

Utilities Management System
for

The City of Grand Island
Utilities Department

Proposals due:
Wednesday, May 22, 2013 @ 4:15 (local time)
City of Grand Island, City Hall
100 East 1st Street, P.O. Box 1968
Grand Island NE 68802-1968

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **MAINSAVER SOFTWARE**, hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement calling for bids to be published for *UTILITIES MANAGEMENT SYSTEM*; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the "Contract Documents";

1. This Contract Agreement.
2. City of Grand Island's Specification for this project.
3. MAINSAVER SOFTWARE proposal dated May 20, 2013, including Appendix C.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. That the contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the City of the Contractor's bid;

ARTICLE III. That the City shall pay to the Contractor for the performance of the work embraced in this contract and the Contractor will accept as full compensation therefore the not-to-exceed sum (subject to adjustment as provided by the contract) of **TWO HUNDRED NINE THOUSAND THREE HUNDRED TWENTY DOLLARS (\$209,320.00)** for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications.

The above not-to-exceed price does not include travel expenses, which shall be billed at cost.

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

ARTICLE IV. The Contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the Contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to the Contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The Contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the Contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the UTILITIES MANAGEMENT SYSTEM.

ARTICLE V. That the Contractor shall start work as soon as possible after the contract is signed and the required bonds and insurance are approved, and that the Contractor shall deliver the equipment, tools, supplies, and materials F.O.B. Grand Island, Nebraska, and complete the work on or before **APRIL 30, 2014**.

ARTICLE VI. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the Contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis, of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request. Every public contractor and his, her or its subcontractors who are awarded a contract by the City for the physical performance of services within the State of Nebraska shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

GRATUITIES AND KICKBACKS

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract

to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

MAINSAVER SOFTWARE

By David Smayer Date Sept. 17, 2013
Title President

CITY OF GRAND ISLAND, NEBRASKA

By Jay Work Date 9/24/2013
Mayor
Attest: Rafael Edwards
City Clerk

The contract is in due form according to law and hereby approved.

Jay R. Work Date 9/20/13
Attorney for the City

mainsaver[®]

Request for Proposal Utilities Management System

for the

City of Grand Island, Nebraska Utilities Department

May 20, 2013

Presented By:

Dominic Fortino

Regional Sales Manager

(916) 941-0570

dfortino@mainsaver.com

Disclosure Statement

Mainsaver™ represents a substantial development effort. This proposal contains information relative to that effort. This information is being made available to you as part of the proposal to allow you to evaluate the Mainsaver™ system. It is requested that you treat this proposal in the same way you treat information confidential to your organization.

Executive Summary

The RFP for the City of Grand Island, Nebraska Utilities Department is focused on providing a unified operations and maintenance solution to support asset management and operational information, but also supports key business and accounting needs such as inventory control, purchasing, payroll, billing and other accounting related functions.

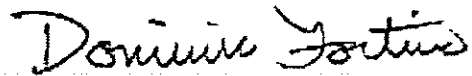
Currently, Mainsaver is being used in the City in the Production division within the Utilities Division. The goal of this proposal response is to provide an upgrade and migration path for the electric and water distribution divisions to the Mainsaver enterprise application. The Production division also currently uses Mainsaver for their integrated inventory management functions as well.

The Stores division within the City is currently using a centralized inventory and purchasing application, called PowerManager, where they currently manage the inventory and purchasing functionality for the electric and water distribution divisions. PowerManager is also being used to manage the purchasing activities for the Production Division as well, but this is a manual process. The goal for the City's Utilities Department is to centralize all inventory and purchasing activities for all divisions in the Utilities department. The Mainsaver implementation plan will include the data migration from PowerManager and activities required to properly set up the inventory and purchasing work flows as needed for each division. This will provide the City with a unified view of their inventory and purchasing activities and streamline the electronic processed for the whole Utilities Department.

The last major component of this project is the interfacing of key operational and maintenance data with the City's financial system, MUNIS. Currently, the City uses an in-house developed AS400 solution that is used as a work order system for tracking materials and labor costs through various types of work orders; monthly work orders, one-time work orders for specific projects, capital projects and specific billable services. The Mainsaver implementation plan will include migration from the current AS/400 solution, defining the current work processes and data flows as well as defining the requirements for sharing data with the MUNIS financial system as well as a new Utility Billing system that is yet to be determined.

Mainsaver is excited to be included in the search to provide a unified solution to the City's Utilities Department. We look forward to continuing our partnership with the City of Grand Island and thank you for the opportunity extend our relationship with your organization.

Best Regards,

A handwritten signature in black ink that reads "Dominic Fortino". The signature is written in a cursive style with a large, prominent 'D' and 'F'.

Dominic Fortino

Regional Manager

Mainsaver Software

Mainsaver Company Overview

Mainsaver, founded in 1983, has specialized in providing Computerized Maintenance Management and Enterprise Asset Management (EAM) software, a full suite of professional implementation services, and comprehensive support services for over 30 years. Mainsaver markets and implements its software worldwide through its US based employees and international resellers. Mainsaver is a privately held corporation; and one of the most successful companies amongst the family of enterprise software companies owned by Ameritege Technology Partners.

Since its formation, Mainsaver has become one of the most respected companies in the maintenance management industry. As a result, the Mainsaver software product is currently being used by Maintenance Departments throughout the world. Mainsaver is installed in nearly 2,000 companies worldwide. Most of these installations have been complete turnkey operations and continue to request support services and maintain their annual support contracts.

