

## LAN/DESKTOP SUPPORT AGREEMENT

This LAN/Desktop Support Agreement ("Agreement"), effective this 13<sup>th</sup> day of February 2004, between the Public Building Commission of Chicago ("Commission"), a municipal corporation existing pursuant to 50 ILCS 20 et seq. of the Illinois Compiled Statutes, and Unisys Corporation ("Unisys"), a Delaware Corporation.

### RECITALS

WHEREAS, THE City of Chicago (the "City") has entered into an Outsource Information Technology Service Agreement (Contract No. T8915280401) dated with Unisys Corporation pursuant to the City's Request for Proposal (Specification No. B89158004) ("Contract"). A copy of the Contract is attached hereto and incorporated herein by reference;

WHEREAS, the Commission desires to enter into an agreement for LAN/Desktop Support services with Unisys pursuant to all applicable terms and conditions contained in the Contract; and

NOW THEREFORE, in consideration of the agreements, covenants, representations, warranties, obligations and privileges set forth in the Contract, and intending to be legally bound thereby, Commission and Unisys agree as follows:

1. The Recitals set forth above constitute an integral part of this Agreement and are incorporated herein by reference.
2. The Commission and Unisys agree that the Unisys will provide LAN/Desktop support services to the Commission pursuant to the terms and conditions of the Contract.
3. The Commission shall allocate funding for this purpose on an annual basis.
4. The Agreement shall become effective upon approval by the Commission and shall remain in effect until expiration of the City's Contract with Unisys or upon termination by the Commission, whichever comes first.
5. In consideration for the performance of the services described herein, the Commission will pay Unisys the amount agreed to consistent with the rates offered to the City of Chicago.
6. The Commission has the same rights, obligations, duties and responsibilities as the City with respect to the Contract and any references to the City in the Contract shall

be construed as references to the Commission, as applicable. Moreover, any references to the Chief Procurement Officer of the City shall be construed as references to the Executive Director and notice to the Commission pursuant to the Contract shall be as follows;

Public Building Commission of Chicago  
Richard J. Daley Center  
50 West Washington Street, Room 200  
Chicago, IL 60602  
Attention: Executive Director

7. Except as otherwise set forth herein, the Contract shall apply to the Commission with the same force and effect as it applies to the City.

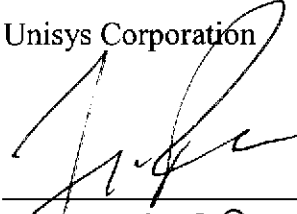
IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement,

Public Building Commission  
of Chicago



Kevin S. Gujral  
Executive Director

Unisys Corporation



Title: DPD

PS 743

# City of Chicago

*Department of Business and Information Services*



And

**UNISYS**  
Imagine it. Done.

## **Network and Desktop Services Team Chicago**



### **Statement of Work For Public Building Commission LAN / Desktop Support**

*Control Number 264*

*Wednesday, January 07, 2004*

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## I. General Scope

Unisys Corporation, hereinafter referred to as Unisys, shall provide to the Chicago Department of Business Information Systems in the City of Chicago, hereinafter referred to as the Client”, technical and consulting services, described herein, at Client sites located throughout the city of Chicago, Illinois.

The detailed scope and task description is outlined in Attachment “A”.

Estimated completion time for this project is approximately 30 days upon commencement of services in this statement of work. Procurement of materials and or vendor resources outside of Unisys’s control may impact project duration.

## II. General Assumptions

Client hereby acknowledges that Unisys provision of the services set forth herein is dependent upon the sufficient support of Client staffing, the timely review and approval of all Client deliverable items, the timely delivery of all required hardware/software and the satisfactory completion of all other Client requirements identified under this Statement of Work. Client also acknowledges that any delays in completing their responsibilities under the Project could have a direct impact on the overall Project schedule and cost incurred by Unisys. In the event that Client is delinquent in providing the services and/or components required for the successful implementation of this Project, and such delinquency causes a delay in the Project schedule or increase in the overall costs incurred, Client will be required to provide Unisys with an adjustment in the schedule and /or budgetary price for the additional costs incurred during the Project.

In addition to any other assumptions set forth herein, Unisys also reserves the right to adjust its schedule and / or pricing if any of the following assumptions are invalid.

