

CITY OF WILLIAMSPORT, PA RESOLUTION

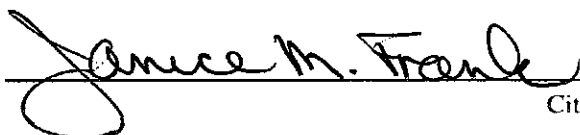
RESOLUTION # 8923

DATE 8-29-19

TITLE

AGREEMENT WITH BUSINESS INFORMATION GROUP (BIG)

BE IT HEREBY RESOLVED by the City Council of the City of Williamsport that the "Master Services Agreement" attached hereto with Business Information Group, Inc. ("BIG") to provide services related to business privilege, mercantile, and local service tax collection software is hereby approved and the appropriate officials are hereby authorized and directed to execute said agreement.



City Clerk

Approved



President



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Master Services Agreement

THIS AGREEMENT (" Agreement") is made as of _____, by and between Business Information Group, Inc., a Pennsylvania Corporation, with an address of 156 North George Street, York Pennsylvania, 17401 ("BIG"), and City of Williamsport with an address of 245 West Fourth Street, Williamsport PA 17701 ("Client").

BIG has a background and experience in technical consulting, service and integration and is willing to provide services to Client based on this background and experience. Client desires to have services provided by BIG.

Therefore, the parties agree as follows:

1. **SERVICES.** Pursuant to the terms and conditions of this Agreement, BIG will provide the services (collectively, the "Services") which are more fully described in each Scope of Work ("SOW") and/or the Services and Fees Addendum(s) which: (1) are attached hereto and incorporated herein or (2) are in force at the signing of this agreement or (3) may be subsequently provided to Client by BIG and agreed to by Client. It is understood and agreed that additional terms and conditions specified in each Scope of Work or Services and Fees Addendums will take precedence over conflicting terms and conditions in this Agreement. Under the terms of this Agreement, BIG may also provide additional and/or generic consulting or technical services (collectively "AD-HOC Services") that have not been described within a definitive "SOW" or Services and Fees Addendum.

2. DUTIES OF CLIENT.

a. **Assigned Representative.** Client agrees to designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Client's policies and make decisions with respect to the Services to be provided by BIG, including without limitation the decision to request and/or authorize additional services. Client also agrees to provide all criteria and full information as to Client's requirements for the services to be performed including but not limited to design objectives and constraints, performance requirements, and any budgetary limitations.

Client's representative, emergency phone number and email address is:

Contact Name: **City Treasurer & City IT Coordinator**

Phone Number: **570-327-7521 & 570-327-7501**

Email Address: **Treasurer@cityofwilliamsport.org & ccooley@cityofwilliamsport.org**



156 N. George Street, York, PA 17401
877.508.9983 | 717.854.9983

BUSINESSINFORMATIONGROUP.COM

b. Facility preparation. If BIG arrives at Client's facility or job site to begin services and is delayed due to Client's failure to properly prepare the facility as set forth in any Services and Fees Addendum(s), or any agreed upon Scope of Work, Client shall be liable for the costs incurred by BIG due to any delays or remobilization required due to said failure. If concealed, unknown, or unsafe conditions are encountered at the facility or job site during the performance of the Services, the agreement sum or agreement time shall be subject to equitable adjustment.

c. Insurance. Client shall provide adequate Owner's Liability and Owner's Property Insurance for all facilities that BIG will need to access or enter in order to complete the Services.

d. Waiver of Subrogation. BIG and Client waive all rights against each other, and any of their respective employees, agents, consultants and subcontractors for damages caused by risks covered by insurance referenced by this Agreement to the extent they are covered by that insurance, except such rights as they may have to the proceeds of such insurance. If the policies of insurance referred to in this article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the insureds under such policies will cause them to be so endorsed.

e. Backup of Files. Unless BIG is specifically under contract for backup services (as specified in a separate Services and Fees Addendum), Client is responsible for backing up all files and proprietary and confidential information and for maintaining a procedure for the reconstruction of lost or altered files, data or programs. BIG, its employees, agents and subcontractors shall not be liable for lost or altered files, data or programs, regardless of the reason or cause of action.

