



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	9/24/2012
Department:	Public Safety Communications
Department Head	Ron Timmons
Agenda Coordinator (include phone #): Sharron Mason - Ext. 7247	

CAPTION

A Resolution of the City Council of the City of Plano, Texas, rescinding prior Resolution No. 2012-5-11(R) which approved the Agreement with TT Holdings I, Inc., d/b/a TriTech Software Systems for the purchase of Stratus ft6300 fault tolerant server and one year maintenance on May 29, 2012; approving a new Agreement for the purchase of Stratus ft6300 fault tolerant server and one year maintenance from TriTech Software Systems for a total of Ninety One Thousand Two Hundred and No/100 Dollars (\$91,200.00), and maintenance service for five (5) additional years in an amount not to exceed Sixty Six Thousand Seven Hundred Twenty Four and No/100 Dollars (\$66,724.00); authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	91,200	0	91,200
Encumbered/Expended Amount	0	0	0	0
This Item	0	-91,200	0	-91,200
BALANCE	0	0	0	0

FUND(S): **TECHNOLOGY FUND; GENERAL FUND**

COMMENTS: Funds are included in the FY 2011-12 Technology Fund and Public Safety Communications budgets for a server upgrade and annual maintenance of the Tritech CAD system in Public Safety Communications. The balance of funds will be used for other items related to the project.

STRATEGIC PLAN GOAL: Server replacement and upgrades for the Public Safety Communications CAD system relates to the City's Goals of Safe, Large City and Financially Strong City with Service Excellence.

SUMMARY OF ITEM

Public Safety Communications recommends the approval of a new contract for the purchase of Stratus ft6300 fault tolerant server and one year maintenance from TriTech Software Systems for a total of \$91,200.00, and maintenance service for five (5) additional years in an amount not to exceed \$66,724.00.

This purchase allows staff to bring Public Safety Computer Aided Dispatch (CAD) system up to current release versions of 911 and dispatch software. Contract No. 2012-182-X

List of Supporting Documents:

Other Departments, Boards, Commissions or Agencies



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Recommendation Memo, Sole Source Letter, Resolution and Contract	
---------------------------------------------------------------------	--



Date: June 21, 2012

To: Diane Palmer-Boeck, Chief Purchasing Officer

From: Susan Carr, PSC Manager

Subject: Repealing Contract No. 2012-182-X awarded 05/29/12; Awarding Contract No. 2012-182-X with Tri-Tech Software for Sole Source Purchase of a Stratus ftServer

Public Safety Communications, at the request of Legal, is requesting that contract 2012-182-X, TRITECH SOFTWARE SYSTEM SOLE SOURCE PURCHASE, be repealed. The contract went before City Council on May 29, 2012.

After approval by City Council, and upon execution of the contract, the vendor requested modifications to the contract. Those modifications would require the City to re-negotiate the terms and resubmit through the Council agenda process for approval of the new contract.



April 10, 2012

City of Plano

Re: TriTech Software and Software Support Sole Source

Dear Amy,

TriTech Software systems is the developer and exclusive provider of our VisiNet suite of software applications (computer aided dispatch, mobile data, Law records management, interfaces, and related modules and documentation), and the exclusive provider of support for the TriTech applications. TriTech's applications are proprietary to TriTech, and no other service providers / vendors are currently authorized by TriTech to provide support services.

Should you have any further questions, please do not hesitate to contact me directly at 858.799.7372, or via e-mail at roxanne.lerner@tritech.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Roxanne Lerner".

Roxanne Lerner
Contracts and Proposals Manager

cc: Accounting

A Resolution of the City Council of the City of Plano, Texas, rescinding prior Resolution No. 2012-5-11(R) which approved the Agreement with TT Holdings I, Inc., d/b/a TriTech Software Systems for the purchase of Stratus ft6300 fault tolerant server and one year maintenance on May 29, 2012; approving a new Agreement for the purchase of Stratus ft6300 fault tolerant server and one year maintenance from TriTech Software Systems for a total of Ninety One Thousand Two Hundred and No/100 Dollars (\$91,200.00), and maintenance service for five (5) additional years in an amount not to exceed Sixty Six Thousand Seven Hundred Twenty Four and No/100 Dollars (\$66,724.00); authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, on May 29, 2012, the City Council approved the Agreement with TT Holdings I, Inc., d/b/a TriTech Software Systems;

WHEREAS, the department requests that the Council rescind Resolution No. 2012-5-11(R) approving the Agreement on May 29, 2012, as substantial changes were made to the terms and conditions of the Agreement after it was approved;

WHEREAS, the City Council has been presented a new Agreement between the City of Plano and TriTech Software Systems for the purchase and installation of the Stratus ft6300 fault tolerant server and maintenance of the Stratus ft6300 server, a substantial copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter called "Agreement");

WHEREAS, TriTech Software Systems is the sole source provider of Stratus ft6300 fault tolerant server and maintenance for the VisiCad computer aided dispatch system utilized by the Public Safety Communications Department; and

WHEREAS, upon full review and consideration of the new Agreement, and all matters attendant and related thereto, the City Council is of the opinion that its prior action approving the Agreement on May 29, 2012, should be repealed, and the terms and conditions in the new Agreement should be approved, and that the City Manager or his authorized designee shall be authorized to execute on behalf of the City of Plano.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. City Council prior Resolution No. 2012-5-11(R) approving the Agreement with TT Holdings I, Inc., d/b/a TriTech Software Systems on May 29, 2012, is hereby repealed.

Section II. The City Council hereby finds and determines that TriTech Software Systems is the sole source provider for the purchase of the Stratus ft6300 fault tolerant server and maintenance of the fault tolerant server and thus, the purchase and maintenance of such Stratus ft6300 fault tolerant server is exempt from competitive bid as provided for in *V.T.C.A., Local Government Code, Section 252.022(a)(7)*.

Section III. The terms and conditions of the new agreement for the Stratus ft6300 fault tolerant server with one year maintenance in the amount of Ninety One Thousand Two Hundred and No/100 Dollars (\$91,200.00), and maintenance service for five (5) additional years in an amount not to exceed Sixty Six Thousand Seven Hundred Twenty Four and No/100 Dollars (\$66,724.00), having been reviewed by the City Council of the City of Plano and found to be acceptable and are hereby approved.

Section IV. The City Manager or his authorized designee is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the new Agreement.

Section V. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this 24th day of September, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**CONTRACT BY AND BETWEEN
CITY OF PLANO, TEXAS AND
TRITECH SOFTWARE SYSTEMS
2012-182-X**

THIS CONTRACT is made and entered into by and between **TRITECH SOFTWARE SYSTEMS**, a California corporation, whose address is 9477 Waples St., Suite 100, San Diego, California 92121, hereinafter referred to as "Contractor" or "Vendor," and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Plano City Council and subsequent execution of this Contract by the Plano City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**I.
SCOPE OF SERVICES**

Contractor shall provide all labor, supervision, materials, and equipment necessary for the purchase and installation of a replacement Stratus ft6300 fault tolerant server. Contractor's services under this Agreement include making a copy of the system database residing on the City's current Computer Aided Dispatch ("CAD") system ("CAD") production Stratus ftServer and restoring the data on the new Stratus ft6300 server being purchased under this Agreement. Once the system database has been restored on the new Stratus ft6300 server, the server will be placed into production. In the event of an error caused by Contractor's installation services, Contractor shall reinstall the copied CAD system database on the new Stratus ft6300 server. These products and service, including maintenance, shall be provided in accordance with the Vendor's Proposal/Sales Quotation, a copy of which is attached hereto and incorporated herein as **Exhibit "A" and "B"**. Vendor represents that it is an authorized reseller and licensor of the Stratus ft 6300 fault tolerant server, manufactured by Stratus Technologies. Vendor further represents that as an authorized reseller and licensor it has the authority to extend to the City, as part of its contract with City, Stratus' End-User License Agreement attached as Exhibit "F". The Contract consists of this written agreement and the following items which are attached hereto and incorporated herein by reference:

- (a) Vendor's Proposal/Sales Quotation (**Exhibit "A"**);
- (b) Vendor's Maintenance Quote and scope of service (**Exhibit "B"**);
- (c) Limited Return To Factory Hardware Warranty (**Exhibit "C"**);
- (d) Insurance Requirements (**Exhibit "D"**);
- (e) Affidavit of No Prohibited Interest (**Exhibit "E"**); and
- (f) End-User License Agreement (**Exhibit "F"**).

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to this written agreement then to the contract documents in the order in which

they are listed above. These documents shall be referred to collectively as "Contract Documents."

**II.
TERM OF CONTRACT**

On the effective date listed below, the Contractor hereby agrees to install the Stratus ft6300 fault tolerant server and provide maintenance for the server for one (1) year. After the expiration of the first (1st) year, Contractor shall provide maintenance for the server for five (5) additional years.

**III.
WARRANTY**

Contractor warrants that it shall provide its services in accordance with commercially acceptable standards for such service. The Hardware to be provided as set forth in Contractor's Proposal/Sales Quotation and Maintenance Quote and Scope of Service attached hereto and incorporated herein as **Exhibit "A" and "B"** shall be warranted to City as provided in the Warranty set forth in **Exhibit "C"**, commencing on the date of installation.

**IV.
PAYMENT**

Payments hereunder shall be made to Contractor following City's acceptance of the work and within thirty (30) days of receiving Contractor's invoice for the products and services delivered. Total compensation under this contract for the first year shall not exceed the sum of **NINETY ONE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$91,200.00)**. Cost of the equipment, configuration, shipping and implementation of the server in the amount of **SEVENTY NINE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$79,700.00)** will be paid out of the Technology Services fund. Public Safety Communications will pay for the maintenance in the amount of **ELEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$11,500.00)**. Maintenance costs for the remaining five (5) years will not exceed the total amount of **SIXTY SIX THOUSAND SEVEN HUNDRED TWENTY FOUR AND NO/100 DOLLARS (\$66,724.00)** as set forth in **Exhibit "B"** and will be paid by Technology Services.

Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

V.
PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws. The safety precautions actually taken and the adequacy thereof shall be the sole responsibility of the Contractor. Contractor shall indemnify City for any and all losses arising out of or related to a breach of this duty by Contractor pursuant to paragraph **VII. INDEMNIFICATION** and paragraph **VIII. COMPLIANCE WITH APPLICABLE LAWS** set forth herein.

VI.
LOSSES FROM NATURAL CAUSES

Unless otherwise specified, all loss or damage to Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstances in the prosecution of the same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at its own cost and expense.

VII.
INDEMNIFICATION

CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION SHALL BE PROVIDED IN ACCORDANCE WITH EXHIBIT "F".

CONTRACTOR REPRESENTS THAT, TO THE BEST OF ITS KNOWLEDGE, THE CITY'S USE OF PRODUCTS THAT ARE PROVIDED SUPPLIED, OR SOLD BY CONTRACTOR TO CITY AS PART OF THIS AGREEMENT DOES NOT CONSTITUTE AN INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND THE CITY HAS THE LEGAL RIGHT TO USE SAID PRODUCTS. THE CITY ENTERS INTO THIS AGREEMENT RELYING ON THIS REPRESENTATION.

THE TOTAL LIABILITY OF CONTRACTOR FOR ANY CLAIM OR DAMAGE ARISING UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT, BY WAY OF INDEMNIFICATION OR UNDER STATUTE SHALL BE LIMITED TO DIRECT DAMAGES WHICH SHALL NOT EXCEED THE TOTAL PRICE OF THE PRODUCTS AND SERVICES STATED IN EXHIBIT A.

EXCEPT AS PROVIDED IN SECTION I SCOPE OF SERVICES, CONTRACTOR OR IT SUBCONTRACTORS OR VENDORS SHALL NOT BE LIABLE FOR LOSS OF USE, DATA, SOFTWARE, PROFIT OR BUSINESS, OR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER ARISING FROM AN ACTION IN CONTRACT, TORT OR OTHER LEGAL THEORY REGARDLESS OF WHETHER TRITECH HAD KNOWLEDGE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

THE INDEMNIFICATION HEREIN SURVIVES THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS AGREEMENT INCLUDING ANY INFRINGEMENT CURE PROVIDED BY THE CONTRACTOR PURSUANT TO PARAGRAPH 3 IN THE HEREIN INDEMNIFICATION SECTION.

VIII. COMPLIANCE WITH APPLICABLE LAWS

Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any

manner affect Contractor or the work, and **SHALL INDEMNIFY AND SAVE HARMLESS CITY AGAINST ANY CLAIM RELATED TO OR ARISING FROM THE VIOLATION OF ANY SUCH LAWS, ORDINANCES AND REGULATIONS WHETHER BY CONTRACTOR, ITS EMPLOYEES, OFFICERS, AGENTS, SUBCONTRACTORS, OR REPRESENTATIVES.** If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

IX. VENUE

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Contract. The parties agree that this Contract is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas, with the exception of warranty issues covered by **Exhibit "C"**.

X. ASSIGNMENT AND SUBLETTING

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract, that this Contract shall not be assigned or sublet without the prior written consent of City, and that no part or feature of the work will be sublet to anyone objectionable to City. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract.

XI. INDEPENDENT CONTRACTOR

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

XII. INSURANCE AND CERTIFICATES OF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance coverage as set forth in the Insurance Requirements marked **Exhibit "D"** attached hereto and incorporated herein by reference. Contractor shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage prior to the effective date of this Contract.

**XIII.
HINDRANCES AND DELAYS**

No claims shall be made by Contractor for damages resulting from hindrances or delays from any cause during the progress of any portion of the work embraced in this Contract.

**XIV.
AFFIDAVIT OF NO PROHIBITED INTEREST**

Contractor acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as **Exhibit "E"**.

**XV.
SEVERABILITY**

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

**XVI.
TERMINATION**

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this contract, in whole or in part by giving at least thirty (30) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the date such notice is received.

**XVII.
ENTIRE AGREEMENT**

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

**XVIII.
CONTRACT INTERPRETATION**

Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.

**XIX.
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**XX.
AUTHORITY TO SIGN**

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

**XXI.
HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

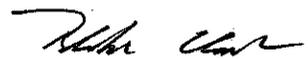
**XXII.
EFFECTIVE DATE**

This Contract shall be effective from and after execution by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below.

TRITECH SOFTWARE SYSTEMS

Date: 7/26/12

By: 
Name: Blake E. Clark
Title: Chief Financial Officer

CITY OF PLANO, TEXAS

Date: _____

By: _____
Bruce D. Glasscock
CITY MANAGER


APPROVED AS TO FORM
Fol
Diane C. Wetherbee, CITY ATTORNEY

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Diego

On July 26, 2012 before me, Shawna M. Jones, Notary Public
(Here insert name and title of the officer)

personally appeared Blake Clark

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their authorized capacity(ies), and that by his her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Shawna M Jones
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/~~she~~/~~they~~, -is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

Contract by and between city of Plano, TX and
(Title or description of attached document)

TriTech Software Systems
(Title or description of attached document continued)

Number of Pages 7 Document Date 7/26/12

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
CFO
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____



Proposal/Sales Quotation

Quotation # **2585KS-02** Quotation Date: **03.07.12**

General & Client Information

Client Name:	City of Plano	Bill to:	City of Plano
System Description:	Stratus ft6300 w/ Services		1117 E 15th St
Sales Order #:	TBD		Plano, TX 75074
Client Purchase Order #:			
Client Purchase Order Date:			
Client Contact:	Earl Atencio	Ship to:	Same
Contact Phone:	972.941.7341		
Contact Email Address:	earla@plano.gov		
Credit Terms:	Net 30 days from date of invoice		
Client Account Manager:	Ken Schulte		
Project Manager:	TBD		

Project Products & Services

Qty	Sales Category	Item Description	Unit Price	Qty*Unit \$	Extended Price
		Stratus ft6300 w/ Services & Support			
1	HW/3rd Pty SW	1-ftServer 6300 Rack mountable, 2-way, DMR, 2.93 GHz quad-core processor & Windows Server 2008 R2 Multilingual Enterprise Edition R2, 25 CAL. Automated Update Layer for Windows-based Class A ftServer Systems, Release 6.1 1-Rapid Disk Resync 1-Active Upgrade for Windows Server 2008 4-4GB DDR3-1333 Dual-rank DIMM 8-Disk Drive Blank for ftServer 6300 2-73GB 2.5-inch 15K SAS disk drive 6-146GB 2.5-inch 15K SAS disk drive 1-ASN Modem for ftServer 2-IEC-C19 to IEC-309 16/20A 15' 1-2.0 meter jumper cord pair 1-Pair of ftServer universal rack 1U Power Distribution Unit (200 240 VAC) (RoHS compliant) 1-Stratus Technologies ftServer Hardware Warranty Agreement 1-Stratus ftServer 6300 Systems: Installation Guide 1-Read Me First: Unpacking ftServer 6300 Systems	60,650.00	\$60,650.00	\$60,650.00
1	HW/3rd Pty SW	ftServer 6300 Standard System Installation (M-F, local business hours, within Stratus service radius.) & install customer copy of Windows OS.	5,500.00	\$5,500.00	\$5,500.00
1	Support HW/3rd Pty	ftServer 6300 24x7 Total Assurance Support	11,500.00	\$11,500.00	\$11,500.00
1	Services	Database Server Rehost Configuration & Testing (includes installing SQL on the server)	2,800.00	\$2,800.00	\$2,800.00
1	Services	Hot Standby Server Rehost Configuration & Testing (includes installing SQL on the Hot Standby server)	2,800.00	\$2,800.00	\$2,800.00
2	Services	DBA Services for Replication Re-Install & Configuration (see notes)	750.00	\$1,500.00	\$1,500.00
1	Services	Re-Install of Replicator Software & Configuration	2,500.00	\$2,500.00	\$2,500.00
1	Services	Project Management	3,000.00	\$3,000.00	\$3,000.00
1	Other	Shipping	\$950.00	\$950.00	\$950.00
		Total:			\$ 91,200.00

Project Summary & Totals

TriTech CAD Software					
TriTech Interface Software					
TriTech Mobile Software					
TriTech RMS Software					
TriTech Custom SW					66,150.00
Hardware & 3rd Party Software					11,500.00
Support Hardware & 3rd Party Software					
Subcontract					12,600.00
TriTech Services					
TriTech Annual Support & Maintenance					950.00
Other					
				Subtotal:	\$ 91,200.00
Estimated Sales Tax (State: _____ at _____ %)	Taxable sales:	0.00	Sales tax rate:	5.00%	\$ -
Estimated Shipping					\$ -
				Total:	\$ 91,200.00