Mainsaver's Business Philosophy and Values

Mainsaver software solutions are successful in today's competitive market because we provide customers with tools to add more value to their organization. The key to providing this type of Business Software Solution is the efforts and creativity of all Mainsaver employees who become "true business partners" with customers. When organizations select a CMMS / EAM solution, they are doing much more than purchasing software. They are beginning a long-term relationship with their supplier of choice, and every Mainsaver employee becomes a part of that relationship. As a result, Mainsaver's management philosophy is firmly based on ethical practices in all matters concerning customers, employees, suppliers, and competitors. We look for customers that are interested in having Mainsaver participate in the successful implementation of a maintenance and asset management solution for their company.

Mainsaver is designed to deliver results for end users and management at every level. The system is designed to be easy to implement and easy to use which is generally noted as our competitive strength. In addition, Mainsaver has often been tagged as "the best value CMMS for the middle market." Because Mainsaver delivers results, most of Mainsaver's new business opportunities are the result of referrals from customers and former customers.

Mainsaver Experience

Mainsaver has been delivering EAM/CMMS solutions across many different organizations, industries and all requiring unique business problems they are trying to address. The installations below are some examples of customer implementations within municipalities and/or utilities that truly consider Mainsaver a partner in their maintenance and operations plans. There are numerous ongoing projects with these customers that target their business priorities. Each would comment on Mainsaver's ability to deliver on time and on budget with high quality results.

Consolidated Edison of New York

With multiple installations of Mainsaver in various forms, Mainsaver helps Con Edison in New York maintain all of their underground and overhead assets associated with electrical distribution in the 5 boroughs of New York. Mainsaver is also being utilized in managing facilities maintenance as well throughout the organization. Mainsaver has been utilized in Consolidated Edison for over 20 years.

Metropolitan Water Reclamation District of Greater Chicago (MWRD)

Mainsaver has been implemented at MWRD since the late 1980s. MWRD is a government agency created in 1889 to protect the water quality of Lake Michigan, the major drinking water supply for the Chicago, Illinois area. The Mainsaver implementation includes all aspects of water treatment, distribution, and waste treatment. MWRD also interfaces the Mainsaver application with their SAP financial system to provide material cost and usage at the plant level for planning and utilization tracking.

King County Wastewater Treatment Division

The King County WWTD has been utilizing Mainsaver since the mid '90s and is currently being utilized across three wastewater plants around the city of Seattle. Mainsaver has been very instrumental in assisting King County with enhancing the solution to meet many of their RCM and overall asset management goals. Currently, King County has re-implemented an Oracle financials interface to drive material and purchase request management throughout the division. King County is also embarking on a large project to expand Mainsaver to include over 8,000 distribution assets and integration with their project management solution for overall divisional asset management strategy planning from within Mainsaver.

Other related customers

Mainsaver is also being used in various capacities in water, power, facilities management and community services in other municipalities such as:

City of Richmond, VA	City of Olympia, WA
City of Gilroy, CA	City Utilities of Springfield, IL
City of Everett, WA	City of Ann Arbor, MI
City of Evanston, IN	City of Cedar Rapids, IA
City of Eugene, OR	City of Santa Clarita, CA
City of Garland, TX	City of Palm Springs, CA
City of Petaluma, CA	City of Mesa, AZ
City Utilities of Springfield, IL	City of Pittsburg, PA
Castaic Lake Water Agency, CA	Delta Diablo Sanitation, CA
Central Contra Costa County, CA	Gary Sanitary District, IN
Oro Loma Sanitary District, CA	Carmel Area Wastewater District, CA

Personnel Experience

Mainsaver's professional services and development staff are some of the most experienced in the industry with practical and industry knowledge to implement Mainsaver across many different industries.

Mainsaver will provide certified Mainsaver consultants to implement the Mainsaver software applications. Each professional services consultant is a direct employee of Mainsaver and have experience working in industry as well as many years of experience implementing enterprise asset management solutions.

All of Mainsaver field consultants each have 20+ years of industry experience and have the technical and business knowledge to provide an efficient and successful implementation. All Mainsaver personnel providing data services and technical services with regard to conversion, integration or custom programming has 10 - 20+ years of experience working with Mainsaver application.

The combination of many years of professional and technical experience provides a project team that can provide efficient and thorough service to implement the Mainsaver solution successfully within the City of Grand Island.

Listed below are biographies for two of the primary consultants expected to engage with the City of Grand Island on this project

Robert S. Garbus

Rob Garbus is a Managing Application Consultant and Director of the Mainsaver Software Professional Services Team. The mission of this group is to assist clients in developing and reaching their goals with respect to asset management, maintenance, purchasing and related functions. Robert holds a Bachelor of Science degree in Management Information Systems from Drexel University in Philadelphia, PA and a Master's degree from Indiana Wesleyan University.

With over 25 years of management, engineering and information system skills from Mobil Oil, Castrol, Strategia and Mainsaver. He managed engineering, marketing and distribution activities in Kentucky and Indiana for Mobil Oil, the largest supplier of lubricants and Castrol, the largest manufacturer of metalworking fluids in North America. Rob has worked extensively in power generation, gas transmission, transportation, automotive fabrication, primary metals, paper, mining and minerals, general manufacturing, metal processing, plastics, pharmaceutical, consumer products, health care, chemical and small engine manufacturing.

He served as the International Projects Manager for Mobil Oil's Commercial Marketing division, for which he provided strategic direction and leadership for global IT projects relating to marketing. He led the development, implementation and maintenance of expert systems, preventative maintenance systems and a global database migration project that required input from 22 countries. He has worked on-site in 22 countries on six continents. For Mobil, Rob has also served as mainframe technical support analyst and programmer analyst.

