Amendment No. 6̶ 7
of
MA 5600 14082800022
for
Cemetery Information Management System
between
Ramaker & Associates, Inc.
and the
City of Austin

1.0 The City hereby amends this Contract by extending this Contract through December 27, 2020.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Term: 08/28/2014 – 08/27/2015	$30,864.00	$30,864.00
Amendment No. 1: Option 1 – Extension 08/28/2015 – 08/27/2016	$1,044.00	$31,908.00
Amendment No. 1: Option 2 – Extension 08/28/2016 – 08/27/2017	$1,044.00	$32,952.00
Amendment No. 2: Option 3 – Extension 08/28/2017 – 08/27/2018	$1,044.00	$33,996.00
Amendment No. 3: Option 4 – Extension 08/28/2018 – 08/27/2019	$1,044.00	$35,040.00
Amendment No. 4: Administrative Increase	$5,397.00	$40,437.00
Amendment No. 5: Contract Extension: 08/28/19 – 08/27/20 Administrative Increase	$7,716.00	$48,153.00
Amendment No. 6: Cost Proposal Modification	$0.00	$48,153.00
Amendment No. 6̶ 7 Contract Extension: 08/28/20 – 12/27/20	$0.00	$48,153.00

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: _[signature]_

Date: 8/26/2020

Printed Name: Brandon Finby
Authorized Representative
Ramaker & Associates, Inc.
855 Community Drive
Sauk City, Wisconsin 53583

Signature: Gil Zilkha

Date: _____

Gil Zilkha
Procurement Specialist IV
City of Austin
Purchasing Office
124 W. 8th Street, Suite 310
Austin, TX 78701

1

Amendment No. 6
of
MA 5600 14082800022
for
Cemetery Information Management System
between
Ramaker & Associates, Inc.
and the
City of Austin

1.0   The City hereby amends this Contract by modifying the Cost Proposal, attached hereto.

Customization Rate: $185.00

2.0   The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Term: 08/28/2014 – 08/27/2015	$30,864.00	$30,864.00
Amendment No. 1: Option 1 – Extension 08/28/2015 – 08/27/2016	$1,044.00	$31,908.00
Amendment No. 1: Option 2 – Extension 08/28/2016 – 08/27/2017	$1,044.00	$32,952.00
Amendment No. 2: Option 3 – Extension 08/28/2017 – 08/27/2018	$1,044.00	$33,996.00
Amendment No. 3: Option 4 – Extension 08/28/2018 – 08/27/2019	$1,044.00	$35,040.00
Amendment No. 4: Administrative Increase	$5,397.00	$40,437.00
Amendment No. 5: Contract Extension: 08/28/19 – 08/27/20 Administrative Increase	$7,716.00	$48,153.00
Amendment No. 6: Cost Proposal Modification	$0.00	$48,153.00

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: _____

Date: 3/17/2000

Printed Name: Brandon Finby
Authorized Representative
Ramaker & Associates, Inc.
855 Community Drive
Sauk City, Wisconsin 53583

Signature: Elisa Folco
Digitally signed by Elisa Folco
Date: 2020.03.17 13:27:08 -05'00'

Date: _____

Elisa Folco
Procurement Specialist IV
City of Austin
Purchasing Office
124 W. 8th Street, Suite 310
Austin, TX 78701

January 30, 2020

City of Austin, TX
2800 Hancock Drive
Austin, TX 78731

SUBJECT: City of Austin Cemetery Contract - Recent Extension Amendment

To Whom It May Concern:

It has come to your attention that the Exhibit A Cost Proposal used for Amendment No. 5 was done so in error. Those prices reflect the first five years of the contract. Amendment No. 4 to the contract shows current administrative rates.

Ramaker & Associates is agreeing to Amendment No. 6 to correct the error, which establishes our customization rate at $185 for the contract extension period ending on August 27, 2020.

Please feel free to contact our office at 608-643-4100 if you have any questions.

Sincerely,

RAMAKER & ASSOCIATES, INC.

Brandon Finley
Director of CIMS

Enclosures

Amendment No. 5
of
MA 5600 14082800022
for
Cemetery Information Management System
between
Ramaker & Associates, Inc.
and the
City of Austin

1.0   The City hereby amends this Contract by extending this Contract through August 27, 2020 and adding an additional $7,716 to the Total Contract Amount. Exhibit A, Cost Proposal, attached hereto.

2.0   The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Term: 08/28/2014 – 08/27/2015	$30,864.00	$30,864.00
Amendment No. 1: Option 1 – Extension 08/28/2015 – 08/27/2016	$1,044.00	$31,908.00
Amendment No. 1: Option 2 – Extension 08/28/2016 – 08/27/2017	$1,044.00	$32,952.00
Amendment No. 2: Option 3 – Extension 08/28/2017 – 08/27/2018	$1,044.00	$33,996.00
Amendment No. 3: Option 4 – Extension 08/28/2018 – 08/27/2019	$1,044.00	$35,040.00
Amendment No. 4: Administrative Increase	$5,397.00	$40,437.00
Amendment No. 5: Contract Extension: 08/28/19 – 08/27/20 Administrative Increase	$7,716.00	$48,153.00

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: _____

Date: 11/19/2019

Printed Name: Brandon Finley
Authorized Representative
Ramaker & Associates, Inc.
855 Community Drive
Sauk City, Wisconsin 53583

Signature: _____

Date: 11/26/2019

Elisa Folco
Procurement Specialist IV
City of Austin
Purchasing Office
124 W. 8th Street, Suite 310
Austin, TX 78701

EXHIBIT A: COST PROPOSAL

The City anticipates purchasing any additional servers, storage solutions, and associated system software through existing contracts when possible. Proposers may include such items as alternates for consideration; however all specifications, unit pricing, discount pricing, installation, and warranty information must be clearly provided and described. Despite how the required hardware and system software is purchased, the Proposer must accept responsibility for defining the technical requirements and associated configuration required to meet the City's stated objectives. The City reserves the right to award in our best interest including options such as the software without services etc.

Software and Maintenance Costs

Description	Year One Cost	Year Two Cost	Year Three Cost	Year Four Cost	Year Five Cost
Software	$6220	—	—	—	—
Licensing	—	—	—	—	—
Hosting Fees (if Vendor hosted)	—	—	—	—	—
Annual Maintenance and Support	$1,044	$1,044	$1,044	$1,044	$1,044
Other Costs if Required*	$700 deed $12,550 data migration	—	—	—	—
Per Year Total		$1,044	$1,044	$1,044	$1,044

*Include a detailed breakdown of other specific costs not referenced above on a separate sheet. Any customization or 3rd party software referenced in the response to Requirements.

Implementation Costs

Proposer must submit a detailed breakdown of services included as part of the implementation for both phases.

Description	Phase One Cost	Phase Two Cost
Implementation Services	—	—
Training	$475 or $950 or $1350/day plus expenses	—
System Integrations	—	—
Other Costs if Required	—	—
Total Cost	$475 or $950 or $1350/day plus expenses	—

Additional Services, Custom Development

Fixed hourly rate for custom development requested by the City of Austin for software functionality not included in the base software licensing agreement for years two through five.

Description	Year Two	Year Three	Year Four	Year Five
Customer Requested Development (fixed per hour cost)	$125 - $150 per hour	$125 - $150 per hour	$125 - $150 per hour	$125 - $150 per hour

Describe any complementary solutions that may benefit City, including functional description and cost. The cost of any complementary items will not be considered as part of the total cost of the proposal.

Amendment No. 4
of
MA 5600 14082800022
for
Cemetery Information Management System
between
Ramaker & Associates, Inc.
and the
City of Austin

1.0 The City hereby amends this Contract by adding $5,397 for CIMS Light Cloud upgrade.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Term: 08/28/2014 – 08/27/2015	$30,864.00	$30,864.00
Amendment No. 1: Option 1 – Extension 08/28/2015 – 08/27/2016	$1,044.00	$31,908.00
Amendment No. 1: Option 2 – Extension 08/28/2016 – 08/27/2017	$1,044.00	$32,952.00
Amendment No. 2: Option 3 – Extension 08/28/2017 – 08/27/2018	$1,044.00	$33,996.00
Amendment No. 3: Option 4 – Extension 08/28/2018 – 08/27/2019	$1,044.00	$35,040.00
Amendment No. 4: Administrative Increase	$5,397.00	$40,437.00

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: _____

Date: 8/2/2018

Printed Name: Brandon Finley
Authorized Representative
Ramaker & Associates, Inc.
855 Community Drive
Sauk City, Wisconsin 53583

Signature: _____

Date: 8/2/2018

Elisa Folco
Procurement Specialist IV
City of Austin
Purchasing Office
124 W. 8th Street, Suite 310
Austin, TX 78701

Amendment No. 3
to
Contract No. 5600 14082800022
for
Cemetery Information Management System
between
Ramaker & Associates, 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 28, 2018, through August 27, 2019. No options will remain.

2.0 The total contract amount is increased by $1,044.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 08/28/2014 – 08/27/2015	$30,864.00	$30,864.00
Amendment No. 1: Option 1 – Extension 08/28/2015 – 08/27/2016	$1,044.00	$31,908.00
Amendment No. 1: Option 2 – Extension 08/28/2016 – 08/27/2017	$1,044.00	$32,952.00
Amendment No. 2: Option 3 – Extension 08/28/2017 – 08/27/2018	$1,044.00	$33,996.00
Amendment No. 3: Option 4 – Extension 08/28/2018 – 08/27/2019	$1,044.00	$35,040.00

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: _Rachel Tygum_ 7-5-18   Sign/Date: _Bartley Tyler_ 7/5/18

Printed Name: _Rachel Tygum_   Printed Name: _Bartley Tyler_
Authorized Representative   Authorized Representative

Ramaker & Associates, Inc.   City of Austin
855 Community Drive   Purchasing Office
Sauk City, Wisconsin 53583   124 W. 8th Street, Ste. 310
                                      Austin, Texas 78701

Amendment No. 2
to
Contract No. 14082800022
for
Cemetery Information Management System
between
Ramaker & Associates, Inc.
and the
City of Austin

1.0   The City hereby exercises the extension options for the above-referenced contract. Effective August 28, 2017 the term for the extension option will be August 28, 2017 through August 27, 2018 with one (1) option remaining.

2.0   The total contract amount is increased by $1,044.00 for the current extension option period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 8/28/2014 – 8/27/2015	$30,864.00	$30,864.00
Amendment No. 1: Option 1 – Extension 8/28/2015 – 8/27/2016	$1,044.00	$31,908.00
Amendment No. 1: Option 2 – Extension 8/28/2016 – 8/27/2017	$1,044.00	$32,952.00
Amendment No. 2: Option 3 – Extension 8/28/2017 – 8/27/2018	$1,044.00	$33,996.00

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: _Rachel Tygum_ 9-7-17   Sign/Date: _____ 9/8/17

Printed Name: _Rachel Tygum_   Paula Barriffe
Authorized Representative   Procurement Specialist I - IT Procurement

                                        City of Austin
Ramaker & Associates. Inc.   Purchasing Office
1120 Dallas Street,
Sauk City, Wisconsin 53583

Amendment No. 1
to
Contract No.14082800022
for
Cemetery Information Management System
between
Ramaker & Associates, Inc.
and the
City of Austin

1.0   The City hereby exercises the extension options for the above-referenced contract. Effective November 7, 2016 the current term for the extension option will be August 28, 2016 through August 27, 2017 and there are two (2) options remaining.

2.0   The total contract amount is increased by $2,088.00 for options 1 & 2 for the current extension option period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 8/28/2014 – 8/27/2015	$30,864.00	$30,864.00
Amendment No. 1: Option 1 – Extension 8/28/2015 – 8/27/2016	$1,044.00	$31,908.00
Amendment No. 1: Option 2 – Extension 8/28/2016 – 8/27/2017	$1,044.00	$32,952.00

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: _Rachel Tygrum_   Sign/Date: _11-8-2016_ _Barriffe_

Printed Name: _Rachel Tygum_   Paula Barriffe
Authorized Representative   Buyer I - IT Procurement
                                                 City of Austin
                                                 Purchasing Office

Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

September 3, 2014

Ramaker & Associates, Inc.
Brandon Finley, Vice President
1120 Dallas Street
Sauk City, Wisconsin 53583

Mr. Finley:

The City of Austin Purchasing Office approved the execution of a contract with your company for Cemetery Information Management System in accordance with the referenced solicitation.

Responsible Department:	Communication Technology Management (CTM)
Department Contact Person:	Gilbert Hernandez
Department Contact Email Address:	Gilbert.Hernandez@austintexas.gov
Department Contact Telephone:	(512) 978-2322
Project Name:	Cemetery Information Management System
Contractor Name:	Ramaker & Associates, Inc.
Contract Number:	**MA-5600-140082800022**
Contract Period:	August 28,2014 through August 27,2015
Dollar Amount:	Not-to-exceed $30,864.00 per initial contract term and $ 1,044.00 for the first extension option, $1,044.00 for the second extension option, $1,044.00 for the third extension option and $1,044.00 for the fourth and final extension option. For a total contract not to exceed amount of $35,040.00
Extension Options:	Four 12-month options
Requisition Number:	N/A
Solicitation Number:	JXH0501
Agenda Item Number:	N/A
Purchasing Approval Date:	August 28, 2014

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact me at (512) 974-1771.

Sincerely,

Jonathan Harris
Senior Buyer Specialist
Purchasing Office
Financial Services Department

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Ramaker & Associates, Inc. ("Contractor")
for
Cemetery Information Management System

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Ramaker & Associates, Inc. having offices at 1120 Dallas Street, Sauk City, WI 53583 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP JXH0501.

1.1 **This Contract is composed of the following documents:**

    1.1.1 This Contract

    1.1.2 Final Statement of Work

    1.1.3 Proposed Cost, dated August 26, 2014

    1.1.4 The City's Solicitation Request for Proposal, JXH0501 including all documents incorporated by reference

    1.1.5 Ramaker & Associates, Inc.'s Offer, dated June 10, 2014, including subsequent clarifications

1.2 **Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

    1.2.1 This Contract

    1.2.2 Final Statement of Work, as referenced in Section 1.1.2

    1.2.3 Proposed Cost, dated August 26, 2014, as referenced in Section 1.1.3

    1.2.4 The City's Solicitation as referenced in Section 1.1.4, including all documents incorporated by reference

    1.2.5 The Contractor's Offer as referenced in Section 1.1.5, including subsequent clarifications.

1.3 **Term of Contract.** The Contract will be in effect for an initial term of twelve months and may be extended thereafter for up to four 12-month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of $30,864.00 for the initial Contract term, with four 12-month extension options in amounts not to exceed $1,044.00 for the first extension option, $1,044.00 for the second extension option, $1,044.00

for the third extension option, and $1,044.00 for the fourth extension option for a total contract amount not to exceed $35,040.00 for all fees and expenses.

