



Amendment No. 3
to
Contract No. MA 5600 NS150000026
for
Apricot Software and Support
between
Social Solutions Global, Inc. (Contractor)
and the
City of Austin

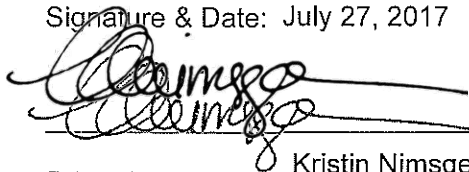
- 1.0 Per section 4.2.1 of the Contract, the parties hereby agree to **a one time only** 12-month holdover of the above referenced contract. Effective 07/10/2017, the term for the hold over will be 08/01/2017 to 07/31/2018.
- 2.0 The City hereby amends the above referenced contract to increase available funding in an amount not to exceed \$10,945.00 per attached Exhibit A effective 08/01/2017.
- 3.0 The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Original Contract: 06/08/2015 – 08/07/2017	\$33,770.00	\$33,770.00
Amendment No. 1: Guest User Module	\$812.50	\$34,582.50
Amendment No. 2: Vendor name change	\$0.00	\$34,582.50
Amendment No. 3: 12-month holdover 08-01-2017 – 07/31/2018 Administrative Increase \$10,945.00 NTE: \$37,127.50	\$10,945.00	\$45,527.50

- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

Signature & Date: July 27, 2017



Printed Name: Kristin Nimsger

Authorized Representative

Social Solutions Global, Inc.
425 Williams Ct., Suite 100
Baltimore, MD 21220

Signature & Date:



7/31/17

Sai Purcell, Procurement Specialist IV
City of Austin Purchasing Office

EXHIBIT A

Andy Hofmeister
Division Chief
City of Austin
Austin-Travis County EMS Community Health Program

July 7, 2017

RE: SERVICES PROVIDED BY SOCIAL SOLUTIONS

Dear Mr. Andy Hofmeister,

The current contract expires on June 30, 2018. Below is a breakdown of the cost associated for the Apricot system currently being used by the below organizations. Let me know if you need anything further. Thanks.

Austin-Travis County EMS Community Health Program

Apricot	Annually July 2017	\$4,620.00
Basic Support Package	Annually July 2017	\$0.00
Calendar Integration (Exchange)	Annually July 2017	\$330.00
Calendar Integration (Google)	Annually July 2017	\$0.00
Data Import	Annually July 2017	\$0.00
Form Logic	Annually July 2017	\$0.00
Guest User Module	Annually July 2017	\$660.00
Registration Grid Module	Annually July 2017	\$0.00
TOTAL:		\$5,610.00

Austin-Travis County EMS Injury Prevention Program

Apricot	Annually July 2017	\$4,620.00
Basic Support Package	Annually July 2017	\$0.00
Data Import	Annually July 2017	\$0.00
Form Logic	Annually July 2017	\$0.00
Guest User Module	Annually July 2017	\$715.00
Registration Grid Module	Annually July 2017	\$0.00
TOTAL:		\$5,335.00

Year (July 2017 – June 2018)

Grand Total: \$10,945.00

Toll Free: 866.732.3580
Local: 443.480.3375
www.socialsolutions.com

425 Williams Court, Suite 100
Baltimore, Maryland 21220



Amendment No. 2
to
MA 5600 NS150000026
between
Community Techknowledge, Inc. (Contractor)
and the
City of Austin

1.0 The above referenced contract is amended as follows:

The Contractor "Community Techknowledge, Inc." is here by amended to "Social Solutions Global, Inc."

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Contract:	\$25,370.00	\$25,370.00
Amendment No. 1: Guest User Module	\$812.50	\$26,182.50
Amendment No. 2: Vendor name change	\$0.00	\$26,182.50

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

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

5.0 All other terms and conditions remain the same.

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

Authorized Representative:

Signature: [Handwritten Signature]
City of Austin Purchasing Office
Printed Name: Gill Zilkha

Date: 11/14/16

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



May 18, 2016

Via Electronic Mail - gil.zilkha@austintexas.gov

Gil Zilkha
City of Austin
Purchasing Department
124 W. 8th Street – Suite 310
Austin, TX 78701

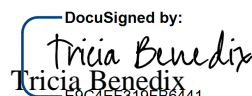
To whom it may concern:

The purpose of this letter is to confirm that Community Techknowledge, Inc. (“CTK”) was acquired by Social Solutions Global, Inc. (“SSG”) on June 22, 2015. As successor in interest to CTK as a result of the acquisition, SSG has assumed the obligations of CTK under the existing agreement with the City of Austin.

SSG also confirms that SSG and its principals have not been 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.

I certify that the information provided is accurate and complete to the best of my knowledge.

Sincerely,

DocuSigned by:

Tricia Benedix
E9C4EF319FB6441...
Chief Financial Officer



Amendment No. 1
to
MA 5600 NS150000026
for
Apricot Software and Support
between
Social Solutions Global, Inc. (Contractor)
and the
City of Austin

1.0 The above referenced contract is amended as follows:

Revise the **Compensation** Section to **increase the total not to exceed to \$26,182.50**. This is an increase of \$812.50; and

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Contract:	\$25,370.00	\$25,370.00
Amendment No. 1: Guest User Module	\$812.50	\$26,182.50

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

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

5.0 All other terms and conditions remain the same.

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

Authorized Representative:

Contractor Signature:

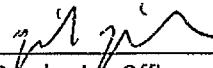


Printed Name: PATRICIA BENEDIX

Date: 6/13/2016

Social Solutions Global, Inc.
425 Williams Ct., Suite 100
Baltimore, MD 21220

Signature:



City of Austin Purchasing Office

Printed Name: Gil Zilkha

Date: 5/5/16

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

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
COMMUNITY TECHKNOWLEDGE
FOR
APRICOT SOFTWARE AND SUPPORT**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Community TechKnowledge ("Contractor"), having offices at 9442 Capital of Texas Hwy North, Building 1, Suite 200, Austin, TX 78759.

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 providing the commodities identified in Section 2. In the event that the need arises for the Contractor to provide deliverables beyond those stated in the Section 2, the Contractor and the City shall negotiate mutually agreeable terms and compensation for such.
- 1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in delivering the commodities. 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.
- 1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Steve Allen, Phone: (512) 345-9090 x104, Email: sallen@communitytech.net. The City's Contract Manager for the engagement shall be Patrick Murphy, Phone: (512) 972-7017, Email: Patrick.Murphy@austintexas.gov. The City's 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.** The Contractor will be paid an amount not-to-exceed \$33,770.00 for all fees and expenses.
- 3.2 **Invoices**
 - 3.2.1 The Contractor shall submit separate invoices in duplicate on each purchase order or delivery order after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
 - 3.2.2 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 itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. 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

3.2.3 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.