Rob has worked extensively in government and industrial environments with customers such as The Commonwealth of Kentucky, South Carolina Electric & Gas, USAA Real Estate Company (in San Antonio, Texas), Logan Aluminum, Commonwealth Aluminum, Avon, Sonat Exploration, Echlin Corporation, Nielsen Media Research, The National Institutes of Health, The State of Georgia, The City of Houston, Certified Grocers, M.D. Anderson Cancer Center, High Speed Access, The Chicago Tribune, Purdue Pharma, The Central Illinois Light Company, Hilmar Cheese, and Insignia/ESG.

As a Project Manager for Mainsaver, Rob has performed analysis of maintenance practices prior to Mainsaver implementation in order to develop detailed project plans. He assists clients in all phases of the implementation including installation and training. He has helped organizations transform from reactive based maintenance to reliability centered preventive maintenance. Key clients include Pillsbury, NRG, Florida Power and Light, Louis Padnos Iron and Metal, Top-Flite Golf Company, Life Technologies, Huhtamaki, The City of Richmond, Medtronic and Mitsubishi Climate Control. Skills include Oracle, SQL Server, Infomaker, Powerbuilder and Microsoft Project.

Joseph Grassi

Joe Grassi currently has over 30 years maintenance management experience with using and implementing Mainsaver in many types of environments. Joe has a MBA degree as well as an undergraduate degree in engineering. Prior to joining Mainsaver, Joe has prior work experience in the nuclear power industry, aerospace, and commercial regulated and non-regulated manufacturing.

Joe has over 25 years in implementing management solutions in the Water and Waste Water Industry. Joe has implemented over 20 water and wastewater implementations including the world's largest wastewater reclamation district with the City of Chicago.

Joe also has over 20 year's experience in implementing Mainsaver in the power industry with having implemented or assisted with the implementation of over 40 power plants and municipalities utilizing Mainsaver. Joe has provided Mainsaver services in many aspects of power generation including coal, natural gas, combined cycle and biomass power production.

Mainsaver Product Overview

Below is a brief description of the Mainsaver software modules. **A system overview and product information sheets are also provided in the Appendices for your reference.**

Maintenance

This robust module supports all maintenance activity of most industries. Receives maintenance input, creates work orders and tracks work-in-progress. Reporting tools allow you to view work status, equipment availability, as well as cost and repair histories; providing valuable information for the managerial decision-making process, and those organizations seeking ISO certification or reporting requirements for regulatory compliance such as OSHA, EPA or FDA CFR Part 11. Maintaining budgets, personnel data, time & material usage reporting and preventive and predictive maintenance scheduling is part of the module's functionality.

Materials

Helps ensure that spares are always maintained at a level that is both sufficient and cost-effective. The system automatically generates reports and issues requisitions whenever quantities drop below predetermined reorder points. Additionally, a materials reservation function ensures sufficient stock is on hand for scheduled projects. Physical inventory reconciliation and variance reporting is also provided within the module's features.

Purchasing

Generates purchase requests and/or purchase orders for both stocked and non-stocked items, special orders, and services. The system tracks open PO's, and generates a list of past due PO's. Complete supplier and item order histories can be accessed on-demand. Contract management capabilities allow you to manage purchase contracts with specific vendors. Multi-level approval routing on purchase requests or purchase orders is also applicable within Mainsaver.

Invoice Matching Module

Reconciles invoices with purchase orders; goods received, and credit notes received against specific invoices. Non-conforming invoices can be flagged and held, or manually cleared by authorized approvers. Adjustments are posted based on the actual prices paid.

Dispatch w/Shop Floor Module

Brings the speed and efficiency of paperless work orders to maintenance departments. All work order generation and administration is handled on screen. The Dispatch Module also tracks the status of all maintenance work orders and collects the actual labor charged to each. This module is also used for more extensive labor planning with large maintenance departments. This module can also be deployed as a standalone application from Mainsaver depending on user access.

Internet Work Management

Mainsaver's Internet Work Management capability seamlessly, securely, and economically integrates maintenance operations through the Internet. At any time, from any location, customers, maintenance managers and technicians can enter work order requests and view approved work orders through your company's Web site.

Many Mainsaver customers use Internet Work Management for low-cost administration and monitoring of contract maintenance at remote sites. Using a modem-equipped laptop computer, tablet or smartphone at the remote facility, users can transmit work requests, determine work order status, enter time cards, submit purchase requests and e-mail operational reports.

Mobile Mainsaver

This module utilizes handheld devices for work orders, inventory, routes, and the associated data input to allow users to work with Mainsaver and not be connected via a PC. Mobile devices that support Microsoft's Pocket PC 2002 or Windows Mobile 2003 are compatible with Mobile Mainsaver.

Barcode

In association with the barcode scanner, Mainsaver's Barcode module facilitates the collection of accurate, timely data, right at the source, with minimal effort by the user. Information goes directly into the system at the point of service, rather than being transferred from memory onto paper, and then input manually back at the office. Manual data entry and the human error often associated with collection are virtually eliminated. Your maintenance organization will benefit from the increased data integrity, uniformity, and accessibility of automated data population.

Web Reports

Many customers look to distribute reports to personnel who may not have access to Mainsaver such as management, customers or other personnel who may need information available to them. The Web Reports module provides multiple layers of security and groups to deliver the right information to the right people. Standard Mainsaver reports or custom reports can be ported from Mainsaver or InfoMaker to the Web Reports portal for real time reporting outside of Mainsaver.

Mainsaver Implementation Methodology and Overview

The objective of this section is to provide an overview of our implementation methodology and descriptions of the tasks suggesting to be performed through the implementation across the City of Grand Island Utilities Department.

The expected implementation process for the City would initially include a thorough review of the current Mainsaver implementation and define the proper steps to migrate from the existing business systems to a unified system for the City's Utilities Department.

