

**Quote Prepared By:**

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**Quote Prepared For:**

John Cardoza  
City of Merced  
678 West 18th Street  
Merced, CA 95344  
(209) 385-6227

Quote	Date	Valid Until
Q-00013523	03/01/2016	06/01/2016

**Professional Services**

**Services**

Product Code	Product Name	Proj Mgmt	Install/Tech	Training	Impl Svcs	Consulting	Development	Total Services
PS-CD	Development	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	20,000.00	20,000.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	\$20,000.00

**SunGard Public Sector Products & Services**

<b>Subtotal:</b>	\$0.00
<b>Professional Services:</b>	20,000.00
<b>Total:</b>	\$20,000.00

**Comments:**

The City of Merced requires an automated module to mass import meter change-out and first-time meter install data into CIS.

An extraction file will be provided to the group performing the exchanges and installations. This extraction will contain meter information if there is already a meter installed; otherwise all meter-related fields will be blank, and simply the premises and customer data will be provided.

An upload module will be provided that will process vendor new-install/exchange data into CIS. Vendor will provide a code in the file indicating which activity occurred, or alternatively, leave the old-meter-number blank for new installs. When old meter number is blank, if process finds the location already has a meter, the transaction will be rejected. Meter inventory will be automatically created through this module, radio added, and the new meter will be set at the location. For meter exchanges, old meter will be moved back to warehouse. For brand new metered service, program will create new location/service, meter service info, and customer/service records. If no active customer exists at the location, the customer/service record will not be added. If upload file does not contain a meter reading walk sequence for brand new installs, then a default value of 99999 will be applied. Acceptance and exception reports will be provided as well as assistance in utilizing those reports to resolve any warnings and errors. Merced personnel will provide any default values that are required for adding master file data to CIS. A questionnaire for meter inventory will be provided so that Merced personnel will know which meter attributes need default information to be provided.

For brand new meter installs, the service will be immediately transitioned from flat rate billing to metered service billing. The termination date for flat rate

and initiation date for metered will be equal to the install date provided in the upload file. It is expected that since the install data will be held back until some future date, that the new meter's SET reading in the file and install date will be updated to the actual reading/date values as of the provided install date, and this install date will be later in time than the date the meter was actually installed at the premises.

Merced has also stated they wish to have the upload process reassign the location to a new cycle/route. Merced will provide the SunGard programmer with a table that describes from-to values for cycle/route reassignments. Merced will also decide and notify SunGard programmer whether the cycle/route reassignment applies ONLY to new installs, or to all records passing through this upload module.

**NOTES:**

- Client agrees to test this modification within 30 days of delivery. Failure to test within 30 days may require an additional quote.
- Client is responsible for the creation and maintenance of a Test environment when the mod requires file updates or 3rd party interfaces. This is to ensure that an agreeable outcome is reached before impeding their daily business activities or their live data. Failure to test the modification in a Test environment may require an additional quote for any additional services.
- Quote assumes that the client is running Extranet or SSH. If the client's system is not running Extranet/SSH or is only accessible through SecureLink, an additional quote may be required.
- Client is responsible for providing Extranet or SSH access to any and all environments that modifications may need to be loaded to. Client is also responsible for providing TELNET access to any Test environment(s).
- This work will be based on the current version (9.1.15.3) and may require that the client load this version as part of the SCR.
- Any additional work, not included in the scope of this agreement, may require an additional quote.
- Services will not be scheduled until a signed quote has been received. Based on current backlog, work signed today is expected to start May 2nd 2016.

FDI #: 1 004 438

TOTAL COST: \$20,000.00

**Payment terms as follows, unless otherwise notated below for Special Payment Terms by Product:**

License, Project Planning, Project Management, Consulting, Technical Services, Conversion, Third Party Product Software and Hardware Fees are due upon execution of this Quote. Training fees and Travel & Living expenses are due as incurred monthly. Installation is due upon completion. Custom Modifications, Conversions, System Change Requests or SOW's for customization, and Third Party Product Implementation Services fees are due 50% on execution of this Quote and 50% due upon invoice, upon completion. Unless otherwise provided, other Professional Services are due monthly, as such services are delivered. Additional services, if requested, will be invoiced at then-current rates. Any shipping charges shown are estimated only and actual shipping charges will be due upon invoice, upon delivery.

