AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item:	Consider resolution awarding bid for the Electric Utility Geographic Information System to Milsoft Utility Solutions.
Presenter & Title:	Hal Wright, Superintendent of Electrical Services
Date:	November 27, 2017

Please Check Appropriate Box:

X	Committee of the Whole Meeting			Special Committee of the Whole Meeting
X	City Council Meeting			Special City Council Meeting
	Public Hearing			Other -

Associated Strategic Plan Goal/Objective: Vision 5, Goal F to plan for, fund, and install necessary technology to insure quality operations and citizen services and upgrades within a strategic technology framework.

Estimated Cost: $90,000.00	Budgeted? __X_ Yes ____ No	Other ____ Yes Funding? ____ No

If "Other Funding," please explain how the item will be funded:

Executive Summary:

City of Geneva Electric Division solicited proposals for the integration and deployment of a Geographic Information System. The project will include the integration of the Division's current mapping information and various other data sources into a single product for use across the City of Geneva.

Sealed bids were opened on November 6, 2017. The totals for purchase, integration and deployment are as follows:

Vendor	Price without Hardware
Trimble	98,495.00
ESC Engineering	92,225.00
Milsoft Utility Solutions	**90,000.00**

Staff also considered over all ownership and support costs a period of 5 years. As noted on the bid tabulation Milsoft was also the lowest cost for that time period.

Attachments: *(please list)*

- Resolution 2017-118
- Memo from Superintendent Wright
- Bid Tabulation
- Bid package and acceptance form

Recommendation / Suggested Action: *(how item should be listed on agenda)*

Award bid to Milsoft Utility Solutions for the purchase and integration of a Geographic Information System for the Electric Division in the amount of $90,000.00.

RESOLUTION NO. 2017-118

RESOLUTION AUTHORIZING AWARD OF BID
to Milsoft Utility Solutions for the purchase and integration of a Geographic Information
System for the Electric Division in an amount not to exceed $90,000.00.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GENEVA, KANE COUNTY, ILLINOIS, as follows:

SECTION 1:   That the City Administrator is hereby authorized to award, on behalf of the City of Geneva, the bid to Milsoft Utility Solutions for the purchase and integration of a Geographic Information System for the Electric Division, the form attached hereto.

SECTION 2:   This Resolution shall become effective from and after its passage as in accordance with law.

PASSED by the City Council of the City of Geneva, Kane County, Illinois, this 4th day of December, 2017

AYES: __   NAYS: __   ABSENT: __   ABSTAINING: __   HOLDING OFFICE: __

Approved by me this 4th day of December, 2017.

_____
                                    City Administrator

ATTEST:

_____
              City Clerk

PUBLIC WORKS DEPARTMENT
MEMORANDUM

November 21, 2017

Memo To: Mayor Burns and the Committee of the Whole

From: Hal Wright, Superintendent of Electrical Services

Re: Recommendation to award the Electric Utility Geographic
Information System to Milsoft Utility Solutions.

Currently, the Electric Division uses paper printed maps for daily operations, planning, and outage restoration. These maps are supported by the Public Works Engineering GIS division. Our paper map books are updated every 6 months. Electric Division staff is asking more of the current mapping system than it can provide in the areas of engineering analysis, work and outage management, mobile solutions, system planning and real time operations.

The Electric Division has budgeted for a 3 year implementation to achieve the desired capabilities. This is the first year and the product we are recommending will add intelligence to the maps for circuit connectivity, the ability to determine where circuits start and stop based on device state, mobile electronic support for system maps, and integration with other existing data platforms.

Geneva asked for proposals to integrate with other information systems utilized by the city.   These include the Electric Utility SCADA system, the GIS department's ESRI system and the Finance Division's Customer Information System (New World). Future capabilities for an Outage Management System and Energy Analysis were also included in the specifications.

A Request for Proposal was posted and the following 3 companies responded:

Vendor	Price with Integration	Price without Hardware	Price including 1st year support
Trimble	$98,495.00	$98,495.00	$121,394
ESC Engineering	$97,225.00	$92,225.00	$97,225.00
Milsoft Utility Solutions	$90,000.00	$90,000.00	$95,000.00

An option was included in the RFP for Hardware (network servers) to be provided by the bidder. Only one bidder quoted the option, ESC Engineering. Therefore, the bids were evaluated without the hardware option.

Staff also considered total ownership costs over 5 years. In addition to the initial purchase costs, this would include such items as continued licensing and support costs.

Total ownership costs over 5 years
Trimble $137,005.00
ESC Engineering $235,889.00
Milsoft Utility Solutions $124,000.00

Once deployed, the system will allow the Electric Division to begin moving away from older paper maps and towards electronic and mobile solutions.

Staff Recommendations:

Based on the above requirements, it is staff's recommendation to award the bid to Milsoft Utility Solutions for the purchase, integration and deployment of a GIS system for an amount not to exceed $90,000.00.

Cc: Stephanie Dawkins, City Administrator
        Rich Babica, Director of Public Works
        Aaron Holton, Manager of Electric Operations
        Jennifer Hilkemann, Manager of Distribution Construction & Maintenance
        Kirk Landberg, Purchasing & Inventory Coordinator

City of Geneva GIS Bid Tab			
	ESC Engineering	Trimble	MilSoft
Software	28,225.00	26,245.00	30,000.00
Hardware	5,000.00		
Training			
Vendor	8,000.00		
On-site		6,000.00	15,000.00
Remote			
Deployment		28,000.00	45,000.00
Testing	21,000.00		
On-site	15,000.00		
Options			
Integration	20,000.00	38,250.00	included in deployment
Total Price 1st year	97,225.00	121,394.00	95,000.00
Support Quote			
1st year	Included	22,899.00	5,000.00
There after	9,945.00	22,899.00	6,000.00
Total Support 5 years	39,780.00	114,495.00	29,000.00
Total ownership cost 5 years	137,005.00	235,889.00	124,000.00
Warranty	None	Limited	60 days from installation
Integration			
ACS SCADA	Multispeak	Multispeak	Multispeak
New World	File export	Custom Interface	Yes
ESRI	Native	NIS2ESRI	Native
Microsoft SQL	Yes	Yes	Yes
Itron	Yes	Multispeak	Yes
Fleetmatic(AVL)	possible		Yes*
Quoted Specs met	Yes	Yes	Yes*
Certificate of Compliance		Yes	Yes
Notes	Testing and integration includes Development (6,000), system deployment (10,000) and travel expenses (5,000). Support quote includes software license and maintenance fee for 5 seats 1st year support included in software purchase price Options: CIS Integration, AMI meter data integtration and Network adapter for future applications	Fiber optics and water system mapping option Integration includes CIS, Itron and SCADA	Deployment costs include data conversion and on site
			*MilSoft GIS does not support AVL integration but does support the function in OMS

MILSOFT
Utility Solutions

4400 Buffalo Gap Road • Suite 5150 • Abilene, TX 79606
www.milsoft.com • info@milsoft.com • 800.344.5647

City of Geneva
Electric Department

RFP for
Electric Utility Geographic Information System

MILSOFT
Utility Solutions

October 30, 2017

City of Geneva Electric Department
Attn: City Administrator
22 South First Street
Geneva, IL 60134

RE: RFP for Electric Utility Geographic Information System (GIS) – Milsoft Response

We are pleased to submit Milsoft's response and proposal for the City of Geneva Electric Department RFP referenced above.

Milsoft has reviewed and understands the specifications for this project, and we believe that our WindMilMap® GIS solution will meet the requirements for the City of Geneva Electric Department.

Milsoft is a proven utility engineering and operations software solution provider with over 25 years of experience and more than 1,200 total software systems now in daily use by our utility customers across the United States. Over 210 electric utilities rely on the power and value of the Milsoft WindMilMap GIS solution. Our business philosophy sets customer support as our top priority. When our customers need us the most, we're there when they call, with unlimited remote user and technical support.

For the purposes of this RFP response, the primary and secondary Milsoft contacts will be as follows:

David Pittman, Region Account Manager
Office (325) 695-1642, Fax (325) 690-0338
david.pittman@milsoft.com

Randy Carlson, Director of Operations
Office (325) 695-1642, Fax (325) 690-0338
randy.carlson@milsoft.com

Milsoft appreciates the opportunity to submit this response, and we look forward to your favorable review. We hope to have the pleasure of presenting demonstrations of the power and value available from our WindMilMap GIS solution, and to further explore how we may serve City of Geneva Electric Department and this important project.

Sincerely,

Adam Turner
CEO, Business Operations

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City of Geneva Electric Department
RFP for
Geographic Information System

<u>Milsoft Profile</u>

Company Headquarters	**Contacts**
Milsoft Utility Solutions, Inc.	Region Account Manager – **David Pittman**
4400 Buffalo Gap Road, Suite 5150	Telephone: (325) 695-1642
Abilene, Texas	Email: david.pittman@milsoft.com
Telephone: (325) 695-1642	
Toll Free : (800) 344-5647	Director of Operations – **Randy Carlson**
Fax : (325) 690-0338	Telephone: (325) 695-1642
www.milsoft.com	Email: randy.carlson@milsoft.com

<u>Company Background</u>:

Milsoft Utility Solutions, Inc. is an industry leading provider of engineering and operations software solutions designed specifically for electric utilities. A privately held company incorporated in 1989 with offices in Abilene, Texas and Pensacola, Florida, Milsoft's core business is engineering and operations (E&O) software development, deployment, interactive voice response communications, and the ongoing support of our customers. Because Milsoft caters primarily to electric utilities, our solutions meet the unique needs of this industry segment in ways that no competing product can.

Milsoft provides the following software solutions:

- *WindMilMap GIS*
- *DisSPatch® Outage Management System*
- *Milsoft Interactive Voice Response System*
- *Milsoft Field Engineering*
- *WindMil® Engineering Analysis*

Milsoft has a present customer base in excess of 1,000 electric utilities, universities, consulting engineers and military installations, including:

- *210+ WindMilMap GIS systems*
- *220+ DisSPatch Outage Management Systems*
- *275+ Interactive Voice Response systems*
- *50+ Call Center and Hosted IVR services deployments*
- *30+ Milsoft Field Engineering staking and design solutions*
- *900+ WindMil Engineering Analysis*

Our staff of over 100 dedicated employees ensures that our customers receive the best products and support services available in our markets, which is reflected in our virtually zero annual customer churn rate.

City of Geneva Electric Department
RFP for
Geographic Information System

Milsoft Utility Solutions - Executive Summary

Milsoft is pleased to present our response to the City of Geneva Electric Department Request for Proposals for Geographic Information System solutions.

Milsoft has served the electric utility industry at large for over 26 years. Selecting Milsoft ensures a true vendor partner, with a best-of-breed reputation (over 1200 utilities in service) and most importantly, a partner that will bring best business practices in deploying solution(s) that create an amazing customer experience. Milsoft also has a long and established successful deployment and integration track record with our business partners and customers. Selecting Milsoft as your OMS solution provider represents a known quantity and a success based strategy.

Our proposal & solutions will meet the current needs of the City of Geneva Electric Department electric distribution system, and going forward into the future. Milsoft is a "right fit / right choice" and we stand ready to serve as a member of your technology solutions team.

SUMMARY: Milsoft understands the utility business, has deep experience and is a proven entity. We will provide the highest levels of customer experience in all aspects of this important project. We will deploy on schedule and within budget, and we will bring our very best business practices to City of Geneva Electric Department.

To meet the requirements of this RFP, Milsoft proposes to provide the following products and services:

- ➢ **WindMilMap GIS**
- ➢ **Data Conversion Services**
- ➢ **Integration Services**
- ➢ **Installation and Training Services**

Upon selection, Milsoft will work closely with the City of Geneva Electric Department designated project team to establish and solidify the critical project milestones and work processes that will ensure achievable goals and timely deployment.

Facilitated by a dedicated Project Management staff, Milsoft will take the lead in providing a solid GIS installation, achieve required integrations, provide training for the City of Geneva Electric Department designated staff, and deploy the proposed solution on time and on-budget. Our only goal is ensuring your total satisfaction.

