

1 SmartWorks Professional Services Quote

This document defines the work to be performed by the SmartWorks division of N.Harris Computer Corporation (Herein referred to as “Consultant”) for the City of San Marcos (Herein referred to as “Customer”), upon authorization to proceed from Customer. This SOW includes a high level timeline, fees, and other Terms and Conditions specific to the services requested by Customer.

Date: September 8, 2017

Customer: City of San Marcos

Customer Contact: Ernest Cavazos

1.1 Related Documents

This Statement of Work is subject to the terms and conditions as defined in the document referenced below.

1. Software License, Support and Maintenance Agreement between the City of San Marcos and N.Harris Computer Corp. signed April 16, 2003

2 Scope of Engagement

2.1 Description

The scope of this engagement includes the following;

1. Installation, configuration and integration of a new instance of SmartWorks Compass Solution
2. Installation & configuration of the SmartWorks Compass KPI Dashboard

2.2 Integrations

The following integrations are configured as part of the scope of this engagement:

- AMI Connector (Cooper Yukon) Version 6.5
- MultiSpeak Version 3.0/4.1
- CIS Connector (NorthStar) Version 6.4.0

Consultant will provide advice and recommendations based on its experience and best practices. However, we expect that Customer will act as, or provide a systems integrator who will be responsible for overseeing the entire integration component of this project.

Consultant will make a reasonable attempt to provide sufficient lead time when making requests for assistance from third party vendors. When deemed appropriate by Customer, Consultant will also work directly with third party vendors if direct communication will result in efficient execution of the project.

2.3 Work to be performed

2.3.1 *New Compass MDM instance*

A new Compass MDM server will be implemented at San Marcos. This server will be a new installation of the MDM and existing San Marcos configuration will not be replicated on the new server initially.

As part of the integration, the following tasks will be accomplished:

1. Daily read file Integration with Yukon using CSV files
2. Outage, restoration and other meter event Integration with Yukon using appropriate MultiSpeak methods
3. Remote Connect/Disconnect, Demand Reset, On Demand Read Integration with Yukon for using appropriate MultiSpeak methods
4. Datasync Integration with NorthStar using Simplified DataSync methodology
5. Billing Integration with NorthStar using MV-RS billing file

The base integration will provide San Marcos with a brand new MDM system following the latest implementation methodologies at SmartWorks.

The new Compass MDM server will be named as a development server. Upon conclusion of the Yukon meter implementation, the development server will be deemed the new production MDM server.

The existing production MDM server will be dismantled.

During the course of engagement, any tasks involving the above integrations will be considered in scope. Examples include, but are not limited to change of MultiSpeak methods, change in meter channel lineup, on-going modification of data-sync etc.

When San Marcos reaches an appropriate amount of meters on the new Yukon system where manual tasks are no longer appropriate, user review sessions should be conducted for automated tasks such as Service Order integration (Move in/Move Out, Remote Connect/Disconnect, Demand Reset etc.). Design, implementation and modification of all service order automation related business processes are considered in scope.

It is recommended that at appropriate times through the deployment, user training be conducted. Different users will have different training requirements. Users training will be conducted at an appropriate time during the deployment and will be considered in scope. Training sessions include but are not limited to groups such as CSR, Engineering, metering and billing.

2.3.2 *Installation & configuration of the SmartWorks Compass KPI Dashboard*

Consultant will create any KPI or KPI Dashboards that customer wishes to see over the course of the engagement.

If data sources for generation of KPI is unreachable to SmartWorks Compass, consultants will work with the customer to determine the best approach to bring data into SmartWorks Compass.

During the course of the engagement, any task involving KPI dashboards will be considering in-scope. Examples include, but are not limited to creation of new KPI's, training on development of KPI's or modification to existing KPI's to meet customer needs.

2.4 Assumptions and Constraints

1. All work will be performed remotely primarily.
2. Where appropriate, on-site visits will be arranged with mutual agreement.
3. Upon written agreement, San Marcos will be responsible for all consultant expenses incurred during travel including flights, hotels, meals, car rentals and cabs.
4. Customer agrees to facilitate any required Customer Corporate logistics for the fulfillment of this agreement.
5. Third Party Vendors Solutions are able to provide information required by the SmartWorks Compass Solution as well as accept information provided by the SmartWorks Compass Solution.
6. All third-party software and hardware products are assumed to perform correctly in the Customer environment, in accordance with the appropriate third-party vendor's specifications.
7. All documentation provided by Customer shall be up-to-date and accurate or if that is not the case, advise Consultant as such.
8. All hardware, software, and network components supplied by Customer are working properly and are free of defects and will meet minimum hardware standards provided during the engagement.
9. To minimize project costs, the majority of project work will be performed at one of the Consultant's locations except for project activities where face-to-face is deemed more effective. Customer will upon written agreement, incur all related travel expenses.
10. Customer will provide the appropriate remote access to its network, facilities, and systems as may be required to perform activities from one of Consultant's locations. Consultant shall abide by all rules and directions of Customer when accessing Customer's network, facilities or systems. A Change Order may be created if appropriate remote access to its network is not available, resulting in project delays.
11. Any items not explicitly identified within this document are considered out of scope. Any changes to those responsibilities and/or deliverables will be considered a change in scope for the engagement.
12. Any proposed changes to the engagement scope must be put into written format and be submitted to Consultant during this engagement for review and consideration
13. The price does not include any hosting, or oracle licensing cost and will be additional cost
14. If San Marcos wishes to keep the existing production server at the conclusion of this activity, additional maintenance cost will be added to the annual fees to support the additional server

