



Amendment No. 4
to
Contract No. NS160000009
for
Proprietary Integration Services
between
SAAMA Technologies, Inc.
and the
City of Austin

- 1.0 The above referenced contract is hereby amended to change the invoice address to the following:

	City of Austin
Department	Aviation Department
Attn:	Account Payable
Address	3600 Presidential Blvd.
City, State, Zip Code	Austin, TX 78719

- 2.0 Effective date of this change is 11/13/2017.

	Action Amount	Total Contract Amount
Initial Term: 12/02/2015 – 12/01/2016	\$77,494.00	\$77,494.00
Amendment No. 1: Name Change 07/12/2016	\$0.00	\$77,494.00
Amendment No. 2: Option 1 – Extension 12/02/2016 – 12/01/2017	\$3,801.00	\$81,295.00
Amendment No. 3: Option 2 – Extension 12/02/2017 – 12/01/2018	\$3,839.00	\$85,134.00
Amendment No. 4: Change invoice address	\$0.00	\$85,134.00

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

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

Sign/Date: George Shemas 11/13/17

Sign/Date: _____

Printed Name: GEORGE SHEMAS
Authorized Representative

Sai Purcell
Procurement Specialist IV - IT Procurement
City of Austin
Purchasing Office

SAAMA Technologies, Inc.
900 East Hamilton Avenue, Suite 200
Campbell, California 95008
George.shemas@saama.com
(614) 652-6878



Amendment No. 3
to
Contract No. NS160000009
for
Proprietary Integration Services
between
SAAMA Technologies, Inc.
and the
City of Austin

- 1.0 The City hereby exercises the extension options for the above-referenced contract. Effective December 2, 2017 the term for the extension option will be December 2, 2017 through December 1, 2018 and there are two (2) options remaining.
- 2.0 The total contract amount is increased by \$3,839.00 for the current extension option period. The total contract authorization is recapped below:

	Action Amount	Total Contract Amount
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Amendment No. 1: Name Change 07/12/2016	\$0.00	\$77,494.00
Amendment No. 2: Option 1 – Extension 12/02/2016 – 12/01/2017	\$3,801.00	\$81,295.00
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- 5.0 All other terms and conditions remain the same.

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

Sign/Date: George Shemas 10/12/17

Printed Name: GEORGE SHEMA
Authorized Representative

SAAMA Technologies, Inc.
900 East Hamilton Avenue, Suite 200
Campbell, California 95008
George.shemas@saama.com
(614) 652-6878

Sign/Date: Paula Barriffe 10/13/17

Paula Barriffe
Procurement Specialist I - IT Procurement
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
Sypherlink, Inc.
For
Proprietary Integration Services**

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

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

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

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

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

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be George Shemas, Phone: (614) 652-6878, Email Address: george.shemas@sypherlink.com. The City's Contract Manager for the engagement shall be Whitney Sklar, Phone: (512) 974-0792, Email Address: Whitney.Sklar@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

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

SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work, as described herein. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not to exceed \$77,494.00 for the initial term, \$3,801.00 for the first extension, \$3,839.00 for the second extension, \$3,878.00 for the third extension, and \$3,917.00 for the fourth extension, for a total estimated contract amount not to exceed \$92,929.00 comprising the software maintenance and support fees.

3.2 **Economic Price Adjustment.**

3.2.1 **Price Adjustments.** Prices shown in this Contract shall remain firm for the first 12 period of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and

the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

3.2.2 **Effective Date.** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

3.2.3 **Adjustments.** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

3.2.4 **Indexes.** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

3.2.4.1 The following definitions apply:

3.2.4.1.1 **Base Period:** Month and year of the original contracted price (the solicitation close date).

3.2.4.1.2 **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.

3.2.4.1.3 **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.

3.2.4.1.4 **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.

3.2.4.1.5 **Weight %:** The percent of the Base Price subject to adjustment based on the index change.

3.2.4.2 **Adjustment-Request Review.** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

3.2.4.2.1 Utilize final Compilation data instead of Preliminary data

3.2.4.2.2. If the referenced index is no longer available shift up to the next higher category index.

3.2.4.3 **Index Identification.** Complete table as they may apply.

Weight % or \$ of Base Price: 100	
Database Name: Producer Price Index Data	
Series ID: WPU34	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area:	
Description of Series ID: Software Publishing	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: ALL	

3.2.5 **Calculation.** Price adjustment will be calculated as follows:

3.2.5.1 **Single Index.** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Price
Equals the Adjusted Price

- 3.2.6 If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.

3.3 **Invoices.**

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

	City of Austin
Department	Communication Technology Management or (CTM)
Attn:	Accounts Payable
Address	PO Box 1088
City, State, Zip Code	Austin, TX 78767

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

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

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

3.4 **Payment.**

3.4.1 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.

3.4.2 **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.**

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

- 3.4.3.1 delivery of defective or non-conforming deliverables by the Contractor;
- 3.4.3.2 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;
- 3.4.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
- 3.4.3.4 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;
- 3.4.3.5 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;
- 3.4.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
- 3.4.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.4.4 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.

3.4.5 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.

3.5 **Retainage.** The City reserves the right to withhold a 10 percent (%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

3.6 **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.

3.7 **Reimbursable Expenses.** Expenses incurred directly in support of completing the work set forth in this Contract are reimbursable to the Contractor within the Contract amount.

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

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

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

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage

charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

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

3.8.1 The making and acceptance of final payment will constitute:

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

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

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall be in effect for an initial term of 12 months and may be extended thereafter for up to 4 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

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

SECTION 5. OTHER DELIVERABLES

5.1 **Insurance:** The following insurance requirements apply.

5.1.1 General Requirements.

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

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

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

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

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

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

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

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

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

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

differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

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

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

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

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

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

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

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

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

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

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

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

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

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily

injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

5.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

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

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

5.1.2.3.2 Waiver of Subrogation, Form WC420304, or equivalent coverage.

5.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC420601, or equivalent coverage.

or

Worker's Compensation and Employers' Liability Insurance. Waived (see waiver on file in the Purchasing Office)

5.1.2.4 **Professional Liability Insurance.** The Contractor shall provide coverage, at a minimum limit of ask Carol Vance \$ per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

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

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

5.2 **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 . Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

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

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

5.4 **Delays.**

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

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

5.5 **Ownership And Use Of Deliverables.** The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

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

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

5.5.3 **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and

all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this paragraph shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms herein.

5.6 **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.

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

SECTION 6. WARRANTIES

6.1 Warranty – Price.

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

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

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

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

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

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

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

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

SECTION 7. MISCELLANEOUS

7.1 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; and

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

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

7.3 Compliance with Health, Safety, and Environmental Regulations. The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City 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 City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the 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;

7.4.7 known or anticipated sale, merger, or acquisition;

7.4.8 known, planned or anticipated stock sales;

7.4.9 any litigation against the Contractor; or

7.4.10 significant change in market share or product focus.