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

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

3.3 **Payment**

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

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

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

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

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

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

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

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

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

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

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

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

3.6 **Final Payment and Close-Out**

3.6.1 If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the project manager or contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.

3.6.2 The making and acceptance of final payment will constitute:

3.6.2.1 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

3.6.2.2 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.** This Contract shall become effective on the date executed by the City ("Effective Date") and shall remain in effect for twenty-four (24) months or the City terminates the Contract.

4.2.1 Upon expiration of the contract, 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 **Termination and Suspension of Service:**
- 4.6.1 In the event of termination of the contract, the service provider shall implement an orderly return of City data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of City data.
- 4.6.2 During any period of service suspension, the service provider shall not take any action to intentionally erase any City data.
- 4.6.3 In the event of termination of any services or agreement in its entirety, the service provider shall not take any action to intentionally erase any City data for a period of:
- 4.6.3.1 10 days after the effective date of termination, if the termination is in accordance with the contract period

4.6.3.2 30 days after the effective date of termination, if the termination is for convenience

4.6.3.3 60 days after the effective date of termination, if the termination is for cause

After such period, the service provider shall have no obligation to maintain or provide any City data and shall thereafter, unless legally prohibited, delete all City data in its systems or otherwise in its possession or under its control.

4.6.4 The City shall be entitled to any post-termination assistance generally made available with respect to the services unless a unique data retrieval arrangement has been established as part of the SLA.

4.6.5 The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the City. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the City.

4.7 **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 **Import and Export of Data:** The City shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the City to import or export data to/from other service providers.

5.2 **Equal Opportunity**

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

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

5.3 **Acceptance of Incomplete or Non-Conforming Deliverables:**

5.9.1 "Personal Data" means data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport), financial account information, including account number, credit or debit card numbers, or protected health information (PHI) relating to a person.

5.9.2 "Protected Health Information" (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as

amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv), and employment records held by a covered entity in its role as employer.¹

5.9.3 Data Ownership: The City will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access City user accounts or City data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract, or (4) at the City's written request.

5.9.4 Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of City information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of City information and comply with the following conditions:

5.9.4.1 The service provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.

5.9.4.2 All data obtained by the service provider in the performance of this contract shall become and remain property of the City.

5.9.4.3 All personal data shall be encrypted in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of this contract.

5.9.4.4 Unless otherwise stipulated, the service provider shall encrypt all non-public data in transit. The City shall identify data it deems as non-public data to the service provider. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.

5.9.4.5 At no time shall any data or processes – that either belong to or are intended for the use of a City or its officers, agents or employees – be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the City.

5.9.4.6 The service provider shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

5.9.5 Compliance with Accessibility Standards: The service provider's Apricot product will comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973 for non-administrative users on or before December 31, 2015.

5.9.6 Security: The service provider shall disclose its non-proprietary security processes and technical limitations to the City such that adequate protection and flexibility can be attained between the City and the

¹

service provider. For example: virus checking and port sniffing – the City and the service provider shall understand each other's roles and responsibilities.

5.9.7 Security in Compliance with Chapter 521 of the Texas Business and Commerce Code: Service provider shall comply with all requirements under Chapter 521 of the Texas Business and Commerce Code, including but not limited to being responsible for a program that protects against the unlawful use or disclosure of personal information collected or maintained in the regular course of business. The program shall include policies and procedures for the implementation of administrative, technical, and physical safeguards, and shall also address appropriate corrective action for events of any security breach and proper methods of destroying records containing sensitive personal information.

5.9.8 Security Incident or Data Breach Notification: The service provider shall inform the City of any security incident or data breach.

5.9.8.1 Incident Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the City should be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

5.9.8.2 Security Incident Reporting Requirements: The service provider shall report a security incident to the appropriate City identified contact immediately as defined in the SLA.

5.9.8.3 Breach Reporting Requirements: If the service provider has actual knowledge of a confirmed data breach that affects the security of any City content that is subject to applicable data breach notification law, the service provider shall (1) promptly notify the appropriate City identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

5.9.9 Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data within the possession or control of service provider.

5.9.9.1 The service provider, unless stipulated otherwise, shall immediately notify the appropriate City identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

5.9.9.2 The service provider, unless stipulated otherwise, shall promptly notify the appropriate City identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. The service provider shall (1) cooperate with the City as reasonably requested by the City to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive action taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

5.9.9.3 Unless otherwise stipulated, if a data breach is direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) establishing a website or a toll-free number and call center for

affected individuals required by state law – all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by service provider based on root cause; all [(1) through (5)] subject to this contract's limitation of liability.

5.9.10 **Business Continuity and Disaster Recovery:** The service provider shall provide a business continuity and disaster recovery plan upon request.

5.4 **Delays:**

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

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

5.10.3 **Change Control and Advance Notice:** The service provider shall give advance notice (to be determined at the contract time and included in the SLA) to the City of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

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

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

SECTION 6. SERVICE LEVELS

6.1 **Responsibilities and Uptime Guarantee:** The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environments are the responsibilities of the service provider. The system shall be available 24/7/365 (with commercially reasonable

pre-scheduled maintenance downtime), and provide service to customers, with uptime percentage as defined in the SLA, attached as Exhibit B.

6.2 **Web Services**: The service provider shall use Web services exclusively to interface with the City's data in near real time when possible.

6.3

SECTION 7. MISCELLANEOUS

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

7.2 Workforce

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

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

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

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

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

7.2.4 **Subcontractor Disclosure**: The service provider shall identify all of its strategic business partners related to services provided under this contract, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the service provider, and who shall be involved in any application development and/or operations.

7.2.5 **Background Checks**: The service provider shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of a felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The service provider

shall promote and maintain an awareness of the importance of securing the City's information among the service provider's employees and agents.

7.2.6 Non-disclosure and Separation of Duties: The service provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of City data to that which is absolutely necessary to perform job duties.

7.2.7 Right to Remove Individuals: The City shall have the right at any time to require that the service provider remove from interaction with City any service provider representative who the City believes is detrimental to its working relationship with the service provider. The City shall provide the service provider with notice of its determination, and the reasons it requests the removal. If the City signifies that a potential security violation exists with respect to the request, the service provider shall immediately remove such individual. The service provider shall not assign the person to any aspect of the contract or future work orders without the City's consent.

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

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

7.4.1 disposal of major assets;

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

7.4.3 any significant termination or addition of provider contracts;

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

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

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

7.4.7 known or anticipated sale, merger, or acquisition;

7.4.8 known, planned or anticipated stock sales;

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

7.4.10 significant change in market share or product focus.

