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**AGREEMENT  
DOCUMENT PROCESSING AND WEB  
PRESENTMENT UTILITY CUSTOMER SERVICE**

**THIS AGREEMENT DOCUMENT PROCESSING AND WEB PRESENTMENT FOR UTILITY CUSTOMER SERVICE** ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation, and **ANACOMP, INC.** ("Contractor"), a Indiana corporation doing business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City  
City of Houston  
Utility Customer Service  
Department of Public Works  
& Engineering  
Attn: Manager  
4200 Leeland  
Houston, Texas 77003

Contractor  
Anacomp, Inc.  
San Diego – 15378 Avenue of Science  
San Diego, CA 92128  
Attn: General Counsel

The Parties agree as follows:

This Agreement consists of the following sections:

## TABLE OF CONTENTS

Page No.

<b>I. DEFINITIONS.....</b>	<b>5</b>
<b>II. DUTIES OF CONTRACTOR.....</b>	<b>5</b>
<b>A. Scope of Services .....</b>	<b>5</b>
<b>B. Coordinate Performance .....</b>	<b>6</b>
<b>C. Schedule of Performance.....</b>	<b>6</b>
<b>D. Time Extensions .....</b>	<b>6</b>
<b>E. RELEASE.....</b>	<b>6</b>
<b>F. INDEMNIFICATION .....</b>	<b>7</b>
<b>G. INDEMNIFICATION PROCEDURES.....</b>	<b>8</b>
<b>H. RELEASE AND INDEMNIFICATION - PATENT, COPYRIGHT,     TRADEMARK, AND TRADE SECRET INFRINGEMENT .....</b>	<b>9</b>
<b>I. Insurance .....</b>	<b>11</b>
<b>J. Warranties.....</b>	<b>12</b>
<b>K. Changes.....</b>	<b>13</b>
<b>L. Compliance with Laws .....</b>	<b>15</b>
<b>M. Drug Abuse Detection and Deterrence.....</b>	<b>15</b>
<b>N. MWBE Compliance.....</b>	<b>16</b>
<b>O. Confidentiality for City .....</b>	<b>17</b>
<b>III. DUTIES OF CITY .....</b>	<b>17</b>
<b>A. Payment for Services .....</b>	<b>17</b>
<b>B. Taxes.....</b>	<b>18</b>
<b>C. Method of Payment-Disputed Payments.....</b>	<b>18</b>
<b>D. Limit of Appropriation.....</b>	<b>18</b>
<b>E. Access to Site .....</b>	<b>20</b>
<b>F. Access to Data.....</b>	<b>20</b>
<b>G. Confidentiality for Contractor.....</b>	<b>21</b>
<b>IV. TERM AND TERMINATION.....</b>	<b>22</b>
<b>A. Contract Term.....</b>	<b>22</b>
<b>B. Renewals .....</b>	<b>22</b>
<b>C. Termination for Convenience by City .....</b>	<b>22</b>
<b>D. Termination for Cause .....</b>	<b>23</b>
<b>V. MISCELLANEOUS .....</b>	<b>24</b>
<b>A. Independent Contractor.....</b>	<b>24</b>
<b>B. Force Majeure .....</b>	<b>24</b>
<b>C. Severability .....</b>	<b>25</b>

D.	Entire Agreement.....	25
E.	Written Amendment.....	25
F.	Applicable Laws.....	25
G.	Notices .....	26
H.	Captions .....	26
I.	Non-Waiver .....	26
J.	Inspections and Audits .....	26
K.	Enforcement .....	27
L.	Ambiguities .....	27
M.	Survival.....	27
N.	Publicity .....	27
O.	Risk of Loss.....	27
P.	Parties In Interest.....	28
Q.	Successors and Assigns .....	28
R.	Business Structure and Assignments .....	28
S.	Remedies Cumulative .....	29
T.	Contractor's Debt.....	29

**EXHIBIT "A" SCOPE OF WORK**

**EXHIBIT "B" SCHEDULE OF UNIT COSTS**

**EXHIBIT "C" DRUG POLICY COMPLIANCE AGREEMENT**

**EXHIBIT "D" CERTIFICATION OF NO SAFETY IMPACT POSITIONS**

**EXHIBIT "E" DRUG POLICY COMPLIANCE DECLARATION**

**EXHIBIT "F" EQUAL EMPLOYMENT OPPORTUNITY**

**EXHIBIT "G" MWBE SUBCONTRACT TERMS**

The above-described exhibits are incorporated into this Agreement. If a conflict among the sections and exhibits arises, the sections control over the exhibits. The Parties have executed this Agreement in multiple copies, each of which is an original.

**ATTEST/SEAL (if a corporation):**

**ANACOMP, INC.**

By: Karen D. Graham  
Name: Karen D. Graham  
Title: Legal Administrator

By: [Signature]  
Name:  
Title:

**ATTEST/SEAL:**

**CITY OF HOUSTON, TEXAS**

[Signature]  
City Secretary

Signed by:  
Bill White [Signature]  
Mayor

**APPROVED:**

**COUNTERSIGNED BY:**

[Signature]  
Purchasing Agent

[Signature]  
City Controller [Signature]

**APPROVED:**

**DATE COUNTERSIGNED:**

[Signature]  
Director of Public Works & Engineering

4-10-07

**APPROVED AS TO FORM:**

[Signature]  
Sr. Assistant City Attorney  
L.D. File No. 0800600130-001

## I. DEFINITIONS

"Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.

"Change Order" is defined in Section II.K.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date shown as the date countersigned on the signature page of this Agreement.

"Deliverables" mean all tangible items provided by Contractor under this Agreement.

"Director" means the Director of the Department of Public Works & Engineering, or the person he or she designates.

"Notice to Proceed" means a written communication from the Director to Contractor instructing Contractor to begin performance.

## II. DUTIES OF CONTRACTOR

### A. Scope of Services

In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, equipment, hardware, software, and supervision necessary to provide the services and Deliverables set out in this Agreement as described in Exhibit "A".

B. Coordinate Performance

Contractor shall coordinate its performance with the Director and other persons that the Director designates. Contractor shall promptly inform the Director and other person(s) of all significant events relating to the performance of this Agreement.

C. Schedule of Performance

The Director shall provide Contractor a written Notice to Proceed specifying a date to begin performance. Contractor shall begin its performance no later than the date given on the Notice to Proceed and shall continue to perform diligently until this Agreement is terminated or expires in accordance with its terms, whichever comes first.

D. Time Extensions

If Contractor requests an extension of time to complete its performance of any of its duties under this Agreement, then the Director may, in his or her sole discretion, extend the time so long as the extension does not exceed ten (10) days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

E. RELEASE

**CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE ACITY@) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY=S SOLE OR CONCURRENT**

NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

F. INDEMNIFICATION

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- (1) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- (2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND

(3) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

**G. INDEMNIFICATION PROCEDURES**

(1) Notice of Claims. If the City or Contractor receives notice of any claim or circumstances that could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

- (a) a description of the indemnification event in reasonable detail,
- (b) the basis on which indemnification may be due, and
- (c) the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10-day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims

(a) Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

(b) Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

**H. RELEASE AND INDEMNIFICATION - PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET INFRINGEMENT**

**CONTRACTOR AGREES TO AND SHALL RELEASE AND DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM**

ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY BY ANY PARTY, INCLUDING CONTRACTOR, ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS, WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT.

WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

I. Insurance

Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability Employer's Liability and Workers' Compensation must name the City as an additional insured. All liability policies must be issued by a Company with a Certificate of Authority from the State Department of Insurance to conduct insurance business in Texas or a rating of at least B+ and a financial size of Class VI or better according to the current year's Best's Key Rating Guide, Property-Casualty United States. Contractor shall maintain the following insurance coverages in the following amounts:

- (1) Commercial General Liability insurance including Contractual Liability insurance:
  - \$500,000 per occurrence; \$1,000,000 aggregate
- (2) Workers' Compensation including Broad Form All States endorsement:
  - Statutory amount
- (3) Professional Liability
  - \$1,000,000 per occurrence; \$1,000,000 aggregate
- (4) Automobile Liability insurance
  - \$1,000,000 combined single limit

Defense costs are excluded from the face amount of the policy.  
Aggregate Limits are per 12-month policy period  
unless otherwise indicated.

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give 30 days written notice to the City before they may be canceled, materially changed, or nonrenewed. Within the 30 day period,

Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or nonrenewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may

- (1) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

If any insurance is written on a "claim made" basis, it must include a two-year extended coverage period after the last date that Contract performs under this Agreement.

J. Warranties

Contractor warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas, for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

With respect to any parts and goods it furnishes, Contractor warrants:

- (1) that all items are free of defects in title, design, material, and workmanship,

- (2) that each item meets or exceeds the manufacturer's specifications; and
- (3) that each item is new.

K. Changes

(1) At any time during the Agreement Term, the Director may negotiate a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any specifications or requirements of the Change Order.

(2) The Change Order must be in substantially the following form:

**CHANGE ORDER**

TO: [Name of Contractor]

FROM: City of Houston, Texas (the "City")

DATE: [Date of Notice]

**SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]**

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

**[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]**

Signed:

[Signature of Director]

[Signature of Contractor]

(3) The Parties may negotiate more than one Change Order, subject to the following limitations:

- (a) Council expressly authorizes the Director to approve a Change Order up to an individual limit of 10% of the original contract amount. Any Change Order in excess of this 10% limit must be approved by the City Council.
- (b) If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
- (c) The total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.

(4) Whenever the parties execute a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The Director's decision regarding a time extension is final.

(5) A product or service provided under a Change Order is subject to inspection,

acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.

- (6) Change Orders are subject to the Allocated Funds provisions of this Agreement.

L. Compliance with Laws

Contractor shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances.

M. Drug Abuse Detection and Deterrence

(1) It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

(2) Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

- (a) a copy of its drug-free workplace policy,
- (b) the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "C," together with a written designation of all safety impact positions and,
- (c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "D."

If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "E." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

(3) Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

(4) Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

N. MWBE Compliance

Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 7% of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them.

Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration to be conducted in Houston, Texas, if directed to do so by the Affirmative Action Division Director. MWBE subcontracts must contain the terms set out in Exhibit "G". If Contractor is an individual person (as distinguished from a corporation,

partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

O. Confidentiality for City

Contractor, its agents, employees, contractors, and subcontractors shall hold all City information, data, and documents (collectively, "Information") that they receive, or to which they have access, in strictest confidence. Contractor, its agents, employees, contractors, and subcontractors shall not disclose, disseminate, or use the Information unless the Director authorizes it in writing. Contractor shall obtain written agreements from its agents, employees, contractors, and subcontractors that bind them to the terms in this Section.

### **III. DUTIES OF CITY**

A. Payment for Services

(a) The City shall pay Contractor the unit prices specified in Exhibit "B" for all of Contractor's services under this Agreement, but such payments may only be made from Allocated Funds, as provided below. Quantities shown in Exhibit "B" are estimates only. (For Change Order work the City shall pay the Contractor as require in the Change Order.)

