

AGREEMENT FOR
Operations, Analytic and Reporting System (OARS) RFP 22-20

This Agreement for Operations, Analytic and Reporting System (OARS) ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and NJBSoft, LLC, an Arizona limited liability corporation (the "Contractor"), as of the _____ day of _____, 2022.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 22-20 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.
 - (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City

without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations, and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed **\$241,500** as specifically detailed in **Exhibit B** (the "Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. **Billings and Payment.**

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the Effective Termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$250,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision apply even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Contractor warrant their compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Contractor and subcontractor warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

NJBSOft, LLC
c/o Pranam Joshi, President
202 E Earl Drive, Suite 110
Phoenix, AZ 85012
pranam.joshi@njbsoft.com
602-629-0206

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Connie Schneider
Glendale, Arizona 85301
623-930-2868
cschneider@glendaleaz.com

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

13. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

14. Entire Agreement; Survival; Counterparts; Signatures.

14.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

14.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.

c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- 14.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
- 14.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 14.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 14.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 14.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

15. Term.

- 15.1 **Renewals.** The term of this Agreement commences upon the effective date and continues for a one (1) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for any renewal. There are no automatic renewals of this Agreement.
- 15.2 **Extension for Procurement Process.** Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

16. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

17. Cooperative Use of Contract. This agreement may be extended for use by other governmental agencies and political subdivisions of the State. Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link:
<http://www.mesaaz.gov/business/purchasing/save>

18. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

- Exhibit A Project
- Exhibit B Scope of Services
- Exhibit C Compensation
- Appendix A Software License Terms
- Appendix B Software Support Services

The parties enter into this Agreement as of the Effective Date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

NJBSOft, LLC
an Arizona limited liability company



By: Pranam Joshi
Its: President

EXHIBIT A
Operations, Analytic and Reporting System (OARS)
PROJECT

Contractor will provide project as described in the attached RFP 22-20.

0.0 Project Management Questions

EXHIBIT A



Requirement

0.00	Provide a proposed project plan (see attached)
0.01	Provide a RACI table for key tasks by project phase (see attached)
0.02	Provide a listing of recommended City staffing/skillsets and estimated number of hours per month for the duration of the The resources require for City staff include: 1. Project Manager – BA/PM role. This role will ensure that project keeps on track and all items are resolved 2. Business Champion – This skill set is a cross functional skill set of a business SME plus a BA to help ensure all adequate requirements are understood for all team members.
0.03	Provide a resource plan for consulting staff assigned to the project with corresponding role Consultant resource plan: 1. Pranam Joshi – 20% 2. Ken Marshal – 20% 3. Phil Ponce – 10% 4. Jason Scoville – 10% 5. Implementation Support Team 20%

1.0 Technical Questions

Requirement	Available in Current Release	Modified/ Alternative Available	Future Release (Provide Expected Date)	Not Provided	Comments	IT Review Comments
1.00 Provide application architecture diagram						
1.01 Does application require software to be installed on a Windows machine?	X				Not required. It is a web based software	
1.02 Software has a web browser component	X				Yes	
1.03 Software has a native Android app	X				Yes	
1.04 If yes, is it full-featured?	X				Yes	
1.05 Software has a native iOS app	X				Yes	
1.06 If yes, is it full-featured?	X				Yes	
1.07 Application is fully supported on latest versions of Google Chrome, Firefox, Safari, and Edge	X				Yes	
1.08 Supports SSL encryption in transit	X				Yes	
1.09 Supports encryption for data at rest (database/file)	X				Yes	
1.10 Is FIPS (Federal Information Processing Standard) 140-2 Compliant - If YES, which level (e.g., 1, 2, 3, or 4)?	X				We use azure cloud hosting and azure is FIPS compliant and validated. Depending on the hardware chosen for role out, we can be either level 2 or level 3 compliant	
1.11 Communicates via TCP/IP network protocol	X					
1.12 Database has the ability to archive data	X					
1.13 Database has the ability to restore archived data	X					
1.14 What frequency is the data archived?	It is implementation and client dependent and we can set any frequency that is meaningful and reasonable for client					
1.15 What is the retention for archived data?	It is implementation and client dependent and we can set any frequency that is meaningful and reasonable for client					
1.16 Database has the ability to query archived data	X					
1.17 Database provides encryption of data at rest	X					
1.18 Provide a data dictionary with clear definitions, down to the column level, and entity-relationship diagrams available	X					

1.0 Technical Questions

Requirement		Available in Current Release	Modified/ Alternative Available	Future Release (Provide Expected Date)	Not Provided	Comments	IT Review Comments
1.19	Describe the reporting tools (e.g., SSRS, SQL, Business Intelligence) delivered with your software, e.g. ad hoc, standard reporting tool, executive dashboard and level of integration with all modules					SAMS has in-built report development tools similar to crystal reports, it has inbuilt tool that emulates excel and uses excel engine for reporting, it has predefined queries (ad-hoc) reporting that can be created with minimal query writing capabilities and it dynamically creates reports and has ability to automatically send out emails and messages, Mail-merge reports capabilities, SSRS capabilities, Dashboards, maps based queries and views	
1.20	Will the City have direct sql access to the application database (e.g., ETL, reporting, data quality tools)	X				Yes	
1.21	Explain how solution will support Data Warehousing					Through direct SQL Access to the database through a designated ports, web api (SOAP, REST, WCF, etc) and automated import export through sftp and file and email based exports	
1.22	Application offers a full featured API (Application Programming Interface) *If yes, provide documentation	X					
1.23	Other than an API, application has the capability to be configured, modified, or extended via Component Object Model interfaces, a vendor-supplied scripting language, or other such means acceptable to the City	X				Yes we have an extension using form builder that can be used for any level of access to the application. Form builder can be used as a full enterprise as well as mobile workflow solution and one-stop shop tool	
1.24	Vendor shall be required to apply all security and critical updates for all components of the proposed solution within 90 days of release	X					
1.25	Does the application support Active Directory or ADFS authentication?	X					
1.26	Describe the user login experience when Active Directory/ADFS authentication is enabled. Is passthrough supported?					Yes, we use SAML login or ADFS access to the LDAP login. This allows a logged in user to directly log	

On Premise (skip this section if hosted solution)

1.0 Technical Questions

Requirement	Available in Current Release	Modified/ Alternative Available	Future Release (Provide Expected Date)	Not Provided	Comments	IT Review Comments
1.27 Proposed solution compatible with VMware ESXI 6.5 or later						
1.28 Database version should be SQL Server 2017 or higher Note: SQL Server 2019 is preferred	X				We prefer 19 as well but support 16 or higher	
1.29 Operating systems shall be Microsoft Windows Server 2012 R2 or higher	X					
1.30 Web server IIS version 8 or later (preferred) or current supported version of Apache/Tomcat	X				We prefer latest versions of IIS server	
<i>Hosted Environment (skip this section if on premise solution)</i>						
1.31 Which hosting service will be used (Ex. Azure/AWS)					Azure is proposed but we can do AWS as well	
1.32 Will City data be stored outside of the United States?				No		
1.33 City owns all data				Yes		
1.34 Describe the process and timing for the City to retrieve a full copy of its data.					Automated everyweek on City's sftp or with a 24 hour notice	
1.35 Will City data be hosted on a multitenant environment? If so, how is the data logically separated from the other tenants?					No. We have proposed dedicated server	
1.36 What is your Incident Response Plan in the event of a data breach?					See attached	
1.37 What is your Business Continuity and Disaster Recovery Plan?					See attached	
1.38 Provide latest SOCLII Report					We currently do not have a SOCLII certification but we will have it by 06/30/22	
1.39 Does hosting party require a VPN connection					We can put whatever security requirements that City would prefer. But none of our clients have VPN requirements to access software right now. However, to access RDP (server configuration) we need a VPN connection.	
1.40 Does hosting party require a firewall?					We always use a firewall provided through azure or AWS Portal	