A detailed Project Requirements Analysis (PRA) will be provided to develop "best practices" that can be applied across all of the divisions within Utilities department as well as defining processes and data requirements that are unique to each division. The implementation will also include the creation of Standard Operating Procedures (SOP) documents to be used as the documented guideline(s) for use and training of departmental personnel as to the proper methods to process specific transactions in the system that best support the overall goals of the City's Utilities Department.

If Mainsaver is selected as your vendor through this process, both Mainsaver and the City's Utilities Department personnel would work as a combined project team to finalize the software configuration, the project plan, the work scope for implementation, and the budget for a cost effective and successful implementation of Mainsaver.

Implementation Process

As discussed in the experience section, Mainsaver will provide certified consultants to implement the Mainsaver software applications, business process and integration needs to meet the expectations of the City.

Upon selection, the City's Utilities Department and Mainsaver will agree to a detailed Statement of Work with recommended fees. **The Statement of Work may be just as described in this proposal or further adjusted based on discussions with the City's Utilities Department personnel.** These fees will not be exceeded without prior approval of a mutually agreed upon change in the scope of work. Mainsaver will begin to supply to the City the products and services outlined in the Statement of Work within 30 days of finalization of agreements. The following sections outline Mainsaver's recommendations for an effective implementation.

Initiation Phase

- Kick-Off Meeting

The purpose of the Kickoff Meeting is to provide introductions of all members involved in the project, provide an overview of the Mainsaver Software Modules, discuss the implementation time frame and methodology, and review the roles and responsibilities of all team members.

- System Overview Training

The purpose of this task is to provide the City's Utilities Department personnel with a complete overview of the Mainsaver software program. The City's project team members will be more effective during the implementation process by having a full understanding of all of the functionality of the software and will be able to relate current business needs to the systems capabilities.

- Project Requirements Analysis (PRA)

Mainsaver will carry out a Project Requirements Analysis (PRA) and deliver a PRA report outlining specific business needs that must be addressed as part of the implementation phase. The analysis process includes interviews with all project team members, managers, supervisors and/or users to define in detail the business needs for the project. A detailed project plan will be delivered as a result of the completed PRA and will provide detailed timeframes and assignments of responsibility.

Our recommendation includes a PRA meeting for the City's Utilities Department project team as a whole. This would provide the necessary definition of the goals, objectives and key performance indicators agreed upon for the City's Utilities Department. This will also include defining the key data requirements for reporting, interfaces and accounting functions.

Once these departmental parameters are defined, a mini PRA will be performed for each division in the City's Utilities Department (Production Division, Electric and Water Distribution) to ensure both the City's Utilities Department and individual Division requirements are addressed in the implementation. We will also take into consideration the existing Mainsaver implementation in the Production Division and apply any process from that implementation that meets the corporate goals.

This will save time, and money assuming that each division has any similarity of assets and procedures that can be cross pollinated in the organization. More importantly, this process will facilitate better and quicker decisions regarding standards that include each Division within the City's Utilities Department. In addition, this process will identify the common data elements

required for City wide and Divisional management (KPI) reports so that the plants/facilities can be measured individually, in comparison to each other, and in summary using these standards. Project team members from each division within the City's Utilities Department should attend the initial PRA within so that decisions regarding standards are acceptable, in practice, to all Divisions.

This report will be accepted by the City's Utilities Department before the Implementation Phase begins.

- **Interface Requirements**

A Mainsaver consultant will work with the City's Utilities Department personnel to determine the interface requirements in a "Discovery Session." The "Discovery Session" is where the business requirements, workflows, data mappings, and validation requirements are reviewed and documented. Upon completion of the Discovery Session, Mainsaver will provide the City's Utilities Department with a "would-be" interface requirements document and fixed price cost proposal to complete the additional phases of the interface. Work on the interface will not begin until the City's Utilities Department has accepted the requirements document and has provided written approval to do the work.

Mainsaver has an accomplished interface team that has implemented electronic financial interfaces to most of the major financial software packages available today including SAP, Oracle, JD Edwards, PeopleSoft, Platinum, QAD, BPCS, PRMS, Macola, and others.

Our interface methodology will be described further in the document.

Implementation Phase

The purpose of the Implementation Phase is to configure the Mainsaver system based on the business needs and processes defined during the PRA and to collect and load asset and inventory data into the system.

The implementation phase consists of two sub-phases with tasks associated with each sub-phase. These form the project deliverables for the implementation phase. They include the following:

- System Configuration
- Data Collection and/or Data Migration

Each of these sub-phases and corresponding tasks are described below.

System Configuration

During the System Configuration phase Mainsaver will work with the City's Utilities Department staff to configure the Mainsaver modules based on business needs and processes defined during the PRA. This includes setting up tables, populating system "switch" settings, and creating numbering and naming conventions.

The City's Utilities Department may change internal business processes to take advantage of functionality in Mainsaver. Where business processes require system modifications, Mainsaver will provide written estimates for completing any system modifications. In this environment, it is not typical to require any modifications to the application logic. It is more common to have minor changes to reports and screen presentations which we will address later in this proposal. System modification work will not begin on any modification without written approval from the City's Utilities Department. Any enhancements to the base Mainsaver software is supported by Mainsaver through all version upgrades.

Data Collection & Data Migration

The work in this sub-phase will consist of training the City's Utilities Department personnel on data collection procedures along with the procedures for entering the data into Mainsaver as defined in the PRA. As outlined in the Scope of Work, Mainsaver will perform an automated electronic data conversion of data records from the two other legacy systems with the City to Mainsaver (PowerManager and the AS400 solution).