3. FEES. Client agrees to pay BIG all fees and charges ("Fees") as set forth in this Agreement or further detailed in any Services and Fees Addendum(s), or any agreed upon Scope of Work. Any AD-HOC Services provided shall be chargeable at BIG's current time and material rates at the time those services are performed.

4. PAYMENT.

a. Late Payments. Payment for BIG's services and expenses is due (30) days from the date of invoice. Past due payments will be assessed a service charge of one and one-half percent per month (18% per annum) or fraction thereof. BIG reserves the right to terminate or withhold Services if payment is not made within 90 days from date of invoice.

b. Taxes. In addition to the Fees set forth above, Client will pay to BIG or to the relevant taxing authority, as appropriate, any sales, use, goods and services, value added or other taxes payable under this Agreement (other than taxes levied or imposed on BIG's net income).

5. TERM AND TERMINATION.

a. Term. This Agreement will take effect upon execution by both parties. Unless terminated earlier, as permitted hereunder, each SOW and/or Services and Fees Addendum(s) shall terminate as indicated in that specific document or if unspecified, at the completion of and final payment for those specific services.

b. Termination for Breach. In addition to any other remedy available at law or in equity, either party may terminate this Agreement immediately, without further obligation to the other party, in the event of any material breach of this Agreement by the other party that is not remedied within 30 days after written notice of such breach.

c. Additional Termination Rights. In addition to the right of termination set forth in section 5.a, either party shall have the right to terminate this Agreement immediately in the event of (1) the filing of a voluntary or involuntary petition under any applicable bankruptcy or insolvency law, or (2) the appointment of a trustee or receiver or any equivalent thereof for the other party or its property.

d. Obligations Upon Termination. Promptly upon termination of this Agreement for any reason, Client will pay to BIG all Fees accrued pursuant to this Agreement and BIG will refund all unearned, prepaid fees, if any, to Client.

- e. **Termination.** This Agreement may be terminated by either party upon seven days written notice. In the event of any termination by BIG, BIG will be paid for all services rendered to the date of termination, plus such reasonable costs for bringing the Project to a logical and orderly conclusion, including formatting, processing and storing the Client's file for future retrieval and/or future use. If any equipment, including but not limited to software or hardware, was specially ordered, Client is obligated to pay for such items and BIG has no duty to return, scrap, salvage or take possession of the same. If the termination is for the Client's convenience or breach, BIG's shall be entitled to anticipated profit on the value of the services not performed by BIG, or 5% of the total fee, whichever is greater.
6. **EMPLOYEES.** BIG's employees and/or subcontractors, who perform services for Client under this Agreement shall also be bound by the provisions of this Agreement. At the request of Client, BIG shall provide adequate evidence that such persons are BIG's employees or subcontractors. Client recognizes that employees of BIG are valuable assets of BIG and agrees not to offer employment to employees of BIG without the prior written consent of an authorized officer of BIG.
7. **INTELLECTUAL PROPERTY.** BIG's Services and BIG's name and trademarks are the valuable intellectual property of BIG. All rights with respect to BIG's Services and BIG's name and trademarks, whether now existing or which may hereafter come into existence, which are not expressly granted to Client herein are reserved to BIG. Any goodwill generated through Client's use of BIG's name and trademarks shall inure solely to the benefit of BIG. BIG recognizes the confidentiality of the intellectual property held by Client and agrees that such property will not be transmitted, duplicated, reproduced, published or otherwise shared or communicated except for the sole benefit of Client.
8. **REFERENCES.** In the event that Services provided for Client make use of technologies from vendors with whom BIG maintains a partner relationship, BIG reserves the right to use client as a reference and thereby continue certification under the partner program. BIG also reserves the right to use Client as a referral, for business purposes only, to other companies and organizations. At no time will BIG disclose to a third party information that Client indicates is confidential.
9. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties with respect to the subject matter hereof. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
10. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
11. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
12. **LIMITATION OF LIABILITY.**

 - a. **Acts of God.** BIG shall not be liable for any failure to perform any obligation hereunder, or from any delay in the performance thereof, due to causes beyond its control, including, but not limited to industrial disputes of whatever nature, acts of God, public enemy, acts of government, failure of telecommunications, fire or other casualty.
 - b. **Special Damages.** Neither BIG nor Client shall be liable for any indirect, incidental, exemplary, special or consequential damages with respect to the subject matter, hereof, including, but not limited to, lost revenue or profits,

economic loss, loss of data, down time or Client liability to third parties, regardless of whether such damages could have been foreseen or prevented.

