


OK 

Amendment No. 4
to
Contract No. 5600 160000032
for

Professional Services Related to CSDC Systems AMANDA Case Management System

between
Unisys Corporation (Contractor)
and the
City of Austin
DevOps for AMANDA]

A. The City and Contractor had agreed initially that Contractor would own the underlying intellectual property of the deliverables under Statement of Work 7 DevOps Automation Tool Implementation however the City and Contractor did not properly document this agreement and intent.

B. The purpose of this Amendment No. 4 is to correct the documentation to give effect to the agreement for SOW 7]

[Agreed by the City and Contractor]

1.0 The above referenced Contract is amended as follows:

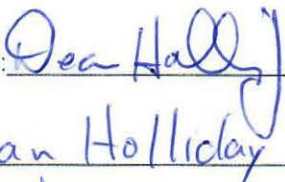
Notwithstanding anything to the contrary in Section 5.6 *Ownership and Use of Deliverables* of the above-referenced Contract, the City agrees that Contractor owns, and if necessary to effect this ownership, City hereby transfers ownership to Contractor of, all intellectual property rights of the deliverables provided by Contractor to the City pursuant to Statement of Work SOW 7 *DevOps Automation Tool Implementation* signed by Contractor on July 12, 2019 ("SOW 7"), including, but not limited to DevOps for AMANDA; DBEaver (DevOps Plugin); and, Jenkins (DevOps Custom Job Configuration and Execution Code).

Further, Contractor hereby grants the City an irrevocable, perpetual, fully paid-up, royalty-free, personal, non-exclusive and non-transferable license to use the deliverables provided to the City under SOW 7 for the City's own internal purposes. Except as otherwise provided under the above referenced Contract, the deliverables provided to the City under SOW 7 are licensed to the City "AS IS," without warranty or support.

2.0 All other terms and conditions of the above-referenced Contract remain in full force and effect.

By the signatures fixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract


Authorized Representative:

Contractor Signature: 

Printed Name: Dean Holliday

Date: 10/24/2019

Unisys Corporation
801 Lakeview Dr. #100
Blue Bell, PA 19422

Signature: 

City of Austin Purchasing Office

Printed Name: Stacey West

Date: 10/23/19

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



Amendment No. 3
to
Contract No. 5600 NS160000032
for
Professional Services Related to CSDC Systems AMANDA Case Management System
between
Unisys Corporation
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be May 23, 2019 through May 22, 2020. One (1) option will remain.
- 2.0 The total contract amount is increased by \$1,175,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/23/16 – 05/22/18	\$2,410,000.00	\$2,410,000.00
Amendment No. 1: Change Request #6 & #7	\$0.00	\$2,410,000.00
Amendment No. 2: Option 1 05/23/18-05/22/19 Rescind and Replace "Contract and Exhibit D"	\$1,175,000.00	\$3,585,000.00
Amendment No. 3: Option 2 05/23/19 – 05/22/20	\$1,175,000.00	\$4,760,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the 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.

Sign/Date: Dean Holliday 5/8/2019

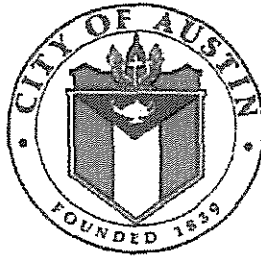
Printed Name: Dean Holliday
Authorized Representative

Unisys Corporation
801 Lakeview Drive, Ste. 100
Blue Bell, PA 19422

Sign/Date: [Signature] 5/8/19

Printed Name: JAMES T. HOWARD
Authorized Representative

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 2
to
Contract No. 5600 NS160000032
for
Professional Services Related to CSDC Systems Amanda Case Management System
between
Unisys Corporation
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be May 23, 2018 through May 22, 2019. Two extension options remain. The form title "Contract between the City of Austin and Unisys Corporation for Professional Services Related to CSDC Systems Amanda Case Management System, dated 5/23/16," ("Contract") is Rescinded and replaced by the attached document Exhibit A. The form entitled "Exhibit D-Agreement for Information" is rescinded and replaced by the attached "Exhibit D-Agreement for Information" dated 07/12/2018 ("Exhibit D").
- 2.0 The total contract amount is increased by \$1,175,000 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 05/23/16-05/22/18	\$2,410,000	\$2,410,000
Amendment No. 1: Change Request #6 and #7	\$0.00	\$ 0.00
Amendment No. 2: Option 1 05/23/18- 05/22/19 Rescind and Replace "Contract" and "Exhibit D"	\$1,175,000	\$ 3,585,000

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment No. 2 the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the 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.

Sign/Date: John Dean Holliday 7-12-2018
Printed Name: John Dean Holliday
Authorized Representative

Sign/Date: [Signature] 7/12/2018
Printed Name: JIM HOWARD,
IT PROCUREMENT MANAGER
Authorized Representative

Unisys Corporation
801 Lakeview Drive, Suite 100
Blue Bell, PA 19422

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

EXHIBIT A—AMENDMENT No. 2
CONTRACT BETWEEN THE CITY OF
AUSTIN AND
UNISYS
CORPORATION FOR
PROFESSIONAL SERVICES RELATED TO CSDC SYSTEM'S AMANDA CASE MANAGEMENT

SYSTEM CONTRACT NUMBER: MA 5600 NS160000032

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas having offices at 3803 Northfield Road, Austin, TX 78727, and Unisys Corporation ("Contractor"), A Delaware corporation having its principal office at 801 Lakeview Drive, Suite 100, Blue Bell PA 19422.

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 John Dean Holliday Phone: 512-705-3847 Email Address: john.holliday@unisys.com. The City's Contract Manager for the engagement shall be Stacey Wuest, Phone: (512) 974-2584, Email Address: Stacey.Wuest@austintexas.gov. 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 provide services under the Contract, working under the City's direction. Examples of the current projected deliverables of services to be provided are listed in Exhibit A. However, the actual services to be performed under the Contract will be detailed in separate statements of work (SOW(s)) agreed to by the City's Program Director and the Contractor's Service Delivery Manager. The parties acknowledge that all work performed in accordance with each respective SOW shall be subject to the terms, covenants, and conditions of the Contract, and Exhibit D. In the event of a conflict between a term in Exhibit D with a term of the Contract, the term of the Contract shall control. Further, Contractor shall comply with all Federal, State, and local laws, rules, and regulations applicable to the services provided by Contractor.

SECTION 3. COMPENSATION

3.1 Contract Amount. The Contractor will invoice the City monthly for the actual hours worked that month, multiplied by the applicable hourly rate set forth in Exhibit D. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not to exceed \$2,410,000 (unless otherwise mutually agreed) for the initial 24 month term, an initial target of \$1,205,000 for the first 12 months and \$1,205,000 for the second 12 months, an amount not to exceed \$1,175,000 (unless otherwise mutually agreed) for each option year, for a total contract amount not to exceed \$5,935,000 (unless otherwise mutually agreed) for all fees and expenses.

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 the 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
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Department	Communication Technology Management or (CTM)
Attn:	Accounts Payable
Address:	PO 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 SOWs.

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.

3.2.5 It is the intent of the parties that during the initial term of the Contract (i) the City spends up to \$2,410,000 under the Contract and (ii) Contractor resources are used on an even basis.

3.3 Payment.

3.3.1 Unless otherwise set forth in the SOW, all proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables (if any) 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. If specified in the respective SOW, the City shall withhold up to 10% ("retainage") of the estimated value of the SOW until acceptance or deemed acceptance of the final deliverable in accordance with Exhibit D. (A deliverable is a good, product, material, and or/service to be provided to the City under this Contract). The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance or deemed acceptance of the final deliverable, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

3.3.3 The City may withhold or off set 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 deliverables that do not conform to published specifications and/or agreed to criteria following the process set forth in Exhibit D;

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

3.3.3.3 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation.

