

**INTERACTIVE VOICE RESPONSE
SOFTWARE SUBSCRIPTION CONTRACT**

Between
MILSOFT UTILITY SOLUTIONS, INC.
And
CITY OF COLUMBIA, MISSOURI

This SOFTWARE SUBSCRIPTION CONTRACT (hereinafter "Contract") is by and between the **City of Columbia, Missouri** (hereinafter "Customer"), a Missouri municipal corporation whose address is 701 E. Broadway, Columbia, MO 65201 and **Milsoft Utility Solutions, Inc.** (hereinafter "Milsoft"), a Texas corporation with the authority to transact business within the State of Missouri and whose address is 4400 Buffalo Gap Rd, Suite 5150, Abilene, TX 79606, and is entered into on the date of the last signatory below (hereinafter "Effective Date"). Customer and Milsoft are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Customer is the owner and operator of an electric distribution system system and is seeking to implement an interactive voice response software to assist its outage management system; and

WHEREAS, Customer has the desire and capacity to procure the authorized use and hosted services of the Milsoft proprietary software known as **IVR Hosted System**, more particularly identified in Section 1 below; and

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

NOW, THEREFORE, in consideration of the mutual covenants set out in this Contract and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

1. **SYSTEM.** The IVR Hosted System (hereinafter "System") shall consist of the on-site use and hosted services of the named Milsoft products and features (hereinafter "Software"), together with any related telephonic components and other hardware being provided on Customer's site by Milsoft (hereinafter "Hardware"), as described in Milsoft Quote # 46465, attached hereto as Schedule A and made a part of this Contract. Milsoft shall provide the System to Customer pursuant to the terms and conditions set forth herein.

2.

2.1 **PRICING; PAYMENT TERMS.** Provided that Milsoft performs the services set forth in this Contract, Customer agrees to pay to Milsoft for the System pursuant to the pricing agreed upon in Schedule A and the payment terms provided for herein. All pricing is set forth in Schedule A. No amendments or modifications to the pricing is permitted unless such amendment or modification is in writing and signed by a duly authorized officer or representative of both Parties.

2.2 **PAYMENT.** Milsoft shall invoice Customer on a monthly basis. Customer agrees to pay all uncontested amounts within thirty (30) days of receipt of an invoice. Timely payment by Customer to Milsoft at its principal place of business of all sums due hereunder is a material element of this Contract. Milsoft may charge interest on all unpaid sums at the lesser of the rate of 18% per annum or the maximum contract rate allowed by law. Milsoft has no desire to exceed the maximum amount of interest that may be contracted for, charged or received under applicable law, and any interest paid in excess of said maximum amount shall be credited toward any past due payment or refunded to Customer.

2.3 **CONTESTED INVOICE.** Customer expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the current or preceding period for which payment is or has been invoiced are not performed in a timely and satisfactory manner. If an amount of an invoice is contested, then Customer shall notify Milsoft in writing within ten (10) days of receipt of the invoice. Within the written notice contesting the invoice, Customer shall provide reasoning for Customer's disapproval. Milsoft shall have ten (10) days to cure the issues presented. If cure cannot be obtained within ten (10) days, then Milsoft shall notify Customer of the proposed amount of time for cure and Parties may mutually reach an agreement as to an acceptable alternative deadline.

2.4 **TAXES.** Unless specified as such, the prices set forth herein do not include any sales, use, excise, ad valorem, property or other taxes applicable to this subscription and any related services supplied hereunder, all of which shall be paid by Customer if assessed.

3. **STATEMENT OF WORK.** If and to the extent deemed necessary by Milsoft, the Parties shall in good faith mutually develop and agree upon a Statement of Work (hereinafter "SOW") to describe and set forth with particularity the essential scope of work, technical specifics, period of performance, schedules/milestones, acceptance criteria, change orders and other requirements unique to the project. An SOW shall not become effective until an authorized representative for each Party signs and dates the mutually agreed upon SOW. Customer's Director of Utilities may sign and date the SOW on behalf of City. Should the Parties be unable to agree upon the SOW within thirty (30) calendar days after entering into this Contract, either Party may elect to terminate this Contract by giving written notice to the other, without necessity of default, whereupon the termination shall be effective in one week (7 calendar days after notice) if no agreement as to the SOW be reached. The SOW (if any) and all referenced schedules and addenda thereto are integral parts of this Contract as if written verbatim herein.

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

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

6. **SUPPORT SERVICES.** During the Customer's subscription under this Contract, Milsoft shall provide the hosted Software as a Service to Customer, together with technical and user support, Software fixes/patches, and upgrades to future Software editions of any and all Software installed on Customer's site. If subscription payment is not received when due, Milsoft may withhold services until paid. In the event Customer withholds or discontinues its subscription payment without termination of this Contract, in order to again be eligible to receive support Customer may be required to upgrade and/or agree to pay an increased Subscription Price based upon the extent of maintenance missed and appropriate to the circumstances.

For purposes of this Contract, support of the Software means:

- support related to System applications;
- delivery of Software fixes/patches;
- delivery of upgrades to the latest Software versions made available by Milsoft.

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

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

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

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

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

7.1 Customer assumes responsibility for care and risk of loss of the System Components upon delivery to its location. Customer is responsible for meeting the data requirements, purchasing and providing any other hardware and third party software, and preparing its location for installation consistent with the specifications, requirements and recommendations per SOW and

Schedule A. Any Customer data required for installation shall be timely delivered to Milsoft pursuant to its instructions. Customer shall also secure any permits, licenses or other governmental approvals for its installation site as may be required by applicable law or regulation, at its expense. Once a Milsoft technician is on-site as reasonably scheduled, if the installation is delayed due to failure of the Customer to have met the preparatory requirements, there may be a charge of up to \$1,000 per day assessed until ready to proceed. Both Parties agree such sum is a fair and reasonable approximation of the actual damages incurred by Milsoft and that such liquidated damages are not penal in nature but rather the parties attempt to fairly quantify the actual damages incurred by Milsoft for such delays. Recovery of these liquidated damages is Milsoft's exclusive remedy for damages if installation is delayed due to failure of the Customer under this provision while the Milsoft technician is delayed while on site.

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

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

8. **SOFTWARE LICENSE.** Upon successful installation and as of the Turnover Date, during the active subscription hereunder Milsoft grants to Customer, and Customer accepts, a provisional, non-exclusive and non-transferable license to use any Milsoft Software furnished to Customer's site hereunder (including modifications and enhancements furnished under the terms of this Contract, and modifications and enhancements furnished under the terms of the Support Program described in Section 6) strictly upon the terms and conditions contained herein. Title to and ownership of all Software shall remain with Milsoft or its licensors. Customer shall have no right to sell, sublicense, publish, disclose, display, assign, duplicate, alter, lease, or otherwise make available the Software to any third party. Customer shall take appropriate action with its employees, agents, contractors, consultants and other representatives or end users to ensure compliance with these terms and conditions. Customer may make copies of the on-site Software only for backup purposes and/or archival purposes, and any such copy must contain the same copyright notice and proprietary markings that the original Software contains. Customer acknowledges the Software represent a very large scale investment in the development of an intangible asset by Milsoft and must be strictly protected hereunder. Upon termination of subscription or in the event of a breach of this Contract by Customer, upon written notice which may be given at the election of Milsoft, Customer shall forfeit all rights as licensee under this Contract and shall immediately return the Software to Milsoft along with all documentation and source media associated therewith. CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE IN EXECUTABLE LINE CODE FORM REMAINS A CONFIDENTIAL TRADE SECRET AND CUSTOMER AGREES NOT TO ATTEMPT TO REVERSE-ENGINEER, TRANSLATE, DECIPHER, DECOMPILE, MODIFY OR DISASSEMBLE THE SOFTWARE, NOR INCORPORATE THE SOFTWARE IN WHOLE OR IN PART INTO ANY OTHER SOFTWARE OR PRODUCT OR DEVELOP DERIVATIVE WORKS THEREFROM OR ALLOW ANY OTHER THIRD PARTY TO DO SO, WITHOUT THE EXPRESS WRITTEN CONSENT OF MILSOFT. Customer shall have NO rights as licensee in or to any off-site, hosted software, the applicable functionality of which is being provided hereunder by Milsoft *via* Software as a Service only.

9. **CONFIDENTIALITY.** Customer is subject to the provisions of Missouri Revised Statutes Chapter 610, Governmental Bodies and Records (hereinafter "Missouri Sunshine Law"). The Parties agree that the Contract shall be interpreted in accordance with the provisions of the Missouri Sunshine Law. Milsoft shall not disclose to any third party, or use for any purpose inconsistent with this Agreement, any confidential user information it receives in connection with performance of its obligations under this Contract, any confidential user information it receives in connection with performance of its obligations under this Contract. Milsoft should maintain its own confidential and proprietary information it believes to be closed under the Missouri Sunshine Law. If Milsoft provides any information or documents to Customer that it believes are closed records (including but not necessarily limited to, records relating to scientific technological innovations in which Milsoft has a proprietary interest), then

Milsoft shall designate such records to be “confidential” or proprietary” by conspicuously marking the records as such. If the Customer receives an open records request for any such records marked by Milsoft, then Customer will notify Milsoft to allow Milsoft an opportunity to protect such documents from public disclosure.

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

11. WARRANTIES.

11.1 *Software.* Upon delivery and continuing through the first thirty (30) calendar days following the Turnover Date, Milsoft warrants exclusively that the Software shall substantially conform to, and perform in substantial accordance with, all applicable Software specifications. Milsoft represents and warrants generally that it owns the Software or that it has the right to license Customer’s use of the Software in accordance with the provisions of this Contract. In event of breach or failure, then Customer may (i) have Milsoft promptly correct any discrepancy in performance that materially impairs the appropriate functionality of the Software, at Milsoft’s expense; or (ii) have Milsoft refund or waive the subscription payment for the most recent billing period for the licensed use of the Software as well as pay for any direct damages to Customer as a result of the breach or failure, provided that Customer must allow Milsoft to de-install the Software within 30 days of Customer’s timely notification to Milsoft of the discrepancy. Furthermore, Milsoft shall defend and indemnify customer against any claim by a non-affiliated third party alleging that the Software furnished under this Contract infringes a patent in effect in the U.S. or any copyright or trademark registered in the U.S.

11.2 *Support Services.* With respect to any and all support services, Milsoft warrants exclusively that such services shall be performed in a good and workmanlike fashion and provided in accordance with high industry standards. In event of breach or failure, Customer may (i) have Milsoft promptly correct such services, at Milsoft’s expense; or (ii) have Milsoft refund or waive the subscription payment for the most recent billing period as well as pay for any direct damages to Customer as a result of the breach or failure.

11.3 *No Harmful Code.* Milsoft warrants that the software products do not contain Harmful Code. For purposes of this Contract, “Harmful Code” is any code containing any program, routine, or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any time bomb, virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door. Milsoft shall include in contracts with any subcontractors a provision which prohibits the use of Harmful Code.

11.4 *Warranty of Fitness for a Particular Purpose.* Milsoft warrants that it will provide functioning software and services that meet the description in its Response to RFP attached hereto as Exhibit B and made a part of this Contract.

11.5 *Disclaimer of Other Warranties.* THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED THAT ARE NOT OTHERWISE LISTED IN THIS CONTRACT.

12. INSURANCE.

12.1 Milsoft, at its own cost and expense, shall maintain and keep in full force and effect from the date hereof through the later of the date of expiration or termination of the Agreement, the following insurance coverage:

(i) Worker’s Compensation Insurance for statutory obligations imposed by applicable state laws, and Employer’s Liability Insurance with a minimum limit of one million dollars (\$1,000,000) for disease and injury to employees; and

(ii) Commercial General Liability Insurance, including premises and operations, bodily injury and broad form property damage, products/completed operation, contractual liability and independent contractors protective liability at a limit of two million dollars (\$2,000,000) Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

12.2 All insurance policies required to be obtained hereunder shall provide insurance for occurrences from the date hereof through the later of the expiration or termination hereof. The Customer, its officers, agents and employees shall be named as additional insured on all insurance policies required by the specifications hereunder to be purchased by Milsoft.

12.3 Milsoft shall require its insurer(s) to endeavor to notify the Customer of any non-renewal of, or cancellation of, the insurance required by this Section at least thirty (30) days prior to the effective date of such change or cancellation except in the case of non-payment of premiums in which case the notice shall be ten (10) days.

12.4 A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of the Contract. Milsoft is required to maintain coverages as stated and required to notify Customer of a carrier change or cancellation within two (2) business days.

