**Request for Proposal
For
Accounting Software**

Town of Allenstown, NH

Submitted by:
BS&A Software
14965 Abbey Lane
Bath, MI 48808
(855) 272-7638

Steve Rennell
Account Executive
April 13, 2015

April 13, 2015

Diane Demers
Finance Director
Town of Allenstown
16 School Street
Allenstown, NH 03275

We are pleased to respond to the Town's request for Accounting Software.

For 25 years, BS&A Software has provided software solutions for local and county government. Governmental software is not a side-light or specialty product for us – governmental software is our sole focus. Our success is evidenced with over 7,000 installations of our various software applications for customers ranging in population from 1,000 to over 1,000,000.

There are hundreds of installations of our Financial Management Software Systems spread throughout 15 states. The following proposal outlines our company stability and history, technology strategy, superior products, and our unparalleled implementation and support services. We look forward to your positive consideration of our proposed solution.

Please do not hesitate to contact us with any questions you may have following the review of this proposal. I will be pleased to assist you, and can be reached at 855-272-7638.

Sincerely,

Steve Rennell
Account Executive
SRennell@bsasoftware.com

Table of Contents

Section 1.0 – Executive Summary

Overview

BS&A Software is pleased to submit our proposal for your review. We have over 600 customers using our Financial Management software. These customers range from small municipalities with 100s of people, to large counties 100 of thousands of residents. We obtained these customers by continually refining both our software and our processes, so that we deliver exactly what we promise, along with unparalleled support. All of our programs are built with the Microsoft .NET software development platform using the latest tools available. It also uses Microsoft SQL as the database engine. BS&A programs currently provide all of the major functions requested. We are proposing a locally hosted solution, with an unlimited number of concurrent users.

BS&A Company Benefits

For 25 years, our trademark has been to provide great software, and customer service that is world-class. You will quickly learn why BS&A has grown so positively through the worst of economic times; we are first and foremost concerned with long-term customer relationships.

- **Customer Support & Satisfaction –** BS&A believes that customer satisfaction is critical to the long term success of any company. We achieve unparalleled customer satisfaction by providing superior customer support. We are so confident in what our existing customers will say that we provide a complete list of every customer on our web site. Feel free to contact any of our existing customers, if they do not say that we provide the absolute best customer support – chose another vendor.

- **Money Back Guarantee:** BS&A is so confident in our ability to provide quality software, that we provide you with a guarantee. If you are not satisfied with a BS&A product at any time during the first year, simply return it and we will refund 100% of the price of the software.

BS&A Software Benefits

BS&A provides a completely integrated suite of products that offer the following advantages over other solutions:

- **Site License:** As a standard process, BS&A provides each municipality with a site license, where they can run our software on an unlimited number of desktops or with an unlimited number of concurrent users. This makes it practical to provide access to BS&A software to as many users and departments as desired without incurring any additional license costs.

- **Data Conversion:** BS&A sets the bar in terms of data conversion efficiency and minimizes efforts on the County's part. We simply require you to get us data and we take over from there. We are not particular about the format. Whether or not you chose to convert all of your data or just the critical components, BS&A will not provide any surprise or additional data conversion fees.

- **Integrations:** BS&A provides out of the box and user configurable integrations for a large number of required systems. We do not charge any extra fees for these integrations and, in most cases we will create similar integrations at no cost.

- **Project Management:** BS&A representatives will deliver the implementation services for all of the proposed applications. BS&A will assume the role of prime contractor and will assume project management responsibilities. Our Project Managers, along with our Training and Implementation staff, have been involved in hundreds of successful projects similar to the County's.

Understanding of Work

BS&A Software is well positioned to successfully implement our Financial Management software within your Municipality. We will complete your implementation on time, and on budget. We fully understand the project scope to include a turnkey implementation inclusive of software installation, training, implementation, project management services, data conversions, and ongoing software support. BS&A has successfully completed more than 600 Financial Management implementations throughout 15 states. No other vendor will work with you, or care more about your project than the staff of BS&A Software.

Keys to Success

In order to ensure a successful system and implementation, we have identified the following objectives and strategies:

1. **Implement Operational Improvements:** Little is gained by simply purchasing new software and continuing existing practices. BS&A strongly believes that, while implementing a new system, numerous opportunities will arise to eliminate operational inefficiencies. Our experienced implementation consultants will work together with your team to identify and incorporate changes within their department that will allow them to "work smarter not harder".

2. *Focus on Training:* A major contributor to the success of a new system is the need for a concerted effort towards initial and on-going training of staff. BS&A uses experienced trainers, so that all parties are able to effectively utilize the system and features.

3. **Fully Integrated Solution:** The advantages of having a completely integrated solution are numerous. First, everyday activities like querying and reporting are consistent throughout a range of products. More importantly, though, an integrated solution eliminates manual and redundant data entry.

4. **Implementation Experience:** A project of this type requires a significant amount of effort to efficiently implement. BS&A has been involved in thousands of implementations and provides highly experienced project management and technical resources. We will work with each of your Departments throughout the process, identify their specific needs, and assemble a successful implementation plan.

5. **Support:** Delivering the highest quality customer care is essential to your success. We consider it the highest priority of our organization. Our closed-loop feedback system between customers, tech support, and developers delivers lightning-fast resolution to any issue.

Section 2.0 – Organizational Profile

Headquarters:	Primary Contact:	Secondary Contact:
BS&A Software, Inc.	Steve Rennell	Jason Hafner
14965 Abbey Lane	Account Executive	Director of Project Management
Bath, MI 48808	PH: 517.641.8900	PH: 517.641.8900
(855) 272-7638	SRennell@bsasoftware.com	jhafner@bsasoftware.com

Company Structure

BS&A Software was incorporated in the State of Michigan in 1987, with a vision of providing a powerful assessment administration software system to local government in Michigan. Our product line has since grown to an extensive list of 32 software products including a Financial Management Suite, a Community Development Suite, a Property-Based Suite, and other companion products for local and county government. **With that growth in products, our customer base has expanded to include municipalities in 15 states, including New Hampshire**. We focus exclusively on municipal government – all 2,000+ of our clients are local government entities, therefore, 100% of our annual revenue is from public sector customers.

BS&A employs 134 team members involved in software development, IT, sales, implementation, training and technical support. Over 50% of our staff is dedicated to the development and support of the proposed applications. We are a privately held Company, and have never been sold since our incorporation.

Mission Statement

BS&A Software is driven to excellence in all areas of our business by focusing 100% of our efforts on solving our customers' problems, creating deep customer relationships through unparalleled customer support, and pursuing continued improvement in our software through innovation and customer feedback.
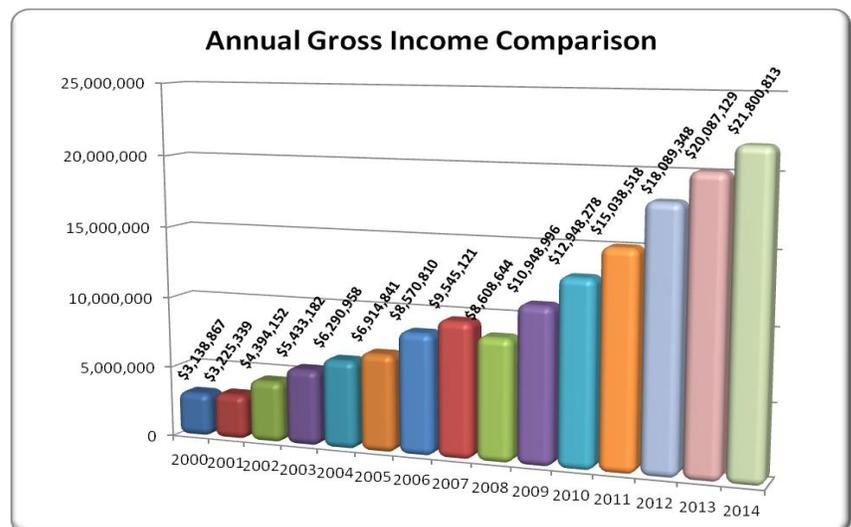
Customer Retention

Our superior software and service have not gone unnoticed in our market. Our track record speaks for itself. Over 2,000 government municipalities have successful implementations of one or more BSA Software products.

BS&A Software has unprecedented 99% customer retention over our entire product line for 25 years. **Moreover, we have never lost a customer to any competitor.**

Continued Growth

Our gross sales have increased an average of 20% per year over the last several years. We are a very profitable organization that averages 20+% profit margins. We are managed very conservatively with our only debt being the remaining balance of a note for a new addition to our corporate offices. Our gross income for 2012 was over $18 Million, more than $20 Million in 2013 and about $22 Million in 2014. About 10% of annual revenues are reinvested into research and development.

Annual Gross Income Comparison

Year	Amount
2000	$3,138,867
2001	$3,225,339
2002	$4,394,152
2003	$5,433,182
2004	$6,290,958
2005	$6,914,841
2006	$8,570,810
2007	$9,545,121
2008	$8,608,644
2009	$10,948,996
2010	$12,948,278
2011	$15,038,518
2012	$18,089,348
2013	$20,087,129
2014	$21,800,813

6

Staff Biographies of Key Personnel
Account Executive

Name:	**Steve Rennell**
Education:	Bachelor of Science, Engineering
Date of Hire:	2011
Responsibilities:	Sales executive and project manager for Financial Management Systems
BS&A Project Experience:	Numerous local and county clients including Crystal River, FL; Flagler Beach, FL; Wilton Manors, FL; Cooper City, FL; Festus City, MO; Marquette City, MI; Clinton Charter Township, MI; Muskegon City, MI; and Westland City, MI
Prior Work Experience:	1998-2011 Siemens – Project Manager for Large Scale Enterprise Implementations

Project Management Team
BS&A Software will provide information on personnel likely to be assigned to the project. In an effort to most effectively use resources, personnel will be assigned to the project upon commencement of implementation.