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 electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by 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, as set forth in Section 3.1 above. 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 future 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 Reimbursable Expenses. Expenses incurred directly in support of completing the work set forth in this Contract are reimbursable to the Contractor within the Contract amount.

3.5.1 Administrative. The Contractor will be reimbursed for selected administrative expenses incurred directly in support of executing this Contract. Reimbursable administrative expenses include actual charges for long distance telephone calls, facsimile transmissions, reproduction, printing and binding, postage, express delivery and

report processing.

- 3.5.2 **Travel Expenses.** All travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

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 at the time of final inspection, (3) arising from failure of the Contractor to comply with a material element of the Contract or the terms of any warranty specified in the respective SOW, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations if specified in the respective SOW, 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 on the date executed by the City ("Effective Date") for an initial term of 24 months and may be extended thereafter for up to 3 additional 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 parties agree 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 any outstanding SOWs (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 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 thirty (30) calendar days, unless a longer cure period is specified, after the date of such notice, unless the Contractor, within such thirty (30) 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 noted in sufficient detail in writing to Contractor. 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 correct the noted non-compliance issues during the probation period and the City has continued to make Contractor aware in writing of Contractor's non-compliance 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. 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 ninety (90) calendar days prior written notice; provided that the City pays Unisys in full for all services rendered up to the effective date of such termination (unless the parties mutually agree to complete specific projects beyond the ninety (90) days). 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 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 City may request that the Contractor 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.

5.1.1.7 All notices of cancellation as well as the Certificate of Insurance shall be mailed to the following address:

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 to the extent of the liabilities assumed by Contractor as set forth in the Indemnification Section of this Contract. It is intended that policies required in the Contract, covering the Contractor, shall be considered primary coverage to the extent of the liabilities assumed by Contractor as set forth in the Indemnification Section of this Contract.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for the differences in amounts specified.

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, however, if any such changes result in any additional cost to the Contractor, the City will reimburse Contractor for those costs.

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, however, if any such changes result in any additional cost to the Contractor, the City will reimburse Contractor for those costs.

5.1.1.12 The Contractor shall not intentionally 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 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

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

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.

5.1.2.3 **Professional Liability Insurance.** The Contractor shall provide coverage, at a minimum limit of \$1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages due to Contractor's negligent act, error, or omission caused by Contractor's failure to perform the professional services under the Contract.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

5.1.2.4 **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:

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

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 B. 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)** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.3 **Interested Parties Disclosure.** As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the Offeror. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

5.4 **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 the City decides to accept defective or non-conforming deliverables 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. Completion and acceptance of the deliverable will be based on agreed to acceptance process, where applicable, described in Exhibit D.

5.5 Delays.

5.5.1 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.

5.5.2 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.

5.6 Ownership and Use Of Deliverables. The City shall own all rights, titles, and interests throughout the world in and to the deliverables, and Contractor shall retain ownership of the ideas, concepts, know-how, data processing techniques developed by Contractor (alone or jointly with the City) during the course of providing services under this Contract.

5.6.1 Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

5.6.2 Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this paragraph shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

5.6.3 Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this paragraph shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms herein; understanding that the foregoing does not restrict Contractor from using the ideas, concepts, know-how, data processing techniques referenced above in other developments for its other customers.

5.7 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

6.1 Warranty-Price.

6.1.1 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.

6.2 Warranty – Services. The Contractor warrants and represents that all services to be provided to 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 Federal, State and local laws, rules or regulations applicable to Contractor's performance of the services provided herein.

6.2.1 TO THE EXTENT PERMITTED BY LAW, CONTRACTOR DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR PRODUCTS AND SERVICES.

6.2.2 If the respective SOW includes a warranty and the warranty period is not defined in the SOW, the warranty period shall be at most three (3) months from the acceptance date. If during the warranty period, one or more of the 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 of warranty, but failure to give timely notice shall not impair the City's rights under this section.

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 that are made known to Contractor. The Contractor acknowledges that it will satisfy 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; and

7.2.2.2 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 that are made known to Contractor and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern.

7.4 Intentionally Left Blank

7.5 Right To Audit.

7.5.1 The Contractor agrees that on thirty (30) days advance notice and no more than one time a year, the representatives of the Office of the City Auditor or other authorized representatives of the City (requiring mutual agreement if such authorized representative is an independent auditor) shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the charges invoiced to the City under this Contract. Contractor will provide commercially reasonable support for the audit, limited to ten (10) staff-days per year. Unisys support in excess of ten (10) staff-days will be at the City's expense. The parties will schedule any audit at agreed time(s) and each audit participant shall comply with Contractor's confidentiality and site security policies,

procedures, and practices as well as be conducted in such a manner as to not materially disrupt Contractor's provision of the services. Contractor shall give the auditors access to copies of Contractor's records and documentation at a Contractor facility as may be reasonably necessary to determine the accuracy of the charges for services to the City according to generally accepted auditing principles. 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 Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments and the City agrees to pay Contractor for any underpayments 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 reasonably 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.

7.7 **Indemnity.**

7.7.1 Definitions:

7.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action asserted against them by a third party who is not an indemnitee, including alleged infringement of any United States Patents related to the hardware or software provided under this Agreement, judgments and liability of every character, type or description that are agreed to in settlement by the indemnifying party or included in a final non-appealable order, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees as incurred by the indemnified party before the indemnifying party's assumption of the defense (collectively, "Losses") for:

7.7.1.1.1 damage to or loss of the tangible personal property or real property (but not intangibles including lost data and software) 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 negligence, willful misconduct, or a breach of any legally imposed strict liability standard of the indemnifying party.

7.7.2 THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS TO THE EXTENT DIRECTLY CAUSED BY THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT; PROVIDED THE INDEMNIFIED PARTY GIVES (A) PROMPT WRITTEN NOTICE OF THE CLAIM; AND (B) CONTROL AND AUTHORITY TO DEFEND; AND (C) COOPERATION AND ASSISTANCE IN THE DEFENSE AND SETTLEMENT. NOTWITHSTANDING THE ABOVE, AN INDEMNIFICATION SHALL NOT BE AVAILABLE TO THE EXTENT THE CITY'S (OR ANY PERSON ENGAGED BY OR ACTING ON BEHALF OF THE CITY) NEGLIGENCE OR WILLFUL MISCONDUCT. 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 thereunder, 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: Gil Zilkha, Contract Administrator P O Box 1088

Austin, TX 78767

To the Contractor: Unisys Corporation

ATTN: John Dean Holliday, Client Executive

801 Lakeview, Suite 100

Blue Bell, PA 19422

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 is either marked with the appropriate legend or should reasonably be understood to Contractor to be considered confidential to the City or its licensors) (collectively, "Confidential Information"). Contractor acknowledges that the City represents 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. The obligations and limitations regarding Confidential Information in this Contract shall not apply to information which is or becomes: (a) at any time in the public domain other than by a breach of this Contract on the part of Contractor; or (b) at any time rightfully received from a third party that, to Contractor's knowledge, has the right to and transmits it to the receiving party without any obligation of confidentiality; or (c) rightfully known to Contractor without any limitation on use or disclosure prior to receipt of the same from the City; or (d) independently developed by Contractor's personnel; or (e) generally made available to a third party by the City without any restriction concerning use or disclosure.

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 inure 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 in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, or the City's purchase 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 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.

7.22 **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.

7.23 **Holidays.** The following holidays are observed by the City:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.24 **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.

7.25 **Non-Suspension or Debarment Certification.** The City of Austin 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 Vendor 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.

7.26 **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:
https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf

7.27 **Order of Precedence.** The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

7.27.1 the terms and conditions of this Contract;

7.27.2 the exhibits; will take precedence over specifications or scope of work.

