



Amendment No. 10
to
Contract No. NC120000012
for
Hosting City Data Portal
between
Socrata, Inc. (Contractor)
and the
City of Austin

1.0 The above referenced contract is amended as follows:

Adding an Administrative Increase of \$61,000 to the available authority.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Contract Term: 11/10/11 – 11/9/12	\$66,000.00	\$66,000.00
Amendment No. 1: Added more performance requirements to Exhibit A 1/10/12	\$0.00	\$66,000.00
Amendment No. 2: Option 1 11/10/12-11/9/2013	\$36,000.00	\$102,000.00
Amendment No. 3: Option 2 11/10/13-11/9/2014	\$36,000.00	\$138,000.00
Amendment No. 4: Option 3 11/10/14 -11/9/2015	\$36,000.00	\$174,000.00
Amendment No. 5: Added additional services per quote dated 6/24/15	\$17,000.00	\$191,000.00
Amendment No. 6: Deleting remaining 12-month option, adding 60-month term 11/10/15 – 11/9/2020	\$1,200,000.00	\$1,391,000.00
Amendment No. 7: Administrative increase	\$38,175.00	\$1,429,175.00
Amendment No. 8: Administrative increase Added additional services per quote dated 4/23/18	\$37,920.00	\$1,467,095.00
Amendment No. 9: Incorporate Software as a Service Agreement	\$0.00	\$1,467,095.00
Amendment No. 10: Administrative increase 7/9/19	\$61,000.00	\$1,528,095.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

5.0 All other terms and conditions remain the same.

By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

Authorized Representative:

Contractor Signature: _____

Printed Name: _____

Date: _____

Socrata, Inc.
705 5th Avenue South, Ste. 600
Seattle, WA 98104

Signature: _____

City of Austin Purchasing Office

Printed Name: _____

Date: _____

City of Austin
124 W. 8th St., Ste. 310
Austin, TX 78701



Amendment No. 9
to
Contract No. NC120000012
for
Hosting City Data Portal
between
Socrata, Inc. (Contractor)
and the
City of Austin

1.0 The above referenced contract is amended as follows:

Incorporate Software as a Service Agreement, including Exhibits A, B, and C.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Contract Term: 11/10/11 – 11/9/12	\$66,000.00	\$66,000.00
Amendment No. 1: Added more performance requirements to Exhibit A 1/10/12	\$0.00	\$66,000.00
Amendment No. 2: Option 1 11/10/12-11/9/2013	\$36,000.00	\$102,000.00
Amendment No. 3: Option 2 11/10/13-11/9/2014	\$36,000.00	\$138,000.00
Amendment No. 4: Option 3 11/10/14 -11/9/2015	\$36,000.00	\$174,000.00
Amendment No. 5: Added additional services per quote dated 6/24/15	\$17,000.00	\$191,000.00
Amendment No. 6: Deleting remaining 12-month option, adding 60-month term 11/10/15 – 11/9/2020	\$1,200,000.00	\$1,391,000.00
Amendment No. 7: Administrative increase	\$38,175.00	\$1,429,175.00
Amendment No. 8: Administrative increase Added additional services per quote dated 4/23/18	\$37,920.00	\$1,467,095.00
Amendment No. 9: Incorporate Software as a Service Agreement	\$0.00	\$1,467,095.00

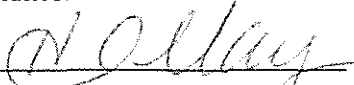
3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

5.0 All other terms and conditions remain the same.

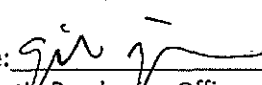
By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

Authorized Representative:

Contractor Signature: 

Printed Name: Hannah May
Senior Corporate Attorney

Date: 12/4/18

Signature: 

City of Austin Purchasing Office
Printed Name: Gil Bilka

Date: 12/4/18

Socrata, Inc. (a wholly owned subsidiary of
~~705 5th Avenue South, Ste. 600~~ Tyler Technologies Inc.
~~Seattle, WA 98104~~)

City of Austin
124 W. 8th St., Ste. 310
Austin, TX 78701

255 South King Street
Suite 1100
Seattle, WA 98104



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Socrata, Inc., a wholly owned subsidiary of Tyler Technologies, Inc. ("Socrata"), and the City of Austin, Texas ("Client").

WHEREAS, Client selected Socrata to provide the certain items set forth in the Investment Summary, including providing Client with access to Socrata's proprietary software products, and Socrata desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Socrata and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Alert"** means a message that is delivered when Client-defined thresholds are exceeded.
- **"API"** means application-programming interface.
- **"API Calls"** means any request made by a client against a SaaS Service. After the initial twelve (12) months of the Agreement, and again every twelve months thereafter, the pricing for the SaaS Services, based on the API Calls, will be adjusted to the correlating pricing terms based on the average of the number of API Calls over the previous six (6) months.
- **"Client"** means City of Austin, Texas.
- **"Client Data"** means data, datasets, files, information, content and links uploaded or provided by client through the use of the SaaS Services, but excluding Third Party Services.
- **"Data Storage"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Documentation"** means any online or written documentation and specifications related to the use of the SaaS Services that we provide, including instructions, user guides, manuals, and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Monthly Active Users"** means a user that accesses the SaaS Services more than ten times per month. The number of Monthly Active Users that are authorized to use the SaaS Services for the Agreement are identified in the Investment Summary. Unless otherwise agreed to, after the initial twelve (12) months of the Agreement, and again every twelve months thereafter, the pricing for the SaaS Services, based on the Monthly Active Users, will be adjusted to the correlating pricing terms, based on the average of the number of Monthly Active Users for the previous six (6) months.

- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary. SaaS Fees may be listed or referred to as Recurring Fees in Exhibit A.
- **“SaaS Services”** means Socrata’s off the shelf, cloud-based software service and related services, including maintenance and support services, as specified under this Agreement. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement described in Section C of this Agreement.
- **“Support Policy”** means the Client support policy applicable to you for the SaaS Services pursuant to this Agreement. A copy of our current Client Support Policy can be found at <https://support.socrata.com>.
- **“Statement of Work”** means the agreed upon scope of services and industry standard implementation plan describing how Socrata’s other services will be provided, the roles and responsibilities of the Client in connection to the implementation. If applicable, the Statement of Work is attached as Exhibit C.
- **“Third Party Services”** means if any, third party web-based services, including but not limited to third party stock photos and third party map location services which are provided at no additional charge to you through this Agreement.
- **“Socrata”** means Socrata, a wholly owned subsidiary of Tyler Technologies, Inc., a Delaware corporation.
- **“we”, “us”, “our”** and similar terms mean Socrata.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. Socrata grants to Client the non-exclusive, non-assignable limited right to use the SaaS Services on a subscription basis up to the usage limits in the Investment Summary. The SaaS Services will be made available to Client according to the terms of the SLA. Client may use the SaaS Services to access updates and enhancements to the SaaS Services, as further described in Section C(8).
2. SaaS Fees. Client agrees to pay Socrata the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Monthly Active Users, API usage, and the amount of Data Storage required. Client may add additional users or additional data storage on the terms set forth in Section H(1).
3. Ownership.
 - 3.1 Socrata retains all ownership and intellectual property rights to the SaaS Services, as well as anything developed by us under this Agreement.
 - 3.2 When Client uploads or provides Client Data to Socrata’s SaaS, Client grants to Socrata a perpetual non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license to use, reproduce, publicly display, distribute, modify, create derivative works of, and translate the Client Data as needed in response to a Monthly Active User’s use of the SaaS Services, or otherwise use by Public Users. Socrata may use aggregate anonymized data within the SaaS Services for purposes of enhancement of the SaaS Services, aggregated statistical analysis, technical support and other internal business purposes.
 - 3.3 Socrata reserves the right to develop derivative data assets based on Client’s publicly available data. These uses might include but aren’t necessarily limited to: aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets, developing key performance indicators and benchmarks.
 - 3.4 While Socrata agrees to never commercially sell data Client makes publicly available, we reserve the right to commercially sell derivative data assets we create based on Client’s public data.



- 3.5 Socrata may create derivative data assets and insights based on aggregated, anonymized views of Client's internally accessible private data for the purposes of the enhancement of the SaaS Services, aggregated statistical analysis, technical support and other internal business purposes.
- 3.6 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 3.7 Client retains all ownership and intellectual property rights to the Data. Client expressly recognizes that except to the extent necessary to carry out our obligations contained in this Agreement, Socrata does not create or endorse any Data used in connection with the SaaS Services. During the term of the Agreement, Client may export Client Data as allowed by the functionality within the SaaS Services.
- 3.8 If Client provides feedback or suggestions about the services, then Socrata (and those it allows to use its technology) may use such information without obligation to Client.
4. Restrictions. You may not: (a) except as explicitly provided for herein, make the SaaS Services or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services or Documentation available to any third party other than as expressly permitted by this Agreement; (e) use the SaaS Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (f) interfere with or disrupt the integrity or performance of the SaaS Services (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Socrata's prior written consent); or (g) attempt to gain unauthorized access to the SaaS Services or its related systems or networks.
5. Reservation of Rights. The SaaS Services, other services, workflow processes, user interface, designs, and other technologies provided by Socrata pursuant to this Agreement are the proprietary property of Socrata and its licensors. All right, title and interest in and to such items, including all associated intellectual property rights, remain only with Socrata. Client may not remove or modify any proprietary marking or restrictive legends from items or services provided under this Agreement. Socrata reserves all rights unless otherwise expressly granted in this Agreement.
6. Access and Usage by Internal Client Users and Contractors. You may allow your internal users and third-party contractors to access the SaaS Services and any technical or policy controls, in compliance with the terms of this Agreement, which access must be for your sole benefit. You are responsible for the compliance with this Agreement by your internal users and contractors.
7. Public Users. The SaaS Services provide you with functionality to publish all or part of Client Data to the general public through one or more public facing websites. Client determines which Client Data is shared publicly, and Client is responsible for determining the online terms of use and licenses relative to the use by public users ("Public User") of Client Data, and the enforcement thereof. Once an internal user publicly publishes Client Data using the SaaS Services, Socrata has no control over a Public User's use, distribution, or misuse of Client Data. Socrata has no liability or obligation to indemnify for such usage. Users have the ability within the SaaS Services to remove the public setting applied to Client Data and revert it back to a

private setting. Client is solely responsible for which Client Data you choose to make public, and what terms apply to any Client Data which is made public.

8. Your Responsibilities. Client (i) must keep its passwords secure and confidential; (ii) is solely responsible for all activity occurring under its account; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Socrata promptly of any such unauthorized access; (iv) may use the SaaS Services only in accordance with the Documentation; and (v) shall comply with all federal, state and local laws, regulations and policies of Client, as to its use of the SaaS Services, Client Data, and instructions to Socrata regarding the same.
9. Socrata Support. Socrata will provide Client support for the SaaS Service at the Support Level indicated in the Investment Summary under the terms of Socrata's Client Support Policy ("Support") which is located at support.socrata.com; Socrata will report scheduled maintenance windows, outages or other events affecting Client on Socrata's support site.
10. Client Data Backup. Client is providing Socrata a copy of Client Data. Client acknowledges and understands that Socrata and the SaaS Services are not the system of record of Client Data. Any laws and regulations governing Client for retention of Client Data remains Client's responsibility. CLIENT IS SOLELY RESPONSIBLE FOR BACKING UP CLIENT DATA unless otherwise specially agreed in writing between Socrata and Client.
11. API. Socrata will provide access to the applicable application-programming interface ("API") as part of the SaaS Services under the terms of this Agreement. Subject to the other terms of this Agreement, Socrata grants Client a non-exclusive, nontransferable, terminable license to interact only with the SaaS Services as allowed by the current API.
 - a. Client may not use the API in a manner--as reasonably determined by Socrata--that exceeds the evaluation purposes defined in the Investment Summary, constitutes excessive or abusive usage, or fails to comply with any part of the API. If any of these occur, Socrata can suspend or terminate Client's access to the API on a temporary or permanent basis.
 - b. Socrata may change or remove existing endpoints or fields in API results upon at least 30 days' notice to Client.. Socrata may add new endpoints or fields in API results without prior notice to Client.
 - c. The API may be used to connect the SaaS Services to certain hosted or on premise software applications not provided by Socrata ("Non-Socrata Applications"). Client is solely responsible for development, license, access to and support of Non-Socrata Applications, and Client's obligations under this Agreement are not contingent on access to or availability of any Non-Socrata Application.
 - d. Socrata does not own any open source code that may be provided with the API, and it is provided as a convenience to you. Such open source code is provided AS IS and is governed by the applicable open source license that applies to such code.
12. Data Security Measures. In order to protect your Confidential Information, we will: implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Confidential Information; (ii) implement and

maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (iii) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (iv) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures).

13. **Notice of Data Breach.** If Socrata knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this agreement, we will alert Client of any such data breach in accord with applicable law, and take such actions as may be necessary to preserve forensic evidence and return the SaaS Services to standard operability. If so required, Socrata will provide notice in accordance with State data breach notification laws.

SECTION C – OTHER SERVICES

1. **Other Services.** If applicable, Socrata will provide Client the various implementation-related services itemized in the Investment Summary.
2. **Other Services Fees.** If applicable, Client agrees to pay Socrata the other services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. Client acknowledges that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. **Additional Services.** If applicable, the Statement of Work and Investment Summary, found in the Attachments to this Agreement, contain the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. Unless otherwise noted therein, the price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. **Cancellation.** If travel is required, Socrata will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if Client cancels services less than two (2) weeks in advance (other than for Force Majeure or breach by us), Client will be liable for all (a) non-refundable expenses incurred by Socrata on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. **Services Warranty.** We will perform the services in a professional manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. **Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation

services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Client Assistance. You acknowledge that the implementation of the SaaS Services is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

8. **Service Level Agreement & Warranty.**

8.1 Service Warranty. Socrata warrants to Client that the functionality or features of the SaaS Services will perform as communicated to Client in writing but Socrata has the right to update functionality. The Support policies may change but will not materially degrade during the term. Socrata may deprecate features upon at least 30 days' notice to Client, but Socrata will use commercially reasonable efforts to support the previous features for at least 6 months.

8.2 Uptime Service Level. We will use commercially reasonable efforts maintain the online availability of the SaaS Service for a minimum of availability in any given month as provided in the chart below (*excluding* maintenance scheduled downtime, outages beyond our reasonable control, and outages that result from any issues caused by you, your technology or your suppliers or contractors, Service is not in the production environment, you are in breach of this Agreement, or you have not pre-paid for SaaS Fees for the Software as a Service in the month in which the failure occurred).

Availability SLA

Credit

99.9%

3% of monthly fee for each full hour of an outage that adversely impacted Client's access or use of the SaaS Services (beyond the warranty).

Maximum amount of the credit is 100% of the prorated SaaS Service Fees for such month, or \$1,800.00, whichever is less, and the minimum credit cannot be less than \$100.00.

8.3 Limited Remedy. Your exclusive remedy and our sole obligation for our failure to meet the warranty under Section C(8.2) is the provision by us of the credit for the

applicable month, as provided in the chart above (if this Agreement is not renewed then a refund in the amount of the credit owed), for the month; provided that you notify us of such breach of the warranty within thirty (30) days of the end of that month.

