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**Due: March 9, 2022 @ 2PM**

**RFP# 22-R00067/PH**

Response to:  
**Request for Proposal:**  
**Utility Billing Software**

Presented to:





## TAB 1 – Letter of Transmittal

The responding firm (or the lead firm if Sub-Contractors are proposed) will provide a letter, on company letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal with the words "RFP No. 22-R00067/PH". If Sub-contractors are proposed, each Subcontractor may provide a similar letter, not exceeding one (1) page. This letter will summarize in a brief and concise manner, the Proposer's understanding of the Scope of Work. The letter must name all of the persons authorized to make representations for the Proposer, including the titles, addresses, and telephone numbers of such persons. An official authorized to negotiate for the Proposer must sign the Letter of Transmittal.

Please see our letter of transmittal on the following pages. S&S is proposing no subcontractors to fulfill the County's requirements.



Systems & Software  
10 E. Allen St. Ste 201  
Winooski, Vermont 05404

Tel: 802 865 1170  
Fax: 802 865 1171  
Web: ssivt.com

To: RFP Reviewers  
Re: RFP No. 22-R00067/PH – Utility Billing Software

March 4, 2022

Thank you for allowing Systems & Software (S&S) the opportunity to respond to the Hernando County Utilities Department's (hereinafter the County, HCUD or Hernando) RFP for a modern Utility Billing Software solution. In reviewing this RFP, it is clear that the County has a strong view of what the eventual solution should be able to accomplish, and we are confident that S&S is the vendor best aligned with your goals. To meet and exceed the County's goals, we include the following products and services with this proposal:

**Products Included in the Proposal:**

- **enQuesta CIS** – Our industry-leading CIS and Billing solution, in place at some of the largest water utilities in the country (Atlanta, Detroit, Milwaukee, and more). This solution covers your entire operation, from meter to cash to collections, and includes powerful intelligence and automation to keep work moving forward.
- **Capricorn Customer Self-Service (CSS)** – A completely integrated self-service portal with a sleek, modern design and high ease-of-use. This will allow your customers to interact with the utility on their terms, with their preferred device.
- **IBM Cognos Analytics** – While enQuesta can work with any major business intelligence tool, we have a long-standing relationship with Cognos and deep internal knowledge of the solution. The solution includes both the Cognos tools and training on the toolset.

**Deployment Model**

S&S is proposing a hosted solution with complete Managed Services provided by S&S. To your users and IT department, this will feel identical to a SaaS, but with additional security and resiliency benefits derived from being a single-tenant solution. If the County desires, we can also deploy enQuesta to any on-premise or hybrid solution.

**Services Included in the Proposal**

- **Managed Services** – Our technical experts will handle all aspects of the infrastructure, both during the implementation and beyond, into our long-term support offering.
- **Implementation Services** – The proposal lays out the enQuesta Elevate implementation services S&S will provide, via internal S&S resources, to bring the County live on enQuesta.
- **Integration Services** – enQuesta uses a flexible integration model to connect to any legacy or modern solution, using any modern integration technology.
- **Long-term Support Services** – S&S provides all support services in-house, and our organization will be dedicated to the long-term value of the County's investment in our solution.

Through this proposal, we aim to help you see S&S as your ideal vendor for the following primary reasons:

- We utilize an iterative implementation methodology, fully described herein, to create a culture of ongoing excellence and ensure that all parties always utilize best practices. The result is a comprehensive methodology that provides structure, security and value to our customers.
- Our implementation process is loaded so our enQuesta and utility experts perform the "heavy lifting" on the project, allowing your resources to continue much of their daily tasks. This stands in stark contrast to other vendors who offer very little services and expect your resources to shoulder most of the project work.
- Based upon the information in Exhibit A, enQuesta can meet 100% of your current CIS and billing needs. We have specifically designed the solution to also be able to adjust to the changing needs of tomorrow.





- While our enQuesta solution can bill for any utility service, our focus and innovation remain around water and sewer, as this has always constituted the majority of our customers.
- We have numerous large cities and municipalities (Detroit, Atlanta, Milwaukee, etc.) that have been enQuesta users for 20 years or more, always choosing to upgrade to the next version of enQuesta over seeking other software. This is only possible through the hard work and dedication of our Support Department.

We have been serving the utility industry with our enQuesta billing and management software for 50 years. We continue to perform all implementation, development and support functions ourselves from our offices in Winooski, Vermont. In our experience, having one vendor perform all development, implementation and support activities creates strong synergy across the project and through the long-term relationship between our entities.

As requested, the items included in the proposal package are as follows:

- Seven (7) hard copies of the proposal, one of which is marked "Original."
- One (1) Pricing Proposal, in a separate sealed envelope.
- One (1) Electronic version of the proposal, including the proposal and pricing as separate files.

Our Executive Vice President, Dana Lendorf-McCarthy is authorized to negotiate and sign on behalf of S&S. All correspondence for this RFP can be directed to James Anderson, our VP of Customer Engagement:

James L Anderson, VP Customer Engagement  
10 E. Allen St. Ste 201 Winooski, VT 05404  
[JAnderson2@harriscomputer.com](mailto:JAnderson2@harriscomputer.com) | 775-762-4444

We appreciate the opportunity to respond to the County's RFP and fully believe that we are the only vendor truly capable of ensuring the project exceeds all your goals. I give you my personal guarantee that if selected as your vendor-of-choice, you will experience your own enQuesta success story.

Sincerely,

A handwritten signature in cursive script that reads "James L. Anderson".

James L Anderson  
Vice President, Customer Engagement  
[JAnderson2@harriscomputer.com](mailto:JAnderson2@harriscomputer.com)

A handwritten signature in cursive script that reads "Dana Lendorf-McCarthy".

Dana Lendorf-McCarthy  
Executive Vice President  
[Dana.lendorf-McCarthy@harriscomputer.com](mailto:Dana.lendorf-McCarthy@harriscomputer.com)





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TAB 3 – Section A – Project Understanding and Proposed Assigned SME Project Team’s Credentials

Describe your understanding of the project scope and requirements necessary for proper completion of the work proposed. Describe your proposed approach in delivering the requirements of the Scope of Services for this project. Submit a maximum of five (5) pages for this section.

Provide staffing quality, experience and availability, and proposed Sub-Consultants (if any). Submit resumes and credentials for each proposed team member. Submit a maximum of two (2) pages for each team member. Summarize the team’s projected workload during the duration of the project. Submit a maximum of one (1) page describing the team’s workload.

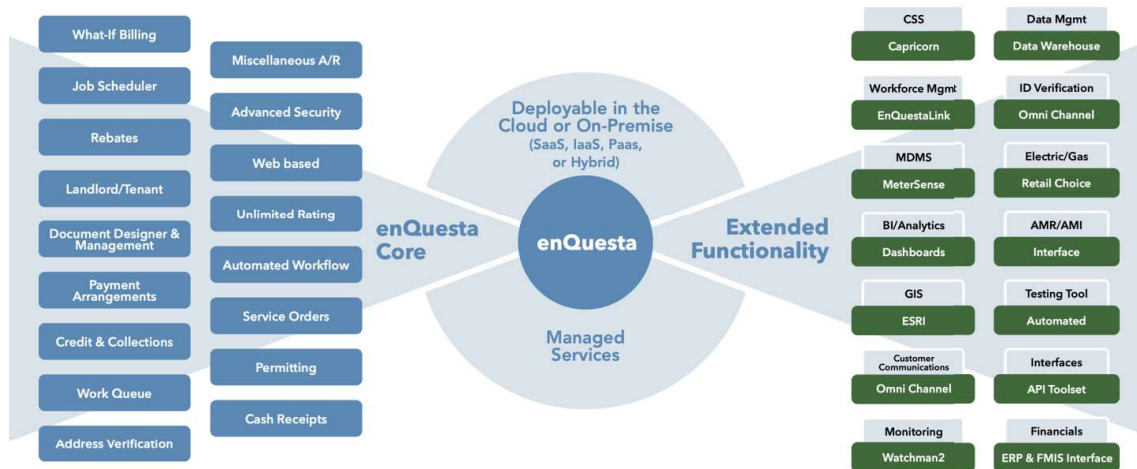
Systems & Software has provided CIS and Billing solutions to utilities for 50 years, so we fully understand the complexities involved when a utility chooses a new solution. When selecting a CIS partner, the County has to ensure that the solution will meet all your current functional and technical needs and that the software partner is poised for the future to meet your changing needs down the road. The right partner for the County will excel in the following areas:

- **Functionally Complete Software**
- **Technology and Security**
- **Implementation Excellence**
- **Long-Term Complete Support**

In choosing Systems & Software and our enQuesta solution suite, the County will not only get a solution that meets or exceeds your needs but will also find a partner that fully understands your business. The vast majority of our customers are forward-looking, municipal water utilities with between 50,000 and 150,000 active accounts. We are constantly enhancing our solution to ensure our customers can provide the most accurate, advanced and comprehensive billing services to their end customers.

**Functionally Complete Software:**

No solution can better handle all the various needs of a modern utility billing and customer information system than enQuesta. The solution provides a robust customer and inventory management system, allowing you to completely track the people and items that make up your operation. It then seamlessly turns inputted reads into accurate bills, with numerous checks and balances to ensure they are correct. Once the bills are out, the solution completely manages a customizable collections process, including the ability to alter the rules for individual accounts for items such as manual investigations and promise-to-pay. In reviewing the County’s functional requirements in Exhibit A, enQuesta meets all your stated CIS requirements right out of the box.

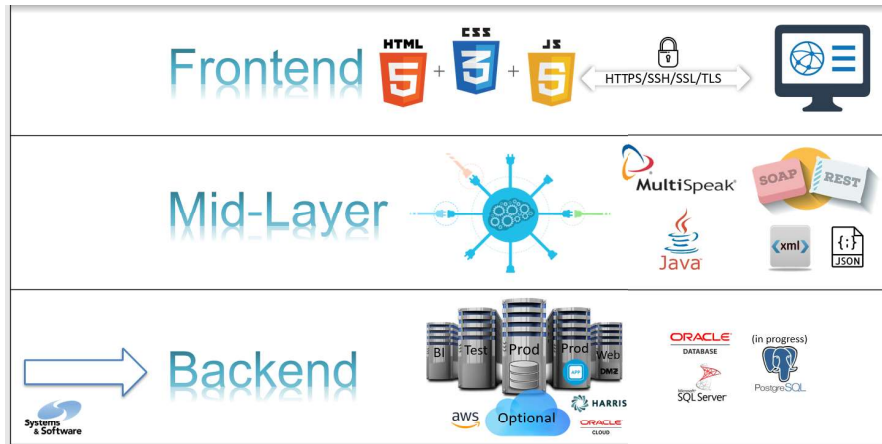




**Technology and Security:**

enQuesta is a full-cloud, browser-based solution built using a host of modern technologies, protocols and standards. enQuesta utilizes Google Materials Design for the front-end of the solution, providing the basis for developing an intuitive, recognizable experience. Users who have any experience with modern web-based applications and software will feel right at home with enQuesta.

Beyond that, we've developed the most advanced, complete integration architecture on the market, capable of easily integrating with any modern solution. And on the backend, we've adopted powerful options for the OS and database, invested in performance improvements like clustering, and developed a method to allow enQuesta to take full advantage of any cloud or hybrid environment.



No modern solution can be considered complete without a way to secure it against both intentional attacks and accidental data exposure. The enQuesta application has significant security controls added at each step of the development lifecycle. Our cloud deployments are single-tenant to remove data exposure and system instability risks, and our partnership with Oracle Cloud for infrastructure hosting ensures robust physical and logical security are in place at the datacenter.

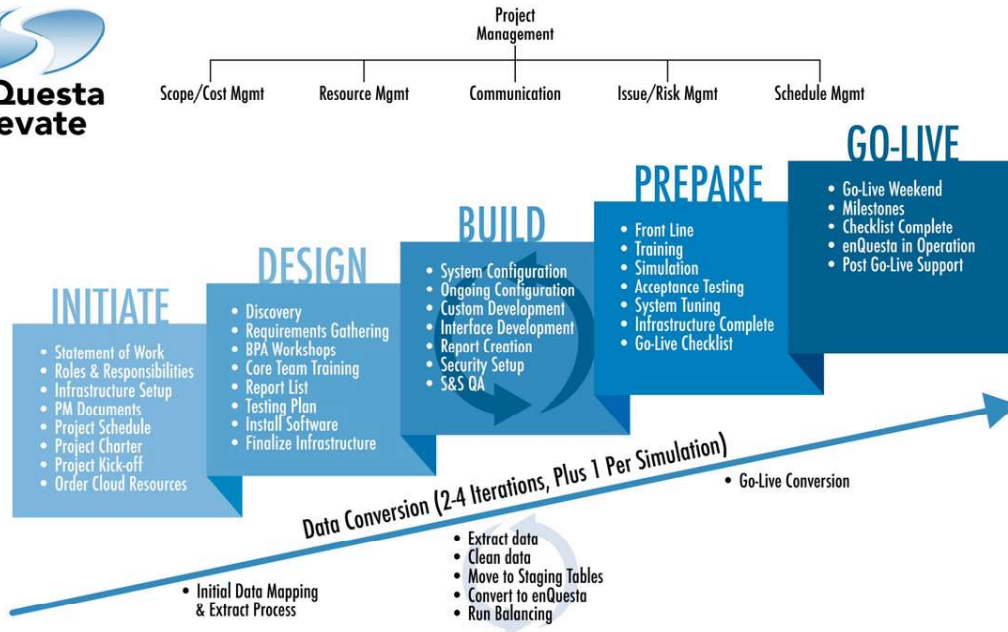
**Implementation Excellence:**

A CIS installation is a significant project for any utility and can put a large burden on your internal resources as they balance their normal workload with implementation tasks. After seeing this situation play out at various utilities over the years, S&S has designed our implementation process so that we undertake the “heavy lifting” for the project, rather than placing that effort on the shoulders of the utility. For the County, this means S&S will come into the project as a true partner and ensure that all sides are properly committed and staffed to complete the project on time.

We utilize the enQuesta Elevate process to complete our implementations. This iterative, comprehensive methodology is behind all the successful projects we've completed in recent years. The success of this methodology comes from our dedicated process of continuous improvement. After each project, we invest significant time and effort to break the entire project down and find ways to repeat success areas while mitigating risk. The result is a tested, complete process specifically designed to bring water and sewer utilities live on our solution.

This comprehensive process is fully described in Section C below.





**Long-Term Complete Support:**

S&S has many large municipal water utilities that have been using enQuesta for two or even three decades. These include the cities of Detroit, Milwaukee, Atlanta, Minneapolis and many more. This is only possible through our support department's hard work and dedication, as treating each relationship like a partnership has long been a focus of our organization. Through S&S, the County will have access to a wealth of support features and options, including:

- 8 AM – 5 PM daily support via telephone, email or online, with no conditions or limitations
- Complete infrastructure management (with enQuesta Cloud)
- Solution updates every two-four months, ensuring the County will always be on the latest release.
- Infrastructure active monitoring (with enQuesta Cloud)
- Dedicated support personnel who will be the “Customer Advocate” within our organization
- Confluence-based online customer portal with an extensive knowledgebase
- Monthly online training webinars
- Yearly Customer Training Conference and User Group Meeting
- Bi-annual onsite visits from your Account Manager and Executive to help guide the future of the product and relationship.

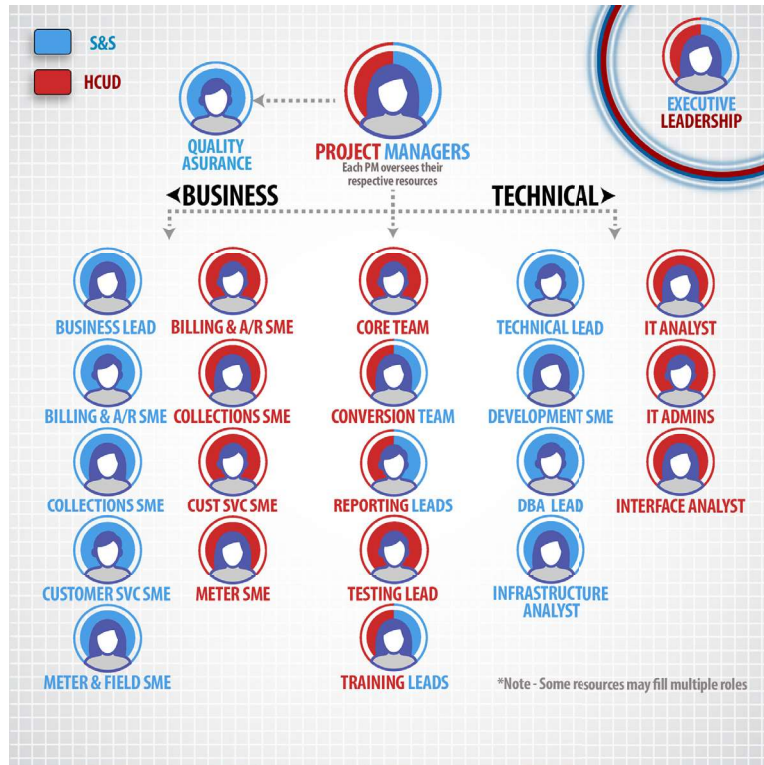
All of these are just some of the ways in which S&S will help the County get the most value out of your new CIS solution. Between time and money, the County will invest a lot into the success of this project, and how you're treated in the long-term will ultimately prove whether or not the project was a success.



**Project Team Workload and Information:**

The adjacent chart shows a sample makeup of the two project teams (S&S and the County) that will perform the overall implementation of the solution. For a utility of the County's size, it is expected that a single resource will fill multiple roles across the project, as some listed roles will have very low overall effort requirements.

We have included overviews for the key staff we anticipate to be a part of this project on the following pages, although it is our practice to name specific resources at the time of signing. Still, all S&S resources have years of direct implementation and utility experience. Below, we've produced an expected level of effort (in hours) for S&S resources for the project.



**Staffing Matrix:**

S&S ROLES	MTH-1	MTH-2	MTH-3	MTH-4	MTH-5	MTH-6	MTH-7	MTH-8	MTH-9	MTH-10	MTH-11	MTH-12	MTH-13	MTH-14	MTH-15	ALL
	Implementation Period										SIM	Go-Live	Post GL1	Post GL2	Post GL3	
Project Manager	80	80	80	80	80	80	80	80	80	80	96	120	48	48	48	1160
Billing SME	80	80	80	80	80	80	80	80	80	80	88	120	48	48	48	1152
C&C SME	80	80	80	80	80	80	80	80	80	80	88	120	48	48	48	1152
Work Order SME	80	80	80	80	80	80	80	80	80	80	88	120	48	48	48	1152
Financial/GL SME	32	32	32	32	32	32	32	32	32	32	40	48	16	16	16	456
Business Lead	32	32	32	32	32	32	32	32	32	32	40	48	16	16	16	456
Reporting SME	10	10	5	5	5	5	5	20	5	5	10	10	5	5	5	110
Conversion SME	60	60	60	28	28	28	28	28	30	50	60	60	20	20	20	580
Backflow SME	20	40	20	40	40	40	10	10	10	30	30	20	20	20	20	360
Misc. A/R	20	30	20	30	25	25	10	10	10	25	25	10	10	10	10	270
Tech Ops	80	50	5	5	5	5	5	5	5	5	5	15	10	10	10	220
Capricorn Portal Install	10	30	40	80	80	80	20	20	20	20	60	60	40	40	40	640
Interface Specialists	40	80	160	160	160	135	25	20	20	30	40	20	20	20	20	950
<b>Combined Hours</b>	<b>624</b>	<b>684</b>	<b>694</b>	<b>732</b>	<b>727</b>	<b>702</b>	<b>487</b>	<b>497</b>	<b>484</b>	<b>504</b>	<b>660</b>	<b>816</b>	<b>349</b>	<b>349</b>	<b>349</b>	<b>8658</b>



Jerylann Butler – Senior Project Manager	
Skills	Experience
Length of Time in Position	15 Years of enQuesta Implementation experience 20 Years of Utility Implementation experience
Responsibilities	<ul style="list-style-type: none"> <li>➤ Project Management</li> <li>➤ Project Scheduling</li> <li>➤ Project Documentation/Plan</li> <li>➤ Resource Management</li> <li>➤ Single Point-of-Contact</li> </ul>
Prior projects(experience)	<ul style="list-style-type: none"> <li>➤ Key S&amp;S projects include: Unutil Service Corp, Riverside Public Utilities, EPB, City of Irving, City of Arlington, City of Atlanta.</li> </ul>
Education/Skills/Technical Skills	<ul style="list-style-type: none"> <li>➤ PMI-PMP</li> <li>➤ BS Psychology – SUNY Albany</li> <li>➤ Post-graduate in Accounting from St. Michael's College</li> <li>➤ Knowledgewave – MS Project</li> </ul>
Specific Prior Projects	
<p style="text-align: center;"><b>City of Irving, TX CIS Implementation</b></p>	<ul style="list-style-type: none"> <li>➤ The City provides water, sewer and waste services to over 100,000 customers. Jeryl led the project to install the first v6 implementation for a new customer. The project included the implementation of our Capricorn self-service solution.</li> </ul>
<p style="text-align: center;"><b>City of Arlington, TX enQuestaLink (Service Link) Implementation</b></p>	<ul style="list-style-type: none"> <li>➤ The City of Arlington supplies water and sewer services to over 100,000 customers. Earlier this year, Arlington implemented the enQuestaLink solution, greatly enhancing their Mobile Work Management features. Jeryl led this successful and complex project.</li> </ul>

Christina Metivier – Senior Implementation Consultant	
Skills	Experience
Length of Time in Position	10 Years of enQuesta Implementation experience 12 Years of Utility Implementation experience 20 Years of Accounting experience
Responsibilities	<ul style="list-style-type: none"> <li>➤ Credit &amp; Collections SME</li> <li>➤ Cash SME</li> <li>➤ SpiraTest Trainer</li> <li>➤ Conversion Mapping</li> </ul>
Prior projects(experience)	<ul style="list-style-type: none"> <li>➤ Key S&amp;S projects include: City of Anaheim, Unutil Service Corp, DeKalb County</li> </ul>
Education/Skills/Technical Skills	<ul style="list-style-type: none"> <li>➤ BPA Process</li> <li>➤ enQuesta Security</li> <li>➤ Reporting</li> <li>➤ Access &amp; MS Office Apps</li> <li>➤ SQL Queries</li> </ul>
Specific Prior Projects	
<p style="text-align: center;"><b>Metro Water (Nashville, TN) CIS Upgrade to v6</b></p>	<ul style="list-style-type: none"> <li>➤ Metro Water Services provides water and sewer service to over 300,000 customers in Nashville, TN. Christina was a key component in the recent project bringing Metro live on version 6 of the software.</li> </ul>
<p style="text-align: center;"><b>Unutil CIS Implementation</b></p>	<ul style="list-style-type: none"> <li>➤ Unutil provides electric and gas service to over 200,000 customers in the northeast. Christina led several pieces of this large, complex implementation over the course of two years.</li> </ul>





Brian Gottschalk – Senior Implementation Consultant	
Skills	Experience
Length of Time in Position	12 Years of enQuesta Implementation experience 23 Years of Utility Implementation experience
Responsibilities	<ul style="list-style-type: none"> <li>➤ Customer Service SME</li> <li>➤ Meter &amp; WO SME</li> <li>➤ Backflow specialist</li> <li>➤ Conversion Mapping</li> </ul>
Prior projects(experience)	<ul style="list-style-type: none"> <li>➤ Key S&amp;S projects include: Riverside Public Utilities, SEMCO Energy, Metro Water, Anaheim Public Utilities, Clarksville Gas and Water</li> </ul>
Education/Skills/Technical Skills	<ul style="list-style-type: none"> <li>➤ BA, History</li> <li>➤ Cognos Impromptu Certified</li> <li>➤ UNIX/LINUX</li> <li>➤ SQL Queries</li> <li>➤ enQuesta Business Process</li> </ul>
Specific Prior Projects	
<p style="text-align: center;"><b>Metro Water (Nashville, TN) CIS Upgrade to v6</b></p>	<ul style="list-style-type: none"> <li>➤ Metro Water Services provides water and sewer service to over 300,000 customers in Nashville, TN. Brian was a key component in the recent project bringing Metro live on version 6 of the software.</li> </ul>
<p style="text-align: center;"><b>City of Augusta, GA CityWorks Integration</b></p>	<ul style="list-style-type: none"> <li>➤ Augusta provides water, sewer and storm services to over 50,000 customers. In 2020, they upgraded their EAM solution to CityWorks and we tapped Brian to lead the comprehensive integration project.</li> </ul>

Russ Aubertine – Conversion Lead	
Skills	Experience
Length of Time in Position	20 Years of enQuesta Conversion experience
Responsibilities	<ul style="list-style-type: none"> <li>➤ Conversion process</li> <li>➤ Conversion management</li> <li>➤ End-to-end execution</li> </ul>
Prior projects(experience)	<ul style="list-style-type: none"> <li>➤ Key S&amp;S projects include: Anaheim Public Utilities, Lexington Sewer, Metro Water Services, Unutil Service Corp, EPB</li> </ul>
Education/Skills/Technical Skills	<ul style="list-style-type: none"> <li>➤ Degree in Electrical Technology</li> <li>➤ Meter-type (AMIR/AMI) specialty</li> <li>➤ Meter reading interfaces</li> <li>➤ Primary resource for most large S&amp;S conversion projects</li> <li>➤ Direct HTE/CentralSquare experience</li> </ul>
Specific Prior Projects	
<p style="text-align: center;"><b>City of Irving, TX CIS Implementation</b></p>	<ul style="list-style-type: none"> <li>➤ The City provides water, sewer and waste services to over 100,000 customers. Russ managed the conversion of the customer's data to enQuesta throughout the entire project lifecycle.</li> </ul>
<p style="text-align: center;"><b>Lexington, KY CIS Implementation</b></p>	<ul style="list-style-type: none"> <li>➤ The City of Lexington provides sewer billing for over 150,000 customers. Russ managed the conversion of data to enQuesta across this project.</li> </ul>



We expect the above resources to be the primary resources for the project. Still, additional S&S resources will be utilized throughout the project, in less intensive roles and based upon the project's final scope. This includes additional SMEs for the discovery, configuration and training portions of the project, additional technical resources during installation and Go-live, and developers for interface creation or development.

For example, below are the details of our Reporting Expert and our Senior Database Manager. Their involvement in the project will depend upon the need for S&S report creation and whether or not the County utilizes our cloud solution with full Managed Services. If needed, these resources will work intensively on the project for select periods of the overall implementation.

Rachel Smith – Reporting Lead	
Skills	Experience
<ul style="list-style-type: none"> <li>➤ Complex SQL writing</li> <li>➤ Numerous BI toolsets</li> <li>➤ Cognos Analytics SME</li> <li>➤ Billing and Consumption specialization</li> </ul>	<ul style="list-style-type: none"> <li>➤ 15 Years of BI experience</li> <li>➤ 8 Years of S&amp;S/enQuesta experience</li> <li>➤ Key S&amp;S projects include: Riverside Public Utilities, City of Atlanta, Clarksville Gas &amp; Water, Ventura Water</li> </ul>

Wendy Perry – Senior Database Manager	
Skills	Experience
<ul style="list-style-type: none"> <li>➤ Management and design of enQuesta database</li> <li>➤ Oracle BD up to 19c, SQL Server up to 2019</li> <li>➤ DB toolsets including TOAD, SQL Developer, Aqua Data, Sybase, DBeaver, NORAD, Unicenter TNG</li> <li>➤ Responsible for all aspects of DB administration and tuning</li> </ul>	<ul style="list-style-type: none"> <li>➤ 27 Years of DBA experience</li> <li>➤ 8 Years of S&amp;S/enQuesta experience</li> <li>➤ Performed DB tasks for all S&amp;S projects (installations and upgrades) over the past five years.</li> </ul>



## TAB 3 – Section B – Past Experience and Reference Checks

Provide five (5) references which demonstrate experience with similar projects and a demonstration of satisfactory project performance. Include project name, contact names, address, telephone number and email address. Information provided for each project shall include the following:

- Client name, address, telephone number and email address
- Description of services provided
- Time period of the project or Contract
- Was the proposing firm the prime consultant delivering the described services?
- What was the project budget?
- Was the project completed on time?
- Was the project completed within budget?
- Which proposed team members were team members of this project?

Failure to provide complete and accurate client information, as specified here, may result in disqualification of your Proposal. Submit a maximum of five (5) projects and not more than two (2) pages per project.

Please see our references on the following pages. Project budget information is kept confidential at the behest of our customers. The most recent major project for each listed reference was completed both on-time and on-budget, even those completed during the complications surrounding Covid-19. S&S is always the prime vendor on our major projects. Images covering each reference are available on the following pages, with a table of just the contact information available below so the County can copy & paste is needed:

Customer	Contact	Phone	Email
Atlanta, GA	Y. Felecia Clayton-Moses, Director	404-546-1286	<a href="mailto:fclayton@atlantaga.gov">fclayton@atlantaga.gov</a>
TMWA (Reno, NV)	Michelle Sullivan, CFO	775-834-8284	<a href="mailto:msullivan@tmwa.com">msullivan@tmwa.com</a>
South Bend, IN	Eric Horvath, Public Works Director	574-261-1631	<a href="mailto:ehorvath@southbendin.gov">ehorvath@southbendin.gov</a>
Irving, TX	David Cardenas, IT Director	972-721-2637	<a href="mailto:dcardena@cityofirving.org">dcardena@cityofirving.org</a>
Metro (Nashville, TN)	Shannon Frye, Director	615-862-4696	<a href="mailto:Shannon.frye@nashville.gov">Shannon.frye@nashville.gov</a>





## City of Atlanta Department of Watershed Management

**Y. Felecia Clayton-Moses, Director OCCBS**  
(404) 546-1286 | (770) 294-1695  
fclayton@atlantaga.gov

The City of Atlanta first became an enQuesta customer in 2005, when they were looking to replace their outdated, legacy solution with one that could grow with the city. The relationship has paid dividends for all sides. The city's forward-looking nature has brought about significant enhancements to the enQuesta solution, and the city has been able to adopt numerous game-changing technologies like the enQuesta Cloud, our Capricorn self-service portal and our enQuestaLink Mobile Work Management solution.

The City of Atlanta's solution set will be very similar to Hernando County's. Plus, our long-term investment in one of the nation's most significant cities will ensure that enQuesta continues to grow and provide powerful solutions long into the future.

<b>Billed Services</b>	Water/Sewer
<b>Active Accounts/Meters</b>	190,310
<b>Org Type</b>	Municipal Utility
<b>Address</b>	72 Marietta St. NW
<b>City/State/Zip</b>	Atlanta, GA 30303
<b>Deployment</b>	enQuesta Cloud
<b>Last Major Project</b>	enQuesta v6 Upgrade
<b>Project Start/End</b>	In Progress
<b>Primary Components</b>	enQuesta CIS, Capricorn CSS enQuestaLink MWMS InvoiceCloud Integration
<b>Project Manager</b>	Jeryl-Ann Butler



## TRUCKEE MEADOWS WATER AUTHORITY (RENO, NV)

**Michelle Sullivan - CFO**  
(775) 834-8284  
msullivan@tmwa.com

The Truckee Meadows Water Authority (TMWA) provides water services to the city of Reno, NV and the surrounding area. TMWA is one of our most recent partners, going live on enQuesta v6 in 2021. They chose S&S due to our advanced technology, functional completeness, and implementation commitment. The latter was evidenced when we maintained the project schedule despite the abrupt shift to remote work in 2020 due to the pandemic. Today, TMWA is one of our largest supporters, a testament to our organization and software.

TMWA uses both our Capricorn self-service portal and integration to InvoiceCloud for payments, so the solution in use will be very similar to what Hernando County will experience.

<b>Billed Services</b>	Water
<b>Active Accounts/Meters</b>	126,500
<b>Org Type</b>	Municipal Utility
<b>Address</b>	1355 Capital Blvd.
<b>City/State/Zip</b>	Reno, NV 89512
<b>Deployment</b>	enQuesta Cloud
<b>Last Major Project</b>	enQuesta v6 Implementation
<b>Project Start/End</b>	Q4 2019 /Q1 2021
<b>Primary Components</b>	enQuesta CIS, Capricorn CSS enQuestaLink MWMS
<b>Project Manager</b>	Wayne Darling Jr.



## THE CITY OF SOUTH BEND, IN



**Eric Horvath - Public Works Director**  
(574) 261-1631  
ehorvath@southbendin.gov

The City of South Bend, IN recently implemented enQuesta v6 through a desire to revolutionize their business processes and customer service offerings. They chose S&S as a partner due to our software's robust functionality, our comprehensive cloud offering and our experience with municipalities with a significant large client, like the University of Notre Dame. Through enQuesta, the city was able to expand their service offerings and greatly improve their overall level of customer service.

As a water utility of similar size, Hernando County's experience with enQuesta will be very similar to South Bend's. In fact, South Bend's legacy solution was CentralSquare/HTE, so this provides us with direct, recent experience in converting from the County's legacy solution to enQuesta.

<b>Billed Services</b>	Water/Sewer
<b>Active Accounts/Meters</b>	80,000
<b>Org Type</b>	Municipal Utility
<b>Address</b>	125 W Colfax Ave.
<b>City/State/Zip</b>	South Bend, IN 46601
<b>Deployment</b>	enQuesta Cloud
<b>Last Major Project</b>	enQuesta v6 Implementation
<b>Project Start/End</b>	Q4 2019/Q1 2021
<b>Primary Components</b>	enQuesta CIS, Capricorn CSS InvoiceCloud Integration
<b>Project Manager</b>	Fred Taylor



## THE CITY OF IRVING, TX



**David Cardenas - IT Director**  
(972) 721-2637  
dcardena@cityofirving.org

As a key piece of a growing metropolis, the City of Irving, TX needed a CIS partner that was as nimble and responsive as they are in order to meet the needs of the current customers and account for future growth. With S&S and our enQuesta CIS, Capricorn self-service portal and enQuestaLink Mobile Work Management solutions, we provided the perfect solution to suit all the city's direct needs. Having gone live within the past few years, the city is already looking forward to the features and functionality we're building for the next version of these solution.

In Irving, Hernando County will find a utility with very similar services and of a very similar size. Irving also takes advantage of our Capricorn portal and the enQuesta Cloud, both offered to the County to provide the ultimate CIS solution set.

<b>Billed Services</b>	Water/Sewer/Trash/Storm
<b>Active Accounts/Meters</b>	57,000
<b>Org Type</b>	Municipal Utility
<b>Address</b>	333 Valley View Ln.
<b>City/State/Zip</b>	Irving, TX 75061
<b>Deployment</b>	enQuesta Cloud
<b>Last Major Project</b>	enQuesta v6 Implementation
<b>Project Start/End</b>	Q1 2018/Q1 2019
<b>Primary Components</b>	enQuesta CIS, Capricorn CSS enQuestaLink MWMS
<b>Project Manager</b>	Jeryl Butler





## METRO WATER SERVICES (NASHVILLE, TN)

**Shannon Frye - Director**  
(615) 862-4696  
Shannon.frye@nashville.gov

Metro Water Services is a department of Nashville, TN, providing water services to the city and surrounding areas. Metro partnered with S&S back in 2010 in an effort to modernize their billing solution and feature set they could offer their customers. Over the past decade, Metro has expanded its S&S offerings to include our Capricorn self-service portal and our enQuestaLink Mobile Work Management solution. Metro has also been key in providing guidance regarding the evolution of our software to meet the emerging needs of modern utilities.

Like Hernando County, Metro used CentralSquare/HTE as their legacy solution, so S&S resources are well aware of the County's current pain points and how to rectify them with enQuesta.

<b>Billed Services</b>	<b>Water/Sewer/Storm</b>
<b>Active Accounts/Meters</b>	<b>221,633</b>
<b>Org Type</b>	<b>Municipal Utility</b>
<b>Address</b>	<b>1700 3rd Ave N.</b>
<b>City/State/Zip</b>	<b>Nashville, TN 37208</b>
<b>Deployment</b>	<b>On Premise</b>
<b>Last Major Project</b>	<b>enQuesta v6 Upgrade</b>
<b>Project Start/End</b>	<b>Q3 2019   Q3 2020</b>
<b>Primary Components</b>	<b>enQuesta CIS, Capricorn CSS enQuestaLink MWMS</b>
<b>Project Manager</b>	<b>Bob Campbell</b>





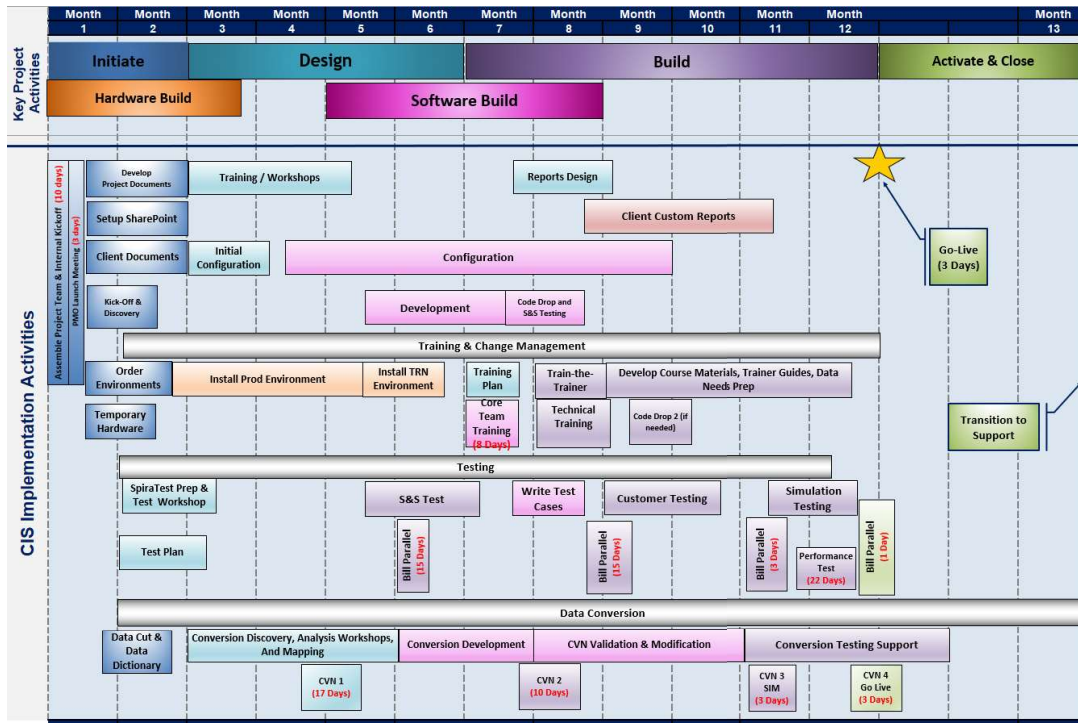
### TAB 3 – Section C – Planned Approach to Project and Defined Timelines

Proposers are required to submit samples of support planning deliverables. The successful Proposer will be responsible for assisting the County in such tasks as planning, preparation, pre go-live issue resolution, conversion, post go-live issue resolution, communications, etc. during the weeks leading up to and the weeks/months shortly after go-live. The Proposer should describe the resources, approach and plans that will be used to assist the County during this critical time in the project. Submit a maximum of ten (10) pages for this section.

S&S has a defined, iterative implementation process called enQuesta Elevate, which we will utilize to bring the County live on enQuesta. This response section contains an overview of the process within the page limit. More details on the individual tasks and certain aspects of the implementation, like our conversion process, can be found in direct response to questions in Exhibit A. The enQuesta Elevate process is a comprehensive methodology that provides significant advantages over other vendors currently operating in the market:

- Elevate utilizes enQuesta standard processes to expedite the configuration process. We take advantage of the Discovery process to document your requirements and will configure the solution to meet your needs utilizing the processes already standard in enQuesta.
- We know your day jobs aren't going away during a year-long project, so we've included hours to ensure S&S performs the "heavy lifting" on the project during each stage. While County effort will always be required, with Elevate, that requirement is significantly less than with our competitors.
- We've successfully converted several recent customers from CentralSquare/HTE, so we have a full understanding of all the complexities and potential risks involved with the County's specific project. Additionally, one of these recent customers, the City of South Bend, Indiana, contracted our experts to also do the data extraction and cleansing from HTE, so you'll find no organization with a better mastery of your legacy solution than S&S.

Based upon the available information, S&S is proposing an initial timeline for tasks as follows:



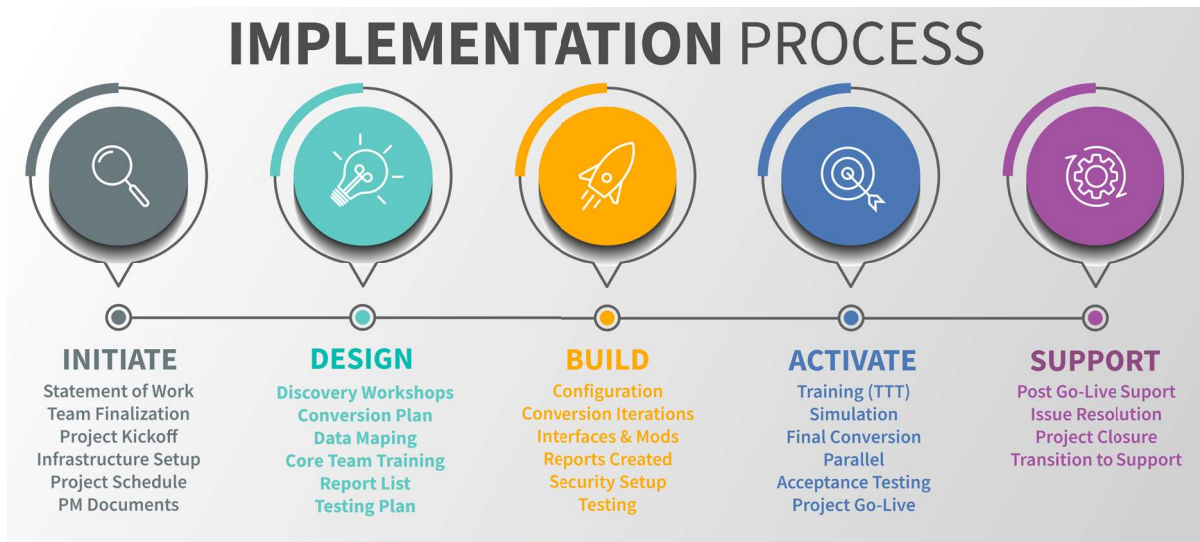


**enQuesta Elevate Overview**

To bring the County live on enQuesta, we will utilize the enQuesta Elevate Process, a methodology we developed to ensure implementation success, focused on delivering the product on time, on budget and within the expected scope. After each successful implementation of the software, we hold a series of meetings with the project members from all sides to gather information on the areas of complete success and areas where improvement could be developed. We then re-work the methodology, taking this information, along with emerging industry and technology trends, into account. The result is an iterative methodology built upon success and focused on meeting the needs of our customers.



We break our methodology down into four main phases (Initiate, Design, Build & Activate), followed by a support period. By organizing the multitude of individual tasks into this simple structure, it helps provide clarity to all stakeholders into the overall project. Note that some larger tasks, like data conversion, span across phases.





# INITIATE PHASE

The Initiate Phase establishes the pathways of success for the rest of the project. The Statement of Work and Project Plan/Schedule are finalized and submitted to the County. Both teams will also finalize the physical resources that will participate in the project. The S&S PM completes the various plans for the project (Resource Plan, Communication Plan, Risk Plan, etc.), and S&S holds the initial online project kickoff activities. In a hosted solution, which we are proposing for the County, S&S will set up the project infrastructure and begin the software installation.

Project Area	Activities	Deliverables & Milestones
Project Management	<ul style="list-style-type: none"> <li>➤ Project launch meeting with both PMs</li> <li>➤ Develop Project Schedule and Project Charter for review and finalization</li> <li>➤ Assemble and finalize project teams</li> <li>➤ Develop official roles and responsibilities across the project</li> <li>➤ Develop initial risk management, change management and communication management documents and strategies</li> <li>➤ Define remote implementation toolsets</li> <li>➤ Hold project kickoff activities with both teams and the Executive Steering Committee</li> <li>➤ Develop reporting structure for PM meetings</li> <li>➤ Develop communication meeting schedule for the duration of the project</li> </ul>	<ul style="list-style-type: none"> <li>➤ Project tool access</li> <li>➤ Project communication tools finalized</li> <li>➤ Teams finalized</li> <li>➤ Roles and Responsibilities defined</li> <li>➤ Project schedule/plan</li> <li>➤ Risk, Change and Communication plans</li> <li>➤ Project Charter</li> <li>➤ Project kickoff</li> </ul>
Analysis & Configuration	<ul style="list-style-type: none"> <li>➤ Business process discovery initiation during kickoff</li> <li>➤ Plan to configure to requirements using enQuesta best practice processes</li> </ul>	<ul style="list-style-type: none"> <li>➤ Current process requirements</li> </ul>
Technology	<ul style="list-style-type: none"> <li>➤ Develop solution infrastructure plan</li> <li>➤ Design infrastructure diagrams</li> <li>➤ Install and provide access for project tools</li> <li>➤ Procure PaaS and IaaS resources from provider</li> <li>➤ Establish initial enQuesta environments</li> <li>➤ Initial enQuesta software installation</li> <li>➤ Assist in VPN deployment</li> </ul>	<ul style="list-style-type: none"> <li>➤ Infrastructure plans and diagram</li> <li>➤ VPN requirements and information</li> <li>➤ enQuesta environments</li> <li>➤ enQuesta software installed</li> </ul>



# DESIGN PHASE



In the Design Phase, S&S works with the County to ensure the solution meets or exceeds the project's requirements and lays the groundwork for the final stages of the project. During the Design Phase, S&S will deliver Training Workshops. The objective is to introduce Project Team Members to the basic use and navigation of enQuesta and provide a conceptual understanding of how enQuesta operates. With this knowledge, the County can participate in discussions and make decisions surrounding enQuesta's best-practice business processes, conversion data mapping, and reporting. Outcomes of the Design Phase are acceptance of the enQuesta standard workflows, data mapping documentation, and business requirement specifications for any out-of-scope modifications or interfaces. Completing these critical steps allows for effective and efficient configuration of the enQuesta application.

Project Area	Activities	Deliverables & Milestones
Project Management	<ul style="list-style-type: none"> <li>➤ Maintain project plan</li> <li>➤ Update project schedule as needed</li> <li>➤ Ongoing risk assessment</li> <li>➤ Regular meetings according to the communication plan</li> <li>➤ Resource assessment</li> </ul>	<ul style="list-style-type: none"> <li>➤ Project plan maintenance</li> <li>➤ Regular meetings according to communication schedule</li> <li>➤ Reporting to Executive Steering Committee</li> </ul>
Analysis & Configuration	<ul style="list-style-type: none"> <li>➤ Design detailed agenda for the Discovery Workshops</li> <li>➤ Complete Discovery Workshops</li> <li>➤ Provide to-be process documentation based upon the results of the sessions</li> </ul>	<ul style="list-style-type: none"> <li>➤ Discovery agenda and workshops</li> </ul>
Technology	<ul style="list-style-type: none"> <li>➤ Install and provision all non-enQuesta servers: Cognos Analytics</li> <li>➤ Review and approve initial environment stability</li> <li>➤ Security environment setup</li> </ul>	<ul style="list-style-type: none"> <li>➤ Non-enQuesta servers</li> </ul>
Conversion	<ul style="list-style-type: none"> <li>➤ Conversion plan finalized and delivered</li> <li>➤ Receive initial data mapping documentation from the Customer</li> <li>➤ Review customer's expected extract routines</li> <li>➤ Initial conversion iterations (not complete conversions)</li> </ul>	<ul style="list-style-type: none"> <li>➤ Conversion plan</li> <li>➤ Initial documents review</li> <li>➤ Initial conversions of select accounts and types</li> </ul>
Modifications, Interfaces and Reports	<ul style="list-style-type: none"> <li>➤ Perform workshops to confirm requirements of all requested interfaces and modifications</li> <li>➤ Develop Business Requirements Documents (BRD) that fully define the functionality of the interfaces and modifications</li> </ul>	<ul style="list-style-type: none"> <li>➤ Interfaces and Mods workshops</li> <li>➤ BRDs</li> <li>➤ Master report catalog</li> </ul>
Training	<ul style="list-style-type: none"> <li>➤ Perform Core Team training (workshops)</li> <li>➤ Perform admin training</li> <li>➤ Create Training Plan – Train-the-Trainer workshops</li> </ul>	<ul style="list-style-type: none"> <li>➤ Core Team training</li> <li>➤ Training plan</li> <li>➤ Admin training</li> </ul>
Testing	<ul style="list-style-type: none"> <li>➤ Develop a testing plan for the rest of the project</li> <li>➤ Provide standard enQuesta test scripts</li> <li>➤ Assist in developing functional and integration test scripts</li> <li>➤ Review and approve functional and integration test schedule</li> </ul>	<ul style="list-style-type: none"> <li>➤ Testing plan</li> <li>➤ Standard test scripts</li> </ul>





# BUILD PHASE



In the Build Phase, the enQuesta environment is set up to enable the standard workflows. Conversion programming continues across several iterations, development of interfaces is underway, and S&S codes any agreed-upon modifications. The County executes testing on all core business processes, and S&S provides unit testing for all agreed-upon modifications, interfaces, and converted data. If S&S is contracted for report creation, the reports identified as in-scope are created or delivered. Training on our ad-hoc reporting/Cognos is performed. S&S resources will establish the functional security of the solution and will work with the County IT/Admins to set up user security levels. This phase concludes with the development of a detailed Go-Live Plan.

Project Area	Activities	Deliverables & Milestones
Project Management	<ul style="list-style-type: none"> <li>➤ Maintain project plan</li> <li>➤ Update project schedule as needed</li> <li>➤ Ongoing risk assessment</li> <li>➤ Regular meetings according to the communication plan</li> <li>➤ Resource assessment</li> </ul>	<ul style="list-style-type: none"> <li>➤ Project plan maintenance</li> <li>➤ Regular meetings according to communication schedule</li> <li>➤ Reporting to Executive Steering Committee</li> </ul>
Analysis & Configuration	<ul style="list-style-type: none"> <li>➤ Training on configuration</li> <li>➤ Assist in continuing configuration activities like letter generation, financial configuration and rate configuration</li> <li>➤ Provide standard bill print format</li> </ul>	<ul style="list-style-type: none"> <li>➤ Initial configuration training</li> <li>➤ Items for ongoing configuration</li> </ul>
Technology	<ul style="list-style-type: none"> <li>➤ Monitor and optimize solution environments</li> </ul>	<ul style="list-style-type: none"> <li>➤ Regular updates on stability and performance of the solution</li> </ul>
Conversion	<ul style="list-style-type: none"> <li>➤ Continue conversion iterations prior to functional and integration testing</li> <li>➤ Bill parallel for conversions</li> <li>➤ Test for readiness post-conversion</li> </ul>	<ul style="list-style-type: none"> <li>➤ Completed conversions</li> </ul>
Modifications, Interfaces and Reports	<ul style="list-style-type: none"> <li>➤ Develop modifications according to created BRDs</li> <li>➤ Unit test of modifications</li> <li>➤ Develop interfaces according to created BRDs</li> <li>➤ Determine 3<sup>rd</sup> party required involvement</li> <li>➤ Unit test interfaces</li> <li>➤ Develop agreed-to reports</li> </ul>	<ul style="list-style-type: none"> <li>➤ Completed code for modifications</li> <li>➤ Completed code for interfaces</li> <li>➤ Required reports</li> </ul>
Training	<ul style="list-style-type: none"> <li>➤ Finalize training schedule and user matrix</li> <li>➤ Deliver training materials</li> <li>➤ Document Designer training</li> <li>➤ enQuesta Analytics training</li> <li>➤ Perform train-the-trainer workshops</li> </ul>	<ul style="list-style-type: none"> <li>➤ Completed train-the-trainer training</li> </ul>
Testing	<ul style="list-style-type: none"> <li>➤ Functional testing kickoff and assistance</li> <li>➤ Integration testing assistance</li> <li>➤ Assistance and issue remediation</li> </ul>	<ul style="list-style-type: none"> <li>➤ Functional testing complete</li> <li>➤ Integration testing complete</li> </ul>



## ACTIVATE PHASE



In the Activate Phase, the county's trainers deliver final training on the solution. S&S and the County will perform a simulation of the software, which includes a full data conversion followed by a production simulation of enQuesta business processes. The goal of simulation will be to balance legacy system production results with enQuesta simulation results and assess the readiness of the County's organization by testing the skills and knowledge of users with the enQuesta standard workflows. Once successful, the County is brought live on enQuesta and is expected to perform the daily business operations. The County will assume ownership of the application. After a successful week, the County will move to the Post Go-Live support period.

Project Area	Activities	Deliverables & Milestones
Project Management	<ul style="list-style-type: none"> <li>➤ Maintain project plan</li> <li>➤ Update project schedule as needed</li> <li>➤ Ongoing risk assessment</li> <li>➤ Draft Simulation plan and schedule</li> <li>➤ Draft Go-Live plan and schedule</li> <li>➤ Draft project close document</li> </ul>	<ul style="list-style-type: none"> <li>➤ Simulation plan</li> <li>➤ Go-Live plan</li> <li>➤ Various runsheets</li> <li>➤ Project close document</li> <li>➤ Go/No-go decision</li> </ul>
Go-Live Tasks	<ul style="list-style-type: none"> <li>➤ Support for UAT</li> <li>➤ Issue remediation as needed from UAT and Simulations</li> <li>➤ Numerous activities as defined in the Go-Live plan and runsheet</li> <li>➤ Monitor/check manual tasks after Go-Live</li> </ul>	<ul style="list-style-type: none"> <li>➤ Simulations complete</li> <li>➤ Go-Live complete</li> </ul>
Technology	<ul style="list-style-type: none"> <li>➤ Prepare the environments for Go-Live</li> <li>➤ Complete all VPN requirements</li> <li>➤ Configure interfaces as needed</li> <li>➤ Performance tuning as required</li> <li>➤ Ongoing monitoring</li> </ul>	<ul style="list-style-type: none"> <li>➤ Live enQuesta environments ready for use of the system</li> <li>➤ Monitoring reports</li> <li>➤ Performance tuning</li> </ul>
Conversion	<ul style="list-style-type: none"> <li>➤ Complete the required simulation conversion</li> <li>➤ Simulation reconciliation and parallel</li> <li>➤ Go-Live conversion</li> </ul>	<ul style="list-style-type: none"> <li>➤ Simulation conversion</li> <li>➤ Go-Live conversion</li> </ul>

## SUPPORT PHASE



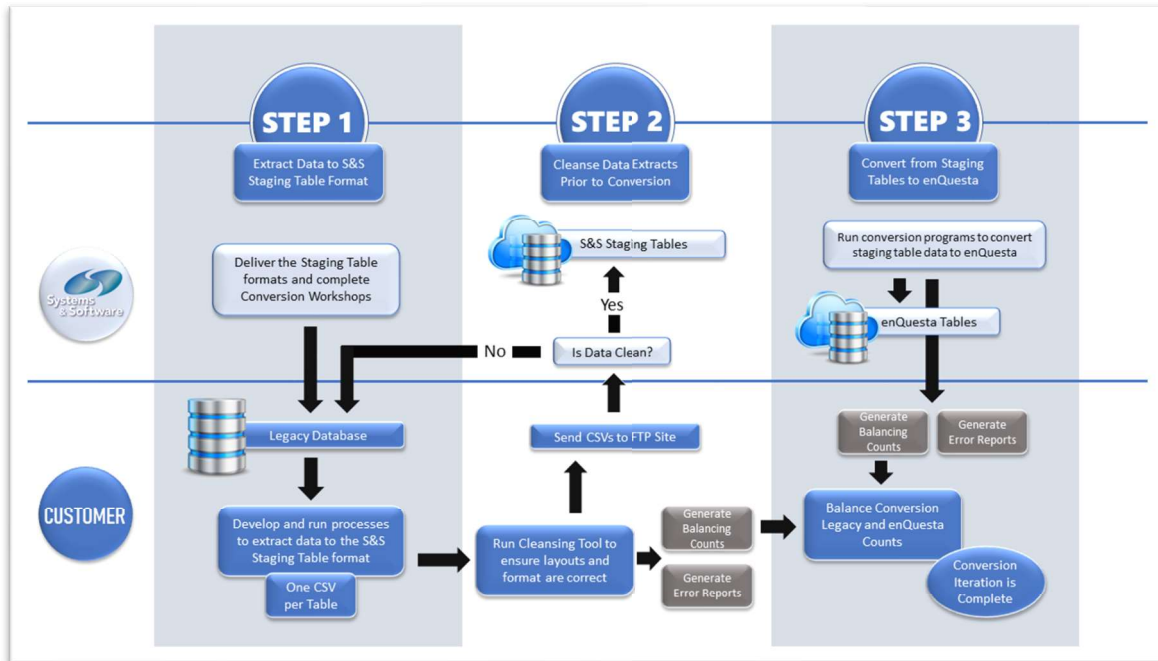
Support of the solution begins after a successful Go-Live. The S&S Project Team will actively support the solution for three months. After this period, a handoff meeting will occur where the County will transfer to our long-term support department, and the project will be officially closed. In most cases, S&S Support resources begin to take an active role during the Post Go-Live period, so often, this handoff is more ceremonial than functional, as a working relationship between the County and our Support Team will already exist.

Project Area	Activities	Deliverables & Milestones
Project Management	<ul style="list-style-type: none"> <li>➤ Maintain project plan and outstanding deliverables</li> <li>➤ Provide weekly or monthly status reports</li> <li>➤ Monitor and update project close document</li> </ul>	<ul style="list-style-type: none"> <li>➤ Project Close</li> </ul>
Implementation Tasks	<ul style="list-style-type: none"> <li>➤ Ongoing support of outstanding issues on the project close document</li> <li>➤ Day-to-day operational assistance</li> </ul>	
Technology	<ul style="list-style-type: none"> <li>➤ Ongoing monitoring in accordance with the level of managed services provided in the support agreement</li> </ul>	<ul style="list-style-type: none"> <li>➤ Ongoing support</li> </ul>



**Data Conversion:**

S&S has an iterative, robust process for migrating customers onto the enQuesta solution, one that we have utilized to migrate several large customers from HTE/CentralSquare to enQuesta. The process begins with developing the Conversion Plan, which will fully define the expected conversion activities, deliverables, included data, and issue resolution paths. S&S will lead the development of this important document with the County’s assistance and approval. Then, S&S will provide education on the required staging tables that hold the data in its migration between the systems. Understanding these tables and their importance is crucial for the joint sessions to prepare for data mapping.



Once data mapping is complete, our 3-step conversion process described in the above image begins. The County resources will extract data into CSV files that correlate with enQuesta staging tables that S&S will use to load the data into enQuesta. S&S will provide data cleansing and balancing reports, along with validation tables, to the County after each iteration. S&S will perform two conversions for the County, followed by a Simulation conversions and the Go-Live conversion. If the County desires, S&S can also be contracted to perform most of the “Customer” tasks above, as we have done this for other CentralSquare/HTE customers. A detailed conversion task list is available in Section 2 of Exhibit A.

**Training:**

During the implementation, S&S will provide the following training and train-related services:

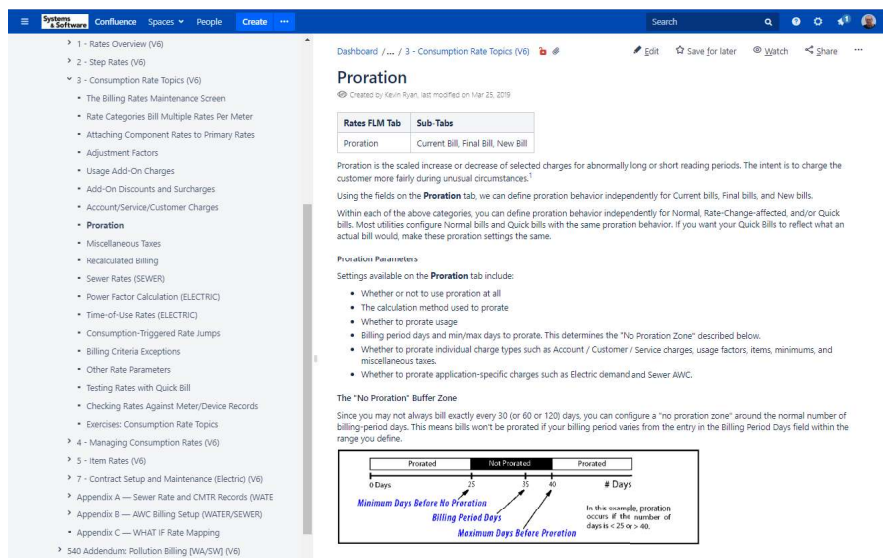
- **Creating a Training Plan** – The S&S PM, working with the County PM, will craft a training plan during the earliest stages of the implementation. This will define all required training based upon the agreed-upon project scope. The two teams will also create a training matrix that details all resources and their course requirements to ensure that all employees receive the training they need to utilize enQuesta.



- **Core Team Functional Training** – S&S SMEs will give direct training to the County Core Team early in the implementation. This will be done through train-the-trainer workshops.
- **Admin/Security Training** – S&S will provide direct training to the County’s admins (usually IT staff, but not always). This training will cover general enQuesta administration and enQuesta security. If an on-premise deployment option is selected, additional training on the solution infrastructure will be provided.
- **Cognos Training** – S&S will train your report writers and general Cognos users on how Cognos interacts with enQuesta and general report creation.
- **Tools Training** – S&S will provide any required training on tools or processes used during the implementation, such as SpiraTest, Jira or our conversion process tools. S&S includes licenses for use and training for all required tools.
- **Train-the-Trainer Training** – S&S will provide classroom or remote training for the County’s trainers to provide them with all the knowledge they need to perform end-user training for the County’s staff.
- **End-User Training** – The County’s trainers will perform end-user training, but S&S will be available to assist as needed.

After the implementation, S&S also provides several avenues for continued education

- **My eSpace portal** - S&S maintains a robust, Confluence-based customer portal called “My eSpace,” containing all our documentation. When we create new features or update existing features, we upload updates to all associated documentation to this site, where all customers can access it at any time.



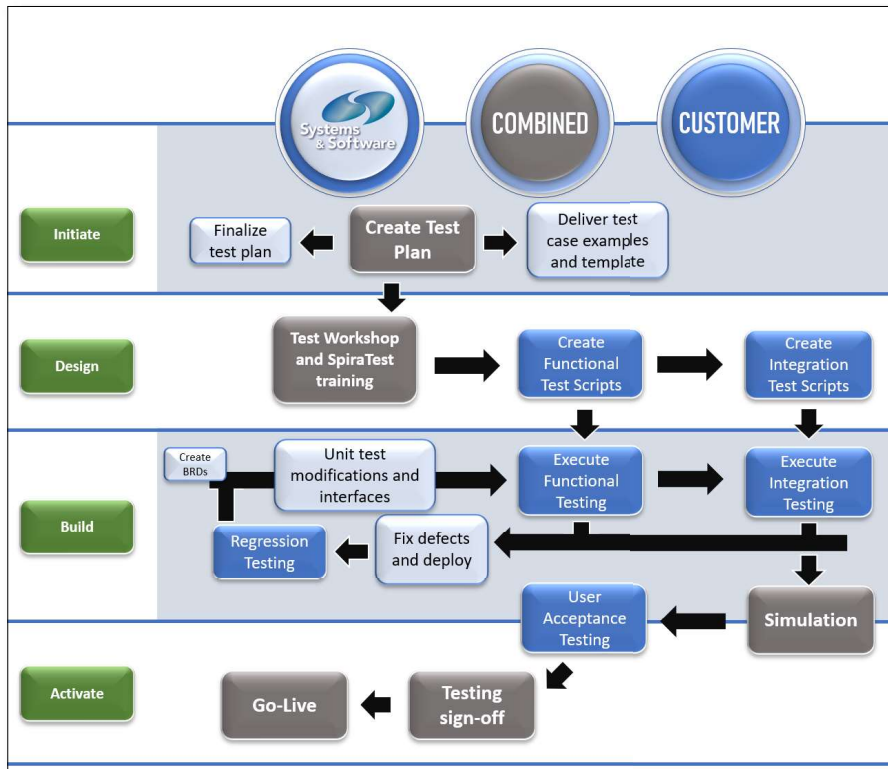
- **User Groups/Training Conference** – S&S holds annual User Group conferences at a customer’s site and an annual User Training Conference. Both multi-day conferences include significant training courses and opportunities.
- **Regular Remote Courses** – S&S Support distributes regular recorded training sessions through My eSpace to give our customers more in-depth looks into some enQuesta modules and processes.



- **Contracted Training** – S&S can always be contracted for additional training, either remote or onsite.

**Testing:**

Testing is an iterative process when implementing enQuesta, with responsibilities residing on S&S and the County. S&S has invested heavily in our internal QA department, including the addition of hundreds of automated enQuesta tests that run on each and every build we create during the implementation, to make the testing process as easy as possible for our customers. All tools required for testing are provided by S&S. The testing process is as follows:



The four phases of testing generally coincide with the four major phases of the overall implementation (Initiate, Design, Build, Activate), but some overlap may be present. The major aspects of each testing phase are below:

- **Initiate** – S&S and the County PMs will work jointly on finalizing the test plan, which will govern the testing process. S&S will create the final plan and submit it to the County for review. S&S will also deliver test case examples and test case templates.
- **Design** – S&S will deliver workshops on SpiraTest, our test and issue tracking toolset. Licenses for the County’s use of the tool are included. The County resources will utilize the sample scripts and template to create the actual test scripts used in Functional and Integration testing.
- **Build** – S&S provides testing for all modifications and interfaces. S&S also manages any required fixes for issues discovered during the testing phases. The County will provide the





corrections' functional, integration and regression testing. During the Simulation, the County will perform User Acceptance testing on the total solution.

- **Activate** – S&S will create the Go-Live plan, which includes a sign-off from the County once User Acceptance Testing is complete.

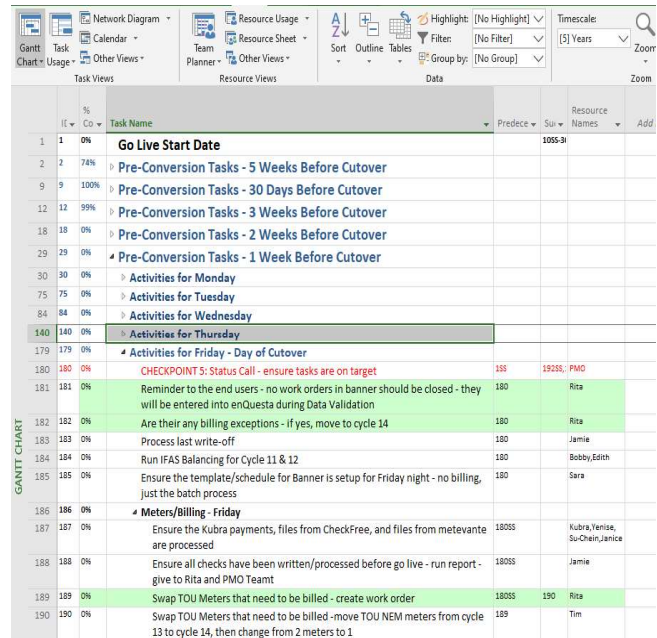
**Simulation and Go-Live:**

In the weeks before the scheduled Go-Live date, S&S and the County will perform a simulation of the complete solution. The purpose of Simulation is twofold: One is to provide a mock Go-Live cutover and simulation of the system in action, including a complete conversion, balancing and parallel. Two is to allow for County-led User Acceptance Testing, which usually includes “day in the life” testing to ensure workflows are operating as required. S&S will also perform any performance tuning on the database and infrastructure during this period. A successful Simulation will be the last major step prior to Go-Live.

The purpose of Go-Live is to initiate use of the Solution in day-to-day operations of the County and to cease use of the legacy system. The Go-live conversion and tasks included in the Go-live cutover schedule will be implemented, executed and completed by both the County and S&S, as assigned in the Go-live schedule, including each Go/No Go decision point.

During this activity, all components of the S&S Total Solution will be migrated to the Production Environment supported by the agreed-upon tools and procedures.

The legacy system will cease to be used for day-to-day operations but may continue to operate for reference or research purposes as deemed necessary by the County. The ongoing support and maintenance of the legacy system will continue to be the responsibility of the County following Go-live.



Following a successful Go-Live, S&S will provide the agreed-upon three months of onsite, Post Go-Live support from our implementation team. After that, the County will be supported by our Support Department.



### TAB 3 – Section D – System Functionality and Security/Technology Compliance

The Proposer must convert all utility billing data into new utility billing software, including all historical consumption and financial data. System functionality is to be designed with ease of comprehension and operation for all end users of the customer information system, account management and financial modules. A test period is to be provided prior to “go live” to vet conversion is accurate with time allowance for any additional system modifications unique to Hernando County Utilities’ requirements and needs. The utility billing system functionality must harmoniously integrate with other viable software applications utilized for utility billing and account management processes. Proposer musts provide in detail the software and hardware platforms required; hosted on or premise; specific to all prescribed security compliance and adherence protocols as determined by Hernando County Information Technology Department and divulge any vulnerabilities that were diagnosed and addressed with previous software deployments. Submit a maximum of ten (10) pages for this section.

S&S will utilize this section of the response to provide information on the capabilities of our solution, along with the underlying technology and enhanced security. Details on our conversion and testing processes are available in the previous section, and more detail on these processes is provided later, in Section 2 of Exhibit A.

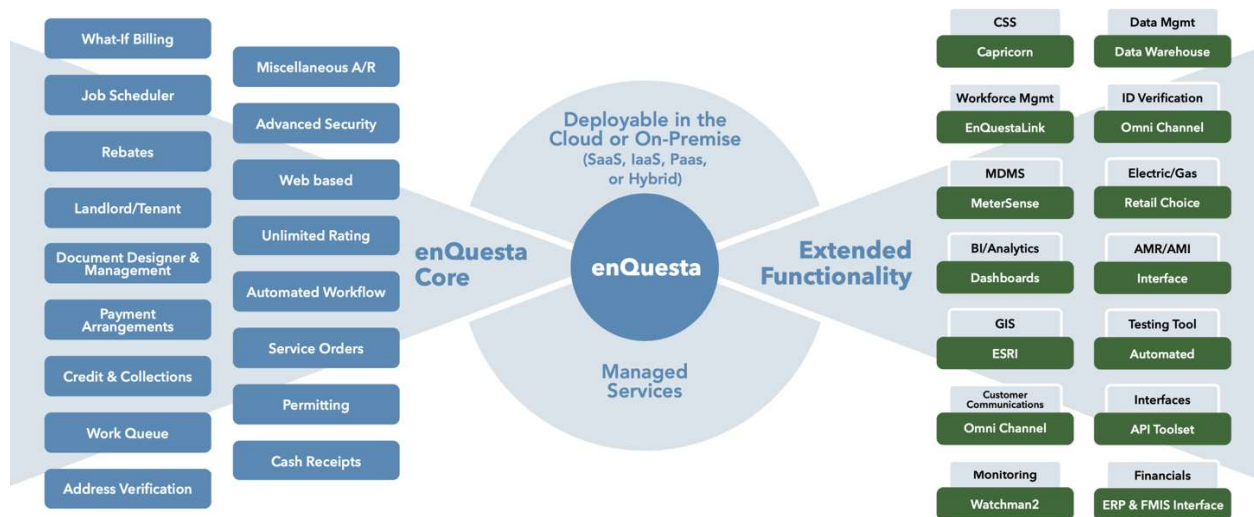


## enQuesta Overview

enQuesta is a complete utility billing and customer information system designed to be the centerpiece of the combined technological solutions utilities use to manage their operations. What started over forty years ago as a text-based, simple billing system has evolved into the most robust, intuitive and comprehensive utility billing solution on the market. enQuesta leads the industry when it comes to customer management options, rate flexibility and collections processes, and we continue to expand and adapt our solution to meet the ever-changing needs of our customers.

## enQuesta Functionality

No solution can better handle all the various needs of a modern utility billing and customer information system than enQuesta. The solution provides a robust customer and inventory management system, allowing you to completely track the people and items that make up your operation. It then seamlessly turns inputted reads into accurate bills, with numerous checks and balances to ensure the bills are correct. Once the bills are out, the solution completely manages a customizable collections process, including the ability to alter the rules for individual accounts for items such as manual investigations and promise-to-pay.



## enQuesta Integration

Through it all, enQuesta leverages its service-oriented architecture to interact with other solutions. This architecture allows enQuesta to easily integrate with just about any solution and operate as your customer system of record for all your ancillary solutions and systems. Over the years, we've integrated enQuesta with hundreds of financial, HR, IVR, meter reading, AMR, AMI and various other systems that you need to operate. The result is an overall solution that feels like one system, rather than a patched-together group of disparate systems, all because of the power of enQuesta. On the following page is a sample of just some of our integration possibilities. S&S has included our base interfaces to all the County's systems listed in the addenda as a part of this proposal.







## enQuesta Modules

Below are the major enQuesta modules and their functions. These modules are all inherently connected with in enQuesta, with the same look, feel and operation.



### ACCOUNT MANAGEMENT

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

### UTILITY BILLING

The Billing module automates the processes necessary to bill your electric, water, gas, storm and wastewater customers, beginning with the online edit and through the bill calculation update. This module will provide billing functionality to meet your water budget, net metering, time-of-use, and complex billing needs. In addition, this module provides Smartgrid-enabled billing with features like on-demand billing. This module also provides for the billing of secondary services, like fire lines.



### AUTOMATED WORKFLOW

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

### ENQUESTA SECURITY

enQuesta is architected specifically to ensure our customer's data is as secure as possible, and the Security module helps ensure that by providing utility admins with granular controls over user permissions. This module organizes permissions in a group-based manner, allowing employees to be easily assigned standard permissions, or quickly establishing specific rules for power users. Through this module, admins can control items such as how long until timeouts occur, password requirements, account creation and removal, or admins can force password resets if needed.







## DOCUMENT DESIGNER

The enQuesta Document Designer is a graphical tool which supports the creation and editing of complex documents in an intuitive environment. It allows business users to visually create and edit complex documents such as bill prints, work orders and notices with no programming skills required. The Document Designer can also be used to send bills and/or letters and work orders through email and print simultaneously, using the same process.

## CHANGE REGISTER

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



## FINANCIAL MANAGEMENT

The Financial Management module provides for financial transactions occurring outside of the standard billing and collections processes. Through this module, utilities are able to process adjustments which include monetary-based, usage-based, cancel/rebills, late pay reversals and payment transfers. A full audit trail is maintained for each adjustment process.

## CREDIT & COLLECTIONS

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





## NEW SERVICE

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

## POS MANAGEMENT

Our payment processing module provides the ability to post real-time payments to your customer accounts and can work in conjunction with a utility's external payment provider. This module allows the processing of single or multiple payment types across single or multiple accounts. It also allows for the processing of miscellaneous cash items for both the utility and non-utility customers, in conjunction with our Miscellaneous AR module.



## DEVICE MANAGEMENT

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

## ADMIN PORTAL

Through the Administrator's Portal, various aspects of the solution can be configured, including: user-specific layout of the Inquiry Portal, field labels, process assistance help content, smart URL configuration points, and more. The portal also provides access to various levels of configuration to provide minor alterations to the solution without requiring S&S assistance.







## ENQUESTA REPORTING

enQuesta's Standard Reports module provides a library of production reports to be used in conjunction with all the other modules. These reports have various input options allowing users to obtain the results they are specifically looking for. The enQuesta Query Layer offers an additional level of reporting resolution with the ability to access ad-hoc reports via a secure portal. The embedded Cognos Analytics allows for ad-hoc reporting, custom dashboards, and custom reports, all with visualization tools to assist in ensuring the final report provides the required level of insight into the data.

## JOB SCHEDULER

The Job Scheduler module allows utilities to schedule key processes, taking away the need for human intervention. The Job Scheduler UI displays a forecast of pending jobs, as well as status indicators for jobs in-flight. This module also supports the automatic notification of alerts to key utility resources. The enQuesta scheduler currently automates a number of billing processes, Cognos reports, and collections processes, as well as GL and Trial Balance processes.



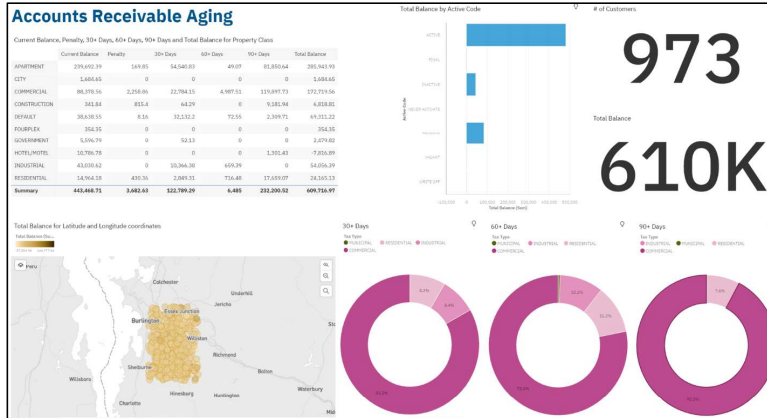
### Included Integrations

S&S is including the following integrations as a part of our pricing. S&S will utilize our standard integrations for integration listed below unless otherwise discussed and contracted. Note that with limited information regarding these integrations and the County's needs, some additional scoping may need to be done. S&S has also included a letter of recommendation from InvoiceCloud, a long-time partner of S&S. This is included at the end of the proposal adjacent to our sample contracts.

- eFinance Plus
- InvoiceCloud
- GIS
- Property Appraiser
- Metavante
- Cathedral
- Lucy
- Lockbox/Batch payments

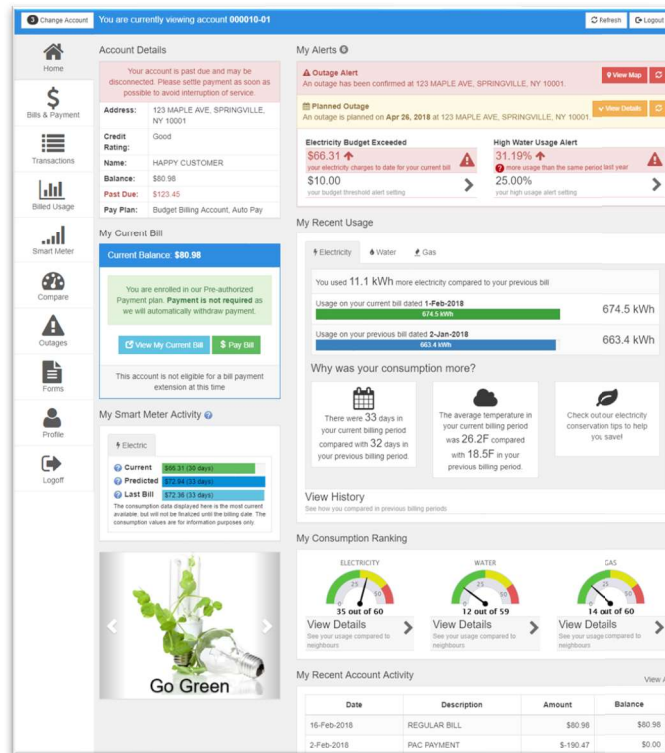
### Cognos Analytics

As a part of our overall proposal, we are including Cognos Analytics, our preferred report writing and business analytics tool. We've utilized Cognos to provide deep insight into our customer's data sets for over a dozen years and have it in place at almost every customer. In addition to our numerous standard reports and simple reports exported from our Advanced Search tool, Cognos provides for ad-hoc and complex reporting, including the generation of data visualizations and charts. Below is a sample of the kinds of dashboards you can create in Cognos. Licensing for Cognos for use with enQuesta, and training on the toolset is included in our proposed pricing.



**Capricorn Customer Portal**

Since we first released Capricorn to our customers in 2018, it's been the fastest-adopted major module in our history. Between the portal's power and our experts who have installed it at various utilities, the County will get the self-service solution you've been looking for. Capricorn allows customers to interact with the utility on their terms for billing, payment and usage information. Our Smart Forms also allow significant interaction by giving them the power to start approved types of work orders.



**enQuesta Security**

enQuesta has robust security controls: within the software, within the cloud datacenter, and within our software design process. Every step along the way, from concept to execution, we empower





our employees to make smart, timely decisions regarding the security of our solution. Access to enQuesta is role-based, we utilize KeyCloak for advanced security functionality, and encryption of sensitive data is standard (at rest and in transit). Please see our value information on the next page for more details of how we ensure enQuesta is the most secure solution available.

### **S&S Documentation**

S&S maintains a complete repository of all our manuals and documentation, called My eSpace. This Confluence-based portal allows our customers to have access to all documentation at any time. This includes manuals for all major modules, training course guides and tests, frequently asked questions, and much more. The solution has a simple, Google-like search feature, so finding information never takes more than just a few moments.

### **Value**

While the solution as described will provide for reimagining how the County provides customer service, S&S would like to take a little more time to highlight just some of enQuesta's differentiators. When taken all together, the complete enQuesta solution will truly revolutionize how you do business.

#### **EASE-OF-USE**



Sheer intuitiveness is at the core of our UI/UX redesign. By collaborating and directly using Google Material Design standards, our goal is to give our users the same feel as using any simple and refined Google-based solution. We are also mindful that utilities are facing an increasingly evolving workforce. As such, we wanted to create a CIS that made your new-user onboarding experience a breeze while ensuring that current enQuesta veterans still feel at home with little to no learning curve.

#### **PRODUCTIVITY BOOST**



**WEB:** V6 is a full, end-to-end web-browser solution both deployable on-premise or on the Cloud, which means no more juggling of client installs/configs by individual workstations.

**NAV & SEARCH:** Navigating & finding any type of information within the CIS has never been easier; we've adopted the same "Instant-Search" framework technology that other market leaders (e.g. Facebook, Microsoft & IBM) use. Regardless of how little or how much information you have, rest assured that you will be able to find what you are looking for faster than ever before. Instant-Search will help you locate anything from a customer account record to a specific service order from years past or even an enQuesta process.

**PERFORMANCE:** We've also re-engineered our solution for optimum performance, giving it the ability to take a traditional billing cycle batch and run it behind the scenes as several micro-batches automatically, resulting in significantly faster completion times.

**JETTISON:** By creating a feature called Jettison, we've now given the ability for the billing engine to auto-pull a bad account(s) and continue processing the rest of the batch, which eliminates manual intervention and lost time.

**SCHEDULING:** Powerful auto-scheduling features are now also at your disposal. We've added functionality to allow all enQuesta batch processes to be run by the scheduler. Furthermore, some processes, such as billing, can now be configured to run in a reoccurring fashion eliminating the need for any manual entry.

#### **FLEXIBILITY**

We're very conscientious that, perhaps based on a user's role or position within the utility, not everyone uses enQuesta the same way and for the same purpose. As such, we've



created a powerful and flexible interface allowing the user to leverage our best-practice recommendations or decide to customize their own user interface and dashboard, based on what they care most about (permission based). A supervisor may even decide to create a best-in-class interface for her/his entire department. This is the same paradigm as a modern smartphone, where not everyone may have the need for the same Apps, position their apps the same way, or select the same color schemes, etc.



We've introduced tons of new features and improvements that we feel confident anchors our position as market leaders in our industry. One such feature is our innovative Algorithm Tool that takes your Rates creation abilities to the next level. This ensures that your Utility is well-positioned to tackle the slew of market and regulatory changes that may come your way. This Algorithm Tool gives the Utility the flexibility to create virtually any type of complex Rate and provides the ability to use any database element to do so, irrespective of how complex or silly (e.g. customers who live in the 05404 Zip Code, and possess more than 3 gas meters, let's add an extra 0.05 to their rate tier during the winter months...). Another example is our "Mass Rate Change and Creation" feature that completely turns the arduous and daunting end-of-year rate change processes on its head, by giving you a simple and sleek interface to complete it all in a single intuitive interface, which greatly limits any risk of costly errors.



In a day and age where detrimental ransomware attacks have become an epidemic for utilities and governments, we've ensured to inject major focus and time on all things security-related. Giving both us and our utility partners comfort that security and permissions are a centric part of their solution...

- Advanced user permissions
- Work queue security groups
- Seamless LDAP integration
- Extensive auditing
- Real-time monitoring and pro-active alerting capabilities
- Latest TLS 1.2 encryption
- Full best-of-breed Cloud-based environment capabilities and options (huge market shift, where >80% of Utilities are now exclusively demanding Cloud-based solutions)
- Advanced managed service capabilities
- Ability to fully self-auto-deploy releases vs being at the mercy of vendors
- BCDR (Business Continuity & Disaster Recovery) capabilities
- Encrypted integrations
- Distinct color coding of environments (e.g. Prod vs Train vs Test...), etc.



## TAB 3 – Section E – Escalation and Resolution of Support Provided After Implementation

The Proposer must warranty timely response and remediation of all technical problems with description of all support resources, level of escalation and commitment time for response. In situations of system failure or other issues of significance, Hernando County Utilities must be assured that the Proposer shall respond immediately with resolution during regular business hours. The Proposer is requested to supply a copy of maintenance agreement, as well as a description of the software maintenance services, schedules, terms and conditions, including support provided for future system upgrades. Submit a maximum of ten (10) pages for this section.

In choosing enQuesta, the County will receive unlimited technical and application support according to the annual support and maintenance agreement. A copy of our standard agreement is included with our contracts at the end of this proposal. With the included enQuesta Cloud services, the County also receives complete Managed Services provided by S&S technical staff.

### **S&S Application Support Overview**

Standard S&S support is available from Monday through Friday, 8AM to 5PM, Customer local time. We also offer extended support packages (24x5, 24x7, custom times, etc.) should this be needed. The primary method for requesting support is through our Customer Portal, in conjunction with our Confluence-based knowledgebase. Additionally, our standard support package includes both email and phone support.

Support services will be provided by a combination of helpdesk specialists, developers and product SMEs. Initial requests for support are handled by our help desk specialists, who are experts in providing quick solutions and triaging more complex issues and coordinating the response.

S&S Support Services Include:

- Technical troubleshooting and issue resolution
- JIRA access for issue logging and monitoring
- One-stop support for S&S-contracted third parties
- Direct access to enQuesta experts
- Quote dashboard
- Automated Train environment refreshes
- Regular maintenance releases
- Quarterly newsletters and monthly webinars
- My eSpace portal access for self-service and all documentation
- On-site visits as required

Issues that prevent daily business activities from continuing are designated as “Showstoppers.” For these types of issues, S&S guarantees a 15-minute response time and work begins immediately to correct the issue. Other issues will be given “High,” “Medium,” or “Low” designations, with guaranteed response times ranging from 2 hours to 24 hours.



<b>SHOW STOPPER</b>	<b>LOW</b>	The issue is cosmetic or requested functionality that will be considered for a future version.  (Ex. Columns displayed on a particular screen.)	<b>24 HOURS</b>
	<b>MEDIUM</b>	The issue has a work around that can be used until the issue is resolved. <ul style="list-style-type: none"> <li>• A particular work order cannot be updated</li> <li>• Document Designer template changes</li> <li>• Work Queues</li> </ul>	<b>8 HOURS</b>
	<b>HIGH</b>	Business critical issue, but not preventing all users from getting their work done. <ul style="list-style-type: none"> <li>• Discrepancy in collections run sheet</li> <li>• Processing credit refunds</li> <li>• Hand Held Upload/Download</li> <li>• Deposits</li> <li>• System errors that have workarounds</li> <li>• Calculate errors impacting a small # of records</li> </ul>	<b>2 HOURS</b>
		A reported issue is only considered a Showstopper when the utility cannot continue with their daily processes until the issue is resolved. <ul style="list-style-type: none"> <li>• Daily Process has been halted by a critical error</li> <li>• Application and/or Database Server is down</li> <li>• Webconnect is down</li> <li>• enQuesta Reporting Center (ERC) is down</li> <li>• Out of Balance messages preventing an update to continue</li> <li>• Job Scheduler Failures</li> <li>• Bill Print is incorrect</li> </ul>	<b>15 MINS</b>
<b>TYPE</b>	<b>DESCRIPTION</b>	<b>TARGET INITIAL REVIEW</b>	

**Cloud and Managed Services**

As a part of the total hosted solution, S&S and our hosting partner, Oracle, will perform various Managed Services on the infrastructure, OS and database. Below is a breakdown of our standard Managed Services included with this proposal, along with a division of responsibilities:

Item	Notes	Responsibility
<b>Power Supply</b>	All data center infrastructure is backed by redundant power sources and maintain generator backups in case of widespread electrical outage.	<b>S&amp;S</b>
<b>Internet Feeds &amp; Networking at the Hosting Facility</b>	All data center infrastructure is backed by high-speed redundant network and internet connectivity.	<b>S&amp;S</b>





<b>Internet Feeds &amp; Networking at HCUD Site</b>	HCUD is responsible for monitoring and maintaining network and internet connectivity at HCUD's site relating to the hosted environment. For general usage, 10 to 20 Mbps upload/download dedicated to enQuesta throughput will meet or exceed the needs of most customers.	<b>HCUD</b>
<b>Disk Failover in Data Center</b>	Multiple copies of data are stored redundantly across multiple storage servers with built-in repair mechanisms.	<b>S&amp;S</b>
<b>On-Premises (HCUD) Network</b>	Set-up and maintenance of all network components, including firewall configuration and network connectivity.	<b>HCUD</b>
<b>VPN Tunnels</b>	For all hosted systems, an IPsec VPN tunnel is required to provide secure connectivity between the customer and the cloud hosting environment.  The hosting environment tunnel is to be a co-managed; each party is responsible for notifying each other in the event of any changes that may require any type of coordination.	<b>HCUD and S&amp;S</b>
<b>Back-Ups</b>	Daily backups occur each evening and are retained for 5 business days. The Recovery Point Objective (RPO) for enQuesta is to recover from the most recent of these evening backups to minimize data loss. Selecting the Data Guard option makes your Production RPO point-of-failure (a.k.a. real-time).  Recovery Time Objective (RTO) for enQuesta is 12 hours. Often recovery time is 4 hours or less, but this is dependent on the type of failure that may have occurred.  Complete server and data backups are taken at a 24 hour interval and replicated to a different Oracle data center facility should any type of backup ever be required. This back-up can be made available to HCUD at any point. Higher frequency back-ups may be requested at the then available S&S rates.	<b>S&amp;S</b>
<b>Data Guard</b> - <b>optional</b>	<i>Data Guard provides replication of your production database to a secondary/standby database making your RPO real-time. This is a standard feature included with Oracle Enterprise Edition. Oracle Enterprise Edition licenses are required for both primary and secondary databases.</i>  <i>In this scenario, the secondary database may only be used for database failover.</i>	<b>S&amp;S</b>
<b>Active Data Guard</b> - <b>optional</b>	<i>Active Data Guard is an additional feature which allows the secondary database to be accessed in a read-only capacity. This feature requires additional licensing. Pricing can be supplied upon request.</i>	<b>S&amp;S</b>
<b>Disaster Recovery</b>	Set-up, maintenance and restoration from backups – typical recovery time is less than 24 hours for enQuesta production – extreme cases can take up to 72 hours for enQuesta production. The number one priority will be enQuesta. Once it's up, the same timelines would then apply to Capricorn.	<b>S&amp;S</b>



<b>Operating System Maintenance</b>	S&S is responsible for the following Operating System Level changes: General O/S maintenance, O/S-level application configuration, and systematic semi-yearly O/S patching.	<b>S&amp;S</b>
<b>Database Maintenance</b>	S&S is responsible for Database maintenance and tuning as required by the enQuesta Software. Please note that this does not include manual data manipulation for ad-hoc billable projects or corrective measures in the case of Customer error.	<b>S&amp;S</b>
<b>Workstations</b>	HCUD is responsible for the management and maintenance of all workstations, PCs, devices used to connect to the enQuesta Software.	<b>HCUD</b>
<b>Any Hardware On-Premise (e.g Kiosks, Handhelds Scanners, etc)</b>	HCUD is responsible for the configuration, management and maintenance of any additional hardware installed on-premises.	<b>HCUD</b>
<b>Printers</b>	HCUD is responsible for all printer configuration and support of printers (beyond those that are included as part of the original contract).	<b>HCUD</b>
<b>System Monitoring</b>	Alerting of critical instances: Tablespace Capacity, JBOSS, Back-Up Completed/Failed, Oracle Up/Down, Web Portal Availability (Production Instance Only)	<b>S&amp;S</b>
<b>Other</b>	HCUD is responsible for enQuesta user maintenance and general system administration. HCUD is also responsible for any file or report import/export to non-enQuesta servers.	<b>HCUD</b>

### **Security in a Hosted Environment:**

Through our partnership with Oracle Cloud, we've been able to leverage some significant physical and virtual security measures to provide our customers with additional levels of security that may not be available in alternative deployment methods.

#### Physical Security Features:

- i. Unless otherwise communicated in writing, the data center resides in Ashburn, VA, due to its safe location from many of the typical Force Majeure threats and ability to accommodate many fiber connectivity hubs.
- ii. Use redundant power sources and maintain generator backups in case of a widespread electrical outage.
- iii. Server rooms are closely monitored for air temperature and humidity, and fire suppression systems are in place.
- iv. Facilities are durably built with steel, concrete, or comparable materials, and are designed to withstand impact from a light vehicle strike.



- v. Facilities are staffed with security guards ready to respond to incidents 24 hours a day, 7 days a week, 365 days a year. The exterior of the sites is secured with perimeter barriers, and vehicle checks are actively monitored by a guard force and cameras that cover the building perimeter.
- vi. Server rooms are built with additional security layers, including cameras that cover server rooms, two-factor access control, and intrusion-detection mechanisms. Physical barriers are in place to create isolated security zones around server and networking racks.

#### Virtual Security Features & Compliance:

- i. Oracle Linux images run the Unbreakable Enterprise Kernel (UEK) and support security features such as Ksplice to apply security patches without booting.
- ii. The Fortinet firewall's top-rated security has been validated by NSS Labs, Virus Bulletin and AV Comparatives.
- iii. Industry's highest threat protection, IPsec VPN, and SSL-inspection performance.
- iv. Settings throughout enQuesta are designed with the "pessimistic permission" model in mind. As such, explicit access must be granted for individuals to use granular sections of the application. The following strictness and flexibility are also carried over to the Firewall; specific IP ranges can be explicitly turned off or turned on as necessary to prevent access from outside a certain zone.
- v. Should the unlikely event of any type of unsolicited activity occur (e.g. even if it's due to suspicious activities by a Customer's employee), S&S reserves the right to immediately block off entry to all parties until the root cause is assessed via all activity logs (network, database, and application). The Customer also reserves the right to ask S&S to turn off access to all at any point, in the unlikely event that this should be deemed required.

Our datacenter infrastructure provider, Oracle Cloud, has been engaging with 3rd party external assessment entities and independent auditors to meet a broad set of international and industry-specific compliance standards to ensure that environments adhere to industry security best practices. Here is a sample of some of the current ones:

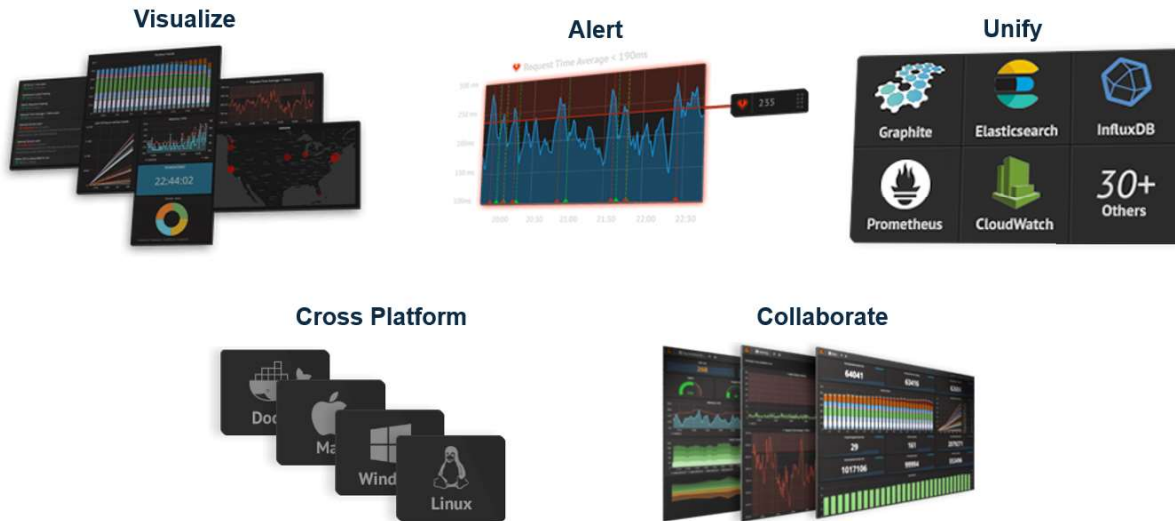
- i. ISO 27001: International Organization for Standardization 27001 is an international standard that covers the planning, implementation, monitoring, and improvement of an Information Security Management System. This widely adopted global security standard sets out requirements and best practices for a systematic approach to managing company and customer information based on periodic security risk assessments.
- ii. SOC 1 – Type 2: System and Organization Controls 1 is a report on a service organization controls relevant to internal control over financial reporting. A "type 2" report includes the "type 1" report opinions; additionally, it includes an opinion on the operating effectiveness of the controls to achieve the control objectives as well as a description of the service auditor's tests of the controls and results.
- iii. SOC 2 – TYPE 2: System and Organization Controls 2 is a report on a service organization controls relevant to security, availability, processing integrity, confidentiality, or privacy using up to five trust principles. A given SOC 2 report may be based on one or more trust principles.
- iv. SOC 3: System and Organization Controls 3 is a report, like the SOC 2, on a service organization controls relevant to security, availability, processing integrity, confidentiality, or privacy. However, a SOC 3 can be distributed for general use and only states whether or not the entity has achieved the Trust Service criteria, without any description of tests or opinions.



## Watchman Monitoring

Application monitoring is included with our hosted solution, which utilizes our Watchmen tool to ensure the servers are operating within normal parameters. This tool allows us to identify issues before they impact the stability of the solution, and we can introduce remedies before our customers experience any downtime. While Watchmen is included with our cloud offering, it can also be purchased and utilized in an on-premise deployment.

## Enhanced System Monitoring



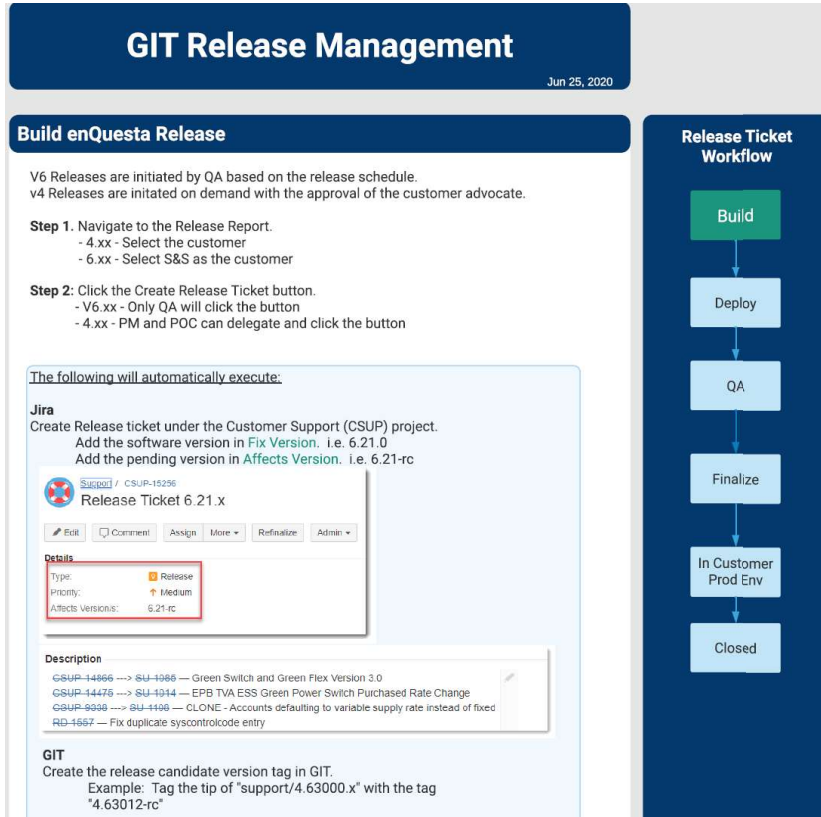




## Software Upgrades

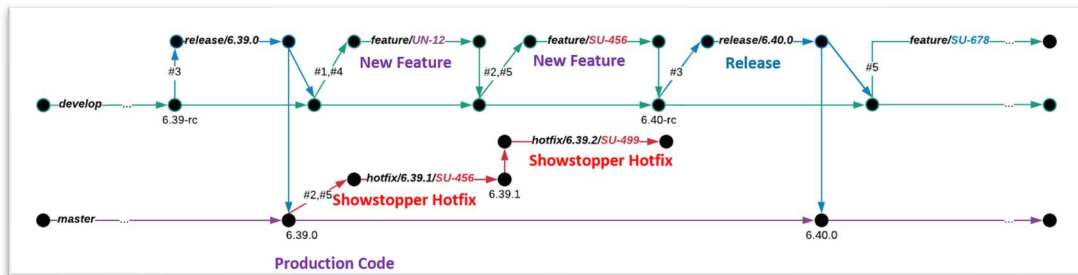
S&S releases minor updates to the solution 4-6 times each year. These releases contain corrections to the software and minor enhancements to functionality. S&S will deploy the release to the County's Test environment when it is ready in order for the County to perform any testing required for your specific business processes in excess of our internal QA, manual testing and automated testing. Once the County approves of the release, S&S will deploy the release to the Production environment outside of business hours.

S&S uses a documented release management process through Git and Jira, our ticketing tool. With version 6 and enQuesta Cloud, the release process is managed by S&S resources.



S&S maintains code and environment control through five main tools:

**Git** – Industry standard version control system. We ensure that all v6 customers remain on the same code base through this tool, with custom development controlled by flags.





**Ansible & Jenkins** – S&S uses both these tools to automate the build process. Through this automation, builds can be completed at a fraction of the time of manual builds and the chance of human error is removed, ensuring stable, precise builds.

**Docker** – S&S uses Docker internally to set up environments for development and testing quickly. This allows S&S to test environment setups and deployments before we push them to the customer.

**DataSlicer** – Internal tool utilized to copy configuration settings, allowing developers and QA to work on an environment with the same settings as the customer.

S&S releases a new major version of enQuesta every 3-4 years. These major versions include significant new and improved functionality, along with advances in the underlying technology and available technology stacks. The County will NEVER have to re-license any of the existing enQuesta modules when taking on a major update project, as those licenses are purchased for life, even when new versions provide significant new functionality to those modules.

### **Ongoing Learning – Documentation & User Groups**

S&S maintains a robust, Confluence-based customer portal called “My eSpace” which contains all of our documentation. When we create new features or update existing features, we upload updates to all associated documentation to this site, where all customers can access it at any time. The Customer Portal is divided into four sections:

- **Release Notes** – A list of our most recent available releases and the changes made in those releases. Notes for testing are also included.
- **Popular Topics** – A list of the most utilized labels within our documentation. The result is a shortlist of the topics that are most interacted with within the solution, and a good starting point for users looking to dig deeper into recent changes/updates to the software.
- **Product Highlights** – A curated list of recent documentation that we feel would benefit users the most.
- **Knowledgebase** – Link to our internal knowledgebase, which contains FAQs, How-tos, troubleshooting guides, videos and more.

Users have the option to search from the main page or within the knowledgebase. Searches return results as the user types, allowing for quicker access to the information, or the search can be completed with several pages of results being returned.



My eSpace for Utilities  
Created by Kevin Ryan, last modified by Vijay Desouza on Feb 06, 2020

### enQuesta Help Center

Search: admin

- Unitil System Admin Training (Videos) My eSpace
- SETUP / enQuesta™ ADMIN / SECURITY My eSpace
- SETUP / enQuesta™ ADMIN / SECURITY (V6) My eSpace
- Operator Reset Utilities My eSpace
- enQuesta Permissions to Programs by Group or Operator My eSpace

See more results for 'admin'

#### enQuesta v6 Release Notes

- 6.22.0 Release Notes
- 6.21.0 Release Notes
- 6.20.0 Release Notes

#### S&S Product Highlights

- Glossary of enQuesta™ Terms (2020 Edition)
- 2040 enQuesta™ Security (V6)
- 2070 Job Scheduler (V6)

#### Popular Topics

- 60 functional
- 50

Systems & Software Confluence Spaces People Create

Dashboard / ... / 3 - Consumption Rate Topics (V6)

## Proration

Created by Kevin Ryan, last modified on Mar 25, 2019

Rates FLM Tab	Sub-Tabs
Proration	Current Bill, Final Bill, New Bill

Proration is the scaled increase or decrease of selected charges for abnormally long or short reading periods. The intent is to charge the customer more fairly during unusual circumstances.<sup>1</sup>

Using the fields on the **Proration** tab, we can define proration behavior independently for Current bills, Final bills, and New bills.

Within each of the above categories, you can define proration behavior independently for Normal, Rate-Change-affected, and/or Quick bills. Most utilities configure Normal bills and Quick bills with the same proration behavior, if you want your Quick Bills to reflect what an actual bill would, make these proration settings the same.

### Proration Parameters

Settings available on the **Proration** tab include:

- Whether or not to use proration at all
- The calculation method used to prorate
- Whether to prorate usage
- Billing period days and min/max days to prorate. This determines the "No Proration Zone" described below.
- Whether to prorate individual charge types such as Account / Customer / Service charges, usage factors, items, minimums, and miscellaneous taxes.
- Whether to prorate application-specific charges such as Electric demand and Sewer AWC.

### The "No Proration" Buffer Zone

Since you may not always bill exactly every 30 (or 60 or 120) days, you can configure a "no proration zone" around the normal number of billing-period days. This means bills won't be prorated if your billing period varies from the entry in the Billing Period Days field within the range you define.

For User Groups, S&S maintains three levels of user interaction:

- **S&S Regional User Groups** – Annual meeting taking place over two days, usually onsite at a customer's location. The County would be a part of the Regional User Group,



consisting of our clients in the eastern part of the country. S&S administers these user groups, and we will provide an agenda and resources for the meetings. These meetings are generally angled toward exchanging information between customers and S&S, and between each other. Sessions also include training on enQuesta best practices.

- **Harris Customer Training Conference** – An annual training conference held by our parent company. S&S customers will attend general sessions and numerous enQuesta/S&S-specific sessions. These events take place over the course of 3-4 days in the fall. Sessions are designed to impart information about the solution, exchange ideas between all parties, and provide guidance in the future development of the software.
  - **Executive Steering Committee (ESC)** – Annual event, usually held just before or after the Training Conference. Takes place over 1-2 days. The ESC is focused on providing feedback regarding the general direction of the enQuesta solution and ideas for future development or technology advancements.
-





**TAB 3 – Section F – Cost Information, Including Fee Structures**  
S&S has provided this information under separate, sealed cover, as instructed.



## TAB 4 – Required Forms

Please see all the required forms on the following pages.

## SOLICITATION - OFFER - AWARD

<b>SOLICITATION No.:</b> <b>22-R00067/PH</b>	<b>SOLICITATION TITLE:</b> <b>Utility Billing Software</b>	<b>DATE ISSUED:</b> <b>February 2, 2022</b>	<b>CONTRACT No.:</b> <b>22-R00067/PH</b>
<b>ISSUED BY:</b> <b>BOARD OF COUNTY COMMISSIONERS</b> <b><u>HERNANDO COUNTY, FLORIDA</u></b> Steve Champion, Chairman John Allocco, Vice Chairman Elizabeth Narverud, Second Vice Chairman Wayne Dukes Jeff Holcomb		<b>SUBMIT BID OFFER TO:</b> <b>PURCHASING AND CONTRACTS DEPARTMENT</b> <b>15470 FLIGHT PATH DRIVE</b> <b>BROOKSVILLE, FL 34604</b>  <b>Toni Brady</b> <b>Chief Procurement Officer</b>	

### SOLICITATION


SEALED OFFERS, IN ONE (1) ORIGINAL, FOUR (4) COPIES AND ONE (1) CD OR FLASH DRIVE, FOR FURNISHING THE SERVICES DESCRIBED HEREIN WILL BE RECEIVED AT THE PURCHASING AND CONTRACTS DEPARTMENT, 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604, **UNTIL 3:00 P.M., LOCAL TIME ON MARCH 2, 2022.** NO PROPOSALS WILL BE ACCEPTED AFTER THE ABOVE STIPULATED DATE AND TIME. THIS IS AN ADVERTISED SOLICITATION.

PURSUANT TO FS 119.071 (2011), SEALED BIDS, PROPOSALS, OR REPLIES RECEIVED BY AN AGENCY PURSUANT TO A COMPETITIVE SOLICITATION ARE EXEMPT FROM INSPECTION UNTIL SUCH TIME AS THE AGENCY PROVIDES NOTICE OF AN INTENDED DECISION OR UNTIL THIRTY (30) DAYS AFTER OPENING THE BIDS, PROPOSALS, OR FINAL REPLIES, WHICHEVER IS EARLIER.

ITEM NO.	DESCRIPTION OF SERVICE/SUPPLIES/EQUIPMENT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Hernando County is requesting sealed Proposals from qualified individuals or firms to provide for Utility Billing Software.  <u>PLEASE SUBMIT ONE (1) ORIGINAL SIGNED DOCUMENT, FOUR (4) COPIES AND ONE (1) CD OR FLASH DRIVE.</u>  (SEE ATTACHED SPECIFICATIONS)	XXXX	XXXX	XXXXXXXX	XXXXXXXXXXXXXX

### OFFER

(TERMS, CONDITIONS AND SPECIFICATIONS ARE INCLUDED AS PARTS HEREOF)

<b>IN COMPLIANCE WITH THE ABOVE, THE UNDERSIGNED, BEING DULY AUTHORIZED TO SIGN THIS PROPOSAL FOR THE PROPOSER.</b>					
<b>DISCOUNT FOR PROMPT PAYMENT: <u>N/A</u> % 10 CALENDAR DAYS    <u>N/A</u> % 20 CALENDAR DAYS    <u>N/A</u> % <u>N/A</u> CALENDAR DAYS</b>					
<b>OFFEROR'S INFORMATION</b>			<b>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER:</b>		
Systems & Software			OFFEROR'S SIGNATURE		OFFER DATE
Company Name					3/4/22
10 E Allen St. Ste 201					
Address					
Winooski	VT	05404			
City	State	Zip Code			
(802)865-1170	(802)865-1171	sales@ssivt.com			
Phone Number	Fax Number	Email Address			
			Dana Lendorf-McCarthy		
			Executive Vice President		

### AWARD

(TO BE COMPLETED BY COUNTY)

<b>REVIEWED FOR LEGAL SUFFICIENCY</b> 1/11/22	<b>LR No.:</b> 21-526-2	<b>BY:</b> Shannon Eller
<b>ACCEPTED AS TO ITEM(S) No:</b>	<b>AMOUNT:</b>	<b>ACCOUNTING CODE:</b>
<b>SUBMIT INVOICES TO:</b> <b>HERNANDO COUNTY</b> <b>UTILITIES DEPARTMENT</b> <b>15365 CORTEZ BOULEVARD</b> <b>BROOKSVILLE, FL 34613</b>	<b>NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ACCEPTANCE AND AWARD FOR THE COUNTY:</b>	
	<b>SIGNATURE:</b>	<b>AWARD DATE:</b>

**SECTION IV REQUIRED FORMS**

**ATTACHMENT 1**

**STATEMENT OF NO PROPOSAL**

If you do not intend to submit a Proposal, please return this form immediately to:

**Hernando County  
Purchasing and Contracts Department  
15470 Flight Path Drive  
Brooksville, FL 34604**

We, the undersigned, have declined to submit a Proposal on: RFP NO. 22-R00067/PH – UTILITY BILLING SOFTWARE

Reason:

- Specifications too tight, geared toward one brand or manufacturer (explain below)
- Insufficient time to respond.
- Specifications unclear (explain below)
- We do not offer this product/services.
- Our present schedule does not permit us to perform.
- Unable to meet specifications or provide services.

Remarks:

N/A

We understand that if this Statement of No Proposal is not executed and returned, our name may be deleted from the list of qualified Proposers.

COMPANY NAME: Systems & Software

ADDRESS: 10 E Allen St. Ste 210

PHONE: 802 865-1170

SIGNATURE: 

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**



**SECTION IV REQUIRED FORMS**

**ATTACHMENT 2**

**PROPOSER’S CERTIFICATION**

I have carefully examined the Request for Proposals (RFP), Instructions to Proposers, General and/or Special Conditions, Specifications, RFP Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates quoted in my Proposal. I agree that my RFP will remain firm for a period of up to one hundred and eighty (180) days in order to allow the County adequate time to evaluate the Proposals. Furthermore, I agree to abide by all conditions of the Proposal.

I certify that all information contained in this RFP is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this RFP on behalf of the Consultant/Firm as its act and deed and that the Consultant/Firm is ready, willing and able to perform if awarded the Contract.

I further certify that this RFP is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a RFP for the same product or service; no officer, employee or agent of the Hernando County BCC or of any other Proposer interested in said RFP; and that the undersigned executed this Proposer’s Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for Contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. **The undersigned further declares that the “work” will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Proposer’s Proposal non-responsive.**

**NO EXCEPTIONS ALLOWED AFTER THE RFP IS SUBMITTED:**

Please check one:


- I take NO exceptions.
- Exceptions:

Exceptions attached on the following pages. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(If more space is needed, please indicate exceptions here and attach additional pages as needed)

Dana Lendorf-McCarthy, Executive Vice President		2/21/2022
Name & Title	Signature	Date

***This document must be completed and returned with your Submittal***

**General Exception:**

Proposer anticipates that, as contemplated in the RFP, any resultant agreement between the parties shall be based on Proposer’s and industry norm standard agreement(s) for software licensing and maintenance and that the resultant agreement between the Proposer and the County should include provisions typically seen in these types of software agreements, including: limitation of liability (which will be at one (1) times the contract value, and shall not include damages related to indirect, consequential, special or aggravated), warranty, license use and restrictions (such as copying restrictions, User restrictions and reverse engineering type restrictions), mutually acceptable acceptance terms, payment terms (including the use of milestones for payment and license fees paid up front), maintenance terms, approved Statements of work, and other provisions typical in software license/support/service agreements and that the absence of any clauses in the County’s RFP will not affect Proposer’s ability to negotiate such clauses and to modify the standard contract as needed. The County’s Terms and Conditions will be an addendum to such Agreement(s). Resulting Agreement(s), statements of work and project discovery documents should take precedence over any RFP documents.

**Exception 13.4 of the RFP:**

Pursuant to the requirements of 13.4 the RFP, the sample contract is provided below, with exceptions included as indicated in bold italics:

EXHIBIT A  
SAMPLE CONTRACT

BOARD OF COUNTY COMMISSIONERS HERNANDO COUNTY, FLORIDA PROFESSIONAL SERVICES  
AGREEMENT  
NO. 22-R00067/PH

THIS Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_,  
by and between HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS, 15470 Flight Path Drive,  
Brooksville, Florida, a political subdivision of the State of Florida, hereinafter called the County and  
\_\_\_\_\_ duly authorized to conduct business in the State of Florida,  
hereinafter called the Professional.

WITNESSETH:

SECTION 1. The County does hereby retain the Professional to furnish certain services in connection with:

Utility Billing Software for Hernando County Utilities Department.

SECTION 2. The Professional and the County mutually agree to furnish, each to the other, the respective services, information and terms as described in Exhibit "A", attached hereto and made a part hereof.

Before any additions or deletions to the work described in Exhibit "A", and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a supplemental written Agreement covering such modifications and the compensation to be paid therefor.

Reference herein to this Agreement shall be considered to include any supplement thereto.

Reference herein to County Administrator shall mean the Hernando County Administrator or its designee.

***Exception to Section 2: Proposer requests that, after contract award, any changes, amendments or modifications to resulting contract be subject to written approval by both parties.***

SECTION 3. The services indicated in Exhibit "A" to be rendered by the Professional shall be commenced, subsequent to the execution of this Agreement, upon written notice from the Hernando County Administrator and or its designee and shall be completed within twelve (12) months from the date of issuance of the Purchase Order and /or Notice to Proceed. This is a five (5)-year contract with five (5) one (1)-year renewal options.

***Exception to Section 3: Proposer excepts that any schedule for deliverables should be based upon mutually agreed upon milestones. Proposer further excepts that it cannot be responsible for delays not attributable to its own acts or omissions, and that the final contract should include a force majeure clause.***

SECTION 4. The Professional agrees to provide Project Schedule progress reports in a format acceptable to the County, either monthly or at intervals established by the County. The County will be entitled at all times to be advised, at its request, as to the status of work being done by the Professional and of the details thereof. Coordination shall be maintained by the Professional with representatives of the County. Either party to the Agreement may request and be granted a conference.

SECTION 5. In the event there are delays on the part of the County as to the approval of any of the materials submitted by the Professional, as if there are delays occasioned by circumstances beyond the control of the Professional which delay the project schedule completion date, the County shall grant to the Professional, by "Letter of Time Extension" an extension of the Contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work, except those changes that may be agreed upon between the parties hereto.

It shall be the responsibility of the Professional to ensure at all times that sufficient Contract time remains within which to complete all services on the project. In the event there have been delays that would affect the project completion date, the Professional shall submit a written request to the County that identifies the reason(s) for the delay and the amount of time related to each reason. The County shall timely review the request and make a determination as to granting all or part of the requested extension.

In the event Contract time expires and the Professional has not requested, or if the County has denied an extension of the completion date, partial progress payments will be stopped on the date time

expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the County.

***Exception to Section 5: Proposer excepts that any schedule for deliverables should be based upon mutually agreed upon milestones and that it cannot be responsible for delays caused or occasioned by the acts or omissions of the County. Accordingly, extension requests and grants should be based upon reasonableness standards, and extensions should not be unreasonably withheld.***

SECTION 6. The Professional shall maintain an adequate and competent professional staff within the State of Florida and may associate with Specialists, Sub-Professionals and/or other Professionals, for the purpose of its services hereunder, without additional cost to the County. Should the Professional desire to utilize other Specialists, Sub-Professionals and/or Professionals in the performance of the work, the Professional shall be responsible for satisfactory completion of all such Specialists', Sub-Professionals' and/or other Professionals' work, and may not assign or transfer work under this Agreement to other Specialists, Sub-Professionals or Professionals unless approved in writing by the County. It is agreed that only Specialists, Sub-Professionals and/or other Professionals which have been approved by an authorized representative of the County will be used by the Professional. It is also agreed that the County will not, except for services so designated herein, or as may be approved by the County, if applicable, permit or authorize the Professional to perform less than the total Contract work with other than its own organization.

***Exception to Section 6: Proposer excepts that the use of professionals who must be licensed in Florida is not contemplated in this RFP submission.***

SECTION 7. All final plans, documents, reports, studies and other data prepared by the Professional will bear the endorsement of a person in the full employ of the Professional and duly registered in the appropriate professional category.

- a) After the County's acceptance of final plans and documents, a reproducible form of the Professional's drawings, tracings, plans and maps will be provided to the County. Upon completion of construction by the Contractor, the Professional shall furnish acceptable field verified "record drawings" of full-size prints. The Professional shall signify, by affixing an appropriate endorsement, on every sheet of the record sets, that the work shown on the endorsed sheets was reviewed by the Professional. With the tracings and the record sets of prints, the Professional shall submit three (3) final sets of operation and maintenance manuals.
- b) The Professional shall not be liable for use by the County of said plans, documents, studies or other data for any purpose other than stated in the Scope of Services, Exhibit "A" of this Agreement.

***Exception to Section 7: Proposer excepts that the use of professionals who must be licensed in Florida is not contemplated in this RFP submission, and that software providers do not ordinary provide documents that might be analogous to an architect's or engineer's sealed document.***

SECTION 8. All tracings, plans, specifications, maps, surveys, field survey notes, and/or reports prepared or obtained under this Agreement shall be considered works made for hire and shall become the property of the County restricted to the terms of (7) above; and reproducible copies shall be made



available, upon request, at direct printing costs, to the County at any time during the period of this Agreement. The County will have the right to visit the site for inspection of the work and the drawings of the Professional at any time. Unless changed by written Agreement of the parties, said site shall be the address of the firm. Records of cost incurred under the terms of this Agreement shall be maintained and made available upon request of the County at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the County upon request at direct printing cost.

Records of cost incurred includes the Professional project accounting records, together with supporting documents and records of the Professional and all Specialists, Sub-Professionals and/or other Professionals performing work on the project, and all other records of the Professional and Specialists, Sub-Professionals and/or other Professionals considered necessary by the County for a proper audit of project costs.

Whenever travel costs are included in Exhibit B, the provisions of Section 112.061 (Current Edition), Florida Statutes, shall govern as to reimbursable costs.

The Professional shall furnish to the County at direct printing cost all final work documents, papers and letters, or any other such materials which may be subject to the provisions of Chapter 119 (Current Edition), Florida Statutes, made or received by the Professional in conjunction with this project. Failure by the Professional to provide such records shall be grounds for immediate unilateral cancellation of the Agreement by the County.

***Exception to Section 8: Proposer excepts to this provision as inappropriate for a contract related to software and related professional services, as software is licensed and not sold. Proposer reserves the right to negotiate mutually agreeable terms with the City. Except for those items that are explicitly detailed in the final contract to vest to City, Proposer maintains ownership of all materials, whether developed prior to, during or after the contract with the City. Proposer clarifies the City will maintain ownership of all customer data provided under the contract and the reports generated regarding such data.***

SECTION 9. The Professional shall comply with all federal, state and local laws and ordinances applicable to the work or payment thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.

SECTION 10. The County agrees to pay the Professional compensation as detailed in Exhibit B, attached hereto and made a part hereof. Unless otherwise agreed to, this is a lump sum Contract. No additional fees or expenses will be paid by the County.

SECTION 11. The Professional is employed to render a professional service only and that payments made to the Professional are compensation solely for such services rendered and recommendations made in carrying out the work. The Professional shall perform and complete all work in a workmanlike manner to the best of its abilities and in accordance with sound engineering and professional consulting practices and principles.

In performing construction phase services, the Professional may be requested to act as agent of County. The Professional's review or supervision of work prepared or performed by other individuals or firms employed by the County shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

SECTION 12. The County may terminate this Agreement in whole or in part at any time the interest of the County requires such termination.

- a) If the County reasonably determines that the performance of the Professional is not satisfactory, the County shall have the option of:
  - 1) immediately terminating the Agreement and paying the Professional for work reasonably satisfactorily performed hereunder through the date of termination;
  - 2) notify the Professional of the deficiency, with a requirement that the deficiency be corrected within a reasonable specified time, otherwise the Agreement will be so terminated at the end of such time, and the Professional shall be paid for work satisfactorily completed to such specified date.
- b) If the County requires termination of the Agreement for reasons other than unsatisfactory performance of the Professional, the County shall notify the Professional of such termination and specify the state of work at which time the Agreement is to be terminated, and the Professional shall be entitled to receive payment of all work reasonably satisfactorily performed hereunder through the date of termination. An allowance for satisfactory work in progress but not yet completed shall be made.
- c) If the Agreement is terminated before performance is completed, the Professional shall be paid for work satisfactorily performed. Payment is to be on the basis of substantiated costs, not to exceed the percentage of the work performed.

***Exception to Section 12: Proposer requests a more detailed termination clause be drafted taking into account reasonable 'cure periods' (minimum of 30 days) for the implementation of the software, greater detail regarding termination for convenience (minimum of 90 days), including license rights that may survive termination, and that all services performed to the date of notice shall be paid.***

SECTION 13. Adjustment of compensation and Contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the County and supplemental Agreement(s) of such a nature as required may be entered into by the parties in accordance herewith.

***Exception to Section 13: Proposer excepts to provisions vesting absolute discretion on the County. Material changes should be negotiated in Change Orders acceptable to both parties.***

SECTION 14. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

SECTION 15. The Professional shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by a negligent error, omission or act for which the insured is legally liable; such professional liability insurance will provide

coverage in the amount of \$1,000,000 min. Proof of insurance shall be provided to the County upon execution of this Agreement.

Additionally, the Professional shall procure and maintain Commercial General Liability insurance in the amount of \$1,000,000/\$2,000,000; \$1,000,000 for Auto; and Statutory amounts for Worker's Compensation coverage whenever Professional enters County property.

The Professional will also cause professional Specialists and/or Sub-Professionals retained by Professional for the project to procure and maintain comparable professional liability insurance coverage. Before commencing the work, the Professional shall furnish the County a certificate(s) showing compliance with this paragraph (Exhibit C). Said certificate(s) shall provide that policy(s) shall not be changed or canceled until thirty (30) days prior written notice has been given to the County; Hernando County is named as additional insured as to Commercial General Liability and Certificate Holder must read: Hernando County Board of County Commissioners.

***Exception to Section 15: Proposer meets or exceeds the Insurance Requirements noted herein and will provide a copy of its Certificate of Insurance upon award and upon contract signing. Proposer clarifies that it will provide notice pursuant to standard market practices and it reserves the right to negotiate mutually agreeable terms with the Customer.***

SECTION 16. The Professional warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

- a) For the breach of violation of Paragraph (16) the County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 17. Unless otherwise required by law or judicial order, the Professional agrees that it shall make no statements, press releases or publicity releases concerning the Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the County and securing its consent in writing. The Professional also agrees that it shall not publish, copyright or patent any of the site-specific data furnished in compliance with this Agreement; it being understood that, under Paragraph 8 hereof, such data or information is the property of the County. This does not include materials previously or concurrently developed by the Professional for "In House" use. Only data generated by Professional for work under this Agreement shall be the property of the County.

***Exception to Section 17: Proposer excepts to this provision as inappropriate for a contract related to software and related professional services, as software is licensed and not sold. Proposer reserves the right to negotiate mutually agreeable terms with the City. Except for those items that are explicitly***

***detailed in the final contract to vest to City, Proposer maintains ownership of all materials, whether developed prior to, during or after the contract with the City. Proposer clarifies the City will maintain ownership of all customer data provided under the contract and the reports generated regarding such data.***

SECTION 18. Standards of Conduct - Conflict of Interest - The Professional covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 (Current Edition) as it relates to work performed under this Contract, which standards is hereby incorporated and made a part of this Contract as though set forth in full. The Professional agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

SECTION 19. The County reserves the right to suspend, cancel or terminate the Agreement in the event one or more of the Professional's Corporate Officers is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the Professional for or on behalf of the County under this Agreement without penalty. It is understood and agreed that in the event of such termination, that reproducible copies of all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the County in conformity with the provisions of Paragraph 8 hereof. The Professional shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 12 hereof. The County also reserves the right to terminate or cancel this Agreement in the event the Professional shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. The County further reserves the right to suspend the qualifications of the Professional to do business with the County upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have indictment or direct information dismissed or be found not guilty, such suspension on account hereof shall be immediately lifted by the County Administrator.

***Exception to Section 19: Proposer requests a more detailed termination clause be drafted taking into account reasonable 'cure periods' (minimum of 30 days) for the implementation of the software, greater detail regarding termination for convenience (minimum of 90 days), including license rights that may survive termination, and that all services performed to the date of notice shall be paid.***

SECTION 20. Professional shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Professional and other persons employed or utilized by Professional in the performance of the Contract.

***Exception to Section 20: Proposer reserves the right to further discuss and negotiate with the County. In accordance with industry standards, the indemnification should be balanced by a limitation of liability clause to exempt both parties liability from indirect and consequential damages and to cap liability to a mutually agreed upon amount. The indemnification provision should be limited to the purpose of providing the County with relief from damages and liabilities caused by Proposer's breach, gross negligence or willful misconduct in the performance of services under the resulting contract.***

SECTION 21. All notices required to be served on the Professional shall be served by Registered or Certified mail, Return Receipt Requested, to Professional's address and all notices required to be served upon the County shall be served by Registered or Certified mail, Return Receipt Requested, addressed to the County Administrator, Hernando County Board of County Commissioners, 15470 Flight Path Drive, Brooksville, FL 34604.

SECTION 22. Hernando County reserves the privilege of auditing a vendor's record, by a representative of the COUNTY, as such records relate to equipment, goods or services and expenditure therefor, with respect to any express or implied agreement between Hernando County and said Professional. Such records include, but are not limited to: all books, records, and memoranda of every description, pertaining to work under Contract, this Agreement.

Hernando County further reserves the right to reproduce any of the aforementioned documents pertaining to the work under Contract, this Agreement.

***Exception to Section 22: Proposer excepts that any such review should be limited to normal business hours and conducted no more than once in any twelve month period. Proposer further excepts that its software is licensed and not sold and so any right to copy is subject to Proposer's intellectual property rights.***

SECTION 23. Unless otherwise required by law, this AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute arising from this Agreement shall be litigated in the appropriate court in Hernando County, Florida, or the US District Court, Middle District of Florida. In any litigation arising from this agreement, the parties IN ANY LITIGATION ARISING FROM THIS AGREEMENT, THE PARTIES SHALL BEAR THEIR OWN COSTS AND ATTORNEYS' FEES.

***Exception to Section 23: Proposer excepts only that the federal court indicated should be primary, with jurisdiction in the state court only if said federal court lacks subject matter jurisdiction.***

SECTION 24. E-VERIFY.

Contractor/Consultant/Professional is advised that the County has entered into an Agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE (the IMAGE Agreement). Accordingly, by submitting your Bid/Proposal, Contractor / Consultant / Professional represents and warrants (a) that the Contractor / Consultant / Professional is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Contractor/Consultant/Professional employees are legally eligible to work in the United States, and (c) that the Contractor/Consultant/Professional has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

A mere allegation of Contractor/Consultant/Professional intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Contractor/Consultant/Professional unless such an allegation has been determined to be factual by ICE



pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the County.

Legitimate claims of the Contractor/Consultant/Professional use of unauthorized workers must be reported to both of the following agencies:

- (i) The County's Purchasing Contracts Department at (352) 754-4020: and
- (ii) ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE

In the event it is discovered that the Contractor/Consultant/Professional employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Contractor/Consultant/Professional cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Contractor/Consultant/Professional from bidding on all County Contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.

Contractor/Consultant/Professional is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with subcontractors:

1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.
3. Establish a written hiring and employment eligibility verification policy.
4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.
5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as to each employee's verification to minimize the potential for a single individual to subvert the process.
6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.
8. Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Contractors to incorporate the IMAGE Best Practices contained in this Article and, when practicable, incorporate the verification requirements in subcontractor Agreements.
9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.

11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

#### SECTION 25. INTERPRETATION

This Agreement shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

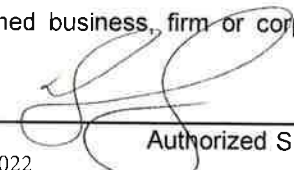
**SECTION IV REQUIRED FORMS**

**ATTACHMENT 3**


**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087 (Current Edition); hereby certify that,  
(print or type name of firm) Systems & Software

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or Contractual services that are under Proposal a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or Contractual services that are under Proposal or Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein".

  
 \_\_\_\_\_  
 Authorized Signature  
 2/23/2022  
 \_\_\_\_\_  
 Date Signed

State of: VERMONT  
 County of: CHITTENDEN  
 Sworn to and subscribed before me this 23 day of FEB, 20 22  
 Personally known X or Produced Identification \_\_\_\_\_  
 (Specify Type of Identification)

  
 \_\_\_\_\_  
 Signature of Notary  
 My Commission Expires: JAN 31, 2023

***This document must be completed and returned with your Submittal***

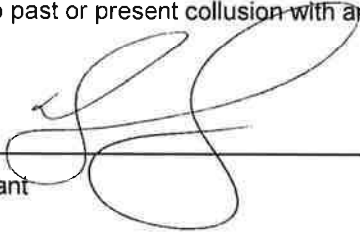
**Tami Gervia**  
**Notary Public**  
**State of Vermont**  
**Commission # 157.0007440**

**SECTION IV REQUIRED FORMS**

**ATTACHMENT 4**


**AFFIDAVIT OF NON-COLLUSION AND OF NON-INTEREST OF HERNANDO COUNTY EMPLOYEES**

Dana Lendorf-McCarthy, \* being first duly sworn, deposes and says that he (it) is the Offeror in the above Proposal, that the only person or persons interested in said Proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Offeror is interested in said Proposal; and that affiant makes the above Proposal with no past or present collusion with any other person, firm or corporation.

  
\_\_\_\_\_  
Affiant

STATE OF VERMONT  
COUNTY OF CHITTENDEN

The foregoing instrument was acknowledged before me this 23 day of FEB, 2022 by DANA LENDORF-MCCARTHY, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: JAN 31, 2023

**Tami Gervia**  
**Notary Public**  
**State of Vermont**  
**Commission # 157.0007440**

\*NOTICE: State name of Proposer followed by name of authorized individual (and title) that is signing as Affiant. If Proposer is an individual, state name of Proposer only.

***This document must be completed and returned with your Submittal***

**SECTION IV REQUIRED FORMS**

**ATTACHMENT 5**

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), (CURRENT EDITION) FLORIDA STATUTES, IN PUBLIC ENTITY CRIMES**

1. This sworn statement is submitted to

County of Hernando

by Dana Lendorf-McCarthy, Executive Vice President  
[print individual's name and title]

for Systems & Software  
[print name of entity submitting sworn statement]

whose business address is 10 E Allen St. Ste 201 Winooski, VT 05404

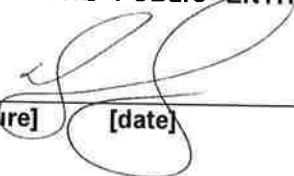
(if applicable) its Federal Employer Identification Number (FEIN) is 03-0238126  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement) :

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g) (Current Edition), Florida Statutes, means a violation of any public entity or with an agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b) (Current Edition), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a) (Current Edition), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e) (Current Edition), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Proposals or applies to Proposal on Contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement: [indicate which statement applies]
  - Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of



the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Consultant/Firm list [attach a copy of the final order].

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

  
[signature] [date] 02/23/2022

STATE OF FLORIDA Vermont  
COUNTY OF CHITTENDEN  
PERSONALLY APPEARED BEFORE ME, the undersigned authority

DANALENDORF-McCARTHY who, after first being sworn by me, affixed his signature in the space  
[Name of Individual Signing]  
provided above on this 23 day of FEB, 2022.

NOTARY PUBLIC

My commission expires: JAN 31, 2023

*This document must be completed and returned with your Submittal*

Tami Gervia  
Notary Public  
State of Vermont  
Commission # 157.0007440

**SECTION IV REQUIRED FORMS**

**ATTACHMENT 6**

**CONSULTANT/FIRM INFORMATION**

In addition to General conditions, your PROPOSAL may be disqualified if the following Consultant/Firm information is not returned with your PROPOSAL.

Firm Name: Systems & Software

Mailing Address: 10 E Allen St. Ste 201

Winooski, VT 05404

Telephone No. (802)865-1170 Fax No. (802)865-1171

Email Address: sales@ssivt.com Web Address: ssivt.com

Consultant/Firm is:

- (  ) Corporation
- (  ) Partnership
- (  ) Sole Proprietorship
- (  ) Other \_\_\_\_\_(Explain)

Federal Employer Identification

Number or Social Security Number: 03-0238126

Do you collect Florida State Sales Tax? (  ) Yes (  ) No

**AUTHORIZED SIGNATURES/NEGOTIATORS**

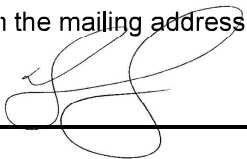
The Consultant/Firm represents that the following persons are authorized to sign and/or negotiate Contracts and related documents to which the Proposer will be duly bound:

Name <u>Dana Lendorf-McCarthy</u>	Title <u>Executive Vice President</u>	Phone No. <u>(802)865-1170</u>
Name _____	Title _____	Phone No. _____
Name _____	Title _____	Phone No. _____

Commodity or Service Supply: Software and Services

If Consultant/Firm is quoting, as a manufacturer’s representative and the purchase order should be addressed to the manufacturer in care of the Consultant/Firm, so indicate.

If remittance address is different from the mailing address so indicate below.

Submitted by (SIGNATURE):  \_\_\_\_\_

Name & Title Printed: Dana Lendorf-McCarthy, Executive Vice President

***This document must be completed and returned with your Submittal***

**SECTION IV REQUIRED FORMS**

**ATTACHMENT 7**

**LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY**

1. This sworn statement is submitted to

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS

by Dana Lendorf-McCarthy, Executive Vice President

[Print individual's name and title]

for Systems & Software

[Print name of Company/Individual submitting sworn statement]

Whose business address is 10 E. Allen St. Ste 201 Winooski, VT 05404

(If applicable) its Federal Employer Identification Number (FEIN) is 03-0238126

(If the entity has no FEIN, include the Social Security Number of the individual signing this Sworn statement)

2. **LOCAL PREFERENCE ELIGIBILITY**

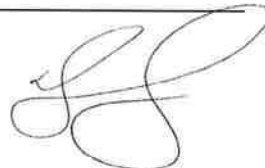
A. Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of Bid or Quote?        YES   X   NO

B. Proof of Real Property Tax Submitted with Affidavit: YES        NO   X  

C. Copy of Florida Division of Corporations Annual Report Submitted with Affidavit: YES        NO   X  

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE HERNANDO COUNTY PURCHASING AND CONTRACTS FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE SUBMITTED WITH EACH BID OR QUOTE SUBMITTED TO HERNANDO COUNTY.

[Signature]



02/23/2022

[Date]

STATE OF FLORIDA Vermont

COUNTY OF CHITTENDEN

PERSONALLY APPEARED BEFORE ME, the undersigned authority

DANA LENDORF-MCCARTHY Who, after first being Sworn by me, affixed his signature  
[Name of Individual Signing]

in the space provided above on this 23 Day of FEB, 2022

Tami Gervia  
NOTARY PUBLIC

My commission expires: JAN 31, 2023

Personally Known   X   or Produced Identification       

Type of Identification Produced       

**Tami Gervia  
Notary Public  
State of Vermont  
Commission # 157.0007440**

**SECTION IV REQUIRED FORMS**

**ATTACHMENT 8**

**HERNANDO COUNTY E-VERIFY CERTIFICATION**

**RFP/Contract No:** 22-R00067/PH

**Financial Project No(s):** \_\_\_\_\_

**Project Description:** Utility Billing Software

**Consultant/Firm acknowledges and agrees to the following:**

**Consultant/Firm shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:**

- 1. All persons employed by the Consultant/Firm during the term of the Contract to perform employment duties within Florida; and**
- 2. All persons, including Sub-contractors, assigned by the Consultant/Firm to perform work pursuant to the Contract with the Department.**

**Company/Firm:** Systems & Software

**Authorized Signature:** \_\_\_\_\_ 

**Print Name:** Dana Lendorf-McCarthy

**Title:** Executive Vice President

**Date:** 02/23/2022

***This document must be completed and returned with your Submittal***

**SECTION IV REQUIRED FORMS**

**ATTACHMENT 9**

**ADDENDUM ACKNOWLEDGEMENT**

The undersigned acknowledges receipt of the following addenda to the Request for Proposals (indicate number and date of each):

Addendum No. 1 Dated 2/23/2022

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**FAILURE TO SUBMIT ACKNOWLEDGEMENT OF ANY ADDENDUM THAT AFFECTS THE PRICING AND OR SCOPE IS CONSIDERED A MAJOR IRREGULARITY AND MAY BE CAUSE FOR REJECTION OF ANY PROPOSAL.**

**VENDOR SURVEY**

Please provide information on where you received the knowledge of the Bid/Request for Proposals (mark all that apply):

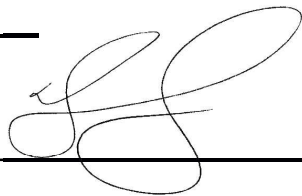
**BIDNET DIRECT**

**NEWSPAPER**

**PURCHASING AND CONTRACTS ADVERTISEMENT BOARD**

**REFERRED BY: \_\_\_\_\_**

**OTHER (PLEASE SPECIFY): \_\_\_\_\_**



Signature

02/23/2022

Date

***This document must be completed and returned with your Submittal***



**ADDENDUM NO. ONE (1)**

TO  
THE CONTRACT DOCUMENTS FOR

**UTILITY BILLING SOFTWARE**

IN  
HERNANDO COUNTY, FLORIDA

**SOLICITATION NO. 22-R00067/PH**

**PROPOSAL DUE DATE: ~~MARCH 2, 2022~~ MARCH 9, 2022 at 3:00 p.m.**

**NOTICE**

PROPOSERS ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY SIGNATURE AT THE BOTTOM OF THIS ADDENDUM IN THE SPACE PROVIDED AND RETURNED AT THE TIME OF THE **REVISED** PROPOSAL DUE DATE.

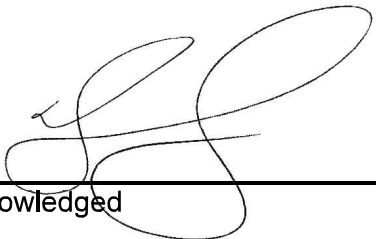
TO ALL PLANHOLDERS:


The following changes, additions and/or deletions are hereby made a part of the Contract Documents for **UTILITY BILLING SERVICES** located in Hernando County, as fully and completely as if the same were fully set forth therein:

**ATTACHMENTS**

- 1) Question and Answer Log
- 2) Resolution 2019-151
- 3) Bill Sample
- 4) Billing Analysis FY 20-21
- 5) Central Square Contract
- 6) Central Square Purchase Order

BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY

  
 \_\_\_\_\_  
 Acknowledged

  
 \_\_\_\_\_  
 Patty Hall, CPPB  
 Purchasing Coordinator

Issued: February 23, 2022

**SECTION IV REQUIRED FORMS**

**ATTACHMENT 10**

**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES LISTS**

Respondent Vendor Name: Systems & Software

Proposer/Contractor FEIN: 03-0238126

Proposer/Contractor's Authorized Representative Name and Title:  
Dana Lendorf-McCarthy, Executive Vice President

Address: 10 E Allen St. Ste 201

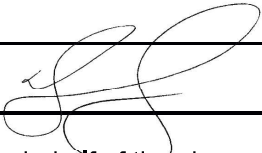
City: Winooski State: VT Zip: 05404

Phone Number: (802)865-1170

Email Address: sales@ssivt.com

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan list, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector lists which are created pursuant to s. 215.473 F.S. (Current Edition), or the Scrutinized Companies that Boycott Israel list, created pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector list, or the Scrutinized Companies that Boycott Israel list. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

Certified by:  \_\_\_\_\_

who is authorized to sign on behalf of the above-reference company.

Print Name and Title:  
Dana Lendorf-McCarthy, Executive Vice President

Date: 02/23/2022

**SECTION IV REQUIRED FORMS**

**ATTACHMENT 11**

**VENDOR REGISTRATION HERNANDO COUNTY, FL**

To be completed by vendor:

Vendor type:

- Corporation
- Partnership
- Sole Proprietorship
- Other \_\_\_\_\_(Explain)

Federal Employer Identification

Number or Social Security Number: 03-0238126

Please attach your completed W-9 Form

**PAYMENT WILL NOT BE MADE UNTIL A COMPLETED W9 HAS BEEN RECEIVED.**

Firm Name: Systems & Software

Mailing Address: 10 E Allen St Ste 201

City Winooski State VT Zip 05404

Telephone No. (802)865-1170 Fax No. (802) 865-1171

Web Address: ssivt.com EMail: sales@ssivt.com

Commodity or Service Supply: Software and implementation services

If remittance address is different from the mailing address so indicate below.

Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

An ACH electronic payment method is offered as an alternative to a payment by physical check.

- Please check this box if you accept the ACH electronic payment method.  
(Recommended and Preferred)

Signature: \_\_\_\_\_ 

Name & Title Printed: Dana Lendorf-McCarthy, Executive Vice President

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Systems &amp; Software Inc.</b>		
	2 Business name/disregarded entity name, if different from above <b>Systems &amp; Software</b>		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>10 E Allen St. Suite 201</b>		Requester's name and address (optional)
	6 City, state, and ZIP code <b>Winooski, VT 05404</b>		
	7 List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
<b>or</b>										
<b>Employer identification number</b>										
0	3		-	0	2	3	8	1	2	6

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶

*Chross*

Date ▶

*July 15, 2021*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

**SECTION IV REQUIRED FORMS**

**ATTACHMENT 12**

**HERNANDO COUNTY EMPLOYMENT DISCLOSURE CERTIFICATION STATEMENT**

02/23/2022

(date)

Hernando County  
Purchasing and Contracts  
15470 Flight Path Drive  
Brooksville, FL 34604

The undersigned certifies that to the best of his/her knowledge:

Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a former employee of Hernando County within the last two (2) years? No  Yes

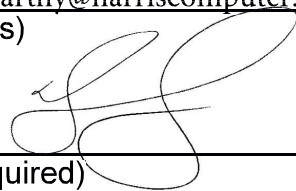
Is any Officer, Partner, Director, Proprietor, Associate or Member of the Business Entity a Relative or Member of the Household of a current Hernando County Employee that had or will have any involvement with this Procurement or Contract Authorization?  
No  Yes

If the answer to either of the above questions is “Yes”, complete the “Relatives and Former Hernando County Employees - Roles and Signatures” table (Part A and/or Part B, as applicable).

Bidder:

dana.lendorf-mccarthy@harriscomputer.com  
(Email address)

10 E Allen St. Ste 201 Winooski, VT 05404  
(Address)



\_\_\_\_\_  
(Signature required)

(802) 865-1170  
(Phone)

Dana Lendorf-McCarthy  
(Print name)

(802)865-1171  
(Fax)

Executive Vice President  
(Print title)

03-0238126  
(Federal Taxpayer ID Number)



**Relatives and Former Hernando County Employees – Roles and Signatures**

<b>Part A: Employees that left Hernando County in the last two years.</b>			
<b>Employee Name/Signature</b>	<b>Job Performed for Hernando County</b>	<b>Current Role with Business Entity</b>	<b>Date Left Hernando County</b>
Name: _____  Sign: _____ • Involved with this Procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/> • Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/>	N/A		
Name: _____  Sign: _____ • Involved with this Procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/> • Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/>	N/A		
Name: _____  Sign: _____ • Involved with this Procurement on behalf of Hernando County? No <input type="checkbox"/> Yes <input type="checkbox"/> • Involved with Proposal development for this Procurement? No <input type="checkbox"/> Yes <input type="checkbox"/>	N/A		
<b>Part B: Identify Officers, Partners, Directors, Proprietors, Associates or Members of the Business Entity that are Relatives or Members of the Household of Hernando County employees currently working for Hernando County, if Hernando County employee had or will have any involvement with this Procurement of Contract.</b>			
<b>Firm Officer, Partner, Director, Proprietor, Associate or Member Name</b>	<b>Name and Relationship of Relative or Member of Household Employed at Hernando County</b>	<b>Role at Hernando County</b>	<b>Hernando County employee's Role with this Procurement</b>
	N/A		

(Make copies of this form as needed to list additional employees.)



## EXHIBIT A – Scope of Services Questionnaire Responses

Section 1 - Required Functionality: System Functional Requirements are organized into nine (9) categories. The responses should address the following:

- 1.1 General Functionality: This includes general software, security and support requirements.
- 1.2 Customer Account and Location Management: This includes the creation, maintenance and use of customer accounts.
- 1.3 Rates and Fees Management: This includes the maintenance and application of all utility rates, penalties, miscellaneous charges and fees.
- 1.4 Meter Reading and Inventory Management: This includes meter inventory, reading and consumption requirements.
- 1.5 Billing Management: This includes the preparation, calculation, printing and distribution of bills.
- 1.6 Financial Management: This includes payments, trial balance, adjustments, refunds, deposits and accounting.
- 1.7 Delinquency Management: This includes penalties and interest, payment plans, terminations, collections and liens.
- 1.8 Service Order Management: This includes creating, completing and managing service orders.
- 1.9 Reporting: This includes standard and user created reports to query data, including generated automated reports on a predetermined schedule frequency.

S&S has completed each of these nine sections on the following pages, after our hardware and software details. Based upon the information in this Exhibit, the County can see that S&S will meet or exceed 100% of your CIS needs for this project.

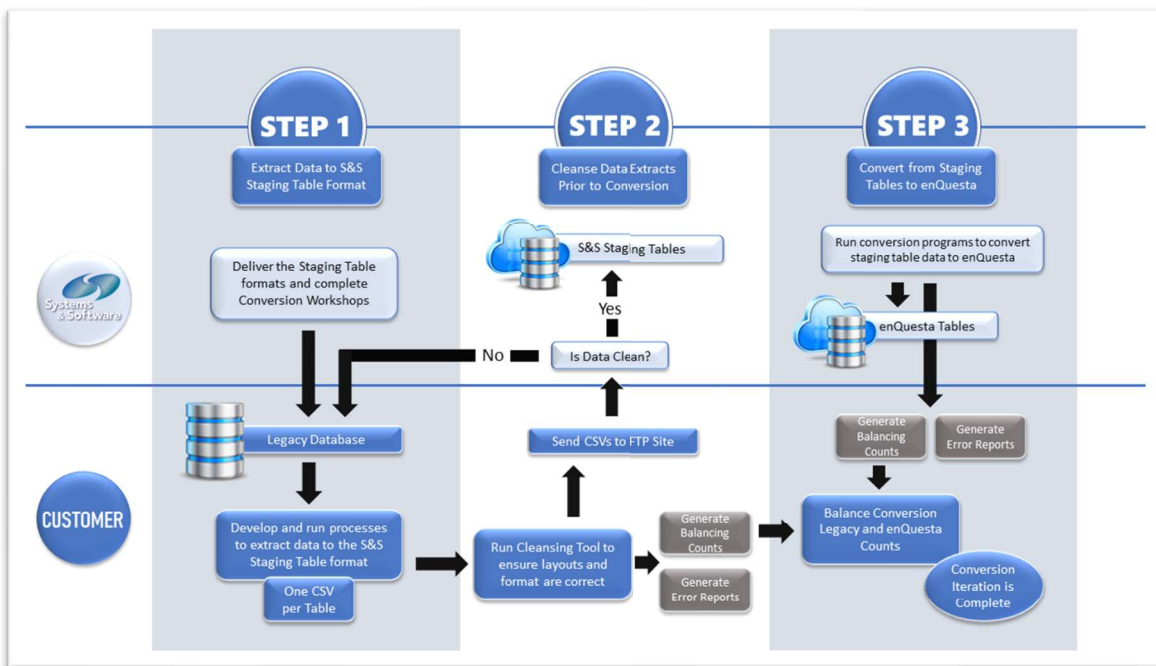
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**2 Hardware and Software Requirements:**

**2.1 Data Conversion:** Describe how the Vendor will convert the current Utility Billing Data into the new Utility Billing Software. Conversion shall include all historical consumption and financial data currently in the existing Utility Billing database.

S&S has an iterative, robust process for migrating customers onto the enQuesta solution, one that we have utilized to migrate several large customers from HTE/CentralSquare to enQuesta. The process begins with developing the Conversion Plan, which will fully define the expected conversion activities, deliverables, included data, and issue resolution paths. S&S will lead the development of this important document with the County’s assistance and approval. Then, S&S will provide education on the required staging tables that hold the data in its migration between the systems. Understanding these tables and their importance is crucial for the joint sessions to prepare for data mapping.



Once the mapping is complete, our 3-step conversion process described in the above image begins. The County resources will extract data into CSV files that correlate with enQuesta staging tables that S&S will use to load the data into enQuesta. S&S will provide data cleansing and balancing reports, along with validation tables, to the County after each iteration. S&S will perform two conversions for the County, followed by a Simulation conversion and the Go-Live conversion. If the County desires, S&S can also be contracted to perform most of the “Customer/County” tasks, as we have done this for other CentralSquare/HTE customers.

A list of all standard conversion tasks along with their responsibility is below. S&S will customize this list based upon the signed contract as a part of the creation of the Conversion Plan.



Task	County Responsibility	Offeror Responsibility
<b>Initiate Phase</b>		
Overall Conversion Leadership		Primary
Create Data Conversion Plan	Secondary	Primary
Create list of data that needs to be converted, along with enQuesta tables that will be populated and applicable valid codes/ranges		Primary
Create legacy data definitions	Primary	
Create and perform standard data extractions from legacy system	Primary	
Unit test extracted data for validity	Primary	
Cleanup of data in legacy systems	Primary	
<b>Design Phase</b>		
Perform data import into enQuesta		Primary
Provide SMEs for questions regarding the legacy system and extracted data	Primary	
Map data between legacy system extract and enQuesta	Secondary	Primary
Data mapping sign-off	Primary	
Create data validation template	Secondary	Primary
Create list of accounts to validate	Primary	Secondary
Deliver relevant data extract templates, if necessary		Primary
Extract data with relevant data extract templates	Primary	
Ongoing cleanup of data in legacy system	Primary	
<b>Build Phase</b>		
Develop conversion scripts for import into enQuesta		Primary
Execute conversion iterations according to methodology defined in the Conversion Plan	Primary	
Perform balancing tests between legacy systems and extracted data files	Primary	Secondary
Perform balancing tests between extracted data files and enQuesta	Secondary	Primary
Perform data validation on accounts in the legacy and enQuesta systems	Primary	Secondary
Conversion issue resolution	Secondary	Primary
Ongoing cleanup of data in the legacy system	Primary	
Perform Simulation conversion	Secondary	Primary
<b>Activate Phase</b>		
Perform final conversion		Primary
Sign-off on simulation and Go-Live balancing tests	Primary	

In regards to what kind and type of data we bring over, below is a sample list of standard items included in the conversion. The County's specific needs or existing data may be different, so the final list of approved items will be detailed in the Conversion Plan made after Discovery. Some items, like open service orders, payment plans, and excess inventory (among others), are normally completed manually after Go-Live.

- Service Streets
- Metering Devices
- Balance Table
- Premises
- Customer Accounts



- Personal Information
- Contact Information
- Notes
- Account Balances
- Write-Offs
- Consumption History
- Summary Billing History
- Unbilled readings
- Deposits
- Meter Testing
- GPS Coordinates
- Service Order History
- Credit History

2.2 Implementation and Training: This Proposal shall include a detailed schedule, identification of project manager, team members and key personnel with clear descriptions of their history and qualifications. Provide an installation plan as part of the Proposal. This plan should be detailed enough that the Hernando County Utilities shall know every step of the installation process. Each task shall be broken out and described in detail. Describe the approach and resources needed to implement the proposed software. Provide a description of the user training approach that will properly prepare staff, supervisors, and other key personnel for the day-to-day use of the new utility billing software. Provide a description of the training approach that will properly prepare the Hernando County Utilities Information Technology representatives for the administration management and planned and unplanned maintenance of the new software.

Key personnel information and a high-level view of the project are available earlier in this response, in Section C. Below, we've included a high-level task list that encompasses the entire implementation. This is followed by a list of sample deliverables for the project. Both the task list and deliverables list will be customized for the County during the earliest stages of the project.

#### **Training Approach:**

During the implementation, S&S will provide the following training and training-related services:

- **Creating a Training Plan** – The S&S PM, working with the County PM, will craft a training plan during the earliest stages of the implementation. This will define all required training based upon the agreed-upon project scope.
- **Core Team Functional Training** – S&S SMEs will give direct training to the County Core Team early in the implementation. This will be done through train-the-trainer workshops.
- **Admin/Security Training** – S&S will provide direct training to the County's admins (usually IT staff, but not always). This will cover general enQuesta administration and enQuesta security.
- **Technical Training** – As S&S is proposing a solution hosted and managed by our experts, technical training is not required (though self-service technical documentation is always available). If the County chooses an on-premise deployment, S&S will alter the project plan to include all necessary technical training for your IT staff to be able to manage the infrastructure.
- **Cognos Training** – S&S will provide training for both your report writers and general Cognos users on how Cognos interacts with enQuesta and general report creation.
- **Tools Training** – S&S will provide any required training on tools or processes used during the implementation, such as SpiraTest, Jira or our conversion process tools. S&S includes licenses for use and training for all required tools.





- **Train-the-Trainer Training** – S&S will provide comprehensive training to the County’s designated trainers. These trainers will then perform end-user training just prior to Go-live, with S&S assistance and using S&S training materials. If desired, S&S can perform full end-user training as an optional component of this proposal.

**enQuesta Elevate High-Level Tasks and Deliverables:**

Below we’ve included a high-level task list from a project similar to the County’s. Some specifics of the tasks may change based on the Scope of Work and Discovery process, but in general, this provides a good look at the major tasks required for an enQuesta Elevate implementation.

Task Title	Client’s Role	S&S’s Role	Staffing
<b>Project Management</b>	<ul style="list-style-type: none"> <li>• Provide overall project leadership from the client’s side</li> <li>• Attend frequent meetings with S&amp;S PM</li> <li>• Ultimately responsible for Client deliverables; oversee project scope</li> <li>• Coordinate communication with the project team and 3<sup>rd</sup> parties</li> </ul>	<ul style="list-style-type: none"> <li>• Create Project Plan</li> <li>• Track and manage risk</li> <li>• Report progress and issues</li> <li>• Oversee reconciliation of issues</li> <li>• Facilitate frequent meetings between S&amp;S and Client for progress updates</li> <li>• Ultimately responsible for S&amp;S deliverables</li> </ul>	<p>S&amp;S PM</p> <p>County Business PM</p> <p>County Steering Committee</p>
<b>Project Kick-off</b>	<ul style="list-style-type: none"> <li>• Prepare required facilities and information.</li> <li>• Ensure all involved staff attend.</li> </ul>	<ul style="list-style-type: none"> <li>• Provide materials required for initial information transfer.</li> <li>• Ensure all necessary staff attend.</li> </ul>	<p>S&amp;S PM</p> <p>S&amp;S Team</p> <p>County PM</p> <p>County Team</p>
<b>County Discovery</b>	<ul style="list-style-type: none"> <li>• Provide flow charts and documentation on current business practices and policies.</li> <li>• Provide resource availability to discuss individual process areas with S&amp;S.</li> <li>• Provide report documentation to map existing reports to enQuesta reports.</li> </ul>	<ul style="list-style-type: none"> <li>• Conduct discovery sessions to review and understand existing business processes.</li> <li>• Provide a list of standard enQuesta reports.</li> <li>• Produce enQuesta standard workflows to meet the County’s stated requirements</li> </ul>	<p>S&amp;S PM</p> <p>S&amp;S Functional Leads</p> <p>County Functional Leads</p>
<b>Data Mapping</b>	<ul style="list-style-type: none"> <li>• Create legacy data definitions.</li> <li>• Perform data extract from legacy system.</li> <li>• Unit test extract for validity.</li> <li>• Clean up data in legacy system.</li> </ul>	<ul style="list-style-type: none"> <li>• Provide list of data that requires conversion, and major enQuesta tables that will be populated.</li> <li>• Perform data import into enQuesta.</li> <li>• Create the map between the data in the two systems that will be used for the conversions.</li> </ul>	<p>S&amp;S SME</p> <p>S&amp;S Conversion Lead</p> <p>County Core Team</p> <p>County Data Expert</p>
<b>Data Conversion</b>	<ul style="list-style-type: none"> <li>• Create validation template with assistance from S&amp;S.</li> <li>• Provide expert resources to answer questions regarding the conversion.</li> <li>• Perform final validation between extracts and legacy data.</li> <li>• Assist in other conversion tasks as needed.</li> </ul>	<ul style="list-style-type: none"> <li>• Lead the overall conversion effort.</li> <li>• Deliver any relevant extract templates as needed.</li> <li>• Develop conversion scripts for the import of data into enQuesta.</li> <li>• Perform balancing tests between the extracted data files and enQuesta.</li> <li>• Assume the lead on the discovery and troubleshooting of conversion issues.</li> <li>• Perform the simulation conversions.</li> <li>• Perform the final conversion.</li> </ul>	<p>S&amp;S Conversion Lead</p> <p>S&amp;S DBA</p> <p>County Data Expert</p> <p>County Business PM</p>



Task Title	Client's Role	S&S's Role	Staffing
<b>Cloud Resources Selection &amp; Installation</b>	<ul style="list-style-type: none"> <li>enQuesta administration.</li> <li>Assist with infrastructure testing.</li> <li>Assist in co-managing the VPN</li> </ul>	<ul style="list-style-type: none"> <li>Complete analysis to finalize hardware specifications.</li> <li>Procure required cloud resources.</li> <li>Provide assistance in the installation of hardware and VPN.</li> <li>Provide infrastructure monitoring and tuning suggestions throughout the implementation.</li> <li>Perform tests to ensure each environment is established correctly to run enQuesta.</li> </ul>	<p>S&amp;S System Admin</p> <p>County IT PM</p> <p>County System Admin</p> <p>County Network Manager</p>
<b>Software Installation</b>	<ul style="list-style-type: none"> <li>Support S&amp;S staff in software installation as needed.</li> <li>Complete the configuration templates provided by S&amp;S.</li> <li>Provide necessary letters for recreation in Document Designer.</li> </ul>	<ul style="list-style-type: none"> <li>Responsible for the creation and maintenance of the database instances.</li> <li>Responsible for the initial enQuesta software deployment, and subsequent code deployments.</li> <li>Load standard enQuesta workflows into all environments.</li> <li>Utilize product configuration templates to configure the system.</li> <li>Migrate configuration between environments and provide assistance on how to do this again in the future.</li> </ul>	<p>S&amp;S DBA</p> <p>S&amp;S System Admin</p> <p>S&amp;S CSS</p> <p>Deployment Specialist</p> <p>County System Admin</p> <p>County Business PM</p>
<b>Configuration Control</b>	<ul style="list-style-type: none"> <li>Validate software configuration</li> <li>Submit changes via the Change Control form.</li> <li>Take the lead, with assistance from the consultant and S&amp;S, with organizational change procedures.</li> </ul>	<ul style="list-style-type: none"> <li>Document and track changes to the configuration using master configuration control log.</li> <li>Analyze changes to the project scope.</li> <li>Assist County with organizational change procedures, incorporating S&amp;S's experience with organizational change.</li> </ul>	<p>S&amp;S Business Lead</p> <p>S&amp;S SMEs</p> <p>S&amp;S PM</p> <p>County Functional Leads Consultant</p>
<b>Functional and Unit Testing</b>	<ul style="list-style-type: none"> <li>Lead test case design process.</li> <li>Creation or modification of test scripts with S&amp;S.</li> <li>Execute all test scripts with S&amp;S.</li> <li>Lead test case execution process.</li> <li>Log incidents for software defects.</li> </ul>	<ul style="list-style-type: none"> <li>Lead overall testing process for Functional and Integration testing.</li> <li>Provide a Test Plan.</li> <li>Provide results of internal testing, both manual and automated.</li> <li>Provide test case base templates to use in the creation of County-specific test scripts.</li> <li>Provide tracking tool and train all users.</li> <li>Track and resolve all testing defects found.</li> </ul>	<p>S&amp;S Business Lead</p> <p>S&amp;S SME</p> <p>S&amp;S PM</p> <p>County Business PM Consultant</p> <p>County Functional Leads</p>
<b>Interfaces</b>	<ul style="list-style-type: none"> <li>Plan and coordinate integration effort with S&amp;S Technical resources.</li> <li>Understand integration technology of existing systems that will integrate with enQuesta.</li> <li>Coordinate and direct any 3<sup>rd</sup> party resources for the integration effort.</li> </ul>	<ul style="list-style-type: none"> <li>Develop an interface plan during the initial stages of the project, detailing the required interfaces, a timeline for completion and testing requirements.</li> <li>Develop the interfaces in accordance with the plan.</li> <li>Perform initial testing to ensure operation.</li> <li>Develop all executable code for all interfaces.</li> </ul>	<p>S&amp;S PM</p> <p>S&amp;S Development Lead</p> <p>S&amp;S SMEs</p> <p>County IT</p>



Task Title	Client's Role	S&S's Role	Staffing
<b>Modifications</b>	<ul style="list-style-type: none"> <li>Assist S&amp;S in Business Requirements Documentation</li> <li>Testing as part of Functional and Acceptance Testing</li> </ul>	<ul style="list-style-type: none"> <li>Analysis of identified modifications</li> <li>Review of business requirements</li> <li>Business Requirements Documentation</li> <li>Code modification and Quality Assurance</li> </ul>	<p>S&amp;S Development Lead</p> <p>S&amp;S Developer</p> <p>S&amp;S QA Testers</p> <p>County Functional Leads</p> <p>County PM</p>
<b>Acceptance Testing</b>	<ul style="list-style-type: none"> <li>County Test Manager will revise and refine the test plan provided by S&amp;S.</li> <li>Perform testing in tandem with S&amp;S.</li> <li>Assist in the collection and management of test results.</li> <li>Provide sign-off upon the completion of successful tests.</li> </ul>	<ul style="list-style-type: none"> <li>Provide County with a test plan, demonstrating the completed system integration and fulfillment of County requirements.</li> <li>Provide County with test scripts based on the approved test plan.</li> <li>Perform testing in tandem with County and its consultant.</li> <li>Assist in the collection and management of test results.</li> </ul>	<p>S&amp;S Testing Lead</p> <p>S&amp;S SMEs</p> <p>County Business Test Manager</p> <p>County Functional Leads Consultant</p>
<b>Training</b>	<ul style="list-style-type: none"> <li>Lead the training design process.</li> <li>Co-lead training execution process.</li> <li>Create and manage the assignment of training activities to staff.</li> <li>Perform end-user training.</li> <li>Resource availability for core team, technical and end user training.</li> </ul>	<ul style="list-style-type: none"> <li>Develop the overall training strategy and produce the test plan.</li> <li>Co-lead training design process.</li> <li>Deliver Core Team Training workshops.</li> <li>Deliver Technical Training.</li> <li>Deliver Trainer Training</li> </ul>	<p>S&amp;S PM</p> <p>S&amp;S SME/Admin/BI</p> <p>County Business Project Manager</p> <p>County Functional Lead Consultants</p> <p>County Trainer</p>
<b>Forms Design</b>	<ul style="list-style-type: none"> <li>Responsible for configuring all forms and letters required for Go-Live, with the exception of the bill print.</li> <li>Availability for Document Designer training.</li> </ul>	<ul style="list-style-type: none"> <li>Provide Document Designer training</li> <li>Provide assistance, where needed, in the creation of letters and forms.</li> <li>Produce bill print design to County standards.</li> </ul>	<p>County Functional Lead</p> <p>S&amp;S SME</p> <p>S&amp;S Bill Print Developer</p>
<b>Workflow Processes</b>	<ul style="list-style-type: none"> <li>Coordinate with other functional areas to ensure that workflow requirements are met.</li> <li>Develop approach for MWM and dispatch management</li> <li>Verify integration with all required 3<sup>rd</sup> parties.</li> <li>Verify success of workflow process.</li> </ul>	<ul style="list-style-type: none"> <li>Provide standard enQuesta workflows during the initial stages of the project.</li> <li>Assist County in the customization of workflows, where necessary, or on the process to modify existing County processes.</li> </ul>	<p>County Functional Leads</p> <p>County IT PM</p> <p>S&amp;S SMEs</p>
<b>Security</b>	<ul style="list-style-type: none"> <li>Identification and configuration of all production system users.</li> <li>Day-to-day administration of users and groups.</li> </ul>	<ul style="list-style-type: none"> <li>Provide security training during the technical training sessions.</li> <li>Assist with the initial setup of enQuesta security</li> <li>Assist County admins as needed.</li> </ul>	<p>S&amp;S SME</p> <p>County IT PM</p> <p>County Sys Admin</p> <p>County Security Admin</p>



Task Title	Client's Role	S&S's Role	Staffing
<b>Go-Live</b>	<ul style="list-style-type: none"> <li>• Assist S&amp;S with cutover planning.</li> <li>• Complete County tasks in the cutover checklist.</li> <li>• Enter any open service orders from legacy system at cutover to enQuesta.</li> </ul>	<ul style="list-style-type: none"> <li>• Plan and document Go-Live strategy.</li> <li>• Document cutover checklist.</li> <li>• Execute conversion activities per cutover plan.</li> <li>• Lead mock go-live/simulation with support from County</li> </ul>	<p>S&amp;S PM</p> <p>County PMs</p> <p>County Core Team</p>
<b>Post Go-Live Support</b>	<ul style="list-style-type: none"> <li>• Support end user operations, operator access and security.</li> <li>• Hardware support</li> </ul>	<ul style="list-style-type: none"> <li>• Provide the Production Support Plan.</li> <li>• Address issues and defects in a timely manner.</li> <li>• Hold regular meetings regarding the progress during the Post Go-Live phase.</li> <li>• Provide onsite support for a number of months agreed to in the contract.</li> </ul>	<p>S&amp;S PM</p> <p>S&amp;S SMEs</p> <p>County System Adm</p> <p>County Security Adm</p>



The following pages contain a list of the major deliverables for the project. This list contains both items that are due and actions that are due (delivered in the form of a document confirming the action). In the earliest stages of the project, the S&S PM will customize this list based upon the specifics of the County's project after further discovery, but the expectation is that the final list will be very similar to what's below.

#	Deliverable	Short Description	Responsible	Format
<b>Initiate Phase</b>				
1	Project Launch	Meeting to launch the project with both Project Managers. Agenda/notes deliverable.	Both	Word
2	Assemble Team	Staff officially assigned roles	Both	Word
3	Initial Documents	Agreed-upon initial project documents to define and structure the project. Includes Charter, Risk Mgmt, Change Mgmt and Communications.	Both	Word
4	Infrastructure Plan	Plan defining each environment's specifications and networking requirement. S&S-owned for hosted solutions.	S&S	Word
5	Install Base Solution	Document confirming the base enQuesta solution has been installed by S&S.	S&S	Word
6	Project Kickoff	Onsite meeting (if pandemics allow) to educate stakeholders on the overall approach to the project	Both	Power-Point (PP)
7	Project Schedule	Initial project schedule drafted by S&S and approved by County.	S&S	MS Project
8	Project Tracking Tools	Project tracking tools have been installed and access has been provided.	S&S	Access Granted
9	PM Reporting	Reporting structure & schedule for PM meetings, Team meetings, status reporting, monthly schedule update and quarterly steering committee updates.	S&S	Word & PP
<b>Design Phase</b>				
10	Current-state Artifacts	County will provide a set of current system artifacts to serve as a basis for the rest of the system design.	County	Word & Excel
11	Discovery Workshop Agenda	S&S will provide a detailed agenda for the upcoming Discovery Workshops.	S&S	Word
12	Completed Workshops	Sign-in sheets confirm completion of the Discovery Workshops.	S&S	Word
13	Conversion Plan	S&S will provide a plan for the conversion process. County will review/revise/approve this document.	S&S	Word
14	Initial Data Mapping	Document defining data mapping from legacy system, along with required missing data and a description of data manipulation needed.	County	Excel
15	Legacy Data Extract Routines	Completed process and routines for extracting legacy data in a format for loading into staging tables.	County	Routines
16	Mod & Interface Workshop	Sign-in sheets confirm completion of the workshops to define the modifications and interfaces required.	S&S	Word
17	Business Requirements Documents	Business Requirements Documents (BRD) generated from the Mod & Interface workshops that fully define the requirements for these items. Generated by S&S, reviewed and approved by County.	S&S	Word
18	Customer Self-Service Installed	Installed Production & Test environments for our Capricorn Customer Self-Service solution.	S&S	Word
19	enQuesta Analytics Installed	Installed Production & Development environments for our enQuesta Cognos Analytics solution.	S&S	Word
20	Training Plan	Full Training plan detailing end-user training for County. Plan is approved by County after review.	S&S	Word





#	Deliverable	Short Description	Responsible	Format
21	Master Report Catalog	This catalog, developed by S&S with County assistance, will define all ad-hoc reports needed for County operations.	Both, led by S&S	Excel
22	Testing Plan	Approved testing plan providing a roadmap for the planned testing phases.	S&S	Word
23	Functional Test Schedule	Detailed schedule for all testing activities in the functional testing phases.	County	Excel
24	Standard Test Scripts	S&S will provide County with our set of standard test scripts.	S&S	SpiraTest
25	Functional Test Scripts	With some support from S&S and our standard set as a template, County will create the finalized set of test scripts.	County	SpiraTest
26	enQuesta Admin Training	S&S will provide training to the eventual enQuesta administrators at County.	S&S	Word
27	Integration Test Schedule	Detailed schedule for all testing activities in the integration testing phases.	County	Excel
28	Integration Testing Materials	With some support from S&S and our standard set as a template, County will create the finalized set of test scripts for each developed object (modifications, interfaces, portals, reports, etc.)	County	SpiraTest
<b>Build Phase</b>				
29	Initial Configuration	S&S will lead and managed the initial configuration, with County assistance, based upon information documented in earlier stages.	S&S	Word
30	Execute Conversion Tests	Conversions will be executed according to the conversion plan (first select accounts, then more general). The number of total conversions prior to Simulation and Go-Live will be determined in the SOW. Reports on each conversion to be delivered.	S&S	Excel
31	Develop Interfaces – 3 <sup>rd</sup> Party	County will provide code for the third-party aspects of any agreed-upon interfaces deemed to be within scope of the project.	County	Code
32	Develop Mods and Interfaces	S&S will develop each interface and modified object.	S&S	Code
33	Develop Reports	S&S will develop the agreed-upon ad-hoc reports.	S&S	Object
34	Security Workshop	S&S-led workshops on steps and procedures for security configuration.	S&S	PP
35	User Training Matrix	List of users and roles, used to prepare for end user training.	County	Excel
36	Security Profile Log	List of County users, which identifies security groups and special required permissions for power users.	County	Excel
37	Functional Test Execution	Completion of the functional testing according to the agreed-upon testing plan. S&S will manage any defects that arise.	Both	SpiraTest
38	Integration Test Execution	Completion of the testing for all interfaces.	Both	SpiraTest
<b>Activate Phase</b>				
39	Simulation Schedule	Plan for Simulation (Mock Go-Live) that includes all tasks, resources and timeframes.	S&S	Word or Excel
40	User Acceptance Testing Schedule	Plan for UAT that includes tasks, resources and a task schedule.	County	Word or Excel
41	Train-the-Trainer Training	S&S-led training to provide County trainers with the ability to complete end-user training.	S&S	Word
42	End-User Training	County-led end-user training. Course requirements schedule as identified in the training plan.	County	Word
43	Simulation Conversion	Completion of the simulation conversion of the entire data set. This is done once for each simulation iteration.	Both	Excel



#	Deliverable	Short Description	Responsible	Format
44	UAT Execution	Execution of the UAT.	County w/ S&S Support	Excel
45	Performance Testing	Test the application, database, hardware and/or network tuning to optimize the solution's performance.	Both	Word or Excel
46	Project Close Document	List of level zero and one items to be corrected before and after the Go-Live date.	Both	Word
47	Go-Live	Solution Go-Live, now in use for day-to-day operations	County	Form
48	Post Go-Live	Monthly implementation support for three months after the Go-Live date.	Both	Word.

2.3 System Testing and Acceptance: The Hernando County Utilities will not accept the software until it has validated that the Vendor has met all requirements stated in the RFP. The Vendor shall provide all labor and supervision for the installation, testing and final implementation. The Hernando County Utilities, working with the Vendor, shall develop acceptable procedures to ensure the software is installed properly and accepted. All software provided will be tested to confirm that it complies with all requirements of the RFP. All software is to be free from defects in design, material, and workmanship, is capable of sustained performance in the operating environment. All software shall pass the test described below to have Hernando County Utilities and Information Technology declare that the objectives of the test have been met:

- Free from operational defects
- Compliant with all specifications and requirements
- Delivered and accounted for, including all media, documentation, training and support items.

The Elevate implementation methodology includes several stages of testing, detailed below. The goal of the entire testing process is to ensure that the software is free from significant software defects and compliant with all County contracted requirements.

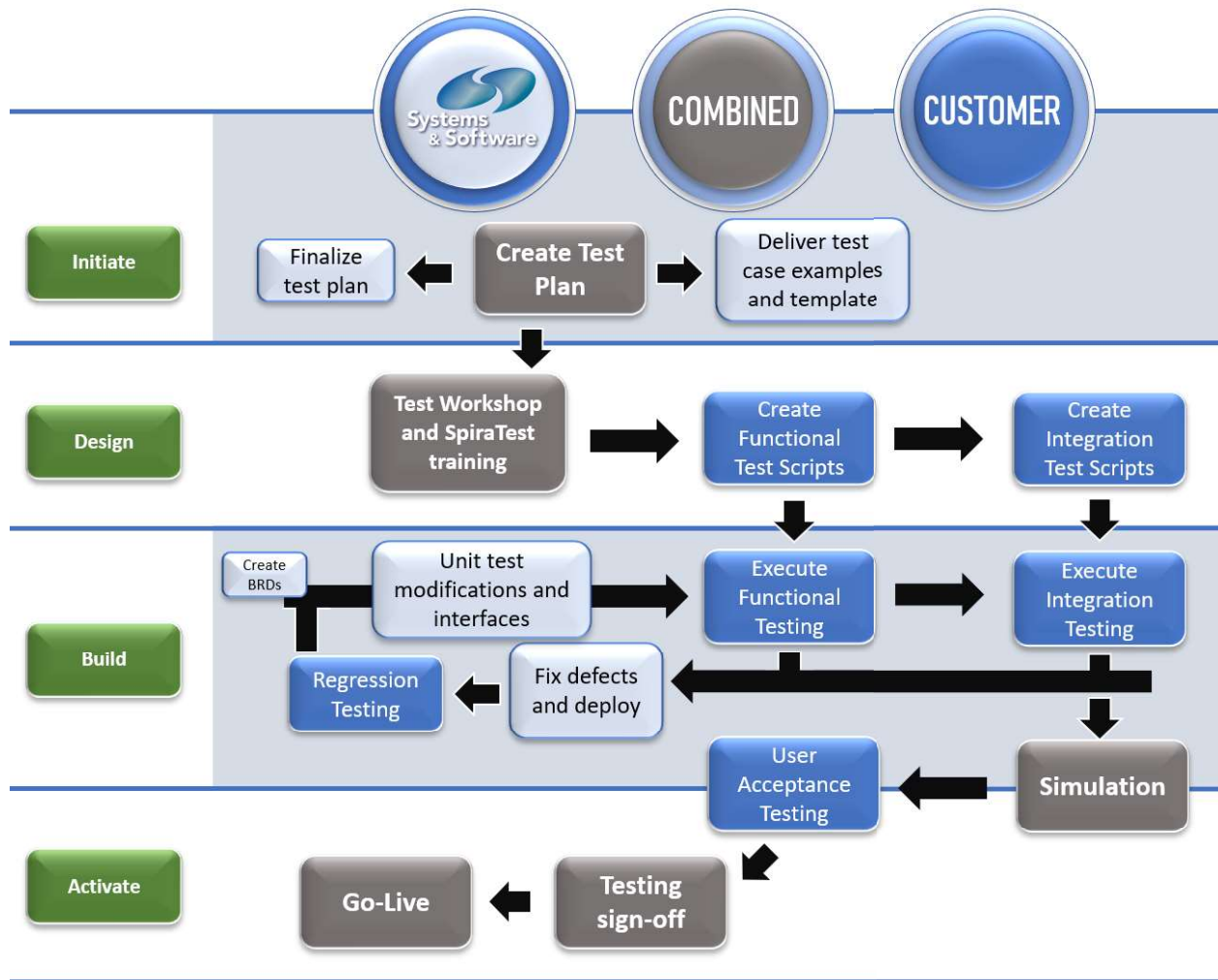
**Automated Testing** – S&S utilizes SmartBear, along with other internal tools, to automate the testing of hundreds of standard processes. Each new build undergoes this testing automatically, ensuring that all simple tests have been passed before S&S fully releases the build.

**Unit Testing** – Testing of new code written for interfaces and modifications, all performed by S&S.

**Functional Testing** - Functional testing focuses primarily on ensuring the inputs, screen flow and outputs function as expected for individual processes. S&S will provide sample test cases, which the County will customize and expand upon.

**Integration Testing** – Like Functional Testing, except testing the complete, integrated solution rather than just individual process. It occurs after Functional Testing is complete.

**User Acceptance Testing** – Final testing of the delivered solution by the County.



The four phases of testing roughly coincide with the four major phases of the overall implementation (Initiate, Design, Build, Activate) but some overlap may be present. The major aspects of each testing phase are below:

- **Initiate** – S&S and County PMs will work jointly on finalizing the test plan, which will govern the testing process. S&S will create the final plan and submit to the County for review. S&S will also deliver test case examples and test case templates.
- **Design** – S&S will deliver workshops on SpiraTest, our test and issue tracking toolset. Licenses for the County’s use of the tool are included. County resources will utilize the sample scripts and template to create the actual test scripts to be used in Functional and Integration testing.
- **Build** – S&S provides testing for all modifications and interfaces. S&S also manages any required fixes for issues discovered during the testing phases. The County will provide the Functional and Integration testing, as well as regression testing of the corrections. During the Simulation, the County will perform User Acceptance testing on the total solution.
- **Activate** – S&S will create the Go-Live plan, which includes a sign-off from the County once User Acceptance Testing is complete.



**Test Tracking**

The S&S PM and County PM will jointly identify the metrics to track as a part of the Testing Plan. Our standard metrics include:

- Test Creation and Execution Metrics
  - Number of test cases created
  - Percent of test cases created (vs. estimated)
  - Number of test cases executed
  - Percent of test cases executed
  - Number of cases passed/failed
  - Percent of cases passed/failed
- Defect Monitors
  - Defect rate
  - Defect rate by severity
  - Percent of High/Severe
  - Number of open vs closed
- Quality Monitors
  - Percent of tests passed on 1<sup>st</sup> run
  - Open defects by severity
  - Test phase defect rate comparison

**Test Responsibilities**

Below is a list of testing responsibilities to provide the County with an alternative view of each organization’s testing responsibilities.

Task	County Responsibility	S&S Responsibility
Testing strategy and plan		Primary
Training on testing toolsets		Primary
Provide sample test scripts		Primary
Creation of functional test scripts and expected results	Primary	
Text execution schedule	Primary	Secondary
Creation of integration test scripts and expected results	Primary	
Execution of functional testing	Primary	Secondary
Execution of integration testing	Primary	Secondary
Remediation of issues found		Primary
Unit test modifications and interfaces		Primary
Simulation (various testing types)	Both	Both

2.4 Warranty and Post Implementation Support: The Vendor must warranty timely response and remediation of technical problems in accordance with requirements identified in the Information Technology specifications. If there is a system failure or other problems, the Hernando County Utilities needs to be assured that the Vendor shall respond immediately to correct problems so that service is not disrupted. Describe all support resources available. The Vendor should provide support that is capable of addressing any software-related problems during regular business hours. The Vendor must also supply a copy of the maintenance agreement that is proposed as well as a description of the software maintenance services, terms and conditions.

During the implementation, any support required will be delivered by the Professional Services resources already assigned to the County as a part of our implementation effort. As we provide



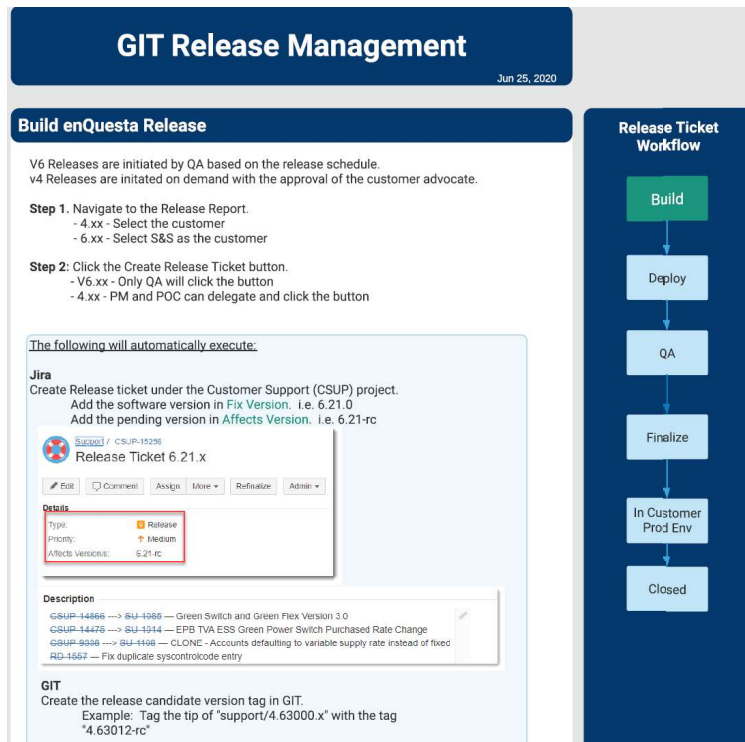
all development, implementation and support services ourselves, should development or support resources be required to support the County’s project, they will be made available. After Go-Live, S&S will provide three (3) months of continued support by the same Professional Services team that performed the installation.

After this Post Go-Live period, support for the County will transition to our Support Department, which is responsible for the long-term support of the solution. The relationship will then be governed by the agreed-upon Annual Support and Maintenance Agreement. S&S will provide all required application and technical support, along with all managed services for the infrastructure. Complete details of these services are provided in Tab 3 – Section E earlier in this response.

2.5 Annual Maintenance and Upgrades: The Vendor shall provide the annual maintenance fees associated with the new utility billing software. Annual maintenance and upgrade costs need to specify hosted systems. It is expected that upgrades shall be available to allow Hernando County Utilities to take advantage of improvements in the software capabilities. The Vendor shall provide regular upgrades to the software from the date of implementation. The Proposal will describe the upgrade process.

S&S releases minor updates to the solution 4-6 times each year. These releases contain corrections to the software and minor enhancements to functionality. S&S will deploy the release to the County’s Test environment when it is ready in order for the County to perform any testing required for your specific business processes in excess of our internal QA, manual testing and automated testing. Once the County approves of the release, S&S will deploy the release to the Production environment outside of business hours.

S&S uses a documented release management process through Git and Jira, our ticketing tool. With version 6 and enQuesta Cloud, the release process is managed by S&S resources.

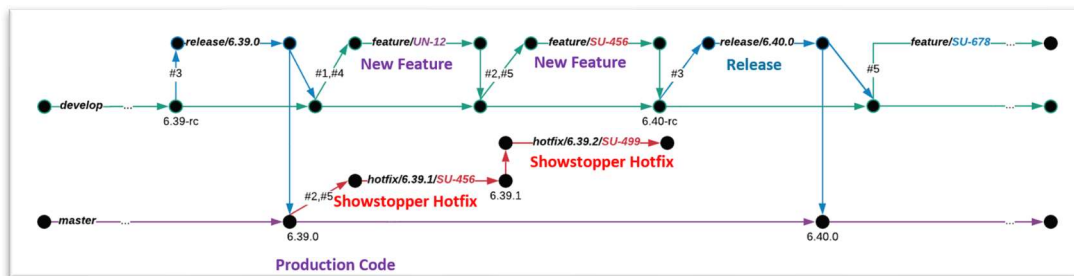






S&S maintains code and environment control through five main tools:

**Git** – Industry standard version control system. We ensure that all v6 customers remain on the same code base through this tool, with custom development controlled by flags.



**Ansible & Jenkins** – S&S uses both these tools to automate the build process. Through this automation, builds can be completed at a fraction of the time of manual builds and the chance of human error is removed, ensuring stable, precise builds.

**Docker** – S&S uses Docker internally to quickly set up environments for development and testing. This allows S&S to test environment setups and deployments before we push them to the customer.

**DataSlicer** – Internal tool utilized to copy configuration settings, allowing developers and QA to work on an environment with the same settings as the customer.

S&S releases a new major version of enQuesta every 3-4 years. These major versions include significant new and improved functionality, along with advances in the underlying technology and available technology stacks. The County will NEVER have to re-license any of the existing enQuesta modules when taking on a major update project, as those licenses are purchased for life, even when new versions provide significant new functionality to those modules.

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2.6 Pricing: Provide detailed pricing of all costs to fully implement the successful operation of the proposed utility billing system. Include cost of software license or subscription fees, modification, implementation, training, add on third-party software, annual maintenance, travel, data conversion and any other anticipated costs.

Pricing for our solution has been provided under a separate cover, as requested. The listed costs include ALL costs for the implementation and long-term support of the solution.

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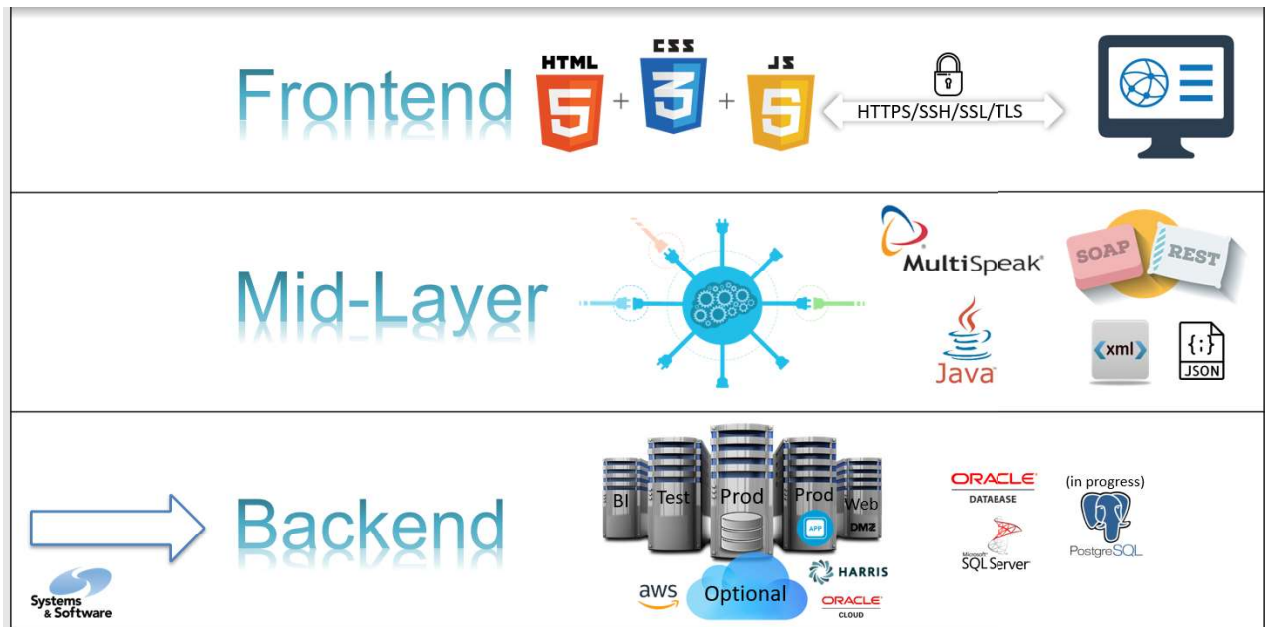
**3 System Functional Requirements:**

**3.1 General Functionality:**

System must be compatible with industry standard technology systems. If accessible by web, browser should be standards compliant.

enQuesta utilizes Google Materials Design for the front-end of the solution, providing the basis for developing an intuitive, recognizable experience. The front-end uses grid-based layouts, responsive animations and transitions, padding and depth effects. Users who have any experience with modern web-based applications and software will feel right at home with enQuesta. The solution currently utilizes MS Edge, but a browser-agnostic (Edge, Chrome, Firefox, Safari, etc.) solution is scheduled for the next major upgrade.

Beyond that, we've developed the most advanced, complete integration architecture on the market, described in more detail below. And on the back-end, we've adopted new options for the OS and database, invested in performance improvements like clustering, and developed a method to allow enQuesta to take full advantage of any cloud or hybrid environment.

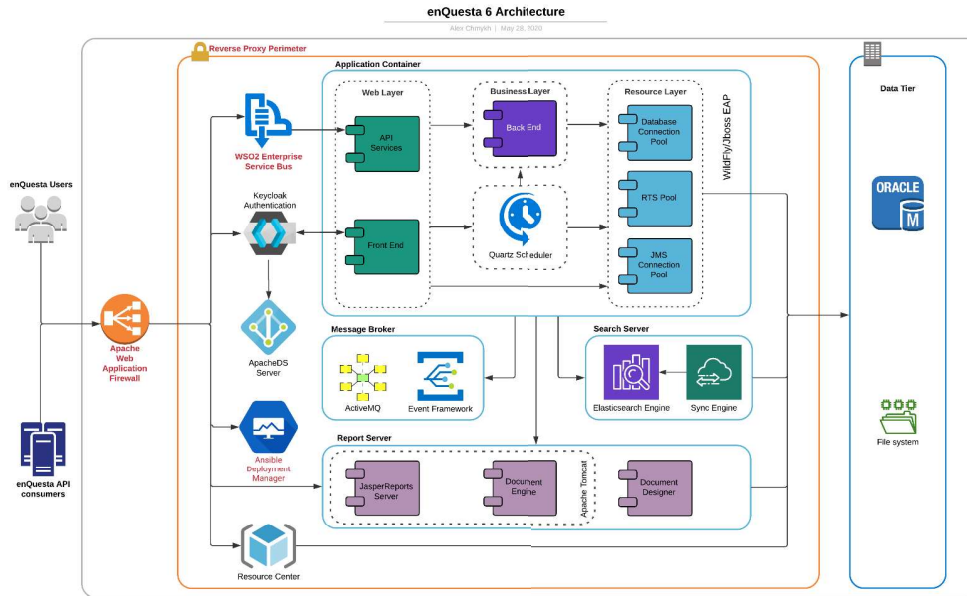


**enQuesta Architecture & Network**

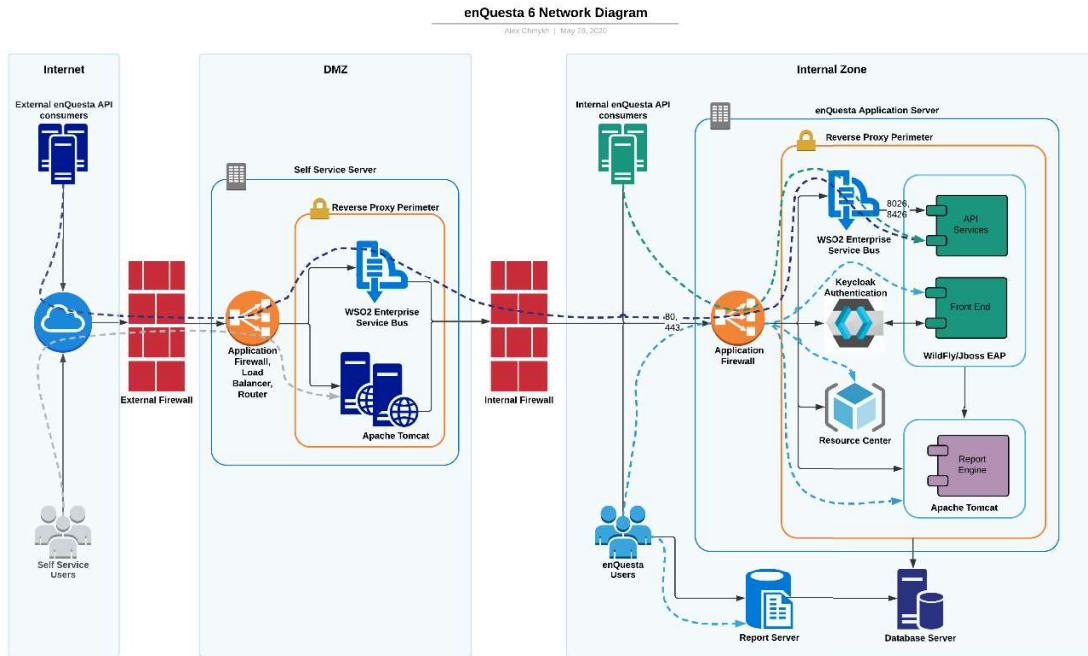
enQuesta 6 is designed to segregate the major components of the solution, like the presentation layer, business layer and database, to provide both a solid foundation and adaptable flexibility. This architecture allows us to inject additional technology into the solution without making major changes to the core pieces that comprise the software. Through this approach, we've been able to seamlessly integrate new firewall technology, a WSO2 ESB, Keycloak security features (LDAP/AD Integration), a separate reporting layer, Ansible for quick deployments, and significant API and integration options.



### enQuesta v6 Architecture:



### enQuesta v6 Network:



Include user defined fields with parameters defined by the user.

enQuesta includes numerous user-defined fields (called “flex fields”) throughout the system and covering every major record (premise, customer, meter, etc.). During the implementation, S&S will work with the County to define these fields and provide best-practice assistance in utilizing them to the County’s maximum advantage.



---

Use efficiencies to expedite processes such as setting up new accounts, meter changes, creating service orders, delinquencies and penalties and billing.

enQuesta is specifically designed to move work forward quickly through two primary avenues. First, we designed the user experience to make everything intuitive to use. Any user with general Internet experience will feel right at home, as the front-end is built with guidance from Google Materials Design. Second, and most importantly, we've injected significant intelligence and automation throughout the solution. So processes where some or all of the inputs can be automated happen automatically without waiting on a user.

---

Solution integrates using SSO (LDAP or SAML) with granular role-based access controls.

enQuesta fully supports single-sign-on (SSO). Security within the application is group-based, with users assigned to groups based upon job roles (unique users with special permissions can be assigned their own group of one). Groups are assigned one of four access levels (no access, read-only, edit and supervisor) to each area of enQuesta. The County's administrators can edit individual user's permissions at any time.

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Provide system administration including the ability to change or update field values within the system.

enQuesta includes a robust administration module so County administrators can have maximum control over the solution. While many database fields are not directly editable for security and auditing purposes, enQuesta includes a supervisory security level that can be allowed to directly edit many customer data points.

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Real time processing of end user data entry.

All activities within enQuesta happen in real-time, so any updates to an account or payments taken are immediately reflected in the system.

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Support lockbox file processing.

enQuesta fully supports lockbox processing, and we have included an enQuesta standard interface to the County's lockbox provider as a part of this proposal.

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Support batch payment processing.

enQuesta fully supports batch payment processing. We have included an interface to an outside payment vendor within this proposal.

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No deferred batch process for cashier/kiosk in-house payments.

Payments taken directly in enQuesta, or through real-time integrated payment processors, like your kiosk vendor, are reflected on the account in real-time.

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Provide training and test environment modes.



Both Train and Test environments are a standard part of the enQuesta Cloud deployment. If the County chooses an on-premise deployment, we can deploy to several secondary environments (Train, Test, etc.).

Provide technical support for software between 8:00 am and 5:00 pm Eastern time.

Our standard support hours are from 8AM to 5PM, local customer time (Eastern). All technical and application support is done out of our offices in Winooski, Vermont.

Software integration capabilities with current (eFinancePlus) and future ERP solutions via API or batch import and export.

S&S has a standard integration to financial solutions that we will utilize to connect to eFinancePlus. We utilize an open integration platform, which allows us to choose the most advantageous integration method possible (API, REST, SOAP, etc.) for any current or future integration. When the County upgrades to a future ERP solution, we will utilize the most advanced solution available at the time that achieves the desired results for the County.

Product to be service address based.

enQuesta is service address (premise) based.

Product should link address and parcel key.

enQuesta can link both of these items on the premise record.

Approval workflow capabilities with group scoping.

enQuesta has the most powerful and robust workflow engine available in the industry. We have invested heavily to inject significant artificial intelligence into the solution to keep work moving without the need for constant human intervention. When intervention is required, like for approvals, enQuesta has a robust Work Queue that allows users and supervisors to quickly and easily see what work is waiting for them and act upon it.

The screenshot shows a web browser window titled "enQuesta Work Queue -- Webpage Dialog". The main content area is titled "My Work Queue" and displays a "WORK ORDER FATAL LIST (115 Items)". Below the title is a table with columns: Appl..., Account, Year, Order #, Address, Service Person, Schedu..., Type, Type Description, Fata..., Fata..., and Action. The table contains several rows of work order data. Below the table, there are several sections with expandable/collapsible icons and labels: "METER EXCHANGES (0 Items)", "Credit Refund Work Queue (2 Items)", "SET CYCLE/ROUTE/PRESSURE DISTNH SEQ# (0 Items)", "BILLING WORK ORDERS (0 Items)", "ACCOUNTS VIEWED BY ME TODAY (2 Items)", "FAILED JOB SCHEDULER JOBS (0 Items)", "NON-FATAL (0 Items)", and "BILLING SET DETECTOR METER SIZE (0 Items)".

Appl...	Account	Year	Order #	Address	Service Person	Schedu...	Type	Type Description	Fata...	Fata...	Action
3	14-1111.301	2019	62019...	2323 AMISTAD DR		09/18/2...	1300	MTR METER TEST	29	REA...	[Icons]
3	14-7474.301	2019	62019...	0707 AVALON AVE	RENE HERNANDEZ	11/06/2...	500	MOVE OUT/MOVE IN	0	FAT...	[Icons]
3	11-5757.300	2019	62019...	1010 BEACON HILL DR	JOE GARZA	11/06/2...	5190	BL REREAD BILLING	0	FAT...	[Icons]
3	28-2727.300	2019	62019...	9696 BETHLEHEM	ED BLEVINS	10/28/2...	132	NS SET NEW METER 2ND	276	FOS...	[Icons]
3	28-2727.300	2019	62019...	9696 BETHLEHEM	ED BLEVINS	10/24/2...	107	NS METER INSTALL	276	FOS...	[Icons]
3	28-2828.300	2019	62019...	2020 BETHLEHEM	ED BLEVINS	10/24/2...	107	NS METER INSTALL	276	FOS...	[Icons]
3	28-2828.300	2019	62019...	2020 BETHLEHEM	ED BLEVINS	10/28/2...	132	NS SET NEW METER 2ND	276	FOS...	[Icons]
3	14-4747.301	2019	62019...	0808 BETHLEHEM ST	JAMES SISK	11/06/2...	510	MOVE OUT/VACANT	0	FAT...	[Icons]
3	28-1414.300	2019	62019...	1515 BIRUNI ST	ED BLEVINS	10/24/2...	107	NS METER INSTALL	276	FOS...	[Icons]
3	11-4141.300	2019	62019...	3636 BRADFORD ST	JOSE AVALOS	11/06/2...	5190	BL REREAD BILLING	0	FAT...	[Icons]
3	12-1818.304	2019	62019...	1616 BRIARCLIFF DR	CHARLES PERRY	11/06/2...	5190	BL REREAD BILLING	0	FAT...	[Icons]
3	17-1818.304	2019	62019...	1616 BRIARCLIFF DR	CHARLES PERRY	11/06/2...	5310	BL REREAD BILLING	0	FAT...	[Icons]





Ability to generate user menus and custom data fields (e.g., protected names, addresses, etc.)

enQuesta has robust customization and personalization options. This includes a significant number of flex-fields in all major database records, which the County can customize to record information pertinent to your goals. The solution gives individual users the power to choose which aspects of the system to display by default when they pull up an account. So customer service users may see usage and payment information, while meter shop users may see meter details and usage, and collections users may see payments and collections info. Plus, all users will have access to any other information with just a click.

Data archive capability – purge and archive customer account histories.

enQuesta has archiving and purging capabilities. This is usually managed by S&S resources based upon the client's required archive/purge schedule.

Efficient audit trails and reporting.

The County's enQuesta administrators will have access to the enQuesta Change Register, which is a complete record of all field-level changes to the database. Administrators can use the Register's interface to filter by account, customer, premise, work order or device to find the record of changes. This provides a complete audit trail of all events in enQuesta and includes pertinent information like the user who made the change, the time and date of the change, and the previous value that was changed.

Access to customer data for purposes of generating custom ad hoc reports, with easy exportation to Microsoft Excel, Microsoft Word, or others.

The included Cognos Analytics solution will provide the County with the ability to create both simple and complex custom and ad-hoc reports based upon almost any field in the database. Cognos also includes significant data visualization options, and the ability to export to any standard format (Excel, Word, CSV, TXT, PDF, etc.). S&S will provide training on Cognos as a part of the implementation so the County will be able to create reports specific to your needs.

Vendor should provide proof of PCI-DSS compliance and PCI attestation.

We designed enQuesta to never store nor process credit card or banking data, ensuring that your payment vendor's (InvoiceCloud) PCI compliance is maintained. InvoiceCloud and enQuesta will only pass tokens between the systems, so customer credit card information is only handled by InvoiceCloud and never processed in enQuesta.

- **If the solution is identified as on premises:**

S&S is proposing a hosted solution using enQuesta Cloud. However, because the solution can be deployed on-premise as well, we have answered the security-related questions below.

Describe how security is integrated into your Software Development Lifecycle?

S&S manages security throughout the development lifecycle for all code we create. We run security checks and perform tests at every step of development to ensure that the final code has



been tested throughout the process to catch vulnerabilities that a single final test may miss. Additional security procedures are also done regularly to ensure the solution is significantly hardened.

Describe methodologies used for security-related testing?

S&S has robust internal testing for security vulnerabilities in several places along the development lifecycle. We also have highly-regulated customers who are required to perform (themselves and through a third-party) regular security audits on the software. This includes penetration testing and testing for all common/major threat vectors. S&S is heavily involved in this testing process and takes what is learned into the next release of the software.

Describe any third-party security-related assessments?

S&S has customers that require third-party security testing for the software. S&S can release the results of these tests as they are shared with us, as allowed under our contracts with those customers.

Describe methodology or process involving patch management, security updates, or vulnerability management?

All identified security issues are considered Showstopper issues, and remediation work begins immediately. S&S manages the code base within Git, and utilizes Ansible, Jenkins and Docker for secure, reliable and repeatable deployments. S&S will work with the County's IT department when deploying updates to the Train/Test environment. S&S can make security-related updates mandatory. After being deployed to the Train/Test environment and tested by the County, S&S can deploy the release to your Production environment. In a cloud solution, this is all managed by S&S while we keep the County IT or business leaders updated on the process. In an on-premise deployment, S&S will work with the County's IT, who will have to be involved in the deployments.

- **If the solution is identified as hosted (Cloud-based):**

Where is the data physically hosted?

S&S and enQuesta Cloud utilize Oracle Cloud's datacenters for secure and reliable hosting for the solution. Oracle Cloud is a top-5 cloud vendor with significant physical and logical security controls to ensure application security. The County's solution will utilize Oracle's Ashburn, VA location, with Oracle's Phoenix, AZ location as a secondary site.

Do you host or use a third-party hosting platform?

We utilize Oracle Cloud for hosting.

How is the data secured both in motion and at rest?

Encryption of PII is done in the database using the Java implementation of either the 3DES or AES encryption algorithms at the County's direction. For data in transit, S&S utilizes the latest Transport Layer Security technologies: TLS 1.0-1.2 with 4096-bit RSA encryption using SHA-256. Certain PII information can be masked in the system instead of displayed with the customer



information. Banking and credit card information is never stored or processed in enQuesta to maintain your payment provider's PCI compliance.

Please list audit certifications that the data center has passed.

Oracle has procured third-party attestations that cover a wide range of compliances. A non-exhaustive list of major certifications is available below. Within this is Oracle Cloud Infrastructure's SOC 2 and SOC 3 compliances, acquired through yearly auditing by Ernst & Young. Copies of the SOC 3 summary report are available for public inspection, and the cover letter is available on the following pages.

Oracle Cloud maintains the following compliances for the US/North America:

- CSA STAR
- ISO 9001
- ISO/IEC 20000-1
- ISC/IEC 27001
- ISO/IEC 27017
- ISO/IEC 27018
- ISO/IEC 27701
- PCI-DSS
- SOC 1
- SOC 2
- SOC 3
- DoD DISA SRG
- FedRAMP
- FIPS 140
- HITRUST CSF
- HIPPA



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## SECTION I – REPORT OF INDEPENDENT ACCOUNTANTS

To the Management of Oracle Cloud Infrastructure;

### Scope

We have examined management's assertion, contained within the accompanying "Management's Report of Its Assertions on the Effectiveness of Its Controls Over the Oracle Cloud Infrastructure System Based on the Trust Services Criteria for Security, Availability, and Confidentiality" (Assertion), that Oracle Cloud Infrastructure's controls over the Oracle Cloud Infrastructure System were effective throughout the period October 1, 2020 to March 31, 2021, to provide reasonable assurance that its principal service commitments and system requirements were achieved based on the criteria relevant to security, availability, and confidentiality (applicable trust services criteria) set forth in the AICPA's TSP section 100, *2017 Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy*.

The System consists of the following services:

- Analytics Cloud
- Announcements
- API Gateway
- Application Migration
- Archive Storage
- Audit
- Autonomous Database on Dedicated Cloud at Customer Exadata Infrastructure (ADB-D on ExaCC)
- Autonomous Database on Dedicated Exadata Infrastructure (ADB-D on ExaCS)
- Autonomous Database on Shared Exadata Infrastructure (ADB-S on ExaCS)
- Block Volume
- Blockchain Platform
- Client Logging as of date 11/30/2020
- Cloud Guard
- Cloud Shell
- Compute
- Container Engine for Kubernetes
- Content and Experience
- Data Catalog
- Data Flow
- Data Integration
- Email Delivery
- Events
- FastConnect
- File Storage
- Functions
- Fusion Analytics Warehouse
- Gen2 Exadata Cloud at Customer (ExaC@C)
- Health Checks
- Identity and Access Management (IAM)
- Integration
- Load Balancing
- Logging
- Logging Analytics
- Management Agent
- Marketplace - Consumer
- Monitoring
- MySQL Database
- Notifications
- Object Storage
- Operations Insights as of date 10/20/2020
- Optimizer as of date 11/3/2020
- Oracle Cloud VMWare Solution
- OS Management



- Data Safe
- Data Science
- Data Transfer
- Database - Bare Metal
- Database - Exadata
- Database - Virtual Machine
- Digital Assistant
- Distributed Denial of Service (DDoS) Protection
- Registry
- Resource Manager
- Search
- Service Connector Hub
- Streaming
- Tagging
- Vault
- Virtual Cloud Network (VCN)
- Web Application Firewall (WAF)

supported by availability domains and points of presence in the following regions:

*Commercial Regions*

- Australia East, Sydney, Australia
- Australia Southeast, Melbourne, Australia
- Brazil East, Sao Paulo, Brazil
- Canada Southeast, Toronto, Canada
- Canada Southeast, Montreal, Canada
- Chile Central, Santiago, Chile as of date 12/3/2020
- Germany Central, Frankfurt am Main, Federal Republic of Germany
- India South, Hyderabad, India
- India West, Mumbai, India
- Japan Central, Osaka, Japan
- Japan East, Tokyo, Japan
- Netherlands Northwest, Amsterdam, Netherlands
- Saudi Arabia West, Jeddah, Saudi Arabia
- South Korea Central, Seoul, Republic of Korea
- South Korea North, Chuncheon, Republic of Korea
- Switzerland North, Zurich, Switzerland
- UAE East, Dubai, UAE
- United Kingdom South, London, United Kingdom
- United Kingdom West, Cardiff, United Kingdom as of date 10/30/2020
- United States East, Ashburn, Virginia, United States
- United States West, Phoenix, Arizona, United States
- United States West, San Jose, California, United States

*Government regions*

- United Kingdom Government South, London, United Kingdom
- United Kingdom Government West, Newport, United Kingdom
- United States Department of Defense East, Ashburn, Virginia, United States
- United States Department of Defense North, Chicago, Illinois, United States





- United States Department of Defense West, Phoenix, Arizona, United States
- United States Government East, Ashburn, Virginia, United States
- United States Government West, Phoenix, Arizona, United States

and office facilities and security/network operating centers in the following locations:

- Bangalore India
- Dublin, Ireland
- Hyderabad, India
- Kaunas, Lithuania
- Nashua, New Hampshire, United States
- Seattle, Washington, United States

(collectively, the "System").

Attachment A indicates that Oracle Cloud Infrastructure's controls can provide reasonable assurance that certain service commitments and system requirements can be achieved only if complementary user entity controls assumed in the design of Oracle Cloud Infrastructure's controls are suitably designed and operating effectively, along with related controls at the service organization. Our examination did not extend to such complementary user entity controls and we have not evaluated the suitability of the design or operating effectiveness of such complementary user entity controls.

#### *Management's Responsibilities*

Oracle Cloud Infrastructure's management is responsible for its assertion, selecting the trust services categories and associated criteria on which the its assertion is based, and having a reasonable basis for its assertion. It is also responsible for:

- Identifying the System and describing the boundaries of the System
- Identifying our principal service commitments and system requirements and the risks that would threaten the achievement of its principal service commitments and service requirements that are the objectives of our system
- identifying, designing, implementing, operating, and monitoring effective controls over the System to mitigate risks that threaten the achievement of the principal service commitments and system requirement

#### *Our Responsibilities*

Our responsibility is to express an opinion on the Assertion, based on our examination. Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform our examination to obtain reasonable assurance about whether management's assertion is fairly stated, in all material respects. An examination involves performing procedures to obtain evidence about management's assertion, which includes: (1) obtaining an understanding of Oracle Cloud Infrastructure's relevant security, availability and confidentiality policies, processes and controls, (2) testing and evaluating the



operating effectiveness of the controls, and (3) performing such other procedures as we considered necessary in the circumstances. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risk of material misstatement, whether due to fraud or error. We believe that the evidence obtained during our examination is sufficient to provide a reasonable basis for our opinion.

Our examination was not conducted for the purpose of evaluating Oracle Cloud Infrastructure's cybersecurity risk management program. Accordingly, we do not express an opinion or any other form of assurance on its cybersecurity risk management program.

*Inherent Limitations*

Because of their nature and inherent limitations, controls may not prevent, or detect and correct, all misstatements that may be considered relevant. Furthermore, the projection of any evaluations of effectiveness to future periods, or conclusions about the suitability of the design of the controls to achieve Oracle Cloud Infrastructure's principal service commitments and system requirements, is subject to the risk that controls may become inadequate because of changes in conditions, that the degree of compliance with such controls may deteriorate, or that changes made to the system or controls, or the failure to make needed changes to the system or controls, may alter the validity of such evaluations. Examples of inherent limitations of internal controls related to security include (a) vulnerabilities in information technology components as a result of design by their manufacturer or developer; (b) breakdown of internal control at a vendor or business partner; and (c) persistent attackers with the resources to use advanced technical means and sophisticated social engineering techniques specifically targeting the entity.

*Opinion*

In our opinion, Oracle Cloud Infrastructure's management assertion referred to above is fairly stated, in all material respects, based on the applicable trust services criteria, if the user entity controls assumed in the design of Oracle Cloud Infrastructure's controls operated effectively throughout the period October 1, 2020 to March 31, 2021.

*Ernst + Young LLP*

May 14, 2021



Describe security controls in place in the hosting environment (including physical security, access control, employee security awareness).

Oracle Cloud utilizes some of the most secure, hardened and redundant data centers in the country. Below are just some of the facility features available through this solution:

- The data center resides in Ashburn, VA or Phoenix, AZ, due to their safe location from many of the typical Force Majeure threats and ability to accommodate many fiber connectivity hubs.
- Use redundant power sources and maintain generator backups in case of a widespread electrical outage.
- Server rooms are closely monitored for air temperature and humidity, and fire suppression systems are in place.
- Facilities are durably built with steel, concrete, or comparable materials and are designed to withstand impact from a light vehicle strike.
- Facilities are staffed with security guards who are ready to respond to incidents 24 hours a day, 7 days a week, 365 days a year. The exterior of the sites are secured with perimeter barriers, and vehicle checks are actively monitored by a guard force and cameras that cover the building perimeter.
- Server rooms are built with additional security layers, including cameras that cover server rooms, two-factor access control, and intrusion-detection mechanisms. Physical barriers are in place to create isolated security zones around server and networking racks.

What, if any, security-related responsibilities would we as a client have?

The County will be responsible for co-managing the VPN tunnels to the data center, as well as security on the individual-user level, which includes assurances that User IDs and passwords are kept secret and secure and that all users act in accordance with all applicable laws and S&S security controls (which are regularly updated).

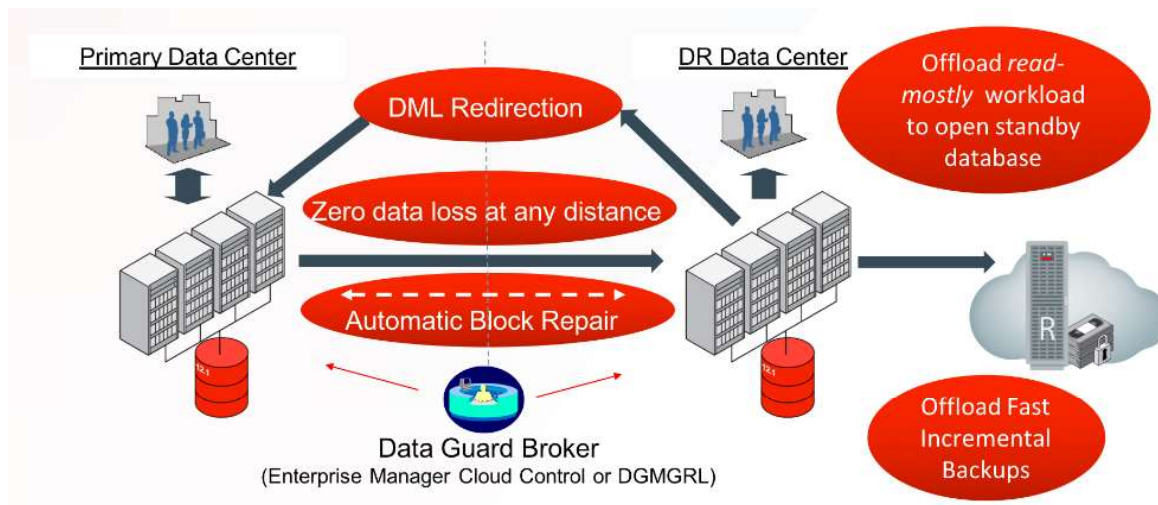
Describe data recovery procedures.

Note that backups and recovery are a part of the Managed Services provided by the enQuesta Cloud solution.

Daily backups occur each evening and are retained for five business days. The Recovery Point Objective (RPO) for enQuesta is to recover from the most recent of these evening backups to minimize data loss. Recovery Time Objective (RTO) for enQuesta is 12 hours. Often recovery time is 4 hours or less, but this is dependent on the type of failure that may have occurred.

Complete server and data backups are taken at a 24-hour interval and replicated to a different Oracle data center facility (geographically disparate) should any type of restoration be required. This backup can be made available to the Customer at any point.

If The County requires more aggressive RPO or RTO targets, S&S can provide access to Oracle's Data Guard technology. Data Guard provides replication of your production database to a secondary/standby database making your RPO real-time. Active Data Guard is an additional feature which allows the secondary database to be accessed in a read-only capacity. Both Data Guard and Active Data Guard require additional database licensing and maintenance costs.



Who would own the data?

The County will always retain ownership of its data.

How would we get the data back if the relationship is terminated?

S&S will provide the data in our standard format within a reasonable timeframe. Specifics regarding the format and timeframe can be defined in the contract but may require additional effort to complete.

#### 4 Customer Account and Location Management

Support an unlimited number of accounts.

Yes, enQuesta can support an unlimited number of accounts.

Product should track customer classification and type of services provided.

Classification is recorded for all accounts. Each account is connected to the various appropriate services through our data model. For users, pulling up the account in enQuesta provides the account classification information and active services immediately.

Ability to view all customer account activity in one location including, but not limited to, read history, billing history, payment history, notes, etc.

When pulling up the account, the user will enter into the enQuesta Inquiry Portal, the main landing page for all interaction with enQuesta. This page includes a column of fast facts about the premise, customer and account. The page also includes customizable widgets with various types of information. So a billing specialist can customize the system to display the payment and usage history automatically, while a meter shop worker may see premise and device information. This gives each user the power to see the important information for their specific job without requiring extra clicks. Regardless, any user can see all pertinent information (reading history, billing history,





premise information, payment history, etc.) with just a click. Account notes are always available on the screen.

The screenshot displays the enQuesta software interface for account 10-2743.301. The interface is divided into several sections:

- Account Information:** Account # 10-2743.301, Status Code ACTIVE, Driver's License L000\*\*\*\*\*.
- Balance and Credit Summary:** Shows actual current balance of \$0.00, past due of \$6,338.75, and net balance due of \$6,338.75.
- Summary History:** A table of transactions including bills and payments from 08/09/2021 to 03/09/2021.
- Usage Graph:** A bar chart titled 'Monthly Usage in ,000 Gallons' for August 2020 to August 2021.
- Notepad Information:** A table of notes, including one dated 09/08/2021 at 10:34 AM stating 'Customer asked why their last AUG bill was so much higher than their current.' and another at 10:35 AM stating 'Customer would like to know why their bill is so high.'
- Balance and Status Details:** Last billed amount of \$6,338.75, last billed date of 08/09/2021, and pending charges less payments of \$0.00.
- AGING DETAIL:** A table showing balances for WATER, SEWER, ELECTRIC, and GAS, categorized by current and past due amounts.
- Account Calendar:** A calendar view for September 2021.

Ability to make changes to customer account from customer account information screen.

Changes to the account can be made directly from the Inquiry Portal after pulling up the account. All changes are reflected in the system in real-time.

Ability to define, add, change and delete an unlimited number of account types.

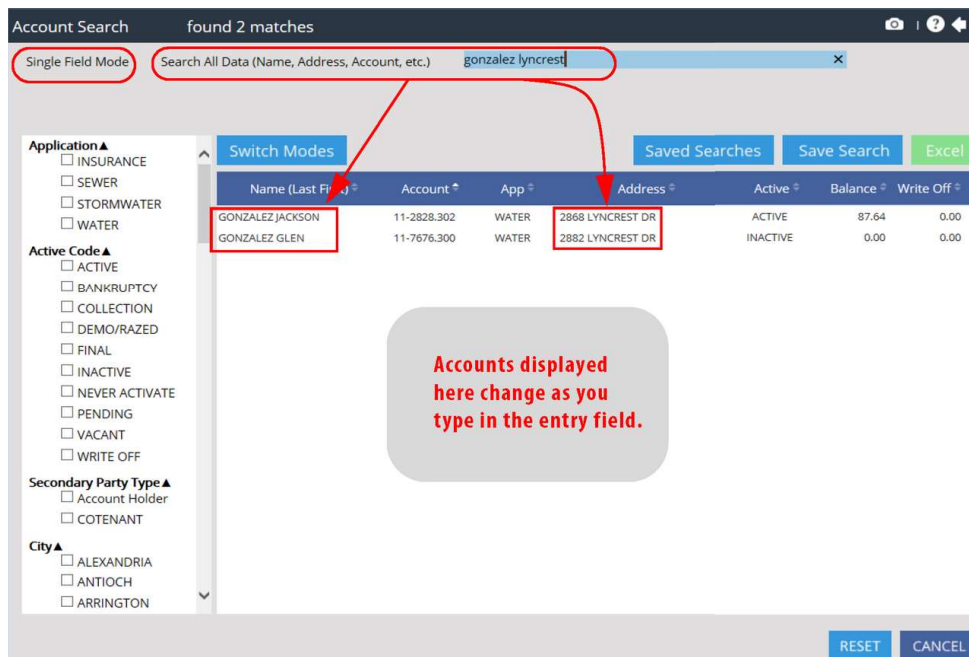
enQuesta can support unlimited account types. These types will be established during the implementation, through our extensive Discovery and Business Process Analysis processes.

Ability to query an account based on various search criteria such as customer name, account number, parcel number, service address, meter ID, telephone number, e-mail address.

enQuesta v6 now includes an Instant Search function, which accepts a wide variety of potential inputs, and brings up significant account information as you type. For example, one could search for "Smith First 1234" when looking for "Robert Smith, who lives at 1234 First St" and with each keystroke the list of most relevant results is automatically updated. Not only does this make searching easier, especially when dealing with partial information, but relevant information is seen in the search results before even going into the account. So based on the search results, the rep may see that Mr. Smith has a large overdue balance and already knows part of his particular journey.

Search results can also be exported to Excel, so this feature can also be used to create simple reports across your entire customer base.





Ability to display query results on a map.

enQuesta currently utilizes SmartURLs to integrate with your GIS. With just a click, users can utilize your GIS solution to see the premise on a map. Integrated maps within an enQuesta widget are currently in development and scheduled for a future release.

Ability to track and maintain seasonal customers.

enQuesta fully supports seasonal customers.

Provide summary and detail level inquiry of customer accounts, consumption, amount paid per year.

All of this information is available in summary form through the customizable widgets, and in detail form by clicking on the associated tab atop the Inquiry Portal. Users can then easily drill down with just a click for even more detailed information about anything associated with the account (customer information and history, premise information and history, usage, payments, bills, etc.).

Provide user-defined fields to be maintained for each record.

User-defined fields are available throughout the solution, for all major records.

Ability to establish and maintain developer agreements – escrows, construction credits, pre-pays. Track pre-paid and construction escrow accounts and reduce balances as escrows are used for new service accounts created.

enQuesta fully supports deposits for commercial sites. For construction escrow, credits and pre-pays, in our experience, this type of functionality is best provided by Community Development or Permitting software. enQuesta has some permitting functionality for new sites, but extensive financial dealings with developers are generally outside of the scope of the CIS. S&S can certainly interface enQuesta with whatever solution manages this for the County, and miscellaneous fees can be attached to any enQuesta bill (for both customers and non-customers).



Ability for unlimited notes on accounts with ability to assign alert flags where needed.

All notes in enQuesta are unlimited in size and free-form, providing the freedom to notate anything that needs it. Notes are displayed chronologically, with the ability to filter/search on notes as needed. Alerts that provide immediate information to anyone pulling up the account are available.

Ability to track frozen and/or meter accounts where services were temporarily disrupted.

enQuesta is fully capable of tracking these accounts.

Ability to provide an audit trail for any changes to an account.

The County's enQuesta administrators will have access to the enQuesta Change Register, which is a complete record of all field-level changes to the database. Administrators can use the Register's interface to filter by account, customer, premise, work order or device to find the record of changes. The Change Register records:

- Type of change
- Date and time
- File
- Description of relevant field
- Operator
- CIS (Customer number)
- Account number
- Account name
- Premise
- Device
- Old data
- New data

If available and applicable, the Register also records:

- Application (relevant service)
- Address sequence number
- Premise address
- Comments
- Work order year
- User
- Dispute date
- Mailing address
- Face sequence number
- Invoice number
- File type

Through this powerful tool, your admins will have access to a complete history of enQuesta, providing significant help in both incident research and general auditing. The tool also allows for reporting of these items.

Support unlimited transaction and consumption history.

Transaction and consumption history in enQuesta are unlimited.



Accommodate new customers at an existing service address through a transfer function.

enQuesta has powerful move-in/move-out workflows that automate much of this process and will be customized to the County's business rules. Because the enQuesta Data Model keeps separate records for the premise and the customer (combining them to create the account record), the process to move new customers in is a simple one. enQuesta also has robust functionality surrounding landlords and the different rules that apply when premises are owned by one party and occupied by another.

Ability to track property owner as well as tenant. Also track commercial business owners or tenants.

enQuesta can track both the owner and tenant. We have three different types of landlord/tenant relationships based upon who is responsible for the bill.

Ability to transfer customer balances and other related information to a new account when a customer transfers to a new service address.

Any information, notes or balances attached to a customer will remain with the customer when they move to a new location. Because the customer record is separate from the account record, this information will stay with the customer even if they leave your service area. So that if they return at a later date, the County's users can still see that customer's history.

Provide ability to attach scanned documents to a customer record.

enQuesta has a complete internal Document Management System (DMS) that manages all documents attached to major records within the solution. So scanned documents can easily be attached to a customer and then pulled back up at any time in the future.

Provide ability to mark an account as an "internal" account.

enQuesta can flag accounts as "internal," either through existing account fields or through flex-fields, depending on how the County handles internal accounts.

Provide ability to establish new service connections and interface with Property Appraiser and GIS.

The solution includes a New Sites module used for general permitting and new site creation within the CIS. As a part of this proposal, we are including integration to your GIS (assuming ESRI ArcGIS). We can integrate with any permitting or appraisal solution but need more information to properly scope the integration.

Provide a CASS certification (address validation) to insure and maintain accurate postal information.

enQuesta has internal address validation right in the application. With just a click of a button, users can validate an address against current postal information.

Ability to track information through the system by the customer. Ability to view all accounts a customer has had and current status of accounts.

The enQuesta data model keeps separate records for the customer and the premise, combining them to create the actual account. This allows any details specific to the premise or customer to



remain with that entity into the future. Your users will always be able to look up a customer by social security number (or other unique identifiers) and see all previous accounts, any notes specific to that customer, and any outstanding balances or write-offs.

Ability to track an unlimited number of user-defined events on an account (i.e., late notices, shut off, sent to collections).

enQuesta allows for unlimited events on an account.

Ability to display account information via web application.

For the County, S&S is including our Capricorn Customer Self-Service portal with our solution. This state-of-the-art web portal will give your customers the power to interact with their account on their terms and on their timeline. Capricorn will give your customers the ability to:

- View their current and past bills
- Pay their bill
- See their usage in graph and table formats
- Compare usage against the previous year
- Change contact information

S&S also offers Smart Form functionality, which can create intelligent forms for certain types of tasks your customers can initiate online, like starting/stopping service, payment arrangements, scheduling a technician visit and more.

The screenshot displays a user interface for a utility account. At the top, it shows the account number 000010-01 and a 'Logout' button. The main content is divided into several sections:

- Account Details:** Shows address (123 MAPLE AVE, SPRINGVILLE, NY 10001), credit rating (Good), name (HAPPY CUSTOMER), balance (\$80.98), and past due amount (\$123.45).
- My Alerts:** Contains an 'Outage Alert' (confirmed at 123 MAPLE AVE, SPRINGVILLE, NY 10001), a 'Planned Outage' (Apr 26, 2018), and two other alerts: 'Electricity Budget Exceeded' (\$80.98 vs \$10.00) and 'High Water Usage Alert' (25.00% vs 25.00%).
- My Current Usage:** Shows electricity usage of 11.1 kWh more compared to the previous bill. It includes a bar chart comparing current usage (674.6 kWh) to previous usage (663.4 kWh).
- Why was your consumption more?:** Lists factors like 33 days of winter weather (vs 32 days last year) and a higher average temperature (26.2F vs 18.5F).
- My Smart Meter Activity:** Shows current electricity usage of \$56.31 (130 kWh) and a predicted usage of \$72.36 (135 kWh).
- My Consumption Ranking:** Features three gauges for Electricity (16 out of 60), Water (13 out of 60), and Gas (1.6 out of 60).
- My Recent Account Activity:** A table showing recent transactions:
 

Date	Description	Amount	Balance
16-Feb-2018	REGULAR BILL	\$80.98	\$80.98
2-Feb-2018	PAC PAYMENT	\$-190.47	\$0.00



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Ability to track information through the system by contract or property. Ability to see all accounts at a given property and be able to view all accounts associated with a customer.

Information for all connected accounts is immediately available both in enQuesta and within the Capricorn customer portal.

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Single sign-on to a centralized user account created for use of multiple applications by utility staff.

enQuesta fully supports single sign-on.

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Portal will authenticate users and redirect them to the client application.

Authentication is handled by enQuesta's integration with your Active Directory (or other solution).

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### 5 Rates and Fee Management

Ability to define add, change, and delete an unlimited number of rate code types and amounts and must provide audit trail of all changes to rates and codes.

The enQuesta Rate Engine allows for an unlimited number and types of rates. The County administrators can add or change rates whenever they need to. Records of all rate changes are maintained within the system for auditing purposes.

Ability to define an effective date for rate tables and prorate charges based on the effective date, with the ability to test service rates with rate calculator.

enQuesta fully supports effective dates for rates and proration based upon the business rules set up during the implementation of the software. New or modified rates are tested using enQuesta's Quick Bill functionality. The differences between new and existing rates can also be tested using the system's "What If" functionality.

Ability to define service rates that are consumption based (water, sewer, reclaimed and sprinkler), fixed, percentage based, tiered, or seasonally, averaged by decimal increments.

The enQuesta rate engine fully supports all consumption, fixed and tiered rates. Additionally, through the included Rate Algorithm toolset, the County will be able to construct the most complex rates required, using various determinates from the enQuesta database. We designed this tool to give our customers the power to utilize any rate construct imaginable, freeing them from the constraints of their billing system when deciding upon the rate structures that will benefit their organization and customers.

Must support tiered block rate billing.

Tiered block rates are fully supported.

Ability to report detailed billing information with complete breakdown of tiered block rates reporting.

Through both the standard enQuesta reports and our custom reporting solution, Cognos Analytics, the County will have access to all manner of billing and rate-based reports. With Cognos, the County will have the ability to create custom reports for the specific items that are pertinent to your organization and goals.

Ability to define distribution of fees to multiple general ledger accounts based on user-defined account types, fee category, service type or reason code.

Every rate, charge or fee can have its own distribution to one or more GL accounts. enQuesta's financial module handles all of this behind-the-scenes, and exports the information to your financial software through the included GL interface.

Ability to prorate customer charges for service to date of occupancy.

Proration of charges is fully supported within enQuesta. Proration is done to the date of occupancy or move-out.



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Ability to back date the date of occupancy.

This is fully supported within enQuesta.

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Ability to define, add, change, and delete an unlimited number of service types.

Assuming this is speaking to account types/classification, enQuesta can support as many types as needed by the County.

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Ability to stop and start dates for individual fees on an account.

All rates and fees can have start and stop dates for specific accounts.

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## 6 Meter Reading and Inventory

Ability to define, add, change, and delete an unlimited number of meter types.

enQuesta has a robust inventory module that will allow the County to track all your meters and associated devices. The meter inventory records include fields to track the type of meter in inventory.

Ability to maintain an unlimited number of meters.

enQuesta can support an unlimited number of meters for the County.

Ability to maintain compound metering.

enQuesta fully supports compound meters.

Ability to identify a meter by type size, serial number, manufacturer, location, install date, and test date.

All of the above items, and many more, are maintained within the meter record for each individual meter. The County can also utilize enQuesta's flex-fields to collect custom information about each meter.

Provide ability to enter meter reading data through data entry screens from handheld devices or automated meter reading system.

S&S is including our standard upload/download interface with Neptune as a part of this proposal. We have also interfaced with numerous AMR and AMI solutions, both in batch and real-time, so if the County procures one of those types of solutions in the future, S&S is more than capable of building the integration.

Service consumption automatically calculated upon entry of meter reading with ability to edit readings.

When the readings are uploaded, the system calculates consumption automatically. Authorized users can edit readings at any time. Readings that fall outside of the parameters set by the County will fail the Reading Edit during the pre-billing process and will be set aside automatically to be manually reviewed by a user.

Allow concurrent meter reading data entry of one route while processing billing for another.

Processing billing for one cycle won't lock out any others.

Ability to maintain a list of frozen water accounts and send notice to identified property owners.

Users can easily view and report on accounts in various statuses. Through the Document Designer toolset, users can also create and send letters and notices for a wide variety of purposes.

Ability to list overtime or turn-off fees separately on invoice.

All fees can be itemized on the bill if desired.



Maintain meter readings and dates independent of customer account changes.

All meter readings will remain a part of the historical record for the account, premise and meter.

Provide ability to enter a meter change without interruption of the billing cycle and final billing.

Meter exchanges can be completed automatically as a part of a work order, or manually by a user. enQuesta also offers the ability to mass-change meters. enQuesta updates the meter record on the account in a manner that will not affect any billing cycles currently being run.

Generate work orders based on meter reading exception messages and actions entered along with meter reading.

Users will review any meter reading exceptions as a part of the pre-billing process. The user can create a work order to reread or investigate any failed reading with just the push of a button.

Ability to describe the location of the meter at the service location along with GIS coordinate and picture view.

enQuesta has fields to hold the lat/long of a meter at a premise. Users can also use notes to describe the physical location of the meter, if desired. Pictures can be attached to the account using our internal Document Management System.

Ability to view a history of all meters that have been installed at a service location.

enQuesta keeps a complete history of all meters that have ever been installed at a premise.

Ability to record unlimited notes for a meter.

Notes in enQuesta are free-form and unlimited.

Ability to define meter read types.

The County and S&S will define meter read types during the implementation of the software, based upon industry norms.

Ability to estimate meter reads based on user-defined history preferences.

S&S will configure the Reading Edit Criteria file using enQuesta standards to manage estimations, which the County can then edit at a later date if your estimation rules need to be changed.

Ability to estimate reads by route or by cycle, mass estimates.

Yes, enQuesta is able to perform mass estimates by read or cycle (or multiple cycles).

Ability to identify reads that were estimated versus actual.

Estimated reads are flagged as such within the system. The County can set parameters regarding how many estimations are allowed before an actual reading must be done to complete billing for that account.

Ability for system to automatically identify rollover readings based on meter setup.



enQuesta will automatically detect and properly account for rollover readings.

Flexible high/low feature that allows the user to set a range of parameters that produce consumption alerts.

S&S will establish high/low parameters for readings based upon enQuesta standards, and these can be modified within the Reading Edit Criteria program in enQuesta. High/low parameters can be established based upon the prior month's usage, prior year's usage, or an average based upon your business rules. When a reading falls outside these parameters, the accounts are identified during the pre-billing activities. Users will then review each exception and take action (just a button click) within the program. Unless a user holds the edit, the unvalidated readings will be automatically estimated after a set period of days, to keep billing moving forward. Action can then be taken to true-up these estimated reads at a later date.

Ability to change out meters at any time. Where meters have been changed out, ability to show separate individual meter readings and consumption and to show total consumption and billing amount on the same bill.

Meters can be changed out at any time. enQuesta will automatically show the separate readings on the bill when a meter was changed out during a cycle, in addition to the total combined consumption and associated charges.

Ability to change meter reading sequence without changing customer account number.

enQuesta's account numbers are not tied to the reading sequence, so this is not a problem.

Ability to graphically display consumption history for an account – includes ability to interface with other reporting software (for example, Aqua Hawk and others).

A graphical view of an account's consumption history is available both in the enQuesta application for your utility users and through the Capricorn customer portal for your end-users. Our proposed solution includes Cognos Analytics for reporting on enQuesta data. We can also integrate with other reporting solutions, like AquaHawk, but will need more information regarding the type and timeliness of data before we can properly scope the interface.

Ability to display average consumption by month and day for an account.

enQuesta calculates average consumption by month and has significant rules to calculate average winter consumption based upon the utility's exact needs.

Ability to display average consumption history in numerical and graphical format via web application.

Actual consumption is available in tabular and graphical formats. Average consumption can be added to the graphs if needed but may require a minor addition in functionality.

Maintains reading instructions, prints instructions on read sheets and provides information in meter reading handheld equipment.

enQuesta does maintain comments specific to meter reading. These comments can be sent to the handheld devices as part of the upload/download process and will print in the reading route needs to be printed.

Allows user to flag individual accounts for which zero consumption is not considered to be an exception.





enQuesta allows for separate validation rules for different types of accounts, locations, meters, and more. So the County will be able to designate certain types of accounts for which zero consumption will not fail the reading validation.

---

Prints meter route pages in customer number or route sequence number order.

When a route needs to be printed (for example, when the handheld system is down), enQuesta will print the reading route sorted by route and handheld sequence number.

---

Ability to interface with meter workorder system, and allows for utilization of iPad or similar field-use technology.

S&S has integrated enQuesta with several different major work order management solutions, and we also offer an optional complete Mobile Workforce Management solution, enQuestaLink. enQuestaLink utilizes iOS or Android applications (tablet and smartphone) to provide for mobile service work, and includes a complete dispatch and employee management solution. S&S would be happy to provide pricing for this revolutionary workforce solution, or if the County has another mobile workforce system in mind, S&S can always integrate enQuesta with any modern application.

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## 7 Billing Management

Supports single or multi cycle billing system.

enQuesta can accommodate any number of billing cycles.

Ability to bill a variety of charges, some based on metered services and some on flat fee services.

The Rate Management module, along with our Rate Algorithm Tool, allows for both metered charges and flat fees.

Ability to bill, track and flag BPAs (Backflow Prevention Assembly).

enQuesta has a complete backflow module for the management of backflow devices.

Provide reconciliation and daily balancing tools and reports.

enQuesta provides reconciliation and includes numerous standard financial reports.

Provide AR Activity Summary and Detail (Accounts Payable and Receivable Activities).

This information is available through the proposed reporting methods, both in summary and detail form.

Provides a complete or exception only billing pre-list for review prior to bill printing.

The creation of the Reading Edit file is the key action of the enQuesta pre-billing process. All accounts with readings that fail for one or more reasons will be listed in the program. Your billing users will then take action as necessary on the failures, or within a set period of time the failed reads will be estimated so billing can continue.

Allows printing of multiple cycles in one billing run.

Yes, enQuesta allows multiple cycles to be included in a single billing run.

Generates one utility bill covering all services and charges and itemizes charges separately.

enQuesta fully supports summary billing, including for customers with multiple premises. The bills will be itemized based upon your business rules, but all charges are capable of being itemized on each bill.

Maintains a file of comments (customizable bill messages) for inclusion on utility bills, reminder notices or shut off notices.

Yes, enQuesta has a program that maintains bill messages. The program allows for the customization of the messages and the definition of which bills the messages will apply to. enQuesta will automatically add the message to the bills (if enQuesta is generating the images) or add the message information to the XML file (if Cathedral is generating the images).



Ability to send automated email or text communications to customers based on County-defined parameters (high consumption readings, boil notices, etc.). Ability to interface with an automated phone software, IVR system or ability to export a calling file for these notifications.

The County can create letters for various purposes through our Document Designer tool. These letters can be automatically be sent, using data from the relevant accounts, as an aspect of other workflows through the system. We've integrated with numerous IVR solutions, but would need information regarding the County's system in order to scope the effort. Our integrations range from real-time exchange of information for screen-pop and other purposes, to batch transfers for outbound dialing.

Provides user-defined free form message on bills.

Bill messages in enQuesta are free-form.

Capable of including, but not limited to, the following information on the bill: Billing date, account number, service period, current meter reading, prior meter reading, consumption billed, itemized charges, balance forward, mount due, due date, past due date, numerical and graphical prior same period usage and average gallons used per day.

All of the above information, plus much more, can be included on each bill.

Generates a return stub so that cash receipts can be read with an optical character reader, scanning the account and amount.

The creation of an OCR code or bar code on the bills is fully supported.

Provides for billing restart in the event of a billing jam.

The billing process can be restarted if needed. Because the process is broken down into major steps, only the most recent step would have to be repeated. In a case of the actual printing is jammed, only the printing process needs to be restarted.

Ability to view and reprint a past bill at any time.

Users can view and print past bills at any time.

Produces final notices and calculates and generates them with the next upcoming bill cycle.

Final bills are calculated and generated with the next billing run, regardless of what cycle is being run at that time. The user can exclude final bills from a billing cycle, if needed.

Ability to produce statements for customers with multiple utility accounts.

enQuesta fully supports consolidated billing for customers with multiple accounts so they only receive one bill.

Ability to sort bills by zip plus four and include intelligent mail barcode to take advantage of postage discounts.

enQuesta supports Zip+4 and intelligent mail barcodes.



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Ability to export bills to a file for third-party printing vendor (currently Cathedral Corporation).

This is fully supported, and we have worked with numerous bill print vendors. We have included a simple interface for bill printing with this proposal, but the scope may change as we get more details regarding how the County wishes to manage this relationship (i.e., generate PDFs in enQuesta and send to Cathedral, generate XML in enQuesta and send to Cathedral, or some other method). The County can also use our tools to redesign the bills during the implementation.

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Ability to prorate bills for new and final/closed accounts.

enQuesta supports proration for Regular Bills, Final Bills and New Bills. Proration rules can be separate for each type of bill.

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Calculates final bills during any cycle based on the internal issuance of a turn off, service order or closing a customer account.

Final bills are calculated and created, by default, during the next billing of any cycle.

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Supports billing adjustments such as read errors, automatically adjusts billing amount and history.

enQuesta fully supports these kinds of adjustments, which are restricted to authorized users. The system automatically adjusts the billing amount and history to ensure

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Allows for use of various adjustment codes in order to be able to track type of adjustments made.

enQuesta has numerous types of adjustments that can each be utilized based upon the reason for the adjustment and type of adjustment being made. All adjustments are tracked completely within the system.

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Ability to post and track rebates or specials as a credit to customer accounts.

enQuesta can track and apply various types of credits to accounts.

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Allows printing of a third-party (dual notification) bills during bill run.

enQuesta can fully support sending duplicate bills to other parties on the accounts.

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Ability to not print a paper bill and email the bill to the customer or an option for both print and email.

The enQuesta communication preferences allow for customers to specify what types of communications are delivered in various manners (email, print, phone, etc.). This is all within the confines of your business rules, for example, some utilities mandate that final bills or disconnect notices are always printed and mailed regardless of the customer's preferences.

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Ability to maintain multiple email accounts.

enQuesta can fully support multiple email addresses on the account.

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## **8. Financial Management**

Allows positive or negative transaction adjustment with a complete audit trail.

enQuesta allows for positive and negative adjustments, with proper security. The solution maintains an audit trail of all changes made in the system.

System automatically prepares transaction batches in a batch format for posting to general ledger including billing, cash receipts, NSF's, adjustments, etc.

All transactions and adjustments are compiled automatically as a part of the daily update, prior to sending the information to the financial system.

Provides automatic allocation of payments with ability to adjust or override the default distribution. Default distributions shall be easily changed.

Payment priority rules will be established by the County, with S&S assistance, during the implementation, based upon enQuesta standards. Distribution rules can be changed globally or overridden for individual payments.

Accepts over payment or credit adjustment with amount maintained as unapplied credit balance or to be applied to the next service bill.

Yes, this is fully supported, usually applied to the next bill.

Provides complete audit trail of payments processed for reconciliation prior to general ledger cash posting.

Yes, a complete record of all payments is kept. When creating the batch file to submit to the GL, enQuesta has a unique tool called our GL Batch Drilldown tool. This will allow users to view the origination of all entries being made to the GL.

Ability to import payment records from e-payment and lockbox services vendors.

S&S has a standard interface for lockbox vendors that we will utilize to integrate with your lockbox provider. For e-payment, we assume these will be done through InvoiceCloud. S&S has extensive experience integrating with InvoiceCloud, and in fact, we have twice recently been selected as their Partner of the Year. We will utilize our existing integration with InvoiceCloud to provide for e-payments through the Capricorn portal.

Ability to accept full, over, partial and pre-payments.

Yes, enQuesta can handle payments of any amount. Partial payments are applied based upon your payment priorities (allocation to certain services or charges first). Over and pre-payments are applied as a credit for the next bill.

Ability to distribute partial payments based on user defined preference (due date, service type, deposit, late fees).

Global rules will be established during the implementation regarding how partial payments are handled. Users can override these rules for individual payments, if allowed and necessary.

Provision for data entry correction of any distribution errors.





enQuesta includes robust options for error corrections, up to our extensive adjustment capabilities, if needed.

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Ability to scan payment information directly into the system using barcode or OCR scanner (Crediton – Payment Remittance Processor currently Bill2Ppay).

enQuesta can generate a bar code or OCR code on the bill. This will allow users to scan a bill to pull up the account for payments.

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Ability to support payment arrangements for customers to schedule payments for outstanding balances – must show separately on bill.

enQuesta fully supports both payment arrangements and promise-to-pay. Payment arrangements can have a configurable length based upon your business rules and the amount owed. Payment arrangement charges will appear as a separate line item on the bills.

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Ability to display transaction history including bills, receipt adjustments, credits and refunds for an account.

All transactions can be seen through the enQuesta Inquiry Portal.

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Ability to display details of transaction and drill down to the lowest level of transaction.

Users can drill down to individual transactions with just a click.

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Accepts multiple deposits per customer account.

An account can have deposits for each major service (water, sewer, electric, gas). A customer with multiple accounts can have multiple deposits across those accounts.

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Ability to automatically apply deposits to a final bill to the correct revenue accounts.

enQuesta automatically applies existing deposits as a credit to the final bill. The solution's internal calculations ensure all revenue accounts are correct.

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Ability to display account transaction history via web application.

The account transaction history is available through the Capricorn self-service portal.

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Ability to integrate with EBPP (Electronic Bill Presentment and Payment) web application, currently InvoiceCloud.  
Ability to integrate in a PCI DSS compliant manner with EBPP.

S&S has strong, existing integration with InvoiceCloud, and they remain our preferred EBPP partner. S&S integrates with InvoiceCloud through a token system, ensuring that all payment and banking data remains within InvoiceCloud's secure portal, which maintains the County's PCI compliance.

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Ability to track deposits and interest on all deposits.

enQuesta will track all deposits and can maintain simple interest.



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Provides ability to initiate bankruptcy on account package previous balance as uncollectable, maintain account history and provide audit trail for uncollectable balance.

enQuesta has bankruptcy rules that will perform all of the above actions, and provide the County with significant options regarding how the system reacts when a customer declares bankruptcy.

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## 9 Delinquency Management

Ability to age accounts in 30, 60, 90, and 120-day increments.

enQuesta supports all those increments for aging.

Ability to automatically add late penalties and/or interest to delinquent accounts according to a flexible rate structure determined by the user.

Your credit and collections processes will be established during the implementation, based upon enQuesta norms. These processes will be used to automatically move delinquent accounts through the various steps of the collections process. These steps usually include automatically adding late penalties and interest. Authorized users can override the automatic steps.

Automatic printing of shut-off notices and service orders through interface to Lucity.

Shut-off notices and service orders are automatically generated based upon your collections processes. The service orders will be sent to Lucity for printing based upon the integration we build with that solution. We've integrated enQuesta with numerous work order systems but will need additional information regarding the County's preferences to scope this interface properly, as work order system integrations can be either very simple or very complex, depending upon the capabilities of the work order system and the customer's goals.

Ability to report on statistics to include customers not reinstating.

The included Cognos Analytics will allow the County's business users or report writers to create very detailed, specific reports using almost any piece of data in the database.

Ability to produce delinquent bills for customers that have already received final bill but continue to maintain an unpaid balance.

enQuesta will continue to manage customers in arrears even after the final bill. These customers will be managed until the debt is paid or written off, managed by the County's business rules. Even after a write-off, the unpaid debt will still be associated with the customer in case the County needs to reopen the debt if the customer moves back in the area and tries to start new service.

Automated payment plans allowing customers to pay amount due over time with calendar integration.

Yes, enQuesta offers both promise-to-pay (due date extension) and payment arrangements (pay over time like a short-term loan) as part of our base functionality. New due dates for payments or arrangements will appear on the account's calendar.

Ability to suspend service locations for preventing the opening of new accounts.

enQuesta can flag or annotate premises to prevent new service from being started at that account.

Ability to automatically assess a charge on an account if a shut off is processed.

When the shut-off service order is completed, enQuesta can automatically add a charge to the account.



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Allows selected account to be flagged as exempt from past due notifies if an account holder has made payment arrangements.

An active payment arrangement will prevent past-due notices from being sent to the account holder.

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Allows selected accounts to be exempted from penalties or late fees.

Yes, selected accounts can be flagged to make them exempt from these types of fees.

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Processes account for write-off, collection, and maintain history.

Write-off functionality is fully supported, and a history of events is always maintained.

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Ability to write off accounts as a batch based on user given parameters.

Accounts that qualify to be written off are done so automatically as a part of the daily processing.

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Maintain a dynamic shut-off list that can be automatically or manually updated.

Shut-off work orders can utilize our autovoid/reconnect functionality. When a customer pays their bill to clear their debt, the system will automatically void any disconnect for non-payment work orders. If the disconnect work order has already been completed, the system will automatically create a reconnect work order. This functionality is also enhanced if the County decides to utilize our enQuestaLink Mobile Work Management solution (an optional module of enQuesta), as all of this will happen in real-time for the technician in the field (technicians can even accept payments to cancel the disconnect order).

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Ability to populate third-party notification system with account holder information so customer can be notified prior to interruption of service.

enQuesta can connect with any modern third-party solution for this purpose. Normally this is an IVR or text messaging solution. Details of the interface, including the frequency and type of data, will have to be detailed before the interface can be scoped, but this is generally a minor development task.

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Lien Management – record, track, communication, maintain. Ability to automatically determine which accounts should have a lien and assign lien to customer by using defined criteria; maintain accounts, and notification when the lien is satisfied.

Numerous enQuesta users utilize the solution for liens. Our standard solution manages the liens and transfers the debt to the tax rolls, as this is advantageous for most municipalities, but additional options exist that require additional scoping.

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## 10 Service Order Management

Ability to define, add, change, and delete an unlimited number of service order types.

enQuesta can accommodate all the County's required service order types.

Service order system provides automated updates to the utility billing system upon completion of service order.

Service orders that are completed in enQuesta are automatically reflected in the account. For service orders completed through a third-party solution, like Lucity, updating the CIS would be one factor of that integration and may involve closing the work order in enQuesta, depending upon the type of interface created. We've included a simple integration to Lucity in this proposal, as we'd need more information on its capabilities and how the County uses it to fully scope. Note that enQuesta has an optional Mobile Work Management solution designed to provide for mobile field work directly with enQuesta. S&S would be happy to display the powerful capabilities of this solution.

A history of all service orders related to a service address should remain with the service address record. Service orders should provide drill down functionality for detail of actual service order.

Yes, a record of all service orders associated with a premise is maintained. Users can access this complete record at any time by drilling down from the account inquiry screen.

Current work order system is Lucity.

S&S has included a preliminary, basic interface to Lucity as a part of our offering. A more robust, real-time interface is a possibility, but S&S will need much more information on how the County utilizes Lucity and the capabilities of the system before we can scope that type of interface.

Ability to automatically update customer, location, meter and account information upon completion of service order action.

Service orders completed in enQuesta will automatically update all required account information in real-time.

Ability to print, email, or electronically interface/update work order system with service orders based upon a user defined selection criteria or defined workflow.

The decision regarding what service orders to export to Lucity will be one facet of the interface discussions that S&S and the County will have.

Ability to dispatch or receive completed service orders via email, or electronically interface/update work order system.

S&S has provided a standard interface to Lucity as a part of our proposal. More details will be required to properly scope this interface, and if Lucity can accommodate, a real-time interface can be discussed.

Ability to track work orders and provide reports for active and completed work orders.





These types of reports usually fall under the purview of the service order system. If the County were to choose to use our optional enQuestaLink Mobile Work Management solution, all of these reports would be available, along with many others. Through Cognos, the County can also get reports for any services orders processed through enQuesta.

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## 11 Reporting

Includes standard financial, operational, and service work order reports and audit trails.

enQuesta has numerous standard reports surrounding all of the above areas. A complete audit trail of all changes made in enQuesta is also contained within the enQuesta Change Register. The County enQuesta admins will have complete access to the Change Register, where they can see details surrounding every change made to the database and can create reports as needed about the records.

Includes payment transactions and detail reports for cashier reconciliation.

enQuesta includes all manner of standard reports for daily cashier reconciliation.

Ability to create aging reports.

enQuesta has standard aging reports available, and additional reports can be created through Cognos.

Provide a report library list – provide a list and report format or a link where reports can be viewed.

Over the lifetime of enQuesta (40+ years) we have developed nearly 1,000 standard reports across our customer base. That list will not fit here, but we have provided the number of reports based upon functional area of the software. Note that some of these reports are service-specific, interface-specific or customer-specific and may not apply to the County's solution. Samples of some standard reports are below the list.

- Billing – 150+
- Cash – 50
- Credit & Collections – 50
- Meters & Devices – 40
- Work Orders – 50
- Customer Service – 20
- Admin – 20
- Data Verification – 60
- Cross Connections – 20
- Permits – 20
- Loans – 10
- Infrastructure (Valve/Tap, etc.) – 20
- Budget – 40
- Meter Reading – 300+



### Account Receivables Aged

Aged Balances for All Services Combined

Customer Number	Customer Name	Service Address	Current Balance	Penalty	30 Days	60 Days	90+ Days	Total Balance
2-0730.X00	KRISTIN WEBB	1400 E 8TH ST	\$104.39	\$0.00	\$81.71	\$0.00	\$0.00	\$186.10
2-0731.X00	DAVE WAGNER	210 S MAIN ST	\$16.04	\$0.00	\$13.03	\$0.00	\$0.00	\$29.07
2-0733.X01	KRISTIN WEBB	222 S MAIN ST	\$27.02	\$0.00	\$0.00	\$0.00	\$0.00	\$27.02
2-0734.X00	MIKE LOFFMAN	222 S MAIN ST	\$4.67	\$0.00	\$62.70	\$0.00	\$0.00	\$67.37
2-0735.X01	PERSON 314754	310 S MAIN ST	\$78.11	\$0.00	\$0.00	\$0.00	\$0.00	\$78.11
2-0736.X01	KAREN STRICKLAND	316 S MAIN ST	\$58.24	\$0.00	\$22.37	\$0.00	\$0.00	\$80.61
2-0737.X03	NOAH LABOR	320 S MAIN ST	\$108.55	\$0.00	\$860.95	\$0.00	\$0.00	\$969.50
2-0740.X01	PERSON 314845	408 S MAIN ST	\$17.22	\$0.00	\$0.00	\$0.00	\$0.00	\$17.22
2-0746.X00	KYLE RAINEY	518 S MAIN ST	\$46.23	\$0.00	\$152.55	\$0.00	\$0.00	\$198.78
2-0748.X05	PERSON 1036551	109 W CAMILE ST	(\$12.54)	\$0.00	\$0.00	\$0.00	\$0.00	(\$12.54)
2-0753.X01	PERSON 986886	618 S MAIN ST	\$112.20	\$0.00	\$0.00	\$0.00	\$0.00	\$112.20
2-0755.X00	PERSON 315090	630 S MAIN ST	\$144.03	\$0.00	\$0.00	\$0.00	\$0.00	\$144.03
2-0757.X00	KYLE RAINEY	704 S MAIN ST	\$135.01	\$0.20	\$174.34	\$0.00	\$2.00	\$311.55
2-0758.X06	PERSON 1041643	710 S MAIN ST	\$17.61	\$0.00	\$0.00	\$0.00	\$0.00	\$17.61
2-0760.X03	PERSON 982828	726 S MAIN ST	\$18.39	\$0.00	\$31.70	\$0.00	\$0.00	\$50.09
2-0763.X05	PERSON 1040198	816 S MAIN ST	\$58.63	\$0.00	\$25.48	\$0.00	\$0.00	\$84.11
2-0766.X02	MIKE HAYES	830 S MAIN ST	\$16.43	\$0.00	\$64.14	\$0.00	\$0.00	\$80.57
2-0767.X01	PERSON 1035376	902 S MAIN ST	\$123.96	\$0.00	\$118.32	\$0.00	\$0.00	\$242.28

### Consumption Billings by Classification

Across Applications - Water Consumption - Water & Sewer Consumption Charges and Service Charges  
Consumption and Charges between 20170101 and 20171108

Classification	Number of Sites	Consumption	Consumption Charges
COMMERCIAL W/DUMPSTER	35	7,652	\$37,043.61
APARTMENTS W/DUMPSTER	8	58,225	\$193,553.35
IRRIGATION	9	1,660	\$8,088.18
FOOD ESTABLISHMENT	10	3,814	\$16,944.74
SINGLE FAMILY W/DUMP	4	331	\$1,382.39
GOVERNMENT	2	528	\$3,356.00
LAUNDROMAT	2	9,388	\$37,985.51
COMMERCIAL PROPERTY	11	9,450	\$38,926.79
CITY IRRIGATION	1	7	\$698.20
SCHOOL	18	32,425	\$127,746.69
APARTMENTS-4 OR MORE	2	516	\$1,742.49
SINGLE FAMILY DWELLING	78	10,164	\$43,161.05
DUPLEX DWELLING	10	1,687	\$5,798.39
TRIPLEX DWELLING	1	307	\$1,033.90
CITY OWNED PROPERTY	3	6	\$493.80
CITY PARK	2	4,590	\$15,028.50
RECLAIM WATER	1	1,226	\$3,582.21
<b>Summary</b>	<b>197</b>	<b>141,976</b>	<b>\$536,565.80</b>



Includes end-user reporting tool to create reports based on any field combination or partial field within the utility billing system.

Yes, the included Cognos Analytics solution can utilize almost any database field as a part of a report. S&S will provide training to the County on utilizing this powerful application.

Ability to export reports to Microsoft Excel and Word, PDF, TXT and CSV.

Both enQuesta standard reports, and reports generated through Cognos, can be exported to a variety of standard formats.

Ability to generate Ad Hoc reporting.

Yes, ad-hoc reporting is accomplished through the use of Cognos Analytics.

Ability to generate a list of accounts, customers, or meters based on user-defined selection criteria.

This is possible through various standard reports or filtered custom reports for these items. Plus, for some criteria, the County can use our SmartSearch feature. It's the same feature users utilize to bring up accounts, but can accommodate searches for different types of accounts, customers and meters based on various criteria. The results of the search can be exported.

Ability to generate analysis reports with user-defined parameters with flexible selection criteria and grouping options.

These are all key features of the included Cognos Analytics solution.

Ability to generate consumption history reports which include interpolation of meter reading intervals, number of service locations, and consumption for each impact district.

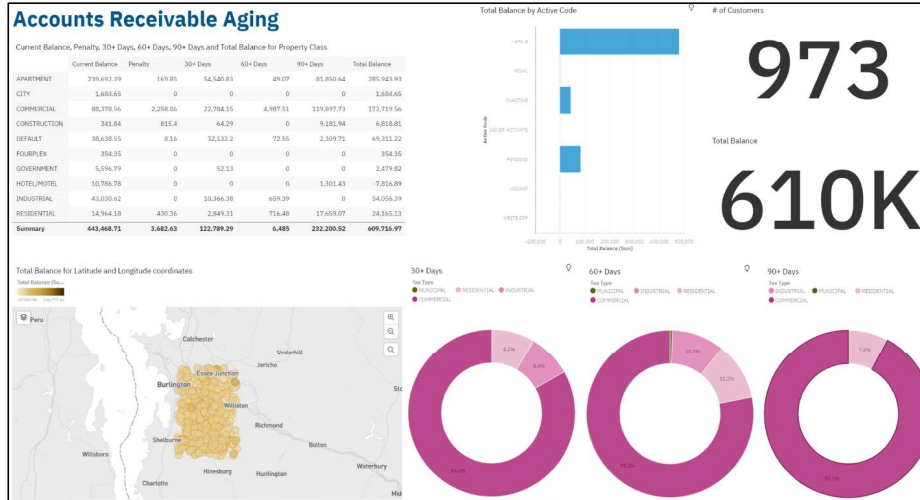
Cognos Analytics can accommodate even the most advanced types of reports, and can perform calculations on the data, in the case of interpolation of meter readings.

Ability to generate year-end financial reports including top ten (10) consumption report and other information required by the Finance team.

enQuesta had numerous standard financial reports that should fill this need, including a top ten report.

Manager configurable dashboard for key operational statistics.

Cognos Analytics provides completely customizable dashboards based upon the most recently generated data sets. These dashboards include robust visualizations to provide instant insight into the data. Below is a sample of the type of dashboard you can create through Cognos.



Integrated graphics allowing review of data.

Cognos Analytics includes robust visualization tools the County can utilize to provide additional insight opportunities to reports.

Ability of detailed billing information with complete breakdown of tiered block rates reporting.

Cognos Analytics will allow the County to report on any combination of billing information and rate structures.

Ability of detailed consumption information and analysis based on user-defined blocks.

Reports regarding consumption are available through enQuesta standard reports. Additionally, the County can generate custom consumption reports through Cognos.

Ability of detailed reporting and tracking of average usage.

enQuesta calculated average usage internally for several purposes (estimated based upon your rules, average winter consumption for sewer billing, etc.) but Cognos can also be utilized to provide reports of average usage.

Ability to report on detailed customer record and service location reporting.

enQuesta has numerous standard reports covering these areas, or the County can create custom reports through Cognos.

Ability to generate automated reports on a predetermined schedule frequency.

The County can use the enQuesta Job Scheduler to run custom reports automatically at a chosen frequency.



## EXHIBIT B – S&S Standard Contracts & Other Documents

Please see the following documents in this section:

- InvoiceCloud Letter of Recommendation
- Software License Agreement
- Support and Maintenance Agreement
- Hosting Service Agreement
- Software Implementation Services Agreement



February 23, 2022

**Toni Brandy**  
**Chief Procurement Officer**  
**Board of County Commissioners – Hernando County, Florida**  
**Purchasing and Contracts Department**  
**15470 Flight Path Drive**  
**Brooksville, FL 34604**

**RFP No. 22-R00067/PH – Utility Billing Software**

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Hernando County Utilities Department Team,

We are pleased to offer this letter of support and confirm that Harris – Systems & Software (S&S) and Invoice Cloud have a strong, collaborative partnership, and deliver a proven integrated CIS, Customer Portal, and Payment Processing System utilizing single sign-on and embedded Invoice Cloud payment pages within the S&S Capricorn Portal offering and real-time data sharing. The S&S-Invoice Cloud integrated platform provides a secure, reliable, and seamless customer experience for utility customers addressing self-service needs.

The S&S-Invoice Cloud integrated platform provides a secure, reliable, and seamless customer experience for utility customers addressing self-service needs in a single location with one login. Our teams have collaborated to successfully deliver this integration to over twenty (20) US utilities.

Invoice Cloud currently provides Hernando County Utilities Department with the industry's leading electronic bill presentment and payment system. To extend and enhance this platform, Invoice Cloud supports through integration with the S&S enQuesta software to provide customer engagement functionality to deliver a frictionless and comprehensive service to Utility customers.

We hope that Hernando County will feel confident that that integrated solutions will deliver the best outcomes for the Utility and the communities you serve. Please let me know if you have any questions.

Sincerely,



Sam Evrard  
VP of Strategic Alliances  
Invoice Cloud  
207.577.2975  
sevrard@invoicecloud.com

## SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”).

### BETWEEN:

**SYSTEMS & SOFTWARE, INC.**  
 (“S&S”)

- and -

**[NAME]**  
 (“Organization”)

### RECITALS:

1. S&S owns the Software (as defined below);
2. The Organization wishes to acquire a license to utilize the Software; and
3. S&S wishes to grant the Organization a license to utilize the Software.
4. The Organization and S&S agree to enter into four (4) separate agreements each dealing with a separate aspect of the Software: a Software License Agreement, a Support and Maintenance Agreement, a Software Implementation Services Agreement and a Hosting Service Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants set out in this License Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

## **ARTICLE I** **INTERPRETATION**

### **Section 1.1 Definitions**

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

- (a) “**Agreement**” and similar expressions mean this Software License Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to “Articles” or “Sections” mean and refer to the specified Article or Section of this Agreement except where a different agreement is explicitly identified.

- (b) **“Completion of Services”** shall have the definition ascribed to it in the Software Implementation Services Agreement.
- (c) **“Confidential Information”** means the Software and all information or material that either party treats as confidential which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential or proprietary, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information which such independent development can be establish by evidence that would be acceptable to a court of competent jurisdiction.
- (d) **“Designated Computer System”** shall mean the Organization’s platform and operating system environment which is operating the Software. This term shall only apply to an on-premise system.
- (e) **“Documentation”** means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regarding the Software regardless of the media on which it is provided.
- (f) **“Embedded Third Party Software”** means components licensed by S&S for use in the Software (ex. Java, JasperSoft (Document Generation)).
- (g) **“License”** means the license rights granted to the Organization pursuant to Section 2.01(a) hereof and includes both an Active Account License and a Site License.
- (h) **“License Fees”** means the fees paid by Organization to S&S for the license of the Software and Third Party Software pursuant to the terms of this Agreement.
- (i) **“Release”** means an Update and an Upgrade.
- (j) **“Required Programs”** shall mean the additional software programs required for the proper performance of the Software, as detailed in the attached Schedule “L-1”.
- (k) **“Site”** if applicable (for an on-premise solution) means the production environment described in Schedule “L-1” and at an unlimited number of non-production environments.
- (l) **“Software”** means the software products that are listed in Schedule “L-1” and includes any Update(s) or Upgrade(s) that have been and will be provided to Organization. Embedded Third Party Software components licensed by S&S for use in the Software shall be included in the definition of Software. Third Party Software is not included in the definition of Software except where this License Agreement explicitly states otherwise.
- (m) **“Third Party Software”** means the third party software product licensed to Organization by the applicable licenses or as listed in Schedule “L-1”. For the avoidance of doubt, this

term does not include embedded thirty party software components licensed by S&S for use in the Software.

- (n) **“Update”** means any published changes, additions or corrections to the Software that primarily include a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or regulatory changes. An Update is designated by a change in the digits to the right of the second decimal in the version number (for example, a change from 7.9.3.001 to 7.9.3.002).
- (o) **“Upgrade”** means a major release of the Software which is a complete new published version of the Software that modifies, revises or alters the Software and adds features, functionality or enhancements to such Software. An Upgrade is designated by a change in the number to the left of the decimal point in the version number (for example, a change from 7.9 to 8.0. “Upgrade” may also include technology changes, platform changes, and complete rewrites of the Software which may change the numbering schema, but is included as “Upgrade” for the Organization.
- (p) **“User”** means any employee of Organization or any of Organization’s contractors, and agents who are authorized pursuant to the terms of this Agreement to have access to the Software either onsite or remotely to support the Organization’s lawful use of the Software or to access the Organization’s information, transactions and reports.

## **Section 1.2 Currency**

Unless otherwise specified, all references to amounts of money in this Agreement and the related Schedules refer to U.S. currency.

## **Section 1.3 Schedules**

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement.

- Schedule “L-1” - Description of Software
- Schedule “L-2” - License Fees & Payment Schedule

In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this License Agreement shall control unless otherwise expressly stated in the provision giving rise to the conflict or inconsistency.

## **ARTICLE II** **SOFTWARE LICENSES**

### **Section 2.1 Grant of Licenses**

- a. Subject to the terms and conditions of this Agreement including without limitation the payment of the License Fees, S&S hereby grants to the Organization a personal, non-exclusive, non-transferable and limited right and license to use the Software in object code format on the Designated Computer System at the Site and for the number of Active Accounts specified in Schedule “L-2” (“License Fees and Payment Schedule”). All

Releases installed by Organization are subject to this License. This License and the other terms and conditions related to this License do not apply to Third Party Software except as this License Agreement may state otherwise.

- b. Any Software furnished by S&S in machine-readable form may be copied in whole or in part by Organization for use on the Designated Computer System, access to which by Users can be from any computer terminal, whether internal to or external to Organization's facility incorporating the Designated Computer System. To the extent that any temporary files associated with the Software are created during such use on terminals those temporary files are permitted under this License but only for such time that the temporary files are actually required. Organization agrees that the original copy of all Software furnished by S&S and all copies thereof made by Organization are and at all times remain the sole property of S&S. The foregoing shall only apply to an on-premise solution.
- c. Any License granted under this License Agreement permits the Organization to use the Software for its internal business purposes including, but not limited to, performing testing, disaster recovery, disaster testing, training, archival and backup as the Organization deems necessary. Access to and use of the Software by independent contractors of the Organization shall be considered authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality, and in the case that independent contractor may offer competing technical services to S&S, have been approved by S&S in advance of the independent contractors' access to the Software, such approval shall not be unreasonably withheld. Prior approval shall not be required for non-technical independent contractor services. The Organization shall be responsible for all of the actions of and any misuse of the Software by any independent contractor.
- d. The Organization may duplicate Documentation, at no additional charge, for the Organization's internal use so long as all required proprietary markings are retained on all duplicated copies.
- e. For further clarification, the Software is licensed to the Organization on multiple levels. The Software is licensed on a "Current Account Volume" and "Concurrent User License" basis as set forth in Schedule "L-2".
- f. The License permits the Organization to use the Software in a hosted environment or, in the case of an on-premise solution, on the Designated Computer System in one (1) production environment and unlimited non-production environments for the purposes of disaster recovery, disaster testing, training, archival and backup. In the case of an on-premise solution, Organization requires a separate License for each production environment into which the Software or any portion thereof is read in machine-readable form.
- g. The Software is for use by the Organization in the current utility entity at the projected User level and the current Organization Account Volume. An account is defined as the single highest increment of an account number (example - .300 - .399) with any status other than "never activate." An account could have a metered service, a non-metered service, or a combination of the two. The parties agree that, for purposes of this Agreement, Organization's current Account Volume is considered to be                      accounts (the

“Current Account Volume”). The parties agree that if the Organization exceeds a 5% Account Volume growth by their renewal maintenance date, the Organization shall pay a per service fee at S&S’ then-current fees. The parties agree that, for purposes of this Agreement, the Organization’s current number of concurrent users is [REDACTED] (the “Current Number of Concurrent Users”). Organization agrees that, if Organization expands the number of Users beyond the Current Number of Concurrent Users, Organization shall pay an additional per User fee. The additional per User fee for the period of twelve (12) months following the Effective Date shall be as specified in Schedule “L-2” and after such date the fee shall be subject to pricing at S&S’ then-current fees. S&S shall also be entitled to include an automatic script as part of the Software that audits and reports the current Account Volume and number of Users to S&S on a periodic basis.

- h. As between S&S and Organization, S&S reserves all rights, title and interest in and to the Software not expressly granted herein and the License specifically excludes all such reserved rights, title and interest.

## **Section 2.2 Term of License**

This Agreement commences on the Effective Date. The License is perpetual and of indefinite duration and shall continue to be in force unless terminated pursuant to the terms hereof (the “Term”).

## **Section 2.3 Restrictions on Use**

- a. Without limiting the generality of Section 2.01 and in addition the other restrictions listed therein, Organization shall not, and will not allow, direct or authorize (directly or indirectly) any third party to: (i) use the Software for any purpose other than in connection with Organization’s primary business or operations; (ii) disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivate works of the Software; (iv) rent, lease, lend, or use the Software for timesharing or bureau use or to publish or host the Software for others to use; or (v) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement. Organization shall be wholly liable to S&S for any misuse of the Software and these restrictions are absolute except as and only to the extent that this Agreement may expressly permit Organization to do otherwise.
- b. The Software and related materials supplied by S&S are protected by copyright and trademark laws. The Software is licensed and may not be resold by Organization. Any rights not expressly granted herein are reserved. Organization may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software and related materials supplied by S&S.

## **Section 2.4 Ownership of Software and Confidential Information**

- a. The Organization acknowledges that the Software contains proprietary information and Confidential Information of S&S which shall, at all times, remain the property of S&S and, in addition to its obligations outlined in Section 2.03, the Organization agrees to treat such



Confidential Information in accordance with Subsections (b) and (c) herein.

- b. The Organization will take the same care to safeguard the Software as it takes to safeguard its own Confidential Information of a like nature and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.
- c. In order to assist S&S with the protection of its proprietary information and Confidential Information and to enable S&S to ensure that the Organization is complying with its obligations, Organization shall permit S&S to visit during normal business hours any premises at which the Software is used or installed and shall provide S&S with access to its Software. S&S shall provide Organization with reasonable notice of any such audit.

### **Section 2.5 Ownership and Disposition of Documents**

- a. The parties agree that no materials or documents are being created for Organization by S&S under this Agreement. All materials and documents which were developed or prepared by S&S for general use and which are not the copyright of any other party or publicly available, including educational materials, shall continue to be the property of S&S.

### **Section 2.6 Third Party Software**

- a. S&S may distribute to Organization Third Party Software which will be described as Third Party Software in Schedule "L-1". Organization shall pay S&S for the Third Party Software in the amount of the purchase price(s) listed on Schedule "L-2", which shall be due upon execution of the Agreement. Future Releases of the Software may require alternate third party software to be licensed by Organization, which will be subject to a third party license agreement between Organization and the relevant third party software licensor. In such case Schedule "L-1" shall be amended in accordance with Section 6.08 to add any such third party software and it shall be deemed "Third Party Software" for the purposes of this Agreement.
- b. The Third Party Software is licensed to Organization by the applicable licensor listed in Schedule "L-1" and subject to the terms and conditions of the applicable license agreement for such Third Party Software. S&S makes no warranties, express or implied, with respect to the Third Party Software, including, without limitation, their merchantability or fitness for a particular purpose and S&S accepts no liability of any kind whatsoever with respect to the Third Party Software. Any warranty Organization has with respect to the Third Party Software shall be solely provided by the Third Party Software licensor except where this Agreement expressly states otherwise.
- c. The parties acknowledge that the Software may also include Embedded Third Party Software components licensed by S&S for use in the Software. The terms and conditions of Sections 3, 5.01 and 6 of this Agreement shall inure for such third party's benefit and the license of such Embedded Third Party Software components are subject to the license and sublicense rights granted to S&S in connection with its use and distribution as part of the Software. The third party software owner retains right, title and interest in such software, including statutory enforcement rights in the event of infringement.

- d. Organization agrees that it shall not permit any third party to have access to the Third Party Software during the term of this Agreement and that the restrictions as set out in Section 2.03 and the confidentiality obligations set out in Section 6.01 shall equally apply to the Third Party Software, subject to any specific permissions that are provided in the license provided by the third party licensor to the Organization.

### **ARTICLE III** **REPRESENTATIONS AND WARRANTIES**

#### **Section 3.1 Warranty of Performance**

S&S warrants to the Organization that:

- a. The Software will substantially perform as described in the Documentation for a period of ninety (90) days from Completion of Services if the Software is used in accordance with the Documentation, the terms of this License Agreement and where the Organization has the Required Programs and the hardware meets the requirements of Section 3.04 (b). The Organization's sole recourse in the event the Software does not conform to the Documentation is the repair and replacement of the Software.
- b. In the event an error is discovered in the Software outside the warranty period and the error can be reproduced by S&S, provided Organization has entered into a valid Support and Maintenance Agreement with S&S, S&S will make reasonable commercial efforts to provide Organization with a correction or suitable workaround in accordance with the terms of such Support and Maintenance Agreement. Without limiting S&S's obligations under the Support and Maintenance Agreement, S&S reserves the right to correct any Defects about which it is made aware and to produce Releases at a time of S&S's own choosing and at S&S's discretion, however, this will be done within a commercially reasonable time frame.

#### **Section 3.2 Exclusions to Warranty**

S&S shall not be liable for any breach of the foregoing warranties which results from causes beyond the reasonable control of S&S, including:

- a. Where the installation, integration, modification or enhancement of the Software has not been carried out by S&S, at S&S's direction, or by S&S's authorized agent, or where Organization has taken any action which is expressly prohibited by the Documentation or this Agreement;
- b. Any use or combination of the Software with any software, equipment or services not supplied by or on behalf of S&S;
- c. User error, or other use of the Software in a manner or in an operating environment for which it was not intended or other than as permitted in this Agreement;
- d. Organization's failure to install a new Update which has been released to remedy an error or bug, and which S&S has stated to Organization is a required Update necessary for security purposes or for legislative compliance purposes or other reasons as S&S may determine is important in its reasonable discretion; or

- e. Any other force majeure event as described in Section 6.20.

### **Section 3.3 No Other Warranties**

TO THE GREATEST EXTENT PERMITTED BY LAW, THE SOFTWARE IS LICENSED AND ALL OTHER MATERIALS AND SERVICES ARE PROVIDED TO THE ORGANIZATION “AS IS” AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith.

S&S, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HERewith, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

S&S DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL OPERATE ERROR FREE OR IN THE COMBINATIONS SELECTED, THAT IT SHALL MEET ANY OR ALL OF THE ORGANIZATION’S PARTICULAR REQUIREMENTS, OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF S&S.

### **Section 3.4 Required Programs**

- a. The Organization acknowledges that the use of the Software requires that the Organization obtain and install additional required software programs (the “Required Programs”), as detailed in the attached Schedule “L-1”. The Organization agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein, including for any future updates about which Organization is provided with commercially reasonable advance notice.
- b. Organization’s network and infrastructure must also be of sufficient quality, condition and repair, and the Organization agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of the proper installation and implementation of the Software in accordance with the Software Implementation Services Agreement. If S&S determines that Organization’s hardware is not of sufficient quality, condition and repair, S&S shall notify Organization in writing of the Hardware deficiencies. Organization will use reasonable efforts to remedy any hardware deficiencies within 30 days of notification. The foregoing shall only apply to an on-premise solution.
- c. Organization shall provide no less than 180 days’ notice where the Organization anticipates changing any of the third party software or hardware products in use on the Designated

Computer System so that S&S may assess whether the Software will function with the different software or hardware. Where S&S determines that the Software may not function with the alternative software or hardware then any upgrade by Organization to the software or hardware will be at Organization's sole risk. S&S and Organization may be required to enter into a Statement of Work document subject to additional fees in order to make this determination. The foregoing shall only apply to an on-premise solution.

## **ARTICLE IV** **FEES AND PAYMENTS**

### **Section 4.1 Fees and Payments**

- a. The Organization agrees to pay S&S total license fees detailed in Schedule "L-2" (the "License Fees"), which is not inclusive of any applicable taxes. The Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes. The fee structure and payment schedule is outlined in the attached Schedule "L-2". The License is subject to the full payment of the License Fees.
- b. Except for any aspect of the License Fee which is payable on the Effective Date, during the term of this License Agreement Organization shall have thirty (30) days after the date of the invoice as outlined in the payment schedule in Schedule "L-2" to pay S&S the applicable License Fee.

## **ARTICLE V** **REMEDIES, LIABILITY AND INDEMNITY**

### **Section 5.1 Remedies and Liability**

- a. Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- b. The Organization and S&S recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of S&S arising from this License Agreement. The parties agree that in all such circumstances the Organization's remedies and S&S's liabilities will be limited as set forth in Section 3.1, Section 6.2 and the remedies set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.
- c. EXCEPT FOR DAMAGES ARISING OUT OF S&S'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS SET FORTH IN Section 5.3, BOTH PARTIES AGREE THAT S&S'S ENTIRE LIABILITY (UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING UNDER THIS LICENSE AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE LICENSE FEES PAID TO S&S BY THE ORGANIZATION UNDER THIS AGREEMENT LESS A USAGE CHARGE BASED ON AN AMORTIZATION PERIOD OF FIVE YEARS.

- d. IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- e. CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, RESCISSION OF CONTRACT, OR TORT.

### **Section 5.2 Intent**

The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this License Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

### **Section 5.3 Intellectual Property Indemnity**

- a. In the event there is a third party claim against Organization alleging that Organization's use of the Software in accordance with this License Agreement constitutes an infringement of a Canadian or United States' patent, copyright, trade-mark or trade secret or other intellectual property that is valid and enforceable in Organization's jurisdiction, S&S shall, at its expense, defend, indemnify Organization and pay any final judgment (including all damages awarded against Organization) against Organization or settlement agreed to by S&S on Organization's behalf. This indemnity is only effective where (i) Organization has not made any admissions or begun settlement negotiations either prior to or after providing notice to S&S of the applicable claim except with S&S's prior written consent, (ii) S&S has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iii) Organization assists and provides information to S&S throughout the action or proceeding, and (iv) Organization has not modified the Software in any manner whatsoever except with the prior written consent of S&S.
- b. S&S' liability for any claims under this Section 5.3 shall be reduced to the extent such claim arises from (i) alterations or modifications to the Software by Organization or a third party in any manner whatsoever except with the prior written consent of S&S; (ii) combination, integration or use of the Software with software, hardware or other materials not approved by S&S where such claim would not have arisen but for such combination, integration or use; (iii) use of the Software other than in compliance with this Agreement; (v) compliance with the Organization's written instructions or specifications; or (vi) use of the Software after notice from S&S that it should cease due to possible infringement.

- c. Any breach by Organization of its covenants under this Section 5.3 shall nullify this indemnity but not the sole right of S&S to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith and the settlement thereof. In the event that the Organization's use of the Software is finally held to be infringing or S&S deems that it may be held to be infringing, Organization agrees that the only remedy available to it is that S&S shall be, at S&S's election, for S&S to: (1) procure for the Organization the right to continue use of the Software; or (2) modify or replace the Software so that it becomes non-infringing. In the event S&S determines that (1) or (2) is not commercially practicable, S&S may terminate the license with respect to the infringing module and refund or credit to Organization the License Fees paid by Organization under this License Agreement in connection with such module, less a pro rata credit for each full or partial month of the ten (10) year period and Organization shall return the original and all whole or partial copies of the module and related Documentation.
- d. The foregoing states S&S's entire liability, and the Organization's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade-mark, trade secret or other intellectual property and property interest rights relating to the Software, or any part thereof or use thereof.
- e. Organization may, at Organization's sole cost and expense — which is outside the scope of this indemnity—retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances (except where the court has specifically made an order against such attendance) related to the proceeding.
- f. The indemnity provisions of this Section 5.3 shall not apply to Third Party Software and S&S shall have the right to substitute the licensor of the Third Party Software to perform S&S's obligations hereunder and the Organization agrees to release S&S from any obligations related to such Third Party Software.

#### **Section 5.4 Remedies**

Where remedies are expressly afforded by this License Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of S&S arising out of or in connection with this License Agreement, notwithstanding any remedy otherwise available at law or in equity.

### **ARTICLE VI** **GENERAL**

#### **Section 6.1 Confidentiality**

- a. Duty Owed to the Organization -- S&S acknowledges that it may receive information from the Organization or otherwise in connection with this License Agreement. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the Organization or through the fault of the Organization, S&S agrees:
  - (i) To maintain this information in confidence;
  - (ii) Not to use this information other than in the course of this License Agreement;



- (iii) Not to disclose or release such information;
  - (iv) Not to disclose or release such information to any third person without the prior written consent of the Organization, except for authorized employees or agents of S&S; and
  - (v) To take all reasonable actions, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with S&S, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this License Agreement, any material or information, including the information, without first obtaining the written consent of the Organization.
- b. Duty Owed to S&S -- The parties agree that if the Organization breaches any term of Section 2.03 or Section 2.04 then S&S shall have the right to terminate this Agreement and the grant of Licenses herein forthwith without giving notice as set forth in Section 6.02(a).

## **Section 6.2 Termination**

- a. If either party should fail to comply with its obligations under this Agreement, the other party must notify the breaching party in writing of such default (a “Default Notice”). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the breaching party fails to (i) issue a written notice disputing the alleged default within such thirty (30) day period; or (ii) to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, the other party may terminate this Agreement effective upon written notice to the other party to that effect.
- b. If Organization has failed to pay the license fees in accordance with Article IV then S&S shall have the right to terminate the license rights granted herein and this Agreement effective immediately upon written notice to Organization.

Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favourably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.

## **Section 6.3 Procedure on Termination**

- a. If this Agreement is terminated prior to the Completion of Services, then within thirty (30) days following such termination, the Organization shall either return to S&S or delete the Software from all of its locations (except as required under any statute related to retention requirements) and shall certify, under the hand of a duly authorized officer of the

Organization, that all copies of the Software or any part thereof, in any form, within the possession or control of the Organization have either been returned to S&S or deleted.

- b. If this Agreement is terminated following the Completion of Services, then the Organization may retain the copy of the Software in its possession as of the Completion of Services. Notwithstanding the foregoing, the Organization will remain subject to the obligations imposed upon it pursuant to this Agreement with respect to the Software, including, but not limited to, such obligations relating to ownership of the Software and confidentiality and all of the restrictions on the Organization as set out in Article II.
- c. The termination of this Agreement shall result in the concurrent termination of the Software Implementation Services Agreement, Hosting Services Agreement and of the Software Support and Maintenance Agreement.
- d. Despite Subsection (e) below, all warranties related to the Software automatically terminate upon the termination of this License Agreement.
- e. The following sections and articles shall survive the termination of this Agreement: Section 3.02, Section 3.04, Section 5.01, Section 5.02, Section 5.04, Article IV and Article VI.

#### **Section 6.4 Dispute Resolution**

Except where this Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place in the State of Nevada at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

#### **Section 6.5 Addresses for Notice**

All notices, demands, and requests, required to be given under this Software License Agreement by either party to the other shall be in writing and delivered by hand, or by registered or certified mail, postage prepaid, to the respective parties at the following addresses, or to such other address as may be given by a party to the other pursuant hereto:

SYSTEMS & SOFTWARE, INC.

10 East Allen St, Suite 201  
Winooski, VT 05404  
Attention: Executive Vice President  
Telephone: (802) 865-1170

and in the case of the Organization, to:

[Name]  
[Address]  
Attention:  
Telephone:

Notice shall be deemed to have been given upon receipt thereof as to communications that are delivered by hand, or by registered or certified mail, and as to communications made by United States mail, on the third (3rd) day after mailing.

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 6.05.

### **Section 6.6 Assignment**

Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns

### **Section 6.7 Reorganizations**

The Organization acknowledges that the License Fee set out in this License Agreement has been established on the basis of the structure of the Organization as of the Effective Date. To the extent that the Organization amalgamates, consolidates or undergoes any similar form of corporate reorganization or transition (a "Reorganization"), and the resulting entity (whether or not the Organization is the resulting or continuing entity) requires additional Licenses to add additional Active Accounts or sites, S&S shall be entitled to receive, and the Organization shall pay, an additional License fee based on the then prevailing License fee in effect. The provisions of this Section 6.07 shall apply to any subsequent Reorganizations occurring following the first Reorganization. The provisions of this Section 6.07 shall not apply where the Organization undergoes a Reorganization involving only other organizations that have already have a valid License to use the same Software. For purposes of this Agreement, any corporate changes undergone by the Organization will be characterized as either an assignment, in which case Section 6.06 will apply, or a Reorganization, in which case Section 6.07 will apply, but it is not intended that Section 6.06 and Section 6.07 will apply to any single sequence of events, if such application would result in a duplication of the fees provided for in those provisions.

## **Section 6.8 Entire Agreement**

This Agreement shall constitute the entire agreement between the parties hereto with respect to the subject matter. No other understandings, agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of S&S by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. However, the parties agree that three (3) other agreements are being entered into concurrently with this Agreement which are in addition to any of the third party agreements detailed herein. These three (3) other agreements are the Support and Maintenance Agreement, Software Implementation Services Agreement, and the Hosting Services Agreement each of which are separate agreements and are binding in their own right and upon their own terms. The terms of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. No provisions in any purchase orders, or in any other documentation employed by or on behalf of the Organization in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by S&S, with such provisions being deemed deleted.

## **Section 6.9 Section Headings**

Section and other headings in this Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

## **Section 6.10 Governing Law**

This Agreement shall be governed by the laws of Nevada and the federal laws of the United States applicable therein. The United Nations Convention on Contracts for the International Sale of Goods (UNCCISG) does not apply to this Agreement.

## **Section 6.11 Trial by Jury**

Organization and S&S hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of S&S in connection therewith or contemplated thereby.

## **Section 6.12 Invalidity**

The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed modified to the extent necessary in order to render such provision valid and enforceable; if such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.

## **Section 6.13 Waiver**

A term or condition of this Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the License Agreement or by law despite such forbearance or notice.

#### **Section 6.14 Counterparts**

This Agreement may be executed in counterparts (in an email PDF or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

#### **Section 6.15 Further Assurances**

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this Agreement and carry out its provisions.

#### **Section 6.16 Allocation of Risk**

Organization acknowledges that the limited warranties, disclaimers and limitations of liability contained in this Agreement are fundamental elements of the basis of bargain between Organization and S&S and set forth an allocation of risk reflected in the fees and payments due hereunder.

#### **Section 6.17 Relationship**

The parties are and shall at all times remain, independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is in law responsible.

#### **Section 6.18 U.S. Government End-Users**

The Software (i) was developed exclusively at private expense; (ii) is a trade secret of S&S for the purposes of the Freedom of Information Act; (iii) is “commercial computer software” subject to limited utilization (Restricted Rights); and (iv) including all copies of the Software, in all respects is and shall remain proprietary to S&S or its licensors. Use, duplication or disclosure by the U.S. Government or any person or entity acting on its behalf is subject to restrictions for software developed exclusively at private expense as set forth in: (i) for the DoD, the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 and/or 252.227.7014 or any successor clause, and (ii) for all government agencies, the Commercial Computer Software – Restricted Rights clause at FAR 52.227-19 or any successor clause. The U.S. Government must refrain from changing or removing any insignia or lettering from the Software or from producing copies of the Software and manuals (except one copy of the Software for backup purposes). Use of the Software shall be limited to the facility for which it was acquired. All other U.S. Government personnel using the Software are hereby on notice that use of the Software is subject

to restrictions that are the same as, or similar to, those specified above. The manufacturer/owner is Systems & Software, Inc., 10 East Allen St, Suite 201, Winooski, Vermont 05404.

**Section 6.19 Equitable Relief**

Organization acknowledges and agrees that it would be difficult to compute the monetary loss to S&S arising from a breach or threatened breach of this Agreement and that, accordingly, S&S will be entitled to specific performance, injunctive or other equitable relief in addition to, or instead of monetary damages in the event of a breach or threatened breach of this Agreement by Organization.

**Section 6.20 Force Majeure**

No default, delay or failure to perform on the part of S&S shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its reasonable control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier or other disasters or events.

**Section 6.21 Survival**

The following sections and articles shall survive the termination or expiration of this Agreement: Section 1.01, Section 1.02, Section 2.03, Section 2.04, Section 2.05, Section 2.06, 3, Section 3.04, Section 5.01, Article IV and Article VI and any other provisions which are required to ensure that the parties fully exercise their rights and obligations hereunder.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement to be effective as of the Effective Date.

**SYSTEMS & SOFTWARE, INC.**

Per: \_\_\_\_\_  
Name:  
Title

**[Customer]**

Per: \_\_\_\_\_  
Name:  
Title



**Schedule "L-1"**  
**Description of Software**

**Software**

enQuesta™ software

**Third Party Software**

Capricorn Web Portal & Apollo Forms (Silverblaze)  
enQuesta Link (West Coast Labor)  
IBM Cognos Analytics (IBM)

**Required Programs:**

Does not apply as of the Effective Date of this Agreement as S&S will be hosting the Software.

**Schedule "L-2"**  
**License Fees and Payment Schedule**

**Payment Schedule:**

License Fees – Due on contract signing .....\$TBD

## SUPPORT AND MAINTENANCE AGREEMENT

THIS SUPPORT AND MAINTENANCE AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Start Date”).

**BETWEEN:**

**SYSTEMS & SOFTWARE, INC.**  
 (“S&S”)

- and -

**NAME**  
 (“Organization”)

### RECITALS

1. S&S owns the Software which has been licensed to Organization pursuant to a Software License Agreement dated [DATE];
2. The Organization wishes to receive support and maintenance services related to the Software;
3. S&S shall provide the support and maintenance services related to the Software;

**NOW THEREFORE**, in consideration of the mutual covenants set out in this support and maintenance agreement (the “Support and Maintenance Agreement”) and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Software License Agreement (the “License Agreement”).
2. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between S&S and Organization. The parties agree that any previous agreement or terms in an agreement that provided support and maintenance services similar to those provided under this Support and Maintenance Agreement have either expired or been terminated under their own terms.
3. S&S shall provide software support primarily via telephone and electronic mail in addition to site visits only when necessary. The support services will be provided only during the hours of operation as described in Schedule “SMA-3” hereto and which are in effect as of the Start Date (as defined below), as such services may, at S&S’s sole discretion, be modified or supplemented from time to time. To enable S&S to provide effective support,

the Organization will establish auto remote access procedures compatible with S&S's then current practices which may be revised over time.

4. The provision of support services under this Support and Maintenance Agreement shall start on the Start Date.
5. In consideration for the support services specified in this Support and Maintenance Agreement, Organization shall pay the "Support and Maintenance Fee" as detailed in Schedule "SMA-2" below. The Support and Maintenance Fee will be billed annually in advance beginning on the Start Date and thereafter on the anniversary of the Start Date or on an alternative date mutually agreed to by both parties. If the Organization would like to match the invoicing of the Support and Maintenance Fee to its fiscal year or any other period, it may request, during the initial term of this Support and Maintenance Agreement that S&S issue a prorated invoice for the portion remaining during the initial term. S&S may change the Support and Maintenance Fee from time to time in relation to each renewal term but Organization shall only be billed once per year. In addition to the above, where Organization purchases additional or different licenses related to the S&S Software, additional Support and Maintenance Fees may be charged by S&S at the time of purchase of such software license(s) and incorporate such increase(s) in any subsequent Support and Maintenance Fee payments previously agreed to.
6. In addition to the Support and Maintenance Fee, Organization shall reimburse S&S for its direct expenses in providing support services ("Billable Expenses") pursuant to this Support and Maintenance Agreement which include as of the Start Date:
  - (a) courier services, photocopying, faxing, long distance phone calls and reproduction services,
  - (b) all direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; a travel time rate of fifty percent (50%) of the individual's current standard hourly rate; a per diem rate of \$70.00 for week days and a \$125.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided); and a mileage charge consistent with the Internal Revenue Service recommended rate per mile,
  - (c) and all other reasonable direct expenses incurred in the performance of S&S's duties hereunder.

S&S may update its reimbursement policies from time to time, in which case such updated policies shall apply for purposes of this Support and Maintenance Agreement, provided that such updated reimbursement policies must generally apply to all clients of S&S.

7. S&S shall supply all maintenance Major Releases and Minor Releases to Organization at no additional charge provided all outstanding Support and Maintenance Fees have been paid.
8. Upgrades are Major Releases of the Software as defined in the Software License Agreement. Upgrades may require additional services to be performed by S&S outside of the scope of those services provided by S&S under this Support and Maintenance

Agreement including professional services for the installation and implementation of the Upgrade (if applicable) and additional training. These additional services will be subject to a mutual scoping exercise between S&S and Organization whereby an additional scope of work will be developed, negotiated and signed by both parties before work commences. S&S's then-prevailing terms, pricing and hourly rates shall apply.

9. Updates are defined as minor code updates to the Software, such as providing bug fixes or minor modifications. All Updates of the Software will be made available to Organization at no additional charge provided all outstanding Support and Maintenance Fees have been paid.
10. S&S shall not be required to perform corrective maintenance as part of its Support and Maintenance Services with respect to Software malfunctions caused by:
  - (a) Organization's modifications to the Software unless performed at the direction of S&S;
  - (b) Organization's failure to use updates, enhancements or program error corrections;
  - (c) Failure to use the Software in accordance with this Agreement; or
  - (d) Actions beyond S&S' reasonable span of control with respect to Organization's actions which alter the turnkey implementation environment, or cause hardware or Third Party Software malfunctions.
11. In the event Organization requests document, reporting and/or interface creation or changes, S&S will be entitled to increase the Support and Maintenance Fee by no less than twenty-five percent (25%) per request per year going forward in order to allow S&S to maintain these changes through each Release of the Software.
12. All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges. S&S shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax S&S may be required to collect or pay upon the sale, use or delivery of the support and maintenance services described in this Support and Maintenance Agreement shall be paid by Organization and such sums shall be due and payable to S&S upon receipt of an invoice therefore. Any taxes levied in relation to the services required for a Release shall be paid by Organization. The Organization shall be responsible for the payment of any applicable duties and sales/consumption taxes.
13. The initial term of this Support and Maintenance Agreement shall be for five (5) years beginning on the Start Date (the "Initial Term"). After the Initial Term, Organization's participation in the S&S Support Program shall automatically renew on an annual basis. After the Initial Term, in the event Organization wishes to cancel participation in the S&S Support Program, Organization must notify S&S in writing not less than one hundred and twenty (120) days' prior to the end of the initial term or any subsequent renewal term. Organization shall pay the then prevailing Support and Maintenance Fee in advance for each term of the Support and Maintenance Agreement and where the notice of non-renewal has not been provided in accordance with these terms, the Organization is obliged to pay the Support and Maintenance Fee for the then applicable term. The termination of this

Support and Maintenance Agreement by Organization shall not affect the License or the Software License Agreement. S&S shall neither refund any Support and Maintenance Fees nor any Billable Expenses if this Support and Maintenance Agreement is terminated. Organization acknowledges that if this Support and Maintenance Agreement is terminated, then it will not be eligible to receive the benefits of this Support and Maintenance Agreement including the right to Releases or to access the source code in escrow upon the occurrence of any Event of Default.

14. Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by S&S in providing the services pursuant to this Support and Maintenance Agreement shall at all times remain with S&S, and Organization shall acquire no proprietary rights by virtue of this Support and Maintenance Agreement.

15. Termination by S&S:

a) S&S shall have the right to terminate this Support and Maintenance Agreement immediately if Organization attempts to assign this Support and Maintenance Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with the Software License Agreement.

b) In the event Organization fails to pay all or any portion of an undisputed invoice on or before sixty (60) days after the date it becomes due, S&S shall have the option to suspend or terminate this Support and Maintenance Agreement. Suspension or termination shall not relieve the Organization of its obligation to pay its outstanding invoices. Organization will be required to pay S&S the entire Support and Maintenance Fees for the period of suspension prior to reinstatement of support and maintenance services.

16. Termination by Organization:

If S&S should neglect to perform the Support and Maintenance Services properly or otherwise fail to comply with the requirements of this Agreement, the Organization must notify S&S in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, S&S must either correct the default, to the reasonable satisfaction of the Organization at no additional cost to the Organization or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If S&S fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, the Organization may terminate the whole of this Support and Maintenance Agreement and in such case, Organization will not be responsible for payment to S&S of any further Support and Maintenance Fees, except for those that may be due as of the time of communication of such notice of termination to S&S. At Organization's election, termination of this Support and Maintenance Agreement shall result in concurrent



termination of the Hosting Services Agreement, Software License Agreement, and the Software Implementation Services Agreement.

17. All notices, demands, and requests, required to be given under this Support and Maintenance Agreement by either party to the other shall be in writing and delivered by hand, or by registered or certified mail, postage prepaid, to the respective parties at the following addresses, or to such other address as may be given by a party to the other pursuant hereto:

SYSTEMS & SOFTWARE, INC.  
10 East Allen St, Suite 201  
Winooski, VT 05404  
Attention: Executive Vice President  
Telephone: (802) 865-1170

and in the case of the Organization, to:

[Name]  
[Address]  
Attention:  
Telephone:

Notice shall be deemed to have been given upon receipt thereof as to communications that are delivered by hand, or by registered or certified mail, and as to communications made by United States mail, on the third (3rd) day after mailing.

18. Either party's lack of enforcement of any provision in this Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision or the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.
19. The parties agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders, e-mails or other correspondence submitted by either party.
20. The particular provisions of this Support and Maintenance Agreement shall be deemed confidential in nature and neither Organization nor S&S shall divulge any of its provisions as set forth herein to any third party except as may be required by law.
21. Remedies and Liability:
  - (a) Termination of this Support and Maintenance Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

- (b) The Organization and S&S recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of S&S arising from this Support and Maintenance Agreement. The parties agree that in all such circumstances the Organization's remedies and S&S's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Support and Maintenance Agreement.
  - (c) THE AGGREGATE LIABILITY OF S&S TO ORGANIZATION FOR ALL CLAIMS, SUITS, ACTIONS AND PROCEEDINGS HOWSOEVER ARISING, DIRECTLY OR INDIRECTLY, UNDER OR RELATING TO THIS SUPPORT AND MAINTENANCE AGREEMENT OR ITS SUBJECT MATTER, INCLUDING THOSE BASED ON BREACH OR RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES ACTUALLY PAID BY THE ORGANIZATION TO S&S UNDER THIS SUPPORT AND MAINTENANCE AGREEMENT DURING THE THEN-CURRENT TERM (AND IN NO EVENT BEING GREATER THAN 12 MONTHS) OF THE SUPPORT AND MAINTENANCE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.
  - (d) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, SPECIAL DAMAGES, AGGRAVATED DAMAGES, LOSS OF REVENUE, LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY EITHER UNDER OR RELATING TO THIS SUPPORT AND MAINTENANCE AGREEMENT OR ITS SUBJECT MATTER, WHETHER BASED ON BREACH OF CONTRACT, RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
19. The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Support and Maintenance Agreement shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.
20. Where remedies are expressly afforded by this Support and Maintenance Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of S&S arising out of or in connection with this Support and Maintenance Agreement, notwithstanding any remedy otherwise available at law or in equity.

21. So long as the Organization has an active Support and Maintenance Agreement in place, the Organization may, at Organization's option and expense, enter into an escrow arrangement with S&S. Upon the Organization's request:
  - (i) Organization shall be presented with the standard escrow beneficiary enrollment document for participation in S&S's source code escrow arrangement with an escrow agent (the "Escrow Arrangement").
  - (ii) By entering into this Escrow Arrangement, the Organization shall have all the rights as stipulated in the escrow agreement together with those rights which are more specifically outlined in Schedule "A", Escrow Terms, which shall form part of this Support and Maintenance Agreement in accordance with the terms of Schedule "SMA-1".
22. This Support and Maintenance Agreement shall be governed by the laws of the State in which Organization is located.
23. This Support and Maintenance Agreement may not be assigned by the Organization unless, concurrently with any such assignment, the Organization assigns its rights under, and complies with the provisions of the Software License Agreement.
24. This Support and Maintenance Agreement shall be binding upon the successors and assigns of the parties and enure to the benefit of the successors and permitted assigns of the parties.
25. The invalidity or unenforceability of any provision or covenant contained in this Support and Maintenance Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.
26. This Support and Maintenance Agreement may be executed in counterparts (whether by PDF format via e-mail or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the Parties have executed this Support and Maintenance Agreement to be effective as of the date first written above.

**SYSTEMS & SOFTWARE, INC.**

Per: \_\_\_\_\_

Name:

Title:

**[NAME]**

Per: \_\_\_\_\_

Name:

Title:

## Schedule "SMA-1"

### Escrow Terms

Where the Organization has agreed to be a beneficiary of the Escrow Agreement (as defined below) by entering into the Escrow Arrangement, the following sections shall apply to the Support and Maintenance Agreement upon the execution of the Escrow Arrangement.

- (a) S&S and Lincoln-Parry (the "**Escrow Agent**") have entered into an escrow agreement (the "**Escrow Agreement**"). The Source Code is provided by S&S to the Escrow Agent pursuant to the terms of this Agreement. The Organization has a right to the Source Code pursuant to the provisions of this Schedule and the Escrow Agreement as it has agreed to participate in the Escrow Arrangement and is a beneficiary because the Organization has completed the Escrow Arrangement document. S&S agrees that if an "Event of Default" occurs, then the Organization shall have the right to one copy of the most current version of the Source Code for the affected Software and associated Documentation.
- (b) An **Event of Default** is defined as and shall be deemed to have occurred if S&S: (1) ceases to market or make available maintenance or support services for the Software during a period in which the Organization is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and S&S has not promptly cured such failure despite the Organization's demand that S&S make available or perform such maintenance and support, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, and it continues to be subject to bankruptcy proceedings ninety (90) days following either its application into bankruptcy protection or the commencement of such proceedings, or (3) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of S&S set forth in this Agreement.
- (c) S&S will promptly and continuously update and supplement the Source Code as necessary with all corrections, improvements, updates, releases, or other changes developed for the Software and Documentation. Such Source Code shall be in a form suitable for reproduction and use and shall consist of a full source language statement of the program or programs comprising the Software.
- (d) The governing License for the Software includes the right to use Source Code received under this Schedule as necessary to modify, maintain, and update the Software but for no other purposes outside the normal business operations of the Organization.
- (e) The termination of the Support and Maintenance Agreement shall immediately end the Organization's rights as a beneficiary under the Escrow Agreement and Escrow Arrangement, as applicable.
- (f) This Schedule "SMA-1" shall form part of the Support and Maintenance

Agreement only where an Escrow Arrangement is entered into by the parties. The Escrow Agreement provides that either the Escrow Agent or S&S will annually send notices to the Organization of the Escrow Agent's continued possession of the Source Code and will also state the activity related to the Source Code provided to the Escrow Agent by S&S for the previous year. The Escrow Agreement cannot be terminated without the consent of each beneficiary (licensee) of the Escrow Agreement.



**Schedule SMA-2**  
**Annual Support and Maintenance Fee**

The total Support and Maintenance Fees for the initial five (5) year term

**\$TBD**

Due upon contract execution:

**\$TBD** (For Years 1)

Escrow (Optional): **\$TBD**

**Schedule SMA-3**  
**Standard Support and Maintenance Services – Standard Guidelines**

*[Under Separate Cover]*

# Hosting Service Agreement

This **Hosting Service Agreement** (the "**Agreement**"), is entered into on **Jan 1, 2020** (the "**Effective Date**") by and between **Customer** ("**Customer**") and Systems & Software, Inc. ("**S&S**").

**WHEREAS**, concurrently with the execution of this Hosting Agreement, existing Software License Agreement, Implementation Services Agreement, and a Support and Maintenance Agreement with respect of the Software remain intact with no changes.

**WHEREAS**, S&S wishes to offer the use of, and the Customer wishes to use, the Hosting Services for the Software.

**NOW THEREFORE**, in consideration of the mutual covenants set out in this Hosting Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

## 1. Definitions

The following terms shall have the meaning set out below, all other capitalized terms not otherwise defined in this Section shall have the meaning set forth in the Software License Agreement:

- (a) "**Annual Hosting Fees**" means the annual Hosting fees set out in Schedule "H-1" of this Agreement.
- (b) "**Change Order**" means any written and mutually approved and signed Documentation between Customer and S&S evidencing their agreement to change particular aspects of this Agreement.
- (c) "**Completion of Services**" means the Professional Services are complete and shall be deemed to have occurred on the date upon which Customer commences using the Hosting Services.
- (d) "**Confidential Information**" means, with respect to a party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking; (B) known by the parties to be considered confidential, proprietary, or is confidential under federal or state law or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information of S&S shall include, without limitation, the Software, the Documentation, and any information with respect to the Hosting Services that S&S may provide to Customer from time to time, including without limitation, all information disclosed by S&S relating to the security of its facilities, computer systems and products. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information and which such independent development can be established using evidence that would be acceptable to a court of competent jurisdiction.
- (e) "**Data**" means all data that is provided by Customer to S&S and all other content transmitted, posted, received or created through Customer's use of the Hosting Services or the Software.
- (f) "**Documentation**" means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Software and/or Hosting Services or used in conjunction with the Software and/or Hosting Services, whether distributed in print, magnetic, electronic, or video format, in effect as of the date the Software and/or Hosting Services are provided to the Customer.
- (g) "**Fees**" means the Annual Hosting Fees and Professional Services Fees pertaining to the Hosting Services.
- (h) "**Hosting Services**" means the services to be provided by or on behalf of S&S under this Agreement that include hosting, monitoring, and operating the systems and software owned or controlled by S&S required to deliver the Software granted to the Customer pursuant to the Software License Agreement.
- (i) "**Professional Service(s)**" means the set-up activities required at the hosting site to ensure that the Hosting Services will be provided in accordance with this Agreement.
- (j) "**Professional Service(s) Fees**" means the professional service(s) fees set out in Schedule "H-1" of this Agreement.

- (k) **“Software”** means the commercial off the shelf (“COTS”) version of enQuesta software licensed to Customer pursuant to the Software License Agreement.
- (l) **“SLA”** means the Service Level Agreement commitment of S&S as the Hosting Services provider to provide a mutually acceptable defined level of service to Customer for a specified period of time, which if not met, remedy is provided by S&S to Customer.
- (m) **“Software License Agreement”** means the Agreement between Customer and S&S for Software and Third-Party Software provided by S&S to Customer.
- (n) **“Support Services”** means those support services provided pursuant to the Support and Maintenance Services Agreement between Customer and S&S.
- (o) **“Third Party Components”** means any third-party telecommunications, energy/utility transportation, managed facilities and/or software applications and services that S&S or its service providers has licensed or purchased and provided access to or otherwise made available to Customer as part of the Hosting Services.
- (p) **“Users”** means employees, contractors, agents or other parties affiliated with the Customer who have the right to use and have access to the Software either on Customer site or remotely to support the Customer’s lawful use of the Software or to access the Customer’s information, transactions and reports for internal use as part of the Hosting Services.

## 2. Authorization

Subject to the terms and conditions of this Agreement, including without limitation, payment by Customer of the Annual Hosting Fees, S&S hereby grants to Customer a personal, non-exclusive, non-transferable limited right during the Term to allow Users to access and use the Hosting Services solely in connection with its use of the Software as permitted pursuant to the Software License Agreement.

## 3. Fees

In consideration of receiving the Hosting Services and the Professional Services, Customer agrees to pay to S&S the Fees as described in this Section 3 and Schedule “H-1” in accordance with the payment terms set out in Schedule “H-1”.

The Annual Hosting Fees, Professional Services Fees, and any other Fees set out in this Agreement are exclusive of taxes. Customer agrees to pay all foreign, federal, state, or local income taxes, value added taxes, use, personal, property sales and tariff, duty or similar charges that may be levied by a taxing authority (excluding taxes on S&S’s net income and land).

## 4. Hosting Services Term

Unless terminated earlier in accordance with the terms hereof, this Agreement shall commence on the Effective Date and shall continue for a period of one (1) year (the **“Initial Term”**). After the Initial Term, this Agreement shall be automatically renewed for successive one (1) year periods (each a **“Renewal Term”**), based on a calendar year, unless either party provides written notice to the other party of its intention not to renew within sixty (60) days of the end of the then-current term. The Initial Term and Renewal Term(s) shall collectively be referred to as the **“Term”**. After the Initial Term of this Agreement, S&S and customer must agree to pricing within 60 days of the end of the then-current term.

## 5. Restrictions on Use

- (a) Except as expressly provided herein, Customer may not give away, rent, lease or otherwise sell, re-sell, sublicense, distribute or transfer the license rights granted under this Agreement or otherwise use the Hosting Services or the Software except as expressly permitted by this Agreement and the Software License Agreement without the prior written consent of S&S.
- (b) The Customer shall not copy, frame or mirror any part or content of the Hosting Services, other than copying or framing on Customer’s internal networks or otherwise for Customer’s own internal business purposes.

- (c) The Customer shall not knowingly transmit, upload, post, distribute, store or otherwise publish, through use of the Hosting Services, any data, material or information that: (i) contains a software virus, Trojan horse, worm or other harmful or deleterious computer code, files or programs that may adversely affect any hardware or software, or that intercepts or misappropriates any data or information; (ii) is threatening, defamatory, libelous, harassing, profane, is an invasion of privacy, offensive, obscene or harmful; (iii) infringes or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third-party; (iv) violates any law, statute, ordinance or regulation; or (v) includes unsolicited bulk e-mails, advertisements or solicitations.
- (d) The Customer shall not interfere with or disrupt services or networks connected to the system used to provide the Hosting Services and shall not attempt to gain unauthorized access to the Hosting Services or such services or networks connected to the system used to provide the Hosting Services.
- (e) The Customer shall not provide the results of using the Hosting Services for the purposes of monitoring its availability, performance, functionality, benchmarking or competitive analysis to any third party.
- (f) In addition to its termination rights under Section 11, S&S may restrict or limit Customer's access to the Hosting Services if S&S reasonably determines that Customer has engaged in (whether knowingly or unknowingly) any prohibited conduct described herein and such conduct, in S&S's reasonable opinion poses any risk of any kind or nature to S&S or its service providers' network, business or other Customers. As promptly as practicable after becoming aware of Customer's engagement in any such prohibited conduct, S&S will use all commercially reasonable efforts to notify Customer of the restriction or limitation to Customer's access to the Hosting Services and will promptly restore Customer's access after S&S has had reasonable assurance that such conduct has been permanently discontinued. In addition to and without limiting the foregoing, S&S reserves the right to refuse to post or to remove in whole or in part any information or materials provided or submitted by or on behalf of Customer in connection with its use of the Hosting Services that S&S determines, in its reasonable discretion, are either in violation of this Agreement or pose any risk of any kind or nature to S&S or its service providers' network, business or other Customers.

## **6. Hosting Services**

- (a) S&S shall provide the facilities, equipment, and software to deliver the Hosting Services. S&S shall have the right to manage all resources used in providing the Hosting Services, as S&S deems appropriate.
- (b) S&S shall host and provide access to the Software Users, subject to scheduled periods of non-availability as described in Schedule "H-2".
- (c) S&S reserves the right to have commercially reasonable additional User security criteria that may be applied to Users prior to their ability to have access to the Software. S&S shall inform Customer of such criteria but S&S shall be free to implement such criteria at any time without prior written warning to the Customer and/or to Users. Where Users do not accept such and/or agree to such criteria, S&S reserves its rights to not grant to such Users access to the Software. S&S reserves its rights to restrict access to the Software to Users for any violation of any additional terms and conditions to which such Users accept/agree to access the Software.
- (d) The Customer, not S&S, shall be responsible for creating and maintaining all User account information and for performing all other application level system administration functions that are available within the Software.
- (e) S&S shall comply with the terms and conditions regarding access and use of Data as set out in Section 13 of this Agreement.
- (f) Customer acknowledges that in order to provide the Hosting Services, Customer may be required to purchase access to Third Party Components. Customer further acknowledges that the availability of such Third Party Components is based solely on the best information available to S&S and its service providers as of the Effective Date including third party representations and government regulations and is subject to change during the Term with little or no advance notice. If any necessary customer selected Third Party Components are determined by S&S to be unavailable as a result of changes to any third party availability, governmental

regulations or other condition or circumstance outside of S&S's control, then: (a) S&S shall not be in breach hereof or otherwise liable for any failure or inability to provide the Hosting Services as a result of such unavailability of any customer selected Third Party Components; and (b) Customer may be required to change or replace the customer selected applicable Third Party Components or otherwise attempt to mitigate the impact of the such unavailability of Third Party Components.

**(g) The physical data center facilities:**

- i. Unless otherwise communicated in writing the data center resides in Ashburn, VA or Phoenix, AZ due to their safe location from many of the typical Force Majeure threats and ability to accommodate many fiber connectivity hubs.
- ii. Use redundant power sources and maintain generator backups in case of widespread electrical outage.
- iii. Server rooms are closely monitored for air temperature and humidity, and fire suppression systems are in place.
- iv. Facilities are durably built with steel, concrete, or comparable materials, and are designed to withstand impact from a light vehicle strike.
- v. Facilities are staffed with security guards who are ready to respond to incidents 24 hours a day, 7 days a week, 365 days a year. The exterior of the sites is secured with perimeter barriers and vehicle checks are actively monitored by a guard force and cameras that cover the building perimeter.
- vi. Server rooms are built with additional security layers including cameras that cover server rooms, two-factor access control, and intrusion-detection mechanisms. Physical barriers are in place to create isolated security zones around server and networking racks.

## **7. Responsibilities**

- (a) Cooperation by Customer.** The Customer acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Customer and its staff and agrees to act reasonably and cooperate fully with S&S to achieve the Completion of Services related to any Professional Services supplied by S&S. To enable S&S to provide effective Support Services, the Customer will establish secure remote access to S&S based on mutually agreed to remote access procedures.
- (b) Project Manager.** The Customer shall appoint a project manager who shall work closely with S&S to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Customer and their cooperation with and participation in such process during any Professional Services.
- (c) Customer Equipment.** Customer agrees that it shall be responsible, at its sole expense, for providing all Internet access, including but not limited to obtaining, installing and maintaining all internal equipment, hardware, onsite network, Internet or direct telecommunications connections and software applications (e.g. web browser) at Customer's facilities required for Users to access and use the Software in the Hosted environment. S&S shall not be responsible for the operation of any Internet, Customer's internal network or Customer's other internal communication services. The Customer further acknowledges that the operation of the Software requires the Customer's and Users' hardware to be of sufficient quality, condition and repair, and the Customer agrees to ensure that Users' maintain their applicable hardware in the appropriate quality, condition and repair at the Customer's sole cost and expense. These requirements may also be necessary in order to facilitate the achievement of Completion of Services related to any Professional Services supplied by S&S.
- (d) Passwords.** Customer agrees to comply with all S&S security policies and procedures as provided to it and amended from time to time to enhance security and meet commercially acceptable and regulatory requirements. The following are the S&S security policies and procedures. Customer and its Users shall be responsible for keeping any and all passwords and user IDs assigned to it its Users secret and confidential.



Customer agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Customers or its Users' passwords and user ID's, as well as any obligation that may result from such use. Customer agrees to notify S&S in writing if it believes that a password has been stolen or might otherwise be misused. Customer agrees to notify S&S immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Customer.

- (e) **Users.** The Customer is responsible for: (i) the actions of Users using the Hosting Services in accordance with this Agreement; (ii) ensuring that Users agree to any further terms and conditions as may be provided by S&S from time to time for Users; and (iii) informing S&S of any information about Users' actions that may have affected either the Software or third party data contained in the Software, or S&S's ability to provide Hosting Services as contemplated by this Agreement.
- (f) **Compliance with Laws.** Customer represents and warrants to S&S that it and its Users will at all times be in compliance with all applicable local, state, and federal laws including but not limited to those laws regarding defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability.
- (g) **Managed Services.** Please see the table below for additional information on other division of responsibilities:

Item	Notes	Responsibility
Power Supply	All data center infrastructure is backed by redundant power sources and maintain generator backups in case of widespread electrical outage.	S&S
Internet Feeds & Networking at the Hosting Facility	All data center infrastructure is backed by high speed redundant network and internet connectivity.	S&S
Internet Feeds & Networking at the Customer Site	The Customer is responsible for monitoring and maintaining network and internet connectivity at the customer site relating to the hosted environment. For general usage, 10 to 20 Mbps upload/download dedicated to enQuesta throughput will meet or exceed the needs of most customers.	Customer
Disk Failover in Data Center	Multiple copies of data are stored redundantly across multiple storage servers with built-in repair mechanisms.	S&S
On-Premises (Customer) Network	Set-up and maintenance of all network components, including firewall configuration and network connectivity.	Customer
VPN Tunnels	For all hosted systems, an IPsec VPN tunnel is required to provide secure connectivity between the customer and the cloud hosting environment. The hosting environment tunnel is to be a co-managed; each party is responsible for notifying each other in the event of any changes that may require any type of coordination.	Customer and S&S
Back-Ups	Daily backups occur each evening and are retained for 5 business days. The Recovery Point Objective (RPO) for enQuesta is to recover from the most recent of these evening backups to minimize data loss. Selecting the Data Guard option makes your Production RPO point-of-failure (a.k.a. real-time). RTO for enQuesta is 12 hours. Often recovery time is 4 hours or less, but this is dependent on the type of failure that may have occurred. Complete server and data backups are taken at a 24 hour our interval and replicated to a different Oracle data center facility should any type of backup ever be required. This back-up can be made available to the Customer at any point. Higher frequency back-ups may be requested at the then available S&S rates.	S&S

<b>Data Guard - optional</b>	Data Guard provides replication of your production database to a secondary/standby database making your RPO real-time. This is a standard feature included with Oracle Enterprise Edition. Oracle Enterprise Edition licenses are required for both primary and secondary databases. In this scenario, the secondary database may only be used for database failover.	<b>S&amp;S</b>
<b>Active Data Guard - optional</b>	Active Data Guard is an additional feature which allows the secondary database to be accessed in a read only capacity. This feature requires additional licensing. Pricing can be supplied upon request.	<b>S&amp;S</b>
<b>Disaster Recovery</b>	Set-up, maintenance and restoration from backups – typical recovery time is less than 24 hours for enQuesta production – extreme cases can take up to 72 hours for enQuesta production. The number one priority will be enQuesta, once it's up, the same timelines would then apply to Capricorn & enQuesta Link.	<b>S&amp;S</b>
<b>Operating System Maintenance</b>	S&S is responsible for the following Operating System Level changes: General O/S maintenance, O/S-level application configuration, and systematic semi-yearly O/S patching.	<b>S&amp;S</b>
<b>Database Maintenance</b>	S&S is responsible for Database maintenance and tuning as required by the enQuesta Software. Please note that this does not include manual data manipulation for ad-hoc billable projects or corrective measures in the case of Customer error.	<b>S&amp;S</b>
<b>Workstations</b>	The Customer is responsible for the management and maintenance of all workstation, PCs, devices used to connect to the enQuesta Software.	<b>Customer</b>
<b>Any Hardware On-Premise (e.g Kiosks, Handhelds Scanners, etc)</b>	The Customer is responsible for the configuration, management and maintenance of any additional hardware installed on-premises.	<b>Customer</b>
<b>Printers</b>	Customer is responsible for all printer configuration and support of printers (beyond those that are included as part of the original contract).	<b>Customer</b>
<b>System Monitoring</b>	Alerting of critical instances: Tablespace Capacity, JBOSS, Back-Up Completed/Failed, Oracle Up/Down, Web Portal Availability (Production Instance Only)	<b>S&amp;S</b>
<b>Other</b>	The Customer is responsible for enQuesta user maintenance and general system administration. The Customer is also responsible for any file or report import/export to non-enQuesta servers.	<b>Customer</b>

**(h) Data Security.** Customer acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Customer's and its Users' (as well as S&S's) computer systems, networks and any and all information stored therein. Customer is responsible for taking reasonable measures to ensure that: (i) Customer's internal computer systems are secure and protected from unwanted interference (such as "hackers" and viruses); (ii) transmissions are screened for viruses or other harmful code prior to transmission to S&S's servers; and (iii) Data is encrypted. Some content may be subject to governmental regulations or may require security measures beyond those specified by S&S for an offering. Customer will not input or provide such content unless S&S has first agreed in writing to implement additional required security measures, which will not be unreasonably withheld.

WHERE THE PRIVACY, SECURITY, AUTHENTICITY, OR ACCURACY OF ANY INFORMATION ARE IMPACTED BY TRANSMISSION ACROSS THE INTERNET S&S WILL NOT BE HELD RESPONSIBLE. S&S SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S OR ITS USERS' CONNECTION TO OR USE OF THE INTERNET, AND S&S SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OR ANY USER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION.

The hosted managed service infrastructure enables our customers to maximize the number of mission-critical workloads that they can migrate to the managed hosted facility while continuing to maintain their desired security posture and reduce the overhead of building and operating data-center infrastructure. Our solution is designed with one goal: giving our customers complete confidence that their solution is reliable and secure by continuing to invest and include the following as part of your solution:

- i. Customer isolation that allows us to deploy the applications and data assets in an environment that commits full isolation from other tenants.
- ii. Always-on encryption that protects our Customer's data at-rest and HTTPS-only public APIs.
- iii. Security policy that allows us to constrain access to your services and segregate operational responsibilities to reduce risk associated with malicious and/or accidental user actions.
- iv. Comprehensive log data that allows our customers to audit and monitor actions on the resources, allowing our customers to meet audit requirements while reducing security and operational risk.
- v. Identity federation that allows our customers to use their existing users and groups in our managed facilities.
- vi. Rigorous internal processes and use of effective security controls in all phases of the managed service development and operation.
- vii. Adherence to Oracle's strict security standards through third-party audits, certifications, and attestations.
- viii. By using Oracle's Infrastructure in their own data centers our customers benefit from Oracle's deep expertise (Oracle employs some of the world's foremost security experts in information, database, application, infrastructure, and network security) and continuous investments in security.
- ix. enQuesta offers our Customer both the option of directly integrating into Active Directory or using enQuesta's own proprietary user management tool, as such designated Customer admins may have the ability to cancel user accesses as required.
- x. Password complexity rules can be defined by the Customer (e.g. length, strictness, special characters, mandatory resets, etc.) for both the Capricorn Web Portal and enQuesta. S&S can be consulted to advise industry best-practices if no such password policies are currently in place by the Customer.

Industry-leading Oracle Cloud Infrastructure are utilized along with Linux as the operating system in order to further maximize security, here are some additional details:

- i. Oracle Linux images run the Unbreakable Enterprise Kernel (UEK) and support security features such as Ksplice to apply security patches without booting.
- ii. Second-generation Oracle Cloud Infrastructure-as-a-Service security includes zero-trust, least privilege networking and isolated network virtualization.
- iii. Settings throughout enQuesta are designed with the "pessimistic permission" model in mind and as such explicit access must be granted for individuals to be able to use granular sections of the application. The following strictness and flexibility is also carried over to the Firewall; specific IP ranges can be explicitly turned-off or turned-on as necessary to prevent access from outside a certain zone.
- iv. Should the unlikely event of any type of unsolicited activity occur (e.g. even if it's due to suspicious activities by a Customer's employee) S&S reserves the right to immediately block off entry to all parties until root cause is assessed via all activity logs (network, database, and application). The Customer

also reserves the right to ask S&S to turn off access to all at any point, in the unlikely event that this should be deemed required.

Our datacenter infrastructure provider, Oracle, has been engaging with 3rd party external assessment entities and independent auditors to meet a broad set of international and industry-specific compliance standards to ensure that environments adhere with industry security best-practices. Here is a sample of some of the current ones:

- i. ISO 27001: International Organization for Standardization 27001 is an international standard that covers the planning, implementation, monitoring, and improvement of an Information Security Management System. This widely adopted global security standard sets out requirements and best practices for a systematic approach to managing company and customer information based on periodic security risk assessments.
- ii. SOC 1 – Type 2: System and Organization Controls 1 is a report on a service organization controls relevant to internal control over financial reporting. A “type 2” report includes the “type 1” report opinions; additionally, it includes an opinion on the operating effectiveness of the controls to achieve the control objectives as well as a description of the service auditor’s tests of the controls and results.
- iii. SOC 2 – TYPE 2: System and Organization Controls 2 is a report on a service organization controls relevant to security, availability, processing integrity, confidentiality, or privacy using up to five trust principles. A given SOC 2 report may be based on one or more trust principles.
- iv. SOC 3: System and Organization Controls 3 is a report, like the SOC 2, on a service organization controls relevant to security, availability, processing integrity, confidentiality, or privacy. However, a SOC 3 can be distributed for general use and only states whether or not the entity has achieved the Trust Service criteria, without any description of tests, results or opinions.

Copies of such audit reports will be provided to Customer on an annual basis by November 1<sup>st</sup> of each year.

## 8. Warranty and Warranty Disclaimer

- (a) **Limited Warranty.** S&S warrants to Customer that the Hosting Services shall be performed at a level and shall substantially conform to the specifications as stated in S&S’s manuals and other Documentation provided to Customer, provided that all use of the Hosting Services is for the purposes and in the environment for which they were designed and in accordance with such specifications. Customer’s sole remedies in the event the Hosting Services do not conform to the foregoing limited warranty: (i) S&S shall, at S&S expense, use commercially reasonable efforts to correct such non-conformance within fourteen (14) days from notification of warranty breach; and (ii) if such breach is not cured within such fourteen (14) days, S&S shall, at S&S expense, take all actions necessary to complete the transition of Customer to a different hosting provider or host internally no later than sixty (60) days from Customer’s initial notification of warranty breach. If neither of the foregoing sufficiently remedies the breach or is not timely completed, Customer shall have the right to terminate this Agreement in accordance with Section 11(a). The foregoing does not relieve S&S of its obligations under the SLA.
- (b) **Warranty Disclaimer.** TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET OUT IN SECTION 8(a) OF THIS AGREEMENT, THE HOSTING SERVICES, SOFTWARE, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED TO CUSTOMER “AS IS” AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith.

S&S, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING SOFTWARE, THE HOSTING SERVICES, THE PROFESSIONAL SERVICES AND ANY

OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT THE HOSTING SERVICES OR THE SOFTWARE SHALL OPERATE ERROR FREE OR UNINTERRUPTED, SHALL MEET ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE HOSTING SERVICES OR SOFTWARE CAN BE FOUND OR CORRECTED.

WITHOUT LIMITING THE FOREGOING, S&S DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, CUSTOMER'S INTERNAL NETWORK OR CUSTOMER'S OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF CUSTOMER'S THIRD PARTY DATA MANAGEMENT SYSTEM (ANY SYSTEM THAT IS NOT COVERED UNDER THIS AGREEMENT) OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.

NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF S&S AND CUSTOMER.

## **9. Limitations on Liability**

- (a) Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (b) The Customer and S&S recognize that circumstances may arise entitling the Customer to damages for breach or other fault on the part of S&S arising from this Agreement. The parties agree that in all such circumstances the Customer's remedies and S&S's liabilities will be limited as set forth in Section 11 and as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.
- (c) **TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT FOR DAMAGES ARISING OUT OF: (a) DAMAGE TO TANGIBLE PROPERTY; (b) INJURY OR DEATH TO PERSONS; (c) GROSS NEGLIGENCE OR; (d) WILLFUL MISCONDUCT, CUSTOMER AGREES THAT THE ENTIRE LIABILITY OF S&S AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE HOSTING SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY S&S UNDER WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND SHALL NOT EXCEED IN THE AGGREGATE THE ANNUAL HOSTING FEES PAID BY CUSTOMER TO S&S UNDER THIS AGREEMENT DURING THE THEN-CURRENT TERM (AND IN NO EVENT BEING GREATER THAN 12 MONTHS) OF THE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.**

**CUSTOMER FURTHER AGREES THAT IN NO EVENT SHALL S&S BE LIABLE UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS, LOSS OF REVENUE, FAILURE TO REALIZE ANTICIPATED SAVINGS, LOST OR DAMAGED DATA (EXCLUDING CLAIMS FOR LOSS OF DATA CAUSED BY S&S OR ITS THIRD PARTY HOSTING PROVIDER), LOSS OF GOODWILL, BUSINESS OPPORTUNITIES OR REPUTATION, OR ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGES, OR**

## **SUCH LOSSES OR DAMAGES ARE FORESEEABLE.**

### **10. Change Order Process**

With respect to any proposed changes to the Professional Services defined by this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof and will not unreasonably withhold approval of such proposed changes. If Customer causes or requests a change in the allocation of the resources of S&S applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require S&S to provide additional work hours, S&S may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing the Professional Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute. Change Orders will need to be approved before any work commences and will be deemed approved upon signature by both parties.

### **11. Cancellations and Termination**

This Agreement may be terminated as follows:

- (a) If either party is in material breach of any of its obligations or any provision under this Agreement, the other party must notify the breaching party in writing of such default (a **"Default Notice"**). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party within sixty (60) days or issue a written notice of its own disputing the alleged default within thirty (30) days, of the date of receipt of a Default Notice. If the breaching party fails to correct the default in a mutually agreeable fashion within such sixty (60) day period, and did not issue a notice disputing the alleged default within such thirty (30) day period, the other party may terminate this Agreement upon written notice to the other party to that effect.
- (b) If Customer has failed to pay any undisputed amounts when due under this Agreement, S&S shall have the right to: (i) suspend performance of the Hosting Services (including Customer access to the Hosting Services) until all amounts are paid in full; and/or (ii) terminate this Agreement effective thirty (30) days from receipt of written notice to Customer to that effect.
- (c) S&S may terminate this Agreement effective immediately upon written notice to Customer if Customer has breached its obligations of confidentiality or any intellectual property right or proprietary right of S&S.
- (d) Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.
- (e) In the event that funds are not appropriated for the performance of Customer's obligations under this Agreement, then this Agreement shall automatically expire without penalty to Customer ninety (90) days after written notice to S&S of the non-appropriation of public funds. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its operations. This section shall not relieve Customer of its obligations to pay for any fees due under this Agreement as of the effective date of Customer's notice.
- (f) This Agreement shall automatically terminate in the event that the Software License Agreement is terminated.



## 12. Effects of Termination

In the event of termination or expiration of this Agreement:

- (a) All rights granted to Customer in this Agreement shall immediately terminate and S&S will immediately cease to perform the Hosting Services.
- (b) Customer will pay all amounts due under this Agreement up to and through the date of termination.
- (c) Customer shall return to S&S or at S&S's option purge or destroy all copies of any Confidential Information of S&S in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of Customer confirming same within thirty (30) days.
- (d) Except as otherwise provided in this Agreement, termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (e) Any cancellation and/or termination prior to the end of the Initial Term shall result in an acceleration of all Annual Hosting Fees due thirty (30) days upon receipt of invoice. This section will not affect S&S's right to collect any further invoiced amounts for other Professional Service Fees.
- (f) Conditional upon Customer's payment of all Fees that are due to S&S, S&S will furnish the Customer with a copy of the Data in a format to be mutually agreed upon between the parties in writing (typically a .csv file). The anticipated services to provide a copy of the Data are one (1) to two (2) weeks and will be billed at S&S's then-current daily rate. Upon receipt of notice from Customer confirming receipt of the Data, S&S shall destroy all copies of the Data and delete all Data on the database and an Officer of S&S shall certify the destruction and deletion to the Customer. Subject to any legal requirement that S&S must retain a copy of the Data, S&S shall not delete the Data for ninety (90) days from the date of termination except: (i) where S&S has provided the Data to Customer pursuant to this Subsection; or (ii) where it has received written instructions from Customer to delete the Data. Following ninety (90) days from the date of termination if Customer has not communicated with S&S regarding the Data, S&S shall have the right to delete all Data at any time as either required by law or as determined by S&S in its sole discretion. Notwithstanding the foregoing, S&S shall be permitted to delete all Data without providing notification to Customer and S&S shall not be required to adhere to the time frames detailed above where S&S is required by law to delete such Data.

## 13. Ownership

- (a) **By S&S.** Customer acknowledges that at all times S&S, its service providers or licensors are and shall remain the owner of all hardware, servers, equipment, networks or other software S&S uses in the performance of the Hosting Services. S&S, its service providers and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the Hosting Services and Software and related documentation, materials, logos, names and other support materials provided pursuant to the terms of this Agreement. Customer shall acquire no right whatsoever to all or any part of the Software except the limited right to access and use the Software in accordance with the terms of this Agreement and the Software License Agreement and S&S and its licensors reserve all rights not expressly granted to Customer. Customer must fully reproduce any copyright or other notice marked on any part of the documentation or other materials on all authorized copies and must not alter or remove any such copyright or other notice. Customer hereby grants to S&S a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate in to the Hosting Services any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Customer relating to the operation of the Hosting Services or the Software.
- (b) **Customer Data.** As between S&S and Customer, all Data will remain the sole and exclusive property of Customer. Customer is solely responsible for ensuring the accuracy, quality, integrity, reliability, appropriateness and right to view and use the Data. Subject to the terms and conditions of the Agreement, Customer grants to S&S a world-wide, non-exclusive, royalty-free license to access the Data for the sole purpose of performing the Hosting Services. Access to the Data shall only be by S&S's employees and/or

subcontractors whose job function requires access. Except as specified in this Agreement, S&S may not access the Data for any other purpose without the express written consent of Customer. Access to Data by any outside party shall only be in accordance with the terms of this Agreement or where required by law.

### **(c) Data and Privacy Policy of Customer**

The Customer represents and warrants to S&S that:

- i. Data that is either provided to or acquired by S&S is owned exclusively by Customer and that the Customer has full right and title to provide the Data to S&S.
- ii. Data that is either provided to or acquired by S&S is subject to a privacy policy in effect as of the Effective Date and Customer's customers have provided to Customer their written consent for its collection, use and storage by S&S and its third-party service providers in accordance with this Agreement and in any jurisdiction in North America.
- iii. Customer complies with all applicable privacy legislation as of the Effective Date in the performance of its obligations hereunder in respect of any Data collected, used, transferred, created or disclosed pursuant to this Agreement.
- iv. Customer will not provide S&S with data of any kind for which S&S either has no need or does not have the right to collect, use and store under the terms of this Agreement.

### **14. Confidential Information**

The parties agree to keep confidential any and all Confidential Information with respect to the other party which it has received or may in the future receive in connection with this Agreement and shall only disclose such Confidential Information of the other party: (i) to its agents, employees or representatives who have a need to know such information, for the purpose of performance under this Agreement and exercising the rights granted under this Agreement, and who have entered into a non-disclosure agreement at least as protective of the other party's Confidential Information as this Agreement; or (ii) to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The parties each agree to hold the other party's Confidential Information in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party. The obligations of Customer set forth in this Section 14 are subject to its responsibilities under the **XXX** Open Records Act.

In addition to any other restrictions on S&S's use of the Data, the confidentiality obligations above apply except to the extent that both parties agree that the Data may be subject to privacy laws providing for the owners of the Data to review such Data or to challenge the collection and storage of the Data. Customer shall indemnify and reimburse S&S in relation to all reasonable fees and other disbursements paid by S&S to comply with such requests, whether by an individual or a government body, or to challenge such requests at either S&S's or Customer's request. Customer represents and warrants to S&S that as of the Effective Date no individual, government body or third party has requested a review of the Data or challenged the collection and storage of the Data to be stored in the Software.

### **15. Indemnity**

Customer is solely responsible for its Data, its use, and its Users' use, of the Hosting Services in any way, and all legal liability arising out of or relating thereto. Customer shall defend, indemnify and hold S&S and its third party service providers, if applicable, and each of their respective officers, directors, employees and agents (the "**Indemnities**") harmless from and against any and all losses, costs, damages and expenses (including reasonable

attorney's fees) that the Indemnities may suffer in connection with any demands, claims, actions, suits or proceedings arising out of or in connection with: (i) the use of the Hosting Services including but not limited to any Third Party Components by Customer or its Users; (ii) any breach by Customer or its Users of this Agreement; or (iii) Customer's Data, including but not limited to any third party claims that the inclusion, use, reference, incorporation of or linking to any third party materials or the Customer's Data violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal.

## 16. General

- (a) **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of XXX and the federal laws of the United States applicable therein. This Agreement expressly excludes that body of law applicable to choice of law, the Uniform Commercial Code (except as expressly adopted as Nevada law) and the United Nations Convention on Contracts for the International Sale of Goods and any legislation implementing such Convention, if otherwise applicable. S&S and Customer hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of S&S.
- (b) **Mediation.** Except where this Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location which is also mutually agreeable, provided however, in no event shall the mediation occur later than ninety (90) days after either party notified the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.
- (c) **Notice.** Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered either personally, or mailed by prepaid registered post to the appropriate address set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received on a day other than a business day), if personally delivered or, if mailed, on the third business day following the date of mailing, and addressed, in the case of the S&S, to:

SYSTEMS & SOFTWARE, INC.  
10 East Allen St, Suite 201  
Winooski, VT 05404  
Attention: Executive Vice President  
Telephone: (802) 865-1170

and in the case of the Customer, to:

CUSTOMER NAME  
Attention: XXX  
Telephone: XXX

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 16(c).

- (d) **Currency.** Unless otherwise indicated, all dollar amounts referred to in this Agreement are in lawful money of United States.
- (e) **Entire Agreement.** This Agreement together with the Schedules attached to this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, negotiations, understandings, arrangements, and communications between the parties, both written and oral, relating to the subject matter hereof. No terms and conditions in any Customer orders, other than Change Orders pertaining to this Agreement, or in any other documentation employed by or on behalf of Customer in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by the receiving party, with such provisions being deemed deleted. This Agreement may only be modified by a written amendment signed by an authorized representative of each of the parties.
- (f) **Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- (g) **Assignment.** Customer may not assign any of its rights or duties under this Agreement without the prior written consent of S&S, such consent not to be unreasonably withheld. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.
- (h) **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable. If such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.
- (i) **Allocation of Risk.** Customer acknowledges and agrees that the warranty disclaimer and limitation of liability contained in this Agreement are fundamental elements of the basis of the bargain between S&S and Customer and set forth an allocation of risk reflected in the fees and payments due hereunder.
- (j) **Relationship.** The parties are and shall at all times remain independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is lawfully responsible.
- (k) **Equitable Relief.** Customer acknowledges and agrees that it would be difficult to compute the monetary loss to S&S arising from a breach or threatened breach of the confidentiality obligations under this Agreement by Customer and that, accordingly, S&S will be entitled to specific performance, injunctive or other equitable relief in addition to or instead of monetary damages in the event of a breach or threatened breach of this Agreement by Customer.
- (l) **Force Majeure.** No default, delay or failure to perform on the part of S&S shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its reasonable control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier, unavailability of Third Party Components or other disasters.

**(m) Survival.** Sections 1 (Definitions), 3 (Fees), 5 (Restrictions on Use), 7(f) (Compliance with Laws), 7(g) (Security), 8 (Warranty Disclaimer), 9 (Limitation of Liability), 12 (Effects of Termination), 13 (Ownership), 14 (Confidential Information), 15 (Indemnity), 16 (General) and any other provision of this Agreement which is required to ensure that the parties fully exercise their rights and their obligations hereunder shall survive any termination or expiration of this Agreement unless and until waived expressly in writing by the party to whom they are the benefit.

**(n) Counterparts.** This Agreement may be executed in counterparts (email scan), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** S&S and the Customer have duly executed this Agreement to be effective on the Effective Date first written above.

**SYSTEMS & SOFTWARE, INC.**

**Customer:**

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Signature

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Signature

Name:

Name:

Title:

Title:

**Schedule "H-1"**  
**Fees and Payment Schedule**

**Purchased Hosting Services:**

Hosting Services shall be provided for the software products listed in the Software License Agreement.

**The total maximum Hosting Fees for the initial one (1) year term:**

- 1-year OCI Hosting (\$XXX estimated annually)
- 1-year S&S Managed Services (as described -section G - \$XXX estimated annually)

**PAYMENT TERMS:**

The Annual Hosting Fees shall be invoiced on each anniversary date of the initial contract.

**RESET OF TERM TO MATCH FISCAL YEAR:**

Customer may request that S&S match the annual invoicing of the Annual Hosting Fees with Customer's fiscal year. In order for Customer to elect to match annual invoicing with their fiscal year, Customer must make said request to S&S in writing and during the Initial Term of this Agreement. If such election is made S&S shall: a) issue a prorated invoice for any Hosting Fees due for the portion of the year remaining in Customer's current fiscal year; b) extend the then current term to expire at the end of the Customer's subsequent fiscal year; c) issue an annual invoice thereafter on the annual anniversary date of Customer's fiscal year for any Hosting Fees due; and d) reset future annual terms to expire at the end of Customer's fiscal year. Annual Hosting Fees are invoiced in advance of an upcoming annual term. Hosting fees shall be due and payable thirty (30) days from date of invoice.

**Schedule “H-2”  
Service Availability**

**Availability and Uptime Objectives:**

Availability of the Hosting Services is defined as when the Software and Customer's data are operational and accessible via a public internet connection. S&S shall strive to make the Hosting Services available 100% of the time. In the unlikely event of any type of downtime the two following SLA schedules will be respected:

Table 1 – Data Center’s Power, Network, and Internet Availability

Monthly Performance Rate	Percentage of Applicable Monthly Recurring Hosting Charge Credited to Customer’s Account
Equal or Greater than 99%	0%
Equal or Greater than 98%	3%
Equal or Greater than 97%	5%
Equal or Greater than 95%	10%
Less than 95%	25%

Table 2 – enQuesta Production Server Environment and Data Availability

Monthly Performance Rate	Percentage of Applicable Monthly Recurring Hosting Charge Credited to Customer’s Account
Equal or Greater than 98%	0%
Equal or Greater than 97%	3%
Equal or Greater than 96%	10%
Less than 95%	25%

Credits or remedies will be provided only upon request of the Customer pursuant to this SLA. Requests for credit must be received within thirty (30) days of the Customer receiving our Root Cause Analysis document for a particular unavailability event. Please note that the official unavailability time that will be subject to a credit will exclude any common exclusions (as listed below).

Remedies for failure to meet any commitment provided in this agreement may not be combined to cover the same second, minute or day time period – only one remedy will be afforded to the Customer per time period.

Fault will be determined, and failure to perform under the obligations of this SLA identified, shall be based on S&S’s reports related to Table 2 and Third Party Hosting Provider’s monthly monitoring reports related to Table 1, and the performance monitoring reports on these subjects will be final and binding on the parties. Any disagreements will be remedied in accordance with the governing Managed Hosting Support & Maintenance Agreement.

However, the Hosting Services may be unavailable during certain downtimes, which includes, but is not limited to, the following circumstances:

- **Routine Scheduled Downtime.** Periods of time for the purpose of conducting routine system maintenance. In such event, S&S shall use commercially reasonable efforts to provide Customer with a minimum of three (3) business days’ notice prior to any period of scheduled downtime and shall use commercially reasonable efforts to limit any such routine system maintenance to weekends between the hours of midnight and 6 AM EST.
- **Factors Outside Our Reasonable Control.** Due to factors outside S&S’s reasonable control (for example, a Force Majeure event, emergencies such as natural disasters, power surges, lightning strikes, or a network or device failure external to our data centers) or other exceptional circumstances, S&S shall be entitled to take any actions determined, in its sole discretion, necessary or advisable to prevent, remedy, mitigate, or otherwise



address actual or potential harm, interruption, loss, threat, security or like concern to hosting infrastructure (“Emergency Work”). S&S shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible, but shall not be held responsible for any deterioration of performance or System unavailability to Customer during such events or Emergency Work.

- **Unauthorized Actions.** S&S shall not be responsible for any System unavailability that results from Customer’s unauthorized action or lack of action when required, or from Customer’s employees, agents, contractors, or vendors, or anyone gaining access to the Hosting Services by means of Customer passwords or equipment, or otherwise resulting from Customer failure to follow appropriate security practices. Although S&S will use commercially reasonable efforts to mitigate the effects of any such events, S&S cannot guarantee that such events will not occur. Accordingly, S&S disclaims any and all liability resulting from or relating to such events.
- **Failure to Adhere to Requirements.** S&S shall not be responsible for any System unavailability for any failure by reason of Customer’s failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or use of the Hosting Services in a manner inconsistent with the features and functionality of the Hosting Services (for example, attempts to perform operations that are not supported, exceeding prescribed quotas, or suspected abusive behavior) or inconsistent with S&S’s published guidance.

## SOFTWARE IMPLEMENTATION SERVICES AGREEMENT

THIS SOFTWARE IMPLEMENTATION SERVICES AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”).

**BETWEEN:**

**SYSTEMS & SOFTWARE, INC.**  
 (“S&S”)

- and -

**[Name]**  
 (“Organization”)

### RECITALS

1. The Organization wishes retain S&S to perform the Services (as defined herein).
2. The Organization and S&S agree to enter into four (4) separate agreements each dealing with a separate aspect of the software: a Software License Agreement, a Support and Maintenance Agreement, a Hosting Services Agreement and this Software Implementation Services Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

### ARTICLE I INTERPRETATION

#### 1.1 **Definitions**

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

- (a) **“Agreement”** and similar expressions mean this Software Implementation Services Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to **“Articles”** or **“Sections”** mean and refer to the specified Article or Section of this Agreement except where a different agreement is explicitly identified.
- (b) **“Change Order”** means any written documentation between the Organization and S&S evidencing their agreement to change particular aspects of this Agreement.

- (c) **“Completion of Services”** means that the Software is fully operational and performing in conformity with the specifications set out herein. For purposes of this Agreement, Completion of Services will be deemed to have occurred on the date which the Organization commences using the Software as its predominate business system.
- (d) **“Final Acceptance”** means the date the Software has “gone live” and is in production use and the Customer has provided written Acceptance that the Software is performing in accordance with its published Documentation and the specifications of this Agreement. Within sixty (60) days of the Go Live date, Customer will create a list of defects which must be cured before Final Acceptance is given. Final Acceptance will not be withheld for minor and inconsequential errors or Defects.
- (e) **“Required Programs”** shall mean the additional software programs required for the proper performance of the Software, as detailed in the attached Schedule “L-1” of the Software License Agreement.
- (f) **“Scope of Work”** means the scope of work appended hereto as Schedule “ISA-1” delineating, among other things, the Services that will be provided by S&S to Organization pursuant to this Agreement, as such schedule may be amended or modified by mutual specific written agreement of the parties’ respective representatives from time to time in accordance with the terms of this Agreement.
- (g) **“Services”** has the meaning set out in Section 2.1 hereof.

To the extent that a capitalized word is used in this Agreement, should it not be properly defined in this Agreement then it shall have the meaning attributed to it in the Software License Agreement executed concurrently with this Agreement. Any discrepancy between a defined term in this Agreement and one in the Software License Agreement shall be resolved in favour of the definition in this Agreement, to the extent that there is an inconsistency.

## 1.2 Schedules

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement.

Schedule “ISA-1”	-	Scope of Work
Schedule “ISA-2”	-	Fee Structure & Payment Schedule
Schedule “ISA-3”	-	Sample Form Change Order

In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this Agreement shall control.

## ARTICLE II CONSULTING SERVICES

### 2.1 S&S's Services

In order to achieve the Completion of Services, S&S agrees, subject to the terms and conditions of this Agreement, to perform the following services (the "Services") for the Organization, as detailed in the attached Scope of Work, Schedule "ISA-1":

- (a) Oversee and implement the conversion from the Organization's existing software applications to S&S's Software.
- (b) Install the Software and perform necessary set up and configuration operations.
- (c) Provide training.

- (i) S&S recommends a maximum of ten (10) people in each training class for optimal training. In any training class exceeding ten (10) people, Organization may be assessed an additional charge for additional instructors.

- (ii) Organization is required to make copies of the training manuals required for the training classes either by photocopy or electronic duplication each of which is subject to the restrictions and obligations contained in this Agreement.

- (iii) On-line reference documentation is delivered with each release. Organization may print this documentation solely for its internal use.

- (iv) Cancellation of any on-site Services by Organization is allowed for any reason if done in writing more than fourteen (14) days in advance of such Services. Organization will be billed for any non-recoverable direct costs incurred by S&S that result from a cancellation by Organization with fourteen (14) days or less of scheduled on-site Services. Additionally, Organization hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as S&S's then current schedule permits. S&S is not responsible for any delay in Organization's project resulting from Organization's cancellation of Services. If upon S&S arrival, the Organization is not adequately prepared or has not completed the assigned tasks for such visit by S&S, then the Organization will be billed 100% of the on-site fee and scheduled on-site Services can be cancelled by S&S. If additional Services are required because the Organization was not adequately prepared, S&S will provide a Change Order to the Organization for the additional Services.

- (d) The Scope of Work describes in greater detail the Services, the method by which the Services shall be performed and other obligations on the part of the two parties. To the extent that the Scope of Work more explicitly details the Services or the obligations of a party, then those details shall prevail over any other document that is less explicit. Any warranties or representations on the part of S&S in the Scope

of Work are not binding on S&S and are merely provided for information purposes; the only warranties and representations provided by S&S in respect of the Services and this Agreement are found in Article III.

## 2.2 **Performance by S&S**

- (a) **Manner of Performance** -- S&S shall perform the Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof.
- (b) **S&S's Discretion** -- S&S shall determine in its sole discretion the manner and means by which the Services shall be performed, with due consideration of adequate knowledge transfer to the Organization personnel. S&S will communicate openly with the Organization on its methodology, manner and means.
- (c) **Conduct on Organization's Premises** -- The Services shall be performed with the Organization's full co-operation, on the premises of the Organization or, if agreed to by both parties, at an alternative location. S&S agrees, while working on the Organization's premises, to observe the Organization's rules and policies relating to the security thereof, access to or use of all or part of the Organization's premises and any of the Organization's property, including proprietary or confidential information. S&S agrees that when it is working on the Organization's premises, its personnel shall observe the Organization's administrative and ethics codes relating to the security, access or use of all or part of the Organization's premises and any of the Organization's property, including proprietary or confidential information.
- (d) **Inquiries by Organization** -- S&S shall respond expeditiously to any inquiries pertaining to this Agreement from the Organization.
- (e) **Independence** -- As an independent consultant, Organization retains S&S on an independent contractor basis and not as an employee.
- (f) **Coordination of Services** -- S&S agrees to work closely with Organization staff in the performance of Services and shall be available to Organization's staff, consultants, and other staff at all reasonable times.
- (g) **Maintenance and Inspection** -- S&S shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. S&S shall allow a representative of Organization, during normal business hours, to examine, audit, and make transcripts or copies of such records and any other documents created, pursuant to the Agreement. S&S shall allow inspection of all work, data, documents, proceedings, and activities related to the agreement for a period of two (2) years from the date of final payment under this Agreement unless S&S is required to maintain such records pursuant to any law or regulation.

## 2.3

### Performance by Organization

- (a) Co-operation by Organization -- The Organization acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the Organization and its staff and agrees to act reasonably and co-operate fully with S&S to achieve the Completion of Services.
- (b) Required Programs -- The Organization acknowledges that the use of the Software requires that the Organization obtain and install additional required software programs (the "Required Programs"), as detailed in Schedule "L-1" of the Software License Agreement, and the Organization agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The Organization further acknowledges that the operation of the Software requires the Organization's hardware to be of sufficient quality, condition and repair, and the Organization agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services. If the Organization has not properly installed the Required Programs on hardware of sufficient quality, condition and repair, S&S shall have the right to suspend the Services and the related scheduled time frames until these issues have been dealt with by Organization sufficiently and to S&S's reasonable satisfaction.
- (c) Project Manager -- The Organization shall appoint a project manager (the "Project Manager") who shall work closely with S&S to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the Organization and their co-operation with and participation in such process.
- (d) Additional Organization Obligations
  - (i) Organization shall install all Updates within a reasonable period of time of Organization's notification of their availability. However, any fix or correction designated as "critical" by S&S shall be implemented by Organization within thirty (30) days of notification to the Organization by S&S of its availability.
  - (ii) Organization shall notify S&S of suspected defects in any of the Software supplied by S&S. Organization shall provide, upon S&S request, additional data deemed necessary or desirable by S&S to reproduce the environment in which such defect occurred.
  - (iii) Organization shall allow the use of online diagnostics on the Software supplied by S&S to Organization, if required by S&S during problem diagnosis. Organization shall provide to S&S, at Organization's expense, access to the Designated Computer System via the Organization's firewall to communications software (e.g. PC Anywhere, WebEx, Web Demo).
  - (iv) Organization shall ensure that its personnel are, at relevant stages of the project, educated and trained in the proper use of the Software in accordance

with applicable S&S manuals and instructions. If Organization's personnel are not properly trained as mutually determined by S&S and Organization, Organization agrees that such personnel will be trained by S&S or Organization within fifteen (15) days of determination. If Organization desires S&S to perform the required training then S&S shall be compensated in accordance with this Agreement.

- (v) Organization shall establish proper backup procedures necessary to replace critical Organizational data in the event of loss or damage to such data from any cause. Organization shall provide S&S with access to qualified functional or technical personnel to aid in diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.
- (vi) To the extent the Software is hosted by Organization on-premise, Organization shall have the responsibility for, with the guidance of S&S where applicable:
  - (A) the performance of any tests it deems necessary prior to the use of the Software.
  - (B) assuring proper Designated Computer System installation, configuration, verification, audit controls and operating methods.
  - (C) implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction.
  - (D) timely upgrade and keeping current all third-party license releases and/or software products to meet the requirements of the Software. For the sake of clarity, this does not include the Third Party Software unless expressly stated.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES**

#### **3.1 Warranty**

S&S warrants that the Services will be performed in a professional and diligent manner by personnel who are competent in performing their individual tasks.

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



### **3.2 No Other Warranties**

The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Without limiting the generality of the foregoing, S&S does not represent or warrant and the Organization acknowledges that there are no further representations or warranties, whether express or implied, including any warranties regarding the merchantability of the Services nor for any outcome.

## **ARTICLE IV FEES AND PAYMENTS**

### **4.1 Fees and Payments**

- (a) The Organization agrees to pay S&S total fees as delineated in Schedule “ISA-2”. The fee structure and payment schedule is outlined in the attached Schedule “ISA-2”.
- (b) During the term of this Agreement, S&S shall deliver invoices to Organization. Each invoice delivered to Organization by S&S shall be due and payable upon receipt thereof by Organization.
- (c) The Organization shall reimburse S&S for (1) its reasonable direct travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; (2) a travel time rate of fifty percent (50%) of the individual’s current standard hourly rate; (3) a per diem rate of \$70.00 for week days and a \$125.00 for weekends and statutory holidays that includes all meal, food and telecommunications expenses (no receipts will be provided); (4) a mileage charge based on the current Internal Revenue Service recommended rate per mile; and (5) all other reasonable direct expenses incurred in the performance of S&S's duties including courier services and documentation copying or production. These costs are excluded from the total fees amount described in Section 4.1 (a).
- (d) In the event Organization fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies S&S has under this Agreement or otherwise, S&S shall have the option to suspend or terminate all Services under this Agreement. Suspension or termination of any such Services shall not relieve the Organization of its obligation to pay its outstanding invoices, including any applicable late charges.
- (e) S&S shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax S&S may be required to collect or pay upon the delivery of the Services described in this Agreement shall be paid by Organization and are excluded from a the prices listed in Schedule “ISA-2” and such sums (including the payment of the taxes) shall be due and payable to S&S upon receipt of an invoice. Any taxes levied after delivery of the Services described in this Agreement shall be paid by Organization. The Organization shall

be responsible for the payment of any applicable duties and sales/consumption taxes.

- (f) All invoices should be paid via wire transfer or via check sent to the following address:

SYSTEMS & SOFTWARE, INC.  
62130 Collections Center Drive  
Chicago, IL 60693-0621

## **4.2 Change Orders**

With respect to any proposed changes to the Services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the Organization and of S&S applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute. A sample change order is presented in Schedule "ISA-3".

## **ARTICLE V REMEDIES AND LIABILITY**

### **5.1 Remedies and Liability**

- (a) Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (b) The Organization and S&S recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of S&S arising from this Agreement. The parties agree that in all such circumstances the Organization's remedies and S&S's liabilities will be limited as set forth in Section 6.3 and as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.
- (c) EXCEPT FOR DAMAGES ARISING OUT OF (a) DAMAGE TO TANGIBLE PROPERTY OR (b) INJURY OR DEATH TO PERSONS, BOTH PARTIES AGREE THAT THE AGGREGATE LIABILITY OF S&S TO ORGANIZATION FOR ALL CLAIMS, SUITS, ACTIONS AND PROCEEDINGS HOWSOEVER

ARISING, DIRECTLY OR INDIRECTLY, UNDER OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, INCLUDING THOSE BASED ON BREACH OR RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY SHALL NOT EXCEED, IN THE AGGREGATE, THE FEES PAID BY ORGANIZATION TO S&S PURSUANT TO THE RELEVANT STATEMENT OF WORK.

- (d) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, SPECIAL DAMAGES, AGGRAVATED DAMAGES, LOSS OF REVENUE, LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY EITHER UNDER OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER BASED ON BREACH OF RESCISSION OF CONTRACT, TORT, BREACH OF TRUST, OR BREACH OF FIDUCIARY DUTY EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES.

## **5.2 Intent**

The parties agree that the limitation of liability as set out in Section 5.1 above shall apply under any circumstances (including as a result of a default under this Agreement, a tort related claim or breach of contract). For the purposes of Section 5.1 only, a party relying on the limitation of liability shall be deemed to include that party's shareholders, directors, officers, employees, elected officials and affiliates.

## **5.3 Remedies**

Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the Organization for liabilities of S&S arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

# **ARTICLE VI GENERAL**

## **6.1 Force Majeure**

Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party including, but not limited to, acts of God, acts of war or of the public enemy, riots, fire, flood, or other natural disaster, acts of government, strike, walkout, communication line or power failure, failure in operability or destruction of the Organization's computer (unless by reason of the negligence of a party to this Agreement) or failure or inoperability of any software other than the Software. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay.

## 6.2

### **Confidentiality**

- (a) Duty Owed to the Organization -- S&S acknowledges that it may receive information from the Organization or otherwise in connection with this Agreement or the performance of the Services. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the Organization or through the fault of the Organization, S&S agrees:
- (i) to maintain this information in confidence;
  - (ii) not to use this information other than in the course of this Agreement;
  - (iii) not to disclose or release such information except on a need-to-know only basis;
  - (iv) not to disclose or release such information to any third person without the prior written consent of the Organization, except for authorized employees or agents of S&S; and
  - (v) to take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with S&S, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this Agreement, any material or information, including the information, without first obtaining the written consent of the Organization.

## 6.3

### **Termination**

- (a) Except for those terms that explicitly survive the expiration or termination of this Agreement, this Agreement shall expire upon the Completion of Services. The parties may at any time revive this Agreement so that it may be used in relation to a new Scope of Work.
- (b) If S&S should neglect to perform the Services properly or otherwise fail to comply with the requirements of this Agreement, the Organization must notify S&S in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, S&S must either correct the default at no additional cost to the Organization, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If S&S fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, the Organization may terminate the whole of this Agreement or the part of this Agreement relating to the provision of Services and in such case will be responsible for payment to S&S of only that part of the fee earned by S&S for those Services performed up to the time of communication of such notice of termination to S&S.

- (c) If the Organization should fail to comply with its obligations under this Agreement, S&S must notify the Organization in writing of such default (a “Default Notice”). Upon receipt of a Default Notice, the Organization must correct the default at no additional cost to S&S, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the Organization fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, S&S may terminate the whole of this Agreement and in such case the Organization will be responsible for payment to S&S of only that part of the fee earned by S&S for that part of the Services performed in accordance with this Agreement up to the time of communication of such notice of termination to the Organization.
- (d) The termination of this Agreement prior to the Completion of Services shall result in the concurrent termination of the Support and Maintenance Agreement, Hosting Services Agreement and of the Software License Agreement. The termination or expiration of this Agreement following the Completion of Services shall not affect the rights of either party in either the Support and Maintenance Agreement, Hosting Services Agreement or the Software License Agreement.

#### **6.4 Mediation**

The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

#### **6.5 Addresses for Notice**

All notices, demands, and requests, required to be given under this Implementation Services Agreement by either party to the other shall be in writing and delivered by hand, or by registered or certified mail, postage prepaid, to the respective parties at the following addresses, or to such other address as may be given by a party to the other pursuant hereto:

SYSTEMS & SOFTWARE, INC.  
10 East Allen St, Suite 201  
Winooski, VT 05404

Attention: Executive Vice President  
Telephone: (802) 865-1170

and in the case of the Organization, to:

[Name]  
[Address]  
Attention:  
Telephone:

Notice shall be deemed to have been given upon receipt thereof as to communications that are delivered by hand, or by registered or certified mail, and as to communications made by United States mail, on the third (3rd) day after mailing.

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 6.5.

#### **6.6 Assignment**

Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall enure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

#### **6.7 Reorganizations**

The Organization acknowledges that when a “Reorganization” occurs as that term is defined in the Software License Agreement, the same provisions related thereto shall apply to this Agreement. The application of a Reorganization may result in a change in the fees provided for in these provisions.

#### **6.8 Entire Agreement**

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of S&S by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Organization acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

**6.9**            **Section Headings**

Section and other headings in this Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

**6.10**           **Governing Law**

This Agreement shall be governed by the laws of the State in which Organization is located.

**6.11**           **Trial by Jury**

Organization and S&S hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of S&S in connection therewith or contemplated thereby.

**6.12**           **Invalidity**

The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

**6.13**           **Waiver**

A term or condition of this Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the Agreement or by law despite such forbearance or notice.

**6.14**           **Counterparts**

This Agreement may be executed in counterparts (whether by facsimile or PDF signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

**6.15**           **Survival**

Section 4.1 and Articles V and VI shall survive the termination and/or expiration of this Agreement.

**6.16**           **Competitive Bid**

Organization has conducted a competitive evaluation and has concluded such efforts with this negotiated Agreement (including any addenda hereto); therefore, this Agreement may serve as the basis for similar agreements whereby other entities may contract separately with



S&S. Organization agrees that S&S may disclose all or any portion of this Agreement to any of its current or prospective customers.

**6.17 Further Assurances**

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this Agreement and carry out its provisions.

**IN WITNESS WHEREOF**, the Parties have executed this Software Implementation Services Agreement to be effective as of the date first written above.

**SYSTEMS & SOFTWARE, INC.**

Per: \_\_\_\_\_  
Name:  
Title:

**[NAME]**

Per: \_\_\_\_\_  
Name:  
Title:

**Schedule “ISA-1”**  
**Scope of Work**

*[Under Separate Cover]*

**Schedule “ISA-2”**  
**Fee Structure and Payment Schedule**

The total fees payable under this Software Implementation Services Agreement are **XXXXXXX** which amount is not inclusive of those elements which are specifically excluded as described in the Software Implementation Services Agreement. The fees shall be paid in the following manner as delineated below:

**Schedule "ISA-3"  
Sample Form Change Order**

Change Order Request

<b>Title</b>			
<b>Requested By</b>		<b>Submitted To</b>	
<b>Change Order Request #</b>		<b>Priority</b>	
<b>Requested Date</b>		<b>Response Required Date</b>	
<b>Description of Requested Change</b>			
<b>Justification for Change</b>			
<b>Impact of Not Making the Change</b>			

Change Order Response

<b>Response By</b>		<b>Submitted To</b>	
<b>Response Date</b>			
<b>Proposed Resolution</b>			
<b>Work Effort</b>			

PMO Analysis

<b>Risk / Cost if Approved</b>	
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<b>Risk / Cost if NOT Approved</b>	
<b>Impact to Project Schedule</b>	
<b>Total Cost and Payment Terms</b>	

The above change request has been submitted, assessed and approved by the PMO Team and the Executive Sponsors. Signed Approval of this document indicates the change described may be executed as described.

Signed: \_\_\_\_\_  
Customer Executive Sponsor:

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Customer Project Manager:

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
S&S Executive Sponsor:

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
S&S Project Manager:

Date: \_\_\_\_\_