CITY OF GENEVA ELECTRIC DEPARTMENT
1800 SOUTH STREET
GENEVA, IL 60134

SPECIFICATIONS AND CONTRACT DOCUMENTS

ELECTRIC UTILITY GEOGRAPHIC INFORMATION SYSTEM

Bid Opening: 10:00 A.M. MONDAY, NOVEMBER 6, 2017

Bid Deposit: NOT REQUIRED

Performance Bond: NOT REQUIRED

Specifications: Attached

Return Bids To: City Administrator
City of Geneva 22
South First Street
Geneva, IL 60134

Please Mark the Return Envelope and specify the:

1. Bid Opening Date & Time
2. Title of Job

For Additional Information regarding bid, contact:

Aaron Holton
Manager of Electric Operations
City of Geneva Electric Department
1800 South Street
Geneva, IL 60134
630-232-1503

Please submit entire document in duplicate intact.

Thursday, October 12, 2017

<div align="center">NOTICE – Read and understood</div>

DUPLICATE sealed BIDS submitted in a sealed envelope with the words "Proposal Electric Utility Geographic Information Systems" marked on it, will be received by the City of   Geneva , Illinois, until 10:00 A.M, , Monday, November 6, 2017, at the Office of the Administrator, City of Geneva, 22 South First Street, Geneva, Illinois, 60134.

This work shall be done in accordance with the specifications of the City of Geneva.

Contractors and Subcontractors shall pay not less than the prevailing Rate of Wages as found by the Department of Labor or as are determined by the Court of Appeal , Kane County, to all laborers, workman, and mechanics performing work under the Contract. A signed certification stating the above as well as the fact that the bidder is not barred from bidding as a result of a violation of either Section 33E-3 or 33E-4 of Chapter 720, Illinois Compiled Revised Statutes, [720 ILCS 5/33E-3 and 5/33E4 (2009)].

The City reserves the right to defer acceptance of any proposal for a period not to exceed (60) days after the date bids are received.

The City of Geneva reserves the right to reject any or all bids and waive technicalities.

Bid packages can be obtained by contacting Aaron Holton, Manager of Electric Operations, City of Geneva, 1800 South Street, Geneva, IL 60134, or by calling 630-232-1503.

To be published in the Kane County Chronicle on the following date:
<div align="center">Thursday, October 12, 2017</div>

Bids shall be submitted to the City Administrator, City of Geneva, 22 South First Street, Geneva, IL 60134. – Read and understood

Bids shall be in sealed envelopes clearly marked as to what the bid pertains to as well as time and date of bid opening. Return address should be on outside of bid envelope. – Read and understood

Bids shall be submitted in DUPLICATE to the City of Geneva. – Read and understood

Bids shall be received on or before the time specified at which time the bids will be publicly opened and read aloud at the office of the City Administrator. Bids received after the specified time and date will be returned to the bidder unopened. – Read and understood

BIDS SHALL BE SUBMITTED ON CITY OF GENEVA BID FORMS INCLUDED IN THE CONTRACT DOCUMENT (BID PACKAGE). – Read and understood

The manufacture or assembly of equipment shall be commenced within ten (10) calendar days after written notice to proceed and shall be completed by April 30, 2017. – Read and understood

The City reserves the right to consider such factors as time of completion or delivery, materials, method of construction, experience, and responsibility of the bidder and similar factors in determining which bid it deems to be in the City's best interest. – Read and understood

The City reserves the right to reject any or all of the bids, to waive informalities or technicalities in any bid and to accept the bid which it deems to be in the best interest of the City of Geneva. – Read and understood

A bid deposit will be required if indicated on the "NOTICE TO BIDDERS" form. Each bid MUST be accompanied by a Bid Bond signed by a surety company authorized to do business in Illinois, or by a cashier's check or certified check in the amount of $1000.00. Any bid not accompanied by a required bid deposit may be rejected. – Read and understood

All bid deposits (except that of the lowest responsible bidder) will be returned after the lowest responsible bidder is determined by the City Council. The return of the bid deposit to the successful bidder or awardee will be contingent upon that bidder's execution of a written contract with the City. – Read and understood

Any bidder may withdraw his or her bid by letter or telegraphic request or, with proper identification, by personally securing the bid proposal at any time prior to the time fixed for opening of bids and provided that written confirmation of any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for bid opening. Telephonic request to withdraw a bid will not be considered. – Read and understood

The City of Geneva is exempt from the Illinois Retailers Sales and Occupation Tax. An exemption certification will be furnished upon request. – Read and understood

Delivery of Goods F.O.B. Point- City of Geneva ELECTRIC UTILITY, 1800 South Street, Geneva, IL 60134 may be indicated in City's Purchase Order or Notice to Proceed. Should any goods be damaged during shipment, bidder shall repair or replace and damaged equipment or materials. Bidder shall negotiate on the City's behalf, at no cost to the City, with the carrier or other persons as required, to obtain compensation for such repair or replacement. – Read and understood

The City shall be notified 24 hours prior to any shipment of materials or equipment. Please call Kirk Langberg at (630) 232-1503 during the hours of 7:00 AM to 3:00 P.M. – Read and understood

All deliveries are to be made during City of Geneva Electric Utility business hours of 7:00 AM to 11:30 A.M. and 12:30 P.M. to 3:00 P.M. – Read and understood

Each bidder shall submit a lump sum price for material or equipment covered by the specifications, together with any prices for alternate materials or equipment or other prices or data listed in the Form of Proposal or as specified. – Read and understood

ESCALATION CLAUSES ARE NOT ACCEPTABLE. – Read and understood

The bidder may at his option, base quotes on furnishing substitutions that are equivalent of any item described, named, or specified, provided the selection meets the quality and are direct equals to the item specified. Burden of proof that proposed substitutions are equivalent, rests with the bidder. – Read and understood

Submit separate prices, alternate prices, or adjusted prices for materials or equipment as requested in the Form of Proposal. Bidders may in addition, submit prices for a combination of these separately priced schedules. If submitting combination quotes, bidders must submit separate schedule bids. Each schedule will be independent and subject to acceptance or rejection without alteration or qualification. – Read and understood

The City may award Purchase Order on basis of separate quotes or combination bids. – Read and understood

Prepare bids in duplicate on Form of Proposal included herewith, one copy submitted to the City, one copy to be retained by the bidder. – Read and understood

A legally authorized representative of bidder shall sign the bid. – Read and understood

Submit manufacturer's specifications and descriptive data on proposed materials. – Read and understood

All laborers, workers, mechanics, etc., employed in any public work under this contract shall be paid in accordance with the Prevailing Wage Rates approved by the City of Geneva, Kane County, as attached to the project specifications. – Read and understood

A statement certifying that the bidder is not barred from bidding on the Project Specifications as a result of a violation of either Section 33E-3 or 33E-4 of Chapter 720, Illinois Compiled Statutes [720 ILCS 5/33E-3 and 5/33E-4 (2009)]. The certificate form is attached to the Project Specifications. – Read and understood

Bidders must supply a self-addressed, stamped envelope for bid results. – Read and understood

Absolutely no results will be given out over the telephone. – Read and understood

Questions regarding this Legal Notice, Instructions to Bidders, and Specifications should be directed to Aaron Holton, Manager of Electric Operations, Geneva Electric Utility at (630) 232-1503. – Read and understood

USE FORM OF PROPOSAL INCLUDED HEREIN

CERTIFICATION OF COMPLIANCE

The undersigned hereby certifies as follows:

1. That he has the authority and consent to make this certification on behalf of the bidder,

    Milsoft Utility Solutions, Inc.
    (Name of Company)

2. That he has knowledge of the City of Geneva Codes pertaining to the disqualification of certain bidders.

3. That he knows that the bidder listed above is not disqualified from bidding under the aforementioned sections.

4. That he has knowledge of the City of Geneva ordinances relating to Fair Employment Practices and knows and understands the contents thereof; he certifies hereby that it is the policy of the bidder to recruit, hire, train, upgrade, promote, and discipline its employees without regard to race, creed, color, religion, age, sex, or physical or mental impairment.

5. That said bidder is not barred from bidding on the aforementioned contract as a result of a violation of Sections 33E-3 or 33E-4 of Chapter 720, Illinois Compiled Statutes, [720 ILCS 5/33E-3 and 33E-4 (2009)].

6. That pursuant to Chapter 65, Section 11-42.1-1 [65ILCS 5/11-42.1-1] of the Illinois Revised Statutes, the bidder is not delinquent in the payment of any taxes administered by the Department of Revenue.

7. That the contractor (either as an individual or company agrees to provide a drug free workplace as provided for by the "30 ILCS 580/1 et. seq."

8. That all work under this contract shall comply with the Occupational Safety and Health Act (OSHA) of 1975 as amended, and all other Federal, State, or Local statutes, rules, or regulations including all City of Geneva Safety Procedures affecting the work done under the contract.

9. That all work done under this contract shall comply with the Prevailing Wage Rate Act of the State of Illinois [820 ILCS 130/1 et. seq.] County of Kane, Illinois in effect at the time the work is performed.

10. Contractor acknowledges that the Freedom of Information Act, 5 ILCS 140/1 et seq. (the "ACT") places an obligation on the City of Geneva to produce certain records that may

be in possession of the Contractor. Contractor shall comply with the record retention and documentation requirements of the Local Records Retention Act, 50 ILCS 205/1 et seq. and the Act and shall maintain all records relating to this Agreement in compliance with the Local Records Retention Act (complying in all respects as if the Contractor was, in fact, the City). Upon notice from the City, Contractor shall review its records promptly and produce to the City within two business days of said notice from the City the required documents which are responsive to a request under the Act. If additional time is necessary to comply with the request, the Contractor may request the City to extend the time to do so, and the City will, if time and a basis for extension under the Act permits, consider such extensions. In the event Contractor fails to produce the requested records or fails to produce the requested records within the time period required above and the City is assessed a fine, fee or penalty for failure to timely comply with Act do to Contractor's actions, Contractor shall reimburse City for all fines, fee or penalties, including reasonable attorney's fees, paid by the City.

By submission of this bid, I certify that the bid has been arrived at independently and has been submitted without collusion between or among any vendor of materials, supplies, equipment, or services.

Milsoft Utility Solutions, Inc.
_____
Name of Corporation, Partnership, or Proprietor

4400 Buffalo Gap Road
_____
Address

Abilene   TX   79606
_____
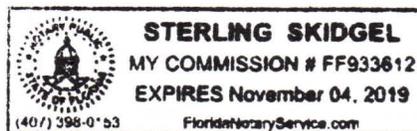City   State   Zip

325-695-1642
_____
Telephone

_____
Authorized Signature/Title —Adam Turner, CEO of Business Operations

SUBSCRIBED AND SWORN to before me
this ___30___ day of __October__ ; 20 _17_ .

__Sterling Skidgel_____ Notary Public

My commission expires:_____

FORM OF PROPOSAL

Name of Bidder   Milsoft Utility Solutions, Inc.

Address of Bidder   4400 Buffalo Gap Road, Suite 5150, Abilene, Texas 79606

Telephone No. of Bidder 325-695-1642

To: City Administrator

City of Geneva
22 South First Street
Geneva, IL 60134

The undersigned bidder, having examined the specifications of the following proposal, hereby proposes to provide the required labor, services, and materials described in this Form of Proposal, the Instruction to Bidders, and Specifications for the sum or sums stated hereinafter:

I.   GEOGRAPHIC INFORMATION SYSTEM (GIS)

FURNISH AND DELIVER: WindMilMap GIS – (5) seats; Database Conversion Services;

and onsite installation, set up and training of designated City of Geneva personnel

AS SPECFIED FOR THE SUM OF: $90,000.00   (DOLLARS) See Milsoft Quote 47215

TO BE DELIVERED ON: To be agreed / defined following award___, 20_____.

Prices contained herein are firm through January12, 2018.

The undersigned bidder states that this proposal is made in conformity with the specifications and agrees that, in the event of any discrepancies between any conditions of this proposal and the specifications prepared by the City of Geneva, the provisions of the latter shall prevail.