SECTION D – THIRD PARTY SERVICES

1. Third-Party Platform Service. Client will be provided with access and usage of Third-Party Services through use of the SaaS Services. Client must agree to such Third-Party Service contracts if Client chooses to use those Third-Party Services. Third-Party Services will be solely governed by such Third-Party Service contracts, and are provided as-is.
2. Disclaimer. You acknowledge that we are not the provider of any Third-Party Platform Services. We do not warrant or guarantee the performance of the Third Party Platform Services.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered item does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM, TERMINATION, and SUSPENSION OF SaaS SERVICES

1. Term. The initial term of this Agreement is one (1) year from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, Client will pay Socrata for all undisputed fees and expenses related to the SaaS services, products, and/or other services you have received, or Socrata has incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than Client's termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

- 2.1 Failure to Pay SaaS Fees. Client acknowledges that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue your access to the SaaS Services. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
- 2.2 For Cause. If Client believes Socrata has materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). Client may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
- 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
- 2.4 Lack of Appropriations. If Client should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
- Fees for Termination without Cause during Initial Term. If Client terminates this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if Socrata terminates this Agreement during the initial term for Client's failure to pay SaaS Fees, Client shall pay 100% of the SaaS Fees through the date of termination plus 75% of the SaaS Fees then due for the remainder of the initial term.
- 2.5 Trial Service. Any no-cost trial service to which Client has access may be terminated at any time by either party with fifteen (15) days' prior written notice.
3. Return of Client Data. Upon request, Socrata will make the SaaS Services available to Client to export Client Data for a period of sixty (60) days following the termination of this Agreement. After such sixty (60) day period has expired, we have no obligation to maintain Client Data and may destroy the Client Data.
4. Return of Socrata Property. Upon termination of this Agreement, Client agrees to destroy or return all property of Socrata's that is in your possession. Upon our request, you will confirm your compliance with this requirement in writing.
5. Suspension of Service. Although we have no obligation to screen, edit or monitor the Client Data or Public User content posted on SaaS Services, if, in our reasonable judgment, we discover your use of the SaaS Services threatens the security, integrity, stability, or availability of the SaaS Services, or is otherwise in violation of this Agreement, we may temporarily suspend the SaaS Services, or Monthly Active Users' access thereto. Unless Client has conducted unscheduled penetration testing or unscheduled performance testing, Socrata will use commercially reasonable efforts to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension. Any unscheduled penetration testing or unscheduled performance testing conducted by Client will result in immediate suspension of the SaaS Services.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 Socrata will defend Client against any third party claim(s) that the SaaS Services or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Socrata's obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on Client's use of the SaaS Services in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If Socrata receives information concerning an infringement or misappropriation claim related to the SaaS Services, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Services immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the SaaS Services consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and Client's use of the SaaS Services is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 Socrata will indemnify and hold harmless Client and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our gross negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.1.2 Socrata's obligations under this Section G(2) will not apply to the extent the claim or adverse final judgment is based on Client's use of the SaaS Services in contradiction of this Agreement.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. WHILE SOCRATA TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SAAS SERVICES, SOCRATA DOES NOT GUARANTEE THAT THE SAAS SERVICES CANNOT BE COMPROMISED. YOU UNDERSTAND THAT THE SAAS SERVICES MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR**

LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE BY YOU. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Federal Application.** If applicable, the SaaS Services and Documentation are a “commercial item,” as that term is defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation,” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government End Users acquire only those rights in the SaaS Service and the Documentation that are provided under this agreement.
3. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
4. **Dispute Resolution.** Client agrees to provide Socrata with written notice within thirty (30) days of becoming aware of a dispute. Client agrees to cooperate with Socrata in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If parties fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of the parties may assert their respective rights and

remedies in a court of competent jurisdiction. Nothing in this section shall prevent Client or Socrata from seeking necessary injunctive relief during the dispute resolution procedures.

5. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
6. Nondiscrimination. Socrata will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
7. E-Verify. Socrata has complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
8. Subcontractors. Socrata will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
9. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
10. Force Majeure. Except for Client's payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
11. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
12. Agreement; Amendment. In the event of any inconsistency between this Agreement and prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory, this Agreement shall control. This Agreement may only be modified by a written amendment signed by an authorized representative of each party. Except as expressly provided by amendment, all of the terms and provisions of this Agreement will remain in full force and effect.
13. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.



14. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
15. Independent Contractor. Socrata is an independent contractor for all purposes under this Agreement.
16. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
17. Client Lists. Client agrees that Socrata may identify you by name in client lists, marketing presentations, and promotional materials.
18. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law ("Confidential Information"). Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the United States or the laws of your state of domicile, without regard to its rules on conflicts of law.



21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

23. Contract Documents. This Agreement includes the following exhibits:

- | | |
|-----------|------------------------------|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| Exhibit C | Statement of Work |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Socrata, Inc., a wholly owned subsidiary of
Tyler Technologies, Inc.

City of Austin, Texas

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Austin
Communication Technology Management (CTM)
PO Box 1088
Austin, TX 78767
Attn: Accounts Payable

Copy to:
Socrata, Inc.
255 South King Street, Suite 1100
Seattle, WA 98104
Attention: Kevin Merritt

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EXHIBIT A INVESTMENT SUMMARY

The following Investment Summary details the items to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.



Quoted By: Steve Moerbe
 Quote Expiration: 11/30/2019
 Quote Name: City of Austin (TX) - SCGC
 Quote Number: 2018-58205
 Quote Description: SCGC 1 Year
 Contract Start Date: 11/1/2018
 Contract End Date: 10/31/2019

Sales Quotation For
 City of Austin
 301 Congress Ave Ste 200
 Austin, TX 78701-2943
 Phone: +1 (800) 926-2282

Summary	One Time Fees	Recurring Fees
Total Tyler Annual		\$359,200.00
Total Tyler Services	\$0.00	
Summary Total	\$0.00	\$359,200.00
Contract Total	\$359,200.00	

Tyler Software and Related Services - Annual

Description	Quantity	List Price	Sales Price	Net Price
Software				
Socrata Connected Government Cloud - Agency Edition	1	\$494,845	\$359,200	\$359,200
TOTAL:				\$359,200

Professional Services

Description	Quantity	List Price	Sales Price	Net Price
Socrata Consultant	296	\$254	\$75,184	\$0
TOTAL:				\$0

Socrata, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Product	SKU	Description
Socrata Consultant	SOC-SRV-00500	Socrata Consultant (professional services). Socrata Consultants will provide expertise and best practices in data extraction, transformation, standardization and consumability. Using data to manage performance to results. Price is per hour.
Socrata Connected Government Cloud - Agency Edition	SOC-SCGC-AGE	Socrata Connected Government Cloud - Agency: The full Socrata product suite. Limits: Up to 75 Monthly Active Users, Up to 2M External API calls, Up to 6TB of data storage, Up to 20K Alerts/month. Includes Support and Education. Excludes: Set-Up

- Billing Inquiries. Any billing inquiries by Customer should be directed to Socrata's Billing Department at 206.340.8008, fax at 206.452.2010, email at accounts_receivable@Socrata.com or by writing Billing Department, 255 South King Street, Suite 1100, Seattle, WA 98104. Unless expressly set forth in the Order, fees in the order are exclusive of taxes, travel and expenses, and third party reseller fees.
- No PO Terms Apply. Pre-printed additional or conflicting terms included in Customer's purchase order form do not apply to this order and are rejected by Socrata (unless Socrata physically signs the Customer purchase order).
- Binding When Signed by Both Parties. This order is binding upon signature of both parties (except if the purchase is administered through a reseller leveraging a contract vehicle (e.g., GSA, NASPO), then this order is binding when Socrata accepts the purchase order from reseller).
- Governing Agreement. This order is governed by (a) the written platform services agreement signed by both parties; (b) if no written agreement is signed, then the Terms of Service found at <https://socrata.com/terms-of-service/>; or (c) if through reseller leveraging a contract vehicle (e.g., GSA, NASPO), the then-current Socrata GSA platform subscription at http://www.carahsoft.com/application/files/1814/8806/0631/Mod_-_1000_-_Socrata_CSA_and_Carahsoft_Rider_-_GSA-vetted_and_approved_1....pdf, which is incorporated herein by reference. (Agreement).
- Prime Contracting Issues. If Customer is a Prime Contractor, the Prime Contractor is deemed the "Customer" under this order, the end user is the user of the software services, and Socrata is a third-party software service provider. Prime Contractor is responsible for all payments under this order.
- Customer Billing Contact. If Customer requires a purchase order for Socrata to receive payment, a purchase order must be approved and a copy submitted together with this order by reference. If Customer does not issue purchase orders, Customer hereby provides the reference number and billing address for all invoices and agrees to promptly update Customer should such information change.

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EXHIBIT B INVOICING AND PAYMENT POLICY

We will provide you with the items set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable items in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Service Fees.** SaaS Service Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Unless otherwise set forth in the Investment Summary, after the initial twelve (12) months of the Agreement, and again every twelve months thereafter, the pricing for the SaaS Services, based on the Monthly Active Users, will be adjusted to the correlating pricing terms, based on the on the average of the number of Monthly Active Users for the previous six (6) months.
2. **Other Items and Services.**
 - 2.1 *Implementation and Other Services:* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.2 *Other Fixed Price Services (including education):* If applicable, fixed price services are invoiced upon complete delivery of the service.

Payment. Payment for undisputed invoices is due within thirty (30) days of receipt of invoice. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating



EXHIBIT C

STATEMENT OF WORK

City of Austin, Texas

Statement of Work: Blueprint Program: Upgrade to Socrata Connected Government Cloud and Performance Optimization Cloud

Socrata Connected Government Cloud

Oct 5, 2018



Document purpose	<u>2020204</u>
Program Summary	<u>2020204</u>
Current State	<u>2020205</u>
Proposed Future State	<u>2121215</u>
Implementation Summary	<u>2222226</u>
Blueprint Upgrade to Socrata Connected Government Cloud and Internal Data Sharing	<u>2323237</u>
Summary of Scope	<u>2323237</u>
Success Criteria	<u>2424248</u>
Implementation Stages, Activities and Deliverables	<u>2424248</u>
Workstream 1: Planning and Education	<u>2525258</u>
Workstream 1 Activities	<u>2525258</u>
Deliverables	<u>2525259</u>
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Workstream 3 Activities	<u>26262610</u>
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Workstream 5 Activities	<u>27272711</u>
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Launch Activities	<u>28282812</u>
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SOW Assumptions and Responsibilities	<u>30303014</u>
City of Austin Responsibilities	<u>30303014</u>
Socrata Responsibilities	<u>31313115</u>
Completion Criteria	<u>32323216</u>
Estimated Schedule	<u>32323216</u>



SOW Term and Hours

32323216

Appendix A – Program Change Management Procedure

34343418

Document purpose

The document outlines activities and deliverables that Socrata, Inc. (Socrata) will provide to City of Austin, Texas. This Statement of work (SOW), details the plan, the tasks and responsibilities that will be completed to deploy the Platform Service(s) and associated consultation. It also outlines expectations for City's participation in the Plan.

Program Summary

Socrata will work with City of Austin, Texas, to advance the way they currently use data internally and externally for decision making, analysis and tracking progress toward priority outcomes. Socrata has been a long-standing partner for the City and is well positioned to iterate on the tools and processes currently in place, maximizing the time to value in upgrading the City data sharing platform to the Socrata Connected Government Cloud (SCGC). Our Global Services team proposes a combination of technology upgrades, data migrations, data governance and data automation consulting services to propel City's current Open data programs with speed and efficiency over to the Socrata Connected Government Cloud.

As part of the technology and process upgrade, Socrata proposes the creation of an internal data sharing site, which will serve as the secure, internal enterprise data repository for the City of Austin. The Socrata Connected Government Cloud (SCGC) will serve as the platform by which the City will be house data for internal data sharing amongst departments/divisions and other relevant agencies. This SCGC will securely house data that is intended for internal data sharing, including some data that will also have public applications. Socrata proposes to accomplish this with the following proposed changes

- ❖ Centralizing and codifying data so that decision makers and line-of-business (LOB) users can quickly and easily access data;
- ❖ Providing internal security and permissioning that ensures the right people are able to access the right data;
- ❖ Automating data in near real-time so that reports, KPIs, alerts and (most importantly) decisions are based off a single and accurate truth;
- ❖ Arming users with visualization and mapping tools, contextualized reporting, KPI builders and dashboards.

The combination of Socrata's Connected Government Cloud Platform and its Blueprint Methodology, led by seasoned former government leaders, will provide the City of Austin with the technical expertise and platform, as well as the consultation and models that ensure adoption and utility, not merely a launched platform. This implementation will focus on the following:

- ❖ Setup the SCGC platform with the City of Austin's established governance processes to facilitate internal data sharing for the prioritized data sources identified by the City staff
- ❖ Establish a process whereby the City staff can publish information to the Open Data portal using a robust internal approval process
- ❖ Through this initiative, ensure a baseline Internal Data Program that aims to publish and share information internally and externally is established and the City of Austin has an ongoing solution for their reporting and data sharing efforts in the future.

Current State

The City has an extremely robust Open Data Program that is facilitated through their [Open Data Portal](#). The portal serves as the data store for all information that is shared publicly as well as data that is for their

Performance portals (i.e. <https://performance.austintexas.gov/>). The current state diagram below shows how the Portal is used to both facilitate public data sharing as well as the source for a number of performance dashboards and external dashboards.

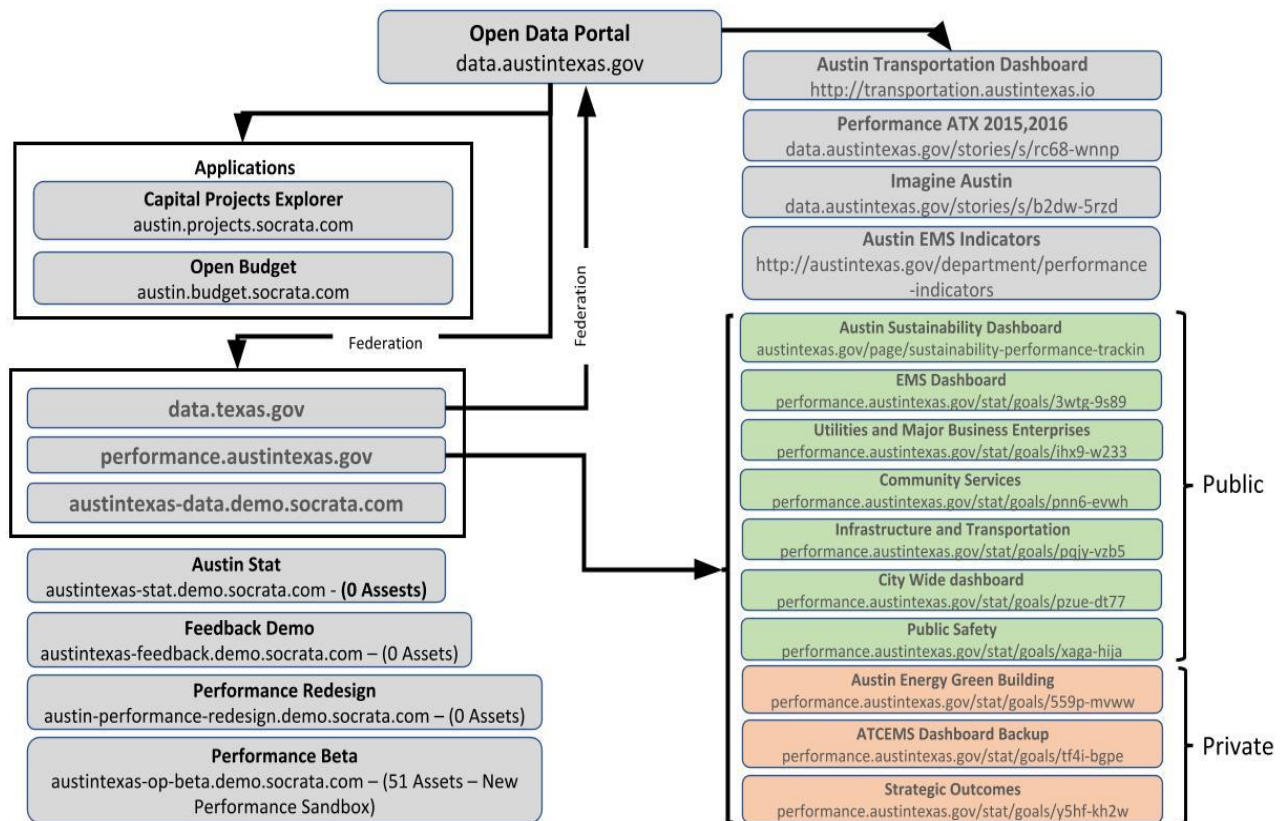


Figure 1.0: City of Austin, current technical setup of Open data properties.

