



**Request for Proposal Response
#19-2014**

**enQuesta: Utility Billing
Customer Information System**

enQuesta 5R
Customer Out**REACH** • **REDIFINED** Business Intelligence • SmartGrid **READINESS**
RECOVERY Strategies & Enhanced Technology • **REVITALIZED & RESPONSIVE** Design

Systems & Software
426 Industrial Avenue, Suite 140
Williston, VT 05495
(802) 865-1170
www.ssivt.com



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SIGNED LETTER OF TRANSMITTAL

January 12, 2015

Todd Slatin, Purchasing Director
Lexington-Fayette Urban County Government
Division of Central Purchasing, Rm 338, Government Center
200 East Main St.
Lexington, KY 40507

Re: Utility Billing System and IVR

Thank you for allowing Systems & Software, Inc. (S&S) the opportunity to respond to the Lexington-Fayette Urban County Government’s (LFUCG) RFP for Utility Billing and IVR Systems. This proposal outlines our solution in meeting or exceeding the CIS and IVR system and services needs of your organization.

S&S’s single focus is on delivering horizontally and vertically scalable customer service solutions to the utility industry. Our reputation is one of market-leading software, exceptional solution delivery, and a customer-focused organization. S&S stands behind this proposal, our enQuesta Solution Suite, and our empowered employees that will implement the system at LFUCG. Thereby we understand and commit to this proposal which outlines the delivery of licensed software, hardware, professional services, and travel necessary to install our enQuesta CIS Solution Suite. We will be bidding with Selectron to provide the IVR solution that LFUCG desires, with System Innovators to provide cashing functionality, and with Consultant on the Go to provide organizational change management and meet the LFUCG’s MWDDBE requirement. Should we be selected as your vendor partner for this project, S&S will act as the prime contractor for the entire project.

Name of Corporation:	Systems & Software, Inc.
Solution:	enQuesta 5R
Mailing Address:	426 Industrial Avenue, Suite 140
Phone/Fax Numbers:	802-865-1170 Fax: 802-865-1171
City/State/Zip Code:	Williston, Vermont 05495

Name of Corporation:	Selectron
Solution:	Selectron IVR
Mailing Address:	12323 SW 66th Ave
Phone/Fax Numbers:	502-443-1400 Fax: 503-443-2052
City/State/Zip Code:	Portland, OR 97223

Name of Corporation:	System Innovators
Solution:	iNovah
Mailing Address:	10550 Deerwood Park Blvd. Ste 700
Phone/Fax Numbers:	800-963-5000 Fax: 904-281-0075
City/State/Zip Code:	Jacksonville, FL 32256



LFUCG

January 12, 2015
Page 2

Name of Corporation:	Consultant on the Go, LLC.
Solution:	Organizational Change Mgmt.
Mailing Address:	1061 Devils Backbone Rd
Phone/Fax Numbers:	513-223-5899 Fax: 513-295-5251
City/State/Zip Code:	Cincinnati, Oh 45233

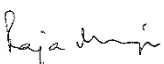
For purposes of this process, the following person will be authorized for all contact and correspondence and negotiations related to this proposal:

Systems & Software, Inc.	
Contact:	Sean D. Dunphy, Vice President, Sales
Email:	Sean.Dunphy@ssivt.com
Cell Number:	802-233-2958
Office Number:	802-865-1170
Fax:	802-865-1171

S&S believes in long-term relationships with our customers. Indeed, many of our customers have partnered with us for nearly two decades. We look forward to working with you throughout the vendor selection process to demonstrate why our customers place their trust in us.

I give you my personal guarantee that if selected as your CIS vendor of choice, you will experience your own enQuesta success story.

Sincerely,


Raja Mukherjee
Executive Vice President, General Manager
Systems & Software, Inc.



LFUCG REQUIRED FORMS

Attached are the forms required by LFUCG's RFP. They include:

1. **Workforce Analysis Form**
2. **Affirmative Action Plan/MWDBE Participation Form**
3. **Notarized Affidavit**
4. **Equal Opportunity Agreement**
5. **General Provisions**

WORKFORCE ANALYSIS FORM

Name of Organization: Systems & Software, Inc.

Date: 1 / 5 / 2015

Categories	Total	White		Latino		Black		Other		Total	
		M	F	M	F	M	F	M	F	M	F
		Administrators									
Professionals	76	44	29					2	1	46	30
Superintendents											
Supervisors											
Foremen											
Technicians											
Protective Service											
Para-Professionals											
Office/Clerical											
Skilled Craft											
Service/Maintenance											
Total:	76	44	29					2	1	46	30

Prepared by: Shawn Drew, Sales Support



Name & Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # 19-2014

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

_____ Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not

less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

Provided the interested MWDBE firm with adequate and timely information about the plans, specifications, and requirements of the contract.

Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.

_____ Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Systems & Software, Inc.

Company

01/07/2015

Date

Sean Dunphy / Sean Dunphy

Company Representative

Vice President, Sales

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 19-2014

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name <u>Systemic Software, Inc.</u>	Contact Person <u>Sean Dunphy</u>
Address/Phone/Email <u>426 Industrial Ave, Williston, VT</u> <u>802 488 8419</u> <u>Sean.Dunphy@ssvt.com</u>	Bid Package / Bid Date <u>19-2014 / JANUARY 13, 2015</u>

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female
Cincinnati, Ohio	Priga Klocak	513-223 5899	11/19/2014	DCM, user adoption consulting	phone & email	199,250.00 (see below)	Female

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Systemic Software, Inc.
Company

Sean Dunphy / Sean Dunphy
Company Representative

01/07/2015
Date

Vice President, Sales
Title

* This amount calculated off S&S implementation services only.



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 19-2014 Utility Billing: DR

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Consultant on the GO. Cincinnati, Ohio 513-295-5251 Rklocel@consultant	OCM, Training, User Adoption	199,250.00 (see below)	10
2. on thejolic.com			
3.			
4.			

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Systems' Software, Inc.
Company

01/07/2015
Date

Sean Dunphy / Sean Dunphy
Company Representative

Vice President, Sales
Title

*This amount based off TOTAL S's implementation services only.

AFFIDAVIT

Comes the Affiant, SEAN DUNPHY, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is SEAN DUNPHY and he/she is the individual submitting the proposal or is the authorized representative of SYSTEMS & SOFTWARE, INC., the entity submitting the proposal (hereinafter referred to as "Proposer").

2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

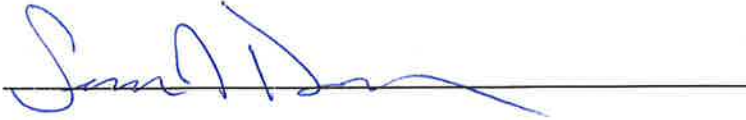
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.

6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.



STATE OF Vermont

COUNTY OF Chittenden

The foregoing instrument was subscribed, sworn to and acknowledged before me by Sean Dunphy on this the 7th day of January, 2017. ^{SW}

My Commission expires: 2/10/2015


NOTARY PUBLIC, STATE AT LARGE

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

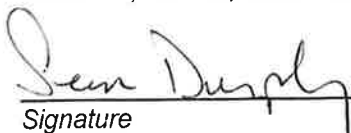
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.



Signature



Name of Business

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.

8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,
10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination

if the contractor fails to cure the deficiencies within the specified time.

- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;
 - (e) The filing of a bankruptcy petition by or against the contractor; or
 - (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

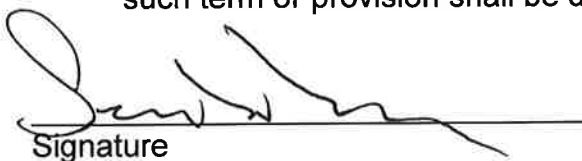
B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall

affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.

15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
17. **Ability to Meet Obligations:** Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.


Signature

01/07/2015
Date



LFUCG ADDENDA

Attached are the four (4) addenda to the RFP issued by LFUCG. All are signed as required to show that S&S has read the addenda and agree that they become a part of the RFP.



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #1

RFP Number: **#19-2014**

Date: December 4, 2014

Subject: Utility Billing System and IVR

Please address inquiries to:
Todd Slatin (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced RFP:

Posting of required Risk Management Provisions.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your RFP.

COMPANY: Systems & Software Inc.

ADDRESS: 426 Industrial Ave. Ste 140 Williston VT 05495

SIGNATURE OF PROPOSER:

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Consultant hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Consultant or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Consultant") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Consultant shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Consultant's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Consultant; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) Notwithstanding, the foregoing, with respect to any professional services performed by Consultant hereunder (and to the fullest extent permitted by law), Consultant shall indemnify, save, hold harmless and defend LFUCG from and against any and all liability, damages and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees, for any damage due to death or injury to any person or injury to any property (including the loss of use resulting therefrom) to the extent arising out of, pertaining to or relating to the negligence, recklessness or willful misconduct of Consultant in the performance of this agreement.
- (4) In the event LFUCG is alleged to be liable based upon the above, Consultant shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (5) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (6) LFUCG is a political subdivision of the Commonwealth of Kentucky. Consultant acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Consultant in any manner.

FINANCIAL RESPONSIBILITY

Consultant understands and agrees that it shall, prior to final acceptance of its proposal and the commencement of any work or services, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

Consultant shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by Consultant. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Professional Liability	\$1 million per occurrence, \$2 million aggregate
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall have a Professional Liability endorsement (including Errors and Omissions) for any services performed pursuant to the contract, and/or a separate Professional Liability Policy shall be obtained unless it is deemed not to apply by LFUCG.

- d. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by LFUCG.
- e. The Professional Liability policy shall be maintained for a minimum of three years beyond the completion date of the project, to the extent commercially available. If not commercially available, CONSULTANT shall notify LFUCG and obtain similar insurance that is commercially available and acceptable to LFUCG.
- f. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- g. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Consultant's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Consultant satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Consultant agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Verification of Coverage

Consultant agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

Consultant understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

Consultant understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Consultant for any such insurance premiums purchased, or suspending or terminating the work.

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Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #2

RFP Number: #**19-2014**

Date: December 16, 2014

Subject: Utility Billing System and IVR

Please address inquiries to:
Todd Slatin (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced RFP:

Posting of question and answer document; see attached document "**RFP #19-2014 Question and Answer Document.doc.**"

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your RFP.

COMPANY: Systems & Software, Inc.

ADDRESS: 426 Industrial Ave Ste 140 Williston, VT 05495

SIGNATURE OF PROPOSER:



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #3

RFP Number: #**19-2014**

Date: December 19, 2014

Subject: Utility Billing System and IVR

Please address inquiries to:
Todd Slatin (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced RFP:

Posting of call volume report; see attached document "LEXserv November 2014 Call Performance.xls."

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your RFP.

COMPANY: Systems & Software, Inc

ADDRESS: 426 Industrial Ave Ste 140 Williston, VT 05495

SIGNATURE OF PROPOSER: 



Lexington-Fayette Urban County Government
DEPARTMENT OF FINANCE & ADMINISTRATION

Jim Gray
Mayor

William O'Mara
Commissioner

ADDENDUM #4

RFP Number: **#19-2014**

Date: December 23, 2014

Subject: Utility Billing System and IVR

Please address inquiries to:
Todd Slatin (859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced RFP:

LFUCG prefers that a hosted IVR is proposed. LFUCG's current phone system is Nortel.

LFUCG does not currently have an in-house IVR for LEXserv. Calls are handled by a third-party billing agent that bills for multiple entities so there are no lines specifically devoted to Lexington callers. The third party currently uses Aspect software.

Peak concurrent calls for Lexington in 2014 have been 29 calls during business hours. Based on the number of delinquent accounts in Lexington, a blaster call campaign has had to use 16 concurrent lines in order to complete the calls within a 3 hour blaster window with peak IVR usage at 15 calls during the blaster window of 6-9pm for a maximum concurrent call count of 31 calls peak.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your RFP.

COMPANY: Systems & Software Inc.

ADDRESS: 426 Industrial Ave Ste 140 Williston VT 05495

SIGNATURE OF PROPOSER:



STATEMENT OF CERTIFICATION

S&S is proposing the latest version of our utility billing solution, enQuesta 5R, which includes the delivery of licensed software, hardware, professional services and the travel necessary to implement the solution. We are also proposing Selectron's IVR solution and System Innovator's iNovah cashiering solution, including the licensed software, hardware, professional services and travel necessary to implement the solution.

Our proposal, laid out in this RFP Response, is acknowledged as firm and binding for 120 days from the date the proposal is opened and recorded.

S&S states that all declarations in this proposal and attachments are true. This shall constitute a warranty, the falsity of which shall entitle LFUCG to pursue any remedy by law.

S&S agrees that all aspects of the RFP and our proposal shall be binding if the proposal is selected and a contract is awarded.

S&S confirms that it has made absolutely no changes to any text in Column A listed in the Functional Requirements attachment.

S&S declares the following exceptions to the LFUCG's RFP:

**Exceptions (Lexington-Fayette Urban LFUCG Government)
RFP #19-2014 Utility Billing System and IVR**

GENERAL PROVISIONS

1. Indemnification

The Respondent takes exception to the indemnification language in this section as being too broad and requests that the indemnification in this section be restricted to third party claims, damages, losses and reasonable expenses. Moreover, the indemnification should be conditioned upon the LFUCG: (1) Providing prompt written notice to Respondent of any claim, demand or action arising out of the above indemnifications after the LFUCG obtained knowledge of such claim, demand or action; (2) Permitting the Respondent to assume full responsibility and authority to investigate, prepare for, defend and settle against any such claim, demand or action; (3) Not having made any admission(s) or settlement proposals in relation to the demand, claim or action; (4) Assisting the Respondent, at Respondent's reasonable expense, in the investigation of and defense of any such claim, demand or action; and (5) Not having tampered and/or modified the software. The above indemnification should be subject to a limitation of liability clause that limits damages to direct damages only at one times the fees paid. Notwithstanding the foregoing, the above limitation of liability should not apply to



indemnification in relation to damages to real or personal property or the breach or misappropriation by any part of the intellectual property rights of the other.

12. Cancellation

The Respondent takes exception as the termination language does not address issues that typically arise in a software installation and licensing context. The Respondent requests that a more detailed termination clause be negotiated that takes into account 'cure periods' for the implementation of the software, greater detail regarding termination for convenience and for cause, including license rights that may survive termination, and that all services performed shall be paid including any reimbursable expenses incurred up to the date of termination.

13. Assignment of Contract

The Respondent takes exception and requests the right to assign the agreement to affiliates, with notice, where such affiliates have agreed to be bound by the terms of the agreement and such transfer is as a result of a reorganization.

NOTE: As a final note the Respondent anticipates that the resultant contract for both the professional services and the license agreement shall be based on Respondent's and industry norm standard agreements for software licensing and maintenance and that the resultant contract between the Respondent and the LFUCG should include provisions typically seen in these types of software agreements, including: limitation of liability, warranty, license use and restrictions, mutually acceptable acceptance terms, payment terms (including the use of milestones for payment), maintenance terms, approved statements of work, and other provisions typical in software license/support/service agreements and that the absence of any clauses in LFUCG's standard contract which was provided will not affect Respondent's ability to negotiate such clauses and to modify the standard contract as needed.



PROPOSED BILLING SOLUTION

Lexington-Fayette Urban County Government (LFUCG) is seeking a complete, integrated utility solution to replace its legacy software. By implementing a new CIS solution utilizing the latest technology platforms, LFUCG will have new tools available that will open new channels of communication and ways of doing business with its residents.

Why consider Systems and Software (S&S) as your vendor?

Value. S&S delivers a flexible, state-of-the-art CIS solution focused on providing value to our customers from day one. Our value-driven, fixed-cost implementation and stable, forecastable operating costs for annual maintenance and support ensures that our solution will meet LFUCG's current and future business and technology needs. Making the transition from one vendor to another can bring about high organizational stress. S&S recognizes this and we will work with you to mitigate project risks as they arise. Our track record demonstrates that when we need to add resources or adjust our plans to ensure success, we just do it. We do not expect you to be the implementation experts and we know that your day jobs are not going away. As part of our standard implementation methodology, S&S implementation staff will do the "heavy lifting" on the project, resulting in lower risk and ensuring that the project is brought in on time and budget.

Relationship. As LFUCG's vendor of choice, we will deliver a long-term vendor relationship that is truly a partnership. S&S consistently scores some of the highest customer satisfaction levels in the industry. We do this by listening to our customers and working closely with them to ensure that we are meeting their needs. Our Account Management and Support teams are focused on ensuring that our customers get the most out of their investment. As a user of our enQuesta CIS solution, LFUCG would be an important member of our customer community made up of utilities like you, helping to set the course for future product evolution based on your requirements and expectations.

Commitment. You will not find another vendor that will be more dedicated in helping you reach your goals. It is our commitment and integrity that make us different. While many can make this statement, we ask that you explore this side of S&S by talking with our customers; as per your RFP requirements we have included some of our customers and the success they experienced with using our enQuesta CIS solution.

What makes Systems & Software different? As the prime vendor on this implementation, S&S takes full responsibility from day one in delivering an outstanding project and a long-term solution. The team we have assembled for the LFUCG integrated utility solution project is the best in the industry. Let us introduce them to you:



Company	Product & Service Offering	Project Driver Met
Systems & Software, Inc. (S&S)	enQuesta 5R CIS	CIS Requirements
Selectron Technologies	VoiceUtility	IVR
System Innovators	iNovah	Cashiering
Consultant on the Go, LLC.	Consulting	Organizational Change Mgmt.



As the next generation in our continuous product evolution, enQuesta 5R sports a leading-edge user interface, enhanced work queue and workflow features, a more powerful and intuitive embedded reporting engine, and improved search tools and enhancements to our already comprehensive rate engine to efficiently handle the demands of today’s complex billing and customer service requirements. Extensions of enQuesta 5R, including WebConnect, PayConnect, and the enQuesta Go Smart App, will provide the City with significant customer self-service options. Our optional enQuesta Link solution can deliver the advantages of real time mobile field service orders as well.



Since no system is a “silo,” integrating enQuesta with other critical systems is an important step in the creation and operation of an efficient, decision-making customer service organization. Our partner solutions will be tightly integrated using Service Oriented Architecture (SOA) web services, delivering real time, two-way interfaces that are flexible and configurable. enQuesta creates a “best of breed” integrated solution that delivers a fresh approach to software and services for the utility market.

Conclusion

S&S fits a niche in the Utility market space as a solution that is successful in meeting the functional and technical needs of even the largest utilities. With a proven implementation methodology and dedicated team of professionals, S&S has a long track record of success within the industry. By providing product development, implementation and support under one roof, we offer a marked advantage over a product that is built by one company and implemented by another. With our approach, you have one company to provide product enhancements and support within a single, long-term relationship. We feel that this approach is the most efficient, cost-effective and successful over the length of your investment, and allows S&S to ensure responsiveness to LFUCG throughout the project and beyond.

We feel that LFUCG is about doing something unique and making a positive difference in how you can conduct business when it comes to selecting a new CIS solution. That is why we have assembled a team of people that are passionate about what they do and deliver products that enable change and empower organizations. From customer self-service tools to complex rate structures to back office accounting efficiencies, S&S will be your partner in meeting your initiatives and exceeding your expectations.



VENDOR BACKGROUND AND QUALIFICATIONS

- 1. How long has the company been in business?**
- 2. A brief description of the company, including part history, present status, future plans, etc.**

Since our inception in 1973, S&S has been driven to provide best-in-class customer information systems and services to investor-owned and municipal utilities. With over 40 years of experience in this arena, we have differentiated ourselves as a knowledgeable, driven vendor that's not afraid to roll up its sleeves to ensure our clients get the CIS solution they expected. S&S designs, builds, implements and supports the enQuesta CIS solution and its pluggable modules such as WebConnect, enQuesta Go (mobile app) and enQuesta Link (mobile field service). The enQuesta success proposition is based on a proven technology platform that delivers superior usability, configurability, and scalability along with a low total cost of ownership. Our solutions have empowered our customers to provide exceptional service to millions of residential and commercial accounts serving their sewer, electric, water, stormwater and natural gas needs.

S&S was acquired by Harris (headquartered in Ottawa, Canada) in 2007; we operate as an independent corporate entity of Harris. S&S continues to enhance, expand and support all of our products. As a result of this acquisition, S&S is able to leverage the combined resources and economies of scale which result in greater overall benefits for the investments made in our products and services.

S&S continues to expand both its offerings and its client base as we look to further our advantage in the utility CIS space. Our most recent clients include large, complex municipal utilities like Riverside, CA and Anaheim, CA, who both recognized the importance of a robust CIS solution installed and managed by a team of experienced industry professionals.

The following summary represents a selection of the exciting initiatives that are currently being integrated into our product roadmap by our Product Management Team. In addition to continued industry-specific functionality enhancements, these initiatives are continually analyzed and prioritized based upon market research, client enhancement requests, and available advancements in technology.

- **Continued integration of reporting and analytics capabilities into the enQuesta application.**
 - Persona-based dashboards to present just the right information per the user's role.
 - Robust application reporting capabilities and configuration options available from within enQuesta's expandable and collapsible menu system.
- **Continued investment in user interface design and development.**
 - Faster information search, account retrieval, data scanning, scripted workflows and data entry add general usability for CSR teams and business users.



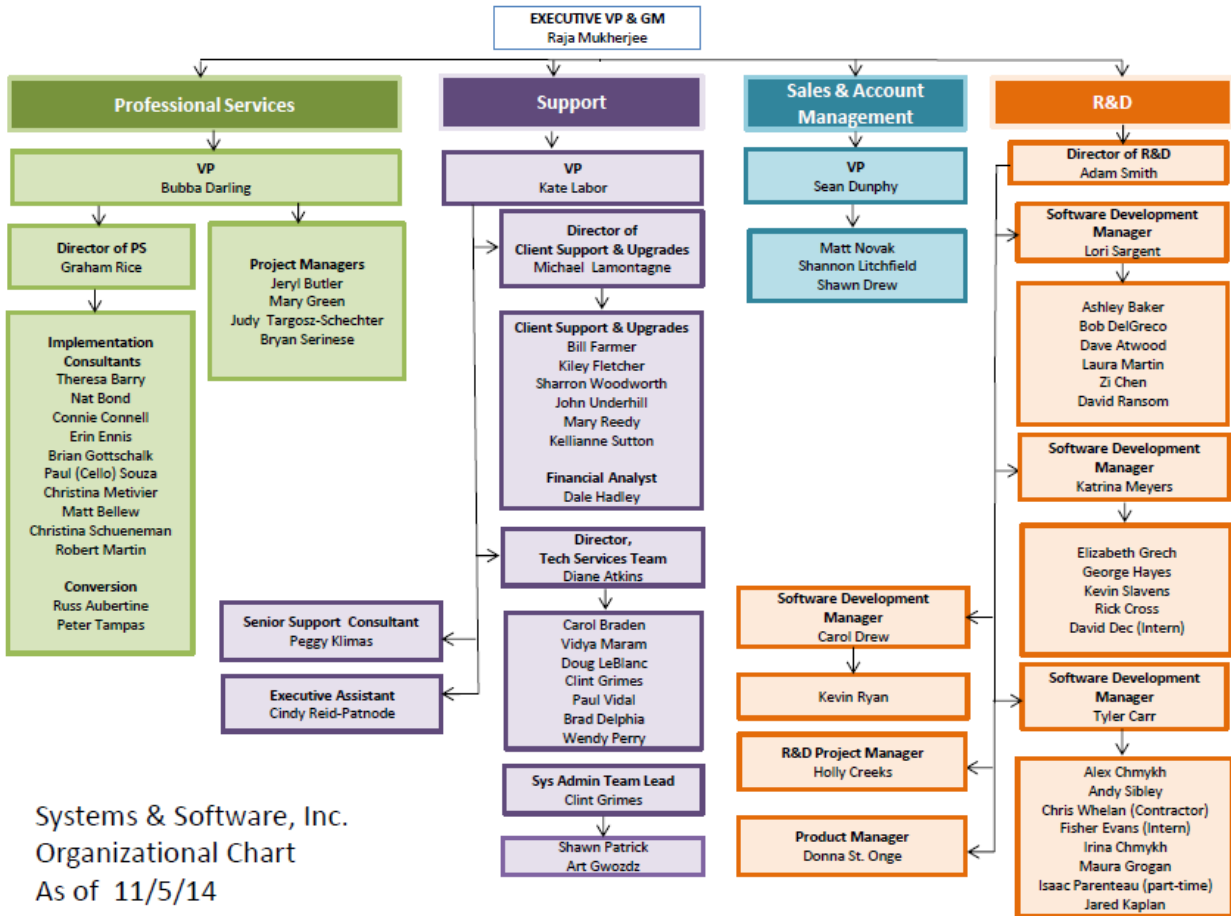
- As new frameworks and UI architectures become available, we continue to prototype and research how to best integrate these advancements into the overall enQuesta user interface.
- Social media integration with the enQuesta application.
- **Continued investment in customer-facing self-service options.**
 - Web payments and eBilling improvements
 - Mobile bill pay services with SMS options
 - Utility-configurable Email Campaign Capabilities
 - SmartGrid/MDM interactivity for customer analytics via Web products
 - Hosted IVR Notification and Alerting services
- **Continued investment in our API Architecture and Library of Web Services**
 - SmartGrid APIs
 - Social Media APIs
 - MultiSpeak APIs
 - Workforce Management APIs
 - IVR, Web Self-Service APIs
 - UI Services
 - Payment APIs

3. Has your company been involved with negotiations pertaining to an acquisition by another company in the past 24 months? Or does your company have plans to be available for acquisition in the near future?

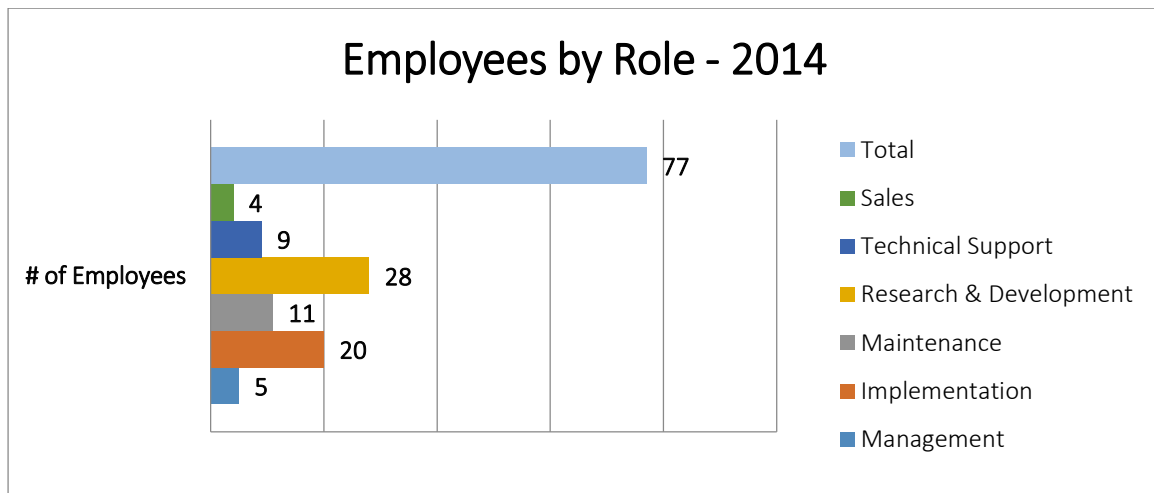
S&S has not been involved in negotiations pertaining to an acquisition by another company in the past 24 months. As a wholly-owned subsidiary of Harris Computer Systems, S&S has no plans to be available for acquisition in the near future.



4. Company size and organization. Please break down the number of employees per department (Only include full-time employees, not contractors or part-time employees)



Systems & Software, Inc.
Organizational Chart
As of 11/5/14





5. What percentage of staff turn-over does the company experience annually?

Historically, S&S experiences an annual staff turnover of between two and three percent.

6. Gross revenue for the prior fiscal year (in US dollars).

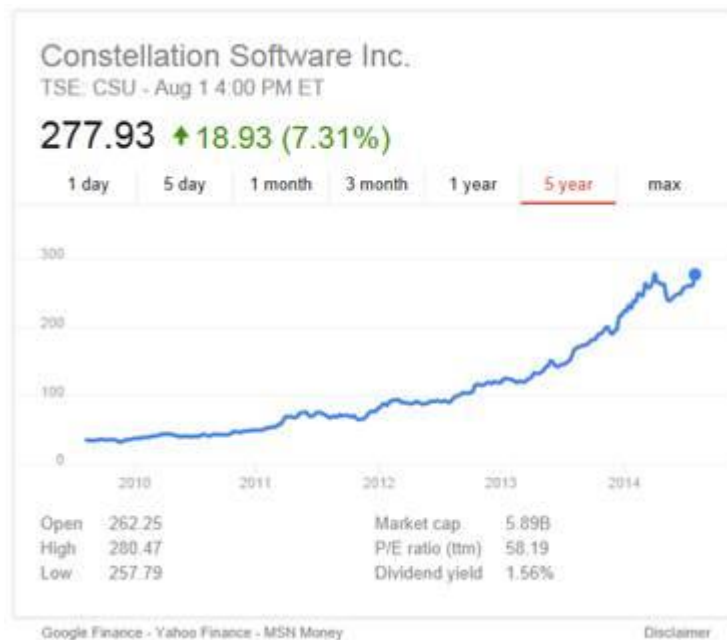
7. Percentage of gross revenue generated by implementation and licensing or use of proposed software.

As a completely vertical, integrated software company, S&S derives 100% of its income from the licensing and implementation of enQuesta.

If selected as vendor-of-choice, S&S will disclose the financial information requested above to LFCUG as part of the Final Vendor Evaluation Phase.

As a division of Constellation Software, Inc. (CSI), our financial information is included in CSI's consolidated financial statements. We have included CSI's consolidated balance sheet and income statement for the period 2011-2013 as **S&S Attachment 6, CSI Financial Statements**.

For additional information, the chart below illustrates CSI's stock exchange information over a five-year period:





8. Number of total utilities currently using the proposed software.

Account Name	# of Accounts	Service(s) Billed	# of Users
Akron Public Utilities Bureau	90,000	Water; Sewer; Solid Waste	70
Anaheim Public Utilities	120,000	Water, Sewer, Electric, Solid Waste	150
Arlington, City of	98,000	Water; Sewer; Storm Drainage; Solid Waste	107
Atlanta, City of	160,800	Water; Sewer	150
Augusta Utilities Department	72,000	Water; Sewer	80
Azusa Light & Water	22,500	Water; Electric; Sewer; Solid Waste	29
Central Arkansas Water	118,600	Water; Sewer; Solid Waste	130
Clarksville Gas & Water	50,000	Gas, Water; Sewer	65
Detroit Water and Sewerage	270,000	Water; Sewer	350
Electric Power Board of Chattanooga	170,000	Electric; Fiber	275
El Paso Water Utilities	170,000	Water; Sewer; Solid Waste	135
Freeport, Village of	15,000	Water; Electric; Sewer; Other	30
Greensboro, City of	92,000	Water; Sewer; Storm Drainage; Solid Waste; Other	135
Marquette Board of Light & Power	15,000	Electric	12
Massena Electric Department	9,500	Electric	7
Mayville, Village of	1,000	Water; Electric; Sewer	4
Metropolitan Water Services	235,000	Water; Sewer; Storm Drainage	150
Milwaukee, City of	163,000	Water; Sewer, Other	200
Minneapolis, City of	103,000	Water; Sewer; Storm; Solid Waste	120
Mobile Area Water & Sewer Systems	102,000	Water; Sewer	100
Montgomery Water Works & Sanitary Sewer Board	80,000	Water; Sewer; Solid Waste	100
Redlands, City of	23,000	Water; Sewer; Solid Waste	35
Riverside Public Utilities	112,000	Water, Sewer, Electric, Solid Waste	214
Santa Ana, City of	44,300	Water; Sewer; Other City Services	28
SEMCO Energy Gas Company	295,000	Gas, Other	170
Shreveport, City of	65,000	Water; Sewer	150
South Coast Water District	12,500	Water; Sewer	29
Sunrise Water Authority	8,000	Water	10
Tupper Lake, Village of	4,000	Water; Electric; Sewer	5
Unitil	174,000	Electric; Gas	120
Valencia Water Company	30,000	Water	21
Ventura, City of	32,000	Water, Sewer	15
Water Authority of Western Nassau County	29,000	Water	49
Wolfeboro, Town of	5,500	Water; Electric; Sewer; Other	16



9. Percentage of total customers currently using the proposed software that bill for sewer.

As of January 2015, 80 percent of our customers using enQuesta use that solution to bill for sewer.

10. Please indicate the last twelve (12) utilities with which you have signed a contract for the proposed software. (Please indicate the utility name, the date of the signed contract, whether the system is 'live' or not, the amount of time from project start to 'go-live' for 'live' systems, and the utility's number of customers broken down by service. Please do not exclude any utility.)

Utility Name	Contract Date	Are they Live?	Start to "Go Live"	Electric Customers	Water customers	Sewer Customers	Other Customers
Unitil Services Corp	2013	No	N/A	102,000	0	0	74,000 (gas)
Riverside Public Utilities	2012	No	N/A	106,000	64,000	89,000	89,000 (refuse)
Anaheim Public Utilities	2012	Yes	18 months	112,000	62,000	102,000	0
Metropolitan Water Services	2010	Yes	20 months	0	172,000	189,000	0
Shreveport, City of	2010	Yes	12 months	0	65,000	65,000	0
Ventura, City of	2009	Yes	8 months	0	32,000	32,000	0
Mobile Area Water and Sewer	2007	Yes	12 months	0	84,000	81,000	
Clarksville Gas and Water	2007	Yes	14 months	0	48,000	48,000	22,000 (gas)
Atlanta, City of	2005	Yes	15 months	0	160,800	160,800	0
Marquette Board of Light and Power	2005	Yes	6 months	15,000	0	0	0
SEMCO Energy Gas Company	2004	Yes	18 months	0	0	0	295,000 (gas, other)
South Coast Water District	2004	Yes	6 months	0	12,500	12,500	0



11. Approximate number of utility clients in the United States

S&S currently has 34 clients in the United States

12. How often are new software releases developed and distributed?

New product releases of our software are deployed approximately every 3-4 years. We encourage our customers to upgrade periodically in order to gain new enQuesta functionality and maintain current technology, but customers upgrade to a new release of enQuesta at their discretion. Customers never incur additional enQuesta software fees with each upgrade, as the software is only purchased once, however, there may be fees related to the various services necessary to perform an upgrade such as travel, training, configuration, and hardware upgrades.

We would deploy upgrades at LFUCG's site. The enQuesta solution is upgraded in its entirety rather than by module, and any enhancements provided to you are maintained through each new version of the software. Our training and subject matter experts train users during the upgrade installation.

Maintenance releases (MRs) of enQuesta are deployed on a quarterly or semi-annual basis. While these MRs include patches and fixes, they also include new product features and functionality that will provide LFUCG with value throughout the product lifecycle. Coordination and support for MR deployment is provided through the S&S Support Team as part of the annual support and maintenance agreement. A sample of this agreement is available as Attachment 2, titled: "**Sample Support and Maintenance Agreement**," later in this response.



13. How long are superseded releases supported?

14. Currently, how many back releases are supported?

Our standard approach is that we will support the most current version as well as the previous two versions of enQuesta. However, we do have customers using older versions that we support but we will not enhance them and they cannot take advantage of the features and functionality updates in the maintenance releases.

Application	Original Development Date	Release #1 and Version #	Release #2 and Version #
enQuesta 5R	Q1 2015	N/A	N/A
enQuesta 4	2009	Release 4.5 9/11/13	Release 4.1 8/1/12
enQuesta 3e	2005	Release 3e.9 9/19/12	Release 3e.6 8/6/12

15. Has your company ever been sued by a utility customer? If so, please explain each incident and outcome(s).

No, S&S has not been sued by a utility customer.

16. Are there any lawsuits currently outstanding against your company? If any, please explain.

There are currently no lawsuits outstanding against S&S.

17. If you have had any contract(s) terminated for default during the past six years, describe all incidents. Termination for default is defined as notice to stop work due to the vendor's non-performance or poor performance and the issue was either: 1) Not litigated; or 2) litigated and litigation determined the vendor to be in default. Elaborate as needed. (If the vendor has experienced no terminations as described, please indicate so.)

18. If you have had ANY contract(s) terminated during the past six years for any other reason than the above stated 'termination for default', please describe all such terminations fully. (Include the name, address and phone number of other contracting party or parties.)

S&S has had no contracts terminated within the past six years.



SUPPORT STAFF

Listed below are the resumes of some of S&S’s key project staff members. We believe these resumes show the depth and breadth of our experience implementing the enQuesta solution at utilities across the country. Because the contract date is months away and S&S has various responsibilities with its customers, we cannot guarantee the involvement of any particular staff member at this time, but as the LFUCG’s vendor-of-choice we will work with you to determine an acceptable support staff.

Position descriptions are as follows:

Project Manager: Leader of a specifically defined project. Responsible for ultimate Client-owned project deliverables and resources.

Business Lead: Responsible for the execution of the Business Process Review (BPR), configuration, testing, simulation and Go-Live activities. Facilitates the coordination of Subject Matter Expert (SME) involvement as necessary.

IT Lead: SME responsible for configuration of enQuesta-related hardware and network settings. Additional responsibilities include detailing the requirements for named interfaces.

Conversion Lead: SME responsible for extracting data in a repeatable process from the legacy system. Additional responsibilities include assisting with legacy data cleanup, determining data mapping rules, completing data conversion templates and addressing questions posed by the Client, Business Lead and Project Manager.

	<p>Jerylann Butler <i>Sr. Project Manager</i></p>
<p>Professional Background</p>	
<p><u>Areas of Expertise</u></p>	
<ul style="list-style-type: none"> ❑ 29 years Management, Leadership, Training, and Administration Experience ❑ 7 years Software Development and technical Experience ❑ 14 years Utility Industry Experience ❑ Process and Product Analysis and Design ❑ Planning, Client Relations and Problem Solving 	
<p><u>Sample S&S Implementation Experience</u></p>	
<p>Customers: Village of Freeport; Electric Power Board of Chattanooga; Milwaukee Water Works; Massena Electric Department; City of Minneapolis; Akron Public Utilities Board; Montgomery</p>	



Jerylann Butler
Sr. Project Manager

Water Works and Sanitary Sewer Board; Central Arkansas Water; New York Water; Detroit Water and Sewerage; Atlanta Department of Watershed Management; City of Greensboro Water Resource Department; City of Arlington Water Utilities; City of Shreveport Water and Sewerage Department

- Village of Freeport – *Project Manager*
 - Electric and water utility employing the full suite of enQuesta software
 - Managed a Customer Care initiative including analysis, modifications, documentation, testing and training
- Electric Power Board of Chattanooga – *Project Manager*
 - Large, complex electric utility with many integrated systems
 - Oversaw all aspects of the “Development Partnership” project
 - Implemented specially designed software enhancement packages
 - Managed migration to new data storage methodology
 - Organized cooperative learning initiative
- Milwaukee Water Works -- *Project Manager*
 - Directed multiphase project specifically designed to increase the water utilities end-user productivity and overall customer service
 - Provided Business Process improvement consulting and implemented new processes
 - Oversaw the implementation of new IVR, ACD and Web services systems
 - Worked with a third party sub-contractors throughout the implementation
- Akron Public Utilities Board – *Conversion Lead*
 - Responsible for analysis and mapping of legacy system data
 - Created conversion programs to translate data accurately to the new Billing System
 - Executed and monitored conversion process to successfully meet compact timeline

Previous Experience

Systems and Software, Inc, Williston, VT

Sr. Project Manager

- Project Management, including multi-service implementation
- Utility Business Process Analysis and Requirements Gathering
- System Analysis, Design, Development and Configuration
- Customer Support and Issue Resolution
- Resource Management
- Conversion Analysis, Design and Execution
- Mentor



Jerylann Butler
Sr. Project Manager

Alfredo's Restaurant, Burlington, VT

Owner/Manager

- Managed Personnel including Hiring, Training, Scheduling, Performance Evaluations
- Administrated Finances including Payroll, Accounts Receivable, Accounts Payable
- Created and Implemented Sales and Promotional Campaigns
- Designed and Managed Facility Renovation
- Managed Inventory and Loss Prevention

Education/Certifications/Skills

Education

State University of New York, College at New Paltz, New Paltz, NY

- BS, Psychology

St. Michael's College, Colchester, VT

- Post Graduate Course Work in Accounting

Certifications

- Computer Learning Center, Certificate in Programming
- AMA, Improving Your Project Management Skills
- PMI, Building and Transforming the Next Generation PMO
- Knowledgewave, Microsoft Project 2010 Level 1

Skills

- Microsoft Office Suite including Word, Excel, Project, Visio and Access
- COBOL, C, sQl
- UNIX and Linux System Applications



Nat Bond
Business Lead

Professional Background

Areas of Expertise

- Work Orders
- Meters
- Customer Service
- New Sites
- Business Process Analysis

Sample S&S Implementation Experience

Senior Implementation Consultant

Customers: Village of Tupper Lake, Massena Electric Department, Mobile Area Water & Sewerage, Augusta Water Utilities, Detroit Water & Sewerage Department, Milwaukee Water Works, City of Redlands, Central Arkansas Water, City of Shreveport, Metro Water, City of El Paso, City of Arlington

- Project Manager – Detroit Water & Sewerage Department – Upgrade Project
- Business Lead – Village of Tupper Lake, Massena Electric, City of El Paso, City of Arlington, Detroit Water & Sewerage Department, Unitil
- Member of Go-Live Team – Mobile Area Water & Sewerage, Augusta Water Utilities, Detroit Water & Sewerage Department, Milwaukee Water Works, City of Redlands, Central Arkansas Water, City of Shreveport, Metro Water, City of El Paso, City of Arlington
- Subject Matter Expert in Work Orders, Meters and Customer Service Functional Areas

Previous Experience



Nat Bond
Business Lead

Bombardier Capital, Inc., Colchester, VT

Credit Analyst, GE Commercial Division-Finance

- ❑ Accountable for credit related functions including annual reviews and new transaction submittals on current and potential Inventory Finance Division (IFD) customers assessing exposures ranging between \$300k and \$20M
- ❑ Conducted annual reviews and new transaction credit analysis and ensured accuracy, completeness and compliance with IFD standards
- ❑ Reviewed and ensured accuracy of credit decision information. Act as liaison with IFD sales personnel and other outside parties

Account Manager

- ❑ Management of 2-state area with combined credit line of over \$100M
- ❑ Completion of annual, increase, liquidation and NSF reviews in a timely fashion
- ❑ Identification and solution of problems with dealers
- ❑ Audit clearances and exception calls
- ❑ Work with credit manager and account specialist on all dealer related issues

Account Specialist

- ❑ Responsible for all documentation on new and existing dealer files
- ❑ Phone clearance of monthly floor plan audits of dealer inventory
- ❑ Collection of interest and curtailments from dealers
- ❑ Tracking and follow-up on exceptions
- ❑ Updating insurance, UCCs, collateral, and mini reviews
- ❑ Assist Account Manager and Credit Manager

National Mobile Communications/Sovernet, Winooski, VT

Satellite Division Sales Manager

- ❑ Performed local market research for satellite division sales
- ❑ Coordinated distribution of satellite communications and marketing promotions to kiosks around the State
- ❑ Responsible for pricing and discount structure for various systems
- ❑ Scheduled satellite installations



Nat Bond
Business Lead

[Environmental Restoration Projects, Inc., South Burlington, VT](#)

Environmental Contracting Supervisor

- Provide hands-on supervision of 4-person work crew on a project for the total restoration of the Vermont State capitol building dome and statue
- Conducted preliminary walk-through of site with project managers to note any specific hazards or areas needing special attention
- Met with general contractors and building representatives regarding progress of work

[Computerworld Smithsonian Awards Program, Boston, MA](#)

Archives Manager

- Managed nominations database and related nominee correspondence
- Drafted/edited letters, documents and summaries for induction into the Smithsonian Collection

Education/Certifications/Skills

Education

[University of Vermont, Burlington, VT](#)

- BA, English

Certifications

- Improving Project Management Skills (January 2010)

Skills

- Microsoft Office (Access, Word Excel)
- SQL



Shawn Patrick
IT Lead

Professional Background

Areas of Expertise

- ❑ Designing, planning and configuring systems to run Systems and Software's enQuesta product at customer sites
- ❑ System implementation can range from Business Class Linux servers using internal storage to Enterprise Class AIX multi-partitioned systems using SANs.
- ❑ System implementation varies with each customer, and has experience with many types of storage, networks and backup solutions.
- ❑ Daily activities include monitoring systems and processes using Nagios or custom scripts, applying hardware and software updates and resolving issues

Sample S&S Implementation Experience

Systems implemented:

Metropolitan Water Services of Nashville; Marquette Board of Light & Power, City of Atlanta, South Coast Water District, Village of Freeport Water, City of Shreveport Water, Montgomery Water Works, City of Greensboro Water Resources, El Paso Water Utilities

- ❑ Infrastructure analysis and recommendations
- ❑ Responsible for initial burn-in and testing of hardware
- ❑ Installation and support of operating system
- ❑ Installation of hardware at customer site
- ❑ Performance monitoring and tuning

Previous Experience

Fletcher Allen Health Care, Burlington, VT

Systems Engineer Staff

- ❑ Support critical hospital systems running AIX, Solaris, RHEL



Shawn Patrick
IT Lead

- ❑ Manage and monitor system backups, performance, and disk usage
- ❑ Configure SAN and NAS Storage using FC, iSCSI, NFS, and CIFS Protocols
- ❑ Design and configure systems running IBM's HACMP and VIOS

Computer Task Group, Burlington, VT

AIX Systems Administrator

- ❑ Provided OS, hardware and user support in large AIX/Linux server farm
- ❑ Managed Backups, Storage and Networks, building and managing file systems, installing software and applying security fixes

International Business Machines, Essex Junction, VT

Test Engineer

- ❑ Project Management of Microprocessor test qualification, and ongoing, manufacturing activities at third party test facility, located in South East Asia.
- ❑ Root cause evaluation of data/IT issues between global test facilities.
- ❑ Developed PERL scripts, used Data View for ongoing test verification, and yield analysis.

Technical Connection Inc., Burlington, VT

AIX Systems Administrator

- ❑ Worked on team to provide 24x7 coverage of large UNIX/Linux server farm.
- ❑ Daily tasks varied from backups or restoring client data using Tivoli Storage Manager, building and managing file systems, installing software, to defining and documenting procedures.

Education/Certifications/Skills

Education

Champlain College, Burlington, VT

- ❑ BS, Computer Information Systems



Shawn Patrick
IT Lead

Vermont Technical College, Randolph, VT

- ❑ AD, Engineering, Electrical and Electronic Engineering Technology

Skills

- ❑ OS: AIX, Red Hat, Windows
- ❑ Storage: EMC, Dell, IBM
- ❑ Network: Cisco
- ❑ Scripting: KSH, bash, perl

Certifications

- ❑ IBM Certified System Administrator



Peter Tampus
Conversion Lead

Professional Background

Areas of Expertise

- ❑ 20 years of experience in business system analysis, design and management
- ❑ Billing, Budget billing (levelized payments), Bill Print
- ❑ Accounting, General Ledger, Financial Management
- ❑ New customer data conversions
- ❑ Current client upgrades
- ❑ Custom interfaces and ETL solutions

Sample S&S New Implementation and Upgrade Experience

Customers

- ❑ City of Greensboro, NC, City of Valencia, CA, City of Santa Ana, CA, Arlington Water Utilities, Augusta Utilities Department, Central Arkansas Water, Electric Power Board of Chattanooga, El Paso Water Utilities, Hillsborough County Water Department, City of Minneapolis, Montgomery Water Works & Sanitary Sewer Board, Detroit Water & Sewerage Department, Metropolitan Water Services, Riverside Public Utilities, Anaheim Public Utilities, Unutil.

Technical Lead

- ❑ Responsible for on-site client system upgrades
- ❑ Responsible for complete custom data conversion process, AR balancing and bill parallel reconciliation

Principal Software Analyst

Deliver complete Billing/CIS systems to large Utilities located throughout the US.

- ❑ Designer, developer, installer and support for Accounting and Billing system components
- ❑ Technical Leader for on-site client system upgrades
- ❑ Programmer and Analyst for other client system installations, conversions and



	<p>Peter Tampus <i>Conversion Lead</i></p>
<p>upgrades</p> <ul style="list-style-type: none"> □ Responsible for Property Tax Billing module after loss of sole subject matter expert 	
<p>Other Experience</p>	
<p><u>The Structure Group – Houston, TX</u></p>	
<p>Systems Consultant</p>	
<p>Responsible for implementing software solutions for Exelon Corporation</p>	
<ul style="list-style-type: none"> □ Developed and modified billing calculation and statement generation programs for large commercial electric customers □ Developed and modified electric consumption reporting and metrics for large regional operations □ Designed, developed and deployed wind generation field data aggregation system for large wholesale electric billing and accounting 	
<p><u>Ford Motor Company, Dearborn, MI</u></p>	
<p>System Analyst</p>	
<p>Participant in "Accelerated Development Program" Management Training Permanent Assignment: Project Leader for deployment of new engineering application.</p>	
<ul style="list-style-type: none"> □ Responsible for launching new part management system to 1,000+ engineers. □ Developed project plans for system launch across multiple vehicle program teams. □ Coordinated development efforts with end-user requests and engineering requirements. □ Rotated through a variety of divisions and roles across Ford Information Systems, including: <ul style="list-style-type: none"> • Business Planning for company-wide rollout of new CAD/CAM system • Analysis and Programming for enhancements to legacy manufacturing/assembly systems • Requirements Analysis for new finance systems 	



Peter Tampus
Conversion Lead

American Management Systems – Arlington, VA

Programmer/Analyst

Member of 70-member project team which developed and installed custom financial management software for Internal Revenue Service (IBM Mainframe environment)

- ❑ Interviewed IRS personnel to determine long-term software and storage needs.
- ❑ Enhanced AMS software and developed new interfaces between AMS and IRS systems.
- ❑ Managed configuration of AMS software and IRS financial database on IBM mainframe.
- ❑ Coordinated teams of three to five people on software development efforts.

Education/Certifications/Skills

Education

University of Chicago, Graduate School of Business

- ❑ MBA, Finance and Accounting

St. Michael's College


- ❑ BS, Computer Science


Skills

- ❑ IBM RS6000/Dell 686: COBOL, MicroFocus environment, AIX/Linux, UniData, ISAM
- ❑ Oracle: PL/SQL programming, basic Database Administration
- ❑ IBM 3090: JCL, MVS/TSO, SQL/DB2, VSAM
- ❑ Web: Basic web site authoring and administration
- ❑ PC: Word, Excel, Access, PowerPoint
- ❑ Academic: C, FORTRAN, Pascal, Assembly, BASIC, VAX/VMS





CLIENT REFERENCES

	Name:	Clarksville Gas & Water
	Contact:	Pam Cloud, General Manager
	Email:	Pam.Cloud@cityofclarksville.com
	Telephone #:	931.645.2565
	Address:	2215 Madison Street Clarksville, TN 37043
	Version	enQuesta 4 <ul style="list-style-type: none"> ▪ CIS ▪ WebConnect
	Accounts	50,000 Accounts <ul style="list-style-type: none"> • 48,000 Water/Sewer • 22,000 Gas
	Contract Date	May 2008
	Go-Live Date	July 2009
	Hardware	X86 64, Dell PowerEdge


	Name:	Metropolitan Water Services
	Contact:	Martha Segal, Assistant Director
	Email:	martha.segal@nashville.gov
	Telephone #:	615.862.4626
	Address:	1700 Third Avenue North Nashville, TN 37201
	Version	enQuesta 4 <ul style="list-style-type: none"> • CIS • WebConnect • Chat
	Accounts	235,000 Accounts <ul style="list-style-type: none"> • 172,000 Water • 189,000 Sewer
	Contract Date	April 2010
	Go-Live Date	January 2012
	Hardware	IBM Power, 8204-E8A



	Name:	City of Minneapolis
	Contact:	Anita Birmingham, Business Manager
	Email:	Anita.Birmingham@minneapolismn.gov
	Telephone #:	612.673.2679
	Address:	350 South Fifth Street Minneapolis, MN 55415
	Version	enQuesta 4 <ul style="list-style-type: none"> • CIS
	Accounts	103,000 Accounts
	Contract Date	June 1998
	Go-Live Date	June 1999
	Hardware	IBM

	Name:	Milwaukee Water Works
	Contact:	Earl Smith, Business Manager
	Email:	Earl.smith@milwaukee.gov
	Telephone #:	414.286.5177
	Address:	841 North Broadway Milwaukee, WI 53202
	Version	enQuesta 4 <ul style="list-style-type: none"> • CIS • WebConnect
	Accounts	163,000 Accounts
	Contract Date	May 1994
	Go-Live Date	August 1994
	Hardware	IBM



	Name:	Ventura Water
	Contact:	Mary Landis, Account Supervisor
	Email:	mlandis@ci.ventura.ca.us
	Telephone #:	805.652.4522
	Address:	501 Poli Street Ventura, CA 93001
	Version	enQuesta 4 <ul style="list-style-type: none"> • CIS • WebConnect • GO • SmartGrid
	Accounts	32,000 Accounts <ul style="list-style-type: none"> • Water and Sewer
	Contract Date	February 2009
	Go-Live Date	October 2009
	Hardware	X86 64, VMware Virtual Platform



PROPOSED APPLICATIONS AND DATABASE SOFTWARE

After reviewing LFUCG's needs and requirements in both the RFP and RFP Scope documents, we believe that enQuesta has a very high fit regarding what LFUCG is looking for in a modern, flexible and up-to-date utility billing system and CIS. We feel that our 41-year history of serving the municipal utility market, ability to provide a single point of contact for all installation and implementation decisions, and flexibility when it comes to providing the hosting solution that best fits LFUCG's needs make us the ideal vendor-of-choice for this project.

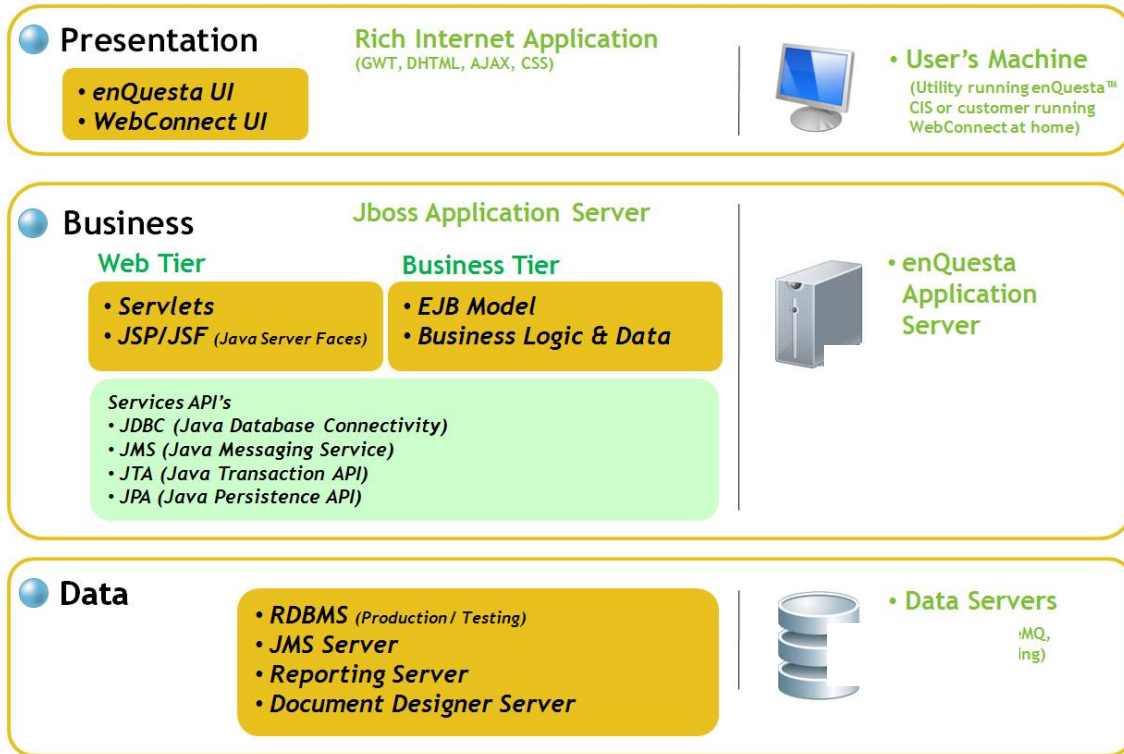
We offer an out-of-the-box, highly configurable solution that is implemented using best practices discovered over the four decades we have been building and installing utility billing solutions. S&S understands the difficulties that utilities like LFUCG face when interfacing with other utility CIS systems and we will work to ensure that this integration is as seamless as possible to reduce the amount of manual interfacing LFUCG's employees have to do to service their customers. While no one can guarantee an implementation that doesn't include hiccups and speed bumps, we can guarantee that in the end this will be a successful project and set up LFUCG to meet its obligations and goals well into the future.

