Amendment No. 6 to
Contract No. NA130000061 for
Maintenance, Support and Programming of Financial Report Storage and Retrieval Software
between **FISERV SOLUTIONS, INC.** dba Fiserv and the **City of Austin**

1.0 The City hereby exercises the hold over provision of the above-referenced contract for a period of 60 days in accordance with the hold over language in the "Term of Contract provision which reads as follows:

> Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

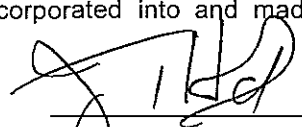2.0 The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 11/01/2012-10/31/2013	$ 69,250.00	$ 69,250.00
Amendment No. 1: Option 1 11/01/2013 -10/31/2014	$46,150.00	$115,400.00
Amendment No. 2: Option 2 11/01/2014 -10/31/2015	$46,150.00	$161,550.00
Amendment No. 3: Option 3 11/01/2015 -10/31/2016	$46,150.00	$207,700.00
Amendment No. 4: Option 4 11/01/2016 -10/31/2017	$46,150.00	$253,850.00
Amendment No. 5 2- month Holdover 11/1/2017-1/1/2018	$ 0	$ 253,850.00
Amendment No. 6 30-day Holdover 1/2/2018- 2/1/2018	$ 0	$ 253,850.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

5.0 All other terms and conditions remain the same.

By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

4/4/18

James T. Howard
Procurement Manager
City of Austin
1124 S. IH 35
Austin, Texas 78701

Amendment No. 5 to
Contract No. NA130000061 for
Maintenance, Support and Programming of Financial Report Storage and Retrieval Software
between **FISERV SOLUTIONS, INC.** dba Fiserv and the **City of Austin**

1.0 The City hereby exercises the hold over provision of the above-referenced contract for a period of 60 days in accordance with the hold over language in the "Term of Contract provision which reads as follows:

> Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

2.0 The total Contract authorization is recapped below:

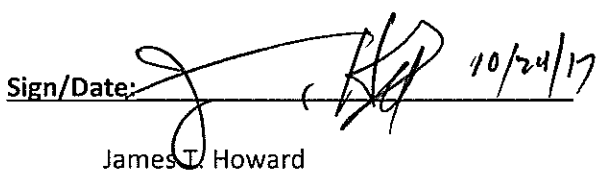| Action	Action Amount	Total Contract Amount
Initial Term: 11/01/2012 – 10/31/2013	$ 69,250.00	$ 69,250.00
Amendment No. 1: Option 1 11/01/2013 -10/31/2014	$46,150.00	$115,400.00
Amendment No. 2: Option 2 11/01/2014 -10/31/2015	$46,150.00	$161,550.00
Amendment No. 3: Option 3 11/01/2015 -10/31/2016	$46,150.00	$207,700.00
Amendment No. 4: Option 4 11/01/2016 -10/31/2017	$46,150.00	$253,850.00
Amendment No. 5: 2 month Holdover 11/1/2017-1/1/2018	$ 0	$ 253,850.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

5.0 All other terms and conditions remain the same.

By the signature affixed below, this amendment is hereby incorporated into and made a part of the above referenced contract.

Sign/Date: 10/24/17

James T. Howard
Procurement Manager
City of Austin
1124 S. IH 35
Austin, Texas 78701

Amendment No. 4
to
Contract No. NA130000061
for
Maintenace, Support and Programming of
Financial Report Storage and Retrieval Software
between
Fiserv Solutions, Inc.
dba Fiserv
and the
City of Austin

1.0 The Dates column in the table under "2. Fees" of Exhibit A Software and Fees of the contract have been corrected to reflect the accurate range of years of coverage. The previous range had been off by one year (beginning with 2011-2012).

Contract Year	Dates	Annual Fee	Annual Page Allotment*	Annual Telephone Support Hours**
1	2012-2013	$16,000	12,000,000	30
2	2013-2014	$12,000	12,000,000	30
3	2014-2015	$8,000	12,000,000	30
4	2015-2016	$6,000	12,000,000	30
5	2016-2017	$4,750	12,000,000	30
		$46,750		

2.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective November 1, 2016 through October 31, 2017. No options remain.

3.0 The total contract not-to-exceed amount is increased by $46,150.00 for the extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 11/01/2012 – 10/31/2013	$69,250.00	$69,250.00
Amendment No. 1: Option 1 11/01/2013 – 10/31/2014	$46,150.00	$115,400.00
Amendment No. 2: Option 2 11/01/2014 – 10/31/2015	$46,150.00	$161,550.00
Amendment No. 3: Option 3 11/01/2015 – 10/31/2016	$46,150.00	$207,700.00
Amendment No. 4: Option 4 11/01/2016 – 10/31/2017	$46,150.00	$253,850.00

4.0 MBE/WBE goals do not apply to this contract.

5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of

Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: _Wachtel 10/26/2016_   Sign/Date: _Linell Goodin-Brown 10-28-16_

Printed Name: _KEVIN J. WACHTEL_   Linell Goodin-Brown
Authorized Representative   Contract Compliance Supervisor

Fiserv Solutions, Inc. dba Fiserv   City of Austin
901 South MoPac Expressway   Purchasing Office
Building III, Suite #500   124 W. 8th Street, Ste. 310
Austin, Texas 78746   Austin, Texas 78701
(512) 314-7064
chris.gentry@fiserv.com

MZ 7/12/13

Amendment No. 3
to
Contract No. NA130000061
for
Maintenace, Support and Programming of
Financial Report Storage and Retrieval Software
between
Fiserv Solutions, Inc.
dba Fiserv
and the
City of Austin

1.0   The Dates column in the table under "2. Fees" of Exhibit A Software and Fees of the contract have been corrected to reflect the accurate range of years of coverage. The previous range had been off by one year (beginning with 2011-2012).

Contract Year	Dates	Annual Fee	Annual Page Allotment*	Annual Telephone Support Hours**
1	2012-2013	$16,000	12,000,000	30
2	2013-2014	$12,000	12,000,000	30
3	2014-2015	$8,000	12,000,000	30
4	2015-2016	$6,000	12,000,000	30
5	2016-2017	$4,750	12,000,000	30
		$46,750		

2.0   The City hereby exercises this extension option for the subject contract. This extension option will be effective November 1, 2015 through October 31, 2016. One option remains.

3.0   The total contract not-to-exceed amount is increased by $46,150.00 for the extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 11/01/2012 – 10/31/2013	$69,250.00	$69,250.00
Amendment No. 1: Option 1 11/01/2013 – 10/31/2014	$46,150.00	$115,400.00
Amendment No. 2: Option 2 11/01/2014 – 10/31/2015	$46,150.00	$161,550.00
Amendment No. 3: Option 3 11/01/2015 – 10/31/2016	$46,150.00	$207,700.00

4.0   MBE/WBE goals do not apply to this contract.

5.0   By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

MZ 7/12/13

6.0   All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: ⟨signature⟩ C Ritchie   8-12-15   Sign/Date: ⟨signature⟩ Linell Goodin-Brown

Printed Name: Chris Ritchie   ~~Joe Barrios~~ Linell Goodin-Brown   10-21-15
Authorized Representative   ~~Acting~~ Contract Compliance Supervisor

Fiserv Solutions, Inc. dba Fiserv   City of Austin
901 South MoPac Expressway   Purchasing Office
Building III, Suite #500   124 W. 8th Street, Ste. 310
Austin, Texas 78746   Austin, Texas 78701
(512) 314-7064
chris.gentry@fiserv.com

Amendment No. 2
to
Contract No. NA130000061
for
Maintenance, Support and Programming of
Financial Report Storage and Retrieval Software
between
Fiserv Solutions, Inc.
and the
City of Austin

1.0 The Dates column in the table under "2. <u>Fees</u>" of Exhibit A Software and Fees of the contract have been corrected to reflect the accurate range of years of coverage. The previous range had been off by one year (beginning with 2011-2012).

Contract Year	Dates	Annual Fee	Annual Page Allotment*	Annual Telephone Support Hours**
1	2012-2013	$16,000	12,000,000	30
2	2013-2014	$12,000	12,000,000	30
3	2014-2015	$8,000	12,000,000	30
4	2015-2016	$6,000	12,000,000	30
5	2016-2017	$4,750	12,000,000	30
		$46,750		

2.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective November 1, 2014 through October 31, 2015. Two options remain.

3.0 The total contract not-to-exceed amount is increased by $46,150.00 for the extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 11/01/2012 – 10/31/2013	$69,250.00	$69,250.00
Amendment No. 1: Option 1 11/01/2013 – 10/31/2014	$46,150.00	$115,400.00
Amendment No. 2: Option 2 11/01/2014 – 10/31/2015	$46,150.00	$161,550.00

4.0 MBE/WBE goals do not apply to this contract.

5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 All other terms and conditions remain the same.

MZ 7/12/13

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: _Chris C Ritchie_ 9-18-2014

Printed Name: Chris Ritchie
General Manager

Fiserv Solutions, Inc.
901 South MoPac Expressway
Building III, Suite #500
Austin, Texas 78746

Sign/Date: _____ 10/24/14

Debbie DePaul
Contract Compliance Supervisor

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

CONTRACT
BETWEEN THE CITY OF AUSTIN
AND
Fiserv Solutions, Inc.
For
Maintenance, Support and Programming of Financial Report Storage and Retrieval Software

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Fiserv Solutions, Inc. ("Contractor"), having offices at 901 South Mopac Expressway, Bldg III Ste. #500, Austin, TX 78746.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1   **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work, in support of that certain software of the Contractor which shall be licensed to the City (the "Software") subject to and in accordance with the terms of Appendix A (the "License Agreement"). For the avoidance of doubt, the Software and the City's use thereof shall be solely governed by the terms of the License Agreement and no contrary or additional terms or conditions hereof shall have any force or effect with respect thereto.

1.2   **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities assigned to the Contractor and identified in the Scope of Work (Exhibit B) and the Support and Maintenance Services (Exhibit C). In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3   **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4   **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Tom Harrelson, Director, Account Services, tom.harrelson@fiserv.com, Phone: (512) 329-0081 ext. 3332. The City's Contract Manager for the engagement shall be Larry Morris, System Support Manager, larry.morris@austintexas.gov, (512) 974-2587. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager of the replacement.

SECTION 2. SCOPE OF WORK

2.1   **Contractor's Obligations.** The Contractor shall fully and timely provide all services described herein in accordance, in all material respects, with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations, in each case, as applicable to the Contractor in the performance of its obligations under this Contract.

2.2   **Tasks.** In order to accomplish the work described here, the Contractor shall perform each of the following tasks:

2.2.1   See Scope of Work (Exhibit B) and Support and Maintenance Services (Exhibit C).

SECTION 3. COMPENSATION:

3.1   **Contract Amount**. The Contractor will be paid at those rates as indicated in Exhibit A. On-going maintenance services will be fully paid in advance annually. All other fees for services will be invoiced in the month following the month in which the services are performed. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed $69,250.00 for the initial twelve (12) month term, with four (4) 12-month extension options in an amount not to exceed $43,500.00 per extension option, for a total amount not to exceed $243,250.00 for all fees and expenses.

3.2   Fee Changes

i.   Requests for a change to any Fees herein shall be made in writing and submitted to the appropriate Contract Manager as defined in Clause 1.4, Designation of Key Personnel within 90 days of the annual renewal date. The letter must be signed by a person with the authority to bind the party contractually, shall reference the contract number, and include the required documentation. The only people so authorized by the City are members of the Corporate Purchasing Department located at 124 W. 8th Street, St 310, Austin, TX 78701. The ability of a City employee to bind the City can be confirmed by calling 512-974-2500.

ii.   Once the change request is received, the other party will have 30 calendar days to review and approve/disapprove the requested change. Any approved change will be implemented on the start date of the new renewal period. Should the non-requesting party not agree with the requested change, the non-requesting party may either agree to keep the pricing currently in effect, negotiate an acceptable change or terminate the contract.

iii.   Any change to the Periodic Fixed Fee shall be based solely on information obtained from the following:

The Consumer Price Index for Urban Wage Earners and Clerical Workers
Series ID: **CWUR0000SAE21**, Not Seasonally Adjusted
Area: U.S. city average
Item: Information and information processing
Base Period: December 1997=100
Periodicity: Monthly

iv.   To access the above information, go to Bureau of Labor Statistics Data @ http://data.bls.gov/. Click on Databases and Tools and go to Urban Wage Earners and Clerical Workers "Multi-Screen". Using the descriptive information above follow the prompts until you get to the listed Series I.D.

v.   The Parties agree that regardless of any changes to the CPI, referenced in iii, above, the Annual Support Rate will not fall below $9,350/year and no annual increase will exceed 5%/year.

3.3   **Invoices**

3.3.1   **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin

Department	Financial and Administrative Services Department (FASD) – Controller's Office
Attn:	Accounts Payable
Address:	PO Box 2920
City, State, Zip Code	Austin, TX 78768

3.3.2   Time billed for labor shall be limited to hours actually worked in connection with the services to be supplied by the Contractor hereunder.

3.3.3   Intentionally Deleted

3.3.4   Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.4   **Payment**

3.4.1   All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.4.2   **If payment is not timely made, (per this paragraph), Interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

The City may withhold any disputed part of any payment otherwise due the Contractor to such extent that, prior to the due date thereof, the City has provided the Contractor with written notice describing the disputed amounts in reasonable detail. Such notice may be delivered by email to the Contractor's point of contact.

3.4.3   Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.4.4   Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.5   **Non-Appropriation.** The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. Nothing herein shall relieve the City of its obligations to pay for those services performed by the Contractor prior to the Contractor's receipt of any notice.

3.5   **Travel Expenses**: There are no travel expenses to be paid on this contract.

3.6   **Final Payment and Close-Out**

3.6.1   The making and acceptance of final payment will constitute a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet

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settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** This Contract shall become effective on November 1, 2012 ("Effective Date"). The Contract shall be in effect for an initial term of twelve (12) months and may be extended thereafter for up to four (4) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.1.2 This is a potential 60 months Contract. Fees for the potential 60 months are detailed in Exhibit A.

4.2 **Right To Assurance**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default**: A party hereto shall be in default under the Contract if such party (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in any report or deliverable required to be submitted to the other party pursuant to the terms of this Contract.

4.4 **Termination For Cause:**. In the event of a default, the non-defaulting party shall have the right to terminate the Contract for cause, by written notice effective thirty (30) calendar days, unless a later date is otherwise specified, after the date of receipt of such notice by the breaching party, unless the breaching party, within such thirty (30) day period, cures such default, or provides evidence sufficient to prove to the non-breaching party's reasonable satisfaction that such default does not, in fact, exist. If any default remains uncured, then, in lieu of termination, the City may place Contractor on probation for a specified period of time within which the Contractor must correct any outstanding defaults. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to correct all defaults during the probation period, the City may proceed with suspension. In the event of any uncured default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall, subject to limitations set forth in Section 7.29 hereof and, as applicable, Section 11 of the License Agreement, be entitled to seek recovery all actual damages, costs, losses and expenses, incurred by the City as a direct result of the Contractor's default. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon ninety (90) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor for all goods

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delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof and clause 3.4 above.

4.6 **Fraud**: Fraudulent statements by the Contractor in any report or deliverable required to be submitted by the Contractor to the City under this Contract shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 **Insurance**: The following insurance requirements apply.

5.1.1 General Requirements

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

Intentionally Deleted
5.1.1.5 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

5.1.1.6 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

> City of Austin
> Purchasing Office
> P. O. Box 1088
> Austin, Texas 78767

5.1.1.7 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.8 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements herein, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.9   The City shall be entitled, upon request, at Contractor's parent's Corporate headquarters at 255 Fiserv Drive, Brookfield, WI, and without expense, to review certified copies of policies and endorsements.

5.1.1.10   The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.11   The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.12   The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies.

5.1.2   **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1   **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1   Blanket contractual liability coverage.

5.1.2.1.2   Independent Contractor's Coverage.

5.1.2.1.3   Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4   Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5   Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6   The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2   **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $1,000,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements:

5.1.2.2.1   The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.

5.1.2.3   **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury

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each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

        5.1.2.3.1   The Contractor's policy shall apply to the State of Texas.

        5.1.2.3.2   Waiver of Subrogation, Form WC 420304, or equivalent coverage.

        5.1.2.3.3   Thirty (30) calendar days Notice of Cancellation, Form WC 420601, or equivalent coverage.

5.1.2.5   **Endorsements**. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5.2   Equal Opportunity

5.2.1   **Equal Employment Opportunity:** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification and has submitted a copy of the Contractor's employment non-discrimination policy. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit E. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.2   **Americans With Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.3   **Acceptance of Incomplete or Non-Conforming Deliverables:** If, instead of requiring correction or removal and replacement of defective or non-conforming deliverables, in accordance with the acceptance procedures, if any, set forth in the Exhibits hereto, the City prefers to accept it, the City may do so. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are agreed upon by the parties in writing as necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such agreed upon amount will be refunded to the City by the Contractor.

5.4   **Delays:**

5.4.1   The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.4.2   Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond

the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

Ownership And Use Of Deliverables: The Contractor shall own all rights, titles, and interests throughout the world in and to the deliverables, including any and all intellectual property rights therein, and the City hereby expressly acknowledges and agrees that, in no event and under no circumstances shall any deliverables be deemed, considered or otherwise construed as work made-for-hire by the Contractor. Deliverables shall be licensed to the City for its use subject to and in accordance with the terms of the License Agreement In any and all case(s) the City's right to the ownership of the data contained within the reports shall be retained by the City.

5.5   **Rights to Proposal and Contractual Material**: Any materials submitted by the Contractor to the City shall be subject to the Texas Public Information Act. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such; provided that in no event shall Contractor be required to mark the Software (including without limitation, any modifications, upgrades, or enhancements thereto) or any documentation or other materials provided in connection with or relating to the Software, each of which is hereby acknowledged to be proprietary and confidential information of the Contractor. Except as set forth herein, determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.6   **Intentionally Deleted**

SECTION 6. WARRANTIES

6.1   **Warranty - Price**

6.1.1   The Contractor certifies that the Fees/prices in Exhibit A have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.2   **Warranty – Services**: The Contractor warrants and represents that all services to be provided the City under this Contract will be performed in a good and workmanlike manner in accordance with generally accepted standards and practices in the Contractor's industry, and, in all material respects, with the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations, in each case, to the extent the same are applicable to Contractor in its performance of its obligations hereunder. Additional warranties are provided for in Sections 7.12 and 7.27 of this Contract.

THE WARRANTIES STATED IN THIS CONTRACT ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS UNDER THIS CONTRACT. THE CITY HEREBY EXPRESSLY WAIVES, ALL OTHER REPRESENTATIONS, CONDITIONS, OR WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE.

SECTION 7. MISCELLANEOUS

7.1   **Place and Condition of Work**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a

timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. Contractor shall be provided written notice of any laws, rules and regulations which are unique to the site.

7.2   **Workforce**

7.2.1   The Contractor shall utilize for the performance of its obligations hereunder only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract. Fiserv asserts they will not utilize subcontractors for the work performed under this Contract.

7.2.2   The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1   use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract.

7.2.2.2   use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3   If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall promptly investigate such allegation and, if determined to be accurate, shall remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3   **Compliance with Health, Safety, and Environmental Regulations**: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall defend the City against all third party claims, demands, suits, actions and pay all final judgments or amounts agreed in settlement by the Contractor, arising from the breach of the Contractor's obligations under this paragraph.

7.4   **Significant Event**: The Contractor shall promptly notify the Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which is expected to have a material adverse effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to or necessarily inclusive of, the following:

7.4.1   disposal of major assets;

7.4.2   any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this contract;

7.4.3   any significant termination or addition of provider contracts;

7.4.4   the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.5   strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this contract;

7.4.6   reorganization, reduction and/or relocation in key personnel such as, but not limited to, customer service representatives or claims adjusters;

7.4.7   known or anticipated sale, merger, or acquisition;

7.4.8   known, planned or anticipated stock sales;

7.4.9   any litigation filed by a member against the Contractor; or

7.4.10 significant change in market share or product focus.

7.5   **Right To Audit**

7.5.1   The Contractor agrees that, to the extent permitted by applicable law or regulation, the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit and examine at the Contractor's site, those records of the Contractor related solely and exclusively to the performance under this Contract and, upon request, the Contractor shall provide the City with copies (or allow the City to reproduce) documents reasonably related to the fees charged to the City under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.6   **Stop Work Notice**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in direct violation of Federal, State, or local guidelines that are specifically applicable to the Contractor's internal business operations in the performance of its obligations hereunder. Upon notification, the Contractor will cease all work until the violation has been corrected.

7.7   **Indemnity:**

7.7.1   Definitions:

7.7.1.1   "Indemnified Claims" shall include any and all third party claims, demands, suits, or causes of action, including all reasonable costs and expenses incurred in connection with the use of litigation, mediation or other alternate dispute resolution mechanism to resolve such third party claims, and related attorney and other professional fees for;

7.7.1.1.1 damage to or loss of the tangible personal property of any third person; and/or;

7.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person.

7.7.1.2   "Fault" shall mean breach of any obligations undertaken pursuant to this Contract, willful misconduct, or a breach of any legally imposed strict liability standard.

7.7.2   THE CONTRACTOR SHALL, AT ITS EXPENSE, DEFEND THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER

THE CONTRACT AND SHALL PAY THOSE AMOUNTS FINALLY AWARDED TO SUCH THIRD PARTY BY A COURT OF COMPETENT JURISDICTION OR AGREED IN SETTLEMENT BY THE CONTRACTOR. THE CITY SHALL PROVIDE THE CONTRACTOR WITH PROMPT WRITTEN NOTICE OF ANY INDEMNIFIED CLAIM AND THE CONTRACTOR SHALL HAVE THE SOLE RIGHT TO CONTROL THE DEFENSE OR OTHER DISPOSITION OF SUCH CLAIM. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

THE CITY MAY, AT ITS EXPENSE, ENGAGE COUNSEL OF ITS CHOOSING TO PARTICIPATE IN SUCH DEFENSE TO PROTECT ITS INTERESTS. THE CONTRACTOR WILL NOT, WITHOUT THE CITY'S PRIOR WRITTEN CONSENT, OBLIGATE THE CITY IN ANY WAY TO UNDERTAKE ANY ACTIONS OR TO REFRAIN FROM TAKING ANY ACTIONS WHICH THE CITY IS NOT ALREADY OTHERWISE OBLIGATED TO UNDERTAKE OR REFRAIN FROM UNDERTAKING (INCLUDING, WITHOUT LIMITATION, THE PAYMENT OF MONIES IN ADDITION TO THOSE CONTEMPLATED BY THIS CONTRACT), AS THE CASE MAY BE.

7.8   **Claims**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which would, if decided against the Contractor, have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City promptly after receipt of notice by the Contractor. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.9   **Notices**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:	To the Contractor:
City of Austin, Purchasing Office	Fiserv Solutions, Inc.
ATTN: Contract Administration	ATTN: Tom Harrelson
P O Box 1088	901 South Mopac Expressway
Austin, TX 78767	Austin, TX 78746

7.10   **Confidentiality**: In connection with the performance of each party's obligations under this Contract, a party ("Recipient") may require access to certain of the other party's ("Discloser") and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the Discloser or its licensors consider confidential) (collectively, "Confidential Information"). Recipient acknowledges and agrees that the Confidential Information is the valuable property of the Discloser and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the Discloser and/or its licensors. The Recipient (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information of Discloser in strict confidence and, except as required for the performance of its obligations under this Contract, shall not disclose, disseminate, copy, divulge, recreate, or otherwise use such Confidential Information without the prior written consent of the Discloser or use the Confidential Information in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Recipient promptly notifies Discloser before disclosing such information so as to permit Discloser reasonable time to seek an appropriate protective order. Recipient agrees to use protective measures no

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less stringent than Recipient uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.11 **Advertising**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.12 **No Contingent Fees**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty which results in the City incurring an obligation to pay any commission, percentage, brokerage or contingent fee, the City shall have the right, to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.13 **Gratuities**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. .

7.14 **Prohibition Against Personal Interest in Contracts**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.15 **Independent Contractor**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.16 **Assignment-Delegation**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by either party without the prior written consent of the other party. Any attempted assignment or delegation shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.17 **Waiver**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.18 **Modifications**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any invoice, order or other document issued by either the City or the Contractor shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.19 **Interpretation**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance

or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other.

7.20 **Dispute Resolution**

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.20.3 In the event of any legal proceedings, the prevailing party in any arbitration, suit, or action brought by one party against the other party to enforce the terms of this Contract or any rights or obligations hereunder, shall be entitled to receive its reasonable costs, expenses, and attorneys' fees of bringing such arbitration, suit, or action.

7.21 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program:**

7.21.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.21.2 The City of Austin has determined that no goals are appropriate for this Contract.

7.21.3 Contractor asserts no portion of the services will be subcontracted.

7.22 **SUBCONTRACTORS – INTENTIONALLY DELETED**

7.23 **Living Wages and Benefits** (applicable to procurements involving the use of labor)

7.23.1 In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is $11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation.

7.23.2 Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.

7.23.3 The City requires Contractors to provide a signed certification within five (5) calendar days of contract execution certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than $11.00 per hour and are offered a health care plan (see Exhibit G, Living Wages and Benefits Contractor Certification). The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.

7.23.4 The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:

  7.23.4.1 employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;

  7.23.4.2 time and date of week when employee's workweek begins;

  7.23.4.3 hours worked each day and total hours worked each workweek;

  7.23.4.4 basis on which employee's wages are paid;

  7.23.4.5 regular hourly pay rate;

  7.23.4.6 total daily or weekly straight-time earnings;

  7.23.4.7 total overtime earnings for the workweek;

  7.23.4.8 all additions to or deductions from the employee's wages;

  7.23.4.9 total wages paid each pay period; and

  7.23.4.10 date of payment and the pay period covered by the payment.

7.24 **Jurisdiction And Venue**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or

ability of a party to seek and secure injunctive relief from any competent authority as contemplated herein.

7.25 **Invalidity**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.26 **Holidays**: The following holidays are observed by the City:

1.1.1 Holiday	1.1.2 Date Observed
1.2 New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
1.3 President's Day	Third Monday in February
1.4 Memorial Day	Last Monday in May
Independence Day	July 4
1.5 Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.27 **Survivability of Obligations:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.28 **Non-Suspension or Debarment Certification:** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.29 **Limitation of Liability.** (i) EXCEPT (a) IN THE EVENT OF THE CITY'S MISUSE OR MISAPPROPRIATION OF THE CONTRACTOR'S PROPRIETARY RIGHTS, (IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOSS OF GOODWILL, OR FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR TORT DAMAGES ARISING OUT OF OR RELATING TO THIS CONTRACT, REGARDLESS OF WHETHER SUCH CLAIM ARISES IN TORT, CONTRACT, OR OTHERWISE.

(ii) EXCEPT AS SET FORTH IN SUBSECTIONS (iii) AND (iv) BELOW, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER OR ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS

RELATING TO THIS CONTRACT SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE FEES PAID BY THE CITY IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE EVENT GIVING RISE TO A CAUSE OF ACTION OCCURRED.

(iii) THE CONTRACTOR'S AGGREGATE LIABILITY TO THE CITY AND ANY THIRD PARTY WITH RESPECT TO ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 7.7 OF THIS CONTRACT SHALL IN NO EVENT EXCEED $500,000.

(iv) THE LIMITATIONS SET FORTH IN SUBSECTION (ii) ABOVE SHALL NOT APPLY WITH RESPECT TO THE CITY'S MISUSE OR MISAPPROPRIATION OF THE CONTRACTOR'S PROPRIETARY RIGHTS

(v) NOTHING IN THIS SECTION 7.29 SHALL BE DEEMED OR OTHERWISE CONSTRUED TO LIMIT THE CITY'S OBLIGATION TO PAY ANY FEES DUE OR OWING PURSUANT TO THIS CONTRACT.

7.30 **Non-Solicitation**. The City shall not, without the Contractor's prior written consent, directly or indirectly, solicit for employment or hire any Restricted Employee (as defined herein) within the 12-month period starting on the earlier of: (i) termination of such Restricted Employee's employment with the Contractor, or (ii) termination or expiration of this Contract. "**Restricted Employee**" means any former or current employee of Contractor or its affiliates that the City became aware of or came into contact with during the Contractor's provision of services under this Contract.

7.31 **Incorporation of Documents:** **Section 0100, Standard Purchase Definitions**, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address: **http://www.ci.austin.tx.us/purchase/standard.htm**.

7.32 **Order of Precedence:** The Contract includes the exhibits and attachments hereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

    7.32.1 this Contract;

    7.32.2 the Exhibits hereto

    7.32.3 the Attachments hereto.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

Fiserv Solutions, Inc.

By: _____
Signature

Name: _Chris Ritchie_____
Printed Name

Title: _GM, Fiserv EDD_____

Date: __11-28-12_____

CITY OF AUSTIN

By: _____
Signature

Name: _Cynthia Gonzales_____
Printed Name

Title: _Corp. Contract Compliance Mgr._

Date: _12/4/12_____

List of Exhibits / Attachments

Exhibit A   Software and Fees
Exhibit B   Statement of Work
Attachment II   Contractor Requirements
Attachment I   City's Acceptable Use Policy
Exhibit C   Support and Maintenance Service Agreement
Exhibit D   INTENTIONALLY BLANK
Exhibit E   Non Discrimination Certification (UC Note for reference only 5.2.1)
Exhibit F   Non-Suspension or Debarment Certification
Exhibit G   Living Wages and Benefits Contractor Certification
Appendix A   License Agreement

Appendix A

License Agreement

This License Agreement ('Agreement') is entered into as of November 1 , 2012 ('Effective Date') by and between Fiserv Solutions, Inc., a Wisconsin corporation with offices located at 901 South Mopac Expressway, Bldg. III, Ste., #500, Austin, TX 78746 ("Fiserv) and City of Austin, a home rule municipality incorporated by the State of Texas, with offices located at 124 W. 8th Street, Ste 310, Austin, TX 78767 ('Client').

Witnesseth:

WHEREAS, Fiserv is the licensor of Software (as defined below);

WHEREAS, Client wishes to install and Use (as defined below) Software in Client's premises; and

WHEREAS, Fiserv and Client have or will concurrently enter into that certain Contract between the City of Austin and Fiserv Solutions, Inc. for Maintenance, Support and Programming of Financial Report Storage and Retrieval Software (the "Services Agreement"), pursuant to which Fiserv shall provide certain services to Client related to or in respect of the Software.

NOW, THEREFORE, the parties agree as follows:

1. Definitions

The following definitions are used in this Agreement:

1.1 'Computer System' means the manufacturer-supplied equipment and software. Client shall have sole responsibility to own or lease, unpack, plan, install, test, and maintain the equipment according to any and all applicable building or electrical codes, regulations or requirements, as well as the manufacturer and Fiserv recommendations provided in writing to the Client.

1.2 'Documentation' means the technical end-user documentation for the Software, as delivered by Fiserv to Client with the Software, as may be updated by Fiserv from time to time.

1.3 'Enhancements' means modifications made to Software that add program features or functions not originally within the Software and that are provided upon payment of additional License Fees. Fiserv reserves the right to determine which changes are Upgrades or separately priced Enhancements.

1.4 'Location' means only the premises identified on Exhibit A to the Services Agreement.

1.5 'Maintenance Fee' means the annual fee specified in each Exhibit A to the Services Agreement.

1.6 'Non-conformity' means a failure of Software to perform in substantial accordance functions described in the Documentation.

1.7 'Operational Support' means optional Fiserv services available, at Client request, to support Client's Software operation. Operational Support shall only be available if Client is receiving Maintenance Services.

1.8 'Premium Maintenance Services' means any maintenance services as specifically identified on Exhibit A to the Services Agreement as Premium Maintenance Services.

1.9 'Professional Service Fees' means fees specified in Exhibit A to the Services Agreement for professional services provided by Fiserv related to the Software.

1.10 'Software' means the standard, unmodified computer programs in object code, together with one set of Documentation as specified in Exhibit A to the Services Agreement. Software does not include separate, independent, and stand-alone modules or subsystems that Client has developed and maintained without Fiserv's assistance.

1.11 'Software System' means the Software and Third Party Software.

1.12 'Specification Non-conformity' means a failure of the modified Software to operate in accordance with the Functional Specifications.

1.13 'Standard Maintenance Services' means maintenance services described in Exhibit C to the Services Agreement, specifically excluding Premium Maintenance Services. Standard Maintenance Services are available only with respect to the current and last prior Software release.

1.14 'Support and Maintenance Services' means Standard Maintenance Services and, if applicable Premium Maintenance Services and Operational Support.

1.15 'Taxes' means all sales, use, excise, value added, and other taxes and duties however designated levied by

any taxing authority. Taxes shall not include any levies by any taxing authority based on Fiserv's net

income.

1.16 'Third Party' means any party other than Fiserv, and its employees, agents, and subcontractors, and Client.

1.17 'Third Party Software' means software provided by Fiserv that is owned or licensed by Third Parties.

1.18 'Total License Fee' means the total sum specified in Exhibit A to the Services Agreement. Any fees for

modifications, Enhancements, or additions to Software are included in Exhibit A. to the Services Agreement.

1.19 'Upgrades' means changes made to maintain compatibility with new system software releases or to improve previously existing features and operations within Software. This primarily includes Software program fixes.

1.20 'Use' means copying or loading any portion of Software from storage units or media into any equipment for the processing of data by Software, or the operation of any procedure or machine instruction utilizing any portion of either the computer program or instructional material supplied with Software. Use is limited to type of operations described in the Documentation solely to process Client's own work. Use specifically excludes any service bureau or time-share services to Third Parties without Fiserv's prior written consent and payment by Client of additional fees in accordance with mutually agreed terms.

2.   License

2.1 Fiserv agrees to furnish Software to Client and does hereby grant to Client a personal, non-exclusive, nontransferable License to Use the Software at the Location on the designated Computer System (i) to process the designated number of pages; or (ii) by the maximum number of users; as specified in Exhibit A to the Services Agreement.

2.2 Client may change the Location in the event Client transfers its data processing department to a new location within the same country. Client will provide Fiserv with 15 days advance notice of any proposed transfer of operations. Assistance by Fiserv related to the transfer shall be chargeable at Fiserv's then current professional service rates. Client shall reimburse Fiserv for any out-of-pocket expenses.

2.3 Fiserv prohibits the copying of any portions of the Software System except that Client may copy reasonable quantities of any standard end user documentation; and may copy machine language code, in whole or in part, in reasonable quantities, in printed or electronic form, for use by Client at the Location for back-up, or emergency restart purposes, or to replace copy made on defective media. The original, and any copies of Software, or any part thereof, shall remain Fiserv's property.

2.4. Client shall maintain any such copies and the original at the Location. Client may transport or transmit a copy of Software from the Location to another location in the same country as the Location for back-up use when required by Computer System malfunction, provided that the copy or original is destroyed or returned to the Location when the malfunction is corrected. Client shall reproduce and include Fiserv's copyright and other proprietary notices on all copies, in whole or in part, in any form, of the Software System made as specified herein.