7.5 Right To Audit

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

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

7.5.3 Contract Audit: The service provider shall allow the City to audit conformance to the contract terms. The City may perform this audit or contract with a third party at its discretion and at the City's expense.

7.5.4 Access to Record Audit Tool: The City will have the ability to use the Record Audit tool within the Apricot system. This tool will provide administrative users the ability to view a history of records created, saved or modified by each user for all City files related to this contract.

Data Center Audit: The service provider will provide, on request, a copy of the latest independent SOC 1 (Type II) audit of its data centers performed at least annually by the data center provider.

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

7.7 Indemnity:

7.7.1 Definitions:

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

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

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

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

7.7.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING

HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

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

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

To the City:

City of Austin, Purchasing Office

ATTN: Elisa Folco, Contract Administrator

P O Box 1088

Austin, TX 78767

To the Contractor:

Community TechKnowledge

ATTN: Steve Allen, Contract Manager

9442 Capital of Texas Hwy North, Suite 200

Austin, TX 78759

7.9.1 Notification of Legal Requests: The service provider shall contact the City upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the City's data under this contract, or which in any way might reasonably require access to the data of the City. The service provider shall not respond to subpoenas, service of process and other legal requests related to the City without first notifying the City, unless prohibited by law from providing such notice.

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

- 7.11 **Advertising:** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
- 7.12 **No Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 7.13 **Gratuities:** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City 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.
- 7.14 **Prohibition Against Personal Interest in Contracts:** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 7.15 **Independent Contractor:** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 7.16 **Assignment-Delegation:** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 7.17 **Waiver:** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 7.18 **Modifications:** The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

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

7.20 **Dispute Resolution**

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

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

7.21 **SUBCONTRACTORS**

7.21.1 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.

7.21.2 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:

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

7.21.2.2 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;

7.21.2.3 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;

7.21.2.4 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

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

7.21.3 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.

7.21.4 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.

7.22 **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.

7.23 **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.

7.24 **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.

7.25 **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.

7.26 **Non-Solicitation:**

7.26.1 During the term of the contract, and for a period of six (6) months following termination of the contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.

7.26.2 In the event that a breach of this paragraph occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.

7.26.3 During the term of the contract, and for a period of six (6) months following termination of the contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a contract with the City unless the City first obtains the Contractor's.

7.26.4 In the event that a breach of this) occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor

7.27 **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.

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

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

7.29.1 any exceptions to the Offer accepted in writing by the City;

7.29.2 the Supplemental Purchase Terms and Conditions;

7.29.3 the Standard Purchase Terms and Conditions;

7.29.4 the Offer and exhibits; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.

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

COMMUNITY TECHNOLOGY

By: [Signature]
Signature

Name: Kathryn Engelhardt-Cronk
Printed Name

Title: CEO

Date: 06/04/15

CITY OF AUSTIN

By: [Signature]
Signature

Name: Jane Neal
Printed Name

Title: Buyer I

Date: 6/9/15

List of Exhibits

Exhibit A	Community TechKnowledge Offer
Exhibit B	Software License and Support Agreement
Exhibit C	Non Discrimination Certification

Exhibit A
Community TechKnowledge Offer

Addendum B: PRICING, SERVICE PACKAGES AND A LA CARTE SERVICES

(all prices in US Dollars)

Organization Information:

Name of Organization: Austin-Travis County EMS

Number of Apricot instances: 2

Instance #1: Injury Prevention Program

Component	Notes	Cost
One-time Fees		
Activation/Implementation Fee	Activation of instance & program development/implementation	\$5,000.00
Data Import Tool	Feature activation	\$495.00
Registration Module	Feature activation	\$495.00
Conditional Form Logic	Feature activation	\$495.00
4 hours Report Consultation	Specialized consultation on organization's reporting needs (provided remotely)	\$800.00
2 hours Smart Form Development	Development of conditional logic rules within forms	\$400.00
2 hours Import Consultation	Consultation on data import & migration	\$400.00
2 hours Outcomes Consultation	Consultation on outcomes tracking & reporting	\$400.00
Total One-time Fees		\$8,485.00
Re-occurring Fees		
Annual Service Fee	Support for 20 users (includes 2 administrators)	\$4,200.00
Total Package Amount		\$12,685.00

Implementation Services/Deliverables:

- Initial Discovery
 - 1 two-hour Initial Discovery Consultation
 - Deliverables:
 - 1 Data Collection Framework Blueprint
 - 1 Implementation timeline
- System Framework Build-out
 - 5 form builds by CTK
 - 1 round of form changes
 - Quality Assurance check by CTK Implementation Team
 - 1 hour Framework Build-out Review Consultation
 - 1 hour Cross-Agency Consultation
- System Finalization Clean-Up

- o Deletion of inactive forms, fields, sections, records, and reports

Included Service Package – Standard:

- 5 customer support emails per month (non-transferable by month)
- Unlimited access to weekly, free group webinar trainings on all aspects of the Apricot system
- Unlimited access to resources including the Apricot Help Center and CTK Global Neighborhood

Instance #2: Community Health Program:

Component	Notes	Cost
One-time Fees		
Activation/Implementation Fee	Activation of instance & program development/implementation	\$5,000.00
Data Import Tool	Feature activation	\$495.00
Registration Module	Feature activation	\$495.00
Conditional Form Logic	Feature activation	\$495.00
4 hours Report Consultation	Specialized consultation on organization's reporting needs (provided remotely)	\$800.00
2 hours Smart Form Development	Development of conditional logic rules within forms	\$400.00
2 hours Import Consultation	Consultation on data import & migration	\$400.00
2 hours Outcomes Consultation	Consultation on outcomes tracking & reporting	\$400.00
Total One-time Fees		\$8,485.00
Re-occurring Fees		
Annual Service Fee	Support for 20 users (includes 2 administrators)	\$4,200.00
Total Package Amount		\$12,685.00

Implementation Services/Deliverables:

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 - o 1 two-hour Initial Discovery Consultation
 - o Deliverables:
 - 1 Data Collection Framework Blueprint
 - 1 Implementation timeline
- System Framework Build-out
 - o 5 form builds by CTK
 - o 1 round of form changes
 - o Quality Assurance check by CTK Implementation Team
 - o 1 hour Framework Build-out Review Consultation
 - o 1 hour Cross-Agency Consultation
- System Finalization Clean-Up
 - o Deletion of inactive forms, fields, sections, records, and reports

Included Service Package – Standard:

- 5 customer support emails per month (non-transferable by month)
- Unlimited access to weekly, free group webinar trainings on all aspects of the Apricot system
- Unlimited access to resources including the Apricot Help Center and CTK Global Neighborhood

Total – Year 1 (Due at execution of contract):	\$25,370.00
Total – Annually (starting Year 2):	\$8,400.00

Standard Service Package (Included for 1-20 Users)