The undersigned bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for these services, labor and materials.
Signed by :

BIDDER: Milsoft Utility Solutions, Inc.

BY :   _Adam Turner_ (signature)   - Adam Turner

TITLE : CEO of Business Operations

DATE : OCTOBER 30, 2017

NOTICE : SUBMIT PROPOSALS ON PROPOSAL FORM ONLY

Request for Proposal

Geographic Information Systems

For

City of Geneva Electric Division

October 12, 2017

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Background

City of Geneva Electric Division is seeking to deploy a state of the art Geographic Information System (GIS) application to improve the Electric Division's procedures and to enhance system reliability and efficiency.

City of Geneva Electric Division – Facts and Figures – Read and understood

- Include:
    - Approximately 11,000 meters
    - 9 Distribution substations and 35 feeders
    - 6 square mile service territory, encompassing the entirety of the corporate city limits of the City of Geneva.

Notice

City of Geneva reserves the right to accept or reject any proposal submitted in response to this RFP, and the right to award a contract to the non-lowest bidder. – Read and understood

Proposal Guidelines and Schedule

Questions

Any questions associated with this RFP must be submitted via e-mail to Aaron Holton at aholton@geneva.il.us. – Read and understood

Please note, all questions and responses will be shared with all respondents to this RFP.

Format of Response

Proposals must following the following outline. – Read and understood

Proposal Section Number	Description
1	Response to Section 3 – Company Information
2	Response to Section 4 – Functional Requirements
3	Response to Section 5 – System Infrastructure Requirements
4	Response to Section 6 – System Deployment
5	Response to Section 7 – Resource and Training Requirements
6	Response to Section 8 – Product Information
7	Response to Section 9 – Pricing
8	Response to Section 10 - References

Response packages to this RFP must contain the following:

1. Two (2) printed copies of your organization's proposal.

The proposal package must arrive at the following address on or before 10:00 am November 6, 2017. Proposals received after that time will be returned unopened.

City Administrator
City of Geneva
22 South First Street
Geneva, IL 60134

Schedule – Read and understood

Item	Date
RFP issued to prospective bidders.	12 October 2017
Deadline for submitting written questions.	31 October 2017
Deadline for submitting proposal.	6 November 2017
Oral interviews and on-site product demonstrations (if required).	N/A
Notification of intent to award.	TBD
Initiation of project.	TBD

Additional Information – Read and understood

The evaluation and selection of proposed solutions and any subsequent contract award will be based on the information submitted in the vendor's proposal. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Please note: In order to effectively evaluate each proposed solution vendors are encouraged to present a proposal that is both concise and free of excessive "boiler plate" materials.

1. Company Information

Company Information

Please provide the following information about your company.

1. Legal company name.
   Milsoft Utility Solutions, Inc.

2. Location of headquarters and satellite offices that may be utilized during the project.
   Abilene, Texas and Pensacola, Florida

3. Brief description of company history, in particular in the electrical utility marketplace.
   Milsoft has served the electric utility market since 1989, providing electric engineering and utility management software solutions and interactive voice response systems. Milsoft products are used by over 1,200 utilities across the country, backed by Milsoft's recognized peerless user and technical services and support.

4. Number of employees.
   105

5. Number of employees dedicated to the development and deployment of the products being offered as part of the proposed solution.
   20+

6. Describe any mergers and/or acquisitions that your company has been party to within the last three years.
   None

2 Functional Requirements

Indicate the proposed applications compliance or non-compliance with <u>each</u> requirement, and provide comments.

City of Geneva Electric Department
Geographic Information System Requirements

1.00	GENERAL AND TECHNICAL REQUIREMENTS	Response - Y / N	Description
1.01	Provide a detailed diagram of your proposed solution. All hardware and software components should be identified and points of interface to existing systems identified.	Yes	Please see attached Response Detail Document.
1.02	Specify the minimum and recommended server hardware and software configuration requirements including costs to provide hardware as an option	Yes	Please see attached Response Detail Document.
1.03	Specify the minimum and recommended end user computer configuration for all classes of end user being proposed.	Yes	Please see attached Response Detail Document.
1.04	Provide recommended database schemas for all solutions.	Yes	Milsoft has developed our own database schemas in the Faircom database and uses the MSSQL to store asset data and ancillary data the utility cares to maintain.
1.05	List the Relational Database Management System(s) (RDBMS) certified to run with proposed product(s) and their licensing requirements.	Yes	MSSQL and Faircom
1.06	Describe how the vendor proposes to interface to existing applications. List any middleware or standards to be employed.	Yes	Milsoft has several API's written using MultiSpeak 3.0 and 4.1.6. This is a language written by utility vendors for utility vendors to communicate with a common format all members will know.

1.07	Is the system easily configurable with regards to adding or modifying tabular information, map display text and symbology? Please describe the configuration tools provided.	Yes	WindMilMap allows the user to add or remove data through straight ESRI queries, several .txt file formats Milsoft has created for importing/exporting data, and MSSQL queries for the External Tables. WindMilMap use all standard style renderings from ESRI as well as their labeling engine.
1.08	Can a user manage graphic and tabular data using native SQL tools provided by the RDBMS vendor or is an API provided?	Yes	Both. The Faircom data can only be managed through Milsoft API's, but the External data can be manipulated through MSSQL queries.
1.09	Describe the scalability of the proposed system. As the numbers of users or workload grow, how would the hardware need to be expanded? Is there an impact on software performance?	Yes	Please see attached Response Detail Document.
1.10	How do new version releases of the system affect any user configurations or customizations?	Yes	User configurations and customizations will not be impacted during upgrades. We only upgrade certain .dll's and not the .ini files that store the configurations and customizations.
1.11	Describe your software upgrade delivery schedule with respect to releases in operating system platforms and RDBMS'. What is the typical time lag for your solution after such platform upgrades?	Yes	Please see attached Response Detail Document.
1.12	Provide a copy of your standard Maintenance and Support Agreement(s).	Yes	Please see attached Response Detail Document.
1.13	Describe your process for receiving, evaluating, and implementing requests for enhancements or bug fixes after the system is installed and in use.	Yes	All feature requests and bugs are groomed weekly by our support teams where they are prioritized as to if it will be implemented and when. If we cannot agree, then the feature is taken to Milsoft's Advisory Board for their thoughts before moving forward.
1.14	Identify existing users groups for your solution. Describe these meetings and conferences, their typical attendance, venue and registration costs.	Yes	Please see attached Response Detail Document.

1.15	Provide a detailed description of your training plan and approach for this project. Also list onsite and vendor-provided classroom training schedules and standard costs.	Yes	Please see attached Response Detail Document.
1.16	Describe what is provided for the annual maintenance fees on all software and whether the fees are subject to escalation. If so, is there a percentage increase limit on such?	Yes	All support and upgrades are included in the annual maintenance fees. Fees are subject to change upon written notice at the time of renewal. Annual Maintenance fees are 20% of the retail price of the product.
1.17	Identify the number of U.S. electric company sites that are installed with the proposed software and the estimated number of seats licensed for the proposed system.	Yes	218 individual systems have been installed to date which include Utilities, IOU's, Municipalities, and consulting firms.
1.18	Provide a copy of your standard Software License Agreement.	Yes	Please see attached Response Detail Document.
1.19	Provide complete warranty information on the system. If you use a separate Software Warranty Agreement, include a copy.	Yes	Milsoft warranty consists of 60 days of free product and user support from the date of installation.
1.20	Describe your mechanism for providing remote system support. What software do you use?	Yes	Please see attached Response Detail Document.
1.21	Is the vendor and/or the products being proposed MultiSpeak compliant? If so, what version?	Yes	Version 3.0 and 4.16.
1.23	What programming language(s) was/is used by the vendor to develop the proposed solution? Include a response for each module/application being proposed	Yes	C++ for the interface into ESRI and HTML5 for the web services.
1.24	Describe the software customization tools provided with the system. Are any proprietary languages required? Is an API provided? What development environments are supported?	Yes	Please see attached Response Detail Document.

2.00	GIS AND FACILITIES MANAGEMENT FEATURES AND REQUIREMENTS	Response - Y / N	Description
2.01	GIS solution provides user friendly, intuitive input for view, query and editing of facilities and landbase elements	Yes	Milsoft utilizes all the ESRI tools and propriety Milsoft tools designed for electrical systems.
2.02	All data, geometry, topology, attributes, and metadata are stored in a central, Relational DBMS.	Yes	The electrical data is stored in a Faircom database, while the asset and ancillary data is stored in MSSQL.
2.03	Solution is able to support multiple concurrent viewing and editing users.	Yes	Milsoft allows multiple user environments and passes changes back and forth using a system we developed, called Project Management.
2.04	All graphic and tabular data is managed and updated in a single, corporate, versioned (non-locking) spatial database environment.	Yes	The electrical data is stored in a Faircom database, while the asset and ancillary data is stored in MSSQL. We then take this data and place it into a geodatabase on each client machine. Changes are passed back and forth using Projects.
2.05	The vendor's primary business is developing, delivering and supporting AM/FM/GIS systems or applications specifically for the utility industry. Vendor personnel are experienced in the areas of system development, installation, training and support.	Yes	The WindMilMap GIS support staff are trained in ESRI, are also the onsite trainers, and will be the support staff on the phones when a user calls in.

2.06	Product is user extensible using multiple programming languages (e.g., .NET, VB, C#, SQL, etc).	Yes	Milsoft allows the user to use ESRI commands, or scripts written in the listed languages, as well .LUA.
2.07	The system has the ability to change background color scheme without hampering software tools or visibility of text or symbols (inverting colors if necessary).	Yes	Native ESRI rendering and labeling tools are used.
2.08	The proposed solution(s) can be interfaced to / integrated with the existing systems.	No	Fleetmatics AVL will be the only issue – it interfaces with Milsoft's DisSPatch OMS application but not with the WindMilMap GIS product proposed here.
2.09	The system has a connectivity framework that accurately models a live electrical network with the ability to trace a single phase and report on connected data elements (i.e., conductors and equipment).	Yes	Milsoft designed our own trace tool that traces using the parent / child relationship, and provides a more enhanced trace. This also gives the user the ability to create detailed selection sets with a powerful filter tool.
2.10	The system can export a selection of data with designated format.	Yes	We support several output formats.
2.11	The system has the ability to change/re-project geographic coordinate systems.	Yes	ESRI tools can be to project .mxd, or Milsoft has developed a software tool to convert whole model coordinate systems if needed.
2.12	The system can work natively with or seamlessly import data provided by cities and counties within the service territory.	Yes	WindMilMap will import any file format ESRI supports, and several formats Milsoft has written to import straight into our Faircom database.
2.13	The system is capable of combining GIS and CAD data if necessary; CAD data objects are easily converted to GIS features.	Yes	Standard ESRI tools will be used for importing or adding CAD layers.
2.14	The system allows users to create, modify, and maintain metadata on all layers / feature classes.	Yes	All data can be edited through Milsoft tools or ESRI tool sets. We also have an extensive tool set to make large scale edits to multiple elements.

2.15	The system will allow the user to easily add data fields to the data model (schema) or modify the format or length of existing data fields.	Yes	The electrical data in Faircom is not accessible to the user directly. Only Milsoft tools can access the Faircom database to ensure the model integrity. The external tables stored in MSSQL can be accessed and manipulated if needed.
2.16	The system supports standard raster formats and is able to incorporate various image files, such as MrSID, TIFF, Tiled TIFF, JPEG 2000, etc. as a background layer to the core vector map layers.	Yes	WindMilMap uses standard ESRI input formats for rendering background files.
2.17	The system is "phase-aware" and will allow a user to "swap" phases (i.e., by changing the phase of an upstream device or conductor, all downstream conductors and devices will automatically be changed to the new phase).	Yes	WindMilMap is designed with the engineer in mind, making phasing one of the most important fields to track. We have very stringent rules on phasing and phase roles in the field.
2.18	The system supports scale ranges, whereby the use can designate a range of scales that features are visable (turned on) or not (turned off).	Yes	WindMilMap uses standard ESRI input formats for rendering when using Scale Ranges and definition queries.
2.19	The system has a find tool in which any attribute within a specified layer (feature class) can be easily searched upon by the user, yielding a list of database elements meeting the searched text string. The system must be able to imediately zoom to the desired feature.	Yes	The advanced Lockup dialog will search all elements in the model, as well and consumer data (Name, address, phone, service location. etc.). The ESRI search tool is available if the user is more familiar with it, and wants to continue to use it.
2.20	The system has the ability to search for features using SQL statements and to assist the user to create such statements through the use of a SQL query builder tool.	Yes	The user has two options: 1). External Table viewer, which was designed to query the externals in SQL for a user who knows nothing about SQL 2). The ESRI Selection tool, using VB Scripting.
2.21	The system has the ability to store hyperlinks within a feature object, which will automatically open the appropriate application to view/edit the stored file. (e.g. a Word document, image, or spreadsheet is stored with its database element.	Yes	The user can store Hyperlinks two ways: 1). ESRI Hyperlink tool 2). A path to where the picture is located in the externals. Milsoft has also just received interest in a feature request to add a clickable .jpeg to the attributes of the pole.