c. Aggregate Liability. Notwithstanding any provision contained herein to the contrary, in no event shall the aggregate liability of BIG or its affiliates and third party providers or any of their respective officers, directors, employees or agents to Client for damages, direct or otherwise, arising out of or in connection with this Agreement or any breach hereof exceed the lesser of the total Fees paid to BIG in the previous (6) calendar months or the total Fees actually paid to BIG for the portion of Services in dispute, regardless of the cause or form of action.

d. Reliance on Others. BIG shall have no liability for error or omission or for loss, harm or damage arising or resulting from: (1) erroneous or incomplete or inaccurate information obtained from other sources including but not limited to Client and/or Client's employees; (2) defects or bugs in third-party software, operating systems, utilities and/or development tools.

13. INDEMNIFICATION. To the extent of its negligence, each party shall defend, indemnify and hold the other party harmless from and against any and all claims, suits, actions, liabilities and demands of every kind or description (including but not limited to all costs, expenses and reasonable attorneys' fees on account thereof) that may be made: (a) by anyone for personal bodily injuries (including death) or damage (including theft) to or loss of property resulting from (i) the other party's acts or omissions, (ii) acts or omissions of persons furnished by the other party or any of its subcontractors, or (b) by persons furnished by the other party or any of its subcontractors under Worker's Compensation or similar acts.

14. GENERAL.

a. Similar Agreements. Nothing in this Agreement will be deemed to limit or restrict BIG from entering into similar agreements with any other persons.

b. Assignments. This Agreement will be binding upon and inure to the benefit of the parties, their respective personal representatives, and permitted successors and assigns. Client may not assign or otherwise transfer any of its rights or delegate any of its duties under this Agreement without the prior written consent of BIG, such consent not to be unreasonably withheld. It shall be considered reasonable withholding of consent to assign should Client request permission to assign to any entity which (1) BIG considers a competitor, (2) could harm BIG's reputation or (3) lacks sufficient assets to meet the obligations hereunder. BIG will respond to any written request for consent from Client within 30 days of receipt of such request, failing which consent will be deemed granted. BIG reserves the right, at its sole discretion and without need of permission from Client, to assign or transfer any of its rights and delegate any of its duties hereunder, in whole or in part, upon ten (10) days' notice to Client, to any service provider which, in the sole opinion of BIG, is able to provide the Services under this Agreement with the same quality as provided by BIG.

c. Applicable Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

d. Representations and Warranties. Each party hereto represents and warrants that: (1) it has the full right and power to enter into and fully perform this Agreement in accordance with its terms; (2) it has had the right, opportunity and time to consult with legal counsel of the party's choice; and (3) the execution, delivery and performance of this Agreement will not violate the provisions of any agreement to which it is a party or violate any applicable law or regulation.

e. Notices. Except as otherwise provided herein, whenever any notice, request, consent, approval or other communication shall be given by one party hereto to the other, such communication shall be in writing and shall be delivered by registered or certified mail, return receipt requested, addressed as follows or shall be delivered in email message to the contact listed below:

To Business Information Group:

156 North George Street
York, PA 17401
Attention: CEO
sdolmetsch@businessinformationgroup.com

To City of Williamsport:

245 West Fourth Street
Williamsport, PA 17701
treasurer@cityofwilliamsport.org

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, being duly authorized, have executed this Master Services Agreement, as of the day and year first above written.

Business Information Group, Inc.

By: _____
Authorized Signature

Name: James Tyndall
_____ *Print*

Title: _____

Date: _____

City of Williamsport

By: _____
Authorized Signature

Name: _____
Print

Title: Mayor

Date: _____

By: _____
Authorized Signature

Name: _____
Print

Title: Controller

Date: _____



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Services and Fees Addendum - Time and Material

THIS ADDENDUM is referenced in and incorporated in the Master Services Agreement between Business Information Group, Inc. ("BIG") and City of Williamsport ("Client") dated

All capitalized terms not defined herein shall have the meanings set forth in the Master Services Agreement.