1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

Ramaker & Associates, Inc.

Brandon Finley
Printed Name of Authorized Person

Signature

Vice President
Title:

August 28, 2014
Date:

CITY OF AUSTIN

Jonathan Hannis
Printed Name of Authorized Person

Signature

Senior Buyer Specialist
Title:

8-28-14
Date:

Exhibit A
Statement of Work

Parks and Recreation Department (PARD) Cemetery Application Statement of Work

1.0 Background

The Parks and Recreation Department of the City of Austin, has taken a three-phase approach to acquire and implement a cemetery management software system. This Statement of Work addresses Phase I of the project, which is the phase most important and critical to the future operation of the City of Austin's cemeteries.

2.0 Scope

This procurement involves acquiring and implementing a comprehensive data management software application for tracking all aspects of cemetery management and operations, allowing the Parks and Recreation Department to more efficiently perform the routine daily operations required to manage the five (5) City of Austin cemeteries as an effective community service.

The following are included in this purchase:
- Software integration, data migration and conversion
- System configuration, software installation
- Testing
- Training of cemetery office personnel

The following associated services will be provided:
- Annual Maintenance / software support (first year included in the cost)
- System configuration - installation of the Cemetery Information Management System (CIMS)
- System integration – QuickBooks, data migration, deeds
- User Testing
- Administrator and user training

3.0 Deliverables and Acceptance

3.1 System Integration, Data Migration and Conversion:
- PARD data will be converted from an Excel spreadsheet and will be imported and validated into the new database system. The City of Austin will be responsible for validating data to ensure duplicate entries have not been created.
- PARD will email or FTP the initial dataset to the Contractor.
- After the Contractor has completed the initial data migration, the Contractor will FTP the SQL Server database export to the City of Austin.
- After migration and quality assurance is completed by the City of Austin, the Contractor will FTP the final SQL Server database export to the City of Austin.
- System configuration and customization for the City of Austin cemetery deeds will be performed by the Contractor.

Acceptance:
- The Contractor will run the data conversion scripts until the data is tested and accepted by the City of Austin. Validation will be accomplished by using a test document provided by the City of Austin.
- The software will also be validated by City of Austin system security scanning, testing and redundancy.
- There will not be duplicate data entry in the CIMS system.

3.2 System Configuration:

- Software Installation
  - Four (4) Site Licenses
  - One (1) Test/Train license at no cost
  - CIMS Light 4.4
  - QuickBooks Module
- Configuration of client specific data fields
- All installation files must be on a CD or DVD media

Acceptance:
Successful completion of installation and configuration of:
- QuickBooks accounting in order to manage sales and installment purchases of spaces of land for individuals and/or groupings
- Generate the required accounting documents necessary for the successful operation of a cemetery business, such as sales receipts, cemetery deeds, schedule notices and business reports
- The test license will be used for the test workstation environment and be maintained only for testing and training purposes and will continue beyond the initial installation. The City of Austin will refresh the test database as needed from the production data.

3.3 Customized Cemeteries Deed, Creation of Interment Authorization Form, Creation of Time Sales Contract and Creation of Warranty Deed and CIMS Software Development:

The Contractor will customize the CIMS Deed to match the language and look of the City of Austin Cemeteries Deed, Creation of the City of Austin Cemeteries Interment Authorization Form, Creation of the City of Austin Cemeteries Time Sales Contract and Creation of the City of Austin Cemeteries Warranty Deed. If any other custom software development is required, the City of Austin will notify the Contractor in writing. The quote for the scope of work must be approved in writing by the City of Austin before the work is performed.

Acceptance:
Upon successful completion of the Cemeteries Deed, Interment Authorization Form, Time Sales Contract and Warranty Deed, the City of Austin will provide approval in writing. Acceptance of any custom software development will occur when the City of Austin provides approval in writing.

3.4 Reports

The Contractor will work with the City of Austin to identify and configure reports needed to support the City of Austin, Parks and Recreation Department Cemeteries. All data in the new system is available for search and reporting. Comprehensive reports may be produced on demand for the PARD Director, PARD Division Manager, and Cemetery Management Personnel.

Acceptance:
- The Contractor will assist City of Austin staff in report development
- The City of Austin will determine whether the reports generated meet the agreed upon requirements for editing and processing reports using the Crystal Reporting Tool
- The City of Austin with provide approval in writing when the requirements are met

Any data fields may be reported on, extracted and combined with other data for reporting.
A reporting tool will be available to pull information from various databases for reporting, such as the financial system and cemetery management system, which meets all City of Austin procedures and processes.

3.5 User Testing

The Contractor will work with the City of Austin to ensure that no duplicate data exists and that the system functions as required. The new automated system will record all necessary information regarding City of Austin cemetery operations as evinced by schedules, completion of burials and burial-related services within the cemeteries, as well as space ownership and maintenance data. The system will be able to perform the following:

- QuickBooks – Items in CIMS are correctly tracked and invoiced in QuickBooks
- Manage cemetery services, including tents and liners
- Produce required legal Deed, Time Scale Contract and Interment Authorization
- Manage the administration for all spaces, based on who owns and who occupies individual spaces, as well as legal requirements tied to cemetery spaces (deeds)
- Manage interment of spaces (burial)
- Manage disinterment of spaces (removal from spaces)
- Track general maintenance within cemeteries
- Tracking and reporting of deed owners, burials, monument settings, and interment authorization
- Adhere to records management principles for retention and deletions of structured data
- Reporting

Acceptance:

Acceptance will occur when the City of Austin provides approval in writing, that the user and security testing for the system, administrator and end users are completed and successful. Testing of the cemetery management software configuration will be conducted in the City of Austin test environment. A random sample of 500 records will be conducted. Each field will be evaluated for accuracy. The City of Austin will expect 95% field level accuracy for the sample set of migrated data.

A test plan will be created to ensure testing is comprehensive, rigorous and iterative. The following types of testing will be included:

- Functional testing
- Load testing
- Security testing
- Integration testing
- Performance testing
- Usability testing
- User Acceptance Testing (UAT)

3.6 Administrator and User Training to Include:

- Training for the cemetery management software application and reporting tool
- Materials that are suitable for reproduction
- Installation of software and Citrix performed remotely
- Training (2) days of onsite Administrator and End User Training to include (1) day of Travel

Acceptance:

Successful completion requires the receipt of training materials and the ability of users to access the system. Acceptance will occur when the City of Austin provides approval in writing, that the training materials, administrator training and end user training are completed and successful.

3.7 RETAINAGE

The City of Austin will withhold 10 percent (%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City of Austin and payment will be made as specified in the Contract. Payment of the retainage by the City of Austin shall not constitute nor be deemed a waiver or release by the City of Austin of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

3.8 Progress Reports

Progress Reports (Exhibit B) The Contractor will by the end of each week, submit a weekly progress report, citing any significant problems, developments or issues, as well as summarizing the progress made during the previous week. Copies of these reports will be provided to the City of Austin's Project Manager and Contract Manager. The purpose of the project status report is to keep the City of Austin informed of progress and any implementation problems or issues.

3.9 Task Reports

Task Reports (Exhibit C) within one (1) week following completion of each deliverable in the Statement of Work, the Contractor will submit a written deliverable report to the City of Austin's Project Manager and Contract Manager. Each report will summarize the work that was completed for each deliverable, any problems encountered, and any proposed adjustments in schedule or procedure to be followed in completing subsequent deliverables in the Statement of Work.

3.10 Exhibits

- 3.10.1 **Exhibit B - PCAI CIMS Progress Report**
- 3.10.2 **Exhibit C - PCAI CIMS Task Report**
- 3.10.3 **Exhibit D PCAI Milestone Payments**

CITY OF AUSTIN, TEXAS
INFORMATION TECHNOLOGY
Transforming your city with best-managed technology

Communications and Technology Management

1124 South IH-35, Suite 300
Austin, Texas 78704-2614

Exhibit B: PCAI – CIMS Status Report

	CIMS/On Target **Monthly Progress Report** _____, 2014 _XXXXXX, CIMS Lead_
Progress Summary:	
Working Issues:	
Future Issues & Next Steps:	

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Austin, Texas 78704-2614

Exhibit C: PCAI CIMS Task Report

Task:

Due Date:

Completion Date:

Summary of work accomplished:

Problems and/or obstacles:

Lessons learned:

Karen Torres, Project Manager

CIMS Representative

Date

8-28-2014

Date

Exhibit D – PCAI Milestone Payments

Milestone 1: System Integration, Data Migration and Conversion – Data Migration (Upon successful completion - **payment 1 of 2)**

Milestone 2: System Configuration – Software Installation CIMS Light 4.4 licenses with QuickBooks Communication Module on four (4)designated Parks and Recreation Department workstations and cemetery fee for five (5)City of Austin cemeteries

Milestone 3: Customized Cemetery Deeds, Times Sales Contract, Warranty Deed, and Interment Authorization Form, Reporting and Testing Complete (Upon successful completion of testing) and Data Migration **payment 2 of 2)**

Milestone 4: Software and Reporting Tool Training Complete and Travel Costs

Milestone 5: Maintenance and Support and Final Acceptance – 10% Retainage Project Budget

Vendor Milestone Payments based on Deliverables
M1 = $6,250 - $625 = $5,625
M2 = $6,220 - $622 = $5,598
M3 = $8,950 - $895 = $8,055
M4 = $4,200 - $420 = $3,780
M5 = $1,044 - $0 = $1,044
TOTAL: $26,664 $24,102 (1st year maintenance does not include retainage)

Budget Total Phase I with Maintenance
M1 = $6,250
M2 = $6,220
M3 = $8,950
M4 = $4,200
M5 = $5,220 (5 years maintenance)
TOTAL: **$30,840**

PROPOSED COST – updated 8/26/2014

CIMS *Light* 4.4 with QuickBooks Communication Module**
Priced using SQL Server as the backend database

Designed to work with **QuickBooks**

One CIMS *Light* 4.4 license with QuickBooks Communication Module — $2,445

Additional programming for CIMS Light/ QuickBooks Communication Module — $TBD
> The cost for this service will depend on what the City of Austin will need customized to fit their needs. Hourly programming pricing is $125/hour. Further clarification is needed.

Three Additional CIMS *Light* 4.4 licenses with QB Communication Module — $2,775

Additional cemetery fee, $250 per cemetery beyond the first — $1,000

Installation & Training (please choose one option)
> On-site Installation and Training — $1,350/day (Plus travel costs)
> This typically requires 2 days unless the travel time is minimal

> On-line Installation and Training - Full Day — $950
> On-line Installation and Training - Half Day — $475

Data Migration from 8/20/2014 Excel file — $12,500

> Any alterations made to the file after the above date may increase the migration cost. Please check with Ramaker & Associates, Inc. before making any major alterations. Only records with complete location information in the Cemetery, Block, Lot and Space columns will be migrated. Cemetery staff will be responsible for cleaning up any duplicate burials. It is assumed that the total number of burial records will be between 60,000 and 65,000. If the number of burial records exceeds 65,000, the data migration cost will be increased by $0.20 per record over 65,000.

Customize CIMS Deed to match the language and look of the City of Austin — $800
Cemeteries Deed

Creation of the City of Austin Cemeteries Time Sales Contract — $700
> Document initially provided to Ramaker & Associates, Inc. as Burial Plot Contract. Information under the "Purchase Price" heading through the Annual Percentage Rate line will need to be keyed in manually by the cemetery staff. The rest of the information will be automatically filled in from the CIMS Light database.

Creation of the City of Austin Cemeteries Warranty Deed — $400
> The Grantor and Grantor's Address will need to be keyed in manually by the cemetery staff. The rest of the information will be automatically filled in from the CIMS Light database.

Creation of the City of Austin Cemeteries Interment Authorization Form — $800
> Information on the "Disinterment/Re-interment" line , and all information under the "Signers Relation to Decedent" heading and "For City of Austin Use Only" heading will need to be keyed in manually by the cemetery staff. The rest of the information will be automatically filled in from the CIMS Light database.

One Year System Support (20% of software license fees) — $1,044
For Technical Support and Free Upgrades

TOTAL $22,464 +possible QuickBooks communication programming + training

(**This option requires QuickBooks Pro 2007 software – or a newer version. Cost is approximately $225. Can be purchased at your local office supply store or through Ramaker & Associates if desired)
Ramaker & Associates now accepts payment via MasterCard, Visa, and American Express.

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

SOLICITATION NO: JXH0501	**COMMODITY/SERVICE DESCRIPTION:** Cemetery Management Software
DATE ISSUED: May 19, 2014	

REQUISITION NO.: N/A	**PRE-PROPOSAL CONFERENCE TIME AND DATE:** May 28th, 2014, 11am to 12:30pm
COMMODITY CODE: 20820	**LOCATION:** CITY OF AUSTIN MUNICIPAL BUILDING, 124 W. 8TH STREET, RM 308, AUSTIN, TEXAS 78701
FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:	**PROPOSAL DUE PRIOR TO:** 2pm June 13th, 2014
	PROPOSAL CLOSING TIME AND DATE: 2:15pm, June 13th, 2014
Jonathan Harris Senior Buyer	**LOCATION:** MUNICIPAL BUILDING, 124 W 8th STREET RM 308, AUSTIN, TEXAS 78701
Phone: (512) 974-1771 **E-Mail:** jonathan.harris@austintexas.gov	

When submitting a sealed Offer and/or Compliance Plan, use the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8th Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL, 5 COPIES, AND 1 ELECTRONIC COPY OF YOUR RESPONSE

SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	12
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	9
Appendix A	PCAI FUNCTIONAL REQUIRMENTS	7
Appendix B	PCAI TECHNICAL REQUIRMENTS	5
Appendix C	BURIAL SPACE INSTALLMENT CONTRACT	1
Appendix C	PCAI CORE DATA ELEMENTS	3
Appendix D	CITY OF AUSTIN DATA STANDARDS	25
Appendix F	PCAI GLOSSARY OF CEMETERY TERMS	5
Appendix G	TEXAS STATE LIBRARY CITY OF AUSTIN CEMETERY UNIT RECORDS CONTROL	8
Appendix H	VISIO PCAI BURIAL SELECTION PROCESS FORM	16
Appendix I	PARD CEMETERY ROLES	3
Exhibit A	COST PROPOSAL	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
		*
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that

the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name:_____

Federal Tax ID No.: _____

Printed Name of Officer or Authorized Representative:_____

Title:_____

Signature of Officer or Authorized Representative:_____

Date: _____

E-Mail Address: _____

Phone Number: _____

* Proposal response must be submitted with this Offer sheet to be considered for award

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is Firm located in the Corporate City Limits? (circle one)	Yes	No
In business at this location for past 5 yrs?	Yes	No

Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Section 0835: Non-Resident Bidder Provisions

Company Name _____

A. Bidder must answer the following questions in accordance with Vernon's Texas Statues and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer:_____

   (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
   (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

   Answer:_____   Which State:_____

C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

   Answer:_____

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

    All requests for explanations or clarifications must be submitted in writing to the Purchasing Office not later than (5) business days prior to bid opening. Submissions may be made via email to: jonathan.harris@austintexas.gov or via fax at (512) 974-2388.