2.22	The system provides standard layouts for printing and plotting of map output as well as providing the user the ability to customize the output by placing North arrow, legends, and title blocks.	Yes	WindMilMap GIS capitalizes on ESRI's layout pages, templates, as well as their data driven pages feature which allows users to sort data for map books via specified areas.
2.23	The system is able to trace upstream from any point to its source or downstream from any specified point to the extent of its connection and highlight any trace graphically (visually) as well as include the traced elements in a selection set.	Yes	Milsoft has built our own Trace tool that traces using the parent / child relationship, and provides a more enhanced trace. From here, selection sets can be created, manipulated, or reported based on certain filter sets.
2.24	The system must allow users to check how electricity is flowing through a network of connected features by phase.	Yes	The system allows users the ability to open or close at any point, change feed, and back feed. We also allow the user to operate three phase devices by phase or ganged.
2.25	The system must allow the user to open or close switches or protective devices and the system's connectivity must reflect those changes automatically.	Yes	The system allows users the ability to open or close at any point, change feed, and back feed. When this change is made, the model will then reflect the new flow of power.
2.26	The system must be able to distinguish which circuit a given piece of electrical or fiber equipment belongs to (based on its source).	Yes	Milsoft bases our connectivity on parent / child relationships. This ensures that the parent element's properties are the same as the child element. If the parent changes, then the properties would change to the new parent's properties.
2.27	The system must be able to provide all connectivity logic (e.g., network topology) and provide updates to engineering models and outage management databases. This includes the ability to create a selection set by individual phase as well as entire circuit.	Yes	Milsoft shares changes throughout our suite of products using a system we call Project Management. This allows the connected clients to see changes within 4 seconds. Non Milsoft products will use exports from WindMilMap if needed.
2.28	The system must be able to generate a circuit map locate/select and visually highlight all features associated with a selected circuit including all tie devices.	Yes	Milsoft can accomplish this several different ways; using the trace tool, or the selection tools built into WindMilMap.

2.29	Edits to the database must be made in a user version that will not affect other user's ability to view and edit the data.	Yes	WindMilMap uses Milsoft's Project Management to pass changes back and forth, and to also mitigate user conflicts on posting of the projects.
2.30	When edits are to be posted to the parent version or default database, the application must perform a check to ensure that the features edited in the user version have not been altered by a different user. If features have been edited by other users, the features must be displayed in a conflict resolution dialog box.	Yes	Milsoft Project Management is used to manage all edits to the model, as well as naming conflicts. When it comes to posting, the last person to post will have their edits saved. Projects track the users, and store the edits made to the model for review or historical purposes.
2.31	The user must be able to choose the feature to use to resolve the conflict (the users edits or the edit from a different user).	Yes	Milsoft Project Management is used to manage all edits to the model as well as naming conflicts. When a naming conflict is detected, the user is notified before posting.
2.32	Once all conflicts have been resolved, the user must be able to post their edits into the parent version.	Yes	WindMilMap uses Project management and not ESRI version control. A demo of project management may be the best way to demonstrate its behavior.
2.33	Ability to permit a user to insert a feature into the map and having it automatically place the feature at the user's chosen location in such a way that appropriate connectivity is maintained and established.	Yes	WindMilMap has several tools to accomplish this along with the full set of ESRI tools. Milsoft tools include: edit length and angle, edit x,y location, move relative tools, rotate, and a full suite of snapping features.
2.34	The workflow must allow for an approval process before a version can be posted to the parent or default database.	Yes	Project management gives the utility flexibility to have many users post or only one user post the changes after review. We do discuss with each utility how to set up the workflow.
2.35	Map production must accommodate map insets to be placed within plots so that details of enlarged areas of the map can be shown separately.	Yes	WindMilMap uses ESRI's standard rendering tools to accomplish this.
2.36	The system has the ability to display outage data that have been imported from the outage management system – by Customer and by device.	Yes	ESRI joins or relates can be used to accomplish this or the model can be sent to .sde to use with ArcOnline or Portal.

2.37	The system has the ability to store and make available for view, property record/right-of-way/easement data and to access scanned documents stored in a document management system via hyperlinks.	Yes	WindMilMap will use the native ESRI tools to accomplish this.
2.38	The system has the ability to easily record, modify and report on facilities or other features within political boundaries (by polygons) such as school districts, county and city limits as well as by operational, substation or service center areas.	Yes	WindMilMap has a tool called Polygon Manager that stores polygons, and displays info from the polygon to the user without running scripts. This is one of the most highly used tools we have. This data is also made available for all tools to use.
2.39	The system has the ability to display on the map in real-time or near-real-time, the output of an Automated Vehicle Locating (AVL) system (i.e., the location of individual vehicles).	No	WindMilMap GIS does not provide such functionality at this time. Milsoft has had many users try but none have been successful without the use of ESRI pieces such as .sde and a connection to .sde showing the data.
2.40	The system has the ability to provide optimal routing of vehicles based on shortest distance and/or shortest time and will display results on map and provide step-by-step directions.	Yes	WindMilMap will use the native ESRI tools. There is a routing toolbar to accomplish this.

System Integration Requirements

The following List illustrates the system integration requirements for City of Geneva. – Read and understood

1. Advanced Control System PRISM SCADA

2. Tyler Technologies New World CIS

3. ESRI ArcGIS 10.3.1 or 10.5

    a. ArcGIS Server

    b. ArcGIS Portal

4. Microsoft SQL Server 2012

5. Itron AMR system

6. Fleetmatics AVL

7. OMS (Future)

8. Engineering Analysis (Future

Product Configuration Capabilities

City of Geneva is seeking to reduce both deployment and long term support costs by implementing a solution that is configurable and requires minimal custom code development.   Please describe in detail the following:

1. The extent of functionality that can be tailored to City of Geneva requirements without resorting to the development of customized extensions.
   Other than Fleetmatics AVL, Milsoft does not anticipated issues with any of the other vendors you have listed. Note that Milsoft will be moving to deprecate support for Microsoft 2012 and going to MSSQL 2014 and 2016. We try to stay current with Microsoft mainstream support. Fleetmatics AVL integrates with Milsoft's OMS solution but not our WindMilMap GIS solution.

2. The software tools utilized to facilitate product configuration.
   Milsoft's WindMilMap provides all configuration tools required; no custom configurations are anticipated for the legacy systems listed above.

3. How custom application functionality can be incorporated into the core product.
   Custom applications can be achieved using a variety of methods, determined by exactly what customization is needed.

4. How the City of Geneva specific configuration and any custom components would be impacted by product upgrades.
   WindMilMap upgrades are performed at the server level. As the client application launches, it will then bring in updates to the client machine. Client machines will not be impacted. At this time, the Milsoft Upgrade team perform all upgrades for the users ensuring minimal down time.

City of Geneva Electric Department
RFP for
Geographic Information System
Functional Requirements Response Details

1.09 The enterprise system is set up so that the server has a main electric model that is copied down to each work station. Edits are completed in projects on the local client model, which can be pushed to the server model upon posting the projects. With the interactive design of the enterprise system, as the workload and number of users grow, the software performance will not be impacted.

1.11 Milsoft's internal group works off of the Agile development process. We have sprints lasting every three weeks were cases and features are groomed to be included into the sprint. Once the sprint is complete, the software goes through internal testing and then to Milsoft's BETA sites for a minimum of two weeks. Then the software is then deemed released or not. We usually go every 6 weeks before having a release to the clients. As far as platform changes, Milsoft is constantly testing with the latest platforms to ensure quality software and follow Microsoft's end of mainstream support for life cycle of certain platforms supported by Milsoft software.

1.14 Milsoft has an annual user's conference. Information for the conference can be found at https://milsoftuc.com/. Typical attendance is around 500. Also, Milsoft has just launched a User Forum located at https://www.milsoft.com/forum. Milsoft also participates in the ESRI GeoConx Conference.

1.15 Milsoft recommends a 3 day onsite training once the database and software are delivered. This allows the users and trainer to go over the basic layout, setup, and functionality of the software. We like to schedule time with the I.T. department so that they understand the dataflow, and what needs to be backed up on scheduled tasks. We recommend a two day follow-up training 45 days later to ensure all new questions are answered. The cost for the initial training is $15,000 and is all inclusive. This cost also covers an ArcPy script to push data to Arc.sde if needed.

1.18 See the Milsoft License Sample attached separately.

1.20 Milsoft will connect remotely to the client's machine using one of two software methods. 1.) Milsoft Connect (A Connect Wise product https://www.screenconnect.com/) or 2.) GotoAssist (Citrix Product). We do have some clients that prefer us using a VPN connection supplied to Milsoft by the client. Our preferred remote support method is Milsoft Connect.

1.24 WindMilMap allows ESRI customization tools to be accessed and used. We also allow custom manipulation from the MSSQL tools. If an integration is needed, Milsoft Integrations team will be available to test and provide guidance using our MultiSpeak API.

3 System Infrastructure Requirements

System Infrastructure Requirements

Please provide a description the system infrastructure requirements for the proposed products including:

1. Client and server hardware requirements and recommended specifications (please refer to section 9.2 for estimated number of City of Geneva users).

2. All third party software requirements including Operating System and Relational Database Management System.

   Please see Milsoft's Hardware and Software Requirements document attached separately for complete information and details.

4 System Deployment

System Deployment

Please provide a summary of your organizations approach to product deployment and a project schedule that includes an estimated time frame for each of the phases.

Please see Milsoft's sample Project Plan and Schedule attached separately for full information and details.

5 Resource and Training Requirements

Resource and Training Requirements

Please provide a description of the City of Geneva resources required to support both the deployment and system maintenance and support activities.   For each resource list the following:

1. Resource type, e.g. Project Manager.
2. Estimated percent of time required for deployment phase and post deployment (support) phase.
3. Required technical skills, e.g. SQL.
4. Training requirements.

1.   Resource type, e.g. Project Manager, IT resources, functional resources.
         Project Manager
         System Administrator
         IT Representative
         User Lead Person / Trainer

2.   Estimated percent of time required for deployment phases and post deployment (support) phase.
         Project Manager – 10% during deployment; only occasionally following
         System Administrator – 10% during deployment; only occasionally following
         IT Representative – 5% during deployment; only occasionally following
         User Lead Person / Trainer– 10% during deployment; routinely following

3.   Required technical skills, e.g. SQL.
         Project Manager – Business processes and project objectives
         System Administrator – Overall systems expertise, knowledge and competence. SQL.
         IT Representative – Technical and equipment expertise
         User Lead Person / Trainer – System competence and experience. SQL for reports helpful.

4.   Training requirements.
         Project Manager – Systems overview and fundamentals of processes
         System Administrator – Systems set up, configuration and maintenance familiarity
         IT Representative – Systems set up and hardware
         User Lead Person / Trainer – Full systems use and routine management. Serves as trainer

6 Product Information

Product Information

Please provide a brief description of the proposed product. Include with the description the following information.

1. Number of year's product has been in development.
    10+

2. Current version number.
    8

3. Number of major upgrades to product in past two years.
    Upgrades and / or product enhancements are provided at least one annually.