Proposed Future State

As part of the upgrade to Socrata Connected Government Cloud, Socrata will work with the City to identify datasets that are used for purely public consumption and those that are used for public and private sharing. This is part of the efforts to ensure that all data required to be shared privately are first done through the SCGC platform and are then, through an approval process, published to the Open Data Portal (<https://data.austintexas.gov/>). In the future, all new datasets that are shared internally will always be published to the internal site and then as needed made public and federated to the ODP. Data intended primarily for public consumption will remain on the Open Data Portal to ensure that the City can continue to leverage the Open Data portal brand, and because a number of existing applications and external sites use data published on the ODP. The diagram below depicts the proposed future state with an internal data sharing site and the existing Open Data Portals and other Socrata properties. The performance dashboards that now reside on the new performance optimization cloud will have datasets hosted on the ODP (for public dashboards) and on the internal site (for internal dashboards).

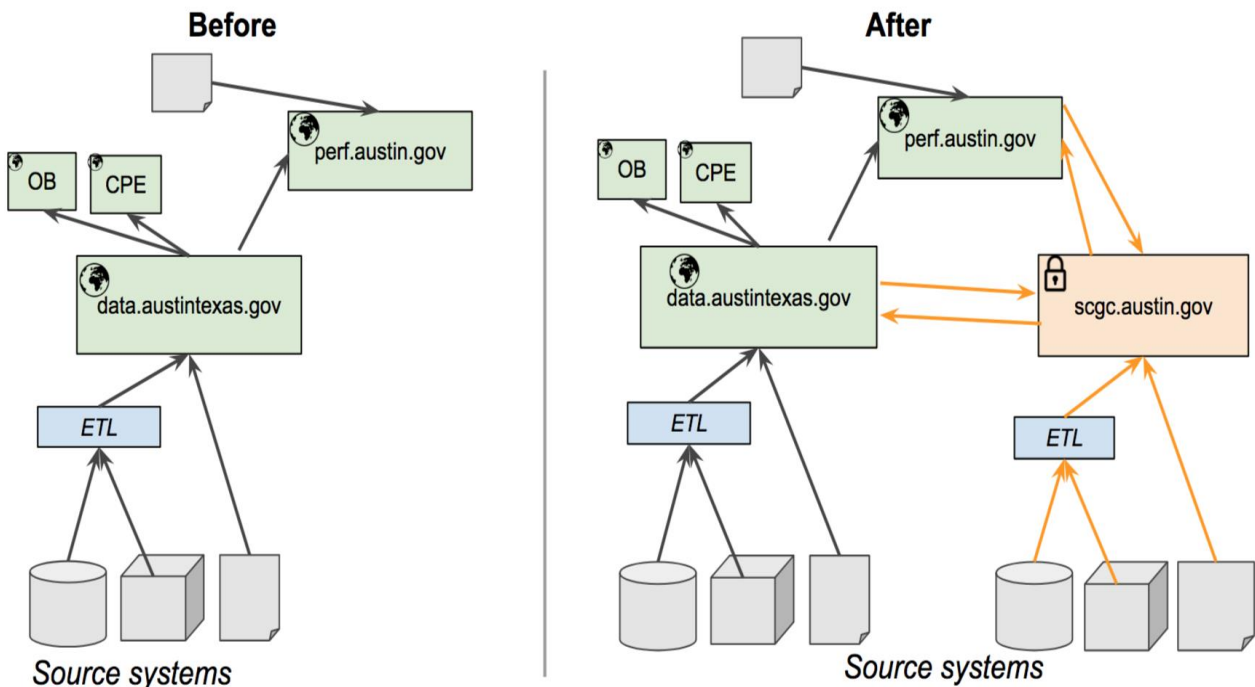


Figure 2.0: Proposed future setup with SCGC

The proposed new architecture will be as follows:

- ❖ The internal data sharing site will be created as a new instance. Based on the departments that want to proceed with internal data sharing first, separate domains may be setup per department or focus area to facilitate internal data sharing. This will be determined during the design phase of the engagement.
- ❖ The Public facing domains will exist in the form of the existing Open Data Portal, Performance Portal, Open Budget and Capital Projects explorer, retaining the same URL for public access.
- ❖ All data deemed to be primarily intended for private data sharing will be moved over to the SCGC domain.
- ❖ The ingress process will include modified, restructured and improved ETL workflows to create a workflow that services the data to the SCGC. User will still be able to perform manual uploads through the new data pipeline to upload data to the SCGC
- ❖ All existing data connections from Open Data Portal to other applications (i.e. to the Performance sites, external dashboards, Open Budget and Capital Projects Explorer), through federation links and API requests, will continue to be serviced through the Open Data Portal.
- ❖ All existing workflows to existing datasets on Open Data Portal for departments/divisions that are NOT setting up internal data sharing will remain on the Open Data Portal.

Implementation Summary

Based on our current understanding of the City of Austin’s needs, this program will be implemented in a single phases

- Blueprint Upgrade to the Socrata Connected Government Cloud



A critical element of this phase will be building an internal data sharing program using the SCGC platform that will allow the City of Austin to publish and share vital information internally to facilitate better cross departmental collaboration, breaking down data silos and promoting more effective decision making. Additionally, the platform will allow internal users to access data and systems, promoting a data-driven culture within the organization. The platform will improve the current reporting mechanisms to public and agency officials by providing objective, accurate, and timely evaluations of data that is critical for decision making.

Blueprint Upgrade to Socrata Connected Government Cloud and Internal Data Sharing

Summary of Scope

- ❖ **Deployment of the following on City of Austin domain:**
 - Data-as-Service Platform (SCGC)
 - Templated homepage styling with standard layout options.
 - DNS and SSL setup for domains of the applications; SSL certificate included at no cost.
- ❖ **Audit of existing data and metadata on the Open Data Portal**
 - Socrata will assess the datasets that exist on the existing Open Data Portal. Data auditing tools will be used to assess datasets for Content, Quality, Data updates, Completeness of metadata and Usage (views, API).
 - Additionally, metadata standards will be reviewed for completeness and relevance and necessary recommendations for removal or addition of metadata fields will be made
 - Create an inventory of datasets and list of unwanted/unused datasets and/or filtered views that can be cleaned from the open data portal
 - Create an inventory of datasets that will be shared privately and hence need to be moved over to the SCGC
 - Perform cleanup of unwanted/unused datasets and/or filtered views on the Open Data Portal
- ❖ **SCGC Technical Configuration Management**
 - Includes the deployment of the templated home page for SCGC with training on configuration management
 - Create permission schemes for SCGC
- ❖ **Curating High-value Data for new SCGC in-scope datasets**
 - Socrata consultants will engage the City of Austin in a Solution Design Session to provide expert advice and recommendations on selecting (curating) the highest value datasets for the specific data sources identified above for internal data sharing
 - Guidance and mentorship on documenting metadata, creating visualizations, and curating a dataset's landing page to surface the best visualizations, maps, and applications that enable users to best understand and utilize the data.
- ❖ **Data preparation activities for new SCGC in-scope datasets**
 - Provides consulting and hands-on assistance with dataset preparation and analysis for a dataset supporting the financial products.
 - Includes consulting around defining dataset structure, restructuring or normalizing data, flattening nested tables and/or joining separate datasets, assistance with data types and uploading files, and dataset and column metadata.
- ❖ **Data move for existing datasets on Open Data Portals to be shared privately (as needed)**
 - Create and implement one time move of all relevant, prioritized datasets from Open Data Portal to the SCGC

- Modify and update existing data automation and data ingress mechanisms on ODP to have datasets publish to SCGC
- ❖ **Data Integration and Automation Services for new SCGC datasets**
 - Assistance automating the publication of required data for the internal datasets including extraction process, initial upload, and automation.
 - Consultation on the transformation of data from the source system
 - Automation of the publication of the data through Datasync and/or Safe FME for up to 10 datasets that will serve as the data for the performance metrics for the Enterprise Information Management Program
 - Consultation on best practices for data automation, including drafting extraction, transformation and load (ETL) and automation strategies

Success Criteria

The following criteria are established to identify a successful outcome for the engagement and beyond. Additional criteria may be defined during the design stage of the engagement.

- ❖ Deploy Socrata's Data-as-a-Service Platform to modernize the built-in reporting, visual data exploration, and sharing of information for the internal data consumption, in line with the focus areas identified as priority by the City of Austin, for this phase of the program
- ❖ Data from identified prioritized data sources are ingressed on the SCGC platform and accessible, with the right access rights to internal stakeholders
- ❖ City of Austin creates an established Governance process to share information internally amongst prioritized departments and/or teams to create the foundation for an internal data sharing program
- ❖ All existing Open Datasets that might contain Personally identifiable information (PII) are securely housed within the SCGC
- ❖ Transfer knowledge of the Socrata's Data-as-a-Service Platform using the City of Austin Education Program Plan designed by role to the City of Austin team members.
- ❖ Educate the City of Austin team members on how to utilize Socrata's on-going support services. The support programs are designed to provide access to our support team, knowledge base and consulting coaching services to support team members, additional departments and users.

Implementation Stages, Activities and Deliverables

Workstream 1: Planning and Education

Workstream 1 Activities

- ❖ Conduct Program planning session
- ❖ Create detailed Program Plan
- ❖ Confirmation of scope, timeline, and resources
- ❖ Provision and configuration of production Socrata Hosted Solution site(s) for City of Austin use

Deliverables

Socrata Deliverables	City of Austin Deliverables
<ul style="list-style-type: none">❖ Program and education plans❖ Agendas for all onsite and remote meetings planned with City of Austin❖ Production site provisioned for City of Austin use, e.g. <City of Austinname>.data.socrata.com	<ul style="list-style-type: none">❖ City of Austin Team members complete recommended Education Plan prior to start of engagement❖ City of Austin preparation tasks completed as applicable

Workstream 2: Data Audit and Prioritization

Workstream 2 Activities

- ❖ Stakeholder Mapping Workshop
 - Define who comprises the stakeholder group for City of Austin internal data sharing program
- ❖ Conduct data audit of all public and private datasets and filtered views on the Open Data Portal
- ❖ Data prioritization with the program stakeholders to identify new/existing datasets that should be shared internally
- ❖ Assess current metadata standards for completeness and relevance
- ❖ Create an inventory of datasets that will remain on the Open Data Portal and list of unwanted/unused datasets and/or filtered views that can be cleaned from the ODP
- ❖ Create an inventory of private datasets for internal data sharing that will be moved to the SCGC domain
- ❖ Perform cleanup of unwanted/unused datasets and/or filtered views
- ❖ Perform metadata cleanup of unwanted metadata fields
- ❖ Assessment of current workflows that ingress and update data on the ODP and creation of strategy for modifying and improving the data workflows to publish data to the SCGC

Deliverables

Socrata Deliverables	City of Austin Deliverables
<ul style="list-style-type: none">❖ Updated Program and education plans❖ Data inventory of priority datasets for SCGC for the focus program area❖ Finalized metadata schema to be copied to SCGC❖ Cleanup of datasets on the ODP❖ Data automation strategy document	<ul style="list-style-type: none">❖ Timely approvals on all data inventories provided by Socrata❖ Approval of Data Automation Strategy document

Workstream 3: Establish Internal Data sharing processes

Workstream 3 Activities

- ❖ DNS and SSL setup for one (1) custom domain; SSL certificate included at no cost
- ❖ Deploy templated homepage to SCGC
- ❖ Configure Single sign on
- ❖ Configure branded header and footer on SCGC
- ❖ Define and build custom user roles on SCGC, create teams on platform and invite new and existing users to the platform
- ❖ Customize alert email templates on SCGC
- ❖ Establish desired approval workflow for SCGC and document workflows in the Data policy and Governance documents
- ❖ As needed, establish desired metadata schema for SCGC, considering, metadata requirements of datasets that will be copied to/from the ODP

Deliverables

Socrata Deliverables	City of Austin Deliverables
<ul style="list-style-type: none">❖ Templated homepage on SCGC with header/footer configured❖ Data policies, governance and publishing workflows documented❖ SCGC Metadata schema established and configured on platform	<ul style="list-style-type: none">❖ Review and approval of draft Data governance document for internal data sharing

Workstream 4: Internal Data Sharing Data ingress and Automation

Workstream 4 Activities

- ❖ Identify all data and sources required for prioritized datasets for SCGC
- ❖ Review data readiness for visualizations and other data asset development
- ❖ Data Program design and management, Data governance, Metadata and data automation best practices mentorship to support publishing and/or internal data sharing purposes.
- ❖ Evaluation and review of publishing workflow and roles
- ❖ Configure and test automated data publishing job(s) for required application datasets including mentoring the City of Austin team on how to design and build data automation workflows for additional datasets
- ❖ Define Test plan for data ingress and data automation of datasets to SCGC
- ❖ Configure templated homepage
- ❖ Configure and test custom metadata

Deliverables

Socrata Deliverables	City of Austin Deliverables
<ul style="list-style-type: none">❖ Prioritized datasets ingressed to SCGC and permissions and metadata assigned❖ Governance document updated with data publication and automation standards further defined❖ Homepage configured per City of Austin's requirements	<ul style="list-style-type: none">❖ Review and approval of additions to Data governance documents❖ Approval of datasets ingressed to SCGC❖ Approval of homepage configuration

Workstream 5: Copy/Move datasets from ODP to SCGC

Workstream 5 Activities

- ❖ Expert consultation on derived assets creation using filtered views, Socrata's best of breed visualization suite and Socrata Perspectives
- ❖ Configure City of Austin specific story style on SCGC domain
- ❖ Develop configuration for copying metadata properties (incl. column names/descriptions) changes from Open Data Portal to SCGC as needed
- ❖ Develop configuration for copying datasets from ODP to SCGC (private datasets that are meant for internal data sharing) and provide knowledge transfer to City of Austin on how these will be developed for future datasets
- ❖ Update automation strategy for SCGC

- ❖ Update automation workflows on SCGC to reflect ingress of datasets for internal data sharing and deprecate automation workflows for the ODP as needed (if datasets will be used purely for internal data sharing)
- ❖ Setup federation between SCGC and ODP for datasets on SCGC that are to be shared publicly
- ❖ Partner with City of Austin to identify priority derived assets on the ODP to be recreated using the visualization suite. Support the recreation of derived assets on ODP **(up to 10)**
- ❖ Provide knowledge transfer to City of Austin data owners and technical team on execution and maintenance of federation processes between the SCGC and ODP so that the City of Austin team can run these scripts independently in the future
- ❖ Update Test Plan and determine test plan length (recommended 2 weeks minimum)
- ❖ Test and Validate Solution (Verify solution meets goals and objectives defined in Design stage)
 - Technical Validation
 - Business Process Validation
 - Review Program Plan Go-Live Critical Issues
 - Resolve Program Plan Go-Live Critical Issues
 - End User Acceptance and Stakeholders approval