7.5 Right To Audit.

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

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

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

7.7 Indemnity.

7.7.1 Definitions:

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

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

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

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

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

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

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

To the City:

City of Austin, Purchasing Office

ATTN: Gil Zilkha, Contract Administrator

P O Box 1088

Austin, TX 78767

To the Contractor:

Sypherlink, Inc.

ATTN: George Shemas, Contract Manager

6797 N. High Street, Suite 234

Worthington, OH 43085

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 with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

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

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

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

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

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

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

7.20 Dispute Resolution.

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

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

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

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

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

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

7.22 Subcontractors.

7.22.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as

provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

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

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

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

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

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

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

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

7.22.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

7.23 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.

7.24 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.

7.25 **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.

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

7.27 **Non-Suspension or Debarment Certification.** The City 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.

Sypherlink, Inc.

By: George Shemas
Signature

Name: GEORGE SHEMA
Printed Name

Title: VICE PRESIDENT

Date: 10/14/2015

CITY OF AUSTIN

By: ~~Gil Zilkha~~ Gil Zilkha
Signature

Name: Gil Zilkha
Printed Name

Title: Contract Administrator

Date: 10/29/15

List of Exhibits

Exhibit A	Pricing Agreement
Exhibit B	Non Discrimination Certification

**EXHIBIT A
Pricing Agreement**

Travis County SO CMS		*** This quote is valid until June 30, 2015 ***						
Software	MSRP	Texas Discount (20%)	Bundle Discount (15%)	Sub-Total	Support (18%)	Totals	Savings	
Harmonizer Base Module	\$15,000.00	\$3,000.00	\$1,800.00	\$10,200.00	\$1,836.00	\$12,036.00	\$5,664.00	
N-DEx XML Adapter	\$15,750.00	\$3,150.00	\$1,890.00	\$10,710.00	\$1,927.80	\$12,637.80	\$5,947.20	
Software Totals	\$30,750.00	\$6,150.00	\$3,690.00	\$20,910.00	\$3,763.80	\$24,673.80	#####	
Service and Deployment	Hours	MSRP Rate	MSRP Total	Texas Rate	Sub-Total	Bundle Discount (5%)	Total	Savings
Project Kickoff and Agency program Requirements	54	\$125.00	\$6,750.00	\$100.00	\$5,400.00	\$270.00	\$5,130.00	\$1,620.00
Travis County SO CMS Data Analysis and ETL Configuration	306	\$125.00	\$38,250.00	\$100.00	\$30,600.00	\$1,530.00	#####	\$9,180.00
Travis County SO CMS Data Cleansing/Code Mapping	40	\$125.00	\$5,000.00	\$100.00	\$4,000.00	\$200.00	\$3,800.00	\$1,200.00
Travis County SO CMS XML Configuration	16	\$125.00	\$2,000.00	\$100.00	\$1,600.00	\$80.00	\$1,520.00	\$480.00
Travis County SO CMS Installation and Deployment	16	\$100.00	\$1,600.00	\$80.00	\$1,280.00	\$64.00	\$1,216.00	\$384.00
Travis County SO CMS Solution Testing	84	\$100.00	\$8,400.00	\$80.00	\$6,720.00	\$336.00	\$6,384.00	\$2,016.00
Project Management	60	\$125.00	\$7,500.00	\$100.00	\$6,000.00	\$300.00	\$5,700.00	\$1,800.00
Service and Deployment Totals	576		\$69,500.00		\$55,600.00	\$2,780.00	#####	#####
Grand Totals	MSRP	Discounts	Sub-Totals	Support	Totals	Savings		
MSRP Software + Service and Deployment	\$100,250	\$26,520	\$73,730	\$3,764	\$77,494	\$28,291		
Software Maintenance Options	Year 1 (inc.)	Year 2	Year 3	Year 4	Year 5			
Travis County SO CMS	\$3,764	\$3,801	\$3,839	\$3,878	\$3,917			
Payment Milestones	Amount							
Agreement Signing (100% of Software Cost)	\$20,910							
Onsite Project Kickoff Meeting, meeting with agency	\$5,282							
Confirmation of program requirements for agency	\$5,282							
Production of Test N-Dex XML for Agency Data	\$15,846							
Production of Test COPLINK XML for Agency Data	\$10,564							
Solution installation on Agency spoke system	\$10,564							
Data validation and Signoff of Agency Data in Coplink	\$5,282							
Software maintenance	\$3,764							
Grand Total	\$77,494	*** Total Investment for City of Austin ***						
*** Denotes important subtotals and totals								

Austin Regional Intelligence Center, Austin, TX

Proposal for Additional Travis County Sheriff JMS Integration

May 25, 2015

Valid until June 30, 2015

Presented to:



Austin Regional Intelligence Center (ARIC)

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1 Table of Contents

1	Table of Contents	2
2	Introduction	4
3	Sypherlink Profile	4
3.1	Overview	4
3.1.1	Background.....	4
3.1.2	Integrated Justice Focus	4
3.1.3	Current and Past Engagements	5
3.2	Personnel	5
3.2.1	Main Contact	5
3.2.2	Project Roles.....	6
4	Solution Approach.....	7
4.1	Understanding of Objectives.....	7
4.2	Solution Overview	7
4.3	Products	8
4.3.1	Sypherlink NIE Gateway with N-DEx Connect	8
4.4	Services Components and Methodology	9
4.4.1	Data Submission Scope	10
4.4.2	Data Cleansing and Quality Approach	10
5	Project Management	10
5.1	Project Organization	10
5.2	Expected Timeline	11
5.3	Deliverables.....	11
6	Assumptions.....	12
7	Pricing and Terms.....	13
7.1	Pricing.....	13
7.2	Payment Terms	14
8.	Appendix A – Data Quality Processing.....	16
7.3	Officer Information	16
7.4	Location Information.....	17
7.5	Date/Time Information	18
7.6	Numeric Information.....	18
7.7	Phone Information	18
7.8	Person Information	19
7.9	Code Handling	20
7.10	Binary Data Handling.....	21
7.11	Other Considerations	21
7.11.1	Required Fields	21
7.11.2	Relationships & Roles	21
7.11.3	Field Mappings	21
7.11.4	Data field splitting	22

7.11.5	Formatting Characters and Invalid data	22
7.11.6	Orphaned Records.....	22
8	Appendix B – Annual Maintenance and Support Services	23
8.1	Support Services.....	23
8.1.1	Maintenance Response Expectations.....	23
8.1.2	Exclusions	24

2 Introduction

The Austin Regional Intelligence Center (ARIC) has embraced support of the FBI's National Data Exchange (N-DEX) standard for submission of crime data which will supply information to the ARIC/Sypherlink Regional Hub. The Hub processes N-DEX IA and IBP2 message streams and produces Coplink XML in Schema 63.1 format.

The ARIC program sponsored by the City of Austin is designed to bring together information from all incident, arrest, field interview and correction reports produced by law enforcement agencies throughout region into a single data warehouse for sharing and access by any authorized criminal justice agency.

3 Sypherlink Profile

3.1 Overview

3.1.1 Background

Sypherlink is an industry leader in providing unique and proven solutions for automating and accelerating information sharing and data integration initiatives. Since 2001 Sypherlink has helped integrated justice and public safety organizations to reduce the time, cost and risk associated with their data sharing programs, allowing them to more quickly realize a return on their investment and meet program goals. Sypherlink is also a recognized leader in standards-based data sharing and has been an early adopter and proponent of the National Information Exchange Model (NIEM) data sharing standard, and is currently supporting some of the nation's most prominent information sharing exchanges. The company has been recognized for its unique capabilities by the U.S. Patent and Trademark Office and by multiple key industry analysts. In a recent report¹, the Gartner Group singled out Sypherlink's products as a recommended means to adopting NIEM and improving justice information-sharing.

Sypherlink's parent company, Saama Technologies, is a leading data science solutions and services company focused on solving the data management and advanced analytics challenges in the commercial marketplace. Saama's worldwide operation brings a force of over 500 technical staff to implement mission-critical data management solutions.

3.1.2 Integrated Justice Focus

Sypherlink's dedicated Justice and National Security Practice is comprised of thought leaders in government data integration with hands-on experience developing and managing data sharing programs among large regional, state and federal agencies. The organization has experiences working with grant funded projects from the Bureau of Justice Assistance and is currently providing implementation support for an Edward Byrne Justice Information Sharing recipient.

Sypherlink provides middleware products around the National Information Exchange Model (NIEM) program, an initiative created in partnership between the US DOJ and US DHS to promote data sharing and interoperability between public safety software vendors and agencies within the integrated justice community. Sypherlink helps participants standardize their information to NIEM so that efficient, cost-effective interchanges to programs that use this standard, such as the FBI's National Data Exchange (NDEX) initiative, the US DOJ's OneDOJ system, the DHS Suspicious Activity Report (SAR) initiatives, can be achieved. Many state and local jurisdictions also use NIEM as a core strategy to manage information exchanges between multiple, competing vendor systems to drive implementations in a neutral, standards-based approach.

¹ The Gartner Group. "N-DEX: The Future of Nationwide Information Sharing in the U.S."

Austin Regional Intelligence Center N-DEx to Coplink Proposal

The team's domain expertise includes an extensive understanding and experience with agency records management systems (more than 150 systems analyzed to date), and justice standards, including Global Justice XML, NIEM, and the law-enforcement specific LEXS standard. Additional Sypherlink customers include the Federal Bureau of Investigation (FBI), Charlotte-Mecklenburg PD and numerous agencies in North Carolina, Transportation Security Administration (TSA), U.S. Army, and BMW Financial Services. Specific projects for the company are detailed below.

Sypherlink has been involved with the NIEM program since its inception and has become focused on integrated justice for the last 7 years, devoting 25% of its efforts toward research and development efforts annually, and specifically focused on products. The company has spent almost 90% of its efforts in the public safety space, improving and standardizing the process for data integration using NIEM.

3.1.3 Current and Past Engagements

The following details some of the noted projects that Sypherlink is currently engaged in, along with expected completion dates.

Department	Agency	Project Name/Acronym	Project Features
Charlotte, North Carolina	Charlotte-Mecklenburg PD	CRISS	<ul style="list-style-type: none"> Deploy integration software to police agencies for NIEM message exchange to a central Coplink data warehouse
Dallas County, Texas	IT Management Division and Sheriff's Office	Dallas County Secure Data Exchange (DC-DEx)	<ul style="list-style-type: none"> Sypherlink staff brought DOJ standards to integrate 20+ agencies into a data sharing/workflow system. Worked with national COTS vendors to integrate NIEM messages into central broker
State of South Dakota	South Dakota Department of Public Safety	Connect SD	<ul style="list-style-type: none"> Provide a state-wide law enforcement data warehouse that collects information from all agencies in the State and provides interfaces to the FBI's N-DEx system
Florida Regional Law Enforcement Exchange (RLEX)	Florida Department of Law Enforcement	COPLINK Connector	<ul style="list-style-type: none"> Sypherlink staff mapped over 50 law enforcement systems to NIEM and then to Coplink

3.2 Personnel

3.2.1 Main Contact

Person authorized to negotiate and sign the contract	
Name	: George Shemas
Title	: VP Development & Operations
Address	: 6797 N. High Street, Suite 234, Worthington, OH 43085
Phone	: 614-652-6878
Fax	: 614-652-3960
Email	: george.shemas@sypherlink.com

3.2.2 Project Roles

Sypherlink anticipates that four team members will be assigned to these projects:

- Project Manager
- N-DEx Software Developer
- Data Integration Engineers
- QA Engineer

4 Solution Approach

4.1 Understanding of Objectives

After discussing requirements with members of the Austin Regional Intelligence Center (ARIC), Sypherlink has developed the following understanding of these projects.

1. The participating agencies will provide Sypherlink with backups of the agency records databases for analysis and historical load testing. ARIC will facilitate contact with the agencies as necessary.
2. Sypherlink will migrate the agency data directly from each source database for historical purposes.
3. Sypherlink will work with ARIC and agency personnel to determine the data types that need extracted from the records databases.
4. ARIC will work with IBM's Coplink division to arrange test environments for Coplink XML ingestion of the agency data extracts.
5. Sypherlink pricing includes up to three test loads per agency and a final production load.
6. Any changes to number of report types, changes to requirements, and/or additional loads due to no fault of Sypherlink may result in a Scope Change.

4.2 Solution Overview

To implement the requested requirements, Sypherlink will implement separate Harmonizer instances at the participating police agencies and include its FBI N-DEx adapter. The NIEM Relational Database holds a cache of data used to transform original source data and must be updated to ensure the elements required N-DEx are included. The following diagram shows the basic information flow of the system:

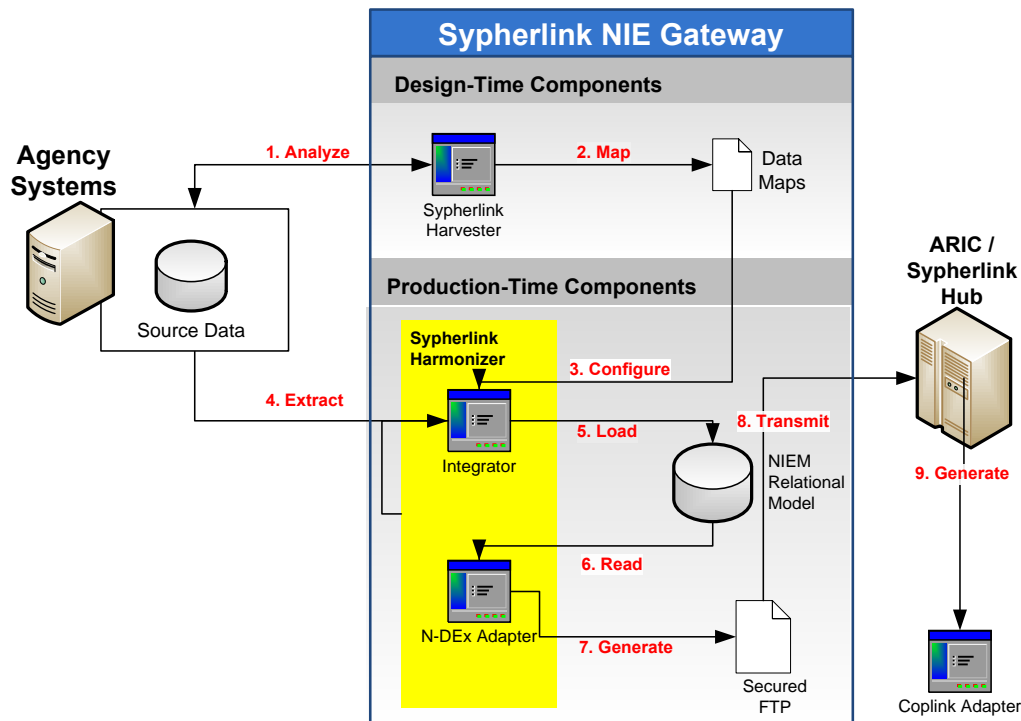


Figure 1 – Austin Regional Intelligence Center Sharing Platform

4.3 Products

4.3.1 Sypherlink NIE Gateway with N-DEx Connect

Sypherlink provides middleware products around the National Information Exchange Model (NIEM) program, an initiative created in partnership between the US DOJ and US DHS to promote data sharing and interoperability between public safety software vendors and agencies within the integrated justice community. Sypherlink helps participants standardize their information to NIEM so that efficient, cost-effective interchanges that use this standard, such as the FBI's National Data Exchange (N-DEx) initiative, the US DOJ's OneDOJ system, the DHS Suspicious Activity Report (SAR) initiatives, and many State and local jurisdiction initiatives can be achieved.

Sypherlink uses NIEM as a core strategy to manage information exchanges between multiple, competing vendor systems to drive implementations in a neutral, standards-based approach. The Sypherlink National Information Exchange Gateway provides a componentized architecture that implements different facets of NIEM and related justice standards. The following sections describe these standards; provide a detailed description of each of the solution components, and present an overall picture of how these components work together.

4.3.1.1 Integrated Justice Standards

The Sypherlink solution is composed of several components that implement justice standards to address the challenges of data integration in this space. The following sections outline the key standards developed by the US DOJ and US DHS used by these components.

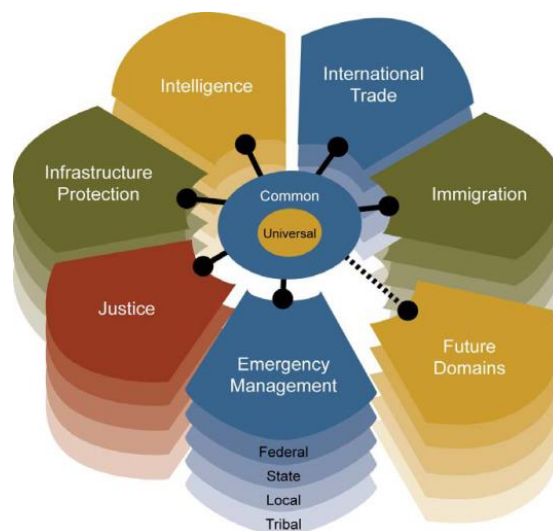


Figure 1 - NIEM

NIEM provides structure, standards and methods for defining and sharing information exchanges between and within agencies and domains. NIEM can be thought of as a data model and a reference vocabulary from which XML Schema-based data components are constructed. These components (which are XML data elements) serve as the basis for information exchanges. In NIEM and in this document, the term element refers to a unit of information which may be simple (indivisible) or complex (consist of other elements). In conjunction with the concepts and rules that underlie the NIEM structure, maintain its consistency and govern its use, these NIEM data components can be reused by information practitioners to create an Information Exchange Package Documentation (IEPD). An IEPD is a collection of XML schemas, XML instances, and other documentation and artifacts that is the electronic representation of the rules.

The Sypherlink National Information Exchange (NIE) Gateway provides an interchangeable set of components that work together to provide a standard NIEM-based infrastructure for integrated justice initiatives. By making use of additional NIEM-based standards, specifically the DOJ's Logical Entity Exchange Specification (LEXS), the Sypherlink Harmonizer provides a standards-based approach for data handling independent of any single application, data source, and/or access architecture (warehouse vs federated).

4.4 Services Components and Methodology

In addition to the product components, there will be a set of required tasks that will need to be completed in support of the overall participating agency integration effort. The tasks include both the technical and coordination activities necessary to meet the stated project goals. The following agency conversion activities shall be performed by the Sypherlink teams which are assigned the task of creation of the solution for a particular agency:

1. **Agency Data Analysis** – Sypherlink will need participating agency data source backups to perform the analysis as it relates to N-DEx. The analysis process will enable the determination of agency data characteristics and data quality according to the N-DEx data submission requirements.
2. **Harmonization** – Once the N-DEx analysis has been completed, the Integration developer will review the analysis and mappings created in the previous steps and utilize this information to determine the additional mapping information which must be created to allow data to be transformed into the NIEM model.
3. **Configuration of Data Movement** - With the basic and enhanced mapping created, the remaining components of the agency solution including the Sypherlink Harmonizer shall be configured to actually move the agency data. Iteration testing on the configuration and resulting ETL will be performed by the Sypherlink integration developer and quality assurance analyst for each agency data source. The artifact from this step shall be a fully configured Harmonizer for ARIC.
4. **Quality Assurance Testing** – Once the Harmonizer has been fully configured and tested, the XML adapter will be connected to FBI ConTesA to verify the accurate production of N-DEx XML. Sypherlink will coordinate with ARIC and IBM points of contact to verify submissions to the Coplink system are successful. Sypherlink will also work with ARIC to provide test N-DEx XML for verification.
5. **Ongoing Data Evolution Process (Refresh)** – Using a backup agency databases, Sypherlink will perform an initial transformation of the data into N-DEX XML. Once the initial transform has been XML generated, there will need to be a method for updating the data to keep the data in sync with the participating agency versions. Sypherlink will utilize any existing trigger mechanisms available in the source systems or utilize the standard Sypherlink CDC / Delta detection logic if necessary.
6. **Solution Package Creation and Delivery** – Upon verification in the Quality Assurance step, the agency solution shall be packaged by the Sypherlink developer and installed at the agency.

4.4.1 Data Submission Scope

Sypherlink will convert participating agency data as indicated by the N-DEx Incident/Arrest (IA) and Incarceration/Booking/Parole IEPDs (IBP2). All associated names, offenses, and property records will also be converted.

No CAD data will be converted as per the program requirements.

Data will be submitted to the ARIC/Sypherlink Hub for processing. The Hub will translate the N-DEx data and create Coplink XML in Schema 63.1 format for IBM to ingest.