Annual Subscription Fee(s): Initial annual subscription fees are due 100% on the Execution Date. The initial annual subscription term for any subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other party written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by SunGard Public Sector in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

SunGard Public Sector Application Annual Support: Customer is committed to the initial term of Maintenance and Support Services for which the support fee is included in the License fee(s) and begins upon execution of this Quote and extends for a twelve (12) month period. Subsequent terms of support will be for twelve (12) month periods, commencing at the end of the prior support period. Support fees shown are for the second term of support for which SunGard Public Sector is committed and which shall be due prior to the start of that term. Fees for subsequent terms of support will be due prior to the start of each term at the then-prevailing rate. Subsequent terms will renew automatically until such time SunGard Public Sector receives written notice from the Customer thirty (30) days prior to the expiration of the then current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal.

Third Party Product Annual Support Fees: The support fee for the initial annual period is included in the applicable Third Party Product License fees(s) unless otherwise stated. Subsequent terms invoiced by SunGard Public Sector will renew automatically at then-prevailing rates until such time SunGard Public Sector receives written

notice of non-renewal from the Customer ninety (90) days in advance of the expiration of the then-current term. Notification of non-renewal is required prior to the start of the renewal term. Customer will be invoiced, and payment is due, upon renewal. As applicable for certain Third Party Products that are invoiced directly by the third party to Customer, payment terms for any renewal term(s) of support shall be as provided by the third party to Customer.

**Additional Terms:**

This Quote constitutes an Amendment to the Software License & Services Agreement and the Maintenance/Support Agreement (together, the "Contract and Agreement") by and between the parties hereto. The product and pricing information detailed above comprises the "Exhibit 1" schedule or "Supplement" attached to this Amendment. Except as otherwise provided herein, all terms and conditions of the Contract and Agreement shall remain in full force and effect.

Any interfaces listed above are interfaces only. Customer shall be responsible for obtaining the applicable software, hardware and system software from the appropriate third party vendor.

The Component Systems identified above are "Licensed Programs" or "Licensed Systems" licensed by SunGard Public Sector and are provided in and may be used in machine-readable object code form only.

Applicable taxes are not included, and, if applicable, will be added to the amount in the payment of invoice(s) being sent separately. Travel and living expenses are in addition to the prices quoted above and shall be governed by the SunGard Public Sector Corporate Travel and Expense Reimbursement Policy.

The date of delivery is the date on which SunGard Public Sector delivers, F.O.B. SunGard Public Sector's place of shipment, the Component Systems to Customer.

The SunGard Public Sector application software warranty shall be for a period of one (1) year after delivery. There is no Testing and Acceptance period on the Licensed System(s) herein.

Preprinted conditions and all other terms not included in this Quote or in the Contract and Agreement, stated on any purchase order or other document submitted hereafter by Customer are of no force or effect, and the terms and conditions of the Contract and Agreement and any amendments thereto shall control unless expressly accepted in writing by SunGard Public Sector to Customer.

Third party hardware/software maintenance and/or warranty will be provided by the third party hardware and software manufacturer(s). SunGard Public Sector makes no representations as to expected performance, suitability, or the satisfaction of Customer's requirements with respect to the hardware or other third party products specified in this Quote. The return and refund policy of each individual third party hardware/software supplier shall apply.

This Agreement is based on the current licensing policies of each third party software manufacturer as well as all hardware manufacturers. In the event that a manufacturer changes any of these respective policies or prices, SunGard Public Sector reserves the right to adjust this proposal to reflect those changes.

Should Customer terminate this agreement per any "Term of Contract" Section of the Contract and Agreement, as may be applicable for certain customers, Customer agrees to pay, immediately upon termination, the remaining balance for all hardware, software, and services delivered prior to the termination date together with travel reimbursements, if any, related to the foregoing. Notwithstanding any language in the Contract and Agreement to the contrary, the purchase of support services is NOT necessary for the continuation of Customer's License.

Pricing for professional services provided under this quote is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Quote. The total amount that Customer will pay for these services will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current rates for the services at issue.


For training and on-site project management sessions which are cancelled at the request of Customer within fourteen (14) days of the scheduled start date, Customer is responsible for entire price of the training or on-site project management plus incurred expenses.

City of Merced

SunGard Public Sector

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APPROVED AS TO FORM:

  
KENNETH ROZELL  
Senior Deputy City Attorney

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Public Sector