

Lexington Fayette Urban County Government

SOWo2471
Data Archival Implementation Services

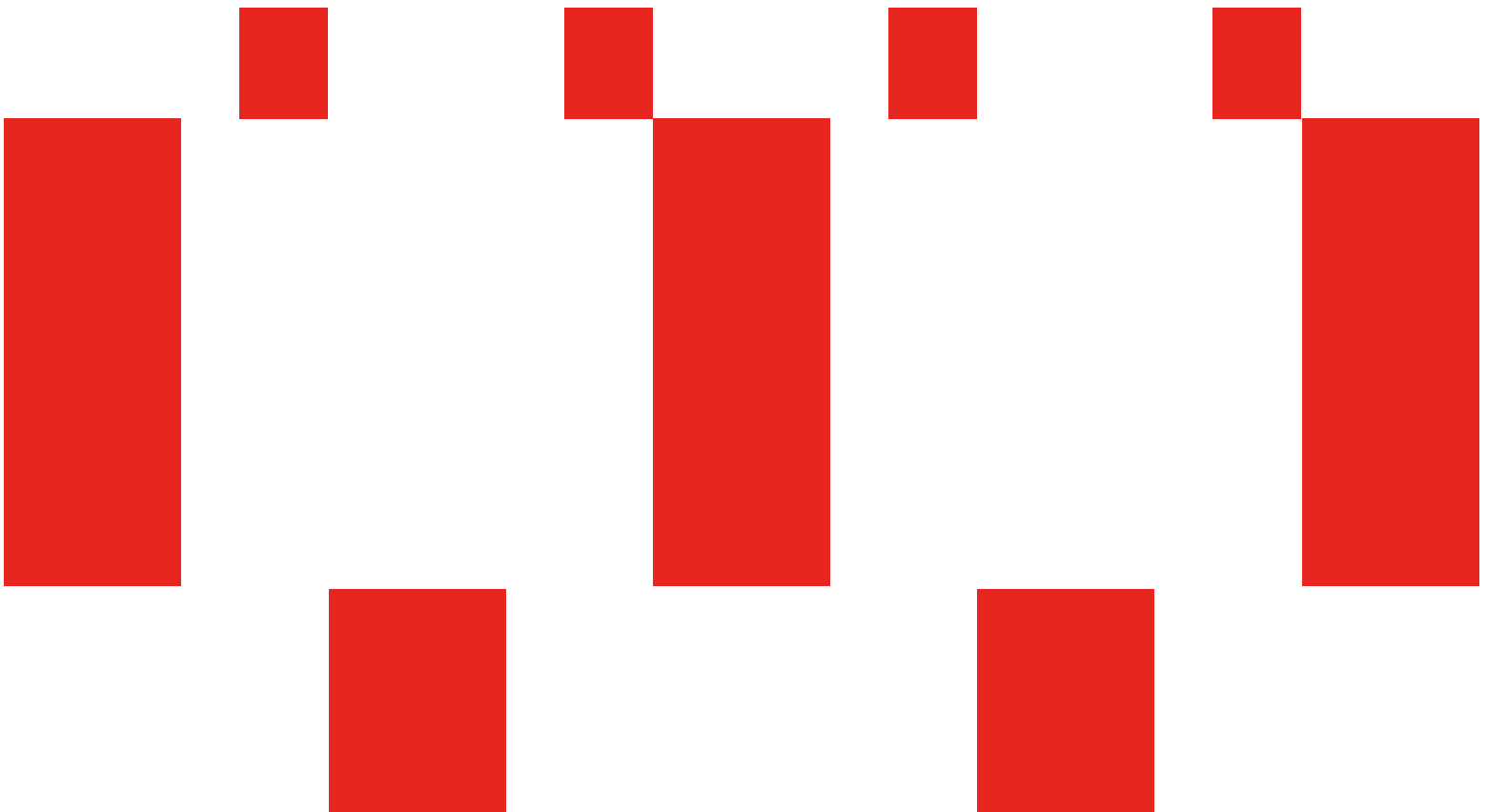


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For mutual consideration, this Statement of Work (“SOW”) for a services engagement as described herein is made of the latest date signed below and is between Volta, Inc. (“Volta”) and Lexington Fayette Urban County Government (the “Customer”).