2. **INSURANCE:** Insurance is required for this solicitation.

    A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

        i.   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 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award

        ii.   The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the 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.

        iii. 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.

        iv.   The Certificate of Insurance, and updates, shall be mailed to the following address:

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

    B. **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.

        i.   **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.
              (1)   The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
                    (a)   Waiver of Subrogation, Form WC420304, or equivalent coverage
                    (b)   Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage

        ii.   **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 Injury).
              (1)   The policy shall contain the following provisions:
                    (a)   Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
                    (b)   Contractor/Subcontracted Work.
                    (c)   Products/Completed Operations Liability for the duration of the warranty period.
                    (d)   If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

       (2)   The policy shall also include these endorsements in favor of the City of Austin:

            (a)   Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

            (b)   Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage

            (c)   The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

    iii.   **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.

       (1)   The policy shall include these endorsements in favor of the City of Austin:

            (a)   Waiver of Subrogation, Endorsement CA0444, or equivalent coverage

            (b)   Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage

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

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

3.   **DELIVERY REQUIREMENTS:**

Location: Days:Monday-Friday7:30am-4:30pm

Parks and Recreation Department

2800 Hancock Drive

Austin, Texas 78731

A.   Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

4.   **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

A.   Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Parks and Recreation Department
Attn:	Gilbert Hernandez
Address	2800 Hancock Drive
City, State Zip Code	Austin, Texas 78731

B.   The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

5. **TERM OF CONTRACT:**

A. The Contract shall be in effect for an initial term of 36 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.

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

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

C.   Prices are firm and fixed for the first 36 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

D.   **HAZARDOUS MATERIALS:**

A.   If this Solicitation involves hazardous materials, the Offeror shall furnish with the Offer Material Safety Data Sheets (MSDS), (OSHA Form 20), on all chemicals and hazardous materials specifying the generic and trade name of product, product specification, and full hazard information including receiving and storage hazards. Instructions, special equipment needed for handling, information on approved containers, and instructions for the disposal of the material are also required.

B.   Failure to submit the MSDS as part of the Offer may subject the Offer to disqualification from consideration for award.

C.   The MSDS, instructions and information required in paragraph "A" must be included with each shipment under the contract.

E.   **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

A.   On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

B.   If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

C.   If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to

exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

D.   The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

INTERLOCAL PURCHASING AGREEMENTS: (applicable to competitively procured goods/services contracts).

A.   The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B.   The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

38.   **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Gilbert Hernandez
_____
Cemetery Manager
_____
Gilbert.Hernandez@austintexas.gov
_____

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

0500 TABLE OF CONTENTS

1.0 INTRODUCTION

1.1 Purpose of Request for Proposal

The City of Austin, Parks and Recreation Department (PARD), invites sealed proposals for the purchase of a Cemetery Management Software (CMS) solution including software licensing and implementation services.

The objective is to acquire and implement a comprehensive data management and mapping software application for tracking all aspects of cemetery management and operations, allowing PARD to more efficiently manage the daily operations of five City of Austin cemeteries as an effective community service.

The solution should provide an automated financial process to manage sales and installment purchases of spaces of land for individuals and/or groupings. The solution should provide an automated process to manage cemetery services including tents and liners, produce legal and business documents, manage the administration for all spaces based on who owns and who occupies individual spaces, as well as legal requirements tied to cemetery spaces (deeds). The solution should provide an automated process to manage interment of spaces (burial) as well as disinterment of spaces (removal from spaces). The solution shall track general maintenance within the cemeteries for work order management, tracking and reporting of deed owners, burials, monument settings, and interment authorization. The solution should provide a dynamic geospatial component to identify where individual spaces are located within a cemetery.

The City prefers that the solution offered by the proposing party support and integrate with record management principles for retention of data, be able to work with data transcription services for cemetery lot book data to include the Cemetery Day Books as well as geospatial systems and digital mapping of all five cemeteries and two public facing web enabled kiosk sites. The solution should also operate as a standalone tool, independent of one or all system integrations.

All records would be processed electronically for required and suggested changes to meet cemetery, technical, and City code specifications. The Cemetery Management Software solution shall manage version control independently. The Cemetery Management Software solution shall enforce security roles to ensure access to documents is limited to the appropriate users. The Cemetery Management Software solution should be used as a standalone system and seamlessly interface with QuickBooks to support the cemetery accounting business processes.

The best evaluated Proposer will provide the software application, successful system integration, implementation, configuration, testing, training, maintenance, support and possible hosting of the solution and any additional related services.

1.2 Business Goals

Internal Business Goals (City Facing):
- Automate routine daily operations required to manage the five cemeteries
- Produce required legal and business documents
- Provide cemetery services to include tracking and reporting: deed owners, burials, monument settings, interment authorization, cemeteries, sections, blocks and spaces, goods and services for lot sales, liners, tents, interments and disinterment's and payments
- Manage interments of burial spaces
- Manage disinterment of burial spaces

- Track general maintenance within the five cemeteries
- Migrate existing data currently stored in Excel spreadsheet
- Attach scan images associated with customer files
- Adhere to Records Management Principles
- Minimize costs for maintaining and configuring the system over the long term as new and changing requirements emerge
- **Phase II - Data transcription services of Cemetery Lot Book Data to include Day books
- **Phase III - Web enabled Kiosk services for customer access
- **Phase III - Mapping and digitizing five City of Austin municipal cemeteries

   ** Phases II and III will be considered in future implementation

External Business Goals (Citizen Facing):
- Ability for cemetery customers to securely and electronically search for cemetery spaces
- Improve communication between cemetery customers and City staff
- Reduce the time it takes to search and review deed ownership
- Reduce the time it takes to search, locate and view available spaces for sale

2.0 DESCRIPTION OF CURRENT STATE

2.1 Current Business Process and Environment

Organizational Structure and Geography: PARD's Cemetery Management division is responsible for the daily tracking of cemetery services to include sales, accounting, maintenance and operations processes for five City of Austin Cemeteries. Cemetery services for sales and accounting tasks are typically completed in an office environment. There are two active municipal cemeteries: Austin Memorial Park (AMP) and Evergreen Cemetery. Sales and Accounting Staff are currently located in the Austin Memorial Park (AMP) cemetery main office. Sales Staff perform onsite walking tours with customers at both AMP and Evergreen Cemeteries to record required information using hard copy forms.

Active Municipal Cemeteries

AUSTIN MEMORIAL PARK CEMETERY
2800 Hancock Drive
Austin, TX 78731
- Austin Memorial Park was established in 1927 as a private cemetery. The City of Austin acquired Austin Memorial Park Cemetery in 1941.
- Austin Memorial Park Cemetery is an active municipal cemetery with approximately 30 acres available for future development.
- Austin Memorial Park Cemetery is approximately 86 acres in size and has more than 18,500 burials.
- Austin Memorial Park Cemetery includes the 1928 Caretaker House and Office, a carriage house that is currently used as a maintenance barn and a maintenance yard.

- Austin Memorial Park Cemetery comprises sections for the congregations of Agudas Achim and Temple Beth Shalom.
- The cemetery is designated a Historic Texas Cemetery.

EVERGREEN CEMETERY
3304 East 12th Street
Austin, TX 78721
- Evergreen Cemetery was established in 1926 and has historically been the burial grounds for the surrounding African-American community. Evergreen cemetery is adjacent to and may encompass an earlier cemetery called Highland Cemetery that was established in the late nineteenth century.
- Evergreen Cemetery is an active municipal cemetery with capacity for approximately 300 additional spaces for sale.
- Evergreen Cemetery is approximately 30 acres in size with more than 12,000 burials.
- Evergreen has a small restroom building

No Capacity Municipal Cemeteries

OAKWOOD CEMETERY
1601 Navasota Street
Austin, TX 78702
- Established in 1839, Oakwood Cemetery is the oldest municipal cemetery in Austin.
- Oakwood Cemetery is 40 acres in size, has more than 23,000 burials and has no capacity for additional burials.
- Oakwood Cemetery includes the 1914 Oakwood Chapel.
- Oakwood Cemetery comprises two sections for the congregation of Temple Beth Israel.
- Oakwood Cemetery is designated a City of Austin Historic Landmark, a Historic Texas Cemetery and listed on the National Register of Historic Places.

OAKWOOD CEMETERY ANNEX
1600 Comal Street
Austin, TX 78702
- Oakwood Cemetery Annex was established in 1914.
- Oakwood Cemetery Annex is 22 acres in size, has more than 13,000 interments and has no capacity for additional burials
- Oakwood Cemetery Annex includes a 1920s historic restroom building referred to as the "Rest House."
- Oakwood Cemetery Annex is designated a City of Austin Historic Landmark and listed on the National Register of Historic Places.

PLUMMERS CEMETERY
1150 Springdale Road
Austin, TX 78702
- The 8-acre Plummers Cemetery was acquired by the City of Austin in 1957 as part of the purchase of land for Givens Park.
- The predominantly African-American cemetery has ceased to be very active, but remains significant for its historic importance to the community.
- Plummers Cemetery has no capacity for additional burials.

Key Stakeholders and Users: Key stakeholders impacted by a shift from paper to electronic based sales and services include PARD Sales Staff, PARD Cemetery Manager, PARD Accounting, PARD Maintenance and Operations, PARD Administrator and PARD Records Analyst. External stakeholders include the Subcontractor for maintenance operations and Cemetery Customers. COA PARD also interacts with the COA Real Estate Services Department and Travis County Clerk's Office – Recording Division.

See JXH0501 APPENDIX I-PARD Cemetery Roles for a description of the primary roles which expect to be impacted by the Cemetery Management Software solution.

Current Business Process: Cemetery Customers schedule appointments or walk-in to the AMP main office for Pre-need and or At-need burial space selection and sales inquiries. Cemetery Sales Staff provide tours of the available spaces and obtain the paper based lot book description to verify preferred burial space availability. Sales Staff prepare Sales Orders for purchase of burial space and services and payment options such as generation of Burial Space Installment Contract (BSIC) or payments in full.

See JXH0501 APPENDIX C-Burial Space Installment Contract Form

Sales Orders are created for all cemetery services such as: Burial Space(s), Liner Sales, Monument Settings, Interments, Disinterment and other. All payments are manually logged and entered into QuickBooks and Zero balance invoices and payment receipts are printed. Sales Staff provide a Customer Sales packet to include cemetery maps, brochures, cemetery rules and regulations, FAQs, fee schedule, Sales Order, Receipt, Lot Book Description, and BSIC if applicable.

Sales Staff create cemetery deeds, validate total price per lot matches sales order form and payment receipt form, and prepare one deed per space purchased. The Cemetery Manager will approve or reject cemetery deed documentation as necessary and apply comments and signature. Deeds and supporting documentation is hand delivered to the COA Real Estate Services Office and then to the Travis County Clerk's Office. Once the deed is recorded, it is mailed from the Travis County Clerk's Office to the AMP Cemetery Office where it is scanned and stored on a COA PARD Cemetery network drive. The original Deed document is mailed to the Cemetery Customer.

Sales Staff scan hardcopy records and retain documents as PDFs attached to the files for: Cemetery Deeds, Interment and Disinterment Forms and Sales Information Documents which all are scanned and stored separately.

Sales Staff schedule and prepare required interment and disinterment services via a four-part Sales Order form which is separated by color and manually distributed as work orders with the yellow copy to the PARD Cemetery Maintenance and Operations Staff and the orange copy to the Subcontractor. The four-part Sales Order form is used for all other services such as: Liner Sales, Monument Setting, Burial Space Turf Revegetation and Post Burial Space Turf Revegetation.

See JXH0501 APPENDIX H-Visio-PCAI_FINAL_TO-BE_WF_Diagram_04152014.pdf for the paper – based end-to-end business workflow.

PARD processes approximately 1,200 Sales Order transactions per year for burial spaces and services.

2.2 Current System Environment

GIS: The City of Austin and Parks and Recreation Department (PARD) incorporate data, software and hardware to capture, display, analyze, and manage spatially referenced information. PARD has an extensive GIS database that supports the department as a whole and other City of Austin Departments. PARD uses GIS for asset and maintenance management, park planning and design, parkland dedication, community gardens, mowing schedules and locations, navigational features, forestry, historic resources, etc. GPS is used to collect field data like existing amenities, facilities, infrastructure, and proposed amenities.

The City of Austin Enterprise GIS provides city wide spatial data to city GIS users and outside entities. Enterprise GIS works with ESRI software within a Spatial Database Engine environment. PARD GIS data is edited on a Maintenance Server, and then uploaded onto a Production Server. The data on the Production Server can then be consumed in a web map applications and/or joined with other non-spatial city enterprise databases.

Merchant Processor: Chase Bank, N.A. is the citywide bank for the City of Austin. Chase Paymentech interfaces between Pay Connexion and the card holders' bank to facilitate credit card transactions. Regarding Data Interchange and Chase Pay Connexion, the PARD Cemetery currently accepts credit cards via a stand-alone desktop scanner hooked to a dedicated phone line to Chase Paymentech, which has a contract with the COA Pay Connexion to process credit card present payments. Pay Connexion will not be part of the cemetery process and in the interim, PARD Cemetery will use the accounting application QuickBooks. However, if the cemetery moves to Burial Space Installment Contracts by online monthly payments, at that time PARD Cemetery will have to interface with the Chase Pay Connexion.

Website: The PARD website has a cemetery page which provides information only on hours, contact information, history and frequently asked questions.

Network: Local area network hooked into a fiber based wide area network.

System Availability: The proposed solution shall be capable of providing 99.99% uptime.
* System must be available 7 days/week 6:00AM to 12:00 midnight
* The system must be available during Cemetery Business Office Hours:
    o Monday - Friday 8:00 AM - 5:00 PM
    o Saturday 10:00 AM - 2:00 PM
    o The business office is closed on official City of Austin holidays and Sundays
    o Cemetery Access Fall and Winter Hours: 7:00 AM – Dusk

Personally Identifiable Information (PII): Due to the nature of the data that will be stored, Technical Requirements have been identified stating that the system shall have the ability to encrypt data (e.g., personal information). Additional technical requirements may be defined as City-wide PII standards evolve.

