ELEVENTH AMENDMENT TO INFORMATION SYSTEM AGREEMENT

SYSTEMS & SOFTWARE, INC.

enQuesta v6 Upgrade, Web Portal Poral upgrade and all related services

This ELEVENTH AMENDMENT TO INFORMATION SYSTEM AGREEMENT ("Eleventh Amendment") is made and entered info this _______ day of _________, ______ ("the Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and SYSTEMS & SOFTWARE, INC., a Vermont corporation authorized to do business in California ("S&S"). City and S&S are each referred to herein as "Party" and, collectively, as the "Parties." Unless a capitalized term in this Amendment is defined herein, any capitalized term herein shall have the same meaning ascribed to it in the Agreement.

RECITALS

WHEREAS the Parties entered into an Information System Agreement on or about June 19, 2012 ("Agreement"), under which S&S provided certain hardware, software, support, and maintenance (the "Services") for use by the City's Public Utilities Department for its utility billing system;

WHEREAS the City and S&S entered into that certain First Amendment to Agreement dated February 8, 2018 ("First Amendment"), for additional services needed to support the adoption of new and/or increased electric and water rates, including but not limited to incorporating such new and/or increased rates into the City's utility billing system;

WHEREAS the City and S&S entered into that Second Amendment to Agreement dated February 27, 2019 ("Second Amendment"), for additional services needed to support the adoption of new and/or increased electric and water rates, including but not limited to incorporating such new and/or increased rates into the City's utility billing system;

WHEREAS the City and S&S entered into that Third Amendment to Agreement dated March 29, 2019 ("Third Amendment"), for additional hours to support CIS rate project and an interface/provisioning file between Customer Information System ("CIS") and Meter Data Management System ("MDM"), and increased compensation;

WHEREAS the City and S&S entered into that Fourth Amendment to Agreement dated November 22, 2019 ("Fourth Amendment"), for additional hours needed to support CIS rate project and customization and implementation for the Agricultural Water Budget Rate, and increased compensation;

WHEREAS the City and S&S entered into that Fifth Amendment to Agreement dated December 4, 2019 ("Fifth Amendment"), for additional service hours for bill print changes related to NAC and NAM TOU rate changes, and increased compensation;

WHEREAS the City and S&S entered into that Sixth Amendment to Agreement dated April 9, 2020 ("Sixth Amendment"), to add certain additional use and security guidelines for the performance of the services under the Agreement, with no additional compensation;

WHEREAS the City and S&S entered into that Seventh Amendment to Agreement dated April 9, 2021 ("Seventh Amendment"), for billing system changes pertaining to California Senate Bill 998;

WHEREAS the City and S&S entered into that Eighth Amendment to Agreement dated Febrnary 14, 2021 ("Eighth Amendment"), to include additional services related to Business Requirement Document Riverside - AMI (Automated Meter Infrastructure) Manual Reading;

WHEREAS the City and S&S entered into that Ninth Amendment to Agreement dated December 16, 2022 ("Ninth Amendment"), to include additional services related to upgrading enQuesta operating environment from RedHat Linux v5 to v7 with the creation of a test environment for its use;

WHEREAS the City and S&S entered into that Tenth Amendment to Agreement dated August 1, 2023 ("Tenth Amendment"), to include additional services related to the Delivery and Implementation of iNovah EMV PayConex Module;

WHEREAS the parties now desire to amend the Agreement to upgrade the current enQuesta application to version 6, upgrade web portal and all related services

WHEREAS the Parties wish to amend the compensation to include in an additional amount not to exceed for those additional services.

NOW, THEREFORE, in furtherance of the foregoing premises and in consideration of the mutual covenants and obligations hereinafter set fotth, the Parties hereto, intending to be legally bound hereby, do agree as follows:

1. The Agreement shall be amended to include the additional services for the upgrade of enQuesta and the Web portal as referenced in Exhibits 1 and 2 incorporated herein by this reference.

2. The Compensation for the additional services shall be in the amount of One Million, Three Hundred Fifty Eight Thousand Seven Hundred Twelve Dollars ($1,358,712.00) for the above-mentioned additional services as more particularly described in Exhibit 3 attached hereto and incorporated herein.

3. The City and S&S recognize that circumstances may arise entitling the City to damages for breach or other fault on the part of S&S arising from this Eleventh Amendment. The parties agree that in all such circumstances the City's remedies and S&S' liabilities will be limited

as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

(i) EXCEPT FOR DAMAGES ARISING OUT OF (a) DAMAGE TO TANGIBLE PROPERTY OR (b) INJURY OR DEATH TO PERSONS, BOTH PARTIES AGREE THAT S&S' ENTIRE LIABILITY (UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE FEES PAID TO S&S BY THE CITY UNDER THIS ELEVENTH AMENDMENT PURSUANT TO THE SCOPE OF SERVICES IN EXHIBITS 1 AND 2 TO THIS ELEVENTH AMENDMENT.

(ii) IN ADDITION TO THE FOREGOING, S&S SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF CITY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(iii) EXCEPT AS PROVIDED HEREIN AND EXCEPT AS TO ANY CLAIMS ARISING UNDER INDEMNITY OBLIGATIONS OF THE PARTIES UNDER THE AGREEMENT, CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, RESCISSION OF CONTRACT, OR TORT.

4. Except as expressly set forth herein, all terms and conditions of the Agreement shall remain in full force and effect, and in no event shall any term or condition set forth herein be construed to expand or diminish the Parties' rights and obligations existing as of the Effective Date.

5. In the event of conflict between this Amendment and the Agreement, this Amendment shall control.

6. The Agreement, as amended and supplemented by this Amendment and all prior Amendments not in conflict with this Amendment, constitutes the entire agreement of the Parties

regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, forms and understandings, whether written or oral, related to this subject matter.

7. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed the same instrument.

8. This Amendment is effective as of the Effective Date, notwithstanding the date of the Parties' signatures below.

9. **Exhibits.** The following Exhibits, attached hereto and incorporated herein by reference, from a part of this agreement and need not be signed separately to become enforceable:

a. Exhibit 1 – Riverside enQuesta v6 Statement of Work
b. Exhibit 2 – Riverside Capricorn Statement of Work
c. Exhibit 3 – Riverside enQuesta v6 Upgrade Budgetary Proposal - Final

IN WITNESS WHEREOF, the Parties hereto have caused this Ninth Amendment to Information System Agreement to be duly executed the day and year first above written.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have caused this Eveleth Amendment to be executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: ______________________________
City Manager

Attest: ___________________________
City Clerk

Certified as to Availability of Funds:

By: ______________________________
Chief Financial Officer

Approved as to Form:

By: ______________________________
Deputy City Attorney

SYSTEMS & SOFTWARE, INC., a Vermont corporation authorized to do business in California

By: ______________________________

Todd Richardson

[Printed Name]

Chief Financial Officer

[Title]

By: ______________________________

Adam Smith

[Printed Name]

Executive Vice President

[Title]

Exhibit 1

SYSTEMS & SOFTWARE

Systems & Software, Inc.

enQuesta 6

City of Riverside
Statement of Work for enQuesta v6 Upgrade

Document Version 8.0

March 18, 2025

Revision History

Date	Version	Description	Author
6/28/21	1.0	Initial Draft	Dan Barry
1/3/24	2.0	Updated Initial Draft	Kiley Fletcher
5/10/24	3.0	Updated with responses to comments	Kiley Fletcher
09/26/24	4.0	Business Systems/IT redlined	William Obeid
10/31/24	5.0	S&S response/redline	Kiley Fletcher
12/18/24	6.0	IT Redline	William Obeid
1/24/25	7.0	S&S Response/Redline	Kiley Fletcher
3/1825	8.0	Final	Kiley Fletcher

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1. Project Objectives

enQuesta v6

The City of Riverside and Systems & Software, Inc. (S&S) have agreed to engage in the upgrade of the existing enQuesta Client Information System (CIS) and ancillary modules. Under this arrangement, The City of Riverside will upgrade from their currently installed release of enQuesta v4 to enQuesta v6. Objectives of the upgrade are:

- Establish The City of Riverside on the most current version of enQuesta v6.
- Implement the new features that have been identified within this statement of work.
- Upgrade The City of Riverside to the most recent version of Oracle 19c Database, Linux 8.1, or greater Operating System, and enQuesta Components (i.e.: JBoss/Wildfly, Keycloak, ActiveMQ, Tomcat, etc.). All outdated software components must have a documented mitigation plan, including upgrade timelines, risk assessments, and compensating controls.

The City of Riverside and Systems & Software

The City of Riverside, having its principal offices at 3900 Main St. Riverside, CA 92522, shall be referred to herein as the “Client”. Systems & Software, Inc. having its principal offices at 10 E Allen Street Suite 201 Winooski, VT 05404, shall be referred to herein as “S&S”.

Project Overview

The primary objective of this project is to replace outdated technology with a modern platform that enhances cybersecurity, improves business processes, and significantly elevates the customer experience. This transformation will empower the Client to leverage advanced features and capabilities, ensuring operational efficiency and long-term sustainability.

The duration of this project is expected to be 10 months until Go-live plus 2 months of post-Go-live (before transitioning to Support) subject to change based on the mutually agreed upon project plan.

The Client is estimated to have approximately 125000 active accounts.

2. Purpose of SOW

Products and Services

This Statement of Work (SOW) describes the products and services to be delivered by S&S as well as the responsibilities of both the Client and S&S throughout the duration of the Project.

Cost, Schedule, and Scope

S&S and the Client agree to cooperatively manage the cost, schedule, and scope of the project. Project scope is limited to the tasks and deliverables identified in this SOW. Items not specifically detailed in this SOW are to be considered out of scope.

All costs associated with third-party hardware and/or software will be subject to the current rates of the third-party vendor at the time an order is placed. Maintenance for third-party software shall commence at the time the order is placed.

Labor Rates

If the need for additional services is required throughout the Project due to scope change, additional labor rates will apply. Labor rates for additional services will be billed at the 2024 fixed hourly billable rate.

Change Control

Both the Client and S&S agree to reserve the right to enter into negotiations covering items currently known to be outside of scope or not yet currently defined using the S&S Change Control Plan procedures. Any potential changes will be subject to the City's executive steering committee governance, including scope, cost, and schedule controls. Steering committee authorization will be required for all changes, which may lead to a Change Order to this project or a separately defined project. Change Orders will be evaluated for impact to cost, schedule, project risk(s), and resources.

Project Milestone Acceptance Process

The acceptance procedure for all Project Milestones will be as follows:

When a Milestone is complete, S&S will conduct a detailed walkthrough of the milestone with the Riverside team members that are appropriate given the milestone length and complexity. Riverside may choose to waive this walkthrough. The intent of this walkthrough is to confirm that the milestone is correct and complete. Walkthroughs can consist of document reviews, design reviews, presentation reviews, program demos, or other activities to confirm that the milestone is ready for Riverside acceptance.

After the walkthrough with Riverside, Riverside will have up to five (5) business days to accept the milestone. The Acceptance Form should be physically signed and archived with the project documentation in the project tracking tool. If signed acceptance is not received before the time allowed lapses, then acceptance will be deemed to have occurred.

If Riverside is not able to approve a milestone, Riverside will provide S&S with a detailed description of what the deficiencies of the milestone are, via the defect-tracking tool. If required, the parties will meet to discuss the deficiency of the milestone in detail. S&S will then provide a plan to remedy the deficiencies, and this process will start again.

3. enQuesta v6 Product New Features

Functional Area	Feature
enQuesta Security	enQuesta v6 provides the following cross-platform enhancements related to SSO (Single Sign-On) authentication: This authentication method allows users to access multiple applications and websites with a single set of credentials. Presentation-level integration: This feature ensures seamless integration of the SSO authentication process into the user interface of enQuesta v6. enQuesta supports direct integration with LDAP (Lightweight Directory Access Protocol), Microsoft AD (Active Directory), or integration with Azure AD over SAML2. An LDAP server is built into enQuesta (in case the utility does not already have LDAP installed). With no client to install, OS users are not required. - If the user runs the application from a system which is already logged into the directory service, enQuesta does not prompt for authentication, and SSO capabilities are achieved.
Security	**Enhanced Report & Interface File Management (ERC 2.0)** Menu-based report and interface file management functions using menu "folders" subject to the same operator/group security controls used to limit access to enQuesta programs. Instead of having to leave enQuesta and go to another tab to view enQuesta-generated reports, this function is now available within the enQuesta menu. Configurable No-Access, Full-Access, or Inquiry-Only access to Report File Management and Interface File Management via routine group-level or operator-level security enQuesta Security setup.
Inquiry & Navigation	Redesigned System Navigation and New Menu System New inquiry design with configurable views, billing history redesign and ability to search and launch programs by key word search (in addition to fast paths).
File Transfers	Scheduling SFTP Transfers in Job Scheduler User can now schedule SFTP file transfers to happen at specific date and time in Job Scheduler.
File Transfers	File Upload/Download in enQuesta Users now have the ability to upload and download (interface) files to and from enQuesta using the enQuesta application, this file transfer is secured via HTTPS protocol (instead of using desktop file transfer scripts or SFTP clients). Multiple files can be specified at once.