Name:	**Jason Hafner, CPA, Financial Management Department Director**
Education:	Bachelor degree in Accounting
Date of Hire:	2003
Responsibilities:	Implementation, Training & Support of BS&A Software Financial Management Systems
BS&A Project Experience:	Involved in numerous local and county implementations including Crystal River, FL; Muskegon City, MI; West Bloomfield Township, MI: Bethel Heights, AR; Lowell City, AR: and Kentwood City, MI
Prior Work Experience:	1998-2003 *Abraham and Gaffney-Certified Public Accountant Firm* -Senior in charge Accountant; Set up and training of new software; Conducted audits of governmental entities

Name:	**Mark Puetz** **Product Manager**
Education:	Bachelor degree in Accounting
Date of Hire:	2004
Responsibilities:	Implementation, Training & Support of BS&A Software Financial Management Systems
BS&A Project Experience:	Involved in numerous local and county implementations including Muskegon City, MI; Lincoln Park City, MI; Lowell City, MI; West Bloomfield Township, MI; Jackson City, MI; and Fenton City, MI
Prior Work Experience:	2002-2004 *Thomson Reuters* – Software training

Name:	**John Schopmeyer**
	Financial Management Project Manager
Education:	Bachelor degree in Computer Science
Date of Hire:	2001
Responsibilities:	*Implementation logistics; data conversions; training arrangements*
BS&A Project Experience:	Involved in numerous local and county implementations including Westland City, MI; Grand Haven City, MI; Morenci City, MI; Huron County, MI; Jacksonville City AR
Prior Work Experience:	*2001-2011 BS&A Software* – Software Developer; BS&A Payroll System

Name:	**Justin Klein**
	Financial Management Project Manager
Education:	Bachelor degree in Finance; Masters of Accounting
Date of Hire:	2012
Responsibilities:	Implementation logistics; data conversions; training arrangements
BS&A Project Experience:	Involved in numerous local and county implementations including Muskegon City, MI; Muskegon Heights City, MI
Prior Work Experience:	2008-2012 *Michigan State University* – Accounts payable, accounts receivable, royalty payments, profit and loss reporting, and sales forecasting

Name:	**Laura Koenigsknecht**
	Project Manager
Education:	Bachelor degree in Accounting
Date of Hire:	2011
Responsibilities:	Implementation logistics; data conversions; training arrangements
BS&A Project Experience:	Involved in local and county implementations including Jeffersonville, IN; Norfolk NE; Whitefish Bay, WI; Wyandotte, MI; Oak Park, MI; Palmetto, FL
Prior Work Experience:	2011-2012 *State of Michigan* – Office of Financial and Insurance Regulation – Student assistant to Commissioner's receptionist

Name:	**Randy Dickinson, CPA**
	Database Technician
Education:	Bachelor degree in Business Management; Bachelor of Applied Arts in Accounting
Date of Hire:	2012
Responsibilities:	Implementation logistics; data conversions
BS&A Project Experience:	Involved in numerous local and county implementations including Muskegon City, MI: Centerline City, MI; Zilwaukee Township, MI; Kalamazoo Charter Township, MI; Huron County, MI

Prior Work Experience:	*1999-2009* *Delhi Corporation* - Electronics and Safety Division; Supplier, Quality & Development Engineer – Structured problem solving, failure analysis, process improvement

Name:	**Shannon Raupp** **Database Technician**
Education:	Bachelor degree in Political Science; MBA in Accounting
Date of Hire:	2012
Responsibilities:	Implementation logistics; data conversions
BS&A Project Experience:	Involved in local and county implementations including Jacksonville, AR; Huron County, MI; Berkley City, MI; and Bunker Hill Township, MI
Prior Work Experience:	2009-2012 *QOMO HiteVision LLC* - Interactive Product and Software Training, Software and Hardware Quality Assessment, Software and Product Resource Development 2009 *Northwestern University* – Resident Coordinator, Budget Analysis, Operation Management

Name:	**Jenny Halfman** **Database Technician**
Education:	Bachelor degree in Accounting
Date of Hire:	2013
Responsibilities:	Implementation logistics; data conversions
BS&A Project Experience:	Involved in local and county implementations including Oak Park City, MI; Houghton County, MI; Mackinac County, MI; Franklin City, WI; Dormont, PA
Prior Work Experience:	2010-2012 *Food Bank Council of Michigan* – The Emergency Food Assistance (TEFAP) manager, accounts payable and accounts receivables.

Name:	**Zach Earegood** **Database Technician**
Education:	Bachelor degree in Business Administration
Date of Hire:	2012
Responsibilities:	Implementation logistics; data conversions
BS&A Project Experience:	Involved in numerous local and county implementations including Charlevoix County, MI; Des Plaines, IL; City of Ironwood, MI; City of Evart, MI.
Prior Work Experience:	2012-2014 *BS&A Software* – Financial Management Support Specialist

Implementation and Training Team

BS&A Software will provide information on personnel likely to be assigned to the project. In an effort to most effectively use resources, personnel will be assigned to the project upon commencement of implementation.

Name:	**Rob Burritt** **Financial Management/Community Development Training Director**
Education:	Bachelor of Applied Science in Accounting
Date of Hire:	2009
Responsibilities:	Implementation, Training & Support of BS&A Software Financial Management Systems
BS&A Project Experience:	Involved in numerous local and county implementations including Clinton Charter Township, MI; Shorewood Village, WI; Marquette City, MI; Jacksonville, AR: Grand Haven City, MI; and Westland, MI
Prior Work Experience:	2006-2009 *RTS Consulting, Inc.* – Senior Client Manager; Installed and configured software systems, training, provided recommendations for new software procedures 2000-2006 *TCI Solutions/Retalix Ltd.* – Manager/Professional Services; Training on new software procedures, software implementation, consult and coordinate with analysts and programmers to design and develop automated business procedures.

Name:	**Corey Meiring, Financial Management Implementation & Training Services**
Education:	Bachelor degree in Accounting & Marketing
Date of Hire:	2005
Responsibilities:	Implementation, Training & Support of BS&A Software Financial Management Systems
BS&A Project Experience:	Involved in numerous local and county implementations including Clinton Charter Township; Flagler Beach, FL; Burr Ridge Village, IL; West Bloomfield Township, MI; and Jackson City, MI
Prior Work Experience:	2002-2004 *Thomson Reuters* – Software training

Name:	**Tina Walker, Financial Management Implementation & Training Services**
Education:	Bachelor degree in Accounting
Date of Hire:	2009
Responsibilities:	Implementation, Training & Support of BS&A Software Financial Management Systems
BS&A Project Experience:	Involved in numerous local and county implementations including Clinton Charter Township, MI; Shorewood Village, WI; Melvindale, MI; Marquette, MI; Grand Haven, MI; Burr Ridge Village, IL and Brighton, MI
Prior Work Experience:	2002-2009 *Wilbur Ellis Co.* – Budget preparation, revenue forecasting, monthly sales and gross margin reports

Name:	Tom Magsig, Financial Management Implementation & Training Services
Education:	Business Management
Date of Hire:	2011
Responsibilities:	Implementation, Training & Support of BS&A Software Financial Management Systems
BS&A Project Experience:	Involved in numerous local and county implementations including Muskegon MI; Flagler Beach, FL; Marquette, MI; Huron County, MI; and Muskegon Heights, MI
Prior Work Experience:	2000-2011 *State of Michigan* – Real Estate Broker

Name:	Preston Weber, Financial Management Implementation & Training Services
Education:	MBA; Business Management
Date of Hire:	2010
Responsibilities:	Implementation, Training & Support of BS&A Software Financial Management Systems
BS&A Project Experience:	Involved in local and county implementations including Rives Twp MI, Gulf Breeze, FL, Festus, MO, Lake Odessa MI, Benzie Co MI
Prior Work Experience:	2008-2010 *State of Michigan – Dept of Treasury*

Name:	Craig Borsenik **Financial Management Trainer**
Education:	MBA; Business Administration
Date of Hire:	2012
Responsibilities:	Implementation, Training & Support of BS&A Software Financial Management Systems
BS&A Project Experience:	Involved in local and county implementations including Dormont, PA; Highland, IN; Marquette County, MI; St. Joseph County, MI; Arlington Heights, IL
Prior Work Experience:	2007-2012 *Northwood University* – Facilities & Events Associate Director

Name:	Jeff Delaney **Financial Management Trainer**
Education:	Bachelor Degree in Accounting
Date of Hire:	2014
Responsibilities:	Implementation, Training & Support of BS&A Software Financial Management Systems
BS&A Project Experience:	Involved in numerous local and county implementations including City of Grosse Pointe Park, MI; Village of Beverly Hills, MI; Haring Charter Township, MI; Kalamazoo Lake Sewer & Water Authority, MI; City of Manistique, MI.

