



City of Redlands - California

Request for Proposal For

Customer Information System

October 4, 2002

enQuesta UtilitySuite Software

Systems & Software, Inc.
401 Water Tower Circle
Colchester, Vermont 05446-1928

Telephone: 802-655-4400
Fax: 802-655-4401
Website: www.ssiutilitysuite.com

Contact: Randy Barnes
Regional Vice President
E-mail: Randy.Barnes@ssiutilitysuite.com

Confidential Material Enclosed - This RFP response includes information that Systems & Software, Inc. considers to be confidential, trade secrets, and proprietary information. Unless as required by law, it shall not be disclosed outside the City of Redlands and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this response. The City, for purposes of this provision, shall include any consultants assisting in the evaluation of proposals.





401 Water Tower Circle
Colchester, VT 05446-1928

802/655.4400
802/655.4401 fax

October 2, 2002

Ms. Janet Miller
Utilities Project Manager
City of Redlands
35 Cajon Street, Suite 15A
Redlands, CA 92373

Dear Ms. Miller:

Systems & Software, Inc. (S&S) is pleased to respond to the City of Redlands Municipal Utilities Department's *Request for Proposal* for a fully integrated Customer Information System. Some of the many challenges facing the utility industry today include maintaining the ever-increasing expectations of both internal and external customers while simultaneously reducing costs. Today's CIS solutions must offer a superior level of functionality and navigational ease; functionality that will not only meet the needs of your organization today, but has the capability to encompass your future vision, and the flexibility to address unpredictable changes that will consistently emerge.

Three decades of experience focusing specifically on the needs of the utility industry places S&S in a unique position to satisfy the immediate and long-term needs of the City of Redlands. Our *enQuesta UtilitySuite* includes the most advanced, functionally rich modules integrated together creating an exceptional CIS solution. We have never experienced a failed project or faced any type of litigation. Our goal is quite simple: Surpass your expectations... today and tomorrow.

We hope that our response to your RFP conveys our desire and ability to work with you in exceeding the needs of your customers for many years to come.

Please do not hesitate to contact us if you require any further information. We look forward to the possibility of partnering with the City of Redlands in the very near future.

Sincerely,

Systems & Software, Inc.

Randy Barnes
Regional Vice President

LETTER OF TRANSMITTAL

Submitting Organization: Systems & Software, Inc. 401 Water Tower Circle Colchester, Vermont 05446-1928 http://www.ssiutilitysuite.com	Authorized Representative: Randy Barnes Regional Vice President (541) 318-5937 (802) 655-4401 fax randy.barnes@ssiutilitysuite.com
--	--

Terms and Conditions:

Systems & Software has fully reviewed the City of Redlands RFP and with the exception of those noted, agree with the terms and conditions as outlined in the RFP issued September 3, 2002:

Section 3.2 - Systems & Software has numerous customers throughout the United States but at this time, we do not have any customers in the state of California.

Section 3.7 Interfaces - Systems & Software cannot guarantee seamless interfaces or integration to third-party applications. We will work with the third-party providers identified by the City of Redlands to develop interfaces that are as transparent as possible to your end-users.

Section 7.19 Governing Law - Systems & Software's standard terms identify Vermont as the state of governing law. This issue will be resolved in the event Systems & Software is selected as the vendor of choice by the City of Redlands.

Section 7.19 Insurance requirements - Systems & Software takes exception to specific wording contained in this section. We fully expect specific concerns will be resolved as part of our contract negotiations.

Implementation services and interface estimates are based solely on the information contained in this proposal. As such, Systems & Software reserves the right to modify pricing based on any unique requirements specified by the City of Redlands that may arise during on-going discussions. Prices contained in this proposal for third-party hardware and related software are not within the control of Systems & Software, and as such, are subject to change. All other information contained in this proposal, shall be considered firm for a period of 180 days from the date of this letter.

As instructed as part of the *Request for Proposal*, Systems & Software has completed the required Pricing Worksheet.

Please do not hesitate to contact us if you require any further information. We look forward to the possibility of partnering with the City of Redlands in the very near future.

Sincerely,

Randy Barnes
Regional Vice President

EXECUTIVE SUMMARY

Based upon the information provided in your RFP, Systems & Software (S&S) strongly recommends our **enQuesta UtilitySuite** to meet the objectives and critical initiatives for the City of Redlands. S&S' **UtilitySuite** family of products represents a solid foundation of proven software solutions specifically designed for utilities.

Primary to the **UtilitySuite** family of offerings is the outstanding functionality of our totally integrated modular solution. Made up of pluggable components, our highly configurable software can be customized to meet the demanding requirements of today's utilities. Changes to our application packages are implemented through flexible setup and configuration tables. These flexible tables allow for rapid changes to the system based on new business initiatives, orders from your council or regulatory requirements. In most cases these changes can be made without custom programming. This approach gives our customers maximum flexibility and functionality, while affording us the ability to support and enhance one set of uniform software code.

Our **UtilitySuite** family of software offerings has been designed as an integrated suite rather than multiple interfaced software packages. **enQuesta** provides maximum efficiencies by eliminating redundant steps

and interdepartmental processes as the same data is manipulated by various functions. Additionally, information throughout the system is available instantaneously across the enterprise allowing users insight into the most current status of events. Account information is easily accessed, and with only a few clicks, users can drill down into detailed data. Additionally, we integrate our advanced customer services applications into your existing infrastructure, which provides your customers with multiple self-service options. These advanced applications include but are not limited to: Internet based account inquiry, electronic bill presentment and payment, email, and IVR/IWR systems. The bottom line is increased operational efficiency, reduced overhead, and improved levels of service to both internal and

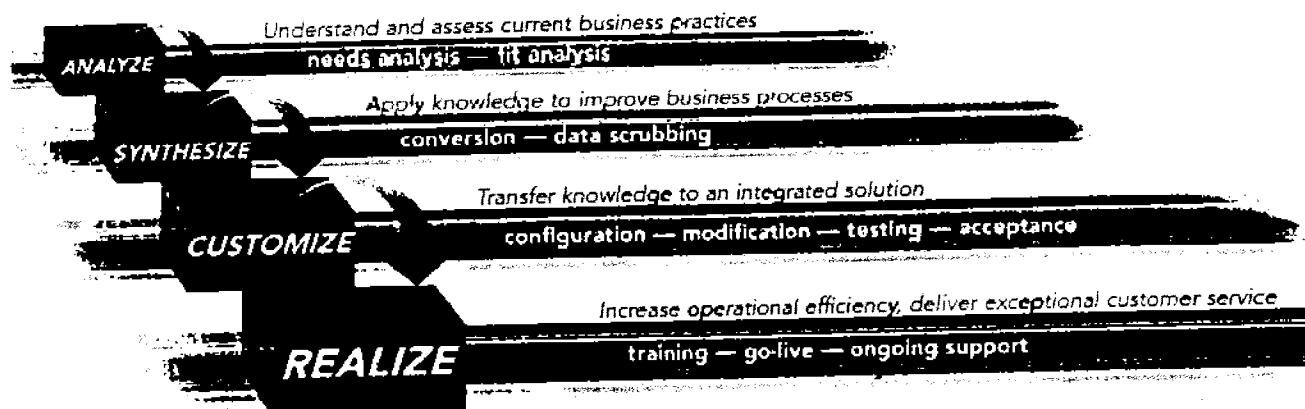
The screenshot displays the enQuesta UtilitySuite interface. On the left is a navigation menu with options like Account History, Billing History, and Work Order History. The main window shows account details for 'Customer # 447-0000-200'. Below this, there's a section for 'Service Provision Address' with fields for Street, City, State, Zip, Telephone, and Email. A 'Property Summary' table follows, listing various services and their associated costs. At the bottom, there's a 'Detailed Bill' section with a table of charges.

Service	Rate	Usage	Charge	Tax	Total
Water	20.00	1.00	20.00	0.00	20.00
Sewer	1.00	1.00	1.00	0.00	1.00
Gas	10.00	1.00	10.00	0.00	10.00
Electric	10.00	1.00	10.00	0.00	10.00
Total			41.00	0.00	41.00

external customers. **UtilitySuite** can be accessed via the most popular ad hoc reporting tools such as Crystal Reports, MS Access, etc., and Cognos Impromptu and PowerPlay products.

Our **enQuesta UtilitySuite** offering is delivered through our unique approach of service and support wrapped around our customized software solution. Under this implementation and support methodology, we conduct intensive business process analysis and application-specific requirements matching meetings prior to configuring the various modules (setup tables) specific to the needs of each utility. This process also includes the definition of custom interfaces to your financial information systems, cash receipting, ARC/INFO, hand-held/AMR and more.

Early in the project implementation, application requirements are thoroughly reviewed in a series of business process and software fit analysis and requirements matching meetings. This gives the City of Redlands an opportunity to re-engineer processes and as well, it gives S&S an opportunity to configure *UtilitySuite* to meet the City of Redlands specific needs. During this stage, a detailed project scope document that includes the implementation plan is developed and agreed upon by both parties. In addition, an MS Project Gantt chart is created and becomes the project guide as well as a standard for



acceptance of each major milestone. Experienced staff members will become part of an implementation team dedicated to performing the installation, configuration, conversion, user training, modification, support, and overall project management.

The more you explore S&S, the more you will find that we are a responsive organization dedicated to your success. Our proven implementation methodology has resulted in every one of our projects being accomplished successfully on time and within budget. We encourage you to contact and visit as many of our customers as possible. We take a great deal of pride in our people, our products and services, and most importantly, our relationships with our customers.

We look forward to performing a comprehensive presentation/demonstration for the City of Redlands. Additionally, we would be happy to arrange site visits to our existing customers' offices and to our corporate offices in Vermont. Through this thorough process, your staff will be able to appreciate the superior functionality and integration of our *UtilitySuite* applications, as well as understand the benefit of our unique approach to successful implementations. Once completed, we will be prepared to negotiate and finalize pricing of modifications and specific interfaces (along with terms and conditions) as part of a fixed-cost contract with payments released only after significant milestones are achieved.

TABLE OF CONTENTS

I. Company Background.....	7
II. Vendor Project Team	9
III. Scope of Services / Understanding Of The Project.....	20
IV. Software Performance and Major Features.....	23
V. Proposed Application and Database Software, Computing Environment and Connectivity	36
VI. Data Conversion	46
VII. Third Party Software.....	47
VIII. Implementation Approach and Training	49
IX. Delivery and Implementation Schedule	65
X. On-going Maintenance Support	67
XI. Responses to Functional / Technical Requirements.....	69
XII. Fee Schedule	153
XIII. Client References.....	164
XIV. Sample Documents	171
XV. Appendix	172

I. COMPANY BACKGROUND

Vendors must provide the following information about their company and any implementation partner's company so that the City can evaluate the vendor's stability and ability to support the commitments set forth in the response to the RFP. The City, at its options, may require a vendor to provide additional support and / or clarify requested information.

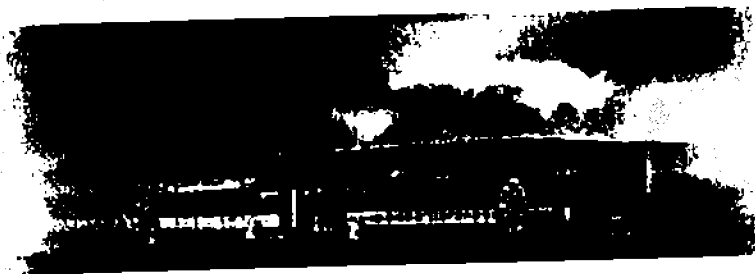
The vendor and any implementation firm must outline the company's background including:

- How long the company has been in business.
 - A brief description of the company size and organization.
 - If applicable, how long the company has been selling the proposed software to public sector clients.
 - The number of public sector installs and size of each (number of users).
 - Most recent audited financial statements for the software vendor and the software implementation firm (e.g. annual sales, profitability, etc.).
 - Any material (including letters of support or endorsement) indicative of the vendor's capabilities.
-

Systems & Software History

S&S was founded in 1973 to provide customer information system solutions for the municipal and investor-owned utility industry. S&S is a privately held company incorporated under the laws of the State of Vermont, and plans to remain under current management and ownership in order to continue to control our destiny. We are not involved in, nor do we have any plans for, any mergers or acquisitions.

As a privately held corporation, S&S does not make financial statements a public entity. We understand that under the "open records laws" in most states, all RFP and proposal documentation is to be available for public inspection, however our policy is to only review our financial information in confidential meetings and/ or in conference calls. If chosen as a finalist, we will be pleased to provide the necessary information to validate our financial viability and stability. Our Taxpayer ID number is 03-0238126 and our Dun & Bradstreet number is 07-108-0923.



S&S currently employs over fifty technical support employees in Product Development, Support Desk, Customer Support, Project Management, Installation Support, and Training. The remaining members of our organization, which is an organization comprised of sixty-five employees, hold positions in Sales & Marketing, Management, Finance and Administration.

We work with several business partners as subcontractors for specific implementation tasks such as Interactive Voice Response (IVR), web-integration, document imaging, and GIS integration. We also utilize consultants and outside resources to supplement our organization in areas such as strategic planning, product architecture and technology directions, emerging industry requirements, product development, etc. Our employees take on multiple roles in the company with the majority involved in product development, customer installation and support. We are a firm believer in staying close to our customers and to the industry we serve.

77% of our customer base consists of water utilities. Six of our current customers are utilizing the most current version of *UtilitySuite*, with many more upgrades scheduled. Our goal is to only take on four to six key projects each year to ensure that we continue our track record of success. We currently have three contracts in progress at this time. Please see *Section XII. Client References* for more information about our customers.

II. VENDOR PROJECT TEAM

The proposed project team, including sub-contractors proposed, shall be listed by staff title. The individual staff names, if available, should also be listed. A brief description of the individuals that will be assigned to the project should be included in this section, along with a description of the project team's past record of performance on similar projects for which the vendor has provided service.

Our team approach includes the assignment of key Project Management personnel responsible for overseeing and managing the technical infrastructure, fit analysis, application software configuration, modification and implementation, project team and user training, and data conversion. We assign an overall Project Manager who will work with The City's core project team in coordinating the entire project. S&S' team will be selected and provided to you if we are selected as a finalist. The staff that is assigned to the project will be dedicated to you for the project's duration.

Please review the qualifications and experience of some of our key personnel. Together, they have completed many successful implementations.

A. RESUMES

IMPLEMENTATION & SUPPORT

ALFRED BRUNELLE, CUSTOMER SERVICE MANAGER

Fred Brunelle joined S&S in 1991 after 14 years of utilizing our financial application package as an S&S customer. As our customer, his responsibilities included financial reporting, financial analysis, and credit and collections.

At S&S, Fred manages the Implementation & Support group. He has a thorough understanding of our *UtilitySuite* financial and CIS modules. Fred also works with our financial customers during the *Analysis Stage* of the Implementation process to determine what their specific needs and expectations are. His patient and sincere personality are characteristics that our customers appreciate. Fred's experiences on both sides of an installation allow him to review issues fairly and accurately.

MICHAEL LAMONTAGNE, IMPLEMENTATIONS DIRECTOR

Mike Lamontagne joined S&S in 1999 as a Customer Support Specialist and over the last year, he has moved into an Implementations Project Manager role. Mike's extensive experience in dealing with meter-related processes and work orders make him an invaluable resource especially during these phases of the Implementation process.

BARRY SCHWARTZ, SENIOR IMPLEMENTATIONS PROJECT MANAGER

Barry Schwartz joined S&S in 2001 bringing 22 years of leadership, management, and administration experience with him. Since Barry has been at S&S, he has been responsible for managing the CIS installation / merger project for a large multi-service utility in Arkansas.

Barry also brings invaluable Utility experience from spending over a decade at Florida Power & Light where he worked closely with the customer service representatives. All of this knowledge has proven invaluable to our customers and provides Barry with the foresight and clarity to communicate effectively during an implementation.

CARMEN HULL, SENIOR IMPLEMENTATIONS PROJECT MANAGER

Carmen Hull recently joined S&S and brings over two decades of experience in sales, marketing, and technical support. Having worked for one of the nation's leading health care software providers since the mid-1980s, Carmen has the ability to efficiently communicate with customers throughout an implementation.

Carmen is skilled in analyzing and refocusing efforts to provide comprehensive project support. She is also committed to providing an exceptional level of customer service at all levels within an organization, making her an ideal project manager for S&S and our customers.

JIM TAFT, IMPLEMENTATION & SUPPORT CONSULTANT

Jim Taft came to S&S in 1990 as the author of the *UtilitySuite* application software module manuals after spending nearly fifteen years in the educational system. Jim's teaching experience has been a tremendous asset to S&S over the years, as he has taken on a primary role in customer training.

Jim is responsible for several areas of training including the *UtilitySuite* overview as well as basic and advanced CIS courses. He spends a great deal of time at each customer site delivering the required basic training that will serve as the foundation for the area-specific training. On the technical side, Jim also assists with hardware/ network setup, cabling, and operating system support. Jim's unique sense of humor makes his classes both enjoyable and educational.

MARGARET KLIMAS, IMPLEMENTATION & SUPPORT CONSULTANT

Peggy Klimas joined S&S in 1998 after working for seventeen years in the revenue management department overseeing meter reading, billing analysis, and bad debt/collections of a large water Utility. She also provided support to decision-makers and supervisors responsible for the implementation of the new software systems.

At S&S, Peggy works with the credit and collections departments at our customer sites to develop business processes for their collections, set up corresponding work orders in *UtilitySuite*, and train them in relevant areas. As a previous end-user of various utility CIS applications, Peggy understands what our customers are looking for and is eager to help them achieve their goals. This gives Peggy a great understanding of the functionality collections personnel look for in a software system.

MATT NOVAK, SUPPORT CONSULTANT

Matt Novak joined S&S in 1999 as a Customer Support Specialist after working for a number of financial institutions. Coupled with his degree in accounting, Matt has a strong background in the preparation of financial statements, cash management, accounts receivable, accounts payable, inventory, purchase orders, and other general accounting principles. At S&S, Matt works with our customers' accounting departments to help them maintain and balance all components of their general ledger system.

Matt specializes not only in the above areas, but also in the equipment maintenance, asset management and work order costing modules as well. He is our customer's primary contact for all financial management inquiries.

TIM HAGEN, SUPPORT CONSULTANT

Tim Hagen joined the S&S team in 1998 after running *UtilitySuite* as the Billing Supervisor at one of our customer sites for over five years. With such a deep knowledge of the software from a user standpoint, Tim now works with the billing departments at new customer sites. He assists customers in setting up billing rates, sales classes, and tax districts. He also trains our customers on the procedures for running billing calculations, edits, and updates. After the initial conversion and installation, Tim supports our customers on every aspect of the billing cycle.

Tim is a very thorough and patient teacher. More importantly, he is an excellent resource because he was a user and can relate to our users' needs.

MARY MADDEN, TECHNICAL WRITER

Mary Madden came to S&S in 1999 to help make *UtilitySuite* documentation more user-friendly and up-to-date. Her first project was to completely rewrite our user manuals for both style and content, take updated screen captures to assist users in determining where they are in the system, and then to make the manuals available in an online format with search capabilities. Mary's previous experience at a desktop publishing company helped prepare her for this crucial task.

Today, Mary continues to oversee all of our software documentation and assures that it is accurate and easy for our customers to access, whether online or in a hard copy format. Mary's clear sense of organization and engaging personality make her a pleasure to work with.

SHARRON WOODWORTH, SUPPORT DESK COORDINATOR

Sharron Woodworth is the newest addition to our Support team. Sharron handles incoming support calls, logs them into a tracking system, and passes them on to the appropriate support individuals. She then follows up with both the S&S staff and our customers to ensure work orders are completed in a timely manner. Sharron joined S&S with several years of *Utility* and customer service experience. Her experience in these areas coupled with her excellent communication skills make her a great addition to our team.

DAVE DEC, INSTRUCTIONAL DESIGNER/TRAINER

Dave Dec joined S&S with over 16 years of training experience in various technology industries. He has developed and delivered training programs to all levels within organizations from end users to engineers/developers to high-level executives.

Dave's focus at S&S is to construct and deliver user-based training in a variety of formats. His methods will include: instructor led, on-line courses, computer-based, and tele-conferencing sessions. Dave's goal is to provide users with measurable improvement when the course is completed. He will play a key role in the implementation process.

TECHNICAL/SYSTEM SUPPORT

DONNA ST. ONGE, PRODUCT DEVELOPMENT MANAGER

Donna St. Onge joined S&S in 1980 as a Systems Analyst and has played an instrumental role in the design, matching review, and implementation processes. She now serves as a Product Development Manager and oversees development in the areas of work orders, customer service & call tracking, credit & collections history tracking, cash receipting, purchase orders & requisitions, fixed assets, accounts receivable, continuing property records, inventory, and value added software interfaces. Her ability to work with customers at both a very high level and at the user level is unique.

Donna attends industry events and symposiums to gain a better insight to the requirements of sizeable utilities, and strives to improve the quality of the workplace for her customers by encouraging them to take advantage of the time-saving features built into *UtilitySuite*.

WAYNE DARLING, JR., DIRECTOR OF DEVELOPMENT

"Bubba" Darling joined S&S in 1988, bringing several years of experience from the insurance industry, where he served as an IS strategist. His responsibilities include managing custom conversions, data migration, and application coding support for Utility customers.

Bubba is a key member of the fit analysis and requirements matching team and plays a major role in the customer training process. He also has significant experience in technical areas including operating systems, hardware platforms, networking, integrating remote sites and designing user interfaces. Conversion assistance is an area in which Bubba provides immeasurable benefits to new customers. His ability to dissect existing data, address the valid and invalid portions, write conversion programs, and instruct new customers on additional fields and areas, drives the speed with which S&S can convert a sizeable organization. Bubba also oversees the billing area of conversion, working with key people at our customer sites to help set up their rates and lead them through the *UtilitySuite* billing process.

JOE FRAZIER, QUALITY ASSURANCE ENGINEER

Joe Frazier recently joined S&S and is responsible for managing System & Software's Quality Assurance process. With more than twelve years in the software development industry, Joe has been involved in most aspects of the software development process. Joe was most recently the Director of Quality Assurance at a web development firm.

LINDA MACDOUGALL, IMPLEMENTATION DIRECTOR

Linda MacDougall came to S&S in 1997 with over twelve years of previous programming experience in the manufacturing, banking, and insurance industries. Linda has worked extensively with mainframe legacy systems and has a diverse programming background. Her comprehensive understanding of multiple industries, as well as her in-depth knowledge of MicroFocus Run Time and other programming languages, makes her an invaluable member of our team.

Linda's responsibilities at S&S include converting comprehensive histories and designing and coding credit and collections and utility billing applications. She continually tailors our credit & collections module to fit the needs of each customer. Linda spends time onsite to determine how the Utility is

currently running its collections practices, works with them to determine what areas could be improved upon, and then trains all appropriate users on how to utilize these policies using *UtilitySuite*.

GEORGE HAYES, TECHNICAL LEAD

George Hayes came to S&S in 1995 with over six years programming experience from an international finance company. His background revolves around mainframe legacy systems and he has an in-depth understanding of relational database architecture. At S&S, George concentrates his efforts on the C/I daily processes from online-posting to the running of daily updates. He is responsible for the development and support of cash receipting, one of the more comprehensive subsystems of our software. He is also responsible for various components of the Credit and Collections module including: deposit/credit refunds, account balance transfers, IVR/IWR, and the automated write-off process.

Along with his extensive technical skills and experience, George brings strong interpersonal skills to the S&S team. These traits allow him to effectively interact with our customers and to provide a high level of service and competence.

DOUG LEBLANC, SYSTEMS PROGRAMMER

Doug LeBlanc joined S&S as a systems programmer in 1996 after working extensively with MICROFOCUS RUN TIME in a collegiate financial environment. Doug is responsible for the designing and coding aspects required for conversion as well as the intensive data scrubbing and mapping that is also involved in this process. Specifically, he focuses on the conversion of EQMS (Equipment Maintenance Scheduling) and meters, hydrant/valve/tap, backflow prevention devices (cross connections), transformers, regulators, etc. as they relate to the work order and job costing processes.

His meticulous work and attention to detail make final cutovers much easier for our customers. In addition, his dependable nature makes him an integral part of our software development team.

RUSS AUBERTINE, SYSTEMS PROGRAMMER

Russ Aubertine joined S&S in 1998 as a systems programmer. Russ came to S&S with over ten years of programming experience at IBM writing interactive and batch software applications. Russ' time with IBM provided him with knowledge of mainframes and PCs, Unix shell scripts, and operating systems.

At S&S, Russ is primarily responsible for the AMR/hand-held meter reading interface programs in operation at our customer sites. Russ' programs allow the automatic transfer/download of routes to hand-held and AMR devices, as well as the automatic transfer/upload of readings into the appropriate modules to generate bills or additional work orders. Russ has gained a thorough understanding of many different third-party hand-held software packages, and is familiar with various meter types and companies. Customers enjoy working with Russ for his quick mind, wit, and ability to explain processes to all levels.

PETER TAMPAS, TECHNICAL LEAD

Peter Tampas joined S&S in 1998 after working for a federal government agency and one of the 'Big Three' US automakers. He has almost a decade of experience in business system analysis, design, and management and he holds an MBA in Finance and Accounting.

At S&S, Peter manages the enhancements of our billing system, including bill calculation and printing. He has also managed financial applications and supported customers running Accounts Payable, Purchase Orders, Equipment Maintenance Scheduling, Fixed Assets, and Inventory. He works closely with our customers to help ascertain what levels of functionality they are looking for, and then ensures that our programs deliver the desired outcomes. Peter has an incredible programming mind and the ability to understand complex systems design.

JERYLANN BUTLER, CUSTOMER SERVICE MANAGER

Jeryl Butler joined S&S as a Systems Programmer in 1998 after working extensively with MICROFOCUS RUN TIME, primarily in the areas of structured COBOL design and coding. Recently, Jeryl was promoted to Technical Product Support Manager. She is responsible for managing the work order side of new and existing customer conversions. She also works on the interface between Job Costing and Work Orders.

GEETHA GANESAN, SYSTEMS PROGRAMMER

Geetha Ganesan joined S&S in 1999 as a Systems Programmer for our financial applications. Geetha joined S&S with several years of experience programming financial packages including General Ledger, Accounts Receivable, Accounts Payable, Fixed Assets, and Inventory. Geetha's background also includes knowledge of mainframe/operating systems, COBOL, and RDBMS.

At S&S, Geetha focuses primarily on programming all of the above modules including Payroll. She works closely with Wayne Darling, Sr. who was the initial developer of these modules.

DIANE ATKINS, SYSTEMS PROGRAMMER

Diane Atkins joined S&S in 2000 as a Systems Programmer. Her 20 plus years of experience include: the programming of general accounting modules such as accounts receivable, accounts payable, budgeting, and payroll; the migration of accounting packages from "minicomputer" to Windows GUI applications; and she has fulfilled the role of Project Lead on many implementations.

Diane's primary responsibilities revolve around the programming and support of our financial application modules. Additionally, she assists in implementations and conversions as needed.

TECHNICAL/HARDWARE SUPPORT**WAYNE P. DARLING, SR., SENIOR TECHNICAL MANAGER**

Wayne Darling, Sr. has been with S&S since 1976 and has over thirty years of experience supporting the implementation of information systems. Prior to joining the company, he served as the head of MIS for the Green Mountain Power Corporation (serving 120,000 customers). He is a senior technical architect, programmer, analyst, and educator, who specializes in the design and integration of the financial modules of the *UtilitySuite* solutions. His unique understanding of the relationship between

customer information systems and the financial aspects of a utility organization make him an asset to the S&S development team.

Wayne leads conversion and data loading efforts, designs and implements interfaces to third-party applications, and leads the development effort of new tool sets and cutting-edge development technologies. Although Wayne works with many of our integrated software modules, he dedicates most of his time to general ledger and payroll. Having implemented over sixty solutions, Wayne has significant experience in the technical arena (operating systems, hardware platforms, networking, integrating remote sites, and designing user interfaces).

JOSEPH MURRAY JR., SENIOR TECHNOLOGY SYSTEMS ANALYST

With nearly a decade of database experience, Joey Murray joined S&S in 1998 as a technology systems analyst. Coming from the GIS industry, Joey has had extensive experience in data manipulation, including the management of database design and data migration projects.

At S&S, Joey applies his experience to assist our clients with the implementation of our relational database solution. His responsibilities also include providing technical support for our customers in the areas of ODBC connectivity and client-side reporting applications. His knowledge of all aspects of computer systems, coupled with his positive attitude and willingness to immerse himself in new projects, make him a great asset to our system implementations.

PAUL WEBB, SENIOR TECHNICAL SYSTEMS ANALYST

Paul joined the S&S team in 2001, bringing with him fifteen years of programming and systems analysis experience in a variety of industries including the gas Utility industry. Paul has strong Oracle and data warehousing experience and is able to train users of SQL, PL/SQL, and Oracle. At S&S, Paul has taken a lead role on the data warehousing projects to ensure that data from *UtilitySuite* is properly and efficiently ported to the Oracle database.

Paul is a seasoned veteran in a field in which the learning curve is always steep, making his contributions to the team extremely crucial. His calm demeanor and customer-first attitude make him a pleasure to work with.

LISA MORELLA, DATA ANALYST

Lisa joined S&S in 2000 as a Data Analyst and brings a wealth of experience working with RDMS such as Oracle. She plays a significant role within our DSS development team due to her proficiency in many leading-edge reporting tools, including Cognos Impromptu, Cognos PowerPlay, and Microsoft Visual Basic.

Lisa's responsibilities include support for our customers who utilize Business Intelligence (BI) tools, third-party report generators, multi-dimensional reporting, SQL, and data dictionary management. With her strong knowledge of data access, ability to engage users on multiple levels, and pleasant, professional demeanor, Lisa provides a welcome perspective, both at S&S and for our customers.

KENT SAUNDERS, TECHNICAL SYSTEMS ANALYST

Kent Saunders joined S&S in 1998 with prior experience in various information technology arenas. His responsibilities at S&S include initial burn-in and testing of all servers, installation and support of

operating systems, and installation of the required hardware at our customer sites. Kent also performs software and hardware MES upgrades for our customers as necessary.

Kent holds various certifications in NT Server and Windows applications, IBM applications and he is certified to be an AIX Systems Administrator. He is fully versed in PC desktop and mid-range systems, and performs a wide range of troubleshooting and performance tuning tasks.

PETE VITTANDS, TECHNICAL SYSTEMS ANALYST

Pete Vittands became a member of the S&S team in 2000. Prior to joining S&S, he spent three years optimizing network operations, managing an IS team, and training users at a regional computer learning center.

Pete is certified in multiple Microsoft and IBM applications and works with Kent Saunders on a daily basis, testing servers, performing software and hardware upgrades at our customer sites, and supporting NT Server and Windows applications. As a patient and thorough trainer, Pete assists our customers in navigating the complexities of their hardware needs.

EXECUTIVE TEAM

BURT WILLEY, PRESIDENT

Burt Willey joined S&S in 1988 as a Technology Platform and Project Manager for the municipal and investor-owned Utility marketplace, overseeing sales, technical and operational efforts with respect to customer engagements and implementations. Through his direct involvement in over 50 customer implementations and the growth of the customer base in recent years, Burt maintains a keen interest in working directly with customers on future projects, both business and technical.

Of late, Burt has implemented an organizational structure better suited to supporting the needs of current and future customers moving forward, and to achieve the necessary internal synergies required to accommodate the growth of S&S. Burt's primary focus is to strategically align product, project, support, sales, operational and customer initiatives, and is directly involved in these areas with a high concern for customer focus and satisfaction.

SUSAN WILLEY, VP OF FINANCE AND ADMINISTRATION

Susan Willey joined S&S in 1988 as a Marketing Manager. She led the company in a sales and marketing effort to gain new clients in New York and New England. In 1992, after participating in several of these customer installations, Susan transitioned into a full-time Customer Implementation and Support role, and became a Customer Account Manager in 1997. In this role, Susan was directly responsible for managing the day-to-day coverage of our customers, serving as a main point of contact throughout the conversion and Go-live periods.

In her current position as VP of Finance, Susan not only oversees the day to day financial challenges, but she is also responsible for maintaining our long-term financial stability. In addition, she also oversees all of our administrative departments.

JEFF BLANCHARD, VP OF OPERATIONS

Jeff Blanchard recently joined S&S' leadership team with almost twenty years of experience in the software industry. In his last position, he was responsible for an organization consisting of over 1000 employees. In addition, throughout his career, he has held roles in many different departments, including: product development, customer support, implementation and support, and sales and marketing.

Jeff is responsible for overseeing and ensuring success in the areas of Sales & Marketing, Implementation & Support, and Software Development. One of his main objectives is to enhance our customers' long-term relationships with S&S and help scale for growth. His innate leadership characteristics in conjunction with his vast market experience make him an invaluable resource to both S&S and our customers.

DAVID DECKER, VP OF SALES AND MARKETING

Dave Decker joined the S&S team in 1994 as the Director of Sales and Marketing after having spent over twenty years in various positions in the software and technology industry at IBM and at Dun & Bradstreet Software. As a Sales Executive, Dave also manages the activities of the sales and sales support team in all aspects of developing new customer relationships, demonstrating the *UtilitySuite* product line, developing proposals in response to RFPs, and planning for successful installations.

Dave's responsibilities at S&S also include managing the marketing organization in developing strategies to grow our business in the Utility industry marketplace. This department is responsible for producing marketing materials, executing advertising campaigns, and participating in association-related trade shows and conferences. Additionally, the marketing group publishes the company newsletter and customer profiles, develops and supports our website, and organizes and executes the Executive and User Forums.

ROB LACLAIR, KEY ACCOUNT MANAGER

Rob LaClair joined S&S in 1999 as a Key Account Manager, bringing with him over 15 years of business and project management experience. Rob's main focus at S&S is on building and maintaining relationships with the Executives at our existing customer accounts. He does this by staying in touch with both his customer contacts as well as our internal support staff to ensure enhancement requests and "open orders" are addressed in a timely fashion.

Rob is also responsible for handling the hardware configurations for new systems when required and he works with our customers to plan for their short- and long-term needs. He is the key contact for software upgrades and system customizations to existing customers' systems. Rob has extensive experience in project management, customer advocacy, and plan fulfillment.

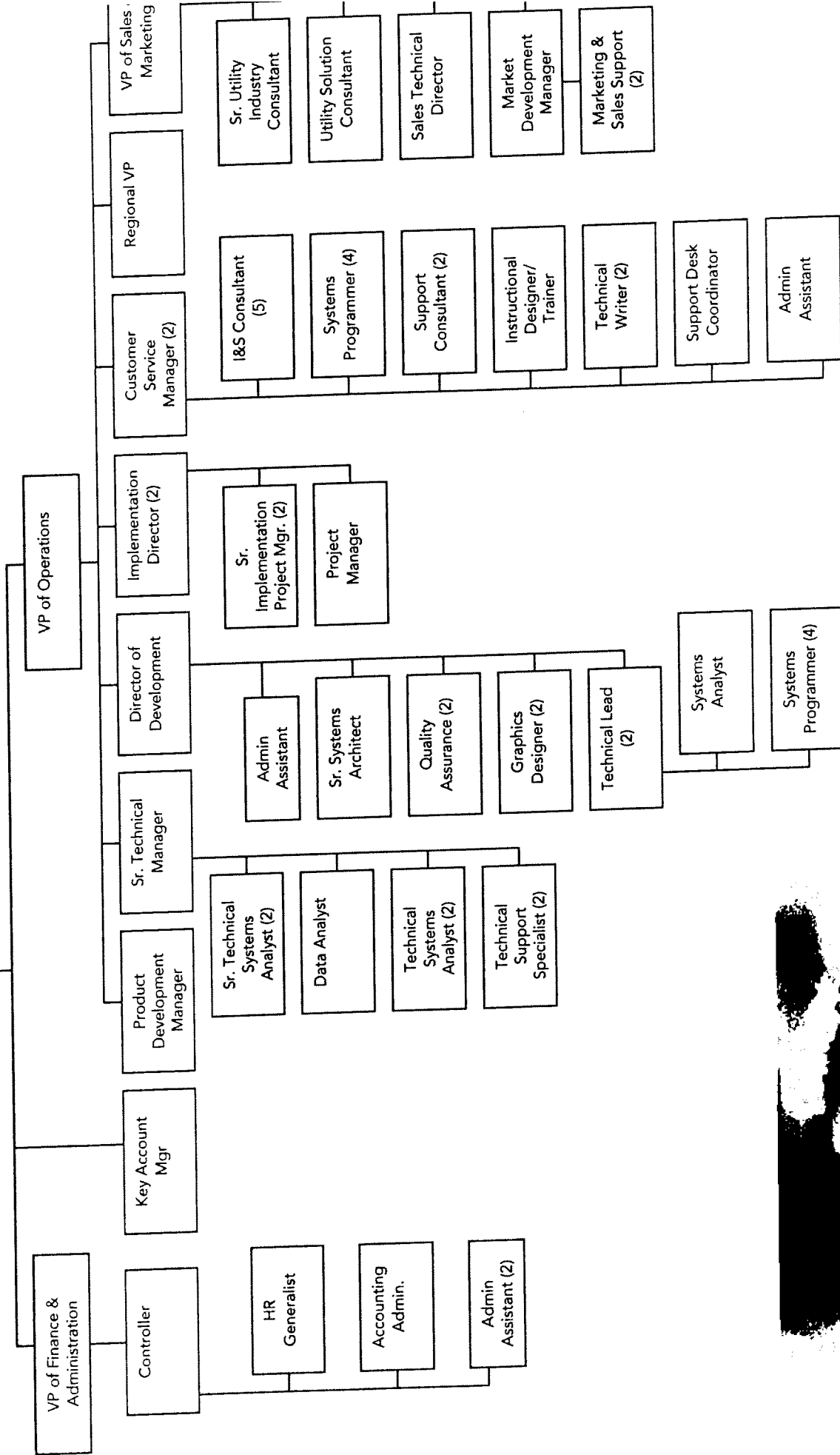
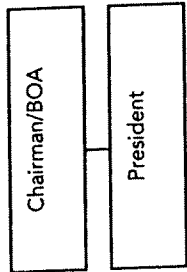
BILL HANLON, SENIOR UTILITY SOLUTIONS CONSULTANT

Bill Hanlon joined S&S in 1996. He has held various positions during his career at S&S including Sr. Implementations Project Manager, Implementations Consultant, and Director of Implementations and Support. He recently transitioned into a Senior Utility Solutions Consultant role in which his focus revolves around analysis, product demonstrations, and systems design.

Bill is an instrumental member of our fit analysis & requirements matching sessions. Along with his vast business and Utility-specific experience, Bill brings a great personality and enthusiasm to our projects. He quickly develops strong relationships with customer personnel, which contributes significantly to each project.

SEAN DUNPHY, UTILITY SOLUTIONS CONSULTANT

Joining the team in 2001, Sean is responsible for new sales development at S&S. He brings 14 years of sales experience selling within the Utility industry. Sean has a Bachelors degree from Middlebury College and an MBA from Lehigh University.



