Amendment No. 7
to
Contract No. 6400 NS140000043
for
eCitation and eCrash Parts, Repair and Maintenance
between
Tyler Technologies, Inc.
and the
City of Austin

1.0   The City hereby exercises an administrative increase of $61,000 for the subject contract.

2.0   The total contract amount is increased by $61,000.00 by this amendment. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/20/2014 – 08/19/2016	$2,360,623.00	$2,360,623.00
Amendment No. 1: Name Change 09/04/2015	$0.00	$2,360,623.00
Amendment No. 2: Option 1 – Extension 08/20/2016 – 08/19/2017	$767,000.00	$3,127,623.00
Amendment No. 3: Option 2 – Extension 08/20/2017 – 08/19/2018	$767,000.00	$3,894,623.00
Amendment No. 4: Option 3 – Extension 08/20/2018 – 08/19/2019	$767,000.00	$4,661,623.00
Amendment No. 5: Add Five 12-month Extension Options 09/12/2019	$0.00	$4,661,623.00
Amendment No. 6: Option 4 – Extension 08/20/2019 – 08/19/2020	$0.00	$4,661,623.00
Amendment No. 7: Administrative Increase	$61,000.00	$4,722,623.00

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

4.0   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.

5.0   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: _Sherry Clark_ 9/18/19

Printed Name:___Sherry Clark_____
Authorized Representative

Sign/Date:_____

Printed
Name:_____
Authorized Representative

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

Tyler Technologies, Inc.
526 University Drive East, Suite 201A
College Station, TX 77840

Amendment No.6
to
Contract No. 6400 NS140000043
for
eCitation and eCrash Parts, Repair and Maintenance
between
Tyler Technologies, Inc.
and the
City of Austin

1.0   The parties hereby agree to add five additional 12-month extension options for the above-referenced contract effective August 20, 2019. The extension options are as follow:

Extension Option 4	08/20/2019 – 08/19/2020
Extension Option 5	08/20/2020 – 08/19/2021
Extension Option 6	08/20/2021 – 08/19/2022
Extension Option 7	08/20/2022 – 08/19/2023
Extension Option 8	08/20/2023 – 08/19/2024

2.0   The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/20/2014 – 08/19/2016	$2,360,623.00	$2,360,623.00
Amendment No. 1: Name Change 09/04/2015	$0.00	$2,360,623.00
Amendment No. 2: Option 1 – Extension 08/20/2016 – 08/19/2017	$767,000.00	$3,127,623.00
Amendment No. 3: Option 2 – Extension 08/20/2017 – 08/19/2018	$767,000.00	$3,894,623.00
Amendment No. 4: Option 3 – Extension 08/20/2018 – 08/19/2019	$767,000.00	$4,661,623.00
Amendment No. 5: Add Five 12-month Extension Options 09/012/2019	$0.00	$4,661,623.00
Amendment No. 6: Option 4 – Extension 08/20/2019 - 08/19/2020	$0.00	$4,661,623.00

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

4.0   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.

5.0   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: 8/28/2019

Printed Name:___Sherry Clark_____
Authorized Representative

Tyler Technologies, Inc.
526 University Drive East, Suite 201A
College Station, TX 77840

Sign/Date: 4/3/2019

Printed
Name:_____ James T. Howard
Authorized Representative

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

Amendment No. 5
to
Contract No. 6400 NS140000043
for
eCitation and eCrash Parts, Repair and Maintenance
between
Tyler Technologies, Inc.
and the
City of Austin

1.0 The parties hereby agree to add five additional 12-month extension options for the above-referenced contract effective August 20, 2019. The extension options are as follow:

Extension Option 4   08/20/2019 – 08/19/2020
Extension Option 5   08/20/2020 – 08/19/2021
Extension Option 6   08/20/2021 – 08/19/2022
Extension Option 7   08/20/2022 – 08/19/2023
Extension Option 8   08/20/2023 – 08/19/2024

2.0 The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/20/2014 – 08/19/2016	$2,360,623.00	$2,360,623.00
Amendment No. 1: Name Change 09/04/2015	$0.00	$2,360,623.00
Amendment No. 2: Option 1 – Extension 08/20/2016 – 08/19/2017	$767,000.00	$3,127,623.00
Amendment No. 3: Option 2 – Extension 08/20/2017 – 08/19/2018	$767,000.00	$3,894,623.00
Amendment No. 4: Option 3 – Extension 08/20/2018 – 08/19/2019	$767,000.00	$4,661,623.00
Amendment No. 5: Add Five 12-month Extension Options	$0.00	$4,661,623.00

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

4.0 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.

5.0 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: *Sherry Clark*   9/12/2018

Printed Name: Sherry Clark
Authorized Representative

Tyler Technologies, Inc.
526 University Drive East, Suite 201A
College Station, TX 77840

Sign/Date:
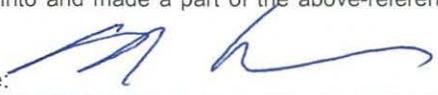
Printed
Name: Gai Purcell
Authorized Representative

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

Amendment No. 4
to
Contract No. 6400 NS140000043
for
eCitation and eCrash Parts, Repair and Maintenance
between
Tyler Technologies, Inc.
and the
City of Austin

1.0   The City hereby exercises this extension option for the subject contract. This extension option will be August 20, 2018 through August 19, 2019. No options remain.

2.0   The total contract amount is increased by $767,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/20/2014 – 08/19/2016	$2,360,623.00	$2,360,623.00
Amendment No. 1: Name Change 09/04/2015	$0.00	$2,360,623.00
Amendment No. 2: Option 1 – Extension 08/20/2016 – 08/19/2017	$767,000.00	$3,127,623.00
Amendment No. 3: Option 2 – Extension 08/20/2017 – 08/19/2018	$767,000.00	$3,894,623.00
Amendment No. 4: Option 3 – Extension 08/20/2018 – 08/19/2019	$767,000.00	$4,661,623.00

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

4.0   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.

5.0   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: _Sherry Clark_   6/19/2018

Printed Name:_____Sherry Clark_____
Authorized Representative

Tyler Technologies, Inc.
526 University Drive East, Suite 201A
College Station, TX 77840

Sign/Date: _____

Printed
Name:___JAMES T. HOWARD___
Authorized Representative

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

Amendment No. 3
to
Contract No. NS140000043
for
eCitation and eCrash Parts, Repair and Maintenance
between
Tyler Technologies, Inc.
and the
City of Austin

1.0 The City hereby exercises the extension options for the above-referenced contract. Effective August 20, 2017 the term for the extension option will be August 20, 2017 through August 19, 2018 with one (1) option remaining.

2.0 The total contract amount is increased by $767,000.00 for the current extension option period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 8/20/2014 – 8/19/2016	$2,360,623.00	$2,360,623.00
Amendment No. 1: Name Change 09/04/2015	$0.00	$0.00
Amendment No. 2: Option 1 – Extension 8/20/2016 – 8/19/2017	$767,000.00	$3,127,623.00
Amendment No. 3: Option 2 – Extension 8/20/2017 – 8/19/2018	$767,000.00	$3,894,623.00

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

4.0 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.

5.0 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: _____ 9.13.17   Sign/Date: _____ 9|13|17

Printed Name:____Craig Seekamp_____   PrintedName: Sai Xaonsai Purcell
Authorized Representative   Authorized Representative

Tyler Technologies, Inc.   City of Austin
526 University Drive East, Suite 201A   Purchasing Office
College Station, TX 77840

Amendment No. 2
of
Contract No. NS140000043
for
eCitation and eCrash Parts, Repair and Maintenance
between
Tyler Technologies, Inc.
and the
City of Austin

1.0   The City hereby exercises this extension option for the subject contract. This extension option will be effective August 20, 2016 to August 19, 2017. Two options remain.

2.0   The total contract amount is increased by $767,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 08/20/14 – 08/19/16	$2,360,623.00	$2,360,623.00
Amendment No. 1: Name Change 09/04/15	$0.00	$2,360,623.00
Amendment No. 2: Option 1 08/20/16 – 08/19/17	$767,000.00	$3,127,623.00

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

Signature and Date:

Printed Name:
Authorized Representative

Tyler Technologies, Inc.
526 University Drive East, Suite 201A
College Station, TX 77840
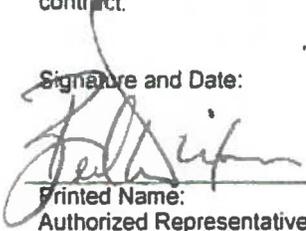
Signature and Date:

Shawn Willett, Deputy Purchasing Officer
City of Austin
Purchasing Office

Amendment No. 1
Of
Contract No. NS140000043
For
eCitations, eCrash Parts,
Service and Maintenance
Between
Brazos Technology Corporation
And the
The City of Austin

1.0   The Contract is hereby amended as follows: Merge the vendor's name and other information as requested on: June 18, 2015

	From	**To**
Vendor Name	Brazos Technology Corporation	**Tyler Technologies, Inc.**
Vendor Code (for City use only)	VS0000035506	V00000931737
Vendor Federal Tax ID (FEIN)	████████████	

2.0   All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 1 is hereby incorporated into and made a part of the Contract.

Joe Barrios
Acting Contract Compliance Supervisor
City of Austin, Purchasing Office

9/4/15

Date

Financial Service Department
Purchasing Office
124 W. 8th St., Austin, Texas, 78701

August 20, 2014

Brazos Technology Corporation
Michael S. McAleer
526 University Drive East, Suite 201A
College Station, Texas 77840

Dear Mr. McAleer:

The Austin City Council approved the execution of a contract with your company for eCitation and eCrash parts, repair and maintenance.

Responsible Department:	Wireless Communications
Department Contact Person:	Arletha Guerrero
Department Contact Email Address:	Arletha.Guerrero@Austintexas.gov
Department Contact Telephone:	(512) 927-3262
Project Name:	eCitation and eCrash parts, repair and maintenance
Contractor Name:	Brazos Technology Corporation
Contract Number:	MA-6400-NS140000043
Contract Period:	August 20, 2014 through August 19, 2016
Extension Options:	Three 12-month Options
Dollar Amounts:	Not to Exceed $2,360,623 for the initial term and Not to Exceed $767,000 for each extension option
Agenda Item Number:	41
Council Approval Date:	June 12, 2014

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Shawn M. Willett

Shawn M. Willett
Corporate Contract Compliance Manager
IT Contract Management and Procurement Team
City of Austin, Purchasing Office

cc: Arletha Guerrero, Wireless Communications

CONTRACT BETWEEN THE CITY OF AUSTIN
AND
Brazos Technology
For
eCitation and eCrash Parts, Repair, and Maintenance

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Brazos Technology ("Contractor"), having offices at 526 University Drive, Suite 201A, College Station, TX 77840.

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.

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 identified in the Scope of Work. 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 Michael S. McAleer, Phone: (979) 690-2811 x1501, Email Address: mmcaleer@brazostech.com. The City's Contract Manager for the engagement shall be Arletha Guerrero, Phone: (512) 927-3262, Email Address: Arletha.Guerrero@austintexas.gov. 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 and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK.

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all Deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 3. COMPENSATION:

3.1 **Contract Amount.** The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work, as described herein. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not to exceed $2,360,623 for the initial term, $767,000.00 for the first extension, $767,000.00 for the second extension, and $767,000.00 for the third extension, for a total estimated contract amount not to exceed $4,661,623.00 comprising the software maintenance and support fees.

3.2 **Invoices.**

3.2.1 **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 Contractor'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	Communication Technology Management or (CTM)
Attn:	Accounts Payable
Address	PO Box 1088
City, State, Zip Code	Austin, TX 78767

3.2.2   Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

3.2.3   Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.2.4   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.

3.3   **Payment.**

3.3.1   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.

3.3.2   **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.**

3.3.3   The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.3.3.1   delivery of defective or non-conforming Deliverables by the Contractor;

3.3.3.2   third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3.3   failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.3.3.4   damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.3.5   reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.3.6   failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.7   failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.4   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.

3.3.5   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.

3.4   **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. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

SECTION 4. TERM AND TERMINATION

4.1   **Term of Contract.** The Contract shall be in effect for an initial term of 24 months and may be extended thereafter for up to 3 additional 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).

4.2   **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.** The Contractor shall be in default under the Contract if the Contractor (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 Contractor's Offer, or in any report or Deliverable required to be submitted by Contractor to the City.

4.4   **Termination For Cause.**. In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. 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 perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a 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 be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. 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 thirty (30) 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, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6   **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or Deliverable required to be submitted by the Contractor to the City 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.

        5.1.1.5   The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

        5.1.1.6   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.

        5.1.1.7   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

        5.1.1.8   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.

5.1.1.9   If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, 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.

5.1.1.10   The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11   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, and exclusions 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.

5.1.1.12   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.

5.1.1.13   The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14   The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

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   Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2   Contractor/Subcontracted Work.

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   **Professional Liability Insurance**. The Contractor shall provide coverage, at a minimum limit of $1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission, or breach of security (including but not limited to any confidential or private information) arising out of the performance of professional services under this Agreement. The required coverage shall extend to technology licensed and/or purchased, including any Software licensed or Hardware purchased under this Contract. If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

5.1.2.3   **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.3.1   Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

5.1.2.3.2   Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

5.1.2.3.3   The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.2.4   **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 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:

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

5.1.2.4.2   Waiver of Subrogation, Form WC420304, or equivalent coverage.

5.1.2.4.3   Thirty (30) calendar days Notice of Cancellation, Form WC420601, or equivalent coverage.

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. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit B. 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 **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.

5.3.1 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.

5.4 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.5 **Publications**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 6. WARRANTIES

6.1 **Warranty – Price.**

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer 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.

6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

6.2 **Warranty – Services.** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.2.2   Unless otherwise specified in the Contract, the warranty period shall be <u>at least</u> one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.2.3   If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

6.3   **<u>Warranties by Licensor against Infringements</u>.**

6.3.1   The Licensor represents and warrants to the City that:

(i)   the Licensor shall provide the City good and indefeasible license or sublicense to the Deliverables (as appropriate) and
(ii)   the Deliverables supplied by the Licensor in accordance with the specifications in the Contract do not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party;
(iii) that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and
(iv)   the Licensor does not know of any valid basis for any such claims.

6.3.2   The Licensor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from:

(i)   any claim that the City's exercise of the rights associated with the City's ownership, or if applicable, license rights, and its use of the Deliverables as set forth in this Contract infringes the intellectual property rights of any third party; or
(ii)   the Licensor's breach of any of Licensor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim at its own expense or at its option engage its own separate counsel to act as co-counsel on the City's behalf.

6.3.3   Further, Licensor agrees that the City's specifications regarding the Deliverables shall in no way diminish Licensor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Licensor. If a claim described above may be or has been asserted, City shall permit Licensor, at Licensor's expense, to provide one of the following remedies in the following prioritized order, all at no additional cost to City:

(i)   procure the right to continue using the Software; or
(ii)   replace or modify the Software to eliminate the infringement while providing substantially equivalent functional performance. If Licensor remedies the claim by providing City replacement Software, City may reject such option, if in its reasonable judgment the replacement Software does not provide equivalent functional performance.

6.3.4   Licensor shall have no indemnity obligation to the City under this Section if the infringement claim results from and would not have occurred but for (i) a modification of the Intellectual Property not provided by Licensor or authorized in writing by an authorized representative of Licensor, (ii) the

failure to use any corrective update or the most recent version of the Intellectual Property, provided at no cost to the City, or (iii) the combination of the Intellectual Property with other non-Licensor products, other than such other Software as is reasonably intended for use with the Intellectual Property and approved in advance by an authorized representative of Licensor.

6.4 **No Warranty by City Against Infringement.** The Contractor represents and warrants to the City that: (1) the Contractor shall provide the City good and indefeasible title to the Deliverables and (2) the Deliverable supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, and patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (1) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of Deliverables infringes the intellectual property rights of any third party; or (2) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.

6.5 **Warranty - Software and other Non-Service Deliverables.** The Licensor warrants and represents that during the Warranty Period all Deliverables purchased, licensed, or sublicensed to the City under the Contract shall be free from material defects in design, workmanship or manufacture, will function substantially in accord with their documentation, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Licensor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards.

6.5.1 The Licensor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

6.5.2 Unless otherwise specified in the Contract, the warranty period shall be not less than one year from the date of Final Acceptance of the Deliverables or from the date of Final Acceptance of any replacement Deliverables. If during the Warranty Period, one or more of the above warranties in this Section are breached, the Licensor shall promptly upon receipt of demand either use commercially reasonable efforts to correct the non-conforming Deliverables, or replace the non-conforming Deliverables with materially conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Licensor. The City shall endeavor to give the Licensor written notice of the breach of warranty within thirty (30) days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section. If City elects to allow Licensor to correct the non-conforming Deliverable and notifies Licensor before the expiry of the Warranty Period that the Software does not function substantially as warranted, Licensor shall use commercially reasonable efforts to rectify each such non-conformity within the Warranty Period. If any such non-conformity, which has been reasonably verified or replicated by Licensor, has not been rectified by Licensor within the Warranty Period, the Warranty Period shall be extended until such non-conformity is rectified but in no case more than thirty (30) days from notice date. If during the Warranty Period, a non-conformity remains uncorrected for more than thirty (30) days from the time Licensor is informed of the non-conformity, then the City may (at its sole discretion and as its sole and exclusive monetary remedy): (i) reduce the quantity of Deliverables it may be required to purchase under the Contract from the Licensor, and obtain an immediate refund of money paid by the City for the non-conforming Deliverables; provided, however, that in

addition to (and notwithstanding the foregoing) the City may seek any other monetary remedy available under this Agreement if Licensor fails to use its reasonable best efforts to correct the non-conformity. In addition, and notwithstanding the above, this paragraph shall not apply to any contractual requirements on Licensor to provide either insurance or indemnification and shall not limit the operation of or remedies provided by those sections of the Contract. Licensor warrants that it will perform a standard virus check for known viruses prior to shipping the Software to City. Additionally, Licensor warrants that, to its knowledge, it has not inserted any time bomb or other similar disabling device into the Software. Licensor warrants and represents that it has taken reasonable steps in accordance with its standard procedures to test the Licensed Programs for which a license is granted hereunder for spy ware and malware code and for code that collects and/or distributes information without Licensee's or the actual user's consent (hereafter referred to as "Invasive Code"); that to Licensor's best knowledge the Licensed Programs are free of Invasive Code as of the date of delivery by Licensor, and that Licensor will continue to take such reasonable steps with respect to future enhancements or modifications to the Licensed Programs. Licensee will also take reasonable steps in its other procurements and in the operation of its operating environment to monitor for and detect the presence of Invasive Code from other sources.

6.5.3   If the Licensor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Licensor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Licensor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

SECTION 7. MISCELLANEOUS

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

7.1.1   disposal of major assets;

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

7.1.3   any significant termination or addition of provider contracts;

7.1.4   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;

7.1.5   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;

7.1.6   reorganization, reduction and/or relocation in key personnel;

7.1.7   known or anticipated sale, merger, or acquisition;

7.1.8   known, planned or anticipated stock sales;

7.1.9   any litigation against the Contractor; or

7.1.10   significant change in market share or product focus.

7.2   **Right To Audit.**

7.2.1   The Contractor agrees that 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, examine, or reproduce, any and all records of the Contractor related to the performance 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.

7.2.2   The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

7.3   **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 violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.4   **Indemnity:**

7.4.1   Definitions:

7.4.1.1   "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.4.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.4.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.4.1.2   "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.4.2   **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING 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. 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.**

7.5   **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. 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.

7.6 **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	Brazos Technology
ATTN: Contract Administrator	ATTN: Michael S. McAleer
P O Box 1088	526 University Drive, Suite 201A
Austin, TX 78767	College Station, TX 77840

7.7 **Confidentiality.** In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or 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 Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor 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.

7.8 **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.

7.9 **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, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.10 **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 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. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.11 **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.

7.12 **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.

7.13 **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 the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor 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.

7.14 **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.

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

7.16 **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. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.17 **Dispute Resolution.**

7.17.1 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.

7.17.2 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.

7.18 **Subcontractors.**

7.18.1   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.

7.18.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.18.2.1   require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.18.2.2   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;

7.18.2.3   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;

7.18.2.4   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

7.18.2.5   require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.18.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.18.4   The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

7.19   **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 the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.20   **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.

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

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
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.

7.22   **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.

7.23   **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.

7.24 **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.austintexas.gov/sites/default/files/files/Finance/Purchasing/standard-purchase-definitions.pdf .

7.25 **Order of Precedence.** The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

 7.25.1 any exceptions to the Offer accepted in writing by the City;

 7.25.2 the Supplemental Purchase Terms and Conditions;

 7.25.3 the Standard Purchase Terms and Conditions;

 7.25.4 the Offer and exhibits; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.

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

Brazos Technology

By: _~Michael McAleer~_
Signature

Name: _Michael S. McAleer_
Printed Name

Title: _President_

Date: _8-19.2014_

CITY OF AUSTIN

By: _Shawn Willett_
Signature

Name: _Shawn Willett_
Printed Name

Title: _Corp Contract Compl Mgr_

Date: _8-20-14_

List of Exhibits

Exhibit A   Pricing Agreement and Statement of Work

Exhibit B   Software License and Maintenance Agreements

Exhibit C   Non Discrimination Certification

Exhibit A
Pricing Agreement and Statement of Work

Electronic Citations Phase II

Scope of Work

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Scope of Work

Purpose

The Austin Police Department is seeking to continue the roll out Phase II and future phases of the e-Citations and e-Crash applications. The initial phase of this project successfully deployed 209 systems. Phase II was to be requested upon the successful implementation of Phase I.

This project will complete Phase II and future phases of the e-Citation and e-Crash project with the purchase of e-Citation and e-Crash devices, software, hosting and warranty services, maintenance, parts and accessories. The new contract will outfit the additions to APD's vehicle fleet as well as to equip the complement (561 vehicles) of APD's existing fleet. All patrol vehicles will be equipped with e-Citation handheld ticket writers, printers, and other related necessities.

The project will also provide like equipment to the Austin Fire Department, Austin Transportation Department and other departments, based on the need.

The electronic citation system replaces the manual process of citation issuance and citation data entry still used by a majority of APD patrol officers. Most citations are written out by hand by the police officer and the Municipal Court uses the written ticket to manually input the citation data into the court's judicial enforcement management system (JEMS).

The e-Citation solution has proven its worth in improved officer safety, time saved in traffic stops, increased accuracy, reduced costs in ticket processing, and overall improved service to citizens. Electronic citations increase safety by allowing for quicker citation issuance, thereby lessening the time that an officer and citizen are parked on the side of a roadway. Citations and crash forms are more accurate as the system automatically populates fields by scanning bar codes and magnetic information strips from identification cards and vehicle registration stickers. The electronic citation system also provides for near-real time data gathering and forwarding to APD's electronic data warehouse, which facilitates the effective and efficient deployment of traffic officers on a daily basis. The citations are uploaded and transferred to the JEMS electronically for use in fine collection and legal proceedings. The system also provides statistical and state required reporting.

The scope of work for Phase II for the City of Austin Police Department and Municipal Court Electronic Citation system includes, but is not limited to, the following:

- Department specific custom interfaces
- Provision of hand-held citation devices
- Provision of portable printers
- Provision of applicable peripherals
- Provision of magnetic stripe and barcode readers
- System installation and setup
- Implementation support services
- Training (Administrator and end user training and materials)
- Product documentation
- System testing, fixes and configuration
- Maintenance and support
- Project management
- E-Z Street Draw diagramming software
- CarFax Interface
- ARIC Interface
- Provision of Third Party Software (if applicable)
- Provision of drawings that show the entire flow of data throughout the system..
- Detailed design of the Electronic Citation system for Phase II
- Deployment plan for Phase II and future phases
- Substation readiness (i.e. electrical, wiring, networking and other needs)
- TxDOT Submission Services
- Enhanced Business Intelligence Turn-key reporting functionality with ad-hoc and canned reporting tool for Citations and Crash data.
- Citations and Crash data access via MicroStrategy
- Thermal paper for citation issuance and crash information
- Most up to date e-Citation/e-Crash equipment recommended by Vendor
- Any software needed for future enhancements
- Direct interface with the Municipal Courts Case Management system without the need for an interim server

Summary

This Contract covers the City's purchase of the Brazos Technologies Hosted Citation System. The implementation of the Phase II Electronic Citation system would have the following benefits:

- Continued Officer Safety

- Continued Citation Accuracy – Eliminates the typical errors associated with handwritten citations

- Continued Efficiency - Data from the citation form can be electronically transferred to the necessary back-end system(s) without manual intervention

- Continued Safety - Enables officers to clear traffic stops much faster, which significantly increases officer safety and minimizes trips from violator's vehicle to patrol unit.

Scope
Task 1 – Project Management

The purpose of this phase is to initiate, organize, and define the overall scope and approach of the project. The following deliverables/activities will be created or performed during this phase of the project:

Deliverable	Purpose/Description	Acceptance Criteria	Key Activities/Responsibility
Project Plan	The Project Plan expresses the understanding of the project in writing and how to accomplish the project objectives.	This deliverable is completed when the Project Plan defines the goals of the project, critical success factors, key deliverables, resource roles, and project management procedures.	Create and Maintain: City with input from Brazos. Review and Approve: City
Project Schedule	The Project Schedule will detail Work Breakdown Structure and its tasks, timeline and resources needed for the lifespan of the project.	MS Project will be used as the scheduling tool.	Create and Maintain: Brazos Technologies with acceptance by City.
Project Trip Reports	The Trip Reports define the on-site objectives and include a daily site visit schedule that identifies tasks, resources required, etc.	This deliverable is completed for each scheduled on-site by BRAZOS.	Create and Maintain: BRAZOS with acceptance by City.
Action / Issue / Task List	Issue/Task Log will detail the tasks / issues required to meet the goals and objectives in the Project plan.	This deliverable is an on-going document and will be used to manage all items listed until resolved.	Create and Maintain: BRAZOS and City. Review and approve: BRAZOS and City.
Project Risk, Change Management, and Acceptance	The project Risk, Change Management, and Acceptance lists document items related to these specific areas of project management.	Known changes, risks, and issues are recorded and updated to reflect current status of the project.	Create and Maintain: City Project Manager. Input: City and BRAZOS.
Requirements Specification Documents	Provides the ground work for BRAZOS development needs and implementation instructions of designed solution.	Used for design acceptance and agreement to implement as specified.	Create and Maintain: BRAZOS Design Engineer Input: City and BRAZOS. Sign-off: Austin Sponsor, Agenda Manager, and City Clerk.
Project Status	The weekly project status reports provide current information as to the status of in process tasks, future tasks, new issues, new change requests, and the overall state of the project.	Project sponsors and project team members are informed of the status of the project on a weekly basis.	Create and Maintain: City Project Manager with input from BRAZOS and the Project Team.

Task 2 – Business Analysis

This phase will see BRAZOS working with all product end user and project stakeholders to gather, document, and verify business processes and requirements. The following deliverables/activities will be created or performed during this phase of the project:

Deliverable	Purpose/Description	Acceptance Criteria	Key Activities/Responsibility
Business Process Analysis	Analysis of City and business processes, meeting types, input and output requirements related to implementation of BRAZOS application.	Findings from analysis are documented in a requirement specification. Analysis documentation is reviewed and approved through signature for implementation to start.	Analysis: BRAZOS and City. Document findings – BRAZOS. Review and approve documentation: City. Formal sign-off required of design specification to start implementation.
End-to-End Business Process Flow of the proposed system	Pictorial representation of the entire data flow of the proposed system.	Business process flow diagram (created in Visio) will be reviewed and approved prior to implementation by the City.	Create: BRAZOS Accept: City and City Project Team
Network Design Diagram	Pictorial representation of the System	Network Design (created in Visio) will be reviewed and approved prior to implementation by the City	Create: BRAZOS Accept: City and City Project Team

Task 3 – Product Implementation

This phase entails the bulk of the project and encompasses the preparation, implementation, and acceptance of the System. The following deliverables/activities will be created or performed during this phase of the project:

Deliverable	Purpose/Description	Acceptance Criteria	Key Activities/Responsibility
Install BRAZOS	BRAZOS is installed in the City Production environment.	Application can be brought up without error. The System installation is documented and understood by City resources responsible for implementation and ongoing support.	Install – BRAZOS with assistance from City Resources.
System Configuration	BRAZOS application to be configured to accommodate City	Configuration / designs / functionality are reviewed and approved by City.	Configure System: BRAZOS and City. Review and approve: City
Acceptance Testing	Testing and validating system functionality. Test scripts will include expected results as to functionality and business objectives met. Test case scenarios are conducted, results are documented and compared to expected results, identified problems are resolved and retesting occurs as necessary.	Testing of BRAZOS solution System Testing is reviewed for completeness. Test results are reviewed and approved. Problem resolutions are verified and approved.	Create test plan: BRAZOS with assistance from City Acceptance Testing Problem Resolution: BRAZOS Verification: City and BRAZOS
Implementation to Production	BRAZOS application is migrated to the hosted production environment.	Production change notification sent. BRAZOS application brought up successfully in production environment.	Implement: BRAZOS with assistance from City.

Task 4 – Training

This phase will see BRAZOS deliver training and training materials in order to ensure all users understand how to use the System and technical team can best support the System, as well as provide the knowledge and tools necessary for the City to train any new users. The following deliverables/activities will be created or performed during this phase of the project:

Deliverable	Purpose/Description	Acceptance Criteria	Key Activities/Responsibility
Training	Coordinate training as required in some cases using train the trainer sessions.	Training has been held for all work areas affected by the new System. ; Court Personnel: 15 students 1 day; Admin training: 15 students 1 day; Other departmental personnel as needed: 15 students 1 day	BRAZOS will provide with assistance from City. Train the trainer approach.

Task 5 – Project Closure

This activity brings the project to completion. Documentation necessary to support the System is completed, the project solution is turned over to City production support, and the project is closed out. A meeting will be coordinated with BRAZOS College Station office to formally hand off from BRAZOS Project Team to BRAZOS long term support group. The following deliverables/activities will be created or performed during this phase of the project:

Deliverable	Purpose/Description	Acceptance Criteria	Key Activities/Responsibility
Application Profile and Related Support Documentation	Provides basic information describing the application, user community, architecture, etc., for support purposes, to include disaster recovery information.	The fundamental information for supporting the application is available and primary and secondary support staff is identified.	Create and Review: City and Project Staff. Approval: City project manager.
Post Project Review	Evaluation of the success of the project and lessons learned.	Findings are reviewed by the project team. All agree that the artifact accurately reflects the project successes and areas for improvement.	Post Project Review: City Project Manager and Project Team. Post Project Audit: Communications and Technology Management Project Management Office.
Project Hand-Off to BRAZOS SLC Support	A meeting to be coordinated with BRAZOS Salt Lake Support office to formally hand off from BRAZOS Project Team to BRAZOS long term support group.	Completion of call with BRAZOS Support Operations Director and City long term staff support.	Support Hand-Off: City Project Manager and City Long Term Support. BRAZOS Project Manager and Director of Operations.

Phase II Payment Milestones
A logical implementation plan will be designed to install and configure the BRAZOS suite of products specified in the scope of work as each component builds on the other. The final project plan with deliverable dates and payment milestones will be delivered to and approved by the City as a deliverable of Milestone 1. The following are the recommended milestones with accompanying costs and completion criteria:

Phase II
Milestone 1 – Deployment

1) Procurement of Handhelds and peripherals
2) Procurement of Printers and peripherals
3) Installation of Software in Test Environment
4) Installation of Hardware
5) Implementation of Hosted Solution
6) Administrative Training Classes and Delivery of Accompanying Training Manuals
7) Delivery of all Manuals and Documentation Associated with Milestone 1
8) Technical Manuals and Documentation
9) All Milestone 1 Associated Acceptance Testing
10) All Milestone 1 Associated Training and Delivery of Accompanying Training Manuals
11) Maintenance costs
12) Enhanced Business Intelligence Turn-key reporting functionality with ad-hoc and canned reporting tool for Citations and Crash data.

Milestone 1 Payment not to exceed: $ 1,593,623
Milestone 1 Completion Criteria: Milestone 1 shall be considered complete when all of the actions listed above (1 through 11) have been successfully completed. The Contractor will submit documentation of the task completion to the City, and the City will provide written acceptance thereof, which acceptance shall not be unreasonably withheld or delayed. Milestone 1 is contingent upon funding availability.

Milestone 2 – Deployment

1) Procurement of Handhelds and peripherals
2) Procurement of Printers and peripherals
3) Installation of Software in Test Environment
4) Installation of Hardware
5) Implementation of Hosted Solution
6) Implementation of applicable interfaces
7) Administrative Training Classes and Delivery of Accompanying Training Manuals
8) Delivery of all Manuals and Documentation Associated with Milestone 2
9) Technical Manuals and Documentation
10) All Milestone 2 Associated Acceptance Testing
11) All Milestone 2 Associated Training and Delivery of Accompanying Training Manuals
12) Maintenance costs

Milestone 2 Payment not to exceed: $ 767,000

Milestone 2 Completion Criteria: Milestone 2 shall be considered complete when all of the actions listed above (1 through 11) have been successfully completed. The Contractor will submit documentation of the task completion to the City, and the City will provide written acceptance thereof, which acceptance shall not be unreasonably withheld or delayed. Milestone 2 is contingent upon funding availability.

Milestone 3 – Deployment

1) Procurement of Handhelds and peripherals
2) Procurement of Printers and peripherals
3) Installation of Software in Test Environment
4) Installation of Hardware
5) Implementation of Hosted Solution
6) Administrative Training Classes and Delivery of Accompanying Training Manuals
7) Delivery of all Manuals and Documentation Associated with Milestone 3
8) Technical Manuals and Documentation
9) All Milestone 3 Associated Acceptance Testing
10) All Milestone 3 Associated Training and Delivery of Accompanying Training Manuals
11) Maintenance costs

Milestone 3 Payment not to exceed: $ 767,000

Milestone 3 Completion Criteria: Milestone 3 shall be considered complete when all of the actions listed above (1 through 11) have been successfully completed. The Contractor will submit documentation of the task completion to the City, and the City will provide written acceptance thereof, which acceptance shall not be unreasonably withheld or delayed Milestone 3 is contingent upon funding availability.

Milestone 4 – Deployment

1) Procurement of Handhelds and peripherals
2) Procurement of Printers and peripherals
3) Installation of Software in Test Environment
4) Installation of Hardware
5) Implementation of Hosted Solution
6) Administrative Training Classes and Delivery of Accompanying Training Manuals
7) Delivery of all Manuals and Documentation Associated with Milestone 4
8) Technical Manuals and Documentation
9) All Milestone 4 Associated Acceptance Testing
10) All Milestone 4 Associated Training and Delivery of Accompanying Training Manuals
11) Maintenance costs

Milestone 4 Payment not to exceed: $ 767,000

Milestone 4 Completion Criteria: Milestone 4 shall be considered complete when all of the actions listed above (1 through 11) have been successfully completed. The Contractor will submit documentation of the task completion to the City, and the City will provide written acceptance thereof, which acceptance shall not be unreasonably withheld or delayed Milestone 4 is contingent upon funding availability.

Milestone 5 – Deployment

1) Procurement of Handhelds and peripherals
2) Procurement of Printers and peripherals
3) Installation of Software in Test Environment
4) Installation of Hardware
5) Implementation of Hosted Solution
6) Administrative Training Classes and Delivery of Accompanying Training Manuals
7) Delivery of all Manuals and Documentation Associated with Milestone 5
8) Technical Manuals and Documentation
9) All Milestone 5 Associated Acceptance Testing
10) All Milestone 5 Associated Training and Delivery of Accompanying Training Manuals
11) Maintenance costs

Milestone 5 Payment not to exceed: $ 767,000

Appendix A

Functional Requirements
The System shall meet or exceed all of the following Functional Requirements.

Req Nmbr	Priority	Requirement Description	Vendor Response	Vendor Response Description
Phase II-F001	Must Have	The solution shall have the ability to be agency specific.	Solution will be agency specific	The DACC will be able to specify their own requirements, officers and offenses.
Phase II-F002	Must Have	The Brazos Software shall add the task of DACC Citation to the drop down list	DACC can be made a separate task.	DACC can be made a separate task, though it may be to the city's benefit to allow the DACC users to utilize the same task as APD, but restrict the court they can write to and the offenses presented.
Phase II-F003	Must Have	The citation number shall include no alpha characters	Citation numbers will contain no alpha characters	Brazos Technology will set the citation numbering scheme to meet DACC requirements.
Phase II-F004	Must Have	The Citation number shall be no less than 8 characters long	Citation number length will be at least 8 digits	Citation number length can be customized to meet DACC requirements.
Phase II-F005	Must Have	The DACC Citation shall include, but not be limited to, the following fields: o Race o Sex o Date of Birth o Last Name, First Name o Street Address o City o State o Zip Code o Violation Date o Violation time o Violation Location o Violation A	All fields specified can be captured.	All of the fields specified are captured for APD and can be captured for the DACC. What is the Violation A?
Phase II-F006	Must Have	The citation shall accommodate fields for more than one charge	Multiple charges can be written to one citation.	Brazos Technology can write multiple violations to one citation as is done for APD.
Phase II-F007	Must Have	The solution shall have a standardized method for an officer to easily identify the violator as not having a home address Homeless.	Brazos will create a method to designate a violator as being homeless.	Brazos will add a "Homeless" checkbox for the officer to designate a violator as homeless.

Req Nmbr	Priority	Requirement Description	Vendor Response	Vendor Response Description
Phase II-F008	Must Have	The solution shall send the word Homeless in the Street Address field when the Officer has identified the violator as not having a home address	Brazos will send "Homeless" in the street address field for a violator designated as homeless.	Brazos will cause the Homeless checkbox to fill the address information as requested for the DACC. We will need to consider how any downstream systems accommodate violator address information.
Phase II-F009	Info Only	The label "Court Appearance Time" on the DACC Citation shall remain the same as on the current DACC citation	Brazos will keep the "Court Appearnace Time" label.	Brazos will label the "Court Appearance Time" as requested by the DACC.
Phase II-F010	Must Have	The Court Appearance Time shall always reflect 1:30om	Brazos will set the Court Appearance time to 1:30 for all DACC citations.	Brazos will set the Court Appearance time to 1:30 for all DACC citations.
Phase II-F011	Info Only	The label "Court Location" shall remain the same as on the current DACC citation	Brazos will keep the "Court Location" label.	Brazos will keep the "Court Location" label.
Phase II-F012	Must Have	The Court Location shall display the location of the DACC (address will be provided.	Brazos will display the DACC address next to the Court Location label.	Brazos will display the DACC address next to the Court Location label.
Phase II-F013	Must Have	The Court Appearance Date field shall populate automatically with a date that is (+) 3 business days from the Violation Date	Brazos will calculate the Court Appearance Date as requested by the DACC.	Brazos can calculate a court date for the DACC automatically. The DACC must define the days that are not business days to account for all Federal, State, Municipal and Court holidays.
Phase II-F014	Expected	The Court Appearance Date shall print on both the Court copy and the defendant copy.	Brazos will print the Court Appearance Date on both the court and violator copies.	Brazos can print the Court Appearance Date on any and all documents needed.
Phase II-F015	Info Only	The DACC Violations are only Class C Misdemeanors.		
Phase II-F016	Info Only	The DACC Citations will never be a Traffic Citation		
Phase II-F017	Must Have	The Citation shall have the letters 'DACC' as a watermark for citations.	Brazos can print a watermark on the court copy of the citation.	Brazos can print a watermark on the PDF of a citation. If this is referring to the violator copy, we will need more information about this requirement.