(b) The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director, showing the specific tasks completed in the preceding month and the corresponding unit prices. Contractor shall invoice by the same method for change orders. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

B. Taxes

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

C. Method of Payment - Disputed Payments

If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

D. Limit of Appropriation

- (1) The City's duty to pay money to Contractor for any purpose under this Agreement is limited in its entirety by the provisions of this Section.
- (2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$200,000 to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies.

(3) The City makes a supplemental allocation by sending a notice signed by the Director and the City Controller to Contractor and, where in excess of the amount specified in Paragraph (4) below, approved by motion or ordinance of City Council in substantially the following form:

**"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"**

TO: [Name of Contractor]  
FROM: City of Houston, Texas (the "City")  
DATE: [Date of notice]  
SUBJECT: Supplemental allocation of funds for the purpose of the "[title of this Agreement]" between the City and (name of Contractor) countersigned by the City Controller on (Date of Countersignature) (the "Agreement").

I, (name of City Controller), City Controller of the City of Houston, certify that the supplemental sum of \$ \_\_\_\_\_, upon the request of the below-signed Director, has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

The aggregate of all sums allocated for the purpose of such Contract, including the Original Allocation, and all supplemental allocations (including this one), as of the date of this notice, is \$ \_\_\_\_\_.

SIGNED:

(Signature of the City Controller)  
City Controller of the City

REQUESTED:

(Signature of the Director)  
Director

(4) City Council delegates to the Director the authority to approve up to \$959,497 in supplemental allocations for this Agreement without returning to Council.

(5) The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.

E. Access to Site

Contractor may enter and leave the premises at all reasonable times without charge. Contractor and its employees may use the common areas and roadways of the premises where it is to provide the services, Deliverables, software, and systems set out in this Agreement together with all facilities, equipment, improvements, and services provided in connection with the premises for common use. However, the City has no obligation to provide parking for Contractor's personnel under this Agreement. Contractor shall repair any damage caused by it or its employees as a result of its use of the common areas.

F. Access to Data

The City shall, to the extent permitted by law, allow Contractor to access and make copies of documents in the possession or control of the City or available to it that are reasonably necessary for Contractor to perform under this Agreement.

The City does not, however, represent that all existing conditions are fully documented, nor is the City obligated to develop new documentation for Contractor's use.

G. Confidentiality for Contractor

In connection with Contractor's submission of responses to the City's Request for Proposals, the City agrees to treat any information that is designated confidential or proprietary in Exhibit "A" ("Proprietary Information") as confidential in accordance with the provisions of this Section.

Contractor expressly acknowledges and understands that the City is a governmental body that is subject to public information laws, including Chapter 552 of the Texas Government Code, which requires the City to release any information that is defined as or deemed to be public and that all information held by the City is open to public disclosure unless it falls in one of the specific exceptions to disclosure under the Texas Public Information Act (the "Public Information Statutes").

Subject to the Public Information Statute or a court or Texas administrative order, rule, or regulation requiring disclosure, the City and Contractor shall not disclose Contractor's Proprietary Information to a third party (other than the City's officers and employees or City Council members who have agreed to keep the Proprietary Information confidential).

Each party shall promptly notify the other party of any request for disclosure of Company's Proprietary Information. If the City receives a request for disclosure of the Proprietary Information, the City shall provide notice to Company and submit a request to the Texas Attorney General's Office for a ruling on the disclosure of Proprietary Information. Provided, however, the City is not required to bring a legal challenge in any court to seek to overturn a ruling by the Texas Attorney General's Office requiring disclosure of all or any portion of the Proprietary Information.

The Contractor may submit additional information or a legal briefing to the Attorney General or court for its ruling on the disclosure of the Proprietary Information.

The City is not obligated to keep Proprietary Information confidential if (i) Contractor has waived (in writing) confidentiality under the provisions of this Agreement, (ii) the Proprietary Information becomes generally available to the public other than as a result of a disclosure by the City in violation of this Agreement, (iii) the Proprietary Information was within the City's possession prior to it being furnished by the Contractor, or (iv) the Proprietary information becomes available to the City on a non-confidential basis from a source other than the Contractor.

#### **IV. TERM AND TERMINATION**

##### **A. Contract Term**

Contractor shall provide the services set forth in this Agreement for a period of three years starting on the Countersignature Date, unless sooner terminated under this Agreement.

##### **B. Renewals**

If the Director, at his or her sole discretion, makes a written request for renewal to Contractor at least 30 days before expiration of the then-current term and if sufficient funds are allocated, then, upon expiration of such term, this Agreement is renewed for a one-year extension term. Provided, however, only two one-year extensions shall be allowed.

##### **C. Termination for Convenience by City**

The Director may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice,

Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.

TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

D. Termination for Cause

Either party may terminate its performance under this Agreement if the other party defaults and fails to cure the default after receiving notice of it. Default occurs if a party fails to perform one or more of its material duties under this Agreement. If a default occurs, the injured party shall deliver a written notice to the defaulting party describing the default and the proposed termination date. The date must be at least 30 days after Contractor's receipt of the notice. The injured party, at its sole option, may extend the proposed termination date to a later date. If the defaulting party cures the default before the proposed termination date, the proposed termination is ineffective. If the defaulting party does not cure the default before the proposed termination date, the injured party may terminate its performance under this Agreement on the termination date. The Director shall act on behalf of the City to notify Contractor of a default and to effect termination.

## V. MISCELLANEOUS

### A. Independent Contractor

Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

### B. Force Majeure

1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, and other acts of God, explosions, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.
2. This relief is not applicable unless the affected party does the following:
  - (a) uses due diligence to remove the effects of the Force Majeure as quickly as possible; and
  - (b) provides the other party with prompt written notice of the cause and its anticipated effect.
3. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.
4. If the Force Majeure continues for more than 10 days from the date performance is affected, the Director may terminate this Agreement by giving 7 days' written notice to Contractor. This termination is not a default or breach of this Agreement. **CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT**

## **AT THE TIME OF THE TERMINATION.**

5. Contractor is not relieved from performing its obligations under this Agreement due to a strike or work slowdown of its employees. Contractor shall employ only fully trained and qualified personnel during a strike.

### **C. Severability**

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

### **D. Entire Agreement**

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind, exist between the Parties regarding this Agreement.

### **E. Written Amendment**

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

### **F. Applicable Laws**

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Agreement is Harris County, Texas.

G. Notices

All notices to either party to the Agreement must be in writing and must be delivered by hand, facsimile, United States registered or certified mail, return receipt requested, United States Express Mail, Federal Express, Airborne Express, UPS or any other national overnight express delivery service. The notice must be addressed to the party to whom the notice is given at its address set out in Section I of this Agreement or other address the receiving party has designated previously by proper notice to the sending party. Postage or delivery charges must be paid by the party giving the notice.

H. Captions

Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

I. Non-Waiver

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

J. Inspections and Audits

City representatives may perform, or have performed, (a) audits of Contractor's books and

records, and (b) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

K. Enforcement

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

L. Ambiguities

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

M. Survival

Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

N. Publicity

Contractor shall make no announcement or release of information concerning this Agreement unless the release has been submitted to and approved, in writing, by the Director.

O. Risk of Loss

Unless otherwise specified elsewhere in this Agreement, risk of loss or damage for each Product passes from Contractor to the City upon acceptance by the City.

P. Parties In Interest

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

Q. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

R. Business Structure and Assignments

Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the Director=s prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under '9.318(c) of the Texas Business & Commerce Code. In the case of such an assignment, under Section 9.102 of the Code, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

Contractor shall not delegate any portion of its performance under this Agreement without the Director=s prior written consent.

S. Remedies Cumulative

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

T. Contractor's Debt

IF CONTRACTOR, AT ANY TIME DURING THE TERM OF THIS AGREEMENT, INCURS A DEBT, AS THE WORD IS DEFINED IN SECTION 15-122 OF THE HOUSTON CITY CODE OF ORDINANCES, IT SHALL IMMEDIATELY NOTIFY THE CITY CONTROLLER IN WRITING. IF THE CITY CONTROLLER BECOMES AWARE THAT CONTRACTOR HAS INCURRED A DEBT, SHE SHALL IMMEDIATELY NOTIFY CONTRACTOR IN WRITING. IF CONTRACTOR DOES NOT PAY THE DEBT WITHIN 30 DAYS OF EITHER SUCH NOTIFICATION, THE CITY CONTROLLER MAY DEDUCT FUNDS IN AN AMOUNT EQUAL TO THE DEBT FROM ANY PAYMENTS OWED TO CONTRACTOR UNDER THIS AGREEMENT, AND CONTRACTOR WAIVES ANY RECOURSE THEREFOR. CONTRACTOR SHALL FILE A NEW AFFIDAVIT OF OWNERSHIP, USING THE FORM DESIGNATED BY CITY, BETWEEN FEBRUARY 1 AND MARCH 1 OF EVERY YEAR DURING THE TERM OF THIS AGREEMENT.

**EXHIBIT "A"**  
**SCOPE OF WORK**

**SECTION THREE**

**3.0 Anacomp Technical Plan in Response to The City of Houston's General Information Mandatory Technical Requirements. (RFP PAGE 12)**

3.1 Explain how quickly an organization like the City of Houston can realize its return on investment based on your proposed solution. RFP PAGE 12

The return on our WEB services will be immediate. With Anacomp's installed docHarbor Web Presentment Services, the City of Houston is not required to make any capital investments to support their web archive and retrieval system. Because Anacomp is the incumbent WEB service provider to the City of Houston, the services solution as noted above is already installed and running. With Anacomp's proposed WEB solution, as provided in this proposal, the City of Houston could ingest three times the current volume into docHarbor without any additional costs. Every Page of paper that is eliminated and the associated problems and costs with hard copy documents, continue to add to the cost savings and to the bottom line every 7/24/365 today and into the future.

- 3.2 Provide your product roadmap over the next five years. COH RFP PAGE 12 (Section 3.2 TRADE SECRET), Anacomp Technical Proposal Response Page 7 is classified as a Trade Secret.

3.3 Explain how your solution adheres to IT Industry standards. RFP PAGE 12

The docHarbor repository uses standard industry browsers with no proprietary plug-ins required on the end user desktop. For security of documents to the end user desktop, SSL (Secure Socket Layer) protocol is used. In addition our API technology requires no Anacomp software at the customer site, and can be

accessed through any technology or language. It also has an optional web services interface. XML is used as part of Anacomp's web API interface.

As an alternative to the standard user interface, as flexible as it is, you can create your own interface by using Anacomp's HTTP-based APIs. The API library allows communication to a proxy server at Anacomp, which communicates using HTTP with SSL (Secure Socket Layer) encryption.

- *Login API* allows customer to bypass login screen and have user go directly to query screen
- *Web API* provides query and retrieval capability (without user interface) through XML-based request/response communication between customer and Anacomp web servers
- *DirectHit API* allows customer to directly display hitlist to user, and allows user to retrieve documents, through secure communication between Anacomp and user

The API is typically used to integrate with customer service applications, customer websites, and to utilize the customer's in-house security access control processes. The end users log into the customer's website for authentication and custom-based screens.

