

**CONTRACT DATA SHEET**

PSC Type (check one):  New  Addendum Sole Source:  Yes  No

**Contractor Information**

1. Legal Name of Contractor: Unisys Corp  
 2. Address: 801 Lakeview Drive, Suite 100  
 3. City, State, & Zip: Blue Bell, PA 19422  
 4. Contractor Contact Person: E. Kenneth Jones  
 5. Phone: (770)-676-0715 Email: e.kenneth.jones@unisys.com  
 6. Revenue Commission Taxpayer ID#: [REDACTED]  
 7. Federal Tax ID # (SSN if sole proprietor): [REDACTED]

**Department Information**

8. Requesting Department: Metro Revenue Technology Services  
 9. Contact Person Name & Telephone: Amit Sarkar Phone (502)-574-4898

**Contract Information**

10. Not to exceed amount: \$ 50,000  
 11. Are expenses reimbursed? No  
 12. If yes list allowable expenses and maximum amount reimbursable: \_\_\_\_\_  
 13. Beginning and ending date of the contract: 07/01/2016 thru 12/31/2017  
 14. Funding Source Agency's receipts-General Funds Federal Funds yes  no   
 15. Scope & Purpose of the contract:  
The Metro Revenue Commission needs to upgrade the software used by infoimage system. Unisys is the only authorized vendor to provide these services, as well as the ongoing maintenance and support of the Infoimage software.  
Upgrade InfoImage 8.2 software to 9.0 software

**Authorizations**

Department Director: Kim Johnson Date: 3-29-16  
 Purchasing Director: Paul Remmers Date: 4/18/16  
 County Attorney: [Signature] Date: 4-2-16  
*The County Attorney has written the attached Professional Service Contract or Sole Source Contract and has approved that document as to the legality of the instrument itself only and as to its form.*

**For Purchasing Use Only**

Contractor is registered and in good standing with the Revenue Commission   
 Human Relations Commission requirements have been met   
 Insurance requirements have been satisfied   
 If federally funded, Federal Debarment standing has been verified

**Attach all justification documentation to this form, along with signed Written Findings Form.**

# MEMORANDUM

Metro Revenue Commission

To: Joel Neaveill  
Director, Division of Purchasing

From: Kim Johnson, Director  
Metro Revenue Commission



Subject: Unisys Corporation Professional Services Contract

Date: March 28, 2016

Please find attached the Sole Source Request form, and supporting documentation, for Unisys Corporation. Unisys is the only authorized maintenance and support for Unisys Infoimage software that is being used by the Louisville/Jefferson County Metro Revenue Commission.

In the past, Metro Technology Services released a Request for Proposal for support and maintenance of these products and the response was deemed non-responsive (RFP#2491).

I am requesting \$50,000 for professional services to conduct an upgrade of the software used by the Unisys System. The Unisys e-Workflow (UEW) is the solution that the Metro Revenue Commission is using as their imaging and document management system. The UEWI upgrade is a major release and will mitigate compatibility with other key software products. The upgrade will involve migration of all the existing programming interfaces from Visual Basic to .NET as well as migration of the databases and workflows. This upgrade will require professional services from Unisys, and Unisys is the only authorized maintenance and support for UEWI.

See attached software release documents.

I am available if you have any questions regarding this request.

**WRITTEN FINDINGS**

**EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC**

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

\_\_\_\_\_ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **\*\* Mayors Approval required for emergency purchases exceeding \$10,000.**

X \_\_\_\_\_ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

\_\_\_\_\_ C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

\_\_\_\_\_ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

\_\_\_\_\_ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

\_\_\_\_\_ F. The contract is for proprietary items for resale.

\_\_\_\_\_ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

\_\_\_\_\_ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

\_\_\_\_\_ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

\_\_\_\_\_ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

\_\_\_\_\_ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

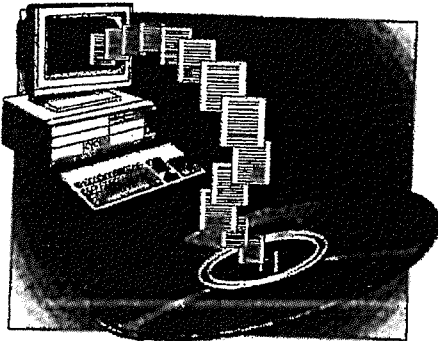
\_\_\_\_\_ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

Kim Johnson 3-29-16  
Requesting Department Director Date

\_\_\_\_\_  
\*\*Mayor Date  
**\*\*Signature is required only for Written Finding A**

Jill Kimmel 5/26/16  
OMB/Purchasing Approval Date

**Unisys**



## **Statement of Work**

**Louisville/Jefferson County  
Revenue Commission Division**

**Infomage 9.0 Upgrade Services**

**August 28, 2015**

**Unisys Corporation**

**Table of Contents**

**1. INTRODUCTION ..... 1**

**2. BASIS OF ESTIMATE ..... 2**

    2.1 INFOIMAGE INSTALLATION SERVICES DEUVERABLES ..... 2

    2.2 ASSUMPTIONS ..... 3

    2.3 CUSTOMER RESPONSIBILITIES ..... 4

**3. PAYMENT SCHEDULE ..... 5**

SERVICES ..... 5

**4. CHANGE CONTROL ..... 6**

**5. STATEMENT OF UNDERSTANDING ..... 6**

ADDRESSES ..... 7

TERMS AND CONDITIONS ..... 7

## 1. Introduction

Louisville/Jefferson County Revenue Commission Division has requested a fixed price estimate from Unisys to provide services to upgrade the Infolmage 8.2 software currently in use at Louisville/Jefferson County to Infolmage release 9.0:

- Installation and configuration of new Infolmage 9.0 environments – Test and Production. The Infolmage 9.0 test and production environments will be configured on new virtual machines running Microsoft Windows Server 2008 64 bit operating system and SQL Server 2008. The intended hardware configuration will be reviewed by Unisys with any necessary configuration changes to be made by Louisville/Jefferson County prior to the start of the upgrade project.
- Upgrade of Infolmage Image & Workflow Server, IEA, CAS Manager, RBE and Scan Manager to release 9.0.

This SOW document provides a description of the Services to be provided, a list of assumptions, and fixed price for the Services.

## 2. Basis of Estimate

### 2.1 Infolmage Installation Services Deliverables

This Statement of Work estimate is based on the tasks described below. These tasks will be performed via remote access to Louisville/Jefferson county servers to set up Test and Production environments.

- Copy the current Louisville/Jefferson County Image Server 8.2 Objects to the new Server.
- Create a new Image Server database on the new Windows 2008 server.
- Copy the current Louisville/Jefferson County 8.2 database to the new Windows 2008 Server database.
- Copy the current Louisville/Jefferson County 8.2 Image Server 8.2 FSx directories and contents to the new Windows 2008 Server (May only require creating a path).
- Copy the current Louisville/Jefferson County Infolmage Enterprise Administrator (IEA) 8.2 Objects to the new Windows 2008 Server.  
Create a new IEA database on the new Windows 2008 Server.
- Copy the current Louisville/Jefferson County IEA 8.2 database to the new Server SQL 2008 database on the new Windows 2008 server.  
Create a new Infolmage 9.0 Registry Key by running the Infolmage Configurator utility on the new Windows 2008 Server.  
Install Infolmage version 9.0 software on the new Windows 2008 server (IEA, Image Server and GAS Manager).  
Install and configure RBE 9.0 server.  
Upgrade 2 Client Work Manager workstations to version 9.0.  
Upgrade 2 Scan Manager Professional workstations to version 9.0.  
Upgrade Forms Creator and Workflow Designer software to version 9.0 on up to two (2) administrator workstations.  
Install Infolmage Catalog on the new Windows 2008 Server.
- Copy the Catalog database to the new Windows 2008 Server.
- Adjust Infolmage ODBC connections on IEA, GAS Manager and Image Server to point to the new Catalog database.  
Prepare Final Upgrade Report.
- One week onsite support after installation and migration activities are completed.

## 2.2 Assumptions

- It is assumed that the new Virtual Servers purposed as the Infolmage Image Servers in both Test and Production environments will be configured by Louisville/Jefferson County with Windows Server 2008 R2 64-bit operating system and SQL Server 2008 prior to Unisys staff remotely accessing these servers to perform Infolmage specific tasks.
- Additional configuration including any environment setup of the new Windows 2008 Servers by Unisys is not included.
- It is assumed that the Infolmage Reconciliation tool will be performed by Louisville/Jefferson County personnel and any errors or discrepancies resulting from this process will be resolved by Louisville/Jefferson County with assistance from Unisys Support.
- Louisville/Jefferson County is responsible for all network setup required for the workstations to communicate with the new Test and Production Windows 2008 Servers, and any other networking changes required for the upgrade.

Louisville/Jefferson County will procure the appropriate SQL Server 2008 software and licenses and site specific installation configuration. Louisville/Jefferson County will be responsible for the installation of SQL Server 2008.

- The Infolmage 9.0 software will be available on-site at Louisville/Jefferson County prior to the start of the Infolmage 9.0 upgrade
- The "Final Upgrade Report" is a final report to be delivered at the end of the project. The report contains a summary of the tasks completed and configuration changes made to the Infolmage subsystem.

It is Louisville/Jefferson County's responsibility to ensure that there is a complete and current backup of any and all data at all times during the performance of services described in this SOW. Unisys will have no responsibility for any data lost or damaged from any cause.



### 2.3 Customer Responsibilities

Provide a Project Manager who is available for the duration of the project, fully knowledgeable of the objectives of the project, and who is empowered upon proper approvals to provide access to Louisville/Jefferson County resources (personnel, servers, documents, physical areas, etc.) and to make necessary decisions regarding the project.

Installation of Windows 2008 and SQL 2008 on the new Test and Production servers.

Louisville/Jefferson County is responsible for the migration of all custom VBA code to .Net and testing of the new .Net custom code. Unisys will provide guidance to Louisville/Jefferson County staff on this code migration effort.

Louisville/Jefferson County personnel are responsible for any formal testing and/or test planning. Application specific testing, such as testing of workflow scripts, program worksteps and all other custom interfaces to Infolmage is the responsibility of Louisville/Jefferson County.

- All physical site requirements including but not limited to power, network connectivity, etc. are the responsibility of Louisville/Jefferson County.

Louisville/Jefferson County is responsible for performing a full backup prior to and throughout the upgrade and migration process. Any restore activity, if required, is the responsibility of Louisville/Jefferson County.

Provide working space on site for Unisys resource on site.

Provide access to facilities during non-production hours, if required.

It is understood that the current Imaging and/or CAS Manager server may need to be taken off-line during production hours throughout the upgrade and migration process. Unisys will work with Louisville/Jefferson County to schedule and minimize this down-time.

### 3. Payment Schedule

#### Services

This section provides the cost of the services to upgrade Infolmage to version 9.0

The Unisys team will work with Louisville/Jefferson County staff to install and configure the Test and Production Servers via remote access for a duration of 40 hours. A Unisys resource will be present onsite to assist Louisville/Jefferson County with the cutover to production and a few days of post-production support for the total onsite duration of 40 hours.