13. **LIABILITY LIMITATIONS.** NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY, OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE SOFTWARE, INCLUDING MILSOFT'S LICENSORS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, BUSINESS, OR GOODWILL, INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR DAMAGES AND EXPENSES HEREUNDER OR RELATING HERETO (WHETHER IN CONTRACT, TORT OR OTHERWISE OR WHETHER RELATED TO PARTICULAR SOFTWARE OR SOFTWARE SUPPORT SERVICES) WILL IN NO EVENT EXCEED THE AMOUNT OF **ONE HUNDRED THOUSAND DOLLARS (\$100,000)**. CUSTOMER ACKNOWLEDGES THAT MILSOFT'S PRICING REFLECTS THE ALLOCATION OF RISKS, OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS AND THE LIMITATION OF LIABILITY HEREUNDER.

14. **CLOUD COMPUTING REQUIREMENTS.** Milsoft shall comply with Customer's Cloud Computing Requirements, attached hereto as Exhibit C and made a part of this Contract.

15. **DATA OWNERSHIP AND SECURITY.** Milsoft and its software shall comply with the requirements of this Section. Milsoft shall require its subcontractors or third party software providers to, at all times, comply with the requirements of this Section. Milsoft covenants that any data from the Customer, its employees or customers or derived therefrom (hereinafter "Customer Data") shall be stored in the United States of America on servers owned by Milsoft. Customer Data or any information derived therefrom shall not be transferred, moved, or stored to or at any location outside the United States of America. All such Customer Data and any information derived therefrom shall be confidential and proprietary information belonging to either the Customer or its customers or the users of the software. Milsoft covenants that Milsoft, its subsidiaries or subcontractors shall not sell or give away any such Customer Data or information derived therefrom. Customer data shall be used only as necessary for Milsoft to provide Customer with the services set forth in this Contract and for no other use. Milsoft shall:

- (i) not reproduce or copy or display Customer Data except as expressly permitted herein;
- (ii) not disclose or make Customer Data or any information derived therefrom available to any third party; and,
- (iii) protect the Customer Data from unauthorized use or disclosure. Milsoft shall take appropriate action by instruction or agreement with Milsoft's personnel who are permitted access to Customer Data to fulfill its obligations hereunder. When Milsoft ceases use of any Customer Data, or if Milsoft fails to meet its obligations under this Section with regard to any Customer Data, Milsoft agrees that it shall immediately return or destroy such Customer Data and all portions or copies thereof as directed by Customer and, if requested by Customer, shall certify in writing as to the return or destruction of the Customer Data.

Milsoft shall maintain the Customer Data and that of Customer's customers and any user that is stored in or in any way connected with software products and applications. If either Party believes or suspects that security has been breached or Customer Data compromised whether it be from harmful code or otherwise, the Party shall notify the other Party of the issue or possible security breach within forty-eight (48) hours.

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

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

18. **TERM and TERMINATION.** The initial term of Subscription hereunder shall be for the duration of the months or years as stated in Schedule A and may continue in renewal or extension thereof in the time and manner stated therein; in the absence of further written agreement or notice of cancellation or termination, agreement to extend on a month-to-month basis may be inferred so long as Customer continues to pay and Milsoft continues to accept monthly subscription payments. If at any time either party fails to perform a material obligation and does not remedy such failure within thirty (30) days following notice from the non-defaulting party, the non-defaulting party may elect to terminate this Contract by giving notice of termination to the party in default. Termination for default shall in no way prejudice the rights or remedies available to the non-defaulting party as a result of the default nor relieve Customer of its obligation to pay Milsoft for all compliant product provided and services actually rendered up to the date of termination. In the event either party breaches or defaults hereunder to the detriment of the other, in addition to other rights and remedies the party wronged shall be entitled to recover its reasonable attorney's fees and related expenses incurred, including but not limited to court costs incurred at both trial and appellate levels, in the enforcement of this Contract. After the initial term, either Party may terminate this Agreement for convenience by providing at least ninety (90) days' written notice to the other Party. Customer shall not be responsible for any subscription costs for the remaining portion of a renewal term if this Contract is terminated for convenience.

19. **DISPUTE RESOLUTION.** The parties will attempt in good faith to promptly resolve any dispute arising out of this Contract. The parties may submit to non-binding mediation by an impartial mediator, at a mutually convenient location to resolve any disputes.

20. **GOVERNING LAW; CHOICE OF FORUM.** This Contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri.

21. **SUCCESSORS AND ASSIGNS.** This Contract shall inure to the benefit of and be binding upon successors and assigns of the parties; however, neither Party may assign without the written consent of the other Party, which shall not be unreasonably withheld.

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

23. **CONTRACT DOCUMENTS.** The Contract Documents include this Contract and the following attachments and exhibits which are incorporated herein by reference:

- Schedule A Milsoft Quote #46465
- Exhibit B Milsoft's Response to RFP
- Exhibit C Cloud Computing Requirements
- Exhibit D Work Authorization Affidavit
- SOW Statement of Work (if applicable, this is to be created and signed after execution of this Contract per Section 3 herein)

In the event of a conflict between the terms of any of the Contract Documents and the terms of this Contract, the terms of this Contract control. In the event of a conflict between the terms of any Contract Documents, the terms of the documents control in the order listed above.

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

If to Customer:

City of Columbia, Missouri

Attn: Director, Utilities Department

P.O. Box 6015

Columbia, MO 65205

Facsimile: 573- 443-6875

Email: wlmail@como.gov

If to Milsoft:

Milsoft Utility Solutions, Inc.

Attn: Adam Turner, CEO of Business Operations

P.O. Box 5726

Abilene, Texas 79608

Facsimile: (325) 690-0338

Email: adam.turner@Milsoft.com

25. **HOLD HARMLESS AGREEMENT.** To the fullest extent not prohibited by law, Milsoft shall indemnify and hold harmless Customer, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Milsoft, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Milsoft or a subcontractor for part of the services), of anyone directly or indirectly employed by Milsoft or by any subcontractor, or anyone for whose acts Milsoft or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Milsoft to indemnify, hold harmless, or defend Customer from its own negligence.

26. **NO WAIVER OF IMMUNITIES.** In no event shall the language of this Contract constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or laws.

27. **UNAUTHORIZED ALIENS PROHIBITED.** Milsoft shall comply with Missouri Revised Statute Section 285.530 in that Milsoft shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of this Contract, Milsoft shall by sworn affidavit and provision of documentation, affirm its enrollment and participation in any applicable federal work authorization program with respect to the employees working in connection with the contracted services. Milsoft shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The form of the Work Authorization Affidavit is set forth in Exhibit D, attached hereto and made a part of this Contract. Milsoft shall require all subcontractors to observe the requirements of this section and shall obtain a work authorization affidavit from each subcontractor performing any of the contracted services.

28. **GENERAL LAWS.** Milsoft shall comply with all federal, state and local laws, rules, regulations and ordinances.

29. **NATURE OF CUSTOMER'S OBLIGATIONS.** The obligations of Customer under this Contract which require the expenditure of funds shall be conditional obligations, subject to the availability of funds appropriated for those purposes and payable out of revenues received from the sale of electricity to Customer's retail customers only when earned or due Milsoft in accordance with the provisions of this Contract and shall not be construed to be general obligations of the City of Columbia or a debt of the City of Columbia within the meaning of the Constitution and Laws of the State of Missouri.

30. **NO THIRD-PARTY BENEFICIARY.** No provision of this Contract is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such person a third-party beneficiary under this Contract.

31. **AMENDMENT.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

32. **ENTIRE AGREEMENT.** This Contract represents the entire and integrated agreement between the Parties relative to the contracted services herein. All previous or contemporaneous contracts, representations, promises and conditions relating to the contracted services herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized representatives as of the date of the last signatory to this Contract.

CITY OF COLUMBIA, MISSOURI

BY: _____
Mike Matthes, City Manager

DATE: _____

ATTEST:

BY: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

BY: _____
Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

BY: _____
Michelle Nix, City Director of Finance

MILSOFT UTILITY SOLUTIONS, INC.

BY: _____
Adam Turner, CEO of Business Operations

DATE: 10/06/2017

SCHEDULE A
MILSOFT QUOTE #46465



Schedule A

Quote Number: 46465
 Date: 08/06/2017
 Account Manager: David Pittman
 Email: david.pittman@milsoft.com
 Phone: 800.344.5647
 Valid Until: 12/29/2017

Bill To	Ship To
Mr. Lawrence Luck Columbia Water and Light (MO) P. O. Box 6015 Columbia, MO 65205 USA	Mr. Lawrence Luck Columbia Water and Light (MO) 701 E. Broadway, 5th Floor, Columbia, MO 65201 USA

RFP 100/2017 – Interactive Voice Response

Milsoft Communications

Quantity	Product	List Price	Ext. Price
1	IVR Hosted System 24 Lines Dedicated 24 Port Hosted Solution that includes: Caller ID, Second Language, Text-to-Speech, Voice Recognition, and Milsoft Outage Call Handling solution. Further includes Project Management Services and applicable integration services to OMS and CIS. Support and Maintenance is included. Overflow calls (calls that exceed 24) will be handled by Milsoft's pooled service solution.	\$40,236.00	\$40,236.00
1	IVR Hosted Monthly 24 Lines Monthly subscription fee for a 24 Line Hosted Dedicated IVR System. Includes Milsoft Outage Call Handling. Call charges billed at \$0.05 per call. (3) year contract term Support included.	\$2,076.00	\$2,076.00

Subtotal: \$42,312.00
 Total: \$42,312.00

Grand Total

Subtotal: \$42,312.00
 Total: \$42,312.00

Quote Acceptance:

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

Terms and Conditions - Interactive Voice Response - Hosted System

Payment Terms

- Payment due upon receipt of invoice
- (3) year initial term with automatic renewals for (1) year unless cancelled in writing
- 100% of Hosted System cost invoiced upon quote acceptance
- Subscription invoiced monthly
- Call handling fees, as quoted, invoiced monthly
- Call charges billed at \$.05 per call

Price Exclusion

- Fee (\$10,000) to audit and gain compliance for a non-approved payment gateway

Web Training

- Available after initial training has been completed
- Invoiced after completion at the rate of \$250 per hour

Account Name: _____

Accepted By: _____

Printed Name: _____

Date: _____

PO# (if applicable): _____

Submission Options:

Email: quotes@milsoft.com

Fax: 325-690-0338

Mail: Milsoft Utility Solutions, Inc.

P.O. Box 5726

Abilene, TX 79608

EXHIBIT B
MILSOFT'S RESPONSE TO RFP

MILSOFT

Utility Solutions



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



Columbia Water and Light

RFP 100/2017

for

Interactive Voice Response Solutions

MILSOFT

Utility Solutions



August 23, 2017

City of Columbia

Water and Light Department

Attn: Mr. Lawrence Luck, Purchasing agent

701 E. Broadway, 5th Floor

Columbia, MO 65201

RE: RFP 100/2017 Interactive Voice Response

Mr. Luck,

We are pleased to submit Milsoft's response and proposal for the Columbia Water and Light RFP referenced above.

Milsoft has reviewed the specifications for this project, and we believe that our response

- 1.) Meets / exceeds all primary requirements and
- 2.) Provides excellent solution opportunities for all requested optional services.

Milsoft is a proven utility solution provider with over 25 years of experience. We serve more than 1,100 software systems now in daily use by our utility customers across the United States. Milsoft brings decades of utility specific best business practices in all areas of Project Management, Integration Services, and Communication Services. The work ahead, and the necessary processes & project management to accomplish & ensure an on-time, on-budget, world class customer experience, are what we do really, really well.

Our business philosophy sets customer support as a top priority. The mission critical proposed solutions are backed by Milsoft's peerless technical support 24/7/365 including all holidays. When our customers need us the most, we're there when they call, with unlimited remote user and technical support.

For some solution vendors, the installation of the system is the end of the relationship. At Milsoft, we consider that step the very beginning. We encourage you to contact our references as provided; our reputation speaks for itself.

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

Ed Carlson, Director of Strategic Markets
Office (325) 695-1642, Fax (325) 690-0338
ed.carlson@milsoft.com

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

Milsoft appreciates the opportunity to submit this response, and we look forward to your favorable review. We hope to have the pleasure of presenting demonstrations of the power and value available from Milsoft's hosted IVR solution, and to further explore how we may serve the Columbia Water and Light Department and this important project.

Sincerely,

Adam Turner
CEO, Business Operations

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Milsoft Profile

Columbia Water and Light RFP 100/2017 Hosted Interactive Voice Response System

Milsoft Profile

Company Headquarters

Milsoft Utility Solutions, Inc.
4400 Buffalo Gap Road, Suite 5150
Abilene, Texas
Telephone: (325) 695-1642
Toll Free : (800) 344-5647
Fax : (325) 690-0338
www.milsoft.com

Contacts

Director of Strategic Markets – **Ed Carlson**
Telephone: (325) 695-1642
Email: ed.carlson@milsoft.com

Director of Operations – **Randy Carlson**
Telephone: (325) 695-1642
Email: randy.carlson@milsoft.com

Company Background:

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

Milsoft provides the following software solutions:

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

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

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

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

Milsoft is a privately held Texas corporation established in 1989, and has been profitable each year since inception.

