



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER (“RFO”) NO.: 6100015316

TVSA STUDIO UPGRADES FOR COMMUNICATIONS & ENGAGEMENT
DEPARTMENT

Date Issued: MAY 20, 2022

RESPONSES MUST BE RECEIVED **NO LATER** THAN:
10:00 AM, CENTRAL TIME., MAY 25, 2022

Responses may be submitted by any of the following means:
Electronic submission through the Portal
Email submissions

Offer submissions will only be accepted electronically

Offer Due Date: 10:00 AM, CENTRAL TIME., MAY 25, 2022

Pre-Submittal Conference * NO

* If YES, the Pre-Submittal conference will be held on **N/A** at N/A at N/A.

Staff Contact Person: JODY DE LA ROSA, PROCUREMENT SPECIALIST II
Email: JODY.DELAROSA@SANANTONIO.GOV

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers. ***Offer submissions will only be accepted electronically***

Submission of Electronic Offers Through the Portal. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Submission of Offers by Email. Submit one document by email to the Staff Contact Person, by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers and submitted in the same manner as original offers. For electronic offers submitted through the portal, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

City shall not be responsible for lost or misdirected offers or modifications.

For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes. Offers sent by email must be a PDF document reflecting a manual signature.

For offers submitted through the portal, Offerors are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Offeror being held liable for the submission.

Certified Vendor Registration Form. If Offeror has not completed City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing>. Offerors must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Email Alternate Offers. Alternate offers submitted by email must include a cover letter identifying the submission as an alternate offer. Each alternate offer must be designated as Alternate Offer No. 1, 2, etc. Failure to follow instructions may result in rejection of an offer.

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for offers submitted on paper, or PDF file for offers submitted electronically.

Offerors may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of City's Purchasing & General Services Department.

Specified items identified herein, if any, are for overall offer evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication.

Offerors are prohibited from communicating with: 1) City officials as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFO or offers from the time the RFO has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an “A” session; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the Restrictions on Communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City’s responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror’s response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City’s request.

Offerors and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City’s Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form (s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFO after the due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

Offerors may contact the Vendor Support staff at (210) 207-0118 or by email at vendors@sanantonio.gov for assistance with vendor registration and submitting electronic proposals.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City’s responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Pre-Submittal Conference participation is optional, but highly encouraged.

Call the Staff Contact Person to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on City.

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror’s responsibility to check for new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFO.

Preparation of Offers.

All information required by the RFO must be furnished or the offer may be deemed non-responsive and rejected. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If Offeror is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an “all or none” offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer that is considered for award on an “all or none” basis must include a price for all units or line items. In an “All or None” offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An “All or None” offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as “as required”, “as soon as possible” or “prompt” may result in disqualification of the offer. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City’s request. Failure to comply with City’s request may result in rejection of an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror’s expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an “annual” contract is found in the contract’s title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Offerors shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a Court order. Pricing shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

The offer does not strictly conform to law or the requirements of the offer;

The offer is conditional; or

Any other reason that would lead City to believe that the offer is non-responsive or Offeror is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any offer, such as failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person by email. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

A written award of acceptance and Purchase Order furnished to Offeror results in a binding contract without further action by either party. Offeror must have the Purchase Order before making any delivery.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offeror's facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the offer price, either per line item or total offer amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- A City officer or employee; his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;
- An entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or
- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

State of Texas Conflict of Interest.

Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

<https://ethics.state.tx.us/forms/conflict/>

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted by mail to the Office of the City Clerk. Please mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

Do not include these forms with your sealed bid. The Purchasing Division will not deliver the forms to the City Clerk for you.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Chapter 46 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address:

<https://www.ethics.state.tx.us/filinginfo/1295>

Print your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the "Business entity".)

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

"Intermediary," for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person's participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.1 SCOPE OF SERVICE:

The City of San Antonio (City) is requesting an offer from Unicom for the purchase, delivery, commissioning and maintenance of studio CamBot and graphics hardware and corresponding software. The objective is to replace failing hardware and software that is preventing the studio CamBot system and studio graphics system from working correctly.

Vendor shall provide the TVSA Studio Video Upgrade UGI-22-20299 v2.0 as described in its proposal dated May 13, 2022 (See Attachment C).

The City of San Antonio reserves the right to increase or decrease quantity of units being purchased depending on the department's needs. Unit prices are included in Attachment A –UNICOM Quotation #: QUT5243507 dated May 12, 2022.

4.2 DELIVERY LOCATION AND POINT OF CONTACT:

All deliveries shall be made to the specified location listed below. Delivery to a non-specified location will result in non-acceptance of the item by City. All deliveries must be pre-arranged with a minimum 24-hour notification. Please contact David McElroy (GPA) at David.McElroy@sanantonio.gov or (210) 207-7231 - to coordinate delivery.

Delivery Location:

114 W. Commerce Street
San Antonio, TX 78205

4.3 DEFECTIVE GOODS:

Vendor shall replace all products found to be defective at no cost to City, including shipping and transportation.

This Request for Offer is issued pursuant to cooperative purchasing, OMNIA PARTNERS – 4400006645.

4.4 Travel and Related Expenses.

City of San Antonio (City) Administrative Directive (AD) 8.31 establishes uniform procedures for the processing of requests for travel authorization, advances and reimbursements, identifies travel expenses eligible for payment and establishes proper accounting for all travel-related expenses for City.

Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by City shall not exceed the amounts authorized by the current GSA Travel Regulations per diem. <http://www.gsa.gov/portal/category/100120> .

Travel time may not be included as part of the amounts payable by City for any services rendered under the Contract. Air transportation shall be booked at the lowest available fare available at the time. Anticipated travel expenses must be pre-approved in writing by City.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the issuance of purchase order if this contract does not exceed \$50,000. This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable.

Cooperative Contract Provisions.

Term Consistent with Cooperative Contract. Notwithstanding anything to the contrary herein, no new orders may be placed hereunder after the expiration or termination of the underlying cooperative contract. Renewals cannot extend beyond the term of the underlying cooperative contract. Extensions cannot extend beyond the term of the underlying cooperative contract.

Contract Documents. The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

This Request for Offer, including any attachments identified herein and addenda issued by City prior to acceptance of an offer from Offeror;

Any Purchase Orders Issued hereunder by City of San Antonio ("City"); and

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number 4400006645 through OMNIA PARTNERS.

Order of Priority of Contract Documents. Should a conflict arise among the provisions of the contract documents, this RFO and any Purchase Order issued hereunder shall govern over Exhibit I, unless otherwise specifically provided herein.

This RFO includes the following: Instructions to Offerors, General Terms and Conditions, Supplemental Terms and Conditions, Product Specifications and Description of Services, Definitions, Price Schedule, any Attachments identified herein.

Warranty.

The warranty specified in Exhibit 1, if any, a minimum of 90-days product guarantee, or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

Rejection of Disclaimers of Warranties & Limitations Of Liability.

ANY TERM OR CONDITION IN EXHIBIT I, OR IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

All Or None Bid.

City of San Antonio will make award to one vendor only.

Force Majeure.

Should performance of any obligation created under this Agreement become illegal or impossible by reason of fire, flood, storm, epidemic, pandemic, or other national or regional emergency, act of God, governmental authority, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then the performance of the specific provision is suspended during the period of, and only to the extent of, such prevention or hindrance, provided

the affected Party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to remove the cause of force majeure.

Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City’s Finance Department, which shall be clearly labeled “TVSA STUDIO UPGRADES FOR COMMUNICATIONS & ENGAGEMENT DEPARTMENT” in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent’s signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City’s Finance Department. No officer or employee, other than City’s Risk Manager, shall have authority to waive this requirement.

City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City’s Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

A Vendor’s financial integrity is of interest to City; therefore, subject to Vendor’s right to maintain reasonable deductibles in such amounts as are approved by City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension here of, at Vendor’s sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

INSURANCE TYPE	LIMITS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors*	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence.
*5. Professional Liability	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
*If Applicable	

Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Vendor herein and provide a certificate of insurance and endorsement that names Vendor and City as additional insureds. Vendor shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City’s Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City’s Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or

regulation binding upon either of the parties hereto or the underwriter of any such policies). Vendor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Vendor shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Finance Department
P.O. Box 839966
San Antonio, Texas 78283-3966

Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;

Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City; and

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies City may have upon Vendor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order Vendor to stop work hereunder, and/ or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payment of damages to persons or property resulting from Vendor's or its subcontractors' performance of the work covered under this Agreement.

It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by City for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.

Vendor and any subcontractors are responsible for all damage to their own equipment and/or property.

Undisclosed Features. Vendor warrants that the code and software provided to the City of San Antonio under this agreement does not contain any undisclosed features or functions that would impair or might impair the City's use of the equipment, code or software. Specifically, but without limiting the previous representation, Vendor warrants there is no "Trojan Horse," lock, "time bomb," backdoor or similar routine. This Agreement shall not now nor will it hereafter be subject to the self-help provisions of the Uniform Computer Information Transactions Act or any other law. Vendor specifically disclaims any unilateral self-help remedies.

Intellectual Property.

Vendor shall pay all royalties and licensing fees. Vendor shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, trademarks, trade secrets, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Vendor has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third-party claims that the program(s), hardware or both the program(s) and the hardware or any other intellectual property infringe upon any United States or International patent, copyright or trademark, Vendor will immediately:

Obtain, at Vendor's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, both the programs and hardware or any other intellectual property as the case may be, or

Alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated; and

Reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Vendor further agrees to

assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent, copyright, trademark or any other intellectual property rights arising from the use and/or sale of the equipment or software under this Agreement,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

indemnify the City against any monetary damages and/or costs awarded in such suit;

provided that

Vendor is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Vendor agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,

the Software or the equipment is used by the City in the form, state, or condition as delivered by Vendor or as modified without the permission of Vendor, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of the City's negligent act or omission, and

the City promptly provide Vendor with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Vendor assumes responsibility under this section.

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – UNICOM Quotation #: QUT5243507 dated May 12, 2022

Attachment B – VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM TRACKING FORM

Attachment C – UNICOM's Studio Video Upgrade UGI-22-20299 v2.0 Proposal dated May 13, 2022

Attachment D – City of San Antonio (City) Administrative Directive (AD) 8.31

Exhibit 1 – Omnia Partners Contract # 4400006645

006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, whether through City's portal, or by e-mail, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFO or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Invoicing and Payment.

Invoice Submissions. City requires all original first time invoices to be submitted directly to the Accounts Payable section of the Finance Department. The preferred method of delivery is electronically to the following e-mail address:

accounts.payable@sanantonio.gov

Invoices submitted electronically to the e-mail address above must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Vendor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. Each electronically submitted file must have a unique identifying name that is not the same as any other file name.

Invoices submitted by electronic submission are only considered "original" when the submission comes directly from the Vendor to Accounts Payable using this e-mail address. Vendor may courtesy copy the ordering City department personnel on the e-mail.

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list

prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAYS SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City. Any amendments that cause this contract to exceed \$50,000, if the original contract price was under \$50,000, shall require City Council approval.

Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

S.B. 943 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this RFO and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting an offer, Offeror warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous offer or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the offer or terminate the Contract for material breach.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section III.C.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

As a party to this contract, Vendor understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color,

religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

Attorney's Fees. The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

State Prohibitions on Contracts:

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version, together with its award letter, and its price schedule(s), addendums, attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Amendment provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - SIGNATURE PAGE

By submitting an offer, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information

Please Print or Type

Vendor ID No.	_____
Signer's Name	_____
Name of Business	_____
Street Address	_____
City, State, Zip Code	_____
Email Address	_____
Telephone No.	_____
Fax No.	_____
City's Solicitation No.	_____

Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code (“UCC”), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid Bond - security to ensure that Offeror (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contractor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Director – the Director of City’s Purchasing & General Services Department, or Director’s designee.

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

Offeror - a person, firm or entity that submits an offer in response to a solicitation. The offeror whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Payment Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor’s failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor’s inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor’s inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on City’s standard purchase order form, and which is the vendor’s authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor’s offer.

Specifications - a description of what City requires and what Offeror must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the vendor’s obligations under the contract with City.

Supplier - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Vendor - the offeror whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

To: David McElroy
CITY OF SAN ANTONIO
San Antonio
TX 78283-397&JSA

Reference No:
Proposal No:
Govt. Contract # : 4400006645
Ship Via: GROUND
CUSTOMER #: 20056691

Quotation #: QUT5243507
Date: 12-MAY-2022
Sales Rep.: Joshua Louis
Phone: 703/502-2242
Joshua.Louis@unicomgov.com

LINE#	UNICOM P/N CLIN	Manufacturer Mfg P/N	Item Description Contract Vehicle	Unit Price	Quantity	Extended Price
001	883373	ROSS VIDEO LIMITED RVS-VOY-0001	VOYAGER SOFTWARE 4400006645	\$30,297.51	6	\$181,785.06
002	883376	ROSS VIDEO LIMITED RVS-4RU-SYNC-X1	VOYAGER 4RU HD-SDI CHASSIS (HW ONLY) 4400006645	\$22,515.13	6	\$135,090.78
003	883377	ROSS VIDEO LIMITED RVS-LCD-DATA	LUCID DATA 4400006645	\$4,437.47	2	\$8,874.94
004	883378	ROSS VIDEO LIMITED TRIA-XD-2-SW	TRIA EXPRESS DUET PRODUCTION SERVER SOFTWARE SUITE - TWO CHANNEL 4400006645	\$6,723.44	2	\$13,446.88
005	883379	ROSS VIDEO LIMITED TRIA-XD-AVC-02-HW	TRIA EXPRESS DUET PRODUCTION SERVER HARDWARE / AVC-INTRA / 38-HOUR MEDIA STORAGE 4400006645	\$8,320.26	2	\$16,640.52
006	883380	ROSS VIDEO LIMITED CAM-700XY-BRKPC-UP G-MD	CAMBOT 700XY BRICK PC UPGRADE, MOTIONDIR FW 4400006645	\$5,167.81	3	\$15,503.43
007	883381	ROSS VIDEO LIMITED RRB-SRV-BKUP	ROBOTICS SERVER BACKUP HARDWARE 4400006645	\$4,033.23	1	\$4,033.23
008	883382	ROSS VIDEO LIMITED RVS-CS-STUDIOF	STUDIO F - UNREAL VIRTUAL SET FOR VOYAGER 4400006645	\$4,160.13	1	\$4,160.13
009	883364	ROSS VIDEO LIMITED RVS-CS-VISTA	VISTA - UNREAL VIRTUAL SET FOR VOYAGER 4400006645	\$1,848.95	1	\$1,848.95

010	883365	ROSS VIDEO LIMITED	LOFT A - UNREAL VIRTUAL SET FOR VOYAGER	\$4,160.13	1	\$4,160.13
		RVS-CS-LOFTA	4400006645			
011	883366	ROSS VIDEO LIMITED	STUDIO K - UNREAL VIRTUAL SET FOR VOYAGER	\$4,160.13	1	\$4,160.13
		RVS-CS-STUDIOK	4400006645			
012	883367	ROSS VIDEO LIMITED	ROBOTICS SERVER EXTENDED WARRANTY	\$276.50	3	\$829.50
		RRB-SRV-HM	4400006645			
013	883368	ROSS VIDEO LIMITED	VOYAGER RENDER ENGINE - SW MAINTENANCE	\$4,546.73	18	\$81,841.14
		RVS-VOY-SM	4400006645			
014	883369	ROSS VIDEO LIMITED	VOYAGER 4RU HD-SDI - HARDWARE MAINTENANCE (HW ONLY)	\$2,815.44	18	\$50,677.92
		RVS-4RU-SYNC-X1-HM	4400006645			
015	883370	ROSS VIDEO LIMITED	LUCID DATA SOFTWARE MAINTENANCE	\$646.29	6	\$3,877.74
		RVS-LCD-DATA-SM	4400006645			
016	883371	ROSS VIDEO LIMITED	SOFTWARE MAINTENANCE +1 YEAR FOR TRIA-XD-2-SW	\$672.34	6	\$4,034.04
		TRIA-XD-2-SM	4400006645			
017	883372	ROSS VIDEO LIMITED	HARDWARE WARRANTY AGREEMENT +1 YEAR FOR TRIA-XD-AVC-02-HW	\$840.43	6	\$5,042.58
		TRIA-XD-AVC-02-HM	4400006645			
018	883367	ROSS VIDEO LIMITED	ROBOTICS SERVER EXTENDED WARRANTY	\$0.00	1	\$0.00
		RRB-SRV-HM	4400006645			
019	883368	ROSS VIDEO LIMITED	VOYAGER RENDER ENGINE - SW MAINTENANCE	\$0.00	6	\$0.00
		RVS-VOY-SM	4400006645			
020	883369	ROSS VIDEO LIMITED	VOYAGER 4RU HD-SDI - HARDWARE MAINTENANCE (HW ONLY)	\$0.00	6	\$0.00
		RVS-4RU-SYNC-X1-HM	4400006645			
021	883370	ROSS VIDEO LIMITED	LUCID DATA SOFTWARE MAINTENANCE	\$0.00	2	\$0.00
		RVS-LCD-DATA-SM	4400006645			

022	883371	ROSS VIDEO LIMITED	SOFTWARE MAINTENANCE +1 YEAR FOR TRIA-XD-2-SW	\$0.00	2	\$0.00
		TRIA-XD-2-SM	4400006645			
023	883372	ROSS VIDEO LIMITED	HARDWARE WARRANTY AGREEMENT +1 YEAR FOR TRIA-XD-AVC-02-HW	\$0.00	2	\$0.00
		TRIA-XD-AVC-02-HM	4400006645			
024	884041	UNICOMGOV NETWORK SERVICES	PROFESSIONAL SERVICES - COSA STUDIO VIDEO UPGRADE	\$23,797.40	1	\$23,797.40
		4062577	4400006645			
025	884042	UNICOMGOV NETWORK SERVICES	TRAVEL AND EXPENSES - COSA STUDIO VIDEO UPGRADE	\$6,000.00	1	\$6,000.00
		4062578	4400006645			

SUBTOTALS : \$565,804.50
TAX : \$0.00
TOTAL : \$565,804.50

UNICOM OFFERS A VARIETY OF FINANCING OPTIONS WITH FLEXIBLE PAYMENT PLANS TO MEET YOUR CAPITAL AND OPERATING BUDGET REQUIREMENTS. PLEASE CONTACT OUR FINANCIAL SERVICES TEAM @703-502-2656 FOR MORE INFORMATION.

******* ATTENTION CONTRACTING *******

Unless otherwise specified within this quote or agreed to by the Seller in writing, full payment for order is due within 30 days of receipt of equipment or services. Items marked ****NSO**** (Not Separately Orderable) may be considered a configurable option of an end product and end product country of origin would apply.

*** When purchasing any software or related services, your order is subject to your acceptance of any specific end user terms and conditions (to include licensing terms) required by the manufacturer.**

- * The prices in this quote are valid for 30 calendar days following the Quotation date.
- * This quote is only valid in its entirety and POs placed for partial items in a quote may be rejected.
- * All orders are subject to availability.
- * Any quotes containing items with Part Numbers SKU TBD or 000-000 are considered budgetary quotes with estimated prices, which are not binding. Please contact your Sales Representative for an updated and final quote before placing an order.
- * Unless otherwise stated, pricing shown for maintenance/support requires payment in full within 30 days of the invoice date.
- * All orders are subject to Return Policy: <http://shop.unicomgov.com/services/returnpolicy.aspx>
- * Electronic and information technology (EIT) listed on this quotation shall be capable, at the time of its delivery, when used in accordance with the contractor's associated documents, and other written information provided to the government, of providing comparable access to individuals with disabilities consistent with the terms and conditions applicable to this contract at the time of award, provided that any assistive technologies used with the listed EIT properly interoperates with it and other assistive technologies.

TO ENABLE FASTER DELIVERY, PLEASE INCLUDE THE FOLLOWING STATEMENT ON YOUR PURCHASE ORDER: "PARTIAL SHIPMENT AND PAYMENT AUTHORIZED". THIS ALLOWS US TO DROP SHIP ITEMS DIRECTLY TO THE SHIP TO LOCATION, AS WELL AS DELIVER THE ITEMS WE HAVE IN STOCK, AS SOON AS POSSIBLE.

Please reference the following on your purchase order:

Quote # QUT5243507

Contract # 4400006645

Payment Terms : Due in 30 Days
(Pending Credit Approval)

Duns #: 10793-9357
Tax ID #: 54-1248422
CAGE Code: 8Y261

City of San Antonio
Veteran-Owned Small Business Program Tracking Form

Authority. San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.

Tracking. This solicitation is not eligible for a preference based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

Certification. The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

Definitions.

The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term “veteran” means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.
- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as “small” for Federal business size stand purposes.

The program uses the below definition of joint venture.

- Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR BID/PROPOSAL.

INSTRUCTIONS

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE **SECTION 1** OF THIS FORM.
- IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE **SECTIONS 1 AND 2** OF THIS FORM.

City of San Antonio
Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: _____

Name of Respondent:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No
Name of SUBCONTRACTOR Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is SUBCONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is SUBCONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified SUBCONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount		

City of San Antonio
Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER/RESPONDENT'S FULL NAME:

(Print Name) Authorized Representative of Bidder/Respondent

(Signature) Authorized Representative of Bidder/Respondent

Title

Date

This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.

Studio Video Upgrade

Proposal to City of San Antonio

May 13, 2022

Customer Contact:

David McElroy

Direct: 210.207.7231

David.Mcelroy@sanantonio.gov

UNICOM Government, Inc. Contact:

Sebastian Ortega-Chuber

Direct: 305.906.0537

Sebastian.Ortega-Chuber@unicomgov.com

This proposal includes data that shall not be disclosed outside CoSA and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, CoSA shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the CoSA right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in the sheets marked with the following legend: "Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal."

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1.0 UNICOM GOVERNMENT, INC.

UNICOM Government, Inc. (UGI) is a recognized information technology (IT) solutions leader and Unified Visual Communications (UVC) solutions technology integrator, focusing exclusively on Federal Government, state and local governments, and large systems integrators worldwide. For more than 35 years, UGI has been delivering maximum value to our customers by employing industry leaders, developing solutions to meet customer-specific challenges, and by teaming with global IT leaders such as Microsoft, Cisco, Symantec, HP, Extron, and Crestron. We combine our experienced engineers, broad range of products and services, and our extensive contract portfolio to best support our customers.

By combining both products and services, UGI is a one-stop shop providing customers with a single point of contact (POC) for all their IT and audio visual (AV)/video teleconferencing (VTC) needs. Headquartered in Northern Virginia, UGI has offices throughout the United States and supports clients both within the continental United States (CONUS) and outside of the continental United States (OCONUS) in areas such as:

- **Professional Services.** UGI provides a wide range of professional services in support of enterprise software, enterprise storage, networking and communications, mobile and wireless, and AV/VTC systems. UGI engineers provide our clients with the expertise necessary to design, build, and maintain complex network infrastructures and AV/VTC systems in support of today's information dependent applications. Our technical experts perform storage needs assessments and design, implement, and manage IT and AV/VTC infrastructure solutions that provide consolidated environments that support a cohesive and collaborative workspace.
- **Task Order Management.** The UGI Program Management Office runs multiple, complex programs for our Federal Government and state and local government clients. We have Project Management Professional (PMP)-certified Project Managers (PM) who support our government and System Integrator clients in task order management. Our PMs provide task order oversight, risk mitigation, project scheduling, staff management, and project reporting.
- **Procurement.** UGI supports our clients' procurement needs through our website, unicomgov.com, which provides convenient, customized shopping zones to meet the specific and changing needs of our customers. Through the UGI Technology Practices, we are able to offer solutions that best respond to client needs and challenges by providing information on cutting edge technology and not simply quoting a requested list of products.
- **Logistics and Integration Management.** UGI has a proven logistics and integration practice available to our clients that can handle all equipment from warehouse and storage to integration and testing, and finally, to deployment. Every step in the process has been carefully thought out and documented and continues to go through our internal process improvement program. This ensures the highest level of customer satisfaction and quality allowing us to meet all customer-driven service level agreements (SLAs) and changing expectations.
- **Maintenance and Ongoing Support.** UGI and our partners are able to offer worldwide depot and onsite maintenance support. UGI offers first call support for complex, multi-product solutions, thus reducing the quantity of information clients must retain for warranty support. UGI provides onsite engineering support to provide hands on training and solution management.

UGI engineers provide our clients with the expertise necessary to design, build, and maintain complex network infrastructures in support of today's information dependent applications. Our technical experts assess, design, implement, and manage IT infrastructure solutions that provide consolidated environments that support critical data flows over multiple networks.

The UGI Focused Partner Program is a direct result of our experience in providing IT solutions to the government for more than 35 years. To provide total IT and AV/VTC solutions, we have formed partnerships with product vendors and professional services providers that meet exacting criteria in

providing the best support to our clients. We engage partners that share the UGI vision to provide products, services, and complete solutions who not only understand our clients' missions, but the regulations, qualifications, clearances, budgets, deadlines, and metrics behind them as well.

For this effort, UGI is teamed with Ross Video Inc. (herein called "the UGI Team") to provide the subject matter expertise required for this effort.

2.0 SCOPE OF WORK

2.1 Studio Video Upgrade

The UGI Team will provide the City of San Antonio (CoSA) the parts required for upgrade of the brick PC in 3 vintage CamBot 700XY pedestals. The parts will meet current production build standard. The upgrade includes the parts required to upgrade brick PC in vintage CamBot 700XY pedestal to meet current production build standard, including brick PC, targeting camera assembly and cables. Brick PC comes pre-loaded with latest MotionDirector-based firmware. Note that this firmware is not compatible with MasterPanel - CAM-700XY-BRKPC-UPG-LEG should be ordered instead for use with MasterPanel.

The UGI Team is also providing the RRB-SRV-BKUP, Backup rack mounted server that comes pre-loaded with thumbnail server, robotics server, RCCP server, and routing server. To be sold only as a secondary hot or cold backup to a primary Robotics Server. Includes video capture card with single SD and HD SDI input for capturing thumbnails.

The UGI Team will providing three (3) days of on-site commissioning. Six (6) to ten (10) weeks advance scheduling notice, post award, is required. Once a purchase order is received, all commissioning and/or training services will be scheduled by sending an e-mail request to services@rossvideo.com.

2.2 Acceptance Criteria

All related products and equipment are deemed accepted upon delivery to the designated CoSA location. The UGI PM will supply a form upon completion for the signed acceptance of this project.

2.3 Technical Project Assumptions

CoSA will provide the following to the UGI Team during the contract performance:

- Software, including software Products and software incorporated within Products (e.g., in ROM or on internal media) is provided under license and subject to the other terms set out in the separate license agreement ("End User Software License Agreement" that RVL delivers with the Product(s). Customer may use and reproduce the software only as permitted by the applicable license.
- CoSA will ensure that adequate heating, ventilation, and air conditioning (HVAC) is in place to support standard working conditions and the operation of the installed hardware/software.

3.0 PROJECT PRICING

The official UGI quotation (Quote #: QUT5243507) can be found as an attachment to this proposal containing all products and professional services required to accomplish the tasks outlined in this proposal. The total project is offered at **\$565,804.50** for the work specifically defined herein. Should any additional services be required for the scope within this proposal or that are outside of the scope of this proposal, CoSA shall execute a Change Order according to the process listed in Section 6.0.

3.1 Product Pricing

The proposed products are provided for a total of **\$536,007.10**. Please refer to attached quote for the full break out of all products necessary to complete this project.

3.2 Services Pricing

The proposed professional services are provided on a firm fixed basis for a total of **\$23,797.40**.

3.3 Travel Pricing

The travel for the scope within this proposal is provided on a firm fixed basis for a total of **\$6,000.00**.

3.4 Invoicing Schedule

UGI will invoice hardware/software/maintenance at the time the product is shipped to CoSA. UGI will invoice CoSA for the professional services outlined within this proposal upon completion of the services. CoSA shall pay UGI within Net 30 days upon receipt of an invoice.

4.0 PROJECT MANAGEMENT PLAN

UGI will monitor all aspects of the contract, from initiation of a task to final solution delivery, while maintaining open communication channels between CoSA staff, management, and project personnel. The UGI PM will work with project leads to ensure that the project is completed on-time with appropriate personnel. Using a work breakdown structure method to prepare and monitor task deliverables, the UGI PM will execute based on a current, detailed overview of the work requirements of the project's task areas at all times.

5.0 PERFORMANCE OF WORK

5.1 Estimated Period of Performance

The UGI Team will provide three (3) days of on-site commissioning which requires six (6) to ten (10) weeks advance scheduling notice post award. The UGI PM and the designated CoSA POC will develop a mutually agreeable project start date post award no later than 45 days from award date. If the project does not start on or before the 45 days, then UGI reserves the right to request an adjustment of the proposed pricing. Post award, the UGI PM will work directly with the CoSA POC to establish delivery dates for the professional services outlined within this proposal.

5.2 Location of Work

Work on this effort will be primarily performed at the CoSA designated location. Portions of the work associated with this proposal may need to be completed at a UGI or subcontractor facility.

5.3 Hours of Work

Work may be performed at the CoSA site from 8:00A.M. to 5:00P.M. local time, excluding all observed Federal holidays. Any required weekend or non-business hour work may require additional funding and must be coordinated through the UGI Team with a modification of this proposal prior to execution.

6.0 CHANGE CONTROL

The pricing and project schedule are based on project scope. Any changes to the project scope after contract award are subject to UGI's Change Control Process as managed by the UGI PM. All changes will be agreed to in writing and approved by UGI and CoSA prior to any work force efforts.

Should UGI or CoSA want to change any Task, Deliverable, or Acceptance Criteria, the UGI PM will follow standard change control procedures. UGI will complete all work authorized under change control on a time-and-materials or fixed-price basis, dependent upon which contract type is most appropriate. Time and Materials will be charged at UGI's then current rates.

The objectives of change control are to:

- Assess the impact of scope changes on project schedules, resources, and pricing.
- Provide a formal vehicle for approval to proceed with any changes to the scope of work.
- Provide a record of all material changes to the original proposal.

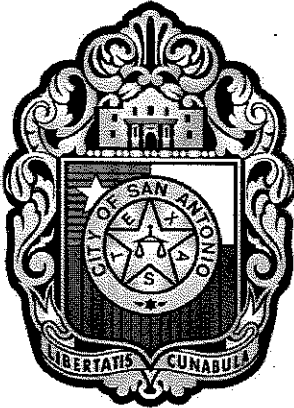
If UGI or CoSA requests a change impacting the cost of or time for performance, as determined by UGI in its sole discretion, UGI and CoSA will review the request through our change control process set forth in the proposal and subsequent contract award. For each change, UGI will complete a change request form and provide the completed form to CoSA. Both UGI and CoSA will approve the change request detailed in the form, including the impact of the request on the schedule, resources, and the price of the project, before UGI will make then enact the request. When CoSA accepts the change form, CoSA will modify its purchase order and such other documents as requested by UGI, when applicable. If CoSA does not accept the request, including the impact on the schedule, resources, or price, then the Parties will complete their obligations with respect to the project as set forth in this proposal.

7.0 GENERAL ASSUMPTIONS

- This proposal is valid for a period of thirty (30) days from receipt of proposals.
- The information in this document is based on the most recent information available to the UGI Team. The scope of work and associated prices in this document may be adjusted should new or more detailed information become available regarding the project. The most recent proposal at the time of contract will govern performance.
- The information provided in this document is based on CoSA specifications and requirements and is developed in accordance with the original equipment manufacturer (OEM) specifications.
- CoSA will provide the UGI Team with one (1) onsite project coordinator, who has the necessary authority from CoSA to support the full scope of the project and who will be available on a timely basis to work with the UGI Team. CoSA will provide the UGI Team with adequate facility, network and device access, and any documentation necessary to perform the project, including facility, network, and device diagrams and configurations.
- As required, CoSA will provide the UGI Team timely access to appropriate resources within the CoSA facilities, including, but not limited to other personnel; work, training, or staging spaces; hardware, software, or network connections; and test and live data. Any material delay in providing such resources shall be considered a delay on the part of the CoSA.
- Contract award will constitute CoSA's approval and consent for UGI to subcontract to the subcontractors/consultants named in this proposal.
- Deliverable Acceptance Process. Due to the nature of a firm fixed price contract, written deliverables shall be delivered to the Contracting Officer's Representative (COR) by UGI in accordance with the time frames set forth in this proposal. Prior agreement regarding written deliverable content and format shall precede performance and shall govern acceptance of the final written deliverable. At the completion of the CoSA's review (within the time frame specified herein), the COR will promptly provide a single, conclusive, integrated set of consolidated comments to the UGI PM within 10 days (or as otherwise mutually agreed in advance) after receipt of each deliverable. If any comments identify changes desired by the COR, which do not constitute errors or omissions based on the requirements provided to UGI by CoSA, such changes will be addressed in accordance with the "Change Order Process".
- Should the project terminate for convenience, and notwithstanding which party terminates, in the event of termination prior to completion of the UGI Services, CoSA agrees to pay UGI: (i) for all UGI Services performed by UGI in accordance with the project invoiced and/or to be invoiced but to date unpaid (fees, expenses, milestone payments), up to the effective date of termination.

- Personnel Security Requirements: Upon award, security or clearance documentation, if required, should be forwarded to the UGI Facility Security Officer at FSO@unicomgov.com.
- Should any terms in this proposal conflict with the issued Delivery Order (DO) or the Prime contract, the DO/Prime contract will take precedence.
- Should any of these General Assumptions not apply to the project, they will become self-deleting.
- These General Assumptions and the Technical Project Assumptions are to be incorporated into the CoSA contract.

CITY OF SAN ANTONIO



Administrative Directive	AD 8.31 Travel
Procedural Guidelines	Guidelines to ensure consistent processing and payment of travel related amounts
Department/Division	Finance, Accounting Division
Effective Date	January 31, 2011
Project Manager	Juanita Carabajal, Disbursements & Receivable Administrator Kay Grant, Accounts Payable Manager

Purpose

This Administrative Directive establishes uniform procedures for the processing of requests for travel authorization, advances and reimbursements, identifies travel expenses eligible for payment and establishes proper accounting for all travel-related expenses for the City of San Antonio (City).

Policy

The City of San Antonio will cover reasonable and necessary travel expenses incurred for authorized City business. Application of this policy will ensure clear and consistent understanding of the rules by which travel reimbursements will be provided, thereby providing the best service and expedient reimbursement for travels, ensure reimbursements are fair and equitable to both the City and the traveler and ensure compliance with federal regulations. Any person traveling on City business is expected to exercise the same care when incurring expenses that a prudent person would exercise if traveling on personal business and expending personal funds. Travelers will be responsible for unauthorized costs and any additional expenses incurred for personal preference or convenience.

The Administrative Directive covers all travel for City employees on official City business. All non-employee persons traveling on City business, including pre-employment activities, and seeking reimbursement from the City, should follow the same principles with respect to prior approval, prudence in expenses incurred, and full submission of documentation including travel documents and receipts as required by this directive.

Policy Applies To

<input checked="" type="checkbox"/> External & Internal Applicants	<input checked="" type="checkbox"/> Current Temporary Employees
<input checked="" type="checkbox"/> Current Full-Time Employees	<input checked="" type="checkbox"/> Current Volunteers
<input checked="" type="checkbox"/> Current Part-Time Employees	<input checked="" type="checkbox"/> Current Grant-Funded Employees
<input checked="" type="checkbox"/> Current Paid and Unpaid Interns	<input checked="" type="checkbox"/> Police and Fire Academy Trainees
<input checked="" type="checkbox"/> Uniformed Employees Under Collective Bargaining Agreements	<input checked="" type="checkbox"/> Non-employees

Definitions	
Actual and Reasonable Expenses	The specific, itemized expenses incurred, based on original receipts up to the amount determined by the department head to be justifiable under the circumstances.
Classified Employee	An employee occupying a position in the classified service.
Detailed Original Receipt	The complete itemized or detailed receipt.
Official Travel Time	For computing per diem allowances, official travel starts at the time the traveler leaves their home, office, or other point of departure and ends when traveler returns to their home, office or other point of the trip's conclusion.
Open item	An uncleared document in the SAP system. An open item on an employee account may represent an unpaid amount due to the employee or an amount owed by the employee to the City after the reconciliation of the trip. It may also refer to an employee advance which has not been documented and settled by submission of final travel documents and receipts.
Per Diem	The dollar amount allowable for meals and incidental expenses. Examples of incidental expenses would be personal items, snacks and meal tips.
SAP System	The Enterprise software system used by the City of San Antonio for the processing of all financial transactions
TRIP	Transactional code in SAP utilized to enter travel authorizations and reimbursements for payment to employee.
Unclassified Employee	An employee occupying a position in the unclassified service.
Policy Guidelines	
<u>Designated Travel Programs</u>	<p>To reduce travel-related expenditures and improve tracking and reporting, COSA has contracted with a travel services provider(s), and engaged in exclusive travel programs. As directed by the City Manager's Office use of such a travel program for all offered and included services is mandatory for reimbursements under this Administrative Directive. {Attachment A}</p> <ol style="list-style-type: none"> 1. Such programs will be designed to access government rate programs (State and Federal) and will assist the traveler to select the lowest rates available. 2. Travelers who fail to use the City directed program may not be reimbursed for travel expenditures. 3. Any exception for non-use of the program requires the written approval of the City Manager, or designee. Approval should be submitted with all travel authorization and reimbursement request forms. 4. Specifics of any program presented will include guidelines for and direction for any emergency or immediate travel.

Eligible Expenses

When all considerations are equal, travelers should choose the lowest rates (i.e., governmental, corporate or other) available at that time, regardless of personal preferences for suppliers.

1. Expenses of a traveler's family or other traveling companion are not eligible for payment without prior approval by the City Manager or designee.
2. The City Manager, or designee, may authorize or approve exceptions to these rules where such exceptions benefit the City.
3. Intercity transportation expenses should not exceed the lowest practical, available cost of competing airfare. Traveler may use any suitable means of transportation (in terms of traveling time), but payment of transportation costs will be based on the most economical mode of transportation and not on personal preferences (i.e. mileage for personal car versus airfare).

**Eligible Expenses –
Intercity
Transportation**

Air Travel:

1. Travelers must consider all expenses to be incurred when comparing airfares including add-in costs such as baggage fees, fuel surcharge, etc. to meet the lowest cost requirement.
2. Travelers should make every effort to book travel as soon as possible when travel authorization has been given to obtain the best fares.
3. Optional and additional costs for "premium" seats or other 'upgrades' (exit row or aisle seats, early check-in programs, etc.) are not reimbursable.
4. City will be responsible for mandatory surcharges added to the base ticket price such as fuel surcharges, airport fees, and taxes.
5. Travelers may consider duration of travel time including layover time, and cost of direct versus indirect flights when choosing the best airfare. Selection of a higher cost flight should be documented as to why this is best arrangement and authorized prior to booking the flight.
6. Generally, flights departing or arriving within 2 hours of requested time with the lowest cost should be accepted. For international travel, within 4 hours.
7. Generally, when comparing trips for total travel time, the lower cost should be accepted if total hours is less than 2 hours for domestic travel, 6 hours for international travel.
8. First class airfare will be considered eligible only when no acceptable alternative exists, or may be considered as a reasonable accommodation for persons with a physical disability when travel plans would be impeded by coach travel. Such expenses must receive prior approval from the City Manager's Office.
9. Cancellation fees and re-booking fees are eligible for reimbursement when the change in arrangements was required by and benefits the City. Re-booking fees incurred for the convenience of the traveler may not be reimbursable, and would require the specific approval of the department head.
10. Baggage fees & guidelines:
 - a) If Airline charges for each checked piece of baggage:
 - City will not reimburse any baggage fees for trip of 1 night or less.
 - City will reimburse for first bag only for trips of 2 to 7 nights.
 - City will reimburse reasonable expense for a second bag only when the authorized trip is 8 nights or more.
 - b) If checked baggage charges include no charge for first piece and additional charges start begin with second piece of baggage:
 - City will reimburse reasonable expense for a second bag only when the authorized trip is 8 nights or more
 - c) City does not reimburse for any overweight fee.
 - d) Reimbursement for baggage fees requires an itemized receipt to include traveler name, date, and amount from the carrier.

Eligible Expenses –
Intercity
Transportation
(Continued)

e) Additional baggage fees incurred for transportation of materials to / from a conference which are related to City business and is within the responsibility of the traveler to transport may be allowed with approval of the Department Director and should be included in the travel authorization estimate as a miscellaneous expense.

- Travelers should plan ahead and use alternate delivery and shipping arrangements when available and compare the costs of shipping versus checked baggage.
- Travelers are reminded that baggage fees are not included in the price of the ticket and the traveler must most often pay these fees at time of checking the baggage with the airline. Estimated costs should be included in travel authorization amount and included in amount of advance funds (where advances are authorized).

11. Frequent traveler benefits (i.e. frequent flyer miles) earned by City employees or other travelers who earned such benefits incident to official City travel may retain those benefits for personal use. Any cost associated with membership in such programs is at the sole cost of the traveler.

Personal Vehicles:

Reminder: Travelers may not request or receive mileage reimbursement without full compliance to all requirements of AD 5.12 and other applicable Administrative Directives and City policy regarding operation of vehicles while on City business.

1. If a traveler uses his or her own personal vehicle on a business trip, reimbursement will be at the federal government mileage rate in effect at the time of travel.
2. The City reimburses for actual mileage using the most direct route. Adequate records must be maintained to document mileage claimed. To ensure compliance to required documentation, submission of the Personal Vehicle Mileage Record form **{Attachment B}** is required for reimbursement.
3. *The cost of parking a vehicle when necessary to conduct City business may be itemized on the mileage form (attach receipts required).*
4. Reimbursable travel mileage for a given day may not include the mileage required for commuting between home and office or place of assignment. Miles traveled in excess of the normal daily commute may be submitted. Mileage to and from a travel destination which is less miles than the individual's normal daily commute are not reimbursable.
5. If a City vehicle is available and provided for travel to/from the destination for an individual traveler or group of travelers, an employee may not choose to drive a personal vehicle and then submit mileage without prior approval from department head.

Car Allowance:

Persons who receive car allowance are not eligible for any mileage reimbursement through the Travel Administrative Directive.

1. The stipend paid under the Car Allowance program is intended to cover all costs incurred in the use of personal vehicles in the performance of official city business.
2. Any person receiving car allowance and seeking to receive additional funds for mileage reimbursement must follow the exception process defined for the Car Allowance program by completion of the Exception Request Form in advance of the event and must contain all required approvals prior to submission to the Director of the Department of Human Resources.
3. This exception policy is as directed by the Department of Human Resources and the City Manager's Office. Please refer to Administrative Directive 5.11 Executive Car Allowance for additional details.

**Eligible Expenses –
Intercity
Transportation
(Continued)**

Local transportation costs

1. Costs are generally limited to transfers between the airport and trip destination and between meeting sites and places on trip itinerary. The chosen mode of ground transportation will be the most economical and practical of those available (shuttles, cab, bus, train, rental car, etc).
2. Travelers should use complimentary shuttle service to and from the airport and to and from the conference meeting sites if provided by the hotel or conference.

Rental Car Requirements

Reminder: Use of a rental vehicle in the course and scope of performing job functions has the same requirements as if a City vehicle is being driven. No reimbursement will be approved or processed without verification of eligibility under those criteria as established in applicable Administrative Directives and City policy.

1. Rental car expense must receive prior approval from the department head and will only be authorized when it is more practical and/ or less expensive than the use of taxi cabs or other public transportation.
2. Request for a rental car should be presented in writing, with sufficient justification for the expenditure, and submitted with the Travel Authorization form.
3. Fees associated with parking a rented vehicle should be included in cost evaluation and are eligible for reimbursement.
4. Car rental insurance, including collision damage waivers, should not be included or accepted in the rental agreement because the City is self-insured. Such fees are not reimbursable.
5. Taxi cab and other local transportation expenses will not be reimbursed if a traveler has an approved rental vehicle.

**Eligible Expenses –
Lodging**

Lodging

1. Costs will be based on the actual costs of lodging, including taxes, and should not exceed the single -occupancy rate, or where the traveler is attending a conference, the conference site rate.
 - a) Always check the designated travel program rate for the hotel before booking through registration. The government rates may be lower than the conference rate.
 - b) Where conference site is not available, traveler should choose the lowest price available for comparable lodging.
 - c) Federal Government's General Services Administration also lists the allowed cost of lodging for federal employees. While the City does not limit reimbursement to this rate, it is a helpful guideline for determining a reasonable cost of lodging when choices are limited.
 - d) Hotel taxes should be paid. The State of Texas does not exempt city government employees from payment of hotel occupancy taxes.
2. Where two or more travelers occupy the same room, arrangements should be made to obtain separate itemized bills and original receipts or an adequate accounting of the bill should be paid for by and receipts kept by a designated traveler.
3. Lodging reimbursement is restricted for travel within 200 miles (round trip) of the employees' assigned work location. Specific, written approval from the department head is required prior to the start of trip and must be included with the Travel Authorization form.
 - a) Employee is responsible to gain written approval.
 - b) Decision to allow lodging should be related to an itinerary event, a reasonable accommodation, or be of value to the City.

**Eligible Expenses –
Meals**

Meals

1. The cost of meals, snacks, and other incidental expenses, including taxes and tips, will be reimbursed at the per diem rate authorized for the destination city.
2. The authorized per diem allowances shall be the rates set annually by the Federal Government's General Services Administration for different areas of the Country. Foreign per diem rates shall be the rate set annually, and updated monthly, by the Federal Government's State Department.
3. Domestic and foreign per diem are reviewed and updates to the tables defined in the travel system (TRIP in the SAP system) for reimbursement purposes are provided by the Finance Department on a monthly basis.
4. To assist in determining the per diem rates for cities not listed, a traveler can use the per diem figures identified for the city closest to their intended destination.
5. When circumstances cause meal and incidentals expenses in excess of the daily per diem rate, detailed original receipts for all expenses are required for review and approval by the City Manager or designee or department head.

**Eligible Expenses –
Other expenses**

Registration fees

1. Fees for conventions, conferences, and seminars will be considered eligible for reimbursement.
2. When possible, registration should be made as far in advance as needed to take advantage of advance purchase discounts.
3. All fees pre-paid on behalf of the traveler by the City should be included in the employee's Travel Authorization and Travel and Miscellaneous Expense Report forms as pre-paid to reflect the total amount of the travel in the SAP system.

Other incidental expenses

1. Other miscellaneous expenses eligible for reimbursement with receipts include tolls, parking charges, cab fares, and business related telephone calls, faxes and copying.
2. Reasonable laundry and dry cleaning costs, where absence from the San Antonio area extends over a period of seven or more consecutive days, are covered.
3. Hotel charges for personal telephone calls, not to exceed \$10 per day, will be allowed for reimbursement. Any traveler with a City issued cell phone, or cell phone allowance is excluded and may not submit for reimbursements for any phone calls.
4. Reasonable gratuity expenses shall be reimbursed. Reasonable gratuity varies by service performed and by City but is generally 10-18% of the expense. Tips should be detailed on the corresponding receipt.
5. Parking a personal vehicle at the airport while on City business, if necessary should be pre-approved on the Travel Authorization form. Re-imbusement should not exceed the posted rate for Long-Term parking lots at the Airport.
6. Fees incurred for internet access required for conducting City business while traveling must be submitted on the Travel Authorization form and approved at the discretion of the department head. **Note:** If need for internet access is known, travelers are encouraged to check the cost of service prior to booking the hotel and consider the additional cost while comparing the lowest cost available.

<p><u>Ineligible Expenses</u></p>	<p>The following list is provided as examples, but not inclusive of, expenditures which may be incurred while traveling on official City business, but which will not be reimbursed:</p> <ol style="list-style-type: none"> 1. Flight or trip insurance, collision damage waivers, personal telephone calls (exception noted above), laundry/ dry cleaning if travel is less than seven days, personal entertainment (includes alcohol), fitness center usage charges, and personal services in general. 2. Personal calls on the traveler's personal cell phone for which the traveler does not incur any additional expense above the base monthly rate are not reimbursable. 3. Other miscellaneous items requested should be forwarded to the Accounting Division of the Finance Department for consideration. 4. Travelers may not use free travel and then claim the value of that travel on Travel and Miscellaneous Expense Report. 5. Any expense incurred which should have been arranged through any City travel program or designated travel agency. 6. Other items as mentioned in this Administrative Directive as not eligible.
<p><u>Exceptions</u></p>	<p>While it is expected that all City employees and officials adhere to the practices outlined in this Administrative Directive, it is recognized that, at times, expenses not specifically listed in this Administrative Directive may be incurred for the promotion of the City's interests and may be considered for reimbursement.</p> <ol style="list-style-type: none"> 1. Exception requests should be fully documented in accordance with this directive and in accordance with additional travel provisions outlined by their departments. 2. Review and consideration of unusual expenses should be reasonable, and approval of such expenses should be granted only when there is a clear benefit to the City. 3. Although this Administrative Directive is intended to be comprehensive, circumstances may arise which are not specifically addressed by this Administrative Directive. In such circumstances, review and approval of associated travel and expenses shall be made by the City Manager or designee, or department head.
<p><u>Authorizations</u></p>	<ol style="list-style-type: none"> 1. Travel authorizations and advances should be approved by the department head or their designated representative in accordance with the provisions of this Administrative Directive. <ol style="list-style-type: none"> a) Group travel, more than 3 persons on the same trip, must receive prior approval by the City Manager or designee. b) Travel authorizations for the executive team is the City Manager, or designee c) Travel authorizations for members of the City Council must first be approved by City Council. 2. The City Manager, or designee, may at any time restrict travel and/or direct additional approvals as necessary to be obtained prior to any travel being authorized. If so directed, that stated policy and process for travel and travel authorization remains in effect and supersedes any approvals listed in this Administrative Directive during the given time period. 3. The traveler shall complete the "Travel Authorization" form {Attachment C}, read and sign the Travel Request Acknowledgement section, and forward to the department head for approval prior to the start date of the itinerary. <ol style="list-style-type: none"> a) All anticipated expenses associated to the trip should be included in the Travel Authorization form including all items that may be paid, other than by the traveler, such as registration or conference fees, airline tickets, etc.

Authorizations
(Cont'd)

- b) Conferences, conventions, training classes and other meetings may require inclusion of a formal brochure including dates, costs and other materials to document itinerary details and anticipated expenses.
- 4. The department head (or City Manager or designee in cases of executive team travel) will review the Travel Authorization form for the reasonableness of the anticipated expenditures and for comparison with budgeted travel expense allocations and will indicate total or partial approval or disapproval of request on the Travel Authorization form.
- 5. After approval, the Travel Authorization form should be forwarded to the department's designated Travel Coordinator for processing in the SAP travel module.
- 6. Any emergency trip that is taken without a prepared and signed Travel Authorization form must be approved verbally in advance either by the City Manager or their designated representative or the respective department head.
 - a) While on an authorized trip, if the traveler encounters unanticipated expenses which will exceed the total authorized for the trip, the traveler should contact their supervisor or manager immediately to report the item and gain verbal approval for the expenditure.
 - b) Each Department should set their own guidelines regarding dollar amounts and required reporting methods and timelines for this type of occurrence.
- 7. Expenses paid by an outside entity should not be entered in the City's accounting system. Authorization forms in addition to the disclosure forms required under City policy should be completed and retained at the department level {refer to the City's Ethics Code}.

Advances

- 1. Except in cases involving international travel, the Executive Team including the City Manager, Deputy City Managers, Assistant City Managers, Assistants to the City Manager, Departmental Directors and Assistant Directors, are not eligible to receive travel advances unless approved by the City Manager's Office.
- 2. No travel advance will be provided for less than \$100.
- 3. Authorization for the trip should be requested as soon as the travel is known; however, advances should be requested just prior to the trip start date:
 - a) Multiple advances can be given for the same trip itinerary if necessary to achieve maximum savings on other authorized trip expenses.
 - b) Per Diem should never be computed in advance amounts being issued more than 3 weeks prior to the start of the trip itinerary.
- 4. If a travel advance is requested, the approved Travel Authorization form should be submitted to the Travel Coordinator and subsequently entered and approved in the SAP travel module by Tuesday of a given week in order to receive payment by Friday of the same week.
- 5. Occasionally, situations may arise where a request for a travel advance can not be made within the established time frame. In those occasions, the department head must approve or disapprove such requests. If approved, the department must coordinate with the Accounting Division of the Finance Department to request an exception. Processing of a travel advance payment under these circumstances is at the discretion of the Finance Department.
- 6. If a travel advance is obtained and the trip is not taken, the advance must be repaid within five (5) working days of the trip date. If the trip is postponed, the advance must be repaid and a new advance obtained against a new Travel Authorization form.
 - a) The Travel Coordinator is responsible to process the repayment accordingly and to cancel the trip record in the SAP system.
 - b) The traveler is responsible to obtain and retain a receipt for monies returned to the City.

Payments

1. All travelers are responsible for safeguarding of all monies issued against theft and other acts of negligence. When large cash advances are requested due to length of trip, travelers should be encouraged to convert cash to traveler checks, pre-paid credit or debit cards, or similar monetary instruments. Lost funds may be the responsibility of the traveler and may not be replaced by the City.
2. Payments to Employees are generated through the SAP system weekly. Items entered and approved by Tuesday are processed and payment rendered by Friday
3. When implemented and available, all employee payments for all forms of travel reimbursement will be made by direct deposit to the bank account and information held in the Employee's payroll file. Employees requesting an exemption from this process will require the approval of their home department Director and the CFO

Expense reporting

1. **Within ten business days** after a traveler's return from an authorized trip, the traveler is responsible to complete and submit the following to the department Travel Coordinator. Failure to meet this requirement may result in the delay of reimbursement to the traveler or in clearing of the advance.
 - a) A copy of the original approved Travel Authorization form
 - b) Travel and Miscellaneous Expense Report form **{Attachment D}** completed and signed
 - c) Personal Vehicle Mileage Record (optional, if applicable)
 - d) Original receipts for the following expense items must be retained and attached to the Travel and Miscellaneous Expense Report form:
 - Commercial Transportation including original copy of airline passenger ticket or electronic ticket and boarding pass or other proof of travel.
 - Any additional fees by airline or airport paid by employee must have a receipt for reimbursement. i.e. Baggage fees as allowed and defined above.
 - Lodging – Itemized statement showing detailed description of each charge
 - Conference (or other required event) Registration receipt of payment
 - Rental Car (with prior approval) and associated costs such as parking, fuel
 - All unusual expenses as defined previously
 - All incidental expenses as defined previously
2. **In the absence of lost, forgotten or otherwise unavailable receipts, a traveler may prepare a written statement of expenses.**
 - a) Correspondence must provide as much detail as possible to document the expenses including date, place of purchase, type of purchase, dollar amount, reason for no receipt.
 - b) Department head review and approval is required on the written statement.
 - c) The statement is then included with Travel and Miscellaneous Expense Report form in lieu of the required receipt.
3. The department head or designee will review the Travel and Miscellaneous Expense Report form for eligibility of expenses and then forward it to the department Travel Coordinator for processing.
4. The Travel Coordinator will review these documents for completeness and accuracy, verify the amounts either due the traveler or due to the City, note this on the Travel and Miscellaneous Expense Report forms and enter the information against the approved trip in the SAP system.
 - a) When the travel advance exceeds the amount of approved and eligible expenses, the employee will pay the amount owed (check or money order) within ten days of completion of the trip.
 - b) If the approved expenses exceed the advance given, the difference is paid to the traveler at the next available travel payment run.

**Expense reporting
(Continued)**

5. Travel advances not cleared in a reasonable period of time may be treated as wages and subject to income tax withholding as well as withholding of social security, and Medicare. A reasonable period of time is defined by the Internal Revenue Service, and by this Administrative Directive, as 60 days from the time an advance is issued.
 - a) Once reported to the Internal Revenue, no corrections can be made on the traveler's behalf.
 - b) Any reimbursement due from the traveler to the City for excess advances (if applicable) would still be required.
6. Additionally, travel advances not cleared in a reasonable period of time may result in an employee not being allowed further travel advances. Exemptions for further travel must be authorized by the department head. Restrictions from future travel advances may be enforced as permanent by the Finance Department if the traveler repeatedly fails to submit receipts and other required documents in accordance with this Administrative Directive.

**Calculation of
Per Diem**

Meal expenses incurred by travelers while on official City business are reimbursed on a per diem basis.

1. Official travel time starts at the time the traveler leaves their home, office, or other point of departure and ends at time the traveler returns to their home, office, or other point of return
2. Travelers are eligible for a per diem allowance while on approved, official business when the official travel status is for more than 12 hours.
3. Employees choosing to extend travel time prior to or at the end of official travel for personal convenience will not be considered on travel status for that time. Travel status would be calculated as if the travel had begun and ended had the traveler not extended the travel.
4. Where meals are provided at no cost to the traveling employee (i.e., paid by someone else, included as part of a conference or other event where attendance is required, hosted, etc.), the per diem allowance for meals should be reduced by 1/3 for each meal (34% for the dinner meal) provided at no cost to the employee. A continental breakfast will not be considered a meal for this purpose of discounting per diem.
5. On the day of departure and day of return, the per diem amount will be pro-rated according to the table below:

Beginning of " Official Travel Time" Date of Departure		Ending of "Official Travel Time" Date of return	
Prior to 11:00 am	100% per diem	Prior to 11:00 am	33% per diem
11:01 am- 5:00 pm	67% per diem	11:01 am- 5:00 pm	66% per diem
After 5:00 pm	34% per diem	After 5:00 pm	100% per diem

6. Absent the discounting and pro-rating of per diem (as provided in items 4 and 5 above), the per diem should not be reduced by the department for the sole purpose of reducing travel costs.

