)
- [View Requisition Details](#)
- [Open Document](#)

Response

Note Criminal research by CPD - Recovery which is a one-time expense

[Return to Worklist](#)

Display next notification after my response

[Approve](#) [Reject](#) [Send to IS](#) [Reassign](#) [More Information Request](#)

[Privacy Statement](#)

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Preferences Help Close Window

10K Validation Approval : Purchase Requisition 113612 for Allison, Patricia (16,400.00 USD)- NIGP Code: 920-45-20

Approve Reject Reassign More Information Request

From **Allison, Patricia** Description **Project Management (Upon Project Start) COPLINK**
 To **10K Excess Notification** Requisition Total **16,400.00 USD**
 Sent **20-Apr-2015 13:48:20** Estimated Tax **0.00 USD**
 Due **27-Apr-2015 13:48:20** Attachments [imq006.pdf](#)
 ID **1158844**

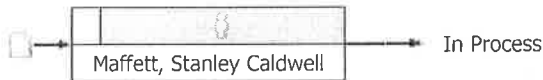
This Requisition will cause the total purchase of this commodity to exceed \$10,000 for the previous 12 months.

NOTE: If you want the Requestor to enter a requisition for a Blanket Agreement for this commodity, reject this requisition.

APPROVAL of this requisition will forward it to the next approver without a Blanket Agreement.

REJECTION of this requisition will return it to the requestor with a notification to create a requisition for a Blanket Agreement.

Approval Sequence



Num	Name	Action	Action Date	Note
1	Allison, Patricia D	Submitted	20-Apr-2015 13:48:20	

Related Applications

[Open Document](#)

Response

Note Criminal research by CPD - Recovery which is a one-time expense

[Return to Worklist](#)

Display next notification after my response

Approve Reject Reassign More Information Request

[Privacy Statement](#)

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**Statement of Work GK-L7LEQON
for
IBM i2 COPLINK Disaster Recovery**

Prepared for

City of Chattanooga

The information in this Statement of Work may not be disclosed outside of City of Chattanooga 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, City of Chattanooga 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 City of Chattanooga 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 services to assist with disaster recovery on an existing IBM i2 COPLINK node at City of Chattanooga.

2. IBM Statement of Work

This section describes the work to be provided by IBM (the "Services") to City of Chattanooga ("Customer", also called "you" and "your") 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

- Perform the documented steps to recover/restore the Chattanooga COPLINK node data from the following two (2) data sources after a hardware failure of the COPLINK Server:

Data Source Name	Ds #	Vendor/Product
Bradley County	101	VisionRMS
Chattanooga PD	114	VisionRMS

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.

2.1.1 Project Assumptions

This SOW and IBM's estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

- Full backups of the included data sources will be supplied and access to the individual iBoxes will be obtained.
- No mapping corrections or changes are included.
- Chattanooga will be completing the Database Server build.
- The old Web Application/Migration Server must still be available to IBM.
- Refresh methods are the same as originally set up for the data sources.

2.2 Facilities and Hours of Coverage

IBM will:

- a. perform the work remotely or at your facility in Chattanooga, TN 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 - Project Management

IBM will provide project management for the IBM responsibilities in this SOW. The purpose of this activity is to provide technical direction and control of IBM project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

Planning

IBM will:

- a. review the SOW and the contractual responsibilities of both parties with your Project Manager;
- b. maintain project communications through your Project Manager;
- c. coordinate the establishment of the project environment;
- d. establish documentation and procedural standards for deliverable Materials;
- e. assist your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates; and
- f. review with you the hardware required for the performance of this SOW.

Project Tracking and Reporting

IBM will:

- a. review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;
- b. review the IBM standard invoice format and billing procedure to be used on the project, with your Project Manager;
- c. work with your Project Manager to address and resolve deviations from the project plan;
- d. participate in regularly scheduled project status meetings;
- e. prepare and submit periodic status reports to your Project Manager;
- f. administer the Project Change Control Procedure with your Project Manager; and
- g. coordinate and manage the technical activities of IBM project personnel.