Executive Summary

City of Columbia, MO
RFP Number 100 / 2017, Interactive Voice Response
Milsoft Executive Summary

Milsoft has served the utility industry at large for over 25 years and Interactive Voice Response is one of our five core products. Selecting Milsoft ensures a true vendor partner, a partner with a best-of-breed reputation (over 1100 utilities in service) and most importantly, a partner that will bring best business practices in deploying a solution that creates an amazing customer experience.

Understanding the requirements described in this RFP, our proposal & solutions **will meet and/or exceed** the needs of the City of Columbia. Milsoft believes we are the “right fit- right choice” and we stand ready to continue to serve as a valued member of your technology solutions team.

Milsoft submits, for your consideration, the following system configuration and associated services. The functionality is specific to Outage Reporting & Call Handling (as outlined in RFP) and are “turn key” including: Applicable project integrations, setup/config, installation, and project management. Further, this proposal includes Voice Recognition capability as well as Text to Speech capability. Transfer out functionality is also provided for those “dangerous condition” reports or anytime the utility should decide to allow customer opt-out & transfer:

- Cloud Based / Fully Hosted Outage Call Handling Solution
- Integration to Outage Management Solution (OMS vendor as yet undecided by utility)
- 24 Port Dedicated Capacity
- Overflow Capacity for Calls Exceeding 24
- MultiSpeak Integration Services & Functionality
- Project Management
- Setup & Installation
- **Turn Key Cost and Pricing: \$40,236.00 one time. \$2,076.00 recurring monthly**
- **INCLUDES** all support and maintenance, 24x7x365.

Additional services are offered within this proposal, as requested by The City as optional, and are clearly denoted as same. These services include:

- Milsoft’s Customer Service Suite of Solutions called “**TeleLink**” which include Account Balance Inquiry and Pay by Credit Card/Debit or E-check, Outbound Notification (any condition/info,) Payment Extension Requests, Survey Capability, Service Scheduling, etc.
- Text Gateway Services, required to utilize texting features within the Milsoft Communications Platform. Text Functionality can include outage reporting (two way) and restoral notifications as well as messaging. Milsoft utilizes TextPower as its gateway partner and separate fee(s) apply. Milsoft has taken the liberty of including the TextPower information as optional within this proposal.

The Milsoft Communications Data Center is located within the Verizon Terremark Facility, “NAP of the Americas” and is one of the most secure and highly reliable data centers in the United States. Milsoft offers a highly stable, fully redundant/failover call handling solution.

SUMMARY: Milsoft is the right fit solution provider for City of Columbia. We have deep experience, and are a proven technology leader. We will provide the highest levels of customer experience in customer call automation, deploy on schedule and within budget, and we will bring our very best business practices in all areas to include scripting, call flows, and integrations. We welcome the opportunity to continue to serve The City of Columbia.

RFP Response



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

NOTICE TO BIDDERS
ADDENDUM #1 RFP: 100/2017
~~Water Treatment Plant SCADA~~ – Interactive Voice Response (IVR)

Bidders shall note these changes to the above Request for Proposal and *incorporate these changes in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their proposal, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line.

The following revisions and/or additions shall be referred to as part of the Proposal/Contract Documents.

General Clarifications:

The bidding deadline has been extended **August 25, 2017**.

1. Q: May we assume all backend information systems with which the IVR needs to integrate utilize Multispeak and that Multispeak will be the only direct integration point for the IVR application?
A: *All backend information systems will utilize Multispeak. It is the only direct integration point.*
2. Q: Does the City have infrastructure in place to receive calls from the IVR via SIP trunks?
A: *Not currently, but we will work with the awarded vendor if necessary. This is possible.*
3. Q: Will calls placed in the IVR be sent directly to the IVR by the carrier or will they be transferred by the City's PBX? In either case can they be sent via SIP trunks?
A: *The call will be remote call forwarded from the local carrier to the IVR. The exact method can be discussed with the awarded vendor.*
4. Q: When calls are transferred from the IVR to the City's PBX and/or contact center platform, how will the receiving party know the identity of the customer being transferred? Is the contact center and/or PBX integrated with Multispeak and does the IVR need to send caller-related data to the PBX or contact center?
A: *The contact center is not integrated with Multispeak. It would be preferable to pass caller related data to the contact center but is not required. It can be a simple call*

transfer. The exact method will be discussed with awarded vendor.

5. Q: Are service-restored and similar alerts only sent by phone, or should the IVR also send notifications via SMS and email?
A: *The IVR is required to send service-restore alerts by phone. Please include in your proposal if the IVR is able to provide service restore alerts or other types on notifications via other methods such as SMS. CWLD anticipated that any SMS outage reports or restore alert would be handled by the OMS staff.*
6. Q: Is there a need for customers to report an outage via SMS, but have access to IVR logic via mobile also?
A: *Please include in your proposal if the IVR will be able to handle outage reports via SMS or other methods.*
7. Q: Please provide the version of Multispeak the City is utilizing in OMS.
A: *We are requiring version 3.0 or higher.*
8. Q: What version do they currently use of the WSDL?
A: *Unknown. Once an OMS is selected, we will provide this information to the awarded vendor.*
9. Q: Can they send us a copy of the WSDL they use?
A: *CWLD will send any requested data to the awarded vendor. It is possible that there will be a list of finalists that are subject to more intense evaluation. In such a case, there could be a need to send the vendor the requested data.*
10. Q: Can we do a non-authenticated SOAP based web services call against the WSDL they use?
A: *Unknown. The exact method will be discussed with the awarded vendor.*
11. Q: Do you require the vendor to have experience in Multispeak specifically of experience in web services, WSDLs and APIs overall?
A: *It is ideal that the vendor have experience working with electric utilities and have experience in Multispeak.*
12. Q: Is the Customer Information Service (CIS) contained within OMS or is this a separate application database the IVR must communicate with?
A: *The CIS is contained within the OMS.*
13. Q: Does the IVR need to track the activity of the call to an operator in customer service? Or is the contact blindly transferred to a 10 digit telephone number?
A: *It would be ideal to track the activity, but it is not required. Please include options in your proposal.*

14. Q: The IVR shall be able to perform a call back function based on input from the OMS. Is this an outbound call with agent assist? Is this an outbound call with announcement?
A: *It is intended that this is an outbound call with an announcement. Other options should be included in the proposal.*
15. Q: Does the IVR need to track the activity of the calls transferred to other services? Or is the contact blindly transferred to a 10 digit telephone number?
A: *Tracking is not required. If it is available, please include it in the proposal.*
16. Q: City of Columbia is requesting an IVR only solution. Please provide a use case for voice-to-text.
A: *If including optional features such as voice-to-text, please provide a use case that may be of benefit. One example, is that a description of the outage can be transcribed to a message to be read by the on site technicians.*
17. Q: Please provide the intent of a billing interface? Would this allow payment of citizen's utility bills?
A: *Yes. Billing interface would allow the customer to pay bills through the same IVR as the outage reporting. This is NOT a requirement.*
18. Q: Is the billing system contained within the OMS application?
A: *NO.*
19. Q: Who is providing the new OMS?
A: *There is no identified vendor for the OMS at this time. A vendor will be identified before any work on the IVR begins. Any information required by the IVR vendor of the OMS vendor will be provided by the City when both vendors have been identified.*
20. Q: Can we have details of the OMS interface we need to connect to for passing information?
A: *that information will be provided to the awarded vendor.*
21. Q: Will CWL require that the IVR application interface go through formal Multispeak certification testing?
A: *No. However, any issues with communicating with the OMS could result in selection of a different IVR vendor.*
22. Q: How is the customer information system (CIS) to be accessed? Is there documentation for the CIS interface? Is it a web service we call or a direct DB connection for running queries?
A: *This should be accomplished via multispeak. CIS info is available in the OMS.*

ACKNOWLEDGEMENT OF ADDENDUM #1

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #1 have been incorporated in their proposal and are a part of Request for Proposal No. 100/2017. All other provisions of the proposal documents, except as herein stated, shall remain in force as written.

Firm **Milsoft Utility Solutions, Inc.**

Date: **8/23/17**

Signed



Adam Turner – CEO of Business Operations

REQUEST FOR PROPOSAL

100/2017

INTERACTIVE VOICE RESPONSE (IVR)

FOR THE CITY OF COLUMBIA, MISSOURI



FINANCE/PURCHASING DIVISION
LAWRENCE LUCK
PURCHASING AGENT
701 E BROADWAY, 5TH FLOOR
COLUMBIA, MO 65201

ERIC WORTS
CITY UTILITIES
ENGINEERING SUPERVISOR

MICHELE NIX
DIRECTOR OF FINANCE

MELISSA PASLEY
SENIOR PROCUREMENT OFFICER
(573) 817-5005

Request for Proposal No. 100/2017
Closing Date: 5:00 p.m. CST, Friday, August 11, 2017

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1. INTRODUCTION AND BACKGROUND

The City of Columbia, Water and Light Department (CWL) is a locally owned municipal utility that controls the water and power supplies of Columbia, Missouri and run as a department of the City of Columbia. The electric division manages a distribution system composed of two power plants, eight (8) substations and 50,000 metered locations. **Read and understood.**

- 1.1 DUE DATE FOR PROPOSALS: Proposals may be submitted in a sealed envelope at the purchasing office or uploaded electronically on the City's E-bidding website at <http://www.gocolumbiamo.com/Finance/purhome.php>. No fax or e-mail proposals will be accepted. Sealed proposals must be delivered to the Purchasing Department, 701 E. Broadway, 5th Floor, Columbia, MO 65201 by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened. Proposal must be in sealed envelope and marked in bold letters "RFP 100/2017 – INTERACTIVE VOICE RESPONSE." **Read and understood.**

1.2 SCHEDULE OF ACTIVITIES: **read and understood.**

DATE	ACTIVITY
JULY 28, 2017	CLOSE OF WRITTEN REQUESTS FOR QUESTIONS
AUGUST 11, 2017	REQUEST FOR PROPOSAL IS DUE BY 5:00 P.M. CST
SEPTEMBER, 2017	CONTRACT START DATE
The above dates are target dates and subject to change.	

2. GENERAL REQUIREMENTS

- 2.1 VALIDITY OF PROPOSALS: Respondents agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals. **Read and understood.**
- 2.2 REJECTION OF PROPOSALS: The City of Columbia reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City of Columbia to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal. **Read and understood.**
- 2.3 WITHDRAWAL OF PROPOSALS: Any Offeror may withdraw their proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety (90) days after the scheduled closing time for the receipt of proposals. **Read and understood.**
- 2.4 ALTERATION OF SOLICITATION: The wording of the City of Columbia's solicitation may not be changed or altered in any manner. Respondents taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City of Columbia, whose decision will be final. **Read and understood.**

- 2.5 **RESPONSE MATERIAL OWNERSHIP:** All material submitted regarding this RFP becomes the property of the City of Columbia. Any person may review proposals after the "Notice of Intent to Award" letter has been issued, subject to the terms of this solicitation. Read and understood.
- 2.6 **INCURRING COSTS:** The City of Columbia shall not be obligated or be liable for any cost incurred by Respondents prior to issuance of a Contract. All costs to prepare and submit a response to this solicitation shall be borne by the Respondent. Read and understood.
- 2.7 **COLLUSION CLAUSE:** Any agreement or collusion among Respondents and prospective Respondents to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such Respondents void. Read and understood.
- 2.8 **CONTRACT DOCUMENTS:** The final Contract between the City of Columbia and the Respondent will include by reference:
- Respondent's Proposal
 - The Specifications contained in this RFP. Any changes, additions or modifications hereto will be in writing and signed by the Purchasing Agent. No other individual is authorized to modify the Contract in any manner. Read and understood.
- 2.9 **FUNDS:** Financial obligations of the City of Columbia payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to the City of Columbia. Read and understood.
- 2.10 **TAX EXEMPTION:** The City of Columbia is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available upon request by the successful Respondent. Read and understood.
- 2.11 **RESPONSIBILITY:** The City of Columbia reserves the right to require the apparent successful vendors to file proof of his/her ability to properly finance and execute the Contract, together with his/her record of successful completion of similar Contracts prior. The award of the Contract will be contingent upon providing acceptable proof and record of performance. *This information will become a part of the contents of the file and hence public record unless the Respondent indicates this material confidential and request this information be returned at the expense of the Respondent. This applies only to matters of financial reporting.* Read and understood.

