



**REQUEST FOR PROPOSAL  
FOR  
AN INTEGRATED CIS AND HAULER  
MANAGEMENT SYSTEM  
(CUSP PHASE ONE)**

**RFP  
CSJ-1000**

**MANDATORY PRE-PROPOSAL CONFERENCE  
June 20, 2003  
9:00 AM to 12:00 Noon  
San Jose, California**

**PROPOSAL DUE DATE  
July 31, 2003  
5:00 PM**

**DRAFT**

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## 1 GENERAL TERMS AND CONDITIONS

### 1.1 DESCRIPTION

The City of San Jose is seeking proposals for Phase I of its Integrated Customer Relationship Management, Utility Billing, and Partner Relationship Management System (CUSP). The solution will be used for the garbage and recycling program, which bills 219,000 residential accounts, and its Municipal Water Service program, which bills 25,000 residential and commercial accounts. The City will consider hosted as well as licensed service with maintenance agreement solutions, which meet the requirements set forth in this Request for Proposals (RFP) document. If a licensed solution is chosen, the contractor will be responsible for servers and software as well as recommending modifications to the network if required. Additionally, the RFP is designed so that the proposed costs and functionality for the Recycle Plus CUSP System can be evaluated separately from the Municipal Water System's cost and collectively as a comprehensive integrated Utility Billing and Customer Service system that can also be scaled to bill for other City services. Examples of services the City may evaluate for future inclusion in CUSP include sanitary sewer and storm sewer.

### 1.2 CUSP, PHASE ONE OVERVIEW

This RFP is focused on the billing component of the overall CUSP scope and consists of a Customer Information System to perform the following operations:

**Billing**: Bill calculation for services provided.

**Customer Information**: Data and information regarding all customer accounts; tracking of all interactions between customer and billing system; and ability to create service requests generated by customers and haulers.

**Work Order Management**: Ability to create, and manage to completion work orders created by City staff or haulers. Field resource planning, allocation, and assignment features are NOT included in the scope.

**Partner Performance Monitoring**: Ability to determine and calculate payments for services performed by haulers by district in accordance with contract provisions. This calculation includes charges backs from approved administrative charges derived from the work order module.

The CUSP system shall be an enterprise system that will take advantage of advances made by the City's Information Technology Planning Board (ITPB) in setting standards and leveraging existing databases to create a Unified Customer Database (UCD). The elements of eGovernment, One-Stop Customer Service, and Consolidated Billing are at the center of this solution and will be considered throughout the proposal selection, design, and implementation of this project.

### 1.3 BACKGROUND

Since the beginning of the City's Recycle Plus program in 1991, the City has billed its customers using an in-house billing system (known as *Socrates*) in addition to utilizing numerous MS Access™ databases and MS Excel™ spreadsheets, developed by program staff, for related billing activities. The City has now decided to issue an RFP for a new solution that includes Utility Billing.

New Recycle Plus contracts (effective July 2002) require a Service Contract and Work Order Management solution (PRM) that is tightly integrated with the billing system to monitor hauler

performance, calculate administrative charges, and achieve seamless data transfer with other partners such as landfills.

San Jose residents expect high quality and timely customer service. The need to deliver and improve the efficiency of that service necessitates daily contact between the City's Integrated Waste Management Division and San Jose residents through several channels (i.e., phone, online, walk in). The knowledge and data management needs of these contacts can be addressed by a Customer Relationship Management system, which would provide timely and informed customer response, effective outreach and analysis, and reporting of customer data to support policy development. In addition, the resources required for gathering contact information and research has grown rapidly, mainly because of manual operations at the City's call centers, which lack adequate online customer service and customer self-service. A CRM system would automate numerous call center manual operations. Please refer to Exhibit H for a Strategic Analysis of CUSP.

The City is seeking a solution to provide support for the following critical City utility services:

### **Residential Garbage and Recycling**

San Jose's residential recycling and garbage program (Recycle Plus) serves approximately 284,000 households. 196,000 of these customers live in single-family dwellings (SFDs) and 88,000 are in multi family dwellings (MFDs). Recycle Plus is one of the largest and the most successful recycling programs in the country. New and expanded recycling services began Citywide on July 1, 2002. The services provided by the private hauling companies include:

- Garbage collection and disposal;
- Recyclables collection, processing, and marketing;
- Yard trimmings collection, processing, and marketing;
- Storage and delivery of backyard composting bins;
- Neighborhood Clean-up Services;
- Collection of large items;
- Street sweeping coordinated with yard trimmings pickup.

Three private companies have been awarded exclusive contracts to provide residential garbage and recyclables collection for the residents of San Jose. The City of San Jose is divided into three districts for service to SFDs. One contractor serves MFDs citywide.

Collection services are provided on a weekly basis for SFDs, and scheduled as often as required for MFDs. For SFDs fully automated side-loading trucks collect garbage in wheeled carts provided by the City. All recyclables will be collected fully co-mingled in wheeled carts with a fully automated truck. In addition, there will be weekly collections from the curb of used motor oil and filters. MFD garbage is collected by front-end loaders using dumpsters ranging in size from 1 to 8 cubic yards at a frequency set by the customer. MFDs recycle the same materials as SFDs except for used motor oil and filters, which are provided only to requesting MFDs. Yard trimming is collected loose on the street and/or in carts provided by City similar to rest of the SFD program. Street Sweeping is provided once a month the day after yard trimming is collected according to predetermined routes.

More information on the Residential System can be found at: <http://www.recycleplus.org/>

## Municipal Water System

The San Jose Municipal Water System (MWS) is owned and operated by the City of San Jose. It is managed as an enterprise and is entirely self-supporting. It was created in 1961, when the City of San Jose purchased the Evergreen Water Company, to ensure that the rapidly growing Evergreen Community of San Jose would have a reliable source of water. Over the past 35 years, the MWS has effectively planned for and built the facilities necessary to provide customers with an adequate and safe water supply. Thirty-four employees work in the areas of Engineering, Operations and Maintenance, and Customer Billing to provide high quality water services. The MWS now serves four different areas in the City of San Jose: North San Jose/Alviso, Evergreen, Edenvale and Coyote. This area serves 25,000 customers - 10% of the City's population.

### 1.4 **INVITATION TO SUBMIT A PROPOSAL**

A proposal shall be submitted no later than 5:00 PM PT on **Thursday, July 31, 2003** to:

Mark Giovannetti  
Purchasing Manager, General Services  
City of San Jose  
1661 Senter Road, 2<sup>nd</sup> Floor  
San José, CA 95112  
FAX: (408) 971-3988

Proposals shall be submitted in a format in accordance with the specifications found in Section 1.8 - Instructions to Proposers.

Any proposal received after the due date and time cannot be accepted and will be rejected and returned to the Proposer unopened. Therefore, the envelope/package must also have a return address on the outside.

#### **The City will not accept a proposal if:**

1. Proposal is submitted after 5:00 pm PT on **July 31, 2003**.
2. Any of the RFP forms are left blank or are materially altered.
3. Any document or item necessary to the proposal is incomplete, improperly executed, indefinite, ambiguous, or is missing.
4. Additionally, factors such as, but not limited to, the following may also disqualify a Proposer without further consideration:
  - Evidence of collusion among Proposers;
  - Any attempt to improperly influence any member of the Evaluation Panel;
  - A Proposer's default under any type of agreement that resulted in the termination of that agreement; or
  - Existence of any unresolved litigation between Proposer and the City.
5. Potential Proposer or their wholly-owned subsidiaries has a current residential garbage and recycling collection contract or a Commercial Solid Waste Franchise agreement with the City.

## 1.5 CONSEQUENCE OF SUBMISSION OF PROPOSAL

The RFP does not commit the City to pay any costs incurred in the submission of a proposal or in making any necessary studies or designs for the preparation thereof, nor the purchase or contract for the services.

After acceptance of the successful proposal by the City, the City and the successful Proposer shall be obligated to enter into an agreement consistent with the proposal submitted.

Should the successful Proposer fail to execute the agreement, the City shall have the right to seek legal remedies against the Proposer, including damages and shall have the right to award to the next responsive Proposer.

Statistical information contained in this RFP is for informational purposes only. The City shall not be responsible for the complete accuracy of said data.

## 1.6 ACCEPTANCE OR REJECTION OF PROPOSAL

Agreement(s) shall be awarded to the Proposer whose proposal most closely satisfies the needs of the City and is deemed to be most advantageous to the City. The City reserves the right to accept or reject any item or group(s) of items of a proposal. The City also reserves the right to waive any minor informality or irregularity in any proposal. Additionally, the City may, for any reason, decide not to execute an Agreement as a result of this RFP. Execution of agreement(s) is subject to approval of the San Jose City Council.

## 1.7 USE OF SUBCONTRACTORS

Various companies may wish to combine resources in responding to the RFP. In such instances, the City requires the designation of a prime Contractor, accountable for the entire turnkey system proposal including the contract that may result from there.

Proposers should discuss the work any Subcontractors are to perform and provide references for previous projects where the Proposer/Subcontractor relationship was the same as proposed for this project.

## 1.8 INSTRUCTIONS TO PROPOSERS

These instructions serve as the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. No limitation on the content of the proposal is intended in these instructions, and inclusion of any pertinent data or information is permitted.

A proposal and all attachments shall be in English and complete and free of ambiguities, alterations, and erasures. The proposal shall be executed by a duly authorized officer or agent of Proposer. In the event of conflict between words and numerals, the words shall prevail.

One (1) unbound original and six (6) copies of the Technical Proposal and one copy of the Cost Proposal shall be submitted. Proposals are to be typed and prepared on both sides of 8-1/2" x 11" recycled paper (minimum of 20% post consumer waste). All copies of the Technical Proposal shall be firmly sealed in an envelope or package, clearly marked "Technical Proposal for CUSP". In addition to hard copies, the Technical Proposal shall be submitted in electronic file on CD-ROM in Adobe Acrobat (.pdf) format and/or MS Word/MS Excel format. **The Cost Proposal shall be firmly sealed in a separate envelope or package, clearly marked "Cost Proposal for CUSP".**

The following are required components of the proposal; incomplete proposals will be deemed non-responsive:

1. Attachment A: Proposal Form: Completed and signed
2. Attachment B: Proposer's Questionnaire: Complete and fully executed
3. Financial Information in Section 1.14
4. Detailed Management Plan
  - a. Include a description of organizational structure of the company.
  - b. Describe the use of subcontractors, if any, in order to provide the required services. Include the relevant qualifications and experience of said contractors.
  - c. Describe the Staffing plan the Proposer intends to employ in order to provide the required services. Include any relevant qualifications and experience of staff that will be used to provide the services with a project organizational chart.
  - d. Outline background, past experience and organizational qualifications that enable Proposer to provide the required services.
  - e. Discuss resource risk management plan and capability.
  - f. Any innovative management methods to increase effectiveness of the operation should be described, as well as their projected value to the overall operation.
5. Attachment C: Functional Requirements Response Form
6. Technical approach for providing all the services included in this RFP, ensuring adherence to all the requirements in Section 3.
7. Project Timeline describing key milestones and estimated completion dates. Timeline should include the milestones noted in Exhibit E as phases and sub-projects, accompanied by intermediate milestones and deliverables.
8. Additional information: Any other relevant information that supports the proposal.
- 9. Cost Proposal: shall consist of the completed Cost Proposal Form in Attachment D and submitted separately from the Technical Proposal in a sealed envelope.**

## **1.9 PROPOSER CONTACT**

Proposer shall provide the name, address, telephone, fax number and e-mail address of at least two individuals in their organization to whom notices and inquiries by the City should be directed as part of this proposal (See Attachment A: Proposer Form). One contact shall be the principal point of contact.

## **1.10 RFP TIMELINE**

Issue Request for Proposal	6/5/03
Due Date for Proposer to submit	6/13/03
Questions for City to address at Pre-Proposal Conference	
Pre-Proposal Conference (Required)	6/20/03
Final Due Date for Requests for Clarification	6/26/03
Responses/Addendum Available	7/10/03
Due Date for Proposals	7/31/03

Finalists Selected	8/13/03
Finalist Presentations/Interviews/Testing	week of 8/25/03
Final Proposer Selection	9/8/03
Contract Signed by Proposer	11/10/03
Recommend Contractor to City Council (with completed, signed agreement)	12/2/03
Commence Work	12/9/02

Please see Exhibit C for a more detailed list of the RFP process milestones and dates.

### **1.11 INQUIRIES AND/OR CLARIFICATIONS**

Any requests for clarification of the RFP shall be made IN WRITING no later than **June 26, 2003 at 5:00 PM PT** and delivered to:

Mark Giovannetti  
Purchasing Manager, General Services  
City of San Jose  
1661 Senter Road, 2<sup>nd</sup> Floor  
San Jose, CA 95112  
FAX: (408) 971-3988

Proposers are encouraged to submit requests for clarification by **June 13, 2003** for inclusion in the pre-proposal conference. Any City response to a request for clarification by a proposer will be made in the form of an addendum and will become part of the RFP. Responses to requests for clarification may also be provided during the pre-proposal conference (See Section 1.12). Any addendum issued will be made available on City of San Jose's Bid Line at <http://www.ci.san-jose.ca.us/purch/purch.htm> no less than 7 business days prior to the due date for receipt of the proposal. Email notifications will be sent to all proposers on the day the addendum is posted. The Proposer should await responses to inquiries prior to submitting a proposal.

### **1.12 PRE-PROPOSAL CONFERENCE**

A mandatory pre-proposal conference has been scheduled for:

June 20, 2003  
9:00 to 12:00 Noon  
San Jose City Hall, City Council Chambers  
801 North First Street, Second Floor  
San Jose, CA 95110

The purpose of this conference is to review the RFP, provide clarification, and respond to questions.

All potential Proposers are required to attend this conference. Failure of Proposer to attend this conference will result in rejection of Proposer's proposal(s) without further consideration. Oral responses given at the conference are not binding to the City. Only responses and clarification issued via a written addendum shall be binding to the City.

**1.13 PROPOSAL EVALUATION**

Proposals will be evaluated in a three-tiered process. For Phase 1, proposals will be screened to ensure that they meet the minimum requirements in Section 1.13.1. Proposals that do not meet the minimum requirements shall be deemed non-responsive and will not be considered.

The Evaluation Panel will consist of City technical, executive, and operational personnel, and may include an outside consultant with expertise in CIS products. In addition, the City may include managers from other public agencies that have implemented similar solutions in recent years. Different members of this panel will be involved in each phase of the evaluation.

**1.13.1 PHASE 1: MINIMUM REQUIREMENTS REVIEW**

1. Proposer adheres to City hardware and software standards as described in section 3.6. In cases when products other than City standards are proposed; a business case supporting the choice is required.
2. Proposer must identify a dedicated project manager and an engagement manager who are regular employees working for the Proposer at the time the proposal is made, and are authorized to make decisions on project related issues.
3. Proposers are required to provide three recent reference contacts from existing or previous accounts. These should be of similar size and complexity to the City of San Jose. Joint ventures should provide similar references for each venture partner. The Proposer must include the following information for each reference provided:
  - Agency name
  - Population served
  - Agencies served
  - Contact name
  - Contact address
  - Contact phone
  - Contact E-mail address
  - Products installed
  - Brief narrative description of the project
  - Narrative descriptions should do more than list a name, location, project title, and dollar amount.

The City will utilize these references to validate the Proposer's past performance and delivery capabilities in Phase 2 of the evaluation process.

4. Proposal must meet all the requirements in Section 3: Specifications and Requirements, beginning on page A-16.

**1.13.2 PHASE 2: PROPOSAL REVIEW/ FINALIST SELECTION**

The proposals (technical and cost) that meet the Minimum Qualifications will undergo a detailed reviewed by the City's Evaluation Panel. Only those proposals receiving the highest ranking from the Evaluation Committee will continue to the final phase of the evaluation as finalists.

The evaluation of the proposals will be based on the following criteria (Not necessarily weighed in this order):

- 1) Quality of the proposed solution, services, and equipment
- 2) Proposer financial standing and history
- 3) Cost to the City
- 4) Customer reference and implementation history
- 5) Project management approach and methodology
- 6) Project risk assessment and management plan
- 7) Project quality control
- 8) Documentation and training approach
- 9) Location of the Contractor in relation to the work required
- 10) Capability and Utility Billing Domain experience of the contractor
- 11) Capacity of the Contractor to perform the service
- 12) Past service record of the Contractor (Service record will be validated by utilizing references provided in phase 1 of the evaluation process.)
- 13) Contractor Status as a Local Business Enterprise (LBE)

It is the Proposer's responsibility in the Technical Proposal to adequately show capabilities in each of the major project areas/disciplines.:

- Prime contractor and multi-contractor experience
- Local government experience
- Project management experience
- Quality assurance capabilities
- Systems integration experience
- Technical design capabilities

### **1.13.3 PHASE 3: FINAL SELECTION**

The highest scoring proposals from the written evaluation will be invited as finalists to make an oral presentation and participate in an interview regarding specific areas of their proposals. Proposers will be notified their selection as finalists no later than **August 13, 2003**. Demonstrations and interviews will be held during the week of **August 25, 2003**.

Oral presentations will include presentation by the Proposer, an interview by the City's review panel, and a demonstration of software. The project manager identified in the proposal must be a lead presenter in the oral presentation. Functional due-diligence will take place by the City's user groups, functional experts, and evaluation consultants at a City facility. The City will provide a script to the Proposers for their demonstrations with the notification of participating as a finalist. The proposer shall provide hardware and a representative to help navigate the functional due-diligence process.

The City will select a proposal based on a review of the following from the finalists:

1. Oral presentation/Interview/Product Demonstration
2. Customer reference check
3. Technical due-diligence (See Exhibit F)

4. Functional due-diligence
5. ROI and cost analysis

#### **1.14 PROPOSER FINANCIAL PROFILE**

The Proposer shall provide the following supplemental financial information in addition to what is requested in Attachment B, Proposer's Questionnaire:

- Company Information for current fiscal year:
- Assets
- Net income after taxes
- Audited Financial Statements for two previous fiscal years, including additional information as noted below:
  - Percent of total income attributable to the system proposed
  - Percent of total income dedicated to the research and development of system proposed

#### **1.15 INSURANCE REQUIREMENTS**

As part of the final agreement, the selected Contractor will agree to have and maintain the policies set forth in Exhibit A: Insurance Requirements. All policies, endorsements, certificates, and/or binders shall be subject to approval by the Risk Manager of the City of San Jose as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. The selected Contractor will be required to provide City with a copy of said policies, certificates and/or endorsements before work commences under the agreement.

#### **1.16 EXEMPLAR AGREEMENT**

Upon conclusion of the RFP process, the City will select a proposer to enter into an Agreement to perform all or part of the proposal. The Agreement stipulates that the Proposer shall adhere to their proposal and will act in accordance with all applicable laws and regulations. In addition, the Agreement delineates how the City will act in response to non-performance by the Contractor. Contractor compensation shall be based on performance. Per Agreement, Contractor deliverables are incorporated into every phase of CUSP implementation and must be met in order for the Contractor to receive compensation.

The Exemplar Agreement (Exhibit B) contains the City's terms and conditions that will be included in the agreement between the City and successful Proposer. This Agreement contains two Scope of Services options for both the Licensed and Hosted solution proposal options.

#### **1.17 LOCAL BUSINESS ENTERPRISE**

It is the policy of the City of San José to encourage business activity in San José. Effective July 1, 1993, the City adopted Resolution 64649, which established a Local Preference Policy for the procurement of supplies, materials, equipment and general services.

Evidence of a legitimate business presence in San José shall include:

- a. Having a current San José business license; and
- b. Having either of the following types of offices operating legally within the City of San Jose:
  - i. the contractor's principal business office; or
  - ii. the contractor's regional, branch or satellite office with at least one full time employee located in San Jose.

In determining the most advantageous proposal or most advantageous price quotation, consideration of performance and price shall take precedence over status as a Local Business Enterprise. See Question 16 of Proposer's Questionnaire for claiming status as a San Jose based vendor.

If you fail to submit the proper information with your proposal you will be denied consideration for local preference. The information cannot be submitted later.

### **1.18 PUBLIC RECORD: PROPOSALS BECOME PROPERTY OF CITY**

Responses to this RFP become the exclusive property of the City. At such time as the Environmental Services Department recommends a proposer to the City Council, all proposals received in response to this RFP become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary," shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of San José may not be in a position to establish that the information that a proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary", the City will provide the proposer who submitted the information with reasonable notice to allow the proposer to seek protection from disclosure by a court of competent jurisdiction.

### **1.19 NON-DISCRIMINATION/PREFERENTIAL TREATMENT**

The successful proposer shall fully comply with Chapter 4.08 of the San José Municipal Code and shall not discriminate against or grant preferential treatment to any subconsultant on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin in the Performance of City of San José contracts. Any proposer who so discriminates or gives preferences shall be deemed not to be a responsible proposer in accordance with City of San José Charter Section 1217.

#### **Minority Business Enterprise and Women Business Enterprise (MBE/WBE) Participation**

The City of San Jose encourages prime Proposers to consider utilization of subcontractors and to provide MBE/WBE subcontractors with a full and fair opportunity to submit proposals to participate on this contract. Prime Proposers are encouraged to submit proposals on this contract. Prime Proposers are encouraged to use the "suggested voluntary outreach efforts.

#### **Suggested Voluntary Outreach Efforts**

Outreach efforts are voluntary outreach efforts made by the prime Proposer to obtain MBE/WBE participation on the contract. The following list of examples of outreach efforts is not exclusive or exhaustive. Other outreach efforts may also be effective.

1. Identify appropriate subcontractor opportunities.
2. Send written solicitations to all potential contractors including certified MBW/WBEs licensed or reputed to be qualified to provide the identified service before interviews or proposal are due

regarding the proposal and providing information about the requirements for the project and for the identified service.

3. Follow-up on initial solicitations to all potential consultants including interested minority and women-owned businesses to determine interest.

**Certification of Minority or Women Business Enterprises**

In order to accurately determine the level of MBE/WBE participation on a City contract, the City requires MBE/WBEs to be certified.

Businesses without an MBE/WBE certification who may qualify as a minority or women-owned business are invited and encouraged to apply for certification from CalTrans or the Santa Clara Valley Transportation Authority. Certification application may be obtained by contacting CalTrans at 916-227-9599 or the Santa Clara Valley Transportation Authority at 408-321-5571.

Neither the level of MBE/WBE participation in the Proposal nor the proposer's outreach efforts to include MBE/WBE in their proposal will be considered by the City of San José in the ranking of the proposals.

**1.20 CITY BUSINESS TAX**

Successful Proposer(s) shall have to pay a City Business Tax at time of contract award. Contact Finance/Treasury at (408) 277-5051 to determine costs.

## 2 CURRENT ENVIRONMENT

### 2.1 OPERATIONS AND BUSINESS UNITS

The CUSP system must manage the following existing City of San Jose key business areas:

- **Account Maintenance** - Responsible for preparation of cycles for billing, account adjustments, delinquency processing, and third tier billing questions that Customer Service Representatives are unable to resolve.
- **Accounting Services** – Activities include processing non-sufficient funds checks, process write-offs, reconcile automatic deposit prepared by a third party, process daily deposits, monthly accounts receivable reconciliation, monthly delinquent receivable reconciliation, and monthly cash account reconciliation.
- **Integrated Waste Management Programs** – The City of San Jose has three main programs related to its waste management: Residential, Civic, and Commercial. Each program has its unique type of contracts and administration responsibilities to assure quality services and to promote diversion. The residential contracts were designed to deliver high quality service in a timely manner. To verify compliance, haulers are required to submit reports and data on a regular basis. In order to accomplish this task, contracts were signed that obligates the City to offer haulers a Service Request module and hence integration with these partners. This RFP does include a requirement for partner portals that can be satisfied by user level security and Internet capabilities. The Civic program includes managing the City landfill contract. The coordination of data between the landfill reports and the residential hauler reports are necessary to verify landfill payments and hauler contractual requirements. The Civic program also manages contracts for collection of civic recycling and disposal. The Commercial program includes managing the Franchise Hauler agreements in a competitive environment. The Franchisees will be submitting their monthly reports via Internet once this system is in place. The data from all sources are combined, verified, and totaled for annual submission to the California Integrated Waste Management Board to show the City is maintaining State diversion goals.
- **Department of Transportation** – This department provides inspection of street sweeping and coordinates routes with the haulers to provide effective and efficient services. Staff coordinates with hauler contract managers for monitoring hauler compliance and follow-up on customer calls.
- **Customer Service** – The Recycle Plus and Municipal Water call centers employ 20 full time CSRs who are responsible for answering customer questions and requests concerning both billing and service issues. Additionally, residents can contact the main call center at the 277-4000 number for information only.
- **Outreach** – Program related messages and educational materials are developed by Environmental Services Department (ESD)'s staff and sent out to customers along with utility bills.
- **Municipal Water System** – Residents of San Jose are served by a number of private water companies and San Jose Municipal Water System, which has 25,000 customers. While the operations at the Municipal Water have been independent of Recycle Plus, the consolidation of their customer service and billing is expected to be greatly beneficial to the city.

## 2.2 CURRENT HARDWARE AND SOFTWARE ENVIRONMENT

The network infrastructure, as depicted in Figure 1, is already in place. The contractor will be responsible for servers and software as well as recommending modifications to the network as required. The hardware and software must utilize City standards identified in section 3.6.

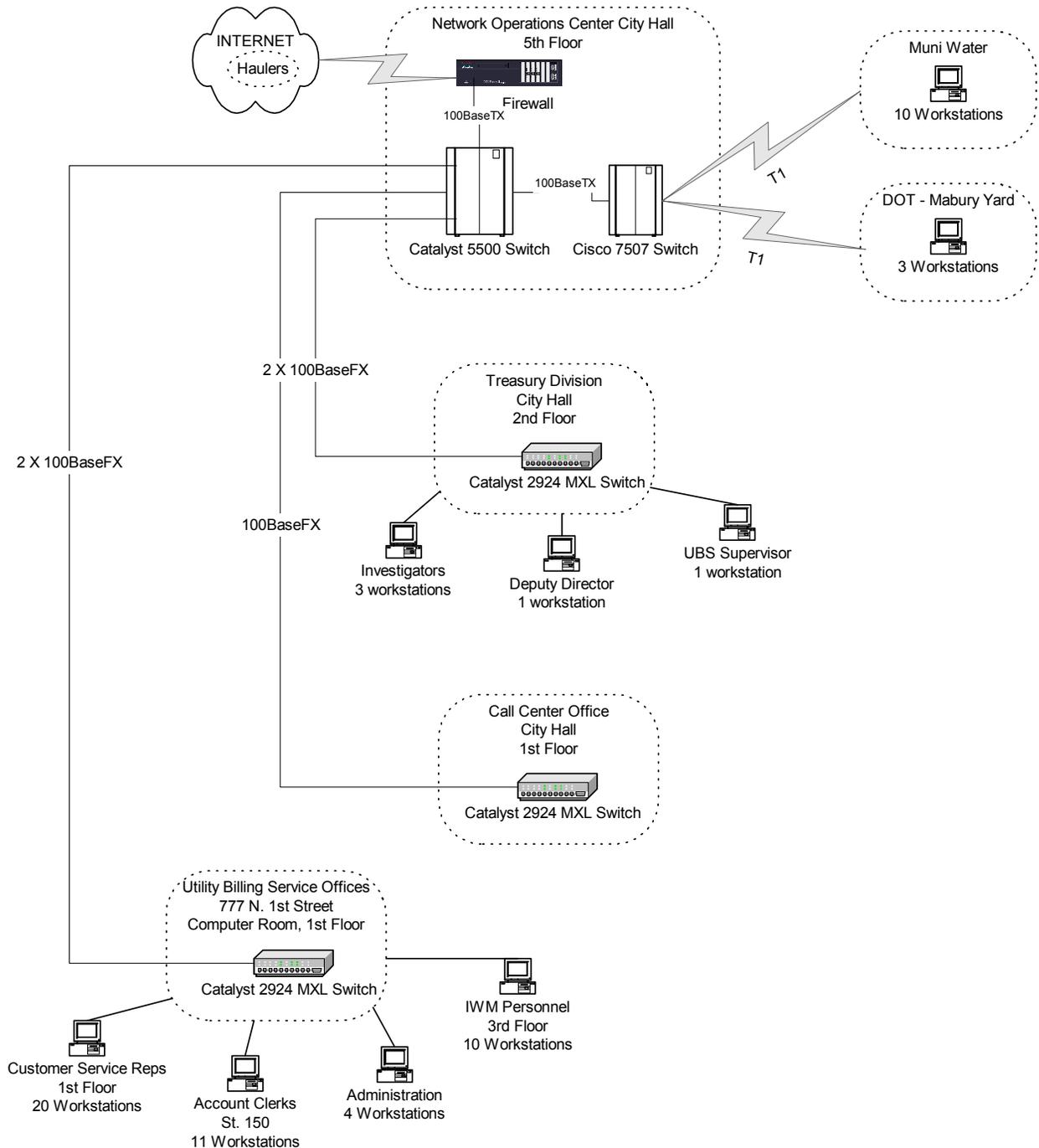


Figure 1: Current Infrastructure (High Level Diagram)

### 2.1.1 USER CLASSES AND CHARACTERISTIC ACTIVITIES

The following basic user classifications will be included in the first phase of CUSP. Table 1 identifies existing desktop configurations and Table 2 indicates the number of users.

<i>Configuration #</i>	<i>CPU</i>	<i>Hard Drive</i>	<i>RAM</i>	<i>Operating System</i>
<b>Config #1</b>	P 4 (1.0-2.5 GH)	Hd>20 GB	128+	Windows 2000
<b>Config #2</b>	1.0-1.2 G	17-20 GB	256+	Windows 2000
<b>Config #3</b>	500 MHZ	8-10 GB	96+	Windows NT 4
<b>Config #4</b>	400-450 MHZ	6 GB	64	Windows NT
<b>Config #5</b>	333 MHZ	8-10 GB	128	Windows NT 4

<i>User Class</i>	<i>Characteristic Activities</i>	<i>Estimated # of Users</i>	<i>Existing Hardware Configuration</i>
Customer Service Representative	Handle Customer Calls View Account Information Document Calls Initiate Work orders View Work order Status Reply to Online Inquiries	20	10 – Configuration #5 10 – Configuration #3
Customer Service Supervisor	Assign Tasks Generate Reports Approval Escalations (Phone & Online) View Account Information	3	2-Configuration #3 1-Configuration #5
Customer Service Manager	Oversee Workload Generate Statistical Call Reports Analyze Call Data Approval Order Site Audits	2	1-Configuration #3 1-Configuration #1
Hauler Contract Managers	Generate Hauler Payments Review, waive, approve Administrative Charges Monitor Hauler Performance Third tier customer service response	10	2-Configuration #5 8-Configuration #3

<b>Table 2: CUSP – Number of Users</b>			
<b>User Class</b>	<b>Characteristic Activities</b>	<b>Estimated # of Users</b>	<b>Existing Hardware Configuration</b>
	Initiate, update work orders Generate Reports View administrative charges		
City Partners - Haulers	Initiate, Update and Close Work orders Update Route Information Generate Reports	3	Configuration Not Available At This Time Access will be through Internet Portal)
Finance Staff and Management	Post Payments Generate Reports Add and Edit Records Billing and Payment Adjustments Financial Work Orders Account Maintenance Process Various Reports/Ad Hoc	17	2-Configuration #3 15-Configuration #1
Finance Investigator Collector	View Account Information Generate Reports	3	3-Configuration #4
System Administration	Backup and Recovery Database Administration Security Support	4	
Cashier	View Account Information Process Payment Annotate Account Generate Customer Receipt	3	3-Configuration #5
Dept of Transportation	Handle customer calls regarding Street Sweeping Initiate, update work orders for street sweeping View administrative charges	3	Configuration Not Available

### 3 SPECIFICATIONS & REQUIREMENTS

Proposers shall respond to each item listed in Section 3 with a description of how stated requirement will be met. The response should include a clear, unequivocal explanation. Proposers must identify which items will require modifications to their base software and, as appropriate, suggest alternative solutions concerning each requirement.

**NOTE:** Where the word “shall” or “required” appears, proposers may not take an exception.

**NOTE:** Where the term "Contractor" is used, the description denotes the responsibilities of the selected Proposer, once an agreement is completed. Where the term "Proposer" is used, the description denotes expectations of the respondents to this RFP as part of their proposal.

#### 3.1 PROJECT MANAGEMENT

- The City is responsible for the management of the overall project. Detail Requirements Gathering, Implementation, and Deployment are sub-projects in which the Contractor is a major contributor thus written progress reports to City’s project manager will be required.
- Contractor’s project manager shall report to the City’s project manager.
- Contractor shall provide a secure website (including the actual project file) in order to combine project management efforts.
- Contractor shall provide representation in the following CUSP project implementation teams:
  1. Risk Management
  2. Core Design
  3. Quality Control
  4. Change Control

In addition, Contractor Project Manager and/or the Engagement Manager shall attend CUSP Steering Committee or the Budget team meetings on an as needed basis as determined by the City.

- Contractor shall submit a project plan, processes for tracking project status, and an initial project schedule.
- City shall provide working space and network connection for contractor’s on-site project members including the Project Manager.
- Contractor’s Project Manager and other on-site resources shall participate in weekly project progress meetings
- Contractor will develop a project plan based on the proposed methodology and CUSP Project Methodology Sub-projects (see Exhibit E)

#### 3.2 FUNCTIONAL REQUIREMENTS

Since the City is seeking an off the shelf solution with minimum customization and since some of the current procedures are due to change with a new system, this RFP focuses on features required to accomplish business objectives rather than detail processes. The following sections identify required high-level functionality and detail features.

##### 3.2.1 HIGH-LEVEL FUNCTIONALITY

The following table includes the very high-level functionality that is required in this first phase of CUSP. Any incremental cost for functionality designated “Optional” shall be specified in the proposer’s “Cost Analysis Package”.

High-Level Function	Include in Phase One	Description
User Level Security	Yes	Ability to give different levels of access and authority to City Employees and allow haulers and landfill staff to create service requests and send data to the City.
Bill Calculation	Yes	Features needed for calculating an itemized bill for multiple services in one location, group and master bills for multi-family dwellings as well as mobile home parks.
FMS Integration	Yes	Upload of financial data from CUSP to City's financial system (Cayenta).
Delinquent Processing	Yes	Delinquency-processing that can be configured to administrate the City's Lien or Collection process.
Cashiering	Optional	Cashiering module that is integrated with Billing.
Bill Printing and mailing	Optional	Hardware and Software
Remittance Processing	Optional	Hardware and Software
Audit Trail / History	Yes	Ability to track individual transactions within the system and use historic data for Customer inquiries and analysis or program success.
Phone Customer Service	Yes	Features needed for call tracking, customer information, history, and knowledge management.
Customer Service Knowledgebase	Optional	Create a knowledgebase of answers to questions to avoid researching the same question multiple times.
Call Center Management Tools (Performance Analysis)	Optional	Specialized reports to allow supervisors and managers of call center operations to identify inefficiencies in their operations.
Online Customer Self Help	Yes	Online information through a self-managing site (FAQ, help, info, etc.)
Online Customer Self Service	Yes	Allow customers to create Service Requests and change their service type or level.
IVR	Optional	Interactive Voice Response capabilities to allow phone to be used for Customer Self Service & Caller ID recognition.
Online Customer Login	Yes	Authentication using Username and Password. The City will have a uniform way for its customers to be authenticated. Once customers are past that stage the CUSP system takes over.
Online Billing (presentment and payment) & ACH	Yes	Present users with a bill and accept payment using credit card or automatic payment. City of San Jose will be able to offer its residents total flexibility as far as method of payment.
Reports	Yes	Standard industry reports and ability to create reports in Crystal Reports. Hauler and landfill data will also need to be analyzed using reports.
Ad-hoc Query (Search)	Yes	Screens that allow non-technical users the ability to create simple queries and retrieve lists of information.

High-Level Function	Include in Phase One	Description
Hauler Data Integration	Yes	Interface with haulers to allow: payment calculation (loads, routes, etc.) and analysis for outreach campaigns.
Landfill Data Integration	Yes	Interface with landfill operators to collect truck and tonnage data needed for: reconciliation with hauler reports to determine payments to haulers; measure IWM program's success (tonnage); and analysis for outreach campaigns.
Online Hauler Invoicing & Payment	Optional	Eliminate paperwork and manual presentment of hauler payment invoice
Contract Management Calculations	Yes	Reports used to identify service lapses through the Work Order Management data and calculate administrative charges
Limited Inventory & Asset Management	Yes	Tracking garbage and recycling bins, cans, and water meters location and condition is a major issue for City staff.
Work Order Management	Yes	Creating and tracking work orders by customers, users, and haulers. This functionality will not include a resource planning capability.
GIS Integration	Yes	The capability to utilize GIS maps and location based attributes in order to: calculate street sweeping payments (curb miles); identify dump sites for yard waste; provide on-screen maps for Customer Service Representatives to expedite the creation of accurate Service Requests and information inquiries from customers.
Training Tools	Yes	Tutorials and Help
Hauler & Landfill Portals	Yes	Allow partners limited, secure access to the system over the Internet (create work orders, upload tonnage and route data, etc.)
Outreach Functions	Yes	Ability to select a group of customers to be targeted through their paper bill or online bill for ESD outreach material.

**3.2.2 DETAILED FEATURE LIST**

Refer to Attachment C (Functional Requirements Response Form) for functional requirements and instructions for responding. For each requirement listed, Proposer shall use the Response Index provided to indicate how each requirement will be met.

Under a section titled 'San Jose Municipal Water', additional features are listed. These features are necessary in order to use the same system for both services (Recycle Plus and Municipal Water). The goal is to ascertain the incremental cost of configuring CUSP for 25,000 water customers (not all 284,000 Recycle Plus customers use the Municipal Water System).

**3.2.3 REPORTING REQUIREMENTS**

Refer to Attachment C (Functional Requirements Response Form) for a list of required reports and instructions for responding. For each report listed, Proposer shall use the Response Index provided to indicate whether the report exists in the base, cost and effort required to create any that are not part of the base product.

### **3.3 RELIABILITY AND AVAILABILITY**

Application shall be available for use at all times except during periods of scheduled maintenance.

#### **3.3.1 PERFORMANCE**

- Complete updates within 1 second after data entry with 45 concurrent users
- Complete queries of up to 500 records within 3 seconds
- Ability for concurrent users to run queries
- Ability to generate 500 transactions per hour with a sustain load requirement for 45 users.
- Ability to move between screens within 1 second

### **3.4 SYSTEM IMPLEMENTATION**

Contractor will work directly with the City's Project Manager to implement CUSP.

#### **3.4.1 SYSTEM IMPLEMENTATION PLAN**

Contractor shall be required to provide a detailed System Implementation Plan that will be approved by the City. This implementation plan shall include all project phases including:

- hardware/software installation (license model only)
- testing
- training
- final cut over
- system acceptance.

#### **3.4.2 POST IMPLEMENTATION SUPPORT**

Contractor shall provide 120 days post implementation, on-site warranty support.

### **3.5 SYSTEM TESTING**

Contractor shall develop detailed test plan for every phase of the project. City Project Team shall verify the content of the test and conduct the testing. The following tests must be included in testing process. All customizations must be approved by the City in a test environment prior to moving to production environment.

- Functionality test
- Performance test
- Database test
- Customization code test
- Data migration test
- Regression test

### **3.6 TECHNICAL SYSTEM REQUIREMENTS**

- Hardware and software shall comply with the following City of San Jose Standards:
  - **Desktop Configuration** (Refer to Table in section 2.1.1 for existing desktop configurations)
    - Dell Opti-plex
    - Windows 2000 Operating System
    - Internet Explorer 5.5 browser

- **Databases (CUSP will be an enterprise application)**
    - Enterprise – Oracle
    - Client – Microsoft Access 2000
  
  - **Server**
    - Operating System
      - UNIX – Solaris
      - Windows – Windows 2000
      - Hardened – All servers must be hardened
    - Hardware – Will be determined through RFP process
    - Backup
      - Hardware – LTO
      - Software - Veritas
  
  - **Local Area Network**
    - Media
      - Copper wire, cat 5e
      - Multi-mode (62.5/125) single mode
    - Bandwidth
      - Switched 100 to desktop
      - Gigabit on the backbone
    - Quality of Service – Non-propriety (802.x)
    - Management Tools – SNMP capable
    - Switches – Must be to IEEE standards – Cisco @ this time
    - Routers - Must be to IEEE standards – Cisco @ this time
    - Firewall – Cisco
    - Virtual Private Network - Cisco
    - Protocols – IP
  
  - **Wide Area Network**
    - Routers - Must be to IEEE standards – Cisco @ this time
    - Connectivity Link – T1 or greater
  
  - **Remote Access**
    - Wired Access
      - Dial-up, non-encrypted. Must go through centralized authentication
      - VPN – Cisco-based solution
    - Wireless Access Points – To be determined
  
  - **Enterprise Systems and Integration**
    - Office automation suite – Microsoft Office 2000
    - E-mail – Exchange 5.5
    - Imaging – Filenet
    - Project Management – Microsoft Project 2000
    - Development Design Tools – Oracle Forms, Visual Basic
    - Document Management – Filenet
    - Report Writer – Crystal Reports (Enterprise Edition)
- The application shall have the ability to integrate with external databases

- The application shall have Internet access capability.
- The application shall interface with various systems as described in Section 3.5.1
- The system shall meet performance standards as identified in Section 3.3.1.

### **3.6.1 SYSTEM INTERFACES**

- City's Financial Management System (Cayenta)
- Hauler
  - Receive By Route report data transmitted daily from haulers systems to CUSP
  - On-line invoice generation (optional)
  - Daily updates (two-way) of work order data between CUSP and haulers systems
  - Monthly import of Neighborhood Cleanup Activity and Garbage Bag Stickers data.
- Landfill
  - Daily updates of truck transaction data
- GIS
- Bank Automatic Payment Services
- Integration with the City's E-Government Infrastructure
  - Online user authentication
  - Online credit card payments
  - Online credit card payment processing
- Hand held meter reading devices - ITRON V5.5 and Badger Trace (for Municipal Water only)

### **3.6.2 DATA MIGRATION**

The City will require the vendor to convert account, address, service, parcel, and hauler data from current legacy systems to CUSP. History data and open service requests will not be migrated. Refer to Exhibit D for existing data model. City staff will test this data to ensure the conversion is complete and meets the City's requirements.

### **3.6.3 REPORTING**

The City has standardized on Crystal Reports as its report-writing tool. Regardless of the final solution and whether it is hosted or a licensed product(s), the system must allow City staff to write reports, in Crystal Reports, against the data base from current data (if data is warehoused, it will be updated no less than twice a day).

### **3.6.4 CUSTOMIZATION**

Contractor shall deliver all custom developed source code and program products. All customized software is considered to be a work-for-hire by the selected contractor and as such be owned by the City.

Customized source code must be delivered to the City prior to acceptance testing, and final corrections delivered prior to implementation.

### **3.7 DOCUMENTATION**

The City shall have the right to reproduce unlimited quantities of any generic and custom documentation for use by the City and its users. The City requires that the Contractor provide an electronic copy on CD-Rom (formatted and indexed with full text search capabilities) of all documentation so that the City will have the ability to reproduce copies as deemed necessary and to modify the documentation as required in the future.

The City also requires the Contractor to produce printed copies of the following:

**Functional Documentation**

- User Guides specific to City configuration (10 copies)
- Training Manuals specific to City configuration (10 copies)
- Online Help (n/a)
- System Administrator's Manual (5 copies)

**Technical Documentation (License Model)**

- Baseline System Documentation (1 copy)
- Change Documentation (1 copy)
- "As-Built" documentation that combines the Contractor's baseline software with San Jose customizations developed for the CUSP project. (5 copies)
- Product Data Sheet (1 copy)
- "Bug List" (1 copy)
- Release Notes (1 copy)
- Database Administration Documentation (2 copies)
  - Data Dictionary
  - Data Model
  - Entity Relationship Diagram (ERD)
- System Maintenance Documentation (2 copies)

**Technical Documentation (Hosted Model)**

- Host vendor network diagram (1 copy)
- Change control process and forms (1 copy)

### **3.8 TRAINING**

Proposer shall provide price structure options for number of students and location of training.

- Database Administrator
- "Train the Trainers"
- Systems Administrator
- End User Training
- Refresher training 6 months after go-live

### **3.9 MAINTENANCE AND SUPPORT**

#### **3.9.1 LICENSE MODEL**

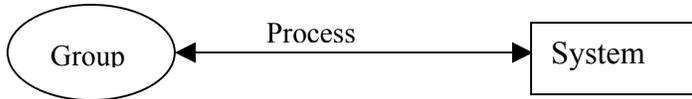
- Hardware Maintenance
- Software Maintenance & Upgrades
  - Patch
  - Maintenance Release
  - Minor Upgrade (Please define and list any cost implications)
  - Major Upgrade (Please define and list any cost implications and release plans for the next 5 years)
- Separate Service Contract for additional 10 years to include 5 days training per year. (Proposer must specify each of the maintenance and support options and provide the costing for each option)

**3.9.2 HOSTED MODEL**

- Software Maintenance & Upgrades
- Technical Support (Proposer must specify each support option and provide the costing for each option.)

#### 4 BUSINESS PROCESS ANALYSIS

A Process Improvement Project was completed prior to the issuance of this RFP when business experts and user groups developed new and improved processes. New business processes have been documented in HELIX style: Group / System / Process workflow diagrams and are appended to the RFP in Exhibit G.