List of Exhibits

Exhibit A Offer
Exhibit B Non-Discrimination Certification
Exhibit C Non Suspension or Debarment Certification
Exhibit D Agreement for Information Services, AS MODIFIED on 7/12/2018

UNISYS Exhibit D - Agreement for Information Services dated 7/12/2018

Client Name and Mailing Address

City of Austin

Information Services

I. Type, description and schedule of services to be provided by Unisys:

Information Technology (IT) consulting services ("Services"), including, but not limited to:

1. Architecture and Strategy
2. Project Portfolio and Project Management
3. Business Analysis and Design
4. Software Configuration and Development
5. Integration

II. Description of deliverables to be provided by Unisys:

Statements of Work (SOWs) will be mutually agreed to by Unisys and the City in accordance with Section 2.1 of the Contract. Contractor and the City will agree to acceptable deliverables, time periods, fees, 10% retainage (if applicable) and conditions of release, and specific metrics for each SOW. For specific and agreed upon projects, the City will provide sufficiently defined vetted user stories with corresponding acceptance criteria, agreed upon by the City (Product Owner), that will allow Contractor to develop a SOW that seeks to establish accurate fees, milestones, deliverables and timelines.. Contractor will spend a maximum of 3 business days of effort to create a SOW assuming sufficient requirements definition. Otherwise, Contractor will suggest or the City may request business analysis services, at time and material rates, to assist the City in further project requirements definitions. The City acknowledges that Contractor may request additional information on user stories and acceptance criteria to assist in the creation of accurate SOWs. Contractor will follow CTM design and development practices and provide mutually agreeable documentation that reflects system changes in Production (for ongoing support purposes).

III. Amount and method of payment(s) to be made by Client:

Services to be provided on a Time and Materials basis at the following daily rates (\$USD) unless otherwise specified in a SOW (Rates are exclusive of any travel):

--Daily Rates-- Solution Architects, Project Managers or Senior Consultants: \$1050 / day;
 Business Analysts, Software Designers, Lead Developer: \$950 / day
 All other roles: \$850 / day

(Daily rates are based on a 7.5 hour day)

Starting in year 3, the rates proposed will remain flat for the term of this one year extension.

The City and Contractor also agree to follow a structured change management process during a project and especially during Sprint Cycles and user acceptance testing. If changes are identified by the City or Contractor that impact budgets, timeline or both, Contractor will seek City written or email approval before proceeding with the changes.

When specified in applicable SOWs, all key milestone/deliverables must be accepted or deemed accepted before any milestone/deliverable payment is provided. For the avoidance of doubt, Contractor services against the key milestone/deliverables will be billed at time and material rates for services performed. Further, when agreed by the parties, a respective Statement of Work can include an agreed upon dollar cap ("Maximum Amount"). In the event that Contractor determines the Maximum Amount may be attained for the services pertaining to that SOW, Contractor will inform the City and allow the City to fund additional dollars thereby increasing the Maximum Amount for that SOW, or terminate the SOW when the Maximum Amount is met. If the City elects to terminate the respective SOW, the City would accept "AS IS" any deliverables resulting from the services already performed.

The City agrees to work with Contractor to address any delays in payment caused by the City including but not limited to the following examples:

- Sprint Cycles that are extended due to changes that are identified
- User Acceptance Testing that identify changes that could impact budget and timeline
- Production Code release delays controlled by the City

The services to be performed and applicable key milestone/deliverables are described in the respective SOW. At the time the Contractor has, in its reasonable opinion, completed the services or key milestone/deliverables, as set forth in the SOW, Contractor shall present the City with a milestone/deliverable form (see Exhibit 1, as revised)) for signature. This milestone/deliverable form and its contents will be negotiated and created during the review of the SOW. The attached form shall serve as a shell document which may or may not have additional detail entered into it before the initiation of the project. The City shall sign the Certification of Completion form to signify completion of the services or key milestone/deliverables, or shall provide written notice to Contractor of material deficiencies in such services or deliverables. Should the

City fail to provide formal acceptance or written notice of material deficiencies in the respective deliverable within 10 business days following delivery of the milestone/deliverables form to the City, such services or key milestone deliverables shall be deemed accepted upon conclusion of the tenth day which shall release any payments due to the Contractor for applicable SOW.

Terms and Conditions

3. Unisys will provide the services as described on page I of this Agreement or any Statement of Work specified in and attached to this Agreement ("Services") on a timely basis, subject to availability of qualified personnel and the difficulty and scope of the Services. Client shall provide Unisys with access to Client's staff and any other Client resources that are necessary for Unisys to provide the Services. The work product, including, but not limited to, the conclusions and recommendations of Unisys, are dependent upon the completeness, currency and accuracy of information provided by Client and the knowledge and cooperation of the personnel selected by Client to work with Unisys. Unisys may assign, reassign and substitute its personnel at any time and may provide the same or similar services and materials to other clients.
4. Unless otherwise specified in this Agreement, Unisys will invoice Client for Services as the Services are performed Client shall pay within thirty (30) days after the invoice date. In addition to the fees for Services, Client will also pay the following: (a) travel and lodging charges pursuant to Contract Section 3.5.2; (b) Unisys standard hourly charges for all services outside the scope of this Agreement which are provided at Client's request; and (c) any tax Unisys becomes obligated to pay by virtue of this Agreement, exclusive of taxes based on the net income of Unisys and any tax from which the relevant taxing authority determines Client is exempt

1. Any ideas, concepts, know-how, data-processing techniques, software, documentation, diagrams, schematics or blueprints furnished or developed by Unisys personnel (alone or jointly with Client) in connection with Services provided to Client will be the exclusive property of Unisys. Unisys grants to Client a non-assignable, non-exclusive, royalty-free license to use the material furnished under this Agreement solely for Client's internal requirements within the United States. No license is granted to Client to sublicense to others any items furnished or developed under this Agreement, and such items will not be copied, in whole or in part, except as reasonably required for Client's authorized use.

2. Warranties and Limitation of Liability

(a) Unisys warrants that: (1) it has the appropriate knowledge and skill to perform the agreed Services; and (2) it will use commercially reasonable efforts to provide the Services on a timely basis and in the manner described.

(b) EXCEPT FOR WARRANTIES STATED IN THE CONTRACT, UNISYS AND ITS SUBCONTRACTORS MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, CONCERNING THE SERVICES AND DOCUMENTATION PROVIDED. UNISYS AND ITS SUBCONTRACTORS DISCLAIM THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND FURTHER DISCLAIM ANY AND ALL LIABILITY FOR LOSS OF

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OR DAMAGE TO DATA OR OTHER UNINTENDED CONSEQUENCES OF ANALYSIS OF CODE FURNISHED BY CLIENT. ANY WARRANTIES MADE TO CLIENT EXTEND SOLELY TO CLIENT.

(c) Unisys and its subcontractors and suppliers will not be responsible for any use or misuse of training materials that directly or indirectly results in: (1) any malfunction, nonperformance or degradation of performance of products; or, (2) personal injury or damage to property and products (d) Except for its indemnification obligations, Unisys will not be liable for (1) any incidental, indirect, special, punitive or consequential damages, including, but not limited to, loss of use, profits, revenues or savings, even if Unisys knew or should have known about the possibility of such damages; (2) claims, demands or actions against Client by any person; (3) any loss or claim arising out of or in connection with Client's implementation of any conclusions or recommendations contained in any reports provided to Client; (4) loss of or damage to Client data from any cause; or (5) any claims, demands, or losses relating to or arising out of the use of third party products or services. Unisys' entire liability and Client's exclusive remedy for any other direct loss or damage, despite the basis on which Client may be entitled to recover from Unisys, shall not exceed \$5,935,000.