Completion Criteria:

This is an ongoing activity which will be considered complete at the end of the Services.

Deliverable Materials:

- Status Report(s)
- High-level Timeline

Activity 2 - COPLINK Server Virtualization

Under this activity, IBM will assist in the setup and configuration of a new Virtualized Web Application/Migration Server.

IBM will:

- a. Verify Web Server connectivity;
- b. Ensure the new COPLINK instance is ready to go online;

- c. Copy the migration configurations to the new Server;
- d. Set up the migrations;
- e. Point the main Migration to the new Database Server; and
- f. Move all files to the new Server.

Completion Criteria:

This activity will be complete when the Server upgrade is complete.

Deliverable Materials:

- None

Activity 3 - Disaster Recovery

The purpose of this activity is to recover/restore the COPLINK database. To accomplish this customer must supply a backup of each of the Chattanooga data sources listed in Project Scope and also ensure that IBM has access to the individual Intermediate Machines (iBoxes).

IBM will:

- a. Create a new COPLINK DB (CLDB) for each of the data sources utilizing the original/existing mapping.
- b. Create a merge package for each source.
- c. Merge each of the CLDBs onto the COPLINK Node and setup the refresh on the iBoxes.

Note: the Rhea County method of creating the merge package will be slightly different due to the Entara tool.

Completion Criteria:

This activity will be complete when IBM has remerged both data sources onto the Chattanooga COPLNK Node and set up the refreshes on the iBoxes.

Deliverable Materials:

- None

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. make final selection of solution and technical architectures;
- g. 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;
- h. 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;
- i. 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;

- j. 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;
- k. prior to the start of the IBM Services under this SOW, Client will meet the following prerequisites:
 - (1) Provide connectivity and remote access, via a VPN or other secure access, to the COPLINK Node to be used by IBM for installation, testing and support purposes.
 - (2) Provide a data network connection employing TCP/IP between all participating agencies, including the Hosting Agency and those listed in Appendix A.
 - (3) Provide connectivity and remote access, via a VPN or other secure method to each iBox for the included data sources; and
- l. the following responsibilities apply to the Server Machine Configuration and Testing:
 - (1) Client will install any hardware or software required by this project.

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 March 23, 2015 ("Start Date"), and an estimated end date of April 17, 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 \$16,400.00. 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.

Travel and living expenses are not expected for this SOW. Should any travel to your facility under this SOW be required, estimated travel and living expenses will be paid by you and will be authorized through the procedure described in Appendix A-1: Project Change Control Procedure.

IBM will invoice you for the Services performed in accordance with the table below, plus applicable taxes, travel and living expenses, and other reasonable expenses incurred in connection with the Services. 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.

Activity	Charge
Project Management (upon project start)	\$2,400.00
COPLINK Server Virtualization	\$5,000.00
Disaster Recovery (\$4,500.00 per source, upon completion of each)	\$9,000.00
Total Services Charge:	\$16,400.00

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 April 23, 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:

City of Chattanooga

By:


Authorized signature

Title: Deputy Chief
Name (type or print): David Raddy
Date: 3/12/15

Agreed to:

International Business Machines Corporation

By:


Authorized signature

Title: Quality Assurance Representative
Name (type or print): Jesse Simmons
Date: February 24, 2015

Agreement name: IBM Customer Agreement
Agreement number/date: HQ12291 – 01/91

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

Statement of Work number: GK-L7LEQON
IBM Fax number: 816-556-6857
IBM E-mail address: tamccoy@us.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: Status Reports

Purpose:

IBM will provide status reports advising City of Chattanooga's Project Manager of the progress and status of the IBM activities. The report will outline the IBM activities and describe the status of tasks worked on during that period. Significant accomplishments, milestones, and problems will be identified.