There is no other vendor that can propose the breadth of what we offer, starting with an implementation team focused on doing the "heavy lifting" for the project, freeing up LFUCG resources to continue serving their customers at a high level during the transition. We also offer our WebConnect and PayConnect self-service portals, which will provide your customers with electronic bill presentment and payment (EBPP) and 24-7 account access, powerful point-and-click reporting, and a robust, customizable user interface designed to provide utility CSRs with all applicable information on a single screen.

We feel strongly that if LFUCG compares what S&S can offer against their requirements and desires for a new utility billing system, making us your vendor of choice becomes an obvious decision.

S&S is proposing enQuesta 5R to meet all of LFUCG's requirements for a utility billing solution.

enQuesta is a feature laden, user friendly application which incorporates a perfect balance between technological innovation and business critical functionality.



Core Design

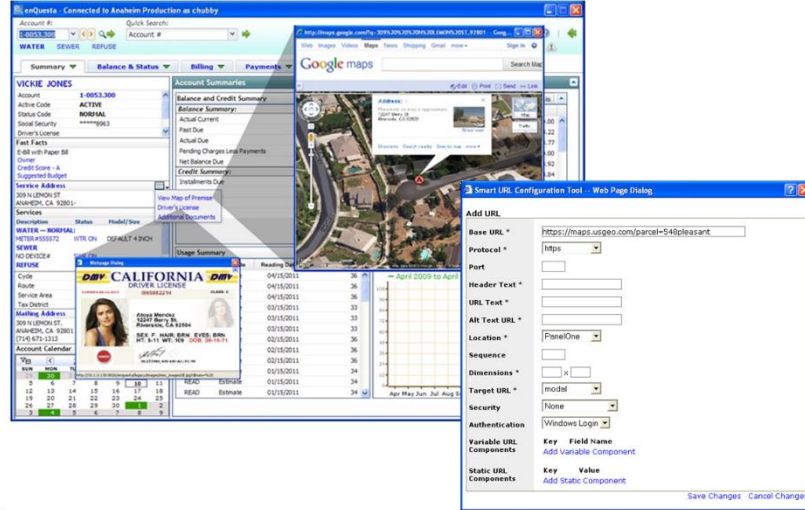
The core of enQuesta is based on a standard, three-layer principle: Isolating presentation, business, and data logic to provide both a solid foundation, and adaptable flexibility.

enQuesta is a browser-based system. The user interface takes extensive advantage of available front-end technologies such as DHTML (Dynamic HTML), CSS (Cascading Style Sheets), GWT (Google Web Tools) and AJAX (Asynchronous JavaScript and XML), which deliver a rich, customizable desktop application look and feel in a web browser container. By developing the user interface with these emerging technologies, enQuesta is able to quickly respond to user interactions, making selected trips to the server for updated information in the background, reducing wait-time in the enQuesta user's daily workflow.



enQuesta Architecture Overview: UI Technology

enQuesta UI supports SmartUrl for limitless UI integration with configurable context parameters:



The business layer consists of a collection of core application components which are written to leverage the right technology for the right job. Because aspects of Service Oriented Architecture (SOA) are incorporated into the design, enQuesta's architecture lends itself for extension, providing a very high level of enterprise integration.

Microsoft and Oracle round out the design at the data layer, providing all of the expected industry-standard RDBMS data access and design tools. To further extend the RDBMS, enQuesta leverages the "enQuesta Query Layer" (eQL) to provide easy access from third party query tools.

The eQL supplies the user with a tightly integrated and user-friendly interface using simple and logical naming conventions. It consolidates all reporting objects into a single enQuesta database schema. Database tables and data elements with complex and meaningless names are turned into database views and synonyms with meaningful and user-friendly names. With only read-access to the database information, the eQL also provides an additional level of security for the database.

Integration

Leveraging Service Oriented Architecture (SOA) constructs, enQuesta is designed to readily facilitate integration and data sharing between any external enterprise applications or service that LFUCG could leverage.



All development tools necessary to run the application will be licensed and provided to the testers and code developers. As source code is not provided (available in escrow), application development tools would not be required for LFUCG. To maintain the integrity of the data stored in enQuesta, S&S is typically responsible for all updates, inserts or deletions to the database. S&S also uses other admin toolsets such as SOAP UI, Fiddler, and TCPMON to test interfaces. S&S and LFUCG will work together to establish the testing protocol as part of the project testing plan to determine roles and responsibilities

Below are detailed descriptions of the enQuesta solution suite of modules that we are recommending, followed by detailed responses to the requirements for the "Proposed Applications and Database Software" section laid out in the RFP:

Account Management

(Customer Service & Call Tracking, Document Generation)

The Account Management module allows users to manage activities at the account level including capturing calls/correspondence, complaints, or inquiries made by customers. It allows users to create letters, note the account of various activities, and update the user/premise profile. This module will also help utilities manage their Red Flag procedures through alerts, diary notepad, and process assistance help.

enQuesta Document Designer

The enQuesta Document Designer is a graphical tool which supports the creation and editing of complex documents in an intuitive environment - allowing business users to visually create and edit complex documents such as bill prints, work orders and notices - with no programming skills required.

The Document Designer can also be used to send bills and/or letters/work orders through email and print simultaneously through the same process.

Utility Billing – Sewer and Refuse

The Billing module automates the processes necessary to bill your sewer and refuse customers beginning with the on-line edit through the bill calculation update. This module will provide billing functionality to meet your water budget, net metering, time-of-use, and complex billing needs. It includes billing of the secondary services provided to LFUCG's customers.



Budget Billing

This module allows utilities to deliver a new level of billing accuracy while reducing effort and expenses. Budget billing puts your customers in a position to budget their finances with the billing service option best suited to their individual circumstances. Budget billing supports your customers who want to manage their budget by controlling their monthly payments and paying the difference at the end of the budget billing period each year – paying for exactly what they use. A mid-year, automated adjustment, based on actual consumption will save you money and improve customer relations. It will allow the true-up to be as close as possible to the actual payment.

Point-of-Sale Management

Our Payment Processing module provides the ability to post real-time payments to your customer accounts. This module allows the processing of single or multiple payment types across single or multiple accounts. It also allows for the processing of miscellaneous cash items for both utility and non-utility customers.

Job Scheduler

The enQuesta Job Scheduler module allows utilities to schedule key processes - taking away the need for human intervention. The Job Scheduler UI displays a forecast of pending jobs, as well as status indicators for jobs in-flight. The product also supports the automatic notification of alerts to key utility resources.

The enQuesta 4 Job Scheduler automates the following sample functions:

- Billing Processes:
 - Calculation
 - Pre-Billing Kickout Processes
 - E-Bill Calculation
 - Bill Printing
- Collections Processes:
 - Delinquencies
 - Notices
 - Penalties
 - Credit Fund Transfers
 - Installments (aka Promise To Pay)
 - Shut-Offs



- General Ledger
- Trial Balance

Rate Management

enQuesta's comprehensive rate engine handles a myriad of simple-to-complex rate structures for residential, commercial and industrial customers. The plug-and-go capability allows authorized users to enter and configure rates quickly without needing assistance from S&S. Rate changes are easily accommodated and maintained through enQuesta's rate history table enabling proration across billing periods without the need for human calculation.

Financial Management

Through enQuesta's Financial Management module, utilities are able to process adjustments which include monetary-based, usage-based, cancel/rebills, late pay reversals, and payment transfers. A full audit trail is maintained for each adjustment processed.

Skeletal GL

Through enQuesta Skeletal GL, utilities get the benefit of having a complete General Ledger module encompassed within the enQuesta core offering. We will map your financial system's general ledger account numbers to the enQuesta general ledger account numbers to allow for seamless integration. Utilities can run financial and balancing reports on a daily basis to ensure everything is in check.

Skeletal AP (Check Writing)

Skeletal AP allows enQuesta customers to process checks for customer refunds; either credit or deposit refunds. They can process the checks using an enQuesta AP check writing program or export the file to their accounting system to process the check printing.

Miscellaneous A/R

enQuesta's Miscellaneous A/R produces an invoice based on miscellaneous charges incurred by individuals, whether they are a customer or not. When a special request service order is completed, a bill is generated and forwarded to the customer. This



information is automatically posted to the customer's account and becomes part of their receivable balance.

Credit & Collections (to include standard credit point set-up)

The Delinquency Management module maintains comprehensive detail on customer credit, aged balances, payment arrangements (short-term, installments, and loans), dispute billings, delinquent status, bankruptcies, write-offs, and supports an interface to collection agencies. Each of these processes can be configured to send letters to customers. Individual credit ratings are created using a configurable point system based on account activities.

Device Management (Meter Management, ERT Management, Meter Reading Management)

The Device Management module tracks meters and associated devices such as ERTs throughout the system from input into inventory through disposal. Device description, status, and historical data are captured and maintained with detail regarding installs, removes, test results, repairs, etc. Shipments of new meters can be quickly added to inventory in bulk.

Backflow Management

This module allows users to maintain an inventory of backflow devices. It also allows for the creation of letters related to device testing, inspections and the overall maintenance and history of testing results. A valid list of certified testers and test kits can be maintained.

Automated Workflow

This module allows users to create and process service requests with regard to account-related activity, new services, disconnects, and other meter-related services. The utility has the ability to create new service order types as needed, choosing different parameters based on the specific business requirements. These service order types automate data entry to quickly change information on a customer account and provide a visible history of work performed.

Workflow Scheduling

This module allows users to schedule service orders to an individual worker or crew. Specific work days and time slotting are taken into consideration when scheduling service orders. The utility can indicate how many orders of a particular type can be



scheduled in a given time frame or how many hours of a specific day can be dedicated to an individual type of order.

New Service

This module tracks the new service process from initiating the need for new service through the installation of taps and meters. It also includes the management and assignment of associated fees, rates and utility-specific workflows. Financing of initial charges can also be set-up through this module to accommodate such things as capacity fees if a customer is unable to pay the total due through a single payment.

Work Queue

The enQuesta Work Queue generates interactive, task-based lists from which individual users can more effectively organize and execute their required job functions. This makes it easy to view and manipulate a range of daily tasks for which user intervention is required. From each displayed Work Queue item, users can link directly to various pertinent enQuesta functions (such as to the Inquiry Portal with the account loaded, to a relevant drill-down screen, or to a specific service request/workflow). Once the required task (such as approving or disapproving a credit adjustment or completing a work order) has been accomplished, that task leaves the operator's queue.

enQuesta WebConnect

enQuesta WebConnect is your 24-hour customer service representative. Utility customers can log into a secure Internet portal at their convenience to view a wide range of account information, including current balance, billing, payment and consumption history, as well as open service order status. Users can also sign-up to receive and view their bill electronically as well as initiate service requests on-line. Integrated with our real-time payment gateway, your customers can make payments 24-hours-a-day, 7-days-a-week via credit card, debit card, ACH or electronic check. WebConnect provides enhanced landlord capability for customers needing to manage multiple accounts online and this module provides user administration and a configuration toolset that will allow you the flexibility to control how information is presented to your customers. This includes email content, FAQs, and screen layout options. The core offering includes Account Summary Screen; Consumption History; Consumption Graph; Billing History; Payment History; FAQ; Terms of Usage; Login/Logout; Form Uploads; Bill Image; Admin Portal includes Page Configuration; e-Billing (email notification - link to view bill), Work Tracking and Work Requests. We also offer a Spanish version.



enQuesta Chat (optional)

enQuesta Chat lets your customers engage with you without leaving your site or disrupting their online experience. It offers real-time assistance, and ability to reach out to potential customers to offer help.

enQuesta Chat isn't just about chatting – through intelligent visitor tracking and rules, you can dynamically invite visitors to chat, and even offer promotions or advice automatically based on that visitor behavior.

User Name	No	Visit	DNS	On Page	Views	Start Time	Last Time	Browser	Op Sys	Location
(LARRY J SEARCY) 170.1	1		ivr/accounts/accountDet	2	10:27:20 AM	10:27:46 AM	8	Window	United States - Nashville (Tennessee)	Metropolitan Government Of Nashville United States - Nashville (Tennessee) - Metropolitan Government Of Nashville
(EDWARD NASH) 98.240	1		ivr/accounts/accountDet	2	10:28:18 AM	10:30:14 AM	5	Mac OS	United States - Nashville (Tennessee)	Comcast Cable
(PAUL L MARTIN) 70.210	1		ivr/accounts/accountDet	2	10:30:20 AM	10:34:20 AM	8	Window	United States - Seale (Alabama)	Celco Partnership Db Verizon Wireless
(PEGGY MEGILL) 72.237	1		ivr/accounts/accountDet	2	10:30:38 AM	10:30:41 AM	30	Window	United States - Level 3 Communications	
(BRIA J TERRELL-ROPER)	1		ivr/accounts/accountDet	1	10:33:20 AM	10:33:20 AM	10	Window	United States - Clintwood (Virginia)	Comcast Cable

Screenshot of Live Chat Session

enQuesta Go (optional)

Taking the utility consumer mobile is the next step in consumer engagement. Go provides the consumer with the ability to access their utility account directly from their mobile device giving them a new level of convenience and control over their utility service.

- Manage their accounts across all services
- View and pay bills
- View meter readings
- Report issues and outages
- Stay informed by receiving bill reminders and utility notifications

enQuesta PayConnect

enQuesta PayConnect is our real-time, fully integrated, state-of-the-art payment gateway. PayConnect allows your utility to offer real-time payment processing to your customers from the convenience of their home via the Internet, IVR or Call Center payment channels. Your customers can choose from several options including one-time payment or recurring payment enrollment with email notification. We support a variety of tender types including major credit cards, debit cards, pin-less debit, ACH and electronic



checks. Your utility can select from a transaction fee model (where processing fees are paid by the utility) or a convenience fee model (where fees are passed on to the customer at no cost to your utility). With the use of this product, S&S will provide contractual indemnity for the Emergis '362 patent to your utility and your customers, as legally required. You will be responsible for attaining, renewing and installing all security certificates (SSL) from VeriSign, or another certificate vendor.

Security & Auditing

enQuesta's security set-up is based upon on a templated approach. New attributes are assigned to groups instead of individual users, making the overall administration easy to manage. Through this module, your Security Administrator will control things like: how long until a timeout occurs on a login, how long passwords have to be, and whether they have to have a certain number of letters or numbers in them. You can also deactivate and reactivate users and force all users to change their password.

The enQuesta Change Register reports by operator, module, and date any field level data-record changes made to database tables within the enQuesta system. It lists the previous and current values, providing utilities a higher level of security. Having a record of what data existed prior to the change will also help in troubleshooting any future issues. Utility administrators are able to view this information in a newly designed workspace.

Administrator's Portal

Through enQuesta's Administrator's Portal, various aspects of the solution can be configured, including: user-specific layout of the main inquiry portal, field labels, process assistance help content, smart URL integration points and more.

enQuesta Reporting

enQuesta's Standard Reports module provides a library of standard production reports to be used in conjunction with each module. These reports have various input options allowing users to obtain the results they are specifically looking for. A full list of enQuesta's standard reports is available later in this section, in response to a specific question regarding reporting.

The enQuesta Query Layer offers users an additional level of reporting capabilities with the ability to access ad-hoc reports via a secure portal. Users can easily create reports without the need for programmatic intervention.



- Fully integrated with enQuesta CIS functionality
- Offering for Dispatch, as well as Field Technician workflows
- Multiple Device Support (Droid, Windows) / Robust mobile functionality
- Integrated partnership leverages WCLS mobility roadmap & expertise
- Scalable solution for enterprise mobility requirements

iNovah Cashiering

iNovah is a browser based software package that manages the payment collection and processing activities from all your collection sources to all your accounting and information systems. It combines the latest Web-based technologies available today and over two decades of experience with the payment collection needs of government and utilities to create a system that really makes sense.

Replacing old collection procedures with iNovah provides an impressive list of advantages, which include:

- iNovah stores all payment transactions in a single consolidated database that provides extensive research, revenue and statistical reporting capabilities with unlimited data retention. This database resides at your location. You own the data.
- iNovah comes with a full complement of tools to collect, manage and audit revenue data including Cashiering, Payment Balancing, Payment Administration, Query, Reporting, Import, Export and Configuration Modules. All of these tools combined truly empower you to get the maximum value from your revenue data.
- iNovah connects all your collection sources (e.g., remittance processor, over-the-counter, self-service stations, Internet, phone, etc.) with all your posting systems (e.g., customer information systems, receivable systems, general ledgers and treasury systems) through reusable Web Service interfaces.
- iNovah is integrated with S&S' enQuesta 5R to easily take advantage of the power and flexibility of this system.
- iNovah includes a comprehensive feature-packed cashiering module for processing over-the-counter transactions and miscellaneous collections.

Please see **Attachment 5: Partner Information** for a more information on System Innovators' iNovah solution.



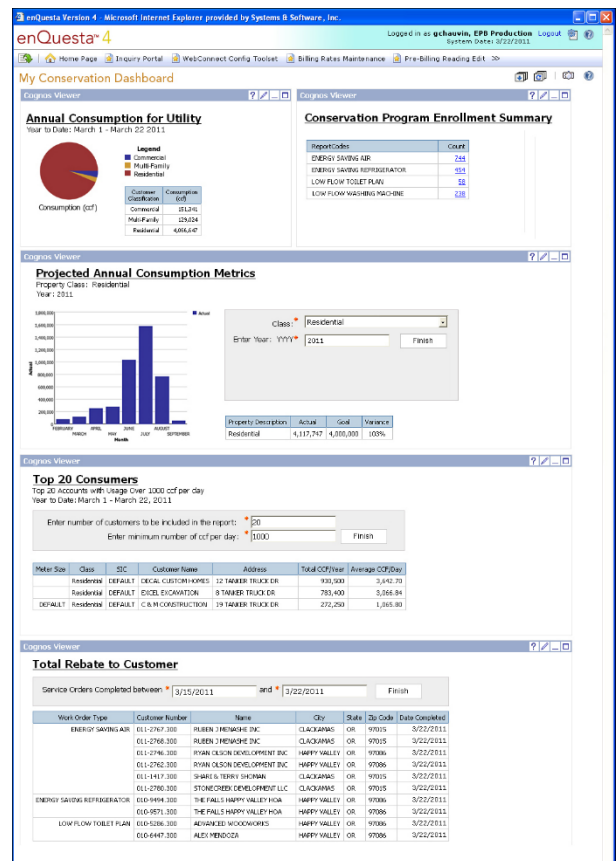
Kiosks (optional)

We can provide our customers with remote kiosk capabilities. Kiosks will allow your customers to access necessary account information and make a payment to their account. These kiosks can accept many different forms of tender, and we offer indoor and outdoor models.

Conservation & Efficiency (optional)

This module allows you to marry the information generated from your residential and commercial conservation and efficiency audits into enQuesta. It provides your CSRs and conservation/marketing team the ability to review the results and status of the audits in one system. Based on the audit results, you can issue rebate coupons for such items as refrigerators and EV charging stations.

Using the Cognos BI tool, the user can prepare reports on any aspect of the conservation and efficiency programs you have entered into enQuesta. On the customer self-service front, we will provide hot links to your 3rd party audit vendors as well as the ability to complete a service order requesting an audit.





Valencia Water Company - WebConnect - Mozilla Firefox

valenciawater.com https://webpay.valenciawater.com/lwr/consumption/customer-waterAllocation.seam?cid=9218&rvn=1

Valencia Water Company

Online Services

Conserve Water. It's for Life.

- Home
- My Accounts
- Account Summary
- Billing Details
- Payment Details
- Make a Payment
- Payment Options
- Water SMART Allocation
- Allocation Details
- Variance Request
- Conservation Tips
- Allocation FAQ's
- Consumption History
- Service Request Summary
- Account Services
- Request Payment Extension
- Transfer Service
- Disconnect Service
- Update Mailing Address
- Electronic Bill Delivery
- Questions and Comments
- My Profile
- Back of Bill
- 2010 HET Toilet Rebate Offer
- Log Out

Welcome, GREG GILLEMAG | [Log Out](#)

Water SMART Allocation Details

Account Number 3-3368.303
Customer Name GREG GILLEMAG

UNDERSTANDING WATER ALLOCATIONS

The Valencia Water Company **Water SMART** program is a fair, equitable and highly accurate method of providing residents a water allocation based on their needs. The system is based on research and studies of water used by homes served by Valencia Water Company. These calculations take into account actual use, aerial-based measurements of individual landscaped areas and weather patterns to give each house an individualized allocation.

Please select a link below to learn more about...

[Indoor Allocation Calculations](#)
[Outdoor Allocation Calculations](#)

Your Allocation Parameters	
ACCOUNT NUMBER	3-3368.303
CUSTOMER NAME	GREG GILLEMAG
CURRENT AMOUNT DUE	\$0.00
LAST BILLED AMOUNT	\$41.41 View Latest Bill
UTILITY SERVICE	WATER
TYPE OF METER	NORMAL WATER
METER NUMBER	62595290
METER LOCATION	
RATE	3/4 INCH RES METER
LANDSCAPED AREA	7,000 square feet
ASSIGNED LANDSCAPED AREA	7,000 square feet

Valencia Water Company launched the Water SMART program in January 2010 without a change in rates so customers could become familiar with the allocation system and make adjustments before tiered pricing went into effect. Before implementing an allocation-based rate system in 2011, Valencia Water Company used an aerial-based imaging system to measure every individually metered residential lot for its actual landscaped area. Note: Assigned Landscaped Areas range from 500 square feet to 10,000 square feet. This will not cause a limit in the amount of water a customer can use, but will impact the customer's Water SMART allocation used for billing purposes. For more detailed information on outdoor allocations, please [click here](#).

REQUEST TO ADJUST WATER ALLOCATION
Variances, which increase the water allocation, can be reviewed and granted on a case-by-case basis. Variances can be granted only for unique situations. See [Variance Process](#) for detailed information on the variances available. Should you need an allocation greater than the standard amount for your home, you may [download](#) the Variance Request form or [click here](#). Please provide all requested documentation with your completed form. [Click here](#) to download Adobe Acrobat reader.

YOUR Water Allocation Performance

ALLOCATION ANALYSIS Values displayed in: CCF's [Display as Gallons](#)

Allocation this period **30** Usage this period **22**

Indoor Allocation **9** Outdoor Allocation **21**

Allocation vs. Actual Consumption for 24037 BRIARDALE WY

[Hide Allocation Detail Chart](#)

Read Date	Meter #	Usage	Allocation	% of Allocation	ET
02/15/2011	62595290	22	30	73	5
01/13/2011	62595290	9	16	56	2
12/15/2010	62595290	29	23	126	3
11/12/2010	62595290	0	24	0	3
10/14/2010	62595290	33	33	100	5
09/15/2010	62595290	45	48	94	9
08/13/2010	62595290	72	44	164	8
07/16/2010	62595290	60	49	122	9
06/15/2010	62595290	37	49	76	9
05/13/2010	62595290	30	37	81	6
04/16/2010	62595290	16	37	43	6
03/16/2010	62595290	4	14	29	2

© 2011 Valencia Water Company



- For each requested pricing scenario, provide a description of the Database Management System (DBMS) required to support the computing environment. Describe your database requirements for full reporting capabilities (and be sure to detail the requirements of such related costs in your Pricing).**

enQuesta can utilize the Microsoft SQL Server or Oracle database, depending on customer standards. With either option, under the S&S support model you do not have to have a DBA on staff nor do you even need to know the database structure. Our DBA's can provide database diagnostics and tuning. For reporting purposes we have provided the eQL (enQuesta Query Layer) data dictionary. The options, with strengths and drawbacks listed are:

Database	Strengths	Drawbacks
MS SQL Server 2012	Lower cost, reliability	Patching and updates
Oracle 11g	Reliability, availability	Higher cost

For advanced reporting needs, dashboard creation and ad-hoc reporting requirements, S&S proposes the Cognos BI reporting solutions software. IBM Cognos Business Intelligence includes two tools for ah-hoc reporting, one designed for Business Analysts which includes simple filters, prompts and charts, and another for Report Developers, which includes the ability to create complex filters, prompts and charts.

Both tools have access to our powerful data model, which contains the underlying tables of enQuesta. The model also includes all table joins, so a report author can create a report by simply dragging and dropping fields onto a report, without needing to know how the tables are joined together.

- Include a list of all standard reports provided by your system**

Using the information found within enQuesta is critical to making good business decisions within your utility. To do this, enQuesta comes out-of-the-box with the following reporting solutions: standard reports, an ad-hoc reporting tool that also provides for creation of dashboards, and the enQuesta Query Layer (eQL) data dictionary. These tools will enable you to report against any piece of data residing within enQuesta. Once a user has signed into enQuesta they have access to all the tools within their user template which has been established by your system administrator.



Our proposed reporting solution, IBM Cognos BI, is a completely Web-based Business Intelligence reporting solution with a zero-footprint deployment. Everything from creating reports, scheduling reports, to consuming reports is available from a single URL. Cognos provides a flexible report presentation, allowing consumers to view reports in HTML, PDF, Excel, or CSV format.

As part of our implementation, S&S will conduct an on-site reporting workshop. During this session the Customer’s reporting personnel work with the instructor to review the reporting environment, reporting data model and create reports in a hands-on lab environment. S&S will also work with LFUCG on developing a set of reports. The number of reports to be co-developed is usually decided during the SOW phase.

enQuesta’s Standard Reports module provides a library of standard production reports to be used in conjunction with each module. These reports have various input options, allowing users to obtain the results they are specifically looking for. The enQuesta Query Layer offers users an additional level of reporting capabilities, with the ability to access ad-hoc reports via a secure portal. Users can easily create reports without the need for programmatic intervention.

General Utility Billing Reports	
Additional Customer Address Report (Third Party)	No Readings Print
Additional Premise Address Report/ Landlord	Pre-Calculation Kickout Report
Billing Cycle Recalculation Kickout	Customer Rate File
Billing Cycle Register Print	Items Application Verification
Billing Frequency Rate Analysis	Items Billed Report
Billing Transaction File Print	Step Rate File
Block Use File Maintenance and Usage Report	Sales by Meter Size Report
Budget File Print	Sales by Rate/Year End Sales
Calculation/Month End/ Year End Summary Print	Sales by Tax District (Monthly/Yearly)
Call Tracking Report	Sales Tax Report
Contract List	Select Usage Report
Customer Contract List	Summary Rate File List
Duplicate Reads Report	Transaction Analysis Report



Final Accounts Calculation	Transaction History Print
No Access List	General Ledger Distribution Print
Landlord Lease Report	Usage History File Create and Print
Miscellaneous Tax Report (Monthly/Annual)	Usage Report
Trial Balance	
Data Verification Reports	
Accounts Without Meters or Items	Premises With No Active/Vacant Accounts
Accounts Verification Report	Items Application Verification
Address Verification Report	Range/Premise/Application Premise Information
Compare Master CIS Number & Sequence Number to Premise File	Summary Account Balance File menu
Customer with Active/Inactive Accounts	Verify Application Valve to Valve File
Duplicate Meter Report	Verify Rate/Classes Report
Inactive Accounts with Active Accounts	Verify Street on Premise File to Street File
Multiple Meters for One Customer Report	Verify Street on Range File to Street File
Owner's Address Report	Verify Valve to Application Valve File
Premise Verification Reports	Work Order Verification Active Customer
Cash, Credit & Collections Reports	
Audit Transaction	Deposit File Print
Bankruptcy File Report	Dispute File Print
Budget Estimation Report	Inactive Code Report
Call Tracking Report	Installment Agreement Report
Cash History Print	Late Payment/Penalty
Collection Agency File Report	Lien File Report
Collection Reason List	Miscellaneous Distribution
Collections -Shutoff Report Print	NSF Description
Credit Refunds -Credit Balance Report	Promise to Pay Report
Delinquent Calculation Print	Shut-Off Accounts
Meter Reports	
Accounts Without Meters or Items	Multiple Meters for One Customer Report



Duplicate Meter Report	Valve File Edit Listing
Meter (Device) File Print	Valve File Edit Report
Meter Inventory List	Valve List Reports
Meter List Reports	Verify Application Valve to Valve File
Meter Test File Print	Verify Valve to Application Valve File
Work Order Reports	
Daily Worksheet	Work Order Reading Code List
Work Order Area List	Work Order Resolution List
Work Order Analysis	Work Order Schedule Category Summary
Work Order Area Printers List	Work Order Script Type List
Work Order Bill of Materials List	Work Order Status Code List
Work Order Completion Report	Work Order Type List
Work Order Fatal Code List	Work Order Type Total Level List
Work Order Group List	Work Order Verification Active Customer
Work Order New Customer	Work Order "What" Code List
Work Order New Meter	Work Order "What" Reason List
List Edit Reports	
Central Information Initial Setup Lists	Meter File List Menu
Finance and Accounting Reports	Tax Files Listing Menu
Valve Tap List Menu	Valve Reports
Item File Print Menu	



- **Regarding data conversion: please describe your recommended approach to converting existing data from the current system to the new system; the recommended number of years of data that should be converted over from the system; and the recommendation for archiving or accessing the data from the old billing system once the new CIS system is in place.**

S&S will convert 3 years of historical water consumption, the sanitary sewer ERU change history and current financial data within your legacy CIS solution. Based on a mutual assessment of your data, we can bring over a total of five years if it adds value to your use of enQuesta. We would do this at no extra cost.

Our data conversion methodology is based around a three-step approach. First, data sources are identified and analyzed so that we have a firm understanding of all the data that needs to be converted. We then create a repeatable method for extracting data from these sources. Second, data is mapped and verified while conversion routines are prepared and tested. Third, data is taken from the various sources defined in step one and deposited in the target system. The actual conversion process is executed in two parts: initially in an iterative manner to perform parallel billing and testing, then finally immediately prior to production Go-Live.

We will work with LFUCG to determine the most appropriate data format that will allow for ease of conversion for both parties.

The legacy system may continue to operate for reference or research purposes once the enQuesta solution is in place. The ongoing support and maintenance of the replaced system will continue to be the responsibility of LFUCG following our conversion and cutover.

A more comprehensive overview of our data conversion process can be found in our response to the section titled: **“Implementation and Conversion Methodology.”**

-
- **Describe how system backup and recovery is accomplished.**

Providing peace of mind, whether it is in the face of the unthinkable or the mundane, is critically important for any CIS solution. As your vendor, S&S’s technical staff will work with LFUCG’s IT Department to ensure that enQuesta fits with your Disaster Recovery strategy.

S&S’ recommended backup strategy utilizes Snap backups. During this process all enQuesta services are stopped and a virtual snapshot of all data is taken. Once this process has completed the enQuesta services are then brought online restoring access to the application



while the virtual snapshots are stored. This process is normally completed with less than 30 minutes of downtime.

The SQL Server database can be backed up hot using the MS AlwaysOn feature. In an Oracle environment, the Oracle database is run in ARCHIVELOG mode and RMAN backups are run while the database is running. Either process allows for Point-in-Time-Recovery (PITR) of the database.

For Disaster Recovery we offer two different standard solutions, detailed on the following table. Note that we can also work with you on a custom option.

Proposed Scenario		
	Scenario 1 SAN Replication	Scenario 2 Standby Database
Recovery Timeframe	Real-time / < 10 minutes	4-8 Hours
Data Replication	SAN Based	Media Restore
Failover Type	Heartbeat / Manual	Manual
Hardware Administration	S&S	S&S / LFUCG
New/Existing Hardware	Additional Server / SAN	Additional Server
Scale of Failover System	Full Utility	Full Utility
Cost of Ownership	High	Moderate
Pros:	<p>Provides access to a secondary environment in an identical state as the primary environment.</p> <p>Low maintenance due to real-time replication.</p> <p>The secondary server can be scaled to support the desired level of business continuity.</p>	<p>Limited downtime that results in business operations being restored more quickly.</p> <p>Can be used for additional training, O/S patch testing, and/or querying and report development.</p>
Cons:	<p>Short-term higher cost due to the additional hardware and licensing needs.</p>	<p>Multiple environments needing to be continuously maintained manually.</p> <p>Additional costs due to hardware, licensing, and support needs.</p>



-
- **Describe how you will streamline and/or automate the transfer of data from the KAWC MFT site into the proposed billing solution.**

S&S will conduct a thorough review of the KAWC MFT site and how LFUCG currently interfaces with it during the Business Process Review stage of the implementation. Using the data file layouts that accompanied this RFP and the information garnered during the first part of the BPR, S&S will work with LFUCG and KAWC to build an interface that will, at least, meet the interoperability of the current CIS system. S&S will also use our experience with numerous system integrations to investigate ways to minimize LFUCG employee involvement in the interface and work to minimize the manual work currently required for shutoffs.

-
- **Please list any known software glitches such as security issues, etc.**

S&S utilizes the Test Track Pro (TTP) software suite to track and manage product/process issues within our organization. TTP is an issue resolution system that is used by our customers and internal resources to log and track issue resolution. The system will also generate reports for a comprehensive review of both closed and outstanding issues. The status of issues can be reviewed online through the Customer Portal and customers can obtain updates by calling or emailing the Customer Support Desk.

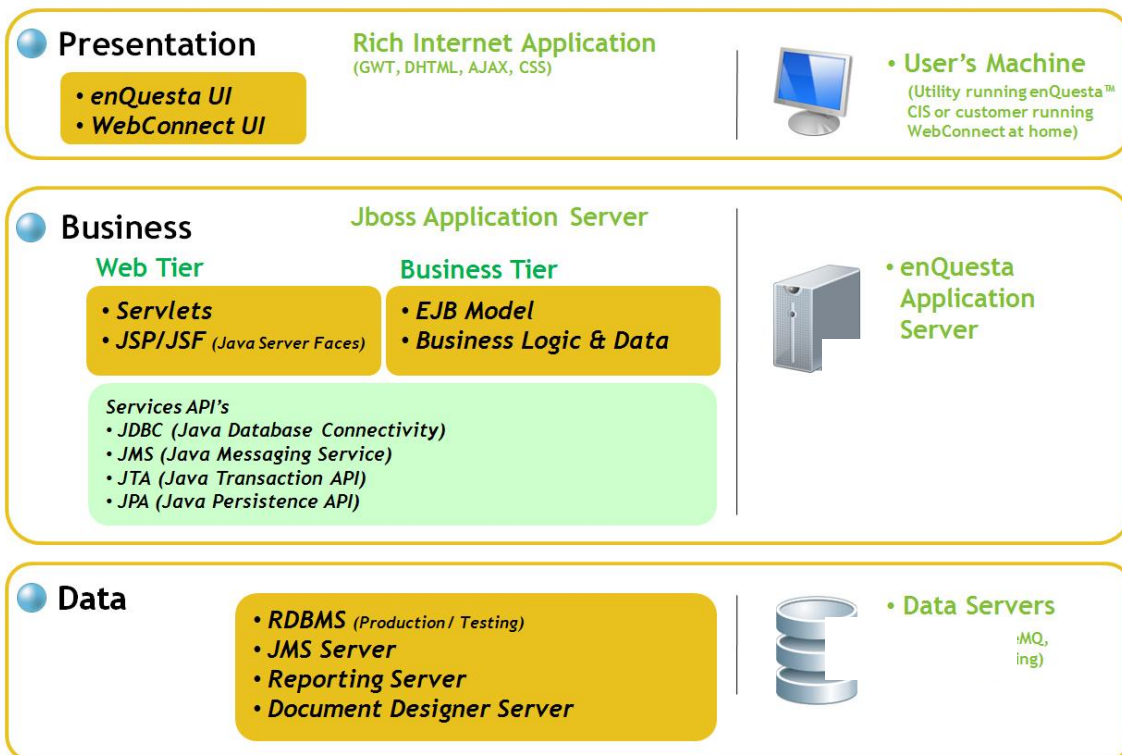


PROPOSED HARDWARE OPERATING ENVIRONMENT

The enQuesta solution runs on a technology platform that supports our design goals and fits within the LFUCG’s technology environment and standards. Our solution provides a competitive upfront cost, efficient ongoing operation, and highly stable and reliable uptime. We recommend that enQuesta be deployed on Dell or HP servers running Windows 2008 R2 operating system and SQL Server 2012 database. We also offer enQuesta on a Red Hat LINUX 6 or AIX OS and Oracle 11g database. As part of our standard maintenance and support, we will provide as much or as little technical support for these platforms as the LFUCG wishes.

The basics for the required hardware will be the same for all three pricing options detailed in the RFP. Details on our solution for the hosted option are listed below, under the pertinent question.

enQuesta is designed on a three-layer principle, which provides isolation for each aspect of the solution. This creates a strong foundation for the solution while allowing for the maximum amount of flexibility and adaptation. An overview of our solution is listed below, and a more robust discussion of each aspect of enQuesta’s technology is available in our response to the “**Proposed Applications and Database Software**” area of this RFP response.

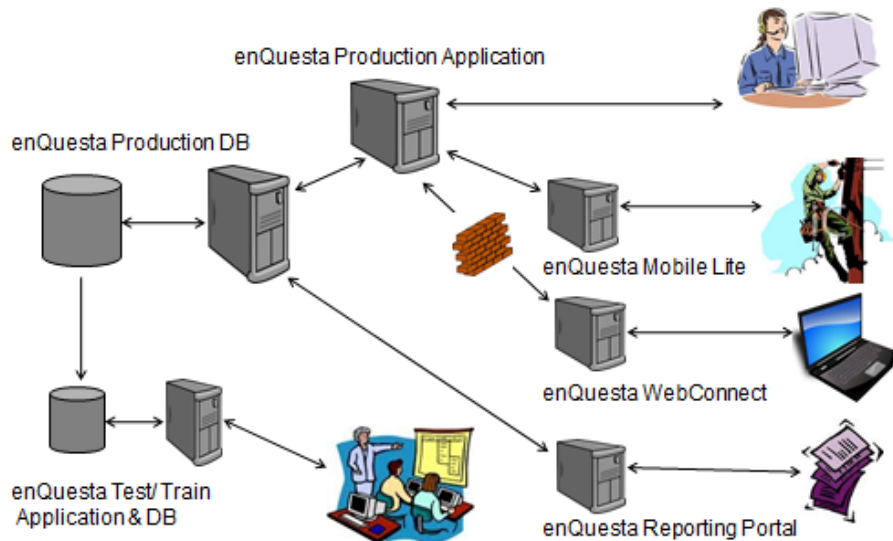




enQuesta Technology Overview

Presentation	Business	Data
<p>The enQuesta™ User Interface (UI) takes extensive advantage of state-of-the-art technologies:</p> <ul style="list-style-type: none"> • DHTML (Dynamic HTML) • CSS (Cascading Style Sheets) • AJAX (Asynchronous JavaScript and XML) • Rich Internet Applications (GWT, JSF) 	<p>The enQuesta™ Business Tier: an object-oriented, Web Services-driven business layer:</p> <ul style="list-style-type: none"> • Java • XML • Web Services • Proven efficiency of Cobol's large-scale financial transaction processing and powerful numerical analysis capabilities 	<p>enQuesta's™ reliable and portable platform & database technologies:</p> <ul style="list-style-type: none"> • SQL Server DB on Windows • Oracle DB on Linux / AIX
<p>Benefit:</p> <ul style="list-style-type: none"> • Quick response to user actions • Automatic deployments • Platform and Device independence • Configurable per user roles • Themes & "Skins" 	<p>Benefit:</p> <p>The enQuesta™ Business Tier allows for standard XML-based exchange of business-to-business data transfers and integration into the enQuesta™ Service-Oriented Architecture (SOA)</p>	<p>Benefit:</p> <ul style="list-style-type: none"> • Application scalability • Utility choice • Robust Disaster Recovery Services

At minimum, the enQuesta Production environment will require a dedicated Application server and separate Database server. Each additional environment (Test, Train, etc.) will require the same, though non-production environments may be able to be deployed with multiple environments on a single server. Ancillary servers will be required for WebConnect and the Reporting Portal. Servers may be physical or virtualized. Below is a sample diagram of a typical hardware configuration for a similar sized organization:



- **Describe server requirements for both the hardware and the software. List the network operating system software.**

The following server specifications are provided based on S&S's expertise with enQuesta server requirements. If selected as your vendor of choice, we will work with the LFUCG's IT



team to finalize specifications, as the number of servers could be reduced via partitioning or virtualization depending on how you want to break out the environments. We have experience deploying enQuesta in both VMWare and Citrix environments. S&S can provide the Dell or HP servers as part of a total solution package or LFUCG can purchase them separately.

Server	Production Application
Processor	(2) i7-3930K @ 2.66 GHz 6 Core, 12MB Cache
Memory	96 GB 1333 MHz
Adapters	(2) Internal Ethernet ports (2) PCI-X/e-Dual Ethernet Card (2) PCI-X/e- Dual Fiber Channel SCSI Card
Storage	OS: (2) 250GB Disks Data: 2TB usable SAN capacity

Server	Production Database
Processor	(2) E5640: 2.67 GHz 4 Core, 12MB Cache
Memory	64 GB 1333 MHz
Adapters	(2) Internal Ethernet ports (2) PCI-X/e-Dual Ethernet Card (2) PCI-X/e- Dual Fiber Channel SCSI Card
Storage	OS: (2) 250GB Disks Data: 2TB usable SAN capacity

Server	Train
Processor	(2) E5640 2.67 GHz 4 Core 12MB Cache
Memory	64 GB 1333 MHz
Adapters	Dual RJ-45 Ethernets ports
Storage	OS: (2) 250GB Disks Data: (4) 500GB Disks

Server	Test
Processor	(2) E5640 2.67GHz 4 Core 12MB Cache
Memory	64 GB 1333 MHz



Adapters	Dual RJ-45 Ethernet ports
Storage	OS: (2) 250GB Disks Data: (4) 500GB Disks

Server	Cognos BI
Recommended Configuration	Specifications: Intel Core i3-540, 16 GB memory, (2) 250 GB 15K rpm internal disks, Mirrored OS, Dual Ethernet Ports, and redundant power supplies.

Server	WebConnect (eCustomer Self Service)
Recommended Configuration	Specifications: Intel Core i3-540, 16 GB memory (minimum), (2) 250 GB 15K rpm internal disks, Mirrored OS, Dual Ethernet Ports, and redundant power supplies

The following table contains the optimal configuration necessary to operate the iNovah solution:

Web Server / Database Server

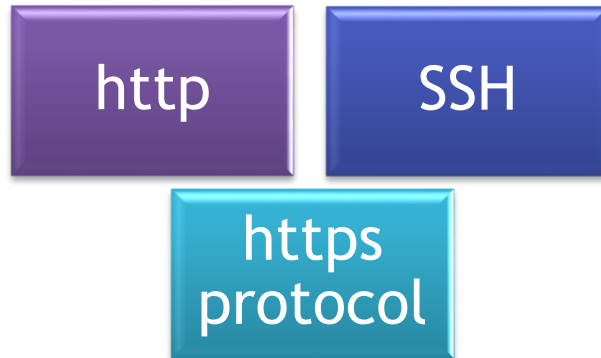
Component	Optimal
Processor	2 or more Dual-Core Intel® Xeon® 3.0 GHz processors, 4+ MB Cache, 667MHz Front Side Bus
Memory	16GB DDR2 400MHz (8X2GB),Dual Ranked DIMMs (upgradeable)*
Storage	8 or more 72+ GB hot swap, high speed SAS/SATA drives with 2+ controllers
RAID	Level 10
Power Supply	Dual 200-240 Volt
Media	CD/DVD ROM drive
Network Access	Dual 1GB network cards
Peripheral	Monitor, keyboard and mouse
Operating System	Microsoft Windows Server 2003 R2 Enterprise Edition or Server 2005 R1
Database Platform	Microsoft SQL Server 2005 Enterprise Edition SP2 or later (or 2008)
Other	Backup software and hardware Virus protection software Internet Explorer 7 or 8



Network Requirements:

enQuesta Network Protocols

Network Protocols Supported



Protocols:

- TCP/IP protocol stack

Security

- VPN, DMZ, Firewalls, Applications—secure protocols, passwords
- System Monitoring (Nagios, RHQ)
- Intrusion Detection (customer supported network intrusion detection system)

Bandwidth

- 2-4 Mbps per user for good response on Inquiry. Initial load is much more demanding, so this bandwidth does not have to be available all the time. Reports, batch jobs, and printing will also affect network bandwidth.
- Minimum of 1 Gbps Server Room Backbone.



- **LFUCG may, or may not, have the selected vendor host the billing solution on the third party’s servers. Indicate any issues with this possibility. Describe your company’s options for hosting your proposed solutions for LFUCG. Indicate what ‘hosting’ includes and does not include.**

S&S will offer OrionV, Harris Computing’s in-house hosting solution to provide a hosting option that will meet LFUCG’s needs. The OrionV solution provides security, performance and efficiency, allowing for the full use of the enQuesta software without requiring any server hardware, or hardware support, at the LFUCG site.

The services provided by OrionV include server management, firewall management, load balancing, dedicated network services, managed network security, compliance, disaster recovery and virtual services. They offer a high-security datacenter, being SSAE-16 Type II and SOC II & III compliant, and a highly available solution, being a fully redundant N+2 data center with multiple layers of power, HVAC and Internet redundancy.

Please see **Attachment 5: Partner Information** for more information on the OrionV solution.

- **For each applicable pricing scenario, describe client hardware and software requirements. List the operating system software.**

enQuesta can be supported on a wide range of desktop configurations. The client hardware and software requirements and recommendations are irrespective of the pricing option that LFUCG decides to move forward with. The two fundamental types of workstations are: Windows client and Internet client (PC, handheld device, etc. with supported web browsers. We recommend IE9).

Work Station	Minimum System	Recommended System
Operating System	Windows XP	Windows XP/7
Processor	3rd Generation Intel® Core™ i3	3rd Generation Intel® Core™ i5
RAM	4 GB	4+ GB
Screen Resolution	1024 x 768	1024 x 768
Disk	100 MB (free)	100 MB (free)
LAN Speed	100 Mbps	100 Mbps
Browser	IE8	IE9
PDF Viewer	Acrobat Reader	Acrobat Reader (latest ver. at the time of installation)



- **Identify any separate licensing and support considerations for third-party components.**

With S&S as your prime contractor, all third-party licensing and support components are included as part of the S&S contract. For LFUCG this means that you will only have one vendor for contract terms and conditions and support. We believe that by making the process as straightforward as possible it enables you to focus on your business while delivering the features and functionality you want out of this project at a better value point for both the implementation and the long term.

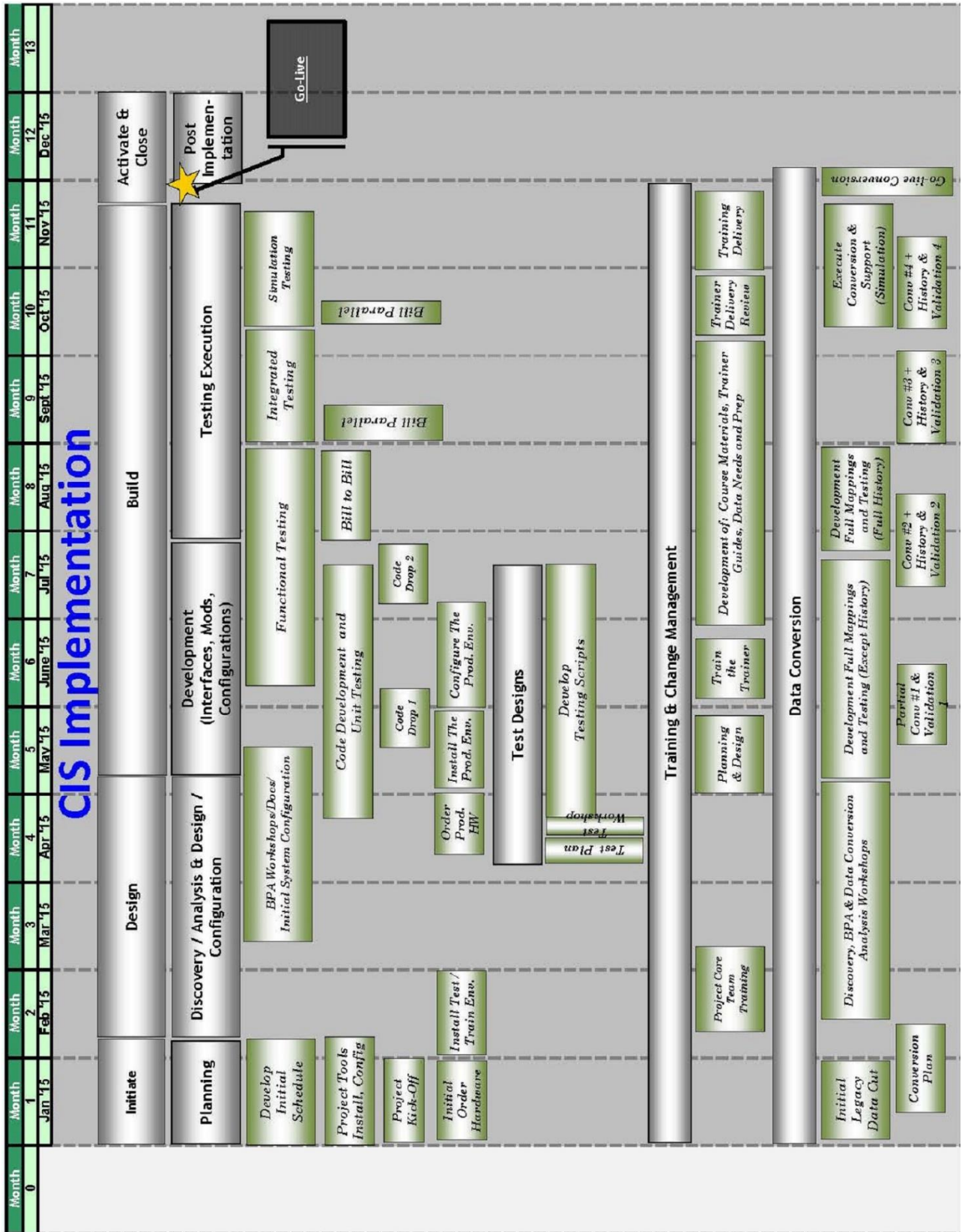


PROJECT/WORK PLAN

Below, we have included a high-level Gantt chart organized by the four major phases of our implementation process (Initiate, Design, Build, Activate) described in our conversion methodology overview in the next section of this document. This chart lays out all of the major implementation milestones including installation, testing, mock conversions, training and Go-Live. This plan also provides the length of time each of these phases should take to complete, and allows LFUCG to see how the various aspects of our methodology fit together over the course of the implementation.

Additionally, there is a proposed project schedule based on our previous implementations for utilities of a similar size and scope to LFUCG. This timeline includes all the major tasks required for the project along with the number of business days the task is expected to take. As requested, we built this plan with a start date of January 2015.

After the Gantt chart and project schedule, we have included a detailed list of the project deliverables we anticipate requiring for implementation, based on the information contained in LFUCG's RFP and our understanding of LFUCG's current operating environment, business processes and expectations. This list includes the name of the deliverable, a robust description of the work to be performed, the owner of the task (S&S, LFUCG, or co-responsible), and the format of the deliverable or notification document.





LFUCG enQuesta Project Schedule				
ID	Task Name	Duration	Start	Finish
0	LFUCG enQuesta Project Schedule	255.5 days	Thu 1/1/15	Mon 1/4/16
1	Project Initiation Date	0 days	Thu 1/1/15	Thu 1/1/15
2	Recurring Project Tasks	193 days	Tue 3/3/15	Mon 11/30/15
3	Monthly Project Management Reporting	193 days	Tue 3/3/15	Mon 11/30/15
4	Monthly Project Management Report	21 days	Tue 3/3/15	Tue 3/31/15
5	Monthly Project Management Report	22 days	Wed 4/1/15	Thu 4/30/15
6	Monthly Project Management Report	20 days	Fri 5/1/15	Fri 5/29/15
7	Monthly Project Management Report	22 days	Mon 6/1/15	Tue 6/30/15
8	Monthly Project Management Report	22 days	Wed 7/1/15	Fri 7/31/15
9	Monthly Project Management Report	21 days	Mon 8/3/15	Mon 8/31/15
10	Monthly Project Management Report	21 days	Tue 9/1/15	Wed 9/30/15
11	Monthly Project Management Report	22 days	Thu 10/1/15	Fri 10/30/15
12	Monthly Project Management Report	22 days	Mon 11/2/15	Mon 11/30/15
13	Initiation Phase	42.5 days	Fri 1/2/15	Wed 3/4/15
14	Assemble Project Team	2 days	Fri 1/2/15	Mon 1/5/15
15	Assemble S&S Project Team	0.5 days	Fri 1/2/15	Fri 1/2/15
16	Assemble City Project Team	2 days	Fri 1/2/15	Mon 1/5/15
17	Conduct Sales Transition Meeting	0.25 days	Fri 1/2/15	Fri 1/2/15
18	Prep Project Launch Meeting and Agenda	0.5 days	Fri 1/2/15	Fri 1/2/15
19	Initial Project Launch	3 days	Mon 1/12/15	Wed 1/14/15
20	Introductions - Project Launch	0.5 days	Mon 1/12/15	Mon 1/12/15
21	Review High Level Timeline; Plan Overview - Project Launch	0.5 days	Mon 1/12/15	Mon 1/12/15
22	Organization of the Joint Project Team - Project Launch	0 days	Mon 1/12/15	Mon 1/12/15
23	Review Roles and Responsibilities First Days - Project Launch	1 day	Mon 1/12/15	Mon 1/12/15
24	Review Statement of Work - Project Launch	1 day	Tue 1/13/15	Tue 1/13/15
25	Review Conversion Plan - Project Launch	1 day	Wed 1/14/15	Wed 1/14/15
26	Review Discovery Phase - Project Launch	1 day	Wed 1/14/15	Wed 1/14/15
27	Initial Review of Business Process Questionnaire Template	0.5 days	Wed 1/14/15	Wed 1/14/15
28	Current Process Documentation	13 days	Wed 1/14/15	Mon 2/2/15
29	Request Current Process Documentation with Deliverable Date for Client	1 day	Wed 1/14/15	Thu 1/15/15
30	Provide List of Documents Needed	5 days	Thu 1/15/15	Thu 1/22/15
31	Gather All Current Process Documentation	5 days	Fri 1/23/15	Fri 1/30/15
32	Deliver Completed Current Process Documentation	1 day	Fri 1/30/15	Mon 2/2/15
33	Project Documents Development	29 days	Thu 1/15/15	Wed 2/25/15
34	Create Project Documents	24 days	Thu 1/15/15	Wed 2/18/15
44	Review Project Documents	14 days	Thu 1/29/15	Wed 2/18/15
51	Revise Project Documents	15 days	Wed 2/4/15	Wed 2/25/15
58	Sign-Off Project Documents	10 days	Tue 2/10/15	Wed 2/25/15



LFUCG enQuesta Project Schedule				
ID	Task Name	Duration	Start	Finish
65	Establish Project Tracking Tools	18 days	Fri 1/16/15	Tue 2/10/15
66	Install Project Tracking Tools	5 days	Fri 1/16/15	Thu 1/22/15
68	Configure 'Tracking Tool'	10 days	Mon 1/26/15	Fri 2/6/15
77	Project Tracking Tools Training - 'Tracking Tool' System	2 days	Mon 2/9/15	Tue 2/10/15
81	Project Tracking Tools Completed	0 days	Tue 2/10/15	Tue 2/10/15
82	Project Team Kick-Off	14.5 days	Thu 1/15/15	Wed 2/4/15
83	Prep Project Team Kick-off Meeting	10.5 days	Thu 1/15/15	Thu 1/29/15
93	Conduct Project Kick-off	1 day	Tue 2/3/15	Wed 2/4/15
94	Sign-Off Project Kick-Off	0 days	Wed 2/4/15	Wed 2/4/15
95	Plan Deployment of Project Infrastructure	42.5 days	Fri 1/2/15	Wed 3/4/15
96	Test/Train Environment	42.5 days	Fri 1/2/15	Wed 3/4/15
184	Data Conversion Analysis Preparation	1 day	Mon 1/5/15	Tue 1/6/15
185	Request Initial Data	0 days	Mon 1/5/15	Mon 1/5/15
186	Request Initial Data Mapping Document	1 day	Tue 1/6/15	Tue 1/6/15
187	Initiation Phase Completion Sign-Off	0 days	Wed 2/25/15	Wed 2/25/15
188	Payment Milestone : Initiation Phase Completed	0 days	Wed 2/25/15	Wed 2/25/15
189	Design Phase	93 days	Fri 1/2/15	Wed 5/13/15
190	Establish Project Infrastructure	1 day	Wed 3/4/15	Thu 3/5/15
191	Training Environment Confirmation	1 day	Wed 3/4/15	Thu 3/5/15
192	Data Conversion Analysis	84 days	Tue 1/6/15	Mon 5/4/15
193	Conversion Planning	20.5 days	Thu 1/15/15	Thu 2/12/15
198	Obtain Source and Target File Documentation	17 days	Tue 1/6/15	Wed 1/28/15
203	Conversion Discovery	17 days	Thu 1/29/15	Mon 2/23/15
209	High Level Data Review	16 days	Wed 3/4/15	Thu 3/26/15
213	Initial Data Mapping	66 days	Fri 1/30/15	Mon 5/4/15
231	Conduct Discovery Workshops	7 days	Thu 2/5/15	Tue 2/17/15
232	Discovery Session - On-site	7 days	Thu 2/5/15	Tue 2/17/15
241	Conduct Core Team Training	27.5 days	Wed 2/4/15	Mon 3/16/15
242	Training Plan	23 days	Wed 2/4/15	Tue 3/10/15
253	Project Team Training	8.5 days	Wed 3/4/15	Mon 3/16/15
270	Business Process Analysis (BPA) Planning	12 days	Fri 1/23/15	Tue 2/10/15
271	BPA Workshops Plan	6 days	Fri 1/23/15	Mon 2/2/15
275	BPA Master Agenda	2 days	Mon 2/2/15	Wed 2/4/15
279	BPA Individual Workshops Agendas	2 days	Mon 2/2/15	Wed 2/4/15
283	Create Initial Functional Matrix Scope Document	2 days	Wed 2/4/15	Fri 2/6/15
287	Create BPA Documents Master List	3 days	Thu 2/5/15	Tue 2/10/15
291	BPA Workshops	42 days	Tue 3/17/15	Wed 5/13/15
292	Week - On-site BPA	3 days	Tue 3/17/15	Thu 3/19/15
294	Week - VT BPA	4 days	Mon 3/23/15	Thu 3/26/15
296	Week - On-site BPA	4 days	Mon 3/30/15	Thu 4/2/15



LFUCG enQuesta Project Schedule				
ID	Task Name	Duration	Start	Finish
298	Week - VT BPA	5 days	Mon 4/6/15	Fri 4/10/15
300	Week - On-site BPA	5 days	Mon 4/13/15	Fri 4/17/15
302	Week - VT BPA	4 days	Mon 4/20/15	Thu 4/23/15
304	Week - On-Site BPA	3 days	Mon 4/27/15	Wed 4/29/15
306	Week - VT BPA	4 days	Thu 4/30/15	Tue 5/5/15
308	Week - On-site BPA	5 days	Thu 5/7/15	Wed 5/13/15
310	BPA Workshops Completion	0 days	Wed 5/13/15	Wed 5/13/15
311	Testing Design	15 days	Fri 1/2/15	Thu 1/22/15
312	Test Scripts and Expected Results Development ea. Tbd	15 days	Fri 1/2/15	Thu 1/22/15
317	Develop Test Execution Schedule	3 days	Fri 1/2/15	Tue 1/6/15
321	Build Phase	135 days	Thu 5/14/15	Mon 11/23/15
322	Data Conversion Development	30 days	Thu 5/14/15	Thu 6/25/15
323	Conversion Code Loads for CIS	30 days	Thu 5/14/15	Thu 6/25/15
334	Modification and Interface Development	35 days	Thu 5/14/15	Thu 7/2/15
335	Develop Business Requirements Documents BRD	10 days	Thu 5/14/15	Thu 5/28/15
350	Development	25 days	Fri 5/29/15	Thu 7/2/15
353	Report Design and Specifications	76 days	Thu 5/14/15	Mon 8/31/15
354	Master Report Catalog	35 days	Thu 5/14/15	Thu 7/2/15
359	Report BRD for Each Modified Report Object add for each	10 days	Mon 7/6/15	Fri 7/17/15
364	Client Side Modified Report Objects add for each client report	31 days	Mon 7/20/15	Mon 8/31/15
368	Sign-Off All Client Side Modified Report Objects	0 days	Mon 8/31/15	Mon 8/31/15
369	Application Configuration	48 days	Thu 5/14/15	Wed 7/22/15
370	Configuration of enQuesta Application - Prod	28 days	Thu 5/14/15	Tue 6/23/15
387	Configuration of WebConnect Application - Prod	25.5 days	Fri 6/5/15	Mon 7/13/15
391	Configuration of Cognos Application - Prod	25.5 days	Fri 6/5/15	Mon 7/13/15
396	Configuration and Change Log Document	10 days	Wed 6/24/15	Wed 7/8/15
399	Code Deployment	46 days	Mon 5/18/15	Wed 7/22/15
410	Design and Configure Application Security	9 days	Wed 6/24/15	Tue 7/7/15
417	Extract, Conversion and Testings Iteration Execution	110 days	Tue 6/2/15	Wed 11/4/15
418	Functional Testing	65 days	Tue 6/2/15	Tue 9/1/15
455	Integration Testing	23 days	Wed 9/2/15	Mon 10/5/15
491	Simulation Testing	20 days	Thu 10/8/15	Wed 11/4/15
527	Training	77 days	Thu 8/6/15	Mon 11/23/15
528	Train-the-Trainer Prep and Training	29 days	Thu 8/6/15	Wed 9/16/15
533	End-User Training	52 days	Fri 9/11/15	Mon 11/23/15
551	Activate Phase	41.5 days	Wed 11/4/15	Mon 1/4/16
552	Go Live Readiness	11 days	Wed 11/4/15	Wed 11/18/15



LFUCG enQuesta Project Schedule				
ID	Task Name	Duration	Start	Finish
553	Go Live Checklist	10 days	Wed 11/4/15	Tue 11/17/15
562	Cutover and Rollback Plan	3 days	Wed 11/4/15	Fri 11/6/15
568	Go/No-Go Decision	1 day	Tue 11/17/15	Wed 11/18/15
570	Go Live Conversion, Validation and Testing	5.5 days	Fri 11/27/15	Wed 12/2/15
571	Final Data Legacy Cut	0.5 days	Fri 11/27/15	Fri 11/27/15
572	Final Data Conversion Delivery	0.5 days	Fri 11/27/15	Fri 11/27/15
573	Conversion Validation and Go Live Testing	5 days	Fri 11/27/15	Wed 12/2/15
587	Go Live	1 day	Mon 11/30/15	Tue 12/1/15
588	Post Go Live Support	22 days	Mon 11/30/15	Mon 1/4/16
589	Month - Post Implementation Support	20 days	Tue 12/1/15	Thu 12/31/15
590	Final Acceptance of CIS Solution	0 days	Mon 11/30/15	Mon 11/30/15
591	Transition to Client Services	1 day	Thu 12/31/15	Mon 1/4/16
592	Project Close	1 day	Thu 12/31/15	Mon 1/4/16



Del. #	Work Order Title	Deliverable Name	Deliverable Description / Acceptance Criteria	Responsible Party	Evidence / Format
1	Status Reporting	Monthly Project Management Reporting	<p>1) Project Schedule: This monthly deliverable, defines the updated tasks, actual work, remaining work, percent complete and milestone completions including resource updates and timeframe updates. Both parties will commit to staffing and resources to meet a rolling 2-month window. 2) Monthly Risk Assessment Log and Report, the report will document all identified risks and mitigations will be documented, actions assigned and reported on. 3) Issue Log - Report that lists the issues for the project as well as responsible resource and due date. The report will list all open issues that are not appropriate to be tracked in the project plan such as to-do items, product defects, etc. (Report will be managed by the S&S Team and regularly reviewed by S&S and LFUCG). 4) Weekly Status Reports - Status reports will document prior accomplishments, upcoming activities, past due activities and action to recover, estimated completion dates, key decisions, vacation, risks, and issues. 5) Weekly Project Management Meetings - Each week (or as established with the PM team) there will be a project management meeting between all parties. This meeting will review all aspects of the project status and establish the next weeks work priorities. (6) Participation and support with third party project consultants LFUCG engages to support the project.</p> <p>(Monthly sign-off that activities listed in deliverable have been performed)</p>	Co-Responsible	MS Word and/or MS PowerPoint
2	Maintain Solution Environments	Solution Environments Installed	Multiple technical environments, in which components of the S&S Solution, relevant third party applications, and relevant databases, and interface systems reside and are operable, will be needed throughout the duration of the Project. As these are needed, in accord with the Project Work Plan, they will be created and configured. This is a recurring activity and will occur during this phase and all subsequent phases.	S&S	MS-Word
3	Construct Initial Project Documents	Construct Initial Project Documents	Defines mission, scope, major deliverables, high level project schedule, change request procedures, metrics (calculation and definitions), issue and risk management procedure, high level landscape (environments), organizational chart, roles and responsibilities and project governance.	Co-Responsible	MS-Word
4	Construct Initial Project Documents	Kick-off Meeting	Material will be created based on the Project Charter. These sessions will have the intent to educate the other stakeholders to the overall approach to the project and focus on the first 90 days and the Analysis/Workshop Approach. A Kick-off meeting will be held with the entire project team. This Kick-Off Meeting will have up to two repeated sessions, totaling no more than 8 hours.	S&S	MS-PowerPoint
5	Construct Initial Project Documents	Review Project Plan Documents Workshop	Conduct a workshop with all core team members to explain how the project team members will work together as defined in the Project Management Plans. A presentation document will be developed to facilitate the session.	S&S	MS PowerPoint
6	Construct Initial Project Documents	BPA Questionnaire	S&S will provide LFUCG with a questionnaire of standard utility and enQuestia configuration BPA questions in each functional area (e.g., billing, customer service, cashiering, service orders, collections, etc.). The intent is for the customer to provide answers to the questions within the provided document to help guide the discovery and BPA sessions more efficiently.	S&S	MS Excel or Word
7	Construct Initial Project Documents	Current State Deliverables	S&S will provide LFUCG with a list of deliverables to be provided to S&S to aid and serve as a basis for discovery, BPA and configuration. Examples of deliverables requested include list of legacy rates, GL mapping, service order list, letters, formal written policies and tariffs, etc.	S&S	MS Excel or Word
			Bill print samples (for all bill print variants)		



Please include current bills, past due bills, new service bills, final bills, rate changes, master or net billing any special messages or any other specialized bills.
Disconnect reminders or past due notices
Shutoff door hangers (if exist)
Shutoff service orders
Any other special collections forms
Screen shots from legacy system for specific accounts
All rate tariffs
Please include specialized rates, including bills that are prepared manually
A print out of your rate codes and associated rate properties (e.g., associated service charges, consumption block fees, prorating rules, etc.) from your legacy system.
All written policies that exist, related to CIS operations
For example: collections policies or shutoff procedures
Copy of all letters needed from system
Copy of all existing service order forms
List of all service/work orders you generate
Any tax write-ups (if they exist)
Please include state, county, city, and school taxes.
Type of tax and components that the tax is applied to
Any formula, rules, or policies around account budgets (if used)
Any formula, rules, or policies around deposit calculations and deposit rules
Any formula, rules, or policies around installment/payment extension policies
Forms related to formal dispute process (if exists)
Any forms, rules, and policies around the New Service process
Copy of billing schedule
List of used reports (use spread sheet provided as a template)

MS Excel or Word

S&S

Current State
Deliverables

Construct Initial Project
Documents



<p>Please provide us with a list of the reports that you produce from your current utility billing system and any ad hoc reports that are used as well. Include the name of the report, a short description on its purpose and use, the frequency with which it is run, and at least the first page of a sample to indicate column headings.</p>
<p>List of cycle and route mapping</p>
<p>Chart of G/L accounts:</p> <p>We are only looking for the subset of your Chart of Accounts that will be populated by enQuesta - directly by the GL interface and/or through journal entries posted from data provided by enQuesta. Please do not send a complete Chart of Accounts unless you indicate which you expect to be populated by enQuesta. For example, we do not need payroll expense accounts or miscellaneous operating revenue, unless that revenue will be billed by enQuesta.</p>
<p>Balance sheet and income statements used to manage your utility operations.</p>
<p>This is intended to help us identify those GL Accounts that are to be populated by enQuesta. We are basically looking for the Balance Sheet and P & L accounts that need to be mapped from enQuesta. If you feel that you have provided a comprehensive list of the accounts that enQuesta will populate in above, you may skip this deliverable.</p>
<p>Provide Revenue, AR, Cash, Write-off GL account numbers for the following (use spread sheet provided):</p>
<p>All recurring billable services (e.g., consumption, flat rates)</p>
<p>All one-time, non-recurring fees charged to customers (e.g., penalty for late payment, meter tamper fee, new account set up fee)</p>
<p>All fees collected by your cashiers that are not related to customer billing (e.g., license fees collected on behalf of the city, permit fees associated with new sites)</p>
<p>A/R Report</p>
<p>Please provide us with a sample/copy of any end of month A/R reports that are generated by the billing or cash departments and/or passed along to finance for end of month reconciliation.</p>
<p>Loan billing</p>
<p>If you wish to use enQuesta to bill for loans (sometimes called contracts or assessments) please provide the following information:</p>
<p>A List of eligible services and associated interest rates, if any.</p>
<p>An amortization schedule for a typical "loan"</p>
<p>Sample of the contract used for loans. If contract varies by loan "type," please identify the types and provide an example of each contract.</p>
<p>A list of the GL Accounts associated with each loan (AR - billed and unbilled, cash, and write off).</p>



9	Construct Initial Project Documents	BPA Questionnaire	LFUCG will provide answers within the BPA questionnaire delivered in Ideliverable 6 initiation phase.	LFUCG	MS Excel or Word
10	Construct Initial Project Documents	Current State Deliverables	LFUCG will provide the documentation requested in the Current State Deliverables document provided by S&S in deliverable #8 initiation phase.	LFUCG	MS Excel or Word
11	Develop Detailed Project Work Schedule	Approved Initial Project Schedule	S&S is responsible for this deliverable, with LFUCG support. This is the project schedule plan that is revised and approved by both parties, and represents the starting point for the project. Both parties will staff and provide resources to meet the schedule. This schedule will outline all tasks to complete the overall project and have resources from the S&S and LFUCG assigned and properly allocated based on the resources availability. Future deliverables, such as BPA documents, BRD documents, Code Developments, System Test and Training Execution will be updated with additional detail later in the project as those details are more clearly defined. This schedule will accurately reflect the work to be performed and will reflect resource allocation from a weekly view. Available working hours in the plan will also be accurately reflected based on all parties involved in the projects actual working hours. Agreed to Holidays and individual team members vacations will be designated as non-working days for the individual resources calendar. (Weekly Maintenance of the schedule is addressed as part of the recurring Project Management deliverable). The maintenance deliverable will conform to the standards described in Project Schedule Section X of the SOW.	S&S w/ LFUCG Support	MS Project
12	Develop Detailed Project Work Schedule	SOW Review Session with the Core Team	This session will review each page of the SOW with a minimum of the Core Team leads of LFUCG and S&S. The intent is to ensure any new team members are familiar with key components of the SOW. LFUCG and S&S PM's will summarize the Key topics that are critical to the project success.	S&S	8 Hour Workshop
13	Project Planning/Documentation	Installed Project Tracking Tools	This deliverable document confirms that the Project Tracking tool has been installed and configured for the project management requirements. System configurations, user profiles and network access procedures will have been completed. S&S and LFUCG resources will gather data, update lists, configure tool settings and deliverable metrics, load resources and other activities to set-up the project tracking tools.	S&S	MS-Word that Confirms Completion
14	Project Planning/Documentation	S&S Training Material and Standard Documentation	S&S will deliver base standard documentation, training materials and templates for the entire application to be used by LFUCG to create customized training material.	S&S	FrameMaker Documents (S&S) MS PowerPoint or MS Word (Harris Utilities)
15	Project Planning/Documentation	Configured Project Tracking Tools	The Deliverable is to confirm the Project Tracking Tools have been established and configured to provide a consistent method for the project management team to report monthly metrics. LFUCG and S&S will agree to the project metrics, but at a minimum the following types of items will be measured based on the current status: 1) Work Tasks Active, Late, Early, 2) Defects 3) Issues 4) Risks, 5) Custom Development (all items not in the initially delivered system) 6) Tables to be Converted, 7) Test Scripts Development, 8) Test Script Execution 9) Training Material, and any other metrics that are applicable to the management of the project.	S&S (With LFUCG assistance for LFUCG owned items)	MS-Word that Confirms Completion



16	Project Planning/Documentation	Project Tracking Tool Training Session	A workshop that will be two to three hours long will be conducted to familiarize the project team with the general functions of the Project Tracking Tools. This workshop will consist of log-on procedures, general navigation, data inquiry and data update transaction familiarization. Two sessions will be conducted for up to 10 people in each session.	S&S	MS Project, MS Word and Three Hour Workshop
17	Plan Deployment of Project Infrastructure	Project and Deployment Infrastructure Plan	This plan will document the S&S recommended infrastructure that is specific to LFUCG project for all environments. The plan will document, roles and responsibilities, equipment needed, CPU requirements, memory requirements, network requirements, workstation requirements, the installation process and timeline plan. In addition to the operating system, databases and application server, Terminal Servers, and Microsoft Internet Explorer versions and settings will also be defined. Other technical infrastructure requirements to install a successful implementation and production environment will also be documented as needed or determined. Detailed Network diagrams will be provided in Visio (Development, Test, etc. instances). This plan will exclude the Production Environments.	S&S (with LFUCG assistance for the Visio diagram)	MS-Word & MS-Visio (Diagrams)
18	Establish Project Infrastructure	Project Infrastructure, acquired, installed and configured for the Test/Train environment	This document confirms the successful installation of the project infrastructure for the Test/Train environment.	S&S	MS-Word
19	Install S&S Solution	The solution successfully installed and is usable for the Test/Train environment.	All components of the Solution are installed for the Test/Train environment.	S&S	MS-Word
20	Establish Project Infrastructure	Project Infrastructure, acquired, installed and configured for the Production Environment	This document confirms the successful installation of the project infrastructure for the Production environment.	S&S	MS-Word
21	Install S&S Solution	The solution successfully installed and is usable for the Production environment	All components of the Solution are installed for the Production environment.	S&S	MS-Word
22	Conduct Discovery Workshops	Legacy Master Report and Letter Catalog	This document will list all legacy (both batch and ad-hoc) reports/letters currently being used as part of daily, weekly, monthly business production. This document will contain the following information for all existing reports: Report / Letter name, Owner, Key data elements utilized, a description of the document, and business triggers that determine when the report is used. The Legacy Master Report and Letter Catalog will be used to aid the S&S in identifying new reports / letters (from the Solution) that will replace the existing legacy reports/ letters and to determined new reports / letters that need to be developed as part of the implementation. S&S will support LFUCG in the development of this Report/ Letter Catalog.	LFUCG	MS-Excel
23	Conduct Discovery Workshops	Discovery Workshop Agenda	S&S will provide LFUCG with an agenda detailing topics covered and resources required for the discovery workshops.	S&S	MS-Word
24	Conduct Discovery Workshops	Discovery Workshops	Discovery workshops complete.	S&S	MS-Word
25	Conduct LFUCG Core Team Training	Conduct Core Team Training	Conduct one week training session to prepare LFUCG for Business Process Analysis workshops. Materials will be provided that support the course topic, the trainer is knowledgeable regarding the utility industry and is thoroughly knowledgeable regarding the course topics.	S&S	Classroom Attendance



26	Conduct Business Process Analysis Workshops	Analysis Workshops Plan	Document that provides a general description of how S&S Requirements Workshops will be conducted, issues researched, alternative approaches defined, items to be estimated, and the approval process for requirements.	S&S	MS-Word
27	Conduct LFUCG Core Team Training	LFUCG Responsibility Matrix	This document will outline all the stakeholders from LFUCG's perspective and will include their roles and responsibilities. This document will clearly outline LFUCG responsible party for each deliverable within the project. S&S will support LFUCG in the development of this document.	LFUCG	Excel Spreadsheet
28	Conduct Business Process Analysis Workshops	Functional Workshop Master Agenda	Defines the topics of each workshop to be conducted. The expected number of workshops will be from 5 to 10, totally 5 weeks.	S&S	Word or Excel
29	Conduct Business Process Analysis Workshops	Functional Workshops Individual Agenda(s)	Agenda's for each workshop will be provided to LFUCG. The agenda will contain goals of the meeting, issues and concerns the S&S has regarding the topic. LFUCG will use this agenda to determine LFUCG attendees and provide a list of attendees to S&S to be included in this agenda document.	S&S	Word or Excel
30	Conduct Business Process Analysis Workshops	BPA Documents Master List	S&S will provide a master list of the 10-15 business critical BPA documents in the various functional areas of the utility (e.g., cashiering, customer service, billing, collections, metering, new sites, etc.) that will be completed at the end of BPA to document the findings and choices made during the BPA workshops. These documents will describe the background, assumptions, enQuesta process steps (including screen shots where necessary), some configuration values and decisions made for each of the identified business critical processes. This deliverable represents the start of the list of BPA documents at the beginning of the BPA workshops. There is a deliverable below that corresponds to the completion of these documents.	S&S	MS Word
31	Conduct Business Process Analysis Workshops	Conduct Business Process Analysis Workshop Sessions	These sessions last approximately 1 to 3 months on the calendar, depending on scope of the project. At the start of each weekly session, S&S will utilize the system in real time to facilitate the topics to be covered that week. S&S will demonstrate critical business processes and configuration in enQuesta in order to understand and make decisions on how enQuesta will be used to execute LFUCG specific workflows. Additionally, configuration and data mapping decisions will be made as well as well as modification/interface and further functional requirement analysis. The S&S will lead the sessions with LFUCG business process experts participating. LFUCG will also provide as-is business process documentation (as available), copies of reports and forms as available. The S&S will document the decisions and design of LFUCG specific business critical processes in the BPA documents referenced below.	S&S	Attend the Sessions
32	Conduct Business Process Analysis Workshops	Consultant Solution Master Rate Matrix	This deliverable document will use LFUCG Master Legacy Rate List and identify the number of rates required to be configured in the S&S Solution and their names.	S&S	MS-Excel
33	Conduct Business Process Analysis Workshops	Consultant Service Order & Letter Matrix	This deliverable document will use LFUCG legacy service order and letter types to map them to the new service orders and letters to be configured in the Consultant Software Solution.	S&S	MS-Excel



34	Develop Business Process Analysis Documents	BPA Documents (one for each identified critical business process)	S&S will provide documentation on approximately 10-15 business critical processes in the various functional areas of the utility (e.g., cashiering, customer service, billing, collections, metering, new sites, etc.) to document the findings and choices made during the BPA workshops. These documents will describe the background, assumptions, enQuesta process steps (including screen shots where necessary), configuration values and decisions made for each of the identified business critical processes. Documents can include multiple processes in a related area.	S&S	MS Word
35	Develop Testing Strategy and Testing Plan	Testing Strategy / Plan Document	<p>S&S will provide this document template and organize the content by all Testing sub-phases (Functional Testing, Integration Testing, Simulation Testing, Performance Testing, etc.) to show a roadmap for planned testing phases including relationship to other project activities. In addition, where applicable, the following will be included in this document. Defines the integration test scenarios that will be tested during integration testing including input data and expected outputs. The integration testing scenarios will include, Base Functionality, System Operation Requirements, Reporting, Modifications and Interfaces. In addition full data conversion will be tested as part of Integration testing. The expected results will model data entry and include daily cycles, monthly cycles to model production processing. In addition the deliverable will document:</p> <ol style="list-style-type: none"> 1. Components to be covered by Integration Testing in each phase 2. Type of data to be used for each phase / component (i.e. user created vs. converted data) 3. Roadmap for the phases and tasks 4. Individual Task and Activities 5. Roles and Responsibilities of all participants, including technical support of environments. 6. Schedules and dependencies of the different components of Integration Testing 7. Material & environment requirements for Integration Testing 8. Method to identify, classify, track and correct defects identified during Integration Testing 9. Test Case format and criteria 10. Summary of key components of Test Cases and Scripts 11. Test Incident tracking methodology, including triage, escalation and metrics 12. Completion Criteria 	Co-Responsible	MS-Word, SpiraTest
36	Develop Functional Testing Scripts	Functional Test Workshop	This workshop will be led by the S&S to educate LFUCG on the steps and procedures for developing functional test scripts.	S&S	N/A
37	Develop Functional Testing Scripts	Template & Sample Functional Test Scripts	S&S will provide a standard functional and integration test script template and samples of functional and integration test scripts for key solution business processes. (Approx. 50-70 samples)	S&S	MS Word or Excel
38	Develop Functional Testing Scripts	SpiraTest Testing Tool Training Session	S&S will conduct a one-day training session for LFUCG Core team that will describe the functionality of the testing tool as well as how the tool will be configured for the tracking of LFUCG testing scripts and results. This class will also be accompanied with a PowerPoint or word document for reference purposes.	S&S	Working session as well as MS Word or MS PowerPoint Document
39	Develop Functional Testing Scripts	Functional Test Scripts and Expected Results Development	LFUCG will create functional test scripts and expected results using the template and samples provided by S&S. This deliverable will be represented for each business process / Functional Matrix Item for completion.	LFUCG	MS Word, MS Excel



40	Develop Integration Test Plan	Test Execution Schedule	Detailed schedule for all testing activities for the Integration Test phases. This schedule will account for multiple testing days and system calculated dates and dollars driven by solution functionality. This schedule will also identify assignments to individual responsible team members.	LFUCG approach and LFUCG creates details with the S&S guidance and support.	MS-Excel
41	Develop Integration Test Materials	Integration Test Scripts and Expected Results (Test Cases or Scripts)	LFUCG will create integration test scripts and expected results using the template and samples provided by S&S. This deliverable will be represented for each major business process for completion.	LFUCG	Claystone
42	Develop Training Plan	Training Plan	Defines the System Modules and or business processes and the number of end-users that will be trained for the Project. This deliverable uses the needs assessment document to identify specific training needs that will be incorporated into the Project Plan training component. As a result of the Analysis Workshops phase, the Project team will identify the target audiences for various types of training and confirm the training resource requirements required to design develop and deliver end user training. This document will confirm the number of trainers needed to complete end-user training execution.	Co-Responsible	MS-Word
43	Develop End-User Training Materials	End User Training Materials	With S&S support end user training materials will be customized for LFUCG's business processes. This will be based on the materials provided by the S&S. This deliverable will conform to the S&S developed To-Be business processes, Configuration Specification Documentation and Functional Specifications developed as part of this project.	LFUCG (with S&S support)	FrameMaker Documents (S&S) MS PowerPoint or MS Word (Harris Utilities)
44	Prepare for End-User Training	Prepare Training Environments	LFUCG provides this deliverable with the S&Ss support. Includes physical, environment, and data requirements and installations for training. Outlines classroom hardware and capacity requirements. Defines the Data Requirements and strategy for loading and refreshing data in the Training environment to support the training delivery. Defines the process and procedure for refreshing training database environment. Also identifies pre-configured training data needed.	LFUCG	N/A
45	Prepare for End-User Training	Develop End-User Lab Exercises	For each major topic being trained, there will be a list of exercises to be completed by the end-users. S&S will provide generic lab exercises, LGUCG will need to customize or enhance where they deem appropriate.	Co-Responsible	MS-Word/Online
46	Prepare for End-User Training	End-User Training Data	Set-up the data needed to support the training curriculum delivery. The data will be for each course. These set-ups will contain the necessary data to facilitate each course.	LFUCG	MS-Word
47	Prepare for End-User Training	Detailed Training Schedule	This schedule outlines each course and the number of courses required to accommodate all of LFUCG end users. Each end user will be registered in specific course timeslots to ensure all end users are accounted for.	LFUCG w/ S&S Support	MS-Excel



48	Deliver End-User Training	End-User Training Completed	Execution and completion of end-user training.	LFUCG	MS-Word
49	Initial Conversion Activities	Conversion Templates	S&S will provide LFUCG conversion templates that must be populated and submitted with each data extract. These templates are necessary to ensure accurate and efficient conversion of key enQuesta tables. Conversion templates will be provided for: - Customer Balances - Deposits - Loans - Write offs	S&S	MS Excel/CSV
50	Initial Conversion Activities	Initial Legacy Data Cut	The first legacy data is a native extract from the legacy system cut should include the tables necessary to create accounts, customers, locations and meter, device and billing information. There is one data cut and six LFUCG data extracts. A conversion may be performed on this data cut, however the primary use of this will be for data mining to develop questions and answers to feed into the data mapping specifications.	LFUCG	ASCII Data Format, CSV, or Oracle tables
51	Develop Data Conversion Plan	Conversion Plan	Defines processes and tools that will govern the conversion process for data mapping, data cleansing, technical design, development and testing. The document will contain a roadmap of current data repositories included in the Project conversion landscape. It will define the amount of historical data that will be converted. Define procedures that will be used to validate the conversion success and to identify data conversion problems.	S&S	MS-Word
52	Develop Automated Conversion Processing	Data Mapping Document	This document defines the data mappings between the legacy and the target system as well as data that are missing from a legacy perspective and target system perspective the method for resolving the data gaps. The data mapping document will include a high level description of custom data manipulation needed. The detail programming logic will be available for review in the detailed Conversion Design Specifications. Each field for all applicable legacy system tables will be mapped to the target systems tables and fields.	S&S	MS-Excel
53	Develop Automated Conversion Processing	Conversion Design Specifications (Legacy System)	Defines the program logic, data elements/file formats and program logic for the Extracts for the S&S. These output file formats will be mutually agreed to by LFUCG and the S&S.	LFUCG	MS-Word
54	Develop Automated Conversion Processing	Conversion Code Extract (Legacy System)	Completed programs for the extract of data from the Legacy application. All elements for conversion have been developed based on the approved Data Mapping deliverable.	LFUCG	Valid tables
55	Develop Automated Conversion Processing	Conversion Code Loads (The Solution)	Completed programs for the import of data from the Legacy to the Solution. All elements for conversion have been developed based on the approved Data Mapping deliverable.	S&S	object and executable code
56	Execute Partial Conversion Test	Data Extract with Conversion Templates (Data extract #1)	LFUCG will provide legacy data populated and formatted in the S&S provided conversion templates referenced above with the first and all subsequent data extracts.	LFUCG	MS Excel
57	Execute Partial Conversion Test	Execute Conversion (Conv #1 - First Partial Data Conversion Without History)	Successful data conversion of data elements from the Legacy to the Target system.	S&S	N/A
58	Execute Partial Conversion Test	Execute Conversion - Validation (Conv #1 - First Partial Data Conversion Without History)	Successful data conversion of all data elements (except historical data) from the Legacy to the Target system.	Co-Responsible	MS-Word, Excel & Code



59	Develop Business Requirements Document (Functional Specifications for Modifications, Interfaces and Portals)	The Solution Functional Design Specifications (Functional Specifications for Modified Objects and Interfaces)	Functional Specification for each Modified Object. Defines the screen/report/form mock-ups as applicable. Based on the requirements described in this agreement. The Interface specifications will at a minimum contain: Interface Name, General Description, Data Fields and Definitions Needed for the Interface, Triggers, if any.	S&S	MS-Word
60	Report Design and Specifications	Updated Master Report Catalog	Based upon a review (Functional Requirements and BPA Sessions) of LFUCG provided Master Report Catalog and S&S standard reports documentation, this document will list all needed reports (both batch and ad-hoc) to be used as part of daily, weekly, monthly business production. This document will contain the following information for to be reports: Report name, Report owner, a description of the report, and business triggers that determine when the report is used. The Master Report Catalog will be used to aid LFUCG in defining the development scope for the new Reports that need to be developed as part of the implementation.	LFUCG	MS-Word
61	Develop Interface Programs	LFUCG system Interface source and executable code (Completed Code for each Interface Object - LFUCG Side of Interface)	LFUCG will be responsible for Completed Code for each Interface Object for the third party applications (Programs that require to send/receive data interchanges with third party applications and the system). Documentation that program/executable code for each development object has been developed, successfully unit tested and delivered based on the functional and technical specifications. This deliverable will function in accordance with associated Specification Documentation. S&S will provide support to LFUCG for troubleshooting and functional understanding interfacing to the Consultant Solution.	LFUCG	Code
62	Develop S&S Solution Modified Objects	The Solution Modified Objects and executable code (Completed Code for each Modified Object)	Completed Code for each Modified Object. Documentation that program/executable code for each development object has been developed, successfully unit tested and delivered based on the functional and technical specifications. This deliverable will function in accordance with associated Business Requirements Document (BRD). Document that confirms S&S has conducted a test to make sure that all delivered code has been installed correctly prior to LFUCG beginning the testing process. A transportability test conducted that will be a high level review to ensure all objects execute and are ready for formal testing by LFUCG.	S&S	Code
63	Develop Reports	Completed Code for each Modified Report Object (LFUCG Developed Reports)	Completed Code for each Modified Report Object. Documentation that program/executable code for each development object has been developed, successfully unit tested and delivered based on the functional and technical specifications. This deliverable will function in accordance with associated Specification Documentation. A transportability test conducted that will be a high level review to ensure all objects execute and are ready for formal testing by LFUCG.	LFUCG	Code
64	Design and Build Batch Processes	Batch Processes in Scheduler	Initial configuration of appropriate entries in the Batch Scheduler for all proposed batch processes will be done prior to integration testing. Final configuration will be complete after simulation and prior to go live.	S&S	MS-Word
65	Develop Initial Configuration	Configured The Solution: Initial Configuration	The S&S will lead this process with LFUCG's Support. Utilizing the approved Scope Documentation, this deliverable is the delivery itself of the initial Solution configuration which has been loaded into an environment for LFUCG access and from which basic Solution functions can be performed. Any configuration which is pending a LFUCG decision or the delivery of previously requested data or information which has not been delivered to S&S is not considered part of the initial configuration.	S&S w/ LFUCG Support	Configured System



66	Design and Configure Application Security	Security Profile Log	S&S will lead this process with LFUCGs support. Document will identify users and roles for security. Modifications regarding security enhancements will also be identified as part of this process. Levels to specific application services will be identified. The document will: 1) List and describe all user types / groups of LFUCG that will require access to the solution 2) the user access type / group will list each S&S transaction and inquiry or edit access for that group.	Co-Responsible	MS-Word or MS-Excel and Screen Shots
67	Design and Configure Application Security	Workshop For Security Design & Set-Up	This workshop will be led by the S&S to educate LFUCG on the steps and procedures for the configuration of all aspects of the Solution security.	S&S	MS-PowerPoint
68	Design and Configure Application Security	Configured Security Specific to LFUCG End-User Requirements	S&S will support and lead LFUCG in configuring security of the Solution based on the definitions in the Security Profile Log.	LFUCG w/ S&S Support	MS-Word
69	Document Revised Production Environments	Requirements for Production Environments (Updates the Initial Environment Specifications)	Defines the requirements for the Production environment. This deliverable will document the S&S recommended infrastructure that is specific to the production environment. The deliverable will document, roles and responsibilities, equipment needed, CPU requirements, memory requirements, network requirements, workstation requirements, the installation process and timeline plan. In addition the operating system, databases and application server, Terminal Servers, and Microsoft Internet Explorer versions and settings will also be defined.	S&S	MS-Word
70	Execute Functional Test Scripts	Functional Test Plan Execution	This deliverable confirms that the testing has been successfully completed. The Priority 0 Defects will be corrected before this deliverable is accepted.	Co-Responsible	Testing Complete
71	Execute Functional Testing	Data Extract with Conversion Templates (Data Extract #2)	LFUCG will provide legacy data populated and formatted in the S&S provided conversion templates referenced above with the first and all subsequent data extracts.	LFUCG	MS Excel
72	Execute Functional Testing	Execute Conversion for Full Data Conversion With History)	Successful data conversion of data elements from the Legacy to the Target system. Successfully complete the Conversion Audit and Control Procedures.	S&S	N/A
73	Execute Functional Testing	Execute Conversion - Validation for Functional Test (Conv #2- Full Data Conversion With History)	Successful data conversion of all data elements from the Legacy to the Target system. Successfully complete the Conversion Audit and Control Procedures. Additional activities may be conducted for additional Full Data Conversions until the Audit and Control Procedures are successfully completed to the mutual satisfaction of LFUCG and S&S.	Co-Responsible	MS-Word, Excel & Code
74	Execute Functional Testing	Execute Conversion Confirmation Balancing Process for Functional Test	Upon completion of the data conversion just prior to Integration Testing, a report will be issued defining the results of the conversion. This report will be used by S&S and LFUCG to decide if converted data is adequate to begin Integration Testing.	S&S	Word or Excel
75	Execute Functional Testing	Functional Test Completion	This deliverable confirms that the testing has been success completed. There will be no Priority 0 Defects unless LFUCG and S&S mutually agree to proceed.	S&S	MS-Word
76	Execute Functional Testing	Functional Test Incident Reports & Resolution Documentation	This report documents each defect identified during the testing phases along with the resolution. The report will be generated from the defect tracking tool used on the project.	S&S	Defect Tracking Tools



77	Execute Functional Testing	Bill to Bill Comparison - Functional Testing	The Consultant will use an electronic version of the legacy system Billing Register and electronically compare the Consultant Solutions Billing Register and correct or explain the variances. The same input file(s) from the legacy system will be utilized to ensure the comparison is accurate. Analysis reports will be utilized to assist with finding rate errors and facilitate those rate configurations to be corrected.	S&S	MS Excel or Word
78	Execute Integration Testing	Data Extract with Conversion Templates for Integration Test (Data Extract #4)	LFUCG will provide legacy data populated and formatted in the S&S provided conversion templates referenced above with the first and all subsequent data extracts. Note this data extract is optional, as same data extract from integration test cycle may be used.	LFUCG	MS Excel
79	Execute Integration Testing	Execute Conversion for Integration Test (Conv #3 - Full Data Conversion With History)	Successful data conversion of data elements from the Legacy to the Target system. Successfully complete the Conversion Audit and Control Procedures.	S&S	N/A
80	Execute Integration Testing	Execute Conversion - Validation for Integration Test	Successful data conversion of all data elements from the Legacy to the Target system. Successfully complete the Conversion Audit and Control Procedures. Additional activities may be conducted for additional Full Data Conversions until the Audit and Control Procedures are successfully completed to the mutual satisfaction of LFUCG and S&S.	Co-Responsible	MS-Word, Excel & Code
81	Execute Integration Testing	Execute Conversion Confirmation Balancing Process for Integration Test	Upon completion of the data conversion just prior to Integration Testing, a report will be issued defining the results of the conversion. This report will be used by S&S and LFUCG to decide if converted data is adequate to begin Integration Testing.	S&S	Word or Excel
82	Execute Integration Testing	Integration Test Completion	This deliverable confirms that the testing has been success completed. There will be no Priority 0 Defects unless LFUCG and S&S mutually agree to proceed.	S&S	MS-Word
83	Execute Integration Testing	Integration Test Incident Reports & Resolution Documentation	This report documents each defect identified during the testing phases along with the resolution. The report will be generated from the defect tracking tool used on the project.	S&S	Defect Tracking Tools
84	Execute Integration Testing	Bill to Bill Comparison - Integration Testing	The Consultant will use an electronic version of the legacy system Billing Register and electronically compare the Consultant Solutions Billing Register and correct or explain the variances. The same input file(s) from the legacy system will be utilized to ensure the comparison is accurate. Analysis reports will be utilized to assist with finding rate errors and facilitate those rate configurations to be corrected.	S&S	MS Excel or Word
85	Prepare Production Environment	Configure and Deploy The Production Environment	Deployment of the production environment, based on the Requirements for the Production Environment (Requirement #17).	S&S	MS-Word
86	Plan and Execute Performance Testing	Performance Test Execution	Performance testing as defined in the Testing Plan is completed.	LFUCG	MS-Word
87	Plan and Execute Performance Testing	Performance Test Results Report	Document the results of the Performance Testing and the required actions to ensure conformance to section X.X of the SOW.	LFUCG	MS-Word
88	Plan and Execute Performance Testing	S&S Solution Performance Tuning Considerations and Assistance	This document describes the typical areas that require system tuning. The document will describe operation system, database, network and other items that may impact the overall system batch and on-line performance that need to be configured specific to LFUCG environment.	S&S	MS-Word



89	Preparation for Cutover	Cutover Plan	This plan is created prior to Simulation. It has two components, the Strategy document and the Cutover Checklist. During Simulation, final timings of each activity are made and the Cutover Checklist is reviewed and updated after Simulation is complete.	S&S	MS-Word
90	Preparation for Cutover	Simulation Testing (Data Conversion #4)	Simulation testing is an exercise of the Conversion Strategy and creation of the Conversion Checklist. This "Mock" Conversion is an execution of the conversion processes and programs for the entire data-set to be converted. All Conversion Validation is also executed by the parties that will perform the Go-Live Validation. This Mock Conversion will consist of a test of the activities to be completed as part of cut-over to production process. This Mock Conversion is staged in the exact manner as the pre-go-live steps and procedures including data validation. Upon completion of the data conversion, a report will be issued defining the results of the conversion. This report will be used by S&S and LFUCG to confirm the quality of the data conversion.	LFUCG w/ S&S Support	MS-Word
91	Preparation for Cutover	Production Support Plan	Defines the Internal Help Desk Procedures, Tools, Escalation Process and Post Implementation Support Strategy and Procedures. S&Ss support team will be named in this document with specific consultant teams. Staffing and areas of responsibilities to be included.	S&S	MS-Word
92	Preparation for Cutover	Updated Cutover Checklist	The Go Live Cutover Checklist contains all activities, whether business or technical, which will be performed during the Go Live cutover. The Checklist will include the expected timing, schedule, roles and responsible resources for all tasks.	S&S	MS-Excel
93	Preparation for Cutover	Go-Live & Support Phase Kick-off Meeting Materials	Defines materials for conducting the go-live & support kick-off meeting for the project and will include: go-live & support phase deliverables and outcomes, phase objectives, guidelines, outcomes and time lines, detail project plan for go-live & support phase, tools to be used during go-live & support phase and status tracking documentation. LFUCG approval and sign-off that go-live and support phase kick-off meeting has been completed. This is informational and motivational for the end user community.	S&S	MS-PowerPoint
94	Preparation for Cutover	Go-Live & Support Phase Kick-off Meeting Conducted	Completion of Meeting to review the Go-Live & Support Phase Kick-off Meeting Materials.	S&S	MS-Word
95	Cut Over to Production Operation	S&S Solution available for use in Production Environment (Data Extract #5)	The Go-Live Cut Over has been successfully completed and there are no Priority 0 defects.	S&S	MS-Word
96	Delivery: Cut Over to Production Operation	S&S Solution available for use in Production Environment	Decision document, authorizing Go-Live is reviewed by LFUCG Project Manager and approved and signed by LFUCG Executive Steering Committee	LFUCG w/ S&S Support	MS-Word
97	Cut Over to Production Operation	S&S Solution Go-Live Notification	After the system has been processing production bills successfully this milestone will be deemed complete. The Consultant Solution for ten business days has completed all nightly processing without unplanned manual workarounds. Performance Criteria Section X.X in this agreement are consistently achieved and there are no Priority 0 Defects.	S&S	MS-Word
98	Post-Implementation Support	Post Implementation Validation Report	Go-Live Sign-Off - At the conclusion of month one after Go-Live, Performance Criteria Section x.x in agreement are consistently achieved and there are no Priority 0 defects. Includes combination of On-site and Off-site support to answer questions, research issues and solve problems relative to the Application Software Products. All Non-Post Implementation Support Deliverables have been delivered and Accepted by LFUCG, unless mutually agreed to with LFUCG.	S&S	MS-Word

SYSTEMS & SOFTWARE
DRAFT MILESTONE PAYMENT SCHEDULE

Project Milestone #	Milestone Description	Estimated Timing
1	Contract Signing	January 2015 (start date as laid out in the RFP)
2	Project Plan Finalized	February
3	An enQuesta Environment Installed	March
4	Training Plan Completed	March
5	Business Process Review Completed	May
6	Initial Conversion Completed	June
7	Second Conversion Completed	August
8	End User Training Completed	September
9	Simulation Completed	October
10	Go Live	November
11	Go Live + 30 Days	December



IMPLEMENTATION AND CONVERSION METHODOLOGY

The S&S Implementation Methodology is comprised of four phases –

Initiate, Design, Build and Activate:



Initiate Phase

Major activities in the Initiate Phase include setting project direction, scope, goals and expectations with both teams. This phase begins with a Project Kickoff. During this phase, the project managers work to finalize the Project Plan, establish team norms, rollout the Communication Plan, issue and risk management process and change control procedures.



Design Phase

During the Design Phase S&S will deliver Project Team Training, which is the first introduction to enQuesta. The objective is to introduce Project Team Members to the basic use and navigation of enQuesta, while building a conceptual understanding of how enQuesta operates. With this enQuesta knowledge, LFUCG can actively participate in discussions and make key decisions surrounding future business process, conversion data mapping, and reporting. Outcomes of the Design Phase are acceptance of the enQuesta standard workflows, data mapping documentation and business requirement specifications for any out of scope modifications or interfaces. Completion of these critical steps allow for effective and efficient configuration of the enQuesta application based on the Standard workflows, test planning, data conversion, and agreed upon product engineering in the next phase.

Build Phase

In the Build Phase, the enQuesta environment is set up to enable the standard workflows determined during the Design phase of the project. Conversion programming begins, development of interfaces is underway, and any agreed upon modifications are coded. Testing is executed on all core business processes, agreed upon modifications, interfaces, and converted data. During this phase training will be delivered, simulation of enQuesta production is executed and operational readiness is assessed for Go-Live. Additional training methodology information is presented in the “**Support, Training and Maintenance**” section of this response. This simulation includes a full data conversion followed by a production simulation of enQuesta business processes. The goal of simulation will be to balance legacy system production results with enQuesta simulation results as well as assess the readiness of the Customer organization by testing the skills and knowledge of users with the enQuesta Standard workflows. This phase concludes with the development of a detailed Go-Live Plan.

Activate Phase

The fourth and final phase of the S&S Implementation Methodology is the Activate Phase. The Customer is brought live and is expected to perform their daily processing/business operations in enQuesta. The Customer shall assume full ownership of the application and provide front line support to all users. S&S team members will remain onsite supporting the Go-Live activities for the remainder of this week. After completion of the first full week of operations, the S&S team will continue to provide support both on-site and remotely from the VT Office or other assigned home office. Thirty days Post Go-Live, support will transition to the S&S Support Desk.



The sections below provide a deeper understanding of the required tasks (for both S&S and LFUCG) within each of the above phases of the implementation.

System Hardware and Software Installation

S&S Responsibilities

S&S will provide the hardware specifications to enable LFUCG to place the hardware order with their vendor. Upon receipt, the hardware will be set up and configured by S&S and LFUCG's IT staff. After this burn-in phase is completed all aspects of the OS level configurations are in place, the disks are properly allocated, and the core operational software will have been installed. Remote assistance from S&S team (through a VPN connection) will be provided on an as-needed basis.

During the period of Go-Live, it will be necessary to have S&S' IT team available to monitor the hardware performance and perform any tuning that may be required. Any additional hardware not previously installed will need to be implemented at this time, including such items, but not limited to: Cash Printers/Drawers, Scanners, etc. After Go-Live, S&S and LFUCG's IT department will have responsibility for the ongoing hardware maintenance and support to ensure the application is working within operating system performance specifications.

Technical Training takes place following setup of the hardware. This training prepares your Technical Team with knowledge to support the required hardware, connectivity, and communication protocols. This training also prepares your Technical Team to support load testing activities, production server configuration, testing activities, and security configuration.

With the initial configuration of the hardware, all core vendor operational software must be installed and configured. Once the installation and configuration has been completed, all functionality of this software will be tested and proven prior to the hardware being shipped to customer location.

Standard Deployed Environments:

Production Environment

The production environment is the primary environment from which the Customer will run the enQuesta solution.

Training/Testing Environment



The training environment is a complete functioning enQuesta instance that allows S&S to train the Customer on their dataset, without introducing defects into the live production system. This environment will also be used to facilitate the future testing of enhancements and bug fixes by the Customer prior to their release to the production environment, as well as for on-going training of Customer staff.

All RDBMS configuration, administration and future maintenance will be the sole responsibility of S&S. LFUCG will only be responsible for the starting and stopping of the enQuesta application, and facilitating the supplied enQuesta backup processes.

Customer Responsibilities

Should LFCUG decide on a managed server/hosted/cloud solution, some of the following responsibilities would fall to the managed services solution provider.

The Customer will be responsible for the server footprint (hardware enclosures, power, etc.) and to provide the necessary space within their data center to accommodate the hardware configuration.

The Customer will need to provide a stable hardware and network environment and a minimum of one (1) System Administrator to support and maintain the network related hardware and software. All network connections must be hard wired; wireless connections are not suitable for enQuesta operation.

The Customer will need to follow S&S defined back-up procedures. Back-ups will include the entire server including program files, database and system files as S&S recommends and instructs. The back-up procedures are defined in the enQuesta System Administration Manual, which will be provided as part of the core documentation.

The Customer will need to provide an uninterruptible power supply (UPS) capable of supporting the application and database servers and hardware for a period of time long enough to support normal shut down, running on battery backup power.

The Customer will need to provide connectivity to the enQuesta server (or servers if the Customer either a) has or will have both a Production and Train server or b) has or will have both a Production Application and Production Database server) allowing S&S to provide secure, authorized remote support by utilizing one of the following methods:

- Cisco ASA5505 Security Device residing on the Customer's Network



- Site-to-Site Connection Compatible with S&S' CISCO 3005 VPN Concentrator

Our preferred network connection would be least 1.5Mbps. The Customer will need to provide printers to support enQuesta service order printing should hardcopies be needed.

Business Process Review

Business Process Review Goal

The goal of the business process review is to align LFUCG's business processes with the enQuesta best practice workflows. There will be an enQuesta best practice workflow review period with S&S and LFUCG to present the enQuesta standard workflows and conduct a gap analysis to identify any gaps in key business processes that may require re-configuration or system modification.

The adaptation of enQuesta best practice workflow does not require system modifications. System modifications will be implemented only as identified in negotiations and/or upon customer request and if the appropriate change order has been approved by both parties.

S&S will document those modifications for each process flow in the Business Requirement documents. LFUCG must sign-off on the Business Requirement document(s) before any new modifications/interfaces are developed.

Customer Responsibilities

LFUCG will need to provide S&S with business process flow charts and additional documentation on their business critical utility business practices (e.g., rate charters, local/state laws and regulations that govern business practices, internal training materials, etc.). S&S will use this information to prepare for the gap analysis against the enQuesta best practice workflows.

LFUCG will need to provide resource availability in the appropriate business process areas (e.g., Billing, Customer Service, Cash, Credit and Collections, New Services, Meter Management, etc.) to review Customer utility business process with S&S personnel during the gap analysis against the enQuesta standard workflows.

LFUCG will need to use enQuesta standard report documentation to map existing reports in the legacy system to enQuesta standard reports.



S&S Responsibilities

S&S will conduct a discovery session with LFUCG to review their business process requirements, existing processes and requests to change or improve business processes.

S&S will then present and review the proposed enQuesta workflows (using best practice configuration where possible) in a discussion format with LFUCG.

S&S will provide LFUCG with standard enQuesta report documentation on the canned reports included with the base system.

For system modifications or interfaces, S&S will complete Business Requirement documents to ensure business alignment can be achieved through programmatic modifications. These documents will be submitted to the Customer for approval. If additional scope is required, a change control will be processed.

S&S will complete a Business Process Analysis Document that contains a summary of the workflow steps and configuration requirements of the proposed enQuesta workflows in each functional area (e.g., billing, cash, credit & collections, customer service, metering).

Product Configuration

Standard Configuration

S&S will load the standard product configuration tables for the functional areas and items below.

Master List of Configuration Tables

S&S will provide a master list of product configuration tables that can be configured for each module.

enQuesta Query Layer

The implementation of enQuesta Query Layer functionality is targeted for Go-Live in conjunction with the planned enQuesta implementation. The specific enQuesta Query Layer implementation scope includes implementation of the enQuesta Query Layer, including the Cognos server configuration and installation of all necessary software. The Cognos metadata Content Store will reside on the enQuesta Production server as a separate schema in the Production enQuesta database. It is expected that only current client PCs that access enQuesta will be used to access the enQuesta Query Layer.



Facilitation of the enQuesta Query Layer 4-day onsite workshop.

The first two days of the workshop will consist of training of the Customer's reporting personnel in the enQuesta Query Layer package. Training will consist of: Overview of Framework Manager (Cognos' supplied metadata modeling tool), Cognos Configuration, the enQuesta Resource Center (ERC), and hands-on exercises where S&S will mentor the Customer's reporting personnel through the re-creation of sample reports. The remaining two days of the workshop will consist of hands-on mentoring of the Customer's personnel in the conversion of actual reports based on the previously supplied prioritized inventory.

Workshop attendees must have previously attended the appropriate Cognos training.

Following the enQuesta Query Layer workshop, S&S will continue the "as-is" conversion of reports.

Customer Responsibilities

- Ensure that key personnel successfully complete enQuesta Query Layer training.
- Provide a prioritized inventory of current legacy reports no less than 4 weeks prior to the enQuesta Query Layer workshop.
- Provide written specifications including business purpose, frequency of execution, intended audience no less than 4 weeks prior to the enQuesta Query Layer workshop.
- Provide the actual legacy report, including first and last page from the executed report for all reports no less than 4 weeks prior to the enQuesta Query Layer workshop.
- Personal computers utilized by end-users who wish to take advantage of enQuesta Query Layer's ability to export Excel type information will need to have Microsoft Excel or an Excel viewer installed.

S&S Responsibilities

- Delivery of the enQuesta Query Layer Workshop for the Customer's reporting personnel.
- S&S maintains primary responsibility for testing the enQuesta Query Layer prior to deployment to the Customer Train/Test environment. Assist the Customer with coordination and scheduling of "public" Cognos 10 training for the Customer's employees.