SCOPE OF WORK

Software Consulting Services

ADDITIONAL SERVICES

Any service or equipment not listed above will be a chargeable item at the current rates charged by BIG unless otherwise specified.

Term

The "Initial Term" of this Agreement shall commence as of the date first written above and shall expire upon full completion of the Scope of Work as listed above.

Payment Terms

This is a Time-and-Material Agreement based on the following rates:

<u>ITEM</u>	<u>RATE</u>	<u>UNIT</u>
Time and Material	\$170.00	per Hour

In addition to labor expenses, expenses expected to be incurred for services rendered to complete the above Scope of Work include, but are not limited to, the following:

Travel costs will be billed at half rate

Client agrees to pay, in full, the Time-and-Material amounts incurred for services rendered to complete the above Scope of Work. If Client fails to remit, in full, a valid payment to BIG within 30 days of date of invoice, BIG reserves the right to immediately remove all hardware and/or software relating to the Scope of Work as listed above.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, being duly authorized, have executed this Addendum to the Master Services Agreement, as of the day and year first above written.

Business Information Group, Inc.

By: _____
Authorized Signature

Name: James Tyndall
Print

Title: _____

Date: _____

City of Williamsport

By: _____
Authorized Signature

Name: _____
Print

Title: Mayor

Date: _____

Signature (Controller): _____

Date: _____



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Customer Information Request Form