Deliverables

Socrata Deliverables	City of Austin Deliverables
<ul style="list-style-type: none"> ❖ City of Austin trained on creation of derived assets in new visualization suite ❖ Datasets deemed public are federated for external sharing to the Open Data portal ❖ ODP datasets deemed useful for internal sharing now reside on SCGC ❖ Automation workflows updated to publish all datasets (new) to SCGC ❖ Deprecate automation workflows for unwanted datasets on ODP ❖ Completed User Acceptance Testing report 	<ul style="list-style-type: none"> ❖ Completes User acceptance testing ❖ Creation of prioritized stories and visualizations on SCGC and ODP (as needed), deemed critical for launch

Workstream 6: Review and Launch

Launch Activities

- ❖ Confirm Program Launch date
- ❖ Program Launch activities (events, announcements, etc.) confirmed
- ❖ Confirm success criteria has been met
- ❖ Schedule and execute project wrap up session with City of Austin including introductions to their City of Austin Success Manager and Support team and resources available for continued support

Deliverables

Socrata Deliverables	City of Austin Deliverables
<ul style="list-style-type: none">❖ Production site launched❖ Education on City of Austin Success Plan and City of Austin Support processes	<ul style="list-style-type: none">❖ Confirm production site meets success criteria defined in SOW❖ Confirm City of Austin team is educated and plugged into their Socrata Education and Support Programs

Outside of Scope

This SOW does not include the following activities:

- ❖ Data analysis services
- ❖ Consulting services beyond those described in the scope of this SOW
- ❖ Custom Configurations to the Socrata COTS Platform Solution(s)
- ❖ Custom Configurations to the selected design template beyond those defined in this SOW
- ❖ Developing and architecting a framework of performance metrics.
- ❖ Data upload administration (beyond the initial dataset(s) set forth under this SOW)
- ❖ Upgrade of performance portals to Performance Optimization Cloud
- ❖ Data culling administration prior to upload to the Socrata Data Platform
- ❖ City of Austin data collection administration (all data is collected by City of Austin and originates on its own network and systems. Only a mirror copy is uploaded from the City of Austin network to the Socrata Hosted Solution as solely decided by City of Austin.)
- ❖ Legal advice
- ❖ System of record repositories
- ❖ Non-English Language Translations or components

SOW Assumptions and Responsibilities

Socrata's performance and successful completion of this SOW is predicated on the full commitment and participation of City of Austin management and personnel as scheduled in the Program plan. Delays in performance of these responsibilities may result in additional cost and/or delay of the completion of the Program and will be handled in accordance with the Change Procedures (below), as will any deviations that arise during the Program.

City of Austin Responsibilities

- ❖ Provide resources to review and approve the deliverables provided to City of Austin team throughout the Program plan. Any deviation from this delivery and review schedule may impact the Program.
- ❖ Provide expertise to support the initiative on a timely basis as requested by the Socrata team.
- ❖ Ensure that its staff is available to provide such assistance as Socrata requires and that Socrata is given reasonable access to City of Austin senior management, as well as any members of its staff to enable Socrata to provide the Services, if any. City of Austin will ensure that its' staff have the appropriate skills and experience. If any City of Austin staff fails to perform as required, City of Austin will provide suitable additional or alternative staff to complete activities defined within the SOW.
- ❖ Prior to the start of this SOW, City of Austin will designate a person called Project or Program Manager who will be the focal point for Socrata communications relative to this Program and will have the authority to act on behalf of the City of Austin in all matters regarding this Program. The City of Austin Project/Program Manager's responsibilities include:
 - Manage the City of Austin's personnel and responsibilities for this Program.
 - Serve as the interface between Socrata and all City of Austin departments participating in the Program, including participating in all status meetings.
 - Administer the Program Change Management Procedure with the Socrata Program Manager defined in Appendix A.
 - Obtain and provide information, data, and decisions within three working days of Socrata's request unless City of Austin and Socrata agree in writing to a different response time.

Many aspects of the work will require knowledge and background that can only be provided by City of Austin's staff. We recommend the following staff assignments, which can be completed by one individual or by multiple individuals:

Resource Role	Key Attributes
Executive	Department head with the ability to mandate process change and exercise budgetary control.
Program Manager	Program monitoring, planning and execution of the Program
Subject Matter Expert	Expert on a particular program and/or data area. Expertise on the curation and context required for data publishing and approval process
Publisher	Ensure optimal utilization of Open Data solutions Expertise on the use of the Socrata solution Participate in the extraction and publishing of content
Administrator	Strategic and tactical responsibility for the Socrata landscape Proficient in maintaining Socrata solution Establish and enforce effective configuration management processes

Socrata Responsibilities

Deviations that arise during the program will be managed through the procedure described in Appendix A - Program Change Management Procedure, and may result in adjustments to the Program Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time and materials basis using the Socrata standard rates in effect from time to time for any resulting additional work or waiting time.

- ❖ Socrata will provide the Services under this SOW during normal business hours. If necessary, City of Austin will provide Socrata personnel with after-hours access to their facilities for any on-site work. Socrata personnel may work hours other than those defined as normal business hours to accommodate their travel schedules, City of Austin requests, and to accomplish specific deliverables in this SOW.
- ❖ Socrata will provide the Services under this SOW during normal business hours, {8:30 AM to 5:30 PM Monday through Friday local time}, except holidays. If necessary, City of Austin will provide Socrata personnel with after-hours access to their facilities. Out-of-town personnel may work hours other than those defined as normal business hours to accommodate their travel schedules, City of Austin requests and completion of deliverables in this SOW.

- ❖ All issues or questions raised by Socrata team and City of Austin personnel within a reasonable timeframe depending on the issue will be addressed by the Program team. Timely response is imperative for the Program to maintain the agreed to plan and launch date.
- ❖ Socrata and City of Austin will review scope and deliverable expectations before work begins in order to assure a common understanding by both parties.
- ❖ One consulting day = 8 hours, one consulting week = 40 hours (per person) for scheduled weekdays. Weekend days requested to support the Program will require a change management process to be followed as these days are outside the normal business hours.

In addition to the Socrata Program Manager, additional Socrata resources may be utilized to deliver on the successful execution of this SOW. The Socrata Program Manager will communicate regularly to the City of Austin Program Manager including:

- ❖ Weekly status reports
- ❖ Program Budget status
- ❖ Agenda for all meetings and document meeting notes and action items

Completion Criteria

Socrata will have fulfilled its obligations under this SOW and our Agreement when one of the following first occurs:

- ❖ Socrata accomplishes the activities described in each stage of the Socrata methodology including the deliverables defined within this SOW
- ❖ Socrata provides the number of estimated hours of Services specified in Level of Effort or in any subsequent Change Authorization, or
- ❖ City of Austin or Socrata terminates the Program in accordance with the provisions of the Agreement, or
- ❖ The expiration date of the Services as set forth in the relevant Agreement.

Estimated Schedule

The Services will be provided on dates mutually agreed and confirmed by City of Austin. City of Austin agrees to provide the Socrata Program Manager or assigned consultant(s) a minimum of five (5) business days prior written notice to request a change to the planned consulting days assigned once it has been confirmed during the planning period.

SOW Term and Hours

Unless earlier terminated under the Socrata Services Order, the term of this SOW commences upon the Services subscription start date and ends the subscription end date as set forth therein. For the avoidance of doubt, the term of this SOW shall not exceed 12 consecutive months from start date without a written addendum.

The Services under this SOW will not exceed **296** hours in the aggregate among Socrata personnel. Any requests by City of Austin to change the scope or timing of the Services performed that will increase the effort

of Socrata personnel and number of hours herein is subject to a change order and payment of additional fees as set forth under Change Process in Appendix A.

The Education Program that Socrata recommends is: **Standard**

The Support Program that Socrata recommends is: **Gold**

There are no custom or physical deliverables under this SOW.

Appendix A – Program Change Management Procedure

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

- ❖ A Program Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the Program.
- ❖ The designated Program Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- ❖ Both Program Managers will review the proposed change and recommend it for further investigation or reject it. Socrata will specify any charges for such investigation. A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. Socrata will invoice City of Austin for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of the Agreement. The parties agree that no PCR shall be rejected unreasonably, and, in the case of any such rejection, the reasons for the rejection shall be provided to the other party.
- ❖ A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.



Amendment No. 8
to
Contract No. NC120000012
for
Hosting City Data Portal
between
Socrata, Inc. (Contractor)
and the
City of Austin

1.0 The above referenced contract is amended as follows:

Administrative increase of \$37,920.00. Additional services per attached quote.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Contract Term: 11/10/11 – 11/9/12	\$66,000.00	\$66,000.00
Amendment No. 1: Added more performance requirements to Exhibit A 1/10/12	\$0.00	\$66,000.00
Amendment No. 2: Option 1 11/10/12-11/9/2013	\$36,000.00	\$102,000.00
Amendment No. 3: Option 2 11/10/13-11/9/2014	\$36,000.00	\$138,000.00
Amendment No. 4: Option 3 11/10/14 -11/9/2015	\$36,000.00	\$174,000.00
Amendment No. 5: Added additional services per quote dated 6/24/15	\$17,000.00	\$191,000.00
Amendment No. 6: Deleting remaining 12-month option, adding 60-month term 11/10/15 – 11/9/2020	\$1,200,000.00	\$1,391,000.00
Amendment No. 7: Administrative increase	\$38,175.00	\$1,429,175.00
Amendment No. 8: Administrative increase Added additional services per quote dated 4/23/18	\$37,920.00	\$1,467,095.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

5.0 All other terms and conditions remain the same.

By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

Authorized Representative:

Contractor Signature: _____

Printed Name: _____

Date: _____

Socrata, Inc.
705 5th Avenue South, Ste. 600
Seattle, WA 98104

Signature: _____

City of Austin Purchasing Office

Printed Name: _____

Date: _____

City of Austin
124 W. 8th St., Ste. 310
Austin, TX 78701



Amendment No. 7
of
Contract No. NC120000012
for
Hosting City Data Portal
between
Socrata, Inc.
and the
City of Austin

- 1.0 The City hereby incorporates the attached quote dated April 13, 2017 into the contract.
- 2.0 The total contract amount is increased by \$38,175. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Term: 11/10/2011 – 11/09/2012	\$66,000.00	\$66,000.00
Amendment No. 1: Added more performance requirements to Exhibit A, 01/10/2012	\$0.00	\$66,000.00
Amendment No. 2: Option 1 11/10/2012 – 11/09/2013	\$36,000.00	\$102,000.00
Amendment No. 3: Option 2 11/10/2013 – 11/09/2014	\$36,000.00	\$138,000.00
Amendment No. 4: Option 3 11/10/2014 – 11/09/2015	\$36,000.00	\$174,000.00
Amendment No. 5: Adding additional services per quote dated 06/24/2015	\$17,000.00	\$191,000.00
Amendment No. 6: Deleting remaining 12-month option, adding 60-month term 11/10/2015 – 11/09/2020	\$1,200,000.00	\$1,391,000.00
Amendment No. 7: Adding additional services per quote dated 04/13/2017	\$38,175.00	\$1,429,175.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: [Signature]
Date: 4/13/17

Printed Name: Kevin Menitt, CEO
Authorized Representative
Socrata Inc.
83 South King Street, Ste 107
Seattle, WA 98104

Signature: [Signature]
Date: 04/17/2017

Elisa Folco
Contract Management Specialist IV
City of Austin
Purchasing Office
124 W. 8th Street, Suite 310
Austin, TX 78701

Socrata, Inc. Quote

705 5th Ave S Suite #600
Seattle, WA 98104
(206) 340-8000

Customer Name:

Rep	Quote Date
Natalie LaBarbera	4/13/2017

Bill To
City of Austin (TX)
P.O. Box 1088
Austin, TX 78767-1088
United States

Ship To
City of Austin (TX)
P.O. Box 1088
Austin, TX 78767-1088
United States

Billing and Legal Contact
Socrata
705 5th Ave S Suite #600
Seattle, WA 98104
United States
Phone: (206) 340-8008
Fax: (206) 452-2010
Email: accounts_receivable@socrata.com

Order Type:

☐ New Customer
☐ Renewal
☒ Additional Products / Services

Pricing under this Order is only valid until: 4/21/2017 5pm PT. All fees are in USD.

Hosted Software Subscription and Support Order

Product	Item Description	Start Date	End Date	Term	Per Unit Price	Quantity	Total
Capital Projects Explorer (500k - 1M)		4/21/2017	11/9/2017	7.00	\$3,500.00	1	\$24,500.00
Support Program - Basic		4/21/2017	11/9/2017	7.00	\$0.00	1	\$0.00
Education Program - Standard		4/21/2017	11/9/2017	7.00	\$525.00	1	\$3,675.00
Public Finance Service Package - App	Travel Included	4/21/2017	11/9/2017	7.00	\$10,000.00	1	\$10,000.00
TOTAL:							\$38,175.00

Standard Conditions

1. By receipt of a signature from Customer (or receipt of a valid and correct purchase order incorporating the products and services under this proposal or quote) and acceptance by Socrata, the purchase herein becomes a binding commitment of Customer and is not subject to the issuance of any further purchase orders, confirmations or other events. Socrata rejects additional or conflicting terms of any Customer form-purchasing document. Order is effective upon the earlier of Socrata's acceptance or the Start Term in the order, whichever is earlier (Order Effective Date).
2. The shipping address listed above will be used to determine the appropriate taxing jurisdiction of the products and services purchased.
3. The total fees due under this order are billable upon Order Effective Date, above, and due net 30 upon receipt of invoice without holdback, set-off, or delay on undisputed charges. Any disputes on charges under an invoice must be made within 30 days of receipt thereof to accounts_receivable@socrata.com.
4. Special conditions override standard conditions in the event of an inconsistency.

Contract Conditions

This order is subject to the product and service descriptions in the attached *Appendix 1*.

☐ **New Customer**-This order is subject to the Hosted Services Agreement in the attached *Appendix 2*

☐ **Renewal** -

Order is subject to the current agreement between Socrata and Customer dated 11/10/2010

☒ **New Products and Services orders** -

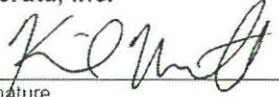
This order is subject to the current agreement between Socrata and Customer dated 11/10/2010

----- Signature page follows -----

Signatures

By signing below, the undersigned declares and certifies that he or she is authorized to execute this order on behalf of Customer.

Socrata, Inc.