- Five customer support emails per month (non-transferable by month)
- Unlimited access to weekly, free group webinar trainings on all aspects of the Apricot system
- Unlimited access to resources including the Apricot Help Center and CTK Global Neighborhood

Silver Service Package: \$100/month (Included for 21-50 Users)

- Six customer support emails per month (non-transferable by month)
- One monthly one-on-one pre-scheduled Phone Consultation Hour (non-transferable by month, must be used in minimum 30-minute increments)
- Unlimited access to weekly, free group webinar trainings on all aspects of the Apricot system
- Unlimited access to resources including the Apricot Help Center and CTK Global Neighborhood

Gold Service Package: \$200/month (Included for 51-100 Users)

- Seven customer support emails per month (non-transferable by month)
- Two monthly one-on-one pre-scheduled Phone Consultation Hours (non-transferable by month, must be used in minimum 30-minute increments)
- 1 Additional Agency Administrator
- Unlimited access to weekly, free group webinar trainings on all aspects of the Apricot system
- Unlimited access to resources including the Apricot Help Center and CTK Global Neighborhood

Platinum Service Package: \$300/month (Included for 101+ Users)

- Eight customer support emails per month (non-transferable by month)
- Three monthly ongoing one-on-one pre-scheduled Phone Consultation Hours (non-transferable by month, must be used in minimum 30-minute increments)
- One Quarterly Personalized Staff Training on your Apricot database
- 2 Additional Agency Administrators
- Unlimited access to weekly, free group webinar trainings on all aspects of the Apricot system
- Unlimited access to resources including the Apricot Help Center and CTK Global Neighborhood

Note – All Service packages that are purchased a la carte must be purchased for a minimum of 6 months.

REGULAR A LA CARTE SERVICES

- Form Builds: \$200/5 forms
- Additional Program Implementation: \$1,900. Per Program
- One-on-one Consultation: \$250/hour, \$200/hour for purchase of 10 or more hours
Topics can include advanced permissions consult, report design, form design, process improvement, data migration consult, program implementation consult, staff training
- One-time Database Clean-up: \$250
- Additional Agency Administrator Assignment: \$50
- Increase to 50GB of Database Storage: add \$50/month
- 2-Day On-Site Training and Consultation: \$6,000.
- 8-hour remote On-Site Training and Consultation: \$2,500.
- ODBC Connection: \$250.00 set-up, \$50.00 per month ongoing fee

FEATURE ACTIVATION

- Import Tool \$495
- Calendar Integration Tool \$395
- Registration Module \$495
Multi-day registration/participation tracking tool
- Dynamic Field Query Tool \$395

- *Dropdowns/Checkboxes*
SQL Report Section Tool \$395
MySQL query writing tool embedded in Apricot Report Design Tool
- Custom Expressions Tool \$395
Ad hoc MySQL formula fields in reports
- Form Logic Tool \$495
Conditionally show and/or require fields based on data entered into any number of fields on the current form
- Advanced Record Audit-Track views \$25 per month or \$300 per year added to ongoing service fee
Track each View and Print Preview associated with all Apricot records

SPECIALIZED A LA CARTE SERVICES AND CONSULTATION

Bid Required for:

- Report Build (Build Reports for Customer) \$250 per hour
- Dynamic Field/Drop-down build: \$250 per hour
Field choices based on information stored in existing record entries
- Data Migration and/or Data Clean-up: \$250 per hour

No Bid Required for:

- Customized User Account Email notifications: \$250 (1 hour)
Customized User account activation/modification email messages
- Password Restriction: \$250 (1 hour)
Specialized password format requirements for user accounts
- Complex Report Consultation: \$250 per hour
- Custom Expressions Consultation: \$250 per hour
- SQL Report Section Consultation: \$250 per hour

ALL PRICING FOR SERVICE PACKAGES AND A LA CARTE SERVICES ARE SUBJECT TO CHANGE.

Exhibit B
Software License and Support Agreement



LIMITED SOFTWARE LICENSE AGREEMENT

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CAREFULLY READ THE FOLLOWING LICENSE AGREEMENT. YOU ACCEPT AND AGREE TO BE BOUND BY THIS LICENSE AGREEMENT BY SIGNING WHERE INDICATED. IF THIS AGREEMENT IS NOT SIGNED, YOUR ORDER WILL BE CANCELED, THE SOFTWARE WILL NOT BE ACTIVATED, AND YOU WILL NOT BE CHARGED.

NOTICE: YOU ARE NOT AUTHORIZED TO ACCESS OR USE THE APRICOT APPLICATION OR ANY OTHER CTK SOFTWARE APPLICATIONS, ON OR OFF LINE, UNLESS YOU FIRST READ AND AGREE TO THESE LIMITED-USE SOFTWARE LICENSE TERMS.

APRICOT APPLICATION LIMITED USE SOFTWARE LICENSE TERMS

I. DEFINITIONS

- a. "You" means the person or company who is being licensed to use the Software or Documentation. "We," "us" and "our" means CTK (Community TechKnowledge, Inc.)
- b. "Organization" refers to You, the APRICOT Licensee entitled to utilize the APRICOT ASP Service by virtue of having entered into this SOFTWARE LICENSE AGREEMENT. All requested contract information must be furnished to CTK and this Software License Agreement accepted by an individual authorized by Organization to bind Organization to this agreement.
- c. "Apricot Application" refers to the software developed by CTK for Licensees to manage information collection and reporting and includes the Apricot Form Design Tool, Apricot Report Design Tool and other components. Any reference to the Apricot Application, Apricot Form Design Tool or Apricot Report Design Tool includes Version 1.0, together with all updates, modifications, enhancements, customizations and new versions or releases thereof as well as all documentation and other materials provided to Licensees.
- d. "Licensee Apricot Application" refers to a separate iteration of parts of the Apricot Application customized for use by a Licensee.
- e. "Apricot Form Design Tool" refers to the software developed by CTK for Licensees to create and modify data collection forms and data elements within a Licensee Apricot Application.
- f. "Apricot Report Design Tool" refers to the software developed by CTK for Licensees to create and modify data collection forms and data elements within a Licensee Apricot Application.
- g. "Organization Apricot Application" refers to the Licensee Apricot Application customized for use by Organization.
- h. "Host Server" refers to the server(s) on which CTK hosts, operates and maintains the Apricot Application as part of the service provided by CTK to Organization under this Agreement.