3. SCOPE OF WORK

- 3.1 **DESCRIPTION OF THE ELECTRIC DISTRIBUTION SYSTEM:**
CWL manages a mixed overhead and underground distribution system operating at 13.8 kV. Protection devices consist of substation breakers, reclosers, and a large number of

variable sized fuses. There are also a large number of manually operated switches that can be utilized by line crews to alter the source of electricity in a given area. All electric facilities are mapped in Schneider Electric's ArcFM. **Read and understood.**

The Outage Management System (OMS) imports the electric model from ArcFM. The OMS uses this model and outage reports to determine the location of a damaged element and assist operators in determining reliable switching orders to alternately feed affected areas if possible. Outage reporting relies entirely on phone calls from the public. There are no feedback devices on the system to indicate that an outage has occurred. **Read and understood.**

CWL monitors and operates its electric facilities from a state of the art control room that was constructed in 2014. The control room consists of a transmission operations desk, and dispatch desk, and overflow/training desk. CWL upgraded its SCADA system in 2016 and is looking to upgrade its outage management system (OMS) in 2017. **Read and understood.**

3.2 IMPLEMENTATION OF IVR:

The implementation of an IVR will be completed concurrently with a new OMS. CWL plans to bring both systems up in parallel with the existing IVR/OMS system. Once testing is completed on both systems, CWL will commission the new IVR/OMS system simultaneously. **Read and understood.**

3.3 SOFTWARE REQUIREMENTS:

3.3.1 HOSTED SYSTEM: The IVR shall be vendor hosted (also referred to as cloud based), where the software resides on physical servers provided by the contractor and located at a facility managed by the contractor. CWL will access the hosted servers via the internet. Inbound calls shall not require any interaction with CWL on site equipment in order to be answered by the hosted IVR service. Offeror shall describe the facilities in their proposal. **Read and understood.**

Milsoft's Hosted / Cloud services are provided in and through the Equinix (formerly owned by Verizon) TerreMark NAP of the Americas facility located in Miami Florida. This facility is carrier agnostic and rated a top tier data center within North America, ranked the fourth busiest internet / data exchange site in the U.S. TerreMark houses clients the caliber of the FBI, Homeland Security, and the DEA. Security is top echelon. Milsoft's infrastructure is wholly redundant with failover & disaster recovery. We have never experienced a catastrophic failure. Scalability is virtually unlimited and the requirements of the City of Columbia for capacity are wholly reasonable.



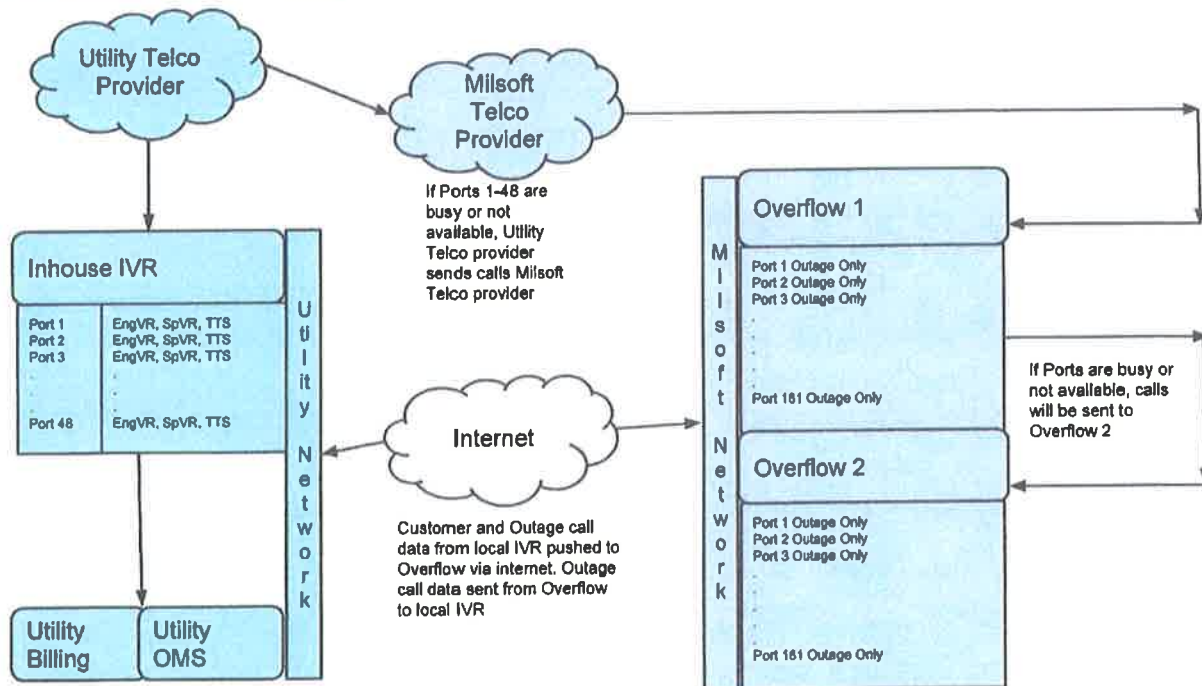
Excerpt from “DataCenter Knowledge” an independent Cloud Computing research organization:

“The **NAP of the Americas** was huge before huge was cool. This massive Terremark Worldwide data fortress in downtown Miami was completed in June 2001, offering 750,000 square feet of data center footprint just as the dot-com bust was taking hold. The six-story facility not only survived the downturn, but has become a key connectivity hub for the Southeastern US and Latin America, providing critical infrastructure to the U.S. military and the global domain name system. The NAP of the Americas is built to withstand a Category 5 hurricane, with its exterior protected by 7-inch thick steel-reinforced concrete panels. Six Hitech rotary UPS systems support the power infrastructure. More than 160 networks converge at the building, creating a major connectivity ecosystem. The three large globes on the roof of the facility house two 16-meter satellite dishes and a 14-meter dish to provide backup connectivity for mission-critical customers should the facility ever lose its fiber feeds. ”

MILSOFT CONNECTIVITY MAP: As follows.

Blue: Utility Infrastructure

Purple: Milsoft Infrastructure



3.3.2 INTERFACE: The primary interface with CWL will be through the OMS. The IVR is required to be MultiSpeak compliant. Offeror shall describe any other interfaces, such as a software client or web based access, to the system. **Milsoft IVR is almost exclusively integrated via MultiSpeak (MS.) Milsoft has been a huge supporter of and implementer of MS solutions. Milsoft has retained a position on the MultiSpeak Board since inception and has been pivotal in the authoring of and participation in most MultiSpeak interfaces that include our IVR, OMS, Engineering Analysis, and GIS solutions. It is our preferred method for integrations.**

Milsoft is wholly willing to participate with any OMS vendor of CWL's choosing who would need MS certification and testing.

NOTE: Milsoft does not believe in a competitive advantage philosophy whereby "integration functions are only available within our own product suite."

Milsoft has always been willing to provide the same full featured integration with a competitor that we provide within our own solutions, using MS. The following are a few of the primary integration functions/aspects available within our own IVR/OMS that we also provide via MS to any vendor the City may choose:

- Database sharing between OMS and IVR
- Identifying callers as CWL customers, and status of their involvement in an existing outage
- Providing a standard four tier response to callers who are involved in an existing outage, as determined by the OMS prediction engine:
 - We are aware of outages in your area
 - We are aware of outages in your area and crews have been dispatched, as determined by the OMS crew management
 - We are aware of outages in your area, crews have been dispatched and restoration is underway, as determined by OMS crew management
 - We are aware of outages in your area, crews have been dispatched, and estimated time of restoration is XX:XX. As determined by ETOR assignment within OMS

Additionally:

MS integration will provide:

- Capability for dispatchers to create (voice to text OR text to speech) custom inbound greeting or outbound notifications
- Capability for callers to respond in the affirmative for a restoral notification callback, providing same automatically upon completion of the outage in OMS
 - IVR will provide an affirmative back to OMS for each customer indication
 - IVR will provide a negative back to OMS for each customer indicating power has not yet been restored (straggler)
- Capability for messages left by customers to be listened to & managed directly within the OMS solution
- Milsoft IVR can also provide dispatcher notifications or key account personnel notifications as outage conditions evolve

3.3.3 FUNCTION: The IVR shall be able to support up to 24 simultaneous incoming calls. Offerors shall propose their options for dealing with overflow that can occur during large outages. Read and Understood. Milsoft will provide a dedicated 24 port outage call handling solution with overflow capability included. Overflow within the Milsoft data center is provided in 288 port increments for manageability and is a pooled resource. Overflow is always available for those large event scenarios whereby the dedicated day-to-day capacity is not sufficient.

The IVR shall be able to, at a minimum, identify the caller based on caller ID or request account billing number or account number and associate that caller with an account within the Customer Information Service (CIS). The IVR must be able to determine if the caller is reporting an outage or requires an operator for customer service. **Comply.**

- Successful customer identification and outage report shall be communicated to the OMS without CWL personnel intervention. **Comply.**
- Unsuccessful customer identification or request for other services shall be forwarded to the correct CWL phone numbers. Call tree to be provided by CWL during implementation. **Comply.**

The IVR shall be able to perform a call back function based on input from the OMS. For example, the IVR shall have the ability to call back a customer who has reported an outage once the outage has been restored. **Comply.**

Additional features such as second language, voice-to-text, billing interface, etc. will be considered by CWL. Offeror should provide details on these options in the proposal and indicate whether this is part of the base proposal or is an additional charge. **Comply. The Milsoft offering is all inclusive and includes Voice Recognition, Text to Speech, and Second Language.**

NOTE: Milsoft also includes email and texting functionality within its products as yet another communication venue. The texting features require a texting gateway provider and Milsoft utilizes TextPower for this service. A quotation has been included in this proposal for TextPower gateway services for CWL consideration.

Other products that may fall outside the scope of an IVR may be included in the proposal as options. Such products could include products that are popular with other municipal entities or utilities. **Milsoft offers a full suite of customer service products called Telelink and a second and optional quotation has been provided for same.**

Telelink includes:

Inbound: Account balance/inquiry, pay by credit card/debit card or e-check, payment extensions, appointment scheduling, and information hotline.

Outbound: Customer notification for past due or pending disconnect, emergency notifications, individually or in mass, and surveys.

3.3.4 SUMMARY OF CALL HISTORY: In 2013, the IVR answered 17,996 incoming calls. The average length of a call was 59 seconds. The number of callbacks made was 198. The average length of those calls was 49 seconds. **Read and understood.**

In 2014, the IVR answered 23,551 incoming calls. The average length of a call was 65 seconds. The number of callbacks made was 355. The average length of those calls was 49 seconds. **Read and understood.**

In 2015, the IVR answered 13,904 incoming calls. The average length of a call was 56 seconds. The number of callbacks made was 400. The average length of those calls was 48 seconds. **Read and understood.**

In 2016, the IVR answered 14,266 incoming calls. The average length of a call was 53 seconds. The number of callbacks made was 817. The average length of those calls was 49 seconds. **Read and understood.**

For the first quarter of 2017, the IVR answered 2,457 calls. The average length of a call was 47 seconds. The number of callbacks made was 63. The average length of those calls was 45 seconds. **Read and understood.**

3.4 QUALITY ASSURANCE:

3.4.1 GENERAL: CWL shall have the right to constantly verify that the offeror designs, develops and delivers a well-engineered, fully functional and contractually compliant system in a timely manner. To this effect, a Quality Assurance (QA) Program managed by the offeror shall be followed throughout the project. **Read and understood.**

The offeror shall ensure the use of industry accepted standards and well documented QA processes, techniques, and practices throughout this project. This QA program shall be adhered to for the requirement definition, design, development as well as unit and system testing of all project deliverable including documentation, hardware (if applicable) and software. Such a QA program shall be an aid to minimize variance and/or defects. CWL shall be given access to the offerors QA program as well as of all system deficiencies and their corresponding correction process throughout the project. **See Milsoft's Project Plan and Schedule samples attached separately.**

For the acceptance of the system, both structured and unstructured tests shall be performed at different stages of the project. CWL shall have the right to interrupt, delay or to cancel any current or planned testing if CWL considers that the functionality of the system being tested, or to be tested, is not ready to be formally tested. The criteria to be sued to make the readiness determination of the functionality shall be defined at the Statement of Work (SOW) definition with the selected vendor. **Read and understood.**

3.5 CITY'S CLOUD COMPUTING REQUIREMENTS:

City's Cloud Computing Requirements are attached to RFP as Exhibit B. Upon award of a contract, these requirements will be included in the contract. Any exceptions to these requirements must be noted in bid response. **Read and understood.**

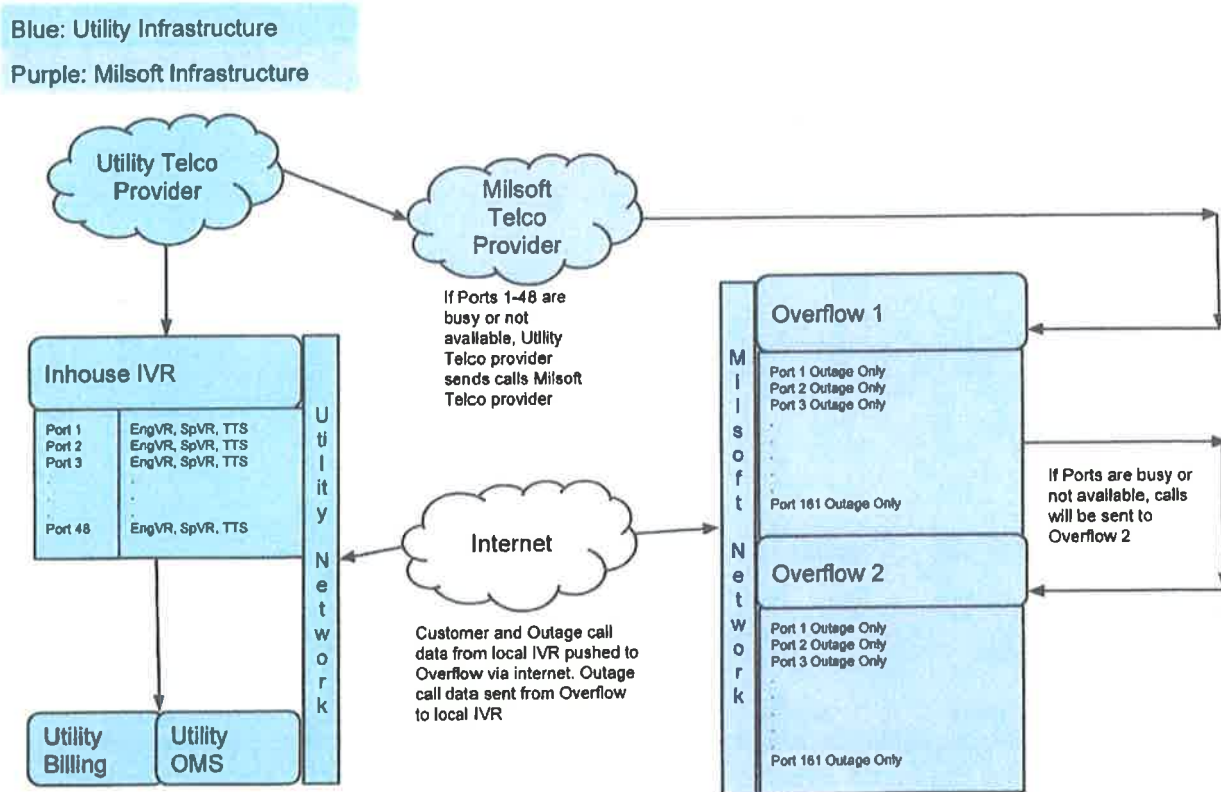
4. OFFERORS INSTRUCTIONS:

- 4.1 **FORMAT OF PROPOSAL:** The offerors' proposal should be a clear, concise description of how the offeror intends to provide the services set forth herein. To receive high marks, the proposal should outline how the offeror plans to address each key issue noted in the Scope of Work. **It is understood that a project specific SOW will be mutually developed and agreed between Milsoft (selected vendor) and The City upon award of contract, per paragraph 3.4.**

Offeror submission shall be in the following format:

1. **TRANSMITTAL LETTER:** All offerors must submit a transmittal letter prepared on their letterhead. An individual who is authorized to bind this Firm to all statements, services, and prices contained in the proposal for both the primary and sub firms must sign the letter. In addition, a letter from any sub-vendor to be used in the service should be included. This letter must be signed by an individual who is authorized to bind the firm and should give a brief description of the work they are to perform.
2. **QUALIFICATIONS/OTHER INFORMATION:** The purpose of this section is to provide offerors the opportunity to present their experience and qualifications for proposal on this project. This section must include the following components: **See Milsoft's Profile attached separately.**
 - a. A brief description of the history and background of the offeror's firm, including the date established and ownership structure including any parent companies, subsidiaries, affiliates, and other related entities. Include the number length the company has been in service.
 - b. Name, address, Phone and fax number(s) and email address of firm.
 - c. Name and title of primary contact person.
 - d. Indicate offeror's competitive advantages over other companies providing similar service. **Milsoft has provided IVR services directly to the utility market space for 27+ years. We offer both onsite, onsite with overflow, and purely cloud based hosted IVR solutions. Our average employee tenure is 12+ years. Milsoft support is rated the best in the industry. Milsoft wholly embraces MultiSpeak and strives never to dissuade a client from integration desired due to competitive concerns with a competing vendor. Milsoft's biggest advantage is our customer first and always philosophy, to the exclusion of profit. We remain a market leader in an increasingly competitive environment because we truly see the customer as the most important part of our day... the very reason for our existence.**

- e. Describe offeror’s IVR platform. Offeror shall capture all items from section 3.3 - **Milsoft will provide a 24 port dedicated hosted outage call handling solution, with massive overflow capability, second language, text to speech, and voice recognition to The City of Columbia... this solution will include all integrations via MultiSpeak. Milsoft provides within this response, the option for The City to consider our Telelink IVR suite of customer service solutions and also text communications services**
- f. Description of how calls will be routed through infrastructure. Describe how calls will be transferred or re-routed to City facilities, hosted IVR systems, and outsourced contact center partners.
See Milsoft diagram following.



- g. Provide an overview of offeror’s client services function and describe the support structure. **See Milsoft Support attached separately.**

- h. At a high level, describe offeror's infrastructure and data centers. Indicate any methods used to maximize uptime, and describe the data security plans.

Milsoft's Hosted / Cloud services are provided in and through the Equinix (formerly owned by Verizon) TerreMark NAP of the Americas facility located in Miami Florida. This facility is carrier agnostic and rated a top tier data center within North America, ranked the fourth busiest internet / data exchange site in the U.S. TerreMark houses clients the caliber of the FBI, Homeland Security, and the DEA. Security is top echelon. Milsoft's infrastructure is wholly redundant with failover & disaster recovery, and have never experienced a catastrophic failure. Scalability is virtually unlimited and the requirements of the City of Columbia for capacity are wholly reasonable. Data security plans will be provided upon award.

- i. List of similar work performed for other municipalities or agencies, including a description of work and the name of municipality or agency, and the action taken as a result of the work. A list of references shall be included.

References (All references similar in size and scope to CWL):

City of Kissimmee Florida

Contact: Terrance Farley
tfarley@kua.com
407.933.7777 x2189

Central EMC, Sanford North Carolina

Contact: Angela Hare
harea@cemcpower.com
919.774.4131 x135

Beauregard Electric Cooperative, DeRidder, LA

Contact: Mike Luttrell
mluttrell@beci.com
337.462.8315

City of Ocala Florida

Contact: Chad Lynch
clynch@ocalafl.org
352.351.6636

3. **INSTALLATION AND IMPLEMENTATION:** Describe your firm's approach to installation and implementation. Include an implementation timeline. **Milsoft proposes we can transition the City to a fully hosted IVR solution in +/- 120 days assuming the selected OMS vendor is already MS compliant. See Milsoft's Project Plan and Schedule samples attached separately.**
 4. **SERVICE AND MAINTENANCE AGREEMENTS:** Describe your firm's service and maintenance agreement. **24 / 7 x 365 Support and Maintenance is included in all Milsoft hosted product models.**
 5. **PRICING:** Pricing shall be broken out and clearly separated from the rest of the proposal. **Read and Understood. See attached quotes for a primary system (IVR Outage Call Handling with integration to as yet unknown OMS solution via MS) and optional Telelink and Texting Services functions.**
 6. **SUPPORT:** Describe how your product is supported throughout its lifecycle. **Milsoft routinely provides upgrades and enhancements at no further cost to the customer. A hosted solution by nature also precludes any future concerns with hardware upgrades or telephony upgrades, etc.**
- 4.2 **SUBCONTRACTING:** If offeror proposes to use subcontractors for this project, offeror shall supply the information below for each subcontractor offeror proposes to use on the project. This information shall be submitted no later than three business days after proposal closing. **No subcontractors are proposed or anticipated.**
- Subcontractor Name/Address
 - Work Assigned
 - DBE Firm
- 4.3 **W-9 SUBMISSION:** Offeror shall provide a current W-9 by using any of the following methods (Exhibit A): **Milsoft W-9 provided separately**
1. Uploading and attaching to RFP response
 2. Emailing the W-9 to the Procurement Officer named on the header of this document.
 3. Mail to City of Columbia Purchasing Division, 701 E Broadway, 5th Floor, Columbia, MO 65201

5. EVALUATION AND AWARD

- 5.1 EVALUATION: City of Columbia reserves the right to reject any or all proposals, to negotiate with any respondent considered qualified, or to make an award without further discussion. Evaluation will be based on all elements of response to proposal criteria. **Read and understood.**

It is the purpose of this Request for Proposal to obtain data as complete as possible from each respondent that will enable the City to determine which prospective firm is best able to provide all the criteria to be considered in the award of this contract. Evaluation of the respondents qualifying as finalists will be based on the following criteria, listed in relative order of importance: **Read and understood**

30 points: Price

30 points: Ability to meet specifications as outlined in section 3

20 points: Experience/References (focus on municipalities)

20 points: General Information (Quality of proposal, other features that may be of benefit to the City)

Failure of the Offeror to provide in their proposal any information requested in this RFP may result in disqualification of the proposal and shall be the responsibility of the proposing individual or firm. **Read and understood.**

During the evaluation process, discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for an award. It will be the recommendation of the evaluation committee if discussions for clarification are needed. **Read and understood.**

The objective of the evaluation committee will be to recommend the Offeror whose proposal is most responsive to City needs while within the available resources. The specifications within this RFP represent the minimum performance necessary for response. **Read and understood.**

- 5.2 SELECTION AND AWARD: City reserves the right to reject any or all proposals, to negotiate with any respondent considered qualified, or to make an award without further discussion. **Read and understood.**

Cloud Policies Response

**Columbia Water and Light
RFP 100/2017
Interactive Voice Response System (IVR)
Cloud Policies - Milsoft Response**

External Cloud Policies

When the City of Columbia purchases services from an external cloud provider, as defined in this cloud strategy, the following policies must be followed:

2.0 Responsibilities of the City of Columbia

The City of Columbia will carry out the following tasks for every external cloud deployment as defined in this cloud strategy

- 2.1 The City of Columbia will establish a written agreement with the cloud vendor. This agreement will explicitly state the responsibilities of the vendor. **Read and understood.**
- 2.2 Prior to deployment, the City of Columbia will identify the regulations and standards that in force over the data or systems that may be moved to an external cloud. The City of Columbia will develop procedures and agreements with the cloud vendors to ensure compliance with all applicable regulations and standards. **Read and understood.**
- 2.3 The City of Columbia will establish an acceptable time frame for the vendor to respond to open records requests **Read and understood.**
- 2.4 The City of Columbia will establish a plan for the lifecycle of the service. The plan for the end of the service shall include what data will be extracted from the service, how data will be delivered, how the vendor will destroy data, and the price for these services. Data extracted from any system shall include transactional metadata, such as when data was added or changed and by whom. **Read and understood.**
- 2.5 The City of Columbia will calculate the anticipated load that will be placed on the City of Columbia internet connection. If the internet connection cannot handle the load a load management plan will be created and implemented prior to service implementation. **Read and understood.**
- 2.6 The City of Columbia will establish a business continuity plan that can be put into effect if the service ever becomes unavailable. **Read and understood.**
- 2.7 The City of Columbia shall manage all user accounts for the service. User accounts shall be managed through the existing security track procedures. **Read and understood with comment: Milsoft will comply with all User Account Management Security Protocols established by The City. User Accounts Security will also however need to include an understanding by The City of how Milsoft manages their Client User Accounts to ensure security for both entities is rock solid.**

3.0 Responsibilities of the Vendors

All external cloud vendors, defined as vendors providing any cloud services as defined in this strategy to the City of Columbia must adhere to the following policies

3.1 Records Requests

3.1.1 The vendor will respond to records request within the timeframe stated in the agreement. The vendor will accept liability if the records request is not fulfilled in the agreed upon timeframe. **Read and understood.**

3.2 Using City of Columbia Domain Names

3.2.1 All cloud deployments that are intended to perform a service for our customers will be deployed using the CoMo.gov domain name. **Read and understood.**