Signature

Kevin Menett
Name

CEO
Title

4/13/17
Date

Customer


Signature

Elisa Folco
Name

Contract Mgt Spec IV
Title

04/17/2017
Date

Appendix 1 : Product Descriptions

Product	Product Description
Capital Projects Explorer (500k - 1M)	
Support Program - Basic	Basic Support Package. As set forth on https://support.socrata.com/faq/en-us/articles/216962648-Support-Policy
Education Program - Standard	Description: Education Standard Unlimited attendance to instructor-led interactive online learning sessions per a set schedule optimized for US timezones. Unlimited access to on-demand learning content.
Public Finance Service Package - App	<p>Launch Package: Socrata Public Finance (One Choice) Includes a combination of expert consulting services designed to set customers up for success in their partnership with Socrata. One service package per application purchased; for complete Socrata for Finance Suite, include three. Requires purchase of Education Program.</p> <p>Socrata Resources: Project Manager, Application Specialist, Data Analyst, Data Integration Specialist Training for project team on data schema, application functions, and branding options Training for platform users, including dataset uploading, metadata management, and automated publishing using DataSync Training for administrators, including user accounts, role and permission management, administering the application, and other admin functions Unlimited access to online training via webinars and videos Technical assistance and training from our data analyst team on any or all of the following activities within the scope of the project Configuring your datasets to match the schema for the application Creating queries for automated data extracts from your source system Setting up your automated publishing jobs using DataSync, FME, or Kettle DNS setup (no SSL required) PR kit and social media support for launch events Unlimited access to post-launch support via support.socrata.com</p> <p>Total hours not to exceed 40 hours in aggregate among Socrata staff.</p>



Amendment No. 6
to
Contract No. NC120000012
for
Hosting City Data Portal
between
Socrata, Inc.
and the
City of Austin

1.0 The Contract is hereby amended by deleting the remaining 12-month extension option and adding an additional 60-month term in an amount not to exceed \$1,200,000 as per the quote attached which was agreed to be extended as valid through the execution of this amendment. Council approval received on October 15, 2015 item number 28.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Contract Term: 11/10/11 – 11/9/12	\$66,000.00	\$66,000.00
Amendment No. 1: Added more performance requirements to Exhibit A 1/10/12	\$0.00	\$66,000.00
Amendment No. 2: Option 1 11/10/2012-11/9/2013	\$36,000.00	\$102,000.00
Amendment No. 3: Option 2 11/10/2013-11/9/2014	\$36,000.00	\$138,000.00
Amendment No. 4: Option 3 11/10/2014-11/9/2015	\$36,000.00	\$174,000.00
Amendment No. 5: Added additional services per quote dated 6/24/15	\$17,000.00	\$191,000.00
Amendment No 6 : Deleting remaining 12-month option, adding 60-month term 11/10/15-11/9/2020	\$1,200,000.00	\$1,391,000.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:

DocuSigned by:

Dan Wassel

A8D83074EA8E441...

Printed Name: Dan Wassel

Authorized Representative CFO

Socrata Inc
83 South King Street, Ste 107
Seattle, WA 98104

Signature and Date:

Shawn Willett 10/19/15

Shawn Willett, Deputy Purchasing Officer
City of Austin
Purchasing Office



The Open Data Company™

Socrata, Inc.
83 S. King St, Suite 107
Seattle, WA 98104
Phone: 206-340-8008
Fax: 206-452 2010
<http://www.socrata.com>

Quoted by: Jason Barnes
Date: June 24, 2015
Quote Name: FY 2016 City Austin, TX
Term: Annual Quote

FY2016 Quote: City of Austin, Texas

Customer:

City of Austin, Texas
301 W 2nd St,
Austin, TX 78701

Customer Primary Contact:

Stephen Elkins, CIO
stephen.elkins@austintexas.gov
City of Austin, Texas
301 W 2nd St,
Austin, TX 78701

Customer Billing Contact:

Procurement
City of Austin, Texas
124 West Eighth Street, Suite 308,
Austin, TX 78701
(512) 974-2500

Software Services Purchased

SKU	Description	Term	Qty	Annual
SOC-MSA-0005	Socrata Master Subscription License - Up to 5 Socrata Instances - ODP 750 Datasets - GovStat 5 Dashboards / 20 Goals each / 20 Datasets each - Unlimited Views and Visualizations - Unlimited Users - Unlimited Storage	Annual	1	\$ 240,000.00
XXXXXX	Open Performance Mobile Enablement and API Connection	Annual	1	XXXXXX
Soc-PS-GS-P	Open Performance Launch Package- Premium	N/A	1	\$ 37,371.00
Soc-PS-APP-P	Open Performance App Launch Package	N/A	1	\$ 7,500.00
SOC-SU-ODP-P	Socrata Open Data Premium Support	Annual	1	\$ 36,000.00

DS

DW

All primary values quoted in USD

Pricing is valid until: August 31, 2015 at 5:00pm CST

Sub-total \$ 320,871.00
Discount: \$ 80,871.00
Annual Total: \$ 240,000.00

Please Note:

1. Additional discounts and automatic MSA conversion based on amendment execution prior to August 30th, 2015.
2. This Quote is subject to the Hosting City Data Portal Agreement, including all amendments, by and between Socrata, Inc. and City of Austin dated November 10, 2010 (the "Agreement")



Amendment No. 5
of
Contract No. NC120000012
for
Hosting City Data Portal
between
Socrata, Inc
and the
City of Austin

- 1.0 The City hereby incorporates the attached quote dated June 24, 2015 and additional Scope included into the contract.
- 2.0 The total contract amount is increased by \$17,000. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 11/10/2011 – 11/9/2012	\$66,000.00	\$66,000.00
Amendment No. 1: Added more performance requirements to Exhibit A 1/10/12	\$0.00	\$66,000.00
Amendment No. 2: Option 1 11/10/2012 – 11/9/2013	\$36,000.00	\$102,000.00
Amendment No. 3: Option 2 11/10/2013 – 11/9/2014	\$36,000.00	\$138,000.00
Amendment No. 4: Option 3 11/10/14 – 11/9/15	\$36,000.00	\$174,000.00
Amendment No. 5: Adding additional services per quote dated 6/24/15	\$17,000.00	\$191,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: DocuSigned by:
Dan Wassel
A8D83074EA8E441... 6/29/2015
Dan Wassel

Printed Name: _____
Authorized Representative

Socrata, Inc.
101 Yesler Way, Suite 402
Seattle, WA 98104

Signature & Date: *Shawn Willett* 6/29/15
Shawn Willett, Corporate Purchasing Manager
IT Procurement Team
Financial Services
City of Austin
Purchasing Office

New Address:
83 S King St.
Ste, 107
Seattle, WA
98104



Amendment No. 4
of
Contract No. NC120000012
for
Hosting City Data Portal
between
Socrata, Inc
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective November 10, 2014, the term for the extension option will be November 10, 2014 to November 9, 2015 and there is one remaining option.
- 2.0 The total contract amount is increased by \$36,000 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 10/10/2010 – 10/10/2012	\$66,000.00	\$66,000.00
Amendment No. 1: Added more performance requirements to Exhibit A 1/10/12	\$0.00	\$66,000.00
Amendment No. 2: Option 1 11/10/2012 – 11/9/2013	\$36,000.00	\$102,000.00
Amendment No. 3: Option 2 11/10/2013 – 11/9/2014	\$36,000.00	\$138,000.00
Amendment No. 4: Option 3 11/10/14 – 11/9/15	\$36,000.00	\$174,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

Dan Wassel

Printed Name: DAN WASSEL

Authorized Representative

Signature & Date:

Shawn Willett 10-30-14

Teresa Willett, Corporate Contract Compliance Manager
IT Procurement Team
Financial Services
City of Austin
Purchasing Office

Socrata, Inc.
101 Yesler Way, Suite 402
Seattle, WA 98104



Amendment No. 3
of
Contract No. NC120000012
for
Hosting City Data Portal
between
Socrata, Inc
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective November 10, 2013, the term for the extension option will be November 10, 2013 to November 9, 2014 and there are two remaining options.
- 2.0 The total contract amount is increased by \$36,000 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 10/11/2010 – 10/10/2011	\$66,000.00	\$66,000.00
Amendment No. 1: Added more performance requirements to Exhibit A 1/10/12	\$0.00	\$66,000.00
Amendment No. 2: Option 1 11/10/2012 – 11/9/2013	\$36,000.00	\$102,000.00
Amendment No. 3: Option 2 11/10/2013 – 11/9/2014	\$36,000.00	\$138,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

Handwritten signature of Dan Wassel in black ink.

Printed Name: Dan Wassel, VP Finance & Administration
Authorized Representative

Signature & Date:

Handwritten signature of Teresa Reddy in black ink, dated 11/6/13.

Teresa Reddy, Corporate Contract Compliance Manager
IT Procurement
City of Austin
Purchasing Office

Socrata, Inc.
83 S. King St. #107
Seattle, WA 98104



Amendment No. 2
of
Contract No. NC120000012
for
Hosting City Data Portal
between
Socrata, Inc
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective November 10, 2012, the term for the extension option will be November 10, 2012 to November 9, 2013 and there are three remaining options.
- 2.0 The total contract amount is increased by \$36,000 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 10/10/2011 - 10/9/2012 <i>10/10/2011 - 10/9/2012</i>	\$66,000.00	\$66,000.00
Amendment No. 1: Added more performance requirements to Exhibit A 1/10/12	\$0.00	\$66,000.00
Amendment No. 2: Option 1 11/10/2012 - 11/9/2013	\$36,000.00	\$102,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: *K. Merritt 10/26/11*
Printed Name: Kevin Merritt
Authorized Representative

Signature & Date: *Debbie Depaul 11/7/12*
Debbie Depaul, Contract Compliance Supervisor
City of Austin
Purchasing Office

Socrata, Inc.
101 Yester Way, Suite 402
Seattle, WA 98104

83 S. Kung St. Suite 107
Seattle, WA 98104



Amendment No. 1
of
Contract No. NC1200000012
for
Hosting City Data Portal
between
Socrata, Inc.
and the
City of Austin

1.0 The following performance requirements shall be added to Exhibit A, Scope of Work, under the Performance section:

Number of API calls/day: 250k
Geocoding Requests Per Month: 250k
Number of System Administrators: 2
Number of Social Data Player Templates: 1
Number of Licensed Web Properties: 1

2.0 MBEANBE goals were not established for this Contract.

3.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

4.0 All other terms and conditions of the Contract remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporate into and made a part of the above-referenced Contract.

Signature and Date: K. J. Mott 11
Printed Name: Kev et 5. 660
Authorized Representative

Signature and Date: Kenneth Mink
Printed Name: Kenneth Mink
City of Austin
Purchasing Office

Socrata, Inc.
101 Yesler Way, Suite 402
Seattle, WA 98104

Reviewed and Ap oved
Cynthia Gonzales 1/10/12
Cynthia Gonzales Date

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
SOCRATA, INC.
FOR
HOSTING CITY DATA PORTAL**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Socrata, Inc. ("Contractor"), having offices at 101 Yesler Way, Suite 402, Seattle, WA 98104.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Charles Blanchet; Phone: 415-505-1662; Email: charles@socrata.com. The City's Contract Managers for the engagement shall be Matthew Esquibel; Phone: 512-974-3218; Email: matthew.esquibel@austintexas.gov and Charles Purma; Phone: 512-974-5644; Email: charles.purma11@austintexas.gov, (collectively, the "City Contract Manager"). The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2.2 **Background.** In an ongoing effort to provide transparency, participation, and collaboration in government, the City is moving forward with the implementation of a City Data Portal. This initiative is directed by the City Manager and is meant to follow the lead of the Federal government and other municipalities with similar initiatives. Examples of data provided through municipal portals include crime statistics, transportation data, financial data, geospatial data and general data subject to Public Information Act requests.

It is expected that the data portal will be launched initially with a small group of datasets at or near the time of launch of the City's website redesign in December, 2011. The portal will continue to increase in size and scope as more datasets become available from departments. This portal will make City data available in a variety of industry-standard formats and reach three key user groups: 'average' website users, researchers, and software application developers. Furthermore, this interface will provide accessible data sorting, searching, and filtering capabilities as well as community features for dataset commenting, rating, and discussion.

The City is choosing a hosted solution (The Socrata Open Data Platform™) to meet the deadlines set by the City Manager to make City data available to the public. Due to the cost of setting up servers, obtaining database licenses, and the resources required to initiate an in-house development, the City selected Contractor who has all these components in place.

2.3 **Tasks.** The Contractor shall perform the tasks set forth in the Scope of Work, attached hereto as Exhibit A.

2.4 **Service Levels.** Contractor's Open Data Platform shall meet or exceed the service level commitments set forth in the Socrata Social Data Platform™ description attached hereto as Exhibit C.

2.5 **Definitions.**

2.5.1 "City Content" means user profiles, City provided datasets, materials, data, data structures, spreadsheets, information, text, music, sound, photos, video, graphics, code or other items or materials for display on the Site.

2.5.2 "Services" means all those services provided by Contractor to the City as set forth in Exhibit A.

2.5.3 "Site" means the Austin GO website.

2.5.4 "Site Applications" means the online Socrata software applications made available to the City under this Contract.

2.5.5 "User Information" means user messages posted on the Site, discussion forums, or other interactive areas of the Site.

2.5.6 "Web Property" means the webpages within a unique Internet domain or subdomain owned or operated by City.

2.6 **Limited License.** City is granted a limited, nonexclusive, non-sublicensable, non-transferable license to access and use the Site, the online Socrata software applications made available by Contractor, if any, for use by City with the Site ("Site Applications") and the Services, including the right to load, store and display City Content on the Site. The license is subject to the terms of this Contract and does not include the right to: (a) operate or use the Site or the Site Applications on behalf of other entities or persons (e.g., operate as a service bureau) other than as may be approved by Contractor; (b) modify or otherwise make any derivative uses of the Site or the Site Applications, or any portion thereof; or (c) use of the Site, the Site Applications or the Services other than for their intended purposes. City will use the Site, Site Applications and the Services in conformance with applicable laws. Any use of the Site, the Site Applications or the Services other than as specifically authorized herein, without the prior written permission of Contractor, is strictly prohibited and may result in Contractor terminating the license. Unless explicitly stated herein, nothing in this Contract will be construed as conferring any license to City of any other intellectual property rights of Contractor or its third party licensors or suppliers, whether by estoppel, implication or otherwise.

2.7 **City Password.** City agrees to (a) maintain the security of City's password or key provided by Contractor to access and load City Content on the Site; and (b) accept all risks of unauthorized access to the City Content or other information City provides to Contractor. City is responsible for all activity that occurs under City's account, and City should not share City's password with any third party.

2.8 **City Content.** City is solely responsible for all City Content that is posted or provided to Contractor for the Site. City agrees not to post, upload to, transmit, distribute, store, create or otherwise publish through the Site (including in its datasets) any of the following:

a. Information that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, invasive of an individual's privacy or publicity rights, or fraudulent;

b. Information that would constitute or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law,

including, without limitation, the regulations of the U.S. Securities and Exchange Commission or any rules of a securities exchange such as the New York Stock Exchange, the American Stock Exchange or the NASDAQ;

c. Information that infringes any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any City Content, City represents and warrants that City has the lawful right to distribute and reproduce such City Content;

d. Information that impersonates any person or entity or otherwise misrepresents City's affiliation with a person or entity;

e. Information that is subject to any export control laws or regulations;

f. Unsolicited promotions, political campaigning, advertising or solicitations;

g. Subject to federal and state law including the Texas Public Information Act, private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;

h. Viruses, corrupted data or other harmful, disruptive or destructive files.