- i. "ASP Service" refers to the Host Server and all related software, hardware, and commercially reasonable connectivity between the Host Server and the Internet by which CTK provides access to the Apricot Application for Organization.
- j. "Licensee" refers to an organization to which CTK provides a license for use of the Apricot Application and access to the ASP Service.
- k. "Organization Data" means all data entered into the Organization Apricot Application or provided to CTK by Organization in connection with use of the ASP Service.
- l. "Authorized Users" means the directors, officers, and employees designated by Organization as users of the Organization Apricot Application and the ASP Service.
- m. "Administrative User" means an Authorized User who has completed all required training in the use of the Apricot Application, Apricot Form Design Tool and Apricot Report Design Tool and all related tools and features and is designated by Organization to use the Apricot Form Design Tool and Apricot Report Design Tool in the Organization Apricot Application. Because the improper use of the Apricot Form Design Tool and Apricot Report Design Tool can result in the loss of Organization Data, Organization takes full responsibility for any data loss that might result from actions of any Administrative User.

II. CONDITIONS AND ACCEPTANCE

This document contains the Community TechKnowledge, Inc. ("CTK") Limited Use Software License Agreement that governs Organization's rights to use this software product.

GRANT AND LIMITATIONS OF LICENSE. Subject to the terms and conditions of this Agreement, CTK hereby grants You, and You accept, a limited, nonexclusive and non-transferable license to use the Apricot Application and other CTK software applications, computer program(s), user manual(s), and any related materials (collectively referred to as the "Software"). This license may not be transferred or sublicensed, either temporarily or permanently, without the prior written consent of CTK. The Software is solely for Your internal use and You agree to not use the Software for any other purpose.

III. RIGHTS AND DUTIES

The Software is solely owned by CTK and/or its suppliers and is protected by United States copyright laws, international treaty provisions and all other applicable laws. By entering into this Agreement, You do not become the owner of the Software or any part thereof, but You do have the right to use the Software in accordance with the terms and conditions of this Agreement. You agree to use best efforts and take all reasonable steps to protect the Software from unauthorized use, illegal reproduction, or illicit distribution. You agree that no other copies of the Software will be made and You agree that You will maintain and reproduce all copyright and other proprietary notices on all copies in the same form and manner that such copyright and other proprietary notices are included on the Software.

IV. LIMITED WARRANTY/INDEMNIFICATION

CTK warrants that during the Warranty Period (as defined herein) the Software will substantially perform to its published specifications under normal use. The "Warranty Period" means a period beginning on the date of Organization's acceptance of this Agreement and ending on Your termination of use of the Software or the termination of this Agreement, whichever occurs first. These warranties extend only to You as the original licensee. Your sole and exclusive remedy and the entire liability of CTK, its suppliers, and resellers under these warranties shall be, upon notification of a request for warranty service in writing to CTK, replacement of the Software and/or appropriate Software patches and/or temporary workarounds.

Except as expressly warranted in this Agreement, the Software is provided "AS IS". CTK does not warrant that the Software is error free but only that You will be able to operate the Software without a reasonable amount of problems or interruptions, or that the Software is not susceptible to intrusion, attacks or computer virus infection.

The above limited Warranties do not apply if the Software has been altered (except by CTK) or has not been installed, operated, repaired or maintained in accordance with any applicable instructions from CTK.

CTK shall indemnify, defend and hold harmless you, and your officers, directors, trustees, employees and agents (collectively, the "Indemnities"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including without limitation reasonable attorneys' fees)(collectively, "Damages"), suffered directly or indirectly by any of the Indemnities by reason of, or arising out of any claim alleging that CTK's Software, related materials, or any part thereof infringes any U.S. patent, copyright, trademark, trade secret or other intellectual property interest of any third party. In the event that the Software, related materials, or any portion thereof, is or becomes the subject of an infringement suit, CTK, in addition to its indemnification obligations set forth above, will, at its option and expense: (i) procure for you the right to continue using the Software as contemplated by this Agreement; (ii) modify the Software so it becomes non-infringing but continues to provide materially equivalent functionality; (iii) replace the Software with software that is materially equivalent in functionality; or (iv) if, after CTK's commercially reasonable efforts, none of the remedies set forth above is reasonably available to CTK, terminate this Agreement, in its entirety or with respect to the affected part or feature of the Software, effective immediately on written notice to you, in which event CTK shall promptly refund to you, on a pro rata basis, the share of any license fees prepaid by you for the remaining term of this Agreement following the date of such termination.

SOLE REMEDY. THIS SECTION SETS FORTH YOUR SOLE REMEDY AND CTK'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SOFTWARE AND DOCUMENTATION) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

EXCEPT FOR THE LIMITED WARRANTY DESCRIBED IN THIS SECTION AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, CTK MAKES NO OTHER WARRANTIES, EXPRESS,

IMPLIED, OR STATUTORY, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD TITLE, OR INFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD (BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OF CERTAIN IMPLIED WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU).

V. LIMITED LIABILITY

Organization agrees that regardless of the form of any claim You may have, CTK's liability for any damages to You or to any other party shall not exceed the fees paid for this license. CTK WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, LOSS OF PROFITS RESULTING FROM THE USE OF THE SOFTWARE OR ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR THE LIMITED WARRANTY, EVEN IF CTK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ORGANIZATION. ORGANIZATION MAY ALSO HAVE OTHER RIGHTS, WHICH VARY, FROM STATE TO STATE.

Use of Apricot is conditioned on Your understanding that Your data can be deleted or lost due to user error. CTK cannot guarantee the restoration of data lost through user error.

VI. THINGS YOU MAY NOT DO

The Software and Documentation are protected by United States copyright laws and international treaties. You must treat the Software and Documentation like any other copyrighted material—for example, a book. You may not (whether directly or indirectly) cause, permit or license anyone else to do any of the following:

- 1. Copy the Documentation;**
- 2. Copy the Software except to make archival or backup copies as provided above;**
- 3. Modify, recompile, decompile, decrypt, disassemble, translate, reverse engineer or adapt the Software or merge it into another program, in whole or in part;**
- 4. Make any attempt to discover the source code of the Software;**
- 5. Place the Software onto a server so that it is accessible via a public network such as the Internet; or**
- 6. Sublicense, rent, lease or lend any portion of the Software or its Documentation.**

VII. TERM AND TERMINATION

See Section 4. Term and Termination, of Contract. ~~ation of the Organization Apricot Application and by CTK of your intent to terminate access to Apricot, at any time and with no cause, if in writing and with ninety (90) days notice as required in this Agreement. You agree on termination of this license to cease use of the Software and any Documentation.~~

~~You also agree to pay the licensing fee during the ninety (90) days until service is terminated. In addition, You agree that any outstanding fees due and payable to CTK will be paid in full at the time of written notification of intent to terminate by You and failure to remit all such payments due may result in restriction of access to Your data until such time as all past due balances are paid in full.~~

~~Termination for Breach: Either party may terminate this Agreement if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice from the non-breaching party specifying the nature of the breach.~~

VIII. DATA PRIVACY AND CONFIDENTIALITY

The Software contains trade secrets and proprietary information and processes that belong to us and it is being made available to you in strict confidence. ANY USE OR DISCLOSURE OF THE SOFTWARE, OR OF ITS ALGORITHMS, PROTOCOLS OR INTERFACES, OTHER THAN IN STRICT ACCORDANCE WITH THIS LICENSE AGREEMENT, MAY BE ACTIONABLE AS A VIOLATION OF OUR TRADE SECRET RIGHTS.

