

2-7-1984

# Automated Data Processing Equipment and Software for the City of Seward, Nebraska

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REQUEST FOR PROPOSAL

AUTOMATED DATA PROCESSING EQUIPMENT AND SOFTWARE

for  
The City of Seward, Nebraska

Prepared by: Donald F. Norris, Ph.D.  
Senior Research Associate



Center for Applied Urban Research  
University of Nebraska at Omaha



February 7, 1984

NOTICE OF REQUEST FOR PROPOSAL  
EDP SYSTEM FOR THE CITY OF SEWARD, NEBRASKA

On February 20, 1984, the City of Seward, Nebraska released a request for proposal (RFP) for an in-house, on-line, real time, multi-user or multiprogramming data processing system or comparable on-line, real time, multi-user or multiprogramming time sharing capability.

The RFP is available by contacting Ms. Debra Schaefer, City Clerk, City Hall, P.O. Box 38, Seward, Nebraska 68434, (402) 643-2928.

The RFP requests proposals to automate these activities in financial management, payroll, personnel, and utility billing.

The deadline for submittal of proposals, which under no circumstances will be changed, is 4:30, Friday, March 23, 1984. Sealed proposals must be delivered to Ms. Debra Schaefer, City Clerk, City of Seward at the address above.

Additional inquiries regarding this RFP should be directed to Dr. Donald F. Norris, Center for Applied Urban Research, University of Nebraska at Omaha, 1313 Farnam-on-the-Mall, Omaha, NE 68182, (402) 554-2764. He is the technical adviser for Seward on this project.

Note: If the vendor sales office receiving this notice or RFP does not serve the Seward, Nebraska area, please forward to the appropriate office in your company.

DRAFT ADVERTISEMENT

NOTICE OF REQUEST FOR PROPOSAL  
FOR  
ELECTRONIC DATA PROCESSING SYSTEM

Sealed proposals will be received by the City of Seward, at the office of the City Clerk, City Hall, Seward, Nebraska until 4:30, Friday, March 23, 1984, for a data processing system to automate several functions in the city offices. The system requested must have on-line, real time, multi-user capabilities, a minimum of three terminals or work stations, adequate printing and storage capabilities, and system backup. Vendors interested in receiving a copy of the RFP should contact Ms. Debra Schaefer, City Clerk, City Hall, P.O. Box 38, Seward, Nebraska 68434, (402) 643-2928.

The City of Seward reserves the right to reject any and all proposals, to waive technicalities or informalities, and to accept any proposal deemed to be in the best interest of the city.

By order of the \_\_\_\_\_.

\_\_\_\_\_

PUBLISH: \_\_\_\_\_

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Appendix A - Required Data Presentation Forms

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## 1.0 Introduction

### 1.1 Purpose

This Request for Proposal (RFP) is submitted to solicit proposals from qualified vendors for computer hardware, software, and support for the City of Seward, Nebraska. In order to receive consideration, a proposed system must meet the requirements of the City of Seward as herein described.

### 1.2 Proposal Submitted

Sealed proposals will be accepted by Ms. Debra Schaefer, City Clerk, City Hall, P.O. Box 38, Seward, Nebraska 68434, no later than 4:30 p.m., Friday, March 16, 1984. All proposals must be submitted in accordance with the conditions and instructions provided herein. The envelopes containing the proposals shall be marked as follows: "Automated Data Processing Equipment and Software Proposal."

A copy of each proposal must be mailed or delivered no later than 4:30 p.m., Monday, March 19, 1984 to the technical adviser on the project, Dr. Donald F. Norris, Center for Applied Urban Research, University of Nebraska at Omaha, 1313 Farnam-on-the-Mall, Omaha, NE 68182.

### 1.3 Schedule

	<u>Date</u>
RFP released	February 20, 1984
Closing date for proposal submitted (time)	March 23, 1984 (4:30 p.m.)
Oral presentations and system demonstrations	Week of April 16, 1984
Evaluation completed and vendor selected	July 1, 1984

This schedule is intended as a guideline for the timing of various events in this effort. Management requirements and other factors may cause certain of these dates to be changed from those originally scheduled. In no event, however, shall the deadline for proposal submittal be changed.

## 2.0 General Conditions

### 2.1 Conformity with RFP

All proposals must conform with the requirements presented in this RFP. The City of Seward reserves the right to reject any proposal not in conformity with the requirements of the RFP.

### 2.2 Uniformity of Proposals

All proposals must be submitted in a uniform format as described in Section 4 of this RFP, and all proposals shall include completed data presentation forms which are found in the Appendix.

### 2.3 Additional Information/Further Contact

Vendors are directed to make all inquiries or requests for information relative to this RFP to Dr. Donald F. Norris, Center for Applied Urban Research, University of Nebraska at Omaha, Omaha, NE 68182, (402) 554-2764, who is the consultant selected by Seward to assist in this procurement process. Any deviation from this requirement, including direct contacts for such information or marketing calls to Seward, may result in disqualification of a proposal.

### 2.4 Performance Bond

The selected vendor, at the city's option, shall furnish a performance bond as a guarantee of performance. All proposals must contain a statement of the vendor's willingness to furnish such security in the event the vendor is selected by the City of Seward.

### 2.5 Procurement Contract

The selected vendor shall be required to execute a procurement contract written for and by Seward. The city will not execute the vendor's standard contract. All proposals must contain a statement indicating the vendor's willingness to accept a city written contract and to agree to the inclusion of this RFP, the vendor's proposal, and all subsequent written material relevant thereto in the contract. A copy of the city's proposed procurement contract is attached as Appendix B to this RFP.

### 2.6 Non-collusion

Each proposal shall contain a non-collusion affidavit, a copy of which is enclosed in Appendix A.

### 2.7 Right to Reject Proposals

Seward reserves the right to reject any or all proposals, to waive technicalities or informalities, and to accept any proposal deemed to be in the best interest of the county.

### 2.8 Identification of Primary Vendor

Any proposal that includes reference to more than one vendor or supplier of goods or services shall contain adequate definition of said goods or services together with adequate identification of the proposed supplier of the same. Furthermore, the proposal shall clearly identify a single vendor who shall have ultimate responsibility for system installation and implementation and with whom the city's contract will be executed. The city will not execute multiple contracts or a contract with multiple parties and will execute only a single contract with a single primary supplier who shall be fully responsible for the contract.

## 2.9 Cash Discounts and Trade-ins

The city will consider any cash discounts or other price or purchase considerations proposed by a vendor and will consider the same in determining the lowest and best proposal. The city currently owns a Burroughs L-9000 ledger card accounting machine. All vendors shall indicate in their proposals the cash discount or trade-in offer, if any, that is applicable to this system.

## 2.10 Liability and Insurance

The selected vendor shall save and hold the city harmless from any and all legal liability arising out of the infringement of any patent or copyright in respect to the normal use of proposed or installed equipment or software.

The selected vendor shall purchase and maintain during the life of the contract such public liability and property damage insurance as shall protect him and any subcontractor performing work covered by the contract from claims for damages for personal injury, including accidental death, as well as from claims for property damage that may arise from operations under the contract, whether such operations be by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them.

## 2.11 Price Protection

Prices quoted in the proposal shall be firm prices and not subject to increase during the term of the proposal or of any contractual agreement arising between the city and vendor as a result of the proposal. Vendors shall provide firm prices less any federal excise tax. Vendors shall stipulate the expiration date of the price quoted for their proposed systems.

Should a price on a hardware device or software element or other element of a proposal be reduced by the vendor or manufacturer during the term of the proposal, the same shall be made immediately available to the city, and the city and its consultant shall be notified in writing by the vendor within ten days of any such price reduction.

## 2.12 Funding Out Clause

Vendors must signify their willingness to accept a clause in the contract that provides that in the event the city's budget does not allow for funds to maintain an automated data processing system for any following year, a contract for lease or lease/purchase, if either of these options is selected, may be terminated and services discontinued without penalty to the city.

## 2.13 Right to Purchase from Any Source

The city reserves the right to purchase in part or in whole any desired equipment or services from any source or sources.



#### 2.14 Delivery Date

Vendors shall specify in their proposals the delivery date of their equipment, services, and/or products (i.e., how long from the time of order to the delivery of hardware and/or software). The city will expect to receive the selected equipment, services, and/or products on the dates and times so specified, and the same will be duly entered into the contract with the selected vendor.

#### 2.15 Vendor Commitment

Vendors must state their commitment to maintain, support, and upgrade the operating system and application software and hardware at their current or the public-released levels for at least the term of any lease or lease/purchase agreement and in the case of purchase for a minimum of five years.

Vendors shall not require the city to incorporate new features into the system. Furthermore, any changes incorporated shall have minimum impact on system use and operation.

#### 2.16 Maintenance/Support

Vendors must supply the names and addresses of all service organizations that will provide maintenance of all equipment, the operating system, and application software proposed herein. Vendors must also specify the maximum response time for all service. The response time quoted shall be the maximum time to elapse between the time a call for service is made and a service representative responds on-site or other response is made (e.g., software support via telephone).