2.8.1 City Content and User Information. Contractor takes no responsibility and assumes no liability for any City Content and User Information posted, stored or uploaded on the Site by City or any third party, or for any loss or damage thereto, nor is Contractor liable for any mistakes or inaccuracies in City Content or User Information. As a provider of interactive services, Contractor is not liable for any statements, representations provided by City's users in any public forum, personal home page or other Site interactive area. However, Contractor agrees not to publish, distribute, or post any User Information on the Site until 1) the City provides Contractor with a written request for the User Information that includes instructions regarding the discussion group, terms of use, and disclaimers; 2) the City's requested terms of use and disclaimers are posted with the discussion group, and 3) the City has reviewed and approved the discussion group for posting. Although Contractor has no obligation to screen, edit or monitor any of the City Content posted on the Site, CONTRACTOR RESERVES THE RIGHT, AND HAS ABSOLUTE DISCRETION, TO REMOVE, SCREEN OR EDIT ANY CITY CONTENT POSTED OR STORED ON THE SITE IF THE SAID CONTENT IS NOT PERMITTED UNDER THIS CONTRACT AS SET FORTH ABOVE AND PROVIDED CONTRACTOR PROVIDES WRITTEN NOTICE TO THE CITY CONTRACT MANAGER AT LEAST THREE (3) BUSINESS DAYS PRIOR TO CONTRACTOR'S REMOVAL, SCREENING, OR EDITING OF THE CITY CONTENT OR REQUIRING CITY TO DO THE SAME. CONTRACTOR'S REMOVAL, SCREEN, OR EDIT OF ANY INTERACTIVE AREA INFORMATION OR REQUIRING THE CITY TO DO THE SAME MUST BE IN ACCORDANCE WITH CITY PROVIDED TERMS AND CONDITIONS FOR THE INTERACTIVE AREA(S) AND CONTRACTOR MUST PROVIDE PRIOR WRITTEN NOTICE TO THE CITY CONTRACT MANAGER OF THE SAID ACTION AS STATED ABOVE. CITY IS SOLELY RESPONSIBLE FOR CREATING BACKUP COPIES OF AND REPLACING ANY CITY CONTENT AND USER INFORMATION POSTED OR STORED ON THE SITE AT CITY'S SOLE COST AND EXPENSE. Any City use of the Site, the Site Applications or the Services in violation of the foregoing violates this Contract and may result in, among other things, termination or suspension of City's right to use the Site, the Site Applications and the Services. In order to cooperate with legitimate subpoenas or court orders, or if approved in writing by the City in advance of Contractor's disclosure, Contractor may access and disclose the requested information such as IP addressing and traffic information, usage history, and posted City Content, provided it has notified the City in writing before the disclosure under a subpoena or court order.

2.9 Rights to City Content. City retains all intellectual property rights including copyright in and all ownership of the City Content. For the purpose of Contractor performing under this Contract, however, City grants Contractor a limited, nonexclusive, royalty-free, revocable right to use, reproduce, publish, distribute, analyze, perform and display such City Content on the Site for the City. City represents and warrants that (a) City owns and controls all of the rights to the City Content or City otherwise has the right to post such City Content to the Site; and (b) use and posting of the City Content does not violate this Contract. City agrees that Contractor may collect and analyze the data and data structures City posts on the Site, whether private or

public, and City's other activities on the Site in order to tailor the Services to individual user needs and interests to the extent applicable and make the Services the best possible user experience.

2.10 Suggestions. The parties acknowledge and agree that any materials City submits regarding the Site, the Site Applications or the Services, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information ("Suggestions"), are confidential and remain the sole property of Contractor. City owns exclusive rights to Suggestions, including all intellectual property rights. Contractor is not entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without prior written consent and compensation to City.

2.11 Third Party Links. Third party links on the Site to Web pages and content of third party links (collectively, the "Third Party Links") are not permitted without the City Contract Manager's prior written approval to Contractor. Contractor does not monitor or have any control over any Third Party Links. Contractor does not endorse or adopt any Third Party Links and can make no guarantee as to its accuracy or completeness. Contractor does not represent or warrant the accuracy of any information contained therein and undertakes no responsibility to update or review any Third Party Links. Users use such Third Party Links contained in the Site at their own risk.

2.12 Trademarks. Contractor, Contractor.com and the Contractor logos and any other product or service name or slogan contained in the Site (other than City's marks and logos) are trademarks of Contractor and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Contractor or the applicable trademark holder. City may not use any metatags or any other "hidden text" utilizing "Contractor" or any other name, trademark or product or service name of Contractor without our prior written permission. In addition, the look and feel of the Site, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Contractor and may not be copied, imitated or used, in whole or in part, without Contractor's prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Site (other than City's marks and logos) are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by Contractor.

2.13 Infringer Policy. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, Contractor has adopted a policy of terminating, in appropriate circumstances and at Contractor's sole discretion, users, subscribers or account holders who are deemed to be repeat infringers. Contractor may also at its sole discretion limit access to the Site and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement. City understands that Contractor wants to limit its liability as an **online service provider** and follow the DMCA "safe harbor" provisions (immediate removal of purported infringing material upon receiving notice from copyright owners or their agents) and also wants to terminate copyright violators-users of the Site. Contractor should provide notice of this in its terms of use posted on the Site. Please provide City with copy of terms of use. The terms of use for the Site should include the terms of use.

2.14 Support; Operation of Site and Services. Contractor will: (i) provide its basic support for the Services (telephone and email support Monday through Friday (excluding holidays) from 9:00 AM to 5:00 PM Pacific Time) to City at no additional charge, and/or upgraded support if purchased separately, and (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (which will be scheduled to the extent practicable to occur on the third Saturday of January, February, April, May, July, August, October, and November, from 8:00 PM to 9:00 PM Eastern Time and on the third Saturday of March, June, September and December from 8:00 PM to Midnight Eastern Time), or (b) any unavailability caused by circumstances beyond Contractor's reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Contractor employees), Internet service provider failures or delays, or denial of service attacks.

SECTION 3. COMPENSATION

3.1 Contract Amount. The Contractor will be paid a one time fee for implementation and training at the cost of \$30,000 with an ongoing fee of \$3,000 per month for hosting and support. Contractor will be paid the

implementation and training fee upon acceptance of the installation and training. In consideration for the services to be performed under this Contract, the Contractor shall be paid \$66,000 during the initial term for the implementation and training and \$3,000 per month for the vendor-hosted open data platform services; with four (4) twelve (12) month extension options in an amount not to exceed \$36,000 per extension option, for a total contract amount not to exceed \$210,000 for all fees and expenses. The pricing details are set forth on Exhibit B.

3.2 **Invoices.**

3.2.1 Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on Contractor's Invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Communications and Technology Department
Attn:	IT Front Desk
Address:	P.O. Box 1088
City, State, Zip Code	Austin, TX 78767

3.2.2 Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

3.2.3 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.2.4 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.3 **Payment.**

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.3.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

3.3.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;

3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,

3.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.7 failure of the Contractor to comply with any material provision of the Contract.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.5 **Travel Expenses.** No travel expense is authorized for this Contract.

3.6 **Final Payment and Close-Out.**

3.6.1 The making and acceptance of final payment will constitute:

3.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall be in effect from the date signed by an authorized representative of the City and shall remain in effect for an initial term of twelve (12) months from the successful completion of the implementation and training and may be extended thereafter for up to four (4) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 Termination For Cause. In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 Termination Without Cause. The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 Fraud. Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 Insurance. The following insurance requirements apply.

5.1.1 General Requirements

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and

shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the Contractor's email address, and shall be mailed to the following address:

Attn: Mick Osborne

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project

5.1.2.1.2 Independent Contractor's Coverage

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage

5.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage

5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas

5.1.2.3.2 Waiver of Subrogation, Form WC 420304, or equivalent coverage

5.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage

5.1.2.4 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5.1.2.5 **Certificate.** The following statement must be shown on the Certificate of Insurance.

"The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies."

5.2 **Equal Opportunity.**

5.2.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination

Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit D. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the Contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.2 Americans With Disabilities Act (ADA) Compliance. No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.3 Acceptance of Incomplete or Non-Conforming Deliverables. If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.4 Delays.

5.4.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.4.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.5 Rights to Proposal and Contractual Material. All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.6 Publications. All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 6. WARRANTIES/LIMITATION OF LIABILITY

6.1 Warranty – Price.

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.2 **Warranty – Services.** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2.1 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.2.2 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

6.3 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY CONTRACTOR, THE SITE, THE SITE APPLICATIONS AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE INFORMATION, CONTENT AND MATERIALS IN THE SITE. CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT THE SITE, THE SITE APPLICATIONS OR THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE, WHILE CONTRACTOR WILL ATTEMPT TO MAKE CITY'S ACCESS AND USE OF THE SITE, SITE APPLICATIONS AND SERVICES SAFE, CONTRACTOR CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SITE, SITE APPLICATIONS OR SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; THEREFORE CITY SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY UPLOAD TO AND FROM THE SITE. Reference on the Site to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Contractor.

6.4 **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY, THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SITE, THE SITE APPLICATIONS, THE SERVICES, THE CONTENT OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM EITHER PARTY, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO EITHER PARTY'S RECORDS, PROGRAMS OR SERVICES.

SECTION 7. MISCELLANEOUS

7.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely

and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

7.2 Workforce.

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract.

7.2.2.1.1 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.4 **Significant Event.** The Contractor shall immediately notify the Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.4.1 disposal of major assets;

7.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this contract;

7.4.3 any significant termination or addition of provider contracts;

7.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this contract;

7.4.6 reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters;

7.4.7 known or anticipated sale, merger, or acquisition;

7.4.8 known, planned or anticipated stock sales;

7.4.9 any litigation filed by a member against the Contractor; or

7.4.10 significant change in market share or product focus.

7.5 Right To Audit.

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.5.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

7.6 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.7 Indemnity.

7.7.1 Definitions:

7.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.7.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.7.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.7.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.8 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform hereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.9 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Contract Administrator

P O Box 1088

Austin, TX 78767

To the Contractor:

Socrata, Inc.

ATTN: Charles Blanchet

101 Yesler Way, Suite 402

Seattle, WA 98104

7.10 **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

Confidential Information does not include any information that: a) was known to the receiving party prior to receiving the same from the disclosing party in connection with this Contract; b) is independently developed by the receiving party; c) is acquired by the receiving party from another source without restriction as to use or disclosure; or d) is or becomes part of the public domain through no fault or action of the receiving party.

7.11 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.12 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without

liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.13 Gratuities. The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.14 Prohibition Against Personal Interest in Contracts. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.15 Independent Contractor. The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.16 Assignment-Delegation. The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.17 Waiver. No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.18 Modifications. The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.19 Interpretation. The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.20 Dispute Resolution.

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a

minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.21 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.

7.21.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.21.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.21.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

7.22 Subcontractors.

7.22.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.22.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.22.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.22.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.22.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.22.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.22.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.22.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.22.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten days after receipt of payment from the City.

7.23 Living Wages and Benefits.

7.23.1 In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain contracts in order to assure quality and continuity of service.

7.23.2 Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.

7.23.3 The City requires Contractors to provide a signed certification within five (5) calendar days of contract execution certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan (see Exhibit E, Living Wages and Benefits Contractor Certification). The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

7.23.4 The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:

7.23.4.1 employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;

7.23.4.2 time and date of week when employee's workweek begins;

7.23.4.3 hours worked each day and total hours worked each workweek;

7.23.4.4 basis on which employee's wages are paid;

7.23.4.5 regular hourly pay rate;

7.23.4.6 total daily or weekly straight-time earnings;

7.23.4.7 total overtime earnings for the workweek;

7.23.4.8 all additions to or deductions from the employee's wages;

7.23.4.9 total wages paid each pay period; and

7.23.4.10 date of payment and the pay period covered by the payment.

7.23.5 The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications for all employees directly assigned to the contract containing (see Exhibit F, Living Wages and Benefits Employee Certification):

7.23.5.1 the employee's name and job title;

7.23.5.2 a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;

7.23.5.3 a statement certifying that the employee is offered a health care plan with optional family coverage.

7.23.6 The employee certifications shall be signed by each employee directly assigned to the contract.

7.23.7 Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the Contract.

7.23.8 The City's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified above in this paragraph verify compliance with this provision.

7.24 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.25 **Invalidity.** The Invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be

deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.26 Survivability of Obligations. All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.27 Non-Suspension or Debarment Certification. The City is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a contract with the City, the Contractor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.28 Incorporation of Documents. Section 0100, Standard Purchase Definitions, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address: <http://www.ci.austin.tx.us/purchase/standard.htm>.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

Socrata, Inc.

By: K. Merritt
Signature

Name: Kevin S. Merritt
Printed Name

Title: President & CEO

Date: 10/24/11

City of Austin

By: Cynthia Gonzales
Signature

Name: Cynthia Gonzales
Printed Name

Title: Corporate Contract Compliance Manager

Date: 11/10/11

List of Exhibits

Exhibit A	Scope of Work
Exhibit B	Pricing
Exhibit C	Socrata Social Data Platform™
Exhibit D	Non Discrimination Certification
Exhibit E	Living Wages and Benefits Contractor Certification
Exhibit F	Living Wages and Benefits Employee Certification

Exhibit A Scope of Work

Socrata Social Data Platform™

Contractor will provide the City with the hosting, implementation, training and support of the Socrata for Government Open Data platform. The implementation will be a turnkey solution with a short development time that coincides with the release of the AustinGO website redesign project—currently scheduled for December 2011.

Setup

- The Contractor will provide project management with experience in setting up and configuring the Socrata Open Data API.
- The Contractor will provide assistance in developing custom themes/skins that comply with City design standards and policies.
- The Contractor will provide assistance in installation and implementation of additional tools such as a Social Data Player.
- The Contractor will assist City staff in the identification, transformation and visualization of data sets to be made available on the open data platform.

Performance

- The Contractor will provide at least 50GB of storage.
- The Contractor will provide at least 250GB of data bandwidth each month.
- Product/Service updates and maintenance will be included throughout the subscription period and will include email and telephone support.

Features

- The Contractor will provide a privately branded URL for the datasets published in the open data platform.
- The Contractor will provide open data catalog tools that allows users to search datasets through metadata or content.
- The Contractor will be able to report how data sets are being used and assess overall open data platform performance
- The Contractor will provide analytics that show the popularity, general use and trends related to published datasets.
- The Contractor will provide latitude and longitude information for datasets requiring visual mapping presentation.
- The Contractor will allow for integration of social networking tools like commenting on datasets, sharing datasets and ability to rate/rank/nominate datasets.

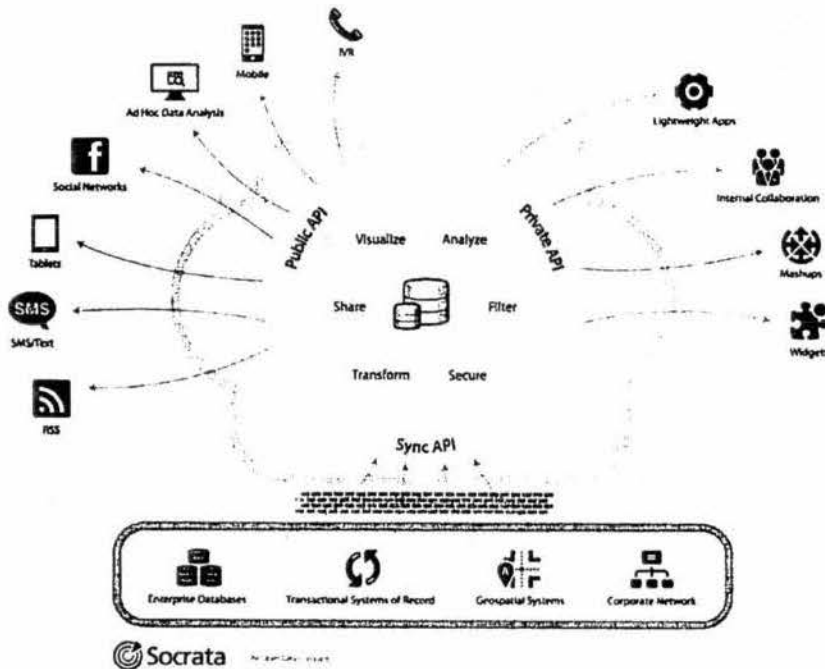
Training

- The Contractor will provide training that includes training for programmers who will be using the Socrata API to set up data entries for publishing. The Contractor will provide training for City staff who will be responsible for publishing data sets using the Socrata open data platform.

