



Amendment No. 5
to
Contract No. 5600 NS130000031
for
Software Support & Maintenance Annual License
between
SAAMA Technologies Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be August 1, 2017 through July 31, 2018. No more options to extend remain.
- 2.0 The total contract amount is increased by \$79,392.57 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/01/2013 – 07/31/2014		
	\$77,824.37	\$77,824.37
Amendment No. 1: Option 1 – Extension 08/01/2014 – 07/31/2015		
	\$78,213.49	\$156,037.86
Amendment No. 2: Option 2 – Extension 08/01/2015 – 07/31/2016		
	\$78,605.00	\$234,642.86
Amendment No. 3: Name Changed 12/22/2015		
	\$0.00	\$234,642.86
Amendment No. 4: Option 3 – Extension 08/01/2016 – 07/31/2017		
	\$78,998.00	\$313,640.86
Amendment No. 5: Option 4 – Extension 08/01/2017 – 07/31/2018		
	\$79,392.57	\$393,033.43

- 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: Ben Kim, Director 8/23/17

Printed Name: Ben Kim
Authorized Representative

SAAMA Technologies Inc.
900 E. Hamilton Ave Ste 200
Campbell, CA 95008

Sign/Date: Bartley Tyler 8/23/17

Printed Name: Bartley Tyler
Authorized Representative

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



Amendment No. 4
of
Contract No. NS130000031
for
Software Support & Maintenance Annual License
between
SAAMA Technologies Inc
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective August 1, 2016 the term for the extension option will be August 1, 2016 to July 31, 2017 and there is one remaining option.
- 2.0 The total contract amount is increased by \$78,998.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/01/13 – 07/31/14	\$77,824.37	\$77,824.37
Amendment No. 1: Option 1 08/01/14 – 07/31/15	\$78,213.49	\$156,037.86
Amendment No. 2: Option 2 08/01/15 – 07/31/16	\$78,605.00	\$234,642.86
Amendment No. 3: Name Changed 12/22/2015	\$0.00	\$234,642.86
Amendment No. 4: Option 3 08/01/16 – 07/31/17	\$78,998.00	\$313,640.86

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

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

Signature and Date:

George Shemas

July 22, 2016

Printed Name: George Shemas
Authorized Representative

Signature and Date:

Linell Goodin-Brown

Linell Goodin-Brown, Contract Compliance Supervisor
City of Austin
Purchasing Office

7-29-16

SAAMA Technologies Inc
900 E Hamilton Ave Ste 200
Campbell, CA 95008



Amendment No. 3
to
Contract No. NS130000031
for
#17213-Software support agreement
Between
Sypherlink, Inc.
and the
City of Austin

1.0 The Contract is hereby amended as follows: Change the vendor information as requested and documented by the vendor.

	From	To
Vendor Name	Sypherlink, Inc.	Saama Technologies, Inc.
Vendor Code	VS0000037809	V000000938290
FEIN	[REDACTED]	

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 3 is hereby incorporated into and made a part of the Contract.

A handwritten signature in cursive script, reading "Linell Goodin-Brown".

Linell Goodin-Brown
Contract Compliance Supervisor
City of Austin, Purchasing Office

7-7-16

Date



Amendment No. 2
of
Contract No. NS130000031
for
Software Support & Maintenance Annual License
between
Sypherlink, Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective August 1, 2015 the term for the extension option will be August 1, 2015 to July 31, 2016 and there are two remaining options.
- 2.0 The total contract amount is increased by \$78,605.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/01/13 – 07/31/14	\$77,824.37	\$77,824.37
Amendment No. 1: Option 1 08/01/14 – 07/31/15	\$78,213.49	\$156,037.86
Amendment No. 2: Option 2 08/01/15 – 07/31/16	\$78,605.00	\$234,642.86

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

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

Signature and Date: George Shemas

GEORGE SHEMAS

Printed Name:
Authorized Representative

Signature and Date:

Beatrice Washington 7-8-15 For

Shawn Willett, Corporate Contract Compliance Manager
IT Procurement
City of Austin
Purchasing Office

Sypherlink, Inc.
6797 High Street, Ste. 234
Worthington, OH 43085



Amendment No. 1
of
Contract No. NS130000031
for
Software Support & Maintenance Annual License
between
Sypherlink, Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective August 1, 2014 the term for the extension option will be August 1, 2014 to July 31, 2015 and there are three remaining options.
- 2.0 The total contract amount is increased by \$78,213.49 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/01/13 – 07/31/14	\$77,824.37	\$77,824.37
Amendment No. 1: Option 1 02/01/14 – 01/31/16	\$78,213.49	\$156,037.86

SW 08/01/14 – 07/31/15
3.0 MBE/WBE goals were not established for this contract.