3.2.2 The City of Columbia IT Department will be the sole entity responsible for the CoMo.gov domain name. The cloud vendor shall not expect to maintain DNS records belonging to the City of Columbia **read and understood.**

3.2.2.1 The cloud vendor will provide the IP addresses used for the service prior to deployment. The City of Columbia IT Department will update the CoMo.gov domain records accordingly. **Read and understood.**

3.2.2.2 The cloud vendor shall not change the addresses used with a frequency of greater than once per year **read and understood.**

3.2.2.3 The cloud vendor shall notify the City of Columbia IT department in writing on official letterhead 30 days in advance of any IP address changes **read and understood.**

3.2.2.4 The cloud vendor will use the CoMo.gov only for the business purposes authorized by this agreement **read and understood.**

3.2.3 Email from CoMo.gov

When sending email from the service using the CoMo.gov domain name, the following additional policies will be in effect

3.2.3.1 The cloud vendor will provide the IP addresses from which email will be sent. The City of Columbia IT Department will use this information to update the CoMo.gov SPF record. **Read and understood.**

3.2.3.2 The addresses provided to the City of Columbia as required in 3.2.3.1 shall be only those IP addresses that are used to send email using the CoMo.gov domain name. **Read and understood.**

3.2.3.3 The City of Columbia will update the CoMo.gov SPF records according to the same policies and timelines as defined in 3.2.2 of this policy. **Read and understood.**

3.2.3.4 The cloud vendor will take all reasonable precautions to ensure that SPAM is not sent using the CoMo.gov domain or from any IP address under cloud vendor control that has been associated with the CoMo.gov domain. **Read and understood.**

3.2.3.5 The cloud vendor will react to email abuse reports in a timely manner **read and understood.**

3.3 Standards and Regulations

3.3.1 The cloud vendor will adhere to relevant standards. For example, SaaS vendors deploying products over the web shall adhere to OWASP or similar standards. **Read and understood.**

3.3.2 The cloud vendor shall take responsibility for all regulatory compliance. **Read and understood.**

3.3.3 The cloud vendor shall conduct regular security audits of their systems. The security audits shall include internal and external review of system security and the security of all code used by the vendor. The vendor shall react promptly to mitigate the vulnerabilities identified by security audits. **Read and understood.**

3.4 System Integration

When an external cloud deployment requires access to existing information system infrastructure the following policies must be followed

3.4.1 Software should run with least possible privilege. For example, if database access needs to be given, the system account should have the least possible privilege; it should not run as a user that has access to schema outside of its need. **Read and understood.**

3.4.2 System account names should not be easily guessed. Passwords for these accounts should not be easily guessed and should be different from other customers with the same product. Connections from system accounts should be, where appropriate and possible, controlled via access lists. **Read and understood.**

3.5 Deployment and Customization

3.5.1 The cloud vendor shall disclose any authentication information that exists by default. The cloud vendor shall work with the City of Columbia to remove or change these accounts from their default values. The vendor shall not deploy services to the City of Columbia where system accounts are shared with other entities. **Read and understood.**

3.6 Encryption

3.6.1 Cloud vendor shall establish a suitable data encryption scheme for data in transit between the City of Columbia, its customers, and the vendor. The City of Columbia will determine the suitability of the encryption scheme. **Read and understood.**

3.6.2 Cloud vendor shall establish a suitable encryption for City of Columbia data while in storage for both live and backup media. The City of Columbia will determine the suitability of the encryption scheme. **Read and understood.**

3.6.3 No encryption scheme will be considered suitable if City of Columbia data can be recovered using the same decryption key as that of another customer of the cloud vendor. **Read and understood.**

3.7 Incident Preparation

3.7.1 The cloud vendor will take responsibility for keeping their system software up to date. Vendors should monitor relevant discussion boards and mailing lists for security problems with products they use. **Read and understood.**

3.7.2 The cloud vendors shall have a method for customers and others to report security problems. This method should be well publicized and accessible. Vendors should have a method for prioritizing and acting on reports of security problems. **Read and understood.**

3.7.3 The cloud vendors shall have a method for correcting discovered vulnerabilities. Vulnerabilities should be prioritized and corrected based on the risk vulnerability exploitation would pose to its customers. Vulnerability mitigation efforts should be tested by the vendor, as appropriate, prior to their release. **Read and understood.**

3.8 Incident Response

3.8.1 The cloud vendor will take responsibility for security incident handling if their system is compromised. **Read and understood.**

3.8.2 The cloud vendor shall immediately notify the City of Columbia of any breaches and will advise what information has been compromised. If this information is later found to be inaccurate the cloud vendor will immediately notify the City of Columbia with the correct information. **Read and understood.**

3.8.3 If investigation, containment, and eradication efforts by the City of Columbia incur costs while fault lies with the cloud vendor, the cloud vendor will assume the costs. **Read and understood.**

3.8.4 The cloud vendor will provide a rapid contact method for reporting suspected abuse, 24x7x365. The cloud vendor will react in a timely manner to abuse reports from the City of Columbia **read and understood.**

3.8.5 The cloud vendor will provide their incident response plans. Response plans will include procedures for both security incident and disaster incident response. Read and understood. Upon Award, Milsoft will provide all appropriate security and incident / disaster response plan documentation.

Pricing



Schedule A

Quote Number: 46465 27
 Date: 08/20/2017
 Account Manager: David Pittman
 Email: david.pittman@milsoft.com
 Phone: 800.344.5647
 Valid Until: 12/29/2017

Bill To	Ship To
Mr. Lawrence Luck Columbia Water and Light (MO) P. O. Box 6015 Columbia, MO 65205 USA	Mr. Lawrence Luck Columbia Water and Light (MO) 701 E. Broadway, 5th Floor, Columbia, MO 65201 USA

RFP 100/2017 – Interactive Voice Response

Milsoft Communications

Quantity	Product	List Price	Ext. Price
1	IVR Hosted System 24 Lines Dedicated 24 Port Hosted Solution that includes: Caller ID, Second Language, Text-to-Speech, Voice Recognition, and Milsoft Outage Call Handling solution. Further includes Project Management Services and applicable integration services to OMS and CIS. Support and Maintenance is included. Overflow calls (calls that exceed 24) will be handled by Milsoft's pooled service solution.	\$40,236.00	\$40,236.00
1	IVR Hosted Monthly 24 Lines Monthly subscription fee for a 24 Line Hosted Dedicated IVR System. Includes Milsoft Outage Call Handling. Call charges billed at \$0.05 per call. (3) year contract term Support included.	\$2,076.00	\$2,076.00

Subtotal: \$42,312.00
 Total: \$42,312.00

Grand Total

Subtotal: \$42,312.00
 Total: \$42,312.00

Quote Acceptance:

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

Terms and Conditions - Interactive Voice Response - Hosted System**Payment Terms**

- Payment due upon receipt of invoice
- (3) year initial term with automatic renewals for (1) year unless cancelled in writing
- 100% of Hosted System cost invoiced upon quote acceptance
- Subscription invoiced monthly
- Call handling fees, as quoted, invoiced monthly
- Call charges billed at \$.05 per call

Price Exclusion

- Fee (\$10,000) to audit and gain compliance for a non-approved payment gateway

Web Training

- Available after initial training has been completed
- Invoiced after completion at the rate of \$250 per hour

Account Name: _____

Accepted By: _____

Printed Name: _____

Date: _____

PO# (if applicable): _____

Submission Options:

Email: quotes@milsoft.com

Fax: 325-690-0338

Mail: Milsoft Utility Solutions, Inc.

P.O. Box 5726

Abilene, TX 79608



Schedule A

Quote Number: 47072 29
 Date: 08/20/2017
 Account Manager: David Pittman
 Email: david.pittman@milsoft.com
 Phone: 800.344.5647
 Valid Until: 12/29/2017

Bill To	Ship To
Mr. Lawrence Luck Columbia Water and Light (MO) P. O. Box 6015 Columbia, MO 65205 USA	Mr. Lawrence Luck Columbia Water and Light (MO) 701 E. Broadway, 5th Floor Columbia, MO 65201 USA

Request for Proposal 100/2017
 Interactive Voice Response (IVR)

OPTIONAL FUNCTIONALITY

Hosted Telelink - Optional Quote

Quantity	Quoted Line Item	List Price	Ext. Price
1	Hosted Telelink Setup and Configuration Includes entire Telelink Suite for Global, Notifications, Delinquent Account Notifications, Account Inquiry, Pay by CC, Debit or E-check, Surveys, Consumer Information and Appointment Scheduling	\$22,820.00	\$22,820.00
1	Monthly Subscription Fee	\$1,191.00	\$1,191.00

Subtotal: \$24,011.00

Total: \$24,011.00

Grand Total

Subtotal: \$24,011.00

Total: \$24,011.00

Quote Acceptance:

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

Terms and Conditions - Interactive Voice Response - Hosted System**Payment Terms**

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- 100% of Hosted System cost invoiced upon quote acceptance
- Subscription invoiced monthly
- Call charges billed at \$.05 per call

Price Exclusion

- Fee (\$3,500) to audit and gain compliance for a non-approved payment gateway

Web Training

- Available after initial training has been completed
- Invoiced after completion at the rate of \$250 per hour

Account Name: _____

Accepted By: _____

Printed Name: _____

Date: _____

PO# (if applicable): _____

Submission Options:

Email: quotes@milsoft.com

Fax: 325-690-0338

Mail: Milsoft Utility Solutions, Inc.

P.O. Box 5726

Abilene, TX 79608



OPTIONAL

Text Power Delivers Timely Connections

Utilities and other businesses select TextPower to provide a fully integrated messaging solution in a way that communicates real time with people in order to impact their lives in some way.

TextPower believes that text messaging can play a significant role in the connectivity between people and machines. Updates, alerts, information, and requests for instant feedback can be sent immediately to improve customer service, while increasing efficiency and profitability.

- *Recent studies show that text messages are opened 95% of the time within 3-4 minutes.*
- *New Braunfels Utilities (TX) showed over a 50% decrease in incoming calls during outages after implementing the TextPower platform.*
- *Texting reaches your customers immediately wherever they happen to be, even when they are unavailable to talk.*
- *Utility consumers choose text over email or phone calls over 80% of time.*
- *Only TextPower provides daily monitoring of disconnected phone numbers and other tools to help you stay in compliance with the TCPA guidelines (Telephone Consumer Protection Act)*

Whether it is learning of a pending storm or an out of service condition, a reminder for security system activations/alarms or overdue payments, or peak demand avoidance notifications, customers have the information in the palm of their hand instantly.

Existing customers' uses of TextPower's integrated messaging solutions:

- Integration with Outage Management Systems (OMS) for alerts to/from consumers
- 2-way communication with field crews on one-to-one or one-to-many basis
- Alerts on water leaks reaching customers to take timely action
- Immediate mass alerts of storms or emergency preparedness notices
- Integration with IVR for 24x7 notification of critical information
- Disconnect notices or notification to recharge prepaid accounts
- "Beat The Peak" alerts to curtail load or water conservation alerts with immediate call to action when needed instead of relying on consumers remembering bill inserts or newsletters weeks later
- Surveys or voting by consumers on issues or service questionnaires

Using a full complement of API tools to integrate with Billing, OMS and IVR systems, TextPower's integration with your back-office systems allows the creation of event-triggered alerts - when something happens, or when something reaches a predetermined threshold, a message can be automatically sent to a cell phone, or group of cell phones, advising your customers. This can include integration with your electric, water, cable, wastewater and security systems.

Utility Messaging Solutions

Integrate TextPower with the billing system to improve cash flow and reduce disconnects

- send payment or low balance (pre-paid) reminders
- Give payment option by text (if credit card is on file)
- Provide access to balance information
- Add money to pre-paid meters

Notify customers of outages and provide status

- Send only to those affected
- Receive texts from customers who are experiencing power outage and integrate with OMS/IVR
- Allow customers to check the status of outages via text without human intervention

Reduce consumption and control costs during peak demand periods, alert customers to:

- Options to reschedule energy use or over-ride when shedding the load
- Anomalies in energy or water use
- Upcoming control dates and times (Beat the Peak notifications)
- Meter data (also offer customers access to meter data on demand)

Immediately share details of emergency situations and significant outages to:

- Inform customers of pending storms or possible outage potentials
- Account Managers and Sr. Management for large accounts

Give customers control by text to alternate between electric and renewable power resources

Add "Social" communications

- Promote community events
- Solicit real-time feedback and rating of service calls
- Seek support for legislative campaigns
- Obtain votes or poll customers on upcoming decisions

Augment the IVR to reduce call handling costs and improve customer satisfaction

- Accept customer notifications of power outages, lines down, trees that need trimming and lights out by text
- Provide hours of operation and address information for payments by text

The TextPower Difference

Businesses depend upon TextPower's mission-critical reliability. Our texts are delivered more than 99.9% of the time due to exclusive features such as:

- Geo-redundant backups (different regions of the country)
- Automated error resolution and resend on failed messages
- Cloud-based services that are redundant and fully scaleable for any needed demand

TextPower takes seriously the commitment to protect customer information. The use of mobile numbers, email addresses and message content are strictly limited to those in the company with a need for access. TextPower does not share or sell customer information with anyone, ever.

