

AGREEMENT FOR THE LEASE OF HARDWARE,  
LICENSE OF SOFTWARE AND PROVISION OF SERVICES

460001743  
2012-0824

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

1. PARTIES

THIS AGREEMENT FOR THE LEASE OF HARDWARE, LICENSE OF SOFTWARE AND PROVISION OF SERVICES ("Agreement") is made on the Countersignature Date between the CITY OF HOUSTON, TEXAS ("City" or "Client"), a Texas home-rule city, and UNISYS CORPORATION ("Contractor" or "Unisys"), a corporation authorized to do business in Texas. Individually as "Party", together as "Parties."

1.1. ADDRESSES OF THE PARTIES

The initial addresses of the Parties, which one Party may change by giving written notice to the other Party, are as follows:

City

City of Houston  
City Purchasing Agent  
P.O. Box 1562  
Houston, Texas 77251

Contractor

Unisys Corporation  
445 Capri Blvd.  
Treasure Island, Florida 33706

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## **EXHIBITS**

- EXHIBIT A – Terms and Conditions for Leased Equipment, Leased Equipment Software and Leased Equipment Documentation**
- EXHIBIT A-1 – Leased Equipment**
- EXHIBIT B – Scope of Services**
- EXHIBIT B-1 – Change Request From**
- EXHIBIT B -2 - Certification of Completion**
- EXHIBIT C - Equal Opportunity Ordinance**
- EXHIBIT D - Drug Policy Compliant**
- EXHIBIT E - Drug Policy Declaration**
- EXHIBIT F - Certification of No Impact Position**
- EXHIBIT G - Pay or Play Program**

### **1.3. PARTS INCORPORATED**

The above described exhibits are incorporated into this Agreement.

### **1.4. CONTROLLING PARTS**

If a conflict among the sections and exhibits arises, the sections control over the exhibits.

**1.5. SIGNATURES**

The Parties have executed this Agreement in multiple copies, each of which is an original, as of the Countersignature Date.

**UNISYS:  
UNISYS CORPORATION**

By: [Signature]  
Name: Carolyne Bruce  
Title: VP/GINTCIS NA

**ATTEST/SEAL:**

By: [Signature]  
Corporate Secretary ASSISTANT SECRETARY  
Tax Identification 38-0387840

**CITY:  
THE CITY OF HOUSTON, TEXAS**

By: [Signature]  
Mayor Madeline P. Rapp

**ATTEST/SEAL:**

By: [Signature]  
City Secretary

**APPROVED:**

[Signature]  
Chief of Police, Houston Police Department  
*SP*

**APPROVED AS TO FORM:**

[Signature]  
Assistant City Attorney  
L.D. File No. 0621200291001

**COUNTERSIGNED**

[Signature]  
City Controller [Signature]

**DATE COUNTERSIGNED**

9-26-12

## 2. DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

- 2.1.** “**Acceptance**” is defined in Section 4.8 of this Agreement.
- 2.2.** “**Agreement**” means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.
- 2.3.** “**City**” is defined in the preamble of this Agreement and includes its successors and assigns.
- 2.4.** “**Contractor**” is defined in the preamble of this Agreement and includes its successors and assigns.
- 2.5.** “**Countersignature Date**” means the date shown as the date countersigned by the City’s Controller on the signature page of this Agreement.
- 2.6.** “**Deliverables**” means the deliverables listed and described in Exhibit B, Scope of Services.
- 2.7.** “**Director**” means the Chief of Police of the Houston Police Department, or the person he or she designates.
- 2.8.** “**Documents**” mean manuals, plans, computations, reports, underlying data, charts, analyses, models, that Contractor prepares or provides under this Agreement.
- 2.9.** “**Include**” and “**including**”, and words or similar import, shall be deemed to be followed by the words “without limitation”.
- 2.10.** “**Leased Equipment**” is defined in Exhibit A.
- 2.11.** “**Leased Equipment Software**” is defined in Exhibit A.
- 2.12.** “**Leased System**” is defined in Section 3.1.1.
- 2.13.** “**Notice to Proceed**” means a written communication from the Director to Contractor instructing Contractor to begin performance.

### **3. DUTIES OF CONTRACTOR**

#### **3.1. SCOPE OF SERVICES – LEASED HARDWARE, SOFTWARE & SERVICES**

**3.1.1.** Contractor hereby leases to the City the Leased Equipment and the Leased Equipment Software set out in Exhibit A-1 (together, the "Leased System"). Contractor shall provide all support, Documentation and training services set out in the Scope of Services, attached hereto as Exhibit B.

**3.1.2.** Contractor leases the Leased System to the City on the terms set out in Exhibit A-1, attached and incorporated herein, unless any of the terms in Exhibit A-1 conflict with the body of this Agreement, in which case the body of the Agreement shall prevail.

#### **3.2. MAINTENANCE SERVICES**

**3.2.1.** Contractor will, with respect to covered equipment and software, use commercially reasonable efforts to:

**3.2.1.1.** diagnose and repair equipment that does not work according to the manufacturer's specification because of normal wear and tear, provided the equipment is in good working order at the start of the Contractor services, properly configured at the minimum hardware and software levels designated by Contractor, and City complies with the manufacturer's instructions for the proper use, care, supplies, and environment for the equipment.

**3.2.1.2.** diagnose and provide to City workarounds or corrections for (i) material defects in the currently-supported version(s) of Contractor proprietary Software that prevent City's use of this Software in a production environment; and (ii) non Contractor Software where the manufacturer makes such support available to Contractor for City's benefit under a valid license.

**3.2.2.** Contractor shall provide Support Services to the City for the Term and in accordance with Exhibit B-3 (the "Support Services Addendum"). At least 90 days prior to the end of the Term, Contractor shall notify City that such period is about to expire and shall specify the terms on which it is offering to provide Support Services beyond such period. City shall have 60 days to respond to Contractor's offer and, if City would like to receive Support Services for some additional period, the parties shall negotiate in good faith the reasonable terms for such additional period.

#### **3.3. COORDINATE PERFORMANCE**

Contractor shall coordinate its performance with the Director. Contractor shall promptly inform the Director of all significant events relating to the performance of this Agreement.

#### **3.4. SCHEDULE OF PERFORMANCE**

**3.4.1.** The Director shall provide Contractor a written Notice to Proceed specifying a date to begin performance ("Start Date").

**3.4.2.** Contractor shall begin its performance no later than the Start Date. Contractor shall complete installation of the Leased System for testing and Acceptance, within 30 days

from the date the Director issues Contractor the Notice to Proceed unless the Director extends the time for completion in writing. Contractor acknowledges that time is of the essence.

### **3.5. PAYMENT OF SUBCONTRACTORS**

Contractor shall make timely payments to all persons and entities supplying labor, materials, or equipment for the performance of this Agreement. **CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS.** Contractor shall submit disputes relating to payment of MWBE subcontractors to arbitration in the same manner as any other disputes under the MWBE subcontract.

### **3.6. INDEMNIFICATION**

**CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL THIRD PARTY CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY (INCLUDING DEATH) TO PERSONS OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT THAT THE INJURY TO PERSONS OR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY ARISES OUT OF OR IN CONNECTION WITH CONTRACTOR'S NEGLIGENCE OR OTHER ACTIONABLE PERFORMANCE OR OMISSION IN THE PERFORMANCE OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT. THE FOREGOING INDEMNITY SHALL APPLY EXCEPT IF SUCH INJURY, DEATH OR DAMAGE IS CAUSED DIRECTLY BY THE NEGLIGENCE OR OTHER FAULT OF THE CITY.**

### **3.7. LIMITATION OF LIABILITY**

Unless further limited elsewhere in this Agreement, the entire liability of Contractor and City's exclusive remedy for damages from any cause related to or arising out of this Contract regardless of the form of action, whether in contract or in tort, shall be the fees paid to Contractor during the 24 month period immediately prior to City's notice pursuant to Section 6.7 for the products or services which are the subject matter of or directly related to the causes of action asserted. This section does not apply to claims covered by the indemnity section.

In no event will Contractor be liable for (i) any incidental, indirect, special or consequential damages, including, but not limited to loss of use, revenues, profits or savings even if Contractor knew or should have known of the possibility of such damages. In addition, Contractor shall not be liable for any damages resulting from loss of use, loss of data from any cause, however to the extent Contractor is the direct cause of loss of data, Contractor shall restore such data from the City's backup system at no additional cost to the City.

### **3.8. INDEMNIFICATION – PATENT, COPYRIGHT, TRADEMARK AND TRADE SECRET INFRINGEMENT**

**3.8.1. CONTRACTOR AGREES TO AND SHALL RELEASE AND DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS,**

AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY BY ANY PARTY, INCLUDING CONTRACTOR, ALLEGING THAT THE CITY'S USE OF ANY CONTRACTOR PROVIDED EQUIPMENT OR SOFTWARE CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET PROVIDED CITY (I) GIVES CONTRACTOR PROMPT WRITTEN NOTICE OF SUCH CLAIMS (II) PERMITS CONTRACTOR TO DEFEND OR SETTLE THE CLAIMS AND (III) PROVIDES ALL REASONABLE ASSISTANCE TO CONTRACTOR IN DEFENDING OR SETTLING THE CLAIMS.

3.8.2. WITHIN A REASONABLE AMOUNT OF TIMEAFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT AND/OR , SOFTWARE, WHICH IS THE SUBJECT OF A CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OR, (2) REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT AND/OR SOFTWARE AND CONTRACTOR WILL GRANT A FULL REFUND IN THE AMOUNT OF THE YEARLY PAYMENT MADE FOR THE YEAR IN WHICH THE CLAIM AROSE.

