

MEMO TO: City Council

FROM: John Marchione, Mayor

DATE: February 18, 2014

SUBJECT: **RESOLUTION: Waive Competitive Bidding Requirements and Authorize Contract Approval for Spillman Technologies**

I. RECOMMENDED ACTION

Approve the attached resolution waiving competitive bidding requirements and authorizing the Mayor or his designee to enter into a contract with Spillman Technologies (Spillman) for \$204,500 (hardware and implementation) and \$20,130 (first-year support and maintenance) to acquire, implement, and configure a server for the operation of Spillman software. This topic was presented at the January 21, 2014, Public Safety Committee meeting.

II. DEPARTMENT CONTACTS

Kristi Wilson, Assistant Chief of Police (425) 556-2529

III. BACKGROUND

The Redmond Police Department has used Spillman's Computer-Aided Dispatch and Records Management software for seventeen years. The Spillman system currently runs on a Solaris UNIX server that is in need of replacement. Performance issues and part failures have become more common, there is no offsite redundancy for the server, and Spillman is discontinuing support for the Solaris UNIX operating system. As a result, the department plans to replace the server with one that improves performance and reliability, meets the requirements of newer Spillman software versions, and leverages our partnership with the City of Issaquah to provide offsite redundancy.

IV. DESCRIPTION

The new Spillman server will run on the AIX version of the UNIX operating system, and it will exchange data with another Spillman AIX server at the City of Issaquah. Additionally, the server will be extensively tailored to suit Spillman functionality

specifically. One example of this is the offsite replication of data to the server hosted at Issaquah. Configuring this replication requires knowledge of Spillman's data structures and the use of Spillman tools to replicate data.

The contract will cover both the provisioning and configuration of a new AIX Spillman server, including migration of our existing Spillman data and configuration of a Spillman instance on the server at Issaquah. While the hardware portions of this would be eligible for Western States Contracting Alliance (WSCA) pricing, Spillman is offering a price for these components that is \$9,650 below the WSCA price.

Because the work that will be covered by the contract relies inherently on technology specific to Spillman and detailed- knowledge of the operation and configuration of Spillman software, Spillman is the only vendor who could reliably and successfully provide these services. If a request for proposals (RFP) were conducted, Spillman would be the only bidder to meet the specified requirements. As our current vendor, Spillman has the knowledge of both their product and our installation that is necessary for this project to succeed. For these reasons, staff is recommending that the City waive the competitive bidding requirements for this project.

V. FISCAL IMPACT

Adoption of the attached resolution will waive the competitive bidding requirements for acquisition and implementation of new Spillman hardware, configuration, migration, and related services, as well as give authorization to enter into a contract with Spillman Technologies for a total of \$224,630. This amount includes hardware, services, and vendor travel. Funds for this project will come from the Computer-Aided Dispatch (CAD) Replacement project in the Capital Improvement Program.

VI. TIME CONSTRAINTS

Due to the age and poor condition of our existing server, it is imperative that the City secure a replacement quickly. Additionally, a number of projects depend on a new server being put in place, most notably the upgrade to the newer version of the Spillman software. Thus, while there is no specific hard deadline for the completion of this project, it is in the City's interest to pursue this quickly.

VII. ALTERNATIVES

1. Adopt the resolution as proposed
2. Adopt the resolution with modifications from Council
3. Do not adopt the resolution. Staff would proceed with a RFP for the server and associated servers.

VIII. ATTACHMENTS

Attachment A: Resolution

Exhibit 1: Single Source Justification and Pricing Information

Attachment B: Contract and Pricing Information

Ron Gibson, Chief of Police

Date

Approved for Council Agenda _____

John Marchione, Mayor

Date

ATTACHMENT A

**CITY OF REDMOND
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, WAIVING COMPETITIVE BIDDING REQUIREMENTS FOR PURCHASE OF A SERVER AND ASSOCIATED SERVICES, AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE CONTRACTS TO PERFORM THE WORK

WHEREAS, the Redmond Police Department uses the Spillman Technologies Computer-Aided Dispatch and Records Management System; and

WHEREAS, the existing Spillman server is in need of replacement due to its age and inability to support current software versions and needed functionality; and

WHEREAS, replacing the server will also facilitate improved disaster recovery of the Spillman system; and

WHEREAS, a replacement server must be configured specifically for Spillman software and Spillman proprietary data structures; and

WHEREAS, Spillman Technologies is therefore the only vendor capable of comprehensively providing these services; and

WHEREAS, the City Council can declare this project is subject to single source provisions due to the proprietary nature of the services required.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Waiver of Competitive Bidding. The Redmond City Council finds that the facts set forth in the recital paragraphs of this resolution are true and justify exempting the acquisition, implementation, and configuration of the Spillman server from competitive bidding procedures as the required services are specific to proprietary Spillman products. Pursuant to RCW 39.04.280, the City can exempt the purchase from the ordinary process because the purchase is clearly and legitimately limited to a single source supply. Any bidding or selection requirements in State law or City ordinance are hereby waived due \to the nature of the product.

Section 2. Authority to Contract. The City Council authorizes the Mayor or his designees to negotiate and execute a contract or contracts to carry out the necessary work to acquire, implement, and configure a server and related services to provide a platform for the Police Department's Spillman system, pursuant to the single source justification and pricing information as set forth in Exhibit 1 of this resolution.

ADOPTED by the Redmond City Council this ____ day of
_____, 2014.

CITY OF REDMOND

MAYOR JOHN MARCHIONE

ATTEST:

MICHELLE M. HART, MMC, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
SIGNED BY THE MAYOR:
EFFECTIVE DATE:
RESOLUTION NO. _____

EXHIBIT 1
Single Source and Pricing Information

The Redmond Police Department is seeking to procure a server to operate the department's Spillman Computer-Aided Dispatch (CAD) and Records Management System (RMS) software. The server currently being used for this function is obsolete and is subject to increasing hardware failures and performance issues. The department also seeks to gain additional functionality through a new server, including virtualization and offsite replication, which will facilitate testing, upgrades, and disaster recovery, as well as leverage our partnership with the City of Issaquah, a fellow user of Spillman.

While most City servers are standardized and use the Windows operating system, the Spillman server needs to be exceedingly specialized to its particular use. The server will use the AIX version of UNIX as its operating system, and perform a variety of functions unlike any other server in the City. These functions are specific to and dependent upon the proprietary tools, data structures, and architecture of the Spillman software. Additionally, the implementation and configuration of the server will also be specific to and dependent upon these same proprietary aspects of Spillman. Examples include the migration of our existing Spillman data from the current server to the new server, setting up replication of Spillman data between servers, and configuring the operating system and other supporting software to host a Spillman installation.

The Spillman CAD and RMS suite is the core software used throughout the Redmond Police Department. It is crucial to ensure the implementation of a new server creates as little disruption and downtime as possible. Depending on Spillman's comprehensive knowledge of their own product and its many implementations is the only reliable way to do so. Spillman may subcontract out portions of the work to trusted partners working in coordination with Spillman where necessary. However, Spillman will be ultimately responsible for managing the implementation and ensuring the successful completion of all aspects of the work.

The hardware portion of this project is eligible for Western State Contracting Alliance (WSCA) pricing; however, Spillman is offering a price for those portions that is \$9,650 below WSCA's competitively bid pricing. Due to the propriety nature of the associated services, as well as the unique nature of the project, it is not possible to competitively bid the services and have any reliable respondent who could perform them in their entirety other than Spillman. However, staff feels the offered price is reasonable and represents a fair value for the services received. As Spillman is the only possible vendor who could completely fulfill the requirements were the City to develop a Request For Proposal (RFP), and given that Spillman's proposed pricing is eminently reasonable for a project of this complexity, a waiver of competitive bidding is appropriate for this project.

Pricing Information:

Hardware and Implementation	\$204,500
First-year support and maintenance	\$20,130
Total	\$224,630

General Services Agreement

Non-Public Work

<p>PROJECT TITLE & IDENTIFICATION NUMBER (if # is known)</p> <p>Spillman Server</p>	<p>WORK DESCRIPTION (reference & list all attached exhibits)</p> <p>Exhibit A = Scope of Work Exhibit B = Work Schedule Exhibit C = Payment Schedule Exhibit D = List of Acceptable Subcontractors Exhibit E = Additional Paragraph & Provisions Exhibit F = Addendum to General Services Agreement</p>
<p>CONTRACTOR</p> <p>Spillman Technologies</p>	<p>CITY PROJECT ADMINISTRATOR (Name, address, phone #)</p> <p>Dan Werr City of Redmond PSPDA P.O. Box 97010 Redmond, WA 98073-9710 425-556-2547 drwerr@redmond.gov</p>
<p>CONTRACTOR CONTACT (Name, address, phone #)</p> <p>Tyler Holland Spillman Technologies 4625 Lake Park Blvd Salt Lake City, UT 84120 800-860-8026</p>	<p>BUDGET OR FUNDING SOURCE</p> <p>CIP-CAD-Replacement</p>
<p>FEDERAL ID #</p> <p>87-0388618</p>	<p>MAXIMUM AMOUNT PAYABLE, IF ANY</p> <p>\$ 224,630.00</p>
<p>SUPPLIER/CONTRACTOR'S REDMOND BUSINESS LICENSE ID #</p>	<p>COMPLETION DATE</p> <p>September 30, 2014</p>
<p>APPLICANT NAME</p>	<p>APPLICANT CONTACT (Name, address & phone #)</p>

THIS AGREEMENT is entered into on _____, 20__ between the City of Redmond, Washington, hereinafter called "the CITY", and the above-referenced person, firm or organization, hereinafter called "the CONTRACTOR."

WHEREAS, the CITY has a need to have the above-referenced project performed;
and

WHEREAS, the CITY does not have sufficient staff or expertise to complete the project and therefore deems it advisable and desirable to engage the assistance of a CONTRACTOR to provide the necessary services for the project review; and

WHEREAS, the CONTRACTOR has represented to the CITY that the CONTRACTOR is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish goods and/or services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Contractor - Scope of Work. The CITY hereby retains the CONTRACTOR to provide services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONTRACTOR shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONTRACTOR shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONTRACTOR shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONTRACTOR, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONTRACTOR, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONTRACTOR. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONTRACTOR shall be paid for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all

labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONTRACTOR shall be entitled submit invoices to the CITY no more frequently than once per month during the course of the completion of work and services by the CONTRACTOR. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice to the CONTRACTOR that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONTRACTOR agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONTRACTOR shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONTRACTOR and appearing therein when required to do so by the CITY. The CONTRACTOR shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONTRACTOR shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

5. Extra Work.

A. The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B. The CONTRACTOR must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C. Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 12. Notwithstanding any such dispute, the CONTRACTOR shall proceed with the agreement as changed.

D. Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Independent Contractor. The CONTRACTOR is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONTRACTOR, or any employee of the CONTRACTOR, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or

deduct any social security, income tax, or other tax from the payments made to the CONTRACTOR which may arise as an incident of the CONTRACTOR performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONTRACTOR.

7. Indemnity. The CONTRACTOR agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONTRACTOR, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONTRACTOR, its officers, agents, subcontractors or employees, in connection with the services required by this agreement, provided, however, that:

A. The CONTRACTOR's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONTRACTOR's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONTRACTOR and the CITY, or of the CONTRACTOR and a third party other than an officer, agent, subcontractor or employee of the CONTRACTOR, shall apply only to the extent of the negligence or willful misconduct of the CONTRACTOR.

8. Insurance. The CONTRACTOR shall provide the following minimum insurance coverages:

A. Worker's compensation and employer's liability insurance as required by the State of Washington;

B. General public liability and property damage insurance in an amount not less than a combined single limit of one million dollars (\$1,000,000) for bodily injury, including death, and property damage per occurrence.

The amounts listed above are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONTRACTOR as to the insurance necessary to protect the CONTRACTOR'S interests and any decision by the CONTRACTOR to carry or not carry insurance amounts in excess of the above is solely that of the CONTRACTOR.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CITY will be named on all insurance as an additional insured. The CONTRACTOR shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. The additional insured endorsement shall provide that to the extent of the CONTRACTOR's negligence, the CONTRACTOR's insurance shall be primary and non-contributing as to the CITY, and any other insurance maintained by the CITY shall be excess and not contributing insurance with respect to the CONTRACTOR's insurance. The certificate of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

9. Records. The CONTRACTOR shall keep all records related to this agreement for a period of three years following completion of the work for which the CONTRACTOR is retained. The CONTRACTOR shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONTRACTOR. Upon request, the CONTRACTOR will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONTRACTOR, but the CONTRACTOR may charge the CITY for copies requested for any other purpose.

10. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

11. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONTRACTOR, for providing any necessary information for

and direction of the CONTRACTOR's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONTRACTOR shall report to and take any necessary direction from the Project Administrator.

12. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONTRACTOR and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

13. Termination. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONTRACTOR. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONTRACTOR, a final payment shall be made to the CONTRACTOR for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONTRACTOR of the notice to terminate. In the event that services of the CONTRACTOR are terminated by the CITY for fault on part of the CONTRACTOR, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONTRACTOR in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

14. Non-Discrimination. The CONTRACTOR agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, age or handicap, except for a bona fide occupational qualification. The CONTRACTOR understands that if it violates this provision, this agreement may be terminated by the CITY and that the CONTRACTOR may be barred from performing any services for the CITY now or in the future.

15. Compliance and Governing Law. The CONTRACTOR shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

16. Subcontracting or Assignment. The CONTRACTOR may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any subcontractors approved by the CITY at the outset of this

agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

17. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONTRACTOR for any breach of the agreement by the CONTRACTOR, or for failure of the CONTRACTOR to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

18. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the

Superior Court in accordance with the law of the State of Washington. The CONTRACTOR hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

19. Taxes. The CONTRACTOR will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONTRACTOR.

20. City Business License. The CONTRACTOR has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONTRACTOR will maintain the business license in good standing throughout the term of this Agreement.

21. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONTRACTOR, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

**Page 8 – General Services Agreement, Non-Public Work
City of Redmond, standard form**

CONTRACTOR:

By: _____
Title: _____

CITY OF REDMOND:

John Marchione, Mayor
DATED: _____

ATTEST/AUTHENTICATED:

City Clerk, City of Redmond

APPROVED AS TO FORM:

Office of the City Attorney

EXHIBIT A

SCOPE OF WORK

Scope of Work. The CONTRACTOR/CONSULTANT shall perform all services and provide all goods as identified below:

Facilitate the installation of one (1) new Power 740 server, two (2) new v3700 storage arrays, two (2) new HMCs, the upgrade of one (1) existing Power 740 server, installation of redundant VIO servers on each host and cross site DR configuration between the servers.

Each server will host a production LPAR and a DR LPAR. One server and v3700 will be in Redmond, WA, the other will be in Issaquah, WA, approximately 10-15 miles apart. The production LPAR in Redmond will failover to the DR LPAR in Issaquah. The production LPAR in Issaquah will failover to the DR LPAR in Redmond. Failover will be manually initiated and facilitated via custom scripting, RSYNC and other supporting technologies.

The v3700 arrays will be directly Fibre Channel attached to the Power servers at their respective site. The SSD disk should be used for the Spillman DBs and other high IO latency sensitive portions of the systems. The NLSAS disk should be used for the Spillman pictures, videos and other attachment data. OS (rootvg) may also need to be provisioned on the NL-SAS if there is not enough capacity on the SSD disk.

Data will need to be migrated from the local disk in the existing Power server to LUN(s) on the SAN prior to upgrading the backplane and installing the VIO servers.

Complete in scope equipment list:

- Two (2) new CR7 HMCs
- One (1) existing Power 740 server
- One (1) new Power 740 server
- Two (2) new v3700 arrays

Phases:

- Preparation
 - o Pre-engagement meeting(s)
 - o Review Client project expectations
 - o Scheduling of resources appropriate to the skill sets required
- Implementation
 - o Project implementation according to the detailed work effort described in this Statement of Work
- Knowledge transfer
 - o Knowledge transfer of important skills related to ongoing maintenance and administration of the environment
 - System configuration and basic management techniques

- HMC
 - P740 servers
 - V3700 storage
- DR design, failover initiation, failback procedure
- Documentation
 - o Progress reports
 - o Documentation of the implemented solution
 - A configuration document will be provided at the conclusion of the services that will include all system parameters, configuration, and websites and other useful information for managing the environment
 - Configuration diagrams
 - HMC, p740 and v3700 connectivity
 - Failover and failback procedures.
- Project completion
 - o Close-out meeting where the project is reviewed, and a project sign-off with survey is obtained from the Client

The engagement at Redmond, WA will consist of the following major milestones:

- Install Redmond HMC
 - o Physical Installation and Cabling
 - o HMC software installation
 - Update to latest patches
 - Perform initial setup
 - o Configure HMC Network
 - o Change HMC firewall settings
 - o Configure Managed Systems Access
 - o Configure HMC Call Home
 - o Test Connection between HMC/Managed System(s)
 - o Backup entire HMC data to remote system
 - o Backup up critical HMC data
- Install Redmond v3700
 - o Physical installation of v3700
 - o Attach v3700 to management network and Fibre Channel attach (four (4) cables) to production p740 server for storage traffic
 - o Configure Ethernet addressing, verify management interface is accessible and configure callhome/alerting
 - o Update firmware and software levels to at least 7.1
 - o Configure RAID arrays to support required VGs
 - o Create one (1) RAID 5 array on SSD disk with 3 drives leaving a spare
 - o Create one (1) RAID 5 array on NL-SAS disk with 4 drives leaving a spare
 - o Create LUN(s) on each RAID set
 - o Perform zoning and masking tasks as necessary
- Install Redmond p740
 - o Update POWER system firmware as necessary

- o VIO Server
 - Create Redundant Partition Profile(s) for VIO Servers using the HMC
 - Assign processing units
 - Assign memory units
 - Assign physical I/O resources
 - Install current version of VIO server(s) (Quantity two) (local disk)
 - Update as necessary
 - Define Virtual Networking for Client LPARs
 - Define Virtual SCSI (pass-thru or Logical Volume's) for Client LPARs
 - Define NPIV Mappings
 - Create up to three (3) Client Partition Profiles
 - Assign processing units
 - Assign memory units
 - Assign physical I/O resources
 - Define VIO Servers backups
- o VIO Client
 - Create Partition profiles for Client LPAR's using HMC
 - Install up to two (2) AIX 7.1 client partitions
 - Update AIX partitions with known good Technology Levels
 - Configure TCP/IP on Network Adapters
 - Configure storage & multi-pathing for the Partitions (NPIV)
 - Create Data Volume Groups
 - rootvg
 - sdsvg
 - Create Logical Volumes/File systems
 - rootlg
 - sdslg (SSD)
 - sdsimlg (NL-SAS)
 - sdsbkplg (NL-SAS)
 - Install SSH
- Install Issaquah HMC
 - o Physical Installation and Cabling
 - o HMC software installation
 - Update to latest patches
 - Perform initial setup
 - o Configure HMC Network
 - o Change HMC firewall settings
 - o Configure Managed Systems Access
 - o Configure HMC Call Home
 - o Test Connection between HMC/Managed System(s)
 - o Backup entire HMC data to remote system
 - o Backup up critical HMC data
- Install Issaquah v3700
 - o Physical installation of v3700
 - o Attach v3700 to management network and Fibre Channel attach (four (4) cables) to production p740 server for storage traffic
 - o Configure Ethernet addressing, verify management interface is accessible and configure callhome/alerting
 - o Update firmware and software levels to at least 7.1

- o Configure RAID arrays to support required VGs
- o Create one (1) RAID 5 array on SSD disk with 3 drives leaving a spare
- o Create one (1) RAID 5 array on NL-SAS disk with 4 drives leaving a spare
- o Create LUN(s) on each RAID set
- o Perform zoning and masking tasks as necessary
- Existing p740 upgrade, redesign and configuration
 - o Create or ensure a complete system backup exists
 - o Schedule two (2) downtimes
 - o Install two (2) FC adapters (first downtime)
 - o Provision temporary space on the v3700 for the existing system VGs
 - o Migrate data from internal disk to v3700 backed disk
 - o Ensure the system operates properly on the v3700 backed disk
 - o Remove local disk from VGs
 - o Ensure the system operates properly on the v3700 backed disk and has no dependence on the internal disk
 - o (Begin second downtime) Install 6 disk storage backplane
 - Ensure split drive bay capability
 - o Install redundant Ethernet adapter
 - o Ensure PowerVM Standard upgrade is functional
 - o Install a pair of drives on each backplane for use with redundant VIO servers (mirrors)
- Server Installation
 - o Update POWER system firmware as necessary
 - o VIO Server
 - Create Redundant Partition Profile(s) for VIO Servers using the HMC
 - Assign processing units
 - Assign memory units
 - Assign physical I/O resources
 - Install current version of VIO server(s) (Quantity two) (local disk)
 - Update as necessary
 - Define Virtual Networking for Client LPARs
 - Define Virtual SCSI (pass-thru or Logical Volume's) for Client LPARs
 - Define NPIV Mappings
 - Create up to two (2) Client Partition Profiles
 - Assign processing units
 - Assign memory units
 - Assign physical I/O resources
 - Define VIO Servers backups
 - o VIO Client
 - Create Partition profiles for Client LPAR's using HMC
 - Install up to two (2) AIX 7.1 client partitions
 - Update AIX partitions with known good Technology Levels
 - Configure TCP/IP on Network Adapters
 - Configure storage & multi-pathing for the Partitions (NPIV)
 - Create Data Volume Groups
 - rootvg
 - sdsdg
 - Create Logical Volumes/File systems
 - rootlg
 - sdsdg (SSD)