The total project time includes one week of remote installation and configuration activities and one week onsite post-implementation support.

This estimate is based on Unisys understanding of Louisville/Jefferson County requirements.

The Service charge below does not include travel and expenses and this will be billed as incurred.

Task	Price
Installation & Configuration of Test & Production Servers (Remote Access)	40,000
1 Week Onsite Support for Cutover to Production and Post-Implementation Support	20,000
Additional 1 Week Onsite Support for Production	20,000
<b>Total (Excluding Travel Expenses)</b>	<b>80,000</b>

#### 4. Change Control

If either Louisville/Jefferson County or Unisys wishes to alter the Statement of Work during or after the initiation of the work, the following procedure will apply:

The party who requests the change (the "Originator") will forward to the other party (the "Recipient") a Change Request that will include the following:

- Project identification
- Originator's name and title
- The date of the Change Request
- A description of the proposed change
- The reason for the proposed change.

Unisys will assign a number to and log each Change Request.

All Change Requests will be categorized by the Originator as:

- Priority 1 (urgent), or
- Priority 2 (ordinary), or
- Priority 3 (post acceptance).

Unisys will make reasonable efforts to investigate the impact of the Change Request on the price, timetable, Statement of Work and relevant obligations under the Agreement (the "Impact Study") in accordance with the schedule set out for each priority category.

If Louisville/Jefferson County is the Originator, Unisys will inform Louisville/Jefferson County if there will be any charges for Unisys services in conducting the Impact Study and Louisville/Jefferson County will decide whether Unisys should conduct the Impact Study.

If both parties agree on the Impact Study and any necessary amendments to the price, timetable, Statement of Work and relevant obligations under the Agreement, the Agreement will be amended according to the terms of the Agreement to take into account the agreed changes.

If the parties cannot agree upon the Impact Study or the necessary amendments, the Change Request will not be implemented.

#### 5. Statement of Understanding

This Statement of Work has been prepared in accordance with Unisys understanding of your requirements based on the information provided. All information contained in this document represents Unisys best estimates.

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The Unisys services described in this SOW will be supplied under the terms and conditions set forth in the Unisys / Louisville/Jefferson County Master Agreement xxxx a copy of which is on file at Louisville/Jefferson County offices.

This Statement of Work is valid for 60 days from the date of delivery to Louisville/Jefferson County unless extended by Unisys in writing. This SOW is not a contract or an offer to contract. Neither Louisville/Jefferson County nor Unisys will become legally bound to each other unless and until a mutually acceptable contract for the services is signed by authorized representatives of both parties.

### **Addresses**

Unisys will deliver and invoice the Services outlined in the SOW to the following Louisville/Jefferson County location.

### **Terms and Conditions**

Terms and Conditions are referenced in Master Agreement between Unisys and Louisville/Jefferson County. Except as expressly stated in this document, to the extent this document conflicts with the Terms and Conditions, the Terms and Conditions of Master Services Agreement xxxx will take precedence.

## **AGREEMENT FOR SOLE SOURCE PURCHASE**

**THIS CONTRACT**, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **DEPARTMENT OF TECHNOLOGY SERVICES**, herein referred to as “**METRO GOVERNMENT**”, and **UNISYS CORPORATION**, with offices located at 801 Lakeview Drive, Suite 100, Blue Bell, Pennsylvania 19422, herein referred to as “**CONTRACTOR**”,

### **WITNESSETH:**

**WHEREAS**, the Metro Government wishes to purchase maintenance and support services for proprietary Unisys Infolmage software used by the Louisville Metro Revenue Commission; and

**WHEREAS**, the Contractor has been determined by the Metro Government to be a sole source to provide same,

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

#### **I. SCOPE OF SERVICES**

**A.** Contractor shall, at the request of the Metro Government, provide services under the terms of this Agreement. This Agreement consists of the following documents:

1. The terms and conditions of this Agreement.
2. Agreement Number 97050023 which is attached hereto and fully incorporated herein as Attachment A.
3. The documents entitled “Support Services Schedule and Support Services Addendum” attached hereto and fully incorporated herein as Attachment B.

**B.** In the event of a conflict between the language in this Agreement and either Attachment A or Attachment B, this Agreement shall govern. In the event of a conflict between the language of Attachment A and Attachment B, Attachment A shall govern.

C If from time to time Contractor needs to utilize the records or personnel of the Metro Government relative to performing the services required of this Agreement, then Contractor shall notify the proper agent of the Metro Government of this need and arrangements may be made for that contingency. However, at no time shall the Metro Government make available its resources without the full consent and understanding of both parties.

D The Contractor shall provide the following services:

1. Maintenance and support for proprietary Unisys Infolmage software used by the Louisville Metro Revenue Commission as described on Attachment B.

## II. FEES AND COMPENSATION

A. The Metro Government shall pay Contractor for services rendered pursuant to and as described in Attachment B. Total compensation payable to Contractor for services rendered pursuant to this Agreement shall not exceed **FIFTY THOUSAND DOLLARS (\$50,000.00)**.

B. Payment shall be made pursuant to Attachment A.

C. The Metro Government shall not reimburse out of pocket expenses under this Agreement.

## III. DURATION

A. This Agreement shall begin July 1, 2016 and shall continue through and including December 31, 2017.

B. Either party may terminate this Agreement in the event of material breach by the other party upon thirty (30) days prior written notice of intent to terminate the Agreement, which notice shall specify such default or failure in such detail to allow the alleged breaching party the opportunity to cure such default. The alleged breaching party

shall have thirty (30) days from its receipt of such notice to remedy said default. If the breach is not remedied during such cure period, the termination will become effective. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

C. In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

#### **IV. RECORDS-AUDIT**

Contractor shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Contractor's charges to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time and upon reasonable written notice, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it, subject to such firm executing a confidentiality agreement acceptable to Contractor. This Section supersedes Section 7 of the terms of Agreement 97050023.

#### **V. INSURANCE REQUIREMENTS**

Insurance coverage shall be required of Contractor in accordance with Attachment C attached hereto.

#### **VI. HOLD HARMLESS AND INDEMNIFICATION CLAUSE**

Consultant agrees to indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all third party claims, damages, losses and expenses including attorneys' fees, caused by the Consultant's negligence in the performance of the contract provided that such claim, damage, loss, or expense is (1) personal injury, bodily injury, death, or damage to or destruction of tangible personal property, including the loss of use resulting therefrom caused by the negligent acts, errors or omissions of Contractor in the performance of services under this Agreement; and (2) not caused by the negligent act or omission of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract. This Section replaces Section 27.3 of Agreement 97050023 for the purposes of this Agreement.

**VII. REPORTING OF INCOME**

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate contractors. Contractor agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Contractor further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

**VIII. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. Subject to Section 31 of Agreement 97050023, in the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky,



Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

**IX. AUTHORITY**

The Contractor, by execution of this Agreement, does hereby warrant and represent that he is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Agreement.

**X. CONFLICTS OF INTEREST**

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein;

or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree

to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

## **XII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto. In the event of a conflict

between the terms of this Agreement and the terms in any of the Attachments, this Agreement shall govern.

**XIII. SUCCESSORS**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

**XIV. SEVERABILITY**

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

**XV. COUNTERPARTS**

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

**XVI. CALCULATION OF TIME** Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Contractor is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

**XVII. CAPTIONS** The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

**XVIII. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS** The

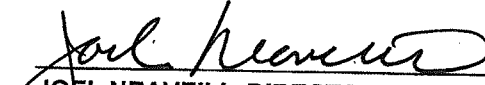
Contractor shall reveal any final determination of a violation by the Contractor or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor. The Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of the contract.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

APPROVED AS TO FORM AND  
LEGALITY:

LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT

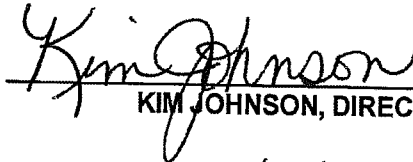
\_\_\_\_\_  
MICHAEL J. O'CONNELL  
JEFFERSON COUNTY ATTORNEY

  
\_\_\_\_\_  
JOEL NEAVEILL, DIRECTOR, PURCHASING  
DEPARTMENT

Date: \_\_\_\_\_

Date: 5/26/16

LOUISVILLE METRO REVENUE COMMISSION

  
\_\_\_\_\_  
KIM JOHNSON, DIRECTOR

Date: 5-26-16

UNISYS CORPORATION

By:   
\_\_\_\_\_

Title: CLIENT EXECUTIVE

Date: 6/23/16

Taxpayer Identification No.  
(TIN): \_\_\_\_\_

Louisville/Jefferson County  
Revenue Commission Account  
No.: \_\_\_\_\_

**ATTACHMENT A**

Attachment A

8278-454753  
c/n 382969-1

**SYSTEMS INTEGRATION AGREEMENT**

Agreement No. 97050023

This Agreement consists of the following documents:

- Terms and Conditions
- Statement of Work
- Supplemental Schedule Order - Unisys Form #4305 6209-002

The parties acknowledge they have read and understand this Agreement (including all attached schedules and amendments) and are not entering into this Agreement on the basis of any representations not expressly set forth in it.

**Agreed and Accepted**

Unisys Corporation  
Township Line and Union Meeting Roads  
Blue Bell, PA 19424

Louisville/Jefferson County Revenue Commission  
101 South Eighth Street  
Louisville, KY 40202

Lisa Naas 5/15/97  
(Signature) (Date)

LISA NAAS  
(Printed/typed name) **CONTRACT MANAGER**  
CONTRACT MANAGER  
(Title)

Thomas T. Stouffer 5/6/97  
(Signature) (Date)

THOMAS T. STOFFER  
(Printed/typed name)  
Secretary Treasurer  
(Title)

SYSTEMS INTEGRATION AGREEMENT NO. 97050023

## TERMS AND CONDITIONS

THIS SYSTEMS INTEGRATION AGREEMENT, made and entered into by and between the Louisville/Jefferson County Revenue Commission, hereinafter referred to as "COMMISSION" and UNISYS CORPORATION, Blue Bell, Pennsylvania, herein referred to as "UNISYS",

WITNESSETH:

WHEREAS, the Commission is in need of an Occupational Tax Administration System with respect to the Louisville/Jefferson County Revenue Commission's Tax Administration System; and

WHEREAS, the Commission issued a Request for Proposal (RFP) No. 21493 for said system, and Unisys responded to the RFP by submitting a proposal that complied with the RFP requirements; and

WHEREAS, Unisys has been determined by the Commission to have the necessary experience, expertise and qualifications to provide this system; and

WHEREAS, Unisys was chosen for award of a contract based on the proposal Unisys submitted in response to a competitive RFP process; and

WHEREAS, the parties subsequently negotiated the terms and conditions of the contract to be entered between the parties,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. DEFINITIONS

The following terms will have the following meanings:

- 1.1 "Acceptance Tests" means tests based on objective criteria agreed and documented in the Requirements Definition demonstrating that the System or Modules meet the Specifications.
- 1.2 "Alterations" means the incorporation of non-Unisys supplied components, boards and subassemblies into Equipment, as well as modifications to equipment or Software other than those made by Unisys.
- 1.3 "Attachments" means, but is not limited to, any equipment, software, components or devices, not provided by Unisys, which are connected to Unisys Products by anyone other than Unisys.
- 1.4 "Change Request" means a document used by either party to request changes to the Statement of Work.
- 1.5 "Commission Review Period" means the period for review set out in the Statement of Work following delivery to Commission of a deliverable. If no period is set out in the Statement of Work for a particular deliverable, then the Commission Review Period shall be five (5) working days.
- 1.6 "Customized Software" means software and/or modifications to pre-existing software prepared during a Project according to agreed Specifications.
- 1.7 "Equipment" means the equipment supplied as part of a Project as specified in a Schedule to the Agreement.
- 1.8 "Installation Date" means the date Unisys completes installation of a Product or, if Products are to be installed by Commission, the tenth day following shipment. Delivery and installation of all products will be coordinated as outlined in the Project Management Plan. Delivery of products will occur when the products can be utilized productively, which may include use for development and testing work.
- 1.9 "Module" means a discrete and identifiable part of the System.
- 1.10 "Post Acceptance Support Period" means an agreed period of time following completion of Acceptance Tests when Unisys makes available, at a charge, members of the Project Team to provide consultancy and assistance to Commission.
- 1.11 "Products" means Equipment, Software, documentation (including manuals) and training materials.
- 1.13 "Project" means the Products, services, tasks and deliverables described in an order for Project Services or Statement of Work and related Schedules which is accepted by Unisys under this Agreement.
- 1.14 "Project Management Plan" means the detailed plan, based on the Statement of Work, for administering a Project. The Project Management Plan is updated during the course of the Project to take account of evolving circumstances. Amendment of the Project Management Plan cannot increase the scope of the Project.



- 1.15 "Project Scope Review" means the review of the scope of the remaining tasks in a Project conducted at the end of the design phase.
- 1.16 "Project Services" means the Project Team's efforts to provide deliverables which meet the agreed Specifications.
- 1.17 "Project Team" means the team managed by Unisys which provides Project Services. The Project Team may include Commission personnel and subcontractors approved or appointed by Unisys. Any subcontractors to be utilized by Unisys, other than those subcontractors listed in the proposal submitted by Unisys, shall be approved by the Commission, approval for which will not be unreasonably delayed or withheld.
- 1.18 "Proprietary Information" means Software, diagnostics, documentation, including manuals, and any other information identified in writing as confidential to Unisys, its licensors, or Commission. In addition, Unisys shall treat as confidential any data maintained or used by the Commission pertaining to taxpayers, tax information, taxpayer identification, and other tax data.
- 1.19 "Requirements Definition" means the document defining the requirements for the new system including the acceptance criteria and Acceptance Test procedures. The Requirements Definition may be included in the Statement of Work or may be produced as a deliverable report at an early stage of the Project.
- 1.20 "Schedule" means the agreed Statement of Work and other attachments specifying Products, services, tasks and deliverables to be supplied as part of the Project.
- 1.21 "Software" means the object code version of computer programs and any related documentation, excluding maintenance diagnostics. Software also means the source code version where provided by Unisys. Software also means microcode, not embedded in a circuit element, that enables equipment to function according to its published specifications.
- 1.22 "Software Processing Unit (SPU)" means equipment which controls and executes Software.
- 1.23 "Specifications" means the agreed specifications for Customized Software and other elements of the Project set out in the Requirements Definition, as modified in accordance with the change control provisions of this Agreement.
- 1.24 "Statement of Work" means a specific agreed statement of requirements, tasks and deliverable Products and services defining the scope of a Project.
- 1.25 "System" means the combination of Products delivered by Unisys which are to be tested following customization and integration services for compliance with the Specifications.

## 2. STATEMENT OF WORK / ORDERING PROCEDURES

- 2.1 The specific services to be performed and products to be delivered for the System by Unisys are listed in the attached Statement of Work and Schedules, which are hereby incorporated in the Agreement.
- 2.2 If from time to time Unisys needs to utilize the records or personnel of the Commission relative to the products to be delivered and the services to be performed under this Agreement, then Unisys shall notify the proper agent of the Commission of this need and arrangements may be made for that contingency. However, at no time shall the Commission make available its resources without the full consent and understanding of both parties.
- 2.3 Commission may order additional standard Products and services priced on a time and materials basis by submitting properly completed Unisys supplemental schedule orders referencing these general terms and conditions and signed by Commission. Orders for customized Products or services priced on any basis other than time and materials should be submitted in accordance with the Change Request procedures or through agreement of an additional Statement of Work. All orders are subject to acceptance by Unisys. Acceptance by Unisys will be effective when communicated in writing to Commission. The receipt or deposit by Unisys of a Commission down payment will not constitute acceptance of an order. Any down payment received from Commission will be returned if the order is not accepted by Unisys.
- 2.4 A project may be divided into milestones and phases with specific criteria for completion. Commission recognizes that some activities may be performed concurrently and that efficient use of the resources available to the Project Team and the goal of meeting the planned timetable may mean that activities in subsequent phases are commenced during an earlier phase.

## 3. FEES AND COMPENSATION

### FEES

- 3.1 Prices for Products and services ordered by Commission are set out in the Schedules. The prices in the Schedules relate only to Products actually ordered and do not represent commitments by Unisys as to price levels for possible future orders by Commission.

3.2 Unless otherwise noted in the Schedules, the charges for Products in any accepted order will remain firm until the date of delivery, unless through no fault of Unisys, delivery takes place more than one year after the date of the order. This period shall be two years for the initial order under this Agreement for the quantities of Products listed on the initial attached schedules. If Unisys notifies Commission that an increase in charges will apply to its order, Commission may terminate the affected part of its order by giving written notice to Unisys within ten days of the date of notification of the increase.

3.3 Charges for Product Support Services will not be increased during the first twelve months following the commencement of those services. The charges may be increased thereafter on each anniversary of the commencement date following 90 days prior written notice to Commission, unless otherwise noted on the Product Support Services schedule.

3.4 Charges for Software licenses will not be increased during any initial term, but may be increased before any subsequent term upon 90 days prior written notice to Commission. This will not apply to software listed on the attached schedules in the initial order under this Agreement for which the license charge is a one time charge. For any services provided on a time and materials basis, the charges in the Statement of Work are valid during that calendar year, but are subject to change in subsequent periods. If Software licenses or services are contracted on a month-to-month basis, the charges may be increased at any time following 90 days prior written notice to Commission.

3.5 The estimated timetable and price of the Project Services activities are dependent on the following factors:

- Commission resources and performance of Commission's responsibilities stated in the Statement of Work and Project Management Plan being provided in time.
- Timely carrying out of all Commission review and acceptance procedures.
- Compliance with Change Request procedures.
- Timely replacement of Commission staff assigned to the Project where replacement is reasonably requested by Unisys.
- Additional assumptions set out in the Statement of Work.

Unisys will advise Commission of any impact on the estimated timetable and charges caused by changes in any of these factors and the timetable and charges shall be adjusted subject to approval by Commission, which shall not be unreasonably delayed or withheld. If Unisys performance is prevented or delayed by Commission or its agents, then Commission shall reimburse Unisys for any resultant additional costs.

#### COMPENSATION

3.6 The timing of payments for Products and services for the initial order for the System are listed in the attached Statement of Work. For any additional orders where the Statement of Work, or the order itself, does not contain any specific payment terms, then: (a) for Products, 30 percent of the price is payable at the time of acceptance of an order and the remaining amount will be invoiced at shipment; and (b) charges for services will be invoiced monthly as the services are performed.

3.7 Charges for Product Support Services will be invoiced in advance, monthly, annually or at other periodic intervals; otherwise, charges will be invoiced after the services are performed.

3.8 The payment terms are 30 days from the date of the invoice. Unisys may impose a late payment charge equal to the lesser of (a) 1 1/2% per month or (b) the maximum rate allowed by law. This late payment charge shall only apply after 45 days from the receipt by the Commission of an invoice.

#### 4. EFFECTIVE DATE and DURATION

4.1 This Agreement will become effective when signed by duly authorized representatives of both parties and will continue in effect until terminated according to its terms.

4.2 In the event of termination, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement.

#### 5. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this agreement nor does it cause Unisys to be an officer or official of the government. By executing this agreement, the parties herein certify that its performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

#### 6. ORDINANCE COMPLIANCE

It is hereby understood that the parties are bound by the provisions of Chapter 37 of the Louisville Code of Ordinance where applicable. Chapter 37 of the Louisville Code of Ordinances is expressly incorporated herein, to the extent applicable.

#### 7. RECORDS - AUDIT

Unisys shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Unisys costs which are chargeable to the Commission under this Agreement; and the Commission shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Unisys shall include (without limitation): (a) payroll records accounting for total time distribution of Unisys employees working full or part time on the work (to permit tracing to payroll and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Unisys stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

#### 8. INSURANCE REQUIREMENTS

Unisys will maintain the following insurance:

8.1 **COMPREHENSIVE GENERAL LIABILITY OR COMMERCIAL GENERAL LIABILITY**, via the Occurrence Form, with a \$1,000,000 Combined Single Limit for any one Occurrence for Bodily Injury, Personal Injury and Property Damage, including:

- a. Premises - Operation Coverage
- b. Completed Operations
- c. Contractual Liability
- d. Independent Contractors
- e. Personal Injury

8.2 The following clause shall be added to the Unisys Commercial/Comprehensive General Liability Policy:

The Commission is added as an "Additional Insured" as respects operations of Unisys performed under Contract with the Commission, but only to the extent of the Liability assumed by Unisys in Article 27 of this Agreement.

8.3 **AUTOMOBILE LIABILITY**, insuring all Owned, Non-Owned and Hired Motor Vehicles. The "Any Auto" symbol is required for this Liability coverage. \$1,000,000 Combined Single Limit for any one accident.

8.4 **WORKERS' COMPENSATION** insuring the employees' obligations under Kentucky Revised Statutes Chapter 342. Statutory Limits and Employers' Liability - \$100,000 for any one occurrence.

8.5 Insurance is to be placed with Insurance Companies with an A.M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Commission's Risk Management Division prior to coverage being bound with such Insurance Company.

8.6 Unisys shall procure and maintain insurance policies as described herein and for which the Commission shall be furnished Certificates of Insurance upon the execution of this Agreement. The Certificates shall include provisions stating that the policies may not be canceled or materially amended without the Commission having been provided at least (30) thirty days written notice. The Certificates shall identify the Agreement to which they apply and shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Agreement, renewal Certificates of Insurance shall be furnished to the Commission before the expiration date, to assure continuous coverage during the term of this Agreement.

#### 9. REPORTING OF INCOME / TAXES

9.1 The compensation payable under this Agreement is subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Commission to report all amounts in excess of \$600.00 paid to non-corporate contractors. Unisys agrees to furnish the Commission with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Unisys further agrees to provide such other information to the Commission as may be required by the IRS or the State Department of Revenue.

9.2 Prices are exclusive of taxes. Commission will pay all taxes, however designated, Unisys becomes obligated to pay or collect by virtue of the Project, except corporate license taxes, taxes based on the net income of Unisys, and Unisys employee taxes, such as payroll, withholding, Social Security, or employee occupational taxes. All personal property, customs duties and similar taxes assessed after shipment will be paid by Commission or Commission will provide Unisys with a tax exemption certificate acceptable to the relevant taxing authority.

#### 10. PROJECT ADMINISTRATION

- 10.1 The parties acknowledge that cooperative project administration is essential to the success of a Project. Both parties agree to use mutually agreed processes and forms to report progress and to identify, track and resolve problems, issues and questions. Unless otherwise agreed, the processes will be based on Unisys methodologies and will be recorded in the Project Management Plan.
- 10.2 Each party shall appoint a project manager who shall be the primary representative of the party in relation to administration and other matters relative to the technical activity of the Project. Each party may rely on the authority of the other party's project manager to represent its respective company, provided that neither project manager shall have the authority to amend or modify this Agreement or the express terms of an order.
- 10.3 Unless otherwise agreed in writing by authorized representatives of the parties, neither party may solicit the services (by way of employment or otherwise) of the other party's personnel during a Project and for the period ending twelve months after the end of the Post Acceptance Support Period.

#### 11. REQUIREMENTS DEFINITION AND DESIGN PHASES

- 11.1 Requirements Definition Phase - The Requirements Definition defines the scope of the Project, the Specifications, the acceptance criteria and the procedures for Acceptance Tests. The initial phase of the Project will be the preparation of a Requirements Definition by Unisys based upon input from the Commission. When accepted by Commission, the Requirements Definition report shall constitute the complete statement of the functional and system specifications to be implemented in satisfaction of the Commission's requirements and shall supersede all previous descriptions or statements of requirement.
- 11.2 System Design Phase - In the design phase, the Requirements Definition is converted into documents which identify and describe the specific information processing functions to be provided and the associated software and equipment components of the integrated system and descriptions of individual technology components in a level of detail sufficient to allow the Project Team to produce, acquire, develop and test the required components. When accepted by Commission, the System Design report shall constitute the complete statement of the functional and system specifications to be implemented in satisfaction of the Commission's requirements and shall supersede all previous descriptions or statements of requirement.

#### 12. PROJECT SCOPE REVIEW

- 12.1 Prior to the completion of the requirements definition and design phases, the scope of the Project (including manpower, Equipment, Software, and savings) is not fully defined. Therefore, at the end of the design phase, the parties will enter into a project scope review.
- 12.2 As part of the Project Scope Review, Commission may request that Unisys provide either a fixed price quote or a time and materials estimate for the remaining tasks in the Project. The parties recognize that any estimates of time and materials prices are not binding and that the actual price for completing the remaining tasks may be higher or lower than the estimates. Unisys will provide its proposal in writing for review by the Commission.
- 12.3 If the pricing proposal made by Unisys is higher than previous estimates and if the Commission does not agree to the proposal during the Commission Review Period, Commission may request a reduction in the scope of the Project. In the event that the parties cannot agree during the Project Scope Review to the Specifications, planned timetable and price, then either party may terminate the Agreement for the remaining parts of the Project with no liability to the other party except for the payment for services performed and Products procured prior to termination.

#### 13. CUSTOMIZATION AND DEVELOPMENT

The Statement of Work requires the delivery of Customized Software and the Project Team will provide services to produce Customized Software developed in accordance with the Specifications. Modifications or development work to prepare Customized Software will be conducted on Commission's equipment and software, Products to be supplied to Commission in the Project or using computer time rented for the Project. Unisys may deliver Customized Software in the form of Modules.

**14. CHANGE CONTROL**

14.1 If either of the parties wish to alter the Specification or the Statement of Work the following procedure will apply:

(a) The person who requests the change (the "Originator") will forward to the other party (the "Recipient") a Change Request which will include the following:

- Project identification
- Originator's name and title
- The date of the Change Request
- A description of the proposed change
- The reason for the proposed change.

(b) Unisys will assign a number to and log each Change Request.

(c) All Change Requests will be categorized by the Originator as Priority 1 (urgent) or Priority 2 (ordinary) or Priority 3 (post acceptance).

(d) Unisys will make reasonable efforts to investigate the impact of the Change Request on the price, timetable, Statement of Work, Specifications and relevant obligations under the Agreement (the "Impact Study") in accordance with the schedule set out in the Project Management Plan for each priority category.

(e) If Commission is the Originator, Unisys will inform the Commission if there will be any charges for Unisys services in conducting the Impact Study and Commission will decide whether Unisys should conduct the Impact Study.

(f) If both parties agree on the Impact Study and any necessary amendments to the price, timetable, Statement of Work, Specification and relevant obligations under the Agreement, the Agreement will automatically be varied to take into account the agreed changes.

(g) If the parties cannot agree upon the Impact Study or the necessary amendments under Section 14.1, the Change Request will not be implemented.

14.2 The parties will agree in the Project Management Plan to a period prior to any scheduled delivery for review and acceptance at which the Specifications will be frozen. Any subsequent Change Request will be dealt with after acceptance by the Commission.

**15. COMMISSION RESOURCES AND RESPONSIBILITIES**

15.1 The parties acknowledge that cooperation and teamwork by both parties is essential to the success of a Project. Commission agrees to provide the resources detailed in this Section 15 and the Statement of Work at no charge to Unisys and in performance with the timetable defined in the Project Management Plan. Commission agrees not to unreasonably withhold or delay the provision of any agreement, acceptance, information, assistance or other resource required, or requested, of Commission hereunder.

15.2 Commission shall provide all information, data and documentation reasonably required by Unisys to deliver the services, Products and System. With respect to any software, documentation, interfaces, data or specifications supplied by Commission ("Commission information"), Commission warrants to Unisys that it has the right to use and to disclose to Unisys all Commission information so provided. Commission will, at its own expense, indemnify and hold Unisys harmless against any loss or damage arising from any claim based on the absence of such right in whole or in part.

15.3 Commission shall assign specific Commission managerial, technical and user personnel as reasonably requested by Unisys to participate in essential Project activities, including, preparation and review of Specifications, software development, testing, migration activities, data conversion, training, operations, and project administration. Commission staff shall be assigned to correspond to the Unisys team functions detailed in the Project Management Plan. Commission shall ensure that all such staff have reasonably adequate skills and experience for their respective functions and comply with the reasonable directions and requests of Unisys in implementation of the Project.

15.4 Commission shall provide Unisys with adequate access to Commission's premises and equipment, including office, data processing and communication facilities reasonably required for performance of the services. Unisys personnel shall comply with Commission's reasonable regulations and procedures applicable to all third party contractors which are communicated to Unisys prior to contract signature while on Commission's premises.

#### 15.5 Operating Responsibilities

- (a) Commission has responsibility for the operational use of the Products, including operating procedures, audit controls, accuracy and security of input and output data, restart and recovery routines, and other procedures necessary for Commission's use of the Products.
  - (b) Commission is responsible for making sure that operation personnel are, at all times, educated and trained in the proper use and operation of the Products and that the Products are used in accordance with applicable manuals and instructions.
  - (c) Commission is responsible for maintaining back-up data necessary to replace Commission data that is lost or damaged from any cause.
- 15.6 Unisys is providing Product Support Services or warranty services, and Commission will (a) maintain the operating environment according to the manufacturer's specifications, (b) provide adequate working and storage space for use by Unisys personnel near the equipment, (c) provide Unisys full access to the equipment and sufficient computer time, subject only to City's security rules applicable to its suppliers which are communicated to Unisys, (d) follow Unisys procedures for determining if remedial service is required, (e) follow Unisys instructions for operator maintenance and obtaining services, (f) provide a memory dump and additional data in machine readable form if requested, (g) use reasonable efforts to reproduce suspected errors or malfunctions in Software, and (h) install all error corrections and maintenance releases supplied by Unisys.

#### 16. CLIENT REVIEW AND ACCEPTANCE PROCEDURES

- 16.1 If the Statement of Work identifies deliverables that are subject to Commission review and acceptance, then the provisions of this Section 11 shall apply. For Products where no Commission acceptance is required, then the Product will be considered accepted on its Installation Date.
- 16.2 The sole purpose of the client review and acceptance procedures is to verify that the deliverable complies with the Specifications.
- 16.3 By the end of the Commission Review Period for any deliverable, Commission shall:
- accept the deliverable as complying with the Specifications; or
  - provide a written statement identifying in reasonable detail all deviations between the deliverable and its Specifications.
- If any deviations from the Specifications require only minor corrections and do not materially affect the functional operation of the System or a Module thereof, then the deliverable will be considered accepted and the deviations will be corrected within an agreed period after acceptance.
- 16.4 If the Commission identifies deviations from the Specifications, then Unisys will make corrections as soon as reasonably possible and Commission will promptly execute specific tests or review procedures to verify the corrections.
- 16.5 Acceptance will occur upon the earlier of (a) the date Commission accepts the deliverable in accordance with Section 16.3; (b) five (5) days from the scheduled end of the Commission Review Period where Commission has not notified Unisys in accordance with Section 16.3; or (c) the date Commission processes live data through the System for purposes other than carrying out Acceptance Tests.
- 16.6 Unisys shall be entitled to rely on Commission's acceptance of a deliverable in performing later phases of the Project.
- 16.7 Where the Commission review and acceptance procedures for a deliverable include Acceptance Tests, the following additional procedures apply:
- (a) Test data, scripts, and procedures shall be prepared in accordance with the Project Management Plan. It is acknowledged that the Project Team may use such items during the Project before formal testing to preliminarily identify problems and deviations from Specifications and to rectify or correct them as part of the development process.

(b) Acceptance testing procedures and acceptance criteria shall be identified in the Project Plan after review and agreement by both parties. At that time, the acceptance testing procedures and acceptance criteria shall become terms and conditions of this Agreement as if fully set out herein.

(c) Acceptance Tests shall be carried out for the continuous period set forth in the Statement of Work unless mutually rescheduled by the parties in writing. If Commission fails to attend on an agreed date, Unisys shall be entitled to proceed in Commission's absence and Commission shall be deemed to have concurred with the results reported by Unisys.

(d) Commission shall use agreed procedures and forms to promptly report to Unisys all significant deviations from the Specifications detected during the Acceptance Test. Unisys will attempt to correct as many such deviations as possible during the Acceptance Test. Uncorrected deviations shall be included in a final report for corrective action.

#### **17. POST ACCEPTANCE SUPPORT PERIOD**

Unisys will assist Commission by supplying members of the Project Team to advise and consult with Commission following acceptance. The initial period for the Post Acceptance Support Period and the number of Project Team members whose services are purchased by the Commission are set out in the Statement of Work. Commission may request changes to the time period or number of people by giving Unisys 30 days advance notice and Unisys will notify Commission whether the resources are available and the price for them.

#### **18. TRAINING**

18.1 Commission may acquire Unisys services to recommend or develop a training program for Commission's personnel. Unisys publishes a course catalog setting out the time, locations and conditions for scheduled courses. Unisys offers customized courses which will be held at mutually agreed locations. If the courses are to be held on premises other than those of Unisys, then Unisys will notify Commission in advance of the training facilities which Commission should provide.

18.2 Training courses are subject to conditions concerning the minimum and maximum size of classes, the period of advance notice which must be provided for ordering or cancelling a class and the prerequisite knowledge required of course participants. All charges and expenses involved in attending courses will be borne by Commission.

18.3 Training materials are licensed to Commission solely for Commission's and other permitted users' internal use.

#### **19. PRODUCTS SUPPLIED**

Unisys will supply and Commission will purchase and take delivery of the Products ordered in the Schedule. If any Products ordered are not available at the time of shipment, Unisys may substitute compatible products of equivalent or superior functionality and performance with the consent of the Commission, which will not be unreasonably delayed or withheld.

#### **20. DELIVERY AND INSTALLATION**

20.1 Documentation - Unisys will provide Commission with one copy of the then current user documentation, in paper, and one copy in electronic form if available, for use with the Products ordered; and, environmental specifications for Equipment, where applicable. Additional copies may be purchased from Unisys, or produced by the Commission for internal use by it or its intended users, on the condition that the Commission will always include the copyright notice on all copies.

20.2 Site Preparation - Prior to delivery of Equipment, Commission will prepare the installation site and will continue to maintain the installation site according to the environmental specifications set out in the documentation.

20.3 Delivery - Unisys will arrange for delivery of Products and, if transportation prices are not included in the Schedule, Commission will pay for transportation in accordance with the Unisys published transportation charges in effect at the time of delivery or, if Unisys has not published any

such charges, Commission will pay Unisys for transportation charges actually incurred. There will be no separate charge to the Commission for transportation costs for delivery of the products listed on the original schedules attached to this agreement.

**20.4 Installation** - The Schedules identify which Products are to be installed by Unisys. All Products to be installed by Unisys will be installed during Unisys normal working hours unless otherwise agreed. Commission will pay for all cables and site specific installation materials required to install the Equipment at Commission's site. Commission may arrange for installation by Unisys of Commission-installable Products, subject to the then-current standard Unisys charges and conditions.

**20.5 Special Site Requirements** - If additional labor and rigging is required for installation due to Commission's special site requirements, Commission will pay those costs including costs to meet union or local law requirements.

## **21. LICENSE OF SOFTWARE**

**21.1 Grant of License** - For software included in the initial order and listed in the attached schedules, Unisys grants to the Commission, the City of Louisville, Kentucky and Jefferson County, Kentucky a perpetual, non-exclusive and non-transferable, royalty free license to use Software and related documentation according to the terms and conditions of this Agreement, solely for internal data processing requirements. The license will continue to be conditioned on the specific number of users licensed, and if the software is moved to another SPU, it must be removed from the former SPU. This license does not allow the Commission to maintain the software on multiple SPUs without obtaining any required additional licenses, with the exception of the MITIS software, which the Commission may run on any SPU, or multiple SPUs for their internal use, or for other permitted users' internal use. In the event that a separate license agreement from the owner of the Software accompanies non-Unisys commodity Software, then the terms of the separate license agreement terms will replace the license grant for that Software, including any additional license requirements for the transfer of Windows or NT from one SPU to another SPU.

**21.2 Modification of Software** - Commission may develop application programs, may modify any Unisys application Software and may combine such with other programs or materials to form an updated work, provided that upon discontinuance or termination of the license, the Unisys application Software will be removed from the updated work and returned to Unisys. Commission will not modify Software which bears a copyright notice of any third party without the express agreement of the third party.

**21.3 Decomposing** - Commission will not decompile any Software provided under the Agreement.

**21.4 Backup Copies** - Commission will not make copies of software, with the exception of making archival copies (for backup purposes) of each item of Software. Each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. If the SPU on which any item of Software is licensed becomes temporarily unavailable, use of such Software may be temporarily transferred to an alternative SPU.

**21.5 Additional Licenses** - Commission may not: (a) use Software in a service bureau mode, (b) use Software at another location, or (c) transfer operational use of the Software to a third party, without prior permission in writing from Unisys. Following a request, Unisys will advise Commission whether, and under what terms and conditions, Unisys will license the Software as requested. All restrictions applicable to Commission will also apply to any permitted service bureau use or use by other permitted third party users.

**21.6 No Transfer of Title** - This Agreement does not transfer to Commission title to any intellectual property contained in any Software, documentation or Proprietary Information.

**21.7 Unauthorized Use of Software** - No party shall be entitled to use any Software unless the party has a valid written license to use such Software and all applicable charges for the use of such Software have been paid, except that Commission may authorize temporary use of Software by a third party, only for Commission's benefit, to assess, test or develop software programs, or to perform consulting services and studies, provided such third party agrees in writing to be bound by the provisions of this Agreement regarding Proprietary Information and Software.

## **22. LICENSE OF CUSTOMIZED SOFTWARE**

Customized Software is licensed as follows:



(a) If the Customized Software consists of modifications, additions or enhancements to pre-existing Software, then the license from Unisys to Commission will be on the same basis as Section 21.

(b) For other Customized Software upon payment of all sums under the Agreement, Unisys grants Commission a non-exclusive, perpetual, irrevocable, royalty free license to use, modify and copy the Customized Software.

## **23. PRODUCT SUPPORT SERVICES**

**23.1 General** - The Agreement includes provisions for Product Support Services, and Unisys will provide the Product Support Services listed in the Schedules.

### **23.2 Conditions**

(a) Equipment parts which are removed for replacement by Unisys under Product Support Services and warranty service become the property of Unisys.

(b) To determine eligibility and prerequisites for Product Support Services, Unisys may require inspection, at Commission expense, of equipment which (i) has not been maintained continuously by Unisys from the date of purchase by Customer or (ii) has been relocated.

(c) All equipment, interconnected by signal and power cables, and non-application software, located at the same site and which are subject to Product Support Services are required to be supported at the same service level as the SPU. Local area networks, workstations and remote data communication Products are not required to be at the same service level as the SPU.

(d) Unisys is providing Product Support Services, and Commission will give Unisys prior written notice of any proposed Alterations or Attachments to equipment. Unisys has no obligation to provide Product Support Services for non-Unisys attachments, altered equipment or modified Software. Should Unisys agree to maintain, support or correct altered Products, Unisys may impose additional charges.

### **23.3 Termination**

(a) Unisys may suspend Product Support Services if any payment under this Agreement is more than 30 days past due.

(b) Unisys may terminate Product Support Services or change the levels of support available to an item of Software upon six months written notice or at the expiration of the then-current term for Product Support Services, whichever occurs earlier. If Unisys terminates Product Support Services, Unisys will provide Product Support Services on a mutually agreeable time and material basis. Rates will be based on the Unisys Service rates in effect at that time.

(c) Unisys may terminate Product Support Services on 30 days prior written notice if Unisys determines that any Alterations, Attachments, Commission modification or failure to install a maintenance release will materially interfere with the provision of such services.

## **24. SECURITY INTEREST**

Unisys reserves a purchase money security interest in Equipment until payment in full is received for all Equipment delivered to Commission and, for that purpose, this Agreement is a security agreement. By signing this Agreement, Commission authorizes Unisys or its agent to sign the necessary financing statements on behalf of Commission, or to file a reproduction of a financing statement. Alternatively, Unisys may file this Agreement or a copy of this Agreement to perfect its security interest. If this Agreement or a copy of it is filed, information concerning the security interest may be obtained from Unisys at the address stated in Section 30.

## **25. PROTECTION OF PROPRIETARY INFORMATION**

**25.1 General** - The parties will keep in confidence and protect their respective Proprietary Information from disclosure to third parties and restrict its use as provided in this Agreement. All materials containing Proprietary Information will be marked "Proprietary", "Confidential", or in a manner which gives notice of its proprietary nature. Unisys will treat as Confidential any tax data or tax information regardless of whether or not it is marked, but

all other data or information for which the Commission requests confidential treatment must be marked appropriately, as set out above. Proprietary Information will not be copied, in whole or in part, except when essential for authorized use under this Agreement. Each copy, including its storage media, will be marked by the party making the copy with all notices which appear on the original. The obligations stated in this Section 25 do not apply to Proprietary Information: (a) already known to the recipient at the time of disclosure; (b) independently generated by the recipient and not derived from the Proprietary Information supplied by the disclosing party; (c) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the Proprietary Information; (d) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or (e) required to be disclosed by the recipient by law, regulation, Court order, or other legal process.

**26.2 Destruction or Return of Confidential Information** - Upon termination or cancellation of any license granted under this Agreement, Commission will destroy (and, in writing, certify destruction) or return to Unisys all copies of the Software and documentation the license for which has been so terminated or canceled and any other related Proprietary Information in Commission's possession (including Proprietary Information incorporated in other software or writings.) Upon Commission's request when such information is no longer necessary for the Project, Commission's Proprietary Information shall be promptly returned to Commission or destroyed by Unisys.

**26.3 Ideas** - Any ideas, concepts, know-how, data processing techniques, Software, documentation, diagrams, Specifications, schematics or blueprints developed by Unisys personnel (alone or jointly with Commission) in connection with services provided to Commission will be the property of Unisys. Unisys grants to Commission a non-exclusive, royalty free license to use any of the foregoing in accordance with the terms of this Agreement.

**26.4 Support Materials** - Commission acknowledges that all support materials, including without limitation, diagnostic software, are the property of and include Proprietary Information of Unisys or its licensors. Commission assures that such materials will be used only by Unisys maintenance personnel, and that Unisys has the right to remove such materials from Commission's facility at any time. This provision applies even though such materials may be listed in the Unisys price lists, catalogs, invoices or contracts.

**26.5 Employees** - Each party will inform its respective employees of the obligations under this Section 26.

**26.6 IRS Requirements** - Unisys will comply with IRS confidentiality requirements included in IRS Publication 1075, where applicable.

**26.7 Indemnification/Limitation of Liability** - Unisys will, at its own expense, indemnify and hold Commission harmless against any loss or damage arising from any third party claim based on an unauthorized disclosure of Confidential or Proprietary Information by Unisys in violation of this Section 25, with total Unisys liability under this Section not to exceed \$1,000,000. This Section 26.7 shall govern in case of conflict with Section 27 of this Agreement.

## **26. WARRANTIES AND DISCLAIMERS**

**26.1 General** - Acceptance Tests in accordance with agreed criteria and procedures provide the mechanism for determining whether the System and customized parts of it meet the Commission's requirements as set out in the Requirements Definition. Unisys shall correct defects discovered during testing in accordance with the acceptance test procedures of the Agreement. Services during the Post Acceptance Support Period purchased by the Commission can be used to correct deviations from Specifications and make changes to the System and Modules following acceptance. In addition, individual Products may have warranties provided by the manufacturer or licensor. For Products warranted by Unisys, the warranties are set out in this Section 24. Unless otherwise stated with respect to specific Products, Unisys makes no representation or warranty with respect to non-Unisys Products provided to Commission, all of which are sold or licensed to Commission "AS IS". Commission agrees to look solely to the warranties and remedies, if any, provided by the manufacturers or licensors of such Products. Unisys will provide assistance to Commission in seeking warranty service from the third party manufacturer or licensor.

### **26.2 Equipment**

(a) For Equipment covered by a Unisys warranty, Unisys warrants that Equipment will be free from defects in material and workmanship and will substantially conform to relevant Unisys published specifications for the period from its Installation Date set out in the Schedule. During this warranty period, Unisys will repair or replace any defective Equipment promptly reported or sent to Unisys by Commission which Unisys determines was defective due to faulty material or workmanship. Commission will pay transportation and insurance costs to ship Equipment if an off-site repair location is designated by Unisys. Unisys will pay the return costs if the Equipment was defective. Labor costs of diagnosis are not included in this warranty.

(b) Because Equipment requires on-going maintenance, the preceding warranty is not a substitute for Product Support Services, which are available to Commission for a charge.

(c) All equipment in the original order listed on the attached schedules will be ordered as newly manufactured equipment. Any additional equipment ordered (i) may be newly manufactured, (ii) may be assembled from new or serviceable used parts that are equivalent to new parts in performance, or (iii) may have been previously installed.

### 26.3 Software

(a) For Software covered by a Unisys warranty, Unisys warrants that for the period from its installation Date set out in the Schedule, such Software in its unaltered form will conform substantially to the then-current published functional specifications, provided such Software is used in a manner consistent with any applicable minimum equipment and software configuration specifications. Unisys will make reasonable efforts to correct such errors reflecting significant deviations from the functional specifications as are reported by Commission to Unisys during such warranty period.

(b) Because not all defects in Software can or need be corrected, Unisys does not warrant that all Software defects will be corrected. Similarly, Unisys does not warrant that the functions contained in the Software will meet Commission's requirements or that the Software will operate in combinations selected for use by Commission which are not set out in the agreed Requirements Definition.

### 26.4 Product Support Services

(a) Unisys warrants that Equipment and Software will be supported according to the specific service plan selected. Unisys sole and exclusive obligations under this warranty will be to conform to the service descriptions set out in the service plan.

(b) Product Support Services and warranty service do not cover the parts and service required to repair damage attributable to: (i) alterations, out-of-specification supplies, or defects in design, material or workmanship of non-Unisys products and services; (ii) accidents, misuse, negligence or failure of Commission to follow instructions for proper use, care and cleaning of Equipment; (iii) external factors (e.g., failure or fluctuation of electrical power or air conditioning, fire, flood); or (iv) failure by Commission to comply with environmental specifications.

**26.5 DISCLAIMER.** EXCEPT AS EXPRESSLY STATED IN THESE TERMS AND CONDITIONS, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE ARE HEREBY EXCLUDED. REPRESENTATIONS NOT EXPRESSLY STATED IN THE SPECIFICATIONS ARE SPECIFICALLY DISCLAIMED BY UNISYS. UNISYS DOES NOT WARRANT THAT THE SYSTEM WILL MEET COMMISSION REQUIREMENTS NOT EXPRESSED IN THE SPECIFICATIONS. UNISYS DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNISYS WARRANTIES WILL NOT APPLY AND UNISYS WILL NOT BE RESPONSIBLE IF AN ATTACHMENT OR ALTERATION OF PRODUCTS, DIRECTLY OR INDIRECTLY, RESULTS IN: (A) ANY MALFUNCTION, NONPERFORMANCE OR DEGRADATION OF PERFORMANCE OF PRODUCTS; OR, (B) PERSONAL INJURY OR DAMAGE TO PROPERTY AND PRODUCTS.

### 27. LIMITATION OF LIABILITY / INDEMNIFICATION

27.1 UNLESS FURTHER LIMITED ELSEWHERE IN THIS AGREEMENT, THE ENTIRE LIABILITY OF UNISYS AND COMMISSION'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, WILL NOT EXCEED THE CHARGES PAID TO UNISYS DURING THE EIGHTEEN (18) MONTH PERIOD IMMEDIATELY PRIOR TO NOTICE PURSUANT TO SECTION 31.6 FOR THE PRODUCTS OR SERVICES WHICH ARE THE SUBJECT MATTER OF OR DIRECTLY RELATED TO THE CAUSES OF ACTION ASSERTED. THIS LIMITATION OF LIABILITY DOES NOT APPLY TO CLAIMS COVERED BY SECTIONS 27.3 OR 28.

27.2 IN NO EVENT WILL UNISYS BE LIABLE FOR (A) ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, REVENUES, PROFITS OR SAVINGS, EVEN IF UNISYS KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, (B) CLAIMS, DEMANDS OR ACTIONS AGAINST COMMISSION BY ANY PERSON, EXCEPT WITH REGARD TO CLAIMS, DEMANDS, OR ACTIONS ARISING UNDER SECTIONS 27.3 OR 28, OR (C) LOSS OF OR DAMAGE TO COMMISSION DATA FROM ANY CAUSE.

27.3 Notwithstanding the foregoing, Unisys agrees to defend and indemnify Commission against claims for damage to tangible property or injury to persons, including death, to the extent proximately caused by the negligent acts or omissions of Unisys.

27.4 As part of the provision of consulting services and its on-going relations with Commission, Unisys may direct Commission to third parties having products or services which may be of interest to Commission for use in conjunction with the Products. Notwithstanding any Unisys recommendation, referral or introduction, Commission will independently investigate and test third-party products and services and will have sole responsibility for determining suitability for use of third-party products and services. Except with respect to products and services supplied by Unisys as prime contractor, Unisys has no liability with respect to claims relating to or arising from use of third party products and services.

27.5 If an arbitration panel or court of competent jurisdiction determines that relevant laws in force may imply warranties and liabilities which cannot be excluded or limited or which can only partly be excluded or limited, then the limit on Unisys liability set out in this Agreement shall apply to the fullest extent permitted by law. If Unisys cannot exclude or limit a warranty or liability imposed by law, this Agreement shall be read and construed subject to such provisions of law.

## **28. PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION**

28.1 Unisys, at its own expense, will defend and indemnify Commission against claims that Customized Software and Unisys Products furnished under this Agreement infringe a United States patent or copyright or misappropriate trade secrets protected under United States law.

28.2 As to any Product which is subject to a claim of infringement or misappropriation, Unisys may elect to (a) obtain the right of continued use of such Product for Commission or (b) replace or modify such Product to avoid such claim. If neither alternative is available on commercially reasonable terms, then at the request of Unisys, in the case of Equipment Commission will discontinue use and return such equipment and Unisys will grant a credit for the price paid to Unisys, less a reasonable offset for use and obsolescence; in the case of Software, the applicable license will be terminated and no further charges will accrue.

28.3 Indemnities will not apply if any claim of infringement or misappropriation: (a) is asserted by a parent, subsidiary or affiliate of Commission; (b) results from Commission's design or specification of any Product; or (c) results from an Alteration or Attachment.

28.4 This Section 28 states the entire liability of the indemnifying party and the other party's sole and exclusive remedies for infringement or misappropriation of third party patents, copyrights or trade secrets.

## **29. TERMINATION AND CANCELLATION**

29.1 Either party may cancel the agreement in the event that the other party is in substantial breach of the Agreement and has not corrected the breach within sixty (60) days of written notice to do so identifying the breach of the Agreement.

29.2 Either party may terminate any license for Software or any Product Support Services upon expiration of the applicable term by providing 30 days prior written notice. Failure to give such notice will result in a renewal or extension of the license or service in accordance with the provisions of this Agreement. The licenses for any Software that is specific to an SPU will automatically terminate upon Commission's discontinuance of use of the SPU on which the Software was licensed, at which time Commission must either destroy or return the Software and documentation to Unisys. Upon termination or cancellation of Product Support Services, Commission shall return all diagnostics to Unisys.

29.3 Without prejudice to other remedies, Unisys may cancel or suspend this Agreement or any order placed under it, for default and repossess Products (excluding only Equipment for which the purchase price has been fully paid), if, upon written notice Commission fails to (a) make any payment identified as delinquent (including payment of charges for services) within ten (10) days or (b) cure any default relating to protection of Proprietary Information or Software Licenses within thirty (30) days.

29.4 If the government body that appropriates Commission's funds for data processing does not allocate such funds beyond the then-current fiscal period, Commission may terminate all or any portion of this Agreement. Commission will be liable for any accumulated payments due prior to the effective date of the new fiscal year. The Commission agrees they will not use this provision to obtain products or services from any third party.

29.5 Termination or cancellation of this Agreement will not affect any rights or duties arising under it with respect to protection of Proprietary Information, indemnities or security interests.

## **30. NOTICES**

- 30.1 All notices required by this Agreement to be given to Commission will be sent to its address on the cover page of this Agreement.
- 30.2 All notices related to indemnities and dispute resolution and all requests for information about any security interests will be sent by certified or registered mail and, when given to Unisys, addressed to:

Office of the General Counsel  
 Unisys Corporation  
 Township Line and Union Meeting Roads  
 Blue Bell, PA 19424  
 cc: Regional Vice President

All other notices to Unisys will be sent to the Unisys office which has been servicing Commission.

### 31. DISPUTE RESOLUTION/ARBITRATION

- 31.1 The parties shall attempt to resolve all disputes under the Agreement. As part of the Statement of Work or Project Management Plan, the parties shall prepare internal escalation procedures for disputes.
- 31.2 In the event that a dispute remains unresolved despite good faith efforts of the parties, any controversy or claim arising out of or relating to this Agreement or the breach thereof will be settled by arbitration in accordance with the Rules of the American Arbitration Association ("AAA") then in effect, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. Any such arbitration will be conducted in the city nearest Commission's main U. S. office having an AAA regional office. Unless otherwise agreed, there will be three arbitrators. The arbitrators will be selected from a panel of persons having experience with and knowledge of electronic computers and the information services business, and at least one of the arbitrators selected will be an attorney.
- 31.3 The arbitrators will have no authority to award punitive damages nor any other damages not measured by the prevailing party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the terms and conditions of this Agreement.
- 31.4 Either party, before or during any arbitration, may apply to a court having jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of the arbitration proceedings. Arbitration will not be required for actions for recovery of specific property, such as actions for replevin.
- 31.5 Neither party nor the arbitrators may disclose the existence or results of any arbitration hereunder without the prior written consent of both parties.
- 31.6 Before starting arbitration or any other form of legal or equitable proceeding, the aggrieved party will give the other party written notice according to Section 30 describing the claim and amount as to which it intends to initiate action and the prior effort it has made pursuant to Section 31.1 to resolve the dispute.