Please note that these flow models are not ‘Detail Workflow Diagrams’ that can directly be used in place of detail requirements gathering. Instead they are supplied to proposers in order to clarify the Environmental Services and Finance Departments’ core activities with regards to CUSP. The current processes have been documented that can be used in developing Detail Requirements once a product is chosen.

**5 ATTACHMENTS**

**ATTACHMENT A: PROPOSAL FORM**

<b>Proposer</b>	
Name:	
Address:	
Telephone:	
Fax #:	
<b>Contact Persons:</b>	
Proposer shall provide contact information for two individuals in their organization to whom notices and inquiries by the City should be directed as part of this proposal.	
<i>Primary Contact</i>	
Name:	
Role	
Address:	
Telephone:	
Fax #:	
Cell Phone #:	
Email Address:	
<i>Secondary Contact</i>	
Name:	
Address:	
Telephone:	
Fax #:	
Cell Phone #:	
Email Address:	

**• PROPOSER'S REPRESENTATIONS**

Proposer understands, agrees, and warrants:

1. That Proposer has carefully read and fully understands the information that was provided by the City to serve as the basis for submission of this proposal to develop and implement a data management system.
2. That Proposer has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
5. That this Proposal may be withdrawn by requesting such withdrawal in writing ten (10) calendar days prior to the date that the proposal is due, but may not be withdrawn after the due date for a period of one hundred twenty (120) calendar days without forfeiture of the proposal bond.
6. That all information contained in the proposal is true and correct to the best of Proposer's knowledge.
7. That Proposer did not, in any way, collude, conspire, or agree, directly or indirectly, with any person, firm, corporation, or other Proposer in regard to the amount, terms, or conditions of this proposal.
8. That proposer did not receive unauthorized information from: Any City staff member, or Consultant during the Proposal period except as provided for in the Request for Proposal package, addenda thereto, or the pre-proposal conference.
9. That by submission of this proposal, the Proposer acknowledges that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the City permission to make said inquiries, and to provide any and all requested documentation in a timely manner.



**ATTACHMENT B: PROPOSER'S QUESTIONNAIRE**

All information requested in the Questionnaire shall be furnished by the proposer, and shall be submitted with the proposal. Statements shall be complete and accurate and in the form requested. Omission, inaccuracy, or misstatement may be cause for the rejection of a proposal.

1. Name of proposer exactly as it is to appear on a management services agreement and address which proposer would designate under the Notice provision of the agreement:

2. Proposer, if selected, intends to carry on the business as Individual ( ), Partnership ( ), Joint Venture ( ), Corporation ( ), Other ( ): If "Other" attach explanation.

3. If a partnership or joint venture, attach a copy of the partnership agreement or joint venture agreement and identify the participants:

A. NAME	ADDRESS	SHARE
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. DATE OF ORGANIZATION: \_\_\_\_\_

C. GENERAL OR LIMITED PARTNERSHIP: \_\_\_\_\_ (IF APPLICABLE)

D. AGREEMENT RECORDED: \_\_\_\_\_

E. REGISTERED IN CALIFORNIA?	COUNTY / STATE	DATE
_____ IF SO, WHEN?	_____	_____

4. If a corporation, answer the following:

A. WHEN INCORPORATED? \_\_\_\_\_

B. IN WHAT STATE? \_\_\_\_\_

C. AUTHORIZED TO DO BUSINESS IN CALIFORNIA? \_\_\_\_\_ IF SO, WHAT DATE? \_\_\_\_\_

D. NAME, ADDRESS, YEARS IN THE CORPORATION, AND PERCENTAGE OF STOCK HELD BY THE FOLLOWING OFFICERS:

	NAME	ADDRESS	STOCK %
PRESIDENT	_____	_____	_____
VICE PRESIDENT	_____	_____	_____
SECRETARY	_____	_____	_____
TREASURER	_____	_____	_____
OTHER	_____	_____	_____

E. NAME, ADDRESS AND PERCENTAGE OF STOCK HELD BY EACH MEMBER OF THE BOARD OF DIRECTORS:

	NAME	ADDRESS	STOCK %
CHAIRMAN	_____	_____	_____
MEMBER	_____	_____	_____
MEMBER	_____	_____	_____
MEMBER	_____	_____	_____
MEMBER	_____	_____	_____

F. NAME, ADDRESS AND SHARES OF STOCK HELD BY OTHER PRINCIPAL STOCKHOLDERS: (A PRINCIPAL STOCKHOLDER IS DEFINED AS A STOCKHOLDER WHO HOLDS 10% OR MORE OF STANDING STOCK OF THE CORPORATION).

NAME	ADDRESS	SHARES
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

TOTAL CAPITALIZATION: \$ \_\_\_\_\_

AMOUNT OF CAPITAL STOCK SUBSCRIBED: \$ \_\_\_\_\_

AMOUNT PAID IN: \$ \_\_\_\_\_

5. Have you ever had a bond or surety denied, canceled, or forfeited?

YES ( ) NO ( ) If yes, state name of bonding company, date, amount of bond and reason for such cancellation or forfeiture in an attached statement.

6. Have you ever declared bankruptcy or been declared bankrupt?

YES ( ) NO ( ) If yes, state date, court jurisdiction, docket number, amount of liabilities and amount of assets.

7. Have any agreements held by you for data management system development and implementation ever been canceled?

YES ( ) NO ( ) If yes, give details.

8. Have you ever been sued by any other jurisdiction or contractor for issues pertaining to fee payment, performance, or other issues relating to data management system development and implementation?

YES ( ) NO ( ) If yes, give details.

9. Are you currently engaged in merger or acquisition negotiations, or do you anticipate entering into merger or acquisition negotiations within the time period of this Request for Proposals?

YES ( ) NO ( ) If yes, give details. Attach copy of such agreement(s).

10. Are you now engaged in any litigation that does now or could in the future affect your ability to pay fees or perform under the Agreement?

YES ( ) NO ( ) If yes, give details.

What is the duration and extent of your experience in data management system development and implementation? Experience must reflect local office as well as overall organization's experience (i.e., if your local office is part of a larger group, nationwide).

Number of employees in each of the following categories:

Management

Marketing/Sales

Administration

Customer Support

Other (Identify)

Total, all categories

Submit at least three (3) persons, firms, and/or governmental bodies, with whom you currently have arrangements or agreements for data management system development and implementation. Provide contact person's name and telephone number.

Submit at least five (5) persons, firms, and/or governmental bodies with whom you have had arrangements or agreements that are now canceled (organizations that are no longer active customers of your firm). Provide contact person's name and phone number for each organization.

State number of persons employed by you who are engaged in data management system development and implementation. Indicate what percentage of these employees are employed locally and what percentage of those employees would directly service an account resulting from this request for proposal. Of the employees indicated, what percentage are management and what percentage are operational?

References: Give current and correct names, addresses and telephone numbers of at least three business references, including at least one banking source.

16. Do you wish to claim status as a San José based vendor? YES ( ) NO ( )

If yes, please provide a copy of your City of San José Business License and written evidence of a principal business office or branch or satellite office with at least one full time employee located in San José with your submittal.

If you fail to submit the proper information with you proposal, you will be denied consideration for local preference. The information cannot be submitted later.

The undersigned hereby declares under penalty of perjury that all statements, answers, and representations made in this questionnaire are true and accurate, including all supplementary statements hereto attached. In the case of a corporate proposer, the signature of one duly authorized representative is sufficient.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
(PLEASE PRINT OR TYPE NAME)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
(PLEASE PRINT OR TYPE NAME)

\_\_\_\_\_  
TITLE

**ATTACHMENT C: FUNCTIONAL REQUIREMENTS RESPONSE FORM**

For each requirement listed below, Proposer shall use the Response Index provided to indicate how each requirement will be met.

**Response Index**

- 1 Requirement met by commercial-off-the-shelf (COTS) software package. Can be demonstrated at an installed production site.
- 2 Requirement will be met by enhancement or planned revision to existing COTS package, can be demonstrated in a Beta site. \*
- 3 Requirement can be met by customizing the COTS code or database. \*
- 4 Requirement can be met by writing a new report or modifying an existing one. \*
- 5 Proposer cannot meet requirement.

\*If Response indicated is 2,3, or 4, additional costs must be identified.

Proposer shall use the following Document Reference descriptions to identify feature documentation.

**Document Reference**

- 1 Feature is documented. \*
- 2 Feature is not documented.
- 3 Feature requires customization and documentation will need to be created.

\* If feature is documented, source document must be identified.

**System Wide**

		Document	Response	Cost
System Requirements		Reference		
User Level Security/System Administration				
<b>City programs require different levels of access among staff and for partners and customers (by function-read, write, query, modify, add, delete, by level, by user).</b>				
1	System security with various levels of access.			
2	Access at varying levels of program			
3	Security Administration including updating process, grouping of types, group updating/deleting of security profiles, etc.			
4	System administration security levels that allow system configuration and database administration.			
5	Allow a single user to be assigned to multiple groups.			

System Requirements		Document Reference	Response	Cost
6	System Administrator ability to reset passwords			
7	Security options with database system software (DBMS).			
8	Ability to secure and authorize access to the underlying data and databases of the system as opposed to access to the utility system itself.			
10	Include security violation logs, which indicate abnormal sign-on procedures including date, time, and terminal.			
11	Automated terminal log-off procedures after a user-defined number of unsuccessful log-on attempts.			
12	Ability of System Administrator to lock out modifications of customer database, accounts during specific user-defined times (bill calculations, backups, etc.) and send auto messages indicating lockouts to all users.			
13	Automatic user-defined time-outs/sign-offs.			
14	Support multiple sessions per user.			
15	Access to partner or personal account such as PIN, password, etc.			
17	Web browser and access implementation.			
18	Allow commands similar to MS Office products, such as advance to previous, first, and last record through variable entry requests (by address, account number, meter number, etc.)			
19	Ability to print any reports/ queries			
20	Allow user defined sequencing of reports and number of copies of each including but not limited to following: by department, by division, by work section, by user, other user defined			
21	System control of report requests to limit system degradation - automated, warning, audit.			
22	Ad hoc queries using user-defined parameters (such as customer, service, consumption) for sorting, totaling, formatting, etc.			
26	Allow the user to store/ maintain user-defined queries and report specifications for future use without having to re-key an entire report.			
27	Allow the user to clone and modify existing reports when creating a new report.			

System Requirements		Document Reference	Response	Cost
<b>System Functions</b>				
<b>Describe overall system functions: ease of use, levels of information, specific modules.</b>				
28	Modular design, so that the various subsystems and modules can be modified, deleted, or enhanced without affecting the rest of the system.			
29	Ability for users to add or change items in existing tables (e.g., change or add new rates).			
30	Allow 24/7 access (i.e., no downtime required by the software while it runs normal daily processes)			
31	Application programming interface (API) that will allow the City's technical staff to add modules or subroutines, without modifying the system's source code.			
32	Allow users to change valuation tables and schedules on a "what-if" basis and note the results in terms of new values, ratio studies run on the new values, and so forth (this would require different table levels, e.g., future or test, that could be used without overriding the current or production tables and values).			
33	Import and export utilities that interface with foreign platforms/hosts. (e.g., TXT files, Corel Office Suite, Microsoft Word, Microsoft Excel, Microsoft Access, etc.)			
34	Compatibility with new releases of associated software within 1 year of their release (this includes the RDBMS, operating system software, third party packages used, etc.).			
35	User ability to view one or more screens of information on a specific account at the same time.			
36	Program shut down (automated, manual) when abandoned (Provide for orderly disconnect and clean-up)			
	Ability to date/time stamp transactions, work orders, comments, data notes. Provide audit trails, data configuration and history.			
37	Provide balancing procedures to ensure the integrity of the database from one cycle of processing transactions to the next (e.g. run-to-run totals).			
38	Maintain user-defined number of months of history for customer, account, site and service on-line			

System Requirements		Document Reference	Response	Cost
39	Ability to archive records to off-line media after they are no longer required to be available on-line.			
40	Balance information for all financial transactions posted to customer accounts and have this information available either on-line and/or in hard copy in exception form by cashier.			
41	Maintain a file of standard notices and letters sent to customers with date.			
42	Maintain a record of the types of correspondence that have been sent to the customer and the date sent.			
43	Display all history items in reverse chronological order (most recent item shown first).			
44	Generate reports or allow user to view on-line all file maintenance inquiries or updates made against the system, including the flexibility to see an entire work group or an individual employee or type of transaction.			
<b>Training Tools</b>				
45	Ability to develop and implement user-defined work steps (procedures) for various system functions (e.g., service order processing, cash receipting, etc.), modify tutorials to reflect changes in procedures, enforce procedures through the program.			

**CIS\CRM**

CIS/CRM Module - Customer Information Systems/Customer Relational Management		Document Reference	Response	Cost
46	Create and maintain a system-wide calendar for scheduling various activities (e.g., meter reading, billings, cut-offs).			
47	Handle mass data changes for common data items: routes, districts, haulers, billing cycles, customer classification code changes.			
48	Ability to recognize entry errors (such as incorrect codes) while stopping the process to then allow for additional entry of correct information (prevents entry of incorrect codes).			
49	Status codes consistent throughout the system and table driven.			
50	Accept and record all customer related attributes at the time the customer is established, including final read order if necessary (update file information).			

CIS/CRM Module - Customer Information Systems/Customer Relational Management		Document Reference	Response	Cost
51	Be capable of recognizing entry errors (as incorrect codes) while stopping the process to then allow for additional entry of correct information (prevents entry of incorrect codes).			
52	When establishing a new customer, system automatically prompts customer service representative concerning any user defined marketing programs that may be in effect at the time.			
53	Automatically provide separate and unique identifiers for customer and service location			
54	Set up an account in names of multiple tenants (spouse, roommate).			
55	Create unlimited service orders to activate garbage, recycling and street sweeping services associated to the site based on user-defined criteria.			
56	Assign a billing account as an association between a customer and charges.			
57	Allow those charges to be related to a service location .			
58	Allow for bar codes on bills. Upon scanning barcode, account and customer info as well as new balance appear for user to access (Associates customer and balance)			
59	Maintain a relationship between customer and location entities and reflect actual ownership, current tenants, and property management responsibilities (i.e. program provides services to multi-plex locations under the Single Family Program if location uses carts for solid waste, or several single family residences under one owner, or property management company manages more than one Multi-Family location).			
60	Allow, at a minimum, the establishment of the several service types, with or without charges.			
61	Prevent the deletion of an <u>ANY</u> customer.			
62	Maintain and display third party notification information.			
63	Have a customer feedback screen without associated account (for customers who decline to leave name or address, general comments, etc.).			
64	Programmatically search when performing a function or an inquiry and return a warning or error message that would affect the transaction taking place (this search may have to access multiple databases for information not maintained in the customer database (e.g., occupational licenses, permitting).			
65	Notify user when there is a tenant change based on user-defined criteria.			

CIS/CRM Module - Customer Information Systems/Customer Relational Management		Document Reference	Response	Cost
66	Show the status of the customer(s) attached to the services at a site (e.g., initial turn on, active (billed at least once), off delinquent, final bill pending, vacation hold).			
67	Maintain date-based notes.			
68	Maintain multiple comment fields and identify initiator (i.e. city, hauler, contract manager, finance, etc.).			
69	Generate an empty house report listing those inactive accounts coded within the city for solid waste that are generating solid waste.			
70	Report and display the number of new or modified agreements (MFD services); number and type of agreements with status; and agreement end date. Indicator for MFD accounts and services. Dates of agreements, term of agreement.			
71	Provide a status flag that reflects the current state of the account with a last action date.			
72	Allow an unlimited number of services per account and print in detail or summary format (user-defined) on bill.			
73	Access data based on approximate spellings of the customer's name and street address (service location).			
74	Allow the collection of solid waste from unscheduled locations.			
Indicators for Services				
75	Establish multiple solid waste collection service types for each residential and commercial account (e.g., carts, boxes, roll-offs, recyclables, street sweeping, cans, compactors, truck automation, bulky items).			
76	Indicate pickup days for that location as determined by user-defined code.			
77	Multiple pickup dates for different services			
78	On premise indicators			
79	Ability to identify Council District (1 through 10) for each account.			
80	Indicate whether a solid waste account is picked-up by the City or by a third party contractor (e.g., roll-off franchise fees, private carrier solid waste contracts, municipal accounts)			
81	Identify garbage & refuse customers with special hauling permits.			
82	Flag to indicate accounts that have shared garbage carts/ bins or shared meters.			

CIS/CRM Module - Customer Information Systems/Customer Relational Management		Document Reference	Response	Cost
83	Flag to indicate accounts that have multiple services at one location.			
	Ability to have three addresses associated with an account.			
Research Billing & Payment Questions				
84	Provide information to representatives regarding the number of times a billing verification service order has been requested (e.g., reread, meter test services, audits, or other specific service order types to be defined by the user).			
84,a	Allow the user to view this information at the customer, site, service, and account level.			
84,b	Allow the user to search and view service orders (by any attribute or combination of) by any field in customer database.			
85	Provide search function of notes on account to retrieve information such as high bills, estimated bills, miss-reads, owner reads, service complaints (no show, let dog out, did not use key, no pick ups, etc.), misapplied payments, collections, refunds, credits, bank agency payment, bankruptcy, etc.			
86	Allow customer service rep to access payment history, meter reading history, service order history and results, collection history (all credit history), investigations, service complaints, meter test requests and results, correspondence sent, etc. to respond to a complaint.			
87	Provide an image of the bill as it was originally produced for the customer and print a duplicate bill by date (including current and history images) on demand on site.			
88	Provide ability to view image of bill online (customer and staff).			
89	Access all service complaints by designated property location, street, district, etc.			
90	Designate multiple user-defined codes to allow pulling of a bill for special handling at the customer, account, or rate code level.			
91	Maintain all correspondence generated or received on any account and allow user to view actual replica of this correspondence (key letters, bad check letters, certification notices, actual bill, dead meter letters, notice for "no" read, notice of failure to obtain reading, sewer adjustment letters, etc.).			
92	Update file information and print a bill with corrected "address" (or other) information.			
93	Update daily log with activity, time, employee ID, defined record retention span with date, time of receipt of call and ability to make comments on log file.			

CIS/CRM Module - Customer Information Systems/Customer Relational Management		Document Reference	Response	Cost
94	Generate and/or print log with specific call types.			
95	Generate an account, customer, service, or site memo based on user-defined criteria			
96	Provide an on-line tickler file.			
97	Establish and maintain required information for APS payment program, with the ability to override APS.			
<b>Accounting</b>				
Monitor Deposits				
98	Allow customers to leave deposit/ pre-pay, etc., while system tracks discount, journalize, and apply full payments properly.			
99	Display all accounts associated with a master deposit, the total deposit amount, and the total balance of all accounts for possible deposit increase.			
100	Assign a PIN to customers to access IVR (interactive voice response) and World Wide Web.			
Customer Accounts Mgt				
101	Handle credits resulting from overpayments or undistributed credits resulting from a bill or an adjustment			
102	Provide an accounts receivable file that will retain all originally billed charges (displayed in a scrolling, ledger type format) with the payments and adjustments shown posted against the billed items.			
103	Include any fees, service charges, and adjustments done outside of billing that impacts the account balance.			
104	Maintain a user-defined number of entries in the AR file.			
105	Clearly indicate any special statuses of A/R items when the A/R record is viewed (e.g., arranged items, written off charges, bankruptcy charges, unbilled adjustments/fees).			
106	Maintain bankruptcy information (e.g., filing date, case number, type of bankruptcy) including the ability to suspend billing and collection activity for pre-petition items.			
107	Flag account as "BANKRUPT."			
108	Show the status of the customer(s) attached to the services at a site (e.g., initial turn on, active (billed at least once), off delinquent, final bill pending, vacation hold) (- ability to hold water service but continue garbage service.).			
109	Display financial transactions with the true function of effect (payments = credits).			

CIS/CRM Module - Customer Information Systems/Customer Relational Management		Document Reference	Response	Cost
Revenue Reconciliation Reports				
110	Provide a list of billing accounts in suspense and show a flag in the account record, based on a user-defined time frame			
111	Produce a report summarized by service type and customer type that provides % of current month's billing attributable to prior month's consumption.			
112	Report billings for municipal and other agencies at the account level			
113	Include user-defined sorting criteria			
114	Report revenue received by customer type (e.g. city, county, school, industrial, etc.)			
115	Perform ad-hoc inquiry that shows rate reconciliation's using the rate class, customer type, site use code or any combination of user-defined criteria that may come from more than one accounts receivable source			
116	Produce a daily activity report to verify adjustment amounts and rates grouped by user-defined criteria			
117	Generate a report of all "push" (MFD) accounts at the beginning of each month			
118	List accounts with special rates that are time sensitive and are expiring			
119	List deposit refunds upcoming within a user-specified period of time, including both cash refunds and deposits credited to customer's account balance			
120	Report any budget billed accounts where the deferred balance is a user-defined percentage of their monthly budgeted payment (debit or credit) to allow the user to adjust the budgeted amount up or down to avoid a large settle up amount			
121	Report all budgeted accounts settle-up amounts and produce a customer notification letter			
122	Allow parallel run of today's billing using proposed new rates			
123	Print accounts receivable report daily showing account number, closing date, total amount owing, last pay amount and date of all customers in the system			
124	Mass debit and/or credit all accounts or groups by indicators.			
125	Continue to generate and age a bill on any open account that has an unpaid balance			
126	Ability to assess all service charges automatically to an account			

CIS/CRM Module - Customer Information Systems/Customer Relational Management		Document Reference	Response	Cost
127	Ability to adjust user-defined A/R account items including items in arrangement, write-off or bankruptcy status, etc.			
128	Support rate studies where the baseline 12-month period is user-defined and is not restricted to the current or immediate prior year			
129	Provide statistical summary for residential services			
130	Ability to allocate receivables to multiple funds at time of billing			
131	Automatically generate informational bill for customer			
132	Report all budgeted accounts settle up amount and produce a customer notification letter			
133	Provide a daily detailed listing of all transactions posted by transaction source/transaction date/customer account number			
134	Provide a report similar to the one described above which includes all transactions posted to the account for a prior user-defined period of time			
135	List non-posted payments			
136	List returned checks, by reason, with a user-defined date range			
137	Provide report displaying non-postable payments in a suspense file			
<b>Bill Calculation</b>				
Calculate Charges				
138	Provide flat charges for service changes (finals, off and outs, new, set/resumes, cart exchanges)			
139	Handle an unlimited number of prorated bills within a billing cycle			
140	Notify the user when an account has not been billed after a user-defined time period has elapsed, with option to manually exclude user-specified accounts.			
141	Calculate and bill over 1 or more billing cycles appropriate deposit increases based on user-defined criteria (e.g. customer type, service type, number of accounts) for accounts that have received a warning letter and continue to display poor payment history as defined by the user in a year			
142	Bill multiple cycles on the same day			
143	Allow all accounts to continue normal billing with future-dated pending service orders (e.g. final service order date past the cycle billing date)			
144	Calculate and process bills under different options e.g. individual account, reading route and cycle			

CIS/CRM Module - Customer Information Systems/Customer Relational Management			Document Reference	Response	Cost
145		Ability to store and retrieve an original bill and a corrected bill for a customer, for any given billing period			
146		If customer is delinquent a user-specified number of times within a user-specified number of months, and a deposit is not on file or is on file but is insufficient, system will automatically bill for deposit on next billing subject to user override.			
147		Provide bill calculation methods that are user-defined and that can be changed by the user to meet all billing needs			
148		Allow rates to be based on effective dates and / or effective months to accommodate for approved rate changes			
149		Bill a single service or any combination of services as set up by the user to accommodate customer requests such as group billing.			
150		Ability to generate statements based on multiple fixed rate or consumption rate services calculated for any period of time (monthly, bi-monthly, quarterly, annually).			
151		Stop a bill (no bill) for a user-defined amount of time for research and review			
152		Automatically assess a bad check charge when the check amount is added back to the account, with manual override			
153		Automatically generate a bad check letter when a NSF charge is added back and assign a cut off date to the NSF item with manual override			
154		Option to automatically assess a penalty charge (late fee) when the charge due date is expired, based on user-defined credit criteria and time frame.			
155		Any of the rates listed may need to allow for an effective date and time to accommodate seasonal and TOU billings. (e.g., load management services)			
156		Reflect fixed charges – communications, service charges and fees, installment charges, deposits, charity, garbage and refuse, sewer, outdoor lighting, fire sprinkler, hydrant permits, facility charges, miscellaneous adjustments, miscellaneous charges and/or credits.			
157		Handle multiple billing types			
158		Handle multiple types of credit charges including deposit interest			
159		Ability to display at the line item level a credit for any charge shown on the bill.			

CIS/CRM Module - Customer Information Systems/Customer Relational Management			Document Reference	Response	Cost
160		Automatically generate a service order to cut off any type of charge based on the expired due date and other user-defined criteria (e.g., a special payment arrangement, hardship, LIRA, etc.)			
161		Automatically generate letters based on expiration dates at the customer and/or service level (e.g., Subsidized rates, Hardship, Lien, Uninhabitable, etc.).			
162		Generate letter based upon user defined delinquency criteria for courtesy notices to delinquent customers.			
Final Bill					
163		Generate (create) a final bill service order (unless already occurred)			
164		Update customer account information to reflect final bill with relative forwarding information of departing customer			
165		Create final bill service order for a customer with multiple services either by service type or for all services at the service address			
166		Perform all functions related to calculation of final bill			
167		Send additional copies of final bill to the property owner or other user-defined "default" customer			
168		Option to indicate on additional copies that, "This is a copy of the final bill"			
169		Option to create service orders needed to automatically revert new owners to default service levels			
170		Ability to automatically send New Resident Packet to all new owners/ tenants upon receipt of ownership change calls			
171		Recognize contract expiration dates (private area lighting) that are future-dated when a final bill is being rendered, stop the billing of the account , notify Rep to view the exception, and forward it to the proper department for investigation			
Online Billing (presentment and payment)					
172		Provide customer name, address, and service location along with pertinent status codes, account and financial information upon entry of the customer's account number (e.g., cut non-pay service order, cash-only indicator, break down of balance due (billed and unbilled, e.g., penalty fees assessed after the current bill), memo indicator, payment arrangement amount, delinquent date, etc.)			
173		Present users with a bill and accept payment electronically using credit card or Automatic Payment, or debit card.			

CIS/CRM Module - Customer Information Systems/Customer Relational Management			Document Reference	Response	Cost
174		Provide file search techniques by customer name, customer number or account number, driver's license number, social security number, service location, phone number, mail address, and old CIS account number			
175		Allow the user to print a bill on demand, indicating specified amount due, or as the (original) bill was rendered, through the user workstation, and print to one or more remote printers			
176		Provide on line communication with all necessary hardware/software, including (but not limited to) PC's, receipt printer, etc. (Please indicate specific equipment types and models)			
177		Allow a teller to enter a payment, which is composed of a combination of payment types in one transaction (e.g., credit card, cash, check, cashier's check, credit/debit (check) card, or money order)			
178		Provide the customer with options to designate a voluntary contribution towards a non-profit organization. The options available to customers will include: round-up their bills to the next highest dollar, with the additional cents going to the designated organization; contribute a monthly amount to the designated organization; or make a one-time contribution to the designated organization.			
179		Display the type of tender and transaction dates on the CIS transaction history screen at the rep level			
180		Back date for reconciliation purposes with proper security clearance			
181		Post payments electronically (e.g. APS)			
<b>Delinquency Management</b>					
Lienable Accounts					
182		Identify accounts that are 120+ days past due.			
183		Compile a preliminary list from the 120+ days delinquent accounts.			
184		Allow user to define parameters for processing of lien cycle and for elimination of candidates who should be removed from lien cycle.			
185		Create a file for printing partners.			
186		Create a file for official County notification (I.e. Liens to be recorded, liens to be released.)			
187		Create Notice of Intent to Lien letter to be sent to each customer on the edited list of delinquent accounts.			
188		Associate fee for delinquency notices (DP Fee) with each account on the lien candidacy list and automatically post fee			

CIS/CRM Module - Customer Information Systems/Customer Relational Management		Document Reference	Response	Cost
	and update each of those accounts.			
189	Interface with ownership table and/or County address information (currently using third party Metro, Win2Data) and automatically update ownership and address information in account and lien tables.			
190	Ability for user to override payment allocation to appropriate wherever they want it.			
191	Prior to lien recording, as payments are received automatically update accounts and remove candidates from lien candidacy list to prevent recording of lien.			
192	Compare ownership changes with lien candidacy list and remove accounts from lien list when ownership change occurs (after NOITL) and before lien is recorded.			
193	Identity all reversed delinquent penalty fees (DPFEE) and automatically remove candidate from current corresponding lien cycle.			
194	Notify user and create report daily of any requests for lien related action or inquiry.			
195	Notify user at user specified time interval of any updates to lien candidate list- i.e. Any eliminations such as payments, ownership change, etc.			
196	Compare APN's on lien candidate file to County data- compare accuracy and validity.			
197	Notify user of any invalid APN's or updates to APN.			
198	Flag all liened accounts as "open" or "closed" as liens are recorded and satisfied.			
199	Option to flag accounts after assessment for a user defined period of time.			
200	Update (credit) accounts (and identify with user defined line item description) the delinquent (lien) dollar amount at the user specified lien recording date and time.			
201	At the time that liens are recorded, update account with user defined administrative fee (or penalty), and identify line item as such.			
202	After lien due date, create a batch of release requests to be sent to the County <u>as lien payments are received</u> and notify user that liens are paid and release is requested.			
203	Batch should include a user specified number of requests. User should be notified as soon as the specified number is received, or weekly, whichever is sooner.			

CIS/CRM Module - Customer Information Systems/Customer Relational Management			Document Reference	Response	Cost
204		As releases are recorded at the County, release details are received, and system updated with that information, individual accounts should be updated with release information and the lien flagged as such ("satisfied" or "closed").			
205		After lien status is "closed", create letter of notification for property owner.			
206		Create letter and in-house release document for title company requests to include user defined fields (I.e. open liens, satisfied liens, RP Balance, document numbers and dates, APN, Account number, service address).			
207		Automatically note at the account level all lien related letters, notices, etc that are mailed to customer/ owner. Indicate date, nature, and mailing and service address.			
208		Post each item "paid" as it is satisfied, break down payments to line item for each item that is satisfied with that payment.			
209		Review the accounts exempted from write-off			
Process Payment Arrangements					
211		Accept and record on-line payment arrangement agreements for past due balances			
212		Arrange any portion of a billed charge or a fixed dollar amount (e.g., a customer disputing a particular electric charge but not disputing whole bill, a social service agency paying a fixed amount)			
213		Calculate payment arrangement terms (amounts, balances, due dates) with established parameters and override capabilities			
214		Establish a new due date, which will be used by the cut-off program, for arranged items in the A/R			
215		Establish a due date for items in the A/R that were generated by means of a manual journal entry			
216		Create payment arrangements for: transferred debt, past due amounts, bankruptcy, large bills, disputed bills, impact fees, and other agency payments (e.g., social service agencies)			
217		Maintain all payment arrangement history on an account with a flag to reflect un-kept arrangements			
218		Automatically generate on-line payment coupons with established arrangements or upon demand			
Administer Payment Arrangements					

CIS/CRM Module - Customer Information Systems/Customer Relational Management			Document Reference	Response	Cost
219		Allow for long-term payment arrangements to be established for a billing account or individual service (line item)			
220		Allow changes to the terms of a payment arrangement (e.g., due date, dollars, arrangement type)			
221		Allow a minimum of two open arrangements on the same account (e.g., social service agency commits for fixed amount and customer needs additional time on their portion of past due balance)			
Account for Collection Results					
222		Automatically write-off bad debts on specified services after a user-defined time period and maintain the account on file with a bad debt status, and hold write-off information in the A/R with the ability to print a bill (on demand) reflecting the write-off amount(s)			
223		Exempt accounts or specified services from write-off charges			
224		Make payments against write-off charges, continuing to follow normal payment distribution rules			
225		Provide automated support for posting collection fees (i.e. for in-house collection accounts or from collection agency file)			
226		Establish and automatically update credit ratings based on collection activities (e.g., late fee=1, cut notice=2, cut for non pay=3, NSF=4, meter diversion=5, write off=6, bankruptcy=7, etc.) with user-defined weighted percentages			
227		Credit the active A/R file and debit the bad debt file, while leaving the money owed in record at the original A/R customer/account number			
228		Pass customer mail and ID information down to a disk or tape for external agencies (collection or County lien/assessment)			
229		Reactivate customer/account and transfer debt from write-off account to designated active account, considering all A/R items in the collection process regardless of item status and update all related files including file maintenance to reflect debit/credit			
230		Provide for payment distribution (e.g., rate specific distribution, oldest date first distribution)?			
231		Automatically apply payments to outstanding receivable balances based on user-defined hierarchy (e.g., by due date, utility type, or percentages) with override capability			
Account Reconciliation					

CIS/CRM Module - Customer Information Systems/Customer Relational Management			Document Reference	Response	Cost
232		Match inactive accounts with credit balances to inactive accounts with debit balances for the same customer and produces a report for review (Accounts could be matched either by social security number, driver's license number, name, etc.)			
233		Establish an option for a receivable that is a returned item (e.g., bank draft, NSF)			
234		Automatically record City returned check charges as revenue to affected fund and as an account receivable, if applicable			
235		Record returned item information or other returned check information received from banks			
236		Automatically record returned check information and adjustments: Automatically calculate and record mandatory charge to customer for returned items as defined by user, with ability to override charge			
237		Provide a returned check transaction process			
238		Automatically turn on a cash-only flag and create a cash-only notice to the customer after the returned check count has reached a user-defined limit			
239		Automatically release an account from cash- only status if the customer has met user-defined criteria (e.g., no more than 2 returned checks in the past 12 months)			
Delinquency Reports					
249		Produce a report of all accounts based on specific user-defined collection status			
250		Automatically or manually select and report accounts eligible for write-off according to user-defined date parameters or according to an established processing table			
251		Automatically scan the database according to user-defined time periods (e.g., daily, weekly) and report any matches by name, social security number, driver's license number, mail address, phone number, contact person name, etc.)			
252		Create a user-defined age listing printed and sorted by user-defined criteria? (e.g. 30, 45, 60, and 90 day past-due report)			
253		Produce a collection letter upon request for all customers from the in-house collection report, allowing different letters for different services as defined by the user			
254		Option to automatically produce a duplicate bill to be issued to the customer with each collection letter produced			
255		Schedule, assign (internal rep or external agency), and monitor collection activities by collection rep with user-defined criteria			

CIS/CRM Module - Customer Information Systems/Customer Relational Management			Document Reference	Response	Cost
256		Report adjusted and paid write-off items, by service or rate type			
257		Produce a daily report of accounts that have had checks added back to them including the assessed "returned" check fee and the charges removed by the returned check payment and flag the account with the number of returned checks and the date of last activity			
258		Produce a file of accounts that have been final-billed and age list according to the number of days past due - to be used by the collection/ lien staff while permitting certain accounts to be excluded from collection activity according to user-defined criteria (e.g., recent payment, account under investigation, etc.)			
259		Generate a debt write-off report for a user-defined time period which reflects write-off status history including date and amount of write off			
260		Generate a report of all Level Payment Plan accounts that go into collection status e.g. cut off for non payment			
261		Report all bad debt accounts, including those under the user-defined dollar threshold.			
262		Add a collection fee to the customer account detail for accounts with collection or write-off status			
263		Manually stop write-off by customer or account			
264		Automatically generate deposit increase warning letters for accounts that meet user-defined credit criteria			
265		Maintain outstanding bad debt history data for a user-defined time period and include customer name, social security number, driver's license number, service address, mail address, employer name, meter tampering activity, and debt amount			
<b>Work Order Management</b>					
		Work orders are the process used by City of San Jose to deliver services to residents and customers. This is accomplished using vendors, under contract, as in garbage, recycling, and yard waste collection, or with City staff, as in Municipal Water service. Module should enable City staff to track all work orders regardless of status (open, closed, modified, deleted) throughout system for performance measurement and contract enforcement.			
Create Work Orders					
267		Ability to track origination of work orders. (City originated or hauler originated)			

CIS/CRM Module - Customer Information Systems/Customer Relational Management			Document Reference	Response	Cost
268		Ability to load information into data collection device. (e.g., grid pad, PDA)			
269		Automatically apply the next sequential number to service orders created by the system).			
270		Ability to add or remove fees associated to a specific activity (e.g., re-read, delinquent cut off, meter set, etc.) and modify the account/project code number as needed, at any time prior to order completion.			
271		Ability to automatically update work order information (customer account status, service order status, service work results, applicable fees, meter status, and meter inventory) once it is completed.			
272		Ability of system to accept deposits prior to working the order (e.g., user specified fees based on activity)			
273		Ability to automatically create multiple service order types based on user-defined criteria (e.g., new customer, customer termination, customer transfer, vacation turn off/on, preventive maintenance, partial on/off) allowing user defined scheduling (e.g. request to perform service at some date in future)			
274		Ability to prohibit service order completion (e.g., for specified order types) where there is a conflict in dates or customer number, with an option for manual override			
275		Option to require fee payment prior to working the order (e.g., user specified fees based on activity)			
276		Automatically create service orders based on user-defined criteria (e.g., new customer, customer termination, customer transfer, vacation turn off/on, preventive maintenance, partial on/off)			
277		Allow the entry of a requested work date at the time the service order is created, with manual override			
278		Prohibit service order completion (e.g., for specified order types) where there is a conflict in dates or customer number, with an option for manual override			
279		Ability to change a service order according to security level			
280		Automatically generate a final-out order for the previous customer when new customer orders are generated based on service location and services specified			
281		Allow service orders to remain pending while other service orders for the location are completed (double checks against "pending" and evaluates)			

CIS/CRM Module - Customer Information Systems/Customer Relational Management			Document Reference	Response	Cost
282		Allow for Manual Override or "Exception to the System" regarding service orders/ work orders; Permit to "close with exception", or flag as exceptional upon completion			
283		Create user-defined service order formats that can be used for multiple service order types and allow multiple pages of information to be selected (e.g., energy audits)			
284		Allow for on-line entry of service order types with regard to Garbage & Refuse containers, etc. delivery, maintenance, etc			
285		Automatically sort the service orders by a user-defined sequence (e.g., Hauler, route, account number, date, location address, district, rate code, etc.)			
286		Automatically create service order schedules based on priority codes, service order numbers, and requested work dates (Route/Districts)			
287		Assign sequential work order numbers to all work orders, regardless of whether it was city or hauler originated.			
288		Distribute service orders by hauler and district			
289		Allow the user the flexibility to specify which records and fields will be updated by a service order completion			
290		Prevent editing closed status work orders... force user to open new work order rather than make changes to closed status work order			
291		Allow a change to the status of any service order except any completed status orders (closed cannot be reopened, must create a new work order)			
292		Alert the user and provide the option to produce a service order for exception situations during service order reading entry (e.g., hi/low, initial/final not equal, negative consumption, meter turn over)			
293		Provide for on-line entry of free-form comments such as directions or location of meter, etc.(Future ability to accept graphical direction from pen base system)			
Distribute Service Order					
294		Associate one or more activities that must be performed in order to complete specific service order types			
295		Record the status at close and results of all service orders in an on-line real-time mode			
296		Send service order information directly to service order history and update all relevant files upon entry and then transmit service order back to originating area with this completed information			

CIS/CRM Module - Customer Information Systems/Customer Relational Management			Document Reference	Response	Cost
297		Print multiple services for the same site and/or customer on a single form and/or indicate a multi-page service order			
298		Establish a pre-defined printer destination to support service order processing from user- controlled table			
299		Automatically report any service order that is incomplete based on a user-defined time period on a daily basis			
300		Ability to sort report by Hauler, District, and Service Type			
301		Automatically assign user defined charges (administrative charges) to Haulers responsible for incomplete, late service orders (pending contract manager approval)			
302		Provide a mass service order completion screen and a detailed service order completion screen.			
303		Reprint a service order on request (Reprint service orders by any attribute in work order module)			
Work Order Maintenance					
304		Void service orders based on access/security level on request and provide supporting audit trails and activity reports			
305		Maintain current service order status (e.g., pending, scheduled, in-process, complete, on hold, void, cancel, and stale)			
306		Maintain service order history			
307		Capture and print information based on order type			
308		Ability to track customer complaints and service orders for accountability (part of administrative charges)			
309		Track uncompleted service orders based on user-defined number of days			
310		Do not allow duplicate service orders (service orders issued for same premise and for same purpose)			
311		Option to mass-change common data for a related group of accounts (e.g., change the mailing address for 200 apartments in the same complex)			
Work Order Reports					
312		Track <u>and</u> Report service orders by service order type, which have not been completed within a user-defined time period			
GIS Integration					
313		Display for users all current utility work hazards, warnings, memos (e.g., road closings, planned or emergency			

CIS/CRM Module - Customer Information Systems/Customer Relational Management			Document Reference	Response	Cost
		electrical/water outages).			
<b>Limited Inventory &amp; Asset Management</b>					
Garbage and recycling bins and cans, water meters					
315		Provide inventory management functions for garbage & refuse inventory items			
<b>Online Customer Self Help</b>					
316		Allow all file maintenance updates for the previous week to be accessible through on-line query			
317		Accept all financial transactions applied on-line via an on-line terminal and update real-time all affected account balances, statuses, and service orders.			
318		Record in detail all debit and credit postings to an account and provide for on-line inquiry of these history transactions (real time)			
319		Provide on-line inquiry of service order results based on user-identified criteria (i.e. reread results, meter test results, and audit results)			
320		Display detailed billing and payment history data for an account on-line, at the user's request.			
321		Allow on-line inquiry of service availability data by service address			
<b>Outreach Functions</b>					
Ability to select a group of customers to be targeted through their paper bill or online bill for outreach material					
327		Output information in multiple formats. (e.g., inserts, door hangers, envelopes, labels, 8 1/2 x 11).			

**PRM**

PRM Module	Partner Relation Management	Document Reference	Response	Cost
<b>Hauler Data Integration</b>				
345	Automatically assign user-defined charges to Haulers responsible for incomplete, late service orders (pending contract manager approval) - based on contractual requirements			
350	Automatically create service orders based on user-defined criteria (e.g., new customer, customer termination, customer transfer, changes in cart sizes)			

PRM Module	Partner Relation Management	Document Reference	Response	Cost
351	Allow the entry of a requested and/or estimated work date at the time the service order is created according to contract requirements and regular service dates, with manual override			
352	Ability to change a service order depending upon security level, access level (hauler cannot modify City open date)			
355	Allow for manual override or "exception to the system" regarding service orders/ work orders; Permit to "close with exception", or flag as exceptional upon completion			
356	Create user-defined service order formats that can be used for multiple service order types and allow multiple pages of information to be selected (e.g., energy audits).			
357	Allow for on-line entry of service order types with regard to meter/device (unmetered - private area lighting, garbage & refuse containers, etc.) installation, maintenance, and deactivation?			
358	Automatically sort the service orders by a user-defined sequence (e.g., Hauler, route, account number, date, location address, worker zone, rate code, etc.)			
359	Automatically create service order schedules based on priority codes, service order numbers, and requested work dates (Route/Districts)			
360	Distribute service orders by hauler and district			
361	Prevent editing closed status work orders unless specific field for 'closed comments'... force user to open new work order rather than make changes to closed status work order			
362	Allow a change to the status of any service order except any completed status orders (closed cannot be reopened, must create a new work order) (security level to determine who can 'reopen' order in cases of verified error			
363	Send service order information directly to service order history and update all relevant files upon entry and then transmit service order back to originating area with this completed information - allow flexibility to specify which records and fields to be updated by a service order completion			
364	Print multiple services for the same site and/or customer on a single form and/or indicate a multi-page service order.			
365	Establish a pre-defined printer destination to support service order processing from user- controlled table.			
366	Automatically report any service order that is incomplete based on a user-defined time period on a daily basis.			

PRM Module	Partner Relation Management	Document Reference	Response	Cost
368	Provide a mass service order completion screen and a detailed service order completion screen to be displayed by date ranges, types of services, hauler, district, administrative charges or any combination.			
369	Reprint a service order on request (Reprint service orders by any attribute)			
370	Ability to calculate administrative charges based on date time stamp according to 'administrative charge table'.			