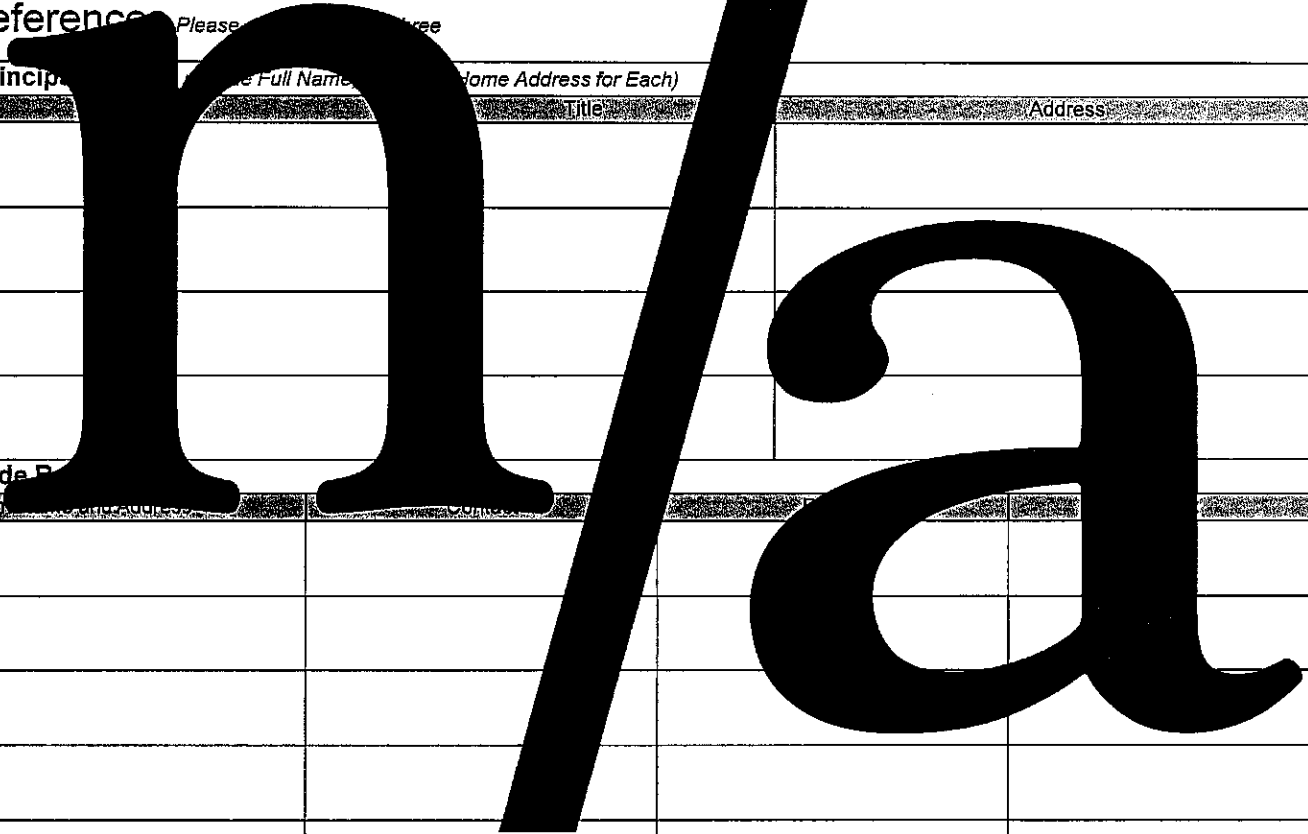
Business Information

General:	
Business Name: City of Williamsport	Federal Tax ID Number:
Legal Name: <i>(if different)</i>	Credit Limit Request: <i>(Financials may be requested)</i>
Address: 245 West Fourth, Williamsport PA 17701	Business Structure: <i>(Corporation, LLC, Partnership, Proprietor, etc.)</i>
Mailing Address: <i>(if different)</i>	Year Established:
Phone: 570-327-7521	Industry:
Fax:	Website: https://www.cityofwilliamsport.org/
Main Point of Contact:	
Name: Nicholas Grimes	Title: Treasurer & Tax Collector
Phone: 570-327-7521	Email: treasurer@cityofwilliamsport.org
Accounts Payable Contact	
Name:	Title:
Phone:	Email:
Sales Tax Exempt <i>(if exempt please provide exemption form)</i>	Sales Tax ID Number:
<input type="checkbox"/> Yes <input type="checkbox"/> No	

Credit Information:

Bank:		
Name:	Branch:	Contact:
Phone:	Fax:	Account Numbers:

Reference

Principal (Please Print Full Name)		Home Address for Each				
	Title	Address				
						
				1.		
				2.		
				3.		
				4.		
5.						

The information on this credit application is current and truthful. The information included in this credit application is for the use of BIG in judgement for commercial and consumer credit. The references provided in this credit application will be used from time to time, as will others that BIG becomes aware of. The terms and conditions of this credit policy override any other terms and conditions. In the event of a dispute, laws of the Commonwealth of PA will apply.

Treasurer & Tax Collector

Signing Officer

Title

Date

Policy Statement:

Initial order from new account will not be processed unless accompanied by the above requested information.

Terms:

Net 30 days from date of invoice unless otherwise stated. Any overdue accounts shall be subject to interest chargeable at the rate of 1.5% per month.



Business
Information
Group

Statement of Work Prepared for

City of Williamsport

Project: BBO Deployment
Job #: 16121

July 2, 2019

Presented by: Jamie Tyndall
Engineered by: Jamie Tyndall

Statement of Work

This Statement of Work (hereinafter called the "SOW"), entered into by and between City of Williamsport ("Client") and Business Information Group ("Contractor") is subject to the terms and conditions specified below.

Project Overview

Deploy Business Information Group Inc.'s Back Office tax application to enable The City of Williamsport, Pennsylvania to collect Local Services and Mercantile/Business Privilege taxes (LST/MBP).

Timeline

The Services shall commence and complete on dates to be determined upon execution of this SOW.

Project Team

NAME	COMPANY	TITLE
Jamie Tyndall	BIG	Manager of Application Development – Project Lead
Amy Graf	BIG	Technical Documenter
David Reyes-Ruelas	BIG	Development Consultant
Shawwna Staples	BIG	Project Manager

Scope of Work

Contractor shall provide services and deliverables necessary to complete the referenced project as defined in this SOW inclusively.

Services

- Work with city personnel to import data provided by the outgoing collector. This data will "seed" the new system to provide a historical view of tax transactions and allow the creation of new taxpayer accounts for collections and maintenance of converted accounts. This effort is expected to require 20-40 hours.
- Install the BIG Back Office tax server components on a server provided by The City. The Oracle Server and configuration needed is referred to in a document previously provided, "ROM Pricing 2018.docx". This is expected to require 6-8 hours.
- Install the BIG Back Office tax client components on three workstations provided by The City. This is expected to require 2-4 hours.
- Provide customization to the application as requested by The City. This item cannot be estimated. It will ultimately depend on needs that are uncovered as The City's personnel

become familiar with the product. Most of the product is expected to suit the city's needs "as is" with some changes needed to various components of the system (i.e. letters, etc.). The time for this customization cannot be estimated with precision.