4. Number of sites in production.
    210+

5. Description of user group activities, e.g. annual meetings.
    Milsoft hosts a User's Conference in June of each year at select venues around the country. The conferences are well attended with 500+ participants from utilities large and small. New product information, training sessions, networking opportunities and presentations by both Milsoft and other vendors make these Conferences a valued experience for our users.

7 Pricing

Pricing

Please provide pricing as follows:

Project Phase/Component	Cost	Comments
System design and core product configuration	Included	
Hardware/Servers (Option)	No hardware proposed or included	
Customizations to core product	No customization included or anticipated	
Development and testing	Included	
System deployment	Included – see Training	
Travel expenses	Included – see Training	
Total "Lump Sum" Costs	Turn Key Solution - $90,000.00 – Details on following page	

Software and Maintenance – See Milsoft Quote #47215 as follows.

Please provide pricing for all products required to support 5 seats

Product Name	Quantity	Unit Price	Total Price	Warranty Period
WindMilMap GIS	5 Seats	N/A	$30,000.00	60 days from installation
Data Conversion Services	N/A	N/A	$45,000.00	N/A

Please provide a five year schedule for software maintenance fees.

Product Name	Year 1	Year 2	Year 3	Year 4	Year 5
WindMilMap GIS	$5,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00

Training

Please provide pricing of all recommended training courses. Please indicate if the location of the training in the description field.

Course Name	Description	Cost
WindMilMap GIS	Onsite User and Administrator System Training Includes system installation and set-up.	$15,000.00

MILSOFT
Utility Solutions

Schedule A

Quote Number:	47215
Date:	10/12/2017
Account Manager:	David Pittman
Email:	david.pittman@milsoft.com
Phone:	800.344.5647
Valid Until:	01/12/2018

Bill To	Ship To
Aaron Holton	Aaron Holton
Geneva Electric Dept	Geneva Electric Dept
1800 South Street	1800 South Street
Geneva, IL 60134	Geneva, IL 60134
USA	USA

Milsoft Geospatial Information System

Quantity	Quoted Line Item	List Price	Ext. Price
1	WindMilMap 5 Seats Note: ESRI products are not included. Note: Support program applicable	$30,000.00	$30,000.00
1	Database Conversion A database conversion process converts data from one format to another and establishes the electrical connectivity in the new environment to the extent possible by the data represented. The destination for the data conversion model is the WindMilMap GIS application. Please see the Database Conversion Services and Process document for more details. Note: Support program not applicable	$45,000.00	$45,000.00

Subtotal:	$75,000.00
Total:	$75,000.00

Training

Quantity	Quoted Line Item	List Price	Ext. Price
1	Initial GIS Setup and Training Software installation and configuration, all MultiSpeak integration configurations for WindMilMap GIS, ArcPy script*, and three days of on-site training (includes travel related expenses). Recommended: two days of follow-up training 90-180 days after implementation (Not included) *Includes initial default setup of ArcPy script for pushing the Milsoft Data model into the same format in ESRI ArcGIS Server. Any additional or custom configurations of the ArcPy script may incur an additional charge. Note: Support program not applicable	$15,000.00	$15,000.00

Subtotal:	$15,000.00
Total:	$15,000.00

Grand Total

Subtotal:	$90,000.00
Total:	$90,000.00

Quote Acceptance:

This Quote comprises all material representations and constitutes the entire understanding between the parties to date with respect to the subject matter hereof and supersedes any and all prior representations, offers or agreements either oral or written between the parties with respect to such subject matter. This Quote shall serve as Schedule A to the Customer's contract for procurement of the Product, Training, Service and Support Program as described when applicable.

Terms and Conditions - Geographic Information Systems - WindMilMap

Payment Terms for New Systems - All Seats

- Payment due upon receipt of invoice
- 75% invoiced upon quote acceptance
- 25% invoiced upon installation or (120) days after quote acceptance, whichever occurs first

Payment Terms for Future Seats

- Payment due upon receipt of invoice
- 100% invoiced upon quote acceptance

Price Exclusions

- Hardware
- Microsoft® SQL Server™
- ESRI

Support Program

- Annual support at the rate of 20% of the full retail cost
- Invoiced (60) days after installation

Terms & Conditions - Training (Initial, On-going and Web)

Payment Terms

- Payment due upon receipt of invoice
- 100% invoiced upon training completion

Price Exclusion

- Costs incurred as a result of Customer requested changes

Account Name: _____
Accepted By: _____
Printed Name: _____
Date: _____
PO# (if applicable): _____

Submission Options:
Email: quotes@milsoft.com   **Fax:** 325-690-0338   **Mail:** Milsoft Utility Solutions, Inc.
                                                                                   P.O. Box 5726
                                                                                   Abilene, TX 79608

Milsoft Database Conversion Services and Process

Database conversion services and migration tool development are defined as follows:

Database Conversion:

A database conversion process converts data from one format to another and establishes the electrical connectivity in the new environment to the extent possible by the data represented. The destination for the data conversion model is the WindMilMap GIS application.

It is important to understand that Milsoft converts the existing Customer electrical data consisting of electrical connectivity elements and map point objects so as to yield the Milsoft Core E&O model, and external data for these elements. Milsoft converts only the elements listed below - if the user requires the use of any other data, it must be separately maintained by the user outside of the Milsoft environment by utilizing ESRI tools.

Migration Tool:

A migration software tool performs the same steps as a conversion process except the migration tool only converts the electrical connectivity elements and <u>does not include</u> the map point data. The converted data derived from the migration tool is used in the WindMil and DisSPatch environments. Using the migration tool, the customer may then create their model on demand for WindMil and DisSPatch.

Electrical Connectivity Elements:

- Source – Typically the beginning point of the substation / Circuit to be modeled
- Lines – Primary / Secondary / Overhead / Underground
- Protection Devices – Fuse / Recloser / Circuit Breaker / Sectionalizer
- Regulators
- Transformer – Step / Distribution
- Switches
- Capacitors
- Generators
- Motors
- Nodes
- Consumers
    - o Residential
    - o Small Commercial
    - o Large Commercial
    - o Motor Load
    - o Irrigation
    - o Oil / Gas
    - o Traffic Light
    - o Outdoor Lighting
    - o Flat Rate Load
    - o Primary Meter

Map Point Types:

- Pole
- Tower
- Pad
- Pedestal
- Junction Box
- Enclosure
- Vault
- PullBox
- Foreign Structure
- Marker
- Light
- Surface Structure
- Storage Location
- Non-Utility Facility

The Process: The Perfect Conversion

Identify Data Sources:

- o Is the Source data ESRI / AutoCAD / Micro Station
- o Is the backend Database Access / MS-SQL / Oracle / Other
- o Are we expected to bring data for the conversion from multiple inputs:
  - GIS
  - CIS
  - AMI
  - Assorted Spreadsheets, etc.

Retrieve the Data and Analyze:

- o Define completeness of the data
- o Identify Areas of concern
- o Map the Data from the Source data to destination location
- o Document the issue and discuss with the customer and set their expectations based upon the completeness/quality of data.

Create the queries and perform Initial Conversion:

- o Populate the data into the Milsoft Model
- o Run the connection routines
- o Identify and document issues

Customer correction:
- o Correct source data based upon the documentation provided or provide workarounds for specific scenarios

Secondary Conversion:
- o Reanalyze after corrections and / or workarounds integrated into the process
- o Rerun conversion program and review with customer
- o Provide Customer with Virtual Machine and basic training on operation for Virtual Machine and Milsoft provided applications

Barring any major issues discovered to this point, the customer and conversion specialist/ DB manager can now confirm milestone accomplishments and the project will be greenlighted for installation and user training, and a final timeline established.

Final Cleanup:
- o Based on review, define any final corrections required
- o Perform final review with Customer
- o Provide data to Engineering team for final corrections
- o Schedule receipt of final corrected data

Final Conversion:
- o Received Data
- o Convert the corrected data and deliver to installation team

Note: The process outlined above is the standard goal however the achievement of a high quality data model often requires multiple iterations of the conversion / review / validation steps as described, and should be anticipated.

Migration Tool:
When the conversion process is complete, the data conversion specialist now utilizes the routines (.exo) file to provide the Migration Tool and user training to the customer. This Migration Tool enables the customer to then update and maintain the Milsoft Core E&O model as required following system deployment.

Migration Tool Support:
Milsoft's ongoing support of the originally provided Migration Tool will consist of technical assistance in in the use of the tool, and making modifications to the tool if required in the event that Milsoft implements changes in the Core E&O model. If any features or functionalities are added to the customer's model, or if the source of the data changes or is modified, the Migration Tool may require revision or new development by Milsoft that could result in additional charges.

8 References

References

Provide three references for electric utilities that have deployed a similar solution to that which is being proposed. For each reference please provide:

- Company Name
- Contact Name
- Contact Phone Number and E-Mail Address
- Name and version of deployed products
- Brief description of system interfaces
- Years in production

- Company Name - **City of Pulaski (PES)**
- Contact Name - David Kelley
- Contact Phone Number and E-Mail Address: dkelley@pulaskielectric.org - 931-363-7052
- Name and version of deployed products - WindMil/LightTable 8.6.6.9782 (2009), Field Engineering (Staking) (2009), DisSPatch 8.6.6.9782 (2009), *WindMilMap 8.6.6.9782 (2012)*

- Company Name - **City of Bryan**
- Contact Name - Dale Kubenka
- Contact Phone Number and E-Mail Address - 979 209 5473 - dkubenka@bryantx.gov
- Name and version of deployed products - WindMil/LightTable/Landbase (2010), DisSPatch (2013), *WindMilMap 8.6.4.9074 (2015)*, Interactive Voice Response - version 39 (2010)

- Company Name - **Keys Energy**
- Contact Name - Frankie Webb
- Contact Phone Number and E-Mail Address - Frankie.Webb@keysenergy.com - 305-295-1047
- Name and version of deployed products - WindMil 8.6.6.990 (2009), DisSPatch 8.6.6.990 (2010), Interactive Voice Response (2009) version 37, *WindMilMap 8.6.6.9970 (2012)* Field Engineering (2012)

City of Geneva Electric Department (GED)
RFP for
Electric Utility Geographic Information System (GIS)

Milsoft Sample Project Plan

Project Plan Format and Schedule for <u>illustration only</u> – actual plan and timeline <u>will vary</u> and be mutually developed and agreed by the Milsoft and City of Geneva Electric Department project teams.

Meeting project objectives will require the commitment of personnel, time and resources by Milsoft and City of Geneva Electric Department (GED). Milsoft proposes the following 5 phase process for accomplishing this project. Initiation benchmark will be Notice of Award:

1. Project Teams Designation – Members, Roles, Accountabilities
2. Scope of Work Development – Requirements, Timelines, Milestones, Testing Protocols
3. Application and Interface Development as Required
4. Solution Deployment - Testing and Refinement
5. Solution Implementation, Go-Live and Acceptance

Phase 1 – Project Teams – 2 Weeks
Milsoft will identify a Project Manager and technical / development specialists to participate in the project. Milsoft expects that GED will assign a Project Leader with sufficient authority to represent the interests of GED, and such IT / data systems / user personnel as may be required for the necessary processes. The roles, responsibilities and accountabilities for each team will be mutually agreed.

Phase 2 – Scope of Work Development – 2 Weeks
The teams will identify, mutually agree, and document the functional specifications, applications and interface development work required, and construct a mutually agreed project plan / timeline / milestone document for project management and tracking. Included in the SOW development will be the definition of testing and acceptance protocols to be applied, and any performance benchmarks to be observed.

Phase 3 – Scripting and / or Interface Development – 2 to 12 Weeks if / as required
Scripting and / or interface development, if required, will be a highly iterative and time intensive phase of the project. This phase will involve primarily Milsoft representatives, but access to and participation by counterparts representing any existing third party systems for which interfaces are necessary may be required. Milsoft will expect the support of GED as may be necessary to obtain such support and participation from their other vendors / suppliers.