You also understand that CTK staff must, from time to time, access the Organization Apricot Application for the purpose of upgrading functions, addressing Organization Tech Support requests, or other system maintenance. Access to the Organization Apricot Application is limited to CTK employees whose access is required for these purposes.

All CTK staff sign confidentiality agreements for the protection of sensitive data governed by HIPAA, the UK Data Protection Act of 1998, or other regulatory authorities. CTK complies with the requirements for Data Processors set forth by the UK Data Protection Act of 1998 and is a participant in the U.S. Department of Commerce Safe Harbor. You retain ownership of all Your Organization Data.

IX. YOUR ACCESS TO APRICOT AND ASP SERVICE

By entering this Agreement and paying the required fees, You receive the following:

- a. Organization Apricot Application for customization, data and attached files storage (up to 5GB for under 100 users, up to 10GB for 100 users and above) and reporting.
- b. One license to use the Organization Apricot Application and ASP Service while this Agreement remains in effect, with the number of Users defined, at purchase, with the proviso that this number – according to the payment schedule contained herein, may be modified from time to time by You.
- c. Remote Webinar-based Administrative User training and administrator email technical support slots after purchase.
- d. Personal or email based tech support shall be available based upon the Service Package as defined at purchase, according to the payment schedule contained herein, with the proviso that this package or combination of packages may be modified from time to time by You.
- e. Tech support requests, submitted via either email or telephone, will be responded to within one business day (Additional email tech support, training and personal tech support calls, as well as other ala carte services can be purchased as part of the Organization Apricot Service Plans).
- f. Unlimited access to step-by-step online training tools, including videos and other interactive training modules.
- g. Secure data storage and transfer, disaster recovery, remote storage and back up to support compliance with all HIPAA and Safe Harbor data protection requirements.
- h. 24/7 system administration and hosting; continuous back-ups; guaranteed 99% uptime; secure SSL data transfer; secure password restricted access to the Organization Apricot Application via Internet connection (cable, DSL, or other broadband connection).
- i. Organization Apricot Application access for Authorized Users (restricted to number of Authorized Users and Administrative Users included in Organization's Apricot fee plan).
- j. In the event that CTK or its successor ceases to do business or otherwise terminates operation, support and hosting for the Organization Apricot, Organization shall be entitled to operate the Organization Apricot for 12 months after CTK ceases to do business or otherwise terminates operations, if the Organization continues to pay the monthly maintenance fees associated with Apricot access, under a limited license on a server host of its choice. This License shall be limited to the right to operate the Apricot for Organization's use only and shall be subject to the Apricot LIMITED USE SOFTWARE LICENSE TERMS of this Agreement.

X. IMPLEMENTATION

- A. Your Administrative User is required to perform the following tasks for the Organization Apricot Application:

1. Provide Apricot Implementation team with initial form build data set definitions for form builds.
 2. After the initial build, configure data forms and fields with the Apricot Form Design Tool.
 3. Assign user names and passwords for Authorized Users.
 4. Attend required Administrator trainings; train Authorized Users for use of the Organization Apricot Application data entry forms and fields.
 5. Configure additional reports for the Organization Apricot Application using the Apricot Report Design Tool.
 6. Manage the Organization's account to keep all information correct and updated.
- B. CTK will provide the following support for the Organization Apricot Application implementation:
1. Unlimited access to weekly implementation support study groups, step-by-step online training tools, including videos and other interactive training modules.
 2. Implementation of the number of Program Implementations purchased with the following Services and Deliverables for each program:
 - a. One 2-hour Initial Discovery Consultation, with deliverables of one Data Collection Framework Blueprint and one Implementation timeline
 - b. System Framework Buildout consisting of 5 form builds, one round of form changes, a Quality Assurance check by CTK Implementation Team, 1 hour Framework Buildout Review Consultation, and 1 hour Cross-Agency Consultation
 - c. System Finalization Clean-up, consisting of deletion of inactive forms, fields, sections, records, and reports
- C. If You choose to enlist a paid or voluntary third-party consultant to assist with your implementation, an appointed agency administrator must be copied on all correspondence and implementation timeline status notifications. It is also required that the agency administrator participates in a final review call before forms are published. If the third-party consultant provides specifications regarding any component of database design that You wish CTK to modify, additional charges may apply.
- D. If the time period from the date of first implementation contact by CTK until the go live date exceeds 90 days, and the delay was not pre-requested by You (accompanied by the phased implementation fee) or pre-planned in a scope of work, CTK reserves the right to charge a \$750.00 delayed implementation fee.

XI. APRICOT FORM DESIGN TOOL

Use of the Apricot Form Design Tool is expressly conditioned upon You assuming the risk of loss or alteration of features, forms, data and reports resulting from use of the Apricot Form Design Tool including, but not limited to:

- a. The removal of data entry forms and data fields within the Organization Apricot Application, removing access to data previously entered in such forms or fields.
- b. The modification of the data types of data fields, impairing the quality of data previously entered in such fields.
- c. You also understand that changes made with the Apricot Form Design Tool may adversely affect existing reports and shall not give rise to any claim against CTK.
- d. Use of the Apricot Form Design Tool should be limited to a restricted number of administrative users. If Organization is uncertain about the impact of any planned use of the Apricot Form Design Tool, CTK recommends that Organization contact Apricot tech support before implementing changes.
- e. You also understand that Your data can be deleted or lost due to user error. CTK does not guarantee the restoration of data lost through user error.

XII. STANDARD FEES AND BILLING POLICIES

- a. As part of the signup procedures, Organization has selected from a menu of services, resulting in the election of an annual or monthly payment amount for the Organization Apricot Fee Plan.
- b. Organization must contact CTK to modify the Organization Apricot Fee Plan. All modifications will be implemented as of the calendar month following the month in which the modification is elected.
- c. If monthly payment is selected, Organization authorizes CTK to automatically charge Organization's credit card or other automated billing procedure for ongoing monthly fees, in accordance with the Organization Apricot Fee Plan.
- d. Organization agrees to provide updated credit card information to CTK or other relevant billing information when requested in order to facilitate billing in a timely manner.
- e. In the event that an automated credit card charge or other automated billing procedure fails, Organization agrees to provide updated credit card or other automated billing information and authorization for all previously failed charges and for ongoing charges for the Organization Apricot Fee Plan.