1.0 Technical Questions

Requirement		Available in Current Release	Modified/Alternative Available	Future Release (Provide Expected Date)	Not Provided	Comments	IT Review Comments
Hardware/Network Specifications							
1.41	Attach Server/Workstation/Mobile Device Hardware/Network Specifications				See attached		
Support							
1.42	Provide the software deployment model				We offer On-Prem as well as SaaS deployment models including private/hybrid cloud. Both costs are attached		
1.43	Attach SLA Maintenance Contract				See attached		
1.44	Vendor shall supply all pertinent documentation in both printed and electronic forms for end-users, administrators, and information technology support personnel				Agreed		
1.45	Provide a description of on-going product support and maintenance program(s).				Our support includes unlimited support along with updates and upgrades as long as you are on the support plan. We also have a dedicated account manager that is ready to answer all your questions without going through standard support line. See SLA for further information.		
1.46	Describe the process for the City to request future product enhancements				Through support or account manager a product enhancement should be requested. Generally NUB includes this at no cost to the client if this is a reasonable request and not specific to glendale. Team will decide the timeline and send out an update on the agreed upon time frames.		
1.47	Describe the technology to communicate standard and unplanned downtimes to the application users and administrators				We use list server, emails and Monday.com to plan and communicate with users about the downtimes		
1.48	How will the City be notified of an upcoming upgrade?				Via product release notes and phone calls as applicable, if there is a critical upgrade needed.		
1.49	How much notice will the City be given of an upcoming upgrade?				Generally, if it is not a critical upgrade then we will work on City's timeline and City will never be forced into an upgrade.		
1.50	What is the frequency and timing of standard maintenance windows?				Approximately 1 per month and generally on Sunday evenings after 10 pm and before 2 am		
1.51	Describe the frequency and types of Software Upgrades included in Ongoing Maintenance				We usually release minor patches once every quarter and major release twice a year. These do not include any critical patches.		

1.0 Technical Questions

Requirement	Available in Current Release	Modified/ Alternative Available	Future Release (Provide Expected Date)	Not Provided	Comments	IT Review Comments
1.52 Describe how upgrades will be applied to City's environment by Contractor staff.	Designated individuals will log into RDP and create a backup for the current system, machine and database. They will upgrade the database for the changes, upgrade the software, run automated tests and assign manual testers to ensure no critical errors.					
1.53 Describe level of effort required by City staff for upgrades applied by Contractor staff.				Yes		
1.54 Will there be a "sandbox" environment available for City staff to test the upcoming upgrade?				Yes		

3.0 GIS - Technical Questions

Requirement		Available in Current Release	Modified/ Alternative Available	Future Release (Provide Expected Date)	Not Provided	Comments	IT Review Comments
2.01	Software has ArcGIS Integration & Mapping functionality	Yes					
2.02	Provide the latest version ESRI ArcGIS Server supported. Minimum 10.3	All version above 10.3 are all supported. We use ESRI Rest API to connect to ESRI servers and display sampling location as well as all infrastructure					
2.03	Software has the ability to consume ArcGIS resources and web services	Yes					
2.04	Software has Spatial Analysis Tools	Yes					
2.05	Software can directly read from ESRI Enterprise Geodatabases	Yes					
2.06	Software will integrate with the City's Master Address database within ArcSDE (containing all parcel/property information) to validate address information.	Yes					
2.07	Ability to track activities by map location.	Yes					
2.08	Ability to link GIS data to get address, location, zoning, land use, information, council district, inspection area, FEMA flood zone, etc.	Yes					
2.09	Ability to integrate with ESRI ArcGIS online	Yes					
2.10	Software has ability to publish ArcGIS web service(s)	Yes				Assuming the question is that can we integrate using arcgis web services. Answer is yes.	
2.11	Ability to query, view, and export proposed system database for integration with City's GIS database.	Yes					
2.12	Ability to identify and utilize all unit addresses (e.g. unit, suite, apartment, etc.)	Yes					

3.0 Systemwide Requirements

Requirement

	Requirement	Available in Current Release	Modified/ Alternative Available	Future Release (Provide Expected Date)	Not Provided	Comments	IT Review Comments
3.01	Ability to maintain a record for laboratory readings	Yes					
3.02	Ability to have User-defined fields on screen forms/page	Yes					
3.03	Ability to have User-defined "mandatory" fields	Yes					
3.04	Ability to review, edit readings or provide comments and status for readings	Yes					
3.05	Ability to lock down historical fields as "read-only"	Yes					
3.06	Ability to define fields that are confidential and limit access to those fields and/or information	Yes					
3.07	Ability to provide an Audit Trail with Users Name, date & time when a record is created, updated or deleted	Yes					
3.08	Ability to perform searches across all records within the system	Yes					
3.09	System must provide an error message when a duplicate record is created	Yes					
3.10	Ability to provide FAQ or online help within the system	Yes					
3.11	Ability to export data to Microsoft Excel, PDF	Yes					
3.12	Ability to enter data using mobile devices (e.g., tablets or phones)	Yes					
3.13	System shall have ability to create templated letters in Word and PDF and scan them to upload into the system	Yes					
3.14	System shall have ability to modify templated form/notice and add additional fields and data other than the standard fields	Yes					
3.15	Ability to create charts/bar diagrams/line diagrams based on data entered into the system	Yes					
3.16	Provide standard dashboards to monitor daily lab readings	Yes					
3.17	Provide ability to upload photos and documents	Yes					

4.0 System Interfaces

System	Interface Description	Direction (Relative to OARS)	Describe the proposed approach for this specific interface	List assumptions for this specific interface:
(ESRI GIS software)	4.01 Ability to consume ArcGIS web services.	Bi Directional	ArcGIS MapLayers and Featurelayers are used for bi-directional communication	ArcGIS Web Services are used and access is available
	4.02 Supports ESRI ArcGIS Server		Yes we are native ArcGIS Client	
	4.03 Application will validate all addresses against city's address layer in ArcGIS		Yes	Yes we use the API with our custom forms to ensure that data is accurately geocoded using City's address layer in ArcGIS
	4.04 Ability to track instruments, activities, projects by latitude and longitude		Yes	All activities are tracked using the lat/lon of the device
	4.05 Ability to link GIS data to get address, location, zoning for instruments and locations		Yes	Yes using custom form we can provide this ability
	4.06 Provide the ability to query/view the proposed systems database for locations		Yes	This is a built in function

5.0 Scheduling

Requirement	Available in Current Release	Modified/ Alternative Available	Future Release (Provide Expected Date)	Not Provided	Comments	IT Review Comments
5.01 Ability to schedule resources for daily, weekly, monthly and annual activities/tasks. And shift resources as needed.	Yes				We have resource planning built into SAMS	
5.02 System must track all resources and their availability to be scheduled and alert for overbooking.	Yes				We have visual resource availability which prevents overbooking unless intentionally done	
5.03 Ability to assign work schedules, planned and unplanned leaves based on business need. Multiple schedules formats required.	Yes				Yes available through our custom resource scheduling forms	
5.04 System must have a overview/calendar view to daily, weekly, monthly shifts and assigned resources	Yes				Yes we also have criticality view	
5.05 Specific scheduling requirements as per each area of water services.	Yes				Yes you can assign roles and responsibilities	
5.06 Ability to maintain a list of resources/operators for stand by assignments.	Yes				Yes built in functionality	