Health Insurance Portability and Accountability Act (HIPAA): As projected in normal business hours, there will not be any data stored that will violate the Health Insurance Portability and Accountability Act (HIPAA) which protects the privacy of individually identifiable health information; the HIPAA Security Rule, which sets national standards for the security of electronic protected health information; the HIPAA Breach Notification Rule, which requires covered entities and business associates to provide notification following a breach of unsecured protected health information; and the confidentiality provisions of the Patient Safety Rule, which protect identifiable information being used to analyze patient safety events and improve patient safety. Vendor must continue to maintain compliance with most current HIPAA standard.

Payment Card Industry Data Security Standard (PCI DSS): As projected in normal business hours, there will not be any data stored that will violate the Payment Card Industry Data Security Standard (PCI DSS) which applies to ALL organizations or merchants, regardless of size or number of transactions, that accept, transmit or store any cardholder data. Said another way, if any customer of that organization ever pays the merchant directly using a credit card or debit card, then the PCI DSS requirements apply. Vendor must continue to maintain compliance with most current PCI DSS.

3.0 PROJECT SCOPE

3.1 Summary

The Vendor's proposal should include an explanation of all services and products necessary to implement a customer centric system that meets the business objectives and conforms to the requirements and constraints as described in this RFP including, but not limited to:

- Project management
- Best practice process use cases
- Definitions of roles, responsibilities, and skillsets required to implement and maintain solution
- Architecture assessment, capacity planning and recommendations
- Software licensing
- Hardware recommendations
- Development, Test and Production environments
- Solution customization and configuration
- Technical Design documentation
- Integration with City enterprise systems as appropriate
- Test Plan and testing
- Performance testing and tuning
- Defect resolution
- User acceptance testing support
- Implementation and stabilization
- Maintenance and support
- Training
- Knowledge transfer
- Product documentation
- Disaster Recovery plan
- Archiving and records retention procedures
- Change management processes
- Service Level Agreement
- Operational Level Agreement

The CMS must be implemented in phases. The successful Proposer will be responsible for the implementation process for Phase I. Phase I will encompass installation, configuration, migration of Existing Data (Excel spreadsheets - See JXH0501 APPENDIX B-PCAI Technical Requirements, tab 3 Technical Architecture, ID# 24 and 24.2), testing the application and reporting tool, security scanning, testing, redundancy, disaster recovery and training for a Cemetery Management Software solution.

It is important to note that while Phases II and III service providers may or may not be the successful Proposer for this Request for Proposal, the successful Proposer for Phase I of the Cemetery Management Software must be able to work and communicate with the service providers in the future of this three-Phased project approach.

Phase II will involve the paper-based legacy data migration transcription of Lot Book Data. Evaluate legacy data, determine how to capture required data, evaluate data and tools required for reports for COA PARD and citizens, migration of legacy data to cemetery management software system testing database, test data and migrate to production database.

Phase III will involve a web interface and two kiosks. Purchase and install kiosk hardware, install web interface, launch public navigation system, test system, train users and citizen involvement.

Phase III will involve mapping and digitizing of the five City of Austin municipal cemeteries.

The City prefers solutions that are innovative and employ supportable industry best practices and tools.

Vendors that have a mature set of configurable features are preferred. The City's interest is to secure a Vendor solution that is scalable and includes a robust set of Application Programming Interfaces (APIs) to support systems integration (preferably through IBM Integration Bus (IIB)) required to meet solution objectives, such as:

- Chase Pay Connexion for online payment processing
- Portal accessible by authenticated users doing business with the City (currently AMANDA Portal)
- Open Text eDocs electronic document and information management system (EDIMS)

The City of Austin will provide network infrastructure and facilities to support the solution (unless Vendor hosted). The Vendor must furnish and install a fully functional system that meets the objectives specified in a negotiated contract. City of Austin and Vendor responsibilities are noted below. The final contract will dictate specifics of the Scope of Work (SOW) for both City of Austin and Vendor.

3.2 Vendor's Responsibilities

The Vendor will be responsible for all set-up, configuration and testing of the solution to meet the needs of the City's functional and technical requirements as described in this RFP. The Vendor will review existing use case models and identify suggested improvements or process changes based on industry standards that would allow implementing the software with standard configuration.

The Vendor will be responsible for designing, configuring, constructing and testing all interfaces between systems. Upon the completion of each interface, the Vendor will provide the City with documented dependencies between the systems along with specific guidelines for maintaining connectivity and up time.

The Vendor shall:

1. Submit a detailed statement of work prior to proceeding with system implementation. The statement of work will outline each phase of the implementation process through post go-live support. Provide clearly defined payment milestones with associated deliverables and acceptance criteria for each. The statement of work must be approved and signed by the City of Austin project sponsor prior to beginning the system implementation.
2. Provide a project manager that will report to the designated project manager of the City of Austin. The Vendor's project manager will be the point of contact for all communication with the system provider and be responsible for updating/communicating scheduling issues, change requests and risk assessments.

3. Develop and maintain a project schedule for the duration of the project. The schedule must be submitted with the statement of work and must be approved by the City of Austin project sponsor. The schedule will include detailed steps of the project through post go-live support. Milestones and project risks should be outlined in the schedule.

4. Review existing use case models and identify suggested improvements or process changes based on industry standards that would allow implementing the software with standard configuration.

5. Assist the City in determining standardized reporting needs and lead the development/configuration of the reports necessary to support business functions as determined by the Parks and Recreation Department, Cemetery System.

6. Install any software necessary to support design, configuration, and testing. Vendor's personnel that will be responsible for installing the software must have the appropriate certifications.

7. Plan, lead and staff data mapping and application programming efforts associated with integrating the CMS with existing City systems.

8. Recommend to City system specifications required to perform the Services requested in this RFP in a virtualized environment. Vendor shall provide a recommended system sizing and architecture that considers:
   o Initial system for configuration, design, and development
   o System for testing in a production equivalent environment
   o Automated processes for migrating configurations and appropriate data from one environment to another, e.g., from development to test and to test to production
   o Complete system sizing and architecture to address environment for release updates, training, development, testing and production with the test and production environments being equivalent or practically equivalent for testing purposes

9. Assess City's WAN and LAN capacity as it relates to the implementation of the CMS and make specific recommendations concerning any needed upgrades. In conducting its assessment, Vendor must provide average per session bandwidth requirements which shall be calculated and provided to the City so that network bandwidth requirements may be determined. Example: 100Kbps per session; therefore 25 users require 2,500Kbps.

10. Recommend and perform performance tuning of databases, application servers, web servers, and other software and devices deployed as part of the proposed solution. This includes batch and online software tuning, as well as data conversion software tuning, upgrade script tuning, server tuning, database tuning, and any tuning required as a result of Load and Stress Test results or deployment methodology.

11. Provide detailed architecture diagrams depicting the components of the solution, and data dictionary that clearly describe integration points between the Vendor system and City applications.

12. Conduct unit, system, integration, performance, security, disaster recovery and regression testing. Take corrective actions on problems identified during testing.

13. Provide testing support to assist the City to define and meet the Requirements and provide recommendations for testing.

14. Provide comprehensive training, including but not limited to system administration, system configuration, plan review processes, workflow, report writing, and any other process necessary to effectively administer and utilize the system. The contractor provided training material must be specific to the City of Austin and illustrate Austin scenarios. Materials will be provided in hard copy format for classroom training sessions and soft copy format for future reproduction and/or modification by the City of Austin. All training material becomes the property of City of Austin for future implementation phases.

15. Rectify any deficiencies noted by the Communications and Technology Management (CTM) Security Officer prior to system operation.
16. Provide comprehensive post-implementation support, including any recommendations for system stabilization, for a period of ninety (90) days after production turnover is complete and stable, live use of the CMS has commenced. The system shall meet agreed upon service levels during the Deployment and Go Live support phase.
17. Capacity planning with an assessment of the sizing of production infrastructure hardware and systems software.
18. Specify disk-sizing requirements for databases, code, and any necessary work areas and temporary storage for at least ten (10) years of online data storage.
19. Demonstrate that the configured software meets the project requirements so that City may review and approve it.
20. Vendor shall not leave unnecessary software tools, utilities and developer's kits on the CMS after installation; to do so may endanger the system security. There shall be no MODEMS, ISDN links, Wi-Fi, DSL or any other type of connections to public telephone, open-air transmission, circuit or network without prior written approval from the City. All remote access to the City's CMS resources shall only be permitted providing that authorized users (CBI) are authenticated, data is encrypted across the network, and privileges are restricted.

3.3   City of Austin's Responsibilities

The City's personnel will be responsible for connecting the selected Vendor to appropriate resources within the various City departments in order to implement the solution. The City's project team will be comprised of a project manager, as well as technical and functional resources from the City's Parks and Recreation Department (PARD), Cemetery Operations, Communications and Technology Department (CTM), and other individual departments as necessary.

The City will provide the following:

- Project prioritization and scheduling with the selected Vendor's project manager
- Access to office sites during normal business hours, based on approved Criminal Background Investigation and formal badging process.
- Related documentation and/or access to appropriate technical resources
- Issue identification, prioritization, communication to Vendor support staff
- Scheduling and coordinating of regular project team meetings and work sessions as needed
- Office space for Vendor project management or technical resource staff, if needed
- Facilities, including telephones, personal computer hookups, and access to copy and fax machines
- Facilities for all meetings, work sessions, and training classes, including any necessary audio-visual equipment
- Conduct acceptance testing with assistance, if necessary, by Vendor
- Review and acceptance of milestones, deliverables, status reports and invoices

4.0 TECHNICAL REQUIREMENTS

Provide responses to the technical requirements in Section 0500, Part 4.0, JXH0501 APPENDIX B-PCAI Technical Requirements (completion instructions are included in the document)

5.0 FUNCTIONAL REQUIREMENTS

Provide responses to the functional requirements in Section 0500, Part 5.0, JXH0501 APPENDIX A-PCAI Functional Requirements (completion instructions are included in the document)

6.0 COST PROPOSAL

Cost Proposal Requirements are specified in RFP document 0600 "Proposal Preparation Instructions and Evaluation Factors."

See JXH0501 Exhibit A - Cost Proposal

1. **PROPOSAL FORMAT**

Prefacing the proposal, the Proposer shall provide an Executive Summary which gives in brief, concise terms, a summation of the proposal. The Executive Summary should include the following information:

- Summation of proposal
- Explanation of the suitability of product (10 pages or less)
- Statement of assumptions made

Proposals should be bound documents with sequentially numbered pages including a table of contents. The proposal itself shall be organized in the following format and informational sequence:

A. **Cover Letter:** On agency/organization letterhead, include contact person(s), mailing address, e-mail address, telephone number and fax number for individuals authorized to answer technical, price and/or contract questions.

B. **Table of Contents:** Table of contents with all pages sequentially numbered

C. **Business Organization:** Response should include the following:

i. Legal firm name, headquarters address, local office addresses if any, and state of incorporation.

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

iii. Is your firm legally authorized, pursuant to the requirements of the Texas Statutes, to do business in the State of Texas?

iv. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against your firm, its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary during the past five (5) years. Include in the description the disposition of each such petition.

v. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against your firm, its predecessor organization(s), or any wholly owned subsidiary during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.

vi. List and describe all criminal proceedings or hearings concerning business related offenses in which your firm, its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants.

vii. Has your firm ever failed to complete any work awarded to you? If so, where and why?

viii. Has your firm ever been terminated from a contract? If so, where and why?

D. **Prior Experience & References**:   Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project.   Do not include corporate experience unless personnel assigned to this project actively participated.   Do not include experience prior to 2000.   Supply the project title, year, project description including details and size to qualify as applicable to this project, detail if project was completed on time and budget as applicable, and include a contact name, title, e-mail address, present address, and phone number of principal person for whom prior projects were accomplished.

Provide a minimum of three (3) customer references, which are operating a fully functional system of similar scope and magnitude as described in this RFP. All client reference information must be supported and verified.   Reference contacts must be aware that they are being used and agreeable to City interview for follow-up.

The City may solicit from previous clients, or any available sources, relevant information concerning Proposer's record of past performance.   Provide references to any sources in active use by the user community of the proposed solution.

References must include the following information:
- Name of Company
- Number of personnel
- Contact name – sponsor or IT Lead
- Contact address
- Contact telephone number
- Contact e-mail
- System description (hardware and software configuration, version number of software and network configuration)
- Date of system installations

E. **Personnel**:   Include names and qualifications of all professional personnel who will be assigned to this project.   State the primary work assigned to each person and the percentage of time each person will devote to this work.   Identify key persons by name and title.   Provide all resumes.

F. **Technical Requirements:**

Provide responses to the technical requirements in Section 0500, Part 4.0, <u>JXH0501 APPENDIX B-PCAI Technical Requirements (completion instructions are included in the document)</u>

G. **Functional Requirements:**

Provide responses to the functional requirements in Section 0500, Part 5.0, <u>JXH0501 APPENDIX A-PCAI Functional Requirements (completion instructions are included in the document)</u>

H. Supplemental Submittal Requirements:

1. General

1.1   Provide a minimum of two (2) most recent years of audited annual reports that evidence the financial health of the organization. In the event that audited financial statements cannot be provided, the Vendor must provide financial information that will enable the City to accurately assess financial stability and viability. Provide the same information for any entity that will participate in this project through a joint venture or subcontract arrangement.

1.2   Provide descriptions of the Vendor's senior management team that detail their background and industry experience.

1.3   Describe how the system protects data from security breaches.   Include any applicable descriptions of insurance, roles/responsibilities, policies and remediation procedures pertaining to data breach and fraud.

1.4   Provide evidence of experience with projects of similar size, scope, and complexity.

1.5   Describe any special knowledge, facilities or personnel relevant to this RFP.

1.6   Describe the size, staffing, resources and financial capabilities in place to maintain competitive offerings.

2. Project Management

2.1   Describe the proposed methodology including how it will be used in this project. Provide evidence that this approach has resulted in successful projects in the past.

2.2   Provide an estimated schedule of work consistent with the requirements in this RFP. Describe the anticipated tasks, durations, milestones and resources required for each phase of the project schedule. Specify proposed demarcation of responsibilities between the City and the Vendor.

2.3   Describe the availability and skill level of resources for the project, and how resource time, work quality and priorities are managed.

2.4   Describe any communication strategies and best practices that would be employed as part of the solution implementation.

3. Testing

3.1   Provide an explanation of your testing methodology.   Explain how this approach will be used in this project. List and describe the tools to be utilized.

3.2   Provide samples of recent test plans or scripts that clearly show the process used for testing and system test results.