3.8.3. CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT PRIOR NOTICE TO THE CITY.

3.8.4. Contractor will not defend or indemnify City if any claim of infringement or misappropriation (i) results from City's design or alteration of a service or product provided by Contractor, (ii) results from use of any service or Contractor provided product in combination with any non-Contractor provided products or (iii) solely relates to a product or service that is not a service or product that Contractor provides or has provided to the City under this Contractor.

This section states the entire liability of Contractor and City's sole and exclusive remedies for patent or copyright infringement and trade secret misappropriation concerning any services or products obtained by the City under this Agreement.

### 3.9. INDEMNIFICATION PROCEDURES

3.9.1. Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 30 days. The notice must include the following:

- 3.9.1.1. a description of the indemnification event in reasonable detail,
- 3.9.1.2. the basis on which indemnification may be due, and
- 3.9.1.3.
- 3.9.1.4. the anticipated amount of the indemnified loss.

#### 3.9.2. Defense of Claims

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**3.9.2.1. Assumption of Defense.** Contractor will assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

**3.9.2.2. Continued Participation.** If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it, (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

**3.10. INSURANCE**

**3.10.1.** Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Worker's Compensation must name the City as an additional insured but only to the extent of the liabilities assumed in the indemnity provision of the Agreement. (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverages in the following amounts:

- 1. Commercial General Liability insurance including Contractual Liability insurance:  
\$500,000 per occurrence; \$1,000,000 aggregate
- 2. Worker's Compensation including Broad Form All States endorsement:  
Statutory amount
- 3. Automobile Liability insurance  
\$1,000,000 combined single limit

Aggregate Limits are per 12-month policy period  
unless otherwise indicated.

All worker's compensation insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City. Contractor shall give 30 days written notice to the City before insurance policies are canceled, materially changed, or nonrenewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or nonrenewed so as to maintain in effect the required coverage.

### **3.11. LICENSE GRANT**

**3.11.1.** Contractor either licenses software directly or distributes software that is licensed by a third party. In either case, City does not obtain ownership of the software. If Contractor distributes any of the Leased Equipment Software pursuant to a separate license agreement between City and a third party, City agrees that for any such third party software (a) the terms of such separate license agreement (including its warranties, restrictions and remedies, if any) shall apply to that software, and (b) in the case of software licensed under an open source license agreement, nothing in this Agreement shall be read to add additional conditions or restrictions, or affect any rights and/or obligations City may have, pursuant to any such open source license; otherwise, the following license terms will apply:

CONTRACTOR LICENSES EACH COPY OF THE LEASED EQUIPMENT SOFTWARE AND DOCUMENTATION PROVIDED HEREUNDER TO CITY ON A PERSONAL, PERPETUAL, NON-EXCLUSIVE AND NON-TRANSFERABLE BASIS FOR CITY'S INTERNAL USE IN THE UNITED STATES BUT NOT AS A SERVICE BUREAU, NOR FOR OUTSOURCING, NOR FOR FACILITIES MANAGEMENT. CONTRACTOR LICENSES THE LEASED EQUIPMENT SOFTWARE SOLELY FOR CITY'S USE ON A SINGLE MACHINE UNLESS THE ORDERED CONTRACTOR LICENSE PLAN PROVIDES OTHERWISE. CITY MAY USE THE LEASED EQUIPMENT SOFTWARE TEMPORARILY ON A BACKUP MACHINE PROVIDED THE LEASED EQUIPMENT SOFTWARE IS USED ON ONLY ONE (1) MACHINE AT A TIME AND CITY REMOVES THE LEASED EQUIPMENT SOFTWARE FROM THE BACKUP MACHINE PROMPTLY AFTER EACH TEMPORARY USE.

CITY WILL NOT COPY LEASED EQUIPMENT SOFTWARE OR DOCUMENTATION EXCEPT FOR ONE (1) ARCHIVAL COPY OF THE LEASED EQUIPMENT SOFTWARE, WHICH MUST BEAR ALL THE LEGENDS AND NOTICES OF THE ORIGINAL ITEM. NO LICENSE IS GRANTED TO CITY TO USE ANY CONTRACTOR PROPRIETARY SOFTWARE TO ASSESS, TEST, OR DEVELOP ANY HARDWARE PRODUCTS OR DEVICE HANDLER SOFTWARE, OPERATING SYSTEM SOFTWARE OR HARDWARE DIAGNOSTIC SOFTWARE THAT WILL BE MARKETED BY CITY OR OTHERS FOR COMPENSATION. CITY MAY DEVELOP OTHER SOFTWARE PROGRAMS AND MAY TEST FULLY-DEVELOPED, COMMERCIALY-AVAILABLE THIRD PARTY HARDWARE PRODUCTS OR SOFTWARE PROGRAMS WHERE SUCH TESTING IS SOLELY INTENDED FOR CITY'S INTERNAL EVALUATION OF THE FITNESS OF SUCH PRODUCT OR PROGRAM FOR CITY'S OWN INTERNAL DATA PROCESSING PURPOSES. CITY WILL NOT DECOMPILE, REVERSE ENGINEER OR DISASSEMBLE LEASED EQUIPMENT SOFTWARE, EXCEPT AS PERMITTED BY LAW. UPON REASONABLE NOTICE TO CITY, CONTRACTOR MAY AUDIT CITY'S USE OF THE LEASED EQUIPMENT SOFTWARE TO DETERMINE CITY'S COMPLIANCE WITH THIS LICENSE PROVIDED CONTRACTOR COMPLIES WITH CITY'S CUSTOMARY SECURITY RULES AND DOES NOT UNREASONABLY INTERFERE WITH CITY'S PERMITTED USE, AND IN SUCH EVENT, CITY AGREES TO PROVIDE RELEVANT INFORMATION AND REASONABLE FACILITIES.

### **3.12. CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS**

**3.12.1. Performance.** Contractor's performance shall materially conform to the requirements of this Agreement.

#### **3.12.2. General Warranties.**

**3.12.2.1.** Contractor represents and warrants that it is authorized to lease to the City the Leased Equipment Software and that such software shall be subject to the patent and copyright indemnification in Section 3.7 above.

**3.12.2.2.** Contractor represents warrants and agrees that it has the power and authority to lease the Leased Equipment as described in this Agreement. Contractor has not granted and will not grant to any third party any right to own or use the Leased Equipment in contravention of the City's rights as detailed in this Agreement.

### **3.12.3. Equipment Warranties.**

Leased Equipment may be new, newly manufactured, or assembled from new or serviceable used parts that are like new in performance. Contractor promises that Contractor branded equipment will be free from defects in material and workmanship, and will substantially conform to relevant Contractor published specifications for twelve (12) months after shipment to the City. Contractor will repair or replace, at its option and expense, items of equipment that do not meet this warranty provided Client reports the problem to Contractor during the warranty period. Contractor may fulfill warranty obligations at a Contractor designated site or depot and, when applicable, Client agrees to send equipment to the Contractor site at Client's expense and risk. Contractor will return the equipment at Contractor expense and risk if the equipment was defective. Replaced items, whether under a warranty or service event, become Contractor property. This warranty does not extend to damage caused by normal wear and tear, accident, misuse, disaster, improper supplies or alterations, attachments, parts or repairs not provided or authorized by Contractor.

### **3.12.4. Software Warranties.**

Contractor warrants that the Leased Equipment Software will conform substantially to the then-current published functional specifications for ninety (90) days from Client's receipt provided Client uses the Leased Equipment Software in accordance with Contractor's Documentation. Contractor will provide a workaround or correction for material errors in the Leased Equipment Software that prevent its use in a production environment, provided that Client reports the problem in writing (e-mail is acceptable) to Contractor during this warranty period. This warranty does not extend to non-conformities resulting from accident, misuse, disaster, or alterations or modifications not provided or authorized by Contractor.

### **3.12.5. Services Warranties**

Contractor has the ability to perform the Services and Unisys will provide suitable resources to perform the work according to the description of Services, including any Ordered maintenance Service plan. All Services exclude damage repair or correction of defects or errors related to: (a) supplies not obtained from Unisys, and (b) design, manufacture, materials or workmanship related to non Unisys products and services, or Product(s) for which Unisys has discontinued engineering support; and (c) unauthorized alterations or attachments; and (d) intentional damage caused by non Unisys personnel.

Contractor further warrants that it has not discontinued support and maintenance for the Leased Equipment or the Leased Software and will not do so without providing the City: (i) at least 90 days prior notice and (ii) the option to purchase at no cost equivalent equipment or software for which Contractor does provide support and maintenance services during the term of this lease.

### **3.12.6. Manufacturer's Warranty**

Contractor shall assign the manufacturer's warranty on all non-Contractor Equipment listed in Exhibit A-1 and provide City with the Equipment User Documentation for such equipment.

### **3.12.7. No Other Warranties**

Except as described or referenced in this Agreement, Contractor makes no other warranties. TO THE EXTENT PERMITTED BY LAW, CONTRACTOR DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE FOR PRODUCTS AND SERVICES AND NON-INFRINGEMENT. Contractor's warranties extend solely to the City.