- Client will provide unless expressly stated otherwise, all materials necessary to complete this scope of work. This includes computer related hardware and software, network related hardware and software, product documentation, appropriate installed cabling plant, and other necessary materials required to complete the scope of work
- All services will be performed during normal business hours Monday through Friday, 7am to 7pm, excluding Unisys recognized holidays, unless expressly stated otherwise in this document, or agreed to in writing between Unisys and Client.
- Any deviations from the services set forth in this Statement of Work may be subject to the Change Order process and schedule / and or price adjustments may apply.
- A minimum of ten (10) work days will be needed, after the Statement of Work has been approved by both parties to assemble resources for the project.

- All installation parts and materials not supplied by Unisys or its subcontractors must be on-site before the installation is to begin. Additional installation phases necessitated by missing, not configured or incorrectly configured, or unavailable components or configurations will be charged to Client on a separate schedule if applicable.
- Unless otherwise expressly stated in the agreed upon deployment schedule, each site at which products will be installed hereunder is intended to be completed in one (1) trip. Schedule adjustment and / or additional charges may apply if Unisys is required to complete an installation in more than one (1) trip as a direct result of Client's failure to meet minimum provisions of Client responsibilities.
- Unisys assumes that Unisys and its subcontractors will not have to work under any special conditions or unreasonable restrictions that would effect a productive work day. Any delays that occur could result in additional billings to Client and adjustments to the installation schedule.
- Premise wiring is the responsibility of Client unless expressly stated otherwise in this document.
- Electrical requirements are the responsibility of Client unless expressly stated otherwise in this document.
- Client's environmental conditions meet or exceed requirements recommended by the hardware manufacturer(s).
- Modifications and/or additions to Client's voice telecommunications cabling system are not included this Statement of Work.
- A minimum of ten (10) business days will be needed, after the Statement of Work has been approved / signed by both parties to assemble resources for the project.

### **III. Project Coordination**

Client will designate a Client Project Coordinator who will be responsible for Client's portion of the planning, delivery, and installation as further described herein. The Client Project Coordinator should have management authority to make decisions regarding the commitment and allocation of Client resources to this Project. The Client Project Coordinator will serve as a point of contact to work with the Unisys installation personnel to coordinate any Client resources required for the successful completion of the services. This person must provide keys or escort to gain access to all areas of work from the start to the end of the workday. This may also include work to be performed outside of normal business hours as previously agreed to between Unisys and Client. Any keys will be received prior to the day's work and will be returned at the end of each workday. Client is responsible for reviewing and approving project plans and activities as agreed upon by the Unisys Project Lead and Client's Project Coordinator.

Unisys will assign a Project Lead to provide overall coordination and delivery of the services included in this Statement of Work. The Unisys Project Lead will serve as the focal point for all communications as they relate to the services provided and to assist Client in planning and coordination with other vendors involved in the Project. Services will be rendered per a mutually agreed to schedule between Unisys and the Client as outlined in Attachment "A". Additional hours above that which was originally agreed upon can be provided on a time and materials basis, a change order, or through a separate statement of work.

The Unisys Project Lead will have the following responsibilities:

1. Serve as the Unisys focal point to the Client's management on all matters pertaining to Unisys elements of the project. Coordinate project efforts between Unisys and Client personnel.
2. Conduct a start-up meeting with the Client Project Team to review the requirements, commitments, and parameters of the project, determine project task list, task responsibilities, task results and lines of communication.
3. Work with the Client Project Coordinator in creating an overall project plan including project timeline, preferably in MS Project with tasks, dependencies and resource planning. Provide general consultative guidance to the Client Project Coordinator.
4. Communicate project reports to include status of individual task to Client Project Coordinator as mutually agreed upon or necessary.
5. Maintain a project log of all open issues, responsibilities, and commitment dates. Report these as appropriate to the Client Project Coordinator.



6. Manage all Unisys project personnel in order to ensure timely task completion relative to the project plan. Oversee Unisys subcontractors' efforts with regard to task completion deadlines, quality of work, and adherence to project plan guidelines.
7. Conduct a project closure meeting to ensure all project objectives have been achieved and presenting Client acceptance and sign-off forms. (A copy of which is attached hereto as Attachment B).

#### **IV. Client Review and Acceptance Procedures**

- A. This Statement of Work identifies deliverables that are subject to Client's review and acceptance. The sole purpose of the Client review and acceptance procedure is to verify that the applicable deliverable complies with the agreed upon specifications set forth herein. For deliverables where no Client acceptance is required, then the Product will be considered accepted on its Installation Date.
- B. For the purposes of this Statement of Work, the term Client Review Period shall be the period of review set out in Attachment "A" of this Statement of Work. If no period is set out herein for a particular deliverable, the Client Review Period shall be five (5) business days. By the end of the Client Review Period, Client shall:
  1. Accept the deliverable as complying with the Specifications; or
  2. Provide a written statement identifying in reasonable detail all deviations between the deliverable and its Specifications.

If any deviations from the Specifications require only minor corrections and do not materially affect the functional operation of the applicable Product, then the deliverable will be considered accepted and the deviations will be corrected within an agreed period after acceptance.

If Client identifies deviations from the Specifications, then Unisys will make corrections as soon as reasonably possible and Client will promptly execute specific tests or review procedures to verify the corrections.

- C. Unisys and Client shall work diligently to achieve acceptance of deliverables at the earliest possible date. Acceptance will occur upon the later of (a) the date Client accepts the deliverable in accordance with paragraph B above; (b) five (5) days from the scheduled end of the Client Review Period for that deliverable where Client has not notified Unisys in accordance with paragraph B above; or c) five days after the date Client uses the Product in a production mode for purposes other than carrying out acceptance tests.

## V. Pricing

The pricing for the services described in this Statement of Work are subject to the terms and conditions of contract #T8-91528-04-01 between Unisys and the City of Chicago. The total charge for the services in this statement of work is outlined in Attachment "A" as **\$4,464.64 will be billed monthly. Assumes a seat count of 64 @ \$69.76/seat.**

## VI. Change Management Process

The Unisys Change Management process must be followed in order to recognize, control and communicate change to SOW. Team members cannot independently make changes to the project scope. Instead, a documented order form should describe the proposed changed and anticipate any impact on the scope, schedule and costs. The Change Control form to be utilized for this process is given in Schedule E.

**VII. Scope of Work (Attachment A)**

**ATTACHMENT A**

Following the NDS Project request submitted on January 13, 2004, by Ben Campney, of the Department of BIS, this statement of work details the level of effort required to service said request.

I. Requestor Contact Information

Project No. TBD  
Requestor: Ben Campney, Public Building Commission  
Phone: (312) 744-9441  
Email: bcampney@cityofchicago.org

II. Project Description

Staff Order No. XXXXX

This Staff Order date 01-13-04 shall be incorporated by referenced and made a part of the Outsource Information Technology Services Agreement, Contract No. T8-91528-04-01 (hereinafter referred to as the "Agreement") currently in effect between Unisys Corporation (Unisys) and the City of Chicago (the City). In the event a conflict or ambiguities arise in the interpretation of the terms and conditions of this Change Control and those of the Agreement, the terms and conditions of this Staff Order shall control. Unless otherwise defined herein, the capitalized terms used here in shall have the meanings ascribed to them in the Agreement.

**Public Building Commission** agrees to the following Services in accordance with the terms, conditions and charges as set forth below:

The Services to be provided as described in the attached Statement of Work dated 01-13-04.  
Services Start Date commences upon date of signature  
Services End Date - 30-November-2006

Desktop Support services for 64 seats (Seats as defined in Exhibit 13.1 of the "Agreement")

These services will be billed monthly for a fee of **\$69.76 per seat**. Payment due per the terms of the Agreement, Article 13 Invoices & Payment.

The monthly invoice will be sent to the following address:

Public Building Commission  
Attn: Ben Campney, Suite 200  
50 West Washington  
Chicago, IL 60601  
Phone – (312) 744-9441

## LAN/DESKTOP SUPPORT AGREEMENT

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6. The Commission has the same rights, obligations, duties and responsibilities as the City with respect to the Contract and any references to the City in the Contract shall be construed as references to the Commission, as applicable. Moreover, any references to the Chief Procurement Officer of the City shall be construed as references to the Executive Director and notice to the Commission pursuant to the Contract shall be as follows;

Public Building Commission of Chicago  
Richard J. Daley Center  
50 West Washington Street, Room 200  
Chicago, IL 60602  
Attention: Kevin S. Gujral Executive Director

7. Except as otherwise set forth herein, the Contract shall apply to the Commission with the same force and effect as it applies to the City.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement,

Public Building Commission  
Of Chicago

Unisys Corporation

\_\_\_\_\_  
Kevin S. Gujral  
Executive Director      Date

\_\_\_\_\_  
Title: \_\_\_\_\_  
Date

City of Chicago

\_\_\_\_\_  
Signature  
  
\_\_\_\_\_  
Title                      Date

**Schedule E: Change Control Form**

**Requested By:**

**Date:**

**Description of change request:**

**Benefits of the change:**

**Impact on the project:**

**Schedule Changes:**

**Cost Changes:**

**Client Funding Strip:**

**City Project Administrator Approval:**

**Date:**

**Unisys Project Manager Approval:**

**Date:**

**City of Chicago**  
*Department of Business and Information Services*



And

**UNISYS**  
Imagine it. Done.

**Network and Desktop Services  
Team Chicago**



**Statement of Work  
For  
Public Building Commission LAN / Desktop Support**

*Control Number  
Wednesday, January 07, 2004*

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II. General Assumptions..... 1