9. Confidential Information:

(a) "Confidential Information" is software, documentation and other information confidential to Unisys, its licensors or Client. Each party will use the same measures it uses for its own information of a similar nature but not less than reasonable measures to protect Confidential Information provided by the other party under this Agreement from unauthorized use or disclosure and to restrict its use according to this Agreement. Title or the right to possess Confidential Information will remain with the disclosing party. All materials containing Confidential Information will be marked "Proprietary," "Confidential," or in a manner which gives notice of its proprietary nature. Confidential Information will not be copied, in whole or in part, except when essential for authorized use under this Agreement. The parties agree to reproduce all notices on any copies made, including on storage media. If Confidential Information is disclosed in other than tangible form, the disclosing party will provide a written description of that Confidential Information to the recipient within twenty (20) days of the disclosure.

(b) The obligations stated in paragraph 5(a) do not apply to information that is (1) already known to the recipient at the time of disclosure; (2) independently generated by the recipient and not derived from the

Confidential Information supplied by the disclosing party; (3) publicly known or available, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the Confidential Information; (4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or (5) required to be disclosed by the recipient by law, regulation, court order or other legal process, provided the recipient provides, to the extent possible, reasonable advance notice to the other party of the impending disclosure.

(c) When this Agreement or an Order terminates or expires, or upon request, the recipient agrees to return or destroy (and certify in writing destruction of) Confidential Information furnished in connection with the Agreement, including all copies made, and all writings, descriptions and summaries involving or based on such Confidential Information. Unisys and Client agree to continue with these confidentiality obligations after this Agreement ends. Client acknowledges that all support materials, including without limitation, diagnostic software and tools, are Confidential Information of Unisys and will be used only by Unisys maintenance personnel. This provision applies even though such materials may be listed in the Unisys price lists, catalogs, invoices or contracts.

5. Client warrants to Unisys that it has (1) the right to use and disclose any software, documentation, interfaces, data, specifications or information provided to Unisys under this Agreement; and (2) obtained the legal rights for Unisys to utilize and test such materials in a manner consistent with this Agreement.

7. Notices - All notices under this Agreement shall be addressed to Client at the address stated above and to the Unisys office that services Client.

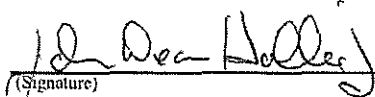
8. Miscellaneous Provisions:

(a) Unisys will excuse any failure that is beyond Client's reasonable control and Client will excuse any failure that is beyond Unisys reasonable control, except that Client shall not be excused from making payments when due. Any failure or delay by Client or Unisys in exercising any right or remedy will not constitute a waiver.

(c) Each provision of this Agreement is severable; if any provision is declared invalid, the remaining provisions will remain in effect. Only a duly authorized Unisys representative may sign this Agreement or any change to this Agreement.

Agreed and Accepted
Client

Unisys Corporation

 7-12-2018
(Signature) (Date)

John Dean Holliday
(Printed/typed name)

Client Executive, State of Texas
(Title)

(Company Name)

(Signature)

(Date)

(Printed/typed name)

(Title)

Unisys
Milestone/Deliverables Approval

Contractor Representative (printed): _____

Description:

Title: _____



Amendment No. 1
of
MA 5600 NS160000032
for
Professional Services Related to CSDC Systems Amanda Case Management System
between
Unisys Corporation
and the
City of Austin

1.0 The City hereby amends this Contract by adding Change Request # 6 and # 7, attached hereto.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Term: 05/23/16 – 05/22/18	\$2,410,000	\$2,410,000
Amendment No. 1: Change Request # 6 and # 7	\$0.00	\$2,410,000

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: 12/9/16

Printed Name: David A. Leichner
Authorized Representative

Unisys Corporation
801 Lakeview Drive, Suite 100
Blue Bell, PA 19422

Signature: _____

Date: 12-12-2016

~~Jim Howard~~ Elisa Folco
Corporate Purchasing Manager – IT Procurement
Contract Admin
City of Austin
Purchasing Office
124 W. 8th Street, Suite 310
Austin, TX 78701

CHANGE REQUEST

Client	Supplier	SOW Title
City of Austin	Unisys	Underground Storage Tanks Development SOW 8

CR #	Change Title	Date Raised	Raised By	Priority (H/M/L)
6	Revised of data migration design	10/06/2016	Nancy Sweeney	H

Description of Requested Change
<p><i>Original SOW stated:</i></p> <ol style="list-style-type: none"><i>Expected duration: November 1 2015 to August 31,2016</i><i>Project budget: Total effort for this SOW is anticipated at 56 days (\$47,500) and zero travel allowances. Any travel must be approved by Austin, in advance. Requested Change:</i> <p><i>Requested Change:</i></p> <ol style="list-style-type: none"><i>Description of Services: +Creation of basic user manual</i><i>Expected duration: November 1 2015 to November 30,2016</i><i>Project budget: Total effort for this SOW is anticipated at 77 days (\$65,450) and zero travel allowances. Any travel must be approved by Austin, in advance.</i>

Business Justification of Change
<p>The additional \$17,950 will be used to make the changes to the data migration requested during the UAT phase, support remaining testing efforts and create the newly requested basic user manual.</p>

Change Request Accept/Reject☒ Accept ☐ RejectStacey Wuest
Contract OwnerKARAW KARMI
FOR STACEY

Signature

27 Oct 2016
DateGreg Hand
Brian Hopper
For Greg HAND
Program Owner

Signature

Date

Change Request Unisys ApprovalDavid A. Lechner
VP Public Sector US&C

Signature

10/27/16
Date



CHANGE REQUEST

Client	Supplier	SOW Title
City of Austin	Unisys	Fiscal Surety Development (SOW 9)

CR #	Change Title	Date Raised	Raised By	Priority (H/M/L)
7	Revised Scope of Work	10/04/2016	Nancy Sweeney	H

Description of Requested Change
<p><i>Original SOW stated:</i></p> <p>2. Expected duration: November 1 2015 to July 29 2016</p> <p>7. Project budget: Total effort for this SOW is anticipated at 65 days (\$55,250) and zero travel allowances. Any travel must be approved by Austin, in advance.</p> <p><i>Requested Change:</i></p> <p>1. Description of Services: +Creation of basic user manual</p> <p>2. Expected duration: November 1 2015 to November 30 2016</p> <p>7. Project budget: Total effort for this SOW is anticipated at 85 days (\$72,250) and zero travel allowances. Any travel must be approved by Austin, in advance.</p>

Business Justification of Change
<p>The additional \$17,000 will be used to make the changes to the data migration requested during the UAT phase, support remaining testing efforts and create the newly requested basic user manual.</p>

Change Request Accept/Reject☒ Accept ☐ RejectStacey Wuest
Contract Owner*Brian Hooper*
for Stacey Wuest
Signature*10/27/16*
DateGreg Hand *Kamran Karim:*
Program Owner for Greg Hand
Signature*27 OCT 2016*
Date**Change Request Unisys Approval**David A. Lechner
VP Public Sector US&C
Signature*10/27/16*
Date



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

The Austin City Council approved the execution of a contract with your company for Professional Services Related to CSDC System's Amanda Case Management.

Responsible Department:	Communication Technology Management
Department Contact Person:	Kamran Karimi
Department Contact Email Address:	Kamran.Karimi@austintexas.gov
Department Contact Telephone:	(512) 974-2877
Project Name:	Professional Services Related to CSDC System's Amanda Case Management
Contractor Name:	Unisys Corporation
Contract Number:	MA 5600 NS160000032
Contract Period:	05/23/2016 / 05/22/2018
Dollar Amount	24-Month/\$2,4100,000
Extension Options:	3 12-month/ \$1,175,000 per option
Agenda Item Number:	44
Council Approval Date:	03/31/2016

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Sai Xoomsai Purcell
Senior Buyer Specialist
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
UNISYS CORPORATION
FOR
PROFESSIONAL SERVICES RELATED TO CSDC SYSTEM'S AMANDA CASE MANAGEMENT SYSTEM**

CONTRACT NUMBER: MA 5600 NS160000032

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas having offices at 3803 Northfield Road, Austin, TX 78727, and Unisys Corporation ("Contractor"), A Delaware corporation having its principal office at 801 Lakeview Drive, Suite 100, Blue Bell PA 19422.