Req Nmbr	Priority	Requirement Description	Vendor Response	Vendor Response Description
Phase II-F018	Must Have	Citations issued with DACC Task will be placed into a specific DACC zip file when downloaded to the SFTP Server.	Citation written to the DACC court will be placed in a specified DACC zip file.	Brazos will keep citations written to the DACC separate from those written to the Municipal Court and deliver them via their own zip file.
Phase II-F019	Must Have	Each issuing agency shall see only those charges applicable to that department	Charges will be filtered by the department of the issuing agency.	Brazos will allow each agency to specify the charges that are available to its issuing officers.
Phase II-F020	Must Have	The legalese portion of the citation shall be dictated by DACC.	Citation legalese will be that specified by the DACC.	Citations written to the DACC will use the legalese specified by the DACC.
Phase II-F021	Must Have	The Legalese for the DACC citations shall be different than that of Municipal Court.	Citation legalese will be that specified by the DACC.	Citations written to the DACC will use the legalese specified by the DACC.
Phase II-F022	Must Have	The citation will have instructions on the citation such as the paper copy	Brazos will print the instructions on the violator copy as specified by the DACC.	Brazos will print the instructions on the violator copy as specified by the DACC.
Phase II-F023	Must Have	The legalese on the citation shall be able to be changed at any time by authorized Court Personnel.	Authorized DACC users will be able to update DACC citation legalese and deploy the changes to users.	The Brazos Web Portal allows administrators to access our Print Job Editor. From there, the legalese of the violator copy of the citation can be edited. They can then publish the change to users.

All Phase Requirements
The System shall meet or exceed all of the following Technical Requirements.

Req Nmbr	Priority	Requirement Description	Vendor Response	Vendor Response Description
F001	Expected	The solution shall use a combination of 2010 (or more current) model hand-held and Panasonic Toughbook (or equivalent) technology.	Base Functionality	The Brazos Solution is completely device-independent and operates on any device with a Windows operating system. This includes handhelds, laptops (including Panasonic Toughbooks), cell phones, etc.
F002	Must Have	The solution shall run on the City's existing Panasonic Toughbooks, models CF29, CF30 and CF31.	Base Functionality	We have deployed our solutions on all listed Toughbooks and will commit to supporting any Panasonic product desired by the City.

Req Nmbr	Priority	Requirement Description	Vendor Response	Vendor Response Description
F003	Expected	The solution's hand held device shall have color LCD screen.	Base Functionality	The recommended Motorola MC75A has a 3.5-inch color LCD screen, which is considered to be one of the top screens on the market today.
F004	Expected	The solution's hand held device manufacturer shall have the option of a comprehensive warranty plan that covers accidental damage and/or 'wear and tear' to the hardware.	Base Functionality	Motorola offers a 3-year (or 5-year) comprehensive no-fault warranty which includes accidental damage and wear-and-tear to the device. Zebra offers an extended warranty, however this does not cover accidental damage. Thus we do not generally recommend that our customers purchase it. In our experience with over 180 law enforcement customers who use the Zebra printers, the printers are durable and hold up well over time.
F005	Must Have	The proposer shall describe, in detail, the warranty for covered items that are damaged beyond normal wear and tear.	Base Functionality	The Motorola Bronze Service plan covers the following: • Covers normal wear and use • Comprehensive coverage: normal wear and coverage, plus accidental breakage (outer casing, screen, exit window, keypad, internal and external components, stylus, hand strap, screen protectors, battery doors, etc.) • Includes all materials, parts, and labor • 3-day repair turnaround
F006	Must Have	The solution's hand held device hardware replacements shall be new hardware not refurbished.	Base Functionality	All equipment for this project is guaranteed to be brand new and not refurbished. The turnaround time for the Motorola devices on the Bronze Service plan is 3 days.

Req Nmbr	Priority	Requirement Description	Vendor Response	Vendor Response Description
				If the City would prefers to upgrade to the Gold Service plan, Motorola guarantees one day turnaround on replacements. Please note that all replacements for repair will not necessarily be new units.
F007	Must Have	The solution shall have a non-volatile memory, so if the handheld or the Toughbook loses power, data will not be lost and once re-initialized, the solution will regain the last entry.	Base Functionality	Yes, the Brazos Solution supports the non-volatile requirement. All data are saved in non-volatile memory on the device until the device is next synced. At that point all data are transferred to the central eCitation server.
F008	Must Have	The solution's hand-held units shall have enough of a NIT rating to prevent glare in the daytime and allow users to view the screen at night.	Base Functionality	The Motorola MC75A product is the preferred handheld platform at all of our public safety customers due to the brightness of the screen. The Light Immunity Readability for the MC75A is: 1) Incandescent = 450 ft. candles, 2) Sunlight = 8000 ft. candles, and 3) Fluorescent = 450 ft. candles.
F009	Must Have	Users of the system should be able to configure the GUI, per user preference, for their needs without impacting the overall system or other users.	Base Functionality	The Brazos Solution is 100% configurable to the City's needs. Using our BuildIT web-based frontend, we can almost exactly duplicate the City's existing citation format, workflow, processing, etc. Unlike many of our competitors, our solution is much more server instead of device centric. This means that user customizations are defined on the server (i.e. officer favorite offenses). With this solution, all ticket writers at the City will have and load that officer's settings when they log in. With device centric customizations, those customizations are lost if the device is replaced or if the officer gets another ticket writer.

Req Nmbr	Priority	Requirement Description	Vendor Response	Vendor Response Description
F010	Expected	The hand held solution's battery supply shall last for a minimum 10 hours without the need for recharging.	Base Functionality	The MC75A utilizes an Extended Life Battery for continuous use during a 12-hour shift. The recommended charging solution is the Motorola 4-Bay Ethernet charging/syncing cradle. The loader/charger has an LED light indicating charge level. The MC75A must charge for four hours for maximum usability. Additional batteries and battery chargers may be purchased, in which case the MC75A may be used around the clock 24 x 7 simply by switching out the battery.
F011	Expected	The hand held solution's battery shall be able to be docked and recharged in the vehicle. (the vehicles and motorcycles utilize DC outlets)	Base Functionality	Yes, the MC75A devices can be re-charged via a RAM mount in the vehicle.
F012	Expected	The hand held solution's battery shall be able to be recharged on a Motorcycle.	Base Functionality	The proposed solution includes the charging cables required for recharging the battery on a 12V DC system (motorcycle).
F013	Must Have	The solution shall enable the agency to fully customize the layout of the citation printout.	Base Functionality	The City will define and control the layout of the citation printout via our web-based print job editor tool within BuildIT. This means that not only is the printout completely customizable, any future changes can be made by the City (or Brazos support) at no additional cost to the City.
F014	Desired	The solution shall be able to support Spanish character sets in the header and footer area of the citation/warning.	Base Functionality	Yes, our web-based printjob editor allows us to provide any language desired by the customer.
F015	Must Have	The solution's citation print out shall be identical from both the mobile computers and handheld ticket writers.	Base Functionality	The same screens and printouts will be used for the handhelds and the Toughbooks. The only change required will be a slight modification of the on-screen layouts due to physical screen size on the devices.

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F016	Must Have	The solution's application shall be able to print the citation and violator instructions from the hand held units and Toughbooks, in fewer than 30 seconds.	Base Functionality	While the actual printing time will vary some depending upon the citation layout and legalese required by the City, the longest citation printout at an existing Brazos Technology customer is 16 inches long, which includes citation information, legalese, violator instructions, and a fine schedule. The total time from when the officer hits the 'Print' button to print completion is 15 seconds (which also includes saving the citation record).
F017	Must Have	The solution shall only print citations/warnings after all the data has been entered and the data saved.	Base Functionality	This is how the Brazos Solution is designed to work. The City will define and control the business rules for the eCitation and can choose to prevent a user from printing a citation until the data are saved.
F018	Desired	The solution shall support other forms of paper products in the printers, not just thermal paper.	Base Functionality	The recommended Zebra printer generally prints on thermal paper, which is warranted against fading for 20 years. However, other non-thermal paper is available as well, including UV-coated paper, waterproof paper, etc. (price can be quoted if desired by the City). Additionally, if the City desires to use other printers, the Brazos Solution will support any printer desired by the City.
F019	Must Have	The solution shall have the ability to reprint a citation from the hand held and the Toughbooks.	Base Functionality	The officer can re-print a citation or warning from the handheld and/or Toughbook while logged into the device. If the City would like to record whether a citation was re-printed, we can track that information and provide it via the Citation Detail Report.

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F020	Must have	The solution shall support the capture of the violator's signature.		The MC75A has a touch screen that can be used to capture the violator's signature. We have included an add-on signature pad for the Toughbooks in our price proposal. Please note that most agencies have elected not to use the signature pad due to the lack of text support which would allow the violator to see what they are signing for. That being the case, most laptop customers are having the violator sign a copy of the citation and then scanning that image for the court records. Either way, all citation information is electronically uploaded to the Court and RMS systems.
F021	Expected	The solution shall support the capture of the signature of personnel issuing the citation/warning. (Note: The issuing personnel may be either sworn or non-sworn).	Base Functionality	The Brazos Solution allows the City to capture as many signatures as desired – from both the violator and the sworn or non-sworn personnel. These signatures are then associated with the citation number and travel through the system with the citation data according to the workflow defined and controlled by the City in BuildIT.
F022	Must Have	The solution shall support the printing of the signature of the violator on the violator's copy of the citation.	Base Functionality	The City will define and control the layout of the printed citation via BuildIT. Whatever signatures the City wants to have printed can be included on the citation.
F023	Must Have	The solution shall upload the signature of the violator on the citation to the Courts Case Management System.	Base Functionality	Any signature that the City wants to capture on a citation will be associated with the citation number and travel through the system with the citation data according to the workflow defined and controlled by the City in BuildIT. Additionally, we provide an image of the

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				citation (with or without signatures) to JEMS and Versaterm as a PDF image.
F024	Must Have	The solution shall support the issuing personnel utilizing the hand held unit to accept or reject the signature of the violator.	Base Functionality	The officer is presented with the violator's signature and can reject and clear the signature to force the violator to re-sign. The accept feature is assumed for ease of use.
F025	Must Have	Be able to respond to all problem requests received from the City once system is in production. An initial response will be received within one (1) hour, critical problems will be addressed and resolved within eight (8) hours, with all other production problems addressed and resolved within twenty-four (24) hours.	Base Functionality	Brazos Technology prides itself on customer service and on our support after the sale. Using our web-based technology we offer the most comprehensive maintenance program in the industry. As long as the City stays current with the annual maintenance contract, all of the following will be provided FOR NO ADDITIONAL CHARGE. We offer a multi-tiered support program whereby all problem requests are responded to in order of severity: • Severity 1. Produces an emergency situation in which the Covered Software is inoperable, produces incorrect results, or fails catastrophically. RESPONSE: via telephone within one (1) hour. Brazos Technology will continue to provide best efforts to resolve Severity 1 problems in less than forty-eight (48) hours. • Severity 2. Produces a detrimental situation in which

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				performance (throughput or response) of the Covered Software degrades substantially under reasonable loads, such that there is a severe impact on use; the Covered Software is usable but materially incomplete; one or more mainline functions or commands is inoperable; or the use is otherwise significantly impacted. RESPONSE: via telephone within four (4) hours. Brazos Technology will exercise best efforts to resolve Severity 2 problems within five (5) days. • Severity 3. Produces an inconvenient situation in which the Covered Software is usable, but does not provide a function in the most convenient or expeditious manner, and the user suffers little or no significant impact. RESPONSE: Brazos Technology will exercise best efforts to resolve Severity 3 problems in the next maintenance release. • Severity 4: Produces a noticeable situation in which the use is affected in some way which is reasonably correctable by a documentation change or by a future, regular release from Brazos Technology. RESPONSE: Brazos Technology will provide, as agreed by the parties, a fix or fixes for Severity 4 problems in future maintenance

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				releases.
F026	Must Have	Vendor maintenance plan shall be an all inclusive 'flat fee' that will not require the agency to pay any additional fees for State and Federal mandated changes.	Base Functionality	Brazos Technology never charges a Change Fee. Our maintenance plan is a flat fee plan whereby the City will receive all upgrades, changes, fixes, State and Federal mandated changes, etc. at NO ADDITIONAL CHARGE as long as they stay current with the annual maintenance contract. The cost of the maintenance agreement is built into the license fee for the first year. Thereafter, the annual fee per licensed device and will automatically renew unless cancelled by the City.

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F027	Desired	Any changes made to the solution as requested by the City of Austin shall be at no cost.	Base Functionality	Not only will the City receive all upgrades and major/minor versions of the software, we will make any change to any part of the solution at NO ADDITIONAL CHARGE! Our 'No Change Order' policy will ensure that the City will continue to have a relevant and superior solution for many, many years and will save thousands of dollars in the future.

Part of our strategy for providing outstanding support is keeping all of our customers on the current version of software. Any time we release major or minor updates to the software, that software is updated to the server and automatically downloaded to all devices (with no IT intervention). We also have the ability to remotely update the operating system if needed but will be kept up to date FOR NO ADDITIONAL CHARGE. If for any reason the City decides not to receive these upgrades, Brazos Technology will support up to two versions back. If the software becomes older than two versions, there may be an additional cost to 'catch up' the software if the automatic updating process cannot run unattended. We typically provide minor releases at least once per month with major releases once per quarter. |

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F028	Must Have	Vendor shall provide all necessary training and support documentation in electronic format and/or hardcopies.	Base Functionality	All system documentation is provided in electronic format via our website. The ticket writers themselves have the greatest number of changes during the initial startup phase, so we typically wait until all changes have been completed prior to delivery. The enhancement information is typically not added to the existing documentation until the change is approved and implemented by the city. Changes to the documentation are also only made when Brazos makes the change.

Sample documentation is included in Appendix D.

Our software is extremely intuitive and easy to use (because the officers define how it works), and the officers will be able to write a full ticket with only about 10 minutes worth of training. However, it is not important how fast they learn to use the software but that they can use the software as fast as they write paper tickets.

Training is an underestimated aspect of this project at most cities and is a primary cause for failure. The goal for our training program is that the officers will be able to fill out the citation long-hand (i.e., no DL swipe, VIN decode, or any other aid) and have it printed in less than four minutes. The training class also teaches first level troubleshooting techniques |

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				for when things don't go absolutely perfect—the officer can still be fully operational. It has been our experience that identifying and training a handful of key officers who we think will adapt to the technology quickly and can in turn teach the rest of the officers during the full deployment of the solution works best. Therefore the format that we utilize is a Train-the-Trainer approach. We provide the pilot officers with all of the tools that they need to train the remaining officers. Classroom Training. The pilot officers will be given full device and software training in order to understand and become familiar with the technology. The training process includes producing several test citations with a trainer to ensure comfort with the technology. The duration of this phase is typically very short (one day) as most officers will pick up the technology quickly and be anxious to go out on the street for the practical application portion of training. Practical Application. The practical application phase begins once the officers are familiar with the technology. At this point the pilot officers will begin writing real tickets. This process serves two purposes: 1) we validate the entire process for real prior to engaging the entire police department, and 2) we can have some positive

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				feedback circulating the department prior to full rollout. The duration of this phase is typically one day. Upon completion of this phase, there will likely be some informal training with other officers by the pilot officers, which is okay but should be kept to a minimum until the officers and court are comfortable enough to train the entire force. Court Training. Brazos will provide training to Court personnel to provide them with the ability to identify the integrated ticket information as well as how to access the information directly from Brazos' system. This one-day training takes place on Day 3 of the Train-the-Trainer class as outlined below. Our training class has also been approved by TCLEOSE for other departments so that the officers may be able to receive credits for the time spent in training.
F029	Desired	Vendor shall have the ability to fully deploy the solution within a minimum of 180 days of receiving the purchase order	Base Functionality	Brazos Technology is committed to delivering a successful and referenceable automated electronic citation project to Austin. Our implementation approach has been highly successful, and we feel that the steps outlined below provide the best method to minimize risks and ensure a successful project. The key is to involve the customer in all phases of developing and implementing software specifically for them, to meet their specific needs. Our average time to

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				full deployment from contract signature is 45-60 days. This includes: full customization for Austin, electronic interfaces into the court/RMS systems, customized reporting, installation, training, and the end-to-end operation of the entire solution. Due to the size of the project for the City of Austin, we estimate full delivery of the solution within 90 days.
F030	Must Have	The Vendor should be capable of data transfers via cradle, cellular, wireless, Bluetooth, etc.	Base Functionality	The Brazos Solution offers three methods for transferring data from the handheld or Toughbook to the eCitation server: • Real-time via cellular connection • Upon placement in sync cradle • In batch mode at the end of a shift (via sync cradle) We also support both Bluetooth and wireless communication between the devices and the printers in the field. The Zebra RW420 printer is available in both Bluetooth and 802.11 configurations, however we recommend that the City proceed with Bluetooth. In our experience the wireless communication is too unstable due to interference.

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F031	Expected	All user/owner/technical reference manuals shall be included with each type of equipment and software.	Base Functionality	All system documentation is provided in electronic format via our website. The ticket writers themselves have the greatest number of changes during the initial startup phase, so we typically wait until all changes have been completed prior to delivery. The enhancement information is typically not added to the existing documentation until the change is approved and implemented by the city. Changes to the documentation are also only made when Brazos makes the change. Sample documentation is included in Appendix D.
F032	Must Have	The Vendor shall provide all vendor specific installation documentation, including customization to the standard install configurations/procedures.	Base Functionality	All system documentation is provided in electronic format via our website. The ticket writers themselves have the greatest number of changes during the initial startup phase, so we typically wait until all changes have been completed prior to delivery. The enhancement information is typically not added to the existing documentation until the change is approved and implemented by the city. Changes to the documentation are also only made when Brazos make the change. Sample documentation is included in Appendix D.
F033	Must Have	Vendor shall be an authorized dealer for the equipment proposed.	Base Functionality	Brazos Technology is an authorized dealer for both Motorola and Zebra. Documentation is included in Attachment 1 of the proposal.

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F034	Must Have	The solution shall display an alternate message of the fine amount on the citation (as defined by Municipal Court) when the citation is issued to a juvenile. A juvenile is described as a person 16 years of age and under.	Base Functionality	The Brazos Solution can be configured to display whatever pop up messages the City wants. The system will calculate a violator's age from a license scan and pop up the defined message box with the fine amount when the violator is a juvenile. This information can also be displayed and/or printed on the citation, as defined and controlled by the City via BuildIT. All information that is printed and presented to the violator is completely controlled via the web-based printjob editor.
F035	Must Have	The solution shall display an alternate message of the appearance date (as defined by the Municipal Court) on the printed citation when the violator is a juvenile. A juvenile is described as a person 16 years of age and under.	Base Functionality	The Brazos Solution can be configured to display whatever pop up messages the City wants. The system will calculate a violator's age from a license scan and pop up the defined message box with the appearance date when the violator is a juvenile. This information can also be displayed and/or printed on the citation, as defined and controlled by the City via BuildIT.

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F036	Expected	The solution shall provide the ability to fully customize each of the screens on the devices to meet the exact process-flow desired by the City.	Base Functionality	Each screen/form is 100% tailored for the City. Some of the items that can be configured in BuildIT include (but are not limited to):
				
				• The names and order of the fields to match the paper citation that the officers are familiar with;
				
				• Any number and type of fields on the screen are possible (for both the handhelds and the laptops), with complex business rules enforced behind each field;
				
				• Calculate court and arraignment dates based on current practices
				
				  o Example: Court is held every Thursday at 9:30 AM. Violators are scheduled for the earliest date that falls within 10 business days.
				
				  o It is possible for us to also meter the number of people for each date if we can access the court system directly.
				