2.5 Client shall not decompile, disassemble, or otherwise reverse engineer the Software System.

2.6 Third Party Software is provided to Client under the following supplemental terms:

   (i)   Use of Third Party Software shall be restricted to use as part of the Software System.
   (ii) Fiserv and Third Party Software owners shall not be liable for any damages, whether direct, indirect, incidental, or consequential arising from the use of the Third Party Software.
   (iii) Publication of benchmark tests of Third Party Software is permitted only by a writing signed by an authorized officer of Fiserv and the Third Party Software owner.

(iv) Third Party Software owners are hereby designated as third party beneficiaries of this Agreement as it relates to their software.

(v) Third Party Software is not specifically developed, or licensed for use in any nuclear, aviation, mass transit, or medical application or in any inherently dangerous applications. Third Party Software owners and Fiserv shall not be liable for any claims or damages arising from such use if Client uses the Software System for such applications.

2.7 Fiserv grants Client the right to Use any Software modifications furnished or authorized by Fiserv pursuant to this Agreement.

2.8 Client shall obtain and maintain at its own expense such data processing and communications equipment and supplies as may be necessary or appropriate to facilitate the proper use of the Software System.

3. **License Fees**

Client agrees to pay the license fees in accordance with the schedule set forth in Exhibit A to the Services Agreement.

4. **Professional Services Terms**

4.1 Fiserv agrees to provide Client with access to Fiserv's professional personnel at the rates identified in Other Fees in Exhibit A to the Services Agreement and in accordance with the terms and conditions set forth herein. All such modifications and other professional service deliverables shall be performed in accordance with the procedures set forth below.

4.2 Operational Support. If requested by Client, and subject to a mutually agreed upon implementation, Fiserv agrees to provide Operational Support at the rates specified in Exhibit A to the Services Agreement.

4.3 Business Requirements List. Client shall provide Fiserv with all necessary information concerning changes or new Client requirements. Fiserv shall review and suggest revisions to such Business Requirements List on a timely basis. The parties shall mutually agree in writing the final Business Requirements List for any project.

4.4 Functional Specifications. Any modifications to the Software or other professional service deliverables shall be based on specifications created by Fiserv and approved by Client as provided below.

(i) Fiserv shall develop Functional Specifications based on the Business Requirements List for Client's written approval. Fiserv shall not be obligated to perform any further development work until the Functional Specifications are approved in writing by Client, which approval shall not be unreasonably withheld or unduly delayed.

(ii) Modifications, changes, enhancements, conversions, upgrades, or additions to the agreed upon work shall be added only upon mutual written agreement. In the event the parties agree to add any such items, the Functional Specifications and applicable Project Plan shall automatically be modified to the extent necessary to allow for the implementation or provision of the Items.

4.5 Project Plan. Fiserv shall develop a Project Plan for each modification to the Software or other professional service deliverables based on the Functional Specifications. Each such Project Plan shall contain a listing of the nature and timing of tasks for the project, some of which are to be performed by Fiserv and some by Client. Modifications and changes to the Project Plan shall be only by mutual written agreement of the parties.

4.6 Acceptance. The Software modifications shall be deemed accepted by Client by the live operation and use of the modified Software in Client's business for a period of 10 days unless Client promptly notifies Fiserv in

writing (and with reasonable particularity) upon conclusion of the acceptance test or earlier upon discovery of any Specification Nonconformities disclosed by such testing or use. Fiserv shall correct any such Specification Nonconformities without further charge to Client within a reasonable time of such notice.

4.7 Should Fiserv provide installation, conversion, or training to Client, the Fee therefore shall be specified in Exhibit A to the Services Agreement. If Client is unable to provide access to required facilities or personnel or is unable to meet its tasks assigned on the Business Requirements List or the Project Plan, Fiserv will endeavor to reschedule tasks to minimize the non-productive time arising. All such non-productive time is chargeable to Client. If such non-productive time is expected to be significant, Fiserv will endeavor to reassign its personnel to other suitable work. In this event, Client will not be charged for the time personnel were reassigned.

5.   Support and Maintenance Services Terms

5.1 Subject to the limitations in this Section 5, Fiserv will provide the Support and Maintenance Services to Client in accordance with the terms of the Services Agreement and the applicable exhibits thereto.

(i)   Up to 30 hours per year for telephone support during normal business hours for reasonable operator support. For telephone support over 30 hours or not during normal business hours, Client will be charged Fiserv's then standard professional service rates.

(ii) On-site support, when requested by Client, will be provided at the rates specified in Exhibit A to the Services Agreement.

(iii) Software program fixes to correct Software Non-conformities for the current release will be provided within a reasonable period of time upon notice by Client. Client agrees to provide Fiserv with reasonable assistance and information in connection therewith.

(iv) Software Upgrades will be provided to Client.

(v)   Training for Upgrades may be offered to Client at the rates specified in Exhibit A to the Services Agreement. If such training is conducted at the Location or other Client site, Client agrees to reimburse Fiserv for its reasonable travel and out-of-pocket expenses.

5.2 The initial Maintenance Fee and adjustment terms are specified in Exhibit A to the Services Agreement.

5.3 Client agrees to train current and future employed staff members on the technical and user operations of the Software.

5.4 Fiserv may utilize remote diagnostic software and dial-up telephone lines in providing these services. Client shall cooperate and assist Fiserv to expedite resolution of all Non-conformities.

5.5 Should Fiserv's review of the Non-conformity indicate, in Fiserv's reasonable opinion, that the reported problem is not a Software defect but is due to other problems including, but not limited to input not in accordance with specifications, Client's abuse or misuse of the Software System, or by a modification or addition to the Software System not performed by or approved by Fiserv in writing, or by Client's failure to properly maintain the Computer System or to install the required system software Upgrade as instructed by Fiserv, then:

(i)   Client agrees to reimburse Fiserv for reasonable costs of work performed by Fiserv in investigating the problem at Fiserv's then standard service rates For the job classifications utilized in the investigation or or correction, and

(ii) Fiserv, at Client's request, shall advise Client whether Fiserv can correct or assist in resolving such problem, and the terms under which Fiserv shall undertake the same. Upon written acceptance by

Client, Fiserv shall correct or assist in resolving the problem in accordance with such terms at the applicable rate set forth in Exhibit A to the Services Agreement.

5.6 Network-related problems are not covered under Standard Maintenance Service. In the event Fiserv does provide such service, Client agrees to pay Fiserv's then standard professional service rates as listed in Exhibit A to the Services Agreement.

6. Term

6.1 The term of this Agreement and the licenses granted hereunder shall begin on the Effective Date and continue in perpetuity unless terminated earlier as provided herein.

6.2 The provision of Support and Maintenance Services by Fiserv shall begin on the date set forth in the Services Agreement and, thereafter, the provision of maintenance services by Fiserv may be renewed for 4, successive 1-year terms at the rates specified in Exhibit A to the Services Agreement.

7. Payment

7.1 Payments due hereunder shall be made by Client in accordance with the terms of Section 3 of the Services Agreement.

8. Performance

8.1 Client shall give Fiserv full access to the Location, Software, and Computer System to enable Fiserv to provide Services and shall make available information, facilities, personnel, and services reasonably required by Fiserv for the performance of its obligations hereunder.

8.2 The Software shall be deemed accepted when it passes either Fiserv or Vendor's standard post-installation test procedures at the installation site.

8.3 Work in determining the nature of any problem or in making Software corrections, amendments, or additions may be carried out at Fiserv's site or the Location, at Fiserv's discretion.

8.4 Client agrees to maintain the Computer System, Software, and Third Party Software in accordance with Fiserv's specified minimum configuration as indicated in the original license at the time of software installation.

9. Warranties

9.1 The parties acknowledge and agree that the Software is currently in use by Client and that all applicable warranties and related warranty periods with respect to the Software have expired. The Software is currently under maintenance pursuant to the Services Agreement and, only those warranties expressly set forth in the Services Agreement shall apply with respect thereto.

10. Infringement Claims

10.1 Fiserv shall, at its expense, defend Client against any Third Party claim or action that alleges Use of the Software infringes a patent, copyright, or other proprietary right of such Third Party enforceable in the Location, and shall pay all amounts payable by Client under any judgment, verdict, or court order entered by a court of competent jurisdiction or any settlement agreed upon by Fiserv in such Third Party claim or action, provided that Client: (i) notifies Fiserv promptly in writing of any such claim, (ii) grants Fiserv sole right to control the defense and disposition of such claim, and (iii) provides Fiserv with reasonable cooperation and assistance in the defense and disposition of any such claim. Client may, at its expense, engage counsel of its choosing to participate in the defense in order to protect its interests. Fiserv will not, without Client's prior written consent, obligate Client in any way to undertake or to refrain from taking any actions which Client is not already otherwise obligated to undertake or refrain from undertaking (including, without limitation, the payment of monies in addition to those contemplated by this Agreement), as the case may be.

10.2 If, as a result of such claim, Fiserv or Client is permanently enjoined from using Software by a final, non-appealable decree, or if Fiserv deems entry of such a decree to be reasonably likely, Fiserv, at its sole option and expense, may (i) procure for Client the right to continue to use Software or (ii) provide a replacement or modification for Software so as to settle such claim. If neither option (i) or (ii) is reasonably practical in Fiserv's sole opinion, Fiserv shall discontinue and terminate the applicable Schedule upon written notice to Client and shall pay to Client a pro rata refund of the Total License Fees paid by Client for the infringing Software, depreciated on a five-year straight line basis commencing on the effective date of the applicable Schedule for such Software. In making this determination, Fiserv will give due consideration to all factors, including financial expense.

10.3 This Section 10 states Fiserv's entire liability and Client's sole and exclusive remedy for any claims of Software infringement or misappropriation, and Client hereby expressly waives any other liabilities on the part of Fiserv arising therefrom.

10.4   Fiserv shall have no liability for any claim based upon:

(i)   use of any part of Software in combination with materials or software not provided by Fiserv;
(ii) modifications made by Client or any Third Party;
(iii) use of other than the current release of the Software if infringement would have been avoided by use of such current release;
(iv) use of the Software other than in accordance with the Documentation or this Agreement, including without limitation Software use in violation of Section 3 above; or
(v)   Fiserv's adherence to Client's specifications or instructions.

11.   Limitation of Liability

FISERV SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF GOODWILL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, WHETHER IN TORT OR IN CONTRACT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR FISERV'S OBLIGATIONS AS SET FORTH IN SECTION 10 ABOVE (FOR WHICH FISERV'S AGGREGATE LIABILITY SHALL IN NO EVENT EXCEED $500,000), FISERV'S LIABILITY TO CLIENT FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER SHALL BE LIMITED TO THE AMOUNT OF THE TOTAL LICENSE FEE CLIENT HAS PAID TO FISERV AS OF THE DATE ON WHICH SUCH CAUSE OF ACTION ACCRUES.

12.   Title

12.1 Nothing in this Agreement shall convey to Client any title to or any rights in the Software including but not limited to all proprietary rights or ownership of any modifications. Client's sole right in relation to the Software or any modifications is to Use the same for the duration of this Agreement under the terms and conditions contained herein.

12.2 Software and all Software modifications, enhancements, or upgrades, and all patents, copyrights, or other proprietary rights related thereto are Fiserv's sole and exclusive property, whether made by Fiserv, Client, or any of their employees or agents. Client shall execute documents reasonably required by Fiserv to perfect such rights.

12.3 All information, reports, studies, object or source code, flow charts, diagrams, and other tangible or intangible material of any nature whatsoever produced by or as a result of any of the services performed hereunder by Fiserv or jointly with Client, shall be the sole and exclusive property of Fiserv or its corporate parent. Client shall be entitled to Use all such work product produced by Fiserv in accordance with the terms and conditions hereof.

13. Non-Disclosure

13.1 Fiserv has granted Client the limited right to use the Software as provided herein. Client acknowledges that

(i) the Software, including all specifications, work product, translations and other materials developed by Fiserv; and

(ii) the terms and conditions of this Agreement contain Fiserv's highly confidential, unique, secret, and valuable information. Client agrees that it shall not sell, transfer, publish, disclose, display or otherwise make available to others the Software, any materials relating to or forming a part of the Software or any other Fiserv proprietary information without Fiserv's prior written consent. Client agrees to secure and protect the Software and proprietary information and to take appropriate action by written agreement with its employees who are permitted access to such materials to satisfy its obligations hereunder. Client further agrees to use its best efforts to assist Fiserv in identifying and preventing any use or disclosure of any portion of the Software or proprietary information. All Client obligations and undertakings relating to confidentiality and nondisclosure shall survive the termination of this Agreement for any reason.

13.2 Client shall permit Fiserv's authorized representatives at all reasonable times during Client's normal hours of operation to audit Client's Use at the Location to determine that the provisions of this Agreement are being faithfully performed. For that purpose, Fiserv shall be entitled to enter into any of Client's premises and Client hereby irrevocably grants authority to Fiserv and authorized representative to enter such premises for such purpose with 5-days written notice. Any such audit shall be conducted in such a manner as to minimize the disruption to Client's business and/or Software Use.

13.3 Client shall promptly notify Fiserv if Client becomes aware of any breach of confidence relating to Software or other Fiserv proprietary Information and give Fiserv all reasonable assistance in connection with Fiserv's investigation of same.

14. Termination

14.1 Upon termination of this Agreement all rights in and to Software shall automatically revert irrevocably to Fiserv.

14.2 Either party may terminate the Agreement in the event of a material default not cured within a reasonable cure period (with the minimum being 30 days if no other cure period is stated) after written notice to the other party specifying the nature of the default with reasonable particularity.

14.3 If Client violates any of the Non-Disclosure, Non-Assignment, or License to Use provisions of this Agreement and fails to remedy any such breach within 15 days of notice thereof from Fiserv, Fiserv may terminate this Agreement with written notice of said action.

14.4 In the event Client (i) fails to pay fees and charges due in respect of the Software or services contemplated hereunder (whether due pursuant to this Agreement or the Services Agreement); (ii) discontinues receipt of maintenance services hereunder; (iii) fails to install any Upgrade within 18 months of Fiserv's release of such Upgrade; (iv) fails to perform any of the terms or conditions other than those specifically set forth in Sub-section 14.3 and fails to remedy any such breach within 30 days of notice thereof from Fiserv; or (iv) becomes insolvent or ceases to do business; Fiserv may terminate this Agreement with written notice of said action.

14.5 Exercise of either party's right of termination shall not prejudice legal rights or remedies either party may have against the other in respect of any breach of the terms of this Agreement.

15. Non-Assignment

15.1 Client may not transfer or assign this Agreement or any of Client's rights or obligations hereunder except upon Fiserv's prior written consent and payment of additional license fees for such transfer, if applicable, at Fiserv's then current rates. The sale of 50% or more of Client's common stock, the sale of all or substantially all of Client's assets, or any merger in which Client is not the surviving organization, shall be deemed a "transfer" subject to the provisions of this paragraph.

15.2 If the organization to which a transfer subject to paragraph (a) above is proposed derives more than 5% of its gross revenues from providing service bureau, time share, computer software consulting services, computer software licensing, or computer hardware sales, Fiserv shall be under no obligation to consent to such transfer.

16. Entire Agreement

16.1 This Agreement constitutes the complete and exclusive statement of the agreement between the parties as to the licenses granted pursuant hereto and supersedes all previous agreements with respect thereto. For the avoidance of doubt, the parties acknowledge and agree that this Agreement is intended to cover solely the licenses granted to Client hereunder. All services provided in respect of such licenses shall be provided pursuant to the Services Agreement. In the event of any conflict between the terms of this Agreement and the Services Agreement with respect to the performance of such services, the Services Agreement shall control. Similarly, in the event of any conflict between the terms of this Agreement and the Services Agreement with respect to the licenses granted hereunder, this Agreement shall control. This Agreement may not be amended or modified except by a written instrument executed by both parties.

16.2 Each party hereby acknowledges that it has not entered into this Agreement in reliance upon any representation made by the other party but not embodied herein.

17. Notices

Any notice required or permitted to be given hereunder shall be given in writing by in accordance with the provisions of 7.9 of the Services Agreement.

18. Export

18.1 Subject to restrictions regarding Location, territory, or other applicable geographic limitation set forth in a Schedule, Client shall not export, or re-export, directly or indirectly, any Software or any technical data derived therefrom to any country for which the United States Government or any agency thereof may require an export license or other government approval without first acquiring that license or approval.

18.2 Client agrees that with respect to compliance with the U.S. export regulations: (i) Client will comply with such export regulations regarding the Software and technical data; (ii) Client will permit audits or reviews by Fiserv covering the Software and data export activity; (iii) Client understands that Fiserv reserves the right to refuse performance of its obligations hereunder in cases of noncompliance by Client of such export regulations; and (iv) Client will not engage in any transaction or activity with any party, firm, or company that is prohibited by applicable law.

19. General Terms

19.1 The section headings used herein are inserted only as a matter of convenience and for reference and shall not affect the construction or interpretation of this Agreement.

19.2 Neither party shall be responsible for delays or failures in performance resulting from acts reasonably beyond the control of that party.

19.3 This Agreement shall be construed and enforced under the laws of the State of Texas, without reference to its provisions relating to conflict of laws. The United Nations Convention of Contracts for the International Sale of Goods shall not apply to this Agreement.

19.4 No action, regardless of form, arising out of this Agreement shall be brought by Client more than 2 years after such cause of action shall have accrued.

19.5 The prevailing party in an action brought against the other to enforce the terms of this Agreement or any rights or obligations hereunder, shall be entitled to receive its reasonable costs and expenses of bringing such action including its reasonable attorneys' fees.

19.6 If any provision of this Agreement is held to be unenforceable, the other provisions shall nevertheless continue in full force and effect.

19.7 The failure of either of the parties to insist upon strict performance of any of the provisions of this Agreement shall not be construed as the waiver of any subsequent default of a similar nature

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IN WITNESS whereof this Agreement has been executed as of the Effective Date by the following duly authorized representatives:

For and on behalf of Client

By: _Cynthia Gonzales_

Name: _Cynthia Gonzales_

Title: _Corp Contract Compliance Mgr_

For and on behalf of Fiserv

By: _Chris Ritchie_

Name: _Chris Ritchie_

Title: _GM, Fiserv EDD_

Exhibit A
Software and Fees

1. Software:

Recording Software		
DX Record Tier 2 – 12 million pages annually		Complex and simple Data
DX ARP / DX QUEMGR Automation/Components: 2000		Automation
Retrieval Software		
DX View 100 User License		Thick Client Viewing Software

	Yes	No	Electronic
Manual	X		X
Technical Reference	X		X

Client will not be allowed to resell any Fiserv Software products.
Location: Client processing facility

2. **Fees**: All Fees are subject to the provisions of 3.2 Fee Changes, contained within the Contract.

   A. License, Annual Support and Maintenance Fees are listed below with the page allotment and phone support allocated for each year.

Contract Year	Dates	Annual Fee	Annual Page Allotment*	Annual Telephone Support Hours**
1	2011 - 2012	$16,000	12,000,000	30
2	2012 - 2013	$12000	12,000,000	30
3	2013 - 2014	$8,000	12,000,000	30
4	2014 - 2015	$6,000	12,000,000	30
5	2015 – 2016	$4,750	12,000,000	30
		$46,750		

The annual fee is based on a yearly average charge of $9,350. Should any increase in price occur, reference Section 3.2 Fee Changes, of the Contract, the fee may be increased by the calculated total of the increase multiplied by the yearly average charge of $9,350 and added to the Amount of the fee associated with that Contract Year.

   B. Annual Support and Maintenance Fees Include:
   *Annual Page Allotment of 12,000,000 (12M) pages annually for DX Record processing
   **30 hours per year of telephone support during Normal Business Hours, as defined below, for reasonable operator support. For telephone support over 30 hours during any year of this agreement, client will be billed at the applicable rate listed in D. Other Fees (below).

   C. Standard Support and Maintenance Available during Normal Business Hours 7:00 AM to 7:00 PM CT, M-

   D. **Training Fee:** $10,000 - Includes training for up to 5 individuals and any custom documentation.

   E. **Report Conversion Fee:** $6,750 – One time conversion of up to 9 existing reports

Exhibit B

Fiserv Solutions
Report Storage and Retrieval System
Statement of Work

1. Introduction

The purpose of the Financial Report Storage and Retrieval System is to make monthly financial reports available via a LAN-based system to the City's financial staff in an easily accessible query environment for viewing, research, and analysis. This system enables users to locate and retrieve specific financial images from a collection of pre-defined reports. Response time to queries should be three (3) seconds or less. The information is indexed, highly compressed, and archived.

This is a collaborative arrangement with the vendor whereby the vendor trains the City staff how to program new financial reports and assists City staff as requested in the product/business solution.

This application will exist in a Client/Server environment. The application must display reports created under earlier versions of software. Backward compatibility is necessary without requiring the reprocessing of old reports.

2. Responsibilities

A. The City's (Financial and Administrative Services Department - Controller's Office) Responsibility

- Provide access and use of facilities, including telephones, personal computer hookups, and access to copy and fax machines.
- Provide HVAC and AC power feed and generator backup for City systems
- Provide access to the City's Local Area Network/Wide Area Network (see Acceptable Use Policy - Attachment I)
- Approve milestones and deliverables
- Provide access to its subject matter experts

B. The Contractor's Responsibility

- Provide all system design, software installation, programming, testing, performance tuning, training, documentation and implementation required for the system as specified in Attachment II. If third-party software is required, Contractor shall assume full responsibility for its inclusion in this solution at no additional cost to the City.
- Acquire and install any required software. The City intends to use existing hardware for this project.

- Provide all technical documents for the proposed system and its components. These documents shall include administrator, programmer and end user manuals about product installation and maintenance, including detailed design documents for customized system application and test plans. The supplier shall grant the City the authorization to reproduce any provided documents for internal use.

- Assist in developing an acceptance test plan and assist in performance testing the entire system. During testing, the Contractor must correct any error(s) detected. Testing must successfully demonstrate that system is fully operational before the City approves the final acceptance of the system.

- Provide technical support and problem resolution via a toll-free number during normal business hours (8:00 a.m. - 5:00 p.m. CST, Monday through Friday) during implementation.

- Respond to all problem requests received from the City once system is in production. Contractor will respond to Technical Service requests as defined in Exhibit C.

- Provide a detailed list of the necessary resources and expertise, complete with personnel job descriptions, and contact information which shall be required for the City to maintain the system once implemented.

- Provide technical programming training to a minimum of four (4) users and system administration training to a minimum of two (2) users.

- Specify proposed demarcation of responsibilities between the City and the Contractor during system installation, testing, warranty, and maintenance.

- Assist as requested by designated City personnel to meet newly designed, on-demand and monthly production requirements.

- Insure that all solution components and product results are stored in advanced compressed environments.

3. **System Implementation Schedule**

Note: Days are business or work days

- The estimated time to complete installation and implementation   5 days

- Estimated time to train and customize documentation   7 days

4. Final Acceptance

Final Acceptance is defined as the Contractor successfully completing software installation, delivering technical documents and manuals, completing technical programming training for four (4) employees, completing system administration training for two (2) employees, and successfully have software produce compressed and indexed reports viewable by end users.

5. Payment Schedule

Payment will be made upon completion of Final Acceptance of a duplicate of the City's current operating environment. Separate payments will be made for the following services:

- Payment for the setup of 9 new reports will be made upon completion of the setup and successful execution of the reports. The cost of the setup of these 9 reports will be $6,750 based on 3 hours per report to be billed at $250 per hour.

- Custom Application Development work will be done as requested by the City. Payment for this work will be made upon successful completion of the requested work.

- Professional Services work will be done as requested by the City. Payment for this work will be made upon successful completion of the requested work.

- Extract Pages work will be done as requested by the City. Payment for this work will be made upon successful completion of the requested work.

Exhibit C

Support and Maintenance Services

A. Software Support and Maintenance.

1. Software Support. FISERV will correct any material coding errors found by Client in the Software which are reasonably capable of correction and which adversely affect the use of the Software, provided that: Client notifies FISERV promptly in writing following the discovery of any such error; the Software has not been modified by any party other than FISERV; the error was not caused by Client, any Third Party, or hardware or operating system failure or deficiency; and the error is repeatable.

FISERV shall make available to Client on-site training, installation, consultation, and software modification or customizing services at Client' cost as follows: Client shall submit a written request for on-site training, installation, consultation or software modification. Within ten days or as soon thereafter as practicable, FISERV shall prepare and submit to a written proposal for time and cost of such services. Proposals shall be deemed valid for 30 business days. Upon written acceptance of the proposal, FISERV will schedule the work promptly, and unless otherwise agreed upon by Client, FISERV shall prepare a statement of work for such work within 10 business days of the signed acceptance of the proposal.

Client shall provide FISERV with the cooperation, facilities, and the access necessary for the performance of FISERV's obligations. FISERV agrees to provide reasonable cooperation in the diagnostic process to resolve problems encountered in conjunction with the use of the Software. If the problem is resolved and is found to be due to causes other than those attributable to FISERV. FISERV shall have the right to bill Client and Client shall pay FISERV at the fees set forth in Exhibit A for its involvement in the diagnostic process.

2. Releases of New Versions. As part of the Software Support and Maintenance Services provided by FISERV hereunder, Client will receive future releases of production versions of the Software at no additional cost which FISERV makes generally available to all licensees of the Software. New versions of the Software will be developed in accordance with FISERV product development plans, practices and procedures and may include new functionality, as well as modifications to the Software for purposes of preventative and upgrade maintenance.

3. Release Planning. FISERV will from time to time, advise Client of probable release dates for application programming interfaces ("APIs") and then make API's available at no additional cost as soon as practicable after design and prior to release of related production versions of the API's.

4. Installation Assistance FISERV will provide consulting services reasonably required to assist Client in installing new versions of the Software in a Client environment which is in accordance with the Documentation. Upon written request, FISERV will provide such installation assistance at the facilities of FISERV, Client or a Client site, and be paid for such services at the rates set forth in Exhibit A

5. Conversion Assistance. FISERV will provide, if necessary, standard conversion programs necessary to allow Client to upgrade from each prior version to each new version of the Software. FISERV will, as part of the installation process, assist Client in running the conversion program which accompanies the new version. Client will be solely responsible for testing and integrity of all data. Upon written request, FISERV will provide such conversion assistance at the facilities of Client or a Client site, and be paid for such on-site services at the rates set forth in Exhibit A

B. Affiliate Technical Support.

1. Definitions.

(a) **"Severity One ("S1") Issues."** A Client request for Technical Support services that arises from a persistent loss, interruption or failure of the Affiliate Services.

(b) **"Severity Two ("S2") Issues."** A Client request for Technical Support services that arises because the

functionality of the Services is seriously adversely affected, even though there is no persistent loss, interruption or failure of the Affiliate Services.

(c) **"Severity Three ("S3") Issues."** A Client request for Technical Support services that concerns general questions and does not arise from loss, interruption or failure of the Affiliate Services or their functionality.

(d) **"Client Contacts."** The person or persons authorized by Client to contact FISERV with Technical Support requests. The Client Contacts will be employees or representatives of Client with sufficient expertise regarding the Affiliate Services to meaningfully act on information FISERV provides in response to a request for Technical Support.

(e) **"Technical Support."** Training or advice FISERV provides by telephone to authorized Client Contacts regarding the use or operation of the Affiliate Services.

2. Client Technical Support Contacts. FISERV will provide Technical Support services to the following 3 authorized Client Contacts:

2.1   Mickey Garcia – 512.974.3091; mickey.garcia@austintexas.gov

2.2   Brian Bailey – 512.974.2109; brian.bailey@austintexas.gov

2.3   Dora Weaner – 512.974.2732; dora.weaner@austintexas.gov

Client will permit only Client Contacts to request Technical Support services from FISERV. If another person requests Technical Support, FISERV will refer that person to one of Client's authorized Client Contacts unless there is a bona fide emergency and no authorized Client Contact is reasonably available. In such an emergency, FISERV will begin working on the request for Technical Support subject to later verification of the emergency by and involvement of an authorized Client Contact. Client may change its designated Client Contacts from time to time upon written notice to FISERV.

3. FISERV Technical Support Contacts. If after reasonable effort an authorized Client Contact fails to secure an adequate response by following the procedures set forth in Section 4 below, the authorized client Contact may escalate his or her concerns to the following FISERV representatives in the following order:

3.1   **Fiserv Client Support** – support@fiserv.com – **888.397.3497**

3.2   **Assigned Client Support Representative** – Terry Moser – 512.314.7031; Terry.Moser@Fiserv.com

3.3   **Assigned Account Manager** – Chris Gentry – 512.314.7064; Chris.Gentry@Fiserv.com

4. Technical Support Services. FISERV will provide Client with Technical Support services according to the procedures and to the extent set forth in this Section.

4.1 **Access to Technical Support Services.** FISERV will provide Client with Technical Support services by live telephone response Monday through Friday from 7:00 a.m. to 7:00 p.m. Central Time, exclusive of FISERV holidays, through a Technical Support line (1-888-397-3497) or by e-mail at support@Fiserv.com. Outside of these periods, Client may contact FISERV by pager service through the same Technical Support line. FISERV will use commercially reasonable efforts to have a Support Representative respond to Client within four business hours from the time of request. FISERV will attempt to close a Client request within three business days from the time of request.

The following is a list of FISERV Holidays:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Labor Day

4.2 Monthly Technical Support Services Allotment. FISERV will provide Technical Support for S1 and S2 Issues to the extent necessary to resolve them. For S3 Issues, FISERV will provide Client with Technical Support services for which Client will pay $150.00 per hour or any part thereof for Technical Support services relating to S3 Issues in excess of 10 hours per month.

4.3 Exclusions from Technical Support Services. FISERV is not obligated to provide Technical Support services if Client's request for Technical Support services: (a) results in any way from a change, modification or damage to software provided by FISERV to Client; (b) arises from losses, interruptions or failures of the Affiliate Services attributable in whole or in part to Client; or (c) arises from losses, interruptions or failures of the Affiliate Services attributable in whole or in part to third parties not under FISERV's supervision or control. FISERV may cease providing Technical Support services related to any Technical Support request if Client refuses requests by FISERV for information, resources or both reasonably necessary to resolve the issue, or if Client is unable to reproduce the performance issue that formed the basis for its Technical Support request.

(a) Support for Enabling Technologies. FISERV will use commercially reasonable efforts to provide Technical Support for database products and other Third Party software purchased from FISERV and used exclusively with the Services, but only to the extent that FISERV receives support from the manufacturers of such products and software. To ensure the maximum Technical Support possible for such products and software, Client should purchase from the manufacturer a direct contract for support services.

(b) Additional Payment for Technical Support. If, in response to a request for Technical Support services, FISERV determines that losses, interruptions or failures of the Affiliate Services were attributable in whole or in part to Client or any third party, FISERV has the right to charge Client and Client shall pay FISERV on a time and materials basis for its efforts to diagnose and resolve the performance issue.

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4 of the Code of the City of Austin (Discrimination in Employment by City Contractors) requires that at all times while acting as a Contractor (as defined under Chapter 5-4) a Contractor must agree:

(1) Not to engage in any discriminatory employment practice defined in this chapter (including any later amendments or modifications).

(2) To take affirmative action to ensure that applicants are employed and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rate of pay or other form of compensation and selection for training or any other terms, conditions or privileges of employment.

(3) To post in conspicuous places, available to the employees and applicants for employment, notices to be provided by the City setting forth the provisions of this chapter.

(4) To state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with the City's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to insure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with the City subject to the terms of this chapter.

Please check one of the following:

☒ Our firm's nondiscrimination policy conforms to the requirements of City Code, Chapter 5-4-2-B, items (1) through (7) and will be sent to the City upon request.

☐ Our firm does not have an established nondiscrimination policy and will adopt the City's minimum standard shown below. Our firm will send the adopted policy on company letterhead to the City upon request.

Minimum Standard Nondiscrimination in Employment Policy:
As an Equal Employment Opportunity (EEO) employer, the _Fiserv_ (company name) will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The _Fiserv_ (company name) will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting violation of this policy. Furthermore, any employee, supervisor or manager who becomes aware of any such discrimination or harassment should immediately report is to executive management or the human resources office to ensure that such conduct does not continue.

A COPY OF THE FIRM'S NONDISCRIMINATION POLICY WILL BE REQUIRED UPON CONTRACT AWARD

Sanctions:
Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with this chapter.

Contractor's Name: _Fiserv_

Signature of Officer or
Authorized
Representative: _[signature]_   Date: _4-29-11_

Printed Name: _Isev Cukerman_

Title: _Site Manager_

b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than $250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.

c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk: http://www.ci.austin.tx.us/cityclerk/coi.htm

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

OFFEROR'S EXPLANATION:

Contractor's Name:

Printed
Name: ISER CUKIERMAN

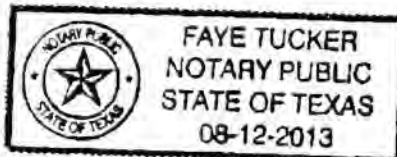Title CFO   Site Manager

Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this 29 day of April, 20 11.

FAYE TUCKER
NOTARY PUBLIC
STATE OF TEXAS
08-12-2013

Notary Public

My Commission Expires 8-12-2013

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION
SOLICITATION NO. MSO0054

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of $25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: _____

Signature of Officer
or Authorized
Representative: _____   Date: 4-29-11

Printed Name: _Iser Cukierman_____

Title _Site Manager_____

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION   Exhibit **G**
(*Please duplicate as needed*)

SOLICITATION NO. MSO0054

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

(1) are compensated at wage rates equal to or greater than $11.00 per hour; and
(2) are offered a health care plan with optional family coverage.

Employee Name	Employee Job Title
Paul Guzman	Acct Mngr
Anna Stewart	Implementation Specialyst
Ken Nesbitt	Implementation Analyst
Ruben Dees	Production Tech.
Warren Bell	Production Tech
Terry Moser	Client Service Rep

(2) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than $11.00 per hour and offered a health care plan with optional family coverage.

(3) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name: Fiserv

Signature of Officer
or Authorized
Representative: _____   Date: 4-19-11

Printed Name: Iser Cukierman

Title Site Manager

Attachment 1

ACCEPTABLE USE POLICY

Purpose:

The purpose of this policy is to establish guidelines and minimum requirements (
provided Internet, electronic mail (e-mail) and computer use.

Internet and e-mail resources are provided to support:

- Internal communication between employees

- External communication between employees and people with w

  their jobs

- Collaborative work among working groups

- Information about the activities and services of the City of Austii

- Delivery of City of Austin services in electronic form

- Research and education

Scope:

This policy applies to any person(s) and/or contractor(s) (hereinafter referred to ;
Internet, electronic mail and/or computer use is funded by the City or is available
the City.

Authority:

The Chief Information Officer (CIO) is responsible for all information and commu
City of Austin. The CIO is responsible for developing, implementing, and adminis
to the information and communications infrastructures within the City of Austin, ;
laws and regulations. As such, this policy has been developed to make users aw
procedures.

Department Responsibilities:

All City departments are responsible for the Internet and electronic mail activities
responsibility to ensure that usage of City-provided Internet and e-mail services :
and purposes. Managerial authority over use of these services should be definec
that addresses Internet and electronic mail usage and policies should be dissem

Departments may provide additional restrictions and guidelines regarding the us
their local environments. In considering the need for additional restrictions and g
account its particular needs, mission, available technology, level of staff training,
organizational culture.

User Responsibilities:

Each user has the following responsibilities:

- Comply with this "Acceptable Use Policy." By participating in th

  by the City, users agree to comply with City and department pol

- Do not download and/or install non-authorized software on your

- Take all reasonable precautions to prevent the use of their elec

  by unauthorized individuals. Lock or use a screen saver passwc

  protect your account from unauthorized access.

- Users are responsible for activity from their login account, email

- Comply with other City and department policies, procedures, an

- Be courteous and follow accepted standards of etiquette and "n

- Use information technology resources efficiently and productive

- Communicate data security needs of information under your pu

  CTMInformationSecurity@ci.austin.tx.us.

- All desktops must have up to date virus protection installed and

- All servers should have up to date virus protection. If you feel lił

  require it, please email CTMInformationSecurity@ci.austin.tx.us

- Save all business data to authorized drives that ensure backups

General Statement of the Policy:

The use of City-provided Internet, e-mail and/or computer use must be related to

All on-line communications, such as electronic mail messages (and attachments
discussion groups, are subject to the same laws, regulations, policies, and other
communicated in other written forms and formats. This includes proper business
of City of Austin equipment and resources.

Use network resources responsibly to avoid having a negative impact on others
the resource considerations section below).

For examples of acceptable and unacceptable use, see the acceptable use and

Implementation:

Security:

- Transmission of electronic mail to locations outside of the City's

  use of the Internet for transport. Since the Internet and its tools

  standards and specifications, it is inherently an unsecured netw

- Although confidential and sensitive information should not be in

  communications unless proper, formalized security precautions

  certain electronic mail communications may be privileged or cor

  City department to protect confidential and sensitive informatior

  accidental disclosure of the information might expose the City o

  contact CTM's Security Engineering for assistance.

- Do not share passwords. Do not give your password to anyone

  your password through legitimate means. (For example: If your

  account, they have the rights to change your password.) You ar

  password. Here are hints at picking good passwords.

- Telnet use is not recommended because the password goes ov

  anyone can read it. SSH is encrypted Telnet and is recommend

  use the same password on these accounts as you do on your C

- Internal instant messaging is allowed but external instant messa

- Access restricted through the use of security levels as defined i

Privacy:

Neither Internet usage nor electronic mail messages are personal or private.

All computer files are the property of the City of Austin, regardless of their physic
maintained. The City of Austin reserves the right to access and disclose all mess
its electronic mail system or stored in its files, for legal and audit purposes. Unde
electronic mail can be a public record. Employees should be aware that electron
public disclosure requirements of the Texas Open Records Act, subject to the ex

E-Mail is backed up daily. The backups are maintained for a period of two week electronic mail in the event of system failure. Employees should assume that co electronic mail messages and other electronic correspondence may exist on oth recipient have discarded their copies of the document.

Information Systems Department monitors every connection to the Interne …etc.)

Acceptable Use:

Acceptable uses of computer resources are those that conform to the purpose, to each user's job duties and responsibilities. The following list, although not all-i acceptable uses:

- Communications and information exchanges directly relating to

  the department including electronic mail in direct support of wor

  projects.

- Communications with vendors of products used or being consid

  investigate use of their product or to receive help in using their

- Communications, including information exchange, for professio

  knowledge or skills.

- Announcements of City laws, procedures, hearings, policies, se

- Use involving research and information gathering in support of t

Unacceptable Use:

Unacceptable use can be defined generally as activities that do not conform to th department and to each user's job duties and responsibilities. Any computer usa should be avoided. When in doubt, seek policy clarification prior to pursuing the

The City of Austin computer use, e-mail and/or Internet access may not be

- Listen to, view, or download audio or video files for entertainme
  are bandwidth intensive and take resources away from our cust
- Seek or gain unauthorized access to City of Austin network reso
- Destroy the integrity of computer based information.
- Compromise the privacy and/or security of users.
- Disrupt the functions of City of Austin networks or other comput
  propagation of worms or viruses or other debilitating programs.
- Conduct or participate in illegal actions.
- Violate City of Austin or department policies.
- Circumvent legal protection provided by copyright and license t
- Conduct or promote commercial or private/personal business e
- Engage in political lobbying.
- Support or solicit on behalf of groups, organizations, etc. that ar
- Transmit unsolicited commercial information (i.e. junk mail, adv
- Transmit material that may be deemed offensive to its recipient.
- View, transmit, or receive sexually explicit material.
- Advocate racial, ethnic, religious, or gender-based slurs.
- Threaten or harass others.
- Harm to minors.
- Threats.

- Harassment.

- Fraudulent activity.

- Forgery or impersonation.

- Unsolicited email or bulk email.

- Unauthorized access.

- Copyright or trademark infringement.

The City of Austin realizes that we have little control over communications receiv
unsolicited sources. Any unsolicited electronic correspondence (Spam) received
here to find out more about Spam.

Capability Specific Policies:

The following policies relate to specific types of interaction.

E-Mail (Electronic Mail)

- Theft and forgery (or attempted forgery) of E-mail messages is |

- Sending chain letters is prohibited.

- City of Austin employees who have been provided E-mail capat
  messages in a timely manner and respond accordingly.

Listservs, Mailing Lists, and Discussion Groups

- Unsubscribe to all mailing lists upon a change in your e-mail ad
  employment

Downloading files using FTP (File Transfer Protocol)

- Check for copyright or licensing agreements when downloading

- DO NOT type in your network or Internet password when utilizir

  your E-mail address when the FTP site requests a "Password".

World Wide Web (WWW)

- Employee (non business related) Web pages and Web sites are

  system.

- Development and management of City department Web pages

  Services Group.

Remote Access, Telework, dial-up, VPN, RAS

- Remote access is a privilege not a right. Any violation in its use

- Do not share connection information with anyone. This includes

  numbers, encryption keys or software.

- Do not create connections to non-COA networks without permis

Wireless Network/Access

- Wireless connections to the City of Austin network must be app

  For approval, make an CTM Help Desk request (512-974-HELF

  advisable to consult Security BEFORE purchase to make sure t

  thresholds.

Resource Considerations:

The following policies relate to activities that may negatively affect network perfo

- Do not broadcast messages to all City employees at once.

- Delete unnecessary e-mail communications, but do not violate (

    user account has a set limit (50MB for CTM supported units) wh

    more than that amount. Call your help desk for your specific lin

    you on how to store email in other locations if you need it.

- Whenever possible, avoid sending e-mails with large attachmer

    preferable to place the document in a shared location and refer

    receiving a large file via the Internet, use FTP instead of using a

- Limit downloads, especially large files, to a time after normal bu

    and the time at the remote site), except in an emergency. Users

    resource requirements for the file transfer both in terms of the n

- Don't subscribe to very active mailing lists, discussion groups or

    necessary. They can flood your mailbox with several hundred m

    and the network's resources. Out of Office notifications can cau

    email you and you constantly email them until it is turned off.

- Avoid web sites with very large graphics as they can be very hig

- Avoid viewing (or listening to) large multimedia (sound, picture,

- Streaming video and audio can saturate a network so that no or

    to use streaming video or audio for leisure activities.

- On-line communications, depending on the method employed, r

  bandwidth, and therefore, care should be taken when accessinç

- Do not download music for entertainment purposes. These pee

  have virus, copyright and bandwidth issues. We need to preser

  our customers.

Sanctions:

The penalty for violation of this policy is outlined in the City of Austin Information

Report violations to abuse@ci.austin.t

or the CTM Help desk: 512-974-435⁷

**To request an official investigation into a user's computer activities, ask yc
request to:** The City's Chief Information Officer or the Security Supervisor

Help with securing your systems or concerns about this policy: CTMInform

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Functional	4.2.001			Copy Feature: The user should be able to select a portion of the report data and "copy" the selected portion to the Windows clipboard or other similar holding area, where the user can then "paste" it into another application such as a word processor or spreadsheet.	Describe how the user is able to select a portion of the report data and "copy" the selected portion to the Windows clipboard or other similar holding area, where the user can then "paste" it into another application such as a word processor or spreadsheet.	Must Have	Base Functionality	The 'copy-and-paste' function can be very useful, especially if moving data to spreadsheet program (such as accounting data) for further analysis. You can highlight information from your DX View documents, use Ctrl+C to copy them, and use Ctrl+V to paste the selection into other Windows® applications. A Copy and Paste Example: Imagine a Customer Service Representative (CSR) wants to send a letter to Robert. Here's the procedure to do so. 1. Access page 58 from the Telephone Bills report (a Telephone Bill for service to Robert Bailey) and click the Select Page button. 2. Open a word processor and start a new document (do not close DX View). 3. Use Alt+Tab to switch back to DX View. 4. Place the mouse pointer just above and to the left of the 'R' in Robert. Drag down and to the right until the complete address is highlighted. Release. Then, press CTRL+C to copy the highlighted area into the Windows clipboard. 5. Use Alt+Tab to switch back to your word processor. 6. Position your cursor where you would like	0.00	Requirement met

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Functional	4.2.002			Copy Feature: In the copy function the user should be able to choose a range from any rectangle selected with the mouse, to the entire page, to the entire report.	Describe how the user is able to select a range, page, and an entire report and paste it into another application such as word processor or spreadsheet.	Must Have	customization	The Copy feature is only available for all or part of a single document page. The Export feature can be use to extract text from one or more full page or an entire report at a time to a text file. The text file can then be opened and copied into a document such as a spreadsheet.	0.00	Acceptable to City without customization
Functional	4.2.003			Copy Feature: The user should be able to grid an X/Y parameter for a fixed range of data (to be repeated on a selection of (or all) pages for a particular report) to allow the "downloading" of data without including page headers. This function should include alpha/numeric recognition (letters/numbers).	Describe how a user can grid an X/Y parameter for a fixed range of data (to be repeated on a selection of (or all) pages for a particular report) to allow the "downloading" of data without including page headers.	Desired	Not Available	Extract Data using Templates is no longer available	0.00	Acceptable to City
Functional	4.2.004			Undo Feature: If the user performs an action that produces an unwanted result, an "undo" feature will reverse the previous action.	Describe how a user can "undo" a previous action.	Expected	Base Functionality	Related to report viewing, minimal undo functionality is available as all reports are "read only". Howver. "undo" is available when editing tables.	0.00	Requirement met

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Functional	4.2.005			Note Feature: The user can attach a "note" or message to a page in a report, or to the entire report. A symbol of some sort denotes to the user that a note has been attached. The note is visible only to the user who attached the note.	Describe how the user can attach a "note" or message to a page in a report, or to the entire report. Explain how the user knows that a note has been attached.	Desired	Base Functionality	Requires temp folder to be local.	0.00	Requirement met
Functional	4.2.006			Page Up and Down Feature: The user can view the next page in a report or the previous page with the selection of a "button" on the screen or with a simple keystroke.	Describe how the user can view the next page in a report or the previous page of a report.	Must Have	Base Functionality	This need can be meet using the "page up" or "page down" button or "File -> Page" menu	0.00	Requirement met
Functional	4.2.007			View Particular Page Feature: The user can go directly to any page of the report including the first page, last page, or any page in between.	Describe how the user can to directly to the first page, last page, or any page the user chooses.	Must Have	Base Functionality	The Select Page command (Page | Select Page) lets you go directly to any page of the report. Additionally, you can move forward or backward a certain number of pages by placing a plus (+) or minus (-) respectively, in front of the number.	0.00	Requirement met
Functional	4.2.008			Scrolling Feature: The user can scroll the report up and down (vertically) one line at a time.	Describe how the user can scroll the report up and down (vertically) one line at a time.	Desired	Base Functionality	This functionality can be met using the arrow keys.	0.00	Requirement met
Functional	4.2.009			Scrolling Feature: The user can scroll the report up and down (vertically) one screen at a time.	Describe how the user can scroll the report up and down (vertically) one screen at a time.	Must Have	Base Functionality	Next Page (Page Down) The Next Page command (Page | Next Page) moves you to the next page of the currently selected report.	0.00	Requirement met

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Functional	4.2.010			Scrolling Feature: The user can choose a font size that does not display the entire 144 column report in one screen; user can scroll to the right and left side (horizontally) of screen.	Describe how the user can choose a font size that does not display the entire 144 columns of a report and is able to scroll to the right and left side (horizontally) of screen.	Must Have	Base Functionality	Font size cannot be chosen but this need can be met using the Scale function. Scale Scale the view up or down as a percentage of the original image size; this is the 'Zoom in/out' factor	0.00	Requirement met
Functional	4.2.011			Zooming Feature: The user is able to enlarge the contents of the current screen.	Describe how the user is able to enlarge the contents of the current screen.	Must Have	Base Functionality	Scaling a Report for Visibility The DX View window is fully scalable. The fonts are "true type"; they scale smoothly. Here are some options for scaling. • Click the down arrow on the Scale button. Then click Fit Width. The viewing window automatically scales to fit the width of your window. You can now scroll down and view all the information on your page. • You can scale your view in increments of 20% by clicking the Zoom toolbar button (magnifying glass) or your keyboard's minus "-" and plus "+" keys. • You can select any area on your page and zoom in on (enlarge) that area. Highlight an area then click the Zoom toolbar button. Click Zoom again, and your window returns to your previous view.	0.00	Requirement met

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Functional	4.2.012			Zooming Feature: The user is able to reduce the size of the contents of the current screen.	Describe how the user is able to reduce the size of the contents of the current screen.	Must Have	Base Functionality	Scaling a Report for Visibility The DX View window is fully scalable. The fonts are "true type"; they scale smoothly. Here are some options for scaling. • Click the down arrow on the Scale button. Then click Fit Width. The viewing window automatically scales to fit the width of your window. You can now scroll down and view all the information on your page. • You can scale your view in increments of 20% by clicking the Zoom toolbar button (magnifying glass) or your keyboard's minus "-" and plus "+" keys. • You can select any area on your page and zoom in on (enlarge) that area. Highlight an area then click the Zoom toolbar button. Click Zoom again, and your window returns to your previous view.	0.00	Requirement met

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Functional	4.2.013			Zooming Feature: The user is able to choose a font size that allows the user to view 144 column positions without having to scroll.	Describe how the user is able to choose a font size that allows the user to see 144 column positions without having to scroll.	Must Have	Base Functionality	Scaling a Report for Visibility The DX View window is fully scalable. The fonts are "true type"; they scale smoothly. Here are some options for scaling. • Click the down arrow on the Scale button. Then click Fit Width. The viewing window automatically scales to fit the width of your window. You can now scroll down and view all the information on your page. • You can scale your view in increments of 20% by clicking the Zoom toolbar button (magnifying glass) or your keyboard's minus "-" and plus "+" keys. • You can select any area on your page and zoom in on (enlarge) that area. Highlight an area then click the Zoom toolbar button. Click Zoom again, and your window returns to your previous view.	0.00	Requirement met

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
technical	4.2.014			Bookmark Feature: The user is able to mark pages in a report so that the user can quickly return to that page a later time.	Describe how the user is able to mark pages in a report so that the user can quickly return to that page a later time.	Desired	Base Functionality	Working with Bookmarks Used for quick access of a particular report page, a bookmark is a name and an optional comment saved to C:\DXR\temp\dxr.bmk. When a report is reopened, the bookmarks can be accessed again. Adding a Bookmark Perform the following procedure to add a bookmark. 1. Locate the page you want to bookmark. 2. Go to File | Bookmarks. The Bookmark window opens. 3. Click the Add Bookmark button (the +Flag toolbar button). The Bookmark Information window opens. 4. Name the bookmark. The Date, Drawer, Folder, Report, Page Number, and User fields display default information set to the current date, page and user. 5. OPTIONAL: Select the Bookmark Type Normal: Nothing appears on the window when the page is selected. But, the name of the bookmark appears in the right corner of the Status Bar. Mandatory Read: The Bookmark window automatically appears when the page is selected. Icon: A small, reposition-able bookmark icon ({bmct icon.bmp}) appears on the		0.00 Requirement met

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Functional	4.2.015			Bookmark Feature: The user is able to set multiple bookmarks in a single report.	Describe how the user is able to set multiple bookmarks in a single report.	Desired	Base Functionality	Please refer to vendor response for 4.2.014	0.00	Requirement met

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Functional	4.2.016			Indexing Feature: The City will identify multiple items to be indexed for each individual report. The ability to search on both the full key and partial keys will be required in both alpha/numeric contexts. Confirm if the query criteria are case sensitive.	Describe how a report can be indexed.	Must Have	Base Functionality	The art of indexing is looking for patterns. Unique, stable patterns make good masks. "### ###" is a good mask; note the space. But, do not mask on too many characters or you may miss something. Do not forget that it is not a requirement to mask on the data you want indexed. Look to the right and left. Find something that will always be in the same place and in the same format, same number of characters, like a date (the number of digits should not change and it has special characters [##/##/####].) For instance, if you want the account number on a row, choose to mask on the phrase "Account Number:" to the left of it. The account number may grow to additional digits; the title will stay the same. 1. Review the client's requirements for the indexes and any stripping necessary. • An account number with spaces and dashes (like an SSN) may require the spaces and dashes stripped out. • Could there be more than one instance of the index per page? • Are group lines needed? 2. In Job Setup choose the Options->Report Information->Index Table File Open to estab	0.00	Requirement met

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Functional	4.2.017			Search Feature: The user can search on both the full key and partial keys.	Describe how the user can search a report using both the full key and partial keys.	Must Have	Base Functionality	Searching Data Within and Among Reports DX View lets you perform a variety of searches and related functions. You can: • Perform an index search (F4) using one or more indexes. • Save and reuse a set of index search criteria. • Perform a keyword search on the index search results. • View the results of previous, saved searches. • Some users may have a Locate Search List for searching by keywords. Searching on One or More Indexes (F4) Search for information inside a given report using its predefined index fields. The fields you have access to search on are predetermined at setup. For line data and Multi-font jobs, DX View also searches the line number of the index. For APA data jobs, DX View also uses the file offset of the data. Caution: Searching across multiple indexes and reports requires a sequential evaluation of the index files, which can take a long time. Index searches may be constructed with up to five conditions and may be	0.00	Requirement met

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Functional	4.2.018			Search Feature: The user can do a case sensitive search in alpha/numeric contexts.	Describe the user can do a case sensitive search in alpha/numeric contexts.	Must Have	Base Functionality	5. OPTIONAL: Check the Case Sensitive Search box to match the capitalization exactly. Otherwise, the case of letters is ignored.	0.00	Requirement met
Functional	4.2.019			Search Feature: The user can perform a single or multiple indexes search within a report using wildcards or the full index. The outcome is a grid like display of the hits (those items matching the search criterion) that shows the full contents of the index and related page number of each hit. The user can choose any hit displayed in the grid and go direct to that page. The criterion matching the search is highlighted on the page	Describe how the user can perform a single or multiple indexes search using wildcards and the full index, review the hits in a grid like display and go directly to any hit/page displayed in the grid with the criterion highlighted on the page.	Must Have	Base Functionality	Please refer to 4.2.017	0.00	Requirement met

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Functional	4.2.020			Search Feature: The user can search across multiple reports for an indexed item common among the reports. Wildcards and/or full indexes or combinations of wildcards and full indexes are allowed. The outcome is a grid like display of the hits (those items matching the search criteria) that shows the full contents of the indexes and related page number of each hit. The user can choose any hit displayed in the grid and go direct to that page. The criteria matching the search are highlighted on the page.	Describe how the user can search across multiple reports for an indexed item common among the reports. review the hits in a grid like display and go directly to any hit displayed in the grid with the criteria highlighted on the page.	Desired	Base Functionality	Please refer to 4.2.017

"2. Highlight the report(s) to be searched from the list on the far right. Reports must have similar indexes for the search to be successful. For instance, Mutual Funds 1 and Mutual Funds2 both have an SSN index; therefore, you can index search across them." | 0.00 | Requirement met |
| Functional | 4.2.021 | | | Search Feature: All valid query results are available from a search results grid. | Describe how the software displays and/or handles a large number of queries. | Must Have | Base Functionality | 1000 results are retuned by default | 0.00 | Requirement met |

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Functional	4.2.022			Search Forward and Search Previous Feature: The user is able to select a position within a report and search for all of the "hits" that are either forward or previous to that point selected within the report.	Describe how the user is able to select a position within a report and search for all of the "hits" that are either forward or previous to that point selected within the report.	Must Have	Base Functionality	This need can be met using the search results table or by keyword searching	0.00	Requirement met

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Functional	4.2.023			Global Search Feature: The user is able to search for text or string matches that are not necessarily indexed in a report. The search takes the user to the first occurrence of the string. As the user then maneuvers through the report, all of the occurrences or "hits" from the global search are highlighted. The user can do case sensitive searches. The user can search the report forward or backwards. The user is able to restrict a global search to a user-selected region. When the user defines this region, only the area inside this region is searched. The text or string is highlighted on each page of the report that contains a hit.	Describe how the user is able to do global searches and go directly to highlighted hits. If there are multiple occurrences of the text or string describe how the user can maneuver through the occurrences of the hits. Describe how the user controls whether the search is case sensitive. Describe how the user can move forward or backward to the next highlighted hit. Describe how the user can restrict the search to a region of the report.	Must Have	Base Functionality	Text Searching Reports

The keyword search (Search | Keyword Search) does not use the indexes but rather scans each page for a text match (similar to a full-text search). Thus, the keyword search can be used to search for data that is not part of a predefined index.

NOTE: A keyword search can also be called a "generic search".

Utilize this search on a report or on a set of search results. Example: A keyword search can locate 'Russell' an address, without specifying an index field.

1. With a report open, go to Search | Keyword Search. (Or, if you have already run an index search, click the Keyword Search toolbar button on the Search Results window.) The window opens. 2. Type the criteria for the search in the Search String field and select other options as needed. 3. Click Search to perform the search. A keyword search starts from the | | 0.00 Requirement met |

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Functional	4.2.024			Search List Feature: The software keeps a running list of every search performed during a session and allows the user to return to this list and select any of the prior search results and pull them up for viewing. Specify where this information is cached.	Describe how the software keeps a running list of every search performed during a session that allows the user to return to this list and select any of the prior search results and pull them up for viewing. Specify where this information is cached.	Desired	Not Available	This need may be met by exporting search results or using the Search Results -> Keep Visible function.	0.00	Acceptable to City
Functional	4.2.025			Search Templates Feature: The user can create and save search templates allowing the user to easily retrieve and execute a search without having to re-enter all of the search criteria. Specify where this information is saved.	Describe how the user can create and save search templates allowing the user to easily retrieve and execute a search without having to re-enter all of the search criteria. Specify where this information is saved.	Desired	Base Functionality	Saving Your Index Search Criteria Set You may save the search criteria for future use. This is especially useful for searches that are conducted daily to verify amounts or balances. 1. With a report open, set the Index search criteria, operators, and values you want to save. 2. From the Index Search window, set the search criteria. Then, click the Save button. The Save Index Search window appears. 3. Type the name under which the search criteria are saved. 4. Click the Save button. The search is saved to the directory established by your Administrator in your user information profile. Generally that location is C:\DXR\temp\dxr.src.	0.00	Requirement met

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Functional	4.2.026			Search Narrowing Feature: The user can "refine or narrow" a search by specifying new search criteria against the prior "hit" list.	Describe how the user can "refine or narrow" a search by specifying new search criteria against the prior "hit" list.	Must Have	Not Available	This need is not available as stated above. This need may be able to be met using the find function (keyword) or by modifying the original search criteria	0.00	Acceptable to City
Functional	4.2.027			Query Search Feature: The user is able to look for information using a combination of search criteria. The search conditions may use operators, including Boolean, such as equal to, greater than, less than, and, or, without, all, none, etc. At least five different conditions should be allowed for each query. The user should be able to maneuver to each "hit" from the query with the click of a "button", or a simple keystroke.	Describe how the user is able to look for information using a combination of search criteria. The search conditions may use operators, including Boolean, such as equal to, greater than, less than, and, or, without, all, none, etc. List the available operators. List the number of operators that can be used in a single query. Describe how the user is able to maneuver to each "hit" from the query with the click of a "button", or a simple keystroke.	Must Have	Base Functionality	The following operators are available: equal not equal greater than greater than or equal lesser than lesser than or equal	0.00	Requirement met

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Functional	4.2.028			Query List Feature: The software keeps a running list of every query performed during a session and allows the user to return to this list and select any of the prior query results and pull them up for viewing.	Describe how the software keeps a running list of every query performed during a session that allows the user to return to this list and select any of the prior query results and pull them up for viewing. Specify where this information is cached.	Desired	Not Available	Queries can be saved but are not stored for re-access during a session	0.00	Acceptable to City
Functional	4.2.029			Query Templates Feature: The user is able to create query templates and save these queries for later retrieval. The user can easily retrieve and execute a template query without having to re-enter the query criteria.	Describe how the user is able to create template queries for later retrieval. Describe how the user can easily retrieve and execute the query without having to re-enter the query criteria. Specify where this information is saved/cached.	Desired	Base Functionality	Saving Your Index Search Criteria Set. You may save the search criteria for future use. This is especially useful for searches that are conducted daily to verify amounts or balances. 1. With a report open, set the index search criteria, operators, and values you want to save. 2. From the Index Search window, set the search criteria. Then, click the Save button. The Save Index Search window appears. 3. Type the name under which the search criteria are saved. 4. Click the Save button. The search is saved to the directory established by your Administrator in your user information profile. Generally that location is C:\DXR\temp\dxr.src.	0.00	Requirement met

Type	Req .	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Functional	4.2.030			Query Narrowing Feature: The user is able to "refine or narrow" a query by specifying new query criteria against the prior "hit" list.	Describe how the user is able to "refine or narrow" a query by specifying new query criteria against the prior "hit" list.	Desired	Base Functionality	A keyword search can be performed against the search results.	0.00	Requirement met
Functional	4.2.031			Search and/or Query Across Multiple Reports Feature: The user is able to select multiple reports that have a common index and search across the reports in one search or query.	Describe how the user is able to select multiple reports that have a common index and search across the reports in one search or query.	Desired	Base Functionality	User can select one or more reports simultaniously using the Index Search function.	0.00	Requirement met
Functional	4.2.032			Print Page Feature: The user can print the page of the report that is currently being viewed on the screen. Unless otherwise specified by the user, the printer currently selected in the Windows system should be used.	Describe how the user can print the page of the report that is currently being viewed on the screen. Describe how to set the default printer.	Must Have	Base Functionality	This need is meet by selecting the printer icon or File -> print. Current page is selected by default.	0.00	Requirement met
Functional	4.2.033			Print Range Feature: The user can select a range of pages to print.	Describe how the user can select a range of pages to print.	Must Have	Base Functionality	This need is meet by selecting the printer icon or File -> print. Current page is selected by default. The use will need to select the page range radio button and enter the page range to print.	0.00	Requirement met

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Functional	4.2.034			Print to a File Feature: The user is able to select an area, page, or a range of pages and send them to a text file which can be imported into a word processing or spreadsheet application. The user has the option to exclude page headers.	Describe how the user is able to select an area, page, or a range of pages and send them to a text file that can be imported into a word processing or spreadsheet application. Specify if the user has the option to exclude page headers.	Must Have	Base Functionality	This requirement is met using the export function. It can alos be met by setting up a "print to file" printer in the operating system.	0.00	Requirement met
Functional	4.2.035			Print Font: The user is able to select either smaller or larger font sizes.	Describe how the user is able to select a print font size.	Must Have	Not Available	Not available as described however the report page can be scaled to fit the printed page.	0.00	Acceptable to City
Functional	4.2.036			Screen Color Feature: The user is able to customize the colors used for the background of the report, the selection highlight, the status bar, etc.	Describe how the user is able to customize the colors used for the background of the report, the selection highlight, the status bar, etc.	Desired	Base Functionality	You can customize the colors used to highlight search results and other elements in DX View.\n\nButtons to access the Color window are available on the Preferences window and the Bookmarks window. On Options | Preferences, you can choose both the text and the background color for highlighting search results.	0.00	Requirement met
Functional	4.2.037			Help Feature: The user has access to extensive on-line help and the ability customize the help feature.	Describe how the user can access extensive on-line help and how the help feature can be customized. .	Must Have	Base Functionality	Extensive online help is available. Customization may be available through feature requests or custom development.	0.00	Requirement met

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Technical	5.7.001			The system should allow user access via the LAN/Intranet.	Demonstrate how users will be able to access system via the LAN/Intranet.	Must Have	Base Functionality	The solution provides the DX View client application. Please refer to the docuementation enclosed with our response.	0.00	Requirement met
Technical	5.7.002			The system should ensure data integrity, accuracy and completeness.	Detail how system ensures data integrity. Provide examples of how this has been successfully accomplished in other installations.	Must Have	Base Functionality	Administrators of the DXARP application are trained on the use of the software and how to troubleshoot data processing issues with the help of the processing log files. Once a job is successfully setup and processes successfully through DXARP, it is deemed ready for production processing. The DXARP will not complete processing a job if an issue arises. The DXARP log and date.log file that DXARP generates will aid in the troubleshooting of an issue.	0.00	Requirement met
Technical	5.7.003			The system should provide an Administrative user interface that does not require a technical skill set for making modifications to the system tables and user access. For example: Create new users, set security by user and/or user group	Demonstrate how an administrative user can create new users, and set security by user and/or user group	Must Have	Base Functionality	Please refer to Chapter 5 of the attached DX View Administrator's Guide	0.00	Requirement met
Technical	5.7.004			The solution should work within the City's standard framework as described in Section 5.3.	Explain how solution will work with City's stated standards.	Must Have	Base Functionality	The system as proposed is Client/Server over TCP/IP and is currently running within the City's infrastructure	0.00	Requirement met

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Technical	5.7.005			The system should be accompanied by comprehensive and accurate technical documentation. Include a Visio diagram of how the different parts of the system interact with each other.	Detail experience in providing comprehensive technical documentation.	Must Have	Base Functionality	Please refer to the documentation enclosed with our repsonse.	0.00	Requirement met
Technical	5.7.006			The system should be accompanied by non-technical, complete, and easy-to-read user documentation, including reports, online functions and screen illustrations.	Provide examples of stated documentation.	Desired	Base Functionality	Please refer to the documentation enclosed with our repsonse.	0.00	Requirement met
Technical	5.7.007			The system should provide online help features at all screen levels.	Demonstrate online help features at all screen levels.	Must Have	Base Functionality	Contextual help is available via the Help button, Help menu, or by pressing the F1 key on the keyboard.	0.00	Requirement met
Technical	5.7.008			The system should provide user-defined help message text.	Demonstrate ability to set up user-defined help message text and how it would be displayed.	Desired	Not Available	Not available in DX View.

This may be available through customization or by moving to a web client. Please discuss this option with your Account Manager. | 0.00 | Acceptable to the City. Not worth additional cost. |
| Technical | 5.7.009 | | | The system should comply with all Network Requirements listed in Sections 5.1 and 5.3. | Demonstrate how system would comply with stated requirements. | Desired | Base Functionality | The proposed solution meets this requirement. | 0.00 | Requirement met |
| Technical | 5.7.010 | | | The system should comply with all Server/Desktop Requirements listed in Sections 5.2 and 5.3. | Demonstrate how system would comply with stated requirements. | Expected | Base Functionality | This information has been previous provided as a part of your existing installation. We look forward to a mutual review and update of these requirements. | 0.00 | Requirement met |

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Technical	5.7.011			Proposer should schedule and coordinate installation of the mandatory application software.	Demonstrate understanding and acceptance that Proposer will be responsible for scheduling and coordinating installation(s). Detail past experience with doing so.	Must Have	Base Functionality	As the proposed solution is currently in Production within the City's data center we believe that minimal installation or configuration will be required.	9,000.00	Requirement met
Technical	5.7.012			Proposer should schedule and coordinate classes needed for staff training.	Demonstrate understanding and acceptance that Proposer will be responsible for scheduling and coordinating classes needed for staff training. Detail past experience with doing so.	Must Have	Customization	Please refer to the pricing template contained with the RFP. Training will be customized to meet COA requirements. We look forward to providing this training.	0.00	Vendor has included training
Technical	5.7.013			Proposer should coordinate site preparation with City staff.	Demonstrate understanding and acceptance that Proposer will be responsible for scheduling and coordinating site preparation with City staff. Detail past experience with doing so.	Must Have	Base Functionality	As the proposed solution is currently in Production within the City's data center we believe that minimal installation or configuration will be required.	0.00	Requirement met

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Technical	5.7.014			This project will receive the full attention and support of the Proposer.	Provide specific examples of how proposer has provided full attention and support to customers in the past. Include how Proposer plans to place key people onsite during the development, installation, and training efforts.	Expected	Base Functionality	Your account manager will schedule a business review meeting to review how we will mutually meet this requirement	0.00	Requirement met
Technical	5.7.015			The solution should include complete training material (manual or automated) to provide for initial and ongoing training requirements.	Provide examples of how Proposer has developed comprehensive and customized training materials in the past.	Expected	Base Functionality	Please refer to the attached docuementation. As customized training material may be propriatary to a client and developed with their input, we regret that we cannot provide examples.	10,000.00	Requirement met
Technical	5.7.016			The system should be supported through a 24-hour a day 7 days per week product support line staffed by business and technical professionals.	Detail how solution will be supported 24-hours a day, 7 days per week by business and technical professionals.	Expected	Customization	The City of Austin currently has standard support. Standard Support is available via email from 7:00 AM to 7:00 PM CST Monday through Friday excluding holidays. Premium support (24 x 7 x 365) is available for an additional fee. Please contact your account manager for more information.	0.00	Acceptable to the City. Not worth cost of customization

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Technical	5.7.017			The Proposer should respond to all problem requests received from the City in a manner acceptable by the City. An initial response will be received within 2 hours, critical problems will be addressed and resolved within 24 hours, with all other production problems addressed and resolved within 48 hours. If the need arises, the Proposer will have individuals on-site.	Provide specific examples of Proposer's record of responsiveness to the needs of its installed customer base. Detail how the City of Austin would receive priority service for any critical or ongoing issues.	Must Have	Base Functionality	Priority Severity Hours Client Environment 1 1 1 Critical -Respond Immediately: The client is unable to use the Product; which has a critical impact on the operations and they are willing to provide a 24 hour contact and phone number to assist in Resolution. Ex: Productive system is down, personnel are idle. A critical business function is inoperable. Revenue loss due to product outage. Priority Severity Hours Client Environment 2 2 1 --- 4 High -Respond 1-4 hours: Client able to use the Product, but operations are severely restricted by the problem. Priority Severity Hours Client Environment 3 3 4 ---24 Medium -Respond 4-24 hours: Client is able to use the Product with some restrictions on a function that is available. These restrictions have an impact on the client's overall operation.	0.00	Requirement met

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Technical	5.7.018			The Proposer should provide application error codes and definitions.	Provide examples of developing and delivering this type of documentation in the past.	Must Have	Base Functionality	Please refer to the enclosed "eStatements, eArchive, & eReports Error Codes" document.	0.00	Requirement met
Technical	5.7.019			The vendor must identify any third-party software products used within the proposed system configuration.	List any third-party software products used within the proposed configuration. Include third-party DB management products, report/query tools, client-side products required. Also list any third-party tools supported, but not provided.	Must Have	Base Functionality	Outside of operating systems and infrastructure, no 3rd party software products are required.	0.00	Requirement met

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Technical	5.7.020			Patch updates to operating system software, application software, database software and client software should be tested and identified for implementation within 5 days of a new patch release.	Describe how patch updates are tested and approved for implementation within 5 days of a new patch release (i.e. server, OS, application, browser, and database). Provide the average time required by your organization to test and approve patches and upgrades for operating systems, application software, and other components of the entire working solution.	Expected	Not Available	We do not certify 3rd party applications. We release applications approximately monthly after certification by Software Quality Assurance.	0.00	Acceptable to the City
Technical	5.7.021			The proposed solution client software should not depend on Microsoft Office applications for proper operation.	List any dependencies that the proposed solution has on Microsoft Office applications.	Must Have	Base Functionality	There are no dependencies on Microsoft Office.	0.00	Requirement met
Technical	5.7.022			The solution should allow users to view & print application error logs online.	Describe how a user views and prints application error logs. Describe the error logs available, and the content of each log.	Expected	Base Functionality	Please refer to the enclosed documentation on logging and error codes.	0.00	Requirement met

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Technical	5.7.023			Application updates and operating system security patches should be administered without downtime.	Describe the process used to apply application updates. Describe how the operating system security patches can be administered without downtime.	Desired	Customization	This is specific to your installation.	0.00	Acceptable to the City. Not worth the cost of customization
Technical	5.7.024			The proposed solution must be capable of providing 99.9% uptime, including regularly scheduled maintenance. This level of availability may be directly supported by the proposed solution, or may use third-party tools and methods to achieve 99.9% uptime.	Explain how the solution can be designed to support this level of uptime. Indicate tools and methods supported by the solution to provide the uptime requirement (such as hardware fault tolerance, clustering, mirroring, high availability platforms, etc.). Annotate the provided network/system diagrams to illustrate.	Must Have	Customization	This is specific to your installation's infrastructure and business continuity controls.	0.00	Acceptable to the City. Not worth the cost of customization

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Technical	5.7.025			The solution should be scalable for future growth.	Provide the number of concurrent users the proposed system can support, and explain the software and hardware changes required to allow growth. Include the licensing structure and the cost levels.	Must Have	Base Functionality	There is no hard limit to concurrent users or reports. Please contact your account mananger if additional licenses are needed.	0.00	Requirement met
Technical	5.7.026			Future releases of the application should NOT render archived data unusable.	Describe how historically archived data is supported regardless of changes to the application data schema.	Must Have	Base Functionality	Data is stored in it's original format with optional (recommended) AES 256 encryption and compression.	0.00	Requirement met
Technical	5.7.027			The solution should be able to extract reports in a variety of file formats including XLS, PDF, etc.	Describe the solution's process for extracting reports into file formats such as PDF. List all formats allowed by your application.	Must Have	Base Functionality	Reports can be extracted into text, PDF, image, XML (may require configuration) and CSV.	0.00	Requirement met
Technical	5.7.028			If the proposed solution is to be provided to remote end users, the distribution of data should minimize the amount of data sent over the WAN.	Describe the types and volumes of data sent between clients, and clients & servers.	Expected	Base Functionality	This is highly dependent upon your environment and usage. Data is sent one page at a time to minimize data traffic.	0.00	Requirement met

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Technical	5.7.029			The proposed solution's components should be capable of being monitored by network management tools to determine that the components are communicating properly.	Describe how the solution allows the system or network administrator to monitor the solution's availability.	Expected	Base Functionality	This is specific to your data center infrastructure and monitoring tool set. Please contact your account manager for additional information.	0.00	Requirement met
Technical	5.7.030			TCP/IP common transmission and management protocol must be used as the sole network protocol for both LANs and WANs.	Describe how the systems uses TCP/IP common transmission and management protocol as the sole network protocol for both LANs and WANs. Identify any non-TCP/IP protocols used in the solution (i.e. SMB, NETBEUI)	Must Have	Base Functionality	The system can run solely over TCP/IP	0.00	Requirement met
Technical	5.7.031			The application must be able to support up to 100 concurrent users without any system modification to the application as proposed.	Describe the application limitations for concurrent use. Describe system requirements for growth beyond 100 concurrent users.	Expected	Base Functionality	Upward limits for concurrent use are based upon infrastructure and the unique requiremetns of your business. We are happy to work with you to size systems to properly handle the peak and average load of your user base.	0.00	Requirement met

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Technical	5.7.032			When new users are created, the security permissions assigned to the new accounts should default to least privileged.	Describe the process of creating a new user in the system, and explain the default system privileges assigned to new user accounts.	Must Have	Not Available	User rights must be configured per user.	0.00	Acceptable to City
Technical	5.7.033			Authorized users should have the ability to monitor various aspects of the solution.	Describe how the solution provides the capability to be selectively monitored.	Desired	Base Functionality	This is specific to your installation infrastructure and controls.	0.00	Requirement met
Technical	5.7.034			The solution should display a configurable security banner upon login.	Describe how the solution displays a configurable security banner upon login.	Desired	Not Available	The DX Viewer can display an image that contains a secureity message upon launch but cannot display a configurable message or open a window with a security message post logon.	0.00	Acceptable to City
Technical	5.7.035			The solution should minimize the number of different IP ports and protocols to limit exposure and simplify security administration.	Describe how the solution minimizes the number of IP ports and protocols used and provide a list of IP ports and protocols utilized.	Must Have	Customization	. The COA solution as currently implemented relies on the underlying operating system to control network communications and highports cannot be specified. IP address control is available using DX Server as a part of your solution. Please contact your Account Manager for more information	0.00	Acceptable to City. Not worth the cost of customization
Technical	5.7.036			The solution must provide and enforce complex password formats. Passwords must be a minimum of 8 characters, and must allow use of upper and lower case and numeric and special characters.	Explain all password format options provided by the solution, and how passwords are managed and enforced.	Must Have	Not Available	Password complexity schemas are not available with the proposed solution. Password complexity is available with a hosted model.	0.00	Acceptable to City. Application available only for internal use. Data cannot be changed by users.

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Technical	5.7.037			Passwords must not be displayed as readable text when users are entering them on-screen	Describe how system allows end users to type in their password in a non-printing, non-displaying manner (i.e. *****).	Must Have	Base Functionality	Passwords are masked with "*" asterisks.	0.00	Requirement met
Technical	5.7.038			Passwords must NOT be included in automated sign-on procedures, stored unencrypted in cache, or transmitted as clear text over the network.	Explain how passwords are managed, stored and transmitted over the network.	Must Have	Base Functionality	Passwords are hashed during sign on and stored in an encrypted format. The software does not transmit passwords in cleartext over the network.	0.00	Requirement met
Technical	5.7.039			The solution must be capable of supporting tiered user permissions to provide application security.	Explain/Describe the tiered permission capabilities the solution offers. Explain how roles/groups/permissions are defined and assigned.	Desired	Not Available	Report access control is available via the menu systm. Other rights are set by user.	0.00	Acceptable to City
Technical	5.7.040			To enhance efficiency, end users should not have to log in separately to different modules of the application. A single sign-on should be all that is required.	Describe how system allows a user to sign on once to access the entire application according to their access rights.	Desired	Base Functionality	A single logon will grant users access to all modules of the system. LDAP may be available.	0.00	Requirement met

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Technical	5.7.041			If the application provides help messages and/or usage tips, such screen messages should be definable by the Customer's administrator(s).	Provide screen shots of help screens and usage tip displays available to the application user. Explain how application users with appropriate permissions can define the text of help and tip messages.	Expected	Not Available	Configurable help is not available as a part of the proposed solution.	0.00	Acceptable to City
Technical	5.7.042			If the solution uses Oracle, it must use minimum release level of version 10g.	For Oracle databases, describe what version of Oracle the database supports and if 9i can be updated to 10g.	Must Have	Not Available	Oracle is not required for the DX View application as proposed for the City of Austin	0.00	acceptable to City. No database software required
Technical	5.7.043			The solution should be capable of utilizing computer storage devices (SAN).	Describe how the solution supports a SAN storage solution.	Must Have	Base Functionality	DX View utilities the underlying Windows operating system to support SAN storage	0.00	Requirement met
Technical	5.7.044			Executable server software processes must be capable of running as service(s) (or daemon(s)) that run automatically upon system start-up, and do not require a user login to start up.	Explain how server-side software processes are executed automatically, and indicate whether the processes are designed to be service (or daemon) processes.	Must Have	Base Functionality	Report processing is executed automatically as a process	0.00	Requirement met

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Technical	5.7.045			The City prefers Windows 2008 server R2 or AIX 6.1 as server operating systems.	List the operating systems on which each component of your application will run. If choices exist, indicate the OS's most commonly used by existing clients.	Expected	Base Functionality	The proposed solution requires Microsoft Windows. The most commonly run version of Windows is 2003. While we are not aware of any limitations with 2008 R2, we have not extensively tested our Client/Server configuration on it	0.00	Requirement met
Technical	5.7.046			If applicable, the solution should be implemented using N-tier architecture. N-tier implementation should be capable of supporting load balancing across a series of solution servers.	Explain how the solution is implemented within the N-tier architecture, including load balancing across a series of solution servers.	Expected	Base Functionality	Please refer to pages 6 -11 of the enclosed DX View Administrator's Guide.	0.00	Requirement met

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Technical	5.7.047			The Vendor must propose minimum and optimal specifications for servers (if applicable) and/or client workstations. This equipment must have the capacity to run the proposed application, perform data analysis, querying and reporting functions.	List the minimum AND optimal recommended specifications for servers (if applicable) and/or client workstations to run the application. Include estimates for server and database storage requirements based on similarly sized municipalities. Include growth estimates based on your historical expertise.	Must Have	Base Functionality	Please refer to the specifications for your existing system.	0.00	Requirement met
Technical	5.7.048			The Customer should be able to accurately plan for storage and backup requirements, both for initial implementation and for future growth.	Provide capacity estimates (in terms of GB of storage) for the proposed system on-line storage and data archives.	Must Have	Base Functionality	Please refer to the specifications for your existing system.	0.00	Requirement met
Technical	5.7.049			The solution should be supported in a virtual server environment based on VMWare Infrastructure 4.	Describe your support for running the application software on VMWare or other virtual server environments.	Must Have	Customization	Virtualization has limited support for hardware dongles which are a required solution component. Please discuss the availability of an eDongle with your Account Manager.	0.00	Acceptable to City. At this time we do not plan to run this application on a virtual server

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Technical	5.7.050			The proposed solution must be capable of being fully restored in the event of catastrophic server failures.	Describe the data and application backup and recovery plan including automatic and unattended backups, expected data loss from recovery, backups in a separate facility from the production system, and allowances for full or partial recovery.	Must Have	Base Functionality	This is dependent upon your IT infrastructure, planning, policy, and controls.	0.00	Requirement met
Technical	5.7.051			If the solution uses relational database management technology, it should be capable of supporting high availability and resiliency.	Describe how the solution RDBMS can provide availability and resiliency through the use of such technologies as mirror imaging, portability, and replication.	Must Have	Base Functionality	The proposed solution for the City of Austin does not require a RDBMS	0.00	Requirement met
Technical	5.7.052			The solution should use a widely-accepted and well-supported DBMS such as Oracle 11g (or higher) MS SQL 2008 R2.	Describe the database system(s) and version numbers supported by the solution. (Oracle systems with processor-level licensing are preferred.)	Desired	Base Functionality	Supported but may not be utilized by your installation	0.00	Requirement met

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Technical	5.7.053			The Vendor should provide recommendations for tuning parameters for all databases.	Provide recommendations for tuning parameters for all databases. Explain the reasoning for these recommendations.	Expected	Base Functionality	Please refer to 5.7.052	0.00	Requirement met
Technical	5.7.054			The application servers should support the use of fully-qualified domain names.	Describe how the various solution components can address one another, and indicate compliance with this requirement.	Desired	Base Functionality	Support for FQDN is handled by the underlying Windows operating System	0.00	Requirement met
Technical	5.7.055			The proposed solution should be compatible with, and easily supported on the Customer's native network infrastructure.	Provide documentation of application/data traffic including protocols and ports. List the ports and protocols used for data communication between each tier of the application. Note any exceptional aspects of the application communication architecture.	Must Have	Base Functionality	Please refer to your existing system and to the enclosed documentation.	0.00	Requirement met

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Technical	5.7.056			The proposed solution must not require broadcast messaging for normal operation.	If the application must use broadcast messaging, describe the purpose and functionality of broadcasting.	Must Have	Base Functionality	The proposed solution does not require broadcast messaging for normal operation.	0.00	Requirement met
Technical	5.7.057			The proposed solution must be capable of operating over routed subnetworks (does not require components to be co-located on the same subnetwork).	Explain how the proposed solution components can communicate with each other when separated on different subnetworks.	Must Have	Base Functionality	This layer of networking is handled by the operating system.	0.00	Requirement met
Technical	5.7.058			All Windows-based solutions deployed on both client workstations and servers should be compatible with Trend Micro Anti-Virus, SMS and SCCM for for servers and workstations.	Describe how the application is tested and validated as being compatible with the Trend Micro Anti-Virus application, SCCM and SMS.	Must Have	Not Available	We do not validate for specific AV vendors. We are not aware of any conflicts.	0.00	Acceptable to City. Application available only for internal use.
Technical	5.7.059			The proposed solution should support Service Oriented Architecture.	Describe how the proposed system supports SOA, and specify what SOA services and platforms are supported.	Desired	Not Available	The proposed solution for the City of Austin is not SOA. It is client/server. In reagrds to SOA, please contact your Account Manager to discuss hosted options and web services modules.	0.00	Acceptable to City

Type	Req.	Owner	Category ID	Requirement Description	Required Response	Importance Rating	Vendor Response	Vendor Response Description	Customization Cost	City Disposition
Technical	5.7.060			Proposer should assign a Project Manager that shall remain constant throughout implementation and any change in Project Manager must be approved, in advance, by the City Project Team	Detail plan on how same Project Manager will be on-site and dedicated to project throughout implementation.	Must Have	Customization	A Project Manager is available on a Time and Material basis. Please discuss this request with your Account Manager.	0.00	Acceptable to City. Not worth the cost of Customization
Technical	5.7.061			The system must have logs that allow the adminstrator to view audits of system access and user rights changes.	Show logs that record system access and user rights changes and show how to pull reports from these logs.	Expected	Not Available	The DXR Web application provides the ability to log system access and user rights changes. This functionality is not available in the LAN version of the software.	0.00	Acceptable to City
Technical	5.7.062			Vendor must produce a Visio (or similar program of the different tiers of the system and their recommended architecture.	Visio diagram	Expected		Please refer to the enclosed documents.	0.00	Requirement met

Report Storage and Retrieval System

Introduction

The purpose of the Financial Report Storage and Retrieval System is to make monthly financial reports available via a LAN-based system to the City's financial staff in an easily accessible query environment for viewing, research, and analysis. This system enables users to locate and retrieve specific financial images from a collection of pre-defined reports. Response time to queries should be three seconds or less. The information is indexed, highly compressed, and archived.

This is a collaborative arrangement with the vendor whereby the vendor trains the City staff how to program new financial reports and assists City staff as requested in the product/business solution.

This application will exist in a Client/Server environment. The application must display reports created under earlier versions of software. Backward compatibility is necessary without requiring the reprocessing of old reports.

Responsibilities:

The City's Responsibility

The Controller's Office of the Financial and Administrative Services department is responsible for:

- Facilities, including telephones, personal computer hookups, and access to copy and fax machines.
- HVAC and AC power feed and generator backup for City systems
- Local Area Network/Wide Area Network
- Approval of milestones and deliverables
- Access to subject matter experts

The Contractor's Responsibility

The contractor shall be responsible for:

- All system design, software installation, programming, testing, performance tuning, training, documentation and implementation required for the system. If third-party software is required, Proposer shall assume full responsibility for its inclusion in this solution.

- The acquisition and installation of any required software. The City intends to use existing hardware for this project.

- All technical documents for the proposed system and its components. These documents shall include administrator, programmer and end user manuals about product installation and maintenance, including detailed design documents for customized system application and test plans. The supplier shall grant the City the authorization to reproduce any provided documents for internal use.

- Assist in the development of an acceptance test plan and assist in the performance testing the entire system. During testing, the Proposer must be available for assistance and correction of any error detected. Testing must be successfully performed before the City approves the final sign-off for the acceptance of the system.

- Be available via a toll-free number for technical support and problem resolution during normal business hours (8:00 a.m. - 5:00 p.m. CST, Monday through Friday) during implementation.

- Be able to respond to all problem requests received from the City once system is in production. An initial response will be received within two (2) hours, critical problems will be addressed and resolved within twenty-four (24) hours, with all other production problems addressed and resolved within forty-eight (48) hours.

- Provide a detailed list of the necessary resources and expertise, complete with personnel job descriptions, which shall be required for FASD to maintain the system once implemented.

- Provide technical programming training to a minimum of four (4) users AND system administration training to a minimum of two (2) users.

- Specify proposed demarcation of responsibilities between the FASD and the Proposer during system installation, testing, warranty, and maintenance.

- Assist as requested to meet newly designed, on-demand and monthly production requirements.

- Insure that all solution components and product results are stored in advanced compressed environments.

Timing for System Implementation

Note: Days are business or work days

The estimated time to complete installation and implementation   5 days

Estimated time to train and customize documentation   7 days

Final Acceptance

Final Acceptance is defined as successful completion by the contractor of the installation of the software, delivery of documentation, completion of technical programming training for 4 employees, completion of system administration training 2 employees, and successful execution of the software to produce compressed and indexed reports viewable by end users.

Payment Schedule

Payment will be made upon completion of Final Acceptance of a duplicate of our current operating environment. Separate payments will be made for the following services:

Payment for the setup of 9 new reports will be made upon completion of the setup and successful execution of the reports. The cost of the setup of these 9 reports will be $6,750 based on 3 hours per report to be billed at $250 per hour.

Custom Application Development work will be done as requested by the City. Payment for this work will be made upon successful completion of the requested work.

Professional Services work will be done as requested by the City. Payment for this work will be made upon successful completion of the requested work.

Extract Pages work will be done as requested by the City. Payment for this work will be made upon successful completion of the requested work.

Category	Item	Cost Yr. 1	Cost Yr. 2	Cost Yr. 3	Cost Yr. 4	Cost Yr. 5	Total Cost
Software	DXR Record - Tier 2 - 12 million pages annually	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	50,000.00
Software	DX ARP / DX QUEMGR	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	5,000.00
Software	DX View (100 user license)	900.00	900.00	900.00	900.00	900.00	4,500.00
Software	Includes 12 months license and maintenance	0.00	0.00	0.00	0.00	0.00	0.00
	Total Software Costs	11,900.00	11,900.00	11,900.00	11,900.00	11,900.00	**59,500.00**
Third Party Software		0.00	0.00	0.00	0.00	0.00	**0.00**
	Total Third Party Software						**0.00**
Installation/Implementation	Up to 40 hours of Professional Services - $225/hr	9,000.00	0.00	0.00	0.00	0.00	**9,000.00**
	Total Installation/implementation Costs	9,000.00	0.00	0.00	0.00	0.00	**9,000.00**
Conversionn/First Time Setup	Conversion of existing reports - 9 reports	6,750.00	0.00	0.00	0.00	0.00	**6,750.00**
	Training of Programmers, including documentation Includes training for up to 5 individuals and any custom documentation	10,000.00	0.00	0.00	0.00	0.00	**10,000.00**
	Total Conversion/First Time Setup Costs						**16,750.00**
	Travel	0.00	0.00	0.00	0.00	0.00	**0.00**
	Total Travel Costs						**0.00**
Maintenance & Support - 5 Yrs	Annual License and Maintenance Renewal Fee	9,350.00	9,350.00	9,350.00	9,350.00	9,350.00	**46,750.00**
Maintenance & Support - 5 Yrs	Client Support Hourly Rate $150/hr. up to 30 hours per year	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	**22,500.00**
	Total Maintenance & Support Costs						**69,250.00**
Other Costs	Custom Application Development Rate $225/hr. up to 30 hours per year	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	**33,750.00**
Other Costs	Extract Pages - Per Page $0.005 - 2,200,000 pages	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	**55,000.00**
	Total Other Costs						**88,750.00**
	Total Costs	69,250.00	43,500.00	43,500.00	43,500.00	43,500.00	**243,250.00**

City of Austin

Financial and Administrative Services Department
Purchasing Office
P. O. Box 1088, Austin, TX 78767　　　　　　　　　(512) 974-2500

July 21, 2011

Mr. Tom Harrelson
Fiserv Solutions Inc.
Tom.harrelson@fiserv.com

RE:　Solicitation No. MSO0054
　　　Financial Report Storage and Retrieval System

Dear Mr. Harrelson:

We are requesting that the proposal acceptance period for the above-mentioned
solicitation be extended through October 31, 2011. If you are in agreement, please sign
and date below and return by return by e-mail.

Please feel free to call me at (512) 974-2995 if you have any questions.

Sincerely,

Mick Osborne, Specialist Sr. Buyer
Purchasing Office

_____　　　8/1/11
Bidder Signature　　　　　　　　　　　　Date

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN

SOLICITATION NUMBER.   MSO0054

PROJECT NAME: Financial Report Storage and Retrieval System

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Offeror is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Offeror does not perform the service with its own workforce or if supplies or materials are required and the Offeror does not have the supplies or materials in its inventory, the Offeror shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Offeror must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No X   **If no, please sign the No Goals Form and submit it with your Offer in a sealed envelope.**

Yes_____   **If yes, please contact DSMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Offer in a sealed envelope.**

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Fiserv
_____
Company Name

Isey Cukiermai, Site Manager
_____
Name and Title of Authorized Representative (Print or Type)

_____   4-29-11
Signature   Date

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN
(Please duplicate as needed)

SOLICITATION NUMBER: MSO0054

PROJECT NAME: Financial Report Storage and Retrieval System

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	
Address	
City, State Zip	
Phone	Fax Number
Name of Contact Person	
Is company City certified?	Yes ☐ No ☐ MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature   Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant	
City of Austin Certified	MBE ☐ WBE ☐ Ethnic/Gender Code: ☐ NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Amount of Subcontract	$
List commodity codes & description of services	

Sub-Contractor/Consultant	
City of Austin Certified	MBE ☐ WBE ☐ Ethnic/Gender Code: ☐ NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Amount of Subcontract	$
List commodity codes & description of services	

FOR DEPARTMENT OF SMALL AND MINORITY BUSINESS RESOURCES USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror (HAS) or (HAS NOT) complied with the City Code, Chapters 2-9A, B, C, or D, as applicable

Reviewing Counselor _Raymond M. Young_ Date _7-21-11_   Director/Deputy Director _____ Date _1/21/2011_

ORIGINAL

fiserv.

April 29, 2011

Mick Osborne
Purchasing Office, City of Austin
Municipal Building
124 W. 8th Street
Room 310
Austin,TX 78701

Solicitation No: MSO0054

Dear Mr. Osborne
Fiserv is pleased to present this proposal to City of Austin regarding Fiserv's Windows based DX Record and DXARP module to provide a financial report storage and retrieval systems solution.

Fiserv looks forward to meeting the needs of City of Austin today and into the future. If you have any questions, please call me at 512-637-3923.

Best regards,

Paul Guzman
Senior Account Manager

Submitted by Fiserv   *April 29, 2011*

CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
Offer Sheet

SOLICITATION NO: MSO0054	**COMMODITY/SERVICE DESCRIPTION**: Financial Report Storage and Retrieval System
DATE ISSUED: March 28, 2011	
REQUISITION NO.: 7400-11030200225	**PRE-PROPOSAL CONFERENCE TIME AND DATE**: 10:00 a.m. on April 7, 2011
COMMODITY CODE: 20680	**LOCATION**: Municipal Bldg., 124 W. 8th St., Room 310, Austin, TX 78701
FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:	**PROPOSAL DUE PRIOR TO**: 1:00 p.m. on May 3, 2011
	COMPLIANCE PLAN DUE PRIOR TO: N/A
Mick Osborne	**PROPOSAL CLOSING TIME AND DATE**: 1:00 p.m. on May 3, 2011
Specialist Sr. Buyer	**LOCATION:** MUNICIPAL BUILDING, 124 W 8th STREET
Phone: (512) 974-2995	RM 310, AUSTIN, TEXAS 78701
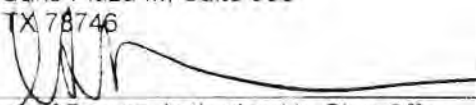
It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors must be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture must be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto https://www.cityofaustin.org/purchase and follow the directions.

SUBMIT 1 ORIGINAL AND 9 SIGNED COPIES OF RESPONSE

SOLICITATION TO:

Fiserv
901 South Mopac Expressway
Barton Oaks Plaza III, Suite 500
Austin, TX 78746

Signature of Person Authorized to Sign Offer

Iser Cukierman, CFO Site Manger
Signer's Name and Title: (please print or type)

FEDERAL TAX ID ▮▮▮▮▮▮

Date: 4/29/2011

Company Name: Fiserv Solutions, Inc (f/k/a/ EPSIIA Corporation)

Address: 901 South Mopac Expressway
Barton Oaks Plaza III, Suite 500

City, State, Zip Code Austin, TX 78746

Phone No. (512) 329-0081   Fax No. (512) 329-0086

BELOW INFO MUST MATCH THE NAME AND ADDRESS ON INVOICE AND IN COMPANY PROFILE WITH CITY
Company "Remit To" Name Fiserv

Remit to Address: 75 Remittance Dr
City, State, Zip Code__Chicago, IL 60675-6967, Suite 6967
Email Address robin.olson@fiserv.com

Table of Contents

SECTION NO.	TITLE	PAGES
0100, 0200, 0300	See http://www.ci.austin.tx.us/purchase/standard.htm *	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	8
0500	SCOPE OF WORK AND PROPOSAL PREPARATION INSTRUCTIONS/EVALUATION FACTORS	43
0600	N/A	N/A
APXA	APPENDIX A, VENDOR RESPONSE ACCESS DATABASE INSTRUCTIONS	2
APXB	APPENDIX B, ACCESS DATABASE	MUST DOWNLOAD
APXC	APPENDIX C, COST PROPOSAL	3
APXD	APPENDIX D, TEST REPORT INSTRUCTIONS	1
APXE	APPENDIX E, TEST REPORT AR003A-01	MUST DOWNLOAD
APXF	APPENDIX F, TEST REPORT FA0101A-01	MUST DOWNLOAD
APXG	APPENDIX G, TEST REPORT TK0001A-02	MUST DOWNLOAD
EXHA	EXHIBIT A, SAMPLE PAGES OF MONTHLY REPORTS	9
EXHB	EXHIBIT B, REPORT INDEXES, MONTHLY REPORTS	3
EXHC	EXHIBIT C, TIME AND DELIVERY CONSTRAINTS	1
0700	REFERENCE SHEET	N/A
0800	NON-DISCRIMINATION CERTIFICATION	1
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	1
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT	2
0815	LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION	1
0820	LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION	1
0825	WORK PLACE CONDITIONS AFFIDAVIT	N/A
0830	BUY AMERICAN ACT CERTIFICATE	N/A
0835	NONRESIDENT BIDDER PROVISIONS	N/A
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	2
1000	"NO OFFER" RESPONSE FORM	1

All other Sections may be viewed at: *__https://www.cityofaustin.org/purchase__* by clicking the link to "Vendor Self Service (VSS)", sign in if registered, register, or use public access to follow the links to "Business Opportunities" and "Search for Solicitation."

RETURN FOLLOWING DOCUMENTS WITH BID/PROPOSAL/QUOTE/RESPONSE/SUBMITTAL**

- Cover Page   Offer Sheet
- Section 0600   Bid Sheet(s)
- Section 0700   Reference Sheet (if required)
- Sections 0800 - 0835   Certifications and Affidavits (return all applicable Sections)
- Section 0900   MBE/WBE Procurement Program Package or No Goals Utilization Plan, if applicable
- Bid Guaranty   (if required)

** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.

NOTES:

The Vendor agrees, if this Offer is accepted within <u>90</u> calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

* INCORPORATION OF DOCUMENTS. Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address: **http://www.ci.austin.tx.us/purchase/standard.htm**.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the below address. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

When sending a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Notes: Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered. Unless authorized in the Solicitation, telegraphic or facsimile Offers will not be accepted.

Executive Summary

Fiserv Solutions, Inc
901 South Mopac Expressway,
Barton Oaks Plaza III, Suite 500
Austin, TX 78676

The Financial and Administrative Services Department (FASD) is seeking a LAN-based, automated system to accept and process printstream data relative to the City's financial department's requirements and timelines. This process includes the receipt and processing of specialized financial reports by indexing, compressing and archiving data into retrievable formats relative to the City's financial reporting and budgeting criteria.

Fiserv's DX View and DX Record are associated products comprising the body of the data storage and retrieval system. DX View enables users to locate and retrieve financial images from a collection of pre-defined reports. DX Record is an e-document management system which ingests specialized printstream data to create an accessible query environment.

DX Record converts monthly financial printstreams into retrieval formats which are in turn accessed through DX View.

Fiserv Address and Contact Information

NAME	ROLE	PHONE		ADDRESS	E-MAIL
Fiserv Austin		Ph: (512) 329-0081 Free: (800) 401-4774 Fax: (512) 329-0086		Fiserv Solutions, Inc 901 S. Mopac Expressway Building 3, Suite 500 Austin, Texas 78746	
Paul Guzman	Account Manager	Ph: (512) 329-0081 x3344 Free: (800) 401-4774 x3344 Cell: (512) 560-1965		Fiserv Solutions, Inc 901 S. Mopac Expressway Building 3, Suite 500 Austin, Texas 78746	paul.guzman@fiserv.com
Mark Granoff	Solutions Expert	Ph: (512) 329-0081 x3344 Free: (800) 401-4774 x3344 Fax: (512) 329-0086		Fiserv Solutions, Inc 901 S. Mopac Expressway Building 3, Suite 500 Austin, Texas 78746	Mark.granoff@fiserv.com
Tom Harrelson	Director, Account Services	Ph: (512) 329-0081 x3332 Free: (800) 401-4774 x3332 Fax: (512) 329-0086		Fiserv Solutions, Inc 901 S. Mopac Expressway Building 3, Suite 500 Austin, Texas 78746	Tom.Harrelson@fiserv.com

Summary of Proposal

Fiserv's Windows based DXR system will be installed at the City of Austin utilizing the following DXR modules: DXRecord, DXARP, DXQueMgr, and DXView. Custom automation will be development by Fiserv to allow for the City of Austin to FTP files to Fisev for archival to CD-ROM.

Solution Overview

Digital Xpress Reports™ (DXR)

DXR is a comprehensive client-server report and statement management solution that will drastically reduce storage, license, and administrative costs and improve enterprise-wide efficiency of high-volume computer output management by providing a common platform for document storage methods.
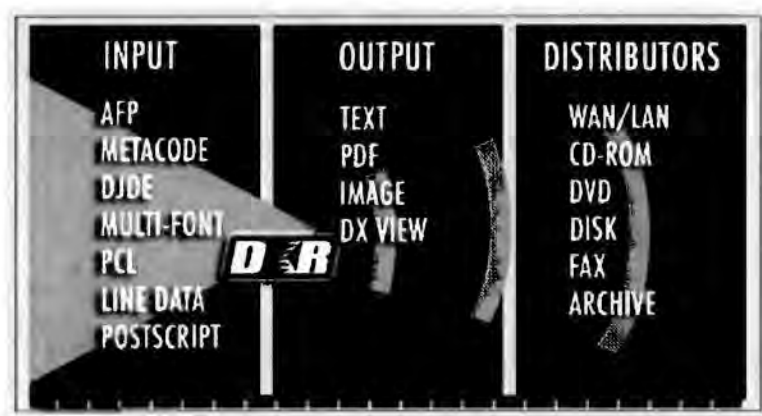
The DXR Software Suite is composed of the following support modules:

DX Record

DX Record processes computer-generated output for electronic viewing and searching. A key feature of DX Record is its ability to process many different print streams, including Line Data, EBCDIC, Metacode, AFP, and PCL, which is an important capability for financial institutions, telecommunications, utilities, retail, and other large organizations that utilize AFP or Xerox data streams. Although DX Record can process a variety of print streams, the end result is always the same—an electronic replica of the original printed statement.

The data processed by DX Record can be viewed and searched directly from a CD or DVD on a workstation, over the network using DX View, or on the Web using DX Server. DX Record is a robust application capable of processing millions of pages per hour. This utility's strong compression algorithms minimize storage requirements.

DX ARP

The DX ARP (Automated Report Processing) module is designed to perform automated document management tasks, including defining job priority status and scheduling jobs. DX ARP works by feeding data reports from the mainframe into the DX Record system, which prepares the resulting files for retrieval by DX View. This involves moving the files to their proper directories, updating user menus for access to the reports, deleting unneeded files, and migrating the files to optical disks.

DX ARP is designed to run continuously as an NT service or UNIX background process. Typically, DX ARP runs 24 hours per day, seven days per week. In the event of an unexpected shutdown due to an error condition, the system can be restarted upon resolution of the error and will return to data processed at the point of termination.

DX View

DX View is a powerful solution that consolidates electronic documents from any print file source and provides uniform, enterprise-wide access to information. It is the Perfect medium for consolidated access to business-critical information. DX View:

- Interfaces for easy and secure document searching, viewing and downloading via Web, client/server or ROM.
- Provides high-performance search and retrieval of documents
- Operates with intuitive navigation, search, view and print functions
- Has on-the-fl y rendering and export to many formats: text, image, PDF,
- XML/HTML, and more

DX View is a high performance 32-bit thick-client document viewer and report-mining tool. It supports viewing of any print-ready data format including source document images (e.g. check images.) As a network tool, DX View can access data from DASD, magnetic or optical disk or tape, CD-ROM, and DVD.

DX View gives you an easy-to-use interface for searching, viewing, printing and exporting your documents in their original print stream format. From the interface, users can print, fax, and export documents to their desktops.
Highlights:

- Fast, highly complex searches on network or PC
- User-friendly interface and organization
- Administrator functions let you control viewing of documents by other staff
- Ideal for CSR centers requiring identical document viewing
- Documents exportable to many formats: text, image, PDF, XML/

Solution Overview Diagram

Network Diagram:

CD Archival Automation Overview:

Index of Attachments

- DXRecordTechRef_20100614.pdf – DX Record Technical Reference Guide
- DXR_Suite_Keywords_nda_20100614.pdf – DX View/Server command line keywords
- DXServerPlus_Guide_20100521.pdf – DX Server Technical Reference Guide
- DXViewAdminRef_20100304.pdf – DX View Administrator's Guide
- DXARP_TechRef.pdf – DXARP Technical Reference Guide
- DXView_User_Guide_20100318.pdf – DX View User's Guide
- DXView_User_Guide_CDOnly_20100318.pdf - DX View CD Only User's Guide
- eArchive_Errors_nda_20100520.pdf – DXR Error Message Reference
- File_Extensions_20090427.pdf – DXR File Extension Reference
- Fiserv_2009_Annual_Report.pdf – Fiserv 2009 Annual Financial Report
- Fiserv_2010_Annual_Report.pdf – Fiserv 2010 Annual Financial Report
- City_of_Austin_Post_Implementation_Support_Document.pdf – Support Document
- Statement-of-work--TEMPLATE.pdf – Sample Statement of Work
- Project_Management_Project_Flow.pdf – Project Management Process Flow Diagram
- FiservSupportEscalationMatrix.pdf – Procedures and Contact / Escalation Document

Financial Report Storage and Retrieval System.

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Firm Background, Principal Officers

Fiserv at a Glance

2010 Revenue	$4.13 billion
2010 Net Income	$496 million
Stock Ticker	NASDAQ: FISV
Headquarters	Brookfield, WI
Employees	About 20,000 worldwide

Listing of the principal officers of the company, including name, title and tenure.

EXECUTIVE OFFICERS OF THE REGISTRANT

The names of our executive officers as of February 23, 2011. together with their ages, positions and business experience are described below:

Name	Age	Title
Jeffery W. Yabuki	50	President, Chief Executive Officer and Director
James W. Cox	47	Executive Vice President, Corporate Development
Mark A. Ernst	52	Executive Vice President and Chief Operating Officer
Michael P. Gianoni	50	Executive Vice President and Group President, Financial Institutions
Thomas J. Hirsch	47	Executive Vice President, Chief Financial Officer, Treasurer and Assistant Secretary
Stephen E. Olsen	50	Executive Vice President and Group President, Digital Payments
Charles W. Sprague	61	Executive Vice President, General Counsel and Secretary
Steven Tait	51	Executive Vice President and Group President, Depository Institution Services
Thomas W. Warsop III	44	Executive Vice President and Group President, Global Sales

Mr. Yabuki has been a director and our President and Chief Executive Officer since 2005. Before joining Fiserv, Mr. Yabuki served as executive vice president and chief operating officer of H&R Block, Inc., a financial services firm, from 2002 to 2005. From 2001 to 2002, he served as executive vice president of H&R Block and from 1999 to 2001, he served as the president of H&R Block International. From 1987 to 1999, Mr. Yabuki held various executive positions with the American Express Company, a financial services firm, including president and chief executive officer of American Express Tax and Business Services, Inc.

Mr. Cox has served as Executive Vice President, Corporate Development since 2006. From 2003 to 2006, he served as president of our Health Solutions Group. He joined Fiserv in 2001 with our acquisition of Trewit, Inc., where he was president. Prior to that, Mr. Cox was a partner in Virchow Krause & Company, LLP, a public accounting and consulting firm.

Mr. Ernst has served as Executive Vice President and Chief Operating Officer since the beginning of 2011. Prior to joining Fiserv, he served as Deputy Commissioner for Operations Support for the Internal Revenue Service from 2009 to 2010, where he was responsible for technology, operations, shared services, human resources, and the chief financial office. From 2008 to 2009, he was chief executive officer of Bellevue Capital

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LLC, a private investment firm; from 2001 to 2007, he served as chairman, president and chief executive officer of H&R Block, Inc., a financial services firm; and from 1998 to 2000, he served as its chief operating officer. His experience, which includes executive positions with the American Express Company, a financial services firm, spans more than 25 years in the financial services industry.

Mr. Gianoni has served as Executive Vice President and Group President, Financial Institutions since 2010. Mr. Gianoni joined Fiserv in 2007 as president of our investment services business. Prior to that, from 2006 to 2007, he served as executive vice president of CheckFree Corporation and general manager, CheckFree Investment Services Division; and, from 1994 to 2005, he was senior vice president of DST Systems, Inc.

Mr. Hirsch has served as Executive Vice President, Chief Financial Officer and Treasurer since 2006. Mr. Hirsch joined Fiserv in 1994 as a divisional assistant controller, became assistant corporate controller in 1996, corporate vice president in 1997, corporate controller in 1999 and senior vice president and controller in 2002. Prior to joining Fiserv, Mr. Hirsch was an audit manager with Deloitte & Touche LLP.

Mr. Olsen has served as Executive Vice President and Group President, Digital Payments since 2010. Prior to that, he served as president of our Internet banking and electronic payments group from 2007 to 2008 and president of our depository institution services group from 2008 to 2009. Before joining Fiserv, from 1997 to 2007, Mr. Olsen held a variety of positions at CheckFree, most recently as CheckFree's chief operating officer. From 1996 to 1997, he served as vice president, chief information officer of Geac Computer Corporation. And, from 1990 to 1996, Mr. Olsen served as vice president, chief information officer of Dun & Bradstreet Software.

Mr. Sprague has served as Executive Vice President, General Counsel and Secretary since 1994. He has been involved with our corporate and legal concerns since we were formed in 1984.

Mr. Tait has served as Executive Vice President and Group President, Depository Institution Services since 2010. Prior to joining Fiserv in 2009 as an Executive Vice President, Mr. Tait served as president of RSM McGladrey Employer Services, Inc., a subsidiary of H&R Block Inc., from 2003 to 2009, and executive vice president, sales and client operations of Gartner, Inc., from 2001 to 2003.

Mr. Warsop has served as Executive Vice President and Group President, Global Sales since 2010. Prior to that, he served as president of our financial institution services group from 2007 to 2009. Before joining Fiserv in 2007, Mr. Warsop served for 17 years in various capacities, including vice president, U.S. financial services, at Electronic Data Systems Corp. ("EDS"), a publicly-traded global technology services company. He also served as a vice president with EDS in the United Kingdom and as president of EDS's Business Process Outsourcing unit in Asia Pacific.

Fiserv Financial Reports

Audited financial statements for the past two years are included in the attached 2010 and 2009 Fiserv Annual Reports. This information can also be located on the Web page below:

http://investors.fiserv.com/annuals.cfm

Fiserv Electronic Document Delivery History

Formerly known as EPSIIA Corporation, Fiserv's Electronic Document Delivery (EDD) experts have lead the market with state-of-the-art solutions to help businesses archive, retrieve and distribute high

volumes of business-critical documents since our inception in 1982. Our first product offering, LaserSig, revolutionized the way banks verify check signatures. For the first time, banks had a tool to electronically verify account holder signatures on checks and other transaction documents, without having to manually retrieve hard copy signature cards.

From this original innovation grew the concept of applying electronic archival, retrieval and presentment solutions to other types of high volume computer generated output. Unlike companies that pieced together cumbersome, unwieldy solutions built on an array of third-party components, we developed innovative solutions that laid the foundation for the company's core strengths - flexibility, reliability and speed.

Over the years, Fiserv has continued to be a first-to-market innovator with products and services that make document management easier and less costly. In the early 1990s, we introduced Digital Xpress Reports (DXR) software, one of the first tools on the market capable of indexing, archiving and viewing content electronically in its original printed form.

Later, as CD-ROM's became a viable storage medium, we led the movement from microfiche archiving to today's industry-standard COLD (Computer Output to Laser Disk) storage. We again revolutionized electronic document management in 1996 with the introduction of a data processing service bureau. This enabled customers to dramatically reduce costs by outsourcing the complex tasks of COLD processing and fulfillment.

Soon after, we became the first COLD solutions provider to fully web-enable its product with web-ready turnkey solutions and a state-of-the-art, secure hosting center.

- Project management organizational chart identifying the Project Manager and full time/part time project staff members, including resumes for project personnel and the amount of time each project staff member will be dedicated to the project.

- Name, address, phone, e-mail and fax number of the authorized negotiator.

Tom Harrelson
Director, Account Services
tom.harrelson@fiserv.com
Office: 512-329-0081 ext. 3332 / Fax: 512-329-0086

Financial Report Storage and Retrieval System.

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Response to Functional Requirements (Section 4.0)

ReqID	Response	Priority	Requirement Description	Required Response	Vendor Response
4.2.001	Base Functionality	Must Have	Describe how the user is able to select a portion of the report data and "copy" the selected portion to the Windows clipboard or other similar holding area, where the user can then "paste" it into another application such as a word processor or spreadsheet.	Copy Feature: The user should be able to select a portion of the report data and "copy" the selected portion to the Windows clipboard or other similar holding area, where the user can then "paste" it into another application such as a word processor or spreadsheet.	The 'copy-and-paste' function can be very useful, especially if moving data to spreadsheet program (such as accounting data) for further analysis. You can highlight information from your DX View documents, use Ctrl+C to copy them, and use Ctrl+V to paste the selection into other Windows® applications. A Copy and Paste Example: Imagine a Customer Service Representative (CSR) wants to send a letter to Robert. Here's the procedure to do so. 1. Access page 58 from the Telephone Bills report (a Telephone Bill for service to Robert Bailey) and click the Select Page button. 2. Open a word processor and start a new document (do not close DX View). 3. Use Alt+Tab to switch back to DX View. 4. Place the mouse pointer just above and to the left of the 'R' in Robert. Drag down and to the right until the complete address is highlighted. Release. Then, press CTRL+C to copy the highlighted area into the Windows clipboard. 5. Use Alt+Tab to switch back to your word processor. 6. Position your cursor where you would like to insert the name and address. Press CTRL+V to paste the contents of the clipboard into your word processing document.
4.2.002	Base Functionality	Must Have	Describe how the user is able to select a range, page, and an entire report and paste it into another application such as word processor or spreadsheet.	Copy Feature: In the copy function the user should be able to choose a range from any rectangle selected with the mouse, to the entire page, to the entire report.	The Copy feature is only available for all or part of a single document page. The Export feature can be use to extract text from one or more full page or an entire report at a time to a text file. The text file can then be opened and copied into a document such as a spreadsheet.
4.2.003	Not Available	Desired	Describe how a user can grid an X/Y parameter for a fixed range of data (to be repeated on a selection of (or all) pages for a particular report) to allow the "downloading" of data without including page headers.	Copy Feature: The user should be able to grid an X/Y parameter for a fixed range of data (to be repeated on a selection of (or all) pages for a particular report) to allow the "downloading" of data without including page headers. This function should include alpha/numeric recognition (letters/numbers).	Extract Data using Templates is no longer available
4.2.004	Base Functionality	Expected	Describe how a user can "undo" a previous action.	Undo Feature: If the user performs an action that produces an unwanted result, an "undo" feature will reverse the previous action.	Related to report viewing, minimal undo functionality is available as all reports are "read only". Howver, "undo" is available when editing tables

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4.2.005	Base Functionality	Desired	Describe how the user can attach a "note" or message to a page in a report, or to the entire report. Explain how the user knows that a note has been attached.	Note Feature: The user can attach a "note" or message to a page in a report, or to the entire report. A symbol of some sort denotes to the user that a note has been attached. The note is visible only to the user who attached the note.	Requires temp folder to be local.
4.2.006	Base Functionality	Must Have	Describe how the user can view the next page in a report or the previous page of a report.	Page Up and Down Feature: The user can view the next page in a report or the previous page with the selection of a "button" on the screen or with a simple keystroke.	This need can be meet using the "page up" or "page down" button or "File -> Page" menu
4.2.007	Base Functionality	Must Have	Describe how the user can to directly to the first page, last page, or any page the user chooses.	View Particular Page Feature: The user can go directly to any page of the report including the first page, last page, or any page in between.	The Select Page command (Page | Select Page) lets you go directly to any page of the report. Additionally, you can move forward or backward a certain number of pages by placing a plus (+) or minus (-) respectively, in front of the number.
4.2.008	Base Functionality	Desired	Describe how the user can scroll the report up and down (vertically) one line at a time.	Scrolling Feature: The user can scroll the report up and down (vertically) one line at a time.	This functionality can be met using the arrow keys.
4.2.009	Base Functionality	Must Have	Describe how the user can scroll the report up and down (vertically) one screen at a time.	Scrolling Feature: The user can scroll the report up and down (vertically) one screen at a time.	Next Page (Page Down) The Next Page command (Page | Next Page) moves you to the next page of the currently selected report.
4.2.010	Base Functionality	Must Have	Describe how the user can choose a font size that does not display the entire 144 columns of a report and is able to scroll to the right and left side (horizontally) of screen	Scrolling Feature: The user can choose a font size that does not display the entire 144 column report in one screen; user can scroll to the right and left side (horizontally) of screen.	Font size cannot be chosen but this need can be met using the Scale function: Scale Scale the view up or down as a percentage of the original image size; this is the 'Zoom in/out' factor
4.2.011	Base Functionality	Must Have	Describe how the user is able to enlarge the contents of the current screen.	Zooming Feature: The user is able to enlarge the contents of the current screen.	Scaling a Report for Visibility The DX View window is fully scalable. The fonts are "true type"; they scale smoothly. Here are some options for scaling. • Click the down arrow on the Scale button. Then click Fit Width. The viewing window automatically scales to fit the width of your window. You can now scroll down and view all the information on your page. • You can scale your view in increments of 20% by clicking the Zoom toolbar button (magnifying glass) or your keyboard's minus "-" and plus "+" keys. • You can select any area on your page and zoom in on (enlarge) that area. Highlight an area then click the Zoom toolbar button. Click Zoom again, and your window returns to your previous view.

4.2.012	Base Functionality	Must Have	Describe how the user is able to reduce the size of the contents of the current screen	Zooming Feature: The user is able to reduce the size of the contents of the current screen.	Scaling a Report for Visibility The DX View window is fully scalable. The fonts are "true type"; they scale smoothly. Here are some options for scaling • Click the down arrow on the Scale button. Then click Fit Width. The viewing window automatically scales to fit the width of your window. You can now scroll down and view all the information on your page. • You can scale your view in increments of 20% by clicking the Zoom toolbar button (magnifying glass) or your keyboard's minus "-" and plus "+" keys. • You can select any area on your page and zoom in on (enlarge) that area Highlight an area then click the Zoom toolbar button. Click Zoom again, and your window returns to your previous view.
4.2.013	Base Functionality	Must Have	Describe how the user is able to choose a font size that allows the user to see 144 column positions without having to scroll	Zooming Feature: The user is able to choose a font size that allows the user to view 144 column positions without having to scroll	Scaling a Report for Visibility The DX View window is fully scalable. The fonts are "true type"; they scale smoothly. Here are some options for scaling. • Click the down arrow on the Scale button. Then click Fit Width. The viewing window automatically scales to fit the width of your window. You can now scroll down and view all the information on your page. • You can scale your view in increments of 20% by clicking the Zoom toolbar button (magnifying glass) or your keyboard's minus "-" and plus "+" keys. • You can select any area on your page and zoom in on (enlarge) that area Highlight an area then click the Zoom toolbar button. Click Zoom again, and your window returns to your previous view.

4.2.014	Base Functionality	Desired	Describe how the user is able to mark pages in a report so that the user can quickly return to that page a later time	Bookmark Feature: The user is able to mark pages in a report so that the user can quickly return to that page a later time	Working with Bookmarks Used for quick access of a particular report page. a bookmark is a name and an optional comment saved to C:\DXR\temp\dxr.bmk. When a report is reopened. the bookmarks can be accessed again. Adding a Bookmark Perform the following procedure to add a bookmark. 1. Locate the page you want to bookmark. 2. Go to File | Bookmarks The Bookmark window opens. 3. Click the Add Bookmark button (the +Flag toolbar button). The Bookmark Information window opens. 4. Name the bookmark. The Date, Drawer, Folder, Report. Page Number, and User fields display default information set to the current date, page and user. 5. OPTIONAL: Select the Bookmark Type Normal: Nothing appears on the window when the page is selected. But, the name of the bookmark appears in the right corner of the Status Bar. Mandatory Read: The Bookmark window automatically appears when the page is selected. Icon: A small, reposition-able bookmark icon ({bmct icon.bmp}) appears on the window when the page is selected. Double-click it to display the Bookmark window. Sticky Note: An expandable 'sticky note' appears, which displays bookmark comments. Double-click the sticky note to display the Bookmark window. You may annotate Sticky Notes. In the space at the bottom of the Bookmarks window, enter a comment. Press CTRL+Enter to add a line.
4.2.015	Base Functionality	Desired	Describe how the user is able to set multiple bookmarks in a single report.	Bookmark Feature: The user is able to set multiple bookmarks in a single report	Please refer to vendor response for 4.2.014

			Describe how a report can be indexed.	Indexing Feature. The City will identify multiple items to be indexed for each individual report. The ability to search on both the full key and partial keys will be required in both alpha/numeric contexts. Confirm if the query criteria are case sensitive.	The art of indexing is looking for patterns. Unique, stable patterns make good masks. "### ###" is a good mask, note the space. But, do not mask on too many characters or you may miss something Do not forget that it is not a requirement to mask on the data you want indexed. Look to the right and left. Find something that will always be in the same place and in the same format, same number of characters, like a date (the number of digits should not change and it has special characters [##/##/ ####].) For instance, if you want the account number on a row, choose to mask on the phrase "Account Number:" to the left of it. The account number may grow to additional digits; the title will stay the same. 1. Review the client's requirements for the indexes and any stripping necessary • An account number with spaces and dashes (like an SSN) may require the spaces and dashes stripped out. • Could there be more than one instance of the index per page? • Are group lines needed? 2. In Job Setup choose the Options->Report Information->Index Table File Open to establish the indexes. The ITB is used by DX View and the PTB is used by DX Record. If this is a simple job, place the indexes directly in the ITB. (More sophisticated work go in the PTB.) 3. Tile the windows so both display. 4. Back on the report itself, double-click the account number to open the Data Text Object Information window and find its start position. You can see from this screen capture that the bottom left displays a line/column entry. 5. Edit the ITB. You can use the DX View GUI (See "Working with the Index Table Selection Function" on page 83) or edit the ITB in a text editor. Text editor: Some recommendations follow. Not all fields are addressed here. INDEXNAME name Name the ITB with the job name. INDEXTYPE 3 STARTLINE 9 ENDLINE 12 Always provide "wiggle room" for the index when first defining it. 6. Now, reindex the job, close the report in DX View and reopen it to see the effect of the reindex. 7. Sometimes the GUI's start position is off by one or it's one short. Run an index search on all (*) indexes to see if the Index Table entries will highlight the appropriate part of the pages. Viewing the report (not the
4.2.016	Base Functionality	Must Have			

fiserv.

					Job Setup), choose Edit->Search->Index Search and use the wildcard (*) to search all. The results display in their own window. 8. Page through the report to verify the necessary information was indexed. MASK ^N At first, mask the first digit of the account number only. You may choose to return and mask additional digits to be precise later. FLDSTCOL 93 Column on which to begin the index FLDWIDTH 9 Add extra characters for now MSKSTCOL 73 Column on which the mask starts STRIP - Removes the dashes from the account number STRIPBLANKS YES Removes the blanks from the account number @JUSTIFY L Comment this out at first. You may turn it back on later.

4.2.017	Base Functionality	Must Have	Describe how the user can search a report using both the full key and partial keys.	Search Feature: The user can search on both the full key and partial keys.	Searching Data Within and Among Reports DX View lets you perform a variety of searches and related functions. You can: • Perform an index search (F4) using one or more indexes. • Save and reuse a set of index search criteria. • Perform a keyword search on the index search results. • View the results of previous, saved searches. • Some users may have a Locate Search List for searching by keywords. Searching on One or More Indexes (F4) Search for information inside a given report using its predefined index fields. The fields you have access to search on are predetermined at setup. For line data and Multi-font jobs, DX View also searches the line number of the index. For APA data jobs, DX View also uses the file offset of the data. Caution: Searching across multiple indexes and reports requires a sequential evaluation of the index files, which can take a long time. Index searches may be constructed with up to five conditions and may be saved for later use. To perform an Index Search: 1. With a report open, click the Index Search toolbar button (binoculars) or choose Search	Index Search. The Index Search window opens. 2. Highlight the report(s) to be searched from the list on the far right. Reports must have similar indexes for the search to be successful. For instance, Mutual Funds 1 and Mutual Funds2 both have an SSN index, therefore, you can index search across them. 3. Set the Index Search criteria in columns 1 - 3 Column 1: Select the index you want to search. This could be an index such as Account Number or Customer Name. Column 2: Select the type of match you would like. This is normally the equal sign (=) but it could be another operator such as greater than (>) or less than (<). NOTE: Only one Not Equal operator (!=) is allowed per command. Using more than one operator results in an Error 345 "Cannot have more than one not equal search for the same index." Column 3: Type the text you want to search for. If you only know the first few characters, you can use the asterisk (*) such as Jon* or 100*. This will search for any string that matches the first three characters. This is known

					as "Wild Card" searching. If you use a leading asterisk (*SMITH), the search will find every index that contains the character sub-string anywhere within the index string. A question mark '?' can be used as a single character wildcard, such as Jo? or 9901??6 Repeat these steps on a subsequent row to search an additional index simultaneously. As needed, click the Clear All button on the Index Search window to clear all the index fields and search criteria. 5. OPTIONAL: Check the Case Sensitive Search box to match the capitalization exactly. Otherwise, the case of letters is ignored. You can also check the Highlight All Occurrences box to highlight each instance of the searched string. Example: A zip code of 78750 and an invoice total of $78,750.00 will both be highlighted; or, uncheck it for DX View to highlight only the strings within a specified region defined by the Index Table. 6. OPTIONAL: Save this search criteria set for future use. (Detailed instructions are found in the "Saving an Index Search Criteria Set" section of this guide.) 7. Click the OK button to execute the search. The Search Results window opens Searching with a Wildcard and other Entries When searching on multiple values that include one or more wildcards (for example, SSN=123456789, SSN=234567890, Acct=*, Name=*), "*", DXR sorts the wildcard to the bottom; and, if no hits are returned for the wildcard search, no other index files are opened.
4.2.018	Base Functionality	Must Have	Describe the user can do a case sensitive search in alpha/numeric contexts	Search Feature: The user can do a case sensitive search in alpha/numeric contexts.	5. OPTIONAL: Check the Case Sensitive Search box to match the capitalization exactly. Otherwise, the case of letters is ignored.
4.2.019	Base Functionality	Must Have	Describe how the user can perform a single or multiple indexes search using wildcards and the full index, review the hits in a grid like display and go directly to any hit/page displayed in the grid with the criterion highlighted on the page.	Search Feature: The user can perform a single or multiple indexes search within a report using wildcards or the full index. The outcome is a grid like display of the hits (those items matching the search criterion) that shows the full contents of the index and related page number of each hit. The user can choose any hit displayed in the grid and go direct to that page. The criterion matching the search is highlighted on the page	Please refer to 4.2.017

Financial Report Storage and Retrieval System.

4.2.020	Base Functionality	Desired	Describe how the user can search across multiple reports for an indexed item common among the reports, review the hits in a grid like display and go directly to any hit displayed in the grid with the criteria highlighted on the page.	Search Feature: The user can search across multiple reports for an indexed item common among the reports. Wildcards and/or full indexes or combinations of wildcards and full indexes are allowed. The outcome is a grid like display of the hits (those items matching the search criteria) that shows the full contents of the indexes and related page number of each hit. The user can choose any hit displayed in the grid and go direct to that page. The criteria matching the search are highlighted on the page.	Please refer to 4.2.017 "2. Highlight the report(s) to be searched from the list on the far right. Reports must have similar indexes for the search to be successful. For instance, Mutual Funds 1 and Mutual Funds2 both have an SSN index, therefore, you can index search across them."
4.2.021	Base Functionality	Must Have	Describe how the software displays and/or handles a large number of queries.	Search Feature: All valid query results are available from a search results grid.	1000 results are retuned by default
4.2.022	Base Functionality	Must Have	Describe how the user is able to select a position within a report and search for all of the "hits" that are either forward or previous to that point selected within the report.	Search Forward and Search Previous Feature: The user is able to select a position within a report and search for all of the "hits" that are either forward or previous to that point selected within the report.	This need can be met using the search results table or by keyword searching

| 4.2.023 | Base Functionality | Must Have | Describe how the user is able to do global searches and go directly to highlighted hits. If there are multiple occurrences of the text or string describe how the user can maneuver through the occurrences of the hits. Describe how the user controls whether the search is case sensitive. Describe how the user can move forward or backward to the next highlighted hit. Describe how the user can restrict the search to a region of the report. | Global Search Feature: The user is able to search for text or string matches that are not necessarily indexed in a report. The search takes the user to the first occurrence of the string. As the user then maneuvers through the report, all of the occurrences or "hits" from the global search are highlighted. The user can do case sensitive searches. The user can search the report forward or backwards. The user is able to restrict a global search to a user-selected region. When the user defines this region, only the area inside this region is searched. The text or string is highlighted on each page of the report that contains a hit. | Text Searching Reports

The keyword search (Search | Keyword Search) does not use the indexes but rather scans each page for a text match (similar to a full-text search). Thus, the keyword search can be used to search for data that is not part of a predefined index.

NOTE: A keyword search can also be called a "generic search".

Utilize this search on a report or on a set of search results. Example: A keyword search can locate 'Russell' an address, without specifying an index field.

1. With a report open, go to Search | Keyword Search. (Or, if you have already run an index search, click the Keyword Search toolbar button on the Search Results window.) The window opens 2. Type the criteria for the search in the Search String field and select other options as needed. 3. Click Search to perform the search. A keyword search starts from the current page and searches forward (or backward), stopping at the first page with a match. 4. If you ran the keyword search on a the results of an index search, the Search Results window now lists the entries containing matches to both searches. If so, use the Next and the Previous buttons on the Search Results window to view the occurrences of the criteria.

Case Sensitive: Searches for the string in the case(s) presented Reverse Search: Searches from this page of the report back to the first page From Current Page: Searches from this page of the report to the end Entire Statement: Searches across all pages within the statement Page Range - Start Page. End Page Sets the page range of the keyword search Selected Area(s) Searches a portion of each page. Then, highlight an area of your page. A color-coded area appears; only this area is searched. (More in the next section |

4.2.024	Not Available	Desired	Describe how the software keeps a running list of every search performed during a session that allows the user to return to this list and select any of the prior search results and pull them up for viewing. Specify where this information is cached.	Search List Feature: The software keeps a running list of every search performed during a session and allows the user to return to this list and select any of the prior search results and pull them up for viewing. Specify where this information is cached.	This need may be met by exporting search results or using the Search Results -> Keep Visible function.
4.2.025	Base Functionality	Desired	Describe how the user can create and save search templates allowing the user to easily retrieve and execute a search without having to re-enter all of the search criteria. Specify where this information is saved.	Search Templates Feature: The user can create and save search templates allowing the user to easily retrieve and execute a search without having to re-enter all of the search criteria. Specify where this information is saved.	Saving Your Index Search Criteria Set You may save the search criteria for future use. This is especially useful for searches that are conducted daily to verify amounts or balances. 1. With a report open, set the index search criteria, operators, and values you want to save. 2. From the Index Search window, set the search criteria. Then, click the Save button. The Save Index Search window appears. 3. Type the name under which the search criteria are saved. 4. Click the Save button. The search is saved to the directory established by your Administrator in your user information profile. Generally that location is C:\DXR\temp\dxr.src.
4.2.026	Not Available	Must Have	Describe how the user can "refine or narrow" a search by specifying new search criteria against the prior "hit" list.	Search Narrowing Feature: The user can "refine or narrow" a search by specifying new search criteria against the prior "hit" list.	This need is not available as stated above. This need may be able to be met using the find function (keyword) or by modifying the original search criteria.
4.2.027	Base Functionality	Must Have	Describe how the user is able to look for information using a combination of search criteria. The search conditions may use operators, including Boolean, such as equal to, greater than, less than, and, or, without, all, none, etc. List the available operators. List the number of operators that can be used in a single query. Describe how the user is able to maneuver to each "hit" from the query with the click of a "button", or a simple keystroke.	Query Search Feature: The user is able to look for information using a combination of search criteria. The search conditions may use operators, including Boolean, such as equal to, greater than, less than, and, or, without, all, none, etc. At least five different conditions should be allowed for each query. The user should be able to maneuver to each "hit" from the query with the click of a "button", or a simple keystroke.	The following operators are available: equal not equal greater than greater than or equal lesser than lesser than or equal
4.2.028	Not Available	Desired	Describe how the software keeps a running list of every query performed during a session that allows the user to return to this list and select any of the prior query results and pull them up for viewing. Specify where this information is cached.	Query List Feature: The software keeps a running list of every query performed during a session and allows the user to return to this list and select any of the prior query results and pull them up for viewing.	Queries can be saved but are not stored for re-access during a session.

			Describe how the user is	Query Templates Feature:	Saving Your Index Search Criteria Set
4.2.029	Base Functionality	Desired	Describe how the user is able to create template queries for later retrieval. Describe how the user can easily retrieve and execute the query without having to re-enter the query criteria. Specify where this information is saved/cached.	Query Templates Feature: The user is able to create query templates and save these queries for later retrieval. The user can easily retrieve and execute a template query without having to re-enter the query criteria.	Saving Your Index Search Criteria Set You may save the search criteria for future use. This is especially useful for searches that are conducted daily to verify amounts or balances. 1. With a report open, set the index search criteria, operators, and values you want to save. 2. From the Index Search window, set the search criteria. Then, click the Save button. The Save Index Search window appears. 3. Type the name under which the search criteria are saved. 4. Click the Save button. The search is saved to the directory established by your Administrator in your user information profile. Generally that location is C:\DXR\temp\dxr.src.
4.2.030	Base Functionality	Desired	Describe how the user is able to "refine or narrow" a query by specifying new query criteria against the prior "hit" list.	Query Narrowing Feature: The user is able to "refine or narrow" a query by specifying new query criteria against the prior "hit" list.	A keyword search can be performed against the search results.
4.2.031	Base Functionality	Desired	Describe how the user is able to select multiple reports that have a common index and search across the reports in one search or query	Search and/or Query Across Multiple Reports Feature: The user is able to select multiple reports that have a common index and search across the reports in one search or query.	User can select one or more reports simultaniously using the Index Search function.
4.2.032	Base Functionality	Must Have	Describe how the user can print the page of the report that is currently being viewed on the screen. Describe how to set the default printer.	Print Page Feature: The user can print the page of the report that is currently being viewed on the screen. Unless otherwise specified by the user, the printer currently selected in the Windows system should be used.	This need is meet by selecting the printer icon or File -> print. Current page is selected by default.
4.2.033	Base Functionality	Must Have	Describe how the user can select a range of pages to print	Print Range Feature: The user can select a range of pages to print	This need is meet by selecting the printer icon or File -> print. Current page is selected by default. The use will need to select the page range radio button and enter the page range to print.
4.2.034	Base Functionality	Must Have	Describe how the user is able to select an area, page, or a range of pages and send them to a text file that can be imported into a word processing or spreadsheet application. Specify if the user has the option to exclude page headers.	Print to a File Feature: The user is able to select an area, page, or a range of pages and send them to a text file which can be imported into a word processing or spreadsheet application. The user has the option to exclude page headers.	This requirement is met using the export function. It can alos be met by setting up a "print to file" printer in the operating system
4.2.035	Not Available	Must Have	Describe how the user is able to select a print font size	Print Font: The user is able to select either smaller or larger font sizes.	Not available as described however the report page can be scaled to fit the printed page.
4.2.036	Base Functionality	Desired	Describe how the user is able to customize the colors used for the background of the report, the selection highlight, the status bar, etc.	Screen Color Feature: The user is able to customize the colors used for the background of the report, the selection highlight, the status bar, etc	You can customize the colors used to highlight search results and other elements in DX View. Buttons to access the Color window are available on the Preferences window and the Bookmarks window. On Options	Preferences, you can choose

					both the text and the background color for highlighting search results.
4.2.037	Base Functionality	Must Have	Describe how the user can access extensive on-line help and how the help feature can be customized.	Help Feature: The user has access to extensive on-line help and the ability customize the help feature.	Extensive online help is available. Customization may be available through feature requests or custom development

Response to Technical Requirements (Section 5.0)

ReqID	Response	Priority	Requirment Description	Required Response	Vendor Response
5.7.001	Base Functionality	Must Have	Demonstrate how users will be able to access system via the LAN/Intranet.	The system should allow user access via the LAN/Intranet.	The solution provides the DX View client application. Please refer to the docuementation enclosed with our response.
5.7.002	Base Functionality	Must Have	Detail how system ensures data integrity. Provide examples of how this has been successfully accomplished in other installations.	The system should ensure data integrity, accuracy and completeness.	Administrators of the DXARP application are trained on the use of the software and how to troubleshoot data processing issues with the help of the processing log files. Once a job is successfully setup and processes successfully through DXARP, it is deemed ready for production processing. The DXARP will not complete processing a job if an issue arises. The DXARP log and date.log file that DXARP generates will aid in the troubleshooting of an issue.
5.7.003	Base Functionality	Must Have	Demonstrate how an administrative user can create new users, and set security by user and/or user group	The system should provide an Administrative user interface that does not require a technical skill set for making modifications to the system tables and user access. For example: Create new users, set security by user and/or user group	Please refer to Chapter 5 of the attached DX View Administrator's Guide
5.7.004	Base Functionality	Must Have	Explain how solution will work with City's stated standards.	The solution should work within the City's standard framework as described in Section 5.3	The system as proposed is Client/Server over TCP/IP and is currently running within the City's infrastructure
5.7.005	Base Functionality	Must Have	Detail experience in providing comprehensive technical documentation.	The system should be accompanied by comprehensive and accurate technical documentation. Include a Visio diagram of how the different parts of the system interact with each other.	Please refer to the documentation enclosed with our repsonse.
5.7.006	Base Functionality	Desired	Provide examples of stated documentation	The system should be accompanied by non-technical, complete, and easy-to-read user documentation, including reports, online functions and screen illustrations.	Please refer to the documentation enclosed with our repsonse
5.7.007	Base Functionality	Must Have	Demonstrate online help features at all screen levels.	The system should provide online help features at all screen levels.	Contextual help is available via the Help button, Help menu, or by pressing the F1 key on the keyboard.
5.7.008	Not Available	Desired	Demonstrate ability to set up user-defined help message text and how it would be displayed	The system should provide user-defined help message text	Not available in DX View. This may be available through customization or by moving to a web client. Please discuss this option with your Account Manager.
5.7.009	Base Functionality	Desired	Demonstrate how system would comply with stated requirements.	The system should comply with all Network Requirements listed in Sections 5.1 and 5.3.	The proposed solution meets this requirement

5.7.010	Base Functionality	Expected	Demonstrate how system would comply with stated requirements.	The system should comply with all Server/Desktop Requirements listed in Sections 5.2 and 5.3.	This information has been previous provided as a part of your existing installation. We look forward to a mutual review and update of these requirements.
5.7.011	Base Functionality	Must Have	Demonstrate understanding and acceptance that Proposer will be responsible for scheduling and coordinating installation(s). Detail past experience with doing so.	Proposer should schedule and coordinate installation of the mandatory application software.	As the proposed solution is currently in Production within the City's data center we believe that minimal installation or configuration will be required.
5.7.012	Customization	Must Have	Demonstrate understanding and acceptance that Proposer will be responsible for scheduling and coordinating classes needed for staff training. Detail past experience with doing so.	Proposer should schedule and coordinate classes needed for staff training.	Please refer to the pricing template contained with the RFP. Training will be customized to meet COA requirements. We look forward to providing this training.
5.7.013	Base Functionality	Must Have	Demonstrate understanding and acceptance that Proposer will be responsible for scheduling and coordinating site preparation with City staff. Detail past experience with doing so.	Proposer should coordinate site preparation with City staff.	As the proposed solution is currently in Production within the City's data center we believe that minimal installation or configuration will be required.
5.7.014	Base Functionality	Expected	Provide specific examples of how proposer has provided full attention and support to customers in the past. Include how Proposer plans to place key people onsite during the development, installation, and training efforts.	This project will receive the full attention and support of the Proposer	Your account manager will schedule a business review meeting to review how we will mutually meet this requirement
5.7.015	Base Functionality	Expected	Provide examples of how Proposer has developed comprehensive and customized training materials in the past.	The solution should include complete training material (manual or automated) to provide for initial and ongoing training requirements.	Please refer to the attached docuementation. As customized training material may be propriatary to a client and developed with their input, we regret that we cannot provide examples.
5.7.016	Customization	Expected	Detail how solution will be supported 24-hours a day, 7 days per week by business and technical professionals	The system should be supported through a 24-hour a day 7 days per week product support line staffed by business and technical professionals.	The City of Austin currently has standard support. Standard Support is available via email from 7:00 AM to 7:00 PM CST Monday through Friday excluding holidays. Premium support (24 x 7 x 365) is available for an additional fee. Please contact your account manager for more information.

5.7.017	Base Functionality	Must Have	Provide specific examples of Proposer's record of responsiveness to the needs of its installed customer base. Detail how the City of Austin would receive priority service for any critical or ongoing issues.	The Proposer should respond to all problem requests received from the City in a manner acceptable by the City. An initial response will be received within 2 hours, critical problems will be addressed and resolved within 24 hours, with all other production problems addressed and resolved within 48 hours. If the need arises, the Proposer will have individuals on-site.	Priority Severity Hours Client Environment 1　　1　　1 Critical -Respond Immediately: The client is unable to use the Product; which has a critical impact on the operations and they are willing to provide a 24 hour contact and phone number to assist in Resolution. Ex: Productive system is down, personnel are idle. A critical business function is inoperable. Revenue loss due to product outage. Priority Severity Hours Client Environment 2　　2　　1 --- 4 High -Respond 1-4 hours: Client able to use the Product, but operations are severely restricted by the problem. Priority Severity Hours Client Environment 3　　3　　4 ---24 Medium -Respond 4-24 hours: Client is able to use the Product with some restrictions on a function that is available. These restrictions have an impact on the client's overall operation. Priority Severity Hours Client Environment 4　　4　　1 --- 3 days Low -Respond 1-3 days: The problem causes little or no impact to the client's operation. Ex: How to questions. Priority Severity Hours Client Environment 5　　5　　1 --- 7 days None -Respond 1-7 days: The problem was corrected at the discretion of EDD developers in the next release. No impact to client's operation. Ex: Documentation errors.
5.7.018	Base Functionality	Must Have	Provide examples of developing and delivering this type of documentation in the past.	The Proposer should provide application error codes and definitions.	Please refer to the enclosed "eStatements. eArchive, & eReports Error Codes" document
5.7.019	Base Functionality	Must Have	List any third-party software products used within the proposed configuration. Include third-party DB management products, report/query tools, client-side products required. Also list any third-party tools supported, but not provided.	The vendor must identify any third-party software products used within the proposed system configuration.	Outside of operating systems and infrastructure, no 3rd party software products are required
5.7.020	Not Available	Expected	Describe how patch updates are tested and approved for implementation within 5 days of a new patch release (i.e. server, OS, application, browser, and database) Provide the average time required by your organization to test and approve patches and upgrades for	Patch updates to operating system software, application software, database software and client software should be tested and identified for implementation within 5 days of a new patch	We do not certify 3rd party applications. We release applications approximately monthly after certification by Software Quality Assurance

				release	
			operating systems, application software, and other components of the entire working solution.		
5.7.021	Base Functionality	Must Have	List any dependencies that the proposed solution has on Microsoft Office applications.	The proposed solution client software should not depend on Microsoft Office applications for proper operation.	There are no dependencies on Microsoft Office.
5.7.022	Base Functionality	Expected	Describe how a user views and prints application error logs. Describe the error logs available, and the content of each log.	The solution should allow users to view & print application error logs online.	Please refer to the enclosed documentation on logging and error codes.
5.7.023	Customization	Desired	Describe the process used to apply application updates. Describe how the operating system security patches can be administered without downtime.	Application updates and operating system security patches should be administered without downtime.	This is specific to your installation.
5.7.024	Customization	Must Have	Explain how the solution can be designed to support this level of uptime. Indicate tools and methods supported by the solution to provide the uptime requirement (such as hardware fault tolerance, clustering, mirroring, high availability platforms, etc.) Annotate the provided network/system diagrams to illustrate.	The proposed solution must be capable of providing 99.9% uptime, including regularly scheduled maintenance. This level of availability may be directly supported by the proposed solution, or may use third-party tools and methods to achieve 99.9% uptime.	This is specific to your installation's infrastructure and business continuity controls.
5.7.025	Base Functionality	Must Have	Provide the number of concurrent users the proposed system can support, and explain the software and hardware changes required to allow growth. Include the licensing structure and the cost levels.	The solution should be scalable for future growth	There is no hard limit to concurrent users or reports. Please contact your account mananger if additional licenses are needed
5.7.026	Base Functionality	Must Have	Describe how historically archived data is supported regardless of changes to the application data schema.	Future releases of the application should NOT render archived data unusable.	Data is stored in it's original format with optional (recommended) AES 256 encryption and compression
5.7.027	Base Functionality	Must Have	Describe the solution's process for extracting reports into file formats such as PDF. List all formats allowed by your application.	The solution should be able to extract reports in a variety of file formats including XLS, PDF, etc.	Reports can be extracted into text, PDF, image, XML (may require configuration) and CSV.
5.7.028	Base Functionality	Expected	Describe the types and volumes of data sent between clients, and clients & servers.	If the proposed solution is to be provided to remote end users, the distribution of data should minimize the amount of data sent over the WAN.	This is highly dependent upon your environment and usage. Data is sent one page at a time to minimize data traffic.
5.7.029	Base Functionality	Expected	Describe how the solution allows the system or network administrator to monitor the solution's availability.	The proposed solution's components should be capable of being monitored by network management tools to determine that the components are	This is specific to your data center infrastructure and monitoring tool set. Please contact your account manager for additional information

				communicating properly.	
5.7.030	Base Functionality	Must Have	Describe how the systems uses TCP/IP common transmission and management protocol as the sole network protocol for both LANs and WANs. Identify any non-TCP/IP protocols used in the solution (i.e. SMB. NETBEUI)	TCP/IP common transmission and management protocol must be used as the sole network protocol for both LANs and WANs	The system can run solely over TCP/IP
5.7.031	Base Functionality	Expected	Describe the application limitations for concurrent use. Describe system requirements for growth beyond 100 concurrent users.	The application must be able to support up to 100 concurrent users without any system modification to the application as proposed.	Upward limits for concurrent use are based upon infrastructure and the unique requiremetns of your business. We are happy to work with you to size systems to properly handle the peak and average load of your user base.
5.7.032	Not Available	Must Have	Describe the process of creating a new user in the system, and explain the default system privileges assigned to new user accounts.	When new users are created, the security permissions assigned to the new accounts should default to least privileged.	User rights must be configured per user.
5.7.033	Base Functionality	Desired	Describe how the solution provides the capability to be selectively monitored.	Authorized users should have the ability to monitor various aspects of the solution.	This is specific to your installation infrastructure and controls.
5.7.034	Not Available	Desired	Describe how the solution displays a configurable security banner upon login.	The solution should display a configurable security banner upon login.	The DX Viewer can display an image that contains a secureity message upon launch but cannot display a configurable message or open a window with a security message post logon.
5.7.035	Customization	Must Have	Describe how the solution minimizes the number of IP ports and protocols used and provide a list of IP ports and protocols utilized.	The solution should minimize the number of different IP ports and protocols to limit exposure and simplify security administration.	. The COA solution as currently implemented relies on the underlying operating system to control network communications and highports cannot be specified. IP address control is available using DX Server as a part of your solution. Please contact your Account Manager for more information
5.7.036	Not Available	Must Have	Explain all password format options provided by the solution, and how passwords are managed and enforced	The solution must provide and enforce complex password formats. Passwords must be a minimum of 8 characters, and must allow use of upper and lower case and numeric and special characters.	Password complexity schemas are not available with the proposed solution. Password complexity is available with a hosted model
5.7.037	Base Functionality	Must Have	Describe how system allows end users to type in their password in a non-printing, non-displaying manner (i.e. *****).	Passwords must not be displayed as readable text when users are entering them on-screen	Passwords are masked with "*" asterisks
5.7.038	Base Functionality	Must Have	Explain how passwords are managed, stored and transmitted over the network	Passwords must NOT be included in automated sign-on procedures. stored unencrypted in cache, or transmitted as clear text over the network.	Passwords are hashed during sign on and stored in an encrypted format. The software does not transmit passwords in cleartext over the network
5.7.039	Not Available	Desired	Explain/Describe the tiered permission capabilities the solution offers. Explain how roles/groups/permissions are defined and assigned.	The solution must be capable of supporting tiered user permissions to provide application security.	Report access control is available via the menu systm. Other rights are set by user

5.7.040	Base Functionality	Desired	Describe how system allows a user to sign on once to access the entire application according to their access rights.	To enhance efficiency, end users should not have to log in separately to different modules of the application. A single sign-on should be all that is required.	A single logon will grant users access to all modules of the system. LDAP may be available.
5.7.041	Not Available	Expected	Provide screen shots of help screens and usage tip displays available to the application user. Explain how application users with appropriate permissions can define the text of help and tip messages.	If the application provides help messages and/or usage tips, such screen messages should be definable by the Customer's administrator(s).	Configurable help is not available as a part of the proposed solution.
5.7.042	Not Available	Must Have	For Oracle databases, describe what version of Oracle the database supports and if 9i can be updated to 10g.	If the solution uses Oracle, it must use minimum release level of version 10g.	Oracle is not required for the DX View application as proposed for the City of Austin.
5.7.043	Base Functionality	Must Have	Describe how the solution supports a SAN storage solution.	The solution should be capable of utilizing computer storage devices (SAN).	DX View utilities the underlying Windows operating system to support SAN storage
5.7.044	Base Functionality	Must Have	Explain how server-side software processes are executed automatically, and indicate whether the processes are designed to be service (or daemon) processes.	Executable server software processes must be capable of running as service(s) (or daemon(s)) that run automatically upon system start-up, and do not require a user login to start up.	Report processing is executed automatically as a process
5.7.045	Base Functionality	Expected	List the operating systems on which each component of your application will run. If choices exist, indicate the OS's most commonly used by existing clients.	The City prefers Windows 2008 server R2 or AIX 6.1 as server operating systems.	The proposed solution requires Microsoft Windows. The most commonly run version of Windows is 2003. While we are not aware of any limitations with 2008 R2, we have not extensively tested our Client/Server configuration on it
5.7.046	Base Functionality	Expected	Explain how the solution is implemented within the N-tier architecture, including load balancing across a series of solution servers.	If applicable, the solution should be implemented using N-tier architecture. N-tier implementation should be capable of supporting load balancing across a series of solution servers.	Please refer to pages 6 -11 of the enclosed DX View Administrator's Guide.
5.7.047	Base Functionality	Must Have	List the minimum AND optimal recommended specifications for servers (if applicable) and/or client workstations to run the application. Include estimates for server and database storage requirements based on similarly sized municipalities. Include growth estimates based on your historical expertise.	The Vendor must propose minimum and optimal specifications for servers (if applicable) and/or client workstations. This equipment must have the capacity to run the proposed application, perform data analysis, querying and reporting functions.	Please refer to the specifications for your existing system.
5.7.048	Base Functionality	Must Have	Provide capacity estimates (in terms of GB of storage) for the proposed system on-line storage and data archives.	The Customer should be able to accurately plan for storage and backup requirements, both for initial implementation and for	Please refer to the specifications for your existing system.

					future growth.	
5.7.049	Customization	Must Have	Describe your support for running the application software on VMWare or other virtual server environments.	The solution should be supported in a virtual server environment based on VMWare Infrastructure 4.	Virtualization has limited support for hardware dongles which are a required solution component. Please discuss the availablity of an eDongle with your Account Manager.
5.7.050	Base Functionality	Must Have	Describe the data and application backup and recovery plan including automatic and unattended backups, expected data loss from recovery, backups in a separate facility from the production system, and allowances for full or partial recovery	The proposed solution must be capable of being fully restored in the event of catastrophic server failures.	This is dependent upon your IT infrastructure, planning, policy, and controls
5.7.051	Base Functionality	Must Have	Describe how the solution RDBMS can provide availability and resiliency through the use of such technologies as mirror imaging, portability, and replication.	If the solution uses relational database management technology, it should be capable of supporting high availability and resiliency.	The proposed solution for the City of Austin does not require a RDBMS
5.7.052	Base Functionality	Desired	Describe the database system(s) and version numbers supported by the solution. (Oracle systems with processor-level licensing are preferred.)	The solution should use a widely-accepted and well-supported DBMS such as Oracle 11g (or higher) MS SQL 2008 R2.	Supported but may not be utilized by your installation
5.7.053	Base Functionality	Expected	Provide recommendations for tuning parameters for all databases. Explain the reasoning for these recommendations.	The Vendor should provide recommendations for tuning parameters for all databases.	Please refer to 5.7.052
5.7.054	Base Functionality	Desired	Describe how the various solution components can address one another, and indicate compliance with this requirement.	The application servers should support the use of fully-qualified domain names.	Support for FQDN is handled by the underlying Windows operating System
5.7.055	Base Functionality	Must Have	Provide documentation of application/data traffic including protocols and ports. List the ports and protocols used for data communication between each tier of the application. Note any exceptional aspects of the application communication architecture.	The proposed solution should be compatible with, and easily supported on the Customer's native network infrastructure	Please refer to your existing system and to the enclosed documentation.
5.7.056	Base Functionality	Must Have	If the application must use broadcast messaging, describe the purpose and functionality of broadcasting	The proposed solution must not require broadcast messaging for normal operation.	The proposed solution does not require broadcast messaging for normal operation
5.7.057	Base Functionality	Must Have	Explain how the proposed solution components can communicate with each other when separated on different subnetworks.	The proposed solution must be capable of operating over routed subnetworks (does not require components to be co-located on the same subnetwork).	This layer of networking is handled by the operating system.
5.7.058	Not Available	Must Have	Describe how the application is tested and validated as being compatible with the Trend Micro Anti-Virus application, SCCM and SMS	All Windows-based solutions deployed on both client workstations and servers should be compatible with Trend Micro Anti-Virus, SMS	We do not validate for specific AV vendors We are not aware of any conflicts.

					and SCCM for for servers and workstations.	
5.7.059	Not Available	Desired	Describe how the proposed system supports SOA, and specify what SOA services and platforms are supported.		The proposed solution should support Service Oriented Architecture.	The proposed solution for the City of Austin is not SOA. It is client/server. In reagrds to SOA, please contact your Account Manager to discuss hosted options and web services modules.
5.7.060	Customization	Must Have	Detail plan on how same Project Manager will be on-site and dedicated to project throughout implementation		Proposer should assign a Project Manager that shall remain constant throughout implementation and any change in Project Manager must be approved, in advance, by the City Project Team	A Project Manager is available on a Time and Material basis. Please discuss this request with your Account Manager.
5.7.061	Not Available	Expected	Show logs that record system access and user rights changes and show how to pull reports from these logs		The system must have logs that allow the adminstrator to view audits of system access and user rights changes.	The DXR Web application provides the ability to log system access and user rights changes. This functionality is not available in the LAN version of the software.
5.7.062		Expected	Visio diagram		Vendor must produce a Visio (or similar program of the different tiers of the system and their recommended architecture	Please refer to the enclosed documents.

Response to Implementation Requirements (Section 6.0)

Proposer's Project Management Methodology

Fiserv adheres to the Project Management Institute Methodology based on the PMIBOK guide and standards.

http://www.pmi.org/default.aspx
http://www.pmi.org/PMBOK-Guide-and-Standards.aspx

All Fiserv Professional Services Project Managers are PMP certified.

Project Management Professional (PMP®) certification is a qualification program overseen by the Project Management Institute (PMI). In the computer and information technology (IT) industries, the term project management refers to a methodical approach to software development through defined stages called initiation, planning, executing, controlling and closing.

A Fiserv PMP certified project manager will be assigned to implement the solution. The project manager will be responsible for creating a statement of work which will detail the project scope, project timelines, roles and responsibilities for both the City of Austin and Fiserv. This project manager will manage the project through closure.

A sample statement of work and project flow diagram is included as an attachment.

Proposer's Testing Methodology

There are 13 application releases per calendar year. Each application release goes through a series of regression and load testing. A test script is created and added to the full regression set for any new application enhancement. The results of all test scripts are validated on a pass / fail grade.

New Documents are coded by Fiserv implementations department. A client Facets case is opened and the document setup requirements and location of test files are entered into the case.

The implementation team codes the document setup, tests the output and updates the case. The case is assigned to client services and a client services representative validates the results and if good provides the output to the client.

Attached is a post implementation support document which aids client support in testing any new enhancements to the installed solution.

- City_of_Austin_Post_Implementation_Support_Document.pdf

Financial Report Storage and Retrieval System.

Required System Documentation

Fiserv will provide copies for all technical and user manuals to the City of Austin in PDF format. Fiserv has included copies of the following manuals as attachment to this proposal.

- DXRecordTechRef_20100614.pdf – DX Record Technical Reference Guide
- DXR_Suite_Keywords_nda_20100614.pdf – DX View/Server command line keywords
- DXServerPlus_Guide_20100521.pdf – DX Server Technical Reference Guide
- DXViewAdminRef_20100304.pdf – DX View Administrator's Guide
- DXARP_TechRef.pdf – DXARP Technical Reference Guide
- DXView_User_Guide_20100318.pdf – DX View User's Guide
- DXView_User_Guide_CDOnly_20100318.pdf - DX View CD Only User's Guide
- eArchive_Errors_nda_20100520.pdf – DXR Error Message Reference
- File_Extensions_20090427.pdf – DXR File Extension Reference

Training

The Project Manager assigned to implement the solution will provide overall solution training, administrator training on the applications, technical training on the ingestion and processing of print files and end user training.

Training materials will be provided in PDF format to the City. Client specific documentation can be provided if required. Custom documentation is included for any system or document setup training. There is a cost associated with this type of training.

Client Services will provide any training for any new enhancements or features post implementation. Please reference the FiservSupportEscalationMatrix.pdf document for contacting Fiserv Support.

Maintenance

The Proposer must provide a plan for support and maintenance for a five year period after final acceptance and the warranty period. The plans should include information on how to contact the Proposer, the availability of the Proposer support team, and levels of service and associated response times. In addition, the plan should include information regarding what software is supported in the maintenance plan, the cost of the plan, information about warranties, and information about enhancements and upgrades.

Transition and Go-Live Plan

The assigned project manager will work with the City during the implementation to coordinate a "Go-Live" Plan. Please reference the sample "Statement of Work-Template" and "Project Management Project Flow" diagram to get an understanding of the process and procedures in place.

Fiserv Client Support team will support the City of Austin post implementation. Please reference the FiservSupportEscalationMatrix.pdf document to review the process and procedures for contacting support. This document includes the Support contact and escalation plan.

Total Cost of Ownership and Return on Investment

The City of Austin has already purchased the Fiserv DXR Solution. Currently the City pays the annual licensing and maintenance fees.

Operation Site References

- Name of Company: OneBeacon Insurance Company
- Number of personnel: 500+
- Contact name – sponsor or IT Lead: Robert Nixon
- Contact address: 1717 Arch Street, 47th Flr, Phialdelphia, PA 19103
- Contact telephone number: 781-332-7790
- Contact fax number: 888-467-8410
- Contact e-mai: rnixon@onebeacon.com
- Fiserv applications: Fiserv Applications: DXRecord, DXARP, DX View,
- Date of system installations - July 2000

- Name of Company : GHT Imaging Systems

- Number of Personnel: 15 +

- Contact Name: Alvaro M. de Seixas, President

- Contact address: Rua Manoel da Nobrega,111 - 10º andar, São Paulo, Brasil

- Contact telephone number - Tel.: +55 11-3283-0900

- Contact Email address: - ghtimage@uol.com.br

- Fiserv applications: Fiserv Applications: DXRecord, DXARP, DX View, DX Server, DX Analyze, DXEV and DXCV
- Date of Installation: 2000

- Name of Company: TSYS Output Services
- Number of personnel: 5700+
- Contact name: Tommy Langley
- Contact address: 7101 Stone Mill Drive, Columbus, GA 31909
- Contact telephone number: 706-644-2920
- Contact e-mail tlangley@tsys.com
- Fiserv Applications: DXRecord, DXARP, DX View, DX Server, DX Analyze, DXEV and DXCV
- Date of system installations: 2000

- Name of Company: American General Life and Accident Insurance
- Number of personnel: 4000+
- Contact name: Gil Thibedore
- Contact address: American General Center, Nashville, TN 37250
- Contact telephone number: 615-749-2678
- Contact e-mail gil.thibedore@aglife.com
- Fiserv Applications: DXRecord, DXARP, DX View, DX Combine, AWD Integration Module,
- Date of system installations: 1999

System Updates and Modifications

Minor / Major revision upgrades to the installed system

Document Setup / Processing Automation Modifications – Customer requests for adding new documents to the DXARP system or any processing modifications is submitted to Client Services where a FACETS case is opened and the requirements are documents. This work is qualified and a estimate of hours of effort is determined. A quote is generated and

delivered to the client for approval. Once approved, a FACETS work case is opened and the work is assigned to the appropriate department and added to the work queue. Client Services will communicate the status of the work and provide an ETA to the client. The hourly rate for this type of service is $150 per hour.

DX Record / DXView / DXARP Modifications

Fiserv releases DXR applications on a scheduled basis; there are 13 releases per year. These releases include application enhancements and bug fixes.

Bug Fix Releases

Fiserv releases DXR applications on a scheduled basis; there are 13 releases per year. These releases include application enhancements and bug fixes.

Product Enhancements (new features)

Product enhancements are included in the application release cycle. These include Fiserv submitted enhancements and client enhancements. Client enhancement requests are qualified and vetted to determine feasibility and level of effort. Fiserv will make the determination if an enhancement request should be added to the application and who will fund the enhancement request. Approved client enhancement request are added to the application development queue and prioritized with the other development requests. Client Services will communicate the status of enhancements work to clients. The development rate is $250 per hour.

Financial Report Storage and Retrieval System.

fiserv.

Cost Proposal

Software (to include maintenance through the warranty period)

Task/Item Description *Complete Itemization required, add lines as needed.	Total Proposed Cost
1 DX Record – Tier 2 – 12 million pages annually *	$50,000.00
2 DX ARP / DX QUEMGR *	$5,000.00
3 DX View (100 user license) *	$4,500.00
4 Includes 12 months license and maintenance	$0.00
5	$0.00
6	$0.00
7	$0.00
8	$0.00
TOTAL	**$62,500.00**

- * Application software previously paid by the City

Third party software (if applicable)

Task/Item Description *Complete Itemization required, add lines as needed.	Total Proposed Cost
1 Not Applicable	$0.00
2	$0.00
3	$0.00
4	$0.00
5	$0.00
6	$0.00
7	$0.00
8	$0.00
TOTAL	**$0.00**

Installation/Implementation

Task/Item Description *Complete Itemization required, add lines as needed.	Total Proposed Cost
1 Installation includes up to 40 hours of Professional Services	$9,000.00
2	$0.00

3		$0.00
4		$0.00
5		$0.00
6		$0.00
7		$0.00
8		$0.00
	TOTAL	$9,000.00

Conversion/First Time Set-up

Task/Item Description *Complete Itemization required, add lines as needed.	Total Proposed Cost
1 Conversion of existing reports (see Exhibit B. 9.2) – based on 56 reports	$42,000.00
2 Training of Programmers, including documentation – Includes training for upda to 5 individuals and any custom documentation	$10,000.00
3	$0.00
4	$0.00
5	$0.00
6	$0.00
7	$0.00
8	$0.00
TOTAL	$52,000.00

Travel

Task/Item Description *Complete Itemization required, add lines as needed.	Total Proposed Cost
1 Fiserv's Austin offices will be performing the work so no travel expenses are required.	$0.00
2	$0.00
3	$0.00
4	$0.00
5	$0.00
6	$0.00
7	$0.00
8	$0.00
TOTAL	$0.00

Maintenance & Support (5 yrs following acceptance and warranty)

Description of Service *Complete Itemization required, add lines as needed.	Total Proposed Cost
1 Annual License and Maintenance Renewal fee (5 years) does not include any annual increases	$46,750.00
2 Client Support Hourly Rate	$150.00
3	$0.00
4	$0.00
5	$0.00
6	$0.00
7	$0.00
8	$0.00
TOTAL	$0.00

Other Costs (If applicable)

Description of Service/Task/Item *Complete Itemization required, add lines as needed.	Total Proposed Cost
1 Custom Application Development Hourly Rate	$225.00
2 Document Setup / Processing Automation Hourly Rate	$150.00
3 Professional Services Hourly Rate	$225.00
4 Extract Pages – Per Page Rate	$0.005
5 CD-ROM media – Per CD Rate	$15.00
6 DVD-ROM media –Per DVD Rate	$20.00
7	$0.00
8	$0.00
TOTAL	$0.00

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4 of the Code of the City of Austin (Discrimination in Employment by City Contractors) requires that at all times while acting as a Contractor (as defined under Chapter 5-4) a Contractor must agree:

(1) Not to engage in any discriminatory employment practice defined in this chapter (including any later amendments or modifications).

(2) To take affirmative action to ensure that applicants are employed and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising; layoff or termination, rate of pay or other form of compensation and selection for training or any other terms, conditions or privileges of employment.

(3) To post in conspicuous places, available to the employees and applicants for employment, notices to be provided by the City setting forth the provisions of this chapter.

(4) To state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with the City's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to insure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with the City subject to the terms of this chapter.

Please check one of the following:

☒ Our firm's nondiscrimination policy conforms to the requirements of City Code, Chapter 5-4-2-B, items (1) through (7) and will be sent to the City upon request.

☐ Our firm does not have an established nondiscrimination policy and will adopt the City's minimum standard shown below. Our firm will send the adopted policy on company letterhead to the City upon request.

Minimum Standard Nondiscrimination in Employment Policy:
As an Equal Employment Opportunity (EEO) employer, the ___Fiserv___ (company name) will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The ___Fiserv___ (company name) will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting violation of this policy. Furthermore, any employee, supervisor or manager who becomes aware of any such discrimination or harassment should immediately report is to executive management or the human resources office to ensure that such conduct does not continue.

A COPY OF THE FIRM'S NONDISCRIMINATION POLICY WILL BE REQUIRED UPON CONTRACT AWARD.

Sanctions:
Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with this chapter.

Contractor's Name: Fiserv

Signature of Officer or Authorized Representative: _(signature)_   Date: 4-29-11

Printed Name: Isiv Cukerman

Title: Site Manager

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of $25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:

Signature of Officer
or Authorized
Representative: _Ilett_   Date: 4-29-11

Printed Name: _Iser Cukierman_

Title _Site Manager_

not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than $250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.

c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:
http://www.ci.austin.tx.us/cityclerk/coi.htm

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance

OFFEROR'S EXPLANATION:
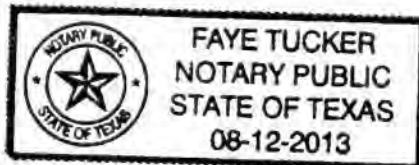
Contractor's Name: _____

Printed
Name: ___ISER CUKIERMAN_____

Title: ___CFO   Site Manager_____

Signature of Officer or Authorized Representative: _____

Subscribed and sworn to before me this _29_ day of _April_, 20_11_.

FAYE TUCKER
NOTARY PUBLIC
STATE OF TEXAS
08-12-2013

_____
Notary Public

My Commission Expires _8-12-2013_

CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT

SOLICITATION NO. MSO0054

FOR
Financial Report Storage and Retrieval System

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term **"Offeror"**, as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

    a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.

    b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

    a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(*Please duplicate as needed*)

SOLICITATION NO. MSO0054

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

(1) are compensated at wage rates equal to or greater than $11.00 per hour; and
(2) are offered a health care plan with optional family coverage.

Employee Name	Employee Job Title
Paul Guzman	Acct Mngr
Anna Stewart	Implementation Specialist
Ken Nesbitt	Implementation Analyst
Ruben Dees	Production Tech.
Warren Bell	Production Tech
Terry Moser	Client Service Rep

(2) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than $11.00 per hour and offered a health care plan with optional family coverage.

(3) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name: Fiserv

Signature of Officer
or Authorized
Representative: _____ Date: 4-29-11

Printed Name: Iser Cukierman
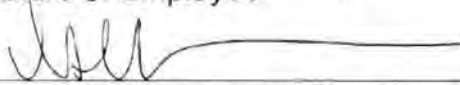
Title: Site Manager

CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION

Contract Number: Insert Number	Description of Services: Insert Description

Contractor Name:Insert Contractor's Name

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than $11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

(1) compensated at wage rates equal to or greater than $11.00 per hour; and
(2) offered a health care plan with optional family coverage.

Employee's Title: Insert Employee's Title

Site Manager

Signature of Employee   Date

                                         4-29-11

Type or Print Name Insert Employee's Name

Iser Cukerman

(Witness Signature)

Paul Guzman

(Printed Name)

Fiserv Employees involved with the City of Austin

Employee	Title	Tenure at Fiserv	Role
Tom Harrelson	Director, Account Services	10 years	The Director of Account Services manages the account management and client services department. Member of the Fiserv EDD executive team. Responsible for all Fiserv EDD client portfolios, Fiserv EDD revenue, and client satisfaction.
Paul Guzman	Senior Account Manager	10 years	Account Management is responsible for managing a portfolio of client accounts, client retainment, client satisfaction and tracking monthly revenue to meet annual revenue budget goal. Account Management serves as an escalation point for any client issues reported.
Chris Gentry	Senior Account Manager	13 Years	Account Management is responsible for managing a portfolio of client accounts, client retainment, client satisfaction and tracking monthly revenue to meet annual revenue budget goal. Account Management serves as an escalation point for any client issues reported.
Ruben Dees	Production Control Technician	5 Years	Production Contol is responsible for the processing of customer input data for presentment to the Web or to DVD-ROM or CD-ROM. Production Control is also responsible for logging out work processed and for notifying Client Support of any production processing issues.
Warren Bell	Production Control Technician	12 Years	Production Contol is responsible for the processing of customer input data for presentment to the Web or to DVD-ROM or CD-ROM. Production Control is also responsible for logging out work processed and for notifying Client Support of any production processing issues.
Anne Stewart	Implementations Specialist	15 Years	The implementation specialist is responsible for the document setup process of print streams for ingestion and presentment of Fiserv's DXR applications. The implementation specialist assists other implementations analysts on resolving issues with difficult indexing and ingestion items. The implementation specialist provides mentoring and training for internal Fiserv staff
Ken Nesbitt	Implementation Technician	5 1/2 Years	The implementation technician is responsible for document setups of client printstreams so that they can be ingested indexed and presented through DXR
Jason Peterson	Client Service Representive	8 Years	Client Support is responsible for the managing problem resolution of any client support calls regarding issues with in-house DXR applications or issues regarding print streams. Client support will document all issues in Fiserv FACETS systems and communicate the status of issues to the client.
Terry Moser	Client Service Representive	5 Years	Client Support is responsible for the managing problem resolution of any client support calls regarding issues with in-house DXR applications or issues regarding print streams. Client support will document all issues in Fiserv FACETS systems and communicate the status of issues to the client.
Robin Olson	Finance - Accounts Receivable	12 Years	Account Receivable is responsible for the invoicing of billable work and contractual obligations to the client.

FISERV

	✓									
Offer Sheet	✓									
Addendum 1	OK									
Compliance plan	✓									
Cost Proposal	✓									
Financials	✓									
Non-discrim	✓									
Non- susp	✓									
Non-col	✓									
Living wage	✓									
Copies (1 + 9)	✓									
CD- RFP (2)	✓									
CD- Database (2)	✓									
Hardcopy database	✓									

Need Resumes

AGREEMENT between
THE CITY OF AUSTIN and & PSI TECHNOLOGIES CORPORATION

This Agreement, made this thirty first day of August 1995 by and between the City of Austin, (hereinafter called the "City") and PSI Technologies Corporation of 1001 Capital of Texas Highway, Building K-200, Austin, Texas 78746 (hereinafter called "PSI" or the "Company"), is for the purpose of procuring a **FINANCIAL REPORT STORAGE & RETREIVAL SYSTEM AND RELATED SERVICES** to replace the existing system of storing such reports on microfiche as described in more detail in the City's Request for Proposals No: VC95300009 issued on December 27, 1994 (Exhibit "X" hereinafter called the "RFP"), the Company's Proposal dated January 30, 1995 (Exhibit "Y") as modified by the subsequent negotiations between the City and the Company as evidenced by the Company's letters to the City - Attachments & Exhibits "D" to "I" (See "List of Attachments & Exhibits" specified below the Signature Box on page 6).

1. DELIVERABLES
WHEREAS the City has issued the above Request for Proposals (RFP),
AND WHEREAS the Company has responded by making the above Proposal,
AND WHEREAS the two parties have modified this Proposal with their subsequent negotiations as evidenced by Attachments & Exhibits "D" to "I".

NOW THEREFORE, the signatures on this document signify:

(a) that the City has accepted this Proposal as modified by the subsequent negotiations and agrees to make payment as specified in the Payment Schedule below - Attachment "B".

(b) that the Company acknowledges its obligations thereunder and undertakes to fulfill them (See Implementation Plan - Attachment "A"). This includes providing the City with the Financial Report Storage & Retrieval System (FRSRS) as proposed which includes
- the IBM RS/6000 and other hardware,
- the PSI Optical Fiche System (OFS) Viewing and other software,
- and related services to be provided by their ROMCOMM service bureau located in Austin, Texas and in particular, the transcription of Financial Reports from tape to Compact Disk Read Only to Memory (CD-ROM) format.
(See Attachment "C" below).

The Company estimates that it will be providing up to nine (9) CD-ROM disc sets for each month-end processing with each disc set at $45.00 per disc. The Company undertakes to deliver the CD-ROM disc sets to the City within 24 hours of the report data being processed by the IBM RS/6000. Both parties agree that once the report data is processed by the IBM RS/6000, it will be available for immediate viewing by staff designated by the City's Contract Manager, even before the Company completes recording the reports to CD-ROM discs.

The Company also undertakes to provide a continuing license to use their software in perpetuity, provided the City adheres to the terms of that license. The Company undertakes to provide the City with all major updates of it's OFS software within 120 days of general availability.

This Agreement is the result of negotiation between the parties and no change, termination or attempted waiver of any of the provisions hereof or any of the Terms and Conditions of the attached documents referred to below shall be binding and have any effect, unless in writing and signed by duly authorized representatives of both parties hereto.

2. TERM
This Agreement shall commence on the date of the last party to sign and shall be in effect for a period of twelve (12) months with two (2) twelve (12) month extension options for the related services.

3. AMOUNT
This Agreement shall be for an amount not to exceed one hundred and sixty thousand dollars ($160,000) and covers the procurement of hardware, software and the related services in accordance with the Payment Schedule attached - Attachment "B" with two (2) extension options for $115,000 for each extension.

4. ORDER OF PRECEDENCE
The order of precedence will be this document and the Attachments "A,B & C" enclosed herewith, the City's RFP (Exhibit "X"), the Company's Proposal (Exhibit "Y"), the Company's response for Additional Information dated 2/8/95 (Exhibit "D"), the Company's Option Proposal dated 4/25/95 (Exhibit "E"), the Company's Supplement to their Option Proposal dated 4/25/95 (Exhibit "F"), the Company's Memo dated 4/27/95 (Exhibit "G") and the Company's Configuration and Information (Attachment "H") and the Company guidelines to assist the City to track system functionality and completion (Attachment "I"). In the event of an ambiguity or conflict between the terms of these documents, the terms of the higher ranked document will prevail.

5. INCLUSION OF CITY'S STANDARD TERMS AND CONDITIONS
Clause 29 - Insurance, applies to this Agreement even though this is not a construction contract.

6. WARRANTY
The Company expressly warrants that its software shall perform as stated in their proposal, in their published technical specifications and training manuals and any other documents incorporated into this contract, either as an Exhibit or Attachment.

The Company further warrants that the hardware supplied under this contract comes with the warranty of the original equipment manufacturer for new equipment and with all the necessary licenses issued by the original equipment manufacturer for its operating and other software to enable the City to lawfully use such hardware.

necessary licenses issued by the original equipment manufacturer for its operating and other software to enable the City to lawfully use such hardware.

In the event of the IBM RS/6000 failure, the City will provide the report data on a 3480 cartridge tape to the Company for processing at the Company's ROMCOMM site and agrees to waive the Time Constraint for delivery of the CD-ROM disc sets. The Company agrees to provide the CD-ROM disc sets at no additional charge.

7. MAINTENANCE

7.1 RS/6000 Hardware and Software

The Company will furnish the IBM RS/6000 with a one (1) year IBM warranty / maintenance which will be available without cost to the City on a 24 hours per day, 7 days a week basis and with a minimum on-site response time within 2 hours of the service call being placed.

The City and the Company agree that for the purpose of providing a single point of contact, City Staff will be the responsible party for initiation of contact with IBM regarding hardware repair/maintenance for the RS/6000 .

During processing, the Company will be allowed access to the processor for routine operational functions. If during that processing period, a fault occurs in the RS/6000, the Company's operational staff will contact the appropriate City of Austin Staff to report the problem. In turn, the City Staff will be responsible for contacting IBM for repair. Upon completion of repair, the City Staff will contact the Company to resume operations.

7.2 PSI Software

The City will be informed by the Company of any suspected "bugs" that become apparent. The "fix" will be installed as soon as released by the PSI programming section. Normally, any recording changes will be made via modem connect to the RS/6000 and any viewing updates will be delivered to the City for updating individual LAN's. All improvements of this nature are included in the base pricing.

8. TRAINING

The Company will provide user training to City staff up to and including twenty (20) personnel at no additional cost. This training will be conducted in at least two sessions with up to ten (10) attendees per session. Training will consist of presentation and demonstration of the Optical Fiche System software to be followed by hands-on lab exercises where users are given the opportunity of searching and retrieving through reports similar to those they will be using in production. Training materials used in such training may be used by City staff to train other end-users.

9. PURCHASE OPTION

The City has the option to purchase the OFS Recording Software on the anniversary of one, two, or three years of processing. This option may be exercised in terms of the conditions outlined in the Software section of the Option Proposal dated April 25, 1995.

10. CONFIGURATION

The physical configuration for the project will be an IBM RS/6000 58H processing unit (ORU) connected to the IBM 3090-600J mainframe via a Bus & Tag connection. Using TCP/IP, files will be downloaded to the RS/6000 for processing per an automated job stream. The processed files will be available for limited initial viewing through a Novell for AIX connection to the wide area network. CD-ROM's will be created when the processing cycle is complete.

PSI will monitor the progress of the operation through a telephone connection to assure proper continuation of processing. The modem connection will be through a C2 compliant modem assuring a secure connection. In addition, the modem will be configured to allow the City to "open" the connection to PSI as needed. The connection will be opened during processing cycles and during the "cleanup" period each month. The data will be written to a DAT tape for transport to PSI and CD-ROM creation. This cycle will begin after the processing cycle is complete and the City approves the data cycle as complete. During the interim time, the processed data will be available for viewing via the processing unit magnetic.

When complete, the DAT tape will be picked up by PSI personnel, taken to ROMCOMM Austin where up to nine (9) sets of CD-ROM's will be recorded. PSI will begin the CD-ROM creation cycle only after a member of the City staff designated by the City's Contract Manager has verified that the processed data is correct and authorizes the creation cycle to begin. The CD creation cycle will be completed within 24 hours after the authorization is issued.

It will be the City's responsibility to distribute the resultant disc's to the appropriated LAN's. After the LAN disc install is complete, the City will approve the "cleaning" of magnetic space on the RS/6000 processor and open the modem connection to allow PSI to purge files in readiness for the next cycle. After completion of this cycle, PSI will notify the CITY to terminate the connection.

11. PREVENTIVE MAINTENANCE

Each monthly processing cycle will complete with the approval of City staff to "burn" the CD-ROM discs with the completed information. Upon completion of this task, the City will allow access via modem to PSI for housekeeping of the hard disks. This will entail deleting information and system checks to assure readiness for the next cycle.

12. SYSTEM FUNCTIONALITY AND PERFORMANCE

The attached forms listed as Attachment "I" are submitted as guidelines to assist the City in tracking system functionality and completion. It should be noted that while the RS/6000 processor is significantly oversized for the FRSRS project, benchmark testing of

processing and access must be considered independent of any and all other applications that may reside on this unit.

13. NETWORK VIEWING LICENSE

The City has specified a 100 user network license, allowing up to 100 concurrent users at any one time distributed across nine (9) LAN's. The implementation of this is as follows:

The OFS viewing software will be resident on each server, allowing access to each new set of disc's as installed. To meet the "intent and spirit" of the proposal, PSI will place the number of licenses required on each LAN as specified by the City for each LAN, plus additional licenses will be placed on each server to insure a comfortable buffer is present eliminating the need to "shuffle" licenses from one LAN to another LAN to meet changing daily needs.

> Example: One LAN may serve 50 users, but only need access to 10 concurrent seats, while another LAN may serve 15 users, and allow access to all 15 stations concurrently. In the case of the 50 user LAN, additional seats will be installed to assure a comfortable buffer is available.

The total number of licensed users across all LAN's will equal 100 plus the additional "buffer" seats as described.

14. DESIGNATED PERSONS

The City designates Larry Morris, Systems and Business Applications Manager, Financial & Administrative Services Department as the City's Contract Manager. He will act as the contact point between the Company and the City. However, copies of all correspondence of a contractual nature should be sent to Vic Chanmugam, Senior Buyer, Purchasing Office, Financial & Administrative Services Department, City of Austin, P.O. Box 1088, Austin, Texas 78767.

The Company designates Larry Dever, as the Project Manager as well as the Company's contact for correspondence and contract matters.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement, in duplicate copies, each of which shall constitute an original.

Dated: _Aug 31, 1995_   **PSI TECHNOLOGIES CORPORATION**

Witness: _Stephen Brown_   By: _____

Witness: _____   Larry Dever
                                   Vice President

Dated: _8/31/95_   **THE CITY OF AUSTIN**

Witness: _Vic Chanmugam_   By: _____

Witness: _____   Eddie Clark
                                   Deputy Purchasing Officer

List of Attachments & Exhibits

Attachment "A" - Implementation Plan
Attachment "B" - Payment Schedule
Attachment "C" - List of Deliverables to be provided by the Company
Exhibit "D" - the Company's Response for Additional Information dated 2/8/95
Exhibit "E" - the Company's Option Proposal dated 4/25/95
Exhibit "F" - the Company's Supplement to their Option Proposal dated 4/25/95
Exhibit "G" - the Company's Memo to the City of Austin dated 4/27/95
Attachment "H" - the Company's Configuration Information
Attachment "I" - the Company's Forms submitted as guidelines to assist the City in tracking system functionality and completion
Attachment "J" - the Company's Software License Agreement
Attachment "K" - the Company's Maintenance Contract
Exhibit "X" - City's Request for Proposals No: VC953000009 dated December 27, 1994.
Exhibit "Y" - Company's Proposal dated January 30, 1995.

Attachment "A"

IMPLEMENTATION PLAN

Implementation Schedule

This schedule is based upon the system being delivered, installed and completely tested before the October 21 processing cycle.

A.   Equipment ordered within one week of signing the contract.

B.   Tapes from August cycle delivered to PSI for setup analysis by September 6, 1995

C.   Installation/Testing of equipment within one week of delivery of the Equipment.

D   OFS Recording/viewing software testing - one week after installation and testing is complete.

Statement of Work

This Statement of Work identifies the responsibilities of PSI and City of Austin relative to the services PSI will provide in the installation of the OFS Recording Unit.

Project Approach

PSI's approach in delivering a CD-ROM storage system for the City of Austin is as follows:

OFS RECORDING UNIT Installation. The objective of this phase is to install the OFS application software and the necessary connections to the mainframe storage devices along with any CD-ROM peer to peer software services. This phase will also involve automating the OFS recording application for specific use with City of Austin output reports.

- **Job Setup** - PSI will set up all reports and indexing with the help of City Staff. At least one City staff person should be available who is familiar with City Reports.
- **Training** - This phase will involve training for end users on the retrieval of reports.

Assumptions and Dependencies

PSI's successful completion of the tasks described in this Statement of Work are predicated on the following Assumptions and Dependencies:

- **PSI** will procure all hardware and software components specified in Attachment A to support the ORU. Any additional hardware or software that has not been specified which is required for the systems functionality will be the responsibility of PSI.

- **City of Austin** under the direction of **PSI** will be responsible for installation of all CD-ROM Tower hardware and operating system software. It will be the City of Austin's responsibility to see that all CD-Devices are operational.

- **City of Austin** system administrator along with PSI installation staff will be responsible for all drive mapping/ directories, and user rights. Testing of OFS viewing software will be performed jointly by PSI installation staff and City of Austin to insure all functionality on City of Austin LAN's.

- **City of Austin** will be responsible for establishing all network communications and configurations associated with the base LAN(s).

- **PSI** will be responsible for connection of the necessary communications (hardware - Bus & Tag) at the ORU device. The City will be responsible for Mainframe connection of the Bus & Tag. The City of Austin will work with PSI to establish the link.

- **City of Austin** will be responsible for providing the output reports to be archived by ORU in a format mutually acceptable by City of Austin and PSI. Each file should have a clear beginning and end, and a verifiable cross reference to associated forms. A job reference worksheet will be filled out prior to processing output. (see attachment I).

- **PSI** will be granted access to the required workstation and servers as required of the installation.

- **City of Austin** will be responsible for scheduling personnel to attend the training sessions and reproducing documents and other training materials for the sessions.

- **City of Austin** will provide adequate office space, telephone and facsimile facilities for PSI project personnel working on-site at City of Austin.

PSI Responsibilities

This section identifies the task to be performed by PSI to accomplish the project task and the associated deliverables materials and completion criteria.

TASK 1: Perform Project Management

Description: PSI will assign a project manager responsible for all project communications with City of Austin project manager. The PSI project manager will be responsible for insuring that all work is schedule and completed according to the schedule established and agreed upon by City of Austin and PSI.

Completion Criteria: This task will be completed when PSI tasks described in this Statement of Work have been completed, according to their completion criteria. Detail schedule of events will be mutually agreed upon.

Deliverables: (See attachment "C").

TASK 2: Optical Fiche System Configuration Design

Description: PSI will conduct a system design review on-site at City of Austin to test the indexing, retrieval, archiving, and frequency requirements for the selected reports.

Completion Criteria: This task will be completed when PSI has conducted the preliminary review of proposed system versus the proposed recording, indexing, frequency, download procedures and archiving. A checklist of all associated tasks will be reviewed for City of Austin.

TASK 3: OFS Recording Unit Installation

Description: This task involves installation and configuration of the ORU.
1. Setup RS/6000 File Systems to conform to PSI standards.
2. Install and configure Optical Fiche System software.
3. Install and configure Legato NetWorker
4. Configure Channel Adapter
5. Assign TCP/IP address to Channel Adapter
6. Test connectivity from Host to the RS/6000 via the Channel
7. Install and configure Netware for AIX on the RS/6000
8. Test Novell IPX connectivity from LAN workstations to RS/6000
9. Test application archiving and retrieval requirements from a sample set of reports.

Completion Criteria: Task 3 will be completed when the OFS system has been installed, configured, and tested to meet the application archiving and retrieval requirements for a demonstrable sample of current reports. PSI and City of Austin will work together to establish an acceptable completion criteria prior to work commencing.

TASK 4: Training

Description: Training will be provided for end users according to the following specifications:

Users training will be provided for up to twenty (20) City of Austin personnel. The training will be conducted in two sessions with 5 to 10 attendees for each session. Training will consist of a presentation and demonstration of the OFS System. The presentation will be followed with hands-on lab exercises where users will have the opportunity to retrieve and search through reports they will be using on the production system. Each training session will last two to three hours. Additional

training of personnel will be offered to the City of Austin employees at $100 per student. The minimum class size for additional training is 5 students. The City will provide the facilities for this training.

Completion Criteria: This task will be complete when two training sessions have been conducted for City of Austin Personnel. Two copies of OFS presentation material and lab exercises will be delivered to City of Austin.

City of Austin Responsibilities

PSI's success in completing the tasks described above, PSI Responsibilities is predicated upon the completion of the tasks as described in this section.

Task 1: Optical Fiche System Installation

All workstations will meet minimum requirement in respects to hardware and software operating systems specified and agreed to by the time PSI arrives on-site.

City of Austin will assign at least one FASD System Support employee to participate full time with PSI during the installation of the ORU software. This person should have personal computer application experience and be familiar with the application requirements for the reports to be archived.

City of Austin will provide PSI with sample reports, forms and indexing requirements prior to the on-site installation as required by PSI.

City of Austin will provide PSI with sample report data to be "recorded" into the OFS system for testing purposes.

Task 2: Training

City of Austin will schedule personnel to attend the two training sessions.

City of Austin will provide access to a conference/training room to allow PSI to conduct the training presentation. The room should be equipped with an overhead projector.

City of Austin will provide access to the OFS workstation for use in the lab exercise portion of the training.

Completion Criteria

PSI's contractual commitment to City of Austin for installation of the OFS system will be complete when PSI accomplishes the PSI tasks in accordance with the completion criteria set forth for each task and when PSI delivers the project materials in accordance with the deliverables for each task.

Attachment "B"

PAYMENT SCHEDULE

The payment schedule is defined by phases as detailed below. At the completion of Phases 2, 3 & 4 the payment specified against that phase or sub-phase may be invoiced by the Company and is payable by the City within 30 days of receipt.

Phase 1	Procurement and delivery of equipment as detailed in Attachment "C". Installation and testing of the RS/6000 and it's operating environment.	$0
Phase 2	Implementation and testing of the OFS recording software and job setup.	$78,226.02
Phase 3	Processing (Recording pages/viewing licenses)	See pre-purchase rates below
	Purchase of annual 100 user OFS viewing license	$4,500.00
	Conversion/First Time setup Costs for setting up, indexing and testing of reports which will be placed on CD-ROM discs	$2,625.00
Phase 4	Monthly CD-ROM creation.	$45.00 per disc

Pre-purchase rates:

Pages will be charged per the following table:

Base rate monthly purchasing of less than 5 million pages:	$0.00841 per page.
Pre-purchase of 5 million pages:	$0.00799 per page.
Pre-purchase of 10 million pages:	$0.00774 per page.
Pre-purchase of 15 million pages:	$0.00750 per page.

Both parties agree that pre-purchased pages can be used over any period and may be purchased at any time.

The prices of Equipment and Services to be delivered as per Attachment "C" is broken down as follows:

- IBM RS/6000 58H /software/Bus & Tag cabling as listed in Attachment "C". Installation and testing of base operating system: $67,536.02.
- Telebit C2 compliant 14.1 Modem: $795.00.
- Modem Software: $395.00.
- Legato Backup software: $2,000.00.
- Total Cost of Implementation and Testing: $7,500.00.

Total Cost of Equipment   **$78,226.02**

Explanation of Phases

Phase #1. This is defined by the procurement and delivery of equipment as listed on Attachment "C". The check off of items as delivered will complete this phase. No invoice will be presented until Phase #2 has been successfully completed.

Phase #2. This includes the implementation and testing of the OFS recording software and job setup for reports to be processed. The following list details tasks to be accomplished. PSI will be responsible for installation and setup of the RS/6000 and its connection to the Bus & Tag cable. The City staff will be responsible for connection of cable to the IBM 3090-600J mainframe. During the test/setup phase, City staff assistance will be required to support PSI installation with testing download files and connection of the telephone modem.

- Setup RS/6000 File System to conform to PSI standards
- Install and configure Optical Fiche System software
- Install and configure Legato NetWorker
- Configure Channel Adapter
- Assign TCP/IP address to Channel Adapter
- Test connectivity from Host to the RS/6000 via the Channel
- Install and configure Netware for AIX on the RS/6000.
- Test Novell IPX connectivity from LAN workstations to RS/6000

Phase #3. This relates to the processing of the reports each month and the pre-purchase of pages, including some other costs necessary for production and viewing:

(1) The purchase of the 100 user OFS viewing license for the first year: $4,500.00.

(2) The Conversion/First Time Setup Costs for setting up, indexing and testing of the reports which will be placed on the CD-ROM discs. This cost is: $2,625.00.

Phase #4. This is the ongoing CD creation at the end of each monthly cycle. This will be billed on a monthly basis as incurred @ $45.00 per each disc.

Attachment "C" - List of deliverables to be provided by the Company (PSI)

The following listing and equipment attachment details all PSI deliverable components of the FRSRS project:

PSI supplied components

1. IBM Risc 6000 Model 58H computer/software/Bus & Tag cabling as defined in the following pages.	$67, 536.02
2. C2 compliant 14.1 (or faster) Modem with reach-out software.	$1,190.00
3. Legato Backup Software.	$2,000.00
4. Installation/Integration/Testing Services.	$7,500.00
5. OFS Recording Software.	Included
6. Pre-purchase of pages to be processed by OFS Software.	Per Schedule
7. Automated job stream processing for 67 Financial Reports as required in the RFP.	$2,625.00
8. OFS Viewing Software ("0 user" license on each disc.)	Included
9. OFS Network Viewing Software for 100 Concurrent Users	$4,500.00
10. Monthly disc creation @ $45.00 per disc as appropriate	
11. End user training for 20 users	Included

AUG 17, 1995 12:13   CONFIGURATION REPORT   PAGE 1

UNIT MDL/FC	DESCRIPTION	QTY	MONTHLY RENTAL	PURCHASE	MAINT.	MONTHLY LEASE CHARGES (MLC)
					MONTHLY	
7013-58H 'LIC' RISC SYSTEM/6000		1	N/O	42500.00P	475.00	
2418 ENHAN SCSI 2 DIFF/W ADAP SEL		1	N/O	175.00P	N/O	
2420 16BIT INT 6DROP CBL F/W SEL		1	N/O	250.00P	N/O	
2617 QUAD SPD SCSI-2 CD-ROM DRV SEL		1	NC	NC	NC	
2755 370 PARALLEL CHANNEL		1	N/O	4400.00P	73.00	
2757 370 PARAL CHNL ATT CBL		1	N/O	700.00P	N/O	
2758 370 PARA CHNL FANOU BX		1	N/O	900.00P	N/O	
2936 ASYNCH CABLE EIA-232		1	N/O	73.00P	N/O	
2937 PRINTR/TERM INTERPOSER		1	N/O	29.00P	N/O	
2980 ETHERNET BUSMASTER ADP		1	N/O	722.00P	N/O	
3033 2.2GB SCSI-2 F/W DSK DR		1	N/O	2200.00P	N/O	
3034 4.5GB SCSI-2 F/W DSK DR		1	N/O	4300.00P	N/O	
3047 4.5GB SCSI-2 F/W DSK DR SEL		2	N/O	5000.00P	N/O	
4067 32MB HD3 MEMORY CARD		2	N/O	7200.00P	N/O	
4224 ETHERNT 10BASET TRANSCEIVER		1	N/O	195.00P	N/O	
5005 SOFTWARE PRELOAD OPTION		1	NC	NC	NC	
6142 4.0GB 4MM INT TAPE DRIVE		1	N/O	2695.00P	35.00	
6501 DASD BAY 3.5 MOUNT HW		2	NC	NC	NC	
9219 SCSI-2 INTERNAL CONTROLLER		1	NC	NC	NC	
9221 3.5 IN 1.44MB DISKETTE DR		1	NC	NC	NC	
9235 32MB HD3 MEMORY SPECIFY		2	NC	NC	NC	
9300 LANGUAGE GROUP,U.S.ENGLISH		1	NC	NC	NC	
9800 LINECORD,U.S./CANADA		1	NC	NC	NC	
			--*	72139.00*	583.00*	
3153-AG3 GREEN, 3-YR WARRANTY		1	N/O	577.00P	MULTIPLE	
9131 IBM ENHANCED KB-US ENGLISH		1	NC	NC	NC	
			--*	577.00*	--*	

UNIT MDL/FC		MAINTENANCE PLANS				
	IOR CHARGE	IOE CHARGE	COE CHARGE	CCE CHARGE	CCR CHARGE	
3153 AG3	135.00A	N/A	N/A	N/A	N/A	
	135.00*	--*	--*	--*	--*	

UNIT MDL/FC		OPTIONAL WARRANTY PLANS			
	IOR CHARGE	IOE CHARGE	COE CHARGE	CCE CHARGE	
3153 AG3	N/A	35.00T	N/A	N/A	
	--*	35.00*	--*	--*	

HARDWARE PURCHASE TOTAL   72716.00*

MONTHLY MAINTENANCE CHARGE TOTAL   583.00*

IOR MAINTENANCE CHARGE TOTAL   135.00*
IOE WARRANTY CHARGE TOTAL   35.00*

PROGRAM FEAT	DESCRIPTION	QTY	ONE TIME CHARGE	INITIAL CHARGE	MONTHLY CHARGE	PLC CHARGE	ANNUAL/ALC CHARGE
5756-030	AIX V/3 FOR RISC SYS/6000	1					
0193	AIX VER 3.2.5	1					
9001	ASSET REGISTRATION	1					
5050	PRODUCT CODE	1					
4961	PRELOAD W/BKP COPY OPT	1					
3444	SERIAL NUMBER ONLY	1					
3466	PRELOAD W/BKP COPY OPT	1					
5446	PREINSTAL DASD	1					
3310	4MM PROCESS CHARGE	1	200.00				
1610	BASIC OTC GRP F6 VL 1-2	1	1960.00				
4960	BASIC OTC BLK MUTI CHAN	1	2500.00				
5055	BLOCK MULTIPLEXER CHNNL	1					
	PROGRAM TOTAL		4650.00*	--*	--*	--*	--*
5696-236	AIX NETWARE/6000 (1-2 POS)	1					
9001	ASSET REGISTRATION	1					
5050	PRODUCT CODE	1					
4107	PREINSTLLD FIXD DISK OTC	1					
3444	INITIAL ORDER SUPPRESS	1					
3466	PREINSTLLD FIXD DISK STORG	1					
8006	PREINSTLLD FIXD DISK STORG	1					
3423	4MM UPGRADE PROCESS CHARGE	1					
0540	BASIC OTC 1-10	1	2995.00				
0541	BASIC OTC 11-20	1	2000.00				
	PROGRAM TOTAL		4995.00*	--*	--*	--*	--*
5750-AFC	SYSTEM PROGRAM ORDER	1					
9001	ASSET REGISTRATION	1					
3466	PREINSTALLED W/BKP COPY	1					
5005	PRE-INSTALL	1					
3423	4MM UPGRADE PROCESS CHARGE	1					
0400	5756-030 3.2	1					
0318	BOTC NETWARE FOR AIX/6000	1					
0428	BOTC BLOCK MULTIPLEXER	1					
	PROGRAM TOTAL		--*	--*	--*	--*	--*
	SOFTWARE TOTALS		9645.00*	--*	--*	--*	--*

NC   - NO CHARGE
N/A   - PRICE NOT AVAILABLE IN PRICE DATABASE
N/O   - NOT OFFERED
C   - PURCHASE ONLY, WITH PILOT TEST PLAN.
P   - PURCHASE ONLY
A   - ANNUAL CHARGE
T   - ONE-TIME CHARGE
MULTIPLE - MULTIPLE MAINTENANCE PLANS EXIST
IOR - IBM ON-SITE REPAIR
IOE - IBM ON-SITE EXCHANGE
COE - CUSTOMER ON-SITE EXCHANGE
CCE - CUSTOMER CARRY-IN EXCHANGE
CCR - CUSTOMER CARRY-IN REPAIR

Report Checklist
(List to be submitted by the Client).

This form provides a checklist of the Stream reports that are indexed by PSI and available for use. The Client will provide the narrative description for testing reports to determine acceptance. An individual Report Trouble Ticket should be submitted for any report that does not meet the criteria listed on the COLD Report Acceptance Sign-Off Sheet.

YES	NO	Report Name	YES	NO	Report Name
☐	☐		☐	☐	
☐	☐		☐	☐	
☐	☐		☐	☐	
☐	☐		☐	☐	
☐	☐		☐	☐	
☐	☐		☐	☐	
☐	☐		☐	☐	
☐	☐		☐	☐	
☐	☐		☐	☐	
☐	☐		☐	☐	
☐	☐		☐	☐	
☐	☐		☐	☐	
☐	☐		☐	☐	
☐	☐		☐	☐	
☐	☐		☐	☐	
☐	☐		☐	☐	
☐	☐		☐	☐	

Signature   Dat

Application Functionality Checklist
for
PSI's Optical Fiche System (OFS)

This form provides a checklist of the OFS Features as defined in the OFS User's Manual. The User's will confirm that all features function properly before The Client signs off on the Application Functionality Acceptance. If a feature does not function as defined, the user will record the expected result and the actual results of the testing on the feature Functions Status Trouble Ticket. (Attachment) *Note: Users will refer to the OFS User's Manual during testing to ensure that all properties are present and functional.*

Yes	No	
☐	☐	Windows menu bars, commands, and toolbars function.
☐	☐	OFS menu bars, commands, and toolbars function.
☐	☐	Command navigation is consistent, user friendly, and defined in the HELP feature.
☐	☐	User is able to access the OFS Main menu.
☐	☐	The applications Menu displays the appropriate information as defined by the user.
☐	☐	User is able to access all Applications Menu.
☐	☐	User is able to access the Data Menu.
☐	☐	User is able to access the Group Menu.
☐	☐	User is able to access the Report Selection Screen.
☐	☐	User is able to access the Frame Menu.
☐	☐	User is able to access the Search Menu.
☐	☐	User is able to access the Preference Menu.
☐	☐	User is able to access the Printer Menu.
☐	☐	User is able to access the Help Menu.
☐	☐	Zoom feature functions.
☐	☐	File feature functions.
☐	☐	Frame feature functions
☐	☐	Printer setup feature functions.
☐	☐	Copy feature functions.
☐	☐	Frame feature functions.
☐	☐	Printer Setup feature functions.
☐	☐	Copy feature functions.
☐	☐	Frame Note feature functions.
☐	☐	First Frame Number feature functions.
☐	☐	Last Frame Number feature functions.
☐	☐	Page Up and Page Down feature functions.
☐	☐	Set Bookmark feature functions.
☐	☐	Go To Bookmark feature functions.
☐	☐	Single Search feature functions
☐	☐	Multiple Search feature functions.
☐	☐	Query Search feature functions.
☐	☐	Previous feature functions.

APPLICATION FUNCTIONALITY
ACCEPTANCE CRITERIA
Page 2

Yes	No	
☐	☐	Next feature functions.
☐	☐	Global Search functions.
☐	☐	Global Region Search functions.
☐	☐	Window feature functions.
☐	☐	Fonts function.
☐	☐	Show Coordinates feature functions.
☐	☐	Show Status Info feature functions.
☐	☐	Frame feature functions.
☐	☐	Range Feature Functions.
☐	☐	Window Hits functions.
☐	☐	Prints to File functions.
☐	☐	Print Graphic Form functions.
☐	☐	Printer Setup functions.

_____   _____

Signature   Date

FRSRS
Acceptance Sign-Off Sheet

Report Number: _____

Reviewed By: _____ Date Reviewed: _____

Attachments: Yes ____ No ____

Items Accepted: Initial Here

    Report is accessible. _____

    Report date is correct. _____

    All the proper Indexes are on the report. _____

    The single search feature functions properly for all the indexes. _____

    The multiple search feature functions properly for all the indexes. _____

    The string search feature functions properly (if applicable). _____

    The partial search feature functions properly for all the Indexes. _____

    The screen Image mirrors the existing microfiche report. _____

    The reports are separated correctly.

    Signature   Date

Acceptance Test
Feature Functions Trouble Ticket
(Client will provide a narrative description for feature function testing.)

Menu or Feature Name: _____

Reviewed By: _____ Date Reviewed: _____

Attachments: ☐ Yes ☐ No

_____

Is the feature/menu accessible?	☐ Yes	☐ No
Is the failure global or confined to a single report or menu?	☐ Yes	☐ No
Are you able to duplicate the error?	☐ Yes	☐ No

If a singe report or menu, list the name
or the report or menu.   _____

What are the expected results?

_____
_____
_____
_____
_____
_____

What are the actual results?

_____
_____
_____
_____
_____

Comments:

_____
_____
_____
_____

Acceptance Test
Individual Report Trouble Ticket
(Client will provide a narrative description for report testing.)

Report Number: _____

Reviewed By: _____ Date Reviewed: _____

Attachments: Yes ___ No ___

Is the report accessible?   Yes ___ No ___
Is the report date correct?   Yes ___ No ___
Are the Proper Indexes on the report?   Yes ___ No ___
If no, describe the problem:

_____

_____

Does the single search feature function properly for all indexes Yes ___ No ___
If no, describe the problem:

_____

_____

Are all the columns on the report aligned correctly?   Yes ___ No ___
If no, describe the problem:

_____

_____

Are the reports separated correctly: Yes ___ No ___
If no, describe the problem:

_____

_____

Is all the data on the report present?   Yes ___ No ___
If no, describe the problem:

_____

_____

Other Problems:

_____

_____

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PSI TECHNOLOGIES CORP/ROMCOMM
JOB SETUP REFERENCE WORKSHEET

Date of Submission ___ /___ /___   Submitted by_____

ROMCOMM Information

ROMCOMM Center Name:_____

ROMCOMM Center Number:_____

ROMCOMM Center Address:_____

    City_____ State____ Zip_____

ROMCOMM Center Phone: Area Code: (____) _____

ROMCOMM Center FAX: Area Code: (____) _____

ROMCOMM Center Manager:_____ Ext:_____

Contact Priority:____

ROMCOMM Account Manager:_____ Ext:_____

Contact Priority:____

ROMCOMM OPS Manager: :_____ Ext:_____

Contact Priority:____

Customer Information

Customer Name:_____

Customer Number:_____

Area Code (____) _____ FAX: Area Code (____) _____

Customer Shipping Address:_____

    City_____ State____ Zip_____

Customer Billing Address: :_____

    City_____ State____ Zip_____

Customer Contact:_____ Title:_____

Area Code (____) _____

Customer Contact:_____ Title:_____

Area Code (____) _____

Required Resources for Application Setup

Submit the following resources for initial job setup (check each item provided):

_____ Sample report printout and input media with matching data

_____ Highlight or circle required index data locations on report printout

_____ Sample of blank form to create forms overlay (original print - not a copy)

_____ Sample form with data in the form to show alignment of data within form

_____ Clean sample of logo's/bitmapped objects in camera ready format not shown on blank form

Print all information in a legible manner   1

Page 7 – "I"

Application Information
(Fill out this page for each indiviual application)

Application Name:_____

Application Code or Program Name:_____

Forms Overlay: ____Y ____N   Bitmap in Forms Overlay ____Y ____N

Processing Frequency: ___D=Daily ___W=Weekly ___BW=BiWeekly ___M=Monthly ___Q=Quarterly

___S=Semi-Annual ___A=Annually ___O=Other:_____

Anticipated Volume each Period:_____ (Total Pages)

When will jobs be received:_____ Turn Commitment: _____Hours _____Days

Index Information

Name (20 Char Max)	L=Line P=Page	Begin Row	End Row	Begin Colmn	Indx Lgth	Mask Pattern	Just L/R	Trim Zeros	Data Format
Index 1:									
Index 2:									
Index 3:									
Index 4:									
Index 5:									
Index 6:									
Index 7:									
Index 8:									
Index 9:									
Index 10:									
Index 11:									
Index 12:									
Index 13:									
Index 14:									
Index 15:									

Index No.   Special Instructions for a particular index field:

(___)   _____

(___)   _____

(___)   _____

(___)   _____

(___)

Indexes Common to Other Reports

Index No.   Report Name(s): Report 1, Report 2, etc.

(___)   _____

(___)   _____

(___)   _____

(___)   _____

(___)   _____

(___)

Print all information in a legible manner   2

Page 8 – "I"

Report Organization

Group Names (8 Char Max)   Name of Report(s) in Group(s) (25 Char Max)

1. _____   _____
2. _____   _____
3. _____   _____
4. _____   _____
5. _____   _____
6. _____   _____
7. _____   _____
8. _____   _____
9. _____   _____
10. _____   _____

Data/Report & Format/Input Specifications

(If applications are not same format - fill out this section for each application that is unique)

Type A.   ____Print Image   ____Unformatted Data Records
Rows per Page: _____   Columns per Page: _____
Type B.   ____Xerox   ____DJDE's   ____Metacodes (Attach Completed ROMCOMM
Questionnaire)
Type C.   ____AFP (Attach Completed ROMCOMM Questionnaire)
Suppress leading pages: ___Y ___N   If "Y" Number of leading Pages: _____
Name of Special Font Provider:_____
Encrypted Fonts: ___Y ___N
Other Considerations:'_____

Media Input Type: ____Reel Tape   ____3480 Cart   ____8mm Tape   ____Data Trans   ____Floppy Disk
                  Other _____

Customer System Configuration

End User Configuration

Computer Make/Model:_____
Operating System for CD Software: ___DOS ___Windows ___Xwindows ___Windows NT ___Apple ___OS/2
Operating System: Release/Version:_____
Display Monitor Resolution to be used: _____ or _____ pixels by _____ pixels
Type of Printer:_____

Network Configuration

Network Server Make/Model:_____
Network Operating System:_____
Operating System: Release/Version:_____ Total Number of Network Users:_____
Display Monitor Resolution for Majority of workstations:_____ _____ pixels by _____ pixels
Server Quantity:_____ File:_____ System Printer:_____
Type of PC Workstations (majority): _____

CD Hardware Configuration

Type of CD Player/Jukebox/Tower/Autochanger:_____
CD Drive Assignment(s): D E F G H I J K L M N O P Q R S T U V W X Y Z or ALL   (circle choices)

Print all information in a legible manner   3

Tape Input Specifications

Physical Tape Format:_____   Tape Density:_____

Logical Tape Format:_____

Record Length:_____   Records per Block:_____   Block Size:_____

Tape Label: ___Y ___N

Tape Label Contents:_____

Data Transmission Input/Output Specifications

Data Transmission: ___Y ___N Brand of Communications Software:_____

Transfer Method:_____

Modem Number: Area Code: (_____) _____

Baud Rate:_____

Customer Contact:_____

Area Code: (_____) _____

Download Path: _____

File Name Convention: _____

Other Transfer Information:_____

Distribution Information

Executable on CD: ___Y ___N   Executable on Magnetic: ___Y ___N

Sessions: ___Multi ___Single

Version of ROMCOMM/OFSWIN: _____

Number of CD Duplicate Copies per Run: _____

Maintain Tape Backup until CD is full: ___Y ___N   With full CD send the following: ___Tape ___CD

Maintain CD Backup: ___Y ___N   For what time period or other criteria:_____

Rotate CD's: ___Y ___N

Package CD in Carrier: ___Y ___N   Other CD Packaging: _____

Label Carrier: ___Y ___N

Label Layout: _____

_____

_____

_____

Carrier for Delivery of work: ___UPS ___FEDX ___Airborne ___US Mail ___Other:_____

ROMCOMM Carrier Account #:_____

PSI Operations Only
Include in application file - printed or floppy disk copies of the following:

Attach Printouts of .JTB, .FRM, .ITB, .SCR, .PRN, .FAX, Fontinfo.ofs Files
Directory Listing of OFSWIN, OFS, OFS\TBL, OFS\MNU

Miscellaneous Application Information

PSI TECHNOLOGIES CORP. Capitol of Texas Hwy., Building K Ste. 200 , AUSTIN, TX. 78746

SOFTWARE   LICENSE

Name and Address of Contractor:	Reference No:
SAMPLE CONTRACT	Contractor No: Exhibit(s) No: PSI Office No: 001

In consideration of the mutual premises and agreements set forth in this Agreement, PSI Technologies Corp. (VENDOR), with an address of 1001 Capitol of Texas Hwy. Building K, Suite 200 Austin, TX. 78716 and "XXXXX". (Customer) with an address of 111 Avenue Drive, Somewhere, (state / zip), agree as follows

1. License

The terms and conditions of the Contract between the City of Austin and PSI Technologies take precedence in defining the licensing agreement.