Mainsaver is quite accomplished in this area and has extensive experience converting data from spreadsheets, as well as legacy systems. Through definition of the business and reporting needs of the City's Utilities Department in the PRA, this will allow proper mapping of the data from the legacy systems into the Mainsaver database to best meet the needs of the City's Utilities Department

Mainsaver's standard process for data migration consists of a test conversion that is utilized during training and a second, final conversion for go-live. This process validates the conversion data and allows us to adjust any data conversion issues with input from the users. In the meantime, the users are trained using their own data. Based on the transition plan for the Divisions not using Mainsaver, the data migration and go-live may take place in one step or migrated in phases as to which process works best overall for the City.

Estimates have been provided in the pricing section of the proposal for data migration services. A firm price for data services will be provided upon review of the City's data from PowerManager and the AS400 solution.

Develop Standard Operating Procedures

During this task the Standard Operating Procedures (SOP) will be developed and documented. Both Mainsaver and the City's Utilities Department personnel will prepare a complete set of SOPs. By taking an active part in the development of the SOPs, the City's Utilities Department will be able to make changes to future SOPs using its own personnel.

The Standard Operation Procedures (SOP) is a document that tailors the City's work environment for training of its employees as well as future labor additions. The document is specific to each customer and industry. The SOP is a user friendly, "click" by "click" set of instructions on how to use the different areas of Mainsaver. There can be multiple SOPs, depending on how many separate roles are in the implementation of Mainsaver.

The SOP reflects many of the system's optimizations decided upon previously during the PRA and the configuration tasks. It will help reduce training time for affected employees. This is due to the fact that they will only learn the areas that pertain to them, as outlined in the SOP. Furthermore, the SOP will provide standardization for the use of the system and future training. In larger multi-plant environments, it is common to create the SOP and make them available via an intranet site to standardize procedures, reduce training costs, and to have a means of communicating improvements across the organization.

Training

Mainsaver will provide training programs for the City's Utilities Department personnel using the information gathered in the PRA. The training then becomes specific to the way the program has been configured for the City's Utilities Department.

The City's Utilities Department will provide a training facility and will provide any business process training resulting from any process changes that have been made during the PRA. Changes to company procedure and policy manuals will be completed by the City's Utilities Department.

Role based training is the most effective method of training personnel on the use of Mainsaver. Through the PRA process, the Mainsaver consultants will identify those individuals that require training and what their role will be in the software. This allows for shorter duration and increased retention by staff through the education process.

Training will be conducted during normal business hours; however special arrangements can be made to cover 24-hour operational requirements.

System Administration and Security Workshop

This workshop is used to provide the City's system administrator(s) with the skills to manage the system. There will be local on-site administrative tasks at the City that must be carried out. This workshop will provide the City's staff with the knowledge to complete these tasks. Examples of the tasks include system backup procedures, system security and access procedures, and database management tasks. Here is an outline of the System Administration and Security Workshop:

System Administration

- Mainsaver Installation
- System Administration
- Application, Group and User Security Setup
- Configure Mainsaver to your target business workflow
- Periodic Data Maintenance
- System table definitions
- Customizing Mainsaver
 - System Switches
 - Label Management
 - User defined queries
 - Default Queries
 - Table View Customization
 - Email notifications
 - Custom report management

Mainsaver Application Training

The following is a high level outline of the training sessions that will be held. Specific durations are described in the professional services recommendation section of this proposal. The training may be broken apart in different configurations to best fit the roles of the users.

Corrective and Preventive Maintenance

- Establishing the Maintenance workflows
- Configuring Mainsaver for those workflows
- Establishing Personnel Records
- The asset database
- Work Orders
- Planning and Scheduling
- Time Cards and Materials Module
- Developing a Preventive Maintenance Program
- Predictive Maintenance within Mainsaver
- Fault, cause and action code development and reporting
- Utilizing the Shop Floor and Dispatch modules
- Budget tracking
- Overview of Mobile Mainsaver to communicate with Pocket PC's
- What is the Mainsaver CFR 21 Part 11 Audit Module (if electronic signatures apply)
- Introduction to the Mainsaver web work module

Material Management

- Developing a location system
- Spare Parts lists on assets
- Determining high cost usage items
- Order point functionality
- Cycle Counts
- Accounting for Expense vs. Inventory items
- Transactions and transaction reporting (issues, receipts, returns, returns to vendor, transfers, etc.)
- Overview of Interconnect (if using multiple databases)
- Material Reports
- Bar Code transactions
- Non-stock and special order processing

Purchasing

- Setting up Suppliers
- Determine purchasing workflows
- Determine approval and audit requirements
- Setting Purchasing Administration switches
- Purchase Requests
- Purchase Orders
- Purchasing Contracts
- Reporting within Mainsaver
- Invoice Matching

Other Performed Services

System Go-Live

Mainsaver will provide on-site system go-live support to make sure the solution is operating as defined. Services that may be performed in this process may be one-on-one training, workstation configuration, custom reporting, system management and other activities that would assist in the smooth transition to Mainsaver.

Custom Reporting

Per the results of the PRA, Mainsaver consultants along with programming will define the KPI reports required by the City's Utilities Department and implement the appropriate reporting methodology for delivering this information. This may be implemented in the solution or externally depending based on the needs of the City's Utilities Department.

System Validation

Mainsaver can work with the City's Utilities Department to perform validation testing to verify that the Mainsaver software program will perform as required and that all business processes defined during the PRA can be handled by the system.