				• Calculate expired licenses and pop-up a message box to alert the officer;
				
				• Calculate age from a license scan and pop-up a message box when offender is a juvenile;
				
				• Detailed business rules that minimize the officers time to complete accurate citations
				
				  o Example: Only show Observed and Posted speed fields when speeding is chosen as an offense; only enforce them as required fields when they are shown.
				
				  o Example: Only allow

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				print to function when the signature box is occupied, otherwise show a message box detailing why the unit is not printing.
				• Any number of alternative data entry types;
				• Capture signatures – as many as needed (officer, offender, others);
				• Capture free-form diagrams – as many as desired;
				• Capture pictures and photographs;
				• Block photo if violator is a juvenile;
				• Capture voice recordings;
				• Read 2D barcodes (like the ones other states are using in lieu of magstripes).
				• Read any magstripe's data
				o From any state DL or ID;
				o From credit cards;
				o From student or any applicable local ID;
				• Read VIN and determine the year, make, model of the vehicle;
				• Uniquely organize offenses to help officers quickly find the correct offense based upon personal favorites;
				• Use dropdowns and lists to help officer input information quickly and accurately;
				• Customers can define how many violations can be assigned to each citation.

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F037	Must Have	The solution shall provide the ability to add additional customized "forms" such as parking, racial profiling, field investigation, crash, driver information exchange form etc., that also meet the exact process-flow desired by the City	Base Functionality	Part of the beauty of the Brazos Solution is its tremendous flexibility. As stated above, the system can be configured via BuildIT to work exactly how the City wants according to the City-defined process flow. Additional add-on features already developed include: • Zoning • Animal Control • Building Code • Fire Code • Biometric Software • Text-to-Speech • Accident Reporting • Crash Diagramming • Vehicle Inventory Forms • Criminal Trespass Warnings • And more
F038	Must Have	The solution shall support printing any customized form, as decided by the City, in the City's required format.	Base Functionality	As previously stated, the layout of the Citation is defined and controlled via BuildIT. Using our highly flexible print editor, we can almost exactly replicate the City's existing citation format.
F039	Must Have	The solution shall enable officers to enter notes via text using a keyboard or stylus, voice or diagram allowing markup and automatically attach to citation record.	Base Functionality	The Brazos Solution allows for the entry of citation data through a number of different methods including swiping of the mag stripe on a DL, scanning VIN barcodes, scanning registration stickers, QWERTY keyboard, touch-screen, video, audio, photo, and fingerprint capture. All

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				of the rules surrounding the data entry, editing, reporting, and printing are defined and controlled by the City via BuildIT.
F040	Must Have	The solution shall have a diagramming tool, to be used with the handheld units and the laptops.	Base Functionality	The Brazos Solution allows the officer to create free-form diagrams. Any or all of these diagrams can be printed on the citation, if desired by the City, and are available on both the handhelds and the laptops.
F041	Must Have	The solution shall have the function of drawing diagrams and automatically attach to citation record	Base Functionality	As with photos, videos, audio, signatures, etc., the diagrams are assigned the citation number of the citation to which it is associated and travel with the citation data throughout the system.
F042	Desired	The hand held solution shall provide capability to capture photographs and automatically attach to citation record.	Base Functionality	The MC75A has a built-in color camera. Photos taken by the officer during the citation issuance are assigned the citation number of the citation to which it is associated and travel with the citation data throughout the system. All media associated with the record is associated and can be viewed via the Citation Detail Report.
F043	Desired	The hand held solution shall provide capability to uniquely identify photographs taken and attached to the citation record.	Base Functionality	See response to F042.

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F044	Must Have	The solution shall support citations, warnings and field observation issuances with different numbering schemes.	Base Functionality	The Brazos Solution operates with "blocks" of ticket numbers in whatever format the City defines. The numbering scheme can be different for each type of ticket, as defined and controlled by the City via BuildIT. The system automatically pushes the blocks of numbers down to the handheld devices every time the devices are cradled. The handheld then populates and increments citation numbers within the block defined by the system. As part of the project kickoff phase, the City can define the starting number, stopping number, block ranges, format of the number (numeric or alphanumeric), increment value, and/or other parameters for the citation number. We also provide standard audit reports so that the City can see at anytime where every ticket number in the city resides and the current status (i.e. void, sent to court, sent to RMS, etc.).
F045	Must Have	Software shall be in compliance with current Texas legislature rules with the ability to maintain ongoing compliance.	Base Functionality	Brazos Technology is based in Texas and has over 130 Texas public safety agencies as customers. These customers include Travis County, Bexar County, San Antonio and Dallas. We have never had a legal challenge to our system be upheld in a Texas court. We comply will all Texas legislature rules and will continue to do so. The last significant example was the Texas legalese changes required in Sept of 2009. We made all modifications to the legalese for all customers by the January 1, 2010 start date

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				and did not charge any monies to any agency.
F046	Expected	The solution shall be capable of locking the device(s) to prevent tampering.	Base Functionality	The Brazos Solution requires a valid login ID and password to both the device and the website (for running reports, administration, etc.). The rules around the ID and password are defined and controlled by the City in BuildIT. The locking of the devices is provided via the operating system for the laptops and PDAs.
F047	Expected	The solution shall incorporate a Geo-File verify function for the validity of the violation location.	Base Functionality	All street information can be imported into the Brazos Solution via GIS shapefiles, flat files, and/or XML files created by another system. We are currently working on the ability to capture street information from the GIS database through the new ESRI web services as well.

Once imported into the Brazos system, these records are downloaded to the ticket writers and available on the device in a drop-down format and we retain the relational information provided by the GIS system. For example, if the officer selects one street, the cross street dropdown is filtered to only those streets that intersect the selected street. One of the most overlooked aspects of the eCitation/eCrash system is capturing accurate location information that can be geo-coded on the back-end for |

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				reporting purposes. As with all fields in our system, we also allow the City to define which fields the officers can over-ride and enter data manually. Please note, if an officer enters a street manually into the ticket writer, it will NOT be automatically added to the master street list. All additions/changes/deletions from the master lists are performed by either the administrator manually or during the import process for that information.
F048	Expected	The solution shall support integration with an e-Crash product in the future.	Base Functionality	Yes, the Brazos Solution offers a complete e-Crash (Accident Reporting) module for the State of Texas, and we have 8 departments using our system today.

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F049	Expected	The solution shall require minimum trips from violator's vehicle to patrol unit.	Base Functionality	Our standard process is to have the officer initiate contact (either empty handed or with the ticket writer), go back to the vehicle, run returns, complete the citation, print it, and return it to the violator. Here is where the process for each officer (and agency policy) will dictate the actual process. If the officer takes the ticket writer with him/her on the first contact, he/she can scan the registration sticker/VIN, swipe the violator's driver's license, fill out the citation while the violator is looking for their information, take a picture, and optionally capture the signature. The next step is then to go back to the vehicle, run the return, swipe the DL, complete the ticket, and print it. The second contact with the violator is then made, any secondary contact information is captured, capture the signature (if not already captured) and the defendant is notified of the court date and given the citation. We strongly believe that both the technology and the process should never force the officer to have a 3rd negative contact with the violator.

Please keep in mind that the process outlined above is merely a suggested process. The beauty of the Brazos Solution is that we can make the process work exactly as you want it to – from screens, to print outs, to workflows, etc. We will make the Brazos Solution work for you. And no two citation types must have the same process – traffic, parking, and |

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				criminal eCitations can all have their own business rules, be routed according to their own workflows, and interface with different court systems. It's all up to how the City operates.
F050	Must Have	The solution shall provide a method of editing specific fields (to be determined by the City) after a citation/warning has been issued.	Base Functionality	The City defines and controls in BuildIT what can be edited or changed after a citation or warning has been saved.
F051	Must Have	The solution shall not allow the deletion of citations/warnings	Base Functionality	Records are not deleted from the Brazos Solution. Their status is changed to "deleted" and can still be reported.

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F052	Must Have	The solution shall have a user defined audit trail report that will provide reconciliation of, at a minimum, the number of citation issuances, field observations issuances, warning issuances.	Base Functionality	The Brazos Solution has a robust management reporting capability for which the City controls the security access via BuildIT. As previously stated, we use SQL Server Reporting Services to build and display the reports on the eCitation server. The report designer for Reporting Services is free with the license, and the license to Reporting Services is free when you own at least a standard version of the DBMS. The report writer is very flexible and fairly similar to the Crystal Reports report designer.

Since the citation data are stored on the eCitation server, the reports can be generated from multiple locations/ workstations. Each and every report on the eCitation server allows for optional report parameters and sorting capabilities. For example, the Citation Detail report (which prints the citation exactly as the defendant saw it) can be run for all citations or scoped on any number of the following parameters: Beginning Date, End Date, Officer, Stop Results, Citation Number, or whether there was Officer Notes or not. If a parameter is left blank then all records are assumed.

You can export all of our reports to the following formats: 1) HTML, 2) Acrobat [PDF], 3) Excel, 4) TIFF, Web Archive, CSV, or XML file. You can also zoom on the report to provide larger text. When printing |

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				the report, you are prompted to select any printer on the network as with any standard Microsoft Office product.
				As previously stated, the City determines all user access levels. Via BuildIT, the administrator can manage all aspects of the devices – users, access levels, reporting, and automated software download. Users granted the necessary access level can run reports from any computer connected to the Internet by logging into the eCitation server.
				Following is a sample list of some of our standard reports. Although this list is not all-inclusive it offers an example of what is available. If Austin would like to see additional reports, we will create up to 20 custom reports free of charge.
				• Citation Accident Count – Displays all citations and violations where there was an accident.
				• Citation Audit – The audit report for the courts with number of citations, violations, and who wrote them.
				• Citation Count –The number of total citations, number of each violation written by each officer.
				• Citation Count by Zip Code – Same as above but for a designated area.
				• Citation Detail – An exact replica of the citation written

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				to the defendant. It includes the option to show pictures, voice notes, officer notes, drawings, or any other information gathered by the officer. • Citation Towing Count – All citations and offenses where a vehicle was towed. • Citation Violation Audit – Same as the Citation Audit except for customer who have a unique ticket number for each offense. • Citation Violation Audit by Offense – Same as Citation Violation Audit but can be scoped by a particular offense. • Citations by Location – All Citations and Violations for a particular geographic area. • FI Detail – Field Interview Report. • Offense List – All offenses that are on the mobile devices. • STEP Audit (Speeding) Report – Designed for overtime-based or focused traffic enforcement requirements. • STEP Audit Report – Same as above but for non-speeding based offenses. • Stop Result by Racial Profile Count – Counts all stops by race and sex for each officer specified. • Stop Results by Racial Profile Summary – A graphical display of the Stop Result by Racial Profile Count report.

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				• Stop Results Count – Counts all stops and their results as a Citation or Warning.
				• Stop Results Search by Race Count - Counts all stops by race for each officer specified.
				• Stop Results Search by Race Summary – A graphical display of the Stop Results Search by Race Count report.
				• Stop Results Search Count – Counts all stops where a search was involved and whether or not contraband was found.
				• Stop Results Search Summary – A graphical display of the Stop Results Search Count report.
				• Violation Count – Total count of how many of each violation.
F053	Must Have	The solution shall not save the citation/warning until all the mandatory fields have been entered	Base Functionality	The citation data will not save until all required fields are completed correctly (as defined and controlled by the City via BuildIT).

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F054	Must Have	The solution shall incorporate a method by which specific data fields are duplicated from one ticket to the next	Base Functionality	The Brazos Solution allows the city to define which fields will default as 'carry forward' fields, meaning the same data will be transferred from one citation to another. Additionally, the users can also define any field in the system to 'carry forward' after logging into the device. For example, if an officer is going to monitor a school zone, they can set the location, school, offense and speed limit as carry forward fields. Once they are done with that school zone, then can then remove the carry forward option and go back to normal device operation. Finally, we also provide a ReIssue button that will save the current citation, create a new citation, and carry forward all fields to the new citation. The ReIssue button is typically used when the officer enters (and prints) the wrong violation or when the maximum number of violations is reached and the officer wants to issue more violations to a suspect. All of these features are defined and controlled by the City via BuildIT.
F055	Must Have	The solution shall clearly show if the printed copy given to the violator is a warning or a citation	Base Functionality	This is defined and controlled by the City in BuildIT. The type of violation can be printed wherever and however the City wants it on the citation.
F056	Must Have	The solution shall clearly show if a citation/warning has been voided	Base Functionality	Whenever a citation or warning is marked as void in the system, the status is changed to "VOID" and is processed according to the City-defined workflow. The Brazos Solution provides audit reports that allow the City to see where every ticket number resides at any time (including voided or cancelled tickets).

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F057	Must Have	The solution shall support the upload of citation/warnings that have been voided.	Base Functionality	The City can elect which users and when citation can be voided. Additionally, we can require additional fields such as void reason, supervisor approval, etc. These citations are uploaded and can also be exported to the court and RMS systems if desired.
F058	Must Have	The solution shall allow the user to choose the type of citation/warning (parking, moving, field observation etc).	Base Functionality	The type of stop (or citation/warning) is a standard field for all of our customers. It is typically required and can be a drop-down for officer input and can also control the violations viewed by the officer if desired by the City.
F059	Must Have	The solution shall show the appearance date as set by Municipal Court calendar.	Base Functionality	One of the many customizable items in the Brazos Solution is the court date/arraignment date. The date can be displayed however and wherever the City wants it on the printed citation. The date can be obtained from a lookup table or calculated based on current practices. Example: Court is held every Thursday at 9:30 AM. Violators are scheduled for the earliest date that falls within 10 business days. It is possible for us to also meter the number of people for each date if we can access the court system directly.
F060	Must Have	The solution shall support violation specific fields based on violation type.	Base Functionality	The City can define and control the screen and print layouts based on the violation type via BuildIT. Not only can we require/unrequire fields based upon the violation, but we can hide those fields that are not applicable as well. This minimizes the number of fields that the officer has to look at on the screen which speeds up the completion of the citation.

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F061	Must Have	The solution shall allow each violation specific data field to be printed (or not printed) on the citation as determined by the agency	Base Functionality	The City completely defines and controls what data fields are printed on the citation via BuildIT.
F062	Expected	The solution shall allow the user to search for the violation needed using a common search technology.	Base Functionality	The Brazos Solution allows the officers to categorize all offenses for ease of looking for the violation. Additionally, they can perform a fuzzy search on any aspect of the violation (name, alias, statute, etc.) to quickly find the appropriate violation.
F063	Must Have	When printed on the citation, the violation specific data shall include the description of the field being printed along with the actual data that was collected and entered by the officer.	Base Functionality	This is defined and controlled by the City via BuildIT.
F064	Must Have	The solution shall assign unique citation numbers.	Base Functionality	The citation numbers and ranges are completely controlled by the City via the website. The Brazos Solution operates with "blocks" of ticket numbers in whatever format the City defines. The system automatically pushes the blocks of numbers down to the handheld devices/Toughbooks every time the devices are cradled (or synced in the case of the Toughbooks). The handheld/Toughbook then populates and increments citation numbers within the block defined by the system.
F065	Must Have	The solution shall indicate if a citation/warning has been successfully or unsuccessfully uploaded	Base Functionality	The Brazos Solution works on a request/confirm model where all information is sent, validated, and confirmed before a transmission is considered complete. ALL data transmissions receive a valid and authenticated confirmation message before the information is removed from the mobile device. This method guarantees that all information is received and complete, even if a connection is lost during the sync process. We have never lost a record in transit from

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				any mobile device back to the eCitation server.
F066	Must Have	The solution must use the Municipal Court violation code table and its contents. This list will include information, including but not limited to, Charge code, charge description, early fine, standard fine, list of required fields, list of variable specific fields, description of variable specific fields, format of variable specific fields (text, numeric, y/n, choose from list only), list of answers to choose from for variable specific fields.	Base Functionality	The City defines and controls what values are included in drop down field selections and look-up tables, including the Municipal court violation code tables. These can be initially setup via import in BuildIT and can be changed at anytime. As soon as the updates are approved by the City, the changes are automatically "pushed" out to the devices the next time that they are synced. Brazos Technology can assist the City with this process.
F067	Must Have	New codes added in Court system must populate corresponding lists in e-Citation solution. The solution shall support updates to all code tables, as needed, from the Courts Case Management System. These code lists include but are not limited to: Vehicle type, vehicle make, vehicle model, Vehicle color, state table (including Canada and Mexico)	Base Functionality	As previously stated, the data in the look up tables can be changed or updated by the City at any time. As soon as the updates are approved by the City, the changes are automatically "pushed" out to the devices the next time that they are synced. Brazos Technology can assist the City with this process. Additionally, if the City can export any changes made within JEMS, we can import those changes for an automated method to update the ticket writers.
F068	Must Have	The solution shall support at a minimum 3000 unique charges in the code table	Base Functionality	The Brazos Solution is in use in over 180 public safety customers and can support well over 5,000 charges in the code table without degradation of the system.

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F069	Must Have	The solution shall allow the city to determine which fields and violation specific variables are mandatory for each violation.	Base Functionality	Mandatory fields can be highlighted for the user however the City wants – bold type, font color, etc. If the user does not complete one of the mandatory fields, the citation will not save.
F070	Must Have	The solution shall support a minimum of 10,000 violation specific variables.	Base Functionality	Brazos will support any number of violation specific variables. We have never seen this many violation specific variables, as most variables are repeated for the violations. Each violation will have a number of different properties such as court code, RMS code, state code, fine amount, court costs, etc., as well as certain violations will require additional information (i.e. posted speed, alleged speed, Vehicle Inspection date, etc.). We support any number of variables desired by the City.
F071	Must Have	The solution shall allow authorized court personnel to modify required information and court terminology on the citation/warnings and have the change reflected within 24 hours of the change.	Base Functionality	The City controls the security access to the solution, including court personnel. If the City wants to allow authorized personnel to make changes to required information and court terminology on the citations/warnings, these changes will made via the web-based print job editor (please note that Brazos support can make these changes as well as part of the maintenance program). As soon as the changes are saved and approved by the City, the changes are automatically "pushed" out to the handhelds and Toughbooks the next time that they are synced.
F072	Desired	The solution shall support the calculation of the effective date of the standard fine. The standard fine date is defined as the appearance date plus one day.	Base Functionality	The Brazos Solution will calculate both the standard date (court date) based upon the formula defined by the court.