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 Jake Adams, Phone: 702-625-9881, Email Address: Jake.Adams@unisys.com. The City's Contract Manager for the engagement shall be Stacey Wuest, Phone: (512) 974-2584, Email Address: Stacey.Wuest@austintexas.gov. 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 provide services under the Contract, working under the City's direction. Examples of the current projected deliverables of services to be provided are listed in Exhibit A. However, the actual services to be performed under the Contract will be detailed in separate statements of work (SOW(s)) agreed to by the City's Program Director and the Contractor's Service Delivery Manager. The parties acknowledge that all work performed in accordance with each respective SOW shall be subject to the terms, covenants, and conditions of the Contract and Exhibit D. In the event of a conflict between a term in Exhibit D with a term of the Contract, the term of the Contract shall control. Further, Contractor shall comply with all Federal, State, and local laws, rules, and regulations applicable to the services provided by Contractor.

SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Contractor will invoice the City monthly for the actual hours worked that month, multiplied by the applicable hourly rate set forth in Exhibit D. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not to exceed \$2,410,000 (unless otherwise mutually agreed) for the initial 24 month term, an initial target of \$1,205,000 for the first 12 months and \$1,205,000 for the second 12 months, an amount not to exceed \$1,175,000 (unless otherwise mutually agreed) for each option year, for a total contract amount not to exceed \$5,935,000 (unless otherwise mutually agreed) for all fees and expenses.

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 the 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	Communication Technology Management or (CTM)
Attn:	Accounts Payable
Address:	PO 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 SOWs.

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.

3.2.5 It is the intent of the parties that during the initial term of the Contract (i) the City spends up to \$2,410,000 under the Contract and (ii) Contractor resources are used on an even basis.

3.3 **Payment.**

3.3.1 Unless otherwise set forth in the SOW, all proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables (if any) 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 off set 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 deliverables that do not conform to published specifications;

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

3.3.3.3 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation.

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 electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by 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, as set forth in Section 3.1 above. 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 future 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 **Reimbursable Expenses.** Expenses incurred directly in support of completing the work set forth in this Contract are reimbursable to the Contractor within the Contract amount.

3.5.1 **Administrative.** The Contractor will be reimbursed for selected administrative expenses incurred directly in support of executing this Contract. Reimbursable administrative expenses include actual charges for long distance telephone calls, facsimile transmissions, reproduction, printing and binding, postage, express delivery and report processing.

3.5.2 **Travel Expenses.** All travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

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 at the time of final inspection, (3) arising from failure of the Contractor to comply with a material element of the Contract or the terms of any warranty specified in the respective SOW, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations if specified in the respective SOW, 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 on the date executed by the City ("Effective Date") for an initial term of 24 months and may be extended thereafter for up to 3 additional 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 parties agree 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 any outstanding SOWs (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 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 thirty (30) calendar days, unless a longer cure period is specified, after the date of such notice, unless the Contractor, within such thirty (30) 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 noted in sufficient detail in writing to Contractor. 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 correct the noted non-compliance issues during the probation period and the City has continued to make Contractor aware in writing of Contractor's non-compliance 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. 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 ninety (90) calendar days prior written notice; provided that the City pays Unisys in full for all services rendered up to the effective date of such termination (unless the parties mutually agree to complete specific projects beyond the ninety (90) days). 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 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 City may request that the Contractor 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.

5.1.1.7 All notices of cancellation as well as the Certificate of Insurance shall be mailed to the following address:

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 to the extent of the liabilities assumed by Contractor as set forth in the Indemnification Section of this Contract. It is intended that policies required in the Contract, covering the Contractor, shall be considered primary coverage to the extent of the liabilities assumed by Contractor as set forth in the Indemnification Section of this Contract.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for the differences in amounts specified.

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, however, if any such changes result in any additional cost to the Contractor, the City will reimburse Contractor for those costs.

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, however, if any such changes result in any additional cost to the Contractor, the City will reimburse Contractor for those costs.

5.1.1.12 The Contractor shall not intentionally 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 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

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

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.

5.1.2.3 **Professional Liability Insurance.** The Contractor shall provide coverage, at a minimum limit of \$1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages due to Contractor's negligent act, error, or omission caused by Contractor's failure to perform the professional services under the Contract.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

5.1.2.4 **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:

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

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 B. 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 **Interested Parties Disclosure.** As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the Offeror. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

5.4 **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.

5.5 **Delays.**

5.5.1 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.

5.5.2 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.

5.6 **Ownership And Use Of Deliverables.** The City shall own all rights, titles, and interests throughout the world in and to the deliverables, and Contractor shall retain ownership of the ideas, concepts, know-how, data processing techniques developed by Contractor (alone or jointly with the City) during the course of providing services under this Contract.

5.6.1 **Patents.** As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

5.6.2 **Copyrights.** As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this paragraph shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

5.6.3 **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work

registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this paragraph shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms herein; understanding that the foregoing does not restrict Contractor from using the ideas, concepts, know-how, data processing techniques referenced above in other developments for its other customers.

5.7 **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

6.1 Warranty – Price.

6.1.1 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.

6.2 **Warranty – Services.** The Contractor warrants and represents that all services to be provided to 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 Federal, State and local laws, rules or regulations applicable to Contractor's performance of the services provided herein.

6.2.1 TO THE EXTENT PERMITTED BY LAW, CONTRACTOR DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR PRODUCTS AND SERVICES.

6.2.2 If the respective SOW includes a warranty and the warranty period is not defined in the SOW, the warranty period shall be at most three (3) months from the acceptance date. If during the warranty period, one or more of the 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 of warranty, but failure to give timely notice shall not impair the City's rights under this section.

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 that are made known to Contractor. The Contractor acknowledges that it will satisfy 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; and

7.2.2.2 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 that are made known to Contractor and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern.

7.4 **Intentionally Left Blank**

7.5 **Right To Audit.**

7.5.1 The Contractor agrees that on thirty (30) days advance notice and no more than one time a year, the representatives of the Office of the City Auditor or other authorized representatives of the City (requiring mutual agreement if such authorized representative is an independent auditor) shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the charges invoiced to the City under this Contract. Contractor will provide commercially reasonable support for the audit, limited to ten (10) staff-days per year. Unisys support in excess of ten (10) staff-days will be at the City's expense. The parties will schedule any audit at agreed time(s) and each audit participant shall comply with Contractor's confidentiality and site security policies, procedures, and practices as well as be conducted in such a manner as to not materially disrupt Contractor's provision of the services. Contractor shall give the auditors access to copies of Contractor's records and documentation at a Contractor facility as may be reasonably necessary to determine the accuracy of the charges for services to the City according to generally accepted auditing principles. 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 and the City agrees to pay Contractor for any underpayments 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 reasonably 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.

7.7 **Indemnity.**

7.7.1 Definitions:

7.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action asserted against them by a third party who is not an indemnitee, including alleged infringement of any United States Patents related to the hardware or software provided under this Agreement, judgments and liability of every character, type or description that are agreed to in settlement by the indemnifying party or included in a final non-appealable order, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees as incurred by the indemnified party before the indemnifying party's assumption of the defense (collectively, "Losses") for:

7.7.1.1.1 damage to or loss of the tangible personal property or real property (but not intangibles including lost data and software) 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 negligence, willful misconduct, or a breach of any legally imposed strict liability standard of the indemnifying party.