3.3   Provide a detailed test plan that describes how the system will be fully tested against agreed upon use cases, how results will be documented and managed, and how defects will be resolved. Include acceptance criteria or describe how acceptance criteria are established for all areas of testing. Address how testers are prepared for, and conduct: functional, regression, usability, and user acceptance testing.   Specify proposed demarcation of responsibilities between the City and the Vendor.

4. Implementation

4.1   Provide an implementation plan that details steps and timeframes required to implement specific products and services. Specify proposed demarcation of responsibilities between the City and the Vendor.

4.2   Describe the qualification and experience of personnel that may be deployed to the City's site.

4.3   Describe the specific On-Site implementation services that are offered. The City's preference is that these services are offered from local or regionally based locations.

4.4   Describe how the "go-live" will be executed and how affected stakeholders will be prepared for this transition, including knowledge transfer activities.   Add any transition/cut-over plan and roll back recommendations that may be relevant to this project. Specify proposed demarcation of responsibilities between the City and the Vendor. The Plan should explicitly include those activities necessary to prepare City personnel for post-implementation roles.

4.5   Describe past "go-lives" that were completed successfully including any pertinent lessons learned and best practices.

4.6   Describe your firm's qualifications and experience to implement Phase I requirements which encompasses installation, configuration, migration of Existing Data (Excel spreadsheets, See JXH0501 APPENDIX B-PCAI Technical Requirements, tab 3 Technical Architecture, ID# 24 and 24.2), application and reporting tool testing, security scanning, testing, redundancy, disaster recovery and training for a Cemetery Information Management Software solution.

4.7   The vendor awarded Phase I of this project must be able to work and communicate with service provider(s) in future Phases of this three-Phased project. Describe your firm's qualifications and experience to implement and or support Phase II of this project. Phase II will involve the paper-based legacy data migration transcription of Lot Book Data. Phase II will include evaluation of legacy data, determine required data, evaluate data and tools required for reports for COA PARD and citizens, migration of legacy data to cemetery information management software system testing database, data testing and migration to production database.

4.8   The vendor awarded Phase I of this project must be able to work and communicate with service provider(s) in future Phases of this three-Phased project. Describe your firm's qualifications and experience to implement and or support Phase II of this project. Phase III will involve a web interface and two kiosks. Phase III involves the purchase and installation of kiosk hardware, installation of web interface, launching of a public navigation system, system testing, user(s) training and citizen involvement.   Mapping and digitizing five City of Austin municipal cemeteries. The City prefers solutions that are innovative and employ supportable industry best practices and tools.

5. Training and System Documentation

5.1   Describe the training environments and types of training provided to meet the objectives of the project. Specify proposed demarcation of responsibilities between the City and the Vendor.

5.2   Describe what kinds of training materials will be provided and how these can be modified for use by City staff to conduct user training. Provide sample of most recent training materials.

5.3   Describe the process that will be used to keep users up to speed on new features and system upgrades.

5.4 Describe the maintenance and operations documentation that would be delivered for each component of software or equipment in association with the solution.

6. Support and Ongoing Service

6.1 Describe the support model that is used to support the system. Specify proposed demarcation of responsibilities between the City and the Vendor. Provide a detailed list of the necessary resources and expertise, complete with personnel job descriptions, which shall be required for the City to maintain the system once implemented.

6.2 Provide a detailed five year support and maintenance plan including: methods of contact; support team availability; service levels; timeframes for supporting or delivering critical security patch updates, updated database or web browser versions after release; software/browsers/hardware supported; updated user guides on all major updates or system changes, and warranty information. Note that remote access to City resources shall only be permitted providing that authorized users (CBI) are authenticated, data is encrypted across the network, and privileges are restricted.

6.3 Describe the roles/responsibilities and accountability (i.e. Service Level Agreements) with any sub-contractors connected with the system, including its implementation and support.

6.4 Describe any planned releases and roadmaps associated with expanding or improving the system in the future.

I. **Local Business Presence:**

The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

K.**Proposal Acceptance Period**: All proposals are valid for a period of one hundred and twenty (*180*) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

L. **Proprietary Information**: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

M. **Authorized Negotiator**: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

N. **Cost Proposal**: Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. A firm fixed price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate. Ten percent (10%) of the total contractual price for the initial purchase and implementation will be retained until submission and acceptance of all work products.

Proposer must submit the completed cost proposal spreadsheet provided in the JXH0501 Exhibit A – Cost Proposal. Proposer must provide all costs (with 4 year forecast) associated with this project such as:
  • Hardware
  • Software
  • Third party software (if applicable)
  • Implementation
  • Interface/Integration
  • Documentation
  • Project Management Services
  • Annual Maintenance & Support (for four years following final acceptance and the warranty period)
  • Others (if applicable)

Along with the cost proposal, provide a proposed payment schedule with deliverables and acceptance criteria for each.

i. Travel expenses. All travel lodging expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/portal/category/100120

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

2. **EXCEPTIONS**:
Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the

Proposal. Provide a "Matrix of Exceptions" to the requirements of the RFP. Identify the requirement, describe the nature of the deviation and provide an explanation or an alternative. This matrix shall include any exceptions for all sections of the RFP and Scope of Work.

3. **PROPOSAL PREPARATION COSTS**:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

4. **EVALUATION FACTORS AND AWARD**

A. **Competitive Selection**: This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors:**

  i.   100 points.

Evaluation Factor No.	Title	Maximum Point Value
1	Total Cost of Proposal	20
2	Technical Requirements	20
3	Functional Requirements	30
4	Supplemental Submittal Requirements	20
5	Local Business Presence	10
6	Financial Viability/Stability	PASS/FAIL

(1) **Total Cost Proposed – 20 points**
  - Proposer with lowest cost to the City will be given maximum number of points, remainder given on a percentage ratio basis

(2) **Technical Requirements Proposed** (As per Section 0500, Part 4.0, <u>JXH0501 APPENDIX B-PCAI Technical Requirements</u> above)- **20 points**

  - Responses to Technical Requirements included in Section 0500, Scope of Work part 4, <u>JXH0501 APPENDIX B-PCAI Technical Requirements</u>

(3) **Functional Requirements Proposed** (As per Section 0500, Part 5.0, <u>JXH0501 APPENDIX A-PCAI Functional Requirements</u> above) – **30 points**

  - Responses to Functional Requirements included in Section 0500, Scope of Work part 5, <u>JXH0501 APPENDIX A-PCAI Functional Requirements</u>

(4) **Supplemental Requirements Proposed (As per Section H above) – 20 points**
  - General
  - Project Management
  - Testing
  - Implementation
  - Training and System Documentation
  - Support and Ongoing Services

(5) **Local Business Presence – 10 points**

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

(6) **Financial Viability/Stability – Pass/Fail**

ii.   Interviews/Demonstrations, Optional. Interviews or Demonstrations may be conducted at the discretion of the City. Maximum 20 points

Appendices

Appendix A   JXH0501 APPENDIX A-PCAI Functional Requirements
Appendix B   JXH0501 APPENDIX B-PCAI Technical Requirements
Appendix C   JXH0501 APPENDIX C-Burial Space Installment Contract Form
Appendix D   JXH0501 APPENDIX D-PCAI Core Data Elements 04112014
Appendix E   JXH0501 APPENDIX E-COA_Data_Standards_White_Paper_v1.6
Appendix F   JXH0501 APPENDIX F-PCAI Glossary of Cemetery Terms
Appendix G   JXH0501 APPENDIX G-Texas State Library COA Cemetery Unit Records Control Schedule
Appendix H   JXH0501 APPENDIX H-Visio-PCAI_FINAL_TO-BE_WF_Diagram_04152014
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Exhibits
EXHIBIT A: JXH0501 Exhibit A – Cost Proposal

RAMAKER
& ASSOCIATES, INC.

Cemetery Information
Management System - CIMS

Proposal for CIMS *Light* Implementation for
City of Austin Cemeteries – 18349
Response to Solicitation #JXH0501 – Cemetery Management Software
June 10, 2014

CIMS *Light* CONTRACT FOR CITY OF AUSTIN CEMETERIES

CLIENT: City of Austin, Purchasing Office
Municipal Building
124 W. 8th Street, Room 308
Austin, TX 78701

PROJECT: City of Austin Cemeteries

PROJECT SUMMARY

The City of Austin is currently using an Access database and paper lot cards to manage their cemeteries. Ramaker & Associates understands the need to upgrade to software that is easy to use, eliminates the need for double entry of information, and will eventually include a true GIS-mapping component along with a web-enabled kiosk. From one point of entry, the cemetery will be able to update their interment, cremation and owner information and in the future, automatically populate the map with this data. They will also be able to generate useful reports and store documents, pdf files, photos, and images. CIMS *Light* also generates deeds and tracks disinterments and changes in ownership, along with providing several options for customizable fields.

Looking into the future, the City needs a software system that will not become outdated as the cemetery gains more burials. They would also like the ability to provide a public web portal to give their patrons and the public the ability to search for burial records and burial space availability more easily.

Our CIMS and CIMS *Light* programs save time by allowing instant and easy access to your multiple data sources and were developed for cemetery managers who need easy-to-manage information that can be updated and maintained with your current staff. At the same time, you'll have the peace of mind that the cemetery records are organized and safe for generations to come. The CIMS *Light* program and all available additional options are described in depth on the following pages.

INTRODUCTION

RAMAKER
& ASSOCIATES, INC.

Since 1991, Ramaker & Associates, Inc. has provided innovative engineering and technology services solutions to clients in the public and private sector. We have an extensive background in GIS (Geographic Information Systems), which includes mapping and customizing software solutions for clients, including cemeteries, private businesses, school districts and municipalities. Ramaker & Associates' Technology Services team makes it possible for professionals to focus on their area of expertise, while knowing their information technology demands are being met. Our custom systems provide quicker and easier access to critical data, helping clients make better decisions and run operations more efficiently.

We also help municipalities implement Geographic Information Systems (GIS) for community development, utility layouts, or emergency management planning. GIS links information to a map, creating a "smart map" or a "map with a memory." Ramaker & Associates specializes in designing these systems and building them to run to their fullest potential.

In 1997, Environmental Systems Research Institute, Inc. (ESRI)–the leader in GIS software development–officially recognized Ramaker & Associates, Inc. as an authorized business partner. ESRI selects business partners on the basis of demonstrating a high level of expertise and experience using industry standard software developed by the organization. ESRI has designated Ramaker & Associates as Authorized ESRI Consultants and Developers.

The CIMS software programs were first developed in 1998. For more than 15 years, Ramaker & Associates' Technology Services team has been providing custom and out-of-the-box software solutions for cemeterians across the country. Over the years, our team has listened to the suggestions of our clients to improve functionality and provide our clients with additional record-keeping abilities. Using the latest GIS software, Ramaker & Associates has been able to make the mapping process a smooth transition for cemetery owners. With our innovative CIMS, CIMS *Light*, *e*CIMS and CIMS Kiosk software products, we offer the most powerful and flexible products on the market today. Our software is currently being used by over 800 cemeteries worldwide, including over 325 municipally owned cemeteries.

Our staff of more than 90 highly diversified individuals includes Geographic Information Systems (GIS) programmers, analysts and technicians, professional engineers, CAD drafters, programmers, database administrators and information management specialists. Our staff has expertise in software, hardware and network consulting, database design, data capture and compilation, programming and internet development. Following are the staff members who will be assigned to your project.

Brandon Finley, Vice President/Director of GIS and CIMS

Brandon's expertise is in information system design, mapping, and software development with a strong background in several programming languages. Brandon has been instrumental in the development of CIMS, a GIS-based cemetery application that has been implemented in more than 300 cemeteries in the United States and internationally. He provides project management and oversight for all GIS and CIMS projects. Brandon's time will account for 5% of the overall project.

Rachel Tygum, Project Manager

Rachel has more than eleven years of experience in the GIS industry. Her experience with GPS receivers and differential GPS transformations, along with her cartographic knowledge of projections, scaling and coordinate systems, makes her a valuable member of our GIS team. Her work experience includes gathering data and creating digital maps linked to databases for school districts, cemeteries, and municipalities. Rachel's time will account for 30% of the overall project.

Curtis Paul, Network Administrator

Curtis has worked with both clients and Ramaker & Associate employees to meet their information services demands. He has assisted both by assessing their needs, implementing timeframes and strategies, providing training, and following up to make sure everyone's needs are met. Curtis has extensive computer language knowledge which allows him to assist with implementing improvements to the CIMS software. Curtis' time will account for 30% of the overall project.

Rebecca Priem, CAD Technician

Rebecca's creative design skills and knowledge of CAD techniques have made her a valuable asset at Ramaker & Associates. Her experience in a variety of disciplines brings a valuable perspective to each project she works on. Her attention to detail results in accurate projects, completed in a timely manner. She is responsible for drafting cemeteries to scale based on information from scanned maps and thousands of lot cards. Rebecca also performs data cleanup and standardization tasks for data migrations. Rebecca's time will account for 5% of the overall project.

Nate Gauger, CAD Technician, IT Administrator

Nate's extensive knowledge of CIMS and his friendly demeanor has made him a valuable member of the CIMS Technical Support Team. He assists clients with technical issues and questions about their software's functionality. In addition, he is responsible for the initial CAD mapping and converting the data to the shapefile format used in the CIMS Cemetery Management Software. He also assists in updating, cleaning up, standardizing, creating and linking data for several GIS projects. Nate's time will account for 30% of the overall project.

PRIOR EXPERIENCE AND REFERENCES

Roselawn Cemetery
Location: Roseville, Minnesota
Client Since: 2003
Approx. Size: 110 acres
Approx. Number of Burials: 24,000+
Software Used: CIMS 4.4 + eCIMS

Description of Work Performed:
Roselawn Cemetery has 110 acres and their records consisted of a variety of paper documents and maps. Ramaker & Associates converted all their maps to a GIS data format and matched the data from their lot cards to the map. The scanned records were entered into a database and linked to the image files through CIMS. This created a completely usable system with all cemetery information beginning on the day it was installed. Ramaker & Associates provided implementation and training services as well. The data is accessed from a server within the cemetery.
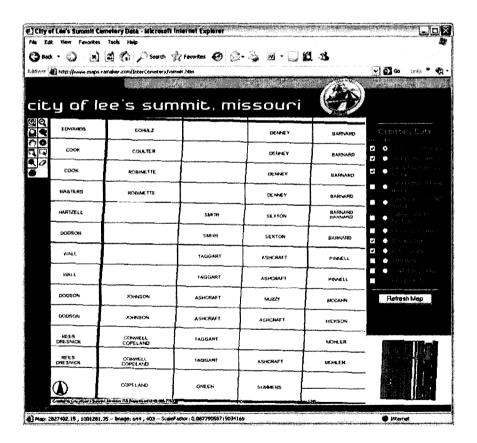
Contact: Larry Hudella, Superintendent
           Roselawn Cemetery
           803 West Larpenteur Avenue
           Roseville, MN 55113
           E-mail: cemeterylarry@inbox.com
           Phone: (651) 489-1720
           Website: http://www.map.ramaker.com/roselawn/

City of Lee's Summit

Location: Lee's Summit, Missouri
Client Since: 2001
Approx. Size: 22 acres
Approx. Number of Burials: 9,000
Software Used: CIMS 4.4 and eCIMS

Services Provided:

The City of Lee's Summit was using an ArcView based system to manage its cemetery data. This system was difficult for cemetery staff to use and required assistance from the City's GIS staff. Ramaker & Associates migrated the data to the CIMS database and is also hosting the data on a website. This created a completely usable system with all cemetery information beginning on the day it was installed. Ramaker & Associates provided implementation and training services as well.

Contact: Mr. Bill Rust, Cemetery Manager
City of Lee's Summit
220 SE Green St.
Lee's Summit, MO 64063
Email: bill.rust@lees-summit.mo.us
Phone: (816) 969-7403
Website: http://www.map.ramaker.com/LS_Cemetery/viewer.htm

Prairie Home Cemetery

Location: Waukesha, Wisconsin
Client Since: 1999
Approx. Size: 50+ acres
Approx. Number of Burials: 21,400+
Software Used: CIMS 4.4 and eCIMS

Description of Work Performed:

Prairie Home Cemetery had been using a paper-based system for managing their cemetery records for many years, but knew there had to be a better way to manage their operations. After researching their software options, the City of Waukesha knew that CIMS was the right choice for their cemetery. Their cemetery information was in a cumbersome format that wasn't suiting their needs and they wanted to streamline their records. After creating their new digital map, Ramaker & Associates assisted the cemetery by migrating all historic cemetery data into the CIMS database.

Contact: Mr. David Brenner, Cemetery Manager
City of Waukesha/Prairie Home Cemetery
605 S Prairie Avenue
Waukesha, WI 53186
Email: DBrenner@ci.waukesha.wi.us
Phone: (262) 524-3540
Website: http://www.map.ramaker.com/prairiehome/

City of Bedford Cemeteries

Location: Bedford, Virginia
Client Since: 2003
Approx. Size: 40+ acres
Approx. Number of Burials: 9,200+
Software Used: CIMS 4.4 and eCIMS

Description of Work Performed:

The City of Bedford has four cemeteries totaling more than 40 acres and their records consisted of a variety of paper cards. Ramaker & Associates converted all their maps to a GIS data format and scanned all their cemetery records. The scanned records were entered into a database and linked to the image files through CIMS. This created a completely usable system with all cemetery information beginning on the day it was installed. Ramaker & Associates provided implementation and training services as well. The data is accessed from three different locations via the City of Bedford's fiber network.

Contact: Mike Smith, Cemetery Manager
                    P.O. Box 807
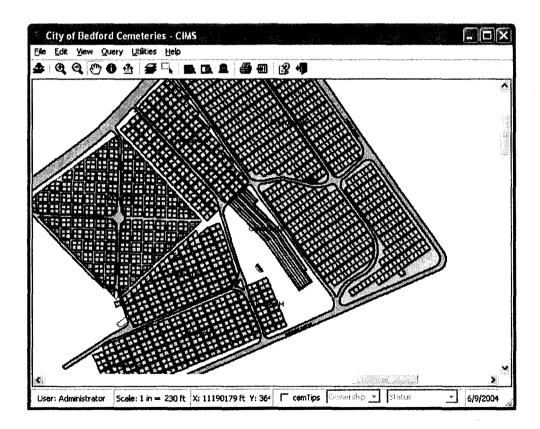   Bedford, VA 24523
                    Email: msmith@bedfordva.gov
                    Phone: (540) 587-6065
                    Website: http://www.map.ramaker.com/Bedford/
                                          http://www.map.ramaker.com/Bedford2/

City of Boise Cemeteries

Location: Boise, Idaho
Client Since: 2008
Approx. Size: 73 acres
Approx. Number of Burials: 33,000+
Software Used: CIMS 4.4 for SQL and eCIMS

Description of Work Performed:

The City of Boise has three cemeteries totaling 73 acres, and was maintaining records for each cemetery on paper and in Excel files. Ramaker & Associates worked with the City to develop more standardized Excel files, and helped them to incorporate their paper records into these Excel files. Based on Ramaker & Associates' suggestions, the City was able to get all of their burial and owner information down to one manageable file which included customized fields specific to each cemetery. This file is currently being migrated into a custom CIMS system for the City, which will eventually have a complete usable system. Along with data migration services, Ramaker also converted all of the cemetery's paper maps into the GIS format used by CIMS, taking into account the special needs of many burials with unknown locations.

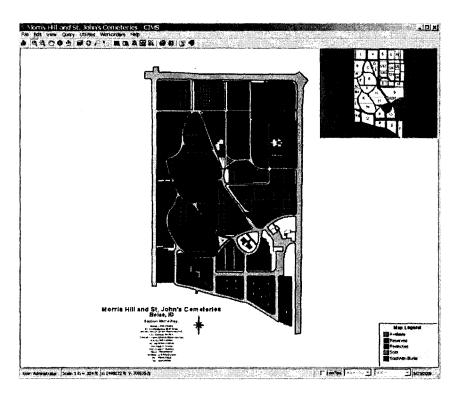Contact: Fran Cantwell-Warren, Planning Department
                1104 Royal Blvd.
                Boise, ID 83706
                Email: FCantwell@cityofboise.org
                Phone: (208) 384-4060 ext 320
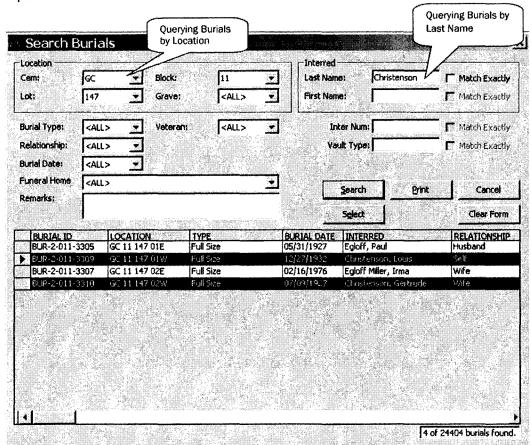   Websites: http://www.map.ramaker.com/boise/Military/
                                http://www.map.ramaker.com/boise/MorrisHill/
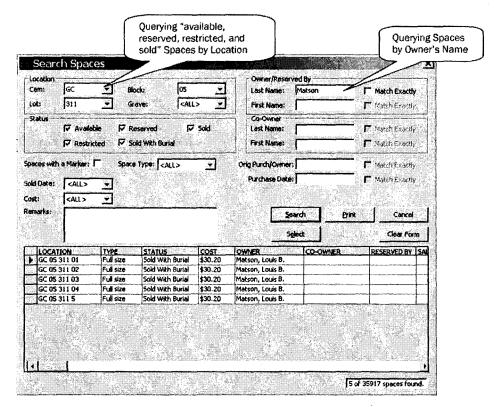   http://www.map.ramaker.com/boise/Pioneer/

CIMS LIGHT SOFTWARE – FUNCTIONAL OVERVIEW

Ramaker & Associates cemetery management software, CIMS *Light* allows users to query the database for a particular burial or owner. These basic functionalities are outlined in the following screen shots.

1) Rapid querying of burial locations by name and/or location – results will display the database records and highlighted graphical features. This information can be viewed and printed in report form.
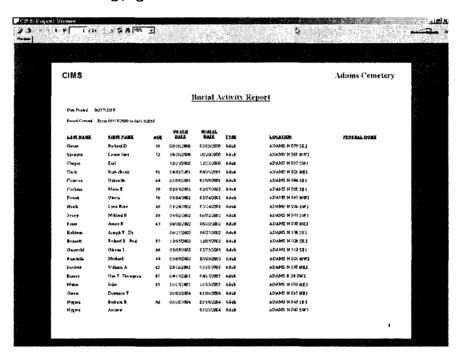
2) Rapid querying of available, reserved, restricted, and sold spaces by name and/or location – results will display the database records and highlighted graphical features. This information can be viewed and printed in report form.

3) There are several other querying capabilities of CIMS *Light*. Using CIMS *Light* you can: query spaces based on conditions, such as Location, Status, Space Type, Owner/Reserved By, Cost, or other user-defined fields.

- search for a customer (owner or burial) by typing in all or a portion of their name, by selecting or de-selecting one of the elements of the Location, or by the Status. This includes searching for Maiden Names and alias. You can also search the customer list for a particular city or state.

- search for burials within a specific range for date of death and date of interment. You can also search for burials who have Veterans status.

- search by dates or for a word in the Remarks section. If you have created user-defined fields for this tab, you will be able to search for records that match words in that field as well.

- query burials based on conditions, such as Location, Burial Type, Burial Date, Interred, or by your customized user-defined fields.

- query markers based on conditions, such as Location, Cost, Payment, Placement Date, Marker Type, Foundation, Inscription, or your customized user-defined fields.

- query deeds based on conditions, such as Location, Deed Cost, Deed Date, Transfer Date, Sales Agent, Deed Number, or Need .

- query permissions based on conditions such as Name or Location.

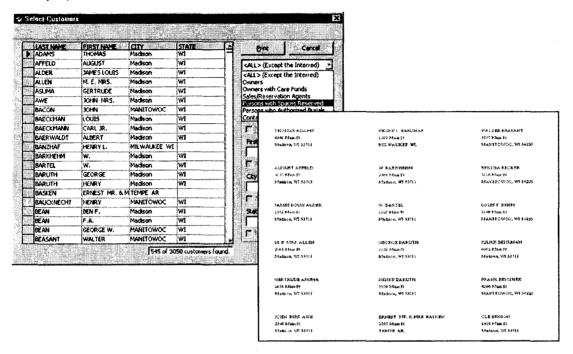- query customers based on conditions such as Last Name, First Name, City, or State.

4) CIMS *Light* is designed to easily create reports depicting information about your cemetery. Along with all of the querying capabilities listed previously, CIMS provides four kinds of reports including General Reports, Query Reports, Detail Reports, and Mailing Labels. Our software allows you to quickly analyze your cemetery data through numerous reports, as described below. These reports are created using Crystal Reports, and can be exported to various programs including Microsoft Excel, Access, and Word. All reports can also be modified by someone with expertise in Crystal Reports, or by Ramaker & Associates. All reports can be drilled down to only include specific locations or date ranges. A list of the available reports is shown on the following page.

Available Reports

- Available Spaces List:
  A list of all spaces which are currently unoccupied.

- Cemetery Deed:
  Makes a Cemetery Deed available for your printing and usage.

- Burial Activity Report:
  A list of all burials within a specified period of time, sorted by Burial Date, Location, or Burial Name.

- Marker Activity Report: A list of all markers and monuments which have been placed within a specified period of time.

- Space Activity Report: A list of all spaces which have been sold within a specified period of time, sorted by Location or Owner Name.

- Customers: A list of all customers in your database, sorted alphabetically.

- Sold but Unused List: A list of all spaces which are sold, but have not yet had a burial.

- Burial Management Report: A list of all burials within a certain period of time.

- Military Report: A list of all buried Veterans.

- Complete Owner Report: A list of all owners of spaces.

- Complete Burial Report: A list of all burials.

- Care Fund Report: A list of all spaces with associated Care Funds.

- Space Report: A list of spaces satisfying user-defined search conditions.

- Burial Report: A list of burials satisfying user-defined search conditions.

- Marker Report: A list of markers satisfying user-defined search conditions.

- Space Detail Report: All information relevant to the current space including ownership information, burial information, deed information, marker information, marker-burial relation, interment permission list, and care fund list.

- Customer Detail Report: All information relevant to the current customer including basic information, advanced information and contact list.

- Cemetery Summary Report: A list of activity based on a time frame specified by the cemetery.

- Disinterred Report: Any interments that have been removed from your cemetery are placed in a table for future searches.

- Reserved Graves Report: A list of all of the reserved graves in your cemetery.
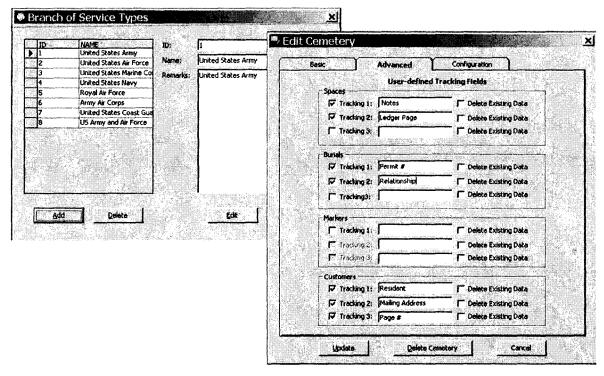
5) CIMS *Light* can query the customer database and print out mailing labels for marketing purposes.
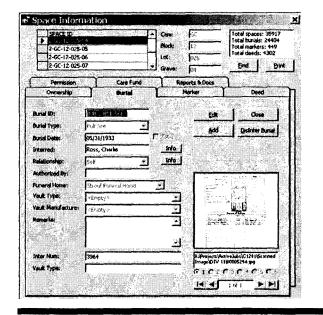

6) CIMS *Light* allows for different levels of security depending on user privileges, from full access to read only. There is a password and user name to log onto CIMS *Light*. Specific permissions can be set for each user but setting up different groups. You can designate Groups and Group's Operations, which allows you to assign privileges to users who have access to the cemetery data. You can define as many groups in CIMS *Light* as you want. The groups assigned apply to all cemeteries in the program. Each group can have one or more operations. Users can modify allowed operations for every group in CIMS *Light*. There are eight operations in CIMS *Light* which control all "write" behaviors:

1. Edit_Cemetery allows user to create cemetery information, create user-defined fields, and edit the cemetery.
2. Edit_Space allows user to modify anything related to spaces including basic, permissions and care fund.
3. Edit_Burial allows user to modify fields on the Burial tab.
4. Edit_Marker allows user to modify fields on the Marker tab.
5. Edit_Deed allows user to modify fields on the Deed tab.
6. Edit_Customer allows user to add, delete or edit customers.
7. Edit_Constant allows user to modify Constants tables.
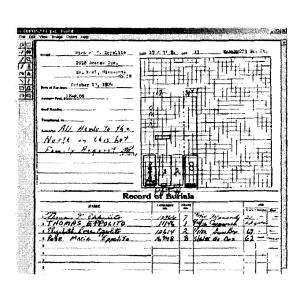8. Authorize allows user to modify groups and group's operations and authorize other users.

7) CIMS *Light* has the ability to populate drop downs with user-specified information and create custom data fields to track information unique to the cemetery.

8) CIMS *Light* allows users to link scanned images to every grave space, burial, marker, deed, and customer. There is room to store up to 6 images on the Ownership Tab, up to 6 images on the Burials Tab, up to 6 images on the Markers Tab, and 1 image on the Deed Tab. These images can be viewed and printed directly from the software. You may link additional documents which relate to each space in the Reports & Docs tab in the main customer information window. These document types include .doc, .xls, .gif, .bmp, .wmf, and .pdf, etc. A screen shot of an image linked to the Ownership Tab is shown below.

9) CIMS *Light* has the ability to populate drop downs with user-specified information and create custom data fields to track information unique to the cemetery, as shown below.
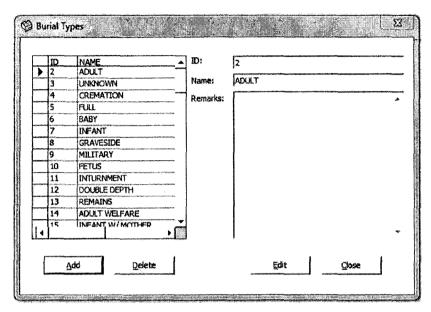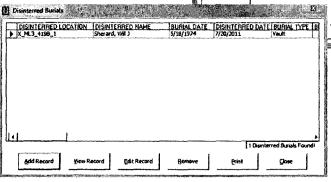

The constants the cemetery can keep track of include:

- Burial Type
- Branch of Service Type
- Care Funds
- Funeral Homes
- Marker Type
- Marker Vendors
- Relationship Type
- Restricted Type
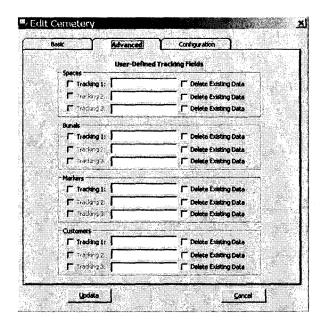- Space Type
- Vault Type
- Vault Vendor
- War Type

10) CIMS *Light* allows for the tracking and reporting of the exhumation of the deceased in the Disinterred Burials Table. Once an interment or cremation has been entered into CIMS *Light* and needs to be disinterred, a simple click of the Disinter Burials button will remove the burial from the map. The cemetery also has the option of tracking the burial's information in the Disinterred Burials Table for future reference. A screen shot of the Disinterred Burials Table is shown below along with a screen shot of the Customer Information Window for that disinterment.

Any of the information entered in the Customer Information window will be saved in the Disinterred Burials Table. This includes everything shown on these screen shots, along with Veteran information and Contact information.

11) CIMS *Light* allows for constants such as space type (ground space, niche, crypt), burial type (adult, child, cremation), marker types (standard, beveled, flush), restricted types (tree in space, waterline, road), branch of service types (US Army, US Navy), war types (Civil War, Gulf War), Relationship types (mother, son, wife), Marker Vendors, Funeral Homes, Care Funds, Vault Types, and Vault Vendors. These are all drop down menus available in CIMS, and all allow for user-specified information

CIMS also has 12 user defined tracking fields, which allow the cemetery to track information unique to their cemetery. There are three user custom fields on the Spaces Tab, three on the Burial Tab, three on the Markers tab, and three on the Customers Tab, as shown to the right.
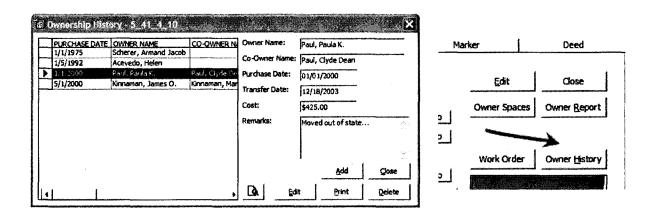
12) CIMS *Light* allows for the ability to change the owner of a plot, and to have the ownership changes tracked within the database.

As covered in the previous pages, the CIMS *Light* database allows for tracking of information relating to burials, owners, markers, funeral homes, and several other items. All of this information can be readily queried and shown in both map form and report form. All queries can also be exported for use in other programs such as Microsoft Excel and Microsoft Access, for example. Ownership changes are tracked in CIMS *Light* under Ownership History, as described and shown below.

- User is prompted to add Ownership History when owner name is changed. Will write ownership history for all spaces being updated.
- Can review Ownership History from space information window.
- Can add, delete & edit space ownership History.
- Can print Ownership History Report for any one space.
- Can query Ownership History based upon owner name, co-owner name, sold date, cost, and remarks (Under Utilities Menu).

13) In addition to tracking burial and owner information, CIMS *Light* comes with a standard deed form that is automatically populated and can be printed directly from CIMS *Light*. We also offer deed customization services, to match the language and look of the deed your cemetery is currently using.

SCOPE OF SERVICE

Ramaker & Associates will provide a relational database structure for the cemetery to input data. Data from the Excel file will be migrated into CIMS *Light* and will be available upon delivery. At delivery, the CIMS *Light* is ready for mass data input for any new burials or owners. The cemetery will use the software to create an inventory of all spaces in the cemetery that were not included in the Excel file, and will then begin assigning owners and burials to those spaces.

Ramaker and Associates provides the QuickBooks Communication Module, which allows CIMS *Light* to communicate with QuickBooks Accounting Software eliminating the significant amount of double entry that can occur when separate data management and accounting programs are used. When a user sells a grave space in CIMS *Light*, they can press a button that automatically transfers all the information about the sale to an invoice within QuickBooks. This includes both the customer data including name, address, and phone number as well as information about the sale including which spaces were purchased, and the amount that was paid for them. From this point, the user can add additional items to the invoice, and then print a copy to give to the customer.

TECHNICAL SUPPORT

Ramaker & Associates is committed to providing your cemetery with quality technical support and a timely response. Our first line of technical support is via telephone or email. This is available Monday through Thursday from 7:30 a.m. – 5:00 p.m. CST and from 7:30 a.m. – 11:30 a.m. CST on Friday. Our technical support team will work closely with you to generate a solution to your problem. If there is a problem that cannot be handled over the phone, we will use our remote access software to solve your problem. This software is included with CIMS *Light* and allows us to access your computer as long as you have access to the Internet. This allows us to see the problem first-hand. In the past, this has been a very effective way of solving problems without coming on-site. If support is needed on the weekends or after normal business hours, cell phone numbers of the CIMS Technical Support Staff can be provided.

MAINTENANCE PROGRAM

As technology continues to evolve, we would like to keep our clients current. To help Ramaker & Associates provide these services, we offer a Maintenance Program for our custom clients. All clients that are a part of this program will receive upgrades to bring their software up to date with the latest technology. These upgrades include changes and improvements we've made to the program, typically based on client requests. The fee for the CIMS *Light* Maintenance plan is 20% of the total software license fees. This fee is due after 120 days and once per year after that. Customers that are up-to-date on the Maintenance Program receive free upgrades and free technical support.

PROJECT SCHEDULE

A preliminary project timeline is outlined below. The start date is contingent upon Ramaker & Associates being provided the Excel file and other information to begin the data migration process by that date. The completion date will remain fixed only if all tasks outside the control of Ramaker & Associates, Inc. are met by the identified timeline. If tasks are not completed before or at these times, the completion date may need to be modified.

RECEIVE DATA FROM CEMETERY OFFICIAL & BEGIN CLEANUP	Week 1
SECTIONS THROUGH LOTS CLEANED DATA DELIVERY Send location information to cemetery officials for verification	Week 4
RECEIVE ALTERATIONS FROM CEMETERY OFFICIALS	Week 6
GRAVE LEVEL CLEANED DATA DELIVERY – *(Grave)* Send location information to cemetery officials for verification	Week 10
RECEIVE ALTERATIONS FROM CEMETERY OFFICIALS	Week 11
FINAL LOCATION DATA CLEANUP COMPLETION Send to cemetery officials for final verification	Week 14
CLEAN UP AND STANDARDIZATION OF DATES	Week 14
CLEAN UP AND STANDARDIZATION OF NAMES	Week 15
OWNER/BURIAL COMPARISONS	Week 16
Send all data to cemetery officials for final verification	Week 17
TESTING	Week 18
SYSTEM DELIVERY	Week 19
INSTALLATION & TRAINING	Week 20

NOTE: In order to comply with this aggressive schedule, all Ramaker & Associates' questions and requests to the cemetery staff must be addressed within three (3) business days. If questions are not addressed in this time period, the schedule may need to be adjusted.

TECHNICAL REQUIREMENTS

Workstation Requirements

Component	Minimum Required	Recommended
Processor	2 Ghz Dual Core	2 Ghz Quad Core Processor
Memory	1 GB RAM	6 GB RAM
Hard Drive	50 GB	200 GB
Operating System	Windows XP, Vista, 7, 8	64-Bit Windows 7
Network Speed**	100 Mbps	1.0 Gbps Full Duplex

Server Requirements

Component	Recommended
Processor*	Intel Xeon Quad Core Processor (Dual Socket Server for larger cemeteries)
Memory*	12 GB RAM
Hard Drive	250 GB
Operating System	Windows Server 2008 Standard or greater (x64)
Network Speed**	1.0 Gbps Full Duplex

*For large cemeteries the server processor and RAM should be adequately sized to handle the workload of CIMS along with any other tasks the server may handle. **Dual sockets may be required as necessary.**

**For large cemeteries the networking components will make a huge difference in speed. CIMS recommends 1.0 Gbps speeds for the workstation, network switch and server NIC.

PROPOSED COST

CIMS *Light* 4.4 with QuickBooks Communication Module**
Priced using SQL Server as the backend database

One CIMS *Light* 4.4 license with QuickBooks Communication Module	$2,445
Three Additional CIMS *Light* 4.4 licenses with QB Communication Module	$2,775
Additional cemetery fee, $250 per cemetery beyond the first	$1,000

Installation & Training (please choose one option)
> On-site Installation and Training $1,350/day   (Plus travel costs)
> This typically requires 2 days unless the travel time is minimal

> On-line Installation and Training   - Full Day $950
> On-line Installation and Training   - Half Day $475

Data Migration from 5/28/2014 Excel file $12,500

> Any alterations made to the file after the above date may increase the data migration cost. Please check with Ramaker & Associates, Inc. before making any major alterations. Only records with complete location information in the Cemetery, Block, Lot and Space columns will be migrated.

Customize CIMS Deed to match the language and look of the City of Austin $700
Cemeteries Burial Plot Contract

> Information under the "Purchase Price" heading through the Annual Percentage Rate line will need to be keyed in manually by the cemetery staff. The rest of the information will be automatically filled in from the CIMS Light database.

One Year System Support   (20% of software license fees) $1,044
For Technical Support and Free Upgrades

TOTAL $20,464 + training

(**This option requires QuickBooks Pro 2007 software – or a newer version. Cost is approximately $225. Can be purchased at your local office supply store or through Ramaker & Associates if desired)

Ramaker & Associates now accepts payment via MasterCard, Visa, and American Express.

RAMAKER & ASSOCIATES, INC.
GENERAL TERMS AND CONDITIONS OF AGREEMENT - CIMS

These Terms and Conditions of Agreement constitute the agreement ("Agreement") pursuant to which services are to be performed by Ramaker & Associates, Inc. (hereafter "Consultant") upon acceptance by the client ("Client") of the attached Proposal. The Scope of Services, Project Cost and Project Schedule sections of the attached Proposal are incorporated by reference into these Terms and Conditions of Agreement, and are part of the Agreement.

SECTION 1: Scope of Services

The Scope of Work and the Project Schedule defined in the Proposal are based on the information provided by Client. If this information is incomplete or inaccurate, or if site conditions are encountered that materially differ from those indicated by Client, or if Client directs Consultant to change the original Scope of Services established by the Proposal, then an amendment to this Agreement is required. Consultant may rely on the representations of Client, and Consultant's obligations under this Agreement are limited by all specific directives of Client.

SECTION 2: Change in The Scope of Services

Any written or oral communication from Client that requests changes in the Scope of Services shall be treated as a Change Order Proposal. Consultant shall give written notice within ten (10) days of the proposed change order of any resulting increase in fees or costs. If the Client agrees with the Change Order Proposal, it shall become a Change Order to this Agreement and change the Scope of Services and Agreement Price accordingly. If the Client does not approve the Change Order, there shall be no change in the Scope of Services.

SECTION 3: Fees, Billing & Payment Terms

3.1 Client shall pay to Consultant on a time-and-materials basis (or as indicated in attached contract), compensation for services based upon the amounts set forth in Consultant's current Fee Schedule. Consultant's fee schedules are revised on a calendar year basis, will become a part of this contract, and the total compensation for the project will be adjusted if the Fee Schedule is revised.

3.2 PAYMENT DUE. Invoices shall be submitted by the Consultant (monthly, bi-monthly, weekly, or upon completion of each phase) as identified here or within the attached proposal. Invoices are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date.

3.3 INTEREST. If payment in full is not received by the Consultant within thirty (30) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall be applied to accrued interest and then to the unpaid principal.

3.4 COLLECTION COSTS. If the Client fails to make payments when due and the Consultant incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Consultant. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds, and reasonable Consultant staff costs at standard billing rates for the Consultant's time spent in efforts to collect. This obligation of the Client to pay the Consultant's collection costs shall survive the term of this Agreement or any earlier termination by either party.

SECTION 4: Suspension of Services

If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may immediately suspend performance of services.. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

SECTION 5: Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including legal fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed the Consultant's fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. In no event shall Consultant be liable hereunder for any indirect, incidental, punitive or consequential damages (including lost business profit or claims for extended duration, delays or hindrance) sustained by the Client for any matter arising out of or pertaining to the subject matter of this Agreement.

SECTION 6: Force Majeure

Consultant shall not be liable for any loss or damage due to failure or delay in rendering any service called for under the proposal letter resulting from any cause beyond Consultant's reasonable control, including but not limited to acts of God, acts or omission of governments, strikes, lockouts, or other industrial disturbances, riots, terrorism, acts of the public enemy, wars, blockades, insurrections, epidemics, landslides, earthquakes, fire, storms, lightning, floods, washouts, civil disturbances, and any other acts or omissions similar to the kind herein enumerated, but not within the control of the affected party and which by the exercise of due diligence said party is unable to overcome.

