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THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

**CONTRACT FOR 3-1-1 SERVICE HELP-LINE MAINTENANCE AND
ENHANCEMENT SERVICES**

1. PARTIES

A. Address

THIS CONTRACT FOR 3-1-1 SERVICE HELP-LINE MAINTENANCE AND ENHANCEMENT SERVICES ("Agreement") is made on the Countersignature Date by and between the CITY OF HOUSTON, TEXAS ("City"), a municipal corporation and DIGITAL CONSULTING & SOFTWARE SERVICES, INC. ("Contractor"), a Texas corporation.

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

<u>City</u>	<u>Contractor</u>
City Purchasing Agent City of Houston P.O. Box 1562 Houston, TX 77251	Digital Consulting & Software Services, Inc. One Sugar Creek Center Boulevard Suite 500 Sugar Land, TX 77478 - 3556

The Parties agree as follows:

B. Table of Contents

This Agreement consists of the following sections:

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EXHIBITS

- A. Technical Qualifications of Tech Team and Scope of Services
- A-1 Tech Team Lead Responsibilities
- B Technical Specifications of the 3-1-1 Houston Service System
- C Hourly Rates for 3-1-1 Service Help-Line Tech Team Provided by Contractor
- C-1 Notification Procedures for after hour's Systems support for the 3-1-1 Houston Service Helpline
- D. Equal Employment Opportunity
- E. Drug Policy Compliance Agreement
- F. Drug Policy Compliance Declaration
- G. Certification of no safety impact positions
- H. MWBE Subcontract Terms

C. Parts Incorporated

The above described exhibits are incorporated into this Agreement.

D. Controlling Parts

If a conflict among the sections and exhibits arises, the sections control over the exhibits.

E. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original.

DIGITAL CONSULTING & SOFTWARE SERVICES, INC.

CITY OF HOUSTON, TEXAS

By: Patricia M. Patterson
Name: PATRICIA M. PATTERSON
Title: President / CEO

By: Lee P. Brown
Mayor [Signature]

ATTEST/SEAL (if a corporation)
WITNESS (if not a corporation)

ATTEST/SEAL:

[Signature]
City Secretary

By: _____
Name: _____
Title: _____

APPROVED:

[Signature]
City Purchasing Agent

[Signature]
Chief Information Officer

APPROVED AS TO FORM:

Mayra Ramonera
Assistant City Attorney
L.D. File No. 0450300004001

COUNTERSIGNED BY:
Judy Gray Johnson
[Signature]
City Controller

DATE COUNTERSIGNED:

10/15/03

II. DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

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

"Chief Information Officer" (CIO) means the head of the City's Information Technology Department, or the person he or she designates.

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

"City Purchasing Agent" means the City's Purchasing Agent, or the person he or she designates.

"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.

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

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

"3-1-1 Project Manager" means the City's Project Manager for the 3-1-1 call center who is the designated person Contractor's Tech Lead and support team shall report to.

"3-1-1 Service Help-line" means the City's consolidated municipal call center which provides Houston citizens access to city services 24 hours a day, 365 days of the year.

III. DUTIES OF CONTRACTOR

A. Scope of Services

Services in General

In consideration of the payments specified in this Agreement, Contractor shall provide a 5-member technical team that will meet all the qualifications and perform all the services set out in Exhibits "A" & "A-1" to support the City's 3-1-1 System detailed in Exhibit "B". Contractor shall provide the 5-member team named in Exhibit "C" at the City's 3-1-1 call center for 40 hours a week and during after hours as detailed in Exhibit "C-1". If Contractor needs to replace any team member, Contractor shall do so with the consent of the 3-1-1 Project Manager.

Contractor shall also provide call in telephone support at an 1-800 number, 7 days per week, 24 hours per day at no additional charge to the City.

B. Coordinate Performance

Contractor's Tech Lead, whose responsibilities are detailed in Exhibit "A-1", shall coordinate its performance with the 3-1-1 Project Manager and other persons that the 3-1-1 Project Manager designates. Contractor's Tech Lead shall promptly inform the 3-1-1 Project Manager and other person(s) of all significant events relating to the performance of this Agreement.

C. Payment of Subcontractors

Contractor shall make timely payments to all persons and entities supplying labor, materials, or equipment for the performance of this Agreement. CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS. Contractor shall submit disputes relating to payment of MWBE subcontractors to arbitration in the same manner as any other disputes

under the MWBE subcontract.

D. RELEASE

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") 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.

E. 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.

F. SUBCONTRACTOR'S INDEMNITY

CONTRACTOR SHALL REQUIRE ALL OF ITS SUBCONTRACTORS (AND THEIR SUBCONTRACTORS) TO RELEASE AND INDEMNIFY THE CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS ITS RELEASE AND INDEMNITY TO THE CITY.

G. Insurance

Contractor shall maintain in effect certain insurance coverage, which is described as follows:

(1) Risks and Limits of Liability. Contractor shall maintain the following coverages and limits of liability:

(Coverage)

(Limit of Liability)

Workers' Compensation
including Broad Form All
States Endorsement

Statutory for Workers' Compensation

Employer's Liability

Bodily Injury by accident \$100,000 (each accident)
Bodily Injury by Disease \$100,000 (policy limit)
Bodily Injury by Disease \$100,000 (each employee)

Commercial General Liability:
Including Broad Form Coverage,
Contractual Liability, Bodily and
Personal Injury, and Completed
Operations

Bodily Injury and Property
Damage, Combined Limits of
\$500,000 each Occurrence
and \$1,000,000 aggregate

Automobile Liability Insurance
(for vehicles Contractor
uses in performing under this
Agreement, including Employer's
Non-Ownership and Hired Auto
Coverage)

\$1,000,000 combined single limit

Professional Liability Coverage

\$1,000,000 per occurrence/aggregate

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

- (2) Form of Policies. The City Purchasing Agent may approve the form of the insurance policies, but nothing the City Purchasing Agent does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The City Purchasing Agent's actions or inactions do not waive the City's rights under this Agreement.
- (3) Issuers of Policies. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide.

- (4) Insured Parties. Each policy, except those for Workers' Compensation, Employer's Liability, and Professional Liability, must name the City (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements.
- (5) Deductibles. Contractor shall be responsible for and pay any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- (6) Cancellation. Each policy must state that it may not be canceled, materially modified, or nonrenewed unless the insurance company gives the City Purchasing Agent 30 days' advance written notice. Contractor shall give written notice to the City Purchasing Agent within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- (7) Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.
- (8) Endorsement of Primary Insurance. Each policy, except Workers' Compensation and Professional Liability (if any), must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.

(9) Liability for Premium. Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.

(10) Subcontractors. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the City Purchasing Agent.

(11) Proof of Insurance.

(a) Prior to execution of this Agreement, Contractor shall furnish the City Purchasing Agent with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the City Purchasing Agent, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.

(b) Contractor shall continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Contractor does not comply with this requirement, the City Purchasing Agent, 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.

The City shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

(12) Other Insurance. If requested by the City Purchasing Agent, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

H. Warranties

Contractor's performance shall conform to the professional standards prevailing in Harris County, Texas with respect to the scope, quality, due diligence, and care of the services and products Contractor provides under this Agreement.

I. Confidentiality - Protection of City's Interest

Contractor, its agents, employees, contractors, and subcontractors shall hold all City information, data, and documents (collectively, "the 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 which bind them to the terms in this Section.

J. Licenses and Permits

Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates including all professional licenses required by any statute, ordinance, rule, or regulation. Contractor shall immediately notify the 3-1-1 Project Manager of any suspension, revocation, or other detrimental action against his or her license.

K. Compliance with Laws

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

L. Compliance with Equal Opportunity Ordinance

Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "D".

M. MWBE Compliance

It is the City's policy to ensure that Minority and Women Business Enterprises ("MWBEs") have the full opportunity to compete for and participate in City contracts. The objectives of Chapter 15, Article V of the City of Houston Code of Ordinances, relating to City-wide Percentage Goals for contracting with MWBEs, are incorporated into this Agreement.

Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 17% of the value of this Agreement to MWBEs. The City's policy does not require Contractor to in fact meet or exceed this goal, but it does require Contractor to objectively demonstrate that it has made good faith efforts to do so. To this end, Contractor shall maintain records showing

- (1) subcontracts and supply agreements with Minority Business Enterprises,
- (2) subcontracts and supply agreements with Women's Business Enterprises, and
- (3) specific efforts to identify and award subcontracts and supply agreements to MWBEs. Contractor shall submit periodic reports of its efforts under this Section to the Affirmative Action Director in the form and at the times he or she prescribes.

Contractor shall require written subcontracts with all MWBE subcontractors and suppliers and shall submit all disputes with MWBE subcontractors to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Director. All agreements must contain the terms set out in Exhibit "H". 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, then the subcontract must also be signed by the attorneys of the respective parties

N. 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 "E", 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 "G".

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 "F". 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.

IV. DUTIES OF CITY

A. Payment Terms

The City shall pay Contractor for its services at the hourly rates set forth in Exhibit "C". The maximum hourly rates for the various job classifications stated in Exhibit "C" remain in effect for 3 years following the effective date of this Agreement.

B. Method of Payment

The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the 3-1-1 Project Manager showing the hours worked in the preceding month and the corresponding hourly rates. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

City shall pay Contractor for work performed in excess of 40 hours per week by any tech team member at the same hourly rate as set forth in Exhibit "C" for that tech team member.

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 3-1-1 Project Manager shall advise the City Purchasing Agent to

temporarily delete the disputed item and pay the remainder of the invoice. The City Purchasing Agent 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. Additions and Deletions

The 3-1-1 Project Manager may direct Contractor to provide the services of any member of the technical team in excess of 40 hours per week by a written notice to the Contractor's Tech Lead. Contractor shall ensure that the team member provides such additional services at the hourly rates listed in Exhibit "C". Contractor warrants that no member of Contractor-provided 5-member tech team is eligible for overtime pay from the City for any hours worked in excess of 40 hours a week as detailed above. Contractor shall indemnify the City for any claim by a team member for payments in excess of the hourly rates specified in Exhibit "C" to any team member for hours worked beyond 40 hours a week.

Contractor's Tech Lead shall also direct Tech Team members to review and help resolve System problems over the phone when such referrals are made by the 3-1-1 Project Manager. City shall reimburse Contractor at the hourly rate specified for the Tech Team member who provided such service. Contractor's Tech Lead shall ensure that phone referrals reviewed and resolved by Tech Team members are logged into the City's Microsoft SharePoint repository. Contractor shall not be reimbursed for routine assistance provided by Contractor's 1-800 response service where such assistance does not require the review or resolution of a System problem by a Tech Team member.

The 3-1-1 Project Manager may decrease the number of Tech Team members supporting the 3-1-1 Service Help-Line by directing Contractor's Tech Lead to decrease the number of Tech Team

members or the number of hours worked by Tech Team members.

E. Limit of Appropriation

(1) The City's duty to pay money to Contractor 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 \$1,060,000.00 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 CIO and the City Controller to Contractor 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 CIO, 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 CIO)
Chief Information Officer

(4) 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.

V. TERM AND TERMINATION

A. Contract Term

This Agreement is effective on the Countersignature Date and remains in effect for 3 years unless sooner terminated under this Agreement.

B. Renewals

This Agreement can be renewed for 2 successive one-year terms if sufficient funds are allocated and the CIO advises the City Purchasing Agent to make a written request for renewal 30 days before the end of the then current term.

C. Termination for Convenience by City

The City Purchasing Agent on the advice of the CIO 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 IV, B 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.

F. Termination for Cause

If Contractor defaults under this Agreement, the City Purchasing Agent on the advice of the CIO may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and

remedies which exist now or in the future. Default by Contractor occurs if:

- (i) Contractor fails to perform any of its duties under this Agreement;
- (ii) Contractor becomes insolvent;
- (iii) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
- (iv) a receiver or trustee is appointed for Contractor.

If a default occurs, the City Purchasing Agent may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent, at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City Purchasing Agent may terminate this Agreement on the termination date, at no further obligation of the City.

To effect final termination, the City Purchasing Agent must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts charged to this Agreement.

VI. MISCELLANEOUS PROVISIONS

A. Independent Contractor

Contractor is an independent contractor and shall perform the services provided for in this Agreement in that capacity. The City has no control or supervisory powers over the manner or method of Contractor's performance under this Agreement. All personnel Contractor uses or provides

are its employees or subcontractors and not the City's employees, agents, or subcontractors for any purpose whatsoever. Contractor is solely responsible for the compensation of its personnel, including but not limited to: the withholding of income, social security, and other payroll taxes and all workers' compensation benefits coverage.

B. Force Majeure

1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay is caused by Force Majeure that directly impacts the City or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots, strikes, court orders, and the acts of superior governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Force Majeure does not entitle Contractor to extra Reimbursable Expenses or payment.

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 to continue performance notwithstanding the Force Majeure; and
 - (b) provides the other party with prompt written notice of the cause and its anticipated effect.

3. The City Purchasing Agent will review claims that a Force Majeure that directly impacts the City or Contractor has occurred and render a written decision within 14 days. The decision of the City Purchasing Agent is final.

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 City Purchasing Agent 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 required or permitted by this Agreement must be in writing and are deemed

delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out in the preamble of this Agreement or at such other address as the receiving party designates by proper notice to the sending party.

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 City Purchasing Agent, 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 City Purchasing Agent is not authorized to vary the terms of this Agreement.

J. Inspections and Audits

City representatives may perform, or have performed, (1) audits of Contractor's books and records, and (2) 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 7 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 City Purchasing Agent.

O. Parties in Interest

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

P. 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.

Q. 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 City Purchasing Agent's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest as described in §9.406 of the Texas Business & Commerce Code. In the case of such an assignment, 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 City Purchasing Agent's prior written consent.

R. 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.

EXHIBIT "A"

TECHNICAL QUALIFICATIONS OF TECH TEAM & SCOPE OF SERVICES

Application Support Requirements

1. Genesys CTI and Call Routing Support

1.1. Skill Requirements

- a. Certified Genesys Engineer (CGE), or passed at least one CGE exam
- b. Experience with Genesys Framework and ERS versions 6.x
- c. Computer telephony integration (CTI) background
- d. Working knowledge of Oracle (8i or 9i)
- e. Ability to understand and use SQL
- f. Proficient with Windows administration (NT 4.0 and 2000)
- g. Good understanding of TCP/IP network operations
- h. Excellent customer service skills
- i. Logical troubleshooting skills
- j. Good written and verbal communication
- k. Ability to assist and train other employees
- l. General understanding of call center operations

1.2. Support Requirements

- a. Manage a four-node Wintel Genesys cluster (primary and backup servers in "warm-standby" mode), providing near 100 percent uptime Regular administration of the Genesys application suite, including:
 - *Creating and configuring users, agents, groups, queues, skills, routes, DNs, etc.*
 - *Responding to all Genesys/CTI issues*
- b. Maintain the Genesys application suite to ensure proper operation of all Genesys components (ensuring that all Genesys applications are running correctly, in the correct run modes, and are all properly connected)
- c. Create and maintain automated monitoring and alerting procedures using the Genesys Solution Control Interface (SCI)
- d. Plan, test, and implement all Genesys CTI and Call Routing application upgrades and enhancements
- e. Support and assist other employees and teams whose responsibilities require them to interface with a Genesys application or component (IVR, PBX, Oracle, SCA, CSR, NXi, WFM, QualityCall, SYMON, etc.)
- f. Maintain complete and accurate documentation on configuration and SOPs
- g. Be available and on-call 24x7 to respond to any Genesys application issue

2. Genesys Data Modeling and Reporting Support

2.1. Skill Requirements

- a. Certified Genesys Engineer (CGE), or passed at least one CGE exam
- b. Experience with Genesys StatServer and DMA versions 6.x
- c. Experience with the Genesys applications CCPulse and CCAnalyzer
- d. Experience with the Brio Reporting tool
- e. Familiarity with computer telephony integration (CTI)

- f. Working knowledge of Oracle (8i or 9i)
- g. Ability to understand and use SQL
- h. Proficient with Windows administration (NT 4.0 and 2000)
- i. Good understanding of TCP/IP network operations
- j. Good communication and documentation skills
- k. Excellent customer service skills
- l. Ability to assist and train other employees
- m. Logical troubleshooting skills
- n. General understanding of call center operations

2.2. Support Requirements

- a. Configure and maintain all Genesys data collection and aggregation to meet the reporting requirements of the Call Center, departments, and City Hall
- b. Ensure that the DMA and ETL are up and collecting data, providing near 100 percent data collection
- c. Create and maintain real-time and historical Call Center activity reports
- d. Plan, test, and implement all Genesys data modeling and reporting application upgrades and enhancements
- e. Train and assist employees who use the Genesys reporting tools
- f. Maintain complete and accurate documentation on configuration and SOPs
- g. Be available and on-call 24x7 to respond to any Genesys reporting or data collection issues