- sdsimglg (NL-SAS)
 - sdsbkplg (NL-SAS)
 - Install SSH
- Redmond DR Configuration
 - o Configure rsync between the existing production and DR hosts
 - Configure rsync replication of appropriate files and directories
 - Configure the replication schedule based on available bandwidth and throughput
 - Confirm data replication is successful and on a reasonable schedule
 - o Implement DR between the production and DR hosts
 - Implement DR failover scripts
 - Modify as necessary for uniqueness in the environment
 - o Test Manual Failover Scenario(s)
 - Schedule downtime window for failover testing (if necessary/desired)
 - Simulate failure and validate that the system can be recovered properly to the DR system
 - Resolve any issue that prevent successful recovery
- Issaquah DR Configuration
 - o Configure rsync between the existing production and DR hosts
 - Configure rsync replication of appropriate files and directories
 - Configure the replication schedule based on available bandwidth and throughput
 - Confirm data replication is successful and on a reasonable schedule
 - o Implement DR between the production and DR hosts
 - Implement DR failover scripts
 - Modify as necessary for uniqueness in the environment
 - o Test Manual Failover Scenario(s)
 - Schedule downtime window for failover testing (if necessary/desired)

Migration Services

- The same version of the Spillman software that is currently running on the agency's system is loaded.
- The software is then tested to ensure functionality with latest Operating System level.
- Data and users are copied over from the current system.
- User and data problems are corrected.
- Engineer times data copy to gauge downtime.
- Users are logged out of the system and final data copy is performed.
- IP addresses and routing information is updated on the new server.
- Users are let back into the system after copy is verified.
- Engineer verifies with users that functionality is as expected.
- Troubleshooting is performed for all interfaces and modules.
- Samba is installed and configured.
- Apache is installed and configured.

Twice Yearly Health Check and Failover Test:

- AIX Basic Functionality and Patching
 - o AIX Error Report Review

- o AIX Technology Level and Service Pack Review
- o AIX Hot Fixes and Security Alerts (Including any Specific APARs) Review
 - o Review and Validate Current Volume Group, Paging Space, and Dump Space Settings
 - o Review any Tuning Parameters and Provide Analysis and Modify if Necessary
 - o Virtual I/O Server Functionality
- AIX Performance and Capacity with Historical Analysis
 - o Current AIX Performance (CPU, Memory, Disk and Network)
 - o Historical Analysis of Performance Data
 - o AIX Filesystem Capacity with Historical Data
- Disaster Recovery Architecture
 - o Validate Resources and Synchronization
 - o Validate RSYNC Functionality
 - o Validate start/stop scripts
- Twice yearly failover test
 - o Perform complete failover tests and remediate issues that prevent a successful failover

Once yearly maintenance window:

- IBM System p Firmware and HMC Updates
 - o Review System Microcode
 - o Review Software Level and Patches
 - o Review System Adapter Microcode
 - o Review HMC Code Level and Patches
- ~~IBM v3700 Firmware and Updates~~
 - o Review Software, System Firmware, and Drive Firmware, versions
 - o Update above items as necessary during maintenance window

KNOWLEDGE TRANSFER:

Contractor will provide knowledge transfer on:

- The results of each health check
- The results of each failover test
- The results of the maintenance windows and updates/patches applied

DOCUMENTATION:

- A summary of the results of the Health Checks and failover tests
- A summary of the updates performed and results from the yearly maintenance window.
- Updated system documentation encompassing changes performed throughout the yearly activities.