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

- 5.0 All other terms and conditions remain the same.

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

Signature and Date: George Sheimas 4/28/14

GEORGE SHEIMAS
Printed Name:
Authorized Representative

Signature and Date: Shawn Willett 7-21-14

Shawn Willett, Corporate Contract Compliance Manager
IT Procurement
City of Austin
Purchasing Office

Sypherlink, Inc.
6797 High Street, Ste. 234
Worthington, OH 43085



**Financial and Administrative Service Department
Purchasing Office**

PO Box 1088, Austin, Texas, 78767

July 17, 2013

Sypherlink, Inc.
George Shemas
6797 High Street, Ste. 234
Worthington, OH 43085

Dear Mr. Shemas:

The City of Austin has approved the execution of a contract with your company for Sypherlink Harmonizer Software Support and Maintenance in accordance with the referenced contract.

Responsible Department:	Communications and Technology Management
Department Contact Person:	Robert Turner
Department Contact Email:	robert.turner@austintexas.gov
Department Contact Telephone:	(512) 974-0759
Project Name:	Software Support and Maintenance - Harmonizer
Contractor Name:	Sypherlink, Inc.
Contract Number:	MA 5600 NS1300000031
Contract Period Amount:	NTE \$77,824.37
Contract Period:	August 1, 2013 – July 31, 2014
Contract Extension Options:	Year 1, \$78,213.49; Year 2, \$78,604.56; Year 3, \$78,997.58; Year 4, \$79,392.57. Total Contract Amount, Not to Exceed \$393,032.57
RQM Number:	5600 13071600496
Type Contract:	Sole Source
Agenda Item Number:	57
Council Approval Date:	6/27/12

A copy of the contract/purchase order will be forwarded by U.S. mail or email.

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* above.

Sincerely,

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

David Kucko
Corporate Contract Administrator
(512) 974-3364

CC: Robert Turner

**CONTRACT BETWEEN THE CITY OF AUSTIN
And
Sypherlink Inc.
For
Sypherlink Software Support and Maintenance for the Austin Police Department**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Sypherlink Inc. ("Contractor"), having offices at 6797 High Street, Suite 234, Worthington, OH 43085.

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 Ben Kim, Phone: 614-652-6593 or 614-774-5886, Email: ben.kim@sypherlink.com. The City's Contract Manager for the engagement shall be Robert Turner, (512) 974-0759, Email: Robert.Turner@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 fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 3. COMPENSATION:

3.1 **Contract Amount.** In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$77,824.37 for the initial twelve (12) month term, and amounts not-to-exceed \$78,213.49, \$78,604.56, \$78,997.58 and \$79,392.57 respectively for each extension option, for a total contract amount not-to-exceed \$393,032.57.

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 Vendor'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 work order number. Time billed for labor shall be limited to hours actually worked at the work site.

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

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

3.3 **Payment**

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

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

3.3.3 The City may withhold or 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 defective or non-conforming deliverables by the Contractor;

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

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

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

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

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

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

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

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

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

3.5 **Travel Expenses:** Travel expenses are not authorized under this contract.

3.6 **Final Payment and Close-Out**

3.6.1 The making and acceptance of final payment will constitute:

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

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

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall become effective on the date executed by the City ("Effective Date") and will be in effect for an initial term of 12 months and may be extended thereafter for up to four (4) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

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

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

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

4.4 **Termination For Cause:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the

Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

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

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

SECTION 5. OTHER DELIVERABLES

5.1 Equal Opportunity

5.1.2 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 C. 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.

5.1.3 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.

5.2 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.

5.3 Delays:

5.3.2 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.

5.3.3 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.

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

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

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

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

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

6.2.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

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

6.2.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase

conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

SECTION 7. MISCELLANEOUS

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

7.1.1 disposal of major assets;

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

7.1.3 any significant termination or addition of provider contracts;

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

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

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

7.1.7 known or anticipated sale, merger, or acquisition;

7.1.8 known, planned or anticipated stock sales;

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

7.1.10 significant change in market share or product focus.