**Non-Employee
Re-imbursements**

1. Approval by the responsible City department, City Manager's office, or City Council is required prior to the expected travel date. Travelers should use the Travel Authorization form to document the anticipated expenditures.
 - a) Other document requirements such as conference brochure, itineraries, or agendas are still required for approval.
 - b) The department may accept an electronic version of the travel forms from the individual if time sensitive; but approval signature requirements and record retention remain the same.
 - c) Travelers must also comply with any additional reports, forms, and any additional limitations on expenditures as dictated by the terms of a grant funding the travel, the rules and policies of the associated board, or the rules of any other entity that affects or monitors the board's activity.
 - d) The City department which approves the travel expenditure is responsible to supply the traveler with a copy of the signed approval document, information regarding receipt requirements, all procedures and guidelines for expenditures and forms required as per this Administrative Directive before travel begins. A copy of this Administrative Directive should be made available.
2. Upon completion of the travel, the traveler should complete the Travel and Miscellaneous Expense Report form and attach all original receipts as required by this Administrative Directive and submit to the approving department.
 - Completion of a Vendor Creation Master Data Form and associated required W-9 form may be required if the traveler is not currently in the SAP Master data.
3. Non-City employees are not eligible for Advances on travel.
4. Department Travel Coordinator should review all reports and receipts as to compliance to this Administrative Directive and process the travel reimbursement through the SAP system as a non-PO payment.
 - a) If the Travel Coordinator does not have this SAP role, the documents should be entered by an approved non-PO processor.
 - b) Record retention as required for all non-PO documents should be followed.
 - c) Reimbursements for travel expenses require additional field entries in SAP. It is recommended that the Travel and Miscellaneous Expense Report forms and receipts be scanned and attached to the non-PO document in SAP, allowing Accounts Payable review of all documentation for any needed corrective actions.
5. Any payment made that is not supported with approvals, forms and receipts as required by this Administrative Directive may be considered by the IRS as payment under a non-accountable plan and may require reporting to the IRS as reportable income on a 1099 Misc form.
6. Travel reimbursements for expenditures incurred for pre-employment activities including travel costs, lodging, mileage, etc. are approved by either the hiring department or by the Human Resources Department of the City as appropriate for the position.
 - a) Department head or Human Resources approval is required and should be documented.
 - b) Reimbursement may be limited to transportation costs and should be clearly communicated with the individual prior to travel. Meals, local transportation, lodging, incidental expenses are at the discretion of the approving department, and if approved, spending limits and receipt requirements should be clearly communicated to the individual and appropriately documented prior to the travel.
 - c) Individuals requesting reimbursements are held liable to submit a formal request including signatures and original receipts for each item same as defined in this Administrative Directive to include but not limited to electronic tickets and boarding passes, meal receipts, and hotel detailed billing.
7. The Travel Authorization form and the Travel and Miscellaneous Expense Report form available for employee use should be utilized for non-employee submission whenever practical.

Roles & Responsibilities

<p><u>The Finance Department</u></p>	<ol style="list-style-type: none"> 1. The Finance Department is the authority and owner of the travel reimbursement process and responsible to update this Administrative Directive and/or attachments and addendums when required. 2. Responsible to review and approve all SAP role requests for Travel Coordinators and Travel Approvers. 3. Prepare payments for and ensure proper accounting of all approved and eligible travel-related expenditures. 4. Report to the City Manager's Office on a monthly basis any travel reconciliation/receipts that have not been submitted to Finance within significant prescribed time frames established by this Administrative Directive. 5. Conduct compliance reviews. 6. Prepare and request updates to SAP Travel Module tables for per diem changes and mileage rate changes for correct calculations. 7. Provide support to department Travel Coordinators and Travel Approvers.
<p><u>SAP Production Support (ITSD)</u></p>	<ol style="list-style-type: none"> 1. Setup security access for Travel Coordinators and Travel Approvers upon completion of Travel Management training class. 2. Provide Technical Support to Travel Coordinators and Travel Approvers 3. Update SAP per diem and mileage rate tables as submitted and directed by the Finance Department.
<p><u>Departments/ Department Directors</u></p>	<ol style="list-style-type: none"> 1. Assign appropriate staff to duties of departmental Travel Coordinator and travel Approver, including individuals for backup of both roles as appropriate and as required. 2. Ensure Travel Coordinator and Travel Approvers and backups are formally and properly trained in the SAP TRIP transaction, in all processes relevant to the department's travel needs, and with all policies in this Administrative Directive. 3. Make every effort to anticipate travel expenses so that such expenses will be accurately budgeted. 4. Be expected to ensure that travel expenses do not overrun travel appropriations through the course of the fiscal year by reviewing the reasonableness of anticipated expenditures and the financial feasibility of the trip. 5. Review all requests for travel authorization. Such review shall include a determination whether travel is necessary and a determination of the reasonableness of those expenses for payment by the City; 6. Ensure that the selection and acquisition of related arrangements (transportation, accommodation, advances, etc) are consistent with the provision of this directive. 7. Pre-authorize travel according to the provisions of this Administrative Directive and verify and approve travel expense claims on the designated forms before reimbursement. 8. Provide all employees and new employees this Administrative Directive and other department specific directives which address travel. 9. Enforce deadlines for timely submission from traveler; prompt processing by Travel Coordinator and approvers, as per all timelines given in this directive. Ensure all travel advances are reviewed and cleared promptly. 10. Coordinate with the departmental assigned Human Resource Specialist and Human Resource Generalist to ensure all employees separating from City employment or transferring to another City department are checked for any outstanding travel advance or other open item due to the City.

Travel Coordinator

1. Attendance at Formal SAP training class for Travel Management is mandatory prior to SAP role being granted.
2. Review and comply with all items as directed in this Administrative Directive.
3. Make copy of Travel AD available for employees to review before traveling and obtain a signed acknowledgement form for receipt and agreement to this Administrative Directive.
4. Grant travel privileges for City employees in SAP System. Ensure the work location is entered and accurate and report any changes necessary to the department's Human Resources Specialist (HRS).
5. Obtain hard copy of Travel Authorization and Travel and Miscellaneous Expense Report signed and approved by Department head or designee before entering in SAP.
6. Verify 'pre-paid' expenses are properly recorded on the Travel Authorization form and entry into SAP.
7. Best practice would include verification of payment and document clearing in appropriate SAP or p-card transactions.
8. Make sure trips are entered and approved by Tuesday of each week for payment to be completed by Friday of each week. Notification of any variations to this schedule due to City holidays will be issued by Finance prior to the effected week and should be communicated appropriately to assigned department.
9. Use SAP system and transactions to review and monitor travel documents in process including use of transactions to view approved trips and compare to documents entered; check the vendor record for each employee to ensure document has posted correctly within the timeline given to ensure prompt payment.
10. Maintain original travel records and receipts for assigned departments per City's record retention policy.
11. Monitor all outstanding advances and open items for assigned department and make sure trips are closed out within 10 business days of when the traveler returns from trip.
12. If a trip is not taken, ensure the advance is repaid to the City within the designated five (5) working days, process the repayment from the employee for any advance funds issued, and cancel the trip record in the SAP system.
13. Ensure no additional advance is given if traveler currently has a past due, outstanding travel advance unless written approval has been given by the department head.
14. Respond to Finance/Audit inquires in a timely manner.
15. Inform traveler when money is owed back to the City from Trip and provide guidance on how to submit and clear debt. Deposit of funds to be made promptly and within guidelines of the Cash Handling AD 8.1.

Travel Approver

1. Attendance at Formal SAP training class for Travel Management is mandatory prior to SAP role being granted.
2. Review and comply with all items as directed in this Administrative Directive.
3. Review Travel Authorization and Travel and Miscellaneous Expense Report forms for errors.
4. Timely approval of entered trips using SAP to meet established timelines and ensure prompt payment to travelers.
5. Assist Travel Coordinator in monitoring all outstanding advances and open items for assigned department and make sure trips are closed out within 10 business days of when the traveler returns from trip.
6. Ensure no additional advance is approved if traveler currently has a past due, outstanding travel advance unless written approval has been given by the department head.
7. Respond to Finance/Audit inquires in a timely manner.

<u>Traveler</u>	<ol style="list-style-type: none"> 1. Be conservative in their expenditures while traveling on City business as if such costs were being paid by themselves. Reasonable records and original receipts of travel expenses need to be maintained. 2. Obtain prior authorization to travel by submission of the Travel Authorization form. Accurately list all categories of expenses anticipated to be incurred and sign the form as indicated after the Traveler Request Acknowledgement. 3. Traveler's signature on the Travel Authorization form attests to an understanding and agreement to amounts authorized for travel and the amount and purpose of any advance being requested. 4. Travelers should have full understanding of accountabilities upon completion of the authorized trip and steps to be taken should the trip be cancelled or postponed. 5. Submit fully completed travel expenses claims according to the provision of this Administrative Directive with necessary supporting documentation, including original receipts and explanations as required. <ol style="list-style-type: none"> a) Traveler may remove or redact personal information such as personal credit card numbers, mileage account numbers, home address, DOB, SSN or other information that is not pertinent to the expense receipt. b) Travelers are reminded that any receipt submitted to the City becomes a public document and subject to open record requests. 6. Be responsible for safeguarding of travel advances and funds provided. 7. Submit claims and clear any debt for travel advance if any, no later than ten business days after completion of travel. Any monies owed to the city must be paid in full within the ten business days. Any fund owed due to trip cancellation or postponement must be paid in full within 5 calendar days of notification. 8. The traveler is responsible to obtain and retain a receipt for monies returned to the City.
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Internal Controls	
<u>Automated system</u>	SAP System shall be used as the City's "System of Record" for all travel activities.
<u>Department Review and Reconciliation</u>	All travel activity should be recorded in a manner to permit the timely processing of payments. Review and reconciliation of open items should be performed on a monthly basis to ensure the accurate financial reporting of the City's financial activity.
<u>Fraud</u>	<ol style="list-style-type: none"> 1. An individual who suspects fraudulent activity shall contact their supervisor immediately. 2. Departmental controls shall include a practical means for employees to report instances where system controls are overridden that could be indicative of fraud.
<u>Other Guidelines</u>	<ol style="list-style-type: none"> 1. Senior fiscal staff shall monitor and assess, on at least an annual basis, any risk areas and adopt appropriate strategies to manage Accounts Payable functions and thereby minimize opportunities for noncompliance of any policies or laws referred to in Section 1 of this directive. 2. If there is suspicion regarding non-compliance with this Administrative Directive, management shall be informed for further review.

Attachments	
Designated Travel Agency announcement	Attachment A
Personal Vehicle Mileage Record Form	Attachment B – Also see COSA WebForms
Travel Authorization form	Attachment C – Also see COSA WebForms
Travel and Miscellaneous Expense Report Form	Attachment D – Also see COSA WebForms
Reference Materials	
Frequently Asked Questions	Attachment E

This directive supersedes and rescinds AD 2.3 Travel Authorization and Expenses and all previous correspondence on this subject. Information and/or clarification may be obtained by contacting the Finance Department 207-5734.

**CITY OF SAN ANTONIO
DESIGNATED TRAVEL PROGRAM
ANNOUNCEMENT**

- Effective immediately, all travel must be booked through two local travel agencies under contract with the City to provide discounted services for airline, hotel and rental car. The agencies are:

<p>Alamo Travel Group, LP 9000 Wurzbach Road San Antonio, Texas 78240</p> <p>210-593-0084</p> <p>www.alamotravel.com</p> <p>Full Service Agents by Phone</p>	<p>Corporate Travel Planners, Inc. 1919 N.W. Loop 410, Suite 200 San Antonio, Texas 78213</p> <p>210-524-3376</p> <p>www.ctptravelservices.com</p> <p>Online Booking Or Full Service Agents by Phone</p>
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- These contracts accessed through the University of Texas and State Cooperative Program provide the City with national/international discounts, corporate rental car rates and State contract discounts to offer the best pricing available for travel.
- Both contracts include lower travel agency service fees.
- Monthly travel management reports will improve ability to monitor expenditures and compliance with the specified parameters of the travel policy.
- Quarterly agency reviews provide feedback to improve savings opportunities.
- Departments have been assigned to an agency listed above and the Travel Coordinators will be contacted to schedule training on the new process.



City of San Antonio Travel Authorization

Traveler Information

The following person is hereby authorized to proceed on official City business to the following named places and return to San Antonio on or about the dates indicated and to be reimbursed for the travel expenses incurred in the performance thereof from City funds in accordance with prescribed policies and procedures applied to the conditions of travel set forth herein and it is hereby certified that funds to cover the cost are available as cited.

*SAP Employee #: _____

SAP Trip #: _____
(For Accounting Use Only)

*First Name: _____ M.I.: _____ *Last Name: _____ Suffix: _____

*Department: Animal Care Services

*Position/Job Classification: _____

Dates and Destination

*Destination or Itinerary - if more than one point, indicate "in order listed" or "any order":

*Purpose and Justification of Travel:

*Estimated Departure Date: _____ Time: _____

*Estimated Return Date: _____ Time: _____

Itemized Cost Estimate

Expenditure Category: _____ Estimated Cost: _____

*Transportation: Airfare Bus Rail Prepaid \$ _____
 POV-Total Miles Traveled: _____ @ \$0.51 per mile (Effective 01/01/11 \$0.51)

*Lodging: Double-occupancy rate for lodgings authorized Prepaid \$ _____

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

Meals:	Date:	Date:	Date:	Date:	Date:	Date:	Totals:
Breakfast:	\$	\$	\$	\$	\$	\$	\$
Lunch:	\$	\$	\$	\$	\$	\$	\$
Dinner:	\$	\$	\$	\$	\$	\$	\$

Meals: (Total estimated amount) \$ 0.00

Registration / Tuition / Conference Fees: (attach copy of program, agenda, etc.) Prepaid Includes Meals \$ _____

Transportation at location: (taxi, bus, shuttle, parking, rental car) \$ _____

Other incidentals: (list) _____ \$ _____

Special expenses authorized or limitations imposed: (list) _____ \$ _____

Attach additional sheets if necessary.

Total Estimated Cost: \$ 0.00

Travel Advance Authorized: \$ _____



City of San Antonio Travel Authorization

Cost Center and/or Internal Order to be charged: (Fiscal Use Only) _____

*Fiscal Manager Review: _____

Travel Request Acknowledgement

I am submitting this Travel Request and agree to policy and procedure established in AD 8.31. I will submit all receipts within 10 days of my return from this trip and will also submit any amount due to the City if the travel advance exceeds the approved and eligible expenses from the trip.

Traveler's Acknowledgement: _____ Date: _____

Division Manager/
Assistant Director: _____ Date: _____

Department Head: _____ Date: _____

City Manager or
Designee: (if required) _____ Date: _____

When complete, use the **Print** button provided.
Submit this form to your manager for approval and further processing.



City of San Antonio Travel & Miscellaneous Expense Report

Traveler Information

- Travel Expense Report
- Out-of-Pocket Expense

Trip #: _____
(From Authorization Form—Attach Copy)

Trip #: _____
(For Accounting Use Only)

*SAP Employee #: _____ *Department: _____

*First Name: _____ M.I.: _____ *Last Name: _____ Suffix: _____

*Start Date: _____ *End Date: _____

*Reason for Trip: _____ *Region: _____

*Cost Center or Internal Order No.: _____ *G/L: _____

Travel Expenses

Car Mileage: Total mileage traveled: _____ X \$0.51 per mile. (Effective 01/01/11 \$0.51) \$ 0.00

Meals: Daily per diem rate: _____ X _____ days @ 1/3: \$0.00

X _____ days @ 2/3: \$0.00

X _____ days @ full: \$0.00 \$ 0.00

GSA per diem rates - <http://www.gsa.gov/portal/category/21287>

Transportation: Airfare Bus Rail Prepaid \$ _____

Other Transportation and Incidentals: (taxi, bus, shuttle, parking, rental car, copying, faxing, etc.)

Date	Vendor	Expense Item / Explanation	Amount	Add
			\$	Delete

Lodging: Hotel Name: _____ Prepaid \$ _____

Registration / Tuition / Conference Fees: G/L _____ Prepaid \$ _____

Total Travel Expenses: \$ 0.00

Amount of Travel Advance: \$ _____



City of San Antonio Travel & Miscellaneous Expense Report

Out-of-Pocket Expenses (not travel)

Date	Vendor	Expense Item / Explanation	Cost Center / IO G/L to charge	Amount	Add
				\$	Delete

Total Out-of-Pocket: \$ _____

Total Expense Report: \$ 0.00

Due City: \$ 0.00

Due Traveler: \$ 0.00

Acknowledgements

I certify that these expenses were actually incurred by me in the performance of official City business as documented with the attached receipts and request reimbursement.

Signature of Traveler /
Employee: _____

Date: _____

Signature of Approval
Authority: _____

Date: _____

When complete, use the **Print** button provided.

Attach receipts and submit this form to your manager for approval and further processing.

Frequently Asked Questions:

Administrative Directive 8.31 Revised January 2011

Q: I'm attending a conference in Austin that starts on Monday at 9am to 4pm. I prefer to travel to Austin on Sunday night, stay at my Sister's house, returning to my home after the conference concludes on Monday. When does per diem start and stop for this trip? What about mileage?

A: **Overnight hotel or travel is not allowed within 180 miles of San Antonio so the Sunday night activity is done for the convenience of the traveler. Any per diem and the extra mileage incurred is not reimbursable. Remember that whether a travel receives per diem or not is still based on official travel status. Travel Status should be calculated as if you left your home on Monday morning to drive directly to the conference and the expected return on Monday evening. Per diem is then determined if the travel status is 12 hours or more, per diem should be paid. Mileage is calculated in the same manner and any extra miles traveled to the sister's house and to the conference Monday morning should not be reimbursed.**

Q: From my personal travel, I have accumulated a free flight that I am not able to use prior to expiration. I have a City trip approved; can I use the free flight ticket and request reimbursement from the City for the value of the ticket?

A: No, paid tickets and matching boarding passes are required for reimbursement.

Q: My airfare was arranged by a travel agency and the City paid the fare directly. Do I need to submit any receipts?

A: On the Travel expense form the airfare is marked as pre-paid, a copy of the travel agency itinerary should be included with the documentation for settling the trip. The boarding passes for each flight are still required submission (where available).

Q: A group of 4 employees has been registered for a class in San Marcos and the department has arranged a City vehicle to depart from the normal business site for all 4 employees and to return to the business site. I live in New Braunfels and it is less miles for me to travel to San Marcos in my own vehicle than to drive to San Antonio and travel in the City vehicle. Can I submit mileage from my home to the class in San Marcos?

A: No. This directive states that an employee can not submit for mileage to/from an approved event if a City vehicle has been provided for that purpose. Also, the City never allows payment for commuting to and from the work site. In this case, the miles to the training site are less than your normal commute to the office, so mileage would not be an eligible request.

Attachment E

Q: I'm travelling with 2 other employees to a conference and neither has a credit card to book their airline ticket. Can I put all 3 tickets on my credit card and can I request an advance for the total amount?

A: No. All travelers are required to work with the departmental travel coordinator or other administrative staff to book airline tickets through the designated travel agency to ensure the lowest price available. Advances may be requested for your own trip-related expenses only. Other expenses to be incurred on the trip such as registration fees, hotel fees, can also be pre-paid for those employees if needed.

Q: Can my Director claim mileage for a trip to Austin since there are 2 other employees traveling with him?

A: No. If the person responsible for the vehicle receives a car allowance each month, mileage can not be claimed.

Q: How should hours be paid for an hourly-paid employee while on travel status? Once at a multiple day training event, is commuting to/from the conference site paid time?

A: This is basically a HR question, and is subject to change with updates to current policy, exceptions based on job classifications, or changes in applicable labor laws. In general, time is calculated to include the travel time to and from the destination. If the trip includes multiple days, the days other than the travel days, should be paid as if the conference is the assigned work location for the day. Pay from the start time of the conference to end time of the conference for each day. Travel time to/from lodging to the conference would be considered commuting time to/from work location for the day, which is not reimbursable under City policy.

Q: The policy allows for first class air travel when required for reasonable accommodation due to a physical disability which impedes coach travel. What types of disabilities are covered? What about other charges incurred?

A: Because of the continuous changes to the ADA laws, consult with your HR Generalist to identify if the accommodation is both reasonable and necessary. All expenses still require approval from the CMO (or designee) prior to authorization of the expense for the trip.

Q: I have an employee that doesn't like to fly so is requesting mileage for an upcoming trip instead of airfare. I've done the cost comparisons and airfare is cheaper. Can he do that?

A: The Intercity transportation section states payment of transportation costs will be based on the most economical mode of transportation. The maximum the traveler can request for mileage is the dollar value of the lowest cost available airfare. And, since driving is done for personal preference:

1. per diem should be calculated based on times to and from the destination as if using the airfare
2. no additional transportation costs would be allowed (such as parking at the hotel)

Attachment E

3. **No additional administrative leave should be granted to allow for additional time driving.**

Q: While traveling, I unexpectedly needed to use the hotel internet connections for City business and I was charged a flat rate. I did not include this expense in the estimate for the trip, can I still be reimbursed?

A: **Each department should have a written plan for this type of unexpected, miscellaneous, incidental expenses incurred after the trip has begun. You should know that process and follow the department rules.**

Q: We have some upcoming training in Houston for employees, which is funded by another agency. We submit the expenses to the City and then seek reimbursement from the agency. They will not reimburse for mileage on a government-owned car (City vehicle), but will reimburse the expense of a rental car. Use of the rental car is more cost-effective than cost of airfare for the employees, but how do we supply sufficient justification to take the rental car versus a city vehicle?

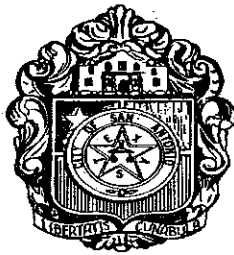
A: **During completion of the Travel Authorization process, remind the traveler to submit the disclosure form as required by the City's ethic's code for reimbursement to be paid by a third party. The agency rules for travel can and should prevail, making use of a rental car the approved transportation method. Submit the agency's policy or the reimbursement forms as additional backup and justification when you complete the Travel Authorization form. Department head approval is still required and the driver must be qualified as if driving a City vehicle as stated in this AD.**

Q: An employee is traveling to Austin for a training session. She leaves from her home at 8:00 am and returns at 5:00pm. Is she due per diem or a partial per diem?

A: **No, official travel status of 12 hours much be achieved before per diem is calculated.**

Q: I'm attending a conference in San Diego 4 months from now and have created the Travel Authorization Form (approved). I paid the registration fee to take advantage of an early bird rate on the conference registration fees and course materials and asked for the travel advance to be processed. I only received the reimbursement for the registration fee, why did I not get the entire amount in the advance?

A: **The advance amount which includes per diem and other miscellaneous expenses should not be paid to the traveler until just prior to the travel date. These funds are not needed by the traveler prior to the actual travel dates and should be held by the City until needed. The travel coordinator will submit an additional advance request just prior to the departure date for the balance of the advance as authorized.**



CITY OF SAN ANTONIO

EMPLOYEE ACKNOWLEDGMENT FORM FOR

ADMINISTRATIVE DIRECTIVE 8.31 Travel

Employee:

I acknowledge that on _____, 20____, I received a copy of Administrative Directive 8.31 Travel. I understand if I should have any questions I should contact my Human Resources Generalist.

_____	_____
Employee Name (Print)	Department
_____	_____
Employee Signature	SAP ID #

Supervisor:

I certify that on _____, 20____, I provided a copy of this administrative directive to the above named employee.

_____	_____
Supervisor (Print)	Supervisor Signature



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

FEB 23 2016

Unicom Government, Inc.
2553 Dulles View Drive
Suite 100
Herndon, VA 20171

Attention: Sonya Hayes, VP of Operations

Reference: RFP 2000001701, Technology Products, Services, Solutions & Related
Products and Services

Dear Ms. Hayes:

Acceptance Agreement

Contract Number: 4400006645


This acceptance agreement signifies a contract award for Section 3.1.2; Technology Services and Solutions and Related Products and Services. The period of the contract shall be from May 1, 2016 through April 30, 2019, with four one-year renewal options or any combination of time equally not more than four years.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The Attached Memorandum of Negotiations.

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificate according to Section 17 of the Fairfax County Contract, within 10 days after receipt of this letter. All questions in regards to this contract shall be directed to the Contract Specialist, Lonnette Robinson, at 703-324-3281 or via e-mail at Lonnette.Robinson@fairfaxcounty.gov.

Sincerely,


Cathy A. Muse, CPPO
Director/County Purchasing Agent



Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm
Phone 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

MEMORANDUM OF NEGOTIATIONS RFP2000001701

The County of Fairfax (hereinafter called the County) and UNICOM Government, Inc., (hereinafter called the "Contractor") agree to the following negotiated issues. The issues listed below shall be part of any subsequent contract.

- a. The County's Request for Proposal RFP2000001701 and all Addenda;
- b. The Contractor's Technical Proposal dated October 7, 2015;
- c. The Contractor's Best and Final Cost Proposal sent on December 22, 2015;
- d. This Memorandum of Negotiation;
- e. County purchase order;
- f. Any amendments subsequently issued.

In addition, the County and the Contractor agree to the following:

1. UNICOM is awarded a contract for section 3.1.2 of the RFP, Technology Services and Solutions, as well as any products associated with the services and solutions being provided.
2. Any discounts are minimum discounts and any rates are not-to-exceed rates.
3. Any End User License Agreements (EULA's) referenced in Contractor's proposal is not incorporated as a part of the contract.
4. The Lead Public Agency acknowledges for itself and on behalf of each Participating Public Agency electing to procure under the Master Agreement that it may be required to execute one or more applicable Contractor standard contract documents if and when it orders one or more technology product, service/solution. At the time that an order for a technology product, service/solution is placed by a Public Agency, the Public Agency will review the applicable standard contract document(s) and, if acceptable to each particular Public Agency, complete and sign such document(s). Contractor agrees and acknowledges that if and when an order for one or more technology product, service/solution is placed by Lead Public Agency, Contractor may be required to execute a Contract Addendum substantially in the form attached hereto as License Agreement Addendum.

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm
Phone 703-324-3201, **TTY:** 1-800-828-1140, **Fax:** 703-324-3228

5. In the event that additional third-party products are procured under the Contract, the Contractor agrees to provide a copy of any and all applicable third-party agreements for review by the County. The County reserves the right to negotiate the terms and conditions of the third-party agreements associated with the use of the third-party products prior to issuing the purchase order for additional products.
6. The parties agree that any Statement/Scope of Work (SOW) and/or Service Level Agreement will be subject to negotiations and will be binding upon the parties and set forth in a written amendment to the Contract signed by the County Purchasing Agent and the Contractor.

ACCEPTED BY:




(Signature)

Corry Hong

(Printed Name)
UNICOM Government, Inc.

February 3, 2016
Date



Cathy A. Muse, CPPO, Director
Department of Purchasing and Supply Management

2/22/16
Date

LICENSE AGREEMENT ADDENDUM

Fairfax County (hereinafter referred to as "the County") and UNICOM Government, Inc. ("Supplier"), a business incorporated in Delaware, F.E.I.N. 54-1248422, having its principal place of business at 2553 Dulles View Drive, Suite 100, Herndon, Virginia, are this day entering into a contract and, for their mutual convenience, the parties are using the standard form contracts provided by Supplier. This addendum, duly executed by the parties, is attached to and hereby made a part of Supplier's standard form contracts and together shall govern the use of any and all Technology Services/Solutions and Related Services/Solutions licensed by the County whether or not specifically referenced in the order document.

As used herein, the term "contract" shall mean Supplier's standard form contract(s) and any and all exhibits and attachments thereto, and any additional terms and conditions incorporated or referenced therein. The term(s) "Customer," "You," and/or "you," as used in the contract(s), shall mean, as applicable, Fairfax County, or any of its officers, directors, agents or employees.

Supplier's standard form contracts are, with the exceptions noted herein, acceptable to the County. Nonetheless, because certain standard clauses that may appear in, or be incorporated by reference into, Supplier's standard form contract(s) cannot be accepted the County, and in consideration of the convenience of using those forms, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Supplier's standard form contract(s), none of the following shall have any effect or be enforceable against the County or any of its officers, directors, employees or agents:

1. Requiring the application of the law of any state other than the Commonwealth of Virginia in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in any court other than a circuit court of the Commonwealth of Virginia;
2. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the County, or its officers, directors, employees or agents if the contract is terminated before its ordinary period;
3. Imposing any interest charge(s) contrary to that specified by § 2.2-4352 of the Code of Virginia;
4. Requiring the County to maintain any type of insurance either for the benefit of the County or for Supplier's benefit;
5. Granting Supplier a security interest in property of the County or the Commonwealth or any of their officers, directors, employees or agents;
6. Requiring the County or any of its officers, directors, employees or agents to indemnify or to hold harmless Supplier for any act or omission;
7. Limiting or adding to the time period within which claims can be made or actions can be brought (Reference *Code of Virginia* §8.01 et seq.);
8. Limiting selection and approval of counsel and approval of any settlement in any claim arising under the contract and in which the County or any of its officers, directors, employees or agents is a named party;
9. Binding the County or any of its officers, directors, employees or agents to any arbitration or to the decision of any arbitration board, commission, panel or other entity;

10. Obligating the County, or any of its officers, directors, employees or agents, to pay costs of collection or attorney's fees;
11. Requiring any dispute resolution procedure(s) other than those in accordance with the Fairfax County Purchasing Resolution and the Code of Virginia;
12. Permitting Supplier to access any County records or data, except pursuant to court order, or as required by law;
13. Permitting Supplier to use any information provided by the County except for Supplier's own internal administrative purposes, or as required by law;
14. Requiring the County to limit its rights or waive its remedies at law or in equity, including the right to a trial by jury; and
15. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned representative of the County to bestow or incur on behalf of the County.
16. Establishing a presumption of severe or irreparable harm to Supplier by the actions or inactions of the County;
17. Limiting the liability of Supplier for property damage or personal injury;
18. Permitting Supplier to assign, subcontract, delegate or otherwise convey the contract, or any of its rights and obligations thereunder, to any entity without the prior written consent the County except as follows: Supplier may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party provided assignee agrees in writing to be bound by the terms and conditions set forth in the contract and provided such third party is a U.S.-based entity or maintains a registered agent and a certification of authority to do business in Virginia, or to an affiliate of Supplier, provided Supplier remains liable for affiliate's compliance with the terms and conditions set forth in this Contract;
19. Not complying with contractual provisions 1, 8, 10, 11, 12, and 13 at the following URL, which are mandatory provisions, required by law or by the Fairfax County Purchasing Resolution, which are hereby incorporated by reference: <http://www.fairfaxcounty.gov/purchasing/po/termsandcondition.htm>.

The terms and conditions in documents posted to the aforereferenced URL are subject to change pursuant to action by the legislature of the Commonwealth of Virginia or a change in the Fairfax County Purchasing Resolution as adopted by the Fairfax County Board of Supervisors. Software Publisher is advised to check the URL periodically;

20. Not complying with the contractual claims provision of the Fairfax County Purchasing Resolution which is also incorporated by reference;
21. Enforcing the United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods. They are expressly disclaimed. UCITA shall apply to this contract only to the extent required by § 59.1-501.15 of the Code of Virginia;
22. Not complying with all applicable federal, state, and local laws, regulations, and ordinances;
23. Requiring that the County waive any immunity to which it is entitled by law;

24. Requiring that the County, which is tax exempt, be responsible for payment of any taxes, duties, or penalties;
25. Requiring or construing that any provision in this contract conveys any rights or interest in County data to Supplier;
26. Obligating the County beyond approved and appropriated funding. All payment obligations under this contract are subject appropriations by the Fairfax County Board of Supervisors for this purpose. In the event of non-appropriation of funds for the items under this contract, the County may terminate, in whole or in part, this contract or any order, for those goods or services for which funds have not been appropriated. This may extend to the renewal of maintenance services for only some of the licenses granted by Supplier. Written notice will be provided to the Supplier as soon as possible after legislative action is completed. There shall be no time limit for termination due to termination for lack of appropriations;
27. Permitting unilateral modification of the contract by Supplier;
28. Permitting unilateral termination by Supplier of the contract or the licenses granted thereunder, or permitting suspension of services by Supplier, except pursuant to an order from a court of competent jurisdiction, or as required by law;
29. Requiring or stating that the terms of the Supplier's standard form contract shall prevail over the terms of this addendum in the event of conflict;
30. Renewing or extending the contract beyond the initial term or automatically continuing the contract period from term to term;
31. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the County before the contract is considered in effect;
32. Delaying the acceptance of the contract or its effective date beyond the date of execution;
33. Defining "perpetual" license rights to have any meaning other than license rights that exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the contract;
34. Permitting modification or replacement of the contract pursuant to any new release, update or upgrade of Software or subsequent renewal of maintenance. If Supplier provides an update or upgrade subject to additional payment, the County shall have the right to reject such update or upgrade;
35. Requiring purchase of a new release, update, or upgrade of Software or subsequent renewal of maintenance in order for the County to receive or maintain the benefits of Supplier's indemnification of the County against any claims of infringement on any third-party intellectual property rights;
36. Prohibiting the County from transferring or assigning to any entity the contract or any license pursuant to the contract;
37. Granting Supplier or an agent of Software Publisher the right to audit or examine the books, records, or accounts of the County other than as may be required by law;

The parties further agree as follows:

38. Supplier warrants that it is the owner of the Software or otherwise has the right to grant to the County the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.
39. Supplier agrees to indemnify, defend and hold harmless the County or its officers, directors, agents and employees ("County's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against the County's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) any act or omission of any employee or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Software, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the County against whom the claim has been asserted. This indemnification provision shall supersede any infringement indemnification provision set forth Supplier's standard form contract(s). No limitation of liability provision included in the contract shall apply to Supplier's indemnification obligations under this paragraph.
40. The County shall not be required to maintain as confidential any information, data, or records that have not been properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F) and are not otherwise exempted from the provisions of the Virginia Freedom of Information Act, Va. Code Ann. § 2.2-3700, *et seq.*
41. All information provided by the County pursuant to the contract shall be treated as confidential information and shall not be disclosed by Supplier, its employees, agents or subcontractors, except as specifically set forth in the contract documents. The County's confidential information shall include, but shall not be limited to: (a) Protected Health Information, as defined in HIPAA, which shall be subject to the County Business Associate Agreement, if applicable; and (b) any personally identifiable information included in information provided by the County.

Supplier shall indemnify and hold the County harmless including, its officers, trustees, employees, and agents, from any and all claims, penalties, fines, costs, liabilities or damages, including but not limited to reasonable attorney fees, incurred by the County as a direct result of the acts or omissions of Supplier, its employees, officials, agents, or subcontractors that cause a failure to maintain confidentiality of information as required under the contract and applicable law, including but not limited to breach of HIPAA requirements and unauthorized access to, or failure to maintain confidentiality of, personally identifiable information. Supplier will promptly provide notice to the County of any breach of security or confidentiality of information provided by the County and shall be responsible for actions required to cure such breach resulting from Supplier's action or inaction. This indemnity obligation is supplemental to any other indemnification obligation set forth in this Addendum. No limitation of liability provision included in the contract shall apply to Supplier's indemnification obligations under this paragraph.

This contract, consisting of this Fairfax County License Agreement Addendum and the Supplier's standard form contract and any and all exhibits and attachments thereto, and any additional terms and conditions incorporated or referenced therein, constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed as of the last date set forth below by the undersigned authorized representatives of the parties, intending thereby to be legally bound.

UNICOM Government, Inc.

Fairfax County

By: 
(Signature)

By: 
(Signature)

Name: Corry Hong
(Print)

Name: Cathy A Muse
(Print)

Title: President & CEO

Title: Director/County Purchasing Agent

Date: February 3, 2016

Date: 2/22/16



County of Fairfax, Virginia

AMENDMENT

Date: APR - 2 2019

AMENDMENT NO. 4

CONTRACT TITLE: Technology Products/Equipment and Technology Services/Solutions

CONTRACTOR

UNICOM Government, Inc.
15010 Conference Center Drive
Suite 110
Chantilly, VA 20151

SUPPLIER CODE

1000012010

CONTRACT NO.

4400006645

By mutual agreement, the above contract is amended to add the following subcontractor:

Subcontractor(s) Name	Street Address	City	State	Zip Code	Anticipated Dollar Amount	Vendor Classification
Kinsey & Kinsey, Inc.	26 North Park Boulevard	Glen Ellyn	IL	60137	Unknown	Unknown

All other terms and conditions remain the same.

Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION:

Finance – Accounts Payable/e
DIT – Michelle Breckenridge/e
DIT – Tanesha Sherrod/e
Matt East - Matt.East@omniapartners.com

Contractor
Contract Specialist – L. Robinson
ACS, Team 1 – J. Waysome-Tomlin

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone (703) 324-3201, **TTY:** 711, **Fax:** (703) 324-3228



County of Fairfax, Virginia

AMENDMENT

Date: **JUL 23 2018**

AMENDMENT NO. 3

CONTRACT TITLE: Technology Products/Equipment and Technology Services/Solutions

CONTRACTOR

UNICOM Government, Inc.
15010 Conference Center Drive
Suite 110
Chantilly, VA 20151

SUPPLIER CODE

1000012010

CONTRACT NO.

4400006645

By mutual agreement, the above contract is amended as follows:

1. To change the contractor's address as summarized below:

	Original Contractor Information	New Contractor Information
Address:	2553 Dulles View Drive	15010 Conference Center Drive
	Suite 100	Suite 110
	Herndon, VA 20171-5219	Chantilly, VA 20151

2. To renew for two (2) years, effective May 1, 2019 through April 30, 2021.

All other terms and conditions remain the same.