#### 2.17 System Responsibility

The contents of this RFP notwithstanding, the vendor has the responsibility to verify the completeness, accuracy, and suitability of his proposal to meet the functional requirements of the city as stated herein.

Any additional equipment or software required after installation to meet the city's requirements as stated herein shall be provided by the vendor without claim for additional payment; the understanding being that a complete system that operates effectively and to the satisfaction of the city is required. The successful vendor will be obligated to provide a system that meets all guarantees in his proposal for the price contained therein.

#### 2.18 Rights to Submitted Material

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits, and other documents provided by vendors shall become the property of the City

of Seward when received. Supporting technical manuals will be returned at the request of the vendor. The city retains the right to use any or all system ideas presented in any proposal. Selection or rejection of a proposal does not affect this right.

### 3.0 Selection Process

The selection of a computer system to meet its requirements by Seward will involve both objective and subjective elements. The process to be used to make this selection is outlined below.

#### 3.1 Request for Proposal (RFP)

This RFP is intended to provide interested vendors with uniform information concerning the city's requirements for an automated information processing system.

In responding to this RFP, vendors must adhere to the included format and use the included standard forms. Deviations from this requirement may subject proposals to rejection by the city.

#### 3.2 Evaluation Committee

A committee of city officials has been appointed to review and evaluate all proposals. The consultant will provide an evaluation of all proposals and will serve as technical advisor to the committee and the city throughout the evaluation process.

#### 3.3 Evaluation Criteria

The following elements will be considered by the committee in evaluation of all proposals: hardware, operating system, application software, training, hardware maintenance/support, software maintenance/support, vendor organization, and cost. The relative importance of each factor is a management judgment and will include both objective and subjective considerations.

#### 3.4 Oral Presentations

Should oral presentations be desired by the city the same shall be arranged in advance by the city's consultant in order to accommodate the scheduling requirements of city officials and personnel most effectively. The following rules shall be closely adhered to during the oral presentations:

- Discussion of the equipment and operating system must be confined to the configuration and level of equipment contained in the proposal, including future capabilities for expansion of the system.
- Discussion of application software must be limited to currently available systems or to software being developed specifically for the configuration and level of equipment proposed.
- The oral presentation will not be a "negotiating session." Only material contained in a vendor's formal written proposal will be discussed during the oral presentation.

- Vendors should avoid superficial marketing language and materials and focus on the actual configuration and capabilities of proposed systems. This is especially important as time for oral presentations will be strictly limited and as city officials are interested in the specific capabilities of systems and vendor organizations, not in generalities or banalities.

### 3.5 Systems Demonstration

Should demonstrations of the proposed system be desired by the city the same will be arranged by the city's consultant at a time and place acceptable to the city in order to accommodate most effectively the scheduling requirements of city officials and personnel. To the maximum extent feasible, efforts will be made to combine the oral presentation with the system demonstration.

Demonstrations should not exceed two hours in length (three hours if combined with an oral presentation), and, unless alternate arrangements are approved by the city, vendors must demonstrate equipment and software as nearly identical as possible to that proposed for the city.

### 3.6 Selection

Following the evaluation process described above, the evaluation committee will present its recommendation to the city administrator and the city council. The city council will make the final decision to award a contract.

## 4.0 Proposal Format

Proposals should be written in a concise, straightforward, and forthright manner. Superficial marketing statements and materials should be avoided.

Proposals should be organized in the following manner, using all forms contained in Appendix A.

### 4.1 Application Software

- 4.1.1 Include narrative description (including principal functions and outputs) of each major application software element in each functional area. Example input and output formats, screens, and user manual level documentation should be included in all proposals.
- 4.1.2 Furnish cost by application (include license or other fees).
- 4.1.3 Identify computer language(s) in which applications will be written.
- 4.1.4 Identify and provide names and telephone numbers of contact persons in local governments in which said application software is installed, operating, and supported by vendor.
- 4.1.5 Furnish narrative description of proposed maintenance/support of application software including methods and associated costs.

4.1.6 Outline method of providing software, e.g., whether software will be developed and by whom, packaged programs, third party, public domain, etc. Specify which application software programs are yet to be developed and which are considered ready for installation. Vendors should not include public domain or third party software unless they include a firm price for custom modification of said software to meet the requirements of the city.

4.1.7 Discuss conditions of use, e.g., restrictions, proprietary rights, etc.

4.1.8 Calculate and include a cost summary in Figures 4, 8, and 9.

For 4.1.2 and 4.1.8 above, firm costs for software must be provided. If software modification is proposed by a vendor, modification costs must be included in the quoted software price.

## 4.2 Hardware

The proposed hardware must be either a 16-bit or larger microcomputer based system, or a minicomputer. In all cases, systems proposed must be interactive, real time, and multi-user and/or multiprogramming.

4.2.1 Describe all hardware elements in the proposed configuration in a brief narrative format, and provide adequate technical information either in the narrative or in supplementary material included in the proposal.

4.2.2 Provide names and telephone numbers of contact persons in local governments in which identical or nearly identical systems are installed, operating, and supported by vendor.

4.2.3 Itemize purchase costs by equipment device, and provide monthly maintenance costs by equipment device.

4.2.4 Itemize lease/purchase costs assuming a five-year time period by equipment device, and provide monthly maintenance costs by equipment device.

4.2.5 Calculate and include a cost summary in Figures 3, 5, 7, 8, and 9.

4.2.6 Vendors shall either include battery backup with their proposed systems (and describe the major characteristics and limitations of the battery backup and provide the cost of the battery backup in the hardware cost tables) or describe in adequate detail the system's restorative capacities, including typical losses of data and files, in the event of a power loss.

4.2.7 Vendors shall propose surge protectors for the CPU, disk drive, and all peripheral devices. Characteristics and limitations of the proposed surge protectors shall be described in the narrative portion of the proposal and their cost included in the hardware cost tables.

#### 4.3 Operating System

Provide a narrative description and adequate supplementary material on the proposed operating system. Emphasis should be placed on the functional capabilities of the system, including utilities, programming aids, report generators, data managers, etc. Cost data should be provided in the narrative and in Figures 3, 5, 8, and 9.

#### 4.4 Training

List and briefly describe recommended training programs. Additional information should include: estimated cost of each program, duration, location, travel, and subsistence cost (if training is not provided in Seward), name of training organization, city staff persons recommended for training (by job title), and frequency and availability of retraining. Cost and other data should be included in Figures 6, 8, and 9.

#### 4.5 Facility and Space Requirements

Discuss in the narrative all environmental considerations and requirements (space, heat, air conditioning, humidity control, electrical circuitry, noise, etc.) including changes required to the proposed facility in Seward to accommodate the proposed system. Present estimated costs of facility preparation in Figures 8 and 9.

#### 4.6 Data Management System (DMS)/Inquiry

Propose a DMS/Inquiry capability. This capability should be described in the narrative and costs presented therein and in Figures 8 and 9 as part of system software.

#### 4.7 Miscellaneous Costs

Present estimated initial costs and number of file storage media, disks, diskettes, tapes, cassettes, etc., and one-time installation charges, if any, in a narrative and display in Figures 8 and 9.

#### 4.8 Development/Testing of Software

Specify the maximum time required (in calendar days) to write or modify proposed application software to meet the city's requirements and to test same for acceptance by the city. Vendors will indicate whether said software is to be developed/written anew or modified from existing packaged, third party or public domain software.

The City of Seward will accept and pay for the system (hardware and software) acquired from the selected vendor only upon the satisfactory performance of the application software as defined in the contract.

#### 4.9 Support

Indicate the number of qualified maintenance personnel located within a reasonable distance of Seward, Nebraska, estimate the average time to make a service call, and indicate the average time to return equipment to normal operating conditions. This time shall be calculated from the time a request for service is made by city personnel.

Also indicate the manner in which application software support will be provided, the pricing arrangement for such support, and the number of qualified personnel and their locations available for such support. This information must be provided for each major application system.

State the preventive maintenance policy, including amount of maintenance recommended, the hours during which it will be provided, and the monthly costs.

If a vendor imposes a maintenance surcharge based on distance from the vendor's maintenance location, this surcharge must be identified in the proposal.

#### 4.10 List of References

Provide a list of local governments currently using the same or similar hardware and application software as contained in the proposals. This list will include the organization name, address, the name and telephone number of the contact person in the organization, and the type of system in use (including both hardware and software). Include or attach this list to Figure 1.

#### 4.11 Sample Contract

The City of Seward will not execute a standard vendor written contract or procurement agreement.

A copy of the city's proposed procurement agreement is attached as Appendix B to this RFP. Vendors must indicate in their proposals their willingness to accept a city written contract.

### 5.0 System Requirements

This section of the RFP provides instructions to vendors for structuring their proposals according to the requirements of the City of Seward. Sufficient processing power, mass storage, and peripheral devices must be available to service all concurrent activities efficiently and economically. Should the system that is selected by the city fail to perform according to the city's requirements as stated herein, and should said failure be determined to be the fault of the vendor, the vendor will be required to provide at no cost to the city any and all enhancements or additions to both hardware and software as may be required to cause effective performance.