Examples of TextPower Utility Industry Partners/Customers



Milsoft conducted a test of several text delivery companies before selecting TextPower as their partner to integrate texting with their IVR and OMS platform. The partnership enables utilities to receive texts that automatically trigger an outage event in the OMS, send alerts for a variety of reasons, including: outages (planned or not), restoral of service, load control for peak demand situations, and key account special communications.



CRC has also chosen TextPower's platform to integrate with their systems to allow inbound text outage reports directly from utility customers. CRC utility customers are using innovative mobile communications that allow their members to report an outage, to receive outage or restoral notices and to obtain a status during an extended outage; as well as expanded uses for late payment notices.



Northeast Nebraska Public Power District (NNPPD)

NNPPD sends text messages each summer to their largest system irrigators during peak load periods requesting consumption be delayed. As a result, during summer months NNPPD demand purchases were initially reduced by 64%.



NBU uses the TextPower system for receiving outage notifications from customers, as well as sending them alerts for both planned outages as well as alerts when water leaks are detected. They reduced incoming phone calls to their call center by over 50% using the text messaging system. Read the case study here: <http://bit.ly/TextPower-CaseStudy-NewBraunfels>



South Central Power has implemented the TextPower system for member notifications and finds that it is far superior to social media for informing members of important information on a real-time basis. Read the case study here: <http://bit.ly/TextPower-CaseStudy-SouthCentralPower>



Rappahannock Electric uses TextPower to inform members of outages, as well as warn them of pending storms that may impact their service, including a link in the text to emergency preparedness checklists. See their case study here: <http://bit.ly/TextPower-CaseStudy-Rappahannock>

SAMPLE UTILITY CLIENTS



TextPower, Inc.
27134-A Paseo Espada, Suite 324
San Juan Capistrano, CA 92675

www.textpower.com

info@textpower.com
818.222.8600



Pricing Proposal for City of Columbia, MO

NUMBER OF MONTHLY MESSAGES	<ul style="list-style-type: none"> • One-time setup fee \$2,495 • Monthly access fee \$375 (includes 5,000 texts and unlimited emails). Other monthly options below. • Includes web access, shared short code, advanced API interface, CAP Download, TCPA Compliance and opt-in widgets • Assumes two-year contract
First 10,000	\$0.045 (5,000 included)
10,001 – 25,000	\$0.042
25,001 – 50,000	\$0.038
50,001 – 100,000	\$0.033
100,001 – 250,000	\$0.029
250,001 – 500,000	\$0.025
500,001 – 1,000,000	\$0.019

*Additional messages can be bundled in the monthly fee for a lower per message fee than ad-hoc

<u># Texts Included</u>	<u>Monthly Fee</u>	<u># emails</u>
10,000	\$579	Unltd. if Client's Server
15,000	\$759	"
20,000	\$929	"
25,000	\$1,089	"
50,000	\$1,795	"

Short Code Option:

Shared Short Code with keywords

- Includes up to 10 keywords
- Mobile users must start each mobile-originated message with your company's selected keyword

Dedicated Short Code

- One-time setup fee for short code of \$4,500 (includes full carrier certification)
- Monthly fee for lease and hosting (quarterly payment upon order and monthly starting first month):
 - \$ 750 (randomly selected 5 digit short code)
 - \$1250 ("vanity" short code of 5 or 6 digits – availability permitting)

Additional options and components:

- | | |
|----------------------------------------------------|---------------------------------------------------------------------------|
| • Custom Technical Support (if needed) | \$175/hour (All setup fees quoted above are for standard functions.) |
| • Carrier Lookups for numbers | \$0.02 each |
| • Assumes emails sent through Client email server. | Standard one-time setup to interface with Client's server (usually \$499) |
| • Text-enable your Toll-Free Number | \$399 setup plus \$99/month |
| • Integration with Milsoft IVR/OMS | Included |

- **Communications Assurance Program (CAP)**
Download and lookup of all phone numbers in CIS
(populating Opt-in DB with all mobile numbers) **Included** in setup plus \$0.02 per
telephone number
- **TCPA Compliance Program**
Daily review of all numbers to identify and remove
disconnected mobiles (Separate report - \$129/mo) **Included**

City has the option to use the TextPower platform for other City uses outside the utility department at no additional cost (except the cost of additional text messages).

For example, Parks & Recreation can setup groups for field closures or schedule updates to Little League, Golf Course tee times or AYSO soccer; Public Works can alert citizens for street closures or asphalt resurfacing; alerts can be sent for sanitation pickup changes, the Municipal Court can send texts for hearing reminders, etc. Citizens can also report via text not only utility issues, but could also report streetlights out, potholes, code violations, graffiti and other issues with the text report being posted to the appropriate City department.

Milsoft Attachments

Give Form to the requester. Do not send to the IRS.

Request for Taxpayer Identification Number and Certification

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Milsoft Utility Solutions, Inc.	
2 Business name/disregarded entity name, if different from above N/A	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ^a Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ^a	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) 4400 Buffalo Gap Road, Suite 5150	Requester's name and address (optional)
6 City, state, and ZIP code Abilene, Texas 79606	
7 List account number(s) here (optional) N/A	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
7	5	-	2	2	5	5	6	2
								4

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person <i>Debra Allison</i>	Date ^a <i>08/16/17</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.
- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Columbia Water and Light RFP 100/2017 Hosted Interactive Voice Response System

Milsoft Support

Nothing is as important to us as supporting our Customers.

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

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

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

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

Users of mission critical OMS & IVR systems receive 24/7/365 remote support, including all holidays. Support is available for all other products (EA, GIS and Field Engineering) from 8:00 am to 5:00 pm, US Central Time Zone, Monday through Friday.

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

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

**Columbia Water and Light
RFP 100/2017
Hosted Interactive Voice Response System**

Milsoft Sample Project Plan

Project Plan Format and Schedule for illustration only – actual plan and timeline will vary and be mutually developed and agreed by the Milsoft and Columbia Water and Light project teams.

Meeting project objectives will require the commitment of personnel, time and resources by Milsoft and Columbia Water and Light (CWL). Milsoft proposes the following 5 phase process for accomplishing this project. Initiation benchmark will be Notice of Award:

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

Phase 1 – Project Teams – 2 Weeks

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

Phase 2 – Scope of Work Development – 2 Weeks

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

Phase 3 – Scripting and / or Interface Development – 2 to 12 Weeks if / as required

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

Phase 4 - Solution Deployment - Testing and Refinement – 4 Weeks

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

Phase 5 – Solution Implementation and Go-Live – 1 Week

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

Project Evaluation – 1 Week

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

CWL Resources for the Project:

1. Resource type, e.g. Project Manager, IT resources, functional resources.
 Project Manager
 System Administrator
 IT Representative
 User Lead Person / Trainer
2. Estimated percent of time required for deployment phases and post deployment (support) phase.
 Project Manager – 10% during deployment; only occasionally following
 System Administrator – 10% during deployment; only occasionally following
 IT Representative – 5% during deployment; only occasionally following
 User Lead Person / Trainer – 10% during deployment; routinely following
3. Required technical skills, e.g. SQL.
 Project Manager – Business processes and project objectives
 System Administrator – Overall systems expertise, knowledge and competence. SQL.
 IT Representative – Technical and equipment expertise
 User Lead Person / Trainer – System competence and experience. SQL for reports helpful.
4. Training requirements.
 Project Manager – Systems overview and fundamentals of processes
 System Administrator – Systems set up, configuration and maintenance familiarity
 IT Representative – Systems set up and hardware
 User Lead Person / Trainer – Full systems use and routine management. Serves as trainer
5. Hardware Required.
 CWL will be expected to provide all client hardware (if required) for the Milsoft solutions.

**Columbia Water and Light (CWL)
RFP 100/2017
Hosted Interactive Voice Response System**

Milsoft (MUS) Sample Project Schedule – Actual Schedule will vary

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

NOTE: This is a sample project plan for illustration only. The actual plan and timelines will be jointly developed and mutually agreed by the Milsoft and Columbia teams during the initial planning phase of the project following award.

Milsoft Hosted

Interactive Voice Response

Regardless of whether you use Milsoft IVR in a hosted environment or you purchase it and maintain it at your utility, you get the same benefits of an on-site IVR system. These benefits include fast, reliable performance designed to increase your team's effectiveness and your customer's service levels in a variety of utility environments

Cloud technology offers customers choices regarding whether to buy or not to buy the hardware and software. You can now choose to have your IVR and Automated Customer Services hosted off-site. This has a rippling affect throughout your organization. With no hardware and software to maintain, in-house staff can be used to support customers more. Your IT team is spared the task of maintaining another complex server and communications hardware project. Your budget is spared of large up front capital equipment expenses and the risks of dealing with obsolescence and equipment depreciation is completely removed. In other words, a Hosted IVR may make a lot of sense for your facility.

Automated Customer Service Made Easy

Milsoft's Automated Customer Service System (TeleLink®) is a powerful tool for bolstering customer and employee satisfaction levels. When added to your hosted IVR, the true power of a hosted IVR system is realized in full.

Each day, employees spend hours on simple, repetitive tasks. As a result, Customer Service Representatives often don't have time to deal with complicated issues. When this happens, it is often the customer who suffers. With Milsoft's Automated Customer Service System handling common requests, utility employees can devote more time to resolving difficult problems and providing a higher level of customer service. A significant number of employees would be required to match TeleLink's level of customer service support. For most organizations, this ongoing cost would prevent them from providing this level of service. With TeleLink, a reasonable, one time investment can eliminate the need for more customer service representatives, reducing both utility overhead and long-term expenses.





Hosted Services Must Be Secure

The system is "in the cloud" and functions every bit as effectively as the our on-site solution. It's important for us to state that your system is not just on any old server. We treat your system in the same way we would treat our own. With hacking and security risks looming for everyone, Milsoft has taken extreme measures to assure your communications system is safe. Your system will reside in the same facility that boasts some of the most secure clients in the world, including the FBI. Your system will reside in a Terremark facility. Terremark is dedicated to providing enterprises with the world's most sophisticated IT infrastructure and security solutions.

Terremark is a leader in the field of securing enterprise-class IT on a global scale with data centers in North America and the international community. They have passed SAS-70 Type II audits.

Key Milsoft Hosted IVR Metrics - Performance You Can Rely On

- Over 1.2 Million Outage Calls Processed
- Over 4 Million Proactive Outbound Notification Calls Made
- Nearly 1 Million Payments Made to Utilities
- Over 145 Million Dollars in Payments made to those Utilities

Service & Support you can Depend On

Milsoft stands behind all of our products and we are available when you need us most. We remain committed to being the best software support organization in the world. Our core values drive us to do the right thing for you every time. If you don't believe us, ask our users. Since 1989, Milsoft has supported our users with expert, dedicated employees who love to help you get your job done, day or night. If there are problems, Milsoft will always step up to help you solve them. A basic principal at Milsoft has always been to create valuable, lasting relationships with our users. We do that by being there every time.

Key Features of Milsoft Hosted IVR with Automated Customer Service System

- Voice recognition allows customers to speak their responses.
- Contact specific customers to notify them of past due accounts and permit those customers to pay their accounts by credit card.
- Provides account balance, amount due, electricity usage or any other information from customer records that the utility wants to give the customer access to.
- Let employees concentrate on tougher tasks and allow TeleLink to handle the common requests.
- Planned Service Interruptions. Automatically send out messages to all customers that may be affected by maintenance in their areas.
- Meeting Notifications. Need to announce a town-hall meeting or an internal meeting to discuss utility or municipality business? Meeting Notifications would work perfectly for that.
- Scheduling. How about letting customers set up their own schedule with an interactive calendar? Scheduling in Milsoft's Customer Service System allows just that. Customers log in, pick an open time and schedule their services.
- Public Information. Need to get out a public service message? Milsoft is also able to broadcast general or specific groups as the situation requires.
- No hardware, software or T1 lines
- Customer notification
- Delinquent account notification and collection
- Emergency notification
- Surveys
- Automated attendant
- Automated connect, reconnect, and disconnect
- Consumer information
- Payment extensions
- Credit card and e-check payments
- Appointment scheduling

Credit Cards Must Be Protected

Milsoft also assures that credit card transactions made by your customers are in compliance with Payment Card Industry Data Security Standard (PCI/DSS.) Why is this important? The PCI DSS compliance assures that Milsoft follows an actionable framework for robust payment card data security processes, including prevention, detection, and appropriate reaction to security incidents.