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F073	Desired	The solution shall support the presentation of the effective date of the early fine. The early fine is defined as any date prior or equal to the appearance date.	Base Functionality	The Brazos Solution can also calculate additional date such as an early fine date based upon the formula defined by the court.
F074	Must Have	The solution shall support specific font size and formatting for citation terminology.	Base Functionality	All fonts and sizes for the applications are defined via BuildIT. All fonts and sizes for the print outs are define via the web-based print job editor.
F075	Desired	The solution shall use the following format for the appearance date: MMM-DD-YYYY	Base Functionality	The date format is defined and controlled by the City via BuildIT.
F076	Must Have	The solution shall accept manual data entered	Base Functionality	Yes, the Brazos Solution allows the user to manually enter data into the fields.
F077	Must Have	The solution shall be able to print in the field	Base Functionality	The Brazos Solution uses either Bluetooth or 802.11 communication (we highly recommend Bluetooth) to transmit citation from the handheld or the Toughbook laptop to the Zebra RW420 printer in the field (4-inch journal paper). Please note that we typically use a USB connection to the printer for the Toughbooks. Once a citation is completed and saved, the officer can print the citation.
F078	Desired	The solution shall be able to print citations and warnings on other officers printers without having to go through setup procedures	Base Functionality	Yes, the user can associate a device to a printer by scanning the barcode on another officer's printer and print to it using Bluetooth communication. There is no limit to the number of devices that can be associated with a printer.
F079	Expected	The hand held units shall accept data entry from a stylus, keyboard or on screen keyboard.	Base Functionality	The Brazos Solution allows for the entry of citation data through a number of different methods including swiping of the mag stripe on a DL, scanning VIN barcodes, scanning registration stickers, QWERTY keyboard, touch-screen, video, audio, photo, and fingerprint capture. All of the rules surrounding the data entry, editing, reporting, and printing are defined and

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				controlled by the City via BuildIT.
F080	Expected	The solution shall capture the violator's address from the magnetic strip/bar code, but will allow the officer to modify the information as needed.	Base Functionality	All fields from the magnetic strip and/or barcode will be filled into the citation (or any other form). The officers always have the ability to manually enter or correct this information.
F081	Expected	The solution shall have the ability to scan a vehicle registration bar code.	Base Functionality	The MC75A has a built-in 1D/2D barcode reader that can read the barcode on a vehicle registration. Once the barcode is read, the Brazos Solution can interpret the embedded data and auto-populate fields on the citation as defined by the City. Additionally, we have configured our solution to read many other states registration paperwork as well.
F082	Desired	The solution shall populate the vehicle fields on the citation from the vehicle registration bar code scan.	Base Functionality	Yes, as stated in requirement F081, once the barcode is read, the Brazos Solution can interpret the embedded data and auto-populate fields on the citation as defined by the City. The registration barcode contains the license plate, VIN, year, make, and model of the vehicle.
F083	Must Have	The solution shall accept input from a Texas driver's license and Texas identification card swipe.	Base Functionality	The Brazos Solution can read and interpret the data in Texas DL and ID cards' mag stripes.
F084	Must Have	The solution shall accept input from an out of state driver's license and out of state identification bar code read.	Base Functionality	The Brazos Solution can read and interpret the barcodes and mag stripes from DLs and state ID cards from all 50 states, Mexico, and Canada, as well as some university ID cards. If the City would like other barcodes read, the system can be "taught" to interpret these as well (i.e. the University of Texas

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				student ID card).
F085	Must Have	The solution shall capture the data contained on the magnetic strip/bar code of the driver's license / identification card.	Base Functionality	As previously stated, the Brazos Solution can read and interpret all of the fields on the mag stripes and barcodes of drivers licenses and ID cards from all 50 states, Mexico, and Canada, as well as some University ID cards. The Brazos Solution can read ALL of the fields on the magstripe including: First name Last Name Middle Name DOB Sex DL/ID number DL/ID type or class Address (City, State, Zip, Apt #) Class Restrictions/Endorsements Eye Color Hair Color
F086	Must Have	The solution shall support the following fields to be separated and uploaded into the Courts Case Management system from the magnetic stripe and bar code as one record:	Base Functionality	We will provide the data in either the standard JEMS format or in a different format if desired. We can include all of the data listed below.
F086.1	Must Have	1. First Name	Base Functionality	Yes

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F086.2	Must Have	2. Last Name	Base Functionality	Yes
F086.3	Must Have	3. Date of birth	Base Functionality	Yes
F086.4	Must Have	4. Sex	Base Functionality	Yes
F086.5	Must Have	5. Drivers License / Identification Card number	Base Functionality	Yes
F086.6	Must Have	6. Address	Base Functionality	Yes
F086.7	Must Have	7. Class	Base Functionality	Yes
F086.8	Must Have	8. Restriction(s) / Endorsement(s)	Base Functionality	Yes
F087	Must Have	The solution shall have the capability to capture and upload the required fields, as dictated by the courts, for all violator's into the courts case management system. See Appendix D, E, F and G.	Base Functionality	We have already implemented the PCSS interface at two different Texas courts and are completely confident in our ability to deliver this interface to the City. Once a citation is uploaded and approved for export to the court, an XML file is generated and downloaded to a specific file directory. The PCSS import is then run from JEMS and a status file is generated for each citation that was imported. While this interface has been developed and implemented, Brazos recognizes that the City has highly modified the PCSS system and may have alternative methods for importing the data. To date we have interfaced with over 20 different court and RMS systems across the country as well as running vehicle and person returns via our own Brazos Message Switch. We are confident we can meet the interface needs of the City. The Brazos Solution can access ODBC-compliant databases, XML-based APIs, and file-based import/export methods for moving data to and from other applications, including legacy systems. This flexibility provides an

Req Nmbr	Priority	Requirement Description	Vendor Response	Vendor Response Description
				enormous number of possibilities for increasing the value of the investment by creating new functionality for the ticket writers or adding new applications to the devices. The entire import/export process is controlled via the BuildIT with our Import/Export Wizard. This allows the City to add new interfaces or modify existing interfaces at any time with no 'change orders' being charged back to the City.
F088	Must Have	The solution shall support at least 650 concurrent users.	Base Functionality	To date we have over 12,000 registered users on our hosted server and regularly have over 1,200 concurrent users logged in with no degradation in response time whatsoever. If the City wishes to install the server locally at Austin, the same system that we use to support 150+ customers would be installed there as well.

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F089	Expected	The solution should support 128 bit encryption.	Base Functionality	All data transferred to and from the devices are performed over an SSL connection via webservices are over 128-bit (or 256-bit) SSL connections. We can also utilize installed certificates on client machines, but most customers do not elect this route due to potential maintenance issues. This includes downloads, uploads, software distribution and error reporting. All communications are compressed and then encrypted (AES) per he CJIS security requirements.
F090	Expected	The solution's hand-held units shall have the option for using wireless technology.	Base Functionality	The Brazos Solution can transmit data from the devices to the printers using either wireless or Bluetooth communications. As previously stated, based on our experience at over 180 law enforcement agencies, we highly recommend that the City use the Bluetooth version due to interference with the WiFi communications. Additionally, the handheld devices can also use wireless technology (i.e. 802.11 and cellular) to sync and perform real-time lookups and communications.

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F091	Must Have	The solution shall meet or exceed current CJIS standards	Base Functionality	The Brazos Solution adheres to and exceeds CJIS security standards in several ways. First, all communications are compressed and then encrypted (AES) per the CJIS security requirements. Additionally, all images/files can be encrypted to the AES standard required for CJIS security compliance. Finally, if the City elects to utilize our user management capability, we provide complete access to all add/modify/delete options, configuring of user roles as well as specific password rules. For example, we can allow the City to define completely CJIS security rules for strength of password, cannot use the last 4 password, expires every 90 days, etc. It is important to note here that we currently have Texas police department running TLETs returns and have had several of our agencies audited by the FBI. We have passed every audit.
F092	Must Have	The solution shall use a unique user name and password for each operator	Base Functionality	The Brazos Solution requires a unique login ID and password for both the devices and the website. The system allows multiple agencies to run concurrently on the same server (as evidenced by 150+ agencies running on our hosted server) without impacting one another. With the flexibility of BuildIT, each agency can have its own business rules, data, screen layouts, print layouts, workflow, security, etc. Each user and device is assigned to an agency as is

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				each record in the system. This is how we ensure that no information from one agency is released to another without the approval from both agencies.
F093	Must Have	The solution shall have the ability to be agency specific.	Base Functionality	Each implementation of the Brazos Solution is agency-specific. Via BuildIT, we can create the citation system that the agency wants – with its own fields, screen layouts, print layouts, workflow, business rules, security, etc.
F094	Must Have	The solution shall lock out any user who attempts to sign into the system with invalid data.	Base Functionality	The City defines and controls all of the security access rules via BuildIT. The City determines how many invalid sign on attempts are allowed.
F095	Must Have	The proposed solution shall be capable of providing 99.9% availability.	Base Functionality	Since the Brazos solution has existed in a hosted environment for such a long period of time, our reliability methods and strategies are extremely well tested and proven. We employ a combination of RAID 10 and RAID 5 hardware arrays for fault tolerance as well as database mirroring for fault tolerance and reporting performance. All software systems have been tuned for a very highly scalable and available system that is continuously being improved. With our hosted solution, we have one of if not the largest production eCitation solution in the country. If the City elects to install this solution locally, all of the availability and scalability described here would be delivered to the City since the software

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				solution would be the same.
F096	Must Have	The specifications for the interface shall be coordinated with the Court and PCSS, Inc the vendor of JEMS, the Court's case management system.	Base Functionality	As previously stated, we have successfully interfaced with over 20 court and RMS systems. We have already interfaced with JEMS at two Texas agencies and plan on utilizing their existing interface. If there are changes to the interface due to the customizations at the City, we will make those modifications at no additional charge.
F097	Must Have	The cost of the interface(s) for the court's case management system shall be included in the project.	Base Functionality	Brazos has interfaces with PCSS in two different police departments in Texas. We are so confident that we can support the implementation in Austin that we are not charging the City any money to do so (from our side).
F098	Must Have	Violation specific data shall be transferred/loaded into the court's case management system via the interface developed.	Base Functionality	We can provide any data to the court system that are captured via the citation in whatever format required. The only caveat is that the JEMS interface includes fields for all the required data for the City.

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F099	Must Have	An image of the defendant's ticket shall be created by the solution and shall be transferred/loaded into the court's case management system via the interface developed.	Base Functionality	The Citation Detail Report, which is one of the standard reports included in the Brazos Solution, contains an exact copy of the citation as it was provided to the defendant. It can be run for all citations or scoped on any number of the following parameters: Beginning Date, End Date, Officer, Stop Results, Citation Number, or whether there was Officer Notes or not. If a parameter is left blank then all records are assumed. You can export all of our reports to the following formats: 1) HTML, 2) Acrobat [PDF], 3) Excel, 4) TIFF, Web Archive, CSV, or XML file. You can also zoom on the report to provide larger text. Additionally, we can provide the Citation Detail Report as a PDF for import into JEMS.
F100	Must Have	The solution shall create an exception file for citations that are manually entered into the Court's Case Management system prior to the citation being uploaded.	Base Functionality	The Brazos Solution includes a web-based Citation Entry Screen for entering any paper tickets. These tickets will be processed through the system just like the electronically collected tickets. We would like the City to consider using this functionality for manually entered citations in order to prevent this situation. If the City elects to continue entering citations manually into PCSS, the interface of records into JEMS rejects all duplicate citation numbers. Therefore duplicate citations will not be imported into the court system.

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				If the City would like to have the system automatically detect duplicates prior to import into JEMS, Brazos will support the City by running a query against the JEMS system if made available to Brazos by the City.
F101		The solution shall create an exception file for citations that are uploaded to the Courts Management System after the appearance date.	Base Functionality	As we understand from our current customer, the City will be provided with an Warning message from JEMS when a citation is imported after the appearance date. Additionally, we can provide a workflow process that will notify City personnel when a citation is pushed to JEMS after the appearance date.
F102	Must Have	An image taken from the hand held units (if captured) shall be transferred/loaded into the court's case management system via the interface developed.	Base Functionality	The MC75A has a built-in color camera to capture photos of the violator. Once the photo is captured, it is associated with the citation number and processed along with the citation throughout the system, according to the workflow defined by the City. This image can be passed directly into JEMS or as a part of the Citation image previously discussed.

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F103	Must Have	The solution shall send the citation(s) data, via an upload device, to the Court's Case Management system.	Base Functionality	As described above, we have already implemented the PCSS interface at two different Texas courts and are completely confident in our ability to deliver this interface to the City. Once a citation is uploaded and approved for export to the court, an XML file is generated and downloaded to a specific file directory. The PCSS import is then run from JEMS and a status file is generated for each citation that was imported. While this interface has been developed and implemented, Brazos recognizes that the City has highly modified the PCSS system and may have alternative methods for importing the data. To date we have interfaced with over 20 different court and RMS systems across the country as well as running vehicle and person returns via our own Brazos Message Switch. We are confident we can meet the interface needs of the City. The Brazos Solution can access ODBC-compliant databases, XML-based APIs, and file-based import/export methods for moving data to and from other applications, including legacy systems. This flexibility provides an enormous number of possibilities for increasing the value of the investment by creating new functionality for the ticket writers or adding new applications to the devices.

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				The entire import/export process is controlled via the BuildIT with our Import/Export Wizard. This allows the City to add new interfaces or modify existing interfaces at any time with no 'change orders' being charged back to the City.
F104	Must Have	The solution shall populate fields in the Court's Case Management System application.	Base Functionality	All fields available for import are defined in the XML document that is passed from Brazos into JEMS. The required fields have already been defined and can be reviewed/modified by the City. Those required fields are enforced on the ticket writers and the user cannot print or save the citation until all business rules are completed.

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F105	Must Have	The solution shall interface with the Police Records Management System	Base Functionality	Brazos Technology has a signed NDA from Versaterm and has already verified the XML layout and processing workflow with Versaterm. Currently, we have been selected as the eCitation vendor for Salt Lake City, UT, and Phoenix, AZ, who are both Versaterm customers and will be implementing an interface to Versaterm. While we have not yet implemented the interface in a production environment, we feel extremely confident that we can do so with no problems. Please note that the contracts for Salt Lake City have been signed with an anticipated go-live date of June 24th, and we have been notified by Phoenix but have not completed the contract process yet.
F106	Must Have	The solution shall send the citation data, via an upload device, to the Police Records Management system.	Base Functionality	The process for the RMS is very similar to the Court interface. Versaterm has their own XML document, and that XML file will be transferred to a directory on the RMS server where an automated process will input that record. All fields and business rules required by Versaterm will be enforced on the ticket writers before the officer can print and/or save a citation.
F107	Must Have	The solution shall send the warning data, via an upload device, to the Police Records Management system.	Base Functionality	Process will be the same as for the citation data in requirement F106 above.

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F108	Must Have	The solution shall interface with Computer Aided Dispatch	Base Functionality	We have enjoyed a very good relationship with TriTech and are in fact partnered with them on a few deals. During this process we have demonstrated that we can: 1) successfully operate on the same laptop as the VisiNet Mobile software and 2) import person and vehicle return information into the citation and FIR. We have also discussed but not implemented a direct connection to the TriTech CAD for potentially running returns on the PDAs themselves. Currently, we will be working on integration with the TriTech CAD for the City of Dallas.
F109	Must Have	The solution shall be able to obtain the Computer Aided Dispatch assigned number for the Citation issued.	Base Functionality	As described above, Brazos has already developed the ability to capture the CAD or case number for an event from Visinet Mobile on the laptops. We have discussed the ability to query the TriTech CAD directly for both returns and the case number for PDAs, but have not implemented this solution yet. The City of Dallas has selected Brazos Technology, and that integration is included in the project.

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F110	Must Have	The solution shall be able to use wireless communications to query state and national databases for driver's license, warrant, and registration checks.	Base Functionality	Brazos Technology has two methods for running TLETS and NCIC queries: 1) Brazos has developed our own DPS approved message switch for running TLETs/NCIC queries from any device running the Brazos Solution. 2) We have spoken with TriTech before and again with the City of Dallas, that they have the ability to allow Brazos to run 27s, 28s and 29s against the TriTech message switch for PDAs that do not have Visinet Mobile. Brazos can support any connectivity method that would allow a connection from the ticket writers to the message switch server. This connection typically is cellular connection with a Fixed End Point type of solution or a mobile VPN. All of the fields provided for both people and vehicles can be parsed and imported into any form being utilized by the officers. Additionally, Brazos has recently modified our message switch to provide the pictures of the violators for each 27 run for a person in the state of Texas.

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F111	Desired	The solution should support importing of warrants from the local database into the hand held devices.	Base Functionality	This is standard functionality for our solution. The court will setup an automated export of current warrants. The Brazos Solution will upload that file and update any existing warrants as well as delete those warrants that have been cleared. Any record that is updated/added/deleted will be pushed to the ticket writers during the sync process. Whenever an officer enters the first name, last name, and DOB of a person, we will automatically use that information to lookup any local warrants on that ticket writer. If one is found, the user is notified and can view limited details of the warrant. It is important to note that we instruct the officer during training that they still need to verify the warrant before arresting the suspect. Another benefit of the Brazos Solution is that we can include the local warrants from any other agency desired by the City. These agencies include Travis County, Round Rock, Cedar Park, and several others in and around Travis County.

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F112	Desired	The warrant database for the solution should support at a minimum 300,000 warrants (records).	Base Functionality	As described above, we have and support the ability to provide local warrant information on the devices. We can support 300K records on both the laptops and handhelds (provided the handhelds has an SD Card for storage). However, with the handheld device, the vast number of records would present significant sync times to pull down and update those records. For the handhelds, we would recommend storing the local warrants on our system database and running a query against them in the same manner as the TLETS query. In this case, the officer would complete the first name, last name and DOB fields as described above, but the device would then initiate a remote query via a cellular connection and return any hits in a similar format as the TLETS return.
F113	Must Have	The solution shall interface with state commercial vehicle inspection reporting system.	Base Functionality	To date, Brazos has not interfaced with the ASPEN CMV inspection system provided by the state. We are allowing CMV-enabled departments to write citations, but are not currently doing the inspections. We have been working with several agencies to provide this functionality and would enjoy the opportunity to work with the City on this system.

Brazos will provide an interface to the state commercial vehicle inspection reporting for citations at no additional charge. If the City would like Brazos to create a commercial vehicle |

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				inspection program, we would need to discuss scope and cost.
F114	Must Have	The solution shall interface with federal commercial vehicle inspection reporting system.	Base Functionality	Brazos will provide an interface to the federal commercial vehicle inspection reporting for citations at no additional charge. If the City would like Brazos to create a commercial vehicle inspection program, we would need to discuss scope and cost.
F115	Expected	The handheld solution shall have the capability to integrate a Global Positioning System at a later time	Base Functionality	The MC75A has an integrated GPS capability. This can be used to identify the location of accidents, field investigations, etc. however we do not recommend that it be used for citations because the location at which the citation is issued is not necessarily the same as the place in which the infraction occurred.

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F116	Must Have	The solution shall download software upgrades as needed.	Base Functionality	As previously stated, Brazos Technology offers a comprehensive maintenance plan that includes all changes, updates, bug fixes, modifications, etc., at no additional charge. As long as the City remains current with the annual maintenance contract, all updates are automatically applied at no additional charge.

Not only will the City receive all upgrades and major/minor versions of the software, we will make any change to any part of the solution at NO ADDITIONAL CHARGE! Our 'No Change Order' policy will ensure that the City will continue to have a relevant and superior solution for many, many years and will save thousands of dollars in the future.

Part of our strategy for providing outstanding support is keeping all of our customers on the current version of software. Any time we release major or minor updates to the software, that software is updated to the server and automatically downloaded to all devices (with no IT intervention). We also have the ability to remotely update the operating system if needed but will be kept up to date FOR NO ADDITIONAL CHARGE. If for any reason the City decides not to receive these upgrades, Brazos Technology will support up to two versions back. If the software becomes older than two versions, there may be an |

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				additional cost to 'catch up' the software if the automatic updating process cannot run unattended. We typically provide minor releases at least once per month with major releases once per quarter.
F117	Must Have	The solution's software update function will not interfere with daily operations of the Courts or the Police.	Base Functionality	All updates occur during the sync process. Any major updates will be coordinated with the Court and PD contacts to ensure that the update is applied across the board with no interruption of daily activity.
F118	Must Have	The solution shall download software upgrades as needed.	Base Functionality	Please refer to item F116 above.
F119	Must Have	The solution's software update function shall be automated and shall not require anyone to physically touch each deployed device.	Base Functionality	All updates and upgrades are applied during the sync process and do not require user intervention.
F120	Must Have	The solution shall support NIEMS naming standards.	Base Functionality	Not only are we 100% NIEMS-compliant, but we will also match whatever the City's interpretation of those NIEMS standards are.

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F121	Expected	The solution shall support exporting data in the NDEX (National Data Exchange) format to CopLink	Base Functionality	The Brazos Solution can export data in any format desired by the City. We will provide an export in the NDEX format at no additional cost.
F122	Desired	The solution shall integrate with Active Directory	Base Functionality	We have the ability to integrate with an existing Active Directory network via LDAP integration.
F123	Must Have	The solution shall be able to accept street updates from ESRI.	Base Functionality	The Brazos Solution can accept updates from an ESRI application in .shp file format. The frequency and parameters of these updates are defined and controlled by the City via BuildIT. We are currently working on the ability to capture street information from the GIS database through the new ESRI web services as well.
F124	Must Have	The solution's citation/warning issued date/time stamp shall not be made available for alteration by the user.	Base Functionality	The City defines and controls all aspects of the Brazos Solution via BuildIT. The date/time stamp can be system-created and not modifiable. Additionally, the date/time stamps and historical field changes can be locked from any user modification.
F125	Must Have	The vendor's solution shall ensure database licensing is included as part of the purchase.	Base Functionality	A license for Microsoft SQL Server 2008 is included in this proposal but is only required for the locally installed server option. No license is needed for the hosted model.
F126	Must Have	The vendor shall advise the amount of DBA support that is needed once the system is in production.	Base Functionality	Since we would install the same solution locally (if desired by the City) then we can provide a complete maintenance plan that can be administered by either the City or Brazos support personnel. We expect limited DBA support from the City in either case.