### **3.13. CONFIDENTIALITY**

Contractor, its agents, employees, contractors, and subcontractors shall hold all City information, data, and documents (collectively, the "Information") that they receive, or to which they have access, in strictest confidence. Contractor, its agents, employees, contractors, and subcontractors shall not disclose, disseminate, or use the Information unless the Director authorizes it in writing. Contractor shall obtain written agreements from its agents, employees, contractors, and subcontractors which bind them to the terms in this Section.

City agrees to instruct its employees, consultants and contractors that the "Proprietary Information" (software, diagnostics, documentation and other information confidential to Contractor or its licensor) together with all materials and knowledge related thereto obtained by the City, shall be held in confidence and shall not at any time, either during the term of this Agreement or thereafter, be made available in any form to any person or entity other than to employees of City or consultants or contractors retained by or responsible to City to the extent that such disclosure is reasonably necessary to City's use of the Proprietary Information authorized hereunder, without the express written consent of Contractor. The standard of care for protecting Proprietary Information will be that degree of care the City uses to protect its own proprietary or confidential information, which shall be no less than a reasonable degree of care. Both parties understand and agree that the City's obligations under this section shall be subject to compliance with the Chapter 552 of the Texas Gov't Code (Texas Public Information Act).

Upon expiration or termination of this Agreement, the receiving party will, at the option of the disclosing party, destroy (and, in writing certify destruction) or return to the disclosing party all Confidential Information in the possession of the receiving party (including Confidential Information incorporated in other software or writings).

### **3.14. COMPLIANCE WITH LAWS**

Contractor shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances.

### **3.15. COMPLIANCE WITH EQUAL OPPORTUNITY ORDINANCE**

Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit C.

### **3.16. DRUG ABUSE DETECTION AND DETERRENCE**

**3.16.1.** It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by

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Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

**3.16.2.** Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

**3.16.3.** Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

**3.16.4.** Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT");

- 3.16.4.1.** a copy of its drug-free workplace policy,
- 3.16.4.2.** the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit D, together with a written designation of all safety impact positions and,
- 3.16.4.3.** if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit E.

If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit E. Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

### **3.17. PAY OR PLAY**

The requirements and terms of the City of Houston Pay or Play program, as set out in Executive Order 1-7, are incorporated into this Agreement for all purposes. Contractor has reviewed Executive Order No. 1-7 and shall comply with its terms and conditions as they are set out at the time of City Council approval of this Agreement. Contractor shall complete and submit to the Director Exhibit G, POP-2 Form prior to the execution of this Agreement.

## **4. DUTIES OF THE CITY**

### **4.1. PAYMENTS TERMS**

The City shall pay and Contractor shall accept the first installment of lease fees of \$565,806.00 subject to invoice upon Acceptance of the Leased System, the second installment of \$565,806.00 on October 1, 2013 and the third installment of \$565,806.00 on October 1, 2014. In the event the City renews this Agreement for the Renewal Term in accordance with Section 5.2 of this Agreement, the City shall pay a fourth installment of lease fees of \$606,912.00 on October 1, 2015.

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The fees set out in this Section 4.1 constitute the total costs of the Leased System for the Initial Term and any Renewal Term; Contractor shall not increase those fees during the Term. The City shall pay Contractor within 30 days of receipt and approval of undisputed invoices.

**4.2. TAXES**

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

**4.3. METHOD OF PAYMENT – DISPUTED PAYMENTS**

If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

**4.4. LIMIT OF APPROPRIATIONS**

**4.4.1.** The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

**4.4.2.** In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$565,906.00 to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

**4.4.3.** The City makes a Supplemental Allocation by issuing to Contractor a Service Release Order, or similar form approved by the City Controller, containing the language set out below. When necessary, the Supplemental Allocation shall be approved by motion or ordinance of City Council.

**NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS**

By the signature below, the City Controller certifies that, upon the request of the responsible director, the supplemental sum set out below has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

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**4.4.4.** The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

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**4.4.5.** The City has appropriated \$565,806.00 to pay money due under this Agreement. In the event City Council does not appropriate additional funds in future years, City may terminate this Agreement upon 30 days' notice and such termination does not constitute a default or breach of this Agreement.

#### **4.5. CHANGES**

**4.5.1.** At any time during the Term, the Director may issue a Change Order, substantially in the form set out in Exhibit B-1 (Change Request Form), to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. If the parties mutually agree to such change order, Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

**4.5.2.** The following shall be the procedure for issuing Change Orders:

**4.5.2.1.** The Director shall notify Contractor of any change request by submitting a Change Order.

**4.5.2.2.** Contractor will log the change requests and assign a unique Log number for each change.

**4.5.2.3.** If the Contractor agrees with such change order, prior to performing any work, Contractor will notify the Director in writing of the projected fee and/or schedule impact for the evaluation of such Change Order.

**4.5.2.4.** If Director agrees in writing to the impact that such evaluation will have on the fees, schedule, performance and any other issues raised by the Contractor evaluation, then Contractor shall proceed to perform the evaluation.

**4.5.2.5.** Upon completion of the evaluation by Contractor the written results will be communicated to the Director. These results must include any impact on fees, schedule, staff resources, and performance, as well as a recommended method for implementation, testing, and acceptance by the Director.

**4.5.2.6.** If Director agrees in writing to the impact that such change will have on the fees, schedule, performance, and any other issues raised by the Contractor evaluation, then Contractor shall proceed to perform the change.

**4.5.3.** The Director may issue more than one Change Order, subject to the following limitations:

**4.5.3.1.** Council expressly authorizes the Director to approve a Change Orders up to \$50,000. A Change Order of more than \$50,000 must be approved by the City Council.

**4.5.3.2.** If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.

**4.5.3.3.** The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.

**4.5.4.** Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The Director's decision regarding a time extension is final.

**4.5.5.** A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in this Agreement, and is subject to the terms and conditions of this Agreement as if it had originally been a part of this Agreement.

**4.5.6.** Change Orders are subject to the Allocated Funds provisions of this Agreement.

#### **4.6. ACCESS TO DATA**

**4.6.1.** The City shall, to the extent permitted by law, allow Contractor to access and make copies of documents in the possession or control of the City or available to it that are reasonably necessary for Contractor to perform under this Agreement.

**4.6.2.** The City does not, however, represent that all existing conditions are fully documented, nor is the City obligated to develop new documentation for Contractor's use.

#### **4.7. TRIAL PERIOD**

Beginning promptly after installation of the Leased System, the City shall operate the Leased System for a 30-day trial period (the "Trial Period"), with Contractor providing support services.

If during the Trial Period, the tests the City conducts indicate that the Leased System is not performing in accordance with Contractor's Documentation or the requirements of this Agreement, Contractor will have 30 days from the date Contractor receives written notification of these deficiencies as set out below to correct the problem(s), at which time the City will have an additional 15 days to retest the corrections.

The City shall notify Contractor of any non-conformity between the operation of the Leased System and Contractor's Documentation and provide documentation of the non-conformity to Contractor as soon as practicable after discovery.

#### **4.8. ACCEPTANCE**

The City shall accept the Leased System by means of a letter of Acceptance issued by Director to Contractor when: (i) the Leased System and related Documentation have been completely delivered and installed, and (ii) the Leased System had, by the end of the 30-day Trial Period, successfully operated in accordance with Contractor's Documentation and the requirements of this Agreement ((i) and (ii) together shall be "Acceptance").

#### **4.9. REJECTION**

The City shall reject the Leased System if at the end of the 30-day Trial Period (plus any time the City provides to correct defects), the Leased System has not performed in accordance with Contractor's Documentation and Contractor is unable to correct the deficiency.

If the City rejects the Leased System, it will be returned to Contractor at no cost to the City will not pay for the use of the Leased System or any other applicable goods or services under this Agreement. Contractor shall return to the City all sums paid to it under this Agreement within 30 days of rejection of the Leased System. The City reserves all other available rights at law or in equity.

## **5. TERM AND TERMINATION**

### **5.1. TERM**

This Agreement shall become effective on the date of countersignature by the City Controller, and shall remain in effect for three years thereafter ("Initial Term") unless sooner terminated as provided for in this Agreement.

### **5.2. RENEWALS**

If the Director, at his or her sole discretion, makes a written request for renewal to Contractor at least 30 days before expiration of the then-current term and if sufficient funds are allocated, then, upon expiration of the Initial Term, the lease for the Leased System is renewed for one successive one-year term upon the same terms and conditions ("Renewal Term"). Together, the Initial Term and any Renewal Term shall be the "Term."

### **5.3. TERMINATION FOR CAUSE BY CITY**

**5.3.1.** If Contractor defaults under this Agreement, the Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

- 5.3.1.1.** Contractor fails to perform any of its duties under this Agreement;
- 5.3.1.2.** Contractor becomes insolvent;
- 5.3.1.3.** all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
- 5.3.1.4.** a receiver or trustee is appointed for Contractor.

**5.3.2.** If a default occurs, the Director shall, deliver a written notice to Contractor describing the default, an opportunity to cure, and the termination date which shall be at least 30 days after the Contractor receives notice.. The Director, at his or her sole option, may extend the termination date to a later date. If the Contractor cures the default before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the Director may terminate this Agreement on the termination date, at no further obligation of the City.

**5.3.3.** To effect final termination, the Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

#### **5.4. TERMINATION FOR CAUSE BY CONTRACTOR**

Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date. The date must be at least 30 days after the Director receives the notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

#### **5.5. LEASED EQUIPMENT AT TERMINATION OR EXPIRATION**

Upon the expiration or early termination of this Agreement, Contractor shall be responsible for de-installing the Leased Equipment, having it packed and shipped from City premises where it is located to the designated Contractor facility at Contractor's expense.

### **6. MISCELLANEOUS**

#### **6.1. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor and shall perform the services provided for in this Agreement in that capacity. The City has no control or supervisory powers over the manner or method of Contractor's performance under this Agreement. All personnel Contractor uses or provides are its employees or subcontractors and not the City's employees, agents, or subcontractors for any purpose whatsoever. Contractor is solely responsible for the compensation of its personnel, including but not limited to: the withholding of income, social security, and other payroll taxes and all worker's compensation benefits coverage.

#### **6.2. FORCE MAJEURE**

**6.2.1.** Timely performance by both parties is essential to this Agreement. However, neither party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. "Force Majeure" means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, court orders, and the acts of superior governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance

more difficult, expensive or impractical. Force Majeure does not entitle Contractor to extra Reimbursable Expenses or payment.

**6.2.2.** This relief is not applicable unless the affected party does the following:

**6.2.2.1.** uses due diligence to remove the effects of the Force Majeure as quickly as possible and to continue performance notwithstanding the Force Majeure; and

**6.2.2.2.** provides the other party with prompt written notice of the cause and its anticipated effect.

**6.2.2.3.** The Director will review claims that a Force Majeure that directly impacts the City or Contractor has occurred and render a written decision within 14 days. The decision of the Director is final.

**6.2.2.4.** The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.

**6.2.3.** If the Force Majeure continues for more than 14 days from the date performance is affected, the Director may terminate this Agreement by giving 7 days' written notice to Contractor. This termination is not a default or breach of this Agreement. **CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.**

**6.2.4.** Contractor is not relieved from performing its obligations under this Agreement due to a strike or work slowdown of its employees. Contractor shall employ only fully trained and qualified personnel during a strike.

### **6.3. SEVERABILITY**

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

### **6.4. ENTIRE AGREEMENT**

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

### **6.5. WRITTEN AMENDMENT**

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

### **6.6. APPLICABLE LAWS**

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction. Venue for any litigation relating to this Agreement is Harris County, Texas.

#### **6.7. NOTICES**

All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

#### **6.8. CAPTIONS**

Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

#### **6.9. NON-WAIVER**

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

#### **6.10. INSPECTIONS AND AUDITS**

City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least two years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

#### **6.11. ENFORCEMENT**

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

#### **6.12. AMBIGUITIES**

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

#### **6.13. SURVIVAL**

Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

**6.14. PUBLICITY**

Contractor shall make no announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by the Director.

**6.15. RISK OF LOSS**

Unless otherwise specified elsewhere in this Agreement, risk of loss or damage for each Product passes from Contractor to the City upon acceptance by the City.

**6.16. PARTIES INTEREST**

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

**6.17. SUCCESSORS AND ASSIGNS**

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

**6.18. BUSINESS STRUCTURE AND ASSIGNMENTS**

**6.18.1.** Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in Section 9.406 of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

**6.18.2.** Contractor shall not delegate any portion of its performance under this Agreement without the Director's prior written consent.

**6.19. REMEDIES CUMMULATIVE**

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

**6.20. CONTRACTOR DEBT**

IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN

WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, SHE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR. CONTRACTOR SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THIS AGREEMENT.

**6.21. NO DEEMED ACCEPTANCE**

UNDER NO CIRCUMSTANCES SHALL THE CITY BE DEEMED TO HAVE ACCEPTED OR AGREED TO ANY DELIVERABLE, CHANGE ORDER, TIME EXTENSION, OR OTHER MATERIAL ACCEPTANCE OR APPROVAL DOCUMENT BECAUSE OF THE DIRECTOR'S FAILURE TO RESPOND WITHIN ANY TIME LIMIT UNLESS CONTRACTOR HAS FIRST NOTIFIED THE DIRECTOR OF SUCH FAILURE TO RESPOND IN WRITING AND THE CITY HAS FAILED TO RESPOND WITHIN 10 DAYS OF THE DIRECTOR'S RECEIPT OF SUCH NOTICE FROM CONTRACTOR.

## EXHIBIT A

### TERMS AND CONDITIONS FOR LEASED EQUIPMENT, LEASED EQUIPMENT SOFTWARE AND LEASED EQUIPMENT DOCUMENTATION

Contractor will lease the products identified on Exhibit A-1 for the term and at the prices set forth in this Agreement and subject to the terms and conditions of this Agreement for the License of Hardware, License of Software and Provision of Services as amended by the following provisions:

#### LEASED EQUIPMENT

1. Client has the right to use the Hardware listed in Exhibit A-1 (the "Leased Equipment") for the Term subject to no default by Client, but Client shall not have any title to or other interest in it.
2. Client shall keep the Leased Equipment free and clear of any liens and encumbrances.
3. The Leased Equipment shall remain Unisys personal property whether or not affixed to realty and Client shall not make such Leased Equipment a fixture or be made to be a part of any real property on which it is placed.
4. Client will affix any label or marking supplied by Unisys, evidencing Unisys' ownership of the Leased Equipment.
5. Unisys may from time to time, during City's regular business hours and upon reasonable notice to the City, inspect the Leased Equipment.
6. Client may not sell, transfer, assign, pledge or in any way encumber or convey the Leased Equipment or any portion or component of such Leased Equipment.
7. Client shall not dispose of any Leased Equipment or remove any tag, when applied, from the Leased Equipment without prior agreement from Unisys.
8. Client shall not, without Unisys' consent, perform any modifications to the Leased Equipment that would (i) violate the warranty applicable to the Leased Equipment; and (ii) have an adverse impact on the Leased Equipment's functionality, capabilities or value. In the event Client makes any alterations or attachments to the Leased Equipment with Unisys' consent, Client shall be responsible for restoring the Leased Equipment to its original condition and configuration.
9. The Parties recognize that the Client has not allocated any money to pay for restoring the Leased Equipment to its original condition and configuration. In the event Client makes any alterations or attachments to the Leased Equipment with the consent of Contractor, the Client's liability for such restoration charges, if any, shall not exceed the allocated funds remaining under this Agreement.
10. In the event, the Leased Equipment is condemned, taken, lost, destroyed, stolen or damaged prior to its return to Unisys, Client shall promptly advise Unisys in writing of any such loss or damage, the circumstances under which such loss or damage occurred, and the extent of such loss or damage.
11. The Parties recognize that the Client has not allocated any money to pay for replacement of Leased Equipment if any item of Leased Equipment affected is lost, stolen or damaged beyond repair. The Client's liability for such replacement charges, if any, shall not exceed the allocated funds remaining under this Agreement. .
12. If any item of Leased Equipment is a casualty loss, within thirty days of the casualty loss, Client must choose to follow one of the courses of action detailed below:
  - a. Client shall pay Unisys the casualty value of the Leased Equipment, the value is set forth in this Agreement.

b. Client shall, at its expense, replace the Leased Equipment with like or better Leased Equipment from a third party or Unisys, pass title to the replaced Leased Equipment to Unisys and continue to make lease rental payments for the remaining term of the lease.

The parties recognize that the Client has not allocated any money to pay for or replace any item of Leased Equipment if such equipment were a casualty loss. The Client's liability for payment or replacement of such casualty loss, if any, shall not exceed the allocated funds remaining under this Agreement.

13. Client may relocate, at its cost, any Leased Equipment from its current location to another Client business location within the continental United States upon 30 days written notice to Unisys specifying the new location of the Leased Equipment.

14. Client grants Unisys a security interest in the Leased Equipment and authorizes Unisys to file any financing statement or other applicable filing of public record as evidence of its ownership of the Leased Equipment.

15. Unisys' sole and exclusive warranty obligation for the Leased Equipment shall be to repair or replace, at Unisys' option, any defective item of equipment, part or component which Client promptly reports to or sends to Unisys.

### **GENERAL**

1. Unisys may, from time to time, add, upgrade, or remove Leased Equipment, the software set out in the Exhibit A-1 ("Leased Equipment Software") and Leased Equipment Documentation from Client sites during the term of this Agreement.

2. Unisys shall provide hardware and software maintenance, as necessary, to repair Leased System which shall be serviced on-site 5 days a week, Monday through Friday, from 9:00am to 5:00 pm with a response time of four hours from the time Unisys receives Client's request for service from Client until Unisys arrives at Client's site.

3. Client shall only use the Leased Equipment at Client's site shown on Unisys' shipping documents, and may move the Leased Equipment upon 30 days written notice to Unisys. If the Leased Equipment is located at a site not under Client's ownership or control, then Client shall advise Unisys of that fact and obtain written assurances satisfactory to Unisys that Unisys shall have access to the Leased Equipment and the ability to inspect, maintain, and remove the Leased Equipment at Unisys' option.

4. At the end of the term, Client may elect to purchase the Leased Equipment for the "Buyout Amount" of \$1.00. Client must exercise this option prior to the expiration of the term. The date Client pays and Unisys receives the applicable "Buyout Amount" for the Leased Equipment from Client, and provided that all prior amounts due under this Lease Addendum have been paid in full, title to the Leased Equipment shall pass to Client. In no event shall the Buyout result in a credit balance or refund to the Client.