Prior Work Experience:	2014 *BS&A Software* – Support Specialist for the Financial Management Suite

Name:	**Jon Nowak** **Financial Management Trainer**
Education:	Bachelor Degree in Business Administration, Minor in Sociology
Date of Hire:	2013
Responsibilities:	Implementation, Training & Support of BS&A Software Financial Management Systems
BS&A Project Experience:	Involved in numerous local and county implementations including Marquette County, MI; Marquette County Health Department, MI; Jackson County, MI; Lincoln Township, MI; Colon Township, MI; Huron Township, MI; Mackinac County, MI; Watertown Township, MI; City of Madison Heights, MI; City of Novi, MI; Green Lake Township, MI; and the City of Northville, MI.
Prior Work Experience:	2012-2013 *Principal Financial Company* – Licensed Agent 2011-2012 *Smith Consulting Group* – Research Assistant

Name:	**Ryhan Carrier** **Financial Management Trainer**
Education:	Bachelor Degree in Accounting
Date of Hire:	2013
Responsibilities:	Implementation, Training & Support of BS&A Software Financial Management Systems
BS&A Project Experience:	Involved in local and county implementations including City of Flint, MI; City of Stoughton, WI; City of Commerce, GA
Prior Work Experience:	2013-2014 *BS&A Software* – Support Specialist Intern for the Financial Management Suite

Section 3.0 – References

Town of Hooksett, Merrimack County NH		
Population:	13,451	
Contact:	Christine Soucie	
Address/Phone/Email:	35 Main Street Hooksett, NH 03106	(603) 485-2712 csoucie@hooksett.org
Installation Date:	2013	
Software Solution:	AccessMyGov – Internet Services, AccessMyGov – Employee Self Services, Accounts Payable .NET, General Ledger .NET, Human Resources .NET, Purchase Order .NET, Payroll .NET	
Converted From:	BMSI	

| Village of Burr Ridge, DuPage County IL		
Population:	4,791	
Contact:	Jerry Sapp	
Address/Phone/Email:	7660 County Line Rd Burr Ridge, IL 60521	(630) 654-8181 ext 55 jsapp@burr-ridge.gov
Installation Date:	2012	
Software Solution:	AccessMyGov – Employee Self Services, Accounts Payable .NET, Building Department .NET, Cash Receipting .NET, Citizen Request for Action .NET, General Ledger .NET, Human Resources .NET, Miscellaneous Receivables .NET, Purchase Order .NET, Payroll .NET, Timesheets .NET, Utility Billing .NET	
Converted From:	MSI	

Village of Brown Deer, Milwaukee County WI		
Population:	11,715	
Contact:	Susan Hudson Deputy Treasurer/Comptroller	
Address/Phone/Email:	4800 W. Green Brook Dr. Brown Deer, WI 53223	(414) 371-3040 shudson@browndeerwi.org
Installation Date:	2012	
Software Solution:	Accounts Payable .NET, Building Department .NET, Cash Receipting .NET, General Ledger .NET, Payroll .NET, Timesheets .NET, Utility Billing .NET	
Converted From:	Caselle	

City of Grand Haven, Ottawa County MI	
Population:	11,168
Contact:	Jim Bonamy
Address/Phone/Email:	519 Washington Ave Grand Haven, MI 49417	(616) 935-3214 jbonamy@grandhaven.org
Installation Date:	2013
Software Solution:	AccessMyGov – Internet Services, Accounts Payable .NET, Building Department .NET, Cash Receipting .NET, Field Inspection .NET, General Ledger .NET, Human Resources .NET, Miscellaneous Receivables .NET, Purchase Order .NET, Payroll .NET, Special Assessment .NET, Timesheets .NET, Utility Billing .NET
Converted From:	AS400

Section 4.0 – Appraoch to Work

Proposed Software

All of our programs are built with the Microsoft .NET software development platform using the latest tools available and work with SQL Server 2005 through 2014 linking together using a database grouping method. What this means for our customers is: a reduction in data entry errors; minimal duplicate entry; and overall increased productivity.
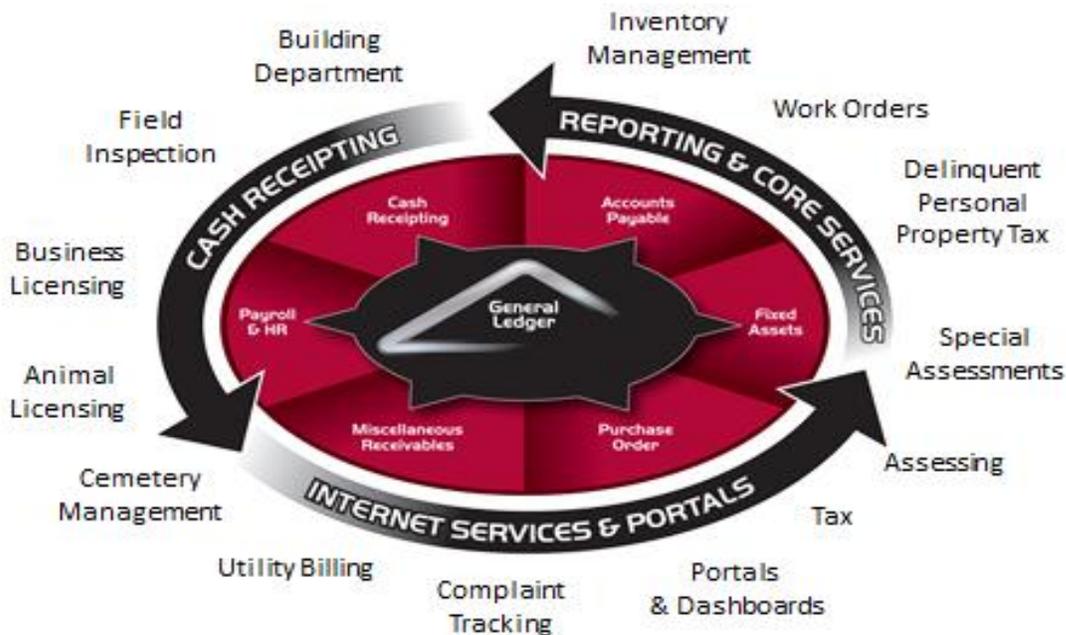
Here are a few of the many benefits to our fully integrated Financial Management system:

- Drill down feature in GL/Budgeting allows for instant access to the originating source document
- Clickable links on reports allow users to jump to the detailed, underlying transaction information for a 'summary-type' report line - even across applications
- All reports can be emailed or printed to Excel, PDF or other applications and file formats.
- Individual User Report Profiles allow users to run memorized sets of reports.
- Fully integrated Budgeting with Budget Footnotes and Long Term Budget Forecasting
- Over budget notifications are available within all applications
- Automatic posting of encumbrance entries when a purchase order is approved in the Purchase Order application and then converted to an invoice in Accounts Payable
- Fully integrated receipting process - Cash Receipting updates linked applications in real time
- View journal detail and posting information from any application
- GL number verification in all applications
- Streamlined Check Reconciliation and Bank Reconciliation process from one application
- Comprehensive capabilities for budgeting all personnel costs and fringes through integrated position based budgeting
- User Groups allow you to set the same user rights for multiple users at once. This reduces the need to set up user-based security for several users with similar or identical rights in the system.

15

- Users can be set up to login automatically to the program using windows active directory with user names and passwords.
- Detailed audit tracking to log virtually all changes made.

Financial Management Applications

General Ledger/Budgeting

BS&A's GL/Budgeting is the foundation of our Financial Management Suite, incorporating Budgeting, Long-term Financial Forecasting, and Project/Grant Accounting. As these functions are the core of any financial system, we do not treat them as add-on modules, but as integral components of GL/Budgeting.

The GL/Budgeting application acts as the final data storehouse for financial entries from seamlessly integrated applications, such as Accounts Payable, Cash Receipting, Utility Billing, Property Tax, and Miscellaneous Receivables. Our wide range of interfaces allow for posting of transactions from other, non-BS&A products.

Data is only useful if it is easily accessible. That's why we provide many standard reports, which can be customized to meet your various needs… eliminating the necessity of add-on modules, such as complete and integrated GASB 34 reports and a Report Writer for unmatched reporting flexibility.

Budgeting and Long-term Budget Forecasting

The Budgeting function supports decentralized budget entry, imports of preliminary budgets from spreadsheets, and multiple, user-definable budget levels. The final budget document is user-definable, or may be saved as a spreadsheet to give you unlimited options in formatting. Budget footnotes are maintained within the application and may be printed on the final budget document. Long-Term Budget Forecasting allows for up to 10-year future projections, which may then be saved to unlimited budget snapshots for "what-if" budget analysis. Statistical forecast calculations may be overridden on an ad-hoc basis to accommodate known future financial events.

Cash Flow Analysis

Powerful Cash Flow Analysis features enhance awareness of upcoming cash flow needs through powerful analysis tools and intuitive graphical displays. Intuitive screens enable you to customize statistical and graphical data views.

Integrated GASB 34 Reporting

All GASB 34 reports are built-in; no need for a separate reporting module. Adjustment journal entries can be entered in a separate Adjustments fund or in a dedicated GASB 34 Adjustments screen. Run statistical reports to identify major/minor funds with supporting calculations. Run reports in a summary format – the prescribed reporting format – or in a detailed format, which shows all general ledger balances and adjustments. Summary report formats also provide drilldown into individual account balances.

Complete Account and Bank Reconciliation

Many software applications use the term "reconciliation", when in fact they merely offer the ability to mark checks as cleared. In addition to identifying open and cleared check transactions - manually or electronically via export file from your bank – BS&A's GL/Budgeting application groups cash transactions by deposit and reconciles other transactions (i.e., manual journal entries) that affect cash. This enables a complete reconciliation between your general ledger account balances and your corresponding bank account balances.

Automatic Inter-fund Accounting Entries

Inter-fund accounting throughout the application is managed by flexible settings within GL/Budgeting. All entries created in linked applications (Accounts Payable or Cash Receipting, for example) are automatically balanced between funds via automatic "due to/due from" entries when necessary.

Flexible, Sophisticated Security Features
System Administrators will appreciate the flexibility gained by our task- and field-level security features. Setup and maintenance of user security settings - for all applications - is easily accomplished from one central location. In addition, fund-, department-, and account-based security settings control access and posting to relevant accounts within your general ledger.

Comprehensive Reporting
We include over 60 standard reports in the GL/Budgeting application. These may be used as-is, modified to fit your needs, or used as the basis for an entirely new report created in our included Report Writer. Report Profiles may be created to group selected reports for subsequent one-click printing. Reports may be printed, viewed on-screen, exported to Excel, or saved in a variety of formats including pdf, html, or text.

Detailed Report Drilldown
In addition to the benefit of printing BS&A reports to the screen, saving time and paper, selected reports offer a drilldown feature for a greater level of detail. This provides easy balancing while viewing one report – no need to run subsequent reports from ancillary applications to gather supporting detail. For example, click on any transaction line in the Account Activity Report to view the source document (Accounts Payable check, Payroll check, Receipt, etc.).

Unlimited History
BS&A's GL/Budgeting application maintains an unlimited number of years of general ledger and transaction history, and makes that history useful. Comparative historical reports can be run showing nominal and budgetary amounts, displaying data from any or all fiscal years. Seamless spreadsheet integration allows unlimited statistical analysis of historical data.