Content:

The report will consist of the following, as appropriate:

- Activities performed during the reporting period
- Activities planned for the next reporting period
- Project change control summary
- Problems, concerns, and recommendations
- Tasks for next reporting period
- Key resource or other requirements for reporting periods
- Other items of importance

Delivery:

IBM will deliver one (1) reproducible soft copy to City of Chattanooga's Project Manager.

B - 2: High-level Timeline

Purpose:

Provide high-level timeline for the project.

Content:

The timeline will show the anticipated time frame for each activity in the SOW.

Delivery:

IBM will deliver one (1) copy of this document in softcopy format.

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 month/year}, 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:

ORACLE Preferences Help Close Window

Worklist >

Purchase Requisition 113613 for Allison, Patricia (12,000.00 USD)

From Allison, Patricia To Purchase Approval Pool Sent 23-Apr-2015 15:03:36 Due 30-Apr-2015 15:03:36 ID 1161474	Description COPLINK Data Source Integration Support Services for Contributing Data Sources for Bradley County, Chattanooga PD and Cleveland PD Requisition Total 12,000.00 USD Estimated Tax 0.00 USD Attachments img006.pdf
---	--

Requisition Lines

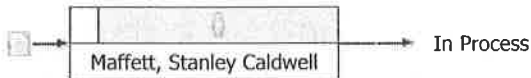
Line	Description	Supplier	Cost Center	Unit	Quantity	Price (USD)	Amount (USD)
1	COPLINK Data Source Integration Support Services for Contributing Data Sources for Bradley County, Chattanooga PD and Cleveland PD	International Business Machines Corp	H00101	Each	1	12000	12,000.00

This Requisition requires Purchasing Approval or Rejection.

APPROVAL of this requisition will forward it to the next approval level.

REJECTION of this requisition will return it to the requestor with a rejection notification.

Approval Sequence



Num	Name	Action	Action Date	Note
1	Allison, Patricia D	Submitted	20-Apr-2015 13:54:15	
2	Lea, Sharon Marie	Approved	20-Apr-2015 13:56:29	Criminal research by CPD, Bradley County and Cleveland Police
3	Ramsey, Daniel A	Approved	20-Apr-2015 14:37:50	
4	Maffett, Stanley Caldwell	Approved	20-Apr-2015 14:41:11	Criminal research by CPD, Bradley County and Cleveland Police
5	Messer, Derek Brent (Brent)	Approved	21-Apr-2015 08:56:47	
6	White, Simone M	Approved	23-Apr-2015 15:03:36	Criminal research by CPD, Bradley County and Cleveland Police

Related Applications

-
-
-

Response

Note Criminal research by CPD, Bradley County and Cleveland Police

Return to Worklist

Display next notification after my response

[Privacy Statement](#)

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Preferences Help Close Window

10K Validation Approval : Purchase Requisition 113613 for Allison, Patricia (12,000.00 USD)- NIGP Code: 920-45-20

[Approve](#) [Reject](#) [Reassign](#) [More Information Request](#)

From **Allison, Patricia**
 To **10K Excess Notification**
 Sent **20-Apr-2015 13:54:15**
 Due **27-Apr-2015 13:54:15**
 ID **1158846**

Description **COPLINK Data Source Integration Support Services for Contributing Data Sources for Bradley County, Chattanooga PD and Cleveland PD**
 Requisition Total **12,000.00 USD**
 Estimated Tax **0.00 USD**
 Attachments [img006.pdf](#)

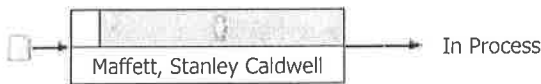
This Requisition will cause the total purchase of this commodity to exceed \$10,000 for the previous 12 months.

NOTE: If you want the Requestor to enter a requisition for a Blanket Agreement for this commodity, reject this requisition.

APPROVAL of this requisition will forward it to the next approver without a Blanket Agreement.

REJECTION of this requisition will return it to the requestor with a notification to create a requisition for a Blanket Agreement.