Systems & Software, Inc.
Organization Chart

III. SCOPE OF SERVICES / UNDERSTANDING OF THE PROJECT

Systems and Software considers the following services, programs and/or products as being within the scope of the CIS for go-live:

SCOPE	
Interest Accruing Deposits	Our Credit & Collections module supports accounting for deposits and accruing interest. Deposits can be collected or transferred, and according to the City's business rules, returned after a defined period of good payment history.
IVR Interface for Payments & Meter Readings (and, where applicable, billing adjustments)	S&S has implemented our <i>UtilitySuite</i> CIS solution with IVR integration at most of our customer sites. We can handle all of your requirements as well as many more options for future consideration.
Payment Arrangements	Our Installment Arrangements module handles the payment of delinquent charges according to the City's business rules. A CSR can easily establish this while on the phone or over the counter with the customer. The system then tracks these installment payments separately from current payments automatically giving the status of each with a simple account inquiry. Additionally, our CIS offering provides a simple "promise to pay" routine that allows a CSR to delay a shutoff for a given number of days. If the payment is not received by the agreed upon date, the system automatically reverts the account status back as it was prior and issues the shut-off order. Both of these conditions integrate with Credit & Collections and can update the customer credit rating.
Overdue Bill Notifications & Collections	Our <i>UtilitySuite</i> integrated Billing and Credit & Collections modules handle late notices according to your business rules. The process can flow from late notice with penalty charges, shut-off, property lien, to credit agency and write-off. Additionally, a credit rating can be maintained, based again on your policies, with points assessed for late notices, shut-offs, bad checks, etc. Credit ratings can tie into deposits, prompting the credit department to collect a higher amount to cover the increased risk, or return deposits for customers with a track record of good payment.
Work Flow Management with Scheduling	<i>Enquesta Utilitysuite</i> provides automated, integrated work flow management options from customer service to field service and meter management. This ensures timely fulfillment of customer expectations while keeping all personnel informed with up to the minute status of scheduled and unscheduled work and events.

SCOPE

Itron Meter Reading Systems	Included in our CIS software and implementation services will be the integration of your current and future meter reading technologies. We work with all major meter reading system suppliers including the Itron MVRS.
GIS/SCADA Interfaces	Many of our customers have requested S&S to provide interfaces between their GIS system and our <i>UtilitySuite</i> CIS applications. Based upon our current understanding of your requirements, we anticipate that this would be a straightforward customization that we would support going forward under our Annual Software Maintenance & Support Contract. We would like to have further discussions to completely scope this interface and any GIS integration beyond our brief analysis here.
Point of Sale Cash Registers	The <i>UtilitySuite</i> Cash Receipting module provides integrated point of sale cash station support. Cash tellers will have the ability to take all forms of payment and have complete access to the customer's account to apply partial payments, project a future bill, duplicate a current bill, produce a status bill reflecting payments or adjustments, etc. Based on your policies and business rules, they can provide a "one stop shopping" environment for your walk in business.
Backflow Management	We are recommending the implementation of our integrated Backflow Management system to meet all of the requirements of notification and tracking of these devices. Our comprehensive solution will improve the management and workflow of this focus area.
Data Cleansing	As part of our Data Mapping and Conversion services, we will work with the appropriate resources at the City to ensure the data is "scrubbed" as it enters the <i>UtilitySuite</i> database. This includes Customer, Meter, Street Addresses, etc. Once entered into our CIS system, data integrity is maintained on a going forward basis.
Cost effective, user defined, flexible solution providing ease of access to information	<i>enQuesta Utilitysuite</i> provides enterprise wide, real time access to information using either point and click functionality or keyboard "hot key" navigation. Configuration tables ensure that the system will grow as your business rules and needs change.
Billing Multiple Services	<i>enQuesta Utilitysuite</i> is designed to fully accommodate utilities that bill for multiple services. Our user configured rate and rate history tables are extremely robust providing maximum flexibility in rate design. <i>enQuesta</i> provides for consumption based (metered billing), flat rate, average quarter consumption, escalating or declining blocking, proration and unbundling to name only a few of the various options.
Bill Print Formats	<i>enQuesta</i> offers the utility flexibility in bill presentation with a host of user defined messaging options. This will ensure ease of interpretation by customers resulting in less call center activity for the utility.

SCOPE**Meter Inventory**

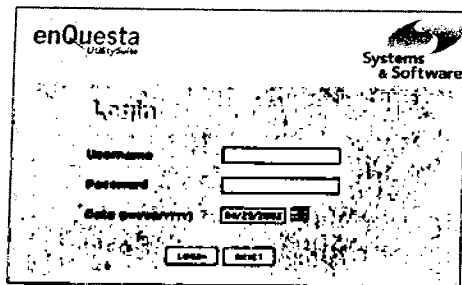
enQuesta Utilitysuite incorporates integrated meter management options allowing the utility to automatically schedule "change out" programs, AMR battery replacements, automatic receiving of new shipments and automated tracking of physical location in real time. Compound meters, master meters, and multiple meters at one location are part of our packaged proposal.

IV. SOFTWARE PERFORMANCE AND MAJOR FEATURES

City Requirements	S&S Response
What is the software system name(s) version number and date?	UtilitySuite 7.7, Release Date: October 2001
What programming language(s) was used to develop the application software?	Java Server Pages (JSP), Dynamic HTML, Java, Oracle, Microfocus Cobol, XML/XSLT
Which was the last major version of the application software?	enQuesta v.1.0 is an updated version of our UtilitySuite product with browser/ thin-client GUI. It will be implemented at a client site by the end of 2002.
Is the source code provided?	Our standard procedure is to put source code into an escrow account for the City of Redlands protection.
Is it possible to have reporting or querying tool to interface with the proposed application?	Cognos Impromptu Enterprise Reporting System Ad hoc query and reporting tool, provides a vehicle for client-server and Internet portal report distribution and analysis.
The City requires the system to be operational 24/7. Describe any limitations. If any, of the system processing batch and on-line functions simultaneously?	There are no limitations for simultaneously performing system batch processing and on-line functions.
The City must interface with other data information within the City. This will include but is not limited to GIS and General Ledgers applications. How does the vendor solution address these needs?	UtilitySuite has the ability to interface with almost any third-party software, however, this request will require further scoping to ensure we meet your exact specifications.

Systems & Software strongly recommends **enQuesta UtilitySuite** to meet the immediate objectives and future growth needs of the City. S&S' *UtilitySuite* family of products represents a solid foundation of proven software solutions specifically designed for municipal utilities. For three decades, we have developed and supported our MUPS System (Municipal & Utility Package Software), MUPS GC (Graphical Client), and most recently, our **enQuesta** browser-based software product.

enQuesta - Microsoft Internet Explorer



Primary to the *UtilitySuite* family of offerings is the outstanding functionality of our totally integrated modular solution. Made up of over 40 pluggable components, our highly configurable software can be customized to meet the demanding requirements of water and wastewater utilities facing the challenges of improving customer services and overall operational efficiencies. Any customization of our application packages is implemented through set-up and configuration tables and is supported under our Annual Software Maintenance & Support Contract. This

approach gives our customers maximum flexibility and functionality, while affording us the ability to support and enhance one set of uniform software code.

enQuesta UtilitySuite brings the latest in technological advances in information systems design to our established and customer-proven solutions. Based on n-tier architecture, XML standards connect our "thin client" browser user interface with the core logic/ business rules of our highly functional solution and with an Oracle 8i/ 9i back-end data store. Utilizing these open standards, we have the flexibility of supporting multiple operating systems, hardware platforms, relational databases, and a host of evolving mobile user devices and interfaces. All of our integrated **enQuesta** application modules are presented to the user in a full Windows graphical "thin" client. All interactive CIS applications are within a browser and performance response is in a real time environment. This allows consistent and uniform screen presentations to users on any device through a MS Explorer Version 5.5 (or higher) browser via a personal portal. In addition to the benefits of enhanced presentation of information, the browser-based UI allows flexible connectivity to network Intranet and Internet applications. This environment has proven to provide the most cost-effective solution to user and enterprise application software acquisition, upgrade, and maintenance.

Our *UtilitySuite* family of software offerings has been designed as an integrated suite rather than interfaced software packages. **enQuesta** provides maximum efficiencies by eliminating redundant steps and interdepartmental processes as the same data is manipulated by various functions. Additionally, information throughout the system is available immediately across the enterprise allowing users insight into the most current status of events. This might be a cash payment received over the counter, detail of a new site, or the status of a customer service order for field service, meter maintenance, or hydrant, valve, tap and cross connection status. The bottom line is increased operational efficiency, reduced overhead, and improved levels of service to both internal and external customers.

Our Billing module will support the various services and rate structures as they exist today and have the flexibility to accommodate additional services and changes as they come along. We provide for complex rate structures within our billing engine and can produce individual and summary bills with all services together. The format of the bill is totally up to our customer and can include historical consumption data represented graphically.

The screenshot displays the CIS interface. On the left is a navigation menu with options like Account Inquiry, Customer History, and Billing History. The main window shows a customer profile for 'Customer # 1071-0000-002'. Below the profile is a table of consumption data.

Service	Rate	Unit	Consumption	Rate	Amount	Service	Rate	Unit	Consumption	Rate	Amount
Water	0.000000	1000	1000	0.00	0.00	Water	0.000000	1000	1000	0.00	0.00
Wastewater	0.000000	1000	1000	0.00	0.00	Wastewater	0.000000	1000	1000	0.00	0.00
Gas	0.000000	1000	1000	0.00	0.00	Gas	0.000000	1000	1000	0.00	0.00
Electricity	0.000000	1000	1000	0.00	0.00	Electricity	0.000000	1000	1000	0.00	0.00
Telephone	0.000000	1000	1000	0.00	0.00	Telephone	0.000000	1000	1000	0.00	0.00
Cable	0.000000	1000	1000	0.00	0.00	Cable	0.000000	1000	1000	0.00	0.00
Internet	0.000000	1000	1000	0.00	0.00	Internet	0.000000	1000	1000	0.00	0.00
Other	0.000000	1000	1000	0.00	0.00	Other	0.000000	1000	1000	0.00	0.00

Customer Information System

At the heart of our trademark integration, CIS guides you to current and "history" information about customers, premises, infrastructure, and activities. Through our CIS, you can offer "single-call support" and deliver exceptional, proactive customer service efficiently and cost-effectively. Our customer service solution saves all call, complaint, and inquiry information, and allows you to easily create and schedule customer service orders on the spot.

The billing module automates all processes related to customer billing for water and wastewater services. A single dynamic environment integrates meter reading, editing, bill computation and printing, and timely transaction processing. It easily accommodates rate modifications, custom messages on bills, and consumption comparisons. As the City continues its growth path, *UtilitySuite's* industry leading rate file structure can easily incorporate new and existing rates that are required as part of your expansion agreements. Our billing module is compatible with all AMR and hand-held meter reading technology, incorporates OCR or bar code, interfaces with CASS certification software, and allows for installment arrangements and flexible payment plans for your customers.

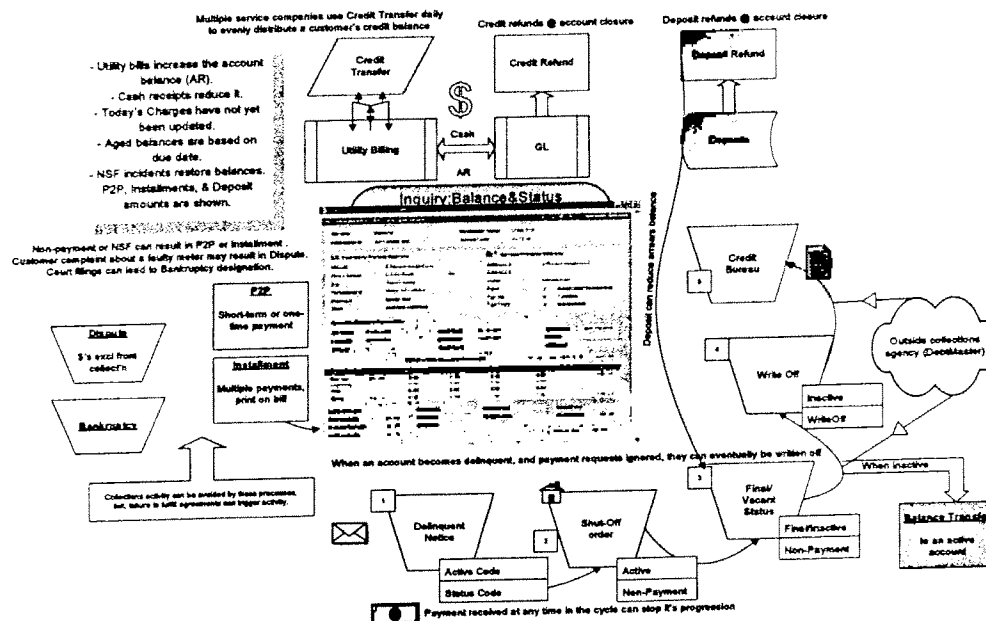
UtilitySuite handles inbound transactions as effortlessly as outbound. Through Cash Receipting, payments over the counter, via lockbox, remittance processor, ACH, and/or via the telephone or web with our Advanced Customer Care PhoneTouch and WebTouch options, the City will be able to take advantage of numerous revenue collection methods. Comprehensive A/R information allows complete online inquiry into bills, payments, and history. Credit & Collections maintains comprehensive details of customer credit and payment, establishes individual credit ratings based on payment performance, manages deposits and deposit risk increases, and expedites data to collection agencies or for lien processing.

The screenshot displays the CIS interface. On the left is a navigation menu with options like Account Inquiry, Customer History, and Billing History. The main window shows a customer profile for 'Customer # 1071-0000-002'. Below the profile is a table of consumption data.

Service	Rate	Unit	Consumption	Rate	Amount	Service	Rate	Unit	Consumption	Rate	Amount
Water	0.000000	1000	1000	0.00	0.00	Water	0.000000	1000	1000	0.00	0.00
Wastewater	0.000000	1000	1000	0.00	0.00	Wastewater	0.000000	1000	1000	0.00	0.00
Gas	0.000000	1000	1000	0.00	0.00	Gas	0.000000	1000	1000	0.00	0.00
Electricity	0.000000	1000	1000	0.00	0.00	Electricity	0.000000	1000	1000	0.00	0.00
Telephone	0.000000	1000	1000	0.00	0.00	Telephone	0.000000	1000	1000	0.00	0.00
Cable	0.000000	1000	1000	0.00	0.00	Cable	0.000000	1000	1000	0.00	0.00
Internet	0.000000	1000	1000	0.00	0.00	Internet	0.000000	1000	1000	0.00	0.00
Other	0.000000	1000	1000	0.00	0.00	Other	0.000000	1000	1000	0.00	0.00

PROPOSED UTILITYSUITE MODULES:

- **enQuesta UtilitySuite** Customer Services system (CIS) Solution
- **Customer Service & Call Tracking**
- **Water, Sewer, Solid Waste and Recycling and Billing:**
 - Comprehensive Rates & Billing Engine
 - Budget Billing
 - Installment Arrangements
 - AMR / Hand Held Meter Reading Interface
 - CASS Interface
 - OCR / Bar Code Interface
- **User Note Pad**
- **Cash Receipting Includes:**
 - Cash Teller Stations
 - Mail Processing
 - Remittance Processing and/or Lock Box Integration
- **Accounts Receivable**
- **ACH Funds Transfer**
- **Miscellaneous Accounts Receivable**
- **Credit & Collections History Tracking**
- **Cross Connections / Backflow Management**
- **Flow Management**
- **Automated Work Orders Includes:**
 - Customer Service Orders
 - Meter Orders
 - Scheduling
 - History Tracking
- **Meter Management**
- **FMS Skeletal G/L Interface**



Our 30 years of CIS experience, has enabled us to provide the utility industry with the most integrated software available, the result, higher productivity, and higher customer satisfaction for your customers. This credit and collections process flow diagram is illustrative of the integration found in our CIS solution.

A. UTILITYSUITE SUMMARIES

CIS & UTILITY BILLING

Customer Information System (CIS) - provides all users easy access to current and history information regarding customers, premises, and devices such as meters, transformers, valves, hydrants, or cross connections. It has been designed to facilitate "single call support" allowing Customer Service to minimize time and costs while providing exceptional service to customers. Going beyond traditional CIS systems, our Central Information System provides the foundation for all Customer Service and Work Management modules.

Customer Service & Call Tracking - complements the automated Customer Work Order system by maintaining information regarding calls, complaints, or inquiries made by customers. It has a built-in emergency notification system in cases where excessive problem calls are received. The system has a direct interface with word processing, providing complete letter file maintenance on all correspondence. As well, the *UtilitySuite* System Customer Service & Call Tracking module is accessible from all of the utility inquiry screens for quick, instant, and scheduled work orders.

Billing - automate the processes necessary to bill water, sewer, storm, and/or refuse customers. The system supports a deregulated environment and encompasses meter readings, customer inquiries, computation and printing of bills, and updating of master records. The user can modify meter rates based on usage or by applicable rate structure. Bill printing features can include customized messages,

consumption comparisons, and selections by zip code and/or carrier code, OCR/bar coding, duplicate and quick bill capabilities as well as delinquent account notices. Our billing module is fully integrated with the *UtilitySuite* System Cash Receipting application.

The following components are included as required with the Utility Billing modules:

- **Hand-Held/AMR Meter Reading Interface** –allows the automatic transfer/download of routes to hand-held and AMR devices (i.e. Radix, Itron, Sensus, etc.) as well as the automatic transfer of readings into the appropriate *UtilitySuite* System modules. It accommodates Radio Frequency (RF) and telephone reads, and has the ability to generate work orders from information entered into the hand-held or AMR device.
- **No Access** - tracks the meter reader's inaccessibility to a customer's meter. The system has a direct interface to word processing, which automatically creates letters notifying customers that access to their meter is required.
- **OCR/Bar Code Interface** - enables account numbers and billing amounts to be scanned for automatic updating of information into the cash receipting system. OCR/Bar Coding is an efficient and effective means of posting information to the database. It also offers zip+4 postnet printing on bills, Accounts Payable checks, Payroll checks, and Accounts Receivable invoices and statements, which can yield substantial postage savings. The **enQuesta** System OCR/Bar Coding component is completely integrated with the **enQuesta** System Inventory module, allowing labels to be scanned for ease of physical counts.
- **Installment Arrangements** - allows users to easily set up an installment plan for past due balances according to the utility business rules while keeping their present bills paid and up to date.
- **Budget Billing** - allows users to set up customers with the option of dividing their utility bills into a selected number of equalized budget payments over the course of a year. The system anticipates yearly billings, splits the sum into equal installments, and then tracks payments by month.

Miscellaneous A/R Automatic Invoicing - produces an invoice based on miscellaneous charges (i.e. the replacement of a fire hydrant due to a car accident) incurred by individuals whether they are a customer or not. When a special request work 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. This module integrates with the **enQuesta** System Cash Receipting application.

Cash Receipting - provides the ability to post payments to customers' accounts. The module allows online account inquiry and the ability to post to different funds within the same transaction. The **enQuesta** System Cash Receipting module can be fully integrated with a receipt printer, cash drawer, scanning input device, and the **enQuesta** System OCR/Bar Coding module. Additionally, the system supports mail, IVR, web, lock box and remittance processing.

Credit & Collections History Tracking - maintains comprehensive detail on customer credit, aged balances, installment agreements, dispute billings, delinquent status, and supports collection agencies. It establishes individual credit ratings based on a point system custom to each utility. Also included are: a detailed bankruptcy file, a flexible collection process, and the ability to refund full or partial deposits based on customer payment history, generate a deposit risk increase for customers with a poor credit rating, bill for multiple deposits, and generate promise-to-pay agreements. The system has a direct interface with word processing providing complete letter file maintenance on all correspondence.

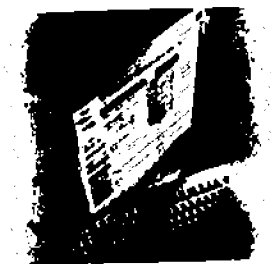
ACH Funds Transfer - creates a file for your bank, debits your cash account, and credits your customers' accounts through the Federal Reserve System.

User Note Pad - allows free form unstructured recording of any information throughout the system. Date, time, and user ID are captured automatically, providing additional reference information. These free form notes are accessible from all **enQuesta** System modules.

ADVANCED CUSTOMER CARE

Advanced Customer Care extends the boundaries of customer relationship management (CRM) and maximizes the proven functionality of *UtilitySuite*. With PhoneTouch, the S&S Interactive Voice Response (IVR) solution, customers can access their account information, such as current balance and last payment date, via their telephone touch pad. They can also view and pay their bills online through WebTouch, a powerful interactive web interface. Both of these products offer fax-on-demand of specific documents and are available to customers 24/7. Document Imaging allows you to store, retrieve, and view customer correspondence, contracts, prior bills, and other important documents while interacting with the customer.

- **WebTouch:** adds value to your customer relationships by giving them 24/7 access to their account information via the web. The following are custom features of WebTouch:



- **Account Balance/Payment Inquiry** allows customers secure web access to specific account information by entering their account number and personal password. They can then see their account balance, details of services billed, and past history of consumption and payments. Customers can also establish a new account, sign up for automatic bank drafting, and fill out forms that would normally require a visit to your offices.
- **Internet Bill Presentment and Payment** moves your utility quickly and easily from the world of informational websites to the world of E-Commerce. It allows you to notify customers directly via e-mail when bills have been posted, at which point they can review them online, research payment/consumption history, and make direct payments via bank draft or credit card. In addition, e-billing costs less than half that of paper billing, is environmentally sound, and differentiates your utility from your competitors.
- **Payment Processing** serves as a network-wide payment center in handling secure credit card and bank drafting transactions. It will take customer account information, verify credit, process the transaction, send a confirmation, and deposit the funds to your account.
- **E-Commerce** facilitates electronic delivery of messages, newsletters, and other information to customers. Instead of sending costly and time-consuming mail inserts, hypertext links direct customers to information including product promotions, conservation programs, and regulatory initiatives.

PhoneTouch Interactive Voice Response (IVR): our solution for interactive voice response (IVR), enhances your interactions with customers by giving them 24/7 access to their account information via telephone. S&S custom fits a software solution to reflect your specific needs:

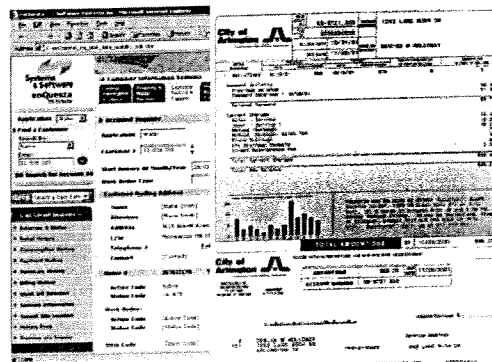


- **Account Balance/Payment Inquiry** allows customers to access their account by entering their account number on the phone keypad or via voice recognition. Depending on the information you want to provide for your customers, they are able to access their account balance, due date, recent payments received, service termination date, etc. Additionally, customers can request payment extensions or sign up for automatic bank drafting as though they were speaking live with a CSR.
- **Payment Processing** serves as a network-wide payment center in handling both credit card and bank drafting payments. It will retrieve customer account information, verify credit, process the transaction, and deposit the funds to your account. Customers can check balances due and make payments directly through a telephone.

- **Screen Popping** delivers the incoming call and customer account screen simultaneously to the CSR, eliminating the need to ask for customer information or the purpose of the call. This feature saves approximately 25 seconds per call, while enhancing the customer's experience with your utility.
- **Multi-Language Support** gives the City the ability to respond to specific customer ethnic requirements within the service area.
- **Voice Recognition** eliminates the need to use a telephone keypad to enter required account information.
- **Problem/Outage Reporting** provides a 24/7 reporting center in which customers enter their account number and specify the type of problem they are experiencing. The information is then transmitted to an existing outage reporting system.
- **System Outdialing** allows you to select a subset of telephone numbers to be automatically dialed. It delivers time-sensitive information such as scheduled outages or maintenance. It can also be used to market new products and services, or to conduct customer satisfaction surveys. Coupled with the screen-popping feature, outdialing can facilitate collection calls with delinquent account information displayed for the collection agent when the customer answers the phone.
- **Fax-on-Demand** enables you to fax information to your customers with the same ease as sending a document to print. Upon selection of documents, customers are prompted to input their fax number and this feature immediately faxes the document to the caller.

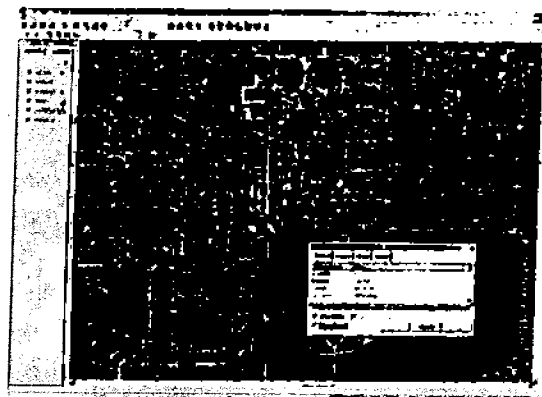
DocuTouch Document Imaging: Document imaging technology enhances your interactions with customers by giving your CSRs the ability to quickly access key correspondence, contracts, and other customer-related documents. We customize our DocuTouch solutions to incorporate:

- **Document Storage** allows you to capture electronic images of documents through scanning, facsimile, e-mail, or direct output from the *UtilitySuite* applications. Direct output stores a single template Computer Output to Laser Disk (COLD) for each document type, such as a utility bill or delinquency notice. Data for each individual document is compressed to conserve disk space. When the document is retrieved, the template is merged with the appropriate data to recreate the original image. During implementation, we catalog and key these stored images to specific customer accounts.
- **Document Retrieval** facilitates viewing or printing of stored documents, or sending them via fax or e-mail to a designated recipient. While talking to a customer, documents can be accessed and displayed alongside account information on the account inquiry screen.



In addition to customer care, document imaging supports *UtilitySuite* Work Management, Asset Control, and FMS components as well. Confidential information is secured based on management needs and is accessed through user ID authorization.

GeoTouch GIS Interface - allows the transfer/download of data elements from the **enQuesta** database to popular Geographic Information Systems such as ESRI's ArcInfo. Dynamic information from the Customer Service, Work Management, Asset Management, and Finance & Accounting modules is made available to the spatial data of the GIS system. An example of what we can do is the interface of CIS and GIS to tie the City activities to the customers that will be affected, for example a hydrant flushing notification campaign.



WORK MANAGEMENT

One of the most daunting tasks for any utility is efficiently managing work orders to facilitate new services, maintain existing equipment, and build new infrastructure. *UtilitySuite's* Work Management modules allow you to handle all of these challenges by integrating the field with the call center and the back office. As you create, schedule, and perform work orders, the system updates and tracks them. Equipment Maintenance Scheduling allows you to manage preventative maintenance for facilities, equipment, and plant assets. In concert with Work Order Costing, this helps managers track costs and make informed decisions.

UtilitySuite's powerful Job Costing/Project Management tool allows you to create a comprehensive job database of phase details, labor, material, equipment, subcontractors, and overhead costs and manage your work-in-progress (WIP). Its tight integration with FMS facilitates automatic posting of WIP at the end of each month. A/R Time & Material Billing automatically invoices for labor, equipment, materials, and subcontractors.

- Work Order Costing
- Equipment Maintenance Scheduling
- Job Costing/Project Management
- A/R Time & Material Billing

Work Management Modules Summary:

- **Automated Work Orders/Meter Orders/Customer Service** - Orders/Scheduling/History Tracking-allows users to provide assistance to their customers with regard to new services, disconnects, meter-related services, transformers, valves, taps, hydrants, cross connections, and other types of work orders. The system automatically creates, schedules, and tracks work orders for new accounts, discontinues service to present customers, and updates information for customers who are moving. There are also a myriad of "New Sites" Work Order types which allow for the creation of single and/or multiple service premise addresses, customer accounts, and

property device items (meters, etc.). These are created across multiple enQuesta System applications (i.e. Electric, Gas, Water, Sewer, Storm, Refuse, etc.) This module also has a direct interface with word processing providing flexibility in work order generation and in producing customer correspondence.

- **Job Costing/Project Management** - serves as a management tool to track work in progress using actual compared to budgeted (estimated) costs. It works in conjunction with the enQuesta System General Ledger, Accounts Payable, Purchase Orders, Accounts Receivable, Equipment Maintenance & Scheduling, Inventory, Equipment Costing, Fixed Assets, CPRs, and Payroll applications. This module creates a comprehensive job database inclusive of phase details, labor, material, equipment, subcontractors, and overhead costs. The Phase Inquiry allows for "drill down" into Job Cost detail by job, division, and phase. This module is generally used for costing, management of capital projects, and work not specifically related to a customer premise.
- **A/R Time & Material Billing** - works in conjunction with the Job Costing system to automatically invoice the cost of labor, equipment, materials, and subcontractors to a customer. Information is automatically transferred and updated to the enQuesta System General Ledger and Accounts Receivable modules. The A/R Time & Material Billing module also integrates with the enQuesta System Cash Receipting application.
- **Equipment Costing** - tracks the revenue and costs associated with specific equipment for analysis. It provides the capability to track labor and equipment costs through the enQuesta System Payroll module and material costs through the enQuesta System Accounts Payable module. Equipment costs can be posted to a job based on established rates.
- **Equipment Maintenance & Scheduling** - tracks the maintenance cost associated with labor, material, and equipment to a piece of equipment. Additionally, it provides the scheduling of necessary registration and maintenance of equipment.

ASSET CONTROL

To manage your assets responsibly, you need an exceptional and intuitive software solution. Through its innovative configuration, *UtilitySuite* enables you to streamline tasks and responsibilities. Meter Management, a major component of the Customer Information System, tracks meters, ERTs, and other relevant information. Inventory controls purchase order details, receipts and issues, returns, and interdivisional transfers, and manages value and quantity on-hand. Financial and physical management of capital assets is accomplished through our Fixed Assets module.

- Meter Management
- Inventory
- Fixed Assets
- Continuing Property Records
- Water
- Backflow Management
- Hydrant/Valve/Tap Management

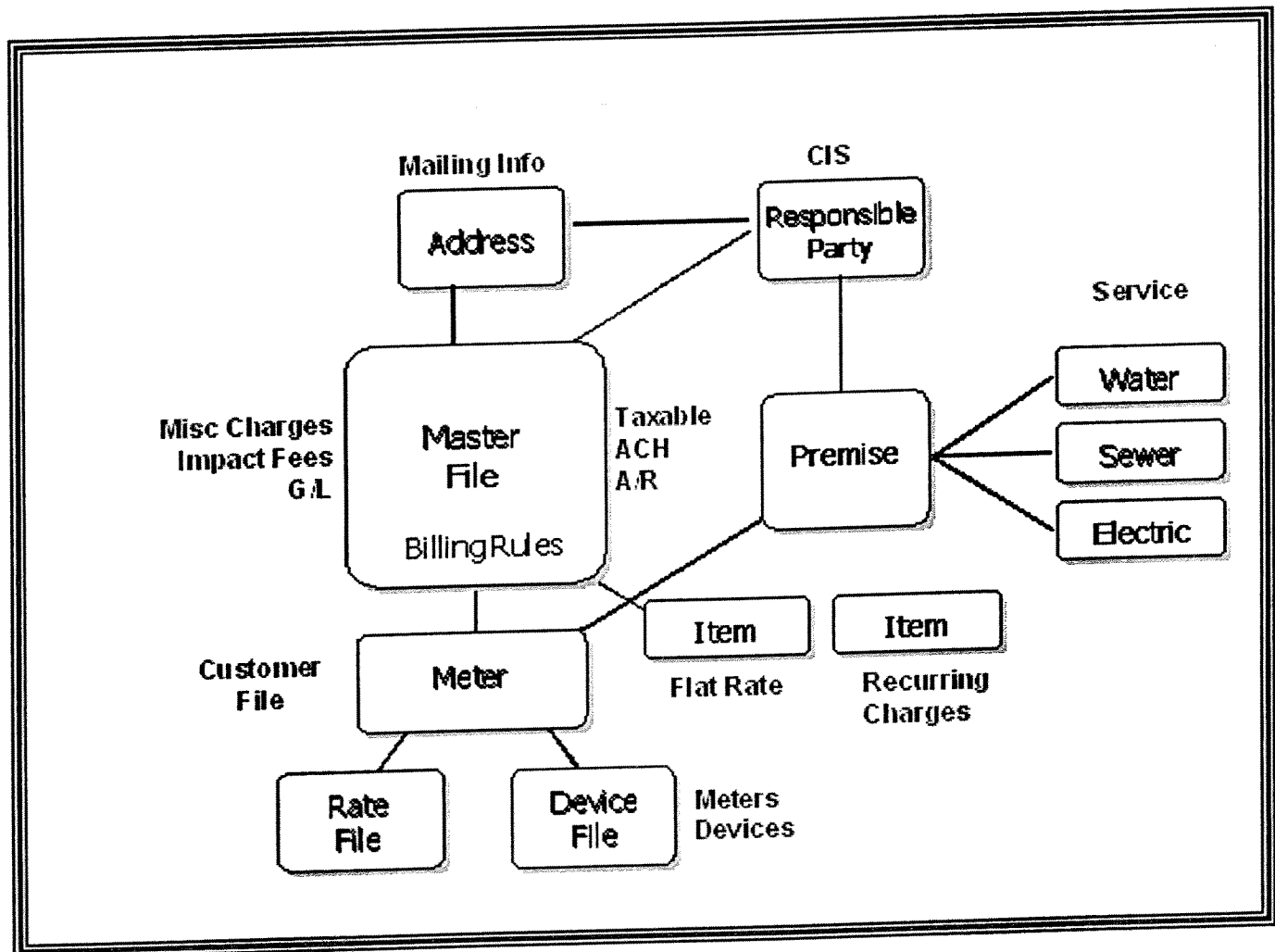
Asset Management Modules Summary:

- **Inventory** - maintains a comprehensive database that details the quantity on hand based on product and location. The Inventory module tracks discounts, back orders, purchase orders, commissions by product, and inter-division transfers. It ties to the **enQuesta** System General Ledger, Accounts Payable, Purchase Orders, Job Costing, Equipment Costing, Accounts Receivable, and OCR/Bar Coding modules. Inventory can also run stand-alone.
- **Fixed Assets & Facilities Management** - tracks all capital expenses related to fixed assets and facilities. It allows the user to retire the cost of capital over a set period of time based on a depreciation formula.
- **Meter Management** - tracks meters, ERTs, and other meter-related assets throughout the system from purchase to disposal. Meter description, status, and history data are captured and maintained with detail regarding installs, removes, test results, repairs, etc. The Meter Management module is a major component of the Central Information System. History information including installation dates and locations, meter and sequence numbers, rate and class codes, and repair and testing information, is stored within the application.
- **Blocking Study** - is used in conjunction with Load Curve/Consumption Analysis to determine appropriate rate changes within the company. The system analyzes CF, CCF, and gallons in a straight blocking format.
- **Load Curve/Consumption Analysis** - allows the customer to analyze consumption demands throughout the system and run "what if" scenarios. Based on these scenarios, changes in rate structures and distribution system requirements are supported.
- **Water Hydrant/Valve/Tap Management** - tracks water hydrants and valves throughout the system from purchase to disposal. History information is stored regarding data such as primary and secondary pressure, serial number, pipe size, date installed, line number, source feeder, valve opening size and description, and fire hydrant class.
- **Continuing Property Records Water** - maintains a comprehensive inventory of all components through every stopping point of each CPR. Information is stored regarding lines, valves, locations, mapping coordinates, size and kind of pipe, fittings, cross connections, and hydrants. Various reports on the components are also included.
- **Backflow Management** - provides a method of controlling backflow device monitoring to prevent the contamination of the water supply. The module integrates with word processing and automatically generates letters based on an anniversary calculation and user-defined inspection periods.

B. Data Model / Entity Diagram

High-Level Data Model and Entity Relationship Diagram

The following diagram illustrates the core elements of our system: Person, Premise and Thing. These three elements contain demographic, geographic and financial information that is essential to making up an the City customer account.



As part of our response to your RFP, we have also included an Entity Relationship Diagram (ERD) for your review. Due to the sensitive nature of this material, we will be more than happy to share the entire architecture and associated ERDs with you, but would ask that we enter into a mutual Non-Disclosure Agreement prior to reviewing this material

V. PROPOSED APPLICATION AND DATABASE SOFTWARE, COMPUTING ENVIRONMENT AND CONNECTIVITY

The vendor must present, in detail, features and capabilities of the proposed application software. In addition, the following items must be included:

Hardware Environment: Describe the ideal hardware environment required to utilize the proposed software. In the event there is more than one suitable hardware platform, list all options indicating the relative strengths and drawbacks (if any) of each.

Network Environment: Describe the ideal network environment required to utilize the proposed software. In the event there is more than one suitable network configuration, list all options indicating the relative strengths and drawbacks (if any) of each.

Operating Systems: Identify the ideal operating system required by the proposed applications software and database management system in the hardware environment recommended above. In the event there is more than one suitable operating system, list all options indicating the relative strengths and drawbacks (if any) of each.

Database software: The vendor shall identify the ideal database platform for the proposed software. In the event there is more than one suitable database platform, list all options indicating the relative strengths and drawbacks (if any) of each.

Connectivity: The vendor must specify any hardware, software, or services required to connect the server to the City's network.

UtilitySuite is scalable in both hardware and software. In addition to being the most functional, integrated CIS solution available to water utilities, *UtilitySuite* applications run efficiently on some of the World's leading database platforms and hardware environments. While forecasting the future is difficult, by partnering with leading edge companies offering open technology we help the City protect its CIS investment.

We recommend three different environments for the City:

- Testing and Development
- Training
- Production

Our n-tier implementation is supported in a multi-server environment with the ability to scale horizontally across many servers, as well as vertically within a single server. The proposed hardware configuration would include two servers: one as an application/ web server and another as the database server:

- **Web/ Application Server:** Allows a client machine (workstation) to offload performance-sensitive transactions as well as run the *UtilitySuite* Internet client.

- Database Server: Primary data storage and processing. As specified by the City the database will be Oracle 9i.

S&S strongly recommends the installation of a Unix server operating system. The proposed platforms are market leaders, offer non-proprietary open system technology and allow for multiple upgrade paths within a growing family of products are the Sun Fire V8880 server and the IBM RS/6000 servers. Either system provides a proven hardware platform that will enable the City to maintain superb system performance and reliability.

"Open Systems" Unix Operating Environment - UtilitySuite is designed to exploit the open systems Unix operating environment of COSE/IEEE POSIX industry standards, providing powerful transaction processing, intuitive user access, and extraordinary price performance. Having multiple vendors compete in this arena with technology platforms, development tools, connectivity and communications options, relational database products, SQL query tools, end-user productivity aids, etc., has resulted in affordable and flexible system options. The flexibility of this Unix operating environment facilitates simple integration with a LAN/WAN network environment and cost-effective expansion of the system as requirements grow. Open systems also afford maximum flexibility to take advantage of new technology. By choosing an open systems platform, S&S is able to easily incorporate technologies such as GUI, browser, XML, Java, and Oracle tools into our offerings.

PROPOSED HARDWARE CONFIGURATION AND PERIPHERAL PRODUCTS



SERVER		DATABASE SERVER	
Server Role		Production database server.	
Supported Hardware Platforms		IBM	
Recommended O/S Platform(s)		AIX v 5.1	
Recommended Model numbers		IBM RS/6000 Model 6H1	
Data Storage		S&S will evaluate the data requirements and configure the database over multiple disk drives to ensure optimal performance. IBM 7133-D40 SSA (total storage 946.4 GB) and 3581-L17 LTO Ultrium tape drive.	
RAM		S&S recommends 8 GB of memory at a minimum.	
Processor and Speed		2 Way RS 64 IV 600 MHz processor The database server must have enough processor power, memory, and disk space to support actual data storage and processing.	

SERVER	DATABASE SERVER
Number of Processors	Two processors are recommended.

SERVER	WEB/ APPLICATION SERVER
Server Role	Web/ Application server.
Supported Hardware Platforms	Sun and IBM
Recommended O/S Platform(s)	Option (a): Sun Ultra SPARC—Solaris 9 Option (b): AIX v 5.1
Recommended Model numbers	Option (a): Sun Fire V880 Server Option (b): IBM RS/6000 Model 6C1
Hard Drive Free Space	S&S will evaluate the data requirements and configure the database over multiple disk drives to ensure optimal performance. Option (a): Sun StorEdge T3BWG and Sun L9 LTO tape drive. Option (b): IBM 7133-D40 SSA and 3581-L17 LTO Ultrium tape drive.
RAM	S&S recommends 4 GB of memory at a minimum.
Processor and Speed	Option (a): 900 MHz Ultra SPARC III processors Option (b): 2 Way 450 MHz Power3-II processor Additional processor power is always advisable for performance reasons.
Number of Processors	Two processors are recommended.

IBM disk technologies are fault-tolerant, hot pluggable, RAID mirrored storage for protection of your data. At 10K rpm, either system will provide the best overall performance and reliability at the lowest cost. IBM models allow for growth well into the multiple Terabyte range. Through a careful analysis of your data requirements, and proper hardware sizing will allow S&S to meet your requirement that disk space not exceed 60 percent utilization.

The system is backed up on Linear Tape-Open (LTO) Autoloader Tape Subsystems in an unattended mode with a compressed data storage capacity of 1,400GB each.

Each of these major hardware server components is mounted in a single industry-standard system rack enclosure with redundant power and cooling control, and easy rack drawer mounts.

To ensure a high level of system availability, we would recommend the implementation of redundant clustered servers ("cluster fail-over" environment) for both the web/ application and database support. This will be discussed further in our analysis prior to final configuration and pricing.

From a bill print standpoint, we will provide custom bill formatting/ imaging (please see attachments for bill print examples).

All major hardware components are first delivered to S&S for initial installation, assembly, and burn-in testing. The operating system and third-party software packages are integrated into a system specific to each customer. The base *UtilitySuite* applications are loaded and tested on the server. Initial security, as well as backup and recovery measures, is implemented in preparation for delivery to the customer. The server is repackaged and shipped to your site where it is installed, tested, and accepted by the appropriate City personnel for initial use in preparing for data conversion.

The pricing summary includes training by S&S personnel for the appropriate City personnel on the hardware configuration, general system operations, backup and recovery, and security.



PROPOSED SOFTWARE

CIS Software	
Software Product	enQuesta UtilitySuite
Version Number	7.7
Reason for Product	Premier CIS solution for the City. In addition to the modules which are detailed in <i>Section IV. Software Performance & Major Functions</i> , a wide variety of Production Reports are included. A partial list of reports is included in <i>Section XV. Appendix</i> .

Third Party Software	
Software Product	AIX
Version Number	AIX v5.1
Reason for Product	Operating system software.
Software Product	TUN NET Plus NFS/ FTP
Version Number	V10
Reason for Product	Licensing to run the PC client software for LAN/ WAN personal computers requiring DOS drive mount to server for applications such as banking/ ACH interfaces, hand-held meter reading, telephone meter reading, etc.
Software Product	BEA Weblogic Server
Version Number	6.1
Reason for Product	Designed specifically for enterprise and e-business applications, launching Enterprise JavaBeans (EJB) as web services with no additional programming. It also offers new standards-based application integration capabilities , as well as support for the Java 2 Platform, Enterprise Edition (J2EE) 1.3.

Third Party Software		
Software	Product	Hummingbird Exceed X/ Motif
Version Number	Reason for Product	Terminal emulation for X-windows support of Oracle 8i/ 9i or other performance monitoring tools.
Software	Product	Cognos
Version Number	Reason for Product	Impromptu Enterprise Reporting System Ad hoc query and reporting tool, provides a vehicle for client-server and Internet portal report distribution and analysis.

Desktop Workstations & Network Configuration

Our **enQuesta UtilitySuite** software is implemented in a "thin client" desktop environment, and can be supported on a wide range of desktop configurations. The two fundamental types of workstations are: Windows client and Internet client (PC, handheld device etc. with supported web browsers).

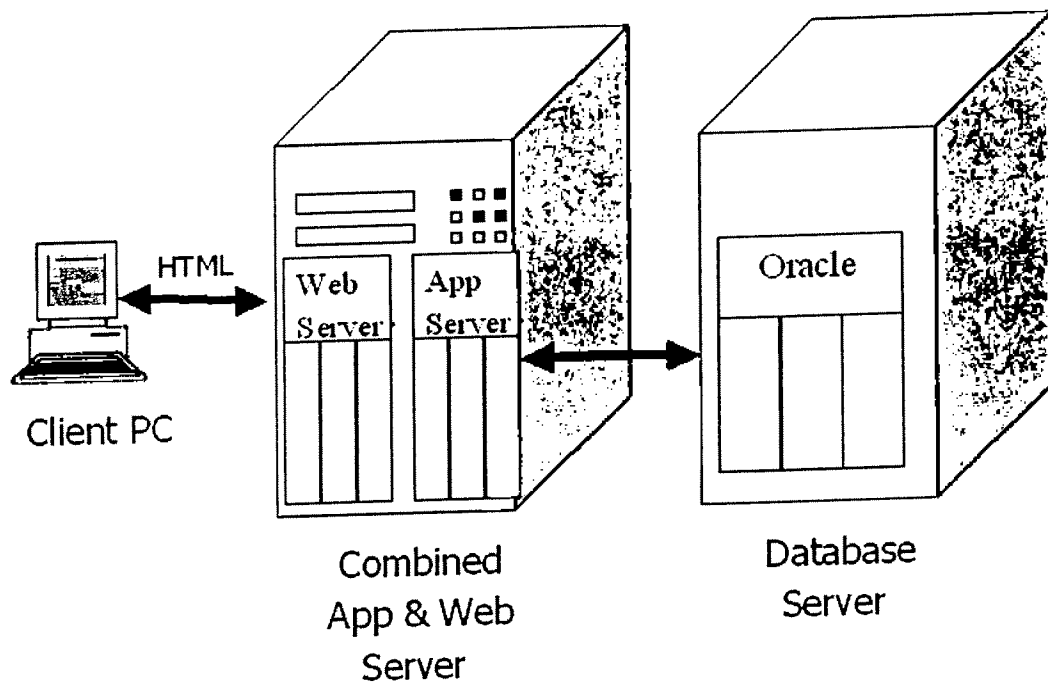
Workstation	Recommended Minimum
Operating System	Windows 98/2000/XP
RAM	128 MB (for reporting tools)
Monitor Specifications	1024 x 768 base pixel resolution and 17" or greater monitor size.
LAN Speed	10 to 100 Mbps (Ethernet, Fast Ethernet, Gigabit Ethernet)
Other Software	MS Internet Explorer v5.5 and above

Network	Recommended Minimum
Network Protocol	TCP/ IP
Capacity (bandwidth)	10 Mbps to 100 Mbps(Ethernet, Fast Ethernet, Gigabit Ethernet)
Network Speed	10 Mbps to 100 Mbps (Ethernet, Fast Ethernet, Gigabit Ethernet)

As part of our analysis process with the City, we will conduct a user requirements study and network topology analysis to understand the current and anticipated traffic loads on your network. This may result in some upgrade recommendations to ensure optimal response to users.

enQuesta is deployed and accessed by the end user just as they would access any other web site. The diagram below illustrates the physical configuration of **enQuesta**. Using a "thin client" user interface, thereby not having to deploy any unique software to a client PC increases value to the City by lowering the costs typically associated with upgrades, increased deployment and maintenance.

Typical Physical Configuration



UtilitySuite utilizes an Oracle or Informix relational database management system (RDBMS) that is both ODBC and SQL compatible. The *UtilitySuite* RDBMS provides a highly efficient production environment with a thin client/server SQL reporting system, complete with data dictionary. This allows the applications to interface with other ODBC RDBMS products such as Oracle, DB2, SQL Server, and Informix, and other popular SQL query and decision support products.

A. ORACLE 8i/9i

ORACLE To meet the requirements of the City, S&S is proposing an Oracle 8i/ 9i relational database management system. Oracle RDBMS comes with utilities to monitor performance. These tools also help to fix and avoid performance problems. The Oracle Enterprise Manager (OEM) comes with three packs (Diagnostics, Change Management, and Tuning). The Diagnostics and Tuning packs are helpful tools for diagnosing, fixing, and monitoring performance problems. Basic features of these packs are as follows:

Diagnostics Pack

- Oracle TopSessions displays details about all sessions that meet specific criteria, including blocking and blocked sessions. Database administrators can use TopSessions to kill problem sessions.
- Oracle Performance Manager collects various real-time performance data, including database and operating system data. Collected data is presented in chart form to help diagnose current problems. Performance Manager can display both pre-defined charts and user-defined charts. Drill down can be performed directly to a historical view of the data being monitored.
- Oracle Capacity Planner collects historical data for databases, operating systems, and other managed services and presents it in charts geared for trend analysis or other diagnostics. Administrators can use these charts to project future requirements. Capacity Planner uses the same collection services Performance Manager uses to collect data.
- Oracle Advanced Events are pre-defined event tests that expand the Enterprise Manager Event Management System's capabilities. Once installed, these tests are available for creating events in the Enterprise Manager Console, event pane. Advanced events includes a test for user-defined SQL. This test allows thresholds to be set for values returned by any SQL statement.

Tuning Pack

- Oracle Expert is the database tuning component of the Oracle Enterprise Manager Tuning Pack. Database administrators can use Oracle Expert to collect data and provide analyses that will help optimize the performance of their database environments.
- Oracle SQL Analyze helps identify the top resource-consuming SQL statements and provides a workbench for analyzing and tuning SQL, as well as evaluating the indexes used by current and prior SQL statements.
- The Tablespace Map provides a quick, graphical presentation of important tablespace information, such as the physical layout of a tablespace and an analysis of potential tablespace

problems. Once problem areas are identified, the Reorg Wizard can be launched to correct those problems.

- The Index Tuning Wizard evaluates a database environment to determine whether index tuning will accelerate access to data in database tables. The wizard then generates detailed index tuning recommendations and generates scripts to implement the changes.

Other performance tools and utilities are a part of Oracle RDBMS in addition to these OEM packs. One such utility is STATSPACK. Bundled with the Oracle Server, these tools generate complete reports of the database activity. The STATSPACK utility provides more flexibility in managing statistical snapshots. The database has a complete set of statistics and mechanisms to alert when problems are occurring. Gathering information to tune an Oracle database can be obtained with the following tools and database resources:

- Alert log and trace files. The first step in detecting a performance problem is searching for errors or warnings issued by the database. These files keep track of this information.
- V\$ views. Database statistical information is stored in the V\$ views.

RDBMS Utility Tools

Change Management Pack: The Oracle Change Management Pack consists of the Change Manager application and a group of tools that provide a complete solution for managing complex schema and database changes in the Oracle environment. The Change Management Pack can be used to:

- Capture definitions of database object definitions
- Compare and synchronize object definitions
- Copy object definitions from one database to another
- Directly specify changes to object definitions
- Search for the object definitions that match a set of search criteria that the user specifies
- Automatically generate scripts and impact reports
- Undo changes made by a script

Three tools (DB Capture, DB Diff, and DB Search) help track and analyze changes.

- DB Capture generates baselines of database object definitions at specific points in time.
- DB Diff compares database object definitions or baselines and can also synchronize object definitions after comparing them.
- DB Search locates database object definitions that meet specified search criteria.

Three tools (DB Alter, DB Quick Change, and DB Propagate) modify or create object definitions.

- DB Quick Change makes changes to one object definition.
- DB Alter makes multiple changes to multiple object definitions.
- DB Propagate synchronizes and/or makes copies of one or more object definitions.

Many other utilities are a part of the Oracle RDBMS environment, such as SQLLoader, Dbverify, Export, Import, Tkpof, and LogMiner. Database administrators and application developers use these utilities for maintaining and developing applications using Oracle databases.

UtilitySuite Decision Support Solution for Oracle (DSS) – The optional Decision Support solution can include an Oracle relational database management system (RDBMS) implemented in an isolated reporting data warehouse environment. Every night, DSS extracts and loads updated data from the production system into the data warehouse, giving a current and accurate snapshot of all system information. Because meta data (data dictionary) is provided to facilitate user and application SQL and OLAP access, all *UtilitySuite* data elements can be queried with sophisticated ad hoc SQL tools.

B. COGNOS IMPROMPTU

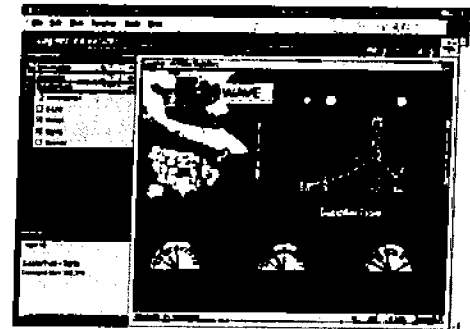


Better Decisions Every Day™

Cognos Enterprise Business Intelligence (BI) Solution – The *UtilitySuite* solution is designed to be easily accessed by a host of query, reporting and analysis products. We have chosen Cognos Impromptu for desktop and web browser data access across the DSS Oracle data warehouse for enterprise query and reporting. Impromptu provides a vehicle for wizard-driven report design and distribution.

The popular Cognos PowerPlay product delivers multi-dimensional analysis via OLAP technology. Both Cognos products provide users with easy access to the *UtilitySuite* data. With this combination of tools, products, and sound design strategy, S&S offers our customers maximum flexibility, functionality, and scalability for a cost-effective business intelligence solution.

UtilitySuite DSS Data Marts – S&S can provide pre-packaged data marts that organize information from the data warehouse in pre-defined dimensional models. Because the information is presented the way users view their business, rather than the way the data is structured, users can easily create powerful reporting applications without having to understand the underlying database connectivity and functionality. This facilitates customer relationship management (CRM), enterprise asset management (EAM), and enterprise resource planning (ERP).



UtilitySuite DSS Business Intelligence (BI) Cubes – *UtilitySuite* delivers robust business performance measurement environments for detailed insight into CRM, EAM, and ERP application areas. Using Cognos PowerPlay, key business indicators are presented in an at-a-glance scorecard format with a "red light/green light" approach to highlight areas of concern or interest. Business performance measurement reports and status reports display information tracked over time in key areas of interest or concern such as customer service, operations, and finance. Users can filter, "drill down," change displays, and move from high-level summary information to the underlying details with point-and-click ease.

These management-level overviews can be effectively displayed in intuitive charts, graphs, spreadsheets, and maps to facilitate understanding and fast decision-making. PowerPlay's wide range of interactive

features and reports can easily be accessed and shared throughout the enterprise. As with all modules, upgrades, enhancements, and ongoing support are provided with the BI Cubes.

Cognos Impromptu Enterprise Reporting System - The *UtilitySuite* solution offers easy access for ad hoc query and reporting. The Cognos Impromptu Enterprise Reporting System provides a vehicle for client-server and Internet portal report distribution and analysis. ODBC/SQL access is also supported by a host of popular SQL query and decision support products such as Cognos PowerPlay, Crystal Reports, MS Access, etc.

VI. DATA CONVERSION

Based upon prior experience with extraction and data conversion from the PICK system, the City recommends the vendor utilize a PICK specialist for this task. A backup tape of the current PICK utility billing database (including approximately 15 years of history) will be provided to the selected vendor from which it can then be converted to Access or another database format for use by the vendor. The vendor should describe the planned approach for accomplishing the conversion, including activities related to data mapping, development of conversion specifications, conversion programming, conversion testing, multiple mock conversions, and data cleanup.

Systems and Software has extensive experience in the data conversion of multiple platforms, file structures and data repositories. We specifically possess deep PICK based data conversion experience and have successfully converted over ISAM, VSAM, SAM, Comma Separated, Tab Delimited, DB2, Oracle, Informix, SQL Server, Excel, Text file and Access data structures as well.

For further information regarding the planned approach for accomplishing the conversion, please see *Section VIII. Implementation Approach and Training*.

VII. THIRD PARTY SOFTWARE

The vendor shall explicitly state the name of any third-party products that are a part of the proposed solution to the City's list of requirements. For each third-party product, there must be a statement about whether the vendor's agreement will encompass the third party product and / or whether the City will have to enter into an agreement on its own for the product.

Vendor shall also provide proof that they have access to the third-party software source code (own or in escrow) and that the vendor has the ability to provide long-term support for the third-party component of their system.

From many comes one is an apt way to describe our CIS implementation approach. Each member of the team brings key attributes that are critical for success. The team that would be involved at the City would consist of:



S&S is the leading provider of comprehensive integrated management information systems for water, wastewater, refuse, and storm water utilities. Founded in 1973, the company has focused exclusively on the utility industry. Customers include public and investor-owned utilities throughout the United States. As a Total Solution Provider, our methodologies and support services drive projects in on time and within budget. Through our unique approach, you focus on business operations and rely on S&S for technology, maintenance and software support.



To ensure the City of Redlands successful implementation and ongoing management of a CIS, the City must:

- Clearly define expectations up front
- Assign a project manager who understands the City's business drivers
- Assign a project team to support all aspects of system design and implementation
- Build a relationship that allows S&S to tell the City what it needs to know, rather than what it wants to hear
- Convey project sponsorship from key senior leadership

If the City chooses an Advanced Customer Care module (PhoneTouch, WebTouch, DocuTouch or GeoTouch) one or more of the following companies would become a part of the team.



Frank Solutions, Inc. (FSI), based in Englewood, Colorado, is a national leader in providing Interactive Voice (IVR) Response, Voice Recognition, Computer Telephony, Interactive Web Response and e-Commerce software solutions to the Government, Utility, Insurance, and Higher Education Marketplaces. The TelePath solution offers a wide range of proven, state-of-the art technologies to improve Customer Service and Call Center system operations. FSI was founded in 1988 and its mission is to develop long-term relationships with their clients by providing proven Call Center technologies and unparalleled customer support. FSI currently has over 125 TelePath Client sites across the country. www.tpath.com



1image, Inc. 1image Software (pronounced "one image") was incorporated in Colorado in December 1981. 1image develops and markets Unix, Linux and Windows-based electronic document image management systems that capture, store and display electronic files and scanned paper documents as graphical images. 1image Software has an established presence in a multitude of industries, and a strong presence in municipal and investor owned utilities. www.1image.com



UAI, Inc. Utility Automation Integrators (UAI) is the global leader providing fully integrated, high-tech AM/FM/GIS mapping and operational automation solutions to utility clients around the world. UAI clients are currently utilizing various state-of-the-art UAI solutions built on ESRI platforms that seamlessly integrate various aspects of utility operations like outage management and restoration, maps in utility trucks, electronic staking, CIS, system planning, SCADA and billing. www.uai.com

VIII. IMPLEMENTATION APPROACH AND TRAINING

The Vendor must provide a detailed plan for implementing the proposed system and for providing training and ongoing support. This information **MUST** include:

- Project Organization Chart
 - Overview of implementation methodology
 - Overview of proposed training, including options for off-site training services
 - Implementation and training plan. The plan **MUST** include an estimated first time frame and deliverable for each stage of the project. The detail **MUST** also include an estimate of work effort for the City and vendor in percentages (i.e. 50% City effort; 50% vendor effort). Note: These estimates are not binding at this time, but should reflect the size and scope of the system proposed.
-

A. Installation Approach and Training

a. PROJECT TIMELINE

We have included a Preliminary Planning & Implementation Gantt Chart at the end of this section, outlining the major phases of the implementation. This will be refined in subsequent fit analysis meetings and expanded upon in greater detail as the project begins.

b. PROJECT APPROACH

As a total solution provider, S&S is responsible for the complete configuration and installation of the hardware, operating system software, third-party applications, *UtilitySuite* applications, data conversion, training, and the overall project management. In this regard, S&S acts as an integrator, a facilitator, and a developer. Through the years, we have developed a unique implementation and conversion methodology that is outlined in the following sections.

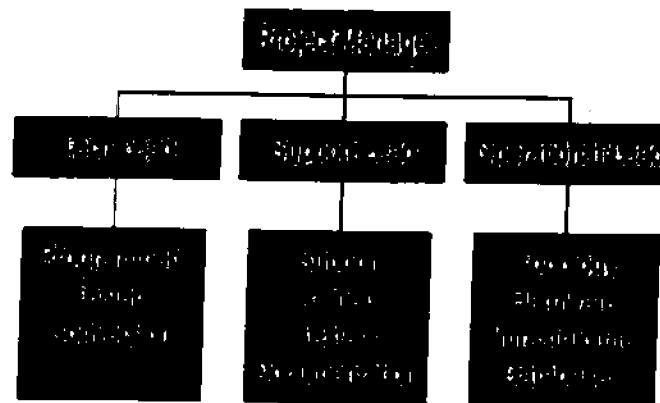
c. PROJECT ORGANIZATION

The required project management roles of both S&S and the City are outlined in the following sections. As well, we have included our employees' resumes/biographies and an organizational chart in *Section II. Vendor Project Team*.

d. PROJECT MANAGEMENT

Once a new customer selects S&S as their vendor, our Executive Team will then choose the Project Manager, the Tech Lead, the Support Lead, and the Operational Lead for the project. The Tech Lead, Support Lead, and Operational Lead will work under the direction of the Project Manager, using their areas of expertise to contribute to the project planning and system deliverables. These individuals will be associated with the implementation until the customer is transitioned to regular support.

S&S Implementation Team



The customer also has the responsibility of selecting their "core group."

Project Sponsor - Customer executive heading the project

Steering Committee – Management-level group that provides oversight to the project

Core Group - Team of personnel involved with the entire project implementation lifecycle who work closest with the S&S team. Customer roles include:

- Project Manager
- Functional experts
- Hardware / Systems expert
- Technology expert
- Training expert (internal training responsibility)

S&S' Project Manager is responsible for the preparation of the formal project plan documents that are used to manage the entire implementation project. It is not only a planning document for the project, but it is also used to track the actual status and results of the tasks/activities and major milestones scheduled throughout the project. If situations arise that cause the project tasks due dates to significantly differ from the original plan, countermeasures are put into place to ensure successful completion.

Similarly, the other S&S project leaders have documented plans that describe specific project tasks as well. These tasks typically take anywhere from an hour to several days to complete.

This plan serves as a map that outlines the required steps to successfully and efficiently implement the S&S solution. The implementation process document highlights measurable milestones and generic resource requirements. An objective of the entire implementation process is to demonstrate that S&S is constantly increasing the customer's confidence in the system prior to go live. We focus on several factors:

- Customer involvement throughout the implementation process
- Confidence in S&S' ability to deliver the solution on time and of the highest level of quality
- Confidence that the S&S staff has a standard process in place
- Confidence that S&S understands your requirements, business needs, and expectations

e. **PRODUCT CONFIGURATION**

S&S' core project implementation team will review the City's business requirements through a series of business process and software fit analysis meetings and will propose a complete scope document with agreed upon *UtilitySuite* configuration to meet or exceed the City's needs. As part of this project phase, S&S will conduct a series of testing/training activities with the City's core team to ensure that the proposed configuration meets all of the City's expectations.

All reporting requirements, 3rd party interfaces, and specific customizations will be reviewed during this phase as well. If any changes are required, they must be identified at this point. It is assumed that any changes made at this phase will be kept to a minimum; changes of a greater degree may require re-evaluation of the project plan.

Following initial configuration, it will be the responsibility of the City's core team to manage and control any ongoing changes to the system configuration, however S&S' staff will be available at all times to provide direction as to which changes make the most sense. As well, the City's core team will be trained to understand how the product is configured which will allow for better control of system changes.

In the final step of this activity, the City's core team will approve the system configuration so that the development activities may continue forward.

f. DATA CONVERSIONS

Data Conversion Planning

All aspects of the *Data Conversion* process are iterative processes and begin in the *Data Mapping* phase of the implementation. As data mapping progresses, the *Data Conversion Plan* can be developed. A critical aspect of the *Data Conversion Planning* is the timing of conversion activities. They are highly interdependent. Failure to plan effectively can affect the entire process.

The plan will:

- List tables to be created manually, including who will be responsible and when completion is required (automated conversions may depend on completion of manual conversion)
- Establish number of pre-install conversions and dates to ensure conversion success
- Assign specific cutoff dates for old tables to be extracted and sent by customer
- List supporting documentation needed from customer to proof post conversion data, including cutoff dates in conjunction with data cutoff if applicable
- Create data conversion testing checklist
- Assign responsibility and expected completion date for development of conversion programs
- Assign responsibility and expected start and end date of testing process

Data Conversion Analysis

Data conversion analysis is an extension of *Data Mapping Analysis* and *Business Process Mapping*. It too is an iterative process and depends on pre-install conversion testing. **Testing** will uncover areas that may have been mapped incorrectly as well as potential errors in conversion logic. At this time, there may also be outstanding questions regarding the customer's legacy system, tables and processes that must be resolved.

Data Conversion Preparation

Manual entry of mapped data into *UtilitySuite* tables.

Conversion Programming

Automated data conversion programs will be created and used to populate certain *UtilitySuite* tables. These may be created using various tools. There is a set of tables that will almost always be generated in this manner. Additional tables may be converted programmatically depending on specific system requirements for the customer as well as available data.

Partially representative list of tables for conversion:

- Customer Account/Master
- Premise
- Application premise
- CIS
- Address
- Deposit
- Diary
- Device
- Customer Meter
- Meter History
- Valve
- Application Valve
- History
- Consumption History
- Reading History
- Work Order History

Sample additional tables:

- Additional Address
- Budgets
- Collection
- Installments
- Application
- Street
- Subdivision
- Range
- Inventory

Conversion tools

A variety of tools will also be used to extract, analyze, scrub, format and populate our data fields. They include but are not limited to:

- Data Stage
- Access
- SQL Loader

Pre-Install Conversion

Pre-install conversions will be completed a number of times. We will use this process to uncover any problems with the business process mapping, data mapping or the conversion itself. These "dry runs" not only provide a final check for our analysis, but they also allow us to fine-tune the process of conversion including the actual time involved for the "go live" final conversion and any potential system conflicts (disk space, file size etc.).

After each pre-install conversion, data verification and testing will occur. The City will be involved in at least the last pre-install conversion. It is intended for the City to help verify that the data mapping and conversion are done properly, and to identify any errors that may exist prior to the team's arrival for final conversion and go-live.

g. PRODUCT REPORTING

The following breakdown outlines the steps we will take to ensure our customers will have the reporting capabilities they require:

- Obtain list of all reports currently being used (create checklist)
- Have customer prioritize and identify the business significance of each
- Obtain samples and/or screen shots of reports
- Meet with customer SME (subject matter expert) to determine exact usage and significance of reports
- Identify business critical reports and assign them a priority
- Identify new reports needed and modifications of existing reports necessary in order to meet the customer's unique information needs
- Determine whether a requested report is part of the *UtilitySuite* module and can be produced within the S&S application, or would require a 3rd party report writing application
- Map customers current reports to *UtilitySuite* "canned" reports
- Scope and design modifications to existing reports that will meet customer's needs
- Scope and design creation of new reports that will enhance overall package

Examples of some of our canned reports include:

- Trial Balance Report
- Transaction Analysis Report
- Monthly Consumption Report
- Aging A/R Report
- Sales by Rate Report
- Sales by Tax District Report

All of these "canned" reports can be displayed to the screen or printed automatically to a local or server based printer. Users also have the option to export the data from these reports to either: CSV, Excel or Adobe.

h. PRODUCT DOCUMENTATION

The system administration manual and user guides for each *UtilitySuite* module are provided in PDF (portable document format) for distribution to as many users as required. This format allows for an easy online display and provides a user-friendly search capability. As well, users who prefer to print a hard copy of the material will have that option as well. The latest documentation updates are always available for download on our website through our customer portal.

User guides and online help contain "how to" instructions for accomplishing standard tasks, conceptual descriptions of the system, and reference information. Also, error recovery procedures are described, when applicable. Two reports catalogs describe and show examples of the hundreds of available pre-formatted *UtilitySuite* reports and provide guidelines for generating customized outputs.

In addition, hard-copy training materials are provided to all users who participate in S&S sponsored training sessions. Special hard copy and PDF documentation is provided for all programs customized or developed specifically for the City.

Please refer to *Section XV. Appendix* for documentation examples.

i. PRODUCT TRAINING

S&S provides a total training solution. Industry support specialists design and deliver our comprehensive *UtilitySuite* training. The S&S approach to training is performance-based; when users complete their training, they will be able to perform the functions required of them to meet job expectations.

Because participants learn in many different ways, these classes include several training methods. Hands-on delivery provides on the job simulation. An S&S instructor delivers lecture material preparing participants to successfully complete lab exercises. Then, the participants perform the scenario-based lab exercises. These labs are developed to give attendees step-by-step procedures to complete the required tasks. Course objectives are measurable (i.e., requiring participants to perform specific actions) so that the instructor may observe and provide guidance and support throughout the learning process.

At the time of the installation and go-live, S&S will provide additional training on a per group basis as well as one-on-one with managers, supervisors, CSRs, and specialized users.

Overview

Participants will receive full text lecture material. These materials are designed to allow the participants to follow along and take notes during the class. The course materials will be used well beyond the training environment. Participants are encouraged to keep these materials in their personal library as reference on the job. Train-the-trainer courses are also provided for customers that prefer this approach.

We will provide all training material including user guides in electronic format (PDF). This way, the customer only prints the training material required at their location. These copies will be created for instructor-led, one-on-one, and train-the-trainer classes. Also, the customer's trainer can make copies for their class on an as-needed basis

Needs Analysis

The *UtilitySuite* training engagement begins with a needs or skills analysis. Current users' skills are identified and then those skills are compared with the desired skills, or outcomes (an example would be basic browser skills class). Measurable objectives are created and training is then designed and implemented to meet the objectives.

The S&S instruction design team will evaluate these tests and the results will then be forwarded to the customer with training recommendations. S&S starts with a core set of training materials. These materials are ready to be implemented into the training environment. Any specific programming and skills requirements are then added to create the comprehensive training solution. In this way, the training will provide complete performance solutions. Ongoing skills assessment, update analysis, and training are provided to meet the customer's training needs.

Training Topics

Browser Training:

Many CIS users are only familiar with the 'green screen' technology as opposed to a browser-based application. Before learning the *UtilitySuite* applications, a basic Internet browser course is offered. This will ensure the future success of the training and the performance of the City's users.

Inquiry Training:

The utility's CSRs and managers will use the *Inquiry* screen to access information to meet their customer needs. The Inquiry Training provides hands-on experience in accessing customer information.

CIS Modules, Programs:

All CIS module training will be provided. Please refer to the following pages for a breakdown of modules.

Methodology:

Because different groups perform different functions within the Utility, the focus of the training will depend on the job function of each group. Here is a list of groups and training requirements:

Managers & Supervisors:

- Initial set-up
- Reports
- Updating functions (i.e., breaking installments, promise to pay, calculations, etc.)
- All programs run by CSRs and specialized groups

CSRs:

- Inquiry
- Work Orders
- Cash Receipting

Specialized groups (identified per customer) for example:

- Billing
- Credit & Collections
- Accounting
- Engineering

Training takes place in many environments. Classroom training is facilitated at the customer site, or can be provided at the S&S training center. *UtilitySuite* training is comprehensive, highly customized, and focused on job performance allowing the City's users to use our solution at the time of go-live.

UtilitySuite Modules

The following is a list of modules that training will cover:

- Customer Information System (CIS)
- Customer Service & Tracking
- Utility Billing
- Cash Receipting
- ACH (Automatic Clearing House) Funds Transfer – a.k.a. Direct Payment/Deposit
- Credit & Collections
- Automatic Work Orders, Scheduling & History

- Meter Management
- Financial Management System (FMS) including Payroll, Accounts Receivable, Job costing, General ledger, fixed assets, EQMS, inventory, miscellaneous A/R and financial reporting
- Backflow Management
- Hydrants & Valves
- Specific customer modules & programs

Delivering Training Solutions

In addition to the hands-on-training we traditionally employ, S&S is constantly seeking to bring best of breed solutions to our customers. As we move forward, we are evaluating the following training methods:

Computer Based Training:

Users who learn at their own pace during their own availability can use these training programs. The topics to be covered will be at the introductory, overview, and summary level. Using these tools, the users will keep current with the features of *UtilitySuite* as well as individual modules and programs.

Online Training:

Using dial-up or secure Internet access, users will be able to access classroom delivery from their desktops, at work, regardless of physical location. There are two methods of online delivery explained here:

Asynchronous:

This form of learning provides users with access to training objects at their disposal. The users can access these objects right from their desktops permitting "learning on demand." When the participant has time and wishes to learn about new features, or request a refresher course, these objects are at their disposal.

Synchronous:

This on-line training provides users with access to an instructor-led virtual classroom environment from their desktop. Here is how it works: the students are scheduled for a class on a specific topic. These schedules will be published and can be requested by the S&S customer. Using a browser, the participant logs into the on-line classroom. An instructor is also logged in and hosting the classroom. The participants can participate by reading or by listening to (in the case of a voice-enabled class) the instructor as well as fellow participants. They will be able to ask and answer questions, read or listen to the hosting instructor, and accept and submit assignments. Tests will also be provided.

Teleconferencing:

Using audio/video equipment, users can attend class in a teleconferencing classroom. They will be able to interact with the instructor and other participants, and receive and provide completed assignments. Tests will also be provided.

j. PRODUCT TESTING

Our systems test approach is comprised of several phases, each one supported by specific tools and methodologies required to ensure an accurate and complete systems test. Each phase is carefully planned, documented and executed. Customer information technology resources and functional resources are crucial to particular components of the test phases. S&S consultants and customer staff will be assigned to assist with any/all testing as may be appropriate.

As the overall project manager, S&S will oversee the planning for all systems test phases and the execution of the test plan. All test phases will be performed in the context of the entire project to ensure that the appropriate methodology and controls are followed.

1. Test planning

- a. Test items - coverage of testing including function to be tested and technical testing associated with that function (for example, number of concurrent users to which the application can scale with specific environments).
- b. Test approach - the types of testing, documentation related to testing, phases of execution and method of validating completeness (See test execution and test metrics).
- c. Test objectives - validate that **enQuesta UtilitySuite** release 1 is released with no significant problems.
- d. Project plan - scheduling & monitoring tasks and resources
- e. Training in test procedures

2. Test structure

- a. Test plan/test cases - formal test plan & test cases are produced to validate proper functioning of **enQuesta UtilitySuite**.
- b. Phases - different phases of the project dictate the activity: code and unit test, development systems test and release (or acceptance test)
- c. Types of testing:
 - Build formal test suite for single path positive test of all function: guarantees coverage, basis for regression & package test and provides documented trail of test execution.
 - Exploratory test: allows quick finding of bugs, alternate navigation paths and complex interrelated scenarios.
 - Regression testing: validate that fixes and new development do not inadvertently break the system.
 - Release test: final test to validate release candidate may be deployed.

- Full package test: verifies that an upgrade or new install of system successfully complete (similar to build test but more in depth).
 - Technical performance & scalability testing
 - Usability
 - Customer testing (beta test site)
3. Test preparation
 - a. Test cases
 - b. Technical testing (scale & performance)
 - c. Identify areas of focus for exploratory testing
 4. Test execution
 - a. Formal functional
 - b. Informal functional
 - c. Performance/scalability
 - d. Other technical testing
 5. Test metrics
 - a. Monitor progress – percent complete of test activity; number of incidents generated
 - b. Closures rates (find/fix ratios, aging reports)
 - c. Validate completeness
 6. Configuration management
 - a. Frequent builds: use build ("smoke") test in separate environment; deploy to QA environment
 - b. Source control: unified change management; librarians to execute
 7. Incident management.
 - a. State-based incident management that ties to source control (unified change management)
 - b. Manage/monitor testing
 - i. Validate test prep & execution (confirm tests were executed, how many bugs, turn around times, etc).
 - ii. Monitor find/fix ratio, aging, etc.
 8. Testing environments & platforms
 - a. Validate testing under different platforms (Browser/OS levels)

Systems & Software will assume responsibility for conducting a mock production conversion in preparation, will provide resources for product fixes, and will also provide assistance to the City to resolve problems during production and during performance testing.

k. PRODUCT INSTALLATION

Installation falls into two distinct categories, hardware and software. Hardware installation involves both the initial configuration of hardware, the physical integration of hardware into customer's existing system, and the ongoing tuning of that hardware. Software installation is

much more amorphous an activity, in that it encompasses not only our software, but also vendor application support software and vendor production software, on multiple machines, both server and client.

Hardware

This section details the phases, processes and time frames for installing the physical hardware associated with the client implementation. Not all installation processes, as detailed below occur at the customer site; some actually take place at S&S.

a. Hardware Installation (Initial Setup)

Who: S&S

When: Upon Receipt from Vendor (IBM)

Where: At S&S

Upon receipt, the hardware will be setup and configured locally at S&S. This "burn-in" phase can take several days to several weeks to complete. However, after the burn-in phase is completed, all aspects of the OS level configurations will be in place; the disks will be properly allocated; and the core operational software will be installed.

b. Hardware Installation (Integration to Customer Site)

Who: S&S/The City

When: Determined at Contract

Where: Customer Site

Based upon contract, the hardware will be delivered to the customer site, at which time an IT team will integrate the hardware into the customer's existing facility. During this period, remote access to the hardware will be configured and tested, as well.

c. Hardware Installation (Go-live and Ongoing Performance Tuning/Maintenance)

Who: S&S/ The City

When: During "go-live" period, ongoing for duration of customer relationship

Where: Customer Site/Managed Remotely

During the period of "go-live," it will be necessary to have the IT team on site monitoring the hardware performance and tuning as required. Additional hardware will need to be installed at this time, including such items, but not limited to: Cash Printers/Drawers, Scanners, etc. After go-live, ongoing hardware maintenance and support will be required by the IT department to ensure the application is working within performance specifications.

Software

Upon the initial configuration of the hardware, all core vendor operational software must be installed and configured. This includes, but is not limited to: the application server software, the Java SDK, the data store software, and reporting server software. Also, at this time, the Application Server will be configured for base training applications and data set. This will

require the domains to be configured within the Application Server, and the appropriate Datasets to be loaded into the data store. All functionality of this training software must be tested, and proven before the hardware is shipped to customer location.

a. Software Installation (Initial Setup/Operational Software/"Training" Software)

Who: S&S

When: During Hardware Initial Setup Phase (see above)

Where: At S&S

b. Software Installation (Integration of *UtilitySuite* at Customer Site)

Who: S&S/ The City

When: Go-Live

Where: Customer Site

Upon a code release, the *UtilitySuite* runtime will need to be installed onto the customer hardware within multiple domains of the Application Server. Also during this period, the data conversion programs will begin to be run for the final conversions, and they will need to be maintained in multiple instances of the data store, representative of the domains above.