5. If Client does not elect the Buyout option, within 10 business days, upon expiration or earlier termination of the Term of this Agreement, Client shall make available for pick-up by Unisys the Leased Equipment. Unisys shall be responsible for all delivery, freight, de-installation, packing, duties and all other associated expenses with respect to shipping the returned Leased Equipment to Unisys' designated facility as set out below. Client will bear all risk of loss with respect to the Leased Equipment from receipt until such Leased Equipment is returned to Unisys. All Leased Equipment returned to Unisys must include the same components as received by Client, and must be in good operating order and condition. The Parties recognize that the Client has not allocated any money to pay charges, if any, if the Client fails to return the Leased Equipment in such condition or within the time frame set forth in Sub-section (4) above or to return the Lease Equipment. The Client's liability for such charges, if any, shall not exceed the allocated funds remaining under the Master Agreement.

### **LEASED EQUIPMENT SOFTWARE**

1. Unisys represents and warrants that it is authorized to lease to the Client the Leased Equipment Software and that such software shall be subject to the patent and copyright indemnification in this Agreement.

2. All Leased Equipment Software, both Unisys branded or Third Party software, shall remain the exclusive property of Unisys and Client shall have no rights or interests except for use of such software to operate Leased Equipment and to make use of the Leasing Services provided by Unisys.

3. All Leased Equipment Software is provided by Unisys under the license terms detailed in this Agreement.

**UNISYS' REPRESENTATIONS, WARRANTIES, AND COVENANTS**

Unisys represents warrants and agrees that it has the power and authority to lease the Leased Equipment as described in this Agreement. Unisys has not granted and will not grant to any third party any right to own or use the Leased Equipment in contravention of Client rights as detailed in this Agreement.

**CLIENT'S REPRESENTATIONS, WARRANTIES AND COVENANTS**

Client represents warrants and covenants to Unisys that all Leased Equipment will be used for business purposes only.

**LEASED EQUIPMENT AT TERMINATION OR EXPIRATION OF AGREEMENT**

Upon the expiration or early termination of this Agreement, Unisys shall be responsible for de-installing the Leased Equipment, having it packed and shipped from Client premises where it is located to the designated Unisys facility at Unisys' expense.

## EXHIBIT A-1

### LEASED EQUIPMENT

Qty	Style	Description
<b>Hardware:</b>		
1	DOR3225-OPS	Dorado Operations Server Model 5
1	DOR3225-OPS	Dorado Operations Server Model 5
1	HSC3043408-8GB	16P 300, FULL FABRIC, 1 P/S, 8Gb SFPs
1	HSC3041001-BRM	Universal slide for 200E, Dazzler, 3900, 4100 &MPR (RoHs)
1	HSC3043408-8GB	16P 300, FULL FABRIC, 1 P/S, 8Gb SFPs
1	HSC3041001-BRM	Universal slide for 200E, Dazzler, 3900, 4100 &MPR (RoHs)
16	CBL171-5	Cable: 5m Fiber OM2 2/4Gb 50/125 LC-LC
2	DOR1-WS	WRKST:HMP WORKSTATION
1	DOR104-SCV	SCSI voltage level converter
1	DOR4180	Dorado 4180 Non-metered Server for OS2200
1	DOR4180-ND2	Dorado 4180 second partition
2	DOR4000-SIO	Dorado 4000 IOP for storage
2	DOR385-EXT	Dorado PCI-X Channel Module
2	SCI1002-PCX	I/O: 2 Port SCSI channel HBA for Dorado
4	ETH21401-PCE	Dorado PCIe 4 PORT 1 Gb Ethernet copper
6	FCH1042-PCX	Dual port, 4GB fibre channel card for Dorado 700 and 4000
1	ES356090-3YR	ES3560R 3YR 5x9, 4 hr
1	ES356090-3YR	ES3560R 3YR 5x9, 4 hr
2	WUL4105090-3YR	CP4100 3YR 5x9, 4 hr

#### LEASED EQUIPMENT SOFTWARE:

1	WDS2826404-LI	Windows Server 2008 R2 Std Edition (5 CALs)
1	WDS2826404-LI	Windows Server 2008 R2 Std Edition (5 CALs)
1	SMS8001-SBE	SYS MGT:SPO Basic Edition
1	SDL24180-003	IE:Dorado 4180 SDK Image Enabler 30 MIPS
1	SDK2418013-003	IOE:Dorado 4180 SDK SW REL 13 - 30 MIPS Base
1	CSW400-BOT	Intel-based Dorado Platform System Boot Tape
1	ECH20-CH	Call Home Service OS2200
1	CSP2110-LA1	SYS MGT:LA MX
1	CSP2110-OSM	SYS MGT:OSAM MX
1	CSP2110-PAR	SYS MGT:PAR MX
1	6810-00	FILE MGT:MEDIA MANAGER
1	IXS4000-BLD	UTIL SW:BUILD CPX
1	IXD1-MPC	MAPPER:DEV1USERCLRPTH LO
1	IXR1-MPC	MAPPER:R/T1USERCLRPTH LO
1	CSW20-BIS	BIS OS2200 Software
1	CSP2110-FTX	COM SW:CP FTP AND TAS
1	CSP2110-CUL	SYS MGT:TQ CULL
1	CSP2110-IAC	SYS MGT: TQ IACULL
1	CSP2110-SMN	SYS MGT:TQ SIMAN
1	BIL24180-011	IE:Dorado 4180 BIS Image Enabler 110 MIPS
1	BIS2418013-003	IOE:Dorado 4180 BIS SW REL 13 - 30 MIPS Base
8	BMS2418013-003	IOE:Dorado 4180 BIS - Addl 10 MIPS to 30 MIPS Base
1	CSW400-BOT	Intel-based Dorado Platform System Boot Tape
1	ECH20-CH	Call Home Service OS2200
1	CSP2130-LA1	SYS MGT:LA MX
1	CSP2130-OSM	SYS MGT:OSAM MX
1	CSP2130-PAR	SYS MGT:PAR MX
1	CSW20-SAU	SYS MGT:TQ SAUTILITIES
1	CSP2130-ASC	CMPLR:COBOL ASCII MX
1	CSP2130-FOR	CMPLR:FORTAN ASCII MX
1	6810-00	FILE MGT:MEDIA MANAGER
1	CSP2130-QLP	QUERY SW:QLP MX
1	IXS4000-BLD	UTIL SW:BUILD CPX
3	IXD1-MPC	MAPPER:DEV1USERCLRPTH LO
15	IXR1-MPC	MAPPER:R/T1USERCLRPTH LO
1	CSP2130-FTX	COM SW:CP FTP AND TAS
1	CSP2130-CUL	SYS MGT:TQ CULL
1	CSP2130-IAC	SYS MGT:TQ IACULL
1	CSP2130-SMN	SYS MGT:TQ SIMAN
1	CSP2130-DMQ	DATAMGT:NET DB W/ OPEN ACCESS

**SSU:**

1 SDU24180-003	SUBSCRN:Dorado 4180 SDK SW REL 12 - 30 MIPS Base
1 IXU1-DEV	SUBSCRN:MAP 1U-DEV LO
1 IXU1-MPC	SUBSCRN:MAP 1U-R/T LO
1 CSU20-BIS	SUBSCRN:BIS OS2200 SW LO
8 BMU24180-003	SUBSCRN:Dorado 4180 BIS - Addl 10 MIPS to 30 MIPS Base
1 BIU24180-003	SUBSCRN:Dorado 4180 BIS SW REL 12 - 30 MIPS Base
3 IXU1-DEV	SUBSCRN:MAP 1U-DEV LO
15 IXU1-MPC	SUBSCRN:MAP 1U-R/T LO

**Services:**

1 STO92213-INS	PS: Flex 8-24 Port Fibre Channel Switch Implementation Service
8 STO92214-INS	PS: Flex Port Fibre Channel Switch Additional Port Implementation
1 STO92213-INS	PS: Flex 8-24 Port Fibre Channel Switch Implementation Service
8 STO92214-INS	PS: Flex Port Fibre Channel Switch Additional Port Implementation
1 DOR10000-BIS	PS: ESS Implementation Service of Dorado Series
6 STO92301-INS	PS: Fibre Channel Attached Tape Device Implement
2 STO92109-INS	PS: OS2200 Storage Attach Implementation Service

**Hardware:**

1 VNX530048-MFO	VNX5300 4 PORT 8G FC IO MODULE PAIR
1 VNX5153-SPS	2ND OPTIONAL SPS FOR VNX 51/53
1 VNX5300-KIT	DOCUMENTATION KIT FOR VNX5300
11 VNX300156-31	300GB 15K SAS DISK DRIVE
1 VNX5330015-1F	VNX5300 DPE;15X3.5 DRIVES - FIELD INST 8X300
1 VNX5153015-DAF	3U DAE WITH 15X3.5 INCH DRIVE SLOTS
4 CBL171-5	Cable: 5m Fiber OM2 2/4Gb 50/125 LC-LC
2 OSM1000-PRC	PWR CORD:IEC320-C13/C14

**Software:**

1 VNX5300-UBE	UNISPHERE FOR BLOCK AND VNX OE FOR A VNX 5300
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**Services:**

1 PS100-INB	RACK & STACK UNIFIED BLOCK ONLY
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## **EXHIBIT B**

### **SCOPE OF SERVICES**

#### **Client Requirements**

##### **Introduction**

These services apply to the installation and implementation of two (2) Dorado 4190 Server partitions and will be provided by Unisys on mutually agreed upon dates. The services consist of Unisys:

1. Attaching each of the Dorado 4190 Server partitions to the respective EMC VNX disk array.
2. Attaching each of the Dorado 4190 Server partitions to the current Client network infrastructure.
3. Installing appropriate release levels of environmental software on each of the Client's Dorado 4190 server partitions.
4. Consulting with the Client on the communications network setup (as described below).

#### **Tasks and Deliverables**

##### **Project Management**

Unisys will provide project management services to manage and co-ordinate the services under this Statement of Work. Project Management tasks are:

1. Produce and manage a joint project plan.
2. Define and confirm roles and responsibilities of Client and Unisys.
3. Provide a clear communication path between Client and Unisys for project status, resource allocation and problem resolution.
4. Attend or conference in on all Client meetings that relate to the implementation of the two (2) Dorado 4190 Server partitions.
5. Coordinate all Unisys activities at the Client's data center.
6. Establish and maintain a consolidated timeline for the implementation of the two (2) Dorado 4190 Server partitions.

##### **Implementation Planning**

Unisys will conduct a system pre-installation planning session with the Client. The planning session may be done via telephone. During this session, Unisys will gather the information needed to produce a written installation plan. The Client will assign an Installation Coordinator to assist in securing answers and decisions needed to complete installation tasks.

Specific actions for the pre-installation planning session are:

Unisys will, with assistance from Client's Installation Coordinator:

1. Determine that prerequisites have been met.
2. Validate hardware configuration.
3. Provide the Client the environmental specifications for all new equipment purchased from Unisys.
4. Identify software configuration parameters for new Dorado 4190 server partitions.
5. Identify software to be installed on each Dorado 4190 Server partitions and set-up parameters.
6. Identify partitioning requirements and operating system software, and appropriate service packs to be installed on each Dorado 4190 Server partition.
7. Identify Internet Protocol, IP, addressing and hostnames for each Dorado 4190 Server partition – internal and external.

8. Identify domain and user requirements for each Dorado 4190 Server partition.
9. Identify disk configuration requirements for the disk array to be attached to the server.
10. Develop disk naming conventions and allocations.
11. Determine data communications network specifications.
12. Evaluate and determine the migration strategy for the Client's environment:
  1. Operating system 2200 (OS 2200) baseline parameters
  2. Configuration profiles – Operations Database Definition (ODB)
  3. Operations – Single Point Operations (SPO), console, Autoaction Message System (AMS) database
  4. Software – Universal Data System (UDS), Data Management System (DMS), software to Maintain, Prepare, and Produce Executive Reports (MAPPER), etc.
  5. Peripherals – disks, tapes, communication devices, etc.
  6. Communications network – Clear Path Communications software (CPCComm), System Interface for Legacy Application Systems (SILAS), Transaction Interface Package (TIP), Interactive Interface of Operating System 2200 (DEMAND)
13. Recommend Client responsibilities for site hardware requirements such as uninterrupted power supplies, cables, and so forth.
14. Secure Client concurrence on installation plan and schedule.

#### **Implementation for Dorado 4190 server partitions**

Client will assist Unisys in performing the following system installation tasks:

1. Verify hardware and software shipment for completeness.
2. Install the Dorado 4190 Server hardware at the Client site.
3. Configure and attach tape drives.
4. Configure and attached the disk array.
5. Generate system partitions (ODB) as defined in the installation-planning meeting.
6. Boot each of the two (2) Dorado 4190 Server partitions on OS 2200.
7. Document relevant installation information including any special instructions.

#### **Dorado 4190 Software Installation Service**

Unisys will provide the necessary technical support to configure and install the most current level of the operating system and associated licensed software products on each of the two (2) Dorado 4190 partitions. The following are the tasks and deliverables:

#### **OFFSITE TASKS/DELIVERABLES Configuration review**

1. A Unisys consultant will review the Client's current configuration parameters. Once the parameters have been reviewed, changes necessary or desirable will be noted and implemented when the software is installed.
2. A Unisys consultant will also review the available Emergency Maintenance Updates (EMUs) and Permanent Correction Routines (PCRs) to determine if any are applicable to City of Houston Police Department. Unisys will generate products with all applicable PCRs, provide the product generation output on DVD, and PCRs in OS 2200 standard software maintenance procedure (COMUS) format on DVD.

### **Environmental Software Configuration for the Dorado 4190 Server**

1. The environmental software configuration parameters will be set to match the current system parameters where appropriate and modified as appropriate. Any parameters that are modified will be noted and shared with the Client including the operational, the administrative, and the runtime impact if any.
2. Validate the environmental software installation and operating environment set-up with the Client.
3. Configure and install the contracted environmental software on the Production system.
4. Perform OS 2200 core software (EXEC) and TIP system generation to match the configuration. This includes all required EXEC Features.

### **DELIVERABLES**

The following deliverables will be delivered:

#### **CPCComm Operating System Installation and Configuration.**

Unisys will remotely perform the following:

1. Review the available Emergency Maintenance Updates (EMU's) to determine if any are applicable to the Client.
2. Review the Client's current CPCComm configuration parameters and recommend any changes to their current CPCComm configuration.
3. Assist Client in verifying communications and network connectivity.

**SILAS Installation and Configuration** Unisys will remotely perform the following:

1. Review the available Emergency Maintenance Updates (EMU's) to determine if any are applicable to the Client.
2. Review the Client's current SILAS configuration parameters and recommend any changes to their current SILAS configuration.
3. Assist Client in verifying TIP and DEMAND mode access.

#### **Message Control Bank (MCB) Installation and Configuration**

The MCB will be generated for two Application Groups with the Online Terminal Security (OTS) code. City of Houston Police Department will provide the OTS code necessary for the level of MCB generated. Generations will be performed and installed to match the current configuration.

Unisys will remotely perform the following:

1. Review the available Emergency Maintenance Updates (EMU's) to determine if any are applicable to the Client.
2. Review the Client's current MCB configuration parameters and recommend any changes to their current MCB configuration.
3. Assist in verifying TIP and DEMAND mode access.

#### **UDS Data Management System (DMS) Migration**

A Unisys representative will install the UDS suite of products (Universal Data System Configuration (UDSC), Relational Data Management System (RDMS), DMS, and UNISYS Repository (UREP)) into Application Groups 1 and 7. The UDS configuration parameters will be modified as applicable for the new level. Any parameters that are modified will be noted including the operational, the administrative, and the runtime impact, if any. Unisys will:

1. Review the available Emergency Maintenance Updates (EMU's) to determine if any are applicable

to the Client.

2. Review the Client's current UDS suite configuration parameters and recommend any changes to their current UDS suite configuration.

**Clear Path File Transfer Program (cpFTP) Installation and Configuration** Unisys will remotely perform the following:

1. Review the available Emergency Maintenance Updates (EMU's) to determine if any are applicable to the Client.
2. Review the Client's current cpFTP configuration parameters and recommend any changes to their current cpFTP configuration.

**TCP/IP Application Services (TAS) Installation and Configuration** Unisys will remotely perform the following:

1. Review the available Emergency Maintenance Updates (EMU's) to determine if any are applicable to the Client.
2. Review the Client's current TAS configuration parameters and recommend any changes to their current TAS configuration.

**Communication Application Program Interface (COMAPI) Installation and Configuration** Unisys will remotely perform the following:

1. Review the available Emergency Maintenance Updates (EMU's) to determine if any are applicable to the Client.
2. Review the Client's current COMAPI configuration parameters and recommend any changes to their current COMAPI configuration.

**Open Distributed Transaction Integrator (DTI) Installation and Configuration** Unisys will remotely perform the following:

1. Review the available Emergency Maintenance Updates (EMU's) to determine if any are applicable to the Client.
2. Review the Client's current Open DTI configuration parameters and recommend any changes to their current Open DTI configuration.

### **Local Code Migration**

Unisys will migrate only the existing SILAS local code.

Client will test the migrated local code to verify that it was implemented correctly based for their environment.

- The Client will provide the procedure to test the local code. This procedure will consist of a written plan defining the required actions and the expected results.
- Unisys will make any required changes to the migrated local to resolve problems (variances from the agreed upon specifications) identified during the testing.

### **Client Orientation**

Unisys Hands-On Operator Training consists of training on:

1. System start
2. System stop
3. Tape boot
4. Disk Boot
5. Power Up

6. Power Down
7. ODB installation

### **Production Cutover**

Unisys consultants will assist the Client's support staff to address the following production cutover tasks/topic areas:

1. Review minimal system support tasks required for proper maintenance and care of the systems. (e.g. Use of the Unisys website's ClearPath support page to communicate with technical support, monitor alerts and pull down fixes to system software).
2. Work with Client staff to develop a thorough transition test plan for the new system to make maximum use of the period before cutover.
3. Assist in development of a cutover plan to move all final hardware and software components and information to the new system during the "Go Live" weekend. Coordinate with Unisys field engineering the cutover tasks.
4. Practice all procedures with Client that they would be responsible to complete, including:
  - a. Review Clients current file backup process.
  - b. Review Clients current database backup process.
5. Provide up to three (3) days onsite assistance during "Go Live" weekend – as necessary and agreed upon with Client support staff.

### **Follow up Phone Support**

Up to six (6) hours of post implementation hours of phone support will be provided by Unisys, during the first thirty (30) calendar days after the upgraded software levels. This assistance will be provided at a higher priority than a normal service call. If it becomes necessary to back out a software component, Unisys will provide that service. Once a resolution is available to the software, Unisys will (re)generate, (re) install and assist in testing at the agreed to timeframe. The unused hours expire thirty (30) calendar days after the installation is completed.

### **Hardware Configuration Diagrams**

Unisys will provide hardware configuration diagrams of the Production Dorado 4190 and the Test/Development/DR Dorado 4190.