Extensive Import/Export Capabilities
Journal entries may be imported from third-party applications via a number of formats or from Excel spreadsheets. In addition to the capabilities integral with the reporting system, all data is accessible via user-definable exports.

Accounts Payable

In addition to the standard invoice entry/check printing functionality, our Accounts Payable application interfaces with our billing applications for easy tracking and maintenance of refund requests. This integration offers one-click viewing of the status of check requests from the originating department, freeing the AP staff from fielding refund-related questions.

Integrated Imaging System
BS&A's Imaging System, included with Accounts Payable, allows batch scanning of invoices for electronic processing and paperless archiving.

Positive Pay
Positive Pay is set up using your bank's specifications. The export file is easily created and provides a list for your bank to use as a cross-reference, an important component in check fraud prevention.

Full Integration with BS&A Purchase Order
In addition to increased budgetary control, integration with BS&A Purchase Order eliminates duplicate entry of purchase information – simply select the PO for payment, and all data is automatically filled out. Easily accommodates partially-filled Purchase Orders with encumbered amounts correctly relieved.

Electronic Check Requests
Refunds processed in linked billing applications can be transferred to Accounts Payable automatically. Simply select a pending Check Request for payment and relevant information is automatically filled in. Linked applications can query Accounts Payable for the status of the check request. For example, the Utility

Billing clerk can look up requested information (check cut? check cleared?) without having to consult with the Accounts Payable clerk.

Purchasing Card Support

BS&A's Accounts Payable application imports transactions from your Purchasing card vendor. Detailed tracking of purchasing information is tied to the true vendor while payments are made to the issuer of the Purchasing card.

ACH Payment Features

The convenience and security of paying invoices via ACH transfer is just as straightforward as a check run using paper checks. Once a vendor is set up as being paid via ACH, the application does the rest. Upon processing an ACH check run, you'll be prompted to generate the ACH file. Simply answer "Yes" and transfer the file to your bank via their instructions.

Notifications

The Notifications pane shows pending Recurring Invoices, pending Check Requests, unjournalized invoices/checks, and unposted journal entries.

Flexibility to Handle Different Banking Situations

Pay invoices from multiple checking accounts, pooled cash accounts, or single or multiple paying funds with automatic inter-fund accounting handled, using parameters set up in GL/Budgeting. No knowledge of interfund accounting is necessary for Accounts Payable processing.

Sophisticated Budget Integration

Budgetary control is maintained via real-time budget availability verification. All invoices entered, regardless of status (open or posted) are reflected in the calculation of available balance. Budget override permissions are controlled via flexible security settings.

Customizable Check Forms

Check formats are completely customizable to your paper forms. Supports security-controlled printing on blank check stock, saving the expense of stocking different forms for each bank.

Easy Check Reconciliation

AP checks may be easily reconciled, either manually or electronically via bank-supplied file. Interfaces seamlessly with system-wide bank/account reconciliation.

Optional Online Vendor Self-Registration

Online Vendor Self Service, part of our Internet Services suite, allows vendors to maintain their own account information. You maintain control via the ability to review and reject any changes. Registered vendors may view invoices, checks, and PO's online, reducing staff time in answering questions from vendors.

Miscellaneous Receivables

Billing software needs to be flexible to handle receivables outside of the normal Tax and Utility billings. Our Miscellaneous Receivables application was designed from the ground up to deliver this flexibility.

Recurring Invoices

Recurring invoices can be quickly generated in batches, eliminating the need to manually create each invoice and speeding data entry for repetitive billings.

Credits

Credits may be applied to a customer's account, whether for overpayment or to adjust the amount billed on an invoice.

ACH File Creation and Paperless Billing
Streamline your payment process by using ACH – payments can be automatically debited from customers' bank accounts. Additionally, bills can be emailed to customers wanting to go paperless.

Bad Debt Write-off
Past due accounts determined to be uncollectable may be written off by creating the appropriate bad debt expense entry in BS&A GL/Budgeting.

Penalty Assessment
Flexible process assesses penalties based on a percentage, flat amount, or table of percentages/amounts calculated on number of days past due.

Aging Reports
Reconcile the outstanding balance by general ledger number as of a given date with the corresponding balance in GL/Budgeting.

Electronic Check Requests
Refunding an overpayment to a customer is done through an electronic check request process with BS&A Accounts Payable, eliminating the need for the AP clerk to hand-enter the invoice for payment. The user can quickly ascertain if: a) a check request has been converted to an invoice for payment; b) the converted invoice has been paid; c) the check has been cleared by the bank. This greatly speeds accuracy and response time.

Collection
The process of sending unpaid receivables to collection includes the ability to account for them using a separate general ledger number.

Lienable Billing Items
Billing items considered lienable may be transferred to the customer's property tax bill by way of a Wizard that handles all aspects of the process, including adjustment creation on the customer's accounts and reclassification of the receivable balance in GL/Budgeting.

Billing Item Level Security
Security settings are available to quickly and easily configure which billing items will be available, on a user-by-user basis.

Purchase Order

BS&A's Purchase Order application is designed to maximize your control over purchasing decisions while maintaining maximum flexibility and ease of use. The graphical flowchart-based workflow setup simplifies the complex task of translating your approval rules to an electronic model, enhancing control over the purchasing, budgeting, and bidding process. Integrated Bid Processing functionality allows electronic maintenance of bids and quotes. Our optional web-based Vendor and Bidder Self-Service modules offload maintenance data entry tasks to your suppliers, while giving you final control over changes.

Integrated, Graphic Workflow and Approval Process
Graphical flowcharts illustrate and aid in the setup of the approval decision workflow, greatly increasing ease-of-use. Drag and drop to set up the "next-in-line" to approve a requisition or purchase order. Templates provide easy duplication of workflow for similar items.

Requisitions and PO Approval via the Web, Email or Smart Phone
Purchasing decision-makers can approve or deny off-site, reducing the number of employees to be granted authorization power. You can leave the office without wondering what's being purchased without your knowledge.

Easy Change Order Process
Change orders are easily entered, with easily-accessible history of all changes. All pre-encumbrance and encumbrance accounting is handled automatically.

Pre-encumber at Requisition Level
Setting up Requisitions to pre-encumber funds prior to approval provides notification that pending requisitions exist and prevents potential over-spending prior to PO approval. Denial of requisition automatically frees up funds.

Automatic Transfer to BS&A Fixed Assets
Purchases of capital assets may be identified at time of requisition, which then flows through the approval process to the time of purchase, automatically updating BS&A Fixed Assets. Duplicate entry of asset-related transactions is eliminated. In addition, rules can be set in order to specify amounts and accounts that automatically flag purchases for asset creation.

Bid Tracking and Online Bidder Self-service
Bidders are maintained separately from Vendors, yet are easily converted to Vendors. The optional Online Bidder Self-Service feature automates bidder registration; while the approval/denial feature of bidder-entered changes gives you complete maintenance control.

Mass Approval/Denial of Requisitions
Mass approve/deny from a single screen. Requisitions can be selected individually or by group, and once approved, quickly converted into purchase orders.

Fixed Assets

GASB 34 made the accurate tracking and reporting of Fixed Assets critical. By integrating with the other components of our Financial Management Suite, the Fixed Assets application greatly simplifies tracking these items without sacrificing accuracy.

GASB 34-Compliant Reporting
Reports necessary for financial statement note disclosure are included. No separate reporting module is needed.

Construction in Progress
Construction projects can be tracked and automatically converted to capital assets once completed.

Integration with BS&A Purchase Order and BS&A GL/Budgeting
Purchase orders may be flagged as Asset purchases, facilitating electronic transfer to BS&A Fixed Assets. In addition, rules can be set in the Purchase Order application to specify amounts and accounts that automatically flag purchases for asset creation.

Depreciation and disposal accounting information is posted to GL/Budgeting. This tight integration eliminates errors and duplication of data entry.

Flexible Asset Disposal
Assets can be partially disposed based on quantity, dollar amount, or percentage of total cost, eliminating the need to record each asset as an individual for disposal purposes. For example, library books can be recorded as a lump sum and then written off as a percentage of the original cost. The application also supports partial asset transfers, splits, repairs, and disposition, including partial disposal.

Complete, Easily-Accessible Asset History
The book value as of a specific date may be determined at any time.

Understanding of Work

BS&A Software is well positioned to successfully implement our Financial Management software within your Municipality. We will complete your implementation on time, and on budget. We fully understand the project scope to include a turnkey implementation inclusive of software installation, training, implementation, project management services, data conversions, and ongoing software support.

Overview: In the course of these implementations, both predictable and unforeseen issues may arise. We make every effort to plan for and mitigate the expected risks, such as: Staff Fear of Change, Different Learning Speeds and Styles, Data Conversion Issues, and Custom Forms & Reports.

By executing a repeatable project management approach, it is possible to address the majority of the issues well before implementation. Data conversion is an area where possible errors can occur without proper planning. We address this by having a well-defined conversion and data review process. During this process we review with the customer, converted data at several pre-defined stages to make sure that we have correctly converted the data. By conducting these reviews early, we are able to correct any issues that might be identified. Likewise, we develop our training plan in conjunction with Town personnel. This enables us to plan for departments or individuals who may require additional time during training.

A well planned and orchestrated implementation process goes a long way toward preventing problems. Even the most carefully planned project may run into issues where some area of functionality does not meet customer requirements. We have an extremely nimble and responsive development team. This enables us to rapidly address software issues with either a custom enhancement or maintenance fix. This is only possible when your implementation and development team work closely and towards the same objective.

General Implementation Approach

Implementation services include the planning and evaluation of current hardware and network, sources and format of legacy data, potential integration with existing systems, software installation, data conversion and training. BS&A does not intend on partnering with any other software vendors for this project.

Implementation Highlights

The staff at BS&A Software is specially trained, first and foremost, to take care of customers. We are not satisfied unless your staff is pleased with your software choice. The process is not complete without a solid implementation plan to follow.

Our Implementation process includes all services necessary to assure a successful transition.