Also at this time, all third party production software will be installed and configured at the customer site. This includes, but is not limited to: Reporting, BI, IVR, and any special interface programs required for external data communications (Handheld Units, Enterprise Data Shares, etc).

Environments

a. Sandbox

The "Sandbox" is a fully functioning *UtilitySuite* implementation using a small control dataset. This environment allows the customer to "play" without having the concern of system "breakage."

b. Training environment

The training environment is a complete functioning *UtilitySuite* implementation that allows S&S to train the customer on their dataset, without contaminating the live production system.

c. Testing environment

The testing environment is a complete functioning *UtilitySuite* implementation to be used by S&S developers and support personnel for software and process testing.

- d. Production environment
The "live" customer-operating environment.

I. POST INSTALLATION SUPPORT

Customer acceptance criteria will be identified through the contract language and will be clarified throughout the project lifecycle. One component of the acceptance criteria is that the customer will only sign-off on acceptance based on a very explicit, clearly defined set of criteria. The S&S staff will not exit the customer's site until all expectations have been satisfied.

As well, it should also be noted that the project is not over once the S&S team leaves the customer site. Until all outstanding issues have been addressed, the project and its deliverables are given the highest priority. This includes all remaining open issues, not only those that are deemed critical. It is expected that this transitional project phase will last 20-30 days beyond the team's departure from the City.

Before the customer can be transitioned to full support (signifying completion of the project), several criteria must be met:

- Sign-off on acceptance items
- No outstanding critical issues
- Users have been trained
- Major (contractual) deliverables are complete with no critical defects
- Outstanding issues have been scheduled for completion.

m. FINAL SYSTEM ACCEPTANCE

As stated above, S&S does not consider the project "complete," upon departure from the customer's site. All of the outstanding issues and any remaining project deliverables will be documented and given the highest priority. On a weekly basis (or more frequently if necessary), we will review the status of these issues with the City via a conference or tele-conference call until the "final acceptance" as requested by your utility has been agreed upon.

Please refer to the following maintenance contract to review our product support and maintenance policies in *Section XIV Sample Documents*.

n. DELIVERY AND IMPLEMENTATION SCHEDULE

Please see *Section IX. Delivery and Implementation Schedule* for a project timeline.

o. ORGANIZATIONAL CHART

Please see *Section II. Vendor Project Team* for a detailed organizational chart.

p. ON-GOING MAINTENANCE & SUPPORT

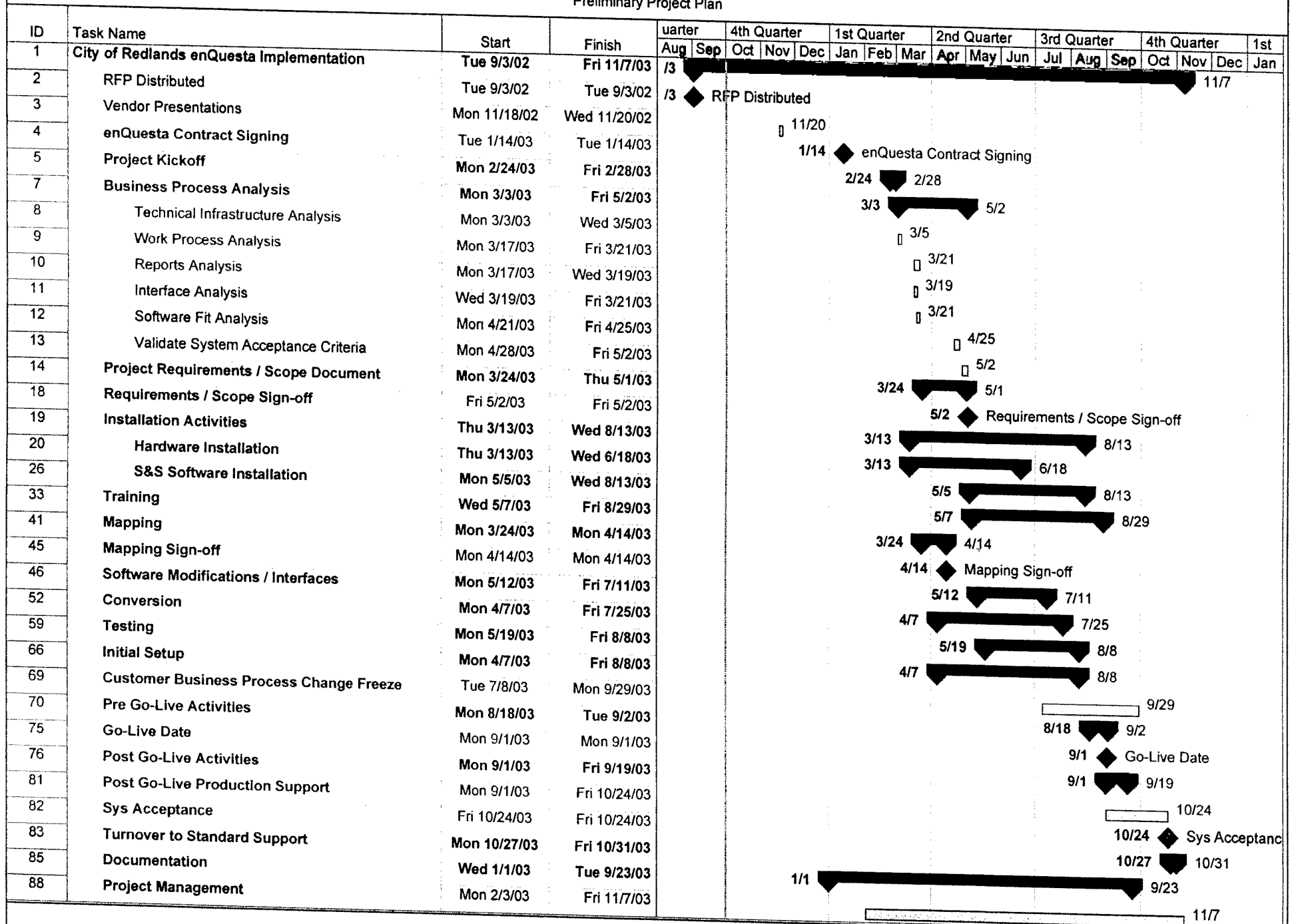
Please see *Section X. On-going Maintenance Support*.

IX. DELIVERY AND IMPLEMENTATION SCHEDULE

The City desires to implement a fully live system by September 1, 2003. However, the proposal shall include a schedule, based on the vendor's experience, of a realistic delivery and implementation plan. Include the standard time frame and staff resources required for a typical installation of the proposed application for a utility the size of Redlands. The schedule should break out the implementation plan in terms of weeks and / or months, following agreement signing with periods of performance milestones. Tasks to be performed by the vendor as well as by the City shall be specifically stated and included in the schedule. Included with this information shall be a complete description of the training schedule.

Following is a Preliminary Planning & Implementation Gantt Chart, outlining the major phases of the implementation with a go-live date of September 1, 2003. This will be refined in subsequent fit analysis meetings and expanded upon in greater detail as the project begins.

City of Redlands
Preliminary Project Plan



X. ON-GOING MAINTENANCE SUPPORT

Specify the nature of any post-implementation support provided by the vendor including:

- Telephone support, toll free support hotline, and hours of operation
- If there are different support options that restrict the support hours or amount of support, please explain the options.
- Availability of user groups, meetings or conferences
- Problem reporting and resolution procedures
- Other support (i.e. on-site, remote dial-in, website access to patches, fixes and knowledgebase).

Our support specialists, whose experience in the industry, allows them to handle problems quickly and efficiently, provide ongoing support. Our customers have direct access to designers, developers, and analysts so that they can receive timely and effective service. Our Support Desk can be reached via an 800#, by email, by fax, or customers can submit support requests via our website through the customer portal. Online modem support to our customers facilitates expedient diagnosis and problem resolution. Standard support is available Monday – Friday, 8:00 AM – 5:00 PM but, customers do have the option to purchase 24 hour telephone support (including holidays).

Our customers can submit enhancement requests for specific improvements to the *UtilitySuite* application modules through the Support Desk. Submissions are reviewed for common benefit and importance to our total customer base. Those that are deemed appropriate to our existing and prospective customers are provided as part of the next release of the system. Requests that are unique and specific to a single customer are quoted on a time and material basis or under a fixed contract.

S&S personnel work with our customers, industry experts, consultants, and a variety of other resources, to provide the necessary enhancements that keep our products the best in the business. S&S also hosts user forums on a regular basis.

CITY REQUIREMENT	S&S RESPONSE
Are future application system releases included as part of the on-going maintenance agreement. If not explain.	S&S provides an Annual Maintenance Agreement to all customers. Please see <i>Section XIV. Sample Documents</i> for a sample maintenance contract.
Are customizations to the application carried into future upgrades without having to make changes again? If not explain.	All system enhancements and improvements are incorporated into our <i>UtilitySuite</i> release updates. These are provided to our customers at no additional license charge, as part of our Annual Software Maintenance & Support Agreement.
How often are new versions released?	<i>enQuesta v.1.0</i> is an updated version of our <i>UtilitySuite</i> product with browser/ thin-client GUI. It will be available by the end of 2002.

CITY REQUIREMENT	S&S RESPONSE
Typically, how long are old versions maintained?	Typically S&S supports software older versions 18 – 24 months after a new version is made available
What major modifications / enhancements are planned for the next three (3) years?	Our plan is to continue to develop industry- leading functionality to serve water, electric and gas utilities. We are currently exploiting our browser-based CIS with wireless communications, Internet features for customer and employee support beyond account lookup and EBPP. Additionally, we are integrating our CIS with more critical systems such as GIS, imaging, LIMS, etc. In the area of data analysis, we continue to bring powerful multi-dimensional analysis tools to both our production environment as well as our Decision Support data warehousing solution.
What is your policy for user improvements suggested for the application?	Our customers can submit enhancement requests for specific improvements to the <i>UtilitySuite</i> application modules through the Support Desk. Submissions are reviewed for common benefit and importance to our total customer base. Those that are deemed appropriate to our existing and prospective customers are provided as part of the next release of the system. Requests that are unique and specific to a single customer are quoted on a time and material basis or under a fixed contract.
How are new features and improvements suggested for the application?	Our customers can submit enhancement requests for specific improvements to the <i>UtilitySuite</i> application modules through the Support Desk.
Is online / internet support provided for diagnostic resolution of software problems?	Our system can be supported via modem/ Internet from our offices, home or another customer site where our support personnel may be housed. We would be willing to negotiate terms and on-site support/ response criteria once chosen as a finalist.

XI. RESPONSES TO FUNCTIONAL / TECHNICAL REQUIREMENTS

Responses to the requirements listed in Section 11.0 of this RFP must be provided in this section of the vendor's proposal. Vendors shall use the format provided and add explanatory details as necessary in a separate spreadsheet using the requirement number as a reference. The following answer key must be used when responding to the requirements:

- F = Fully Provided "Out of the Box"
- M = Provided with Modification
- C = Custom Development Required
- R = Provided with Reporting Tool
- NV = Provided with Next Version
- NA = Not Available
- TP = Functionality Provided Through Third-Party Software

Note: Vendors must use on-code only for each response. Any requirement that is answered in any other way will be treated as a negative / non-response. Vendors should feel free to create their own separate spreadsheet for lengthy comments on particular requirements. All requirement responses must be submitted in MS Excel format.

TECHNICAL REQUIREMENTS

CATEGORY: Interfaces - General

F = Fully Provided "Out-of-the-Box"
M = Provided with Modification
C = Custom Development Required
TP = Third Party Software Required

R = Provided with Reporting Tools
NV = Provided in Next Version
NA = Not available

REFERENCE NUMBER	SYSTEM REQUIREMENTS	VENDOR RESPONSE	COMMENTS
	Ability to interface with the following applications currently in use or intended for use and already purchased by the City:		
I 1	Sungard Bi-tech Accounts Receivable and General Ledger modules.	C	<i>UtilitySuite</i> has the ability to interface with most any third party application. Further discussion will be required during analysis to determine your specific requirements.
I 2	Maiers +4 Professional application by Melissa Data used for US Postal automation processing and CASS certification.	M	<i>UtilitySuite</i> has the ability to interface with most any third party application. Further discussion will be required during analysis to determine your specific requirements.
I 3	Itron/MVRS Windows version 5.02 hand-held meter reading application.	F	Many of our customer currently utility the Itron product.

14	Arc Info, Arc View, Arc IMS applications from ESRI.	M	<i>UtilitySuite</i> has the ability to interface with most any third party application. Further discussion will be required during analysis to determine your specific requirements.
15	Solid Waste Route Management application. Visual Basic application utilizing an Access database and Crystal Reports for report functionality. (See I 13)	C	<i>UtilitySuite</i> has the ability to interface with most any third party application. Further discussion will be required during analysis to determine your specific requirements.
16	Solid Waste Roll-off Container Management application. Visual Basic application utilizing an Access database and Crystal Reports for report functionality. (See I 13)	C	<i>UtilitySuite</i> has the ability to interface with most any third party application. Further discussion will be required during analysis to determine your specific requirements.
17	P.C. Anywhere, host and remote version 9.	F	<i>UtilitySuite</i> has the ability to interface with most any third party application. Further discussion will be required during analysis to determine your specific requirements.
18	Backflow Device Management application. In -house developed application in Access 2000 to be used if unable to incorporate into UB/CIS system.	M	Refer to recommended modules - <i>UtilitySuite</i> does offer a backflow device management module. Or, <i>UtilitySuite</i> does have the ability to interface with your current application - further discussion required.

	Ability to interface with the following applications not yet purchased or developed by the City:		
I 9	Credit and debit/ATM card processing application.	M	<i>UtilitySuite</i> has the ability to interface with most any third party application. Further discussion will be required during analysis to determine your specific requirements.
I 10	New Development/Engineering Management application (in-house application currently in development).	C	<i>UtilitySuite</i> has the ability to interface with most any third party application. Further discussion will be required during analysis to determine your specific requirements.
I 11	IVR/IWR application for inbound and outbound functionality.	C	Many of our customers utilize our business partner, Frank Solutions for their IVR/IWR needs, however we do have the capability to interface with most any IVR/IWR application - further discussion required.
	Interfaces to third party applications that will be considered if functionality requirements can <u>not</u> be met with the UB/CIS system proposed for the following functions:		
I 12	Revenue Collection (cashiering) application.	C	<i>UtilitySuite</i> offers a Cash Receiving module - please refer to recommended modules section.
I 13	Solid waste and recycling route and container management application.	C	

TECHNICAL REQUIREMENTS

CATEGORY: Overall System Requirements

F = Fully Provided "Out-of-the-Box"
M = Provided with Modification
C = Custom Development Required
TP = Third Party Software Required

R = Provided with Reporting Tools
NV = Provided in Next Version
NA = Not available

REFERENCE NUMBER	SYSTEM REQUIREMENTS	VENDOR RESPONSE	COMMENTS
	Product Technology		
O 1	The product currently utilizes a windows / Web based environment, offering a full industry compliant GUI desktop environment.	F	
O 2	The product is available within a proven development environment which adequately supports all phases of the system life cycle and utilizes designer/programmer workbenches at a minimum.	F	
O 3	System maintains permissions (metadata) about files (data).	F	
	System Navigation		
O 4	System provides windows-like point and click navigation.	F	

O 5	System provides navigation using hot keys instead of the mouse.	F	
O 6	System provides an easy to use and easy to maintain calendar allowing adjustment for holidays, weekends, appointments, etc.	F	
O 7	Provide for standardized automated screen interface (hierarchical menu or windowed interface) with standard function keys and screen headers.	F	
O 8	Provide for direct screen access from anywhere within the system via the pop-up window or a fast path screen ID entry.	F	
O 9	Provide a windowing capability to multiple screens.	F	
O 10	Ability to have multiple customer sessions without multiple log ons. Application must support multiple user sessions e.g. the CSR has one session to answer a telephone call and the second session is open to research billing issues, not on the phone.	F	
O 11	Provide a method for the user to tailor system access to meet their specific requirements such as menu items and hot keys.	F	User Defined Fastpath
O 12	Ability to maintain key header information from one screen to the next. Customer name, service address, etc.	F	
O 13	Valid values should be available in a drop down box.	F	
O 14	Values can be inputted directly without the use of a drop down box. Ability to type first few letters and value will display.	F	

	System Control		
O 15	The system uses a "rule-based" architecture allowing a secured user to set up and maintain the software with requiring programmer intervention.	F	
O 16	Allow for the monitoring of system up-time, response time, and batch window in order to keep within acceptable levels.	F	
O 17	Provide for a 4 digit year throughout the system to allow for the year 2000+.	F	
O 18	Support real time on-line update as the primary processing mode.	F	
O 19	On-line submission of batch jobs to be run in real time or a batch mode.	F	
O 20	Ability to search by (sounds like) for address or customer.	F	
O 21	Ability to search by wild card.	F	
O 22	Ability to conduct mass changes across accounts, customer records, or premises. For example, Zip/Postal code changes.	NV	
O 23	Accommodate Zip + Four for all address records.	F	
O 24	Allow users to maintain key system parameters on-line without the needs of IS intervention to change the values. This includes items such as rate tables, edit parameters, security access, etc.	F	

O 25	System provides detailed error messages.	F	
O 26	Ability to selectively archive system data based on user-defined number of years or other use-defined criteria. The archived data can be accessed via another medium such as tape or CD-ROM. Provide secondary process to purge archived data.	F	
	On-line Help		
O 27	On-line help is available and can be printed if necessary.	F	
O 25	On-line help is available at the system, function, screen, and field level.	F	
O 26	On-line help is updated with each new version release.	F	
O 27	On-line help provides an index and search capability.	F	
O 28	On-line help is context sensitive. System will recognize cursor position for a fast path to the help text.	F	
O 29	The system user manual is provided on-line.	F	
	System Security		

O 30	System security is capable of preventing unauthorized user from logging into the database.	F	
O 31	System constrains authorized users to the data they are approved to access.	F	
O 32	Specify user access and security by screen and type of action such as update versus inquiry.	F	
O 33	Provide for field level security.	F	
O 34	The ability to track the use of the system by authorized users.	F	
O 35	The ability to report attempts by unauthorized users to the use the system.	F	
O 36	The ability to suspend after "x" attempts to access the system with an incorrect password.	F	
O 37	Allow users to be signed onto more than one workstation (CIS sessions) simultaneously.	F	
	Auditing		
O 38	Provides accurate transaction registers and audit trails for system transactions.	F	
O 39	Automatically creates a complete detailed audit trail including information such as date, time, and user ID.	F	

O 40	User can review transaction history on-line.	F	
O 41	User can review transaction history in a report.	F	
O 42	Transactions can be selected by any combination of date range, transaction type, user ID, etc.	F	
	Approvals		
O 43	Provides adequate levels of management review and approval throughout the system, this may include an automatic queuing or routing of transactions pending management approval.	F	
O 44	Provide the ability to establish approval based on dollar level thresholds.	NV	
	System Recovery		
O 45	Provide transaction logging or journalizing at the database level.	F	
O 46	Ability to recover the system from the transaction log.	F	
	Reports		

O 47	System contains a full array of standard and customizable reports.	F	
O 48	Reports contain multiple select and sort parameters to support various standard utility reporting requirements	F	
O 49	Ability to create and define an unlimited number of user defined reports.	F	
O 50	Ability to view on-screen before printing a report.	F	
O 51	Ability to export any report to client software such as Excel for further manipulation and analysis.	F	
O 52	Standard and utility specific reports can be scheduled to print daily and nightly using standard system functionality.	F	

TECHNICAL REQUIREMENTS

CATEGORY: Geographic Information System (GIS) Interface

F = Fully Provided "Out-of-the-Box"
M = Provided with Modification
C = Custom Development Required
TP = Third Party Software Required

R = Provided with Reporting Tools
NV = Provided in Next Version
NA = Not available

REFERENCE NUMBER	SYSTEM REQUIREMENTS	VENDOR RESPONSE	COMMENTS
G 1	Ability to export entire database to DBF table(s)	C	See Appendix I
G 2	Ability to access data stored in Unix-based GIS via CIS interface.	M	See Appendix I
G 3	Ability to establish connect/link directly to CIS database from the Unix-based GIS.	M	See Appendix I
G 4	Ability to view general map information stored in GIS/ESRI format via CIS interface.	C	See Appendix I
G5	Ability to receive data from GIS and use to populate tables within CIS database.	M	See Appendix I
G6	Ability to produce maps related to various customer service requests, such as new meter install, pressure problems, sewer blockage and doortags.	M	See Appendix I
G7	Ability to download information from handheld field computers to CIS database via interface.	M	See Appendix I

G8	Ability to take a new customer location (xy coordinates) and "overlay" onto to various GIS layers to automatically populate data fields such as street sweeping/trash pickup days, meter-read cycle and water pressure zone.	M	See Appendix I
G9	Ability to create database files containing addresses of the above customer requests vi CIS interface.	M	See Appendix I
G10	Ability to access various customer information stored in CIS database through a secure web server application.	F	
G 11	Field in CIS available for storing unique GIS link.	F	

TECHNICAL REQUIREMENTS

CATEGORY: Cash Receipting - Integrate into CIS or Interface with a Third Party Application

F = Fully Provided "Out-of-the-Box"
M = Provided with Modification
C = Custom Development Required
TP = Third Party Software Required

R = Provided with Reporting Tools
NV = Provided in Next Version
NA = Not available

REFERENCE NUMBER	SYSTEM REQUIREMENTS	VENDOR RESPONSE	COMMENTS
C 1	Ability to manage the payment collection and processing activities for all City sources via a single payment/screen window (GUI).	F	
C 2	The screen (GUI) should be user-definable, scrollable, and sizable to display the following areas of information; 1.) Utility billing customer account information, 2.) Payment class area(s) showing the revenue distribution of each payment, and 3.) Tender area showing the amount and type of each tender collected.	F	
C 3	Ability to process cash transactions (utility billing payments or miscellaneous general ledger payments) in an on-line or batch mode.	F	
C 4	Ability to provide ODBC to Utility Billing/CIS application for real-time utility account inquiry and account update. (If 3rd party application)	F	

C 5	Ability to accept, track separately, and process simultaneously the following methods of payment for utility bill payments and miscellaneous City payments including, but not limited to the following types: Cash, Check, Money Order, ATM/Debit Card, Credit Card, Electronic Funds Transfer, Wire Transfer, ACH, Internet, Direct Deposits.	F	
C 6	Ability to process electronic bank files.	F	
C 7	Ability to provide an audit trail showing the source of payments, walk-in, mail, etc.	F	
C 8	Ability to make on-line corrections of misapplied transactions.	F	Through adjustment process
C 9	Provide on-line account number validation for utility billing accounts receivable payments.	F	
C 10	Ability to apply payments to a customers account(s) in a user defined hierarchy which is parameter driven and easy to modify.	F	
C 11	Ability to establish user defined rules to automatically apply the distribution of partial payments that may include service type, percentage of accounts receivable, line item, age of past due receivable.	F	
C 12	Ability to handle over-payments to utility accounts in a defined manner such as hold till next billing, or automatic overpayment check.	F	
C 13	Immediately reflect payments received from on-line cash on the customer's utility account as a pending payment. Overnight or end-of-day batch processing should not be required to view the most recent transaction.	F	Account will be updated as payments are received real-time.
C 14	Ability to apply a single payment to multiple utility accounts or miscellaneous city payments paying with a single check or other tender type.	F	

C 15	Ability to post payments to accounts that have been charged-off.	F	
C 16	Ability to transfer payments from one account to another with the ability to create an audit trail.	F	All transactions are maintained in account history.
C 17	Ability to process payment adjustments either on-line or in batch mode.	F	
C 18	The ability to automatically capture the user ID, transaction time and day of every transaction.	F	Such information is noted in account history.
C 19	Ability to remove or void line items in a transaction without canceling the entire transaction.	F	
C 20	Ability to establish various security levels by user ID, e.g. manager, supervisor, clerk, etc. that allow or restrict certain functionality for that user.	F	
C 21	Ability to provide a printed receipt for each transaction processed.	F	
C 22	Ability for user defined receipt header and trailer messages, e.g. city name, address, phone number, special messages, etc.	F	
C 23	Ability to print balance due when partial utility bill payments are made on receipt.	F	
C 24	Ability to print user-defined descriptions on receipts.	F	
C 25	Ability to void or cancel a receipt through proper security levels.	F	
C 26	Ability to process payment transactions on-line or in batch mode utilizing bar code scanning or OCR scanning technology resulting in minimal, if any, additional user keystrokes.	F	
C 27	Ability to track transactions by individual user ID to facilitate multiple users operating from a shared cash drawer environment.	F	
C 28	Ability to balance cash drawer daily. System will balance for both total dollars received and the number of items by payment method.	F	

C 29	Ability to produce a reconcilable, consolidated, end-of-day balancing report that includes all payment processing transactions by all users in both summary and detail format.	F	
C 30	Ability to support the MMF Cash Drawer model #ECD 200, Ithaca POSjet 1000 inkjet receipt printer, and the Caere 5133 OCR reader.	F	
C 31	Ability to interface with credit or debit/ATM card authorizing/processing software applications, e.g. I.C. Verify, to facilitate automatic on-line authorization for all major credit cards.	F	<i>UtilitySuite</i> has the ability to interface with most any third party application. Further discussion will be required during analysis to determine your specific requirements.
C 32	Ability to view user-defined messages on flagged utility accounts prior to processing a payment transaction, e.g. Cash Only Customer, etc.	F	
C 33	Ability to establish a date in advance or arrears of the actual current default date for payment posting that will allow finance charges to accrue by the selected payment date, not the date processed. Auto penalty and interest calculations by batch processed date.	F	
C 34	Ability to set a default general ledger account numbers, e.g. Cash, for certain types of transactions to reduce or minimize repetitive entry by the user.	F	
C 35	Ability to enter and track comments related to cash receipting transactions, e.g. check number, name on check, etc. Utility billing payment comments would be viewable from the customer account payment screen.	F	
C 36	Ability to transfer comments related to miscellaneous City Payments to the Sungard Bi-Tech General Ledger module through an interface.	C	Interface to be scoped.

C 37	Ability to record Accounts Receivable (A/R) invoice number for non-utility bill accounts receivable (miscellaneous GL payments only) and update the A/R history through an interface without re-keying information into Sungard Bi-Tech application.	C	Interface to be scoped.
C 38	Ability to upload/populate General Ledger account numbers from the Sungard Bi-Tech General Ledger module into the Cashiering application through an interface.	F	
C 39	Ability to accommodate a General Ledger account number as follows: xxxxxx-xxxx/xxxxxx or xxxxxx-xxxx	F	
C 40	Ability to access, search and print archived cash batches at the detail level.	F	

TECHNICAL REQUIREMENTS

CATEGORY: General Ledger Interface

F = Fully Provided "Out-of-the-Box"	R = Provided with Reporting Tools
M = Provided with Modification	NV = Provided in Next Version
C = Custom Development Required	NA = Not available
TP = Third Party Software Required	

REFERENCE NUMBER	SYSTEM REQUIREMENTS	VENDOR RESPONSE	COMMENTS
GL 1	Interface with Sungard Bi-tech's Accounts Receivable and General Ledger module (through batch process or direct update). The timing of this interface is user defined (daily, weekly, monthly, etc.). General Ledger includes all balance sheet accounts, revenue accounts, and expenditure accounts. (See C-39 for format.)	C	See Appendix I.
GL 2	Interface with Sungard Bi-tech application should accurately debit/credit at a "batch total" level, not a detail level, for utility billing accounts receivable. All other transactions should be available at a detail level.	F	
GL 3	Ability to record Accounts Receivable invoice number for non-utility accounts receivable (miscellaneous GL payments only) and update A/R history through interface (without re-keying information into Sungard Bi-tech).	F	
GL 4	Ability to transfer non-utility accounts receivable (miscellaneous GL payments only) comments and descriptions to General Ledger System through interface.	F	

GL 5	Ability to provide in interface to the Sungard Bi-tech Accounts Payable and General Ledger modules for check generation requests for credit refunds or deposit refunds for utility billing accounts.	F	
GL 6	Ability to provide an interface to the Sungard Bi-tech Accounts Payable and General Ledger module to facilitate requests for internal City utility bill payments to be processed on-line.	F	

TECHNICAL REQUIREMENTS

CATEGORY: *Solid Waste Operations Management - Integrated into CIS or Interfaced with a Third Party Application*

F = Fully Provided "Out-of-the-Box"
M = Provided with Modification
C = Custom Development Required
TP = Third Party Software Required

R = Provided with Reporting Tools
NV = Provided in Next Version
NA = Not available

REFERENCE NUMBER	SYSTEM REQUIREMENTS	VENDOR RESPONSE	COMMENTS
	Solid Waste Customer Information and Route Management		
SW 1	Ability to record as data (not a note or comment) solid waste service related customer information such as "special needs" customer.	F	Accounts can be flagged for various reasons including "special needs."
SW 2	Ability to record as data (not a note or comment) a service location for a customer, e.g. alley or curbside collection.	F	Accounts can be flagged for various reasons including "specified service location."
SW 3	Ability to record as data (not a note or comment) whether a customer is exempted (not required to participate in mandatory services) from a type of solid waste service, e.g. greenwaste exempt.	F	Accounts can be flagged for various reasons including "exempt" vs. "non-exempt."
SW 4	Ability to maintain all solid waste service specific criteria in user defined fields, e.g. Route Number, Route Type, Service Type, Collection Day(s).	F	

SW 5	Ability to designate multiple Service Types, Route Types, Route Numbers, and Collection Days per container, per account, to accommodate multiple services and containers used for refuse, recycling and greenwaste service.	F	
SW 6	Ability to designate one or more collection days (one to seven days per week) per service type, per container, to accommodate refuse, recycling and greenwaste service to an account.	F	
SW 7	Ability to designate a sequence or stop number for each container, per Service Type, Route Type and Collection Day.	F	
SW 8	Ability to route a stop multiple times on the same day for the same service.	F	
SW 9	Automatic re-routing feature for re-arranging routes. Allows for the addition of a new route, the removal of an existing route, and the ability to re-organize and/or combine existing routes in an on-line or batch mode as requested.	M	Require additional specific information.
SW 10	Automatic renumbering feature for re-arranging stops or sequence numbers on a route to allow for addition of new services.	F	
SW 11	Ability to prepare a daily Drivers Route Sheet by Service Type, Route Type and Collection day in sequence order. Daily schedule would also include number and size of containers, special needs, and service location information.	F	
SW 12	Ability to include a Driver Message on the route sheet.	F	

SW 13	Ability to designate a message as permanent or a one-time only message to print up until a specified date.	F	
SW 14	Ability to provide a space on the daily Drivers Schedule for driver comments. Returned comments would then be entered into the CIS system as a note or comment on the customers account by a CSR.	F	
SW 15	Ability to export solid waste routing data to GIS applications for route analysis and efficiency evaluations and electronic mapping.	F	
SW 16	Ability to schedule and manage roll-off container services.	F	
SW 17	Ability to manage shared commercial containers, including who shares, size and location of container, and ability to bill for actual percentage of bin share.	M	We have the ability to link multiple customers to one premise, attach a percentage to the billing item and bill for the amount.
SW 18	Provide route statistics, e.g. containers per day, yards per day, tons per day, containers per account, etc.	F	
SW 19	Ability to record Stop Service information that also will print on the Route Sheet.	F	
SW 20	Ability to retain as history service level changes by service type per service address.	F	
	Solid Waste Container Management		

SW 21	Manage inventory of all refuse and recycling containers. Items to track include:	F	
SW 22	Container number.	F	
SW 23	Duplicate container ID numbers are not allowed.	F	
SW 24	Bar-coding.	F	
SW 25	Container size.	F	
SW 26	Container manufacturer.	F	
SW 27	In service date.	F	
SW 28	Container type.	F	
SW 29	Empty weight.	F	
SW 30	Container purchase price.	F	
SW 31	On-line search capability, including:	F	

SW 32	Service address and location.	F	
SW 33	Container ID number.	F	
SW 34	Container manufacturer.	F	
SW 35	Container type.	F	
SW 36	Container size.	F	
SW 37	X, Y Coordinates.	F	
SW 38	Provide for status of solid waste containers, including:	F	
SW 39	Inventoried.	F	
SW 40	Service - active.	F	
SW 41	Service - inactive.	F	
SW 42	Stolen/missing.	F	

SW 43	Retired/junked.	F	
SW 44	Identify all locations the container has been set.	F	
SW 45	Tracking of container at its current location.	F	
SW 46	Provide the ability for mass receipt and addition of containers into inventory.	F	
SW 47	Provide for retirement of containers.	F	
SW 48	Container delivery, removal or exchange requests automatically update inventory and attribute values.	F	
	Service Order Management		
SW 49	On-line inquiry and browsing of orders including access by:	F	
SW 50	Customer name.	F	
SW 51	Customer account number.	F	
SW 52	Service address.	F	

SW 53	Service order number.	F	
SW 54	Scheduled date.	F	
SW 55	Order status.	F	
SW 56	Order type.	F	
SW 57	Container number.	F	
SW 58	Provide order status types, including:	F	
SW 59	Pending.	F	
SW 60	Scheduled.	F	
SW 61	Printed.	F	
SW 62	Completed.	F	
SW 63	Re-scheduled.	F	

SW 64	Canceled.	F	
SW 65	On-line viewing of existing workload.	F	
SW 66	Input partial orders into the pending order file without specifying all required order information. Allow the customer to call back with additional information at a later date.	F	
SW 67	On-line access, viewing and modification of a pending order.	F	
SW 68	On-line access to cancel a pending order. The system will retain the canceled order with the reason it was canceled and who canceled it.	F	
SW 69	User defined archive of all completed and canceled orders.	F	
SW 70	Ability to generate orders for non-service address specific locations, an illegal dumping on the side of the road.	F	
SW 71	Ability to schedule orders by order area based upon order priority, date, requested, service department, staffing level, and current backlog.	F	
SW 72	Identification of an order as being a repeat (2nd, 3rd request) order requiring immediate attention.	F	
SW 73	Provides the capability of printing orders in a logical ordering route number or route sequence.	F	

SW 74	Provides the capability of reprinting specific orders.	F	
SW 75	Flexibility in defining the information to be printed on an order such as relevant customer or service address information.	F	
SW 76	Allow for the input of the actual date the order is completed including week-ends and holidays.	F	
SW 77	Completion of an order will change the status of the pending order and identify it as a completed historical order on-line.	F	
SW 78	On-line historical review of completed orders for the customer account or service address, sortable by newest to oldest.	F	
SW 79	Ability to generate orders for miscellaneous solid waste services including, but not limited to:	F	
SW 80	Missed collection of service.	F	
SW 81	Late set-out of containers, return for service.	F	
SW 82	Request for extra or additional services.	F	
SW 83	Collection of excess refuse by driver.	F	
SW 84	Contamination of recycling or green waste containers, return for collection with extra charges.	F	

SW 85	Start service.	F	
SW 86	Stop service	F	
SW 87	Request for supervisor review of current service level.	F	
SW 88	Request for waste audit.	F	
SW 89	Request for special needs service.	F	
SW 90	An on-line order initiation process to deliver, exchange or remove solid waste containers, including the following:	F	
SW 91	Container maintenance (broken wheel or lid).	F	
SW 92	Miscellaneous container order.	F	
SW 93	Complaints, general.	F	
SW 94	Compliments, general.	F	
	Reports		

SW 95	System contains a full array of standard and customizable reports.	F	
SW 96	Reports contain multiple select and sort parameters to support various standard utility reporting requirements	F	
SW 97	Ability to create and define an unlimited number of user defined reports.	F	
SW 98	Ability to view on-screen before printing a report.	F	
SW 99	Ability to export any report to client software such as Excel for further manipulation and analysis.	F	
SW 100	Standard and utility specific reports can be scheduled to print daily and nightly using standard system functionality.	F	
	Correspondence and Contacts		
SW 101	Ability to create correspondence templates, including forms.	F	Specified forms can be generated through Work Order/Service Order module.
SW 102	Provide for the generation of standardized form letters and responses to customer inquiries with information from the customer account as required.	F	Specified forms can be generated through Work Order/Service Order module.