ACCEPTANCE:

BY: K. Edward Newkirk
(Signature)

cn=K. Edward Newkirk,
o=UNICOM Government, Inc.,
ou=Vice President and
Corporate Counsel, email=ed.
newkirk@unicomgov.com, c=US

Vice President and Corporate Counsel
(Title)

K. Edward Newkirk

(Printed)

7/6/2018

(Date)

Cathy A. Muse

Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION:

Finance – Accounts Payable/e

DIT – Melanie Quinn/e

Tyler McCall – tmccall@uscommunities.org

U. S. Communities – Scott Wilson swilson@uscommunities.org

Contractor

Contract Specialist – L. Robinson

ACS, Team 1 – J. Waysome-Tomlin

Department of Procurement & Material Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/procurement

Phone (703) 324-3201, **TTY:** 711, **Fax:** (703) 324-3228



County of Fairfax, Virginia

AMENDMENT

Date: **SEP 22 2016**

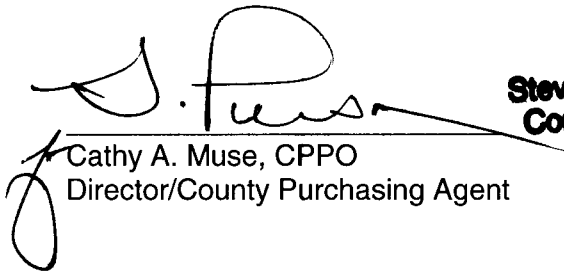
AMENDMENT NO. 2

CONTRACT TITLE: Technology Products/Equipment and Technology Services/Solutions

<u>CONTRACTOR</u>	<u>SUPPLIER CODE</u>	<u>CONTRACT NO.</u>
Unicom Government, Inc. 2553 Dulles View Drive Suite 100 Herndon, VA 20171-5219	1000012010	4400006645

Contract 4400006645 is amended to add not-to-exceed labor rates for overtime/after hours for the labor categories as per the attached Pricing Schedule. Overtime/After Hours represent any hours outside normal business hours, Monday - Friday; 8:00a.m. - 5:00p.m.

All other prices, terms and conditions remain the same.


Cathy A. Muse, CPPO
Director/County Purchasing Agent

**Steve Pierson, CPPB
Contracts Manager**

DISTRIBUTION:

Finance – Accounts Payable/e
DIT – Ron Shoram/e
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Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpmm
Phone (703) 324-3201, **TTY:** 711, **Fax:** (703) 324-3228

Pricing Schedule

Labor Category	Functional Responsibility	Education and Minimum Years of Work Experience	Hourly Rate	Proposed Overtime/After hours Rate
<p>Audio Visual / Communications Member of Technical Staff</p>	<p>Responsible for completing assigned tasks involving projects or proposals, including the development of engineered solutions from specifications, a scope of work, illustration or other communications. Mentors work of all members of the technical staff who may be assigned to a project. The mentoring function includes training, assisting with project tasks, giving direction and guidance, and shall be limited to areas of engineering and tasking.</p>	<p>Engineering or Related Degree with Engineering Experience:</p> <ul style="list-style-type: none"> • MA/MS - <1 year • BA/BS - 2 years 	<p>\$88.14</p>	<p>\$132.21</p>
<p>Audio Visual / Communications Principal Member of Technical Staff</p>	<p>Responsible for completing assigned tasks involving projects or proposals. Mentors the work of all members of the technical staff, including training, assisting with project tasks, giving direction and guidance, and facilitating assignments. Mentoring shall be limited to areas of engineering and tasking.</p>	<p>Engineering or Related Degree, with Engineering Experience and experience mentoring technical personnel:</p> <ul style="list-style-type: none"> • MA/MS - 3 years with 1 mentoring • BA/BS - 5 years with 1 mentoring • HS/GED - 10 years with 2 mentoring 	<p>\$97.24</p>	<p>\$145.86</p>
<p>Audio Visual / Communications Project Manager Level 1</p>	<p>Provides technical and administrative assistance to senior leader of AV / Communications department and project management staff. Assists project management staff by developing and maintaining budget and forecast information, developing and maintaining a system for workload tracking/forecasting, assisting with the development and submission of proposals, performing special studies and assignments as directed, working with experienced PMs to learn project management processes and tools.</p>	<p>Project Management or related discipline:</p> <ul style="list-style-type: none"> • BS - <1 year • HS/GED - 5 years 	<p>\$56.48</p>	<p>\$84.72</p>

Pricing Schedule

Labor Category	Functional Responsibility	Education and Minimum Years of Work Experience	Hourly Rate	Proposed Overtime/After hours Rate
Audio Visual / Communications Project Manager Level 2	Responsible for cradle-to-grave management of assigned projects. Serves as customer point of contact, performs site surveys and develops installation and manpower schedules, oversees operation of video teleconferencing, unified communications and audiovisual projects, prepares and submits purchase requisitions, material inspection and receiving reports/DD250s. Supervises technical installation kickoff meetings with engineering and technician teams, purchasing and quality assurance manager. Negotiates scope and contract value with subcontractors. Prepares and submits proposals for requirement and installation projects.	Project Management: <ul style="list-style-type: none"> • MA/MS - <1 year • BA/BS - 2 years • HS/GED - 7 years 	\$75.75	\$113.63
Audio Visual / Communications Project Manager Level 3	Responsible for cradle-to-grave management of assigned projects. Serves as customer point of contact, performs site surveys and develops installation and manpower schedules, oversees operation of video teleconferencing unified communications and audiovisual projects, prepares and submits purchase requisitions, material inspection and receiving reports/DD250s. Supervises technical and operating teams, purchasing and quality assurance manager. Negotiates scope and contract value with subcontractors. Prepares and submits proposals for equipment and installation projects.	Project Management, with at least 1 year mentoring project management personnel: <ul style="list-style-type: none"> • BA/BS - 5 years • MA/MS - 3 years 	\$84.93	\$127.40
Audio Visual / Communications Senior Project Manager	Responsible for cradle-to-grave management of assigned projects. Serves as customer point of contact, performs site surveys and develops installation and manpower schedules, oversees operation of video teleconferencing unified communications and audiovisual projects, prepares and submits purchase requisitions, material inspection and receiving reports/DD250s. Supervises technical and operating teams, prepares and chairs installation kickoff meeting with technical and operation teams, purchasing and quality assurance manager. Negotiates scope and contract value with subcontractors, and prepares and submits proposals for equipment and installation projects.	Project Management, with supervisory experience: <ul style="list-style-type: none"> • MA/MS - 7 years, 3 supervisory • BA/BS - 9 years, 3 supervisory • HS/GED - 14 years, 4 supervisory 	\$114.45	\$171.68

Pricing Schedule

Labor Category	Functional Responsibility	Education and Minimum Years of Work Experience	Hourly Rate	Proposed Overtime/After hours Rate
Audio Visual / Communications Technician 1	Responsible for installing, maintaining and repairing high-end video teleconferencing, audio, and other telecommunications equipment	AV//Communications or related discipline: <ul style="list-style-type: none"> • HS/Vocational - <1 year 	\$42.28	\$63.42
Audio Visual / Communications Technician 2	Responsible for installing, maintaining, and repairing high-end video teleconferencing, audio, and other telecommunications equipment. Possesses the capacity to oversee the work of other technicians.	AV//Communications or related discipline: <ul style="list-style-type: none"> • Technical School (Electronics or Computers) - 1 year • HS/Vocational - 3 years 	\$65.57	\$98.36
Audio Visual / Communications Technician 3	Responsible for installing, maintaining, and repairing high-end video teleconferencing, audio, and other telecommunications equipment. Possesses the capacity to oversee the work of other technicians and serve as lead site installation technician.	AV//Communications or related discipline: <ul style="list-style-type: none"> • Technical School (Electronics or Computers) - 3 years • HS/Vocational - 9 years 	\$74.64	\$111.96
CAD Operator	Performs administrative and drafting duties including creation, modification and maintenance/storage of CAD files for all jobs, and development and maintenance of CAD standards.	CAD Operator: <ul style="list-style-type: none"> • AA/Technical School - 1 year • HS/GED - 3 years 	\$53.86	\$80.79

Pricing Schedule

Labor Category	Functional Responsibility	Education and Minimum Years of Work Experience	Hourly Rate	Proposed Overtime/After hours Rate
Network Engineer I	Provides design, analysis, and troubleshooting of IP-driven networks, systems and applications. Performs network assessments and QoS studies. Reviews and recommends improvements.	Design, development, and implementation of communication networks and network solutions integration: <ul style="list-style-type: none"> • MA/MS - 1 year • BA/BS - 3 years • AS - 5 years • HS/GED - 7 years 	\$115.93	\$173.90
Network Engineer II	Provides research, development and proof of concept for customer solutions. Participates in the design, assessment, analysis, and troubleshooting of IP-driven networks, systems and applications. Performs network assessments and QoS studies. Reviews and recommends improvements.	Design, development, and implementation of communication networks and network solutions integration, with demonstrated proficiency with administrative tools and applications: <ul style="list-style-type: none"> • PhD - 1 year • MA/MS - 3 years • BA/BS - 5 years • AS - 7 years • HS/GED - 9 years 	\$145.19	\$217.79

Pricing Schedule

Labor Category	Functional Responsibility	Education and Minimum Years of Work Experience	Hourly Rate	Proposed Overtime/After hours Rate
Network Engineer III	Leads moderately complex research, development and proof of concept for customer solutions. Develops innovative and advanced IT solutions. Participates when required in the design, assessment, analysis, and troubleshooting of IP-driven networks, systems and applications for customers. Performs network assessment work and QoS studies. Reviews and recommends improvements.	Experience designing, developing, and implementing communication networks and integrating network solutions, with demonstrated proficiency with administrative tools and applications: <ul style="list-style-type: none"> • PhD - 3 years • MA/MS - 5 years • BA/BS - 7 years • AS - 9 years • HS/GED - 11 years 	\$202.59	\$303.89
Physical Security Engineer I	Performs security services in one or more specialized security areas while applying incident management, problem solving, and task management. Develops cross-functional system designs and performance requirements. Prepares technical specifications and actively participates in system design. Provides installation, maintenance, and testing of electronic systems and/or equipment. Develops and maintains blueprints and drawings for system designs. Provides analytical research and technical support to projects. Produces finished documentation such as reports, special studies, policy and procedures, security designs, training programs, and vulnerability and needs assessments.	Networks and security related disciplines in multiple cross-functional system designs: <ul style="list-style-type: none"> • PhD - 2 years • MA/MS - 4 years • BA/BS - 6 years • AS - 8 years • HS/GED - 10 years 	\$191.34	\$287.01

Pricing Schedule

Labor Category	Functional Responsibility	Education and Minimum Years of Work Experience	Hourly Rate	Proposed Overtime/After hours Rate
Physical Security Engineer II	<p>Performs and/or manages security services in one or more specialized security areas while applying incident management, problem solving, and task management. Develops cross-functional system designs and performance requirements. Prepares technical specifications and actively participates in system design. Coordinates and supports the installation, maintenance, and testing of electronic systems and/or equipment. Leads design and project control meetings. Develops and maintains blueprints and drawings for system designs. Provides analytical research and technical support to projects. Produces finished documentation such as reports, special studies, policy and procedures, security designs, training programs, and vulnerability and needs assessments.</p>	<p>Experience with networks and security related disciplines in multiple cross-functional system design:</p> <ul style="list-style-type: none"> • PhD - 4 years • MA/MS - 6 years • BA/BS - 8 years • AS - 10 years • HS/GED - 12 years 	<p>\$258.87</p>	<p>\$388.31</p>
Physical Security Specialist I	<p>Performs general security services while applying incident management, problem solving, and task management. Applies basic research techniques in support of system design efforts. Understands system function and performance requirements, and technical specifications and dependencies within the system design. Performs and supports the installation, configuration, maintenance, and testing of electronic systems and/or equipment. Usually under the direct supervision of senior level staff.</p>	<p>Basic security related disciplines and ability to apply research techniques, performance requirements, and technical specifications:</p> <ul style="list-style-type: none"> • MA/MS - 1 Year • BA/BS - 3 Years • AS - 5 years • HS/GED - 7 years 	<p>\$137.31</p>	<p>\$205.97</p>

Pricing Schedule

Labor Category	Functional Responsibility	Education and Minimum Years of Work Experience	Hourly Rate	Proposed Overtime/After hours Rate
Program Manager Level I	Typically manages the performance of projects with minimal complexity that may be organized by technology, program, or client. Oversees the technology development and/or application, marketing, and resource allocation within program client base. Program areas typically represent more than three functional areas that may include engineering, systems analysis, acquisition management, quality control, administration, etc. Leads a technical team by instructing, directing, and checking the work of other team members. Responsible for the quality assurance review and evaluation of program deliverables.	Managing multiple, moderately complex projects, with demonstrated proficiency in managing development, marketing, communication, application, quality, and resource allocation within client requirements: <ul style="list-style-type: none"> • MA/MS - 3 years • BA/BS - 5 years • AS - 7 years • HS/GED - 9 years 	\$236.36	\$354.54
Program Manager Level II	Typically manages the performance of multiple projects with moderate complexity that may be organized by technology, program, or client. Oversees the technology development and/or application, marketing, and resource allocation within program client base. Program areas typically represent more than three functional areas that may include engineering, systems analysis, acquisition management, quality control, administration, etc. Leads a technical team by instructing, directing, and checking the work of other team members. Responsible for the quality assurance review and evaluation of program deliverables.	Managing multiple, moderately complex projects, with demonstrated proficiency in managing development, marketing, communication, application, quality, and resource allocation within client requirements: <ul style="list-style-type: none"> • PhD - 4 years • MA/MS - 6 years • BA/BS - 8 years • AS - 8 years • HS/GED - 9 years 	\$247.61	\$371.42

Pricing Schedule

Labor Category	Functional Responsibility	Education and Minimum Years of Work Experience	Hourly Rate	Proposed Overtime/After hours Rate
Project Manager Level I	Responsible for successful project implementation, monitoring and completion. Assigns and directs project personnel; and serves as primary technical point of interface with Government and/or Client management/technical personnel. Performs formal and informal project status/quality reviews, and reports on the financial, management and technical requirements. Reviews and has final approval of project deliverables prior to client delivery. Typically under the general oversight of a higher level of management for mentorship and guidance.	<p>Performing project oversight to include but not limited to status reviews, budgeting, personnel management, technical requirement management, and schedule management, with management oversight by higher management:</p> <ul style="list-style-type: none"> • MA/MS - 1 year • BA/BS - 3 years • AS - 5 years • HS/GED - 7 years 	\$191.34	\$287.01
Project Manager Level II	Responsible for successful project implementation, monitoring and completion. Assigns and directs project personnel; and serves as primary technical point of interface with Government and/or Client management/technical personnel. Provides a significant level of competence to any technology project they support. Performs formal and informal project status/quality reviews, and reports on the financial, management and technical requirements. Reviews and has final approval of project deliverables prior to client delivery.	<p>Project Management Professional (PMP) certification required. Performing project oversight to include but not limited to status reviews, budgeting, personnel management, technical requirement management, and schedule management:</p> <ul style="list-style-type: none"> • PhD - 1 Year • MA/MS - 3 years • BA/BS - 5 years • AS - 7 years • HS/GED - 9 years 	\$213.85	\$320.78

Pricing Schedule

Labor Category	Functional Responsibility	Education and Minimum Years of Work Experience	Hourly Rate	Proposed Overtime/After hours Rate
Systems Engineer I	Performs general systems engineering activities such as design, modification, maintenance, and enhancement of information systems. Develops and applies standard methods, theories and research techniques in the investigation and solution of COTS software applications. Specialized experience includes analysis, design or maintenance of software systems, including simulations and modeling, client/server architectures, networking techniques and protocols, databases, programming languages, and/or operating systems.	Networking techniques, COTS software systems, operating systems, and server architectures: <ul style="list-style-type: none"> • AS - 2 years • HS/GED - 4 years 	\$121.55	\$182.33
Systems Engineer II	Performs general systems engineering activities such as design, modification, maintenance, and enhancement of information systems. Assists with the implementation and rollout of solutions. Develops and applies standard methods, theories and research techniques in the investigation and solution of COTS software applications. Specialized experience includes analysis, design or maintenance of software systems, including simulations and modeling, client/server architectures, networking techniques and protocols, databases, programming languages, and/or operating systems. May provide supervision to subordinate staff and project team.	Client/server architecture, networking techniques, protocols, and databases: <ul style="list-style-type: none"> • BA/BS- 2 years • AS - 4 years • HS/GED - 6 years 	\$151.94	\$227.91

Pricing Schedule

Labor Category	Functional Responsibility	Education and Minimum Years of Work Experience	Hourly Rate	Proposed Overtime/After hours Rate
Systems Engineer III	Performs moderately complex systems engineering activities such as design, modification, maintenance, and enhancement of information systems. Coordinates with the client to determine requirements to support specific business functions. Provides training on enhancements, maintenance and operation of systems. Manages or assists with the implementation and rollout of solutions. Develops and applies advanced methods, theories and research techniques in the investigation and solution of moderately complex software applications. Specialized experience includes analysis, design or maintenance of complex software systems, including simulations and modeling, client/server architectures, networking techniques and protocols, databases, programming languages, and/or operating systems. May provide supervision to subordinate staff and project team.	Advanced design and maintenance of complex software systems, client/server architecture, networking techniques, protocols, operating systems, and databases: <ul style="list-style-type: none"> • MA/MS - 3 years • BA/BS - 5 years • AS - 7 years • HS/GED - 9 years 	\$208.22	\$312.33
Unified Communications Engineer I	Performs assessments of existing infrastructures and develops detailed network designs. Possesses an understanding of unified communications to include voice, data and video services, messaging services to include voice mail, unified messaging, Cisco Call Center, email and instant messaging. Typically works as part of an engineering team tasked with providing unified communications solutions.	VoIP industry networking products and protocols, with demonstrated proficiency in troubleshooting and resolving problems of a moderate scope: <ul style="list-style-type: none"> • BA/BS - 2 years • AS - 4 years • HS/GED - 6 years 	\$132.81	\$199.22

Pricing Schedule

Labor Category	Functional Responsibility	Education and Minimum Years of Work Experience	Hourly Rate	Proposed Overtime/After hours Rate
Unified Communications Engineer II	Architects, designs and manages the implementation of the Unified Communications solution. Analyzes requirements, identifies gaps and executes the design phase of the project. Performs assessments of existing infrastructures and develops detailed network designs. Possesses a deep understanding of unified communications to include voice, data and video services, messaging services to include voice mail, unified messaging, Cisco Call Center, email and instant messaging. May provide management oversight for subordinates.	<p>VoIP industry networking products and protocols, with demonstrated proficiency in troubleshooting and resolving problems of a moderate scope:</p> <ul style="list-style-type: none"> • PhD - 2 Years • MA/MS - 4 Years • BA/BS - 6 Years • AS - 8 Years • HS/GED - 10 years 	\$145.19	\$217.79
Unified Communications Engineer III	Architects, designs and manages the implementation of the Unified Communications solution. Analyzes requirements, identifies gaps and executes the design phase of the project. Performs assessments of existing infrastructures and develops detailed network designs. Possesses a deep understanding of unified communications to include voice, data and video services, messaging services to include voice mail, unified messaging, Cisco Call Center, email and instant messaging. Usually is the primary point of contact for the client technical team. Provide management oversight for subordinates.	<p>VoIP industry networking products and protocols, with demonstrated proficiency in troubleshooting and resolving problems of a complex and broad scope, applying analytical skills and technical knowledge to design a unified communication solution:</p> <ul style="list-style-type: none"> • PhD - 6 years • MA/MS - 8 years • BA/BS - 10 years • AS - 12 years • HS/GED - 14 years 	\$208.22	\$312.33