Project Payment Terms: Net 30 days from date of invoice

Due on Order					\$ 77,650.00
Due on Delivery of ftserver					\$ 950.00
Due on Installation of ftserver					\$ 12,600.00
					\$ -
				Total Payments:	\$ 91,200.00

EXHIBIT A
PAGE 1 OF 2



Proposal/Sales Quotation

Quotation # **2585KS-02** Quotation Date: **03.07.12**

Summary Information & Project Notes

All TriTech services noted in this proposal will occur during normal business hours. If "after-hours" services are required additional costs will apply. Client is responsible for providing Hot Standby server hardware including OS & SQL. Plano will be responsible for installing OS on Hot Standby server. TriTech will re-install and configure two legs of Replication to accommodate the primary Data Warehouse and the client's second Data Warehouse server. Due to budget reasons the rehost of two Data Warehouse servers will be processed on a separate sales order from this project.

Send Purchase Orders to:
 TriTech Software Systems
 Attn: K.Beckwith FAX: 858-799-7015
 salesadmin@tritech.com

Remit Payments to:
 TriTech Software Systems
 PO Box # 671392
 Dallas, TX 75267-1392

Quotation issued by: **Ken Schulte**
 Contact info: **720 379 3900**

Terms and Conditions

This Quotation is valid for 60 (sixty) days and is subject to the terms of your TriTech System Purchase Agreement. The software licensing provisions of the System Purchase Agreement between TriTech and Client shall govern the additional TriTech software licenses purchased hereunder. Support will be provided in accordance with the Software Support Agreement between TriTech and the Client. The quotation information is proprietary and may not be copied or released other than for the express purpose of selection and purchase/license. Any estimated sales and/or use tax has been calculated as of the date of quotation and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Additional TriTech software licenses purchased under this Sales Order for Client's existing configuration will be deemed Accepted upon delivery. TriTech software licenses purchased for new TriTech Software modules; or Subsystems (e.g., addition of VisiNet Mobile, or VisiNet Law RMS) will be deemed Accepted upon Go Live.

Acceptance criteria for the TriTech software components will be the following unless otherwise noted in a mutually authorized agreement or Statement of Work:

- The software will operate in conformity with the TriTech issued software documentation:
- (i) For VisiNet Command, VisiNet Law RMS, VisiNet Mobile, and VisiNet Browser, documentation will include the User Guide, Admin Guide and applicable release notes;
 - (ii) For Standard Interfaces, documentation will be the standard Interface Requirements Document (IRD);
 - (iii) For custom applications and modules, the documentation will be the Operational Scenario Document (OSD) unless the requirements are defined in this Sales Order and no OSD will be developed.
- There is no Acceptance criteria for services.

Travel and out-of-pocket expenses will be invoiced as incurred, at actual cost, unless specifically itemized in the quotation.

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate your order, check the appropriate box below and, either, (i) attach a copy of this quotation to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this quotation to 858-799-7015 or email to salesadmin@tritech.com to indicate your acceptance.

<input type="checkbox"/>	Purchase Order required and attached, reference PO# _____ on invoice
<input type="checkbox"/>	No Purchase Order required to invoice
Please check one of the following:	
<input type="checkbox"/>	I agree to pay any applicable sales tax.
<input type="checkbox"/>	I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

Accepted for Client

City of Plano	
Client Agency/Entity Name	
Print Name	Title
Client Authorized Representative	
Signature	Date
Client Authorized Representative	

EXHIBIT A
 PAGE 2 OF 2



TriTech Software Systems
9477 Waples Street, Ste. 100
San Diego, CA 92121
Phone: 858.799.7000
Fax: 858.799.7011
www.tritech.com

May 10th, 2012

Sent via email

City of Plano, TX
P.O. Box 860358
Plano, TX 75086-0358

Attention: Mrs. Susan K. Johnson

Re: Stratus ftServer & annual Support/Maintenance Scope

Dear Mrs. Johnson:

The City has expressed a desire to purchase a Stratus ftServer as an upgrade to the City's TriTech VisiCAD computer aided dispatch system. As you are aware, TriTech is an authorized reseller of Stratus ftServer hardware and Stratus ftServer annual support and maintenance services. TriTech has been providing Stratus' fault tolerant server solutions for our clients' mission critical systems for several years and is certified by Stratus for server configuration and installation.

Based upon the specific configuration used for the VisiCAD Command dispatching system, TriTech and Stratus have developed a unique implementation and maintenance program that is only available for Stratus ftServers and support sole sourced through TriTech. This program commences with the specification of the hardware, continues through the coordination of installation services from the two organizations and culminates with the coordinated support services provided by our respective 24x7 call centers.

As a part of this project Plano will receive Stratus's total assurance services for comprehensive support and maintenance on the Stratus ft6310 server. This support plan features uptime guarantee, vendor collaboration, full operating system support, 24/7 engineer response to a critical call with minutes, around the clock root-cause problem determination and uptime assurance software subscription. If a critical availability problem arises, management escalation brings it to the attention of Stratus executives ensuring that the right resources are at work on the most rapid resolution possible.

Should you have any further questions, please do not hesitate to contact me directly at ken.schulte@tritech.com, or 720.379.3900.

Sincerely,

Ken Schulte
Client Account Manager

EXHIBIT B
PAGE 1 OF 2

Plano Stratus Support

Product Name	Notes	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Annual Stratus Support (will not exceed)		11,500.00	12,075.00	12,679.00	13,313.00	13,979.00	14,678.00

EXHIBIT 3
PAGE 2 OF 2

Stratus Technologies
ftServer® Products
LIMITED RETURN-TO-FACTORY HARDWARE WARRANTY

This Limited Hardware Warranty ("Warranty") applies to the Stratus ftServer Products sold with this Warranty Statement only if you are the original purchaser of the Products and purchased them from Stratus or an authorized Stratus distributor or reseller. Stratus warrants that the Hardware Products will be free from defects in material and workmanship and conform to its specifications during the applicable Warranty Period described below.

Hardware Product	Warranty Period (From date of Stratus Shipment)
*ftServer Systems (Hardware Only)	1 Year
Add-on Hardware Components	90 Days
**Pass Through Hardware Products	"AS IS" from Stratus; direct Manufacturer's warranty if transferable
*processing model and associated components ordered contemporaneously with and factory installed on the processing model	
**third party hardware is provided as a convenience to Customers.	

You must notify Stratus of any claimed defect within the applicable Warranty Period.

You must remove and install parts designated as "Customer Replaceable Units" or "CRUs" under the remote direction of Stratus or its Authorized Service Representative. For a list of CRUs, please refer to the Stratus Website at <http://www.stratus.com/go/support/ftserver/warrantyinfo>.

Removal and installation of parts designated as Field Replaceable Units or "FRUs" by anyone other than Stratus, its authorized service representative, or by you if you have received FRU removal certification from Stratus, will void this Warranty. For a listing of FRUs, please refer to the Stratus Web Site at <http://www.stratus.com/go/services/ipb>. FRU removal and installation services are available from Stratus at its then current rates. FRU removal and installation certification training is available from Stratus in accordance with its then current rates and policies. Stratus will replace defective FRUs on-site, on a schedule basis, during local business hours.

Unless otherwise stated, and to the extent permitted by local law, new Hardware Products may be manufactured using new materials or new and used materials equivalent to new in performance and reliability. Hardware Products may be repaired or replaced (a) with new or previously used products or parts equivalent to new in performance and reliability, or (b) with equivalent products to an original product that has been discontinued.

Stratus reserves the right, at its option, to fulfill the Warranty obligations hereunder either directly or through its designee. All parts that are replaced under this Warranty become the property of Stratus, and any replacement part returned to you takes on the Warranty status of the replaced part.

Returned parts and Products may be inspected and tested and, if it is determined that the returned part or Product is not defective, you may be charged a restocking fee and billed for any freight charges.

This Warranty does not apply to any part the serial number of which has been altered or removed or any part that has been damaged or rendered defective as a result of: (1) its use with equipment or software not furnished by Stratus, or (2) the use of parts not manufactured or sold by Stratus or its authorized representatives, or (3) modification or alteration without Stratus' prior written approval, or (4) accident, neglect, misuse, abuse or other external cause, or (5) exposure to conditions outside the range of environmental, power and operating specifications stated in the user documentation that shipped with the Product.

Warranty Support

You must first contact Stratus, or the party from which you purchased your Stratus Product if other than Stratus, for return instructions prior to returning any defective part. You may also obtain return instructions or other Warranty information by contacting your local Stratus sales office, the Stratus Web site at <http://www.stratus.com/go/support/ftserver/warrantyreplace> or your local authorized Stratus service representative. Returned parts may be refused if you do not first obtain return instructions or if you fail to follow the return instructions provided to you. You are responsible for all shipping charges for returned parts. Stratus' sole obligation and your exclusive remedy under this Warranty will be, at Stratus' option, to repair or replace any parts

that are defective and returned by you within the applicable Warranty Period to the location designated by Stratus or the authorized Stratus distributor or reseller from which you purchased the Product. Stratus will use commercially reasonable efforts to ship a repaired or replacement part to you as soon as practicable. These are your exclusive remedies for defective Products.

STRATUS IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA. STRATUS IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY STRATUS WHEN THE PRODUCT IS MANUFACTURED.

Before returning any unit for service, be sure to back up data and remove any confidential, proprietary, or personal information.

Warranty Disclaimer And Limitation of Liability:

Except as expressly set forth in this Warranty, neither Stratus, its affiliates, subsidiaries nor its or their suppliers make any other warranties, express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Stratus, its affiliates, subsidiaries and its and their suppliers expressly disclaim all warranties not stated in this Warranty Statement. Any implied warranties that may be imposed by law are limited to the terms of this Warranty Statement.

Except for damages or losses related to death or bodily injury, in no event will Stratus, its affiliates, subsidiaries or its or their suppliers, be liable for any special, indirect, punitive, incidental or consequential damages or losses (including without limitation loss of use, data, profit, savings or business), whatever the basis of the claim or action (such as breach of warranty, condition, contract, infringement and tort, including strict liability and negligence, or other legal theory) even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. To the maximum extent permitted by law, the liability of Stratus, its affiliates, subsidiaries and its and their suppliers for damages or losses for any cause whatsoever, and regardless of the basis of the claim or action will be limited to the amount you actually paid for the specific Product that caused the damages or losses.

IMPORTANT NOTICE: Some states/jurisdictions do not allow the exclusion or limitation of implied warranties or the exclusion or limitation of special, indirect, punitive, incidental or consequential damages. Consequently, such exclusions or limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state/jurisdiction to state/jurisdiction.

Pass-through Hardware Products:

Pass-through Hardware Products are provided "AS IS" but may be subject to warranties provided directly to you by their respective non-Stratus manufacturers or suppliers. For more information, contact your local Stratus sales office, the Stratus Web site at <http://www.stratus.com/go/support/fiserver/warrantyinfo> or your local authorized Stratus service representative.

Import and Export:

You acknowledge that the Products contain components, software and of technology that are of U.S. origin and are subject to U.S. Export Administration, international and national import and export control laws and regulations, including end-user, end-use and destination restrictions issued by the U.S. and other governments ("Import and Export Controls"). You agree that you shall not export, import, directly or indirectly, re-export, divert, or transfer the Product or any materials, items or technology relating to Stratus' or its licensors' business or related technical data or any direct product thereof to any destination, company or person or for any end use that is restricted or prohibited by the Import and Export Controls.

Governing Law:

This Warranty is governed by and shall be construed in accordance with the laws of the Commonwealth of Massachusetts and the United States of America, excluding the conflicts of law principles thereof. The United Nations Convention on the International Sale of Goods shall not apply to this Warranty or the Products.

INSURANCE REQUIREMENTS

1.0 General Provisions

- 1.1 The Contractor shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, City shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Contractor. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract.
- 1.2 Contractor shall cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein or cover such subcontractors under its insurance coverage.
- 1.3 The Contractor agrees that the insurance requirements specified in this section do not reduce the liability Contractor has assumed in any indemnification/hold harmless section of this contract.
- 1.4 City reserves the right to approve the security of the insurance coverage provided pursuant to this section by insurers including terms, conditions and the Certificate of Insurance. Failure of the Contractor to fully comply with requirements of this section during the term of the contract will be considered a material breach of contract and will be cause for immediate termination of the contract at the option of City.
- 1.5 Insurance coverage required by this section shall:
 - 1.5.1 Be on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by City
 - 1.5.2 Be with an insurer possessing an A-VII. A. M. Best Rating
- 1.6 **Subcontractor Insurance.** If the contractor utilizes the services of another company or subcontractor, affiliate or non-affiliate, in order to fulfill the requirements covered under this Agreement, then those other companies or subcontractors must comply with the insurance provisions within this Agreement.

2.0 Minimum Insurance Coverage & Limits

2.1 Commercial General Liability. Contractor shall maintain commercial general liability and, if necessary commercial umbrella insurance as specified below.

2.1.1 Commercial general liability insurance shall be written on an ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, product-completed operations, personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2.1.2 City, the City Council and its members, the City's agents, officers, directors and employees shall be included as an additional insured under the commercial general liability using **ISO additional insured endorsement CG 20 10 and CG 20 37** or their equivalent, including coverage for City with respect to liability arising out of the completed operations of Contractor.

2.1.3 Limits of Insurance

2.1.3.1	\$1,000,000 Per Occurrence
2.1.3.2	\$1,000,000 Personal/Advertising Injury
2.1.3.3	\$2,000,000 General Aggregate
2.1.3.4	\$2,000,000 Products/Completed Operations Aggregate

2.2 Commercial Automobile Liability. Contractor shall maintain business automobile liability insurance and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident.

2.2.1 Such automobile liability insurance shall cover liability arising out of any auto (including owned, hired, and non-owned automobiles).

2.2.2 Commercial automobile coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to the provided in ISO form CA 00 01.

2.2.3 Contractor waives all rights against City and its agents, officers, directors and employees for recovery by the commercial automobile liability or commercial umbrella liability insurance obtained by Contractor pursuant to this section or under any applicable automobile physical damage coverage.

2.3 **Workers' Compensation & Employer Liability.** Contractor shall maintain workers' compensation insurance in amounts required by appropriate state statute. The employers liability limit and, if necessary, commercial umbrella coverage shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

2.3.1 Contractor waives all rights against City, the City Council and its members, the City's agents, officers, directors and employees for recovery of damages under contractor's workers' compensation and employers liability or commercial umbrella liability insurance. Contractor must cause a **waiver of subrogation** to be effected under its workers' compensation coverage using endorsement WC 00 03 13.

3.0 Evidence of Insurance

3.1 Prior to commencement of work, and thereafter upon renewal or replacement of coverage required by this section, Contractor shall furnish City a certificate(s) of insurance, including for subcontractors cited in Section 1.6, executed by a duly authorized representative of each insurer, showing compliance with this section. **Contractor shall furnish copies of all endorsement to insurance policies as required by each section herein to the City.**

3.2 Failure of City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

3.3 City shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the City.

3.4 Failure to maintain required insurance may result in termination of this contract at sole option of the City.

3.5 The Contractor shall furnish a Certificate of Insurance (COI) evidencing insurance coverage required by this section ten (10) business days preceding commencement of contracted service(s). The COI shall:

3.5.1 List each insurers' NAIC Number or FEIN

3.5.2 List **contract number, project name/number**, name of event, location (building name, building address, etc.), date(s) of event or service being performed

3.5.3 State insurance is on a primary basis and non-contributory with any insurance/or self-insurance carried by City

3.5.4 Specifically list reference to all endorsements required herein

- 3.5.5 List the specific number of days cancellation provided pursuant to policy language for notice of cancellation on certificate
- 3.5.7 List City of Plano, Risk Management Division, 7501 A Independence Parkway, Plano, Texas, 75025 in the Certificate Holder Section



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/16/2012 14:16

PRODUCER Barney & Barney LLC CA Insurance Lic: 0C03950 9171 Towne Centre Drive, Suite 500 San Diego, CA 92122 858-457-3414	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED TT Holdings I, Inc. Et Al (See Attached) 9860 Mesa Rim Road San Diego, CA 92121	INSURER A: OneBeacon America Insurance Company	20621
	INSURER B: United National Insurance Company	13064
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
B		X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$5,000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CBL0751953	5/1/2011	5/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrences) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A			AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	711012532	5/1/2011	5/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
			EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under SPECIAL PROVISIONS below	406037181	5/1/2011	5/1/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
			OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

*10 DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.
 Bid No. 2012-182-B

General Liability coverage is primary and non-contributory.

CERTIFICATE HOLDER

City of Plano - Purchasing Division

Attn: Sharron Mason -- Sr. Buyer
 P.O. Box 860358
 Plano, TX 75086-0358

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 * DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jennifer Myers

ACORD 25 (2009/01) Client # 45335

Mst # 18375

Cert # 439783

© 1988-2009 ACORD CORPORATION. All rights reserved.

Subject:

The ACORD name and logo are registered marks of ACORD

EXHIBIT D
 PAGE 5 OF 9

Attachment Page

Named Insured Schedule

TriTech Holdings, Inc., A Delaware Corporation

TriTech Software Systems, a California Corporation

Information Management Corporation

Ortivus, Inc.

TriTech Emergency Medical Systems Canada ULC

TriTech Emergency Medical Systems, Inc.

TriTech Delaware, LLC

Vision Enterprises, Inc.

VisionAIR, Inc.

Vision Acquisition, Inc.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT D

PAGE 7 OF 9

INSURED: TT Holdings I, Inc.

POLICY #: CBL0751953

COMPANY: United National Insurance Company

POLICY PERIOD: 5/1/2011

TO 5/1/2012

EFFECTIVE DATE: 05/01/2011

COMMERCIAL GENERAL LIABILITY
CG 20 33 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

INSURED: TT Holdings I, Inc.

COMPANY: OneBeacon America Insurance Company

POLICY PERIOD: 5/1/2011

TO 5/1/2012

POLICY #: 406037181

EFFECTIVE DATE: 05/01/2011

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver
Name of person or organization

(X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver. **BLANKET**

2. Operations:

3. Premium
The premium charge for this endorsement shall be 0.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Countersigned By _____

Jurat

State of California

County of San Diego

Subscribed and sworn to (or affirmed) before me on this 26th day of July,

20 12 by Blake Clark,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Shawna M Jones
Signature

(Notary seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Affidavit of No Prohibited Interest

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 12 Document Date 7/27/12

Re: Contract b/t Plano, TX and TriTech

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document

STRATUS TECHNOLOGIES ftServer[®] SOFTWARE END-USER LICENSE AGREEMENT

THIS END-USER LICENSE AGREEMENT ("EULA") CONSTITUTES THE LEGAL AGREEMENT BETWEEN THE LICENSEE ("YOU") AND STRATUS TECHNOLOGIES IRELAND LIMITED ("STRATUS") FOR THE STRATUS[®] ftServer[®] SOFTWARE PRODUCTS, CERTAIN THIRD PARTY SOFTWARE PRODUCTS* AND RELATED MEDIA, MATERIALS AND DOCUMENTATION ("PRODUCTS"). BY INSTALLING THE PRODUCT OR RETAINING IT FOR MORE THAN TEN (10) DAYS, YOU AGREE TO BE BOUND BY THIS EULA. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT USE THE PRODUCTS AND YOU MUST RETURN THE UNUSED PRODUCTS WITHIN TEN (10) CALENDAR DAYS OF RECEIPT FOR A FULL REFUND OF ANY PAID PRODUCT USE FEES. CONTACT YOUR PRODUCTS SUPPLIER OR VENDOR FOR RETURN INSTRUCTIONS. IF YOU RECEIVED THE PRODUCTS DIRECTLY FROM STRATUS, REFER TO THE STRATUS WEB SITE AT "www.stratus.com" OR CONTACT YOUR LOCAL STRATUS SALES OFFICE FOR RETURN INSTRUCTIONS. IF STRATUS PROVIDES YOU WITH AN UPDATE TO ANY PRODUCT FURNISHED UNDER THIS EULA, YOU AGREE TO DESTROY THE PREVIOUS VERSION PRODUCT WITHIN A REASONABLE TIME AND USE ONLY THE PRODUCT'S UPDATED VERSION.

THE PERSON ENTERING INTO THIS EULA REPRESENTS AND WARRANTS THAT HE IS AUTHORIZED TO ENTER INTO A BINDING AGREEMENT ON BEHALF OF HIS EMPLOYER AS THE LICENSEE.

*This EULA applies to the Stratus Software Products and any third party software programs (such as EMC software products) that are supplied by Stratus or its resellers but that are not packaged with a separate end-user license agreement (the Stratus Software Products and such third party software programs collectively hereinafter referred to as the "Products").

- 1 Software License. Except for the limited use right set forth in this Section 1, Stratus and its licensors ("Licensors") shall own all right, title and interest in and to the Products and any copies of the Products. The Products are licensed, not sold. Any updates, supplements, corrections or bug fixes for the Products will be governed by the terms of this EULA.
 - 1.1 You acknowledge that you have only a non-exclusive and limited right to use the object code version of the Products on a single ftServer system and the applicable peripheral devices (including without limitation storage equipment) sold to you by Stratus or its authorized distributor or reseller (collectively, the "System") in accordance with this EULA. You may make a single copy of the Products in object code form for archival or backup purposes. You may not remove or obscure any proprietary rights notice, Restricted Rights legend (as defined in section 1.4 below) or other notice (collectively, "Notices") included with the Products. You must include all Notices on all copies of the Products. You may not reverse engineer, decompile or disassemble the Products or attempt to gain access to the source code for the Products, except and only to the extent that it is expressly permitted by applicable law, and, to the extent applicable law permits contractual waiver of such right, you hereby waive your rights to do so.
 - 1.2 Provided you have not breached any of your duties or obligations under this EULA, you may permanently transfer the Products and all rights under this EULA only as part of a one-time sale or transfer of the System on which the Products are installed and only to a transferee who agrees to be bound by all of the terms and conditions set forth in this EULA. Upon such transfer, you agree that you will (1) transfer all of the Products with the System, (2) retain no copies of the Products, and (3) assign all rights and delegate all obligations under this EULA to your transferee. You will not otherwise transfer or assign the Products or this EULA and/or any rights or obligations hereunder without the prior written consent of Stratus.
 - 1.3 Without prejudice to any other rights, Stratus has the right to terminate this EULA and refuse to ship any Products if you fail to pay any relevant license fees or other charges. Your rights under this EULA will automatically terminate if you breach any of your material obligations under this EULA. Upon any termination of this EULA, you will return to Stratus or its designee, or if instructed by Stratus to do so, destroy all copies of the Products promptly after such termination.
 - 1.4 The Products include commercial computer software that has been developed entirely at private expense and is regularly used for non-governmental purposes and licensed to the public. All software provided to the U.S. Government is provided with "Restricted Rights" as provided in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR 48 CFR 252.227-7013 (OCT 1988), as applicable. All rights not expressly granted are reserved.
- 2 Confidentiality. You acknowledge that the Products embody trade secrets and proprietary information and materials of Stratus and its Licensors ("Confidential Information"). You agree not to disclose such Confidential Information to any third party. Without limiting the foregoing, you agree to treat the Confidential Information with at least the same degree of care with which you treat your own confidential information of like importance, but in no event will you

treat such Confidential Information with less than reasonable care. Notwithstanding the above, you will have no liability with regard to any Confidential Information that (1) was in the public domain at the time it was disclosed or has entered the public domain through no fault of you, (2) was known to you, without restriction, at the time of disclosure, (3) was independently developed by you without any use of or reference to the Confidential Information, or (4) is disclosed pursuant to a valid order or requirement of a court, administrative agency, or other governmental body, provided that you promptly furnish to Stratus notice of such requirement or order enabling Stratus and its Licensors to seek a protective order or otherwise prevent or restrict such disclosure.

3 Infringement Indemnity.

3.1 Stratus will defend any claim brought against you alleging that the Products infringe a patent or copyright in your jurisdiction, and will indemnify you against all damages and costs finally awarded against you provided that Stratus is notified promptly in writing of the claim and given full authority, information and assistance for the defense and/or settlement of such claim, which defense and/or settlement will be under the sole control of Stratus. If a claim has occurred, or in Stratus' opinion is likely to occur, you agree to permit Stratus, at its sole option and expense, to (1) procure for you the right to continue using the Products, or (2) to replace or modify the Products so that they are non-infringing. If in Stratus' sole judgment neither of the foregoing alternatives is commercially practicable, Stratus may terminate this license, remove the Products and refund to you the product use fees as depreciated or amortized by an equal annual amount over the lifetime of the Products taking into account generally accepted accounting practices.

3.2 Neither Stratus, nor its affiliates, subsidiaries nor the Licensors will have any liability for any claim based upon or arising out of (1) the combination, operation or use of the Products with (a) any Microsoft or other third party software programs, (b) any equipment, devices or software not supplied by Stratus, or (2) the alteration or modification of any Products. **To the full extent permitted by law, this section states the entire liability of Stratus, its affiliates, subsidiaries and the Licensors and your sole remedy with respect to any claim of infringement.**

4 Limited Warranty.

4.1 Stratus warrants that the media containing each Product will be free from defects in material and workmanship for thirty (30) days from the date of receipt. Stratus' sole liability and your exclusive remedy for such defective Product media will be to replace the defective media free of charge. You may obtain information for reporting warranty defects from your Products supplier or vendor or from the Stratus web site at "www.stratus.com".

4.2 Stratus does not represent or warrant that the Products will operate without interruption or will be error free. This warranty does not apply to defects attributable to (1) modification or alteration of the Products made without the prior written approval of Stratus, (2) accident, neglect, misuse or abuse, or (3) exposure to conditions outside the range of the environmental, power and operating specifications provided by Stratus.

5 Disclaimer And Limitation of Liability:

5.1 Except as expressly set forth in this EULA, neither Stratus, its affiliates, subsidiaries nor the Licensors make any other warranties, express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Stratus, its affiliates, subsidiaries and the Licensors expressly disclaim all warranties not stated in this EULA. Any implied warranties that may be imposed by law are limited to the terms contained in this EULA to the maximum extent permitted by law.

5.2 Except for damages or losses related to death or bodily injury, in no event will Stratus, its affiliates, subsidiaries or the Licensors, be liable for any special, indirect, punitive, incidental or consequential damages or losses (including without limitation loss of use, data, profit, savings or business), whatever the basis of the claim or action (such as breach of warranty, condition, contract, infringement and tort, including strict liability and negligence, or other legal theory) even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. To the maximum extent permitted by law, the liability of Stratus, its affiliates, subsidiaries and the Licensors for damages or losses for any cause whatsoever, and regardless of the basis of the claim or action will be limited to the amount you actually paid for the specific Product that caused the damages or losses. Because some states or countries do not allow a limitation on the duration of an implied warranty or the exclusion of incidental or consequential damages, the above limitations and/or exclusions may not apply to you.

6 **Import / Export.** You acknowledge that the Products are of U.S. origin and are subject to U.S. Export Administration, international and national import and export control laws and regulations, including end-user, end-use and destination restrictions issued by the U.S. and other governments ("Import and Export Controls"). You agree that you will not export, import, directly or indirectly, re-export, divert, or transfer the Product or, any materials, items or

technology relating to Stratus' or the Licensors' business or related technical data or any direct product thereof to any destination, company or person restricted or prohibited by the Import and Export Controls.

7 General Terms and Conditions.

7.1 This EULA constitutes the entire agreement between you and Stratus with respect to the subject matter hereof and supersedes all previous and contemporaneous written and oral representations, proposals, negotiations and communications, including, without limitation, the terms and conditions of any purchase order. You acknowledge that the terms and conditions of this EULA are intended to inure to the benefit of Stratus' affiliates, subsidiaries and the Licensors as third party beneficiaries of the EULA, any and all of which will be entitled to invoke such terms and conditions on their behalf and enforce such terms and conditions against you. You further acknowledge that Stratus' affiliates, subsidiaries and the Licensors accept their third party beneficiary rights and that such rights will be deemed irrevocable.

7.2 Stratus may assign this EULA or any of the rights or obligations hereunder, and any causes of action arising hereunder, to any third party without necessity or obligation of notice to you. The waiver or failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further right hereunder. The invalidity or unenforceability of any provision of this EULA will not affect the validity or enforceability of any other provision, the remaining provisions being deemed to continue in full force and effect.

7.3 Stratus will not be responsible for any failure to perform its obligations under this EULA due to circumstances beyond its reasonable control, including without limitation acts of God, war, riot, terrorism, embargoes, acts of civil or military authorities, fire, flood or accidents. You agree that Stratus will be entitled to all legal and equitable remedies otherwise available to it to protect the intellectual property, proprietary rights and Confidential Information of itself and its Licensors, including, without limitation, the right to seek and obtain injunctive relief and enforce the same against you without the necessity of having to post bond or other such guarantee.

7.4 Sections 1.1, 1.3, 1.4, 2, 3.2, 5, 6, and 7 will survive any termination of this EULA. Except and only to the extent prohibited by applicable law, this EULA will in all respects, be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the United States of America, excluding the choice of law principles thereof. The United Nations Convention on the International Sale of Goods will not apply to this EULA or the Products. You consent to the jurisdiction and venue of the state and federal courts in and for Suffolk County, Massachusetts, U.S.A. for the resolution of any dispute arising under or related to this EULA or the Products; provided, however, that Stratus, its affiliate, subsidiaries and the Licensors may initiate legal action in any court with jurisdiction over you for the enforcement of this EULA.

Stratus Technologies acknowledges and agrees that this EULA has been made part of the Contract between the City of Plano, TX and TriTech Software Systems. As a result thereof, Stratus Technologies acknowledges, for purposes of this EULA, it has become a third party to such Contract specifically for acknowledging its obligation to defend the City of Plano against any third party claims as addressed in paragraph 3 above.

LICENSEE:

City of Plano

Stratus Technologies Ireland, Ltd

Signature

Kathleen J. Hefault
Signature

Printed Name and Title

KATHLEEN J. HEFAULT, FINANCE MGR.
Printed Name and Title

Date

August 20, 2012
Date

In the event of a third party claim for patent or copyright infringement, Licensee shall contact Stratus in writing at the following address:

Stratus Technologies
U.S. Operations
111 Powdermill Road
Maynard, MA 01754-3409
Telephone: 1-978-461-700