SW 103	Automatically generate correspondence based upon driver feedback from route sheets when needed, for example: Greenwaste or recycling container was reported contaminated, bin enclosure needs cleaning, containers are being left at the curb after collection, etc.	F	Specified forms can be generated through Work Order/Service Order module.
SW 104	Record correspondence sent as a historical reference to the account.	F	All correspondance will be maintained in account history.
SW 105	Provide for an unlimited amount of notes/remarks on an account.	F	
SW 106	Provide for free form notes/remarks.	F	
SW 107	Provide options for sorting and displaying notes/remarks.	F	By remark type and date.
SW 108	Provide for the identification of critical notes/remarks which "flag" an account.	F	
SW 109	Provide automatic user ID and date entered, etc.	F	
SW 110	Ability to add a note without a customer attached to a service address.	F	

TECHNICAL REQUIREMENTS

CATEGORY: Utility Billing - Customer Information System

F = Fully Provided "Out-of-the-Box"
M = Provided with Modification
C = Custom Development Required
TP = Third Party Software Required

R = Provided with Reporting Tools
NV = Provided in Next Version
NA = Not available

REFERENCE NUMBER	SYSTEM REQUIREMENTS	VENDOR RESPONSE	COMMENTS
	Account Management		
UB 1	System generates a non-significant account number.	F	
UB 2	System generates a non-significant customer number.	F	
UB 3	Ability to provide the following statuses of an account:	F	
UB 4	Active.	F	
UB 5	Temporarily disconnected for non-payment.	F	
UB 6	Closed / Inactive.	F	
UB 7	Closed - With outstanding balance sent to collection agency.	F	

UB 8	Closed - Written off as uncollectable debt.	F	
UB 9	Ability to create user-defined account statuses.	F	
UB 10	Ability to establish a user defined account type, e.g. residential, multi-family, industrial, institutional, etc.	F	
UB 11	Ability to establish a joint account with two or more persons liable for the bill.	F	Third Party Address
UB 12	Ability to transfer service from one customer account to another based on user defined transfer date including retroactive dates.	F	
UB 13	Ability to generate a notification document to a third party when an account is transferred or disconnected.	F	
UB 14	System will use user defined or system generated last meter readings for "transfer from" and/or "transfer to" service.	F	
	Account (Service/Equipment/Program) Offerings		
UB 15	All available services can be reviewed at the service address on-line.	F	
UB 16	Ability to open specific services without opening others, e.g. water service, but not wastewater service.	F	

UB 17	Identification of the services available within a user inputted block range.	F	
UB 18	Ability to review applicable rates/pricing with the customer for the services they are interested in.	F	
UB 19	Ability to provide on-line "what-if-scenarios" for different pricing options by service category.	F	Through use of the training system.
UB 20	Ability to record the customer's service choice and selected rate/pricing plan.	F	
UB 21	Ability to review all equipment offerings available to the customer on-line.	F	
UB 22	Review equipment rate and pricing plans for those items the customer is interested in.	F	
UB 23	Ability to record the customer's equipment choices and associated rate/pricing plan.	F	
UB 24	Ability to review on-line with a customer all relevant program offerings.	F	
UB 25	Review financial aspects of the programs the customer is interested in.	F	
UB 26	Ability to establish a levelized, equalized or average payment plan.	F	

UB 27	Ability to establish landlord arrangement for automatic connection and disconnection when tenant moves out.	F	Landlord agreement
	Account Views		
UB 28	On-line access to account information from a consolidated view to a detailed view.	F	
UB 29	Consolidated view of a customer with multiple accounts. All accounts are billed separately.	F	
UB 30	A service view (water, wastewater, solid waste, etc.)	F	
UB 31	A meter, product, or equipment view.	F	
UB 32	On-line access to a similar view of the bill as it was produced and distributed to the customer.	F	
UB 33	On-line access to an exact image of the bill as it was produced and distributed to the customer.	F	Duplicate bill or a 3rd party imaging solution
UB 34	On-line view to the past 15 years of customer consumption history, read dates, reading, and bill amounts.	F	
UB 35	On-line view of account consumption/usage history by meter or by service.	F	

UB 36	On-line view to total combined consumption across multiple meters and the same service address.	F	
UB 37	On-line view of account payment history.	F	
UB 38	On-line view of how the account allocation was applied.	F	
UB 39	On-line view of cash payment transactions including up-to-the minute postings. Processing is not required to view the payments made.	F	
UB 40	On-line view of pre-payment (deposit) information including an estimated refund date.	F	
UB 41	On-line view of account billing history.	F	
UB 42	On-line view of an accounts credit history or credit score.	F	
UB 43	On-line view providing an "Account at a glance". Information would include: A/R, pre-payment (deposit) information, due date, credit history, etc.	F	
UB 44	Ability to print a formatted statement of account for the customer including billing and payment history, adjustments, consumption, etc.	F	
UB 45	On-line access to historical service and meter orders for an account.	F	
UB 46	On-line access to pending service and meter orders for an account.	F	

UB 47	On-line access to charges and fees pending and not yet billed, e.g. roll-off container service or extra pick-ups, etc.	F	
	Account Processing		
UB 48	On-line identification of previous charge-off or bad debt amounts, including on-line skip tracing based upon specified search keys (names, SSN or TIN numbers, driver's license number, etc.)	F	Write off functionality
UB 49	Ability to establish a customer mailing address specific to each account.	F	
UB 50	Ability to establish a responsible third party mailing address for notifications.	F	
UB 51	Ability to enter new forwarding address onto an account and have the address reflect on the account for a user defined period of time. Customers can indicate when the address will become valid.	F	
	Billing Management		
UB 52	Ability to assign a primary billing cycle to all accounts. The billing schedule is easily changed with the ability to combine multiple cycles or to delay billing of a cycle.	F	

UB 53	A billing cycle will not be delayed if all reads are not received for the cycle. The billing can be run for those accounts which have recorded usage. The system will not estimate those which do not have valid readings, they will be held or transferred out of the current batch.	F	
UB 54	Ability to assign a book number to all accounts.	F	
UB 55	Accommodate billing for customers of various rate classes, usage volumes, number of dwelling units, rate schedules, etc.	F	
UB 56	Easily modify a single account's billing cycle.	F	
UB 57	Ability to conduct mass billing cycle changes to groups of accounts to facilitate route re-structuring/balancing.	F	
UB 58	Accommodate a date driven billing schedule that facilitates six bills per year for all bi-monthly accounts and twelve bills per year for all monthly accounts.	F	
UB 59	Accounts meeting the following conditions will be allowed to bill whenever their readings are received: Final Bills, Special Billings, Rebills for consumption corrections.	F	
UB 60	Calculate consumption for multiple meter exchanges on an account during a single billing period. System will accommodate a set reading and an out reading.	F	
UB 61	Validate consumption based upon user defined estimating guidelines and algorithms.	F	

UB 62	System estimating guidelines may include: Average consumption for the life of the account, average of the previous two months, same time last year.	F	
UB 63	Validate bill based upon dollars.	F	
UB 64	Accommodate billing of accounts on monthly, bi-monthly, quarterly, semi-annual or annual basis.	F	
UB 65	Calculate and prorate for rate changes within a billing period.	F	
UB 66	Calculate and prorate for service level changes within a billing period.	F	
UB 67	Prorate a charge or credit to an account based upon the number of days in the billing period for first and final bills using 30 or 60 days as the basis for proration.	F	
UB 68	Calculate the user defined total summer and winter days for the billing period. Billing rates will calculate respectively.	F	
UB 69	On-line adjustment of a bill on a line item basis as opposed to an entire bill.	F	
UB 70	System will assure that when billing adjustments are made, all appropriate GL transactions will be applied.	F	
UB 71	On-line adjustment of all charges, fees, on a customer account for current and "x" previous months.	F	

UB 72	Ability to adjust consumption, rebill the account, and have appropriate readings and receivables adjusted accordingly without making manual entries to the GL (cancel/rebill).	F	
UB 73	On-line view of adjustment history.	F	
UB 74	Ability to apply adjustments to accounts that have been written-off.	F	
UB 75	Ability to reverse transactions where a customer has been connected/disconnected/transferred in error. Provide mechanism to easily rectify.	F	
UB 76	Apply adjustments to final bills.	F	
UB 77	Support the tracking, adjustment, resolution, and reporting of all adjusted customer billing and service disputes.	F	
UB 78	Support mass cancel/rebill ability, e.g. wrong rate applied, or wrong batch date used.	F	
UB 79	Support debiting an account for a returned check and returning amount owed to proper aging and GL.	F	
UB 80	Support automatically charging an account for penalties associated with returned checks.	F	
UB 81	Ability to bill in advance and in arrears by service.	F	
UB 82	Bill for water service based upon water consumption.	F	
UB 83	Bill for water meter service based upon meter size.	F	
UB 84	Bill for consumption and customer charges for fire hydrant construction water meters.	F	
UB 85	Bill wastewater service based upon a percentage of water consumption from a designated meter assigned to a service.	F	

UB 86	Bill wastewater service based upon a flat rate.	F	
UB 87	Bill wastewater service based upon a BOD and for SS strength classification.	F	
UB 88	Bill wastewater service based upon approved discharges.	F	
UB 89	Maintain history of high strength usage for Industrial Waste customers for previous periods.	F	
UB 90	Calculate a winter water average yearly for wastewater consumption and apply the average to the customer's account.	F	
UB 91	Ability to calculate wastewater charges based upon an average daily attendance for schools.	F	
UB 92	Bill customers for solid waste services based upon the number and size (capacity) of containers, frequency of collection, and type of waste.	F	
UB 93	Bill customers based upon excess waste, bulky item collection by volume or weight, special pick-up per quoted prices, and miscellaneous charges with unique descriptions on the bill.	F	
UB 94	Bill customers based upon a percentage for shared use of solid waste and recycling containers.	M	Requires further discussion.
UB 95	Ability to bill based upon weight an volume determined by measurement of the refuse or recycling through a scale used on a collection truck.	F	
UB 96	Ability to bill by weight recorded at the landfill.	M	Requires further discussion.
UB 97	Bill for household hazardous waste disposal service.	F	
UB 98	Bill for street cleaning service.	F	
UB 99	Bill for other miscellaneous City provided services.	F	

UB 100	Bill customers who participate in average, equalized, or levelized payment programs.	F	
UB 101	Bill customers who participate in automatic bank drafting payment programs.	F	
UB 102	Ability to bill various fees, charges, penalties. To include, but not limited to:	F	
UB 103	Late payment charges for past due amounts.	F	
UB 104	Returned check fees.	F	
UB 105	Initiation/Collection/Reconnect fees.	F	
UB 106	City/County/State sales tax.	F	
UB 107	Service labor amounts for work performed by a service crew.	F	
UB 108	Meter tampering penalties.	F	
UB 109	Credit card miscellaneous fees.	F	
UB 110	Post annexation or water/wastewater surcharge.	F	
UB 111	Property cleanup charges.	F	
UB 112	Illegal dumping charges.	F	
UB 113	Excess refuse charges	F	
UB 114	Ability to provide penalty exemption for a specific penalty.	F	
UB 115	Provide penalty exemptions across all penalties.	F	

UB 116	Provide reporting on penalty exempt customers.	F	
UB 117	Provide an on-line bill calculation and generation feature. Bill will calculate immediately for printing, over night processing is not required.	F	
UB 118	Provide for the identification and modification of billing factors to provide a "what-if billing function". What if my rate changed? What if my consumption changed?, etc.	F	Quick bill functionality
UB 119	Provide a printed quotation to the customer for requested services, products and programs.	NV	Next release 6/2003
UB 120	Accommodate an on-line cancel/rebill (adjustment) process which will allow canceling, adjusting, and rebilling the account for "x" previous billing periods for changes in any billing component including rates and usage.	F	
UB 121	Cancel/rebill process may be applied to an entire bill, line item or to a specific service.	F	
UB 122	System provides the ability to cancel and rebilling the rates/charges in effect for the rebill date and prorate if there have been changes.	F	
UB 123	System generates appropriate GL entries when the cancel/rebill process is performed.	F	
UB 124	Maintain past and present usage billed to each rate schedule for a customer account to support the need for reconstructing or rebilling the customer for previous periods.	F	
UB 125	Produce and print a corrected bill which reflects adjustments made to previous period consumption for "x" previous periods.	F	
UB 126	Provide a correct current bill which reflects adjustment made to a previous period's bill.	F	

UB 127	Accommodate non-meter related consumption adjustments such as solid waste container changes for back billing, leak adjustments.	F	
UB 128	Combine usage for multiple metered and non-metered service into a single consolidated account bill. System will combine an unlimited number of meters on a single bill.	F	
UB 129	Accommodate billing for all City provided services on a single bill.	F	
UB 130	Ability for customer to request multiple bills be sent to a single mailing address.	F	
UB 131	Ability to send duplicate bills to multiple 3rd party customer entities.	F	
UB 132	Ability to produce a one-time miscellaneous bill for a current customer. One-time bill is produced in addition to a normal cycle bill.	F	
UB 133	Produce a one-time bill to an individual that is not a utility customer for property damage, merchandise, etc.	F	
UB 134	Flexibility in combining line item charges or separating item charges for bill printing.	F	
UB 135	Flag charges to not appear on the bill. Adjustments or charges made in error that the utility does not want the customer to view.	F	
UB 136	Bill is printed with an identifier of the type of bill including if it is corrected, initial, closing, regular, delinquent, estimated, bank draft, etc.	F	
UB 137	The date and meter readings at the beginning and at the end of the period for which the bill is rendered.	F	
UB 138	The beginning and ending dates for non-metered services that are not consumption based.	F	
UB 139	Display of the amount due in a very visible place on the bill.	F	

UB 140	Display the total amount due plus amount of penalty if not paid by due date. The penalty amount can be viewed as a separate line item.	F	
UB 141	The date by which the customer must pay the bill in order to avoid penalty or termination of service.	F	
UB 142	Display the description of a charge.	F	
UB 143	Current charges.	F	
UB 144	Past due charges.	F	
UB 145	Total payments received combined in a single line item.	F	
UB 146	Multiple payments received listed separately.	F	
UB 147	Description of line item adjusted.	F	
UB 148	Graph showing consumption/usage, by meter, or combined, for current and prior 12 months for each service.	F	
UB 149	Ability to add shading and textures to the bill design.	F	
UB 150	Ability to create an on screen preview of created bills.	F	
UB 151	Provide for a check digit to be included on the bill.	F	
UB 152	Statement of number of days in billing period versus number of days between meter readings with an average daily usage by metered service.	F	
UB 153	Separate line item for deferred payment arrangements.	F	
UB 154	Total usage by meter in appropriate unit, gallons, cubic feet, etc.	F	

UB 155	Global custom messages. All bills produced will have a single message.	F	
UB 156	Custom messages by user defined criteria.	F	
UB 157	Custom messages by individual customer.	F	
UB 158	Custom messages by service.	F	
UB 159	Assignment of special handling codes to the bill for purposes of sorting, bill printing, reviewing, routing, and mailing. The system will accommodate grouping customer's bills together for placing in the mailing envelope together.	F	
UB 160	Ability to present an electronic bill instead of a hard copy.	F	
UB 161	Ability to interface with client purchased application for US postal automation processing and CASS certification.	F	UtilitySuite has the ability to interface with most any third party application. Further discussion will be required during analysis to determine your specific requirements.
UB 162	Ability to provide multiple capabilities for sorting bills, e.g. zip code, cycle, customer number.	F	
UB 163	Ability to postal print bar code on bills and/or envelopes.	F	
UB 164	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.	F	
UB 165	System will display the number of bills to be printed.	F	
UB 166	System will display the number of bills remaining to be printed.	F	

UB 167	System will display the number of total bills printed.	F	
UB 168	System allows restarting of a bill run from any point within the bill run.	F	
UB 169	System allows a bill run to be paused or restarted.	F	
UB 170	System creates a unique bill number to facilitate above.	F	
UB 171	System is capable of creating a text only version of any bill for email attachment purposes.	F	
UB 172	Ability to generate customer bills to an electronic medium, such as tape or disk, for out-sourcing bill production services.	F	
UB 173	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 accounts (final bills).	F	
UB 174	Ability to produce a preliminary billing register listing all accounts to be billed including line item detail and total amount billed.	F	
UB 175	Provide adequate control, balancing and reconciliation between the billing cycle revenues and the general ledger revenue cycles.	F	
	Credit and Collection Management		
UB 176	Capture basic customer credit information in order to provide a credit profile, credit score and credit status of an account/customer.	F	
UB 177	Credit information fields are user-defined and unlimited.	F	
UB 178	Ability to convert existing credit rating from PICK system and translate into new UB/CIS system.	F	Credit points

UB 179	Ability to create a flexible credit scoring with varying weights associated with various credit offenses. Collection points for credit scoring purposes are applicable to all types of accounts.	F	
UB 180	Credit score have the ability to go up or down based upon user defined criteria.	F	
UB 181	System will provide the ability to manually adjust or override a customer's credit score.	F	
UB 182	Ability to view a customers credit profile across all accounts. System has the ability to combine multiple accounts together to provide a "credit at a glance" function.	F	Rating attached to CIS record
UB 183	Ability to transfer a credit score from an old account to a new account.	F	
UB 184	Identify customers who have been pre-approved for credit. For example large customers eligible for waiver of pre-payment (deposit), etc.	F	
UB 185	Ability to provide a letter of reference to a former customer in order to establish credit with a new utility company as a letter management function. Letter would include information about the customer's payment history.	F	
UB 186	The ability to generate an electronic medium, such as tape or disk, accounts to be turned over to Collection Agencies and/or Credit Bureaus.	F	
UB 187	Ability to identify an account as a "cash only" account based upon a specific credit score or a user defined criteria.	F	
UB 188	Ability to provide an on-line summary or report of all amounts owed by an entity having multiple service locations, both active, closed or pending.	F	

UB 189	Ability for new service requests to be cross-referenced against closed accounts with outstanding balances or accounts disconnected for non-payment with outstanding balances transferred to a new account.	F	
UB 190	Ability to transfer delinquent balances between a customer's accounts.	F	
UB 191	Allow accounts to be "frozen" so that no action is taken during any delinquent review process.	F	
UB 192	Support an automated notice and collection activity for all customers based upon specific processing date schedules by customer class.	F	
UB 193	Ability to define an automated notice and collection process by service, product, and program.	F	
UB 194	Ability to exclude utility service and product charges from the delinquent notice process.	F	
UB 195	Ability to exclude specific customers from the delinquent notice process.	F	
UB 196	Ability to integrate/interface with an automatic dialer for assistance with outgoing calls for collection efforts. (IVR/IWR inbound and outbound)	F	
UB 197	Ability to grant payment extensions which will extend the delinquency process accordingly. Customer provides a specific date or length of the extension.	F	
UB 198	System will track the number of payment extensions granted for a customer. Payment extensions will affect a customer's credit score.	F	
UB 199	The system can support any number of notices with variable content and format.	F	
UB 200	Turn-off processing will include automatic generation of a disconnect for non-payment work order.	F	
UB 201	Ability to print disconnect work orders by route or meter sequence.	F	

UB 202	Turn-off work orders can be automatically removed if payment is received prior to turn-off.	F	
UB 203	Turn-off for non-payment work orders will auto generate a charge to the account for the service.	F	
UB 204	Ability to prevent turn-off of service (by service) due to delinquency for various reasons, including:	F	
UB 205	Payment arrangements (automatic).	F	
UB 206	Bankruptcy Proceedings.	F	
UB 207	Fire Service meter.	F	
UB 208	High bill investigations/Bill Disputes.	F	
UB 209	Re-Read order pending.	F	
UB 210	Other user defined circumstances.	F	
UB 211	Disconnect notices must be user definable and include the following:	F	
UB 212	Customer mailing address.	F	
UB 213	Service address.	F	
UB 214	The reason for the proposed disconnection.	F	
UB 215	Total outstanding balance and past due amount.	F	
UB 216	Due date.	F	
UB 217	Ability to provide on-line reporting of accounts that have been disconnected for non-payment.	F	

UB 218	Allow for late payment penalty on all types of accounts.	F	
UB 219	Late payment penalty applied based upon a flat dollar amount or a percentage of the balance due.	F	
UB 220	Upon receipt of a partial late payment, system will automatically indicated the payment amount on the delinquency notice and reduce the balance due.	F	
UB 221	Debit returned checks back to the customer's account and create appropriate returned check charge.	F	
UB 222	Customers with returned checks will automatically into the delinquency process if the charge is past due.	F	
UB 223	Appropriate associated GL accounts will be adjusted accordingly without any manual intervention.	F	
UB 224	Call, mail or deliver to the customer notice of the returned check.	F	
UB 225	Ability to waive the returned check fee pending approval. System will provide the ability to override the fee without an adjustment to the account.	F	
UB 226	On-line view or report of checks that have been returned based upon user defined criteria such as date, amount, customer class.	F	
UB 227	Track the number of payment arrangements granted to an account in a running twelve month period.	F	
UB 228	Track the number of payment arrangements not honored. Provide ability to track default.	F	
UB 229	System will allow the user to adjust the arrangement amount and/or due date of an arrangement.	F	
UB 230	On-line view or report of payment arrangements made with a customer for an account.	F	
UB 231	Payment arrangement preclude the account from entering collection processing.	F	

UB 232	Provide for automatic write-off of accounts based upon user defined parameters by service. Allow for override of this automated process, secured by user.	F	
UB 233	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.	F	
UB 234	Provide for a mechanism for easily tracking and identifying closed accounts with outstanding balances due.	F	
UB 235	Allow for input and on-line review of account collection status, for example: negotiated, settled, forgive, reversed, bankruptcy.	F	
UB 236	Provide an on-line view or report of the write-off processing affected accounts.	F	
UB 237	Provide for the transfer of records from the accounts receivable when collection activity has been completed. Appropriate GL interface transactions will occur.	F	
UB 238	Identify and maintain bankruptcy information on the customer account. Upon notification that a customer has filed for bankruptcy the account is closed as of the date of filing.	F	
UB 239	The delinquency process for a bankruptcy customer is stopped for the amount due at the time of filing to prevent the service from being disconnected for non-payment or going to a collection agency for the closed account.	F	
UB 240	Provide an on-line view or report of the amount owed by customers who have filed for bankruptcy.	F	
UB 241	Track dismissals and discharges.	F	

UB 242	Tracking of Chapter 7, 11, and 13 payments separately.	F	
UB 243	Ability to indicate on the new account that the customer has filed for bankruptcy on an old account.	F	
UB 244	Identify a customer as deceased and assign an executor to the account.	F	
UB 245	Once service is disconnected, the system will calculate the lien able amount.	F	
UB 246	Provide an electronic medium of all accounts with a lien. This information can be provided to an outside agency for processing.	F	
	Customer Management		
UB 247	Ability to record the following: salutation, first, full middle, last name, and suffix for individual name accounts.	F	
UB 248	Ability to record from a user defined list different types of telephone numbers, e.g. home, work, business, property manager accounts payable, FAX, cellular, etc.	F	
UB 249	Ability to record an email address for a customer.	F	
UB 250	Ability to record a date of birth for a customer.	F	
UB 251	Ability to access an account of any status by the following:	F	
UB 252	Customer name, with partial name search capability.	F	There are over 70 different ways to search for an account including by customer name.

UB 253	Service address.	F	There are over 70 different ways to search for an account including by service address.
UB 254	Mailing address.	F	There are over 70 different ways to search for an account including by mailing address.
UB 255	Account number.	F	There are over 70 different ways to search for an account including by customer name.
UB 256	Customer number.	F	There are over 70 different ways to search for an account including by customer number.
UB 257	Meter number.	F	There are over 70 different ways to search for an account including by meter number.
UB 258	Assessor's Parcel Number (APN).	F	
UB 259	Social Security Number (SSN).	F	There are over 70 different ways to search for an account including by SSN.
UB 260	Taxpayer Identification Number (TIN).	F	
UB 261	Telephone number.	F	There are over 70 different ways to search for an account including telephone number.
UB 262	Drivers License Number.	F	There are over 70 different ways to search for an account including driver's license number.

UB 263	By old account number from previous billing system.	F	There are over 70 different ways to search for an account including by old account number.
UB 264	NAICS code. (North American Industry Classification System, previously SIC).	F	
UB 265	Provide for a combination of search criteria, e.g. social security number and name.	F	
UB 266	System will provide the ability to generate an application form, assisting the CSR in the process of entering and validating applicant information.	F	
UB 267	System allow the user to suspend or store an incomplete application in a temporary work area for later reactivation and completion.	F	
UB 268	Information specific to the customer is maintained and tracks with the customer from one service address to another or account to another. This information would include:	F	
UB 269	Credit profile history.	F	
UB 270	Alias name(s).	F	
UB 271	Doing Business As Name (D.B.A.)	F	
UB 272	Social Security Number (SSN).	F	
UB 273	Taxpayer Identification Number (TIN).	F	
UB 274	Drivers License Number.	F	
UB 275	Email address.	F	

UB 276	Theft and tampering history.	F	
UB 277	Customer complaints.	F	
UB 278	Customer correspondence.	F	
UB 279	History of service addresses both present and past.	F	
UB 280	Banking information for automatic drafting purposes.	F	
UB 281	Identify dangerous animals/people/situations.	F	
UB 282	Ability to display contact start and completion times to view length of time spent with a customer.	F	
UB 283	Provide for the on-line identification and segmentation of the existing customer base through any data entity or data relationship (used to target market customers for any process).	R	
UB 284	Provide for the download of customer records into client (Excel, Access, etc.) software for subsequent manipulation.	R	
UB 285	Provide for automated follow-up with customers through telephone calls or correspondence triggered through the work queue or similar mechanism. For example: at the completion of certain call types, correspondence will automatically be generated.	F	
UB 286	Provide for the generation of standardized form letters and responses to customer inquiries with information from the customer account as required. For example: program inquiries, thank-you letters, etc.	F	

UB 287	Provide consumption information for customers who have participated in a water conservation audit to validate savings.	R	
UB 288	Provide commodity consumption, revenue and demand information and adjustments to external systems to assist in forecasting on a monthly or as required basis.	R	
UB 289	Provide the ability to assess a pre-payment (deposit) for service. Separate pre-payments can be collected and tracked for water, wastewater or solid waste service, etc.	F	
UB 290	System allows the method of determining default pre-payment requirements to vary for each type:	F	
UB 291	Service type (water versus solid waste).	F	
UB 292	Customer type (residential versus non-residential).	F	
UB 293	Customer credit score.	F	
UB 294	System determines pre-payment amount for a new customer based upon user defined criterion.	F	
UB 295	Determine the pre-payment remittance approach: cash only, single billed amount, installment billing, etc.	F	
UB 296	For temporary services (fire hydrant construction meters, solid waste roll-off service) customer is required to pay a pre-payment before delivery of meter or equipment.	F	
UB 297	Ability to accept non-cash pre-payments such as bank letters, letters of credit history, certificates of deposit.	F	
UB 298	Ability to transfer existing pre-payments to a new account.	F	
UB 299	System provides for the automatic return of a pre-payment after one year based upon an acceptable credit score (user definable).	F	

UB 300	If credit score dictates that pre-payment should not be applied, system provides for user defined extension, created a new pre-payment refund date.	F	
UB 301	Pre-payment is automatically applied to all final bills, if not requested to transfer to a new account.	F	
	Payment Plans		
UB 302	System provides for levelized billing. System recalculates the payment amount for levelized billing by calculating the average consumption over the past user defined historical period resulting in a varying payment.	F	
UB 303	Ability to remove customers from levelized billing programs after the "x" consecutive or non-consecutive missed payment in a "x" period.	F	
UB 304	If a levelized payment is missed, the next bill should reflect the levelized payment in arrears in addition to the current payment amount.	F	
UB 305	System supports the automatic generation of notice to customer that they are subject to removal from levelized billing.	F	
UB 306	System performs automatic re-calculation of levelized billing payment amount on demand or at user defined intervals.	F	
UB 307	System allow for the City to define eligibility restrictions that must be met for the levelized billing and allow users to apply or override restriction on sign-up. Restrictions may include length of service time, credit score, etc.	F	
UB 308	System will monitor the actual usage in comparison to level billing amount and notify the CSR when an account is becoming significantly out of balance.	F	

UB 309	Allow for level billing of metered, non-metered and metered related services.	F	
UB 310	System provides for a "true up" balancing and adjustment on an annual basis, or at final billing.	F	
	EQUIPMENT MANAGEMENT - WATER METERS		
UB 311	System does not allow duplicate meter numbers. If duplicate meter numbers occur across manufacturers the system provides a method to differentiate the meters.	F	
UB 312	On-line search is supported, including:	F	
UB 313	Meter number.	F	
UB 314	X, Y Coordinates.	F	
UB 315	Manufacturer and Model.	F	
UB 316	Meter type.	F	
UB 317	Meter size,	F	
UB 318	Meter order number	F	
UB 319	Read route number.	F	
UB 320	Provide for statusing of meters, including:	F	
UB 321	Inventoried.	F	
UB 322	Service - active.	F	

UB 323	Service - inactive.	F	
UB 324	In shop - testing/repairs.	F	
UB 325	Meter removed.	F	
UB 326	Meter stolen, missing.	F	
UB 327	Meter damaged,	F	
UB 328	On truck.	F	
UB 329	Retired/junked.	F	
UB 330	Track all locations a meter has been set. System will automatically track the history of installations for a meter.	F	
UB 331	Identify all meters set at the location.	F	
UB 332	System will not allow for lost meters.	F	
UB 333	Provide viewing of meter set components by: age, date purchased, purchase price.	F	
UB 334	Ability to accommodate various meter types:	F	
UB 335	Flow recording meters (discharge meters).	F	
UB 336	Master meters.	F	
UB 337	Sub-meters.	F	
UB 338	Fire Hydrant Construction meters.	F	

UB 339	Compound meters (multiple dials).	F	
UB 340	The on-line review and update of all meter attributes and engineering information. Attributes may include:	F	
UB 341	Service address and location.	F	
UB 342	Meter number.	F	
UB 343	Meter type.	F	
UB 344	Meter size.	F	
UB 345	Meter manufacturer.	F	
UB 346	Test dates.	F	
UB 347	Test results.	F	
UB 348	Tested by.	F	
UB 349	Last test date.	F	
UB 350	Purchase date.	F	
UB 351	Installation/turn-on date.	F	
UB 352	Installed by.	F	
UB 353	Remove date.	F	
UB 354	Removed by.	F	

UB 355	Number of registers.	F	
UB 356	Register ID Number (AMR).	F	
UB 357	Register type (AMR/Direct read).	F	
UB 358	MXU (Meter Transceiver) (Telemetry Interfaces).	F	
UB 359	Number of dials.	F	
UB 360	Source - Main water line.	F	
UB 361	Node - Branch water line.	F	
UB 362	Pressure - minimum.	F	
UB 363	A meter set work order will automatically update meter and meter component attribute values.	F	
UB 364	A meter exchange work order will automatically update meter and meter component attribute values.	F	
UB 365	A meter removed work order will automatically update meter and meter component attribute values.	F	
UB 366	System provides the means for authorized users to create and maintain an accurate inventory of meters in stock.	F	
UB 367	Allow for mass entry of meters with automatic assignment of sequential meter/equipment numbers by manufacturer and meter/equipment type.	F	
UB 368	Allow for addition of single meters to inventory.	F	
UB 369	Provide ability to interface with bar code readers for bar-coded meter numbers on the meter or equipment.	F	

UB 370	Allow for mass deletion of meters from inventory.	M	
UB 371	Allow for deletion of a single meter from inventory.	F	
UB 372	Support a routine testing program.	F	
UB 373	Generate a maintenance service order based on the next meter test date or scheduled maintenance date.	F	
UB 374	Allow for review of meter test groups prior to a maintenance service orders.	F	
UB 375	Ability to select or deselect based on user defined requirements.	F	
UB 376	Indicate the need on the service order to exchange a meter based on meter age, etc. Upon completion of the work order update the premise record with the new meter attributes.	F	
UB 377	Indicate testing of large meters on "x" period (parameter driven" is required and generate an order to field test the meter.	F	
UB 378	Enable meter tests to be initiated by a customer request. Customer request will initiate a work order.	F	
UB 379	System will provide a mechanism to record test results including, test date, tester name, etc.	F	
UB 380	System allows for a comment message to be associated with the meter test.	F	
UB 381	Test history will follow the meter regardless of location.	F	
	Portfolio Management		
UB 382	Accommodate potable water service.	F	

UB 383	Accommodate non-potable water service.	F	
UB 384	Accommodate irrigation water service.	F	
UB 385	Accommodate fire service water service.	F	
UB 386	Accommodate for B-Contract water service.	F	Futher discussion required.
UB 387	Accommodate wastewater service.	F	
UB 388	Accommodate solid waste service.	F	
UB 389	Accommodate street cleaning service.	F	
UB 390	Accommodate household hazardous waste disposal service.	F	
UB 391	Accommodate fire hydrant construction meter service.	F	
UB 392	Accommodate storm water service.	F	
UB 393	Ability to add additional services at any time to the portfolio.	F	Will require further discussion to determine specific requirements.
	Program Offerings		
UB 394	Provide a payment arrangement program.	F	
UB 395	Provide a special large complex program to support continuos service between tenants and owners, landlords, or management companies.	F	Will require further discussion to determine specific requirements.
UB 396	Provide a bank drafting or credit card drafting, and all electronic payment programs.	F	

	Conservation Programs		
UB 397	Provide the ability to identify participation in water conservation programs by type of program (low flow toilets, etc.) date and amount of rebate, if any.	F	Accounts can be flagged for numerous reasons including participation in specific programs.
UB 398	Provide for surcharges when a customer consumes more than an account has been allotted. For example, during water shortage periods.	F	
	Rate Management		
UB 399	On-line creation of new rate structures. Programming from the vendor is not required.	F	
UB 400	On-line identification and copying of current/historical rate structures to new rate structures.	F	
UB 401	Provide for date sensitive rate structure.	F	
UB 402	Provide for inactive rates file.	F	
UB 403	Ability to modify a rate and track changes for purposes of modeling and billing.	F	
UB 404	Ability to track the historical rate assignments.	F	
UB 405	Selection and view/printing of rate structures and entire rates master as required.	F	
UB 406	On-line maintenance of table driven rates and fees.	F	
UB 407	Provide for special negotiated rates.	F	
UB 408	Provide rate schedules by service type for water, wastewater, solid waste and recycling and other city services.	F	

UB 409	Allow multiple rate changes within a billing period with proration reflected on a customers bill.	F	
UB 410	Provide for general rate reporting, for example allow reporting of consumption used and dollars received at the rate step level per individual customer and across the utility.	F	
UB 411	Accommodate a block rate steps (declining, inverted, minimum).	F	
UB 412	Accommodate a two-part rate.	F	
UB 413	Accommodate a three-part rate (customer, usage and demand charges).	F	
UB 414	Accommodate an unbundled multi-part rate (meter charge, billing charge, meter reading charge, etc.)	F	
UB 415	Accommodate a time of use rate.	F	
UB 416	Accommodate a seasonal rate.	F	
UB 417	Accommodate a rate based upon input from another service (water/wastewater).	F	
UB 418	Accommodate an incentive rate.	F	
UB 419	Ability to designate a number "x" of water units a customer is entitled to use before being charged for consumption.	F	
UB 420	Individual rate schedules may contain the following information for bill calculation:	F	
UB 421	Consumption blocks	F	
UB 422	Base charge multiplied by number of dwelling units.	F	
UB 423	Base charge multiplied by number of containers, equipment.	F	

UB 424	Winter average.	F	
UB 425	Late charge - percentage/flat rate.	F	
UB 426	Individual rate schedules must accommodate a unique GL revenue number.	F	
UB 427	Provide validation of customer class and rate.	F	
UB 428	Provide for one-time charges, e.g. reconnect fee, turn-on fees, return check fees, extra pickup fees, etc.	F	
UB 429	Provide for recurring charges.	F	
UB 430	Provide for a means for identifying accounts that qualify for a recurring charge or credit, for example an account participating in a water conservation program.	F	
UB 431	Allows for establishment of a beginning and end date for these charges and uses these dates to determine if the charge or credit should be billed.	F	
UB 432	Provide for the creation of user-defined one-time miscellaneous charges.	F	
UB 433	Provide the ability to bill monitored wastewater customers for high strength charges (BOD/SS) based upon periodic readings.	F	
UB 434	Provide the ability to adjust the wastewater rate according to the quality of the wastewater.	F	
UB 435	Provide browsing and review of inactive/historical rates.	F	
UB 436	Specific information will be utilized as rate determinants in determining the correct rate to be assigned. Determinants may include:	F	
UB 437	Rate schedule unique identifier.	F	

UB 438	Meter size.	F	
UB 439	Inside/Outside city limit.	F	
UB 440	Customer classification/trade class.	F	
UB 441	Geographical area.	F	
UB 442	Property usage category.	F	
UB 443	Master meter.	F	
UB 444	NAICS code.	F	
UB 445	Allow for calculation of sample billings for test accounts without affecting revenue.	F	Separate training/testing system will be provided to run such calculations.
UB 446	Provide comparative analysis of alternate rates for the customer based on past and/or anticipated consumption.	R	
UB 447	Provide for projecting of revenues from new rate structures based on affected classes of customers by rate components.	R	
UB 448	Provide ability to track weather conditions such as average temperature, rainfall/precipitation to account for low revenues, address customer high bill complaints, or for use in estimating and revenue projections.	F	
UB 449	Provide the ability to download for the analysis of customer usage by various characteristics for example: customer class, usage category, NAICS codes, etc.	F	

	Service Address Management		
UB 450	The service address is standardized into components. Components include:	F	
UB 451	Street number.	F	
UB 452	Street Prefix. (N,S,E,W)	F	
UB 453	Street Name.	F	
UB 454	Street Type.	F	
UB 455	Street Suffix. (N,S,E,W)	F	
UB 456	Space number (apartment, suite, building)	F	
UB 457	City	F	
UB 458	State	F	
UB 459	Zip Code	F	
UB 460	Zip Code + Four	F	
UB 461	Provide ability to classify a service address at the service level by type of business usage category code, NAICS code.	F	
UB 462	Ability to track more than one customer classification for multi-use customers, e.g. malls, complexes.	F	
UB 463	Maintain past and present classifications regardless of meter status by service.	F	

UB 464	Maintain multiple contact information (third party) related to the service address. The owner, manager, property manager, etc. may be contacted to provide access to the property, verification of tenant move in/out dates, handling of returned mail, etc.	F	
UB 465	On-line view of all previous and present accounts at a service address.	F	
UB 466	Accommodate multiple meters at a single service address.	F	
	Service Order Management		
UB 467	On-line initiation process to turn-on, turn-off or in any way modify service, including the following:	F	
UB 468	Regular turn-on / turn-off.	F	
UB 469	Transfer turn-on / turn-off.	F	
UB 470	Seasonal turn-on / turn-off.	F	
UB 471	Install meter and turn-off.	F	
UB 472	Remove meter and turn-off.	F	
UB 473	Turn-off for non-payment.	F	
UB 474	Read and leave on.	F	
UB 475	Requests for additional or exchange of containers.	F	
UB 476	Requests for special pick-ups/clean-ups, missed pick-ups, change in service frequency, theft of services, scavenging, etc.	F	

UB 477	Receive requests from meter read devices and generate a service order.	F	
UB 478	On-line initiation process for field order investigations, including the following:	F	
UB 479	Re-read meter.	F	
UB 480	Leak investigation.	F	
UB 481	Request for water conservation audit.	F	
UB 482	Other investigation.	F	
UB 483	High/Low bill investigation.	F	
UB 484	An on-line order initiation process to set, remove or exchange a meter, including the following:	F	
UB 485	Set meter.	F	
UB 486	Exchange meter non-routine.	F	
UB 487	Exchange meter routine.	F	
UB 488	Meter test.	F	
UB 489	ERT exchange.	F	
UB 490	Exchange meter for meter of different size.	F	
UB 491	Remove meters.	F	
UB 492	An on-line order initiation process for collection related orders, including the following:	F	

UB 493	Notification (door hanger) prior to non-pay disconnect.	F	
UB 494	Non-pay turn-off.	F	
UB 495	Collection on a bad check.	F	
UB 496	Non-pay reconnection.	F	
UB 497	Miscellaneous collection order.	F	
UB 498	Accommodate work initiated and/or completed in the field.	F	
UB 499	Verify the pending service order file prior to initiating an order. The system will not allow to connect orders to be placed for the same service address for the same customer for the same meter, etc.	F	
UB 500	The initiation of turn-on orders (transfers, regular connect, etc.) will force the previous customer off the premise and generate a final bill for the customer.	F	
UB 501	A turn-on/turn-off/transfer made in error can be reversed on-line.	F	
UB 502	Unique identification of the order by a system generated order number.	F	
UB 503	On-line inquiry and browsing of pending orders including access by:	F	
UB 504	Customer name.	F	
UB 505	Customer account number.	F	
UB 506	Service address.	F	
UB 507	Service order number.	F	

UB 508	Schedule date.	F	
UB 509	Order status.	F	
UB 510	Order type.	F	
UB 511	Route number meter read.	F	
UB 512	Container number.	F	
UB 513	Provide order status types, including:	F	
UB 514	Pending	F	
UB 515	Scheduled.	F	
UB 516	Printed.	F	
UB 517	Completed.	F	
UB 518	Re-scheduled.	F	
UB 519	Canceled.	F	
UB 520	On-line viewing of existing workload.	F	
UB 521	Provide the ability for an order that has been held pending payment of a pre-payment, the system will release the order when payment is made.	F	
UB 522	Input partial orders into the pending order file without specifying all required order information. Allow the customer to call back with additional information at a later date.	F	

UB 523	On-line access, viewing and modification of a pending order.	F	
UB 524	On-line access to cancel a pending order. The system will retain the canceled order with the reason it was canceled and who canceled it.	F	
UB 525	Cancellation of the pending disconnect order will automatically cancel the transfer connect, the landlord or other associated orders, with override capabilities.	F	
UB 526	Identify canceled orders through a printed cancellation notice for those orders which have already been printed.	F	
UB 527	Automatically cancel collection orders as payments are made.	F	
UB 528	Automatically cancel a turn-off order if payment arrangements are made.	F	
UB 529	User defined archive of all completed and canceled orders.	F	
UB 530	Ability to generate orders for non-service address specific locations, e.g. leaks in the middle of the street, illegal dumping along the side of a road.	F	
UB 531	Ability to automatically generate a work queue with the option to send an order and generate customer letters based upon information gathered by the meter reader, including:	F	
UB 532	Consumption on an inactive account.	F	
UB 533	Meter registering extremely low consumption.	F	
UB 534	Trim the bushes.	F	
UB 535	Replace the glass.	F	