Milsoft Communications (IVR) Systems are in over 250 utilities with 25% of these on hosted IVR systems. In the past few years, Hosted IVR has become the preferred choice. There are three pricing methodologies.



New Braunfels Utilities Reduces Incoming Call Volume 55%

Detected Water Leaks And Power Outage Notifications Sent Using TextPower's SmartAlerts

Business Situation

New Braunfels Utilities (NBU) owns approximately 878 miles of electric distribution lines and provides almost 4 billion gallons of water per year for nearly 30,000 customers. In the business of power and water distribution, outages and service issues are inevitable. NBU focuses heavily on keeping their customers "dynamically connected" and initially was seeking a way to proactively inform customers about power outages. They turned to TextPower to implement an integrated, automated service that would help them provide information to customers in a form that they are accustomed to using: text messaging. Recognizing TextPower's market-leading experience with dozens of utilities nationwide, NBU was confident that it could address their needs.

Solution

TextPower was granted access to NBU's CIS database and checked each phone number to determine whether it was a landline or cell phone. All cell phone numbers were then imported into the TextPower system and customers were sent a "welcome" text with information describing how to report outages through text message. Following the bulk opt-in, customers were immediately able to report and receive updates about power outages. The outage reports received are fed directly to the OMS via integration with TextPower. As a result, NBU now has a fully automated outage reporting system.

While the system had been initially installed to handle power outages, NBU realized the effectiveness of text communication and decided to utilize it in other creative ways such as customer-side leak alerts. NBU leverages AMI water meter read data to identify customers with continuous consumption – which can be indicative of a customer-side leak. Customers with a 24-hour consumption report are sent a friendly text message to raise their awareness of a possible leak. TextPower's system allows NBU to embed a link in the text message that sends customers to web pages with far more information about leak detection in the home or business than they would accept in a text or phone call. All of this is done through TextPower's web-based application, AlertManager, which is able to send mass alerts at speeds of up to 300 messages per second.

Customers have responded with "extremely positive" feedback about both these uses and incoming call volume has been reduced by 55%. Following the initial "welcome" text message there has been a 97% acceptance rate (<3% opted out of future messages).



"We've gotten extremely positive feedback from our customers. This has been excellent for us."

~ Ryan Kelso
System Control Supervisor
New Braunfels Utilities



TextPower
Alert and authenticate using text messaging

Following the initial "welcome" text message there has been a 97% acceptance rate (<3% opted out of future messages)

TextPower Inc.

TextPower provides text messaging (SMS) solutions for mission-critical applications ranging from immediate communications with customers/staff to high security authentication of users. Our SmartAlerts™ platform provides utilities with tools that allow them to:

- ✓ 2-way text notifications of outages from/to consumers
- ✓ Notify consumers to curtail load in real-time with "Beat The Peak" alerts
- ✓ Simplify crew call-outs with text so they get the message when they cannot answer a phone
- ✓ Reduce costs and burden on call center or IVR when major outages occur
- ✓ Improve collections with real-time disconnect notices via text
- ✓ Integrate OMS and other systems with our MultiSpeak™ interface
- ✓ Easily integrate text opt-in processes with your website using TextPower widgets

New Braunfels Utilities

NBU is a municipally-owned utility that employs approximately 250 people in three lines of business: Electric, Water and Wastewater. The electric side consists of 878 miles of overhead and underground distribution lines with over 36,000 electric customers on the system. NBU operates 12 groundwater wells as well as an 8 million gallon per day surface water treatment plant with nearly 30,000 customers. The NBU Wastewater System contains approximately 375 miles of sewer mains and presently serves over 25,000 customers. The three wastewater treatment plants have a total capacity of 8.4 million gallons per day.

Other clients benefitting from our



27134-A Paseo Espada, Ste. 324, San Juan Capistrano, CA 92675
818-222-8600, www.textpower.com/utilities



TextPower
Alert and authenticate using text messaging

TCPA COMPLIANCE PROGRAM



Sleep easy knowing TextPower helps protect you from TCPA violations

TCPA COMPLIANCE PROGRAM

Our utility customers tell us that one of the most common reasons they are reluctant to send text messages to their customers is concern over violating the TCPA regulation that holds the message sender responsible for sending a message to a phone number that was disconnected and then reassigned to someone who is not their customer. This was the situation that affected one of the electric cooperatives last year and has been widely reported by the NRECA.

Even if a utility is not made aware by the previous owner of a disconnect or by the new owner that they don't want to receive any messages, the TCPA rules may still apply.

 **TextPower has developed a solution to protect our customers** 

TextPower reviews roughly **45,000,000** disconnected phone numbers **EVERY MONTH** and checks for matches in our system. If we find a disconnected number that matches a number in our system we remove it from all lists.

This assures our customers of not sending a text message to a number that has been reassigned after being added to the TextPower system and thus conforming to the TCPA guidelines. TextPower is the only company that protects its customers against that and gives them the confidence of sending messages without fear of this major concern that has impacted other utilities.

Just like our Communications Assurance Program (CAP) that identifies all mobile numbers in your CIS and automatically loads them into your TextPower account for sending informational and emergency text messages, this is yet another example of TextPower's commitment to protecting our utilities' use of text messaging services.

Send text messages with confidence - only with TextPower!



EXHIBIT C
CLOUD COMPUTING REQUIREMENTS

CITY OF COLUMBIA, MO
CLOUD COMPUTING REQUIREMENTS

External Cloud Policies

When the City of Columbia purchases services from an external cloud provider, as defined in this cloud strategy, the following policies must be followed:

2.0 Responsibilities of the City of Columbia

The City of Columbia will carry out the following tasks for every external cloud deployment as defined in this cloud strategy

- 2.1 The City of Columbia will establish a written agreement with the cloud vendor. This agreement will explicitly state the responsibilities of the vendor.
- 2.2 Prior to deployment, the City of Columbia will identify the regulations and standards that in force over the data or systems that may be moved to an external cloud. The City of Columbia will develop procedures and agreements with the cloud vendors to ensure compliance with all applicable regulations and standards.
- 2.3 The City of Columbia will establish an acceptable time frame for the vendor to respond to open records requests
- 2.4 The City of Columbia will establish a plan for the lifecycle of the service. The plan for the end of the service shall include what data will be extracted from the service, how data will be delivered, how the vendor will destroy data, and the price for these services. Data extracted from any system shall include transactional metadata, such as when data was added or changed and by whom.
- 2.5 The City of Columbia will calculate the anticipated load that will be placed on the City of Columbia internet connection. If the internet connection cannot handle the load a load management plan will be created and implemented prior to service implementation.
- 2.6 The City of Columbia will establish a business continuity plan that can be put into effect if the service ever becomes unavailable.
- 2.7 The City of Columbia shall manage all user accounts for the service. User accounts shall be managed through the existing security track procedures.

3.0 Responsibilities of the Vendors

All external cloud vendors, defined as vendors providing any cloud services as defined in this strategy to the City of Columbia must adhere to the following policies

3.1 Records Requests

3.1.1 The vendor will respond to records request within the timeframe stated in the agreement. The vendor will accept liability if the records request is not fulfilled in the agreed upon timeframe.

3.2 Using City of Columbia Domain Names

3.2.1 All cloud deployments that are intended to perform a service for our customers will be deployed using the CoMo.gov domain name.

3.2.2 The City of Columbia IT Department will be the sole entity responsible for the CoMo.gov domain name. The cloud vendor shall not expect to maintain DNS records belonging to the City of Columbia

3.2.2.1 The cloud vendor will provide the IP addresses used for the service prior to deployment. The City of Columbia IT Department will update the CoMo.gov domain records accordingly.

3.2.2.2 The cloud vendor shall not change the addresses used with a frequency of greater than once per year

3.2.2.3 The cloud vendor shall notify the City of Columbia IT department in writing on official letterhead 30 days in advance of any IP address changes

3.2.2.4 The cloud vendor will use the CoMo.gov only for the business purposes authorized by this agreement

3.2.3 Email from CoMo.gov

When sending email from the service using the CoMo.gov domain name, the following additional policies will be in effect

3.2.3.1 The cloud vendor will provide the IP addresses from which email will be sent. The City of Columbia IT Department will use this information to update the CoMo.gov SPF record.

3.2.3.2 The addresses provided to the City of Columbia as required in 3.2.3.1 shall be only those IP addresses that are used to send email using the CoMo.gov domain name.

3.2.3.3 The City of Columbia will update the CoMo.gov SPF records according to the same policies and timelines as defined in 3.2.2 of this policy.

3.2.3.4 The cloud vendor will take all reasonable precautions to ensure that SPAM is not sent using the CoMo.gov domain or from any IP address under cloud vendor control that has been associated with the CoMo.gov domain.

3.2.3.5 The cloud vendor will react to email abuse reports in a timely manner

3.3 Standards and Regulations

3.3.1 The cloud vendor will adhere to relevant standards. For example, SaaS vendors deploying products over the web shall adhere to OWASP or similar standards.

3.3.2 The cloud vendor shall take responsibility for all regulatory compliance.

3.3.3 The cloud vendor shall conduct regular security audits of their systems. The security audits shall include internal and external review of system security and the security of all code used by the vendor. The vendor shall react promptly to mitigate the vulnerabilities identified by security audits.

3.4 System Integration

When an external cloud deployment requires access to existing information system infrastructure the following policies must be followed

3.4.1 Software should run with least possible privilege. For example, if database access needs to be given, the system account should have the least possible privilege; it should not run as a user that has access to schema outside of its need.

3.4.2 System account names should not be easily guessed. Passwords for these accounts should not be easily guessed and should be different from other customers with the same product. Connections from system accounts should be, where appropriate and possible, controlled via access lists.

3.5 Deployment and Customization

3.5.1 The cloud vendor shall disclose any authentication information that exists by default. The cloud vendor shall work with the City of Columbia to remove or change these accounts from their default values. The vendor shall not deploy services to the City of Columbia where system accounts are shared with other entities.

3.6 Encryption

3.6.1 Cloud vendor shall establish a suitable data encryption scheme for data in transit between the City of Columbia, its customers, and the vendor. The City of Columbia will determine the suitability of the encryption scheme.

3.6.2 Cloud vendor shall establish a suitable encryption for City of Columbia data while in storage for both live and backup media. The City of Columbia will determine the suitability of the encryption scheme.

3.6.3 No encryption scheme will be considered suitable if City of Columbia data can be recovered using the same decryption key as that of another customer of the cloud vendor.

3.7 Incident Preparation

3.7.1 The cloud vendor will take responsibility for keeping their system software up to date. Vendors should monitor relevant discussion boards and mailing lists for security problems with products they use.

3.7.2 The cloud vendors shall have a method for customers and others to report security problems. This method should be well publicized and accessible. Vendors should have a method for prioritizing and acting on reports of security problems.

3.7.3 The cloud vendors shall have a method for correcting discovered vulnerabilities. Vulnerabilities should be prioritized and corrected based on the risk vulnerability exploitation would pose to its customers. Vulnerability mitigation efforts should be tested by the vendor, as appropriate, prior to their release.

3.8 Incident Response

3.8.1 The cloud vendor will take responsibility for security incident handling if their system is compromised.

3.8.2 The cloud vendor shall immediately notify the City of Columbia of any breaches and will advise what information has been compromised. If this information is later found to be inaccurate the cloud vendor will immediately notify the City of Columbia with the correct information.

3.8.3 If investigation, containment, and eradication efforts by the City of Columbia incur costs while fault lies with the cloud vendor, the cloud vendor will assume the costs.

3.8.4 The cloud vendor will provide a rapid contact method for reporting suspected abuse, 24x7x365. The cloud vendor will react in a timely manner to abuse reports from the City of Columbia

3.8.5 The cloud vendor will provide their incident response plans. Response plans will include procedures for both security incident and disaster incident response.

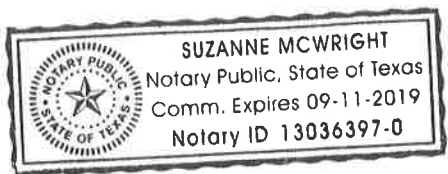
EXHIBIT D
WORK AUTHORIZATION AFFIDAVIT

**CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)**

County of TAYLOR)
) ss.
State of TEXAS)

My name is DEBRA ALLISON. I am an authorized agent of MILSOFT UTILITY SOLUTIONS, INC. (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.



Debra Allison
Affiant

Debra Allison
Printed Name

Subscribed and sworn to before me this 5 day of October, 17.

Suzanne McWright
Notary Public



Company ID Number: 434998

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Milsoft Utility Solutions, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed