

CONTRACT

FOR SERVICES OVER \$20,000

*ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.

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This Contract for the purchase of security information and event management and security operations center services is entered into by and between Kinney Group, Inc. (herein referred to as "Contractor"), and the City of Columbus, Department of Technology (herein referred to as "City").

WITNESSETH

WHEREAS, the City has a need for security information and event management and security operations center services;

and WHEREAS, the Contractor has the necessary experience and expertise to provide said service; and

WHEREAS, this Contract is authorized by ordinance 2566-2017, passed by Columbus City Council on October 16, 2017;

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

ENTIRE AGREEMENT

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties. This Contract is subject to the Ohio Public Records Act.

1. Contract Term

The term of this Contract shall be one (1) year from the date of a purchase order certified/confirmed by the Columbus City Auditor's Office. This Contract shall not automatically renew. However, upon mutual agreement, the services may be continued for two (2) additional one-year terms. Future renewals of this agreement shall require appropriation and authorization of funds by the Council of the City of Columbus.

2. Maximum Obligation

The maximum amount to be paid under any purchase order associated with this Contract shall not exceed \$164,405.00 unless additional funds are appropriated and authorized.

3. Pricing and Scope of Services

The Contractor agrees to perform and invoice the Scope of Services as set forth **ON ATTACHED EXHIBIT A***.

*Contract is NOT valid if the Scope of Services is NOT attached.

No other costs, rates, or fees shall be payable to the Contractor for services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the City from the Contractor, and shall supersede any terms and conditions which may accompany Contractor's invoice/bid/estimate. Any and all verbal representations are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor.

The terms of the City's Professional Consultant Travel Reimbursement Policy notwithstanding, the City agrees that per diem for travel will be charged at a pass-through rate consistent with the approved GSA rates.

4. Equal Opportunity Clause

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3909.01, Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Article I, Title 39, may result in cancellation of this Contract.

5. Taxes

Federal or State taxes are not to be included on invoices for the described services. Contractor will be provided an exemption certificate, if needed.

6. City's Contract Administrator/Contract Administration

Bill Wight, Department of Technology (DoT) Manager will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Contractor's performance under this Contract.

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or