#### 5.1 System Constraints

- 5.1.1 Personnel Considerations. The desired system must be capable of being operated by existing personnel. The city does not intend to hire programmers or systems analysts, and operators will be selected from current staff.

Programming changes or modifications must be capable of being accomplished by the original providing vendor since the city does not intend to employ programmers.

- 5.1.2 Data Input and Inquiry. All data entry is expected to be done during normal business hours. Daily inquiries into all files through CRT's or other on-line, interactive terminal type devices can be expected. Proposed systems, therefore, must be capable of handling both input and inquiry functions.
- 5.1.3 File Protection and History and System Backup. In order to safeguard data files, provision must be made for daily backup. Vendors shall describe file protection and backup procedures in the narrative sections of their proposals.
- 5.1.4 File Security. All computer files must be accessible in an interactive mode using CRT's. Security provisions must be established on the system to guard against access to data by unauthorized persons and unauthorized changes to existing data. Such security provisions must be described in the proposal and must include effective auditing procedures.
- 5.1.5 Adequacy. Proposed systems must be of sufficient capability and capacity to allow the effective performance of all of the city's requirements in an on-line, real time, interactive, multi-user, multiprogramming mode.
- 5.1.6 Space Considerations. The CPU, disk drive, and tape drive for the proposed system should be capable of residing in a room of approximately 200 square feet in size.
- 5.1.7 Modularity. The system proposed must have the capability for expansion. Additional main memory, increased mass storage, and additional CRT's and printers and other devices may be needed for future applications. Proposals should address the means, extent, and cost of system expansion both with and without a change of CPU and disk drive(s).

## 5.2 System Hardware

The proposed system configuration must provide for an on-line, real time, multi-user, multiprogramming, interactive operation capable of operation and use by existing city personnel.

Disk must be the primary mass storage medium, and a tape system for backup must be proposed. (Vendors may prepare an alternate to tape for system backup, but this must be succinctly described in their proposals, and cost data must be provided.) The suggested hardware configuration is depicted in Section 7.0 and must be expandable to meet the functional requirements of additional computing that may be implemented in the future by Seward.

Vendors must indicate the nearest location of a backup CPU and disk system. Availability of a backup CPU and disk system, owned either by the vendor, another local government, or a private business, that can be used by Seward in case of the failure of the city's CPU or disk system is a requirement of this RFP for all proposals.

All vendors who propose on-line teleprocessing through a service bureau (or other organization) at a remote location must include all communication requirements and costs (e.g., hardware, software, modem, line, etc.) in their proposals. They must also indicate the nearest backup CPU and disk system in case of failure of the CPU or disk system at their proposed site or of communication with the site.

### 5.3 Operating System

The proposed hardware must have an operating system that supports the requirements listed under hardware, e.g., on-line, real time, multi-user, multiprogramming, and interactive. The system must have a data management/inquiry capability that provides for some user-oriented application program development, maintenance, and operation.

The system must support at least one of the more common programming languages. Multiple language capabilities are desired.

### 5.4 Application Software

#### 5.4.1 General

The performance of the application software has been determined by Seward to be the single most important element of the computer system for which proposals are herewith solicited. Acceptance of and payment for the selected system will be based on the performance of the application software. The application software element(s) that determine system acceptance are presented below under Phase I. The implementation of Phase I is expected to require from six to 12 months after system delivery.

City personnel will be assigned to work with the selected vendor in determining modifications to the application software and also to supervise for the city the implementation of each application system.

#### 5.4.2 Phase I: Immediate Consideration (Months 1-12)

Phase I will consist of implementation of the hardware and software necessary to automate the functions for the city offices listed below.

To the maximum extent practicable, the systems listed below shall be fully integrated, although control of each respective software system and data base must reside with the office responsible for its generation.

1. Financial Management. The automated financial management system for Seward should be fully integrated and designed around a general ledger accounting subsystem. All subsystems should automatically update the general ledger and all other affected subsystems. The financial management system should accommodate



encumbrance accounting and should also accommodate both accrual and cash management practices. It should also be fully integrated. It must include at least the following major subsystems:

- a. Standard (probably existing city) chart of accounts
- b. Budgetary accounting
  - \* line item accounting and budgeting
  - \* departmental accounting and budgeting
  - \* fund accounting and budgeting
  - \* program/project accounting and budgeting
  - \* cash and encumbrance accounting
  - \* accrual accounting
- c. Accounts receivable
  - \* cash collection and control
  - \* cash distribution
  - \* billing/invoicing
- d. Accounts payable
  - \* check preparation
  - \* check reconciliation
- e. Cost accounting
  - \* by fund
  - \* by department
  - \* by line item
  - \* by program/project
- f. Forecasting/modeling/spreadsheet capability
  - \* revenue (all sources)
  - \* expenditures
- g. Vendor files
  - \* by vendor
  - \* by item/category
  - \* by department/division/project
  - \* three-year history
- h. Auditing requirements
  - \* transaction files
  - \* trial balances
  - \* audit trail

## i. Purchasing and inventory

- \* purchase order and requisition issuance and control
- \* inventory control

## j. Capital assets

- \* capital asset inventory
- \* capital asset depreciation
- \* capital improvement budgeting

2. Payroll. The payroll system should function as if it were a stand-alone system but should also be fully integrated into the financial management and personnel systems. The payroll system should accommodate the budgeting, accounting, forecasting, and auditing requirements of the financial management system.

An acceptable payroll system must include at least the following components:

## a. Payrolls

- \* weekly
- \* bi-weekly
- \* semi-monthly
- \* monthly
- \* additional periods
- \* exceptional payroll

## b. Deductions

- \* up to 25 categories of deductions, including all standard deductions
- \* automatic deduction payments to all payees

## c. Types of pay

- \* regular
- \* overtime (three kinds)
- \* military leave
- \* vacation leave
- \* sick leave
- \* workers' compensation
- \* leave without pay (with benefits)
- \* uniform allowance
- \* additional categories as required

## d. Types of benefits (deductions and reporting)

- \* capability to handle up to 20 benefit programs

e. Specific accounting requirements

- \* by line item
- \* by department
- \* by position
- \* by program/project

f. Unemployment compensation, workers' compensation, and injured on duty reporting and payments.

3. Personnel. A proposed personnel management to meet the needs of Seward should be integrated with the financial management and payroll systems and may be either a stand-alone system or a module of the payroll system. The following functions must be included in such a system:

a. Employee file

- \* history on all employees and retirees, including current status and permanent history

b. Applicant file (optional)

- \* history on all applications
- \* one-year history on-line
- \* five-year history off-line

c. Reports

The employee file together with the activity subsystems should be used to generate a variety of required reports and analyses. These should include but not be limited to:

- \* active employees - detailed and summary
- \* retired employees - detailed and summary
- \* affirmative action/EEO
- \* reporting on all benefit programs
- \* safety/injured on duty
- \* position vacancies
- \* positions filled
- \* insurance claims
- \* pension status
- \* job classification
- \* work or performance standards
- \* labor cost comparison and forecasting.

4. Utility Services. The required utility services system, the fourth priority for automation in Seward, should support all utility billing and accounting activities and should include the following subsystems:

- a. Utility billing (budget, estimated, and regular billing)
- b. Cash collection and distribution
- c. Delinquent billing and collection
- d. Connect/disconnect scheduling
- e. Disconnect notices
- f. Meter and route books
- g. Complete accounting system
- h. Ability to establish and modify rates and rate structure without program modifications and programmer intervention.

The utility billing system must handle electric, water, and sewer billing functions although it must also have the flexibility to accommodate other utilities and/or billing functions should they be provided by Seward at some time in the future.

The City of Seward is interested in exploring use of remote devices for use by meter readers to collect and store meter readings for input into the utility billing system. Vendors should indicate whether their proposed system will accommodate such devices, the type(s) of devices available, their functional capabilities, and their costs.

#### 5.4.3 Phase II. Future Consideration

The following applications should be included in vendor's proposals for consideration by Seward. Depending on city priorities, they may be selected for inclusion in the initial installation.

1. Word processing. This shall be a full word processing system, as distinct from a text editor.
2. Data management/inquiry/report generator. The proposed system must have an English language driven data management/inquiry capability that provides at least the following:
  - Limited freedom of word order and syntax for inquiries
  - Generation of user-specified formatted output
  - Sorting capability on a variable number of descending or ascending sort-keys
  - Generation of statistical information from and concerning files

- Selection and sorting of user-specified items for building of new files and for use of subsequent process
- Relational and logical operations
- The capability to inquire across all files and data bases and to generate unique reports therefrom.

### 3. Special assessment collection and accounting.

#### 6.0 City of Seward Information

Location: Seward is located on U.S. Highway 34 at State Route 15, approximately 30 miles west of Lincoln, Nebraska.

1980 Population: 5,713

Government: Mayor/council with city administrator

#### Financial and Related Information:

- Fiscal year is August 1 - July 31
- Annual budget of \$5.1 million
- 4 funds
- 50 employees
- 50 payroll checks per month
- 150 vendors' checks every two weeks
- 2,500 electric utility customers
- 2,000 water utility customers
- 1,800 sewer utility customers
- 4 special assessment districts, 35 accounts

#### Current Automation:

- Burroughs L-9000
- City clerk's office
- Utility billing and basic accounting

## 7.0 Suggested System Configuration

### 7.1 Configuration Summary

#### 1. Initial Configuration

- 1 CPU
- 1 Disk drive
- 1 Tape drive (optional if vendor provides an alternative)
- 1 Line printer
- 1 Receipt printer
- 3 CRT's (or work stations)

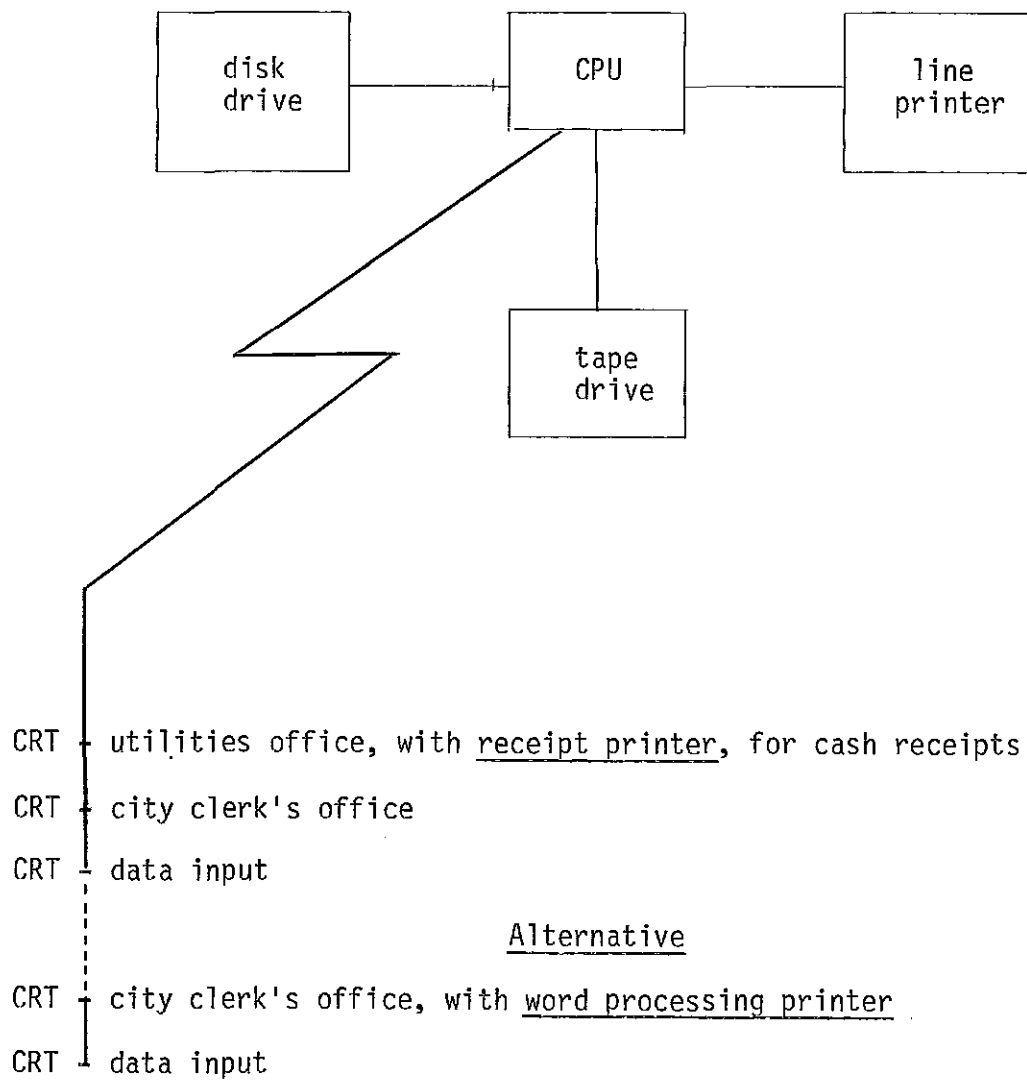
#### 2. Alternate Configuration

Vendors shall indicate the cost of adding the following devices to their proposals. Cost shall include: (a) purchase and lease cost of each device, (b) monthly maintenance cost of each device, (c) additional costs for interfacing each device with the CPU, and (d) costs for additional increments of CPU memory and/or disk storage required to support operation of each device with the application software required in the city's initial configuration as described above.

- 2 CRT's
- 1 Word processing printer

3. Schematic

## Initial Configuration



Appendix A  
Data Presentation Forms



FIGURE 8  
PURCHASE COST

One-time Costs

Hardware	_____
System Software (include costs for operating system, compilers, DMS, etc.)	_____
Application Software	_____
Facility Preparation	_____
Transportation	_____
Training	_____
Supplies (provide estimate for one-year of equipment dependent supplies such as disk packs, ribbons, etc.)	_____
Communication (data sets, modems, lines, etc.)	_____
Other (specify)	_____
Total One-time Costs	_____

Continuing Costs (Monthly)

Maintenance/Support	_____
Hardware	_____
System Software	_____
Application Software (if applicable)	_____
Software License Fee	_____
Communication (data sets, modems, line costs, etc.)	_____
Other (specify)	_____
Total Continuing Costs Per Month	_____
Total Continuing Costs Per Year	_____

Total First Year Costs

Add Total One-time Costs and Total Continuing Costs Per Year	_____
--	-------

FIGURE 7

SYSTEM EXPANSION CAPABILITY AND COST

Component	Minimum Size/Number	Maximum Size/Number	Expansion Increments	Increment Cost	Remarks
CPU					
Disk					
Tape					
CRT(s)					
Printers (types)					
Other (please specify)					

**FIGURE 6**

**RECOMMENDED TRAINING**  
 (Include all recommended training, whether on-site, at vendor location, or elsewhere)

Training Course or Program	Location	Duration	Job Titles and Number of Persons Recommended	Tuition or Registration (cost per person)	Materials and Other Costs (per person)	Travel and Subsistence (per person)	Total Cost
Total							

FIGURE 5

HARDWARE MAINTENANCE

Subsystems or Components to be Maintained	Basic Maintenance Coverage		Extended Maintenance Coverage	
	Monthly Charge	Annual Total	Monthly Charge	Annual Total
Purchase				
Lease				
Total				

Note: Do not include monthly maintenance figure for lease-purchase in lease-purchase cost shown in third column (Lease-Purchase Cost) on Figure 3.

FIGURE 4  
PROGRAMMING

Program Name	One-time Modification Charges, Per Application Package	One-time Installation Charges, Per Application Package	Basic Cost (Purchase)	Monthly Charges			
				Basic Cost (Calculate based on 60 month lease-purchase)	License Fee (if any)	Maintenance Fee (if any)	Total Monthly Cost
Application Software:							
System Software:							
Total							

Note: Please supply current hourly or daily charge for software maintenance: \$ \_\_\_\_\_

FIGURE 3

HARDWARE COST

Component	Quantity Proposed	Purchase Cost	Lease-Purchase Cost 5 Yr. Basis (monthly) (do not include maintenance)	Maintenance (monthly)
CPU and initial memory				
Additional memory				
Operating system				
CRT(s)				
Disk system and initial capacity				
Tape system and speed				
Line printer (model and speed)				
Other printer (model, type, speed)				
_____				
_____				
_____				
_____				
Communication (specify)				
_____				
_____				
_____				
Other items (please specify)				
_____				
_____				
_____				

FIGURE 2

PROPOSED HARDWARE

1. CPU MODEL \_\_\_\_\_
2. Main memory size (K bytes) \_\_\_\_\_
3. Type of memory \_\_\_\_\_
4. Operating system \_\_\_\_\_
5. Spooling capability (yes or no) \_\_\_\_\_
6. Amount of main memory needed for operating system \_\_\_\_\_
7. Amount of main memory needed for each CRT, printer, etc. \_\_\_\_\_
8. CRT: Model \_\_\_\_\_
9. Magnetic tape: Model \_\_\_\_\_ bpi \_\_\_\_\_
10. Disk model \_\_\_\_\_
11. Disk capacity:  
    Fixed \_\_\_\_\_  
    Removable \_\_\_\_\_
12. Printer(s): Model \_\_\_\_\_ (Line Printer) speed \_\_\_\_\_  
    \_\_\_\_\_ (Receipt Printer) speed \_\_\_\_\_  
    \_\_\_\_\_ (Alt. WP Printer) speed \_\_\_\_\_
13. Other Hardware (please specify) \_\_\_\_\_  
    \_\_\_\_\_
14. Communications equipment (please specify) \_\_\_\_\_  
    \_\_\_\_\_

FIGURE 1

GENERAL INFORMATION

VENDOR INFORMATION

Headquarters \_\_\_\_\_ name  
\_\_\_\_\_ address  
\_\_\_\_\_ city, state  
and  
\_\_\_\_\_ zip code  
\_\_\_\_\_ telephone

Office serving  
Seward, Nebraska \_\_\_\_\_ name  
\_\_\_\_\_ address  
\_\_\_\_\_ city, state  
and  
\_\_\_\_\_ zip code  
\_\_\_\_\_ telephone

Date proposed hardware system first announced \_\_\_\_\_

Date proposed hardware delivered \_\_\_\_\_

Total number installed \_\_\_\_\_

Total number installed in local governments \_\_\_\_\_

Current System Users (Local Government User Only)

<u>Configuration</u>	<u>User Name</u>	<u>Address</u>	<u>Telephone</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Vendor's Control Over Product

Do you design \_\_\_\_\_, manufacture \_\_\_\_\_, sell \_\_\_\_\_, service \_\_\_\_\_?



FIGURE 9

5 YEAR LEASE/PURCHASE COST

One-time Costs

5 Year

System Software, if applicable (include costs for operating system, compilers, DMS, etc.)	_____
Application Software, if applicable	_____
Facility Preparation	_____
Transportation	_____
Training	_____
Supplies (provide estimate for one year of equipment dependent supplies such as disk packs, ribbons, etc.)	_____
Communication (data sets, modems, lines, etc.)	_____
Other (specify)	_____
Total One-time Costs	_____

Continuing Costs (Monthly)

Software (total)	_____
(System _____)	
(Application _____)	
Hardware (total)	_____
Maintenance/Support (total)	_____
(Hardware _____)	
(System Software _____)	
(Application Software _____)	
Software License	_____
Communication (data sets, modems, line costs, etc.)	_____
Total Continuing Costs Per Month	_____
Total Continuing Costs Per Year	_____

Total First Year Costs

Add Total One-time Costs and Total Continuing Costs Per Year	_____
--	-------

FIGURE 10

VENDOR'S CONFIGURATION CALCULATIONS  
(for CPU and Disk System)

A. Application Storage Requirements

Application System:\*\* Name: \_\_\_\_\_

- 1. File Name \_\_\_\_\_
- 2. Average Record Size \_\_\_\_\_
- 3. Number of Records (Allow for maximum records to be stored.) \_\_\_\_\_
- 4. Space Required (2 x 3) \_\_\_\_\_
- 5. Program Storage Requirements \_\_\_\_\_

\*\*Repeat the above calculations for each file in the system.

Summary Application Storage Requirements

<u>Application System (Name)</u>	<u>Disk Space</u>
_____	_____
_____	_____
_____	_____
_____	_____

\*\*Complete for all application systems.

B. Operating System and Utilities Storage Requirements

1. Operating System

Name:

Disk Space Required:

2. Utility Programs

Name:

Disk Space Required:

\*\*Repeat for each additional utility program.

Note: For all calculations involving disk space, if a unit other than MB (e.g., sectors) is used, the vendor should provide a method of transposing this unit into MB.

FIGURE 10

(continued)

Summary Storage Requirements for Operating System and Utilities

<u>System</u>	<u>Disk Space</u>	
Name: _____	_____	
Name: _____	_____	
Name: _____	_____	
Name: _____	_____	
Total Disk Space Required		_____

C. CPU Memory

Vendor will explain in sufficient detail using narrative or tabular format the basis of his calculation of CPU memory assuming "average" system use in an on line, real-time, multi-programming mode in which all CRT's and printers are in use performing data entry and manipulation, inquiry, printing, and calculation activities.

FIGURE 11

AFFIDAVIT

State of

County of

Before me, an officer of said State, authorized by law to administer oaths personally  
came (name/company)

who, on oath, says that the attached proposal is submitted independently of any other bid  
or proposal, and that he/she (name/company)

has no interest, directly or indirectly, in any other bid or proposal for said equipment and/or  
services described therein and that he/she (name/company)

will not receive any commission, sum or consideration whatsoever, directly or indirectly,  
from any other party in the event some other party, association, firm, or corporation should  
be awarded the contract or sale for said equipment and/or services for which this proposal  
is submitted.

\_\_\_\_\_  
Signature

Name \_\_\_\_\_

Company \_\_\_\_\_

Sworn to and subscribed before me, this  
the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
(Notary Public or other officer authorized  
to administer oaths)

Appendix B

City of Seward Proposed Contract

CITY OF SEWARD'S PROPOSED CONTRACT  
FOR A DATA PROCESSING SYSTEM

I. GENERAL INFORMATION

A. This Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called \_\_\_\_\_), a corporation duly organized and existing under the laws of the State of Nebraska having its principal place of business at \_\_\_\_\_ with responsibility for this contract with \_\_\_\_\_ and the City of Seward (hereinafter called the City), a body politic and corporate existing under the laws of the State of Nebraska, having its principal business office at Seward, Nebraska.

B. DEFINITIONS

For the purpose of this Contract, the following definitions apply unless specifically defined elsewhere within the Contract.

1. System

The term system includes the hardware, the operating system software/firmware, application software, and supportive programming aids and other elements which have been bid or proposed by \_\_\_\_\_ in their Proposal of \_\_\_\_\_, in response to the electronic data processing requirements set forth in the City's Request for Proposal of \_\_\_\_\_.

2. Acceptance

The term acceptance means acceptance by the City of the system as defined in Sections II.F and III. In no event shall the system be deemed to have been accepted by the City unless both hardware and application software shall perform to the standards established in this Contract, nor shall acceptance of hardware or software alone be deemed to fulfill the requirements of system acceptance.

3. Installation of Hardware

The installation of hardware means the delivery of the hardware at the City specified site and location and the satisfactory completion of standard test procedures by \_\_\_\_\_ and acceptance of the test report verifying the same by the City as described in Section II.F.

I. GENERAL INFORMATION (continued)

- C. This Contract consists of the contents herein with Attachments \_\_ through \_\_ as listed in Section \_\_.
- D. No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representatives of both \_\_\_\_\_ and the City.
- E. This Contract shall be governed by and construed in accordance with the laws of the State of Nebraska.
- F. Each party agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect.
- G. If any term or provision of this Contract shall be found to be illegal or unenforceable under any applicable state law, then notwithstanding, the remaining provisions of this agreement shall remain in full force and effect and such term or provision shall be stricken.

II. HARDWARE

A. PURCHASE (OR LEASE)

\_\_\_\_\_ agrees to sell and the City agrees to buy the hardware specified in Attachment A. For purposes of this agreement, the original manufacturer of the hardware equipment is \_\_\_\_\_.

B. PRICE

The purchase price for the hardware shall be as specified in Attachment A, and payment shall be made according to the schedule set forth in Attachment D.

C. PREPARATION OF SITE

1. No later than the scheduled delivery date, the City shall ready the site for installation of the hardware in general conformity to \_\_\_\_\_'s Site Preparation Plan, said plan being Attachment K to this Contract.
2. The City may elect not to comply fully with the provisions of said Site Preparation Plan; however, in such event, the City assumes the responsibility for any failure of the system to operate as a result of environmental conditions. The City shall be responsible for maintaining the operating environment.

II. HARDWARE (continued)

D. INSTALLATION

The City shall furnish all labor required without additional charge for normal unpacking and placing the hardware at the site. The hardware shall be installed by \_\_\_\_\_ at the City's site, which installation shall include successful operation of the hardware using standard test procedures established by \_\_\_\_\_.

E. WARRANTY

1. \_\_\_\_\_ warrants to the City full ownership rights, exempt from all privileges or charges.
2. \_\_\_\_\_'s warranty on the hardware is provided in Attachment M to this Contract. In the event of a conflict between this Contract and the \_\_\_\_\_ warranty, this Contract shall be deemed to supersede, unless otherwise specifically noted herein.
3. \_\_\_\_\_ warrants to the City and hereby agrees to hold harmless and indemnify the City for all damages resulting from patent or copyright infringement claims and assumes the responsibility of protecting itself with reference to any and all such claims.
4. \_\_\_\_\_ warrants that the hardware, system software, programming aids, and application software and all other elements bid or proposed by \_\_\_\_\_ as part of the system are free and clear from any and all liens and encumbrances not set out herein.
5. \_\_\_\_\_ warrants the hardware to be new and unused, and upon acceptance, free from defects in materials, workmanship, and operating failure from ordinary use. This warranty shall be for a period of ninety (90) days after acceptance by the City. This warranty shall be limited solely to correcting such defects or failures without charge. \_\_\_\_\_ may, at its option, repair or replace the defective hardware. The City agrees to notify \_\_\_\_\_ promptly of any defect or failure. This warranty shall be further conditioned upon the City's proper use, management, and supervision of the hardware.



## II. HARDWARE (continued)

6. \_\_\_\_\_ warrants the system software, programming aids, and application software perform according to the City's Request for Proposal, dated \_\_\_\_\_, and \_\_\_\_\_'s Proposal dated \_\_\_\_\_, as modified, which proposal is included in Attachment I hereto, for the life of the system or for the term of this Contract, whichever period is longer, provided that any and all modifications are made or authorized by \_\_\_\_\_.

### F. ACCEPTANCE OF HARDWARE

Satisfactory completion of \_\_\_\_\_'s standard test procedures and an acceptance test report verifying same, signed by \_\_\_\_\_'s representative and a representative of the City, whose signature will not be unreasonably withheld, will be sufficient to establish acceptance of the hardware. The date of execution by said parties of said report shall be the date of acceptance of the hardware. Acceptance of the hardware alone by the City shall not constitute acceptance of the system, which acceptance is defined in Section I.B.2.

### G. INITIAL HARDWARE CONFIGURATION

\_\_\_\_\_ shall be liable for the operational adequacy of the central processing unit and the disk storage system to support complete installation and effective operation of all application software purchased under this Contract, and for all data and historical files necessary to support said software, the operating system, and the system utilities in an on-line, real time, multi-programming environment. Should the capacity of the central processing unit and/or the disk storage system be found to be inadequate to support the same at any time during installation of the said software, \_\_\_\_\_ at no cost to the City shall add such additional increments of central processing unit memory and/or disk system as may be required to provide an effective remedy thereto.

## III. STANDARDS OF PERFORMANCE AND ACCEPTANCE OF SYSTEM

- A. \_\_\_\_\_ shall certify in writing to the City when the system, including hardware, system software, programming aids, and the initial application software program or program elements, is installed and

III. STANDARDS OF PERFORMANCE AND ACCEPTANCE OF SYSTEM  
(Continued)

ready for use. CRT's are not considered major components unless the system consists only of one CRT. The initial application software program to be used for the acceptance testing of the system consists of the

---

- B. The performance period, which shall be a period of thirty (30) consecutive calendar days, shall commence on the first workday, or thereafter as mutually agreed, following the certification required by Paragraph A above, at which time hardware operation control becomes the responsibility of the City.

If the system operates at an average up-time effectiveness of 95 percent or more for a period of thirty (30) consecutive days from the commencement date of the performance period, it shall be deemed to have met the City's standard of performance, and said thirty (30) day period shall constitute a successful performance period. It is not required that one thirty (30) day period expire in order for another such period to begin.

The average up-time effectiveness level is a percentage figure determined by dividing the total operational use-time by the total operational use-time plus associated down-time. In addition, the system shall operate in conformance with published specifications applicable to such hardware, system software, and application software. Measurable performance time shall be considered normal working hours as defined by the City.

- C. During the acceptance performance period, all rerun time resulting from hardware failure, software failure, and preventive maintenance time shall be excluded from performance period hours. Hardware failure down-time shall be measured by those intervals during the performance period between the time that \_\_\_\_\_ is notified of hardware failure and time that the hardware is returned to the City in operating condition exclusive of actual travel time, not in excess of three (3) hours per call on which such service is requested.

Software failure shall be measured by those intervals during the performance period in which the hardware is not 100 percent operational due to failure of either system or application software.

III. STANDARDS OF PERFORMANCE AND ACCEPTANCE OF SYSTEM  
(continued)

- D. During the acceptance performance period a minimum of seventy-five (75) hours of operational use time shall be required as a basis for computation of the average effectiveness level. However, in computing the effectiveness level, the actual number of operational use hours shall be used when in excess of the minimum stated above. When it is evident that the actual operational hours that will be accumulated during the performance period will be less than seventy-five (75) hours, the same may be supplemented using \_\_\_\_\_'s diagnostic routines or simulated production operation in order to provide a total of seventy-five (75) hours.
- E. \_\_\_\_\_ shall not be responsible for the tasks of the City which are incomplete, including but not limited to data base building, which may impede the proper testing of the application software. If the actual data base is not complete, \_\_\_\_\_ may supply a test data base for acceptance testing until the City completes its data base building. Under no circumstances shall acceptance testing be delayed by actions of the City which are incomplete.
- F. When a system involves on-line equipment which is remote from the basic installation, the required effectiveness level shall apply separately to the system and to each remote site.
- G. Within five (5) days of successful completion of the performance period, the City shall notify \_\_\_\_\_ in writing of acceptance of the system. Within thirty (30) days of said notification, the City shall make payment to \_\_\_\_\_ in the amount indicated in Attachment D for those elements of the system, including hardware, system software, and application software or software elements, which shall have been accepted. The same shall be defined pursuant to Attachment C.
- H. If the performance period is not successfully completed within thirty (30) days, the City may at its sole discretion extend the performance period for not more than two (2) additional thirty (30) day periods or exercise one of the options provided in Section III.I.
- I. If the performance period is not successfully completed within ninety (90) days of the installation date, the City may at its sole discretion exercise one or more of the following options:

III. STANDARDS OF PERFORMANCE AND ACCEPTANCE OF SYSTEM  
(continued)

1. Terminate the Contract.
2. Demand that \_\_\_\_\_ install a replacement system or major elements of the system which shall become subject to all acceptance testing criteria.
3. Continue acceptance testing, and/or
4. Pursue any other available legal remedy.

J. \_\_\_\_\_ shall pay for all inbound and outbound preparation and shipping costs for equipment returned pursuant to Section III.I and shall assume full liability for damage to any equipment so returned.

K. In no event shall payment be due for any part of the system, and in no event shall the system be deemed accepted until the standards established in this section have been met.

IV. APPLICATION SOFTWARE

A. LICENSE AGREEMENT

\_\_\_\_\_ hereby grants to the City the perpetual nonexclusive right to use the software delivered pursuant to this Contract, as defined in Attachment B, and the City agrees to compensate \_\_\_\_\_ for this right pursuant to the requirements of the Contract for software performance. \_\_\_\_\_ shall retain full ownership rights to the software, and the City shall have no rights to the software, or any changes made therein by \_\_\_\_\_, except as specifically provided for in writing, such consent not to be unreasonably withheld. \_\_\_\_\_ hereby agrees that the City's use of the software may involve the preparation of data and reports for the City and for other affiliated and related organizations. \_\_\_\_\_ hereby agrees to permit the City to make copies of the software for back-up purposes. The City hereby agrees not to remove from any copies of the source version of the software any statements appearing therein concerning copyrights and proprietary rights. The City further agrees to take such other reasonable steps as \_\_\_\_\_ may request from time to time in order to protect \_\_\_\_\_'s rights and the City's rights in the software. The City may not sell, lease, transfer, assign, or license the software to a third party without prior written permission from \_\_\_\_\_.

#### IV. APPLICATION SOFTWARE (Continued)

The City hereby acknowledges that similar software may be sold or leased by \_\_\_\_\_ or its licensee or franchisee to other users. The sale of the software by \_\_\_\_\_ to the City includes a clear title to the copy of the software with a nonexclusive right of the City to use the same, which clear title and nonexclusive right to use \_\_\_\_\_ agrees, at its sole expense, to warrant and defend forever.

#### B. INTELLECTUAL PROPERTY

##### 1. Definitions -

- a. Program shall mean instructions designed to achieve a certain result, whether denominated software or firmware, wherever resident and on whatever media and all related documentation furnished to the City.
- b. Programming Services shall mean creating a program or modifying an existing program to perform particular functions or to function in a particular manner for the City.
- c. \_\_\_\_\_ Intellectual Property shall mean 1) all programs furnished by \_\_\_\_\_ whether specifically licensed or furnished as part of equipment rented or purchased and software services for them, except for programs provided through Programming Services, and 2) all other material furnished by \_\_\_\_\_ and any copies of it relating to the use and service of equipment, including the information contained therein.

2. \_\_\_\_\_ Intellectual Property shall remain confidential and the proprietary property of \_\_\_\_\_ and is furnished to the City only on a license basis. The City agrees to continue to treat it as such, except such as may be established to be in the general public domain or which the City may be required to disclose pursuant to judicial or governmental action. The City shall acquire no rights in \_\_\_\_\_ Intellectual Property except as defined in Section IV.A. The City shall not use or cause to be used any \_\_\_\_\_ Intellectual Property for the benefit of any other party whether or not for a consideration unless otherwise agreed. The City shall not sublicense, sell, rent, loan, disclose or

IV. APPLICATION SOFTWARE (Continued)

otherwise communicate, make available, or assist any unauthorized third party to use \_\_\_\_\_ Intellectual Property or any part or modification thereof or make it available to any person not in the employment of the City. The City shall make no copies of \_\_\_\_\_ Intellectual Property except for back-up purposes without the prior written consent of \_\_\_\_\_. The City shall take all reasonable precautions to maintain the confidentiality of \_\_\_\_\_ Intellectual Property, but not less than that employed to protect its own proprietary information unless otherwise agreed to by \_\_\_\_\_ in writing. As to copies made by the City with the consent of \_\_\_\_\_, the City agrees to duplicate and include \_\_\_\_\_'s copyright notice and any \_\_\_\_\_ proprietary notice on all copies, including copies in machine readable form, and to maintain records of the location of copies of programs.

\_\_\_\_\_ shall have and may cumulatively exercise all rights as it might have at law or in equity for the protection of \_\_\_\_\_ Intellectual Property, including an injunction enjoining the breach or threatened breach of this section.

3. The City shall be the owner of any and all products developed by Programming Services, but \_\_\_\_\_ may retain copies, disclose and further use the product of the services. The City's programs, except those furnished by \_\_\_\_\_, reports, printouts and other data generated by a program (except a compiler), are not products of Programming Services for purposes of this subsection.

C. DESIGNATION OF REPRESENTATIVES

The City agrees to designate one person, acceptable to \_\_\_\_\_, to represent the City and help coordinate the City's personnel during the design, development, installation, and warranty period of the system.

\_\_\_\_\_ agrees to designate one person, acceptable to the City, to represent \_\_\_\_\_ and help coordinate \_\_\_\_\_'s personnel during the design, development, installation, and warranty period of the system.

IV. APPLICATION SOFTWARE (Continued)

D. WORKING SPACE

The City agrees to provide \_\_\_\_\_ with sufficient working space and sufficient access to the system during normal business hours, as defined by the City, so that \_\_\_\_\_ may install and maintain the system.

E. SOFTWARE DEVELOPMENT AND INSTALLATION

1. Application software, as defined in the City's Request for Proposal and in \_\_\_\_\_'s Proposal and listed in Attachment B, will be developed, modified, and installed by \_\_\_\_\_ in accordance with a mutually accepted time schedule and as set forth in Attachment C.
2. \_\_\_\_\_ and the City will meet no later than ten (10) days following the approval of this Contract by the City to develop the specifications for custom modification of all application software purchased under this Contract to be installed by \_\_\_\_\_. Said specifications will be completed based upon the written implementation plan agreed to by both \_\_\_\_\_ and the City and included herein as Attachment G.2 providing it does not extend the development of specifications for software modifications beyond nine (9) months from the approval of the Contract.
3. \_\_\_\_\_ agrees to make all necessary modifications to all application software purchased under this Contract as may be required by the City in the specifications developed under Paragraph 2 above. If the modifications required by the City necessitate major programming changes, \_\_\_\_\_ may impose a reasonable surcharge over the basic software cost contained in this Contract. Prior to making any major programming changes, \_\_\_\_\_ shall notify the City in writing of the nature, extent, and cost of said changes. If the City shall approve of said changes at the cost quoted by \_\_\_\_\_, the City shall signify its approval in writing to \_\_\_\_\_. In no event shall \_\_\_\_\_ proceed with a major programming change without the written approval of the City.
4. If \_\_\_\_\_ and the City are unable to agree upon specifications for custom modification of all application software purchased under this Contract as required under Paragraph 2 above,

IV. APPLICATION SOFTWARE (Continued)

neither the City nor \_\_\_\_\_ shall have any further obligations hereunder, and any specifications, programs, or other material theretofore supplied to the City shall be returned to \_\_\_\_\_ . In said event, this Contract shall be null and void, and all deposits on hardware and software made by the City shall be returned to the City by \_\_\_\_\_ within thirty (30) days; and no later than ten (10) days thereafter the City, at its cost, shall return all hardware and software to \_\_\_\_\_ .

F. FAILURE TO DELIVER APPLICATION SOFTWARE

A failure to deliver any component of the application software purchased under this Contract, including a program or program element, documentation, or installation support, shall be deemed to be a total failure to deliver, and the said component shall not be deemed delivered until all its elements are delivered. If such failure to deliver persists for more than thirty (30) days after the scheduled delivery date, the City shall have the right to cancel the Contract or to exercise any of the options prescribed in Section III.I.

G. ACCEPTANCE OF APPLICATION SOFTWARE

1. After delivery and upon completion of installation and acceptance testing of each application software program or program element, \_\_\_\_\_ shall certify in writing to the City that the program or program element as outlined in Attachments B and C has been properly installed and is ready for use.
2. For thirty (30) consecutive calendar days after said certification, the City will use the program or program element in accordance with its normal operating procedures to insure that the software:
  - a) Will operate in accordance with \_\_\_\_\_'s specifications and specifications for custom modification as set forth in Attachments G.1 and G.2.
  - b) Does not exceed the facilities usage limits as required under Section II. G.
  - c) Will run on a repetitive basis on a variety of data without failure.
  - d) Includes the support, documentation, and training necessary to meet the requirements of Sections VIII, IX, and XV.



IV. APPLICATION SOFTWARE (Continued)

3. All standards of performance and measures of performance, as well as requirements for \_\_\_\_\_ to assure satisfactory software installation and the City's options in the event of \_\_\_\_\_'s failure to so install, which are set forth in Section III of this Contract regarding installation of initial software and testing and acceptance of the said software and the system provided by \_\_\_\_\_ hereunder, shall apply to Section IV.F regarding installation and acceptance of application software or software elements.
4. If an application software program or program element meets the acceptance test, the City shall notify \_\_\_\_\_ in writing no later than five (5) days after completion of said test that the application software is accepted and that the terms for payment shall commence.
5. In the event that an application software program or program element fails to meet either the specification established in Attachments G.1 and G.2 or the acceptance test, the City shall so notify \_\_\_\_\_ in writing and shall describe the particular reasons for the said failure, and \_\_\_\_\_ shall either:
  - a) Modify or adjust the software to meet the specifications or acceptance test.
  - b) Replace or add components as may be necessary to make the software meet the specifications or acceptance test.
  - c) Reduce the price, at the option of the City, by any amount to be mutually agreed upon. If no reduction can be agreed to within five (5) working days after the City requests the same, \_\_\_\_\_ shall perform under Paragraphs a) or b) above.
6. Upon written notice to the City by \_\_\_\_\_ of any adjustment modifications, repair, or replacement of the said program or program element, a second performance period will begin. If the software fails to meet either the specifications or acceptance criteria, the City shall have the right to require \_\_\_\_\_ to perform under Paragraph 5 above, which remedy shall be nonexclusive.

IV. APPLICATION SOFTWARE (Continued)

7. In no event shall payment be due for any application software program or program element and in no event shall the software be deemed fully installed and accepted until the specifications established in Attachments G.1 and G.2 and the criteria for the acceptance test established in Sections III and IV.F have been met.
8. \_\_\_\_\_ shall pay for inbound and out-bound preparation and shipping costs for all application software programs or program elements returned pursuant to this section and shall be liable for all damages which may occur to such program or program elements as result of such preparation and shipping.

H. WARRANTY AND LIMITATION OF LIABILITY:

1. \_\_\_\_\_ warrants that all computer programs and systems purchased or otherwise acquired for use by the City under this contract will perform as per program or system specification as described in Attachments G.1 and G.2 so long as they are operated in accordance with the oral and/or written instructions of \_\_\_\_\_. In the case of oral instructions, the same shall be provided to the City in writing by \_\_\_\_\_ within five (5) days of oral communication.
2. \_\_\_\_\_ warrants without regard to time that application software and custom modifications to application software purchased under this Contract will perform as specified in Attachments G.1 and G.2.
3. This warranty shall terminate immediately if such programs are modified in any manner whatsoever by the City, its users, agents, legal representatives, or assigned successors in interest without the written permission of \_\_\_\_\_.
4. \_\_\_\_\_'s obligations and liabilities under this warranty shall include correction of computer programs to perform as specified and liability for any incidental or consequential damages with regard to such a warranty.

IV. APPLICATION SOFTWARE (Continued)

5. The City is responsible to exercise good business practices, procedures, and control to monitor the software performance, and to notify \_\_\_\_\_ immediately upon verifying any system defects.

I. \_\_\_\_\_ APPLICATION SOFTWARE SUPPORT

\_\_\_\_\_ shall provide maintenance and support for all application software acquired hereunder by the City for six (6) years or for the life of the system whichever shall come first. The agreement for software support is found in Attachment L hereto.

V. LIQUIDATED DAMAGES AND TERMINATION PRIOR TO DELIVERY

A. In the event of a delay in delivery, and in addition to and not in limitation of any other rights or remedies of the City, \_\_\_\_\_ shall pay to the City the sum of \$150 for each day of such delay in delivery as agreed liquidated damages.

B. Any delay in delivery of the hardware or software or any component or group thereof in excess of sixty (60) days beyond the scheduled delivery date therefore as provided in Attachment C shall be considered irreparable delay, and thereupon the City shall have the right to cancel this Contract. If the City shall, at its option, elect to excuse such irreparable delay, the City shall do so in writing to \_\_\_\_\_ and therein shall stipulate a substitute delivery date.

VI. SHIPPING CHARGES, INSTALLATION RELOCATION, AND RETURN OF EQUIPMENT

A. Shipments to and from the installation site shall be made by padded van or air freight prepaid by \_\_\_\_\_. Such prepaid charges will be invoiced by \_\_\_\_\_ for reimbursement by the City, except as otherwise provided herein.

Transportation charges, regardless of point of origin or destination of the hardware, shall not exceed the cost of shipment between the City's location and the location of \_\_\_\_\_'s nearest plant of manufacture from which or to which hardware of that type is shipped or the location of \_\_\_\_\_'s warehouse facilities in which hardware of that type is normally stored, whichever is the lesser.