**San Jose Muni Water**

San Jose Municipal Water System		Document Reference	Response	Cost
<b>Metered Services Module</b>				
<b>Account Maintenance</b>				
375	Identify an outstanding account balance and status (abandoned, off and out, write off, collection agency, cut at main line, transfer of debt, certification, etc.) on a service location if the metered and/or unmetered service was terminated			
376	Create a service order to resume service if the metered and/or non-metered service is off and the account either is paid in full or customer has complied with payment arrangements. Note: A turn on service order could apply to an non-metered service (e.g., a solid waste box).			
377	Provide option to reconnect service upon partial payment or other new circumstances			
378	Create a meter set service order for new meter sets or when the meter has been removed or abandoned			
379	Create unlimited service orders to accomplish necessary account turn-on actions (e.g., tap and set, meter turn-on and replace, non-metered turn-on and replace, and reads, etc)			
380	Calculate the required fees and/or deposits due by service and total that amount at the account, site, or customer, with option to override.			
381	Waive or adjust fees and/or deposits and show the method of satisfaction for the requirement (e.g., cash, non-cash deposits, letter of credit, management override, guarantors/co-signers)			
382	Allow, at a minimum, the establishment of the several metered and non-metered service types			

San Jose Municipal Water System			Document Reference	Response	Cost
<b>Metered Services Module</b>					
	383	Provide a summary screen of all consumption information by account for all services			
	384	Identify and allow the user to view the master service and any associated accounts that are serviced by the master service or reverse it and view from the associated services to the master service (e.g., you may have the tenant calling to say their water is off or you may need to service the master meter and need to see all the tenants attached to the water account)			
	385	Show the attached meter status at the service and site level (e.g., active, inactive, pulled, plugged or locked (water), off at pole (electric))			
	386	Maintain a count and last date of meter investigation type service orders, to be defined by the user (e.g., zero/low consumption, structure rehabilitation rechecks)? This would allow rules to be defined that would only generate the specific service order after the specified time had passed from the last field check.			
	387	Maintain meter diversion records that are associated to the customer or to the site when the customer is unknown? This record would act as a trigger to notify the user accessing the service for the customer or the site record that there has been meter diversion and there is criteria to satisfy before service will be provided.			
	388	Produce a disconnect list at user-defined time interval			
	389	Produce a list of customers receiving cut-off notices for user-specified time period			
	390	Web access to interval meter data billed by meter per month			
	391	Maintain the most recent non-payment cut-off date and the number of times the account has been cut for nonpayment.			
	392	Have the services available at a site displayed for any customer set-up or turn-off function, and include status.			
Field Update to Metered Services					
	393	Interface with the IBM compatible PC running MVRS used to download and upload data used for the ITRON v. 5.5			
	394	Receive all pertinent meter information, address information, read instructions, hazard codes, etc. from the host file as defined in the ITRON interface file structure			
	395	Send and post all pertinent meter information, read information, no-read, and meter condition codes (to be used as part of billing variance process or displayed for future use), date and time read, etc. to the host file as defined in the ITRON interface file structure			

San Jose Municipal Water System			Document Reference	Response	Cost
<b>Metered Services Module</b>					
396		Calculate a high/low read edit limit based on the last 12 billings and pass to the ITRON system for external consumption variance, with the ability to factor in a weighted percentage for seasonal consumption changes			
397		Accept ITRON user defined correspondence codes regarding field situations (e.g., meter conditions, no read reasons, consumption after final, change data, zero consumption, etc.)			
398		Pass reading instructions to the ITRON system to alert meter readers how to obtain meter readings or alert them to hazards, such as access key needed or bad dog			
399		Store free-form text comments for each meter location and pass these comments to the hand-held system (e.g., directions to a meter location) using minimum field lengths of 64 characters			
400		Reassign, when requested, read sequence numbers to all service locations within a route based on the reading recorded in the hand-held devices			
401		Accept readings from remote reading devices (telephone, radio, cable line or fiber network).			
402		Allow the entry of a read taken out of sequence			
403		Accept the entry of comments, reading instructions and meter locations via a hand-held reading device			
404		Maintain history:			
405		Allow a user to enter on-line meter readings			
406		Keep meter reading history for user defined time period			
407		Maintain heating degree days and cooling degree days with the ability to print on service orders and use as a factor for variance and reading estimates			
408		Store the number of times a meter is consecutively not read at the service record level.			
<b>New Accounts</b>					
409		Identify an outstanding account balance and status (abandoned, off and out, write off, collection agency, cut at main line, transfer of debt, certification, etc.) on a service location if the metered and/or non-metered service was terminated			

San Jose Municipal Water System			Document Reference	Response	Cost
<b>Metered Services Module</b>					
410		Create a service order to resume service if the metered and/or non-metered service is off and the account either is paid in full or customer has complied with payment arrangements. Note: A turn on service order could apply to an non-metered service (e.g., a solid waste box).			
411		Provide option to reconnect service upon partial payment or other new circumstances			
412		Create a meter set service order for new meter sets or when the meter has been removed or abandoned			
413		Create unlimited service orders to accomplish necessary account turn-on actions (e.g., tap and set, meter turn-on and replace, non-metered turn-on and replace, and reads, etc)			
414		Calculate the required fees and/or deposits due by service and total that amount at the account, site, or customer, with option to override.			
415		Waive or adjust fees and/or deposits and show the method of satisfaction for the requirement (e.g., cash, non-cash deposits, letter of credit, management override, guarantors/co-signers)			
416		Provide a summary screen of all consumption information by account for all services			
417		Identify and allow the user to view the master service and any associated accounts that are serviced by the master service or reverse it and view from the associated services to the master service (e.g., you may have the tenant calling to say their water is off or you may need to service the master meter and need to see all the tenants attached to the water account)			
418		Allow, at a minimum, the establishment of the several service types, with or without charges.			
<b>Metered Services Route Assignments</b>					
419		Allow on-line changes to the route number and read sequence for a service location, and provide an audit trail of such changes			
420		Provide a facility for mass reassignment by user defined parameters of route only or route and read sequence numbers to service locations			
421		Prohibit turn-off of fire services and critical care services			
422		Allow for automatic and user initiated service order (e.g. re-reads, meter replacement, etc.) to be created on-line while user is viewing the results of a Hi/Lo Variance report.			

San Jose Municipal Water System				Document Reference	Response	Cost
<b>Metered Services Module</b>						
	423	Ability to download service route maps and extracts from Auto-CAD drawings of underground vaults/circuitry to a hand-held device				
	424	Calculate an average that is specific to the service location (instead of customer) and a separate average specific to the service, and display them with the consumption data				
	425	Allow for this customer average to be calculated for a user-defined period, with 12 months being the default period				
<b>Bill Calculation</b>						
	426	Provide flexible high/low edits that take into consideration the number of days in the bill, weather conditions for the previous month (degree days), customer type (residential, general service, and demand), and same time last year.				
	427	Prorate charges based on the effective date of the rate (e.g. if a customer is read on the 10th of each month, calculate from the 11th to the 30th at the old rate and calculate the 1st thru the 10th at the new rate)				
	428	Define bill calculations by service (e.g. a bill calculation method for metered services and a different method of calculation for unmetered services even if consumption from metered service is required to calculate the charges - residential sewer billed on a capped flow amount)				
	429	Automatically bill accounts that don't require meter readings based on a user-defined schedule by account, route, cycle (e.g. private area lighting and street lights, and communications) based on a user-defined time span				
	430	Store multiple rate structures, allowing a minimum of 10 decimal places in the charge per unit, and use the appropriate rate structure based on account and/or service information for current billing				
	431	Automatically bill accounts with all kinds of variable billing codes - even if only one account and/or service is billed in a specialized manner as coded - such as percent codes, etc.				
	432	Apply credit or charges based on consumption ranges				
	433	Calculate and edit multiple readings per meter (multi-dial meters), and then accept, record and calculate a bill				
	434	Calculate and edit consumption for "one dial dead" or audit for possible "dead dial" readings				

San Jose Municipal Water System			Document Reference	Response	Cost
		<b>Metered Services Module</b>			
	435	Calculate consumption charges based on special rates for pre-defined customer accounts			
	436	Calculate charges based on pre-defined consumption criteria			
	437	Maintain a consumption history for such pre-defined customer accounts			
	438	Calculate consumption from multiple meter readings at different locations and sum together on one bill (totalized billing)			
	439	Calculate consumption from multiple meter readings at different locations as if all consumption was going through a single meter			
	440	Prorate the administrative fees and/or consumption based on service type, status and number of days in the bill			
	441	Allow normal billing when services are cut for non-payment without impacting the billing of other active services			
	442	Calculate bills specific to Utility Dept. that calculate sewer charges based on negative water consumption- E.g. allow water to calculate a credit (negative) bill, but sewer would bill the minimum fee only for the dependent sewer service when there is a negative consumption, until the reading reflects a positive consumption.			
	443	Apply administrative charges (customer charges) that accommodate varying meter sizes or types			
	444	Provide the capability to identify “rollover” meters (meters where the dials or digits have rolled past zero) and calculate the consumption properly using the appropriate reading			
	445	Maintain a basic rate record that calculates fuel adjustment using consumption			
	446	Maintain a basic rate record that calculates taxes or fees based on dollars with the ability to exempt qualified accounts as indicated in the account record			
	447	Calculate taxes based on dollars and consumption (e.g., California’s state energy surcharge)			
	448	Support utility rate analysis by providing and analyzing user specified utility data? e.g. consumption by rate or customer class, demand by customer class, or any combination of customer class, rate class, service type or other user- defined criteria needed for management decisions.			
	449	Allow rates to be based on effective dates and / or effective months to accommodate for approved rate changes			

San Jose Municipal Water System			Document Reference	Response	Cost
<b>Metered Services Module</b>					
450		Assess surcharges to specific account(s)			
451		Maintain a control record that has tax, fuel, and other rates that are common calculations for all customers			
452		Automatically apply a "certification" flag to designated accounts alerting them of upcoming debt certification (e.g., bonds and letters of credit)			
453		Handle multiple billing types			
454		Handle several types of tax charges			
455		Ability to calculate different tax rates based on different service locations			
456		Show the consumption for a user-specified period, average consumption and a variance of that average against total flow and strength (impact fee) capacity paid			
457		Calculate the consumption and financial impact resulting from a meter test to be fast or slow			
<b>Metered Services Corrections</b>					
458		Calculate estimated consumption automatically based on user-defined criteria by service for those services with missing readings			
459		Allow manual input of missed or corrected reads			
460		Generate the appropriate type of service order automatically for those meters with selected trouble codes, if necessary (e.g. water covering meter, blocked meter, dead meter)			
461		Create reread service orders on-line and provide on-line inquiry to obtain reread results, with set parameters, upon request			
462		Display previous consumption history on a single screen to aid in the exception correction process and the system must indicate actual or estimated reading (user-defined time period, default to current back or enter date range with screen request to allow previous year's consumption analysis (minimum of 13 months)			
463		Use reading verification codes as part of the variance criteria			
<b>Meter Rate Types</b>					
464		Allow for consumption based charges – demand, electric, water, sewer, communications (telecommunications and gas in future).			
465		Ability to totalize V meters			

San Jose Municipal Water System			Document Reference	Response	Cost
<b>Metered Services Module</b>					
	466	Vacant Rates - User defined/pending. Could be a reduced charge while an apartment unit is on 'clean and show' status or a reduced charge based on a metered consumption ratio.			
<b>Delinquency Management</b>					
	467	Automatically generate reminder notice on a user defined date of last possible day to pay and pending cut off.			
	468	Maintain non-payment cut off dates, credit history, and comments, displayed at the Customer and A/R level			
	469	Disable the cut off program at users request, which is otherwise automatically processed nightly. (Excluding accounts flagged "no cut".)			
	470	Extend the cut off date for a user-defined period of time			
	471	Provide audit trails to track any customer with an extended cut-off date			
	472	Extend the entire bill, a set amount or individual line item			
<b>Systems Integration &amp; Interfaces</b>					
	473	Interface with hand-held meter reading devices and related software			
	474	Interface to standalone meter inventory system			
	475	Interface with ISO and/or Meter Data Management Agent type organization ... electronic data exchange or HTML			
<b>Work Order System</b>					
	476	Reschedule service orders by service type, date, or individual order			
	477	Allow a change to the original service order action based on field results, which includes allowing multiple actions as part of the completion (e.g., turn on and replace, turn off and remove)			
	478	Temporarily reassign service orders by service worker zone or by blocks of service order numbers as needed to shift work load			
	479	Change the meter readings entered in the service order completion process			
	482	Add or remove fees associated to a specific activity and modify the account/project code number as needed, at any time prior to order completion?			
	483	Load information to data collection device (e.g., grid pad)			
	484	Automatically update as a result of completing a service order:			
	485	Automatically create service orders based on user-defined criteria (e.g., new customer, customer termination, customer transfer, changes in cart sizes)			

San Jose Municipal Water System			Document Reference	Response	Cost
<b>Metered Services Module</b>					
486		Allow for upload of changes entered into a hand-held device to the back-end database			
489		Associate one or more activities that must be performed in order to complete specific service order types			
490		Record the disposition and results of all service orders in an on-line real-time mode			
491		Report service order activity by account, location address, service type, meter, date, customer, or service person			
492		Establish a pre-defined service worker zone code (held at the service at site level) related to the read route and read sequence			
<b>Work Order Reports</b>					
493		Report the meters that have had the same trouble code reported for 2 or more consecutive months			
494		Produce reports in read route sequences			
<b>Limited Inventory &amp; Asset Management</b>					
502		Track inventory location and current condition, including surplus			
503		Provide audit trail of equipment disposition			
504		Record contract or purchase order number covering equipment purchase			
505		Allow additions or dispositions of "lots" or groups of assets (i.e. mass update)			
506		Track cost of maintenance and/or cost to replace.			
507		Calculate sales tax where necessary (if not in tax exempt status)			
508		Record manufacturer's name, serial number and our I.D. number for each asset.			
509		Support bar-coding			
510		Produce Count Sheets regularly to allow counts to be performed on a cycle basis			
511		Manage equipment infrastructure (e.g., this meter connects to distribution transformer which connects to a sub station)			
512		Select a group of equipment by site areas (using XY coordinates)			
513		Record test results by equipment type, including who performed the test and when			
514		Determine which service order impacted what equipment			

San Jose Municipal Water System			Document Reference	Response	Cost
<b>Metered Services Module</b>					
515		Have meter numbers filled so that they are IAPS zero filled and allow a minimum of 10 alphanumeric characters.			
516		Maintain acceptable level of inventory items.			
517		Support bar coding of meter inventory			
518		Provide daily meter count by service type (i.e., single family residential, multi-family residential, etc.)			
519		Provide inventory management functions for water inventory items:			
520		Track multiple asset attributes:			
521		Upload test results from automated testers (RFL 5800)			
522		Track meter inventory items			
523		Calculate meter constant (meter multiplier)			
524		Provide meter location history for a site (all meters that have been installed at this site)			
<b>Research Billing &amp; Maintenance questions</b>					
530		Provide an image of the bill as it was originally produced for the customer and print a duplicate bill by date (including current and history images) on demand on site			
		Ability to e-mail consumption history			
<b>Revenue Reconciliation</b>					
537		Ability to assess all service charges automatically to an account			
538		Provide the ability to enter a reading and determine a bill amount on line (current, previous and future rates available for current and previous periods)			
539		Provide positive and negative on-line adjustment capabilities for amounts and consumptions for current, future, history, and written-off items (adjustments should not affect the original billed charge).			
540		Make a read adjustment and have all relevant file screens updated automatically and then print the adjusted bill on demand, with appropriate audit trail			
541		Adjust-off an entire bill including removing the billed consumptions and dates on all services, with one entry, based on charge date, with appropriate security			
542		Automatically pay municipal accounts with appropriate audit trails and reports			

San Jose Municipal Water System				Document Reference	Response	Cost
<b>Metered Services Module</b>						
	543		Recalculate appropriate write-off percentages based on the prior year's sales			
	544		Identify high-usage customers, based on user-defined parameters			
	545		Provide comparative rate analysis			
	546		Provide rate evaluation between commercial and industrial customers (compares which customer is better off with which rate)			
	547		Report any Level Pay Plan accounts where the deferred balance is a user defined percentage of their monthly budgeted payment (credit or debit) to allow the user to adjust the budgeted amount up or down to avoid a large settle up amount			
	548		Allow for upload of changes entered into a hand-held device to the back-end database			
	549		Record the status at close and results of all service orders in an on-line real-time mode			
<b>Online Customer Self Help</b>						
	550		Automatically create a turn-on service order when the payment received is equal to or greater than the outstanding past-due balance for an account that has been cut for non-pay			

**Optional Items**

Additional Options				Document Reference	Response	Cost
<b>Cashiering</b>						
<b>Cashiering solution is an add-on module to CIS</b>						
		551	Ability to interface from/to a third –party-cashiering system			
		552	Interface in real time from the cashiering system			
		553	Maintain and allow user to view non-postable payments in an on-line suspense file			
<b>Bill Printing and mailing</b>						
		554	Print the previous balance, the payment(s), payment date(s) the past due amount, adjustments, late charges, and penalty charges as items on the bill for accounts with past due balances			

Additional Options				Document Reference	Response	Cost
		555	Include payment arrangements and installments as line items on the utility bill including due date for that item and a total balance due			
		556	Include all outstanding charges resulting from services performed during the billing period as line items on the bill			
		557	Include the following information as a single line item on the bill for outstanding charges:			
		558	Refund residential cash deposits for customers with a good credit history (i.e. good credit history for a one-year period) based on service type and show as a line item on the bill and in the account receivable record			
		559	Refund or apply cash deposits and interest refunds to one or more accounts for customers terminating service and not re-entering the system			
		560	Suspend all refund transactions to customers with accounts in collection status, when multiple sites or accounts for the same customer are involved			
		561	Calculate interest on all cash deposits and show as a line item on the bill and in the accounts receivable based on user-defined criteria			
		562	Provide an option to automatically revert billing for a location to an owner or management company following termination of service by a tenant			
		563	Print multiple customer informational messages on the bill from a table of messages or from free-form format with ability to print different messages on different designated billings (e.g. by individual account, read route, bill cycle, customer type, service type, geographic location, or bill type (final bill, estimated, adjusted, etc.))			
		564	Print a cash-only message on the customer's bill until the account is released from cash-only status			
		565	Print bills in bill grouping codes, nine digit zip codes, delivery point codes for bar coding, and account number sequences (bill grouping codes are used to group accounts for special handling purposes)			
		565	Provide mailing and third party notification addresses for each customer			
		566	Generate a bill on the user's screen after an adjustment has been made, at which time the user has the option to either correct the adjustment and view the bill again or print bill as it appears on the screen after initial adjustment			

Additional Options				Document Reference	Response	Cost
		567	Pass Automatic Payment Service transaction information to the bank and notify the customer with the date and amount of the APS transaction on the original bill			
		568	Automatically bill exception accounts where the bill was not suspended or held due to some service order activity based on a user-defined time period			
		569	Prints special handling codes on the customer bill which can be read during batch payment capture (e.g. cash-only code)			
		570	Accommodate Post Office bar coding of bills, scanable font (OCR) bill amount and account number that has to be right to IAPS on the bottom of the stub			
		571	Allow the user to "build a bill form", providing the flexibility to change the format as desired by management approval.			
		572	For Summary Bills: Read and bill as routed, moving the billed charges to the master account to be paid at that one account (each one gets an itemized bill)			
		573	For Summary Bills: Read at the regular time, but bill all together maintaining charges separately but allowing one check to cover all bills (each one gets an itemized bill)			
		574	For Summary Bills: Read at the regular time but bill together, showing all sites as a line item (multi-page if necessary) on the "master" account's bill with all charges attached to the "master" A/R account			
		575	Recognize accounts with a fixed due date and use that due date rather than a system calculated due date			
		576	Print multiple copies or duplicate copies of any bill			
		577	Provide Billing register showing account number, customer name, service address, meter info, reading info, consumption, demand, meter amount, other charges, and credits that comprise the total amount owing.			
		578	Ability to consolidate and print charges for multiple services at various locations on one statement indicating location of services and service period. (See summary items).			
	<b>Metered Services</b>					
		579	Print the average daily consumption for the billing period and for the same period one year ago on the bill			
		580	Show the current month's consumption, previous month, and same month last year			

Additional Options				Document Reference	Response	Cost
		581	Bill daily for those meter readings that have successfully passed edits, including those read today and those corrected from previous edits.			
		582	Reflect net/gross amounts and dates on bills			
		583	Calculate and create level billing based on user defined rules and criteria			
		584	Print the levelized consumption, the actual consumption, the difference, and the accumulated difference on the bill			
		585	Calculate and create levelized billing by billing a level consumption amount and storing the deferred consumption for settle up within a user-defined time period			
		586	Do an ad-hoc comparison for customers desiring to go either on a budget billing or on a levelized billing program			
		587	The screen would need to calculate the average consumption and show the average charge per month for a year on the levelized billing program with the monthly running deferred balance. The budget billing would show a fixed dollar amount compared to the history for last 12 months with a monthly running total deferred balance.			
		588	Provide an option to print multiple items on the utility bill:			
		589	Bill and manage line reimbursement fees (sewer, water, storm water (future))			
		590	Provide revenue analysis daily and monthly			
<b>Customer Service Knowledgebase</b>						
		592	A knowledgebase based on outreach materials, letters, comments in customer database.			
<b>Call Center Management Tools (Performance Analysis)</b>						
		594	Allow the user to free-form enter text similar to a word processing format similar features (i.e. Microsoft - spell check, word wrap)			
<b>IVR &amp; Integration with Nortel Symposium</b>						
		595	Interface with an automated phone answering system for outage calls (could be part of IVR) and use caller ID (IVR features) to pull information from the CIS database such as current customer, phone number, address			
		596	Interface with an IVR (Interactive Voice Response) program, which allows the customer to call and receive account and service information 24 hours a day			

Additional Options				Document Reference	Response	Cost
		597	Allow customers to make telephone payments via IVR and Ability to assign a PIN to access personal account information from the IVR			
		598	Handle interfaces that provide automated support (e.g., IVR) for printing selected billing history items			
		599	Pass a file of eligible cut-off accounts over to an automated call notification system to do delinquency courtesy calling			
<b>Online Hauler Invoicing &amp; Payment</b>						
<b>Eliminate paperwork and manual presentment of hauler payment sheet</b>						
		600	Ability to receive data electronically from haulers on daily, weekly, monthly basis, compare to data in system for that hauler's contractual requirements, identify discrepancies by service location, identify administrative charges (manual approval), calculate charges according to contractual requirements)			
		601	Electronically receive those inactive accounts within the city that are generating solid waste from a future automated system used by the solid waste drivers. (Similar to ITRON upload/download capabilities)			
<b>Customer Database</b>						
		602	Ability to scan correspondence from customers into database and link to customer id			
		603	Allow, at a minimum, the establishment of the several metered and non-metered service types in addition to requirement listed prior in this RFP			

<b>CUSP REPORTING REQUIREMENTS</b>				
REF #	Description	Document Reference	Response	Cost
<b>Utility Billing Services</b>				
1	Returned Check Report - A list of accounts that have been charged with "Non-Sufficient Funds" check amounts at any specific time. Includes both the returned check amount, which will be debited to Recycle Plus account balance, and the returned check fee, also debited to customer's RP balance.			
2	Daily Payment Reconciliation Report (3 daily) - A report of customers' payments paid over counter, mail and electronic transfer. 3 daily deposits entered separately.			
3	Refund Report - A list of customers approved to receive garbage service and lien related refunds due to overpayment or general errors. Report should be able to be filtered according to the following: Individual refund requests not exceeding \$250.00, and those exceeding \$250.00.			
4	Transfer Report - A list of accounts in which payment transfers have occurred due to ownership changes, billing errors, and payment-posting errors.			
5	Accounts Receivable ALL Report - A monthly summary report of all charge codes, payments, and adjustments to accounts.			
6	Billing History Detail Report (SJW) - A summary report including the total dollar amount billed and the total number of accounts billed per cycle.			
7	Total # of accounts billed by Cycle and Statement Date Report (SJW reconciliation) - A summary report detailing the number of accounts billed by Cycle			
8	Cash Reconciliation Report (SJW reconciliation) - A summary report detailing total number of payments posted and total dollar amount posted.			
9	Overage Tag Report - A report listing account numbers and incurred dollar amounts of customers requesting (via telephone) overage tags (extra garbage stickers).			
10	Accounts Receivable Aging Report – Generated monthly to show the aging of outstanding accounts from 0-30, 31-60, 61-90, up to 240 days, (over 240 days either by Cycle and/or account).			
11	Write Off Report - Lists accounts included in a bill cycle requiring write off and enables posting of write off amount by "WOYR" as a credit to the account.			
12	Detail level report per charge or adjustment code – Staff requires the ability to query account level detail of any adjustment or charge code for user defined time period.			
13	SJW Payment Search – Sequential list of all account numbers processed per batch queried by remittance processor batch # and batch date (located on the endorsement side of the cancelled check).			
14	Payment Trace – Report listing all payments applied to a particular account and whether payment was processed in house or by remittance processor.			

15	Statement Number – Search by statement number for account and service address information when checks are received indicating only statement number.			
16	Administrative Fee Posted in Lien Master – Lien data summary for liens recorded with County Assessor.			
17	Lien Statistics – Require both Current Year Statistics (by lien cycle), as well as Comparative Statistics to prior fiscal years. Require option to view comparison of Notices of Intent to Lien mailed to liens recorded (with percentages), fiscal year running totals, and average lien amounts.			
18	Lien Master Recap for Current Year – Payments, Errors, Bankruptcies, and Foreclosures - Daily detail for all accounts that are candidate for the special assessment. Tracks lien data for all liened accounts including corresponding dollar amounts, as well as data for liens satisfied when lien payments are made, bankruptcies filed, and reversed when deemed “liened in error. Should be able to display entire report or filter according to lien status. <b><u>Must create subsidiary report of all accounts removed from potential assessment as well as only those liened in error.</u></b>			
19	Weekly Lien Release Report – List submitted weekly to the County Assessor of accounts with liens that were either satisfied or reversed during the preceding week.			
20	Daily Payment Report –Daily report of payment allocation (per account) to either Recycle Plus account or delinquent balance.			
21	Daily Payment Report – A detailed list payments received for the day, including payment allocation.			
22	Lien Candidate Report - Report every lien cycle includes account information for accounts 90 + days delinquent. Must allow filter by amount delinquent, as well as account attributes such as bankruptcy, public property and payment arrangements.			
23	Special Assessment Report - This report of assessment code, lien balances per parcel number remaining unpaid at fiscal year end. (This data must be transmitted as a text file via diskette to the County Tax Collector who records Special Assessments on the tax roll).			
24	New Adds - Accounts that are added to database due to new development, etc. Also used as quality check. * Reconciliation New Add Report is run on monthly basis for contract manager to make sure number match.			
25	Correspondence - Staff members answer questions from customers about service or billing. (Excel spreadsheet is used to track) <b><u>Track responses to mail</u></b>			
26	Return Mail - Envelopes returned from Post Office because of incorrect mailing address, or vacant property			
27	CSR Remark Report – Report of all call codes entered under each User ID for a user defined time period.			
28	Monthly Call Code Report – Monthly summary report of the number of calls per call code.			
29	Report % of service calls vs. billing calls, (liens, special rates, ownership changes, etc.), holiday schedule, special promotions			

30	<b>Information</b> Requests Report - Used to track how many and what kind of information is mailed out.			
31	Service Level Summaries – Monthly report of the total number of accounts under each billing category and code - subdivided by service, hauler, and district.			
32	External Work Orders - How many cart exchanges and what types (free per fiscal year, free per contract), etc. per day, week, month, and year			
33	How many stolen cart replacements per day, week, month, and year.			
34	Solid Waste Reports for both Single and Multi - Family Dwellings; Reported by district - indicates number of routes, route numbers, and addresses on route. Activity and tons of solid waste collected and delivered to landfill			
35	Recycling Reports for both Single and Multi - Family Dwellings: * Used for State Diversion Report - includes all activity per hauler.			
36	DISTRICT/ROUTE NUMBER REPORT- (Summary and Detail) – (Daily, Monthly, Yearly, Quarterly)			
37	DAY OF SERVICE REPORT - (Summary and Detail) – (Daily, Monthly, Yearly, Quarterly)			
38	ROUTE NUMBER REPORT- (Summary and Detail) – (Daily, Monthly, Yearly, Quarterly)			
39	HAULER REPORT - (Summary and Detail) – (Daily, Monthly, Yearly, Quarterly)- YEAR: Report of recycling tonnages collected			
40	REPORT ALL OR SOME DISTRICTS- (Summary and Detail) – (Daily, Monthly, Yearly, Quarterly)			
41	COLLECTION REPORTS: (for each: Recycling and Yard Trimmings, Used Oil, Large Item) Feeds into Sales Report			
42	PROCESSING REPORTS: (for each: Recycling and Yard Trimmings, Used Oil, Large Item) Feeds into Sales Report - Lists all recycling processing and yard trimming activity, tracks materials, diversion rates, residue rates, etc.			
43	SALES REPORT: (for each: Recycling and Yard Trimmings, Large Item) From Processing Reports - Inventory type tracking of recycled or yard waste materials - those remaining in storage, sold (to whom, price, vendor list, etc.), weight tags, - for auditing purposes			
44	RECYCLED REPORT: (for each: Recycling and Yard Trimmings, Used Oil, Large Item) Feeds into Sales Report			
45	RECYCLING REPORT- (Summary and Detail) – (Daily, Monthly, Yearly, Quarterly)			
46	DONATION REPORT- (Summary and Detail) – (Daily, Monthly, Yearly, Quarterly)			
47	REPORT PERIOD (Summary and Detail) – (Daily, Monthly, Yearly, Quarterly)			
48	DONATION REPORT: (for each: Yard Trimming and Large Item) Tracks amount of final product (large items, compost, wood chips, etc) from YT processing delivered to City facilities.			
49	STREET SWEEPING: Summary report of street sweeping activity -- curb miles swept, enhanced sweeps performed, etc. -- by day, district, etc.			

50	SUMMARY REPORT PERIOD- DAY - MONTH - QUARTER - YEAR			
51	DAY OF SERVICE REPORT - DAY - MONTH - QUARTER - YEAR			
52	HAULER REPORT - DAY - MONTH - QUARTER - YEAR			
53	REPORT ALL OR SOME DISTRICTS- DAY - MONTH - QUARTER - YEAR			
54	Residential Program Statistics for all services, including totals, averages and projections			
55	Single - Family Program Statistics per hauler for all services			
56	Multi - Family Program Statistics per hauler for all services			
57	Yard Trimming Program Statistics per hauler			
58	Residential Garbage Collected - Graph Ave. Daily Tons per Fiscal Year			
59	Residential Recyclables Collected - Graph Ave. Daily Tons per Fiscal Year			
60	Residential Yard Trimmings Collected - Graph Ave. Daily Tons per Fiscal Year (both SFD & MFD)			
61	Yard Trimmings Collected - Ave. Weekly Pounds per Household (SFD) - Graph per Fiscal Year			
62	Yard Trimmings Missed Pick Ups per 1000 Service Recipients - Graph per Fiscal Year			
63	SFD Recyclables Collected Ave. Weekly Pounds per Household - Graph per Fiscal Year			
64	SFD Garbage Collected Ave. Weekly Pounds per Household - Graph per Fiscal Year			
65	Generate reports or allow user to view on-line all file maintenance inquiries or updates made against the system, including the flexibility to see an entire work group or an individual employee or type of transaction			
66	Report the number of new or modified agreements (MFD services); number and type of agreements with status; and agreement end date.			
67	Generate an empty house report listing those inactive accounts coded within the city for solid waste that are generating solid waste.			
68	Perform ad-hoc inquiry that shows rate reconciliation using the rate class, customer type, site use code or any combination of user-defined criteria that may come from more than one accounts receivable source			
69	Generate a report of all "push" (MFD) accounts at the beginning of each month			
70	Report all budgeted accounts settle-up amounts and produce a customer notification letter			
71	MFD Recycling Collection Ave. Weekly Pounds per Household - Graph per Fiscal Year			
72	MFD Garbage Collection Ave. Weekly Pounds per Household - Graph per Fiscal Year			
73	Ability to design custom reports from any of the fields represented			
74	Ability to overlay report data with City economic data - (e.g. integrate waste reports with City data on sales tax, etc.)			
75	Report by hauler, district, all services that hauler has provided in user-defined time period			

76	Report by hauler all administrative charges			
77	Pilot Program Reports - Ability to choose (identify) and track a subset of accounts for the purposes of tracking pilot program data or targeting outreach efforts.			
<b>Municipal Water Reports</b>				
78	Accounts Receivable Aging Report			
79	Recycled Water Report			
80	Summary of Consumption by Account Type			
81	Breakdown of Service Area by Meter Size and Activity			
82	Bill Frequency Analysis by Month			
83	Trial Billing Report			
84	Final Billing Report			
85	Final Billing Report – Totals by Bill Code			
86	Two-Year Consumption History of All Accounts			
87	Report of number of meters by size and status			
88	Daily Posting/Payment Report			
89	Delinquent Accounts Report			
90	Shut-Off List Report			
91	Alphabetical Address Listing Report			
92	Alphabetical Customer Listing Report			
93	List of Closed Accounts w/Credit Balances			
94	List of Accounts by types and total			
95	List of all accounts by route and sequence number			

**ATTACHMENT D: COST PROPOSAL FORM**

For Hosted Solution (hosted externally), indicate Not Applicable (N/A) where it applies.

**1a - Recycle Plus**

Project Phase Deliverables	Staff Costs	Material Costs	Tax	Total Cost
<b>Project Management</b> Project Plan Project Staff Project Status Tracking Project Schedule Project Site				
<b>Functional Requirements</b> High-Level Functionality Detailed Feature Requirements Report Requirements				
<b>System Testing</b> Test Plans for: Functionality Performance Database Code Customization Data Migration Regression				
<b>Technical System Requirements</b> Hardware/software System Integration Data migration Reporting capability Custom programming				
<b>Documentation</b> Functional documentation Technical documentation				
<b>Training</b> Database Administrator Train the Trainer Systems Administrator End User				
<b>Maintenance (Licensed Solution – RFP Section 3.9.1)</b> One-year post implementation, on-site warranty/support Hardware maintenance Software maintenance and upgrades Service contract for 10 yr support (indicate cost per month)				

**1 b - Municipal Water**

Project Phase Deliverables	Staff Costs	Material Costs	Tax	Total Cost
<b>Project Management</b> Project Plan Project Staff Project Status Tracking Project Schedule Project Site				
<b>Functional Requirements</b> High-Level Functionality Detailed Feature Requirements Report Requirements				
<b>System Testing</b> Test Plans for: Functionality Performance Database Code Customization Data Migration Regression				
<b>Technical System Requirements</b> Hardware/software System Integration Data migration Reporting capability Custom programming				
<b>Documentation</b> Functional documentation Technical documentation				
<b>Training</b> Database Administrator Train the Trainer Systems Administrator End User				
<b>Maintenance (Licensed Solution – RFP Section 3.9.1)</b> One-year post implementation, on-site warranty/support Hardware maintenance				

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Software maintenance and upgrades Service contract for 10 yr support (indicate cost per month)				
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**1 c - Optional Features**

The following features are options in addition to the basic functions of the CUSP. They are highly desirable but may not be included in the final contract with the selected Proposer.

Additional Features	Hardware Costs	Software or Development Costs	Staff Costs	Other Materials Costs	Service Costs (e.g., airtime)	Tax	Total
1. Cashiering							
2. Bill Printing & Mailing							
3. Remittance Processing							
4. Call Center Management Tools							
5. Customer Service Knowledge base							
6. IVR							
7. Online Hauler Invoicing & Payment							

**1 d - Functional Enhancements**

In addition, the Proposer may offer additional functional enhancements. Such enhancements shall be independent of the costs provided in the above tables and in addition the requirements specified in this RFP. These enhancements will be included in the final agreement with the selected Proposer at the sole discretion of the City.

Functional Enhancements	Hardware Costs	Software or Development Costs	Staff Costs	Other Materials Costs	Service Costs (e.g., airtime)	Tax	Total
1.							
2.							
3.							
4.							

• **COST PROPOSAL FORMS - HOSTED SOLUTION POST IMPLEMENTATION OPERATIONAL SERVICE COSTS**

**Monthly Operational Services Cost**

For Operational Services, Proposer will provide a Base Price per bill calculated which will be multiplied by the number of accounts billed during a given month to arrive at the monthly service payment.

\$ \_\_\_\_\_ Base Price per Bill Calculated

\$ \_\_\_\_\_ Base Price per Municipal Water Service Bill Calculated

**Additional Service Charges**

a. Consulting Services for services not specified in Operational Services Section of Exemplar Agreement. Proposer shall propose hourly rates for different levels of Proposer staff, as applicable

\$ \_\_\_\_\_ per hour

b. Bill Print/Mail Services (if proposed) \_\_\_\_\_ \$/Bill Printed

c. Remittance Processing (if proposed) \_\_\_\_\_ \$/Remitted Item

**Pass-through Charges**

Proposer shall delineate any pass-through charges incurred by Proposer that would be billed to the City.

## 6 EXHIBITS

### **EXHIBIT A: INSURANCE REQUIREMENTS**

Contractor, at Contractor's sole cost and expense, shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage described in Insurance Services Office Form Number GL 0002 (Ed. 1/96) covering Commercial General Liability together with Insurance Services Office Form Number GL 0404 covering Broad Form Comprehensive General Liability; or that described in Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001 Ed. 01/96;
2. The coverage described in Insurance Services Office Form Number CA 0001 (Ed. 12/93) covering Automobile Liability, Code 1 "any auto", or Code 2 "owned autos" and Endorsement CA 0025. Coverage shall also include Code 8 "hired autos" and Code 9 "non-owned autos"; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance.

b. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by City's Risk Manager. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, employees, agents and contractors; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City.

d. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

- a. Insured. The City of San José, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, agents and contractors.
- b. Contribution Not Required. Contractor's insurance coverage shall be primary insurance as respects City, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by City, its officers, employees, agents or contractors shall be in excess of Contractor's insurance and shall not contribute with it.
- c. Provisions Regarding the Insured's Duties After Accident or Loss. Any failure to comply with reporting provisions of the policies by Contractor shall not affect coverage provided CITY, its officers, employees, agents, or contractors.
- d. Coverage. Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  2. All Coverages  
Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to City.
- e. Acceptability of Insurers  
Insurance is to be placed with insurers acceptable to City's Risk Manager.

f. Verification of Coverage

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the Risk Manager:

CITY OF SAN JOSE  
Risk Management  
801 North First Street, Room 110  
San José, California 95110-1716

g. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

**EXHIBIT B: EXEMPLAR AGREEMENTS**

**Agreement for an Integrated CIS and Hauler Management System  
Between the City of San José  
And**

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This Agreement is entered into as of \_\_\_\_\_ between the City of San José, a municipal corporation (“City”), and \_\_\_\_\_, a \_\_\_\_\_ (“Contractor”).

***RECITALS***

1. City has issued a Request for Proposal ("RFP") for an Integrated CIS and Hauler Management System;
2. Contractor has the necessary expertise and skill to perform such services and Contractor's proposal can best meet City's needs;
3. Contractor has gained a good understanding of City's requirements pertaining to the Proposed System through Contractor's examination of City's existing systems which are to be replaced by the System, and the demonstrations, conversations, correspondence, and the Request for Proposal documents; and
4. Based on this in-depth understanding and combining it with Contractor's knowledge and experience with other municipal organizations, Contractor warrants that the proposed System has been sized to meet City's current needs and accommodate growth in the near future;

***NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:***

**Agreement Documents**

The documents forming the entire Agreement between City and Contractor shall consist of this Agreement including:

- Exhibit A - Scope of Services
  - Licensed Solution Alternative*
  - Hosted Solution Alternative*
- Exhibit B - Payment Schedule
- Exhibit C - Insurance Requirements
- Exhibit D - Definitions
- Exhibit E - Software License Agreement
- Exhibit F - Maintenance Agreement
- Exhibit G - Change Order Form
- Exhibit H - Confidentiality Agreement
- Exhibit I - Response to RFP

In the event any discrepancies or inconsistencies between the provisions of this Agreement and any of the above-referenced documents arise, the provisions of this Agreement will prevail. Notwithstanding the foregoing, the term of the License Agreement and the Maintenance Agreement shall be as provided in the respective agreements.

This Agreement and the Exhibits set forth above, contain all of the agreements, representations and understandings of the Parties hereto, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written. Any other terms or conditions included in any shrink-wrap or boot-screen license agreements, quotes, invoices, acknowledgments, bills of lading, or other forms utilized or exchanged by the Parties shall not be incorporated in this Agreement or be binding upon the Parties unless the Parties expressly agree in writing or unless otherwise provided for in this Agreement.

### **Term of Agreement**

The term of this Agreement is from \_\_\_\_\_ to \_\_\_\_\_, inclusive, subject to the provisions of Section \_\_\_\_\_. Notwithstanding the foregoing, the term of the License Agreement and the Maintenance Agreement shall be as provided in the respective agreements.

### **Scope of Services**

#### **SCOPE OF SERVICES**

Contractor agrees to perform the services set forth in the Scope of Work which is attached as Exhibit A hereto and incorporated as though fully set forth herein.

#### **CONTRACTOR'S SOFTWARE**

The terms of the licensing of the Software, including subsequent releases is licensed to City and shall be as set forth in the Software License Agreement (Exhibit E).

#### **NON- CONTRACTOR SOFTWARE**

Contractor shall procure, on City's behalf, the Third Party Software, pursuant to and in accordance with the license and maintenance agreements attached hereto as Exhibit E and F. City shall execute and deliver the license and maintenance agreements for the Third Party Software. City shall comply with the terms and conditions of such agreements, provided that Contractor may serve as City's agent for purposes of obtaining and implementing the items and services contemplated by such agreements. Contractor shall obtain from all suppliers of the equipment and the Third Party Software, all standard guarantees and warranties normally provided on all machinery, equipment, services, materials, supplies and other items used in connection with the performance of the Services, including all such machinery, equipment, materials and other items which are incorporated into the System. Contractor shall obtain from each such supplier guarantees and warranties which are assignable to City and which cover the Warranty Period and shall, upon request of City, obtain an option for City to purchase a guarantee or warranty from such suppliers covering a longer period than the Warranty Period if commercially available at City's expense. Contractor shall enforce all guarantees and warranties until such time as such guarantees or warranties expire or are, if applicable,

transferred to City as contemplated by this Section XX. Such guarantees and warranties shall, to the extent they have been made assignable, be transferred to City upon expiration or termination of this Agreement. Such guarantees and warranties shall, to the extent they have been extended, be transferred to City upon the earlier to occur of (1) the expiration of the Warranty Period, and (2) termination of this Agreement. Contractor shall, to the extent that a warranty or guaranty has been extended or made assignable to City pursuant to this Section 3, deliver to City copies of all such guarantees and warranties and relevant extracts from all related technical specifications. Nothing in this Section 3 shall derogate from the obligations of Contractor to provide the guarantees and warranties described in, and to comply with the provisions of this Agreement.

### **MAINTENANCE SERVICE**

After the warranty period, The terms of maintenance of the System shall be as set forth in the Maintenance Agreement (Exhibit F).

### **Standards of Service**

In connection with the performance of any Services pursuant to this Agreement:

### **NUMBER OF EMPLOYEES**

Contractor warrants it will provide sufficient employees to complete the Services ordered within the applicable time frames established pursuant to this Agreement. Furthermore, Contractor shall, at its expense, supply all tools, equipment and other materials necessary to perform the Services contemplated in this Agreement.

### **SKILL OF EMPLOYEES**

Contractor warrants that employees shall have sufficient skill, knowledge, and training to perform Services and that the Services shall be performed in a professional and workmanlike manner.

### **DUTY OF CONFIDENTIALITY**

All data, documents, discussions or other information developed or received by or for Contractor in performance of this Agreement are confidential and must not be disclosed to any person except as authorized by City, or as required by law. Contractor warrants that all employees utilized by Contractor in performing Services are under a written obligation to Contractor requiring the employee to maintain the confidentiality of information of City.

### **SECURITY AND SAFETY**

Contractor shall require employees providing Services at a City location to comply with applicable City security and safety regulations and policies. City may require each employee providing Services to undergo a background investigation, including, but not limited to a criminal records and fingerprint check. Contractor shall promptly replace any employee found to be unacceptable to City, in its discretion, on the basis of the results of a background investigation.

### **CONTRACTOR'S OBLIGATIONS TO EMPLOYEES**

Contractor shall provide for and pay the compensation of employees and shall pay all taxes, contributions, and benefits (such as, but not limited to, workers' compensation benefits) which an employer is required to pay relating to the employment of employees. City shall not be liable to Contractor or to any employee for Contractor's failure to perform its compensation, benefit, or tax obligations. Contractor shall indemnify, defend and hold City harmless from and against all such taxes, contributions and benefits and will comply with all associated governmental regulations, including the filing of all necessary reports and returns.

### **REPLACEMENT OF EMPLOYEES**

During the course of performance of Services, City may, for any or no reason, request replacement of an employee or a proposed employee. In such event, Contractor shall, within five (5) working days of receipt of such request from City, provide a substitute employee of sufficient skill, knowledge, and training to perform the applicable Services. If, within the first thirty (30) days after an employee's commencement of Services, City notifies Contractor (1) such employee's level of performance is unacceptable, (2) such employee has failed to perform as required, or (3) such employee, in City's sole opinion, lacks the skill, knowledge or training to perform at the required level, then City shall not be required to pay for Services provided by such employee during such period and Contractor shall refund to City all amounts paid for such employee's Services. If City requests replacement of an employee for the above-referenced reasons after such thirty (30) day time period, or at any time for a reason other than the reasons indicated above, City shall not be required to pay for, and shall be entitled to a refund of, any sums paid to Contractor for such employee's Services after the date of City's requested replacement of such employee.

## **Change Order Procedure and Authorization**

### **CHANGES**

Any changes to this Agreement after the Effective Date that relate to (i) the deletion of Products or Services, (ii) adding additional Products, or Services (iii) changing or modifying Products or Services, or (iv) making other changes that materially alter the scope of this Agreement or the Deliverables required under this Agreement, including approval of all performance and/or payment schedules shall be made by the Director of General Services in accordance with the procedures set forth below.

### **CONTRACT CHANGE REQUESTS**

Either party hereto may, from time to time, and at any time during the term hereof request a change, as defined in the above section. (The party requesting the change is hereinafter referred to as the "Requesting Party.") Requests for changes shall be in writing and shall be addressed and delivered to the other party. Such writing shall be identified as a "Contract Change Request," shall carry a sequential number for ease of tracking, shall set forth in detail the nature of the change requested and the costs associated therewith, and shall identify the Products, Services, Deliverables or Schedules to be changed.

## **PROCEDURES**

As soon as practical after receipt by the notified party of copies of the Request, the parties shall as necessary meet to discuss the change and to ascertain its cost and schedule impacts, if any.

## **CHANGE ORDERS**

If the parties decide to implement a change request, a standard form Change Order ("CO") shall be prepared in a form substantially similar to the form attached hereto as Exhibit G, which CO shall describe the change, delineate the cost, schedule, and other impacts of the change and the payment terms for any price increase. Only City's Director of General Services and Contractor's Authorized Representative shall have authority to execute CO's to this Agreement. Execution of a CO by City's Director of General Services and Contractor's Authorized Representative shall constitute a modification hereof and shall be binding on both parties hereto.

## **Compensation**

City shall pay Contractor an amount not to exceed \$            for Contractor's services and reimbursable expenses, if any. The terms, rate and schedule of payment are set forth in the attached Exhibit B, entitled "Payment Schedule."

## **Taxes and Charges**

Contractor shall be responsible for payment of all taxes, fees contributions or charges applicable to the conduct of Contractor's business.

## **System Acceptance**

Upon completion of final installation City and Contractor shall conduct an Acceptance Test upon the System. The criteria for the Acceptance Test shall be as set forth in the Scope of Services (Exhibit A). System Acceptance will occur upon successful completion of the Acceptance Tests described in the Acceptance Test Plan. When System Acceptance occurs, the parties will memorialize this event by promptly executing a System Acceptance Certificate.

If, in the discretion of City, the System does not meet the requirements of the Acceptance Test specifications, City may (1) permit Contractor to repair or replace the System so that the same meets the Acceptance Test specifications in all material respects, all at no additional expense to City, or (2) return the System to Contractor, at Contractor's expense and without liability to City, and any amounts paid by City for the System shall be promptly refunded by Contractor to City. All warranties shall become effective and begin to run upon the successful completion of the Acceptance Test.

Payment for any part or parts of the System or Services provided hereunder, or inspection or testing thereof by City, shall not constitute acceptance or relieve Contractor of its obligations under this Agreement. City may inspect the components of the System when delivered and reject upon notification to Contractor any and all the System which does not conform to the Specifications or other requirements of this Agreement. Components of the System which are rejected shall be promptly corrected, repaired, or replaced by Contractor in accordance with

Contractor's warranty obligations under this Agreement, such that the System conforms to the warranties, Specifications and the other requirements of this Agreement. If City receives components of the System with defects or nonconformities not reasonably apparent on inspection, then City reserves the right to require prompt correction, repair, or replacement by Contractor in accordance with Contractor's warranty obligations under this Agreement following the discovery of such defect or nonconformity.

## **Representations and Warranties**

### **EQUIPMENT WARRANTY**

Contractor warrants that equipment under normal use and service will be free from defects in material and workmanship for the applicable warranty period. The warranty period shall be one (1) year from the date Final System Acceptance. If City claims that equipment is non-conforming, City shall (1) promptly notify Contractor in writing of the basis of such nonconformity; (2) follow Contractor's instructions for return of the equipment; and (3) return the equipment freight prepaid to Contractor's designated location. Contractor shall at its own expense, repair or replace all defective the equipment.

### **CONTRACTOR SOFTWARE WARRANTY**

Unless otherwise stated in the Software License Agreement, for one (1) year from the date of Final System Acceptance. Contractor warrants the Contractor Software in accordance with the terms of the Software License Agreement and the provisions of this Section applicable to the Contractor Software.

### **WARRANTY AGAINST INFRINGEMENT**

Contractor warrants that the Software does not violate or infringe upon any patent, copyright, trade secret, or other proprietary rights of any other person or entity. Contractor agrees to hold the City harmless from any liability and to defend and indemnify the City, at Contractor's sole expense, in the event that a claim is filed or a suit is brought against City or any of its officers, employees, or authorized agents, for the use of the Software due to a patent or copyright infringement by the Software. Contractor further agrees that if the Software is found to be infringing, Contractor will, within one (1) year:

1. Modify the Software, at Contractor's expense, so it becomes non-infringing, or
2. Replace the infringing Software with equal non-infringing Software, at Contractor's expense, or
3. Procure, at Contractor's expense, the necessary licenses for the City to continue using the Software.

### **OPERABILITY**

Contractor warrants that the Software does not contain any timers, counters, or preprogrammed devices that will cause the Software to become erased, inoperable, or incapable of processing in the manner as documented in the contract documents specified.

## **UPGRADES**

Contractor agrees to maintain the Software to operate on all compatible upgrades of the hardware product line and operations system used by City and specified in the License Agreement.

## **WARRANTY CLAIMS**

Before the expiration of the warranty period, City must notify Contractor in writing if Equipment or Contractor Software does not conform to these warranties. Upon receipt of such notice, Contractor will investigate the warranty claim. If this investigation confirms a valid warranty claim, Contractor will (at its option and at no additional charge to City) repair the defective Equipment or Contractor Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Contractor Software. Such action will be the full extent of Contractor's liability hereunder. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Contractor.

## **Termination**

### **TERMINATION FOR CONVENIENCE**

City shall have the right to terminate this Agreement, without cause, by giving not less than thirty (30) days' written notice of termination.

### **TERMINATION FOR DEFAULT**

If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice.

### **TERMINATION AUTHORITY**

The Director of General Services ("Director") is empowered to terminate this Agreement on behalf of City.

### **CONSEQUENCES OF TERMINATION**

In the event of termination, Contractor shall deliver to City copies of all reports, documents, and other work performed by Contractor under this Agreement, and upon receipt thereof, City shall pay Contractor for services performed and reimbursable expenses incurred to the date of termination.

## **Indemnification**

Contractor shall defend, indemnify and hold harmless City, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this Agreement due to the willful or negligent acts (active or passive) or omissions by Contractor's officers, employees or agents. The acceptance of said services and duties by City shall not operate as a waiver of such right of indemnification.

## **Ownership and Control of the Data**

All reports, documents or other materials developed or discovered by Contractor or any other person engaged directly or indirectly by Contractor to perform Contractor's services are City's property without restriction or limitation upon their use.

The City shall maintain ownership and control of the data throughout the Agreement period. Contractor shall have the right to use the data solely to perform services under the Agreement with the City. Contractor may not use the data, a subset of the data, and/or a summary of the data, or, cause or permit the data, a subset and/or a summary, to be used by any third party, outside the scope of the Agreement without the express written consent of the City. Contractor shall provide City with a copy of the data in a mutually agreed upon format at regular intervals and at such additional times as the City deems appropriate. Contractor warrants that throughout all operational and maintenance activities the accuracy of the database will be preserved.

### **Insurance Requirements**

Contractor agrees to have and maintain the policies set forth in Exhibit E, entitled "Insurance Requirements," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of San Jose as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Contractor agrees to provide City with a copy of said policies, certificates and/or endorsements before work commences under this Agreement.

### **Waiver**

Contractor agrees that City's waiver of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision. City's acceptance of the performance of any of Contractor's services will not be a waiver of any provision of this Agreement.

### **Independent Contractor**

Contractor, in the performance of this Agreement, is an independent contractor. Contractor shall maintain complete control over all of Contractor's employees, any subcontracting subcontractors, and Contractor's operations. Neither Contractor nor any person retained by Contractor may represent, act, or purport to act as the agent, representative or employee of City. Neither Contractor nor City is granted any right or authority to assume or create any obligation on behalf of the other.

### **Compliance with Laws**

Contractor shall comply with all applicable laws, ordinances, codes and regulations (collectively, "laws") of the federal, state and local governments, including without limitation, any and all laws specified elsewhere in this Agreement.

### **Conflict of Interest**

Contractor shall avoid all conflict of interest or the appearance of conflict of interest in performance of this Agreement.

### **Nondiscrimination**

Contractor agrees that there shall be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of this Agreement.

### **Gifts**

#### **PROHIBITION ON GIFTS**

Contractor acknowledges that Chapter 12.08 of the San Jose Municipal Code prohibits City's officers and designated employees from accepting gifts as defined in Chapter 12.08.

#### **NO OFFER**

Contractor agrees not to offer any City officer or designated employee any gift prohibited by Chapter 12.08.

#### **BREACH OF AGREEMENT**

Contractor's offer or giving of any gift prohibited by Chapter 12.08 will constitute a material breach of this Agreement. In addition to any other remedies City may have in law or equity, City may terminate this Agreement for such breach as provided in Section \_\_\_\_ of this Agreement.

### **Disqualification of Former Employees**

Contractor is familiar with Chapter 12.10 of the San Jose Municipal Code ("Revolving Door Ordinance") relating to the disqualification of City's former officers and employees in matters which are connected with their former duties or official responsibilities. Contractor shall not utilize either directly or indirectly any officer, employee, or agent of Contractor to perform services under this Agreement, if in the performance of such services, the officer, employee, or agent would be in violation of the Revolving Door Ordinance.

### **Contractor's Books and Records**

#### **MAINTENANCE DURING TERM**

Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement.

### **MAINTENANCE AFTER TERM**

Contractor shall maintain all documents which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

### **INSPECTION**

Any documents required to be maintained pursuant to this Agreement must be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Contractor shall provide copies of such documents to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

### **CUSTODY OF RECORDS**

Where City has reason to believe that any of Contractor's documents relating to this Agreement may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the Contractor's documents be given to City and that these documents be maintained in City Hall. City agrees to grant access to Contractor's documents to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

## **Assignability**

The parties agree that the expertise and experience of Contractor are material considerations for this Agreement. Unless specifically authorized by this Agreement, Contractor may not assign the performance of any obligation or interest under this Agreement without the prior written consent of City. Any attempt by Contractor to assign this Agreement, in violation of this Section, will be voidable at City's sole option.

## **Subcontractors**

### **AUTHORIZED SUBCONTRACTORS**

Notwithstanding Section \_\_\_\_\_ and Section \_\_\_\_\_, Contractor may use designated subcontractors approved in advance by City in performing Contractor's services. Contractor must obtain City's prior written consent in order to change or add subcontractors. Contractor shall be responsible for directing the work of the approved subcontractors and for any compensation due to subcontractors. City assumes no responsibility whatsoever concerning such compensation.

### **COMPLIANCE WITH AGREEMENT**

Contractor shall ensure that Contractor's subcontractors comply with this Agreement. At City's request, Contractor shall require any or all of Contractor's subcontractors to sign an agreement with Contractor requiring compliance with this Agreement.

## **Governing Law**



**HEADINGS**

The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

**AUTHORITY OF CITY MANAGER**

Where this Agreement requires or permits City to act and no officer of the City is specified, City's Manager or the designated representative of City's Manager has the authority to act on City's behalf.

APPROVED AS TO FORM:

\_\_\_\_\_  
Senior Deputy City Attorney

City of San José  
a municipal corporation

By \_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_

A \_\_\_\_\_  
  
By \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A  
SCOPE OF SERVICES**

**LICENSED SOLUTION OPTION**

**PROJECT OVERVIEW**

The Contractor, over the course of \_\_\_\_\_ months, shall develop and implement for the Integrated Waste Management and Municipal Water System divisions of the City of San José's Environmental Services Department an integrated Customer Information System (Utility Billing / Customer Service) and Partner Relationship Management to support the Department's billing and customer management, and City / hauler / landfill partnership management activities.

The Contractor shall install \_\_\_\_\_ and \_\_\_\_\_ as the core system(s) and shall provide configuration and customization to meet all the requirements of the final system. Customization of the system shall not interfere with the ability to install future upgrades. Contractor shall begin with installation of the core system, and develop a detailed gap analysis and specifications of additional functionality and modules needed to meet CUSP requirements. Contractor shall be responsible for all installation, testing, data migration, training, and documentation needed to

implement the system at City's site. Contractor shall also provide one year of support and maintenance service following successful acceptance testing of the complete system.

The City shall provide the following during the project:

- City Project Management Team, which will include both program and technical staff. The City Project Manager will serve as the primary point of contact for the Contractor.
- All desktop workstations and system servers for implementation of the system
- Configuration of operating system and network for SYSTEM servers
- Software and Hardware for System backup and disaster recovery
- Training facility to accommodate computer training for at least nine students and one instructor.

### **PROJECT MANAGEMENT**

#### **6.1.1 THE CONTRACTOR SHALL PROVIDE A PROJECT MANAGEMENT TEAM FOR THE DURATION OF THE CONTRACT TO MANAGE AND OVERSEE IMPLEMENTATION.**

**6.1.1.1 The Contractor shall provide a local, dedicated Project Manager with sole responsibility for the CUSP project who will serve as the primary point of contact for the City and who will be responsible for developing the Project Plan, outlining major milestones, work tasks and schedules.**

**6.1.1.2 The Project Team staff are understood to consist of the following:**

- |           |                             |
|-----------|-----------------------------|
| 6.1.1.2.1 | Project Manager_____        |
| 6.1.1.2.2 | Engagement Manager_____     |
| 6.1.1.2.3 | Contract Administrator_____ |
| 6.1.1.2.4 | Technical Lead_____         |

**6.1.1.3 Any change to the staffing of the Project Team must be approved in writing by the City's Project Manager.**

**6.1.2 CONTRACTOR SHALL PREPARE A PROJECT PLAN, TO BE APPROVED BY THE CITY'S PROJECT MANAGER IN ACCORDANCE WITH SECTION 3.1 OF RFP.**

6.1.2.1 Project Plan will include:

- Outline of major project milestones;
- Work Breakdown Structure (WBS), to include all phases as second level and major activities as third level with work locator numbers and work packages, with an option to include tasks and subtasks;
- Project Timeline,
- Project Status Tracking process;
- Project Quality Assurance policies; and
- Resource Risk Management Plan, which identifies project risks and responses.

**6.1.3 CONTRACTOR SHALL WORK WITH CITY TO MANAGE PROJECT TO DEVELOP AND IMPLEMENT CUSP IN ACCORDANCE WITH THE FOLLOWING PROJECT MANAGEMENT REQUIREMENTS:**

**6.1.3.1 Contractor shall track project scope and deliverables. Any potential out of scope items must follow the provisions in Section XX: Change Orders.**

**6.1.3.2 Contractor shall submit formal, written weekly status reports. Weekly status reports shall include an updated Project Task List, a summary of project status, a summary of outstanding issues, and a list of projected accomplishments for the next 14 days.**

6.1.3.2.1 The CUSP Project Manager shall approve weekly status reports.

6.1.3.2.2 Contractor shall prepare a monthly progress report for the CUSP Steering Committee.

**6.1.3.3 Contractor shall attend on-site meetings as requested by City.**

**6.1.3.3.1.1.1 Deliverables:**

- 1-A: Project Plan
- 1-B: Monthly Status Reports
- 1-C: Weekly Progress Report

## **SYSTEM DESIGN**

**6.1.4 CONTRACTOR SHALL IMPLEMENT \_\_\_\_\_ AND \_\_\_\_\_ AS THE CORE SYSTEM FOR CUSP.**

**6.1.5 CONTRACTOR SHALL PERFORM A GAP ANALYSIS BETWEEN THE CORE SYSTEM AND THE REQUIRED FUNCTIONALITY FOR CUSP.**

**6.1.5.1** Preceding Gap Analysis sessions with City, Contractor shall provide a draft Gap Analysis Report, based on the requirements in Section 3.0 of the RFP, “Specifications and Requirements”.

**6.1.6 CONTRACTOR SHALL PROVIDE A GAP ANALYSIS REPORT, TO BE APPROVED BY THE CITY’S PROJECT MANAGER, WHICH WILL PROVIDE THE FOLLOWING:**

- a. Description of the system requirements and the “models” to support the project implementation
- b. Identification of the functional “gap” between \_\_\_\_\_ and the required system (Section 3.0 of RFP)
- c. Detailed specifications of additional functionality/modules required for CUSP (Section 3.0 of RFP)
- d. Detailed specifications of the external data interface requirements and the recommended approach

**6.1.7 CONTRACTOR SHALL PROVIDE A CUSTOMIZATION PLAN, TO BE APPROVED BY THE CITY’S PROJECT MANAGER, THAT SPECIFIES THE APPROACH FOR DEVELOPING AND IMPLEMENTING THE CUSTOMIZATION AND INTERFACE MODULES IDENTIFIED THROUGH THE GAP ANALYSIS.**

**6.1.7.1.1.1.1 Deliverables:**

- 2-A: Gap Analysis Report
- 2-B: Customization Plan (IF NEEDED)

## **CUSTOMIZATION (IF NEEDED)**

### **SYSTEM DEVELOPMENT**

**6.1.8 CONTRACTOR SHALL DEVELOP CUSTOMIZED MODULES IDENTIFIED IN THE CUSTOMIZATION PLAN. THE CUSTOMIZATION WILL FULLY INTEGRATE THE NEW MODULES INTO THE CORE SYSTEM SO THAT THE FINAL SYSTEM IS FULLY SUPPORTED BY THE CONTRACTOR IN FUTURE RELEASES.**

**6.1.9 CONTRACTOR SHALL ENHANCE ITS CORE SYSTEM TO MEET OR EXCEED THE FUNCTIONALITY DETAILED IN SECTION 3.2 AND 3.4 OF THE RFP, ACCORDING TO THE PHASES SPECIFIED IN THE CUSTOMIZATION PLAN.**

### **INSTALLATION**

**6.1.10 CONTRACTOR SHALL PREPARE ALL INSTALLATION PROCEDURES AND PROVIDE DOCUMENTATION TO CITY BEFORE INSTALLATION AT CITY'S SITE.**

**6.1.11 CONTRACTOR SHALL FOLLOW DOCUMENTED INSTALLATION PROCEDURES WHILE PERFORMING INSTALLATIONS AT CITY'S SITE.**

**6.1.12 CONTRACTOR SHALL PERFORM THE FOLLOWING INSTALLATIONS AND CONFIGURATION OF SOFTWARE AND HARDWARE AT THE CITY'S SITE:**

**6.1.13 ALL HARDWARE AND SOFTWARE REQUIRED TO CONDUCT THE GAP ANALYSIS AND ON TEST SERVER(S)**

6.1.13.1.1 \_\_\_\_\_ and \_\_\_\_\_ software on \_\_\_\_\_ hardware

6.1.13.1.2 \_\_\_\_\_ application server

6.1.13.1.3 \_\_\_\_\_ web server

6.1.13.1.4 All customized software, modules, and interfaces in both test and production environment

6.1.13.1.5 \_\_\_\_\_ server

6.1.13.1.6 \_\_\_\_\_ client software

6.1.13.1.7 peripherals integration and customization

**6.1.14 CONTRACTOR SHALL INSURE THAT CITY STAFF PARTICIPATES IN AND OVERSEES ALL INSTALLATIONS AND CONFIGURATION OF SOFTWARE AND HARDWARE AT THE CITY'S SITE.**

**6.1.15 CONTRACTOR SHALL DOCUMENT ALL ANOMALIES DISCOVERED DURING INSTALLATION AND INCORPORATE INTO FINAL SYSTEM INSTALLATION DOCUMENTATION.**

#### TESTING PLAN

**6.1.16 CONTRACTOR SHALL PROVIDE A TESTING PLAN, TO BE APPROVED BY THE CITY'S PROJECT MANAGER, FOR EACH PHASE AS SPECIFIED IN THE CUSTOMIZATION PLAN. THE TESTING PLAN SHALL INCLUDE METHOD OF REPORTING TEST RESULTS AND RESPONDING TO TEST FAILURES, A TEST CASE MATRIX LINKING CUSP REQUIREMENTS TO TEST CASES, AND A DESCRIPTION OF WHAT TOOLS WILL BE USED FOR ISSUE MANAGEMENT.**

#### SYSTEM TESTING

**6.1.17 CONTRACTOR SHALL PERFORM THE FOLLOWING MINIMUM LEVELS OF TESTING:**

- 1.0 Application – Contractor shall demonstrate to City that all functional requirements for each phase have been met and all user interfaces respond properly.**
- 2.0 Modular – Contractor shall demonstrate to City that new modules have been tested and integrate with the core system and all previous modules.**
- 3.0 Regression – Contractor shall demonstrate to City that all previous customized software continues to function after new modules have been integrated. All new functionality shall not inhibit the use of any previously integrated feature or corrupts the database.**
- 4.0 Data Migration – Contractor shall demonstrate to City that all migrated data has been imported, populates the proper tables in CUSP, can be accessed as if it were normal data, and does not interfere with data integrity.**
- 5.0 System Response – Meet requirements of Section 3.2.5 of RFP**
- 6.0 Platform – Contractor shall demonstrate to City that the application functions properly on the following platforms: \_\_\_\_\_, \_\_\_\_\_ operating system application server and web server, Windows NT Workstation and Windows 2000 Professional operating system workstations, or later version.**
- 7.0 Stress – Contractor shall demonstrate to City that system will perform adequately even if multiple users are performing the same transactions against the same data.**
- 8.0 Security – Contractor shall demonstrate to City that access to data and application functionality is correctly restricted by role as specified in the Customization Plan.**
- 9.0 Backup and Recovery - Contractor shall demonstrate to City that the backup/recovery plan developed by the Contractor will successfully backup the CUSP database and restore the database to full operation.**
- 10.0 Disaster Recovery – Contractor shall demonstrate to City that the CUSP database can recover from an unscheduled termination to the point when it was last operational.**
- 11.0 Usability – Contractor shall demonstrate to City that navigation through the application property reflects business functions and requirements as stated in Section 3.2 and 3.4 of RFP.**
- 12.0 Input/Boundary – Contractor shall demonstrate to City that system will validate input such that no invalid, duplicate, or incomplete data will be allowed into the system.**

**6.1.18 CONTRACTOR SHALL TEST EACH BUSINESS PROCESS AND REQUIREMENT (IN SECTION 3.0 OF RFP, “SPECIFICATIONS AND REQUIREMENTS”) RELATING TO EACH PHASE.**

**6.1.19 TO THE MAXIMUM EXTENT POSSIBLE, DATA USED FOR PHASED TESTING WILL BE CREATED WITH SCRIPT FILES.**

**6.1.20 CONTRACTOR SHALL DEMONSTRATE TO THE CITY THAT THEY HAVE PERFORMED BOTH WHITE-BOX AND BLACK-BOX TESTING OF EACH PHASE OR MODULE PRIOR TO INSTALLATION AND TESTING AT CITY'S SITE.**

**TEST RESULTS**

**6.1.21 ALL TEST RESULTS WILL BE DOCUMENTED AND ARCHIVED TO ENSURE THAT TESTING SCENARIOS CAN BE USED IN THE FUTURE.**

**6.1.22 CONTRACTOR SHALL SUPPLY CITY WITH ALL TEST RESULTS.**

**6.1.23 AFTER INSTALLATION AT CITY'S SITE (SEE INSTALLATION), EACH PHASE WILL BE BLACK-BOX TESTED BY CITY.**

**RESPONSE TO TEST FAILURES**

**6.1.24 CITY WILL CONDUCT BLACK-BOX TESTING AFTER EACH PHASE IS INSTALLED AT CITY'S SITE. ANY ISSUES DISCOVERED DURING BLACK-BOX TESTING SHALL BE RESOLVED BASED ON THE FOLLOWING CRITERIA:**

Incident Level	Description	Definition	Maximum Resolution Time
1	Major Error without Workaround	Abnormal termination that cannot be bypassed Major numerical errors Data corruption Unimplemented requirements	24 hr
2	Major Error with Workaround	Abnormal termination that can be bypassed Small numerical errors Minor failures implementing requirements	48 hr
3	Cosmetic Error	Formatting; Description; Display Message	96 hr

**6.1.24.1.1.1.1 Deliverables:**

- 3-A: Development of Customization, by Module
- 3-B: System Installation
- 3-C: Installation Documentation
- 3-D: Testing Plan
- 3-E: Completed System Testing
- 3-F: Test Results
- 3-G: Responses to test failures

## **DATA MIGRATION**

**6.1.25 CONTRACTOR SHALL PROVIDE A DATA MIGRATION PLAN, TO BE APPROVED BY THE CITY'S PROJECT MANAGER, WHICH OUTLINES DATASETS TO BE CONVERTED, SPECIFIES ANY DATA NOT CURRENTLY TRACKED ELECTRONICALLY BY CITY, AND DESCRIBES THE TESTING AND REPORTING PLAN TO BE USED FOR MIGRATION.**

**6.1.26 CONTRACTOR SHALL PERFORM THE MIGRATION OF DATA FROM EXISTING SYSTEMS TO CUSP AS DESCRIBED IN SECTION 3.6.2 OF RFP.**

**6.1.26.1 The migration of data from the current systems shall not impact availability of the current systems.**

**6.1.26.2 Migration shall include existing data from the SOCRATES, IRIS, and \_\_\_\_\_ databases and selected small MS Excel or MS Access databases. These databases are described in Section 6.2 of the RFP.**

**6.1.26.3 Migration shall include data not currently collected electronically. The City shall provide such data in an electronic format acceptable to the Contractor.**

**6.1.26.4 Contractor shall develop script files, programs, or other tools to complete the data migration**

**6.1.26.5 Contractor shall test data after migration and provide a Data Migration Test Report, to be approved by the City's Project Manager.**

**6.1.26.5.1.1.1 Deliverables:**

5-A: Data Migration Plan

5-B: Completed Data Migration

5-C: Data Migration Test Report

**ACCEPTANCE TESTING**

- 6.1.27 CONTRACTOR SHALL PROVIDE A FINAL SYSTEM TESTING PLAN TO BE APPROVED BY THE CITY’S PROJECT MANAGER. TEST PLAN SHALL INCLUDE THE COMPONENTS SPECIFIED IN SECTION 3.5 OF RFP.**
- 6.1.28 CONTRACTOR SHALL DEMONSTRATE TO CITY THAT FINAL SYSTEM HAS BEEN WHITE-BOX AND BLACK-BOX TESTED AND PROVIDE FINAL TESTING RESULTS TO CITY.**
- 6.1.29 CONTRACTOR SHALL FOLLOW DOCUMENTED INSTALLATION PROCEDURES WHILE PERFORMING FINAL INSTALLATION ON PRODUCTION SERVER(S) AT CITY’S SITE.**
- 6.1.30 CONTRACTOR SHALL DOCUMENT ALL ANOMALIES DISCOVERED DURING INSTALLATION AND INCORPORATE INTO FINAL SYSTEM INSTALLATION DOCUMENTATION AND PROVIDE TO CITY.**
- 6.1.31 THE CITY WILL PERFORM FINAL BLACK-BOX SYSTEM TESTING TO VERIFY EACH BUSINESS PROCESS AND REQUIREMENT (AS SPECIFIED IN SECTION 3.0 OF RFP) USING TEST CASES TO DETERMINE THAT ALL CUSTOMIZATION HAS BEEN COMPLETED PROPERLY, THE APPLICATION PERFORMS AS EXPECTED, AND MEETS THE NEEDS OF THE CITY.**
- 6.1.32 ANY ISSUES DISCOVERED DURING FINAL BLACK-BOX TESTING SHALL BE RESOLVED BASED ON THE FOLLOWING CRITERIA:**

**6.1.33**

Level	Description	Definition	Maximum Resolution Time
1	Major Error without Workaround	Abnormal termination that cannot be bypassed Major numerical errors Data corruption Unimplemented requirements	2 days
2	Major Error with Workaround	Abnormal termination that can be bypassed Small numerical errors Minor failures implementing requirements	1 week
3	Cosmetic Error	Formatting Description Display Message	2 weeks

**6.1.33.1.1.1.1 Deliverables:**

- 6-A: Final System Testing Plan
- 6-B: Final System Testing Results
- 6-C: Final System Installation Documentation
- 6-D: Completed and Approved Testing

## **TRAINING**

**6.1.34 CONTRACTOR SHALL PROVIDE A TRAINING PLAN, THAT MEETS ALL THE REQUIREMENTS SPECIFIED IN SECTION 3.8 OF THE RFP.**

**6.1.35 CONTRACTOR SHALL BE RESPONSIBLE FOR CONDUCTING TRAINING SESSIONS, PROVIDING ALL TRAINING MATERIALS, AND SET UP OF TRAINING FACILITY SITE.**

**6.1.35.1 Contractor shall use (CITY LOCATION) for training which accommodates at least 9 students or provide alternate site at no additional cost to City.**

**6.1.36 CONTRACTOR SHALL PROVIDE SYSTEM TRAINING FOR TWO PEOPLE TO BE FULLY TRAINED AS SYSTEM ADMINISTRATORS WITH A COMPLETE UNDERSTANDING OF THE ALL SYSTEM CAPABILITIES AND FUNCTIONALITIES. SYSTEM ADMINISTRATORS MUST AT MINIMUM BE ABLE TO ADD/DELETE USERS AND ROLES, SPECIFY SECURITY LEVELS, BACKUP AND RESTORE DATA, AND MAKE CHANGES TO THE APPLICATION FUNCTIONALITY INCLUDING ADDING/EDITING FORMS, REPORTS, BUSINESS RULES, WORKFLOW, ETC.**

**6.1.36.1 Contractor shall provide technical system and database training to the City's MIS staff at an early stage of the project so that City staff has sufficient knowledge to actively participate in every stage of the Project. This training component is expected to be a separate two-day session.**

**6.1.37 CONTRACTOR SHALL PROVIDE ON-SITE TRAINING FOR ALL FINANCIAL STAFF, PROGRAM STAFF, AND MANAGERS FOR ALL FUNCTIONALITY OF THE APPLICATION APPROPRIATE TO THEIR USER CLASS INCLUDING BUT NOT LIMITED TO THE USE OF FIELD DEVICES, CUSTOMER MAINTENANCE, INSPECTION REPORTING, PERMIT GENERATION, ISSUANCE OF ENFORCEMENT ACTIONS, ENFORCEMENT MANAGEMENT, AND PROGRAM OVERSIGHT.**

**6.1.38 CONTRACTOR SHALL PROVIDE ON-SITE TRAINING FOR CUSTOMER SERVICE REPRESENTATIVES, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO CALL INTAKE HANDLING, QUERYING AND ENTERING DATA, AND GENERATING REPORTS.**

**6.1.39 CONTRACTOR SHALL PROVIDE ON-SITE TRAINING FOR UP TO NINE (9) (STAFF TO BE TRAINED AS POWER USERS. THIS TRAINING SHALL INCLUDE BUT NOT BE LIMITED TO DEVELOPING IN-HOUSE, AD-HOC REPORTS; SYSTEM CONFIGURATION; AND MAINTENANCE OF REFERENCE TABLES.**

**6.1.40 CONTRACTOR SHALL PROVIDE REMEDIAL TRAINING SESSION TO OFFER INTERESTED STAFF ADDITIONAL INSTRUCTION IN FUNCTIONALITY OF CUSP.**

**6.1.40.1.1.1.1 Deliverables:**

7-A: Training Plan

7-B: Completed Training

## **SYSTEM DOCUMENTATION**

Contractor shall provide documentation (hardcopy and electronic) relating to the new system including (Refer to Section 3.7 of RFP)

### **6.1.40.1.1.1.1.2 Deliverables:**

- 8-A: (All Documentation specified in Section 3.7 of RFP)
- 8-A1:
- 8-B:
- 8-C:
- 8-D:

## **FINAL SYSTEM ACCEPTANCE**

### **6.1.41 SYSTEM MUST BE IN FULL PRODUCTION FOR \_\_\_\_\_ DAYS PRIOR TO FINAL SYSTEM ACCEPTANCE.**

### **6.1.42 CONTRACTOR SHALL PROVIDE \_\_\_\_\_ USER LICENSES FOR \_\_\_\_\_.**

### **6.1.43 CONTRACTOR SHALL PROVIDE \_\_\_\_\_ USER LICENSES FOR \_\_\_\_\_.**

### **6.1.44 CONTRACTOR SHALL DELIVER ALL CUSTOM DEVELOPED SOURCE CODE AND PROGRAM PRODUCTS.**

**6.1.44.1 Customized modules are those developed or created for the purpose of the CUSP application and are developed as separate executables that are physically separate from the core system. All customized software modules are considered to be work-for-hire by Contractor and as such shall be owned by City.**

**6.1.44.2 Customized functions embedded in the core system and not as part of a customized module will remain the property of the Contractor.**

**6.1.44.3 During implementation, City and Contractor shall designate which customizations are to be completed as modules and which are to be completed as functions embedded in the core system.**

### **6.1.44.3.1.1.1.1 Deliverables:**

- 9-A: \_\_\_\_\_ licenses
- 9-B: \_\_\_\_\_ licenses
- 9-C: Documented Source Code

## **MAINTENANCE**

### **6.1.45 CONTRACTOR SHALL PROVIDE POST IMPLEMENTATION SUPPORT FOR ONE YEAR FOLLOWING THE GO-LIVE DATE. FOLLOWING THE ONE-YEAR POST-IMPLEMENTATION SUPPORT PERIOD, THE CONTRACTOR AND THE CITY SHALL IMPLEMENT THE TERMS OF THE MAINTENANCE AGREEMENT (EXHIBIT F AND REFER TO SECTION 3.9 OF RFP). THIS AGREEMENT SHALL INCLUDE ON-SITE TECHNICAL SUPPORT, PHONE SUPPORT, AND EMAIL SUPPORT. CONTRACTOR**

**SHALL PROVIDE SOFTWARE UPDATES INCLUDING INSTALLATION AND TRAINING, TROUBLESHOOTING AND HELP WITH ANY RECOVERY OPERATIONS. SERVICES SHALL BE AS DESCRIBED IN EXHIBIT F AND SHALL BE FOR THE ANNUAL PRICE SHOWN IN EXHIBIT B.**

Term of the Maintenance Agreement shall be from the Go-Live date for a maximum of ten years, at the City's option.

**CHANGE ORDERS**

Any changes shall be approved in writing by the City's Project Manager in accordance with Section XX: Change Orders.

## **EXHIBIT A SCOPE OF SERVICES**

### **HOSTED SOLUTION OPTION**

#### **PROJECT OVERVIEW**

The Contractor, over the course of \_\_\_\_\_ months, shall develop and implement for the Integrated Waste Management and Municipal Water System divisions of the City of San José's Environmental Services Department an integrated Customer Information System (Utility Billing / Customer Service) and Partner Relationship Management to support the Department's billing and customer management, and City / hauler / landfill partnership management activities.

The Contractor shall install \_\_\_\_\_ and \_\_\_\_\_ as the core system(s) and shall provide configuration and customization to meet all the requirements of the final system. Customization of the system shall not interfere with the ability to install future upgrades. Contractor shall begin with installation of the core system, and develop a detailed gap analysis and specifications of additional functionality and modules needed to meet CUSP requirements. Contractor shall be responsible for all installation, testing, data migration, training, and documentation needed to implement the system at City's site. Contractor shall also provide one year of support and maintenance service following successful acceptance testing of the complete system.

The City shall provide the following during the project:

- City Project Management Team, which will include both program and technical staff. The City Project Manager will serve as the primary point of contact for the Contractor.
- All desktop workstations and system servers for implementation of the system.
- Configuration of operating system and network for SYSTEM servers.
- Software and Hardware for System backup and disaster recovery.
- Training facility to accommodate computer training for at least nine students and one instructor.

#### **PROJECT MANAGEMENT**

##### **6.1.46 THE CONTRACTOR SHALL PROVIDE A PROJECT MANAGEMENT TEAM FOR THE DURATION OF THE CONTRACT TO MANAGE AND OVERSEE IMPLEMENTATION.**

**6.1.46.1 The Contractor shall provide a local, dedicated Project Manager with sole responsibility for the CUSP project who will serve as the primary point of contact for the City and who will be responsible for developing the Project Plan, outlining major milestones, work tasks and schedules.**

**6.1.46.2 The Project Team staff are understood to consist of the following:**

- |                      |                              |
|----------------------|------------------------------|
| 6.1.46.2.1           | Project Manager _____        |
| 6.1.46.2.2           | Engagement Manager _____     |
| 6.1.46.2.3           | Contract Administrator _____ |
| Technical Lead _____ |                              |

**6.1.46.3 Any change to the staffing of the Project Team must be approved in writing by the City's Project Manager.**

**6.1.47 CONTRACTOR SHALL PREPARE A PROJECT PLAN, TO BE APPROVED BY THE CITY'S PROJECT MANAGER IN ACCORDANCE WITH SECTION 3.1 OF RFP.**

6.1.47.1 Project Plan will include:

6.1.47.1.1 Outline of major project milestones;

6.1.47.1.2 Work Breakdown Structure (WBS), to include all phases as second level and major activities as third level with work locator numbers and work packages, with an option to include tasks and subtasks;

6.1.47.1.3 Project Timeline,

6.1.47.1.4 Project Status Tracking process;

6.1.47.1.5 Project Quality assurance policies

6.1.47.1.6 Resource Risk Management Plan, which identifies project risks and responses

**6.1.48 CONTRACTOR SHALL WORK WITH CITY TO MANAGE PROJECT TO DEVELOP AND IMPLEMENT CUSP IN ACCORDANCE WITH THE FOLLOWING PROJECT MANAGEMENT REQUIREMENTS:**

**6.1.48.1 Contractor shall track project scope and deliverables. Any potential out of scope items must follow the provisions in Exhibit G: Change Orders.**

**6.1.48.2 Contractor shall submit formal, written weekly status reports. Weekly status reports shall include an updated Project Task List, a summary of project status, a summary of outstanding issues, and a list of projected accomplishments for the next 14 days.**

6.1.48.2.1 The CUSP Project Manager shall approve weekly status reports.

6.1.48.2.2 Contractor shall prepare a monthly progress report for the CUSP Steering Committee.

**6.1.48.3 Contractor shall attend on-site meetings as requested by City.**

**6.1.48.3.1.1.1 Deliverables:**

1-A: Project Plan

1-B: Monthly Status Reports

1-C: Weekly Progress Report

## **SYSTEM DESIGN**

**6.1.49 CONTRACTOR SHALL IMPLEMENT \_\_\_\_\_ AND \_\_\_\_\_ AS THE CORE SYSTEM FOR CUSP.**

**6.1.50 CONTRACTOR SHALL PERFORM A GAP ANALYSIS BETWEEN THE CORE SYSTEM AND THE REQUIRED FUNCTIONALITY FOR CUSP.**

**6.1.50.1** Preceding Gap Analysis sessions with City, Contractor shall provide a draft Gap Analysis Report, based on the requirements in Section 3.0 – “Specifications and Requirements” in RFP.

**6.1.51 CONTRACTOR SHALL PROVIDE A GAP ANALYSIS REPORT, TO BE APPROVED BY THE CITY’S PROJECT MANAGER, WHICH WILL PROVIDE THE FOLLOWING:**

- a. Description of the system requirements and the “models” to support the project implementation
- b. Identification of the functional “gap” between \_\_\_\_\_ and the required system (Section 3.0 of RFP)
- c. Detailed specifications of additional functionality/modules required for CUSP (Section 3.0 of RFP)
- d. Detailed specifications of the external data interface requirements and the recommended approach

**6.1.52 CONTRACTOR SHALL PROVIDE A CUSTOMIZATION PLAN, TO BE APPROVED BY THE CITY’S PROJECT MANAGER, THAT SPECIFIES THE APPROACH FOR DEVELOPING AND IMPLEMENTING THE CUSTOMIZATION AND INTERFACE MODULES IDENTIFIED THROUGH THE GAP ANALYSIS.**

**6.1.52.1.1.1.1 Deliverables:**

- 2-A: Gap Analysis Report
- 2-B: Customization Plan (IF NEEDED)

## **CUSTOMIZATION (IF NEEDED)**

### **SYSTEM DEVELOPMENT**

**6.1.53 CONTRACTOR SHALL DEVELOP CUSTOMIZED MODULES IDENTIFIED IN THE CUSTOMIZATION PLAN. THE CUSTOMIZATION WILL FULLY INTEGRATE THE NEW MODULES INTO THE CORE SYSTEM SO THAT THE FINAL SYSTEM IS FULLY SUPPORTED BY THE CONTRACTOR IN FUTURE RELEASES.**

**6.1.54 CONTRACTOR SHALL ENHANCE ITS CORE SYSTEM TO MEET OR EXCEED THE FUNCTIONALITY DETAILED IN SECTION 3.0 OF THE RFP, ACCORDING TO THE PHASES SPECIFIED IN THE CUSTOMIZATION PLAN.**

## **TESTING PLAN**

**6.1.55 CONTRACTOR SHALL PROVIDE A TESTING PLAN, TO BE APPROVED BY THE CITY’S PROJECT MANAGER, FOR EACH PHASE AS SPECIFIED IN THE CUSTOMIZATION PLAN. THE TESTING PLAN SHALL INCLUDE METHOD OF**

**REPORTING TEST RESULTS AND RESPONDING TO TEST FAILURES, A TEST  
CASE MATRIX LINKING CUSP REQUIREMENTS TO TEST CASES, AND A  
DESCRIPTION OF WHAT TOOLS WILL BE USED FOR ISSUE MANAGEMENT.**  
**SYSTEM TESTING**

**6.1.56 CONTRACTOR SHALL PERFORM THE FOLLOWING MINIMUM LEVELS OF TESTING:**

- 1.0 Application – Contractor shall demonstrate to City that all functional requirements for each phase have been met and all user interfaces respond properly.**
- 2.0 Modular – Contractor shall demonstrate to City that new modules have been tested and integrate with the core system and all previous modules.**
- 3.0 Regression – Contractor shall demonstrate to City that all previous customized software continues to function after new modules have been integrated. All new functionality shall not inhibit the use of any previously integrated feature or corrupts the database.**
- 4.0 Data Migration – Contractor shall demonstrate to City that all migrated data has been imported, populates the proper tables in CUSP, can be accessed as if it were normal data, and does not interfere with data integrity.**
- 5.0 System Response – Meet requirements of Section 3.0 of RFP**
- 6.0 Platform – Contractor shall demonstrate to City that the application functions properly on the following platforms: \_\_\_\_\_, \_\_\_\_\_ operating system application server and web server, Windows NT Workstation and Windows 2000 Professional operating system workstations, or later version.**
- 7.0 Stress – Contractor shall demonstrate to City that system will perform adequately even if multiple users are performing the same transactions against the same data.**
- 8.0 Security – Contractor shall demonstrate to City that access to data and application functionality is correctly restricted by role as specified in the Customization Plan.**
- 9.0 Backup and Recovery - Contractor shall demonstrate to City that the backup/recovery plan developed by the Contractor will successfully backup the CUSP database and restore the database to full operation.**
- 10.0 Disaster Recovery – Contractor shall demonstrate to City that the CUSP database can recover from an unscheduled termination to the point when it was last operational.**
- 11.0 Usability – Contractor shall demonstrate to City that navigation through the application property reflects business functions and requirements as stated in Section 3.0 of RFP.**
- 12.0 Input/Boundary – Contractor shall demonstrate to City that system will validate input such that no invalid, duplicate, or incomplete data will be allowed into the system.**

**6.1.57 CONTRACTOR SHALL TEST EACH BUSINESS PROCESS AND REQUIREMENT (IN SECTION 3.0 OF RFP) RELATING TO EACH PHASE.**

**6.1.58 TO THE MAXIMUM EXTENT POSSIBLE, DATA USED FOR PHASED TESTING WILL BE CREATED WITH SCRIPT FILES.**

**6.1.59 CONTRACTOR SHALL DEMONSTRATE TO THE CITY THAT THEY HAVE PERFORMED BOTH WHITE-BOX AND BLACK-BOX TESTING OF EACH PHASE OR MODULE PRIOR TO INSTALLATION AND TESTING AT CITY'S SITE.**

**TEST RESULTS**

**6.1.60 ALL TEST RESULTS WILL BE DOCUMENTED AND ARCHIVED TO ENSURE THAT TESTING SCENARIOS CAN BE USED IN THE FUTURE.**

**6.1.61 CONTRACTOR SHALL SUPPLY CITY WITH ALL TEST RESULTS.**

**6.1.62 AFTER INSTALLATION AT CITY'S SITE (SEE INSTALLATION), EACH PHASE WILL BE BLACK-BOX TESTED BY CITY.**

**RESPONSE TO TEST FAILURES**

**6.1.63 CITY WILL CONDUCT BLACK-BOX TESTING AFTER EACH PHASE IS INSTALLED AT CITY'S SITE. ANY ISSUES DISCOVERED DURING BLACK-BOX TESTING SHALL BE RESOLVED BASED ON THE FOLLOWING CRITERIA:**

Incident Level	Description	Definition	Maximum Resolution Time
1	Major Error without Workaround	Abnormal termination that cannot be bypassed Major numerical errors Data corruption Unimplemented requirements	24 hr
2	Major Error with Workaround	Abnormal termination that can be bypassed Small numerical errors Minor failures implementing requirements	48 hr
3	Cosmetic Error	Formatting; Description; Display Message	96 hr

**6.1.63.1.1.1.1 Deliverables:**

- 3-A: Development of Customization, by Module
- 3-B: System Installation
- 3-C: Installation Documentation
- 3-D: Testing Plan
- 3-E: Completed System Testing
- 3-F: Test Results
- 3-G: Responses to test failures

## **DATA MIGRATION**

**6.1.64 CONTRACTOR SHALL PROVIDE A DATA MIGRATION PLAN, TO BE APPROVED BY THE CITY'S PROJECT MANAGER, WHICH OUTLINES DATASETS TO BE CONVERTED, SPECIFIES ANY DATA NOT CURRENTLY TRACKED ELECTRONICALLY BY CITY, AND DESCRIBES THE TESTING AND REPORTING PLAN TO BE USED FOR MIGRATION.**

**6.1.65 CONTRACTOR SHALL PERFORM THE MIGRATION OF DATA FROM EXISTING SYSTEMS TO CUSP AS DESCRIBED IN SECTION 3.6.2 OF RFP.**

**6.1.65.1 The migration of data from the current systems shall not impact availability of the current systems.**

**6.1.65.2 Migration shall include existing data from the SOCRATES, IRIS, and \_\_\_\_\_ databases and selected small MS Excel or MS Access databases. These databases are described below (refer to Section 3.6.2 of RFP)**

**6.1.65.3 Migration shall include data not currently collected electronically. Such data would be provided by the City in an electronic format acceptable to the Contractor.**

**6.1.65.4 Contractor shall develop script files, programs, or other tools to complete the data migration**

**6.1.65.5 Contractor shall test data after migration and provide a Data Migration Test Report, to be approved by the City's Project Manager.**

**6.1.65.5.1.1.1 Deliverables:**

- 5-A: Data Migration Plan
- 5-B: Completed Data Migration
- 5-C: Data Migration Test Report

**ACCEPTANCE TESTING**

- 6.1.66 CONTRACTOR SHALL PROVIDE A FINAL SYSTEM TESTING PLAN TO BE APPROVED BY THE CITY’S PROJECT MANAGER. TEST PLAN SHALL INCLUDE THE COMPONENTS SPECIFIED IN SECTION 3.5 OF RFP.**
- 6.1.67 CONTRACTOR SHALL DEMONSTRATE TO CITY THAT FINAL SYSTEM HAS BEEN WHITE-BOX AND BLACK-BOX TESTED AND PROVIDE FINAL TESTING RESULTS TO CITY.**
- 6.1.68 CONTRACTOR SHALL FOLLOW DOCUMENTED INSTALLATION PROCEDURES WHILE PERFORMING FINAL INSTALLATION ON PRODUCTION SERVER(S) AT CITY’S SITE.**
- 6.1.69 CONTRACTOR SHALL DOCUMENT ALL ANOMALIES DISCOVERED DURING INSTALLATION AND INCORPORATE INTO FINAL SYSTEM INSTALLATION DOCUMENTATION AND PROVIDE TO CITY.**
- 6.1.70 THE CITY WILL PERFORM FINAL BLACK-BOX SYSTEM TESTING TO VERIFY EACH BUSINESS PROCESS AND REQUIREMENT (AS SPECIFIED IN SECTION 3.0 OF RFP) USING TEST CASES TO DETERMINE THAT ALL CUSTOMIZATION HAS BEEN COMPLETED PROPERLY, THE APPLICATION PERFORMS AS EXPECTED, AND MEETS THE NEEDS OF THE CITY.**
- 6.1.71 ANY ISSUES DISCOVERED DURING FINAL BLACK-BOX TESTING SHALL BE RESOLVED BASED ON THE FOLLOWING CRITERIA:**

Level	Description	Definition	Maximum Resolution Time
1	Major Error without Workaround	Abnormal termination that cannot be bypassed Major numerical errors Data corruption Unimplemented requirements	2 days
2	Major Error with Workaround	Abnormal termination that can be bypassed Small numerical errors Minor failures implementing requirements	1 week
3	Cosmetic Error	Formatting Description Display Message	2 weeks

**6.1.71.1.1.1.1 Deliverables:**

- 6-A: Final System Testing Plan
- 6-B: Final System Testing Results
- 6-C: Final System Installation Documentation
- 6-D: Completed and Approved Testing

## **TRAINING**

**6.1.72 CONTRACTOR SHALL PROVIDE A TRAINING PLAN THAT MEETS ALL THE REQUIREMENTS SPECIFIED IN SECTION 3.8 OF RFP.**

**6.1.73 CONTRACTOR SHALL BE RESPONSIBLE FOR CONDUCTING TRAINING SESSIONS, PROVIDING ALL TRAINING MATERIALS, AND SET UP OF TRAINING FACILITY SITE.**

**6.1.73.1 Contractor shall use (CITY LOCATION) for training which accommodates at least 9 students or provide alternate site at no additional cost to City.**

**6.1.74 CONTRACTOR SHALL PROVIDE SYSTEM TRAINING FOR TWO PEOPLE TO BE FULLY TRAINED AS SYSTEM ADMINISTRATORS WITH A COMPLETE UNDERSTANDING OF THE ALL SYSTEM CAPABILITIES AND FUNCTIONALITIES. SYSTEM ADMINISTRATORS MUST AT MINIMUM BE ABLE TO ADD/DELETE USERS AND ROLES, SPECIFY SECURITY LEVELS, BACKUP AND RESTORE DATA, AND MAKE CHANGES TO THE APPLICATION FUNCTIONALITY INCLUDING ADDING/EDITING FORMS, REPORTS, BUSINESS RULES, WORKFLOW, ETC.**

**6.1.74.1 Contractor shall provide technical system and database training to the City's MIS staff at an early stage of the project so that City staff has sufficient knowledge to actively participate in every stage of the Project. This training component is expected to be a separate two-day session.**

**6.1.75 CONTRACTOR SHALL PROVIDE ON-SITE TRAINING FOR ALL FINANCIAL STAFF, PROGRAM STAFF, AND MANAGERS FOR ALL FUNCTIONALITY OF THE APPLICATION APPROPRIATE TO THEIR USER CLASS INCLUDING BUT NOT LIMITED TO THE USE OF FIELD DEVICES, CUSTOMER MAINTENANCE, INSPECTION REPORTING, PERMIT GENERATION, ISSUANCE OF ENFORCEMENT ACTIONS, ENFORCEMENT MANAGEMENT, AND PROGRAM OVERSIGHT.**

**6.1.76 CONTRACTOR SHALL PROVIDE ON-SITE TRAINING FOR CUSTOMER SERVICE REPRESENTATIVES, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO CALL INTAKE HANDLING, QUERYING AND ENTERING DATA, AND GENERATING REPORTS.**

**6.1.77 CONTRACTOR SHALL PROVIDE ON-SITE TRAINING FOR UP TO NINE (9) STAFF TO BE TRAINED AS POWER USERS. THIS TRAINING SHALL INCLUDE BUT NOT BE LIMITED TO DEVELOPING IN-HOUSE, AD-HOC REPORTS; SYSTEM CONFIGURATION; AND MAINTENANCE OF REFERENCE TABLES.**

**6.1.78 CONTRACTOR SHALL PROVIDE REMEDIAL TRAINING SESSION TO OFFER INTERESTED STAFF ADDITIONAL INSTRUCTION IN FUNCTIONALITY OF CUSP.**

**6.1.78.1.1.1.1 Deliverables:**

7-A: Training Plan

7-B: Completed Training

### **SYSTEM DOCUMENTATION**

Contractor shall provide documentation (hardcopy and electronic) relating to the new system including (Refer to Section 3.7 of RFP)

#### **6.1.78.1.1.1.1.2 Deliverables:**

8-A: (All Documentation specified in Section 3.7 of RFP)

8-A1:

8-B:

8-C:

8-D:

### **FINAL SYSTEM ACCEPTANCE**

#### **6.1.79 SYSTEM MUST BE IN FULL PRODUCTION FOR \_\_\_\_\_ DAYS PRIOR TO FINAL SYSTEM ACCEPTANCE.**

##### **6.1.79.1.1.1.1.1 Deliverables:**

9-A: \_\_\_\_\_

9-B: \_\_\_\_\_

### **CHANGE ORDERS**

Any changes to this Agreement after the Effective Date that relate to (i) the deletion of Products or Services, (ii) adding additional Products, or Services (iii) changing or modifying Products or Services, or (iv) making other changes that materially alter the scope of this Agreement or the Deliverables required under this Agreement, including approval of all performance and/or payment schedules shall be approved in writing by the City's Project Manager in accordance with Section G: Change Orders.

### **EXTENSION OF TERM**

Term of On-going Services shall be from the Go-Live date until June 30, 2010. On or about July 1, 2009, the City, at its sole option, may offer the Contractor in writing a three-year extension of this Agreement through June 30, 2013. (NOTE: THESE DATES COINCIDE WITH TERM OF GARBAGE CONTRACTS)

### **HARDWARE, SOFTWARE, AND DATA NETWORK**

#### **Hardware**

Contractor shall procure required and agreed upon Hardware to perform the Implementation Services and Operational Services to be performed by Contractor as described in this Agreement. City shall procure, refresh, and upgrade the appropriate City-side Hardware that is not procured by Contractor, that is used by the City to perform its obligations under this Agreement, or that is otherwise used by City in connection with the Services, the System, or the Solution, including appropriate network equipment, firewalls, and server technology.

#### **Software**

Except for City's responsibility for support, maintenance, and upgrades of all Third-Party Software and all personal computer operating system software that is installed or located at

City's site, including Third-Party Software described in Schedule XX, Contractor shall procure, operate, and maintain the Systems to perform the Implementation Services and Operational Services to be performed by Contractor as described in this Agreement. Contractor shall procure, operate, and maintain the Applications Software described in Schedules XX to perform the Implementation Services and Operational Services to be performed by Contractor as described in this Agreement. City shall be responsible for support, maintenance, and upgrades of all Third-Party Software and all personal computer operating system software that is installed or located at City's site, including the Third-Party Software described in Schedule XX.

#### Data Network

Contractor shall arrange for third parties to provide, at Contractor's sole expense, the data network up to the Point of Presence at City's site to perform the Implementation Services and Operational Services.

#### Interfaces

Each Party shall develop, install, maintain, and upgrade the interfaces designated as such Party's responsibility in Schedule XX as is necessary to perform its obligations hereunder.

#### Data Services

Contractor shall provide to City the data services described in Schedule XX

### **PROPRIETARY RIGHTS**

City hereby grants to Contractor a nonexclusive right to use, copy for archival purposes, and, to the extent permitted by the licenses in respect to City's Third-Party Software, modify City's software and City's Third-Party Software to the extent necessary or desirable for Contractor to perform its obligations under this Agreement. As of the Effective Date, City shall, at no cost to Contractor, provide Contractor with access to City's software and City's Third-Party Software to the extent necessary for Contractor to perform its obligations under this Agreement. Contractor may give its Representatives access to and the right to operate such software to the extent necessary or desirable to provide the Services. City's software will be and remain the exclusive property of City, and Contractor will have no rights or interests in City's software or City's Third-Party Software except as described in this Agreement.

#### Contractor's Software

Any rights granted by Contractor to City to use Contractor software shall be limited. City will not, and shall not, allow any third party to use any part of Contractor's software except as specifically permitted in this Agreement. Without limiting the foregoing, City shall not: (a) sell, lease, rent, lend, assign, sublicense, or otherwise transfer all or any part of Contractor's software, Operational Services, or documentation; (b) permit any Person to use Contractor's software operational services or documentation other than City's employees or contractors in the normal course of performing services for City's Customers, using City's own internal data processing operations; (c) de-compile, disassemble, reverse engineer, or otherwise attempt to discover any source code or underlying trade secrets; (d) remove, obscure, or alter any copyright notice, restricted rights legend, or other notice of proprietary rights that appears or is contained on or in Contractor's software or documentation; (e) modify Contractor's software; (f) move Contractor's software from City's Designated Site (if City is running software at its facility); (g) install or use Contractor's software on any computer other than the designated platform (if City is running

software at its facility); (h) use Contractor's software or documentation in violation of copyright laws; or (i) use Contractor's software or any Operational Services for third-party training, providing data processing services for any third-party. City shall not export Contractor's software, documentation, any other technical data received from Contractor, or the direct product of such software or documentation or any Operational Services outside the United States except as authorized by the laws and regulations of the United States and any export permits that may be required.

#### Third-Party Software.

All of a Party's Third-Party Software is and shall remain the exclusive property of such Party or such third-party licensors, as applicable, and the other Party will have no rights or interests in the other Party's Third-Party Software except as described in this Section XX

#### Developed Software.

(a) All Developed Software made solely by City that consists of modification of City's pre-existing software shall be the exclusive property of City. (b) All Developed Software not described in clause (a) shall be the sole and exclusive property of Contractor. Without limiting the foregoing, Contractor shall be the sole and exclusive owner of all Developed Software (i) that results from or consists of the modification of any of Contractor's software, (ii) that serves as an interface between any of Contractor's software and any other software, or (iii) that is developed in connection with the performance of the Services.

#### City's Obligations.

With respect to Developed Software owned by Contractor pursuant to Section XX:

(a) All right, title, and interest in and to all inventions, innovations, programs (including, without limitation, object and source code and programmer and user documentation), know-how, and techniques, whether documented or not, which are conceived or developed directly from or in connection with the development of any such Developed Software shall be and remain the sole and exclusive property of Contractor without regard to termination or expiration of this Agreement.

(b) To the extent that the Developed Software owned by Contractor includes materials subject to copyright, patent rights, trade secret rights, and other intellectual property rights, Contractor shall own, and City hereby assigns to Contractor all rights, title, and interest in and to, all copyrights, patent rights, trade secret rights, and other intellectual property rights in such materials, and City will execute all further documentation that may be reasonably requested by Contractor to further evidence and/or permit Contractor to record ownership thereof and/or obtain all registrations therefore.

#### Required Consents.

City shall, at City's expense, obtain all consents or approvals necessary to allow Contractor and its Representatives to use City's Third-Party Software necessary or desirable to provide the Services to City as of the Effective Date and continuing throughout the Term.

## **OPERATIONAL SERVICES**

### **Introduction**

This Section describes the duties and responsibilities of Contractor and City with respect to ongoing Operational Services.

**"Shared"** means the Parties are jointly and equally responsible for performing the task.

**"Assist"** means the designated Party is primarily responsible for performing the task, but successful performance of such task is conditioned upon the assistance of the other Party.

**"Input"** means that the designated Party is primarily responsible for performing the task, but successful performance of such task is conditioned upon the input of the other Party.

**"Support"** means that the designated Party is primarily responsible for performing the task, but successful performance of such task is conditioned upon the support of the other Party.

### **Account Management**

Contractor shall designate an Account Manager who has the authority to act for Contractor with respect to this Agreement. City shall utilize Contractor's Account Manager as a point person for communications. Contractor's Account Manager will do the following:

- (a) Interact with the City's Project Manager who shall have the authority to act for City with respect to all aspects of this Agreement.
- (b) Work with Contractor's Project Manager with regard to the Implementation Services.
- (c) Within \_\_\_\_\_ days after the Go-Live Date, provide to City a Procedures Manual (hardcopy or softcopy) which shall describe the operating processes and procedures relating to the performance of the Operational Services.
- (d) Develop and administer the Procedures Manual.
- (e) Coordinate performance of the Operational Services.
- (f) Serve as a point-of-contact between Contractor and City.
- (g) Schedule, coordinate, and conduct monthly meetings to review high impact situations (problems, Changes, capacity trends) with City.
- (h) Schedule, coordinate, and conduct monthly (until a different time frame is mutually agreed upon) teleconference status meetings with City's Project Manager to review System availability/utilization measurements and problem/Change summary reports.
- (i) Administer Change Procedures.
- (j) Provide monthly System availability/utilization measurements and problem/Change summary reports to City's Project Manager.
- (k) Report support problems and issues requiring City's attention/resolution to City's Project Manager.
- (l) Coordinate the response to issues raised by City's Project Manager.
- (m) Work with City to plan and execute Hardware Changes and software new Release and Version upgrade plans.

City shall designate an Project Manager who shall have authority to act for City with respect to all aspects of this Agreement. City's Project Manager shall do the following:

- (a) Serve as a point-of-contact between City and Contractor.
- (b) Schedule, coordinate, and conduct regularly-scheduled status meetings to review high impact situations (problems, Changes, capacity trends) with Contractor.
- (c) Report support problems and issues requiring Contractor's attention/resolution to Contractor's Account Manager.

### **Management Controls**

Contractor will provide to City as part of the Operational Services, and Contractor and City agree to use, the following management control procedures for managing the Operational Services. These procedures will be included in the Procedures Manual.

- (a) Service Level Management. City and Contractor will mutually agree upon specific Performance Standards, which shall be documented in Section XX. A monthly performance report will be produced by Contractor.
- (b) Problem Management. Contractor will provide a process to respond to problems that may impact the delivery of Systems. The goal will be to provide reporting, documenting, and tracking of problems related to delivery of the Operational Services.
- (c) Change Management. Change Management Procedures shall be used for planning and installing Changes.
- (d) System Availability/Performance and Resource Usage. Contractor will provide a process for measuring System availability and utilization for defined and mutually agreed-upon resource usage. Key areas to be measured include Systems and Application Availability and Response, batch processing performance, third party interface performance, Data Network Availability and Response, Net Billable Accounts, Host Storage, Print Images and Mailroom Inserts.
- (e) Recovery Management. Recovery management procedures shall assist information management personnel to implement recovery procedures and restore service. Contractor will develop documentation with respect to recovery management. Problems encountered in recovering the System shall be entered and tracked. Contractor's intent is to timely resolve issues that prevent performance in accordance with the Performance Standards.

### **Contractor Application Support Services**

Contractor will provide technical support for Applications implemented as part of the provision of Operational Services as follows:

- (a) Software. Contractor will provide Systems Software to support the development, customization, and maintenance of Applications Software listed in Section XX.
- (b) Presentations to City. Contractor will present relevant information and training regarding the use and functions of new products, platforms, and services to City's employees and trainers designated by City prior to implementation.
- (c) Application Verification. Contractor shall verify the results of Application on-line and batch system support processing. Contractor shall be responsible for the following:
  - (1) Verifying Changes in operating Systems Software and Hardware.
  - (2) Following Change Procedures for Application Changes.
  - (3) Certifying, with cooperation from City, that Applications function correctly when Contractor installs new Systems Software or upgrades Systems Software.
- (d) Application Change Management. Controlled scheduling of Application Changes will be accomplished by using the defined Change Procedures. Contractor shall respond to each of City's requests for Changes with a preliminary written estimate of effort and cost.

### **City Application Support Services**

City will support and provide advice for the Applications implemented as part of provision of Ongoing-Services as follows:

- (a) Prioritizing Work. City and Contractor will prioritize Additional Services.
- (b) Develop/Support Test Criteria. City will develop, maintain, and support test criteria for the interaction between City's interface Applications and the Customer Care Solution. As Changes

are made that require testing of these interfaces, City will work with Contractor to complete mutually agreed-upon testing procedures. City will be responsible for defining all the test criteria for new functionality added to the System.

(c) City Interface Applications. City is responsible for the maintenance, enhancement, and development of its interface Applications and other Applications for which Contractor does not expressly assume responsibility herein.

(d) Project Reviews. City will participate with Contractor in reviews of completed projects and Releases to assess the completeness and accuracy of the business function provided, the adherence to business controls, and the availability of Applications.

(e) Training. Initial City training during implementation shall be provided to City by Contractor as set forth in Section XX of the Agreement [Implementation Services].

(f) Control Table Maintenance. Contractor will maintain the rate tables contained in the CIS pursuant to the following process:

(1) City will define required rate table updates and Changes.

(2) City will submit Changes to Contractor in a mutually acceptable and defined format (typically made in the test environment).

(3) City will review the results of the test and provide input to Contractor.

#### **Application Development and Maintenance ("AD/M")**

Contractor shall perform the following AD/M Services and work with City to prioritize AD/M Services. AD/M Services will begin at the Go-Live date.

(a) Applications Maintenance. Contractor will provide as part of the Operational Services the following support:

(1) "Corrective Maintenance" – actions taken to evaluate and repair reported processing problems in the customer service platform Applications.

(2) "Emergency Repairs" – actions taken to address defects or failures and errors on an emergency basis, when the maintenance release process does not provide a timely response.

(3) "Preventive Maintenance" – actions taken to improve quality, performance, reliability, efficiency, or maintainability (does not include cosmetic Changes, performed to specification only).

(4) "Level Two End-User Support" – actions taken to assist defined End Users in using and understanding System functions and problem determination.

(b) Enhancements. Contractor will provide resources as part of the Operational Services to support actions required to address new business requirements. An enhancement may be a City specific simple Change to an existing report, a City-specific addition of function to an Application, or actions taken to address City-specified Changes in technology platforms or business requirements.

(c) Applications Development. Contractor will provide resources as part of the Operational Services to support the design, development, and implementation of a new or replacement Application or Application function including unique City development.

(d) City Applications Development. Contractor will grant to City a limited right to create modifications of interfaces to the Contractor system under the following constraints:

(1) The modifications or interfaces can only be called from exits in the CIS used by Contractor.

(2) City will use and maintain a separate environment for test and development which will not be paid for or maintained by Contractor.

- (3) Modifications or interfaces cannot be put into production by City.
- (4) All modifications will be thoroughly tested at City's expense to Contractor's satisfaction.
- (5) Contractor may withhold the right to place modifications or interfaces into the production environment.
- (e) Control Table Maintenance. Contractor will provide assistance to City personnel, as part of the Operational Services to advise City in making control table changes. Contractor will maintain all tables as part of the Operational Services. On an ongoing basis, Contractor will review, at City's request, proposed changes to the Rate tables. This review shall be provided as part of the Operational Services.
- (f) Application Platform Upgrades. Contractor will provide and install (as part of the Operational Services) packaged corrective, preventive, or adaptive enhancements. Platform upgrades will be provided and installed as part of the Operational Services.
- (g) Consulting. Contractor will provide resources to support City's requests for consulting services pertaining to the Customer Care Solution.

### **Systems Operations Responsibilities**

Contractor shall be responsible for the overall operation and management of data center operations of the Operational Services. Contractor's data center responsibilities shall include: console monitoring, technical System support, and Help Desk Level Two. Contractor shall operate equipment in the data center on a 7X24 basis. Backups will be on a nightly basis; Systems backup will be weekly.

The following outlines Contractor's and City's responsibilities with respect to Systems Operations:

<b>Account Management</b>	<b>City</b>	<b>Contractor</b>
Define Contractor's Account Manager		X
Project Management/Process Ownership	Input	X
Define City's Project Manager	X	
Performance and Resource Usage Reports		X
Interface with Third-Party Vendors and Contractor's Subcontractors		X
Provide Procedures Manual	Input	X
Management Controls <ul style="list-style-type: none"> <li>• Service Level Management</li> <li>• Problem Management</li> <li>• Change Management</li> </ul>		X

<b>Data Network</b>	<b>City</b>	<b>Contractor</b>
Network Circuit(s) to City Point of Presence with Dial-Up Backup Support		X
Network Circuit(s) to Bill Print Mail Location		X
City Network Support (from Contractor Point of Presence to City Desktop)	X	
City Desktop Support	X	
Data Network Hardware and Software to Support Installed Circuits, Including Routers, CSD.DSU Pairs, Monitoring/Software/Equipment, Up to a Single Point of Presence on City's Network		X
Network Management		X

<b>Ongoing Service Platform I/T Operations</b>	<b>City</b>	<b>Contractor</b>
Provision and Maintenance of Hardware and Systems Software to Support Customer Solution I/T Operations, Training, Conversion, and Application Test and Development		X
7X24X365 Data Center Operations		X
Media Support (Tapes)		X
Systems Software Installation and Maintenance		X
Data Backup and Recovery (Backups Nightly, Systems Backup Weekly and Off-Site Storage) – Test, Conversion, and Training Environments Backed Up Weekly		X
Data Archive Inactive Accounts and User Information As Defined in Procedures Manual		X

Training and Test Backups		X
Hardware Planning and Installation		X
Configuration and Inventory Management		X
Host Storage Capacity Management – Most Recent 24 Months of On-Line Production Data		X
Host Storage Capacity Management – Historical Production Data Beyond Most Recent 24 Months	X	
Acceptance Testing for Application Upgrades	X	Assist

<b>Customer Support Platform I/T Operations</b>	<b>City</b>	<b>Contractor</b>
Involvement with Application Installation, Tuning, Recovery, Planning		X
City Level 1 Operations Help Desk	X	
Level 2 Operations Help Desk Support of City Inquiries, and Problems Related to CIS Operations and Performance		X
Physical Security and Facilities Management Used by Contractor to Perform the Services		X
Computer Operations, Physical Security and Facilities Management to Support City's Interface and Non-CIS Applications as they Relate to the Performance of the Services by Contractor	X	

<b>Production Control and Quality Assurance</b>	<b>City</b>	<b>Contractor</b>
Application Installation/Promote to Production	Input	X
Operational Standards and Procedures Documentation		X
Systems Level Batch Job Scheduling and Recovery Actions		X
Application Level Batch Job Scheduling and Recovery Actions		X
Monitor for Job Schedule Related Incidents and Application		X
Application Problem Determination/Problem Resolution		X
File Movement Control from or to City's Server		X

<b>Data Security Administration</b>	<b>City</b>	<b>Contractor</b>
Requirements Definition	Input	X
System Level Security Administration: Contractor Will Administer the Following		X

Security Features: <ul style="list-style-type: none"> <li>• Secure By Group</li> <li>• Secure By User</li> <li>• Secure By Path</li> <li>• Update</li> <li>• Read Only</li> <li>• Field Security</li> </ul>		
User Level Security Administration (Initiate/Terminate/Maintain User ID Access)	X	
Maintain/Support Data Security Software		X
<b>Data Base Administration</b>	<b>City</b>	<b>Contractor</b>
Data Base Management System ("DBMS") Maintenance		X
Data Modeling		X
Logical and Physical Database Design		X
Backup and Recovery		X
DBMS Security Subsystems		X
DBMS Capacity/Performance Planning		X
Application Installation, Tuning, Recovery, Planning		X
<b>Communication</b>	<b>City</b>	<b>Contractor</b>
Electronic Management of Enrollment Transactions		X
Electronic Management of Billing Transactions to UDC or ESP		X
Electronic Management of Payment Transactions from UDC or ESP		X
Research of Exceptions Related to Incomplete or Incorrect Data from UDC or ESP	X	
Provide Central Mailbox for Electronic Data Interchange Transactions		X

**Disaster Recovery**

<b>Disaster Recovery</b>	<b>City</b>	<b>Contractor</b>
Network Recovery to locations defined in this Agreement		X
Disaster Recovery Plan (developed) during the I/T Transition		X
Disaster Recovery test		X
Disaster recovery support for City interface applications	X	Input

<b>Miscellaneous</b>	<b>City</b>	<b>Contractor</b>
Interface with UDCs or ESPs Support	Support	X

## **PERFORMANCE STANDARDS**

### **Additional Definitions**

For purpose of this Section, the following terms shall have the following meanings:

#### **Term/Definition**

##### **Application Maintenance**

##### **Standards (AM)**

The Performance Standards as defined in XX

##### **Application Response Time (ART)**

The Performance Standards as defined in XX

The measure of response time for a Contractor System Transaction.

System Platform Application Response Time will be the measure of time for a transaction to enter and exit the Host System. System platform response time is measured by performance tools. All other response time components (including, but not limited to, the PC processor, GUI, LAN, Internet communications, and local storage devices) are not within the scope of Contractor performance measures. Contractor's performance will be measured based on actual response times during each month of the Term.

**Availability** Periods during which the Application's Transactions are running on the system platform.

##### **Critical Applications Availability (CAA)**

The Performance Standard as defined in XX.

**Data Network** Defined as the communication link from the router at the City site to the router at the system platform site.

##### **Data Network Availability (DNA)**

The Performance Standards as defined in XX.

##### **Data Network Response Time (DNRT)**

The Performance Standards as defined in XX. This is measured by communications latency, the round-trip time for a ping from the router at the system platform site to the router at the City site.

**Effective Process Date** The Effective Process Date is defined as the date at which Contractor and City have reached written agreement regarding the definition, sequence, and timing of Scheduled Services (SCS).

##### **Help Desk Availability (HAD)**

The Performance Standards as defined in XX

**Host System** Contractor's Services and related System Software.

**Measurement Period** The Measurement Period (120 days) following the Effective Process Date.

**Performance Standard(s)** Any one of the standards so designated in Section 3.3.3 of this Schedule with respect to each System, Application or Service.

**Scheduled Services** The Performance Standards as defined in Section XX of this Schedule.

**Transaction** A system platform transaction corresponds to the input-inhibit light turning on/off for a locally connected 5250 display. Every time the enter key or a function key is pressed, the user interacts with the system platform and causes processing to occur. The transaction response time measures the passage of time between the system platform receiving the keystroke and sending back the input inhibit off. Transactions that lead to batch operations are not included in the measurement criteria.

### **General.**

This Schedule describes the following:

Certain duties, obligations, and responsibilities of Contractor, including online Application availability and host online response time.

With the exception of the Scheduled Services standards, such Performance Standards will take effect in the first full month following a 90-day waiting period, measured from the Go-Live Date.

Scheduled Services standards will take effect in the first full month following a 120-day waiting period, measured from the Effective Process Date.

(a) The Measurement Period will be extended if City's operational team is unable to stabilize processes of function and procedures in its areas of responsibility or its direct control.

(b) Subsequent Changes to the Services may require a stabilization period before Scheduled Service standards are reinstated. The actual period will be defined as part of the Change control process described in Schedule X.

Contractor will use commercially reasonable efforts to identify root causes and attempt to reduce recurrences of missed Performance Standards for which Contractor is responsible. City shall correct and minimize the recurrence of problems for which City is responsible and which prevent Contractor from meeting the Performance Standards.

Contractor shall not be responsible for any failure to meet any Performance Standard(s) to the extent affected by any of the following:

(a) Problems resulting from components (hardware/software/network) for which City is responsible, including the inability of such components to correctly process date-related data without resulting in, or causing, logical or mathematical inconsistencies.

(b) Problems caused by the action or inaction of City's personnel.

(c) Changes made to the environment which are not made in accordance with the Change Management Procedures described in Schedule XX (including, but not limited to, installation of Applications which are not tested and approved by Contractor).

(d) City's failure to perform City's obligations set forth in this Agreement, to the extent such failure affects Contractor's ability to perform the Services at the specified Performance Standards (including, but not limited to, provision of adequate system capacity to provide the Performance Standard commitments, environmental factors and facilities).

### **Reporting Duties**

Each month, Contractor will submit to City a set of reports assessing Contractor's performance against the Performance Standards.

### **Performance Standards**

Performance Standards apply to the Services described in this Section.

### **Critical Applications Availability (CAA)**

(a) Services will be made available in accordance with the Performance Standards set forth in XX.

(b) Normal systems maintenance will be scheduled during Non-Critical Application Availability time. If City pre-approves outages which impact the availability period as defined in Chart XX,

these outages will not be included when measuring monthly availability. Downtime affecting the Critical Application Availability period will be promptly communicated to City.

(c) A non-conformance penalty described in Section XX may be applied if the Availability of the Application does not meet the Performance Standard specified in XX.

***Critical Application Availability for Application Availability; Period Performance; Standard; Minimum; Monthly Uptime; Performance Percentage***

CSR Access Availability for Account Inquiry and Update)

7 x 24 (Excluding Scheduled Downtime)

99.25%

**Application Response Time (ART)**

(a) Application Response Time standards are applicable only during the Availability Period defined in Chart 3.3-A.

(b) All transactions during the Availability Period defined in Chart XX will be evaluated in accordance with the Performance Standard categories specified in XX.

(c) A non-conformance penalty described in Section XX (DO WE WANT “ADMINISTRATIVE CHARGES FOR PERFORMANCE LIKE IN GARBAGE CONTRACTS?") shall be applied if the measured response does not meet or exceed the Performance Standards specified in XX.

***Application Response Time***

Definition: The Average Internal Response Time of Transactions Processed During Non-Batch Windows

Application Response Time

< 1.0 Second 90%

< 2 Seconds 5%

2.0 – 4.0 Seconds 3%

➤ 4.0 Seconds 2%

**City Scheduled Services**

(Billing, Meter Read, EFT, Cash, Lien Cycle, and Collections)

(a) Where City does Application-level process management, a process and batch schedule will be developed by Contractor and City. City will have complete responsibility for managing its operations and completing all processes within agreed upon time frame restrictions. City recognizes that its deviation from scheduled process job streams might result in output not being available or transferred to other Services by the scheduled time.

(b) The Scheduled Services will be in compliance with applicable requirements, and generally accepted business operations.

(c) City is aware that Contractor manages several additional processes during Non-Critical Application Availability Time. Contractor will have the right to maintain schedule restrictions in the event City does not meet scheduling commitments.

(d) City understands that the completion of many Services depends on Contractor and the City successfully and jointly managing defined responsibilities.

**Contractor Scheduled Services**

(a) Contractor and City will develop a schedule service daily calendar.

Once this calendar is developed, Contractor will develop service levels around that calendar. The parties anticipate that this schedule will be completed, agreed upon and approved by Contractor and the City before the Effective Process Date.

(b) Contractor's obligations to perform according to Scheduled Services Performance Standards is subject to Contractor's receipt of critical inputs from City prior to designated times in pre-defined formats and successful completion of the appropriate City Application job stream (inputs from City Interface Applications). These critical inputs include all cleansed data that is used for billing operations.

(c) Contractor is responsible for notifying City when process output will not be available by the scheduled time. City will notify the appropriate End Users.

(d) City recognizes that deviation from City's scheduled process streams may result in process output not being available by the scheduled time, resulting in impact to online availability or Performance Standards for other Services.

(e) Periodic batch processes will not be included in the process schedule. Such batches are typically run during the normal course of system operations, and include the following processes: purge, bad debt, statistics, aging, and interface activity.

(f) Major processing checkpoints occurring during the monthly period will be evaluated in accordance with the agreed-to Performance Standards (intermediate processes may be completed before or after scheduled times with no impact on penalties). A nonconformance penalty described in Section XX may be applied if Contractor does not meet the highlighted Performance Standards as agreed upon between the parties. A maximum of one Scheduled Service Process penalty can be assessed for a given month. Consecutive month Scheduled Service penalties may be assessed if successive month non-conformance to a highlighted Performance Standards as agreed upon between the parties.

### **Data Network Response Time (DNRT)**

Contractor will provide a routine polling process to confirm communications to the City site. Data Network Response Time shall be measured in terms of two-way latency based on the time required for the polling communication between the system platform operations router and the City site router. Latency is based on 100-byte packets per PVC, sent every 10 minutes and measured over a one-month period. Excessive latency periods during approved or excusable scheduled outages shall be excluded from data network performance measurements. All polling measurements during the monthly period will be evaluated in accordance with the Performance Standards specified in XX. A non-conformance penalty described in Section XX may be applied if the measured response does not meet or exceed the Performance Standards specified in XX.

#### *Data Network Response Time (DNRT)*

#### **Definitions Polling Measurements**

Response Times 99.8T in less than or equal to 0.5 seconds

### **Data Network Availability (DNA)**

System platform Data Network Availability will be assessed based on operational center to City router polling (same process used to analyze network performance). Failures to receive a polling response shall be deemed to be a network outage. The duration of the network outage shall be deemed to be the duration of successive periods of failed response.

(a) Network services will be made available in accordance with the schedule set forth in Chart 3.3-F of this Schedule for each defined location.

Network Availability assumptions are as follows:

Normally scheduled, City approved schedule Changes, or Excusable Downtime related to network outages shall not be included in determining network availability.

(b) Normal systems maintenance will be scheduled during Non-Critical Application Availability Time to avoid periods of critical need.

(c) A non-conformance penalty described in Section XX may be imposed, subject to other provisions of this Agreement, if the downtime is in excess of the Performance Standards specified XX. A maximum of one component penalty can be assessed for a given month. Consecutive month penalties can be assessed if successive month non-conformance to the Performance Standards specified in XX occurs.

*Data Network Availability (DNA)*

<b>Definition</b>	<b>Availability Period</b>	<b>Performance Standard: Maximum Monthly Period of Availability During Defined Availability Period</b>
Network Connectivity from Operational Center to City Site Router	24 X 7 (Excluding Scheduled Downtime)	99.25%
Network Connectivity to Other Servers or Hosts Under Contractor Operational Control	24 X 7 (Excluding Scheduled Downtime)	99.25%

**Application Maintenance Standards (AM) and Help Desk Availability (HDA)**

(a) Contractor will perform the Applications support for Critical Applications as listed in Chart 3.3-G of this Schedule. Support incident response and resolution will be in accordance with the severity level and the incident management process as defined in XX.

(b) A response is defined as the analysis, definition, internal recording, tracking, and communication of an incident report to City. Resolution of an identified support incident will be completed promptly, consistent with the priority codes. Solutions may not be identified within response time frames.

(c) Support incidents shall be prioritized based on how the issue impacts City's business, and shall be defined by the priority codes that follow. City will receive a response based on a combination of the priority and the sequence in which the incident is received by Contractor.

(d) Once a support incident has been recorded, Contractor will generate a job request directly related to the incident. Contractor is responsible for setting job request priorities among City's job requests. The priorities are set based on outstanding support incidences, their relative priorities and the time at which they were received by Contractor from City. City will receive a response to its support incidence based on the job request priority, the nature and complexity of the problem, and Contractor's version policies (as specified in XX). City and Contractor will routinely review the priority assignments for requests to ensure they support the goal of high quality service and cost-effectiveness.

(e) City will utilize emergency access numbers to contact support personnel during off-hour periods for all Emergency (E) priority codes. City will utilize non-emergency contact methods for all Critical (1), Restricted (2), and Not Urgent (3) priority codes. (g) The Application Maintenance Standards and Help Desk

Availability will be measured over the period of each month according to the measurement criteria outlined in XX. A non-conformance penalty described in Section XX may be imposed, subject to other provisions of this Agreement, if a response or resolution approach is not followed. Consecutive month penalties can be assessed if successive month nonconformance to the Performance Standards specified in XX occurs.

City is responsible for assigning a priority to all support incidences consistent with the following code definitions. Usable performance measurement and application of penalties depends on City demonstrating accurate usage of these priorities:

**E=Emergency. Critical operation or function of the system has been halted. Thirty (30) - minute response required.** City and/or Contractor personnel who provide business process support experience a system halt, which has a critical impact on City's business operations or the provision of business process support by Contractor. Performance Standards may be impacted.

**1=Critical. Daily operation of the system can continue, but some significant component has been halted. The situation requires response within one hour (within the defined hours of the Availability period in XX).** The Application is not functioning as defined. The system operates and processing can continue, but is severely restricted; or End Users and/or Contractor personnel providing business process support cannot find a workaround for the Application. Performance Standards may be impacted.

**2=Restricted. All critical components of daily operation are functioning. Response is required within 4 hours (within the defined hours of the availability period in XX).** City and End Users and/or Contractor personnel who provide business process support can use the Application with some restrictions of function. These restrictions do not have a critical impact on City's business operations. A workaround as resolution may be available. Performance Standards are not impacted.

**3=Not Urgent. The issue or request is not critical to daily operations. Response will be given within 24 hours or the next Business Day (within the defined hours of the Availability period in XX).**

The issue causes minor or no impact to City and End Users and/or Contractor personnel who provide business process support. The issue causes minor or no impact to City and End Users and/or Contractor personnel providing business process support. Problems have been bypassed. Performance Standards are not impacted.

*Application Maintenance Standards (AM) and Help Desk Availability (HAD)*

Priority/Help Desk Availability	Notification Method and Performance Standard for Response Time	Performance Standard for Resolution Approach	Maintenance Definitions
Priority E emergency	Telephone/Emergency PAGER Within 30 Minutes	Continuous 7 X 24 Until Resolved – One	A workaround will be identified

7 X 24		Hour to Begin Problem Determination and Corrective Action	and implemented promptly, and a fix will be transmitted promptly, upon completion.
Priority 1 Critical 5 X 8 (9am-5pm PT)	Telephone Within One Hour (in the Defined Availability Period)	24 Hours to Begin Problem Determination and Corrective Action	A workaround will be identified and implemented promptly. The issue will be fixed in the next release.
Priority 2 Restricted 5 X 8 (9am- 5pm PT)	Telephone Within 4 Hours (in the Defined Availability Period)	No Required Period to Begin Problem Determination and Resolution	A workaround may be provided, as available. The issue will be fixed in a future release.
Priority 3 Not Urgent 5 X 8 (9am-5pm PT)	Telephone Within 24 Hours (in the Defined Availability Period)	No Required Period to Begin Problem Determination and Resolution	Contractor will evaluate fixing or incorporating in a future release.

### Call Center

Call Center Performance Standards will be established to support the Contractor response and availability to Customers. All Call Center performance measurements are dependent on City staffing to acceptable levels and within acceptable training time frames. Sample Performance Standards are provided below:

- (a) Service Level Standard – Percent of calls answered within a mutually agreed-upon time frame measured in seconds (for example, 85% of calls received at the Automatic Call Distributor are answered in 45 seconds or less).
- (b) Non-conformance penalties will be defined depending on the definition of processes and events that are within the reasonable control of Contractor.

### Standard Performance Standards

Service Level Standard: 80% of All Calls Answered Within 45 Seconds; All Trunks Busy < 2% of All Calls.

Quality Assurance: Minimum of Three Calls Monitored of Each CSR Each Week

### Non-Conformance Penalties General

XX defines the fee discounts City may take in the event of Contractor's failure to meet Performance Standards. The fee discounts described in this Section shall be the exclusive remedies of City and the only liability of Contractor with respect to any failure to meet any Performance Standards.

**Monthly Financial Penalty Definitions**

- (a) In the event a Performance Standard is not met during the course of a monthly measurement period, XX defines the exclusive financial penalty (as a reduction in the monthly fee) to be applied against Contractor. The fee discount(s) shall be included on the monthly invoice, and deducted from the total amounts due on the invoice.
- (b) Performance Standard penalties may be increased as defined in XX if they occur for three (3) or more consecutive months.
- (c) In any given month, non-consecutive penalties cannot exceed 20% of the monthly invoice. Where consecutive month penalties are applied, the additional penalty amount can increase the monthly penalty cap to 25% of the monthly invoice.
- (d) City and Contractor recognize that a single event can impact more than one Performance Standard. Where a defined event leads to a performance penalty, the event cannot apply to multiple Performance Standards. For example, if the network has a major outage, Contractor may be penalized if Performance Standards are exceeded in the DNA Performance Standard (the recognized source of the problem). However, Contractor will not also be penalized for failing to meet scheduled processing deadlines during the outage.

**Monthly Point Penalty Definitions**

- (a) XX defines points associated with Performance Standard penalties. These points are independent of monthly financial penalties described in XX. Their sole purpose is to establish rolling three-month point limits to determine severe, ongoing operational penalties. Above a defined level, these points can lead to a termination of the Agreement.
- (b) If, during the course of a month, a financial penalty is applied, then the corresponding points in XX are tabulated for that month. If the same Performance Standards category leads to a financial penalty for three or more consecutive months, then the "consecutive month" point penalty is applied for appropriate monthly measurement period.
- (c) During any rolling, consecutive three-month period, if the three month total of penalty points exceeds a threshold of 15, then a breach in performance shall be deemed to exist. If during the next three-month window, the threshold has been exceeded again, then City shall have the right to terminate this Agreement. Such termination determination must be made within thirty (30) business days of Contractor's notification to City that points have exceeded the threshold for the second consecutive three-month period.
- (d) (d) The application of penalty points is not limited by monthly financial caps, but is governed by the application of monthly Performance Standard penalties.

*Fee Discounts and Penalty Points for Failure to Meet Performance Standards*

<b>Performance Area</b>	<b>Fee Discount Percentage</b>	<b>Consecutive Month Fee Discount</b>	<b>Monthly Performance Points</b>	<b>Consecutive Month Performance Points</b>
Critical Applications Availability (CCA)	Greater of 3% of Monthly Billing Services or \$ _____	2 Times Fee Discount	3	5
Application	Greater of 3%	2 Times Fee	2	4

Response Time (ART)	of Monthly Billing Services or \$	Discount		
---------------------	-----------------------------------	----------	--	--

<b>Performance Area</b>	<b>Fee Discount Percentage</b>	<b>Consecutive Month Fee Discount</b>	<b>Monthly Performance Points</b>	<b>Consecutive Month Performance Points</b>
Data Network Availability (DNA)	Greater of 3% of Monthly Billing Services or \$	2 Times Fee Discount	2	2
Data Network Response Time (DNRT)	Greater of 3% of Monthly Billing Services or \$	2 Times Fee Discount	2	2
Scheduled Services (SCS)	Greater of 2% of Monthly Billing Services or \$	No increase	2	2
Application Maintenance Standards (AM)	Greater of 2% of Monthly Billing Services or \$	2 Times Fee Discount	1	2
Help Desk Availability (HDA)	Greater of 1% of Monthly Billing Services or \$	2 Times Fee Discount	1	2
Call Center Penalties	Greater of 1% of Monthly Billing Services or \$	2 Times Fee Discount	2	5

**Quality Assurance and Reporting**

Contractor will report to City:

- (a) Malfunctions discovered by Contractor in the System and equipment.
- (b) Knowledge of circumstances that are likely to result in malfunction or lead to a delay in the performance of the Services (including the estimated duration and impact of the delay, the

methods being used to resolve the delay, and periodic standard status reports regarding the delay).

(c) Contractor's detailed description of the proposed solution to Items (a) and (b) above.

## **SCHEDULE XX: APPLICATIONS SOFTWARE**

Per Proposal

## **SCHEDULE XX: DESCRIPTION OF CONTRACTOR'S INTERFACES**

Per Proposal

## **SCHEDULE XX: CITY INTERFACES**

City Network Connections – per RFP

City will be responsible for all networking at City's facility. This includes all network connections up to the router for the connection to the Contractor network.