- f. See Section 3.3.2 Payment, of Contract. ~~in certain circumstances, to initiate collections.~~
- g. Activation fees are non-refundable, unless the organization can prove that the purchase was made under fraudulent circumstances. The unused portion of any annual service fee paid in advance is refundable upon cancellation of Apricot service, less a 30% administrative fee.
- h. The menu of services and monthly or other charges reflected and selected by You is hereby incorporated and made a part of this agreement by reference.

XIII. RESTRICTIONS AND LIMITATIONS

- a. Although the Apricot Application permits You to customize its database, the Apricot Application is not custom-written software, which would typically cost many times more than the cost of the Apricot Application. All forms, data elements, features and reports for the Organization Apricot Application will be limited to specifications that can be implemented through the Apricot Form Design Tool and Apricot Report Design Tool.
- b. Data, data entry fields, Apricot Application information and operations, instructional materials, consultation and technical support will be provided in English.
- c. The Apricot Application is a web-based data management application with specific properties and capabilities as defined by current Internet and browser technologies. As a result, the Organization Apricot Application will NOT appear or operate exactly like an Access, FileMaker Pro, or other database system.
- d. The Apricot Application requires You to have Internet connectivity and utilize the latest version of freeware Mozilla Firefox or Google Chrome. No other software is required for APRICOT operation.

XIV. RESTRICTED RIGHTS

The Software is provided with Restricted Rights. Use, duplication or disclosure by the Government is subject to the restrictions set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software Clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights 48 CFR 52.227-19, as appropriate.

XV. EXPORT

Organization hereby acknowledges that the Software may be subject to export controls under the laws and regulations of the United States, including, but not limited to, the Export Administration

Regulations, 15 C.F.R. Parts 730-774. Organization agrees to comply with all applicable United States export control laws and regulations pertaining to the Software.


XVI. GENERAL PROVISIONS

- a. See Section's 7.22 Jurisdiction and Venue and 7.20 Dispute Resolution, of Contract ~~without giving effect to principles of conflict of law. Any dispute arising out of or in any way related to the existence or performance of this Agreement shall be resolved by binding arbitration in Austin, Texas pursuant to the arbitration rules of JAMS, or if arbitration by JAMS is not available, then under the arbitration rules of the American Arbitration Association. If Organization is domiciled outside the United States of America, any dispute arising out of or in any way related to the existence or performance of this Agreement shall be resolved by binding arbitration in Austin, Texas U.S.A. according to the rules of the International Chamber of Commerce for international commercial arbitration in effect at the time of the arbitration proceedings.~~
- b. Notwithstanding the foregoing, in addition to the arbitration remedy described, CTK may seek injunctive relief in any court of competent jurisdiction for the protection of any intellectual property rights or trade secrets, and the invocation of judicial injunction proceedings by CTK shall not waive or otherwise impair CTK's right to enforce this arbitration clause. In the event of litigation or arbitration between You and CTK concerning the software and or its documentation as well as this Agreement, the prevailing party in the litigation or arbitration will be entitled to recover reasonable attorney fees and expenses from the other party.
- c. Any terms or conditions of the Agreement found to be unenforceable, illegal, or contrary to public policy in any jurisdiction will be deleted, but will not affect the remaining terms and conditions of this Agreement which shall remain in full force and effect. CTK hereby specifically disclaims the UN Convention of Contracts for the International Sale of Goods.
- d. Organization agrees that CTK must be able to contact You by email, phone or other means of communication. You agree to accept these communications and further agree to not block or opt out of any CTK electronic communications.
- e. This Agreement constitutes the entire agreement between Organization and CTK with respect to the Software distributed pursuant to this Agreement. This Agreement supersedes any other agreement between Organization and CTK with respect to the Software, but does not otherwise modify or cancel any other agreement between Organization and CTK.

For additional information regarding Apricot's Service's and other additional Product Information, see Addendum A to this Limited Software License Agreement.

ORGANIZATION HAS READ THE LIMITED USE SOFTWARE LICENSE AGREEMENT, HAS READ THE TERMS AND CONDITIONS, AND UNDERSTANDS AND AGREES TO ITS TERMS AND CONDITIONS. CTK and ORGANIZATION hereby acknowledge that the above Agreement constitutes the complete understanding of the parties regarding the description, functions and costs involved in purchasing a group user license for CTK Apricot.

This agreement begins on the date signed by Organization's authorized representative and continues until termination of service, as described above.

 0-4-15

Community TechKnowledge, Inc. Date
By: Kathryn Engelhardt-Cronk
Title: CEO

X _____ Date
ORGANIZATION
By: _____
Title: _____

ADDENDUM A: ASP SERVICES

APRICOT provides an array of services, and access to the state of the art hardware, software, set up assistance, initial training, technical support, legal and security, and 24/7 system admin services to APRICOT customers; all significant value-adds in product support and service:

24/7 Application Hosting Facilities:

- * Redundant Power
- * Redundant Internet tier up-links
- * Climate Control
- * Fire suppression
- * Physical security and monitoring

Application Processing:

- * Application server hardware at hosting site that is easily scaled to meet requirements
- * Redundant, managed, networking infrastructure at hosting site, scaled to meet requirements
- * Ongoing optimization of server architecture and software application features.
- * Associated software and licenses.
- * Systems installation and maintenance (Including server hardware, operating systems, and APRICOT applications).
- * Research and development of production system architecture

24/7 Application Data Access & Transfer:

- * 100Mbit burstable, redundant, Tiered Internet Connection
- * Purchase and maintenance of all internet domain names
- * Redundant, load-balanced, mirrored DNS server hardware
- * Maintenance of public DNS records, accounts, and information

Application Data Storage:

- * Redundant raid data storage arrays
- * Billing, administrative, and management efforts associated with maintenance of data storage systems

HIPAA-Compliant Application Data Backup:

- * 24/7 logistical record of all changes to application data maintained locally and replicated immediately via encrypted channels to remote servers in both North America and Europe
- * Twice daily via encrypted channels, of the customer-uploaded files to remote servers in North America
- * Twice daily automated snapshots of each Application instance taken for archival purposes and retained for a period of no less than 1 month
- * Profiles of mission critical server architecture stored offsite for disaster recovery and restoration
- * All associated bandwidth costs
- * Backup infrastructure hardware and associated software licenses
- * Administrative efforts associated with design, monitoring and maintenance of backup systems and data

HIPAA-Compliant Application Data Security:

- * Strong cipher SSL certificates issued by trusted authority DigiCert Inc
- * Regular software upgrades and operating system upgrades
- * Network protection systems (firewalls, routers, active attack auditors, intrusion detection systems)
- * **Security guarantee related E&O insurance - \$1 ml per customer incident**
- * Development and maintenance of additional application and data security measures, systems, protocols and policies for HIPAA, Safe Harbor, UK Data Security Act of 1998 legal consultation, research, staff time, admin and G&A associated costs, training