Approval Sequence



Num	Name	Action	Action Date	Note
1	Allison, Patricia D	Submitted	20-Apr-2015 13:54:15	

Related Applications

[Open Document](#)

Response

Note Criminal research by CPD, Bradley County and Cleveland Police

[Return to Worklist](#)

Display next notification after my response

[Approve](#) [Reject](#) [Reassign](#) [More Information Request](#)

[Privacy Statement](#)

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Statement of Work NKEA-9PZ23F
for
IBM i2 COPLINK Data Source Integration Support

Prepared for

City of Chattanooga

The information in this Statement of Work may not be disclosed outside of City of Chattanooga 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, City of Chattanooga 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 City of Chattanooga 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 City of Chattanooga ("Customer", also called "you" and "your" and "CPD") 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 support CPD's COPLINK data sources listed in the COPLINK Node indicated by CPD and shown below:

Data Source	DS #	Product (vendor)	Renewal Start Date	Renewal End Date
Bradley County	101	VisionRMS	2/1/2015	1/31/2016
Chattanooga PD	114	VisionRMS	2/1/2015	1/31/2016
Cleveland PD	125	VisionRMS	2/1/2015	1/31/2016

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:

- perform the work remotely, except for any project-related activity which IBM determines would be best performed at your facility in Chattanooga, TN in order to complete its responsibilities under this SOW.
- 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 - Data Source Integration Support Services for Contributing Data Sources

The purpose of this activity is to provide support to CPD 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 CPD'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 CPD on connectivity issues.
- e. Maintain key pieces of configuration information which evolve over time, e.g. Geographic Information system (GIS) & "lookups".
- f. Execute upgrades to the application software and warehouse agreement (which you are entitled to by your license agreement).
- g. If required, install and configure one (1) new Secure Socket Layer (SSL) certificate.
- h. Assist CPD with mass user loads when needed.
- i. 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.
- j. 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 CPD security policy and practices.
 - (1) Troubleshoot and when the issue is covered under COPLINK Data Integration Support either correct the issue or engage CPD to assist in restoring refresh data flow.
 - (2) Determine if issue requires a mapping correction and fix that if covered under the 10 hours.
- k. 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.
- l. 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) CPD'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 the 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) CPD error or oversight at the time services were rendered, or (ii) new CPD requirements determined after services were completed.
- e. Recovery from catastrophic failure of hardware and/or third-party software.
- f. Backup of the Intermediate Machines (iBoxes) 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; and
- j. 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.
- k. Designate up to three (3) representatives authorized to contact IBM with questions regarding COPLINK Data Sources during the support period.
- l. Provide a VPN and remote desktop access to hardware comprising the COPLINK solution so that IBM can monitor and maintain the data sources as described in this SOW.

- m. Keep the third party hardware and software used for the COPLINK node current with any fixes and upgrades during the period of support.
- n. Schedule (1) Geographic Information System ("GIS") map updates, (2) Lookup updates, (3) node upgrades with IBM.
- o. Notify IBM of bulk operations to be performed on data sources.

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 February 1, 2015 ("Start Date"), and an estimated end date of January 31, 2016 ("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 \$12,000.00. 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.

Travel and living expenses are not expected for this SOW. Should any travel to your facility under this SOW be required, estimated travel and living expenses will be paid by you and will be authorized through the procedure described in Appendix A-1: Project Change Control Procedure.

IBM will invoice you for the full amount of \$12,000.00, 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 March 31, 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:

City of Chattanooga


By:


Authorized signature

Agreed to:

International Business Machines Corporation

By:


Authorized signature

Title: Chattanooga Dept of Police
Name (type or print): Joe JB
Date: 2/18/15

Title: Quality Assurance Representative
Name (type or print): Dayle R. Aldrich
Date: February 18, 2015

Agreement name: IBM Customer Agreement
Agreement number/date: HQ12291 / 01-91

Statement of Work number: NKEA-9PZ23F
IBM Fax number:
IBM E-mail address: tamccoy@us.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.

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: