

Amendment No. 1

to Contract No. 4400012832

Between

**COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF ADMINISTRATION**

and

UNISYS CORPORATION

for

Data Center Computing Services

THIS AMENDMENT ("Amendment No. 1") is entered into by and between the Commonwealth of Pennsylvania ("Commonwealth"), acting through its Governor's Office of Administration ("OA"), and Unisys Corporation, a Delaware corporation headquartered in Blue Bell, Pennsylvania ("Contractor"), collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, OA issued a Request for Proposals, RFP No. 6100022698, for data center computing services ("Services"); and,

WHEREAS, on December 9, 2013, the contract resulting from the RFP (known as the Pennsylvania Compute Services Contract, hereinafter the "PACS Contract") was awarded to Contractor; and

WHEREAS, prior to the full execution of the PACS Contract, a bid protest was filed by a competing offeror; and

WHEREAS, on June 4, 2014, OA and Contractor entered into the PACS Contract, Contract No. 4400012832, with an Effective Date of June 6, 2014; and

WHEREAS, resolution of the bid protest delayed execution of the PACS Contract, thus delaying and adversely affecting the Parties' anticipated transition schedule; and

WHEREAS, the Parties now wish to amend the PACS Contract to extend the due dates for certain Transition Milestones and to extend the term by one (1) year; and

WHEREAS, Contractor will continue to provide services to the Commonwealth under its Contract #ME-98136, known as the Data Power House Contract (“DPH Contract”), during calendar year 2015 while Contractor transitions the Services to the PACS contract; and

WHEREAS, Contractor has agreed not to charge the Commonwealth under the PACS Contract for Services transitioned from the DPH Contract during calendar year 2015.

NOW THEREFORE, the Parties, intending to be legally bound, hereby agree to amend the PACS Contract as follows:

1. The above Recitals are incorporated herein by reference as a material part of the PACS Contract and this Amendment No. 1.
2. Through this Amendment No. 1, OA has exercised its option set forth in Section 1(b) of the PACS Contract to renew the PACS Contract for one (1) year. The term of the PACS Contract shall now expire on June 6, 2022 (“the Expiration Date”). Per Section 1(b) of the PACS Contract, two (2) optional renewal years remain.
3. Schedule D (Transition Milestones) of the PACS Contract is hereby deleted and replaced in its entirety with Schedule D (Transition Milestones v 2.0), attached hereto and made a part hereof as though fully set forth herein. Transition Milestone M-4.1 (Detailed Transition Plan Update) has been added and the due dates for the following Transition Milestone have been modified in the attached Schedule D (Transition Milestones v. 2.0):
 - Milestone Number M-5 (Commonwealth Compute Services Manual)
 - Milestone Number M-8 (ITSM System Integration)
 - Milestone Number M-14 (EDC Operational Transition Completed)
4. Section 20 (Fees), Subsection g., of the PACS Contract is hereby deleted and replaced in its entirety by the following:

g. Contractor presently provides the Commonwealth services under Contract Number ME-981363 (the “DPH Contract”) which, through its Amendment No. 4, has been amended to extend the termination date to December 31, 2015 at a price of \$91,816,512.00. The price may be adjusted via change order. Any Time and Material Services will be billed separately. The services provided under the DPH Contract are similar to the Services to be provided under this [PACS] Contract. Commencing on the Effective Date of Amendment No. 4 of the DPH Contract and ending on December 31, 2015, Contractor shall not charge the Commonwealth under this [PACS] Contract for any Services transitioned from the DPH Contract to this [PACS] Contract.

Contractor may charge the Commonwealth for new Services ordered by the Commonwealth under the terms of the [PACS] Contract which are unique from those provided by Contractor under the DPH Contract, commencing on the date such new Services are delivered to and accepted by the Commonwealth.

5. This Amendment No.1 to the PACS Contract is contingent on the full execution of Amendment No. 4 of the DPH Contract. This Amendment shall not become effective until Amendment No. 4 of the DPH Contract has been fully executed by the Parties.
6. All other terms and conditions of the PACS Contract not modified by this Amendment No. 1 shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties hereto execute this Amendment No. 1 through their respective duly authorized officials on the dates indicated below.


Witness:

 11/18/14
Signature Date

Ann M. Orner
Printed Name

Director, Client Management
Title

UNISYS CORPORATION

 11-18-14
Signature Date

Reed Laughlin
Printed Name

Vice President
Title

SAP Vendor Number - 000163299

COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF ADMINISTRATION

[See Section 1 of PACS Contract]
Secretary

APPROVED:

[See Section 1 of PACS Contract]
Comptroller

APPROVED AS TO FORM AND LEGALITY:

[See Section 1 of PACS Contract]
Office of Chief Counsel

[See Section 1 of PACS Contract]
Office of General Counsel

[See Section 1 of PACS Contract]
Office of Attorney General

Schedule D

Transition Milestones (v 2.0)

Milestones include the completion of all tasks, deliverables and interim milestones associated with such Milestone as set forth in the Transition Plan. The Earn Back period is thirty (30) calendar days from the Transition Milestone Due Date and applies to those Milestones indicated with “Y” in the Earn Back column. The Acceptance Criteria for each Milestone includes criteria described in Schedule F and Schedule K of the contract.

Note: If a Milestone is dependent on another Milestone and the first Milestone is missed, the subsequent Milestones remain in effect. An example is: if M-3 is missed, M-5 is still enforced.

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
M-1	Key Staffing	30 calendar days from Contract Effective Date	<ul style="list-style-type: none"> • Key Personnel team completed per Schedule G • staffing plan approved • detailed project organizational chart approved • resumes for each key personnel listed on the team submitted • staff contingency plan approved 	\$50,000 One-time	N	<ul style="list-style-type: none"> • Commonwealth review and approval
M-2	Contract Management Plan	60 calendar days from Contract Effective Date	<ul style="list-style-type: none"> • Delivery and acceptance of the following Deliverables from Schedule K: <ul style="list-style-type: none"> ○ D-11.01 ○ D-11.02 	\$50,000 One-time	Y	<ul style="list-style-type: none"> • Commonwealth review and approval
M-3	Datacenter Architecture Plan and Roadmap	90 calendar days from Contract Effective Date	<ul style="list-style-type: none"> • Delivery and acceptance of the following Deliverables from Schedule K: <ul style="list-style-type: none"> ○ D-01.01 ○ D-01.02 (Initial Deliverable Approval) ○ D-01.03 (Initial Deliverable Approval) ○ D-01.04 (Initial Deliverable Approval) ○ D-01.05 (Initial Deliverable 	\$150,000 One-time	Y	<ul style="list-style-type: none"> • Commonwealth review and approval

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			Approval) ○ D-01.07 ○ D-03.01 ○ D-03.04 ○ D-03.08 ○ D-04.01 ○ D-04.05			
M-4	Detailed Transition Plan	180 calendar days from Contract Effective Date	<ul style="list-style-type: none"> ● Completion of Data Gathering <ul style="list-style-type: none"> ○ All data gathering checklists completed, validated, reviewed and approved ● Completion, submittal and acceptance of data gathering report on B2B interface to Commonwealth's ITSM system that includes interfaces for the following: <ul style="list-style-type: none"> ○ Incident Management ○ Change Management ○ Problem Management ○ Known Errors ○ Request Management ○ Invoicing Process ● Completion and acceptance of the Detailed Transition Plan using Schedule M – Detailed Transition Plan ● Delivery and acceptance of the following Deliverables from Schedule K: <ul style="list-style-type: none"> ○ D-05.01 ○ D-05.04 ○ D-05.10 	\$250,000 One-time	N	<ul style="list-style-type: none"> ● Commonwealth review and approval

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			<ul style="list-style-type: none"> ○ D-10.01 ● The Detailed Transition plan must contain: <ul style="list-style-type: none"> ○ An overall (master) plan which includes but is not limited to: <ul style="list-style-type: none"> ▪ transition governance plan ▪ transition risk and mitigation plan ▪ due diligence timeline ▪ configuration / testing verification ▪ operational readiness ○ A plan by Datacenter which includes but is not limited to: <ul style="list-style-type: none"> ▪ transition governance plan ▪ transition risk and mitigation plan ▪ due diligence timeline ▪ configuration / testing verification ▪ operational readiness ○ A plan by Agency which includes but is not limited to: <ul style="list-style-type: none"> ▪ transition governance plan ▪ transition risk and mitigation plan ▪ due diligence timeline ▪ configuration / testing verification ▪ operational readiness ○ A plan by Application which includes but is not limited to: 			

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			<ul style="list-style-type: none"> ▪ transition governance plan ▪ transition risk and mitigation plan ▪ due diligence timeline ▪ configuration / testing verification ▪ operational readiness 			
M-4.1	Detailed Transition Plan Update	May 1, 2015	<ul style="list-style-type: none"> • Completion of updates to the Detailed Transition Plan that account for the transition of services in the EDC to fully-managed. <ul style="list-style-type: none"> ○ All acceptance criteria of Transition Milestone M-4 apply. • Updates to the Detailed Transition Plan are required by Amendment No. 1 to the Contract which extended the Transition Milestone Due Date for M-14 (EDC Operational Transition Completed). 	\$10,000 One-time	N	<ul style="list-style-type: none"> • Commonwealth review and approval
M-5	Commonwealth Compute Process Manual (CCPM)	270 calendar days from Contract Effective Date	<ul style="list-style-type: none"> • Delivery and acceptance of the following Deliverables from Schedule K: <ul style="list-style-type: none"> ○ D-02.01 ○ D-02.04 ○ D-02.09 ○ D-02.15 ○ D-02.17 ○ D-02.18 ○ D-02.23 ○ D-02.26 ○ D-02.29 	\$75,000 One-time	Y	<ul style="list-style-type: none"> • Commonwealth review and approval

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			<ul style="list-style-type: none"> ○ D-02.32 ○ D-02.37 ○ D-02.42 ○ D-02.47 ○ D-02.52 ○ D-02.57 ○ D-02.62 ○ D-02.67 ○ D-02.70 ○ D-02.75 ○ D-02.81 ● Completion and Acceptance of final CCPM as listed within Schedule L of this contract. This includes but is not limited to: <ul style="list-style-type: none"> ○ Incident (including Security) ○ Problem ○ Change ○ Order/Request ○ Billing ○ Service Level 			
M-6	Network Connectivity	120 calendar days from Contract Effective Date	<ul style="list-style-type: none"> ● Completion and Acceptance of the Network Connectivity to the Commonwealth 	\$250,000 One-time	N	<ul style="list-style-type: none"> ● Commonwealth review, testing and approval
M-7	Security	180 calendar days from Contract Effective	<ul style="list-style-type: none"> ● Completion and acceptance of security architecture, solution, policies and procedures which included but is not limited to: 	\$250,000 One-time	N	<ul style="list-style-type: none"> ● Commonwealth review and approval

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
		Date	<ul style="list-style-type: none"> ○ Delivery and acceptance of the following Deliverables from Schedule K: <ul style="list-style-type: none"> ▪ D-07.01 ▪ D-07.06 ▪ D-01.03 (Initial Deliverable Approval) ▪ D-09.01 ▪ D-09.02 ○ Implement security management plan ○ Implement security and firewall plan ○ Policies and procedures are in place for physical security ○ Policies and procedures are in place for data and network security ○ Policies and procedures are in place for personnel security, such as annual background checks ○ Security assessment is conducted to ensure data safety and confidentiality 			
M-8	ITSM System Integration	270 calendar days from Contract Effective Date	<ul style="list-style-type: none"> ● Completion and Acceptance of Integration between Commonwealth's ITSM system and Offeror's ITSM System including but is not limited to: <ul style="list-style-type: none"> ○ Incident connectivity has been tested and incidents created and updated on either side flow back and forth between systems ○ Problem connectivity has been tested and problems created and 	\$100,000 One-time	Y	<ul style="list-style-type: none"> ● Commonwealth review and approval

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			<p>updated on either side flow back and forth between systems</p> <ul style="list-style-type: none"> ○ Change requests connectivity has been tested and requests created and updated on either side flow back and forth between systems ○ Configuration items in both system CMDBs are reconciled ○ Test Invoices have been processed through the ITSM system to the Commonwealth's AP system ○ Reporting from Offeror's ITSM system is available to Commonwealth 			
M-9	Financial Management	180 calendar days from Contract Effective Date	<ul style="list-style-type: none"> ● Completion and acceptance of billing process and form of invoice approved ● Schedule K Deliverable D-02.01 completed ● Process implemented, tested and accepted providing an enterprise bill providing the details required by the Commonwealth 	\$75,000 One-time	Y	<ul style="list-style-type: none"> ● Commonwealth review and approval
M-10	Operational Readiness	240 calendar days from Contract Effective Date	<ul style="list-style-type: none"> ● Completion and acceptance of an Operational Readiness Report indicating Offeror is "Ready" to transition the Commonwealth's Applications and Services to other Datacenters. This report must include but is not limited to the following: <ul style="list-style-type: none"> ○ Delivery and acceptance of the following Deliverables from 	\$150,000 One-time	N	<ul style="list-style-type: none"> ● Commonwealth review and approval

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			Schedule K: <ul style="list-style-type: none"> ▪ D-01.01 ▪ D-01.02 ▪ D-01.03 ▪ D-01.04 ▪ D-01.05 ▪ D-01.06 ▪ D-01.07 ○ Transition Project Office established and fully staffed ○ Program plan and architecture developed and approved by the Commonwealth ○ Processes and Tools implemented to support the transition change control, schedule, quality, communications, risk and issue management ○ Datacenter environment configured , tested and acceptance 			
M-11	SSAE 16 Audits of EDC	On the July 31 st following the Commonwealth's acceptance of Milestone M-14	<ul style="list-style-type: none"> • Completion and Issuance of a SSAE-16 Audit Reports as detailed with the Appendix A (Terms and Conditions) on the Commonwealth's EDC Datacenter • Schedule K Deliverable D-08.02 	\$100,000 One-time	Y	<ul style="list-style-type: none"> • Commonwealth review and approval
M-12	DPH Transition Completed (1)	18 months from	<ul style="list-style-type: none"> • Completion and acceptance of ALL applications transitioned from the DPH 	\$2,500,000 per month or	N	<ul style="list-style-type: none"> • Commonwealth review and approval of work product

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
		Contract Effective Date	<p>to new Datacenters which includes but is not limited to the following for each application:</p> <ul style="list-style-type: none"> ○ High availability, backup and DR are operational for identified systems. ○ CCPM specific details for application are available in KMP. ○ Operations dashboards to report immediately on status and alerts for transitioned applications. ○ Service Level agreements are identified and supporting metrics in place. ○ System operational for scheduling and tracking of ticket-based tasks and incidents. ○ System is available to begin data collection to produce configuration, monitoring and management status reports. ○ Systems with DR plans have an updated DR plan and test scheduled. ○ Operational support assumed and workloads migrated. <ul style="list-style-type: none"> ● High-Speed direct link to current DPH location is disconnected. ● Signoff that all Services provided by DPH have been successfully transitioned 	partial month for six (6) months		plus assisting in data gathering, planning, ordering, implementing, testing and accepting the transition of the applications
M-13	DPH Transition Completed (2)	24 months from Contract Effective Date	<ul style="list-style-type: none"> ● Completion and acceptance of ALL applications transitioned from the DPH to new Datacenters which includes but is not limited to: <ul style="list-style-type: none"> ○ High availability, backup and DR are operational for identified systems. 	\$5,000,000 per month or partial month	N	<ul style="list-style-type: none"> ● Commonwealth review and approval of work product plus assisting in data gathering, planning, ordering, implementing,

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			<ul style="list-style-type: none"> ○ CCPM contains specific details for apps transitioned are available in KMP. ○ Operations dashboards are in place to report immediately on status and alerts for transitioned apps. ○ Service Level agreements have been identified and supporting metrics in place. ○ System is operational for scheduling and tracking of ticket-based tasks and incidents. ○ System available to begin data collection in order to produce configuration, monitoring and management status reports. ○ Systems with DR plans have a replacement plan and test scheduled. ○ Operational support has been assumed and workloads migrated. ○ High-Speed direct link to current DPH location is disconnected. ○ Signoff that all Services provided by DPH have been successfully transitioned 			testing and accepting the transition of the applications
M-14	EDC Operational Transition Completed	07/1/2016	<ul style="list-style-type: none"> ● Completion and acceptance of operational control and support of the EDC which includes but is not limited to the following: <ul style="list-style-type: none"> ○ Schedule K deliverable D-01 ○ Schedule K deliverable D-08.01 ○ Schedule K deliverable D-08.06 ○ Verification CMDDB of record with Offeror's configuration info includes EDC assets and CI's 	\$100,000 per month or partial month	N	<ul style="list-style-type: none"> ● Commonwealth review and approval of work product plus assisting in data gathering, planning, ordering, implementing, testing and accepting the transition of the applications

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			<ul style="list-style-type: none"> ○ Service catalogs, processes, and procedures are transitioned ○ Multi environments/instances are available for identified systems ○ High availability, backup and DR are operational for identified system ○ CCPM specific details for applications are available in KMP. ○ Operations dashboards are in place to report immediately on status and alerts for apps ○ Service Level agreements have been identified and supporting metrics in place ○ System is operational for scheduling and tracking of ticket-based tasks and incidents ○ System is available to begin data collection in order to produce configuration, monitoring and management status reports ○ Transition orders completed and accepted by the Commonwealth 			
M-15	Department of Labor and Industry Datacenter Transition Completed	30 months from Contract Effective Date	<ul style="list-style-type: none"> ● Completion and acceptance of ALL applications transitioned from the DLI Datacenter to new Datacenters which includes but is not limited to the following: <ul style="list-style-type: none"> ○ Service catalogs, processes and procedures fully established, documented and approved ○ Multi environments and instances are fully functional for transitioned systems ○ High availability, backup and DR are 	\$1,000 000 One-time	N	<ul style="list-style-type: none"> ● Commonwealth review and approval of work product plus assisting in data gathering, planning, ordering, implementing, testing and accepting the transition of the applications

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			<ul style="list-style-type: none"> ○ operational for transitioned systems ○ CCPM contains specific details for apps transitioned are available in KMP ○ Operations dashboards are in place to report immediately on status and alerts for transitioned apps ○ Service Level agreements have been identified and supporting metrics in place ○ System is operational for scheduling and tracking of ticket-based tasks and incidents ○ System available to begin data collection in order to produce configuration, monitoring and management status reports ○ Transition orders completed and accepted by the Commonwealth 			
M-16	Department of Revenue Datacenter Transition Completed	30 months from Contract Effective Date	<ul style="list-style-type: none"> ● Completion and acceptance of ALL applications transitioned from the DOR Datacenter to new Datacenters which includes but is not limited to the following: <ul style="list-style-type: none"> ○ Service catalogs, processes and procedures fully established, documented and approved ○ Multi environments and instances are fully functional for transitioned systems ○ High availability, backup and DR are operational for transitioned systems ○ CCPM contains specific details for applications transitioned are available in KMP ○ Operations dashboards are in place to 	\$1,000,000 One-time	N	<ul style="list-style-type: none"> ● Commonwealth review and approval of work product plus assisting in data gathering, planning, ordering, implementing, testing and accepting the transition of the applications

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			<ul style="list-style-type: none"> report immediately on status and alerts for transitioned apps ○ Service Level agreements have been identified and supporting metrics in place ○ System is operational for scheduling and tracking of ticket-based tasks and incidents ○ System available to begin data collection in order to produce configuration, monitoring and management status reports ○ Transition orders completed and accepted by the Commonwealth 			
M-17	Pennsylvania State Police Datacenter Transition Completed	30 months from Contract Effective Date	<ul style="list-style-type: none"> ● Completion and acceptance of ALL applications transitioned from the PSP Datacenter to new Datacenters which includes but is not limited to the following: <ul style="list-style-type: none"> ○ Service catalogs, processes and procedures fully established, documented and approved ○ Multi environments and instances are fully functional for transitioned systems ○ High availability, backup and DR are operational for transitioned systems ○ CCPM contains specific details for applications transitioned are available in KMP ○ Operations dashboards are in place to report immediately on status and alerts for transitioned apps ○ Service Level agreements have been identified and supporting metrics in 	\$1,000,000 One-time	N	<ul style="list-style-type: none"> ● Commonwealth review and approval of work product plus assisting in data gathering, planning, ordering, implementing, testing and accepting the transition of the applications

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			<ul style="list-style-type: none"> place ○ System is operational for scheduling and tracking of ticket-based tasks and incidents ○ System available to begin data collection in order to produce configuration, monitoring and management status reports ○ Transition orders completed and accepted by the Commonwealth 			
M-18	Department of Public Welfare Datacenter Transition Completed	30 months from Contract Effective Date	<ul style="list-style-type: none"> ● Completion and acceptance of ALL applications transitioned from the DPW Datacenter to new Datacenters which includes but is not limited to the following: <ul style="list-style-type: none"> ○ Service catalogs, processes and procedures fully established, documented and approved ○ Multi environments and instances are fully functional for transitioned systems ○ High availability, backup and DR are operational for transitioned systems ○ CCPM contains specific details for apps transitioned are available in KMP ○ Operations dashboards are in place to report immediately on status and alerts for transitioned apps ○ Service Level agreements have been identified and supporting metrics in place ○ System is operational for scheduling and tracking of ticket-based tasks and incidents ○ System available to begin data 	\$1,000,000 One-time	N	<ul style="list-style-type: none"> ● Commonwealth review and approval of work product plus assisting in data gathering, planning, ordering, implementing, testing and accepting the transition of the applications

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			collection in order to produce configuration, monitoring and management status reports <ul style="list-style-type: none"> ○ Transition orders completed and accepted by the Commonwealth 			
M-19	Department of Health Datacenter Transition Completed	30 months from Contract Effective Date	<ul style="list-style-type: none"> ● Completion and acceptance of ALL applications transitioned from the DOH Datacenter to new Datacenters which includes but is not limited to the following: <ul style="list-style-type: none"> ○ Service catalogs, processes and procedures fully established, documented and approved ○ Multi environments and instances are fully functional for transitioned systems ○ High availability, backup and DR are operational for transitioned systems ○ CCPM contains specific details for apps transitioned are available in KMP ○ Operations dashboards are in place to report immediately on status and alerts for transitioned apps ○ Service Level agreements have been identified and supporting metrics in place ○ System is operational for scheduling and tracking of ticket-based tasks and incidents ○ System available to begin data collection in order to produce configuration, monitoring and management status reports ○ Transition orders completed and accepted by the Commonwealth 	\$1,000,000 One-time	N	<ul style="list-style-type: none"> ● Commonwealth review and approval of work product plus assisting in data gathering, planning, ordering, implementing, testing and accepting the transition of the applications

Amendment No. 2

to Contract No. 4400012832

Between

**COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF ADMINISTRATION**

and

UNISYS CORPORATION

for

DATA CENTER COMPUTING SERVICES

THIS AMENDMENT ("Amendment No. 2") to Contract No. **4400012832** is entered into by and between the Commonwealth of Pennsylvania ("Commonwealth"), acting through its Governor's Office of Administration ("OA"), and Unisys Corporation, a Delaware corporation headquartered in Blue Bell, Pennsylvania ("Contractor"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, OA issued a Request for Proposals, RFP No. 6100022698, for data center computing services ("Services"); and,

WHEREAS, on December 9, 2013, the contract resulting from the RFP (known as the Pennsylvania Compute Services Contract, hereinafter the "PACS Contract") was awarded to Contractor; and

WHEREAS, on June 4, 2014, OA and Contractor entered into the PACS Contract, Contract No. 4400012832, with an Effective Date of June 6, 2014; and

WHEREAS, on December 12, 2014, the Parties amended the PACS Contract through Amendment No. 1 to extend the term, revise certain Transition Milestones, and state that the Commonwealth will not pay for services transitioned from the Data Power House Contract (Number ME-981363) for calendar year 2015; and

WHEREAS, the Parties now wish to further amend the PACS Contract to require Contractor to submit invoices directly to each Commonwealth agency for Services rendered rather than submitting a single invoice to OA and to revise a Transition Milestone due date; and

WHEREAS, OA must recreate the PACS Contract in its electronic contract processing system in order for individual Commonwealth agencies to issue purchase orders and make payments to Contractor; and

WHEREAS, as a result of this strictly administrative change to the PACS Contract, a new contract number has been assigned to the PACS Contract;

WHEREAS, the new PACS Contract Number is **4400014635**; and

WHEREAS, other than as set forth in this Amendment No. 2, no terms or conditions of the PACS Contract were modified when the new PACS Contract number was created.

NOW THEREFORE, the Parties, intending to be legally bound, hereby agree to amend the PACS Contract as follows:

1. The above Recitals are incorporated herein by reference as a material part of the PACS Contract and this Amendment No. 2.
2. Section 2 (PURCHASE ORDERS) of the PACS Contract is hereby deleted and replaced in its entirety by the following:
 - a. The Commonwealth Agencies will issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the Expiration Date of the Contract are acceptable and must be performed in accordance with the Contract. Contractors are not permitted to accept Purchase Orders which require performance in excess of those performance time periods specified in the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.
 - b. Purchase Orders will not include an ink signature by the Commonwealth Agencies. The electronically-printed name of the purchaser represents the signature of the individual who has the authority, on behalf of the Commonwealth Agency, to authorize the Contractor to proceed.
 - c. Purchase Orders may be issued electronically. The electronic transmission of a Purchase Order shall require acknowledgement of receipt of the transmission by the Contractor.
 - d. Contractor's acknowledgment of receipt of the electronic transmission of the Purchase Order shall constitute receipt of an order.
 - e. Purchase Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

- f. The Commonwealth and the Contractor specifically agree as follows:
- (1) No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
 - (2) Upon receipt of a Purchase Order, the Contractor shall promptly and properly transmit an acknowledgement in return. Any order which is issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth Agency, unless and until the Commonwealth Agency transmitting the order has properly received an acknowledgement.
 - (3) The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of the Contract or a genuine Purchase Order or acknowledgement that has been issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements shall be in writing and signed by the party bound thereby. The Contract and any genuine Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of the Contract or any genuine Purchase Order or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
 - (4) Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

3. Section 21 (PAYMENT SCHEDULE AND INVOICES) of the PACS Contract is hereby deleted and replaced in its entirety by the following:

- a. **Service Fees.** On or before the 15th day of each calendar month of the Term, Contractor shall provide each Commonwealth Agency with an invoice, or multiple invoices as required, for applicable Service Fees based on the associated approved Purchase Order(s). Each such invoice shall include the Fees for the

prior month. Service Level Credits then payable by Contractor to the Commonwealth Agency or refundable by the Commonwealth Agency to the Contractor will be issued on a separate invoice via a .pdf document.

- b. Detailed Invoices.** Contractor shall provide on the monthly invoices varying degrees of detail (e.g., per Agency, end-user, department, project, site) as specified in *Schedule H* (Commonwealth Computing Procedures Manual). The detailed invoices must be delivered in an electronic format compatible with the Commonwealth's Invoice Processing System. An Invoice Summary that includes all charges detailed on the monthly invoices sent to Commonwealth Agencies, and any additional detail as specified in *Schedule H* (Commonwealth Computing Procedures Manual) must be delivered to OA each month for management, budgeting, and SLA calculation purposes.
 - c. Time of Payment.** Any sum due Contractor pursuant to any such invoice shall be due and payable on the last business day of the calendar month following the calendar month during which such invoice was delivered to Commonwealth Agency. (e.g., an invoice delivered to Commonwealth on July 15, 2015 will be due and payable on August 31, 2015, the last business day of August, 2015.). In the event any invoices remain unpaid after such due date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Contractor shall, subject to Section 32(f) of this Contract, continue to provide the Services even in the event payment is delayed or is not made in timely fashion.
 - d. Fee Dispute.** During the pendency of a dispute between a Commonwealth Agency and Contractor pursuant to which a Commonwealth Agency, in good faith, believes it is entitled to withhold, and does withhold, payment, Contractor shall continue to fully provide the Services and otherwise fully perform its obligations under this Contract. Notwithstanding the foregoing, the Commonwealth will not withhold more than twenty-five percent (25%) of the total of any monthly Invoice Summary.
4. The following definitions in *Schedule A (Definitions)* are hereby deleted and replaced in their entirety:
- At-Risk Amount** - The amount that the Contractor will have at risk for all Service Level Credits in each month. The "At-Risk Amount" is 15% of the sum of all monthly invoices submitted to Commonwealth Agencies, as detailed in the Invoice Summary.
- Contract Year** – Contract Year 1 is June 6, 2014 – June 30, 2015. Each subsequent year aligns with Commonwealth fiscal year except for last year of contract which will end June 5 of the applicable year.
5. The following definition has been added to *Schedule A (Definitions)*:

Invoice Summary - A monthly report submitted by Contractor to the Commonwealth Office of Administration that includes all charges detailed on the monthly invoices sent to Commonwealth Agencies, and any additional detail as specified in *Schedule H* (Commonwealth Computing Procedures Manual).

6. Schedule D (Transition Milestones 2.0) of the PACS Contract is hereby deleted and replaced in its entirety with Schedule D (Transition Milestones v 3.0), attached hereto and made a part hereof as though fully set forth herein. The Due Date for Transition Milestone M-12 (DPH Transition Completed (1)) has been changed in the attached Schedule D (Transition Milestones v. 3.0) to December 31, 2015.
7. This Amendment No.2 to the PACS Contract is contingent on the full execution of a Contract Change Request for the SAP Implementation of the Project. This Amendment shall not become effective until the Contract Change Request for the SAP Implementation of the Project has been fully executed by the Parties.
8. All other terms and conditions of the PACS Contract not modified by this Amendment No. 2 shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties hereto execute this Amendment No. 2 through their respective duly authorized officials on the dates indicated below.

Witness:

 10/19/15
Signature Date

Rita S. Spicher
Printed Name

Contract Compliance Manager
Title

UNISYS CORPORATION

 10/19/2015
Signature Date

Reed Laughlin
Printed Name

Vice President
Title

SAP Vendor Number – 000163299

**COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF ADMINISTRATION**

[See Section 1 of PACS Contract]
Secretary

APPROVED:

[See Section 1 of PACS Contract]
Comptroller

APPROVED AS TO FORM AND LEGALITY:

[See Section 1 of PACS Contract]
Office of Chief Counsel

[See Section 1 of PACS Contract]
Office of General Counsel

[See Section 1 of PACS Contract]
Office of Attorney General

Schedule D
Transition Milestones (v 3.0)

Milestones include the completion of all tasks, deliverables and interim milestones associated with such Milestone as set forth in the Transition Plan. The Earn Back period is thirty (30) calendar days from the Transition Milestone Due Date and applies to those Milestones indicated with “Y” in the Earn Back column. The Acceptance Criteria for each Milestone includes criteria described in Schedule F and Schedule K of the contract.

Note: If a Milestone is dependent on another Milestone and the first Milestone is missed, the subsequent Milestones remain in effect. An example is: if M-3 is missed, M-5 is still enforced.

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
M-1	Key Staffing	30 calendar days from Contract Effective Date	<ul style="list-style-type: none"> • Key Personnel team completed per Schedule G • staffing plan approved • detailed project organizational chart approved • resumes for each key personnel listed on the team submitted • staff contingency plan approved 	\$50,000 One-time	N	<ul style="list-style-type: none"> • Commonwealth review and approval
M-2	Contract Management Plan	60 calendar days from Contract Effective Date	<ul style="list-style-type: none"> • Delivery and acceptance of the following Deliverables from Schedule K: <ul style="list-style-type: none"> ○ D-11.01 ○ D-11.02 	\$50,000 One-time	Y	<ul style="list-style-type: none"> • Commonwealth review and approval
M-3	Datacenter Architecture Plan and Roadmap	90 calendar days from Contract Effective Date	<ul style="list-style-type: none"> • Delivery and acceptance of the following Deliverables from Schedule K: <ul style="list-style-type: none"> ○ D-01.01 ○ D-01.02 (Initial Deliverable Approval) ○ D-01.03 (Initial Deliverable Approval) ○ D-01.04 (Initial Deliverable Approval) ○ D-01.05 (Initial Deliverable 	\$150,000 One-time	Y	<ul style="list-style-type: none"> • Commonwealth review and approval

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			<ul style="list-style-type: none"> Approval) <ul style="list-style-type: none"> ○ D-01.07 ○ D-03.01 ○ D-03.04 ○ D-03.08 ○ D-04.01 ○ D-04.05 			
M-4	Detailed Transition Plan	180 calendar days from Contract Effective Date	<ul style="list-style-type: none"> ● Completion of Data Gathering <ul style="list-style-type: none"> ○ All data gathering checklists completed, validated, reviewed and approved ● Completion, submittal and acceptance of data gathering report on B2B interface to Commonwealth's ITSM system that includes interfaces for the following: <ul style="list-style-type: none"> ○ Incident Management ○ Change Management ○ Problem Management ○ Known Errors ○ Request Management ○ Invoicing Process ● Completion and acceptance of the Detailed Transition Plan using Schedule M – Detailed Transition Plan ● Delivery and acceptance of the following Deliverables from Schedule K: <ul style="list-style-type: none"> ○ D-05.01 ○ D-05.04 ○ D-05.10 	\$250,000 One-time	N	<ul style="list-style-type: none"> ● Commonwealth review and approval

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			<ul style="list-style-type: none"> ○ D-10.01 ● The Detailed Transition plan must contain: <ul style="list-style-type: none"> ○ An overall (master) plan which includes but is not limited to: <ul style="list-style-type: none"> ▪ transition governance plan ▪ transition risk and mitigation plan ▪ due diligence timeline ▪ configuration / testing verification ▪ operational readiness ○ A plan by Datacenter which includes but is not limited to: <ul style="list-style-type: none"> ▪ transition governance plan ▪ transition risk and mitigation plan ▪ due diligence timeline ▪ configuration / testing verification ▪ operational readiness ○ A plan by Agency which includes but is not limited to: <ul style="list-style-type: none"> ▪ transition governance plan ▪ transition risk and mitigation plan ▪ due diligence timeline ▪ configuration / testing verification ▪ operational readiness ○ A plan by Application which includes but is not limited to: 			

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			<ul style="list-style-type: none"> ▪ transition governance plan ▪ transition risk and mitigation plan ▪ due diligence timeline ▪ configuration / testing verification ▪ operational readiness 			
M-4.1	Detailed Transition Plan Update	May 1, 2015	<ul style="list-style-type: none"> • Completion of updates to the Detailed Transition Plan that account for the transition of services in the EDC to fully-managed. <ul style="list-style-type: none"> ○ All acceptance criteria of Transition Milestone M-4 apply. • Updates to the Detailed Transition Plan are required by Amendment No. 1 to the Contract which extended the Transition Milestone Due Date for M-14 (EDC Operational Transition Completed). 	\$10,000 One-time	N	<ul style="list-style-type: none"> • Commonwealth review and approval
M-5	Commonwealth Compute Process Manual (CCPM)	270 calendar days from Contract Effective Date	<ul style="list-style-type: none"> • Delivery and acceptance of the following Deliverables from Schedule K: <ul style="list-style-type: none"> ○ D-02.01 ○ D-02.04 ○ D-02.09 ○ D-02.15 ○ D-02.17 ○ D-02.18 ○ D-02.23 ○ D-02.26 ○ D-02.29 	\$75,000 One-time	Y	<ul style="list-style-type: none"> • Commonwealth review and approval

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			<ul style="list-style-type: none"> ○ D-02.32 ○ D-02.37 ○ D-02.42 ○ D-02.47 ○ D-02.52 ○ D-02.57 ○ D-02.62 ○ D-02.67 ○ D-02.70 ○ D-02.75 ○ D-02.81 ● Completion and Acceptance of final CCPM as listed within Schedule L of this contract. This includes but is not limited to: <ul style="list-style-type: none"> ○ Incident (including Security) ○ Problem ○ Change ○ Order/Request ○ Billing ○ Service Level 			
M-6	Network Connectivity	120 calendar days from Contract Effective Date	<ul style="list-style-type: none"> ● Completion and Acceptance of the Network Connectivity to the Commonwealth 	\$250,000 One-time	N	<ul style="list-style-type: none"> ● Commonwealth review, testing and approval
M-7	Security	180 calendar days from Contract Effective	<ul style="list-style-type: none"> ● Completion and acceptance of security architecture, solution, policies and procedures which included but is not limited to: 	\$250,000 One-time	N	<ul style="list-style-type: none"> ● Commonwealth review and approval

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
		Date	<ul style="list-style-type: none"> ○ Delivery and acceptance of the following Deliverables from Schedule K: <ul style="list-style-type: none"> ▪ D-07.01 ▪ D-07.06 ▪ D-01.03 (Initial Deliverable Approval) ▪ D-09.01 ▪ D-09.02 ○ Implement security management plan ○ Implement security and firewall plan ○ Policies and procedures are in place for physical security ○ Policies and procedures are in place for data and network security ○ Policies and procedures are in place for personnel security, such as annual background checks ○ Security assessment is conducted to ensure data safety and confidentiality 			
M-8	ITSM System Integration	270 calendar days from Contract Effective Date	<ul style="list-style-type: none"> ● Completion and Acceptance of Integration between Commonwealth's ITSM system and Offeror's ITSM System including but is not limited to: <ul style="list-style-type: none"> ○ Incident connectivity has been tested and incidents created and updated on either side flow back and forth between systems ○ Problem connectivity has been tested and problems created and 	\$100,000 One-time	Y	<ul style="list-style-type: none"> ● Commonwealth review and approval

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			<ul style="list-style-type: none"> ○ updated on either side flow back and forth between systems ○ Change requests connectivity has been tested and requests created and updated on either side flow back and forth between systems ○ Configuration items in both system CMDBs are reconciled ○ Test Invoices have been processed through the ITSM system to the Commonwealth's AP system ○ Reporting from Offeror's ITSM system is available to Commonwealth 			
M-9	Financial Management	180 calendar days from Contract Effective Date	<ul style="list-style-type: none"> ● Completion and acceptance of billing process and form of invoice approved ● Schedule K Deliverable D-02.01 completed ● Process implemented, tested and accepted providing an enterprise bill providing the details required by the Commonwealth 	\$75,000 One-time	Y	<ul style="list-style-type: none"> ● Commonwealth review and approval
M-10	Operational Readiness	240 calendar days from Contract Effective Date	<ul style="list-style-type: none"> ● Completion and acceptance of an Operational Readiness Report indicating Offeror is "Ready" to transition the Commonwealth's Applications and Services to other Datacenters. This report must include but is not limited to the following: <ul style="list-style-type: none"> ○ Delivery and acceptance of the following Deliverables from 	\$150,000 One-time	N	<ul style="list-style-type: none"> ● Commonwealth review and approval

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			Schedule K: <ul style="list-style-type: none"> ▪ D-01.01 ▪ D-01.02 ▪ D-01.03 ▪ D-01.04 ▪ D-01.05 ▪ D-01.06 ▪ D-01.07 <ul style="list-style-type: none"> ○ Transition Project Office established and fully staffed ○ Program plan and architecture developed and approved by the Commonwealth ○ Processes and Tools implemented to support the transition change control, schedule, quality, communications, risk and issue management ○ Datacenter environment configured , tested and acceptance 			
M-11	SSAE 16 Audits of EDC	On the July 31 st following the Commonwealth's acceptance of Milestone M-14	<ul style="list-style-type: none"> • Completion and Issuance of a SSAE-16 Audit Reports as detailed with the Appendix A (Terms and Conditions) on the Commonwealth's EDC Datacenter • Schedule K Deliverable D-08.02 	\$100,000 One-time	Y	<ul style="list-style-type: none"> • Commonwealth review and approval
M-12	DPH Transition Completed (1)	December 31, 2015	<ul style="list-style-type: none"> • Completion and acceptance of ALL applications transitioned from the DPH 	\$2,500,000 per month or	N	<ul style="list-style-type: none"> • Commonwealth review and approval of work product

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			<p>to new Datacenters which includes but is not limited to the following for each application:</p> <ul style="list-style-type: none"> ○ High availability, backup and DR are operational for identified systems. ○ CCPM specific details for application are available in KMP. ○ Operations dashboards to report immediately on status and alerts for transitioned applications. ○ Service Level agreements are identified and supporting metrics in place. ○ System operational for scheduling and tracking of ticket-based tasks and incidents. ○ System is available to begin data collection to produce configuration, monitoring and management status reports. ○ Systems with DR plans have an updated DR plan and test scheduled. ○ Operational support assumed and workloads migrated. <ul style="list-style-type: none"> ● High-Speed direct link to current DPH location is disconnected. ● Signoff that all Services provided by DPH have been successfully transitioned 	partial month for six (6) months		plus assisting in data gathering, planning, ordering, implementing, testing and accepting the transition of the applications
M-13	DPH Transition Completed (2)	24 months from Contract Effective Date	<ul style="list-style-type: none"> ● Completion and acceptance of ALL applications transitioned from the DPH to new Datacenters which includes but is not limited to: <ul style="list-style-type: none"> ○ High availability, backup and DR are operational for identified systems. 	\$5,000,000 per month or partial month	N	<ul style="list-style-type: none"> ● Commonwealth review and approval of work product plus assisting in data gathering, planning, ordering, implementing,

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			<ul style="list-style-type: none"> ○ CCPM contains specific details for apps transitioned are available in KMP. ○ Operations dashboards are in place to report immediately on status and alerts for transitioned apps. ○ Service Level agreements have been identified and supporting metrics in place. ○ System is operational for scheduling and tracking of ticket-based tasks and incidents. ○ System available to begin data collection in order to produce configuration, monitoring and management status reports. ○ Systems with DR plans have a replacement plan and test scheduled. ○ Operational support has been assumed and workloads migrated. ○ High-Speed direct link to current DPH location is disconnected. ○ Signoff that all Services provided by DPH have been successfully transitioned 			testing and accepting the transition of the applications
M-14	EDC Operational Transition Completed	07/1/2016	<ul style="list-style-type: none"> ● Completion and acceptance of operational control and support of the EDC which includes but is not limited to the following: <ul style="list-style-type: none"> ○ Schedule K deliverable D-01 ○ Schedule K deliverable D-08.01 ○ Schedule K deliverable D-08.06 ○ Verification CMDB of record with Offeror's configuration info includes EDC assets and CI's 	\$100,000 per month or partial month	N	<ul style="list-style-type: none"> ● Commonwealth review and approval of work product plus assisting in data gathering, planning, ordering, implementing, testing and accepting the transition of the applications

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			<ul style="list-style-type: none"> ○ Service catalogs, processes, and procedures are transitioned ○ Multi environments/instances are available for identified systems ○ High availability, backup and DR are operational for identified system ○ CCPM specific details for applications are available in KMP. ○ Operations dashboards are in place to report immediately on status and alerts for apps ○ Service Level agreements have been identified and supporting metrics in place ○ System is operational for scheduling and tracking of ticket-based tasks and incidents ○ System is available to begin data collection in order to produce configuration, monitoring and management status reports ○ Transition orders completed and accepted by the Commonwealth 			
M-15	Department of Labor and Industry Datacenter Transition Completed	30 months from Contract Effective Date	<ul style="list-style-type: none"> ● Completion and acceptance of ALL applications transitioned from the DLI Datacenter to new Datacenters which includes but is not limited to the following: <ul style="list-style-type: none"> ○ Service catalogs, processes and procedures fully established, documented and approved ○ Multi environments and instances are fully functional for transitioned systems ○ High availability, backup and DR are 	\$1,000 000 One-time	N	<ul style="list-style-type: none"> ● Commonwealth review and approval of work product plus assisting in data gathering, planning, ordering, implementing, testing and accepting the transition of the applications

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			<ul style="list-style-type: none"> ○ operational for transitioned systems ○ CCPM contains specific details for apps transitioned are available in KMP ○ Operations dashboards are in place to report immediately on status and alerts for transitioned apps ○ Service Level agreements have been identified and supporting metrics in place ○ System is operational for scheduling and tracking of ticket-based tasks and incidents ○ System available to begin data collection in order to produce configuration, monitoring and management status reports ○ Transition orders completed and accepted by the Commonwealth 			
M-16	Department of Revenue Datacenter Transition Completed	30 months from Contract Effective Date	<ul style="list-style-type: none"> ● Completion and acceptance of ALL applications transitioned from the DOR Datacenter to new Datacenters which includes but is not limited to the following: <ul style="list-style-type: none"> ○ Service catalogs, processes and procedures fully established, documented and approved ○ Multi environments and instances are fully functional for transitioned systems ○ High availability, backup and DR are operational for transitioned systems ○ CCPM contains specific details for applications transitioned are available in KMP ○ Operations dashboards are in place to 	\$1,000,000 One-time	N	<ul style="list-style-type: none"> ● Commonwealth review and approval of work product plus assisting in data gathering, planning, ordering, implementing, testing and accepting the transition of the applications

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			<ul style="list-style-type: none"> report immediately on status and alerts for transitioned apps ○ Service Level agreements have been identified and supporting metrics in place ○ System is operational for scheduling and tracking of ticket-based tasks and incidents ○ System available to begin data collection in order to produce configuration, monitoring and management status reports ○ Transition orders completed and accepted by the Commonwealth 			
M-17	Pennsylvania State Police Datacenter Transition Completed	30 months from Contract Effective Date	<ul style="list-style-type: none"> ● Completion and acceptance of ALL applications transitioned from the PSP Datacenter to new Datacenters which includes but is not limited to the following: <ul style="list-style-type: none"> ○ Service catalogs, processes and procedures fully established, documented and approved ○ Multi environments and instances are fully functional for transitioned systems ○ High availability, backup and DR are operational for transitioned systems ○ CCPM contains specific details for applications transitioned are available in KMP ○ Operations dashboards are in place to report immediately on status and alerts for transitioned apps ○ Service Level agreements have been identified and supporting metrics in 	\$1,000,000 One-time	N	<ul style="list-style-type: none"> ● Commonwealth review and approval of work product plus assisting in data gathering, planning, ordering, implementing, testing and accepting the transition of the applications

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			<ul style="list-style-type: none"> place ○ System is operational for scheduling and tracking of ticket-based tasks and incidents ○ System available to begin data collection in order to produce configuration, monitoring and management status reports ○ Transition orders completed and accepted by the Commonwealth 			
M-18	Department of Public Welfare Datacenter Transition Completed	30 months from Contract Effective Date	<ul style="list-style-type: none"> ● Completion and acceptance of ALL applications transitioned from the DPW Datacenter to new Datacenters which includes but is not limited to the following: <ul style="list-style-type: none"> ○ Service catalogs, processes and procedures fully established, documented and approved ○ Multi environments and instances are fully functional for transitioned systems ○ High availability, backup and DR are operational for transitioned systems ○ CCPM contains specific details for apps transitioned are available in KMP ○ Operations dashboards are in place to report immediately on status and alerts for transitioned apps ○ Service Level agreements have been identified and supporting metrics in place ○ System is operational for scheduling and tracking of ticket-based tasks and incidents ○ System available to begin data 	\$1,000,000 One-time	N	<ul style="list-style-type: none"> ● Commonwealth review and approval of work product plus assisting in data gathering, planning, ordering, implementing, testing and accepting the transition of the applications

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			<p>collection in order to produce configuration, monitoring and management status reports</p> <ul style="list-style-type: none"> ○ Transition orders completed and accepted by the Commonwealth 			
M-19	Department of Health Datacenter Transition Completed	30 months from Contract Effective Date	<ul style="list-style-type: none"> ● Completion and acceptance of ALL applications transitioned from the DOH Datacenter to new Datacenters which includes but is not limited to the following: <ul style="list-style-type: none"> ○ Service catalogs, processes and procedures fully established, documented and approved ○ Multi environments and instances are fully functional for transitioned systems ○ High availability, backup and DR are operational for transitioned systems ○ CCPM contains specific details for apps transitioned are available in KMP ○ Operations dashboards are in place to report immediately on status and alerts for transitioned apps ○ Service Level agreements have been identified and supporting metrics in place ○ System is operational for scheduling and tracking of ticket-based tasks and incidents ○ System available to begin data collection in order to produce configuration, monitoring and management status reports ○ Transition orders completed and accepted by the Commonwealth 	\$1,000,000 One-time	N	<ul style="list-style-type: none"> ● Commonwealth review and approval of work product plus assisting in data gathering, planning, ordering, implementing, testing and accepting the transition of the applications

CERTIFIED COPY OF RESOLUTIONS
of the
BOARD OF DIRECTORS
of
UNISYS CORPORATION

I, Susan B. Asch, Assistant Secretary of Unisys Corporation, a Delaware corporation, do hereby certify that the following is a true and correct copy of resolutions duly adopted at a regular meeting of the Board of Directors of said Corporation held on September 27, 1990, which on the date hereof remain in full force and effect:

Bids, Proposals, and Contracts:

RESOLVED, that the officers of the Corporation at the level of elected Vice President or above be, and each of them hereby is, authorized and empowered, in the name and on behalf of the Corporation, to make, execute, enter into and deliver bids, proposals and contracts for the selling, leasing, licensing, supplying, performing, and delivering of computer products (including, without limitation, hardware and system software incorporated therein, application software, parts and supplies), systems and other services, other products and goods of the Corporation (whether or not manufactured or developed by the Corporation or others) to any customer, governmental or otherwise; and further

RESOLVED, that the officers of the Corporation above the level of elected Vice President be, and each of them hereby is, authorized and empowered, in the name and on behalf of the Corporation, to delegate the authority granted by the foregoing resolution to additional officers and/or employees of the Corporation, or to revoke any such delegation previously granted, which delegation, or revocation thereof, shall become effective when it is filed in writing with the Secretary of the Corporation; and further

RESOLVED, that the Secretary or any Assistant Secretary of the Corporation be, and each of them hereby is, authorized and empowered to certify, to any entity or person, the authority granted to any officer or employee of the Corporation pursuant to the foregoing resolutions, with such certification constituting conclusive evidence, binding upon the Corporation, of the authority of such officer or employee to make, execute, enter into or deliver the bids, proposals or contracts referred to in the foregoing resolutions.

I further certify that, on the date hereof, J. Edward Coleman is the duly elected Chairman and Chief Executive Officer of Unisys Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation this 25th day of November 2013.



Assistant Secretary

Amendment No. 3

to Contract No. 4400014635

Between

**COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF ADMINISTRATION**

and

UNISYS CORPORATION

for

DATA CENTER COMPUTING SERVICES

THIS AMENDMENT (“Amendment No. 3”) to Contract No. **4400014635** is entered into by and between the Commonwealth of Pennsylvania (“Commonwealth”), acting through its Governor’s Office of Administration (“OA”), and Unisys Corporation, a Delaware corporation headquartered in Blue Bell, Pennsylvania (“Contractor”), collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, OA issued a Request for Proposals, RFP No. 6100022698, for data center computing services (“Services”); and,

WHEREAS, on December 9, 2013, the contract resulting from the RFP (known as the Pennsylvania Compute Services Contract, hereinafter the “PACS Contract”) was awarded to Contractor; and

WHEREAS, on June 4, 2014, OA and Contractor entered into the PACS Contract, Contract No. 4400012832, with an Effective Date of June 6, 2014; and

WHEREAS, on December 12, 2014, the Parties amended the PACS Contract through Amendment No. 1 to extend the term, revise certain Transition Milestones, and state that the Commonwealth will not pay for services transitioned from the Data Power House Contract (Number ME-981363) for calendar year 2015; and

WHEREAS, on November 10, 2015, the Parties amended the PACS Contract through Amendment No. 2 to make adjustments to the invoicing terms as a result of the Commonwealth’s decision to utilize their SAP system and to extend the Due Date for Transition

Milestone M-12 (DPH Transition Completed (1)) in Schedule D (Transition Milestones v. 3.0) to December 31, 2015; and,

WHEREAS, the Parties now wish to further amend the PACS Contract to revise Schedule D, Transition Milestones, Section 17, KEY POSITIONS/CONTRACTOR PERSONNEL, and SECTION 45, INSURANCE.

NOW THEREFORE, the Parties, intending to be legally bound, hereby agree to amend the PACS Contract as follows:

1. The above Recitals are incorporated herein by reference as a material part of the PACS Contract and this Amendment No. 3.
2. Schedule D (Transition Milestones 3.0) of the PACS Contract is hereby deleted and replaced in its entirety with Schedule D (Transition Milestones v 4.0), attached hereto and made a part hereof as though fully set forth herein.
3. Section 17 (KEY POSITIONS/CONTRACTOR PERSONNEL), Subsection (b) - Key Positions, is deleted in its entirety and replaced with the following.
 - b. **Key Positions.** The positions identified in *Schedule G* (Staffing Plan and Key Positions), are designated by Commonwealth and Contractor as Key Positions within the Contractor's Personnel. All of the Key Personnel shall be dedicated to the Commonwealth account on a full-time basis unless otherwise agreed to by the Parties and documented in *Schedule G* (Staffing Plan and Key Positions). The Commonwealth Project Manager and the Contractor Project Manager shall meet once every year beginning with the first anniversary of the Effective Date or upon the request of either the Commonwealth Project Manager or the Contractor Project Manager to update the list of the Key Personnel. Each Key Personnel shall at all times be subject to Commonwealth's continuing approval. Except for a replacement or reassignment of Key Personnel pursuant to *Section 17(c)*, Contractor shall not reassign or replace any Key Personnel. As more fully set forth in *Section 59* (Independent Capacity of Contractor), parties to this Contract agree that the Services performed by the Contractor under the terms of this Contract are performed as an independent contractor.
4. Section 27 (CHANGE CONTROL), Subsection c is deleted in its entirety and replaced with the following
 - c. Without limiting any other provision of this Contract, the following Schedules may be modified through the Change Control Procedures set forth in this *Section 27* (Change Control):
 - (1) Schedule B - Governance
 - (2) Schedule C – Services Catalog

- (3) Schedule E – Data Center Locations
- (4) Schedule G – Staffing Plan and Key Positions
- (5) Schedule J.1 – Data Center Service Level Management
- (6) Schedule J.2 – Data Center Service Level Matrix
- (7) Schedule J.3 – Data Center SLA Definitions
- (8) Schedule H – Commonwealth Computing Procedures Manual
- (9) Schedule O – Commonwealth Data Centers to be Transitioned

5. Section 45 (INSURANCE) is deleted in its entirety and replaced with the following.

45. INSURANCE

- a. Contractor Insurance Requirements. During the Contract Term, Contractor shall maintain at its own expense, insurance of the type and in the amounts specified below and issued by companies authorized to conduct such business under the laws of Pennsylvania:
 - (1) Statutory workers' compensation in accordance with all applicable Federal, state and local requirements, and employer liability in an amount not less than \$2,000,000 per occurrence;
 - (2) Comprehensive general public liability (including contractual liability insurance) in an amount not less than \$5,000,000 per occurrence;
 - (3) Comprehensive automobile liability covering all vehicles that Contractor owns, hires, or leases in an amount not less than \$5,000,000 per occurrence (combined single limit for bodily injury and property damages).
 - (4) Personal property insurance, on a replacement basis, covering all of Contractor's and Contractor's Subcontractors' personal property located at any Contractor Services Location.
 - (5) Professional liability/error & omission in the aggregate amount of not less than \$25,000,000.
 - (6) Comprehensive crime insurance in an amount of not less than \$15,000,000 per claim.
 - (7) Network/Cyber Liability Insurance (including coverage for Technology Professional Liability if not covered under Contractor's Professional Liability/Errors and Omissions Insurance referenced above) in the amount of \$5,000,000, per occurrence.
 - (8) Umbrella/excess in an aggregate amount of not less than \$30,000,000.