City Affiliates It will be the sole responsibility of City to maintain all relations with all City Affiliates. All new interfaces between these Affiliates will be subject to approval by the Change Management Review Board.

## **SCHEDULE x: DISASTER RECOVERY SERVICES AND PLAN**

### **Introduction**

Contractor shall provide Disaster Recovery services to City as part of the Services. It is Contractor's intent to provide Disaster Recovery Services for the customer service platform and business process operations support at a level of performance that will allow City to restore and continue those functions which are vital to the continuation of City's business operations during a declared Disaster. Contractor will make commercially reasonable efforts to meet Performance Standards during such a Disaster.

### **Services**

(a) Contractor will have the option to provide Disaster Recovery Services itself or to obtain such services from a vendor. In the event of a Disaster, Contractor will deliver the following:

(1) An operational environment and telecommunications capability to support the System.  
(2) The Data, software, telecommunication connectivity, and/or personnel necessary to restore the Critical Services and the System to the Recovery Center to City per the Disaster Recovery Plan.

(b) Contractor will develop a Disaster Recovery Plan prior to the Go-Live Date. This Disaster Recovery Plan will be attached to this Schedule. Contractor will be responsible, with assistance from City, for updating such plan in the event of operating environment Changes.

(c) Contractor will provide a representative to serve as a single point of contact to City. (d) Contractor, with the cooperation of City, will review, update and test the Disaster Recovery Plan. Contractor will provide City with a report of the test results, including problems and resolution plans.

### **New Services**

Additional Services, functions, or capacity added to the scope of Services may add to the services, function, and scope of the Disaster Recovery Plan.

## **DATA SERVICES, SECURITY, AND OWNERSHIP**

### **Data Services**

Contractor shall provide the following data Services:

- (a) Contractor shall provide data center management, operations, and production control Services.
- (b) Contractor shall maintain backup files and off-site storage for all Data. These tapes will be maintained for at least two months.
- (c) Contractor shall establish and maintain reasonable safeguards against the destruction, loss, or alteration of the Data in Contractor's possession.
- (d) In the event Contractor discovers or is notified of a material breach of security of the Data, Contractor will promptly notify City's Project Manager.

### **Ownership of and Access to Data**

The Data is and will remain the property of City. City shall have access to the Data for purposes of inspection, copying, and retrieval, provided that Contractor shall not be required to develop or modify any Hardware or software to facilitate such inspection, copying, or retrieval. Contractor shall not use the Data other than in connection with providing the Services. Contractor shall treat the Data as Confidential Information.

### **Correction of Errors**

The Parties shall use commercially reasonable efforts to cooperatively correct defects and errors in data that negatively impact the performance of the Services.

### **Return of Data**

Upon the written request of City, and at the cessation of all Termination Assistance Services, Contractor shall, as directed by City in its written request, either return to City in the format mutually agreeable by Contractor and City and on the media in use as of the date of the request, or erase or destroy all City specific data in its possession on the date specified in the written request. Any charges as a result of transmittal of data will be passed through to City without markup.

## **SCHEDULE x: ADDITIONAL SERVICES**

### **Additional Services**

City may request Contractor to provide Additional Services in accordance with the procedure set forth above. Following receipt of a request for Additional Services, the Change Management Review Committee will meet as soon as reasonably practicable to determine a rough estimate of the cost of performing such Additional Services. Work will begin upon the execution of the appropriate Change Management request form by both Parties, and Additional Services will be billed in accordance with the Schedule XX.

### **Termination Assistance Services**

The Termination Assistance Services shall include the following:

- (a) Contractor shall use commercially reasonable efforts to assist City or City's designee with developing a plan for the transition from Contractor to City or City's designee.
- (b) Contractor shall provide City, at City's expense, with:

(1) Pre-migration Services, including:

- (i) Freezing non-critical software Changes.
- (ii) Notifying outside vendors of procedures to be followed during the turnover phase.
- (iii) Reviewing software libraries (test and production) with the new service provider and/or City assisting in establishing naming conventions for the new production site.
- (iv) Analyzing space required for the databases and software libraries.

(2) Migration Services, including:

- (i) Unloading the production databases including staging data.
- (ii) Delivering tapes of production data.
- (iii) Assisting with the loading of the databases, assisting with the communications network turnover, if applicable, and assisting in the execution of a parallel operation until the effective date of expiration or termination of this Agreement.

**EXHIBIT A-1  
CUSP REQUIREMENTS**

**SYSTEM TECHNICAL REQUIREMENTS**

**6.1.80 TECHNICAL REQUIREMENTS (REFER TO SECTION 3.6 OF RFP).**

**FUNCTIONAL REQUIREMENTS**

**6.1.81 CUSP SHALL INCLUDE ALL OF THE FUNCTIONAL REQUIREMENTS IN SECTION 3.2 AND 3.2 OF RFP.**

### Functional Requirements Table

- Response Index** – Indicates how the Contractor has proposed to meet the requirement
- 6 Requirement met by commercial-off-the-shelf (COTS) software package. Can be demonstrated at an installed production site.
  - 7 Requirement will be met by enhancement or planned revision to existing COTS package.
  - 8 Requirement will be met via new/existing system tools or modules.

(INSERT TABLE from Section 3.2 of RFP)

**EXHIBIT B**  
**PAYMENT SCHEDULE**

## **PAYMENT TERMS**

### **6.1.82 THE MAXIMUM AMOUNT PAYABLE FOR ALL PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT EXCEED**

\_\_\_\_\_.

### **6.1.83 PROGRESS PAYMENTS SHALL BE MADE TO CONTRACTOR BY CITY NET THIRTY (30) DAYS FOLLOWING ACCEPTANCE OF DESIGNATED MILESTONES, AS SHOWN IN PROJECT PERFORMANCE AND PAYMENT SCHEDULE BELOW, AND RECEIPT OF CONTRACTOR INVOICE BY CITY. ALL PAYMENTS SHALL BE BASED ON ACCEPTANCE OF DELIVERABLES SPECIFIED. 20% OF THE TOTAL CONTRACTOR PAYMENT FOR IMPLEMENTATION SERVICES SHALL BE PAID FOLLOWING THE "GO-LIVE" DATE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:**

- **WITHIN FORTY-FIVE (45) DAYS FOLLOWING THE SUCCESSFUL COMPLETION OF ALL DELIVERABLES PRECEDING THE ONE-YEAR MAINTENANCE PERIOD (FOR LICENSED SOLUTION)/ WITHIN 45 DAYS FOLLOWING GO-LIVE DATE FOR HOSTED SOLUTION, 10% OF THE TOTAL PAYMENT FOR IMPLEMENTATION SERVICES SHALL BE PAID TO CONTRACTOR.**
- **WITHIN THIRTY (30) DAYS FOLLOWING SUCCESSFUL COMPLETION OF THE ONE-YEAR MAINTENANCE PERIOD (FOR LICENSED SOLUTION) OR WITHIN THIRTY (30) DAYS FOLLOWING COMPLETION OF ONE YEAR OF SERVICE FROM THE GO-LIVE DATE (FOR HOSTED SOLUTION), 10% OF THE REMAINING PAYMENT FOR IMPLEMENTATION SERVICES SHALL BE PAID TO CONTRACTOR.**

## **PROJECT PERFORMANCE & PAYMENT SCHEDULE**

### **6.1.84 COMPENSATION SHALL BE AS SET FORTH BELOW IN TABLE B1: PERFORMANCE AND PAYMENT SCHEDULE.**

6.1.84.1 All invoicing shall include only deliverables accepted and approved in writing by the City's Project Manager.

6.1.84.2 All invoices will be held pending outstanding monthly performance reports.

### **6.1.85 ALL DATES IN TABLE B1 SHALL BE AMENDED ONLY WITH THE APPROVAL OF THE CITY'S PROJECT MANAGER.**

### **6.1.86 WORK SHALL COMMENCE IMMEDIATELY UPON EXECUTION OF THE AGREEMENT.**

### **6.1.87 ALL TIMELINE DATES ARE UNDERSTOOD TO BE CLOSE OF BUSINESS, 5:00 P.M. PT.**

### **6.1.88 IF TIMELINE DATES FALL ON A WEEKEND OR CITY HOLIDAY, THE DATE IS UNDERSTOOD TO BE THE NEXT BUSINESS DAY.**

**6.1.89 THE CITY OF SAN JOSE RECOGNIZES THE FOLLOWING 14 HOLIDAYS:**

	<i>2003</i>	<i>2004</i>		<i>2003</i>	<i>2004</i>
New Year's Day	Jan 1	Jan 1	Labor Day	Sept 1	Sept 6
Martin Luther King Day	Jan 20	Jan 19	Columbus Day	Oct 13	Oct 11
Presidents Day	Feb 17	Feb 16	Veterans Day	Nov 11	Nov 11
Caesar Chavez Day	Mar 31	Mar 29	Thanksgiving	Nov 27,28	Nov 25, 26
Memorial Day	May 26	May 31	Christmas	Dec 24,25	Dec 23, 24
Independence Day	Jul 4	July 5	New Year's Eve	Dec 31	Dec 30, 31

**Table B1: Performance and Payment Schedule**

To be Costs proposed by Contractor (refer to RFP Attachment D – Cost Proposal Form) and agreed to by City with Deliverables and completion dates)

**EXHIBIT C  
INSURANCE REQUIREMENTS**

REFER TO EXHIBIT A OF RFP

## EXHIBIT D DEFINITIONS

<b>Black Box Testing</b>	Testing of functional requirements without having, or explicitly using, knowledge of the internal structure to guide testing scenarios or test data
<b>Core System</b>	
<b>Director</b>	The Director of Environmental Services of the City of San Jose or his/her designee
<b>CUSP</b>	.
	.
<b>SMR</b>	Self Monitoring Report
<b>White Box Testing</b>	Testing using knowledge of the internal structure of the software to guide testing scenarios and test data
<b>Acceptance Date</b>	the date upon which City transmits a written notice to Contractor stating that City has determined that the Software has met the criteria contained in the Scope of Services (EXHIBIT A).
<b>Software</b>	those certain software programs identified in Exhibit A, and all related materials, documentation, and information to be received by City from Contractor.

## **EXHIBIT E**

### **LICENSE AGREEMENT (LICENSED SOLUTION ONLY)**

**IMPORTANT:** All Licensor software is transferred only on the condition that the Licensee agrees to the following license. This license covers all software programs supplied by Licensor including Licensor's proprietary programs as well as programs developed by third parties and distributed under license by Licensor. This license does not apply to any software application packages or other software programs purchased or obtained from any third party.

Licensor agrees to grant and Licensee agrees to accept non-exclusive and non-transferable licenses to use each of the software programs listed below (the "Licensed Programs").

This License Agreement authorizes the Licensee to use the Licensed Program(s) in machine-readable form on the Licensee's personal computer. A separate license is required for each stand-alone personal computer on which the Licensed Program will be used. No title or ownership of the Licensed Programs or any part thereof is hereby transferred to Licensee.

### **LICENSED PROGRAM:**

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#### **1. Term**

This License Agreement is effective when the Licensed Program is installed at a Licensee's personal computer and shall remain in force until terminated. This License Agreement may be discontinued by the Licensee at any time upon one month's prior written notice. Licensor may terminate this License Agreement if the Licensee fails to comply with any of the terms and conditions of this License Agreement within ten (10) days of such notice. Licensee agrees upon such termination to destroy the Licensed Programs together with all copies, modifications and merged portions in any form.

#### **2. Payment**

Payment for the license and delivery of the documentation and media on which the Licensed Programs are recorded is governed by Agreement for Customer Relationship Management, Utility Billing, Partner Relationship Management System between \_\_\_\_\_ and the City of San Jose, dated \_\_\_\_\_, 2003.

#### **3. Copying of Licensed Program(s)**

Any Licensed Programs which are provided by Licensor in machine readable form may be copied in whole or in part in machine readable form in sufficient number for use by the Licensee with the designated personal computer, to understand the contents of such machine readable material, for back-up purposes, or for archive purposes, provided, however, that no more than two (2) copies will be in existence under any license at any one time without prior written consent from Licensor. The original and any copies of the Licensed Programs, in whole or in part, which are made by the Licensee shall be the property of Licensor governed by this License Agreement. Licensor does not own the media on which the Licensed Programs are recorded. Licensee shall not create by de-compilation or otherwise, the source programs or any part thereof from the object program or from other information made available under this License Agreement.

Licensee must reproduce and include the copyright notice of Licensor and any other person which has licensed Licensor to distribute software on any copy, in whole or in part, of the Licensed Programs.

#### **4. Confidentiality**

Licensee shall not sell, transfer, publish, disclose, display or otherwise make available any Licensed programs or copies thereof to others. Licensee acknowledges that the Licensed Programs are proprietary to and constitute valuable trade secrets of Licensor and of any parties under whose license Licensor provides the Licensed Programs whether or not the Licensed Programs have been validly copyrighted or patented. Licensee agrees to secure and protect each program software product and copies thereof in a manner consistent with the maintenance of Licensor's rights therein and to take appropriate action by instruction or agreement with its employees to satisfy its obligations hereunder. Licensee shall notify Licensor immediately of any unauthorized possession, use or knowledge of the Licensed Programs or any portion thereof. Violation of the foregoing provisions shall be the basis for immediate termination of this license. In addition, Licensor shall be entitled to injunctive relief without the necessity of posting a bond if Licensee violates the foregoing provisions, it being acknowledged that any such violation shall cause irreparable harm to Licensor for which monetary damages shall not provide an adequate remedy. Termination of the license and injunctive relief shall be in addition to and not in lieu of any other legal or equitable remedies available to Licensor.

#### **5. Limited Warranty**

Licensor's obligations respecting the Licensed Programs are limited to the Customer Relationship Management, Utility Billing, Partner Relationship Management System between \_\_\_\_\_, and the City of San Jose, dated \_\_\_\_\_, 2003.

#### **6. Limitations of Remedies**

Licensor's entire liability and Licensee's exclusive remedy shall be the replacement of any diskette/CD not meeting Licensor's "Limited Warranty" and which is returned to Licensor. In no event will Licensor be liable for any damages, including any lost profits, or other incidental or consequential damages arising out of the use or performance of such Licensed Programs even if Licensor or an authorized Licensor dealer has been advised of the possibility of such damages. Licensee agrees that Licensor's liability arising out of contract, negligence, strict liability in tort or warranty shall not exceed any amounts paid by Licensee for the particular Licensed Programs identified above.

#### **7. Assignment; Binding Effect**

Licensee shall not assign, license, sublicense, transfer, pledge, hypothecate or otherwise transfer this license or permit any other person to use the Licensed Programs without Licensor's prior written consent. Licensor may assign this License Agreement without Licensee's consent. This License Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

#### **8. General**

(a) This License Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to any provisions thereof governing conflicts of laws.

(b) The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.

(c) No action, regardless of form, arising out of this License Agreement may be brought by Licensee more than two (2) years after the cause of action has arisen.

(d) Each provision of this License Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this License Agreement is declared void, such provision shall be deemed severed from this License Agreement, which shall otherwise remain in full force and effect.

**EXHIBIT F  
MAINTENANCE AGREEMENT (LICENSED SOLUTION ONLY)**

**POST ACCEPTANCE MAINTENANCE PLAN**

**6.1.90 CONTRACTOR SHALL PROVIDE POST INSTALLATION REVIEW AND SUPPORT FOR ONE-YEAR AFTER GO LIVE DATE TO ENSURE THAT THE SOFTWARE IS WORKING CORRECTLY.**

6.1.90.1 Contractor shall provide support via a secured VPN/Terminal service over a high speed internet connection.

6.1.90.2 Contractor shall provide support on-site as requested by City.

**6.1.91 CONTRACTOR SHALL PROVIDE A MAINTENANCE AGREEMENT, WHICH SHALL INCLUDE**

6.1.91.1 Fixes and correction of all defects found by the City or Contractor

6.1.91.2 Contractor shall resolve any defects found during the maintenance period according to the following table:

Level	Description	Definition	Maximum Resolution Time
1	Major Error without Workaround	Abnormal termination that cannot be bypassed Major numerical errors Data corruption Unimplemented requirements	2 days
2	Major Error with Workaround	Abnormal termination that can be bypassed Small numerical errors Minor failures implementing requirements	1 week
3	Cosmetic Error	Formatting Description Display Message	2 weeks

6.1.91.3 Product upgrades and enhancements to the product at no additional charge, including installation and training

6.1.91.3.1 \_\_\_\_\_ customization is guaranteed to work with future product upgrades.

b. Installation may be conducted via VPN, and training may be provided via WebEx or other internet conferencing

6.1.91.4 Troubleshooting and help with any needed disaster recoveries of data

6.1.91.5 Continuing support of technology transfer capability for City DBA

6.1.91.6 Unlimited access to \_\_\_\_\_ staff for questions, problem resolution, information, etc. by phone and Email

6.1.91.7 Support via a secured VPN/Terminal service over a high speed internet connection

6.1.91.8 Support on-site as requested by City

**EXHIBIT G  
CHANGE ORDER FORM**

CHANGE ORDER # \_\_\_\_

TO AGREEMENT FOR \_\_\_\_\_ SYSTEM

BETWEEN THE CITY OF SAN JOSE AND \_\_\_\_\_

Pursuant to Section \_\_\_\_ of the Agreement for \_\_\_\_\_ System between the City of San Jose and \_\_\_\_\_, is hereby amended as follows:

*(The following language is hereby provided as an example of how to complete this form.)*

**1. Contractor shall provide the following additional services at the costs indicated below:**

TOTAL	

**2. The following services, products or deliverables are hereby deleted and the associated costs in amounts set forth below are also deleted.**

TOTAL	

**3. Exhibit \_\_\_\_ is hereby amended to read as set forth in the Revised Exhibit \_\_\_\_ which is attached hereto.**

**4. All of the terms and conditions of the Agreement not modified by Change Order shall remain in full force and effect.**

I hereby certify that an unexpended appropriation is available in Fund _____ for the Agreement, and that funds are available as of the date of this signature.	Total Cost of Change	
	Total Credit of Change	0
	Previous Amendments and/or Change Orders	
	Original Contract	
Principal Accountant _____ Date _____		

<b>ACCEPTANCE</b>	<b>APPROVED AS TO FORM</b>
Contractor hereby agrees to accept the amount set forth herein as payment in full of the work described and further agrees that Contractor is entitled to no additional time or compensation for such work other than as set forth herein.	_____ Brian Doyle Senior Deputy City Attorney
Contractor	City of San José
_____ Date	_____ Date

## EXHIBIT H CONFIDENTIALITY AGREEMENT

\_\_\_\_\_ **SOURCE CODES AND RELATED DOCUMENTATION**  
\_\_\_\_\_ is prepared to furnish the City of San Jose (hereby referred as the "City")  
with source codes and all related system documentation about the \_\_\_\_\_. As  
a condition to the receipt of such information, the City agrees to enter this Agreement with  
\_\_\_\_\_.

### 13.0 **ARTICLE 1: PROVISION OF SOURCE CODE**

- 1.a. **Purpose:** \_\_\_\_\_ is entering into this Agreement with the City for the purpose of providing the City with the Source Codes for \_\_\_\_\_, including all revisions thereto (hereby referred as "Source Code") as required in the Customer Relationship Management, Utility Billing, Partner Relationship Management System between \_\_\_\_\_ and the City of San Jose (CUSP Agreement).
- 1.b. **First Delivery of the Source Codes:** Upon the completion of CUSP Agreement, Exhibit B, Table B1, Item 9, \_\_\_\_\_ shall deliver in a sealed package a complete, up-to-date, accurate copy of the Source Codes to the City.
- 1.c. **Delivery of Additional Source Codes:** For each major release, \_\_\_\_\_ shall deliver in a sealed package a complete, up-to-date, accurate copy of the Source Codes to the City.
- 1.d. **Source Codes Requirements:** The Source Codes shall be labeled to denote the version or release and the current date thereof and will be delivered to the designated contact specified in this Agreement. The Source Codes shall be in a machine-readable form on machine-readable storage medium suitable for long-term storage and will be compatible with the computer system then being used by the City, which, when compiled, will produce the object version of the \_\_\_\_\_ software. Delivery of the Source Codes to the City does not transfer any rights to the City except those setout in this Agreement.
- 1.e. **Safeguarding of the Source Codes:** The City agrees to assign a representative to store and safeguard the Source Codes in a secure and locked place. \_\_\_\_\_ shall establish and notify the City of reasonable parameters for the temperature and the humidity of and the dust and magnetic influences in the environment of the storage area required for the Source Codes. \_\_\_\_\_ represents, warrants and covenants to the City (and acknowledges that the City is relying thereon) that
  - i. the Source Codes (including all intellectual property rights therein) are lawfully owned by \_\_\_\_\_ and are proprietary to \_\_\_\_\_;
  - ii. the Source Codes are complete and otherwise accurately reflect the version of the \_\_\_\_\_ software then in use by the City;
  - iii. the Source Codes do not and will not infringe or otherwise violate the rights of any third party; and

- iv. the Source Codes do not contain any virus, designed to disable, erase, destroy, damage, alter or render meaningless, useless or ineffective or otherwise harm the \_\_\_\_\_ software.

The City agrees to take all reasonable precautions to prevent third parties from using the Source Codes and will not release the Source Codes to any party without the written authorization by \_\_\_\_\_.

Within 15 days of receiving the Source Codes from \_\_\_\_\_, the City will provide \_\_\_\_\_ with the name, phone, fax, and address of the representative who will perform the duty of safeguarding the Source Codes. The City also agrees to notify \_\_\_\_\_, within 30 days, when the representative has been changed.

- 1.f. **Prohibition to Copy, Reproduce, and Distribute:** The City is prohibited from copying, reproducing, re-manufacturing, making available to any third party, or distributing the Source Codes for purposes other than those set out herein without the explicit written authorization of \_\_\_\_\_.
- 1.g. **Conditions for Accessing the Source Codes by the City:** \_\_\_\_\_ grants a perpetual, non-exclusive, non-transferable license to the City to access and use the Source Codes for the purpose of system support and maintenance under the following conditions.
  - (i) If \_\_\_\_\_ has filed a voluntary petition in bankruptcy or insolvency, or been ordered by a court of competent jurisdiction to cease operations; or
  - (ii) If a proceeding in bankruptcy, receivership, liquidation or insolvency has been commenced, in any jurisdiction, against \_\_\_\_\_, or its property, and the same has not been dismissed within thirty (30) days; or
  - (iii) If \_\_\_\_\_ has ceased to offer or provide support and maintenance services for the \_\_\_\_\_ software while the City has maintained an active technical support program with \_\_\_\_\_ and paid the required fees in full; or
  - (iv) If \_\_\_\_\_ provides a written authorization to the City to have access to and use the Source Codes; or
  - (v) If City is not under agreement for technical support services with \_\_\_\_\_.
- 1.h. **Use of the Source Codes:** The City hereby agrees that the Source Codes will be used solely for the purpose of system support and maintenance to the \_\_\_\_\_ systems installed at the City. The Source Code and related documentation are for the City's internal use, only, and shall not be released to any third party. If the City elects to change the Source Codes, as permitted under Section (1.g) in any way (examples include, but are not limited to, modification of original contents, copying for modifications, development of new codes from original contents), \_\_\_\_\_ will continue to maintain its exclusive ownership of the entire Source Codes including the portion of the original Source Codes owned by \_\_\_\_\_ and used by the City for the development of a new program or revision. In addition, the Source Codes modified by the City will no longer be supported by \_\_\_\_\_ unless written consent is given by \_\_\_\_\_ prior to any changes by the City.

## **ARTICLE 2: GENERAL**

- 2.a. **Ownership of the Source Codes:** \_\_\_\_\_ represents, warrants and covenants to the City (and acknowledges that the City is relying thereon) that it owns the entire title of the \_\_\_\_\_ Systems and that the Source Codes are part of the \_\_\_\_\_ Systems and are properties of \_\_\_\_\_ and that the ownership is protected under the copyright laws and international treaties. Unauthorized reproduction or distribution of the Source Codes, or any part of them, may result in severe civil and criminal penalties under the law. \_\_\_\_\_ further agrees that the provisions of CUSP Agreement subsection A of Section 8 shall apply in the event that a claim of infringement is made against City for use of the Source Codes.
- 2.b. **Proprietary and Confidential Nature of the Information:** \_\_\_\_\_ represents, warrants and covenants to the City (and acknowledges that the City is relying thereon) that the Source Codes are proprietary and confidential to \_\_\_\_\_. Unauthorized disclosure of the Source Codes and \_\_\_\_\_ proprietary information contained therein to any party will result in substantial business damages and financial loss to \_\_\_\_\_.
- 2.c. **Legal Proceedings to Disclose the Material:** If the City or any of its representatives is requested or required (by oral question or request for information or documents in legal proceedings, interrogatories, subpoena, civil investigative demand or similar process) to disclose any of the \_\_\_\_\_ proprietary technologies and documentation referred to herein, it is agreed that the City will provide \_\_\_\_\_ with prompt notice of any such request or requirement so \_\_\_\_\_ may seek an appropriate protective order, or waive The City compliance with the provisions of this Agreement.
- 2.d. **Return of the Material:** Where \_\_\_\_\_ terminates this Agreement by reason of: (1) the City being in breach of any of its obligations under this Agreement and the City not curing such breach within 30 days to the reasonable satisfaction of \_\_\_\_\_; or (2) where the City no longer requires such Material and upon notice to \_\_\_\_\_ of such, \_\_\_\_\_ so requests, the City will promptly return all the Source Codes and all the related proprietary technologies and documentation (“Material”) referred to herein to \_\_\_\_\_, without retaining a copy thereof, unless required by law. In such an event, at \_\_\_\_\_’s request, all other copies of any Materials will be destroyed or, if this is not possible, held by the City subject to this Agreement, which shall continue for this purpose. Despite the return or destruction of any Material, the City will continue to be bound by its obligations of confidentiality and other obligations hereunder.
- 2.e. **Notices:** All notices shall be given to the designated contacts specified in this Agreement. It shall be the responsibility of the parties to notify each other in the event of a change of address. All documents and communications may be delivered by First Class mail.
- 2.f. **Severability:** Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is found to be invalid, the parties agree that, unless it materially affects the entire intent of this Agreement, such provision shall affect neither the validity of this Agreement nor the remaining provisions. The provision in question shall be

deemed to be replaced with a valid provision most closely reflecting the intent of the original provision.

2.g. **Successors:** This Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties.

2.h. **Miscellaneous:**

(i) It is further understood and agreed that no failure or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise thereof shall preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

(ii) It is further understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement and Contractor shall be entitled to specific performance and injunctive or other equitable relief as a remedy for such breach without the necessity for posting a bond. Such remedy shall be in addition to all other remedies available at law or equity to Contractor.

**DESIGNATED CONTACTS:**

<b>City</b>		<b>Contractor</b>	
Name:	<u>- City of San Jose</u>	Name:	<u>_____</u>
Address:	<u>777 North First Street, Ste. 300 San Jose, CA 95112</u>	Address:	<u>_____</u>
Telephone:	<u>(408) xxx-xxxx</u>	Telephone:	<u>(xxx) xxx-xxxx</u>
Fax:	<u>(408) xxx-xxxx</u>	Fax:	<u>(xxx) xxx-xxxx</u>

**EXHIBIT C: CUSP RFP TIMELINE**

ID		Task Name	Start	Duration	Finish
1		<b>RFP Development</b>	<b>Thu 2/27/03</b>	<b>71 days</b>	<b>Thu 6/5/03</b>
17		<b>Vendor Selection</b>	<b>Fri 6/6/03</b>	<b>88 days</b>	<b>Tue 10/7/03</b>
18		Create Proposal Evaluation Team	Mon 6/16/03	11 days	Mon 6/30/03
19		Bidders receive and review RFP's	Fri 6/6/03	10 days	Thu 6/19/03
20		Pre-proposal conference	Fri 6/20/03	1 day	<b>Fri 6/20/03</b>
21		Written questions received from bidders	Fri 6/6/03	15 days	<b>Thu 6/26/03</b>
22		Answers to written questions distributed	Thu 7/10/03	10 days	Wed 7/23/03
23		Proposals due date	Thu 7/31/03	0 days	<b>Thu 7/31/03</b>
24		Scoring teams review/score proposals	Mon 8/4/03	8 days	Wed 8/13/03
25		Finalists are Selected	Wed 8/13/03	0 days	<b>Wed 8/13/03</b>
26		Technical and functional due-diligence	Thu 8/14/03	15 days	Wed 9/3/03
27		Oral Presentation & Product Demonstration	Mon 8/25/03	5 days	Fri 8/29/03
28		Final Proposal Evaluation	Wed 8/13/03	19 days	Mon 9/8/03
29		Supplier selection made	Mon 9/8/03	0 days	<b>Mon 9/8/03</b>
30		Council memo developed	Mon 9/15/03	3 days	Wed 9/17/03
31		Council memo reviewed/submitted and approved	Thu 9/18/03	14 days	Tue 10/7/03
32		<b>Contract Negotiation and Signing</b>	<b>Mon 9/15/03</b>	<b>41 days</b>	<b>Mon 11/10/03</b>
33		Assemble a Negotiation Team	Mon 9/15/03	17 days	Tue 10/7/03
34		Negotiate final contract and SOW	Tue 10/7/03	21 days	Tue 11/4/03
35		Legal review of contract	Tue 11/4/03	4 days	Fri 11/7/03
36		Final contract signed by supplier	Mon 11/10/03	1 day	<b>Mon 11/10/03</b>
37		Council memo developed	Fri 11/7/03	3 days	Tue 11/11/03
38		Council memo reviewed/submitted and approved	Tue 11/11/03	16 days	Tue 12/2/03
39		Final contract to GS Manager for signature	Wed 12/3/03	4 days	Mon 12/8/03
40		Final contract routed to Clerk's office	Wed 12/3/03	4 days	Mon 12/8/03

**EXHIBIT D: DATA MODEL**

<b>Data Model</b>		
<b>TABLE</b>	<b>[dbo].[ABOUT_TIME]</b>	
[trans_id]	[datetime]	NOT NULL
[acct_no]	[float]	NULL
<b>TABLE</b>	<b>[dbo].[ACCOUNT]</b>	
[F_NAME]	[char]	10 NULL
[M_INITIAL]	[char]	1 NULL
[L_NAME]	[char]	20 NULL
[NAME_PFX]	[char]	4 NULL
[NAME_SFX]	[char]	3 NULL
[ACCT_NO]	[float]	NOT NULL
[BLDG_NO]	[char]	10 NULL
[PRE_DIR]	[char]	2 NULL
[STRT_NAME]	[char]	25 NULL
[STRT_SFX]	[char]	5 NULL
[POST_DIR]	[char]	2 NULL
[CITY]	[char]	28 NULL
[STATE]	[char]	2 NULL
[ZIP]	[int]	NULL
[CAR_RT]	[smallint]	NULL
[DELIV_PT]	[tinyint]	NULL
[ACCT_OPEN_DT]	[datetime]	NULL
[EVENING_PHONE]	[char]	10 NULL
[SOC_SEC_NO]	[char]	9 NULL
[EMPLOYER]	[char]	25 NULL
[NO_IN_HH]	[tinyint]	NULL
[DAYTIME_PHONE]	[char]	10 NULL
[OLD_ACCT_NO]	[int]	NULL
[ACCT_ACTIVE]	[char]	1 NULL
[TERM_DATE]	[datetime]	NULL
[COMM_FLAG]	[char]	1 NULL
[SUITE_NO]	[char]	10 NULL
[ZIP_PLUS_4]	[smallint]	NULL
[COUNTRY]	[char]	15 NULL

[MOD10_CHECK_DIGIT]	[tinyint]	NOT NULL
[BILLING_CYCLE]	[tinyint]	NOT NULL
[NAME2_CD]	[char]	4 NULL
[MAIL_NAME2]	[char]	25 NULL
[FILL1]	[char]	4 NULL
[FILL2]	[char]	25 NULL
<b>TABLE [dbo].[ACCT_INDICATORS]</b>		
[ACCT_NO]	[float]	NOT NULL
[APS]	[char]	1 NULL
[EMAIL]	[char]	1 NULL
[EMAIL_ADDRESS]	[varchar]	255 NULL
[EVIEW]	[char]	1 NULL
[ACCT_TYPE]	[char]	1 NULL
<b>TABLE [dbo].[ACCT_TYPE]</b>		
[ACCT_TYPE]	[char]	1 NOT NULL
[ACCT_DESC]	[varchar]	40 NOT NULL
<b>TABLE [dbo].[ADJ_CODE]</b>		
[ADJ_CODE]	[char]	5 NOT NULL
[BILL_DESC]	[char]	20 NULL
[AMOUNT]	[money]	NULL
[CR_COLL_CODE]	[char]	5 NULL
[CODE_DESC]	[char]	20 NULL
<b>TABLE [dbo].[BATCH_PAYMENT_ENTRY_DETAIL]</b>		
[BATCH_DATE]	[datetime]	NOT NULL
[BATCH_NBR]	[smallint]	NOT NULL
[ENTRY_SEQ]	[int]	NOT NULL
[CREDIT_RECVD_DATE]	[datetime]	NOT NULL
[ACCOUNT_NBR]	[float]	NOT NULL
[PAYMENT_AMT]	[money]	NOT NULL
[SOURCE_DOC_NBR]	[char]	16 NULL
[SOURCE_DOC_TYPE]	[char]	5 NULL
[CHECK_DIGIT]	[tinyint]	NULL
<b>TABLE [dbo].[BATCH_PAYMENT_ENTRY_HEADER]</b>		
[BATCH_DATE]	[datetime]	NOT NULL
[BATCH_NBR]	[smallint]	NOT NULL
[USER_ID]	[char]	8 NOT NULL
[BATCH_TYPE]	[char]	4 NOT NULL

[PROCESS_DATE]	[datetime]	NOT NULL
[ENTRY_RUNNING_TOTAL]	[money]	NOT NULL
[HEADER_ENTERED_TOTAL]	[money]	NOT NULL
[TOT_NBR_TRANSACTIONS]	[int]	NOT NULL
[BATCH_CLOSE_FLAG]	[char]	1 NOT NULL
[BATCH_POST_FLAG]	[char]	1 NOT NULL
<b>TABLE</b>		
<b>[dbo].[BHIST]</b>		
[ACCT_NO]	[float]	NOT NULL
[MOD10_CHECK_DIGIT]	[tinyint]	NOT NULL
[STMT_DATE]	[datetime]	NOT NULL
[STMT_NBR]	[char]	14 NOT NULL
[PERIOD_FROM]	[datetime]	NOT NULL
[PERIOD_TO]	[datetime]	NOT NULL
[BALANCE_FORWARD]	[money]	NULL
[TOTAL_DUE]	[money]	NULL
[PREV_STMT_NBR]	[char]	14 NULL
[PREV_AMOUNT]	[money]	NULL
[DUE_BY]	[datetime]	NOT NULL
[MSG_A_L1]	[char]	30 NULL
[MSG_A_L2]	[char]	30 NULL
[MSG_A_L3]	[char]	30 NULL
[MSG_A_L4]	[char]	30 NULL
[MSG_A_L5]	[char]	30 NULL
[MSG_B_L1]	[char]	30 NULL
[MSG_B_L2]	[char]	30 NULL
[MSG_B_L3]	[char]	30 NULL
[MSG_B_L4]	[char]	30 NULL
[MSG_B_L5]	[char]	30 NULL
[CYCLE]	[tinyint]	NULL
[BILL_NAME_PFX]	[char]	4 NULL
[BILL_F_NAME]	[char]	10 NULL
[BILL_M_INITIAL]	[char]	1 NULL
[BILL_L_NAME]	[char]	25 NULL
[BILL_NAME_SFX]	[char]	3 NULL
[SERV_BLDG_NO]	[char]	10 NULL
[SERV_PRE_DIR]	[char]	2 NULL
[SERV_STRT_NAME]	[char]	25 NULL
[SERV_STRT_SFX]	[char]	5 NULL
[SERV_POST_DIR]	[char]	2 NULL
[SERV_SUITE]	[char]	10 NULL
[SERV_CITY]	[char]	28 NULL
[SERV_STATE]	[char]	2 NULL

[SERV_ZIP]	[int]	NULL
[SERV_CAR_RT]	[char]	4 NULL
[SERV_ZIP_PLUS_4]	[smallint]	NULL
[SERV_DELIV_PT]	[tinyint]	NULL
[SERV_COUNTRY]	[char]	15 NULL
[MAIL_NAME2_CODE]	[char]	4 NULL
[MAIL_NAME2]	[char]	25 NULL
[MAIL_BLDG_NO]	[char]	10 NULL
[MAIL_PRE_DIR]	[char]	2 NULL
[MAIL_STRT_NAME]	[char]	25 NULL
[MAIL_STRT_SFX]	[char]	5 NULL
[MAIL_POST_DIR]	[char]	2 NULL
[MAIL_SUITE]	[char]	10 NULL
[MAIL_CITY]	[char]	28 NULL
[MAIL_STATE]	[char]	2 NULL
[MAIL_ZIP]	[int]	NULL
[MAIL_CAR_RT]	[char]	4 NULL
[MAIL_ZIP_PLUS_4]	[smallint]	NULL
[MAIL_DELIV_PT]	[tinyint]	NULL
[MAIL_COUNTRY]	[char]	15 NULL

**TABLE** **[dbo].[BHIST\_DETAILS]**

[SLOC_NBR]	[int]	NULL
[ACCT_NO]	[float]	NOT NULL
[STMT_DATE]	[datetime]	NOT NULL
[TRANS_NBR]	[smallint]	NOT NULL
[RATE_AMOUNT]	[money]	NULL
[RATE_TOTAL]	[money]	NULL
[RATE_BILL_DESC]	[char]	20 NULL
[RATE_CODE]	[char]	6 NULL
[EFF_DATE]	[datetime]	NULL
[STOP_DATE]	[datetime]	NULL
[MULTIPLIER]	[smallint]	NULL
[BILL_FREQ]	[char]	1 NULL
[CYCLE]	[tinyint]	NULL

**TABLE** **[dbo].[CYCLES]**

[CYCLE]	[tinyint]	NOT NULL
[DESCRIPTION]	[varchar]	40 NULL
[FREQUENCY]	[char]	1 NULL
[APS]	[tinyint]	NOT NULL
[KUBRA]	[tinyint]	NULL
[KUBRA_CYCLE]	[tinyint]	NULL

<b>TABLE</b>		
<b>[dbo].[DR_CR_CONNECTION]</b>		
[DR_TRANS_ID]	[datetime]	NOT NULL
[CR_TRANS_ID]	[datetime]	NOT NULL
[CONNECTION_AMT]	[money]	NOT NULL
<b>TABLE</b>		
<b>[dbo].[EXPERIAN_UPDATE]</b>		
[PARCEL]	[char]	25 NOT NULL
[OWNERLAST]	[char]	15 NULL
[OWNERFIRST]	[char]	30 NULL
[PHONE]	[char]	12 NULL
[COOWNER]	[char]	30 NULL
[PREV_OWNER]	[char]	40 NULL
[MAILSTREET]	[char]	20 NULL
[MAILNUMBER]	[char]	6 NULL
[MAILCITY]	[char]	20 NULL
[MAILSTATE]	[char]	2 NULL
[MAILZIP]	[char]	5 NULL
[MAILZIP4]	[char]	4 NULL
[DOCNUM]	[char]	10 NULL
[TRANSDATE]	[datetime]	NULL
[DEEDTYPE]	[char]	20 NULL
[TITLECO]	[char]	30 NULL
[SITESTREET]	[char]	20 NULL
[SITENUM]	[char]	9 NULL
[SITECITY]	[char]	20 NULL
[SITESTATE]	[char]	2 NULL
[SITEZIP4]	[char]	4 NULL
[YEARBLT]	[char]	4 NULL
[SUBPLAT]	[char]	25 NULL
[TXRATE]	[char]	6 NULL
[LANDUSE]	[char]	6 NULL
[LEGALDES]	[char]	60 NULL
[SITEZIP]	[char]	5 NULL
[COUNTY]	[char]	15 NULL
<b>TABLE</b>		
<b>[dbo].[FIN_TRANS]</b>		
[TRANS_ID]	[datetime]	NOT NULL
[TRANS_TYPE]	[char]	3 NOT NULL
[STMT_NBR]	[char]	14 NULL
[SLOC_NBR]	[int]	NULL
[TRANS_AMOUNT]	[money]	NULL
[OUTSTANDING_AMOUNT]	[money]	NULL

[SATISFIED_FLAG]	[char]	1 NULL
[CHRG_CODE]	[char]	6 NULL
[ACCTG_MONTH]	[tinyint]	NULL
[ACCTG_YEAR]	[smallint]	NULL
[CR_COLL_CODE]	[char]	5 NULL
[ACCT_NO]	[float]	NOT NULL
[GL_INTERFACE_DATE]	[datetime]	NULL
[USERID]	[char]	3 NULL
[STMT_ACT_COLL_DT]	[datetime]	NULL
[CREDIT_RECVD_DATE]	[datetime]	NULL
[SOURCE_DOC_NBR]	[char]	16 NULL
[SOURCE_DOC_TYPE]	[char]	5 NULL
[BATCH_DATE]	[datetime]	NULL
[BATCH_NBR]	[smallint]	NULL
[BATCH_SEQ]	[int]	NULL
<b>TABLE [dbo].[FLAT_RATES]</b>		
[RATE_CODE]	[char]	6 NOT NULL
[RATE_AMOUNT]	[money]	NOT NULL
[EFF_DATE]	[datetime]	NOT NULL
[BILL_DESC]	[char]	20 NULL
[DESC_RATE]	[char]	20 NULL
[SERVICE_CODE]	[char]	5 NULL
[DWELLING_TYPE]	[char]	5 NULL
<b>TABLE [dbo].[HAULER_CODE]</b>		
[HAULER_CODE]	[char]	5 NOT NULL
[HAULER_DESC]	[varchar]	40 NOT NULL
<b>TABLE [dbo].[KUBRA_ALL]</b>		
[ROW_HDR]	[char]	6 NULL
[CONSOLIDATOR_NAME]	[varchar]	30 NULL
[CLIENT_NAME]	[varchar]	100 NULL
[LOGINID]	[varchar]	30 NULL
[ACCOUNT_NUMBER]	[varchar]	30 NULL
[EMAIL]	[varchar]	100 NULL
[REST]	[varchar]	255 NULL
[ACCT_NO]	[int]	NULL
[ISSUE]	[varchar]	255 NULL
<b>TABLE [dbo].[KUBRA_DEL]</b>		
[ROW_HDR]	[char]	6 NULL

[CONSOLIDATOR_NAME]	[varchar]	30 NULL
[CLIENT_NAME]	[varchar]	100 NULL
[LOGINID]	[varchar]	30 NULL
[ACCOUNT_NUMBER]	[varchar]	30 NULL
[EMAIL]	[varchar]	100 NULL
[REST]	[varchar]	255 NULL
[ACCT_NO]	[int]	NULL
[SLOC_NBR]	[int]	NULL
[CYCLE_OLD]	[tinyint]	NULL
[CYCLE_NEW]	[tinyint]	NULL
[STATUS]	[char]	8 NULL
[STATUS_DATE]	[datetime]	NULL
[ISSUE]	[varchar]	255 NULL
<b>TABLE [dbo].[KUBRA_MOD]</b>		
[ROW_HDR]	[char]	6 NULL
[CONSOLIDATOR_NAME]	[varchar]	30 NULL
[CLIENT_NAME]	[varchar]	100 NULL
[LOGINID]	[varchar]	30 NULL
[ACCOUNT_NUMBER]	[varchar]	30 NULL
[EMAIL]	[varchar]	100 NULL
[REST]	[varchar]	255 NULL
[ACCT_NO]	[int]	NULL
[SLOC_NBR]	[int]	NULL
[CYCLE_OLD]	[tinyint]	NULL
[CYCLE_NEW]	[tinyint]	NULL
[STATUS]	[char]	8 NULL
[STATUS_DATE]	[datetime]	NULL
[ISSUE]	[varchar]	255 NULL
<b>TABLE [dbo].[KUBRA_NEW]</b>		
[ROW_HDR]	[char]	6 NULL
[CONSOLIDATOR_NAME]	[varchar]	30 NULL
[CLIENT_NAME]	[varchar]	100 NULL
[LOGINID]	[varchar]	30 NULL
[ACCOUNT_NUMBER]	[varchar]	30 NULL
[EMAIL]	[varchar]	100 NULL
[REST]	[varchar]	255 NULL
[ACCT_NO]	[int]	NULL
[SLOC_NBR]	[int]	NULL
[CYCLE_OLD]	[tinyint]	NULL
[CYCLE_NEW]	[tinyint]	NULL
[STATUS]	[char]	8 NULL