### 32. OTHER PROVISIONS

- 32.1 Entire Agreement - This Agreement constitutes the entire agreement between the parties with respect to the Products and services provided hereunder and supersedes all prior proposals and agreements, both written and oral, and all other written and oral communications between the parties. The terms and conditions of this Agreement will supersede all other terms and conditions submitted by Commission, including any preprinted terms on any Commission purchase orders.
- 32.2 Force Majeure - Except with respect to payment obligations, neither party will be liable for failure to fulfill its obligations under the Agreement when due to causes beyond its reasonable control.
- 32.3 Conditions for Indemnities - The indemnities provided by either party in this Agreement are dependent on the party receiving the claim: (a) giving the other party prompt written notice of such claim, (b) permitting the other party to defend or settle the claim, (c) not at any time admitting liability in respect of the whole or any part of the claim or agreeing to settle or dispose of the claim, and (d) providing all reasonable assistance to the indemnifying party in defending or settling the claim.

32.4 Non-Waiver - Any failure or delay by either party in exercising any right or remedy will not constitute a waiver.

32.5 Choice of Law - THE FORMATION, INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT WILL BE GOVERNED BY THE LOCAL LAWS OF THE COMMONWEALTH OF KENTUCKY.

32.6 Risk of Loss - All risk of loss or damage to Products will pass to Commission upon delivery to Commission's location.

32.7 Assignment - Unisys may assign this Agreement or its interest in any Equipment with consent of the Commission, and may assign the right to receive payments, without Commission's consent. Any such assignment, however, will not change the obligations of Unisys to Commission. Commission will not assign or transfer its rights or obligations under this Agreement without prior written consent of Unisys, but may assign rights and obligations to permitted users defined in this Agreement, and may make an assignment for the purposes of financing without the consent of Unisys. Any assignment or transfer prohibited by this provision will be void. Unisys may subcontract any services described in this Agreement to third parties selected by Unisys, subject to approval of the Commission, which shall not be unreasonably delayed or withheld. The subcontractors listed in the Unisys proposal submitted in response to RFP No. 21493 are hereby approved by the Commission. Any additional subcontractors Unisys proposes to use are subject to the approval of the Commission, which will not be unreasonably delayed or withheld.

32.8 Modification of Agreement - The terms and conditions of this Agreement may be modified only by a writing signed by a Unisys Vice President, Information Services Principal, General Manager or Contracts Manager.

32.9 Limitation for Actions - No arbitration proceeding or legal action, regardless of its form, related to or arising out of this Agreement, may be brought by either party more than two years after the cause of action is discovered, or could have been discovered.

32.10 Severability - Each paragraph and provision of this Agreement is severable, and if one or more paragraphs or provisions are declared invalid, the remaining provisions of this Agreement will remain in full force and effect.

32.11 Order of Precedence - In case of conflict or discrepancy between documents, the following order of precedence shall apply: (a) this agreement and attached Statement of Work and Schedules will take precedence over the RFP and Unisys Proposal, and (b) during the performance of the project, the most recent agreed-upon project document shall supersede a prior agreed-upon document concerning the same subject, so that the most current document with the latest information concerning a subject shall take precedence in case of a conflict or discrepancy during the performance of the project.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

LOUISVILLE/JEFFERSON COUNTY REVENUE COMMISSION

UNISYS CORPORATION

By: *Thomas T. Smith*  
Title: *Secretary - Treasurer*

By: *Lisa Naas*  
Title: **LISA NAAS  
CONTRACT MANAGER**

Date: 5/6/97

Date: 5/15/97

Louisville/Jefferson County  
Revenue Commission Account

Taxpayer Identification No.

No. :

(TIN) ;

**ATTACHMENT B**

Unisys

Support Services Schedule

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<b>Equipment Location</b>	<b>Bill To Location</b>	<b>Service Level</b>
County of Louisville Jefferson Metro Revenue Commission 617 W Jefferson St Louisville, KY 40202-2714	Same	(1) Mail In (2) Advanced Exchange (3) Standard NBD (4) Standard 4HR (5) Business Critical 4HR (6) Business Critical 2HR
<b>Contact / Telephone Number</b>	<b>Contact / Telephone Number</b>	

<b>Email Address</b>	<b>Email Address</b>
----------------------	----------------------

<b>Initial Term</b>	<b>Coterminous Ending</b>	<b>Annual rate increase cap</b>
1 Year		
<b>Billing Period</b>	<b>Commencement Date</b>	
Annual	1/1/2014 - 12/31/2014	

List of Products Applicable to this Agreement Currency: USD

Level	Style	Serial Number	Description	Qty	Monthly Service Warranty Upgrade			Monthly Support Services	
					Period	Unit Charge	Total Charge	Unit Charge	Total Charge
4	IF500-VBA		UeWI:VBA ADD-ON TO CWM	70	0			1.17	81.90
4	IF5000-RBE		UeWI:RAPID BATCH ENTRY	1	0			291.61	291.61
4	IF500-STD		UeWI:CLIENT WORK MANAGER	70	0			14.74	1,031.80
4	IF521-ADM		UeWI:CEN ADMIN CONS 21U+	1	0			92.73	92.73
4	IF505-IS		UeWI:IMG&WF SVR 5U	1	0			278.20	278.20
4	IF5025-IS		UeWI:IMG&WF SVR 25U	1	0			1,252.50	1,252.50
4	IF581-RLB		UeWI:REL CATALOG TO 3ARC	1	0			185.46	185.46
4	IF510-CAS		UeWI:CAS MANAGER TO 10TB	1	0			291.61	291.61

Page: Upgrade Charges	Page: Monthly Charges
0.00	3,505.81
Total Upgrade Charges	Total Monthly Charges
0.00	3,505.81
Other	Other
Upgrade Grand Total	Grand total
0.00	42,669.72

**Charges**  
 If Client is ordering Support Services for equipment which has a Monthly Service Warranty Upgrade Period ("Period"), the following applies. This Period is the number of months, if any, indicated for each item of equipment commencing on the item's Installation Date. During any portion of this Period in which the ordered Support Services are in effect for the equipment, the then-applicable Monthly Service Warranty Upgrade charge will apply instead of the Monthly Support Services charge.



**UNISYS****Support Services Addendum**

Agreement Number

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This Addendum amends the agreement referenced above by the Agreement Number (the "Agreement"), and applies to: (a) all orders for Support Services accepted with this Addendum or subsequently accepted under the Agreement, and (b) existing orders for Support Services under the Agreement upon expiration of the then-current term. Only definitions, descriptions and levels of this Addendum will apply to these Services. The terms of this Addendum will control over any contradictions with terms of the Agreement. Except as defined in this Addendum, all capitalized terms shall have the meaning used in the Agreement. Products covered by the Support Services are listed on the Support Services Schedule ("Schedule").

**Section A. Definitions and General Terms and Conditions**

**Principal Period of Maintenance ("PPM")** means 8:00 AM to 5:00 PM, Client's local time, Monday through Friday excluding Unisys designated holidays.

**Commencement Date** means, unless specified otherwise on the Schedule, (i) for the initial Order for Support Services for the Product, the latest of the date the Product is shipped by Unisys or downloaded by Client or Unisys accepts an Order for Support Services and (ii) for renewals and extensions, the anniversary of the Commencement Date of the initial Order for Support Services under (i) above.

**7 X 24** means seven (7) days per week, twenty-four (24) hours per day including Unisys designated holidays.

**Next Business Day (NBD) Service** means Unisys will make every reasonable effort to respond to Client's request for on-site Support Services received during a PPM no later than the close of business of the next PPM.

**4 Hour Response (4HR)** means that if Client is located within a Primary Service City, Unisys will make every reasonable effort to respond to Client's requests for on-site Support Services within four (4) hours. Response is measured, during the Client's contracted hours of coverage, from the time that Unisys receives the request for service from Client until Unisys arrives at Client's site.

**2 Hour Response (2HR)** means that if Client is located within a Primary Service City, Unisys will make every reasonable effort to respond to the Client's request for on-site Support Services within two (2) hours. Response is measured from the time that Unisys receives the request for service from Client until Unisys arrives at Client's site.

**Off Hours** means all contracted hours of Support Services other than the PPM.

**Primary Service City** means an area that includes a 50-mile (80-kilometer in Canada) radius from the center of a Unisys designated Primary Service City. If Unisys moves its Primary Service City or Client relocates its site so that Client's site is no longer within a 50-mile (80-kilometer in Canada) radius from the center of a Unisys Primary Service City, Unisys reserves the right to adjust 2HR and 4HR or to change the contracted Service Level.

**Failed Unit** means a unit of equipment enrolled under Support Services, which is identified by Client as not in working order and deemed eligible by Unisys for exchange.

**Client Replaceable Unit (CRU)** means a component or other non-critical plug-in assembly delivered to the Client on the next business day for Client's personnel to affix the repair/replacement.

**Exchange Unit** means new, repaired, or previously used equipment in working order that Unisys conveys to Client as a replacement for a Failed Unit. The Failed Unit will become the property of Unisys upon Client's receipt of the Exchange Unit or, if later, upon receipt of the Failed Unit by Unisys. Client warrants that title to the Failed Unit and Unisys warrants that title to the Exchange Unit will be free and clear of all claims, liens, and encumbrances including security interests.

**Service Levels** mean various groupings of the Services Elements described in Section B.

**Initial Term of Services** means that unless specified otherwise on the Schedule or in the Agreement, the Initial Term for Support Services will be twelve (12) months from the Commencement Date. Except as specified in Section C of this Addendum, Products subsequently added to a system already enrolled under Support Services must be enrolled at the same Service Level as the system to which it is attached. Unless otherwise specified on the Schedule, the Initial Term of Support Services for Products subsequently enrolled under Support Services will end with the applicable term of Support Services for those previously enrolled Products and, for purposes of changes to Support Services charges, will be deemed to have the same anniversary of the Commencement Date of Services as those previously enrolled Products. Unisys will invoice Client for Support Services for Metered Software for the Term in advance. Unisys may change Support Services charges on each anniversary of the Commencement Date upon ninety (90) days prior written notice to Client. Unisys may charge Client time and material rates for service on Products that are not identified by the manufacturer's style and model number on the Schedule or for service on enrolled Products that are outside the scope of the contracted services. Unisys may terminate Support Services, modify Service Elements, Service Plans or discontinue Support Services for Products upon the earlier of (a) ninety (90) days prior notice via written notification or posting by Unisys at its support website: [www.service.unisys.com](http://www.service.unisys.com) or (b) at the expiration of the then-current Term, whether the Initial Term or any renewal or extension of the Initial Term, for those Support Services. If Client does not want to continue receiving the Support Services under such changed terms, Client may end contracted Support Services by giving Unisys written notice no later than thirty (30) days prior to the end of this ninety (90) day period and Unisys will refund any unearned payments for the Support Services. Following the Initial Term, Support Services will continue on an annual renewal basis at Unisys then-current list prices until terminated or canceled according to the terms of the Agreement.

**Section B. Description of Service Elements**

**Equipment On-Call Remedial Maintenance** includes on-site repair or Exchange Unit service of equipment, at Unisys option, if a problem remains unresolved after Client has utilized Support Center Services as prescribed.