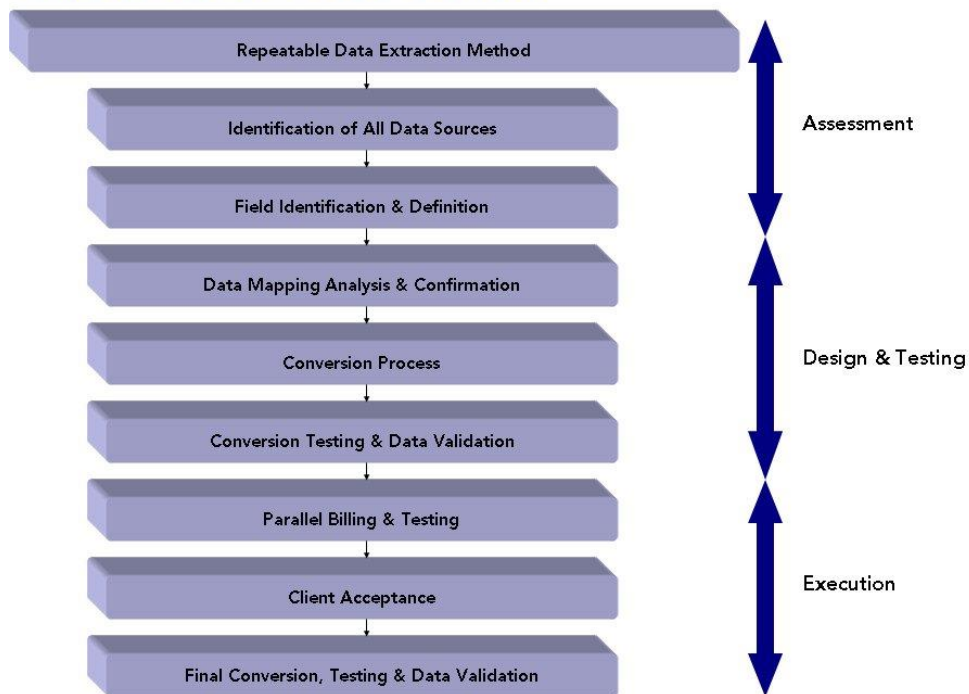
Data Conversion Approach

The data conversion process consists of several activities grouped into the following three segments:

- Data Sources Assessment
- Data Conversion Design and Testing
- Data Conversion Execution

The assessment segment entails identification and analysis of the data sources including defining a repeatable method for extracting data from the sources. Data mapping and verification, as well as the preparation and testing of conversion routines are accomplished during the design and testing segment. During the execution phase, data is moved from the various sources to the target system using methods developed in the previous segments. The conversion process is executed in two parts: initially in an iterative manner to perform parallel billing and testing; then finally immediately prior to production Go-Live. We will work with the Customer to determine the most appropriate data format that will allow for ease of conversion for both parties.

Data Conversion Process Overview



Extracted from S&S Data Conversion Plan



Assessment

The assessment phase entails identification and analysis of the data sources including defining a repeatable method for extracting data from the sources. We lead the data conversion effort and provide documents describing the data required for successful import into enQuesta.

The data conversion generally includes:

1. Service streets
2. Metering devices
3. In-stock meters
4. Balance table (converted as receivable only)
5. Premises
6. Customer accounts that are either active or that have balances
 - Personal information
 - Contact information
 - Account balances
 - Notes: Converted individually by date provided that each note currently has a date and is able to tie to a premise or account number. If not, they will be converted into one large note.
7. Consumption history – 3 years
8. Billing history for individual transactions – 3 years
9. Unbilled meter readings
10. Deposits and prepayments
11. Services



Design & Testing

At the start of the Design & Testing phase, we lead an analysis of enQuesta data requirements and available legacy data to establish a data mapping plan. Once the plan is confirmed, this mapping information is then used to perform data extraction from legacy systems. We accept this data in MS Access and various database formats, Excel, fixed-length ASCII, and comma delimited ASCII files with documented file layouts. The same mapping information is used by us to build and design data conversion routines that will import the extracted data into enQuesta. These routines are tested using the extracted legacy data and the results are verified.

Execution

During the execution phase, data is moved from the various sources to the target system using methods developed in the previous segments. There will be four (4) conversion runs, which will include: two test conversions, a simulation conversion and the final Go-Live conversion. Extensive balancing tests are run to verify the conversion extracts match your legacy data, giving us a high degree of confidence on the final data conversion that is run immediately prior to production Go-Live.

This effort estimates for data conversion based on our current understanding of data conversion requirements and assumptions based on our experience with similar implementations.

Below is a breakdown of the major events during the conversion process, along with a matrix of responsibilities for each event.

P = Primary responsibility
S = Secondary responsibility

Task	S&S	Customer
Assessment		
Lead data conversion effort	P	
Create data conversion plan	P	S
Provide list of data that needs to be converted along with major enQuesta tables that will be populated and applicable valid codes/ranges.	P	
Create legacy data definitions		P
Create and perform standard data extractions from legacy systems		P



Unit test extracted data for validity		P
Cleanup of data in legacy systems		P

Task	S&S	Customer
Design and Testing		
Perform data import into enQuesta	P	
Provide expert resources to answer questions about legacy systems and extracted data in a timely manner		P
Map data between legacy system extract and enQuesta.	P	S
Sign-off on data mapping		P
Create data validation template and list of accounts to validate	S	P
Deliver any relevant data extract templates, if necessary	P	
Extract data with relevant data extract templates complete		P
Cleanup of data in legacy systems		P

Task	S&S	Customer
Execution		
Develop conversion scripts for import of data into enQuesta	P	
Provide expert resources to answer questions about legacy systems and extracted data in a timely manner		P
Perform balancing tests between legacy systems and extracted data files	S	P
Perform balancing tests between extracted data files and enQuesta	P	S
Perform data validation on accounts in legacy and enQuesta systems	S	P
Conversion issue resolution	P	S
Cleanup of data in legacy systems		P
Perform simulation conversion	P	S
Perform final conversion	P	S
Sign-off on simulation and Go-Live balancing tests		P



Product Testing

All testing will be conducted in the Training/Testing environment. The Training/Testing environment will be refreshed periodically as required throughout the testing period.

Customer Responsibilities

- The Customer will be responsible for completing data validation testing to ensure accurate conversion of Customer's data.
- The Customer will be responsible for all system testing, or business process testing of enQuesta workflows and any modifications and interfaces identified in the Business Process Review period using Customer specific product configuration completed during product configuration.
- The Customer will be responsible for developing all test cases for all of their business processes and interfaces to serve as a basis for system testing.
- As testing issues are identified, the Customer will report issues in a timely manner and in writing to S&S.
- The Customer is responsible for fully executing all test plans prior to the Simulation event.
- The Customer maintains primary responsibility for testing enQuesta functionality once deployed to the Train/Test environment. This includes the testing of maintenance releases during and after the Implementation. We recommend that the Customer stay within two releases of the current maintenance release.
- As a final step of the testing phase (at the end of the simulation), the Customer will approve the system functionality by signing the Configuration Sign-Off Document when all requirements have been satisfactorily met.

S&S Responsibilities

- S&S will complete unit testing for product modifications and interfaces.
- S&S will deliver a Test Plan. Details of this plan include a description, roles and responsibilities and an execution plan for the testing. S&S will also provide the Customer with customer business process test case examples and our standard test case template to help the Customer create their business process and interface test cases for system testing.



- As testing issues are identified, S&S will report issues in a timely manner and in writing. S&S will log and track all testing issues in a system called *Test Track Pro* (TTP).

Simulation

The Customer will initiate a Simulation Go-Live to take place prior to the actual Go-Live weekend. This simulation will provide a 'dry-run' of the Go-Live activities. The Customer will lead, manage the project and execute the testing activities for Simulation. The Customer is responsible for testing all business processes, including interfaces, during Simulation. S&S will participate by aiding in the Project Management and responding to and resolving issues. S&S will support the Simulation activity, remotely, from Vermont during normal business hours.

Go-Live

"Go-Live" indicates the date on which the Application Software is operating in a production environment at the Customer's primary place of business. The S&S PM will lead the Go-Live activities and is responsible for developing and executing the Cutover Plan which details the activities and sequence of events to take place leading up to the Go-Live.

On-Site Team

The S&S Project Team, including the PM and Business Lead, will be on-site beginning on the Friday before Go-Live. The primary responsibility of the Project Team at this point is to ensure a smooth beginning of the cut-over activities. Additional members of the Project Team may be deployed throughout the weekend to conduct on-site testing, data validation, and the final billing parallel.

Billing Balancing

It will be necessary for the Customer to provide the necessary billing reports to balance billing in the legacy system to enQuesta. S&S will perform the final billing parallel and the Customer shall verify trial balances for accuracy and grant final authorization to proceed. This concludes the Go-Live preparations.

First Week Post Go-Live

After execution of the Cutover Plan and the official Go-Live, the Customer will assume ownership of the enQuesta application and its day-to-day management and support. The S&S Project Team will remain on-site during the first week of Go-Live to assist in any issue



resolution, as well as to provide mentorship, guidance, and support. LFUCG is responsible for primary support of business processes and end users.

During the first week of Go-Live, a daily wrap-up meeting will be held. This meeting will be facilitated by the S&S PM and the primary goal is to review the activities of the day and report any issues. This meeting is to be attended by the S&S and LFUCG Project Teams. Each individual shall report on the events of the day, any problem areas and/or problem users, and goals for the next day. This meeting will serve as an important vehicle for sharing information across the Project Team, especially when remote locations are a factor.

The S&S Business Lead will be responsible for tracking issues throughout the Go-Live week. Issues will be tracked in the S&S Issue Tracking tool, TestTrack Pro (TTP). These issues will be reviewed in the daily wrap-up meetings and a final list will be delivered to the Customer at the completion of Go-Live.

Post Go-Live

Upon conclusion of the Go-Live, S&S will provide a combination of remote and onsite support services for the initial month and production-critical support services from S&S's facility in Vermont. Outstanding issues are documented and prioritized. Regular status reviews between S&S and LFUCG will be held to review outstanding issues. After the one month on-site support period, LFUCG will fully transition to the S&S Support and Account Management teams.



SUPPORT, TRAINING AND MAINTENANCE

Throughout the implementation, S&S will provide all the support and maintenance required to ensure that enQuesta is functional upon Go-Live. During this period, S&S will also facilitate all necessary training of LFUCG administrators and staff to ensure they are ready to use the software once it is live. A more detailed breakdown of our training methodology is available later in this section, in response to a specific question regarding training.

Upon conclusion of Go-Live, in order to improve project success and adoption of the enQuesta solution, S&S will provide a combination of remote and on-site support services for one month, as well as providing production-critical support services from S&S's facility in Vermont. Outstanding issues are documented and prioritized. Regular status reviews between S&S and LFUCG will be held to review these outstanding issues. We have found that the combination of onsite and remote support enhances the new user adoption by improving user confidence while still providing quick issue resolution.

S&S is unique in the market in terms of our customer relationship policy and activities. In addition to the support team, each account is assigned a customer advocate and an account manager. They work together along with the S&S management team to ensure that you are getting the greatest value on your enQuesta investment. We visit all of our customers on a regular basis and at least once a year we like to set up executive meetings to ensure our strategic goals are mutually aligned and that we understand the challenges you face in the coming year.

User Group Information

S&S participates in the Harris Customer Training Conference. Each year, this conference brings together staff, customers and business partners from around North America and is an excellent opportunity to exchange ideas, solutions and best practices. With an unlimited number of our customers' employees eligible for participation, we always see a high percentage of attendees.

Conferences are held at different locations throughout the United States each year. During the conferences, customers receive a wealth of hands-on training sessions, interactive workshops and round table discussions. The 2013 conference was held in Kissimmee, FL, and the 2014 conference was held in San Diego, CA.

In addition to the annual conference, S&S supports regional User Conferences and monthly webcasts to cover a wide range of customer-driven topics.

In 2009 we launched our Pacific Coast User Group, and in 2011 we launched our Southeast User Group, Mid-West User Group and Northeast User Group. We formed each of these groups to provide our customers the ability to meet on a regular basis without S&S involvement



to discuss the issues that are most relevant to them. All groups have a point person who manages the group.

On a monthly basis we hold Webcasts which are open to all enQuesta users. Recent discussion topics have been around My enQuesta (S&S online community), WebConnect, enQuesta GO (mobile smart app), Test Trac Pro (TTP tracks and manages product/process issues), billing, and the support guidelines.

Finally, we have an Executive Steering Committee (ESC) that meets approximately quarterly. The ESC is a representation of our customer base, whose purpose is to drive S&S's strategic direction to bring timely products and services to meet the changing needs of the utility industry. The ESC has two co-chairs, a secretary and liaison representatives from each of the regional user groups, and our User Forum planning committee.

There are no fees charged to customers for attending S&S webcasts, User Group meetings or ESC meetings, as these are included as part of our maintenance agreement. In addition, we offer one free registration to each customer to attend our annual User Conference. Officers on the ESC are also offered free registrations to attend. Depending on the location of the conference, the fees for additional attendees range between \$850 and \$1,000.

Customer-driven Enhancements

Our Product Management Team is very serious about customer involvement in the enQuesta roadmap. We feel that along with industry trends and evolving technology, our customers have the best insight into the benefits that can be gained with an enhancement.

In addition to the structured enhancement opportunities listed in the above section, as part of the S&S customer community LFUCG will have access to *My enQuesta* Community Platform, which is a portal where customers can share ideas, post blogs, discover what is new within the various User Groups, submit product enhancement requests, view and add commentary to the enQuesta knowledgebase, submit support issues, review the status of open issues, etc. It is an opportunity for users to communicate on a regular basis through the latest and greatest social mechanisms and get answers to commonly asked questions quickly!



Discuss
Connect with Colleagues

Get Help
FAQ's and Best Practices

Stay Informed
Announcements from S&S Teams

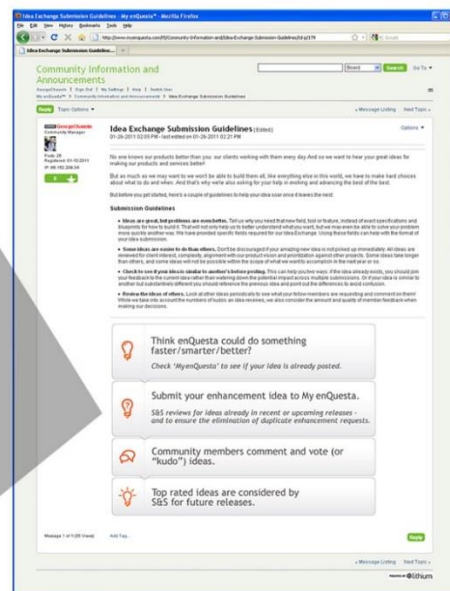
Ideas
Product Enhancements

Learn
Education Services



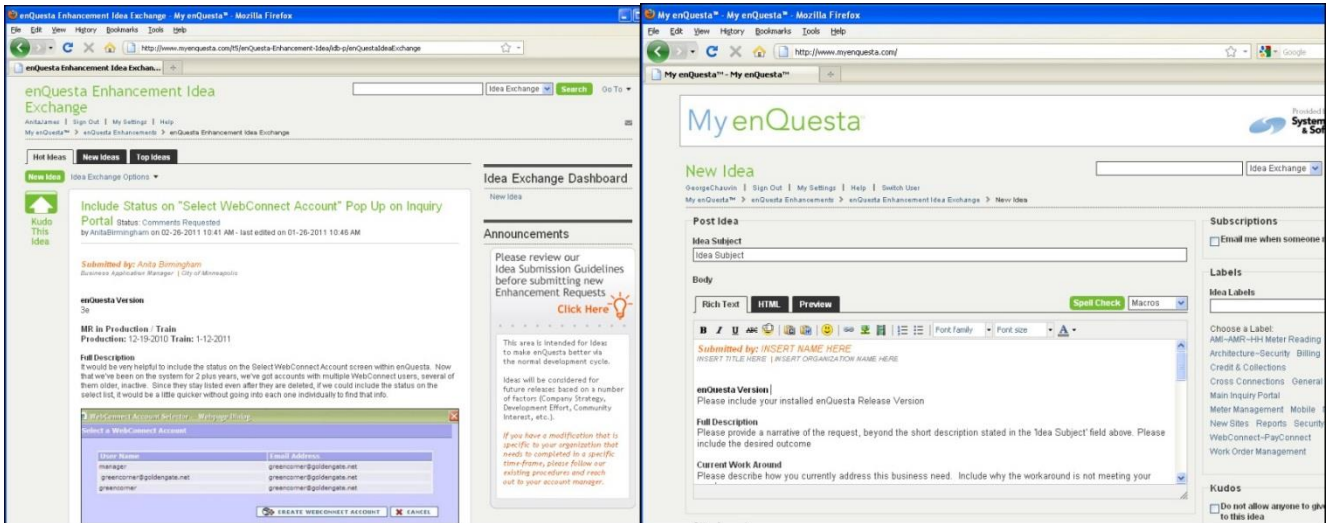
enQuesta users have access to a specific place on the *My enQuesta* Community Platform dedicated to entering enhancement requests. The power of the Social Community is expressed in this platform, as user-submitted enhancement requests are visible to all clients – who can then comment upon the Idea, “Kudo” (vote) and fine-tune the request with their own suggestions. This open community format for entering enhancement requests avoids duplication of Ideas, as well as giving our users direct and visible input into the enQuesta Roadmap.

- Think enQuesta could do something faster/smarter/better?
Check 'MyenQuesta' to see if your idea is already posted.
- Submit your enhancement idea to My enQuesta.
S&S reviews for ideas already in recent or upcoming releases - and to ensure the elimination of duplicate enhancement requests.
- Community members comment and vote (or “kudo”) ideas.
- Top rated ideas are considered by S&S for future releases.



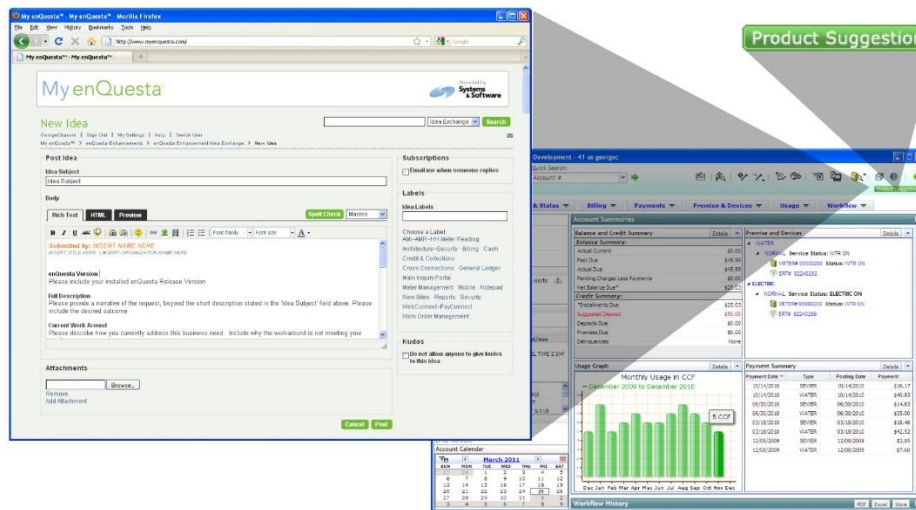


The enhancement requests submitted to the enQuesta Enhancement Idea Exchange, coupled with extensive market research, are used continuously to develop enhancements to the enQuesta core CIS, enQuesta Add-ons and enQuesta integration/SOA requirements.



The API-based technology of the enQuesta Social Community platform supports integration of the *My enQuesta* Community into the enQuesta CIS product itself.

The image below illustrates the integration of the enQuesta v4 Inquiry Portal with *My enQuesta* (via the open REST API standards) to allow a user to enter in a Product Enhancement in the context of the software application (When and Where the user is actually experiencing the need for a new feature or enhancement to an existing feature):





Answers to LFUCG's specific requirements regarding support, training and maintenance are listed below:

- **Helpdesk Support. Please indicate the depth of experience for vendor staff responding to helpdesk calls, escalation process, the turnaround time between when the call is placed and when it is answered, and hours of operation.**
- **Escalation Procedures**
- **Remote Support**

Our base support option, which we are proposing, includes Customer Support Desk services using a dedicated, toll-free line, a dedicated support fax line, and a dedicated support email address. The hours of availability for this package are weekdays from 8:00AM to 5:00PM, customer local time, excluding holidays and other posted exceptions unless other specific contractual arrangements have been made with LFUCG. Currently, 50% of our customers have chosen this option.

Our Extended Support option includes all of the Base options but extends the dedicated toll-free phone support to be 24/7 in order to offer coverage for enQuesta-related emergency situations only. This option includes after-hours escalation procedures that will provide responses to your situation in a timely manner and will ensure there is always resources on-call for these situations. Currently, 50% of our customers have chosen this option.

S&S commits to a response time of 15 minutes for showstopper issues with a critical function of the software, and one hour for business critical issues that aren't immediately affecting all users' ability to get work done.

If a response isn't given within this timeframe, or if the response is considered unsatisfactory by LFUCG, you will have access to the contact information of an Account Manager, VP of Client Support, and our General Manager and are encouraged to escalate the issue until there is a satisfactory resolution. A breakdown of our escalation process is listed below:

Support Team Assignment

- Client Support – The entire Client Support team works collectively to resolve your support issues.
- Client Advocate – Your Client Advocate is the person whom is aware of your overall issues, is responsible for holding open issue review calls, is responsible for scheduling maintenance releases (MR)/train refreshes on your behalf, and may attend Business Process Analysis trips (one trip per year is covered under maintenance).
- Account Management – Your Account Manager is the person whom is aware of your overall issues, is responsible for holding open issue review calls as required, can serve as an



escalation point, is responsible for gathering requirements and putting together small and large project quotes and upgrades, is responsible for scheduling maintenance releases (MR)/train refreshes on your behalf, and may attend go-live project events.

- Account/Executive Sponsor – **Raja Mukherjee** - Your Account Sponsor is the individual who has an understanding of your current state, future projects, can serve as an escalation point, and will hold on-site meetings as required (typically one visit per year).

Escalation Path 8:00 AM – 5:00 PM Customer Local Time – Monday - Friday

Escalation Level – 1	S&S Support Desk	800.655.8810 or support@ssivt.com	Expected Response Time – 2 Hours *Showstopper Issue Response Time – 15 minutes	*If you do not receive a response or the response you receive is unsatisfactory, please escalate to the next level.
Escalation Level – 2	Account Manager	Phone number and email for account manager will be provided.	Expected Response Time – 1 Hour *Showstopper Issue Response Time – 15 minutes	*If you do not receive a response or the response you receive is unsatisfactory, please escalate to the next level.
Escalation Level – 3	VP, Client Support, Kate Labor	802.233.2959 or kate.labor@ssivt.com	Expected Response Time – 1 Hour *Showstopper Issue Response Time – 15 minutes	*If you do not receive a response or the response you receive is unsatisfactory, please escalate to the next level.
Escalation Level – 4	General Manager, Raja Mukherjee	802.233.9012 or raja.mukherjee@ssivt.com	Expected Response Time – 1 Hour *Showstopper Issue Response Time – 15 minutes	

You will receive regular written updates detailing the status of all outstanding issues until they are closed. There are a number of ways to triage an issue:



- **VPN** – Support may connect to your system through our Virtual Private Network (VPN) in order to view the error on your system and expedite closure of the issue.
- **Programming Resolution** – issues that cannot be fixed through setup or configuration may require programming fixes. Once a programmer is assigned, you will receive regular written updates on the status of the issue. When a fix is complete, we will deploy the fix to your training environment through our VPN. You will be responsible for testing the fix in your training environment and then notifying us of the results. When we receive your approval, the fix is deployed into the live environment and the issue is closed. Programming fixes are deployed via Maintenance Releases that may contain several fixes at once. Release Notes are provided to the customer in advance to facilitate customer testing in the Train environment.
- **On-Site Next Day Service** – if remote diagnostics prove to be inconclusive in a “production down” situation, arrangements will be made for on-site support through the appropriate escalation paths described below. Onsite support is subject to additional costs, including travel and expenses.

- **Delivery method of future upgrades and product enhancements**

Maintenance releases are deployed on a quarterly basis while major releases on enQuesta are deployed every 24-36 months. Our standard support policy is that we will support the current release of enQuesta and the two previous releases. While we have never ceased supporting any customer to date (irrespective of their current version), we do reserve the right to stop product enhancements and customizations to releases that fall outside our standard support policy. We recommend that our customers upgrade to every new release of enQuesta to remain current and take advantage of new functionality and technological advances. On average, our customers typically upgrade on a three-year cycle.

We will deploy upgrades at your site. enQuesta is upgraded in its entirety, rather than by module, and any enhancements provided to you are maintained through each new version of the software. Our training and subject matter experts train users during the upgrade installation. Training materials, user guides and documentation are available in PDF or hard copy format.

- **Documentation updates**

In addition to providing a vibrant community for social interaction and the sharing of best practices amongst our client base, *My enQuesta* is also leveraged as the repository for our product manuals and documentation.

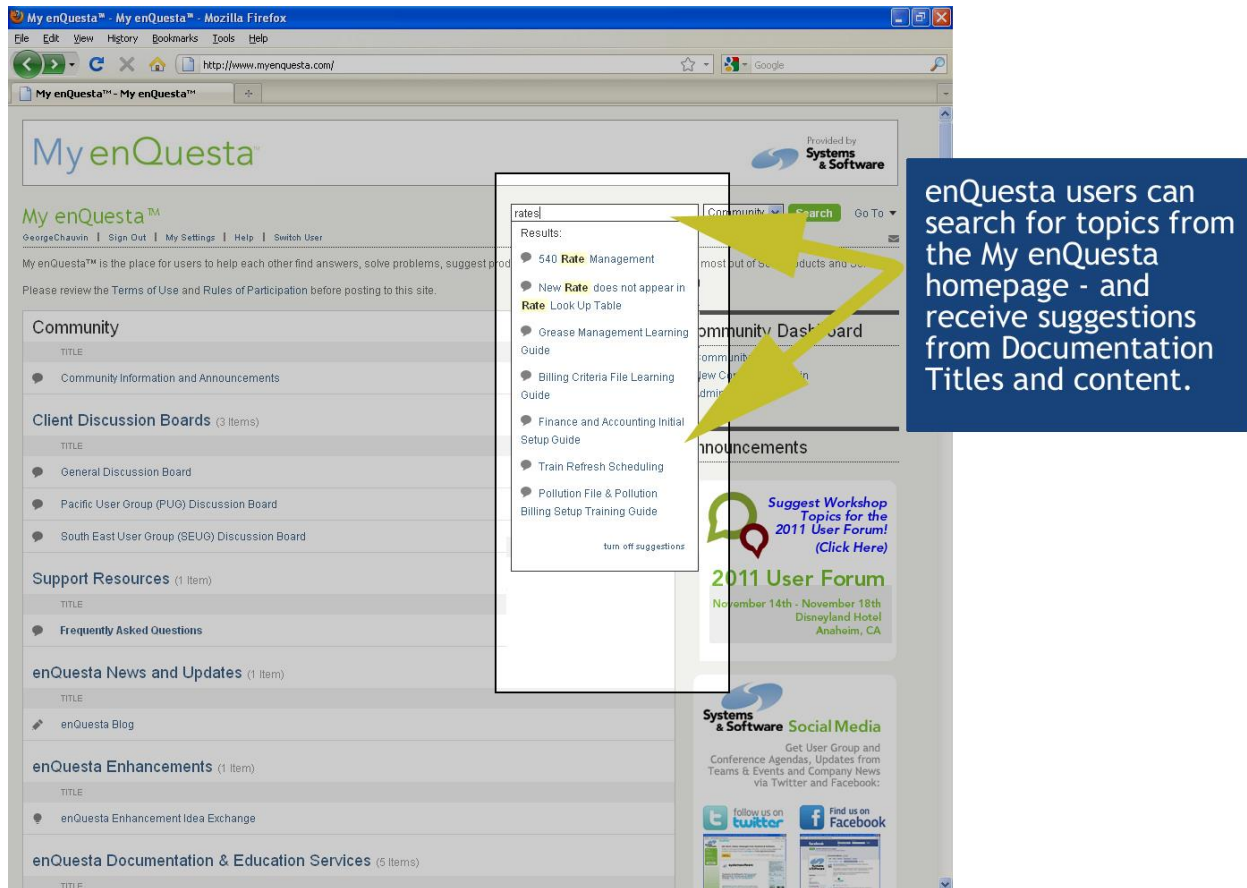


Standard documentation updates are available through My enQuesta in PDF format with unlimited copying rights. In addition, there are FAQs, blogs and forums where LFUCG can gather information regarding enQuesta.

A unique piece of functionality of this platform is the ability for our clients to give direct feedback to our Educational Services department – a feature inherent in the nature of our community platform. Also, clients can search for text within documents for specific pieces of information – a powerful method that can be used to find specific information within our documentation library.

When LFUCG becomes an S&S client, we will establish a private area within My enQuesta that will be populated with custom/utility-specific documentation – a great benefit that is provided in our base support package.

The following screenshots illustrate access to enQuesta documentation via searching techniques.





- **Initial training and continuing education**

The success of an enQuesta implementation relies heavily on the skills of your project team and end users. We employ a phased-training approach, developing the skills of your user groups throughout the implementation and providing immediate opportunity to apply newly developed skills. This approach ensures each user group is prepared to successfully perform their job functions at the appropriate time.



Our training program is based on the industry accepted ADDIE training cycle. This five-phased instructional approach places a core focus on the learner – in your case the user – and is broken into the following components:



Analysis Phase

The purpose of the Analysis phase is to define the training needs for the Client, identify the user groups participating in the training, and define the objectives for each training program along with the materials that support those programs. These definitions and objectives are identified in a Training Plan, developed by S&S. The complete Training Plan defines:

- Training requirements for each Client user group
- Method of training delivery (instructor delivered, distance learning - WebEx)
- Curriculum and reference materials required to support the training programs
- Classroom requirements and logistics necessary to support the training program

We deliver a User/Training Matrix template, which your team would populate with all enQuesta users by job function according to the maximum number of users defined in the final contract. S&S works with LFUCG to confirm that course requirements are identified for each individual based on their job function. This matrix is used throughout the training cycle to define and update the training schedule, and validate that each individual is enrolled in the training necessary to successfully perform their job function at Go-Live.



Design Phase

The purpose of the Design phase is to identify how the complete training program meets the needs identified in Analysis phase. The design requirements for all training materials affected by the Analysis phase are defined, including customizations purchased by the Customer.

During this phase, the User/Training Matrix is completed and is used to design a training schedule for each of the training programs including:

- Project Team Training
- End User Training
- Classroom set up should accommodate a minimum of 10 individual workstations, and class size shall not exceed 15 participants per session.

Development Phase

The purpose of the Development phase is to produce the training materials needed to support the Implementation phase. Training programs will utilize standard training materials; however these materials are tailored as necessary to reflect the business processes identified during the Business Process Analysis phase of the implementation.

Implementation Phase

During the Implementation phase, we deliver all training materials created in the Development phase. The comprehensive training program is delivered by our trainers, using a synchronous approach including:

- Instructor-delivered classroom training
- Hands-on lab exercises during classroom training
- Distance learning technologies (WebEx)

Our classroom training approach is scenario-based, hands-on, and performance-based with objectives that drive the content. Hands-on exercises provide practice that mirrors the objectives for the most beneficial learning outcomes.



Evaluate Phase

The success of your training experience is based upon the participant's performance during and after the training program. Objectives are defined and communicated at the beginning of each training session. The participants have specific and measurable goals to reach throughout each course.

The instructor monitors the participants' proficiency in lab exercises and class participation to ensure the training objectives are attained. The skills of each user are measured through hands-on lab exercises. Based on your team's proficiency, we may identify areas where remedial training is required.

Project Team Training

S&S' project team training prepares your team members to conduct testing activities in enQuesta. The instruction includes a combination of lecture, demonstration and hands on lab exercises, allowing participants the opportunity to use their processes and data in enQuesta. Curriculum includes applicable modules and the S&S testing overview. enQuesta Administration & Troubleshooting, the Administrator's Portal and Security training are also included in this training program.

End User Training (Client Deliverable)

The purpose of the enQuesta End User training program is to ensure that participants are confident using enQuesta to conduct their daily job functions successfully at Go-Live. Our approach to End User training is a synchronous training program that includes instructor delivered training, hands-on exercises and distance learning technologies.

The enQuesta course catalog identifies the course titles and standard course durations available for enQuesta training. It defines in detail the objectives, audience, and pre-requisites for each course.

Cognos 10 BI Training

S&S Delivered Cognos 10 BI Training

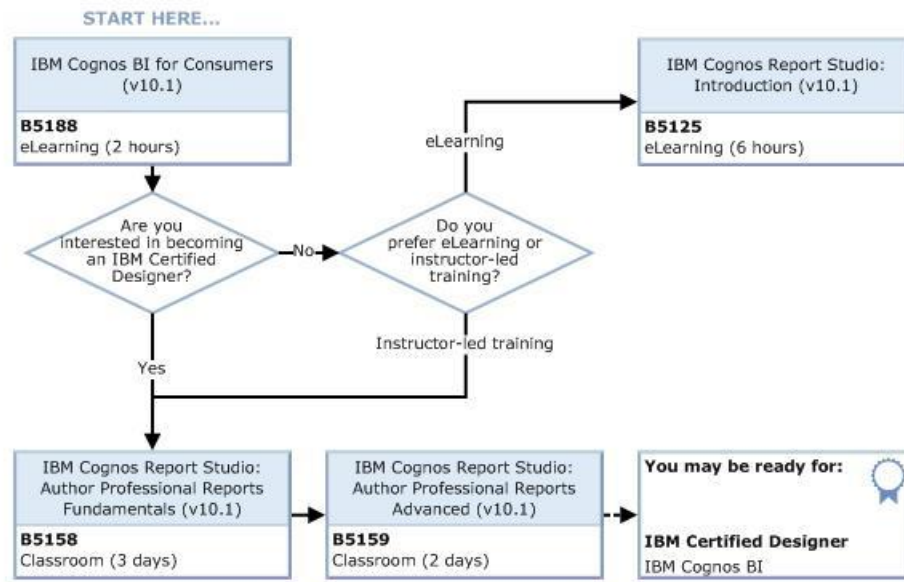
S&S' delivered Cognos 10 BI training program addresses: a general overview of Framework Manager (Cognos' metadata management and data modeling tool), Cognos Configuration (reporting environment configuration tool), the enQuesta Resource Center (eRC), Cognos Connection (web-based information and report development portal) and a series of hands-on exercises that will accustom the client's staff in the creation of new reports. This training



program does not cover in depth details specific to the Cognos tool. This training focuses on the transformation of data stored in enQuesta to a usable reporting form.

Cognos Delivered 10 BI Training

Additional training is also offered through Cognos Educational Services. These external classes offered by Cognos range in price from \$199 - \$3,500. S&S recommends following one of the two training paths listed below prior to the S&S Delivered Cognos 10 BI Training session:



Additional information on these courses is available at:

<http://www-304.ibm.com/jct03001c/services/learning>

Ongoing training may be required should LFUCG decide to upgrade to a later release of enQuesta. Our training and subject matter experts will train users during the upgrade installation. Training materials, user guides and documentation will be available in hard copy or PDF format.

Additionally, documentation updates are continuously available through the My enQuesta site.



-
- **Describe the terms of the software license. Is the license a one-time fee or is there an ongoing fee?**
 - **All software licenses required**

S&S utilizes a perpetual license model for enQuesta, so LFUCG will only have to purchase the license once.

-
- **Language(s) of the proposed software**

enQuesta is written in a combination of COBOL, Java, JavaScript Pages, XML and Perl.

-
- **Describe your maintenance agreement and terms/conditions**

Please see our answer to your question on our helpdesk, escalation and support features for an overview of our maintenance agreement. Additionally, we have included a sample of our support and maintenance agreement as an attachment to this response.

-
- **Indicate the software source code availability**

S&S maintains control over our source code to ensure that all customers remain on a single set of source code that is managed by the S&S version control process. This ensures that all S&S customers remain supportable and upgradeable and maximizes your investment in enQuesta, since you will never wind up on a highly customized branch of code that is not upgradeable and becomes obsolete.

For LFUCG's protection, we can make the source code available in escrow.



WARRANTY/SYSTEM ACCEPTANCE PLAN

Warranty

S&S warrants that all Application Software products delivered to LFUCG under our software agreement will perform in material compliance with the standards and requirements set forth in this RFP for a period ending thirty (30) days after System Acceptance. S&S also agrees to furnish promptly, and without additional charge, all labor and parts necessary to remedy any such defect that occurs during the Warranty Period.

S&S agrees that, to the extent permitted, it will pass through to LFUCG any and all warranties that S&S receives from any manufacturer or supplier of any of the system equipment.

All services performed by S&S, both in the warranty period and beyond, shall be performed in a timely and professional manner by qualified S&S personnel.

Post Warranty

After the thirty (30) day period, LFUCG would transfer to the S&S Client Support Desk for all support purposes. A detailed look at our support policies and procedures can be found in the "Support, Training and Maintenance" section earlier in this RFP. In addition, we have included a sample of our Support Program Guidelines, which details all the minutiae of our support and maintenance policies.

We strongly recommend that our customers upgrade to every new major release of enQuesta (available every 24-36 months) in order to remain current and take advantage of new functionality and technological advances. However, we have never ceased supporting a customer to-date, regardless of which version they are on. We do reserve the right to stop product enhancements and customizations to releases that fall outside our standard support policy (The current version of enQuesta and the two previous releases).

System Acceptance Plan

S&S and LFUCG will create a formal User Acceptance Test (UAT) plan. The Customer will be responsible for developing end-to-end test scenarios that will cross multiple operational areas (i.e. read to bill). At completion of pre-production scenario development, major To-Be Business Processes (as defined by the Customer) will have been incorporated into the testing scenarios. The testing scenarios will include, Base Functionality, System Operation Requirements, Reporting, Data Conversion, Modifications and Interfaces. Multiple monthly batch closeouts will be performed as part of the testing process. S&S will create a document describing the pre-production test results, documenting all reconciling items. S&S is responsible for correcting defects caused by S&S.



S&S will then develop a Cutover Strategy document, with input from LFUCG, which will document the approach to cutover testing and cutover planning. This Strategy will also define the issue management process for post go-live support and the plan for support of end users.

S&S will also develop a Cutover Checklist that contains all activities which will be performed during the mock and real cutovers. This checklist will include, for each task, the timing, schedule and role responsible. All tasks assigned in the checklist will then be implemented, executed and completed, including each of the Go/No Go decision points.

System Acceptance shall be deemed to occur in each subject or module area at such time on an Application Software module or group of interrelated modules (including any Customization) within thirty (30) days of the date it is made available for use by Customer in a production environment and it performs in material compliance with the applicable Documentation. If Customer notifies S&S in writing of material non-compliance of the Application Software during such thirty (30) day period, S&S shall correct such material non-compliance with the Application Software and Customer shall have an additional fifteen (15) days to test the corrected module or group of interrelated modules.

Please see Attachment 1, titled: "**Sample Software License Agreement**" for a complete description of our acceptance and warranty policies.



PROPOSED IVR SOLUTION

The following sections contain Selectron's responses to the questions and requirements regarding the IVR section of the RFP.



VENDOR BACKGROUND AND QUALIFICATIONS (IVR)

IVR Section A – Vendor Background and Qualifications

This section is in response to the request by LFUCG for specific information concerning the vendor's background, qualifications, and past performance. We have provided the specific LFUCG requests in bold type and our answers to each below.

How long the company has been in business.

Selectron has been in business for 54 years. During that entire time we have been under the same ownership.

A brief description of the company, including past history, present status, future plans, etc.

Founded in 1960, Selectron Inc. initially established Selectron Technologies, Inc. in 1990 as its Interactive Voice Response (IVR) Division. In 1992, Selectron Technologies began working with government agencies to design, develop, and implement interactive voice and web solutions. Based on continued growth and success, Selectron Technologies was launched as a privately held, independent corporation in January of 2002. Selectron Technologies currently employs 59 full-time employees and is headquartered in Portland, Oregon.

Selectron has a very close partnership relationship with Systems & Software (S&S). Over the past decade, both organizations have worked together to build out the interfaces required to provide S&S customers with a robust customer service IVR offering. You will see through our references that we have successfully implemented solutions for S&S customers very similar to LFUCG.

In 2014 Selectron released its latest version of customer service software called Relay. This solution encompasses IVR, Web, Mobile, Outbound, Agent, and Field channels and was built to provide enterprise capabilities for our government clients. Our future plans are to continue to provide world-class software solutions to improve and streamline the customer service capabilities of our government clients.

Has your company been involved with negotiations pertaining to an acquisition by another company in the past 24 months? Or does your company have plans to be available for acquisition in the near future?

No, we have had no discussions of being acquired, nor do we foresee any plans to be acquired in the future.

Company size and organization. Please break down number of employees per department. (Only include full time employees, not contractors or part-time employees.)

Currently Selectron has 59 employees within our organization and broken down accordingly:



- Executive Management – 3
- Accounting/HR – 3
- Sales/Marketing – 8
- Development – 25
- Project Management – 5
- Support – 12
- IT - 3

What percentage of staff turn-over does the company experience annually?

We typically see around 5-10% turnover annually.

Gross revenue for the prior fiscal year (in US dollars). Percentage of gross revenue generated by implementation and licensing or use of proposed software.

Being a privately held company, Selectron does not make revenue or financial information public. Selectron has been under the same ownership for more than 50 years and has a stable financial position that can be substantiated upon award.

Number of total utilities currently using the proposed software.

We currently have IVR solutions in place for 102 utilities. They range from 6,500 accounts to 290,000 accounts.

Percentage of total customers currently using the proposed software that bill for sewer.

Unknown, however our best estimate would be more than 50%.

Please indicate the last twelve (12) utilities with which you have signed a contract for the proposed software. (Please indicate the utility name; the date of signed contract; whether the system is 'live' or not; the amount of time from project start to 'go-live' for 'live' systems; and the utility's number of customers broken down by service. Please do not exclude any utility.)

The following 12 customers are the utility IVR customers that we have most recently contracted with for either a new IVR system or an upgrade to their existing IVR.

- Santa Ana, CA - signed 11/14 – new system, not yet live - estimated 240 days – 90,000 accounts
- Placer County Water Agency, CA – signed 11/14 – upgrade, not live yet – estimated 180 days – 38,500 water customers
- Greensboro, NC – signed 10/14 – upgrade, not yet live – estimated 180 days – 100,000 accounts
- Medford, OR – signed 9/14 – upgrade, live – 45 days – 20,000 accounts
- West Valley Water District, CA – signed 9/14 – upgrade, live in January 15 – 120 days – 20,000 accounts



- Leesburg, FL – signed 9/14 – upgrade, not yet live – estimated 180 days – 18,000 accounts
- Aurora, IL – signed 9/14 - upgrade, not yet live – estimated 180 days – 65,000 Accounts
- College Station, TX – signed 9/14 – upgrade, not yet live – estimated 180 days – 35,000 accounts
- Boynton Beach, FL – signed 8/14 – new system, not live – estimated 210 days – 35,000 accounts
- Modesto, CA – signed 8/14 – upgrade, live – 45 days – 70,000 accounts
- Farmington, NM – signed 8/14 – upgrade, not yet live - estimated 180 days - 15,000 Accounts
- Casselberry, FL – signed 8/14 – new system, not yet live – estimated 210 days, go live in March – 22,000 accounts

Approximate number of utility clients in the United States.

100

How often are new software releases developed and distributed?

New in-version releases are developed and distributed based on the nature of the updates contained in the release. Generally these happen about every 12-18 months.

How long are superseded releases supported?

Generally as long as the customer wants to use that version of software.

Currently, how many back releases are supported?

Selectron currently has customers running both Version 3.x and 4.x of our software.

Has your company ever been sued by a utility customer? If so, please explain each incident and outcome(s).

No.

Are there any lawsuits currently outstanding against your company? If any, please explain.

No.

If you have had any contract(s) terminated for default during the past six years, describe all incidents. Termination for default is defined as notice to stop work due to the vendor's non-performance or poor performance and the issue was either: 1) not litigated; or 2) litigated and litigation determined the vendor to be in default. Elaborate as needed. (If the vendor has experienced no terminations as described, please indicate so.)



Selectron has had no contracts terminated for default, ever.

If you have had ANY contract(s) terminated during the past six years for any other reason than the above stated 'termination for default', please describe all such terminations fully. (Include the name, address and phone number of other contracting party or parties.)

Selectron has not had any contracts terminated in the past 6 years.



SUPPORT STAFF (IVR)

IVR Section B – Support Staff

Selectron provides each of our clients with a dedicated project team consisting of highly skilled professionals. We have years of industry experience and possess a thorough understanding of the needs and requirements of our customers in order to direct our project management efforts accordingly. Selectron’s staff has implemented our solutions for more than 450 clients, and we are well qualified to support an IVR system installation project from beginning to end.

Selectron assigns staff to projects when the projects are initiated – after completion of contract and other business documents. This approach enables flexibility in assigning staff based on current project loads, ensuring LFUCG has the dedicated resources needed to meet project milestones. A single project manager, selected for the project on the basis of project complexity and project load, will serve as the central point of contact.

We have provided brief resumes of several key members of our executive, project management, development, installation, and customer support staff. The actual personnel involved in the implementation of the project will include select staff members from the group listed below.

Executive Operations Staff

Dan Porter, Executive Vice President, Operations	
Primary Role	Management of operations, including project management, development, support, QA, and IT
Years Experience	25 years With Selectron since 2002
Education	BS, Mathematics; Computer Science
Experience & Qualifications	<ul style="list-style-type: none"> • 12 years at Selectron leading product development, delivery, and support • Direct leadership in the implementation of over 300 interactive solutions • Initiated and grew successful teams for Support, Product Management, and Project Management



Project Management Staff

A Project Manager will be assigned to coordinate the implementation of your solution through the various stages of the project and is responsible for the success of the project. Project stages include: Kick-Off, Design, Development, Quality Assurance, Installation and Training, User Acceptance Testing, Go-Live, Project Closeout and Introduction to our support team. The Project Manager will work with your team, the Systems & Software team, and the Selectron project team to confirm project deliverables, define the implementation timeline, create design documentation for system and associated interface, schedule Installation and Training, and coordinate User Acceptance Testing and Go-live. Selectron does not assign projects to our project management staff until the contract is completed. Below are brief resumés of our Project Management staff:

Brandon Simchuk, Senior Project Manager	
Primary Role	Comprehensive project management of IVR, web, and mobile solutions
Years Experience	11 years With Selectron since 2003
Education	BS, Computer Information Systems
Certifications	<ul style="list-style-type: none"> Project Management and Advanced Project Management Certificates of Completion from Portland State University Professional Development Center
Experience & Qualifications	<ul style="list-style-type: none"> Onsite installation and training for more than 73 IVR, web, and mobile solutions Project Manager on more than 232 interactive solution implementations

Brian Dood, Project Manager	
Primary Role	Comprehensive project management of IVR and web solutions
Years Experience	18 years With Selectron since 2012
Education	BA, Psychology MBA, International Business



	JD, Business Law
Experience & Qualifications	<ul style="list-style-type: none"> Managed over 150 IT projects, including 20 enterprise software implementations, 10 international and domestic network integrations, and 12 IVR solutions 18 years of network administration and engineering experience Adjunct Professor of Project Management, Business Law, and Business courses at two universities

Corey Mackura, Project Manager	
Primary Role	Comprehensive project management of IVR and web solutions
Years Experience	10 years With Selectron since 2012
Education	BA, Psychology
Experience & Qualifications	<ul style="list-style-type: none"> Project manager on over 24 interactive web solutions Over 36 call center data and telecom integrations


Software Engineering Staff

Bob Ristau, Director of Engineering	
Primary Role	Management of engineering department, covering <ul style="list-style-type: none"> New product engineering Customer solution development Technical support
Years Experience	10 years With Selectron since 2005
Education	BA, Mathematics, Computer Science, English MBA
Experience & Qualifications	<ul style="list-style-type: none"> 10 years of experience with full software lifecycle management, applying appropriate methodologies to varied technological challenges from product concept to solution implementation to



	<p>maintenance.</p> <ul style="list-style-type: none"> • Career focus on sustainable process design and improvement, staffing, and team building • 10 years of experience integrating custom software solutions with enterprise data for public utilities and local government agencies
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Mike Hannegan, Director of Technical Services	
Primary Role	Software engineering, technical mentoring, telephony, architecture
Years Experience	36 years telecommunications, 26 years voice processing With Selectron since 1978
Education	BS, Engineering
Experience & Qualifications	<ul style="list-style-type: none"> • Lead developer on 112 IVR projects • Mentor on more than 100 IVR implementations • Designed and developed Selectron’s initial IVR solutions • Developed the initial VoiceUtility™ product • Provides new technology and feature product direction

Landon Davidson, Software Engineer	
Primary Role	IVR architect, new product development
Years Experience	7 years With Selectron since 2007
Education	BS, Computer Science
Certifications	<p>Microsoft Certified Professional</p> 
Experience & Qualifications	<ul style="list-style-type: none"> • Responsible for core interactive platform and overseeing all changes and additions • Lead developer on 30 IVR projects




Chris Dirks, Software Engineer	
Primary Role	Customer Development Engineer
Years Experience	2 years With Selectron since 2012
Education	BS, Game and Simulation Programming
Experience & Qualifications	<ul style="list-style-type: none"> Provides first level support for all interactive solutions

Eric Elsholz, Software Engineer	
Primary Role	Technical support
Years Experience	7 years With Selectron since 2010
Education	BA, Chemistry, Biology
Experience & Qualifications	<ul style="list-style-type: none"> Provides first & second level support for all interactive solutions


Joseph French, Software Engineer	
Primary Role	Customer Development Engineer
Years Experience	3 years With Selectron since 2012
Education	BS, Marine Science
Experience & Qualifications	<ul style="list-style-type: none"> Provides primary customer support as well as development and internal projects

Dave Gannaway, Software Engineer	
Primary Role	Web project development



Years Experience	7 years With Selectron since 2006
Education	BS, Computer Science; Mathematics
Certifications	Microsoft Certified Professional Developer <ul style="list-style-type: none"> Web Applications 
Experience & Qualifications	<ul style="list-style-type: none"> Lead developer on 29 IVR and web projects Lead developer on WebCourt and VoiceLottery solutions Lead architect of proMonitor IVR monitoring solution Previous experience in Customer Support

Tyler Jenkins, Software Engineer	
Primary Role	Customer Development Engineer
Years Experience	5 years With Selectron since 2009
Education	BS, Computer Engineering
Experience & Qualifications	<ul style="list-style-type: none"> Lead developer for 26 IVR projects Previous experience in Customer Support

Chris Kasten, Software Engineer	
Primary Role	IVR project development
Years Experience	7 years With Selectron since 2006
Education	BS, Computer Engineering
Certifications	Microsoft Certified Professional Developer <ul style="list-style-type: none"> Windows Form Applications 
Experience & Qualifications	<ul style="list-style-type: none"> Lead developer on 13 IVR projects Previous experience in Customer Support



Carmen Martian, Software Engineer	
Primary Role	Customer Development Engineer
Years Experience	2 years With Selectron since 2012
Education	BS, Software Development
Experience & Qualifications	<ul style="list-style-type: none"> Provides first & second level support for all interactive solutions

Marisa Moniz, Software Engineer	
Primary Role	Customer Development Engineer, Sustaining Team Lead
Years Experience	9 years With Selectron since 2010
Education	BS, Computer Science, BA, Fine Arts
Experience & Qualifications	<ul style="list-style-type: none"> Provides second and third level support for all interactive solutions Provides leadership to Customer Development team Escalation resource

Ashley Phillis, Technician	
Primary Role	PremierPro Support & Maintenance
Years Experience	With Selectron since 2013
Education	AAS, Computer Information Systems
Experience & Qualifications	<ul style="list-style-type: none"> Manages and conducts Quarterly PremierPro Updates Initial troubleshooting of issues reported and found during PremierPro Updates



Shawn Rhoderick, Software Engineer	
Primary Role	Customer Development Engineer
Years Experience	5 years With Selectron since 2012
Education	BS, Information Systems/Computer Programming
Experience & Qualifications	<ul style="list-style-type: none"> 5 years' experience in writing user interface, web automation, and analytic software Financial Systems Analyst experience

Michael Staley, Software Engineer	
Primary Role	Customer Development Engineer
Years Experience	13 years With Selectron since 2001
Education	BS, Communications MS, HR Management
Experience & Qualifications	<ul style="list-style-type: none"> Lead developer on 80 VoicePermits, 35 VoiceUtility, and 7 VoiceCourt IVR applications Developed City of Portland Business License Survey Line

Donna Taylor, Software Engineer	
Primary Role	Customer Development Engineer, Development Team Lead
Years Experience	28 years With Selectron since 2000
Education	BS, Computer Science
Certifications	Microsoft Certified Professional





Experience & Qualifications	<ul style="list-style-type: none"> • Lead developer on 50+ IVR projects • Co-developed InspectTrack Notebook Edition solution • Lead developer on InspectTrack Pocket Edition solution • Developed Retail Customer Satisfaction IVR Survey System • Developed WebUtility™ Utility Billing System • Provides leadership to Customer Development Team • Escalation resource
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Kristopher Toler, Software Engineer	
Primary Role	Customer Development Engineer
Years Experience	With Selectron since 2013
Education	BS, Computer Science
Experience & Qualifications	<ul style="list-style-type: none"> • Provides support for customer reported issues • Performs quarterly Premier Pro Updates • Responsible for initial troubleshooting of issues reported and found during Premier Pro Updates

David Wright, Technician	
Primary Role	PremierPro Support & Maintenance
Years Experience	2 Years With Selectron since 2012
Education	BS, Software Engineering (2015)
Experience & Qualifications	<ul style="list-style-type: none"> • Manages and conducts Quarterly PremierPro Updates • Manages Professional Voice recording and deployment for Customer Development team.



	<ul style="list-style-type: none"> Initial troubleshooting of issues reported and found during PremierPro Updates.
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Installation Specialist

An Installation Specialist will install all Selectron Technologies-provided equipment. The Installation Specialist configures your system, performs testing and trains your staff. The Installation Specialist will communicate with you in advance to ensure that all necessary connections, rack space, and other requirements are ready as needed. Selectron does not assign projects to our Installation Specialist until the contract is completed and design documents have been finalized. Below is a brief resumé for our Installation Specialist:

Ryan Reams, Installation & Training Specialist	
Primary Role	Installation of IVR, web and mobile systems as well as staff training to manage and maintain
Years Experience	3 years With Selectron since 2012
Education	BS, Kinesiology
Experience & Qualifications	<ul style="list-style-type: none"> Experience in IT as well as direct installations of more than 80 IVR and mobile systems



CLIENT REFERENCES (IVR)

IVR Section C – Client References

Selectron Technologies, Inc., is the leading provider of interactive voice response (IVR) and other self-service solutions for government agencies. Selectron’s capabilities span a wide spectrum, including both inbound and outbound IVR, as well as on premise and cloud-based solutions.

Selectron is focused exclusively on delivering and supporting solutions for government and quasi-government agencies. Currently, more than 450 Selectron system implementations are in use throughout North America, including more than 100 utility agencies. These are customers of all sizes and functionality; however, they all share the same components that make an IVR project successful, including quality system design, consultative project management, risk mitigation, and seamless integration to backend data systems, payment gateways, and telephony solutions.

To Date, we have never failed to successfully implement an IVR solution for a customer.

The five customers listed below are a cross reference of our clients that demonstrate Selectron’s ability to successfully integrate to the Systems & Software enQuesta Utility Billing Suite, as well as our ability to develop and implement solutions for similar sized and larger utility customers. We encourage you to speak with any of our customers to hear about Selectron’s abilities and reputation for high-quality and successful projects.

Agency Name	City of Clarksville, TN
Contact Name, Phone Number, E-mail Address	Pam Cloud, Business Systems Manager (931) 645-2565 ext. 1400 pam.cloud@cityofclarksville.com
Contract Date	September 2009, go live December 2009
Number of Accounts	50,000
General Project Description	<p>Application Database: Systems & Software enQuesta PBX: Tadiran Selectron Products:</p> <ul style="list-style-type: none"> • 12-Port VoiceUtility IVR • Community Select • Meter Reading Collection • Outbound Delivery Services with Delinquency Notification • Payment Arrangements • PayEngine with Credit Card Processing and E-Check • Screen Pop • Professional Voice English



Relevance to LFUCG	Provides a reference from an enQuesta customer with very similar project requirements.
Client Testimonial	“All of our questions and concerns were addressed right away. If we requested changes, they were implemented quickly. They really do work for us.” –Pam Cloud, Business Systems Manager

Agency Name	Montgomery Water Works, AL
Contact Name, Phone Number, E-mail Address	Charlene Wachs, Asst General Manager 334-271-5021 cwachs@mwwssb.com
Contract Dates	February 2013, go live August 2013
Number of Accounts	80,000
General Project Description	Application Database: Systems & Software enQuesta PBX: Avaya VoIP Selectron Products: <ul style="list-style-type: none"> • 24-Port VoiceUtility IVR (Production and Test environments) • Professional Voice (English) • Payment Extensions • PayEngine with Credit Card Processing & E-Check • Screen Pop • Outbound Delivery Services with Delinquency Notification
Relevance to LFUCG	Provides a reference from an enQuesta customer with very similar project requirements.

Agency Name	Shreveport, LA
Contact Name, Phone Number, E-mail Address	Sharon Pilkinton, Superintendent, Customer Service Division (318) 673-7660 sharon.pilkinton@shreveportla.gov
Contract Date	March 2011, go live August 2011
Number of Accounts	73,000
General Project Description	Application Database: Systems & Software enQuesta PBX: ESI Selectron Products: <ul style="list-style-type: none"> • 12 Port VoiceUtility IVR • Professional Voice • Outbound Delivery Services with Delinquency Notification <ul style="list-style-type: none"> • PayEngine with Credit Card Processing
Relevance to LFUCG	Provides a reference from an enQuesta customer with very similar project requirements.



Agency Name	Greensboro, NC
Contact Name, Phone Number, E-mail Address	Jeff Kimel, Customer Service Manager – Dept of Water Resources (336) 373-2639 jeff.kimel@greensboro-nc.gov
Contract Date	June 2011, go live December 2011
Number of Accounts	100,000
General Project Description	<p>Application Database: Systems & Software enQuesta PBX: Cisco Call Manager Selectron Products:</p> <ul style="list-style-type: none"> • 12 Port VoiceUtility IVR • Professional Voice – English & Spanish • Outbound Delivery Services with Delinquency Notification • PayEngine with Credit Card Processing and E-Check • Community Select • Screen Pop • Speech Recognition
Relevance to SEMCO	Provides a reference from an enQuesta customer with very similar project requirements.

Agency Name	Tucson Water District, AZ
Contact Name, Phone Number, E-mail Address	Stephen Dean, Administrator (520) 837-2322 stephen.dean@tucsonaz.gov
Contract Date	March 2007, go live November 2007
Number of Accounts	250,000
General Project Description	<p>Application Database: SunGard Public Sector NaviLine PBX: Avaya Definity Selectron Products:</p> <ul style="list-style-type: none"> • 48-Port VoiceUtility IVR <ul style="list-style-type: none"> • Production & Test Environments • Outbound Delivery Services with Delinquency Notification <ul style="list-style-type: none"> • Professional Voice – English & Spanish <ul style="list-style-type: none"> • SmartDelivery • PayEngine with Credit Card Processing and E-Check <ul style="list-style-type: none"> • CommunitySelect • Payment Extensions
Relevance to LFUCG	Provides a reference from a large utility customer servicing over 700,000 citizens and taking over 80,000 calls a month through customer service.
Client Testimonial	“It was a big step forward. It was just night and day between our old products and Selectron.” –Eric Wager, Systems Engineer



	<p>“Any time that we’ve called, we’ve gotten a prompt response... I’ve always been impressed with the responses that I’ve received from Selectron’s support.” – Geoff Kuhn, Customer Services Division Supervisor</p> <p>“About 15 percent of our people called the system without any notification. It went live and people started using it without us even telling them it was there. It was incredible how many people used it initially.” –Joan Stauch, Customer Services Administrator</p>
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Additional Customer Testimonials

“The staff that we worked with have all been very knowledgeable, very helpful, and made lots of good suggestions. We’ve gotten a lot of good input from them – they’re certainly very thorough folks.”
-Kevin Lewis, Finance Director at the City of DeLand, FL

“Selectron won on all three [i.e., credit references, pricing, and meeting its specific requirements]. They were head and shoulders above the rest – there wasn’t anybody actually in comparison.”
-Leslie Curtin, Customer Service Supervisor at the City of Modesto, CA

“Selectron is always very prompt, very responsive. I’ve just not had an experience where things weren’t worked out immediately.”
Sherri Rashad, Customer Service Manager at the City of Marietta, GA

“We’re very, very happy and we’re fortunate we have Selectron as a vendor. It really means a lot to have a vendor who understands what customer service means.”
-Mamie Mierzwak, Utilities Account Manager at the City of Roseville, CA

“I just can’t imagine being without Selectron and the IVR. It’s just been a great tool. It’s made my life, and all of customer service, and those higher up with the complaints – it’s made our lives a lot easier. We don’t have to worry about answering all of these little calls that tie up the phone system for bigger problems.”
-Lora Howell, Utility Accounting Manager at the City of Cocoa, FL

“There’s never any reluctance or hesitation to help us... You never feel like you’re talking to somebody who’s putting you on hold and going to read the manual. They all seem to really know their stuff.”
-Linc White, IT Manager at Vermont Gas Systems, Inc.



PROPOSED SOLUTION (IVR)

IVR Section D – Proposed Solution

Selectron is proud to bid our Relay communication platform in response to the Lexington-Fayette Urban County Government's RFP. Relay is an industry-leading communication system designed to provide government agencies with a single point of contact for their constituents. Selectron believes that this managed services (hosted) solution will provide LFUCG with the best feature set to accommodate your citizens' needs.

Solution Overview

The proposed Relay solution includes the following features:

- Relay IVR Channel with Utility Pack, housed at Selectron's local hosting facility
 - 16 Voice Port Licenses
 - 16 Tier 2 *LumenVox* Speech Recognition licenses
 - Tailored Utility call flow
 - FAQ (up to 10 questions)
- Payment processing via IVR
 - ACH/E-Check
 - Debit/Credit
 - Partial Payments
 - Payment Extensions
 - Payment Plan Balance/Next Payment request
 - Underpayment Warning
- Relay Outbound Channel
 - Delinquency Notification
 - Shut Off Notification
 - Static Notifications (configured by customer as needed)
- Relay Portal Administrative Dashboard

Relay IVR with Utility Pack

Selectron's Relay for Utility IVR solution allows utility account holders to access account information 24/7, over the telephone, in a fully-automated environment. The Relay for Utility product provides a core IVR solution that is designed for utility agencies. Additionally, it is extremely flexible: an agency's Relay for Utility solution can include additional modules, can be configured to follow an agency's existing business rules, and can be deployed as a standalone solution or as part of a complex, multi-department enterprise solution.

Callers can enter their account number and access account information including payments without the need to speak with a CSR. Callers use telephone key input (DTMF) or Speech



Recognition to navigate menus and enter information. Experienced IVR users will be able to use barging or key-ahead functionality in order to bypass certain prompts (this is configurable at the prompt level).

Standard base functionality includes the ability for callers to enter an account number and hear current balance (or zero due/current credit amount), due date, previous balances, payment history, and consumption history (when this data is available in a utility billing system). In addition, the following account information is available where applicable: amount required to avoid service shut-off, pending shut-off date, pending payment amount and balance, and any recent credits or adjustments. Callers will be able to request a transfer to a CSR from the IVR, should they choose to do so.

Payment Processing

Callers will be able to make a payment via the IVR via two payment methods: credit/debit cards and ACH (e-check). The payment processing engine provided by Selectron is a PA-DSS-Verified payment system, and does not retain any payment information from users. The Relay payment application will interact with the payment vendor to provide payment functionality. Users will need to authenticate (with an account number) and provide valid payment information in order to make a payment. Relay validates the user's payment information before passing it to the payment gateway. Successful payments are posted to the S&S enQuesta Utility Billing solution in real-time.

Relay Outbound

Relay Outbound provides Lexington with a multi-channel outbound communication platform designed to send voice, email, and SMS messages to account-holders. Two kinds of notifications can be sent: Dynamic Notifications, which include account-specific data and are sent to target recipients; and Static Notifications, which do not include customer data and are designed to be general announcement or informational messages. Static messages can be designed and scheduled by a Lexington administrator as needed. All notifications are scheduled and managed through the Relay Portal web-based administration tool (see below).

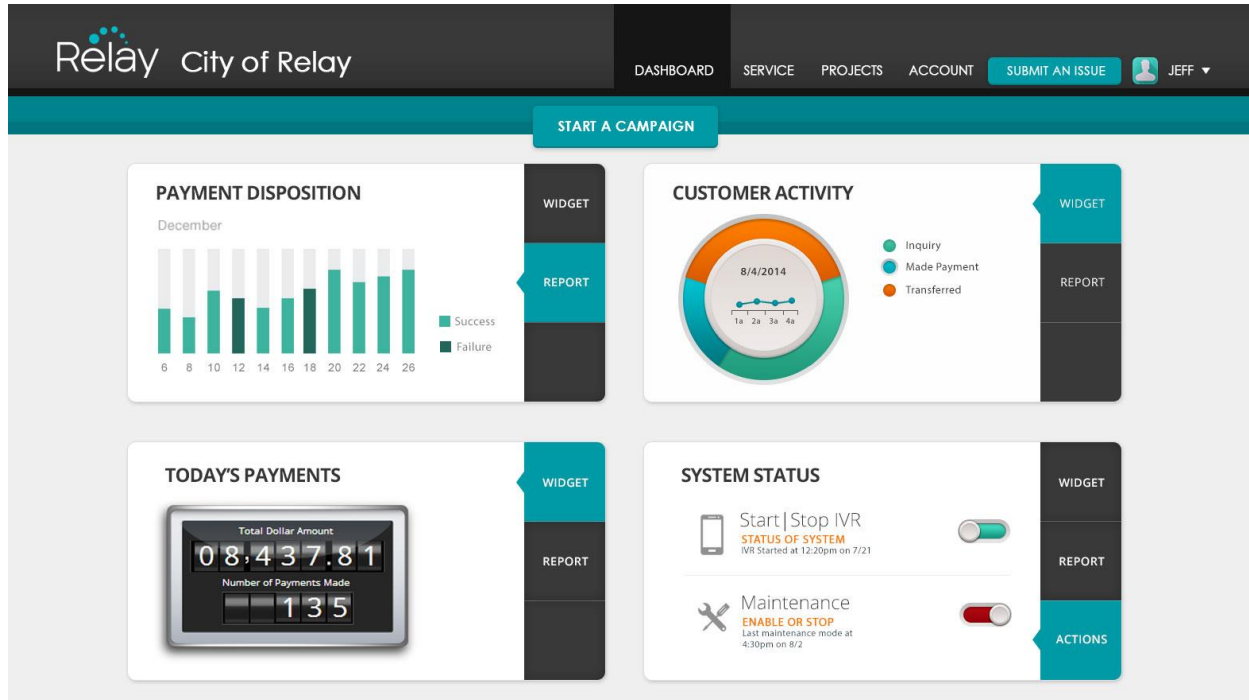
The proposed solution includes two Dynamic Notifications: Delinquency Notification and Shut-Off Notification.

Relay Portal

The Relay platform features a robust and full-featured web-based administration tool with integrated reporting and dashboard functionality, called the Relay Portal. Administrators will log in to a central website that, upon authentication, directs the user to a customized dashboard detailing current monitoring information the IVR, including a real time view of system and IVR usage. The dashboard provides a single gateway for administration, reporting, and monitoring for the entirety of the solution. Featuring role-based user management, administrators have the ability to define a number of roles and users to suit a variety of access types for the dashboard.



Below is an example of the Relay Portal:



In addition to real-time system monitoring, the dashboard provides users with the ability to configure various parts of the system, including prompt management, outbound campaign scheduling, holiday and business hour definition, and more. Users can be configured to have access to various parts of the configuration screens based on their assigned role(s). Configuration changes are reflected by the base system on the fly, without requiring a system reboot.

Selectron and Systems & Software

Selectron Technologies and S&S have developed a business relationship to provide agencies with end-to-end solutions for IVR and Utility Billing functionality. This relationship allows the Selectron IVR to seamlessly integrate to the S&S enQuesta solution, providing Lexington with a complete solution for handling customer calls: providing account data, taking payments, and managing other utility inquiries.

Through multiple integrations to the enQuesta software, our software engineers have gained extensive experience with the integration points between Selectron's IVR applications and the enQuesta software. This experience and relationship eliminates the risk of a poor or failed implementation for LFUCG.



HOSTING OPTIONS (IVR)

IVR Section E – Hosting Options

Managed Service

The proposed solution will be deployed as a managed services solution in Selectron's local hosting facility. Selectron's managed services solutions include a variety of security and stability features to ensure that the LFUGC IVR maintains maximum uptime. Selectron's hosting facility is secure and has security features such as keyed entry and individual server locks. With a hosted solution, Selectron assumes all responsibility for physical and network security of the IVR. All ongoing server maintenance and proactive support is also handled by Selectron and is included in the ongoing managed services fees paid by LFUGC.

Hosting includes deployment of servers in our facility, and monitoring of those servers by Selectron staff. Hosted solutions are regularly monitored by our automated ProMonitor application, which tests the solution and insures it is answering calls and actively connected to the S&S enQuesta Utility Billing Solution. The managed services fees and call fees paid by LFUGC cover expected call volume, security, monitoring, and active updates to the solution by Selectron staff.

In addition to a hosted deployment in our preferred facility, LFUGC can elect to deploy the IVR using a different methodology:

- On Premise: Instead of being hosted in the cloud, the IVR solution is deployed locally at LFUGC, within the LFUGC existing telephony environment and utilizing existing technology where possible (such as deploying to a LFUGC-owned SQL cluster). Instead of Selectron, LFUGC becomes responsible for owning and maintaining the physical hardware. ProMonitor is available for On Premise deployments at an additional cost.
- Managed Service elsewhere: Selectron's hosting facility has a number of other sites across the US. If desired by LFUGC, Selectron can deploy the IVR at another location. This will require additional scoping and understanding of the specific requirements from LFUGC and may incur additional costs beyond standard deployment costs.

It is Selectron's intent to ensure that the IVR solution is deployed in the best possible way according to your needs. Additional conversations between Selectron and LFUGC during the initial part of the implementation process will help us understand exactly what those needs are, and thus which deployment option would be most ideal for you and your stakeholders.



Relay Cloud Services Option

Selectron is bidding the Managed Services hosted solution outlined above because it is a single-tenant solution that meets the requirements requested in the RFP. Selectron does have another hosted IVR solution available to LFUCG, however our Relay Cloud Services option is a multi-tenant solution that does not meet all the requirements requested by LFUCG. This solution provides a hosted IVR that allows callers to do the following:

- Hear Account balance and Due Date
- Make a payment via credit/debit card or ACH (echeck)
- Make partial payments
- Transfer to an agent

Although this solution does not have all of the requested functionality, it does come at a substantially lower investment to LFUCG both initially and long-term. If S&S is selected for the utility billing system, Selectron is willing to discuss all IVR options available to LFUCG to ensure we meet your needs and your budget.



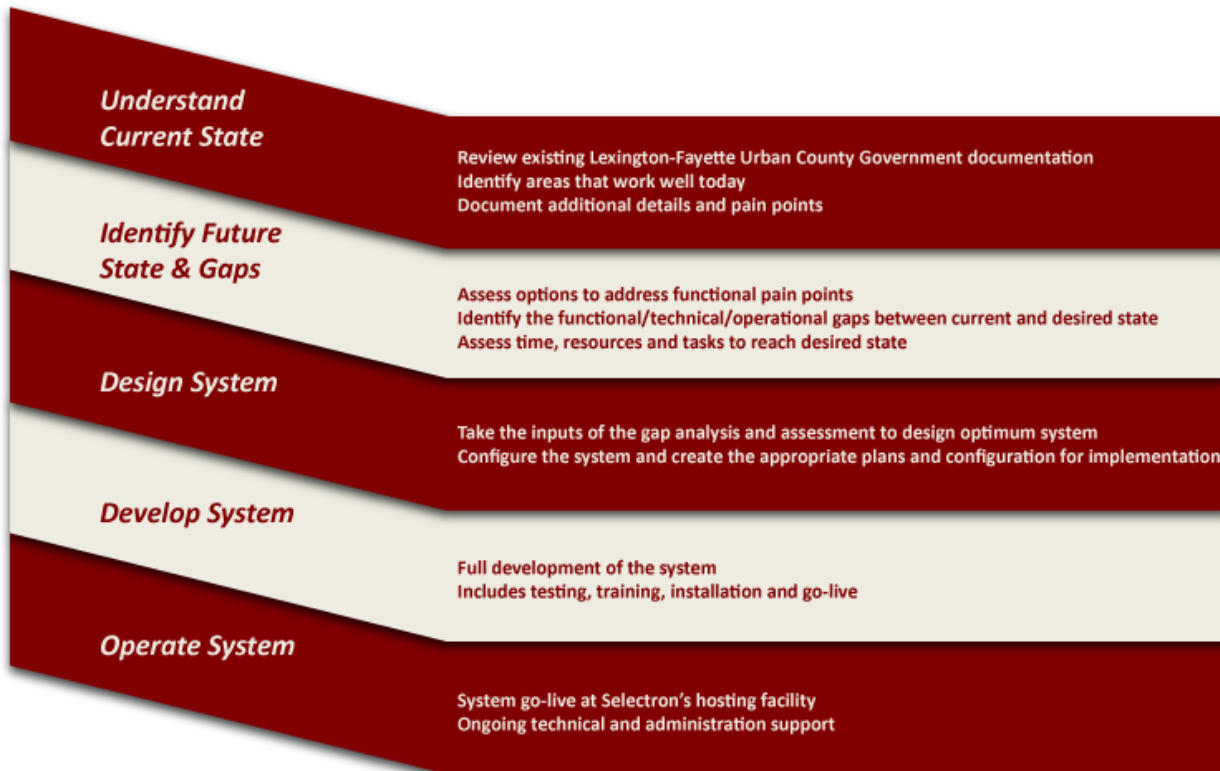
PROJECT/WORK PLAN AND INPLIMENTATION METHODOLOGY (IVR)

IVR Section F – Project/Work Plan & Implementation Methodology

The Relay IVR Solution for Lexington-Fayette Urban County Government will be implemented by a team of IVR professionals dedicated to working with government entities. All design, configuration, deployment, and integration of the managed services solution will be performed by Selectron. LFUCG will have a dedicated project resource assigned to them throughout the entirety of the implementation process. This section outlines Selectron’s project approach.

Implementation Overview

The following chart shows a high-level overview of the project lifecycle:



Selectron’s project manager drives this approach, which is designed to engage LFUCG throughout the process using PMBOK standards to manage communication, goals, system changes, and phase transitions.



The qualifications and certifications of our Project Managers are unparalleled in managing state and local government technology projects for customer service solutions. Combined, our three primary project managers offer:

- 44 years of IT and Project Management experience
- 17 years with Selectron Technologies
- Over 450 IT projects managed
- Project Management degrees and certifications
- Multiple university courses taught in Project Management and Business

Project Plan

This section outlines the key project phases, major deliverables, milestones, and estimated durations, required to initiate, plan, execute, control, and close out the project. Project performance metrics include Milestone Sign-offs, Phase Reviews, and Go No-Go Decisions. Lessons learned are gathered throughout the project and incorporated, as needed, to ensure continuous improvement throughout the life of the project.

Selectron is committed to completing projects in an on-schedule, timely manner. As with any project, successful and timely implementation will require the assistance and participation of all parties working in mutual agreement. Selectron's assigned Project Manager will work directly with LFUCG staff throughout the project to enforce best practices and ensure that a quality working product is delivered within the timeframe agreed upon by both parties.

Selectron understands the variety of factors that must be considered when creating and managing an implementation plan. In all engagements, we assign a Project Manager who ensures that all activities are coordinated and fit together effectively. Additionally, a Selectron Executive Sponsor will oversee the project and ensure the highest level of attention and success at every step.

For each phase there are a number of universal milestones:

- **Call Flow Sign-off:** This step indicates final approval of the fully-documented call flow script design, as documented on a diagram with explanatory notes. This occurs after a period of analysis, initial design, and a series of design reviews.
- **Onsite Deployment:** The configured solution is deployed into a test environment for agency evaluation and acceptance. This occurs after the Selectron development/configuration and testing/QA processes.
- **User Acceptance:** After deployment there is a period of user-acceptance testing. This is normally 30 days, though some variation occurs based on solution type, system



complexity, and target dates. At the end of this period, LFUCG will need to complete a User Acceptance document. Completion of this document indicates final acceptance of the deployed solution.

- **Go Live:** After the User Acceptance period there is generally a specific date for go live when the solution is moved to the production environment, retested, and made available to end users.
- **Project Close-out:** After successful go live, the team will meet and review for project close-out. In this process the team ensures that success criteria were accomplished. The team also analyzes performance with regards to schedule and other indicators. All appropriate billing and associated concerns are finalized for the department. Finally, the overall success of the project is recognized and celebrated.

A critical success factor for all phases of the project will be the availability and active participation of LFUCG Subject Matter Experts (SMEs), who accurately represent the organizational goals and objectives. Selectron has a long history of collaborating with SMEs to successfully complete complex, multi-phased projects.



SUPPORT, TRAINING AND MAINTENANCE (IVR)

IVR Section G – Support, Training and Maintenance

Support and Maintenance

Hosted solutions from Selectron Technologies include a variety of ongoing support and maintenance benefits. Selectron's support offering stands apart in the industry due to our proactive approach, and this is doubly true with our managed services solutions. Regular system health reviews assure customers we are making every effort to detect potential system issues before they become problematic. In addition to proactive reviews, hosted Relay solutions are actively monitored with our ProMonitor application, which periodically tests the application to ensure it is answering calls and that the database connection is active. In the rare case that ProMonitor detects an issue, it automatically alerts Selectron staff immediately, giving us the opportunity to fix an issues as soon as possible. Additional support benefits include a toll-free support hotline and dial-in technical support for all software provided with the solution; online resources to report and track support issues through the resolution process; as well as support for application database updates.

A Customer Support Engineer will be available to handle all support calls during Selectron's normal business hours (7:00 a.m. – 7:00 p.m. Central Time). Emergency calls will be promptly resolved by a support engineer or escalated to a Software Developer. Selectron guarantees that all non-emergency support calls will be responded to within one business day. Most emergency and non-emergency calls are handled within one to two hours of receipt. During non-business hours, Selectron's answering service dispatches calls based on issue priority. Emergency calls are dispatched to on-call support staff and are responded to within four (4) hours. Non-emergency calls are also directed to support personnel and responses are based on the agency's requirements. The answering service is operational 24 hours a day/seven days a week and employs staff that is trained on how to respond to routine and emergency support issues.

In addition, Selectron maintains an Online Customer Support Center that is available to all Selectron clients. This resource provides answers to frequently asked questions, how to guides, an index of common error messages, and other technical documentation, including product white papers.

Rollout Support Plan

As LFUCG prepares to rollout to production, Selectron project management staff will define a customer support transition plan that will define assigned support staff, an issue resolution escalation path, and a timeline for formally transitioning the solution to our support team. Issues found after go-live will be researched and tested by Selectron technicians. Resulting changes to



code and/or configuration will be promoted to the production environment at a point in time agreed upon by LFUCG staff to ensure minimal disruption.

Selectron's PremierPro Support offers the following:

- 24-hour, 7-days-per-week, 365-days-per-year support for emergency calls.
- Toll-free telephone support hotline.
- Telephone support for installation and general use questions during normal business hours.
- Online technical diagnostic support.
- Software correction updates.
- Relief goal of one business day.
- Online Customer Support Center.
- Development work as required to support standard updates to each department's application database(s). To accommodate the scheduling of resources, it is required that LFUCG provides Selectron with four (4) weeks' notice prior to the planned system update.
- Proactive system reviews that include system diagnostics, history file creation, and notification of the review results including:
 - Assess machine resources, including memory, processor, and disk-space utilization.
 - Examine log files, including error logs, to identify any anomalous entries.
 - Apply current validated software updates to the operating system, device drives, and application database(s).
 - Identify items that need further attention for follow-up by LFUCG and the Project Manager.
- Implementation of "out-of-cycle" critical updates. These updates are to resolve failures that may cause hardware damage, system unavailability, data corruption, or severe data vulnerability.

Training

Due to the specific nature of department policies and procedures, Selectron creates project-specific training and documentation plans developed specifically for Customers. The Installation and Training Specialist will provide LFUCG with training materials designed to give administrators a single resource for using, managing, and configuring the IVR system via the



Relay Portal. All documentation and revisions will be available to LFUCG through the Relay Portal.

Purchase of a Selectron solution includes extensive remote training for IVR administrators and other personnel. Selectron's Installation and Training Specialist will provide LFUCG personnel with in-depth instruction on administration and management of the IVR application. Selectron's training and all associated costs are included in the proposed pricing. The number of individuals to be trained in each session is left to the discretion of LFUCG. When large groups are trained, it will be necessary to advise the Selectron Project Manager ahead of time to ensure that sufficient training materials and manuals are available.

Details of topics covered in training are listed below.

Administrative/Technical Training

The Administrative/Technical Training is typically conducted for LFUCG IT staff members who will use the Relay Portal, generate reports, and provide general quality assurance for the system should attend this training. A technical background is helpful but not required. The Relay Portal is a web application designed with a focus on usability; the user-friendly design enables users of various skill levels to access the Portal without difficulty.

Administrative/Technical Training provides a unique hands-on learning experience focused on Selectron's system documentation. The topics covered in this seminar are:

Basic Operations

- Running Reports

Updating the System Settings

- Office Hours, Phone Transfers, etc.
- Recording Prompts

System Voice Training

As LFUCG may wish to record some of your own system prompts and messages, the voice training is for the person who may be responsible for this recording. The System Administrator(s) will benefit from the System Voice Training as well. Topics covered include:

- Accessing the Recording Function
- Live Demonstration
- Best Practices and Recording Guidelines

System Implementation Testing Services

Quality Assurance personnel will be involved in the project from call flow design, through software development, to final system installation and testing. QA will develop test plans and configuration tools in preparation for the project. Selectron performs internal testing of the configured solution before it is deployed to the customer.



WARRANTY/SYSTEM ACCEPTANCE PLAN (IVR)

IVR Section H – Warranty/System Acceptance Plan

Warranty

With a managed services solution from Selectron, no warranty is included as no hardware is being purchased by the customer. Selectron owns and maintains the hardware for a hosted solution, performing regular tests and inquiries to ensure that the solution is in good health. A sample Master Services and Hosting Agreement is included with this response.

System Acceptance Plan

Selectron provides a client-specific web-based application that enables acceptance test results and issues to be submitted and tracked online. When the online acceptance test plan is successfully completed, an authorized individual can approve the system for acceptance through the system.

The acceptance testing period lasts 30 calendar days and commences immediately following deployment. During this 30-day period, it will be LFUCG's responsibility to operate the system and document any exceptions to the agreed-upon system design.

Selectron will correct any noted exceptions that are in conflict with the solution as described in the Statement of Work or other design document agreed upon by both Selectron and LFUCG.

The acceptance testing process is generally performed in conjunction with familiarizing the users with the system. As users begin to input information and otherwise employ the solution, the testing staff will look for any system or design problems. Input and testing in this manner typically spans a two-week period. Completion of the acceptance testing process concludes the implementation and deployment of the system.



LIST OF BILLING SYSTEMS INTERFACES

IVR Section I – List of Billing Systems/Interfaces

Currently Selectron interfaces with 11 different commercial Utility Billing Solutions as well as several custom Utility Billing Solutions, below is a list of the commercial systems:

- Systems & Software (enQuesta)
- Springbrook
- Infor
- SunGard
- Ventyx
- Advanced CIS
- AMX Utiligy
- Tyler Eagle
- Tyler Munis
- CC & B
- Innoprise.



RESPONSES TO FUNCTIONAL REQUIREMENTS

Our responses to the Functionalities Assessment Worksheet are provided on the following pages. S&S again confirms that no text in Column A, in either tab, has been changed.

Billing System Functionalities Assessment Matrix

Instructions for all worksheets in this Spreadsheet:

Vendor should provide a response to each of the questions and/or possible functionalities outlined in the attached worksheet (in yellow) as follows. Not all functionalities are required: only those marked as "Mandatory" are required. Vendor will not be penalized for functionalities marked as "Optional" - but vendors who can satisfy the functionality should indicate so. **VENDORS MAY NOT UNLOCK THIS SPREADSHEET AND THE SPREADSHEET MUST BE RETURNED IN THE SAME FORMAT AS DELIVERED.** Vendors submitting proposals in response to this RFP are responsible for seeking clarification (before the appropriate deadline to submit questions as indicated in the RFP) of any ambiguity, confusion or perceived error in the Request for Proposal (including this Matrix) prior to submitting proposals. Any such ambiguity or error will be waived if clarification is not sought at the appropriate time prior to proposal submission, and any functionalities for which the vendor later indicates confusion of, or needs clarification on, in their submitted proposal will not be given credit for the respective functionality. Any positive response to a functionality implies that the proposed system can automatically perform such functions with little or no manual effort by LFUCG, unless otherwise noted by the vendor in the Comments section. (Note: the source of this spreadsheet is Utility Planning Network's C-SAT Database Copyright 2014 All Rights Reserved - Acton MA USA 01720)

Options for Vendor Responses to "Vendor Capabilities" Columns:	Description:	
BASE	The function is provided in the base product. No modification is required.	
FREE MOD	No, the function is not in the base product but we will modify it at no cost.	
ADD-ON	No, the function is not in the base but we can handle this functionality with another add-on product/module. <u>(In the appropriate comments box, please indicate details of the module and/or product, and indicate price.)</u>	
MOD AT COST	The function will require a modification. <u>(Provide the itemized cost in the appropriate Comments column, and include this itemized cost as a part of your Cost Quotation.)</u>	
NO	The function is not available and can not be modified.	

Billing System Functionalities	Vendor Capabilities. (Indicate one of the following: BASE; FREE; MOD; ADD-ON; MOD AT COST; NO or NOT APPLICABLE)	Comment(s)	Line Reference #
General/Mandatory			1
Ability to handle all of LFUCG's rates, adjustments and fees as list in this RFP and on LFUCG's web site.	BASE	Mandatory	2
Ability to charge late interest and penalties as referenced/described in the RFP, related attachments and on the LFUCG web site.	BASE	Mandatory	3
Vendor will convert all data from the current billing system.	BASE	Mandatory	4
Vendor will convert all data from the current legacy dumpster program (described in the RFP) so that dumpster fees may be billed from the new billing system as well.	BASE	Mandatory	5
The system can automatically generate a minimum bill when no meter reading is reported in data delivered by KAW via the MFT site. This minimum billing should occur without any manual intervention from LFUCG staff.	BASE	Mandatory	6
Ability to stop blaster calls on a particular account, or on a group of accounts. (Example: automatically stop blaster calls on all bankrupt accounts.) To select a group of accounts, this process must be able to be done easily to an entire group -- not by selecting one account at a time.	BASE	Mandatory	7
Ability to stop letters on a particular account, or on a group of accounts. (Example: automatically stop letters on all bankrupt customers.) To select a group of accounts, this process must be able to be done easily to an entire group -- not by selecting one account at a time.	BASE	Mandatory	8
If a customer has an active and an inactive account, the delinquent balance for each service type on the inactive account can be transferred to the customers' active account.	BASE	Mandatory	9
Vendor will create an semi or fully-automated method for which LFUCG can download usage data from American Water (see attached files for data layout) so that vendor's billing system loads such data and enables LFUCG to bill with that data provided by American Water.	FREE MOD	Mandatory	10
The system shall identify and exclude billing for all meter-reading exceptions that are outside high/low parameters established by LFUCG. A report indicating such exceptions is generated after each billing cycle.	BASE	Mandatory	11
System can automatically lock customers out of payment channels based on user defined scenarios. For example, the system can lock customers out of paying via IVR and online if the customer has had water shut off for nonpay of sewer.	BASE	Mandatory	12
Ability to designate meter reads as Actual, Estimated, or Special Read.	BASE	Mandatory	13
According to LFUCG rules, the billing system will not bill Sewer for Sprinkler, Fire Hydrant, or Fire Service only accounts. Indicators on these accounts will identify them for WQMF service billing only (as indicated by LFUCG), i.e., no regular water service is found on the parcel.	BASE	Mandatory	14
The system has the ability to bill consumption for sewer service in gallons and to display consumption on the billing statements as gallons and also as HGAL. Due to very large usage in a few exceptional cases, the consumption can display as CCF.	BASE	Mandatory	15
The system can express consumption rate steps in whole numbers of gallons.	BASE	Mandatory	16

The system can charge a minimum bill for Sewer consumption between zero and a designated amount of gallons.	BASE	Mandatory	17
The system has the ability to bill designated accounts for Landfill based on the number of Herbie containers at the premises. The system must accept a weekly flat file with landfill data, which contains the KAW Premise Number and number of units.	FREE MOD	Mandatory	18
The system bases on the average water consumption for usage during the months of November through April, or any three months of winter usage. A residential customer's sewer bill is then calculated using the FWA or actual usage, whichever is lower, for the months of May through October. The system needs to automatically calculate and appropriately apply the FWA calculations to the bills without any user intervention.	BASE	Mandatory	19
The resulting 30-day Average is used to calculate Sewer consumption with billing dates on or after May 1 through October 31. No bill will be created on May 1 or November 1 to allow for this process.	BASE	Mandatory	20
During the spring and summer, the billing system can charge new accounts, without a billing history of at least 3 fall/winter months, 90% of their usage for the Sewer portion.	BASE	Mandatory	21
Exclude from the FWA calculation all consumptions of zero during the relevant usage period.	BASE	Mandatory	22
The system will allow for the granting of additional Fall/Winter Average credit and sewer adjustments.	BASE	Mandatory	23
Except during the period of the Fall/Winter Average, the Sewer is billed according to actual consumption of water.	BASE	Mandatory	24
The billing system allows correction / override of the current FWA and use of the corrected value in calculating summer consumption.	BASE	Mandatory	25
Ability to charge a flat fee charge (admin fee) to an account regardless if the account is a sewer customer or not and this charge is a separate line item on the bill.	BASE	Mandatory	26
Ability for LFUCG to make both monetary and consumption adjustments in the system.	BASE	Mandatory	27
System can charge taxes as follows: A state sales tax of 6% of the sewer fee should be calculated for accounts classified as commercial and industrial. The only exception to commercial accounts is for those who have submitted sales tax exemption certificates. OPA (Other Public Authority) accounts are accounts belonging to governmental, quasi-governmental or public schools and also exempt from state sales tax.	BASE	Mandatory	28
The system will bunch all government bills that are coded with a specific code.	BASE	Mandatory	29
Ability to code groups or individual accounts as penalty exempt and/or tax exempt.	BASE	Mandatory	30
When KAWC sends a final reading in their file, the system performs the necessary processing to move out/in a customer.	FREE MOD	Mandatory	31
After the final billing statement has been created, the billing system will generate no additional billing statement unless there is financial activity on the account.	BASE	Mandatory	32
For delinquency purposes, the system provides the ability for an LFUCG user to transfer charges from a closed to an active account, including retention of the due date of the original charge.	BASE	Mandatory	33
The system allows an authorized user to enter into the billing system Extra-Strength Commercial Charges and the corresponding taxes on these charges. The system processes such charges.	BASE	Mandatory	34

The billing system processes Sewer Exclusion Credits and the corresponding taxes on such credits; these may be manually entered into the billing system by account.	BASE	Mandatory	35
The billing system processes Water Quality Management Fee (WQMF) adjustments; these may be added manually into the billing system by account. Such adjustments appear as separate line items on relevant account bills.	BASE	Mandatory	36
The proposed billing system and IVR must provide, at a minimum, all of the current functionalities offered by LFUCG's current CustomerSuite billing system and current IVR.	N/A	Question removed per Addendum# 2	37
Changes for WQMF accounts will be made in the new billing system using a comma delimited file extracted from LFUCG's Stormwater database with a SQL query. The query only pulls premises that have been changed since the last monthly billing file was created. The file includes two columns – premise number and number of ERUs. The information should be uploaded to the billing system by matching up the premise with the new number of ERUs.	FREE MOD	Mandatory	38
If WQMF services have not yet been added to a new account, the system must be able to charge Sewer service without the Water Quality Management Fee (WQMF) and/or Landfill Services.	BASE	Mandatory	39
Transfer all data from the current billing system to the new billing system, including but not limited to data held in OnBase.	BASE	Mandatory. This will be driven by the SOW which will list all the data sources to be converted.	40
Customer Service			41
Ability to process credit card payments directly through the solution. For example, a credit card can be entered or swiped, approved or declined, and posted directly to the customers account with a batch total created for reconciliation at the end of the day.	BASE		42
Daily Payment Reconciliation. For each customer service representative that processes payments throughout the day, the ability to balance out and reconcile their daily batches including their drawer count within the software.	BASE		43
Defining Fields. Ability to change the name of at least ten (10) fields, and if necessary extend the length of these fields. Includes ability to define the type and format of data entered into each field.	BASE		44
Ability to query on User Defined Fields (that are mentioned in the "Defining Fields" functionality.)	BASE	assumes using the ad hoc reporting tool	45
Provide for contact and performance statistics (Number of calls, satisfied or completed calls, length of time for completion, call types, geographic area, response times, response needs, report by calls within dates / times.)	BASE	assumes using the ad hoc reporting tool. The length of the call will be stored in the IVR system and needs to be accessible to the CIS	46
Designate payments allocation by priority. Be able to have a customer payment allotted to different services in the order we designate in terms of priority. Example: pay sewer first, WQMF second, etc.	BASE		47
Ability to proportion payment allocation. Be able to have a customer payment allotted to different services based on user-designated percentages. For example, apply 1/3 of a payment to sewer, 1/3 of the payment to landfill and the remaining 1/3 to WQMF.	BASE		48
Ability to manually over-ride system payment allocation on an as-needed basis.	BASE		49

When a customer makes a payment when their water has been turned off for nonpay of sewer, the system enables the customer's payment (including any shutoff administrative fees) to be allocated to sewer first. This is possible even if the billing system is set up to allot payments in a different way (like even distribution of payments over all services.)	BASE		50
If full payment is not made, the system can automatically prorate the payment between the different services.	BASE		51
Have the ability to allow the users of the system to update account/premise information separate from the customer and meter tables.	BASE		52
Accommodate a variety of billing scenarios to include Summary Billing, Consolidated Billing, etc. to allow the utility to bill multiple sub-accounts from different meter reading cycles, premises and services into one summary type bill with supporting detail for each sub-account on the bill. Note: we are not identifying summary and consolidated billing as stuffing multiple bills into one envelope. Instead, <u>summary billing is ONE bill automatically generated by the billing system that can be provided to one payer for multiple locations (like Walmart headquarters paying one bill for multiple stores in the utility's service territory.)</u>	BASE	The scope of this is limited due to the word etc.	53
Have a field that tracks notes and a corresponding field that tracks the due date for payment arrangements. Be able to generate a report that indicates all payment arrangements that are coming up in a designated period of time, such as 'all payment arrangements due in the next 5 business days.'	BASE		54
Be able to automatically have a report on the previous scenario automatically generated on a periodic basis (ie weekly, monthly, etc).	BASE	The scope of this is limited due to the word etc.	55
Ability to create and update notes but not allow a user to delete previous notes.	BASE		56
System has the ability to create a report for adjustments entered by LFUCG users.	BASE		57
If an account is inactive with a zero balance, then the system should not allow a payment to be posted to it.	BASE	The system will show warnings but the user with proper security can override that	58
Track collection activity for active accounts and closed accounts including Bad Debt accounts. This is to include phone call records, letters sent, agreements made, etc. On-line view or report of contacts/notices made to accounts in the collection process. System will provide a mechanism to input collection contacts/notices and/or notes into the CIS.	BASE		59
Have a bill calculator that lets anyone talking to a customer run a quick and easy bill calculation to estimate a bill for customer.	BASE		60
Be able to reprint a bill easily from the billing system.	BASE		61
Once a bill is reprinted, be able to automatically email and fax it (without printing a hard copy) for a customer that has provided a fax number and/or email address.	BASE	The system will create a PDF and can be emailed. The faxing will require integration to the IVR system and the cost of this in not included in this proposal	62
Customers can view their current and previous LEXserv bills online, and opt out of paper billing. Bills are also available for downloading. (The service is currently provided by Blue Grass Mailing (BGM), and the vendor selected for this RFP will need to interface with BGM's system(s) or provide this functionality directly).	BASE	Mandatory	63

All customers currently set up as 'paperless' will be set up in the new system as 'paperless.'	BASE		64
Provide exception reporting of abnormal situations, such as consumption on an inactive account, or no consumption on an active account, etc.	BASE		65
Enable credit and debit card payments over the phone , and automatically add payment to working batch.	BASE		66
When a CSR takes a credit card over the phone, the credit card information only needs to be taken and entered once in order to properly process that payment.	BASE		67
Have viewable payment history to show type of payment such as if it was paid by cash, check, credit card, etc.	BASE		68
If a customer pays by check, have the system track what check number they used.	BASE		69
Ability to process credit card payments by swiping the card and not requiring to enter the card number directly. Therefore, a credit card can be entered or swiped, approved or declined, and posted directly to the customers account with a batch total created for reconciliation.	BASE		70
Scanning Documents. Ability to scan documents such as service orders, letters, etc. and link them to a specific customer. Ability to hyperlink files (scans) to customer accounts.	BASE		71
Capability of phone and internet payment, by check or credit card.	BASE		72
Accommodate interaction with the customer through the following methods: track and maintain history through all communications channels including but not limited to inbound and outbound calls, inbound and outbound e-mail, inbound and outbound correspondence, via web site access	BASE		73
Provide for the recording of a customer inquiry including the type of contact, who responded to the contact, the date/time the contact started, and the contact outcome.	BASE		74
Have the ability to search and view potential and existing customer contacts by any defined field, including a partial field. (Example, search for any customers with 'Jackson' in the street address.)	BASE		75
Ability to search for a customer without needing to identify the field on which the system should search. For example, if a user enters a last name, they do not need to also click 'last name' to identify the field that is being searched.	BASE		76
Customer contact features are fully integrated with the customer scripting process. Standard utility operating procedures can be displayed for call types.	BASE		77
Able to enter all new customer information without asking for, or rekeying, the same information twice.	BASE		78
System should be able to print customer information screen.	BASE		79
Easy access to payment history, and ability to print that screen/report.	BASE		80
Correspondence			81
Ability to automatically generate all LFUCG LEXserv letters in a nightly batch that is automatically sent in the correct format to LFUCG's chosen bill print vendor.	BASE		82
Provide for the generation of standardized form letters and responses to customer inquiries with information from the customer account imported automatically as required. For example: shutoff letters, delinquency letters, responses to EFT inquiries, etc	BASE		83
Ability to create correspondence templates including forms.	BASE		84
System can automatically generate correspondence upon a returned check, pre-authorized payment, or any user defined requirement. (Example: automatically generate a 'returned check letter'.)	BASE		85

Customer Self Service - Internet Integration			86
Allow customer to pay any bill online, either by check or credit card.	BASE	Mandatory	87
Provide for a security access number e.g. customer PIN that is either e-mailed to them after initial setup on the internet.	BASE		88
Allow view of consumption and payment history.	BASE		89
Allow customer to download history of usage (at least 12 months) into a spreadsheet.	BASE		90
Allow customer to download history of payments (at least 12 months) into a spreadsheet.	BASE		91
Allow for viewing and printing of current and previous bills.	BASE		92
Customer can change password/PIN.	BASE		93
Maintain consistency with LFUCG LEXserv web page.	BASE	Using the CSS	94
Track an approval number.	BASE	Assumes this is the ID for any online request received within the customer self service portal	95
Customer Management			96
General			97
The ability to establish a master account for a customer with a unique customer number, then be able to provide combined billing of all the customer's accounts. The combined billing must itemize each of the accounts separately and then total the Amount Due.	BASE		98
The system is customer centric whereas an individual has a customer number that never changes.	BASE		99
The system will have the ability to allow the users of the system to update customer information separate from the account/premise and meter tables.	BASE		100
The system can associate customers with a single or multiple accounts.	BASE		101
The system will provide for free-form comments about a customer. The system should be able to identify the author of a note/comment and the date/time created.	BASE		102
Using the data archived, generate reports that shows accurate consumption, revenue and billing history even if the customer has changed rates, rate codes. The report should be produced for any period or time range.	BASE		103
Customer Identification and Access			104
Provide a variety of ways to access customer information, including browsing and sort capabilities, partial keys.	BASE	Mandatory	105
System provides the following search capabilities:			106
Customer Name	BASE	Mandatory	107
Service Address	BASE	Mandatory	108
Account Number	BASE	Mandatory	109
Telephone number	BASE	Mandatory	110
Social Security Number	BASE	Mandatory	111
Tax ID Number (EIN)	BASE		112
Drivers License Number	BASE	Mandatory	113
Meter Number	BASE		114
Customer Number	BASE	Mandatory	115
Premise Number	BASE	Mandatory	116
KAW Premise Number	BASE	Mandatory	117
Complex/Subdivision Name	BASE		118
Email	BASE		119

GIS Coordinates	BASE		120
A history of what accounts an individual has recently visited is maintained (by individual user) so a user can quickly re-access an account they were previously looking at. (Example: user wants to look back at a customer account she/he looked at 4 accounts ago which is no longer open on a screen, and can click a drop down screen of the last 10 accounts she/he visited and click on the one she/he is looking for - and that account automatically opens.)	BASE	The last 10 accounts dropdown (bookmark)	121
The system provides a means for producing a random sample of customers for different actions.	BASE	Using the mass meter service work function	122
Able to view the history of all transactions (billing and receivables) related to the customers accounts (with current first) and the resulting balances with drill down capabilities for detail on each transaction. From this, it must be possible to view and re-print a previous bill.	BASE		123
Identify a life support/medical condition.	BASE		124
Track accounts receivable by the customer, master account, premise, service or sub-account or a bill.	BASE		125
Allow the user to view customer service history by premise and service.	BASE		126
Able to identify accounts and report accounts by rate classification. Example: residential, commercial, industrial, etc. or by independently identified and selected fields.	BASE	The scope of this is limited due to the word etc.	127
Customer Setup and Link			128
Provide for separate billing and service addresses as may be required.	BASE		129
Detect and handle duplicate customers in the system. For example, a new customer is entered but there is another customer in the system with some form of matching customer ID (social security number, driver's license, etc).	BASE	The scope of this is limited due to the word etc.	130
Provide for tax, penalty and disconnection exemptions at the customer level.	BASE		131
Record a variety of customer identification information such as Social Security number, tax ID number, drivers license, birth date, name of spouse, customer name, telephone number, bankruptcy type, bankruptcy case number, etc.	BASE	The scope of this is limited due to the word etc.	132
Ability to record and track people co-located at an account, such as roommates.	BASE		133
Allow for unlimited, free-form notes and/or comments related to the customer.	BASE		134
Standardize commonly used customer names so that they will always be spelled the same--for example, grocery chains, etc.	BASE	The scope of this is limited due to the word etc.	135
Customer Based Information			136
Have each customer information record at a minimum include the related data fields that are contained in the current billing system as follows: Billing History, Payment History, Consumption History, Product History, Credit Profile History, Alias Names, Soc. Sec No., Driver's License, Special Conditions, Spouse or Significant other Names, Roommates, DL#, Mailing Address, Deposit Information, Customer Complaints, Customer Correspondence (inbound and outbound), History of Service Addresses both Present and Past, Banking Information (for automatic drafting purposes), Date of Birth, Doing Business As Name (D.B.A.), Phone Number(s) (Cell phone, Unlisted phone, etc.), Email Address(es), Fax Number (s), Identify Dangerous Animals/People/Situation, Confidentiality requested, Headquarters and Branch Locations, Emergency Contact (Name & Method of Contact)	BASE		137
Convert and activate all current bank draft customers.	BASE	Mandatory	138
Able to search for co-residents by name, social security number or drivers license number	BASE		139

Provide the user the flexibility to display account/premise summaries of a customer on a single screen and drill-down capability.	BASE		140
Maintain historical information on dates and rates for rate code changes made for customer.	BASE		141
Provide ability to transfer all Customer Info listed above to new location.	BASE		142
Customer Correspondence			143
Maintain a history of all inbound and outbound correspondence, including but not limited to blaster calls and letters.	BASE		144
Document specific customer correspondence received, i.e.. date, specific comments, including date/time they called etc.	BASE	The scope of this is limited due to the word etc.	145
Special Conditions and Special Needs			146
Have the ability to Classify and Categorize customers with special needs or designations. (Example: board member, medical conditions, life support, elderly, disabled, etc)	BASE		147
Automatically generates notification of pending removal of a special condition status in a user specified number of days from the re-certification date.	BASE		148
Account Management Functionalities			149
General			150
Be able to view multiple accounts simultaneously without adversely affecting system speed.	BASE		151
Ability to scan documents such as service orders, letters, etc. and link them to a specific account.	BASE	The scope of this is limited due to the word etc. The electronic copy will have to be available to enQuesta	152
System should have restrictions on individuals who can make certain changes. System should provide flexibility to easily assign restrictions down to a user level. (Example: User1 has access only to A, B and C; User2 has access only to C; etc.)	BASE		153
Be able to see a virtual signature next to any changes made in the system so that you can see who made the change, and what date they made the entry.	BASE	Through their user ID	154
Basic customer information should be entered one time and distributed as needed throughout the account. This functionality minimizes errors from entering the same information multiple times.	BASE		155
The system should not allow duplicate account numbers to be created. Unique account numbers.	BASE		156
The system provides for the unlimited entering and maintaining of misc. comments and information on customer accounts. Comments can be prioritized.	BASE		157
The system supports adjustments to service levels and will automatically calculate and apply associated billing adjustments in both dollars and consumption.	BASE		158
The system converts adjustments from the old system to appear as 'adjustments' in the current system - adjustments should not convert to the new CIS as just a reading.	BASE		159
Allow for the capability to maintain user-defined account information for classification of accounts for reporting purposes. Numerous user-definable fields will be required, all of which should be searchable in the system.	BASE	The scope of this could be limited due to the use of the word numerous	160
The system automatically updates accounts using Premise Change files from KAW on MFT site.	FREE MOD		161
If KAW notifies LFUCG that water is turned off for an account, Water Quality Management and Landfill Charges can be suspended.	BASE		162

Provides comment fields, which is available for unlimited, free-form comments about an account. The system should be able to identify the author of a note/comment and the date/time created.	BASE		163
The system has a detailed audit trail of changes made to customer accounts.	BASE		164
Maintain multiple contact/address information (third party) related to the account. The owner, manager, management company, etc. may be contacted to provide access to the premise, verification of tenant move in/out dates, handling of returned mail, etc.	BASE	The scope of this is limited due to the word etc.	165
Establish customer mailing address specific to each account.	BASE		166
System supports forced 'move-in' and 'move out'.	BASE		167
Provide temporary mailing address functionality specific to each account.	BASE		168
Provides a definable period of time that a temporary mailing address can be set, which starts automatically and the 'start date' and ends automatically on the 'end date'. (Example: customer goes to Florida for winter and wants bills mailed there for a few months.)	BASE		169
Account Identification and Access			170
Notification and status of the customers account and any "alarm" items associated with the account. Including but not limited to: pending shutoff, active, inactive, final, disconnected, write-off, and user defined statuses	BASE		171
Viewing of the history of all transactions (billing and receivables) related to the account with drill down capabilities	BASE		172
Ability to print previous bills	BASE		173
Permanent hold on accounts is an option.	BASE		174
Identify the dwelling type (or what's being served), i.e. e.g., house, workshop/garage, trailer, pump, irrigation, pool, etc.	BASE		175
Account Transfer			176
Provide the ability to transfer service from one customer account to another based on MFT data. This should be automated using Premise Change files from KAW MFT site.	BASE		177
Provide the ability to close an account with or without a transfer of service.	BASE		178
Account Views			180
Provide on screen access to account information from a consolidated view to a detailed view.	BASE		181
Provide consolidated view of a master account. All subaccounts will be included.	BASE		182
Provide consolidated view of a customer with multiple accounts. All accounts are billed separately.	BASE		183
Provide a service view including misc fees and charges	BASE		184
Provide a meter or multiple meter view.	BASE		185
Provide ability to reproduce the exact bill as it was produced and distributed to the customer. This capability should be able to show bill information for at least the past 12 months.	BASE	for old bills we need to depend on the images available in proper format.	186
Provide for access to a minimum of the past 4 years of history, read dates, reading, and bill amounts displaying the most recent information first.	BASE		187
Provide on screen view of account consumption/usage history by service/meter for a minimum of the past 4 years	BASE		188
Provide access to total combined consumption across multiple meters and multiple registers.	BASE		189

Provide on-screen access to a minimum of the past 4 years of customer account transactions (including bills, adjustments, payments) with drill down capabilities to view allocations, etc...	BASE	The scope of this is limited due to the word etc.	190
Ability to view a customer's account drilled down by fees and aging buckets. Aging to include standard buckets: 0-30 days; 31-60 days; 61-90 days; 91-120 days and 120+. User can see, and report on, aging by fee and/or service type (ie sewer, landfill, etc.)	BASE		191
Ability to view payment transactions including up-to-the-minute postings online and via the IVR.	BASE		192
Provide view of deposit information including an estimated refund date.	BASE		193
Provide view of an accounts credit history or credit score. Also provide the ability to determine how many times an account has been late over the past 2 years.	BASE		194
Provide view of an "Account at a glance". Information would include: A/R, deposit info, adjustments, payments, credit history, etc.	BASE	The scope of this is limited due to the word etc.	195
Provide access to historical and pending service orders for a premise.	BASE		196
Show charges and fees pending and not yet billed. Ex: move in fees, deposits, etc.	BASE		197
Print a formatted statement of account for example: billing / consumption / payment history for the customer displaying the most recent information first.	BASE		198
Ability to attach documents to an account, with easy one-click access to open the attached documents in multiple formats such as Word, Excel, etc. (Example: attach a scanned copy of a customers license and let a CSR click once to open the document with the scanned license.)	BASE		199
Premise Management Functionalities			200
System can keep track of accounts by current premise number received from KAWC system.	BASE	Mandatory	201
The system provides address validation features to avoid duplication of addresses and maintain data integrity.	BASE		202
Ability to allow the users of the system to update premise information.	BASE		203
System supports querying, sorting and reporting on property attributes.	BASE		205
Must be able to attach a graphic/photo/document to the service location, customer and meter screens	BASE	Assumes the electronic file is	206
Provide a method of identifying the premise by complex ID and unit ID (apartment complex name and apartment number, sub-division name and lot number, etc.)	BASE	The scope of this is limited due to the word etc.	207
The system maintains an audit trail that will track changes and/or corrections in premise addresses.	BASE		208
System maintains history of customers attached to this premise.	BASE		209
Check or select all street names against an established master file to ensure a proper match. The street names master file must uniquely identify each physical street in our service area even though a number of streets have identical street names. Street address searches must present addresses to the operator by a unique street identifier.	BASE	Using the enQuesta Street Range Master	210
Allow for unlimited, free-form notes and/or comments related to the premise	BASE		211
Allow the user to view premise service history by service and customer.	BASE		212
Display the status of the service at the premise, i.e., service is active; inactive; pending disconnect etc.	BASE		213
Provide capability to maintain user-defined premise information.	BASE		214
Meter Management Functionalities			215
General			216

The billing system can generate a meter inventory based on the data provided by KAWC in a the new account file.	FREE MOD		217
For every meter put into service, the following data should be maintained at a minimum (and searchable): meter number, meter size, current location, current customer, prior customers, active meter, inactive meter, discarded meter	BASE		218
Have the ability to print reports containing information about all or specific meters in the system. The user will be able to select / filter this information by meter number, meter size, meter status, premise, and customer.	BASE		219
System provides an on screen view of historical consumption by service address or location - history can show prior year consumption on same screen as current.	BASE		220
Allow for more than one meter at a premise and be able to assign a different rate to each meter.	BASE		221
Rates Functionalities			222
General			223
Ability to handle all rates. (See the appendix in the RFP for rates.) Handle flat rates, rates based on usage, and rates linked to other services.	BASE	Mandatory	224
For situations where an adjustment has to be made to a customer's bill during a time period that an older rate was in effect, the system can automatically calculate the adjustment based on the old and new rates. (Example: On Nov 14, Utility finds a meter reading mistake that was made Sept 3. Rates changed on Oct 1. The billing system needs to automatically recalculate the adjustment based on the older rate when the new correct meter reading is entered.)	BASE		225
Ability to handle rates (and estimations) where highest and/or lowest reads over a certain period of time are omitted for rate calculations.	BASE	Using the enQuesta criteria being set	226
Have the ability to allow the user of the system to easily maintain and update rate information.	BASE		227
Ability to handle rates for any possible future services like portable water, reclaimed water, etc.	BASE	The scope of this is limited due to the word etc.	228
Accommodate multiple billing rate structures that would be required to the different types of services. Support both fixed and variable rates.	BASE		229
Have the ability to log changes to rates with user, time, and date of change to track the customers historical rate assignments. Rate changes can only be done by authorized system users like the billing system supervisor or administrator.	BASE		230
Make rate changes effective by date (date driven). This way, the utility can enter the new rates before they become effective and the system will automatically change to those rates on the designated date.	BASE		231
Automatically prorate over any number of rate changes in a billing period while giving the utility the ability to manually override the pro-ration.	BASE		232
Ability to pro-rate final bills by days or consumption	BASE		233
Ability to calculate and bill rate changes on a per day basis for Landfill.	BASE		234
Allow for base charges by meter size	BASE		235
Provide for rates accommodating flat charges and allow for either minimum billing and/or consumption billing	BASE		236
Have sewer rates calculate based upon water consumption	BASE		237
Allow the user to implement rate changes quickly, to include the ability to establish new rates, where programming is not necessary	BASE		238

Retain all previous, expired rates and the linking of all rates (current or previous) to the accounts receivable entries calculated using that rate entry ex: for adjustments, credit billing, reporting etc....	BASE	The scope of this is limited due to the word etc.	239
Accommodate unlimited GL accounts for all rate components.	BASE		240
Charges and Fees			241
Provide for one-time charges, e.g.: Late Charge Penalty, Return Check Fee, etc.	BASE	Mandatory	242
The system will track and bill for all "SERVICE FEES" as outlined in this RFP. These fees will be automatically applied and billed by the system, where appropriate. Drop down choices of the fees will be available in the system to minimize the possibility of user input as well.	BASE		243
Provide for recurring charges.	BASE		244
Allow for establishing of a beginning and end date for these charges and uses these dates to determine if the charge or credit should be billed.	BASE	Using Rate algorithm tool	245
Automatically assign rates based upon user defined rate determinants such as customer class, special discounts, consumption caps, etc.	BASE	The scope of this is limited due to the word etc.	251
Ability to override rates which the system may automatically assign.	BASE		252
Provide the ability to override rate determinants at individual customer/premise.	BASE		253
Reporting - Rate Information			254
System's software will be modified in a timely manner to comply with any future local, state and/or federal regulations affecting rates or regulatory reporting.	BASE	We reserve the right to discuss the scope this out during the contract negotiations due to the open nature of the request.	255
Provides a reporting method for analysis of current rate structures to provide revenue and bill frequency analysis (number of bills and consumption).	BASE	May require ad hoc reports/dashboard	256
Have the ability to allow the users of the system to print rate reports. The user will be able to print reports by specific criteria and ranges of data. The rate report will list rates by premise, rates by customer, rates by billing code/cycle, rates by Service Types, rates by usage ranges, tax exempt, etc	BASE	May require ad hoc report	257
The system will generate an exception report for all meter-reading and/or usage exceptions because they are outside the established high/low parameters.	BASE		258
Provide for general rate reporting -- for example, allow reporting of consumption used and dollars received at the rate step block per individual customer and across the utility.	BASE		259
Meter-Related Functionalities			260
Ability to bill and continually update accounts using all MFT data. (See Appendix.)	BASE	Mandatory	261
Allow for flexibility while downloading meter and usage data from MFT. The software shall allow for easy synchronization while downloading / uploading, in addition recovery from incomplete synchronizations shall be easy as simply re-downloading until a correct and proper synchronization has occurred.	BASE		262
Include the download of meter information for inactive accounts.	BASE		263
Provide for the handling and storage of up to a 10 digit read	FREE MOD	Currently enQuesta uses 9 digit reads but that can be expanded to 10 digits easily	264
Reports should show any medical conditions that would prevent us from turning the water off at this address or any will pay actions or customers paying monthly on leaks.	BASE		265

Track, store and have the ability to view onscreen, specific information about each meter read, including premise id, meter serial number, time and date of the actual read.	BASE		266
System does not allow duplicate meters numbers.	BASE		267
System retains up to 3 digits after decimal of meter reading.	BASE	enQuesta stores readings as whole numbers but also uses multipliers to convert readings to usage	268
Financial Management and Accounting Functionalities			269
General			270
Provide end of day balance info to include and automatically generate a summary of total number of checks received, total cash, total stubs, total transactions and total dollar amount received. CIS system that provides an end of day report that summarizes multiple CSR payment batches. The report should include a total of the payment batches. For Example: Daily Summary Report Grand Total of all CSR payment batches. Subtotal #1: All Walk-in batches by Cash, Checks, Credit Card Payments, etc.. Subtotal #2: All Mail-in batches by Cash, Checks, Credit Card Payments, etc.. Repeat subtotals for EFT's etc	BASE	The scope of this is limited due to the word etc.	271
Provide tools for the reconciliation of CIS revenue cycle with the General Ledger receivable cycle. The CIS will provide the tools in which to match the CIS Revenue Cycle with the appropriate period in the General Ledger.	BASE		272
The billing system establishes a different General Ledger code for each service, using fund account numbers supplied.	BASE		273
A separate General Ledger code can be created for converted open items, with a different rate for each service.	BASE		274
System enables user to run Aging Reports with aging broken down by fees (ie sewer, landfill, etc) within standard aging 'buckets' and other user-defined criteria.	BASE		275
For each customer service representative that processes payments throughout the day, the ability to balance out and reconcile their daily batches including their drawer count within the software. Currently the CSR's balance their payment batches and cash drawers manually on a daily cash drawer reconciliation sheet.	BASE		276
Quality Canned Reports Embedded - Monthly Revenue & Usage Reports: # of Gallons, \$'s, and # of Customers Billed - By Service & Type of Customer (Residential, Commercial, etc.) Top Customer Rankings (Top 20, Top 10, etc), Sales & Utility Tax Reporting - Sales Tax Exempt Customers (Sales Tax Exempt # field required), Utility Tax Reports	BASE	May require ad hoc reports/dashboard	277
For each fee, the system will show a running total of outstanding charges broken down by fees/transaction types. Examples: total running total of outstanding Interest Charge - Sewer, total running total of outstanding Penalty Charge - Sewer, etc.	BASE		278
Ability of utility to set a minimum that would prohibit a refund check from being processed if it does not meet the user-defined minimum	BASE		279
Able to generate a daily report for all payments collected during the previous day. This will help in the reconciliation & allocation for all payments received.	BASE		280
System can generate an invoice for a one-time charge.	BASE		281
Able to tie accounts together for the purpose of analyzing account activity (for example, an apartment complex that has many buildings, billed separately. We need to have their total consumption and billing info tied together.)	BASE	May require ad hoc report	282
Vendor will integrate and test all GL / AP export - and confirm it is working properly. All current GL codes will be transferred.	BASE		283

The billing system can fully integrate to the utility's current financial management system, so that billing & collection activity should post to the general ledger automatically.	BASE		284
Information flow should be easy to see from the Billing System to the GL Financial System - and the flow of information should be automated.	BASE	Assumes standard enQuesta GL Data format	285
Provide tools for the reconciliation of CIS revenue cycle with the G/L receivable cycle.	BASE	May require ad hoc report	286
Provide for an automated interface to G/L accounts payable for processing refunds.	BASE	Assumes standard file format	287
Provide the ability to download a revenue file for analysis that includes both monthly and cumulative information of the following: Account number, classification, service, meter number, taxes, usage, total billed amount, etc.	BASE	May require ad hoc report	288
Accommodate financial monthly (user defined time-frame) write-off for receivables	BASE		289
Provide for easy transition with end of year processes	BASE		290
Provide for file transfer capability of delinquency and charge offs	BASE		291
Deposits			292
The system has the ability to track deposits for each type of account	BASE		293
Receive a deposit for a single customer and across multiple accounts. A customer can apply a single deposit to cover multiple premises.	BASE		294
Transfer existing deposit(s) to a new account. At the point of termination, a customer has the option to have their deposit transferred to their new billing account or, if final bill ability to send a refund of deposit	BASE		295
Provide the capability of billing deposits in a single amount on the first bill.	BASE		296
Have a deposit check writer in the system.	BASE		297
Identify outstanding deposits which have been assessed and billed but not yet collected.	BASE		298
Receivables			299
Provide for viewing and reporting of the accounts receivable transactions by type by customer, account, service, etc	BASE	The scope of this is limited due to the word etc.	300
Provide a variety of user selected criteria for filtering of aging/financial reports	BASE		301
Deposit Refunds			302
Provide for reports of deposit refunds to active customers based upon: credit history and length of time the deposit has been on file.	BASE	May require ad hoc report	303
Automatically apply or refund a customer deposit when the account is terminated. Have the ability to have the deposit applied to the current charges prior to printing a bill AND have the ability/option to transfer this refund out as a payable file (ie print checks for the refund as an option).	BASE		304
Provide an audit trail of all deposits and application of the deposit.	BASE		305
Allow for the onscreen view or report of all deposits applied and refunded.	BASE		306
Credit Refunds			307
Validate the amount of the refund given to each customer against a predetermined parameter. System will check for any "large" refund payments.	BASE		308
Review the bad debt and charge-off ledger prior to rendering a refund check amount to the customer. Ability to specify search parameter to identify bad debt customer.	BASE		309
Track and provide adequate control over refund checks. System maintains checks and balances when printing refund checks.	BASE		310
Cash Receipts Functionalities			311
General			312

Provide an end of day report that summarizes multiple CSR batches, thus creating a report that reconciles all batch transactions and the daily bank deposit. The summary information should include (1) Summary by payment method. Such as: Walk-in, Night Deposit, Collections, Mail-in, Internet, or Bank Transfer. (2) Summary by payment type. Including the \$ amount and # of each payment type. Such as: Check, Cash, Credit Card or Electronic Fund Transfer.	BASE		313
Customer ID can be scanned off a bill and the customer's information will automatically appear on the screen.	BASE		314
Multi-field search capability. Example: we would like to be able to search a specific time frame to find a certain payment made (ex. Find all \$750 checks deposited between May 12th and September 4th)	BASE		315
Ability for cashier clerk to log in and out of the system multiple times throughout at day without closing the cash drawer	BASE		316
Credit card grouping. Be able to see how many \$'s were paid by different Credit cards (Visa/American Express/Discover/...) daily and monthly.	BASE	May require ad hoc report	317
Accept and track any form of standard payment. This is to include but not limited to cash, checks, electronic commerce (bank drafts, EFT, etc.), credit cards, money orders, lock boxes, internet. etc. Payment types to be shown in balance history.	BASE		318
The system will be populated with LFUCG's current data on all customers using electronic fund transfer (EFT) so that LFUCG can continue to have payments automatically withdrawn from EFT customers using electronic banking to automatically pay LFUCG.	BASE		319
The system enables customers to sign up for automatic electronic fund transfer (EFT) online, easily and conveniently.	BASE		320
Vendor will set up LFUCG as a payee for customers wanting to use their bank's online bill pay service, including but not limited to setting up LFUCG as a payee for local banks like Chase, Fifth Third Bank etc.	BASE	The scope of this is limited due to the open ended requirement. Assumes using our payment processing partner	321
When a partial payment is received, the system uses the LFUCG prorated distribution system; the oldest charges are paid first.	BASE	Based on how the configuration is set up	322
Have payment distribution rules to consider age of receivables and penalties.	BASE		323
Enter / apply payments to customer accounts manually (one customer at a time) or automatically in a batch (i.e. lockbox type payments).	BASE		324
Ability to distribute a single payment to a multitude of accounts at a multitude of premises belonging to a customer.	BASE		325
Can view payment distributions onscreen along with the ability to reverse a previous payment distribution and re-apply the payment differently to a single payment or batch. This is to include a complete audit trail of all payment distributions and changes.	BASE		326
Handle payments in batch mode while payments reflect 'pending' online on account immediately upon entry.	BASE		327
Post payments and/or adjustments to accounts which have been written off	BASE		328
Provide the generation of a payment receipt automatically after payment is received. (Walk-up window) Also have the ability to reprint a receipt.	BASE		329

For when a customer pays in the office, the system will produce a receipt that has the following information at a minimum: Utility Name, Date and Time of Payment, Customer/Account Number, Receipt Number, Customer Name, Service Address, Total Due (total amount owed by the customer prior to the bill being paid), Amount Paid, Type of Payment (ie check, credit card, cash, etc.), Check Number (if paid by check), Balance Due (balance due on the account after the payment is made), Change Due	BASE		330
Pre canned reports such as End of Day Receipts	BASE		331
Late penalties			332
Ability to apply late penalties based on LFUCG Ordinances.	BASE	Mandatory	333
Ability to adjust off a late penalty charge.	BASE		334
Automatic Payments			335
Ability to sign up a customer for automatic payments (ie from checking, savings, etc) and system automatically updates accounts receivable to reflect automatic payments.	BASE		336
Internet Options			337
Accept payments (credit cards, checks, debit cards, or other online payment / tender methods) via an internet based web page on the utility's web site and charge the customer a fee for the transaction.	BASE		338
When a customer pays online, have the system immediately update the balance on the system (with no delay)	BASE		339
Collections Functionalities			340
General			341
The system accommodates LFUCG's delinquency-processing rules, specifically: LFUCG applies both penalty and interest fees; the penalty fee is applied on Day 25 after the billing date; LFUCG applies interest on the following bill when there are at least 25 days between the current bill date and the previous one; a percentage is used to calculate both the penalty and interest fees; an ongoing charge, the interest fee is charged on the last business day of the month; and penalty & interest fees are tracked in appropriate funds.	BASE	Mandatory	342
Ability to see history on any new account set up in relation to the past. (If a customer had a bad debt write off a few years ago, and he is applying for new service, we'd like to be able to see the old activity)	BASE		343
Produce a detailed listing of each account's transaction history.	BASE		344
Delinquency history of the customer is shown.	BASE		345
Ability to reduce collection amount or stop collection efforts on any specific account.	BASE		346
Allow the user to flag selected accounts as exempt from receiving past due notices (bankruptcies, etc.) and/or exempt from collection.	BASE		347
Produce an accounts receivable aging and arrears analysis report by accounts receivable money category for active accounts and closed accounts. Aging categories (current entries, 1-30 days, 31-60 days, etc.) are to be defined by parameters based on users preference.	BASE		348
Track collection activity for active accounts and closed accounts including Bad Debt accounts. This is to include phone call records, letters sent, agreements made, etc. Onscreen view or report of contacts/notices made to accounts in the collection process. System will provide a mechanism to input collection contacts/notices and/or notes into the CIS.	BASE		349
COLLECTION PROCESS			350
Late Payment Penalty			351

Provide the flexibility for the late payment penalty to be applied based on a percentage of the balance due.	BASE	Mandatory	352
Ability to, upon receipt of a partial late payment, automatically indicate the payment amount on the delinquency notice and reduce the balance due.	BASE		353
Notification and Disconnect for Non-Payment			354
Support an automated notice and collection activity for all customers based upon specific processing date schedules by customer class. Automated late notice by letter and/or phone call.	BASE		355
Automatically produce past due notices based on parameter-controlled business rules.	BASE		356
Ability to combine the printing of past due notices and the printing of the customer's bill (the past due notice is on the bill) when parameter-controlled business rules apply. System must also have the ability to print past due notices independently of the bill	BASE		357
Provide the ability to generate past-due notices with a varying degree of severity based upon customer credit history. System allows notices to be tailored to customers with better or worse credit history where a sequence of delinquent and non-pay disconnect notices can be identified. The system will support any number of notices with variable contents and format.	BASE		358
Provide the ability to generate notices for delinquent payment arrangements; System will automatically generate the notice the evening (or morning) after the payment arrangement defaults.	BASE		359
Provide the ability to generate blaster call for delinquent payment arrangements; System will automatically generate the blaster the next day (or a user defined # of days) after the payment is not received.	BASE		360
Disconnect processing will include automatic generation of MFT disconnect service orders.	FREE MOD		361
System can automate bill messages for customers regarding their payment arrangement details.	BASE		362
Have MFT disconnect orders automatically removed if payment is received and approved.	BASE		363
If a disconnect order is automatically removed by the system due to payment, have the system update the appropriate fields and systems automatically and immediately.	BASE		364
Ability to track and report number of service orders not worked over "x" days (where user defines x by service order type)	BASE	Through a work queue	365
Allow for preventing turn-off of service (by service) due to delinquency for various reasons including Payment Arrangements (automatic), Bankruptcy Proceedings, Life Support (automatic), High Bill Investigation/Bill Disputes, Re-Read Order Pending, Payment Extensions, Other User Defined Circumstances	BASE		366
Allows for circumvention of the final disconnect notices and non-pay disconnect orders either individually, in groups, or by area.	BASE	May require ad hoc report and some steps in this process may be manual	367
Allow for identification and reporting of non-pay disconnect customers for subsequent follow-up placed in the work queue	BASE		368
Notice calls will be made to customers except for those identified as special handling (like those keyed as pre-petition bankrupt).	BASE		369
Notices can be directed not only to the current paying customer but also to a third party.	BASE		370
Provide for the printing/reporting of disconnect orders by customer and status	BASE		371

Real-time onscreen identification or reporting (in the billing system) of accounts which are scheduled for disconnect or that have been disconnected for non-pay.	BASE	Using work queue	372
NSF/Returned Checks			373
Ability to debit returned checks back to the customer's account and create appropriate returned check charge.	BASE		374
Automatically place customers with returned checks into the delinquency process if the charge is past due.	BASE		375
Adjust the appropriate associated G/L accounts accordingly without any manual intervention.	BASE		376
Automatically apply a returned check fee upon entry of the reversal of the payment.	BASE		377
Ability to waive the returned check fee pending approval. System will provide the ability to override the fee without an adjustment to the account.	BASE	Using a workflow	378
Ability to adjust off a NSF fee.	BASE		379
Produce automated past due notices on returned checks.	BASE		380
Accommodate billing system rules that allow a customer two returned checks and/or AutoPay payments within a one-year period, following which Pay by Check is restricted for one year. At the end of the year, these accounts are identified on a report.	BASE		381
ACCOUNT			382
Outstanding Account Balance			383
For customers with multiple accounts, ability to report on their combined total past due amount for all of their accounts.	BASE	May require ad hoc report and some steps in this process may be manual	384
Provide a summary or report of all amounts owed by an entity having multiple service locations, both active, closed and pending.	BASE		385
Transfer Account Balance			386
Have new service requests automatically cross referenced against all types of accounts including active, inactive, disconnected, transferred, write off, etc.. with outstanding balances.	BASE	The user can search on accounts with balances/write off	387
Provide the ability to automatically transfer delinquent balances between a customer's accounts.	BASE		388
In the event of an error, allow for transfer of charges from customer whose account was terminated after the requested date to the customer (including apartment complexes) who actually used the service.	BASE	Some of the steps could be manual	389
The system allows the transfer of Accounts Receivable from an inactive account to another active account, including detailed notes.	BASE		390
Freezing an Account			391
Allow for accounts to be "frozen" so that no action is taken during any delinquent review process.	BASE	Using account alerts	392
Payment Arrangements			393
Establish and maintain customer payment arrangements based upon an installment arrangement. Total balance owing can be divided into multiple user-defined installments.	BASE	Mandatory	394
Vendor will convert all customers currently on payment arrangements so they can continue on the same arrangement, where applicable.	BASE		395
Automate the setup of payment arrangements based on LFUCG payment arrangement policies. The system will automatically calculate payment amounts, dates due, etc based on initial basic user input.	BASE	The scope of this is limited due to the open ended requirement.	396

Ability to assign a different automatic payment allocation process to Payment Arrangements. (Example: for a disconnect fee of \$70, apply that to sewer; and make the payment allocation for the payment arrangement go to sewer first even though the system's payment allocation process allocates payments evenly among sewer, landfill and water quality management fees.)	BASE	Assumes manual override	397
Allow LFUCG to create bill extension agreements allowing for special payment arrangements on delinquent accounts and tracking of the progress.	BASE		398
Track the number of payment arrangements granted to an account in a running twelve month period.	BASE		399
Track the number of payment arrangements not met. For each arrangement that is made, provide the ability to track default.	BASE		400
System shows the initial payment schedules and amounts.	BASE		401
Print the arrangement agreement as it is established with the customer.	BASE		402
Allow LFUCG to adjust the arrangement amount and due date for each payment.	BASE		403
Have arrangement dates user defined.	BASE		404
Automatically generate installment payment letters. System will provide the ability to automatically send "reminder" notices to customers with payment installments.	BASE		405
Allow the payment arrangements to preclude account from entering write-off processing. Arrangements are made to assist a customer in preventing delinquency or disconnect notices.	BASE		406
Ability to charge interest and/or compound interest on a payment plan.	BASE	Simple Interest only. Compound interest will be a MOD at COST	407
Payment plan amounts must show on bill as a separate line item.	BASE		408
Payment Plan amount due should be reflected on screen and shown in transaction details.	BASE		409
Payment Plan should be set up as a balance separate from total balance. The pay plan charges a portion of the pay plan agreement to the account each cycle and that balance is due with the regular service charges.	BASE		410
Provide on-screen view and report of payment arrangements made with a customer for an account. Report can be segmented by class, status of arrangement, or amount.	BASE	May require ad hoc report	411
Provide outbound mailing to notify or warn the customer of pending collection activity	BASE		412
Ability to generate and attach a Promissory Note to a payment plan, when and if required.	BASE		413
Ability to set up a Payment Arrangement by service type. Example: set up a Payment Arrangement for only past due sewer amount.	BASE		414
Billing system automates outbound call process of notifying and/or warning the customer of pending default of payment plan and/or payment plan default.	BASE		415
Inactive Account Collections			416
Facilitate the identification of inactive accounts with outstanding balances and bad debts by previous credit and collection actions taken on the account	BASE		417
LFUCG can transfer balance owing to the new customer account	BASE		418
When an account is designated as inactive, the system can automatically search for an appropriate active account to which the charges can be transferred. And the system automatically does this.	BASE	Based on the same customer number	419
Track and resend returned collection letters	BASE		420
Refer the account to collection agency.	BASE		421

Record bankruptcy and have system take appropriate actions on bankrupt accounts	BASE		422
Have relevant GL data on bankrupt accounts appropriately and automatically flow to the financial system.	BASE		423
Collection Agency			424
Produce an export file for collection agency	BASE	Mandatory	425
Track collection agency activities, collections and fees by account	BASE		426
System can create a report showing all accounts referred to the collection agency and indicate each account's current status with the agency	BASE		427
System accepts a flat import file from a collection agency and automatically updates account data accordingly	FREE MOD		428
Once the system accepts the import file from a collection agency and updates accounts, it also accounts for (and can report on) the fee(s) paid to the collection agency for recovering the funds by account.	FREE MOD		429
Bad Debts/Write Offs			430
Provide for automatic write-off of accounts based upon user defined parameter by service. Allow for override of this automated process (secured by user).	BASE		431
Produce reports to report credit information to credit bureaus on active and closed accounts.	BASE	May require ad hoc report	432
Move accounts out of the main stream to an Inactive/Bad Debt status based on business rules and/or parameters. Must retain the ability to recognize the Inactive/Bad Debt status on a later application for service by the same customer. Must also have the ability to bring them back from an Inactive/Bad Debt status.	BASE		433
Provide for manual write-off capability. User has the option to select specific charges that are past due and perform write-off. This would include active accounts.	BASE		434
Provide a mechanism for easily tracking, identifying and reporting on inactive accounts with outstanding balances due.	BASE		435
Recall accounts assigned to a collection agency. Once an account has been turned over to an agency, the Utility can manually override an individual account or a mass of accounts.	BASE		436
Provide an on-screen view or report of the write-off processing affected accounts, include review of the write-off customer information	BASE		437
Can view onscreen and create a report of customers who have made payments and are currently being collected through an outside agency.	BASE	Either by a work queue or ad hoc reporting	438
On-screen view or report of contacts/notices made to accounts in the collection process. System will provide a mechanism to input collection contacts into the CIS.	BASE	Using work queue or canned report	439
Periodic open account balance report detailed or summarized based upon user defined criteria	BASE	May require ad hoc report	440
Produce upon request a delinquency listing of all accounts with unpaid amounts greater than x days old since date the bill was mailed based upon user defined criteria	BASE	May require a work queue	441
The billing system creates a report of all LFUCG customers whose accounts are delinquent and qualify for service denial and/or shut off as per delinquency rules.	BASE		442
Automatically generate multiple notification collection letters on final billed accounts with user-defined minimum balances after "x" number of days after inactivation. (Where user defines 'x')	BASE		443

Process a bad debt report at specified intervals to indicate the starting balance and number of accounts (total receivables), the addition of accounts referred (dollar and number), additions and reductions due to adjustments, the number of payments received and the dollar total of those payments, the totals for the end of the report period (total receivables)	BASE	May require ad hoc report	444
Provide a means for automatically archiving and purging bad debt history information.	FREE MOD	We don't suggest deleting bad debt history since the system automatically reverses them when a payment is received.	445
Provide for the transfer of records from the accounts receivable when collection activity has been completed. Appropriate G/L interface transactions will occur automatically.	BASE		446
Bankruptcy			447
Identify and maintain bankruptcy information on the customer account.	BASE		448
System can tag customer as 'bankrupt'	BASE		449
System identifies different types of bankruptcy, and has different processes appropriate for different types of bankruptcy.	BASE		450
System can tag customer as 'pre-petition bankrupt'	BASE		451
When the utility is informed that the bankruptcy is discharged, the system can remove the amount that was owed at the time they filed bankruptcy.	BASE	Using a workflow	452
System can generate a report of the amount owed by customers who have filed for bankruptcy.	BASE	May require ad hoc report	453
Indicate on the new account that the customer has filed for bankruptcy on an old account.	BASE	Using account alerts	454
CREDIT			455
Credit Bureau Interface			459
Process payments received by credit bureaus/collection agencies	BASE		461
Credit Scoring			462
Provide a flexible credit scoring capability; the user can vary weights associated with various user defined credit offenses. Collection points for credit scoring purposes are applicable to all types of accounts.	BASE		463
Have the credit score take into consideration the number of years connected and the past credit events, applying a weighted value to the customer's most recent history. (date driven)	BASE		464
Manually adjust or override a customer's credit score. (Security will be configurable)	BASE		465
Transfer the credit score from the old account to the new account.	BASE	The credit score is by customer so stays with the new account	466
Maintain a credit history for each customer, which must include all accounts for that customer.	BASE		467
Cash Only Account			468
Allow for the automatic identification and pop up alert of a 'cash only' account based on a specific credit rating or a user defined criteria.	BASE		469
Where a 'cash only' customer is flagged, the system can 'lock' the account until the CSR acknowledges that he/she understands this customer is cash only.	BASE	Using account alerts	470
System can lock 'cash only' customers out of non-cash payment channels. (Example: lock a cash only customer out of online payment by credit card.)	BASE		471

MISC			472
Allow for inactive accounts with usage to revert to landlord /owner for the account. (Currently for landfill only accounts.)	FREE MOD		473
Billing and Account Receivables Functionalities			474
Ability to bill all rates, and handle all rules associated with those rates - as shown in the RFP, and on all documentation (including but not limited to rates and Ordinances) shown on LFUCG's website.	BASE	Mandatory	475
Ability to pro-rate fees automatically when necessary.	BASE		476
Ability to set a parameter where a customer must have a minimum of 'x' gallons of usage for the system to send a minimum bill. (Where the utility defines 'x' and can change that 'x' at any time.)	BASE		477
The system can download information shown on the screen into Microsoft Excel and other programs instead of to text first then excel.	BASE	From the enQuesta Inquiry portal or reporting	478
Billing capabilities should include all billing required including but not limited to: flat rates; installment charges for past due balances; interest; penalties; service orders; misc charges; disconnect/reconnect fees; tap fees; new account and setup charges; charges related to past due balances; estimated bills; meter/consumption-based bills; seasonal rates; time based rates; average consumption with reconciliation billing periods for actual consumption; etc.	BASE	The scope of this is limited due to use of the word etc	479
The system generates bills monthly, using requested due date parameters.	BASE		480
The system alerts LFUCG if any account is suspected to be 'missing' based on prior activity. (Example: an account is missing in the KAW data which normally had been billing, and just had a meter swap out.)	FREE MOD		481
Ability to backbill a customer over a period of time, including periods during which rates had changed.	BASE		482
Ability to review bills before they are printed or updated to the database.	BASE		483
Ability to adjust a bill. Once the adjustment is made, the bill prints again correctly and a history of this change is maintained in the system.	BASE		484
Able to print bar-code account numbers for payment scanning.	BASE		485
Ability to provide an electronic bill via email. This 'ebill' option let's the customer click a link in the email to pay.	BASE		486
If customer opts for ebill option, allow customer to have choices to: (a) still get a paper bill and ebill; (b)stop getting a paper bill and just get an ebill (which the system generates and emails).	BASE		487
The vendor will set up all current 'ebill' customers in the new system so these customers remain ebill customers.	BASE		488
Ability to bill in cycles.	BASE		489
Ability to make adjustment and corrections before bills are processed.	BASE		490
As needed, the system has the ability to provide fractional billing for the Fall/Winter Average value.	BASE		491
Ability to select criteria from manual estimating.	BASE		492
General Billing			493
Customer accounts are assigned a date driven primary billing cycle; all accounts within a cycle will bill on a scheduled day of the month. The billing schedule is easily changed with the ability to combine multiple cycles or to delay billing of a cycle.	BASE		494

The billing schedule is easily changed with the ability to separate multiple cycles and the ability to change the numbers of days the utility bills.	BASE		495
Ability to easily change the number of days customers have to pay their bill, without technical support.	BASE		496
Able to manually bill selected accounts at any time.	BASE		497
Provide for billing of an account based upon a specified date. Account will be billed the same date each period, regardless of billing / meter read date	BASE		498
Provide for billing of flat rate (unmetered) services	BASE		499
Provide for the billing of miscellaneous items either in one payment or over a definable number of bills.	BASE		500
Accommodate billing for customers of various rate classes, usage volumes, rate schedules, meter sizes, etc. Ex: Residential Single Dwelling vs Residential Multiple Dwelling.	BASE		501
Combine usage for multiple metered and non-metered service points into a single consolidated account bill. System can combine an unlimited number of user-chosen meters on a single bill.	BASE		502
Bill as a separate line item various fees, charges, taxes, and surcharges. For example: Service order fees - meter tampering, NSF fees, etc...	BASE	The scope of this is limited due to use of the word etc	503
Different fees can have different line items on the bill related to each fee.	BASE		504
Able to easily customize and edit, without IT intervention, what various line items will say on the bill.	BASE	Using the enQuesta Document Designer	505
The system will identify the accounts for which Pay by Check is restricted so that there is a No-Check indicator embedded in the scan line and printed on the invoice for these customers. System will identify these accounts for Lockbox processor who will return these payments to LFUCG.	BASE		506
The system bills a sump-pump fee to designated accounts, as identified by LFUCG, per the provisions of Rate 2600	BASE		507
The billing system bills miscellaneous charges to specific accounts, as entered by LFUCG staff.	BASE		508
The system has the functionality to provide duplicate bills	BASE		509
For LFUCG accounts eligible for the payment assistance program, the system can bill these accounts at 100% of the regular rate and then applies a 30% discount.	BASE		510
The system links any discount or payment assistance to the customer and not to the premise. (A qualified recipient who moves must reapply to LFUCG's Division for Adult Services for a discount or payment assistance at a new premises.)	BASE		511
If a due bill due date hits a weekend or a holiday, the system is able to automatically set the due date as the next business day.	BASE		512
If a new customer is created but has already occupied the premise for a period of time prior to creating the new account, the system can backdate the service date for billing purposes.	BASE		513
A blaster call can be automatically made from the system via the proposed IVR a set number days after the due date.	BASE	May require a custom process	514
The system can 'hold' blaster calls from going out until the next business day (skipping holidays and weekends, if the utility desires)	BASE	Depends on the configuration	515
Sewer Exclusion Credits and Extra Strength Charges and corresponding taxes appear as separate line items on relevant account bills	BASE		516

Late penalties			517
Supports automatic calculating and billing of late payment charges (penalties) including the ability to identify to the system which customers and/or services are subject to late charges based on partial payments, payment arrangements, etc... Business rules and/or parameters will define how those late charges are to be calculated.	BASE		518
The system enables the utility to set a 'grace period' from the due date before applying penalties and/or interest.	BASE		519
System gives user the option to choose whether taxes should or should not be considered as part of a late charge calculation.	BASE		520
First/Final Bills			521
Allow the user to re-bill a customer after final bill has been rendered.	BASE		522
Estimating			523
System can automatically bill estimations provided by KAW.	BASE		524
Capability of excluding customers from estimation	BASE		525
One-Time or Miscellaneous Bill			526
Able to produce a one-time miscellaneous bill to a current customer. One-time bill is produced in addition to a normal cycle bill.	BASE		527
Bill for waste water, refuse/trash, dumpster, special pickups, sewer only	BASE		528
Adjustments			529
Support an unlimited number of user defined adjustment types, e.g. refunds, final bill, leaks, etc.	BASE		530
System can automatically calculate and apply a leak adjustment.	BASE	Assumes algorithm supported by enQuesta	531
System can adjust and apply a pool adjustment as needed	BASE	Some of the steps could be manual	532
System can automatically calculate an over-read adjustment by entering the corrected new reading.	BASE		533
Cancel/rebill process may be applied to an entire bill, line item, or to a specific service (in other words only those services selected by the user) and then rebill the selected service(s) only. The rebill includes all other unchanged items that were on the original bill and in the same format as the original bill.	BASE		534
Cancel and re-bill to the same or a different customer. Re-bill may be based on the same or corrected readings using rates in effect at the time of the original billing. Corrected readings must automatically trigger correction of the usage history as well as the re-calculated billing amount. Correction of billing for a prior period must trigger re-billing for subsequent billing periods subject to user approval and acknowledgement for each period.	BASE	Assumes meter swap between two premises	535
Generate appropriate G/L entries when the cancel/rebill process is performed.	BASE		536
Adjust write-off accounts	BASE		537
System allows entry of a sewer credit for qualified builders for 12 consecutive months only, following account connect date.	BASE		538
The system provides for users to enter sewer credits into the billing system, based on the Fall/Winter Average.	BASE		539
The billing system only allows designated users to enter adjustments.	BASE		540
Ability to see pending adjustments before application to customer accounts.	BASE		541

When KAWC sends a billed Sewer consumption adjustment, the billing system calculates the monetary adjustments. Such adjustments appear as separate line items on relevant account bills.	BASE		542
Bill Messaging			543
Global custom messages. All bills produced can have messages that are easily entered by LFUCG.	BASE	Mandatory	544
Custom messages by individual customer.	BASE		545
Custom messages by service or other user defined group (like customer class, payment plan customers, ebill customers, EFT customers, service type, account status, etc.)	BASE	The scope of this is limited due to the open ended requirement.	546
Customer messages by cycle or route.	BASE		547
Customer message by geographic area.	BASE		548
Message about sign-up for Autopayment program using the bill with a signature blank.	BASE		549
Bill Formatting			550
Provide the flexibility in combining line item charges or separating item charges for bill printing.	BASE		551
Make sure bill is printed with an identifier of the type of bill including if it is corrected, initial, closing, regular, delinquent, estimated, bank draft, or any other identifier the utility desires.	BASE		552
Show the total amount due plus amount of penalty and interest if not paid by due date. The penalty and interest amounts can be viewed as separate line items.	BASE		553
Provide a graph or table showing consumption/usage for current and prior 12 months for each service.	BASE		554
Generate an on screen preview of created bills at any time (even after posted to account)	BASE		555
Provide 12 month averages on the bill.	BASE		556
Unbundle rate components (base charge, consumption, etc.).	BASE	The scope of this is limited due to the open ended requirement.	557
Separate line item for payment arrangements.	BASE		558
Provide bar coding of postal information	BASE		559
Bill Printing			560
For the design, print, and mailing of all bills, notices, correspondence, and inserts, the billing system generates extract data files as well as the print file layout and any corresponding technical specification documents. These are sent to Blue Grass Mailing, or any bill print vendor LFUCG chooses.	BASE	Mandatory	561
The specifications include scan line, bill / letter paper weight, and envelope specifications.	BASE		562
The system provides all files and specifications essential for Electronic Billing (eBill).	BASE		563
The billing vendor will work with LFUCG's bill print vendor on day-to-day billing operations as needed, at no extra charge to LFUCG.	BASE	The scope of this is limited due to the open ended requirement.	564
The system provides multiple capabilities for sorting bills. (e.g. Zip code, cycle, customer number)	BASE		565
The system provide sorted output in accordance with U.S. Postal Service standards. For example: sort bills based on zip plus four plus two.	BASE		566

Ability to input a range of bills to be produced. For example, the entire bill run does not need to be printed all at one time.	BASE	Some of the steps could be manual	567
The system displays the number of bills to be printed. (By bill type)	FREE MOD		568
The system displays the number of bills remaining to be printed	NO		569
The system displays the number of total bills printed.	BASE		570
Allow restarting of a bill run from any point within the bill run	BASE		571
Allow a bill run to be paused and restarted.	BASE		572
Be capable of creating a text only version of any bill for email attachment purposes.	FREE MOD		573
Bills must be able to be printed in specified format. This includes the ability to add customized messages to the bills printed. This message can change based on customer aging status.	BASE		574
Ability to re-print the current bill after adjustments have been made.	BASE		575
Generate customer bills to a digital media such as tape or disk (for storage)	BASE		576
Ability to provide output file for bill print outsource company	BASE		577
Billing cross-checks are available to ensure that all reads were input, all charges calculated correctly, and all bills printed for the scheduled cycles and off-cycle account.	BASE		578
System has the capability of producing preliminary billing register listing all accounts to be billed including line item detail and total amount billed.	BASE		579
System enables user to choose whether to round billing calculations up to 2 decimals, or truncate after the second decimal. (Examples: if a bill calculation results in \$14.24634, the system can let the utility decide if the resulting calculation is \$14.24 (truncated) or \$14.25 (rounded).)	BASE	enQesta uses its own rounding logic	580
The Solution Provides the Following Payment Channels			581
IVR	BASE	Mandatory	582
ACH	BASE	Mandatory	583
Lockbox and retail payment locations	BASE	Mandatory	584
Credit and debit card third party vendors	BASE	Mandatory	585
Online web payment portal (for credit card, debit card and echeck payments)	BASE	Mandatory	586
Other			587
Customers can sign up online for recurring payments.	BASE		588
Product processes all payments in real time, and the system reflects those payments in real time.	BASE		589
Ability to exclude accounts from going into the collection process if the accounts are in a user-defined customer class (like 'bankruptcy').	BASE	The scope of this is limited due to the open ended requirement.	590
System enables utility to define, set up, and edit (as needed) security access parameters. (Related to who gets access to what in the billing system, whether it be individuals, predefined groups, etc.)	BASE	The scope of this is limited due to the open ended requirement.	591
Service Orders Functionalities			592
General			593
Able to generate a service order for turn on and turn off in the system	BASE	Mandatory	594
System can automatically create a weekly 'shut off list' based on criteria assigned by the utility. (Example: customers past due greater than 60 days and greater than \$50 past due sewer, sorted by 'past due 60 days' amount from highest to lowest)	BASE	Mandatory	595
System can automatically create disconnect service orders of the top x number of accounts that meet LFUCG-assigned criteria.	BASE		596

When a disconnect order is created, the billing system can submit a disconnect file automatically on the MFT site. (See attachments for file layout. Disconnect/reconnect files on the MFT site are currently submitted manually. LFUCG does not require the selected vendor to automate this process, but any automation or semi-automation of this manual process will be preferred.)	BASE		597
When a disconnect order is created in the system, the system can automatically apply a 'disconnect fee' of \$x to the account (if needed).	BASE		598
When a customer pays in full after being turned off for nonpayment, the system can automatically generate a Turn On Service Order and can automatically include a 'Re Establish Service Fee' to be added to the account immediately.	BASE		599
When a customer pays in full after being turned off for nonpayment, the system can automatically submit a reconnect file on the MFT site. (See attachments for file layout. Disconnect/reconnect files on the MFT site are currently submitted manually. LFUCG does not require the selected vendor to automate this process, but any automation or semi-automation of this manual process will be preferred.)	BASE		600
Service order statuses are tracked in real time, with a minimum of the following statuses: scheduled, pending, complete, deleted, etc.	BASE	If the utility does not use enQuestallnk then the completion or any status change out of enQuesta will deoend on the user entering that information into enQuesta for paper orders	601
Have date fields in customer update upon completion of service orders	BASE		602
Have the ability to generate a service order electronically and by paper	BASE		603
Ability to allow the users of the system to maintain (add/change/delete) services orders	BASE		604
Customer contact information such as phone number prints on service orders. Such customer information will automatically populate from billing system onto the service/service order from customers general info screen instead of manually entering it.	BASE		605
Any authorized viewer is able to see the status of a service/service order (would cut back on calls & also see exactly when and what was done)	BASE		606
When making a large # of service orders, make the s/o generate from the report without having to go into each account	BASE		607
Ability to sort and view on screen, print service orders, or browse pending, scheduled and complete orders on any field within service order	BASE		608
System can automatically assign a unique non-significant Service Order Number at original order creation time.	BASE		609
Provide ability to maintain an audit trail for the entry and maintenance of all service orders. This is to include a user ID, date and time stamp. Audit trail also must include changes to the date wanted or order status.	BASE		610
Provide ability for automatic letter generation as the result of processing a service order. This will include a parameter-defined letter for particular service order type.	BASE		611
Allow for unlimited user defined service order status	BASE		612
Allow for unlimited user defined service order types	BASE		613
The system automatically verifies the customer and the premise exists within the system prior to allowing the order to post to the pending file.	BASE		615

The system automatically verifies the pending service order file prior to initiating an order. The system will not let two of the exact same service order types be placed for the same premise for the same customer.	BASE		616
Ability to easily reverse a turn-on/turn-off/transfer made in error.	BASE		617
Upon creation of a service order, the system can automatically lock out the customer from making payments via IVR and online, and make the customer ineligible for online AutoDebit registration until adequate payment is received.	BASE		618
The system can automatically track the MFT site for customers who have been successfully shut off, and automatically trigger a service order action to add a \$70 fee to customer accounts.	MOD AT COST	Since custom coding will be required the cost of this is not included in the proposal and will require more information on the interface and dat requirements	619
Once a service order is initiated, system has ability to place it automatically into a schedule queue for scheduling	BASE		620
Pending Order Modification			621
Provide for on-screen access, viewing and modification of a pending order.	BASE		622
Provide for the cancellation of the pending disconnect order that will automatically cancel the transfer connect, the landlord connect or other associated orders, with override capabilities.	BASE	Some of the steps could be manual	623
Provide for incomplete orders to be carried over to the next day.	BASE		624
Automatically have disconnect orders cancelled if payments and/or payment arrangements are made.	BASE		625
When disconnect orders are cancelled if payments and/or payment arrangements are made, the system is updated immediately.	BASE		626
Allow for input of the actual date service order is worked/completed including weekend and holidays.	BASE		627
Upon completion of the order, the system will change the status of the pending order and identify it as a completed historical order (on-line)	BASE		628
Service Charges			629
Ability to initiate service charges as the result of processing a service order. This will include a parameter-defined standard charge with operator override capabilities.	BASE		630
Posting of completed service orders automatically triggers posting of the applicable service charges with the ability to trace the charges back to the service order.	BASE		631
Order History			632
System provides for on-line historical review of completed orders for the customer account or service address (newest to oldest).	BASE		633
Service Order Reports			634
Ability to print reports that allow the user to view listings of the services that are in the system. The report is available by specific criteria / ranges of data	BASE	May require ad hoc report	635
Ability to print reports that will show the status of Service Orders using utility-assigned status codes. This should include current and future status code the utility wants, such as: unassigned, assigned, in progress, completed service requests / service orders, etc.	BASE		636
Maintain historical information on all service orders and be able to produce reports from the service history	BASE		637
Interfaces Functionalities			638

Interfaces			639
LFUCG financial systems. LFUCG uses PeopleSoft version 8.9 for our Enterprise Resources Program. Currently, LFUCG uploads a weekly interface file (CSV format, from CustomerSuite) into PeopleSoft which creates the journals in order to update the appropriate general ledger accounts. We also use a remittance machine to update all payments made to/from our legacy dumpster billings files. A file is produced as payments are run on remittance machine which then updates the legacy system payment history and this file is then interfaced into PeopleSoft General Ledger in the same format as mentioned above. All revenue and expenditures are recording in the general ledger on a totals level; all customer balance and customer information is currently maintained within CustomerSuite and the legacy dumpster billing programs. The new billing system will maintain all customer balance and customer information for all LFUCG fees discussed in this RFP, and all such data will similarly upload to and interface with PeopleSoft.	FREE MOD	Mandatory	640
American Water's MFT site (for billing and shutoff/reconnect processes)	FREE MOD		641
Bill print/mail vendors and banking institutions as described in the RFP	FREE MOD		642
Changes for WQMF accounts will be made in the new billing system using a comma delimited file extracted from and integrated to LFUCG's Stormwater database. This automated integration will only pull premises that have been changed since the last monthly billing file was created. (Currently, the file being used includes two columns – premise number and number of ERUs.) The information should be uploaded to the billing system by matching up the premise with the new number of ERUs. Vendors must either automate this interface with the LFUCG Stormwater Database OR enable LFUCG to eliminate the LFUCG Stormwater Database by providing the functionality within the proposed billing solution. Either option is acceptable to LFUCG, but eliminating the Stormwater Database is preferred.	FREE MOD		643
LFUCG's GIS (ESRI)	BASE	Assumes using enQuesta standard interfaces	644
Reporting Functionalities			645
Produce reports as indicated in the RFP, including but not limited to Aging Files Reports, Shutoff Reports, Transaction Summary by Class, Consumption Levels by Class, etc	BASE	Mandatory	646
Produce a variety of reports that will allow the users of the system to easily glean data from the systems' databases without requiring the help / assistance from the IT Department resources. Reports should be menu driven (accessible from the menu) and have a variety of pertinent ranges for filtering data, as well as a variety of sorting and output options.	BASE	May require ad hoc report	647
System is able to store, edit and reuse queries and reports.	BASE	May require ad hoc report	648
The system allows individual users to easily create and store their own user-created queries and reports.	BASE	May require ad hoc report	649
System gives users a time estimate for how long a report will take to generate, and allows users to cancel the report prior to running.	BASE	May require ad hoc report	650
Able to cancel reports while they are running without adversely affecting system performance.	BASE	May require ad hoc report	651
Reports that will break down billing by certain billing items (Sewer Only, Sign Up Fees, etc...)	BASE	May require ad hoc report	652
Users can schedule reports to be run at a later time.	BASE	May require ad hoc report	653
Individuals can run reports and simultaneously work in other windows of the system.	BASE	May require ad hoc report	654

In terms of reports that are 'pre canned' in the system, allow changing of field names on reports to meet client's terminology.	BASE	May require ad hoc report	655
Reports can be directly downloaded to Microsoft Excel.	BASE	May require ad hoc report	656
Reports can be directly downloaded to Microsoft Word.	BASE	May require ad hoc report	657
Report queries can access multiple tables in the billing system.	BASE	May require ad hoc report	658
Report queries can access multiple tables in the billing system and external databases interfaced with the billing system.	BASE	May require ad hoc report	659
Reports can be run in real-time on the production system.	BASE	May require ad hoc report	660
Report queries can be sorted multiple ways after the query has been run. (Example: an ad hoc report is run on all tax exempt customers that shows customer name, customer number, service address, tax exempt number. The system can sort the resulting query on any of those 4 fields.)	BASE	May require ad hoc report	661
Ability to produce consumption reports for all customers, by service type - and any combination of user defined factors. Also have the ability to print consumption reports based on the top x consumers based on rate type and or service type, base rates, and flow rates. (Where x is defined by the user.)	BASE	May require ad hoc report	662
Allow a user to print any screen in the system.	BASE	May require ad hoc report	663
Allow for standard and utility specific reports to be scheduled to automatically print on a user-define predefined period (ie daily, nightly, weekly, monthly, etc.) using standard system functionality.	BASE	May require ad hoc report	664
Allow the user to easily scroll or page through an unlimited number of records displayed on a screen. System must allow scrolling or paging in either a forward or backward direction.	BASE	May require ad hoc report	665
Closed Customer Aging - This function prints a report that shows the accounts receivable aging for customers that have closed accounts and still have balances outstanding.	BASE	May require ad hoc report	666
Consumption History Report - This function prints a report that shows consumption by month by service type for the preceding 12 months.	BASE	May require ad hoc report	667
Consumption Stats Report - This function prints a report by service type, number of services by consumption range, with average and standard deviation. Carrier presort with OMR for inserter.	BASE	May require ad hoc report	668
Current Bills - This function prints the current bills / statements. Can print this in a variety of sorted orders (by zip code, geographic area, billing cycle, etc...).	BASE	May require ad hoc report	669
Customer Balance Reports - This report is basically a Customer Aging without any aged totals, it simple shows beginning balance, and ending balance for a customer.	BASE	May require ad hoc report	670
Customer Listing - This function prints out a list of all customers, or customers based on user-defined attributes.	BASE	May require ad hoc report	671
Customer Refund Listing - This function prints a listing of customers that are due a refund.	BASE	May require ad hoc report	672
Customer Service Type Report - This function prints a report that shows service orders by service type by customer showing number of dwellings, consumption.	BASE	May require ad hoc report	673
Easily compile information on a specific group of customers (ie the top 10 customers) usage in our system. For example, we need to combine all accounts that have the same customer name and treat those as 1 customer.	BASE	May require ad hoc report	674
Generate mailing labels based on user-defined criteria.	BASE	May require ad hoc report	675
Have all reports available to be output to either a dot matrix printer, laser printer, or to the PC display.	BASE	May require ad hoc report	676
Have letter creation and printing capability.	BASE	May require ad hoc report	677

Have reports generated and viewed on-screen before printing.	BASE	May require ad hoc report	678
Have reports to contain multiple select and sort parameters to support various standard utility reporting requirements.	BASE	May require ad hoc report	679
Ability to produce a 2 year history report by service area that will show revenue history, consumption history, for any and all services and rates that the utility uses. The report can be filtered and or sorted by service area, service type, date, customer id, premise id,etc	BASE	May require ad hoc report	680
Ability to produce a variety of financial based reports, including revenue reports, cash receipts, accounts receivable aging, top 10 customers based on revenue	BASE	May require ad hoc report	681
Ability to produce a variety of reports based on the Customers and premises, as well as account histories, service call histories, and payment history and geographic areas	BASE	May require ad hoc report	682
Have the system contain a full array of standard reports. The system has quality Canned Reports embedded. Examples include: Monthly Revenue & Usage Reports: # of Gallons, \$'s, and # of Customer Billed - By Type of Customer (Residential, Commercial, Agricultural, etc), Top Customer Rankings (Top 20, Top 10, etc.), Sales & Utility Tax Reporting - Sales Tax Exempt Customers (Sales Tax Exempt # field required), Utility Tax Reports. (Please provide list of your standard reports in your RFP response.)	BASE	May require ad hoc report	683
Have the system force all reports to contain company name, report title, processing date, a unique report ID, column headings, subtotals and totals (where applicable), sequentially numbered pages and dates for which the report is produced.	BASE	May require ad hoc report	684
System has ability to create a billing system report that indicates customers who receive discount programs.	BASE	May require ad hoc report	685
Provide a way to print to someone else's workstation or print to a remote printer.	BASE	May require ad hoc report	686
Ability to create and define an unlimited number of user defined reports. The effect on online response times when running the ad hoc reports must be minimal.	BASE	May require ad hoc report	687
Service Listing - This function prints out a list of each customer premise combination along with the associated services.	BASE	May require ad hoc report	688
Service Type Report - This function prints a report that shows number of services by service type.	BASE	May require ad hoc report	689
Special Rate Listing - This function prints out customer that have special rates for instances like the Sewer Only Customers.	BASE	May require ad hoc report	690
The system can search on any field, or combination of fields, to create a report. (Note if there is any external 3rd party software required to complete this task using your system, and note the version of that software that is required.)	BASE	May require ad hoc report	691
A report to reconcile the adjustments, exclusion, and extra strength charges issued for each month.	BASE	May require ad hoc report	692
Report and data export capability. Ability to export data and reports generated by the software to Excel, Word, pdf formant, text format, etc.	BASE	May require ad hoc report	693
System can generate, at a minimum, all current reports used by LFUCG.	BASE	May require ad hoc report	694
System can memorize reports so that they do not need to be recreated.	BASE	May require ad hoc report	695
Other			696
System user is able to search on any combination of any field in the system.	BASE	The scope of this is limited due to the open ended requirement.	697

Assign user access or deny user access. Ability to assign access to defined areas and field in the software by user role. Examples include defined access specifically for a customer service representative, after hours operator, billing supervisor, accounting supervisor, etc. Ability to assign user access to specific fields, tabs, screens, and data type.	BASE		698
Traceability or user log. Ability to easily and clearly trace all user activity in the software, including any changes to the software's programming and database.	BASE		699
Uniformity of Data. The software should allow data only in specific formats. For example, social security numbers must be 9 digits with or without dashes, or not accepted with the user not allowed to complete transaction or set-up until data is keyed correctly. Applies to any data that is missing or not keyed, for example if a field is left blank, an error message is displayed and the transaction not completed until all fields are properly populated.	BASE	The scope of this is limited due to the open ended requirement.	700
No limit on characters for note fields.	BASE	The database does have limitations on the size of the length of the data fields	701
Provide a consistent and visible audit trail for all transactions. This audit trail should be easily traceable from resultant transaction back to source entry.	BASE		702
System administrator has complete control of security and is able to tell who is accessing any part of the system at any time.	BASE		703
Have the ability to provide security at the system, business function, event, screen, and field level. Restriction is by user, user group, office, or region access to customer account and service address information and related processing. Violations of security should be reported and logged.	BASE		704
Support secure access to the database, so only authorized clients are allowed to access the database and should report attempts by unauthorized users to use the system.	BASE		705
Support remote secure access to the database via internet.	BASE		706
Provide the ability to support wild card searches on any number of fields. These searches should be able to work in all software modules including ad hoc reporting.	BASE	The scope of this is limited due to the open ended requirement.	707
The system has the capability to audit inserts / updates / deletions to fields that indicate the user and date of the change.	BASE		708
Ability to create billing cycles based on meter-reading routing information provided.	BASE		709
Ability to handle landlord tenant relationships where the account reverts back to the landlord when tenant moves out	BASE		710
Able to aggregate parcels together to combine impervious area for two or more parcels. There is a parent parcel (usually the main parcel or the parcel with the premise) and the child parcel(s) are "attached" to the parent.	BASE	Some of the steps could be manual	711
Ability to track parcel information, ERUs, parcel impervious area and associated premises.	BASE		712
System has a field for owner and one for tenant for the non-mutual WQMF rental properties.	BASE		713
System enables LFUCG to bill for other municipalities with different rate structures and fees, if LFUCG chooses to do so in the future. The system should enable LFUCG to generate and send separate customized invoices for other municipalities, and track all aspects of third party billing separate from the current LFUCG billing operations.	BASE	May require charges for data conversion	714

System can obscure particularly sensitive fields from view without appropriate security clearances. (Example: blocking out all but the last 4 of a social security number.)	BASE	The scope of this is limited due to the open ended requirement.	715
Ability to utilize a browser based interface.	BASE		716
Ability to cut and paste from emails or other Microsoft Office products and place the text into Notes fields in the billing system.	BASE		717
System should be able to generate a notification letter to customers who have checks returned for non-sufficient funds stating that a returned check fee will be placed on their account and that after two times when this occurs, they will no longer be able to pay their account by check for a period of one year from the date of the last returned check.	BASE		718

Worksheet 2 of 2: IVR Matrix

<u>IVR Functionalities</u>	<u>Vendor Capabilities.</u> <u>(Indicate one of the following: BASE; FREE MOD: ADD-ON; MOD AT COST; NO or NOT APPLICABLE.)</u>	<u>Comment(s)</u>	<u>Line Reference #</u>
The proposed IVR provides, at a minimum, all the functionalities of LFUCG's current IVR.	BASE	Mandatory	1
IVR is speech-enabled (ie the customer can speak their choices rather than punching numbers on the phone keypad)	ADD-ON		2
Outbound calling functionalities where the utility can program a recording with specific messages for specific customer groupings (or all customers)	ADD-ON	Relay Outbound product	3
IVR logs the type of outbound situations that were encountered (ie busy signal, human answered, answering machine answered.)	ADD-ON	included with Relay Outbound	4
With outbound calling the IVR can distinguish between a busy signal, person or answering machine (and make appropriate next steps according to what the IVR detects). Example: IVR calls to warn a customer of a pending disconnection and detects a busy signal; tries again 2 more times and gets busy signal; logs it in system as busy signal obtained every time.	ADD-ON	included with Relay Outbound	5
Ability for customers to get balance and payment information	BASE		6
Ability for customers to request payment extensions w/o talking to a CSR	ADD-ON		7
Ability for customer to pay over the phone with check or credit card	BASE		8
Ability for customer to pay over the phone through a 3rd party	BASE or ADD-ON	Depends on third party payment vendor.	9
Ability of IVR to notify customers of past due accounts and cut off notifications	ADD-ON	included with RCS Outbound	10
IVR can be used for Frequently Asked Questions	ADD-ON		11
IVR interfaces with the proposed Customer Information System (CIS) to provide Account Information and Accept Credit Card payments via phone	BASE		12

IVR can enable an automatic pop-up of customer information on PC associated with phone set based on incoming phone number	ADD-ON	ScreenPop functionality. Not recommended for hosted solutions.	13
The IVR system can provide a wide range of real-time and historical reporting capabilities including total call summary statistics, group call summary statistics and Agent statistics.	BASE	Relay Portal includes real-time logging of various system statistics.	14
IVR report data can be exported to easily accessible formats like Microsoft Word, pdf, Microsoft Excel, etc.	BASE	Excel, PDF	15
Supervisors can retrieve both real-time and stored statistics from the IVR system.	BASE		16
The IVR/CIS interface enables some IVR functions to be automated through the CIS. (Example: the utility can program the CIS so that the IVR automatically makes outbound notices - on a user defined basis - of pending cut-offs without any user intervention on behalf of the utility.)	BASE / MOD-AT-COST	The base solution includes integration between the IVR and the CIS. Further discovery with the customer would be required to determine what further automation is required and may require additional scoping/cost to implement	17
The IVR has a hidden "Back Door" menu available to administrator to dial in and record a custom emergency message on the fly and turn on or off the message. Accessible from a different number.	BASE	The IVR has a hidden administration menu that can be accessed by administrators for purposes such as recording an emergency greeting	18
IVR enables customers to make a credit or debit card payment.	BASE		19
IVR provides options to repeat messages.	BASE		20
IVR tells the customer the address that matches the account, and asks the customer to confirm that it is the correct account. It also can ask the customer if they would like to make a payment at a different address.	BASE	If the caller wants to make a payment at a different address, they will be able to input a different account number.	21
Prior to payment processing, the IVR can inform the customer that "A non-refundable processing fee of \$x.xx will be added to your card for this transaction."	BASE		22
The IVR enables the customer to pay the total balance of XXX dollars and XX cents, and also lets the customer pay a different amount.	BASE		23

The IVR provides the option to speak to a Service Representative and can transfer the call to a designated call center.	BASE		24
The customer can enter the amount they would like to pay, and the IVR confirms the amount entered by saying "You entered XXX dollars and XX cents. If this is correct, press x"	BASE		25
The IVR can inform a customer that their account is past due and eligible for disconnection. The IVR can then guide the customer through paying the past due balance of XXX dollars and XX cents or pay the total balance of XXX dollars and XX cents. The IVR also allows the customer to pay a different amount.	BASE		26
The IVR tells the customer that the system will charge their card XXX dollars and XX cents and ask the customer to confirm this is correct by pressing x.	BASE		27
The IVR will tell the customer if the chosen amount will pay the past due balance or pay the total balance due, based on the amount chosen by the customer.	BASE		28
If the customer enters an amount that is less than the amount due, the system tells the customer that the amount entered is less than the amount due -- and can also tell the customer 'if the total amount due is not paid by [the due date], their water service will be eligible for disconnection'.	BASE		29
The IVR can tell a customer that a disconnection order is pending for their account. It enables the customer to pay the correct amounts to avoid disconnection.	BASE		30
If a customer is pending disconnection and pays a sufficient amount to avoid disconnection, the IVR can automatically cancel the disconnection via the billing system and MFT site.	MOD-AT-COST	This functionality depends on the API available and the capability for the IVR to post an update to the backend solution and cancel the disconnection.	31

<p>The IVR is able to tell a customer that they currently have a payment plan and is able to let the customer pay the next payment plan installment of XXX dollars and XX cents. The IVR will tell the customer that the system will charge their card XXX dollars and XX cents, and inform the customer that this will pay the next payment plan installment due on their account.</p>	MOD-AT-COST	The proposed solution includes some customization in order to support payment plan data and present it to callers.	32
<p>The IVR can inform the customer that an amount entered is less than their next scheduled payment and that failure to pay the full amount by the due date will result in the cancelation of the payment plan and disconnection of water service. After this warning, the IVR provides the option for the customer to pay the amount indicated or choose another amount.</p>	MOD-AT-COST		33



CONTRACT TERMS AND CONDITIONS

Please see Attachment 1: “**Sample Software License Agreement,**” Attachment 2: “**Sample Support and Maintenance Agreement,**” and Attachment 3: “**Sample Master Services Agreement (IVR),**” located at the end of this RFP Response.



COST QUOTATIONS

The following pages contain S&S's itemized cost quotations for the proposed CIS solution and Selectron's cost quotations for the proposed IVR solution.

BILLING SOLUTION PRICING OPTION 1

PRICING OPTION 1: On-Premise. Pricing for LFUCG to own, run and maintain the system in-house

# of LFUCG Users:	15
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CIS Vendor Company Name:	Systems & Software Inc.
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	Price
Software & License Fees (list modules that are in base billing solution only):	
CIS application software	350,000.00
Database (Oracle 11g Enterprise Edition or MS SQL Server 2010) - ESTIMATE not included in Subtotal	60,000.00
First 15 user licenses^	Included
enQuesta Middleware (20 users)	37,326.00
Cognos BI Reporting (Includes 1 administrator, 3 developers, and unlimited enhanced consumers for reporting.)	14,904.00
Subtotal Software & License Fees	\$402,230.00
3rd Party License Fees (if any)	
SI iNovah Cashiering (500,000 annual receipts)	129,750.00
Red Hat LINUX or MS Windows OS (to be provided by LFUCG)	
Subtotal 3rd party license fee	\$129,750.00
Modifications (please list):	
None Identified Assume enQuesta Best Practice	
Subtotal Modifications	\$
Other (additional modules additional services, additional customizations to meet functional requirements, etc). Please list:	
enQuestaLink Mobile Service Orders (Optional - Not Priced)	
Subtotal Other	\$
Professional Services	
CIS Implementation (11,386 hours refer to RFP response for included activities)	1,992,550.00

Training* (560 hours)	98,000.00
SI iNovah Cashiering System Implementation (880 hours)	158,400.00
Subtotal Implementation Services	\$2,248,950.00
Interfaces	
Interface to Proposed IVR. (Note: pricing for the proposed IVR system should be provided in a separate tab of this worksheet. Only pricing for interfacing the proposed IVR to the proposed billing system, if any, should be listed here.)	Included
Interface to LFUCG Financial System	Included
Interface to LFUCG's GIS (*a hot link from inquiry screen)	Included*
Other:	
Subtotal interfaces	\$
Travel (not to exceed)	
S&S Travel (100 trips with a trip = 1 person for 1 week; air, car, hotel and per diem)	150,000.00
SI Travel (8 trips)	20,000.00
Subtotal Travel	\$170,000.00
Annual Support and Maintenance	
1st year**	129,102.00
Subtotal Annual Maintenance (first year)	\$129,102.00
TOTAL	\$3,080,032.00
OTHER	
^Price for additional users (beyond 15) per user:	5,000.00 (minimum is 10)
*Number of HOURS of ON-SITE training provided by vendor at LFUCG offices:	560
*Number of HOURS of remote/offsite training provided by vendor:	Included Above
**Price for annual support/maintenance 2nd year:	135,124.00
**Price for annual support/maintenance 3rd year:	141,446.00
**Price for annual support/maintenance 4th year:	148,084.00
**Price for annual support/maintenance 5th year:	155,058.00

BILLING SOLUTION PRICING OPTION 2

PRICING OPTION 2: Managed On-Premise. Pricing for LFUCG to own and run the system in-house; vendor maintains system/servers.

# of LFUCG Users:	15
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CIS Vendor Company Name:	Systems & Software
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All Pricing Same As Option 1 Except for Annual Maintenance & Support

	Price
Software & License Fees (list modules that are in base billing solution only):	
CIS application software	
Database	
First 15 user licenses^	
Other	
Subtotal Software & License Fees	\$
3rd Party License Fees (if any)	
Subtotal 3rd party license fee	\$
Modifications (please list):	
Subtotal Modifications	\$
Other (additional modules additional services, additional customizations to meet functional requirements, etc). Please list:	
Subtotal Other	\$
Professional Services	
CIS Implementation	
Training*	
Subtotal Implementation Services	\$
Interfaces	

Interface to Proposed IVR. (Note: pricing for the proposed IVR system should be provided in a separate tab of this worksheet. Only pricing for interfacing the proposed IVR to the proposed billing system, if any, should be listed here.)	
Interface to LFUCG Financial System	
Interface to LFUCG's GIS	
Other:	
Subtotal interfaces	\$
Travel (not to exceed)	
Subtotal Travel	\$
Annual Support and Maintenance	
1st year**	169,325.00
Subtotal Annual Maintenance (first year)	169,325.00
TOTAL	\$3,120,255.00
Managed On-Premise Pricing: annual pricing for vendor maintaining system/servers. (LFUCG to own and run the system in-house.)	\$
OTHER	
^Price for additional users (beyond 15) per user:	5,000.00 (minimum is 10)
*Number of HOURS of ON-SITE training provided by vendor at LFUCG offices:	560
*Number of HOURS of remote/offsite training provided by vendor:	Included Above
**Price for annual support/maintenance 2nd year:	176,957.00
**Price for annual support/maintenance 3rd year:	184,952.00
**Price for annual support/maintenance 4th year:	193,330.00
**Price for annual support/maintenance 5th year:	202,114.00

BILLING SOLUTION PRICING OPTION 3

PRICING OPTION 3: Managed Server/Hosted/Cloud. Pricing for LFUCG to own and run the system in a managed/hosted/cloud environment.

# of LFUCG Users:	15
CIS Vendor Company Name:	Systems & Software

All Pricing Same As Option 2 Except for Hosting. Servers, DB and OS included as part of Hosting Services.

	Price
Software & License Fees (list modules that are in base billing solution only):	
CIS application software	
Database	
First 15 user licenses^	
Other	
Subtotal Software & License Fees	\$
3rd Party License Fees (if any)	
Subtotal 3rd party license fee	\$
Modifications (please list):	
Subtotal Modifications	\$
Other (additional modules additional services, additional customizations to meet functional requirements, etc). Please list:	
Subtotal Other	\$
Professional Services	
CIS Implementation	
Training*	
Subtotal Implementation Services	\$
Interfaces	

Interface to Proposed IVR. (Note: pricing for the proposed IVR system should be provided in a separate tab of this worksheet. Only pricing for interfacing the proposed IVR to the proposed billing system, if any, should be listed here.)	
Interface to LFUCG Financial System	
Interface to LFUCG's GIS	
Other:	
Subtotal interfaces	\$
Travel (not to exceed)	
Subtotal Travel	\$
Annual Support and Maintenance	
1st year**	169,325.00
Subtotal Annual Maintenance (first year)	169,325.00
TOTAL	\$3,120,255.00
Annual Cloud Server Hosting Pricing	
Annual pricing for LFUCG to own and run the system in a managed/hosted/cloud environment.	55,653.00
OTHER	
^Price for additional users (beyond 15) per user:	5,000.00 (minimum is 10)
*Number of HOURS of ON-SITE training provided by vendor at LFUCG offices:	560
*Number of HOURS of remote/offsite training provided by vendor:	Included Above
**Price for annual support/maintenance 2nd year:	176,957.00
**Price for annual support/maintenance 3rd year:	184,952.00
**Price for annual support/maintenance 4th year:	193,330.00
**Price for annual support/maintenance 5th year:	202,114.00

IVR SOLUTION PRICING - Hosted Option

IVR Vendor Company Name:	Selectron Technologies
	Price
Software & License Fees:	
Utility Software Pack	\$35,000.00
16 Inbound Port Licenses	\$32,000.00
16 LumenVox Tier 3 Speech Recognition Licenses	\$16,000.00
Subtotal Software& License Fees*	\$83,000.00
* Total does not include CTI/Screenpop functionality, as we do not recommend this functionality in a hosted solution.	
Additional User Costs (if any)	
Subtotal Additional User Cost	\$0.00
3rd Party License Fees (if any)	
Subtotal 3rd party license fee	\$ -
Professional Services	
Implementation	Included at our Datacenter
Training	1 1/2 days online training Included
Frequently Asked Questions	\$3,000.00
Payment Extensions	\$7,500.00
Payment Plan Balance/Next Payment request	\$3,500.00
Underpayment Warning	\$3,500.00
Subtotal Implementation Services	\$17,500.00
Modifications (please list):	
1 IVR Production Server	\$5,000.00
1 Speech Recognition Server	\$5,000.00
Subtotal Modifications	\$10,000.00
Travel (not to exceed)	
Subtotal Travel	\$ -
customizations to meet functional requirements, etc). Please list:	
Subtotal Other	\$ -
Annual Support and Maintenance	
1st year**	
Subtotal Annual Maintenance (first year)	\$ -

TOTAL **	\$110,500.00
solution that we would implement in a hosted environment. For the actual Hosted pricing, please review the Hosted Pricing section below. The total does not include CTI/Screenpop functionality or Outbound calling functionality. We do not recommend CTI/Screenpop in a hosted environment and the Outbound capabilities are provided in the hosted solution outlined below as part of a total hosted solution.	

Hosting pricing:	
One-time Upfront Build Fee	\$55,250.00
1st year Annual Managed Service Fee	\$22,100.00
1st year call*** fees (180,000 call bundle)	\$54,000.00
Outbound Messaging and Delinquency/Shut-off Notification One-time	\$8,000.00
Outbound Messages Bundle (Includes 100,000 messages)	\$15,000.00
Total Year 1	\$154,350.00
Year 2 Annual Managed Service Fee	\$23,205.00
Year 2 Call Fees (180,000 call bundle)	\$54,000.00
Year 2 Outbound Messages Bundle (100,000 messages)	\$15,000.00
Year 2 Total	\$92,205.00
Year 3 Annual Managed Service Fee	\$24,365.00
Year 3 Call Fees (180,000 call bundle)	\$54,000.00
Year 3 Outbound Messages Bundle (100,000 messages)	\$15,000.00
Year 3 Total	\$93,365.00
^Price for additional users per user:	
*Number of HOURS of ON-SITE training provided by vendor at LF	No Onsite training provided with hosted solution. We provide approximately 12 hours of online training to your staff after implementation and before system go-live
*Number of HOURS of remote/offsite training provided by vendor:	Online training provided with a current support contract
**Price for annual support/maintenance 2nd year:	N/A
**Price for annual support/maintenance 3rd year:	N/A
**Price for annual support/maintenance 4th year:	N/A
**Price for annual support/maintenance 5th year:	N/A

*** A "call" is defined as any valid telephone connection (does not include telephony errors and no answers).

A single call is up to 4 minutes in length; each subsequent period up to 4 minutes is considered an additional call.



S&S ATTACHMENT 1: SAMPLE LICENSE AGREEMENT

INFORMATION SYSTEM AGREEMENT

This Information System Agreement and all Exhibits attached hereto (“**Agreement**”) is made and entered into as of the later of the two dates on the signature page (“**Effective Date**”) by and between **Systems & Software, Inc.**, a Vermont corporation with its principal offices at 426 Industrial Avenue, Williston, Vermont 05495 (“**S&S**”), and the _____, a _____ with its principal offices at _____ (the “**Customer**”).

BACKGROUND

- A. S&S has developed application software for use in the utilities industry and is in the business of implementing information systems and providing related services to customers; and
- B. Customer desires to license from S&S certain software and for S&S to implement an information system and provide related services on Customer’s behalf.

In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

AGREEMENT

1. **DEFINITIONS**

“**Application Software**” means the commercial off the shelf (“**COTS**”) version of enQuesta™ software licensed to Customer pursuant to this Agreement.

“**Change Order**” means any **written documentation between S&S and the Customer** evidencing their agreement to change particular aspects of this Agreement.

“**Confidential Information**” means, with respect to a party hereto, all information or material which (a) gives that party some competitive business advantage or the opportunity of obtaining such advantage, or (b) which is either (i) marked or identified as “Confidential,” “Restricted,” or “Proprietary Information” or other similar marking or identification, (ii) known by the parties to be considered confidential and proprietary, or (iii) from all the relevant circumstances should reasonably be assumed to be confidential and proprietary. Confidential Information includes Customer’s individually identifiable customer information and also the Application Software and related Documentation all screen generator programs, program codes, routines, methods, designs or objects, new product features and functions, the performance of the Application Software, this Agreement, terms, conditions and information contained herein and the negotiations between the parties prior to execution of this Agreement.

“**Conversion**” means those actions required to transfer selected portions of existing data (as such are described in the SOW) from Customer’s current computerized data to the Information System.

“**Current Base System**” means the version of the Application Software that has been commercially released by S&S as of the Effective Date and the related Documentation.



“**Customization**” means the changing of any component of the S&S Current Base System during the original delivery and implementation period of the Application Software installed prior to the System Acceptance Date.

“**Delivery**” means, as applicable, the earliest date of (a) delivery to Customer of the Information System (or components thereof); (b) delivery of the Information System (or components thereof) by S&S to a common carrier for transport to Customer; and (c) performance of services by S&S.

“**Documentation**” means (i) with respect to the Application Software, the standard user-oriented instructions and related materials for the operation of the Application Software in the form distributed by S&S generally to its customers, together with updates, modifications and enhancements thereto; and (ii) with respect to the System Equipment, the standard user-oriented instructions and related materials for the operation of the System Equipment in the form distributed by each applicable third party vendor generally to its customers, together with updates, modifications and enhancements thereto.

“**Go Live**” means the date on which the Application Software is operating in a production environment processing Customer’s actual data.

“**Hardware**” means computer hardware.

“**Information System**” means the composite of Hardware, Operating System Software, Application Software and Third Party Software provided by S&S.

“**Major Release**” means the commercial release of a new version of the Application Software that is identified by a release number that is to the left of the first decimal point, such as 4.x, and that contains significant amounts of new or significantly enhanced functionality and/or major changes to the product’s architecture or file structure.

“**Minor Release**” means the commercial release of (i) a version of the Application Software that is identified by a release number that is to the right of the first decimal point, such as x.1; and /or (ii) a set of software corrections and system performance adjustments for the Application Software.

“**Milestone Acceptance**” means each of the dates on which a milestone listed on the Milestone Payment Schedule (as set forth in Exhibit 2 (Payment Schedule)) has been completed in accordance with the milestone criteria specified in the Statement of Work. The parties acknowledge that Milestone Acceptance is expected to occur multiple times (i.e., once for each of the line items listed on the Payment Schedule in Exhibit 2 (Payment Schedule)). In the event that Customer fails to notify S&S within ten (10) days after receipt of S&S’ sign-off request form that Customer believes a particular milestone has not been achieved and the reasons therefore, then Customer shall be deemed to have agreed and the particular milestone shall be deemed to have been completed.

“**Operating System Software**” means the third party computer operating system software described in Exhibit 1 (Budget Detail/Notes) that S&S delivers to Customer under this Agreement but which is subject to the license agreement provided by such third party unless otherwise specified.



“**Peripherals**” means all non-server related Hardware components including, without limitation, disk storage, workstations, printers, tape drives, modems.

“**Project**” means the procurement, implementation, training of personnel, and acceptance testing tasks necessary for the implementation of the Information System for use by Customer.

“**Site Preparation**” means those physical installation and environmental conditioning tasks necessary to support the Information System, including specified cabling, telecommunications, Internet/VPN accessibility, network infrastructure, connections, power supply and air conditioning.

“**Source Code**” means computer code in high level, human readable language, including comments and documentation reasonably necessary to build and/or modify such code.

“**SOW**” means the Statement of Work attached hereto as Exhibit 4.

“**Support Services**” means the software maintenance and support services to be provided by S&S as further described in Section 7 and in the S&S Software Maintenance & Support Guidelines, as such guidelines may be amended by S&S from time to time.

“**System Acceptance**” means the date on which a module or group of interrelated modules of the Application Software is operating in a production environment processing actual Customer data in material compliance with the applicable Documentation and Specifications. Customer’s failure to notify S&S of any material defect(s) within sixty (60) days of S&S notice that the module or group of interrelated modules are ready for Go Live shall constitute System Acceptance.

“**System Equipment**” means the Hardware, Peripherals, Operating System Software and Third Party Software.

“**Term**” means that the duration of the license for use of the Application Software described in Section 6(B) of this Agreement, which duration shall be perpetual, subject to the provisions of the Information Systems Agreement.

“**Third-Party Software**” means the computer software that is described in Exhibit 1 (Budget Detail/Notes) that S&S delivers to Customer under this Agreement but which is subject to the license agreement provided by such third party. For avoidance of doubt, this term does not include the Application Software.

2. SCOPE OF PROJECT

S&S shall provide to Customer and implement the Information System comprised of the components described in Exhibit 1 (Budget Details/Notes). S&S shall use commercially reasonable efforts and work with designated Customer personnel to deliver the Information System in accordance with the schedule set forth in the SOW. Customer shall fulfill its obligations set forth in the SOW in a timely manner, ensure compliance with the specified Site Preparation, and otherwise provide and make available to S&S such resources necessary for S&S to successfully implement the Information System.



3. AUTHORIZATION TO PROCEED; IMPLEMENTATION PROCESS

- A. Authorization to Proceed. S&S shall, upon the Effective Date, commence with the procurement and implementation of the Information System. Customer's execution of this Agreement constitutes Customer's agreement to the terms herein and authorization for S&S to commence with the implementation of the Information System.
- B. Implementation Process. Each party shall comply with its respective obligations in connection with the implementation process and as such are further described in Exhibit 4 (SOW).

4. FEES AND PAYMENT SCHEDULE

- A. Fees. Customer's financial obligation to S&S for the Delivery of the Information System and related services (as such services are expressly set forth herein) is set forth in Exhibit 1 (Budget Detail/Notes). Each payment shall be payable by Customer to S&S upon the completion of project payment milestones as provided in Exhibit 2 (Payment Schedule). S&S shall be entitled to invoice Customer immediately upon, as applicable, Delivery and/or Milestone Acceptance. Upon execution of this Agreement, Customer shall also remit to S&S an initial deposit in the amount specified in Exhibit 2 (Payment Schedule) as Payment Number 1.
- B. Invoices. All invoices submitted under this Agreement shall be due and payable within thirty (30) days of the date of the invoice. All amounts listed in this Agreement are in U.S. Dollars and shall be paid in U.S. Dollars. Any amount payable pursuant to this Agreement and not paid within thirty (30) days after the relevant payment date for said amount shall be delinquent and shall bear interest at the rate of one and one half percent (1½%) (or, if less, the maximum legal rate) for each month or portion thereof it is delinquent. Customer shall pay all such interest, as well as all costs and reasonable attorneys' fees incurred by S&S in the collection of such delinquent sums.
- C. Project Delays. If delays in the Project SOW occur on account of Customer's failure to timely complete its responsibilities as set forth in the SOW, or as otherwise agreed by the parties, S&S shall have the right to issue an invoice and collect respective payments at the time S&S has fulfilled its Delivery and/or Milestone Acceptance requirements (with the exception of any requirements that S&S is unable to fulfill on account of Customer's failures), including the final payment related to the final Milestone Acceptance. In the event the Information System becomes available for use in a production environment but Customer decides to delay implementation of the Information System, such delayed implementation shall not affect S&S' right to receive payment in accordance with the payment schedule set forth in this Agreement.
- D. Additional Items. In the event S&S provides Customer with additional hardware, software and/or related services not specified in this Agreement, S&S shall be entitled to invoice



Customer for such items pursuant to S&S' standard fees for such items or other mutually agreed upon amounts, and such invoiced amounts shall be due and payable in accordance with the terms set forth in this Section 4. All Additional Items and other changes to project scope shall be subject to Change Order.

5. SYSTEM ACCEPTANCE

System Acceptance shall be deemed to occur in each subject or module area at such time an Application Software module or group of interrelated modules (including any Customization) within thirty (30) days of the date it is made available for use by Customer in a production environment and it performs in material compliance with the applicable Documentation. If Customer notifies S&S in writing of material non-compliance of the Application Software during such thirty (30) day period, S&S shall correct such material non-compliance with the Application Software and Customer shall have an additional fifteen (15) days to test the corrected module or group of interrelated modules. In the event Customer fails to notify S&S in writing of any material non-compliance of the Application Software within such thirty (30) day period (or, as applicable, such fifteen (15) day period), System Acceptance shall be deemed to have occurred upon the expiration of the applicable period.

6. OWNERSHIP; LICENSE

A. Ownership. S&S and its licensors shall have and retain sole and exclusive ownership of all right, title and interest in and to the Application Software, including ownership of all trade secrets and copyrights pertaining thereto, subject only to the license rights and privileges expressly granted to the Customer herein. Customer agrees that S&S and its licensors shall have sole ownership of all improvements and modifications made to the Application Software, including without limitation those made in connection with the Customization, regardless of whether such improvements and modifications are made by S&S alone or together with the Customer or third parties. Nothing in this Agreement shall be construed as a commitment of S&S to create improvements, modifications or future enhancements to the Application Software, other than those expressly specified in this Agreement. Upon request and without the necessity for further consideration, Customer shall take all necessary actions to assign ownership of the Application Software and Customizations to S&S.

Subject to all the terms and conditions of this Agreement, S&S agrees to sell and Customer agrees to purchase the Hardware specified in Exhibit 1. S&S shall arrange for Delivery of each unit of Hardware by common carrier at mutually agreeable time(s). Customer shall pay or reimburse S&S for all costs of Hardware shipping and transportation. At Customer's expense, S&S shall procure transit and casualty insurance for the replacement value of the Hardware, covering the transportation of the Hardware by the common carrier to Customer's loading dock. Good and merchantable title and risk of loss in and to the Hardware shall pass to Customer upon Delivery. S&S reserves a security interest in each item of Hardware, and shall have all of the rights of a secured creditor under the Uniform Commercial Code with respect thereto. Such security interest shall be retained and may be enforced until Customer's payment obligations for the applicable item of Hardware shall have been fully discharged. Customer shall execute all financing



- statements required to perfect S&S's security interest, and if financing statements are filed, S&S shall execute a termination statement evidencing the discharge of such obligations in the event a financing statement is filed.
- B. License. In consideration of Customer's payment of amounts set forth in Section 4, S&S grants to Customer a nonexclusive and nontransferable right and license to use the Application Software solely for Customer's internal business purposes in accordance with the provisions in this Agreement for the duration of the Term. Customer may use the Application Software on Hardware upgrades, additions or replacements; provided, however, the Customer must give S&S written notice in advance of any such change so as to permit S&S to provide support and to be aware from a licensing perspective of the numbers and types of Hardware on which the Application Software resides or is intended to reside. Customer agrees that it will not sell, assign, transfer, disclose, sublicense, or otherwise make the Application Software available to others without the prior written consent of S&S. Customer shall not create derivative works of the Application Software, meaning that the Customer shall not create any software or other works that are based upon the Application Software or recast, transform or adapt the Application Software in any manner. Customer shall not disassemble, decompile or "reverse engineer" the Application Software for any purpose.
- C. Additional License Terms.
- (i) Customer may prepare one copy of the Application Software for backup purposes only; provided that the backup copy may be used only during the term of the license and the copy shall be destroyed or returned to S&S upon termination of the license. Customer may prepare a reasonable number of copies of the Documentation for internal use only; provided that the copies of Documentation may be used only during the term of the license and the copies shall be destroyed or returned to S&S upon termination of the license. All copies of the Application Software and Documentation must contain the proprietary notices appearing on the copies as initially furnished to Customer. Except as permitted in this paragraph, Customer shall not copy or otherwise reproduce the Application Software or the Documentation, in whole or in part, without the prior written consent of S&S.
 - (ii) The Application Software is licensed in object code only. The Customer shall have no rights to the Source Code except as expressly specified in this Agreement.
 - (iii) The Application Software is for use by the Customer in the current utility entity at the projected User level and the current Customer Account volume (being the current number of metered or non-metered water, wastewater, electric, gas, rental, refuse and other customers) specified in Exhibit 1 (Budget Details/Notes). The parties agree that, for purposes of this Agreement, Customer's current account volume is considered to be _____ accounts (the "**Current Account Volume**"). The parties agree that, for purposes of this Agreement, the Customer's current number of users is _____ (the "**Current Number of Users**"). Customer agrees that, if Customer expands the number of Users beyond the Current Number of Users, Customer shall pay an additional per User fee. The



additional per User fee for the period of twelve (12) months following the Effective Date shall be as specified in Exhibit 1 (Budget Detail/Notes) and after such date the fee shall be subject to pricing at S&S' then-current fees. Customer shall provide S&S with an annual report specifying the then current number of Users.

- (vii) The Application Software shall be used solely on the server environment described in Exhibit 1 (Budget Detail/Notes) or as agreed to in writing by S&S. Third Party Software use and limits, including with respect to the number of named or concurrent users, will be subject to the terms of each third party vendor's own license which will be entered into separately between Customer and each third party vendor.
- (viii) Customer shall take all reasonable steps to preserve the confidential and proprietary nature of the Application Software and Documentation.
- (ix) Customer shall limit access to the Application Software to employees, auditors, consultants and agents of Customer who need access to the Application Software in order for the Customer to use the Application Software as permitted herein. Customer shall inform all persons with access to the Application Software of the confidential and proprietary nature of the Application Software and of the restrictions set forth in Section 10 of this Agreement.
- (x) All Third Party Software is licensed to Customer solely and directly by the third party supplier of such software, not by S&S. Customer, therefore, acknowledges and agrees that, notwithstanding the Delivery to the Customer and Customer's payment to S&S for such software, Customer's rights, obligations and remedies regarding such software shall be determined solely and exclusively by the terms and conditions of Customer's agreements with the third party supplier of such software.
- (xi) The parties acknowledge and agree that (a) the Application Software may include embedded third party software components licensed by S&S for use in the Application Software; (b) the terms and conditions of Sections 8C, 8F, 8G, 8I and 10 of this Agreement shall inure for such third party's benefit and (c) subject to the license and sublicense rights granted to S&S in connection with its use and distribution as part of the Application Software, the third party software owner retains right, title and interest in such software, including statutory enforcement rights in the event of infringement.

7. SUPPORT SERVICES



- A. S&S Support Program. Beginning at Delivery of the Application Software, the Customer is required to participate in the S&S Software Maintenance and Support Program (“**S&S Support Program**”) for a period of twelve (12) months. Upon completion of this twelve (12) month period, participation in the S&S Support Program shall be optional. Participation in this Program is required to continue to receive support from S&S. Guidelines of this S&S Support Program are defined in Exhibit 3 (S&S Software Maintenance & Support Guidelines). S&S may modify said guidelines from time to time. The Application Software and systems support services described herein will be invoiced on a prorated basis from Delivery through the end of then-current calendar year and thereafter annually in-advance on a January through December calendar year basis. Customer’s participation in the S&S Support Program shall automatically renew on an annual basis and shall be valid on a calendar year basis. In the event Customer wishes to cancel participation in the S&S Support Program, Customer must notify S&S in writing on or before September 30th of the year preceding the year in which the Customer wishes to cancel participation. S&S reserves the right to modify the S&S Support Program throughout the Term.
- B. Exclusions from Support Services. S&S shall not be required to perform corrective maintenance as part of its Support Services with respect to Application Software malfunctions caused by:
- (i) Customer's modifications to the Application Software unless performed at the direction of S&S;
 - (ii) Customer's failure to use updates, enhancements or program error corrections;
 - (iii) Failure to use the Application Software in accordance with this Agreement; or
 - (iv) Actions beyond S&S’ reasonable span of control with respect to Customer’s actions which alter the turnkey implementation environment, or cause Hardware or Third Party Software malfunctions.
- C. Enrollment & Pricing. Customer agrees to begin participation in the S&S Support Program commencing at Delivery of Application Software. Applicable pricing for the S&S Support Program are set forth in Exhibit 1 (Budget Detail/Notes). These prices are subject to annual increase not to exceed CPI Index + 4% per annum. (“**CPI Index**” means the most recently published “Consumer Price Index for All Urban Consumers” as published monthly by the U.S. Department of Labor, Bureau of Labor Statistics. If the U.S. Department of Labor discontinues the publication of the CPI Index, or alters its publication in some other material manner, then the parties shall adopt a substitute index or procedure that reasonably reflects consumer price changes in the United States). Participation in the program will automatically renew each year unless Customer notifies S&S of its desire to discontinue their participation in the S&S Support Program on or before September 30th of the year preceding the year in which Customer wishes to discontinue their participation. If the Customer elects to discontinue their participation in the S&S Support Program S&S shall be under no obligation to continue providing maintenance services past the period for which Customer has paid for enrollment in the S&S Support Program.
- D. Hardware Maintenance. Customer agrees that it will enter into a maintenance contract for the Hardware from the vendor (via S&S), unless the Customer is utilizing its own Hardware, following the applicable warranty period for the Hardware. Said warranty contract shall be effective upon the installation of the Hardware at Customer premises. Customer acknowledges and agrees that maintenance and service of the System



- Equipment is a matter between the manufacturer and Customer and that S&S its not obligated to service or maintain the Hardware but will only act as a liaison with the manufacturer to arrange for maintenance and service on and cannot be a party to or responsible for the Hardware manufacturer's performance under the maintenance contract. Customer acknowledges and agrees that S&S shall not be liable to the Customer for damages of any type resulting from the failure of the Hardware manufacturer to perform under the maintenance contract. S&S' limited Hardware maintenance support is described in Exhibit 3 (S&S Software Maintenance & Support Guidelines). Hardware Maintenance under this Agreement shall be provided to Customer from the vendor via S&S for a period of 3 years from Delivery of Hardware.
- E. Major and Minor Releases. S&S shall provide Major and Minor Releases to Customer as part of Support Services; provided, that Customer is participating in the S&S Support Program.
- F. Termination of Support Services; Transition to New Vendor; NDA Required from New Vendor
- (i) In the event that Customer elects to replace the Information System with another vendor's product, S&S will work with Customer to develop S&S' role in the transition. In order to protect the proprietary interests of S&S in the Application Software, Customer agrees that any replacement vendor shall have only such access to the Application Software as necessary to assist in the actual conversion. In the event a replacement vendor indicates that access to the Application Software is necessary to implement the actual conversion, the Customer shall deliver a notice to S&S, containing an explanation for the replacement vendor's need to access the Application Software, at least fifteen (15) days prior to allowing the replacement vendor access to the Application Software. S&S shall have the right, in its discretion, to have a representative of S&S present at the Customer's facility at all times when any replacement vendor has access to the Application Software. Customer will cooperate by providing S&S with scheduling information necessary to facilitate such presence. Any replacement vendor or other outside party required to assist in transition from the Application Software to another vendor shall execute a confidentiality and non-disclosure agreement in a form reasonably satisfactory to S&S, prior to the time said vendor or other third party has access to the Application Software.
- (ii) Customer shall provide written notice to S&S at least sixty (60) days in advance of the conversion. Customer and S&S shall develop a plan for services that the Customer desires in connection with a transition period to its new system. In the event the transition plan requires S&S to provide services in addition to its standard support services under this Agreement (and provided that S&S agrees to provide such services), Customer shall pay S&S for any such services in accordance with S&S' then-current hourly or other applicable rates. Customer shall be responsible to pay S&S under the then current Annual Maintenance and Support Contract through the end of the calendar year in which the conversion is



completed; provided that, if the conversion is completed prior to June 30 of that year, S&S will prorate the fees for said final year in such manner to require the Customer's payment of six months rather than twelve months. S&S shall continue to support the Customer as outlined in the S&S Support Program through the transition period so long as the Customer continues to pay S&S the applicable fees and is not in material breach of this Agreement.

8. WARRANTIES; DISCLAIMERS; INDEMNIFICATION

- A. S&S warrants that all Application Software products delivered under this Agreement will perform in material compliance with the Documentation for the period ending thirty (30) days after System Acceptance (the "**Warranty Period**"). S&S further agrees to furnish promptly and without additional charge, all labor and parts necessary to remedy any such defect that occurs during the Warranty Period; provided that S&S must receive the notice of defect during the Warranty Period. Thereafter support of the Application Software will be performed under the S&S Support Program, provided that Customer is validly participating in the S&S Support Program and is current with all fees due to S&S in connection therewith.
- B. S&S agrees, to the extent permitted, it will pass through to the Customer any and all warranties that S&S receives from any manufacturer or supplier of any of the System Equipment. In the event that any component of the System Equipment has a defect in materials or workmanship or has an operating failure that occurs from normal use thereof, S&S shall use commercially reasonable efforts to work with the third-party supplier to provide a timely solution for the Customer.
- C. Customer acknowledges that any warranty provided by S&S is limited to the Application Software and used on the Customer's computer system listed in Exhibit 1 (Budget Detail/Notes). Customer further acknowledges that modifications made to the Application Software by Customer, and not at the direction of S&S, will void S&S' warranty of the Application Software, unless specifically stated otherwise in writing by S&S. Customer also acknowledges that S&S cannot be responsible for the Customer's use of third-party software or hardware products that are used or implemented in conjunction with S&S' Information System, including Third Party Software and Hardware, and such other systems and modules where S&S did not consult on, provide, or configure the systems.
- D. S&S represents and warrants that all Third Party Software product manufacturers, listed in the Budget Detail, have authorized S&S to grant licenses or sub-licenses to such software.
- E. S&S' obligation for breach of warranty shall include timely correction or replacement of the module or component of the Application Software that fails to conform to such warranty. In no event shall S&S be liable for any breach of warranty unless notice thereof is given to S&S by the Customer during the Warranty Period.
- F. UNDER NO CIRCUMSTANCES SHALL S&S BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF



- PROFITS, WORK STOPPAGE, SYSTEM FAILURE OR MALFUNCTION, LOSS OF DATA OR ANY OTHER DAMAGES OR LOSSES IN CONNECTION WITH THE USE OF THE INFORMATION SYSTEM OR OTHERWISE, EVEN IF S&S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION SHALL NOT APPLY WITH RESPECT TO S&S' INDEMNIFICATION OBLIGATION SET FORTH IN SECTION 8(H) BELOW OR 14(A) BELOW.
- G. To the extent permitted by applicable law, Customer's right to recover damages from S&S in connection with this Agreement, whether such damages are direct or indirect, in contract or in tort, for breach of warranties, failure to perform, infringement of intellectual property rights, loss of profits, special, incidental or other consequential damages arising from S&S' performance (or failure of performance) under this Agreement shall not exceed the total value of fees paid by Customer to S&S for the item of software or services giving rise to such liability. Nothing in this paragraph shall be construed as creating a right on the part of Customer to receive any indirect, special, incidental or consequential damages, except to the extent such damages are expressly mandated by statute.
- H. In the event there is a third party claim alleging that Customer's use of the Application Software in accordance with this Agreement constitutes an infringement of a United States patent, copyright, or trade secret, S&S shall, at its expense, defend Customer and pay any final judgment against Customer or settlement agreed to by S&S on Customer's behalf; provided that Customer promptly notifies S&S of any such claim or proceeding and shall give S&S full and complete authority, information, and assistance to defend such claim or proceeding. S&S shall have sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement, provided that S&S shall consult with the Customer regarding any settlement of the claim.

In the event that the Application Software product is finally held to be infringing and its use by the Customer is enjoined or S&S deems that it may be held to be infringing, S&S shall, at S&S' election: (1) procure for the Customer the right to continue use of the Application Software; or (2) modify or replace the Application Software so that it becomes non-infringing; or (3) in the event S&S determines that (1) or (2) is not commercially practicable, S&S may terminate the license with respect to the infringing module and refund or credit to Customer the license fees paid by Customer under this Agreement in connection with such module, less a pro rata credit for each full or partial month of the ten (10) year period and Customer shall return the original and all whole or partial copies of the module and related Documentation.

S&S shall have no liability hereunder if the Customer has modified the Application Software in any manner without the prior written consent of S&S.

The foregoing states S&S' entire liability, and the Customer's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade secret, or other property interest rights relating to the Information System, or any part thereof, or use thereof.



- I. The warranties contained in this Section 8 are in lieu of all other warranties, express or implied. S&S' express warranties shall not be enlarged, diminished or affected by, and no obligations or liabilities shall arise out of, S&S' rendering of technical or other advice or service in connection with the Third Party Software, Hardware and any other products. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, S&S DISCLAIMS AND EXPRESSLY WAIVES ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE WITH RESPECT TO THE GOODS OR SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, AND THAT CUSTOMER HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY SET OUT HEREIN.

9. SOURCE CODE ESCROW

Upon Customer request throughout the Term, S&S shall supply a sealed Source Code tape for the Application Software (including any Upgrades) licensed hereunder. In such event, the sealed Source Code tape shall be provided to an escrow agent pursuant to an escrow agreement mutually agreeable to the parties. Customer shall be responsible for all fees payable to the escrow agent or otherwise incurred as a result of the escrow agreement. The escrow agreement shall specify that the Source Code may be made accessible to the Customer only in the event that S&S (a) whether directly or through a successor or affiliate, shall cease to be in the software business, (b) upon no less than sixty (60) days written notice (in addition to any notice requirement set forth in Section 11(B) refuses to fulfill its support obligations under this Agreement, or (c) should be declared bankrupt or insolvent by a court of competent jurisdiction. The Source Code supplied pursuant to this Section shall be subject to each and every restriction on use and disclosure set forth in this Agreement, and the Customer acknowledges that the Source Code and its associated documentation is the property of S&S and will use its best efforts to prevent unauthorized use or disclosure of the Source Code.



10. CONFIDENTIALITY

- A. S&S and Customer shall each hold the other's Confidential Information in confidence. Neither party shall make the other's Confidential Information available in any form to any third party or use the other's Confidential Information for any purpose other than as specified in this Agreement. Information shall not constitute Confidential Information if it is publicly known or in the public domain through no breach of this Agreement by Customer or S&S. Neither party's obligations of non-disclosure and non-use shall extend to information that is required to be disclosed or requested in connection with any judicial or quasi-judicial proceeding, including, but not limited to, any administrative proceedings or public records requests, provided the disclosing party shall give the other party reasonable notice of its intention to disclose information.
- B. This Agreement does not diminish, revoke or supersede any existing confidentiality, non-disclosure or similar agreement between the parties. The obligations of the parties set forth in this Section are in addition to the obligations of the parties set forth in any existing confidentiality, non-disclosure or similar agreement or otherwise arising under applicable law. In the event that this Section is in conflict with any provision of an existing agreement covering confidentiality or non-disclosure obligations, the provision that provides stronger protection to the disclosing party shall govern.

11. TERMINATION, CANCELLATION OR MODIFICATION

- A. This Agreement shall automatically terminate, and the license granted hereunder shall be automatically revoked, at such time as (i) Customer ceases to use the Application Software; or (ii) Customer breaches this Agreement in such manner that adversely impacts S&S' proprietary rights in the Application Software and fails to cure such breach upon notice pursuant to Section 11(B) below.
- B. This Agreement may not be canceled or modified except by the written mutual consent of both parties or as otherwise provided in this Agreement. If either party is in material breach of any of the terms and conditions of this Agreement, the aggrieved party shall give written notice thereof, including a reasonably detailed statement of the nature of such breach, to the breaching party. The breaching party will have thirty (30) days after notice is given to cure such breach or, if the breach cannot reasonably be cured within thirty (30) days, the breaching party shall provide a written estimate of the time needed to cure such breach, shall commence to cure such breach within ten (10) days of notice from the aggrieved party and shall diligently continue to prosecute such cure to completion. If the breaching party fails to cure, commence to cure in a timely manner, or diligently prosecute such cure to completion, the aggrieved party, at its option, shall be entitled to terminate this Agreement or suspend its performance under the Agreement for as long as the breach remains uncorrected, and avail itself of any and all remedies available under this Agreement.



- C. Upon termination of this Agreement, Customer shall cease use of the Application Software and return to S&S or destroy all copies of the Application Software and all Documentation in the Customer's possession or under its control. Within ten (10) days after termination of this Agreement, Customer shall send written confirmation to S&S, by first class certified mail, return receipt requested, that Customer (i) has completed such destruction or return of the Application Software and Documentation; (ii) has not permitted any improper disclosure, use of, or access to the Application Software or Documentation; and (iii) acknowledges and agrees that Customer remains bound by the confidentiality provisions set forth in Section 10 of this Agreement. Customer agrees that S&S shall have the right to disable the Application Software upon the termination of this Agreement; provided that S&S shall not disable the Application Software if the Customer is contesting the termination of this Agreement in good faith and Customer continues to pay all fees required by this Agreement and any future agreements when due. In the event that the Customer contests the termination in good faith, the parties shall use their best efforts to promptly resolve the dispute.

12. SEVERABILITY

In the event that a court of competent jurisdiction holds that a particular provision or requirement of this Agreement is in violation of any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of such law or is not otherwise unenforceable and all other provisions and requirements of this Agreement shall remain in full force and effect.

13. DISPUTE RESOLUTION

In the event of a dispute under this Agreement (except any dispute involving confidentiality or infringement, in which case the non-breaching party is not barred from directly pursuing any legal remedy available to it, including litigation), S&S and Customer agree that they will work together in good faith in the following manner: first, to resolve the matter internally by discussions among the persons who are responsible for the particular issue; second, to resolve the matter internally by discussions among the executives of the parties; and third, if the first two methods are not successful, to attempt to resolve the dispute by means of mediation. Except as otherwise stated in this Section, any dispute, issue, conflict, or controversy arising from, under or in relation to this Agreement which cannot otherwise be resolved by the parties shall be subject to mediation. The mediation shall occur at a location in the State of Alabama (or another mutually agreeable state) agreed to by the parties. The mediation shall be conducted by an impartial mediator who has experience with computer software contract disputes and who is acceptable to both parties. The parties shall engage in mediation in good faith and use commercially reasonable efforts to resolve their dispute via mediation. If, after using such efforts, the parties have not resolved their dispute, either party may, at its option, resort to litigation. The mediation will commence upon 90 days' written notice of a demand for mediation or such other date agreed to by the parties. If one party unilaterally refuses to commence mediation within said time frame, the other party shall no longer be bound to mediation and may, at its option, initiate litigation. Each party shall be responsible for its own attorneys' fees and all costs of mediation shall be borne equally by the parties.



14. MUTUAL INDEMNIFICATION

- A. S&S agrees to indemnify, defend and hold harmless the Customer, its directors and officers, and its employees and agents (collectively, the **“Customer Indemnified Parties”**) from any and all claims, costs, expenses (including reasonable attorneys’ fees), damages, liabilities or judgments, relating to injuries to persons or damage to property to the extent that the same arise out of the work or activities of S&S or its employees, subcontractors, or agents in connection with the Project. Notwithstanding the foregoing, S&S shall have no obligation under the foregoing sentence if the claim, cost or other item was due to the negligence of the Customer or any of the other Customer Indemnified Parties. Notwithstanding the final sentence of section 8(F), S&S total liability under this section 14(A) shall be limited to the amount of insurance coverage available to S&S under its insurance policy described in section 15 below.
- B. Customer agrees to indemnify, defend and hold harmless S&S, its directors and officers, and its employees and agents (collectively, the **“S&S Indemnified Parties”**) from any and all claims, costs, expenses (including reasonable attorneys’ fees), damages, liabilities or judgments, relating to injuries to persons or damage to property to the extent that the same arise out of the work or activities of Customer or its employees, subcontractors, or agents in connection with the Project. Notwithstanding the foregoing, Customer shall have no obligation under the foregoing sentence if the claim, cost or other item was due to the negligence of S&S or any of the other S&S Indemnified Parties. Customer’s total liability under this section 14(B) shall be limited to the amount of insurance coverage available to Customer under its then-current commercial general liability insurance policy.



15. INSURANCE

S&S represents that the Certificate of Insurance attached hereto as Exhibit 5 (Certificate of Insurance) (the “**Certificate of Insurance**”) properly reflects the insurance coverage that S&S currently has in place for commercial general liability, workers’ compensation, and errors and omissions policies.

16. FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from major substantive acts beyond the control of such party. Such acts shall include, for example, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations superimposed after the fact, earthquakes or other natural disasters.

17. NOTICES; PARTY REPRESENTATIVES

All notices required or permitted to be given hereunder shall be in writing and shall be delivered in hand or sent by first-class mail, postage prepaid, or by a nationally recognized overnight courier, to the parties at the following addresses or other such address or addresses as to which a party shall have notified the other party in accordance with this Section:

If to S&S:

Systems & Software, Inc.
426 Industrial Avenue, Suite 140
Williston, Vermont 05495
Attention: General Manager

If to Customer:

Attention: _____

_____ shall act as representatives of the Customer, and the General Manager shall act as representative of S&S with respect to this Agreement. These persons shall have the authority to transmit instructions, receive information, interpret and define policies and make decisions with respect to the Project. Additional and substitute representatives of S&S and the Customer may be added by written notice of one party to the other.

18. INDEPENDENT CONTRACTORS

The relationship of the parties is that of independent contractors, and nothing herein shall be construed to create a partnership, joint venture, franchise, employment, or agency relationship between the parties. Neither party shall have any authority to enter into agreements on behalf of the other or to bind or obligate the other in any manner.



19. NAMING THE CUSTOMER AS A REFERENCE; PRESS RELEASE

Customer agrees that S&S may, at its option, name Customer as a reference for prospective customers and identify Customer as a customer for S&S' promotional purposes, including without limitation in press releases, on S&S' web site, and in presentations to prospective customers. Customer agrees to work with S&S to plan and conduct demonstrations of the Application Software for prospective S&S customers at the Customer's offices; provided that S&S shall provide reasonable notice to Customer in advance and shall coordinate with Customer to ensure that the demonstration does not disrupt Customer's business. S&S agrees that timing and number of requests for demonstrations to prospective S&S customers at the Customer site shall be not be unreasonable.

20. GOVERING LAW; JURISDICTION; VENUE

This Agreement shall be governed by the laws of the State of Vermont, without giving effect to the principles of conflicts of laws. Each party consents to exclusive jurisdiction and venue in the state and federal courts sitting in Chittenden County, Vermont. Each party waives all defenses of lack of personal jurisdiction and forum nonconveniens.

21. ENTIRE AGREEMENT

This Agreement, including the Exhibits attached hereto, constitutes the entire agreement between the parties with respect to the Information System. Accordingly, all prior agreements, representations, statements, negotiations and undertakings are hereby superseded, except as otherwise specified in Section 10(B) above.

22. BINDING EFFECT; ASSIGNMENT.

This Agreement shall be binding upon and inure to the benefit of S&S and the Customer and their permitted successors and assigns. Neither party may assign this Agreement or any right or interest under this Agreement, nor delegate any work or obligation to be performed hereunder, without the other party's prior written consent. Notwithstanding the foregoing, either party may assign this Agreement to its successor, without the other party's consent, in the event of a sale of substantially all of its assets or in the event of a merger pursuant to which substantially all of its assets are transferred to the surviving entity, as long as said successor assumes all liabilities and obligations hereunder.

23. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original document, but all of which counterparts shall together constitute one and the same instrument.



24. EXHIBITS

The following Exhibits, attached hereto and incorporated herein by reference, form a part of this Agreement:

- Exhibit 1 - Budget Detail/Notes
- Exhibit 2 - Payment Schedule
- Exhibit 3 - S&S Software Maintenance & Support Guidelines
- Exhibit 4 - Statement of Work (SOW)
- Exhibit 5 - Certificate of Insurance

IN WITNESS WHEREOF, the parties accept and agree to the terms of this Agreement.

Systems & Software, Inc.

Customer

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



S&S ATTACHMENT 2: SAMPLE SUPPORT AND MAINTENACE AGREEMENT

Systems & Software Support Program General Guidelines

Attachment 2

Effective January 1, 2015

Standard Support Offering

S&S' objective is to ensure that customers are fully satisfied at all levels of interaction, each and every time customers engage with S&S. Client Support is responsible for answering inquiries for areas related to the operation of all licensed enQuesta modules and, more specifically, for the business processes/ features which are already in production, delivering fixes, error corrections, or corrective procedures for the supported versions (the current version and the most recent release just prior to the current version of the application) of enQuesta. S&S' Client Support Analysts will provide support via phone, email, or through use of WebEx or Lync.



Client Support Desk – Hours of Operation

(8:00 am – 5:00 pm Customer Local Time - Monday - Friday)

Methods of Contact for Client Support Desk

- My enQuesta
- Email – support@ssivt.com (please note that if an issue is sent to an individual team member or to an address such as Dedicated Support, S&S cannot/will not guarantee a response)
- Phone @ 800.655.8810
- Fax – 802.865.1171 (to send screen shots or additional information as required)

Submission of Issues:

When a customer reports an issue (we recommend each customer assign only 1-3 key individuals be responsible for submitting issues to Client Support to maintain consistency), the issue will be assigned a Test Track Pro Number (TTP#). Time and priority commitments for response to operational critical issues during regular business hours (8:00 am – 5:00 pm Customer Local Time) are detailed in Exhibit 2 of the contract dated 12/17/13.

If the customer is looking for the status of an *existing* issue, the customer should not call a Client Support team member directly. Customers must contact the Client Support Desk (contact information noted above) or the customer's Customer Advocate (contact information noted below).

S&S requires that customers log all new issues through the Client Support Desk, so that S&S will be able to efficiently serve the customer. The customer should not attempt to contact specific S&S personnel to log new issues, as personnel may be out of the office due to customer engagements, vacation or illness. If the proper procedure is not followed by the customer, S&S cannot guarantee that new issues will be handled efficiently. S&S also enforces this practice for auditing purposes (every issue must be logged).

When submitting an issue, S&S asks that the customer's end user provide the following information to facilitate a quicker diagnose/cause:

1. A complete description of the issue
2. Can the issue be re-created?
3. The exact steps of what the user was doing when he/she received an error or ran into a problem
4. Screen shots of the error received
5. User's login information
6. Has the overall utility experienced any network issues recently, power outages, etc.
7. Contact information (email and phone # for employee who understands the issue)

In terms of performance related issues, we will only research an issue once it has been proven by the customer that the issue is not at all related to the customer's internal network. (The customer's network administrator can use utilities such as *ping* or *tracert* on *Unix*, and *tracert* on *Windows* to measure latency across the network. An alternative option would be to measure performance host to host which can be accomplished using FTP to transfer a 1 GB file and time the result. The actual time in transfer speed in MB/sec should be compared to the theoretical maximum throughput of the networking hardware/link. Measurements can be taken between the client



computer and the application server as well as between the application server and the database server.) Assuming the performance encountered is not a customer network issue, when submitting the issue to the S&S Support Desk, please include the following information:

Is enQuesta slow for everyone or just one person?

- a. If for everyone:
 - i. Is a Cognos report or reports running and/or what time was the last Cognos report kicked-off?
- b. If for one person:
 - i. User's login information
 - ii. What he/she was doing exactly prior to and when the performance issues occurred (this includes if he/she was doing something on the internet or if he/she was running any other applications)
 - iii. How many sessions does the user have open

Is the issue just impacting the Call Center or all locations (if utility has multiple locations)?