4.4.2 Data Cleansing and Quality Approach

Appendix A contains definition of guidelines for data cleansing and quality assessment which Sypherlink will utilize during its agency data analysis stage. A report of any data quality findings will indicate how any exception data situations will be handled.

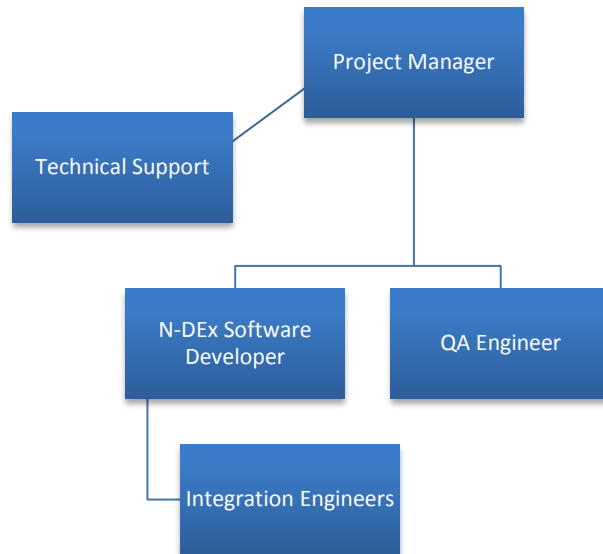
5 Project Management

In addition to providing the deliverables defined in this statement of work, Sypherlink will employ internal project management processes to ensure that a high-level of quality is maintained throughout the implementation period. These processes shall include:

- Establish project policies, standards, procedures and practices and communicate these to the project team as well as Customer staff.
- Recruit and maintain the project team and employ appropriate strategies to retain key project personnel throughout the project's duration.
- Assign and reassign various project personnel to the project tasks as required.
- Monitor progress made by members of the project teams.
- Collaborate with the project team and users as appropriate in various stages of the project life cycle to ensure project success.
- Alert the project team of any upcoming resource issues and/or critical tasks/milestones (daily project meetings are a common forum) and take proactive and corrective action as required to resolve the issue(s) at hand.
- Ensure timely review of all project deliverables by relevant project team personnel.
- Maintain and update issue logs and other project-related communications in a timely manner.
- Deploy necessary project team members to training and knowledge transfer tasks through the course of the project.

5.1 Project Organization

Sypherlink shall staff its service activities with the following roles to ensure successful outcome of the project. The primary responsibilities of each role are noted accordingly.



- **Project Manager (Ben Kim)** – This resource is responsible for day-to-day management of the Sypherlink services teams and the requisite communication to the ARIC Project Liaison. This individual is responsible for maintenance of the Sypherlink project status reporting and related artifacts. Team resources are monitored by this individual and adjusted as necessary.
- **N-DEx Software Developer (Eric Krumm)** – These resources will interact with both the Sypherlink Integration Engineers as well as the ARIC team to insure that data sharing standards use the NIEM guidelines.
- **Integration Engineers (Bob Platt, Amena Nasim, Miguel Bucio)** – These resources will configure the Harmonizer product to extract, transform, mediate, and transport data from one end-point to another.
- **QA Engineer (Vrushali Joshi)** – This resource will test the solution as per specifications, log any system defects, verify problems, and document the test cases to be used.

Sypherlink will engage other staff as required to ensure the success of the project.

5.2 Expected Timeline

A timeline will be established in cooperation with ARIC and participating agencies upon execution of this proposal.

5.3 Deliverables

Deliv #	Deliverable Name	Acceptance Criteria	Frequency
1	Weekly Status Report	Report, in standard Sypherlink format, completed and delivered on time	Weekly as requested
2	Sypherlink NIE Gateway Software	Package delivered for deployment	At agency deployment according to implementation schedule
3	N-DEx XML Messages	XML messages that will validate	At agency deployment

		against the N-DEX XML XSD and comply with all cleansing rules defined in Appendix A.	according to schedule and ongoing on a daily basis as supported by N-DEx
4	Coplink XML Messages	XML messages that will validate against the Coplink XML Schema 63.1 XSD and comply with all cleansing rules defined in Appendix A.	At agency deployment according to schedule and ongoing on a daily basis as supported by IBM

6 Assumptions

The following assumptions are being made as part of this initiative:

1. ARIC will provide a project management resource as a liaison for required interaction with IBM. Any direct communication Sypherlink has with IBM will be recorded and shared with ARIC as required.
2. Sypherlink will deliver *N-DEX XML* messages to the ARIC/Sypherlink Hub on a daily basis via SFTP. Sypherlink will utilize the FBI's ConTesA tool to test the initial XML feed.
3. ARIC will participate in the quality assurance and acceptance testing with N-DEx and Coplink output and provide bug reports to Sypherlink for any defects encountered in the process.
4. ARIC and participating agencies will fully disclose business rules that govern the accurate creation and processing of N-DEx XML at the start of the project. Changes to the business rules during the course of the project may require a scope change request.
5. ARIC is responsible for all procurement, installation, and configuration of any hardware or software to be deployed for this project. Sypherlink shall be responsible for installation and configuration of its solution on ARIC hardware systems.
6. ARIC will provide staff resources familiar with the agency databases or data and will allocate sufficient time to allow answer Sypherlink questions during mapping and QA phase of integration efforts. Timeliness of responses may affect estimated project durations.
7. ARIC will provide quality assurance feedback on each deliverable within ten (10) business days of receipt. Failure to provide feedback within this timeframe will delay project milestones.
8. ARIC will schedule Data Validation with participating agency users within 30 days of approval of XML. ARIC will schedule Data Acceptance with the agency within 15 days of resolution of any issues found during the Data Validation process.
9. Sypherlink will develop the N-DEx and Coplink data streams based upon the XML schema definitions (XSDs) and Information Exchange Package Documentation (IEPDs) published by each program at the time of project execution. Changes to the XSDs/IEPDs issued by either program during the project will be evaluated by Sypherlink and may result in a project scope change.
10. The proposal cost reflects that no special data validation or business rules will have to be performed as part of N-DEx data submission. Any requests or changes may result in a project scope change.
11. Sypherlink will provide basic criminal background checks on all employees and contractors. Any costs for specific security credentialing of a greater extent will need to be paid for by client. All Sypherlink team members possess FBI CJIS certification.
12. Maintenance provided by Sypherlink includes Harmonizer and supporting software updates and any standard software support such as addressing reported log errors for Harmonizer and the Jetty server. Sypherlink's standard product support agreement is included in Appendix B.