Anacomp recommends scanning images in PDF format. The PDF standard has been adopted by governments and enterprises worldwide, Adobe PDF is a reliable format for electronic document exchange that preserves document integrity so files can be viewed and printed on a variety of platforms.

We recommend using Adobe's free Reader software, which can be installed as a browser plug in or can be configured by the end user to be launched in a separate window from within a browser application. Our system can convert standard images formats including tiff and jpeg to PDF if needed. The other option is to store tiff or jpeg in their native format and have the end users download one of the many free viewers available to render these images in native format.

1. 3.4 Provide Maintenance and Disaster Recovery Plan. COH RFP PAGE 12. Anacomp Technical Proposal Response Page 8 is classified as confidential.

3.5 Provide a time line from contract signing to system acceptance including data conversion. RFP PAGE 12

As the current vendor for the City of Houston's Web Report Archive and Retrieval System, the potentially time consuming and costly effort to convert the current web reports are avoided. The City of Houston and Anacomp implementation teams had already completed the web report archive during the initial project start.

3.6 A detailed itemized price quote identifying all deliverables and on-going costs must be provided using Exhibit "A" (Page 26) and "B" (Page 30). RFP PAGE 13

Please refer to attached Exhibits.

3.7 Proposers must retrieve sample data files from: RFP PAGE 13

<http://www.houstonwaterbills.org/T21084-Additional-Specs/index.html>.

Anacomp has complied with this requirement.

3.8 Proposers may be required to provide an FTP site and perform data conversion, indexing and present on a Web Presentment demo and PDFCD using two of the City's report files, one large and one small file. RFP PAGE 13

This is a standard process for Anacomp and we have demonstrated our ability in this area to the city of Houston with such success that they are currently using this Anacomp process as an accepted practice. Therefore, Anacomp is already in full compliance with this "potential" RFP stated requirement.

3.9 Proposers must include in their proposal a System Architecture specification. COH RFP PAGE 13. Anacomp Technical Proposal Response Page 9 is classified as confidential

3.10 Proposers must include a cost for converting and returning all data back to the COH with a readable viewer (software program to view and read data) for server base viewing installation by the City, upon termination of the contract. RFP PAGE 13

Anacomp agrees to comply with this requirement. Pricing is subject to the volume of data stored by Anacomp upon termination of the contract.

3.11 Contractor shall be required to work with current and future City vendors on data conversion during and upon termination of the contract. Contractor shall be responsible for all costs associated with such conversion. RFP PAGE 13

Anacomp looks forward to proactively work with current and future City vendors on data conversion during and upon termination of the contract as may be required.

3.12 Data Transfer – The proposed solution must provide the ability to receive data directly from the City of Houston using secure FTP transmissions over the Internet. The contractor is encouraged to specify other alternative methods of data transmission that the proposed solution supports. RFP PAGE 13

Anacomp's docHarbor Web Presentment Service complies with this requirement and also supports the following alternative data transmission method: For larger applications, documents generated on the customer's mainframe or other host facilities are transferred to the Anacomp Data Transmission Service (DTS) Server, placed within the customer's facility. The full DTS facility consists of the DTS Server, a firewall, a router, a circuit, and the Transit Manager.

#### **The DTS Server**

The DTS Server connects to the customer's data production host, collects the data, compresses it, and

notifies the Anacomp Transit Manager of the data's availability. If the customer has the "hot site" service option, the DTS Server also sends the data to the backup site.

There are four connectivity options from the customer host to the DTS Server: (1) Tape Emulation, (2) Print Spool Emulation, (3) File Transfer Protocol (FTP), and (4) Network Data Mover (NDM) / Connect Direct (available from Computer Associates).

The DTS Server is an IBM Netfinity server running Windows operating system. The DTS Server has a modem for access by Anacomp; a temporary dial-up connection must be made available to Anacomp when needed. The DTS Server uses RAID storage, sized to meet operational requirements (up to 360 GB per rack).

The DTS Server can be placed inside the customer's firewall when connected as tape or print spool emulation; there is no way for these connections to transfer data back to the customer's mainframe, nor to access any other customer data from their network.

For the network-connected case, it is recommended that the DTS Server be placed outside the customer's firewall, in a Demilitarized Zone (DMZ).

### **The Transit Manager and Decompression Server**

The Transit Manager is the initial data destination at the data center. The Transit Manager receives notification of new files from the DTS Server, pulls files from the DTS Server using FTP, and verifies successful transfer. It then sends an acknowledgement to the DTS Server, and enters an audit trail record.

The Transit Manager then sends files to the decompression process (which may be on a separate server), which forwards it to the Anacomp data server for final ingestion.

Anacomp uses Wide Area Networking (WAN) via AT&T Frame Relay or Asynchronous Transfer Mode

(ATM). The service level with AT&T is determined by Anacomp, and can range from 56 kbs to T-1, to multiple T-1, to T-3, to multiple T-3, to OC-x levels, depending on data volume, compression, and turn time requirements. The circuit is sized for the peak volume day (typically at month end) and takes into consideration sufficient retransmission time.

When the DTS sends data to the Transit Manager, the data first goes through a Cisco firewall where Triple DES (168-bit encryption) is applied. At the Anacomp end of the circuit, the data passes through a Cisco router/firewall on its way to the Transit Manager.

3.13 Proposers must provide the cost for Data Transmission Services (DTS) Server for the transfer of 1 to 2 Gigs of data from the City to the contractor's site, per day. DTS must be provided as part of the Web Presentment Services to accommodate the transmission of data. RFP PAGE 13

Please refer to the attached exhibits for cost associated with Data Transmission Services.

3.14 Contractor must provide services for scanning, indexing and ingestion of paper documents into the ASP Solution for WEB Presentments. RFP PAGE 13

Anacomp will provide services for scanning, indexing and ingestion of the City's paper documents into the docHarbor solution as part of the contract.

3.15 Scanning of paper documents and other media required for conversion and ingestion into the contractor's ASP Solution for WEB Presentment will be performed at the contractor's site at the contractor's expense. RFP PAGE 13

Anacomp will provide scanning of paper documents and other media required for conversion and ingestion to docHarbor at its expense and at its facility or sub-contractor's facility.

3.16 Contractor shall be responsible for the conversion of Image Tiff from CD files. The contractor will convert and index Image TIFF, JPEG, PDF-CD by a unique index identifier. There are multiple Image TIFF files on each CD and on the server. Image TIFF files are indexed by the first and last account on CD of the server file. Contractor will index Image TIFF file by each account number. Image TIFF files stored on the COH server will be transferred, using secure FTP transmissions over the Internet, to the contractor's ASP site for processing, conversion, indexing and posting on the ASP Solution's WEB site. RFP PAGE 13

Anacomp will provide conversion services for Image TIFF files stored on the City's server and on CD's. Anacomp will receive the server Image TIFF's from the City using a secure FTP transmission over the Internet or other file transfer method such as DTS. Anacomp will convert the Image TIFF files, index them by account number, and ingest them to docHarbor for retrieval and viewing by the City.

3.17 Indexing – Contractor shall provide a minimum of 100 characters per Page as part of their base system cost. Contractor must provide the additional cost per character for indexing above 100 characters and explain the method used to compute the indexing cost. RFP PAGE 14

Anacomp will provide a minimum of 100 characters per Page as part of the base fee. Additional indexing requirements (above 100 characters per Page) will be charged \$0.0003 per 50 characters. The example, if a Page contains from 1 to 100 index characters, then no additional charges apply. If a Page contains between 101 to 150 characters, then the charge would be \$0.0003 in addition to the base fee. If a Page contains between 151 to 200 index characters, then the charge would be \$0.0006 in addition to the base fee and so forth.

3.18 Proposers shall provide cost for indexing by:

Description (Bytes)

Account Number (9),

Customer Name (24),

Service Address (35),

Customer Type

Current Customer (16),

Current No Customer (18),

Final No Customer (17),

Final Customer (14),

Type User (2),

Customer Status (1),

Meter Make (2),

Meter Size (2),

Meter Number (8),

ERT ID (10),

Report Name (50),

Document Type (20),

Document/Report Date (10),

Contract Number (6),

Contract Name (35)

The numbers in parenthesis represent the number of characters required for each field. RFP PAGE 14

Data Storage – Indexing Cost

Indexing charges for database storage are described above in point 3.17. Indexing for up to 100 index characters per Page is included in the base fee. Additional indexing (above 100 characters per Page) is charged at \$0.0003 per 50 characters. This applies to all content stored on docHarbor including electronic reports (3211), scanned documents, TIFF Image files, etc.

Manual Index Capture – Keystroke Cost - EXAMPLE

In addition, for scanned documents, TIFF Image files or other content that requires manual indexing, Anacomp will charge \$0.0093 per keystroke. NOTE: keystroke index cost is not applicable to electronic report data (3211) because indexing is automatically captured during the ingestion process to docHarbor.

The following table illustrates the cost per field for manual keystroke index capture where applicable:

Field Description	Characters	Keystroke Unit Cost	Extended Cost for manually keyed index field
Account Number	9	\$0.0093	\$0.08370
Customer Name	24	\$0.0093	\$0.22320
Service Address	35	\$0.0093	\$0.32550
Customer Type			
Current Customer	16	\$0.0093	\$0.14880
Current No Customer	18	\$0.0093	\$0.16740
Final No Customer	17	\$0.0093	\$0.15810
Final Customer	14	\$0.0093	\$0.13020

Type User	2	\$0.0093	\$0.01860
Customer Status	1	\$0.0093	\$0.00930
Meter Make	2	\$0.0093	\$0.01860
Meter Size	2	\$0.0093	\$0.01860
Meter Number	8	\$0.0093	\$0.07440
ERT ID	10	\$0.0093	\$0.09300
Report Name	50	\$0.0093	\$0.46500
Document Type	20	\$0.0093	\$0.18600
Document/Report Date	10	\$0.0093	\$0.09300
Contract Number	6	\$0.0093	\$0.05580
Contract Name	35	\$0.0093	\$0.32550

Anacomp will work with the City to determine the best practical way to index documents, TIFF Image Files, and/or other media to minimize cost and maximize search/retrieval of images stored on docHarbor.

3.19 Contractor must pick up from and deliver paper documents and other media to Utility Customer Service, located at 4200 Leeland Houston, Texas 77023, once a month, for conversion and ingestion into the contractor's ASP Solution for WEB presentment. Contractor will start pickup and delivery 30 days from the Notice to Proceed. RFP PAGE 14

The Anacomp Team Member, Sugar Land Courier Services will pickup and deliver all paper documents

and other media for Anacomp with the City of Houston, Utility Customer Service location at 4200 Leeland, Houston, Texas 77023 as frequent as required, to perform the services described herein, as part of the awarded contract for document processing and web presentment solution.

3.20 The Utility Customer Service will pack the 8.5" X 11", 20 lb, paper documents into boxes (1' wide X 1' 6 1/2" long X 9 1/2" deep) for transport to the Contractor. The Contractor will determine the box quantity and estimate the total pounds for pick up and delivery cost using these measurements.