7.7.2 THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS TO THE EXTENT DIRECTLY CAUSED BY THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT; PROVIDED THE INDEMNIFIED PARTY GIVES (A) PROMPT WRITTEN NOTICE OF THE CLAIM; AND (B) CONTROL AND AUTHORITY TO DEFEND; AND (C) COOPERATION AND ASSISTANCE IN THE DEFENSE AND SETTLEMENT. NOTWITHSTANDING THE ABOVE, AN INDEMNIFICATION SHALL NOT BE AVAILABLE TO THE EXTENT THE CITY'S (OR ANY PERSON ENGAGED BY OR ACTING ON BEHALF OF THE CITY) NEGLIGENCE OR WILLFUL MISCONDUCT. 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 thereunder, 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: Elisa Folco, Contract Administrator

P O Box 1088

Austin, TX 78767

To the Contractor:

Unisys Corporation

ATTN: Jake Adams, Sales Executive NA Central Region

801 Lakeview , Suite 100

Blue Bell, PA 19422

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 is either marked with the appropriate legend or should reasonably be understood to Contractor to be considered confidential to the City or its licensors) (collectively, "Confidential Information"). Contractor acknowledges that the City represents 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. The obligations and limitations regarding Confidential Information in this Contract shall not apply to information which is or becomes: (a) at any time in the public domain other than by a breach of this Contract on the part of Contractor; or (b) at any time rightfully received from a third party that, to Contractor's knowledge, has the right to and transmits it to the receiving party without any obligation of confidentiality; or (c) rightfully known to Contractor without any limitation on use or disclosure prior to receipt of the same from the City; or (d) independently developed by Contractor's personnel; or (e) generally made available to a third party by the City without any restriction concerning use or disclosure.

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 in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, or the City's purchase 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 **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.

7.22 **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.

7.23 **Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.24 **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.

7.25 **Non-Suspension or Debarment Certification.** The City of Austin 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 Vendor 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.

7.26 **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:

https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf

7.27 **Order of Precedence.** The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

7.27.1 the terms and conditions of this Contract;

7.27.2 the exhibits; will take precedence over specifications or scope of work..

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

UNISYS CORPORATION

By: 
Signature

Name: David A. Lechner
Printed Name

Title: Vice President Public Sector US & Canada

Date: May 20th, 2016

CITY OF AUSTIN

By: 
Signature

Name: JAMES T. HOWARD
Printed Name

Title: Corporate Policy Manager

Date: 5/23/16

List of Exhibits

Exhibit A	Offer and Statement of Work
Exhibit B	Non Discrimination Certification
Exhibit C	Non Suspension or Debarment Certification
Exhibit D	Agreement for Information Services

Exhibit A
Offer and Statement of Work

Unisys

March 8, 2016

Kamran Karimi
Corporate IT Manager
Communications and Technology Management
City of Austin
Office: (512) 974-2877

Dear Mr. Karimi:

RE: Quotation for Statement of Work for AMANDA Professional Services

Introduction - Unisys is pleased to offer this quotation to the City of Austin for professional services related to CSDC System's AMANDA Case Management system and associated technologies.

Scope of Work - The following services, to be provided by Unisys, are based on scoping sessions conducted with the City of Austin and are intended to reflect estimated level of effort for each service/project. Detailed Statements of Work, including mutually agreed estimated charges, will be delivered prior to engagement on each service.

* For estimation purposes, the daily rate of \$1,000 USD per resource per day was used. This estimated rate includes expected travel expenses and a blended resource rate across various Unisys resource roles (e.g. Architects, System Analysts, Configuration Specialists, etc.).

2016 – 2018 (Initial 24-month effort)

Item	Department	Services/Projects	Estimated Effort	Estimated Charge *
1	Austin Center for Events	1. Creation of Folder(s) 2. Public Portal enhancements 3. Online payments 4. GeoCortex enhancements 5. ProjectDox integration	350 days	\$350,000
2	Austin Code Department	1. Creation of Folder(s) for Waste Haulers 2. Public Portal enhancements	50 days	\$50,000
3	Austin Energy	1. Board of Adjustment enhancements 2. GeoCortex enhancements	40 days	\$40,000

Item	Department	Services/Projects	Estimated Effort	Estimated Charge *
4	Austin Fire Department	1. Creation of folder(s) 2. Inspection scheduling 3. Public Portal enhancements 4. Online payments 5. GeoCortex enhancements 6. ProjectDox Integration	200 days	\$200,000
5	Austin Transportation Department	1. ROWMAN Replacement 2. Public Portal enhancements 3. Online payments 4. People record management 5. EDIMS integration	75 days	\$75,000
6	Austin Transportation Department	1. Creation of Folder(s) 2. Public Portal enhancements 3. Online payments 4. System integrations	120 days	\$120,000
7	Austin Water	1. On-Site Sewage Facility Folder enhancements 2. Public Portal enhancements 3. ProjectDox Integration	110 days	\$110,000
8	Austin Water	1. Taps Permit Folder enhancements 2. Public Portal enhancements 3. ProjectDox Integration	75 days	\$75,000
9	Austin Water	1. Folder enhancements for non-permitted projects	50 days	\$50,000
10	Austin Water	1. Misc. consulting work	15 days	\$15,000
11	Communications & Technology Management	1. Concurrent Development 2. Release Management 3. Source Code Control 4. Change Management	110 days	\$110,000
12	Development Services Department	1. Plan Review Folder enhancements 2. Building Permit Folder enhancements	25 days	\$25,000
13	Development Services Department	1. Site Plan Folder enhancements 2. Subdivision Folder enhancements	50 days	\$50,000
14	Development Services Department	1. Electronic Plan Review & Site Plan Corrections	20 days	\$20,000
15	Development Services Department	1. Historic Preservation Folder enhancements	75 days	\$75,000
16	Development Services Department	1. Tree Permit Folder enhancements 2. Online payments 3. People record management	30 days	\$30,000
17	Development Services Department + Others	1. Public Portal User Experience recommendations 2. Public Portal User Experience Implementation	160 days	\$160,000
18	Development Services Department + Others	1. Misc. Public Portal enhancements	25 days	\$25,000

Item	Department	Services/Projects	Estimated Effort	Estimated Charge *
19	Development Services Department + Others	1. Public Portal Online Application Wizard 2. Public Portal Eligibility List	25 days	\$25,000
20	Development Services Department + Others	1. Public Portal Dynamic Free Forms	25 days	\$25,000
21	Development Services Department + Others	1. Anonymous Permits Renewal 2. Online payments	25 days	\$25,000
22	Development Services Department + Others	1. Public Search enhancements	25 days	\$25,000
23	Development Services Department + Others	1. Enhanced Payments	25 days	\$25,000
24	Development Services Department + Others	1. GeoCortex enhancements	25 days	\$25,000
25	Development Services Department + Others	1. AIMS Integration	100 days	\$100,000
26	Development Services Department + Others	1. EDMS Integration	100 days	\$100,000
27	Development Services Department + Others	1. People Folder Management	50 days	\$50,000
28	Development Services Department + Others	1. People Record cleanup	20 days	\$20,000
29	Development Services Department + Others	1. Misc. Folder enhancements	40 days	\$40,000
30	Development Services Department + Others	1. CodeNEXT related enhancements	240 days	\$240,000
31	Health and Human Services Department	1. Food & Pool Permit Folder enhancements 2. Public Portal enhancements 3. Online payments 4. People record management 5. AIMS integration	25 days	\$25,000
32	Neighborhood Housing and Community Development	1. Developer Incentive Folder enhancements for SMART Housing tracking	80 days	\$80,000
33	Planning and Zoning Department	1. Zoning Case Folder enhancements	25 days	\$25,000
Total			2410 days	\$2,410,000

2018 – 2019 (1st 12-month extension option)

Item	Department	Services	Estimated Effort	Estimated Charge *
1	Development Services Department + Others	1. CodeNEXT related enhancements 2. Anticipated onboarding of new departments or business units 3. Folder enhancements for existing	1175 days	\$1,175,000

		departments 4. Public Portal enhancements 5. Integrations with other enterprise systems 6. Misc. professional services 7. Services related to AMANDA v7 upgrade		
Total			1175 days	\$1,175,000

2019 – 2020 (2nd 12-month extension option)

Item	Department	Services	Estimated Effort	Estimated Charge *
1	Development Services Department + Others	1. Anticipated onboarding of new departments or business units 2. Folder enhancements for existing departments 3. Public Portal enhancements 4. Integrations with other enterprise systems 5. Misc. professional services 6. Services related to AMANDA v7 upgrade	1175 days	\$1,175,000
Total			1175 days	\$1,175,000

2020 – 2021 (3rd 12-month extension option)

Item	Department	Services	Effort	Cost
1	Multiple	1. Anticipated onboarding of new departments or business units 2. Folder enhancements for existing departments 3. Public Portal enhancements 4. Integrations with other enterprise systems 5. Misc. professional services 6. Services related to AMANDA v7 upgrade	1175 days	\$1,175,000
Total			1175 days	\$1,175,000

Location of Work - Onsite services will be performed at the City of Austin offices in Austin, TX and remote services will be performed at Unisys locations. The parties will mutually agree in advance on which services will be performed onsite versus remotely.



Invoicing - Unisys will invoice Austin monthly after specific Statements of Work are accepted by the City. Payment terms are net thirty (30) days from the invoice date.

Quotation Approval - The City understands and agrees to the estimated levels of effort for the engagements with the above terms and conditions. However, work shall not begin until a contract is executed between the two parties and individual Statements of Work are presented and agreed upon.

Nonbinding - Unisys presents this quotation to you in confidence to solicit an offer from you to Unisys to buy the services described in this quotation. This quotation is not a contract or an offer to contract. By your receipt of this quotation, you are not obligated to make an offer to Unisys to buy any services. Unisys may accept any offer you choose to make. Only a signed, written offer accepted by an authorized representative of Unisys will create any Unisys obligations arising from, or related to, this quotation or any service described in this quotation.

We look forward to working with you on these important initiatives. If you have any questions, please do not hesitate to contact me at 702-625-9881.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jake Adams', with a long horizontal flourish extending to the right.

Jake Adams
Sales Executive, NA Central Region
Unisys Corporation

EXHIBIT B
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 20th day of May, 2016

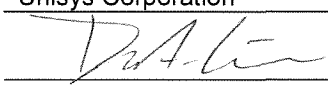
CONTRACTOR	<u>Unisys Corporation</u>
Authorized Signature	<u></u>
Title	<u>Vice President, Public Sector US&C</u>

EXHIBIT C

**City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION**

The City of Austin 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. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: ☐ Unisys Corporation

Signature of Officer or
Authorized
Representative: ☐



Date: ☐ May 20th 2016

Printed Name: ☐ David A. Lechner

Title ☐ Vice President Public Sector US & Canada

UNISYS

Exhibit D - Agreement for Information

Services

Client Name and Mailing Address

City of Austin

Information Services

I. Type, description and schedule of services to be provided by Unisys:

Information Technology (IT) consulting services ("Services"), including, but not limited to:

1. Architecture and Strategy
2. Project Portfolio and Project Management
3. Business Analysis and Design
4. Software Configuration and Development
5. Integration

II. Description of deliverables to be provided by Unisys:

Statements of Work (SOWs) will be mutually agreed to by Unisys and the City in accordance with Section 2.1 of the Contract.

III. Amount and method of payment(s) to be made by Client:

Services to be provided on a Time and Materials basis at the following daily rates (\$USD) unless otherwise specified in a SOW (Rates are exclusive of any travel):

--Daily Rates-- Solution Architects, Project Managers or Senior Consultants: \$1050 / day;

Business Analysts, Software Designers: \$950 / day

All other roles: \$850 / day

(Daily rates are based on a 7.5 hour day)

Starting in year 3, each of the preceding daily rates will be adjusted annually, effective on the anniversary of the effective date of the Contract, based on the increase in the relevant Employment Cost Index (ECI) published by the Bureau of Labor Statistics.

Terms and Conditions

1. Unisys will provide the services as described on page 1 of this Agreement or any Statement of Work specified in and attached to this Agreement ("Services") on a timely basis, subject to availability of qualified personnel and the difficulty and scope of the Services. Client shall provide Unisys with access to Client's staff and any other Client resources that are necessary for Unisys to provide the Services. The work product, including, but not limited to, the conclusions and recommendations of Unisys, are dependent upon the completeness, currency and accuracy of information provided by Client and the knowledge and cooperation of the personnel selected by Client to work with Unisys. Unisys may assign, reassign and substitute its personnel at any time and may provide the same or similar services and materials to other clients.
2. Unless otherwise specified in this Agreement, Unisys will invoice Client for Services as the Services are performed. Client shall pay within thirty (30) days after the invoice date. In addition to the fees for Services, Client will also pay the following: (a) travel and lodging charges pursuant to Contract Section 3.5.2; (b) Unisys standard hourly charges for all services outside the scope of this Agreement which are provided at Client's request; and (c) any tax Unisys becomes obligated to pay by virtue of this Agreement, exclusive of taxes based on the net income of Unisys and any tax from which the relevant taxing authority determines Client is exempt.
3. Any ideas, concepts, know-how, data-processing techniques, software, documentation, diagrams, schematics or blueprints furnished or developed by Unisys personnel (alone or jointly with Client) in connection with Services provided to Client will be the exclusive property of Unisys. Unisys grants to Client a non-assignable, non-exclusive, royalty-free license to use the material furnished under this Agreement solely for Client's internal requirements within the United States. No license is granted to Client to sub-license to others any items furnished or developed under this Agreement, and such items will not be copied, in whole or in part, except as reasonably required for Client's authorized use.
4. Warranties and Limitation of Liability:
 - (a) Unisys warrants that: (1) it has the appropriate knowledge and skill to perform the agreed Services; and (2) it will use commercially reasonable efforts to provide the Services on a timely basis and in the manner described.
 - (b) EXCEPT FOR WARRANTIES STATED IN THE CONTRACT, UNISYS AND ITS SUBCONTRACTORS MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, CONCERNING THE SERVICES AND DOCUMENTATION PROVIDED. UNISYS AND ITS SUBCONTRACTORS DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND FURTHER DISCLAIM ANY AND ALL LIABILITY FOR LOSS OF

OR DAMAGE TO DATA OR OTHER UNINTENDED CONSEQUENCES OF ANALYSIS OF CODE FURNISHED BY CLIENT. ANY WARRANTIES MADE TO CLIENT EXTEND SOLELY TO CLIENT.

(c) Unisys and its subcontractors and suppliers will not be responsible for any use or misuse of training materials that directly or indirectly results in: (1) any malfunction, nonperformance or degradation of performance of products; or, (2) personal injury or damage to property and products.

(d) Except for its indemnification obligations, Unisys will not be liable for: (1) any incidental, indirect, special, punitive or consequential damages, including, but not limited to, loss of use, profits, revenues or savings, even if Unisys knew or should have known about the possibility of such damages; (2) claims, demands or actions against Client by any person; (3) any loss or claim arising out of or in connection with Client's implementation of any conclusions or recommendations contained in any reports provided to Client; (4) loss of or damage to Client data from any cause; or (5) any claims, demands, or losses relating to or arising out of the use of third party products or services. Unisys' entire liability and Client's exclusive remedy for any other direct loss or damage, despite the basis on which Client may be entitled to recover from Unisys, shall not exceed \$5,935,000.