UB 536	Non-registering ERT.	F	
UB 537	Damaged meter.	F	
UB 538	Other requests as defined.	F	
UB 539	Unauthorized consumption on straight connects, bypass, and stolen meters.	F	
UB 540	Ability to schedule orders by order area based upon order priority, date requested, service department staffing level, and current backlog.	F	
UB 541	The system will group pending orders for efficient service purposes.	F	
UB 542	Identification of an order as being a repeat (2nd, 3rd request) order requiring immediate attention.	F	
UB 543	Provides the capability of printing orders in a logical ordering of cycle, route, sequence of meter.	F	
UB 544	Provides the capability of reprinting specific orders.	F	
UB 545	Flexibility in defining the information to be printed on an order such as relevant customer or service address information.	F	
UB 546	Customization of the order format that is user definable.	F	
UB 547	Provide the ability to complete an order regardless of where the customer/location is in the billing cycle.	F	
UB 548	Allow for input of the actual date the order is completed including week-end and holidays.	F	
UB 549	Completion of an order will change the status of the pending order and identify it as a completed historical order on-line.	F	
UB 550	Report on order activities by order type or other defined field.	F	

UB 551	On-line historical review of completed orders for the customer account or service address, sortable by newest to oldest.	F	
	Usage Management		
UB 552	View water consumption by service address or location.	F	
UB 553	View water consumption by meter.	F	
UB 554	View water consumption by customer.	F	
UB 555	Ability to graph or chart water consumption and export to client software (Excel).	F	
	Route Management		
UB 556	Provide for routes, sequence numbers and stops.	F	
UB 557	Accommodate routes for non-metered services separately from meter-reading routes, e.g. solid waste and recycling routes.	F	
UB 558	Allow changes to the route, and/or sequence number without changing the account number.	F	
UB 559	Automatic re-routing feature for re-arranging routes. This feature would allow for the addition of a new route, the removal of an existing route, and the ability to reorganize and/or combine existing routes in an on-line or batch mode as requested.	F	
UB 560	Automatic renumbering feature for re-arranging stops on a route to allow for addition of new services.	F	
UB 561	System maintains the following information for each meter route:	F	

UB 562	User defined route identifier.	F	
UB 563	System generated next read date.	F	
UB 564	System generated last read date.	F	
UB 565	System generated total number of meters in route or solid waste stops in route.	F	
UB 566	Elapsed time between meter readings, number of days.	F	
UB 567	The ability to define a period of time between read date and bill date. Defined at time meter reading and billing calendar is created.	F	
UB 568	Ability to manually input meter reads.	F	
UB 569	Input reads from an interface.	F	
UB 570	Download of information into the PC based handheld meter reading and route management system.	F	
UB 571	Include the download of meter information for inactive accounts.	F	
UB 572	Upload read information from the PC based meter reading system. Update service address information gathered by the meter reader.	F	
UB 573	Provide controls to safeguard the upload and processing of the same readings more than once (duplicate reads).	F	
UB 574	Interface with various telemetering devices or a telemetering system for polling and upload of meter read information (AMR).	F	

UB 575	Provide interface to truck devices/scales for purposes of weighing refuse at the customer site and billing by weight. Weights will be uploaded in a similar fashion to meter reads.	C	See Appendix I.
UB 576	Print route sheets/books for specific services which may not utilize automated devices such as solid waste and recycling collection.	F	
UB 577	Ability to read meters at variable time, monthly, bi-monthly.	F	
UB 578	Storage of all reads regardless of their validity.	F	
UB 579	Readings will be validated prior to billing, including:	F	
UB 580	Number of dials on a read.	F	
UB 581	Dial turnover.	F	
UB 582	Read units.	F	
UB 583	Directly input a corrected usage and retain both the corrected reading and the original reading.	F	
UB 584	Accommodate the input of actual date read versus scheduled read date.	F	
UB 585	Support a minimum of 10 digits for storage and display of the read.	F	
UB 586	Update meter reading conditions.	F	
UB 587	Update meter reading locations and instructions.	F	
	Correspondence and Contacts		

UB 588	Ability to create correspondence templates, including forms.	F	
UB 589	Provide for the generation of standardized form letters and responses to customer inquiries with information from the customer account as required. For example: confirm meter reading, estimated reading, etc.	F	
UB 590	Automatically generate correspondence when:	F	
UB 591	Returned check.	F	
UB 592	Illegal usage.	F	
UB 593	Adjustment made.	F	
UB 594	Record correspondence sent as a historical reference to the account.	F	
UB 595	Provide for an unlimited amount of notes/remarks on an account.	F	
UB 596	Provide for free form notes/remarks.	F	
UB 597	Provide options for sorting and displaying notes/remarks.	F	
UB 598	Provide for the identification of critical notes/remarks which "flag" an account.	F	
UB 599	Provide automatic user ID and date entered, etc.	F	
UB 600	Ability to add a note without a customer attached to a service address.	F	

TECHNICAL REQUIREMENTS

CATEGORY: Engineering Division

F = Fully Provided "Out-of-the-Box"
M = Provided with Modification
C = Custom Development Required
TP = Third Party Software Required

R = Provided with Reporting Tools
NV = Provided in Next Version
NA = Not available

REFERENCE NUMBER	SYSTEM REQUIREMENTS	VENDOR RESPONSE	COMMENTS
	The ability to maintain user-defined service address or customer specific information, to include, but not limited to:		
E 1	Assessor's Parcel Number (APN)	F	
E 2	Water Pressure Zone	F	
E 3	Internal Map Reference Number	F	
E 4	Landscaping Area	F	
E 5	Building Area	F	
E 6	Parcel Size	F	

E 7	Property Value	F	User defined field
E 8	Lot Number	F	
E 9	Tract Number	F	
E 10	Equivalent Dwelling Units (EDU's)	F	
E 11	GPS Longitude	F	
E 12	GPS Latitude	F	
E 13	Service Connection Number	F	
E 14	Service Lateral Size	F	
E 15	Geopolitical Area	F	
E 16	Septic Tank	F	
E 17	Private Well	F	

E 18	Easements	F	
E 19	Street cleaning service schedule (day(s) and frequency)	F	
E 20	The ability to create custom reports based upon any data entity or data relationship.	F	
E 21	The ability to export any data entity or data relationship into client software applications such as MS Word, MS Excel, Access.	F	
E 22	The ability to generate workorders based upon any data entity and data relationship associated with a service.	F	
E 23	The ability to view status of pending workorders created by the Engineering Division but being completed by the field division (e.g. installation of a meter).	F	
E 24	Automatically assign a sequential service connection number (E 13) for each new service (meter) connection.	F	
E 25	Ability to route requests for new service to the work order management system for design and cost estimation. The customer can then be quoted a price for new or upgraded service.	F	
E 26	Allow the entry of new service address information on a partial basis, the system should understand the address is pending activation following successful completion of construction activities.	F	
E 27	Ability to "hold" or prevent initiation of service at an address until it is released by the party placing the hold or override and release.	F	

E 28	Allow for tracking of utility services to temporary sites including, construction sites, plumbing pressure tests, or other similar uses where the installation of a permanent service connection is considered impractical.	F	
E 29	Ability to classify a sewer service by strength (BOD & SS) of sewer discharge from the business. In the event of multiple businesses for a single service (e.g. shopping mall) the ability to track multiple sewer strength classifications per service.	F	
E 30	Ability to maintain past and present sewer strength classifications regardless of account status.	F	
E 31	Integration with a land based system to identify status of the premise with notification of when it becomes available for customer move in for example through the Certificate of Occupancy.	F	

XII. FEE SCHEDULE

The proposal shall state the unit price in US dollars and must be submitted in the format provided in the cost submission section of this RFP. Prices shall include all software license fees, data conversion, training, implementation and set-up, customization, and on-going annual maintenance costs for post-live. Additionally, estimates for travel expenses must be included. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with invoice. Travel time to the and from job site shall be excluded from the agreement. In cases where pricing is dependent on the number of users and / or system use level, please itemize.

Should the need arise for customized enhancements either during the project phase or at a later date, include applicable rates and charges for such services. Provide a payment schedule for all services and components listed in the proposal and identify warranty periods as they apply. The proposal must provide price commitments for a period of 180 days following the proposal due date. Note: vendors submitting incomplete cost and implementation work effort estimates are unlikely to proceed to the software demonstration phase of this procurement.

Redlands Municipal Utilities Department Preliminary Budget Detail

Summary of Costs

Product Descriptions	Qty	Price	Component Price/Total	Total Annual Maintenance
Section I - Hardware				
Application/Database Server-IBM 7028-6E1 Pseries 610	1	\$ 36,344	\$ 36,344	\$ 1,200
Tape Subsystem-IBM 3580-L11 Ultrium Tape Drive	1	\$ 5,411	\$ 5,411	\$ 816
Server Monitor-7316-TF2 Flat Panel Monitor	1	\$ 2,635	\$ 2,635	\$ 252
Power supply -APC Smart-UPS, 3000VA/2250W,	1	\$ 2,984	\$ 2,984	\$ 389
Modems	2	\$ -	N/A	N/A
Integrated Electronic Cash Drawer	TBD	\$ -	N/A	T&M
Validating Cash Receipts Printer	TBD	\$ -	N/A	T&M
OCR "Swipe" Type Reader	TBD	\$ -	N/A	T&M
Other Printers	TBD	\$ -	N/A	TBD
Subtotal - Section I			\$ 47,374	\$ 2,657
Section II - Operating System/Third-Party Software				
Operating System	1	\$ 50	\$ 50	T&M
TUN NET v10 Plus NFS/FTP PC client software	1	\$ 1,625	\$ 1,625	T&M
enQuesta GUI Thin Client	25	\$ 190	\$ 4,750	\$ 1,188
Oracle 9i Embedded Communications Middleware	1	\$ 7,760	\$ 7,760	\$ 1,940
MicroFocus RunTime	3	\$ 1,380	\$ 4,140	\$ 1,035
Hummingbird Exceed X/Motif	5	\$ 545	\$ 2,725	T&M
Oracle 8i/9i Enterprise Edition	50	\$ 800	\$ 40,000	N/A
Subtotal - Section II			\$ 61,050	\$ 4,163
Section III - enQuesta Application Software				
Customer Service & Call Tracking, Billing - Rates Engine, Budget Billing/Installments, AMR/Hand-held Meter Reading Interface, OCR/Bar Code Interface, Custom Bill Print and File, User Note Pad, Cash Receipting, A/R, ACH Funds Transfer, Misc. A/R, Credit and Collections	1	\$ 305,500	\$ 305,500	\$ 71,000
Subtotal - Section III				
Section IV - Systems Support Services, Subcontractor Services, Conversion, Interfaces and Travel & Living Expenses				
Systems support: hardware, networking and third-party	1	\$ 41,600	\$ 41,600	N/A
Systems support: IBM AIX, enQuesta desktop loading	1	\$ 16,000	\$ 16,000	N/A
Systems support: Implementation & integration	1	\$ 400,000	\$ 400,000	N/A
Travel, travel time and living expenses (estimated)	1	\$ 80,000	\$ 80,000	TBD
Conversion	1	\$ 110,000	\$ 110,000	N/A
		\$ -	\$ -	N/A
		\$ -	\$ -	TBD
Additional unique interfaces to be priced based on scope	TBD	\$ -	\$ -	TBD
Subtotal - Section IV			\$ 647,600	\$ -
Section V - Advanced Customer Care, Subcontractor Services & Enterprise Ad Hoc				
Cognos Impromptu Admin module	2	\$ 1,195	\$ 2,390	\$ 598
Cognos Impromptu User module	5	\$ 895	\$ 4,475	\$ 1,119
Systems support: Cognos	1	\$ 28,800	\$ 28,800	N/A
Subtotal - Section V			\$ 35,665	\$ 1,717
Total Budget Detail Summary			\$ 1,097,189	\$ 79,537

**Redlands Municipal Utilities Department
Preliminary Budget Detail**

Section I - Hardware

Product Descriptions	Qty	Price	Component Price Total	Total Annual Maintenance
Web/Application Servers: IBM pSeries 610 Model 7028-6E1 RS/6000 2-Way Symmetric Multi-Processor enterprise server & peripherals Specifications: Rack mount system APC Smart-UPS with battery extension pack 2-way 450MHZ processor POWER3-II chip technology 4GB memory Qty. 6 - 36.4GB SCSI internal disk drives 20/40GB external 8mm tape drive 3580-L11 Ultrium Tape Drive External Mounted 7316-TF2 Flat Panel Color Monitor	1	\$ 36,344 \$ 2,984 \$ 5,411 \$ 2,635	\$ 47,374	\$ 2,657
Database Server: IBM pSeries 660 Model 6H1 RS/6000 6-Way Symmetric Multi-Processor enterprise server & peripherals Specifications: Rack mount system 64 bit 6-way 600MHZ processor RS64 chip technology 6GB memory BEA Qty. 2 - 18.2GB (total 36.4GB) Ultra3 SCSI internal disk drives 20/40GB external 8mm tape drive Base 32X CD ROM for UNIX media 3.5" internal diskette drive Ethernet PC 10/100MB Base-T adapter 128-port async controller w/116-port concentrators PCI SSA RAID and SCSI differential adapters for external devices and redundancy Redundant power supply 7 cooling fans to provide after discussions regarding specification requirements.	1		N/A	N/A
Disk subsystem with Qty. 576 GB of redundant disk space (based upon preliminary estimates of water and wastewater accounts with three years of converted history requirement, test/training area, etc.) with advanced SSA attachment, power cords and power supplies. Note: additional storage may be required depending upon amount of online history, mirroring options, test/training areas, etc. TBD	1		N/A	N/A

**Redlands Municipal Utilities Department
Preliminary Budget Detail**

Section I - Hardware

Product Descriptions	Qty	Price	Component Price Total	Total Annual Maintenance
Tape Back up system with capabilities to do complete database within prescribed time frame. This device will serve as backup/ restore for both servers.	1		N/A	N/A
Server Rack	1		N/A	N/A
Server Monitor	0		N/A	N/A
APC 12KVA uninterruptible power supply w/computerized self-diagnostic monitoring and control package.	1		N/A	N/A
Hayes optima 56K baud modems for online connection to S&S for diagnostics and support purposes. to provide after discussions regarding specification requirements.	2		N/A	N/A
ICD LDC integrated electronic cash drawer for cashiering area. Connects to Ithaca peripherals validating cash receipts printer. Quantities to be verified after user requirements analysis is complete. Limited 90-day warranty w/depot T&M repair thereafter. Sample Pricing \$385	TBD	\$ -	N/A	T&M
Ithaca peripherals 8-20010 department store-type validating cash receipts printer & BNC cable for cashiering area. These printers can either be RS232 connected or Ethernet spooled devices. Quantities to be verified after user requirements analysis is complete. Limited 90-day warranty w/depot T&M repair thereafter. Sample Pricing \$980	TBD	\$ -	N/A	T&M
OCR "swipe" type reader (wand optional), wedge and cable for personal computer connection for cashier counter. Quantities to be verified after user requirements analysis is complete. Limited 90-day warranty w/depot T&M repair thereafter. Sample Pricing \$2,985	TBD	\$ -	N/A	T&M

**Redlands Municipal Utilities Department
Preliminary Budget Detail**

Section I - Hardware

Product Descriptions	Qty	Price	Component Price Total	Total Annual Maintenance
It is assumed that the existing Outsourced Printer would continue to be used for bill printing and other high volume requirements. Additional laser printers may be required for printing work orders, duplicate bills, etc. TBD	TBD		N/A	TBD
Section I - Hardware Total Cost			\$ 47,374	\$ 2,657

**Redlands Municipal Utilities Department
Preliminary Budget Detail**

Section II - Operating Systems/Third-Party Software

35 Total named users

Product Descriptions	Qty	Price	Component Price Total	Total Annual Maintenance
Prepackaged operating system - unlimited user license.	1	\$ 50	\$ 50	T&M
TUN NET V10 Plus NFS/FTP PC client software for LAN/WAN personal computers requiring DOS drive mount to server (banking, hand-held meter reading, telephone meter reading personal computers, etc.). 5-pack Only required if no existing NFS or FTP solution exists.	1	\$ 1,625	\$ 1,625	T&M
Winfast	25	\$ 190	\$ 4,750	\$ 1,188
RLDT	1	\$ 7,760	\$ 7,760	\$ 1,940
Microfocus Runtime (10 packs)	2	\$ 1,380	\$ 2,760	\$ 690
Hummingbird Exceed X/Motif terminal emulation for X-windows support of Oracle 8i/9i or other performance monitoring tools.	5	\$ 545	\$ 2,725	T&M
	50	\$ 800	\$ 40,000	N/A
Section II: Total Operating Systems/Third-Party Software			\$ 59,670	\$ 3,818

**Redlands Municipal Utilities Department
Preliminary Budget Detail**

Section III - enQuesta Application Software Modules

Product Descriptions	Qty	Price	Component Price Total	Total Annual Maintenance
CIS & Utility Billing Suite Customer Service & Call Tracking Water, Wastewater, Refuse Comprehensive Rates & Billing Engine Budget Billing/Installment Arrangements AMR/Hand-held Meter Reading Interface (Itron MVRs) OCR/Bar Code Interface Bill Print User Note Pad Cash Receipting (includes cash teller stations, remittance processing and lock box integration) Accounts Receivable ACH Funds Transfer Miscellaneous Accounts Receivable Credit & Collections History Tracking Automated Work Orders includes: Customer Service Orders Meter Orders Scheduling History Tracking Cross Connections/Backflow Management Meter Management SMS Skelatal G/L Interface	1	\$ 305,500	\$ 305,500	\$ 71,000
Section III: Total enQuesta Application Software Modules			\$ 305,500	\$ 71,000

**Redlands Municipal Utilities Department
Preliminary Budget Detail**

Section IV - Systems Support Services, Conversion, Interfaces and Travel & Living Expenses

Product Descriptions	Qty	Price	Component Price Total	Total Annual Maintenance
Systems support services associated with hardware, networking, and third-party software preparation, setup, installation, shipping and burn-in.	1	\$ 41,600	\$ 41,600	N/A
System support services for operating system & general systems management, enQuesta client desktop loading. Implementation, instruction, and overview of applications, and support of environment during contract period.	1	\$ 16,000	\$ 16,000	N/A
Systems support services: Overall project management Business process analysis Requirements matching/fit analysis Product configuration Product customization Parallel cycle billing/trial balance verification/testing "Go-live" round-the-clock onsite support Post "Go-live" on site support Installation and training of enQuesta applications for all users Train-the-trainer program Post-implementation support	1	\$ 400,000	\$ 400,000	N/A
Estimated travel, travel time & living budget.	1	\$ 80,000	\$ 80,000	TBD
Data mapping, professional services, cross referencing, and electronic conversion of utility accounts. Including 3 years history volume (assumed to be in same format for total number of years converted) and mutually agreed upon relevant files (based upon 52,000 active water and wastewater).				
RMUD would provide current file layouts, field codes, data files, hard copy lists, and a point of contact familiar with all aspects of the utility's data/table and file structures/systems. Files will be provided in ASCII fixed format. The number of files/tables required for conversion, if unusual, may affect the conversion figure shown. Data will be provided on 1/2" 9-track, 4mm, 8mm, Ultrium, or IBM Magstar media.	1	\$ 110,000	\$ 110,000	N/A
Interfaces provided as part of our standard enQuesta implementation in software price in Section III and systems support services above:				
Interfaces included: AMR/hand-held, cashiering, and ACH bank drafting.	INC.	\$ -	\$ -	N/A
Interfaces that may/ will need to be developed for RMUD to be discussed in detail to determine the scope of work prior to developing a final cost:				
Sungard Financials, CASS Certification, Solid Waste Route Management, Development/Engineering, Container Management	TBD	\$ -	\$ -	TBD
Section IV: Total Systems Support Services, Conversion, Interfaces, and Travel and Living Expenses			\$ 647,600	\$ -

**Redlands Municipal Utilities Department
Preliminary Budget Detail**

Section V - Optional Advanced Customer Care, Subcontractor Services & Enterprise Ad Hoc Reporting Systems

5 Concurrent ad hoc query sessions

Product Descriptions	Qty	Price	Component Price Total	Total Annual Maintenance
Cognos Impromptu Admin module. Cognos Impromptu, annual maintenance commences at the date of order (\$598)	2	\$ 1,195	\$ 2,390	\$ 598
Cognos Impromptu User module. Cognos Impromptu, annual maintenance commences at the date of order (\$1,119)	5	\$ 895	\$ 4,475	\$ 1,119
System support services for Cognos query products. Includes assistance setting up the data catalogs, using products and supporting queries during contract period. Includes S&S sending 2 RMUD employees to 1 week of Cognos Impromptu classes: Administration, v5.0 2 days; Report Building, v5.0 1 day. Travel-related expenses to be paid by customer.	1	\$ 28,800	\$ 28,800	N/A
Frank Solutions' PhoneTouch solution, including: PhoneTouch server, tape backup, system project management, systems design and specifications, 24-port solution, Telepath PhoneTouch license, account information module, account status module, S&S integration, systems programming, on site installation & training. Travel expenses extra (TBD). Offers the RMUD the following functionality with respect to account access to enQuesta: account balance, payment information (due date, last payment received, date of receipt), and payment extensions. Maintenance commences 90 day from installation. Hardware portion (\$2,200) commences 15 months from installation.	0	\$ 86,300	\$ -	\$ 8,600
Systems Support Services for PhoneTouch IVR Solution	0	\$ 19,200	\$ -	N/A
Frank Solutions' WebTouch solution, including: WebTouch server, tape backup, system project management, systems design and specifications, 24-port solution, Telepath WebTouch license, account information module, account status module, S&S integration, systems programming, on site installation & training. Travel expenses extra (TBD). Offers the RMUD the following functionality with respect to account access to enQuesta: account balance, payment information (due date, amount due, last payment received, date of receipt), and payment extensions. Maintenance commences 90 days from installation. Hardware portion (\$1,250) commences 15 months from installation.	0	\$ 69,900	\$ -	\$ 4,800
Systems support services from S&S for support, project management and implementation of WebTouch Internet customer service solutions.	0	\$ 38,400	\$ -	N/A

**Redlands Municipal Utilities Department
Preliminary Budget Detail**

Section V - Optional Advanced Customer Care, Subcontractor Services & Enterprise Ad Hoc Reporting Systems

5 Concurrent ad hoc query sessions

Product Descriptions	Qty	Price	Component Price Total	Total Annual Maintenance
<p>Frank Solutions' Telepath Telepay Credit Card processing license/functionality for WebTouch.</p> <p>Offers the RMUD the following functionality with respect to access to enQuesta: customer sign up for electronic bill presentment & payment (name, address, account number, PIN code, email information, ACH information), integration with enQuesta for Ebiller information, email notification to Ebillers, link to enQuesta bill for electronic bill presentment, ACH transactions using enQuesta ACH process and direct link to WebTouch customer service applications.</p> <p>Maintenance commences 90 days from installation.</p>	0	\$ 62,600	\$ -	\$ 3,360
Section V - Optional Advanced Customer Care, Subcontractor Services & Enterprise Ad Hoc Reporting Systems			\$ 35,665	\$ 18,477

**Redlands Municipal Utilities Department
Preliminary Budget Detail**

Notes and Assumptions

1. Key for table. "INC" = included in the pricing given. "OTC" = one time charge for IBM corporation, unless IBM policy changes in the future, in which case current IBM policy would dictate. "N/A" = indicates an annual or extended maintenance plan doesn't exist for the product. "T&M" = indicates the third-party application or product does not carry an annual maintenance fee, but may be upgraded in the future should RMUD want or require the follow-on product. "TBD" = to be determined pricing.

2. IBM Global Financing (IGF) offers an attractive lease option, if desired. 100% total turnkey enQuesta solutions can be leased for over 2, 3, 4, or 5 years. The following IGF stat and local government lease rates (interest percentage and rate per thousand dollars leased) are provided for planning purposes only. A firm quotation from IGF can be developed once best and final contract amounts have been determined.

Component Leased	24 Month Lease Rate	36 Month Lease Rate	48 Month Lease Rate	60 Month Lease Rate
IBM Hardware	6.00% (44.32)	6.50% (30.65)	7.10% (23.99)	7.10% (19.85)
Non-IBM Hardware	N/A	7.95% (31.31)	N/A	8.22% (20.38)
Non-IBM Software	N/A	7.68% (31.19)	N/A	7.96% (20.26)
Non-IBM Services	N/A	7.68% (31.19)	N/A	7.96% (20.96)

3. Hand-held or AMR meter reading uploads/downloads would be performed through a personal computer, via FTP or NFS. Systems support services or interfaces which are performed, which need to be re-done for work performed with non-compliant hardware or software products, will be invoiced under separate contract. It is the responsibility of RMUD to ensure that integrated/interfaced products are compliant and supported by their respective vendors.

4. RMUD will be responsible for providing either TCP/IP Ethernet or RS232 serial access to all sites or user locations, local or remote, where S&S is expected to have users log on from a PC, or print to a networked printer.

5. If other applications are required for lock box or file transfer applications (3780 emulation, kermi, pkzip, etc.), these applications will be provided by S&S under this contract.

Also, RMUD should have an NFS or FTP solution loaded on each PC for which file transfer/access between the RS/6000 and personal computers is required (ODBC querying, hand-held meter reading interface, bank draft interfaces, billing data download to bill print vendor, (depending on configuration), etc.).

6. RMUD will have to assign S&S IP addresses within its range structure for the servers and other required equipment, if any. S&S will require 25 IP addresses to be assigned to it for onsite PC and printer support.

7. At the appropriate juncture, S&S will require that RMUD forward a copy of the current master files and history files, in fixed ascii format, as specified in the budget detail.

8. enQuesta data files would be available for import use by other PC-based or host-based applications, via Cognos or other SQL products or ODBC compliant report writers.

**Redlands Municipal Utilities Department
Preliminary Budget Detail**

Notes and Assumptions

9. At this juncture, bill printing is assumed to be utilize existing printer.

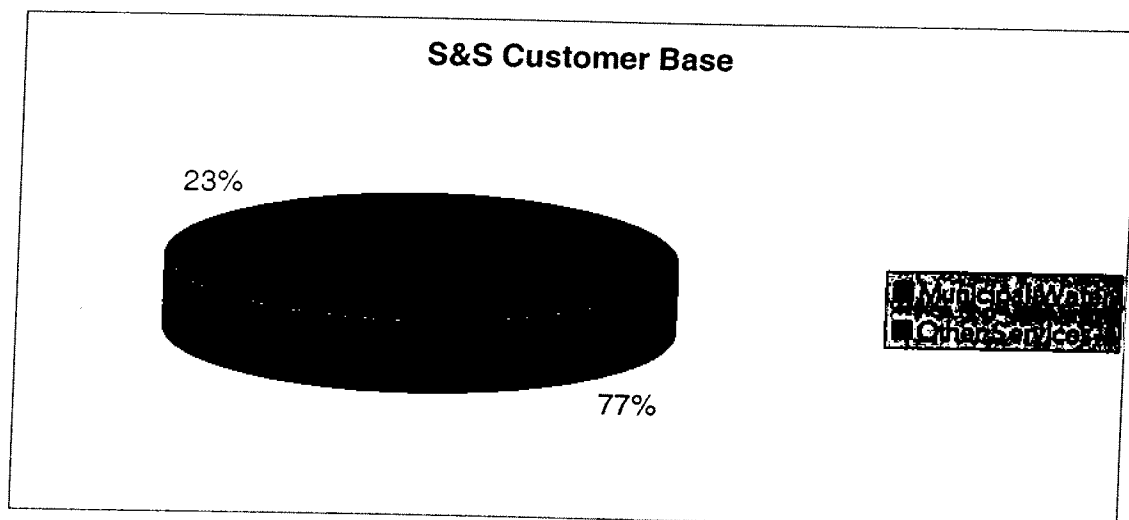
10. RMUD shall provide training space with 8-10 PC desktops, 2 printers, an overhead display, or other pertinent training resources. S&S shall also need work space for its staff while onsite for requirements matching, fit analysis, consulting, training, or installation work.

11. RMUD shall be liable for all applicable sales tax.

XIII. CLIENT REFERENCES

The proposal shall include a list of at least five (5) paying clients of the vendor company, with at least one a municipality in the State of California, who are using the proposed software in a comparable computing and operational environment as the City and are currently fully functional. The list should provide the customer name, contact name(s), telephone number, length of time using the system, installed software applications/modules, number of billed accounts, and types of services billed (e.g. water, wastewater, solid waste, etc.) as well as any other information which would facilitate a comparable evaluation.

We have thirty years of experience serving the water and wastewater industry. No other vendor has more experience or a higher number of successful installations in your size range of municipal water utilities than our company. As we have stated elsewhere, we have a proven track record of success without a single failed installation, cost over-runs, or installation time periods exceeding the agreed upon project timelines. Please review the partial list of installed customers that are quite similar in size and scope to the City.



We have over 100 successful installations. Approximately 28 focus customers are supported on a daily basis by our technical support team under our Annual Software Maintenance & Support Agreement. The majority of these installations are water and wastewater utilities. Our experienced team has recently provided a fixed-cost turnkey solution to the following utilities that are similar in nature to the City. They represent installations that have the same type of services and complexity equal to or greater than the scope of work as detailed in your RFP guidelines. We are proud of our customer partnerships and are pleased to furnish them as references:

Recently Installed Water/ Sewer Customers:

- Montgomery Water Works & Sanitary Sewer Board, AL
- El Paso Water Utilities, TX
- Hillsborough County Water Department, Tampa, FL
- Central Arkansas Water, Little Rock, AR
- City of Minneapolis Water Works, MN
- City of Akron Public Utilities Bureau, OH
- Milwaukee Water Works, WI
- New York Water, NY
- Western Nassau County, NY
- City of Arlington, TX

Current Contracts:

- Augusta Utilities Department, GA
- Montgomery Water Works & Sanitary Sewer Board, AL (upgrade to **enQuesta UtilitySuite, 7.7**)
- City of Akron Public Utilities Bureau, OH (upgrade to 7.7)



El Paso Water Utilities

- Improved the speed with which the utility collected data and billing to one day turn around
- Enabled rapid expansion management through new sites set up

Customer Address	1154 Hawkins Boulevard El Paso, Texas 79925		
Contacts	Ed Archuleta	General Manager	915-594-5501
	Nick Costanzo	Assistant General Manager	915-594-5624
	Harry Steele	Customer Service Manager	915-594-5590
	Shirley Kaiser	Asst. Customer Service Manager	915-594-5588
Installation Date	System Installation - July 1997 CIS Go-Live Date - July 1998		
Type of Service	This utility provides municipal water, wastewater, and refuse services to El Paso and surrounding communities.		
Population Served	599,865		
# of Meters Served	170,000 each: Water, Wastewater & Refuse		
UtilitySuite Version	UtilitySuite MUPS GC (Graphical Client) 6.8 - Informix UniData RDBMS		

APPLICATION SUMMARY

CIS/Customer Service Modules	Customer Information System (CIS) Customer Service Orders, Scheduling & Call Tracking UtilitySuite Billing Modules: Water, Wastewater & Refuse Billing AMR/ Hand-Held Meter Reading Interface No Access OCR/Bar Code Interface Installment Arrangements Budget Billing Accounts Receivable Cash Receipting ACH Funds Transfer Credit & Collections User Note Pad
Work Management Modules	Field Service Orders/Meter Orders
Asset Control Modules	Meter Management Cross Connections/Backflow Management Water Hydrant/Valve/Tap Management
Financial Management System (FMS) Modules	Miscellaneous A/R Financial Systems Interface
Advanced Customer Care	PhoneTouch Interactive Voice Response (IVR)



City of Arlington - Arlington Water Utilities Department

Customer Address	City of Arlington Arlington Water Utilities Department
Contacts	Daphne McCleery Water Customer Services Manager 817-459-6801
Installation Date	October 2001
Type of Service	Arlington Water provides water, sewer, refuse, and storm water services to citizens in the Dallas-Fort Worth metro area.
Population Served	320,000
# of Meters Served	100,000 Water, 90,000 Sewer, 90,000 Refuse
UtilitySuite Version	UtilitySuite MUPS 7.0

APPLICATION SUMMARY

CIS/Customer Service Modules	Customer Information System (CIS) UtilitySuite Billing Modules: Water, Wastewater, & Electric Billing AMR/ Hand-Held Meter Reading Interface OCR/Bar Code Interface Cash Receipting Credit & Collections ACH Funds Transfer User Note Pad
Work Management Modules	Equipment Maintenance & Scheduling Field Service Orders/Meter Orders Job Costing/Project Management
Asset Control Modules	Meter Management Inventory
Financial Management System (FMS) Modules	General Ledger & Budgeting Accounts Payable Miscellaneous A/R
Advanced Customer Care	PhoneTouch Interactive Voice Response MUPS DSS (Decision Support Solution)



City of Minneapolis

Customer Address	250 South 4th Street Minneapolis, MN 55415
Contacts	Ray Morales Finance Utility Billing System 612-673-2472
Installation Date	System Installation - May 1998 CIS Go-Live - August 1999
Type of Service	This municipality provides water, wastewater, refuse, & recycling services to Minneapolis and surrounding communities.
Population Served	368,785
# of Meters Served	103,000 Water, 103,000 Wastewater & 105,000 Refuse/Recycle Accounts
UtilitySuite Version	UtilitySuite MUPS GC (Graphical Client) 6.9

APPLICATION SUMMARY

CIS/Customer Service Modules	Customer Information System (CIS) Customer Service Orders, Scheduling & Call Tracking UtilitySuite Billing Modules: Water, Wastewater, Refuse & Recycle Billing AMR/Hand-Held Meter Reading Interface No Access OCR/Bar Code Interface Installment Arrangements Budget Billing Miscellaneous Automatic Invoicing Cash Receipting ACH Funds Transfer Credit & Collections User Note Pad
Work Management Modules	Field Service Orders/Meter Orders
Asset Control Modules	Meter Management Cross Connections/Backflow Management Water Hydrant/Valve/Tap Management
Financial Management System (FMS) Modules	General Ledger & Budgeting Miscellaneous A/R Financial Systems Interface

New York Water Service Corporation

Customer Address	60 Brooklyn Avenue Merrick, NY 11566		
Contacts	Vince Bohn Theresa Barry	Vice President Customer Accounts/Billing Manager	516-378-3922 516-378-3922
Installation Date	October 1991		
Type of Service	This investor-owned water company provides metered service to clients in Nassau County, New York.		
Population Served	23,042		
# of Meters Served	44,000 Water		
UtilitySuite Version	UtilitySuite MUPS 6.8		
APPLICATION SUMMARY			
CIS/Customer Service Modules	Customer Information System (CIS) UtilitySuite Billing Modules: Water Billing AMR/Hand-Held Meter Reading Interface OCR/Bar Code Interface Cash Receipting User Note Pad		
Work Management Modules	Field Service Orders/Meter Orders		
Asset Control Modules	Meter Management Inventory Cross Connections/Backflow Management Water Hydrant/Valve/Tap Management		
Financial Management System (FMS) Modules	FMS Interface Accounts Payable		



Montgomery Water Works & Sanitary Board

- ✓ Cleaned-up a very messy conversion
- ✓ Installed completed CIS/FMS suite

Customer Address	22 Bibb Street Montgomery, AL 36102-1631
Contacts	Buddy Morgan General Manager 334-206-1607 Charlene Wachs Assistant General Manager 334-206-3421
Installation Date	System Installation - March 1997 CIS Go-Live Date - June 1998
Type of Service	This municipality provides water, wastewater, and refuse services to Montgomery, Alabama and surrounding communities.
Population Served	196,363
# of Meters Served	80,000 each: Water, Wastewater & Refuse
UtilitySuite Version	UtilitySuite MUPS GC (Graphical Client) 7.0 - Informix UniData RDBMS
APPLICATION SUMMARY	
CIS/Customer Service Modules	Customer Information System (CIS) Customer Service Orders, Scheduling & Call Tracking UtilitySuite Billing Modules: Water, Wastewater & Refuse Billing AMR/Hand-Held Meter Reading Interface No Access OCR/Bar Code Interface Installment Arrangements Budget Billing Accounts Receivable Cash Receipting ACH Fund Transfer Credit & Collections User Note Pad
Work Management Modules	Field Service Orders/Meter Orders Job Costing/Project Management A/R Time & Material Billing
Asset Control Modules	Meter Management Inventory Fixed Assets Continuing Property Records Cross Connections/Backflow Management Water Hydrant/Valve/Tap Management
Financial Management System (FMS) Modules	General Ledger & Budgeting Purchase Order Requisitions Purchase Orders Accounts Payable Miscellaneous A/R Payroll & Personnel
Advanced Customer Care	PhoneTouch Interactive Voice Response (IVR)

XIV. SAMPLE DOCUMENTS

To establish a complete and competitive proposal, vendors must include sample copies of the following documents:

1. Sample software licensing agreement
 2. Sample implementation services agreement
 3. Sample standard reports
-



401 Water Tower Circle
Colchester, VT 05446-1928
Telephone: 802-655-4400
Fax: 802-655-4401

ANNUAL SOFTWARE MAINTENANCE & SUPPORT CONTRACT

Systems & Software, Inc. (hereafter referred to as S&S) as the "Author" agrees to grant to the End User Licensee (hereafter named and referred to as the "Customer") and the Customer agrees to accept, on the following terms and conditions, the Author's contract for maintenance, approved enhancements, custom programming (quotes) and support services, with reference to the licensed application software programs (hereafter referred to as "Licensed Software") installed at the Customer's site and covered herein from _____ to _____ as the inclusive maintenance period of this contract. Furthermore, if there is not any Licensed Software involved, the customer agrees that this contract is for support services as covered herein.

Customer No: _____	Customer Name: _____
Installation Site: _____	Address: _____
Contact: _____	Address: _____
Telephone: _____	City / State / Zip: _____

Quantity	Licensed Software Description	Maintenance Fee	Extension
TOTAL MAINTENANCE FEE			

The Customer agrees that the annual maintenance fee includes maintenance and/or approved enhancements for the term specified and, furthermore, agrees to all the terms and conditions stated on the reverse side hereof as to maintenance, approved enhancements, custom programming (quotes), support services and the utilization of the Software Request Form for any and all installation requests.

Your signature below warrants you have accepted the referenced rates as presented herein under the terms of this document as well as well as agreeing that the dates above cover your warranty period. Thereafter, an Annual Software Maintenance & Support Contract is required for the continued support of your installation.