- b. Insurance Requirements for Subcontractors. During the Contract Term, Contractor shall require each of its Subcontractors listed in *Schedule L* (Approved Subcontractors) and any other Subcontractors performing any Services on-site at any of the Contractor Services Locations, to maintain at their own expense or Contractor's expense, insurance of the type and in the amounts specified below:
- (1) Statutory workers' compensation in accordance with all applicable Federal, state and local requirements, and employer liability in an amount not less than \$1,000,000 per occurrence; and
 - (2) Comprehensive general public liability (including contractual liability insurance) in an amount not less than \$2,000,000 per occurrence; and
 - (3) If any of the Subcontractor personnel will be on-site at any of the Commonwealth's or Contractor's facilities, comprehensive automobile liability covering all vehicles owned, hired or leased by that Subcontractor and in an amount not less than \$2,000,000 per occurrence (combined single limit for bodily injury and property damages); and
 - (4) If the Subcontractor personnel will be on-site at any of Commonwealth's or Contractor's facilities, personal property insurance, on a replacement basis, covering all of that Subcontractor's personal property located at any such facilities; and
 - (5) Network/Cyber Liability Insurance (including coverage for Technology Professional Liability if not covered under Contractor's Professional Liability/Errors and Omissions Insurance referenced above) in the amount of \$1,000,000, per occurrence; and
 - (6) Errors & Omissions liability in the amount of \$5,000,000 each claim and aggregate (if applicable).
- c. Prior to the expiration of any then effective insurance policy, Contractor shall furnish to Commonwealth certificates of insurance or other appropriate documentation (including evidence of renewal of insurance) evidencing all coverage referenced in this *Section 45* (Insurance), as applicable, and naming Commonwealth as an additional insured to the extent of Contractor's indemnities contained in this Contract. Contractor shall have included in all policies of insurance required hereunder a waiver by the insurer of all right of subrogation against Commonwealth in connection with any loss or damage thereby insured against. Such certificates or other documentation will include a provision whereby thirty (30) days' notice must be received by Commonwealth prior to coverage cancellation or alteration of the coverage by either Contractor or its Subcontractors or the applicable insurer. Such cancellation or alteration shall not

relieve Contractor of its continuing obligation to maintain insurance coverage in accordance with this *Section 45* (Insurance).

- d. For purposes hereof, Contractor and its Subcontractors may maintain “umbrella” insurance policies to fulfill the foregoing insurance requirements, as appropriate.
6. All other terms and conditions of the PACS Contract not modified by this Amendment No. 3 shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto execute this Amendment No. 3 through their respective duly authorized officials on the dates indicated below.

Witness:

 5/24/17
Signature Date

Rita S. Spicher
Printed Name

Contract Compliance Manager
Title

UNISYS CORPORATION

 5/24/17
Signature Date

Thomas G. Frederick
Printed Name

Client Account Executive
Title

SAP Vendor Number - 000163299

**COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF ADMINISTRATION**

[See Section 1 of PACS Contract]
Secretary

APPROVED:

[See Section 1 of PACS Contract]
Comptroller

APPROVED AS TO FORM AND LEGALITY:

[See Section 1 of PACS Contract]
Office of Chief Counsel

[See Section 1 of PACS Contract]
Office of General Counsel

[See Section 1 of PACS Contract]
Office of Attorney General

Schedule D
Transition Milestones (v 4.0)

[As of the Effective Date of Amendment # 3 to Contract No. 4400014635, PACS Contract, there are no outstanding Milestone Number(s), Transition Milestone Due Dates, or Milestone Credits, each of which have been satisfied by Commonwealth and Unisys performance earlier or each of which are removed from this Schedule D by Amendment # 3. Whether any additional workloads will transition into PACS will be subject to the mutual agreement of the Commonwealth and Contractor.]

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
M-1	Key Staffing	30 calendar days from Contract Effective Date	<ul style="list-style-type: none"> • Key Personnel team completed per Schedule G • staffing plan approved • detailed project organizational chart approved • resumes for each key personnel listed on the team submitted • staff contingency plan approved 	\$50,000 One-time	N	<ul style="list-style-type: none"> • Commonwealth review and approval
M-2	Contract Management Plan	60 calendar days from Contract Effective Date	<ul style="list-style-type: none"> • Delivery and acceptance of the following Deliverables from Schedule K: <ul style="list-style-type: none"> ○ D-11.01 ○ D-11.02 	\$50,000 One-time	Y	<ul style="list-style-type: none"> • Commonwealth review and approval
M-3	Datacenter Architecture Plan and Roadmap	90 calendar days from Contract Effective Date	<ul style="list-style-type: none"> • Delivery and acceptance of the following Deliverables from Schedule K: <ul style="list-style-type: none"> ○ D-01.01 ○ D-01.02 (Initial Deliverable Approval) ○ D-01.03 (Initial Deliverable Approval) ○ D-01.04 (Initial Deliverable Approval) 	\$150,000 One-time	Y	<ul style="list-style-type: none"> • Commonwealth review and approval

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			<ul style="list-style-type: none"> ○ D-01.05 (Initial Deliverable Approval) ○ D-01.07 ○ D-03.01 ○ D-03.04 ○ D-03.08 ○ D-04.01 ○ D-04.05 			
M-4	Detailed Transition Plan	180 calendar days from Contract Effective Date	<ul style="list-style-type: none"> ● Completion of Data Gathering <ul style="list-style-type: none"> ○ All data gathering checklists completed, validated, reviewed and approved ● Completion, submittal and acceptance of data gathering report on B2B interface to Commonwealth's ITSM system that includes interfaces for the following: <ul style="list-style-type: none"> ○ Incident Management ○ Change Management ○ Problem Management ○ Known Errors ○ Request Management ○ Invoicing Process ● Completion and acceptance of the Detailed Transition Plan using Schedule M – Detailed Transition Plan ● Delivery and acceptance of the following Deliverables from Schedule K: <ul style="list-style-type: none"> ○ D-05.01 ○ D-05.04 	\$250,000 One-time	N	<ul style="list-style-type: none"> ● Commonwealth review and approval

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			<ul style="list-style-type: none"> ○ D-05.10 ○ D-10.01 ● The Detailed Transition plan must contain: <ul style="list-style-type: none"> ○ An overall (master) plan which includes but is not limited to: <ul style="list-style-type: none"> ▪ transition governance plan ▪ transition risk and mitigation plan ▪ due diligence timeline ▪ configuration / testing verification ▪ operational readiness ○ A plan by Datacenter which includes but is not limited to: <ul style="list-style-type: none"> ▪ transition governance plan ▪ transition risk and mitigation plan ▪ due diligence timeline ▪ configuration / testing verification ▪ operational readiness ○ A plan by Agency which includes but is not limited to: <ul style="list-style-type: none"> ▪ transition governance plan ▪ transition risk and mitigation plan ▪ due diligence timeline ▪ configuration / testing verification ▪ operational readiness 			

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			<ul style="list-style-type: none"> ○ A plan by Application which includes but is not limited to: <ul style="list-style-type: none"> ▪ transition governance plan ▪ transition risk and mitigation plan ▪ due diligence timeline ▪ configuration / testing verification ▪ operational readiness 			
M-5	Commonwealth Compute Process Manual (CCPM)	270 calendar days from Contract Effective Date	<ul style="list-style-type: none"> ● Delivery and acceptance of the following Deliverables from Schedule K: <ul style="list-style-type: none"> ○ D-02.01 ○ D-02.04 ○ D-02.09 ○ D-02.15 ○ D-02.17 ○ D-02.18 ○ D-02.23 ○ D-02.26 ○ D-02.29 ○ D-02.32 ○ D-02.37 ○ D-02.42 ○ D-02.47 ○ D-02.52 ○ D-02.57 ○ D-02.62 ○ D-02.67 ○ D-02.70 ○ D-02.75 	\$75,000 One-time	Y	<ul style="list-style-type: none"> ● Commonwealth review and approval

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			<ul style="list-style-type: none"> o D-02.81 • Completion and Acceptance of final CCPM as listed within Schedule L of this contract. This includes but is not limited to: <ul style="list-style-type: none"> o Incident (including Security) o Problem o Change o Order/Request o Billing o Service Level 			
M-6	Network Connectivity	120 calendar days from Contract Effective Date	<ul style="list-style-type: none"> • Completion and Acceptance of the Network Connectivity to the Commonwealth 	\$250,000 One-time	N	<ul style="list-style-type: none"> • Commonwealth review, testing and approval
M-7	Security	180 calendar days from Contract Effective Date	<ul style="list-style-type: none"> • Completion and acceptance of security architecture, solution, policies and procedures which included but is not limited to: <ul style="list-style-type: none"> o Delivery and acceptance of the following Deliverables from Schedule K: <ul style="list-style-type: none"> ▪ D-07.01 ▪ D-07.06 ▪ D-01.03 (Initial Deliverable Approval) ▪ D-09.01 ▪ D-09.02 	\$250,000 One-time	N	<ul style="list-style-type: none"> • Commonwealth review and approval

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			<ul style="list-style-type: none"> ○ Implement security management plan ○ Implement security and firewall plan ○ Policies and procedures are in place for physical security ○ Policies and procedures are in place for data and network security ○ Policies and procedures are in place for personnel security, such as annual background checks ○ Security assessment is conducted to ensure data safety and confidentiality 			
M-8	ITSM System Integration	270 calendar days from Contract Effective Date	<ul style="list-style-type: none"> ● Completion and Acceptance of Integration between Commonwealth's ITSM system and Offeror's ITSM System including but is not limited to: <ul style="list-style-type: none"> ○ Incident connectivity has been tested and incidents created and updated on either side flow back and forth between systems ○ Problem connectivity has been tested and problems created and updated on either side flow back and forth between systems ○ Change requests connectivity has been tested and requests created and updated on either side flow back and forth between systems ○ Configuration items in both system CMDBs are reconciled 	\$100,000 One-time	Y	<ul style="list-style-type: none"> ● Commonwealth review and approval