2. Fee

The License fee for the software is set forth on Schedule A. Fifty percent (50%) of this fee shall be paid by Customer to Vendor at the time this agreement is executed by Customer. The remainder of the fee shall be paid by Customer to Vendor at the time the Software is delivered and installed on Customer's computer equipment. The Software shall be deemed accepted upon delivery, installation, and demonstration that the Software is ready for use. Any taxes with respect to the License, the Software, or the use of it shall be borne by Customer, except for taxes based on Vendors net income.

3. Delivery Schedule

One bundled copy of the Software shall be installed on Customers computer equipment on a date mutually convenient to Vendor and Customer and confirmed in writing by Vendor identified on Schedule B. **That part of the License fee that has been paid shall be refunded and the License shall be terminated if Vendor does not install the software within sixty (60) days after the last installation date confirmed by Vendor in writing, Customer gives fifteen (15) days written notice of its desire to terminate the license, and Customer returns any and all property of Vendors in its possession. Such a refund is Customers SOLE AND EXCLUSIVE REMEDY for any failure by Vendor to install the Software on a timely basis.** If Vendor is delayed or prevented from performing this agreement due to any cause beyond its reasonable control, that delay shall be excused during the continuance of that delay and to the extent necessary to allow performance after the cause of the delay has been removed.

4. Installation, training, and Documentation

Vendor shall install the Software on Customers computer equipment and shall provide user-level documentation for the Software.

5. Warranty and Remedies

Vendor warrants that the Software will perform substantially in accordance with the then-current operating documentation for the software for a period of ninety (90) days from the date of installation, provided that: (a) the Software is not modified, changed, or altered by anyone other than Vendor,

unless authorized by Vendor in writing; (b) the computer equipment is in good operating order and is installed in a suitable operating environment; (d) the error or defect is not caused by Customer, its agents, servants, employees, or contractors, or any third party; (e) Customer promptly notifies Vendor of the error or defect after it is discovered; and (f) all fee due to Vendor have been paid. THERE ARE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, THE SOFTWARE, OR ANY SERVICES OR GOODS PROVIDED BY VENDOR TO CUSTOMER IN CONNECTION WITH THE SOFTWARE. See "order of precedence" in Agreement between City of Austin and PSI Technologies. Customer represents that it accepts sole responsibility for (a) the selection of the Software to achieve Customers intended results; (b) its use; and (c) the results obtained from the Software. Customers SOLE AND EXCLUSIVE REMEDY and Vendors only obligation under this warranty is to operate substantially in accordance with the then-current operating documentation for the Software. Under no circumstances shall Vendor be liable for any loss, cost, expense, or damage to Customer in an amount cumulatively exceeding the License fee for the Software actually paid by Customer. Any action by Customer for breach of this Agreement must be commenced within one year after the cause of action has accrued.

6. Proprietary Rights

Customer agrees and recognizes that: (a) the Software, together with any other data and materials supplied by Vendor to Customer pursuant to this Agreement, is the Property of Vendor and remains so even after delivery to Customer; (b) the Software and any other data and materials supplied by Vendor to customer, in machine readable form or otherwise, are confidential and proprietary trade secrets of Vendor, protected by law, and of substantial value to Vendor, and their use and disclosure must be carefully and continuously controlled; and (c) the Software is protected by the Copyright Laws of the United States. Customer agrees to keep all property of Vendors free and clear of all claims, liens, and encumbrances. The Software licensed under this Agreement shall be used by Customer only to process its own data and shall be used by customer only to process its own data and shall not be used for, or on behalf of others. The software may not be installed or used on more than one central processing unit and its associated network units located on customers premises except by those remote sites that have call in access as per type of license agreement. Customer shall not directly or indirectly, permit others to copy, duplicate, or furnish to others any physical or magnetic version of the Software; remove any copyright or other notice contained of included in any material provided by Vendor; create or attempt to create the source computer programs or any part of them from the operational object programs licensed under this Agreement; change or modify the Software or create derivative works from them; or reverse engineer or attempt to reverse engineer the Software. Customer shall notify Vendor immediately of the unauthorized possession, use or knowledge of any item supplied to Customer pursuant to this Agreement. Customer agrees not to challenge Vendors rights in and to the Software, including but not limited to, the copyrights in it. In the event Customer breaches or attempts to breach any of the provisions of this paragraph, Vendor shall have the right, in addition to such other remedies that may be available to them, to injunctive relief enjoining such breach or attempt to breach, it being acknowledged that legal remedies are inadequate. The provisions of this paragraph shall survive the termination of this Agreement.

7. Default

Vendor may terminate the License immediately upon the occurrence of a default by Customer. Events of default include, but are not limited to: (a) Customers failure to pay any amount due to Vendor within ten (10) days after written notice to Customer that payment is delinquent; (b) the insolvency or bankruptcy of Customer; and (c) the breach of Customer of any of the terms or conditions of this Agreement. Upon such a termination, or if the License is terminated for any other reason whatsoever, Customer shall immediately return to Vendor the Software (including any and all copies of it), together with any other items supplied by Vendor to Customer pursuant to this Agreement. Termination of the License pursuant to this provision is in addition to any other remedies available to Vendor at law or in equity.

8. Arbitration

Any controversy or claim between Vendor and Customer arising out of, or relating to, this Agreement of its performance or breach and any claims of negligence, gross negligence, fraud, or misrepresentation related to it, but excluding actions for injunctive relief to enforce Paragraph 6, shall be settled by arbitration in (Austin, TX) in accordance with Commercial Arbitration Rules of the American Arbitration Association; and judgment entered upon the award by the arbitrator may be entered in any court having jurisdiction thereof.

9. General

This Agreement shall be governed by the laws of (Texas). Customer shall pay all reasonable attorneys fees and expenses incurred by Vendor as a result of legal actions taken against Customer by Vendor as a result of any breach by customer of the Agreement. The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation. If any provision of this agreement shall be held illegal, void, or unenforceable, the remaining portions shall remain in full force and effect. No delay or failure of Vendor in exercising any right under this Agreement and no partial or single exercise of any right by Vendor shall be deemed to constitute a waiver of that right or any other right under this Agreement. Customers rights under this Agreement shall not be assigned, transferred, or sub-licensed.

CUSTOMER ACKNOWLEDGES THAT HE HAS READ THIS AGREE-MENT, UNDERSTANDS IT, AND AGREES TO BE LEGALLY BOUND BY IT.

WHEREFORE, the parties have caused this Agreement to be executed by their duly authorized representatives.

"XXXXXXXXXXX".   PSI Technologies Corp.

By: _____   By _____

Title _____   Title: _____

Date: _____   Date: _____

Schedule A

This schedule is used to identify the platform the software will be installed upon, the number of maximum users that it will support & terms of payment in which the customer is expected to perform.

Terms: 50% due upon signing of licence, The remainder of the fee shall be paid by Customer to Vendor at the time the Software is delivered and installed on Customer's computer equipment. The Software shall be deemed accepted upon delivery, installation, and demonstration that the Software is ready for use.

Schedule B

This schedule is used to identify a mutually convenient time frame for customer and vendor to install and test software on customers equipment.

DATE

SCHEDULE C

PSI OPTICAL DISK SOLUTION
POINTS OF CLARIFICATION

PSI TECHNOLOGIES CORP. 1001 Capitol of Texas Hwy, Building K STE. 200, AUSTIN, TX. 78746

MAINTENANCE CONTRACT

Name and Address of Contractor:	Reference Agreement No:
	Contractor No:
	Exhibits Included No:
	PSI Office No:

Sample Contract

In consideration of the mutual premises and agreements set forth in this Agreement, PSI Technologies Corp. (VENDOR), with an address of 1001 Capitol of Texas Hwy. Building K Suite, 200 Austin, Texas 78746 and (CUSTOMER) with an address of

agree as follows. Vendor will furnish the following maintenance services (the Services) for the applications software identified on Supplement A (the software):

(a) Vendor will correct any material coding errors found by Customer in the Software which are reasonably capable of correction and which affect the use of the software, provided that: Customer notifies Vendor promptly following the discovery of any such error; the Software has not been modified by any party other than Vendor; and the error was not caused by Customer, any third party, or hardware or operating system failure or deficiency.

(b) Vendor shall provide Customer with ongoing improvements and changes to the Software that Vendor, in its sole discretion, elects to make to such software.

(c) Vendor shall provide Customer with reasonable access by telephone to Vendors technical staff (not to exceed 20 hours per month) for consultation in the use and operation of the Software.

(d) Vendor shall make available to Customer on-site training, installation, consultation, and software modification or customizing services at Vendors then-prevailing fees for such services.

2. Maintenance Fee

Customer will pay Vendor the fees set forth on Supplement A to this Agreement quarterly in advance. Vendor shall have the right to change the fee once each year, effective with the next renewal date, provided that Vendor gives Customer at least ninety (90) days prior written notice of any such change and such increases do not exceed 8% per year. Customer shall pay Vendor for services outside the scope of this Agreement on a time and materials basis at Vendors then-prevailing rates.

3. Terms

The initial term of this Agreement shall be one year, commencing on the date stated in Supplement A. This Agreement shall thereafter automatically renew each year for an additional one year term until such time as either Vendor or Customer has given the other at least ninety (90) days prior written notice not to renew, in which case this Agreement shall terminate at the end of the then-current term. Vendor may also terminate this Agreement with at least 180 days prior written notice with respect to any Software that has been superseded by a new version made available to Customer pursuant to Paragraph 1. (e) but that Customer has elected not to license from Vendor.

4. Warrant and Remedies

Vendor warrants that it will use its best effort to perform the Services in a good and workmanlike manner, provided that (a) the Software has not been modified, changed, altered by anyone other than Vendor; (b) the operating environment, including both hardware and system software, meets Vendors recommended

installed in a suitable operating environment; (d) the need for service is not caused by Customer or its agents, servants, employees, or contractors; (e) Customer promptly notifies Vendor of its need for service; and (f) all fees due to Vendor have been paid. THERE ARE NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, THE SERVICES TO BE PROVIDED BY VENDOR UNDER IT, OR ANY SOFTWARE PROVIDED BY VENDOR UNDER IT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Customers sole and exclusive remedy and Vendors only obligation under this warranty is to redo the services until they are performed in good and workmanlike manner. In the event that services cannot be provided within a reasonable time after notification, Customers sole and exclusive remedy is to receive a refund of any fees paid for the period beginning on the date the problem requiring correction was reported to Vendor. UNDER NO CIRCUMSTANCES SHALL VENDOR BE LIABLE FOR ANY LOSS, COST EXPENSE, OR DAMAGE TO CUSTOMER IN ANY AMOUNT THAT COLLECTIVELY EXCEEDS THE ANNUAL MAINTENANCE FEE.

5. License

To the extent that any software improvements, changes, or enhancements or any new versions of the Software are provided to Customer pursuant to this Agreement, Customer agrees that they will be license to Customer under the terms and provisions of the Computer Software License Agreement previously executed by the parties hereto, which is incorporated by reference.

6. Cooperation

Customer agrees to provide Vendor with the cooperation, facilities, and access necessary for the performance of Vendors' obligations under this Agreement.

7. Default

Vendor may terminate this Agreement in the event of a default by Customer Events of default include, but are not limited to: (a) Customers failure to pay any fee within 15 days after written notice to Customer that payment is delinquent; (b) the insolvency or bankruptcy of Customer; or (c) the breach of Customer of any of the terms or conditions of this Agreement of the aforesaid Computer Software License Agreement. Customer shall pay all reasonable attorneys fees and expenses incurred by Vendor as a result of legal actions taken against Customer by Vendor resulting from any breach by Customer of this Agreement.

8. Expenses

Customer shall reimburse Vendor for any and all reasonable travel and living expenses incurred by Vendor in performing services under this Agreement. These expenses shall be billed to Customer, and Customer shall pay these billings within thirty (30) days of the date rendered.

9. General

This Agreement contains the agreement between the parties, relating to the subject matter hereof. The "Order of Precedence" is defined in the Contract Agreement between The City of Austin and PSI Technologies. No action, regardless of form, arising out of this Agreement may be brought by Customer more than one year after the cause of action has arisen. This Agreement shall be governed by the laws of (Texas), and any action brought under this Agreement or related to the services shall be brought exclusively in the courts of (Texas). The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation. In the event that Vendor is unable to provide Services because of any cause outside of its reasonable control, Vendors obligations to provide Services shall be suspended for the duration of the cause of the inability to perform. If any provision of this Agreement shall be illegal, void, or unenforceable, the remaining portion shall remain in full force and effect. No delay of failure of vendor in exercising any right under this Agreement and no partial or single exercise of any right by Vendor shall be deemed to constitute a waiver of that right or any other right under this Agreement.

CUSTOMER ACKNOWLEDGES THAT HE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE LEGALLY BOUND BY IT.

WHEREFORE, the parties have caused this Agreement to be executed by their duly authorized representatives.

CUSTOMER   VENDOR

                                  PSI Technologies Corp.

By_____   By:_____

Date:_____   Date:_____

SUPPLEMENT A

(This schedule is used to identify the software & maintenance periods and terms of payment for the customer service policy.)

Example:

      1. OFS LAN version 1.0 for Windows 3.0 - Site License

      2. OFS Remote Access Module

      3. Starting date - Feb 22, 1992 to Feb. 22, 1993

FEES: Customer agrees to pay $ XXXX.XX payable in yearly payments up front on January 1. In the event that maintenance starts in the middle of stated period Vendor will be billed for time remaining in that year period.

If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

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require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City

Attachment I

City of Austin Acceptable Use Policy

CITYWEB
City of Austin

City of Austin Acceptable Use Policy

Purpose:

The purpose of this policy is to establish guidelines and minimum requirements governing the acceptable use of City-provided Internet, electronic mail (e-mail) and computer use.

Internet and e-mail resources are provided to

support:

- Internal communication between employees
- External communication between employees and people with whom they need to interact to perform their jobs
- Collaborative work among working groups
- Information about the activities and services of the City of Austin
- Delivery of City of Austin services in electronic form
- Research and education

Scope:

This policy applies to any person(s) and/or contractor(s) (hereinafter referred to as "users") whose access to or use of Internet, electronic mail and/or computer use is funded by the City or is available through equipment owned or leased by the City.

Authority:

The Chief Information Officer (CIO) is responsible for all information and communications infrastructures used within the City of Austin. The CIO is responsible for developing, implementing, and administering the policies and procedures related to the information and communications infrastructures

within the City of Austin, and ensuring compliance with all applicable laws and regulations. As such, this policy has been developed to make users aware of and define the City's policies and procedures.

Department Responsibilities:

All City departments are responsible for the Internet and electronic mail activities of their users. City departments have the responsibility to ensure that usage of City-provided Internet and e-mail services serves legitimate government functions and purposes. Managerial authority over use of these services should be defined within each department. User information that addresses Internet and electronic mail usage and policies should be disseminated.

Departments may provide additional restrictions and guidelines regarding the use of the Internet and electronic mail within their local environments. In considering the need for additional restrictions and guidelines, each department may take into account its particular needs, mission, available technology, level of staff training, size, geographic diversity, and organizational culture.

User Responsibilities:

Each user has the following responsibilities:

- Comply with this "Acceptable Use Policy." By participating in the use of networks and systems provided by the City, users agree to comply with City and department policies governing their usage.
- Do not download and/or install non-authorized software on your PC.
- Take all reasonable precautions to prevent the use of their electronic mail account and their workstation by unauthorized individuals. Lock or use a screen saver password whenever you leave your PC to protect your account from unauthorized access.
- Users are responsible for activity from their login account, email account and/or their workstation.
- Comply with other City and department policies, procedures, and standards.
- Be courteous and follow accepted standards of etiquette and "netiquette".
- Use information technology resources efficiently and productively.
- Communicate data security needs of information under your purview to your LAN administrator or ctm.security@ci.austin.tx.us.
- All desktops must have up to date virus protection installed and active.
- All servers should have up to date virus protection. If you feel like you have a

server that does not require it, please email ctm.security@ci.austin.tx.us for authorization.

- Save all business data to authorized drives that ensure backups are done appropriately.

General Statement of the Policy:

The use of City-provided Internet, e-mail and/or computer use must be related to, and for the benefit of, City government.

All on-line communications, such as electronic mail messages (and attachments) and postings to various kinds of discussion groups, are subject to the same laws, regulations, policies, and other requirements as information communicated in other written forms and formats. This includes proper business correspondence practices and proper use of City of Austin equipment and resources.

Use network resources responsibly to avoid having a negative impact on others who need to share those resources (see the resource considerations section below).

For examples of acceptable and unacceptable use, see the acceptable use and unacceptable use sections below.

Implementation:

<u>Security:</u>

- Transmission of electronic mail to locations outside of the City's internal mail system may require the use of the Internet for transport. Since the Internet and its tools adhere to open and documented standards and specifications, it is inherently an unsecured network that has no built-in security controls.
- Although confidential and sensitive information should not be included in electronic mail and on-line communications unless proper, formalized security precautions have been established (e.g. encryption), certain electronic mail communications may be privileged or confidential. It is the responsibility of each City department to protect confidential and sensitive information where intentional, inappropriate, or accidental disclosure of the information might expose the City or an individual to loss or harm. Please contact CTM's <u>Security Engineering</u> for assistance.
- Do not share passwords. Do not give your password to anyone. Authorized users will be able to get your password through legitimate means. (For

example: If your IT person needs to
access your account, they have the
rights to change your password.) You
are responsible for your login account
and password. Here are hints at picking
good passwords.

- Telnet use is not recommended because
  the password goes over the Internet in
  clear text so that anyone can read it.
  SSH is encrypted Telnet and is
  recommended. If Telnet is your only
  option, do not use the same password on
  these accounts as you do on your City
  accounts.
- Internal instant messaging is allowed
  but external instant messaging will be
  blocked.
- Access restricted through the use of
  security levels as defined in CTM
  Physical Security Levels Policy

Privacy:

Neither Internet usage nor electronic mail
messages are personal or private.

All computer files are the property of the City of
Austin, regardless of their physical location or
the form in which they are maintained. The City
of Austin reserves the right to access and
disclose all messages and other electronic data,
sent over its electronic mail system or stored in
its files, for legal and audit purposes. Under the

Texas Open Records Act, any electronic mail can be a public record. Employees should be aware that electronic records are subject to the mandatory public disclosure requirements of the Texas Open Records Act, subject to the exceptions under the Act.

E-Mail is backed up daily on a permanent basis allowing the City of Austin to restore current electronic mail in the event of system failure. Employees should assume that copies (back-up copies or otherwise) of electronic mail messages and other electronic correspondence may exist on other systems even though the sender and recipient have discarded their copies of the document.

Information Systems Department monitors every connection to the Internet (all email, web sites, instant messages …etc.)

Acceptable Use:

Acceptable uses of computer resources are those that conform to the purpose, goals, and mission of the department and to each user's job duties and responsibilities. The following list, although not all-inclusive, provides some examples of acceptable uses:

- Communications and information exchanges directly relating to the mission, charter, and work tasks of the

department including electronic mail in direct support of work-related functions or collaborative projects.

- Communications with vendors of products used or being considered for use by the City, either to investigate use of their product or to receive help in using their product.
- Communications, including information exchange, for professional development or to maintain job knowledge or skills.
- Announcements of City laws, procedures, hearings, policies, services, or activities.
- Use involving research and information gathering in support of the City's governmental duties.

Unacceptable Use:

Unacceptable use can be defined generally as activities that do not conform to the purpose, goals, and mission of the department and to each user's job duties and responsibilities. Any computer usage in which acceptable use is questionable should be avoided. When in doubt, seek policy clarification prior to pursuing the activity.

The City of Austin computer use, e-mail and/or Internet access may not be used to:

- Listen to, view, or download audio or

video files for entertainment or leisure activities. These activities are bandwidth intensive and take resources away from our customers.

- Seek or gain unauthorized access to City of Austin network resources or to Internet resources.
- Destroy the integrity of computer based information.
- Compromise the privacy and/or security of users.
- Disrupt the functions of City of Austin networks or other computer resources, including, but not limited to, propagation of worms or viruses or other debilitating programs.
- Conduct or participate in illegal actions.
- Violate City of Austin or department policies.
- Circumvent legal protection provided by copyright and license to programs and data.
- Conduct or promote commercial or private/personal business enterprises or products.
- Engage in political lobbying.
- Support or solicit on behalf of groups, organizations, etc. that are not related to City of Austin.
- Transmit unsolicited commercial information (i.e. junk mail, advertising, etc.)
- Transmit material that may be deemed offensive to its recipient.

- View, transmit, or receive sexually explicit material.
- Advocate racial, ethnic, religious, or gender-based slurs.
- Threaten or harass others.
- Harm to minors.
- Threats.
- Harassment.
- Fraudulent activity.
- Forgery or impersonation.
- Unsolicited email or bulk email.
- Unauthorized access.
- Copyright or trademark infringement.

The City of Austin realizes that we have little control over communications received, especially those received from unsolicited sources. Any unsolicited electronic correspondence (Spam) received should be disposed of accordingly. Click here to find out more about Spam.

Capability Specific Policies:

The following policies relate to specific types of interaction.

E-Mail (Electronic Mail)

- Theft and forgery (or attempted forgery) of E-mail messages is prohibited.
- Sending chain letters is prohibited.
- City of Austin employees who have

been provided E-mail capability have an obligation to read incoming messages in a timely manner and respond accordingly.

Listservs, Mailing Lists, and Discussion Groups

- Unsubscribe to all mailing lists upon a change in your e-mail address or when you leave City of Austin employment

Downloading files using FTP (File Transfer Protocol)

- Check for copyright or licensing agreements when downloading files.
- DO NOT type in your network or Internet password when utilizing "Anonymous FTP". Instead, type in your E-mail address when the FTP site requests a "Password".

World Wide Web (WWW)

- Employee (non business related) Web pages and Web sites are not permitted on the City of Austin system.
- Development and management of City department Web pages must be coordinated through the Austin City Connection Group.

Remote Access, Telework, dial-up, VPN, RAS

- Remote access is a privilege not a right. Any violation in its use will result in access being terminated.
- Do not share connection information with anyone. This includes passwords, shared secrets, phone numbers, encryption keys or software.
- Do not create connections to non-COA networks without permission from the COA Security Supervisor.

Wireless Network/Access

- Wireless connections to the City of Austin network must be approved by Security before deployment. For approval, make an CTM Help Desk request (512-974-HELP or helpdesk@ci.austin.tx.us). It is advisable to consult Security BEFORE purchase to make sure the wireless application meets security thresholds.
- Wireless home networks are not allowed to be connected to the city's network while teleworking.

Resource Considerations:

The following policies relate to activities that may negatively affect network performance and

resources.

- Do not broadcast messages to all City employees at once.
- Delete unnecessary e-mail communications, but do not violate City record retention requirements. Each user account has a set limit (50MB for CTM supported units) which users will not be able to accumulate more than that amount. Call your help desk for your specific limits and your help desk can also advise you on how to store email in other locations if you need it.
- Whenever possible, avoid sending e-mails with large attachments. For internal correspondence, it is preferable to place the document in a shared location and reference it in the e-mail. When sending or receiving a large file via the Internet, use FTP instead of using attachments to email.
- Limit downloads, especially large files, to a time after normal business hours (consider both local time and the time at the remote site), except in an emergency. Users must be knowledgeable about the resource requirements for the file transfer both in terms of the network and of the desktop's capacity.
- Don't subscribe to very active mailing lists, discussion groups or news groups unless absolutely necessary. They can

outlined in the City of Austin Information
Security Sanctions Policy.

Report violations to abuse@ci.austin.tx.us

or the CTM Help desk: 512-974-4357

**To request an official investigation into a
user's computer activities, ask your
Department Director to send a request to:**
The City's Chief Information Officer or the
Security Supervisor

**Help with securing your systems or concerns
about this policy:** ctm.security@ci.austin.tx.us.

Fiserv Solutions
Report Storage and Retrieval System
Statement of Work

1. Introduction

The purpose of the Financial Report Storage and Retrieval System is to make monthly financial reports available via a LAN-based system to the City's financial staff in an easily accessible query environment for viewing, research, and analysis. This system enables users to locate and retrieve specific financial images from a collection of pre-defined reports. Response time to queries should be three (3) seconds or less. The information is indexed, highly compressed, and archived.

This is a collaborative arrangement with the vendor whereby the vendor trains the City staff how to program new financial reports and assists City staff as requested in the product/business solution.

This application will exist in a Client/Server environment. The application must display reports created under earlier versions of software. Backward compatibility is necessary without requiring the reprocessing of old reports.

2. Responsibilities

A. The City's (Financial and Administrative Services Department - Controller's Office) Responsibility

- Provide access and use of facilities, including telephones, personal computer hookups, and access to copy and fax machines.

- Provide HVAC and AC power feed and generator backup for City systems

- Provide access to the City's Local Area Network/Wide Area Network (see Acceptable Use Policy - Attachment I)

- Approve milestones and deliverables

- Provide access to its subject matter experts

B. The Contractor's Responsibility

- Provide all system design, software installation, programming, testing, performance tuning, training, documentation and implementation required for the system as specified in Attachment II. If third-party software is required, Contractor shall assume full responsibility for its inclusion in this solution at no additional cost to the City.

- Acquire and install any required software. The City intends to use existing hardware for this project.

- Provide all technical documents for the proposed system and its components. These documents shall include administrator, programmer and end user manuals about product installation and maintenance, including detailed design documents for customized system application and test plans. The supplier shall grant the City the authorization to reproduce any provided documents for internal use.

- Assist in developing an acceptance test plan and assist in performance testing the entire system. During testing, the Contractor must correct any error(s) detected. Testing must successfully demonstrate that system is fully operational before the City approves the final acceptance of the system.

- Provide technical support and problem resolution via a toll-free number during normal business hours (8:00 a.m. - 5:00 p.m. CST, Monday through Friday) during implementation.

- Respond to all problem requests received from the City once system is in production. Contractor will respond to Technical Service requests as defined in Exhibit C.

- Provide a detailed list of the necessary resources and expertise, complete with personnel job descriptions, and contact information which shall be required for the City to maintain the system once implemented.

- Provide technical programming training to a minimum of four (4) users and system administration training to a minimum of two (2) users.

- Specify proposed demarcation of responsibilities between the City and the Contractor during system installation, testing, warranty, and maintenance.

- Assist as requested by designated City personnel to meet newly designed, on-demand and monthly production requirements.

- Insure that all solution components and product results are stored in advanced compressed environments.

3. **System Implementation Schedule**

   Note: Days are business or work days

   - The estimated time to complete installation and implementation   5 days

   - Estimated time to train and customize documentation   7 days

4.   **Final Acceptance**

Final Acceptance is defined as the Contractor successfully completing software installation, delivering technical documents and manuals, completing technical programming training for four (4) employees, completing system administration training for two (2) employees, and successfully have software produce compressed and indexed reports viewable by end users.

5.   **Payment Schedule**

Payment will be made upon completion of Final Acceptance of a duplicate of the City's current operating environment. Separate payments will be made for the following services:

- Payment for the setup of 9 new reports will be made upon completion of the setup and successful execution of the reports. The cost of the setup of these 9 reports will be $6,750 based on 3 hours per report to be billed at $250 per hour.

- Custom Application Development work will be done as requested by the City. Payment for this work will be made upon successful completion of the requested work.

- Professional Services work will be done as requested by the City. Payment for this work will be made upon successful completion of the requested work.

- Extract Pages work will be done as requested by the City. Payment for this work will be made upon successful completion of the requested work.

Financial Report Storage and Retrieval System
Fiserv

RCA	Amendments	Term
Competitive Purchase 6/1995		1- 12 month 2- 12 month options thru 1998
Sole Source 08/1998		1- 12 month 3- 12 month options Thru 2002
Sole Source 11/2002		4 – 12 month options Thru 2006
	Amendment 12	$0 – 1/1/2006-11/30/2007
	Amendment 13 12/07 – 3/08	120 day holdover 12/1/07 to 3/1/08
	Amendment 14	6 – 12 month options Thru 2/28/2014

Amendment No. 1
to
Contract No. NA130000061
for
Maintenace, Support and Programming of
Financial Report Storage and Retrieval Software
between
Fiserv Solutions, Inc.
and the
City of Austin

1.0   The Dates column in the table under "2. <u>Fees</u>" of Exhibit A Software and Fees of the contract have been corrected to reflect the accurate range of years of coverage. The previous range had been off by one year (beginning with 2011-2012).

Contract Year	Dates	Annual Fee	Annual Page Allotment*	Annual Telephone Support Hours**
1	2012-2013	$16,000	12,000,000	30
2	2013-2014	$12,000	12,000,000	30
3	2014-2015	$8,000	12,000,000	30
4	2015-2016	$6,000	12,000,000	30
5	2016-2017	$4,750	12,000,000	30
		$46,750		

2.0   The City hereby exercises this extension option for the subject contract. This extension option will be effective November 1, 2013 through October 31, 2014. Three options remain.

3.0   The total contract amount is increased by $46,150.00 for the extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 11/01/2012 – 10/31/2013	$69,250.00	$69,250.00
Amendment No. 1: Option 1 – Extension 11/01/2013 – 10/31/2014	$46,150.00	$115,400.00

4.0   MBE/WBE goals do not apply to this contract.

5.0   By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0   All other terms and conditions remain the same.

MZ 7/12/13

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: ~~CbC Ritchie~~ 10-23-13   Sign/Date: _(signature)_ 10-24-13

Printed Name: Chris Ritchie   Debbie DePaul
General Manager   Contract Compliance Supervisor

Fiserv Solutions, Inc.   City of Austin
901 South MoPac Expressway   Purchasing Office
Building III, Suite #500   124 W. 8th Street, Ste. 310
Austin, Texas 78746   Austin, Texas 78701

Exhibit A
Software and Fees

1   Software:

Recording Software		
DX Record Tier 2 - 12 million pages annually		Complex and simple Data
DX ARP / DX QUEMGR Automation Components: 2000		Automation
Retrieval Software		
DX View 100 User License		Thick Client Viewing Software

	Yes	No	Electronic
Manual	X		X
Technical Reference	X		X

Client will not be allowed to resell any Fiserv Software products.
Location: Client processing facility

2.   **Fees**: All Fees are subject to the provisions of 3.2 Fee Changes, contained within the Contract.

A. License, Annual Support and Maintenance Fees are listed below with the page allotment and phone support allocated for each year.

Contract Year	Dates	Annual Fee	Annual Page Allotment*	Annual Telephone Support Hours**
1	2011 - 2012	$16,000	12,000,000	30
2	2012 - 2013	$12,000	12,000,000	30
3	2013 - 2014	$8,000	12,000,000	30
4	2014 - 2015	$6,000	12,000,000	30
5	2015 – 2016	$4,750	12,000,000	30
		$46,750		

The annual fee is based on a yearly average charge of $9,350. Should any increase in price occur, reference Section 3.2 Fee Changes, of the Contract, the fee may be increased by the calculated total of the increase multiplied by the yearly average charge of $9,350 and added to the Amount of the fee associated with that Contract Year.

B.   Annual Support and Maintenance Fees Include:
*Annual Page Allotment of 12,000,000 (12M) pages annually for DX Record processing
**30 hours per year of telephone support during Normal Business Hours, as defined below, for reasonable operator support. For telephone support over 30 hours during any year of this agreement, client will be billed at the applicable rate listed in D Other Fees (below).

C.   Standard Support and Maintenance Available during Normal Business Hours 7:00 AM to 7:00 PM CT, M-

D.   **Training Fee:** $10,000 - includes training for up to 5 individuals and any custom documentation

E.   **Report Conversion Fee:** $6,750 – One time conversion of up to 9 existing reports

Category	Item	Cost Yr 1	Cost Yr 2	Cost Yr. 3	Cost Yr. 4	Cost Yr. 5	Total Cost
Software	DXR Record - Tier 2 - 12 million pages annually	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00	50,000.00
Software	DX ARP / DX QUEMGR	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	5,000.00
Software	DX View (100 user license)	900.00	900.00	900.00	900.00	900.00	4,500.00
Software	includes 12 months license and maintenance	0.00	0.00	0.00	0.00	0.00	0.00
	Total Software Costs	11,900.00	11,900.00	11,900.00	11,900.00	11,900.00	**59,500.00**
Third Party Software		0.00	0.00	0.00	0.00	0.00	**0.00**
	Total Third Party Software						**0.00**
Installation/Implementation	Up to 40 hours of Professional Services - $225/hr	9,000.00	0.00	0.00	0.00	0.00	9,000.00
	Total Installation/Implementation Costs	9,000.00	0.00	0.00	0.00	0.00	**9,000.00**
Conversion/First Time Setup	Conversion of existing reports - 9 reports	6,750.00	0.00	0.00	0.00	0.00	**6,750.00**
	Training of Programmers, including documentation Includes training for up to 5 individuals and any custom documentation	10,000.00	0.00	0.00	0.00	0.00	**10,000.00**
	Total Conversion/First Time Setup Costs						**16,750.00**
	Travel	0.00	0.00	0.00	0.00	0.00	**0.00**
	Total Travel Costs						**0.00**
Maintenance & Support - 5 Yrs	Annual License and Maintenance Renewal Fee	~~9,350.00~~ 16,000	~~9,350.00~~ 12,000	~~9,350.00~~ 8,000	~~9,350.00~~ 6,000	~~9,350.00~~ 4750	46,750.00
Maintenance & Support - 5 Yrs	Client Support Hourly Rate $150/hr up to 30 hours per year	4,500.00	4,500.00	4,500.00	4,500.00	4,500.00	22,500.00
	Total Maintenance & Support Costs						**69,250.00**
Other Costs	Custom Application Development Rate $225/hr up to 30 hours per year	6,750.00	6,750.00	6,750.00	6,750.00	6,750.00	**33,750.00**
Other Costs	Extract Pages - Per Page $0.005 - 2,200,000 pages	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	**55,000.00**
	Total Other Costs						**88,750.00**
	Total Costs	69,250.00	~~43,500.00~~	~~43,500.00~~	~~43,500.00~~	~~43,500.00~~	243,250.00

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