EXHIBITS B & C

WORK & PAYMENT SCHEDULE

Work Schedule. The CONSULTANT/CONTRACTOR shall complete all project milestones as identified and scheduled below:

Milestone/Description of Task	Scheduled Completion Date
System configured and ready for migration	3/28/14
Completion of migration and testing	4/10/14
Completion of failover and beginning of health check services (Pending successful Spillman upgrade)	6/30/14

Payment Schedule. For the goods/services identified in the Scope of Work, the City shall pay CONTRACTOR:

Milestone/Description of Task	Payment Amount
Due upon initial contract signing	\$155,516
System configured and ready for migration	\$19,017
Completion of migration and testing	\$29,967
Completion of failover and beginning of health check services	\$20,130

EXHIBIT D

LIST OF ACCEPTABLE SUBCONTRACTORS

Solutions II
2607 S. Decker Lake Blvd., Suite 200
Salt Lake City, Utah 84119
Federal ID # 84-1279255

EXHIBIT E

Additional Paragraph & Provisions

22. Ownership of Work Product. In performance of the CONSULTANT's obligations under this Agreement, the CITY or the SELLER may receive access to intellectual property (including, but not limited to, know-how and software) ("Intellectual Property") owned, controlled, or licensed by the other party or a third party ("Owner"). With respect to said Intellectual Property, the CITY and the CONSULTANT agree as follows:

A. Intellectual Property (including derivative works thereof, regardless of authorship) owned, controlled, or licensed by an Owner before commencement of the Scope of Work shall remain the property of the Owner;

B. Subject to subparagraphs A and D hereof, any Intellectual Property (other than derivative works of the CITY's Intellectual Property) developed in connection with this Agreement shall be owned by the CONSULTANT;

C. Upon payment of all amounts due under this Agreement, the CONSULTANT shall be deemed to have granted the CITY a non-exclusive, worldwide, perpetual (without regard to any termination or expiration of this Agreement), irrevocable, fully paid, royalty-free license as to the deliverables identified in the Scope of Work in source and object code form, including all intellectual property and other proprietary rights incorporated therein or embodied thereby. The CITY shall have the right to make, use, reproduce, disclose, modify, adapt, create derivative works based hereon, translate, distribute directly and indirectly, transmit, display, and perform publicly such work for its own internal, non-commercial uses;

D. Except as provided herein, neither party hereto may use, copy, publish, or disclose an Owner's Intellectual Property to others or authorize others to copy, publish, or disclose such Intellectual Property without the Owner's prior written approval; and

E. Nothing contained in this Paragraph shall affect or modify the CITY's obligation to disclose public records under Chapter 42.56 RCW or other applicable law. Provided, however, that the CONSULTANT may mark any documents furnished to the CITY under the following:

NOTICE: The information herein has been prepared for the use of the City of Redmond, Washington and no others, and is disclosed solely as required under Chapter 42.56 RCW or other applicable law. The information contains data that is copyright by © _____, all rights reserved and as such shall not be used by or disclosed outside the original recipient of this disclosure. Recipient may not use the information to provide services to any other person or entity for a fee or other consideration.

Exhibit F
Addendum to General Services Agreement

This Addendum modifies the terms of that certain General Services Agreement (the "Agreement") dated of even date herewith, between the City of Redmond, Washington (the "City") and Spillman Technologies, Inc. (the "Contractor").

The parties hereby agree to amend the Agreement as follows:

1. Section 7 is hereby deleted in its entirety and replaced with the following:

7. Indemnity. The CONTRACTOR agrees to indemnify, defend, and hold harmless the CITY against any and all third party claims arising from any personal injuries, death, or damages to tangible property caused by the negligence or willful misconduct of the CONTRACTOR, its agents or employees, and to pay any final judgment or amounts agreed in settlement. The foregoing excludes any claims related to the functionality or use of, or bugs or errors in, any software provided by the CONTRACTOR, which shall be governed solely by the terms of the Computer Software License Agreement between the parties dated June 27, 1996 (the "License Agreement").

A. The CITY shall notify the CONTRACTOR as soon as reasonably possible if it becomes aware of any claim for which it may be entitled to indemnification under this section, and the CITY hereby gives the CONTRACTOR full and complete authority and control over the defense of the claim, and shall provide such information and assistance as is necessary to enable the CONTRACTOR to defend, compromise or settle such claim. The CONTRACTOR will pay all costs and attorney's fees incurred in connection with the claim. The CITY may, at its option and expense, participate in the defense of the claim with separate legal counsel.