[STATUS_DATE]	[datetime]	NULL
[ISSUE]	[varchar]	255 NULL
<b>TABLE [dbo].[LIEN]</b>		
[LIEN_CYCLE]	[char]	4 NOT NULL
[ACCT_NO]	[float]	NOT NULL
[STMT_ACT_COLL_DT]	[datetime]	NULL
[PERIOD_TO]	[datetime]	NULL
[DELINQUENT_AMOUNT]	[money]	NULL
[RECENT_CREDITS]	[money]	NULL
[BALANCE]	[money]	NULL
[BALANCE_ASOF]	[datetime]	NULL
[PARCEL_NO]	[int]	NULL
[SLOCNBR]	[int]	NULL
[MULT_SLOC_Y_N]	[char]	1 NULL
[PARCEL]	[char]	25 NULL
[LIEN_Y_N]	[char]	1 NULL
[WHY_NOT]	[varchar]	80 NULL
[AFTER_LETTER]	[tinyint]	NULL
<b>TABLE [dbo].[LIEN_ADDRESS_EXPORT]</b>		
[ACCT_NO]	[float]	NOT NULL
[PARCEL_NO]	[int]	NOT NULL
[BLDG_NO]	[char]	10 NOT NULL
[PRE_DIR]	[char]	2 NULL
[STRT_NAME]	[char]	25 NOT NULL
[STRT_SFX]	[char]	5 NULL
[SUITE]	[char]	10 NULL
[OWNERLAST]	[char]	15 NULL
[OWNERFIRST]	[char]	30 NULL
[MAILNUMBER]	[char]	6 NOT NULL
[MAILSTREET]	[char]	20 NOT NULL
[MAILCITY]	[char]	20 NULL
[MAILSTATE]	[char]	2 NULL
[MAILZIP]	[char]	5 NULL
[MAILZIP4]	[char]	4 NULL
[DASH]	[char]	1 NULL
<b>TABLE [dbo].[LIEN_BAD_PARCELS]</b>		
[PARCEL]	[char]	25 NULL
<b>TABLE [dbo].[LIEN_BHIST_EXPORT]</b>		

[ACCT_NO]	[float]	NOT NULL
[PERIOD_FROM]	[datetime]	NOT NULL
[PERIOD_TO]	[datetime]	NOT NULL
[TOTAL_DUE]	[money]	NOT NULL
[OUTSTANDING_BALANCE]	[money]	NOT NULL
<b>TABLE [dbo].[LIEN_BHIST_SUM_EXPORT]</b>		
[OUTSTANDING_BALANCE]	[money]	NOT NULL
[PERIOD_FROM]	[datetime]	NOT NULL
[PERIOD_TO]	[datetime]	NOT NULL
[ACCT_NO]	[float]	NOT NULL
<b>TABLE [dbo].[LIEN_CANDIDATE]</b>		
[ACCT_ACTIVE]	[char]	1 NULL
[ACCT_NO]	[float]	NULL
[BILLING_CYCLE]	[int]	NULL
[STMT_ACT_COLL_DT]	[datetime]	NULL
[SUMOFOUTSTANDINGAMT]	[float]	NULL
<b>TABLE [dbo].[LIEN_CODES]</b>		
[LIEN_CODES]	[char]	10 NOT NULL
[LIEN_CODE_DESC]	[char]	20 NOT NULL
<b>TABLE [dbo].[LIEN_FIN_TRANS_BAL]</b>		
[ACCT_NO]	[float]	NOT NULL
[ACCOUNT_BALANCE]	[money]	NOT NULL
<b>TABLE [dbo].[LIEN_LETTERS]</b>		
[ACCT_ACTIVE]	[char]	1 NOT NULL
[ACCT_NO]	[int]	NOT NULL
[BILLING_CYCLE]	[smallint]	NOT NULL
[SUMOFOUTSTANDING_AMOUNT]	[money]	NOT NULL
[STMT_ACT_COLL_DT]	[datetime]	NOT NULL
[BILL_PERIOD]	[char]	20 NOT NULL
[BALANCE]	[money]	NOT NULL
[PARCEL_NO]	[char]	15 NOT NULL
[BLDG_NO]	[char]	10 NULL
[PRE_DIR]	[char]	2 NULL
[STRT_NAME]	[char]	30 NULL
[STRT_SFX]	[char]	6 NULL
[POST_DIR]	[char]	2 NULL
[SUITE]	[char]	15 NULL

[OWNERLAST]	[char]	40 NULL
[OWNERFIRST]	[char]	40 NULL
[MAILNUMBER]	[char]	10 NULL
[MAILSTREET]	[char]	30 NULL
[MAILCITY]	[char]	30 NULL
[MAILSTATE]	[char]	30 NULL
[MAILZIP]	[int]	NULL
[MAILZIP4]	[int]	NULL
[DOCNUM]	[char]	15 NULL
[TRANSDATE]	[datetime]	NULL
[LIEN_CYCLE]	[char]	4 NULL
<b>TABLE [dbo].[LIEN_NO_LIEN_CYCLE]</b>		
[BILLING_CYCLE]	[tinyint]	NULL
<b>TABLE [dbo].[LIEN_PARCELS]</b>		
[LIEN_CYCLE]	[char]	4 NOT NULL
[ACCT_NO]	[float]	NOT NULL
[PARCEL_NO]	[int]	NULL
[SLOCNBR]	[int]	NULL
[PARCEL]	[char]	25 NULL
[LIENABLE_Y_N]	[char]	1 NULL
[WHY_NOT]	[varchar]	80 NULL
<b>TABLE [dbo].[LIEN_PUBLIC_PROPERTY]</b>		
[OWNER_PATTERN]	[char]	25 NULL
<b>TABLE [dbo].[LOW_INC]</b>		
[RATE_MODIFIED_DT]	[datetime]	NULL
[ACCT_NO]	[float]	NOT NULL
[REQUEST_DT]	[datetime]	NULL
[SENT_DT]	[datetime]	NULL
[RECVD_DT]	[datetime]	NULL
[RETURNED_DT]	[datetime]	NULL
[DENIED_DT]	[datetime]	NULL
[ACCEPTED_DT]	[datetime]	NULL
<b>TABLE [dbo].[METROSCAN]</b>		
[PARCEL]	[char]	25 NOT NULL
[OWNERLAST]	[char]	15 NOT NULL
[OWNERFIRST]	[char]	30 NOT NULL
[PHONE]	[char]	12 NOT NULL

[COOWNER]	[char]	30 NOT NULL
[PREV_OWNER]	[char]	40 NOT NULL
[MAILSTREET]	[char]	20 NOT NULL
[MAILNUMBER]	[char]	6 NOT NULL
[MAILCITY]	[char]	20 NOT NULL
[MAILSTATE]	[char]	2 NOT NULL
[MAILZIP]	[char]	5 NOT NULL
[MAILZIP4]	[char]	4 NOT NULL
[DOCNUM]	[char]	10 NOT NULL
[TRANSDATE]	[datetime]	NOT NULL
[DEEDTYPE]	[char]	20 NOT NULL
[TITLECO]	[char]	30 NOT NULL
[SITESTREET]	[char]	20 NOT NULL
[SITENUM]	[char]	9 NOT NULL
[SITECITY]	[char]	20 NOT NULL
[SITESTATE]	[char]	2 NOT NULL
[SITEZIP4]	[char]	4 NOT NULL
[YEARBLT]	[char]	4 NOT NULL
[SUBPLAT]	[char]	25 NOT NULL
[TXRATE]	[char]	6 NOT NULL
[LANDUSE]	[char]	8 NOT NULL
[LEGALDES]	[char]	60 NOT NULL
[SITEZIP]	[char]	5 NOT NULL
[COUNTY]	[char]	15 NOT NULL
<b>TABLE [dbo].[METRO_HISTORY]</b>		
[PARCEL]	[char]	25 NOT NULL
[OWNERLAST]	[char]	15 NOT NULL
[OWNERFIRST]	[char]	30 NOT NULL
[PHONE]	[char]	12 NOT NULL
[COOWNER]	[char]	30 NOT NULL
[PREV_OWNER]	[char]	40 NOT NULL
[MAILSTREET]	[char]	20 NOT NULL
[MAILNUMBER]	[char]	6 NOT NULL
[MAILCITY]	[char]	20 NOT NULL
[MAILSTATE]	[char]	2 NOT NULL
[MAILZIP]	[char]	5 NOT NULL
[MAILZIP4]	[char]	4 NOT NULL
[DOCNUM]	[char]	10 NOT NULL
[TRANSDATE]	[datetime]	NOT NULL
[DEEDTYPE]	[char]	20 NOT NULL
[TITLECO]	[char]	30 NOT NULL
[SITESTREET]	[char]	20 NOT NULL

[SITENUM]	[char]	9 NOT NULL
[SITECITY]	[char]	20 NOT NULL
[SITESTATE]	[char]	2 NOT NULL
[SITEZIP4]	[char]	4 NOT NULL
[YEARBLT]	[char]	4 NOT NULL
[SUBPLAT]	[char]	25 NOT NULL
[TXRATE]	[char]	6 NOT NULL
[LANDUSE]	[char]	8 NOT NULL
[LEGALDES]	[char]	60 NOT NULL
[SITEZIP]	[char]	5 NOT NULL
[COUNTY]	[char]	15 NOT NULL
<b>TABLE [dbo].[METRO_PARCEL_NO]</b>		
[PARCEL]	[char]	25 NOT NULL
[PARCEL_NO]	[int]	NOT NULL
<b>TABLE [dbo].[MFD_HOA]</b>		
[ACCT_NO]	[float]	NOT NULL
[COMPLEX_NAME]	[char]	30 NULL
[MNGR_PHONE]	[char]	10 NULL
[MNGR_FAX]	[char]	10 NULL
[MFD_HOA_IND]	[char]	1 NOT NULL
[COMPLEX_PHONE]	[char]	10 NULL
[COMPLEX_FAX]	[char]	10 NULL
[CONTACT_F_NAME]	[char]	10 NULL
[CONTACT_M_INITIAL]	[char]	1 NULL
[CONTACT_L_NAME]	[char]	25 NULL
[CONTACT_PFX]	[char]	4 NULL
[CONTACT_SFX]	[char]	3 NULL
[MNGR_F_NAME]	[char]	10 NULL
[MNGR_M_INITIAL]	[char]	1 NULL
[MNGR_L_NAME]	[char]	25 NULL
[MNGR_PFX]	[char]	4 NULL
[MNGR_SFX]	[char]	3 NULL
[CMPX_BLDG_NO]	[char]	10 NULL
[CMPX_PRE_DIR]	[char]	2 NULL
[CMPX_STRT_NAME]	[char]	25 NULL
[CMPX_STRT_SFX]	[char]	5 NULL
[CMPX_POST_DIR]	[char]	2 NULL
[CMPX_SUITE]	[char]	10 NULL
[CMPX_CITY]	[char]	28 NULL
[CMPX_STATE]	[char]	2 NULL
[CMPX_ZIP]	[int]	NULL

[CMPX_CAR_RT]	[char]	4 NULL
[CMPX_ZIP_PLUS_4]	[smallint]	NULL
[CMPX_DELIV_PT]	[tinyint]	NULL
[CMPX_COUNTRY]	[char]	15 NULL
[MNGR_BLDG_NO]	[char]	10 NULL
[MNGR_PRE_DIR]	[char]	2 NULL
[MNGR_STRT_NAME]	[char]	25 NULL
[MNGR_STRT_SFX]	[char]	5 NULL
[MNGR_POST_DIR]	[char]	2 NULL
[MNGR_SUITE]	[char]	10 NULL
[MNGR_CITY]	[char]	28 NULL
[MNGR_STATE]	[char]	2 NULL
[MNGR_ZIP]	[int]	NULL
[MNGR_CAR_RT]	[char]	4 NULL
[MNGR_ZIP_PLUS_4]	[smallint]	NULL
[MNGR_DELIV_PT]	[tinyint]	NULL
[MNGR_COUNTRY]	[char]	15 NULL

**TABLE** **[dbo].[ON\_PREM\_COLL]**

[START_DATE]	[datetime]	NULL
[ACCT_NO]	[float]	NOT NULL
[REQUESTED_DT]	[datetime]	NULL
[SENT_DT]	[datetime]	NULL
[RECDV_DT]	[datetime]	NULL
[RETURNED_DT]	[datetime]	NULL
[ACCEPTED_DT]	[datetime]	NULL
[DENIED_DT]	[datetime]	NULL

**TABLE** **[dbo].[OWNER]**

[SLOC_NBR]	[int]	NOT NULL
[BLDG_NO]	[char]	10 NULL
[PRE_DIR]	[char]	2 NULL
[STRT_NAME]	[char]	25 NULL
[STRT_SFX]	[char]	5 NULL
[POST_DIR]	[char]	2 NULL
[CITY]	[char]	28 NULL
[STATE]	[char]	2 NULL
[ZIP]	[int]	NULL
[CAR_RT]	[smallint]	NULL
[DELIV_PT]	[tinyint]	NULL
[SUITE_NO]	[char]	10 NULL
[PHONE]	[char]	10 NULL
[FAX]	[char]	10 NULL

[ZIP_PLUS_4]	[smallint]	NULL
[NAME_SFX]	[char]	3 NULL
[F_NAME]	[char]	10 NULL
[M_INITIAL]	[char]	1 NULL
[L_NAME]	[char]	20 NULL
[NAME_PFX]	[char]	4 NULL
[COUNTRY]	[char]	15 NULL
[FILL1]	[char]	4 NULL
[FILL2]	[char]	25 NULL
<b>TABLE [dbo].[PARCEL_COMPARE]</b>		
[PARCEL]	[char]	10 NOT NULL
<b>TABLE [dbo].[PARCEL_COMPARE_2]</b>		
[PARCEL_NO]	[int]	NOT NULL
[PARCEL_TEXT]	[char]	10 NULL
<b>TABLE [dbo].[Payment_Receipt_Num]</b>		
[Register_Num]	[tinyint]	NOT NULL
[Receipt_Num]	[smallint]	NOT NULL
[In_Use]	[bit]	NOT NULL
<b>TABLE [dbo].[Payment_tracking]</b>		
[account_number]	[int]	NOT NULL
[payment_amount]	[money]	NOT NULL
[type_of_payment]	[char]	12 NOT NULL
[userid]	[char]	12 NOT NULL
[payment_date]	[datetime]	NOT NULL
[serv_loc_nbr]	[int]	NULL
[receipt_number]	[int]	NOT NULL
[Lien_RP]	[char]	10 NOT NULL
[check_no]	[char]	15 NULL
[amount_tendered]	[money]	NULL
[payee]	[char]	80 NULL
<b>TABLE [dbo].[Payments_comments]</b>		
[Comments]	[char]	150 NULL
[Receipt_number]	[int]	NOT NULL
<b>TABLE [dbo].[REMARKS]</b>		
[acct_no]	[float]	NOT NULL
[remark_dt]	[datetime]	NOT NULL

[remark_tm]	[datetime]	NULL
[call_code]	[int]	NULL
[follow_dt]	[datetime]	NULL
[follow_act]	[char]	20 NULL
[remark_l1]	[char]	40 NULL
[remark_l2]	[char]	40 NULL
[remark_l3]	[char]	40 NULL
[remark_l4]	[char]	40 NULL
[remark_l5]	[char]	40 NULL
[userid]	[char]	3 NOT NULL
<b>TABLE [dbo].[SERVICE_CODE]</b>		
[SERVICE_CODE]	[char]	5 NOT NULL
[SERVICE_DESC]	[varchar]	40 NOT NULL
<b>TABLE [dbo].[SERV_HAULER_MAPPING]</b>		
[SERVICE_CODE]	[char]	5 NOT NULL
[HAULER_CODE]	[char]	5 NOT NULL
[DISTRICT]	[char]	1 NOT NULL
[DWELLING_TYPE]	[char]	5 NOT NULL
<b>TABLE [dbo].[SERV_LOCATION]</b>		
[SLOCNBR]	[int]	NOT NULL
[CYCLE]	[tinyint]	NOT NULL
[PARCEL_NO]	[int]	NULL
[LIEN_FLAG]	[char]	1 NULL
[OWNER_OCC]	[char]	1 NULL
[BLDG_NO]	[char]	10 NULL
[PRE_DIR]	[char]	2 NULL
[STRT_NAME]	[char]	25 NULL
[STRT_SFX]	[char]	5 NULL
[POST_DIR]	[char]	2 NULL
[CITY]	[char]	28 NOT NULL
[STATE]	[char]	2 NOT NULL
[ZIP]	[int]	NULL
[CAR_RT]	[smallint]	NULL
[DELIV_PT]	[tinyint]	NULL
[DISTRICT]	[char]	1 NULL
[HAULER]	[char]	2 NULL
[BILL_ACCT]	[float]	NULL
[SIC_CODE]	[char]	5 NULL
[NO_UNITS]	[int]	NULL
[SUITE]	[char]	10 NULL

[ZIP_PLUS_4]	[smallint]	NULL
[OCC_NAME_PFX]	[char]	4 NULL
[OCC_F_NAME]	[char]	10 NULL
[OCC_M_INITIAL]	[char]	1 NULL
[OCC_L_NAME]	[char]	20 NULL
[OCC_NAME_SFX]	[char]	3 NULL
[OCC_EVE_PHONE]	[char]	10 NULL
[OCC_DAY_PHONE]	[char]	10 NULL
[COUNTRY]	[char]	15 NULL
[ZONING]	[char]	11 NULL
[LANDUSE]	[char]	20 NULL
[FILL1]	[char]	4 NULL
[FILL2]	[char]	25 NULL
<b>TABLE [dbo].[SERV_LOC_CHG]</b>		
[SLOC_NBR]	[int]	NOT NULL
[RATE_CODE]	[char]	6 NOT NULL
[EFF_DATE]	[smalldatetime]	NOT NULL
[STOP_DATE]	[datetime]	NULL
[BILL_FREQ]	[char]	1 NOT NULL
[MULTIPLIER]	[tinyint]	NULL
[COLL_PT]	[char]	1 NULL
[FILL1]	[smallint]	NULL
<b>TABLE [dbo].[SERV_ROUTE]</b>		
[ROUTE_NBR]	[int]	NOT NULL
[HAULER_CODE]	[char]	5 NOT NULL
[SERVICE_CODE]	[char]	5 NOT NULL
[HAULER_ROUTE_NO]	[varchar]	15 NULL
[MON]	[bit]	NOT NULL
[TUE]	[bit]	NOT NULL
[WED]	[bit]	NOT NULL
[THU]	[bit]	NOT NULL
[FRI]	[bit]	NOT NULL
[SAT]	[bit]	NOT NULL
[SUN]	[bit]	NOT NULL
[FREQUENCY]	[char]	1 NULL
[STARTWEEK]	[char]	1 NULL
<b>TABLE [dbo].[SERV_ROUTE_LOCATION]</b>		
[ROUTE_NBR]	[int]	NOT NULL
[SLOC_NBR]	[int]	NOT NULL

<b>TABLE</b>	<b>[dbo].[SYSTEM_VALUES]</b>	
[NXT_STMT_NO]	[int]	NOT NULL
[NXT_SERVLOC_NO]	[int]	NOT NULL
[NXT_ACCT_NO]	[float]	NOT NULL
[ROW]	[smallint]	NOT NULL
[MAILZIP4]	[nvarchar]	4 NULL
[DOCNUM]	[nvarchar]	10 NULL
[TRANSDATE]	[datetime]	NULL
[DEEDTYPE]	[nvarchar]	20 NULL
[TITLECO]	[nvarchar]	30 NULL
[SITESTREET]	[nvarchar]	20 NULL
[SITENUM]	[nvarchar]	9 NULL
[SITECITY]	[nvarchar]	20 NULL
[SITESTATE]	[nvarchar]	2 NULL
[SITEZIP4]	[nvarchar]	4 NULL
[YEARBLT]	[nvarchar]	4 NULL
[SUBPLAT]	[nvarchar]	25 NULL
[TXRATE]	[nvarchar]	6 NULL
[LANDUSE]	[nvarchar]	6 NULL
[LEGALDES]	[nvarchar]	60 NULL
[SITEZIP]	[nvarchar]	5 NULL
[COUNTY]	[nvarchar]	15 NULL

## **EXHIBIT E: CUSP SUB-PROJECTS**

**Project Charter & Executive Sponsorship** – First step in the enterprise CUSP project that was taken by the executives who had a vision for an integrated system. Project charter concluded with the City Council's approval to develop an RFP for an integrated Customer Service, Billing, and Contract Enforcement. The Sponsorship task will continue for the length of the project.

**Business Question Assessment** – The project manager assessed the need for this solution at a very high level.

**Discovery** – Project manager and key business experts examine background, current systems and draw up a roadmap for the project.

**Request for Information (RFI)** – An RFI was issued in order to educate staff on solutions in the market and to gather data from the industry on published prices and possible solutions.

**Business Process Improvement Project (PIP)** – UBS and IWM business processes are shaped by antiquated solutions and systems that are available to business units. In order not to model the new system after the existing processes and procedures, a PIP was initiated for all business units in the CUSP scope. During this process cost savings were also documented that will play a big role in the Return On Investment (ROI) analysis later in the project.

**Stabilize Current System (IRIS/Socrates, etc)** – In order to avoid duplicating improvements and efficient use of resources, improvements to the current system are now part of the CUSP project.

**Current IT Infrastructure & Integration Requirements Study** – This task is required for the development of a successful RFP.

**RFP Process** – This process starts with documenting requirements and high level features gathered through the previous sub-projects and ends with the start of the Implementation phase.

**ROI Analysis** – Analysis of cost savings compared to solutions proposed by the top few proposers is one of the selection criteria. This analysis will also serve as a measure for success of the system every year.

**Detail Technical and Functional Requirements & Specification (Solution Specific)** – This sub-project is completed with the selected vendor and is designed to create a detail technical and functional map of the system.

**Implementation** – Accomplished with conjunction with the contractor. The City's project manager will be managing the overall project. Contractor's project manager will report to the City's project manager.

**Functional & Technical QA** – Test plans will be developed by City staff or third party consultants and applied to the system before final acceptance.

**Deployment** – Preparations and carrying out of the switch over to CUSP.

**Project Termination** – Resource re-allocation.

**Maintenance** – Our method requires that a team consisting of IT, business stakeholders and budget analysts be formed and exist for the life cycle of the system and have periodic business process reviews and feature and upgrade checks and do not allow home grown databases to develop because of lack of functionality that can easily be obtained through regular feature upgrades or new system reports.

**Risk Management (Continuous Throughout the Project)** – This task started with a Risk Assessment Matrix and will continue to the end of the Termination sub-project.

## **EXHIBIT F: TECHNICAL DUE-DILIGENCE**

### Database Architecture

- Data Dictionary – Includes field name and description
- Entity Relationship Diagram (ERD) – Indicates foreign keys and primary keys
- Data Management Tools
  - Indexing
  - Space Optimization
  - Data compression
  - User interface to data management tools
- Data Replication Capabilities
- Can data definitions be altered?
  - Add new fields
  - Set default entries, data limits and ranges, and/or allowable fields
  - Change data types
  - Remove fields not in use
- Languages/Programming disciplines that apply (PowerBuilder, Visual Basic, etc)
- Database and File Access methods that apply (Access, SQL Server, etc)
- Middleware components, remote function calls, or APIs that would allow integration with 3<sup>rd</sup>-party products.
- Capabilities to write and execute queries and reports.
- Scalability/Database size limitation

### Proposed System Architecture

- Hardware
- Software (include middleware)
- Network
- License requirements
- Standards
- Redundancy
- Test/Production/Backup environments

### System Capabilities

- External system integration
  - Add-on-modules or third party products required?
- Audit Trail
  - Activity date and time stamps
  - Change tracking
- Accounts
  - User/Group
  - Create and establish profiles
  - Access privileges and permissions to data, functions, and/or processes
  - Concurrent users supported

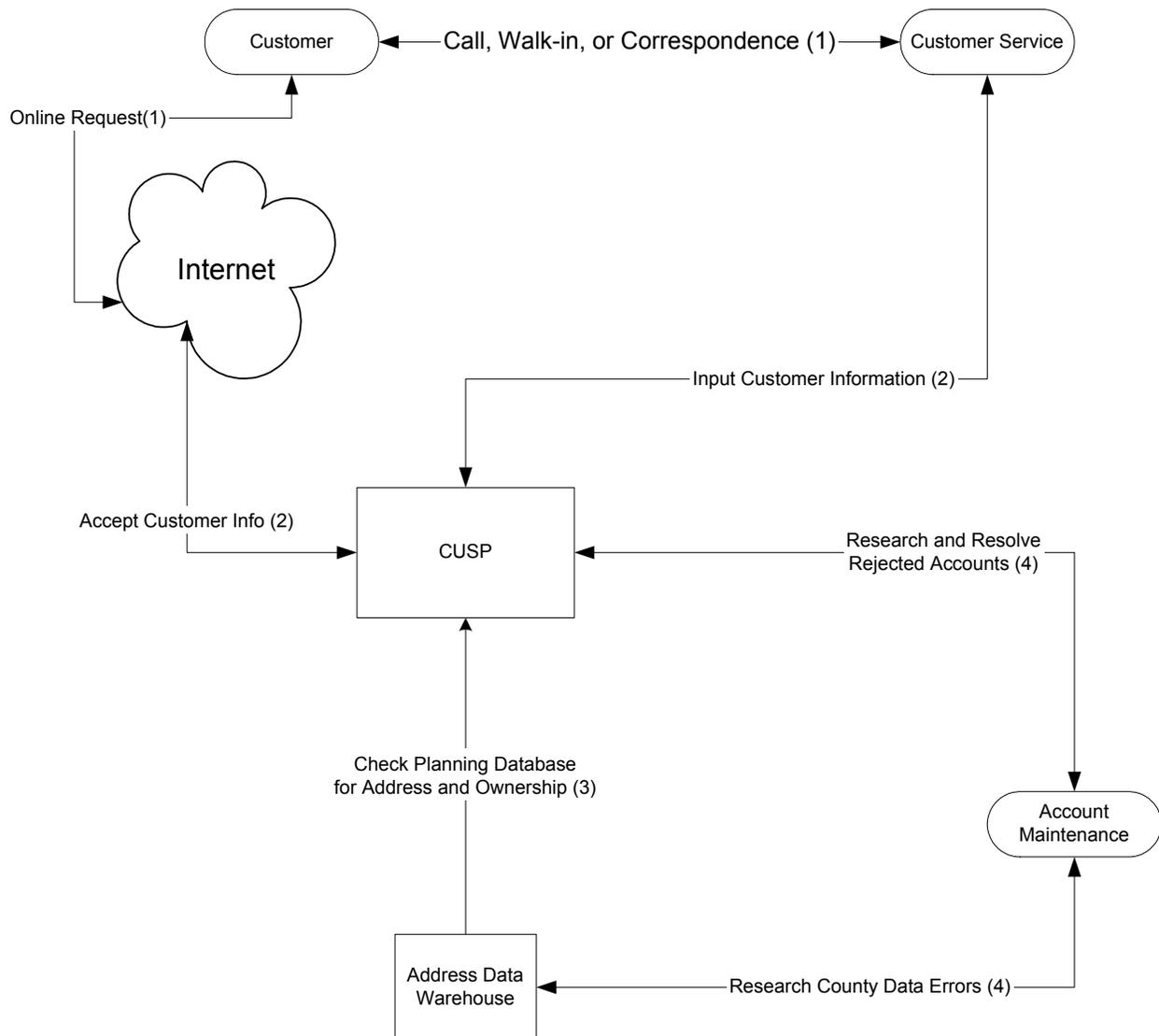
- Security
  - User Security
    - User accounts and passwords
    - Password characteristics and restrictions
    - Workstation restrictions
    - Time of day restrictions
    - Account lockout after 3 failed attempts
    - Forced, periodic password changes
  - Data Security
    - Access control lists
    - Security of underlying database and tables
    - Encryption of sensitive data
  - Process Security
    - Access control lists
    - Notification to administrator on violations
- Backup/Recovery
  - Capabilities
  - Occur while application in use?
- Reporting Capabilities
  - Canned reports
  - Ad hoc reporting capabilities
  - Tools for customizing reports
  - Query capabilities

#### Performance

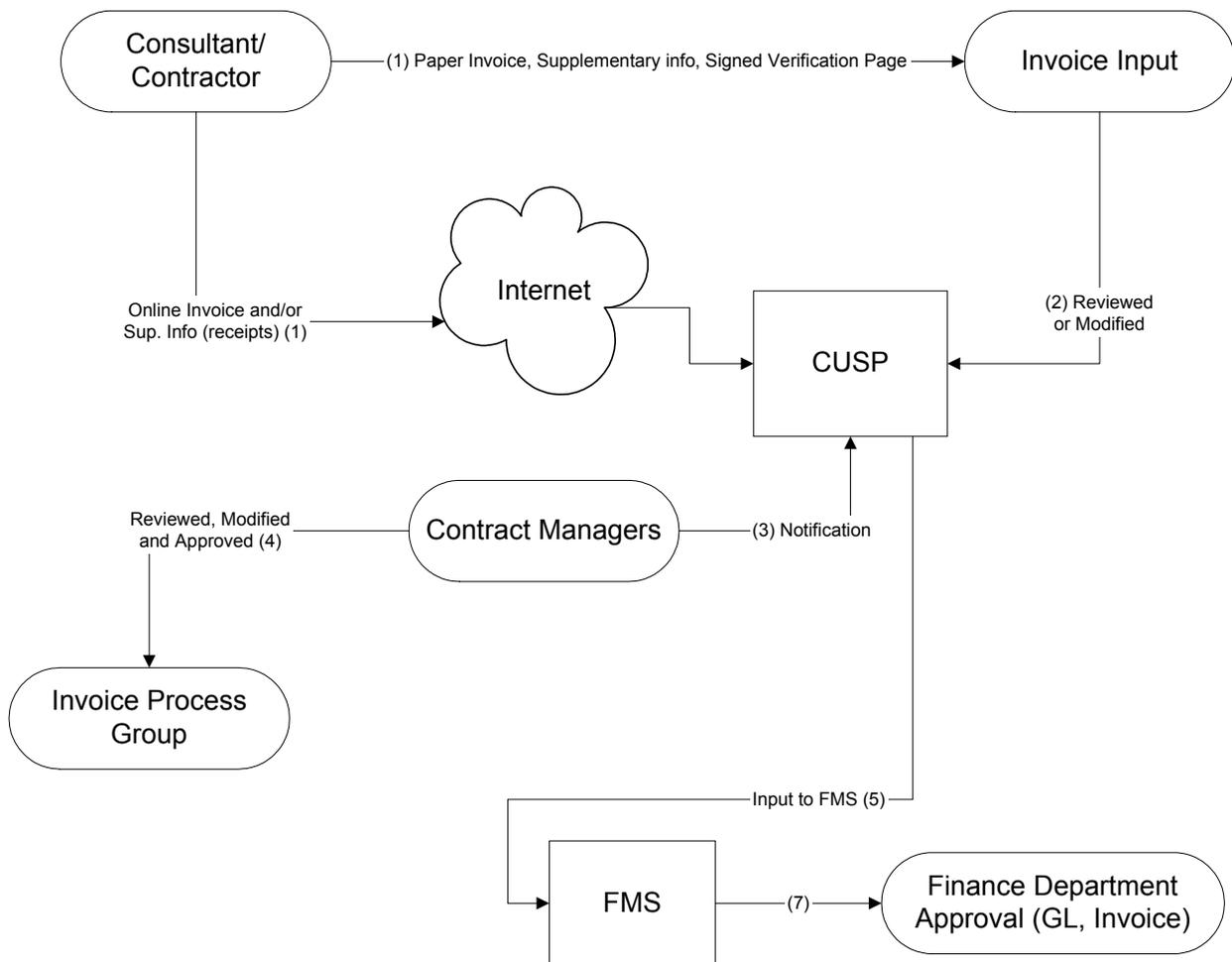
- Availability for use time of 100% during normal working hours other than periods of scheduled maintenance
- Complete updates within 1 second after data entry with 45 concurrent users
- Complete queries of up to 500 records within 3 seconds
- Ability for concurrent users to run queries
- Ability to generate 500 transactions per hour with a sustain load requirement for 45 users.
- Ability to move between screens within 1 second

**EXHIBIT G: CUSP WORK FLOW MODELS**

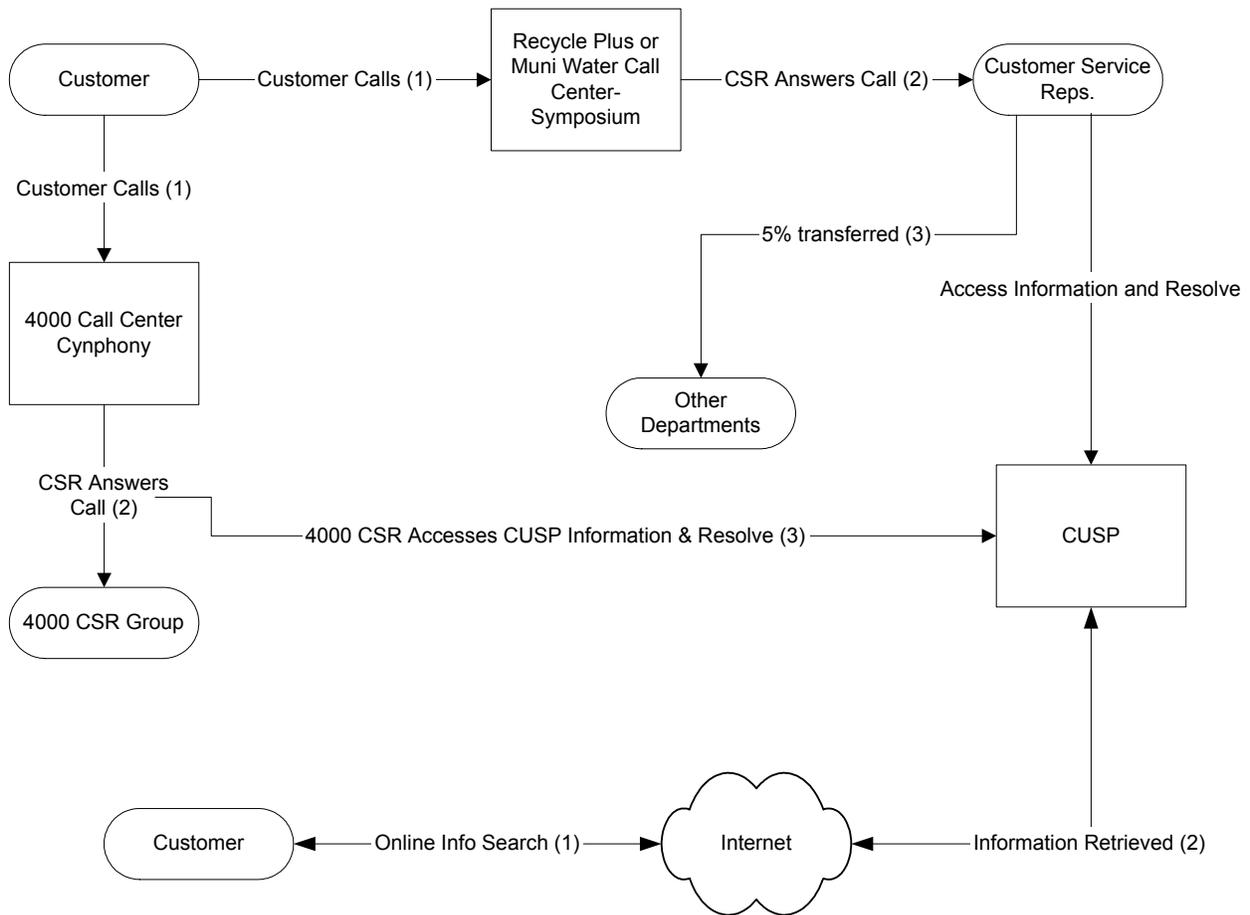
**CUSP WFLM Customer Service**  
**Opening an Account**



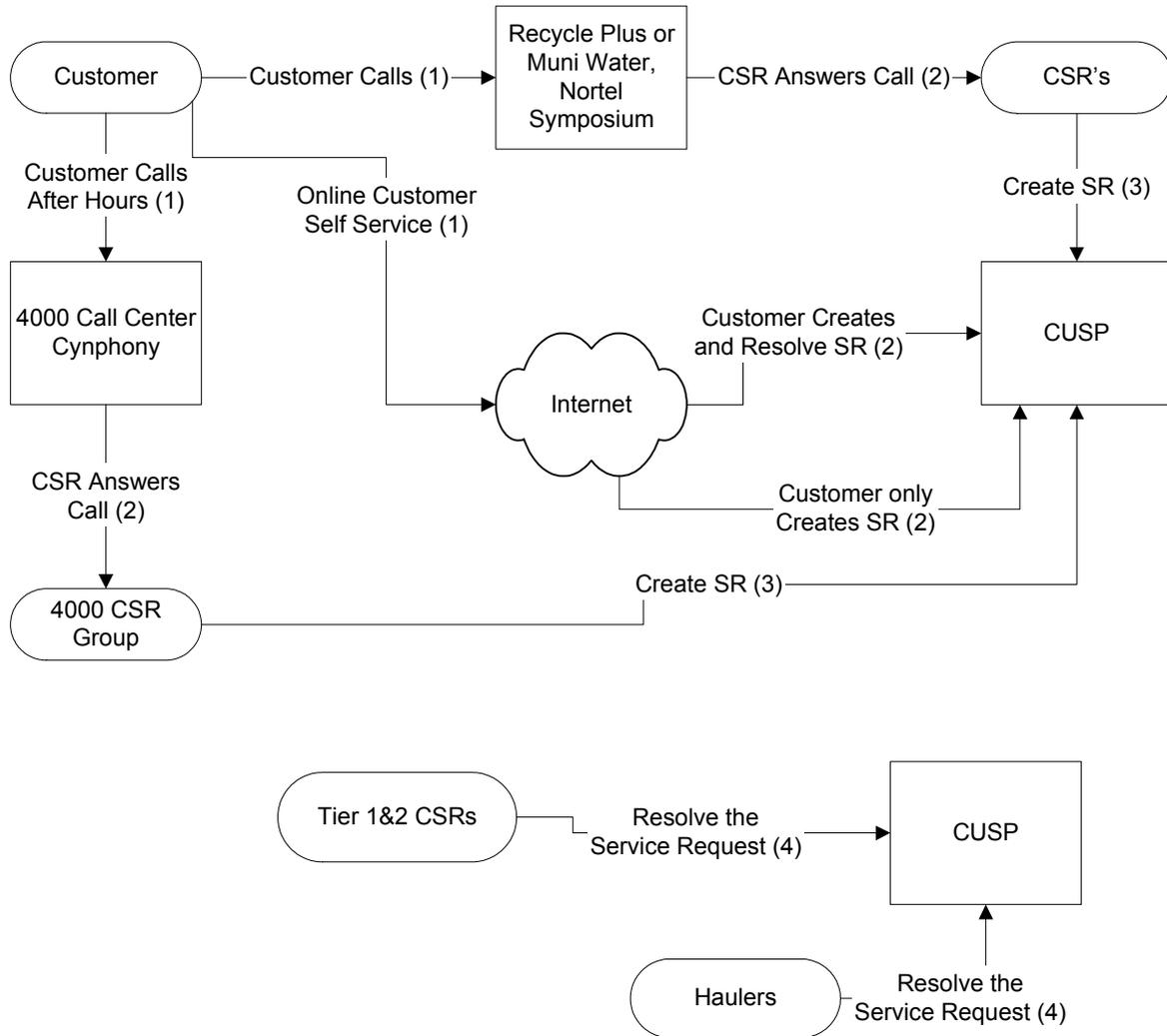
## CUSP WFLM Waste Commercial Invoice



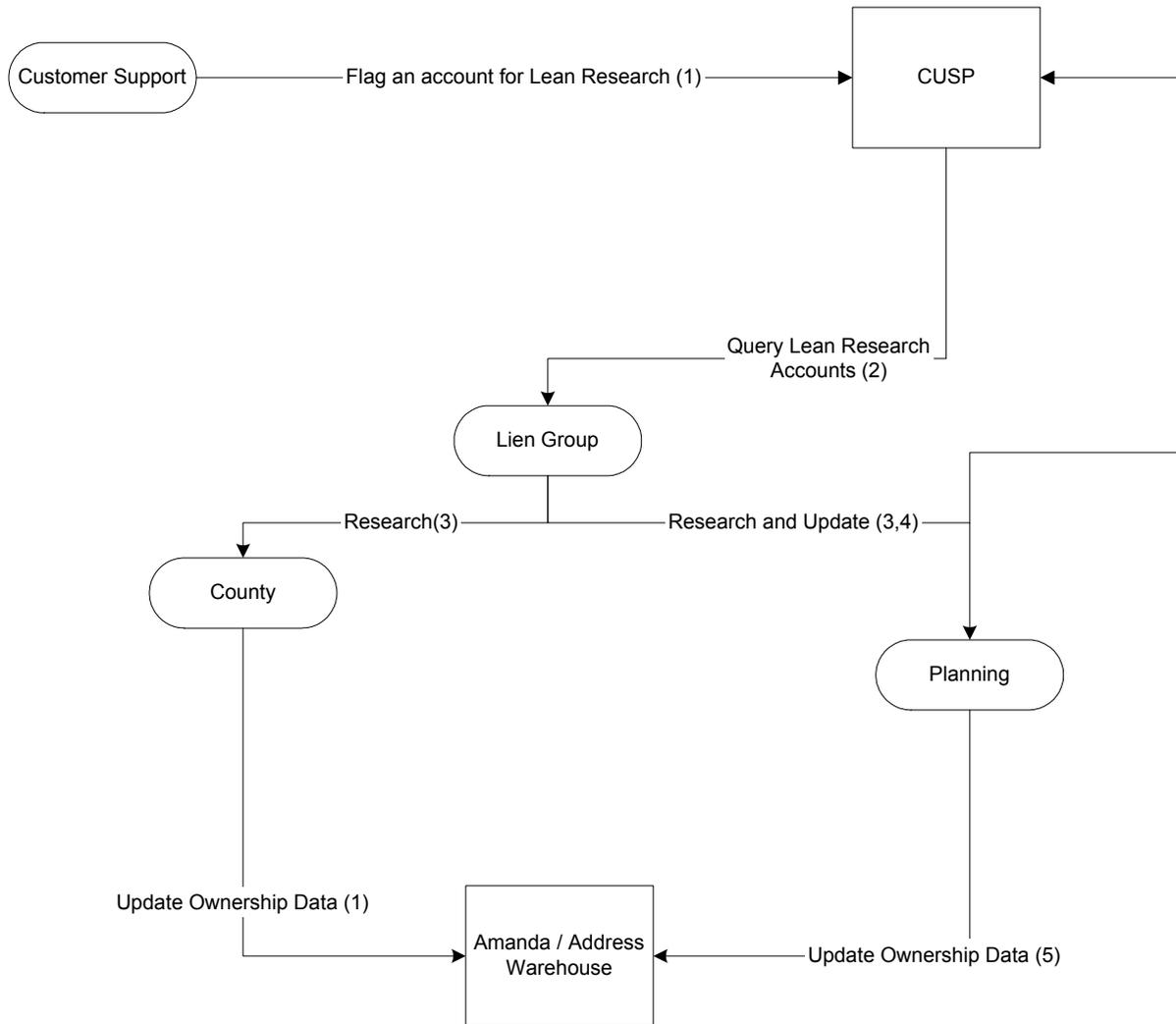
## CUSP WFLM Customer Service Information Request



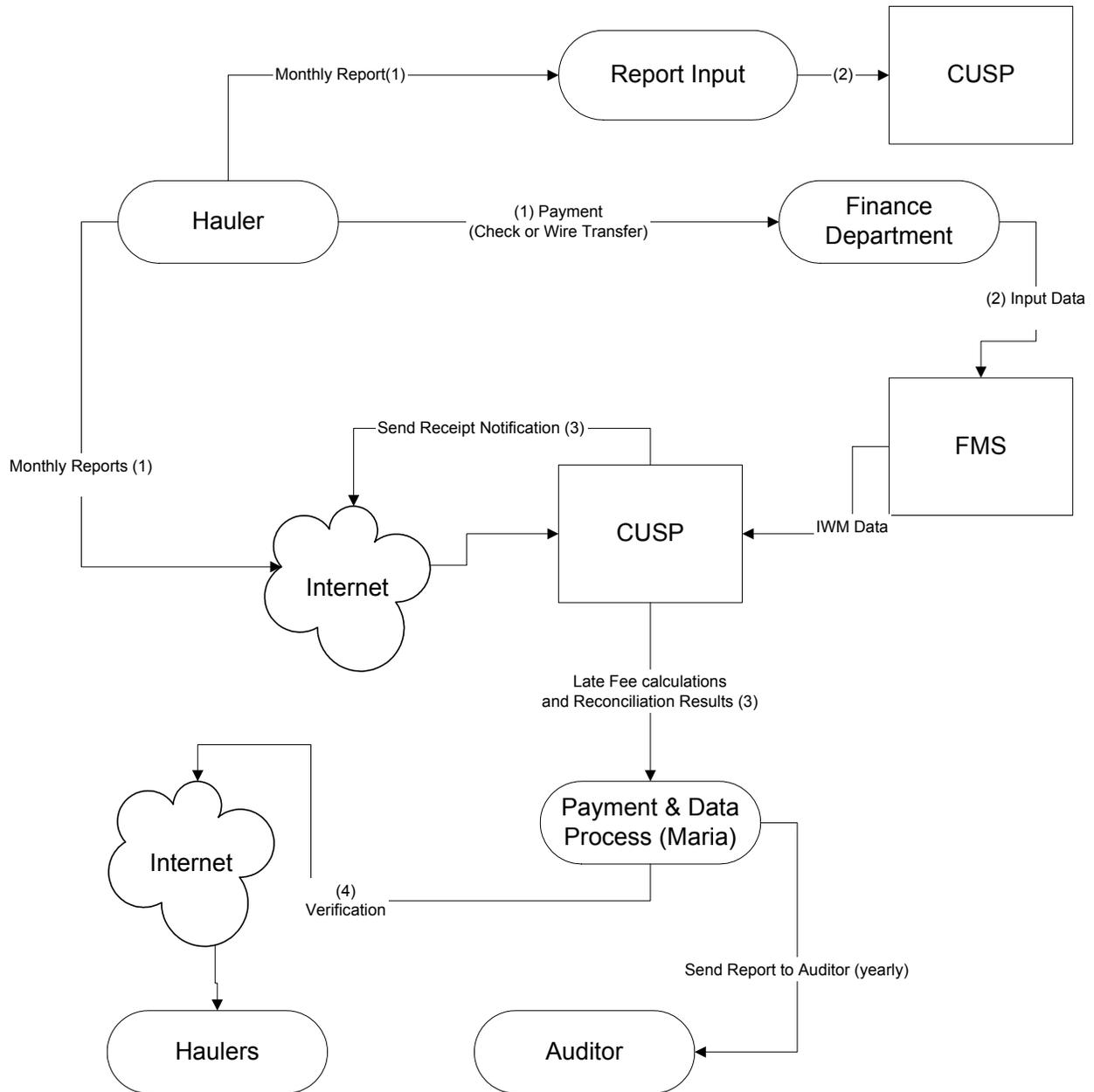
## CUSP WFLM Customer Service Service Request