THE PARTIES HAVE READ THIS AGREEMENT, INCLUDING THE REVERSE SIDE HEREOF, AND AGREE TO BE BOUND BY ALL ITS TERMS AND CONDITIONS AND FURTHER AGREE THAT IT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THEM WHICH SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THEM RELATING TO THE LICENSE AND USE OF THE LICENSED SOFTWARE, REGARDLESS OF THE SOURCE OF PURCHASE, I.E., DEALERS, MARKETING AGENTS, ETC. THIS AGREEMENT MAY BE MODIFIED OR AMENDED ONLY BY A WRITTEN INSTRUMENT SIGNED BY DULY AUTHORIZED REPRESENTATIVES OF BOTH S&S AND THE CUSTOMER, DEALER MARKETING AGENTS NOT WITHSTANDING.

Accepted by: SYSTEMS & SOFTWARE, INC.

CUSTOMER

SIGNATURE _____

SIGNATURE _____

.le _____

Title _____

Date _____

Date _____

1. DEFINITIONS:

- A. "Installation" will collectively mean all the terminology listed below with reference to installing the Customer's information system and includes the *UtilitySuite* applications.
- B. "Licensed Software" will collectively mean the Licensed Application Object Software Programs and/or modules written by the Author and which are provided for in this Agreement. Also, it is extended to include any additional *UtilitySuite* application System Licensed Software modules purchased at a later date that are integrated with and become part of the information systems software suite. The Licensed Software does not include the Source Code.
- "Licensed Materials" will mean any Materials, whether they are considered operating instructions and/or documentation related to the Licensed Software, provided for use in connection therewith.
- "Warranty Period" will mean the Author's commitment to provide "Maintenance" or "Approved Enhancements" as set forth in either the Customer's initial contract, or Attachment A (an annual addendum to the support contract), to the Customer and the Customer's Licensed Software for one year from the date of contract execution. Thereafter, the Warranty Period is extended and invoiced in annual increments (see N below), pro-rated to reflect a coverage period of 1/1 through 12/31 of a given year. In any case, all additional Licensed Software modules are considered to have the same Warranty Period and anniversary date, unless otherwise stated, as that of the Licensed Software originally purchased when it comes time for the annual renewal. Furthermore, "Custom Programming" and "Support Services" are excluded from the term "Warranty Period" unless expressly stated (see H and I below).
- E. "Designated Operating System Software" will mean the version of the Operating System Software level delivered at the time of the sale and utilized to work in conjunction with the "Hardware" and "Licensed Software."
- F. "Value Added Software" will mean software application not created by the Author that generally work on the same "Hardware" system as the "Licensed Software" and provide software value to the Customer in addition to the *UtilitySuite* System Licensed Software. Value Added Software may be an integral part of the information systems software suite solution, or may be a separate, isolated application. The Author, at its discretion, can provide guidance and limited support to the Value Added Software, but the Customer has final responsibility for the selection and installation of such software in conjunction with the Value Added Software's vendor to the extent that the Author is also a licensed user of said products, cannot alter the source code or take ownership for the function of said products, and cannot control the direction of value added product Authors.
- G. "Product Services Agreement (PSAs)" or equivalent documents will mean software support contracts with the manufacturer's/vendor's operating systems and/or Value Added Software that is independent of the Support Services provided by the Author relative to its Licensed Software and/or Custom Programming. The Customer's selection of any manufacturer's/vendor's PSA does not exclude it from paying the Author for Support Services rendered if the Customer elects to contact the Author for any reason in this regard.
- H. "Maintenance" will mean the correction of errors and/or malfunctions in the Licensed Software if the information systems software suite is not functioning as was designed or intended. The software suite not functioning as a Customer wants is agreed to be an entirely different issue than the suite not functioning as designed or intended by the Author and, as such, requests for changes in functionality are considered as "Maintenance." The Author reserves the right to include or exclude requested functions based on Customer demand and the overall functional intention for the *UtilitySuite* system. Relative to time, anything considered to be Maintenance, whether it be programming and/or the telephone support time thereof, is covered by fixed price contracts during the Warranty Period and falls under the Annual Software Maintenance & Support Contract thereafter, per the guidelines set forth in Attachment A. If the Customer elects to cease Maintenance support on particular lines items or modules within the Annual Software Maintenance & Support Contract, then to reinstate the application the Customer must pay for all the prior annual Maintenance fees that were not paid, including the current year, before the latest level of the Licensed Software is delivered. In any case, Maintenance requests should be submitted to the Author via the Software Request Form by checking the Maintenance Box.
- I. "Approved Enhancements" Will mean modifications, upgrades and improvements related to the Licensed Software, which is at the discretion of the Author, including selected regulatory changes. If accepted as an approved enhancement under the Software Maintenance & Support Contract, i.e., it is to be an enhancement to the Licensed Software delivered to all Customers, then it will not be chargeable separate from the contract, and the timed delivery of said enhancement will be at the discretion of the Author. Other modifications, upgrades and improvements requested by one or more Customers that cannot be justified by the Author as being a part of the Annual Software Maintenance & Support Contract (although given the generalization that these changes would enhance the *UtilitySuite* system) will be given consideration as a Custom Programming request and, as appropriate, will be quoted to each Customer. Depending upon the nature of the custom changes, the Author reserves the right to make these changes a part of its Licensed Software. In any case, enhancement requests, whether they be Approved Enhancements or Custom Programming quotes, should be submitted to the Author via the Software Request Form and the Author will advise the Customer as to the status of the request, i.e., approved as an enhancement for timed delivery with the next release, approved as an enhancement for more immediate release, or disapproved as an enhancement and quoted as a Custom Programming job.
- J. "Custom Programming" will mean modifications, upgrades and improvements related to the Licensed Software which are not considered "Maintenance" or "Approved Enhancements" for the reasons stated above. Custom Programming is chargeable and will be treated as a fixed price quote at the Author's discretion. In any case, Custom Programming requests should be submitted to the Author via the Software Request Form by checking the Custom Programming Box.
- K. "Support Services" will mean the installation services the Author provides, which includes, but is not limited to, systems consulting, system analysis, systems/forms design, systems preparation, systems programming (not included in the aforementioned "as is" Licensed Software), systems conversion, installation and training, travel time and related material expenses (rooms, meals, mileage, tolls, etc.) and telephone support. Support Services are billable as incurred on a Time and Material basis (unless otherwise stated, as in the case of a fixed price contract for defined work) and results from any necessary, required or requested Customer support in implementing a *UtilitySuite* solution, or in supporting the Customer in ensuing years. For billing purposes, the Support Services will be generally described as above, though Support Services codes and descriptions may be revised at any time without notice. The Author will code all T&M-performed work by time and day, and will provide limited descriptions of the work performed; the Author is not obligated to provide detailed descriptions on a Customer by Customer basis. Support Services hourly billing rates may be revised at any time without notice and will for this contract period be invoiced at the rate per hour reflected in Attachment A, in quarter hour increments. The Author reserves the right to prescribe fixed price contracts for defined work.
- L. "Time" will mean any hours spent (rounded to the nearest quarter hour) for Maintenance, enhancements, Customer programming and Support Services. During the Warranty Period, "Maintenance" and "Approved Enhancements" are not chargeable. "Custom Programming" and "Support Services," whether performed on a fixed price basis or at Time and Material basis are chargeable. At the Author's discretion, the Customer might be required to prepay anticipated time charges. If refused, the Author reserves the right to cancel the installation of the Licensed Software as charges. If refused, the Author reserves the right to cancel the installation of the Licensed Software as charges. If refused, the Author reserves the right to cancel the installation of the Licensed Software as charges. If refused, the Author reserves the right to cancel the installation of the Licensed Software as charges. If so, the software license fee is forfeited by the Customer. In any case, all time is considered of value and therefore chargeable, i.e. at the Author's office, on the telephone, traveling, and on site at the designated Customer's location.
- M. "Material" will mean any and all expenses incurred as to the installation of the Licensed Software including Maintenance, Approved Enhancements, Custom Programming, and Support Services. It covers such things as media expenses, expense vouchers, travel expenses, mileage, gas and oil, tolls, transportation tickets, lodging (rooms and meals), telephone bills, shopping charges, postage, applicable taxes, instruction manuals, documentation updates and so on. At the Author's discretion, the Customer might be required to prepay anticipated Material expenses. If refused, the Author reserves the right to cancel the installation of the Licensed Software as well as Maintenance, Approved Enhancements, Custom Programming and Support Services to include any and all responsibility to the Customer. If so, the software license fee is forfeited by the Customer. All Material expenses incurred for the installation are chargeable.
- N. "Annual Software Maintenance & Support Contract" will mean the Author's contract providing for Maintenance, Approved Enhancements, Custom Programming (quotes), and telephone Support Services (in accordance with Attachment A) to the Customer after the initial Warranty Period expires. It is renewable on an annual basis and is a required provision of the relationship between the Author and the Customer. The Author reserves the right to prorate the charges from the anniversary date after the first year to the next calendar year end so as to facilitate annual, one-time billing cycles thereafter.
- O. "Software License & Support Agreement" will mean this document, and during the Warranty Period it functions as the Software Maintenance & Support Contract, as defined in this document.

2. **TERMS:** This Agreement is effective from the date of the contract as shown on the front of this Agreement and will remain in force until terminated by the Customer upon one month's prior written notice, or by the Author if the Customer fails to comply with any of the terms and conditions of this Agreement. Furthermore, the Customer agrees that the terms as to payment of invoices are net 10 days. For other than current invoices, the Author reserves the right to apply finance charges to the Customer's past due balances, if applicable.
3. **LICENSE:** The License granted under this Agreement authorizes the Customer to use the Licensed Software. This Agreement, and any of the Licenses, software or materials to which it applies, may not be assigned, sub-licensed, or otherwise transferred by the Customer without written consent from the Author. No right to print or copy, in whole or part, the Licensed Software is granted, except as herein after expressly provided, such as in the case of source code in escrow for the Customer's protection.
4. **PERMISSION TO COPY LICENSED SOFTWARE:** Any Licensed Software which is provided by the Author may be copied, in whole or in part, in sufficient numbers for use by the Customer to provide backup copies. The Customer agrees to maintain appropriate records of the number and location of all copies and is liable for any abuse or misuse caused by failure to protect such copies.
5. **PROTECTION AND SECURITY:** The Customer agrees not to provide, or otherwise make available, any Licensed Software or documentation pertaining to such Licensed Software in any form, except for purposes specifically related to the Customer's use of the Licensed Software, without prior written consent from the Author. The Customer agrees to keep confidential and to utilize its best efforts to prevent and protect the Licensed Software from unauthorized disclosure or use by its agents or employees. The Customer further agrees to use the Licensed Software only as provided herein and will not provide or otherwise make available any such Licensed Software in any form to any third party without the prior written consent of the Author. This includes installation support and/or management with regards to other Customers and/or user's groups. Any violation will warrant the Customer's desire to seek support elsewhere. The Licensed Software constitutes trade secrets and the Customer expressly acknowledges the Licensed Software is confidential and proprietary property of the Author. The Customer will at all times include the Author's copyright and confidential property notices on any and all copies of the Licensed Software or any portion thereof. The Customer acknowledges that the Licensed Software, the Licensed Materials, assistance, know how, and all other information furnished by the Author hereunder are confidential and proprietary to the Author, and will be treated as such by the Customer, even after termination of this Agreement. The Customer will not disclose the Licensed Software or the Licensed Materials, or any part thereof, to anyone for any purpose other than provided for in this Agreement. The Customer will implement sufficient security measures to protect the Author's proprietary interest in the Licensed Software and the Licensed Materials, and will not allow the use, copying or modification thereof other than in accordance with this Agreement or the written instructions from the Author. All data processed by Licensed Software will be the property of the Customer.
6. **DISCONTINUANCE:** Within 30 days after the date of discontinuance or termination of any license under this Agreement, the Customer will provide the Author with a certificate certifying that all Licensed Software, including the original and all copies made thereof, in whole or in part, in any form, received from the Author or made in connection with the license herein granted, have been destroyed. Upon authorization, a copy may be retained by the Customer for archival purposes.
7. **DISCLAIMERS:** The Author makes not warranties with respect to the Licensed Software. The Author hereby disclaims all warranties, express or implied, and specifically disclaims any IMPLIED WARRANTY FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY OF MERCHANTABILITY. No expressed warranties are offered or extended to the Customer. The Author and/or its marketing agent(s) sells the Licensed Software to the Customer "as is," and no dealer or other entity is authorized to make any representations of warranty coverage as to any of the Author's products. In no event will there be any liability of any kind for special, incidental or consequential damages. Furthermore, the Author reserves the right to bill for Support Services not related to the Licensed Software, albeit related to hardware, operating system, Value Added Software, et al., wherein the Author and the Customer realize that information systems solutions have inherent initial and ongoing support requirements, not all of which can be clearly defined or forecasted. It is understood that the Customer has ownership for correct operating and backup procedures and will not act in a manner which causes, intentionally or unintentionally, an undue burden on the system(s) to the extent the Customer attempts to modify, compile, sort, change, or disrupt the design and concept of the Licensed Software and/or files. It is understood that the Customer's personnel and operators have accounting, bookkeeping, basic organizational skills, and knowledge of their business pursuant to implementing, operating and controlling an information systems suite of applications.
8. **GENERAL:** If any of the provisions, or portions thereof, of this Agreement are invalid under any applicable statute or rule of law, the part to that extent to be deemed omitted. This is the complete and exclusive statement of the Agreement between the parties for the year governing the Annual Software Maintenance & Support Contract, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of the Agreement, except in cases where portions of the original information systems contract provide contract language for extenuating circumstances. This Agreement will be governed by the laws of the State of Vermont.

SYSTEMS SUPPORT SERVICES

- ☐ CONSULTING
- ☐ ANALYSIS
- ☐ SYSTEMS / FORMS DESIGN
- ☐ PREPARATION
- ☐ PROGRAMMING
- ☐ CONVERSION
- ☐ INSTALLATION / TRAINING
- ☐ OTHER COMPUTER SUPPORT SERVICES
- ☐ COMPUTER HARDWARE & SUPPLY SALES



**Systems
& Software**
401 Water Tower Circle
Colchester, VT 05446-1928
Telephone: 802-655-4400
Fax: 802-655-4401

AUTHOR'S USE ONLY

Job #									Remarks

SOFTWARE REQUEST FORM

Systems & Software, Inc. (hereafter referred to as S&S) as the "Author" agrees to grant to the End User Licensee (hereafter named and referred to as the Customer) and the Customer agrees to accept, on the following terms and conditions, the Author's requirements for the Customer to submit all enhancements (approved or otherwise), and Custom Programming (quotations to be provided), to the Author on this form by checking the appropriate box below.

Would you characterize this request as:

- ☐ An **ENHANCEMENT** (you would like to see this feature in a new release of the *UtilitySuite* applications.
- ☐ A **PRODUCT DEFECT** (you believe this issue needs solving in the current *UtilitySuite* applications.
- ☐ **CUSTOM PROGRAMMING** (you would like a quotation for this feature and do not desire to wait for this feature to be included in the next *UtilitySuite* applications release, even if it would be accepted for "general" release.

It is presumed that by filling out this form, the Customer has already ascertained that the request topic is not one which should be submitted as a work order request through the help desk, nor a topic that has existing contractual ramifications. It is also assumed that this is a new request which has not been documented under previous correspondence. If at the time of the receipt of this form the Author can not determine the nature of the request (i.e., enhancement versus product defect or custom programming) the Author may need to notify the Customer for clarification.

Please provide the following information:

Customer No: _____	Customer Name: _____
Request Made By: _____	Address: _____
Telephone: _____	Address: _____
Fax: _____	City/State/Zip: _____
Ext: _____	
E-Mail: _____	

Date Requested: _____	Program Name: _____
Contact Individual: _____	Menu Name: _____
UtilitySuite Application: _____	Option: _____
	Cursor Location: _____

Systems Product Defect, Enhancement, or Custom Programming Request: _____

SYSTEMS & SOFTWARE USE ONLY

OTHER INFORMATION ATTACHED? ☐ YES ☐ NO

Reviewed: _____	Anticipated Solution Date: _____	Solution Date: _____
red By: _____	Remarks: _____	

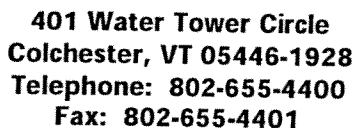
- ☐ ENHANCEMENT ☐ PRODUCT DEFECT ☐ CUSTOM PROGRAMMING

1. DEFINITIONS:

- A. "Installation"** will collectively mean all the terminology listed below with reference to installing the Customer's information system and includes the *UtilitySuite* applications.
- B. "Licensed Software"** will collectively mean the *Licensed Application Object Software Programs* and/or modules written by the Author and which are provided for in this Agreement. Also, it is extended to include any additional *UtilitySuite* application System Licensed Software modules purchased at a later date that are integrated with and become part of the information systems software suite. The Licensed Software does not include the Source Code.
- C. "Licensed Materials"** will mean any Materials, whether they are considered operating instructions and/or documentation related to the Licensed Software, provided for use in connection therewith.
- D. "Warranty Period"** will mean the Author's commitment to provide "Maintenance" or "Approved Enhancements" as set forth in either the Customer's initial contract, or Attachment A (an annual addendum to the support contract), to the Customer and the Customer's Licensed Software for one year from the date of contract execution. Thereafter, the Warranty Period is extended and invoiced in annual increments (see N below), pro-rated to reflect a coverage period of 1/1 through 12/31 of a given year. In any case, all additional Licensed Software modules are considered to have the same Warranty Period and anniversary date, unless otherwise stated, as that of the Licensed Software originally purchased when it comes time for the annual renewal. Furthermore, "Custom Programming" and "Support Services" are excluded from the term "Warranty Period" unless expressly stated (see H and I below).
- E. "Designated Operating System Software"** will mean the version of the Operating System Software level delivered at the time of the sale and utilized to work in conjunction with the "Hardware" and "Licensed Software."
- F. "Value Added Software"** will mean software application not created by the Author that generally work on the same "Hardware" system as the "Licensed Software" and provide software value to the Customer in addition to the *UtilitySuite* System Licensed Software. Value Added Software may be an integral part of the information systems software suite solution, or may be a separate, isolated application. The Author, at its discretion, can provide guidance and limited support to the Value Added Software, but the Customer has final responsibility for the selection and installation of such software in conjunction with the Value Added Software's vendor to the extent that the Author is also a licensed user of said products, cannot alter the source code or take ownership for the function of said products, and cannot control the direction of value added product Authors.
- G. "Product Services Agreement (PSA)"** or equivalent documents will mean software support contracts with the manufacturer's/vendor's operating systems and/or its Licensed Software and/or Custom Programming. The Customer's selection of any manufacturer's/vendor's PSA does not exclude it from paying the Author for Support Services rendered if the Customer elects to contact the Author for any reason in this regard.
- H. "Maintenance"** will mean the correction of errors and/or malfunctions in the Licensed Software if the information systems software suite is not functioning as was designed or intended. The software suite not functioning as a Customer wants is agreed to be an entirely different issue than the suite not functioning as designed or intended by the Author and, as such, requests for changes in functionality are considered as "Maintenance." The Author reserves the right to include or exclude requested functions based on Customer demand and the overall functional intention for the *UtilitySuite* system. Relative to time, anything considered to be Maintenance, whether it be programming and/or the telephone support time thereof, is covered by fixed price contracts during the Warranty Period and falls under the Annual Software Maintenance & Support Contract thereafter, per the guidelines set forth in Attachment A. If the Customer elects to cease Maintenance support on particular lines items or modules within the Annual Software Maintenance & Support Contract, then to reinstate the application the Customer must pay for all the prior annual Maintenance fees that were not paid, including the current year, before the latest level of the Licensed Software is delivered. In any case, Maintenance requests should be submitted to the Author via the Software Request Form by checking the Maintenance Box.
- I. "Approved Enhancements"** will mean modifications, upgrades and improvements related to the Licensed Software, which is at the discretion of the Author, including selected regulatory changes. If accepted as an approved enhancement under the Software Maintenance & Support Contract, i.e., it is to be an enhancement to the Licensed Software delivered to all Customers, then it will not be chargeable separate from the contract, and the timed delivery of said enhancement will be at the discretion of the Author. Other modifications, upgrades and improvements requested by one or more Customers that cannot be justified by the Author as being a part of the Annual Software Maintenance & Support Contract (although given the generalization that these changes would enhance the *UtilitySuite* system) will be given consideration as a Custom Programming request and, as appropriate, will be quoted to each Customer. Depending upon the nature of the custom changes, the Author reserves the right to make these changes a part of its Licensed Software. In any case, enhancement requests, whether they be Approved Enhancements or Custom Programming quotes, should be submitted to the Author via the Software Request Form and the Author will advise the Customer as to the status of the request, i.e., approved as an enhancement for timed delivery with the next release, approved as an enhancement for more immediate release, or disapproved as an enhancement and quoted as a Custom Programming job.
- J. "Custom Programming"** will mean modifications, upgrades and improvements related to the Licensed Software which are not considered "Maintenance" or "Approved Enhancements" for the reasons stated above. Custom Programming is chargeable and will be treated as a fixed price quote at the Author's discretion. In any case, Custom Programming requests should be submitted to the Author via the Software Request Form by checking the Custom Programming Box.
- K. "Support Services"** will mean the installation services the Author provides, which includes, but is not limited to, systems consulting, system analysis, systems/form design, systems preparation, systems programming (not included in the aforementioned "as is" Licensed Software), systems conversion, installation and training, travel time and related material expenses (rooms, meals, mileage, tolls, etc.) and telephone support. Support Services are billable as incurred on a Time and Material basis (unless otherwise stated, as in the case of a fixed price contract for defined work) and results from any necessary, required or requested Customer support in implementing a *UtilitySuite* solution, or any supporting the Customer in ensuing years. For billing purposes, the Support Services will be generally described as above, though Support Services codes and descriptions may be revised at any time without notice. The Author will code all T&M-performed work by time and day, and will provide limited descriptions of work performed; the Author is not obligated to provide detailed descriptions on a Customer by Customer basis. Support Services hourly billing rates may be revised at any time without notice and will for this contract period be invoiced at the rate per hour reflected in Attachment A, in quarter hour increments. The Author reserves the right to prescribe fixed price contracts for defined work.
- L. "Time"** will mean any hours spent (rounded to the nearest quarter hour) for Maintenance, enhancements, Customer programming and Support Services. During the Warranty Period, "Maintenance" and "Approved Enhancements" are not chargeable. "Custom Programming" and "Support Services," whether performed on a fixed price basis or at Time and Material basis are chargeable. At the Author's discretion, the Customer might be required to prepay anticipated time charges. If refused, the Author reserves the right to cancel the installation of the Licensed Software as well as Maintenance, Approved Enhancements, Custom Programming and Support Services to include any and all responsibility to the Customer. If so, the software license fee is forfeited by the Customer. In any case, all time is considered of value and therefore chargeable, i.e., at the Author's office, on the telephone, traveling, and on site at the designated Customer's location.
- M. "Material"** will mean any and all expenses incurred as to the installation of the Licensed Software including Maintenance, Approved Enhancements, Custom Programming, and Support Services. It covers such things as media expenses, expense vouchers, travel expenses, mileage, gas and oil, tolls, transportation tickets, lodging (rooms and meals), telephone bills, shopping charges, postage, applicable taxes, instruction manuals, documentation updates and so on. At the Author's discretion, the Customer might be required to prepay anticipated Material expenses. If refused, the Author reserves the right to cancel the installation of the Licensed Software as well as Maintenance, Approved Enhancements, Custom Programming and Support Services to include any and all responsibility to the Customer. If so, the software license fee is forfeited by the Customer. All Material expenses incurred for the installation are chargeable.
- N. "Annual Software Maintenance & Support Contract"** will mean the Author's contract providing for Maintenance, Approved Enhancements, Custom Programming (quotes), and telephone Support Services (in accordance with Attachment A) to the Customer after the initial Warranty Period expires. It is renewable on an annual basis and is a required provision of the relationship between the Author and the Customer. The Author reserves the right to prorate the charges from the anniversary date after the first year to the next calendar year end so as to facilitate annual, one-time billing cycles thereafter.
- O. "Software License & Support Agreement"** will mean this document, and during the Warranty Period it functions as the Software Maintenance & Support Contract, as defined in this document.

- 2. TERMS:** This Agreement is effective from the date of the contract as shown on the front of this Agreement and will remain in force until terminated by the Customer upon one month's prior written notice, or by the Author if the Customer fails to comply with any of the terms and conditions of his Agreement. Furthermore, the Customer agrees that the terms as to payment of invoices are net 10 days. For other than current invoices, the Author reserves the right to apply finance charges to the Customer's past due balances, if applicable.
- 3. LICENSE:** The License granted under this Agreement authorizes the Customer to use the Licensed Software. This Agreement, and any of the Licenses, software or materials to which it applies, may not be assigned, sub-licensed, or otherwise transferred by the Customer without written consent from the Author. No right to print or copy, in whole or part, the Licensed Software is granted, except as herein after expressly provided, such as in the case of source code in escrow for the Customer's protection.
- 4. PERMISSION TO COPY LICENSED SOFTWARE:** Any Licensed Software which is provided by the Author may be copied, in whole or in part, in sufficient numbers for use by the Customer to provide backup copies. The Customer agrees to maintain appropriate records of the number and location of all copies and is liable for any abuse or misuse caused by failure to protect such copies.
- 5. PROTECTION AND SECURITY:** The Customer agrees not to provide, or otherwise make available, any Licensed Software or documentation pertaining to such Licensed Software in any form, except for purposes specifically related to the Customer's use of the Licensed Software, without prior written consent from the Author. The Customer agrees to keep confidential and to utilize its best efforts to prevent and protect the Licensed Software from unauthorized disclosure or use by its agents or employees. The Customer further agrees to use the Licensed Software only as provided herein and will not provide or otherwise make available any such Licensed Software in any form to any third party without the prior written consent of the Author. This includes Installation support and/or management with regards to other Customers and/or user's groups. Any violation will warrant the Customer's desire to seek support elsewhere. The Licensed Software constitutes trade secrets and the Customer expressly acknowledges the Licensed Software is confidential and proprietary property of the Author. The Customer will at all times include the Author's copyright and confidential property notices on any and all copies of the Licensed Software or any portion thereof. The Customer acknowledges that the Licensed Software, the Licensed Materials, assistance, know how, and all other information furnished by the Author hereunder are confidential and proprietary to the Author, and will be treated as such by the Customer, even after termination of this Agreement. The Customer will not disclose the Licensed Software or the Licensed Materials, or any part thereof, to anyone for any purpose other than provided for in this Agreement. The Customer will implement sufficient security measures to protect the Author's proprietary interest in the Licensed Software and the Licensed Materials, and will not allow the use, copying or modification thereof other than in accordance with this Agreement or the written instructions from the Author. All data processed by Licensed Software will be the property of the Customer.
- 6. DISCONTINUANCE:** Within 30 days after the date of discontinuance or termination of any license under this Agreement, the Customer will provide the Author with a certificate certifying that all Licensed Software, including the original and all copies made thereof, in whole or in part, in any form, received from the Author or made in connection with the license herein granted, have been destroyed. Upon authorization, a copy may be retained by the Customer for archival purposes.
- 7. DISCLAIMERS:** The Author makes no warranties with respect to the Licensed Software. The Author hereby disclaims all warranties, express or implied, and specifically disclaims any IMPLIED WARRANTY FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY OF MERCHANTABILITY. No expressed warranties are offered or extended to the Customer. The Author and/or its marketing agent(s) sells the Licensed Software to the Customer "as is," and no dealer or other entity is authorized to make any representations of warranty coverage as to any of the Author's products. In no event will there be any liability of any kind for special, incidental or consequential damages. Furthermore, the Author reserves the right to bill for Support Services not related to the Licensed Software, albeit related to hardware, operating system, Value Added Software, et al., wherein the Author and the Customer realize that information systems solutions have inherent initial and ongoing support requirements, not all of which can be clearly defined or forecasted. It is understood that the Customer has ownership for correct operating and backup procedures and will not act in a manner which causes, intentionally or unintentionally, an undue burden on the system(s) to the extent the Customer attempts to modify, compile, sort, change, or disrupt the design and concept of the Licensed Software and/or files. It is understood that the Customer's personnel and operators have accounting, bookkeeping, basic organizational skills, and knowledge of their business pursuant to implementing, operating and controlling an information systems suite of applications.
- 8. GENERAL:** If any of the provisions, or portions thereof, of this Agreement are invalid under any applicable statute or rule of law, the year to that extent to be deemed omitted. This is the complete and exclusive statement of the Agreement between the parties for the year governing the Annual Software Maintenance & Support Contract, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of the Agreement, except in cases where portions of the original information systems contract provide contract language for extenuating circumstances. This Agreement will be governed by the laws of the State of Vermont.

- **CONSULTING**
- **ANALYSIS**
- **SYSTEMS / FORMS DESIGN**
- **PREPARATION**
- **PROGRAMMING**
- **CONVERSION**
- **INSTALLATION / TRAINING**
- **OTHER COMPUTER SUPPORT SERVICES**
- **COMPUTER HARDWARE & SUPPLY SALES**



Job #						Remarks
-------	--	--	--	--	--	---------

Systems & Software, Inc. (hereafter referred to as S&S) as the "Author" agrees to grant to the End User Licensee (hereafter named and referred to as the Customer) and the Customer agrees to accept, on the following terms and conditions, the Author's requirements for the Customer to sign this Quotation, as described herein below, allowing the Author to proceed as to Custom Programming and/or Support Services (See the appropriate boxes checked below) as requested by the Customer. If the Customer already has the Author's "Licensed Software" and/or "Designated Computer System (Hardware)" installed, then each quotation is to be considered under the terms and conditions of the Software License & Support Agreement and/or the Software Maintenance and Support Contract. If not, then this Agreement is to be for Support Services only, as described herein, and, therefore, the "Definitions", as described on the reverse side here-of, are to only be interpreted as they apply to "Support Services."

Customer No: _____
Installation Site: _____
Contact: _____
Telephone: _____

Customer Name: _____
Address: _____
Address: _____
City / State / Zip: _____

☐ **CUSTOM PROGRAMMING**

SUPPORT SERVICES

[illegible]**QUOTATION AMOUNT**

Your signature below warrants you have accepted this Quotation as a Contract to proceed as described above. Furthermore, you agree that the date that follows _____ is the date of order.

THE PARTIES HAVE READ THIS CONTRACT, INCLUDING THE REVERSE SIDE HEREOF, AND AGREE TO BE BOUND BY ALL ITS TERMS AND CONDITIONS AND FURTHER AGREE THAT IT CONSTITUTES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THEM WHICH SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THEM RELATING TO THE MAINTENANCE AND SUPPORT OF THE LICENSED SOFTWARE, REGARDLESS OF THE SOURCE OF PURCHASE I.E., DEALERS, MARKETING AGENTS, ETC. THIS CONTRACT MAY BE MODIFIED OR AMENDED ONLY BY WRITTEN INSTRUMENT SIGNED BY DULY AUTHORIZED REPRESENTATIVES OF BOTH S&S AND THE CUSTOMER, DEALER MAKERTING AGENTS NOTWITHSTANDING.

Accepted by: SYSTEMS & SOFTWARE, INC.

CUSTOMER

SIGNATURE _____

SIGNATURE _____

Title	Author	Year	Journal	Volume	Issue	Page
1. The Effect of the 1997 Asian Financial Crisis on the Performance of the Korean Stock Market	Kim, J. H.	1998	Journal of International Money and Finance	17	4	511-524
2. The Effect of the 1997 Asian Financial Crisis on the Performance of the Japanese Stock Market	Kim, J. H.	1998	Journal of International Money and Finance	17	4	525-538
3. The Effect of the 1997 Asian Financial Crisis on the Performance of the Hong Kong Stock Market	Kim, J. H.	1998	Journal of International Money and Finance	17	4	539-552
4. The Effect of the 1997 Asian Financial Crisis on the Performance of the Singapore Stock Market	Kim, J. H.	1998	Journal of International Money and Finance	17	4	553-566
5. The Effect of the 1997 Asian Financial Crisis on the Performance of the Taiwan Stock Market	Kim, J. H.	1998	Journal of International Money and Finance	17	4	567-580
6. The Effect of the 1997 Asian Financial Crisis on the Performance of the Thailand Stock Market	Kim, J. H.	1998	Journal of International Money and Finance	17	4	581-594
7. The Effect of the 1997 Asian Financial Crisis on the Performance of the Malaysia Stock Market	Kim, J. H.	1998	Journal of International Money and Finance	17	4	595-608
8. The Effect of the 1997 Asian Financial Crisis on the Performance of the Philippines Stock Market	Kim, J. H.	1998	Journal of International Money and Finance	17	4	609-622
9. The Effect of the 1997 Asian Financial Crisis on the Performance of the Indonesia Stock Market	Kim, J. H.	1998	Journal of International Money and Finance	17	4	623-636
10. The Effect of the 1997 Asian Financial Crisis on the Performance of the Vietnam Stock Market	Kim, J. H.	1998	Journal of International Money and Finance	17	4	637-650

Title _____

Date _____

Date _____

1. DEFINITIONS:

- A. "Installation" will collectively mean all the terminology listed below with reference to installing the Customer's information system and includes the *UtilitySuite* applications.
- B. "Licensed Software" will collectively mean the *Licensed Application* on Object Software Programs and/or modules written by the Author and which are provided for in this Agreement. Also, it is extended to include any additional *UtilitySuite* application System Licensed Software modules purchased at a later date that are integrated with and become part of the information systems software suite. The Licensed Software does not include the Source Code.
- C. "Licensed Materials" will mean any Materials, whether they are considered operating instructions and/or documentation related to the Licensed Software, provided for use in connection therewith.
- D. "Warranty Period" will mean the Author's commitment to provide "Maintenance" or "Approved Enhancements" as set forth in either the Customer's initial contract, or Attachment A (an annual addendum to the support contract), to the Customer and the Customer's Licensed Software for one year from the date of contract execution. Thereafter, the Warranty Period is extended and invoiced in annual increments (see N below), pro-rated to reflect a coverage period of 1/1 through 12/31 of a given year. In any case, all additional Licensed Software modules are considered to have the same Warranty Period and anniversary date, unless otherwise stated, as that of the Licensed Software originally purchased when it comes time for the annual renewal. Furthermore, "Custom Programming" and "Support Services" are excluded from the term "Warranty Period" unless expressly stated (see H and I below).
- E. "Designated Operating System Software" will mean the version of the Operating System Software level delivered at the time of the sale and utilized to work in conjunction with the "Hardware" and "Licensed Software."
- F. "Value Added Software" will mean software application not created by the Author that generally work on the same "Hardware" system as the "Licensed Software" and provide software value to the Customer in addition to the *UtilitySuite* System Licensed Software. Value Added Software may be an integral part of the information systems software suite solution, or may be a separate, isolated application. The Author, at its discretion, can provide guidance and limited support to the Value Added Software, but the Customer has final responsibility for the selection and installation of such software in conjunction with the Value Added Software's vendor to the extent that the Author is also a licensed user of said products, cannot alter the source code or take ownership for the function of said products, and cannot control the direction of value added product Authors.
- G. "Product Services Agreement (PSA)" or equivalent documents will mean software support contracts with the manufacturer's/vendor's operating systems and/or Value Added Software that is independent of the Support Services provided by the Author relative to its Licensed Software and/or Custom Programming. The Customer's selection of any manufacturer's/vendor's PSA does not exclude it from paying the Author for Support Services rendered if the Customer elects to contact the Author for any reason in this regard.
- H. "Maintenance" will mean the correction of errors and/or malfunctions in the Licensed Software if the information systems software suite is not functioning as was designed or intended. The software suite not functioning as a Customer wants is agreed to be an entirely different issue than the suite not functioning as designed or intended by the Author and, as such, requests for changes in functionality are considered as "Maintenance." The Author reserves the right to include or exclude requested functions based on Customer demand and the overall functional intention for the *UtilitySuite* system. Relative to time, anything considered to be Maintenance, whether it be programming and/or the telephone support time thereof, is covered by fixed price contracts during the Warranty Period and falls under the Annual Software Maintenance & Support Contract thereafter, per the guidelines set forth in Attachment A. If the Customer elects to cease Maintenance support on particular line items or modules within the Annual Software Maintenance & Support Contract, then to reinstate the application the Customer must pay for all the prior annual Maintenance fees that were not paid, including the current year, before the latest level of the Licensed Software is delivered. In any case, Maintenance requests should be submitted to the Author via the Software Request Form by checking the Maintenance Box.
- I. "Approved Enhancements" will mean modifications, upgrades and improvements related to the Licensed Software, which is at the discretion of the Author, including selected regulatory changes. If accepted as an approved enhancement under the Software Maintenance & Support Contract, i.e., it is to be an enhancement to the Licensed Software delivered to all Customers, then it will not be chargeable separate from the contract, and the timed delivery of said enhancement will be at the discretion of the Author. Other modifications, upgrades and improvements requested by one or more Customers that cannot be justified by the Author as being a part of the Annual Software Maintenance & Support Contract (although given the generalization that these changes would enhance the *UtilitySuite* system) will be given consideration as a Custom Programming request and, as appropriate, will be quoted to each Customer. Depending upon the nature of the custom changes, the Author reserves the right to make these changes a part of its Licensed Software. In any case, enhancement requests, whether they be Approved Enhancements or Custom Programming quotes, should be submitted to the Author via the Software Request Form and the Author will advise the Customer as to the status of the request, i.e., approved as an enhancement for timed delivery with the next release, approved as an enhancement for more immediate release, or disapproved as an enhancement and quoted as a Custom Programming job.
- J. "Custom Programming" will mean modifications, upgrades and improvements related to the Licensed Software which are not considered "Maintenance" or "Approved Enhancements" for the reasons stated above. Custom Programming is chargeable and will be treated as a fixed price quote at the Author's discretion. In any case, Custom Programming requests should be submitted to the Author via the Software Request Form by checking the Custom Programming Box.
- K. "Support Services" will mean the installation services the Author provides, which includes, but is not limited to, systems consulting, system analysis, systems/forms design, systems preparation, systems programming (not included in the aforementioned "as is" Licensed Software), systems conversion, installation and training, travel time and related material expenses (rooms, meals, mileage, tolls, etc.) and telephone support. Support Services are billable as incurred on a Time and Material basis (unless otherwise stated, as in the case of a fixed price contract for defined work) and results from any necessary, required or requested Customer support in implementing a *UtilitySuite* solution, or in supporting the Customer in ensuing years. For billing purposes, the Support Services will be generally described as above, though Support Services codes and descriptions may be revised at any time without notice. The Author will code all T&M-performed work by time and day, and will provide limited descriptions of work performed; the Author is not obligated to provide detailed descriptions on a Customer by Customer basis. Support Services hourly billing rates may be revised at any time without notice and will for this contract period be invoiced at the rate per hour reflected in Attachment A, in quarter hour increments. The Author reserves the right to prescribe fixed price contracts for defined work.
- L. "Time" will mean any hours spent (rounded to the nearest quarter hour) for Maintenance, enhancements, Customer programming and Support Services. During the Warranty Period, "Maintenance" and "Approved Enhancements" are not chargeable. "Custom Programming" and "Support Services," whether performed on a fixed price basis or at Time and Material basis are chargeable. At the Author's discretion, the Customer might be required to prepay anticipated time charges. If refused, the Author reserves the right to cancel the installation of the Licensed Software as charges. If refused, the Author reserves the right to cancel the installation of the Licensed Software as well as all responsibility to the Customer. If so, the software license fee is forfeited by the Customer. In any case, all time is considered of value and therefore chargeable, i.e., at the Author's office, on the telephone, traveling, and on site at the designated Customer's location.
- M. "Material" will mean any and all expenses incurred as to the installation of the Licensed Software including Maintenance, Approved Enhancements, Custom Programming, and Support Services. It covers such things as media expenses, expense vouchers, travel expenses, mileage, gas and oil, tolls, transportation tickets, lodging (rooms and meals), telephone bills, shopping charges, postage, applicable taxes, instruction manuals, documentation updates and so on. At the Author's discretion, the Customer might be required to prepay anticipated Material expenses. If refused, the Author reserves the right to cancel the installation of the Licensed Software as well as all responsibility to the Customer. If so, the software license fee is forfeited by the Customer. All Material expenses incurred for the installation are chargeable.
- N. "Annual Software Maintenance & Support Contract" will mean the Author's contract providing for Maintenance, Approved Enhancements, Custom Programming (quotes), and telephone Support Services (in accordance with Attachment A) to the Customer after the initial Warranty Period expires. It is renewable on an annual basis and is a required provision of the relationship between the Author and the Customer. The Author reserves the right to prorate the charges from the anniversary date after the first year to the next calendar year end so as to facilitate annual, one-time billing cycles thereafter.
- O. "Software License & Support Agreement" will mean this document, and during the Warranty Period it functions as the Software Maintenance & Support Contract, as defined in this document.