Application Systems Development and Support

Internal Processing:

- * Separate server systems (including hardware, installation, and maintenance) for software development, deployment testing, advanced research, and data backup
- * Software development environment (including source code control, project managements systems and deployment tools)
- * Software testing environment (including replication of live system environment)
- * Advanced research environment (including experimental software and hardware)
- * Supportive computer system hardware (including logging and monitoring subsystems, data storage arrays, kvm hardware, and desktop computers)
- * Internal networking infrastructure (including firewalls, routers, and switches for multiple separate subnets)
- * Associated software and licenses
- * Administrative efforts associated with maintenance of internal systems

Internal Transfer:

- * Multiple dedicated T1's and other internal connectivity (including gigabit infrastructure for backup system components)

Internal Storage:

- * Multiple Internal file storage servers and raid storage arrays

Internal Backup:

- * Full daily backup of user documents and associated server configuration information
- * Backup of numerous and varied key components and systems necessary for the continued operation of APRICOT's support, development, and administrative staff

Internal Security:

- * Maintenance of multiple segregated internal subnets for security purposes
- * Network protection systems (including firewalls, routers, anti-virus, spyware protection)
- * Download and installation of all security patches and updates for desktop operating systems and associated software
- * Development and maintenance of additional internal security measures, systems, protocols and policies for HIPAA, Safe Harbor, UK Data Security Act of 1998 legal consultation, research, staff time, admin and G&A associated

costs, training

24/7 Systems Administration:

- * Dedicated server and subnet for 24/7 monitoring of production environment including Alert notification software
- * Research, development, documentation and administration associated with all of the above mentioned services in the document
- * Development and enforcement of all IT policies and procedures.
- * Development and implementation of APRICOT disaster recovery plan
- * Maintenance and administration of all software and hardware not explicitly mentioned previously (including printers, fax machines, phone systems, etc.).
- * Associated management and supervision

Technical Product Development:

- * Initial and ongoing research and upgrade/development costs for all APRICOT code, products, tools, work flow, algorithms
- * Customer systems access infrastructure
 - Secure Socket Layer Encryption
- * Ongoing Development
 - Feature Development and associated administration/consultation.
 - Cross-browser compatibility initiatives.
 - Accessibility Tools compatibility initiatives as dictated by Federal Law

Security:

- * APRICOT hosting networks are secured by load-balanced, redundant Cisco appliances
- * Network traffic is further controlled and monitored by independent software-based firewalls on APRICOT's Linux cluster

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:

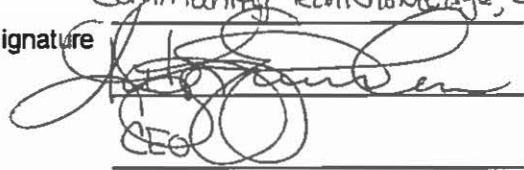
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration 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 4th day of June, 2015

CONTRACTOR

Authorized Signature

Title

Community TechKnowledge, Inc.

CEO



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 02/13/2015

DEPT: Emergency Medical Services

TO: Purchasing Officer or Designee

FROM: *James Shamard*

BUYER: Communications & Technology

PHONE: *512-972-7200*

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 for Austin Energy.

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)
 - ☐ 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
 - ☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents
 - ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
 - ☐ a procurement for personal, professional, or planning services
 - ☐ a procurement for work that is performed and paid for by the day as the work progresses
 - ☐ a purchase of land or right-of-way
 - ☒ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for equipment; books, papers, and other library 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
 - ☐ a purchase of rare books, papers, and other library materials for a public library
 - ☐ 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
 - ☐ 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.

Apricot is a customized SAAS program to be used by the Office of the Medical Director, Austin Travis County EMS Community Health and Central Health to manage patient cases. The Apricot software is a propriety system, created and owned exclusively by Community TechKnowledge, Inc.(CTK), a locally based firm.

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

Because of the software customization to the City's specific needs, the proprietary system used, cost comparison may not be possible unless all facets of the systems, software, services and capabilities of equal systems can be completed in a cost effective and timely manner. However, the per user licensing of \$17.50 per month is reasonable based on the efficiency and effectiveness of patient case management gained for city three departments, utilizing this SAAS case management system.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Community TechKnowledge (CTK) for two years which will cost approximately \$ 33,770.00 (Provide estimate and/or breakdown of cost).

Recommended
Certification

Originator

2-26-15
Date

Approved
Certification

Department Director or designee

2/26/15
Date

Assistant City Manager / General Manager Date
or designee (if applicable)

Purchasing Review
(if applicable)

Buyer

Date

5/19/15
Manager Initials

Exemption Authorized
(if applicable)

Purchasing Officer or designee

Date

02/26/2013

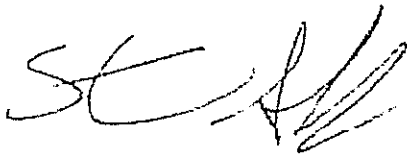
To whom it may concern,

My name is Steve Allen, and I am a Senior Mission Consultant with Community TechKnowledge (CTK), located in Austin, TX. Below are points of justification to grant CTK a sole source in regards to this opportunity.

- CTK's software product, Apricot, is a fully customized solution. Austin/Travis County EMS will work directly with CTK staff to design and implement a data and outcomes management system tailored to EMS's specific needs. This implementation process also includes training on this custom-built system.
- Apricot is a fully propriety system, created and owned exclusively by CTK. This includes form and report design tools that utilize a propriety drag-and-drop interface that will allow Austin/Travis County EMS to independently modify fields, forms, reports, and dashboards, insuring that the system will support any changes to the evaluation and data collection model at no additional costs. As a result of the flexibility of the design component, Austin/Travis County EMS will have the ability to incorporate data associated with additional programs, services, and departments as they see fit. Finally, training on this propriety technology is included, so Austin/Travis County EMS will not be required to allocate IT staff resources to the initial development or ongoing maintenance of their Apricot system.
- Based in Austin, CTK has experience working with 24 Austin-based nonprofit organizations, including the City of Austin Health & Human Service Department, the United Way of Greater Austin, and Texas Gear Up.
- Should Austin/Travis County choose to attend any advanced training events, travel costs will be minimal, as CTK is based in Austin.
- CTK's data hosting facility is Data Foundry, an SSAE 16 Type II certified facility located in Austin, TX. CTK manages all aspects of server infrastructure, redundant back-ups, and disaster recovery.

If any questions arise, please contact me at sallen@communitytech.net or 512-345-9090 x104.

Sincerely,



Steve Allen
Senior Mission Consultant | Community TechKnowledge, Inc.