1 Term & Timeframe

The term of this SOW begins upon Customer signature date and ends the earlier of [2] days after written notice of intent to terminate this SOW is given by either party or upon Volta’s completion of the services as stated in section 2. If the SOW is terminated before work is completed, the Customer shall be billed based on time worked and expenses incurred, if applicable.

- Estimated Start Date: 01/10/2022
- Estimated End Date: 06/03/2022

The estimated start and end dates are dependent upon pre-implementation planning between Volta and the Customer and are subject to change. The Customer and Volta shall determine a schedule for services to be performed once execution of this SOW occurs.

The estimated duration of this project is 6 months.

2 Services to Be Performed (Scope)

2.1 Objective:

Objective of this engagement is to implement Data Archival solutions for one Mainframe system using InfoArchive and Archon product solutions. The scope also includes Implementation of Architecture and infrastructure setup for the archival products.

2.2 Scope of Work:

Infrastructure Activities in Scope

- Gather remote access to Client network and environments
- Install InfoArchive product in Test and Prod environments as per the proposed architecture
- Install Archon product in Test and Prod environments as per the proposed architecture
- Implement AD/SSO integrations



Archival Activities in Scope

- Perform Data Archival for one mainframe system. Please refer Appendix A for application assessment details
- Source application data is assumed as 480GB of VSAM data. With additional 200 to 300 backup tapes with total data estimate of around 2TB
- Build Data Inquiry capabilities in Archival solution for following screens
- License Fee Inquiries
- Sewer Meter Inquiries
- W2 Reprints
- Domestic Relations Inquiries
- Retirement 20 - Police/Fireman Pension Plan (including information on the High 78)
- Pay 15 - what did we pay people for?
- BO Reports (budget) - previous year budgets to year 2000
- Sewer Improvements Information
- Provide Ad-Hoc data inquiry capabilities for ongoing user needs
- Provide user configuration and user access for up to 30 users to access archival solution
- Provide User access training

2.3 Deliverables:

- Volta Statement of Work
- Detailed Assessment Report:
 - Project plan
 - Solution Architecture document
 - Requirements document
 - Technical Design document
 - System test plan and test results
 - UAT support
 - Migration plan and migration report
 - Chain of Custody report
 - Job aids

2.4 Acceptance:

The Deliverable shall be reviewed, and clarifications shall be requested within one week of submission. Any specific questions or clarifications on the deliverables will be clarified in the form of conference call meetings.



2.5 Project Schedule

| # | Milestone | Start Date | Completion Date |
|---|---|------------|-----------------|
| 1 | Project Kickoff | 01/10/2022 | 01/10/2022 |
| 2 | Requirements, Access, Infrastructure setup | 01/10/2022 | 01/21/2022 |
| 3 | Design and Build, Test data load, Screens Config | 01/24/2022 | 02/28/2022 |
| 4 | System Test | 03/01/2022 | 03/14/2022 |
| 5 | UAT Testing | 03/15/2022 | 03/31/2022 |
| 6 | Implementation - Full Data, User Config | 04/04/2022 | 04/22/2022 |
| 7 | Post Deploy Support, Operational Transition - 4 Weeks | 04/25/2022 | 06/03/2022 |
| 8 | User training/Ad-hoc manager training | 04/22/2022 | 05/02/2022 |

3 Project Assumptions

The term, scope and charges outlined in this SOW are dependent upon the following assumptions. If any of the following assumptions are not met during the execution of this SOW, additional charges, expenses and time may be required to complete the SOW. All changes to these assumptions in this SOW will be delivered via the methodology found in section 4.2 and approved by the Customer prior to the performance of work.

- Customer will provide access to the necessary personnel required to implement this solution.
- System access, high-level system overview and/or system documentations are provided before start of in-person meeting.
- Customer's Functional and Technical SME's are available to provide required system, application details as outlined in the scope section during in-person meetings and initial preparation meetings.
- If work is to be performed onsite at the Customer's location, the Customer will provide adequate working space to include equipment setup, network access, internet access. Any requirements for building or data center access must be communicated by the Customer in advance.
- The Customer will provide the necessary hardware, operating systems, software and licensing to complete the services in section 2. These items may be included in the



existing Customer environment or arranged to be purchased through Volta or other sources.

- The Customer will provide all credentials to access Customer environment, to include user names, passwords and secure VPN accounts as necessary.
- During pre-implementation planning the Customer will provide detailed and accurate information regarding their current IT environment.
- The charges outlined in this SOW are based on the services being performed contiguous from project kickoff to completion without any delays due to other Customer projects or constraints. Volta reserves the right to issue a Change Order based on deviations from this assumption.
- When Volta is working with Customer data, the Customer is responsible for ensuring all necessary backups are performed and tested. Volta will not be responsible for any data loss.
- Customer will be responsible for all documentation efforts, with the exception of any specific documents listed in the Deliverables section 2.3.
- Work to be performed is outlined in section 2. Any requests for services outside of this SOW will be detailed through the Volta Change Order Process (see Appendix A) and may require either additional personnel or extension of the original agreement. If a change is required, Volta will work with the Customer to review any deviation from the original estimates. Both the Customer and Volta must agree upon all changes prior to the execution of additional services.

4 Project Methodologies

The project will be managed under the Volta Project Management methodology, utilizing Project Management Institute certified Project Managers and under the ITIL framework.

4.1 Work Breakdown Structure

The following phases of the project will be executed under performance of this SOW:

4.1.1 Project Initiation:

- The SOW shall be reviewed and accepted by the Customer, and any changes to the scope will be incorporated through the Change Order Process.
- Volta shall conduct internal planning sessions in preparation for kickoff meeting.
- Volta shall schedule and conduct a project kickoff meeting to include relevant stakeholders and begin process of gathering information required to complete the Volta Pre-Implementation Checklist.



4.1.2 Project Planning

- Volta and the Customer shall continue to gather required information. The Volta Pre-Implementation Checklist will be completed during this phase.
- If more detailed planning and design outside of the Pre-Implementation Checklist is required, it shall be coordinated by the Volta Project Manager during this stage.
- The Project Execution Schedule will be finalized between Volta and the Customer.

4.1.3 Project Execution

- During this phase Volta shall complete the services described in section 2 and as planned in section 4.1.2.
- If any Change Order requests arise during the execution of the project, they shall be documented and approved before the work is completed.

4.1.4 Project Close

- Once services as described in section 2 are completed, Volta will confirm acceptance by the Customer and begin the project close process.
- Any subsequent training or knowledge transfer will be completed.
- If applicable, Volta shall create a Post-Installation Guide for delivery to the Customer outlining tasks performed and including pertinent information about the completed project (credentials, IP addresses, support information, etc).
- Volta and the Customer will officially close the project.

4.2 Change Order Process

During any phase of the project, if a change to the SOW scope, term, timeline or assumptions is required, it must go through the Volta Change Order Process. A written Change Order (attached as Appendix A) must be filled out and submitted to both parties documenting the requested change. Both Volta and the Customer must sign the Change Order for approval, and work requested on the Change Order will not proceed until it is approved. Approved Change Orders will be incorporated into the revised SOW as an Amendment. If the Change Order requires a change to the pricing of the SOW, the Customer may be required to complete an additional or amended Purchase Order before Volta services can proceed.

4.3 Hours Of Operation

The services under this SOW will be provided during normal business hours, 8:00 AM to 5:00 PM local time, Monday through Friday, excluding holidays. If necessary, Customer will ensure after-hours access to Customer facilities to Volta and Volta subcontractor personnel. Unless otherwise agreed to by Volta in advance, all after-hours work will be subject to the following billing rate increases:



- After-Hours (5:00 PM to 8:00 AM local time Monday-Friday and all day on Saturdays/Sundays) will be billed at the standard hourly rate times 1.5.
- Holidays (Volta Holidays defined as New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Friday after Thanksgiving, Christmas) will be billed at the standard hourly rate times 2.

4.4 Subcontractors

Volta may subcontract any Volta Services to a third-party approved by Volta; provided Volta shall remain obligated under this SOW and any applicable MSA or State Contract respecting performance of the subcontracted Volta Services. The services and products provided by such subcontractor shall be subject to the terms of this SOW as Volta Services and the same as services provided by Volta.

4.5 Locations

The services to be provided herein shall be performed at the following locations:

Onsite at Customer location and remotely as required.