We will provide:

- **Current Process Review**
- **Project Managers that understand your needs AND are Subject Matter Experts**
- **Implementation and Project Plans**
- **Project Update Conference Calls**
- **Program Installation/Network Configuration assistance**
- **Data Conversion from your legacy system**
- **Data review services – you will evaluate your converted data prior to your Go-Live**
- **Training Services that are tailored to your needs**
- **Follow-up training with advanced report design assistance.**

Our goal is to make the transition from your current system as painless as possible. We utilize our extensive experience to accomplish this in an efficient, accurate and timely manner.

For example, many municipalities believe the best time to convert is at the start of a fiscal year. Our experience has shown that this is often the busiest time of year - not the optimal time to transition to new software. Once a general transition time is agreed upon, an implementation timeline is prepared. This schedule includes evaluation of your current hardware and network, sources and format of legacy data, potential integration with existing system, software installation, data conversion and training.

Discovery meetings are held to discuss/gather information about key topics like workflow process, permit types, projects, planning and zoning, code enforcements, etc. As part of these meetings key team members from the Town are identified and included, ensuring that all concerns are heard and any potential issues are addressed.

We strive to shorten the transition process as much as possible – a long transition equates to diminishing productivity.

Transitioning

Performing data conversion and implementation projects for 25 years, we have learned a number of things to make this process better. Typical examples include:

1. **Data Conversion /Review** – Mistakes converting data delay projects, cause rework and negatively affect employee morale. To insure that there are no data conversion errors, we review the data with the key stakeholders, very early in the process. This provides ample time to correct any data conversion issues

2. **Municipality-wide Buy-in** – It is critical to have all parts of the Town informed of the plans and get everyone involved in the solution. This can be accomplished by involving as many departments as possible in key activities, such as: Initial Demonstration, Project Kick-off and Process Review Sessions.

3. **Test Data & Environment** – When problems with data or processes arise late in the project, it is much more difficult to correct them. We believe that providing access to a test system, with your test data, any potential problems can be identified early enough to be corrected without impacting the project schedule.

4. **Integrations** – Often times it will be necessary to provide integration to another system that was not planned for. BS&A makes every effort to help identify possible integrations. BS&A has provided "code-less" configurable integrations. These allow for the creation of exports or imports into a wide variety of formats, without writing any software.

5. **Hardware** – Delays in procuring hardware can have disastrous impacts on the project schedule. In order to head-off any delays, we meet with your IT team early on in the project to review planned hardware. If new hardware must be purchased, we will work with you to outline the specifications.

6. **Handle the Unexpected** – BS&A prides itself on being responsive, both in terms of training and development. If an unforeseen issue arises, our "Never let a customer fail motto," guides our response. We work together to find a way to resolve the problem and keep the project on schedule. This is something that we strongly encourage you to talk about with any of our customers whom you speak with.

Project Management Approach

A member of our Project Management and Implementation Planning team will be assigned to coordinate your project. Our consultant will oversee the implementation process, schedule all necessary meetings, data transfer and conversion, and schedule training. All training proposed will be performed onsite at your offices.

An overview of our planned method for a five-phase project management is as follows. BS&A is able to work with the timeline that best suits you.

Consultation: Each implementation will begin with a kick-off meeting. Here we will set the time table and develop the schedule for your onsite implementation and training. During the onsite implementation meeting we will review your current processes, and make the recommendations for the best practices in BS&A.

Conversion: In this phase we install the software, run a preliminary data conversion followed by quality control testing, and finally perform the final data conversion.

Setup and Training: This phase consists of user and security setup, workflow setup, custom report creation and modification, and onsite end user training.

Parallel: Here we run identical procedures in BS&A as well as your legacy system as part of training.

Go-Live: Our training staff is onsite working with you to perform your first live run. They will review the processes with you and transition you to the BS&A support staff.

Software Installation

Programs will be installed by BS&A for testing and learning purposes. This is informal and simply allows users to play with the applications prior to formal training. Data will be installed at a later date. This allows time for the staff to become familiar with the applications and review tutorials prior to formal training.

Product Testing

The converted data will go through a Quality Control test. BS&A will first review/test the data, and then pass it to the Town for their review and critique.

Project Management Highlights

BS&A employs a project management approach that is distinctively better for several reasons. With our staff you will enjoy the following benefits:

- **The Customer: The staff at BS&A Software is always concerned with the client's needs first**

- **Details: We will follow a detailed project plan that will assure a smooth transition**

- **Knowledgeable: You will always be dealing with a professional, knowledgeable, and dedicated staff member**

- **Passionate: Throughout the project implementation you will work with staff members that believe it is very important to always push ourselves and to never be satisfied with "good enough." Our goal is not to be a good company by providing good services. We want to be a great company by providing remarkable services.**

- **Important: Your project manager will guide you through the process and make sure you are the most important part of the process.**

- **Every member of the BS&A team treats each customer as absolutely crucial to the company's survival, as indeed, each customer is.**

The recommended approach to the following types of testing is:

1) System Testing
System Testing is the overall approach used to validate that an entire system satisfies the requirements, business and operational objectives.

2) Integration Testing
Integration testing is intended to verify operational requirements between major applications, sub-systems or modules. Test cases should be constructed to test that all modules interact correctly. Likewise, an Integration Tests should be defined for each of the "Integration and Interfaces" requirements identified in the applications specifications spreadsheet.

3) Stress/Performance Testing
Stress testing refers to tests intended to evaluate a system, module or function under heavy load. The goal of these tests is to ensure the software will perform adequately under maximum loading conditions. BS&A recommends creating Stress Tests that will mimic maxim expected loading for critical functions. Similarly, Performance testing refers to the assessment of the performance of system, module or function from the perspective of the user. Performance testing is often done in conjunction with stress testing.

Project Risk Management
BS&A embeds risk management in every project. In our 25 years of data conversions and implementations we have learned this is an integral part of maintaining a successful project. Through the project your project manager will be in constant communication with you, and will schedule regular conference calls to keep everyone aware of the status of you project. Constant communication and consulation throught the entire process is the best way to handle risk management.

The project risk management module that we follow is

1. Indentify
2. Analyze
3. Evaluate
4. Implement

Data Conversion
Data conversion is the single most important aspect of any system implementation. We do not force you to provide us data in a pre-fined format or go through a complex process to create data mapped to a specific structure. Instead, we simply ask you to provide us with ASCII data (preferably MS SQL or Access), and we will take ownership of the conversion process. And, we take all the risk of data conversion, by providing you with "not to exceed pricing." If the conversion takes more work than expected, we will complete the additional work at no additional charge to the Town. Once we have created software to create your data, we can run that conversion on as many years of data as you have. Of course we will require your help in running reports and validating that data is converted correctly, but it is our job to handle the conversion process – you just help us make sure we get it right.

Data Conversion Process

In the course of bringing over 600 municipalities onto our Financial Management software we fine-tuned our data conversion process to minimize the work on your part and maximize your ability to access past data. We have experience converting data from numerous different legacy systems, **including BMSI**.

Preliminary Data Conversion

One of the first key activities in the project is to get an initial copy of your data. BS&A consultants will map your existing data into the appropriate fields within BS&A. This mapping will be used to drive the development of our data conversion routines. After a preliminary conversion is developed we will interrogate the data and make sure it balances.

Data Review

Once we have converted the initial data, it will be installed on-site for review by your transition team and BS&A staff. Together, we will walk through the data – you are the experts on the information and we are the experts on our system. Together any deficiencies in the raw data and/or conversion process are identified and addressed. An evaluation is also made of any missing pieces in the data that cannot be converted electronically. BS&A staff will often enter critical items to reduce your workload during the busy transition period. This data will remain on your test system for evaluation throughout the remainder of the process. If necessary, this step will be repeated until we have the data conversion approved.

Final Conversion

Just before the "Go Live" date for a particular application, we will again extract a copy of your data. In this case, it will be data that includes all the latest transactions. We will re-run our conversion and load the data on-site into the appropriate BS&A application.

Parallel Cycles

To absolutely insure that our data conversion process is 100% correct, we run utility billing cycles in parallel. After running a billing, we will re-run the same billing in BS&A to make sure that all data is replicated. Any deficiencies will be corrected.

Scope of Data Conversion

The cost proposal identifies conversion costs. It is the responsibility of the Town to be able to export the existing data in a readable format. The scope of those conversions is a follows:

Application	Scope of Conversion
General Ledger	Chart of Accounts, Budget
	Balances and Journal transactions for current and two previous fiscal years
Fixed Assets	Asset information
Accounts Payable	Vendors, Invoices & Checks to start of previous fiscal year

Town Involvement

It is our goal to relieve you of as much of the data conversion process as possible. We do not force you to provide us data in a pre-defined format or go through a complex process to create data mapped to a specific structure. Instead, we simply ask you to provide us with ASCII data (preferably MS SQL or Access), and we will take ownership of the conversion process. Of course we will require your help in running reports and

Town of Allenstowns, NH
Accounting Software RFP
April 13, 2015

validating that data is converted correctly, but it is our job to handle the conversion process – you just help us make sure we get it right.

BS&A Training Plan
We prefer to train your staff using your data in close proximity to your go-live date. Our experience has shown that training providing overview, "Warm-up" training in advance of the Go-Live Training, greatly reduces fear, provides opportunities to uncover internal roadblock and greatly improves the overall implementation process. The coordination of data conversion, installation and training is crucial to a seamless transition – and is something we do very well.

Our trainers teach in a friendly, relaxed manner, which helps alleviate any apprehension your staff may have over learning a new system and helps them buy into the entire transition. The training methods we utilize are perhaps the area where our flexibility is most evident. Where practical, we find a hands-on approach at your users' desk most effective. Depending on the size of the municipality, we can offer training in a classroom environment. In either case, we utilize your data, which has the most relevance for your users and leads to best retention of training.

The first step in the process is to jointly create an overall project implementation plan. From there, we will jointly develop a training plan that accommodates your requirements (vacations, elections, auditor, etc.). Training is conducted on-site, hands-on using your live data. The typical course of action is to walk through the overall process. Once that is complete, we will then go into specific tasks. Where appropriate, a parallel cycle will be run to make sure that data generated in BS&A matches data generated in your current system. Trainers will remain on-site until the user community is up and running. Typically after 30 to 60 days of use, we bring the trainer back on-site to address any questions and reinforce prior training.