About Socrata

Socrata is the leading developer and provider of Open Data Services, a category of cloud-based Web 2.0 solutions that enable federal, state, and local governments to dramatically improve the reach, usability and utility of their public information assets.

The Open Data Platform™ is a turnkey information delivery platform that reduces lifecycle management costs for our clients while boosting their ability to disseminate relevant information and to deploy data-driven services to a wide range of audiences including citizens, developers, researchers, journalists and internal stakeholders.



The cloud-based Socrata platform transforms information assets – tabular data, geospatial data, unstructured content and real-time data from transactional systems – into a consumption-optimized and socially-enriched experience, that is automatically accessible across multiple channels of interaction.

Socrata Proposed Solution

Based on our understanding of the City's requirements, Socrata proposes the Socrata Open Data Platform™ *Plus Plan*, which includes:

- Capabilities for easy dataset uploading by the content managers assigned to the Web Property
- Privately branded and embeddable Open Data Player™
- Advanced visualization tools
- The Socrata Open Data API (SODA), an open, license-free, standards-based API for providing developer access to datasets and publisher access for uploading, appending and refreshing content
- A comment moderation system
- A dataset nomination system
- 50 GB of data storage
- 250GB per month of data delivery bandwidth services
-

Optional modules that are added to the base Socrata Open Data Platform™ *Plus Plan* include:

- Open Data Catalog module (fully-configurable and brandable data catalog that allows audiences to search for and browse the entire library of public datasets in the datasite)
- Private URL (DNS CNAME) Module that allows the City to privately brand the URLs of datasets, the dataset discovery module and the API. This module allows the city's datasite to reside, for example, at <http://data.Austin.gov> instead of <http://Austin.socrata.com>
- Advanced performance metrics showing how data is being accessed and disseminated across the web
- Geo-coding module (assigns latitude and longitude values to any location rows within a dataset)
- Standard Dataset routing and approval
-

Throughout the subscription agreement, the Socrata Open Data Platform™ will automatically and transparently receive the latest product and service updates and maintenance. The Socrata Open Data Platform™ subscription also includes email and telephone support.

Proposed Solution Description



The Socrata Open Data Platform™ allows organizations to make data available to the public by transforming the way audiences consume and share public datasets, enabling organizations to boost audience participation and engagement. Agencies can design and configure an agency-branded datasite that provides access to the agency's datasets in a sub-site that matches the look and feel of the agency's primary website.

The Socrata Open Data Platform™ and the embeddable Open Data Player™ enable both technical and non-technical audiences to interact with data online. Scientists, researchers and analysts can download data in a multitude of formats including XML, CSV, XLS and JSON, while less technically savvy users can access data through an intuitive, familiar user interface, much like media players are used for audio and video content. This interface provides accessible data sorting, searching, and filtering capabilities as well as community features for dataset commenting, rating and discussion.

Privately Branded Data Discovery Experience

The proposed solution also includes two add-ons: The Open Data Catalog module and the Private URL. Combined with the Socrata Open Data Platform™ Plus Plan, these add-ons allow the City of Austin to create a full-featured, customizable data catalog website (also described as a datasite) running on its own domain thus allowing users to search for datasets by keyword; browse datasets by customer-defined categories or by tags; page through datasets; and finally sort datasets based on several attributes such as popularity.



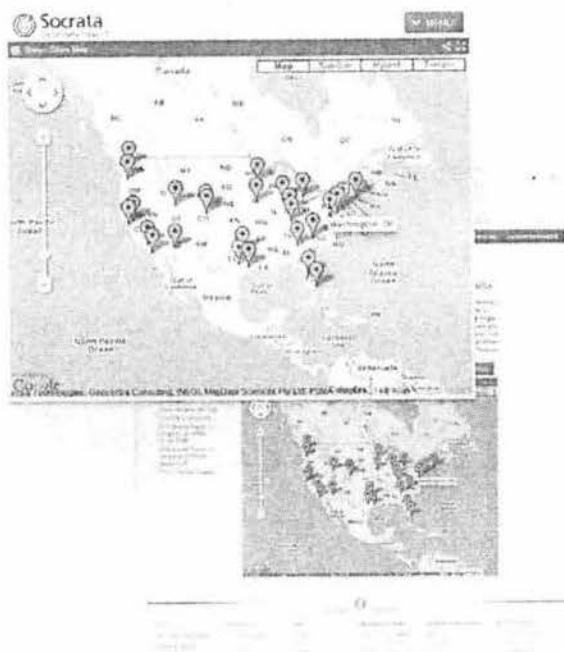
Example of a Privately-Branded Socrata-powered Socrata Open Data Platform™ Datasite

Socrata Open Data Player™



The Socrata Open Data Platform™ includes the innovative Socrata Open Data Player™, which can be both redistributed and integrated with popular websites and social networks, allowing audiences to republish data on their website or even share data through Facebook or Twitter.

- Without any software or downloads, users can sort, filter, analyze, and visualize datasets.
- Social media integration makes it easy for audiences to propagate data across the Web.
- Communities can discuss and comment, unlocking new insights from data.
- Publishers or the community moderate the quality of participation, requiring low comment and discussion maintenance.
- Content managers easily upload and manage datasets to a privately branded data site, add dataset descriptions and metadata.



The Socrata Open Data Player™ Embedded Within a Website

Socrata Dataset Performance Metrics

The City's data content managers can track civic engagement, using Socrata Dataset Performance Metrics to trend dataset access statistics and track the proliferation of datasets on 3rd party websites.

- Trend the performance of dataset access statistics
- Track the propagation of datasets, creating a network graph of influential 3rd party websites

Socrata Sitewide Analytics

City's data content managers and administrators can further track civic engagement, using Socrata Sitewide Analytics to trend and monitor aggregate statistics across the entire datasite. Analytics are recorded at the API and do not rely on persistent cookies in the browser.

- Trend aggregate datasite visitation, consumption, socialization and engagement statistics
- Trend aggregate datasite access metrics by access method – API, interactively online, embedded offsite, download
- Identify most accessed datasets within the datasite
- Identify top referring hosts sending visitors to the datasite
- Identify top embedded datasets, accounting for the largest offsite access to data
- Understand the kind of data audiences are genuinely interested in by analyzing site-wide search trends
- Adjustable date window reports aggregate statistics by day, week, month, year or a user-defined date range



The Socrata Site Wide Analytics Dashboard



The Socrata Open Data API provides an open, standards-based, RESTful application programming interface for City datasets. Offering programmatic access to data allows developers to combine datasets and web services to create new applications and mashups.

- Allows rapid integration with and publishing from existing, industry standard databases; allowing for personally identifiable information removal and time lag
- Unlocks the ability for machine processing of datasets
- Empowers developers to combine datasets with other web services for new mashups and applications
- Provides a consistent API, reducing the technical costs of accessing multiple APIs
- Supplies developers with procedures and functions common to all datasets delivered through the Socrata Open Data Platform™

The screenshot shows a web browser interface. On the left, a code viewer displays a JSON object representing a dataset record. The JSON object is as follows:

```

{
  "id": "12345678",
  "name": "2012 Report to Congress on White House Staff",
  "description": "The report details the activities of the White House staff in 2012.",
  "category": "Government",
  "created": "2012-12-12T10:00:00",
  "modified": "2012-12-12T10:00:00",
  "url": "http://www.socrata.com/datasets/12345678",
  "thumbnail": "http://www.socrata.com/thumbnails/12345678.jpg",
  "version": "1.0",
  "license": "CC BY",
  "columns": [
    {
      "id": "1",
      "name": "id"
    }
  ]
}

```

On the right, a sidebar menu contains the following items:

- More views
- Download
- Embed
- API
- Print

Accessing the Open Data API From a Dataset Page

Geo-coding Capabilities

The add-on capabilities include the Geo-coding Module, which location enables datasets by assigning latitude and longitude values to rows within a dataset, so that the data can be plotted or mapped visually.

The Geo-coding module allows automatic creation of location data from US address data or existing latitude and longitude columns. Positions can be determined from as little information as zip codes. With automatic coordinate generation, datasets can be mapped on any of the platform's compatible base maps, such as Google, ESRI and Bing. The location data can be mashed up with values, such as un-employment rates, to create heat maps and other complex map based visualizations.

The screenshot shows a 'Create Dataset' dialog box with the 'Columns' tab selected. Under the 'Use Existing US Address Columns' section, there are four rows for 'Street', 'City', 'State', and 'Zip Code'. Each row has a 'Type' dropdown menu set to 'Text', a 'Geocode' button with a location pin icon, and an 'Enter New Value' text input field. At the bottom, there is a '* Required Fields' label and two buttons: 'Create' and 'Cancel'.

Automatic Geo-coding Options

Standard Publisher and Administrator Dataset Approval and Management

The proposed solution includes capabilities to help publishers create, manage and share datasets:

- Publishers can share datasets privately with others and assign privileges for each collaborator on an-hoc basis prior to publishing.
- Publishers can update an offline version of their datasets without changing the current published version, then promote the most up-to-date version live. This allows publishers to work offline and seek approvals prior to publishing, if necessary.
- Publishers can temporarily or permanently transfer dataset ownership to others.
- Specify datasite and dataset-level default licensing, attribution and terms of use. This and other metadata remains attached to the dataset within the datasite as well as being embedded outside of the datasite via the Socrata Open Data Player™.
- Append data to an existing dataset, both through the publisher user interface and the publisher API, without loss of data or metadata.
- Refresh an existing dataset, replacing all existing rows with new rows, both through the publisher user interface and the publisher API, without loss of metadata.
- There are four basic permission levels that a domain administrator can set:
 - - Editors can create and edit datasets that they own
 - - Publishers can do anything an editor does, plus editing other users' datasets (and metadata), marking another user's datasets public or private, and moderating comments.
 - - Designers can create and edit their own datasets, as well as configure their site's design and SDP [What does SDP stand for?] templates

- - Administrator can do any of the above, plus managing the permissions of users and re-assigning dataset ownership.
- Dataset moderation can be performed by Publishers and Administrators:
- - Community commenting can be disabled.
- - If community moderation is enabled, once a comment has two negative 'votes' by the community it is marked as inappropriate and removed.
- - If publisher moderation is enabled, all comments must be approved before posting.
- Administrators can delete user created views, promote datasets or views by placing them on the main catalog page, or change the default dataset view.
- Socrata or the City of Austin team can use the Publisher API to automate data management processes such as publishing and periodic updates.
- Agencies can enable a "Dataset Suggestion" system to allow citizens to suggest datasets and vote on datasets already suggested by others.

Private URL

The optional Private URL (DNS CNAME) Module allows you to privately brand the URLs of datasets, the Open Data Catalog module and the API. This module allows your data site to reside.

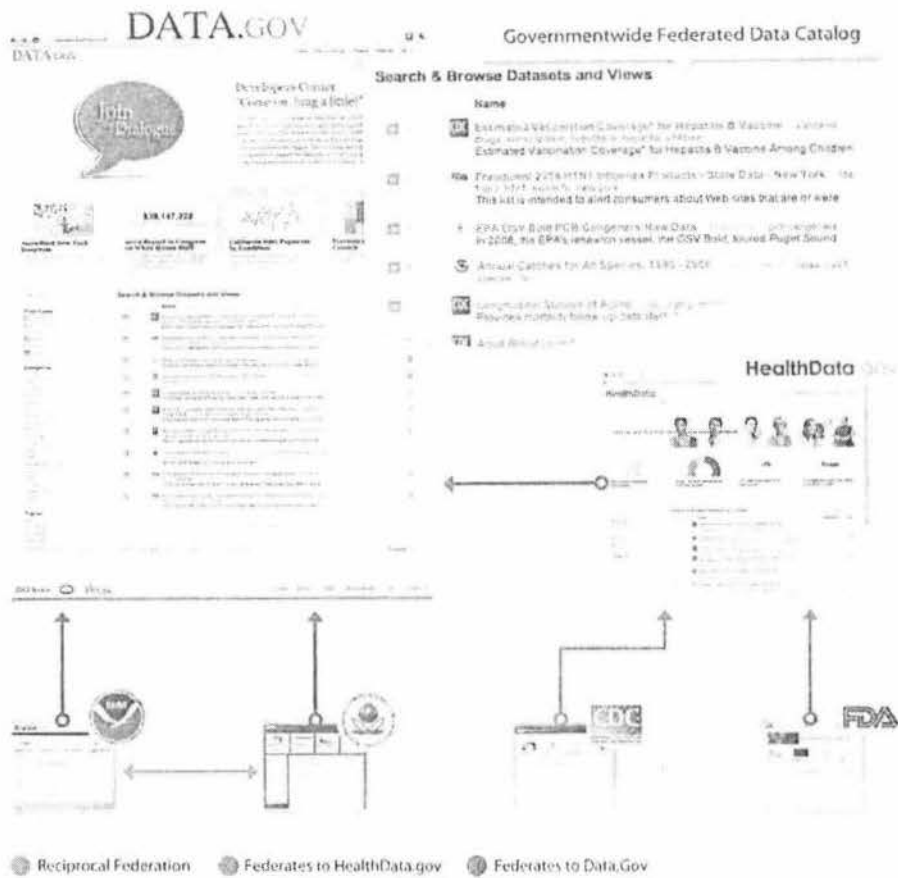
Open Data Federation Services

Socrata Open Data Federation Services (ODFS) allows data publishing organizations share their data with each other's audiences exposing and/or federating their respective metadata catalogs. Open Data Federation Services is included with all Socrata Open Data Platform plans. Socrata Open Data Federation Services may be configured in a number of ways:

- A source domain can expose part or all of its metadata catalog to another target domain
- A domain can act exclusively as a *source*, exclusively as a *target*, or both as a *source* and a *target*



to
by



A Simplified Illustration of a Federated Architecture using Sacrata Open Data Federation Services

Exhibit B Pricing

Pricing

One-Time Non-Recurring Service Fees			
Product/Service	Description	Qty	Extended
Developer API Training	7 hour, instructor-led course providing programmer training on the use of the Socrata Open Data publisher API. This is an onsite, daylong API training course. Travel costs not included and will be billed, at cost, separately.	1	\$2,000
Publisher Training	Data Publisher training on the use of the Socrata Open Data Platform. This is a 120-minute training session performed remotely by a Socrata training professional.	6	\$4,000
Implementation Manager	A Socrata Implementation Manager will lead your Open Data program to a successful launch.	40	\$5,500
Site Design, Custom Theming & Skinning	Socrata assistance in theming and skinning your privately branded data site.	40	\$5,000
Custom Social Data Player Template	Socrata's design team will help you design a custom Social Data Player template for your organization.	1	\$500
Socrata Data Analyst	A Socrata Data Analyst will help you identify, transform, load and visualize your data.	100	\$13,000
Total - Non-Recurring Service Fees			\$30,000

Note: Any travel or travel related expenses for the Developer API training is inclusive in the price.

Monthly Recurring Charges			
Solution Elements	Description	Qty	Total
Social Data Platform - Plus Plan	Transform the way audiences consume and share public datasets, boost audience participation and engagement.	1	\$1,000.00
Recommended Modules			
Private URL	Privately brand the URLs of datasets, the Open Data Catalog module and the API.	1	\$500.00
Open Data Catalog	Interactive data catalog that allows your visitors to search, browse, and find datasets based on their metadata or contents.	1	\$600.00
Advanced Dataset Performance	Analyze how your data has been accessed and redistributed in real-time.	1	\$200.00
Sitewide Analytics Module	Aggregate statistics for the entire Open Data Catalog Site, including search trends, most popular datasets and most referring external hosts.	1	\$500.00
Geocoding Module	Assign latitude and longitude information to every row within a dataset. This information can then be used to plot or map datasets visually.	1	\$200.00
Total Monthly Charges			\$3,000

- The monthly recurring charges (\$3,000) will remain at the same level for the duration of the Contract and all future Contract extensions. The set-up fees are not required for renewals or extensions.