6.0 Reporting & Data Analytics

Requirement	Available in Current Release	Modified/ Alternative Available	Future Release (Provide Expected Date)	Not Provided	Comments	IT Review Comments
6.01	Yes				part of the current system	
6.02	Yes				we can create unlimited daily reports and standard reports can be used or any user without experience can also create their own reports	
6.03	Yes				Standard and out of the box	
6.04	Yes				We have already done this for several utilities across the state	
6.05	Yes				SAMS is used to connect to multiple systems and have a synchronized database. Whenever a data collection technology is missing, SAMS can provide additional functionality.	
6.06	Yes				Built in out of the box functionality	
6.07	Yes				Built in out of the box functionality	
6.08	Yes				SAMS already integrates with several of the systems and has a robust API to build rest of the integrations.	
6.09	Yes				Out of the box functionality including ability to create user specific or shared dashboards.	
6.10	Yes				Out of the box functionality.	
6.11	Yes				Out of the box functionality.	
6.12	Yes				Out of the box functionality.	
6.13	Yes				Out of the box functionality.	
6.14	Yes				Out of the box functionality.	
6.15	Yes				We have several trending and charting and statistical functionality including all functionalities that are into excel emulator as well as functionalities that are pass through of SQL.	
6.16	Yes				Our tools are classified as one of the best in the industry. We have some of the largest water utilities in the country using our software.	
6.17	Yes				Out of the box functionality.	
6.18	Yes				Out of the box functionality.	
6.19	Yes				Out of the box functionality.	

7.0 Alerts & Notifications

Requirement	Available in Current Release	Modified/ Alternative Available	Future Release (Provide Expected Date)	Not Provided	Comments	IT Review Comments
7.01 Provide alerts to users when readings are out of defined range.	Yes				Out of the box functionality	
7.02 Provide alerts to supervisors when standards are out of range.	Yes				Out of the box functionality	
7.03 Provide an alert to supervisors when inspections are below requirement and calibrations are out of range.	Yes				Out of the box functionality	
7.04 Provide an alert to supervisors when inspections calibrations are out of range.	Yes				Out of the box functionality	
7.05 Provide alerts when operational consumables fall below a defined level.	Yes				Out of the box functionality	
7.06 Ability to trigger alerts based on any data within the system	Yes				Out of the box functionality	

8.0 Water Plants

Requirement	Available in Current Release	Modified/ Alternative Available	Future Release (Provide Expected Date)	Not Provided	Comments	IT Review Comments
8.01 Ability to track multiple lab readings/ inspection/ calibrations results for benchtop and auto generated data.	Yes				Using out of the box custom forms	
8.02 System must be configurable to increase or decrease the number of readings/inspection that can occur per shift for an asset.	Yes				Using out of the box custom forms	
8.03 System shall provide for pre-defined and ad-hoc notes that can be assigned to a lab reading and capture user and timestamp of the activity.	Yes				Using out of the box custom forms	
8.04 Ability to perform calculations based on Lab Readings.	Yes				Using out of the box custom forms	
8.05 Ability to calculate and provide industry standard calculations to meet process control and regulatory requirements	Yes				Using out of the box custom forms	

9.0 Production

Requirement	Available in Current Release	Modified/ Alternative Available	Future Release (Provide Expected Date)	Not Provided	Comments	IT Review Comments
9.01 Ability to capture weather data.	Yes				Out of the box functionality	
9.02 Ability to track the 24-hour water volume with date and time at different intervals	Yes				Out of the box functionality	
9.03 Ability track the date and time when the generator operates.	Yes				Out of the box functionality	
9.04 Ability to track and manage multiple parameter readings for each off-site facility.	Yes				Out of the box functionality	
9.05 The system must track the inspectors/technicians details who performed inspections/ readings, maintenance activities.	Yes				Out of the box functionality	

10.0 Conservation

Requirement	Available in Current Release	Modified/ Alternative Available	Future Release (Provide Expected Date)	Not Provided	Comments	IT Review Comments
10.01 Ability to manage, track data, and calculate landscape rebates for residential & non residential customers.	Yes				Using custom forms	
10.02 Ability to track rebate payments, and cumulative rebate totals.	Yes				Using custom forms	
10.03 Ability to calculate optimal water usage based on defined metrics, and to create charts and graphs to compare metrics. Automate the landscape water budget to email customers each month.	Yes				Using custom forms	
10.04 Ability to utilize meter readings to calculate actual use.	Yes				Using custom forms	
10.05 Ability to track data for education classes and informational seminars.	Yes				Using custom forms	
10.06 Ability to conduct and manage Water Efficiency Assessments Ability to list: <ul style="list-style-type: none"> • Locations/Rooms within a site. • Multiple assets for each location/room. • Multiple readings for each asset. • Misc. documentation field for inefficiencies from assets. • Calculator function to determine efficiencies. 	Yes				Using custom forms	

11.0 Collections


Requirement		Available in Current Release	Modified/ Alternative Available	Future Release (Provide Expected Date)	Not Provided	Comments	IT Review Comments
11.01	Ability to track equipment assigned to each resource.	Yes				Out of the box functionality	
11.02	Ability to track assigned activity types for each resource.	Yes				Out of the box functionality	
11.03	Ability to track results of activities completed per day.	Yes				Out of the box functionality	
11.04	Ability to set a target number for each activity to be completed in a month.	Yes				Out of the box functionality	
11.05	Ability to add new activity types to be tracked.	Yes				Out of the box functionality	

12.0 Water Quality

Requirement		Available in Current Release	Modified/ Alternative Available	Future Release (Provide Expected Date)	Not Provided	Comments	IT Review Comments
12.01	Ability to manage projects to track and monitor results.	Yes				Out of the box functionality	
12.02	Provide system analytics based on the readings/tests, from projects, multiple locations and sample sites, and multiple parameter analyses.	Yes				Out of the box functionality	
12.03	Ability schedule and track projects: Daily, Monthly, Quarterly, Biannual, Annual to meet regulatory and non-regulatory requirements	Yes				Out of the box functionality	
12.04	Flexibility to create, track and manage Sampling Plans; daily, weekly, monthly, annually.	Yes				Out of the box functionality	
12.05	Ability to manage & track all permits issued to City of Glendale	Yes				Out of the box functionality	
12.06	Automated QA/QC function for regulatory compliance limits.	Yes				Out of the box functionality	

EXHIBIT B
Operations, Analytic and Reporting System (OARS)
SCOPE OF SERVICES

Contractor will provide Scope of Work as described in the attached RFP 22-20.

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1. INTRODUCTION

The Water Services Department (WSD) administers the water services for the City of Glendale (City). Glendale is the fourth largest city in Arizona consisting of approximately 58.5 square miles, with a population of 226,721, according to the 2010 Census Bureau results. Glendale's WSD provides essential services that protect public health and the environment.

The WSD's mission is to provide customers with safe, reliable, high-quality water, wastewater, environmental and stormwater services. The city tests analyzes and monitors water quality in multiple locations, several times each day to ensure that the water provided is clean and safe to use. Our 24/7 operation consists of three water treatment plants, two water reclamation facilities, 1,094 miles of pipe, 8,700 fire hydrants, 62,500 water meters and numerous other assets.


The WSD has been using the Microsoft Access Software (Access) since the late 1990's and the current format is not supportive of the data analytics required for best practices in water services management. The Access databases are at the end of useful life motivating the WSD to update to a system that is dynamic and provides software solutions that addresses critical water data from source water through to the receiving environment. Data management drives the efficient management of water information across the water cycle to protect human health, reduce environmental impacts and compliance challenges for the rapidly growing water industry.

The City is seeking a contractor that provides a proven, effective, and structured approach to the implementation of the chosen system. In this context, "implementation" refers to all efforts required to provide a complete and functioning system and to configure OARS to use it effectively. This includes technology and implementation planning, detailed design, interfaces, software integration, designing minimal software modifications, testing, training, data conversion, end user and technical documentation, project management, implementation change management, and post-implementation warranty support.

The primary focus of the new system is to support the WSD, which includes water treatment, water distribution and pumping, wastewater treatment, wastewater collection and lift stations, water quality, pretreatment, water reuse, storm water management, and irrigation system management.

The five (5) major areas for water services are listed below and the system to be implemented should cater to all the processes, data readings, calculations, notifications, analysis, trending, predictive analysis, and reporting requirements for all areas:

- Drinking Water Plants: Three (3) Plants
- Wastewater Plants (Water Reclamation Facility): Two (2) Plants
- Water Production: Water systems network flow and component management.
- Collections: Waste recovery system management.
- Environmental: Conservation and Water Quality.

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Purpose


The purpose of this RFP is to solicit proposals for the purchase and implementation of a Water Services – Operations, Analytic and Reporting System (OARS) from a qualified Contractor. The City prefers a system that is available Commercial Off the Shelf (COTS). The chosen system should be in use by other municipalities, agencies, or businesses of similar size and complexity. The City desires, to the greatest extent possible, to procure a system that allows interfacing with third party software and is easily configurable with minimal use of contractor resources. The new system shall serve as the City's core business application for tracking data regarding water data from source through to the receiving environment.

The sixty-five (65) Access databases currently maintained by WSD only serve as a data warehouse. This project will replace Access with a cloud based (preferred), analytics system with the capability to manage, monitor, and produce the reliable data required to make sound decisions and report regulatory requirements with efficacy.

It is requisite that the new system integrates with all current software and hardware, such as but not limited to; Supervisory Control and Data Acquisition (SCADA), Laboratory Information Management System (LIMS), Geographic information System (GIS), laboratory equipment and instrumentation (field and bench-top), in-line instrumentation, as well as allow for manual entry of field and bench-top results. The system will manage data from all integrated data sources, provide tracking, reporting, manage and track field and lab readings, provide predictive analysis, regulatory calculations, and template-based and ad-hoc report generation.

The new system will be used at a minimum, for the following purposes:

- Manage workflows and record keeping related to lab data, field data such as but not limited to, readings, inspections, maintenance related tasks-and regulatory requirements.
- Manage schedules, store information related to all tests, readings, sample collection and analysis, and inspection for all water services groups.
- Provide a seamless overall experience for City internal using internet and mobile devices.
- Provide Citywide mapping and plotting mechanism to depict the various water and water reclamation resources.
- Budget management capability with ad-hoc reporting on all data points based on business need.
- Alerts/Email Notifications to promptly manage work assignments, risks and or mitigation actions.

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Predictive Analysis to be preemptive and take necessary actions to provide a safe drinking water.

2. OBJECTIVES

The primary objective of this solicitation is to replace the City’s current software systems used to monitor data from the water systems with a system that (is):

- Robust, state-of-the-art, and easy to implement.
- Cloud-based software system that can support future growth.
- Requires minimal training.
- Configurable to support City business processes.
- Achieves better application integration with current and future commercial products and City enterprise applications.
- Provides flexibility in adapting the out-of-the-box user interface to fit the City’s evolving business practices.
- Decreases complexity and maintenance burden through good design, use of best practices, reliance on industry standard platforms and technologies, and re-use of code and business rules.
- Has a robust workflow engine, with providing workflow automation and customization, tools for enforcing data rules and business rules, and a flexible tool set to quickly respond to business process changes.
- Realtime analysis, analytics with automated and manual input capability.
- Automated alerts and notifications.
- Robust auditing based on authorized user roles.
- Ability to quickly calculate KPI (Key Performance Indicators).
- Capability to perform predictive analysis based on generated data and formula integration.

Ability to generate template based, pre-formatted or on demand reports.

Current Operational Activity Overview

Examples of reports and spreadsheets are included in the RFP packet for reference.



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Drinking Water and Water Reclamation Plants

Currently there are three (3) Drinking Water Plants and two (2) Wastewater Plants, the plants process and capture information in separate Access databases and/or excel spreadsheets. Each Plant is maintaining their own data/information with no integration or sharing of data between them.

There is no automation or workflows to manage the overall process. No alerts or notifications for any conditions. This stored data is used to generate reports using multiple formats and manually extracting data to create charts, tables, and internal and external reports.

Below are the major functions performed by this group:

Category 1: Process Labs

Data generated from wet chemistry methods over a 24/7/365 period, this data is used for regulatory reporting and process control.

Category 2: Maintenance

Process maintenance is conducted as part of standard procedure for each shift that includes rounds, inspections, and calibrations. The process maintenance activities are tracked in a spreadsheet/checklist paper copy. For preventative or corrective maintenance, a work order is created in the Lucy database.

Category 3: Filters

Filter management is one of the major activities at the Drinking Water and Water Reclamation Plants. Multiple data points are generated during monitoring and filter backwashing, these points are captured on log sheets from an Excel or Word document. Readings are also recorded from the SCADA system.

Category 4: Logbook/Operational Notes

This is an operational step where the duty Operator logs all the significant activities during the shift, each Operator during the shift must maintain a log of important activities. The notes are currently captured in a bound notebook.

Category 5: Inventory

The consumables, chemicals and equipment used at each clean water plant are tabulated. The documents to manage inventory and budget are currently in separate databases.

Category 6: Analysis

The duty operator reviews every log sheet/checklist/bench sheet/hardcopy note and associated data that assists with making sound quality-based treatment decisions.

Category 7: Reports

Lead and Supervisory staff generate regulatory and non-regulatory reports based on all the activities and data generated by electronic or manual inputs.

Reports are required by each plant on a monthly, quarterly, and annual basis with the local, state, and federal regulators. The Regulatory Reports that are generated for each plant require a specific template, data for this report is populated from daily labs, SCADA,



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and the Water Quality - LIMS system. Some of the fields in the template require manual entries such as check boxes, notes etc. This applies to both water treatment and water reclamation plants.

Category 8: Logs

The duty Operators take multiple readings per shift and log on bench sheets and in Access.

Category 9: Scheduling

Ability to schedule Operations and support staff 24/7/365. The ability to amend and schedule months in advance is necessary.

Water Production – Central Control

This group monitors the water within the pipes, adjust flows based on system demand and pressures as needed. The staff also takes Water Quality calls after regular business hours.

Below are the major functions performed by this group:

Category 1: Logs

- All logs/checklists are maintained within excel spreadsheets with built in calculators.
- Production Data: Readings are recorded from SCADA to a log sheet.
- Weather data is recorded on a log sheet.
- Water Quality Calls: Duty operator activates protocol, field staff confirms, this communication tree is logged on paper, in Access and GlendaleOne.

Category 2: Reports

Reports: Multiple reports using SCADA and manual entry readings with calculations are performed. The reports are used to drive the Water Usage and Water Order Reports.

Category 3: Formulas

Various data points from multiple resources are used in Excel to electronically calculate optimal blending rates to uphold internal water quality goals.

Category 4: Schedules


Scheduling: An inventory of Operators is necessary to assure operational safety and to assign/schedule standby operations.

Water Production: Public Service Representative (PSR) Group

Remote site operators for Water Services. The PSR's are responsible for a variety of tasks in the field, such as collect and transport samples, monitor and maintain booster stations, reservoirs, wells, transport and connect chlorine cylinders.

Category 1: Logs

- **Well Production:** Log sheets are maintained at each well for continuity and entered in the corresponding Access database.

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- **Chlorine Residuals:** The readings are recorded manually into a spreadsheet.
- **Preventative Maintenance** - Data is tracked manually.
- **(DCR) Department Customer Request:** A list of customer requests/complaints entered into the Access and GlendaleOne database.
- **Scheduling:** Ability to schedule Operations and support staff 24/7/365. The ability to amend and schedule months in advance is necessary.

Wastewater Collections: 4 Groups

Group 1:

Storm Water (SW): This division provides maintenance and cleaning activities to our municipal storm water system manholes, catch basins, grates, spillways, scuppers, box culverts, head walls, city owned drywells, washes, and responds to flooding calls they also support construction and repairs.

Group 2:

Field Customer Service (FCS): This division reads, maintains, and installs water meters every month accurately and timely for billing.

Group 3: Wastewater Collection 1 & 2 (WWC1, WWC2)

This division is responsible for the conveyance of wastewater from residents' homes and businesses to wastewater treatment facilities in an environmentally safe manner staff performs proactive, preventive, and corrective maintenance including hydro-cleaning, root control, customer service and emergency response to sewer stoppages, sanitary sewer overflows.

A closed-circuit television (CCTV) of sewer mains and lateral for surveying and inventorying the collection system components to prioritize future system upgrades and maintenance. They also provide roach control, manhole inspections and oversee 6 odor control stations and maintain drywells.

Below are the major data sources utilized by Wastewater Collections:

Category Logs:

- **Daily Logs:** Daily assignments with standby contacts, vehicle inventory, the location, and their function.
- **Monthly Log:** An accumulation of daily logs.
- **Activity Log:** Daily, monthly, and annual goal-based criteria.
- **Scheduling:** A stand-by list is maintained to manage customer service calls after normal business hours.



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Environmental: Water Quality Lab

Administers multiple services to champion regulatory compliance and to meet internal water quality standards across the entire city. In addition, the lab supports sample collection and analysis for water quality on construction, special and process control projects. The Water Quality Lab is fully accredited for multiple parameters. The teams collect, transports, and analyzes samples from locations throughout the city, including the; distribution system, customer complaints, hydrants, wells, reservoirs, plants, construction projects, and other on-demand requests.

Below are the major functions performed by this group:

Category 1: Scheduling

Daily, Monthly, Quarterly, Biannual, Annual to meet regulatory and non-regulatory requirements

- City wide Sampling includes monthly, quarterly, and annual requirements, with tracking and note features.

Category 2: Permits

- Scheduling & Sampling Data are maintained for permits issued to WSD.

Category 3: Special Projects

- Projects are currently prompted by email and warehoused in the LIMS system.

These results are used to build pictorial representation in charts, pie charts, graphs etc., that are manually transferred and processed.

Category 4: Graphical Modelling (TTHM) Total Trihalomethanes

- The data collected is entered into an Excel spreadsheet this data is then used to plot a graph for each location specified. Data distribution is conducted manually by attaching the file to email.


Category 5: Reporting

- Data collected manually and electronically is touched by several water services groups, to reports for internal and external purposes, including regulatory reporting.

Environmental: Conservation

The conservation group is serviced based by educating and providing resources to citizens and businesses to effectively conserve water and promote safe water usage. The processes performed are maintained in Excel Spreadsheets and assorted hard copy documents.

Below are the major functions performed by this group:

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Category 1: Landscape

- **Rebate Calculations (Residential & Non-Residential):** An Excel function.
- **Landscape Water Budgets** – Data from North Star is manually transferred for calculations.
- **Inventory** - plants and trees that are conservation focused.

Category 2: Education

Class topics, location, attendance, the point of contact, dates etc. are maintained in Excel.

Category 3: Water Efficiency Assessments

Assets produce specific data and various readings are captured. Based on the data a report is generated.


Operational Statistics (Estimated OARS Users)

The following user counts are estimates and are provided for planning purposes only. It is anticipated that some users will use multiple modules causing overlap in each functional area and may access the proposed solution in the office or in the field. The counts are provided to allow vendors to formulate responses based on each. The number of users represents the anticipated number of users of a new system.

No.	User Group	Total Users	Concurrent Users
1	Water Plants (Clean & Wastewater)	40	20
2	Production	20	10
3	Conservation	5	5
4	Collections	10	5
5	Water Quality Lab	15	5
6	Others	40	15
	Total Users	130	60

Definitions, Acronyms, Abbreviations

Acronym	Full Form
ADEQ	Arizona Department of Environmental Quality
CAP	Central Arizona Project (Raw Water Provider)
City	City of Glendale
CR	Control Room
DCR	Department Customer Request
DWAR	Drinking Water Compliance Reports
ESRI/GIS	GIS Mapping Software
FCS	Field Customer Service
HMI	HMI – Human Machine Interface
LIMS	Laboratory Information Management System
Lucity	Work Order & Asset Management Software

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MUNIS	ERP System from Tyler Technologies
OARS	Operations, Analytic and Reporting System
PSR	Public Service Representative
SCADA	Supervisory Control and Data Acquisition
SMRF	Self-Monitoring Reporting Form
SW	Salt Water (Raw Water Provider)
TTHM	Total Trihalomethanes
WSD	Water Services Department


3. SCOPE OF WORK

Project Elements

1. Provide the necessary expertise and support, which includes a transfer of knowledge to transition the project team through the learning process in completing the requirements.
2. Provide for project deliverables organized by the following major project elements:
 - a. Project Management
 - b. Fit/Gap Analysis
 - c. City environment created on a hosted solution
 - d. System Configuration
 - e. Data Conversion
 - f. Software Interfaces
 - g. Reporting & Data Analytics
 - h. Testing and Quality Assurance
 - i. Training
 - j. Documentation
 - k. Deployment and post-production support
 - l. On-going support and maintenance

Project Management

1. Work jointly with the City to manage the overall implementation effort, including

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activities conducted by sub-contractors and City personnel.

2. Provide a Project Manager as the single point-of-contact between the project team (including outside resources) and the project governance.
3. Project manager duties shall include, at a minimum:
 - a. Project supervision
 - b. Work program administration and coordination activities
 - c. Project time and expense management
 - d. Project status reporting
 - e. Change management
 - f. Quality management
 - g. Risk management
4. Follow the City’s internal methods and standard format of the deliverables for project planning, documentation, and change control where possible and appropriate.
5. Provide a weekly written project status report to the City Project Manager, with formal monthly status reports to be conducted with City management; and
6. Project governance is essential to establishing a decision making and communications model for the project. Executive stakeholders will be identified by all parties and regular status meetings (in-person or virtual) will be scheduled to review the project health, risks to timeline/budget, and issues that may block forward progress.

Fit/Gap Analysis

City intends to minimize modifications where possible. Extensive modification decisions will be deferred until the project team is comfortable there are no other options. Contractor shall:

1. Work with the City to conduct the Fit/Gap analysis to clearly define the actual system workflow and unique business requirements.
2. City staff will review the standard reports with the Contractor. Any enhancements or custom reports will be mutually agreed upon during the Fit/Gap analysis.
3. Provide a final mutually agreed upon document that guides the project team(s) through the project.

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City Environment Created on Hosted Solution

1. Contractor will create an instance of the application on their hosted platform for City use.

System Configuration

1. Be responsible for configuring system for operation and access by the project team.
2. Assist with the set-up and configuration of the system to accommodate the City’s specific environment.
3. Resolve issues as they arise.

Data Conversion

The Contractor shall be responsible for providing data conversion services. The Contractor will follow a structured approach to data conversion, as described in the following paragraphs.

1. Contractor shall work with the City in the early stages of the project to jointly review all data conversion requirements, risks, and risk mitigation strategies. This effort will lead to a comprehensive Data Conversion Plan that outlines the related methodologies, schedule, and resources.
2. Contractor and the City will work together to map legacy data fields to corresponding fields in the OARS. During the mapping process, detailed discussions will occur between the City and Contractor to resolve issues and questions regarding field mapping.
3. Contractor shall be responsible for creating scripts based on the data mapping.
4. Contractor shall revise the data conversion scripts, as required, to address the confirmed issues. These steps will be repeated multiple times throughout the data conversion process, until all parties agree the legacy system conversion is complete and accurate.
5. For purposes of determining level of effort for data conversion, Contractor should assume the City wishes to migrate, at a minimum, the data from 65 Access Databases listed below:
 - a. Twelve (12) databases are used by the three (3) water plants to maintain water quality and compliance needs
 - b. Twelve (12) databases are used by two (2) wastewater plants water quality and compliance information on used water



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- c. Twenty (20) databases are used for water quality reporting
- d. One (1) database is used to track conservation data
- e. One (1) database is used to track all environmental training data
- f. Three (3) databases are used for meter readings
- g. Six (6) databases are used by Public Service Reps to track work log assignments
- h. Seven (7) databases used for tracking inventory
- i. Two (2) databases are used to track storm water and collections data
- j. Six (6) databases are used for water usage and production data

System Interfaces

- 1. For purposes of determining level of effort for interfaces, Contractor should assume the City wishes to allow the transfer of data as indicated in the Software Review Checklist 4.0 System Interface.
- 2. The system should include a full featured REST API for real-time integrations with third-party applications.

Reporting & Data Analytics

- 1. Contractor shall provide reports, dashboards, and data analytics.
- 2. Contractor shall provide the current 80 reports generated for all water groups; sample reports have been provided as appendix

Testing and Quality Assurance

The Contractor's testing process shall accomplish the following:

- 1. Assure the quality of the product.
- 2. Assure the system meets the full requirements of the City's user community.
- 3. Assure high quality of all deliverables.
- 4. Design, assemble and execute complete testing practices for the project.
- 5. Confirm the full functional capabilities of the final product in the City's test environment.



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6. Confirm stability and performance (response time, etc.) of the final product.
7. Confirm deliverables meet the City's expectations and requirements.

Significant tasks include:

- a. **Planning:** Contractor will work with City to develop an Acceptance Test Plan to verify the configured system meeting the stated functional requirements. This Plan will include user test scripts covering the various OARS functions.
- b. **Issue Tracking:** Contractor will collaborate with City to maintain a log of issues, configuration problems, and software malfunctions identified during testing.
- c. **Issue Resolution:** Contractor will work collaboratively to resolve issues to City's satisfaction
- d. **Acceptance Testing:** City will perform acceptance testing to ensure acceptance criteria items have been addressed and OARS is ready for go-live.

Training Plan


Provide a Training Plan using a Train-the-Trainer approach that incorporates at a minimum, the following two items:

1. Provide training for City staff to understand system capabilities. It is the City's desire to utilize Subject Matter Experts (SMEs) for specific modules of this system while several persons may attend ALL training provided for all systems.
2. The Contractor shall assist City staff in creating a web and/or classroom-based training program. The Contractor will attend two (2) City conducted training sessions to assist City staff with questions that may arise.

Documentation

The Contractor shall provide the following types of system documentation, or proposed alternative, upon completion of project. The Contractor may elaborate on any of this information for clarification.

1. **End User Documentation:** City staff will work in conjunction with the Contractor to develop end user documentation.
2. **Error Process Documentation:** Identifies error conditions and how to correct them.
3. **Security Documentation:** Describes the process to set-up and maintain security for OARS.

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4. Setup/Maintenance Documentation: Describes the process to set up, maintain, and change the application features.

Deployment and Post-Production Support

The Contractor shall provide a mutually agreeable go-live schedule. Significant tasks include:

1. Provide a detailed Go-Live plan to include at a minimum:
 - a. Readiness checklist and resource assignments
 - b. Data conversion plan
 - c. Communication plan
 - d. Clearly defined go/no-go decision points
 - e. Contingency plan if the Go-Live fails.
2. Staging the OARS Production environment.
3. Work with City staff to deploy the system according to the City's change management process and validate the system performs in accordance with the stated objectives and meets the functional and quality objectives of the City.
4. Provide a stabilization plan that details the Contractor's commitments to stabilization and the transition to full support by City staff.
5. Contractor will provide/submit SOCII Report yearly.

System Warranty, Maintenance & Support

Provide citywide support, delivery, installation, and maintenance of the system resulting from this RFP. Ensure that the primary point of a contact for all calls concerning the system is the selected vendors help desk. The maximum acceptable downtime should not exceed the time agreed upon in the service level agreement (SLA) after the award of this contract.

The following procedure should be followed for all problems being reported concerning the system:

1. Provide online/telephone system support to the Water Services offices beginning at 8:00 am through 5:00 pm PST seven days a week.
2. The Water Services will contact the vendor and a telephone response should be provided within two (2) hours.
3. A qualified technician should respond via phone to address all calls in accordance with the importance and criticality of the question being asked and/or the problem being reported. The vendor should provide on-site technical support for problems that cannot be resolved via telephone or remote access.




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4. No issues should remain unresolved for more than four hours.
5. Issues that are not resolved should be directed to the vendor’s contract administrator for immediate resolution.
6. Each request for service should be assigned a tracking number and include specific information related to the call. The successful vendor should provide a weekly log of trouble calls and the status of the resolution of each issue.
7. Provide Water Services with a reporting mechanism to track the status of all open service calls. Calls should not be closed until the Water Services approves the resolution of the call.
8. City requires at least one (1) year of maintenance for the system after all implementation has finished and system is fully operational in Production.
9. Annual renewal must not start before the Production Go-Live of the system.
10. After the initial implementation the City will require one two (2), one (1) year maintenance renewal option.
11. During the life of the contract the vendor will be required to provide software upgrades and services necessary to keep the system operational.

Backup & Disaster Recovery Services

1. Providing backup and disaster recovery components for the proposed solution. Extreme measures should include but are not limited to a backup server that is a mirror image of the primary server. The backup server should ensure that no information is lost and that the proposed solution can restart in-progress processes.
2. Provide for daily, operational backup of the proposed system.
3. In the event of a disaster, ensure that the Water Services business operations are not suspended for more than twenty-four hours.
4. In the event of a power outage and/or network disruption, provide capabilities of recovering data from processes that are in-progress.
5. Provide recovery mechanisms, including, but not limited to fail-over capabilities, and time to recovery of system.
6. Provide an interface for mobile devices including but not limited to Smartphone’s, iPads, Laptops, and Tablets

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Oral Presentations/Demonstration

WSD requires oral presentations/demonstration of all Vendors shortlist/qualified after initial review of the submitted RFP Response. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information. A description of the materials and information to be presented is provided below:

1. All vendors shall conduct a step-by-step demonstration for business processes like those outlined in the RFP. The mandatory vendor demonstration shall be held in Glendale, AZ or through a virtual presentation. Each vendor will be provided a consistent time to demonstrate the functionality of the proposed solution and how it will accommodate Water Services requirements. The vendor shall be required to conduct a functional (actual live system) demonstration of the system components. The vendor will be contacted during the evaluation process to schedule the on-site demonstration. Failure to appear for the demonstration session shall result in automatic disqualification.
2. The vendor should also provide a brief presentation with description of similar projects successfully completed which should entail what the project goals and objectives were and how they were met, the timeframe for development, and the vendor's opinion of the success of the project.

EXHIBIT C
Operations, Analytic and Reporting System (OARS)
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation will be as specified in RFP 22-20.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$241,500

DETAILED PROJECT COMPENSATION

Services Cost	\$75,000
Training Cost	\$9,000
*100 Hours at the hourly rate.	\$12,500
Annual Maintenance & License Cost (Year 1 – 5)	\$145,000
Grand Totals	\$241,500
*Hourly Rate for PM/Programming / Modifications/Others	\$125

Payment Terms. Fees for Professional Services shall be fixed and due pursuant to the following milestone Table:

LINE NO.	MILESTONE	DELIVERABLE
20%	Initiation	Completion of initial Kickoff meeting
20%	Planning	Delivery and sign off of the Implementation Plan Schedule
20%	Configuration	Delivery and sign off of Configuration Acceptance document that all necessary configuration and testing has been completed
20%	Training	Delivery and sign off of detailed Training Materials in electronic printable format
20%	Go-Live	Delivery and sign-off of Go-Live Acceptance document which includes an issues log and resolution plan

APPENDIX A

Operations, Analytic and Reporting System (OARS)

SOFTWARE LICENSE TERMS

1. Grant of License.

1.1 NJBSoft hereby grants to Customer a nonexclusive, personal right to use the Software and Documentation (collectively, the Software and the Documentation are the “**Product**”) in electronic format retrieved over the Internet from NJBSoft's website with a password provided by NJBSoft or in a physical format as described herein. Customer's license is subject to the terms and conditions of this Agreement.

1.2 Customer shall only use the Product for its internal business purposes and subject to the restrictions described herein. Customer may make copies of and modify the Documentation for its internal business purposes, but not for resale.

1.3 If Customer retrieves the Product through downloading from NJBSoft's website, Customer may make a copy of the Product for storage on and use from a hard drive, diskettes or other electronic media.

2. Restrictions. Except as specifically permitted herein, Customer may not: network, rent, loan, sub-license or lease the Product to others; or reverse engineer, reverse translate, decompile, disassemble or in any manner decode the Product, except as otherwise permitted by law. Customer further agrees not to post or transmit any file or email which contains viruses, worms, Trojan horses or any other damaging or destructive elements. Customer may assign its rights under this Agreement on a permanent basis provided the assignee agrees to the terms of this Agreement.

3. Reserved.

4. Termination. The provisions of Sections 2, 5, 7, 9, 11 and 14 of this Appendix A shall survive termination of this Agreement.

5. Updates; No Extension of Capabilities. NJBSoft will provide Customer with updates to the Product. Customer may develop its own applications that inter-operate or integrate with the Software. NJBSoft prices its Software, among other factors, based on capabilities that NJBSoft exposes to Customer. Customer may not extend the Software to enable or unlock capabilities of the Software not specifically identified by NJBSoft as forming part of the specified end-user functionality.

6. Utilization of Data. Customer agrees that NJBSoft is permitted to access and use the statistical information generated and stored by the Software for the purposes of analyzing and compiling industry information and trends, provided that NJBSoft maintains the confidentiality of the source of such information and does not disclose its identity in any reports or analysis distributed to third parties and such use does not unreasonably interrupt its use of the Software.

7. Warranties.

Customer warrants that all individuals having access to the Product will observe and perform all the terms and conditions of this Agreement. Customer shall, at its own expense, promptly enforce the restrictions in this Agreement against any person who gains access to the Product in violation of the terms of the Agreement. Customer shall immediately notify NJBSoft in writing of any misuse, misappropriation or unauthorized disclosure, display or copying of the Product that may come to its attention.

8. Injunctive Relief. Because of the unique nature of the Product, Customer understands and agrees that NJBSoft will suffer irreparable injury in the event Customer fails to comply with any material term of this Agreement and that monetary damages may be inadequate to compensate NJBSoft for such breach.

Accordingly, Customer agrees that NJBSoft will, in addition to any other remedies available to it at law or in equity, be entitled to injunctive relief, without posting a bond, to enforce the terms of this Agreement.

- 9. Miscellaneous.** Customer shall also pay all taxes and other governmental charges, however characterized (except based on NJBSoft's income), in connection with its licensing of the Product at reasonable times, NJBSoft may inspect Customer's premises and the Equipment to verify that all of the terms and conditions of this Agreement are being observed. This Agreement shall inure to the benefit of NJBSoft and its successors, administrators, heirs and assigns.
- 10. Reserved.**
- 11. Governing Law.** This Agreement shall be governed by the laws of the State of Arizona.
- 12. Disentanglement.** Upon termination or expiration of contract, NJBSoft will cooperate with the Client and any alternate service provider designated by the Client and otherwise promptly take all actions required to assist the Client in effecting a complete Disentanglement. NJBSoft will provide all information and assistance regarding the terminated Services required for Disentanglement, including data conversion, interface specifications, and related professional services. NJBSoft will provide data back to the Client in a standard Microsoft sql backup file at no cost. NJBSoft will provide for the prompt and orderly conclusion of all work, as Client may direct, including completion or partial completion of projects, documentation of all work in progress, and other measures to assure an orderly transition to the Client or its designee. All such activities and services relating to Disentanglement (collectively Disentanglement Services) will otherwise be deemed a part of the Services to be performed by NJBSoft. Disentanglement Services will include developing an orderly transition plan and giving the Client the right to obtain or continue to use any hardware or software, or obtain any third-party contracts, to the extent reasonable. To the extent the Disentanglement Services are a continuation of those Services provided before the termination or expiration of this Agreement, the charges for such Services and the charges for any additional services (hereby also deemed Services hereunder) will be calculated in accordance with the applicable Work Assignment(s). Cost for Disentanglement Services will be based on the fee schedule Exhibit C. Notwithstanding the foregoing, Client will not owe any charges for Disentanglement Services to the extent Customer terminated this agreement pursuant to Section 6-Term and Termination, (6.2 For Cause) or (Section 7, Conflict) NJBSoft will perform the Disentanglement Services for the period specified by Customer, which will be up to eighteen (18) months (the Disentanglement Period). Upon written authorization by the Client, NJBSoft will destroy all Client data, including Client data stored on system backups, temporary files, or other storage media. Once the destruction of data is complete, NJ Soft will send notification to the Client the data has been destroyed and cannot be reproduced.
- 13.** NJBSoft will provide evidence of SOC 2 Compliance annually or upon request of the City. Here's a link that describes SOC 2: <https://www.logicgate.com/blog/the-basics-of-soc-2-compliance/>

APPENDIX B
Operations, Analytic and Reporting System (OARS)
SOFTWARE SUPPORT SERVICES

1. Support Services. Subject to Customer's compliance with the terms of this Appendix B and in consideration of Customer's payment of the Fees, NJBSoft will perform the Support described below in this Section.

a. Telephone Assistance.

- (i) NJBSoft will be available to respond to calls for assistance from the Support Contacts in using the Software and in identifying and providing a workaround for Deficiencies, to the extent possible by telephone communications. Such telephone assistance will be available weekdays from 4:00 a.m. to 7:00 p.m. (Pacific Time) as described herein, excluding the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving Day, and Christmas Day. If Customer desires to make special arrangements for telephone assistance on weekends or holidays for additional Fees, Customer should contact NJBSoft's Customer Service Manager to make such arrangements.
- (ii) Between the hours of 4:00 a.m. and 5:00 a.m. (Pacific Time), NJBSoft will only respond to Customer's Support Contacts' Priority A Situations. Should Customer have a Priority A Situation during such hours, Customer's Support Contacts must call NJBSoft priority service support specialists who will monitor the calls. After Customer's Support Contact leaves a voice mail message for NJBSoft, a NJBSoft customer service consultant will be paged and will promptly return Customer's call.
- (iii) NJBSoft will promptly respond to Customer's Support Contacts' Priority A Situations between the hours of 5:00 a.m. and 7:00 p.m. For non-Priority A Situations, NJBSoft will respond to Customer's Support Contacts' calls for telephone assistance within four working hours of receipt during NJBSoft's normal Support hours of 6:00 a.m. to 6:00 p.m. (Pacific Time), Monday through Friday, excluding the above-referenced holidays. Emergency Support or support for Priority A Situations outside the hours of 4:00 a.m. to 7:00 p.m. (Pacific Time), will be available through designated support specialists.
- (iv) To obtain assistance, Customer must call NJBSoft at (602)-759-1905 or such other number designated by NJBSoft. Customer may also submit support requests to NJBSoft or email support@njbsoft.com or register a ticket through support.njbsoft.com

b. Software Retention. NJBSoft will maintain a copy of Software and documents similar to that used by Customer at a location other than Customer's computer facility, including any programming changes NJBSoft has made to the Customer Software as a result of change requests NJBSoft has agreed to perform.

c. Operating Assistance. NJBSoft will maintain and provide Customer with access to technical assistance and advice in the operation of the Software as set forth in this Section. NJBSoft will use NJBSoft-standard troubleshooting techniques to investigate any Deficiency or other problem submitted by Customer. Should NJBSoft's Customer Service Consultants determine that the Deficiency or other problem is the result of Equipment malfunction, NJBSoft will respond in accordance with NJBSoft's Equipment support

guidelines. NJBSoft's Customer Service Consultants provide the following services to Customer regarding Deficiencies or other problems from the use of the Software:

(i) Troubleshooting Deficiencies or other Problems from the use of the Software where the Software does not appear to be functioning properly, in order to isolate

and use commercially reasonable efforts to correct the Deficiency or other problem;

(ii) Answering questions about Deficiencies or other problems from use of the Software which are not clearly answered in the appropriate manuals;

(iii) Advising Customer on how to configure its Software and Equipment to suit individual requirements; and

(iv) Assisting with the installation of Product Upgrades.

d. Deficiency Resolution. NJBSoft will use commercially reasonable efforts to resolve each Deficiency. However, Customer understands and agrees that some Deficiencies can only be resolved by additional engineering or programming which may be made available in a future Product Upgrade.

e. Product Updates. NJBSoft will provide Customer with its periodically released Product Updates as part of the Support it provides. NJBSoft will also make available its Product Upgrades to Customers who request such Upgrades; NJBSoft makes no guarantee or representation as to the timing that such Support may be provided to Customers.

f. Interface Guarantee. In the event Customer replaces its system to which the Software interfaces, NJBSoft will create a new interface for Customer's new system.

g. Additional Information. NJBSoft will periodically provide information pertaining to current Software development through such means as user meetings, newsletters, special bulletins or industry events.

2. Supplemental Services. NJBSoft will provide Customer with the Supplemental Services described in this Section, subject to Customer's payment of additional Support Fees agreed upon by the parties.

a. Data Conversion. NJBSoft shall have the right to charge Customer at NJBSoft's then prevailing rates applicable to such services for the delivery of any Product Upgrades to the Software that require data conversion or labor, or which Customer requires to be delivered or installed at times other than NJBSoft's normal business hours.

b. Normal Business Hours. Unless otherwise agreed between NJBSoft and Customer in writing, the services described in this Section shall be rendered during NJBSoft's normal business hours of 6:00 a.m. to 6:00 p.m. (Pacific Time), Monday through Friday, excluding designated NJBSoft holidays described above.

3. Other Customer Responsibilities.

- a. Customer agrees to limit use of Support to occasions when the Software fails to function as described in the Documentation, or Customer requires clarification of the Documentation. Customer agrees to furnish descriptions of Deficiencies in the form requested by NJBSoft's Support staff. Customer also agrees to assist NJBSoft's efforts to duplicate the Deficiency.
- b. Customer agrees to provide help at Customer's Deficiency location when telephone diagnostics and Support are performed. This help includes but is not limited to moving cables, rebooting equipment, following verbal instructions to edit files and search directories, read screens, and any other such help as is required by NJBSoft to effectively diagnose and resolve the Deficiency. Customer agrees to provide reasonable access to its Equipment and Software, via telnet or modem, sufficient to allow NJBSoft to perform Software Support. Customer's inability or refusal to provide such help or access releases NJBSoft from any obligation to perform Support at that location, for that service incident.
- c. Customer agrees to follow daily, weekly, and monthly data archiving procedures as outlined in the Documentation. Customer's failure to follow such procedures releases NJBSoft from any obligation to perform Support Services at that location, for that Deficiency.
- d. Customer shall be responsible for referring to any instruction manuals provided to Customer to resolve routine system administration tasks. NJBSoft's Customer Service Consultants will refer Customer to the appropriate manual or recommend additional training to Customer in those instances where Customer requests Support and NJBSoft's Customer Service Consultants determine that Customer's request is more appropriately handled by referring Customer to such sources.

4. Limitations of Support.

- a. **Supported Software Versions.** NJBSoft provides Support for the current version of the Software. Following announcement of a new version of the Software, If Customer decides not to upgrade to the new version, customer agrees that certain features and resolutions may not be available.
- b. **Right to Refuse Requests.** NJBSoft reserves the right to refuse Software Support requests when:
 - (1) Support request procedures or instructions are not followed; or
 - (2) NJBSoft determines that the requested Software Support would seriously degrade Software performance and/or integrity.
- c. **Non-Supported Matters.** NJBSoft will not provide Support for the following:
 - (1) Altered or modified Software;
 - (2) Consulting services, including applications design or recommendation, recovery of lost data, or any Customer purchase recommendations;
 - (3) Deficiencies created by Customer's negligence or fault;
 - (4) Deficiencies resulting from equipment malfunction;
 - (5) Software used on a computer system other than that specified in this Appendix; or
 - (6) Software not licensed by NJBSoft under this Appendix B.

5. Term and Termination.

a. Term. Subject to Customer's payment of any required Support Fees as described above, this Software Support Appendix will become effective on the first day of the period following Go-Live. Upon the Effective Date of this Agreement, the term shall continue for a one-year period and will be renewed for successive one-year renewal terms in accordance with Section 15, unless terminated as provided below. If additional Software packages are licensed to Customer during the course of a year, prorated Support Fees will be added for support of such Software, and the period of Support for any such additional Software packages will extend from the date of receipt of such Software packages, through the last day of the Customer's Renewal Month in the following year. The period upon which the prorated Support Fee is based will extend from the last day of the calendar month in which such additional Software is received through the last day of the next Renewal Month. Thereafter, the annual term of Support for all Software packages of Customer shall be based on the term of Support for Customer's first Software package.

b. Termination.

- (1) NJBSoft shall have the right to terminate the Software Support services immediately with no liability if Customer fails to make any payment due to NJBSoft hereunder within thirty business days following its due date.
- (2) Either party shall be entitled to terminate this Software Support Appendix if one party is in material default of its obligations under this Appendix B and such default remains unremedied for a period of 30 days from the date of receipt of such notice by the non-defaulting party. Such right of termination shall be in addition to all other rights and remedies to which the parties are entitled at law, in equity, or pursuant to this Appendix B.

6. Proprietary Rights and Confidentiality. The Product Updates and Product Upgrades are owned by NJBSoft and are protected by copyright, patent and trade secret laws. Customer will notify vendor who will take all steps necessary to protect NJ Soft's proprietary rights in the Product Updates and Product Upgrades including, but not limited to, the proper display of copyright, trademark, trade secret and other proprietary notices on any copies thereof.