End User Onsite Training
The estimated number of training days for end user training for Town staff on all software modules:

Software Setup	Days: 2
General Ledger .NET	Days: 2
Accounts Payable .NET	Days: 2
Miscellaneous Receivables .Net	Days: 1
Purchase Order .NET	Days: 3
Fixed Assets .NET	Days: 1
Post-Go Live	Days: 2
	Total:13

If necessary, additional onsite training or support is available for $1,000/day plus applicable expenses. Alternatively, remote web training is also available for a fee of $100/hour. Several user group meetings are scheduled throughout the year. Meetings are held at our training facility in Bath, Michigan and are complementary to our customers. Webinar participation is available for those unable to attend the user group meetings in person. Additionally, videos of these meetings are available on our website shortly after the meeting takes place.

Section 5.0 – Proposed Schedule

Estimated implementation schedule

The below dates are estimated based on a typical, high-level implementation timeline and may be subject to change based on the client's needs.

Timetable	Scope of Work
May 2015	**Kick-Off Meeting –** This meeting will assemble all project stakeholders to discuss expectations and concerns. BS&A Software will listen to the discussion, offer input as needed, and formulate a plan at the conclusion.
	Assemble Project Team – The respective Project Managers will administer the day-to-day operations of the project.
	Establish a timeline for project components such as conversions, customizations, program training.
June 2015	**Meet with the Town IT staff** to identify possible network issues and review existing system configurations.
	Town reviews hardware requirements and begin the process of purchasing/installing new server(s) and workstations if necessary.
June - August 2016	**Preliminary Data Conversion & Data Review –** Begin process of converting Town's existing data into BS&A.
	Town sends preliminary data to BS&A for analysis and first run of data conversions. Upon completion of initial conversion, BS&A meets with key stakeholders to review conversion output. If necessary, the conversion will be updated and the process will be completed again until we have successfully converted all data. During this process, we will also gather requirements for any required program customizations.
September 2016	**Install programs** in test environment for learning and evaluation purposes. This allows time for staff to become familiar with the applications, execute test cases and review tutorials prior to formal training. Final converted data to be installed at a later date.
October 2016	**Implementation/Training**
	The converted data will go through a Quality Control test. BS&A will first review/test the data, and then pass it to the Town for their review and critique.
	BS&A begins Program Training. This will familiarize staff with the new software and processes.
November 2016	**Evaluation**
	After you are up and running we will conduct a post project review meeting to tie up any loose ends and evaluate the entire process. We want to make sure you're completely satisfied and learn of anything that could be done to make our process better.

Cost Summary

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing.

Applications	
General Ledger .NET	**$5,875**
Accounts Payable .NET	**$4,980**
Purchase Order .NET	**$4.980**
Miscellaneous Receivables .NET	**$4,980**
Fixed Assets .NET	**$4,980**
Subtotal	**$25,795**

Data Conversions	

Convert existing BMSI data to BS&A format:

General Ledger (COA, Budget, Balance and journal transactions for current and two previous fiscal years)	**$2,940**
Accounts Payable (Vendors, Invoices & Checks back to start of previous fiscal year)	**$2,490**
Fixed Assets (Asset Information)	**$2,490**
Subtotal	**$7,920**

No data conversion to be performed for:
Miscellaneous Receivables
Purchase Order

Project Management and Implementation Planning	

Services include:
  – *Analyzing customer processes to ensure all critical components are addressed.*
  – *Creating and managing the project schedule in accordance with the customer's existing processes and needs.*
  – *Planning and scheduling training around any planned process changes included in the project plan.*
  – *Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.*
  – *Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.*
  – *Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.*
  – *Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).*

(4 onsite days) **$8,000**

Implementation and Training

- *$1,000/day*
- *Days quoted are estimates; you are billed for actual days used*

Services include:
- *Setting up users and user security rights for each application*
- *Performing final process and procedure review*
- *Configuring custom settings in each application to fit the needs of the customer*
- *Setting up application integration and workflow methods*
- *Onsite verification of converted data for balancing and auditing purposes*
- *Warm-up Training, Training and Go-Live Support*

Software Setup	Days: 2	**$2,000**
General Ledger .NET	Days: 2	**$2,000**
Accounts Payable .NET	Days: 2	**$2,000**
Purchase Order .NET	Days: 3	**$3,000**
Miscellaneous Receivables .NET	Days: 1	**$1,000**
Fixed Assets .NET	Days: 1	**$1,000**
	Total: 11 Subtotal	**$11,000**

Optional Post-Go Live Assistance

- *Review and consult on streamlining day-to-day activities as they relate to the processes within the BS&A applications*
- *Assist customers with more detailed and advanced report options available within the BS&A applications*
- *Revisit commonly-used procedures discussed during training*
- *As needs arise, provide assistance with bank reconciliations*
- *$1,000/day*
- *Days quoted are estimates; you are billed for actual days used*

Post-Go Live for all Financial Mgt apps for which training was performed	Days: 2	**$2,000**

Cost Totals

Not including Annual Service Fees

Applications	$25,795
Data Conversions	$7,920
Project Management and Implementation Planning	$8,000
Implementation and Training	$11,000
Post-Go Live Assistance	$2,000

Total Proposed	**$54,715**
Travel Expenses	**$9,775**

Payment Schedule

1st Payment: **$15,920** to be invoiced upon execution of this agreement.

2nd Payment: **$25,795** to be invoiced at start of training.

3rd Payment: **$22,775** to be invoiced upon completion of training.

Annual Service Fees, New Purchases

Unlimited service and support during your first year with the program are included in your purchase price. Thereafter, Service Fees are billed annually. BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index (CPI).

General Ledger .NET	$1175
Accounts Payable .NET	$1000
Purchase Order .NET	$1000
Miscellaneous Receivables .NET	$1000
Fixed Assets .NET	$1000
Total Annual Service, New Purchases	**$5175**

Maintenance & Support

BS&A Ongoing Support Services and Maintenance
BS&A believes that providing superior support is the key to success. We have over 40 staff members dedicated to supporting our software systems, along with an additional 21 software developers and programmers to provide a higher level of assistance when needed. Our technical support staff continuously receives outstanding evaluations from our current customer base!

Telephone, Email and Fax support
Our support staff is available Monday through Friday between 8:30 am and 5:00 pm. The average response time is less than 15 minutes, and 95% of our support requests are contacted in less than 30 minutes. We do not have a voicemail service; calls are queued and taken in the order received. Support via email, fax or remote assistance is also available. Email support request can be initiated directly from within any BS&A application. With your annual support agreement, there is no limitation on the amount of times you contact us. If you require occasional support assistance outside the normal business hours, arrangements will be made.

Sharing Desktops
Our support consultants have the ability to connect with your workstation, so that we see exactly how you are encountering the problem. If needed, we can take over control of your desktop, to walk you through resolving the problem. Likewise, we can use that tool, to conduct webinars where we share our desktop with your users.

Operating System and Database Support
Our support technicians will offer operating system and database support as it relates to BS&A applications and software databases.

Toll-free support line
BS&A's Toll Free number is (855) BSA-SOFT. Support hours are 8:30 am to 5:00 pm, Eastern Time, Monday through Friday.

Users Groups
Several user group meetings are scheduled throughout the year.   Meetings are held at our training facility in Bath, Michigan and are complementary to our customers. Webinar participation is available for those units unable to attend the user group meetings in person. Additionally, videos of these meetings are available on our website shortly after the meeting takes place.

On-site support
BS&A staff will be at your location during the implementation, training, and final go-live dates. Future onsite dates can be scheduled if needed. For example, if you want a representative onsite for training new staff, we can provide that. Additional onsite training or support is available for $1,000 /day plus travel expenses. We can also provide web training for a reduced cost.

Escalation Options and Procedures
Our customers are our number one priorty. Contacting your Project Manager is the preferred way for a customer to initiate the escalation process should a problem arise that the customer feels is not being given

the appropriate attention or priority. The PM is responsible for and has access to all resources available in providing a resolution to a customer problem. A resolution in these circumstances may be a temporary one that gets the customer going again as soon as possible while a more permanent solution is identified.

Online Knowledgebase
The Financial Management area of our website includes a plethora of information for online learning. There are hundreds of task specific tutorials for many applications, and also demos of user group meetings. The site is periodically updated by BS&A staff with current videos, and new user group sessions. We also provide a link from within each of our applications to query software maintenance and enhancement cases.
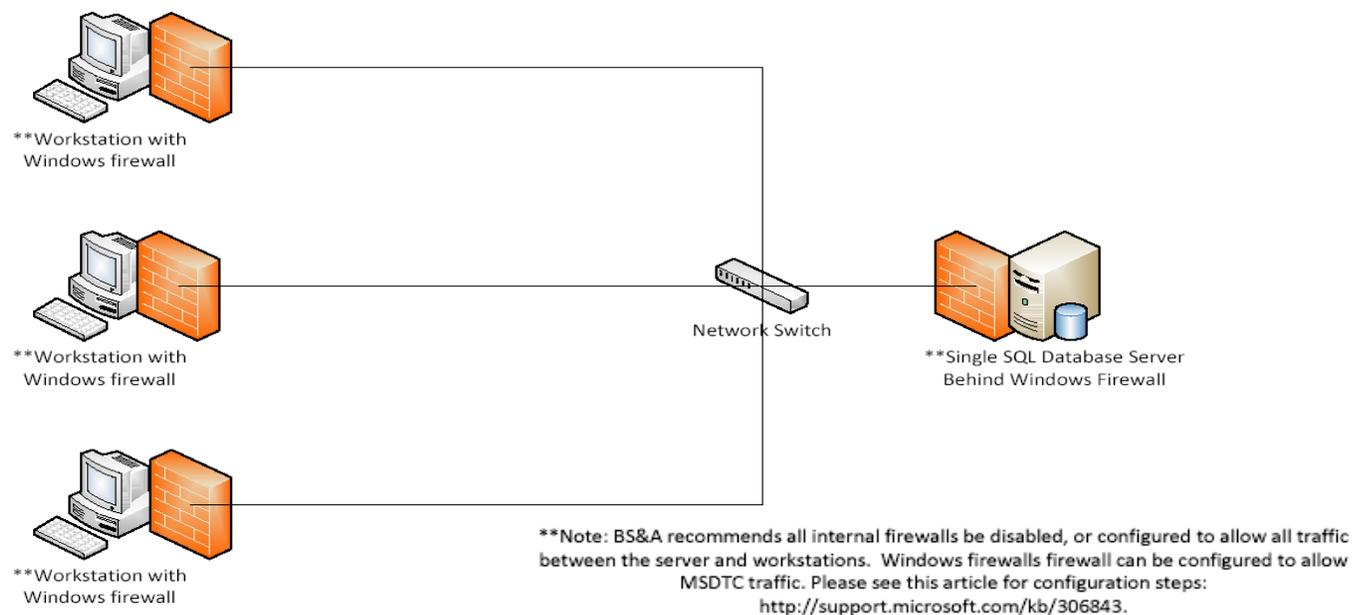
Annual Service Fees
Unlimited service and support during your first year with the program are **included** in your purchase price. Thereafter, Service Fees are billed annually. After that date, the Corporation reserves the right to increase the fee by no more than the yearly CPI.