Exhibit C Socrata Social Data Platform™

Availability Statement

As a Software-as-a-Service provider, Socrata is committed to ensuring reliability and availability by delivering a world-class infrastructure as its foundation. To that effect, Socrata maintains redundancy at the data center level as well as at the equipment level within each data center. A robust back-up infrastructure underpins the failover process between the critical operational components.

The Socrata Open Data Platform™ is hosted and located in the continental United States. The facilities are fully redundant, SAS 70 data centers owned and operated by Savvis, Inc. The facilities are located in Seattle, WA, and Chicago, IL.

Availability Details

- Two geo-redundant datacenters
- Two copies of all data in each datacenter
- Data is stored on servers utilizing RAID 10 storage
- All data and related metadata is replicated to an on-site backup server, with comparable hardware configuration as the primary server and capable of becoming the primary server in the event of failure. The recovery point objective (RPO) is actively monitored and maintained below 20 minutes. Historical copies of replicated data are maintained in a limited rotation.
- All data and metadata is replicated to a secondary, geo-diverse data center. The secondary data center includes hardware for operating the service at full capacity, should the primary datacenter fail for an extended period of time.
- Socrata staff periodically test and validate restoration, as well as simulating failure scenarios to validate and improve existing contingency plans.
- Scheduled maintenance is performed without disruption of service. When disruption of service is unavoidable, maintenance will take place during a scheduled maintenance window late on Saturday evenings.

Service Level Agreements (SLAs)

Category	Key Performance Indicators	SLA
Availability	Availability average over 3 mo.	Quarterly uptime at least 99.9% excluding published maintenance windows.
Maintenance	Adherence to windows	Cumulative maintenance windows <24 hours in a year.
Back-ups	Recovery Point Objective	Under 20 minutes.
API	Availability	Peak 500,000 requests/hour for any single web property

Security

Physical security: Single point of entry to hosting areas, Main access monitored 24x7x365, Surveillance cameras in facility, Access validation with identity check, Access only to persons on Socrata approved access list or sub-contracted data center provider.

Electronic security: Login validation, Creation of system-level accounts only as verified by Socrata, Access to servers via encrypted means, Servers running behind secure redundant firewalls

FISMA Certification and Accreditation

We recently received our Approval to Operate (ATO) for both Data.Gov (GSA) and CDC for FISMA Low and we have committed to go back through the process for FISMA Moderate by year-end. Our

FISMA Low accreditation applies to the following publications.

- FIPS PUB 199, "Standards for Security Categorization of Federal Information and Information Systems"
- NIST SP 800-60, "Guide for Mapping types of Information and Information Systems to Security Categories."
- NIST SP 800-30, "Risk Management Guide."
- OMB M-04-04, "E-Authentication Guidance for Federal Agencies"
- FIPS PUB 200, "Minimum Security Requirements for Federal Information and Information Systems"
- NIST SP 800-53 R3, "Recommended Security Controls for Federal Information Systems."
- NIST SP 800-18 Revision 1, "Guide for Developing Security Plans for Information Technology Systems."
- NIST SP 800-53A, "Guide for Assessing the Security Controls in Federal Information Systems"
- NIST SP 800-34, "Contingency Planning Guide for Information Technology Systems"

Third Party Security Audit

Socrata engaged IOActive to evaluate the security threats and risks associated with their external web application, and to perform a vulnerability assessment and penetration test. As a result, IOActive consultants performed an extensive security assessment of the identified application.

"The IOActive consultants found the assessed application to be in good security standing overall—it contained little in terms of critical vulnerabilities and the one high-risk item found that enabled session hijacking was remediated quickly by Socrata staff."

Exhibit D
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 24th day of October, 2011

CONTRACTOR

Authorized
Signature

Title

Kevin S. Merritt
K. S. Merritt
President & CEO

EXHIBIT E
CITY OF AUSTIN, TEXAS
Living Wages and Benefits Contractor Certification
(Please duplicate as needed)

Pursuant to the Living Wages and Benefits the Contractor is required to pay to all employees directly assigned to providing Services pursuant to this Contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this Contract:

are compensated at wage rates equal to or greater than \$11.00 per hour; and
are offered a health care plan with optional family coverage.

Employee Name	Employee Job Title
Cam Caldwell	National Account Manager
Clint Tseng	Software Engineer

all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.

Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

If Contractor violates this Living Wage provision Contractor shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the Contractor to possible suspension or debarment.

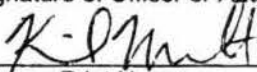
Company Name		
Signature of Officer or Authorized Representative	Title	Date
	President & CEO	10/24/11
Type or Print Name		
Kevin S. Merritt		

EXHIBIT F
CITY OF AUSTIN, TEXAS
Living Wages and Benefits Employee Certification

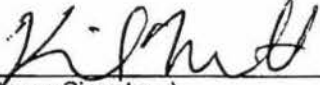
Contract Number:	Description of Services: <i>Socrata / Austin City Data Portal</i>
Contractor Name: <i>Socrata</i>	

Pursuant to the Living Wages and Benefits provision of the Contract, the Contractor is required to pay to all employees directly assigned to providing Services pursuant to this Contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this Contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee Name <i>Cam Caldwell</i>	Title <i>10-24-11 ^{etc} National Account Manager</i>
Signature of Employee <i>Cam Caldwell</i>	Date <i>10-24-11</i>
Type or Print Name	



(Witness Signature)

Kevin S. Merritt

(Printed Name)

EXHIBIT F
CITY OF AUSTIN, TEXAS
Living Wages and Benefits Employee Certification

Contract Number:	Description of Services: <i>Socrata/Austin City Data Portal</i>
Contractor Name: <i>Socrata</i>	

Pursuant to the Living Wages and Benefits provision of the Contract, the Contractor is required to pay to all employees directly assigned to providing Services pursuant to this Contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this Contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.


Employee Name <i>Clint Tseng</i>	Title <i>Software Engineer</i>
Signature of Employee <i>[Signature]</i>	Date <i>10/24/2011</i>
Type or Print Name <i>Clint Tseng</i>	

[Signature]
(Witness Signature)
Kevin S. Merritt
(Printed Name)



MEMORANDUM

TO: Department Directors

FROM: Marc A. Ott, City Manager 

DATE: August 3, 2011

SUBJECT: City of Austin Open Data Initiative

As you all know well, transparency has been one of the cornerstones of my approach here as City Manager, and I appreciate how each of you has embraced the drive to "take the mystery out of local government." The last year we've rolled out some great examples, including the Austin Finance Online website and www.SpeakUpAustin.org. The new City website redesign promises to continue that trend.

Now we have a special opportunity to continue our success with the creation of a robust online data portal for the public, our partners and the media.

Open data is a key goal of the current Federal administration, and is already being put in to use in cities like Washington, DC and Baltimore. These "data portals" provide a wide range of raw government data in a number of formats, giving users the opportunity to download, view and use it. In almost all cases, the data presented is already being used internally, so it usually requires minimal work to make it publicly available. You can see an excellent example of a data portal at www.data.gov.

To achieve these goals, I ask each of you to:

- Identify a single point of contact for data in your department, and communicate the name of your SPOC to Stephen Elkins by August 10, 2011.
- Direct your SPOC to identify a list of available departmental data sets by August 26, 2011 and be prepared to discuss these data sets with the project team by September 9, 2011

CTM and CPIO will present a final list of data resources to the community, identify ones of greatest interest, and begin offering selected data through the portal by the end 2011.

Open data is new territory for us as an organization, but together we can be a model to the nation and create a resource that parallels the values of our progressive community. I thank you for your support of Stephen and his team in this effort.

Approved

CITY OF AUSTIN



MBE/WBE UTILIZATION FORM & UTILIZATION PLAN FOR SOLE/SINGLE SOURCE AND PROFESSIONAL SERVICES

Project Name: AustinGO Web Redesign

Contract Number: N/A

Date: 8/11/2011

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)

MBE/WBE UTILIZATION FORM

✓ **SOLE/SINGLE SOURCE
PROFESSIONAL SERVICES**

Even though no goals have been established for this contract, the Offeror is invited to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Offeror does not perform the service with its own workforce or if supplies or materials are required and the Offeror does not have the supplies or materials in its inventory, the Offeror is encouraged to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Offeror is also encouraged to make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No X

Yes _____ If yes, contact SMBR at (512) 974-7600 to obtain an availability list.

I understand that even though no goals have been established, I am encouraged to comply with the City of Austin's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this Form and Utilization Plan shall become a part of my Contract.

Socrata, Inc.
Company Name

Kevin Merritt
Name and Title of Authorized Representative (Print or Type)

Signature

8/11/11
Date

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

✓ APPROVAL IS HEREBY GRANTED.

____ APPROVAL IS HEREBY DENIED. CONTACT SMBR FOR ADDITIONAL INFORMATION.

Reviewing Counselor Raymond M. Young Date August 12, 2011

UTILIZATION PLAN

(Please duplicate as needed)

PROJECT NAME: AustinGO Web Redesign

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	Socrata, Inc.		
Address	101 Yesler Way, Suite 402		
City, State Zip	Seattle, WA 98104		
Phone	206-340-8008	Fax Number	(206) 452-2010
Name of Contact Person	Charles Blanchet		
Is company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I understand that even though no goals have been established, I am encouraged to comply with the City of Austin's MBE/WBE Procurement Program if subcontracting areas are identified. I certify that the information included in this Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract.

Kevin Merritt, CEO and Founder

Name and Title of Authorized Representative (Print or Type)

K. Merritt

Signature

8/11/11

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract.

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor/Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

Please submit this completed form to VIA EMAIL to:

CTM- IT Procurement
Attn: Kevin Benson
Kevin.Benson@ci.austin.tx.us
1124 South IH 35 Suite 300
Austin, Texas 78701-2614
Phone: (512) 974-6203
Fax: (512) 974-1822

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:	
<input checked="" type="checkbox"/>	APPROVAL IS HEREBY GRANTED.
<input type="checkbox"/>	APPROVAL IS HEREBY DENIED.
Reviewing Counselor <i>Raymond M. Young</i>	Date <i>8/12/11</i>

PURCHASING OFFICE
CITY OF AUSTIN

REQUEST FOR SOLE OR SINGLE SOURCE PROCUREMENT

DATE: 6/19/11

TO: Mick Osborne

FROM: Matthew Esquibel

NAME: Socrata - Data Portal

PHONE: 974-3218

1. Request approval for Sole Source or Single Source Procurement of goods and/or services for the reasons as described in Section 3 herein.
2. Describe item/service to be purchased. Include department, use of product/service, cost, name, and telephone number of vendor and other descriptive information.

Department: Enterprise

Use of Product/Service: A Software as a Service solution to provide an open data platform for the City of Austin. The service must provide tools and interfaces that address 3 core website audiences seeking city data: the citizen, the researcher and the software application developer. This portal will provide data content in a variety of machine consumable formats, provide customized reports, maps and ability to download content on-demand.

Cost: \$70,000.00 (estimated 30k start-up fee and 3k per month for 1 year. This service is following the Federal Government directive for government open data and is a priority for City of Austin Executive management.

Name: Socrata

Contact: Charles Blanchet

Phone: 415-505-1662

Address:

101 Yesler Way, Suite 402

Seattle, Washington

98104

3. Procurement is: (Check only one)

<input type="checkbox"/>	Sole Source (Complete appropriate section A - C)
<input checked="" type="checkbox"/>	Single Source (Complete Section D)

This procurement is necessary because:

Sole Source	A.	There is no competitive product. The good/service is a one-of-a-kind or patented product, a copyrighted publication available from only one source or a unique item such as an artwork. <u>Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.</u>
		Detail Explanation:
	B.	The product is only available from a regulated or natural monopoly. For example, utilities, gravel from the only gravel pit in the area protected site, territorial/geographical area, or some similar situation. <u>Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.</u>
		Detail Explanation:

	<p>C. The product is a component of an existing system that is only available from one supplier. The replacement of a component or a repair part may only be available from the original supplier. <u>Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management</u></p> <p>Detail Explanation:</p>
Single	<p>D. A Single Source is the one source among others in a competitive marketplace which for specific justifiable reasons has predominant qualifications for selection for contract award.</p> <p>Detail Explanation:</p> <ul style="list-style-type: none"> • <u>Socrata is the Data.gov platform provider. The proposed solution includes built-in (optional) capabilities to automatically push your data into the US Federal government's data catalogue.</u> • <u>Only open data platform that has a standard ESRI Integration.</u> • <u>Only open data platform with native visualization capabilities including charting and mapping</u> • <u>Only open data platform with social features encouraging participation and collaboration.</u> • <u>Only open data platform with analytic features allowing data publishers to measure data use and civic engagement.</u> • <u>Only open data platform with built-in support for publication of data in Linked Open Data (LOD) format.</u> • <u>Only open data platform with openly licensed API specs for data consumption, data publishing and data federation.</u> • <u>Only open data platform with a customizable and configurable content management system purposefully built for the operation of a public facing open data catalog.</u> • <u>Only open data platform with built-in data exploration capabilities intuitive enough that users can be successful without technical training.</u> • <u>Only open data platform with the ability to allow end users to download data in more than 8 formats, of their choosing.</u>

4.

I certify that a Sole Source or Single Source Procurement exists. Over \$5,000 forward to the Purchasing Office.

<u>Stephen Elkins</u>	<u>CTM</u>	<u>Stephen A. Elkins</u>	<u>7/28/2011</u>
Director (printed)	Department	Signature	Date
<u>Leslie Browder</u>		<u>[Signature]</u>	<u>8-9-2011</u>
ACM Name (printed)		Signature	Date
(Only if over \$50,000)			

Purchasing Office (Over \$5,000):	
<input checked="" type="checkbox"/> Concur	<input type="checkbox"/> Do Not Concur
<u>need quote from vendor. Check DIR contract.</u> <u>match dollars + include</u> <u>mont. for x period including optins</u>	

Sole Source – Single Source Procurement Request

not to exceed
5 years

Revised January 07, 2010



MEMORANDUM

DATE: 8/16/11
TO: Mick Osborne, Purchasing
FROM: Charles Purma, CTM
RE: Vendor evaluation process for Open Data portal initiative

Members of the City of Austin's web conducted a review of all known major municipal open data portals in the country, such as Washington DC, San Francisco, Cleveland, Chicago, Baltimore, Philadelphia, and New York City, as well as the Federal government. These portals were either developed and hosted by the Cities themselves, or were hosted by the following vendors:

1. Socrata
2. simplergov.org

Upon researching each solution against the City's requirements and resource restraints, it was determined that Socrata was the only viable option. The primary and guiding reason for this is because Socrata is the only open data platform to provide an openly licensed application programming interface (API) for data consumption, publishing, and federation. The other vendors do not offer this, but instead only provide a place to host the data and portal. This API allows the ability for a variety of user options to view, filter and consume the raw data made available on the platform. Without this API, the City does not have the resources to provide this required level of features and functionality.

Supporting reasons why Socrata was chosen is because they are the only open data platform to meet these additional requirements:

- Capabilities to automatically push your data into the US Federal government's data catalogue
- Standard ESRI Integration (this is the City standard for GIS data)
- Native visualization capabilities including charting and mapping (the City does not have the resources to provide this level of data visualization)
- Social features encouraging participation and collaboration in line with the City Manager's goals of promoting transparency in government
- Analytic features allowing data publishers to measure data use and civic engagement
- Content management system purposefully built for the operation of a public facing open data catalog