Phase 4 - Solution Deployment - Testing and Refinement – 4 Weeks
This phase best represents beta activity refining the final system configuration and testing of the solution in a non-production environment. Preliminary system administrator and user training is planned, and may be initiated depending on the number of users required.

Phase 5 – Solution Implementation and Go-Live – 1 Week
This phase is defined by the transition of the solution from the beta environment into live production. User training is completed and the solution is placed in active service. Solution performance is monitored, and any issues addressed. Final system acceptance testing occurs and the results measured for compliance to the benchmarks established in Phase 1.

Project Evaluation – 1 Week

Following acceptance by GED, the project teams conduct a post implementation project review and evaluation, and issue a report of findings to include "lessons learned" and any outstanding issues remaining to be addressed by either Milsoft or GED.

GED Resources for the Project:

1. Resource type, e.g. Project Manager, IT resources, functional resources.
    Project Manager
    System Administrator
    IT Representative
    User Lead Person / Trainer

2. Estimated percent of time required for deployment phases and post deployment (support) phase.
    Project Manager – 10% during deployment; only occasionally following
    System Administrator – 10% during deployment; only occasionally following
    IT Representative – 5% during deployment; only occasionally following
    User Lead Person / Trainer– 10% during deployment; routinely following

3. Required technical skills, e.g. SQL.
    Project Manager – Business processes and project objectives
    System Administrator – Overall systems expertise, knowledge and competence. SQL.
    IT Representative – Technical and equipment expertise
    User Lead Person / Trainer – System competence and experience. SQL for reports helpful.

4. Training requirements.
    Project Manager – Systems overview and fundamentals of processes
    System Administrator – Systems set up, configuration and maintenance familiarity
    IT Representative – Systems set up and hardware
    User Lead Person / Trainer – Full systems use and routine management. Serves as trainer

5. Hardware Required.
    GED will be expected to provide all client and server hardware for the Milsoft solutions.

City of Geneva Electric Department (GED)
RFP for
Electric Utility Geographic Information System (GIS)

Milsoft (MUS) Sample GIS Project Schedule – Estimated 6 to 9 months to complete

	TASK	Weeks Following Award		TASK OWNER
		Planned	Actual	
1	Notice of award pending contract negotiation	1		GED
2	Identify team members	2		MUS / GED
3	Identification of interfaces required	2		MUS / GED
4	Staff pre installation processes review	2		MUS
5	Draft system configuration requirements	2		MUS
6	Project kick off conference call with Customer	2		MUS / GED
7	Receive / review customer data files if necessary	3		MUS / GED
8	Develop project scope and draft SOW plans	3		MUS / GED
9	Review / refine / finalize project plans	4		MUS / GED
10	Initiate project progress review calls / meetings	4		MUS / GED
11	System configuration – *Conversions / Interfaces control timeline*	5 - 30		MUS
12	Review / adjust project target dates if necessary	10		MUS / GED
13	Order hardware if required - Customer	10 - 36		MUS / GED
14	Make travel arrangements for install and training/testing	10 - 36		MUS
15	Finalize training sessions, schedule and requirements	10 - 36		MUS / GED
16	Load software and databases on test systems	10 - 36		MUS
17	Prepare draft system documentation and manuals	10 - 36		MUS
18	Perform Milsoft product FAT testing if required	10 - 36		MUS
19	Ship hardware if required	10 - 36		MUS
20	Install and test systems	11 – 36		MUS / GED
21	Systems to production environment	11 – 36		MUS / GED
22	Perform system acceptance testing	12 – 36		MUS / GED
23	Train users, administrators and IT resources	12 - 36		MUS
24	Systems activation and cut over	12 - 36		MUS / GED
25	Finalize project documentation	12 – 36		MUS / GED
26	Final customer acceptance	12 – 36		MUS
27	Project review / evaluation / lessons learned	12 – 36		MUS / GED
28	Ongoing user support	12 - 36		MUS

NOTE: This is a sample project plan for illustration only. The <u>actual plan and timelines will be jointly developed and mutually agreed</u> by the Milsoft and City of Geneva Electric Department teams during the initial planning phase of the project following award.

City of Geneva Electric Department
RFP for
Geographic Information System

<u>Milsoft Support</u>

Nothing is as important to us as supporting our Customers.

Only one thing is more important to Milsoft than providing you with the best possible software to help you engineer, operate and manage your electric utility. That is providing you with the best service and support you will ever have from any vendor, ever. Milsoft customer support is phenomenal and our customers commend us in this area more than any other.

We believe selling you software is only the beginning of a long relationship with you, and at the heart of that relationship is the support and service that we provide you after the sale. We will do everything possible (and occasionally try the impossible) to assist you from initial configuration, through installation and training, to continuing software maintenance, technical support and training.

Unsurpassed customer service and support has been the cornerstone of Milsoft's vision, values and actions for more than 25 years. Our support reputation speaks for itself but don't take our word for it; we urge you to contact the Customer References provided and ask them.

Milsoft's Support Program provides your utility with peace of mind. The program assures that you will receive ongoing support and upgrades for as long as you are on the support program. Without it, you will receive support and upgrades for 60 days after installation. With the lightning speed of evolving technologies, one thing is certain, Milsoft's software will evolve. Our software will get better, faster, and more reliable. The Support Program assures that your utility will stay on top of the technology trends for as long as you are a support customer.

Support is available for all WindMilMap GIS from 8:00 am to 5:00 pm, US Central Time Zone, Monday through Friday. Annual support costs are 20% of the retail price of the system software.

Milsoft support provides every user with all software updates, enhancements and new releases of the solutions that they have purchased, at no additional cost. You will never be required to repurchase new versions of software that you already have.

Every user receives unlimited, timely "live" telephone / email / online support until their questions are answered or their problems are solved. The entire Milsoft executive team stands behind our Customer support program, and are available, accessible to our Customers and involved if any issue needs to be escalated.

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RFP for
Geographic Information System
Milsoft Hardware & Software Requirements

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Milsoft Core Engineering and Operations (E&O)

Database SQL Server

Small utilities, defined as having fewer than 100,000 elements in their engineering model (inclusive of map points—poles, pads, pedestals, etc.) and an OMS-SQL DB or GIS-External SQL DB smaller than 500MB with *either* DisSPatch® (OMS) or WindMilMap® (GIS) installed, will require one server that meets the SQL Server specifications. A second server **may** be required if a small utility is using both GIS **and** OMS (see Notes 4 and 5).

Medium utilities, defined as having more than 100,000 and fewer than 1,000,000 elements in their engineering model and an OMS-SQL DB or GIS-External SQL DB larger than 500MB and smaller than 1GB, will require a second server with either OMS or GIS installed. A third server **may** be required if a medium sized utility has both OMS and GIS (see Notes 4 and 5).

For large utilities, defined as having more than 200,000 meter counts or more than 1,000,000 elements in their engineering model or an OMS-SQL DB or GIS-External Tables exceeding 1 GB, Milsoft will individually tailor a server configuration for optimal speed.

Additional servers allow "Milsoft Services" to be separated from the Engineering Model/SQL data, thereby improving efficiency. During normal operations, servers will be under-utilized; however, during an outage, full server capability is required.

REQUIRED	RECOMMENDED
Intel Xeon Quad Core 5500	Intel Xeon E5 Quad Core series or higher
Windows Server 2012 Standard or 2012 R2	Windows Server 2016
16 GB RAM for Windows Standard	32+ GB RAM will be significantly better
4 X 150 GB 10K SCSI HD (2xRAID 1 Array – 1 for OS & 1 for SQL)	6 x 150 GB 15K RPM SCSI HD (3XRAID 1 Array – 1 for OS, 1 for SQL, & 1 SQL log) or SSD drives for optimal performance.
1 Gbps network connection	
SQL Server 2014 (SP2) – Core License	SQL Server 2016 (SP1) - Core License
.NET 4.5.2 (or above) .NET 3.5 Service Pack 1	

Note 1: For high performance SQL systems, we recommend direct attached storage or a SAN or ISCSI array be used and arrays can then be broken into OS, tempdb, transaction log, database. http://technet.microsoft.com/en-us/library/cc966534.aspx.

Note 2: If VMware is part of the system design, VMware vSphere 5.5+, or 6.X is recommended, along with direct attached storage, fiber channel, or ISCSI SAN. Resources **must be** reserved, not just allocated, if a virtual server is running for Milsoft Core E&O.

Note 3: It is recommended that large utilities use SSD drives with the host system housing VMs.

See this link for the most up-to-date version of this document: http://www.milsoft.com/resources/hardware-requirements

Note 4: If Core E&O is being loaded onto an established server, ensure that Windows gives priority to "services" not applications (services is the factory preset).

Note 5: If other non-Milsoft applications are running on the server, the server must have additional resources with which to operate. Milsoft applications and services must have reserved resources that meet the "Required Hardware Specifications".

Note 6: It is possible for a small/medium utility to operate with fewer servers if the SQL server has been configured to limit memory consumption. In this case, third party integrations must be minimal to avoid overtaxing the server. Milsoft hardware recommendations are conservative because a server slowdown or failure during a storm can significantly impact performance and functionality. Small/medium utilities that have minimal IT manpower/experience should mitigate this risk by purchasing the "extra" server.

Note 7: **Do not** install Milsoft Field Engineering (FE) / Partner Hub on the same server as WindMilMap® (GIS).

Note 8: Milsoft will end support for Windows Server 2012 Standard and Server 2012 R2 on October 9, 2018 in conjunction with Microsoft's end of mainstream support.
https://support.microsoft.com/en-us/lifecycle/search?alpha=windows%20server%202012

Note 9: Milsoft will end support for SQL Server 2014 (SP2) on July 9, 2019 in conjunction with Microsoft's end of mainstream support.
https://support.microsoft.com/en-us/lifecycle/search?alpha=sql%20server%202014

WindMilMap® (GIS) Client Machine

The following are specifications for WindMilMap®:

REQUIRED	RECOMMENDED (NOTE 1)
Intel I5	Intel I7
Windows 8.1	Windows 10
8 GB RAM	16 + GB RAM
500 GB hard drive 7200 RPM SATA	SSD – Desired-significantly faster/more expensive
100Mbps or higher network connection	1 GB per second network connection
ESRI ArcMap 10.4.1 on 8.6.6.9756 or later ESRI ArcMap 10.3.1 on 8.2.0.7807 through 8.6.5.9539 ESRI ArcMap 10.2.2 on 8.2.0.5122 through 8.2.0.7373 ESRI ArcMap 10.2 on 8.2.0.4968 or older ESRI ArcMap 10.1 on 8.1 or 7.3	Small Utility Enterprise License Agreement http://www.esri.com/industries/ela/suela
.NET 4.5.2 (or above) .NET 3.5 Service Pack 1	Dual monitor capability

Required specifications for client machines are the minimum requirements for these machines to run efficiently. New client machines with anything below the recommended specifications should not be purchased.

Note 1: Medium and Large Utilities with External SQL DB $\geq$ 500 Mb or connectivity model $\geq$ 100,000 elements **must use** the Recommended Minimums.