B. The CONTRACTOR is not obligated to indemnify the CITY to the extent any liability or damages arises out of the negligence or intentional misconduct of the CITY, its employees or agents. In the case of shared fault, the CONTRACTOR will be responsible for and indemnify the CITY for the CONTRACTOR's proportionate fault. The foregoing will not be construed to create any waiver of the CITY's governmental immunity with respect to third party claims.

2. The following is hereby added at the beginning of Section 13: "Either party may terminate this Agreement due to a material breach by the other party, subject to thirty (30) days prior written notice to the other party and opportunity to cure the breach during the notice period."
3. The following is hereby added to the end of Section 13: "If CONTRACTOR disagrees with the CITY's assessment of the amount that should equitably be paid to CONTRACTOR in the event of a termination for cause, it may pursue dispute resolution or other available legal means for resolving the dispute."
4. The second sentence of Section 17 is hereby deleted and replaced with the following: "Any waiver by either party of a default or obligation under this Agreement will be effective only if in

writing. Such a waiver does not constitute a waiver of any subsequent breach or default. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party will constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.”

5. The following shall be added to the Agreement as a new Section 23:

23. Limitations of Liability.

A. The CONTRACTOR does not warrant hardware; all hardware warranties are as provided by the applicable third party manufacturer. However, upon request the CONTRACTOR will reasonably assist the CITY in dealing with hardware manufacturers to resolve any problems.

B. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE CONTRACTOR DISCLAIMS ALL REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ALL WARRANTIES AS TO NON-INFRINGEMENT, AND MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

C. EXCEPT AS SET FORTH IN SUBPARAGRAPH D HEREOF, THE CUMULATIVE LIABILITY OF CONTRACTOR FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNTS PAID TO CONTRACTOR HEREUNDER. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFITS OR ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST CUSTOMER BY THIRD PARTIES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. The CONTRACTOR shall have no liability for the loss of data or documentation, it being understood that the CITY is responsible for backup of its data.

D. The CONTRACTOR agrees to indemnify and defend the CITY against any and all third party claims, demands, lawsuits or legal actions arising out of any actual or alleged infringement of any trademark, copyright, trade secret, or U.S. patent by the software licensed to the CITY under the License Agreement, including all updated versions thereof (the “Software”), and the CONTRACTOR will pay any damages, costs and expenses (including reasonable attorneys’ fees) finally awarded in such action or paid to settle the action. The indemnification process set forth in Section 7.A will apply. If a court or other legal authority finds that any part of the Software infringes on a third party’s intellectual property rights, or if the CONTRACTOR believes that it infringes, the CONTRACTOR will use reasonable efforts to obtain a license under the rights that have been infringed, to modify the Software so it is no longer infringing, or to provide to the CITY substitute software that is non-infringing and provides the same functionality in all material respects; provided that if in the CONTRACTOR’s

judgment such options are not commercially reasonable, the CONTRACTOR may terminate the license for the Software or the infringing portion thereof upon written notice to the CITY. The CONTRACTOR will have no liability for infringement arising out of modification of the Software by any party other than the CONTRACTOR, use of an outdated version of the Software, or the combination or use of the Software with any other software, hardware, equipment, product, or process not furnished by the CONTRACTOR, if use of the Software alone and in its then-current, unmodified form would not have been an infringement. The CONTRACTOR is not liable for any infringement claims based upon third party software or hardware. The CONTRACTOR's total aggregate liability under this section will not exceed \$1,000,000. This Section 23.D supersedes Section 22 of the License Agreement, and states the CONTRACTOR's entire obligation with respect to any claim for infringement or misappropriation of any third party intellectual property rights.

Except as amended hereby, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized representatives effective as of the Effective Date.

AGREED:

The City of Redmond, Washington

Spillman Technologies, Inc.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Statement of Supplier Selection Form

1) Project Title/Description:

Tracking #: 2,936

Spillman Server

2.) Supplier/Contractor Selected:

Spillman Technologies
Tyler Holland
4625 Lake Park Blvd
Salt Lake City, UT 84120

3.) Action Taken (How & why you selected the above supplier?):

This project is specific to a software product provided by Spillman Technologies and only Spillman Technologies can reasonably provide the contracted services. As such a request for waiver of competitive bidding was submitted to the City Council.

Project Administrator's Signature:



Date:

1-29-14