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T001	Expected	The desktop component of the solution should be able to run on the MS XP Operating System (City desktops are managed via the network). In addition, the vendor should have plans to support Microsoft Windows 7 desktop OS.	Base Functionality	Since there are no desktop installation requirements, we support all Microsoft OS versions required including (XP and Windows 7). Additionally, our laptop software has already been certified and deployed on both Windows XP and Windows 7.
T002	Expected	If the solution is client-server architecture, the client software should be Citrix compliant.	Base Functionality	As described above, the entire Brazos back-end solution is web-based and can operate in a Citrix environment if desired. Additionally, all installed/embedded ticket writer software communicates via webservices and will also support a Citrix environment if desired.
T003	Expected	The vendor must identify any third-party software products used within the proposed system configuration.	Base Functionality	The eCitation server is web-based running under IIS6.0 with a SQL Server 2008 database. We use SQL Server Reporting Services to build and display the reports on the eCitation server. The report designer for Reporting Services is free with the license, and the license to Reporting Services is free when you own at least a standard version of the DBMS (which the City does, per the RFP). The report writer is very flexible and fairly similar to the Crystal Reports report designer.
T004	Expected	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.	Base Functionality	Brazos Technology maintains all hosted systems with the latest versions and patches as they are delivered by Microsoft. We typically test all patches 2 days after release in order to eliminate the immediate issues that have arisen in the past.

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				If a patch/upgrade causes an issue with any component of the system, we notify our customers of the incompatibility and work with Microsoft to identify and resolve the issue.
T005	Must Have	The Vendor should provide documentation depicting the technical architecture of the components of this solution, including a simple network architecture diagram.	Base Functionality	All system documentation is specific to each implementation. It is maintained online. Please refer Appendix D of the proposal for a sample diagram.
T006	Expected	The proposed solution client software should not depend on Microsoft Office applications for proper operation.	Base Functionality	The Brazos Solution does not require Microsoft Office applications at all. It only requires an internet browser.
T007	Expected	If the application is web-based, the solution must support updated versions of Internet Explorer and Firefox client web browsers within 30 days of new releases of the browsers.	Base Functionality	The Brazos Technology Enterprise server is 100% web-based today and is validated for Internet Explorer and Firefox. As new versions are released, we download and test the latest versions for compatibility. We will then identify members of our development team who will use the latest versions in their day to day operations in order to not only fully test the browser but identify what new features we should incorporate into our solution.
T008	Must Have	The proposed solution's client interface (whether client software or web browser) must maintain compatibility with routinely updated desktop components such as browser interim update releases, updates to Java and Javascript, Windows OS security patches, etc.	Base Functionality	As described previously, our development team will download and install all patches and upgrades to test and certify the upgrades 2 days after release. Once those patches have been certified, we will identify team members to operate on those changes in their day to day operations as a fail-safe method for both identifying/resolve issues as well as identifying new features that can be

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				incorporated into our solution.
T009	Expected	The solution should support multiple instances of production, testing (application updates and OS updates) and training environments simultaneously.	Base Functionality	For the ticket writer software, we recommend that the City have separate laptops for the testing and/or training environments. If the City elects to utilize the hosted environment, these procedures are completely provided by Brazos. In the locally installed model, the City can either have replicated environments and maintain those environments for testing and training purposes. We would not recommend a virtualized environment for testing but would consider using a virtualized environment for training. Our licensing model would allow for the testing environment at no additional cost, but we would charge for licensing the training environment.
T010	Expected	If data archiving is provided, the solution should enable data storage and retrieval from archived data in a manner which is consistent with production integrity. Data Archiving mechanisms must include configuration and metadata elements as part of their backup scheme, and restoration should be automated as part of the restoration solution.	Base Functionality	Brazos Technology believes strongly that any backup and/or DRA procedures must adhere to the DRA plan provided by the City for mission critical systems. All DRA systems/procedures are completely controlled by Brazos in the Hosted environment and we have NEVER lost a record. If the City elects the locally installed option, we would work with the City to comply with this requirement within

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				the existing DRA processes/tools that exist within the environment. In terms of the overall Brazos Solution, we do not archive citations/records. They are always available for reporting purposes, and we currently have over 3 million citations available on our hosted servers today.
T011	Expected	If data archiving is provided, the solution should allow a user with appropriate privileges to define datasets to be archived, retention periods for current and archived data, and the date and time of archival.	Base Functionality	As described previously, the DRA process should mirror the existing City's plan for backup and recovery. We do not force the City to archive data within our solution, and we always have that data available for reporting purposes.
T012	Expected	The solution should allow users with appropriate permissions to view & print application error logs online.	Base Functionality	Users with administrative privileges can view multiple log files. All log files include date/time, user information, and software versions. Device log files contain all activity performed on the device, user logins and any error that occurs on the device. Server log files contain all user logins, failed login attempts, pages accesses, and any errors that occur on the server. Webservice logs contain all activity related to the webservices, including any errors that occurred.
T013	Expected	Application updates and operating system security patches should be administered without downtime.	Base Functionality	All updates are pushed down to the devices and laptops during the sync process with no user and/or IT intervention.

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T014	Must Have	The proposed solution must be capable of providing 99.9% uptime if the City of Austin chooses to require it. 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.	Base Functionality	Since the Brazos Solution has existed in a hosted environment for such a long period of time, our reliability methods and strategies are extremely well tested and proven. We employ a combination of RAID 10 and RAID 5 hardware arrays for fault tolerance as well as database mirroring for fault tolerance and reporting performance. All software systems have been tuned for a very highly scalable and available system that is continuously being improved. With our hosted solution, we have one of, if not the largest production eCitation solution in the country. If the City elects to install this solution locally, all of the availability and scalability described here would be delivered to the City since the software solution would be the same.
T015	Expected	The solution should be able to recover specific data records and/or files from backup and/or near-line storage.	Base Functionality	As described previously, we do not archive data as with other solutions and that data is available to authorized users at any time.
T016	Expected	The solution should be scalable for future growth.	Base Functionality	The current Brazos Solution supports over 12,000 users and over 6,000 ticket writers. We regularly have over 1,200 concurrent users on our administrative/reporting website and push over 6,500 citation per day. The Brazos Solution can easily demonstrate the scalability of our solution to meet not only the current requirements for the City, but allow for future applications and/or functionality in the future. We have included a per-license as well as site license cost in the price proposal for

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				Phase 2.
T017	Expected	Authorized users should be able to control and correct suspended or aborted transactions caused by an unexpected system, network or workstation outage.	Base Functionality	With the Brazos Solution, all aspects of the solution are available to system administrators. With our guaranteed data delivery mechanisms, there is no loss of data. All records can be reviewed/searched with the workflow statuses changed by authorized users for processing at any point in the process. For example, if a citation ever fails to import into the court system due to a court system outage, those records can be marked to re-download at any time.
T018	Expected	The solution should include a method of purging record data from the production database(s).	Base Functionality	Authorized users can delete any record if allowed for and desired by the City. This level of delete does not purge the system and can be recovered by a system administrator. System administrators can permanently purge records which will physically remove them from the database.

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T019	Expected	The Vendor should explain the relationships between data stored on the main servers, the report servers (if applicable), the training servers (if applicable), the archive servers (if applicable), and any off line data.	Base Functionality	The primary production database is the primary point for all transactions (adds/updates/deletes). This database is replicated to a reporting server and all reports are generated from that reporting server. In the hosted model, testing and training data are located on the primary server under another logical customer. This way all aspects of the system can be tested and/or used for training purposes with no production impact. In the locally installed model, the testing and training servers are stand-alone systems that are refreshed from production data in order to 'seed' the databases and then the testing/ training can be performed.
T020	Expected	The application should manage concurrent data updates by multiple users without creating deadlocks or data loss.	Base Functionality	Since Brazos utilizes a multi-tenant database for all customers, deadlock conditions have been addressed in a number of different ways. Stored procedure definitions, single threading specific tasks, and other data concurrency strategies have been extensively employed.
T021	Expected	The solution should ensure master file records cannot be deleted if any child records exist (referential integrity).	Base Functionality	Referential integrity is enforced at both the application and database levels. Master file deletes are performed via stored procedures to ensure that records are not orphaned. We do NOT use cascading deletes.
T022	Desired	The proposed system should provide data integrity to ensure the accuracy and availability of the data at all times.	Base Functionality	As described above, we employ referential integrity at the application and database levels through the widespread

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				use of stored procedures, foreign key constraints as well application level validations.
T023	Expected	The solution should provide a method for archiving historical data.	Base Functionality	As described above, we allow all historical records to be accessed and reported on based upon the City's requirements. Instead of an archival strategy involving removing historical records, we strongly recommend leveraging our flexible workflow process to define what actions can be performed by which users. For example, after a citation is exported and received by the Court system, we do not allow any modification to that record unless approved by a system administrator. This is just one example of how we allow for historical data integrity without the need of a physical archiving process.
T024	Desired	If specified in Functional Requirements, the solution should allow one or more files to be attached to, or associated with, a data record. (i.e. text files, scanned images, digital photos, faxes, etc.).	Base Functionality	All files related to a record including photographs, signatures, video, audio and citation images are associated with a citation and available for viewing via the Citation Detail Report. While we do not have a formal size policy, we will work with the City to minimize the size of any attached files such as faxes, scanned images, and or digital photos not captured via the Brazos solution. These files are stored on the server with the file reference stored in the DBMS. We have several services that run on the server to verify the location/presence of the files versus what is identified in the DBMS.
T025	Expected	The solution should perform forms-based data validation (field level validation) and display error messages when validation fails (i.e. user enters text in a numeric field).	Base Functionality	All fields are validated whenever the user prints and/or saves the record. These business rules are completely defined by the

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				City. The user is presented with the error message and immediately taken to the offending field for correction.
T026	Expected	Tables or logs of transaction updates should be maintained that indicate the data element value(s) changed and the date, time, and User ID of the person making the change.	Base Functionality	Every field on each record is logged every time a user changes a value and saves the record. The historical log captures the date/time, user ID, machine used by the user, original value, and changed value.
T027	Expected	If bulk or batch data loads are supported, the solution should use the same data validation criteria for bulk data loads as it does for manual data entry.	Base Functionality	All bulk updates perform the same validation for each record (as well as the change logging) as if the user manually updated the record.
T028	Expected	The application should support user-defined fields, and Application authorized users should be able to create, store, and retrieve data elements that are not part of the standard application.	Base Functionality	This is an absolute strength of the Brazos Solution. Each application can add an unlimited number of user defined fields that are fully validated, stored and retrieved by authorized users. Since the Brazos Solution is built on a development platform, each application can capture exactly what is desired by the City.
T029	Expected	The solution database should be well-documented, including a current data dictionary and Entity Relationship Diagram.	Base Functionality	Brazos will provide a complete ERD for the database if selected by the City.
T030	Expected	Future releases of the application should NOT render archived data unusable.	Base Functionality	Since we do not archive data, this will NEVER be an issue.
T031	Expected	The solution should include a transaction update confirmation or failure notification for user transactions, batch transactions and system administrator transactions.	Base Functionality	Each transaction provides the user with notification of the success and/or failure. All failures provide the specific error and allow the user to re-try and/or make modifications for submission.
T032	Expected	The solution must support DFS shares for file access.	Base Functionality	File access can be via DFS shares in all cases.
T033	Expected	If applicable, all supplied portable devices (laptops, hand-held units, etc.) must have display screens that are readable in conditions ranging from darkness to direct sunlight.	Base Functionality	The Motorola MC75A has been selected by almost all police departments due to the superior readability of the screens not only at night but also in the direct sunlight. Please refer to the MC75A brochure at the end of this

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				proposal for detailed specifications.
T034	Expected	If applicable, all supplied portable devices (laptops, hand-held units, etc.) should be resistant to heat, cold, moisture, dust and shock.	Base Functionality	The MC75A is extremely rugged, is rated for a 4-5 foot drop to concrete, and is water resistant (can be used in the rain with no problems). It operates at temperatures between 40° and 140°F (-40° and 60°C). In addition, the MC75A can operate in weather with up to 95% humidity.
T035	Expected	If applicable, all supplied portable devices (laptops, hand-held units, etc.) should be capable of receiving program or firmware updates via network connections.	Base Functionality	The Brazos Solution includes all software, configuration, and dropdown updates automatically during the sync process. This process requires no user intervention and can be completely controlled by the system administrators. Currently, the only potential update that the Brazos Solution cannot perform is the PDA/laptop operating system.
T036	Must Have	The proposed solution should include a detailed explanation of any real-time or near real-time data interchange required to/from other systems.	Base Functionality	There are no real-time data exchanges required by the system except for the TLETS queries. All data connections from other systems (locations, offenses, officers, etc) can be in a batch mode and will update the DBMS server. The ticket writers will update the ticket writers during the sync process.
T037	Desired	If email is used within the application, the email component should be SMTP and/or Microsoft Exchange compliant and provide a messaging development environment through the provision of documented APIs.	Base Functionality	All Brazos messaging can utilize either SMTP or Microsoft Exchange. Our development environment consists primarily for development of the applications for the mobile devices and not the message itself. All messaging notifications, addresses, workflow, etc., are controlled via administrative screens within the

Req Nmbr	Priority	Requirement Description	Vendor Response	Vendor Response Description
				application.
T038	Desired	The solution must support the import/export of data from/to various other data sources/repositories (i.e. comma delimited, text, HTML, XML, SQL, etc.).	Base Functionality	The Brazos Solution includes a very powerful Import/Export Wizard. The Import/Export Wizard allows for XML, ODBC, and flat file formats for both incoming and outgoing data requirements.
T039	Desired	The solution should generate reports in a variety of file formats, including XML, PDF etc.	Base Functionality	The Brazos reporting engine utilizes SQL Server Reporting Services. Each report can be exported in PDF, Excel, CSV, XML, and TIFF formats.
T040	Expected	The solution should use standard (published) API's for interfaces to other systems. The vendor is responsible for developing the needed API's.	Base Functionality	Brazos has taken the system approach that we are the utility that integrates with other master systems (RMS, Court, etc.). As such, we have interfaced with many other system's APIs for pulling and pushing of data to our system. The list of these APIs is extensive and proves we have the ability to utilize many different formats and transport methods. We do not provide a published API for exposing our system functionality, but we do provide an extremely powerful Import/Export Wizard and have provided specific webservices for different customers/applications.
T041	Expected	If the proposed solution requires access to GIS data or an interface to the City's GIS system, the Vendor should specify all spatial software components required, with version(s) supported.	Base Functionality	We have worked primarily with ESRI shapefiles for capturing location data and presenting that data to the devices to validate addresses. We have worked with both ESRI versions 9 and 10. Currently we are deploying a mapping capability that will utilize ESRI 10 for geo-validating street against an

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				agencies shapefile as well as location services from Google, Yahoo, Microsoft, and ESRI.
T042	Expected	If the proposed solution requires proprietary spatial data to function, the Vendor should specify all required spatial datasets necessary for the solution to operate.	Base Functionality	In order to provide the geo-coding that supports spatial reporting, we will need the full ESRI shapefile for the City. This file can be received from either a file drop or a webservice provided by the City.
T043	Desired	Reports provided by the application should be compatible with Crystal Reports, or provide a mechanism by which they can be initiated via integration with a Crystal Report's Server. The City of Austin will also support MicroStrategies BI tools.	Base Functionality	The Brazos reporting system is based upon SQL Server Reporting Services which is very similar to Crystal Reports. Since we are providing the ERD, all reports created by the City can be in either Crystal Reports or SQL Server Reporting Services. If the City elects to create reports via Crystal Reports, we would define those reports for access on our system and then link to the Crystal Report's server for report access. All user access to those reports (from the Brazos system) will be controlled via Brazos.
T044	Expected	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.	Base Functionality	All data transmissions from the ticket writers to the servers are compressed, encrypted (AES), and transmitted via HTTPs. This strategy minimizes the overall data size that is sent via the WAN. In addition to compression, we only transmit changes to lookup data instead of transmitting all lookup data on every sync.

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T045	Expected	The proposed solution's components should be capable of being monitored by network management tools to determine that the components are communicating properly.	Base Functionality	Since all back-end server components are web-based and the DBMS is SQL Server, all aspects of the system can easily be integrated with existing network monitoring strategies. We will work with the City to define our monitoring strategies and support additional strategies required by the City.
T046	Expected	The Vendor should use standard Domain Name Services (DNS) for identifying all server components in the system.	Base Functionality	All communications to and from the servers is performed via webservices. Each implementation can utilize DNS names (or IP addresses) for each of the servers (production, test, and/or training).
T047	Must Have	The solution software must use an accurate, verifiable time source such as GPS clock, NTP or Stratum time source for a traceable time stamp, which is applied to various transactions or key events.	Base Functionality	All servers are configured to utilize NTP for time synchronization. Each device also verifies the time source every time it communicates with the server (in batch or real-time) to ensure the proper time on the device. All activities (record save, error logs, photograph taken, etc) are date and time stamped. All date/time stamps are records and available for reporting.
T048	Must Have	If the solution back-end components use date/time stamping, the client-side components should be synchronized with the back-end servers.	Base Functionality	As described above, this is done every time the device communicates with the server in real-time or batch mode.
T049	Expected	TCP/IP switched and routed protocol must be used as the sole network protocol for both LANs and WANs.	Base Functionality	Since all communications to the external sources uses webservices, all traffic explicitly uses TCP/IP.
T050	Expected	The Vendor should provide a backup process that does not impact the performance of the core system or the availability of online data.	Base Functionality	The hosted Brazos Solution uses the off-site storage and backup services from Iron Mountain. We have not had any issues with production performance or availability of on-line data.

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T051	Must Have	The application must be able to fully support the number of concurrent users specified in functional requirements without any system modification to the application as proposed.	Base Functionality	The server model that we recommend for the City is the same model that we use to host over 150 customers. On this server we have over 12,000 registered users and over 6,000 devices authenticated on our system. We have seen over 1,200 concurrent users on the server performing reporting, data entry and administrative functions. Our current run rate is over 2.5 million records processed per year with over 1 million database transactions per month. This type of volume demonstrates that our system can handle the volume requested by the City with the system that is in production today.
T052	Expected	The solution shall not require operating system administrator privileges on the client workstation(s) to run or receive application updates.	Base Functionality	Since our reporting/administrative server is web-based, there are no installation requirements. For the laptop based ticket writers, there are no administrative requirements for Windows XP. We do need to install the solution with Administrator privileges for Windows 7, but all execute and updates do not require administrative privileges.
T053	Expected	If bulk data loads via the Internet are supported by the solution, a secure network transport method for bulk data shall be supported.	Base Functionality	All bulk uploads (i.e. location data) are provided via webservices. We utilize a windows service (GetLocal) that will run on-demand or via a schedule, get the data (from a file, webservice, or ODBC connection), and push the data to a webservice on our server. Additionally, we can provide a user screen for a direct file upload if desired. All communications would then be via HTTPs.
T054	Expected	When new users are created, the security permissions assigned to the new accounts shall default to least privileged.	Base Functionality	We can set the default user privileges to whatever the City desires.