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			<ul style="list-style-type: none"> ○ Test Invoices have been processed through the ITSM system to the Commonwealth's AP system ○ Reporting from Offeror's ITSM system is available to Commonwealth 			
M-9	Financial Management	180 calendar days from Contract Effective Date	<ul style="list-style-type: none"> ● Completion and acceptance of billing process and form of invoice approved ● Schedule K Deliverable D-02.01 completed ● Process implemented, tested and accepted providing an enterprise bill providing the details required by the Commonwealth 	\$75,000 One-time	Y	<ul style="list-style-type: none"> ● Commonwealth review and approval
M-10	Operational Readiness	240 calendar days from Contract Effective Date	<ul style="list-style-type: none"> ● Completion and acceptance of an Operational Readiness Report indicating Offeror is "Ready" to transition the Commonwealth's Applications and Services to other Datacenters. This report must include but is not limited to the following: <ul style="list-style-type: none"> ○ Delivery and acceptance of the following Deliverables from Schedule K: <ul style="list-style-type: none"> ▪ D-01.01 ▪ D-01.02 ▪ D-01.03 ▪ D-01.04 ▪ D-01.05 ▪ D-01.06 ▪ D-01.07 	\$150,000 One-time	N	<ul style="list-style-type: none"> ● Commonwealth review and approval

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			<ul style="list-style-type: none"> ○ Transition Project Office established and fully staffed ○ Program plan and architecture developed and approved by the Commonwealth ○ Processes and Tools implemented to support the transition change control, schedule, quality, communications, risk and issue management ○ Datacenter environment configured, tested and acceptance 			
[Reserved]						
M-12	DPH Transition Completed (1)	December 31, 2015	<ul style="list-style-type: none"> ● Completion and acceptance of ALL applications transitioned from the DPH to new Datacenters which includes but is not limited to the following for each application: <ul style="list-style-type: none"> ○ High availability, backup and DR are operational for identified systems. ○ CCPM specific details for application are available in KMP. ○ Operations dashboards to report immediately on status and alerts for transitioned applications. ○ Service Level agreements are identified and supporting metrics in place. ○ System operational for scheduling and tracking of ticket-based tasks and incidents. ○ System is available to begin data collection to produce configuration, 	\$2,500,000 per month or partial month for six (6) months	N	<ul style="list-style-type: none"> ● Commonwealth review and approval of work product plus assisting in data gathering, planning, ordering, implementing, testing and accepting the transition of the applications

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			<ul style="list-style-type: none"> monitoring and management status reports. ○ Systems with DR plans have an updated DR plan and test scheduled. ○ Operational support assumed and workloads migrated. ● High-Speed direct link to current DPH location is disconnected. ● Signoff that all Services provided by DPH have been successfully transitioned 			
M-13	DPH Transition Completed (2)	24 months from Contract Effective Date	<ul style="list-style-type: none"> ● Completion and acceptance of ALL applications transitioned from the DPH to new Datacenters which includes but is not limited to: <ul style="list-style-type: none"> ○ High availability, backup and DR are operational for identified systems. ○ CCPM contains specific details for apps transitioned are available in KMP. ○ Operations dashboards are in place to report immediately on status and alerts for transitioned apps. ○ Service Level agreements have been identified and supporting metrics in place. ○ System is operational for scheduling and tracking of ticket-based tasks and incidents. ○ System available to begin data collection in order to produce configuration, monitoring and management status reports. ○ Systems with DR plans have a replacement plan and test scheduled. 	\$5,000,000 per month or partial month	N	<ul style="list-style-type: none"> ● Commonwealth review and approval of work product plus assisting in data gathering, planning, ordering, implementing, testing and accepting the transition of the applications

Milestone Number	Transition Milestone	Milestone Due Date	Acceptance Criteria	Milestone Credit	Earn Back	Dependency on Commonwealth
			<ul style="list-style-type: none"> ○ Operational support has been assumed and workloads migrated. ○ High-Speed direct link to current DPH location is disconnected. ○ Signoff that all Services provided by DPH have been successfully transitioned 			

OA 2018-28

Amendment No. 4

to Contract No. 4400014635

Between

**COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF ADMINISTRATION**

and

UNISYS CORPORATION

for

DATA CENTER COMPUTING SERVICES

THIS AMENDMENT NO. 4 ("Amendment No. 4") to Contract No. **4400014635** is entered into by and between the Commonwealth of Pennsylvania ("Commonwealth"), acting through its Governor's Office of Administration ("OA"), and Unisys Corporation, a Delaware corporation headquartered in Blue Bell, Pennsylvania ("Contractor"), collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, OA issued a Request for Proposals, RFP No. 6100022698, for data center computing services ("Services");

WHEREAS, on December 9, 2013, the contract resulting from the RFP (known as the Pennsylvania Compute Services Contract, hereinafter the "PACS Contract") was awarded to Contractor;

WHEREAS, on June 4, 2014, OA and Contractor entered into the PACS Contract, Contract No. 4400012832, with an Effective Date of June 6, 2014;

WHEREAS, on December 12, 2014, the Parties amended the PACS Contract through Amendment No. 1 to extend the term, revise certain Transition Milestones, and state that the Commonwealth will not pay for services transitioned from the Data Power House Contract (Number ME-981363) for calendar year 2015;

WHEREAS, on November 10, 2015, the Parties amended the PACS Contract through Amendment No. 2 to make adjustments to the invoicing terms as a result of the

Commonwealth's decision to utilize their SAP system and to extend the Due Date for Transition Milestone M-12 (DPH Transition Completed (1)) in Schedule D (Transition Milestones v. 3.0) to December 31, 2015;

WHEREAS, on August 24, 2017, the Parties amended the PACS contract through Amendment No. 3 to revise Schedule D, Transition Milestones, Section 17, KEY POSITIONS/CONTRACTOR PERSONNEL, and SECTION 45, INSURANCE; and

WHEREAS, the Parties now wish to further amend the PACS contract to revise the terms to clarify SSAE specifications and to add Exhibit 7 of IRS Publication 1075.

NOW THEREFORE, the Parties, intending to be legally bound, hereby agree to amend the PACS Contract as follows:

1. The above Recitals are incorporated herein by reference as a material part of the PACS Contract and this Amendment No. 4.
2. Any references to an SSAE 16 audit throughout the PACS Contract and all associated documents are hereby clarified and shall be interpreted to mean the SSAE version in effect at the time of the audit in accordance with Commonwealth Management Directive 325.13 and shall consist of a SOC I Type II report.
3. Exhibit 7 of IRS Publication 1075, attached hereto, is hereby incorporated into the PACS Contract as Schedule P.
4. All other terms and conditions of the PACS Contract not modified by this Amendment No. 4 shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto execute this Amendment No. 4 through their respective duly authorized officials on the dates indicated below.

Witness:

Signature Date

Printed Name

Contract Compliance Manager
Title



7-27-17

Date

John D. Aklane

Printed Name

Client Account Executive
Title

SAP Vendor Number — 000163299


**COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF ADMINISTRATION**



Secretary 8-8-18 Date


APPROVED:

Comptroller

APPROVED AS TO FORM AND LEGALITY:


Office of Chief Counsel 8/6/18 Date *VM*


Office of General Counsel 8.16.18 Date


Office of Attorney General 9/7/18 Date

Schedule P

IRS Publication 1075 - Exhibit 7

Safeguarding Contract Language

Exhibit 7 Safeguarding Contract Language

CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (6) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (8) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any

person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards. Publication 1075 (September 2016)

CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES**I. PERFORMANCE**

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (9) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (10) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431,

7213, and 7213A (see *Exhibit 4, Sanctions for Unauthorized Disclosure*, and *Exhibit 5, Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards

Amendment No. 5

to Contract No. 4400014635

Between

**COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF ADMINISTRATION**

and

UNISYS CORPORATION

for

DATA CENTER COMPUTING SERVICES

THIS AMENDMENT NO. 5 (“Amendment No. 5”) to Contract No. **4400014635** is entered into by and between the Commonwealth of Pennsylvania (“Commonwealth”), acting through its Governor’s Office of Administration (“OA”), and Unisys Corporation, a Delaware corporation headquartered in Blue Bell, Pennsylvania (“Contractor”), collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, OA issued a Request for Proposals, RFP No. 6100022698, for data center computing services (“Services”);

WHEREAS, on December 9, 2013, the contract resulting from the RFP (known as the Pennsylvania Compute Services Contract, hereinafter the “PACS Contract”) was awarded to Contractor;

WHEREAS, on June 4, 2014, OA and Contractor entered into the PACS Contract, Contract No. 4400012832, with an Effective Date of June 6, 2014;

WHEREAS, on December 12, 2014, the Parties amended the PACS Contract through Amendment No. 1 to extend the term, revise certain Transition Milestones, and state that the Commonwealth will not pay for services transitioned from the Data Power House Contract (Number ME-981363) for calendar year 2015;

WHEREAS, on November 10, 2015, the Parties amended the PACS Contract through Amendment No. 2 to make adjustments to the invoicing terms as a result of the

Commonwealth's decision to utilize their SAP system and to extend the Due Date for Transition Milestone M-12 (DPH Transition Completed (1)) in Schedule D (Transition Milestones v. 3.0) to December 31, 2015;

WHEREAS, on August 24, 2017, the Parties amended the PACS contract through Amendment No. 3 to revise Schedule D, Transition Milestones, Section 17, KEY POSITIONS/CONTRACTOR PERSONNEL, and SECTION 45, INSURANCE;

WHEREAS, on September 7, 2018, the Parties amended the PACS contract through Amendment No. 4 to clarify SSAE specifications and to add Exhibit 7 of IRS Publication 1075; and

WHEREAS, the Parties now wish to further amend the PACS contract to extend the contract term.

NOW THEREFORE, the Parties, intending to be legally bound, hereby agree to amend the PACS Contract as follows:

1. The above Recitals are incorporated herein by reference as a material part of the PACS Contract and this Amendment No. 5.
2. Through this Amendment No. 5, OA has exercised its option set forth in Section 1(b) of the PACS Contract to renew the PACS Contract for two (2) years and to change the expiration date to June 6, 2024 ("the Expiration Date"). Per Section 1(b) of the PACS Contract, there are no remaining optional renewal years.
3. Any references to an SSAE 16 audit throughout the PACS Contract and all associated documents are hereby clarified and shall be interpreted to mean the SSAE version in effect at the time of the audit in accordance with Commonwealth Management Directive 325.13 and shall consist of SOC I Type II and SOC II Type II reports. If any incremental costs are associated with the SOC II Type II report, the parties may enter into a Change Order to address such costs in accordance with the PACS Contract, as amended, including Sections 27 (Change Control) and 50 (Policies and Procedures).
4. All other terms and conditions of the PACS Contract not modified by this Amendment No. 5 shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto execute this Amendment No. 5 through their respective duly authorized officials on the dates indicated below.