7 Pricing and Terms

7.1 Pricing

Software	Unit Price	# Units	Total
Sypherlink NIE Gateway includes:			
1. Harmonizer Base Module <ul style="list-style-type: none"> a. Harvester Mapping Component b. Harmonizer Integrator Component c. NIEM Staging Database d. Refresh Mechanism e. Large Agency Support 	\$15,000	1	\$ 15,000
2. Harmonizer N-DEx Connect v2 <ul style="list-style-type: none"> a. LEXS-PD support b. N-DEx Structured Payload handling c. N-DEx business rule processing 	\$15,750	1	\$ 15,750
Total Software Cost (MSRP)			\$ 30,750
Preferred Customer Discount (20%)			(\$ 6,150)
Bundle Discount (15%) – applied to MSRP – Preferred Customer Discount			(\$ 3,690)
Software Cost (Preferred Discount and Bundle Discount)			\$ 20,910
Sypherlink software comes with a 90-day warranty following production implementation. Annual software maintenance and support can be purchased following the warranty period for 18% of the Total Software Cost (\$ 3,764 per year for first year)			
Services			Price
Sypherlink Services Task Block (MSRP): Services include agency data analysis, harmonization, XML production, unit testing, installation and data load verification and services for: <ul style="list-style-type: none"> 1. Travis County Sheriff's Office – CMS/JMS \$ 64,100 2. Project Management, coordination, configuration, and QA \$ 5,400 			\$ 69,500
Preferred Customer Discount (20%)			(\$13,900)
Bundle Discount (5%) – applied to MSRP – Preferred Customer Discount			(\$ 2,780)

Total Services Cost	\$ 52,820
Total Software and Services (Note: this proposal does not include any software costs which may be charged by IBM)	\$ 73,730
Total Software, Services and 1-year Maintenance (starts after warranty)	\$ 77,494

Software Maintenance	Year 1	Year 2 (option)	Year 3 (Option)	Year 4 (Option)	Year 5 (Option)
1. Travis County Sheriff JMS	\$3,764	\$3,801	\$3,839	\$3,878	\$3,917

7.2 Payment Terms

Sypherlink shall invoice ARIC for the software license upon execution of the statement of work. The remaining Services cost will be invoiced in accordance with the following list of payment milestones. Invoice payments are due Net 30 days.

Payment Milestones	Amount	Time of Invoice
Harmonizer/N-DEx Connect Software License	\$ 20,910.00	After execution of work statement
On-Site Project Kickoff Meeting, meeting with agency	\$ 5,282.00	Upon milestone completion
Confirmation of program requirements for agency	\$ 5,282.00	Upon milestone completion
Production of Test N-DEx XML for Agency Data	\$ 15,846.00	Upon milestone completion
Production of Test COPLINK XML for Agency Data	\$ 10,564.00	Upon milestone completion
Solution installation on Agency spoke system	\$ 10,564.00	Upon milestone completion
Data Validation and Sign Off of Agency Data in Coplink	\$ 5,282.00	Upon milestone completion
Software maintenance	\$ 3,764.00	Invoiced 90 days after Sign Off

Read, Understood and Agreed to:

Austin Regional Intelligence Center

Sypherlink Inc.

Signature

Signature

Name

Name

Date

Date

8. Appendix A – Data Quality Processing

Since this initiative seeks to generate an operational data feed in a canonical format, there are certain attributes of the project that are important to keep in mind from a data quality perspective.

In many cases, there are variances in how personnel use law enforcement systems which is often reflected in the data entry performed. The measurement of someone's height, for example, can be entered in different ways by different officers (61 VS 501 representing inches VS feet + inches respectively, or "over 6 feet" if the RMS system allows free-text entry). Other examples of typical field variances include vehicle make/model, property brand, hair/eye color codes, locations, amongst others. Most law enforcement systems will try to maximize the officer's intent, sometimes by providing choices, but not necessarily limiting the types of data that are entered. Hair color codes, for example, have standard values derived from FBI's NCIC code list. If an officer encounters someone with rainbow-colored hair and feels that the NCIC code for "other" is not sufficiently descriptive, barring the presence of other fields, the officer may be compelled to enter this information into the hair color field. A law enforcement system designed to be the system of record usually allows this type of entry to insure the officer's description matches as closely as possible to their observation.

In sharing systems where information across multiple agency boundaries will need to be searched, data quality becomes important since these applications have unique requirements regarding data standards to insure optimal function. In order to meet these standards, there is a likely possibility that imported data will need to be modified in a variety of ways to comply with the target application.

It is important to remember that the source law enforcement systems in use by agencies today will continue to be used as the system of record during and after the completion of any data sharing initiative. In other words, the master copy of all data will reside in the CAD, RMS, and/or JMS system present at each agency. The data sharing system, on the other hand, will contain a copy of this data but in modified form to insure maximum standardization across the areas being served.

Data standardization for this initiative will be a two-step process. The first step seeks to standardize data from agency systems to the National Information Exchange Model (NIEM) and the Department of Justice Law Enforcement Information Sharing Program Exchange Standard (LEXS). The second step seeks to standardize data from these standards to the target application's needs.

The items listed below specifically outline the first step in the process. It is anticipated that the details regarding the second standardization step (N-DEX) are highlighted in a separate document.

7.3 Officer Information

NIEM-oriented fields	Cleansing Description	Exceptions
badge	If badge numbers are not explicitly defined, a unique value for the officer will be used (person ID if defined by source system)	If badge numbers are not used and unique officer identifier is not available at an officer level, agency will need to modify source records if they want this information

in the target
application

7.4 Location Information

NIEM-oriented fields	Cleansing Description	Exceptions
streetnum	N-DEX supports:	Sypherlink will not parse full text addresses into their individual components.
streetdir	<ul style="list-style-type: none"> Addresses as a single text field 	
streetname	<ul style="list-style-type: none"> Addresses as street address components, and city, state, zip, and country 	
streettype		
unit	Sypherlink will map the agency data to the most suitable format	
city		
state		
zipcode		
country		
geoy	Sypherlink will ignore location coordinates found in source RMS.	
geox		
beat	Beat and grid information will be copied over if present. Cleansing of grid information will be performed at the source system level.	Sypherlink will not assign beat/grid numbers if they are not present. If these will need to be standardized, they should be standardized at the source system level
gridx, gridy		

7.5 Date/Time Information

NIEM-oriented fields	Cleansing Description	Exceptions
Document date/time	Some source systems include non-standard date and time fields which Sypherlink will work with the developer, DBA and/or agency to determine the epoch date to use with Harmonizer's transformation date/time rule.	Missing date/times and free-text entered dates will not be copied to N-DEX
Report begin/end date/time		
Arrest / Release date/time		
Person DOB		
Vehicle Year		

7.6 Numeric Information

NIEM-oriented fields	Cleansing Description	Exceptions
quantity	Numeric values will be copied over as necessary. For those fields that allow free-text entry, only those fields that can deterministically be identified as numerical values will be converted	Sypherlink will not attempt to convert quantities or amounts that cannot be determined.
value		

