

Quote To:
Independence Power and Light
21500 E Truman Rd
Independence MO 64051
USA

OSI Sales Contact:
Name: Cindy Weybright
Phone: (763) 404-4349
Email: Cindy.Weybright@aspentech.com

Date:
8/1/2023
Valid Until:
9/30/2023

Attention:
Doug Haddan
(816) 325-7500
dhaddan@indepmo.org

Quote Description:
System Upgrade with DNP/IP Option

Description	Qty	Unit Cost	Unit	Extended Cost	
Base Quote					
OSI Software					
OSI Software and Support Adders	1	23,000.00	EA	US\$	23,000.00
OSI Software Subtotal:				US\$	23,000.00
Project Implementation					
Implementation	1	183,400.00	EA	US\$	183,400.00
Project Implementation Subtotal:				US\$	183,400.00
				Total: US\$	206,400.00

Customer Address Info:

Bill To:

City of Independence
P.O. Box 1019
Independence MO 64051-0519
USA

Ship To:

Independence Power and Light
21500 E Truman Rd
Independence MO 64051
USA

Payment Terms:

Net 30 Days

Milestone Payment Details:

15% Upon Quote Acceptance
30% Upon Hardware Staging at OSI
40% Upon Completion of Test System/QA Testing
15% Upon Project Cutover

Special Terms and Conditions:

1. Travel to not exceed \$12,000 without written agreement between OSI and COI.

Standard Terms and Conditions

1. All quoted prices are in US Dollars (\$), unless otherwise stated.
2. Travel and associated administrative costs are not included in this quote, and will be billed as incurred, unless otherwise stated.
3. Customer shall pay all applicable shipping and tariffs, unless otherwise stated.
4. Quoted price does not include applicable taxes, unless otherwise stated.
5. OSI will schedule all work upon receipt of the Customer's written acceptance, subject to OSI's resource availability.
6. Training, if applicable, will be provided at OSI's facility, unless otherwise stated.
7. Training Units may be used for up to 18 months from the date of purchase; any remaining unused Units will expire thereafter. One Training Unit is equivalent to one student attending one day of instruction for OSI University courses in Minneapolis (including Web-U courses).
8. Customer shall provide all relevant system information required for the work as needed (i.e. databases, displays, reports, IP addresses, networking information, RTU channel information, etc.) and shall be responsible for all delays caused by Customer's failure to do so in a timely manner.
9. Customer will have dedicated personnel available to assist OSI in the work, unless otherwise stated.
10. All third-party hardware purchased as part of this quote carries a standard OEM warranty, unless otherwise stated. All OSI hardware purchased as part of this quote carries a one-year warranty against defects from date of delivery, unless otherwise stated.
11. OSI does not guarantee that third-party goods will be available at time of quote acceptance. If third-party goods are not available, upon Customer's authorization, OSI will provide suitable replacements and bill any resulting cost differences to the Customer. Failure to timely authorize replacements may result in delays and/or need to re-quote.
12. When applicable, Customers subscribing to Gold or above Support Plans may be entitled to new software version updates without charge. With the exception of Diamond Plan subscribers, the Customer will be responsible to pay for any engineering services required to implement the software upgrades.
13. Unless otherwise agreed and quoted, Customer is responsible for all preparations for OSI's installation of software, hardware or services and any post-installation compatibility testing and compliance issues.
14. Customer will provide adequate environmental and power conditions onsite, unless otherwise stated.
15. Cutover is defined as the quoted functionality being operational with no outstanding critical incidents.
16. Any Quote(s) for system upgrade services require(s) that at the time of actual implementation Customer has a valid premium monarch™ Support plan which includes software upgrade privileges and that the system size or scope does not change dramatically between the issuance of the quote and implementation of the service.
17. Customer Furnished Hardware and Software: Customer shall provide all required third-party equipment and software ("CFE") for the Project except for the OSI-provided equipment identified in this quote. Customer shall be responsible to timely deliver all CFE to OSI in compliance with the mutually agreed upon Project Schedule for integration with the OSI software. Customer shall pay all shipping and insurance costs both to and from OSI and shall be responsible for all CFE warranties.
18. Export Controls:
 - 18.1. Customer represents: It is not a citizen, national, or resident of, and is not under control of, the government of Cuba, Iran, Libya, North Korea, Syria, nor any country to which the United States has prohibited export and that it is not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor is it listed on the United States Department of Commerce Table of Denial Orders.
 - 18.2. Customer agrees that it will not export or re-export the Product(s), directly or indirectly, to the above mentioned countries nor to citizens, nationals or residents of those countries nor to any entity so listed on any of the above mentioned lists.
 - 18.3. Customer agrees that it will not use the Product(s) for, and will not allow the Product(s) to be used for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction.
 - 18.4. The requirements of 18.2 and 18.3 above apply to all Product(s) purchased or licensed to Customer from OSI, whether included in this quote or purchased or licensed previously.

Notice: OSI's quote is based upon Customer's acceptance of all applicable Terms and Conditions. Requests for additions to, deletions of, or different Terms and Conditions, may require a revised quote and/or additional costs or schedule delays.