Job Scheduler	New Run Sheets Available The following enQuesta run sheets are now available in Job Scheduler. Collections Run Sheet (for notices & shuts) Promise to Pay Break Routine Installment Break Routine Credit Fund Transfer Run Sheet Budget Break Run Sheet Budge Review Run Sheet Calendar Based Collections Run Sheet Cash Month End Month End Cognos BI SFTP Upload/Download Deposit File Print (report) Cash Run Sheet Daily Update GL Interface Run Sheet (calc/prt/upd) HH WO Create Run Sheet Inactive to Active Credit Run Sheet Payment file upload Create ACH File Deposit Interest Run Sheet Deposit Auto-refund Run Sheet Credit Refund Run Sheet Work Order Update Run Sheet Work Order Control Sheet Write off Run Sheet Recurring Billing Run Sheet IDB Run Sheet Send Bill Is Ready (replaces send EBPP) (Emal only, not SMS text)Send Payment Reminder & Past Due Notifications (Emal only, not SMS text)Send High Bill/Usage Notifications (Emal only, not SMS text) Abill Run Sheet (Billing Adjustment Run Sheet)
Job Scheduler	Billing Recurrence You can now schedule one job once in Job Scheduler to run the billing run sheet automatically in accordance with your daily/weekly billing schedule. The billing schedule must be imported into enQuesta in CSV format.
Credit & Collections	Calendar Based Collections This feature enables utilities who would otherwise need to run many different collections processes individually each day to run them all from a single run sheet. Because individual notice events no longer need to be run individually, Calendar-Based Notices functionality can dramatically minimize the time and effort associated with running the notices, scheduling multiple jobs, and keeping track of details such as "Last Notice Sent Date." Whereas running Billing Collections Events alone still requires you to discern and initiate the scheduled runs prompted on your configured events calendar, Calendar-Based Collections "just knows" on the day it is run which notice types need to be run - and it runs them. RPU currently runs delinquency based off the “notice generation date.” S&S acknowledges this is field equivalent to using the “last notice sent date.”
Credit & Collections	C&C Flexible Installment enhancements Additional configuration has been added to: - Allow for down payments to be required by AR or broken agreement range

	- Allow for number of payments to be driven by AR - Allow for payments to be required before agreement is established - Have different rules for API vs. CSR installments.
Customer Service Notifications	Expanded Report Code Functionality Report codes can now easily apply to all applications. They can have start and stop dates and apply as exclusions and inclusions to billing rate, penalty, collection notice and shut off processes. New Notification Types Added The following notification types have been added to the existing email/text/voice notifications engine to be run either from scheduler or the enQuesta menu without the need of a work order: - Payment Reminder (notification that can be sent X days before the billing due date) - Overdue Notice (notification that can be sent X days after the billing due date) - High Bill Warning (notification that can be sent X days before next bill date) - High Usage Warning (notification that can be sent X days before next bill date)
Billing	Billing Run Sheet Speed Enhancements By allowing multiple partitions of a single program to run simultaneously, enQuesta now demonstrates significant performance improvement in the Billing Runsheet programs. Essentially, we took one single threaded process and broke it up into multiple smaller processes to improve efficiency. For example, if a Billing Calculation, Print, and Update process formerly required 6 hours run as a single process, it is now typically cut by two thirds to 2 hours by running five simultaneous processors instead. Benefit: Faster, more efficient billing. Note: This feature requires sufficient processor, memory, and licensing (such as COBOL) capabilities. This is included in the upgrade pricing
`Billing	BCE (Billing Collection Event) Enhancements Enhancements have been made to the billing and collection event scheduling tool to allow for multiple due dates to bill with one billing run if different due dates or collections timelines apply to different property class and tax districts.
Billing	Can ABILL Using Different Rate User can now select whether to use the rate in history or currently on the account when doing an ABILL adjustment. Previously, you were limited to using the rate from history.
Billing	Can Send a Letter with ABILL Adjustments A document designer adjustment letter can now be configured to be send for each ABILL adjustment performed.
Billing	**Neighborhood (Virtual) NEM** The Neighborhood Net Metering option if used, enables utility customers to elect to distribute among other customers shares of the credit dollar amount generated from their own excess solar generation. By default, a net metering customer receives 100% of their excess kWh as a credit. Customers can elect to allocate a certain percentage of this credit to one or more other customers. Neighborhood Net Metering is a PUC-sanctioned method for a high-generating Net Producer account to proportionally distribute their excess kWh compensation credit among other utility accounts they select.
Billing	Billing Validator Enhancements Enhanced and expanded the validator routine and reporting to make it easier to understand and added new error checks.

Customer Service	External-Document Upload Tool Allows users to upload documents or most file types created outside of enQuesta (e.g., contracts, identification cards, photos, permits, etc.) to be uploaded to enQuesta and associated with accounts in inquiry.

3.1 Additional Scope:

Agriculture Rate Modification

Scope included in 28741 will be delivered as part of the v6 upgrade

ERC 2.0

ERC 2.0 will be implemented as part of the v6 upgrade. Scope of services to include:

- Overview of new ERC and how it works
- Identify current ERC folders to be mapped to new secure folders
- Identify user access for each folder
- **Configuration and Security Set up**
- **Route all folders to reside in the new secure folder**

Assumptions:

Customer will provide appropriate resources required to document folder mapping and user security

Out of Scope:

Additional secure folder creation outside of standard reporting folders

Neighborhood (Virtual) NEM

S&S will implement Neighborhood (Virtual) NEM as designed as part of the v6 upgrade. S&S will work with Riverside to train and implement this new feature. Enhancements to its current function and design are out of scope.

Optional New Features in Scope:

EnQuestaChat

Capricorn Customer Self Service

4. Interfaces and Customizations

The following represents a list of interfaces that will be ported forward to enQuesta v6. S&S will incorporate all existing customizations into new versions. S&S and Riverside will work together to document existing customizations

Vendor	Interface	API or Batch	API 2.0 or Legacy API	Basic HTTPS or BTB Cert Authentication?

PragmaCad	Mobile Work Orders	API		
iNovah	Cashiering (real time payments)			
KUBRA	Real time payments	API		
KUBRA	IVR Inbound	API		
KUBRA	active file Outbound	Batch		
KUBRA	Bill file transmission	Batch		
KUBRA	Webconnect SSO	API		
iTron	Meter Reading Upload	Batch		
iTron	Meter Reading Download	Batch		
AMI	Multispeak MS_CC_Webservice, Multispeak Async Receiver, Multispeak 4.15 Notification	API		
BCC	Bill Print .txt file for postal sorting	Batch		
	Standard Payment File Upload	Batch		
	ACH draft	Batch		
	GL Interface export	Batch		
Equifax	Credit Score	manual		
Tantalus TuNet	Meter Provisioning file amixfr.sh	Batch		
UWAM	Mobile Work Orders	API		
	Credit Refund worktables fcicreditrefund	Batch		
	Collections file export /xfr/col	Batch		
	Agriculture Budgets	Batch		
Cedar	ENQ Collection file export	Batch		
	GIS	Batch		

5. S&S Access to enQuesta Servers & Databases

S&S must have host server access to all v6 environments throughout the lifetime of a project. This begins with the v6 provisioning and continues through go-live weekend. More specifically, S&S requires:

5.1.1.1 Access can be granted in non-live enQuesta environments and will be revoked when the environments go live.

5.1.1.2 Root access for OS provisioning.

5.1.1.3 Direct access to ansible service account with sudo permission for servers provisioning and code deployment.

5.1.1.4 S&S typically requires root access for project tasks. Any project delays based on limited access required to perform upgrade tasks will result in a change order to extend project timeline,

5.1.1.5 Access to svrvdef, webfast, usercomp enQuesta service accounts to perform enQuesta application maintenance.

5.1.1.6 Full enQuesta application access to all environments using S&S standard users (enqadmin, enquser,ssiadmin) to preform v6 application configuration, testing and troubleshooting tasks.

6. enQuesta v6 Security Architecture New Features

The following security architecture enhancements are required with the delivery and implementation of the enQuesta v6 solution.

Web Application Firewall (WAF)-- Riverside will utilize their own instance of Cloudflare in lieu of the Web Application Firewall typically installed by Systems & Software

Enterprise Service Bus (ESB) – S&S will install an ESB that will expose enQuesta APIs using ESB Proxy service. This will enforce authentication one of two ways for each API (i.e., APIs may have no authentication now, but will have to choose one of the following methods going forward on v6):

- Basic HTTP authentication with a username and password.
- B2B SSL certificate (allows authentication only between parties with valid certificate)
  - S&S generates certificate and provides to vendor (note that this is separate from enQuesta application SSL certificate described below.)

See Figure 1 below for full application network diagram and Figure 2 for zoom in of Internal Zone to identify ESB.

SSL Certificate (for enQuesta application servers, separate from B2B SSL certificate) – We need to Install an SSL certificate on enQuesta application servers (Prod, Train, Test, etc.) and disable HTTP access.

Documentation for SSL Certificate installation will be provided

Impact to the Client:

The use of v6 WAF and ESB as shown in the diagrams below will have the following impact on third-party interface vendors. Client is required to inform third-party vendors of the following information in case there are costs associated with conforming to the new v6 architecture. Riverside implemented its own Nginx solution instead of ESB for AMI interfaces which will remain as is Riverside will perform any major upgrade of the software, but the current architecture is expected to remain unchanged.

6.1.1.1 enQuesta endpoint URLs may change (even if same enQuesta legacy API is being used) in case any of Client's 3rd part vendors have the endpoint URLs hard coded.

6.1.1.2 HTTP protocol with or without user/pass is no longer supported when connecting to enQuesta API endpoints, only HTTPS will be supported. .

6.1.1.3 Connection to enQuesta API endpoints via HTTPS Basic Authentication or B2B certificate is supported.

6.1.1.3.1 HTTPS Basic Authentication is supported only if third-party vendor server(s) are in the Internal Zone of the Client's network as shown in Figure 1.
6.1.1.3.2 Authentication using a B2B certificate is required if third-party vendor server(s) are outside the Client's network, accessing enQuesta from the Internet Zone (i.e., public) as shown in Figure 1. B2B can also be used in the Internal Zone.

Re: the SSL certificate for the enQuesta application servers, there are two options for installing the certificate:

6.1.1.4 *Preferred S&S Solution* – S&S prefers to install a wildcard enquesta.io certificate.