VI. SHIPPING CHARGES, INSTALLATION RELOCATION, AND RETURN OF EQUIPMENT (Continued)

- B. \_\_\_\_\_ shall bear the cost of transportation whenever the hardware is shipped for mechanical replacement purposes unless the replacement is due to the fault or negligence of the City, in which case the City shall pay such transportation costs.
- C. When hardware is moved for mechanical replacement purposes, \_\_\_\_\_ shall pay packing and shipment costs, unless the replacement is due to the fault or negligence of the City, in which case the City shall pay such packing and shipment costs incurred at the City's location.
- D. \_\_\_\_\_ shall be liable for all damages to the system or any element thereof until the system is delivered to the City's facilities and received by the City.
- E. Upon delivery of the hardware to the City's designated installation site, the City shall signify receipt of the same in writing.

VII. PRICE PROTECTION

- A. If, at the time of delivery, the established purchase price for any item of hardware or software delivered hereunder shall be less than the price for such hardware or software as specified herein, this Contract shall be deemed to provide said lower price. If said price shall be higher, the price set forth herein shall prevail.
- B. Prices given in Attachment F for hardware maintenance services shall not be increased for a period of twelve (12) months after the end of the warranty period of the hardware. Thereafter, such prices may be increased by not more than the published Consumer Price Index increase or the average increase in wages in the United States for the previous year, whichever is the lesser.

The provisions of this section will also apply to the software maintenance agreement between the City and \_\_\_\_\_ provided in Attachment L hereto.

VIII. PERSONNEL SUPPORT

\_\_\_\_\_ agrees to furnish the City such on-site support during the installation of application software purchased under this Contract as may be required to insure the successful installation of the system.

IX. DOCUMENTATION

- A. \_\_\_\_\_ will furnish to the City the following documentation as part of the application and system software which will be in a form and substance comparable to materials generally used in the industry.
1. User manuals for all application software programs or program elements.
  2. Operating system manuals.
  3. Operating manuals (component operating manuals).
  4. ANSI COBOL IV programming manuals.
  5. Application program source code.
  6. Application software documentation (including documentation of all custom modifications.)
- B. \_\_\_\_\_ agrees to furnish to the City any changes or modifications to the above listed materials as part of this Contract at current material and handling cost.

X. CONTRACT DISPUTE

Any dispute under this Contract which shall be the subject of litigation shall be filed exclusively in a court of competent jurisdiction in the City of Seward, State of Nebraska.

XI. HARDWARE MAINTENANCE

Hardware maintenance will be performed under the terms and conditions of the Hardware Maintenance Contract between the City and \_\_\_\_\_ as set forth in Attachment F.

XXI. MAINTENANCE RESPONSE TIME

- A. \_\_\_\_\_ agrees to respond via telephone to any City request for hardware or software maintenance within one hour so long as said request shall have been made by the City during regular working hours. Regular working hours are defined herein as \_\_\_\_\_ to \_\_\_\_\_, Monday through Friday, except for such holidays as may be approved by the City.
- B. \_\_\_\_\_ agrees to respond on-site within four hours to any City request for maintenance that may require on-site service, so long as said request was made by the City during normal working hours.
- C. Any City request for maintenance made later than 3:00 p.m. may be responded to by \_\_\_\_\_ by 9:00 a.m. the following regular work day morning.

XXI. MAINTENANCE RESPONSE TIME

D. Failure by \_\_\_\_\_ to achieve the response times set forth herein shall result in the withholding by the City of one one-hundred and seventy-third (1/173) of its monthly payment to \_\_\_\_\_ for such maintenance for each hour \_\_\_\_\_ is deficient. This clause shall not preclude the City from exercising any other legally available remedy to secure performance or recover damages from \_\_\_\_\_.

XIII. TAXES

Upon demand, the City shall pay for any sales, use, or excise taxes which shall arrive in connection with or as a result of this Contract. \_\_\_\_\_ agrees to notify the City of any notices to pay such taxes and to hold such payment until the City has exhausted any remedies available to avoid such payments or until the allowable payment period is within ten (10) business days of expiration.

XIV. DELIVERY

- A. The City and \_\_\_\_\_ will mutually agree upon a schedule for delivery and installation of hardware, operating system software, application software, and programming aids.
- B. Said schedule shall be developed and the parties shall concur in it no later than thirty (30) days after acceptance of this Contract by the City. Said schedule shall be included in this Contract as Attachment C.
- C. Except with respect to defaults of subcontractors, \_\_\_\_\_ shall not be liable for delays in delivery arising from causes beyond the control and without the fault or negligence of \_\_\_\_\_.

XV. TRAINING

- A. Training of all City personnel will be accomplished on-site unless otherwise agreed upon in writing by the City and \_\_\_\_\_. At a minimum the training will include:
  - 1. Twelve (12) hours [three (3) formal, nine (9) practical] of training for all user personnel on Ask, Reportwriter, and Inquiry/Report generation capabilities of the software.

XV. TRAINING (Continued)

2. Twelve (12) hours [three (3) formal, nine (9) practical] of training for all user personnel on the use of the programming aids available on the system.
- B. The above listed training will be available to the City for a period of twelve (12) months after acceptance of the system.
- C. In addition to the training provided pursuant to Paragraph A above, \_\_\_\_\_ shall provide such on-site training as may be required to enable the City personnel to operate effectively all such application software as shall be purchased by the City and installed by \_\_\_\_\_ under this Contract.
- D. The City will certify in writing to \_\_\_\_\_ that training has been completed no later than five (5) days after completion of each training element, including both the training provided under Paragraph A above and each element of training associated with the installation of an application software program or program element.
- E. If \_\_\_\_\_ shall fail to perform the training required under Paragraph A above within ninety (90) days of written request for the same by the City, \_\_\_\_\_ shall pay the City such liquidated damages as will equal the cost to the City of acquiring said services from a third party.
- F. If \_\_\_\_\_ shall fail to perform the training required under Paragraph B above within sixty (60) days of the date specified in Attachment C for the installation of an application software program or program element:
1. The application software program or program element shall be considered not delivered under the meaning of Section IV. E.
  2. The City shall have no obligation to pay \_\_\_\_\_ for the said program or element.
  3. The City shall, at its sole option, demand in writing that \_\_\_\_\_ perform hereunder by a certain date, which remedy shall be nonexclusive.

XVI. PAYMENTS

Payment by the City will be made according to the payment schedule provided in Attachment D.

XVII. ASSIGNMENT

A. Without \_\_\_\_\_'s prior written consent, the City shall not (1) assign, transfer, pledge, hypothecate, or otherwise dispose of this Contract or any interest therein, or (2) sublet or lend the system or permit it to be used by anyone other than employees of the City.

B. Without the prior written consent of the City, \_\_\_\_\_ shall not assign or transfer its obligations under this Contract to any other party for performance by said other party. Upon such assignment or transfer, the rights, duties, and obligations of this Contract shall become the rights, duties, and obligations of the entity or entities to whom they shall be assigned.

XVIII. TERMINATION

This Contract may be terminated by the mutual consent of the parties hereto.

XIX. NON-FUNDING CLAUSE

In the event the City for reasons of financial exigency shall fail to appropriate funds to make payments for the system as stipulated in Section XVI hereof, the County shall have no further financial obligation to \_\_\_\_\_ for the system, and the City shall retain no ownership rights in the system.

Within fifteen (15) days of a decision not to appropriate funds, the City shall notify \_\_\_\_\_ in writing. \_\_\_\_\_ shall make arrangements to remove the system from City premises in and less than fifteen (15) days thereafter. All costs associated with said removal will be paid by the City.

\_\_\_\_\_ agrees that in the event of non-funding by the City, its sole action is limited to removal of the system from City premises. The City agrees that in the event of a non-funding it will neither budget nor spend any funds on automated data processing for any City activities for a period of twelve (12) calendar months following said decision.



XX. BACK-UP

It will be the responsibility of \_\_\_\_\_ to assist the City in locating and coordinating a suitable and acceptable back-up in the event the system goes down.

XXI. CONTRACT ATTACHMENTS

The following attachments are incorporated in and made an integral part of this Contract, the same as if specified herein verbatim:

- Attachment A - Hardware Configuration and Cost
- Attachment B - Application Software and Cost
- Attachment C - Hardware and Application Software Installation Schedule
- Attachment D - Payment Schedule
- Attachment E - Opinion of City's Legal Counsel
- Attachment F - Hardware Maintenance Contract
- Attachment G.1 - Application Software Documentation
- Attachment G.2 - City's Specifications for Custom Modification to Software
- Attachment H - City's Request for Proposal of \_\_\_\_\_
- Attachment I - Proposal of \_\_\_\_\_
- Attachment J - Modifications to \_\_\_\_\_'s Proposal
  - a. Revised Figure 8
  - b. Contracts
  - c. Memo
- Attachment K - \_\_\_\_\_'s Preparation Plan
- Attachment L - Software Maintenance Agreement
- Attachment M - Hardware Warranty