- Provide training to tax office personnel and ongoing support as needed. This item is expected to require 16-24 hours + travel time and expenses.
- Provide 3 days onsite support during the "kickoff week" where the application goes live. This is expected to require up to 24 hours + travel time and expenses depending on the actual needs of The City's team.
- Provide ongoing support at then-current T&M rates as requested by The City, including on-site visits as needed.
- Project Management.

Deliverables

- The deliverables for this project are described above in the "Services" section.

Exclusions

- Any task, item, request or project not specifically outlined in the Scope of Work section is hereby omitted from this SOW.

Dependencies and Assumptions

Project Dependencies

The following items are critical and the successful initiation, operation and completion of this project depend on them. The table below lists the dependency items and the responsible party for the item.

ITEM	RESPONSIBILITY	COMMENTS
Operating Environment	Client	<p>Client will provide the necessary computing environment for the database, its' server and all workstations in this scenario.</p> <ul style="list-style-type: none"> • Database <ul style="list-style-type: none"> ○ The city will acquire the license needed for Oracle Database Standard Edition Two. ○ Current pricing from Oracle is posted online at https://www.oracle.com/assets/technology-price-list-070617.pdf. ○ Commercial pricing is listed here. The city may be able to secure governmental pricing through other channels.
Server	Client	<ul style="list-style-type: none"> • The physical or virtual server will be operating Microsoft Windows 2016 or later. • The server should have at least 16gb of memory. • Drives needed on the server:

		<ul style="list-style-type: none"> ○ System drive: 100gb ○ Application/Snapshot drive: 100gb ○ Database drive: 100gb ● Provide administrative rights to this server for BIG personnel to support the application and your users. ● Allow BIG to install our remote support tool (TeamViewer) on the server for unattended access.
Workstations for end users	Client	<ul style="list-style-type: none"> ● This scenario assumes each user will operate from an individual PC or laptop. ● An Intel i5 or similar/higher processor is highly recommended running at 2ghz or greater. ● Each machine should have 8gb of ram or higher. ● The application requires no local storage as the individual PCs or laptops will access the application from a share on the server. The local storage requirements are important for saving documents or other files generated by the application. ● Each workstation has the following software already licensed and installed: <ul style="list-style-type: none"> ○ Microsoft Office 2016 or later ○ An application capable of opening and printing PDF files (Adobe Acrobat Reader or similar). ● Allow BIG to set up each workstation that will utilize this software such that users can open a desktop sharing session, via TeamViewer, for remote support to be rendered.
Other hardware	Client	Other hardware such as printers is assumed to be available to the application's users and installed, maintained, and supported by your I/T staff.

Assumptions

The following are the assumptions made and are expected to be valid either throughout the project duration or at appropriate phases as applicable.

- All work will be performed during regular business hours.
- The contract amount is based on a continuous, uninterrupted work schedule. Unreasonable scheduled delays or non-scheduled delays after mobilization will require a change order. If a change order is required Business Information Group will stop work until approval of change order is received.
- All work is done on a T&M basis unless otherwise specified. The estimate provided in this Scope of Work is the expected maximum hours based on initial requirements gathering.

- Travel time will be billed at half the hourly rate. City of Williamsport is responsible for all expenses incurred during onsite interactions including but not limited to airfare, lodging, per diem, rental car, fuel etc. Travel time and expenses are not included in this estimate.
- A change order will only be requested when overages that exceed 10% of the estimate are expected.
- Your I/T staff will provide credentials for the application's operation and our remote support of the same.
 - Windows Credentials
 - We will require an account with membership in the "Administrators" group on the server that will host the BBO's Oracle Database.
 - Requires a "standard user" account on your domain to facilitate testing and support of the application on workstations.