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V. Pricing ..... 5

VI. Change Management Process..... 5

Vii. Authorization to Proceed..... 6

Viii. Scope of Work (Attachment A)..... 7

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5. Maintain a project log of all open issues, responsibilities, and commitment dates. Report these as appropriate to the Client Project Coordinator.

6. Manage all Unisys project personnel in order to ensure timely task completion relative to the project plan. Oversee Unisys subcontractors' efforts with regard to task completion deadlines, quality of work, and adherence to project plan guidelines.
7. Conduct a project closure meeting to ensure all project objectives have been achieved and presenting Client acceptance and sign-off forms. (A copy of which is attached hereto as Attachment B).

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  1. Accept the deliverable as complying with the Specifications; or
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## V. Pricing

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**VII. Scope of Work (Attachment A)**

**ATTACHMENT A**

Following the NDS Project request submitted on January 13, 2004, by Ben Campney, of the Department of BIS, this statement of work details the level of effort required to service said request.

**I. Requestor Contact Information**

Project No. TBD  
Requestor: Ben Campney, Public Building Commission  
Phone: (312) 744-9441  
Email: bcampney@cityofchicago.org

**II. Project Description**

Staff Order No. XXXXX

This Staff Order date 01-13-04 shall be incorporated by referenced and made a part of the Outsource Information Technology Services Agreement, Contract No. T8-91528-04-01 (hereinafter referred to as the "Agreement") currently in effect between Unisys Corporation (Unisys) and the City of Chicago (the City). In the event a conflict or ambiguities arise in the interpretation of the terms and conditions of this Change Control and those of the Agreement, the terms and conditions of this Staff Order shall control. Unless otherwise defined herein, the capitalized terms used here in shall have the meanings ascribed to them in the Agreement.

**Public Building Commission** agrees to the following Services in accordance with the terms, conditions and charges as set forth below:

The Services to be provided as described in the attached Statement of Work dated 01-13-04.  
Services Start Date commences upon date of signature  
Services End Date - 30-November-2006

Desktop Support services for 64 seats (Seats as defined in Exhibit 13.1 of the "Agreement")

These services will be billed monthly for a fee of **\$69.76 per seat**. Payment due per the terms of the Agreement, Article 13 Invoices & Payment.

The monthly invoice will be sent to the following address:

Public Building Commission  
Attn: Ben Campney, Suite 200  
50 West Washington  
Chicago, IL 60601  
Phone – (312) 744-9441

**VIII. Authorization to Proceed**

Client signature below shall serve as an authorization for Unisys to schedule the appropriate resources and proceed with the delivery of the services described in this scope of work.

Accepted by Client:

Accepted by Unisys:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

Client Signature: \_\_\_\_\_

Unisys Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Client Funding Strip \_\_\_\_\_

Accepted by Dept. of BIS:

Print Name: \_\_\_\_\_

BIS Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**IX. Certificate of Acceptance (Attachment B)**

**ATTACHMENT B**

UNISYS

**CERTIFICATE OF ACCEPTANCE**

CLIENT City of Chicago

Client Acknowledges that:

1. The Services described in the Statement of Work (SOW) dated 01-13-04, and set forth below have been delivered, in accordance with such SOW, as of the Acceptance Date indicated below.

Description of Service Provided:

Acceptance of the “Public Building Commission LAN – Desktop Support” per the Scope of Work.

Client Acceptance Date: \_\_\_\_\_

Client Authorized Signature: \_\_\_\_\_

Client Name (Typed or Printed): \_\_\_\_\_

Client Title: \_\_\_\_\_

Billing Information:

City of Chicago  
Public Building Commission  
50 W. Washington  
Suite 200  
Chicago, IL 60602

Atten: Ben Campney  
Phone Number: (312) 744-9441



**Schedule E: Change Control Form**

Requested By:

Date:

Description of change request:

Benefits of the change:

Impact on the project:

Schedule Changes:

Cost Changes:

**Client Funding Strip:**

**City Project Administrator Approval:**

**Date:**

**Unisys Project Manager Approval:**

**Date:**