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T055	Desired	Authorized users shall have the ability to monitor (in near real-time) and report on file access activities for a particular user, group, application, device, and file.	Base Functionality	All logging and audit reports pull the latest information available on the server. This means that all activity on the server itself is available immediately; all activity from the ticket writers is available after a sync. All import/export or file based activity is available immediately after execution.
T056	Desired	The solution shall provide authorized users the ability to track and log all transactions originating from external network sources.	Base Functionality	We track all activity regardless of whether it is internal or external. Part of those log files includes not only the user but the machine (name and IP address) that performed the function.
T057	Desired	The solution shall display a configurable security banner upon login.	Base Functionality	We can support this feature if desired.
T058	Desired	The solution shall NOT use Active Server Pages for web-based communications.	Base Functionality	Our entire solution is .NET, and we do not use ASP for any part of our application.
T059	Expected	To maintain network security, the solution shall include re-assignable ports for the solution.	Base Functionality	All network communications (including DBMS access) can specify particular ports.
T060	Expected	The solution shall minimize the number of different IP ports and protocols to limit exposure and simplify security administration.	Base Functionality	As described above, the City can select the specific ports available for the system. Typically, we only expose port 80 and port 443 for any external traffic.
T061	Expected	The solution will allow built-in accounts to be renamed.	Base Functionality	This is a standard feature of our installation.
T062	Expected	The solution will provide a method to change the passwords for built-in system accounts (i.e. Administrator, Admin, Super, etc.).	Base Functionality	The Brazos Solution provides a complete password strategy including changing passwords, optional password reminders, and password strengths as defined by CJIS.
T063	Must Have	When the vendor is connected to the City's VPN for solution support purposes, single tunneling is required (which means that they are disconnected from their local network during the VPN session).	Base Functionality	We can agree to this solution with the caveat that we would be unable to sync a device from the Brazos support team and push that record (if the City selects the locally installed option).

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T064	Must Have	If the solution provides a Web server, the solution's Web interface must be able to operate a secure communication session as SSL 128 bit encrypted HTTPS.	Base Functionality	This is built into our standard system.
T065	Must Have	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.	Base Functionality	We allow the City to define the format of passwords including supporting the password strength requirement of CJIS.
T066	Must Have	Passwords must not be displayed as readable text when users are entering them on-screen.	Base Functionality	This is a standard feature of our system.
T067	Must Have	Passwords must NOT be included in automated sign-on procedures, stored unencrypted in cache, or transmitted as clear text over the network.	Base Functionality	All passwords are stored as password fields in .NET and encrypted in transit. Additionally, all network traffic is performed via HTTPs.
T068	Must Have	The solution must be capable of supporting tiered user permissions to provide application security.	Base Functionality	All users are assigned roles for determining their access levels and what they can do and/or see in the system. The City has complete control over each user and the roles assigned to that user via the website.
T069	Expected	If secure data transport is required, the solution shall provide a method of encrypting the application data between the front-end user system and the back-end servers.	Base Functionality	As described above, we utilize HTTPs for all web-access for both webservices and website access. Please note - we would create a certificate if the City elects to install the solution locally. Additionally, all traffic to and from the mobile devices encrypts the data via AES before sending the communications in the HTTPs tunnel.
T070	Expected	The system shall protect against unauthorized access to data by persons and other software programs.	Base Functionality	The database server is configured to not connections from any server except the IIS server. Only a VPN connection can establish a direct connection to the DBMS. Additionally, we recommend that Windows authentication be turned off for SQL Server.

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T071	Expected	To help enforce City of Austin's security policies, the solution shall provide a secondary means of identifying system users (i.e. workstation identification numbers, TCP/IP addresses, vendor assigned client IDs, or public key authentication).	Base Functionality	We can support additional security measures as required by the City. Most of these measures could affect the installation requirements depending upon the strategy desired. We can limit access to specific IP addresses, require installation of certificates, etc. We would be happy to explain our current security strategies if desired, but would consider those strategies to be confidential.
T072	Expected	The application shall provide a transaction log related to changes made to security (roles/groups/permissions).	Base Functionality	All changes to the security configuration is recorded in the system logs as required.
T073	Expected	To help enforce City of Austin's security policies, the solution shall allow the application administrator to disconnect a particular user and to lock out a user during an active session.	Base Functionality	If a user is deactivated or marked Inactive, their session is discontinued and they would be unable to re-login.
T074	Expected	Authorized users shall be able to define the number of login attempts allowed before a user account is locked and/or disabled.	Base Functionality	This is a configurable feature of the website. However, it is applicable to all users and not configurable on a user-by-user basis.
T075	Expected	The solution shall log an event and alert the application administrator when a user exceeds login attempts.	Base Functionality	We can set up a workflow to notify the administrator whenever a user account is locked due to exceeding the number of login attempts.
T076	Expected	The system must automatically log-off a user's work session due to inactivity within a City of Austin-defined period.	Base Functionality	The session timeout period can be set by the City and will automatically destroy the user session and log the user out when the time limit is exceeded.
T077	Desired	Authorized users shall be able to create user IDs with an expiration date and time (I.e. for contractors and temps).	Base Functionality	This is a standard feature of our system.
T078	Expected	System authorized users shall be able to create security profiles/templates to establish individual and group privileges.	Base Functionality	This is a standard feature of our system.
T079	Expected	The application shall allow the Application Administrator the ability to create user groups based on defined roles.	Base Functionality	This is a standard feature of our system.

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T080	Expected	The application shall allow the Application Administrator to restrict generic logins.	Base Functionality	While we cannot explicitly determine if a user is used by an entire group, we can set the login name format if desired. For example, must be in a specific format (like firstname. lastname, etc.).
T081	Expected	The solution shall allow for the operator to quickly lock the workstation/tablet in the event that they must leave the workstation unattended.	Base Functionality	This feature is not explicitly set within our application and would be supported specifically by the operating system.
T082	Expected	The application shall allow the Application Administrator to set the number of concurrent logins for a particular user on the same or on multiple workstations. The application shall generate an alert if a user attempts or exceeds this number.	Base Functionality	This can be configured with this system. Notifications would be the same as the other system notifications (email, text message, SMS, etc.).
T083	Must Have	The solution must allow for multiple security roles for users (i.e.: Admin, Supervisor, Staff etc.) with appropriate permissions.	Base Functionality	Our role-based security allows for users to have multiple roles. While we do have a number of pre-defined roles, the City can elect to create new roles for further system refinement. We do not use Windows user accounts on the server and/or DBMS. The roles contain only the application level security. Any direct DBMS security would be set outside of the application on the database itself.
T084	Must Have	If the solution provides the means of user authentication, it must provide the ability for system users to change their active or expired passwords.	Base Functionality	Users have the ability to access their profile and change their passwords at any time. Once a password expires, they are prompted to change their password when they login by entering their username, previous password, and new password.
T085	Expected	The solution should implement intelligent input entry controls (i.e. drop-down selection lists, pre-formatted screens, shortcut keys, etc.) to make data entry more efficient.	Base Functionality	The Brazos Solution can be set up however the City wants via BuildIT. We use tabs on our screens so that there is minimal scrolling involved as the officers navigate through the citation. The City can also use dropdown fields, listboxes, hotkeys, etc. to minimize the keystrokes necessary to

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				complete the citation. In addition, the Brazos Solution allows the user to input and record all required data via the touchscreen, QWERTY keyboard, mag stripe reader, 2D imager/camera, audio, etc.
T086	Expected	The application data entry forms should retain previously entered data if users must navigate between related screens and/or modules.	Base Functionality	Once a record is entered into our system, all of that data (including people, vehicles, location, etc) is available to pre-populate any other form on the system. For example, once a citation is written and saved, a Tow report can be create and the person and vehicle would not have to be entered by the officer again. This would include any form developed in our system.
T087	Expected	City of Austin's system authorized users should be able to create and/or modify the content of on-screen error messages.	Base Functionality	All on-screen messages can be edited or created at any time by the City's personnel via BuildIT.
T088	Expected	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.	Base Functionality	The Brazos Solution supports a single login for all modules. The roles assigned to the user define which modules can be accessed as well as whether those records can be viewed, edited, added or deleted.
T089	Expected	If the application provides help messages and/or usage tips, such screen messages should be definable by the City of Austin's application administrator(s).	Base Functionality	All fields within the application can have editable help text. This help text is completely defined using BuildIT. Additionally, the City can create and upload help documentation to be available via the Help screen on the website.
T090	Expected	The solution should include functionality for cut, copy, paste, and undo.	Base Functionality	All identified functions are supported on the website and laptops. They are supported on certain PDAs (including the MC75A) but not others.
T091	Expected	The solution should reduce repetitive keying for data entry fields such as dates, city, state, zip, etc.	Base Functionality	All of the Brazos solutions attempt to minimize the effort for data entry. All fields can be defaulted to any value (such as today's date) via BuildIT. Dropdowns are

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				related (i.e. City/Zip) and can search automatically by starting to type the first characters.
T092	Expected	A customizable application user interface should not require modification of program code.	Base Functionality	All of our applications are 100% customizable with absolutely no coding. It is all performed via the web-based BuildIT platform.
T093	Expected	A customizable application interface should not prevent the application from benefiting from future updates of the software. If the application is customized, there is assurance that future upgrades and bug fixes will work without additional fees, time or consultative work to apply the upgrade.	Base Functionality	This is an absolute strength of Brazos Technology. While each application is 100% customizable, all of our customers are running the same software. This means that will never be left behind and require you to re-buy the software. With the Brazos maintenance package, you will receive all upgrades, bug fixes and enhancements at no additional charge for the software or for upgrading the solution.
T094	Expected	The solution should support automated alerting of specified users when key components are unavailable (such as DBMS, servers, interfaces, network transport).	Base Functionality	We have a complete error reporting strategy that allows all errors to be sent to the Brazos support staff as well as any designated City personnel. These notifications can be configured by issue so that only the court support staff would receive interface issues and that City IT would receive DBMS connectivity issues.
T095	Must Have	If the solution uses Oracle, it must use minimum release level of version 10g.	Base Functionality	The Brazos Solution utilizes SQL Server 2008.
T096	Expected	The solution should be capable of utilizing computer storage devices (SAN).	Base Functionality	All or portions of the data storage can be designed by the City as to the physical location such as a SAN.
T097	Expected	The solution should allow real-time monitoring, logging, and reporting on key application performance metrics, and should allow for the coexistence of non-invasive Database performance monitoring tools like Oracle Grid control and/or Idera Software.	Base Functionality	For the locally installed option, we strongly recommend using an existing monitoring toolset being used by the City. We utilize SQL Server tools for troubleshooting but do not typically leave them running in normal operations.

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T098	Must Have	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.	Base Functionality	This is a standard feature of our system.
T099	Expected	The Vendor should specify any requirements for job scheduling software. The City currently supports UNIX CRON, Tivoli Work Scheduler, Oracle DBMS_JOBS and MS SQL DTS.	Base Functionality	There are no job schedule software requirements. We do utilize SQL Server job scheduling for backups and maintenance.
T100	Desired	The City prefers Linux/UNIX OS for public web servers. Windows 2003 and 2008 Server and Linux/UNIX operating systems are acceptable for internal servers.	Base Functionality	We support Windows 2003 and Windows 2008. We utilize and recommend Windows servers.
T101	Desired	Linux/UNIX or Windows operating systems are preferred for application servers.	Base Functionality	We support Windows 2003 and Windows 2008. We utilize and recommend Windows servers.
T102	Expected	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.	Base Functionality	The Brazos server solution has a 3-tier architecture. Since both the application and business layer use SOA, we very easily support load balancing across multiple servers (physical and virtual).
T103	Expected	'The Vendor must propose both minimum and optimal specifications for the servers (if applicable), client workstations, and mobile computing devices. This equipment must have the capacity to do run the proposed application, perform data analysis, querying and reporting functions.	Base Functionality	Optimal Server specs: Dual – 6 Quad 2.93 GHz processors 32 GB UDIMMS with Advanced ECC Three (3) 300GB 15k RPM SCSI HDs (RAID 5) Redundant power supply Two (2) 10GbE Network Adapters Windows Server 2003 Optimal PDA specs: Windows Mobile 6.5 or greater 1GB storage or greater

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				256 MB RAM or greater 2D barcode VGA Screen 3.5" diagonal screen or greater Optimal Laptop specs: Windows XP or Windows 7 100 MB of storage 1 GB RAM Microsoft .NET Framework 3.5 or greater
T104	Must Have	If the proposed solution requires an Application Server, specify the recommended platform, including Operating System, OS version(s) and OS release(s) supported.	Base Functionality	We recommend either Windows Server 2003 or Windows Server 2008 with the latest OS patches/versions. This server will run IIS 6.0 or greater.
T105	Expected	The City of Austin should be able to accurately plan for storage and backup requirements, both for initial implementation and for future growth.	Base Functionality	The estimates provided previously are based upon actual data from the Brazos system. If the City elects the locally installed option, the City should expect the DBMS to be 12GB per 3 million records. The storage for the middleware, pictures, video, audio, backup files, and websites is 250GB for 3 million records.
T106	Expected	The solution should be supported in a virtual server environment based on VMWare Infrastructure 3.	Base Functionality	The Brazos Solution supports VMWare for virtualization.

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T107	Must Have	The proposed solution must be capable of being fully restored in the event of catastrophic server failures.	Base Functionality	In the event that a catastrophic failure occurs for any or all servers, the data will be restored from the backup media and/or offsite location. DBMS backups run incremental backups every four hours. Full backups are run once per day. All designated files are backed up to a tape media every day. Differential files are also backed up to an offsite location every four hours. The maximum amount of data loss with the current backup schedule/plan in the case of a catastrophic failure is 4 hours worth of data from the file server. All DBMS data is immediately replicated to another database and the four hour data loss would only occur if both the production and replicated sites were destroyed simultaneously.
T108	Desired	If the proposed solution includes fail-over, the fail-over event should be completely automated.	Base Functionality	The fail-over to the mirrored DBMS is not automated and does require a change to the web config file. We have elected to make this a manual event to ensure that the system administrators know there has been a switch to the primary DBMS system. Any load balancing or mirroring of the IIS server is automatic. Notifications of both a failure to the DBMS and/or IIS server include notifications to Brazos support and the system administrator.
T109	Expected	The RDBMS used by the solution (if applicable) should support transaction logs and allow a data restore from transaction logs.	Base Functionality	MS SQL Server support transaction logs and allows for restoration as well as replication from those logs as a standard feature of the DBMS.

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T110	Expected	The system should include a backup and recovery plan for data, data structures, application software files, executables, and application software utilities. The plan should include a backup and recovery test plan.	Base Functionality	Brazos already has a complete DRA plan implemented for the hosted solution. If the City elects the locally installed option, we strongly recommend that the current DRA processes utilized by the City be implemented for this solution. We have included our off-site storage services from Iron Mountain as an option.
T111	Expected	If the solution uses relational database management technology, it should be capable of supporting high availability and resiliency.	Base Functionality	As described above, the Brazos Solution replicates the database to another server which is primarily used as a reporting server. This reporting server is also used as a fail-over server for production transactions if a catastrophic failure occurs to the production server.
T112	Expected	The software environment should be capable of dynamically accepting changes to network configurations with little or no impact on solution availability (i.e. installing additional servers/workstations and changing the IP or subnet of any of the servers).	Base Functionality	All server names (DNS) and DFS file shares are easily configurable. Any networking changes, including subnet changes, DNS TCP/IP resolutions, etc, do not affect the operation of the system.
T113	Must Have	If the proposed solution provides high availability (HA) level of service, specify the HA components required (such as Oracle RAC or Data Guard), and indicate if such components are included in the proposal.	Base Functionality	As described above, Brazos replicates the DBMS to a second server which is normal provisioned as a reporting server. In the case of a catastrophic failure, the reporting server is re-provisioned as the primary production DBMS until the production server is restored.
T114	Must Have	If the application software is designed for mobile communications, the application software must provide features that protect against data loss when roaming between different networks.	Base Functionality	The Brazos Solution has been built from the ground up as a mobile solution with complete fault tolerance for multiple transport methods. When pushing data from the mobile devices, we verify all transmissions for completeness and CRC values before sending the 'received' notification to the mobile device. If the mobile device does not get the

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				'received' message, the message is not removed from the device and the push is attempted again when the network is restored. It is important to note that we have never lost a record in transmission.
T115	Must Have	The solution should use a widely-accepted and well-supported DBMS such as Oracle 10g (or higher) or MS SQL 2000 SP3.	Base Functionality	We support MS SQL Server 2005 but prefer MS SQL Server 2008.
T116	Expected	The Vendor should provide recommendations for tuning parameters for all databases.	Base Functionality	We will provide complete recommendations for tuning and securing all servers if the City elects to install them locally. These tuning and security procedures are confidential and will be provided to the City if we are selected for the project.
T117	Expected	If the proposed solution uses an RDBMS system other than Oracle 10g (or higher) or MS SQL 2000 SP3 (or higher), the RDBMS should support two phase commit procedures.	Base Functionality	We support MS SQL Server.
T118	Expected	If the proposed solution includes a relational database management system other than Oracle or MS SQL, the RDBMS must be ACID compliant.	Base Functionality	We support MS SQL Server.
T119	Expected	The proposed solution should support Service Oriented Architecture.	Base Functionality	The Brazos Solution has been built from the beginning as an SOA platform before the term SOA existed. We exclusively use webservices for all communications and reporting purposes and extensively use webservices for backend processing purposes.
T120	Must Have	If the proposed solution uses Oracle DBMS, and is client-server architecture, specify the required number of Oracle client licenses.	Base Functionality	We support MS SQL Server.
T121	Expected	The solution should be able to run in a VLAN environment.	Base Functionality	The Brazos Solution is fully operational in a VLAN environment. We do not control or require network components other than DNS and DFS file share name resolution.

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T122	Desired	The system components should be capable of using SNMP (V3) to report system metrics via the network.	Base Functionality	Since all backend server components are web-based and the DBMS is SQL Server, SNMP reporting is available.
T123	Must Have	The solution should be able to run in an environment that uses 100/1000MB full duplex connections for back-end systems.	Base Functionality	All network connectivity from the devices and the network cards on all servers support full duplex connectivity.
T124	Must Have	If the proposed solution includes electronic hardware such as servers or network devices, all network-enabled hardware must support auto-negotiation of network speeds and duplex settings, including 10 mbps, 100 mpbs and Gigabit Ethernet, if applicable.	Base Functionality	This is standard on all hardware proposed.
T125	Must Have	Application servers should NOT require Layer 2 adjacency.	Base Functionality	Yes, all servers components can be separated on different network segments and our servers do not require Layer 2 adjacency.
T126	Must Have	The proposed application should NOT require static network routes.	Base Functionality	The Brazos servers do not require static routes. It is possible however if the City elects to utilize the Brazos Message Switch for TLETS returns that static routes will be needed for communication with Texas DPS.
T127	Expected	The proposed solution should be compatible with, and easily supported on the City of Austin's native network infrastructure.	Base Functionality	As described above, all communications between servers is performed via DNS and DFS File Share. We allow the City to configure the specific ports desired for communications to all server components.
T128	Must Have	The proposed solution must not require broadcast messaging for normal operation.	Base Functionality	There are no broadcast messaging requirements for any part of our solution.
T129	Expected	The proposed solution must be capable of operating over routed sub networks (does not require components to be co-located on the same sub network).	Base Functionality	Since all server communications utilizes DNS and DFS file shares, the network routing between servers is not controlled via the server components and each component can exist on different sub networks.
T130	Expected	If the proposed system components support SNMP, the Vendor must provide standard MIB files for all SNMP-enabled components.	Base Functionality	Since all server components are Windows operating systems, our servers support full Management Information Base (MIB) which include:

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				DHCP, HOSTMIB, and LMMIB.
T131	Expected	The solution should be capable of providing a current copy of the production data that allows system users to perform queries, perform data mining and produce reports on servers other than the production servers.	Base Functionality	If the City desires to perform true ad-hoc reporting and/or data mining, Brazos can provide all data to the City for this purpose. Methods for providing this data include replication, providing DBMS backup files on a periodic basis, etc. This data would be restored/accessed on a server other than the production environment.
T132	Expected	The solution shall provide RADIUS, LDAP, or MS Active Directory authentication to provide authentication to the application software, and should provide a scheme for Group level definition and implementation within the LDAP services. Additionally, the software should support SSO (single sign on) methodologies.	Base Functionality	The Brazos Solution can provide LDAP integration for all server components and laptops. This will maintain the single-sign on methodology. We have also found that LDAP integration is not practical for PDAs due to the disconnected nature of their login process. Typically we provide the user management for all PDAs.
T133	Must Have	If the solution includes a firewall, it must not use an application-layer proxy firewall. The solution must use a stateful-inspection firewall instead.	Base Functionality	We have not proposed a firewall as part of the solution and would not recommend using an application layer firewall. If the City elects to install the solution locally and desires to have a firewall, we strongly recommend a firewall appliance that is already being used in the environment today for supportability.
T134	Expected	All Windows-based solutions deployed on both client workstations and servers shall be compatible with Trend Micro Anti-Virus and SMS for servers and workstations.	Base Functionality	Brazos has certified operation of our solution with the Trend Micro Anti-Virus and SMS.
T135	Expected	System directories affected by City of Austin-installed system-hardening software must be easily identifiable by Security Administrators so they will know which directories to lock.	Base Functionality	Brazos will provide a complete listing of directories and uses for those directories for all components of the solution.