Replacements for certain failed components such as keyboards, mice, and other non-critical plug-in assemblies designated by Unisys as Client Replaceable may, at Unisys option, be shipped directly to Client for Client installation. Should Client elect to have the Unisys Customer Infrastructure Representative visit the site to install such components, additional charges may apply.

**Mail-In Service** allows Client, at its expense and risk, to ship a Failed Unit to the Unisys designated location. Within seven (7) business days of receipt, Unisys will, at its option, either repair the Failed Unit or give Client an Exchange Unit.

**Advance Exchange Service** allows Client to notify Unisys of a Failed Unit enrolled in Support Services. Upon notification, Unisys will ship an Exchange Unit to the Client using a next day delivery service. Client will install the Exchange Unit and shall ship the Failed Unit to Unisys within fourteen (14) days after Client's receipt of the Exchange Unit. Client agrees

**ADDENDUM D**

to pay Unisys an additional fee, as determined by Unisys, if Client fails to return Failed Unit within fourteen (14) days of Client's receipt of Exchange Unit. Advance Exchange Service is limited to selected equipment.

**Equipment Maintenance Parts** are parts required for Product repairs made by Unisys personnel. NBD, 2HR and 4HR do not apply to Parts availability.

**Essential Engineering Changes** are changes released by Unisys for safety purposes or changes Unisys determines are essential to the performance of equipment. Changes will be installed at a mutually acceptable time during the applicable hours of contracted coverage. For non Unisys equipment, Unisys will install Essential Engineering Changes (a) based upon the availability of required materials at no cost to Unisys, and (b) at current hourly labor charges.

**Electronic Call Home Support** allows Unisys Support Centers to receive system data via the Internet from Client and perform remote failure analysis. Client will supply the equipment, software, and communication facilities to use the Electronic Call Home Support capabilities of the Product as outlined in the Unisys product support plan. If Client does not permit Unisys to use Electronic Call Home Support as defined in the Product's support plan, Client agrees to pay additional charges for Support Services as determined by Unisys. Electronic Call Home Support is limited to selected products.

**Equipment Preventive Maintenance**, including the installation of engineering changes deemed appropriate by Unisys, will be performed at Client's location according to the manufacturer's recommendations at a mutually acceptable time during the applicable hours of contracted coverage.

**Support Center Service** provides assistance by electronic or voice communication during the PPM on operating the Products, identifying Product errors or malfunctions and advising on known detours, reporting software problems via a User Communication Form (UCF), and determining the need for on-site Support. Support Center Services during Off Hours consist of expediting response to network down and system emergencies.

**Services Not Included in Support Services**

Support Services do not include: (a) repair of failures due to manufacturer's design or other defects; (b) repair of failures due to abuse, accidents, neglect, or improper use, including damage to LCD screens or other Laptop Computer components; (c) repair of failures due to external factors (including failure or fluctuation of electrical power or air conditioning, fire, or flood); (d) repair of failures due to excessive use, wear, and tear, which is in excess of manufacturer's recommended duty cycle; (e) refurbishment including restorations due to obsolescence (when parts for Equipment are not readily available on commercially reasonable terms) or end of life cycle failures including phosphorus "burn in" or "low intensity" characteristics of

monitors; (f) repair of machines not identified as Equipment; (g) the loading of software, software configurations or any data files; and (h) the backup of any data files.

If Unisys determines Equipment requires refurbishment rather than repair, Unisys will notify Client and remove the Equipment from Support Services.

Client may ask Unisys to do the refurbishment on an hourly billable service basis and Unisys may provide refurbishment of Equipment subject to the availability of parts, manufacturer's support, and trained personnel.

**User Communication Service** provides for reporting of suspected Product errors or malfunctions or suggested new feature changes. Unisys will make reasonable efforts to provide detours or corrections for Unisys Products or non Unisys Products if available to Unisys at no additional charge from the vendor. Client will install all error corrections. User Communication Service and UCF submissions are available only for Products for which Unisys is then currently providing development center support (also called engineering support).

**Software Maintenance Release Service** provides error corrections and maintenance releases that Unisys develops or provides for currently supported Software level(s). Unisys licenses these releases only for use on the designated computer system(s) under the applicable license agreement. Client will install all applicable error corrections and maintenance releases. Certain software products may require Unisys Subscription Service in order to receive Software Maintenance Release Service.

**Electronic Support Service** provides Client with access to an Internet web site to place Product service requests, to obtain information on known errors and corrections, and to receive information on Unisys products and services.

**Software On-Site Support** provides software support at the Client's site if Unisys determines that a Software Product problem remains unresolved and on-site assistance is required, after Client has used Support Center Services as prescribed. Desktop and selected non Unisys software Products are not eligible for Software On-Site Support.

**Systems Operations Review** provides an annual meeting, at a time mutually agreed to between Unisys and Client, to conduct a computer systems operation review. Client is responsible for scheduling the meeting. This service applies to systems designated by Unisys as enterprise servers or mainframes.

**Support Center Response Commitment** (available only during the PPM) provides electronic or voice response by Unisys to Client's declared emergencies no later than one (1) hour after receipt of Client's request for service at the Support Center designated by Unisys.

**Section C. Service Level Descriptions**

The following describes the six Service Levels and the Service Elements included in each of the Service Levels. Not all Service Elements and Service Levels are available for all Products. Refer to Descriptions of Service Elements for additional details. Individual Service Elements contained in a higher Service Level than contracted are provided at Client request, as available, at then-current Unisys conditions and charges. All hardware and software Products within a system configuration must be enrolled under the same Service Level except for desktop and network products and application software. All Client Replaceable Units are shipped to the Client to arrive the next business day regardless of the service level subscribed.

Service Elements	Service Levels – Hardware Support Services					
	1 Mail-In	2 Advanced Exchange	3 Standard PPM	4 Standard PPM	5 Business Critical TX24	6 Business Critical TX24
Equipment On-Site Remedial Maintenance Service			NBD*	4HR	4HR	2HR
Mail-In Service	X					
Advance Exchange Service		X				
Equipment Maintenance Parts	X	X	X	X	X	X
Essential Engineering Changes	X	X	X	X	X	X
Electronic Call Home Support			X	X	X	X
Equipment Preventive Maintenance			X	X	X	X

\*Note: CRU maintenance plans are required.



Invoice

Unisys Corporation  
 Blue Bell, Pennsylvania  
 Administrative services:  
 1133 College Drive  
 Bismarck, North Dakota 58501 USA  
 Unisys Federal Tax I.D. [REDACTED]

Invoice Number 771440  
 Invoice Date 01/01/2016  
 Bill To Number 3829690004  
 Client Number 0001528802  
 Your reference  
 Unisys reference 23932

Page 1 / 2

COUNTY OF LOUISVILLE-JEFFERSON METRO REVENUE COMMI  
 LOUISVILLE METRO REVENUE COMMI  
 REVENUE COMMISSION/SAM REEDER,  
 617 W JEFFERSON ST  
 LOUISVILLE KY 40202-2714

Qty	Style Name	Description	H/S	Unit Price	Ext. Price	Taxes	Total
--		-- SERVICE CONTRACT: 23932					
		-- LOCATION: 3829690004					
		-- COUNTY OF LOUISVILLE-JEFFERSON METRO REV					
		-- LOUISVILLE METRO REVENUE COMMI					
		-- 617 W JEFFERSON ST					
		-- LOUISVILLE KY 40202-2714					
		-- BILLING PERIOD: 01/01/2016 THROUGH 12/31/2016					
		-- AGREEMENT NUMBER: 97050023					
		-- SERVICE LEVEL: Standard 9x5 4hr response					
70	IF500-VBA	UeWI:VBA ADD-ON TO CWM	S	14.04	982.80		982.80
--		-- SERVICE CONTRACT: 23944					
70	IF500-STD	UeWI:CLIENT WORK MANAGER	S	176.88	12,381.60		12,381.60
1	IF5025-IS	UeWI:IMC&WF SVR 25U	S	15,030.00	15,030.00		15,030.00
1	IF505-IS	UeWI:IMC&WF SVR 5U	S	3,338.40	3,338.40		3,338.40
1	IF510-CAS	UeWI:CAS MANAGER TO 10TB	S	3,499.32	3,499.32		3,499.32
1	IF521-ADM	UeWI:CEN ADMIN CONS 21U+	S	1,112.76	1,112.76		1,112.76
1	IF581-RLB	UeWI:REL CATALOG TO 3ARC	S	2,225.52	2,225.52		2,225.52
		Location Subtotal:			38,570.40		38,570.40

Tax Summary:  
 6.000% KY

Taxable Amount	USD	42,069.72
Taxes	USD	0.00
Amount Due	USD	42,069.72

Payment Terms: NET 30 DAYS

Please remit payment to:  
 UNISYS CORPORATION  
 99865 COLLECTIONS CENTER DRIVE  
 CHICAGO, IL 60693

EFT or EDI payments to:  
 BANK OF AMERICA, N.A  
 ACCT NO 12334-30904  
 ABA 121000358 ACH

Direct questions to:  
 Kumara Velan Doraiswamy  
 1133 COLLEGE DRIVE  
 BISMARCK ND 58501-1215  
 866-505-8814 Extn 3378  
 Kumara.Doraiswamy@in.unisys.com



## ATTACHMENT C

### INSURANCE REQUIREMENTS

#### I. INSURANCE REQUIREMENTS

Prior to commencing work, Contractor shall obtain or maintain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of standard Accord certificates thereof are submitted to the Louisville/Jefferson County Metro Government's Risk Management Division. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies. The Louisville/Jefferson County Metro Government may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance.

- A. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Insurance Certificate:
  - 1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract to the extent of Unisys liabilities under Section VI of this Agreement."
  
- B. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on the contractors or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):
  - 1. **COMMERCIAL GENERAL LIABILITY**, via the Occurrence Form, with a **\$1,000,000** Combined Single Limit for any one Occurrence and **\$2,000,000** aggregate for Bodily Injury, Personal Injury and Property Damage, including:
    - a. Premises - Operations Coverage
    - b. Products and Completed Operations
    - c. Contractual Liability
    - d. Broad Form Property Damage
    - e. Independent Contractors Protective Liability
    - f. Personal Injury
  
  - 2. The Contractor shall maintain at their own expense a **PROFESSIONAL LIABILITY (Errors and Omissions Liability)** insurance policy, which includes a **minimum** limit of liability of

**\$15,000,000** for each Wrongful Act. In the event that the Contractor's policy is written on a "Claims Made" Form, the Contractor shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Contractor has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

3. **WORKERS' COMPENSATION** (if applicable) insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

### III. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A- VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

### IV. MISCELLANEOUS

- A. The Contractor shall maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government having been provided at least (30) thirty days written notice. The Certificates shall identify the Contract to which they apply and shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government before the expiration date.
- B. Certificates of Insurance as required above shall be furnished, as called for to:  

Louisville/Jefferson County Metro Government  
Office of Management and Budget  
Risk Management Division  
611 West Jefferson Street  
Louisville, Kentucky 40202
- C. The Contractor agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Contractor will not reduce any coverage amount below the limits required in this agreement
- D. Approval of the insurance by the Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.