Note 2: Milsoft will end support for Windows 8.1 on January 9, 2018 in conjunction with Microsoft's end of mainstream support.
https://support.microsoft.com/en-us/help/13853/windows-lifecycle-fact-sheet

See this link for the most up-to-date version of this document: http://www.milsoft.com/resources/hardware-requirements

City of Geneva Electric Department
RFP for
Geographic Information System

Legend

Model Data →
MS SQL Data →
AMQP Data →
MultiSpeak Data →

**Milsoft 8.6 Core E&O
Server & Application Diagram**
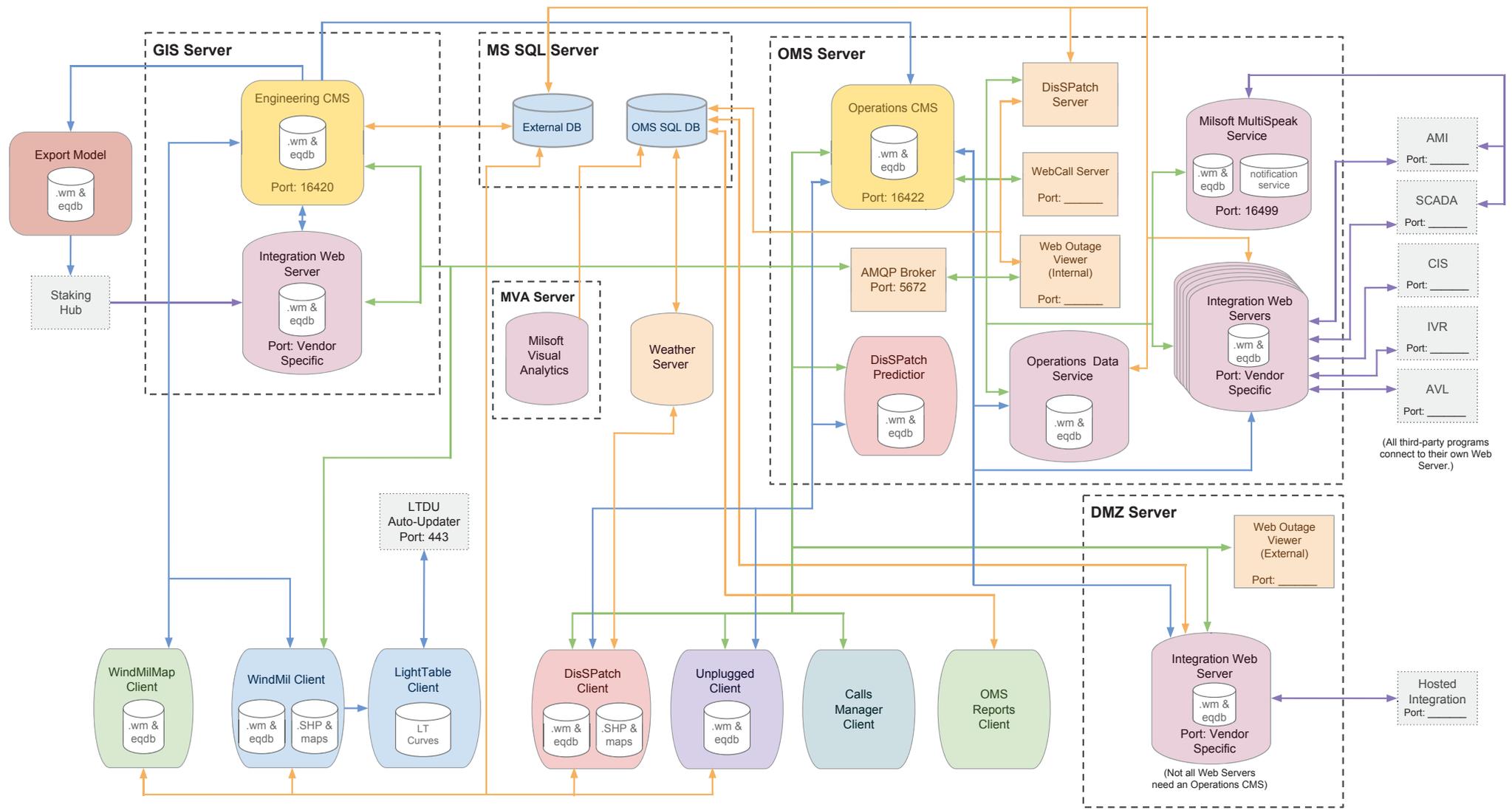
Milsoft Utility Solutions Contract for Software License, System Installation and Support - SAMPLE

This Contract for Software License, System Installation and Support (hereinafter referred to as "Contract") is entered into by and between _____ (hereinafter referred to as "Customer") and **Milsoft Utility Solutions, Inc.**, a Texas corporation (hereinafter referred to as "Milsoft"), and is effective on the date signed by the latter of Customer and Milsoft (the "Effective Date").

Whereas, Customer has the desire and capacity to procure from Milsoft the authorized use of its proprietary software known as _____ (the "System"), more particularly identified in Section 1 below; *and*

Whereas, Milsoft has the desire and capability to furnish and support the System for Customer as quoted and in accordance with the terms and conditions of this Contract;

Now, therefore, in consideration of the premises, the Contract Price and the respective covenants contained herein, the Customer and Milsoft (the "parties") hereby agree as follows:

1.   SYSTEM. The System (or "System Components") shall consist of the licensed System software (the "Software"), the System hardware (the "Hardware") and the telephonic components, if any, described in Milsoft Quote #_____ , constituting "Schedule A" for purposes of this Contract and incorporated herein by reference as if fully set forth.

2.   CONTRACT PRICE; TERMS OF PAYMENT. The itemized and/or aggregate pricing for the System Components, basic installation, training if included, and software license (collectively the base "Contract Price") is set forth in Schedule A, together with the terms of payment.

3.   STATEMENT OF WORK. If and to the extent deemed necessary by Milsoft, the Parties shall in good faith mutually develop and agree upon a Statement of Work ("SOW") to describe and set forth with particularity the essential scope of work, technical specifics, period of performance, schedules/milestones, acceptance criteria, change orders and other requirements unique to the project. Should the Parties be unable to agree upon the SOW within **[30]** calendar days after entering into this Contract, either Party may elect to terminate this Contract by giving written notice to the other, without necessity of default, whereupon the termination shall be effective in one week (7 calendar days after notice) if no agreement as to the SOW be reached.

4.   DELIVERY, INSTALLATION AND TURNOVER. For the Contract Price and in accordance with the SOW (if applicable), Milsoft shall deliver the System Components to the Customer's location identified in Schedule A and, subject to Customer's preparatory compliance as described in Section 7, shall install the System on site, or by remote electronic delivery, or combination thereof as appropriate. The Turnover Date shall be the date, after completion of installation and testing, upon which Milsoft turns over the System to Customer for fully operational use.

5.   TRAINING. Milsoft shall provide basic System administration and user training to Customer's designated employees, if and as may be described in more detail in the Statement of Work or Schedule A.

6.   SUPPORT SERVICES. For the first sixty (60) days following the Turnover Date (the "Free Warranty Support Period"), Milsoft shall provide at no cost to Customer the full range of support services as described in this Section 6. Following the Free Warranty Support Period, for additional consideration, Customer will be eligible to participate in Milsoft's long-term, annually renewable support program (the "Support Program") for technical and user support, Software fixes/patches, and upgrades to future Software editions. The Support Program is offered at an initial annual rate of **20% of the Retail Price** (*i.e.* current list price) of the Software as of the Effective Date of this Contract, excluding any discounts, plus any applicable sales taxes. Renewal pricing is subject to change in view of software complexity and market conditions, not to exceed 20% variance from one year to the next. If payment is not received when due, Milsoft may withhold services until paid. In the event Customer declines or discontinues its participation in the Support Program, in order to again be eligible to receive support Customer may be required to upgrade and/or agree to pay an increased rate based upon the extent of maintenance missed and appropriate to the circumstances.

For purposes of this Contract, support of the Software means:
- support related to System applications;
- delivery of Software fixes/patches;
- delivery of upgrades to the latest Software versions made available by Milsoft.

For the purposes of this Contract, support of the Hardware (if any) provided hereunder by Milsoft, means:

- escalation of issues for timely resolution with manufactures/suppliers of such Hardware;
- coordination of Hardware service with such Hardware manufacturers;
- facilitate repair or replacement of such Hardware consistent with the terms of any applicable manufacturer warranty(ies).

Hours of support availability will be 24 hours/day, 7 days/week, year-round for outage management and Milsoft communications systems; and 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, excepting normal business holidays observed by Milsoft, for all other support issues. With prior notice and as reasonably requested, Customer shall allow online access to the System and sufficient access to Customer's premises as needed for Milsoft to provide its support services.

The services to be provided under the Support Program do not cover damages or claims due to misuse, negligence, accidents, thefts, unexplained data loss, loss of data due to Hardware failure, lack of daily backups, abuse, electrical outages, fire, flood, wind, acts of God or public enemy, or improper wiring, installation, repair or alteration by anyone other than Milsoft approved technicians. Repairs necessitated by any one or more of the above-excepted causes may be performed by Milsoft upon request, provided the Customer agrees to pay for such extra work at Milsoft's current hourly rates. Such work would not represent or imply any additional warranty or representation regarding the System, the System Components or the functionality of the System.

7. CUSTOMER'S OBLIGATIONS, PREP AND SPECS; INTEGRATION WITH 3rd-PARTY SOFTWARE.

7.1 Customer assumes responsibility for care and risk of loss of the System Components upon delivery to its location. Customer is responsible for meeting the data requirements, purchasing and providing any other hardware and/or third party software, and preparing its location for installation consistent with the specifications, requirements and recommendations per SOW, Schedule A, RFP/Response or applicable terms and conditions, at its expense. Any Customer data required for installation shall be timely delivered to Milsoft pursuant to its instructions. Customer shall also secure any permits, licenses or other governmental approvals for its installation site as may be required by applicable law or regulation, at its expense. Once a Milsoft technician is on-site as reasonably scheduled, if the installation is delayed due to failure of the Customer to have met the preparatory requirements, there may be a charge of $1,000 per day assessed until ready to proceed.

7.2 Milsoft products are generally amenable to integration with a variety of products from third-party vendors known by Milsoft to be certifiably interoperable (including but not limited to many MultiSpeak® integrations, when applicable), subject to verification, and with a range of other third-party products that may require more extensive customization. The development or provision by Milsoft of any and all interface between its products and third-party software (whether deemed necessary at the time of Milsoft product installation or as needed in the future due to change of circumstances) can only be undertaken pursuant to specific evaluation and may, at the discretion of Milsoft, require reasonable adjustment of time and/or cost.

Every interface to be developed and provided for integration with third-party products must be testable by Milsoft with consent and cooperation of the third-party vendor (whose consent and cooperation shall be provided by Customer, as Customer's responsibility) and will be specific only to the version or iteration of the third-party product in use at the time of the interface development. Customer shall be responsible for alerting Milsoft to future additions, updates or new versions of all third-party product and for providing renewed consent and cooperation of each third-party for testing, as any such changes could render the Milsoft interface less functional unless addressed. In such event, Milsoft offers no warranty for the previously provided interface, and assumes no responsibility to develop or provide additional interface without further agreement and compensation, if at all. **No other representation, warranty or promise regarding interfaces or integration between Milsoft products and third-party software is expressed or implied.**

8. SOFTWARE LICENSE. Upon successful installation and as of the Turnover Date, Milsoft grants to Customer, and Customer accepts, a non-exclusive and non-transferable license to use the Software furnished hereunder (including modifications and enhancements furnished under the terms of this Contract, and modifications and enhancements furnished under the terms of the Support Program described in Section 6) strictly upon the terms and conditions contained herein. Title to and ownership of all Software shall remain with Milsoft or its licensors. Customer shall have no right to sell, sublicense, publish, disclose, display, assign, duplicate, alter, lease, or otherwise make available the Software to any third party. Customer shall take appropriate action with its employees, agents, contractors, consultants and other representatives or end users to ensure compliance with these terms and conditions. Customer may make copies of the Software only for backup purposes and/or archival purposes, and any such copy must contain the same copyright notice and proprietary markings that the original Software contains. Customer acknowledges the Software represent a very large scale investment in the development of an intangible asset by Milsoft and must be strictly protected hereunder. In the event of a breach under the provisions of this Software license by Customer, upon written notice which may be given at the election of Milsoft, Customer shall forfeit all rights as licensee under this Contract and shall immediately return the Software to Milsoft along with all documentation and source media associated therewith. Customer assumes full liability to Milsoft for any damages (including consequential damages),

whether or not foreseen by the parties hereto, resulting directly or indirectly from any compromise of any rights owned by Milsoft and not expressly conferred under this Contract, if such damages are the result of the negligence or willful act or omission of Customer (including any employee, agent, contractor, consultant or other representative of Customer). CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE IN EXECUTABLE LINE CODE FORM REMAINS A CONFIDENTIAL TRADE SECRET AND CUSTOMER AGREES NOT TO ATTEMPT TO REVERSE-ENGINEER, TRANSLATE, DECIPHER, DECOMPILE, MODIFY OR DISASSEMBLE THE SOFTWARE, NOR INCORPORATE THE SOFTWARE IN WHOLE OR IN PART INTO ANY OTHER SOFTWARE OR PRODUCT OR DEVELOP DERIVATIVE WORKS THEREFROM OR ALLOW ANY OTHER THIRD PARTY TO DO SO, WITHOUT THE EXPRESS WRITTEN CONSENT OF MILSOFT.