Once the customer has requested an issue be moved to Production, S&S will close the issue. If problems surface within a 24-hour period post closing, the issue will be re-opened. If problems surface post this initial 24-hour period, a new TTP will be opened to address it.

enQuesta Modules (* indicates what has been purchased and no * indicates what has not been purchased)

- **Account Management***
- **enQuesta Document Designer***
 - **To preserve/maintain performance when utilizing Document Designer, it is recommended that the Customer print bills in batches of 500-1000 pages (versus one large 10,000 page document).**
 - It is recommend that when printing from Adobe Reader, the Customer use a printer with a PCL print driver instead of PostScript.
 - Currently, there is not an automated purge process for generated and archived PDFs, but S&S can manually purge as needed. Please contact the Client Support Desk if this is required.
- **Utility Billing – Water, Sewer***
- **Budget Billing**
- **Job Scheduler***
- **Rate Management***
- **Financial Management***
- **Skeletal GL***
- **Miscellaneous A/R**
- **Credit & Collections***
- **Auto-Void/ReConnect**
- **Device Management (Meter Management, ERT Management, Meter Reading Management)***
- **Backflow Management**
- **Automated Workflow***



- **Workflow Scheduling**
- **New Service***
- Work Queue*
- **enQuesta WebConnect***
- **enQuesta PayConnect***
- **enQuesta Go (Smart Apps)**
- **enQuesta Link (Mobile Service Orders)**
- **enQuesta Mobile**
- **Security & Auditing***
- **Administrator's Portal***
- **enQuesta Reporting (Standard)***
- **enQuesta BI Reporting***
 - *Ad-hoc report writing with third-party tools such as Cognos 10, Cognos 8, Cognos ReportNet or Cognos Impromptu is the responsibility of the customer. This includes the creation of reports and all subsequent modifications including those resulting from changes in versions of enQuesta or the third-party reporting tool. To facilitate this process, S&S will maintain the Knowledge Base/ Catalog/ Meta data/ eQL/ data dictionaries and provide support for general questions.

It is highly recommended that customers appoint a core group of persons to become entirely familiar with all aspects of the enQuesta applications and the KnowledgeBase/Catalog/Meta data/ eQL/ data dictionaries, such that these individuals become subject-matter experts within the customer's organization.

S&S is not able to provide support on any reports or SQL statements that include data from third party databases (unless the required IBM Cognos License has been purchased through S&S and the "other" databases have been clearly identified). This includes any enQuesta data that is maintained for internal purposes outside of the enQuesta Production or enQuesta Train databases, as well as any SQL statement created against a non-enQuesta database. Also, please note that with the current Cognos license structure, any data source created inside Cognos Connection that is not in reference to enQuesta data is out of compliance with the customer's license agreement through IBM Cognos unless the customer has purchased an Enterprise License through S&S or Cognos directly.

- **enQuesta BI Dashboards**
- **enQuesta Cashiering***
- **iNovah Cashiering**
- **My enQuesta – Customer Facing**
- **enQuesta Chat**
- Conservation Management
- MeterSense
- enQuesta Landlord/Tenant (Revert)



- enQuesta FMS
- On-Line Utility Exchange
- Data Archiving
- Disaster Recovery

My enQuesta

The intent of My enQuesta is to be your one-stop shop for all of your Support and overall Customer Community needs. My enQuesta is where the customer is able to gain access to:

- Documentation by module
- Open issue status
- Train refresh requests
- S&S organization chart
- Customer contact Information
- Knowledge sharing between customers
- enQuesta knowledgebase
- Blogs
- Enhancement requests
- User group exchanges
- Announcements
- Maintenance Release (MR) Information including release notes

Customer-Facing TTP

Customers have the ability to view the status of current TTPs (real-time) and enter comments/ questions/ updates for each individual TTP. Customers also have the ability to log new TTPs.

Annual Customer Training Conference (formally known as the User Forum) Attendance

As part of the customer's maintenance agreement, the customer is allowed to send one employee to the Annual User Conference and the admission fee will be waived. If a customer elects to send more than one user, there is an admission fee of \$850 - \$1000 per person. The 2015 Training Conference will be held 10/22/15 (Tuesday for pre-conference meetings) – 10/25/15 in Atlanta, GA.

User Group Attendance

Each customer can have as many employees attend/participate as they would like. S&S currently has two regional User Groups. S&S encourages regular exchanges via My enQuesta, and User Groups typically meet in person 1-2 times annually.

- *Pacific User Group* – Sean Dunphy – Azusa, Redlands, Santa Ana, South Coast, Sunrise, Valencia, Ventura, Anaheim, Riverside



- *East of the Mississippi User Group* – Shannon Litchfield – Arlington, Atlanta, Augusta, Clarksville, El Paso, EPB, Greensboro, Mobile, Metro, Montgomery, Shreveport, Akron, Central Arkansas Water, Detroit, Marquette, Milwaukee, Minneapolis, SEMCO, Freeport, Nassau, Mayville, Tupper Lake, Massena, Wolfeboro, Unitil

Executive Steering Committee (ESC)

The intent of the Executive Steering Committee is to have Executive-level representation (one Executive per utility) from our customer base that will:

- Provide advice, insight and assistance to S&S' direction
- Help S&S ensure our products and services meet the changing demands of the utility industry
- Ensure S&S is properly leveraging expertise and experience
- Ensure S&S has the proper structure, processes and communication mechanisms to meet expectations
- Assist in our mutual successes and a win-win situation

* The intent is to have quarterly meetings (two via WebEx and two face-to-face).

Monthly WebCasts

Webcasts are scheduled to be conducted online via WebEx. These webcasts can be used to provide company/corporate updates, promote user group interaction, allow for a discussion arena on selected topics, and serve as training sessions. Each customer can have as many employees attend/participate as they would like. Proposed topics for 2015 include:

- January – New Sites
- February – Work Order Management
- March – Credit & Collections
- April – Connecting w/Your Customers
- May – enQuesta GO!
- June – Reporting
- July – iNovah Cashiering
- August – MeterSense
- September – enQuesta Link
- October - N/A Due to Annual Training Conference
- November - Billing
- December – What to Expect in 2016

Client Support Organization

- Kate Labor – VP Client Support
 - Peggy Klimas, Senior Client Support Analyst
 - Diane Atkins – Technical Services Manager
 - Brad Delphia – Software Deployment Specialist



- Doug LeBlanc – Software Deployment Specialist
- Carol Braden – DBA
- Paul Vidal - DBA
- Vidya Maram – Senior DBA
- Clint Grimes – System Administrator Team Lead
 - Shawn Patrick – System Admin
 - Art Gwozdz – System Admin
- Mike Lamontagne – Director, Client Support
 - Kiley Fletcher – Client Support Analyst
 - Shannon Woodworth – Client Support Analyst
 - Mary Reedy – Client Support Analyst
 - Kellianne Sutton, Client Support Analyst
 - Dale Hadley, FMS Client Support Analyst
 - Matt Bellew, West Coast Client Support Analyst
 - Bill Farmer – Implementation Consultant
 - John Underhill – Implementation Consultant
- Adam Smith – Director, Engineering & Development
 - Katrina Myers – Software Development Manager
 - George Hayes, Senior Software Analyst
 - Kevin Slavens, Software Development Engineer
 - Rick Cross, Software Development Engineer
 - Liz Gretch, Software Development Engineer

Other Key Support Resources:

- Tyler Carr, Software Development Manager
- Lori Sargent, Software Development Manager
 - Ashley Baker – Cognos BI Reporting

Support Team Assignment

- Client Support – The entire Client Support team works collectively to resolve your TTPs.
- Client Advocate – **Kate Labor** – Your Client Advocate is the person whom is aware of your overall issues, is responsible for holding open issue review calls, is responsible for scheduling maintenance releases (MR)/train refreshes on your behalf, and may attend Business Process Analysis trips (one trip per year is convered under maintenance).
- Account Management – **Shannon Litchfield** – Your Account Manager is the person whom is aware of your overall issues, is responsible for holding open issue review calls as required, can serve as an escalation point, is responsible for gathering requirements and putting together small and large project quotes and upgrades, is responsible for scheduling maintenace releases (MR)/train refreshes on your behalf, and may attend go-live project events.



- Account/Executive Sponsor – **Raja Mukherjee** - Your Account Sponsor is the individual who has an understanding of your current state, future projects, can serve as an escalation point, and will hold on-site meetings as required (typically one visit per year).



Escalation Path 8:00 AM – 5:00 PM Customer Local Time – Monday - Friday

Escalation Level – 1	S&S Support Desk	800.655.8810 or support@ssivt.com	Expected Response Time – 2 Hours *Showstopper Issue Response Time – 15 minutes	*If you do not receive a response or the response you receive is unsatisfactory, please escalate to the next level.
Escalation Level – 2	Account Manager, Shannon Litchfield	802.999.4774 or shannon.litchfield@ssivt.com	Expected Response Time – 1 Hour *Showstopper Issue Response Time – 15 minutes	*If you do not receive a response or the response you receive is unsatisfactory, please escalate to the next level.
Escalation Level – 3	VP, Client Support, Kate Labor	802.233.2959 or kate.labor@ssivt.com	Expected Response Time – 1 Hour *Showstopper Issue Response Time – 15 minutes	*If you do not receive a response or the response you receive is unsatisfactory, please escalate to the next level.
Escalation Level – 4	General Manager, Raja Mukherjee	802.233.9012 or raja.mukherjee@ssivt.com	Expected Response Time – 1 Hour *Showstopper Issue Response Time – 15 minutes	



Third-Party Software/Hardware Support

Customer Responsibilities:

<p>VPN Connection</p>	<p>Customers are required to have a broadband internet connection (cable, T1 or higher). S&S must be given inbound internet access (from S&S to customer) via a Cisco ASA5505 VPN or similar device that S&S will configure, in order to access servers on the customer premises that relate to access to or support of enQuesta. Minimal firewall entries will be needed to allow a connection to S&S' Cisco VPN. S&S can also connect to a qualified Firewall device that is on the customer's existing LAN. Currently S&S uses and supports IPSEC 3DES with 168-bit encryption with NAT supported.</p>
<p>Back-Ups</p>	<p>In the event of an operating system failure, you will need to reinstall the operating system, either from original OS media or — preferably — from an operating-system backup created using an Enterprise Backup Solution. We recommend the Enterprise Solution alternative because it preserves OS level file changes that may have occurred <i>since</i> the original OS installation as well as system-level user, group, password, device, and configuration information.</p> <p>If an Enterprise Backup Solution is implemented, we recommend executing cumulative operating-system backups on weekdays and a full operating-system backup every weekend. If you create an operating system backup, use a rotating pool of media, keeping at least two weeks of prior system backups for recoverability.</p> <p>Create system backup tapes at the following times:</p> <ul style="list-style-type: none"> o <i>Weekly</i> or more often o Before and after operating system and hardware upgrades <p>We recommend checking backup tapes immediately to ensure that the backup was successful. The Customer will need to make sure there are no error messages, and that all features and programs are listed. If the backup is successful, write-protect the tape with the toggle provided. If the backup is unsuccessful, the Customer will need to re-complete it.</p> <p><i>*The customer should always contact S&S first if there is a need to restore data from a backup. S&S will assist the customer with the restoration process.</i></p>
<p>*For all other tasks, please review the <i>enQuesta System Administration Guide</i> located within the documentation portal on My enQuesta.</p>	
<p>Printers</p>	<p>Verify defined printers are current and remove any that are obsolete.</p>



	<p>Supported enQuesta Printers:</p> <ul style="list-style-type: none">• Laser Printer (not dot matrix other impact type, or pin-feed)• TCP/IP Network Interface• PostScript queue <p>Hewlett-Packard LaserJet Printers and selected Network printers. For specific model information, contact S&S Technical Support.</p> <p>High-Volume Printers - Billing</p> <ul style="list-style-type: none">• Laser Printer (not dot matrix, other impact type, or pin-feed)• TCP/IP Network Interface• PostScript queue <p>For CASS Certification or Barcode printing:</p> <ul style="list-style-type: none">• POSTNET fonts• PCL queue <p>For Automated Lockbox or Scanline Processing:</p> <ul style="list-style-type: none">• OCR Scanline fonts <p>Cash Receipt Printers Point-of-Transaction Printing</p> <ul style="list-style-type: none">• TCP/IP network connection: <p>Because the Ithaca 93cx is not TCP/IP compatible, HP JetDirect Boxes are used to interface them to the IP network.</p> <ul style="list-style-type: none">• PCL queue Ithaca Series 90 Model 93CX <p>*Please note that S&S can no longer be responsible for setting up printers and/or establishing print queues as part of standard support.</p>
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Work Station Requirements	Work Station	Recommended System
	Operating System	Windows 7/8
	Processor	4th Generation Intel® Core™ i5
	RAM	4+ GB
	Screen Resolution	1366 x 768
	Disk	100 MB (free)
	LAN Speed	100 Mbps
	Browser	IE11
	PDF Viewer	Acrobat Reader (latest ver. at the time of installation)
	<p>*Please note S&S does not offer support related to Windows and other PC desktop systems support, communications or infrastructure support.</p>	

S&S Responsibilities:

<p>1st Line of Support for IBM/Dell Hardware purchased by S&S</p>	<p>S&S will initiate trouble tickets with the customer’s respective hardware vendor if S&S is unable to resolve the error. This applies only to hardware purchased by S&S for the customer. Typically, hardware vendors require that the person or organization that purchased the original hardware or the organization holding the current maintenance agreement initiate the trouble tickets.</p> <p>*If the customer owns IBM equipment, per IBM, the customer must have a maintenance contract if they want to be able to use the “intellectual property” associated with the hardware. If there is not a valid contract in place, and an issue arises, the customer will be charged time and materials by IBM. S&S cannot re-instate maintenance contracts with IBM at the time an issue arises – maintenance can only be reinstated post issue resolution and penalty fees will also be assessed by IBM, which are quite substantial.</p>
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Hardware Specs	S&S can complete hardware specs as required and provide quotes for new hardware/on-going maintenance.
Third-Party Support – Microfocus, RLDT, JBOSS, Winfast, Ghostscript, RedHat, IBM Cognos, Kubra, SII, Invoice Cloud	<p>First-line diagnostic support for third-party vendors with whom S&S is associated or whose products are integrated within enQuesta. This only applies to third-party software that is under one of S&S' contracts and with which the customer does not have a separate support agreement.</p> <p>*Please note that S&S cannot offer support for situations which reflect the customer's use of third-party vendors over which S&S has no direct responsibility, such as bill-print houses, banks, AMI vendors, or other such third-parties.</p>
Support of all enQuesta Environments	Production, Train, and Test environments as required.
File System Usage	File System monitoring to ensure adequate space is available for enQuesta processing.
Operating System (OS) Maintenance	<ul style="list-style-type: none"> ▪ OS Patching within the current version installed ▪ Troubleshooting and Resolution of OS-related issues ▪ Third-party upgrades/patches



<p>System Monitoring– Nagios/Watchman</p>	<p>Nagios is a system monitoring tool which will allow for the following:</p> <ul style="list-style-type: none"> • Alerting of error conditions • Remote operation execution • Detection of changed files <p>The Nagios server is hosted on the S&S network.</p> <p>S&S will utilize this tool to monitor the following core services:</p> <ul style="list-style-type: none"> • Disk Storage Capacity • JBOSS – Up/Down, Memory and Thread use • Back-Up Completed/Failed • Oracle Up/Down • eRC Up/Down • IVR Webservice • WebConnect Availability • Server Paging Excessively • # of Sessions per/User Exceeds X • Server Re-Boot Required
<p>Disaster Recovery Annual Test</p>	<p>If the customer has a disaster recovery solution in place, S&S will conduct one annual test with the customer. This will need to occur over a weekend and will need to be scheduled 3 months in advance of the desired date.</p>

S&S Responsibilities (Imbedded Oracle Support):

<p>Database Security Patching/Upgrades (when required)</p>	<ul style="list-style-type: none"> ▪ Monitoring Oracle published alerts ▪ Installing and testing patches in Test/Train/Production environments
<p>Performance Monitoring and Tuning</p>	<ul style="list-style-type: none"> • Monitoring and adjusting Oracle database parameters to enhance application performance as needed • SQL Tuning
<p>Instance Administration</p>	<ul style="list-style-type: none"> ▪ Creation and monitoring standard processes for Train refreshes ▪ SQL tuning ▪ Monitoring RMAN process / Perform object recovery (when needed) ▪ Instance deletion or recreation (if needed)



Database Monitoring	<ul style="list-style-type: none">▪ Manage archive logs and audit trails▪ Tablespace monitoring to include space and fragmentation issues▪ Primary support for all Production and Train and Test instance issues▪ Identification and resolution of record locks
New Object Creation	<ul style="list-style-type: none">▪ Creation of new objects to support application enhancements as well as enterprise-wide reporting



Maintenance Releases

If a customer is on the supported version (the current version and the most recent release just prior to the current version of the application), corrective fixes will be delivered to the customer via a scheduled Maintenance Release (a maintenance release must be deployed in its entirety; parts of a maintenance release cannot be deployed). The customer is responsible for testing corrective fixes within a scheduled window before S&S will move the Maintenance Release into Production. S&S typically targets moves between Test/Train/Production within a 30-day window.

In order to ensure that the enQuesta system is kept up-to-date with enhancements and bug fixes, customers are strongly encouraged to install the then-current Maintenance Release made available by S&S as soon as it is available. If a Maintenance Release has been made available generally by S&S that addresses a particular issue and a customer subsequently contacts the S&S Client Support Desk regarding this issue but has not installed the applicable Maintenance Release, the customer will be required to install the Maintenance Release. If a customer declines to install the said Maintenance Release to remedy the issue, S&S reserves the right to charge the customer on a time and material basis at then-current rates for effort incurred to resolve the issue. Maintenance Release deployments will need to be scheduled Monday through Thursday. S&S holds a weekly meeting to review Maintenance Release requests.

*Please note that we will not be creating any additional MRs for enQuesta 3e as of 12/31/2012.

*Please note that we will not be creating any additional MRs for enQuesta 4 as of 12/31/2013.

*Please also note that when fixes are deployed to a customer's train or test environment that fall outside of a maintenance release, the customer is required to test the fix within a 30 day window. At the 30 day point, if we have not heard back from the customer, we will automatically move this fix to production.

Upgrades

Customers will upgrade to a new release of enQuesta at their discretion. Customers never incur additional enQuesta software license fees with each upgrade, meaning the software is only purchased once. However, there may be fees related to the various services necessary to perform an upgrade such as travel, training, the configuration of additional modules, or hardware upgrades based on your current operating environment and future requirements.

enQuesta is upgraded in its entirety, rather than by module, and any enhancements provided to the customer are maintained through each new version of software. Major releases of enQuesta are deployed every 24-36 months. S&S encourages customers to upgrade periodically in order to gain new enQuesta functionality and maintain current technology. S&S offers customers upgrade options within S&S' Support Program to provide flexibility, and encourages customers to maintain current versions of enQuesta.



Extended Support Offerings

Description of Offering
After Hours Support (5:00 pm – 8:00 am Customer Local Time – Monday – Friday/Weekends/Holidays) <i>*Please review Methods of Contact below</i>
IBM Cognos Licenses (Professional Author, Administrator, Consumer)
IBM Cognos Licenses (Multiple Data Sources)
IBM Cognos Report Creation
Additional enQuesta Users
Additional enQuesta Environments
Data Warehousing
My enQuesta – Customer Facing
Dedicated Support Model (Dedicated Support Staff on a per customer basis)
Additional Training Conference Attendees (beyond allotted 1 registration)
Maintenance Release Testing in Customer’s Test or Train Environment
New User Training
Set-Up of Print Queues
Nagios – Notification sent to personnel within Utility
Nagios – Additional Service Monitoring Set-Up
Website Re-Design
Disaster Recovery Implementation
Disaster Recovery Tests (additional tests post annual)
Data Archiving
Back-Up/Recovery Testing
<p>Modification/Quote Requests</p> <p>S&S requests that in cases of specific custom requests (<i>modification, customization, new features, new interfaces, and enhancements</i>) from a customer, the entire scope of such a request should accompany the inquiry. A TTP will then be created and S&S will then validate the written scope document. A Business Requirements Document (BRD) will accompany the Quote document as required. S&S requires sign-off on both the BRD and quote document to officially begin work.</p> <p>A maintenance release is typically required for all new functionality. S&S will notify the customer as to when the maintenance release the new functionality will be part of. As with all maintenance releases, the deployment will first be delivered to the customer’s Test/Train environment. Once successfully tested, the maintenance release will then be deployed to the customer’s Production environment.</p> <p>If the modification requested does not require an MR, it is expected that the customer will test the modification in their train environment within 30 days of receipt. The modification will be moved to production on day 31. When a modification remains in a customer’s train environment beyond 30 days, there is a risk of the work being over-written by the deployment of MRs, train refreshes, other code deployments, etc.</p> <p>After the new functionality has been delivered via a maintenance release to the customer’s Test/Train environment, the remaining invoice amount will be billed.</p> <p><i>*Please note that if a maintenance release is required for this new functionality, the customer must be up-to-date on their maintenance release deployments.</i></p>
Hourly Rate (for items out-of-scope of this document) - \$175/hr



After Hours Support Contact Info (not purchased):

Methods of Contact for Client Support Desk

- Phone @ 800.655.8810
- Email – support@ssivt.com (please note that if an issue is sent to an individual team member or to any other e-mail address, S&S cannot guarantee a response)
- Please do not email if you have a showstopper issue

Escalation Path 5:00 PM – 8:00 AM Customer Local Time – Monday – Friday and Weekends/Holidays

Escalation Level – 1	S&S Support Desk	800.655.8810 or support@ssivt.com	Expected Response Time – 2 Hours *Showstopper Issue Response Time – 15 minutes	*If you do not receive a response or the response you receive is unsatisfactory, please escalate to the next level.
Escalation Level – 2	VP Client Support, Kate Labor	802.858.9038 or 802.233.2959 kate.labor@ssivt.com	Expected Response Time – 1 Hour *Showstopper Issue Response Time – 15 minutes	*If you do not receive a response or the response you receive is unsatisfactory, please escalate to the next level.
Escalation Level – 3	General Manager, Raja Mukherjee	802.233.9012 or raja.mukherjee@ssivt.com	Expected Response Time – 1 Hour *Showstopper Issue Response Time – 15 minutes	



Systems & Software 2015 Holidays:

Date	Holiday
1/1/2015 Thursday	New year's Days
2/16/2015 Monday	President's Day
5/25/2015 Monday	Memorial Day
7/3/2015 Friday	Independence Day
9/7/2015 Monday	Labor Day
11/11/2015 Wednesday	Veterans' Day
11/26-11/27/2015 Thursday & Friday	Thanksgiving
12/24-12/25/2015 Thursday & Friday	Christmas



S&S ATTACHMENT 3: SAMPLE MASTER SERVICES AGREEMENT (IVR)



Master Services and Hosting Agreement

This Master Services and Hosting Agreement (this "**Agreement**") by and between Selectron Technologies, Inc, an Oregon corporation having a principal place of business at 12323 SW 66th Avenue, Portland, OR 97223, and its successors and assigns ("**Licensor**"), and _____ ("**Customer**").

Recitals

Whereas, as between Licensor and Customer, Licensor is the owner of all rights, titles, and interest in and to certain software and materials, identified more particularly in this Agreement as the "Licensed Software;" and

Whereas, Licensor wishes to grant to Customer, and Customer desires to obtain from Licensor, certain rights to access and use, and to permit authorized Customer employees to access and use the Licensed Software through Licensor's application hosting service, as more particularly described below and in accordance with the terms and conditions of this Agreement.

Now, Therefore, in consideration of the mutual promises and covenants contained herein, the parties agree to the following terms and conditions, which set forth the rights, duties and obligations of the parties:

Agreement

1. Definitions

For purposes of this Agreement, the following terms shall have the following meanings. Any capitalized terms used in this Agreement that are not defined in this Section 1 shall have the meaning given to them elsewhere in this Agreement.

1.1 "Derivative Work" shall mean a new or modified work that is based on or derived from a preexisting work, including, without limitation, a work that, in the absence of a license, would infringe the copyright in such preexisting work or that uses trade secrets or other proprietary information with respect to such preexisting work.

1.2 "Documentation" shall mean the standard documentation for the Licensed Software, as generally provided by Licensor to its other customers.

1.3 "Employee" shall mean a then-current employee of Customer.

1.4 "Intellectual Property Rights" shall mean worldwide statutory and common law

rights associated with (a) patents and patent applications; (b) works of authorship, including copyrights, copyright applications, copyright registrations, and "moral rights"; (c) the protection of trade and industrial secrets and confidential information; (d) Trademarks (as defined herein); and (e) divisions, continuations, renewals, and re-issuances of any of the foregoing, now existing or acquired in the future.

1.5 "Licensed Software" shall mean, collectively, (a) those Server Programs that are set forth in Exhibit A; (b) the Documentation; and (c) any Updates.

1.6 "Server Program" shall mean the object code form of those portions of the Licensed Software that are both designed to be installed and used on a server, and are expressly designated as "Server Program(s)" in Exhibit A.

1.7 "Service" shall mean the service by which software products and services (including, without limitation, the Server Programs) hosted on servers controlled by



Licensor and, as applicable, its designees, are made available through the Internet for remote use by third parties.

1.8 “Term” shall have the meaning set forth in Section 12.1.

1.9 “Trademarks” shall mean (a) the trademarks, trade names, and service marks used by a party, whether registered or unregistered; (b) the respective stylistic marks and distinctive logotypes for such trademarks, trade names, and service marks; and (c) such other marks and logotypes as either party may designate from time to time in writing.

1.10 “Updates” shall mean any modifications, error corrections, bug fixes, new releases, or other updates of or to the Server Programs and Documentation that may be provided or otherwise made available hereunder by Licensor to Customer during the Term.

2. Grant of License; Restrictions

2.1 Grant of License to Use Server Programs. Subject to the terms and conditions of this Agreement and the timely payment of all fees hereunder, Licensor

hereby grants to Customer a non-exclusive, nontransferable, nonsublicensable, limited license, during the Term, to access and use the Server Programs as made available by Licensor through the Service, solely in accordance with the Documentation and solely for Customer’s own internal business use. Customer may only access and use the Server Programs with valid customer identification(s) and password(s) granted to Customer by Licensor pursuant to Section 3.2. Except as set forth in this Section 2.1, no other right or license of any kind is granted by Licensor to Customer hereunder with respect to the Server Programs.

2.2 Restrictions. Customer hereby acknowledges and agrees that it shall not use the Service for any purpose other than the purpose for which Licensor has developed the Service, and that it shall use the Licensed Software and the Service in accordance with all applicable laws, rules, and regulations. Customer shall not, and shall not permit any Employee or third party to: (a) copy all or any portion of the Licensed Software or the Service; (b) decompile, disassemble or otherwise reverse engineer the Licensed Software or the Service, or any portion thereof, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Licensed Software or Service or any portion thereof, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity; (c) modify, translate, or create any Derivative Works based upon the Licensed Software or the Service; (d) distribute, disclose, market, rent, lease, sell, timeshare, assign, sublicense, pledge, or otherwise transfer the Licensed Software or the Service, in whole or in part, to any third party, or use the

Licensed Software for the commercial or other benefit of a third party; (e) remove or alter any copyright, Trademark, or other proprietary notices, legends, symbols, or labels appearing on or in the Licensed Software or the Service; (f) perform, or release the results of, benchmark tests or other comparisons of the Licensed Software or the Service with other software or materials; (g) permit the Licensed Software to be used for or in connection with any facility management, service bureau, or time-sharing purposes, services, or arrangements, or otherwise used for processing data or other information on behalf of any third party; (h) incorporate the

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Licensed Software or any portion thereof into any other materials, products, or services, or use the Licensed Software for production purposes; or (i) use the Licensed Software for any purpose other than in accordance with the terms and conditions of this Agreement. In the event of any violation of this Section 2.2, Licensor may terminate this Agreement in accordance with Section 11.2, and shall be entitled to equitable relief in accordance with Section 12.5.

2.3 Restrictions. Licensor hereby acknowledges that the Customer Materials will contain sensitive, personally identifiable information. Licensor will not disclose Customer Materials to any third-party and will maintain and use the Customer Materials only for purposes of making the Customer Materials available to Customer. Licensor will promptly delete any Customer Materials that Customer requests in writing to be deleted (except for data retention required by law).

3. Deliverables and Services

3.1 Delivery of Documentation. Licensor shall provide Customer with the Documentation according to the delivery terms and conditions set forth in Exhibit A. All deliveries under this Agreement, including, without limitation, any Documentation, shall be F.O.B. Licensor's facilities.

3.2 Customer Identification and Passwords. Licensor shall provide Customer with identification and passwords, which Customer must use to access and use the Licensed Software and/or the Service. Customer shall receive one "**Administrator Identification**" and one "**Administrator Password**" that may be used by Customer's system administrator or other qualified Employee, in accordance with the Documentation, to access certain Customer

account information and to obtain and issue individual "**User Identification**" and "**User Passwords**" for each individual Employee who shall be accessing the Licensed Software and/or the Service. Licensor and/or its suppliers or licensors shall control the issuance of each Administrator Identification, Administrator Password, User Identification, and User Password.

Customer (a) hereby acknowledges that it bears sole responsibility for protecting all Administrator Identifications, Administrator Passwords, User Identifications, and User Passwords granted in connection with this Agreement; (b) shall not provide any such information to any third party; and (c) shall remain fully responsible and liable for (and Licensor shall not be responsible or liable for) any unauthorized use of any Administrator Identifications, Administrator Passwords, User Identifications, or User Passwords.

3.3 Hosting. During the Term, Licensor and/or its designees shall host and maintain the Server Programs and the Service, and provide access thereto, subject to the terms and conditions of this Agreement.

3.4 Updates, Maintenance, and Technical Support. During the Term, Licensor shall provide Customer with (or, with respect to Server Programs, make available to Customer) Updates as they are made generally available by Licensor to its other customers, as well as maintenance and technical support, in accordance with the terms and conditions set forth in Exhibit B. Any Update provided or made available by Licensor hereunder shall be deemed part of the Licensed Software and shall be subject to the terms and conditions of this Agreement.

3.5 Further Customer Obligations. Customer shall be solely responsible for



accessing the Server Programs and the Service, and for any and all costs and fees in connection with accessing and using the Licensed Software and/or the Service, including, without limitation, Internet service provider fees, telecommunications fees, and the costs of any and all equipment used by Customer in connection with accessing the Licensed Software and/or the Service. Customer acknowledges that Licensor shall have no obligation to assist Customer in using or accessing the Licensed Software or the Service except as expressly set forth in this Agreement.

4. Fees and Payment

Customer shall pay to Licensor service fees ("**Service Fees**") in the amounts and according to the terms and conditions set forth in Exhibit A.

5. Proprietary Rights

As between Licensor and Customer, Licensor and/or its licensors own and shall retain all right, title and interest, including, without limitation, all Intellectual Property Rights, in and to the Licensed Software and the Service and any portions thereof, including, without limitation, any copy or Derivative Work of the Licensed Software or Service (or any portion thereof) and any Updates and upgrades thereto. Customer agrees to take any action reasonably requested by Licensor to evidence, maintain, enforce, or defend the foregoing. Customer shall not take any action to jeopardize, encumber, limit, or interfere in any manner with Licensor's or its licensors' ownership of and rights with respect to the Licensed Software or Service, or any Derivative Work or Update or upgrade thereto. The Licensed Software is licensed, not sold, and Customer shall have only those rights in and to the Licensed Software and Service and any

Derivative Work or Update or upgrade thereto as are expressly granted to it under this Agreement.

6. Proprietary Information

During the Term of this Agreement and after the termination of this Agreement, the parties will take all steps reasonably necessary to hold the other party's Proprietary Information in confidence, will not use the other party's Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without the disclosing party's express prior written consent. "Proprietary Information" includes, but is not limited to (a) the Licensed Software and the Service (including any and all Derivative Works and Updates and upgrades thereto); (b) all Administrator Identifications, Administrator Passwords, User Identifications, and User Passwords, Reports; (c) trade secrets, inventions, ideas, processes, formulas, source and object codes, data, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; (d) information regarding plans for research, development, new products, marketing and selling, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (e) information regarding the skills and compensation of employees. Nothing will be considered to be Proprietary Information if (1) it is readily available to the public other than by a breach of this Agreement; (2) it has been rightfully received by the receiving party from a third party without confidential limitations; (3) it has been independently developed by the receiving party without reference to or use of the disclosing party's



Proprietary Information; or (4) it was rightfully known to the receiving party prior to its first receipt from the disclosing Party. The receiving party shall be entitled to disclose the disclosing party's Proprietary Information if required by law or a judicial order; provided that the receiving party first provides prompt notice of the required disclosure to the disclosing party, and complies with any protective or similar order obtained by the disclosing party limiting the required disclosure.

7. Representations and Warranties; Warranty Disclaimer.

7.1 Mutual Representations. Each party represents and warrants to the other party that the execution, delivery and performance of this Agreement (a) is within its corporate powers, (b) has been duly authorized by all necessary corporate action on such party's part, and (c) does not and shall not contravene or constitute a default under, and is not and shall not be inconsistent with, any judgment decree or order, or any contract, agreement, or other undertaking, applicable to such party.

7.2 Limited Warranty. Subject to the limitations set forth in this Agreement, Licensor represents and warrants to Customer that the Server Program, when used in accordance with the Documentation, shall throughout the Term substantially conform to the functional specifications in such Documentation as delivered to Customer. If Customer finds what it reasonably believes to be a failure of the Server Program to substantially conform to the functional specifications in the Documentation, and provides Licensor with a written report that describes such failure in sufficient detail to enable Licensor to reproduce such failure, Licensor shall use

commercially reasonable efforts to correct or provide a workaround for such failure at no additional charge to Customer. Outside the United States, this limited warranty is only available with proof of purchase from an authorized non-U.S. source. EXCEPT FOR THE

EXPRESS WARRANTY ABOVE, LICENSOR PROVIDES THE LICENSED SOFTWARE AND SERVER PROGRAM TO CUSTOMER "AS IS" AND "AS AVAILABLE." LICENSOR MAKES NO WARRANTY THAT ALL ERRORS, FAILURES, OR DEFECTS SHALL BE CORRECTED, OR THAT ACCESS TO OR USE OF THE SERVICE OR SERVER PROGRAM SHALL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY LICENSOR, ITS AGENTS, OR ITS EMPLOYEES, SHALL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT. This Section 7.2 states the entire liability of Licensor and the sole and exclusive remedy of Customer with respect to any express or implied warranties hereunder or otherwise in connection with this Agreement, regardless of whether Licensor knows or has reason to know of Customer's particular needs.

7.3 Exclusive Warranty. THE EXPRESS WARRANTY SET FORTH IN SECTION 7.2 CONSTITUTES THE ONLY WARRANTY MADE BY LICENSOR WITH RESPECT TO THE LICENSED SOFTWARE, THE SERVER PROGRAM, THE SERVICE, AND ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. LICENSOR MAKES NO OTHER, AND HEREBY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, OR



CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, WITH RESPECT TO THE LICENSED SOFTWARE, THE SERVER PROGRAM, THE SERVICE, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT. LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. LICENSOR DOES NOT WARRANT THAT ANY USE OF OR ACCESS TO THE LICENSED SOFTWARE, THE SERVER PROGRAM, OR THE SERVICE SHALL BE ERROR-FREE OR SECURE, OR THAT OPERATION OF THE LICENSED SOFTWARE, THE SERVER PROGRAM, OR THE SERVICE SHALL BE UNINTERRUPTED, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION THEREWITH. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTY IN SECTION 7.2 OF THIS AGREEMENT. Sections 7.2 and 7.3 shall be enforceable to the fullest extent allowed by applicable law.

7.4 Defects Not Covered

Licensor shall have no obligations under Section 7.2 to the extent any nonconformance or failure of, or error in, the Licensed Software, Server Program, or Service is caused by: (a) use of any attachment, feature, hardware, software, or device in connection with the Licensed Software, Server Program, or the Service, or combination of the Licensed Software,

Server Program, or Service with any other materials or service, unless the combination is performed by Licensor; (b) transportation, neglect, misuse, or misapplication of the Licensed Software, Server Program, or the Service, or any use of the Licensed Software, Server Program, or the Service that is not in accordance with this Agreement and/or the Documentation; (c) alteration, modification, or enhancement of the Licensed Software, Server Program, or the Service, except as may be performed by Licensor; or (d) failure to provide a suitable use environment for all or any part of the Licensed Software, Server Program, or the Service.

8. Security Disclaimer

8.1 Internet Security. Licensor's Licensed Software is made available through the Internet and may be used to access and transfer information over the Internet. Customer is solely responsible for the security and integrity of information it transfers from the Licensed Software, if any. Licensor makes no representations or warranties to Customer regarding (i) the security or privacy of Customer's network environment, or (ii) any third-party technologies' or services' ability to meet Customer's security and privacy needs. These third-party technologies and services may include, but are not limited to, operating systems, database management systems, web servers, and payment processing services. Customer is solely responsible for ensuring a secure environment for information it transfers from the Licensed Software, if any. Further, Customer acknowledges and agrees that Licensor does not operate or control the Internet and that Licensor shall have no responsibility or liability in connection with a breach of security or privacy regarding the

by Warranties.



Licensed Software, Server Program, or the Service or information contained therein that is caused by (i) viruses, worms, Trojan horses, or other undesirable data or software; (ii) unauthorized users, e.g., hackers; or (iii) any other third party or activity beyond Licensor's reasonable control.

8.2 Outbound Services Disclaimer.

Outbound services are intended to create additional methods of communication to Customer's employees who use the Licensed Software and Server Program in support of existing processes. These services are not intended to replace all interaction with Customer's end users or employees. While the outbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as software, computer hardware, network services, telephone services, and e-mail. Examples of situations that could cause failure include but are not limited to: down phone lines, all lines busy, equipment failure, email address changes, Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Customer acknowledges that it is aware of the potential hazards associated with relying on an automated outbound service feature, when using the Licensed Software and Server Program, and Customer acknowledges and agrees that it is giving up in advance any right to sue or make any claim against Licensor, and that Customer forever releases Licensor from any and all liability caused by: (a) any failed call attempts (including excess of calls over and

above network or system capacity), incomplete calls, or any busy-outs; (ii) any failure to transmit, obtain or collect data from callers or for human and machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder; or (iii) if Customer, or Customer's employees, suffer injury or damage due to the failure of outbound services to operate, even though Customer does not know what or how extensive those injuries or damages might be, unless such Losses were directly attributed to Company's gross negligence or willful misconduct.

9. Indemnification

9.1 Indemnity Obligations of Licensor.

Licensor shall defend any action brought against Customer to the extent it is based on a third party claim that use by Customer of the Licensed Software as furnished hereunder, which use is in accordance with the terms and conditions of this Agreement, directly infringes any valid United States patent, copyright, or trade secret. Licensor shall pay any liabilities, costs, damages, and expenses (including reasonable attorney's fees) finally awarded against Customer in such action that are attributable to such claim, provided: (a) Customer notifies Licensor in writing of any such claim within three (3) days of learning of such claim; (b) Licensor has sole control of the defense and all related settlement negotiations; and (c) Customer cooperates with Licensor, at Licensor's expense, in defending or settling such claim (provided that Licensor shall not enter into any settlement or other compromise that materially adversely affects Customer without Customer's written



approval, not to be unreasonably withheld, delayed, or conditioned). In addition to the foregoing, Customer agrees to promptly notify Licensor of any known or suspected infringement or misappropriation of Licensor's proprietary rights of which Customer becomes aware. Should the Licensed Software, Server Program, or the Service become, or be likely to become in Licensor's opinion, the subject of any claim of infringement, Licensor may, at its option: (i) procure for Customer the right to continue using the potentially infringing materials; (ii) replace or modify the potentially infringing materials to make them non-infringing; or (iii) terminate this Agreement and provide Customer with a refund equal to the set-up fees paid by Customer, less an amount equal to the depreciated portion of such fees calculated on a five (5) year straight-line basis.

9.2 Exclusions. Licensor shall have no liability for any claim based upon: (a) the use, operation, or combination of the Licensed Software, Server Program, or the Service with non-Licensor programs, data, equipment, or documentation if liability would have been avoided but for such use, operation, or combination; (b) use of other than the then-current, unaltered version of the Licensed Software, Server Program, or Service; (c) Customer's or its agents' or Employees' activities after Licensor has notified Customer that Licensor believes such activities may result in infringement; (d) any modifications to or markings of the Licensed Software, Server Program, or the Service that are not specifically authorized in writing by Licensor; (e) any third party software; (f) any Customer Materials; or (g) Customer's breach or alleged breach of this Agreement. Customer shall pay any liabilities, costs, damages, and expenses (including reasonable attorney's fees)

awarded against Licensor in such action that are attributable to such claim provided: (i) Licensor notifies Customer in writing of any such claim within three (3) days of learning of such claim; (ii) Customer has sole control of the defense and all related settlement negotiations (provided that Customer shall not enter into any settlement or other compromise that materially adversely affects Licensor without Licensor's written approval, which shall not be unreasonably withheld, delayed, or conditioned); and (iii) Licensor cooperates with Customer, at Customer's expense, in defending or settling such claim.

9.3 This Section 9 states the entire liability of Licensor and the exclusive remedy of Customer with respect to infringement of any third-party intellectual property or other rights, whether under theory of warranty, indemnity, or otherwise.

10. Limitation of Liability

10.1 Limited Remedy. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL LICENSOR OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, OR INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR OTHER ECONOMIC LOSS ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED.

10.2 Maximum Liability. Notwithstanding anything in this Agreement to the contrary or the failure of essential purpose of any limited remedy or limitation of liability, Licensor's entire liability arising from or relating to this Agreement or the subject matter hereof,



under any legal theory (whether in contract, tort or otherwise), shall not exceed the amounts actually received by Licensor from Customer hereunder in the twelve (12) months immediately preceding the action that gave rise to the claim. Customer acknowledges that the License Fees and Service Fees reflect the allocation of risk set forth in this Agreement and that Licensor would not enter into this Agreement without the limitations on liability set forth in this Agreement.

11. Term and Termination

11.1 Term. The term of this Agreement (the “**Term**”) shall commence on the Effective Date and continue for an initial period of **five (5)** years therefrom, and shall automatically renew for successive one (1) year periods unless either party notifies the other of its intention not to renew prior to ninety (90) days before the end of the then-current term. If Customer cancels prior to the end of the initial period of **five (5)** years, all fees for the term of this agreement that are unpaid will become immediately due.

11.2 Termination for Default. If either party materially defaults in any of its obligations under this Agreement, the non-defaulting party, at its option, shall have the right to terminate this Agreement by written notice to the other party unless, within sixty (60) calendar days after written notice of such default, the defaulting party remedies the default, or, in the case of a default which cannot with due diligence be cured within a period of sixty (60) calendar days, the defaulting party institutes within the sixty (60-) day- period substantial steps necessary to remedy the default and thereafter diligently prosecutes the same to completion. Notwithstanding anything herein to the contrary, in the event Customer breaches Sections 2.2, 5 and/or 6 of this

Agreement, Licensor may immediately terminate this Agreement. Customer shall notify Licensor within twenty-four (24) hours of Customer’s becoming aware of any breach (other than by Licensor) of the terms and conditions of this Agreement, including, without limitation, any breach of Sections 2.2, 5 or 6.

11.3 Termination for Bankruptcy. Either party may terminate this Agreement if the other party (a) becomes insolvent; (b) fails to pay its debts or perform its obligations in the ordinary course of business as they mature; (c) is declared insolvent or admits its insolvency or inability to pay its debts or perform its obligations as they mature; or (d) becomes the subject of any voluntary or involuntary proceeding in bankruptcy, liquidation, dissolution, receivership, attachment, or composition, or makes a general assignment for the benefit of creditors, provided that, in the case of an involuntary proceeding, the proceeding is not dismissed with prejudice within sixty (60) days after the institution thereof.

11.4 Effect of Termination. Upon the expiration or termination of this Agreement, all rights and licenses granted to Customer hereunder shall immediately and automatically terminate. Within ten (10) days after any termination or expiration of this Agreement, Customer shall, at its sole expense, return to Licensor (or destroy, at Licensor’s sole election) all Licensed Software and Confidential Information (and all copies, summaries, and extracts thereof) then in the possession or under the control of Customer and its current or former employees. Customer shall furnish to Licensor an affidavit signed by an officer of Customer certifying that, to the best of its knowledge, such delivery or destruction has been fully effected. Termination of this Agreement by either party shall not act as a



waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms. Either party's termination of this Agreement shall be without prejudice to any other right or remedy that it may have at law or in equity, and shall not relieve either party of breaches occurring prior to the effective date of such termination. The provisions of Sections 1 ("Definitions"), 2.2 ("Restrictions"), 3.4 ("Updates, Maintenance, and Technical Support"), 4 ("Fees and Payment") (with respect to amounts accrued but as-yet unpaid), 5 ("Proprietary Rights"), 6 ("Proprietary Information"), 7 ("Representations and Warranties; Warranty Disclaimer"), 8 ("Security Disclaimer"), 9 ("Indemnification"), 10 ("Limitation of Liability"), 11 ("Term and Termination") and 12 ("General Provisions") shall survive the expiration or any termination of this Agreement.

12. General Provisions

12.1 Notices. Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement, and shall be deemed to be properly given (on the earliest of): (a) when delivered personally; (b) when sent by facsimile, with written confirmation of receipt; or (c) upon receipt three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All notices shall be sent to the address set forth below (or to such other address as may be designated by a party by giving written

notice to the other party pursuant to this Section 12.1):

12.2 Governing Law; Jurisdiction.

Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, U.S.A., without reference to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to and shall not be used to interpret this Agreement. Any dispute regarding this Agreement must be brought in the state or federal courts located in Multnomah County, Oregon, U.S.A.

12.3 Construction. This Agreement has been negotiated by the parties and their respective counsel. This Agreement shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either party.

12.4 Attorneys' Fees. If any legal action is brought relating to this Agreement or the breach hereof, the prevailing party in any final judgment shall be entitled to the full amount of all reasonable expenses, including all court costs and actual attorney fees paid or incurred in good faith.

12.5 Injunctive Relief. In the event that Customer breaches any provision of Sections 2, 5, or 6 or any other material provision of this Agreement, Customer acknowledges and agrees that there can be no adequate remedy at law to compensate Licensor for such breach, that any such breach will allow Customer or third parties to compete unfairly with Licensor resulting in irreparable harm to Licensor that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, Licensor shall be entitled to injunctive and other appropriate equitable relief (without the necessity of proving actual damages or of posting a bond or other security), in addition

This



to whatever remedies Licensor may have at law, in equity, under this Agreement, or otherwise.

12.6 Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement, shall be in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

12.7 Severability. If the application of any provision of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and reformed without further action by the parties to the extent necessary to make such provision valid and enforceable. Without limiting the generality of the foregoing, Customer agrees that Section 7.3 will remain in effect notwithstanding the unenforceability of any provision in Sections 7.2 and/or 7.4.

12.8 Independent Contractor Relationship. Licensor's relationship with Customer will be that of independent contractor, and nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, or employer-employee relationship. Customer is not an agent of Licensor and is not authorized to make any representation, contract, or commitment on behalf of

Licensor, or to bind Licensor in any way. Licensor is not an agent of Customer and is not authorized to make any representation, contract, or commitment on behalf of Customer, or to bind Customer in any way. Licensor will not be entitled to any of the benefits that Customer may make available to its employees, such as group insurance, profit sharing, or retirement benefits.

12.9 Force Majeure. Except for the payment of monies due hereunder, neither party shall be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including, without limitation, acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, war, error in the coding of electronic files, Internet or other network "brownouts" or failures, power failures, novelty of product manufacture or other unanticipated product development problems, and acts of civil and military authorities; provided that such party gives the other party prompt written notice of the failure to perform and the reason therefor and uses its reasonable efforts to limit the resulting delay in its performance and to mitigate the harm or damage caused by such delay.

12.10 Public Announcements. Customer shall cooperate with Licensor so that Licensor may issue a press release concerning this Agreement; provided, however, Licensor may not release any such press release without the prior approval of Customer (which shall not be unreasonably withheld, delayed, or conditioned). However, without seeking prior approval in each instance, Licensor shall have the right to use Customer's name as a customer reference, and to use Customer's trade name on Licensor's customer lists.



12.11 U.S. Government Rights. (a) The Licensed Software, Server Program, and Service are “commercial items”, as that term is defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation”, as such terms are used in 48 C.F.R.

12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, the Licensed Software, Server Program, and Service are licensed to any U.S. Government End Users (i) only as a commercial end item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Manufacturer is Selectron Technologies, Inc., 12323 SW 66th Avenue, Portland, OR 97223, USA. This Section, consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202 is in lieu of, and supersedes, any other Federal Acquisition Regulation, Defense Federal Acquisition Regulation Supplement, or other clause or provision that addresses United States Government rights in computer software, technical data, or computer software documentation.

(b) The parties agree that, in the event that Customer is a governmental entity, all other state and local governments within Customer’s state may purchase a license from Licensor to use the Licensed Software and Server Program and may purchase the Service, under the same terms and conditions as set forth in this Agreement by entering into a master services and hosting agreement with the same terms and conditions as set forth herein with Licensor.

12.12 Export Controls. The Licensed Software, Server Program, and the Service

are subject to the export control laws of the United States and other countries. Customer may not export or re-export the Licensed Software, Server Program, or Service, unless Customer has first obtained Licensor’s prior written permission and the appropriate United States and foreign government licenses, at Customer’s sole expense. Customer must otherwise comply with, and contractually require that all of its employees comply with, all applicable export control laws and regulations in the use of the Licensed Software, Server Program, and the Service. None of the Licensed Software, and no part of the Service, may be downloaded or otherwise exported or re-exported (a) into any country for which the United States has a trade embargo, or (b) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Commerce Department’s Denied Persons List. Customer represents and warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list. Customer shall defend, indemnify and hold Licensor and all successors, assigns, affiliates, suppliers, and each of their officers, directors, employees, and agents harmless for, from, and against any and all claims, allegations, damages, liabilities, and costs and expenses (including without limitation attorneys’ fees and costs) arising out of Customer’s violation of such export control laws. Licensor further agrees to comply with the United States Foreign Corrupt Practices Act, as amended.

12.13 Captions and Section Headings.

The captions and Section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.



12.14 Counterparts. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and, when taken together, shall be deemed to constitute one and the same agreement. Each party agrees that the delivery of this Agreement by facsimile transmission or by PDF attachment to an e-mail transmission will be deemed to be an original of the Agreement so transmitted and, at the request of either party, the other party will confirm facsimile or e-mail transmitted signatures by providing the original document.

12.15 Modification; Subsequent Terms.

No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized signatory of Licensor and Customer. To the extent that the terms and conditions of the Exhibits hereto or Exhibits to subsequent amendments or modifications of or to the

In Witness Whereof, the parties have caused this Agreement to be executed by duly authorized representatives of the parties as of the Effective Date.

Agreement (“Subsequent Terms”) differ from those herein, those Subsequent Terms shall control the interpretation and any conflict resolution thereof. The terms on any purchase order or similar document submitted by Customer to Licensor will not modify the terms and conditions of this Agreement or have any force or effect.

12.16 Entire Agreement; Amendment.

This Agreement, including the Exhibit(s) attached hereto, constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes (a) all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements, and communications, whether oral or written, between the parties relating to the subject matter of this Agreement, and (b) all past courses of dealing and industry custom.

SELECTRON TECHNOLOGIES, INC.

CUSTOMER

By:

By:

Signature

Signature

Name: Todd A. Johnston

Name: _____

Title: President

Title: _____

Date:

Date: _____

Address: 12323 SW 66th Avenue

Address: _____

Portland, OR 97223



EXHIBIT A

License and Service Fees

Interest. Any amounts payable by Customer to Licensor hereunder which remain overdue for thirty (30) days or longer shall be subject to interest equal to the lesser of one and one-half percent (1.5%) per month and the maximum amount permitted by law, calculated on a daily basis.

Taxes. All prices set forth in this Agreement are in U.S. Dollars and are exclusive of any applicable taxes. Customer shall pay, indemnify, and hold Licensor harmless from all import and export duties, customs fees, levies, or imposts, and all sales, use, value added, or other fees, governmental charges, or taxes of any nature (other than U.S. taxes on Licensor's income), including penalties and interest, and all government permit or license fees assessed upon or with respect to any products sold, leased, or licensed to Customer and any services rendered to Customer.

EXHIBIT B

Maintenance and Technical Support

This Exhibit describes the software maintenance and support services that Licensor shall provide for Customer.

Unless defined otherwise herein, capitalized terms used in this Exhibit shall have the same meaning as set forth in the Agreement.

A. "Error" means any failure of the Licensed Software or the Service, as applicable, to conform in any material respect with the Documentation.

B. "Error Correction" means either a bug fix, patch, or other modification or addition that brings the Licensed Software or the Service, as applicable, into material conformity with the Documentation.

C. "Priority A Error" means an Error that renders Licensed Software or the Service, as applicable, inoperative or causes a complete failure of the Licensed Software or the Service, as applicable.

D. "Priority B Error" means an Error that substantially degrades the performance of Licensed Software or the Service, as applicable, or materially restricts Customer's use of the Licensed Software or the Service, as applicable.

E. "Priority C Error" means an Error that causes only a minor impact on Customer's use of Licensed Software or the Service, as applicable.



II. Error Reporting and Resolution

A. Error Reporting. Licensor shall provide Customer with telephone customer support twenty-four (24) hours per day, seven (7) days per week for the reporting of Priority A Errors, and telephone support during Licensor's normal business hours for the reporting of Priority B and Priority C Errors, in each event excluding Licensor holidays.

B. Licensed Software Error Resolution. Licensor shall use commercially reasonable efforts to: (a) notify applicable Vendors of all Licensed Software Errors properly reported by Customer in accordance with Section II(A) of this Exhibit B; (b) make available to Customer any Error Corrections that are made available by such Vendor(s) to Licensor promptly after such Error Corrections are delivered to Licensor; and (c) update Customer with respect to the progress of the resolution of all Licensed Software Errors.

C. Service Error Resolution. Customer shall report all Errors in the Service to Licensor in sufficient detail, with sufficient explanation of the circumstances under which the Error occurred or is occurring, and shall reasonably classify the Error as a Priority A, B, or C Error. Licensor shall use commercially reasonable efforts to correct any Error in the Service reported by Customer, in accordance with the priority level actually assigned by Licensor to such Error, as follows:

1. Priority A Service Errors. In the event of a Priority A Error in the Service, Licensor shall, within two (2) hours of receiving Customer's report, commence verification of the Error. Upon verification, Licensor shall use commercially reasonable efforts to resolve the Error with an Error Correction. Licensor shall use commercially reasonable efforts to provide a workaround for the Service Error within twenty-four (24) hours of receiving Customer's report of such Error, and an Error Correction within forty-eight (48) hours of receiving Customer's report. Licensor shall provide Customer with periodic reports (no less frequently than once every eight (8) hours) on the status of the Service Error Correction.

2. Priority B Service Errors. In the event of a Priority B Error in the Service, Licensor shall, within six (6) hours of receiving Customer's report, commence verification of the Error. Upon verification, Licensor shall use commercially reasonable efforts to resolve the Error with an Error Correction. Licensor shall use commercially reasonable efforts to provide a workaround for the Service Error within forty-eight (48) hours of receiving Customer's report of such Error, and an Error Correction within six (6) business days of receiving Customer's report. Licensor shall provide Customer with periodic reports (no less frequently than once every twelve (12) hours) on the status of the Service Error Correction.

3. Priority C Service Errors. In the event of a Priority C Error in the Service, Licensor shall, within two (2) business days of receiving Customer's report, commence verification of the Error. Upon verification, Licensor shall use commercially reasonable efforts to resolve the Error with an Error Correction. Licensor shall use commercially reasonable efforts to provide a workaround for the Service Error within six (6) business days of receiving Customer's report of such Error, and an Error Correction within three (3) weeks of receiving Customer's report. Licensor shall provide Customer with periodic reports on the status of the Service Error Correction.



S&S ATTACHMENT 4: USER GROUP INFORMATION

Please see the following documents, which represent a sampling of activities in our various levels of user groups. (Available as a PDF attachment in the electronic version of this document).



S&S ATTACHMENT 5: PARTNER INFORMATION

Please see the following documents, which provide additional information on the iNovah solution, organizational change management and remote hosting options provided by our partners. (Available as a PDF attachment in the electronic version of this document).



S&S ATTACHMENT 6: CSI FINANCIAL STATEMENTS

Please see the following pages as an example of our parent company's overall financial health for the years 2012 and 2013. (Available as a PDF attachment in the electronic version of this document.)