3. Genesys Workforce Management (WFM) Support

3.1. Skill Requirements

- a. Experience supporting Genesys Workforce Management version 6.x
- b. Working knowledge of Genesys Framework and Routing version 6.x
- c. Working knowledge of Microsoft Internet Information Server (IIS)
- d. Proficient with Windows administration (NT 4.0 and 2000)
- e. Good communication and documentation skills
- f. Excellent customer service skills
- g. Ability to assist and train other employees
- h. Logical troubleshooting skills
- i. General understanding of call center operations

3.2. Support Requirements

- a. Manage and administrate the Genesys Workforce Management component, including WFM Web Services
- b. Assist employees who use Genesys Workforce Management
- c. Plan, test, and implement all Genesys WFM component upgrades and enhancements
- d. Maintain complete and accurate documentation on configuration and SOPs

4. Eyretel Contact Management Solution Support

4.1. Skill Requirements

- a. Experience administrating Eyretel's Release 6 Enterprise Suite:
- b. *E.Ware2*
 - *Unify*
 - *QualityCall*
 - *Replay Studio*
 - *MediaStore*[®]
- c. General understanding of telephone switches and CTI
- d. General understanding of Genesys Framework and Routing
- e. Good understanding of TCP/IP network operations
- f. Good knowledge of Windows NT 4.0 and 2000 desktop support, including software installation
- g. Experience administering SQL databases (7.0 or 2000)
- h. Excellent customer service skills
- i. Good communication and documentation skills
- j. Ability to assist and train other employees
- k. Logical troubleshooting skills
- l. General understanding of call center operations

4.2. Support Requirements

- a. Ensure proper and continued operation of all Eyretel components and applications (software, hardware, and firmware), including the Genesys CTI integration and the MediaStore digital voice recorder
- b. Regular administration of the Eyretel application suite, including:
 - *Configuring agents, groups, permissions, scoring plans, etc.*
 - *Responding to all Eyretel issues*
- c. Plan, test, and implement all Eyretel application and hardware upgrades and enhancements
- d. Manage and maintain three Microsoft SQL servers (6.5 and 2000) databases, including backup and recovery functions
- e. Support and assist other employees and teams whose responsibilities require them to interface with an Eyretel application or component (IVR, PBX, NXi, WFM, SYMON, etc.)
- f. Maintain complete and accurate documentation on configuration and SOPs
- g. Assist employees who use any of the Eyretel client applications
- h. Be available and on-call 24x7 to respond to any Eyretel component issues

5. Nxi Text Services™ (NTS™) Support

5.1. Skill Requirements

- a. Experience administrating NXi Text Services™ for the hearing impaired
- b. Experience administrating NXi NexTalk for Networks™
- c. Knowledge of TDD, TTY, and ASCII communication devices and protocols including:
 - *Baudot*
 - *Bell 103*
 - *Voice Carry Over*
 - *Hearing Carry Over*
- d. General understanding of telephone switches and CTI
- e. General understanding of Genesys Framework and Routing
- f. Good understanding of TCP/IP network operations
- g. Good knowledge of Windows NT 4.0/2000 desktop support
- h. Excellent customer service skills
- i. Good communication and documentation skills
- j. Ability to assist and train other employees
- k. Logical troubleshooting skills
- l. General understanding of call center operations

5.2. Support Requirements

- a. Ensure proper and continued operation of all NXi components and applications, including the Genesys CTI integration and manual failover operations
- b. Regular administration of the NXi Text Services™ for the Deaf, including:
 - *Configuring users, call flow scripts, greetings, mailboxes, etc.*
 - *Responding to all NXi issues*
- c. Plan, test, and implement all NTS application and hardware upgrades and enhancements
- d. Support and assist other employees and teams whose responsibilities require them to interface with NTS™ (IVR, PBX, Eyretel, SYMON, etc.)
- e. Maintain complete and accurate documentation on configuration and SOPs
- f. Train and assist employees who use any of the NXi applications
- g. Be available and on-call 24x7 to respond to any NXi component issues

6. SYMON™ Visual Messaging System Support

6.1. Skill Requirements

- a. Experience with SYMON Communications' SYMON™ 2000 software suite:
 - *SYMON™ 2000 Server*
 - *SYMON™ Says*
 - *SYMON™ Administrator*
- b. Good understanding of TCP/IP network operations

- c. Good knowledge of Windows NT 4.0 and 2000
- d. General understanding of Genesys Framework and Routing
- e. General understanding of DCOM network communications
- f. Good customer service skills
- g. Experience administering SQL databases (7.0 or 2000)
- h. Good communication and documentation skills
- i. Ability to assist and train other employees
- j. Logical troubleshooting skills
- k. General understanding of call center operations

6.2. Support Requirements

- a. Manage a SYMON™ 2000 server and all network connections (including signs, message destinations, and connection sites)
- b. Ensure proper and continued operation of all Symon components and applications, including the Genesys CTI integration
- c. Ensure proper and continued integration with Genesys StatServer
- d. Respond to all SYMON™ hardware and software issues
- e. Assist other employees whose responsibilities require them to interface with an SQL server database (Eyretel, SharePoint, etc.)
- f. Support the Netbrite display boards (troubleshooting, service, etc.)
- g. Train and assist employees who use the SYMON™ software
- h. Plan, test, and implement all application upgrades
- i. Implement requested configuration and functionality changes
- j. Maintain complete and accurate documentation on configuration and SOPs

7. Web Support

7.1. Skill Requirements

- a. Experience with Microsoft's SharePoint Portal Server application
- b. Experience with Microsoft's Visual Interdev and Source Safe tools
- c. Experience with Microsoft Internet Information Server (IIS v4 and v5)
- d. Good understanding of active server pages
- e. Working knowledge of Windows administration (NT 4.0 and 2000)
- f. Ability to understand and use SQL
- g. General understanding of HTML, Java script, and VB script
- h. General understanding of document management and version control
- i. Logical troubleshooting skills
- j. Good communication and documentation skills
- k. Ability to assist and train other employees