7.7 Phone Information

NIEM-oriented fields	Cleansing Description	Exceptions
PhoneComponents	NIEM supports: <ul style="list-style-type: none"> Phone #s as a single text field Phone #s as a separate components (area code, exchange, line) Sypherlink will map the agency data	Sypherlink will not parse full phone numbers into their individual components.
fullphone		

to the most suitable format

7.8 Person Information

NIEM-oriented fields	Cleansing Description	Exceptions
Fullname	NIEM allows person names to be reported as components or as full text names. Sypherlink will map the agency data into a suitable format.	Sypherlink will not attempt to parse full text names into their components.
CompositePersonName		
gender		
race		
build		
complexion	<i>See Code Handling Information below</i>	<i>See Code Handling Information below</i>
ethnicity		
age		
eyecolor		
haircolor		
caution		
maxage		
minage		
height		
maxheight		
minheight	N-DEX defines standard measurement units for dimensions, weight, volume, age, etc. Agencies will be responsible for providing the	Values outside of the acceptable range for a given field will be omitted
weight		
minweight		
maxweight		

measurement units for applicable fields. We will provide a single transformation for a given field.	from the upload process and reported as a data error.
<i>See Code Handling Information below</i>	<i>See Code Handling Information below</i>

7.9 Code Handling

The N-DEX standard allows for the capture of coded values, text values, or both for certain data fields (hair color, eye color, etc). If coded values are present in the originating system, these values will be copied into the equivalent N-DEX coded field. Likewise, if the originating system only captures textual values for these fields, this information will be copied to the N-DEX Original Value attribute on the appropriate element. Harmonizer will make a best effort to translate free text fields by using the N-DEX code tables. Sypherlink will not translate free-text fields into coded equivalents beyond what is in the code tables.

Where practical, Sypherlink will use ARIC supplied mapping tables to convert agency supplied values into their N-DEX coded value equivalent. It is the responsibility of ARIC to notify Sypherlink of major changes to their mapping tables and supply copies of the changed mapping tables. The following is a list (except where noted) of agency values that will be processed via the ARIC supplied mapping tables: *List of Coded Fields*

1. Build types
2. Caliber types
3. Color types (applies to: vehicle colors, property colors, firearm colors, appearance (clothing) colors)
4. Caution flag types
5. Crime codes
6. Currency types
7. Ethnicity types (exception: will use NCIC ethnicity codes)
8. Eye color types
9. Gun manufacturer types
10. Gun types
11. Hair color types
12. Make types (vehicle)

13. Model types (vehicle)
14. Organization types
15. Property types
16. Race Types
17. Role types
18. Relationship types
19. Complexion code types
20. Mark types
21. Mark Location types
22. MO code
23. Gender Code ('M', 'F', NCIC 'U' not supported)
24. Appearance type
25. Officer activity code
26. Vehicle style code
27. Vehicle class code
28. Security type code

7.10 Binary Data Handling

Sypherlink will move only the images provided and will not perform any image processing (format conversion, resizing, etc.) on binary image data. N-DEX supports embedded (base 64 encoded) images and URI links to externally hosted graphics. Sypherlink will support either type of image, but in the case of the external Web graphics, it is the responsibility of the agency to host the graphic images. No special software shall be required by Sypherlink to access the images and set up of the image movement test facility will be the responsibility of ARIC. It is not possible for Sypherlink to guarantee the performance of the image move process based upon the undetermined size and number of source images.

7.11 Other Considerations

7.11.1 Required Fields

In the event of a missing required field, some or all of an upload record may be omitted. A message will be generated in a data quality report.

7.11.2 Relationships & Roles

Sypherlink will make an attempt to map relationships and roles where applicable. We are limited by the relationships available in the source database (i.e. if there is no owner relationships for a vehicle in the source database, we will not be able to generate such relationships).

7.11.3 Field Mappings

Sypherlink will make every effort to map important data fields. Minor fields, particularly those not found in the core NIEM/LEXS standard may be omitted from upload records.

7.11.4 Data field splitting

Data field splitting will be performed if the text fields are well-formed (separators are present at all split points). Parsing of free text fields into coded values where separators are not clearly defined will not be performed. These fields will be passed along in description fields as necessary.

7.11.5 Formatting Characters and Invalid data

Sypherlink will attempt to preserve data the way it was entered, including any special punctuation that may have been included in the data entry. This includes parenthesis and dashes for phone numbers as well as other formatting characters entered for different fields. If the target application requires these to be presented in a single format, this step is assumed to be performed at the time of import into the target application. Format correction will not be performed at the NIEM standardization level.

7.11.6 Orphaned Records

In some cases, the source RMS database may contain dangling references or orphaned records. This can occur, when items are deleted in an RMS system that does not support referential integrity. Since the extraction and upload processes are activity based, this will not present a problem for the upload to the central repository. However, agencies should be aware that orphaned records will not be uploaded, and hence the raw number of records (for instance addresses) in the central repository may differ from the number in the source system.

8 Appendix B – Annual Maintenance and Support Services

If purchased, Sypherlink will provide Level 1, 2 and 3 Production Support for the products previously listed (“Products”) for use solely by ARIC (“Customer”).

8.1 Support Services

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

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

8.1.1 Maintenance Response Expectations

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

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

8.1.2 Exclusions

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

Support that becomes necessary due to:

- A failure of hardware, equipment or programs not covered by this Agreement;
- Use of software not obtained from Sypherlink under this Agreement;
- Use in a production environment of any release of the Products not marked as "Generally Available";

- Use of third party or Customer software (such as anti-virus software) which interferes in the execution and/or degrades performance of the Products installed in a production environment;
- Any cause or causes beyond the reasonable control of Sypherlink (e.g. floods, fires, loss of electricity or other utilities), errors arising from anything other than Software, such as databases, web-servers or hardware;
- Any modification, enhancement or customization of the Products made by anyone other than Sypherlink;
- APIs, interfaces, web services or data formats other than those included with the Product
- Any third-party products except to that the extent that they are provided by Sypherlink, and then only in support of the specific interface or functionality that is intended by Sypherlink.

EXHIBIT B
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

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

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

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

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

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

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

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

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

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

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

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

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

Sanctions:

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

Term:

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

Dated this 14th day of OCTOBER, 2015

CONTRACTOR

Authorized
Signature

Title

SYMPHERLINK, INC.

George Sherman

VICE PRESIDENT



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 07/13/2015

DEPT: City of Austin Police Department

TO: Purchasing Officer or Designee

FROM: Enjolé Armstrong

BUYER: Jonathan Harris

PHONE: (512) 974-5082

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.

In an effort to increase the data available to its partners, The Austin Police Department Austin Regional Intelligence Center (ARIC) is requesting a sole source exemption for Sypherlink to provide the data integration element for the Travis County Sheriff's Office (TCSO) Jail Management System (JMS) into the Coplink repository.

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).

Sypherlink has developed and licensed to the City of Austin Regional Intelligence Center a number of software products that require software licenses that are of proprietary nature and are owned and copyrighted by Sypherlink, Inc. There is no other company, other than Sypherlink, authorized to provide support for these products. Allowing any other company to work on the Sypherlink software would be a violation of the Title and Nondisclosure provisions of the Sypherlink Software License Agreement.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Sypherlink
which will cost approximately \$ 77,494.00 (Provide estimate and/or breakdown of cost).