5 Charges

In consideration of the services rendered by Volta, the Customer agrees to pay Volta the following:

| Item | Billing Type | Amount |
|---|--------------|--------------|
| Project Kickoff | Fixed Price | |
| Requirements, Access, Infrastructure setup | Fixed Price | |
| Design and Build, Test data load, Screens Config | Fixed Price | |
| System Test | Fixed Price | |
| UAT Testing | Fixed Price | |
| Implementation – Full Data, User Config | Fixed Price | |
| Post Deploy Support, Operational Transition – 4 Weeks | Fixed Price | |
| User training/Ad-hoc manager training | Fixed Price | |
| Travel & Living Expenses | Actual | |
| | TOTAL | \$111,900.50 |
| Standard Hourly Rate | Hourly | \$200 |

Any services performed outside the scope of work outlined in section 2 must be approved through the Change Order Process (section 4.2) and may be subject to additional charges.



5.1 Hourly Billing

This is a fixed price SOW to complete the services described in Section 2. If hourly charges apply through Change Order, it shall be billed in half hour increments so that 0-30 minutes equals 0.5 hours and 31-60 minutes equals 1.00 hours, respectively. Hourly Billing does not include expenses incurred, which are subject to the terms in section 5.2. All services rendered by Volta shall be billed to the Customer, including, but not limited to, labor, travel time, analysis, testing, telephone calls, consultations, conferences and meetings.

Unless otherwise agreed to by Volta and the Customer, travel time shall be billed at ½ the standard hourly rate. After-Hours work shall be subject to the terms of section 4.3.

5.2 Expenses

Unless otherwise agreed to by Volta and the Customer, any expenses incurred by Volta during the performance of the services described in section 2 will be billed as actual. Expenses will follow the Volta policy as outlined below:

- All expenses will be billed as actual and shall be provided with an accompanying receipt.
- The standard daily allowance for food is \$60. Alcohol is not a reimbursed expense.
- The standard daily lodging maximum is \$150 per night.
- Tips are capped at 20%.
- All travel must be pre-approved by the Customer in advance and supported by receipt.
- Expenses are capped at 150% of the estimate stated here in section 5 unless agreed to by the Customer in advance.
- Per Diem rates apply only for food allowance, all other receipted expenses will be submitted.
- A Purchase Order for travel/expenses must be setup in advance or included as part of the Purchase Order for this SOW.

5.3 Billing Terms

Billing shall occur following the completion of the services in section 2 or on the 15th and last of each calendar month for projects that extend more than two calendar weeks. Payment for Volta Services is due upon receipt. Past due invoices shall accrue interest at the rate of one percent (1%) per month (or the highest rate allowed by law, if less). Any unused prepaid services are refundable to the Customer upon request.



6 Terms and Conditions

The Customer shall be subject to the terms and conditions as described in the corresponding Master Services Agreement or State Contract vehicle if applicable. This document shall not supersede signed MSA or State Contract agreement.

6.1 Entire Agreement

This SOW constitutes the complete, final and exclusive agreement between Volta and the Customer with respect to the subject matter herein and may not be amended or modified except in writing by both parties.

6.2 Confidentiality

The parties shall hold the terms of this SOW and any Volta Services requested hereunder, including fees, confidential, and shall only disclose the same as required by law. Information obtained by Volta in the conduct of Volta Services under this Agreement shall not be divulged by Volta or its subcontractors, to any person, firm, or corporation other than the Customer's designated representatives and Volta's and its subcontractors' employees, agents and representatives who need to know such information in providing the Volta Services.

7 Approval

IN WITNESS WHEREOF, the undersigned have executed this SOW as of the dates set forth below. The Customer's signature below authorizes Volta to begin the services as described in section 2 and indicates the Customer's agreement to process and pay the invoices associated with these services.

| Signature | Print | Title | Date |
|-----------|-------|-------|------|
| Customer | | | |
| Volta | | | |



Appendix A Change Order Form

To be utilized during the Change Order Process. Submitter should fill out the form and provide a copy to both parties for approval and signature.

Change Request Description:

Impact of Change:

Pricing of Change Request:

The additional cost resulting from this change request shall be:

| Item | Billing Type | Billing Rate | Time Estimate | Total Estimate |
|------|--------------|--------------|---------------|----------------|
| | | | | |
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| | | | | |
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| | | | | |

Change Request Approval:

| Signature | Print | Title | Date |
|-----------|-------|-------|------|
| Customer | | | |
| Volta | | | |