7.2. Support Requirements

- a. Maintain and administrate the SharePoint Portal, including

- *Design and develop new Portal functionality including reports, online status tracking, change request management and exception logging*
 - *Create new users for the portal in SQL Server Database and grant security privileges for customized access to the Portal*
 - *Research and fix any issues with the Portal and IIS server*
- b. Maintain the Genesys WFM web interface
 - c. Maintain and administrate multiple IIS servers
 - d. Plan, test, and implement all IIS upgrades and enhancements
 - e. Support and assist other employees and teams whose responsibilities require them to interface with IIS or the SharePoint Portal (Oracle, SCA, CSR, WFM, netIQ AppManager, etc.)
 - f. Train and assist employees who use the SharePoint Portal
 - g. Maintain complete and accurate documentation on configuration and SOPs

8. Web Development

8.1. Skill Requirements

- a. Experience with Microsoft's SharePoint Portal Server application
- b. Experience with Microsoft's Visual Interdev and Source Safe tools
- c. Experience creating intranet sites using active server pages
- d. Experience using SQL queries within web pages
- e. Experience using HTML, Java script, and VB script
- f. General understanding of Microsoft Internet Information Server
- g. Logical troubleshooting skills
- h. Good communication and documentation skills

8.2. Support Requirements

- a. Design, develop, test, and implement required web enhancements
- b. Design, develop, test, and implement web-enabled reports that interface with SQL Server and Oracle databases
- c. Support and assist other employees and teams who are responsible for web-enabled applications (Oracle, CSR, WFM, netIQ AppManager, etc.)
- d. Maintain complete and accurate documentation on configuration and SOPs

9. Motorola SunTRACK® CSR Support

9.1. Skill Requirements

- a. Experience administrating an enterprise-wide installation of Motorola's SunTRACK® Customer Service Request application
- b. Detailed understanding of the SunTRACK® CSR application, including SRs, Flex Questions, the Information Reference, Security Management, etc.

- c. Ability to analyze business processes and create CSR structures to support those processes
- d. Working knowledge of Oracle (8i or 9i)
- e. Ability to understand and use Oracle SQL
- f. Experience with reporting tools such as Brio or Crystal Reports
- g. General understanding of graphical information systems (GIS)
- h. Excellent customer service skills
- i. Good communication and documentation skills
- j. Ability to assist and train other employees
- k. Logical troubleshooting skills
- l. General understanding of call center operations

9.2. Support Requirements

- a. Administrate an enterprise-wide installation of Motorola's SunTRACK® Customer Service Request application supporting (presently) 500 users:
 - *Manage users, groups, permissions, outcomes, reports, etc.*
 - *Maintain application security and integrity*
 - *Maintain the City Telephone Book database*
- b. Respond to all CSR issues, such as;
 - *User connection problems and workstation errors*
 - *SR, FAQ, and IR issues*
 - *Address validation errors*
 - *Mapping/GIS issues*
- c. Provide support to all CSR departmental Group Administrators
- d. Assist city departments as they migrate into the 3-1-1 system (at this time, only 5 of 19 city departments are using 3-1-1)
- e. Work with the Database Support Team as needed to assist with Oracle issues and CSR interface issues
- f. Plan, test, and implement all application upgrades, enhancements, and new modules
- g. Maintain complete and accurate documentation on configuration and SOPs
- h. Be available and on-call 24x7 to respond to any CSR component issues

10. Service Center Application (SCA) Support

10.1. Skill Requirements

- a. Experience developing with Oracle Forms and Report 6i
- b. Experience supporting and developing code using ActiveX
- c. Experience with Motorola's SunTRACK® Customer Service Request application
- d. Good understanding of Oracle packages, triggers, and stored procedures
- e. General understanding of Genesys Framework and Routing
- f. General understanding of TCP/IP network operations
- g. General knowledge of Windows NT 4.0 and 2000 desktop support
- h. Excellent customer service skills

- i. Good communication and documentation skills
- j. Logical troubleshooting skills
- k. General understanding of call center operations

10.2. Support Requirements

- a. Maintain the Unisys Service Center Application, including configuration management and change control of the source code
- b. Investigate and correct any SCA issues, such as:
 - *Oracle Forms or ActiveX errors*
 - *Genesys integration problems*
 - *SunTRACK® CSR integration problems*
 - *Eyretel integration problems*
 - *NXi integration problems*
- c. Develop, test, and implement new SCA reports as requested
- d. Develop, test, and implement new SCA functionality as required or requested
- e. Support the CSR Admin, Group Admins, Oracle Support Team, and end-users of the SCA, as needed
- f. Maintain complete and accurate documentation on configuration and SOPs

11. Oracle Application Development Support

11.1. Skill Requirements

- a. Experience supporting and developing with Oracle Developer Suite 6i
- b. Experience developing in distributed Oracle 8i or 9i environments, including:
 - *Developer Suite 6i (especially Forms and Reports)*
 - *Application Server (8i or 9i)*
 - *Packages, stored procedures, functions, and triggers*
 - *SQL, PL/SQL, and DOS batch scripting*
 - *Advanced Queuing*
- c. Experience with Motorola's SunTRACK® Customer Service Request application
- d. Good understanding of Oracle packages, triggers, and stored procedures
- e. Good understanding of Java packages in Oracle 8i or 9i
- f. General understanding of graphical information systems (GIS)
- g. General understanding of Genesys Framework and Routing
- h. General understanding of TCP/IP network operations
- i. Good communication and documentation skills
- j. Logical troubleshooting skills