SECTION 7: Indemnification

To the fullest extent permitted by law, the Consultant shall indemnify the Client for damages arising out of the performance of professional services to the extent caused by the negligence of the Consultant, except as limited herein by Client's indemnification obligations to Consultant which take precedence. To the fullest extent permitted by law, the Client agrees to indemnify and hold harmless the Consultant and the Consultant's sub-consultants from any liability, damages, claim, costs, expenses, or legal fees, for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Consultant or for any other injury or loss caused by the Client, its employees, agents, other consultants, and/or the Property Owner, and to indemnify and hold harmless the Consultant and the Consultant's sub-consultants (including its officers, directors, employees, former employees, agents, and partners) to the extent that the total aggregate of any and all liabilities (including all damages (direct, consequential, indirect, incidental or other damages), claim, costs, expenses, legal fees of any party) of the Consultant and its sub-consultants to the Client or any and all third parties exceeds the amount of Consultant's fee for services rendered on this Project.

SECTION 8: Use and Ownership of Documents

The drawings, specifications and other documents, including those in electronic form, prepared by the Consultant, are considered Instruments of Service. Any drawings, specifications or reports prepared by Consultant under the attached proposal letter shall be the property of Client. Consultant shall have the unlimited right, however, to use such drawings, specifications and reports and the intellectual property therein. Client shall use such drawings, specifications and reports only for the project or purpose for which they were prepared. "Documents" as referred to herein are limited to the printed copy (hard copy) that are signed or sealed by Consultant, its agents or employees. Files on electronic media of text, data, graphics, or of other types that are furnished by Consultant, are only for the convenience of Client. Because electronic media can deteriorate or be modified, inadvertently or otherwise, without authorization of the data's creator, the party receiving electronic data agrees that it will perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected in the 30-day period will be corrected by the creator of the electronic data. Electronic drawings will not contain Consultant's or its engineer's seal or title block identification. The creator of electronic files is under no obligation to maintain hardware or software to use the media of transfer at a future date. Any conclusions of information derived from electronic files that are not specifically a requirement of the project work statement are at the user's sole risk. Consultant will retain all Documents which were generated or used while performing services under this Agreement, for a period of three (3) years following completion of this project. During this time, Consultant will reasonably make available these Records to Client during regular business hours. Consultant may charge a reasonable fee in addition to its professional fees for storing, retrieving, or copying such Records.

SECTION 9: Licensing

The CIMS family of applications, trademark, source code, trade secrets, copyright and all other rights, real or implied, pertaining to CIMS (including but not limited to any images, photographs, animations, video, audio, music, texts and "applets," incorporated into the software product) are and remain the sole property of Consultant. This does not include any data currently owned by the Client. The software product is licensed, not sold. You may install and use only the number of licenses agreed to in this contract. Each license is for one computer only Upon termination of any Software license, Client will return to Customer or destroy all copies of the Software.

SECTION 10: Warranty and Remedies

All CIMS related products are warranted to perform for a period of 120 days from the date of receipt. If the software does not meet the warranty requirements, it will either be repaired or replaced at the discretion of Consultant. The software will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. Consultant makes no claim of interoperability with software programs other than the specified operating systems. This warranty only applies to the original seat of software that resides at the client office. Consultant is not responsible for data entered into the system. It is the client's responsibility to backup data on a consistent and timely basis.

10.1   Disclaimer. THE WARRANTIES IN SECTION 10 ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONSULTANT DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR WITHOUT INTERRUPTION, OR THAT THE SOFTWARE WILL BE COMPATIBLE WITH OTHER SOFTWARE, OPERATING SYSTEMS OR ENVIRONMENTS, OR EQUIPMENT.

10.2   Exclusive Remedies. Client must report to Consultant any breach of the warranties contained in Section 10.1 during the relevant warranty period. Client's sole and exclusive remedies, and Consultant's entire liability, for a reported breach are to correct Software errors that caused the breach of warranty, or if Consultant is unable to make the Software operate as warranted, Client may terminate the Software license and recover the fees paid to Consultant for the Software license, less a reasonable amount for Client's use of the Software, prorated based on a three-year product life.

10.3   Limitations. Consultant will have no obligations under Section 10 if the breach of warranty is caused by abuse, misuse, alteration, neglect, or accidental damage of or to the Software; or the unauthorized repair, modification, or installation of the Software.

SECTION 11: Technical Support

Complimentary technical support will be provided via telephone or e-mail for 120 days from the date of receipt. Support is available Monday through Friday from 7:00 a.m. – 4:00 p.m. CST. Please call us at 1-800-332-7532 or see our web site http://www.1cims.com for additional support options available after the complimentary support period expires.

SECTION 12: Upgrades/Enhancements

All product upgrades/enhancements will be provided free of charge for a period of 120 days from the date of delivery.

SECTION 13: Patents

Any patentable or copyrightable concepts developed by Consultant as a consequence of service hereunder are the sole and exclusive property of Consultant and nothing in this Agreement shall be deemed to grant Client any right in or to such concepts.

SECTION 14: Insurance

Consultant shall maintain worker's compensation, employer's liability, commercial general liability, automotive liability, and professional liability insurance during the time it is performing services hereunder. The Client shall be responsible for purchasing and maintaining the Client's usual liability insurance and, at its option, may purchase and maintain such other insurance as will protect it against claims which may arise from operations under the Contract Documents.

SECTION 15: Dispute Resolution

All claims, disputes and other matters in question arising out of, or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with Commercial Industry Arbitration Rules of the American Arbitration Association then in force. If the parties cannot agree on the choice of an arbitrator, the parties shall use the American Arbitration Association to conduct the arbitration. The arbitration shall be held in Sauk County, Wisconsin. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereto. The fee, if any, of the arbitrator(s), shall be shared equally by both parties. Nothing herein shall preclude, however, the availability of injunctive or other equitable relief in an appropriate case, and each party agrees that the other shall be entitled as a matter of right to seek and obtain an injunction from any court of competent jurisdiction, restraining any further violation or threatened violation of any restriction or agreement contained herein for which monetary damages are not an adequate remedy.

SECTION 16: Third Party Beneficiaries

This Agreement does not create any benefits for any third party.

SECTION 17: Governing Law

The Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

SECTION 18: Severability

The various terms, provisions and covenants herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.

SECTION 19: Entire Agreement

This Agreement constitutes the entire Agreement between the parties and supersedes all prior negotiations, representations or agreements relating thereto, written or oral, except to the extent they are expressly incorporated herein. Unless otherwise provided for herein, no amendments, changes, alterations or modifications of this Agreement shall be effective unless in writing signed by Client and Consultant. Each of the parties has been involved in determining the provisions of this Agreement, and in case of a conflict herein such conflict shall not be resolved or determined in favor of or against a party hereto, in whole or in part, based on whether or not such party has prepared this Agreement or any provision hereof. Client is bound by the terms of this Agreement if Consultant is instructed by Client to proceed with the Scope of Services and Client has not objected to any of the terms and conditions contained herein.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of Consultant as of this

__10th__ day of ___June_____, 2014.

RAMAKER & ASSOCIATES, INC.

By: _____

Brandon Finley

Vice President, Ramaker & Associates, Inc.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of Client as of this

_____ day of _____, 20____.

CLIENT

By: _____

Name: _____

Title: _____

EXHIBIT A: COST PROPOSAL

The City anticipates purchasing any additional servers, storage solutions, and associated system software through existing contracts when possible. Proposers may include such items as alternates for consideration; however all specifications, unit pricing, discount pricing, installation, and warranty information must be clearly provided and described. Despite how the required hardware and system software is purchased, the Proposer must accept responsibility for defining the technical requirements and associated configuration required to meet the City's stated objectives. The City reserves the right to award in our best interest including options such as the software without services etc.

Software and Maintenance Costs

Description	Year One Cost	Year Two Cost	Year Three Cost	Year Four Cost	Year Five Cost
Software	$6,220	—	—	—	—
Licensing	—	—	—	—	—
Hosting Fees (if Vendor hosted)	—	—	—	—	—
Annual Maintenance and Support	$1,044	$1,044	$1,044	$1,044	$1,044
Other Costs if Required*	$700 deed $12,950 data migration	—	—	—	—
Per Year Total		$1,044	$1,044	$1,044	$1,044

*Include a detailed breakdown of other specific costs not referenced above on a separate sheet. Any customization or 3rd party software referenced in the response to Requirements.

Implementation Costs

Proposer must submit a detailed breakdown of services included as part of the implementation for both phases.

Description	Phase One Cost	Phase Two Cost
Implementation Services	—	—
Training	$475 or $950 or $350/day plus expenses	—
System Integrations	—	—
Other Costs if Required	—	—
Total Cost	$475 or $950 or $1350/day plus expenses	—

Additional Services, Custom Development

Fixed hourly rate for custom development requested by the City of Austin for software functionality not included in the base software licensing agreement for years two through five.

Description	Year Two	Year Three	Year Four	Year Five
Customer Requested Development (fixed per hour cost)	$125-$150 per hour	$125-$150 per hour	$125-$150 per hour	$125-$150 per hour

Describe any complementary solutions that may benefit City, including functional description and cost. The cost of any complementary items will not be considered as part of the total cost of the proposal.

ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

INVITATION FOR BID NO: **JXH00501**
ADDENDUM NO. 4
DATE OF ADDENDUM: **JUNE 5, 2014**

This addendum is to incorporate the following to the solicitation:

A. Questions and Answers:

1. What does the date column signify?
   Response: Date of Interment

2. Does name column represent an owner name or a burial name?
   Response: the burial name of the decedent

3. Will location information (block, lot, space) be filled in for every record?
   Response: In most cases yes. Some entries may not have the space description data

4. Also, are there paper records that you'd like migrated or is everything on the Excel file?
   Response: There are a lot of book paper records that will be migrated in Phase II of the project.

5. How many computers will the software bi installed on?
   Response: Four computers

6. Are these computers networked together/can they see the same server?
   Response: Yes and yes.

7. How many different locations/buildings will the software be installed in?
   Response: One building which is the Austin Memorial Park Cemetery Offices but possibly   the Parks and Recreation Department (PARD) building will have installation on 1 computer.

8. In the RFP it asks for 5 years' worth of costs. Is this just for Phase I only?
   Response: Phase I only.

9. Will separate RFP's be released for Phase II and Phase III, or should the responses address those phases in this RFP response?
   Response: Yes, there will be additional RFP's issued for Phase II and Phase III.

All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #4 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY: _____Jonathan Harris_____ .
Jonathan Harris, Senior Buyer Specialist
Purchasing Office, 512-974-1771

ACKNOWLEDGED BY:

Ramaker + Associates, Inc.　　Rachel Ingram　　6-6-2014.
SUPPLIER　　　　　　　AUTHORIZED SIGNATURE　　DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO PURCHASING OFFICE, CITY OF AUSTIN, WITH PROPOSAL OR PRIOR TO PROPOSAL CLOSING. FAILURE TO DO SO MAY CONSTITUE GROUNDS FOR REJECTION OF YOUR OFFER.

ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

REQUEST FOR PROPOSAL NO: **JXH0501**
ADDENDUM NO. **1**
DATE OF ADDENDUM: **MAY 23, 2014**

This addendum is to incorporate the following changes to the solicitation:

1) **The Pre-Proposal conference call in information is below:**
   Telephone Number: **512 974-9300**

   Conferee Code: **893837**

   Confirmation No: **2464**

   The pre-proposal conference is scheduled for May 28, 2014 from 11:00 central to 12:00pm central, participants can attend in person or use the conference line to participate in the meeting.

All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #1 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY: _____*Jonathan Harris*_____ .
             Jonathan Harris, Senior Buyer Specialist
             Purchasing Office, 512-974-1771

ACKNOWLEDGED BY:

Ramaker + Associates, Inc.   *Rachel Jepson*   *6-2-2014.*
    SUPPLIER   AUTHORIZED SIGNATURE   DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO PURCHASING OFFICE, CITY OF AUSTIN, WITH PROPOSAL OR PRIOR TO PROPOSAL CLOSING. FAILURE TO DO SO MAY CONSTITUE GROUNDS FOR REJECTION OF YOUR OFFER.

ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

INVITATION FOR BID NO: **JXH00501**
ADDENDUM NO. **2**
DATE OF ADDENDUM: **MAY 28, 2014**

This addendum is to incorporate the following changes to the solicitation:

1) **Appendix F Glossary of Terms is hereby incorporated to replace Appendix E document that was mislabeled and uploaded twice.**

All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #1 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY: _____*Jonathan Harris*_____ .
Jonathan Harris, Senior Buyer Specialist
Purchasing Office, 512-974-1771

ACKNOWLEDGED BY:

Ramaker + Associates, Inc.   *Rachel Jegum*   *6-2-2014*
SUPPLIER   AUTHORIZED SIGNATURE   DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO PURCHASING OFFICE, CITY OF AUSTIN, WITH PROPOSAL OR PRIOR TO PROPOSAL CLOSING. FAILURE TO DO SO MAY CONSTITUE GROUNDS FOR REJECTION OF YOUR OFFER.

ADDENDUM
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

INVITATION FOR BID NO: <u>**JXH00501**</u>
ADDENDUM NO. 3
DATE OF ADDENDUM: <u>**MAY 28, 2014**</u>

This addendum is to incorporate the following changes to the solicitation:

Interment Records Excel spreadsheet sample is hereby incorporated as part of the RFP response.

All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Addendum #1 is hereby incorporated and made a part of the above referenced Solicitation.

APPROVED BY: ____*Jonathan Harris*____ .
            Jonathan Harris, Senior Buyer Specialist
            Purchasing Office, 512-974-1771

ACKNOWLEDGED BY:

Ramaker & Associates, Inc.   *Rachel Orgium*   *6-2-2014*.
        SUPPLIER   AUTHORIZED SIGNATURE   DATE

RETURN ONE (1) COPY OF THIS ADDENDUM TO PURCHASING OFFICE, CITY OF AUSTIN, WITH PROPOSAL OR PRIOR TO PROPOSAL CLOSING. FAILURE TO DO SO MAY CONSTITUE GROUNDS FOR REJECTION OF YOUR OFFER.

the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Ramaker + Associates, Inc.

Federal Tax ID No.: ██████-████████

Printed Name of Officer or Authorized Representative: Rachel Tygum

Title: Project Manager

Signature of Officer or Authorized Representative: Rachel Tygum

Date: 6-2-2014

E-Mail Address: rachel@ramaker.com

Phone Number: 800-332-7532 or 608-643-4100

* Proposal response must be submitted with this Offer sheet to be considered for award

Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Section 0835: Non-Resident Bidder Provisions

Company Name _Ramaker + Associates, Inc._

A. Bidder must answer the following questions in accordance with Vernon's Texas Statues and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: _non-resident Bidder_

(1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _no_   Which State: _Wisconsin_

C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer:_____