Program Updates
Our support program includes program updates/enhancements that are distributed to all current customers. BS&A Software has, and will continue to be, committed to statutory and process compliance changes as deemed necessary at the Federal or State level. Timetables have historically been aggressive and all users with paid support agreements receive periodic updates. Program changes are researched thoroughly and active communication is maintained with the appropriate State agencies. Based on client requests, regular program updates are available for download on our website. The website also carries a comprehensive list of the functions and features that will be affected with the update.

Hardware Specifications
Our ideal configuration is a client-server environment. The backup solutions are to be handled via SQL or appropriate backup software. Although BS&A Software recommends a physical environment for our customers, we support the implementation of our software in virtual environments. BS&A has extensively tested and approved both VMware and HyperV in our labs.

**Workstation with Windows firewall

**Workstation with Windows firewall

**Workstation with Windows firewall

Network Switch

**Single SQL Database Server Behind Windows Firewall

**Note: BS&A recommends all internal firewalls be disabled, or configured to allow all traffic between the server and workstations. Windows firewalls firewall can be configured to allow MSDTC traffic. Please see this article for configuration steps: http://support.microsoft.com/kb/306843.

BS&A desires that all of our customers have a pleasant experience running our software. A properly configured Virtual Server need not destroy employee productivity. In order to ensure the best possible overall performance system, administrators must be willing to allocate sufficient resources to Microsoft SQL. To that end, BS&A Software recommends the following when implementing the .NET software in VM environments:

1) Databases and log files are kept on separate physical volumes/disks

2) Volumes housing databases and/or log files are dedicated to the use of the database (no other VMs reside on those volumes)

3) High performance disk technologies are used wherever possible

4) Disparate database styles (i.e., MS Exchange) NEVER cohabitate with MSSQL on the same drives

5) VMWare RDMs are implemented wherever possible

6) Parent servers dedicate at least 2 CPU cores to MSSQL VMs

7) Sufficient RAM is allocated to reduce/minimize the need for excessive disk access

8) SQL 2005 or newer only; Workgroup or Standard Edition where possible

9) So-called snapshots of the virtual machine cannot be relied upon for data restoration or disaster recovery. Alternative database backup methods must be employed.

10) Optimize disk partitioning using industry-standard methods

Workstation
We Support Windows 8 Pro, Windows 8, Windows 7, Window Vista or Windows XP Professional

Server
We Support Windows Server 2005 through Windows Server 2014

Microsoft SQL
Database schema for BS&A does not include views. All views are created programmatically at runtime of the application. All columns in the view are able to be sorted. All tables are able to be indexed by the user. This gives better functionality for a non-technical user than a standard view. SQL table schema for BS&A tables utilizes unique keys and indexes.

Reporting Services
BS&A's applications come with a large amount of reports offering numerous options so our users can quickly get the most out of our software. However, our integrated Report Designer allows users the ability to create their own reports as needed.

Key features:
- Streamlined capabilities with calculated expressions
- A Table option, which allows columns of fields on a report for ease in field placement and movement
- "Sort" banners and footers, which group data and can provide subtotals
- Clickable reports let you click on a particular report entry to drill down to the details
- Reports can be saved to PDF format and CSV format
- Same look and feel as Crystal Reports
- Our Report Profiles feature lets users group multiple reports together for more efficient printing. Individual reports within the profile have options that can be set and saved for the Profile process.

Personal Computer Specifications	
Workstation	
Recommended	**Minimum**
3.2 GHz Intel® Core™ i5 (or faster)	*2.8 GHz Intel® Core™ i3*
8 GB RAM	*4 GB RAM*
80 GB free disk space	*40 GB free disk space*
Windows 8.1 (Professional or above)	*Windows 7 (Professional 64-bit or 32-bit)*
Tablet PC (Community Development Field Inspection App)	
Recommended	**Minimum**
Intel® Core™ i5 520 UM (or faster)	*2.8 GHz Intel® Core™ i3*
8 GB RAM	*4 GB RAM*
80 GB free disk space*	*40 GB free disk space**
Windows 8.1 (Professional or above)**	*Windows 7 (Professional 64-bit or 32-bit)*
*Note: The amount of free disk space required is dependent upon the size of the database and the number of attachments required	
**Note: BS&A applications are NOT compatible with Windows RT	
Server Specifications	
(defined as a computer running a Windows Server Operating System)	
Database Server (fewer than 15)	
Recommended	**Minimum**
1 Xeon E5 series Quad-Core 2.4 GHz (or faster)	*2 GHz Multi-Core Xeon Processor*
8 GB RAM	*4 GB RAM*
6x SATA 7.5K RPM 1TB (3x RAID 1)	*250 GB free disk space*
Separate RAID for Operating System	*Windows Server 2003 Standard (32-bit)*
Windows Server 2012 (Standard or above)	
Database Server (15 to 30 Users)	
Recommended	**Minimum**
1 Xeon 2.3 GHz E5 Six-Core Xeon Processor (or faster)	*2 GHz Multi-Core Xeon Processor*
24 GB RAM	*16 GB RAM*
4x SATA 7.5K RPM 1TB (2x RAID 1)	*500 GB free disk space*
2x SATA (SandForce) Solid State Drive (SSD) *Separate RAID for Operating System*	*Windows Server 2008 Standard (64-bit)*
Windows Server 2012 (Standard or above)	
Database Server (30 to 50 Users)	
Recommended	**Minimum**
(2) Xeon 2.5 GHz E5 Six-Core Xeon Processors (or faster)	*2.8 GHz Quad-Core Xeon Processor*
48 GB RAM (DDR3 1333 or faster)	*24 GB RAM*
4x 10K RPM SAS 1TB Hard Disks (2x RAID 1)	*1 TB free disk space*
2x SATA (SandForce) Solid State Drive (SSD) *Separate RAID for Operating System*	*Windows Server 2008 Standard (64-bit)*
Windows Server 2012 (Standard or above)	
Database Server (50 to 100 Users)	
Recommended	**Minimum**
(2) Xeon 2.5 GHz E5 Eight-Core Xeon Processors (or faster)	*2x 2.8 GHz Quad-Core Xeon Processor*

64 GB RAM (DDR3 1600 or faster)	*48 GB RAM*
8x SATA 15K RPM 1TB (2x RAID 10)	*1 TB free disk space*
2x SATA (SandForce) Solid State Drive (SSD) *Separate RAID for Operating System*	*Windows Server 2008 Standard (64-bit)*
Windows Server 2012 (Standard or above)	

Server (over 100 users)

Please email our IT Department at tech@bsasoftware.com

Virtual Server

Please see the help doc entitled "BS&A Software and Best Practices in Virtual Environments" on our website.

Terminal Services/Citrix Environments

Recommended Application Server Specifications

Dual Quad-Core Xeon Processor

4096 MB RAM plus an additional 1028 MB RAM per user, per application

500 GB free disk space

Windows Server 2012 (Standard or above) Limit of 50 total users

Please see the help doc entitled "BS&A Software and Best Practices in Terminal Server/RDP Environments."

I.T. Recommendation

BS&A has worked with IT Right for network services and implementation for well over 10 years. If you are in need of IT services, please visit their site:

http://www.itright.com

Printer Recommendations

All printers used with BS&A .NET applications must be on the Microsoft Hardware Compatibility List. Visit the following link for a complete list. You will need to click the **Hardware** tab, then **Printers and Scanners**.

http://www.microsoft.com/windows/compatibility/windows-7/en-us/default.aspx

Sample Licensing Agreement
for BS&A Software .NET Program(s)

GL/BUDGETING
ACCOUNTS PAYABLE
MISCELLANEOUS RECEIVABLES
PURCHASE ORDER
FIXED ASSETS

A PRODUCT OF BELLEFEUIL, SZUR, & ASSOCIATES, INC.

This agreement (the "Agreement") is made and entered into between Bellefeuil, Szur, & Associates, Inc., hereinafter referred to as the "Licensor" and **Town of Allenstown**, Merrimack County, State of New Hampshire, hereinafter referred to as the "Licensee".

The "Effective Date" shall be the date stated at the end of this Agreement.

WITNESSETH:

WHEREAS the Licensor is the owner of the copyrighted Software Program(s), as defined above;

WHEREAS the Licensee desires to obtain a license from the Licensor for use of the Program(s) (also sometimes referred to as the "Software") and agrees to operate the Program(s) pursuant to the guidelines, terms and conditions set forth herein and in the accompanying User's Manual(s); and

WHEREAS the Licensor desires to license the Program(s) pursuant to the guidelines, terms, and conditions as set forth herein.