Pricing Schedule

Labor Category	Functional Responsibility	Education and Minimum Years of Work Experience	Hourly Rate	Proposed Overtime/After hours Rate
Virtualization Engineer I	Plans, develops and coordinates the operations and maintenance of current and future virtual frames. Troubleshoots applications, operating systems, server hardware, network communications and storage communication problems within the virtual frame. Provides operations and maintenance support to virtual frames across various network and systems within the enterprise.	<p>Networking and enterprise storage technologies, with demonstrated proficiency in participating in testing and evaluation of new technologies to ensure compatibility and functionality of server and storage technologies:</p> <ul style="list-style-type: none"> • Phd - 2 years • MA/MS - 4 years • BA/BS - 6 years • AS - 8 years • HS/GED - 10 years 	\$142.94	\$214.41
Virtualization Engineer II	Designs detailed architecture of the virtualization solutions as well as overseeing and participating in the implementation of the configuration. May be responsible for supervision of virtualization teams and providing technical direction to support staff. Plans, develops and coordinates the operations and maintenance of current and future virtual frames. Troubleshoots applications, operating systems, server hardware, network communications and storage communication problems within the virtual frame. Provides operations and maintenance support to virtual frames across various network and systems within the enterprise.	<p>Networking and enterprise storage technologies, with demonstrated proficiency in participating in testing and evaluation of new technologies to ensure compatibility and functionality of server and storage technologies:</p> <ul style="list-style-type: none"> • Phd - 4 years • MA/MS - 6 years • BA/BS - 8 years • AS - 10 years • HS/GED - 12 years 	\$180.08	\$270.12

Pricing Schedule

Labor Category	Functional Responsibility	Education and Minimum Years of Work Experience	Hourly Rate	Proposed Overtime/After hours Rate
Virtualization Engineer III	<p>Responsible for virtualization services solutions development, planning and execution, including management of virtualization teams that plan, develop and coordinate the operations and maintenance of existing and future virtual frames. Considered a virtualization expert, manages the company's virtualization consulting resources and is responsible for all virtualization consulting resources. Provides daily supervision and direction to support staff, and is the primary interface with Government/Client technical representatives.</p>	<p>Networking and enterprise storage technologies, with demonstrated proficiency in participating in testing and evaluation of new technologies to ensure compatibility and functionality of server and storage technologies:</p> <ul style="list-style-type: none"> • PhD - 6 years • MA/MS - 8 years • BA/BS - 10 years • AS - 12 years • HS/GED - 14 years 	<p>\$264.49</p>	<p>\$396.74</p>



County of Fairfax, Virginia

AMENDMENT

Date: **MAY 23 2016**

AMENDMENT NO. 1

CONTRACT TITLE: Technology Products/Equipment and Technology Services/Solutions

CONTRACTOR

Unicom Government, Inc.
2553 Dulles View Drive
Suite 100
Herndon, VA 20171-5219

SUPPLIER CODE

1000012010

CONTRACT NO.

4400006645

Contract 4400006645 is amended to incorporate the attached sample Master Equipment Lease Agreement (MELA).

All other terms, and conditions remain the same.


Cathy A. Muse, CPPO
Director/County Purchasing Agent

Steve Pierson, CPPB
Contracts Manager

DISTRIBUTION

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DIT – Ron Shoram/e
DIT – Tonya Mills/e
Matt East - meast@uscommunities.org

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ACS, Team 1 – J. Waysome-Tomlin

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm
Phone (703) 324-3201, **TTY:** 1-800- 828-1140, **Fax:** (703) 324-3228

Master Equipment Lease Agreement

BETWEEN:	UNICOM Government, Inc. (the "Lessor") 2553 Dulles View Drive, Suite 100 Herndon, VA 20171
AND:	Fairfax County, VA (the "Lessee") 12000 Government Center Parkway Fairfax, VA 22030
DATED:	May ____, 2016

ARTICLE I

1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agent" means any agent for the Registered Owners, if any, to which all or a portion of Lessor's right, title and interest in, to and under a Property Schedule and the Property under such Property Schedule may be assigned for the benefit of the Registered Owners of Lease Participation Certificates in such Property Schedule.

"Agreement" means this Master Equipment Lease Agreement, including all exhibits and schedules attached hereto.

"Appraisal Procedure" shall mean the following procedure for obtaining an appraisal of the Fair Market Value. Lessor shall provide Lessee with an appraisal amount based upon the assumptions specified in the definition of Fair Market Value that will be determined by an appraiser of Lessor's choosing.

"Appraiser" shall mean a person engaged in the business of appraising property who has at least ten (10) years' experience in appraising property similar to the Property.

"Commencement Date" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in the Property Schedule.

"Event of Non-appropriation" is defined in Section 6.05.

"Event of Default" is defined in Section 13.01.

"Fair Market Value" or "FMV" shall mean the value of each Item of Property for use, unless otherwise specified herein as determined between Lessor and Lessee, or, if Lessor and Lessee are unable to agree, pursuant to the Appraisal Procedure, which would be obtained in an arms-length transaction between an informed and willing seller (under no compulsion to sell) and an informed and willing buyer (under no compulsion to purchase). In determining the Fair Market Value of the Property, such Fair Market Value shall be calculated on the assumption that the Property is in the condition and repair required by Section 11.03 hereof.

"Governmental Authority" shall mean any foreign, Federal, state, county, municipal or other governmental authority, agency, board or court.

"Lease Participation Certificates" means certificates evidencing a right to receive a share of Rental Payments payable under a Property Schedule and Purchase Price Payments payable under a Property Schedule and any other rights set forth herein with respect to the Property under said Property Schedule.

"Lease Term" means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in Section 4.02.

"Lessee" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"Lessor" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"Original Term" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"Property" means, collectively, the property leased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"Property Schedule" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"Purchase Agreement" shall mean any purchase agreement or other contract entered into between the Supplier and Lessee for the acquisition of the Property to be leased hereunder. For the purposes of this Master Lease Agreement, this contract shall be Fairfax County Contract # 4400006645, unless otherwise agreed to in an individual Property Schedule.

"Purchasing Agent" means the county representative employed by the Board of Supervisors of Fairfax County, Virginia. The Purchasing Agent has the sole responsibility and authority for negotiating, placing, and when necessary modifying every solicitation, contract, and purchase order issued by the County of Fairfax.

"Registered Owners" means the registered owners of Lease Participation Certificates in a Property Schedule as shown on the registration books maintained by the Agent.

"Renewal Terms" means the yearly appropriation of payments for a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget year and Purchase Agreement.

"Rental Payments" means the rental payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"Rental Payment Dates" means the Rental Payment Dates for the Rental Payments as set forth in each Property Schedule.

"State" means the state in which Lessee is situated.

"Supplier" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom all or any portion of the Property is being acquired for lease hereunder and may include the lessor

ARTICLE II

2.01 Property Schedules Separate Leases. Each Property Schedule executed and delivered under this Agreement shall be treated as a separate lease, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or an Event of Non-appropriation with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property leased and the Rental Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Lessor shall have no rights or remedies with respect to Property leased or Rental Payments payable under any other Property Schedules unless an Event of Default or Event of Non-appropriation has also occurred under such other Property Schedules, unless otherwise permitted by applicable law.

ARTICLE III

3.01 Covenants of Lessee. As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor, any Agent, and any Registered Owners, as follows:

- (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.
- (c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the leasing by Lessee of the Property thereunder. The Purchasing Agent, as defined in the Fairfax County Purchasing Resolution, shall have the authority to enter into such agreements, as outlined and detailed in the Fairfax County Purchasing Resolution.
- (d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.
- (e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be reasonably requested by Lessor. Proof of appropriation shall be based on the Fairfax County Purchasing Resolution, Article One, Section Two, Subsection C which states that the County Purchasing Agent may also act as purchasing agent for the Northern Virginia Workforce Investment Board (NWWIB). The County Purchasing Agent shall have the authority to approve all contract awards up to \$100,000 and the NWWIB shall have the authority to approve all contract awards that exceed \$100,000.
- (f) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.

ARTICLE IV

4.01 Lease of Property. On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.

4.02 Lease Term. The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Rental Payment and conclusion of the final Rental Payment period set forth in such Property Schedule, unless terminated sooner pursuant to this Agreement or the Property Schedule.

4.03 Delivery, Installation and Acceptance of Property. Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. Any taxes, including but not limited to sales and property taxes, associated with the ownership of the Property, shall be included within the payment amounts of each Property Schedule. If the tax rates increase during the term of a given Property Schedule, Lessee will be notified of said increase and make the determination if funding has been appropriated. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule. Lessee has selected and ordered the Property from the Supplier and, if appropriate, has entered into a Purchase Agreement with respect thereto. Lessor may accept an assignment from Lessee of Lessee's rights, but none of Lessee's obligations, under any such Purchase Agreement. The parties acknowledged that Fairfax County is a political subdivision of the Commonwealth of Virginia and is exempt from many tax obligations. In no event shall any Property Schedule reflect payments for taxes that are not properly owed by Fairfax County.

ARTICLE V

5.01 Enjoyment of Property. Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. No Registered Owner shall interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.

5.02 Location; Inspection. The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property with ten (10) business days notice to Lessee.

ARTICLE VI

6.01 Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Rental Payments for a fiscal year, the Rental Payments for said fiscal year, and only the Rental Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

6.02 Payment of Rental Payments. Lessee shall promptly pay Rental Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. All invoices shall contain the contract number and the applicable payment amounts due. To the extent permitted by applicable law, Lessee shall pay Lessor a charge on any delinquent Rental Payments under a Property Schedule, in an amount sufficient to cover all additional costs and expenses incurred by Lessor and Agent from such delinquent Rental Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Rental Payments that are more than 10 days past due.

6.03 Rental Payments to be Unconditional. SUBJECT TO SECTION 6.05 AND PARAGRAPH 48 OF THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, THE OBLIGATIONS OF LESSEE TO PAY THE RENTAL PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

6.04 Continuation of Lease by Lessee. Lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the term of all Property Schedules can be obtained. Lessee agrees that any Rental Payments due under the Property Schedules have been budgeted based on the Fairfax County Purchasing Resolution, Article One, Section Two, Subset C which states that the County Purchasing Agent may also act as purchasing agent for the Northern Virginia Workforce Investment Board (NVWIB). The County Purchasing Agent shall have the authority to approve all contract awards up to \$100,000 and the NVWIB shall have the authority to approve all contract awards that exceed \$100,000. Notwithstanding this covenant, if Lessee fails to appropriate the Rental Payments for a Property Schedule pursuant to Section 6.05, such Property Schedule shall terminate.

6.05 Non-Appropriation. If sufficient funds are not appropriated to make Rental Payments required under a Property Schedule, such Property Schedule shall terminate and Lessee shall not be obligated to make Rental Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such non-appropriation (an "Event of Non-appropriation") Lessee shall, no later than the end of the fiscal year for which Rental Payments have been appropriated, deinstall and package the Property under said Property Schedule and make available to Lessor so that they may pick up said Property. If Lessee fails to deinstall, package, and make the Property available to Lessor upon termination of said Property Schedule by reason of an Event of Non-appropriation, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to make said Equipment available to Lessor and for any other loss suffered by Lessor as a result of Lessee's failure to make said Equipment available to Lessor as required. Lessee shall notify Lessor in writing within fifteen (15) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Rental Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

ARTICLE VII

7.01 Title to and Location of Property: Title to each item of Property leased hereunder shall remain with the Lessor at all times and Lessee shall have no right, title or interest therein except as expressly set forth in this Lease. Lessee, will take reasonable efforts to protect and defend Lessor's title to the Property and will keep the Property free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons. All items of Property shall at all times be and remain personal property notwithstanding that any such Property may now or hereafter be affixed to realty.

The Property shall be delivered to the location specified in the Schedule with respect thereto and shall not thereafter be moved from such location without the prior written consent of Lessor. Without limitation of the foregoing, Lessee shall not permit the Property or any part thereof to be removed outside the United States. Lessor agrees to affix to each item of Property, in a reasonably prominent place, such indicia of Lessor's ownership if requested and supplied by Lessor. Lessee will not alter, deface, cover or remove such ownership identification.

7.02. Tax Benefits: Lessee acknowledges that unless otherwise agreed by Lessor, Lessor intends to claim all available tax benefits of ownership with respect to the Property (the "Tax Benefits"). Notwithstanding anything herein to the contrary, if Lessor shall not be entitled to, or shall be subject to recapture of, the Tax Benefits, as a result of any act, omission or misrepresentation of Lessee, Lessee shall pay to Lessor upon demand an amount or amounts sufficient to reimburse Lessor for such loss, together with any related interest and penalties to the extent permitted by applicable law, based on the highest marginal corporate income tax rate prevailing during the Lease Term, regardless of whether Lessor or any member of a consolidated group of which Lessor is also a member is then subject to any increase in tax as a Lease Term, regardless

7.03 Personal Property. The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

7.04 Financing, Security Interest:

- (a) In the event that this Lease is deemed to constitute a secured transaction disguised as a lease, Lessee grants to Lessor a first priority security interest in the Property and any additions (excluding any software, memory and any other such items purchased separately from the leased equipment), attachments, upgrades, accessions, repairs, modifications, replacements thereto and proceeds thereof, including insurance proceeds, to secure Lessee's payment of the Rental Payments and all other payment obligations when due, and Lessee's performance of all of the terms and conditions of this Lease.
- (b) If under applicable law any part of the Rental Payments are deemed or determined to be imputed interest, finance charges or time-price differential ("Interest"), the parties agree that the Rental Payments shall be deemed to be level payments of principal and Interest, with such Interest accruing on principal amounts outstanding from time to time. The rate of such Interest is not intended to exceed the maximum amount of interest permitted by applicable law. If the Interest exceeds such maximum, then at Lessor's option, if permitted by law, the Interest payable will be reduced to the legally permitted maximum amount of interest, and any excessive Interest will be used to reduce the principal amount of Lessee's obligation or refunded.

7.05 Lessee's Waivers. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE TO RECOVER INCIDENTAL OR CONSEQUENTIAL DAMAGES FROM LESSOR FOR ANY BREACH OF WARRANTY OR FOR ANY OTHER REASON OR TO SETOFF OR DEDUCT ALL OR ANY PART OF ANY CLAIMED DAMAGES RESULTING FROM LESSOR'S DEFAULT, IF ANY, UNDER THIS LEASE PROVIDED, HOWEVER, THAT NO SUCH WAIVER SHALL PRECLUDE LESSEE FROM ASSERTING ANY SUCH CLAIM AGAINST LESSOR IN A SEPARATE CAUSE OF ACTION INCLUDING, WITHOUT LIMITATION, ANY CLAIM ARISING AS A RESULT OF LESSOR'S BREACH OF SECTION 5.01 HEREOF.

ARTICLE VIII

8.01 Maintenance of Property by Lessee. Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.

8.02 Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The Lessee's Rental Payments shall include all applicable taxes. To the extent permitted by applicable law, Lessee shall indemnify and hold Lessor harmless from and against (on an after-tax basis) any and all taxes, fees, withholdings, levies, imposts, duties, assessments and charges of any kind and nature arising out of or related to this Agreement imposed upon or against Lessor, any assignee of Lessor, Lessee or any Property by any Governmental Authority with respect to any Property or the manufacturing, ordering, sale, purchase, shipment, delivery, acceptance or rejection, ownership, titling, registration, leasing, subleasing, possession, use, operation, removal, return or other dispossession thereof or upon the rents, receipts or earnings arising therefrom or upon or with respect to this Agreement, excepting only all Federal, state and local taxes on or measured by Lessor's net income (other than income tax resulting from making any alterations, improvements, modifications, additions, upgrades, attachments, replacements or substitutions by Lessee).

8.03 Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the replacement value of the Property, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above, subject to the approval of Lessor.

8.04 Advances. Lessee agrees to keep all Equipment covered by insurance during the lease term. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the Property Schedule for which the Property is under and shall be due and payable on the next Rental Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor.

ARTICLE IX

9.01 Damage or Destruction. Lessee shall bear the entire risk of loss (including without limitation, theft, destruction, disappearance of or damage to any and all Property ("Loss") from any cause whatsoever), whether or not insured against, during the Lease Term and any extensions thereof until the Property is returned to Lessor in accordance with Section 11.03 hereof. No Loss shall relieve Lessee of the obligation to pay Rental Payments or of any other obligation under this Master Agreement and the applicable Property Schedule. If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any claim satisfied through self-insurance, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property. In lieu of replacement, repair, restoration, modification or improvement of the Property, Lessee may elect to pay to Lessor, or its assign, an amount equal to the remaining balance of payments under the lease plus the Fair Market Value of the Property. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any claim satisfied through self-insurance, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

ARTICLE X

10.01 Disclaimer of Warranties. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, RELATED TO THE EQUIPMENT, INCLUDING THE STATE OF TITLE; AND LESSOR HAS EXPRESSLY MADE NO WARRANTY AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF LATENT OR OTHER DEFECTS OF THE EQUIPMENT AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, PROPERTY OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Supplier based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Supplier nor any sales representative or other agent of Supplier, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules. The Lessee shall be entitled to the benefit of any applicable manufacturer's warranties and rights, including rights and warranties that it may have under the agreement with the Equipment Vendor.

10.02 Supplier's Warranties. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Supplier of the Property, as defined in the Purchase Agreement, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Supplier of the Property."

10.03 Use of the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property. Lessee shall notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

10.04 Modifications. Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, (except software memory and any other such items purchased separately from the leased equipment) modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

ARTICLE XI

11.01 Extension Terms. So long as no Default or Event of Default shall have occurred and be continuing and Lessee shall have given Lessor at least ninety (90) days but not more than one hundred eighty (180) days prior written notice (the "Option Notice"), Lessee shall have the following extension options at the expiration of the Lease Term, or any Extension Term, to: (i) renew this Lease on a Monthly basis at the same Rental Payments payable at the expiration of the Lease Term; or (ii) return such Property to Lessor pursuant to, and in the condition required by, the Master Agreement. If Lessee fails to give Lessor the Option Notice, Lessee shall be deemed to have chosen option (i) above. If Lessee fails to deinstall, package, and make the Property available to Lessor at such time agreed upon by Lessee and Lessor, Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the agreed upon date of original return during which the Lessee fails to deliver possession.

11.02 Nature of Transaction; True Lease. (a) It is the express intent of the parties that all Property Schedules to this Agreement constitute true leases and not sale of Property. Title to the Property shall at all times remain in Lessor, and Lessee shall acquire no ownership, title, property, right, equity, or interest in the Property other than its leasehold interest solely as Lessee subject to all the terms and conditions hereof. To the extent that Article 2A ("Article 2A") of the Uniform Commercial Code ("UCC") applies to the characterization of a Property Schedule, the parties hereby agree that the Property Schedule is a "Finance Lease" as defined therein. Lessee acknowledges: (i) that Lessee has selected the "Supplier" (as defined in the UCC) and has directed Lessor to purchase the Property from the Supplier in connection with this Lease, and (ii) that Lessee has been informed in writing, before Lessee's execution of a Property Schedule, that Lessee is entitled under Article 2A to the promises and warranties, including those of any third party, provided to Lessor by the Supplier in connection with or as part of the Purchase Agreement, and that Lessee may communicate with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. The filing of UCC financing statements pursuant to Section 7.04 is precautionary and shall not be deemed to have any effect on the characterization of the Property Schedules. NOTWITHSTANDING THE FOREGOING, LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED THEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO.

(b) Notwithstanding the express intent of Lessor and Lessee that the Property Schedules constitute a true lease and not a sale of Property, should a court of competent jurisdiction determine that a Property Schedule is not a true lease, but rather one intended as security, then solely in that event and for the expressly limited purposes thereof, Lessee shall be deemed to have hereby granted Lessor a security interest in the Property and all accessions, substitutions and replacements thereto and therefor, and proceeds (cash and non-cash), including, without limitation, insurance proceeds thereof (but without power of sale), to secure the prompt payment and performance as and when due of all obligations and indebtedness of Lessee, now existing or hereafter created, to Lessee pursuant to this Lease or otherwise. In furtherance of the foregoing, Lessee shall execute and deliver to Lessor, to be filed at Lessee's expense, Uniform Commercial Code financing statements, statements of amendment and statements of continuation as reasonably may be required by Lessor to perfect and maintain perfected such security interest.

(c) Personal Property Tax. Unless otherwise directed in writing by Lessor or required by applicable law, Lessee will not list itself as owner of any Property for property tax purposes. Upon receipt by Lessee of any property tax bill pertaining to such Property from the appropriate taxing authority, Lessee will promptly forward such property tax bill to Lessor.

11.03 Return of Property. Upon the expiration (subject to Section 11.01 hereof and except as otherwise provided in a Property Schedule) or earlier termination of this Lease due to an Event of Non-Appropriation, Lessee, at its sole expense, shall deinstall, package, and make available the Property to Lessor's carrier. Lessee agrees that the Property, when picked up by Lessor, shall be in the condition required by Section 8.01 hereof. All components of the Property shall contain no damage, excluding normal wear and tear, and must be in working order. In the event title to the Equipment reverts back to Lessor, Lessee, at its own expense will remove all alterations, additions and attachments and repair the Equipment as necessary so as to return the Equipment to the condition in which it was furnished, reasonable wear and tear expected. If Lessee fails to return any Property as required hereunder, then, all of Lessee's obligations under this Master Agreement and the applicable Property Schedule (including, without limitation, Lessee's obligation to pay Rental Payments for such Property at the rental then applicable under the Property Schedule) shall continue in full force and effect until such Property shall have been returned in the condition required hereunder.

ARTICLE XII

12.01 Assignment by Lessor. Lessor's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor and, to the extent of their interest, by any Registered Owner, without the necessity of obtaining the consent of Lessee; provided that (i) any assignment, other than an assignment to or by a Registered Owner, shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee, and (ii) any assignment to or by a Registered Owner shall not be effective until it is registered on the registration books kept by the Agent. Lessee shall retain all such notices as a register of all assignees (other than Registered Owners) and shall make all payments to the assignee or assignees designated in such register or, in the case of Registered Owners, to the Agent. In the event that Lessor's interest in a Property Schedule and the Property thereunder is assigned to the Agent, Lease Participation Certificates in that Property Schedule may be executed and delivered by the Agent to Registered Owners. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.

12.02 Property Schedules Separate Financings. Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.

12.03 Assignment and Subleasing by Lessee. NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR WHICH SHALL NOT BE UNREASONABLY WITHHELD, WHICH SHALL BE DEPENDANT UPON THE CREDIT RATING OF SUCH THIRD PARTY. THE CREDIT RATING MUST BE DEEMED THE SAME OR BETTER THAN THE LESSEE'S CREDIT RATING AT THE INCEPTION OF THE LEASE..

ARTICLE XIII

13.01 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Property Schedule:

- (a) Failure by Lessee to pay any Rental Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation made by the Parties in or pursuant to the Property Schedule or its execution, delivery or performance proven to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Lessee contained in Article VI hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which in the Purchasing Agent's opinion are beyond the control of the contractor.

13.02 Remedies on Default. Whenever any Event of Default exists with respect to a Property Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Declare the entire amount of unpaid Rental Payments under the appropriate Property Schedule for the current fiscal year and for any delinquent payments from a prior year to be immediately due and payable, without further notice.
- (b) (i) Sell any Property at public or private sale; (ii) hold, keep idle or lease to others any Property under the Property Schedule; (iii) by notice in writing to Lessee, cancel or terminate the Property Schedule, without prejudice to any other remedies hereunder; (iv) demand that Lessee, and Lessee shall, upon written demand of Lessor and at Lessee's expense forthwith deinstall, package, and make all Property available to Lessor in the manner and condition required by Section 11.03 hereof, provided, however, that Lessee shall remain and be liable to Lessor for any amounts provided for herein or other damages resulting from the Property not being in the condition required by Section 11.03, and otherwise in accordance with all of the provisions of this Agreement, except those provisions relating to periods of notice; (v) enter upon the premises of Lessee or other premises where any Property may be located and, with five (5) days notice to Lessee and with or without legal process, take possession of and remove all or any such Property without liability to Lessor by reason of such entry or taking possession, and without such action constituting a cancellation or termination of this Agreement unless Lessor notifies Lessee in writing to such effect;
- (c) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

13.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

ARTICLE XIV

14.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee (other than a Registered Owner) at its address as it appears on the registration books maintained by Lessee and to any Registered Owner at its address as it appears on the registration books maintained by the Agent.

14.02 Further Assurances. Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

14.03 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

14.04 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.05 Waiver of Jury Trials. Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof. Lessor and Lessee agree that any trial shall be in the form of a bench trial.

14.06 Amendments, Changes and Modifications. This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of the applicable assignee or Agent, if any, shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

14.07 Execution in Counterparts. This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.08 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, unless otherwise agreed to in an individual Property Schedule.

14.09 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: UNICOM Government, Inc.	
By:	
Name:	
Title:	

Lessee: Fairfax County, VA	
By:	
Name:	
Title:	

Attest:
By:
Name:
Title:

Property Schedule No. 1 Master Equipment Lease Agreement

This **Property Schedule No. 1** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Equipment Lease Agreement (the "Master Agreement"), dated as of _____, between UNICOM GOVERNMENT, INC. and

1. **Interpretation.** The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. **Commencement Date.** The Commencement Date for this Property Schedule is 30 days after Equipment is Accepted by Lessee.
3. **Property Description and Payment Schedule.** The Property subject to this Property Schedule is described in Exhibit 1 hereto. The Rental Payment Schedule for this Property Schedule is set forth in Exhibit 1. If the Rental Payment Dates are not defined in the Rental Payment Schedule, they shall be defined as the First day of each Month of the Rental Payment Schedule commencing with the first full month following the Acceptance Date.
4. **Lessee's Certificate.** The Lessee's Certificate is attached as Exhibit 2.
5. **Proceeds.** Lessor shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 3.
6. **Acceptance Certificate.** The form of Acceptance Certificate is attached as Exhibit 4.
7. **Essential Use.** The Essential Use is attached as Exhibit 5.
8. **Expiration.** Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule all ancillary documents) are not received by Lessor at its place of business by _____.
9. **Notice.** Lessee is entitled under Article 2A of the Universal Commercial Code to the promises and warranties, including those of any third party, provided to Lessor by the Supplier in connection with or as part of the Purchase Agreement, and that Lessee may communicate with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. The filing of UCC financing statements pursuant to Section 7.05 of the Master Agreement is precautionary and shall not be deemed to have any effect on the characterization of this Property Schedule. **NOTWITHSTANDING THE FOREGOING, LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED THEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO. SUPPLIER WARRANTIES CAN BE FOUND IN THE APPLICABLE PURCHASE AGREEMENT.**

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: UNICOM GOVERNMENT, INC.	
By:	
Name:	
Title:	

Lessee:	
By:	
Name:	
Title:	

Attest: By
Name:
Title:

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 1** to Master Equipment Lease Agreement dated _____ between UNICOM GOVERNMENT, INC. ("Lessor") and ("Lessee").

The PROPERTY:

The Property as more fully described in **Exhibit A** incorporated herein by reference and attached hereto. The Property is detailed in UNICOM Quote QUT. The Property costs.

PROPERTY LOCATION:

USE: This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

INITIAL COMMENCEMENT DATE:

LEASE TERM:

PAYMENT TYPE:

END OF TERM OPTION:

RENTAL PAYMENT:

RENTAL PAYMENT SCHEDULE:

Lessee:
By:
Name:
Title:

EXHIBIT 2

Lessee's Certificate

Re: **Property Schedule No. 1** to Master Equipment Lease Agreement between UNICOM GOVERNMENT, INC. and.

The undersigned, being the duly elected, qualified and acting keeper of records for the _____ ("Lessee") do hereby certify, as of _____, _____, as follows:

1. Lessee did by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Equipment Lease Agreement (the "Master Agreement") by the following named representative or representatives of Lessee, to wit:

NAME OF EXECUTING OFFICIAL	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
And / Or		

2. The above-named representative(s) of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Non-appropriation (as such terms is defined in the Master Equipment Lease Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Equipment Lease Agreement.

4. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

5. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Equipment Lease Agreement or the Property Schedule or of other agreements similar to the Master Equipment Lease Agreement; (b) questioning the authority of Lessee to execute the Master Equipment Lease Agreement or the Property Schedule, or the validity of the Master Equipment Lease Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Equipment Lease Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of the Master Equipment Lease Agreement and the Property Schedule.

By:
Title:
SIGNER MUST NOT BE THE SAME AS THE EXECUTING OFFICIAL(S) SHOWN ABOVE.

EXHIBIT 3

Payment of Proceeds Instructions

UNICOM GOVERNMENT, INC.
2553 Dulles View Drive, Suite 100
Herndon, VA 20171

Re: Property Schedule No. 1 (the "Property Schedule") to Master Equipment Lease Agreement between UNICOM GOVERNMENT, INC. ("Lessor") and _____ ("Lessee").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee, hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: _____

By check _____

By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to Bank Name: _____

Bank Address: _____

Bank Phone #: _____

For Account of: _____

Account No.: _____

ABA No.: _____

By: _____

Name: _____

Title: _____

EXHIBIT 4

Acceptance Certificate

UNICOM GOVERNMENT, INC.
2553 Dulles View Drive, Suite 100
Herndon, VA 20171

Re: **Property Schedule No. 1** to Master Equipment Lease Agreement between UNICOM GOVERNMENT, INC. and

Ladies and Gentlemen:

In accordance with the above-referenced Master Equipment Lease Agreement, the undersigned ("Lessee") hereby certifies and represents to, and agrees with, UNICOM GOVERNMENT, INC. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or an Event of Non-appropriation (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date:
Lessee
By:
Name:
Title:

EXHIBIT 6

Essential Use

Lessee
(Full Legal Name)
Federal Tax ID #
Street Address
City, State, and Zip
Dept. Using the Equipment

Customer Contact
Title
Phone and Fax No.
e-mail address

Invoices to be sent to:

Contact
Department
Street Address
City, State, and Zip
Phone and Fax No.
e-mail address
Special Instructions

Contract Signer
Title
Phone and Fax No.
e-mail address

1. Equipment Description:

2. What is the purpose of the proposed equipment acquisition?

3. Why is the equipment essential?

4. What department is using the equipment?

5. Is the new equipment replacement, an upgrade or additional to the department?

6. If replacement or upgrade, what is the age of the existing equipment?

7. If you're upgrading existing equipment, is the existing equipment paid off?

Source of funds for proposed payments:
General Fund _____
Other (provide detail)

Fund Balance:
\$ _____
As of _____

Date of most recent Audited Financial Statement:
Fiscal Year End:

8. Have funds been appropriated for the payments due on the proposed financing during the current budgetary period?

9. Will any loan or grant monies be directly used to make the payments?

If so provide detail.

10. Have you ever defaulted or non-appropriated on a lease or bond obligation?

General Liability Insurance Coverage limits in the amount of \$1 Million is required. If applicable, automobile liability coverage of \$3 million required.

Self Insured?

General Liability Coverage Limits: \$ _____

Is the lessee a member of a managed risk pool? _____ If yes please provide the name and coverage amounts below.

If the lessee has additional commercial insurance coverage please provide coverage limits.

Submitted by (Name):		Title:	
Signature:		Date:	

So that we may begin our credit review process, please fax this application, along with your equipment quote (bill of materials) and the signed financing proposal, to (703) 502-2991 or via email to andy.sabonis@gtsi.com

Please mail the 2 most recent copies of your Audited Annual Financial Statements, plus a copy of this year's budget, to:

Linda Terrizzi
GTSI Financial Services
2553 Dulles View Drive, Suite 100
Herndon, VA 20171-5219

Please note that we do require the copies of your audited annual financial statements in order to process your request.

Request for Certificate of Insurance

TO:

Insurance Company:

Contact Name:

Telephone Number:

Fax Number:

FROM:

Customer/Lessee Name:

Contact Name:

Telephone Number:

«WorkPhone»

Fax Number:

_____ is in the process of financing certain Property from UNICOM GOVERNMENT, INC. In order to facilitate this transaction, **please provide a Certificate of Insurance to:**

UNICOM GOVERNMENT, INC.

2553 Dulles View Drive, Suite 100

Herndon, VA 20171

_____ requests that UNICOM GOVERNMENT, INC. be listed as: UNICOM CORPORATION and named **ADDITIONAL INSURED** as to **public liability** coverage and **SOLE LOSS PAYEE** as to **property coverage**. A copy of said certificate should be forwarded to UNICOM GOVERNMENT, INC. as described below.

NOTE: Coverage is to include (1) insurance against all risks of physical loss or damage to the Property (including theft and collision for Property consisting of motor vehicles) and (2) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage. In addition, UNICOM GOVERNMENT, INC. is to receive 30 days prior written notice of cancellation or material change in coverage.

Please fax this completed information to:

UNICOM GOVERNMENT, INC.

Attention:

Fax Number: 703-502-2991

Phone Number:

Please contact the person above if you have any questions. Thank you!

Schedule 1

SECURED PARTY: UNICOM GOVERNMENT, INC.

DEBTOR:

This financing statement covers all of Lessee's right, title and interest, now owned or hereafter acquired, in and to the following described Equipment, leased to Debtor under Property Schedule No. 1 dated _____, _____ to that certain Master Equipment Lease Agreement dated as of _____, in each case between Debtor, as lessee, and Secured Party, as lessor, together with any and all (1) substitutions, replacements or exchanges therefor, (2) replacement parts, additions, attachments and accessories incorporated

therein or affixed thereto, or used in connection therewith, and (3) proceeds thereof (both cash and non-cash), including insurance proceeds, (but without power of sale by Debtor), and also including, without limitation, claims of the Debtor against third parties for loss or damage to, or destruction of, such Equipment:

All equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment during the term of this lease.

THIS FINANCING STATEMENT IS FILED SOLELY FOR NOTICE AND PRECAUTIONARY PURPOSES AND THE FILING HEREOF SHALL NOT BE DEEMED EVIDENCE OF ANY INTENTION OF THE PARTIES TO CREATE A SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE OR TO ENTER INTO ANY TRANSACTION OTHER THAN A TRUE LEASE TRANSACTION.

Exhibit A



County of Fairfax, Virginia

AMENDMENT

Date: 4/28/2021

AMENDMENT NO. 6

CONTRACT TITLE: Technology Products/Equipment and Technology Services/Solutions

CONTRACTOR

UNICOM Government, Inc.
15010 Conference Center Drive
Suite 110
Chantilly, VA 20151

SUPPLIER CODE

1000012010

CONTRACT NO.

4400006645

By mutual agreement, the above contract is amended to renew for one (1) year at existing prices, terms and conditions, effective May 1, 2021 to April 30, 2022.

Please provide a current Certification of Insurance (COI) in accordance with the CONTRACT INSURANCE PROVISIONS, within ten (10) days after receipt of this executed amendment

ACCEPTANCE:

BY: K. E. Newkirk
(Signature)

Digitally signed by K. Edward Newkirk
DN: cn=K. Edward Newkirk, o=UNICOM
Government, Inc., ou=Vice President and
Corporate Counsel,
email=Legal@unicomgov.com, c=US

Vice President and Corporate Counsel
(Title)

K. Edward Newkirk
(Printed)

April 19, 2021
(Date)

DocuSigned by:

Steve Pierson

9BE821303D064CD...

Cathy A. Muse, CPPO
Director/County Purchasing Agent
for

DISTRIBUTION:

Finance – Accounts Payable/e
DIT – Michelle Breckenridge/e
DIT – Tanesha Sherrod/e
FCPS – jrwelsh@fcps.edu
OMNIA - deborah.bushnell@omniapartners.com

Contractor - Julie.Aitken@unicomgov.com
Contract Specialist Supervisor– Jamie Pun
ACS, Team 1 – Cynthia Parker

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone (703) 324-3201, **TTY:** 711, **Fax:** (703) 324-3228



County of Fairfax, Virginia

AMENDMENT

Date: 1/26/2022

AMENDMENT NO. 7

CONTRACT TITLE: Technology Products/Equipment and Technology Services/Solutions

CONTRACTOR

UNICOM Government, Inc.
15010 Conference Center Drive
Suite 110
Chantilly, VA 20151

SUPPLIER CODE

1000012010

CONTRACT NO.

4400006645

By mutual agreement, the above contract is amended to renew for one (1) year at existing prices, terms and conditions, effective May 1, 2022 to April 30, 2023. This is the final renewal option available.

Provide a current Certification of Insurance (COI) in accordance with the CONTRACT INSURANCE PROVISIONS, within ten (10) days after receipt of this executed amendment.

ACCEPTANCE:

BY: K. E. Newkirk
(Signature)

Digitally signed by K. Edward Newkirk
DN: cn=K. Edward Newkirk, o=UNICOM
Government, Inc., ou=Vice President and Corporate
Counsel, email=Legal@unicomgov.com, c=US

Vice President and Corporate Counsel
(Title)

K. Edward Newkirk
(Printed)

01/24/2022
(Date)

DocuSigned by:

Jamie Pun, CPPB, Contract Specialist Supervisor

2E76AAE54173435...

FOR Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION:

Finance – Accounts Payable/e

DIT – Michelle Breckenridge/e

DIT – Tanesha Sherrod/e

DIT – Jeffrey Porter/e

FCPS – jrwelsh@fcps.edu

OMNIA - deborah.bushnell@omniapartners.com

Contractor - Julie.Aitken@unicomgov.com

dan.barfield@unicomgov.com

Contract Specialist – Yong Kim, CPPB
ACS, Team 1 – Cynthia Parker

Department of Procurement & Material Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/procurement

Phone (703) 324-3201, TTY: 711, Fax: (703) 324-3228