2. **TERMS:** This Agreement is effective from the date of the contract as shown on the front of this Agreement and will remain in force until terminated by the Customer upon one month's prior written notice, or by the Author if the Customer fails to comply with any of the terms and conditions of this Agreement. Furthermore, the Customer agrees that the terms as to payment of invoices are net 10 days. For other than current invoices, the Author reserves the right to apply finance charges to the Customer's past due balances, if applicable.
3. **LICENSE:** The License granted under this Agreement authorizes the Customer to use the Licensed Software. This Agreement, and any of the Licenses, software or materials to which it applies, may not be assigned, sub-licensed, or otherwise transferred by the Customer without written consent from the Author. No right to print or copy, in whole or part, the Licensed Software is granted, except as herein after expressly provided, such as in the case of source code in escrow for the Customer's protection.
4. **PERMISSION TO COPY LICENSED SOFTWARE:** Any Licensed Software which is provided by the Author may be copied, in whole or in part, in sufficient numbers for use by the Customer to provide backup copies. The Customer agrees to maintain appropriate records of the number and location of all copies and is liable for any abuse or misuse caused by failure to protect such copies.
5. **PROTECTION AND SECURITY:** The Customer agrees not to provide, or otherwise make available, any Licensed Software or documentation pertaining to such Licensed Software in any form, except for purposes specifically related to the Customer's use of the Licensed Software, without prior written consent from the Author. The Customer agrees to keep confidential and to utilize its best efforts to prevent and protect the Licensed Software from unauthorized disclosure or use by its agents or employees. The Customer further agrees to use the Licensed Software only as provided herein and will not provide or otherwise make available any such Licensed Software in any form to any third party without the prior written consent of the Author. This includes installation support and/or management with regards to other Customers and/or user's groups. Any violation will warrant the Customer's desire to seek support elsewhere. The Licensed Software constitutes trade secrets and the Customer expressly acknowledges the Licensed Software is confidential and proprietary property of the Author. The Customer will at all times include the Author's copyright and confidential property notices on any and all copies of the Licensed Software or any portion thereof. The Customer acknowledges that the Licensed Software, the Licensed Materials, assistance, know how, and all other information furnished by the Author hereunder are confidential and proprietary to the Author, and will be treated as such by the Customer, even after termination of this Agreement. The Customer will not disclose the Licensed Software or the Licensed Materials, or any part thereof, to anyone for any purpose other than provided for in this Agreement. The Customer will implement sufficient security measures to protect the Author's proprietary interest in the Licensed Software and the Licensed Materials, and will not allow the use, copying or modification thereof other than in accordance with this Agreement or the written instructions from the Author. All data processed by Licensed Software will be the property of the Customer.
6. **DISCONTINUANCE:** Within 30 days after the date of discontinuance or termination of any license under this Agreement, the Customer will provide the Author with a certificate certifying that all Licensed Software, including the original and all copies made thereof, in whole or in part, in any form, received from the Author or made in connection with the license herein granted, have been destroyed. Upon authorization, a copy may be retained by the Customer for archival purposes.
7. **DISCLAIMERS:** The Author makes not warranties with respect to the Licensed Software. The Author hereby disclaims all warranties, express or implied, and specifically disclaims any IMPLIED WARRANTY FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY OF MERCHANTABILITY. No expressed warranties are offered or extended to the Customer. The Author and/or its marketing agent(s) sells the Licensed Software to the Customer "as is," and no dealer or other entity is authorized to make any representations of warranty coverage as to any of the Author's products. In no event will there be any liability of any kind for special, incidental or consequential damages. Furthermore, the Author reserves the right to bill for Support Services not related to the Licensed Software, albeit related to hardware, operating system, Value Added Software, et al., wherein the Author and the Customer realize that information systems solutions have inherent initial and ongoing support requirements, not all of which can be clearly defined or forecasted. It is understood that the Customer has ownership for correct operating and backup procedures and will not act in a manner which causes, intentionally or unintentionally, an undue burden on the system(s) to the extent the Customer attempts to modify, compile, sort, change, or disrupt the design and concept of the Licensed Software and/or files. It is understood that the Customer's personnel and operators have accounting, bookkeeping, basic organizational skills, and knowledge of their business pursuant to implementing, operating and controlling an information systems suite of applications.
8. **GENERAL:** If any of the provisions, or portions thereof, of this Agreement are invalid under any applicable statute or rule of law, the part to that extent to be deemed omitted. This is the complete and exclusive statement of the Agreement between the parties for the year governing the Annual Software Maintenance & Support Contract, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of the Agreement, except in cases where portions of the original information systems contract provide contract language for extenuating circumstances. This Agreement will be governed by the laws of the State of Vermont.

INFORMATION SYSTEM AGREEMENT
Between
Systems & Software, Inc.
and the _____
for the Purchase of Computer Hardware and the Licensing of
Application Software Products

This **AGREEMENT**, entered into this ____ day of ____ 2002, ("Effective Date") by and between **Systems & Software, Inc.** hereinafter referred to as "S&S", a Vermont corporation having its principal offices at 401 Water Tower Circle, Colchester, Vermont 05446 and the _____ hereinafter referred to as the "Customer", a municipal corporation having its principal offices at _____.

WITNESSETH:

S&S and the Customer agree that when this Agreement is signed by the Customer and accepted by S&S, the following terms and conditions, including those contained in Exhibits "1", "2", "3" and Exhibit "1" Table "A" shall apply:

I. Definitions

1. **"Agreement"** shall mean this Agreement, all of the Exhibits referred to herein and any future written amendments signed by the Customer and accepted by S&S.
2. **"Application Software"** shall mean the *UtilitySuite* software, which is being licensed by the Customer under the terms of this Agreement.
3. **"Current Base System"** shall mean the most current version and revision level of the Application Software and the related documentation as currently supported by S&S.
4. **"Conversion"** shall mean any actions required to transfer, to the Information System, the Customer's current computerized data.
5. **"Customization"** shall mean 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.
6. **"Documentation"** shall mean a component of Application Software, Operating System and Third Party Software consisting of tangible, human readable materials and manuals containing copyrighted information developed for use in conjunction with the other components of the software.
7. **"Effective Date"** means the date specified on the top of the face page of this Agreement.
8. **"System Equipment"** shall mean the Hardware, Peripherals, Operating System Software and Third Party Software.
9. **"Go Live"** means the date an Application Software module or group of interrelated modules is made available for use in a production environment to the Customer.
10. **"Hardware"** means the computer hardware.
11. **"Implementation Plan"** shall mean the plan developed by S&S and the Customer outlining the steps to be taken by both parties during the installation of the Information System, the training of the Customer's employees, and acceptance testing.

12. **"Licensed Software"** means the licenses to use the Application Software, Operating System and Third Party Software granted to the Customer.
13. **"Information System"** shall mean the composite of Hardware, Operating System Software, Application Software and Third Party Software as provided by S&S.
14. **"Modifications"** shall mean any change outside of the scope of the Project, covered by a change order, to any component of the Information System performed by S&S.
15. **"Software Maintenance and Support"** shall mean the service which provides the Customer with maintenance of the Application Software, including approved enhancements and upgrades (Updates) and support as defined herein and via the Annual Software Maintenance & Support Contract Attachment A.
16. **"Support Services"** shall mean the ready to use expertise and support facilities for the Application Software, including telephone, video teleconferencing, facsimile, website, e-mail, and modem support of S&S.
17. **"Operating System Software"** shall mean the computer operating system software, described in Exhibit "1" attached hereto, provided by the appropriate vendor through S&S under the terms of this Agreement.
18. **"Travel Related Expenses"** shall mean the actual, reasonable costs for S&S's expenses, including, but not limited to, travel time and travel expenses (airfares, rental cars, mileage, cabs, and the like), and living expenses (lodging, meals, and the like) for S&S's employees when engaged in work under this Agreement away from their home office, postage, telephone toll charges and delivery expenses.
19. **"Peripherals"** shall mean all non-sever related Hardware components including disk storage, workstations, printers, tape drives, modems, and the like.
20. **"Project"** means the entire procurement, installation, Implementation Plan, training of personnel, and acceptance testing tasks necessary for the installation of a fully functioning operable Information System at the Customer.
21. **"System Acceptance"** the date the Application Software (module or group of interrelated modules) has been successfully demonstrated and made available for use in a production environment.
22. **"Site Preparation"** shall mean those physical installation and environmental conditioning tasks to include cabling, telecommunications, Internet accessibility, connections, power supply and air conditioning necessary to support the Information System.
23. **"Source Code"** shall mean the set of instructions, which can be used to maintain and modify the executable code of Application Software.
24. **"Specifications"** describe the functional capabilities, concepts and features, processes, integration methods and controls of the Application Software, covering S&S's Current Base System and agreed to Customizations for the Customer.
25. **"Target Date"** shall mean those interim milestone dates for task accomplishment as set forth in the Implementation Plan.
26. **"Third Party Software"** shall mean the computer non-UtilitySuite Application Software and/or Operating System Software which is licensed by other vendors and provided to the Customer by S&S under the terms of this Agreement.
27. **"Update"** shall mean the changing of any component of S&S's Current Base System through release versions. These Updates will be at the discretion of S&S and limited to changes which improve the accuracy and integrity of the Current Base System.

II. Scope of Project

S&S, pursuant to this Agreement, shall provide a fully functional Information System made up of Application Software, including Customization, Hardware, Peripherals, and Third Party Software as described in Exhibit "1" (Budget Detail). S&S will make all reasonable efforts to work with designated Customer personnel to deliver the Information System in the time frame outlined in Exhibit "2" (Implementation Plan). This Project is to be performed in accordance with the terms and conditions contained in all sections and Exhibits attached to this Agreement.

III. Authorization to Proceed

S&S shall proceed with Project and install the Information System upon execution of this Agreement by the Customer.

Section 1 - Pre-Installation Planning and Implementation Plan

1. S&S shall make a Pre-Installation Planning visit(s) to the Customer's administrative office and remote locations listed in Exhibit "1", to conduct Fit Analysis, with appropriate Customer personnel, of Hardware and Peripherals and to discuss Site Preparation activities. S&S will deliver to the Customer such specifications as necessary such that the Customer may complete all necessary cabling, power, air conditioning, and communications connections.
2. S&S shall make necessary visit(s) to the Customer's administrative office(s) to conduct business process, Application Software fit, data mapping, conversion, reports, and interface analysis, with appropriate Customer personnel, to develop an acceptable Implementation Plan as outlined in Exhibit "2". Implementation Plan shall include, but not be limited to, (i) a time schedule for initiation and completion of all major installation activities, (ii) an agreement of Application Software parallel runs, testing procedures and acceptance criteria, (iii) scheduling of training activity, (iv) discussion of any Customization to be undertaken by S&S, (v) review of required Site Preparation activities, (vi) changes in the Hardware configuration, (vii) data conversion plan for transferring existing data to the Information System, (viii) number and scheduling of Customer personnel to ensure their availability during the Project, (ix) a schedule of Project progress meetings and (x) a comprehensive Project scope document.
3. The Customer will have the site prepared with required cabling, environment, connections, power supply and other necessary environmental preparation at no expense to S&S in accordance with the specifications furnished by S&S, unless otherwise agreed to and specified in Exhibit "1". Said Site Preparation will be scheduled to be completed prior to the expected delivery date of the Hardware to the Customer.
4. The entire installation process shall proceed in accordance with the Implementation Plan report which is included as Exhibit "2", attached hereto and made a part hereof. Both parties agree to abide by the Implementation Plan to the extent the details (conversion data [amount of data, types of data, target tables for converted data, # of tables/files, accuracy of existing data, ability to provide a trial balance, etc.], interfaces [scope, types, accuracy, usability, etc.], and the like) are fully understood at the time of contract execution, and to make all reasonable efforts to meet the Target Dates as specified therein. Changes shall be made to the Implementation Plan as necessary and as agreed to by both parties.

Section 2 - Implementation Assistance.

1. S&S shall provide the Customer with qualified S&S representatives for Information System installation and training of the Customer's employees in the operation of the Information System. Said installation and training shall consist of, but not be limited to, the following tasks:
 - a. Delivery and installation of Application Software, Operating System Software, Third Party Software, Hardware, and Peripherals.
 - b. Conversion of existing data as provided in Exhibit "1" to Information System;
 - c. Employee training in use of Information System.
2. The Customer shall provide that employees to be trained will make every effort for training to be free from interruptions and distractions. Employees should also be familiar with the subject areas, and shall be supervised by the Customer's management or subject matter experts to ensure that training objectives are met.
3. All entering of data currently handled in a manual mode will be the responsibility of the Customer. S&S will be required to train appropriate employees of the Customer to map and/or input this data into the Information System.

IV. Prices, License Fees, Fees for Services and Payment Schedule

The Project financial obligation of the Customer to S&S for the delivery of the Information System and services is listed in Exhibit "1". Said payments shall be payable by the Customer to S&S as provided in Exhibit "1" Table "A" Scheduled Payments, and will be made within fifteen (15) days of the Payment Date.

Prices for Application Software, Installation and Training Services, Conversion, and Travel Related Expenses are fixed amounts unless otherwise stated herein.

Upon acceptance and signing of this Agreement, the Customer will remit to S&S an initial deposit as defined in Exhibit "1", Table "A" Scheduled Payments as Payment Number 1. All invoices rendered under this Agreement shall be paid within fifteen (15) days of the Payment Date. All amounts mentioned in this Agreement are in U.S. Dollars and do not include any applicable sales taxes, use taxes, duties or any similar assessments, all of which are the sole liability of, and shall be paid solely by, the Customer. Any amount payable pursuant to this Agreement and not paid within fifteen (15) days after the Payment Date for said amount shall be delinquent and shall bear interest at the rate of one and one half percent (1 ½%) (or the maximum legal rate if less) for each month or portion thereof it is delinquent. The 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.

If significant delays in the Implementation Plan occur that are due to the Customer not making every reasonable effort to complete their respective responsibilities as agreed to in the Implementation Plan and related meetings, S&S shall have the right to bill and collect the final payment prior to Systems Acceptance.

Additional related services not specified in Exhibit "1", will be billed under a separate scope/change order process for the service, as they are incurred. Upon delivery, S&S shall transfer ownership and unencumbered title to all hardware, and license rights of software, to the Customer.

V. System Acceptance

System Acceptance occurs in each subject or module area at such time an Application Software module or group of interrelated modules is made available for use in a production environment. In areas where S&S contractually had any Customization to perform, this will be demonstrated to have been completed, and this is the juncture at which Systems Acceptance would occur, regardless of whether the Customer actually decides to commence use of the Application Software module. Making portions of the Application Software suite available for use in a production environment renders those portions accepted.

VI. Licenses

Whereas ownership of the Application Software products listed and described in Exhibit "1" remains with S&S, S&S grants License to the Customer to use these products according to the terms of this Agreement.

1. In consideration of the Customer's payment of amounts set forth in Exhibit "1", Table "A", S&S grants to the Customer a non-exclusive and nontransferable right and license to use the Licensed Software for the Customer's internal business purposes in accordance with the provisions in this Agreement. The Customer may use the Application Software on Hardware upgrades, additions or replacements; provided, however, the Customer gives S&S thirty (30) days prior written notice of any such change. The Customer may prepare a reasonable number of copies of the Application Software for archive and backup purposes only and the Documentation for internal use purposes only, so long as all copies of the Application Software and Documentation contain the proprietary notices appearing on the copies initially furnished to the Customer.
2. The software is licensed in object code format only.
3. The Application Software is for use by the Customer in the current company(s) entity at the current Customer account volumes (# of billed/serviced/metered water, wastewater, electric, gas, or refuse customers, and the like) with allowance for normal growth within the entity, considered to be up to 5% per year.

However, if the Customer were to purchase another entity, or be merged with another entity, causing the # of metered/billed/serviced accounts to exceed normal growth; or if the Customer were to take on additional accounts beyond normal growth, then this business transaction would call for additional Application Software license fees to be paid.

The Licensed Software is for use on the server environment as described in Exhibit "1" or as agreed to in writing by S&S. Third Party Software use and limits with respect to the number of concurrent Customer users will be subject to the terms of each third party vendor's own licenses.

4. The Customer acknowledges that the Application Software, including all copies thereof provided by S&S or made by the Customer, constitute valuable confidential and proprietary property belonging to S&S and that by receiving access to the Application Software, the Customer is entering into a relationship of trust and confidence with S&S pursuant to which the Customer promises to take all reasonable steps to preserve the confidential and proprietary nature of the Application Software.
5. The Customer shall limit access to the Application Software only to employees, auditors, attorneys, consultants and agents of the Customer who need access to the Application Software in order to use the Application Software as permitted herein.
6. Except for select 3rd party vendor products as specified in Exhibit "1" (the guidelines for which are referred to in the Annual Software Maintenance & Support Contract Attachment A), all Third Party Software is licensed to the Customer solely and directly by the third party supplier

of such software, not by S&S. The Customer therefore understands that, notwithstanding the payment to S&S for such software, the Customer's rights, obligations and remedies regarding such software shall be determined solely and exclusively by the terms and conditions of the Customer's agreements with the third party supplier of such software.

VII. Support Services

Section 1 - Software Maintenance and Support

Software Maintenance and Support services shall be provided at no cost to the Customer during the implementation and for a period of sixty (60) days after System Acceptance. After that period of time, the Customer is required to participate in and purchase the Annual Software Maintenance & Support Contract (Exhibit "3") to utilize the Application Software and to continue to receive support from S&S. During the initial period as described above, and thereafter under the Annual Software Maintenance & Support Contract, S&S will provide the following support:

1. S&S shall correct the failure of the Applications Software, without additional charge, as defined in Section (c) below. Corrective maintenance shall be performed as follows:
 - a) Customer shall provide S&S with all information and reasonable assistance to detect, simulate and correct the failure of the Application Software.
 - b) After confirming the existence of a program error, S&S shall provide the Customer revised Applications Software code or a temporary work around procedure to correct the program error in accordance with the corrective maintenance procedures.
 - c) S&S shall provide corrective maintenance from its business premises via telephone, facsimile, modem, web site and E-mail. The Customer is responsible to provide, at Customer's expense, a remote dial-up and full time Internet access capability to allow S&S access into the Customer's Information System for the purpose of diagnosing problems and applying corrective maintenance and Updates. It is required that all Customers provide the requisite number (at least one (1)) of dedicated asynchronous modem access lines (with modems) such that S&S can support Customers on a 24x7 basis, if needed. It is expected that S&S not be required to call the Customer to have modem access activated in any manner, as it may cause significant delay in issue resolution. In addition, it is required that S&S be given inbound Internet access and outbound FTP and telnet access from the Customer's server(s) out and back to S&S's support servers.
 - d) Corrective maintenance will be provided only for the most recent release of the Application Software and the release prior to the most recent release.
 - e) S&S shall, under the guidelines set out in the Annual Software Maintenance & Support Contract Attachment A, also provide Updates, enhancements, corrections, and new releases of the Application Software which have come about due to new development.
 - f) The Customer will install (or let S&S install) all program error corrections and enhancements to keep the Application Software current, with reasonable telephone assistance from S&S. Such program error corrections and enhancements shall be provided in a form and with installation instructions sufficient to permit installation by Customer (or S&S).
 - g) S&S shall furnish documentation updates as required to the Customer.
 - h) S&S is not required to perform corrective maintenance with respect to Applications Software malfunctions caused by:
 - 1) Customer's modifications to the Application Software unless performed at the direction of S&S;
 - 2) Customer's failure to use Updates, enhancements or program error corrections;
 - 3) Failure to use the Application Software in accordance with this Agreement; or

- 4) Actions beyond S&S's control with respect to customer's actions which alter the turnkey implementation environment, or cause Hardware or Third Party Software malfunctions.
2. Software Maintenance and Support services shall also include the following:
 - (a) Attendance at no cost for Customer personnel at S&S Customer Users Conferences or Forums. The Customer will pay Travel Related Expenses for its personnel.
 - (b) The cost of media to distribute new releases.
 - (c) New documentation, as made available by module.
3. S&S agrees to provide Annual Software Maintenance & Support commencing sixty (60) days after System Acceptance. Prices for the Annual Software Maintenance & Support Contract are shown in Exhibit "1". If the Customer cancels this renewable agreement, license rights to the Application Software is terminated and S&S is under no obligation to continue providing maintenance services.
4. Guidelines for licensing, support in general, telephone support, emergency support, charges, customization requests, training for new operators, and the like are communicated through Attachment A to the Annual Software Maintenance & Support Contract.

Section 2 - Telephone Support

Telephone support shall be provided during the initial implementation period and for sixty (60) days after Systems Acceptance at no additional cost to the Customer and will continue thereafter as part of the Annual Software Maintenance & Support Contract, and shall consist of the following:

1. S&S shall provide telephone support for the Application Software and select 3rd party products as specified in Exhibit "1" (the guidelines for which are referred to in the Annual Software Maintenance & Support Contract Attachment A) via a toll free telephone number, to trained Customer personnel for the Information System, during normal business hours: Monday through Friday, 8:00 am to 5:00 pm Eastern Standard Time. Telephone Support beyond normal business hours may be arranged with S&S at additional cost to Customer, as outlined in the Annual Software Maintenance & Support Contract Attachment A.
2. Other than Application Software and select 3rd party products as specified in Exhibit "1", telephone support shall be charged at the rate outlined in the Annual Software Maintenance & Support Contract Attachment A.
3. Changes to Telephone Support policies will be communicated through the Annual Software Maintenance & Support Contract Attachment A.

Section 3 - Modification Support

The Customer may request Modifications to Application Software by filling out web-based Software Request Forms (Exhibit #3) and submitting them to S&S. S&S, at its discretion, shall consider the incorporation of said requests into the next release of the *UtilitySuite*, providing they meet the following criteria:

- a) Requests should be those which would reasonably and normally be part of an Annual Software Maintenance & Support Contract, and which would not be totally unique to the Customer, nor require unreasonable time frames to program and/or implement.
- b) Requests reflect increased functionality in a particular module or application area, but are not wholesale architecture redesigns, or totally new business process functions, or custom integration projects.

Requests which would require immediate attention, and could not wait until the next release of the *UtilitySuite* Application Software, would be reviewed in detail with S&S, and S&S would make every attempt to honor the request with a custom contract. This would be done on a priority status basis at an additional charge in accordance with the Systems Support Services Quotation (Exhibit "3").

Section 4 - Other System Support Services

All other systems support services shall be provided as follows: additional systems support services, to include telephone support for non-Application Software, Third Party Software support, consultation with regard to new business processes, general telephone consulting, consulting services, systems analysis, training, forms design, systems preparation, cabling and connection discussions, or any other area in which S&S provides systems support services, subsequent to Systems Acceptance, on behalf of the Customer, will be invoiced on a fixed contract basis, in accordance with the Annual Software Maintenance & Support Contract Attachment A.

Section 5 - Hardware Maintenance

The Customer agrees that it will enter into a maintenance contract for the Hardware from the vendor (via S&S) following the warranty period. Said warranty contract shall be effective upon the installation of the Hardware at the Customer premises. The Customer acknowledges and agrees that maintenance and service of the Equipment is a matter between the manufacturer and the Customer and that S&S has no desire to service or maintain the Hardware but would 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. The 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. Hardware maintenance support shall consist of the following:

- a) S&S will coordinate the vendor Hardware maintenance agreement, whether it be an annual plan or an Extended Maintenance Option (EMO), for the Customer. The EMO plan must be selected within fifteen (15) days of the Effective Date of this Agreement. The EMO payment is due at the time of the delivery of Hardware at the Customer site. S&S will act as liaison between the Hardware vendor and the Customer.
- b) During normal business hours, S&S requests that the Customer report hardware problems to S&S, who will dispatch a Hardware vendor Customer Engineer (CE) to the Customer's location(s).
- c) In the event the Customer requires on site services during off hours, the Customer may call the Hardware vendor directly indicating the machine type/model, serial number, telephone number where the equipment is installed, location of the equipment, and problem with said equipment.
- d) Most Hardware is warranted for one year on site, from the date of installation. Exhibit "1" showing purchased Hardware, indicates warranty periods, by item. Miscellaneous third party peripheral hardware devices are handled on a time and material basis as incurred.

VIII. Warranties

1. S&S warrants that all System Equipment supplied under this Agreement shall be free from defects in materials or workmanship and operating failure from normal use and agrees that it will pass through to the Customer any and all warranties from any manufacturer or supplier of any of the System Equipment.
2. S&S warrants all Application Software products delivered under this Agreement to be free from defects in materials or workmanship and further agrees to furnish promptly and without additional charge, all labor and parts necessary to remedy any such defect that it is notified of in writing during the implementation period and for sixty (60) days after System Acceptance. Thereafter support of the Application Software will be performed under the Annual Software Maintenance & Support Contract (Exhibit "3"). This support will continue to remain in effect as long as the Customer maintains a current Annual Software Maintenance and Support Contract with S&S, which is a requirement under this Agreement and a provision for the Customer to continue use of the licensed Application Software.

The Customer acknowledges that any warranty is limited to software products installed and used on the Customer's computer system listed in Exhibit "1". The Customer further acknowledges that modifications made to the software programs by the Customer, and not at the direction of S&S, will void S&S's warranty of the programs, unless specifically stated otherwise in writing by S&S. The Customer also acknowledges that S&S cannot be responsible for the Customer's use of 3rd party software or hardware products which are used or implemented in conjunction with S&S's Information System, especially in cases where S&S did not consult on, provide, or configure said systems.

3. S&S warrants that it is authorized by the manufacturer of all Third Party Software products, listed in Exhibit "1", to grant licenses or sub-licenses to such software.
4. S&S warrants that the Third Party Software products do not infringe any patents, copyright, trade secret, or other property rights held by any other person or entity.
5. S&S's obligation for breach of warranty shall include timely correction or replacement of the software product which fails to conform to such warranty. In no event shall S&S be liable for special, incidental, or consequential damages including any damages resulting from loss of use, or loss of data arising out of or in connection with the use of the Information System. In no event shall S&S be liable for any breach of warranty unless notice thereof is given to S&S within three months after System Acceptance of the Information System by the Customer.
6. S&S shall defend, indemnify and hold harmless the Customer and its agents and employees from any claim or proceedings brought against S&S, and from any cost damages and expenses finally awarded against S&S and/or the Customer, (assuming the Customer has not violated the product use policies of 3rd party vendors), which are attributable to any claim that is based on an assertion that S&S's use of the Third Party Software under this Agreement constitutes an infringement of any United States patent, copyright, trade secret, trademark, or other property interest rights, provided that the Customer notifies S&S promptly of any such claim or proceeding and gives S&S full and complete authority, information, and assistance to defend such claim or proceeding and further provided that 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 such defense.

In the event that any Third Party Software product is finally held to be infringing and its use by the Customer is enjoined, S&S shall, at S&S's election; (1) procure for the Customer the right to continue use the Third Party Software product; (2) modify or replace the Third Party Software product so that it becomes non-infringing.

S&S shall have no liability hereunder if the Customer has modified the Information System software products in any manner without the prior written consent of S&S and such modification

is determined to by a court of competent jurisdiction to be a contributing cause of the infringement.

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

7. The warranties contained in this Section are in lieu of all other warranties, expressed or implied. S&S's express warranties shall not be enlarged, diminished or affected by, and no obligations or liabilities shall arise out of, S&S's rendering of technical or other advice or service in connection with the products listed in Exhibit "1".
8. S&S shall supply the Customer with Source Code for all the Application Software purchased, and also for any future releases and or Updates made to the Application Software, if requested by the Customer. The Customer agrees not to use the Source Code to modify the Application Software for a period of twelve (12) months after Systems Acceptance unless agreed to in writing by S&S. The Source Code supplied to the Customer pursuant to this paragraph 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 be guarded against unauthorized use or disclosure with great care.

IX. General Provisions

Confidentiality

Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Except as required by law or by a court of competent jurisdiction, each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents.

During the term of this Agreement, and for a period of five (5) years following its termination, the Customer agrees: (i) to limit access to the Application Software and any other proprietary or confidential information of S&S or the Customer's employees who require access thereto in order to use the Application Software in accordance with this Agreement; (ii) not to make available or disclose this Agreement, the Application Software, or other proprietary or confidential information of S&S to anyone without prior written consent of S&S, except as permitted by this Agreement or as prescribed by law under the Freedom of Information Act; and (iii) to take all reasonable precautions to maintain the confidentiality of the Application Software, and other proprietary or confidential information of S&S, employing at least those precautions which the Customer employs to protect its own information of a similar nature.

Unless otherwise provided by law, the Customer will not alter, copy, duplicate, decompile or reverse engineer, in whole or in part, the application Software or documentation without prior written permission from S&S. Whenever the Customer is permitted to copy or duplicate all or part of the Application Software or Documentation or other proprietary or confidential information of S&S, all titles, trademarks, confidentiality and copyright notices must also be reproduced and all terms of this Agreement shall also apply to the copies or reproductions. The Customer is hereby granted the right to make backup or archived copy(s) as may be reasonably required for normal business operation.

Cancellation or Modification

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.

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.

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.

Notices

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, 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.
401 Water Tower Circle
Colchester, Vermont 05446

If to Customer:

_____ shall act as representatives of the Customer, and Susan L. Willey, Vice President & General Manager, and Burton G. Willey, President, 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.

Governing Law

This Agreement shall be governed by the laws of the State of Vermont.

X. Entire Agreement

This Agreement and Exhibits 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. This base Agreement language and that of Exhibit "1" Budget Detail and Annual Software Maintenance & Support Contract Attachment A shall supersede conflicting language in Exhibit "3" documents.

Exhibits

The following Exhibits are a part of this Agreement and need not be signed individually to become enforceable under said Agreement:

1. Exhibit "1" - Budget Detail/Notes
Table "A" - Payment Schedule
2. Exhibit "2" - Implementation Plan
3. Exhibit "3" - Software Maintenance and Support Contract
- Annual Software Maintenance & Support Contract Attachment A
- Software Request Form
- Systems Support Services Quotation

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals effective as of the date first set forth above.

Systems & Software, Inc.

By: _____

By: _____

Date: _____

Date: _____

Option 4	Geographic Area Menu	23
1	State Name File Maintenance	24
2	County Name File Maintenance	24
3	Town Name File Maintenance	25
4	Zip Code Description File Maintenance	26
5	Zip Code Destination File Maintenance	27
6	Carrier ID File Maintenance	28
7	Street Abbreviation File Maintenance	28
8	Street Name File Maintenance	29
9	Subdivision Name File Maintenance	31
10	Subdivision Detail File Maintenance	32
11	Street Premise Location Code File Maintenance	38
12	Intersection File Maintenance	38
18	Geographic Area List Menu	39
Option 5	District Setup Menu	40
1	Asset Tax District File Maintenance	41
2	Police District File Maintenance	41
3	Fire District File Maintenance	41
4	911 District File Maintenance	41
5	Census Block District File Maintenance	42
6	Local Political District File Maintenance	42
7	Zoning District File Maintenance	42
8	Neighborhood District File Maintenance	42
9	Application Tax District File Maintenance	42
10	Application Pressure District File Maintenance	43
11	Application Village Code File Maintenance	44
12	Application School District File Maintenance	44
13	Application CPR Line File Maintenance	44
14	Tax Map ID Field Description File Maintenance	45
15	District List Menu	46
Option 6	Scheduling Menu	47
1	Facility (Building) File Maintenance	49
2	Department File Maintenance	49
3	Location (Floor/Room) File Maintenance	50
4	Application Service Area File Maintenance	51
5	Application Facility Printer File Maintenance	52
6	Holiday Dates File Maintenance	53
7	Work Order Time Code Description File Maintenance	53
8	Work Order Scheduling Category File Maintenance	55
9	Worker (Service Person) File Maintenance	57
10	Worker (Service Person) Time File Maintenance	60
11	Worker Available Schedule Inquiry	63
12	Scheduling List Menu	63

dates. It automates the processing of late payments, delinquent and disconnection notices, and ACH transfers. The dates can be changed both manually and by the system when billing actually occurs.

At the Cycle and Route Book Menu (Figure 40), select option **5** for the Cycle Billing Schedule File Maintenance screen (Figure 45).

	JAN	FEB	MAR	APR	MAY	JUNE
1	1/14/00					
1M-	1/17/00					
1	1/17/00					
10	1/24/00					
5	1/19/00					
15	1/31/00					
8	1/14/00					
15	1/31/00					
30	2/14/00					
75	3/29/00					
15	1/31/00					

Figure 45. Cycle Billing Schedule File Maintenance

Enter **A** to create a new billing schedule for a cycle. Check the company.

Field 2 — Year

Enter the year for the schedule; use a CCYY format (century and year).

Field 3 — Application

Enter or press F4 to select the application.

Field 4 — Cycle

Enter or press F4 to select the cycle.

Number of Shutoff Dates

Enter the number of shutoff dates to appear on printed forms. The first shutoff date is set by the month column; the others are determined progressively from that date.

With the cursor in the **No Days From Billing** column, complete the following fields:

Payment After

Enter the (negative) number of days from the billing date that prior payments will appear on the bill. Only payments made during the specified number of days prior to billing appear.

Field 4 — Percent for Down Payment

Enter a percent used to calculate the down-payment. Enter six digits or use the decimal key for the last four digits.

Field 5 — Number of Installments

Enter the number of payments (which is used to automatically calculate the amount of payments for the installment agreement).

Field 6 — Where to Apply Remainder

Enter 0 to apply any remainder amount of an installment from the auto-calculation to the down-payment; enter 1 to apply any remainder amount from the auto-calculation to the last installment payment.

Order to Apply Payments**Fields 7–11**

Use this section to assign the priority for allocating customer payments. Assign a priority level from 1 (lowest) to 5 (highest). The priority level tells the system which accounts to pay first, second, and so on until all the money is allocated. Determine the importance of paying off a past due non-installment balance compared to the current balance due.

Assign each priority once, so that all five fields have a clear priority. Review Figure 53 for an example of assigning priorities.

Field 12 — Where to Apply Overpayment

Where to Apply Overpayment is an extension of the previous steps. Further define the Order to Apply Payments priority when there is extra money by paying future installments. Enter 0 to apply the money to the last installment due; 1 to apply the money to the next installment due.

Field 13 — Default Payment Schedule

Enter the number of days between payments. For example, enter 90 for quarterly payments, 60 for bimonthly payments, 30 for monthly payments, and so on.

Field 14 — Minimum Down Payment

Enter a minimum down-payment amount, if applicable.

Field 15 — Satisfied Active Code

Enter or press F4 to select the satisfied active code; press F2 to create a new installment active code if needed. This code appears on the customer's account when the Cash updating system indicates that the customer has paid off or satisfied the installment agreement.

Active Code**Fields 16–30 — From, To, # Days**

The Active Code section is used to update installment criteria automatically from installment run sheets. The fields are used to set up time frames for changing the activity codes on customers' installment files. To illustrate,

Customer Information Systems (CIS) Reports List

General Utility Billing Reports

Average Winter Consumption List
Additional Customer Address Report (Third Party)
Additional Premise Address Report/Landlord
Billing Cycle Recalculation Kickout
Billing Cycle Register Print
Billing Frequency Rate Analysis
Billing Transaction File Print
Block Use File Maintenance and Usage Report
Budget File Print
Calculation/Month End/ Year End Summary Print
Call Tracking Report
Contract List
Customer Contract List
Duplicate Reads Report
Final Accounts Calculation
General Ledger Distribution Print
Landlord Lease Report
Misc Tax Report (Monthly/Annual)
No Access List
No Readings Print
Pre-Calculation Kickout Report
Print Customer Rate File
Print Items Application Verification
Print Items Billed Report
Print Step Rate File
Sales by Meter Size Report
Sales by Rate/Year End Sales
Sales by Tax District (Monthly/Yearly)
Sales Tax Report
Select Usage Report
Summary Rate File List
Transaction Analysis Report
Transaction History Print
Trial Balance
Usage History File Create and Print
Usage Report

Cash, Credit & Collections Reports

Audit Transaction
Bankruptcy File Report
Budget Estimation Report
Call Tracking Report
Cash History Print
Collection Agency File Report
Collection Reason List
Collections –Shutoff Report Print
Credit Refunds –Credit Balance Report
Delinquent Calculation Print
Deposit File Print
Dispute File Print
Inactive Code Report
Installment Agreement Report
Late Payment/Penalty
Lien File Report
Miscellaneous Distribution
NSF Description
Promise to Pay Report
Shut-Off Accounts

Meter Reports

Accounts Without Meters or Items
Duplicate Meter Report
Meter (Device) File Print
Meter Inventory List
Meter List Reports
Meter Test File Print
Multiple Meters for One Customer Report
Valve/Transformer File Edit Listing
Valve/Transformer File Edit Report
Valve/Transformer List Reports
Verify Application Valve to Valve File
Verify Valve to Application Valve File

Work Orders Reports

Daily Worksheet
Work Order Area List
Work Order Analysis
Work Order Area Printers List
Work Order Bill of Materials List
Work Order Completion Report
Work Order Fatal Code List
Work Order Group List
Work Order New Customer
Work Order New Meter
Work Order Reading Code List
Work Order Resolution List
Work Order Schedule Category Summary
Work Order Script Type List
Work Order Status Code List
Work Order Type List
Work Order Type Total Level List
Work Order Verification Active Customer
Work Order "What" Code List
Work Order "What" Reason List

Data Verification Reports

Accounts Without Meters or Items
Accounts Verification Report
Address Verification Report
Compare Master CIS Number & Sequence Number to
Premise File
Customer with Active/Inactive Accounts
Duplicate Meter Report
Inactive Accounts with Active Accounts
Multiple Meters for One Customer Report
Owner's Address Report
Premise Verification Reports
Premises With No Active/Vacant Accounts
Print Items Application Verification
Range/Premise/Application Premise Information
Summary Account Balance File menu
Verify Application Valve to Valve File
Verify Rate/Classes Report
Verify Street on Premise File to Street File
Verify Street on Range File to Street File
Verify Valve to Application Valve File
Work Order Verification Active Customer