Tailor Work Environments

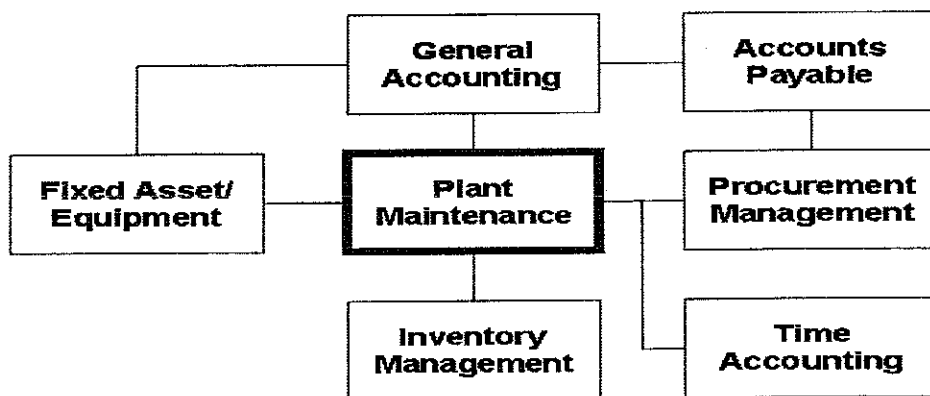
Using the development tools that come with Mainsaver, the program will be tailored to the individual needs of the City's Utilities Department. This process may be essential to make navigation and use of Mainsaver user friendly and easy to train if business processes and labels are unique. This tailoring is in accordance with the analysis performed during the PRA and Configuration tasks.

An example of tailoring the work environment includes using the development tool (PowerBuilder) to change fields and field descriptions on screens to match the City's Utilities Department terminology.

Mainsaver Integration Methodology and Overview

Mainsaver has a standard methodology and format for implementing interfaces with other business solutions. Financial interfaces are most common, however interfaces with Time and Attendance systems as well as Programmable Logic Controllers (PLCs), and automation control systems.

Without understanding the business landscape at the City and the specifics of the integration points needed to fulfill these requirements, it is difficult to give a fixed cost estimate for this service. Based on previous history and similar interfaces we have developed, the implementation plan provides for a similar integration we have done at other sites. Depending on the complexity of the interface and which system owns which data, the cost can vary from the estimate provided in the proposal.



Interface Development Steps

The process of developing an interface between a financial package or any other system and Mainsaver requires several steps. The following is an explanation of the process.

- Discovery session to fully understand what data is required to be exchanged between the two systems and define the business process.
- Specification Development - from the findings of the Discovery Session, Mainsaver will develop the programming specification and submit to the customer for review and approval.
- Specification Review & Approval
- Interface development programming
- Acceptance Plan Development
- Initial Test of Interface
- Installation, On Site Test, and Acceptance

Requirements Discovery Session

During this sub-phase a Mainsaver Consultant will work with the customer's personnel to determine the interface requirements.

The key to a successful interface is the buy-in of all people affected by the two systems and a discussion of how each utilizes the system and definitions of their requirements. The Discovery Session will include an on site visit by a Mainsaver consultant who will meet with your finance, maintenance, operations, IS, materials management and purchasing personnel to scope out the interface requirements. The Discovery Session shall include all persons that will be affected by the interface. A discussion of how the customer currently does business and how this may change after Mainsaver is installed and interfaced to the financial and automation controls systems. This discussion will provide options that will be tailored to the way the customer wants the interface to operate and pros and cons of each approach will be provided.

Specification Development

From the Discovery Session an interface specification will be developed. This will serve as the document from which Mainsaver will develop and program the interface between Mainsaver and the software systems.

Work on the interfaces will not begin until the customer has reviewed and accepted the specification document, providing written approval to do the work.

Specification Review

The customer shall review, and possibly request changes or clarifications but ultimately agree to the programming specifications for the interface. Mainsaver will present the customer with a milestone based project schedule preceding further development. This schedule will show the necessary commitment of key resources from both organizations required to complete the project in a timely fashion within the proposed budget.

Interface Development

Mainsaver will develop the Interface software to support the touch points described and initially test export and import of information at Mainsaver's location. Note: Mainsaver requires test data from the customer to perform these tests i.e. Mainsaver database.

Initial Test

Mainsaver technical consultants, in conjunction with the customer's personnel (or contractor designate), will perform the System Test, to test the Interface. It is expected that this will be an iterative process beginning with the initial test phase and progressing through to the final tests prior to system cutover and acceptance

Develop of Acceptance Test Plan

Mainsaver will deliver an Acceptance Test Plan, which identifies steps to be performed within Mainsaver to adequately test the Interface. The customer has the right to modify the plan as needed in an effort to improve the plans effectiveness. Mainsaver technical consultants (working with the customer) will aid in development of an Acceptance Test Plan to adequately test the interface.

On-site Installation and Acceptance test

Mainsaver Software personnel will install the Mainsaver and the required interface/integration software, synchronize common information between the two systems, and test the results using the jointly developed Acceptance Test Plan. Mainsaver will deliver Technical and User documentation at this time.

City of Grand Island Interface Requirements

Through discussions and the specifications documents Mainsaver will provide estimates for a three different types of interfaces as described below:

- Interface associated maintenance and operations costs (labor, materials, contract services, overhead) with the MUNIS financial software
- Interface billable work order costs with the new Utility Billing System (TBD)
- Interface time card data with the MUNIS payroll solution.

Estimates have been provided in the pricing section of the proposal. A firm price for interface services will be provided upon acceptance of the specifications document by the City's Utility Department.