6.1.1.5 The other option is for the Client to provide S&S with an SSL certificate with their own domain.

Figure 1

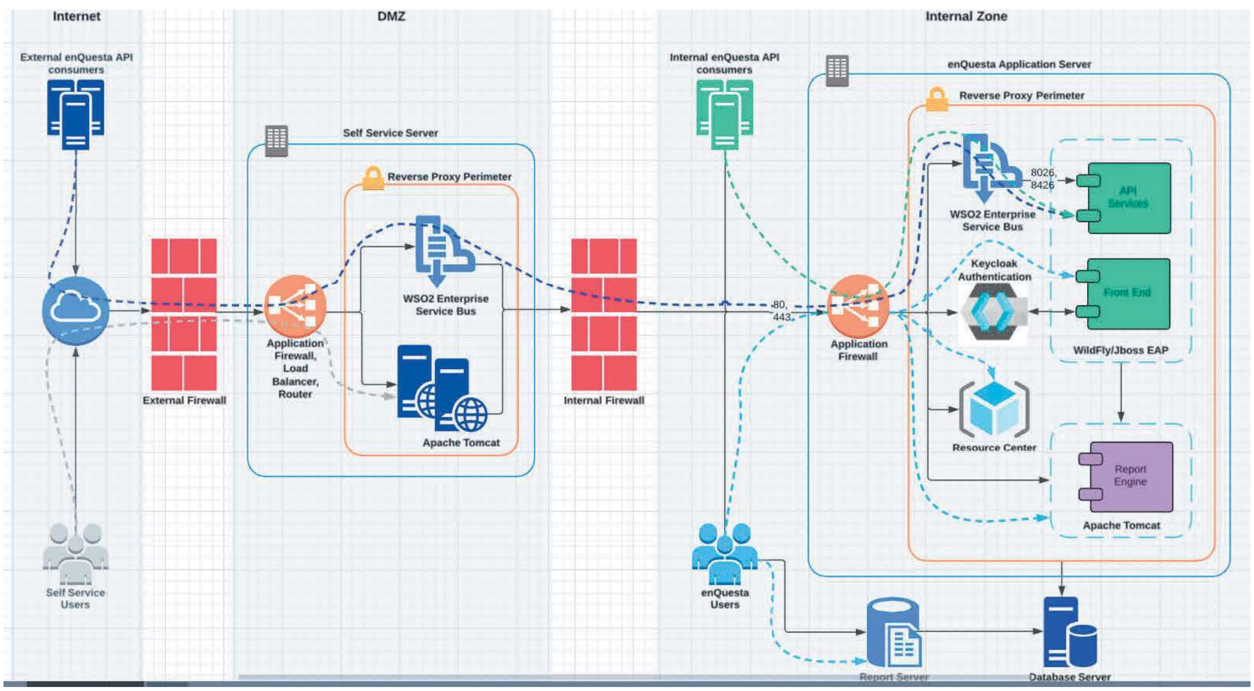
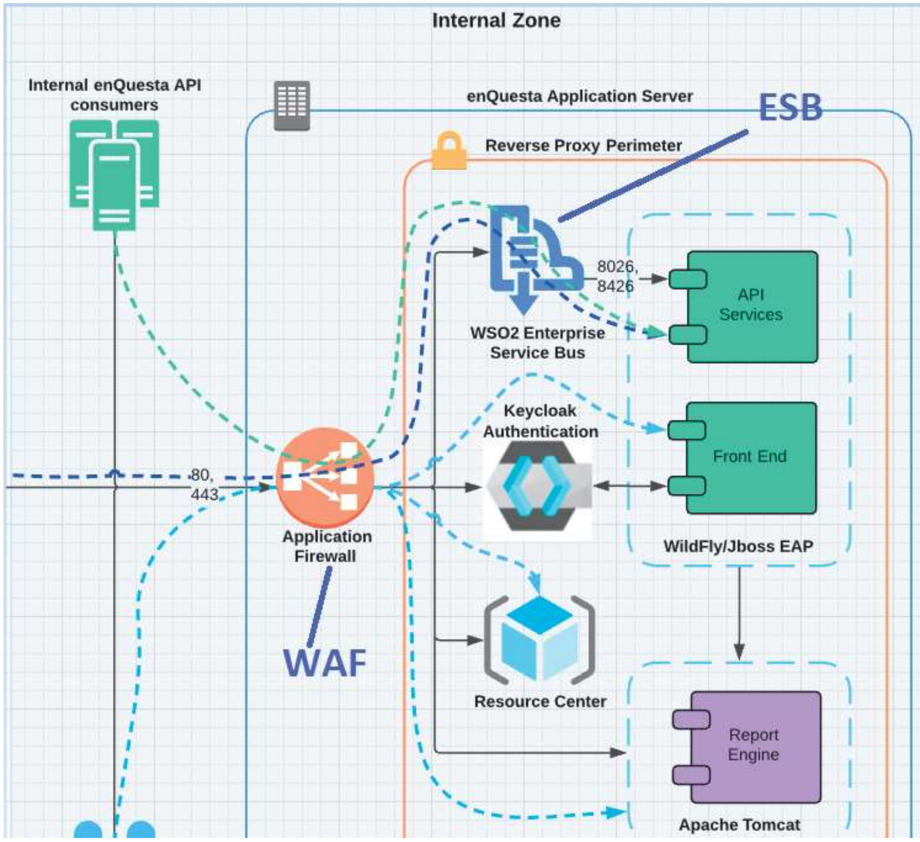


Figure 2



FTP Security Changes - Incoming FTP traffic is no longer allowed; however outgoing SFTP traffic is allowed to put or get files from vendors.

Impact to the Client:

6.1.1.6 The Client currently connects to enQuesta servers via ~~FTP~~ to transfer upload and download files among enQuesta users, vendors and the enQuesta application. These file transfer processes clearly need to remain in place to support the function of ongoing Utility business, however the method will be replaced with one of the following for each batch interface depending on the current process.

6.1.1.6.1 enQuesta manual file upload via enQuesta application (instead of FTP client or .bat script)
6.1.1.6.2 enQuesta manual file download via enQuesta application (instead of ~~FTP~~ client or .bat script)
6.1.1.6.3 Job Scheduler file upload
6.1.1.6.4 Job Scheduler file download
6.1.1.6.5 LFTP (~~ftp~~/scp/sftp)/cron (S&S to help configure**)
6.1.1.6.6 Wget/curl(~~HTTP~~/HTTPS)/cron (S&S to help configure**)

*** S&S will configure at least one LFTP or wget cron job for Client. If more are required for multiple interfaces, Client will configure using the S&S configured job as a template.*

Cash API (CashServices) Change – This applies to Clients using a real-time payment processor that does not support API 2.0 yet. The customer will require to contract with Kubra for any project work required to support the change to API 2.0. This is not included in the scope of this project.

Impact to the Client:

~~6.1.1.7~~ The Client must inform vendor(s) to make changes needed to connect to API via new authentication method. A statement of work will be required between Riverside and Kubra to accommodate API changes and is outside of the scope of this contract.

V6 Deployment and Maintenance Release Process

6.1.1.8 The client will be required to adhere to the enQuesta v6 standard Git / Ansible release model. This will require clients to test and deploy maintenance releases no less than once per quarter. Additionally, these Ansible scripts will be provided by S&S to the City to assist with the release deployment of the enQuesta environments. This ensures that the scripts provided to the City are explicitly available, aligning with the City's requirement to adhere to the release model while supporting the maintenance of the City's environment.

7. Attachments to the SOW Include

Attachment A – Capricorn Scope of Work

8. Initiate & Analysis Phase

Phase Overview

Initiate

- Establish project goals and procedures
- Put Project Infrastructure in place
- Plan for testing and configuration of New Features and process changes

Activities

- Project team assembly
- Project Management Plan created
- Project kick off
- New features and Customer enQuesta challenges & pain points review
- System hardware & software installation
- Develop testing strategy
- Complete user training matrix and conduct training requirements analysis

Phase Deliverables & Key Milestones

Phase Deliverable & Key Milestones	Deliverable Type	Delivery Ownership		Acceptance Ownership	
		S&S	Client	S&S	Client
Project Team Assembly	Action	X	X	X	X
Completion of Onsite Kick off Meeting	Action	X			X
Data mapping sessions	Action	X			X
New Features Review	Action	X			X

Client enQuesta Challenges & Pain Points Review	Action	X	X		X
V6 New Features & Data Mapping Workbook	Excel	X			X
Project Management Plan	Doc	X			X
Delivery of enQuesta v6 Environment	Action	X			X
Testing Strategy Document	Doc	X	X		X
Complete User Training Matrix	Excel	X	X	X	X

Project Team Assembly / Staffing Requirements

8.1.1 Project Manager

8.1.1.1 Both the Client and S&S will assign Project Manager(s) (PM) for the duration of this project, including the 60-day post Go-Live period, as defined in this SOW. Each Project Manager shall have decision making authority and be the central point-of-contact within their respective organization. The project manager(s) have the authority to make decisions regarding daily project activities and will be responsible for engaging the Executive Steering Committee for project impact decisions.

8.1.1.2 S&S Project Management activities will be carried out both onsite and remotely.

8.1.1.3 Project Management is comprised of the following responsibilities and associated activities: Scope Management, Change Management, Resource Management, Communication Management, Issue Management, and Relationship Management.

8.1.2 Executive Sponsor

8.1.2.1 S&S will assign an Executive Sponsor for the duration of this project. The Client must also assign an Executive Sponsor. This ensures the needs of all parties are being met. Executive Sponsors shall interact and/or meet on a mutually agreed upon basis and may engage on any type of issue.

8.1.2.2 An Executive Steering Committee will be established, consisting of representatives from both S&S and the City of Riverside, including their respective Executive Sponsors. The responsibilities of the Executive Steering Committee include:

8.1.2.2.1 Approving planned work prior to the initiation of each phase.

8.1.2.2.2 Conducting minimum quarterly steering committee updates, co-led by the S&S and City Project Managers, to review completed work, backlog, budget and progress metrics, risk, and scope questions.

8.1.2.2.3 Requiring Executive Steering Committee approval for any changes to scope, cost, or time.

8.1.2.2.4 Reviewing issues, defect logs, and mitigation efforts.

8.1.3 Project Team

8.1.3.1 Both S&S and the Client will be responsible for assigning a Project Team of qualified resources to cover all aspects of the project, including but not limited to Project Management, Subject Matter Experts (SMEs), and Technical Experts. Qualified Resources are those individuals that have expert knowledge of today’s environment and are able to think outside the box.

8.1.3.2 Proposed areas of expertise include:

Project Management
IT (Hardware, Network, Peripheral Devises)
Conversion
Training
Business Processes / Functional SMEs
Interfaces
Testing
Reporting

8.1.3.3 All project team members are expected to be empowered to make decisions regarding system configuration and business process rules.

8.1.4 Project Room

8.1.4.1 It will be necessary for the Client to establish a Project Room for use throughout this project. The Project Room must accommodate the S&S Project Team while onsite to conduct non-training activities, such as Business Process Analysis, Testing, etc.

8.1.4.2 The Project Room must have, power sources, network access, internet access, a telephone, and a networked printer. The S&S Team must have access to the enQuesta server while on-site.

Project Kick Off

8.1.5 The project kick off will take place following the upgrade contract signing. This is typically an event that can be executed in a single business day. The S&S team will review the following items with the client:

- Review initial project plan schedule.
- Project SOW Review – define key tasks, deliverables, interfaces, and testing expectations.
- Define project structure and lines of communication.
- Hardware and software specifications review, as well as procurement expectations review

New Features & Client EnQuesta Challenges / Pain Points Review

8.1.6 After Project Kick Off, the S&S team will hold deeper dive discovery sessions on the following topics to determine the appropriate configuration for the v6 system. Upon conclusion of these sessions, the system will be configured and prepared for the testing phases of the v6 upgrade. The timing of the sessions and configuration will be aligned with key project milestones and will be determined by the size and complexity of the upgrade.

- Demonstrate and review what functionality has changed from current v4.5 to v6.
- Conduct data mapping sessions to make decisions on how certain data elements will convert into the new v6 database structure. Data cleansing opportunities and tasks will follow these sessions.
- Review existing Client challenges and pain points with current enQuesta processes to identify additional configuration (changes) that could be done as part of the upgrade. Note this is not a full BPA assessment in each of the functional areas. S&S will review the enQuesta processes identified by the Client in advance of this discussion. This activity is designed to help S&S identify areas where we can help improve the software and or configuration for improved Riverside customer experience. Review any existing interfaces that need to be brought forward with v6.
- S&S will provide documentation to the Client (v6 New Features & Data Mapping Workbook) after the Data Mapping Sessions, Client challenges and pain points review and the New Features review sessions to document the new processes and configuration that will be implemented.
- Documentation request for current list of users, training needs, and security groups

Development of Joint Project Management Plan

8.1.7 The Project Management Plan describes how the project will be managed and is necessary in defining, preparing, integrating, and coordinating all subsidiary plans and processes as part of S&S's Implementation Methodology. The Project Management Plan will be reviewed and finalized during the Kickoff.

8.1.8 The Project Management Plan integrates all tasks S&S requires in order to manage the project and will be the primary source for information for how the project activities will be planned, executed, monitored, and controlled, and closed. The Client might require additional tasks, such as customer communications or internal process review, but these tasks will not be reflected or tracked in the Upgrade Project Plan. Following is a list of responsibilities included with the management of the Project Management Plan.

8.1.9 Scope Management

8.1.9.1 Scope management is the act of managing the project, its associated deliverables, activities as defined in this SOW, and all contract documents. Proper scope management ensures that the project plan is executed according to the timeframes and budget defined for this project. Any scope not defined in this SOW will follow Change Control Plan procedures.

8.1.9.2 The S&S PM will update the project schedule on a monthly basis and submit it to the Client PM(s) for review and approval. Regular Project Team meetings will be held weekly via conference call.

8.1.9.3 The S&S PM is responsible for ensuring the day-to-day activities are being carried out in a manner consistent with defined project objectives, industry standards and contractual obligations.

8.1.9.4 The Client PMs are responsible for ensuring the day-to-day activities are being carried out in a manner consistent with defined project objectives, industry standards and contractual obligations.

8.1.10 Time Management

8.1.10.1 Time Management is the process of estimating, scheduling, and tracking project activities**.** The overall project schedule will be managed by the S&S Project Manager to ensure that the project is delivered in a timely manner. All the critical path items will be managed closely by the S&S PM and Client PMs in their respective areas of responsibility.

8.1.11 Resource Management

8.1.11.1 Resource Management is the responsibility of both the S&S PM and the Client PM's. Each PM is responsible for the oversight and management of the project team members from their respective organizations which may include employees, contracted consultants, and vendors.

8.1.11.2 The S&S PM will manage S&S resources; the Client PM's will manage Client resources, and third-party vendors.

8.1.11.3 At no time shall S&S become involved with the oversight or scheduling of Client resources or the Client's third-party vendors.

8.1.11.4 It is the responsibility of each PM to ensure proper resources are available as scheduled in the project plan. This includes, but is not limited to, attendance in training sessions, team meetings, and conference calls, as well as participation in analysis, testing, and all other project activities.