Recommended
Certification

[Signature] 7/13/15
Originator Date

Approved
Certification

[Signature] 7/13/15
Department Director or designee Date

[Signature] 7/23/15
Assistant City Manager / General Manager Date
or designee (if applicable)

Purchasing Review
(if applicable)

[Signature] 7-24-15
Buyer Date Manager Initials

Exemption Authorized
(if applicable)

Purchasing Officer or designee Date

02/26/2013

June 25, 2015

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

Dear Sir or Madam:

The purpose of this letter is to certify that the following software products have been developed by Sypherlink, Inc. and licensed via agreement to the City of Austin Regional Intelligence Center.

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

This agreement includes the Sypherlink Software License Agreement for these products which confirms that these products are of a proprietary nature and are owned and copyrighted by Sypherlink, Inc.

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

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

Sincerely,



George Shemas
Vice President
Sypherlink, Inc.



PURCHASE ORDER

PO VENDOR SINGLE

PAGE NO: 1

REFERENCE NUMBER: DO 5600 15120304134

P.O DATE: 12/03/15

PRICE AGREEMENT #: MA 5600 NS160000009

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

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

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

T
O

T
O

Requestor: Whitney Sklar, 512-974-0792
Buyer: See Solicitation, 512-974-2500

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

Line	Quantity	Unit	Commodity Information / Description (s)		Unit Price	Extended Amount
1			Commodity:	91890 On-site Kick off meeting and meeting with agency 21707 - Proprietary Integration Services	0.000000	\$ 5,282.00
2			Commodity:	91890 Confirmation of Program Requirements for agency 21707- Proprietary Integration Services	0.000000	\$ 5,282.00
3			Commodity:	91890 Production of Test NDex XML for agency data 21707 - Proprietary Integration Services	0.000000	\$ 15,846.00
4			Commodity:	91890 Production of Test COPLINK XML for agency data 21707 - Proprietary Integration Services	0.000000	\$ 10,564.00
5			Commodity:	91890 Solution installation on agency spoke system 21707 - Proprietary Integration Services	0.000000	\$ 10,564.00
6			Commodity:	91890 Data Validation and Sign Off of Agency Data in Coplink	0.000000	\$ 5,282.00

Order Total: \$ 77,494.00

VENDOR INSTRUCTIONS:

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

Authorized Agent for City Manager

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

Date

Barley

12/03/15



PURCHASE ORDER

PO VENDOR SINGLE

PAGE NO: 2

REFERENCE NUMBER: DO 5600 15120304134

P.O DATE: 12/03/15

PRICE AGREEMENT #: MA 5600 NS160000009

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

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

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

Requestor: Whitney Sklar, 512-974-0792
Buyer: See Solicitation, 512-974-2500

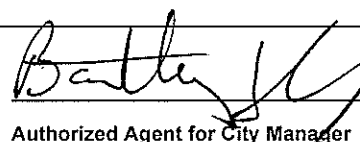
The City's standard purchase terms and conditions are hereby incorporated into this order by reference, with the same force and effect as if they were incorporated in full text. The full versions are available at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS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

Line	Quantity	Unit	Commodity Information / Description (s)	Unit Price	Extended Amount
7			21707 - Proprietary Integration Services Commodity: 92045 Software Maintenance	0.000000	\$ 3,764.00
8			21707 - Proprietary Integration Services Commodity: 92045 Harmonizer/N-Dex Connect Software License	0.000000	\$ 20,910.00
			21707 - Proprietary Integration Services		

Order Total: \$ 77,494.00

VENDOR INSTRUCTIONS:

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


Authorized Agent for City Manager

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

12/03/15
Date



Amendment No. 2
to
Contract No. NS160000009
for
Proprietary Integration Services
between
SAAMA Technologies, Inc.
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective December 02, 2015 to December 01, 2016. Three options will remain.
- 2.0 The total contract amount is increased by \$3,801.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 12/02/2015 – 12/01/2016	\$77,494.00	\$77,494.00
Amendment No. 1: Name change Sypherlink, Inc. to SAAMA Technologies, Inc. 07/12/2016	\$0.00	\$77,494.00
Amendment No. 2: Option 1 – Extension 12/02/2016 – 12/01/2017	\$3,801.00	\$81,295.00

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

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

Sign/Date: George Shemas 11/10/16

Printed Name: GEORGE SHEMAS
Authorized Representative
SAAMA Technologies, Inc.
900 East Hamilton Avenue, Suite 200
Campbell, California 95008
George.shemas@saama.com
614-652-6878

Sign/Date: [Signature]

Joe Barrios
Contract Compliance Specialist Senior
Austin Energy
Purchasing Office
721 Barton Springs Road
Austin, Texas 78704



Amendment No. 1
to
Contract No. NS160000009
for
21707-ARIC eCitations Data Ingestion into Coplink
Between
Sypherlink, Inc.
and the
City of Austin

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

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

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

BY THE SIGNATURE affixed below, this Amendment No. 1 is hereby incorporated into and made a part of the Contract.

A handwritten signature in cursive script that reads "Linell Goodin-Brown".

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

7-7-16

Date

ASSIGNMENT AGREEMENT

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

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

1. THE PARTIES AGREE TO THE FOLLOWING FACTS:

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

1.2. As of the above stated effective date:

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

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

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

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

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

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

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

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

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

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

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

Federal Tax ID # 77-0456182

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

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

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

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

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

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

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

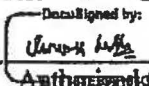
FOURTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

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

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

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

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

By: 
Authorized Officer.

Name: Suresh Katta
Print or Type

Title: President

AGREEMENT AND PLAN OF MERGER

OF

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

AND

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

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

RECITALS

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

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

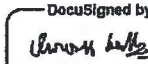
C. The Boards of Directors of Saama and Sypherlink have determined that it is advisable and in the best interests of each of Saama and Sypherlink and their shareholders and sole stockholder, respectively, that Sypherlink merge with and into Saama upon the terms and conditions herein provided.

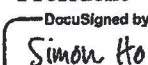
D. The Boards of Directors of Saama and Sypherlink have approved this Agreement and have directed that this Agreement be submitted to a vote of their shareholders and sole stockholder, respectively, and executed by the undersigned officers.

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

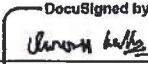
IN WITNESS WHEREOF, this Agreement having first been approved by the resolutions of the Board of Directors of Saama Technologies, Inc., a Delaware corporation, and Sypherlink, Inc., a Delaware corporation, is hereby executed on behalf of each of such two corporations and attested by their respective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

SAAMA TECHNOLOGIES, INC.,
a Delaware corporation

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

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

SYIPHERLINK, INC.
a Delaware corporation

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

[Signature page to Agreement and Plan of Merger]

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

City of Austin, Texas
Human Rights Commission

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

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

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

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

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

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

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

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

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

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

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

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

Sanctions:

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

Term:

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

Dated this 29TH day of June, 2016

CONTRACTOR

Saama Technologies, Inc.

Authorized Signature

George P. Sherman

Title

VICE PRESIDENT