RFP PAGE 14

Anacomp will comply with this requirement.

3.21 Contractor must perform Data Conversion, Ingestion and Web Presentment within 48 hours of pick up. After conversion and ingestion of documents and/or media, the Contractor will deliver the items back to Utility Customer Service, 4200 Leeland Houston, Texas, 77023, unless otherwise instructed and authorized by the COH to legally and securely destroy material by shredding. RFP

PAGE 14

Anacomp will perform data conversion, ingestion and web presentment within 48 hours of pickup.

Anacomp will return the paper documents and/or media to the City of Houston or securely dispose as authorized and instructed by the City.

3.22 Upon request from the City, the Contractor in a secure environment shall shred and dispose of documents and media. Contractor will forward a document to the City, listing the document name, number, date and time that such material was shredded and destroyed and the method used for disposal. RFP PAGE 14

Anacomp will perform secure destruction and provide the City of Houston with a certificate of

destruction; the certificate will be attached to a document that provides the evidentiary documentation as required by the RFP.

3.23 Proposers must provide a price for shredding and disposing of documents based on quantities listed on Exhibit "A". RFP PAGE 15

Please refer to attached Exhibits.

3.24 Proposers must provide a solution that will integrate the following: into the Web Presentment Solution and provide backup PDF-CD upon request by the City of Houston, within 48 hours.

RFP PAGE 15

- o all paper documents scanned by the contractor,
- o electronic report files,
- o PDF-CD,
- o Image TIFF files,
- o JPEG files

Anacomp will provide a solution to scan the City's paper documents, convert electronic report files, and integrate the City's various image files into the docHarbor Web Presentment solution. docHarbor supports ad hoc CD creation and is offered as an optional service.

3.25 The contractor will be responsible for contacting Anacomp to obtain data, file conversion, formatting and ingestion of data into the Contractor's ASP Solution for the Web Presentment. The contractor shall include in their proposal's price, the cost to obtain, convert and format all data from Anacomp Inc. The City of Houston has approximately 6 million Pages on Anacomp's Inc. website.

RFP PAGE 15

As the current vendor for the City of Houston's Web Report Archive and Retrieval System, the City will incur no additional costs for data conversion.

1.26 Anacomp Inc. contact information: RFP PAGE 15

Gary Richard, Vice President of Operations

Phone: 703.251.8820

Email: [grichard@anacomp.com](mailto:grichard@anacomp.com)

At the time of our proposal response, contained herein, only one outside contractor has made contact with Mr. Richard.

3.27 The City shall provide Contractor with data produced by the City that is not on Anacomp Inc. web site and Contractor shall: RFP PAGE 15

3.27.1 Convert such data: Paper documents to be scanned by Contractor, along with electronic reports, PDFCD, Image TIFF, JPEG, MS-Word and Excel files. (Exhibit "A") RFP PAGE 15

Anacomp will convert such data, not already ingested on docHarbor, per the fees outlined in Exhibit "B".

3.27.2 Contractor shall be responsible for all costs that relate to obtain all City data from Anacomp and convert such data. (Exhibit "A"). RFP PAGE 15

As the current vendor, the City will incur no additional costs to convert data already hosted on Anacomp's docHarbor Web Presentment Service.

3.28 The Contractor shall include conversion for twenty (20) report programming setups in their Base Service Fee and detail pricing. Contractor shall provide a unit cost for report programming and setup fees for each additional report requested after the initial 20 reports, based on the industry's

average report size and index. RFP PAGE 15

Anacomp shall include conversion for twenty (20) report programs in our base service fee.

3.29 The Contractor shall provide an 8-hour turn around for conversion and presentment after the Go-Live date for electronic reports and/or documents scanned by the City to ASP Solution FTP Site.

RFP PAGE 15

Reports that have been setup, tested, accepted by the City, and implemented into production will be made available on Anacomp's docHarbor Web Presentment Service within an 8-hour period from the time Anacomp receives the production report data from the City.

3.30 The Contractor shall assign a Project Manager to provide overall project management for implementation of the Web Presentment Services project. RFP PAGE 15

Anacomp has assigned a dedicated and experienced project manager to the City of Houston and typically assigns project teams to support customers for the duration of the service agreement. This helps Anacomp to provide project stability and continuity over the long term.

3.31 The contractor shall provide a Development/Quality-Assurance Web-Site (at no additional cost to the City) to be used by the City of Houston in order to review and approve report and document setups prior to their moving them to the production platform. RFP PAGE 16

Anacomp will provide the City with a Development/Quality-Assurance Web-Site (at no additional cost to the City) for the purpose of reviewing and approving applications prior to implementing them into production.

3.32 The Contractor shall provide interactive user and administrator training tools to be used for training City of Houston administrator(s) and users. Contractor will also demonstrate how to effectively use the web services, how to perform queries retrieval of documents and how to

remotely administer user names, permissions and passwords. The Contractor shall provide training documentation and follow-up assistance as requested until the expiration of the contract with the City. RFP PAGE 16

Anacomp will provide interactive, train-the-training style training via web conference to show how to effectively use the web service, how to perform queries and retrieve documents, and how to remotely administer usernames and passwords. Anacomp will also provide documentation and follow-up assistance as requested.

3.33 The Contractor shall provide software tools for importing and exporting data, file conversion, indexing and ingestion from MS Excel and Word into contractor's ASP Solution for WEB Presentment. RFP PAGE 16

Anacomp's docHarbor solution meets this requirement.

3.34 The Contractor must provide Helpdesk contact information (Toll free Number) to the City of Houston authorized personnel to be available for usage once the applications are in production. The Helpdesk shall be available to the City of Houston twenty-four (24) hours per day, 365 days per year. RFP PAGE 16

Anacomp operates such a Helpdesk as described in the RFP requirement. In addition, Anacomp has an operational back-up Helpdesk that will immediately assume helpdesk functions in the event of a failure to the on-line operational Helpdesk.

3.35 Web-Based Access – The proposed solution must provide secure web-based access to City of Houston end users over the Internet using Secure Socket Layer (SSL) with 128-bit encryption. The solution must be able to support Microsoft Internet Explorer 5.0 or higher. RFP PAGE 16

Anacomp will provide web-based access as required by the solicitation and as stated throughout this proposal.

3.35.1 Provide a response time between 3 - 5 second regardless of the size of the report data or time of day. RFP PAGE 16

Anacomp's docHarbor service provides the capability to periodically present pre-established queries and document view requests to a customer's docHarbor web servers for the purpose of measuring and recording the response times resulting from those requests. Note that these response times are measured from the time of receipt of these requests by a docHarbor web server until the fully formed response is resident on the docHarbor web server and is ready for transmission to the requesting server.

Hit list query requests will be measured from the time docHarbor's web server receives the request until our server has a fully formed result ready to send back. A document request will be measured from the time docHarbor's web server receives the request until a file has been written to the web server

It is important to note that these response times do not include Wide Area Network transmission times, customer server processing times, user equipment delays, or any other events occurring inbound or outbound of the docHarbor web servers. The only exception to this clause is when an external customer site is used for authentication or security validation. The current tracking process includes these times.

The resulting measurements are recorded and averages are automatically reported on a monthly basis.

These queries and document view requests are normally made every 5 to 10 minutes around the clock excepting periods when the docHarbor systems are undergoing maintenance. Query and document response times will be mutually agreed upon after the application has been promoted to the production environment and a period of 30 days with user retrieval activity has elapsed.

1. Anacomp and Customer will agree on a fully formed and properly indexed query that returns a single document response and that points to a document of a pre-agreed size (nominally not exceeding 5 Pages and 50KB uncompressed).
2. Anacomp will instrument this mutually agreed query and a corresponding document view request for the pre-agreed document. Starting within 30 days of moving into production, or within 30 days of agreeing on the desired queries (whichever occurs later), these queries will be executed every n minutes (n = 5 or 10; excluding maintenance periods) and the resulting response times (as described above) stored for periodic reporting.
3. One query document will be defined for each servlet (e.g. dataview, directHit). The query will contain a single document type.
4. Anacomp will report the average response times for each calendar month separately for the agreed query and agreed document view requests as defined above.

3.35.2 Allow multiple windows to be open at once with out the need to open another application. RFP

PAGE 16

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.35.3 Auto-Scale report Pages printed to fit standard letter-size paper. RFP PAGE 16

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.35.4 Provide the City of Houston with a URL for document archive and retrievals access that will incorporate 128-bit Secure Socket Layer (SSL). RFP PAGE 16

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.35.5 Provide a Web Presentment Page that displays the City of Houston's logo and colors in order to

provide a consistent web look and feel. RFP PAGE 16

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.36 Supported Data Formats – The proposed solution must have the ability to natively process the following data types: ASCII, IBM line data, MS Excel, Word, Image TIFF, JPEG and Advanced Function Print, Xerox Metacode and Line Conditioned Data Streams, text-searchable Adobe PDF, and Internet formatted E-Mail. The ability to natively process data means that the system can automatically extract the retrieval index values from the data stream. The proposed solution must also have the ability to support Microsoft Office documents, scanned images, or any other file that may be digitally produced. RFP PAGE 16

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.37 The contractor shall work with the City of Houston to verify index requirements for those reports and documents where name and data will not provide sufficient filtering capabilities, factoring in how the end-user needs to search for documents. RFP PAGE 17

Anacomp's docHarbor implementation process complies with this requirement.

3.38 Emergency Document Processing – Contractor shall provide a high-speed, high capacity scanner and automated software. The City will only scan emergency non-electronic documents that require immediate conversion, indexing and presentment processing by the Contractor. The scanner will be located at the City facility 4200 Leeland for processing. The Contractor will process, index and present the document(s) on the Contractor's ASP Solution web-site within 8 hours for Web Presentment and/or PDF-CD creations. RFP PAGE 17

Anacomp recommends the use of a Fujitsu fi-5750C 57ppm Color Duplex scanner with ADF/flatbed and

VRS with Kofax Ascent Capture 7.0 software. Our proposed configuration will provide a hardware scan duty cycle of up to 8,000 Pages per day. The software capacity for the proposed configuration is 75,000 images per month and may be increased at an additional cost if required by the City. Personal computers (PCs) or image storage are not included and must be provided by the City of Houston.

Anacomp has built and certified a custom release module for Kofax Ascent Capture, which will automatically convert a batch of scanned images to PDF, and produce a single output file, which can be transmitted directly to the docHarbor Data Center without any further modification. This script takes index values and corresponding image PDF files and concatenates them together into one file in a format the docHarbor service can ingest directly. The Kofax integration module is called Ascent to docHarbor and is available as a release script for integration into Ascent V7.

In addition, Anacomp will provide an additional automation application to ZIP and FTP documents that have been scanned and are ready for transmission to the docHarbor Web Presentment archive.

3.39 As other departments begin to migrate to Web Presentment Services, a second FTP account may be established. RFP PAGE 17

Anacomp will provide additional FTP accounts as necessary.