Mainsaver Budget Proposal

Qty	Mainsaver Software	Unit Cost	Total Costs
1	Mainsaver Enterprise Software Upgrade	\$38,500.00	\$38,500.00
	<i>The software upgrade cost will expand the City's license for the Mainsaver software to include support for the electric and water distribution divisions and include the following:</i>		
	Maintenance Module		
	Materials Module		
	Purchasing Module		
	Invoice Matching Module		
	Barcode Module		
	WebMainsaver Module		
	20 Mainsaver Simultaneous Users		
Qty	Annual Software Support	Unit Cost	Total Costs
1	Additional Software Support Services	\$6,930.00	\$6,930.00
	<i>Annual software support services agreement is 18% of the software purchase price. The support services agreement includes unlimited phone & remote web-based support, software upgrades and access to the customer web portal. The amount shown is the additional annual support that will be added to your existing contract of \$1,530 per year. The quoted amount will be pro-rated to expire with your current contract at the time of purchase.</i>		
1	Additional Software Support Services - Interfaces	\$1,890.00	\$1,890.00
Days	Recommended Estimated Services*	Unit Cost	Total Costs
<p>The estimated services plan provided below is based on similar implementations provided by Mainsaver over the years. The services plan below is a CONSERVATIVE estimate of the effort needed to perform the tasks as described in the RFP. Upon completion of the Project Requirements Analysis(PRA) and definition of the full scope of services needed, Mainsaver can provide a fixed cost proposal, including related expenses, to the City of Grand Island Utilities Department.</p>			

	<u>Project Initiation</u>		
2	Kickoff Meeting and System Overview Training	\$1,500.00	\$3,000.00
10	Project Requirements Analysis (PRA) and Project Planning	\$1,500.00	\$15,000.00
	<i>PRA overall Utilities Department deployment, project plan and interface requirements</i>		
	<i>Divisional PRA(s)</i>		
	<i>Production Division</i>		
	<i>Electric Distribution Division</i>		
	<i>Water Distribution Division</i>		
5	Project Management Services	\$1,500.00	\$7,500.00
	<u>Implementation Phase</u>		
2	System Build and Configuration	\$1,500.00	\$3,000.00
14	Data Migration Services - PowerManager	\$1,500.00	\$21,000.00
	<i>Data Mapping, Preparation, & Review (4 days)</i>		
	<i>Electronic Data Conversion - Includes a Test and Final Data Conversion with Modifications (10 days)</i>		
16	Data Migration Services - AS400 Solution	\$1,500.00	\$24,000.00
	<i>Data Mapping, Preparation, & Review (4 days)</i>		
	<i>Electronic Data Conversion - Includes a Test and Final Data Conversion with Modifications (12 days)</i>		
29	Interface Services	\$1,500.00	\$43,500.00
	<i>Interface(s) specification & mapping (4 days)</i>		
	<i>MUNIS Financials interface configuration & QA (7 days)</i>		
	<i>MUNIS Payroll interface Development & QA (7 days)</i>		
	<i>Utility Billing System Interface & QA (7 days)</i>		
	<i>Interface(s) Implementation and Testing (4 days)</i>		
4	SOP Development Assistance	\$1,500.00	\$6,000.00
	<u>Training and Go-Live Services</u>		

2	System Administration Training	\$1,500.00	\$3,000.00
12	End-User Training	\$1,500.00	\$18,000.00
	<i>Until the scope is further defined for the project, Mainsaver estimates separate training provided for each division through the project roll-out. The days allocated may be as defined or structured to best fit the City's needs.</i>		
4	Advanced/Follow-Up Training (Performed 3 - 6 months post go-live)	\$1,500.00	\$6,000.00
10	Contingency for additional required services, report development and product enhancements to meet the needs of the City's Utilities Department.	\$1,500.00	\$15,000.00
110	Total Services		\$162,000.00
*	Travel expenses for on-site services are additional to the daily fee and billed as incurred. Mainsaver uses least cost travel methods within reason and will discuss with customer prior to booking travel. An estimate or not to exceed amount can be provided upon customer acceptance of the services plan.		
	Estimated Total Project Start-up Cost**		\$209,320.00
**	Costs do not include any taxes on software and support, if applicable.		

APPENDIX C
CURRENT INSURANCE CERTIFICATES

NOTE

Per the RFP Insurance Requirements, the City is requesting Mainsaver to provide written notice 30 days prior to cancellation and striking the “endeavor to” language from the certificate.

The Mainsaver insurance carrier is not able to have that language stricken therefore, Mainsaver will elect to provide a certificate every 30 days during the contract as accepted by the City of Grand Island.

REQUEST FOR PROPOSALS

GENERAL SPECIFICATIONS

The Proposal shall be in accordance with the following and with the attached DETAILED SPECIFICATIONS.

All prices are to be F.O.B. Grand Island, Nebraska. **All prices shall be firm, and shall include all sales and use taxes as lawfully assessed under laws and regulations of the State of Nebraska.**

Proposals shall include the following on the **outside** of the mailing envelope: "**Proposal for Utilities Management System**". All Proposals are due no later than **4:15 p.m. (local time) on Wednesday, May 22, 2013**. All proposals must be signed and dated to be accepted. Proposals shall be addressed to the attention of Tim Luchsinger, Utilities Director. **The original proposal along with eight (8) complete copies** shall be submitted for evaluation purposes to the following:

Mailing Address:

RaNae Edwards, City Clerk
City Hall
P. O. Box 1968
Grand Island, NE 68802-1968

Street Address:

RaNae Edwards, City Clerk
City Hall
100 E. First Street
Grand Island, NE 68801

Any Proposal received after the specified date will not be considered and returned unopened. No verbal Proposal will be considered.

Proposals will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the Contractor, and ability, capacity, and skill of the Contractor to perform contract required activities.

The invoice for Contractor's services will be paid after approval at the next regularly scheduled Council meeting and occurring after departmental approval of invoice; the City Council typically meets the second and fourth Tuesday of each month. Invoices must be received well in advance of Council date to allow evaluation and processing time.

