

**Amendment No. 4
to Contract No. ME-981363
Outsourcing Agreement
between
The Commonwealth of Pennsylvania
and
Unisys Corporation**

This Amendment No. 4 (“Amendment No. 4”) is entered into by and between the Commonwealth of Pennsylvania (“Commonwealth”), acting through its Governor’s Office of Administration, and Unisys Corporation, a Delaware corporation headquartered in Blue Bell, Pennsylvania (“Vendor”), collectively referred to as the “Parties”.

WHEREAS, Commonwealth and Vendor entered into Contract No. ME-981363 dated August 19, 1999, whereby Vendor agreed to provide data center mainframe and mid-range computer operations, support and related services (“Services); and

WHEREAS, Contract No. ME-981363 was amended by Amendment No. 1 and Amendment No. 2, and amended and restated by Amendment No. 3, dated June 12, 2008 (collectively referred to hereafter as the “DPH Contract”); and

WHEREAS, the DPH Contract is to expire at the end of December 31, 2014; and

WHEREAS, Article 30 of the DPH Contract requires Vendor to provide Termination Assistance Services, including continued provision of the Services, for up to 365 days following December 31, 2014; and

WHEREAS, the DPH Contract does not include a fixed price for Termination Assistance Services for the 365 day period following December 31, 2014; and

WHEREAS, Commonwealth and Vendor desire to extend the DPH Contract for one (1) year at a fixed price for Vendor to provide Termination Assistance Services by continuing the Services while the Commonwealth transitions to the new Pennsylvania Compute Services Contract, #4400012832 (“PACS Contract”); and

WHEREAS, Vendor has provided the Commonwealth a fixed price for the Services for calendar year 2015; and

WHEREAS, Vendor 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, with the intent to be legally bound, hereby agree to amend the DPH Contract as follows:

1. The recitals set forth above are incorporated by reference as a material part of this DPH Contract.
2. Article 2 (OUTSOURCE TERM) of the DPH Contract is hereby amended to extend the term by one (1) year so that the DPH Contract shall continue until December 31, 2015.
3. The following documents are attached hereto and made a material part of the DPH Contract as though fully set forth herein. To the extent Attachment 1 or Attachment 2 hereto conflicts with the terms of the DPH Contract, the terms of Attachment 1 or Attachment 2 shall take precedence.
 - Attachment 1: Commonwealth of Pennsylvania Data Power House (DPH) – Extension of Managed Services proposal, dated November 18, 2014.
 - Attachment 2: DPH 2015 Payment Schedule (Tab 1: Monthly Charges by Agency; Tab 2: Annual Charge by Agency).
4. Vendor shall provide the Services to the Commonwealth during calendar year 2015 according to Article 3 (SERVICES) of the DPH Contract, as modified by Attachment 1.
5. The Commonwealth shall compensate Vendor during calendar year 2015 according to Article 22 (PAYMENT SCHEDULE AND INVOICES) of the DPH Contract at the rates set forth in Attachment 2. The Parties may revise the rates set forth in Attachment 2 in accordance with Article 13 (CHANGE CONTROL). Any Time and Materials Services will be billed in addition to the rates set forth in Attachment 2.
6. This Amendment No. 4 to the DPH Contract is contingent on the full execution of Amendment No. 1 of the PACS Contract. This Amendment No. 4 shall not become effective until Amendment No. 1 of the PACS Contract has been fully executed by the Parties.
7. All other terms and conditions of the DPH Contract not modified by this Amendment No. 4 shall remain in full force and effect.

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

Witness:

[Redacted] 11/18/14
Date

UNISYS CORPORATION

[Redacted] 11-18-14
Date

Ann M. Orner
Printed Name

Reed Laughlin
Printed Name

Director, Client Management
Title

Vice President
Title

SAP Vendor Number - 000163299

COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF ADMINISTRATION

[Redacted] 11/20/2014
Date
Kelly Powell Zogan
Secretary

APPROVED:

[Redacted] 12/15/14
Date
Comptroller

APPROVED AS TO FORM AND LEGALITY:

[Redacted] 11/20/14
Date
Office of Chief Counsel

[Redacted] 10/24/14
Date

[Redacted] 12/8/14
Date
Office of Attorney General

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OFFICE OF ADMINISTRATIVE SERVICES

**Commonwealth of Pennsylvania
Data Power House (DPH)**

Extension of Managed Services

November 18, 2014

DPH Extension Executive Overview

Unisys is pleased to present the Commonwealth of Pennsylvania (CoPA) Office of Administration (OA) with a proposal to provide the extension of Amendment No. 3 to Contract No. ME-981363 Outsourcing Agreement (Agreement) for the Data PowerHouse (DPH) Managed Services from January 1, 2015 through December 31, 2015.

Commonwealth Requirements

Provide an Extension of DPH services for one year for all current scope. The extension of the services will be provided under the current legal terms and conditions.

Unisys Solution

Unisys is providing the Commonwealth with the requested extension proposal under the extension assumptions listed below.

Ann Orner will serve as your point of contact for any questions regarding this proposal, and subsequently for coordination of the Change Order/Amendment processes associated with this extension.

DPH Extension Assumptions

This document contains key assumptions regarding the Unisys approach for the extension of DPH services beyond the current contract expiration date of December 31, 2014. Any changes to these assumptions may impact the projected cost.