Special Conditions

1. When this project is assigned to a developer for completion, the developer will contact the client to confirm the scope above and to confirm complete understanding of the project intent and the client's expectations. If the client is not available for this review, the project will not begin until the review can take place.
2. This estimate is our best estimate of the time it takes to discuss, estimate, format, and test your project. If we expect a significant overrun on the estimate, you will be notified before we continue with your project.
3. BIG will make corrections to items that are clearly defined in the original Pricing/Billable Project Estimate. If additional requests that are not defined above are added to the project, they will be estimated and billed on a separate work order.

Professional Service Fees

This engagement will be conducted on a Time & Materials basis, plus expenses and travel time. Travel time will be billed at half the hourly rate. Contractor will invoice Client for services pursuant to the SOW at the hourly rates described in the following table.

STANDARD RATE	PRIORITY RATE
\$170	1.5x Standard Rate

The standard rate applies to services performed during regular business hours (8:00 am to 5:00 pm EST, Monday through Friday, excluding holidays). For services scheduled outside these hours, a priority rate will apply.

No modifications or additions to the services pursuant to the SOW shall take place, unless otherwise agreed to by both parties via the project change control procedure, as outlined within. A Change Order (CO) specifying the amended value will be issued when overages exceeding 10% of the estimated fee are expected.



Out-of-Pocket Expenses

Client will be invoiced all costs associated with out-of-pocket expenses (including, without limitation, costs and expenses associated with meals, lodging, travel and any other applicable business expenses) listed on the invoice as a separate line item.

Completion Criteria

Contractor shall have fulfilled its obligations when any one of the following first occurs:

- Contractor accomplishes the Contractor activities described within this SOW, including delivery to Client of the materials listed in the Section entitled "Deliverable Materials," and Client accepts such activities and materials without unreasonable objections. No response from Client within 2-business days of deliverables being delivered by Contractor is deemed acceptance.
- Contractor and/or Client has the right to cancel services or deliverables not yet provided with 10 business days advance written notice to the other party.

Project Change Control Procedure

The following process will be followed if a change to this SOW is required:

- A Change Order (CO) will be the vehicle for communicating change. The CO must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Contractor or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it for further investigation or reject it. Contractor and Client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the Client Project Managers will sign the CO, which will constitute approval for the investigation charges. Contractor will invoice Client for any such charges. The investigation will determine the effect that the implementation of the CO will have on SOW price, schedule and other terms and conditions of the Agreement.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a Change Authorization will be executed.
- A written Change Authorization and/or CO must be signed by both parties to authorize implementation of the investigated changes.

Terms

This Statement of Work (SOW) is issued pursuant to the Consultant Services Master Agreement (the "Agreement") between City of Williamsport ("Client") and Business Information Group ("Contractor"). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the term of this Agreement, the terms of this SOW shall govern and prevail.

Schedule A

Connection Information

System Connection

- VPN (Cisco, Microsoft, Sonic, other)
- Remote Desktop Connection
- Citrix
- Web Based Remote Access (LogMeIn, Solarwinds)
- Cloud (Login Credentials)

Server/Database Names

Production, Testing & Development (as applicable)

- Application Server Name
- SQL Database Server
 - Server Name (The Application and SQL Server can be on the same machine)
 - SSMS (where will we run SSMS from to connect to SQL)
- Database Instance Name (Usually the same name as the SQL Database Name)
- Application Database Name
- SSRS Server Name (Usually the same name as the SQL Database Name)
- Crystal Reports (where is this installed for us to develop and test reports)

Credentials

Windows

- User and Password information used to log into the servers

SQL Credentials

- User and Password
 - Trusted Windows User (can be the same as the Windows User)
 - SQL User (needed if you do not have Crystal Reports)

Application

- **Vista:** VA User Profiles
 - Info Tab: Menu Administrator and Form Administrator should be checked.
 - Grant Tab
 - Grant Full Access button should be pressed. (required for form and report security for testing and setup)
 - Grant DBO button should be pressed. (not required if the SQL User above is already set as a SysAdmin)
Required to deploy SQL Objects (stored procedure, functions), troubleshooting SQL Agent Jobs and Vista Notifiers, making backups of the Viewpoint database for some customizations
- Other Applications:
 - System Administrator rights

****Note:** If you are unable or unwilling to provide direct access to your system a change order will be issued as this approach elongates the development process.