### **Final Review**

Unisys will attend a post-installation meeting to

1. Review documentation
2. Discuss operation procedures established during the installation
3. Respond to relevant installation questions or follow-up actions which were required

Additional services or site needs identified during the installation will be discussed and documented in the post-installation meeting. Any services requested in excess of the stated limits of this SOW will be considered by Unisys to be new requirements, and Unisys will respond with a price and schedule to provide such new requirements, and the terms and conditions of this SOW shall remain in force unaltered.

### **City Responsibilities.**

Client is responsible for the following activities:

1. Provide a qualified Installation Coordinator to represent Client who will act as the authorized single point of contact as described below under "Client Participation"
2. Backup of all disk data prior to the upgrade to the Dorado 4190 hardware and Clear Path 12.1 (CP 12.1) software level and again prior to the "Go Live" weekend.
3. Prepare facilities, including correct power and receptacles, functional installation of network, network availability, and network connectivity in accordance to the Dorado 4100 Server Site Planning Guide (3850 7075 000). Provide a phone line that can be used for the Electronic Service Request (ESR) for the Dorado 4190 Server phone home feature.
4. Provide UNISYS access to Client's staff, including subcontractors at various times in the project. Client's staff or contacts may have critical knowledge of the operations and the business itself that must be made available to UNISYS in a timely fashion, and is invaluable to the project's success. UNISYS is also aware that Client's staff is dedicated to the daily operations of the facilities and UNISYS shall make every reasonable effort to limit the demands on these people.
5. Provide to Unisys the IP addresses and names of any default gateways, routers, DNS servers, or other Server partitions if applicable.
6. Provide Unisys with access to the installation sites during normal business hours of M-F, 8:00 a.m. to 5:00 p.m., excluding Unisys holidays. Arrange for after-hours access, if necessary.
7. City of Houston Police Department is responsible for verifying user applications after completion of this upgrade. Unisys can assist in this effort on a time and materials fee basis.
8. If Client does not meet any of its obligations in accordance with the mutually agreed schedule, and such delay causes Unisys to incur additional labor costs or travel/living expenses, and Unisys has taken reasonable measures to mitigate such labor costs and travel/living expenses, Unisys reserves the right to charge Client and Client agrees to pay for such additional costs and expenses.

### **Exclusions**

The following items are not included in this service, but are available either on a time and materials basis or priced separately by Unisys:

1. Implementation of Disaster Recovery and Business Continuance
2. Implementation of third party OS 2200 applications that are not part of the Unisys OS 2200 System Software.
3. Integration of existing networks and workstations, such as Windows or Unix, into the Dorado 4190 Server network.
4. Unisys Corporation is not responsible for the loading of any software beyond that described in this Scope of Services.
5. No specific Unisys consultant is guaranteed for the length of this agreement.

### **Client Participation**

Client will designate a qualified employee to act as Installation Coordinator. This person will work closely with the Unisys consultants throughout the installation and assist Unisys by providing information about the Client network, Windows domain passwords, other information required to perform services defined in this SOW. Client's Installation Coordinator must have the authority to make timely decisions on behalf of City of Houston Police Department to facilitate adherence by both Unisys and Client to the project schedule.

**EXHIBIT B-1  
CHANGE REQUEST FORM**



Change Request Form

Change Request No:		Date Submitted:	
Project:			
Client:			
Requestor's Name / Title:			
Description of Change / Justification:			
Impact Study Effort:		Impact on Schedule:	
Client Authorization to Proceed:			
Impact on Project			
Cost:		Schedule:	
Specification of Change:			
Disposition of Request (Check One)			
Proceed with Change*:	Defer until end of Project*:	Cancel Change:	
Acceptance and Authorization			
Unisys Authorized Signature: Name/Title: Signature: Date:		Client Authorized Signature: Name/Title: Signature: Date:	
<p>* It is understood and agreed that all services provided in accordance with this Change Request are subject to the terms and conditions of the Master Agreement (Agreement # 12050006 currently in effect between Client and Unisys. Payment for the above charge shall be paid pursuant to the referenced Agreement.</p>			

**EXHIBIT B-2**

**CERTIFICATION OF COMPLETION**



Certification of Completion

Client Number	_____	Project Title	Dorado 4190 Implementation Service
Client Name	_____	Agreement Number	_____
Address	City of Houston Police Department	Agreement Dated	TBD
City, State, Zip	_____	Unisys Representative	_____

The following deliverables/milestones of this project are accepted by the Client as fully completed/accomplished on the date the Client signs below.

**DELIVERABLES/MILESTONES:**

Milestone 2: Successful completion of the services described in this SOW	
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Employee Signature: _____	Date: _____
Client Signature: _____	Date: _____
Client Name: _____	Date: _____

**EXHIBIT B-3**  
**Support Services Addendum**

## EXHIBIT C

### Equal Opportunity Ordinance

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.
6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

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

## Section A. Definitions and General Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

## Section B. Description of Service Elements

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

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

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

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

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

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

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

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

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

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

#### Services Not Included in Support Services

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

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

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

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

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

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

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

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

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

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

### Section C. Service Level Descriptions

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

Service Elements	Service Levels – Hardware Support Services					
	1 Mail-In	2 Advanced Exchange	3 Standard PPM	4 Standard PPM	5 Business Critical 7X24	6 Business Critical 7X24
Equipment On-Site Remedial Maintenance Service			NBD*	4HR	4HR	2HR
Mail-In Service	X					
Advance Exchange Service		X				
Equipment Maintenance Parts	X	X	X	X	X	X
Essential Engineering Changes	X	X	X	X	X	X
Electronic Call Home Support			X	X	X	X
Equipment Preventive Maintenance			X	X	X	X

\*Note: CRU maintenance plans are required.

Service Elements	Service Levels – Software Support Services					
	1	2	3	4	5	6
Support Center Service	X	X	X	X	X	X
User Communication Service	X	X	X	X	X	X
Software Maintenance Release Service	X	X	X	X	X	X
Electronic Support Service	X	X	X	X	X	X
Software On-Site Support					X	X
Systems Operations Review					X	X
Support Center Response Commitment						X

## Support Services Schedule

### Maintenance:

**Maintenance Level (HW and SW) : 5x9, 4 Hour Response  
for 3 years for the following product:**

<u>Qty Style</u>	<u>Description</u>
<b>Dorado Hardware:</b>	
1 DOR3225-OPS	Dorado Operations Server Model 5
1 DOR3225-OPS	Dorado Operations Server Model 5
1 HSC3043408-8GB	16P 300, FULL FABRIC, 1 P/S, 8Gb SFPs
1 HSC3041001-BRM	Universal slide for 200E, Dazzler, 3900, 4100 &MPR (RoHs)
1 HSC3043408-8GB	16P 300, FULL FABRIC, 1 P/S, 8Gb SFPs
1 HSC3041001-BRM	Universal slide for 200E, Dazzler, 3900, 4100 &MPR (RoHs)
16 CBL171-5	Cable: 5m Fiber OM2 2/4Gb 50/125 LC-LC
2 DOR1-WS	WRKST:HMP WORKSTATION
1 DOR104-SCV	SCSI voltage level converter
1 DOR4180	Dorado 4180 Non-metered Server for OS2200
1 DOR4180-ND2	Dorado 4180 second partition
2 DOR4000-SIO	Dorado 4000 IOP for storage
2 DOR385-EXT	Dorado PCI-X Channel Module
2 SCI1002-PCX	I/O: 2 Port SCSI channel HBA for Dorado
4 ETH21401-PCE	Dorado PCIe 4 PORT 1 Gb Ethernet copper
6 FCH1042-PCX	Dual port, 4GB fibre channel card for Dorado 700 and 4000

<u>Qty Style</u>	<u>Description</u>
<b>Dorado Software:</b>	
1 WDS2826404-LI	Windows Server 2008 R2 Std Edition (5 CALs)
1 WDS2826404-LI	Windows Server 2008 R2 Std Edition (5 CALs)
1 SMS8001-SBE	SYS MGT:SPO Basic Edition
1 SDL24180-003	IE:Dorado 4180 SDK Image Enabler 30 MIPS
1 SDK2418013-003	IOE:Dorado 4180 SDK SW REL 13 - 30 MIPS Base
1 CSW400-BOT	Intel-based Dorado Platform System Boot Tape
1 ECH20-CH	Call Home Service OS2200
1 CSP2110-LA1	SYS MGT:LA MX
1 CSP2110-OSM	SYS MGT:OSAM MX
1 CSP2110-PAR	SYS MGT:PAR MX
1 6810-00	FILE MGT:MEDIA MANAGER
1 IXS4000-BLD	UTIL SW:BUILD CPX
1 IXD1-MPC	MAPPER:DEV1USERCLRPTH LO
1 IXR1-MPC	MAPPER:R/T1USERCLRPTH LO
1 CSW20-BIS	BIS OS2200 Software
1 CSP2110-FTX	COM SW:CP FTP AND TAS
1 CSP2110-CUL	SYS MGT:TQ CULL
1 CSP2110-IAC	SYS MGT: TQ IACULL
1 CSP2110-SMN	SYS MGT:TQ SIMAN
1 BIL24180-011	IE:Dorado 4180 BIS Image Enabler 110 MIPS
1 BIS2418013-003	IOE:Dorado 4180 BIS SW REL 13 - 30 MIPS Base
8 BMS2418013-003	IOE:Dorado 4180 BIS - Addl 10 MIPS to 30 MIPS Base
1 CSW400-BOT	Intel-based Dorado Platform System Boot Tape
1 ECH20-CH	Call Home Service OS2200
1 CSP2130-LA1	SYS MGT:LA MX
1 CSP2130-OSM	SYS MGT:OSAM MX
1 CSP2130-PAR	SYS MGT:PAR MX
1 CSW20-SAU	SYS MGT:TQ SAUTILITIES
1 CSP2130-ASC	CMPLR:COBOL ASCII MX
1 CSP2130-FOR	CMPLR:FORTTRAN ASCII MX
1 6810-00	FILE MGT:MEDIA MANAGER
1 CSP2130-QLP	QUERY SW:QLP MX
1 IXS4000-BLD	UTIL SW:BUILD CPX
3 IXD1-MPC	MAPPER:DEV1USERCLRPTH LO
15 IXR1-MPC	MAPPER:R/T1USERCLRPTH LO

1 CSP2130-FTX	COM SW:CP FTP AND TAS
1 CSP2130-CUL	SYS MGT:TQ CULL
1 CSP2130-IAC	SYS MGT:TQ IACULL
1 CSP2130-SMN	SYS MGT:TQ SIMAN
1 CSP2130-DMQ	DATAMGT:NET DB W/ OPEN ACCESS

1 CSU20-BIS	SUBSCRN:BIS OS2200 SW LO
8 BMU24180-003	SUBSCRN:Dorado 4180 BIS - Addl 10 MIPS to 30 MIPS Base
1 BIU24180-003	SUBSCRN:Dorado 4180 BIS SW REL 12 - 30 MIPS Base
3 IXU1-DEV	SUBSCRN:MAP 1U-DEV LO
15 IXU1-MPC	SUBSCRN:MAP 1U-R/T LO

<u>Qty</u>	<u>Style</u>	<u>Description</u>
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**EMC - VNX Storage**

**Hardware:**

1 VNX530048-MFO	VNX5300 4 PORT 8G FC IO MODULE PAIR
1 VNX5153-SPS	2ND OPTIONAL SPS FOR VNX 51/53
1 VNX5300-KIT	DOCUMENTATION KIT FOR VNX5300
11 VNX300156-31	300GB 15K SAS DISK DRIVE
1 VNX5330015-1F	VNX5300 DPE;15X3.5 DRIVES - FIELD INST 8X300
1 VNX5153015-DAF	3U DAE WITH 15X3.5 INCH DRIVE SLOTS
4 CBL171-5	Cable: 5m Fiber OM2 2/4Gb 50/125 LC-LC
2 OSM1000-PRC	PWR CORD:IEC320-C13/C14

**Software:**

1 VNX5300-UBE	UNISPHERE FOR BLOCK AND VNX OE FOR A VNX 5300
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ATTACHMENT C

Contractor's Certification of No Safety Impact Positions  
In Performance of a City Contract

Janine Huebner  
Contracts Manager  
Unisys Corporation

I, \_\_\_\_\_ as an owner or officer of  
(Name) (Print/Type) (Title)

\_\_\_\_\_ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

July 12, 2012  
Date

Contractor Name Unisys Corporation  
Signature Janine Huebner  
Title Contracts Manager

ATTACHMENT D

CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF  
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES  
FOR CONTRACTORS

I, \_\_\_\_\_ as an owner or officer of  
(Name) (Print/Type) (Title)

\_\_\_\_\_ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

\_\_\_\_\_  
Date

Contractor Name \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_



**CERTIFICATION OF AGREEMENT TO  
 COMPLY WITH PAY OR PLAY PROGRAM**

Contractor Name: Unisys Corporation \$ \_\_\_\_\_  
(Contractor/Subcontractor) (Amount of Contract)

Contractor Address: 801 Lakewood Drive, Ste 100, Blue Bell, PA  
19422

Project No.: [GFS/CIP/AIP/File No.]

Project Name: [Legal Project Name]

In accordance with the City of Houston Pay or Play Program authorized by Ordinance 2007-534, Contractor agrees to abide by the terms of this Program. This certification is required of all contractors for contracts subject to the program. You must agree EITHER to PAY or to PLAY for each covered employee, including those of subcontractors subject to the program.

- Yes  No Contractor agrees to Pay \$1.00 per hour for work performed by covered employees under the contract with the City and to ensure compliance by covered subcontractors and contract labor to the terms of the Pay or Play Program.
- Yes  No Contractor agrees to provide health benefits to each covered employee and ensure compliance by the covered subcontractors. The health benefits must meet the following criteria:
  - (1) the employer will contribute no less than \$150 per employee per month toward the total premium cost; and
  - (2) the employee contribution, if any amount, will be no greater than 50% of the total premium cost and no more than \$150 per month.
- Yes  No Contractor agrees to pay on behalf of some covered employees and contract labor and play on behalf of other covered employees, in accordance with program requirements, including subcontractors' employees, if applicable. (NOTE: IF YOU SELECT YES ON THIS OPTION PLEASE CHECK YES ON THE ABOVE TWO OPTIONS "AGREES TO PAY AND AGREES TO PROVIDE HEALTH BENEFITS")
- Yes  No If contract labor is utilized the Contractor agrees to report hours worked by the contract laborer and Pay \$1.00 per hour for work performed.
- Yes  No Contractor will comply with all provisions of the Pay or Play Program and will furnish all information and reports requested to determine compliance with program provisions.
- Yes  No For Prime Contractors Only: Contractor will file compliance reports with the City, which will include activity for subcontractors subject to the program, in the form and to the extent requested by the administering department or the Office of Business Opportunity. Compliance reports shall contain information including, but not limited to, documentation showing employee health coverage and employee work records.

*Estimated Number of:	Prime Contractor	Sub-Contractor
Total Employees on City Job	2	0
Covered Employees	2	0
Non-Covered Employees	0	0
Exempt Employees	2	0

\*Required  
 I hereby certify that the above information is true and correct.

Janine Huebner  
 CONTRACTOR (Signature)

July 13, 2012  
 DATE

**Janine Huebner**  
 NAME AND TITLE (Print or ~~Contract~~ Contracts Manager  
 Unisys Corporation

*Agency Identification*

Agency Name <b>City of Houston Police Department</b>		ORI <b>TXHPD0000</b>
Agency Address <b>1200 Travis</b>		
City <b>Houston</b>		Zip <b>77002</b>
Agency Representative (Title and Name)		
Phone Number	Fax Number	
Email address		

*Contractor Identification*

Company Name <b>Unisys Corporation</b>		
Company Address <b>445 Capri Blvd.</b>		
City <b>Treasure Island</b>		State <b>FL</b>
		Zip <b>33706</b>
Contractor Representative (Title and Name) <b>Randy Shushtari, Account Executive</b>		
Phone Number <b>727-363-6550</b>	Fax Number <b>215-540-1712</b>	
Email address <b>randy.shushtari@unisys.com</b>		

Submit hard copies and any applicant finger print cards to:

Via USPS:  
Texas Department of Public Safety  
CJIS Security Office \ Information Technology  
P O Box 4143 MSC 214  
Austin, TX 78765-4143

Via overnight carrier:  
Texas Department of Public Safety  
CJIS Security Office \ Information Technology  
5805 N. Lamar, Bldg. G  
Austin, TX 78752

Email can be sent to: [Security.Committee@txdps.state.tx.us](mailto:Security.Committee@txdps.state.tx.us)

Main office number is: (512) 424-5686

Parties may use the following Security Addendum with the Texas Signatory Page or, in their contract, choose to incorporate the Security Addendum by reference. If the Addendum is incorporated by reference into the contract, a copy of the contract must be provided to the TX DPS CJIS Security Office.

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

**Legal Authority for and Purpose and Genesis of the  
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a) (7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental

agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
  - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
  - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
  - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United

States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

#### 1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

#### 2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

#### 3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

#### 4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

#### 5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

#### 6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director  
Criminal Justice Information Services Division, FBI  
1000 Custer Hollow Road  
Clarksburg, West Virginia 26306

**Texas Signatory Page**

The undersigned parties agree that the *Security Addendum* is now a part of the contract between the entities. The parties agree to abide by all requirements of the *Security Addendum* and the *CJIS Security Policy*, and it shall remain in force for the term of the contract. Any violation of this addendum constitutes a breach of the contract.

To the extent there is a conflict between a confidentiality clause in the underlying contract and the *Security Addendum* and/or the *CJIS Security Policy*, the *Security Addendum* and the *CJIS Security Policy* shall govern any information covered by the *Security Addendum* and/or the *CJIS Security Policy*.

(To be signed and dated by the vendor and law enforcement agency representative(s) who signed the original contract, or at least who have authority to bind each entity.)

\_\_\_\_\_  
Printed Name of Agency Representative

\_\_\_\_\_  
Signature of Agency Representative

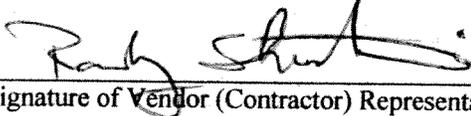
\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency Name and ORI

\_\_\_\_\_  
Date

Randy Shushtari

\_\_\_\_\_  
Printed Name of Vendor (Contractor) Representative



\_\_\_\_\_  
Signature of Vendor (Contractor) Representative

Account Executive

\_\_\_\_\_  
Title

Unisys Corporation

08/17/2012

\_\_\_\_\_  
Vendor Organization Name

\_\_\_\_\_  
Date