5. Confidential Information:

(a) "Confidential Information" is software, documentation and other information confidential to Unisys, its licensors or Client. Each party will use the same measures it uses for its own information of a similar nature, but not less than reasonable measures to protect Confidential Information provided by the other party under this Agreement from unauthorized use or disclosure and to restrict its use according to this Agreement. Title or the right to possess Confidential Information will remain with the disclosing party. All materials containing Confidential Information will be marked "Proprietary," "Confidential," or in a manner which gives notice of its proprietary nature. Confidential Information will not be copied, in whole or in part, except when essential for authorized use under this Agreement. The parties agree to reproduce all notices on any copies made, including on storage media. If Confidential Information is disclosed in other than tangible form, the disclosing party will provide a written description of that Confidential Information to the recipient within twenty (20) days of the disclosure.

(b) The obligations stated in paragraph 5(a) do not apply to information that is: (1) already known to the recipient at the time of disclosure; (2) independently generated by the recipient and not derived from the

Confidential Information supplied by the disclosing party; (3) publicly known or available, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the Confidential Information; (4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or (5) required to be disclosed by the recipient by law, regulation, court order or other legal process, provided the recipient provides, to the extent possible, reasonable advance notice to the other party of the impending disclosure.

(c) When this Agreement or an Order terminates or expires, or upon request, the recipient agrees to return or destroy (and certify in writing destruction of) Confidential Information furnished in connection with the Agreement, including all copies made, and all writings, descriptions and summaries involving or based on such Confidential Information. Unisys and Client agree to continue with these confidentiality obligations after this Agreement ends. Client acknowledges that all support materials, including without limitation, diagnostic software and tools, are Confidential Information of Unisys and will be used only by Unisys maintenance personnel. This provision applies even though such materials may be listed in the Unisys price lists, catalogs, invoices or contracts.

6. Client warrants to Unisys that it has: (1) the right to use and disclose any software, documentation, interfaces, data, specifications or information provided to Unisys under this Agreement; and (2) obtained the legal rights for Unisys to utilize and test such materials in a manner consistent with this Agreement.

8. Notices - All notices under this Agreement shall be addressed to Client at the address stated above and to the Unisys office that services Client.


9. Miscellaneous Provisions:

(a) Unisys will excuse any failure that is beyond Client's reasonable control and Client will excuse any failure that is beyond Unisys reasonable control, except that Client shall not be excused from making payments when due. Any failure or delay by Client or Unisys in exercising any right or remedy will not constitute a waiver.

(c) Each provision of this Agreement is severable; if any provision is declared invalid, the remaining provisions will remain in effect. Only a duly authorized Unisys representative may sign this Agreement or any change to this Agreement.

Agreed and Accepted

Unisys Corporation


(Signature)

May 20th, 2016
(Date)

David A. Lechner

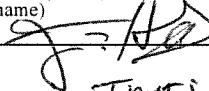
(Printed/typed name)

Vice President Public Sector US and Canada

(Title)

Client

CITY OF AUSTIN
(Company name)


(Signature)

5/20/16
(Date)

JAMES T. HOWARD
(Printed/typed name)

Corporate Procurement Manager
(Title)

CITY OF AUSTIN
FSD - PURCHASING OFFICE

CERTIFICATION OF EXEMPTION

DATE:	2/17/2016	DEPT:	CTM
TO:	Purchasing Officer or Designee	FROM:	Stephen Elkins
BUYER:	Yolanda Miller	PHONE:	512-974-1644

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase.

(Please check which exemption you are certifying)

- | | |
|---|--|
| <input type="checkbox"/> a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality | <input type="checkbox"/> materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits |
| <input type="checkbox"/> a procurement necessary to preserve or protect the public health or safety of municipality's residents | <input type="checkbox"/> a purchase of rare books, papers, and other library materials for a public library |
| <input type="checkbox"/> a procurement necessary because of unforeseen damage to public machinery, equipment, or other property | <input type="checkbox"/> paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements |
| <input type="checkbox"/> a procurement for personal, professional, or planning services | <input type="checkbox"/> a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters |
| <input type="checkbox"/> a procurement for work that is performed and paid for by the day as the work progresses | <input type="checkbox"/> a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212 |
| <input checked="" type="checkbox"/> a purchase of land or right-of-way | |
| <input type="checkbox"/> a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for equipment; books, papers, and other library | |

Directions for Completing

FSD Purchasing Office Certification of Exemption Form

(The following steps must be completed prior to forwarding form to Purchasing)

- A.. Check the box of the exemption that applies to this procurement.
- B. Complete the Exemption Form providing any additional information required for the chosen exemption.
- C. Obtain signature of:
 - 1. Person requesting exemption (Originator)
 - 2. Department Director or designee
 - 3. Assistant City Manager, General Manager or designee (if purchase > \$50,000)
- D. Forward completed form to Purchasing.

- D personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter J7, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal **government; or under an interlocal contract for cooperative purchasing administered by a** regional planning commission established under Chapter 391
- D services performed by blind or severely disabled **persons**
- D goods purchased by a municipality for subsequent retail sale by the municipality
 - electricity
 - advertising, other than legal notices
- D Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- Preserve and Protect the Public Health and Safety – Describe how this purchase will preserve and protect the public safety of residents.
- Sole Source -Describe what patents, copyrights, secret processes, or natural monopolies exist. 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.
- Personal Services – Describe those services to be performed personally by the individual contracted to perform them.
- Professional Services – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- Planning Services – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- Critical Business Need -Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

\$2,410,000.00 for a 24-month base contract with three 12-month extension options totaling \$5,935,000.00 with Unisys Corporation. Blue Bell, PA for professional services related to AMANDA for: expansion of online services, migration of legacy systems into AMANDA, and onboarding new departments or divisions into AMANDA. Jake Adams. (512) 632-9295. jake.adams@unisys.com.

- 4. Please attach any documentation that supports this exemption.
- 5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City.

It has been verified that Unisys is the sole strategic partner of the AMANDA owner, CSDC Systems, Inc., able to provide consulting services and managed services for the AMANDA software platform.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Unisys Corporation . which will cost approximately ~~\$5,935,000.~~ \$5,935,000.⁰⁰

Recommended Certification

[Signature] 18 FEB 2016
Originator Date

Approved Certification

Stephen A. Elkins Feb 18, 2016
Department Director or designee Date

[Signature] 2/22/16
Assistant City Manager / General Manager Date
or designee (if applicable)

Purchasing Review
(if applicable)

[Signature] 2/22/16
Buyer Date

[Signature]
Manager Initials

Exemption Authorized
(if applicable)

Purchasing Officer or designee Date

J1114112



JCE:JSF:
GRANTS
COURTS & JUSTICE
PERMITTING & COMPLIANCE
FREEDOM OF INFORMATION

Febuary 301G

CSDC Systems Inc.
1705 Tech Ave., Suite 1
Mississauga, ON L4W 0A2

Kamran Karimi
Programmer Analyst Supervisor
Communications and Technology Management
City of Austin
Office: (512) 974-2877
Cell: (512) 567-3557

Re: Sole Source Provider

Dear Mr. Karimi:

Please be advised that CSDC Systems, Inc. is the developer, owner of all source code, copyrights, and trademarks of the iuVLA.ell\JDA platform. Unisys is the only Certified partner of CSDC who can deliver both managed services and consulting services relating to AIVL\NDA and that the use of another non-certified vendor, would not be supported by CSDC. Should another unauthorized party provide maintenance or services to Ai\IA.NDA, all warranties and/or license agreements will become null and void.

If you require further information regarding CSDC Systems Inc., or the A.c 1\I\IDA platform, please do not hesitate to contact me at: 888-661-1933 x 231.

A handwritten signature in black ink, appearing to read "Eric David".

Eric David
Executive Vice President
CSDC Systems Inc.

cc: Epsit Jajal, Marcos Quintana, Tim Feick