8.1.11.5 Changes to the project timeline or the project plan that are due solely to the Client and/or the Client's third-party vendors may result in a change of scope and be subject to Change Control Plan procedures. If S&S is solely responsible for a change to the project timeline, a zero dollar change order will be executed in order to reset the project timeline

8.1.12 Change Control Management

8.1.12.1 Change Management is the process whereby out of scope requests or requirements are documented, analyzed, assessed for impact on the project and submitted for approval on mutually agreed upon Change Management Control.

8.1.12.2 The Client Project Managers will initiate an S&S Change Request Form which commences the Change Management process. The initial Change Request will be delivered to the S&S PM for consideration of the following: any possible resolution plans, resource requirements, impact to schedule, proposed timeline, and cost.

8.1.12.3 For all approved changes, the S&S PM will update the project schedule with the additional scope of work including project tasks, durations, and assigned resources. These tasks will then be managed as part of the overall project.

8.1.12.4 S&S may suggest that some Change Requests be managed outside the scope of the original implementation. This project decision will require the mutual agreement of the parties.

8.1.12.5 For those Change Requests that have financial ramifications, Payment Milestones will be reviewed, and suggested modifications proposed by the S&S PM. Such proposed Payment Milestone changes shall be subject to the approval of the Client.

8.1.13 Test Strategy

8.1.13.1 S&S will deliver a test strategy document that will outline the goals of the following three test phases: Functional/Integration Testing, User Acceptance Testing (UAT, executed after the Mock Go-live Conversion) and Go-live Testing. Dates will be scheduled for each of the three test phases in the Project Plan. The Client is responsible for creating day-by-day and week-by-week detailed testing schedules for Client resources (to determine which test scripts will be executed) for each of the three test phases.

8.1.13.2 S&S will load standard enQuesta test scripts into a client specific area in the SpiraTest online testing tool. The Client is responsible for customizing these test scripts and adding any additional ones required (e.g., Client specific interface test scripts). Training will be provided on how to use the SpiraTest tool to manage test script editing/creation.

8.1.13.3 Once the new enQuesta system is launched and the Client's end users are trained on the new features during Core Team training, the Client will begin the Functional/Integration test phase.

8.1.13.4 UAT is a formalized 1-2 weeks of testing (to occur immediately after the Mock Go-live conversion) in which the S&S implementation team will be onsite assisting the Client with "day in the life" testing, or executing daily jobs, run sheets, updates and interfaces in enQuesta. The S&S PM will provide a sample test schedule and will jointly customize it with the Client PM to list all of the major business processes typically run in a 1–2-week period. The Mock Go-live conversion and UAT together are referred to as Simulation.

8.1.13.5 UAT user feedback will be captured into SpiraTest . S&S will be responsible for tracking issues, resolving the issue, and moving it back into re-testing. Riverside will sign-off on UAT prior to go-live sign-off. Showstopper and High incidents will be resolved prior to go live unless otherwise agreed upon by both S&S and Riverside.

8.1.13.6 The final testing event will occur the day before Go-Live. After S&S brings up the new enQuesta system and completes initial smoke testing, the Client will be responsible for final testing before providing the final approval to launch. The S&S implementation team will be onsite to assist in testing.

8.1.13.7 GK: Go/No Go Executive steering committee presentation

8.1.14 Go-live

8.1.14.1 Any defects, system configuration deficiencies, and issues discovered after go-live will be captured n Jira. S&S will be responsible for tracking issues, resolving the defect/system configuration deficiency and coordinating production fixes to be implemented with coordination from Riverside.

8.1.15 Relationship Management

8.1.15.1 Relationship Management is the responsibility of the Project Managers. The S&S PM will serve as the central point of contact for all Client project-related needs. The Client PM's will serve as the central point of contact for all S&S project-related needs. The S&S and Client PMs are responsible for managing the project to the deliverables specified in this SOW and contract documents. Implementation issues are the responsibility of the S&S Project Manager and supported by the S&S Implementation Team until the end of the 60-day Post Go-Live Implementation Support Period when the support services are transitioned to the Support Desk. Consulted and

System Hardware and Software Installation

8.1.16 Hardware and Third-Party Software Requirements

enQuesta

Production Environment

enQuesta Production App Server	
Infrastructure	
Cores / vCPUs	10
RAM (GB)	128
Storage (GB)	250
Software Licenses	
Operating System	RHEL 8

Primary enQuesta DB Server	
Infrastructure	
Cores / vCPUs	10
RAM (GB)	128
Storage (GB)	850
Software Licenses	
Operating System	RHEL 8
DB License	Oracle

Train Environment

enQuesta Train App Server	
Infrastructure	
Cores / vCPUs	10
RAM (GB)	128
Storage (GB)	250
Software Licenses	
Operating System	RHEL 8

Secondary enQuesta DB Server	
Infrastructure	
Cores / vCPUs	10
RAM (GB)	128
Storage (GB)	2550
Software Licenses	
Operating System	RHEL 8
DB License	Oracle

Test Environment

enQuesta Test App Server	
Infrastructure	
Cores / vCPUs	10
RAM (GB)	128
Storage (GB)	250
Software Licenses	
Operating System	RHEL 8

For on-premise installation, we recommend the Oracle database be installed on a physical server.
S&S recommends buying the fastest RAM available for this server.
We also recommend filling all RAM slots available to the CPU(s) installed to maximize throughput.
S&S recommends buying the most current Xeon Gold or other equivalent processors.
Why buy Xeon Gold or better

	Production Environment	Train Environment	Test Environment
Cognos	Cognos Production App Server		Cognos Test or Train App Server
Capricorn	Capricorn Production App Server; Capricorn DB Server	Capricorn Test or Train App Server	

Cognos

Cognos Production App Server	
Infrastructure	
Cores / vCPUs	6
RAM (GB)	32
Storage (GB)	600
Software Licenses	
Operating System	Windows Server 2019

Cognos Test or Train App Server	
Infrastructure	
Cores / vCPUs	4
RAM (GB)	16
Storage (GB)	300
Software Licenses	
Operating System	Windows Server 2019

Capricorn

Capricorn Production App Server	
Infrastructure	
Cores / vCPUs	4
RAM (GB)	32
Storage (GB)	150
Software Licenses	
Operating System	RHEL 8

Capricorn Test or Train App Server	
Infrastructure	
Cores / vCPUs	2
RAM (GB)	16
Storage (GB)	150
Software Licenses	
Operating System	RHEL 8

Capricorn DB Server	
Infrastructure	
Cores / vCPUs	4
RAM (GB)	32
Storage (GB)	550
Software Licenses	
Operating System	Windows Server 2019
DB License	MS SQL 2019

8.1.16.1 The following sections list the hardware, network, and software requirements for the enQuesta solution. The server and environment specifications are defined at contract signing so that establishing the project infrastructure can start as soon as the contract is signed. The Client is required to ensure the hardware is in place, setup and ready for S&S Base Solution installation (i.e., enQuesta) at the time of project kickoff. While S&S will make every effort to work around hardware not being available at project kickoff, delays in hardware could result in schedule delays and change orders.

8.1.16.2 If the Client purchases hardware independently, the order and delivery schedule must fit within the critical path identified in the project schedule.

8.1.16.3 PC Client Requirements:

The City of Riverside may have greater minimum workstation requirements.

MINIMUM WORKSTATION REQUIREMENTS
(Desktop or Laptop)

WORK STATION	RECOMMENDED SYSTEM
Operating System	Windows 10, Microsoft Office 365 or 2016
Processor	7th Generation Intel® Core i7™ Processor or equivalent
RAM	8GB Minimum, 16GB+ Recommended
Screen Resolution	1080P (1920 x 1080) Resolution
Disk	100 MB (free)
LAN Speed	100 Mbps
Browser	IE11**
PDF Viewer	Acrobat Reader (latest ver. at the time of installation)

** IE 11 Compatibility View settings turned on.

Please note that S&S does not offer support related to Windows and other PC desktop system support, communications, or infrastructure support.

8.1.16.3.1 S&S shall ensure the system runs and is fully supported on Windows 11.

8.1.16.4 Third-party Software

8.1.16.4.1 With the initial configuration of the hardware, all core vendor operational software must be installed and configured. Once the installation and configuration has been completed, the functionality of this software will be tested.

Client Responsibilities

8.1.16.5 The Client will be responsible for the server footprint (hardware enclosures, power, etc.) and will provide the necessary space within their data center to accommodate the hardware configuration.

8.1.16.6 The Client will provide a stable hardware and network environment and a minimum of one (1) System Administrator to support and maintain the network related hardware and software. All production network connections must be hard wired; wireless connections are not suitable for enQuesta production operation.

8.1.16.7 The Client will meet the minimum system requirements as defined in this SOW.

8.1.16.8 The Client will follow mutually agreed upon back-up procedures. Back-ups will include the entire server including program files, database and system files as S&S recommends and instructs.

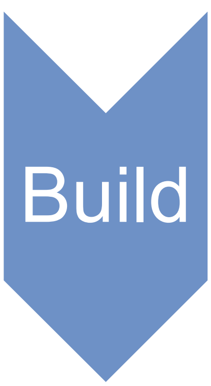
8.1.16.9 The Client will provide an uninterruptible power supply (UPS) capable of supporting the application and database servers and hardware for a period of time long enough to support normal shut down, running on battery backup power.

8.1.16.10 The Client will provide connectivity to the enQuesta server (or servers if the Client either a) has or will have both a Production and Train server or b) has or will have both a Production Application and Production Database server).

~~8.1.16.11~~ The City's provided and established secure remote access solution SecureLink SecureLink DNS aliasing will be configured to allow S&S to connect to RIV onsite server infrastructure and web services using the preferred DNS names only. Connections using SecureLink provided IP addresses will not be acceptable. Riverside must treat SecureLink access issues with the highest priority. Delays in S&S access to Riverside due to login issues could delay the project therefore resulting in a Change Order. The S&S preferred network connection would be at least 1.5Mbps with all servers put into a DMZ. Given the number and diversity of Clients requiring support from S&S, each with varying networking infrastructures, support of software-based VPN clients is not a viable option for this project. If the Client does not currently have one of these hardware solutions in place, they will assist S&S' Network & Security Personnel with the implementation and testing of one.

9. Build Phase

Phase Overview



- Install S&S Base Solution (enQuesta) on Customer servers
- Performa data mapping and cleansing activities
- Execute test conversions
- Configure new features and process changes
- Update interface and Customer-specific modifications to be v6 compliant
- ~~Existing Cognos reports converted for new version (enQuesta Analytics)~~

Activities

- enQuesta installed on Customer servers and environments (e.g., prod, test, train). These are newly provisioned servers used for the upgrade projects and do not affect current test/train/prod.
- Hold data mapping sessions to map existing data to some new features (e.g., device normalization, notifications), cleanse data as needed
- Execute test conversions
- Configure enQuesta production and test systems for new features and process changes identified during initiate and analysis phase
- Update interfaces, Customer-specific modifications and Cognos reports to be v6 compliant

Phase Deliverables & Key Milestones

Phase Deliverable & Key Milestones	Deliverable Type	Delivery Ownership		Acceptance Ownership	
		S&S	Client	S&S	Client
enQuesta installed on Client servers and environments	Action	X			X
Data cleansing	Action		X	X	
Execute test conversion	Action	X			X
Configure enQuesta production and test systems.	Action	X			X
Update existing interfaces and Client-specific modifications for v6	Action	X			X
Convert existing Cognos reports to SQL	Action				X

enQuesta Database and Software Installation

Once the Client hardware and network configuration is in place, S&S will install and unit test enQuesta on each of the Client's current environments (e.g., prod, test, train).

Data Cleansing

The Client is responsible for any data cleansing activities that result from the data mapping sessions. Data mapping decisions and lists of data elements that need cleansing will be documented in the v6 New Features & Data Mapping Workbook.

Execute Test Data Conversions

S&S will take full responsibility for data conversion with exception of the following Client activities:

- Providing clean data.
- Working with S&S to ensure reliable access to data sources and required Client resources as needed.
- The Client will run and provide S&S copies of the billing, trial balance and deposit reports prior to each conversion.

Data to be converted.

9.1.1.1 All data as currently exists in the enQuesta system. This deliverable will be comprehensive, ensuring that all existing production database instances can be permanently shut down after the migration, as the data will be converted to the enQuesta 6 database.

9.1.1.2 Any data archiving is out of scope. Additional analysis/services would be required if archiving is desired.

One or two test conversions will be executed as per the Project Plan and timelines that need to be met to execute Go-live on the desired date. Test conversion(s) will be used for the first test phase: Functional/Integration testing.

S&S will provide a balancing report and conduct a bill parallel with each test conversion.

enQuesta Configuration

S&S will configure the enQuesta production and test systems according to the decisions documented in the New Features and enQuesta process changes document from the initiate and analysis phase. All configurations will be unit tested.

Printer Queue Migration

Printer drivers are created either by the manufacturer or in some cases may use a generic driver in the operating system. You may have noticed that when buying a new computer at home, it may not work with your old printer. If your computer is running a new version of Windows, a driver may not exist for (meaning that version of Windows is not compatible with) your old printer. If this Upgrade includes an Operating System upgrade, you may find the same issue arises.

As per the general support contract, the Client is responsible for the equipment such as computers and printers. Due to S&S's familiarity with Linux, we find that on a project that includes an OS upgrade it is easier for us to attempt the migration of print queues within enQuesta and will attempt to do so. However, testing of those

printers is still the responsibility of the Client. This should be added to the Client's test plan.

After attempting to migrate your print queues, S&S will provide a list of printers that appeared to have migrate well and a list of those that did not. For those that did not, S&S will provide you information regarding the issue that occurred. Once this list has been provided, it becomes the responsibility of the Client's test team to report issues in SpiraTest, test printer function, and resolve printer and network issues. S&S will of course take responsibility for application issues and test from the server side. The Client's test team should include two types of resources, one with experience with enQuesta who can try printing from all the test queues and one that can address network and hardware issues.

<u>Client-specific modifications & Interfaces</u>

S&S will port forward to v6 all Client interfaces that currently exist in the current production enQuesta environment.

All existing Client-specific modifications will be ported forward to v6 as part of the upgrade.

S&S will unit test all ported forward interfaces and Client-specific modifications.

Client Responsibilities

9.1.1.3 Interface work required of third parties, as well as management of the schedule for third-party work on interfaces is the responsibility of the Client.

<u>Cognos Report Conversion</u>

S&S will provide documentation detailing the changes from v4 to v6, including any new database tables and field modifications in v6 that were not present in v4 or have been altered from v4, to assist in data mapping and upgrading in-house reports

Client will research the reports in their current Cognos library and identify the ones that require the SQL. S&S does not have access to Riverside's Cognos server so Riverside will be required to extract the SQL statement. S&S will support Riverside in extracting SQL's statements as necessary, but that may require access be granted to S&S resources.

Riverside understands that the SQL itself may not contain all the metadata of a report (i.e., there could be business logic, calculations, etc. in other parts of the report not shown in the SQL). Client is solely responsible for converting/developing reports that are written using the extracted SQL statement.

10. Training & Testing Phase

Phase Overview

Test & Train

- Complete Core Team training for New Features
- Test script customization / creation
- Execute Functional/Integration Testing
- Complete End User Training for New Features

Activities

- S&S will train the Customer Core Team on the enQuesta v6 new features.
- S&S will train Customer Cognos / ad-hoc report team members on enQuesta Analytics (term for Congos v6) new features.
- The Customer will customize or add/create test scripts using the standard S&S v6 test scripts as a basis.
- The Customer will execute test phase 1: Functional/Integration testing.
- S&S will train the Customers end users on the enQuesta v6 new features.

Phase Deliverables & Key Milestones

Phase Deliverable & Key Milestones	Deliverable Type	Delivery Ownership		Acceptance Ownership	
		S&S	Client	S&S	Client
Core Team Training	Action	X			X
enQuesta Analytics Training	Action	X			X
Test Script Creation / Modification	Action		X	X	
Functional/Integration Test Execution	Action		X	X	

End User Training	Action	X			X

Core Team Training

~~**Client Responsibilities**~~

10.1.1.1 The Client's Project Team will coordinate user enrollment for each class and rescheduling requirements, as necessary. The Client PM is responsible for communicating the number of participants enrolled in each class to S&S.

10.1.1.2 The Client is responsible for ensuring appropriate time is made available for users to participate in every training course they are enrolled in, according to the finalized User/Training Matrix. If users are not provided with such time, it is the Client's responsibility to provide training at a later date. S&S will provide a class schedule; however, it is the Client's responsibility to notify and get participants to the class.

10.1.1.3 It is the Client's responsibility to ensure that users attend classes in a punctual manner. The Client is responsible for training all users who require additional training due to late arrivals or absence.

10.1.1.4 The Client is responsible for training all casual users that are not listed in the user matrix.

Training sessions will be recorded unless otherwise specified by client

Training Facility Requirements

10.1.1.5 The Client is responsible for providing training facilities capable of accommodating the number of users to be trained identified in the Training Plan. The training facilities will accommodate 12 users per classroom, with an individual workstation for each user. Each workstation must meet the minimum PC requirements.

10.1.1.6 Classroom setup must include:

- Projector with ~~interface~~ to a computer
- Projection screen
- Telephone and connection needed for technical support.
- White board
- Dry erase markers
- Pencils
- Note paper.
- High speed internet access

~~**S&S Responsibilities**~~

10.1.1.7 S&S may adjust the course offerings and durations at any time.

10.1.1.8 S&S will work with the Client to identify the appropriate courses for each participant through a joint training requirements analysis meeting.

10.1.1.9 S&S' Technical Trainer will supply a PC for their use during training activities.

10.1.1.10 S&S is responsible for providing the Core Team training to all participants identified in the user training matrix. The purpose of enQuesta Core Team Training is to train the core project team on the new features and functionality of enQuesta v6. The Core Team comprises subject matter experts who manage the major functions of enQuesta, such as Billing, Credit & Collections, Security & Administration, Metering, and Client Service. The lessons will include hands-on courses that instruct Core Team users on how to execute existing business processes on enQuesta v6. Core Team training does not include introductory or basic training to users unfamiliar with the processes of enQuesta.

10.1.1.11 S&S Core Team training typically lasts for 2-4 days, depending on the size and availability of the Core Team and the number of new features selected for implementation.

10.1.1.12 S&S will also deliver training on how to use the SpiraTest Web-based testing tool so that the Client is able to customize and create test scripts, execute the scripts using the tool and manage the defect submission and re-testing process. This can either happen during the week of Core Team training or separately via a remote conference call.

Test Script Creation / Modification

The Client is responsible for creating and modifying the test scripts in the SpiraTest Web-based testing tool that will be used for all testing phases in the Upgrade Project.

SpiraTest

10.1.1.13 SpiraTest will be utilized as a Web-based quality assurance and test management solution throughout all phases of testing. SpiraTest will be initially configured by S&S and standard test scripts will be preloaded. Delivery of this platform will occur prior to the SpiraTest Training and Functional Test Workshop.

10.1.1.14 Test script management

- Test scripts will be stored in a hierarchical folder structure making navigation easy and intuitive. Each individual test script will consist of a set of steps that represent individual actions the user must perform to complete the test.
- The Client will add or modify test scripts in this folder structure.

10.1.1.15 Defect Tracking

- Incidents can be categorized into bugs, enhancements, training items, configuration issues, conversion issues, and limitations (out of scope) and assigned High, Medium, or Low priority status. Each type has its own specific workflow and business rules. Incidents can be traced back to the test case and underlying functional requirement allowing for easy reporting on the “in-process” quality of enQuesta during each testing phase.

10.1.1.16 Test Execution & Release Management

- SpiraTest has the ability to group together various test cases using a test execution wizard. At each step, the user will mark pass/fail and has the ability to record a bug/defect. In addition, each test run and any incidents that are created will be associated with the current release of enQuesta.
- Failed test scripts can be re-tested once a fix is delivered to the test environment.

10.1.1.17 Reporting

- A customized reporting dashboard will be available to team leaders and will include the ability to create fully customized queries and reports. Reports can include things such as the number of test runs completed, failed vs. passed vs. not yet run, etc.

10.1.1.18 Assumptions

- The Upgrade SpiraTest instances (Sandbox and PROD) will be deleted one year after Go-Live. S&S will assist Riverside or directly export test data at Riverside’s direction, prior to deletion. The format of the exported test data will be the standard format created by SpiraTest.

Functional/Integration Testing

~~**The client is responsible for executing Functional and Integration Testing using the standard and newly create test scripts in SpiraTest.**~~

10.1.1.19 Functional testing entails testing individual enQuesta workflows, Client-specific modifications, and interfaces on their own to ensure accurate functionality and results. Functional testing focuses on ensuring that each process functions on its own, independent of the dependencies and the context of other processes that may be run before, after, or concurrently.

10.1.1.20 Integration testing is more focused on running enQuesta processes in the context and sequencing of the Client’s daily, weekly, monthly, etc., work schedule.

10.1.1.21 The SpiraTest test scripts will contain scripts for both Functional and Integration testing for the Client to execute in the same, single test phase.

~~**Client Responsibilities**~~

10.1.1.22 The Client is responsible for creating a detailed Functional/Integration test schedule to take place in the time allotted for Functional/Integration testing in the Project Plan. This schedule should include a day-by-day or week-by-week schedule that matches resources with the test scripts that they will execute on a day-by-day or week-by-week basis.

10.1.1.23 The Client is responsible for all Functional and Integration testing using their test scripts and list of processes to test as a guide.

10.1.1.24 The Client will report issues in a timely manner and in writing to S&S.

~~**S&S Responsibilities**~~

10.1.1.25 S&S will conduct limited functional testing based on business critical enQuesta processes to ensure sufficient functionality before the Client executes functional testing.

10.1.1.26 As testing issues are identified in SpiraTest, S&S will report issues internally in a timely manner to begin the fix process. S&S will log and track all testing issues and deploy fixes on a regular and/or as needed basis. The amount of time for S&S to develop, test, and deploy fixes will be dependent on the severity of the issues, and time commitments will be assessed and provided to the client. All issues shall be tracked by S&S PM and prioritized accordingly.

10.1.1.27 S&S will hold weekly testing status calls to assess progress and address any issues inhibiting testing progress.

~~**Testing Progress Inhibitors**~~

Not completing testing in the timeframes allotted in the Project Plan can be one of the primary reasons for project (Go-live) delays in an upgrade project. During project initiation, S&S will inform the Client's core team of the scope of testing activities. The Client's estimate of the time required to test the system will be compared against the project plan and a change order will issued if the testing timelines need to be extended. .If testing in any of the testing phases exceeds the time allotted in the Project Plan, and it is not a result of enQuesta v6 issues or bugs or other S&S caused factors, S&S will make every effort to accommodate the delay to not affect the Go-live date. If Client caused testing delays do result in project or Go-live date delays, note that this can result in change orders to account for the additional effort for supporting the upgrade project beyond the timeframes allotted.

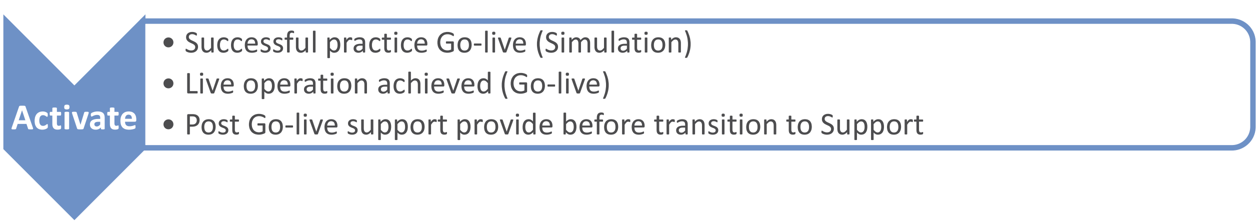
End User Training

The purpose of the enQuesta End User training program is to ensure that participants are confident using enQuesta v6 to conduct their daily job functions prior to Go-Live. End user training does not include introductory or basic training to users unfamiliar with the processes of enQuesta. End user training typically takes place between Simulation and Go-live but can be scheduled based on the Client's input as well.

The Client is responsible for providing a Project Team member to support each end user training class. This team member should have knowledge of the Client's business processes in enQuesta.

11. Activate

Activate Phase Overview



Activities

- Simulation Plan created (includes Mock Go-live conversion and User Acceptance Testing - UAT)
- Simulation executed
- Go-live plan created
- Go-Live conversion Executed
- Go-Live
- Post Go-Live Support
- Transtion to Support

Activate Phase Deliverables & Key Milestones

Phase Deliverable & Key Milestones	Deliverable Type	Delivery Ownership			Acceptance Ownership	
		S&S	Client		S&S	Client
Simulation Plan	Excel	X	X		X	X
Mock Go-live Conversion	Action	X			X	X
UAT	Action	X	X			X
Go-live Plan	Excel	X	X		X	X
Go-Live	Action	X	X		X	X
Post Go-live Support	Action	X				X
Transition to Support	Action	X	X		X	X

Simulation

After the successful completion of the first testing phase, the Client will initiate a Simulation to take place several weeks prior to the actual Go-Live weekend. This simulation will provide a 'dry-run' of the Go-Live activities and include a Mock Go-live conversion and UAT executed immediately after for 1-2 weeks. The Client is responsible for testing all business critical enQuesta processes, including modifications and interfaces, during UAT. S&S will aid in the Project Management, providing onsite support for the Simulation and responding to and resolving issues.

The Simulation will be a practice for Go-Live, and as such will begin with a conversion taking place the week prior with enQuesta workflow processes and balancing to commence the following Monday.

Goals of Simulation include:

- Executing and balancing a successful conversion
- Client input of open work orders, cash and any items that have been identified as post conversion

activities that need to be completed before actual Go-Live could occur.
- Timing of above activities to ensure they can be executed before day one of Go-Live. The results of these timings will be used to update and finalize the Go-Live plan.
- Doing a bill parallel on at least one billing run/set of cycles.
- Executing all the Client's daily and weekly workflows (e.g., entering cash, credit and collections, work orders, new site creation, etc.)
- Reconciliation activities - Balancing Cash, AR, and Deposits
- Executing all relevant interfaces
- End user practice of daily work

~~**Client Responsibilities**~~

11.1.1.1 Client executive steering committee will assist with and sign-off on a Simulation Plan.

11.1.1.2 Client will make available resources in conversion and business functional areas during the Simulation period (including weekends if necessary) to support Simulation activities. The dedicated project team assigned to this project will be responsible for simulation activities and typically this does not affect day to day operations outside the project team.

11.1.1.3 Client will execute daily business processes and workflows as per Simulation & Go-Live Plan.

11.3.1. Client will coordinate third-party vendors for the execution of Simulation Plan activities.

~~**S&S Responsibilities**~~

11.1.1.4 S&S will create Simulation & Go-Live Plan with Client assistance.

11.1.1.5 S&S will execute conversion activities over the Simulation period.

11.1.1.6 S&S will support Simulation activities onsite (if desired) for one week for simulation.

Go-live Conversion.

~~**The primary differences between the Go-live conversion and previous ones performed are:**~~

11.1.1.7 The Client's executive steering committee will receive a Go-live recommendation, and their Go/No-Go approval is required before proceeding with the cutover.

11.1.1.8 The Go-Live conversion will be executed over a weekend and timed in accordance with other Go-Live activities to ensure the conversion can be executed and balanced in a timely and accurate fashion to be ready for day one of Go-Live.

11.1.1.9 Go-Live conversions will be signed-off with a go or no-go decision to proceed with the subsequent Go-Live end user activities.

——Client Responsibilities:

11.1.1.10 The Client will provide resources and list of reports for go live conversion as part of project for balancing items and will work with S&S resources to balance conversion potentially outside normal business hours.

11.1.1.11 The Client will sign off on the Go-Live conversion acceptance plan before proceeding with the subsequent Go-Live end user activities.

11.6.1.3 Client will coordinate third-party vendors for the execution of Go-live Plan activities.

-S&S Responsibilities

11.1.1.12 S&S will execute and balance the conversion during the Go-Live weekend potentially outside normal business hours.

S&S will provide the Client with a Go-Live conversion acceptance plan for sign off purposes. These will need to be signed off by the Client before proceeding with the subsequent Go-Live end user activities.

<u>Go-Live</u>

Definition

11.1.1.13 "Go-Live" indicates the date on which the enQuesta v6 CIS Solution is operating in a production environment at the Client's primary place of business. Business operations and daily processing are being performed by the enQuesta v6 CIS Solution, and it is the primary system of record for the Client. The S&S PM will lead the Go-Live activities and is responsible for developing the Go-Live Plan which details the activities and sequence of events to take place leading up to the Go-Live.

Client Responsibilities

11.1.1.14 Facilities

The Client shall setup adequate facilities to be used as the central base of operations throughout the Go-Live period. The facility must have the basic infrastructure to adequately support the Go-Live activities including power sources, network access, internet access, phone, printer, and desk space to accommodate the Project Team. The S&S Project Team will use the facility as its core staging area for issue resolution and triage, as well as deploying Subject Matter Experts to the field for support.

11.1.1.15 Billing, AR, and Deposit Balancing

11.1.1.15.1 It will be necessary for the Client to provide the necessary billing reports to balance billing in the legacy system to enQuesta.

11.1.1.15.2 The Client shall verify trial balances for accuracy and grant final authorization to proceed. This will conclude the Go-Live preparations.

11.1.1.16 First Week Post Go-Live

11.1.1.16.1 After execution of the Go-Live Plan and the official Go-Live, the Client will assume primary responsibility of the CIS Solution and its day-to-day management and support. The Client will be responsible for primary support of business processes and end users.

11.1.1.16.2 During the first week of Go-Live, a daily wrap-up meeting will be held. This meeting will be facilitated by the S&S PM and the primary goal is to review the activities of the day and report any issues. This meeting is to be attended by the S&S and Client Project Teams. Each individual shall report on the events of the day, any problem areas, and goals for the next day. This meeting will serve as an important vehicle for sharing information across the Project Team, especially when remote locations are a factor.

S&S Responsibilities

11.1.1.17 Onsite Team

11.1.1.17.1 The S&S Project Team, including the PM and Business Lead, will be onsite beginning the weekend before Go-Live. The primary responsibility of the Project Team at this point is to ensure a smooth beginning of the cutover activities. Additional members of the Project Team may be deployed throughout the weekend to conduct onsite testing, data validation, and the final billing parallel.

11.1.1.17.2 Additional on-site support after the first week can be added with the on-site labor rates as a change order.

11.1.1.18 Billing Balancing

11.1.1.18.1 S&S will perform the final billing, AR, and deposit parallel.

11.1.1.19 First Week Post Go-Live

11.1.1.19.1 The S&S Project Team will remain onsite during the first week of Go-Live to assist in any issue resolution, as well as to provide mentorship, guidance, and support.

11.1.1.19.2 During the first week of Go-Live, a daily wrap-up meeting will be held. This meeting will be facilitated by the S&S PM and the primary goal is to review the activities of the day and report any issues. This meeting is to be attended by the S&S and Client Project Teams. Each individual shall report on the events of the day, any problem areas, and goals for the next day. This meeting will serve as an important vehicle for sharing information across the Project Team, especially when remote locations are a factor.

11.1.1.19.3 The S&S Business Lead will be responsible for tracking issues throughout the Go-Live week. These issues will be reviewed in the daily wrap-up meetings.

11.1.1.20 Post Go-Live

11.1.1.20.1 Upon conclusion of the Go-Live and the first week of production, S&S will provide a combination of remote and onsite support services. After the first week of on-site support, remote support will continue for the initial 60 days of production use. Regular status meetings between S&S and the Client will be held to review outstanding issues. The Client will have the option for a second week of on-site support after Go-Live. Project closure will be based upon the successful resolution of all mutually agreed Showstopper and High incidents unless otherwise agreed up

12. Payment Milestones

Milestone Description	Milestone Acceptance Criteria	Amount Due
MS - 1 Services due on Issuance of Purchase Order	• Contract has been executed.	$95,000
MS - 2 Completion of Onsite Kick off Meeting	• Onsite Kickoff Meeting has been completed.	$65,000
MS - 3 Completion of Initial Project Plan	• Initial Project Plan has been submitted for Client review.	$75,000
MS - 4 Delivery of enQuesta v6 non-production out of the box Environment(s)	• Handover of v6 enQuesta Environments to Client (Production, Train, Test). • Acceptance of the v6 enQuesta Environments by the City of Riverside, confirming readiness for further phases and will be provided in timely manner • If confirmation is not received within the agreed-upon duration determined during project creation, S&S will assume acceptance and proceed with subsequent phases	$120,000
MS - 5 Start of Functional Testing	• First Project Conversion to support Core Team Training has been completed and related Bill Parallel Review Meeting with Client has occurred. • S&S has completed internal Functional Testing and enQuesta is ready for Functional Testing by Client to proceed. • The City of Riverside has reviewed and accepted the readiness of enQuesta for Functional Testing.	$115,000

	• If no formal acceptance is provided within the agreed-upon duration determined during project creation, testing will proceed as scheduled.	
MS - 6 Start of Integration Testing	• S&S will deliver the completed code for the interfaces deemed within scope and outlined in section 4 of the SOW • The City of Riverside has reviewed and formally accepted the delivered code for interfaces, confirming readiness for Integration Testing. • If formal acceptance is not received within the agreed-upon duration determined during project creation, S&S will proceed with testing based on the assumption of acceptance.	$105,000
MS - 7 Start of Simulation	• Simulation Conversion has been completed. • User Acceptance Testing has started • City of Riverside must confirm that the simulation conversion is acceptable and approve commencement of User Acceptance Testing. • If no response is received within the agreed-upon duration determined during project creation, approval will be assumed, and User Acceptance Testing will proceed.	$95,000
MS - 8 Completion of targeted end user training	• Training has been completed in the following areas: • New Features for enQuesta v6. • Capricorn CSS Portal and Forms. • The City of Riverside has reviewed and accepted the completion of end-user training, ensuring adequacy of training coverage. • If confirmation is not received within the agreed-upon duration determined during project creation, training will be considered accepted.	$95,000
MS - 8 - Go live plan preparation	• Cutover Plan is created, which includes tasks, assigned resources and timeframes for Go-live conversion data extract, conversion, and balancing. • The City of Riverside has reviewed and approved the Cutover Plan, confirming it meets operational and business continuity requirements • If confirmation is not received within the agreed-upon duration determined during project creation, training will be considered accepted.	$95,000
MS - 9 Go-live	• Go-Live Conversion has been completed successfully and validated by the client on Go-Live weekend. • Client has reviewed the conversion and bill parallel reconciliation files and agrees there are no material differences preventing Go-Live. • Client has performed smoke testing and	$95,000

	sufficient enQuesta testing in the v6 Production Environment and confirms it is ready for Go-Live. • The City of Riverside has provided formal acceptance of Go-Live execution, ensuring that all critical functions are operational. • If formal approval is not received within the agreed-upon duration determined during project creation, Go-Live will proceed as planned.	
MS - 10 - Completion of 60 days of Post-Go-Live Support	• Post-Go-Live Support has been completed for 60 calendar days following Client cutover to enQuesta v6. • Customer Sign Off on Defect Remediation in accordance with contract terms • Decommissioning of Legacy Servers has been completed. Decommissioning of legacy servers is solely the responsibility of Riverside and should be completed within 60 days of Post Go Live unless otherwise mutually agreed on. Reasons to delay the decommissioning of legacy servers beyond 60 days post go live must be provided in writing to S&S prior to the expiration of the 60-day post go live period • The City of Riverside has reviewed and accepted the completion of the Post-Go-Live Support period, confirming resolution of outstanding issues. • If no response is provided within the agreed-upon duration determined during project creation, acceptance will be assumed.	$89,900
Total Services		**$1,044,900**
License – Due on contract signing		$163,050
Maintenance (Due at Go Live)		$60,762.50
Travel (estimated 30 trips $3,000/trip)		$90,000

NOTES:

- Annual Maintenance for enQuesta remains in effect as per the 2025 S&S Support Agreement.
- New Maintenance will be invoiced at go live on a prorated basis Invoicing will occur upon completion of events as described above.
- All amounts are due within 30 days of invoice.
- Travel will be billed as incurred at the end of each month. Travel budget is an estimated amount per trip. Travel will not be booked until mutually agreed upon by S&S and RIV PMs.
- Quotation is valid for 60 days.

Client:

By: ______________________________

Title: City Manager__________________

Date: ______________________________

Attest: ______________________________
City Clerk

Certified as to Availability of Funds:

By: ______________________________
Chief Financial Officer

Systems and Software:

By: ______________________________

Title: Chief Financial Officer Executive Vice President

Date: April 30, 2025 May 1, 2025

Approved as to Form:

By: ______________________________
Deputy City Attorney

Exhibit 2

Capricorn Customer Portal Statement of Work

This SOW is between S&S and Riverside Public Utilities describes the services to be provided for the implementation of Capricorn Customer Portal for Utilities and Smart Forms for Utilities ("Project") at Riverside Public Utilities ("Riverside").

1. Executive Summary

Riverside has engaged S&S to implement the Capricorn Customer Portal with the enQuesta v6 project and the Smart Forms for Utilities products. Included are a high-level description of project scope, with S&S/Riverside roles and responsibilities, detailed action items and assignment of tasks, and a high-level project schedule.

2. Scope

The scope of the Project is to provide Riverside with:

- ❑ **Customer Portal Discovery Sessions.** S&S will work with Riverside to determine functionality and integration requirements and capabilities, and design approaches to deliver the My Account portal.

- ❑ **Install and configure Customer Portal for Utilities software**, specific to Riverside requirements with rich web presentment of “My Account” information to residential and commercial Water and Electric customers of Riverside, including graphical display features, historical reporting, and customer comparison analytics. The presentation experience should accommodate most common browsers and computer devices (desktop, laptop, notebook, tablet, smart phone).

- ❑ **Customer Portal CIS Integration:** Provide real-time data integration with S&S enQuesta V6.0 CIS utilized by Riverside using SOAP/WSDL web service APIs. CIS integration will provide usage, billing and payment history and customer analytics. The User Interface will accommodate most common browsers and mobile devices.

- ❑ **E-Bill Integration:** Configuration of e-bill presentment, including bill history, and paperless opt in/out via SSO integration with PCI compliant payment portal provider KUBRA. Bills will be presented in PDF format. The User Interface will accommodate most common browsers and mobile devices.

- ❑ **Payment Integration:** Online Payment processing via SSO integration with PCI compliant payment portal provider KUBRA. Kubra has deprecated the current integration in use with enQuesta v4 for new installations. As a result, Kubra will need to provide an updated portal and SSO integration points for Capricorn to authenticate with and connect to for bill image and payment processing. S&S will work with Riverside and Kubra to complete this integration, however; a statement of work will be required between Riverside and Kubra to accommodate the changes and is outside of the scope of this contract.

- ❑ **Mobile Application Discovery, Prototyping and Delivery:** Services include product discovery for branding, color themes and features, and managing testing, deployment, and go-live actions.

- ❑ **Customer Portal CSR Support:** Interface for Riverside Customer Service Representatives (CSRs) to assist customers during the online experience by seeing the portal as the customer does. This replaces the Impersonate User functionality in v4. In addition to viewing the account, CSRs will have various administrative options to assist customers in resetting passwords, secret question management and other profile management tasks.

- ❑ **Customer Portal Site Administration:** Administration facility for the Riverside staff to easily customize and manage utility customer portal corporate branding, messaging, and content.

- ❑ **Customer Portal CSR Training:** Provide training for Riverside Customer Service Representatives (CSRs) on the CSR facility to assist customers during the online experience.

- ❑ **Customer Portal Administrator Training:** Provide training for Riverside staff on site administration, user administration, monitoring, and site customization.

- ❑ **Smart Forms Discovery Sessions**. S&S will work with the Riverside team to produce a design document for each of the online forms that are in scope including integration requirements and capabilities. S&S will identify all specific requirements to design and deliver form functionality.

- ❑ **Install and configure Smart Forms for Utilities software**, specific to Riverside requirements with rich web presentment of customer web forms to residential and commercial water and Electric customers of Riverside. The presentation experience will accommodate most common browsers and computer devices (desktop, notebook, tablet, smart phone).

- ❑ **Smart Forms CIS Integration:** Provide real-time data integration with S&S enQuesta V6.0 CIS utilized by Riverside using SOAP/WSDL web service APIs. The User Interface will accommodate most common browsers and mobile devices.

- ❑ **Smart Forms CSR Training:** Provide training for Riverside CSRs on the Smart Forms CSR facility to manage customer web form submissions.

The following table outlines the project scope and deliverables:

Item & Requirements	Deliverable
<u>Site Registration:</u> Ability for customers to register for account access. An email confirmation will be sent to customers to validate their registration request. A welcome email will be sent after confirmation.	Online form for customer to enter: ○ Username ○ Password ○ Security Question/Answer ○ Paperless billing opt-in ○ Email consent opt-in ○ First name/Last name ○ Email ○ Telephone ○ Mobile ○ Account Number ○ Mailing Address Zip ○ Google reCAPTCHA v2 ○ Accept Terms & Conditions Email addresses will be allowed on multiple profiles. ○ This affects Guest Access invites.

	○ If the email used on the invitation is not unique in the Portal, then that Guest cannot be invited. Accounts will be allowed on multiple login profiles. Verification email template. Online account welcome email template.
Reset Password: Ability for customers to reset their forgotten password or disabled login.	Online form for customer to enter email address. Email template with encrypted link to reset password workflow where customers will need to enter a response to their security question. Successful answers will allow customers to enter a new password with a password strength indicator.
Forgot Username: Ability for customers to request a forgotten username.	Online form for customers to enter account number and Mailing Address Zip Email template with username reminder.
Login: Login page for customers to access the portal.	Premium login tabs and processing Premium Access: ○ Online form for customers to enter username and password for site access. User authentication will be carried out against the Portal user registry with SSO into the KUBRA portal Links to: ○ registration, ○ reset password ○ forgot username ○ contact us Quick/One-time Pay option that will link to KUBRA one-time payment page. Messaging for site features and various corporate programs.
Customer Dashboard: Show a dashboard after login containing a summary of the customer account information.	Ability to view and select multiple accounts linked to the site login. **Selected account** ribbon showing: ○ Account number, ○ Service address, ○ Customer name,

	○ Account balances, ○ Payment plan, ○ Nickname **Navigation tabs** providing access to various site features based on the customer type. **Current Bill** section showing: ○ Current balance, ○ View current bill button, ○ Pay bill button, ○ Pre-authorized payment messaging if applicable, ○ Request payment extension (Promise-to-Pay) button if applicable ○ Bill Detail Charges table: • Service • Current Charges • Past Due • Penalty • Balance **My Recent Usage** section showing: ○ Usage on current bill ○ Usage on previous bill ○ Amount of usage more or less than previous bill ○ Reasons why usage is higher or lower (number of billing days and/or average temperature) ○ Link to view more history **My Recent Account Activity** section showing a table of the 5 most recent transactions for the account. Columns can include: ○ Transaction date ○ Description ○ Amount ○ Balance ○ Link to view all transaction history **My Alerts** section showing: ○ Smart Meter Usage Threshold Alert • Current usage • Usage threshold amount • Link to profile tab to update threshold ○ Smart Meter High Usage Alert • Current Usage • High usage threshold amount • Link to profile tab to update threshold

	○ Landscape Watering Indicator • Based on even/odd house number with time-slot rules • Show whether watering is permitted with next day allowed ○ Leak Detection Alert • Current usage – MeterSense data via enQuesta API • Leak alert threshold • Find out more links to web page explaining how it is calculated and what to do **My Smart Meter Activity** section showing: ○ Current billing period usage ○ Last bill usage ○ Predicted usage for current bill Left Carousel and right carousels to allow Riverside to customize the images and links to external activities and programs. Rate this page comments and star ratings
Smart Meter Usage Charts: Show smart meter usage details for daily and hourly summaries in an interactive chart	Show navigation buttons for daily and hourly details. **My Events** section includes: ○ Allow customer to define events that mark important dates that could impact usage. Events can be shown on the chart as annotations. **Smart Meter Consumption Inquiry** section can include: ○ Smart Meter data retrieved from MeterSense via enQuesta API ○ Default view to daily consumption chart showing most recent 30 days by default. ○ From and to date select calendars where customers can change the inquiry dates and consumption details. ○ Consumption bar charts showing water consumed and temperature overlays – average temperature, precipitation, and heating/cooling degree days. ○ Clicking/tapping a bar on the chart will open corresponding days 24 hourly consumption details with next and previous day navigation. ○ Download to spreadsheet button will generate a CSV for customers to download. **Landscape Watering** Indicators**:** ○ Overlay designated watering days and time periods on the daily and hourly usage charts.

<u>**Smart Meter Usage Downloads**</u>: Allow customers to download smart meter usage details to CSV spreadsheet format. Customers should be able to select daily/hourly detail and the desired date range.	**Download Settings** section will include: o From and To date range **Download Format** section will include: Spreadsheet (CSV)
<u>Bills & Payment:</u> Show account billing history with the ability to view PDF bills and pay bills online via SSO integration with KUBRA payment portal. Notifications to customers for new bills, payment reminders and late payments also managed by KUBRA.	Show a listing of bills available online for the current account. **My Electronic Bills** section listing details can include: o View bill button o Bill Date o Bill Amount o Due Date **Pay Bill** section showing: o Current Balance o <u>Pay My Bill</u> button that links to KUBRA. o <u>Auto Pay</u> button that links to KUBRA. o <u>Paperless Bills</u> button that links to KUBRA.
<u>Payment Activity:</u> Show account payment history showing activity with the ability to download details in spreadsheet format.	Show a listing of payments for the current account. **Your Payment Details** section can include: o Payment date o Description o Amount o Balance o Download to spreadsheet button will generate a CSV file for customers to download.
<u>Compare Last Bill:</u> Similar to My Recent Usage widget on the dashboard with the ability to compare other read dates.	**Compare Last Bill** section showing: o Dropdown select list of meters attached to the current account. o Dropdown select list for Amount or Value inquiries where Amount presents the usage in dollar amounts and Value presents usage in Service values. o Dropdown select list of billing periods available for inquiry. o Usage on current bill o Usage on previous bill o Amount of usage more or less than previous bill o Reasons why usage is higher or lower
<u>Compare Usage to Last Year:</u> Show customers their usage this year and how it compared to last	**Compare Usage to Last Year** section can include: o Dropdown select list of meters attached to the current account.

year along with temperature overlays	○ Dropdown select list for Usage inquiries where value presents usage in Service values. ○ Interactive chart showing consumption bars for the billing periods this year and last year. ○ Weather overlays for current and previous year – average temperature, humidity, and precipitation.
<u>Service Requests:</u> Show account service request summary with the ability to download details in spreadsheet format.	Show a listing of service requests for the current account. **Your Service Request Summary** section can include: ○ Request date ○ Request Number ○ Request Type ○ Status ○ Download to spreadsheet button will generate a CSV file for customers to download.
<u>Profile – My Profile:</u> Provide a facility for customers to manage their portal login profile to change personal details, add/remove accounts and set various alerts.	**My Account Profile** section can include: ○ Username ○ First & Last Name ○ Security question and answer ○ Email ○ Telephone & Extension ○ Mobile ○ E-Billing (paperless) opt-in/out ○ Email consent opt-in/out ○ Password with password indicator User profiles cannot be changed by customers or CSRs. **Account Access List** section includes: ○ Add account – Account Number and Zip Code ○ Favourite account selector/indicator ○ Account Number ○ Nickname ○ Service Address **My Subscriptions** section can include: ○ Subscription button to sign-up, change or unsubscribe to the report ○ Report name ○ Subscription settings ○ Last Sent – date and time ○ NOTE: Subscriptions are dependent on a usage nightly extract file implementation
<u>Profile – Guest Access:</u>	**Invite someone for Guest Access** section includes: ○ Account number dropdown list

Provide a facility for customers to invite and manage guest users for online access to their accounts.	○ Guest Email ○ Access Settings **You have granted Guest Access** section includes: ○ Account Number ○ Guest Email ○ Guest Status ○ Access Details **You have been invited as a Guest** section includes: ○ Account Number ○ Name ○ Access Details
Customer-Facing Smart Forms Provide customers the ability to submit specific service requests.	**Customer-Facing Smart Forms** to be delivered**:** ○ **Standard Transfer of Service** ○ **Standard Disconnect of Service** ○ **Standard Update Mailing Address** ○ **Standard Questions and Comments** ○ **Standard ACH Enrollment**
Mobile App: Design, prototyping, build, test and deploy.	The **Mobile App** provides an enhanced mobile experience: ○ Tailored and themed branding for the utility ○ Enhanced lock-screen push notifications for: ○ eBill Alerts (New, Coming Due, Past Due, etc.) will be managed by KUBRA and will not be available in the Capricorn Mobile App ○ Notification Center ○ Integrated Customer Portal Access ○ Integrated Smart Forms Access

3. Deliverables

Proposed Solution Architecture

Below we have provided a diagram that demonstrates how our software delivers the functionality required by Riverside. Capricorn Customer Portal for Utilities Solution Diagram*