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T136	Expected	The Vendor should maintain a recovery test plan and recovery test procedures that result in a full recovery of the system following full and partial system failures.	Base Functionality	Brazos will provide a complete test plan and DRA procedures used for our test plan if desired and selected by the City. We consider this documentation to be confidential.
T137	Must Have	There is no acceptable loss of data due to system failure.	Base Functionality	The Brazos Solution has a number of features that ensure that data are never lost, either from the device to the eCitation server or from the eCitation server to the City system(s). On the Device Once an officer saves a record (citation, FI, or any other record), that information is backed up to a non-volatile area on each proposed device. That non-volatile area contains all information that has been saved along with the files needed to re-install the application. This means that not only are the data secure, but also that once power is reapplied to the device, the application will reload automatically without the need for IT intervention. We have never lost a record that was saved on the device. One of our customers left a ticket writer on the roof of a patrol car and lost the device in a field. They didn't find the ticket writer for 2 months (during the rainiest season on record for the Dallas area). When the ticket writer was found by a maintenance worker, it was cleaned off and placed in the cradle. After the device was recharged, the software automatically reloaded, and five tickets were pushed off of that device.

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				In Transit When the data are synced, there are two layers of technology that will ensure proper delivery. The Brazos Solution will provide the first safeguard for the information. The Brazos Solution works on a request/confirm model where all information is sent, validated, and confirmed before a transmission is considered complete. ALL data transmissions receive a valid and authenticated confirmation message before the information is removed from the mobile device. This method guarantees that all information is received and complete, even if a connection is lost during the sync process. We have never lost a record in transit from any mobile device back to the eCitation server. **On the Server** The Brazos eCitation server serves as a middleware product for electronically moving information from the mobile devices to the City system(s). It also serves as a robust reporting mechanism for any record captured from the mobile device. As such, the only mission-critical disaster recovery needs for this box are the continued processing of records not yet sent to the City system(s) and the continued process of citations that are being written on the street.

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				Once confirmation of the successful receipt of a record from the City system(s) is received by the eCitation server, the Brazos Solution can mark any and all records with the current status and the date that status was received. The Brazos Solution also allows the City to re-download any citation record that was rejected after modifications are made to resolve the conflict. While this is a 'soft' safeguard to pushing the information to the other system(s), it is important to note that the City will have a complete system to resolve issues and resubmit records to any and all system(s).
				With both the layers discussed above to guarantee data delivery, any outage of the eCitation server would not cause a data loss situation. In the case of the eCitation server being unavailable, the records will remain either on the device or in the queue to be processed when the server comes back on-line.
				DRA on the Server
				As previously stated, our solution comes with two server options – either the hosted model (citation data and reports reside on Brazos Technology's servers) or the locally installed model (servers are installed locally at Austin). If the City opts for the locally installed option, Brazos Technology recommends the same server that we use to support over 150 of our customers who

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				have opted for the hosted model. The proposed server hardware has a RAID 5 array configuration. The City will receive installation procedures for the server and all software components in case of a catastrophic hardware failure. As to the proposed disaster recovery method for the data on the server, it is our belief that the City should pursue a unified strategy that mirrors the other mission-critical systems already in place.

Part of a successful recovery is both the availability of the information as well as a documented and well-known process that would minimize any downtime. Our solution comes with built-in database maintenance plans that at a minimum create both full backups once per week and daily incremental backups. With these backup files, the City can fully restore all data once the server has been brought back online. The storage of these backups is the component that needs to mirror the current City strategy. Whether the City is using tape backups, off-site storage, local SANs, or another physical media for retaining backups, the same procedures should be employed for this solution.

The backup software that is being used for other servers should also be standard for the City. We are not able to fully explore this requirement but would be more than willing to consider additional layers of disaster recovery |

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				options at the City's request.
				Another critical aspect of a successful backup and recovery plan which warrants discussion is battery backup on the handheld devices. Automated Battery Recovery is a feature that cannot be fully appreciated until you experience it. We were recently talking to a client who had purchased a competing product for electronic citation. When one of those units' batteries died, the client proceeded to spend over 40 hours (over a period of days) on the phone with the company trying to resurrect the dead unit.
				The fact is, when the battery dies on a handheld unit, so does all of the data and programs that have ever been loaded on it. Upon restoration of the battery, the unit will revert to the original factory-shipped state. Brazos Technology's Automated Battery Recovery ™ (ABR) is unique within the industry and, unfortunately, not highly valued except by those who have experienced battery loss. Battery loss is inevitable when deploying and using handheld devices. Therefore how and if the device recovers from loss of battery is critical. Brazos Technology's ABR is as simple as inserting a charged battery. Upon battery restoration, ABR kicks in, and the unit completely reinstalls all Brazos software and recovers all data as of the last time the software was cleanly exited. There are no

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				phone calls needed, no software to reinstall, and no lost data. This feature is huge when you consider the fact that these handheld devices are not like PCs – they don't have hard drives. When the battery goes, so does all of the installed software and data. A strong recovery strategy is essential, and Brazos Technology's ABR fills that need.
T138	Must Have	Hosted solutions must provide a method for the City to periodically download and store copies of the hosted data on City-provided storage.	Base Functionality	As described previously, Brazos can provide the City's data via several different methods. Database replication, SQL Server backup files, and CSV are all available for providing the data to the City. All scheduling will be controlled from the Brazos website and editable by authorized users. The method selected by the City will determine the connection required. We can use VPN, GetLocal to pull the file down, or a secure FTP site if provided by the City. Please note that we do not recommend FTP for any

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				purpose and would consider that to be least favorable option.
T139	Must Have	Authorized users must be able to receive a complete copy of current and archived data hosted by an ASP provider in the event of contract termination.	Base Functionality	Technical requirement T138 explains how the data can be provided to the City. In the event of contract termination, Brazos will agree to provide a complete snapshot of all data via any method desired by the City. Electronic feed, DVD, and/or USB storage drive would be good examples along with certified or in-person delivery of the media.
T140	Expected	The application's client should be capable of running over a low-speed connection of as slow as 128kbps.	Base Functionality	As described previously, the Brazos Solution does not specify any bandwidth requirements for web-access or mobile device communications. We can and have operated over many different connection speeds which can occur in the field with varying cellular connection signals.
T141	Must Have	The vendor must conduct a 3rd party annual security assessment of all tiers of its hosting facility, including application servers and network devices. Copies of the security audit reports must be provided to the City of Austin annually.	Base Functionality	Brazos utilizes Rackspace as the hosting company that provides Tier 1 hosting services. Rackspace does provide audits and Brazos will attempt to provide those to the City. Currently, Brazos does not perform 3rd party audits but would consider doing so if desired by the City.
T142	Must Have	All user access must be logged with time-stamped entries, and the log made available to the City of Austin.	Base Functionality	This is a standard feature of our system.

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T143	Desired	If, as a result of annual security assessments, high vulnerabilities are discovered, they must be remediated immediately.	Base Functionality	We would welcome the opportunity to work with the City and resolve any issues identified. Please note, since we do not control the physical location, we will have limited control over Rackspace for physical security measures. That being said, Rackspace is recognized as the industry leader for high-end hosting services.
T144	Expected	All packets passing through the gateway and/or firewall to the application servers must be logged, and logs be kept for a minimum of (10) days.	Base Functionality	We currently do not store all packets passing through the firewall for 10 days, but we have verified that we can increase the storage for 10 days at no additional cost through Rackspace.
T145	Expected	Sensitive data is to be protected; the solution must support a form of network session encryption.	Base Functionality	Brazos provides full SSL encryption for all network traffic to the website as well as communications traffic to and from the mobile devices. Additionally, all traffic to and from the mobile devices is encrypted via AES (per CJIS security standards) prior to pushing the traffic through the SSL tunnel.
T146	Must Have	City of Austin data must not be made available to any other parties not specifically authorized to view or access the data.	Base Functionality	All of the City's data are completely owned by the City. Brazos will NEVER provide that information to anyone without the City's permission. This even includes other law enforcement agencies unless specifically requested by the City. All access to data is restricted to authorized City personnel and the City defines who is authorized and who is not. Brazos employs many different layers and strategies for ensuring appropriate

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				access to the data. These strategies include: views, stored procedures, field by field security throughout the application, and many others. We are willing to cover these strategies in-depth with the City if we are selected for this project.

Maintenance

Brazos Technology Corporation will provide e-Citation OEM parts, repair, and application software support services on an as-needed basis as stipulated in this contract. While this contract is intended to provide non-warranty repair services, the resultant Contractor must be authorized by the manufacturer to provide warranty repair services.

1.1.   General Requirements

1.1.A.   Brazos Technology Corporation shall own and operate a service center authorized to perform warranty and non-warranty repair of eCitation Writers and Printers and be able to repair and ship them within 3 business days after the repair estimate is approved. The completion of the repair within the specified turnaround time is dependent on the availability of the hardware, parts and technical information or software provided only by MFR needed to complete the repair. Brazos Technology Corporation agrees to contact WCSD within 1 business day if the repair is expected to exceed the 3 business day timeframe. Brazos Technology Corporation will not be responsible for delays associated with inclement weather or natural disasters in the US and abroad effecting resources needed to complete repairs.

1.2.   Contractor Requirements

1.2.A.   Brazos Technology Corporation shall be an authorized service center for warranty and non-warranty repair of eCitation Writers and Printers.

1.2.B.   Brazos Technology Corporation shall employ OEM factory-trained technicians for the eCitation Writers. Brazos Technology Corporation shall provide these certifications upon request from WCSD.

1.2.C.   Brazos Technology Corporation shall employ OEM factory-trained technicians for the eCitation Printers. Brazos Technology Corporation shall provide these certifications upon request from WCSD.

1.2.D.   Brazos Technology Corporation shall have the capabilities to restore all eCitation Writers and Printers to the original manufacturers' specifications.

1.2.E.   Brazos Technology Corporation shall have the manufacturer's recommended testing and service equipment available to perform repairs. City has the right to visit Brazos Technology Corporation work location to verify their capabilities prior to award of a contract.

1.2.F.   Brazos Technology Corporation shall maintain accurate records of each repair and test so WCSD has direct access to maintenance and repair history at all times.

1.2.G.   Brazos Technology Corporation shall not sub-contract any of the services in this specification without the express written consent of WCSD.

1.3.   Parts

1.3.A.   The Contractor shall stock or have immediate access to a parts inventory sufficient to fill stock orders 95% of the time and to complete needed repairs within the timeframe stipulated in this Statement of Work. The stock level required shall be a two-week supply of inventory, which will be determined by the City after Contract award. All parts will be ordered on an as-needed

basis. The City reserves the right to inspect the Contractor's, or the Contractor's Subcontractor's, parts inventory and/or repair facility.

1.3.B. The Contractor shall provide new parts for repairs and installations. Parts must meet all applicable federal, state and local requirements for quality and safety. If new parts are not available, or if Wireless Communication Services Division requests them in writing (e.g. email), remanufactured or rebuilt parts may be used. Used, factory seconds, remanufactured, shopworn, demonstrator, prototype, and discontinued parts or materials are not acceptable.

1.3.C. The Contractor shall provide OEM parts. If OEM parts are not available, any parts that are not OEM shall be approved by the Wireless Communication Services Division Manager or designee in writing (e.g., email), and shall be equivalent to or better than the manufacturer's parts originally installed on the respective unit.

1.3.D. The Contractor warrants that ALL parts are free from manufacturer defects in material and workmanship for a minimum of twelve (12) months or for the standard period as provided by the manufacturer, whichever is for the greatest length of time. This warranty shall provide for replacement parts and shall include pickup of the defective part and delivery of the replacement part at no additional cost.

1.3.E. The Contractor shall provide a copy of the manufacturer's parts warranty to the Wireless Communication Services Division Manager or their designee within five (5) calendar days of request by the City. The warranty period for all parts shall not start until the part is actually installed on a unit as evidenced by the City's work order or the Contractor's invoice for repair services.

1.3.F. The Contractor shall notify the Contract Manager and the Wireless Communication Services Division Manager or designee of service bulletins, warranty replacements, safety notices, or any applicable notice regarding the hardware or parts being sold. Failure to report this within fifteen (15) calendar days after receipt of notice may result in cancellation of the contract.

1.3.G. The Contractor shall provide a point of contact for receiving orders from the City. A City representative from Wireless Communication Services Division will contact the Contractor by e-mail, fax, telephone or online to place an order for parts. The request will include the part number, part description, delivery requirements, and a unique delivery order number.

1.3.H. The Contractor shall confirm the quantity to be shipped to the ordering Wireless Communication Services Division representative by telephone, e-mail or online within four (4) hours after the order is placed.

1.3.I. The Contractor shall ship all orders for parts complete unless arrangements for partial shipments are made in advance. The Contractor shall provide, with each delivery, an invoice showing the description of each item, quantity, and unit price.

1.3.J. The Contractor shall provide, upon request, a monthly and/or yearly total of all parts purchased by Wireless Communication Services Division. The City prefers that the report be in an electronic format that may be sorted, or other City-approved format. The report shall include date purchased, invoice

number, part number, part description, price per part, and the total dollar amount for all parts purchased.

1.3.K.   The Contractor shall provide, as a courtesy, an electronic parts manual and any manufacturer's diagnostic software to be used on standalone laptop computers located in Wireless Communication Services Division. If online diagnostic materials are available by subscription, the Contractor shall provide the subscription to Wireless Communication Services Division as a courtesy.

1.4.   Repairs

1.4.A.   All warranty and non-warranty eCitation Writers and Printers in need of repair shall be shipped directly from the Wireless Office by preferred method and FOB destination.

1.4.B.   In response to a repair request, Brazos Technology Corporation shall inspect the entire piece of equipment and provide an estimate within two business days of receipt of the item(s) to be repaired, not counting the day delivered.

1.4.C.   Brazos Technology Corporation shall diagnose the repair and provide to requestor the following information in written form: the correction or repair needed, estimated labor hours, description and cost of parts, and total cost to complete repair.

1.4.D.   Brazos Technology Corporation shall obtain an approval of the estimate and a purchase order number prior to beginning repairs.

1.4.E.   Brazos Technology Corporation shall provide a limited warranty of at least 90 days on repaired items and the replaced parts.

1.5.   Delivery

1.5.A.   All deliveries shall be made to the City of Austin Wireless Office at 1006 Smith Road Austin, TX 78721. Unless requested by WCSD in advance, deliveries shall be made between the hours of 7:30 A.M. and 4:30 P.M. except for City of Austin holidays and weekends.

1.5.B.   Unless otherwise specified, repaired equipment shall be delivered via ground shipping and must be accompanied with a packing slip referencing the purchase order number.

1.5.C.   All deliveries shall be shipped FOB destination.

Pricing

Phase II Cost Spreadsheet

E-Citations & E-Crash projected itemized costs		
Handheld/Peripherals		
Item	**Desc**	**Price Each**
MC75A		
Handheld	MC75A (Ethernet capable)	$1,298
Magstripe	MSR7000-100R	$121
4 Bay Cradle	CRD7000-410ER	$340
Motorola MC75 Wall Charger (with Cables)	25-102775-02R and 50-14000-249R and 50-16000-082R	$95
Motorola Extended Life Batteries	BRTRY-MC7XEAB00	$48
Motorola MC75 4-Bay Battery Charger (with cables)	SAC7X00-400CES	$107
Brazos Stylus		
RAM Vehicle Mount for MC75As (for use in patrol cars only)	RAM-HOL-LG-SYM1PU, RAM-B-101U	$115
USB Cable for RAM to attach to Laptop		$25
MC67		
Handheld (if delivered before 8/21/2014)	MC67 (Ethernet capable)	$999
Handheld (if delivered after 8/21/2014)	MC67 (Ethernet capable)	$1,298
Magstripe	MSR5500-100R	$119
4 Bay Cradle	CRD5501-401EES, 23844-00-00R	$372
Motorola MC67 Wall Charger (with Cables)	25-102775-02R and 50-14000-249R and 50-16000-082R	$91
Motorola Extended Life Batteries	BTRY-MC55EAB02	$51
Motorola MC67 4-Bay Battery Charger (with cables)	SAC5500-400CES	$141
** There are no RAM Mounts for MC67		
Printers/Peripherals		
Item	**Description**	**Price**
Zebra RW420 Bluetooth Printer	R4D-0UBA000N-00	$680
Vehicle Charger (pigtails for MC's and cars)	CC16614--G1	$95
Panavise Mounting Bracket (for Patrol Cars)	727-06	$30
Add'l Batteries for RW420	AK17463-005	$78
Zebra 4-Bay Battery Charger	AC18177-5	$345
Zebra Wall Charger	AT17696-1	$65
Zebra Route Palette with US AC line cord (for charging MC75A and RW420 together)	AK18823-1 and AK18830-1	$324

Printers/Peripherals (continued)		
Item	**Description**	**Price**
USB Cable for Printer to Connect to Laptop		$30
Zebra Extended warranty for RW420 (4 years) includes overnight shipping	ZA0-RW41-4CO	$380
Zebra RW220 Printer		$634
Zebra RW220 Battery		$67
Zebra RW220 4 Bay Battery Charger		$345
Zebra RW220 Vehicle Cradle		$250
Zebra RW220 12V power supply vehicle wires		$95
Software/Interface Costs		
Item	**Description**	**Price**
e-Citation Mobile (includes year-1 warranty and maintenance, i.e. hosting)		$650
Includes Citations(Traffic, Parking, Criminal)		
Warnings		
Field Interviews		
Activity Reports		
Custom Interface Cost		$7,985
Brazos Accident Reporting to support 450 users		$175
Brazos Accident Diagramming		$79
PEO Admin Task		$2,500
eChalking Task		$1,200
Work Order Task (Parking)		$0
Taxi Inspection Task		$0
Real Time db query (Message Switch)		$0
GIS Services: (capture and reporting of X/Y coordinate)		$0
GIS Special Task: (Geocoding, Reporting, Graphical Display)		$6,500
Interface: Pay By Phone system		$2,500
Interface: COA ERP system		$0

Training and Project Management		
Item	**Description**	**Price**
Train-the-Trainer sessions	2 (8 hr) day (consecutive)	$3,500
Project Management: small task		$1,500
Project Management: medium task		$2,500
Project Management: large task		$5,000
New Task Setup and Configuration: small task	Installation, Integration, Test and Tuning	$3,500
New Task Setup and Configuration: medium task	Installation, Integration, Test and Tuning	$6.500
New Task Setup and Configuration: large task	Installation, Integration, Test and Tuning	$8,500
Warranty and Maintenance		
Item	**Description**	**Price**
eCitation Mobile License (non-site license, per-unit cost, year 2)		$250
Brazos Accident Reporting (non-site license, per-unit cost, year 2)		$200
Brazos Accident Diagramming		$15
Support (initial - years 1, 2, 3)	Bronze (3 Years)	$265
Support (extension - years 4, 5)	Bronze (2 year extension)	$205
	SUBTOTAL	$935
Consumables		
Item	**Desc**	**Price**
Paper (RW420)	TMK-R4KN5B (1 pallet)	$5,700
Paper (RW220)	1 case (36 rolls)	$75

Exhibit C
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

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. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

(B) (1) Not to engage in any discriminatory employment practice defined in this chapter.

(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. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER 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, veteran status, 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 OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure 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 OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor 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.

Further, 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 a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

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 the requirements of Chapter 5-4.

Term:
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this ____19th____ day of __August__ , __2014__

CONTRACTOR   _Brazos Technology_

Authorized Signature _____

Title   _President_