General Assumptions

- The extension will be on a fixed-priced basis with no individual agency termination.
- Contract extension start date is January 1, 2015.
- Contract term to extend no later than December 31, 2015.
- Any change to scope made via executed Change Orders after November 18, 2014, will impact the actual extended term price accordingly and will be added via a subsequent change order.
- The proposed infrastructure is based on capacity as of November 18, 2014.
- SSAE16 Audit will be conducted in 2015.

- No investment will be made to the capital improvement fund during the extension period as further defined below.
- All Time and Materials will be billed at current rates for actual hours worked during the extension period, in addition to the DPH Extension Pricing on page 6 of this document.

Scope

- Full scope of the Agreement and all change orders/additional services addenda will remain in force except as noted in this document.
- Projected cost is based on the continued participation of the agencies listed on Exhibit 1.00 – Commonwealth Agencies of the Agreement as of November 18, 2014.

Facility Lease

- Rental agreements for current Unisys facilities can be extended at then current rates for only 1 year.
- Occupancy agreement for the Willow Oak facility remains in force as is, with the exception of contributions to the Capital Replacement Fund as noted below.

Capital Replacement Fund

- No further upgrades or equipment refreshes to the Willow Oak facility infrastructure will be implemented during 2015 unless funds are available in the Capital Replacement Fund and the expenditure is agreed upon by all parties in accordance with the established Capital Replacement Fund approval process.
- The Capital Replacement Fund will not be funded during the year 2015.

Hardware

- Unisys will continue to acquire and have financial responsibility for all hardware/software components for which it is responsible as of November 18, 2014, and the maintenance required to support the proposed extension.
- CoPA will extend all applicable licenses as required.
- CoPA will continue to provide hardware and software maintenance agreements for the existing Commonwealth owned assets during the extension period.

- No upgrades or enhancements to any DPH/Unisys managed infrastructure will be made during this extension period.
- CoPA will continue to provide licenses and software maintenance on VMware and McAfee software deployed in the DPH at no cost to Unisys.

Technology Refresh

- Technology refreshes are currently not within the scope of the existing agreement and therefore will only be done at the request of the Commonwealth via the standard DPH Change Control Procedures. As a result, no technology refresh has been included regardless of End of Service Life (EOSL) status. EOSL is defined as “standard maintenance and technical support is no longer available from the product vendor.”
- Any systems or components requiring refresh during this extension period will be done via the Change Control Procedures.
- The annual capacity planning process will not be conducted in 2015. Future capacity upgrades or technology refresh will continue to be subject to the Change Control Procedures.

Service Level Agreements

- Current levels of physical/logical system availability will be maintained as long as systems are able to be supported by hardware and software maintenance contracts.
- Current Service Level Agreements remain in force for the duration of the extension with the exception of EOSL equipment.
- For any hardware/software that has reached end of service life and the Commonwealth does not want to refresh that equipment under this agreement, best effort maintenance will be applied and Service Level Agreements will be waived.

T&M Staffing

- Current ASA billing rates remain in force during the extension period.
- Staffing numbers and billing rates are based on Exhibit 21.03 staffing levels as of Change Order 1408-1337-CTC, effective 08/21/14.

- Credit provided via Change Order 1210-1210-CTC, effective 11/01/12, is not extended through the extension period.
- As stated in the General Assumptions, all Time and Materials will be billed at current rates for actual hours worked during the extension period, in addition to the DPH Extension Pricing on page 6 of this document.

Other Services

- For those agencies that currently have Disaster Recovery services, those DR services and testing will continue as contracted unless directed otherwise by the Commonwealth and are included in the price on page 6.
- Unisys Monitoring Services provided to EDC per Change Order 1203-1166-CTC, effective 03/30/12, will not be extended.
- The scope of service includes Unisys Managed Security Services provided to DPW per Change Order 1112-1146-DPW, effective 12/23/11, and is included in the price on page 6.

DPH Extension Pricing

One (1) full year extension of services, with no option for early termination.

Monthly service payments are structured under the assumption that CoPA will leverage services for the entire year without the ability for early termination with one (1) exception. Unisys will process a change order under the extended agreement to reduce capacity of the Pennsylvania Game Commission's Unisys mainframe platform during 2015. The table below provides fees associated with this option.

Contract Month	Monthly Service Fee
January 2015	\$7,651,376
February 2015	\$7,651,376
March 2015	\$7,651,376
April 2015	\$7,651,376
May 2015	\$7,651,376
June 2015	\$7,651,376
July 2015	\$7,651,376
August 2015	\$7,651,376
September 2015	\$7,651,376
October 2015	\$7,651,376
November 2015	\$7,651,376
December 2015	\$7,651,376
Total 2015	\$ 91,816,512

DPH 2015 Payment Schedule

Jan 2015 - Dec 2015

Agency

Aging	\$132,132.00
BIO	\$55,548.00
BIO-DPH	\$0.00
CSC	\$176,520.00
DEP	\$201,300.00
DOC	\$2,366,580.00
DOH	\$418,644.00
DOI	\$681,600.00
DOR	\$9,159,168.00
DOS	\$1,954,440.00
DOT	\$16,180,176.00
DPW-DHS	\$41,867,784.00
Game	\$306,480.00
IES	\$3,818,568.00
L&I UC	\$1,850,004.00
L&I BOIS	\$211,416.00
LCB	\$4,068,288.00
PSERS	\$1,959,132.00
PSP	\$5,670,048.00
PUC	\$738,684.00
Total	\$91,816,512.00