NOW, THEREFORE, in consideration of the covenants contained herein, the parties hereto agree as follows:

1. Upon the payment of the License Fees (listed below) by the Licensee...

GL/Budgeting	$
Accounts Payable	$
Miscellaneous Receivables	$
Purchase Order	$
Fixed Assets	$

    ...for a total of **$_____**, the Licensor grants perpetual, non-exclusive, non-transferrable license for the use of the Program(s) to the Licensee, subject to Licensee's compliance with the terms set forth in this Agreement. The Licensee is entitled to one copy of the Program(s).

2. The Licensee may make copies and install the Program(s) on as many computers of the Licensee as the Licensee wishes, provided the Program(s) is only used within the Licensee's organization to assist with the needs of the Licensee and otherwise in accordance with this Agreement.

3. Neither the Program(s) (or any portion thereof) nor this Agreement is transferable or assignable by the Licensee without prior written consent of the Licensor. The Licensee will not sublicense, modify, adapt, translate, or otherwise transfer, reverse compile, disassemble or otherwise reverse engineer the Program(s) or any portion thereof without prior written consent of the Licensor.

4. Neither party shall have authority to vary, alter, amend, or change the terms of this Agreement without the written consent of both parties.

5. The terms contained herein represent the entirety of this Agreement. No other agreement shall be binding unless in writing and signed by the parties hereto, and no other agreements or understandings implied or otherwise have been made other than those contained herein.

6. It is understood and agreed that if the Licensee defaults in the performance of any of the terms and fails to correct such default within 30 days after receipt of written notice from the Licensor, the Licensor shall have the right to terminate this Agreement and demand return of the Program(s) and all copies thereof. Upon such demand, the Licensee shall immediately stop using the Program(s) and return it to the Licensor together with all copies thereof and all other materials provided to the Licensee by the Licensor.

7. It is understood and agreed by both parties that the Program(s) is the property of the Licensor and the Licensor retains all rights therein.

8. This License is issued exclusively to **Town of Allenstown**, Merrimack County to be used only by the Licensee in support of the needs of **Town of Allenstown**, Merrimack County of the State of **New** Hampshire for which the Program(s) encompassed by this agreement have been licensed. For avoidance of doubt, any expanded use of the Program(s), for example, in the event of annexation or desired shared services with other Municipalities, shall require consent of Licensor and an amended agreement with additional licensing fees.

9. This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the parties hereto.

10. The Licensor warrants and represents that: (i) the Program(s) is substantially the same as and performs substantially in the same manner as demonstration versions, manuals, and Licensor's authorized online tutorials and videos that may have been made available as part of the sales and negotiation process leading up to this Agreement; and (ii) the Program(s) shall be free of material defects in workmanship and materials. Any claim under this warranty must be made within one year from the Effective Date. LICENSEE'S EXCLUSIVE REMEDY IN THE EVENT OF A BREACH OF THIS WARRANTY SHALL BE, AT LICENSEE'S OPTION, TO HAVE LICENSOR USE REASONABLE EFFORTS TO REPAIR OR REPLACE THE NON-CONFORMING PROGRAM(S) SO AS TO RENDER IT CONFORMING TO THE WARRANTY OR, IN THE EVENT THAT IS NOT POSSIBLE TO RENDER IT CONFORMING WITH REASONABLE EFFORTS, TO RECEIVE A REFUND OF THE AMOUNT PAID FOR THE PROGRAM(S).

    THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. THE LICENSOR DOES NOT REPRESENT OR WARRANT THAT THE PROGRAM(S) WILL MEET ANY OR ALL OF THE LICENSEE'S PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE PROGRAM(S) WILL OPERATE ERROR-FREE OR UNINTERRUPTED AND THAT ALL PROGRAMMING ERRORS IN THE PROGRAM(S) CAN BE FOUND IN ORDER TO BE CORRECTED.

    THE LICENSOR'S ENTIRE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES OR LOSSES ARISING FROM USE OF THE PROGRAM(S) BY THE LICENSEE, ANY THIRD PARTY PERFORMANCE OR LACK THEREOF, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE ABSOLUTELY LIMITED TO THE PURCHASE PRICE FOR THE PROGRAM(S). NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, THE LICENSOR SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, THE PROGRAM(S), ANY THIRD PARTY PERFORMANCE OR LACK THEREOF OR LICENSOR'S PERFORMANCE OR LACK THEREOF UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUE, PROFIT OR USE.

11. The Licensee acknowledges that the Program(s) and other information relating thereto (including all customizations and modifications developed for the Licensee) disclosed to the Licensee pursuant to this Agreement (the "Proprietary Information") are owned by the Licensor and include trade secrets and other confidential and proprietary information of the Licensor, and the Licensee shall maintain in confidence and not disclose the same, directly or indirectly, to any third party without the Licensor's prior written consent. Licensee shall safeguard the Proprietary Information to the same extent that it safeguards its own confidential materials or

data, but in no event shall the standard implemented be less than industry standard Proprietary Information shall be used by Licensee solely as necessary in connection with the License and otherwise to fulfill its obligations under this Agreement. Licensee shall limit its dissemination of such Proprietary Information to persons within the Licensee's business organization who are directly involved with the performance of this Agreement and have a need to use such Proprietary Information The obligation with regard to confidentiality hereunder shall not extend to any Proprietary Information which: (i) at the time of disclosure is in the public domain by publication or otherwise, through no fault of the Licensee; (ii) the Licensee can conclusively establish was properly in its possession prior to the time of disclosure to it; or (iii) is independently made available to the Licensee by a third party who has not violated a confidential relationship with the Licensor. Licensee may disclose Proprietary information to the extent it is required to be disclosed by legal process or under applicable law; provided that the Licensee uses reasonable efforts to timely inform the Licensor and permit the Licensor to attempt by appropriate legal means to limit such disclosure. The obligations set forth in this paragraph shall survive termination of the license granted herein.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its choice of law rules. The Licensor and the Licensee agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Ingham, State of Michigan, or in any Court of the United States of America sitting in the Western District of Michigan.

13. U.S. Regulation and Government Rights.

    a. The Program(s) is subject to export control laws applicable to Licensor's or Licensee's respective jurisdictions, including without limitation, the United States. Licensee acknowledges that the Program(s) is subject to all United States laws and regulations as shall from time to time govern the license and delivery of technology and products abroad by persons subject to the jurisdiction of the United States and which prohibit export or diversion of certain products and technology to certain countries or individuals, including the Export Administration Act of 1979, as amended and/or any successor legislation, and the Export Administration Regulations ("EAR") issued by the Department of Commerce, Bureau of Industry and Security. Licensee further acknowledges that the release of the Software to foreign nationals in the United States is a "deemed export" as that term is defined in the EAR and that such release may be a violation of the EAR. Licensee represents and warrants that Licensee will comply in all respects with the export and re-export restrictions applicable to the Software and will otherwise comply with the EAR or other United States laws and regulations in effect from time to time. Furthermore, Licensee represents and warrants that Licensee will not export (directly or indirectly), re-export, divert or transfer any software, or documentation, materials, items, technology, or technical data related to the Program(s) to any destination, company, or person restricted or prohibited by foregoing export laws and regulations. Licensee undertakes, among other obligations, to determine any export licensing requirements, to obtain any export license or other official authorization, and to carry out any Customs or other governmental formalities for the export of the Software.

    b. The Program(s) is deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software-Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Program(s) by the U.S. Government shall be solely in accordance with the terms of this Agreement.

Representing Licensor: Representing Licensee:

_____   _____

Date: Date: _____

                                                 Tax ID #: _____

Sample Support Agreement
for BS&A Software .NET Programs

GL/BUDGETING
ACCOUNTS PAYABLE
MISCELLANEOUS RECEIVABLES
PURCHASE ORDER
FIXED ASSETS

A PRODUCT OF BELLEFEUIL, SZUR, & ASSOCIATES, INC.

This agreement (the "Agreement") is made and entered into between Bellefeuil, Szur, & Associates, Inc., hereinafter referred to as the "Corporation" and **Town of Allenstown**, Merrimack County, State of New Hampshire, hereinafter referred to as the "Town".

WITNESSETH:

WHEREAS the Licensor is the owner of the copyrighted Software Program(s) as defined below, which have been licensed to the Town under a Licensing Agreement; and

WHEREAS the Town and the Corporation desire to enter into this support agreement in connection with the Programs on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants contained herein, the parties hereto agree as follows:

1. For a one year period, commencing on the "Effective Date" as specified at the end of this document, the Corporation will provide at no charge to the Town unlimited Program updates and technical support during the Corporation's normal business hours.

2. Commencing one year from the date of this agreement, Program updates and technical support during the Corporation's normal business hours shall be available to the Town for a total fee of **$_____**, comprised of the following programs and related fees:

GL/Budgeting	$
Accounts Payable	$
Miscellaneous Receivables	$
Purchase Order	$
Fixed Assets	$

   The Corporation guarantees that the annual fee will not change for 2 years from the date of this agreement. After that date, the Corporation reserves the right to increase the fee by no more than the cumulative yearly CPI. This agreement shall automatically renew for additional one year terms unless either party provides the other with thirty days prior written notice of termination. The Town agrees that it is not entitled to any refund of fees paid under this agreement upon termination.

3. This Agreement is not transferable or assignable by the Town without prior written consent of the Corporation.

4. Neither party shall have authority to vary, alter, amend, or change the terms of this Agreement without the written consent of both parties.

5. The terms contained herein represent the entirety of this Agreement. No other agreement shall be binding unless in writing and signed by the parties hereto, and no other agreements or understandings implied or otherwise have been made other than those contained herein.

6. This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the parties hereto.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its choice of law rules. The Corporation and the Town agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Ingham, State of Michigan, or in any Court of the United States of America sitting in the Western District of Michigan.

8. The terms and conditions in the Licensing Agreement are incorporated into this Agreement by reference.

9. The Corporation will not be responsible for, and its performance under this Agreement will be automatically postponed as a result of, delays beyond the control of the Corporation.

Representing Licensor: Representing Town:

_____   _____

Date: Date: _____

                                                         Tax ID #: _____