7.2 Right To Audit

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

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

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

7.4 Indemnity:

7.4.1 Definitions:

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

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

7.4.1.1.2 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),

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

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

7.5 **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.

7.6 **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:

Contractor's Name

ATTN: Ben Kim, Contract Manager

6797 High Street, Suite 234

Worthington, OH 43085

7.7 **Confidentiality:** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets,

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

7.8 **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.

7.9 **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.

7.10 **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 of Austin 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.

7.11 **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.

7.12 **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.

7.13 **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.

7.14 **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.

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

7.16 **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.

7.17 **Dispute Resolution**

7.17.1 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.

7.17.2 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.

7.18 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program:**

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

7.18.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's**

MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.

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

7.19 SUBCONTRACTORS

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

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

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

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

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

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

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

7.19.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any

such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

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

7.20 **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.

7.21 **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.

7.22 **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.

7.23 **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.

7.24 **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.

7.25 Incorporation of Documents: Section 0100, Standard Purchase Definitions, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address: <http://www.austintexas.gov/sites/default/files/files/Finance/Purchasing/standard-purchase-definitions.pdf>.

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

SYMPHERLINK, INC.

By: George Shemas
Signature

Name: George Shemas
Printed Name

Title: Vice President

Date: July 1, 2013

CITY OF AUSTIN

By: David Kucko
Signature

Name: DAVID KUCKO
Printed Name

Title: Corporate Contract Administrator

Date: 7/16/13

List of Exhibits

Exhibit A	Sypherlink Quote
Exhibit B	Support Agreement
Exhibit C	Non Discrimination Certification

Exhibit A
Sypherlink Quote

Annual software support and maintenance for the following Sypherlink modules;

Harmonizer Engine Enterprise License
N-DEX Adapter Enterprise License
CopLink Enterprise License
Harmonizer Hub Production License
Harmonizer Hub Test/Development License
University of Texas Police Department Spoke
Austin ISD Police Department Spoke
Georgetown Police Department Spoke
Round Rock Police Department Spoke

Initial 12 Month Term:	\$77,824.37
Year 1 Extension Option:	\$78,213.49
Year 2 Extension Option:	\$78,604.56
Year 3 Extension Option:	\$78,997.58
<u>Year 4 Extension Option:</u>	<u>\$79,392.57</u>
Total Contract Cost:	\$393,032.57

Exhibit B
Support Agreement

Maintenance and Support Services

Sypherlink will provide Level 1, 2 and 3 Production Support for the products previously listed (“Products”) for use solely in conjunction with Customer’s COPLINK Product (“Named Application”) through Customer for its End Users.

A. Support Services

To engage Sypherlink Production Support, two (2) registered Named Contacts can place support inquiries to Sypherlink via phone at **(614) 652-6100** or via E-mail to **techsupport@sypherlink.com**. At any time, Customer may change the names of the designated Named Contacts list by providing Sypherlink with at least fifteen (15) days prior written notice.

- **Level 1 Production Support** provided by Sypherlink for the Products consists of general assistance of the type that would be expected from a typical help desk, including answer questions about hardware and software requirements for Products; answering questions concerning the licensing of the Products; assist in the execution of the Products’ installation programs; answering basic questions regarding the use of the Products.
- **Level 2 Production Support** provided by Sypherlink for the Products. This Level 2 Support consists of assistance of the type that would be expected from a skilled support engineer, including assistance in confirming if the reported problem applies to the supported Products and escalating an Error for Level 3 Production Support as necessary.
- **Level 3 Production Support** provided by Sypherlink for the Products consists of: (a) verifying that the reported Error applies to the Product; (b) attempting to duplicate the reported Error in the Product if the Customer ’s contacts are unable to provide a reproducible test case; (c) attempting to identify or develop a patch or work-around to the Error in the Product; (d) escalating the Error in the Product to senior Sypherlink technical staff, as necessary; and following-up to ensure satisfaction with the Level 3 Production Support.