11.2. Support Requirements

- a. Monitor and support two custom, business-critical, Oracle-to-Oracle interfaces, providing near 100 percent uptime
- b. Develop, test, and implement new and enhanced interface functionality as requested
- c. Plan, test, and implement new Oracle enhancements and upgrades using standard software development methodology
- d. Develop, test, and implement new Oracle reports as requested
- e. Investigate and respond to all Oracle issues
- f. Support and assist other employees and teams whose responsibilities require them to interface with Oracle components (SCA, CSR, NXi, Genesys, etc.)
- g. Maintain complete and accurate documentation on configuration and SOPs
- h. Be available and on-call 24x7 to respond to any Oracle application or interface issues

12. Server Support

12.1. Skill Requirements

- a. Microsoft Certified Systems Engineer (MCSE)
- b. Experience supporting enterprise mission critical Windows servers
- c. Experience configuring and supporting systems using Microsoft Clustering
- d. Experience with complex enterprise storage management systems:
 - *SCSI shelves and RAID configurations*
 - *DLT tape storage libraries*
 - *Network attached storage or storage area networks*
- e. Experience with Active Directory, DNS, WINS, and DHCP
- f. Good understanding of TCP/IP network operations
- g. Experience with netIQ AppManager
- h. Familiar with scripting and batch processing
- i. Logical troubleshooting skills
- j. Good communication and documentation skills
- k. Ability to assist and train other employees

12.2. Support Requirements

- a. Administrate more than 20 mission-critical WinTel servers (Compaq, IBM, and Unisys) and a terabyte of online storage, including:
 - *Monitor performance and resource utilization of servers and storage systems*
 - *Review (and respond where needed) all system and application log files*
 - *Evaluate and install all appropriate patches and service packs*
 - *Monitor and maintain appropriate security levels*
 - *Troubleshoot and service all hardware and operating system problems*
- b. Assemble and install new servers and subsystems as required

- c. Plan, test, and implement all operating system and hardware upgrades and enhancements
- d. Properly maintain the cluster to provide 100 percent uptime
- e. Schedule and maintain (including testing) all backup jobs for the operating system, applications, and open databases (SQL Server and Oracle)
- f. Create and maintain automated monitoring and alerting procedures using netIQ's AppManager product
- g. Assist the Network Team in configuring and responding to issues involving Active Directory, DNS, WINS, and IP addressing (DHCP and static)
- h. Coordinate with the Enterprise Messaging Team to respond to trust issues with Exchange and other NT domains
- i. Assist the PC/LAN and Desktop Support Team with connectivity and other issues as they arise
- j. Support and assist other employees and teams who support applications running on the servers or whose systems interface with the servers (IVR, PBX, Eyretel, Oracle, Genesys, NXi, Symon, Network Team, etc.)
- k. Maintain complete and accurate documentation on configuration and SOPs
- l. Be available and on-call 24x7 to respond to any Eyretel component issues

13. Network Support

13.1. Skill Requirements

- a. Cisco Certified Network Associate (CCNA)
- b. Experience with LAN and network infrastructure support (design, implementation, and maintenance)
- c. Experience with Active Directory, DNS, WINS, and DHCP
- d. Experience integrating and supporting voice-related technologies such as PBXs and IVRs (CTI)
 - Proficiency in the following:
 - *RIP v.1 and Spanning Tree Protocol*
 - *VLANs, subnetting, and VPNs*
 - *Administration and support of Cisco switches and routers*
- e. Experience with network troubleshooting tools (protocol analyzers, network monitors, etc.)
- f. Logical troubleshooting skills
- g. Good communication and documentation skills
- h. Ability to assist and train other employees

13.2. Support Requirements

- a. Administrate a TCP/IP infrastructure that is integrated with voice-related technologies and interfaces with several other City LANs

- b. Configure and administrate remote access (VPN and Terminal Server)
- c. Maintain Cisco routers and switches, including VLAN configuration
- d. Monitor network utilization and errors, responding when appropriate
- e. Recommend and implement network design changes, as appropriate
- f. Assist the Server Team in configuring and managing Active Directory, DNS, WINS, and IP addressing (DHCP and static)
- g. Support and assist other employees and teams who support applications that rely on proper network operations (IVR, PBX, Eyretel, Oracle, Genesys, NXi, Symon, etc.)
- h. Maintain complete and accurate documentation on configuration and SOPs
- i. Be available and on-call 24x7 to respond to any Eyretel component issues

EXHIBIT "A-1"

TECH TEAM LEAD RESPONSIBILITIES

Subject: Technical Team Lead Responsibilities

1. Develop the input for project plans for the Project Manager and advise the Project Manager throughout the Project Life Cycle of issues that positively or negatively impact the projects.
2. Lead the day-to-day activities of the 3-1-1 Technical Support Team and assume responsibility for the Work Quality of the project team.
3. Report project status weekly to the Project Manager and notify the Project Manager of any impacts to the project schedule.
4. Document and submit change requests and recommendations to the Project Manager for review and approval and posting on the Change Management Portal.
5. Ensure functionality of all project deliverables (including interim deliverables) according to agreed upon technical specifications by designing technical project work plans and acceptance test plans.
6. Identify and assign the appropriate expertise to resolve technical issues during the escalation process.

EXHIBIT "B"

TECHNICAL SPECIFICATIONS OF THE 3-1-1 HOUSTON SERVICE SYSTEM

3-1-1 HOUSTON SERVICE HELPLINE

TC-3-0737-10-13599

Current Environment Description

Following is a description of the 3-1-1 system's current hardware and software environment:

SunTRACK® Customer Service Request System

SunTRACK® CSR is the Motorola Oracle-based service request system used by the 3-1-1 Service Center. SunTRACK® is the back-end server application and runs on four servers (two in production, one in test, and one in development) and CSR is the client desktop application.

Components:

- SunTRACK® CSR 3.6.4b (presently being upgraded to version 3.7.1)
- Oracle-to-Oracle interface (written by Unisys) between SunTRACK® CSR and Azteca's Cityworks (a GIS-based enterprise asset management tool for Public Works). Referred to as the UM (Utility Maintenance) Interface.
- Oracle-to-Oracle interface (written by Motorola) between SunTRACK® CSR and an Infosol database. Referred to as the MROW (Maintenance and Right-of-Way) Interface.

SCA

SCA is the Service Center Application developed by Unisys to provide a desktop user interface to the 3-1-1 applications. It allows CSR to communicate with the Genesys, Eyretel, and NXi applications. It also provides some customized reporting. SCA has been developed with Oracle Forms and ActiveX. The City maintains the source code.

Genesys

The Genesys suite of applications provides the computer telephony integration (CTI), data logging and reporting, and workforce scheduling for the 3-1-1 Service Center. They reside on several different servers and the most critical components are configured in a warm stand-by mode for redundancy. All components are version 6.5 except for the staff scheduling applications, Work Force Manager (WFM), which is version 6.1. Framework is presently being upgraded to 6.5.

Components:

- Log_DBServer
- MessageServer
- SolutionServer
- Solution Control Interface
- Tserver (Primary and Backup)
- StatServer (Primary and Backup)
- URServer (Primary and Backup)
- CCA_DBServer (Primary and Backup)
- ETL_Proxy
- CCA_StatServer (Primary and Backup)

- CC Pulse
- CC Analyzer
- CCA_DataSourcer
- Data Modeling Assistant
- IR_Designer
- Workforce Manager
- WFM_ScheduleServer
- WFM_StatServer
- WFM WebServices
- Data Aggregator
- Configuration Server
- Configuration_DBServer
- ITCUtility
- Several Local Control Agents

Oracle

Oracle provides the database for both SunTRACK and the WFM components of Genesys. For SunTRACK, there are presently three Oracle environments: Testing, Training, and Production. The WFM Oracle instances are all production. The Oracle tools are spread over several different servers.

Oracle Instances:

- HOUPROD
- HOUTEST
- HOUDEV
- GENRPT
- GENWFM
- OMSREPO
- CSRUPG

Components

- Oracle Developer 6i
- Oracle8i Enterprise Edition 8.1.7.4.0
- Oracle JServer 8.1.6.0.0
- Oracle Forms 6.0.8.10.3
- Oracle Toolkit 6.0.5.35.0
- Oracle Procedure Builder 6.0.8.10.0
- Oracle Procedure Builder 6.0.8.11.0
- Oracle Query Builder 6.0.7.0.0
- Report Builder 6.0.8.10.3
- Oracle XML Parser 1.0.2.1.0
- Oracle Sqlmgr 6.0.8.10.3
- Oracle Toolkit 2 for Windows 32-bit platforms 6.0.5.35.0
- Oracle PL/SQL 8.0.6.0.0
- Oracle SQL
- Oracle Fail Safe 3.0.4
- Oracle Tools 2.1.0.1.0

Microsoft Windows

Microsoft Windows is the operating system for all servers and clients used within the 3-1-1 Service Center. There are no other operating systems involved. The servers and workstations are a combination of HP, Compaq, Unisys, and IBM. Some run Windows NT 4.0 Server SP6 and the rest run Windows 2000 Advanced Server SP2. Following is a list of servers and operating systems:

- COH311DC01 Win 2000
- MYR-311-611-PDC NT 4.0
- MYR311BACKUP01 Win 2000
- MYR311EYRTEL01 NT 4.0
- MYR311EYRTEL02 NT 4.0
- MYR311EYRTEL03 NT 4.0
- MYR311FS01 Win 2000
- MYR311FTP01 NT 4.0
- MYR311GENSYS01 NT 4.0
- MYR311GENSYS02 NT 4.0
- MYR311GENSYS03 NT 4.0
- MYR311GENSYS04 NT 4.0
- MYR311MONITOR01 Win 2000
- MYR311NXITDD01 NT 4.0
- MYR311NXITDD02 NT 4.0
- MYR311STTEST1 NT 4.0
- MYR311SUNTRK01 NT 4.0 Enterprise
- MYR311SUNTRK02 NT 4.0 Enterprise
- MYR311SYMONS01 NT 4.0
- MYR311TS01 Win 2000

Eyretel Applications

The Eyretel applications provide a contact management quality assurance solution for call recording and playback. These applications are integrated with Genesys through the use of Eyretel's Unify CTI Server™. The software runs on three servers and utilizes a digital voice tape recording and playback unit and a 9,000-hour RAID online storage system.

Components:

- E.Ware2 version 5.2.1.1
- QualityCall 5.2
- Unify 5.2 (with Unify CTI Server™)
- Replay Studio 5.2.2
- MediaStore digital voice recorder version 6.1.0

SYMON Server

SYMON™ 2000 Server runs on a workstation class machine and provides a real-time communication and visual messaging system for the 3-1-1 Service Center PCs and on the large NetBright wallboards. It also communicates with the Genesys applications to display real-time inbound call statistics on the wallboards.

Components:

- SYMON™ 2000 Server 6.0.1
- SYMON™ Says 6.0
- SYMON™ Administrator 6.0
- Several NetBright wallboards located in the Service Center

NXi

NXi Telephony Services™ and NXi NexTalk for Networks™ integrate non-voice calls (TDD, TTY, VCO, and HCO) into the 3-1-1 Service Center applications so that agents can converse with the deaf, hearing impaired, and speech impaired community.

Components

- NXi Telephony Services™ version 4.0 (server software)
- NexTalk for Networks™ version 4.0 (client software)
- Genesys Media Link 6.1
- Four TDD stations
- Four NexCom 300™ TTY compatible modems

Microsoft SQL Server

SQL Server databases are used as back-ends by several of the 3-1-1 applications, including Eyretel, netIQ AppManager, and the 3-1-1 SharePoint Portal.

Components:

- Microsoft SQL Server 2000
- Microsoft SQL Server 6.5
- SQL Server Enterprise Manager 5.0

SUDS

SUDS is an FTP utility provided by Motorola to distribute new versions of the CSR client.

Brio Enterprise Version 6

Brio is the reporting tool used by two Genesys applications; ccPulse and ccAnalyzer.

Veritas Backup Exec 8.3

Backup Exec is used to backup all of the 3-1-1 servers. Oracle and open file agents are used on the clients to insure that all files are backed up while servers are up.

Microsoft Internet Information Server V5.0

IIS is used to provide a web interface for the WFM scheduler for the Service Center. It also serves the SharePoint 3-1-1 Support Portal. In addition, strategic Mayoral initiatives include extending 3-1-1 services to departments, elected officials, and eventually citizens over the Internet.

Microsoft SharePoint Portal Server 2001

SharePoint Server is used to develop and serve the 3-1-1 Support Portal.

Visual Interdev Version 6.0

Used for developing the 3-1-1 Support Server.

Visual SourceSafe Version 6.0

Visual SourceSafe is used for source code version control within 3-1-1.

Executive Software Diskeeper Disk Defragmenter Version 6.0.380.0

Diskeeper is used as the disk defragmentation tool on the NT 4.0 servers.

Network

Four Cisco 4000s and one Cisco 3500 comprise the core 3-1-1 internal LAN and are supported by the 3-1-1 team, not the City Network team.

EXHIBIT "C"

HOURLY RATES FOR 3-1-1 SERVICE HELP-LINE TECH TEAM*

PROVIDED BY CONTRACTOR

Individual Name	Job Description	Hourly Rate	Certifications
Linda Rosenbaum	Technical Lead	\$ 50.00	CSE, MCDBA, A+
Vince Mueller	Network Administrator	\$125.00	CSE, CCSE, CAN
Jonathan Singer	Genesys Administrator	\$125.00	CGE
Suresh Choksi	Oracle Developer/CSR Support	\$125.00	
Jefferson & Associates	Application Support	\$ 85.00	MCSE

***In addition to the duties in their job description above, all of the above 5 Tech Team members will perform additional services set out in Exhibits "A" & "A-1". If any Team member leaves or is changed, the rest of the Tech Team will perform the services in Exhibits "A" & "A-1", until such time as the team member is replaced.**

EXHIBIT "C-1"

**NOTIFICATION PROCEDURES FOR AFTER HOURS
SYSTEMS SUPPORT FOR THE 3-1-1 HOUSTON SERVICE HELP-LINE**

NOTIFICATION PROCEDURES FOR AFTER HOUR'S SYSTEMS SUPPORT FOR THE 3-1-1 HOUSTON SERVICE HELPLINE

After Hours Systems Downtime is defined as the inability of the 3-1-1 system to receive incoming calls and create and/or retrieve service requests during the hours of 5:00 PM through 7:00 AM Monday through Friday and the forty-eight hour period during the weekend. All other problems will be resolved the following business day. The standard business hours for the 3-1-1 system consists of the 40-hour work week from 7:00AM through 5:00PM, Monday through Friday with a full support/maintenance staff on-site.

1. Recommendation that Supervisory staff and above be the only personnel authorized to initiate trouble call for system failures.
2. When the 3-1-1 System is down – Call takers will contact the Help Desk by placing a call to (713) 837-9800 and selecting Option # 4.
3. The help desk after hours callout audix system will page the cell phone belonging to the 3-1-1 project manager.
4. Project Manager receives initial page and will retrieve voice mail message followed by a call to the individual who initiated the trouble call. The Project Manager will assess the situation and determine if immediate action is required or resolution can be delayed until regular business hours.
5. In the event immediate action is required the Project Manager will contact the 3-1-1 Technical Team Lead who will assign the appropriate engineer to address the problem followed by notification of the PW&E Project Manager.
6. Upon resolution of the system downtime, the 3-1-1 Project Manager will update the Call Center supervisor, the PW&E Project Manager, and take the necessary steps to close out the 3-1-1 issue.

Note: If the reporting supervisor does not receive a call back from Project Manager within 30 minutes then he/she should escalate in the following manner:

1. Geoffrey Jones, Project Manager – Cell: 713-962-8856
2. Linda Rosenbaum, Technical Lead – Cell: 832-725-4489
3. Vince Mueller, 3-1-1 Engineer – Cell: 832-407-5771
4. Jim Hunt, Application Manager – Cell: 713-560-1507
5. Matt Hyde, Assistant Director – Cell: 832-465-6172

Note: Linda Rosenbaum will contact Jim Hunt and the PW&E Project Manager if resolution is not reached after two hours. Jim Hunt will contact Matt Hyde if resolution is not reached after four hours.

* PW&E Project Manager, Aida de Hoyos – Cell: 713-410-4148
Pager: 713-696-1259

Jim Hunt
Application Support Division
Information Technology Department
Voice: 832-393-0037
Fax: 713-837-9698
jim.hunt@cityofhouston.net

Last Revision: July 28, 2003

EXHIBIT "D"

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 "E"

DRUG POLICY COMPLIANCE AGREEMENT

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

(Name of Company) (Consultant)

have authority to bind Consultant 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 Consultant 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 Consultant 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 Consultants (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 Consultant 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

Consultant Name

Signature

Title

EXHIBIT "F"
DRUG POLICY COMPLIANCE DECLARATION

I, _____ as an owner or officer of

 (Name) (Print/Type) (Title) (Consultant)

 (Name of Company)

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

This reporting period covers the preceding 6 months from _____ to _____, 20 .

_____ A written Drug Free Workplace Policy has been implemented and employees notified.

Initials The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

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

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

_____ 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 _____.

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>
Number Employees Tested	_____	_____	_____	_____
Number Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

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

_____ I affirm that falsification or failure to submit this declaration timely in accordance
 Initials 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.

(Date)

(Typed or Printed Name)

(Signature)

(Title)