3 Delivery Approach

1. Work will be scheduled to commence approximately 60 days from receipt of approval.
2. Client will be contacted to inform them of the scheduled date of their work and the estimated timeframe for when they will be required for testing.

3. Approximately 1 week prior to beginning the work, Customer will be contacted by Consultant to confirm that they will be beginning work.

To proceed with this request, we require your written approval. Once received, a Statement of Work (Detailed Requirements) to further clarify requirements may be completed if deemed necessary and will be sent to you for sign off prior to commencement of work. At that time if the scope is determined to be greater than the scope of the original estimate, the estimate will be revised.

Upon acceptance of the Statement of Work, an estimated completion date will be provided. Work will commence approximately 60 days from approval of this quote. Should additional time be required to complete this project at any time, you will be notified and asked for your approval in advance of Harris Utilities SmartWorks completing the incremental work.

Once the custom mod is ready for testing, you will be contacted by the SmartWorks Consultant assigned to this quote to walk you through the steps required for testing.

4 Acceptance Criteria

Implementation

The work contained within this document is deemed completed and accepted if one of the following criteria is met:

- The Solution is moved to the Live (production) environment, upon approval from Customer, and is functioning as defined in section 2.1 and 2.2 of this document. The Solution will first be tested in Customer's test environment.
- 30 days has elapsed from delivery of the modification in Customer's environment during which Customer does not communicate any issues with the Solution.
- 30 days has elapsed from delivery of the modification in Customer's environment, Customer has not provided approval of Solution in Test or Live environment, yet Customer has not requested Extension to Acceptance period (i.e. Customer becomes unresponsive during Acceptance Period).

Please note, issues requiring support following acceptance of this work should be logged through the Consultant Support Desk, and will be addressed under the Support and Maintenance Agreement.

Please refer to section 6.3.1. to review conditions of Customer Acceptance Period and Extensions to such period.

5 Termination

Customer has the right to terminate the work described in this document without cause, at any time, with 10-day written notice to the other party, subject to the obligations identified below.

Customer Obligation

Complete payment for services performed and expenses incurred prior to termination including:

- \$49,999.99 or remainder of the term (whichever is lower);
- Any approved Travel and Living costs for travel requested through this project

Consultant Obligations

Refund to Customer any fees that have been paid but not earned under this quote through the termination date.

6 Pricing

6.1 Fees

There are no upfront installation charges.

Monthly On-Going charge: \$4,800

Contract Term: 3 Years.

Extension Term: 60 days prior to expiration, San Marco's can provide notice to extend the contract by an additional year at the monthly rate listed above.

Pricing does not include any hosting or Oracle licensing costs.

At the conclusion of the project, an annual maintenance charge of \$8000 will be added to support KPI dashboard and all associated development in an on-going manner.

Council Approval

Both parties understand and acknowledge that Fees under this agreement cannot exceed, in aggregate, \$50,000.00 without approval from the City Council.

Taxes

Fees exclude any applicable taxes.

Validity

The price estimate is valid for a period of 30 days from the quote submission date (as identified in Section 1 of this document). Customer may request this date to be extended.

6.2 Payment Schedule

Customer will be invoiced monthly. Invoices are payable on a net 30-day basis.

6.3 Payment Method

Customer will be invoiced monthly.

Invoices are payable on a net 30-day basis.

7 Acceptance and Signoff

A signature below will serve as authorization to proceed with the work defined in this document.

Please sign and return this document to Nikhil Bhatia:

- nbhatia@harriscomputer.com

Approval to Proceed with a Recurring Monthly Payment Method with starting month as _____ and starting year as _____

Please provide both an authorized signature for sign off on this quote and a technical contact where we should be directing Technical Issues.

Print Name (Authorized signature)	Signature	Date
Ernest Cavazos	ecavazos@sanmarcostx.gov	512 393-8384
Caleb Ramos	cramos@sanmarcostx.gov	512 393-8319
Name (Technical Contact)	e-mail	Phone Number

N. Harris Computer Corporation

The Harris Utilities SmartWorks manager authorized to sign this quote.

Print Name (Authorized signature)	Signature	Date
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If you have any questions or need further information, please feel free to contact Nikhil Bhatia at nbhatia@harriscomputer.com