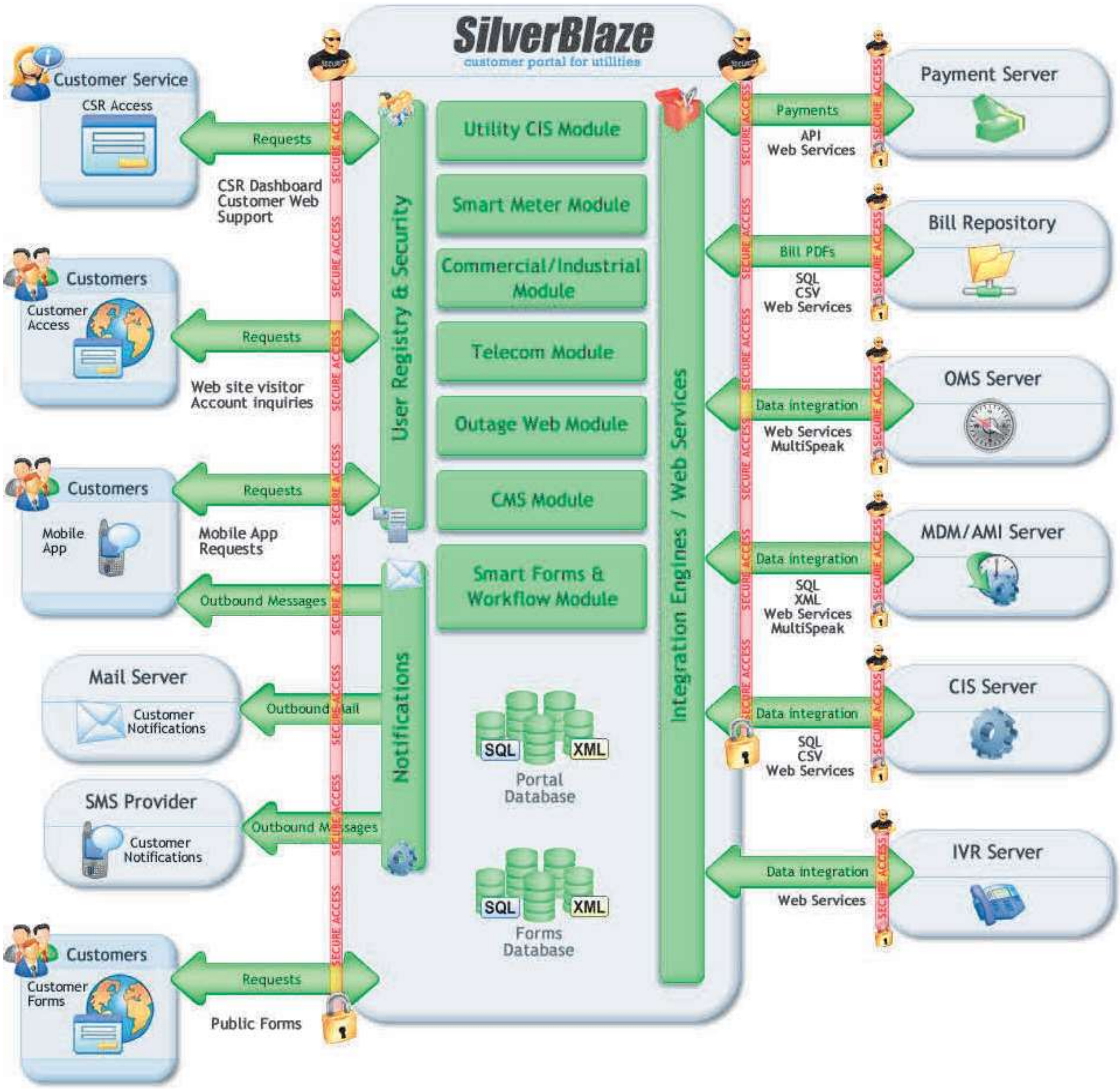


*Diagram includes optional add-on modules that may be outside of project scope

Capricorn Server Specs

Capricorn Production App Server	
Infrastructure	
Cores / vCPUs	4
RAM (GB)	32
Storage (GB)	150
Software Licenses	
Operating System	RHEL 8

Capricorn Test or Train App Server	
Infrastructure	
Cores / vCPUs	2
RAM (GB)	16
Storage (GB)	150
Software Licenses	
Operating System	RHEL 8

Capricorn DB Server	
Infrastructure	
Cores / vCPUs	4
RAM (GB)	32
Storage (GB)	550
Software Licenses	
Operating System	Windows Server 2019
DB License	MS SQL 2019

4.1 Setup Server & Install Software

	Description	Comments	Responsible
	Install hardware	Riverside to setup a server connected to the Internet. Riverside will provide remote access to this server to the S&S team for the duration of the project where S&S can install and configure the solution as required.	S&S
	Install/Configure App Server	S&S to install and configure the Application Server.	S&S
	Install & Configure Web Server	S&S to install and configure the HTTP Server software.	S&S
	Install & Configure Web Server Plugin	S&S to install and configure the Web Server plugin software.	S&S
	Install & Configure Database	S&S to install and configure Database software and load the Customer Portal database.	S&S
	Customer Portal Deployment Package Preparation	S&S to setup configurations settings specific to customer portal requirements. Create customer theme and HTML content.	S&S

	Smart Forms Deployment Package Preparation	S&S to setup configurations settings specific to smart forms requirements. Apply customer theme and HTML content.	S&S
	Customer Portal Folders	S&S to setup transfer folders and scheduled jobs for nightly data import/export of data if required.	S&S
	Email Server Availability	S&S to provide access to an email server so that Capricorn Customer Portal can send email notifications to customers in the public domain. Needs to relay messages as required.	S&S

	Mobile App Design & Prototyping	S&S will do discovery with Riverside to obtain the necessary assets and input to have the mobile app branded for Riverside. A prototype will be provided for review and approval and then it will be delivered to Riverside and S&S for testing
		
		Riverside will need to make the Train server publicly accessible during testing and for approval by the App Stores.
		
		Functionality to include:
		
		<u>Application Splash Screen</u>
		o Showing Loading message
		<u>Login Screen</u>
		o Login
		o Branding
		o Username
		o Password
		o Register link to web portal registration page
		o Forgot Password link to web portal reset password page
		o Forgot Username link to web portal forgot username page
		o Quick Links navigation bar including:
		    o Login link to App login page
		    o Move In link to move in web page/form
		    o Contact link to contact web page
		    o Website link to utility website
		<u>App Home Screen</u>
		o Branding
		o Pay Bill
		o Payment History
		o Billed Usage
		o Smart Meter
			S&S / Riverside

		○ Usage Comparison
		○ Profile
		○ Service Requests
		○ Contact Riverside
		○ Quick Links navigation bar including:
		  ○ Home link to App Home screen
		  ○ Notifications
		    ○ badge showing number of new notifications available
		    ○ Link to Notifications App screen
		  ○ Contact Us
		  ○ Logout link to log out of the App and return to the App Login screen
		App Notifications Screen
		○ Available notifications in the web portal
		○ Since new bill, due bill, past due bill are managed by KUBRA, these notifications are not available in the Mobile App. Other notifications including smart meter usage alerts and outage alerts may be available (Capricorn add-on modules required)
		○ Expanding panel of alerts per account linked to the login profile
		○	

	Mobile App Build	S&S will provide up to 2 revisions for each screen. Meetings will be scheduled to review and direct S&S on each revision.	S&S / Riverside
		Riverside	Riverside
	Mobile App Testing & Adhoc Deployment management	○ Setup AppFlow environment ○ Setup Apple Store environment ○ Setup Google Store environment ○ Setup FireBase environment ○ Invite testers	S&S & Riverside
	Mobile App Production Deployment	○ Assist Riverside to submit App to Apple Store ○ Assist Riverside to submit App to Google Store	S&S / Riverside

4.2 Configure Customer Portal for Riverside requirements

	Description	Comments	Responsible
Customer Account Portal			
	Determine Registration page criteria	Riverside to determine what information will be required by customers to register new web accounts.	Riverside / S&S

	Customer service/support emails and notification lists	Riverside to provide a list of customer service or support emails that will get notified for site issues.	Riverside / S&S
	Customize content for portal pages	For areas that are able to be customized, Riverside to review content text and provide updates to S&S team to apply to the site.	Riverside / S&S
	Bills & Payment tab	This will contain an iFrame to present Kubra's My Bills and Pay My Bill tabs. With enQuesta v6, Kubra has required changes to their SSO and payment integration. Kubra will need to make changes on their side.	S&S, Riverside, and Kubra
	Payment History	Displays the customer's payment history, pulled from enQuesta	S&S
	Payment Extension / Promise-to-Pay (P2P) integration	If Riverside chooses, S&S can enable the Promise to Pay functionality, allowing users to request a payment extension based on existing eligibility rules set in enQuesta.	S&S
	Billed Usage	Shows the customer's billed usage in a graphical and tabular format. User can add My Events to mark when something happened at their home that they want to track against their usage.	S&S
	Compare My Usage	Allows customers to compare current to last bill or compare their usage year over year.	S&S
	Smart Meter	For customers with Smart Meters, this tab allows them to view their interval data.	S&S
	Service Request History	Based on configuration, shows users the status of their service requests by pulling this data from enQuesta	S&S
	Profile	Users can view and edit information pertaining to their profile in the following areas: - My Profile – username, password, etc. - Account List – displays all linked accounts - Notifications – allows users to sign up for notifications based on configuration in enQuesta. Typical notifications include monthly bill, payments, and service work.	S&S

	Define site hostname	Riverside to register required domain names for customer portal.	Riverside
	SSL Certificate for site	S&S to provide SSL certificate request for secure site access. Riverside responsible for purchasing SSL certificate from certification authority (i.e., Verisign). S&S to install purchased certificate to web server.	Riverside / S&S
	Email Template customization	S&S will train Riverside on how to customize the boilerplate email templates for emails originating from Capricorn. For Smart Forms emails, S&S will provide a document for Riverside to review and edit and S&S will make those changes.	Riverside / S&S
	Verify email working	S&S to test email flow and verify receipt.	S&S
	Setup Test Server	S&S to setup a test server environment for ongoing support and upgrade testing.	S&S
	User Acceptance Testing & Support	Riverside to provide appropriate resources to test the project and ensure functional requirements has been met. S&S to provide resources to apply changes as required based on test results.	Riverside / S&S
	Go-Live Support	Riverside to set the host name and firewall to point to the Capricorn server. Riverside to test the live site as required. S&S to support testing as required.	Riverside / S&S

4.3 Configure Smart Forms for Riverside requirements

	Description	Comments	Responsible
Forms & Integration			
	In Scope forms	**Customer-Facing Smart Forms** to be delivered**:** ○ **Standard Disconnect of Service** ○ **Standard Update Mailing Address** ○ **Standard Questions and Comments** ○ **Standard Transfer of Service** ○ **Standard ACH Enrollment**	

	Perform discovery for in scope Smart Forms	S&S and Riverside will review the in scope smart forms and create a specification listing required fields and any field-level validation. The forms will be built to this specification for testing by Riverside.	Riverside / S&S
	Site Images and Form Headers	Riverside to provide form images and header requirements. S&S to implement.	Riverside / S&S
	Confirmation Email Wording	Riverside to provide wording and details for the confirmation email. S&S to implement.	Riverside / S&S
Host Configuration			
	Define site hostname	Riverside to register required domain names for customer portal.	Riverside
	SSL Certificate for site	S&S to provide SSL certificate request for secure site access. Riverside responsible for purchasing SSL certificate from certification authority (i.e., Verisign). S&S S&S to install purchased certificate to web server.	Riverside / S&S
	Verify email working	S&S to test email flow and verify receipt.	S&S
Testing			
	User Acceptance Testing Support	Riverside to provide appropriate resources to test the project and ensure functional requirements has been met. S&S to provide resources to apply changes as required based on test results.	Riverside / S&S
	Go-Live Support	Riverside to set the host name and firewall to point to the Capricorn server. Riverside to test the live site as required. S&S to support testing as required.	Riverside / S&S

4.4 Project Management

Project management resources will be assigned by Riverside, S&S to perform tasks including:

- Project planning
- Engage Kubra to work with S&S to establish, configure, and test the integration between Capricorn and Kubra
- Manage Riverside IT and project team responsibilities
- Administration and project tracking. Attendance of regularly scheduled status meetings throughout the project – frequency to be determined based on Riverside availability
- Interfacing with Riverside team members for requirements, planning, testing, etc.

4.5 Training provided has several elements as follows:

Server Administration Training will include:

- Up to 2 hours of training for two administrators
- How the Application Server is configured
- How to start and stop the services
- How to find the logs and troubleshoot

Customer Portal Administration Training will include:

- Up to 2 hours of training for two administrators
    - How to manage users, navigation, carousels, and other administrative aspects of the software
    - Location of various resources and assets on the file system
    - Troubleshooting
- Up to 2 hours of training for CSRs
    - Review site features and get CSR team familiar with how to use the site
    - How to support user registration and password issues
- Usually provided in two 1-hour group training sessions

Mobile App Training will include:

- Up to 2 hours of training for two administrators
    - How to manage the App in the Google and Apple stores and other administrative aspects of the App
    - Troubleshooting
- Up to 2 hours of training for CSRs
    - Review Mobile App features and get CSR team familiar with how to use them
    - Usually provided in two 1-hour group training sessions

Smart Forms Administration Training will include:

- Up to 2 hours of training for two administrators
    - How to manage users, navigation, and other administrative aspects of the software
- Up to 2 hours of training for CSRs
    - Review site features and get CSR team familiar with how to use the CSR Dashboard
    - Troubleshooting attachments or forms that didn’t make it to enQuesta
    - Usually provided in two 1-hour group training sessions

5. Pricing

All pricing is included in the enQuesta v6 Statement of Work.

Exhibit 3

Riverside Public Utilities

Summary Cost Worksheet
Provided By:
Systems and Software

Cost Breakdown

Base Upgrade v4.1 to v6 Services	$	814,275.00
License	$	50,000.00
v6 New Recurring Maintenance	$	15,000.00
Base Upgrade Total (License/Services)	**$**	**864,275.00**

Additional Modules/Items

Capricorn Portal & Mobile App (Webconnect Replacement)

Recurring Maintenance	$	25,763
License	$	103,050
Services	$	230,625
Total - Capricorn Web Portal & Mobile App	**$**	**359,438**

enQuesta Chat

Recurring Maintenance	$	20,000
License	$	10,000
Services ($0 when completed with upgrade)	$	-
Total	**$**	**30,000**

Total Services	$	1,044,900.00
Total License	$	163,050.00
Total Including Services, License (Billed during project)	**$**	**1,207,950.00**
Additional New Maintenance added to existing enQ Maintenance	**$**	**60,762.50**

Additional Expenses (if onsite)

Travel (estimated)	$90,000