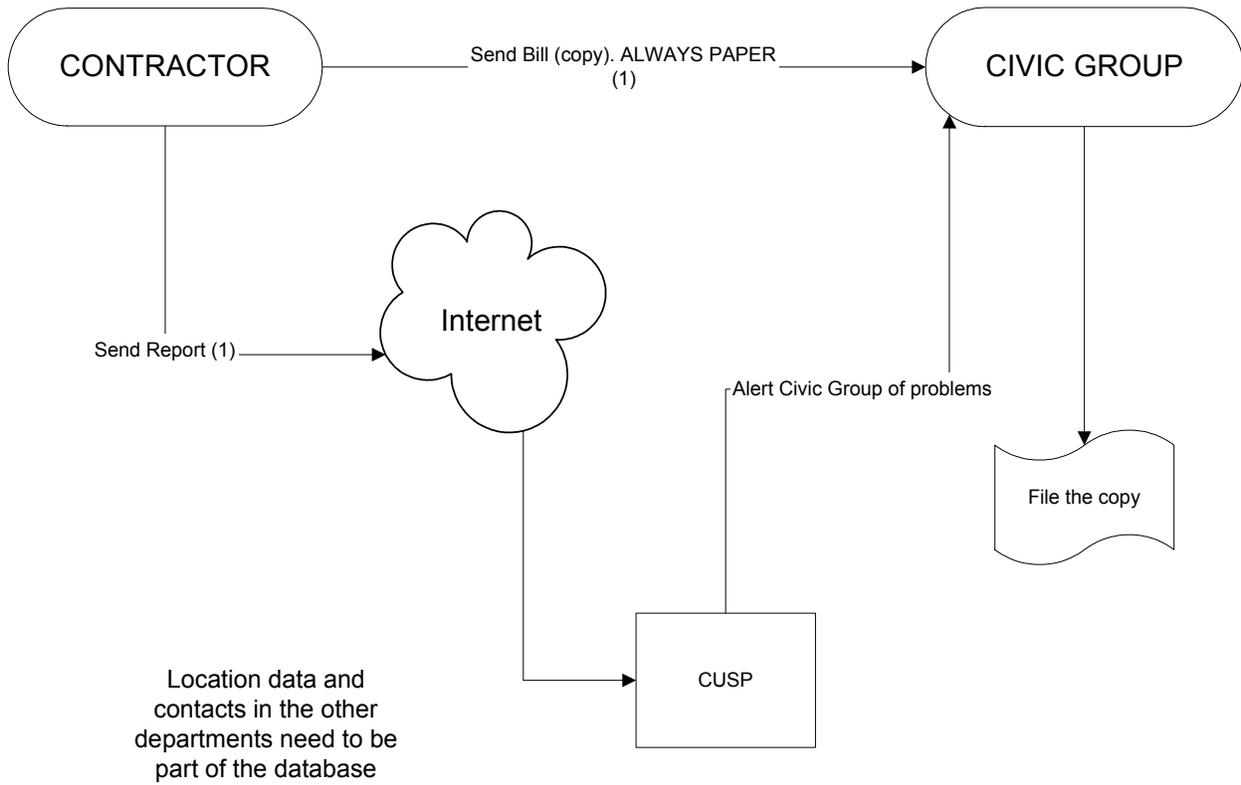
## CUSP WFLM Recycle Plus Lien Research



## CUSP WFLM Waste Commercial Hauler Payment

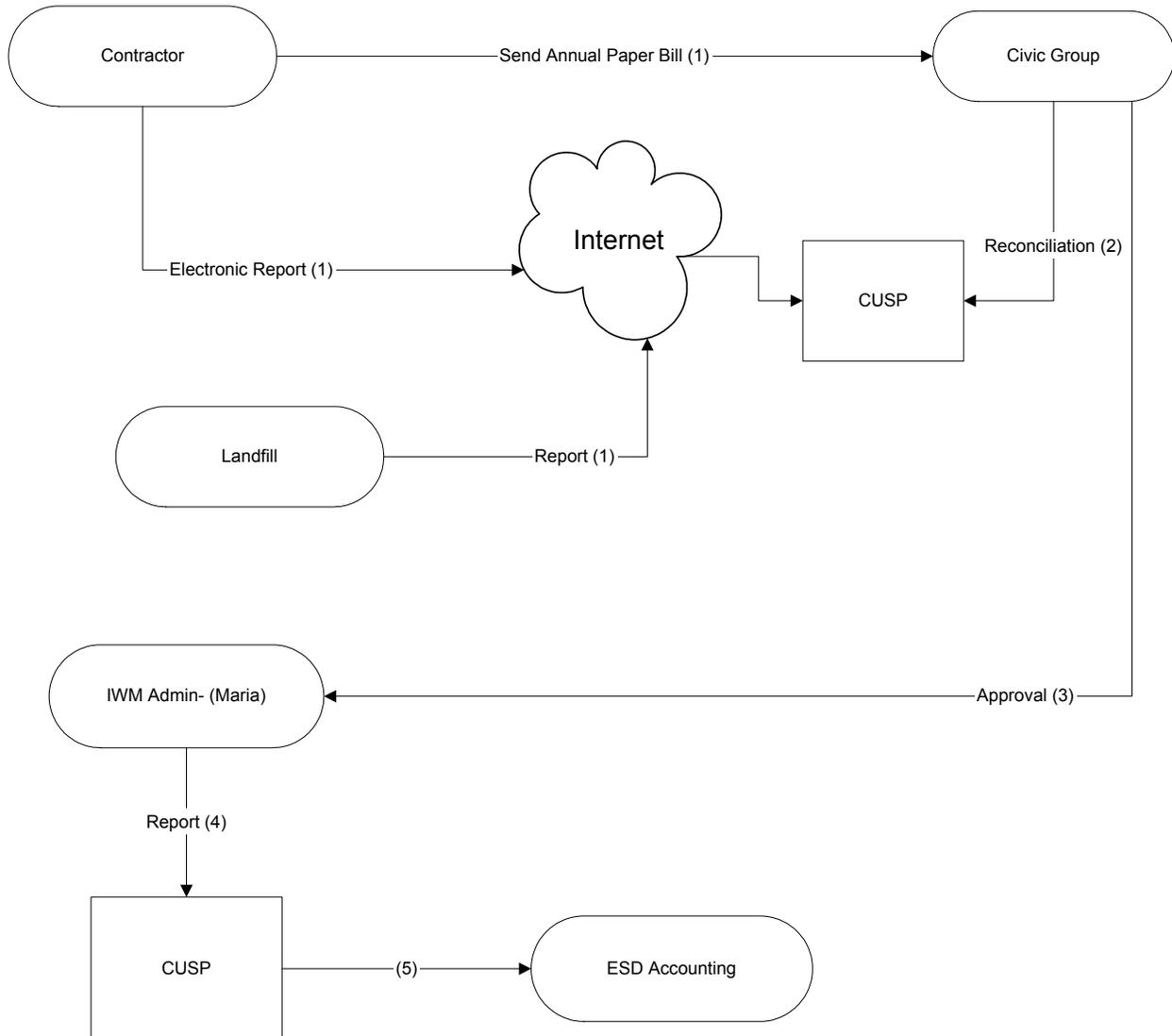


## CUSP WFML CIVIC City Facility Invoicing

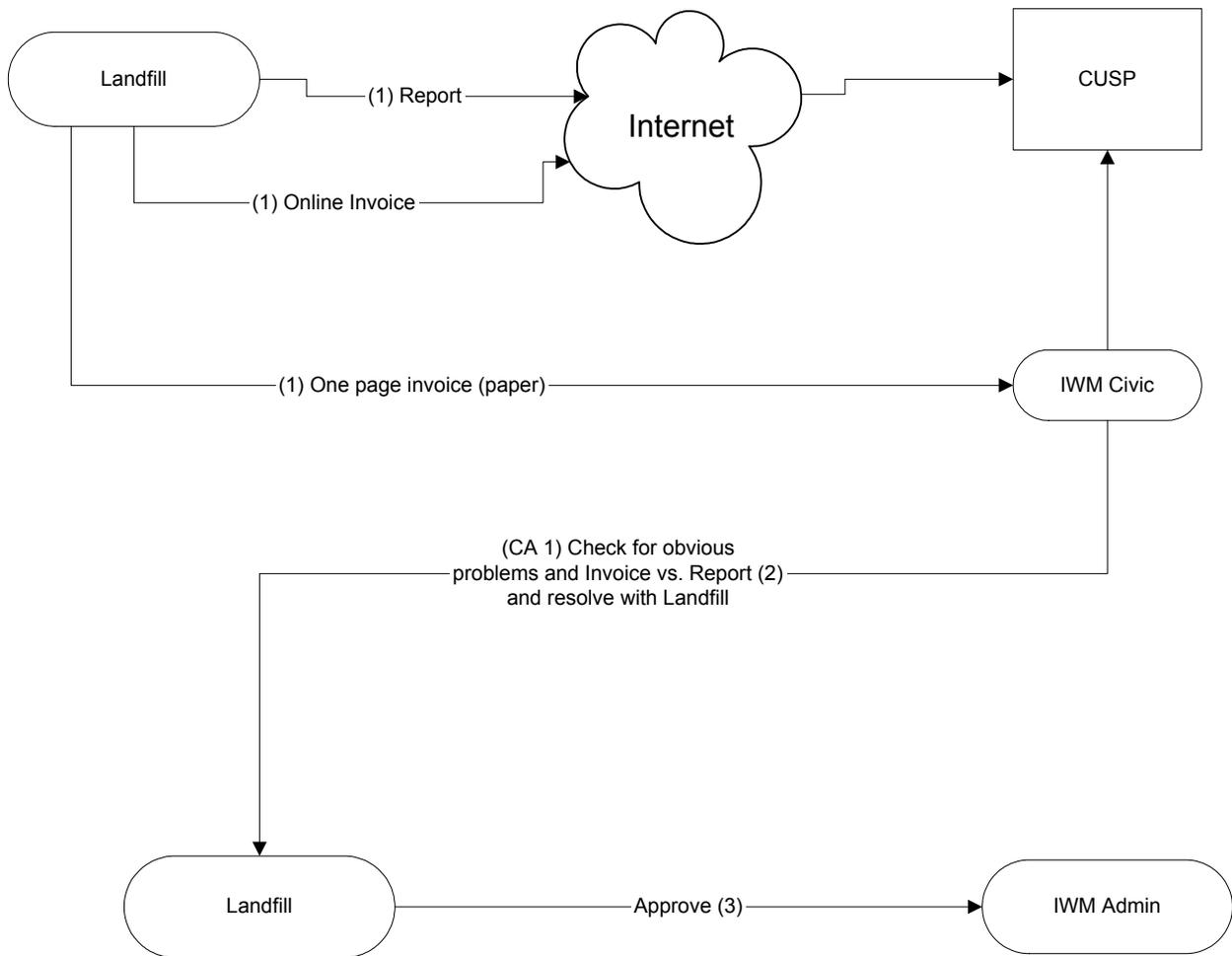


# CUSP WFML Civic

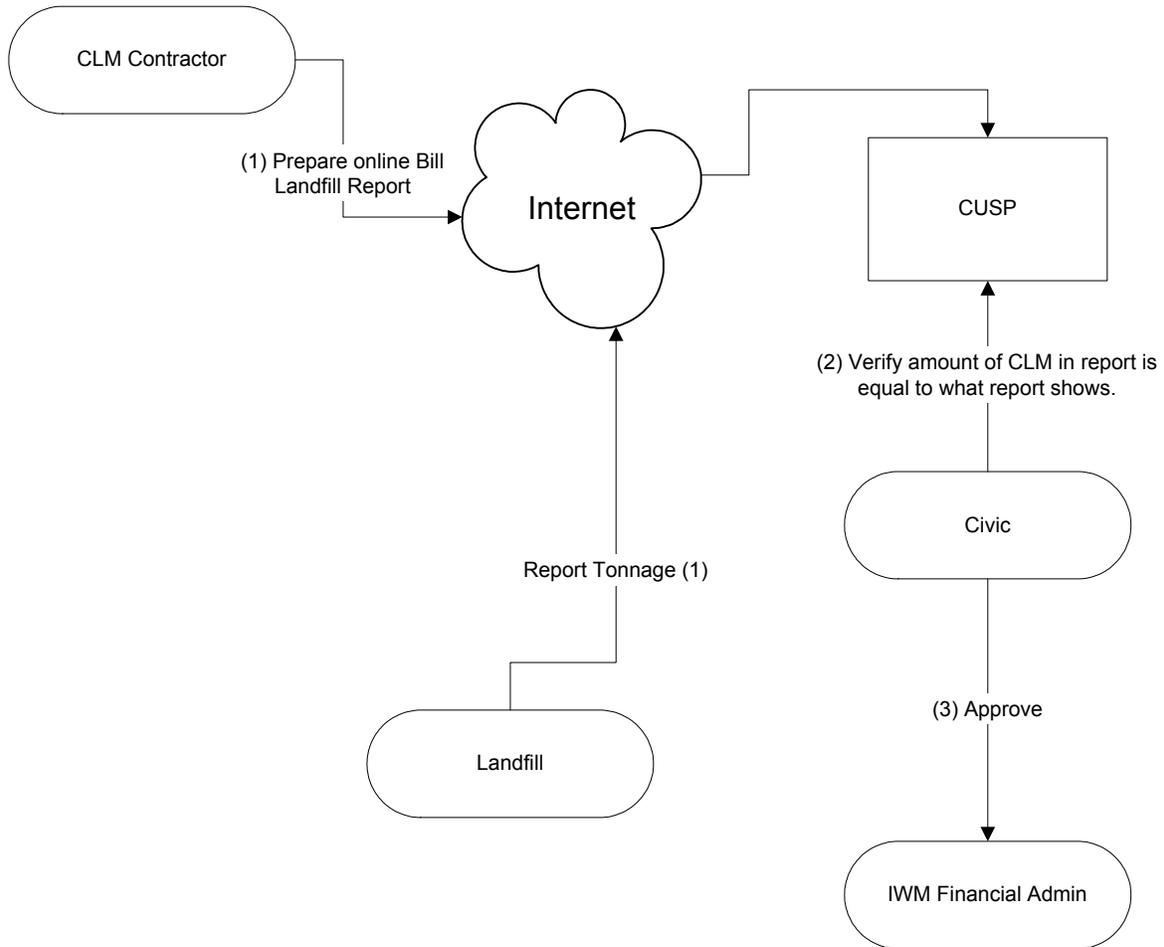
## Recycling Invoice for the City



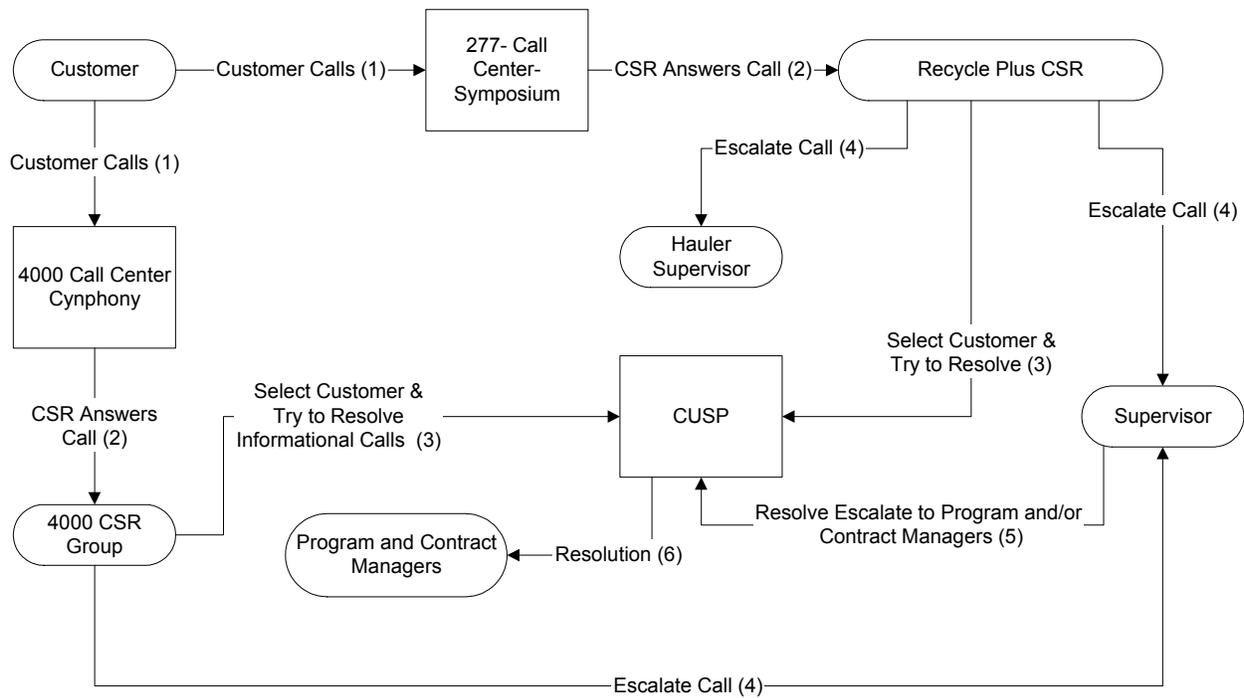
## CUSP WFLM Waste CIVIC Landfill Monthly Invoice



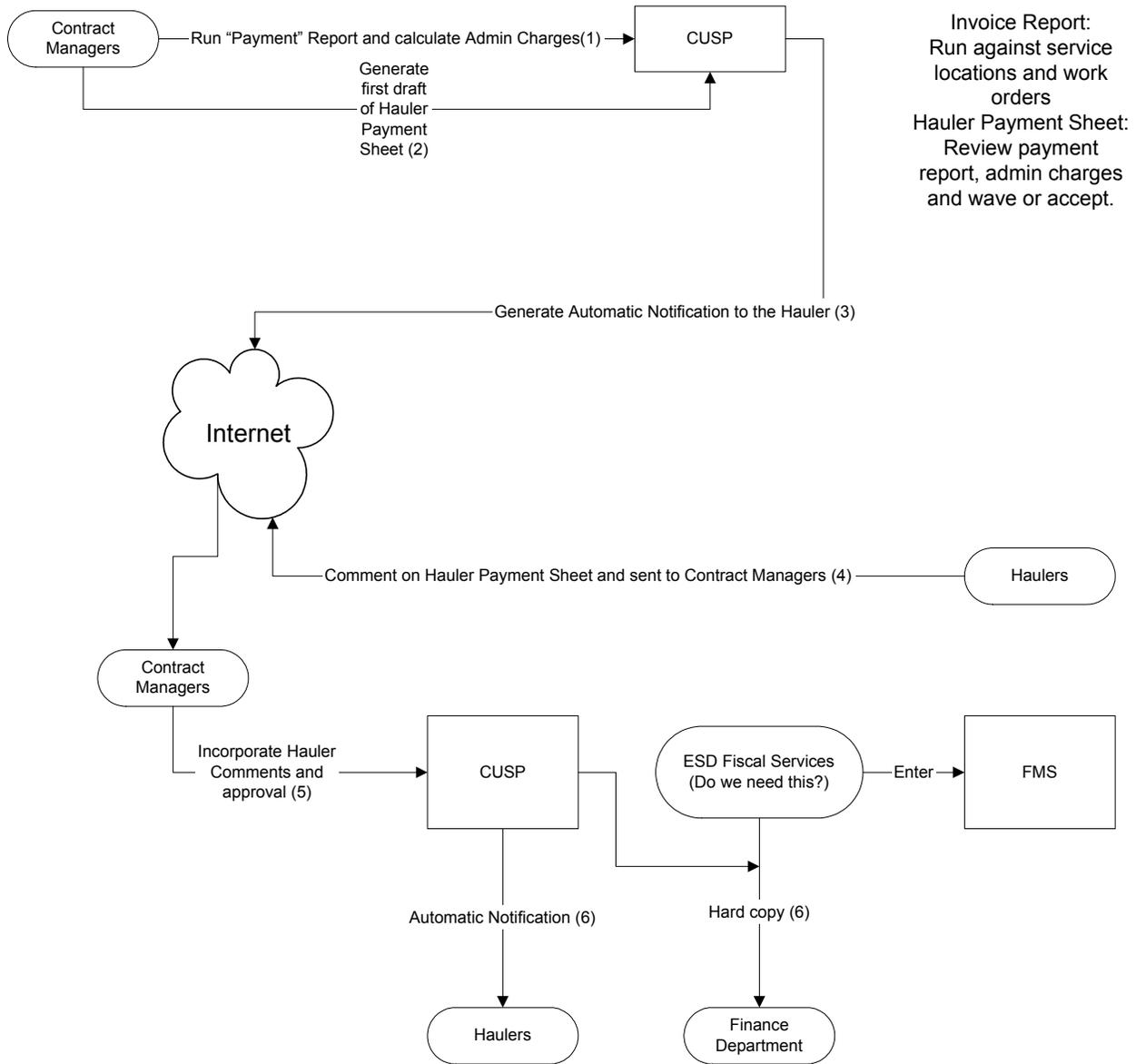
## CUSP WFLM Waste CIVIC Civic Litter Module Contractor



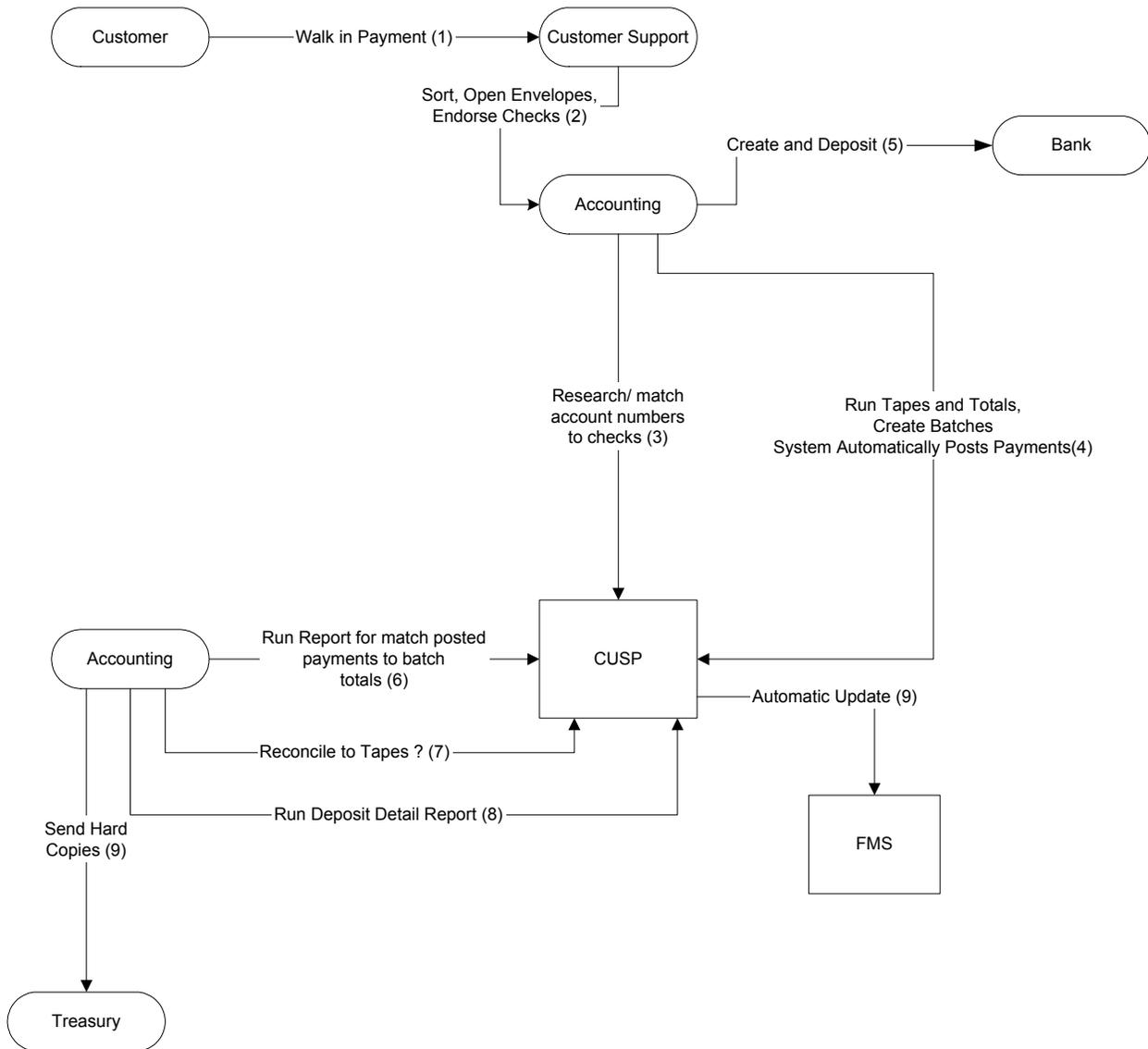
## CUSP WFLM Customer Support Escalations



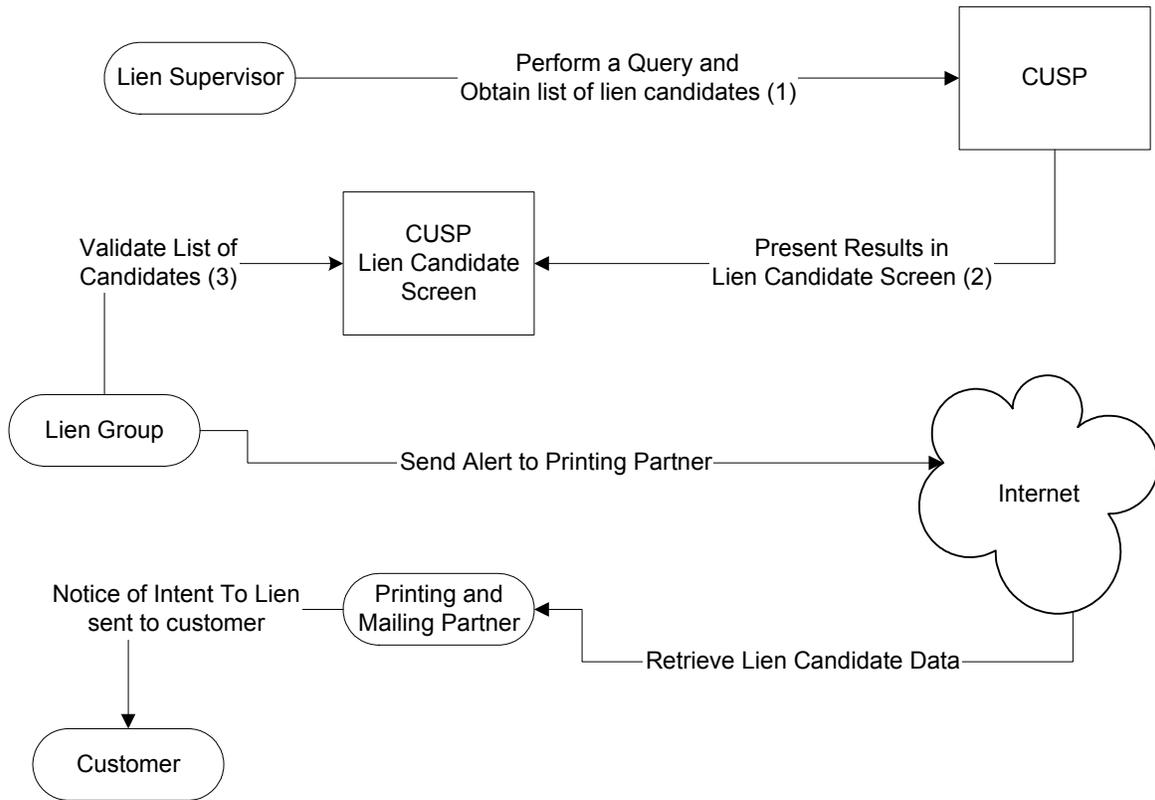
## CUSP WFLM Residential Hauler Payment



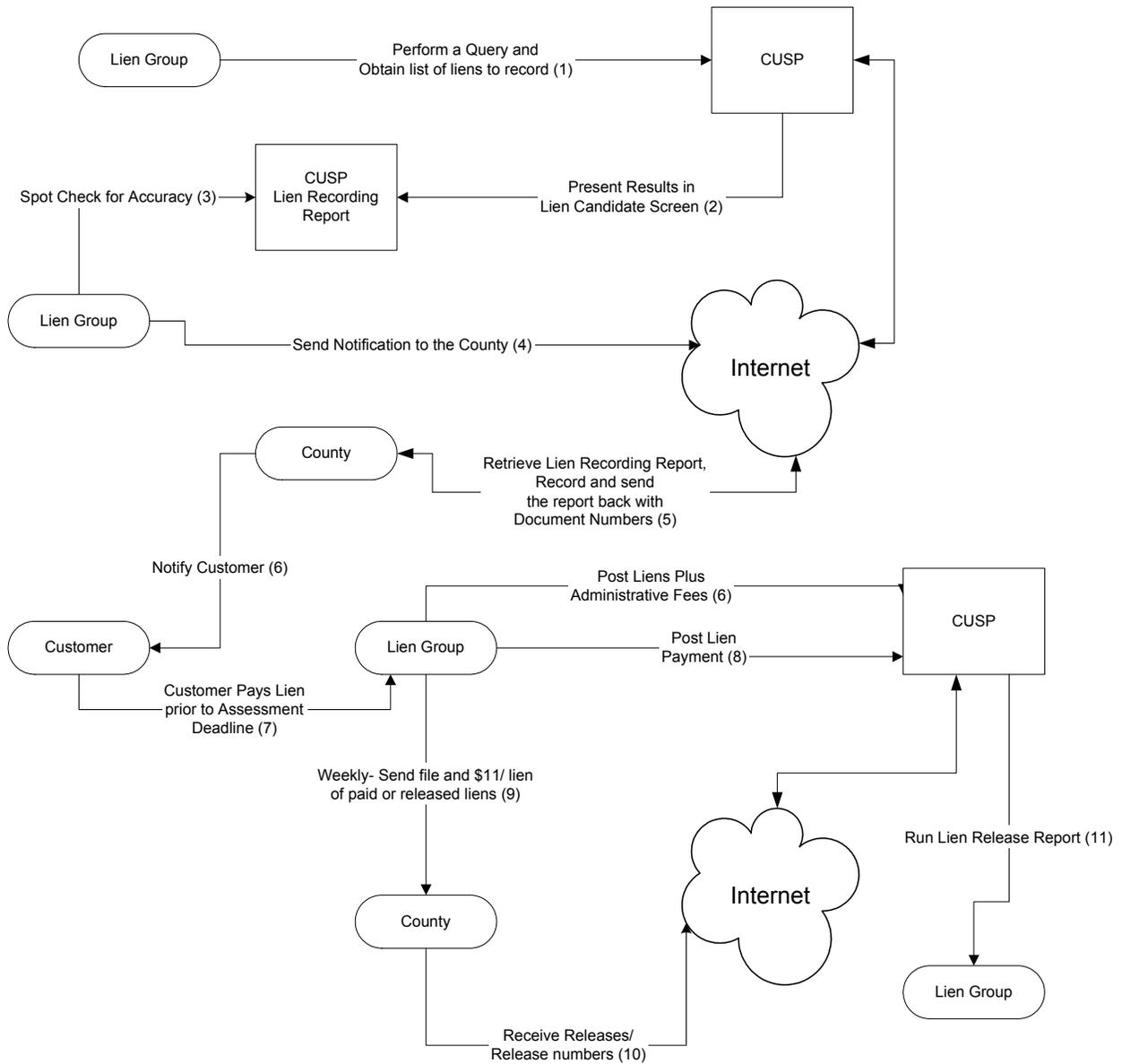
## CUSP UBS Accounting



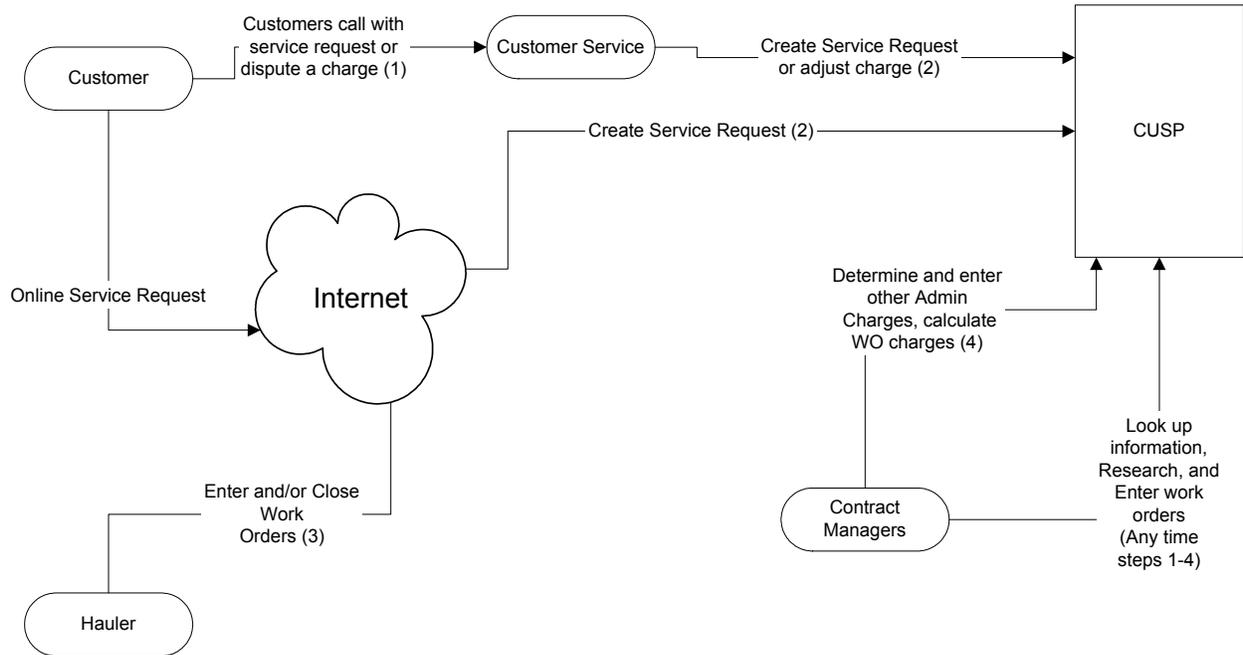
## CUSP WFLM Lien Processing Notice of Intent



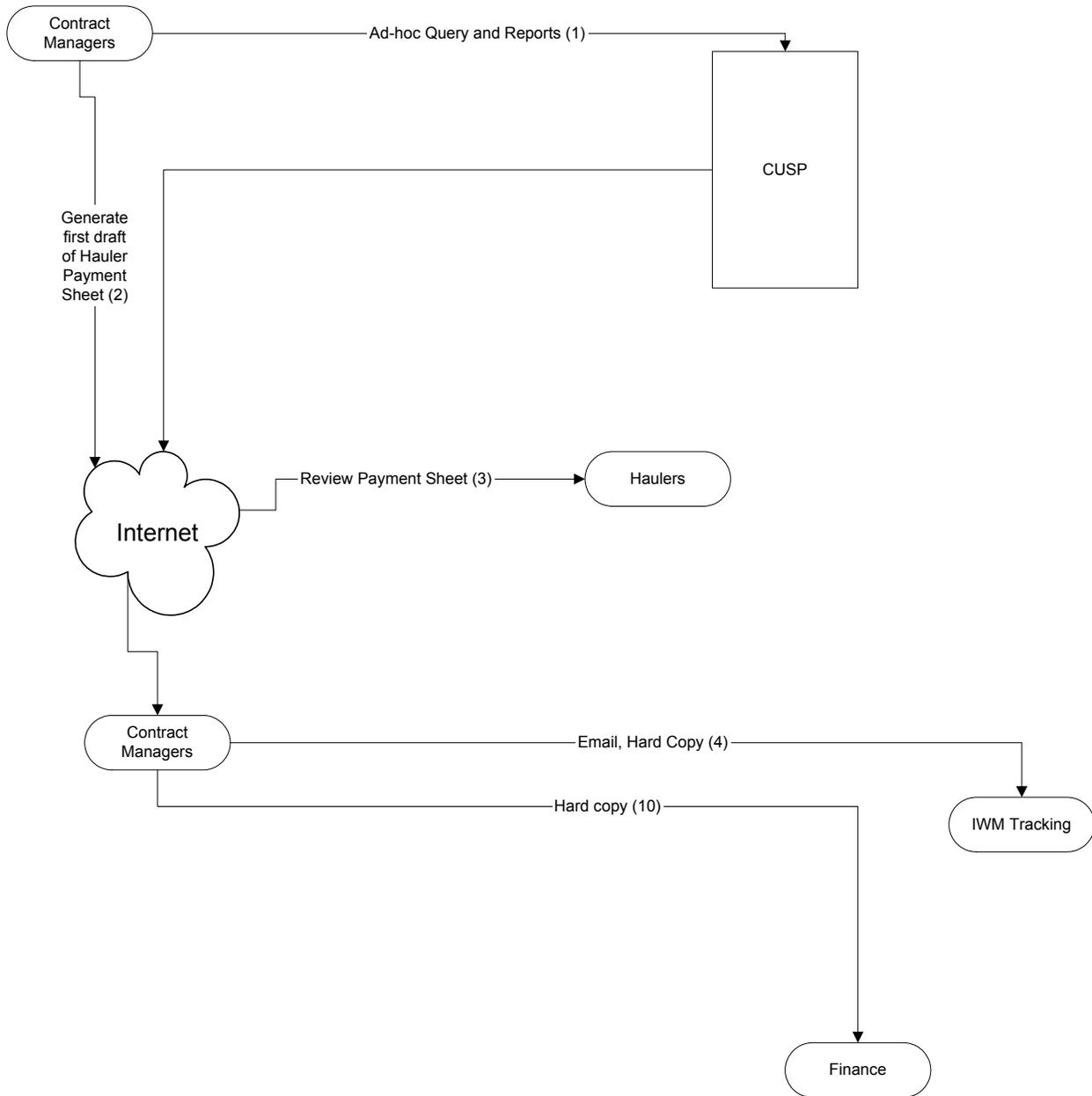
## CUSP WFLM Lien Processing County Recording



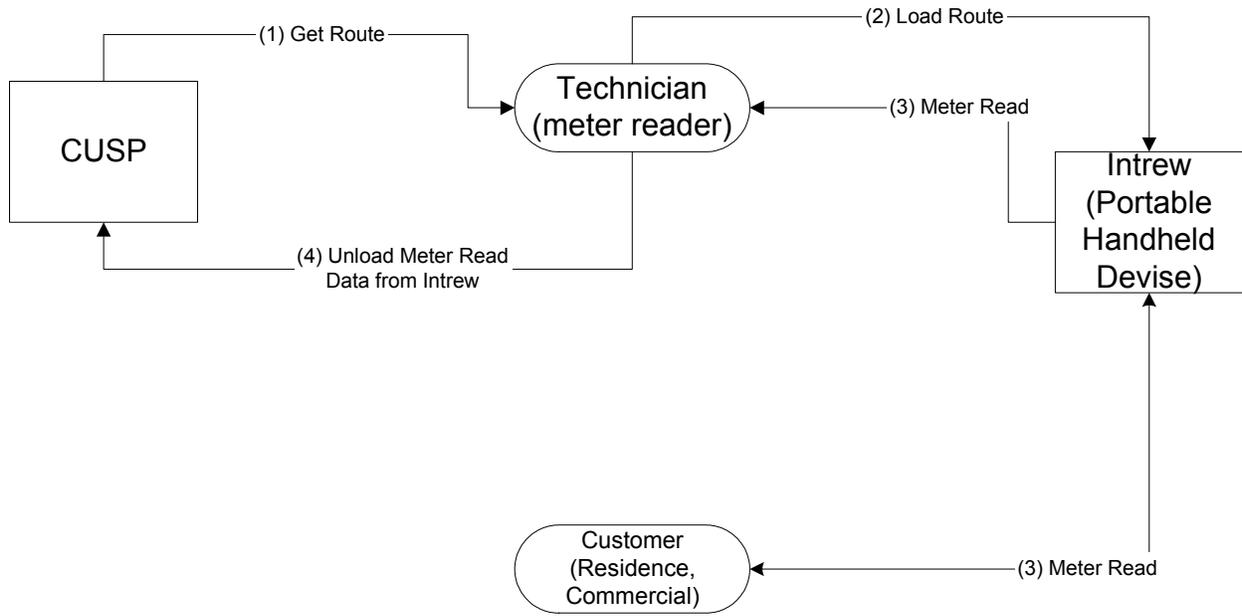
## CUSP WFML Residential Resolution, Review, Enter Admin Charges



## CUSP WFM Residential Invoice/ Hauler Payment



## CUSP WFLM Muni Water Meter Read



**EXHIBIT H: CUSP STRATEGIC ANALYSIS**

<i><b>Stakeholders</b></i>	<i><b>Strategic Direction</b></i>	<i><b>Business Objectives</b></i>
<i><b>Community (Customers)</b></i>	• Lower Service Costs	• Contractor Performance Monitoring, Reliable Field Data
	• e-Government	• Online: Automatic Billing and Payment, Self Service Acct Mgmt
	• Improved Customer Service	• Call Center Menus, Online Help and Self Service, 'One-Stop' Billing
	• Improved Outreach	• Expanded Info/Intuitive Navigation, Newsletters, Brochures, Knowledge Mgmt, Marketing Automation
<i><b>City Council</b></i>	• Lower Operational & Billing Costs	• Eliminate Redundancy, Performance Monitoring, Reliable Field Data
	• eGovernment	• Online and Automatic Billing and Payment, Self Service Acct Mgmt
	• Improved Customer Service	• Call Center Menus, Online Help and Self Service, 'One-Stop' Billing
	• Improved Public Relations	• Expanded Info/Intuitive Navigation, Newsletters, Brochures, Knowledge Mgmt
		• Consolidate Other City Billing Functions Like Muni Water
<i><b>Finance &amp; ESD Staff (City Employees)</b></i>	• Efficiency	• Close Integration other Systems like FMS, Improved Reporting and Knowledge Management
	• Partner Accountability	• Performance Monitoring, Better Contract Management
	• Data Security and Accuracy	• Automated Data Collection, Partner Portals
<i><b>Service Contractors (Partners)</b></i>	• Partner Accountability	• Performance Monitoring, Better Contract Management
	• eGovernment	• Online and Automatic Billing and Payment, Online Self Service Acct Mgmt
	• Increased Efficiency	• Close Integration other Systems like FMS, Better Reporting and Knowledge Management

<b><i>Stakeholders</i></b>	<b><i>Strategic Direction</i></b>	<b><i>Business Objectives</i></b>
<b><i>Enterprise</i></b>	<ul style="list-style-type: none"><li>• EGovernment</li><li>• Consolidation</li><li>• Integration</li></ul>	<ul style="list-style-type: none"><li>• Online and Automatic Billing and Payment, Online Self Service Acct Mgmt</li><li>• Consolidate Other City Billing Functions Like Muni Water, Combine Customer Service Unit Processes, Re-use Existing Technology</li><li>• Follow City IT Standards; Create an Integration System that can be repeated to integrate with many data sources.</li></ul>

**EXHIBIT I: GLOSSARY OF TERMS**

ACH	Automated Clearing House
APN	Assessor's Parcel Number
ARS	Automated Payment Service
CIS	Customer Information System
COTS	Commercial Off the Shelf
CRM	Customer Relationship Management
CSR	Customer Service Representative
CUSP	Customer Relationship, Utility Billing, Partner Relationship Management System
ERD	Entity Relationship Diagram
ESD	Environmental Services Department
FAQ	Frequently Asked Questions
FMS	Financial Management System
GIS	Geographic Information Systems
HTML	Hypertext Markup Language
ISO	International Organization for Standards
ITPB	Information Technology Planning Board
IVR	Interactive Voice Response
IWM	Integrated Waste Management
MFD	Multi Family Dwelling
MWS	Municipal Water System
OCR	Optical Character Recognition
PIN	Personal Identification Number
RDBMS	Relational Database Management System
RFP	Request for Proposal
SFD	Single Family Dwelling
TOU	Time of Use