Witness:

UNISYS CORPORATION


Signature 12/06/19
Date

Rita S. Spicher
Printed Name
Contract Compliance Manager
Title


Signature 12/06/19
Date

John D. Alwine
Printed Name
Client Account Executive
Title

SAP Vendor Number – 000163299


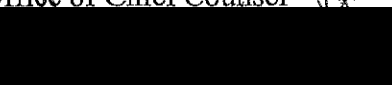

**COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF ADMINISTRATION**


Secretary 12/9/2019

APPROVED:

Comptroller 12/18/19

APPROVED AS TO FORM AND LEGALITY:


Office of Chief Counsel 12/6/19

Office of General Counsel 12/10/19

Office of Attorney General 12/13/19

Amendment No. 5

to Contract No. 4400014635

Between

**COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF ADMINISTRATION**

and

UNISYS CORPORATION

for

DATA CENTER COMPUTING SERVICES

THIS AMENDMENT NO. 5 (“Amendment No. 5”) to Contract No. **4400014635** is entered into by and between the Commonwealth of Pennsylvania (“Commonwealth”), acting through its Governor’s Office of Administration (“OA”), and Unisys Corporation, a Delaware corporation headquartered in Blue Bell, Pennsylvania (“Contractor”), collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, OA issued a Request for Proposals, RFP No. 6100022698, for data center computing services (“Services”);

WHEREAS, on December 9, 2013, the contract resulting from the RFP (known as the Pennsylvania Compute Services Contract, hereinafter the “PACS Contract”) was awarded to Contractor;

WHEREAS, on June 4, 2014, OA and Contractor entered into the PACS Contract, Contract No. 4400012832, with an Effective Date of June 6, 2014;

WHEREAS, on December 12, 2014, the Parties amended the PACS Contract through Amendment No. 1 to extend the term, revise certain Transition Milestones, and state that the Commonwealth will not pay for services transitioned from the Data Power House Contract (Number ME-981363) for calendar year 2015;

WHEREAS, on November 10, 2015, the Parties amended the PACS Contract through Amendment No. 2 to make adjustments to the invoicing terms as a result of the

Commonwealth's decision to utilize their SAP system and to extend the Due Date for Transition Milestone M-12 (DPH Transition Completed (1)) in Schedule D (Transition Milestones v. 3.0) to December 31, 2015;

WHEREAS, on August 24, 2017, the Parties amended the PACS contract through Amendment No. 3 to revise Schedule D, Transition Milestones, Section 17, KEY POSITIONS/CONTRACTOR PERSONNEL, and SECTION 45, INSURANCE;

WHEREAS, on September 7, 2018, the Parties amended the PACS contract through Amendment No. 4 to clarify SSAE specifications and to add Exhibit 7 of IRS Publication 1075; and

WHEREAS, the Parties now wish to further amend the PACS contract to extend the contract term.

NOW THEREFORE, the Parties, intending to be legally bound, hereby agree to amend the PACS Contract as follows:

1. The above Recitals are incorporated herein by reference as a material part of the PACS Contract and this Amendment No. 5.
2. Through this Amendment No. 5, OA has exercised its option set forth in Section 1(b) of the PACS Contract to renew the PACS Contract for two (2) years and to change the expiration date to June 6, 2024 ("the Expiration Date"). Per Section 1(b) of the PACS Contract, there are no remaining optional renewal years.
3. Any references to an SSAE 16 audit throughout the PACS Contract and all associated documents are hereby clarified and shall be interpreted to mean the SSAE version in effect at the time of the audit in accordance with Commonwealth Management Directive 325.13 and shall consist of SOC I Type II and SOC II Type II reports. If any incremental costs are associated with the SOC II Type II report, the parties may enter into a Change Order to address such costs in accordance with the PACS Contract, as amended, including Sections 27 (Change Control) and 50 (Policies and Procedures).
4. All other terms and conditions of the PACS Contract not modified by this Amendment No. 5 shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto execute this Amendment No. 5 through their respective duly authorized officials on the dates indicated below.

Witness:

UNISYS CORPORATION

 12/06/19
Signature Date

 12/06/19
Signature Date

Rita S. Spicher
Printed Name

John D. Alwine
Printed Name

Contract Compliance Manager
Title

Client Account Executive
Title

SAP Vendor Number – 000163299


**COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF ADMINISTRATION**


 12/9/2019
Secretary


APPROVED:

 12/18/19
Comptroller

APPROVED AS TO FORM AND LEGALITY:

 12/6/19
Office of Chief Counsel

 12/10/19
Office of General Counsel

 12/13/19
Office of Attorney General

Amendment No. 6

to Contract No. 4400014635

Between

**COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF ADMINISTRATION**

and

UNISYS CORPORATION

for

DATA CENTER COMPUTING SERVICES

THIS AMENDMENT (“Amendment No. 6”) to Contract No. **4400014635** is entered into by and between the Commonwealth of Pennsylvania (“Commonwealth”), acting through its Governor’s Office of Administration (“OA”), and Unisys Corporation, a Delaware corporation headquartered in Blue Bell, Pennsylvania (“Contractor”), collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, OA issued a Request for Proposals, RFP No. 6100022698, for data center computing services (“Services”);

WHEREAS, on December 9, 2013, the contract resulting from the RFP (known as the Pennsylvania Compute Services Contract, hereinafter the “PACS Contract”) was awarded to Contractor;

WHEREAS, on June 4, 2014, OA and Contractor entered into the PACS Contract, Contract No. 4400012832, with an Effective Date of June 6, 2014;

WHEREAS, on December 12, 2014, the Parties amended the PACS Contract through Amendment No. 1 to extend the term, revise certain Transition Milestones, and state that the Commonwealth will not pay for services transitioned from the Data Power House Contract (Number ME-981363) for calendar year 2015;

WHEREAS, on November 10, 2015, the Parties amended the PACS Contract through Amendment No. 2 to make adjustments to the invoicing terms as a result of the Commonwealth’s decision to utilize their SAP system and to extend the Due Date for Transition Milestone M-12 (DPH Transition Completed (1)) in *Schedule D* (Transition Milestones v. 3.0) to December 31, 2015;

WHEREAS, on August 24, 2017, the Parties amended the PACS Contract through Amendment No. 3 to revise *Schedule D*, Transition Milestones, Section 17, KEY POSITIONS/CONTRACTOR PERSONNEL, and SECTION 45, INSURANCE;

WHEREAS, on September 7, 2018, the Parties amended the PACS Contract through Amendment No. 4 to clarify SSAE specifications and to add Exhibit 7 of IRS Publication 1075; and

WHEREAS, on December 18, 2019, the Parties amended the PACS Contract through Amendment No. 5 to extend the term to June 6, 2024; and

WHEREAS, the Parties now wish to amend the PACS Contract to further extend the term of the PACS Contract and modify the terms as provided below.

NOW THEREFORE, the Parties, intending to be legally bound, hereby agree to amend the PACS Contract as follows:

1. The above Recitals are incorporated herein by reference as a material part of the PACS Contract and this Amendment No. 6.
2. Through this Amendment No. 6, the Parties agree to extend the PACS Contract from June 6, 2024 until June 30, 2026. Any further extensions of the PACS Contract will be established through a contract amendment.
3. Unless stated otherwise in this Amendment or a mutually agreed upon Change Order, pricing will be extended for Contract Years 11 and 12 through June 30, 2026. The attached *Schedule C.1 Impact* and service delivery details as defined per the attached *Schedule C.2 Impact* will be finalized via the established Change Control Procedures. The original scope of the PACS Contract per *Schedule F, Statement of Work*, will be modified to include the addition of a separate PACS Program Services Base Fee which will begin on July 1, 2024, and will be effective through the remaining term of the PACS Contract.
4. OA agrees to committed baseline mainframe MIPS and Services for the following mainframe items, with pricing per attached *Schedule C.1 Impact* through June 30, 2026 and service delivery details as defined in *Schedule C.2 Impact* via the established Change Control Procedures:
 - A. IBM Mainframe
 - 1,100 MIPS through June 30, 2026
 - If the current on-premise solution is migrated to a cloud based service (zCloud), the committed baseline mainframe MIPS will continue to apply.
 - Any newly created RU's for zCloud will need to go through the standard Change Control Procedures and added to *Schedule C*.
 - If the Commonwealth migrates to the zCloud option, the zCloud infrastructure services for managing the Batch Job Scheduling and Data Bases will be transferable to the Commonwealth and/or a designated party of the Commonwealth upon expiration of the Agreement at then current zCloud vendor terms and price.

- IBM licensed/OEM software included in any infrastructure RUs and any IBM Third Party Software are subject to a rolling review and price adjustment which will need to go through the standard Change Control Procedures.

B. Clearpath Mainframe

- 3,100 MIPS through June 30, 2024
- 1,860 MIPS through June 30, 2025
- 310 MIPS through June 30, 2026
- If the current on-premise solution is migrated to a cloud based service (Azure Clearpath), the committed baseline will be mutually agreed upon as applicable through the standard Change Control Procedures at the time the cloud solution is added to the PACS Service Catalog.
- Any newly created RU's for Azure Clearpath will need to go through the standard Change Control Procedures and added to *Schedule C*.
- If the Commonwealth migrates to the Azure Clearpath option, that managed cloud service will be transferable to the Commonwealth and/or Commonwealth designated entity upon expiration of the Agreement at then current Contractor terms and price. Details will be addressed through the Change Control Procedures as part of the cloud based service development.

C. Fully Managed Storage services provided for all mainframe services are unique to the Unisys customized private hybrid-cloud environment consisting of highly integrated components with technical interdependencies to the fully managed services operations negating any client provided mainframe storage services. Incremental increase RU's are currently in the PACS Service Catalog. Per the PACS Contract, *Schedule F Statement of Work*, 3.1.3.3 Datacenter Architecture and Technology and 3.2.2.3 Capacity Management, Unisys constantly monitors storage capacity to plan for and meet all capacity needs in a timely manner.

5. OA and Contractor will evaluate on a semi-annual basis the feasibility of assuming the procurement, management, and renewal process of any Third-Party Software except for Third-Party Software that is designated in Schedules C.1 or C.2 as a fixed period price. All software products must be priced in monthly or annual license terms and not to exceed a 12-month period unless otherwise agreed to by the Commonwealth. Resulting transactions will be addressed in accordance with the Change Control Procedures.
6. OA agrees to include in the scope of *Schedule F*, the following managed services. Any solution/pricing additions to the *Schedule C.1 Service Catalog* and resulting orders will be subject to established Change Control Procedures.

A. Managed Application Monitoring and Performance as a Service

B. Identity and Access Management as a Service

C. Managed IT Security Services, such as Ransomware Solutions, Network and Security Operations Services (NOC/SOC) for the Enterprise and/or Delivery Center(s), including services such as penetration testing, Secure Digital Workplace and Governance, ZeroTrust Managed Solutions

- D. Cloud Management services including Cloud Access Services Broker (CASB) services to and from any location
 - E. Managed Services for all Commonwealth data center workloads independent of location (Cloud, Hybrid Cloud, XaaS)
 - F. Mainframe Physical Relocation Services
 - G. IT Service Management Transition Services
7. All other terms and conditions of the PACS Contract not modified by this Amendment No. 6 shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto execute this Amendment No. 6 through their respective duly authorized officials on the dates indicated below.

Witness:

UNISYS CORPORATION

Rita S. Spicher 09/29/23
Signature Date

Rita S. Spicher
Printed Name

Contract Compliance Manager
Title

John D. Alwine 09/29/23
Signature Date

John D. Alwine
Printed Name

Regional Client Director
Title

SAP Vendor Number – 000163299

**COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF ADMINISTRATION**

[See Section 1 of PACS Contract]
Secretary

APPROVED:

[See Section 1 of PACS Contract]
Comptroller

APPROVED AS TO FORM AND LEGALITY:

[See Section 1 of PACS Contract]
Office of Chief Counsel

[See Section 1 of PACS Contract]
Office of General Counsel

[See Section 1 of PACS Contract]
Office of Attorney General