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Oct. 2007 jcp

October 3, 2007

Ms. Linda Boles, Purchasing Supervisor
Dallas County Purchasing Department
509 Main Street, Room 623 Records Building
Dallas, TX 75202

Re: RFQ 2007-082-2822 – Inmate Phone Service Provider – Unisys BAFO Response

Dear Ms. Boles:

Thank you for giving the Unisys Team the opportunity to respond to Dallas County's Inmate Phone Service Provider BAFO request. We have reviewed the clarifications carefully and have worked very hard on improving our response to advantage Dallas County.

Highlights of our updated response include:

- Proposed commission of **59 percent** for all long distance calls.
- Proposed commission of **59 percent** for local calls based on the flat \$2.00 local call surcharge established by the County.
- Proposed language for any contractual terms that we would like to discuss with Dallas County.
- Inclusion of support for visitation telephones.

As we have stated in prior submissions, we believe that the Unisys Team is the right choice for Dallas County: we have the right team with proven, successful experience to reduce risk and we have the right solution that has been deployed with high customer satisfaction.

The Unisys Team looks forward to the opportunity to discuss, clarify, and negotiate our proposal, and subsequently assist Dallas County with this important initiative. If you have any questions about the Unisys proposal, please contact *Kate Connolly*, our executive for Texas Public Sector. I can be reached at 512-402-1611, at the local Austin Office noted above or by email: kate.connolly@unisys.com.

Very truly yours,

Kate Connolly
Executive Director
Texas Public Sector

**GOVERNMENT
EXHIBIT NO.
356**
3:14-CR-293-M

1. Executive Summary

Unisys is proud to team with Value Added Communications, Inc. (VAC) and submit this Best and Final Offer (BAFO) for the Dallas County Inmate Phone Service (IPS). The Unisys Team has the people, experience, technical solution, delivery approach, and financial stability that make us the right partner to implement Dallas County's next generation IPS.

The Unisys Team has the people and experience to deliver best value to Dallas County. We offer best-in-class hardware and software to provide the optimum solution for the next-generation Inmate Phone System (IPS.) This team has extensive experience designing and providing inmate telephone systems for Federal and state and local prison populations, installing and maintaining large-scale nationwide and state systems, and working in partnership with our customers to develop enhanced solutions. Our proposed staff have successfully managed large-scale telecommunications systems programs; possess knowledge of Dallas County policies, procedures, and culture; and have hands-on experience with the a range of correctional systems. The team has more than 100 years of combined experience delivering solutions in the corrections and law enforcement arena. We offer a proven solution and a learning curve that is lower and shorter than any other approach.

Our delivery and transition approach mitigates critical risks to the Dallas County IPS program. VAC has significant experience supporting the transitioning local, state, and Federal Department of Corrections Inmate Telephone Systems (ITS) and Unisys is currently doing an exemplary job of managing the transition from the Federal ITS-2 program to the ITS-3 program. Our Federal Bureau of Prisons (BOP) customer is highly satisfied with our delivery thus far, particularly with our success at meeting and/or exceeding every milestone established in the original Statement of Work. Unisys is proposing the VAC Focus 100 system to meet the requirements of the Dallas County IPS. In addition to providing a smaller, high-density hardware footprint and technological refresh capabilities, the Focus 100 system can be quickly installed, requires low maintenance, and provides advanced remote monitoring and configuration capabilities.

We are highly qualified and experienced in migrating customers from legacy to next-generation systems. The Unisys Team also features the installation and support capabilities of more than 1200 Unisys employees in Texas. In addition to our proposed on-site personnel, we have field support staff located at team facilities within 30 minutes driving distance of most Dallas County correctional facilities. Based on all of these facts and considerations, the Unisys Team is confident that we offer Dallas County the lowest risk solution for the IPS.

Our team is the right team to deploy and maintain Dallas County's inmate phone service. The full intellectual property and research and development capabilities of Unisys and

VAC will be brought to bear on the Dallas County's needs. The Unisys Team represents the best choice to achieve the next-generation of inmate telephone capabilities. We understand that, in addition to the Dallas County's need to meet basic IPS operational requirements, the County would benefit from solution options that could address criminal and other inappropriate inmate conduct. Our solution incorporates outstanding three-way call detection capabilities. In addition, we offer optional security and investigative services such as automatic verification of the inmate caller through voice recognition and key word and phrase scanning of recorded calls. We are already developing enhancements to the required capabilities – putting us in an advanced position and making us the only IPS provider that can reliably help the County realize the full potential of the IPS. With the Unisys Team solution, Dallas County will have a system with more functionality and greater dependability than any alternative offering, and one that takes full advantage of latest advancements in technology to assist the County in satisfying future needs.

The Right Team

The Unisys Team is committed to the successful delivery and operation of the Dallas County IPS. We understand County policies and procedures; successfully developed, delivered, and operated the IPS for the BOP and the states of Colorado, Missouri, Washington, and Pennsylvania. The Unisys Team's proposed program management staff understands the corrections environment and has a demonstrated ability to exceed customer expectations.

The Unisys Team is focused on bringing to this engagement the most qualified and skilled staff, with the highest level of expertise and best-in-class capabilities. Together, Unisys and VAC represent this optimum mix of attributes. We have created a truly integrated working partnership for the delivery and operation of the IPS. This partnership is built on:

- A shared commitment to the success of the IPS
- Meaningful and open communications
- Accountability for results
- Trust
- Flexibility
- Risk sharing.

As the prime contractor, Unisys will be responsible for the overall effort and will provide the leadership to achieve success. In the spirit of our partner relationship and based on its state inmate system experience and expertise, Unisys will look to VAC for substantive input to our leadership approach and decisions. The following table provides a summary of the qualifications the Unisys Team brings to the program.

<p>Unisys</p>	<p>Headquartered in Blue Bell, Pennsylvania, with three local offices in Texas, Unisys is a publicly held Fortune 500 company with more than \$6 billion in annual revenue. We have a proud 118-year history of creatively helping businesses and governments apply information technology (IT) to achieve new levels of competitiveness and success. Our 36,000 employees serve more than 50,000 clients, including more than 1,500 government agencies worldwide, as well as over 900 local governments. Unisys is one of the largest IT solutions providers and manufacturers of some of the most reliable, high-performance servers in the world. As a major systems integrator, Unisys has successfully met some of the most complex commercial and federal IT implementation challenges. Unisys is also one of the world's largest telecommunications system integrators and a global leader in biometric research, development, and application. Our expertise in both areas will provide Dallas County with an unparalleled source of industry experts and capabilities. Unisys has more than 100 telecommunications service provider customers in 40 countries. The company's speech recognition solutions group has been awarded four patents and currently has six patents pending. Over the last 3 years, we have spent more than \$1 billion on research and development to maintain our competitive edge in the IT market.</p>
	<p>Value-Added Communications, Inc. (VAC) was formed in 1988 in Plano, Texas, to provide automated, cost-effective call processing technology and services to the telecommunications industry. Since 1998, VAC has been an integral component of the Federal Bureau of Prisons Inmate Telephone System program. VAC has installed its state-of-the-art call processing technology in all Federally controlled confinement facilities across the United States. VAC's extensive experience managing Federal inmate telephony projects and managing call revenue allows the Unisys Team to leverage lessons learned by the company on previous engagements and benefit from VAC's knowledge and understanding of deploying and operating inmate telephony systems in the Federal and state corrections environments.</p>

One of the strengths of the Unisys Team is our R&D investment in hardware we produce to satisfy current industry and government requirements. Unisys is the only IPS prime that manufactures hardware. The Unisys Team offers the County an unmatched ability to ensure high IPS reliability and system performance. We provide some of the most reliable and scalable servers in the world. For example, our hardware is used by global financial service institutions and telecommunications providers to process trillions of dollars of transactions and millions of voice communications per day, respectively. To ensure we are always able to provide the levels of performance our clients expect, Unisys maintains strategic and collaborative relationships with the leading IT vendors. We share, for example, enterprise-class competency centers with Microsoft and Intel, which are chartered to provide highly qualified expertise and deploy highly reliable solutions in a Windows operating environment.

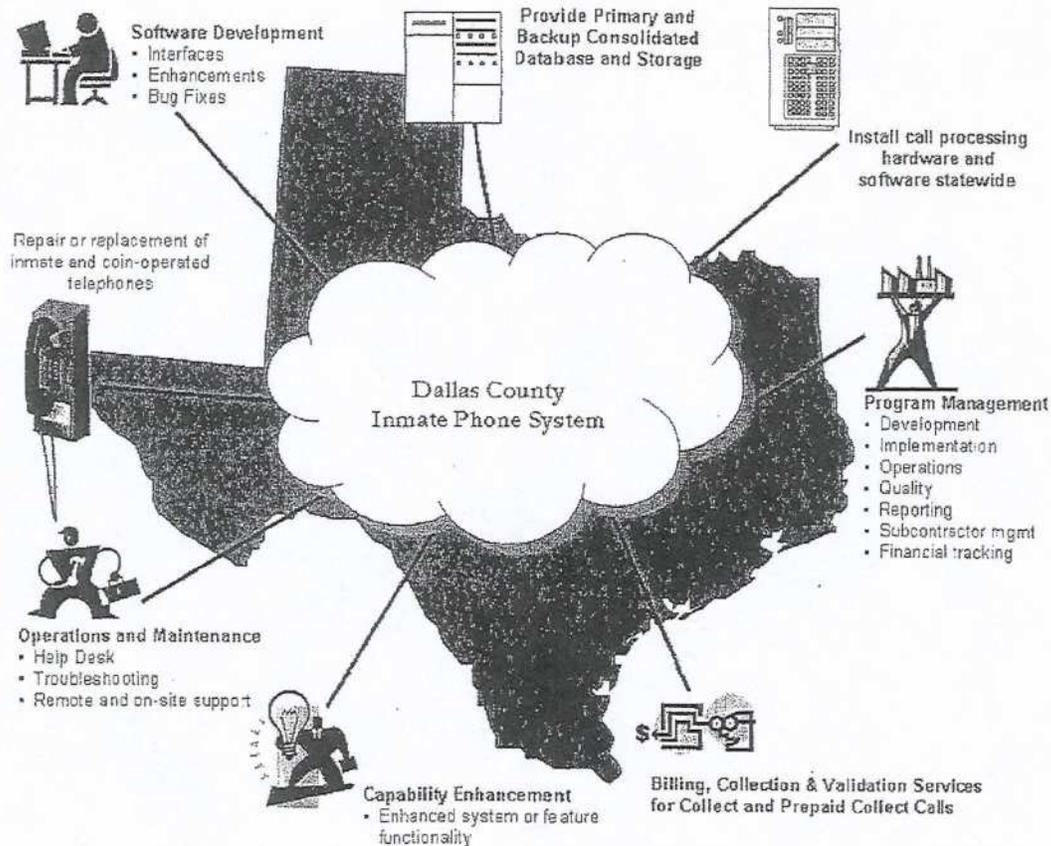
Unisys' teammate, VAC, has a proven record of supporting the FBOP and state correctional customer over the past 9 years. Prior to the Federal BOP contract, Unisys conducted an extensive evaluation of alternative vendors and products (e.g., Securus, ICS, and Radical) and determined that VAC offered the mix of solution functionality, quality-driven services, and familiarity of the environment that is essential to ensuring IPS program success. As discussed in our Phase I RFQ response, VAC's inmate calling solution—Focus 100—meets or exceeds all of the technical requirements of the statement of work. Unisys considers VAC a best-in-class inmate telephony provider. While our teaming arrangement with VAC is non-exclusive, VAC was our only choice for partner for this engagement. Unisys and VAC have already built a solid working relationship, and we are confident of our ability to partner with the County for the successful rollout of the next-generation IPS.

The Right Solution

The Unisys Team's solution comprises the optimum IPS technical solution, the right organizational structure, the right people, and a management approach designed to ensure team cohesiveness, maintain open and clear lines of communication, emphasize delivery and customer satisfaction, develop software on-time and with high quality, and enable rapid and effective response to short- or long-term directional change.

Based on our IPS experience and lessons learned, we understand that meeting the County's high expectations for IPS operations and support over the next 10 years requires a well organized and capable team that can provide knowledgeable and experienced staff and best-in-class hardware and software solutions. The Unisys Team's approach ensures the provision of the optimum IPS solution, while minimizing County risk in all of the program areas listed below and depicted in following diagram.

- Program management (cost, schedule, reporting, quality, subcontractor management, financial tracking)
- Software development (e.g. interfaces, enhancements, additional functionality)
- Configuration and installation of call processing hardware and software at correctional sites statewide
- Billing, collection, and validation services for collect and pre-paid collect calls with an emphasis on accuracy, revenue assurance, and bad debt management
- Systems operations and maintenance support (e.g., help desk, remote, and onsite support)
- Repair or replacement of inmate telephones
- Capability enhancement.



Highlights of the components of the IPS solution depicted above are briefly addressed in the following sections.

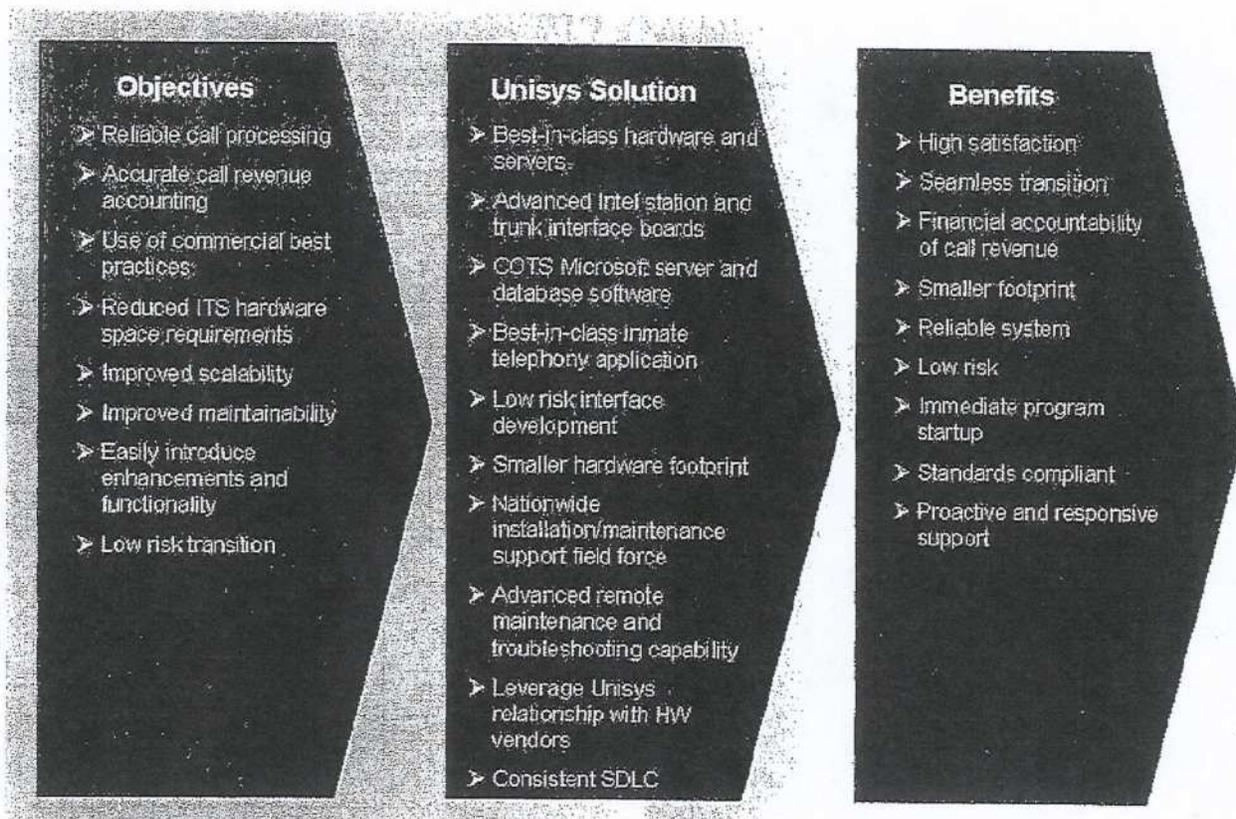
Technical Highlights

The VAC Focus 100 solution meets or exceeds all the requirements set forth in the statement of work and is proven in the correctional environment. The Unisys Team solution uses the highest quality commercial off-the-shelf hardware products— products that are also highly reliable and scalable. The solution will provide maximum system availability, efficiently accommodate system enhancements and additional future functionality, and result in the best value over the life of the IPS.

The engineering of the IPS technical solution began approximately four years ago, when VAC began evaluating the possibilities of creating a system to meet the growing challenges of the inmate calling industry, e.g. size of equipment, growth of the user population, rate of technological advancements, and systems costs. The result of this evaluation and engineering process was a system designed specifically to meet the anticipated needs of the large scale, multi-campus corrections environment. The proposed solution for the County was specifically

designed for a corrections environment such as that in Dallas County. Meeting the County's requirements will require that these systems combine multiple, high-density switching units. The Focus 100 system is easily configurable to comply with the requirements of multiple institutions, high-population facilities, and various voice and data transmission platforms, as well as accommodate new trends in technology. The Dialogic cards utilized by Focus 100 were specifically chosen for their high-density capabilities and their adaptability to various DOC facility platforms, representing the smallest hardware footprint and most cost-effective solution available in the inmate marketplace today. The Dialogic cards were chosen after an extensive 1-year market analysis of the predominant telephony card providers, including Brooktrout. Results of this analysis revealed that only Dialogic had taken the initiative to look to the future of telephony needs and requirements. The other providers could not match the capacities, capabilities, and adaptability of Dialogic telephony boards. In addition, Dialogic and VAC established an excellent engineering development relationship, encompassing rapid response to support, upgrade, and engineering change process requirements to meet Focus 100's high demands. Utilization of any card other than those provided by Dialogic will limit the County's ability to adapt as technology changes around them.

The diagram below summarizes the features and benefits of the Unisys Team's solution that exceed the County's IPS objectives.



Program Management and Key/Critical Personnel Highlights

The best services companies are a reflection of the quality and commitment of their employees. We have selected a proven and well-experienced staff of senior managers and engineers for the County engagement who have made substantial contributions to Unisys and VAC. Each proposed staff member has the breadth and depth of relevant experience and the qualifications required to effectively support high-visibility IT and telecommunications programs. The Unisys Team's Dallas County IPS program organization is structured to leverage the core capabilities of each company and to ensure the implementation and management of the effort in the most efficient and cost-effective manner. Unisys has a strong history of fostering integrated and "badgeless" program organizations that comprise well-motivated and client-focused staff. The processes and tools outlined in our Program Management Plan (including the use of a web portal), have proven successful in Unisys' management of large Federal IT projects and have demonstrated their effectiveness in enhancing team communications. The following table provides a high-level profile of the Unisys Team's proposed staff.

Unisys Team Staff Member	Key Responsibilities
Mr. Robert Bratt , Unisys Justice Practice and Managing Partner Executive Sponsor for Dallas County IPS	<ul style="list-style-type: none"> • Lead for all Unisys' Department of Justice (DOJ) projects • 28 years of extensive experience overseeing, managing, and implementing complex multi-million dollar programs • Over 22 years with the DOJ, where he demonstrated the ability to navigate and resolve difficult budget, development, implementation, schedule, and delivery issues associated with IT projects and U.S. Federal policy programs • Served as the PM on an \$800-million program for Telcordia Technologies, a CMM Level 5-rated telecommunications software company
Fadi Zara , Unisys Project Manger and IPS System Administrator*	<ul style="list-style-type: none"> • Responsible for the entire scope of the engagement and the delivery of the IPS solution and for the overall solution deployment to the correctional facilities • Experience providing quality support and maintenance for the BOP ITS-2 and 3 • 8+ years of experience managing projects • More than four years managing telecommunications and telephony projects including the BOP ITS-3 • 4 years of experience managing a team of engineers implementing a \$35-million global telecommunications infrastructure through out and also a quality information system for Daimler Chrysler • Will relocate to Dallas after award
Keith Eismann , VAC Customer Liaison Manager	<ul style="list-style-type: none"> • Worked in the telecommunications industry for over 23 years and is one of the pioneers of the Inmate Telephone Services Industry. • Spent 20 years with MCI Communications/Verizon where he was instrumental in the development and management of MCI's Inmate Telephone Services division. • Directly responsible for the sales, contract negotiation, financial development and on-going executive level management of each of MCI's Inmate Telephone System Customers to include the States of Florida, New York, Louisiana, Ohio, Virginia and Colorado as well as many large County customers to include Dallas County, Texas, St. Louis County, Missouri and Hillsborough County, Florida.
Steve Hodge , VAC	<ul style="list-style-type: none"> • Chief Architect of the Focus 100 solution

Unisys Team Staff Member	Key Responsibilities
Chief Architect	<ul style="list-style-type: none"> • Responsible for the overall solution architecture and will manage the development and architecture teams • Co-founder of VAC; Executive Vice President of Product Development • Over 20 years of experience in the telecommunications industry with KTI Corporation and VAC

*Key Personnel

Software Interface Development

The Unisys Team's Software Development Plan (SDP) establishes the controls and framework for all software development activities, ensuring all requirements are completed on schedule and per high-quality standards. The Unisys Team's SDP includes the use of the most current methodologies and templates for meeting the County's expectations and requirements. Although it is a repeatable process of sequential order, the plan enables multiple development efforts to be executed simultaneously. All software will be developed in Plano, Texas, by VAC employees, with quality assurance and testing oversight provided by Unisys.

Configuration and Installation Highlights

The Focus 100 is relatively easy to install and presents fewer risks than other inmate telephone systems. Each Focus 100 system can easily be installed within a 2-day period. The Unisys Team has a detailed installation plan that incorporates the lessons learned by VAC on the Federal ITS-1, ITS-2 and ITS-3 transitions and state installations over the last several years. Unisys and VAC personnel will share IPS installation responsibilities as is currently occurring on the Federal ITS-3 program. The combined resources of Unisys's field engineering force with VAC personnel will facilitate a highly effective implementation of the IPS. The use of a standardized IPS architecture, combined with a well-documented installation plan and our team's installation experience, will substantially reduce the associated learning curve, reduce risks, and help ensure on-time installation.

Call Billing, Collection, and Validation

A growing number of recipients of inmate telephone calls subscribe to less-expensive Competitive Local Exchange Carrier (CLECs) services. The disadvantage of these CLECs to the inmates is that most do not have billing arrangements with other telephone companies, making the receipt of collect calls an unavailable option. This directly impacts associated call revenue because some inmates are unable to place collect calls to desired parties that use CLECs. VAC has developed a solution to this problem that allows for anyone to receive calls from inmates, regardless of their Local Exchange Carrier (LECs). Known as the Revenue Assurance Program, it comprises three components, which provide the following calling benefits:

- VALTRAN—performs multiple calculations from various data sources to determine if a call can be billed.

- ASSURE—gathers call information that is not available in the Line Information Database (LIDB) from multiple sources to assist VALTRAN in performing billing calculations.
- V-CONNECT—provides customers with a quick, secure, and reliable method of accepting and paying for prepay calls while also ensuring that all of the revenue is collected.

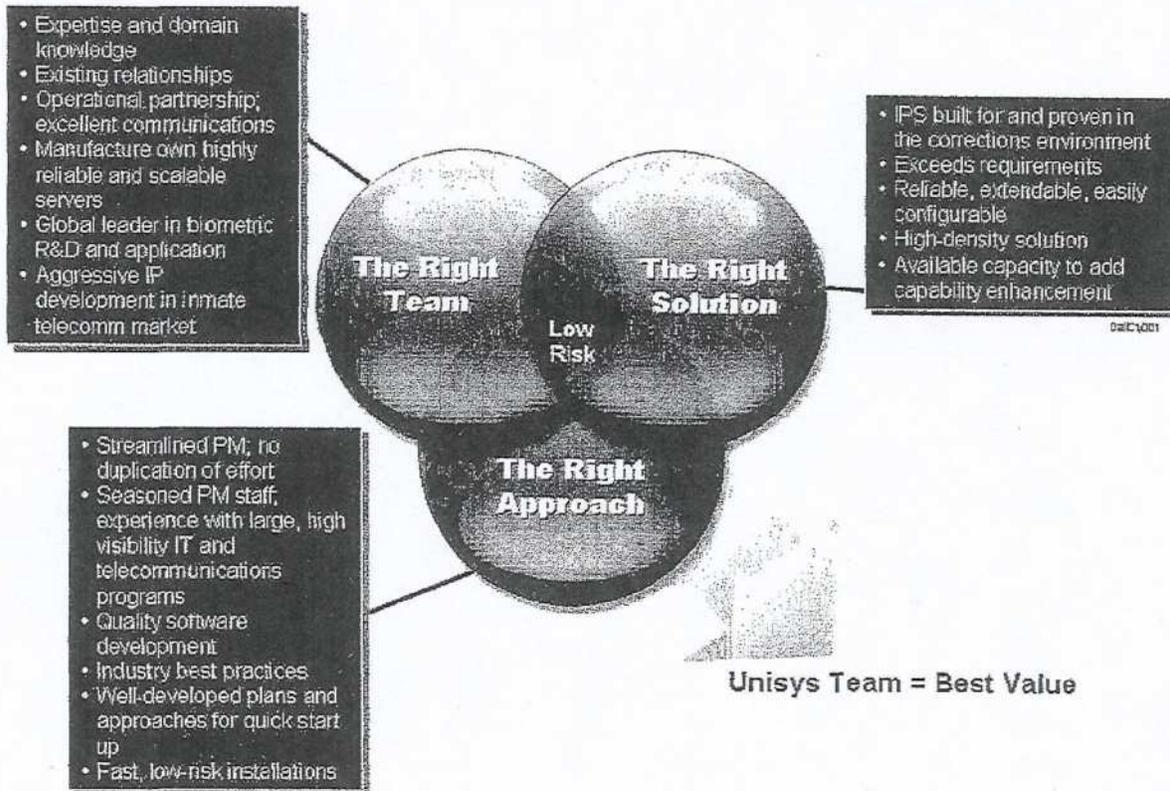
VAC also provides services and capabilities that include credit validation, predetermined spending limits, a knowledgeable/courteous/multilingual Customer Service Department, and a host of payment options to fit the called party's needs. The Revenue Assurance Program encompasses proprietary systems and services, which offer a safe and viable alternative to collect calls.

Operations and Maintenance Highlights

The integration of the Unisys' field operations staff and the resources of VAC's Technical Assistance Center (TAC) will ensure streamlined operations, maintenance, and professional solutions team support for the County. VAC's extensive experience providing telephonic support for BOP and several state prison systems will benefit the County by minimizing the maintenance ramp-up and orientation period normally required on this type of engagement. Once IPS is operational, the on-site technician will be the single point-of-contact for any maintenance and operational issues. That person and the systems will also be supported by the VAC TAC on a 24x7x365 basis. Team technical experts will use the latest available diagnostic tools and knowledge bases to perform first-level technical triage on all calls received from County staff. Should additional on-site support be required, Unisys field staff or VAC staff in the Plano office will be ready to respond. VAC's 19-plus years of experience in the inmate telephony business and 9 years directly supporting the BOP, combined with Unisys' more than 30 years of field support expertise, as well as the presence of our team's Field Repair/Site technicians and Service Representatives and Unisys office facilities in Dallas, will ensure high-quality, responsive, and comprehensive operations and maintenance support.

Capability Enhancement

The Unisys Team also offers proven systems integrator expertise that can help ensure the development of solutions to enhance the County's contribution to the fight against fraud and other criminal conduct by integrating functionality such as word spotting or voice verification into its IPS. Unisys is one of the world's largest telecommunications system integrators and a global leader in biometric research, development, and application. We have worked with companies such as Nuance, ScanSoft, VoiceGenie, Diaphonics, Vocent, Trade Harbor, and Nexidia, which provide speech technology to the telecommunications and financial services industry and U.S. Federal Government. VAC Focus 100 systems can also be easily integrated with VAC VSCAN word search application.



Summary

As the industry leader in providing world-class inmate telephone systems, the Unisys Team is committed to working in partnership with the County to meet your IPS goals and objectives. We will do so by implementing best-in-class hardware and software, leveraging existing capabilities and knowledge, and driving increased productivity to lower operating costs and increase revenue. We offer Dallas County an IPS solution built for and proven in multiple corrections environments. We are confident our solution and services will exceed County expectations. The IPS solution offered by the Unisys team is reliable and scalable. Our solution will efficiently accommodate system enhancements and additional future functionality, security and fault/tolerance redundancy. We are also confident that we are the team best suited to work with the County to identify new system capabilities and services that will increase your ability to detect and eliminate criminal activities conducted over the IPS while maximizing revenue. As illustrated in the Figure below, the Unisys Team is confident that we offer the County the best value IPS solution and associated services. Our approach assures proven best practices in management of large-scale systems. Our well developed plans and approaches for quick start up and low-risk transition from legacy to next generation systems facilitate fast, low-risk installations and our large field force will offer reliable and responsive on-going support. We are excited about the opportunity to work with you to deploy and maintain a highly reliable and robust IPS solution.

2. Response to BAFO Points

2.1 Commission for Local Calls

Dallas County wishes to establish a price of \$2.00 for a local, 15 minute call. Please provide the commission rate for this established price.

Unisys Response:

Unisys is proposing a commission of 59% for local calls based on the flat \$2.00 local call surcharge established by the County.

2.2 Commission for Long Distance Calls

In addition to the price established for local calls, Dallas County wants to ensure that rates for long-distance calls are lowered from the current rates. Please refer to the original RFP and the associated documents (addenda and general information) and provide pricing/commission rates for long-distance service that is lower than the current rates.

Unisys Response:

Unisys is proposing a commission of 59% for all long distance calls. The Unisys proposed rate schedule for each long distance call type is provided in the following table.

The Unisys proposed domestic rate schedule for each call type is provided in the following table.

Proposed Rates			
Call Type	Surcharge	Rate Per Minute	Total \$ Per 15 Min Call
Local	\$ 2.00	\$ -	\$ 2.00
IntraLata	\$ 3.50	\$ 0.20	\$ 6.50
InterLata	\$ 3.50	\$ 0.29	\$ 7.85
InterState	\$ 3.85	\$ 0.80	\$ 15.85

International Long Distance will be provided via Pre-Paid Collect and Inmate Paid Debit. The following International Rate Schedule will apply to these call types.

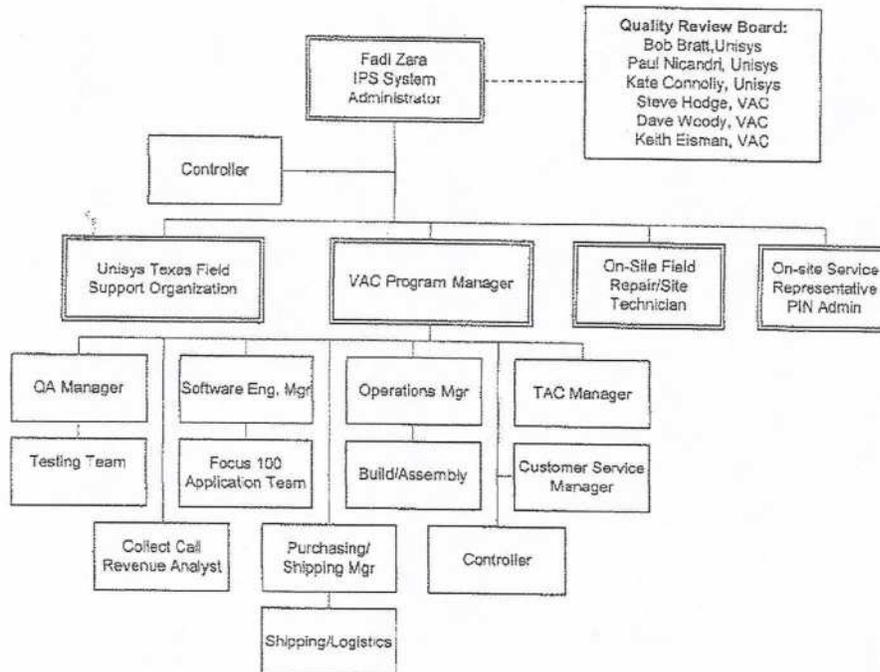
Proposed Rates			
Call Type	Surcharge	Rate Per Minute	Total \$ Per 15 Min Call
International	\$ 3.85	\$ 0.80	\$ 15.85

2.3 Key Personnel

Identify and submit resumes for any changes to key personnel proposed for this project.

Unisys Response:

Unisys does not have any changes to our key personnel that was presented in our Phase I response and highlighted in our Executive Summary of this document. Our IPS program management organization is structured to provide responsive support for the Dallas County IPS program. It features single point of contact accountability with our IPS System Administrator Mr. Fadi Zara and leverages the expert resources of VAC associated with software development, logistics and staging, help desk support, quality assurance, and billing. As illustrated in the following organization chart, there will be one full time on-site field technician and one full-time service representative that will report directly to Mr. Zara. The Dallas County IPS program will benefit from the team building and cohesiveness that has developed between Unisys and VAC over the last three years. As with the Federal BOP program, VAC will have a designated program manager that will report to Mr. Zara. Mr. Zara will also have the support of the Texas-based Unisys field services division at his disposal.



2.3.1 IPS System Administrator**Unisys Response:**

The Unisys Team recognizes the importance of providing the County with accessible, reliable, and knowledgeable professionals who understand inmate telephone systems and have the experience and technical abilities necessary to successfully deploy and maintain the IPS solution. Mr. Zara was selected to lead the Dallas County effort based on his outstanding record of program management, his performance and experience supporting inmate telephone system projects, and his information technology and engineering curriculum vitae.

Mr. Zara brings more than 13 years of increasingly responsible information technology project management and technical delivery experience to the project. He holds a Master of Science in Engineering Management from George Washington University, a Bachelor of Science in Computer Information Systems from the University of Phoenix, and an Associate of Science in Macomb Community College Mechanical Engineering. Mr. Zara is also a Six Sigma Master Black Belt and has extensive training in project, quality, and financial management disciplines.

In particular, Mr. Zara has more than four years experience managing the deployment of complex national and international computer-based telephone systems including two generations of inmate telephone systems at the Federal-level for the Bureau of Prisons. He was intimately involved in the system design and deployment schedule and currently manages the deployment activities for BOP's next generation ITS-3. He works closely with VAC personnel providing day-to-day direction of deployment, installation, acceptance testing, and maintenance support. Under his leadership, Unisys is well ahead of the original ITS-3 deployment schedule and Mr. Zara has earned high marks from his customer. Mr. Zara's successful working relationship with VAC result in a cohesive and integrated program management office with a common understanding of the work to be performed, and an appreciation for how each company operates.

2.4 Minority/Women Business Compliance

If there are changes in the Minority/Women Business Compliance Documents, explain the changes and re-submit the appropriate M/WBE forms included in the RFQ.

Unisys Response:

Unisys does not have any changes to our commitment to use M/WBE subcontractors in support of this program. As communicated in our Phase I response, and Phase II oral presentation, the full-time Service Representative/ PIN Administration position will be staffed by G&A Telecommunications, Inc., a registered M/WBE firm based in Carrollton, Texas. The value of this contract to G&A is estimated to be \$420,000.00 over the life of the contract. This dollar amount represents approximately 38% of Unisys's total on-site labor budget. G&A currently provides payphone services for Dallas Area Rapid Transit Authority.

2.5 Comments Regarding Standard Requirements, Terms, and Conditions

Attached with this letter is a draft of the contract outlining standard requirements, terms and conditions of which your firm will need to comply with. Please review and provide any comments and/or exceptions.

Unisys Response:

Unisys takes exception to the following provisions contained in the Dallas County draft Contract and offers the following proposed language for the County's consideration:

Section	Section Title	Proposed Language
8	Contractor's Software	<p>Except as indicated herein below, or as the Parties may otherwise agree in writing, development or improvements made to the Software provided by CONTRACTOR under this Contract shall be considered instantly vested and fully owned by CONTRACTOR as fully and completely as if a proper, enforceable work for hire under the copyrights laws. If any such Software improvements are not considered a work made for hire under applicable law, COUNTY hereby irrevocably assigns to CONTRACTOR all of COUNTY's right, title, and interest in and to such improvements. COUNTY shall execute any documents and take any other actions reasonably requested by Service Provider to accomplish the purposes of this Section. If for any reason CONTRACTOR fails to obtain ownership of the improvements and such ownership is vested in</p> <p>COUNTY or its employees or agents, COUNTY agrees to i) promptly and legally transfer rights in such improvements to CONTRACTOR wherever possible and (ii) wherever not possible, at no cost to the CONTRACTOR promptly grant to the CONTRACTOR a perpetual, exclusive, royalty-free and world-wide license to use the SOFTWARE improvements for any purpose, and to assign and sublicense its license rights.</p> <p>The Parties further agree that, upon any expiration/termination of this Contract, in the event COUNTY elects to enter into a license with CONTRACTOR for the Software (including any improvements) such license will be at any then-existing pricing and license terms, provided such terms are commercially reasonable (said terms potentially including a fee to defray the costs associated with separating the Service Provider Software (including any improvements) from the infrastructure upon which they reside), COUNTY shall not pay any additional fees or other consideration for Software improvements conceived or reduced to practice during the course of (and in conjunction with the Services associated with) this Contract.</p> <p>The Parties further agree that, in the event COUNTY elects to enter into a license with CONTRACTOR for the Software (including any CONTRACTOR Software improvements), such license shall (1) be for the express benefit of COUNTY alone; and include a commitment by COUNTY that no third party (including any third party service provider providing services, such as IT services, to COUNTY) shall have access to the Software (including any CONTRACTOR Software improvements) without a contractual commitment that (2a) said third party's access and use shall be limited to access and use for the express benefit of COUNTY alone; and (2b) said third party shall not access or use Software (including any improvements) for the purpose of developing or modifying a competitive product.</p> <p>COUNTY's right to use the Software and Third Party Software is granted only during the term of this Contract.</p> <p>Any additions or modifications to this Section shall be made by mutual agreement of the Parties.</p>
9 (2)	Termination: With Cause	2) With Cause: County reserves the right to terminate this Contract

Section	Section Title	Proposed Language
	(Unisys accepts the Termination language preceding section 9(2))	<p>immediately in whole or in part, at its sole discretion for the following reasons:</p> <ul style="list-style-type: none"> a) Lack of, or reduction in, funding or resources; b) Non Performance: CONTRACTOR'S substantial non-performance of the specifications of this Contract or non-compliance with the material terms of this Contract shall be a basis for termination of the Contract by the County. Termination, in whole or in part, by the County under this Section may be made at County's option and without prejudice to any other remedy to which County may be entitled to at law or in equity, or elsewhere under this Contract, by giving thirty (30) days written notice to CONTRACTOR with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice. County shall not pay for work, equipment, services or supplies that are not authorized or do not substantially conform to the requirements of this Agreement. At County's sole discretion and with written notice by County, CONTRACTOR may be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Contract. County will consider a reasonable time to be thirty (30) calendar days to cure any problems and/or deficiencies with CONTRACTOR'S performance, such problems and/or deficiencies being determined by County. Nothing herein, however, shall be construed as negating the basis for termination for non-performance or shall in no way limit or waive County's right to terminate this Contract under any other provisions herein. c) In County's sole discretion, if termination is necessary to protect the health and safety of clients; d) If CONTRACTOR becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment or all or substantially all of its obligations, and/or e) CONTRACTOR'S inability to perform under this Contract due to judicial order, injunction or any other court proceeding.
10	Monetary Restitution	<p>In the event this Contract is prematurely terminated due to non-performance and/or withdrawal by CONTRACTOR, COUNTY shall have the right to seek monetary restitution (to include but not limited to withholding of monies owed) from CONTRACTOR to cover the costs for interim services which would be the difference of a higher cost (difference between termination CONTRACTOR'S rate and new vendor's rate) beginning the date of CONTRACTOR'S termination through the contract expiration date. In the event civil suit is filed to enforce this provision, County will seek its attorney's fees and costs of suit from CONTRACTOR.</p>
12	Indemnification	<p>CONTRACTOR, to the fullest extent allowed by law, agrees to waive, release, indemnify and hold harmless County against any and all third party losses, damages, causes of action, claims, demands, liabilities, judgments, suits, fines, assessments, penalties, adverse awards and/or other expenses, (whether based upon tort, breach of contract, patent or copyright infringement, failure to</p>

Section	Section Title	Proposed Language
		<p>pay employee taxes or withholdings, failure to obtain worker's compensation insurance or otherwise) including reasonable legal and related legal fees and expenses that are incurred by County arising out of or on account of or resulting in injury to persons (including death) including, but not limited to, exposure to any disease, by any manner or method whatsoever, or damage to tangible property (but not loss or damage to information or data) directly arising out of any negligent act or omission in the performance of its obligations pursuant to this Agreement by CONTRACTOR, its assigns, or its subcontractors, officers, directors, employees, agents or representatives (referred collectively as "CONTRACTOR"). This indemnification shall apply, whether or not any such injury or damage has been brought on any theory of liability, intentional wrongdoing, strict product liability, County's negligence, or breach of non-delegable duty. CONTRACTOR further agrees to defend (at the election of County) at its sole costs and expense against any claim, demand, action or suit for which indemnification is provided herein. Such indemnification is conditioned upon COUNTY promptly notifying CONTRACTOR in writing of the claim, permitting CONTRACTOR to control the defense and settlement of the claim and reasonably cooperating with COUNTY at COUNTY'S expense, in defending or settling the claim.</p> <p>Approval and acceptance of CONTRACTOR'S services by County shall not constitute nor be deemed a release of the responsibility and liability of CONTRACTOR, its subcontractors, employees, officers, agents, invitees, licensees or assigns for the accuracy and competency of their services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the services performed by CONTRACTOR, its subcontractors, employees, officers, agents, invitees, licensees or assigns in this regard.</p>
15	Insurance	<p>CONTRACTOR ("Firm" for purposes of this Section) agrees that it will at all times during the term of this Contract maintain in full force and effect insurance as provided herein.</p> <p>A. Within ten (10) calendar days after the Effective Date of this Contract, Firm shall furnish, at its sole cost and expense, the following minimum insurance coverage. Such insurance is a condition precedent to commencement of any work. Firm shall, in the stated ten (10) day period, furnish to the Dallas County Purchasing Director (at the address provided below in this Insurance Section) verification of the insurance coverage in the type and amount required herein, meeting all conditions in this Contract and authorized to do business in the State of Texas. Such insurance shall show COUNTY as the certificate holder (general liability insurance). The insurance coverages, except Workers Compensation and Professional Liability, required by this Contract, shall name Dallas County and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear) but only to the extent of the liability as set forth in the indemnity provision of this Contract.</p> <p>B. Such insurance shall provide, at a minimum, the following coverages:</p>

Section	Section Title	Proposed Language
		<p>1) Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage. Crime Policy: Firm shall maintain a Crime Policy for Employee Dishonesty with a limit of not less than \$1,000,000.00. Coverage shall include provision for Theft, Disappearance and Destruction.</p> <p>2) Workers' Compensation Insurance that meets the statutory requirements of the Texas Workers' Compensation Act, or if self-insured, then Contractor must provide to County evidence of a certificate issued by the Workers' Compensation Commission approving such self-insurance. In the event that any work is sublet Contractor shall require the subcontractors to similarly provide Workers' Compensation Insurance for all of the subcontractors' employees unless such employees are afforded protection by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under the Workers' Compensation statute, the Contractor shall provide and shall cause each sub-contractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected. Types of Coverage Limits of Liability Workers' Compensation Statutory Employer's Liability Bodily injury by Accident \$500,000.00 Each Accident Bodily injury by Disease \$500,000.00 Each Employee Bodily injury by Disease \$500,000.00 Policy Limit</p> <p>3) Professional Liability. Firm shall maintain professional liability insurance covering errors and omissions and, if policy is claims made, maintain thereafter for an additional three (3) years from the date the project is accepted as complete by the Commissioners Court, sufficient errors and omissions insurance in the amount of not less than Fifteen Million Dollars (\$15,000,000.00) with certificates evidencing such coverage.</p> <p>4) Comprehensive Automotive Liability Insurance. Prior to using or causing to be used a motor vehicle other than a vehicle for hire (cab), Firm shall furnish to the County Risk Manager a certificate showing comprehensive auto liability insurance covering all owned, hired and non-owned vehicles (excluding cabs) used in connection with the work performed under this Contract, with the minimum limits of State required automobile liability insurance for bodily injury and property damages.</p> <p>C. Firm agrees that, with respect to the above referenced insurance, all insurance contracts/policies will contain the following required provisions:</p> <p>1) This insurance shall not be canceled, limited in scope or coverage or for non-payment of premium, has been given by the insurance company to the COUNTY.</p> <p>2) Provide that the inclusion of one or more persons, corporations, organizations, firms or entities as insureds under this policy shall not in any way affect the right of any such person, corporation, organization, firm or entity with respect to any claim, demand, suit, or judgment made, brought or recovered in favor of any other insured.</p> <p>3) Provide that this policy shall protect each person, corporation, organization, firm or entity in the same as though a separate policy had been issued to each, provided that its endorsement shall not operate to increase</p>

Section	Section Title	Proposed Language
		<p>the insurance company's limits of liability as set forth elsewhere in the policy.</p> <p>4) Provide for notice to the COUNTY Purchasing Director at the address shown in this Contract by registered mail, return receipt requested, and full postage paid, sent to:</p> <p>Records Building, 6th Floor 509 Main Street, Room 103 Dallas, Texas 75202-5799</p> <p>D. Firm shall provide that all provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provisions, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies.</p> <p>E. It is agreed that the Firm's insurance shall be deemed primary with respect to any insurance or self-insurance carried by COUNTY for liability arising out of operations under this Contract with the COUNTY but only when required to respond as set forth in the indemnity provision of this Contract.</p> <p>F. Firm shall be solely responsible for all cost of any insurance as required here. All insurance coverage shall be on an occurrence basis or a claims basis.</p> <p>G. It is the intent of these requirements and provisions that insurance covers all cost and expense so that COUNTY will not sustain any expense, cost, liability, or financial risk as a result of the performance of services under this Contract.</p> <p>H. Insurance certificates. The certificates of insurance shall list COUNTY as the certificate holder. All insurance policies or duly executed certificates for the same required to be carried by Firm under this Contract, shall be delivered to the Dallas County Purchasing Director located 9 at the Dallas County Records Building, 509 Main Street, 6th Floor, Dallas, Texas 75202 within ten (10) calendar days of execution and/or renewal of this Contract and upon renewals and/or material changes of such policies, but not less than fifteen (15) calendar days after the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Contract subject to immediate termination at COUNTY'S sole discretion.</p> <p>I. If Firm and/or its subcontractors fail to comply with any of the requirements relating to insurance, COUNTY, in addition to all other remedies allowed by this Contract or in law, may, at its sole discretion and without waiving any rights that it may have, and in addition to all other remedies allowed by this Contract, obtain such insurance and deduct from the payments to Firm the expense of obtaining such insurance and the cost of insurance premiums. COUNTY will give Firm five (5) days advance written notice prior to taking such action. However, neither Firm nor any third party shall have any recourse against the COUNTY for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the Firm.</p> <p>J. In the event Firm fails to maintain insurance as required herein, Firm shall immediately cure such lapse in insurance coverage at Firm's sole expense, and pay County in full for all costs and expenses incurred by COUNTY under this contract as a result of such failure to maintain insurance by Firm, including costs and reasonable attorney's fees relating to COUNTY's attempt to cure such lapse in coverage. Such costs as attorney's fees, not to exceed</p>

Section	Section Title	Proposed Language
		<p>fifteen hundred and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to FIRM by COUNTY. Moreover, COUNTY shall retain five percent (5%) of the value of the Contract that shall be placed into an account from monies or payments owed to Firm by COUNTY to cover COUNTY's potential exposure to liability during the period of such lapse. The retainage shall be held by County until six (6) months after the term of the contract has ended or has otherwise been terminated, cancelled or expired and shall be released if no claims are received or lawsuits filed against COUNTY for any matter that should have been covered by the required insurance. FIRM FURTHER AGREES TO INDEMNIFY COUNTY FOR ANY PENALTIES, FINES, JURY AWARDS, COURT COSTS, LITIGATION EXPENSES, AND ATTORNEY'S FEES INCURRED BY COUNTY DUE TO FIRM'S FAILURE TO MAINTAIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. FIRM, AT ITS OWN EXPENSE WITH COUNSEL OF COUNTY'S CHOICE, WILL DEFEND AND HOLD COUNTY HARMLESS IN ANY CLAIM OR ACTION AGAINST COUNTY THAT OCCURRED AS A DIRECT OR INDIRECT RESULT OF FIRM'S FAILURE TO MAINTAIN INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. WITHOUT WAIVING ANY RIGHTS UNDER SOVEREIGN IMMUNITY, THE COUNTY SHALL COOPERATE WITH AND MAY MONITOR FIRM IN THE DEFENSE OF ANY CLAIM, ACTION, OR PROCEEDING AND WILL, IF APPROPRIATE, MAKE EMPLOYEES AVAILABLE AS FIRM MAY REASONABLY REQUEST WITH REGARD TO SUCH DEFENSE, SUBJECT TO THE REIMBURSEMENT BY FIRM OF ALL COSTS AND EXPENSES OCCASIONED BY THE COUNTY'S COOPERATION IN SUCH DEFENSE. FIRM AGREES NOT TO SETTLE ANY SUCH CLAIM WITHOUT COUNTY'S CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD OR DELAYED.</p> <p>K. Approval, disapproval or failure to act by COUNTY regarding any insurance supplied by Firm shall not relieve Firm of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the Firm from liability.</p> <p>L. Minimum insurance is a condition precedent to any work performed under this Contract and for the entire term of this Contract, including any renewals or extensions. In addition to any and all other remedies COUNTY may have upon Firm's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, COUNTY shall have the right to:</p> <ol style="list-style-type: none"> 1) Order Firm to stop work hereunder, which shall not constitute a Suspension of Work; 2) Withhold any payment(s) which become due to Firm hereunder until Firm demonstrates compliance with the requirements hereof and assurance and proof acceptable to COUNTY that there is no liability to COUNTY for failure to provide such required insurance; 3) At its sole discretion, declare a material breach of this Contract, which, at COUNTY's discretion, may result in: <ol style="list-style-type: none"> a) termination of this Contract; b) demand on any bond, as applicable; c) the right of COUNTY to complete this Contract by contracting with the "next low proposal." Firm will be fully liable for the difference

Section	Section Title	Proposed Language
		<p>between the original Contract price and the actual price paid, which amount is payable to COUNTY by Firm on demand; or</p> <p>d) any combination of the above;</p> <p>M. Firm shall advise COUNTY in writing within twenty-four (24) hours of any claim or demand, against COUNTY or Firm, known to Firm related to or arising out of Firm's activities under this Contract.</p> <p>N. Acceptance of the services by COUNTY shall not constitute nor be deemed a release of the responsibility and liability of Firm, its employees, associates, agents or subcontractors for the accuracy and competency of their services; nor shall such acceptance be deemed an assumption of responsibility or liability by COUNTY for any defect in the services performed by Firm, its employees, subcontractors, and agents.</p> <p>O. Nothing herein contained shall be construed as limiting in any way the extent to which Firm may be held responsible for payments of damages to persons or property resulting from Firm's or its subcontractor's performance of the work covered under this Contract.</p> <p>P. Firm shall notify COUNTY in the event of any material change in coverage and shall give such notices not less than thirty days prior to the change, which notice must be accompanied by a replacement certificate of insurance.</p> <p>Q. Standard of Care: Services provided by Firm under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar Contracts.</p> <p>R. The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.</p> <p>S. The provisions of this Section shall survive termination or expiration of this Contract or any determination that this Contract or any portion hereof is void, voidable, invalid or unenforceable.</p>
16	Right of Review and Audit	<p>COUNTY may review any and all services performed by CONTRACTOR under this Contract. COUNTY is hereby granted the right to audit, at COUNTY'S expense and election at a mutually agreeable time, all of Firm's records and billings relating to the charges and payments under this Contract. Firm agrees to retain such records for a minimum of three (3) years following completion of this Contract.</p>
17	Prevention of Fraud and Abuse	<p>CONTRACTOR shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Contract. Any known or suspected incident of fraud or program abuse involving CONTRACTOR's employees or agents shall be reported immediately by the COUNTY to the Office of the Inspector General for appropriate action. Moreover, CONTRACTOR warrants to be not listed on a local, COUNTY, State or federal consolidated list of debarred, suspended and ineligible CONTRACTORS and grantees.</p> <p>CONTRACTOR and COUNTY agree that any persons who, as part of their employment, receive, disburse, handle or have access to funds collected pursuant to this Contract do not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. CONTRACTOR shall, upon notice by COUNTY, refund expenditures of the CONTRACTOR that are contrary to this Contract and proven by the COUNTY to be inappropriate.</p>



Section	Section Title	Proposed Language
18	Transition Services Required of Contractor	<p>Upon notice of termination and/or expiration of this Contract, COUNTY shall immediately have the right to audit any and all records of CONTRACTOR relating to the charges and payments under this Contract. Moreover, upon termination and/or expiration date of this Contract, CONTRACTOR agrees to transition the services provided herein in a cooperative manner and provide any reasonable requests from the COUNTY relating to transition services at no additional cost, including, but not limited to the following, upon date of termination and/or expiration: (i) All Contract and services documentation identified in a complete, neat and orderly manner; (ii) Good faith pledge to cooperate with County upon transition of services to another contractor or County department providing the same or similar services; (iii) Final accounting of all income from the Contract; (iv) Downloading and removal of all County information from the CONTRACTOR's equipment and software; (v) Removal of CONTRACTOR services without affecting the integrity of COUNTY's systems; and (vi) All County Records and County property. This provision shall survive Contract termination.</p>
21	Security for Faithful Performance	<p>With the execution and delivery of the Contract, CONTRACTOR shall furnish and file with Dallas County within thirty (30) calendar days of award and in the amounts herein required, the following Surety Bonds. Such Surety Bonds shall be in accordance with the provisions of Section 2253.01 of the Texas Local Government Code and/or as amended.</p> <p>A. A good and sufficient Bond in an amount equal to one hundred percent (100%) of the approximate total amount of the Contract, as evidenced by the RFP# _____, or otherwise guaranteeing the full and faithful execution of the work and performance of the Contract in accordance with the plans, specifications and Contract documents, including any extensions thereof, for the protection of the County. Should COUNTY exercise any Contract extension option for additional Contract terms, it will be CONTRACTOR's responsibility to have the surety company provide to County confirmation of the existing bond or provide a new bond, if applicable. Bond shall provide for the repair and for maintenance attendant thereto, of all defects due to faulty materials, workmanship, defects, and failures that may appear within a period of one year from the date of completion and acceptance of the Work by Commissioners Court.</p> <p>B. Bonds shall be executed by a duly authorized surety company. The County will accept only those bonds executed by those surety companies listed in 13 Circular 570 "Surety Companies Acceptable on Federal Bonds published in the Federal Register, U.S. Department of the Treasury."</p> <p>C. No sureties will be accepted by the County who are now in default or delinquent on any bonds or who are interested in any litigation against the County. All bonds shall be executed by corporate surety authorized to do business in the State of Texas.</p> <p>D. Each bond shall be executed by Contractor and the surety. Each surety shall designate an agent resident in the State of Texas to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such surety.</p> <p>E. In lieu of a performance bond, Contractor may submit a cashiers check in</p>



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Unisys BAFO Response

Section	Section Title	Proposed Language
		<p>the amount of five percent (5%) of the total Contract amount guaranteeing the full and faithful execution of the work and performance of the Contract in accordance with the Contract documents, including any extension thereof for the protection of the County.</p> <p>F. In the event the Contract is prematurely terminated due to non-performance and/or Contractor's request, County reserves the right to act on the performance bond and/or seek monetary restitution. In the event civil suit is filed to enforce this provision, County will seek its attorney's fees and costs of suit from Contractor, which amount Contractor shall immediately pay.</p> <p>G. All bonds shall be delivered to the <i>Dallas County Purchasing Department, c/o Linda Boles, 509 Main Street, 6th Floor Dallas, Texas 75202</i>, within thirty (30) calendar days after award of the Contract. H. County will disburse no payment for goods or services provided unless a good and sufficient bond is on file with the County.</p>
24	Subcontracting	<p>Firm may not enter into Contracts with subCONTRACTORs for delivery of the designated services outlined in this Contract without prior written consent of the COUNTY, of which such consent shall not be unreasonable withheld. The costs of all subcontracted services are included in the fees paid herein. Subcontracts, if any, entered into by CONTRACTOR will be in writing and subject to all requirements herein. CONTRACTOR agrees that it will solely be responsible to COUNTY for the performance of this Contract. Firm shall pay all subCONTRACTORs in a timely manner. COUNTY shall have the right to prohibit Firm from using any subCONTRACTOR.</p>
25	Assignment	<p>During the term of this Contract, CONTRACTOR may not sell, assign, transfer or convey this Contract without the written consent of Dallas COUNTY Commissioners Court, of which such consent shall not be unreasonable withheld. Should COUNTY authorize CONTRACTOR to subcontract (assign) any portion of this Contract, CONTRACTOR will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, CONTRACTOR shall maintain a continuous effective business relationship with the subCONTRACTOR(s) including, but not limited to, regular payments of all monies owed to any subCONTRACTOR(s). In the event of failure by CONTRACTOR to comply with these requirements, COUNTY may, at its option, terminate this Contract. CONTRACTOR understands and agrees that in the event that all or substantially all of</p> <p>CONTRACTOR's assets are acquired by another entity, CONTRACTOR is still obligated to fulfill the terms and conditions of this Contract. However, in the event of the assignment or sale of CONTRACTOR's assets, COUNTY, at its option, may terminate or renegotiate the terms of this Contract.</p>
27	Government Funded Project	<p>If Contract is funded in part by either the State of Texas or the federal government, CONTRACTOR agrees to timely comply to any statute, rule, regulation, grant contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Contract. CONTRACTOR will provide to COUNTY the cost impact, if any, imposed by these additional or greater requirements.</p>



Section	Section Title	Proposed Language
Unisys requests the addition of a warranty provision	Warranty	<p>CONTRACTOR warrants that (1) it has the appropriate knowledge and skill to perform the agreed Services and (2) it will use commercially reasonable efforts to provide the Services on a timely basis and in the manner described.</p> <p>CONTRACTOR MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, CONCERNING THE SERVICES AND DOCUMENTATION PROVIDED. CONTRACTOR DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND FURTHER DISCLAIMS ANY AND ALL LIABILITY FOR LOSS OF OR DAMAGE TO DATA OR OTHER UNINTENDED CONSEQUENCES OF ANALYSIS OF CODE FURNISHED BY CLIENT. ANY WARRANTIES MADE TO CLIENT EXTEND SOLELY TO CLIENT.</p>
Unisys requests the addition of a limitation of liability provision	Limitation of Liability	<p>For any claim or cause of action arising under or related to the Contract: (i) none of the parties shall be liable to the other for punitive, special, consequential damages, or indirect damages, to include without limitation, damages for loss of data, loss of use or loss of revenue, even if it is advised of the possibility of such damages; and (ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action; except that for any defective non-Unisys products provided under this Contract, Unisys maximum liability is a refund of the amount paid to Unisys for such Products (not including any amounts paid for related Services) returned to Unisys within ninety (90) days after shipment.</p>

3. Response to BAFO Quotation

3.1 Contract/Quotation Assumptions

3.1.1 Minimum twelve month data/archive storage capability.

Unisys Response:

Unisys has read, understands, and will provide the requested twelve (12) months of data/archive storage capability. Call Recordings will be stored for a period of 90 days as was required by the original RFQ requirement.

3.1.2 Free calls to the following hot lines; informant, nurse (Parkland), suicide.

Unisys Response:

Unisys has read, understands, and will meet this requirement.

3.1.3 Assume responsibility and provide capability of maintaining and recording Inmate Visitation Phones.

Unisys Response:

Unisys has read, understands, and will meet this requirement. Unisys and Value Added Communications have several IPS system installed where recording of visitation phones is also accomplished. Unisys's approach to record visitation phones will rely of this past experience and will offer the County the following functional features.

- Conversations can be monitored from any system workstation.
- Time-limits can be established with automated voice overlays announcing approach of time limit.
- Voice overlays informing the parties that the discussion is being recorded.
- Recorded data will be time and date stamped for ease of retrieval.

3.1.4 Sixty (60) day transition period from formal execution of contract.

Unisys Response:

Unisys has read, understands, and will comply with the understanding that installation of the IPS system will take priority over the implementation of visitation recording. Upon successful implementation of the IPS systems at each location, Unisys will complete the implementation of the visitation recording process based on a mutually agreed upon schedule.

3.1.5 Pricing will be valid for 180 days from the date of the BAFO.

Unisys Response:

Unisys has read, understands and agrees.

3.1.6 Be clear about what product/services are included in your proposed price.

Unisys Response:

Our proposal includes all software, hardware, and services necessary to meet the requirements of the RFQ and BAFO.

3.1.7 This will be an initial five (5) year contract with a thirty day no fault termination clause.

Unisys Response:

Unisys has read, understands, and accepts this requirement.

3.2 BAFO Rate and Commission Quotation

Unisys Response:

Unisys is proposing a commission of 59% for all local and long distance calls.

The Unisys proposed domestic rate schedule for each call type is provided in the following table.

Call Type	Proposed Rates		
	Surcharge	Rate Per Minute	Total \$ Per 15 Min Call
Local	\$ 2.00	\$ -	\$ 2.00
IntraLata	\$ 3.50	\$ 0.20	\$ 6.50
InterLata	\$ 3.50	\$ 0.29	\$ 7.85
InterState	\$ 3.85	\$ 0.80	\$ 15.85

International Long Distance will be provided via Pre-Paid Collect and Inmate Paid Debit. The following International Rate Schedule will apply to these call types.

Call Type	Proposed Rates		
	Surcharge	Rate Per Minute	Total \$ Per 15 Min Call
International	\$ 3.85	\$ 0.80	\$ 15.85