All Proposals shall be valid for at least thirty (30) working days after the Proposal deadline for evaluation purposes.

All Proposals must be signed and dated to be accepted. Please contact Tim Luchsinger at 308-389-0280, or e-mail tluchsinger@grand-island.com for questions concerning these specifications.

REQUEST FOR PROPOSAL
1 UTILITIES MANAGEMENT SYSTEM
2 for the
3 CITY OF GRAND ISLAND, NEBRASKA
UTILITIES DEPARTMENT

Proposals will be received at the office of the City Clerk, P.O. Box 1968, Grand Island, Nebraska 68802, until **4:15 p.m. (local time) on Wednesday, May 22, 2013**, for a **Proposal for Utilities Management System** for the City of Grand Island. Proposals received after the specified time will be returned unopened to sender. Proposals shall include the following on the **outside** of the mailing envelope: "**Proposal for Utilities Management System**". All proposals must be signed and dated to be accepted. Proposals shall be addressed to the attention of Tim Luchsinger, Utilities Director. **The original proposal and eight (8) complete copies** shall be submitted for evaluation purposes.

Specifications are on file in the Utilities Department at Grand Island City Hall. The proposal package is also available on-line at www.grand-island.com under Business, Bids and Requests for Proposals.

Proposals will be evaluated by the Purchaser based on price, schedule, quality, adherence to schedule, plan and specifications, economy and efficiency of operation, experience and reputation of the company, ability, capacity, and skill of the company to perform contract required and adaptability of the particular items to the specific use intended.

The Purchaser reserves the right to reject any or all proposals, to waive irregularities therein, and to accept whichever proposal that may be in the best interest of the City, at its sole discretion.

Proposals may not be withdrawn for a period of thirty (30) days after date of opening.

RaNae Edwards, City Clerk

DETAILED SPECIFICATIONS

SCOPE. The Grand Island Utilities Department is soliciting proposals for a Utilities Management System. This system shall include all hardware, software, system design, and integration of a computer based management system as described in this Request for Proposal.

DESCRIPTION. The City's Electric System serves an area approximately 82 square miles composed of nearly 26 square miles of the City and certain areas adjacent to the City within Hall County and a small portion of Merrick County. The Department includes two electric generating stations, a dispatch/engineering center, and a centralized storeroom serving the electric and water distribution divisions.

The Utilities Department currently has the following management software systems in use.

- **Production Division.** MainSaver Software, a product of JB Systems, a computer-based management system for power plant maintenance and inventory control. The system maintains a database of assets and maintenance history, including preventative maintenance scheduling and a trouble log to enter maintenance requests, with an integrated inventory control that can interface with maintenance activities.
- **Stores Division.** PowerManager, by Salt Creek Software and distributed by the Nebraska Municipal Power Pool, an inventory and purchase order system for electric and water utility distribution materials.
- **Finance Department.** An integrated financial information system supplied and supported by MUNIS, a Tyler Technologies product. A work order system for utilities materials and labor using both "permanent" work orders that are closed and reopened on a monthly basis, as well as one-time work orders for specific projects. The work order system was developed and is maintained by City staff on an AS400 platform. Purchasing, inventory, payroll, and other financial information currently must be entered manually into the AS400 and MUNIS financial information systems.

PROJECT REQUIREMENTS. The City is seeking to improve the management of operations and maintenance of its electric and water utilities and creating an integrated network that supports purchasing, payroll, and other financial functions. The Utilities Management System will replace some current software programs currently on personal computers and an AS400. The management system shall include the following functions.

- Scheduling and recording preventive and occurring maintenance activities
- Tracking of costs for capital improvement projects
- Inventory control
- Creating and processing purchase orders, including accounts payable to integrate into the MUNIS financial information system
- Capability of billing specific work order costs
- Labor tracking and payroll entry to integrate into the MUNIS financial information system

The intent of these specifications is to obtain an integrated system that will allow management of utility operations and maintenance activities, while providing electronic transfer of financial and accounting information to the MUNIS system.

PROPOSAL EVALUATION. The proposals will be evaluated on the following criteria. Also indicated are the weighting factors which will be used in tabulating the evaluation scores.

1. Proposal Responsiveness (x 2)
2. Company Experience (x 2)
3. Personnel Experience (x 2)
4. Commercial Terms (x 1)
5. System Cost (x 1)

PROPOSAL QUALIFICATIONS. The Contractor shall be a firm with experience with computer-based management systems for municipal utilities as described in these specifications.

PROPOSAL INFORMATION. The Proposal shall provide a scope of services and system price and include a schedule of applicable fees and expenses, including training and support services.

INSURANCE REQUIREMENTS. The Contractor shall comply with the attached "INSURANCE REQUIREMENTS".

MINIMUM INSURANCE REQUIREMENTS
CITY OF GRAND ISLAND, NEBRASKA

The successful Engineering Firm shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the Engineering Firm and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Engineering Firm's operations and completed operations. Failure to maintain adequate coverage shall not relieve the Engineering Firm of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

1. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

This insurance shall protect the Contractor against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
	\$100,000 each employee
	\$500,000 policy limit

2. BUSINESS AUTOMOBILE LIABILITY

This insurance shall be written in comprehensive form and shall protect the Engineering Firm, the firm's employees, or subcontractors from claims due to the ownership, maintenance, or use of a motor vehicle. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
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3. COMPREHENSIVE GENERAL LIABILITY

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 each occurrence
	\$1,000,000 aggregate

4. UMBRELLA LIABILITY INSURANCE

This insurance shall protect the Contractor against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
	\$1,000,000 general aggregate