9. CONFIDENTIALITY.

9.1 During performance of this Contract or in the contemplation thereof, and subject to and in conformity with Section 8, employees, agents and authorized contractors or consultants of each party to this Contract may have access to private or confidential information owned by the other party, including, but not limited to, the Software, and information concerning costs, charges, operating procedures and methods of doing business, which may be owned or controlled by the other party. With respect to any such information so accessed or acquired, each party agrees as follows: (a) all such information shall be and shall remain the exclusive property of the party which owns the information; (b) each party shall limit access to such information of the other party to their respective employees, agents and authorized contractors or consultants who have a need to know consistent with the receiving party's authorized use of such information; (c) the receiving party shall keep, and have its employees, agents and authorized contractors or consultants having access keep, all such information confidential; (d) the receiving party shall not copy, publish or disclose to others, or permit its employees, agents and authorized contractors, consultants or anyone else to copy, publish or disclose to others, any such information without the owning party's prior written consent; (e) the receiving party shall return such information to the owning party at its request; and (f) the receiving party shall use such information only for the purpose of performing its obligations hereunder.

9.2 Each party shall secure and protect the other party's confidential information in a manner consistent with the protection it provides to its own confidential information, but in any case using no less than reasonable degree of care. Each party's duties of confidentiality as regards the confidential information shall survive any cancellation, expiration or termination of this Contract.

9.3 Each party at all times shall maintain appropriate internal policies and procedures reasonably sufficient to satisfy its obligations under this Section 9. Should either party or its employees, agents and authorized contractors or consultants use, disclose or attempt to use or disclose any such information in a manner contrary to this Contract, the owning party shall have the right to seek injunctive relief against such breach or threatened breach (without posting a bond or other security), in addition to any other remedies that may be available at law or in equity.

10. PRODUCT CHANGES. Milsoft reserves the right to make modifications and distribute enhancements to existing Software. In addition, upon notice to Customer of no less than one hundred eighty (180) days, Milsoft reserves the right to discontinue offering the Support Program associated with the System in place, and may require that specified upgrades to the System Components be made as a condition for continued Customer participation in the Support Program.

11. LIMITED WARRANTIES.

11.1 *Hardware*. **Warranty of any Hardware procured through Milsoft is only that which is supplied by the manufacturer(s) of such hardware. During the Free Warranty Support Period provided by Milsoft for the System and for so long thereafter as Customer continuously participates in the Support Program, Milsoft will coordinate all Hardware service with Hardware manufacturers and will facilitate Hardware replacement consistent with the terms of any applicable manufacturer warranty(ies) for a period of up to five years; however, Milsoft does not provide independent or additional warranty of the Hardware separate and apart from the manufacturers. In the event Milsoft is not engaged to provide support as described in Section 6, Milsoft will assign any applicable manufacturer warranty(ies) directly to Customer upon request.**

11.2 *Software*. **Upon delivery and continuing through the first sixty (60) calendar days following the Turnover Date, Milsoft warrants exclusively that the Software shall substantially conform to, and perform in substantial accordance with, all applicable Software specifications. Milsoft represents and warrants generally that it owns the Software or that it has the right to license Customer's use of the Software in accordance with the provisions of this Contract. In event of breach or failure, Customer's exclusive remedies shall be, at the option and expense of Milsoft, either (i) to have Milsoft promptly correct any discrepancy in performance that materially impairs the appropriate functionality of the Software; or (ii) to have Milsoft refund the price paid for the licensed use of the Software, provided that Customer must allow Milsoft to de-install the Software within 30 days of Customer's timely notification to Milsoft of the discrepancy. ALL CLAIMS AND REMEDIES ARE LIMITED TO THOSE EXPRESSLY PROVIDED IN THIS CONTRACT.**

11.3 *Support Services*. **With respect to services provided during the Free Warranty Support Period and/or the Support Program or other work, Milsoft warrants exclusively that such services shall be performed in a good and workmanlike fashion. In event of breach or failure, Customer's exclusive remedies shall be, at the option and expense of Milsoft, either (i) to have Milsoft promptly correct such services, or (ii) to have Milsoft refund the price paid for the applicable portion of the services.**

12. **DISCLAIMER OF OTHER WARRANTIES. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

13. **GENERAL LIMITATION OF LIABILITY.** THE LIABILITY OF MILSOFT, ITS LICENSORS AND ITS AFFILIATES, IF ANY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED BY MILSOFT, REGARDLESS OF THE LEGAL THEORY OR THE DELIVERY OR NON-DELIVERY OR ALLEGED FAILURE OF ANY PRODUCTS OR SERVICES, SHALL NOT BE GREATER THAN THE FEES ACTUALLY PAID BY CUSTOMER TO MILSOFT HEREUNDER IN CONNECTION WITH THE PRODUCTS OR SERVICES AT ISSUE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH SUCH CLAIM ACCRUED. UNDER NO CIRCUMSTANCES WILL MILSOFT, ITS LICENSORS OR ANY AFFILIATE BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS, EXPENDITURES, INVESTMENTS, COMMITMENTS, BUSINESS REPUTATION OR GOODWILL, FOR LOSS OF DATA, COST OF SUBSTITUTE SOFTWARE, COST OF CAPITAL, AND THE CLAIMS OF ANY THIRD PARTY, OR FOR ANY OTHER REASON WHATSOEVER, REGARDLESS OF WHETHER SUCH CLAIM HAS ITS BASIS IN ANY THEORY OF CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

14. **PAYMENT.** Timely payment by Customer to Milsoft at its principal place of business of all sums due hereunder is a material element of this Contract. Unless otherwise specified in Schedule A or by a subsequent agreement of the parties in writing, payment shall be due upon billing and paid within thirty (30) days of invoice. Without limiting Milsoft's other rights and remedies for any failure of Customer to make payment, Milsoft may charge interest on all unpaid sums at the lesser of the rate of 18% per annum or the maximum contract rate allowed by law. Customer shall reimburse Milsoft for all cost and expenses of collection including attorney's fees. Milsoft has no desire to exceed the maximum amount of interest that may be contracted for, charged or received under applicable law, and any interest paid in excess of said maximum amount shall be credited toward any past due payment or refunded to Customer.

15. **TAXES.** Unless specified as such, the prices set forth herein do not include any sales, use, excise, ad valorem, property or other taxes applicable to the sale, use, license or delivery of the System Components and any related services supplied hereunder, all of which shall be paid by Customer separately or, if specifically itemized and added to the Contract Price, shall be paid by Customer to Milsoft. Customer shall indemnify Milsoft in the event any such tax is assessed directly against Milsoft.

16. **FORCE MAJEURE.** Neither party shall be deemed in default of any provision of this Contract, or responsible for failures in performance, resulting from any cause beyond its reasonable control, which include, without limitation, acts of God, civil or military authority, civil disturbances, war, fires, or other catastrophes. In the event of any failure or delay resulting from such causes, an equitable adjustment of schedule and any other appropriate terms and conditions shall be agreed upon by the parties.

17. **NOTICE.** All notices given under this Contract must be in writing and shall be deemed duly given only upon (a) personal hand delivery; (b) the fourth day following deposit in the United States Mail, postage paid, certified/return receipt requested; (c) delivery by a nationally recognized overnight courier service that obtains signed acknowledgment of receipt; or (d) confirmation of electronic transmission via facsimile or email; using the addresses or numbers shown below or any other address or numbers as either party may designate by ten days prior written notice given in accordance with this provision.

If to Customer: *If to Milsoft:*

_____   Milsoft Utility Solutions, Inc.
_____   Attn: Adam Turner
_____, _____ _____   P.O. Box 5726
Facsimile: _____   Abilene, Texas 79608
Email: _____   Facsimile: (325) 690-0338
        Attention: _____   Email: adam.turner@Milsoft.com

18.   **NON-WAIVER.** No waiver of any breach or default shall constitute waiver of subsequent breach or default. No failure or delay to exercise any right, power, or privilege under this Contract shall operate as a waiver of such right, power, or privilege; nor shall any single or partial exercise of any right, power, or privilege preclude further exercise of such right, power, or privilege.

19.   **TERMINATION FOR DEFAULT.** If either party fails to perform a material obligation and does not remedy such failure within thirty (30) days following notice from the non-defaulting party, the non-defaulting party may elect to terminate this Contract by giving notice of termination to the party in default. Termination for default shall in no way prejudice the rights or remedies available to the non-defaulting party as a result of the default nor relieve Customer of its obligation to pay Milsoft for all compliant product provided and services actually rendered up to the date of termination. In the event either party breaches or defaults hereunder to the detriment of the other, in addition to other rights and remedies the party wronged shall be entitled to recover its reasonable attorney's fees and related expenses incurred, including but not limited to court costs incurred at both trial and appellate levels, in the enforcement of this Contract.

20.   **DISPUTE RESOLUTION.** The parties will attempt in good faith to promptly resolve any dispute arising out of this Contract without resorting to litigation. Before any suit for damages may proceed, the parties shall submit to non-binding mediation by an impartial mediator, at a mutually convenient location, with each party bearing its own attorney's fees and expenses. Any dispute not so resolved by negotiation or mediation may then be submitted to a court of competent jurisdiction. Nothing contained herein, however, shall preclude the parties from first seeking temporary injunctive or other equitable relief in preservation of its rights.

21.   **GOVERNING LAW; CHOICE OF FORUM.** The validity, performance and construction of this Contract shall be governed by the laws of the State of Texas (without giving effect to principles of conflicts of law). The parties agree that the Uniform Computer Information Transaction Act and the UN Convention on International Sale of Goods do not apply. Any legal claim or action shall be filed in the state and local venue in which Milsoft maintains its principal corporate offices, unless otherwise agreed.

22.   **SUCCESSORS AND ASSIGNS.** This Contract shall inure to the benefit of and be binding upon successors and assigns of the parties; however, Customer may not assign without the consent of Milsoft, which shall not be unreasonably withheld.

23.   **CONSTRUCTION AND CAPTIONS; PARTIAL INVALIDITY.** Captions are for convenience only and shall not be construed to expand or limit any provision hereunder. Should any provision of this Contract be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Contract.

24.   **CONTROLLING TERMS, ORDER OF PRECEDENCE.** Any terms or conditions appearing on the face or reverse side of any purchase order, preliminary quote, acknowledgment or confirmation that are different from or in addition to those required hereunder shall not be binding upon the parties, even if signed and returned, unless both parties expressly agree in writing to be bound by such. In event of any conflict or inconsistency between the main body of this Contract and the provisions of any schedule or other attachment, the provisions of this Contract shall prevail, except as to the job-specific details of Schedule <u>A</u> or SOW.

25.   **ENTIRE AGREEMENT; AMENDMENTS; SIGNATURES.** The SOW (if any) and all referenced schedules and addenda are integral parts of this Contract as if written verbatim herein. Collectively, this Contract sets forth all authorized and material representations, constitutes the parties' entire agreement and understandings with respect to the subject matter, and supersedes any and all other agreements, proposals and/or representations other than specifications and descriptions in Milsoft's Response to Request for Proposal (if applicable) where not in conflict. No addendum, amendment or modification shall be effective unless in writing and duly executed by authorized representatives of both parties. Signatures may be made and/or delivered by electronic means, and any true, correct and complete copy of this fully signed instrument shall be as enforceable as the original.

IN WITNESS WHEREOF, the parties have signed by their duly authorized representatives as of the dates entered below.

Customer:_____   **MILSOFT UTILITY SOLUTIONS, INC.**

By:_____   **By:**_____
   (Signature)   **Adam Turner, CEO of Business Operations**

_____
   (Name & Title, typed or printed)

Date:_____   **Date:**_____

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