B. Maintenance Response Expectations

- In the event that an Error is discovered in the Product, the Customer may notify Sypherlink by phone or email of the Error (including a reasonable description). Any phone notifications will be followed up with a written Error description within two (2) business days. Sypherlink will respond to such notice and will make reasonable efforts to assign engineers to address problems consistent with the Response Timetable below. The Customer must provide Sypherlink with a continually-available contact who will promptly assist the support and development organizations with data gathering, testing, and applying all fixes to the applicable environment for Severity 1 (Critical) or Severity 2 (Serious) Errors. If Sypherlink cannot duplicate the Error in-house, then Sypherlink may request, and the Customer will promptly provide, reasonable access to the computing environment in which the Error occurs.
- **Error Classification and Target Response Timetable.** The Response Timetable specifies the level of response that will be given to an Error at each step of the process based upon the assigned Priority Level of the Error by Sypherlink.

Severity Level	Definition	Support Assistance
1 - Critical	Proven Error of the Product in a production environment. The Product is unusable, resulting in a critical impact on the operation. No workaround is available.	2 business hour targeted response time. Work will continue until a patch, code update or workaround is available.
2 - Serious	The Product will operate but due to an Error, its operation is severely restricted. No workaround is available.	10 business day targeted response time. M-F 8am-5pm Central Time, excluding Sypherlink holidays.
3 – Moderate	The Product will operate with limitations due to an Error that is not critical to the overall operation. For example, a workaround forces a user and/or a systems operator to use a time consuming procedure to operate the system; or removes a non-essential feature.	15 business day targeted response time. M-F 8am-5pm Central Time, excluding Sypherlink holidays.
4 – Low	Due to an Error, the Product can be used with only slight inconvenience.	20 business day targeted response time. M-F 8am-5pm Central Time, excluding Sypherlink holidays.

C. Exclusions

Sypherlink will not be responsible to provide any Support Services arising out of any of the following events and in no event will Sypherlink be liable for any failure to meet the Target Services Level set forth in Targeted Response Table for any issues arising out of the following events:

Support that becomes necessary due to:

- A failure of hardware, equipment or programs not covered by this Agreement;
- Use of software not obtained from Sypherlink under this Agreement;
- Use in a production environment of any release of the Products not marked as "Generally Available";
- Use of third party or Customer software (such as anti-virus software) which interferes in the execution and/or degrades performance of the Products installed in a production environment;
- Any cause or causes beyond the reasonable control of Sypherlink (e.g. floods, fires, loss of electricity or other utilities), errors arising from anything other than Software, such as databases, web-servers or hardware;
- Customer's failure to comply with operating instructions contained in the Documentation;

- Any modification, enhancement or customization of the Products made by anyone other than Sypherlink;
- Installation, configuration, management and operation of the Customer's applications; or
- APIs, interfaces, web services or data formats other than those included with the Product
- Any third-party products except to that the extent that they are provided by Sypherlink, and then only in support of the specific interface or functionality that is intended by Sypherlink.
- Data submissions to supported Products from agencies or third parties which have not followed the prescribed certification procedure prior to data submission. Sypherlink can perform agency data review and certification for an additional fee if desired.

Exhibit C
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 1st day of July, 2013

CONTRACTOR

Authorized
Signature

Title

Sypherlink, Inc.

George Shemer

Vice President



PURCHASE ORDER

PO VENDOR SINGLE

PAGE NO: 1

REFERENCE NUMBER: DO 5600 13073118474

P.O DATE: 08/01/13

PRICE AGREEMENT #: MA 5600 NS130000031

V George Shemas
E VS0000037809 A00000038351
N Sypherlink, Inc.
D 6797 High Street
O Suite 234
R Worthington OH 43085

S CTM Main Location
H
I City of Austin
P 1124 S. IH-35, Suite 300
Austin TX 78704-2614
T
O

B City Of Austin-CTM
I
L Accounts Payable
L PO BOX 1088
Austin TX 78767
T
O

Requestor: Jane Neal, 974-3398
Buyer: See Solicitation, 512-974-2500

The City's standard purchase terms and conditions are hereby incorporated into this order by reference, with the same force and effect as if they were incorporated in full text. The full versions are available at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS or call the Purchasing Office at (512) 974-2500. Please include above reference number on all packages, deliveries, and invoices.

Line	Quantity	Unit	Commodity Information / Description (s)	Unit Price	Extended Amount
1			Commodity: 92045 Software Maintenance/Support 17213-Annual software support and maintenance for Sypherlink modules for year 1.	0.000000	\$ 77,824.37

Order Total: \$ 77,824.37

VENDOR INSTRUCTIONS:

1. SEND ORIGINAL INVOICE WITH DUPLICATE COPY TO THE CITY DEPARTMENT TO WHICH THE GOOD(S) WERE DELIVERED.
2. SHIPPING INSTRUCTIONS: F.O.B. DESTINATION UNLESS OTHERWISE SPECIFIED.
3. NO FEDERAL OR STATE SALES TAX SHALL BE INCLUDED IN PRICES BILLED. LIMITED SALES TAX #74-6000085.



Authorized Agent for City Manager

By acceptance of this purchase order, you agree to comply with the terms and conditions incorporated herein by reference and made a part of this order.

8/1/13

Date



To: Paul Hopingardner 
From: Robert Turner 
Date: April 5, 2013
Subject: Certificate of Exemption Form
Actions: Needs your review, signature of Stephen Elkins, signature of Anthony Snipes

This Certificate of Exemption form is for the purchase of software support from Sypherlink, Inc. This is a 5 year contract with options for year 2, 3, 4 and 5. The total amount of the contract is \$393,032.57

This particular form will require signature of Stephen Elkins and Interim Assistant City Manager Anthony Snipes.

I have included the sole source letter from the vendor and the request for signature for Assistant City Manager Snipes.

Please contact me with any questions.

Request for Assistant City Manager Signature

What needs to be signed? Please provide a short summary of document.

Purchasing exemption document for the sole source purchase of software support.

Why is the Assistant City Manager's signature needed?

Required per City of Austin purchasing office guidelines.

Do you need this back before the three day requirement? If yes, why?

no

Who should this form be returned to?

David Barron, CTM

Stephen A. Elkins
Director's Signature

4/12/2013
Date

All requests should be forwarded from one Single Point of Contact (SPOC) in each department. Requests for signature should be submitted three days prior to needing the document signed. All documents for signature should be submitted in hard copy, with this form attached. Once signed, documents will be scanned and sent back to the department SPOC electronically, as well as the hard copy forwarded back to the department. It is the responsibility of the department to handle the signed document from that point for distribution.

For Assistant City Manager Office Use

4-17-13 Date Received 4-18-13 Date Signed 4-19-13 Date Returned

Dawn

Directions for Completing

CITY OF AUSTIN
FSD - PURCHASING OFFICE

CERTIFICATION OF EXEMPTION

DATE: April 5, 2013	DEPT: CTECC	
TO: Purchasing Officer or Designee	FROM: Robert Turner	
BUYER: David Kucko	PHONE: 512.974.0759	

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)

- | | |
|--|---|
| <ul style="list-style-type: none"><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"/> a procurement necessary to preserve or protect the public health or safety of municipality's residents<input type="checkbox"/> a procurement necessary because of unforeseen damage to public machinery, equipment, or other property<input type="checkbox"/> a procurement for personal, professional, or planning services<input type="checkbox"/> a procurement for work that is performed and paid for by the day as the work progresses<input type="checkbox"/> a purchase of land or right-of-way<input checked="" 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 | <ul style="list-style-type: none"><input type="checkbox"/> monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for equipment; books, papers, and other library 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 purchase of rare books, papers, and other library materials for a public library<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 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
a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212

- ☐ 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 17, 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
services performed by blind or severely disabled persons
goods purchased by a municipality for subsequent retail sale by the municipality
electricity
advertising, other than legal notices
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.

This is a sole source purchase for copyrighted software; we have confirmed that other vendors are not authorized to provide this software support. Sypherlink, Inc. copyrights the software, Harmonizer Hub and Harmonizer Spoke are the only company authorized to provide support for this software without violating the license agreement. The Austin Police Department uses this software to standardize and normalize crime records in the Austin metropolitan area. Without support for this software, the City of Austin will not receive software updates nor be able to request assistance from the Vendor to resolve problems or to implement enhancements.

4. Please attach any documentation that supports this exemption.
See attached letter from Sypherlink, Inc.

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.

This is a sole source purchase for copyrighted software that is currently being used by the Austin Police Department; we have confirmed that other vendors are not authorized to provide this support for this product.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Sypherlink, Inc., which will cost approximately \$393,032.57. This support contract will have a 5 year term; there are options for each year of the contract.

Recommended Certification

[Signature] 5 April, 2013
Originator Date

Approved Certification

Stephen A. Elkins 4/12/2013
Department Director or designee Date

[Signature] 4/18/13
Assistant City Manager / General Manager
or designee (if applicable) Date

Purchasing Review
(if applicable)

[Signature] 4/30/13
Buyer Date

[Signature]
Manager Initials

Exemption Authorized
(if applicable)

[Signature]
Purchasing Officer or designee Date

11/14/12

November 26, 2012

City of Austin
Purchasing Department
P.O. Box 1088
Austin, TX 78767

Dear Sir or Madam:

The purpose of this letter is to certify that the following software products have been developed by Sypherlink, Inc. and licensed to the City of Austin Regional Intelligence Center via the Texas DIR contract number DIR-SDD-1448.

Harmonizer Engine – Enterprise
N-DEX adapter – Enterprise
CopLink Enterprise License
Harmonizer Hub Production License
Harmonizer Hub Test/Development License
University of Texas Police Department Spoke
Austin ISD Police Department Spoke
Georgetown Police Department Spoke
Round Rock Police Department Spoke

Contract DIR-SDD-1448 includes the Sypherlink Software License Agreement for these products which confirms that these products are of a proprietary nature and are owned and copyrighted by Sypherlink, Inc.

There is no other company, other than Sypherlink, (including its resellers) which is authorized to provide support for these products. Allowing any other company to work on the Sypherlink software would be a violation of the Title and Nondisclosure provisions of the Sypherlink Software License Agreement.

If there are any questions regarding the Sypherlink Software License Agreement, you may contact me at (614) 652-6878.

Sincerely,



George Shemas
Vice President
Sypherlink, Inc.

ASSIGNMENT AGREEMENT

Contract Number(s)/Description:	MAS600 SOFTWARE SUPPORT AND
Supporting Orders:	MS130000031 ANNUAL MAINTENANCE
ASSIGNOR'S NAME:	SPHERLINK, INC.
State of Incorporation:	DELAWARE
City and State of Principal Office:	WORTHINGTON, OHIO
ASSIGNEE'S NAME:	SARMA TECHNOLOGIES, INC.
State of Incorporation:	DELAWARE
City and State of Principal Office:	CAMPBELL, CALIFORNIA
Type of Agreement:	SOLE SOURCE
Effective Date of Agreement:	AUGUST 1, 2015

The Assignor, a company duly organized and existing under the laws of the above State with its principal office in the above location, Assignee, a company duly organized and existing under the laws of the above State with its principal office in the above location; and the City of Austin (the City) enter into this Agreement as of the above stated effective date.

1. THE PARTIES AGREE TO THE FOLLOWING FACTS:

1.1. The City has entered into the above referenced contract with the Assignor. "The contract," as used in this Agreement, means the above contract, including all Amendments, made between the City and the Assignor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the City or the Assignor has any remaining rights, duties, or obligations under this contract).

1.2. As of the above stated effective date:

1.2.1. The Assignor has transferred to the Assignee all the rights of the Assignor under the contract by virtue of a written agreement between the Assignor and the Assignee.

1.2.2. The Assignee has acquired all the rights of the Assignor under the contract by virtue of the above transfer.

1.2.3. The Assignee has assumed all obligations and liabilities of the Assignor under the contract by virtue of the above transfer.

1.2.4. The Assignee is in a position to fully perform all obligations that may exist under the contract.

1.2.5. It is consistent with the City's interest to recognize the Assignee as the successor party to the contract.

1.2.6. Evidence of the above transfer has been filed with the City.

2. IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT:

2.1. The Assignor confirms the transfer to the Assignee, and waives any claims and rights against the City that it now has or may have in the future in connection with the contract.

- 2.2. The Assignee agrees to be bound by and to perform the contract in accordance with the conditions contained in the contract. The Assignee also assumes all obligations and liabilities of, and all claims against the Assignor under the contract as if the Assignee was the original party to the contract.
- 2.3. The Assignee ratifies all previous actions taken by the Assignor with respect to the contract, with the same force and effect as if the action had been taken by the Assignee.
- 2.4. The City recognizes the Assignee as the Assignor's successor in interest in and to the contract. The Assignee by this Agreement becomes entitled to all rights, titles, and interests of the Assignor in and to the contract as if the Assignee was the original party to the contract. Following the effective date of this Agreement, the term "Contractor," as used in the contract, shall refer to the Assignee.
- 2.5. Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the City against the Assignor.
- 2.6. All payments and reimbursements previously made by the City to the Assignor, and all other previous actions taken by the City under the contract, shall be considered to have discharged those parts of the City's obligations under the contract. All payments and reimbursements made by the City after the date of this Agreement in the name of or to the Assignee shall have the same force and effect.
- 2.7. The Assignor and the Assignee agree that the City is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the City in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contract.
- 2.8. The contract shall remain in full force and effect, except as modified by this Agreement. The parties have caused this Agreement to be executed by their duly authorized person as of the day and year first above written.

BY (Printed Name): George Shemas
(Signature): George Shemas
Title: VICE PRESIDENT
Assignor

BY (Printed Name): GEORGE SHEMAS
(Signature): George Shemas
Title: VICE PRESIDENT
Assignee

Federal Tax ID # 77-0456182

BY (Printed Name): Select Name Linell Gordin Brown
(Signature): Linell Gordin Brown
Title: Select Title Contract Compliance Supv.
City of Austin
7-7-16

DocuSign Envelope ID: 718E4570-B8B3-4265-B08D-D31B31E4CFD7

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC CORPORATIONS**

Pursuant to Title 8, Section 251(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Saama Technologies, inc.
_____, and the name of the corporation being
merged into this surviving corporation is Sypherlink, Inc.
_____.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations.

THIRD: The name of the surviving corporation is Saama Technologies, Inc.
_____ a Delaware corporation.

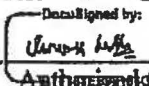
FOURTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

FIFTH: The merger is to become effective on December 28, 2015.

SIXTH: The Agreement of Merger is on file at 900 E. Hamilton Ave.,
Campbell, CA 95008, the place of business
of the surviving corporation.

SEVENTH: A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the 22 day of December, A.D.,
2015.

By: 
Authorized Officer.

Name: Suresh Katta
Print or Type

Title: President

AGREEMENT AND PLAN OF MERGER

OF

**SAAMA TECHNOLOGIES, INC.
(A DELAWARE CORPORATION)**

AND

**SYPHERLINK, INC.
(A DELAWARE CORPORATION)**

THIS AGREEMENT AND PLAN OF MERGER dated as of December 22, 2015 (the "**Agreement**") is between Saama Technologies Inc., a Delaware corporation ("**Saama**") and Sypherlink, Inc., a Delaware corporation ("**Sypherlink**"). Saama and Sypherlink are sometimes referred to herein as the "**Constituent Corporations.**"

RECITALS

A. Saama is a corporation duly organized and existing under the laws of the State of Delaware.

B. Sypherlink is a corporation duly organized and existing under the laws of the State of Delaware and has authorized capital stock of 10,000,000 shares, all of which are designated "Common Stock," par value \$0.001 per share. As of the date and time of execution of this Agreement, 10,000,000 shares of Common Stock are issued and outstanding, all of which are held by Saama, and no shares of Preferred Stock are issued and outstanding.

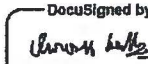
C. The Boards of Directors of Saama and Sypherlink have determined that it is advisable and in the best interests of each of Saama and Sypherlink and their shareholders and sole stockholder, respectively, that Sypherlink merge with and into Saama upon the terms and conditions herein provided.

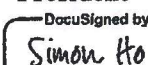
D. The Boards of Directors of Saama and Sypherlink have approved this Agreement and have directed that this Agreement be submitted to a vote of their shareholders and sole stockholder, respectively, and executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, Saama and Sypherlink hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

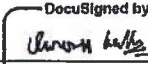
IN WITNESS WHEREOF, this Agreement having first been approved by the resolutions of the Board of Directors of Saama Technologies, Inc., a Delaware corporation, and Sypherlink, Inc., a Delaware corporation, is hereby executed on behalf of each of such two corporations and attested by their respective officers thereunto duly authorized.

SAAMA TECHNOLOGIES, INC.,
a Delaware corporation

By:  DocuSigned by:
Name: Suresh Katta
Title: Chief Executive Officer and President

By:  DocuSigned by:
Name: Simon Ho
Title: Secretary

SYIPHERLINK, INC.
a Delaware corporation

By:  DocuSigned by:
Name: Suresh Katta
Title: President and Secretary

[Signature page to Agreement and Plan of Merger]

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION
SOLICITATION NO.

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 29TH day of June, 2016

CONTRACTOR

Saama Technologies, Inc.

Authorized Signature

George P. Sherman

Title

VICE PRESIDENT