3.40 The City may install the Contractor's mainframe batch program software at no cost to the City in order to bundle the reports being passed through the distribution software to Contractor's Data Transmission Services (DTS) for sending reports and documents data to Contractor. RFP PAGE 17

The proposed Anacomp service does not require this installation.

3.41 The Contractor shall work with the City to configure and install Contractor's Data Transmission Services (DTS), to facilitate the transmission of production data to Contractor's Web Presentment

Service Center. Contractor's DTS will be required when volume of data exceeds 1-2 Gig per day.

RFP PAGE 17

Anacomp will work with the City to configure and install a DTS server when the City's data transmission volume exceeds 1 GB of data per day.

3.42 The Contractor shall provide the City an FTP address with user name and password for test and production data transmission to the Contractor. RFP PAGE 17

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.43 The Contractor shall provide to the City the file naming convention that must be used for files transmission and ingestion. RFP PAGE 17

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.43.1 Optical Storage – The proposed solution must have the ability to archive data on optical storage to meet compliance regulations. RFP PAGE 17

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.43.2 Data Back-up – The proposed solution must have the ability to back-up all data transmitted by the City in its original format. Digital media including DLT, 4mm DAT, or CD-R, containing the backed-up data must be provided to the City at the end of the contract term, or, at the request by the City of Houston. RFP PAGE 17

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.43.3 Open Viewer Format – The proposed solution must provide end-user access, using an open viewer format and cannot utilize any of the Contractor's proprietary software. In addition, the City of

Houston will not accept fees relating to end-user licenses for standard viewing, or, support.

RFP PAGE 17

Anacomp leads the industry in format conversions to feed a unified document view using standard web browsers. All document types can be viewed from a single user interface without any Anacomp proprietary viewing software or end-user licensing fees for standard viewing.

3.43.4 Back-File Conversion – The awarded Contractor must work directly with the incumbent service provider to obtain all back-file data for ingestion into the proposed report archive solution. The awarded Contractor’s pricing proposal must include any associated costs in working with the incumbent Contractor. RFP PAGE 17

Anacomp is the current vendor (incumbent) for the City of Houston’s Web Report Archive and Retrieval System. As such, the City will incur no additional costs to convert their existing web report data.

3.44 Enhance Service and Features Requirements RFP PAGE 18

3.44.1 Application Program Interface – The proposed solution must support the use of non-proprietary Application Program Interfaces (APIs) that allows the City of Houston to integrate the report archive into its own web-based applications. RFP PAGE 18

docHarbor supports the integration of document retrieval capabilities with the customer’s existing web-based applications or other in-house customer service functionality, including use of in-house security access control processes.

3.44.2 Full-Text Search – The proposed solutions must provide an HTML-based viewer for large line data reports that allows for navigation, full-text search across an entire report and exporting of specific Pages to an ASCII file, or, PDF file for printing. RFP PAGE 18

The docHarbor solution provides an option of a HTML-based viewer (not a PDF display) for large line data reports. This option allows a large document to be broken into chunks during ingestion and then rendered efficiently to the end user. The end user is not aware of the chunking.

- The HTML displays a Page at a time, with the ability to move backwards and forwards within the document, go to a specific Page, or do a text search.
- Includes the ability to download in PDF format or ASCII text format a given range of Pages within the document.
- Supports pre-printed form overlays and supports zooming.
- For a detail/line item indexed document, if the user queries on a detail item index value, the viewer will bring the user to the specific Page of the first occurrence of the index value.
- The decision to use this viewer (vs. Adobe) is made prior to ingestion.

3.44.3 Notification – The proposed solution must provide a feature to send an e-mail alert to users when a particular report has been processed and is available for viewing. RFP PAGE 18

The docHarbor Web Presentment solution notification option enables end users to receive e-mail advisories or “alerts” when a given document is ready to be viewed. This service is useful in allowing end users to get timely notice of document availability and can also save significant costs for printing and mailing of these documents.

#### System Components

1. An enrollment up loader capability designed to bulk upload enrollment information (i.e. username, account number(s), e-mail address(es), document type(s) to be notified for, etc.) into the

docHarbor database tables. Typically the customer will host their own enrollment application or Anacomp can provide a custom enrollment application specific to the customer's needs.

2. A notifier process to kick off e-mail alerts after documents are processed, or at a fixed day and time, by matching enrollment information to document index information.
3. A mail resend process designed for bounced e-mail returns.
4. A summary and error reporting process for sending relevant information to the customer's administrator and customer service personnel.
5. A remote administrator web-based application is also available for customers to view and update user information.

3.44.4 Report Mining – The proposed solution must offer a feature that allows an end-user to export one, or, more hits from a line data report into a thin-client, web-based report mining application with predefined models and templates for viewing in a table, summary, or graphical format. This feature must also allow the data to be extracted into applications such as Microsoft Excel and Word. RFP PAGE 18

Report mining against the docHarbor repository provides the ability to take structured text data within reports—commonly referred to in the industry as green bar or line data reports—and apply a template or model against them to turn the information into a live database that users can access, sort, filter, summarize, and graph. By modeling a particular report type, the data in the columns and header can then be analyzed with functionality similar to a spreadsheet, where rows represent individual detailed transactions. The detail data can then be analyzed in various ways including:

#### Key Functions

- Sorting, filtering and totaling data
  - Adding new calculated fields of data, using formulas and functions
  - Producing summaries of data, with subtotals, grand totals, and automatic graphs
  - Opening multiple copies of the same report in one report mining session for trending and other analysis (such as analyzing three monthly reports at the same time to perform a quarterly analysis)
- Exporting desired data to MS Excel, Access, and other applications
- Search across multiple reports for specific information on the same or different host computers
- Create a statistical report and/or consolidated view of the data

3.44.5 CD Archiving – The proposed solution must provide a feature that allows privileged end-users to select one, or, more documents from the report archive, mark them for extraction to PDF and then produce a self-contained CD (with viewer, data, and indexing information) for offline storage and retrieval. RFP PAGE 18

The docHarbor Ad Hoc CD Creation optional service allows end users to select a limited set of documents from the archive and have a CD created with those documents and mailed to them. This supports only documents, which can be extracted in PDF format. A privileged end user can either issue a one-time request for CD creation (i.e. choose all or some items from a given hit list) or they can choose to set up a scheduled request against a given index query. Scheduled requests can be set up for recurring requests such as a given set of documents that will be extracted on a given day of the month, or a given day of the week, every week, This is not intended for extracting large number of documents or to be used as an exit strategy.

The customer (not the end user) will be billed for the CD creation and mailing. This process currently uses our pdfCD output format. The work will be tracked and audited throughout the creation process. There is an optional mode for extraction to have the documents and control file with index information output into zip format and then potentially ftp'd directly to the customer by a mutually agreed upon mechanism.

- Privileged end users for CD creation either on a recurring basis (i.e. a certain day of the month) or as a one-time event specifying a particular set of documents (i.e. hit list).
- An extraction process is run in batch mode to extract the requested set of documents.
- This is only supported for PDF rendered documents and will produce a CD in pdfCD format (e-mails and binary objects are not supported).

3.44.6 E-mail Archiving – The proposed solution must have the ability to archive e-mails including attachments generated, or, received by the City of Houston employees. The proposed solutions must also provide access to privileged end-users using a standard web-based viewer. RFP PAGE

18

The secure e-mail archive solution is part of the docHarbor suite of services. Your e-mail communications and associated documents are saved unaltered in a secure, constantly updated facility with redundant backup and “hot site” disaster recovery options.

Using your existing level of automation together with Internet or Intranet retrieval, the docHarbor service:

- Captures and securely archives all your e-mail activity
- Makes them available instantly via standard web browsers to personnel you authorize
- Sorts and organizes e-mails for retrieval according to your index specifications (i.e. ‘header’ information including name, subject, date, and to/from address)

3.44.7 Proposers must include in their solution User and Administrative tools that will allow users and administrators to determine parameters for e-mail archiving based on User ID, E-mail Address, Subject matter, or, a combination of these parameters. The City is using Microsoft exchange for email services. RFP PAGE 18

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.45 Required User Functionality RFP PAGE 18

3.45.1 Browser Access – Must support standard Internet Explorer and Netscape web browsers without the use of proprietary Contractor software, or, ActiveX controls. RFP PAGE 18

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.45.2 User Interface Customization – The web interface must be customizable to incorporate City of Houston logos, color-schemes, fonts, and HTML-banners. RFP PAGE 18

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.45.3 Search Operators – Must support the following search operators when performing a search on an indexed field: equals, not equals, greater than, less than, greater or equal, less or equal, empty, not empty, between, not between, starts with, ends with, contains, does not contain, and within. RFP PAGE 18

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.45.4 Multiple Searches – Must be able to perform a single search for multiple values for a given index field. For example, the system shall allow a user to search for 7 unique Account Numbers by executing a single query. RFP PAGE 19

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.45.5 Forms Support – Must have the ability to merge a digital form and a report Page and present the combined image in a standard web browser. RFP PAGE 19

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.45.6 Forms Version Control – Must be able to maintain version control for digital forms so that report Pages, or, documents are always assembled with the form version used when the document was originally printed. RFP PAGE 19

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.45.7 Viewing Format Options – Must allow end-users the option to view their line data reports in either text format, or, Adobe PDF. RFP PAGE 19

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.45.8 Bookmarks and Navigation Aids – When viewing report data such as Adobe PDF, the proposed system must be able to provide PDF bookmarks to identify Pages, specific points in a Page, or specific views of a given Page. RFP PAGE 19

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.45.9 Document Notes – Must allow privileged end users the ability to create, modify, or delete metadata, or document notes, associated with a specific report Page, or, document. RFP PAGE

19

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.45.10 Exporting Data – Must allow end users the ability to select data by row or column and copy it onto the clipboard for pasting into other Windows applications including Microsoft Word, or, Excel. RFP PAGE 19

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.45.11 Hit List Export – Must allow end users the ability to export the contents of a hit list into a comma-delimited file. RFP PAGE 19

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.45.12 Hit List Sort – Must allow the end users the ability to resort the contents of a hit list in ascending or descending order for a particular index field. RFP PAGE 19

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.45.13 Re-indexing Data – Must allow privileged end users the ability to change an index value associated with a specific report Page or document after it has been ingested into the archive.  
RFP PAGE 19

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.45.14 Remote Administration – The proposed system must provide a web-based remote administrator application that will allow designated City of Houston administrators to add/delete/update users, administer passwords, and add/delete users from groups. RFP PAGE 19

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.45.15 Multiple Database Retrieval – Must allow users to search across multiple reports, or, documents that have at least one common index field. For example, if two reports share a common index field and a valid search is performed on a matching index value, then the hit list will display all valid hits from both reports. RFP PAGE 19

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.45.16 Multiple Document Viewing – Must allow users to view multiple report Pages, or, documents contained in a hit list into a single, viewable document. For example, an end-user would be able to view report Pages that contain Account Number 123 from both Report A and Report B in a single multi-Paged document. RFP PAGE 20

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.45.17 PDF Hyper-linking – Must provide the ability to set hyperlink(s) in one PDF document in one report to other documents in other reports. For example, a hyperlink in Report A on Account Number 123 will link to Account Number 123 in Report B. RFP PAGE 20

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.45.18 Print and Fax – Must have the ability to print or fax report Pages, documents, or virtual documents from the web browser. RFP PAGE 20

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.45.19 Save Search – The web interface must allow users to save search criteria for future queries. These saved searches must be saved in the proposed solution and not on the end user's PC. RFP PAGE 20

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.45.20 Text Search – Once a report Page or document is assembled and viewed by the end user, they must have the ability to perform a search on a valid text string. RFP PAGE 20

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.45.21 End User Uploads – Allows privileged users to upload, move, or, delete files from their PCs to the archive using a standard web browser. Privileged users may also download files from the

archive as required. RFP PAGE 20

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.46 Security and Standards COH RFP PAGE 20, Anacomp Technical Proposal Response Page 26 is classified as confidential.

3.46.1 Document Security – The proposed system must have the ability to restrict access to an indexed report Page, or, document based upon a specific user's ID and password. For example, if a monthly report contains an account number on each Page then the system must be able to restrict access for a specific account number to a specific end-user (i.e., User John Smith may only see the report Page(s) for Account 123). RFP PAGE 20

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.46.2 Access Control via IP Address – The proposed system must be able to restrict access to the web archive based upon the end user's IP address over the Internet. For example, the City of Houston requires that its users only access the web archive from their offices. The proposed system should only permit access to the web archive if the access is using specified City of Houston IP addresses. RFP PAGE 20

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.46.3 PDF Security – If documents are viewed from the web archive as Adobe PDF, the proposed system must be able to restrict a user's ability to print, copy text, or, graphics, adding, changing, or deleting text notes from a PDF document. RFP PAGE 20

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.46.4 User Password Rules – The proposed solution should support the following password rules: RFP

PAGE 21

- Password longevity
- Change password on first time login
- Limited number of Login attempts allowed
- Lockout duration after failed login attempts
- Password history length
- Minimum password length
- Ability to reject trivial passwords (i.e., reject if same as the User-ID)
- Security provided at user level, by group and down to the individual document

Anacomp's docHarbor Web Presentment Service complies with the above requirements.

### 3.47 Performance and Availability RFP PAGE 21

3.47.1 System Architecture – please describe your solution's hardware and software infrastructure, network security, physical site security, and redundancy. COH RFP PAGE 21 (Section 3.47.1 TRADE SECRET), Anacomp Technical Proposal Response - Page 31 is classified as a Trade Secret.

3.47.2 Response Time – The proposed solution must provide an average response time to retrieve a hit list based on a query involving an exact index search (i.e., Account Number = 123) for the current period to the solution's web server within 5 seconds. RFP PAGE 21

Anacomp's docHarbor Web Presentment Service complies with this requirement.

3.47.3 Hot-Site – The proposed solution must support a hot-site option with automatic failover protection. Please describe your systems architecture, failover features, security, and location.

Please include additional pricing information if applicable. RFP PAGE 21

For clients who elect to have their data dual ingested, the system will automatically switch over to the hot site in San Diego, CA and all retrievals and access to their data will occur without interruption. This hot site is based upon the same architecture used in Anacomp's primary site in Herndon, VA and provides the same features and functionality. In this scenario, clients continue with business as usual while the Anacomp staff evaluates the cause of the disaster and executes our standard recovery procedures to return operations to the Herndon facility.

Please refer to Exhibit "B" provided in Section/Paragraph 4.0 for Dual Ingestion pricing.

### 3.48 System Auditing RFP PAGE 21

3.48.1 Audit Reports – The system shall provide the City of Houston with audit reports containing the following: RFP PAGE 21

3.48.1.1 A daily report that provides cumulative data for files processed into the web archive during the month. RFP PAGE 21

3.48.1.2 A weekly, or, monthly report that provides information on the performance of data processed into the web archive. This information should contain the time required to process each file and the total number of Pages. RFP PAGE 21

3.48.1.3 A monthly report that provides the total number of times a user logs into the web archive for a month period. RFP PAGE 21

3.48.1.4 A weekly, or, monthly report that provides information on which reports have been viewed, by which end users. The report should contain the user ID, report name, and the total times viewed by user ID. RFP PAGE 21

3.48.1.5 A monthly report that provides information on the total number of times that a report has been viewed. RFP PAGE 22

3.48.1.6 Audit logs – records Login/Out instance of viewing document etc. RFP PAGE 22

Anacom provides the following reports as a standard docHarbor Web Presentment service:

#### Ingestion Report

The Ingestion Report is a daily report that provides the customer with cumulative data for files loaded into the system (ingested) during the month. The report contains the following columns: start date/time (when file arrived at the inbox), completion date/time for the ingestion, elapsed time (completion date/time – start date/time in minutes (totalled at end)), number of reports ingested (totalled at end), # of Pages (totalled at end), number of index sets (totalled at end), file size (totalled at the end) and file name.

#### Reconciliation Report

The Reconciliation Report is a weekly or monthly report that provides the customer with information on the performance of the data ingestion. This reports includes the start date/time (when file arrived at the inbox), ingestion start date/time, completion date/time (ingestion complete), elapsed time (completion date/time – start date/time in minutes (totalled at the end)), number of Pages (totalled at the end), file size and filename.

#### Monthly Login Report

The Login Report is a monthly report that provides the customer with the total logins to the web site for a month period. This report contains the number of total and unique (first time) logins for the period.

#### User View Report

The User View Report is a weekly or monthly report that provides the customer with information on which document types have been viewed by which users. This report contains username, Retrieval Types, and Total Views by username.

#### Monthly Document Type View Report

The Monthly Document Type View Report is a monthly report that provides the customer with information on views by document types (retrieval types). This report contains total and unique views. Total Logins are the total number of logins during the month. Unique Logins are the total number of unique usernames who logged in during the month.

#### 3.49 Implementation RFP PAGE 22

3.49.1 The Contractor must describe the implementation process and the estimated project duration to implement this project. In addition, the Contractor shall provide any additional documentation including customer implementation guides and project plans. RFP PAGE 22

Anacomp's docHarbor implementation team has found a formula that works. Once customers decide that document storage and retrieval via the web is their desired path, they want it done fast, and they want it done right. Taking native print streams or scanned images and turning them into near exact-view images that can be indexed, queried, and viewed online securely isn't always an easy task. Anacomp has developed a proven, consistent process that accomplishes this, and rave reviews from customers tell us it works.

#### **Proven Process**

From start to finish, the implementation team follows a process that involves the customer. Our first introduction to the project is kickoff calls, first an internal one with Sales and Presales to understand the

customer's requirements, then the initial call with the customer team contacts. The customer is given a Guide to the Implementation Process during the Presales stage so that prior to the kickoff call, they already understand what is needed from them—and when—in order for us to quickly implement their solution.

Customers receive project schedules from the project manager, templates for any data we need, procedures for providing test files, data transmission and FTP forms, and meeting agendas and minutes from weekly project calls attended by both teams. Throughout the report configuration process, engineers and programmers work closely with the customer to ensure their documents are access-controlled, logically grouped, easily queried, and properly viewable. Once a customer is released to production, a handoff call is held with Client Support and the customer to explain ongoing support procedures. The implementation team also provides user training on their new document portal, as well as training for administrators using the remote administration tool.

While this process has proven successful for us in rapid implementations, the team constantly reevaluates steps to improve our customer service.

### **Rapid Implementation**

The combination of a proven process and a motivated customer enables us to rapidly implement a standard system. The docHarbor solution also offers custom components such as report mining, APIs, e-mail notification, and custom servlets, which can require additional implementation time. For customers using the standard docHarbor solution, with its built-in flexibility allowing unique configuration for each customer, fast implementation is our goal. The average implementation is slightly over sixty days, including custom implementations as well as standard. We have fully implemented customers in as little

as seven days. From financial services, to publishers, to utilities, we've been able to exceed customers' expectations with rapid implementations. All it takes is motivation on each side, solid project management, and open communications.

### **Customer Satisfaction**

The reason we know our process works is due to our constant measuring of key implementation components, including open communications, and the high marks we receive. Our satisfaction survey covers the following aspects of our implementation process:

- Project Management
- Technical Expertise
- Communications
- Issue Resolution
- Execution
- Deliverables

### 3.50 Maintenance Deliverables and Services RFP PAGE 22

Contractor shall correct, modify, or, upgrade any deliverables, equipment, hardware, or, software that the Contractor provides to the City, or, which the Contractor uses in order to ensure that the City is continually able to provide the Contractor with data to be converted in the format and structure required by the Contractor and that the Contractor is continually able to perform the conversion production services set out, regardless of whether the equipment, hardware, or, software is located at the City's, or, the Contractor's location(s), work place(s), or, environments(s).

Anacomp will comply with this requirement.

(1) The Contractor shall work directly with the Director and all City personnel appointed by the Director through all phases of Contractor's providing and the City's obtaining or using the services, deliverables, software, and systems set forth, including (but not limited to):

- (a) Assessment of the City's needs,
- (b) Evaluation of applications, services, deliverables, software, and systems,
- (c) Cost estimates for Contractor's provision of the services, deliverables, software, and systems,
- (d) Scheduling,
- (e) Documentation,
- (f) Production,
- (g) Installation of Contractor-provided services, deliverables, software, and systems,
- (h) The City's acceptance of the Contractor-provided services, deliverables, software and systems,
- (i) Contractor's provision of all training needed by the City, and
- (j) Contractor's follow-up and resolution of any problems, outstanding issues, etc.

Anacomp will comply with these requirements.

(2) Contractor shall meet with all City personnel, with whom Contractor performs work, at both City or Contractor facilities, at no charge to the City.

Anacomp will comply with this requirement.

(3) At all times during the contract period, the Contractor shall assign and identify a Contractor Contact Project Manager, who shall be responsible for coordinating communications between the City and the

Contractor (including, but not limited to, the City users obtaining, or, using the services, deliverables, software, and systems provided by the Contractor).

Anacomp will comply with this requirement.

### 3.60 Reports RFP PAGE 23

- (1) Contractor shall provide the City with all reports the City requires. The Director shall specify the content, format, media, and schedule in which Contractor shall provide such reports to the City in a "Report Specification Document" that the Director shall provide to Contractor. However, the Director reserves the right to add new reports, delete reports, and modify, or, change the content, format, media, and schedule of the existing reports that Contractor is to provide to the City by revising the Report Specification Document and providing a copy of this revised document to Contractor. Contractor shall be able to provide the City with the reports set forth in a revised Report Specification Document within 30 days after receiving a copy of this revised document.

Anacomp will comply with this requirement.

- (2) Periodically the City will require the Contractor to create and provide the City with special reports concerning the services and deliverables. The Director shall specify the content, format, and media in which the Contractor shall provide such "Special Reports" to the City whenever the Director requests such reports from Contractor.

Anacomp will comply with this requirement.

- (3) Contractor shall provide the City with reports and documents that are associated with the output jobs set forth in Exhibit "A" and the daily and monthly management reports concerning Contractor's conversion of City-provided data into the WEB Presentment, PDF-CD, DVD and Microfiche Format

as set forth in *Exhibit "A"*.

Anacomp will comply with this requirement.

#### (4) Report Distribution System

(a) Definition. Contractor shall provide the City with a "Fully Integrated Report Distribution System", a software application that Contractor shall install on any City mainframes, servers, or other computers located throughout the City (as specified by the Director) that contains and provides City users with the ability to access and use the reports generated by Contractor, including the ability for City users to view such reports online using their personal computer ("PC"). Contractor shall implement the Fully Integrated Report Distribution System so that City personnel are fully able to access and use the system (including the ability to view reports online) via the City's computer networks and Intranet, asynchronous dial-up, and via the Internet. The Director shall specify the City mainframes, servers, or other City computers onto which the Fully Integrated Report Distribution System shall be installed.

(i) The Director shall specify the reports that the Fully Integrated Report Distribution System shall contain, including the content and format of such reports.

(ii) Contractor shall structure each report placed in a Fully Integrated Report Distribution System and make such reports available through the Fully Integrated Report Distribution System in a standardized format as approved by the Director. Such a standardized format shall permit a City user to download an electronic version of any report to that user's personal computer ("PC") and import and manipulate that report using the word processing, spreadsheet, and database applications that are resident on

the user's PC.

(b) User Access. The Fully Integrated Report Distribution System shall permit City users to view online, download, and print reports by using their PC's to access the Fully Integrated Report Distribution System on any of the City mainframes, servers, or, other City computers onto which the Fully Integrated Report Distribution System is installed.

(c) Updating of Data and Reports Contained in the Fully Integrated Report Distribution System

(i) Report Distribution Systems Installed on City Servers.

(A) For each Fully Integrated Report Distribution System that is installed on a City server, the Contractor shall produce a CD-ROM (a "Fully Integrated Report Distribution System CD-ROM"). Each Fully Integrated Report Distribution System CD-ROM shall contain all data needed and reports to be distributed by the Fully Integrated Report Distribution System that is installed on the City server for which the Fully Integrated Report Distribution System CD-ROM is produced.

(B) Contractor shall provide a Fully Integrated Report Distribution System CD-ROM to the Director for each City server on which the Fully Integrated Report Distribution System is installed within 10 days after the data, or, reports that are needed or to be distributed by the Fully Integrated Report Distribution System are updated, modified, or, changed by the Contractor.

(ii) Report Distribution Systems on City mainframes and other computers. Contractor shall be responsible for updating the data and reports that are needed, or, to be distributed by

the Fully Integrated Report Distribution Systems, that are not located on City servers (i.e., located on City mainframes and other City computers) within 10 days after such data or reports are updated, modified, or, changed by the Contractor.

Anacomp will comply with these requirements.

## **SECTION FOUR**

### **4.0 WEB Presentment, PDF-CD, DVD Conversion Common Requirements (RFP Page 25).**

(1) City Data Production Equipment. The City may acquire new types of equipment and computer hardware and software that it shall use to produce the data that the City shall provide to Contractor for conversion and placement in the Microfiche Format and the CDROM Format (the “City Data Producing Equipment”). Moreover, during the City may upgrade or otherwise modify the City Data Production Equipment. In the Contractor ‘s performance of services and provision of deliverables the Contractor shall:

- (a) Be able to support such evolution in the City Data Production Equipment.
- (b) Continue to perform the services and provide the deliverables set out, through any technology changes implemented by the City and regardless of the type of City Data Production Equipment used by the City to produce the data that the City delivers to Contractor.
- (c) Develop and support a “migration strategy”, under which Contractor shall:
  - (i) Identify, or, assist the City in its investigation of upcoming data conversion and storage technologies, processes, and media.
  - (ii) Forecast the availability and feasibility of such upcoming data conversion and storage technologies, processes, and media, and make recommendations to the

Director as to which new data storage technologies, processes, and media the City should investigate for potential implementation.

- (iii) Implement any changes to the data conversion and storage technologies, processes, and media employed by the City, or, Contractor that are specified by the Director as the result of the City's and/or Contractor's review of upcoming technology changes.

(d) Develop and support an "exit strategy", under which Contractor shall:

- (i) Identify, or, assist the City in its investigation of current data conversion and storage technologies, processes, and media which are or will soon become obsolete, inefficient, or uneconomical.
- (ii) Make recommendations to the Director as to which existing data storage technologies, processes, and media the City should abandon or replace with newer or more efficient or economical technologies, processes and media.
- (iii) Implement any changes to the data conversion and storage technologies, processes, and media employed by the City, or, Contractor that are specified by the Director, as the result of the City's and/or Contractor's review of existing data storage technologies, processes, and media.

(e) Develop a plan for concluding Contractor's work, including (but not limited to) any needed migration of Contractor's tasks to a subsequent Contractor and Contractor's provision to the City of full documentation of how conversion of City-provided data was requested and performed by Contractor, including (but not limited to) the output formats provided by Contractor.

Anacomp will comply with the requirements stated above.

**EXHIBIT "B"**

**SCHEDULE OF UNIT COSTS**

Item	Description	Unit Measure	QTY	Unit Cost	Year 1	Year 2	Year 3	Year 4	Year 5
<b>HARDWARE</b>									
1	Fujitsu fi-5750C Scanner w/Automated Document Feeder & Kofax Virtual ReScan image enhancement processor	Scanner	1	\$8,995	\$8,995	\$0	\$0	\$0	\$0
2	Shipping	Original Shipment	1	\$200	\$200	\$0	\$0	\$0	\$0
<b>Seat License - 205 users</b>									
3	Seat Licenses 1 to over 500 Number of User that have access to docHarbor	Per seat	500	\$0	\$0	\$0	\$0	\$0	\$0
<b>DTS - Data Transmission Service</b>									
4	Data transmission Services DTS 1GB per day for a month	Month	12	\$750	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000
<b>SOFTWARE</b>									
5	Kofax Ascent Capture License	License	1	\$5,500	\$5,500	\$0	\$0	\$0	\$0
6	Kofax Ascent Capture 7.0 Scan/Quality Control (QC)/Import License	License	1	\$995	\$995	\$0	\$0	\$0	\$0
7	Kofax Ascent Capture 7.0 Full License	License	1	\$3,000	\$3,000	\$0	\$0	\$0	\$0

8	Anacomp Release scripts + File Transfer Protocol (FTP) Program	License	1	\$0	\$0	\$0	\$0	\$0	\$0
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**SCANNING Paper Documents**

9	Preparation for scanning 200 Dots Per Inch (dpi) (Hour)	Hour	380	\$17.50	\$6,650	\$6,650	\$6,650	\$6,650	\$6,650
10	Scanning cost 200 dpi	Image	736896	\$0.0675	\$49,740	\$49,740	\$49,740	\$49,740	\$49,740
11	Indexing Per Keystroke	Keystroke	2883966	\$0.00930	\$26,821	\$26,821	\$26,821	\$26,821	\$26,821
12	Hardcopy storage Box	Box	360	\$1.50	\$540	\$540	\$540	\$540	\$540
13	Electronic Storage (Mbytes)	Mega Byte	35136	\$0.89	\$31,271	\$31,271	\$31,271	\$31,271	\$31,271

**SCANNING (Pending Vol.)**

14	Preparation for scanning 200 dpi (Hour)	Hour	104	\$17.50	\$1,820	\$0	\$0	\$0	\$0
15	Scanning cost 200 dpi	Image	201249	\$0.0675	\$13,584	\$0	\$0	\$0	\$0
16	Indexing Per Keystroke	Keystroke	696565	\$0.00930	\$6,478	\$0	\$0	\$0	\$0
17	Hardcopy storage Box	Box	100	\$1.50	\$150	\$0	\$0	\$0	\$0
18	Electronic Storage (Mbytes)	Mega Bytes	9596	\$0.78	\$7,529	\$0	\$0	\$0	\$0

**MICROFICHE Conversion**

19	COM Microfiche Conversion to PDF	Image	1403985	\$0.045	\$63,179	\$0	\$0	\$0	\$0
20	docHarbor Online Per MB	Mega Byte	100421	\$0.460	\$46,122	\$0	\$0	\$0	\$0
21	Courier Fee	Per shipment	6	\$28	\$168	\$0	\$0	\$0	\$0
22	Handling Fee	Batch	3	\$80	\$240	\$0	\$0	\$0	\$0

**Conversion of Image TIFF on CD**

23	TIFF Image Conversion	Image	629535	\$0.027	\$1,699				
24	Indexing Per Keystroke	Keystroke	268700	\$0.0093	\$2,499				
25	docHarbor Online Per MB	Mega Byte	3001	\$0.0607	\$3,817				

**Conversion of Image TIFF on Server**

26	TIFF Image Conversion	Image	31160	\$0.027	\$841				
27	Indexing Per Keystroke	Keystroke	195633	\$0.0093	\$1,819				
28	docHarbor Online Per MB	Mega Byte	1486	\$0.0656	\$2,046				
29	Professional Services 1 time	1-Time	1	\$500	\$500				

**Conversion of EXCEL & Word files**

30	MS Office Document Conversion / Hour	Hour	18	\$125.00	\$2,250	\$2,250	\$2,250	\$2,250	\$2,250
	DocHarbor Online	MB	0		0	0	0	0	0

**Anacomp Data Conversion**

	<b>Anacomp Data Conversion</b>	Pages	0	\$0	\$0	\$0	\$0	\$0	\$0
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**Conversion of Electronic Reports**

31	Electronic Report data (3211) for docHarbor Online (pages)	Pages	1147220	\$0.010	\$11,472	\$11,472	\$11,472	\$11,472	\$11,472
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**Conversion of Electronic Reports (Pending Vol.)**

32	Electronic Report data (3211) for docHarbor Online (pages)	Pages	34465	\$0.010	\$344	\$0	\$0	\$0	\$0
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<b>Paper document pickup &amp; delivery</b>									
33	Courier (One way trip)	One-way Trip	120	\$17.550	\$2,106	\$2,106	\$2,106	\$2,106	\$2,106
<b>Document Destruction and Disposal</b>									
34	Destruction Off-site (Lbs)	Lbs	10800	\$0.120	\$1,296	\$1,296	\$1,296	\$1,296	\$1,296
<b>Project Management and Consultant Services</b>									
35	Management Services	0	1	\$0.000	\$0	\$0	\$0	\$0	\$0
<b>Data Retention</b>									
36	7 years Per page/MB	Per Page/MB	1	\$0.000	\$0	\$0	\$0	\$0	\$0
<b>Mandatory Items Required</b>									
37	Document Separator pages	Page	144204	\$0.040	\$5,768	\$5,768	\$5,768	\$5,768	\$5,768
37	Digital Programming	Hour	0	\$90	\$0	\$0	\$0	\$0	\$0
37	docHarbor Monthly Minimum	Monthly	0	\$1,500.	\$0	\$0	\$0	\$0	\$0
<b>Extended Maintenance &amp; Support</b>									
38	Fujitsu fi-5750C	Year	1	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050	\$1,050
39	Kofax Total Warranty	Year	1	\$1,709	\$1,709	\$1,709	\$1,709	\$1,709	\$1,709
40	Additional 20 Reports (Approx. 4 Hrs for each add report)		20	\$175.00	\$0	\$17,500	\$17,500	\$17,500	\$17,500
<b>Conversion of CDPDF</b>									
	Image Computer Disk (CDPDF)	CD	18	\$125	\$0	\$2,250	\$2,250	\$2,250	\$2,250
<b>Report Setup First 20 reports at no cost within 90 days of contract renewal</b>									

	First 20 reports	See above	0	\$0	\$0	\$0	\$0	\$0	\$0
	Additional Reports	Per Hour	0	\$175	\$0	\$0	\$0	\$0	\$0
	Documents	Per Hour	0	\$175	\$0	\$0	\$0	\$0	\$0
42	<b>Additional Indexing above 100 characters per page</b>	50 Character increments	500000	\$0.0003	\$0	\$150	\$150	\$150	\$150
43	<b>Programming Fees for web</b>	Per Hour	100	\$175	\$0	\$17,500	\$17,500	\$17,500	\$17,500
44	<b>Form overlay creation</b>	Each	100	\$225	\$0	\$22,500	\$22,500	\$22,500	\$22,500
						<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
	<b>Totals</b>					<b>\$321,201</b>	<b>\$209,574</b>	<b>\$209,574</b>	<b>\$209,574</b>

**docHarbor Online Megabyte Pricing - Single Ingestion**

	<b>Mega Bytes per Month</b>	<b>Unit</b>	<b>QTY</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
	First 1 - 1,250	Mega Byte	1250	\$0.960	\$1,200
	Next 1,251 - 2,500	Mega Byte	1250	\$0.864	\$1,080
	Next 2,501 - 7,500	Mega Byte	5000	\$0.768	\$3,840
	Next 7,501 - 12,500	Mega Byte	5000	\$0.672	\$3,360
	Next 12,501 - 20,000	Mega Byte	7500	\$0.576	\$4,320
	Next 20,001 - 35,000	Mega Byte	15000	\$0.480	\$7,200
	Next 35,001 - above	Mega Byte	15000	\$0.384	\$5,760

**Optional Services - Transformation, Indexing & storages Volume - Dual Ingestion (docHarbor Online 3211 Pricing)**

	<b>Item Description</b>	<b>Unit</b>	<b>QTY</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
	First 250,000	Pages	250000	\$0.0156	\$3,900
	Next 251,001 - 500,000	Pages	250000	\$0.0133	\$3,325
	Next 500,001 - 1,000,000	Pages	1000000	\$0.0109	\$5,450
	Next 1,000,001 - 2,000,000	Pages	1000000	\$0.0094	\$9,400
	Next 2,000,001 - 3,000,000	Pages	1000000	\$0.0078	\$7,800
	Over 3,000,000	Pages	1000000	\$0.0062	\$6,200

<b>Optional Services - docHarbor Online Megabyte Pricing - Dual Ingestion</b>					
	<b>Mega Bytes per Month</b>	<b>Unit</b>	<b>QTY</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
	First 1 - 1,250	Mega Byte	1250	\$1.248	\$1,560
	Next 1,251 - 2,500	Mega Byte	1250	\$1.1232	\$1,404
	Next 2,501 - 7,500	Mega Byte	5000	\$0.9984	\$4,992
	Next 7,501 - 12,500	Mega Byte	5000	\$0.8736	\$4,368
	Next 12,501 - 20,000	Mega Byte	7500	\$0.7488	\$5,616
	Next 20,001 - 35,000	Mega Byte	15000	\$0.6240	\$9,360
	Next 35,001 - above	Mega Byte	15000	\$0.4992	\$7,488
<b>Transformation, Indexing &amp; Storages Volume –Single Ingestion (docHarbor Online 3211 Pricing)</b>					
	<b>Item Description</b>	<b>Unit Measure</b>	<b>QTY</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
	First 250,000	Pages	250,000	\$0.01	\$2,500
	Next 250,001 to 500,000	Pages	250,000	\$0.009	\$2,250
	Next 500,001 to 1,000,000	Pages	500,000	\$0.0074	\$3,700
	Next 1,000,001 to 2,000,000	Pages	1,000,000	\$0.0063	\$6,300
	Next 2,000,001 to 3,000,000	Pages	1,000,000	\$0.0053	\$5,300
	Over 3,000,000	Pages	1,000,000	\$0.0044	\$4,400

EXHIBIT "C"

DRUG POLICY COMPLIANCE AGREEMENT

I, Paul S. Njor as an owner or officer of  
(Name) (Print/Type) (Title)  
Anacomp, Inc. (Contractor)  
(Name of Company)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date 12/18/06

Contractor Name  
[Signature]  
Signature  
EVP  
Title

EXHIBIT "D"

CONTRACTOR'S CERTIFICATION  
OF NO SAFETY IMPACT POSITIONS  
IN PERFORMANCE OF A CITY CONTRACT

I, Paul J. Major, EVP  
(Name) (Title)

as an owner or officer of Anacomp, Inc. (Contractor)  
(Name of Company)

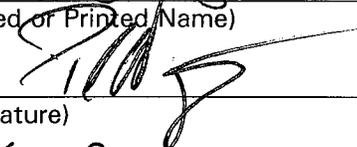
have authority to bind the Contractor with respect to its bid, and hereby certify that Contractor has no employee safety impact positions, as defined in '5.18 of Executive Order No. 1-31, that will be involved

in performing Document Processing and Web Presentments Utility Customer Service  
(Project)

Contractor agrees and covenants that it shall immediately notify the City of Houston Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

12/18/06  
(Date)

Paul J. Major  
(Typed or Printed Name)

  
(Signature)

EVP  
(Title)

EXHIBIT "E"  
DRUG POLICY COMPLIANCE DECLARATION

I, Paul S. Najjar, SVP as an owner or officer of  
(Name) (Print/Type) (Title)  
Anacomp Inc. (Contractor)  
(Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from 6/1/06 to 12/1, 2006

PN ✓  
Initials A written Drug Free Workplace Policy has been implemented and employees notified.  
The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection  
and Deterrence (Mayor's Policy).

PN ✓  
Initials Written drug testing procedures have been implemented in conformity with the Mayor's  
Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31.  
Employees have been notified of such procedures.

PN ✓  
Initials Collection/testing has been conducted in compliance with federal Health and Human  
Services (HHS) guidelines.

N/A  
Initials Appropriate safety impact positions have been designated for employee positions  
performing on the City of Houston contract. The number of employees in safety impact  
positions during this reporting period is \_\_\_\_\_.

N/A  
Initials From \_\_\_\_\_ to \_\_\_\_\_ the following test has occurred  
(Start date) (End date)

<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
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Number Employees Tested

Number Employees Positive

Percent Employees Positive

PN ✓  
Initials Any employee who tested positive was immediately removed from the City worksite  
consistent with the Mayor's Policy and Executive Order No. 1-31.

PN ✓  
Initials I affirm that falsification or failure to submit this declaration timely in accordance with  
established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this  
declaration are within my personal knowledge and are true and correct.

12/18/06  
(Date)

Paul S. Najjar  
(Typed or Printed Name)  
[Signature]  
(Signature)  
SVP  
(Title)

## EXHIBIT "F"

### EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.

2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.

3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.

5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.

6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.

7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

**EXHIBIT "G"**  
**MWBE SUBCONTRACT TERMS**

Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers are clearly labeled **"THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT"** and contain the following terms:

1. \_\_\_\_\_ (MWBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director").

2. \_\_\_\_\_ (MWBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of subcontractor's books and records, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep its books and records available for inspection for at least 4 years after the end of its performance under this subcontract. Nothing in this provision shall change the time for bringing a cause of action.

3. Within 5 business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given under Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of the agent.

4. Any controversy between the parties involving the construction or application of any of the terms, covenants, or conditions of this subcontract must, upon the written request of one party served upon the other or upon notice by the Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 -- "the Act"). Arbitration must be conducted according to the following procedures:

a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within 30 days or the matter may be referred to arbitration.

b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with the American Arbitration Association on file in the City's Affirmative Action Division Office.

c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.

d. If the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

09/01/2007

DATE (MM/DD/YY)  
12/22/2006

**PRODUCER**  
Lockton Insurance Brokers, Inc. (San Diego, CA)  
4275 Executive Square, Suite 600  
License #0714705  
La Jolla CA 92037  
(858) 587-3100

**INSURED**  
1046377 Anacomp, Inc.  
15378 Avenue of Science  
San Diego CA 92128

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

### INSURERS AFFORDING COVERAGE

INSURER A: Federal Insurance Company  
INSURER B: Travelers Property & Casualty  
INSURER C: Amer Int'l Specialty Lines Ins. Co.  
INSURER D:  
INSURER E:

### COVERAGES UC

**THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	35838013	09/01/2006	09/01/2007	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				FIRE DAMAGE (Any one fire) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp \$500 <input checked="" type="checkbox"/> Coll \$500	73528638	09/01/2006	09/01/2007	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				NOT APPLICABLE
A	<b>EXCESS LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM RETENTION \$	79846028	09/01/2006	09/01/2007	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				TC2JUB9514B22706 (AOS) TRJUB9514B23906 (AZ/MA/WI)
C	<b>OTHER ERRORS &amp; OMISSIONS</b>	006736145	09/01/2006	09/01/2007	\$10,000,000 EACH WRONGFUL ACT \$10,000,000 POLICY AGGREGATE \$250,000 RETENTION

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
City of Houston is named as Additional Insured on General & Auto Liability policies and Waiver of Subrogation on Work Comp, General & Auto Liability as required by written contract for Doc. Processing & WEB Presentment - ASP Solutions.

**CERTIFICATE HOLDER**  
2748781

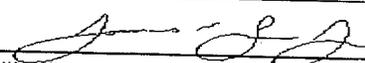
ADDITIONAL INSURED; INSURER LETTER: \_\_\_\_\_

### CANCELLATION

City of Houston, Finance & Administration  
Attn Douglas Moore  
SPD, City Hall  
SPD, City Hall Romm B500  
Houston TX 77002

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

AUTHORIZED REPRESENTATIVE



Client#: 16887

BROWNGAY

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/01/06

**PRODUCER**

USI Southwest  
P.O. Box 218060  
Houston, TX 77218-8060  
713 490-4600

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**

Brown & Gay Engineers, Inc.  
10777 Westheimer, Suite 400  
Houston, TX 77042

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A: Zurich American Insurance Company 16535

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

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

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>OTHER Professional Liability</b>	EOC930610004	09/01/06	09/01/07	\$2,000,000 per claim \$4,000,000 annl aggr.
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS					

**CERTIFICATE HOLDER**

Brown & Gay Engineers Inc  
11490 Westheimer Ste 700  
Houston, TX 77077

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

*D. Roberts*

## IMPORTANT

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

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

## DISCLAIMER

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