

VILLAGE OF DOWNERS GROVE
Report for the Village
1/7/2020

SUBJECT:	SUBMITTED BY:
Water Utility Customer Portal	Nan Newlon Director of Public Works

SYNOPSIS

A motion has been prepared to authorize approval of a three year agreement for a Water Customer Portal project to WaterSmart Software of San Francisco, CA in the amount of \$139,260.

STRATEGIC PLAN ALIGNMENT

The goals for 2019-2021 include *Exceptional Customer Service*.

FISCAL IMPACT

The FY20 Budget includes \$65,000 in the Water Fund for this project. The first year costs are expected to be \$57,400 and include set-up, training and importing historical water consumption data. Year two costs would be \$40,420 and year three costs would be \$41,440 for a total cost of \$139,260.

RECOMMENDATION

Approval on the January 7, 2020 consent agenda.

BACKGROUND

The Village of Downers Grove owns and operates a water distribution system for approximately 17,000 accounts and bills customers every two months. The Village uses an automated meter system that provides hourly readings for the purpose of preparing bills; however, this system is currently not accessible to customers for the purposes of monitoring their water use or detecting and correcting leaks within a short period of time. This has resulted in customers receiving higher than expected water bills either because they are using more water than anticipated or they have a leak on their private service.

Water Utility Customer Portals provide a web-based application that integrates with the Village's meter reading system. The vendor is able to receive and display the consumption data and present it to customers who sign up for this service. The system will provide notifications to customers of potential leaks regardless of them registering for access to the system.

This system will provide:

- A secure registration and log in for each utility account
- The ability for customers to set personalized leak parameters and receive notification via email, phone, or text message
- Mapping features that allow the Village to select targeted geographic areas and notify customers within the areas about service interruptions
- Ability for the Village to add water efficiency tips and tools for customers
- Ability for customers to elect to be notified when their water consumption reaches a personally set limit for budgeting purposes

Besides providing a high level of information and customer service this system will also reduce the time that staff spends related to high water bills and potential water leaks. A currently budgeted but unfilled position in the Water Division will be reexamined following implementation of this system to determine if it is warranted.

Staff received proposals from five firms to complete this project. The proposals were reviewed by a team comprised of staff from the Finance, Information Systems and Public Works Departments. After reviewing the proposals, WaterSmart Software was identified as the firm that best meets the needs of the Village. Village staff recommends award of this contract for professional services to WaterSmart Software based on their understanding of the project, capability to perform the work, experience with similar projects, and proposed fee. WaterSmart has provided similar services for the communities of Elmhurst, Evanston, Franklin Park, Glenview, Highland Park, Lombard, Matteson, Oak Lawn, and Park Ridge in the past with satisfactory results.

ATTACHMENTS

Contract Documents

Village of Downers Grove



® REQUEST FOR PROPOSAL

Name of Proposing Company: Water Smart Software

Project Name: Water Utility Customer Portal
 Proposal No.: RFP-0-44-2019/DC
 Proposal Due: Friday, July 12 @ 10:00am
 Pre-Proposal Conference: NONE

Required of All Proposers:

Deposit: No
 Letter of Capability of Acquiring Performance Bond: No

Required of Awarded Contractor:

Performance Bond/Letter of Credit: No
 Certificate of Insurance: Yes

Legal Advertisement Published: June 19, 2019

Date Issued: June 19, 2019

This document consists of 28 pages.

Return **original** and **two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

STAN BALICKI
 VILLAGE OF DOWNERS GROVE
 5101 WALNUT AVENUE
 DOWNERS GROVE, IL 60515
 PHONE: 630/434-5474
 FAX: 630/434-5495
www.downers.us

Village of Downers Grove

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all Proposals, to waive technicalities and to accept or reject any item of any Proposal.

The documents constituting component parts of this contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP
- V. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total Proposal. Upon formal award of the Proposal, the successful Proposer will receive a copy of the executed contract.

Village of Downers Grove

I. REQUEST FOR PROPOSALS**1. GENERAL**

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to Friday, July 12 @ 10:00am.
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: Stan Balicki, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services.
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished in accordance with

Village of Downers Grove

the requirements of the Contract Documents considered severally and collectively.

3. PRE- PROPOSAL CONFERENCE

3.1 A pre-proposal conference may be offered to provide additional information, inspection or review of current facilities or equipment, and to provide an open forum for questions from Proposers. This pre-proposal conference is not mandatory (unless stated "Required" on the cover of this document), but attendance by Proposers is strongly advised as this will be the last opportunity to ask questions concerning the Proposal.

3.2 Questions may be posed in writing to the Village (faxed and emailed questions are acceptable), but must be received by the Village prior to the scheduled time for the pre-proposal conference. Questions received will be considered at the conference. An addendum may be issued as a result of the pre-proposal conference. Such an addendum is subject to the provisions for issuance of an addendum as set forth in Section 2.2 above.

4. MODIFICATION OR WITHDRAWAL OF PROPOSALS

4.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.

4.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature or name of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

5. SECURITY FOR PERFORMANCE

5.1 The awarded contractor, within thirteen (13) calendar days after acceptance of the Proposer's Proposal by the Village, shall furnish security for performance acceptable to the Village when required under the documents. Such security shall be either a satisfactory performance bond (bonding company must be licensed to do business in Illinois) or a letter of credit on the form provided by the Village and available from the Village's Purchasing Manager. Any bond shall include a provision as will guarantee faithful performance of the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. **NOTE: As evidence of capability to provide such security for performance, each Proposer shall submit with the Proposal either a letter executed by its surety company indicating the Proposer's performance bonding capability, or a letter from a bank or savings and loan within twenty-five miles of the corporate boundaries of the Village indicating its willingness and intent to provide a letter of credit for the Proposer.**

6. DELIVERY

6.1 All proposal prices are to be quoted, delivered F.O.B. Village of Downers Grove, 801 Burlington, Downers Grove, IL 60515.

Village of Downers Grove

7. TAX EXEMPTION

- 7.1 The Village is exempt from Illinois sales or use tax for direct purchases of materials and supplies. A copy of the Illinois Sales Tax Exemption Form will be issued upon request. The Village's federal identification will also be provided to selected vendor.

8. RESERVED RIGHTS

- 8.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Proposals will not be waived.

II. TERMS AND CONDITIONS**9. VILLAGE ORDINANCES**

- 9.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

10. USE OF VILLAGE'S NAME

- 10.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

11. SPECIAL HANDLING

- 11.1 Prior to delivery of any product which is caustic, corrosive, flammable or dangerous to handle, the Proposer will provide written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid before delivery. Proposer shall also notify the Village and provide material safety data sheets for all substances used in connection with this Contract which are defined as toxic under the Illinois Toxic Substances Disclosure to Employees Act.

12. INDEMNITY AND HOLD HARMLESS AGREEMENT

- 12.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

13. NONDISCRIMINATION

Village of Downers Grove

- 13.1 Proposer shall, as a party to a public contract:
- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.
- 13.2 It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

14. SEXUAL HARASSMENT POLICY

- 14.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:
- 14.1.1 Notes the illegality of sexual harassment;
 - 14.1.2 Sets forth the State law definition of sexual harassment;
 - 14.1.3 Describes sexual harassment utilizing examples;
 - 14.1.4 Describes the Proposer's internal complaint process including penalties;
 - 14.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
 - 14.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

15. EQUAL EMPLOYMENT OPPORTUNITY

- 15.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:
- 15.1.1 That it will not discriminate against any employee or applicant for employment

Village of Downers Grove

because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 15.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 15.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, or an unfavorable discharge from military services.
- 15.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 15.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 15.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and

Village of Downers Grove

the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

16. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 16.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 16.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 16.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 16.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 16.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 16.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 16.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

17. PATRIOT ACT COMPLIANCE

- 17.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to

Village of Downers Grove

the Village that the Proposer and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

18. INSURANCE REQUIREMENTS

- 18.1 Prior to starting the work, Contractor and any Subcontractors shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by the Contractor or Subcontractor or any Sub-Sub Contractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall not be less than the greater of coverages and limits of liability specified below or any coverages and limits of liability specified in the Contract Documents or coverages and limits required by law unless otherwise agreed to by the Village.

Workers Compensation	\$500,000	Statutory
Employers Liability	\$1,000,000	Each Accident
	\$1,000,000	Disease Policy Limit
	\$1,000,000	Disease Each Employee
Comprehensive General Liability	\$2,000,000	Each Occurrence
	\$2,000,000	Aggregate
		<i>(Applicable on a Per Project Basis)</i>
Commercial Automobile Liability	\$1,000,000	Each Accident
Professional Errors & Omissions	\$2,000,000	Each Claim
(pursuant to section .9 below)	\$2,000,000	Annual Aggregate
Umbrella Liability	\$ 5,000,000	

- 18.2 Commercial General Liability Insurance required under this paragraph shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations and other contractual indemnity assumed under the Contract Documents. The limit must be on a "Per Project Basis".

Village of Downers Grove

- 18.3 Comprehensive Automobile Liability Insurance required under this paragraph shall include coverage for all owned, hired and non-owned automobiles.
- 18.4 Workers Compensation coverage shall include a waiver of subrogation against the Village.
- 18.5 Comprehensive General Liability, Employers Liability and Commercial Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies.
- 18.6 Contractor and all Subcontractors shall have their respective Comprehensive General Liability (including products/completed operations coverage), Employers Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "Village of Downers Grove, its officers, officials, employees and volunteers" as "additional insureds" with respect to liability arising out of operations performed; claims for bodily injury or death brought against the Village by any Contractor or Subcontractor employees, or the employees of Subcontractor's subcontractors of any tier, however caused, related to the performance of operations under the Contract Documents. Such insurance afforded to the Village shall be endorsed to provide that the insurance provided under each policy shall be *Primary and Non-Contributory*.
- 18.7 Contractor and all Subcontractors shall maintain in effect all insurance coverages required by the Contract Documents at their sole expense and with insurance carriers licensed to do business in the State of Illinois and having a current A. M. Best rating of no less than A-VIII. In the event that the Contractor or any Subcontractor fails to procure or maintain any insurance required by the Contract Documents, the Village may, at its option, purchase such coverage and deduct the cost thereof from any monies due to the Contractor or Subcontractor, or withhold funds in an amount sufficient to protect the Village, or terminate this Contract pursuant to its terms.
- 18.8 All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall not be obligated to review such certificates or other evidence of insurance, or to advise Contractor or Subcontractor of any deficiencies in such documents, and receipt thereof shall not relieve the Contractor or Subcontractor from, nor be deemed a waiver of the right to enforce the terms of the obligations hereunder. The Village shall have the right to examine any policy required and evidenced on the Certificate of Insurance.
- 18.9 Only in the event that the Work under the Contract Documents includes design, consultation, or any other professional services, Contractor or the Subcontractor shall procure, maintain, and pay for Professional Errors and Omissions insurance with limits of not less than

Village of Downers Grove

\$2,000,000 per claim and \$2,000,000 annual aggregate. If such insurance is written on a claim made basis, the retrospective date shall be prior to the start of the Work under the Contract Documents. Contractor and all Subcontractors agree to maintain such coverage for three (3) years after final acceptance of the Project by the Village or such longer period as the Contract Documents may require. Renewal policies during this period shall maintain the same retroactive date.

- 18.10 Any deductibles or self-insured retentions shall be the sole responsibility of the Insured. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officers, officials, employees and volunteers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 18.11 Cyber Liability Insurance ("Cyber Liability") shall be maintained to respond to claims for a data breach in which the Village's customers' personal information, such as Social Security or credit card numbers, is exposed or stolen by a hacker or other criminal who has gained access to the Village's electronic network. The minimum limits of this policy shall be:
- General Aggregate Limit \$2,000,000
 - Each Occurrence Limit \$1,000,000

19. COPYRIGHT/PATENT INFRINGEMENT

- 19.1 The Proposer agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Proposer that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

20. COMPLIANCE WITH OSHA STANDARDS

- 20.1 Equipment supplied to the Village must comply with all requirements and standards as specified by the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. Items not meeting any OSHA specifications will be refused.

21. CERCLA INDEMNIFICATION

- 21.1 In the event this is a contract that has environment aspects, the Proposer shall, to the maximum extent permitted by law, indemnify, defend, and hold harmless the Village, its officers, employees, agents, and attorneys from and against any and all liability, including without limitation, costs of response, removal, remediation, investigation, property damage, personal injury, damage to natural resources, health assessments, health settlements, attorneys' fees, and other related transaction costs arising under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, 42 U.S.C.A. Sec. 9601, et seq., as amended, and all other applicable statutes, regulations, ordinances, and under common law for any release or threatened release of the waste material collected by the Proposer, both before and after its disposal.

22. CAMPAIGN DISCLOSURE

- 22.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to

Village of Downers Grove

the Village of Downers Grove shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.

- 22.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 22.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 22.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

23. SUBLETTING OF CONTRACT

- 23.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Contractor from their obligation or change the terms of the contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

24. TERM OF CONTRACT

- 24.1 This Contract may be extended no more than twice for subsequent annual periods (two annual extensions) by mutual agreement of both parties, providing such agreement complies with Village purchasing policies and the availability of funds. However, if this Contract is not one that is subject to extension, such information will be available in the detailed specifications or special conditions section.

25. TERMINATION OF CONTRACT

- 25.1 The Village reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, for any reason and/or in the event that sufficient funds to complete the Contract are not appropriated by the Village.
- 25.2 The Village further reserves the right to terminate the whole or any part of this Contract, upon written notice to the Contractor, in the event of default by the Contractor. Default is defined as failure of the Contractor to perform any of the provisions of this Contract or failure to make sufficient progress so as to endanger performance of this Contract in accordance with its terms. In the event that the Contractor fails to cure the default upon notice, and the Village declares default and termination, the Village may procure, upon such terms and in such manner as the Village may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable for any excess costs for such similar supplies or services unless acceptable evidence is submitted to the Village that failure to

Village of Downers Grove

perform the Contract was due to causes beyond the control and without the fault or negligence of the Contractor. Any such excess costs incurred by the Village may be set-off against any monies due and owing by the Village to the Contractor.

26. BILLING & PAYMENT PROCEDURES

- 26.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.
- 26.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.
- 26.3 If this Contract is for work defined as a "fixed public work" project under the Illinois Prevailing Wage Act, 820 ILCS 130/2, any contractor or subcontractor is required to submit certified payroll records along with the invoice. No invoice shall be paid without said records.
- 26.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

27. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 27.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

28. STANDARD OF CARE

- 28.1 Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.
- 29.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the

Village of Downers Grove

Project.

- 29.3 For Professional Service Agreements (i.e. Engineer, Consultant): Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

30. GOVERNING LAW

- 30.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

31. SUCCESSORS AND ASSIGNS

- 31.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

32. WAIVER OF CONTRACT BREACH

- 32.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

33. AMENDMENT

- 33.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

34. NOT TO EXCEED CONTRACT

- 34.1 The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the initial contract.

35. SEVERABILITY OF INVALID PROVISIONS

- 35.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

36. NOTICE

- 36.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's

Village of Downers Grove

place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

37. COOPERATION WITH FOIA COMPLIANCE

- 37.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et seq.

Village of Downers Grove

III. DETAILED SPECIFICATIONS**WATER UTILITY CUSTOMER PORTAL****1. BACKGROUND INFORMATION**

The Village of Downers Grove owns and operates a water distribution system for approximately 17,000 accounts with an automated meter infrastructure. From 2015-2017, the Village replaced 15,000 Meter Transmitting Units (MTUs) that provide hourly readings. The Village currently bills bi-monthly in staggered cycles – meaning the Village sends out bills to customers north of the Burlington Northern Santa Fe (BNSF) railroad tracks one month, and to customers south of the BNSF railroad tracks the next month.

An outside vendor prints and mails the bills using a file prepared by the Village. The Village currently uses Eden Version 5.20.1.0 by Tyler Technologies for utility billing and imports bi-monthly reads from Aclara for billing data. However, the Village recently issued a Request for Qualifications (RFQ) for consulting services for the selection and implementation of a new Enterprise Resource Planning (ERP) System. The ERP system is expected to be replaced within the next two years.

As a utility, the Village uses Aclara's Hexagram program to view consumption data for its customers down to an hourly increment. The Village uses multiple identifiers for customers and meter types, which the Vendor will have to recommend to the Village the fields best suited for use and security of the application.

- Meter number – Each individual meter has a unique number. This is included in the Aclara and Eden system. This remains the same from owner to owner during real estate transactions.
- Account number – Each account has a unique number. This is included in the Aclara and Eden system. The last two digits of the utility billing account number change when there is an owner/tenant change.
- Customer number – Each customer has a unique number. This number is transmitted into Aclara from Eden. This changes between owners.

2. INTENT

The Village is seeking a vendor to provide a customer-facing web-based application, a utility-facing web-based analytics dashboard, and automatic and manual notifications and alerts that integrate with the Village's meter reading and billing systems. The Vendor must be able to receive and display the Village's consumption data, which is reported at an hourly rate of usage. The Vendor will provide a secure interface to present the customer with consumption information in months, days, and hours; leak detection; service interruption notifications; and water efficiency options. The Village will be able to send service interruption notifications; view customer pages for support; and view analytics.

3. SCOPE OF WORK

Village of Downers Grove

regarding account questions and service issues

- Customers with multiple accounts must be able to access multiple utility accounts under a single application account
- Application must be launched within 120 days of contract execution
- Vendor must provide customer support for site/log-in issues

Additional preferred qualifications:

- Customer consumption data compared to similar customers by month (describe identifying factor)
- Estimated cost of water consumed based on utility prices and consumption, which the Village will have access to update on an annual basis
- Ability for Village to send notifications (i.e. late notices, service interruptions) to customers via email, phone, or text/SMS
- Customer notifications for percent of budget used
- Ability to bill customers from a Tyler Eden billing file via mail or email
- Historical weather (temperature and precipitation) information lined up with consumption
- Mobile-based application

Additional considered qualifications:

Currently, the Village's system allows for payment via direct debit through a checking account but not to automatically charge a customer's credit card. The Village's ultimate goal is to have a single log-in for customers to view consumption and conduct payments. Vendor should provide information regarding success in linking payments to clients' ERP system, especially Tyler clients, indicating if recurring payments and live data transfers are possible. This capability is a long-term consideration. The Vendor will be responsible for any integration with Tyler to allow for recurring payments.

4. SUBMITTALS

The Vendor must provide the following in their proposal:

- History, application and client growth history, and future product development
- Written description and visual representation (i.e. screenshots) of all required qualifications and any preferred qualifications the Vendor offers

Village of Downers Grove

- The Village of Downers Grove requires, at a minimum, the following services from the vendor in a hosted web-based customer portal available to all residential, commercial, industrial, and irrigation accounts:
- Vendor is responsible for any integration necessary between the vendor, Aclara product, and/or Tyler Eden module
- Main contact/project manager to provide support to Village during initial set-up and ongoing maintenance
- Secure registration and login for each utility account
- Automatic password reminder or reset notification system that is administered solely by the vendor
- Dynamic customer profile available 24 hours per day/7 days per week with personalized data and preferences
- Customer consumption data by month, day, and hour for current and previous read data (preferably from September 2017 moving forward) displayed graphically for each customer
- Ability for customers to view,
 - At minimum, 24 months of hourly usage
 - At minimum, 24 months of daily usage
 - At minimum, 24 months of monthly usage
- Ability for customers to set individual leak parameters and receive notifications via email, phone, or text/SMS
- Mapping feature allowing Village to select targeted geographic areas and notify customers within area about service interruptions (preferred compatibility with Esri GIS)
- Village administrative log-in allowing customer service representatives to view customer pages for support
- Analytics showing participation rate and data, including unique user log-ins
- Ability for the Village to add water efficiency tips or tools for customers and/or Vendor suggested tips/tools
- Ability for customers to communicate electronically from the customer's account with utility

Village of Downers Grove

- Describe leak identification process on the application, including: parameters, how customers set parameters, how long before identifiable, leak alert review, customer notification process, and logging notifications/alerts
- Provide a description of customer support, including how customers can retrieve or reset their password for the application
- Provide at least three (3) clients within a 100 mile radius of Downers Grove with a similar number of customers and the participation rate (water utilities preferred)
- Provide at least three (3) clients where Vendor integrated hourly consumption data from the Aclara platform (water utilities preferred, can be same as above if applicable)
- Provide description of Vendor's marketing resources and strategies available
- Provide estimated time between contract and launch within required 120 days
- Describe how consumption data is stored, for what duration, and how that information would be archived and delivered to client either prior to deletion or upon termination of the contract
- Describe how your system can be integrated into other online payment/paperless billing and utility billing systems, including live data link capability
- List of training and support provided by Vendor
- List any current clients using Tyler Eden, including any way the Vendor has connected its application to Tyler Eden for those clients
- Provide a description and timeline for how the interface to Aclara would be built and tested, and include a description of how the interface is secured
- Provide a description and timeline for how the interface to Tyler Eden, if necessary, would be built and tested, and include a description of how the interface is secured

The contract term shall remain in effect for three (3) years, with two (2) additional one (1) year renewal options, subject to acceptable performance by the Vendor. At the end of any contract term, the Village reserves the right to extend this contract for a period of up to ninety (90) days for the purpose of getting a new contract in place. For any year beyond the initial year, this contract is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the Village to appropriate funds in future contract years.

Village of Downers Grove

IV. PROPOSER'S RESPONSE TO RFP

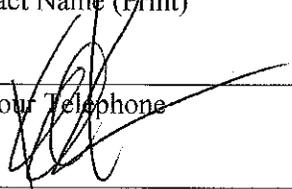
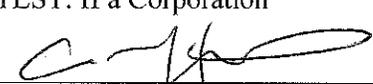
(Proposer must insert response to RFP here. DO NOT insert a form contract, the RFP document including detailed specs and Proposer's response will become the contract with the Village.)

Village of Downers Grove

V. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Proposal Is To Be Considered For Award

PROPOSER:	
<u>WaterSmart Software</u> Company Name	Date: <u>6/27/19</u>
<u>20 California St. STE 200</u> Street Address of Company	<u>business@watersmart.com</u> Email Address
<u>San Francisco, CA 94111</u> City, State, Zip	<u>Michelle Camp</u> Contact Name (Print)
<u>(415) 316-8622</u> Business Phone	 24-Hour Telephone
<u>N/A</u> Fax	Signature of Officer, Partner or Sole Proprietor Kevin Kern Chief Executive Officer WaterSmart Software
ATTEST: If a Corporation  Signature of Corporation Secretary	Print Name & Title

VILLAGE OF DOWNERS GROVE:

Authorized Signature

Title

Date

ATTEST:

Signature of Village Clerk

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within 90 calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

V. PROPOSAL/CONTRACT FORM (Continued)

WILSON COUNTY
COMMUNITY DEVELOPMENT
DEPARTMENT

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all services, labor, and incidentals for the price below.

I (We) propose to complete the following project as more fully described in the specifications for the following:

PRICE WORKSHEET

Downers Grove Cost Components Any per meter rates should be calculated using 17,000 meters	Cost	Cost Structure Indicate if flat rate or per meter rate and list rate
Set-up/One-time Costs	\$7,500	Flat rate
Year 1 Costs	\$34,000	Per meter rate (\$2.00 per meter)
Year 2 Costs	\$35,020	Per meter rate (\$2.06 per meter)*
Year 3 Costs	\$36,040	Per meter rate (\$2.12 per meter)*
Additional Vendor Module/Option: Onsite training	\$5,000	Flat rate
Additional Vendor Module/Option: Customer Welcome Letters	\$1,350 per 1,500 Letter Bundle	Flat rate
Additional Vendor Module/Option: Print Leak Alerts	\$1,350 per 1,500 Letter Bundle	Flat rate
Additional Vendor Module/Option: Single Sign-On Payment Website Integration	\$5,000	Flat rate (annual fee)
Additional Vendor Module/Option: Unlimited Paperless Billing	\$5,000	Flat rate (annual fee)
Additional Vendor Module/Option: One-time import of all AMI history since September 2017	\$5,500	Flat rate

*Note: a 3% annual price escalator is applied each year

Table 1: Optional Payments Integration – Option 1: Single Sign-On with InfoSend

Payments	
Bank Account (ACH)	\$0.45 per payment
Credit Card (CC) Interchange: Pass-through Includes: Visa, MasterCard	\$0.45 per payment

All Payment Processing fees will be assessed by Global Payments and included in a merchant statement. All pricing is based on "Client Volume Assumptions" listed and excludes applicable sales tax.

Online BillPay Platform	
Online BillPay Setup Fee	\$5,995.00
Monthly Maintenance	\$350.00
Per eBill Loaded	\$0.05
Per Enrolled Customer Fee	\$0.00 - Waived

SMS Platform (Optional)	
SMS Setup Fee	\$0.00 - Waived
Monthly Maintenance	\$0.00 - Waived
SMS Per Text Fee	\$0.03

Misc. Payment Fees	
ACH Return Fee	\$3.50
Chargeback Fee	\$20.00
Monthly Minimum	\$1,250.00

e-Lockbox Fees	
e-Lockbox Setup Fee	\$0.00 - Waived
Per Bank Payment Fee	\$0.15
Per Reversal (Optional)	\$3.50

Additional Services	
Print Image Archive (PIA) Service	\$0.01 per statement for 12 months of retention

Fee Explanations

Payments

- **Bank Account (ACH):** per payment made by customer Bank Account, otherwise known as ACH or "eCheck." Applies to all payment channels.
- **Credit Card (CC):** per payment made by customer credit card. Applies to all payment channels.

Online BillPay Platform

- **Online BillPay Setup Fee:** covers the InfoSend staff project management and configuration involved in application setup.
- **Monthly Maintenance:** covers the hosting and support performed as well as routine PCI audit fees incurred by InfoSend.
- **Per eBill Loaded:** covers the loading of an electronic PDF bill for the customer. The bill notification is received via email and is available for viewing online.
- **Per Enrolled Customer Fee:** covers the enrolled customer, and notification via email or SMS of the new bill.

IVR Platform

- **IVR Setup Fee:** covers the InfoSend staff project management and configuration involved in application setup.
- **Monthly Maintenance:** covers the hosting and support performed as well as routine PCI audit fees incurred by InfoSend.
- **Per Minute Fee:** covers the line costs associated with accepting customer payment by phone.

SMS Platform

- **SMS Setup Fee:** covers the InfoSend staff project management and configuration involved in application setup.
- **Monthly Maintenance:** covers the hosting and support performed as well as routine PCI audit fees incurred by InfoSend.
- **Per SMS Fee:** covers the cost to send and receive an SMS message from a customer paying via text message.

Misc. Payment Fees

- **ACH Returns:** any customer payment made by Bank Account that is later rejected by the network incurs a fee.
- **CC Chargebacks:** if a customer disputes a payment charge with their credit card company, a fee is assessed.
- **Monthly Minimum:** base cost for merchant processing. Should the total ACH and CC payment fees exceed Monthly Minimum, then will not apply.

e-Lockbox Payment Fees

- **e-Lockbox Setup Fee:** covers the InfoSend network setup costs, in addition to staff project management and configuration involved in application setup.
- **Per Bank Payment Fee:** per payment made by customer via Bank BillPay that is intercepted and reported within the InfoSend lockbox file.
- **Per Reversal (Optional):** if the client would like to reverse (refund) a payment to a customer via the Bank BillPay channel, this feature can be enabled and will have a per reversal fee.

Client Volume Assumptions
<u>Customers Contacted or Billed Monthly</u> -Printed statements - 9200
<u>Customer Payment Fees</u> -The City will absorb all fees and offer payments to customers at no charge

Table 2: Optional Payments Integration – Option 2: Embedded Payments with Invoice Cloud

Invoice Cloud Fee Schedule for the Village of Downers Grove, IL Using Chase Paymentech as credit card processor	
Description	Fee
Integration, Deployment and Training	
Integration with Tyler Eden, deployment, and training This integration will require assistance from Tyler Eden. There is no fee from Invoice Cloud. However, Tyler Eden may charge an integration fee. If so, Invoice Cloud may or may not pay this integration fee, depending on the cost.	No Charge
HelpDesk Support	
Access to Invoice Cloud HelpDesk and Client Services team	No Charge
Marketing Support	
Access to Invoice Cloud's Marketing Team to help the Village achieve the industry's highest payment and paperless adoption rates.	No Charge
Electronic Payment Fees – Absorbed Model	
Credit/Debit Cards: Visa, MasterCard, Discover, & American Express – fee per transaction paid by the Village. This fee depends on the average residential utility amount. If the average residential utility bill amount is \$100.00 or less, the Invoice Cloud fee is \$.75. If the average residential utility bill amount is greater than \$100.00, the Invoice Cloud fee is 75 basis points.	\$.75 / transaction if \$100.00 or less 75 bps / transaction if over \$100.00 <i>This fee is in addition to the credit card interchange rate, fees, dues, and assessments – Visa utility rate</i>
E-Check/ACH – fee per transaction paid by the Village, if needed.	\$.75 for payments up to \$125,000.00
Other Merchant Services Fees – paid by the Biller	
Credit Card Chargeback Fee – i.e. if a card is stolen and the person that owns the card disputes the charge; rarely occurs.	\$15.00
ACH Reject Fee – i.e. bounced check, usually the Biller has their own fee when there is an ACH Reject which would re-coup this cost.	\$15.00

Village of Downers Grove



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):

NAME: WaterSmart Software, Inc.
ADDRESS: 20 California St. Ste 200
CITY: San Francisco
STATE: CA
ZIP: 94111
PHONE: (415)366-8622 FAX: N/A
TAX ID #(TIN): 27-1447869

(If you are supplying a social security number, please give your full name)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):

NAME: _____
ADDRESS: _____
CITY: _____
STATE: _____ ZIP: _____

TYPE OF ENTITY (CIRCLE ONE):

- Individual
- Sole Proprietor
- Partnership
- Corporation
- Government Agency
- Limited Liability Company – Member-Managed
- Limited Liability Company- Manager-Managed
- Medical
- Charitable/Nonprofit

SIGNATURE: _____

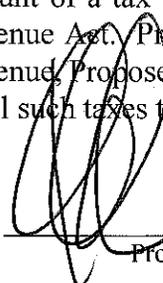
DATE: 6/27/19

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to Water Utility Customer Portal, Proposer WaterSmart Software hereby certifies the following:
(Name of Project) (Name of Proposer)

- 1. Proposer is not barred from bidding this contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
- 2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
- 3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
- 4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY:  _____
Proposer's Authorized Agent

27-1447869

FEDERAL TAXPAYER IDENTIFICATION NUMBER

OR _____
Social Security Number

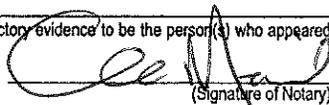
Subscribed and sworn to before me
this _____ day of _____, 20__.

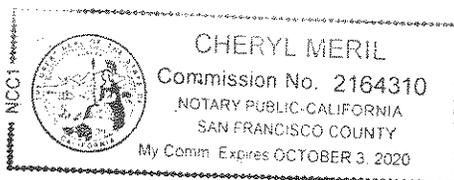
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA COUNTY OF San Francisco
Subscribed and sworn to (or affirmed) before me on this 27th day of JUNE,
2019 by Kevin E. Kern

Notary Public

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.


(Signature of Notary)



PROPOSER'S CERTIFICATION (page 2 of 3)

Village of Downers Grove

(Fill Out Applicable Paragraph Below)

(a) **Corporation**

The Proposer is a corporation organized and existing under the laws of the State of Delaware, which operates under the Legal name of WaterSmart Software, Inc., and the full names of its Officers are as follows:

President: Kevin Kern

Secretary: Chad Haynes

Treasurer: Steve Bennet

and it does have a corporate seal. (In the event that this Proposal is executed by other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) **Limited Liability Company (LLC)**

The Bidder is a LLC organized and existing under the laws of the State of _____, which operates under the legal name of _____, and the full names of its managers or members are as follows:

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

Manager or Member: _____

(c) **Partnership**

Signatures and Addresses of All Members of Partnership:

PROPOSER'S CERTIFICATION (page 3 of 3)

Village of Downers Grove

The partnership does business under the legal name of: _____
which name is registered with the office of _____ in the state of _____.

(d) Sole Proprietor

The Proposer is a Sole Proprietor whose full name is: _____
and if operating under a trade name, said trade name is: _____
which name is registered with the office of _____ in the state of _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? YES NO (circle one)

Insurer's Name Jaffe-Schlossberg

Agent Brady Ward

Street Address 3502 Geary Blvd. 3rd Floor

City, State, Zip Code San Francisco, CA 94118

Telephone Number (415) 221-5340

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company: WaterSmart Software

Print Name and Title of Authorizing Signature: Kevin Kern, CEO

Signature: _____

Date: 6/21/19

Suspension or Debarment Certificate

Village of Downers Grove

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.

Company Name: WaterSmart Software

Address: 20 California St. Ste 200

City: San Francisco Zip Code: 94111

Telephone: (415) 366-8622 Fax Number: () n/a

E-mail Address: business@watersmart.com

Authorized Company Signature: _____

Print Signature Name: Kevin Kern Title of Official: CEO

Date: 6/27/19

Village of Downers Grove

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its submission, an executed Campaign Disclosure Certificate.

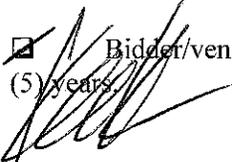
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

Bidder/vendor has not contributed to any elected Village position within the last five (5) years.



 Signature

Kevin Kern
Chief Executive Officer
WaterSmart Software

 Print Name

Bidder/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature Print Name

not sure
not sure
not sure

**WATERSMART SOFTWARE PROPOSAL FOR
THE VILLAGE OF DOWNERS GROVE, ILLINOIS**

**WATER UTILITY CUSTOMER PORTAL
RFP-0-44-2019/DC
JULY 12, 2019**



Michelle Camp
20 California Street, Suite 200
San Francisco, CA 94111



415.366.8622



mcamp@watersmart.com

COVER LETTER

July 12, 2019

Stan Balicki
Assistant Director of Public Works - Operations
Village of Downers Grove
5101 Walnut Ave.
Downers Grove, IL 60515

Dear Stan:

Thank you for the opportunity to submit this proposal in response to the Village of Downers Grove's request for services to implement a Water Utility Customer Portal.

WaterSmart Software ("WaterSmart") recognizes Downers Grove's investment in advanced metering infrastructure (AMI) and commitment to empowering your customers with actionable information. We are confident that WaterSmart can help you maximize your AMI investment by driving customer self-service and reducing incoming calls, automating leak alerting & resolution, and empowering Village staff with effortless reporting and insights with our:

1. Customer Self-Service Portal: WaterSmart's Portal empowers end-customers to take care of all of their self-service needs in one place 24x7, including viewing hourly usage data, receiving alerts, resolving leaks, understanding a high bill, and making payments. By combining this unified Portal with opt-out and multi-channel alerting, WaterSmart helps utilities drive greater digital engagement and self-service, thereby reducing incoming calls and improving customer satisfaction;
2. Proven and Measurable Results: WaterSmart is the only technology solution that has been independently verified to double customer satisfaction and triple levels of customer engagement. We've also measured increases in digital conversion (e.g., 20% email capture in just 6 weeks), reductions in staff time with the elimination of manual processes (e.g., 10 hours saved each week), and higher levels of self-resolution (e.g., 50% of customers self-resolved their leak); and
3. Unmatched Experience Across Water Utilities: WaterSmart is the most experienced third party AMI software provider in the marketplace. We have integration experience with all the major AMI providers including Aclara and billing providers including Tyler Eden, as well as with half a dozen payment systems. WaterSmart has a 100% launch rate with zero failures. We serve more water utilities than any other vendor in the marketplace and more in the state of Illinois, particularly the Chicago metro area. Of our 120+ Utility Partners, we serve 8 utilities in Illinois, including Elmhurst, Evanston, Franklin Park, Glenview, Highland Park, Lombard, Oak Lawn, and Park Ridge.

Our unmatched Customer Success and Engineering teams look forward to working with Downers Grove to deploy the industry's leading customer engagement technology.

Sincerely,

A handwritten signature in black ink, appearing to read 'mcp', written in a cursive style.

Michelle Camp, Regional Sales Director

mcamp@watersmart.com

512.422.1647

TABLE OF CONTENTS

History, application and client growth history, and future product development 5

Written description and visual representation (i.e. screenshots) of all required qualifications and any preferred qualifications the Vendor offers 7

Describe leak identification process on the application, including: parameters, how customers set parameters, how long before identifiable, leak alert review, customer notification process, and logging notifications/alerts17

Provide a description of customer support, including how customers can retrieve or reset their password for the application.....17

Provide at least three (3) clients within a 100 mile radius of Downers Grove with a similar number of customers and the participation rate (water utilities preferred).....18

Provide at least three (3) clients where Vendor integrated hourly consumption data from the Aclara platform (water utilities preferred, can be same as above if applicable)18

Provide description of Vendor’s marketing resources and strategies available19

Provide estimated time between contract and launch within required 120 days19

Describe how consumption data is stored, for what duration, and how that information would be archived and delivered to client either prior to deletion or upon termination of the contract.....20

Describe how your system can be integrated into other online payment/paperless billing and utility billing systems, including live data link capability21

List of training and support provided by Vendor.....21

List any current clients using Tyler Eden, including any way the Vendor has connected its application to Tyler Eden for those clients23

Provide a description and timeline for how the interface to Aclara would be built and tested, and include a description of how the interface is secured.....23

Provide a description and timeline for how the interface to Tyler Eden, if necessary, would be built and tested, and include a description of how the interface is secured23

Appendix A: Key Personnel and Qualifications24

Appendix B: Select Screenshots26

Appendix C: WaterSmart Data File Specification.....46

Appendix D: WaterSmart Data and Security Policy64

Appendix E: Letter of support from infoSEND73

HISTORY, APPLICATION AND CLIENT GROWTH HISTORY, AND FUTURE PRODUCT DEVELOPMENT

WaterSmart, founded in 2009, is a San Francisco based Public Benefit Corporation focused on delivering the best customer engagement solutions to water utilities. WaterSmart's engagement platform has been proven to double customer satisfaction and triple levels of engagement. WaterSmart's Customer Portal and Utility Analytics Dashboard have been deployed at water agencies since 2011.

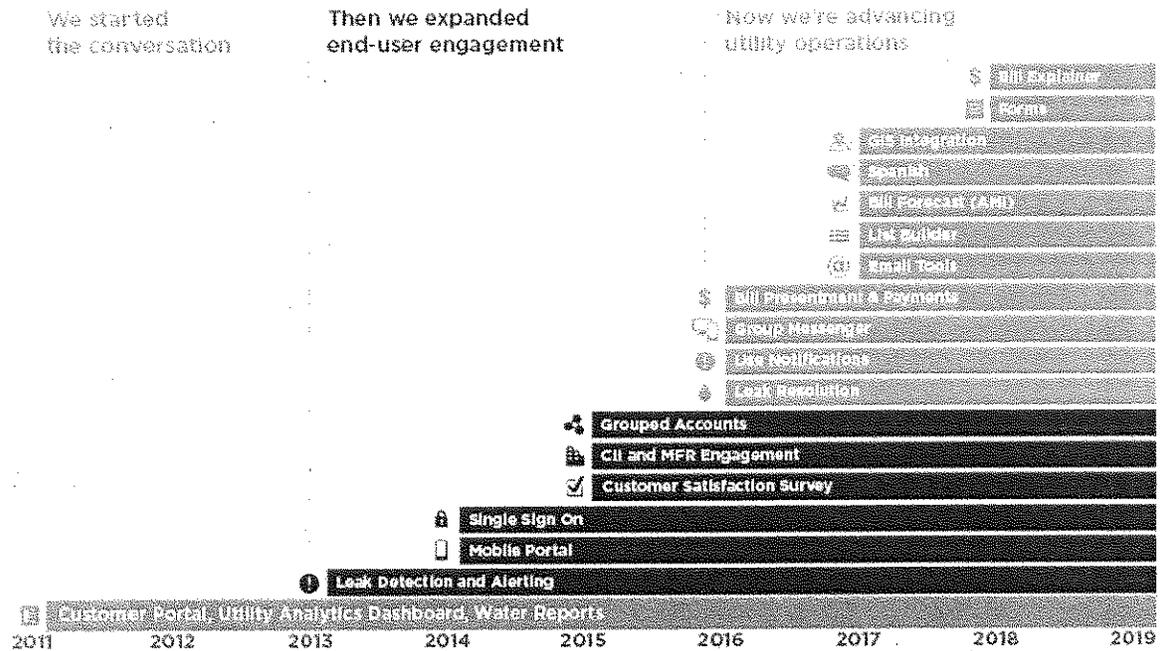
WaterSmart exclusively focuses on the unique needs of water utilities. We are the most widely deployed solution in the industry. Over the last 3 years, we went from serving 42 utility partners to 123 utility partners, as of July 1, 2019. Geographic growth has been from 4 states to 27 states, and we now serve over 4 million accounts and 10 million Americans. Our software provides utilities' customers access to their water bills, educates them about their water use, provides ways to pay, and alerts them to possible consumption irregularities while providing robust program reporting, tracking, and data analytics for utility staff and leadership.

WaterSmart develops all of its products in-house and in the United States. Our current utility partners range in size from small utilities (under 3,000 accounts) to medium and large utilities (over 500,000 accounts). WaterSmart continues to innovate and views every utility engagement as a partnership with the opportunity to learn and expand its services to better serve all utility partners. As a Software-as-a-Service company, we are constantly expanding the capabilities of our products and services and passing on the benefits of these investments to our utility partners.

WaterSmart has extensive experience in the field of behavioral water efficiency and using data analytics to deliver customized water consumption information, provide customers with targeted messaging and recommendations through multiple channels, and provide analytics tools to improve conservation program management and help utilities successfully meet their goals.

Since 2011, WaterSmart has continued to invest in product development to meet the needs of water utilities. See a timeline of our evolution and innovation in Figure 1.

Figure 1: WaterSmart Innovation Timeline



WaterSmart will continue to focus on the digital transformation of water utilities to ensure efficient and sustainable use of resources: water, time and money. Specific areas of focus include:

- **Self-Service:** Increase self-service options for customers and for the utility. To do this, we must surface the most relevant information, with a clear call to action, at the account and meter levels. This reduces the cost to serve and increases customer and staff satisfaction.
- **Predictive and Proactive Engagement:** Provide more predictive analytics and proactive messaging. For example, we're currently growing our Bill Forecast system to not only provide bill forecasting at the account level, but also provide utility-wide forecasting by aggregating this information. A future example includes automated irrigation alerts in order to push timely, actionable insights to customers before they think to ask for it, similar to how we currently do leak alerting. This enhancement will ensure we cover the vast majority of high bill concerns.
- **Artificial Intelligence / Machine Learning:** Build on observable outcomes to increase effectiveness of bill reminders, irrigation alerts, leak alerts. We want to know - which customers are the best targets for which messages?
- **Systems Integration:** Grow our current Integration-as-a-Service solutions in order to improve the flow of data to, from and within the utility. Specifically, transfer more types of information from more systems automatically, and provide a single comprehensive front end for customers in order to improve the customer experience and satisfaction.

- Data Integration:** Utilize wider data sets for greater insights. For example, our current Performance WaterMark solution aggregates data from across our 120+ Utility Partners and displays benchmarks in real-time, answering the ongoing question, “How am I doing compared to other leading utilities?” Future examples include: the use of water production data in order to measure water loss, data sandboxes accessible to the utility, irrigation-specific advice based on aerial imagery, and delinquency reduction options based on best practices from other utilities and customer attributes.

WRITTEN DESCRIPTION AND VISUAL REPRESENTATION (I.E. SCREENSHOTS) OF ALL REQUIRED QUALIFICATIONS AND ANY PREFERRED QUALIFICATIONS THE VENDOR OFFERS

The Village of Downers Grove requires, at a minimum, the following services from the vendor in a hosted web-based customer portal available to all residential, commercial, industrial, and irrigation accounts:

Qualifications	Response
Vendor is responsible for any integration necessary between the vendor, Aclara product, and/or Tyler Eden module	WaterSmart is including our Data File Specification as an Appendix. This Specification describes the files and formats that we need for successful integration with Aclara and Tyler Eden. The Village would prepare and share those files using a secure method, and WaterSmart is responsible for the integration of those files into WaterSmart.
Main contact/project manager to provide support to Village during initial set-up and ongoing maintenance	Each utility is assigned a dedicated Customer Success Manager (CS Manager) and an engineer, who manage the project from the onboarding process through the lifetime of the program. WaterSmart staff go above and beyond what is required to ensure satisfaction, as the CS Manager is not only the direct contact at WaterSmart Software but is also an advocate within the WaterSmart team. The Customer Success team also works together so there is always someone available to tend to the needs of the Utility in the event that the designated manager is not available. WaterSmart prides ourselves on understanding our utility partners'

	goals and challenges, and maintaining a relationship with customers that is positive, helpful and friendly. See proposed project staff in Appendix A: Key Personnel and Qualifications below.
Secure registration and login for each utility account	WaterSmart provides secure registration and login details for each water customer's account including AMI and non-AMI accounts, commercial, residential and other accounts. On the Portal registration page, the customer is prompted to enter their registration code, or account number and zip code to register. Customers are then prompted to create a secure password and provide their email address as their username.
Automatic password reminder or reset notification system that is administered solely by the vendor	WaterSmart includes a customer self-service method for resetting passwords that is administered solely by WaterSmart.
Dynamic customer profile available 24 hours per day/7 days per week with personalized data and preferences	Customers can update their profile 24x7 through the Customer Portal, including their communication preferences, where they can select the type of notifications they'd like to receive and the channel(s) for each notification. Customers can also access highly-personalized water use insights 24x7, including their seasonal use chart, social comparison, disaggregated end uses pie chart, bill forecast, unique Bill Explainer module, and relevant recommendations.
Customer consumption data by month, day, and hour for current and previous read data (preferably from September 2017 moving forward) displayed graphically for each customer	Customers can view data in a range of increments (including daily and hourly), and reads can be seen on a monthly basis, over the course of the year (to understand seasonality), or compared to previous periods and years. Residential customers can also see consumption comparisons to similar households (based on geography, number of occupants and size of irrigable area).
Ability for customers to view, At minimum, 24 months of hourly usage At minimum, 24 months of daily usage	WaterSmart allows customers to view 24 months or more of hourly, daily, and monthly usage. WaterSmart can import as much billed

<p>At minimum, 24 months of monthly usage</p>	<p>consumption history as the Village can provide; most WaterSmart utility partners provide 5 years of billed consumption history. During the implementation, the Village may opt to import AMI history from 2017 to the present, and this option to import hourly AMI history is included in the price worksheet. Going forward from the time of implementation, there are no limits on the amount of hourly AMI data that WaterSmart can store. Unlike others, we have no caps on account, billing, or usage history.</p>
<p>Ability for customers to set individual leak parameters and receive notifications via email, phone, or text/SMS</p>	<p>Customers can elect to be notified if their water consumption exceeds a self-selected level compared with typical daily use or a billing period in the prior year (so that alerts are sensitive to seasonal changes in water consumption). Alerts and Notifications can be sent through multiple channels - email, SMS text message, or automated voice call. In addition, customers can customize their leak alert settings to indicate whether a certain level of usage (e.g., 7 gallons per hour) is normal.</p> <p>WaterSmart offers the industry's first and only Closed-Loop Leak Resolution System. This proven system helps over 50% of end users self-resolve their leaks without contacting the utility because it's automated and opt-out - meaning WaterSmart will automatically send a leak alert to a customer if we have their email address; they do not need to be registered for the Portal to receive leak alerts. As a result, our leak alerts reach more customers and reduce incoming calls and high bill complaints.</p>
<p>Mapping feature allowing Village to select targeted geographic areas and notify customers within area about service interruptions (preferred compatibility with Esri GIS)</p>	<p>WaterSmart's "List Builder" feature in the Utility Analytics Dashboard (part of the Group Messenger module) allows a Utility staff member to quickly and easily segment a group of customer accounts for use in Group Messenger. A staff member can create a list of customers in</p>

	<p>an affected service area easily by drawing a polygon on a map, or by uploading an Esri GIS shape file. The Group Messenger feature allows the Utility to notify customers with timely, targeted emails, SMS text messages, and voice messages. Unlike others, WaterSmart does not limit the number of outbound messages Downers Grove can send. With WaterSmart, the Village can deliver unlimited email, text, and voice messages. Utility staff can choose from a wide variety of message templates and personalize messages using personalization variables for each customer.</p>
<p>Village administrative log-in allowing customer service representatives to view customer pages for support</p>	<p>Customer service representatives are able to view customers' Portal pages in impersonation mode to be able to see the Portal exactly as the customer does.</p> <p>Additionally, a Customer Details page exists for each account. These pages include all relevant customer information. They can easily be navigated to in the Utility Dashboard by searching for a customer's name, service address, or account number.</p>
<p>Analytics showing participation rate and data, including unique user log-ins</p>	<p>Through the Utility Dashboard, staff are able to monitor Customer Portal activity including Portal Registration Rate by Source (e.g., mail vs. email), Portal Visit Frequency and Unique Visitors, Customer Profile Updates, Program Participation, Customer Feedback, and acquired Email Addresses. These analytics also provide Utility staff with insights about customer home profiles, water use patterns, and completed water-saving actions. Currently, across all of WaterSmart's implementations, an average of 30 percent of customers access the Portal via a mobile device. In addition, Village staff can measure delivery success of leak alerts (e.g., email opened, found leak, etc.); in fact, across all of our AMI implementations, over 50% of leak alert recipients</p>

	<p>are able to self-resolve their leak with WaterSmart’s Closed-Loop Leak Resolution System, the first and only system of its kind in the industry. Finally, Village staff can also measure delivery success of all Group Messages, including outbound emails, SMS text messages, and voice messages.</p>
<p>Ability for the Village to add water efficiency tips or tools for customers and/or Vendor suggested tips/tools</p>	<p>Customers can receive water-saving recommendations through step-by-step instructions, links, and videos, as well as create and save their own plan of pledged actions that align with your Utility’s goals. The recommendations library, which varies by season, is unique to each account’s profile, consumption history, program participation, and geographic region. WaterSmart’s existing content library of over 250 recommendations and messages includes information on a variety of general topics, as well as utility-specific information and individual customer data insights. Your staff members have an opportunity to review and add content, as well as prioritize and target each communication based on customers’ unique water use, season, property, and behavior characteristics and the Utility’s priorities. WaterSmart ensures every message is relevant to the recipient.</p>
<p>Ability for customers to communicate electronically from the customer’s account with utility regarding account questions and service issues</p>	<p>Customers can communicate electronically with Village staff in a variety of places. They can send direct communications to the Utility via the ‘Contact Us’ button on the home page of the Portal. With this tool, customers are able to submit questions or any information they like to staff. Feedback is also collected from customers when they reply to utility email communications (leak alerts, Group Messages, etc.) and at the end of the leak resolution flow. All of these communications are captured and visible to Utility staff in the Utility Dashboard both in aggregate via the Conversations module or on an</p>

	<p>individual account basis in the Activity panel on the Customer Details Page.</p> <p>In addition, Village staff can provide a singular place to report service issues with a Form. Staff can use the highly intuitive Form builder module in the Utility Dashboard to create and publish a Form to the Portal with custom fields of their choosing. Customers will then be able to submit responses via the Services & Forms tab on the Portal. Staff can track submissions, respond to customers, and update submission statuses within the form's submission report in the Utility Dashboard.</p>
<p>Customers with multiple accounts must be able to access multiple utility accounts under a single application account</p>	<p>Downers Grove can designate groups of accounts in its data feed to link multiple accounts or meters to a single login. In addition, customers with multiple accounts/meters can group their own accounts without intervention by the Utility through the 'Settings' panel in the Customer Portal, or by simply using the same email address to register multiple accounts. Once linked, data for multiple properties will be visible in a unified, rolled-up view.</p>
<p>Application must be launched within 120 days of contract execution</p>	<p>WaterSmart works with the Utility to launch the WaterSmart platform within 90 days from contract start.</p>
<p>Vendor must provide customer support for site/log-in issues</p>	<p>WaterSmart includes a customer self-service method for resetting passwords that is administered solely by WaterSmart. WaterSmart offers customer support services to the Village if any access issues should arise. WaterSmart does not offer support to Utility customers directly; instead, we will train Village staff to respond to your customers' questions related to the WaterSmart program.</p> <p>Support documentation is also available to District staff via the online Support Site. The Support Site can be accessed 24/7 through the</p>

	<p>WaterSmart Utility Analytics Dashboard, and offers utilities details about product features, FAQ's and training videos. The detailed, comprehensive "Help" feature within the Utility Analytics Dashboard is an excellent resource to support customer service representatives and utility staff. WaterSmart also includes a Utility Analytics Dashboard feature, "Intercom," that allows Utility staff to use a chat feature to communicate and engage interactively with WaterSmart's Customer Success team. Available 7 a.m. to 6 p.m. Pacific Monday through Friday, excluding Federal Holidays.</p>
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Additional preferred qualifications:

Qualifications	Response
<p>Customer consumption data compared to similar customers by month (describe identifying factor)</p>	<p>Residential customers can see consumption comparisons to similar households (based on geography, number of occupants, square footage, number of bathrooms, and size of irrigable area) in the My WaterScore tab on the Customer Portal home page.</p>
<p>Estimated cost of water consumed based on utility prices and consumption, which the Village will have access to update on an annual basis</p>	<p>Downers Grove can display the Village's rate tiers in the Customer Portal. WaterSmart will sum water use within a billing period and extrapolate current use to the end of the period to provide the customer with an estimate of expected volumetric consumption. If the Village provides the proper rate schedule for each account, then water bills can be estimated. In addition, customers can enroll in Bill Forecast Notifications, which allow them to enter a dollar-based threshold and select the channel(s) by which to be notified should they be on track to exceed this threshold. Customers are alerted mid billing cycle, giving them the opportunity to take any action and avoid bill shock at the end of the billing period.</p>
<p>Ability for Village to send notifications (i.e. late</p>	<p>Customers have the ability to sign up for various</p>

<p>notices, service interruptions) to customers via email, phone, or text/SMS</p>	<p>usage and billing notifications via email, automated call, or text/SMS in the 'Communication Preferences' section within the Customer Portal.</p> <p>Downers Grove staff also have the ability to proactively send unlimited communications about service interruptions, etc. through email, text/SMS or automated phone call using the Group Messenger module.</p>
<p>Customer notifications for percent of budget used</p>	<p>Customers can see a chart of their current and historical water use compared to a water budget, allocation or consumption goal. Water Budgets (which can also be labeled as Allocations) are sent to WaterSmart in a regular data feed and are then displayed alongside consumption in the Utility Dashboard and Customer Portal. Consumption goals can be displayed the same way. These have been calculated as percent reduction from the customer's historical use but this calculation is parameterized to fit the utility's requirements. Customers can elect to be notified if water consumption exceeds a self-selected level compared with typical daily use or a billing period in the prior year (so that alerts are sensitive to seasonal changes in water consumption).</p>
<p>Ability to bill customers from a Tyler Eden billing file via mail or email</p>	<p>WaterSmart does not generate bills based on a billing file from Tyler Eden. Rather, we import billing files from Tyler Eden for electronic bill presentment in the Customer Portal. From the Portal, customers can click "View and Pay Bill" under the "Billing" menu in the navigation bar of the Portal. There, customers can view billing information, PDFs of current and past bills, and records of payments made.</p> <p>WaterSmart can optionally deliver electronic bills, if desired by the Village. WaterSmart does</p>

	not deliver paper bills, and we would recommend using InfoSend in Downers Grove for delivery of paper bills. WaterSmart can optionally retrieve InfoSend's bill PDFs on demand and display them in the Portal using the InfoSend API.
Historical weather (temperature and precipitation) information lined up with consumption	Customers can view how their use varies relative to changes in the weather on their 'Seasonal Use' chart, located on the "Track Usage" tab of the Customer Portal. The Seasonal Use chart provides an overlay of the customer's daily and monthly usage history against local temperature and precipitation data pulled from World Weather Online's weather data API. World Weather Online uses the customer's zip code to identify the closest weather station to the customer's property.
Mobile-based application	The Customer Portal can be accessed on any device, including mobile. Currently, across all of WaterSmart's implementations, an average of 30 percent of customers access the Portal via a mobile device.

Additional considered qualifications

Currently, the Village's system allows for payment via direct debit through a checking account but not to automatically charge a customer's credit card. The Village's ultimate goal is to have a single login for customers to view consumption and conduct payments. Vendor should provide information regarding success in linking payments to clients' ERP system, especially Tyler clients, indicating if recurring payments and live data transfers are possible. This capability is a long-term consideration. The Vendor will be responsible for any integration with Tyler to allow for recurring payments.

WaterSmart can optionally deliver an integrated payments solution for Downers Grove. This would allow Village customers to take care of all of their self-service needs in one place and with one login, including viewing and paying bills electronically, enrolling in billing alerts and notifications, understanding their bill in a rich, personalized context, and much more. To implement this seamless customer experience, Downers Grove can choose from the following two options:

1. Single Sign-On based integration between the WaterSmart Portal and the InfoSend online billpay portal: Village customers will be able to access both portals using one login and navigate bidirectionally. In the InfoSend portal, Village customers can set up recurring payments (AutoPay), enroll in bill due and past due reminders, control paperless settings, and make one-time payments.

In addition, InfoSend can optionally provide their hosted Print Image Archive (PIA) service, which allows the Village to outsource the storage and only retrieve bill PDFs on demand. This service also enables WaterSmart to retrieve PDFs on demand for electronic bill presentment in the WaterSmart Customer Portal using the InfoSend API. See the price worksheet for InfoSend's pricing.

InfoSend's Customer Communications Management (CCM) platform will provide the Village with the necessary reports to reconcile and receive updates throughout the Data Processing, Print, and Mail (DPPM) and Electronic Bill Presentment and Payment (EBPP) processes. Payment reports for the EBPP offering will be provided in a standard .CSV file. This payment report contains transaction data as well as customer enrollment information, payment type, and customer contact information. All reports are available through the InfoSend website and can be transmitted via secure FTP. InfoSend can configure secure FTP transmissions of regular reports in short frequent intervals in order to access the most up-to-date payment information. InfoSend will work with the Village's IT department to automate the loading of these reports into the Village's Tyler Eden system. Reports can be sent in frequent intervals (e.g., every 15 minutes). InfoSend's standard reporting template works for most utility clients; however, customizations are also available.

See a Letter of Support from InfoSend in Appendix E.

2. WaterSmart Embedded Payments with Invoice Cloud: Village customers will be able to conduct secure payments and setup recurring payments on the Invoice Cloud platform from within the WaterSmart Customer Portal with one login. Using a Single Sign-On (SSO) based integration, WaterSmart embeds Invoice Cloud's Electronic Bill Payment & Presentment (EBPP) solution through iframes, an HTML element that allows an external webpage to be embedded in an HTML webpage. With iframes, Invoice Cloud works with the Village to customize the complete look and feel of our SSO embedded iframes (See a screenshot in Appendix B). By clicking on an action tab, like AutoPay, Paperless, or Account History, Invoice Cloud simply opens in a customizable iframe or in a separate dialog box directly from the Village's WaterSmart system. This means no more second tab experiences and, from the customer's perspective, simply part of WaterSmart—not a separate product. Invoice Cloud can edit its iframes and APIs to provide a seamless look and feel, match the Village's branding, and make the payment process for customers very easy. See the price worksheet for Invoice Cloud's pricing.

Invoice Cloud updates its reporting in real-time as it processes transactions and currently pushes these records in daily batches to Tyler Eden Systems. Invoice Cloud is open to working with the Village's billing system to share data in real-time through APIs and webhooks. Invoice Cloud receives and refreshes billing data from many billing systems using their Real Time Data Refresh (RTDR) APIs and returns payments, paperless, and AutoPay enrollment flags using their Data Pump, a proprietary electronic handshake that delivers 100% data integrity.

In order to implement one of the above options, the Village is required to sign a separate agreement with the payment partner and acknowledges that the payment partner provides all services, support, documentation and compliance related to these features, and is separately compensated per the terms of its separate agreement.

DESCRIBE LEAK IDENTIFICATION PROCESS ON THE APPLICATION, INCLUDING: PARAMETERS, HOW CUSTOMERS SET PARAMETERS, HOW LONG BEFORE IDENTIFIABLE, LEAK ALERT REVIEW, CUSTOMER NOTIFICATION PROCESS, AND LOGGING NOTIFICATIONS/ALERTS

WaterSmart developed the Leak Detection, Alerting and Resolution system to help customers identify and resolve leaks without having to log in to their Portal or contact the Utility. For utilities that have enabled these alerts, WaterSmart sends automated, utility-branded leak alerts to customers who have unusually high water use compared to their historical use. Alerts direct customers to step-by-step information to identify and resolve leaks on their own, reducing the need to call the utility.

WaterSmart tracks customer notifications, delivery success, and customer feedback through the Utility Dashboard. Key data surfaced in the Utility Dashboard include estimated leak rate, alert status (Email Alert Sent, Email Opened, Found Leak, etc.), and leak start date and status (Ongoing, Stopped).

WaterSmart leak alerts can be sent based on hourly reads from Aclara. For AMI readings, burst leaks show usage of 74 gallons or more in each of the last 6 hours, while continuous leaks show usage of more than 1 gallon in each of the last 144 hours. These default parameters can be adjusted at the Utility's request.

WaterSmart can provide leak alerts via email, text, and automated calls. Downers Grove customers can update their communication preferences for leak alerts and even set an expected rate of continuous use for their account in the Portal. Print Leak Alerts, a proven method for converting non-digital customers to digital alerts, are also available for an additional fee. See a sample Print Leak Alert in Appendix B.

PROVIDE A DESCRIPTION OF CUSTOMER SUPPORT, INCLUDING HOW CUSTOMERS CAN RETRIEVE OR RESET THEIR PASSWORD FOR THE APPLICATION

Customers themselves can easily reset their Portal password on the Login page by clicking on the "Forgot password?" button, which will prompt them to enter a registered email address and then reset their password using a link sent to the email provided. Customers also have access to "Help and FAQs" within the Portal in case they need further assistance.

WaterSmart does not communicate directly with the Utility's customers; end-user support is the responsibility of the Utility. WaterSmart provides a number of tools to assist Utility staff looking to understand and maximize their WaterSmart experience:

- 1) The **WaterSmart Support Site**, which is accessible by all Downers Grove staff, includes responses to Frequently Asked Questions as well as common troubleshooting topics, how-to videos and other customer support oriented content.
- 2) The **Customer Details Page** helps customer service representatives respond to Customer inquiries by providing all relevant customer property and water use information, a complete history of notes and email interactions, a quick link to their portal and step-by-step process support for common questions around high bills.
- 3) A **Live Chat** feature that allows Downers Grove staff to ask questions about data, get help with challenging customer questions, provide product feedback and more. Users can typically expect to receive a response within the hour. Chat is available between the hours of 9 a.m. and 9 p.m. ET Monday thru Friday, excluding federal holidays.
- 4) Dedicated **Customer Success Manager** (CS Manager): The CS Manager will oversee the Village of Downers Grove's program, answer questions, provide updates, support complex tasks, share new feature updates, and provide additional training as needed. The CS Manager is available by telephone and email to answer specific programmatic and technical questions. CS Manager support will be capped at 1 hour per week for Downers Grove.
- 5) Portal **content customization**: The CS Manager can help the Village create personalized messaging for the Customer Portal and outbound engagement vehicles, including Group Messenger.

PROVIDE AT LEAST THREE (3) CLIENTS WITHIN A 100 MILE RADIUS OF DOWNERS GROVE WITH A SIMILAR NUMBER OF CUSTOMERS AND THE PARTICIPATION RATE (WATER UTILITIES PREFERRED)

- 1) Village of Glenview has 26.2% portal registration.
- 2) City of Elmhurst has 23.5% portal registration.
- 3) Village of Lombard without using Welcome Letters has 12.8% portal registration.
- 4) City of Evanston without using Welcome Letters has 12% portal registration.

All customers regardless of portal registration status are eligible to receive Group Messages and Leak Alerts.

PROVIDE AT LEAST THREE (3) CLIENTS WHERE VENDOR INTEGRATED HOURLY CONSUMPTION DATA FROM THE ACLARA PLATFORM (WATER UTILITIES PREFERRED, CAN BE SAME AS ABOVE IF APPLICABLE)

- 1) City of Elmhurst, IL
- 2) Coastside County Water District, CA
- 3) City of Bend, OR
- 4) Village of Franklin Park, IL

PROVIDE DESCRIPTION OF VENDOR'S MARKETING RESOURCES AND STRATEGIES AVAILABLE

WaterSmart helps our utility partners leverage local media to raise awareness of program availability or to promote your leadership in water-use efficiency and modern technology adoption. We provide each utility with a WaterSmart Marketing Kit that includes media assets and templates to assist in promoting the WaterSmart program to local press, via social media, and through any internal print or digital communication channels.

WaterSmart also provides two animated explainer videos for use by our utility partners. The videos explain the basic functions of the WaterSmart portal, the benefits to end-users, and generic instructions on how to register for the portal. These videos can be easily embedded in any HTML website using code snippets.

PROVIDE ESTIMATED TIME BETWEEN CONTRACT AND LAUNCH WITHIN REQUIRED 120 DAYS

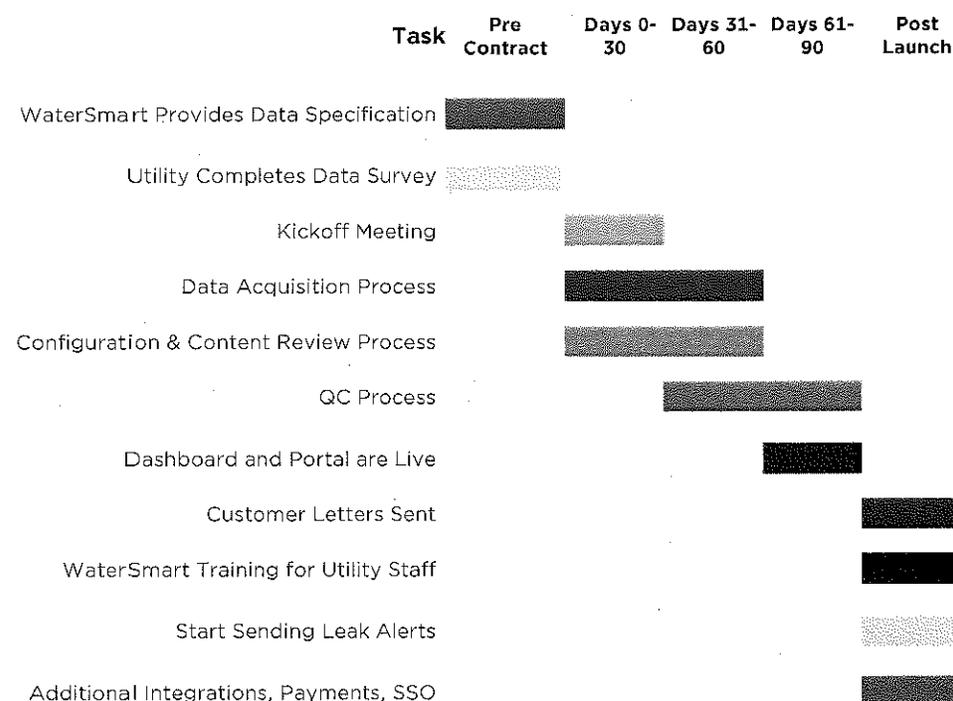
WaterSmart's standard deployment timeline is 90 days. We are able to regularly meet this schedule due to our experienced Customer Success staff, experience integrating with many vendors (including Tyler Eden), flexible data integration requirements, and standardized project management practices. WaterSmart has launched in fewer than 90 days at utilities that had struggled to deploy with competing vendors for 12 months or more. Most utilities will require approximately 20 hours of dedicated utility IT staff time over the course of the 90-day deployment timeline to provide WaterSmart with the information and data feeds required to launch the program. WaterSmart and Utility responsibilities are described in Table 1, 30-60-90 Initialization Milestones, while the program launch timeline is described in Table 2, Estimated Initialization Schedule,

Table 1: 30-60-90 Initialization Milestones

<i>Pre Contract Signing</i>	<ul style="list-style-type: none"> • WaterSmart provides Data Specification File and 30/60/90 Day Schedule, utility reviews and agrees to provide requirements as specified and within given timeframes • Utility IT contact completes Data Survey
<i>0-30 Days Orientation and Data Transfer</i>	<ul style="list-style-type: none"> • WaterSmart conducts a 60- to 90-minute online Kickoff meeting to orient Utility staff involved in the Program. Utility should include a representative from each functional group that will be involved with the setup and use of the program • WaterSmart technical team conducts Data Call with Utility IT lead to go over Data Survey and next steps • Utility IT sends initial Sample Files per Data Specification File • 30 Day Check in
<i>31-60 Days Data and Portal Configuration</i>	<ul style="list-style-type: none"> • WaterSmart provides feedback on Sample Files • Utility and WaterSmart work to setup Ongoing File Transfers per Data Specification File • Utility PM approves content and configures general settings • 60 Day Check In

<p>61-90 Days Quality Assurance and Launch</p>	<ul style="list-style-type: none"> • WaterSmart conducts Quality Assurance • Utility Dashboard is live and fully functional • Customer Portal is live and functional (though may not be open for registration depending on Utility needs)
<p>Post Launch</p>	<ul style="list-style-type: none"> • If applicable, embedded Payment site, SSO, PDF Bill Display, AMI data, and other premium integrations are configured and go live (if not included in initial 90 day launch) • On-site or Online Training completed • Customer Letters (if applicable) are sent and Customer Portal open for registration • Leak Alerts and other Notifications begin • Ongoing Support

Table 2: Estimated Initialization Schedule



DESCRIBE HOW CONSUMPTION DATA IS STORED, FOR WHAT DURATION, AND HOW THAT INFORMATION WOULD BE ARCHIVED AND DELIVERED TO CLIENT EITHER PRIOR TO DELETION OR UPON TERMINATION OF THE CONTRACT

WaterSmart can store and display data for as many years as the Utility provides; ten years is typical. WaterSmart uses Amazon Web Services (AWS) for all cloud hosting purposes. Unlike others in the marketplace, WaterSmart has no limits (in terms of time or megabytes) or hidden charges related to capacity or duration of archived data. Data transferred to WaterSmart from the Utility will be stored in a database dedicated to the Utility and its WaterSmart project. Consumption data is not deleted during the duration of the contract. Should the Utility choose to terminate the contract, WaterSmart can work with

the Utility to transfer all existing data to the Utility through a secure file transfer prior to deletion. All data is stored in the United States, and no offshore subcontractors are used.

DESCRIBE HOW YOUR SYSTEM CAN BE INTEGRATED INTO OTHER ONLINE PAYMENT/PAPERLESS BILLING AND UTILITY BILLING SYSTEMS, INCLUDING LIVE DATA LINK CAPABILITY

WaterSmart can provide login to our Customer Portal using third party credentials (e.g., payments site including InfoSend or Invoice Cloud) through SSO (Single Sign-On) using the SAML 2.0 or OAUTH2 protocol. This provides for bi-directional, seamless registration to multiple portals using a single set of credentials. Optionally WaterSmart supports Click-Through Registration for uni-directional sign-on from a third party site to WaterSmart using a URL redirect with key-based encrypted data. Click-Through Registration can be configured FROM WaterSmart TO 3rd party site (e.g., payments site) IF the 3rd party site can provide us with a published, documented protocol.

In terms of paperless billing, WaterSmart can optionally provide this service, or we can integrate with your existing paperless billing provider, InfoSend, to display bill PDFs in our Customer Portal. With InfoSend's Print Image Archive (PIA) service, WaterSmart can retrieve PDFs on demand and display them in the Portal using the InfoSend API.

WaterSmart can integrate with utility billing systems via regular SFTP file transfers. If the billing system provides an API, then WaterSmart can setup a web services integration to securely transfer data. See Appendix C, Data File Specification for more information on data files and formats. WaterSmart has successfully integrated with 25+ different billing systems and we have a 100% launch rate with **zero** failures. For our six customers using Tyler Eden, we've successfully integrated with Eden via regular SFTP file transfers. WaterSmart welcomes the opportunity to discuss real-time integration possibilities with Tyler Eden.

LIST OF TRAINING AND SUPPORT PROVIDED BY VENDOR

WaterSmart offers exceptional training and support. The assigned Customer Success Manager (CS Manager) works with Utility staff to coordinate an initial kickoff meeting (usually held online) to orient staff members to the project and discuss the initialization timeline. WaterSmart coordinates all aspects of initialization, data transfer and configuration, and conducts training before the launch of the program, and then subsequently once a year or as needed. Remote staff training is included, or if selected, WaterSmart provides 1 full day of onsite training. Travel and expenses are included in our onsite training fee; unlike others, WaterSmart has no hidden fees for onsite training. WaterSmart's team of CS Managers are available by telephone and email during business hours between the hours of 9 am - 9pm EST, Monday through Friday, except during federal holidays. Below is a thorough overview of the training information that is provided:

- **Introduction to all customer facing elements:** includes the Portal, alerts, mobile interface, the Marketing Kit, and more

- **Detailed Customer Success functionality:** how to use Utility Analytics Dashboard to respond to customer questions (WaterSmart related or not), track customer interactions, provide customer support with technical issues related to the WaterSmart program, send emails, and more
- **Analytics training:** review of analytics available, how to access information, how to evaluate programs, and more
- **Brief WaterSmart program information session:** for members of your staff who may need to speak about the WaterSmart program or be aware of the program goals and tools available, but may not need to use the platform on a regular basis, the CS Manager can provide a shorter 45 – 60 minute-long informational session about the program and products, including the Customer Portal and Utility Analytics Dashboard
- **“Train-the-Trainer” Session:** WaterSmart offers a “train-the-trainer” model where WaterSmart staff trains Utility staff to conduct ongoing training for their colleagues throughout the year. This option gives Utility staff the information and materials necessary to train their colleagues where and when necessary throughout the program

Following the launch of the program, WaterSmart provides a number of methods to facilitate both end-user support as well as assist Utility staff looking to understand and maximize their WaterSmart experience:

- 1) **Dedicated Customer Success Manager (CS Manager):** The CS Manager will support the Utility program, answer questions, provide updates, support complex tasks, share new feature updates, and provide additional training as needed. The CS Manager is available by telephone and email to answer specific programmatic and technical questions. CS Manager support will be capped at 1 hour per week for the Utility.
- 2) **Quarterly check-in meetings:** At these meetings, the CS Manager will track performance relative to Utility objectives and adjust as necessary, provide implementation support, review best practices, support outreach efforts, gather feedback and answer any questions.
- 3) **Portal content assistance:** The CS Manager can help the Utility create personalized messaging for the Customer Portal and outbound engagement vehicles, including Group Messenger, if requested.
- 4) The **WaterSmart Support Site**, which is accessible by all Utility staff, includes responses to Frequently Asked Questions as well as common troubleshooting topics, how-to videos and other customer support oriented content.
- 5) The **Customer Details Page** helps utility representatives respond to Customer inquiries by providing all relevant customer property and water use information, a complete history of notes and email interactions, a quick link to their portal and step-by-step process support for common questions around high bills.
- 6) A **Live Chat** feature that allows Utility staff to ask questions about data, get help with challenging customer questions, provide product feedback and more. Users can typically expect to receive a response within the hour. Chat is available between the hours of 9 a.m. and 9 p.m. EST Monday thru Friday, excluding federal holidays.

- 7) **Quarterly Product Webinars** provide the latest WaterSmart news including product releases, practical implementation case studies, a forum to interact with other WaterSmart customers and sneak previews of upcoming products and functionality.

LIST ANY CURRENT CLIENTS USING TYLER EDEN, INCLUDING ANY WAY THE VENDOR HAS CONNECTED ITS APPLICATION TO TYLER EDEN FOR THOSE CLIENTS

- 1) The **City of Highland Park, IL** sends WaterSmart an automated text file of billed usage daily. Billing information (account number, bill date, current charge, due date, and total due) for each account is also transferred monthly.
- 2) The **City of Santa Cruz, CA** sends WaterSmart an automated CSV file of billed usage every week for all accounts.
- 3) The **City of Fort Myers, FL** sends WaterSmart separate CSV files for billing information and billed consumption for all accounts daily. The data transfer is also automated.
- 4) **Park City, UT** sends WaterSmart a CSV file of their interval reads and billed consumption every day.
- 5) The **Town of Windsor, CA** sends WaterSmart an XML billing file monthly and an automated CSV file of balance and payment information daily. Windsor also provides bill PDFs automatically from their bill print vendor, DataProse via API.

PROVIDE A DESCRIPTION AND TIMELINE FOR HOW THE INTERFACE TO ACLARA WOULD BE BUILT AND TESTED, AND INCLUDE A DESCRIPTION OF HOW THE INTERFACE IS SECURED

WaterSmart will work with the Villiage and Aclara to begin AMI data ingestion via regular SFTP file transfers. This interface is built and tested by first validating sample files and then setting up an ongoing transfer of AMI data. See Appendix C, Data File Specification and Table 1, 30-60-90 Initialization Milestones for more information on this data transfer process, our AMI Interval File requirements, and a timeline for completing this interface. Note: Aclara may charge the Villiage an additional fee to set up this interface with WaterSmart if the Villiage is unable to export these AMI files yourselves. All AMI data is secured as is all other account and consumption data. For more information on security, see WaterSmart's Security Policy in Appendix D.

PROVIDE A DESCRIPTION AND TIMELINE FOR HOW THE INTERFACE TO TYLER EDEN, IF NECESSARY, WOULD BE BUILT AND TESTED, AND INCLUDE A DESCRIPTION OF HOW THE INTERFACE IS SECURED

WaterSmart will work with Downers Grove to begin ingesting customer account and consumption data from Tyler Eden via regular SFTP file transfers. This interface is built and tested by first validating sample files and then setting up an ongoing transfer of data. See Appendix C, Data File Specification and Table 1, 30-60-90 Initialization Milestones for more information on this data transfer process, our data file requirements, and a timeline for completing this interface. All data is secured including account and consumption data. For more information on security, see WaterSmart's Security Policy in Appendix D.

APPENDIX A: KEY PERSONNEL AND QUALIFICATIONS



Ora Chaiken
VP, Customer Success

Since 2011, Ora has been overseeing the successful on-boarding and continuous operation of WaterSmart's partnerships. As Vice President of Customer Success, she oversees the fast and efficient launch of the WaterSmart program, confirms the successful completion of all activities, monitors communications with partners, and ensures adherence to the Scope of Work and schedule. Ora has successfully overseen the on-boarding and operation of over 75 utility programs. Ora holds both a BA and an MBA from Cornell University.



Dana Haasz
Associate Director, Customer Support

Dana is responsible for working with individual utility partners to ensure that the implementation process and the ongoing program are seamless and successful. Dana has successfully launched and provided ongoing support to dozens of WaterSmart customers, including all of WaterSmart's utility partners in Illinois. Dana has almost 20 years experience in water conservation, utility program implementation, water resources and integrated planning, demand modeling, compliance assessment and policy. Prior to joining WaterSmart, Dana was the Water Use Efficiency Manager at Kennedy/Jenks consultants where she developed conservation plans and led other planning efforts for utility customers. As the Water Conservation Program Manager at the San Francisco Public Utilities Commission, she led the planning, development and implementation of all demand-related activities at the utility. Dana holds a M.Sc. from New Mexico State and a B.Sc. from McGill University. Dana will serve as Downers Grove's designated CS Manager (i.e., Project Manager).



Chad Haynes
VP, Platform & Infrastructure Engineering

Chad Haynes has been leading WaterSmart's engineering team since 2011. He is responsible for WaterSmart's server architecture, web applications, and data transformation, which allow WaterSmart to work with any water utility worldwide. He is also an expert in creatively using JavaScript to visualize water data. Chad has successfully managed the data onboarding of over 50 utilities in his time with WaterSmart. Prior to WaterSmart, Chad was responsible for building an analytics cluster for a world-class investment management platform. Chad has a Bachelor of Science from the University of North Carolina, Chapel Hill.

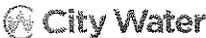


Will Holleran
Data Scientist

Will has been the head Data Scientist at WaterSmart since 2014. He spends his time designing experiments to improve the effectiveness of the WaterSmart program, applying machine learning techniques to inform WaterSmart's comparison algorithm, and providing insight to better inform individuals about how they use water. The efficiency studies for each client are run through the Data Science department, providing insight on how the program is performing. Will has run approximately 250 efficiency studies for over 50 utility partners over his 4 years with WaterSmart. Will graduated from Bucknell University with a BS in Mathematics and went on to get a Masters of Science in Applied Economics at the University of California, Santa Cruz.

APPENDIX B: SELECT SCREENSHOTS

Figure 2: Sample Customer Welcome Letter (optional)



WaterSmart Program
123 Main St
Anytown, USA

SERVICE ADDRESS: 456 Washington St.
ACCOUNT NUMBER: 23873124-01

VIEW YOUR WATER USE
citywater.watersmart.com

415.555.5555 info@citywater.com



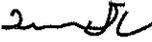
WELCOME

TO THE WATERSMART PROGRAM

Dear Blair,

City of Anytown is excited to introduce you to the WaterSmart Program. This free service is part of our commitment to provide you with the best tools to manage your water use and your bill. I encourage you to get started today by logging on to the WaterSmart Portal.

Sincerely,



Pat Smith
Mayor of Anytown

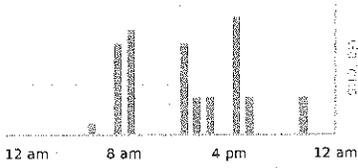
Blair Jones
456 Washington St.
Anytown, USA

VIEW YOUR HOURLY USE

citywater.watersmart.com

Account: 23873124-01
Zip Code: 98765

Your use for **Thursday, April 5**



WHAT YOU'LL GET

The WaterSmart Portal will help you track your water use at macro and micro levels.

-  **Real-time data** View your use hour-by-hour. Be alerted to leaks.
-  **Sign up for alerts** Take control of your water use and avoid surprises.
-  **Ways to save** Get personalized, step-by-step actions.

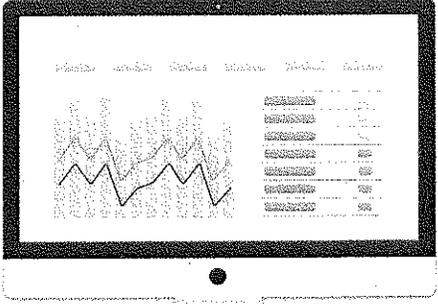


Figure 3: Utility Analytics Dashboard Home Screen (over 50 reports included)

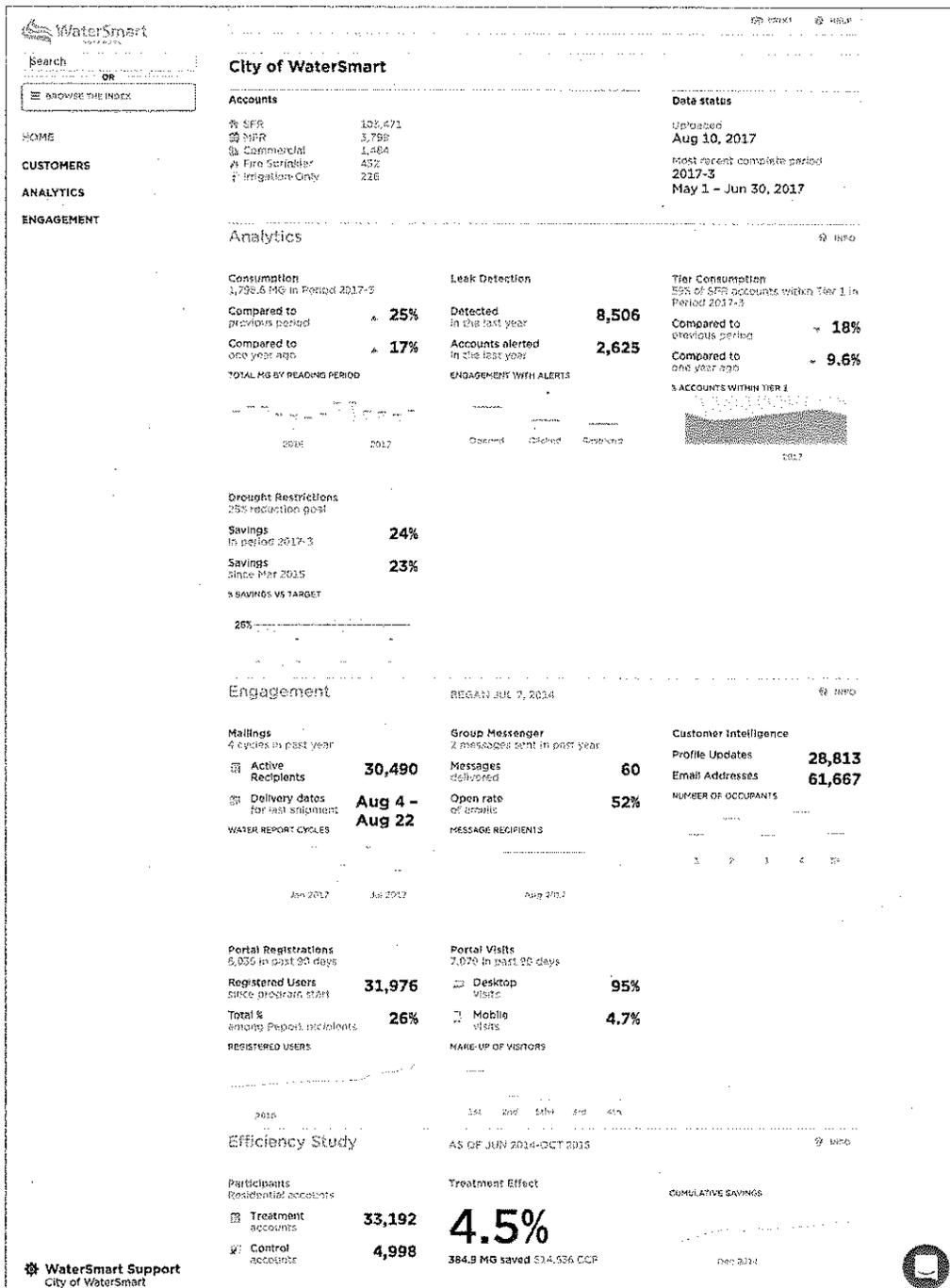


Figure 4: Sample Report – Irrigation Violations

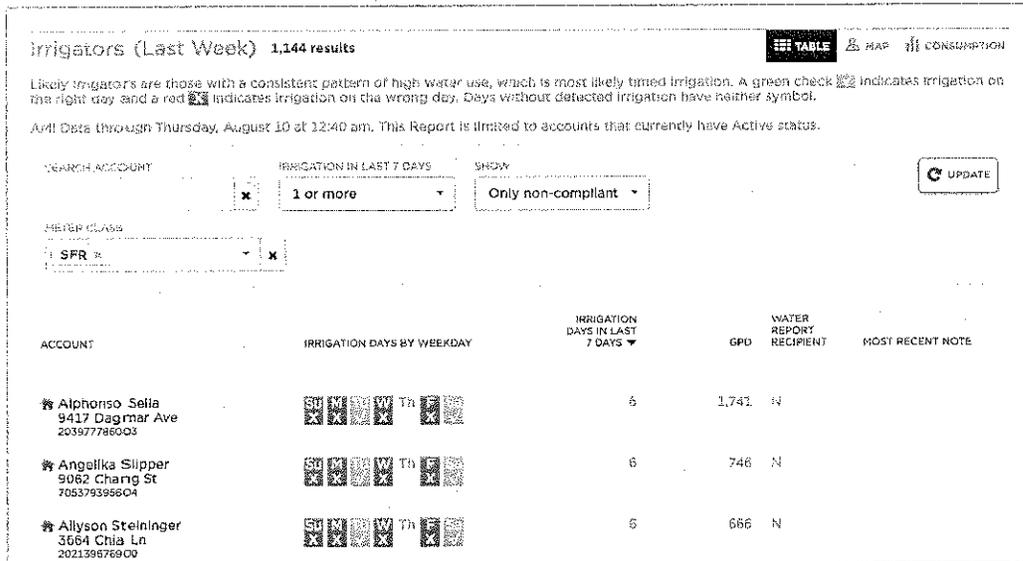


Figure 5: Sample Report – Open Leaks

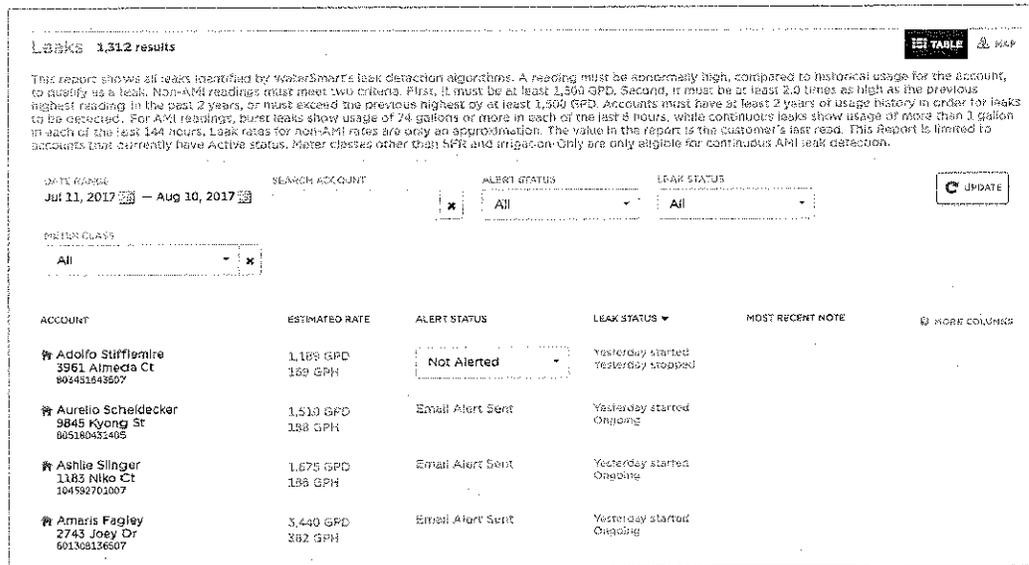


Figure 6: Customer Support Staff Interface

May Flowers + 9 others
808900904702

SFR

- Subscribed to email Water Reports
- Subscribed to email Leak Alerts
- Not receiving Use Notifications (not subscribed)
- Not receiving Bill Forecast Notifications (not subscribed)

774 Lyla Ln
WaterSmart, CA 99999

(222) 222-2222
(555) 555-5555



Highlights SEE DETAILS

Digital engagement
demo2@watersmart.com
Registered 10 months ago

[PORTAL LINK](#) [RESET PASSWORD](#)

9 additional portal users →

This customer is compared to homes that have:

- 5 occupants
- 4,000 to 8,000 sq. ft. yard
- Inland

May 15-Jul 12 (2017-4)

84 GPD

7 CCF Tier 1

84 GPD Resident

344 GPD Average Households

199 GPD Most Efficient

▲ 11% this period last year

▲ 72% last period

Account Balance SEE HISTORY

\$60.10

as of Jul 12, 2017 at 5:53am

Billing method: PRINT

SEE BILL

	Leak Alert	Started	Rate	Volume	Alert	Status	Cause
<input checked="" type="checkbox"/>	Continuous	April 10	7 GPH	21,842 Gal	Email Sent August 10	Found Leak	
<input checked="" type="checkbox"/>	Bill Forecast Notification	6.8x higher than normal	Triggered July 19		Notified July 19	Sent by Text Mes...	

29 / WaterSmart Proposal for Village of Downers Grove

WATER SMART.COM

Figure 7: Customer Support Staff Interface, continued

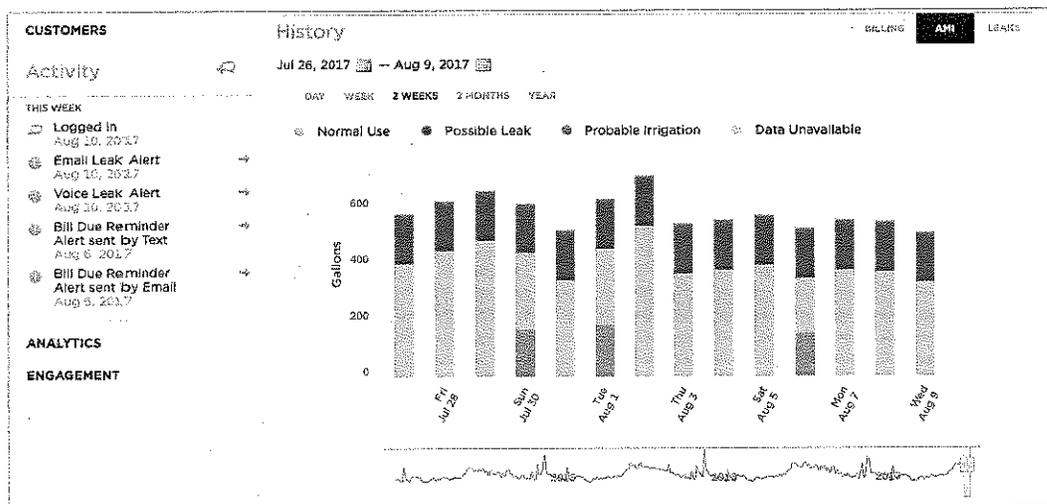
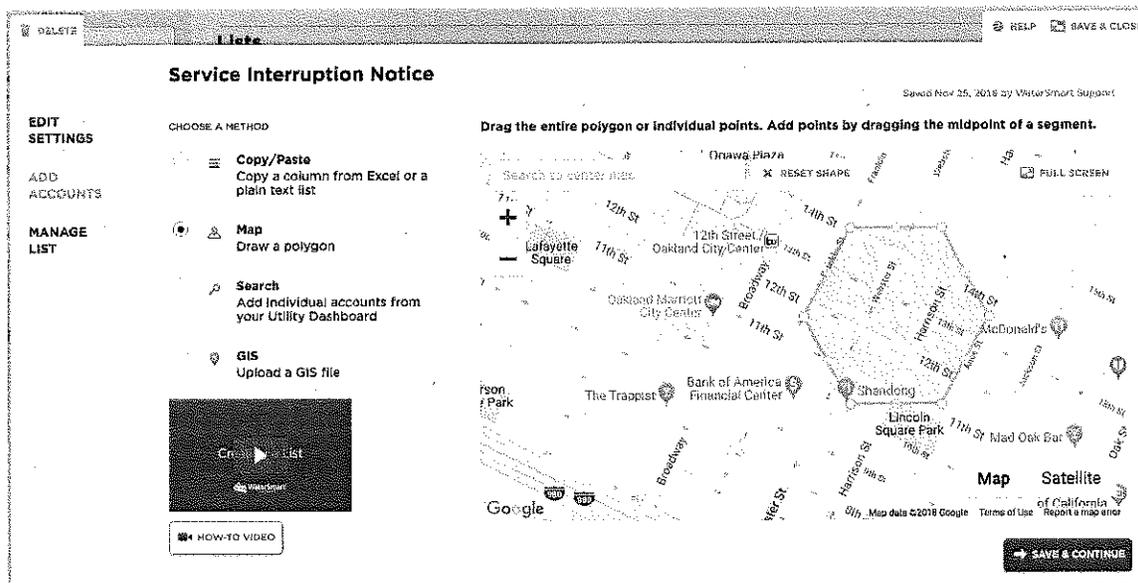


Figure 8: List Builder & Group Messenger



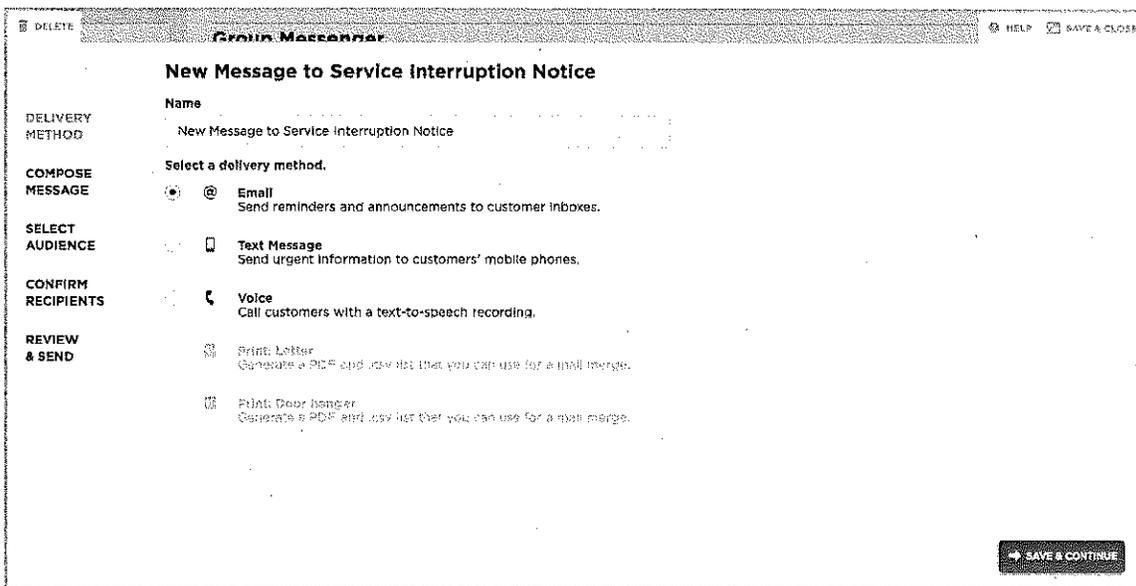


Figure 9: Portal Visits Module in the Utility Dashboard

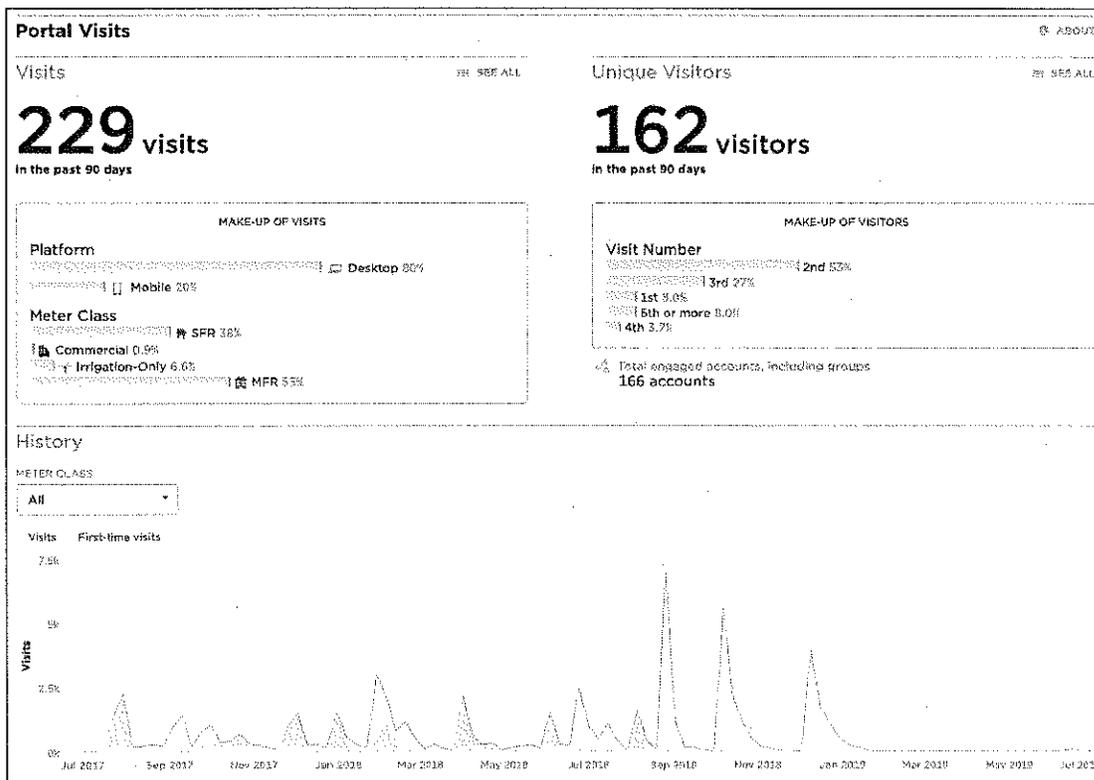
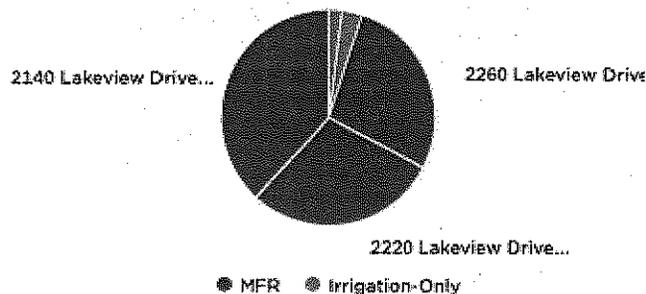


Figure 10: Building a Form in the Forms Module in the Utility Dashboard

The screenshot displays the 'Submit a utility service request' form builder interface. At the top, the title 'Submit a utility service request' is centered, with a 'Saved Jul 9, 2019 by WaterSmart Sales' timestamp on the right. A navigation sidebar on the left includes options: EDIT SETTINGS, CONFIGURE AVAILABILITY, CONFIGURE WORKFLOW, ADD FORM FIELDS, REVIEW, COLLECT RESPONSES & PUBLISH. The main workspace shows a 'Select Template' dropdown menu. Below it, a text field is labeled 'First and Last Name'. A question 'What is your request concerning?' is followed by two radio button options: 'Issue with meter' and 'Issue with irrigation system'. To the right, a 'Select a field type' panel offers various input types: Short Answer, Informational T..., Header, Dropdown, Multi-Select, Single Select, File Upload, Date Picker, and Long Answer. A 'SAVE & CONTINUE' button is located at the bottom right of the form builder area.

Figure 11: Rolled-up view in the Portal upon linking multiple accounts

Your Relative Use Over the Past Six Months

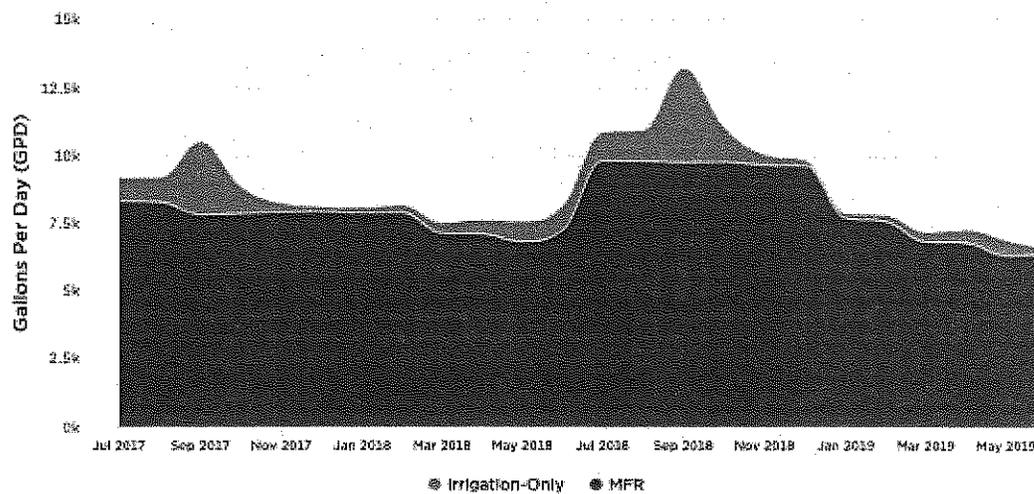


Water Use Snapshot

Over the past six months 95% of your water use was by MFR accounts. 5% was by Irrigation-Only accounts. 2140 Lakeview Drive (616276700507) used the most water of all your accounts.

5 of 5 accounts recorded use, averaging 7,336 gallons per day and consuming approximately 1,775 CCF.

Past Use



Accounts

Select an account to see detailed usage. [Missing an account?](#)

Location	Account #	Meter Type	Meter Badge #	Last Read Date	Use Last Period (CCF)	GPD
2140 Lakeview Drive	616276700507	multi-tenant	705007672616	Jun 27, 2019	168	2,129
2180 Lakeview Drive -- Irrigation	416358777401	irrigation-only	104777853614	Jun 26, 2019	17	215

Figure 12: Customer Portal Login Page on web and mobile

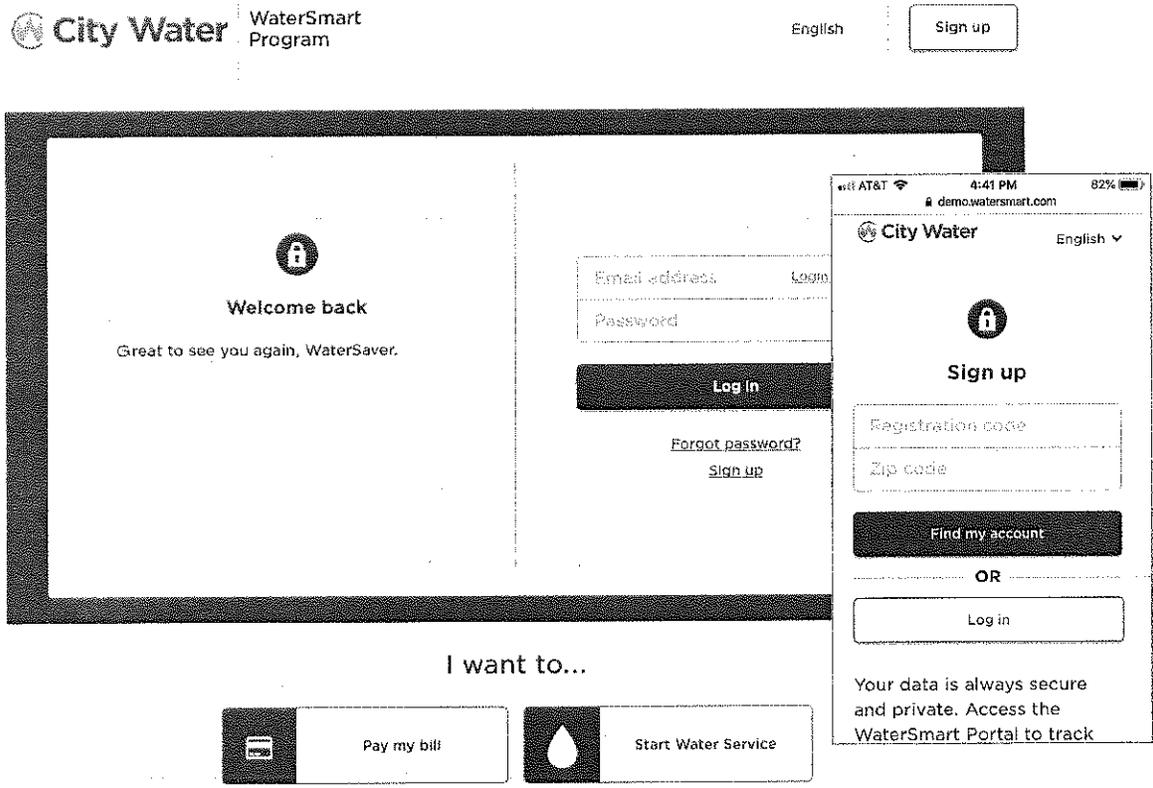


Figure 13: Customer Portal Home Page on web and mobile

City Water WaterSmart Program English My Account

Home Billing Track Take Action Services & Forms Settings

View & Pay Bills

\$506.57
As of Oct 10, 2018 [View bill](#)

[Compare your current bill to recent past bills.](#) 39% ↑

Month	Amount
Jun 2018	\$202
Aug 2018	\$364
Oct 2018	\$507

My Daily Use

661
Gallons Per Day [View use](#)

[Compare your past use for this billing period.](#) 15% ↑

Period	Usage
Aug-Oct 2016	508
Aug-Oct 2017	576
Aug-Oct 2018	661

Notifications

Alert November 17 - Irregular Use Ended
The irregular use that started Nov 5th, 2018 appears to have ended on Nov 17th, 2018. [Track your use](#)

Reminder - Want Better Results? Complete your home water read more

Reminder - Enroll in Alerts Protect your property and read more

Announcement - Your Annual Water Quality Report The quality of the water can read more

1 new notification

View & Pay Bills

\$506.57
As of Oct 10, 2018

[View bill](#)

[Compare your current bill](#) 39% ↑

Home Billing Track Take Action More

My WaterScore

Take Action

Aug 13 - Oct 10

You used more water than similar homes.

[Who am I compared to?](#)

Efficient 135 GPD
Average 245 GPD
You 661 GPD

Recommended

Upgrade your irrigation controller
Rebate Available

Savings up to **57 GPD** **\$215/year**

[See more](#)

I Want To...

- Check if I have a leak
- Understand a high bill

Figure 14: Customer Portal "Track" Page on web and mobile

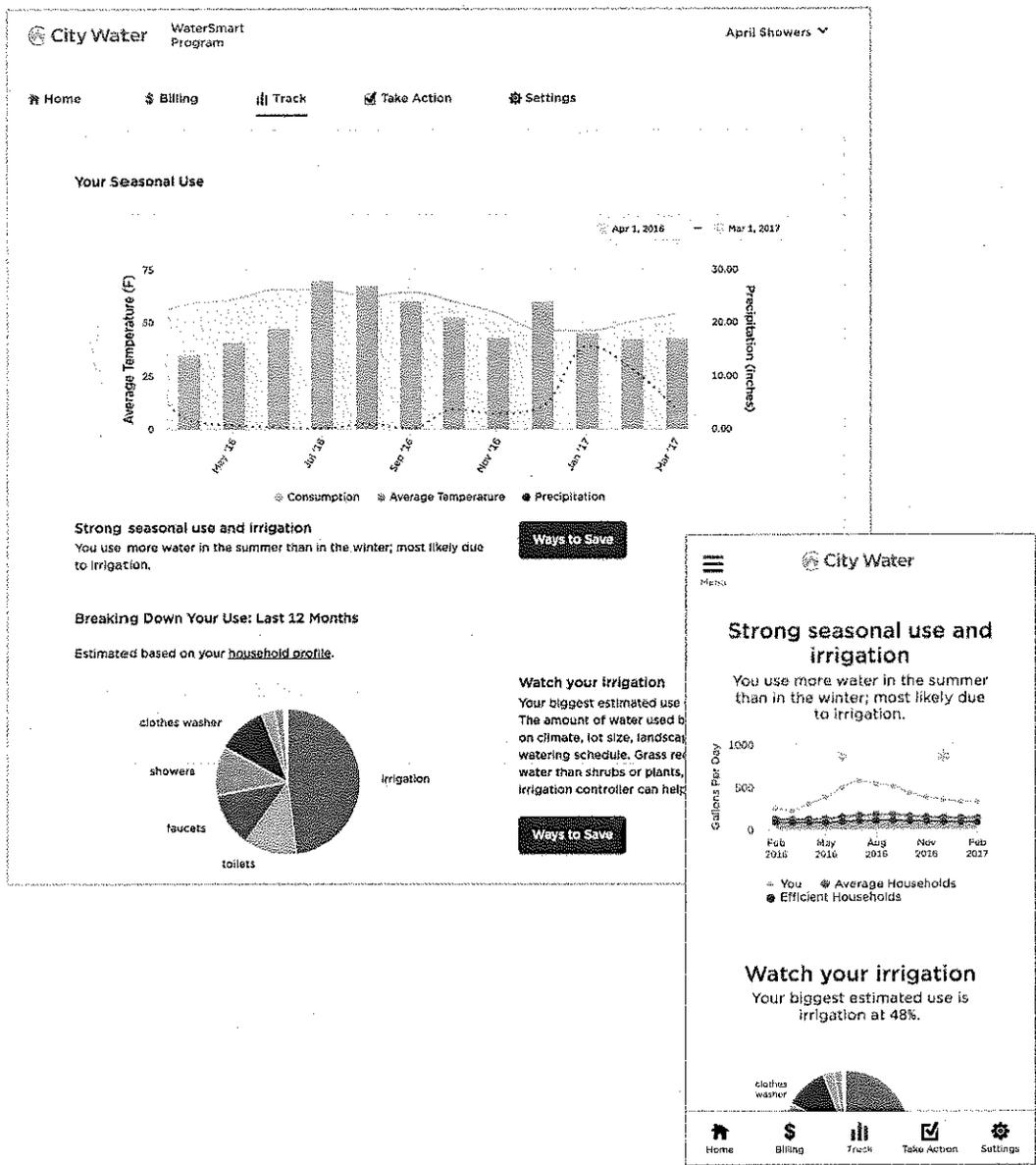


Figure 15: Customer Portal "Track" Page with AMI interval data on web and mobile

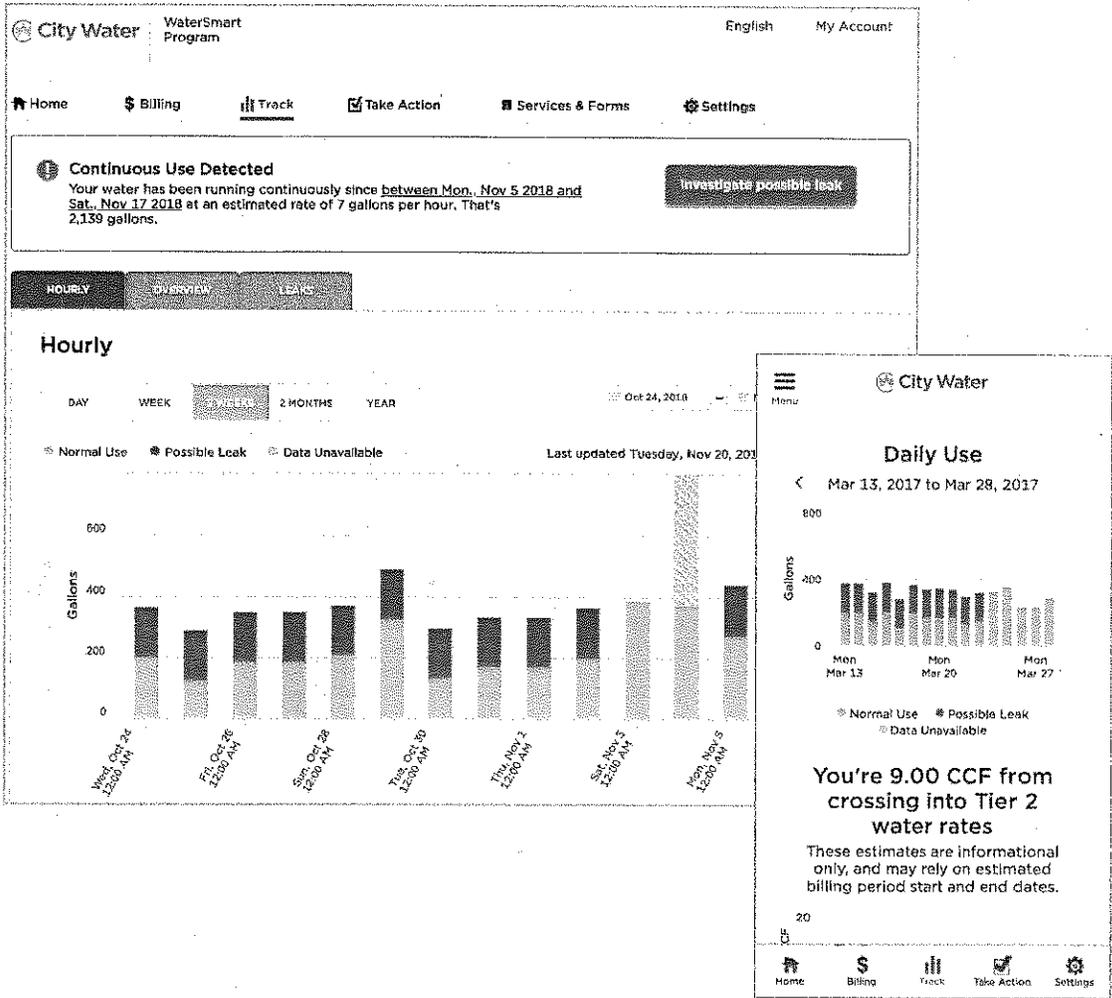


Figure 16: Customer Portal "Take Action" Page on web and mobile

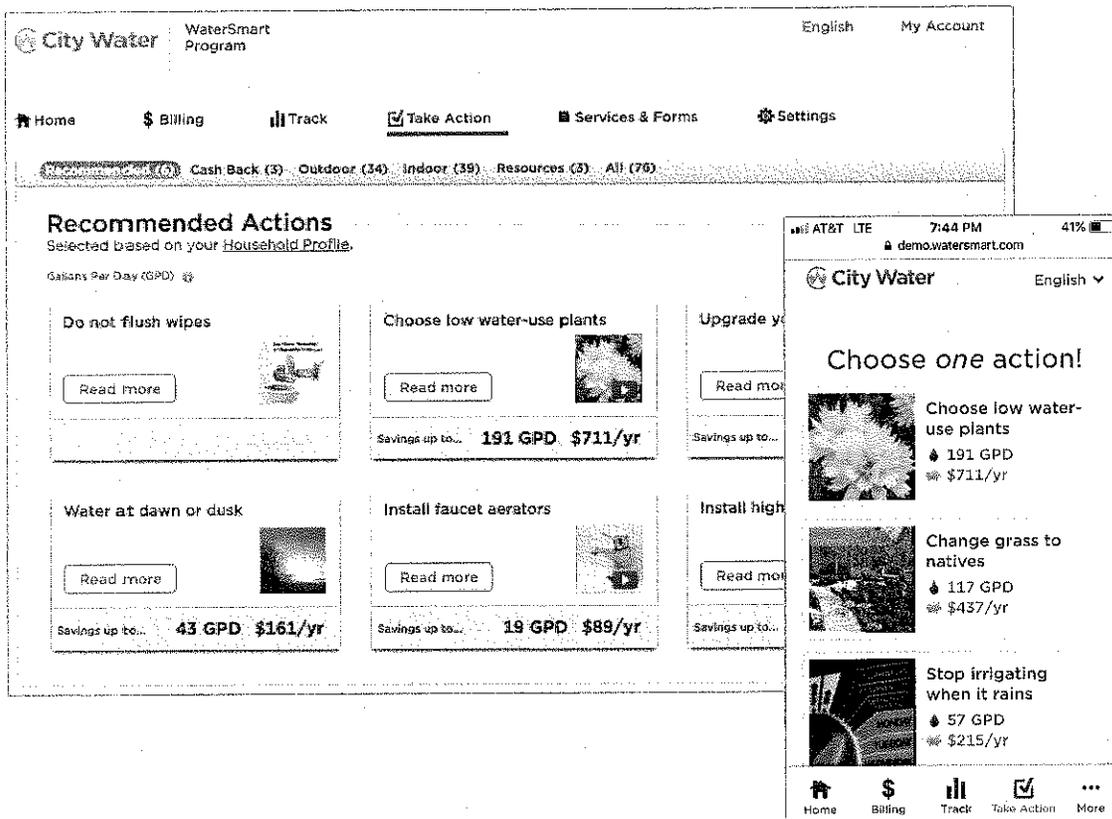


Figure 17: Customer Portal "Services & Forms" Page on web and mobile

The screenshot displays the 'Services & Forms' page of the City Water Customer Portal. At the top, the header includes the City Water logo, 'WaterSmart Program', and options for 'English' and 'My Account'. A navigation bar contains icons for Home, Billing, Track, Take Action, Services & Forms (which is highlighted), and Settings. A sidebar on the left lists various services: 'Apply for an Irrigation Audit', 'Submit a Service Request', 'Stop Service to Your Account', 'Report Water Waste', 'Apply for a Rebate', and 'Start Water Service'. The main content area features a 'Services & Forms' section with a dark header and a list of services: 'Apply for an Irrigation Audit', 'Submit a Service Request', 'Stop Service to Your Account', 'Report Water Waste', 'Apply for a Rebate', and 'Start Water Service'. A text block under 'Submit a Service Request' reads: 'Concerned about an aspect of your water service? A team member will be in touch within two business days to discuss your concerns or to schedule an on site field visit.' Below this is an 'Open form' button. The 'Submitted Forms' section contains a table with the following data:

Form Type	Date Submitted	Progress
Apply for a Rebate	Nov 24, 2018	Submitted

On the right side, a mobile interface overlay is shown, displaying the same text block as the main page and a question: 'What is your issue of concern?' with a text input field. Below this is another question: 'What days work best for you to meet with member of our field staff on your property?' with radio button options for 'Monday' and 'Tuesday'.

Figure 18: Customer Portal "Communication Preferences" Page on web and mobile

The image displays the 'Communication Preferences' page on a mobile device. The top navigation bar includes 'Home', 'Billing', 'Track', 'Take Action', 'Services & Forms', and 'Settings'. The left sidebar lists various account settings. The main content area is titled 'Communication Preferences' and contains the following sections:

- Bill Delivery Method:** You will receive your bill statements by Email or Paper.
- Bill Reminder:** Bill Reminder. You will receive a reminder five days before your bill is due. Email, Text Message, Voice Message.
- Leak Alerts:** Leak Alerts. You will be notified if we think you have a leak. If your property uses water continuously, tell us [how much](#). Email, Text Message, Voice Message.
- Daily Use Notifications:** Daily Use Notifications. You will be notified when you use over 2X times your normal seasonal use. Email, Text Message, Voice Message.
- Bill Forecast Notifications:** Bill Forecast Notifications. You will be notified if your use in the current period is on track to exceed \$50 more than your normal seasonal bill. We will only contact you a maximum of once per billing period. Email, Text Message, Voice Message.

A mobile overlay is shown on the right side of the screen, titled '< Back Bill Forecast No...'. It features a toggle switch for 'Bill Forecast Notifications' which is currently turned off. Below this is a 'Bill Forecast Threshold' set to '\$ 50'. At the bottom, the 'Communication Method' section shows 'Email' with a toggle switch turned on and 'Text Message' with a toggle switch turned off.

Figure 19: Bill Explainer Self-Help System

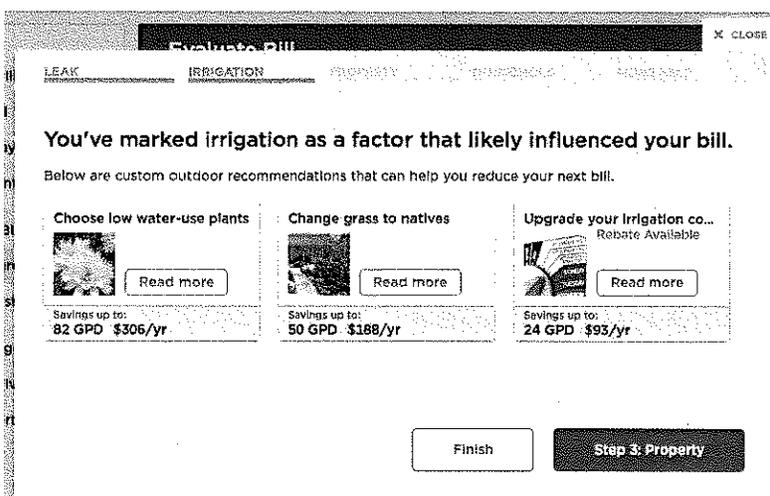
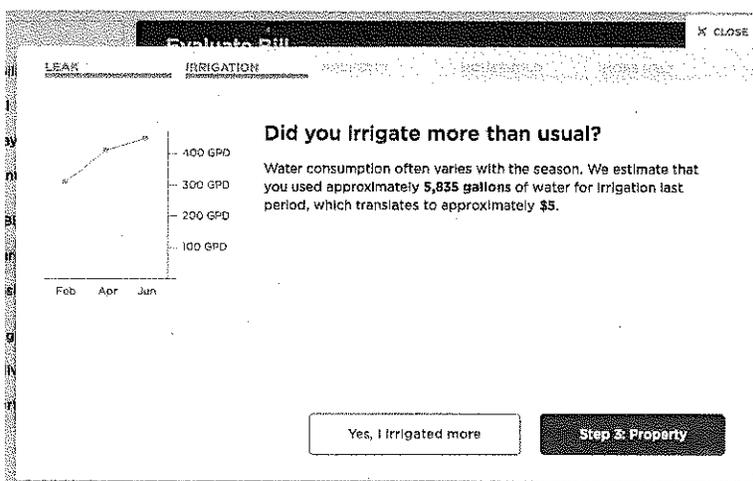
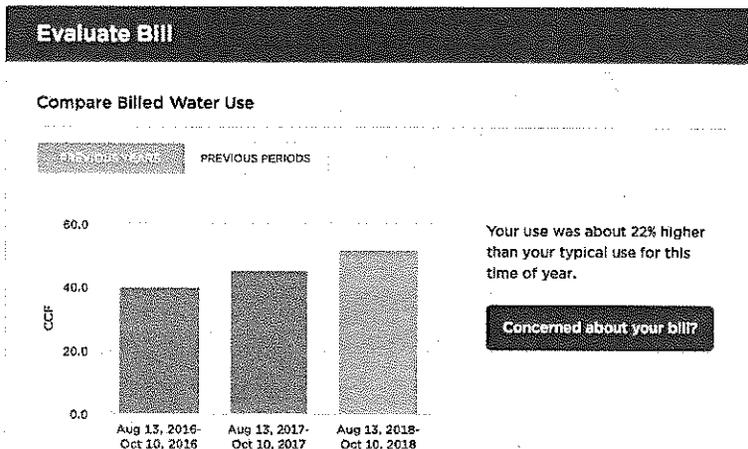
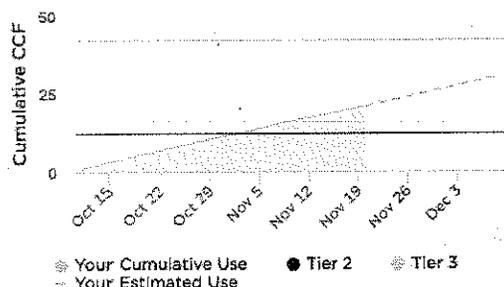


Figure 20: Bill Forecast Chart in the Customer Portal

Your Use This Billing Period



You've used 20.69 CCF this billing period
 At this rate we estimate you'll use about 30 CCF total, which puts you in Tier 2 rates. These estimates are informational only.

[Set use notifications](#)

Figure 21: Customer Leak Alerts and Resolution

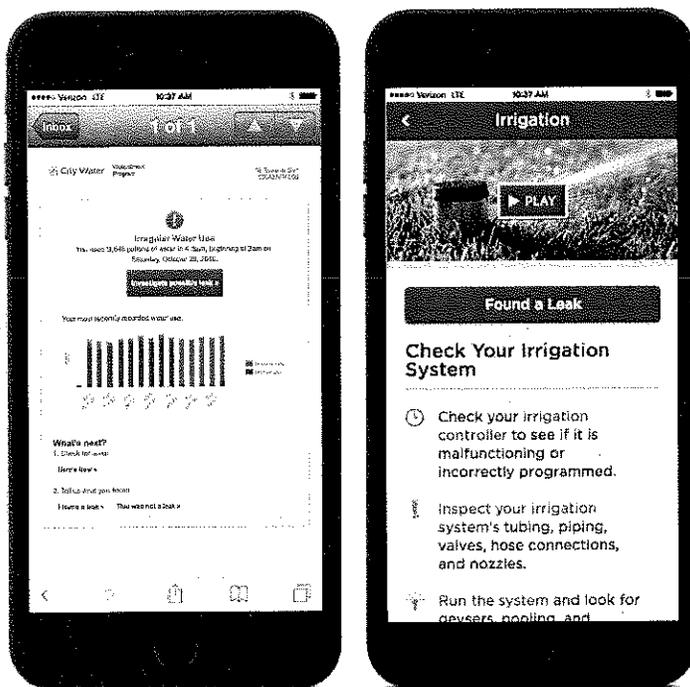


Figure 22: Bill Presentment in the Customer Portal

City Water WaterSmart Program April Showers ▾

Home Billing Track Take Action Settings

Payment
View Bill
Pay Bill
AutoPay
Settings
Manage Payment Options

View Bill

\$108.49
Due Jan 14, 2017
Account 906910329601 balance as of Dec 15, 2016 at 6:00am

View Bill Pay Bill

Billing History

Date	Type	Amount
Dec 23, 2016	Payment	-\$145.05
Dec 15, 2016	Bill	\$253.54
Oct 10, 2016	Bill	\$145.05
Sep 13, 2016	Payment	-\$161.22

View

View Bill

\$108.49
Due Jan 14, 2017

Pay Bill

Account 906910329601 balance as of Dec 15, 2016 at 6:00am

Dec 23, 2016 Payment	-\$145.05
Dec 15, 2016 Bill	\$253.54
Oct 10, 2016 Bill	\$145.05
Sep 13, 2016 Payment	-\$161.22
Aug 12, 2016 Bill	\$161.22
Jun 30, 2016	

Figure 23: Embedded Payments with Invoice Cloud (optional)

City Water WaterSmart Program English My Account

Home Billing Track Take Action Services & Forms Settings

You are enrolled in AutoPay [Manage AutoPay](#)

Payment

- View Bill
- Pay Bill
- AutoPay
- Payment Methods
- Scheduled Payments
- Evaluate Bill
- Compare Bill
- Forecast Bill
- Bill Settings
- Bill Delivery Method
- Pay by Text
- Bill Alerts

Pay Bill

Open Invoices

Select	Summary
<input checked="" type="checkbox"/>	<p>38613909 Due on 12/30/2016 Balance Due:(\$28.13)</p> <p>View Invoice Payment History Adjustment History Scheduled Payment History Remind Me</p>

[Pay Selected](#)

Payment Methods

Manage your Payment Methods

[Add New Credit Card](#)
[Add New Bank](#)

Saved Payment Methods

Summary	Edit	Delete
XXXXXXXXXXXX1111 Expires 1/2021	Edit	Delete
XXXXXXXXXXXX5555 Expires 1/2018	Edit	Delete
XXXXXXXXXXXX4444 Expires 11/2021	Edit	Delete

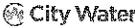
Bill Delivery Method

Paperless

Going Paperless saves time and money by eliminating the need for paper printing and mailing of invoices and payments. Need help with this feature?

Type	Yes	No	Status
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Resend Cancel Pending Registration

Figure 24: Sample Print Leak Alert (optional)



WaterSmart Program
123 Main St
Anytown, USA

SERVICE ADDRESS: 456 Washington St.
ACCOUNT NUMBER: 23873124-01

VIEW YOUR WATER USE
citywater.watersmart.com

415.555.5555 info@citywater.com

RECIPIENT ADDRESS
WILL AUTOMATICALLY
BE PRINTED
IN THIS POSITION

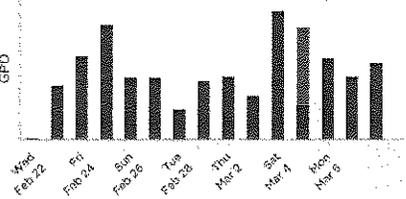




Irregular Water Use Detected

On March 6, our automated system detected a use of 830 gallons in 6 hours, beginning on **March 5, 2017**.

● Normal use ● Possible leak



GET FASTER ALERTS

citywater.watersmart.com

Account Number: XYZXYZ
Zip Code: 98765

Register on the WaterSmart Portal and we'll email you the next time we spot irregular use. Text messaging is also available.

Insert variable text about leak response information. Insert variable text about leak response info. Insert variable text about leak response info.

LEAKS 101

The most common causes of irregular water use are easy to find and fix. For more detailed tips, log on to watersmart.com/LeakCheck.



Running Toilets
Listen for running water or do a dye test. Check the flapper and the float valve.



Irrigation
Check your controller settings. Inspect your system for breaks or excessively damp areas.



Pipes & Fixtures
Look for wet spots near your faucets, showerheads, and water heater, and behind appliances.

A free service offered by your water utility and powered by WaterSmart Software®

APPENDIX C: WATERSMART DATA FILE SPECIFICATION

Utility Data File Specification

April 2019
Version 3.3



20 California Street, Suite 200
San Francisco, CA 94111



415.366.8622



watersmart.com



Table of Contents

Data Transfer Overview.....	48
Guidelines for success	49
Tips.....	50

All Utilities

File 1: Residence/Account File	53
File 2: Consumption File.....	55

Utilities with AMI

File 4: AMI Interval File.....	56
--------------------------------	----

Utilities with Bill Display

File 5: Billing File	57
File 6: Payment File.....	58
File 7: Current Balance File	58
File 8+: Bill PDFs.....	59

OPTIONAL: Files sent from Watersmart to utility

File 10: Phone Numbers.....	60
File 11: Email Addresses.....	61
File 12: Autopay Enrollees.....	61
File 14: Paperless Billing Enrollees	62

Data Transfer Flow Chart	63
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DATA TRANSFER OVERVIEW

There are three phases of data transfer from the utility to WaterSmart:

1. Sample File Transfer: An iterative process where the utility sends a sample of each file for WaterSmart to review in order to establish a consistent format.
2. Ongoing Data Transfer: An ongoing, periodic transfer of new data for ongoing program execution. These periodic transfers continue throughout the life of the program agreement.
3. Historical Data Transfer: A one-time transfer of historical consumption data for the initial program setup.

In addition, WaterSmart can transfer data captured via the Customer Portal to the utility (Files 10-13). This transfer should be set up before customers begin using the Portal and will occur via FTP, to be imported into the utility's relevant other systems.

This document contains specifications for the format and content of each data file that is used in the WaterSmart program. Additionally, this document has guidelines and tips for smooth transfers based on our experience working with many utilities. The required files are based on your utility's program specifications. Not all files are required, and not all files need historical data.

We would like to work with you to make sure this process is as easy as possible for you. Please contact the WaterSmart Software support team at support@watersmartsoftware.com or your Account Manager with any questions.

Sample Data File Transfer (Files 1 – 8)

- Transfer a representative sample of Files 1 & 2, as well as the relevant Bill Display files (Files 5-8) for your program
- Iterate with WaterSmart to validate and finalize the file format, data, extraction, and transfer process.

Ongoing Data Transfer (Files 1 – 8)

- Create process and begin to transfer Files 1 – 8 on a regular cycle. WaterSmart encourages utilities to automate this data transfer process whenever possible. WaterSmart recommends that data be sent daily whenever possible in order to avoid data issues and delays and ensure that the WaterSmart data and account information are consistent with the utility's. If that is not possible, the following data transfer schedules are encouraged:
 - File 1 (Account) – Weekly but it can be less frequent than consumption data transfers.

- File 2 (Consumption) – Daily or weekly, unless billing only occurs once per month or once every other month. When setting up this extraction, the utility should include the current period and one to two periods prior to ensure that there are no gaps in data and that any mistakes are corrected.
- REQUIRED FOR AMI – File 4 – (AMI Interval) Daily or more frequently
- IF BILL DISPLAY IS BEING IMPLEMENTED – File 5 - 8 (Billing, Payments, Balance, & PDFs) – The frequency of data transfer will depend on a utility's billing cycle. For example, a utility that bills some subset of customer meters each day is encouraged to transfer all files to WaterSmart on a daily basis. A utility that bills only on the last day of the month would send files 5, 6, and 8 to WaterSmart monthly, and file 7 daily.

Historical Data Transfer (File 2)

- Make a one-time transfer of historical File 2, for all active customer accounts, with 2-5 years of history. If your historical data is stored in a different format than current consumption data, discuss with your WaterSmart data engineer –we can often accept the historical consumption data in a different format than the ongoing data. If you can only access one year of historical data, please let us know that as well.
- *(Optionally, you also can send a one-time transfer of 2-5 years of historical data for billing and/or payment data, Files 5 and/or 6. This must be in the same format as the ongoing file transfers.)*

GUIDELINES FOR SUCCESS

Process Automation

After the initial transfer of historical consumption, the utility must develop processes to ensure consistent and timely data transfer to WaterSmart. This process allows WaterSmart to deliver the most up-to-date service to customers. WaterSmart encourages as much automation in the data transfer as possible, although some utilities do transfer data manually.

Frequency

The frequency of data transfer will depend on a utility's meter reading and billing cycle. For example, a utility that reads/bills some subset of customer meters each week is encouraged to transfer data to WaterSmart on a weekly basis. A utility that reads meters and bills only during the last week of the month would send data to WaterSmart monthly. In general, WaterSmart encourages daily data transfers, which we've found helps to avoid delays and allows the teams to identify and address data issues earlier and ensures that the data accessed by staff and customers reflect most recent updates such as move ins, name changes and more.

Reproducibility

WaterSmart's processes depend on workflow automation. After the historical data transfer phase, it is important that the format of the files remain unchanged from one transfer to the next for the duration of the program. This includes both file names (with the only change being the date, if that is part of the file name) and the fields in the file.

Delivery and Security

We ask that utilities transfer all customer data via Secure FTP. Email is **not** secure and does not support automation. WaterSmart has helped many clients set up a Secure FTP connection and we are happy to walk you through this process.

File Names

Please name files according to the specification. File names determine WaterSmart's automation path. Using the date in the filename helps track file delivery. **Please do not use spaces in filenames.**

Headers

All files should include a header row. This facilitates automated testing for accidental changes in the file formats and facilitates stabilization of the files.

File Formats and Delimiters

Data should be in CSV (,), tab-delimited (\t), or pipe-delimited (|) format. If the format is comma-separated (CSV), fields that themselves contain commas must be in quotes. Individual fields should not contain new-line characters. **Data should not be delivered in Excel format.** Excel is not a native readable format (without the application). In addition, Excel often causes issues with items such as leading zeros and non-standard date formats. If data exists in .xml or other non-csv format, please discuss this with your WaterSmart representative.

Class Code

Before sending your data to WaterSmart, make sure that Single Family Residential (SFR) and non-SFR accounts (e.g. Multi-Family Residential (MFR), Commercial) have the correct class identification. Often, non-SFR accounts, such as HOAs, do not have a class identifier or they have the same identifier as SFRs. When this happens, non-SFR accounts appear as SFR data in our system and the utility-facing Dashboard. This affects the accuracy of the analytics and reports provided to you and your customers.

Service and Mailing Address

Before sending data to WaterSmart, check that the address fields being pulled are complete. Commonly missing fields include PO Boxes, Care-of lines, apartment numbers, etc.

TIPS

WaterSmart has worked with many different utilities to bring on their data, and each has their own challenges. The following tips are meant to help this process go as smoothly as possible.

Validate the ENTIRE process on a small, representative sample before extracting the full set of data.

Pick a handful of accounts and extract the account data and consumption data. Hopefully, this can be done very quickly. Send it to WaterSmart, and we'll have a quick back-and-forth until we have found a format that works well for everyone before you return to the extraction of full data sets that may take hours to complete.

Make the format for the historical files (File 2 - Consumption) identical to that of your planned ongoing files.

While we do not require this, more often than not it will save you time. This way, you can re-use your ongoing data extraction script for historical extract (or vice versa) rather than having to write a new one.

Extract only "Active" accounts when pulling consumption history.

When you pull history, limiting to active accounts will greatly reduce the set of data with which you are operating. Many utilities have an explicit status on their accounts, while other systems imply Active/Inactive by checking existence of recent history. Depending on the level of database access you have, you may wish to start the process by generating a temporary table of the usable accounts and indexing it for performance. *Note: If filtering the accounts by status is difficult for you, skip it—we can take Inactive accounts too. Remember to pull both active and inactive accounts for the ongoing consumption files.*

The number of files used to transfer the historical consumption data is not important.

Depending on your system, it might not be practical or prudent to try to extract a single historical consumption file. Each system has a different performance-preferred method for extracting the data. For example, you might generate one file per historical year, one file per historical month, one file per zip code or meter-route, or even one file per account; we can work with anything.

If a field we request is extremely difficult for you to get, let us know and move on.

We can discuss the necessity of that field, the challenge you face, and potential workarounds, at a later date.

Be aware of these "simple" formatting issues that often cause parsing errors

- If you are using a CSV file format, text fields that have commas but are not enclosed in quotes can cause confusion (e.g., name and address fields) when being loaded into our system. If you are making a CSV file, you can enclose every field in quotes.
- Zip codes with leading zeros often are transferred without the leading zero.

As an alternative to custom extraction scripts, look for canned reports or files you already are generating for other purposes.

Some utility partners have found that their billing and/or customer information system software includes canned reports that already provide the consumption and account data that WaterSmart needs. It is fine if there are extra fields in such a report - WaterSmart disregards that data when importing the needed data fields. In that case, no scripting is needed - so it minimizes any work needed on the utility's end. If this option is used, the utility will need to include a mapping file to indicate how the headers in the canned report correspond to the names of the fields in WaterSmart's file.

Other utilities who have difficulties extracting an ongoing consumption file have found that a report they already send to their bill printer contains the information that WaterSmart needs. Please discuss this option with your WaterSmart representative.

Too much data is always better than not enough!

Don't worry about data overlap! Our system is configured to drop duplicate data. In fact, it's usually better to send redundant data because it ensures that any previous gaps that may exist will be filled in.

We hope these tips help and we look forward to continuing the conversation.

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FILE 1: RESIDENCE/ACCOUNT FILE**REQUIRED – FOR ALL UTILITIES**

Name: YYYYMMDD_acctinfo_*.csv

Example: 20130805_acctinfo_<utility-name>.csv

Note: This is an example of a standardized account file format. This format and the field names may differ as a result of the utility relationship mapping between person, premise, and account. Please discuss your utility model with WaterSmart before beginning. Note: If you are including the "status" field, pull both active and inactive accounts and include these in the ongoing file.

Field	Description	required/optional
account_number	utility account number	required
customer_code	a utility identifier representing the payee	optional
premise_code	a utility identifier representing the premise	optional
class_code	A utility identifier for the class of account or rate such as single-family residential, multi tenant, irrigation only, large commercial, small business, industrial, etc. May be separated into more than one field such as class_code and fee_code depending on utility's system.	required
customer_type	Information on whether the customer is a renter, owner, HOA, etc.	optional
group_id	Unique identifier for accounts that are part of a group of accounts that are associated with the same bill payer or property manager. Examples: a group of irrigation meters within an HOA or commercial property, or a chain of fitness centers. Required for group functionality.	optional
group_name	Descriptive text to identify the group. Alphanumeric.	optional
route	utility route location	optional
billing_cycle	block of time during the billing cycle in which this customer gets billed	optional
pressure_zone	utility pressure zone	optional
status	'active' or 'inactive' at the account level	recommended
service_address_line_1	property street address	required
service_address_line_2	secondary address like "unit 2, apt b"	required
service_address_city	property city	required
service_address_state	property state	required
service_address_zipcode	property zipcode	required
service_address_latitude	property latitude	optional
service_address_longitude	property longitude	optional
service_units	number of units in a multi-tenant building	optional
irrigable_area	sqft of irrigated area	optional

lot_size	Sqft of lot	optional
number_occupants	number of occupants at residence	optional
service_occupant_name	occupant name at service address	required
service_occupant_first_name	utility split first name	optional
service_occupant_last_name	utility split last name	optional
service_occupant_email	if utility has email	required
service_occupant_phone_1	If utility has phone numbers	recommended
service_occupant_phone_2	if utility has multiple phone numbers	optional
mailing_address_line_1	mailing address if different (used for HWR)	required if different
mailing_address_line_2	mailing address if different (used for HWR)	required if different
mailing_address_city	mailing address if different (used for HWR)	required if different
mailing_address_state	mailing address if different (used for HWR)	required if different
mailing_address_zipcode	mailing address if different (used for HWR)	required if different
mailing_address_country	mailing address if different (used for HWR)	optional
mailing_name_line_1	name if different (used for HWR)	required if different
mailing_name_line_2	Secondary name (such as "care of" or "attn.")	required if different
mailing_first_name	name if different (used for HWR)	required if different
mailing_last_name	name if different (used for HWR)	required if different
mailing_email	name if different (used for HWR)	required if different

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**FILE 2: CONSUMPTION FILE
REQUIRED – FOR ALL UTILITIES**

Name: YYYYMMDD_ch_*.csv

Example: 20130805_ch__<utility-name>.csv

Field	Description	Required/Optional
account_number	Utility account number	required
premise_code	Premise identifier	optional
meter_id	utility meter id	recommended
meter_size	meter size	optional
read_date	date of meter read	required
period_length	number of days in this reading period	optional
current_meter_read	meter read value	recommended (req w/o consumption)
previous_meter_read	previous meter read value	recommended (req w/o consumption)
consumption	volume of water used during read period	required (opt w/ meter reads)
consumption_units	units of consumption (gallons, 1000s, ccf)	optional if universal for utility
multiplier	Multiplier to use if different meters measure in different units	recommended
read_code	additional info (misread, estimated, open, close)	optional
allocation	volume of water allocated/budgeted	required for allocation/budget
allocation_units	units of allocation/budget	optional if same

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**FILE 4: AMI INTERVAL FILE
REQUIRED – FOR AMI UTILITIES**

Name: YYYYMMDD_ami_*.csv

Example: 20130805_ami_<utility-name>.csv

Note: The AMI interval file or files are typically provided directly by your AMI network vendor. Review with WaterSmart what APIs or transfer protocols are available and the relevant licensing arrangements. Often, the data in the table below are provided in two separate files: (1) AMI interval file; and (2) meter mapping file. If the AMI interval file contains meter identifiers (e.g., meter number, endpoint ID number) but not account numbers, a mapping of meter identifiers to account numbers will need to be provided in a separate meter mapping file. If no time zone is included in the file, that information will need to be confirmed with WaterSmart separately.

Field	Description	Required/Optional
account_number	Utility account number	required
meter_id	Identifier for the physical meter	recommended
timestamp	Date and time of read	required
timezone	Time zone, incl Daylight Savings	required
consumption	Volume of water read for interval	required
consumption_units	Units of volumetric consumption	optional
current_meter_read	meter read value	optional
multiplier	Multiplier to use if different meters measure in different units	optional
read_code	Any special read notes	optional

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FILE 5: BILLING FILE REQUIRED FOR BILL DISPLAY

The billing-related files you send (files 5-8) will depend on what you wish to display in the Customer Portal:

- To show a single billed amount and due date for each bill: Send File 5 at the frequency with which you bill.
- To show a single billed amount and due date for each bill, as well as the bill PDF: Send Files 5 and 8 at the frequency with which you bill.
- To show daily payments and / or account balances: In addition to File 5, send File 6 and / or File 7 daily. Note: if your contract includes SSO with your online payments provider, it is not recommended to include payments or account balances, due to lags in data transfer and the potential for discrepancies in the information displayed.

Name: YYYYMMDD_billinginfo_*.csv

Example: 20160805_billinginfo_<utility-name>.csv

Note: This is an example, standardized account file format. This format and the field names may differ. Please discuss your utility model with WaterSmart before beginning.

If customers will be paying their final bill through the Portal, we will need to receive both balance and payment information for inactive accounts.

Field	Description	Required/Optional
bill_id	Your internal identifier for this bill	optional
account_number	Utility Account Number	required
bill_date	The date the bill was created	recommended
billing_period_start_date	The date the billing period began	optional
billing_period_end_date	The date the billing period ended	optional
due_date	The due date of the bill	required
total_due	The total amount due by the due_date	required
prior_balance	The prior balance of the account as of the bill_date	optional
current_charges	The current charges, not including any prior unpaid bills or fees	optional
bill_type	The type of bill. Ex. Closing bill, Adjusted bill, (regular) Bill	optional
document_id	Identifier to map the PDF of the bill to this bill data	Required only if sending bill PDFs

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FILE 6: PAYMENT FILE

OPTIONAL (Required to display payment information; not recommended if SSO with your online payment vendor is contracted)

Name: YYYYMMDD_paymentinfo_*.csv

Example: 20160805_paymentinfo_<utility-name>.csv

Field	Description	Required/Optional
payment_id	Your internal identifier for this payment	optional
account	Utility Account Number	required
payment_date	The date the payment was received	required
payment_time	The time the payment was received	optional
post_date	The date the payment cleared and was posted to the account	optional
post_time	The time the payment cleared and was posted to the account	optional
payment_method	The method (check, credit card, etc) used	optional
amount	The amount of this payment	required

FILE 7: CURRENT BALANCE FILE

OPTIONAL (Required to display current balance information; not recommended if SSO with your online payment vendor is contracted)

Name: YYYYMMDD_current_balance_*.csv

Example: 20170305_current_balance_<utility-name>.csv

The Current Balance File helps WaterSmart determine how much the customer currently owes, which is displayed on the Customer Portal, Utility Dashboard, and in Bill Reminder notifications. This file may be sent daily or more frequently.

Field	Description	Required/Optional
account_number	Utility Account Number	required
total_due	The total amount of the current balance	required
due_date	The due date of the current balance	required

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FILE 8+: BILL PDFS**OPTIONAL****REQUIRED – IF PAPERLESS BILLING LICENSED or IF YOU WISH TO DISPLAY BILL PDFs****Name: YYYYMMDD_id*_* .pdf****Example: 20130805_id123456__<utility-name>.pdf**

For automation purposes, WaterSmart can work with either bill PDFs as separate files – one per account with the document ID (see File 1: Billing File) identified in the file name – or a single file with all the PDFs, as long as the PDFs in the single file all are the same number of pages. This file may be available directly from your bill provider.

Review with WaterSmart what APIs or transfer protocols are available and the relevant licensing arrangements.

Note: If all images are in one file, you would not have a bill document id number following the letters "id": e.g., 20180805_id_* .pdf_

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OPTIONAL: FILES SENT FROM WATERSMART TO UTILITY

WaterSmart can automatically push files from the Utility Dashboard to the FTP server at a schedule of your choosing. These files are in .csv format and include information entered by customers directly into the WaterSmart Customer Portal, as well as analytics. A description of some of the commonly requested files is listed here.

FILE 10: PHONE NUMBERS**OPTIONAL**

Name: [utility] - Phone Numbers MM.DD.YY.csv

Field	Description
Meter Class	The code under which the account is classified in WaterSmart, such as SFR, MFR, Commercial, etc. Each of these classes are mapped to class identifiers within the utility system (done as part of initialization)
Name	Occupant name at service address
Service Address	Property street address
City	Property city
Zip Code	Property zip code
Account Number	Utility Account number
Phone Number	Phone number in WaterSmart system
Date Provided	Date provided to WaterSmart
Status	Deliverable or Invalid
SMS Enabled	Whether phone number is able to receive text messages (validated through Twilio)
Date Validated	Date WaterSmart checked validity
Best Voice	WaterSmart uses Twilio to determine which phone number is the best to receive voicemails (e.g., landlines)
Best Text	WaterSmart uses Twilio to determine which phone number is the best to receive text messages (e.g., mobile phones)
Updated By	Dashboard user who updated phone number
Updated Via	Channel through which phone number updated (Utility Data Feed, Utility Dashboard, Portal)
Terms of Service Accepted	Whether or not the terms of service were accepted by customer at time of phone number update

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FILE 11: EMAIL ADDRESSES**OPTIONAL**

Name: [utility] - Email Addresses MM.DD.YY.csv

Field	Description
Meter Class	The code under which the account is classified in WaterSmart, such as SFR, MFR, Commercial, etc. Each of these classes are mapped to class identifiers within the utility system (done as part of initialization)
Name	Occupant name at service address
Service Address	Property street address
City	Property city
Zip Code	Property zip code
Account Number	Utility Account number
Email	Email address in WaterSmart system
Date Provided	Date email address was first entered in WaterSmart system
Source	Where email address came from such as utility (via regular data feed), customer (entered via the Portal), or Utility Dashboard (entered by utility staff in the WaterSmart Dashboard)
Email Status	Deliverable or undeliverable

FILE 12: AUTOPAY ENROLLEES**OPTIONAL**

Name: [utility] - Autopay Enrollees MM.DD.YY.csv

Field	Description
Meter Class	The code under which the account is classified in WaterSmart, such as SFR, MFR, Commercial, etc. Each of these classes are mapped to class identifiers within the utility system (done as part of initialization)
Name	Occupant name at service address
Service Address	Property street address
City	Property city
Zip Code	Property zip code
Account Number	Utility Account number
Email	Email address in WaterSmart system
Date Provided	Date email address was first entered in WaterSmart system
Source	Where email address came from such as utility (via regular data feed), customer (entered via the Portal), or Utility Dashboard (entered by utility staff in the WaterSmart Dashboard)
Email Status	Deliverable or undeliverable

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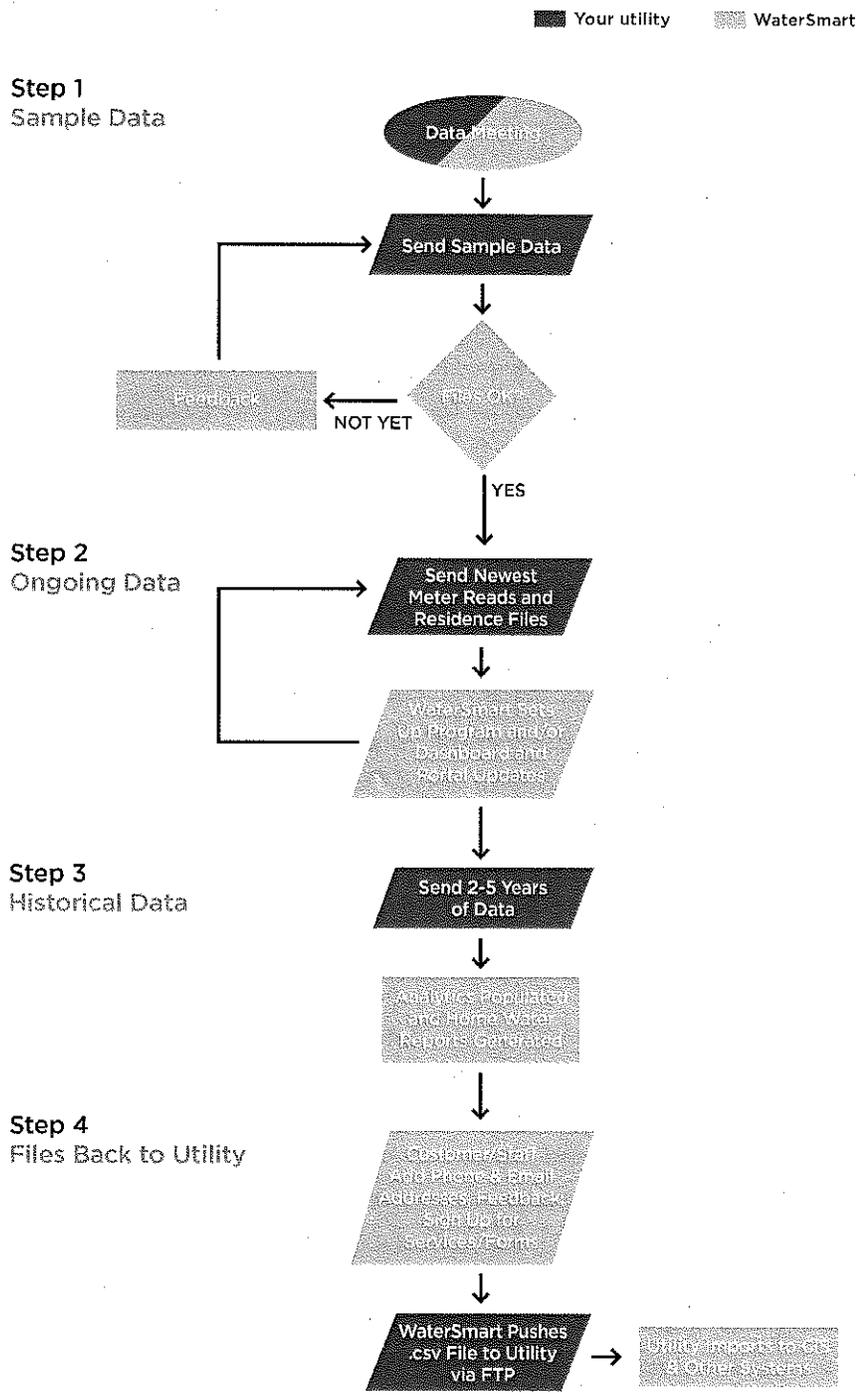
FILE 13: PAPERLESS BILLING ENROLLEES**OPTIONAL**

Name: [utility] - Paperless Billing Enrollees MM.DD.YY.csv

Field	Description
Meter Class	The code under which the account is classified in WaterSmart, such as SFR, MFR, Commercial, etc. Each of these classes are mapped to class identifiers within the utility system (done as part of initialization)
Name	Occupant name at service address
Service Address	Property street address
City	Property city
Zip Code	Property zip code
Account Number	Utility Account number
Email	Email address in WaterSmart system
Date Last Bill Sent	Date the most recent paperless bill was sent by WaterSmart
Last Read Date	Most recent meter read in WaterSmart system
Enrollment Date	Date when customer enrolled in paperless billing
Status	Active or inactive customer
Enrollment Status	Enrolled or not enrolled

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DATA TRANSFER FLOW CHART



APPENDIX D: WATERSMART DATA AND SECURITY POLICY

WaterSmart Data and Security Policy

Updated: November 2018

A. Risk Management

1. WaterSmart's IT Risk Governance

WaterSmart strives to strike a balance between opportunity and risk for our business, while minimizing risk for our customers. We govern based on best practices extracted from various frameworks. During our regular prioritization meetings, we discuss the company's appetite for risk and assess each potential initiative with respect to IT concerns. Example of the risks assessed might include: late-delivery risk, compliance risk, architecture/flexibility risk, data security risk, or service risk. These sessions often include risk review with the goal of understanding the business impact of a given scenario.

2. WaterSmart's IT Risk Life Cycle

As described above, we identify the value of business propositions, identify the risks, and assess the risks. If the project goes forward, the IT team is responsible for developing a response to any potential risk, implementing it, and monitoring the response/control/measure for its effectiveness. We often iterate on and improve risk responses over time to continually minimize risk as new information, ideas, or technologies become available.

B. Information Security Policy

1. WaterSmart's Information Security Policy

WaterSmart's Information Security Policy establishes a framework for managing risk in accordance with business requirements. At the core of our policy, we focus on:

- Tight access control, ensuring only approved users are granted appropriate access
- Encryption in transfer, to keep data secure as it flows in and out of system boundaries
- Encryption at rest, to keep data secure as it remains within our system boundaries
- Partnering with best-in-class cloud vendors for asset management and physical & environmental security

- Automation for change-management accuracy
- Daily backups with geographically distributed, redundant encrypted storage
- Documentation for business continuity
- Human resources security, to ensure all necessary controls on employees
- Policy creation, maintenance and review

Specific aspects of WaterSmart's Information Security Policy are documented in our secure online repository. We continuously update and maintain our documentation when new business requirements or risks are surfaced. As a whole, Security Policy is reviewed with each new customer; any suggested policy improvements are documented and prioritized within our project prioritization framework.

C. Information Security Organization

1. Dependent Service Providers

Our company carefully reviews all cloud service provider partners for their security. We only select vendors with high standards regarding security, privacy, and disaster preparation. We select best-in-class vendors with multiple 3rd party verifications; for example, Amazon Web Services (AWS) for servers and networking, SendGrid for email delivery, and Twilio for telecommunications. The verifications and certifications of our vendors are publicly available for inspection.

D. Physical and Environmental Security

1. Physical Controls

WaterSmart's servers are deployed in the secure AWS Cloud. Physical security includes state-of-the-art building access controls, video surveillance and 24x7 onsite security. AWS's facilities and security procedures are regularly subject to independent 3rd party reviews and certifications including but not limited to ISO27002 and SOC1/2/3.

2. Environmental Controls

Our servers are connected to multiple high-performance networks, uninterruptible power supplies, backup diesel generators and fire-safety systems. A full-time, on-site operations staff addresses any hardware problems.

E. Operational Security

1. WaterSmart's operational controls

Operational controls include strict access control, encryption in transit and at-rest, precise firewall configuration, access logging, application logging, real-time server metrics collection and graphical display, multi-tenant data segregation, intrusion detection, aggressive backup policy, process automation, development and production environment separation, documentation, and change-control.

Furthermore, all data transmitted between WaterSmart and a customer or cloud partner is always transferred in an encrypted fashion, using either SSL, SSH, PGP, or TLS as appropriate for the channel.

Data files delivered by utility partners are immediately encrypted and remain encrypted while within system boundaries. Personally Identifiable Information (PII) that is stored within our databases is encrypted at rest.

2. WaterSmart's monitoring of system and network activity

All access to servers, as well as to customer-facing products, is logged. System activity logs are collected in real time and displayed graphically in our operational dashboard. Our operational alert framework analyzes system data and is configured to send instant alerts to the IT team at various thresholds.

3. Intrusion detection methodology

Our servers are only accessible via individual SSH public/private key pair, and no access is allowed via password. Only members of the IT team have access to their private keys; and keys may be revoked at any time. Our alert framework monitors all access and reports immediately if it sees an unknown user. The intrusion detection framework also geolocates the IP address of each connection and alerts on any geographic anomalies. We also analyze for time-of-use anomalies, and alert on any access outside of the usual clock-pattern of access.

4. WaterSmart's data backup and restoration process

We backup all critical system configuration data and all multi-tenant customer data daily. The data is PGP encrypted and then transferred via SSL to our Cloud Files storage area within the secure Amazon Web Services Cloud. Our restoration procedure is carefully documented in our operations guide; it involves downloading a specific backup and installing it as needed. The restoration process is practiced routinely. We employ a cascading fade-out backup storage scheme in which we keep daily backups for 30 days, and transition older backups to weekly or monthly snapshots. We also maintain a hot-failover backup system that is primed daily to serve product via DNS swap.

5. WaterSmart's change control process

We develop software in an agile/scrum method. On a weekly or bi-weekly basis, all requested changes are documented in our issue-tracking/scrum system. All data-related or operational changes are included in this change-request process. Data and operational changes are made only by script automation. Once changes are committed with comments to our secure source code repository, the changes are pushed to our development/test environment where they are validated. All validated changes are deployed to our live environment on-demand via automation from our repository.

F. Access Control

1. WaterSmart's access control policy

Access to servers and data by WaterSmart employees is granted only on as-needed basis, and only by individual, revocable SSH public/private key-pairs. Authorization is never granted via password or by shared key. Role-based access control (RBAC) is implemented to regulate access to computer and network resources based on the roles of individual users within the WaterSmart organization.

Editorial rights to content used in our application require an individually provisioned, revocable SSL Certificate on the physical machine of the employee.

Each new employee signs a Non-Disclosure Agreement and is subject to a background security check. We maintain written de-provisioning procedures to universally withdraw access from individuals who no longer require data access.

2. WaterSmart's privilege delegation and separation of duties policy

Group-level RBAC is used to handle privilege delegation. Some employees may have administrator rights, while others are read-only, or some have no access at all.

3. WaterSmart's inactive accounts and access revocation policy

Written procedures are followed to withdraw access from an inactive account or terminated employee. This includes but is not limited to SSH key removal, SSL certificate revocation, user deletion, and de-provisioning of all cloud-based services.

G. Software Development and Maintenance

1. WaterSmart's Software Development Lifecycle

WaterSmart is on a continuous release cycle with minor updates and improvements to the product released on a daily or weekly basis. As a hosted software as a service product all versions are the most current.

2. WaterSmart's application vulnerability assessment methodology

Application Vulnerability is handled proactively by employing best-practice authentication technology, web application frameworks designed to eliminate cross-site or injection attacks, and most importantly, code review. All code added to our secure repository triggers our code-review automation, in which code-differences are highlighted and distributed to peers in the engineering team for review.

3. WaterSmart's application and system patching strategy.

As a web application company, we have almost no barrier to application patching. Any necessary changes are committed, tested, and rolled out to our multi-tenant infrastructure as required via an automated process that cleanly shuts-down, deploys and restarts the necessary applications. Customer-facing products enter maintenance mode during the procedure. An application deploy, on average, takes less than 30 seconds.

System level patching, including OS upgrades, occurs on an as-needed basis for critical issues and approximately quarterly for enhancements. All patching occurs first in our

development and test environment. After the development patch, we complete a system-wide smoke test of our applications and infrastructure. Subsequently, we begin our production patching procedure with a full image clone of each virtual server to be upgraded, followed by the patch and test cycle.

We run only Long Term Support (LTS) versions of Linux Ubuntu on our servers, in an effort to minimize vulnerability threats.

As a cloud services company with over 100 utility customers, we do security reviews many times a year during the contracting phase. Internally, the IT team formally reviews our system security on a quarterly basis; informally we do code-reviews and read technical and vulnerability blogs on a daily basis.

H. Incident management

1. WaterSmart's incident management program

We have a 5-step incident management program. After an incident identification, (1) incidents are assigned an incident manager responsible for responding to the incident in a timely manner and pro-actively communicating incident status to all relevant internal and external parties. (2) Incidents are documented via incident management form and permanently filed in our incident repository. (3) We identify and execute corrective actions. (4) We perform a root cause analysis. (5) We feed back lessons learned to the planning function team. Throughout the incident process, we maintain open lines of communication with our customers. WaterSmart also maintains a breach response plan intended to govern the organizational structure and response in the unlikely event of a data-breach incident. This policy is available upon request.

I. Business Continuity

1. WaterSmart's Business Continuity program

WaterSmart takes several approaches to business continuity beginning with our decision to deploy image-based virtual servers in a cloud data center featuring multiple high-performance networks, uninterruptible power supplies, backup diesel generators, fire-safety systems, and a full time operations staff. New instances of our servers can be quickly deployed from bare metal via automation in case recovery is needed. We also

maintain documentation and test our failover procedure in which application hosting is switched from one cluster to another with minimal customer interruption.

From a business perspective, our organization is designed to operate in a distributed fashion making use of cloud technologies such as our secure cloud document silo, an online documentation repository, and a web-managed hosting environment. Employees have unlimited access to multiple communication channels including web-based chat and video presentment tools.

Most importantly, we rigorously maintain 'how-to' documentation for running our business smoothly in a repeatable fashion whether or not an emergency is at hand. Documentation is maintained in an editable, electronic format so it can be easily updated during trial or execution.

2. Business Impact Analysis

Our business recently completed a brief business impact analysis using the assets available and recommended by ready.gov.

3. Continuity Plan testing

Our continuity plan is continuously tested, on different frequencies. For example, server deployment procedures are used on a monthly basis, failover to secondary servers is tested annually, and 'work anywhere' business operations and communications are tested on a daily basis. Documentation is tested using a trade-off technique where the author passes the documentation to a second employee for validation.

J. DDoS Attack Mitigation

1. Detection

WaterSmart currently engages 24/7 monitoring of our website uptime from various access points around the globe. If an outage or latency issues is detected, our detection services immediately notify our operations team via two independent communication channels including mobile phone notification.

2. Vendor notification and partnership

In the event of a denial of service attack, WaterSmart will immediately coordinate with our hosting partner (AWS) in order to understand the magnitude of the problem as it affects their infrastructure, and identify resolution vectors. AWS's anti-DDoS arsenal includes network-level traffic analysis, server level anomaly detection, and possibilities for packet filtering and rerouting.

3. Elastic WebServer Provisioning

WaterSmart can create and deploy web servers with new external IP addresses at will. Our backstop procedure for DDoS mitigation is to deploy new web servers and reassign the public entry-point IP via a DNS change and propagation. DNS time-to-live (TTL) is set reasonably low to facilitate this type of migration.

K. Regulatory Compliance

1. WaterSmart's compliance with internal policies and standards

We regularly review our operating procedures against our organizational policies, including documentation execution 'practice sessions', maintaining a prioritization queue of desired improvements, and auditing our internal alerting and monitoring systems to make sure they are operating as expected.

We review legal requirements in the context of each Customer's contractual agreement with the help of internal counsel and the counsel of our customer-partners.

L. Privacy

1. WaterSmart's Privacy program

WaterSmart has a serious commitment to the privacy of our customer data. We do not share any personally identifiable data with anyone without the express consent of our customer. We do not store any billing data, financial data, or payment information. The

extent of what might be considered private data is customer name, address, account number, email address, and water usage.

Our information security practices address the privacy of data during its entire lifecycle: storage (encrypted at rest and SSH-based server access only), usage (end-user access via HTTPS and encrypted password), sharing (never), transferring (SSH encryption), securing (SSH), retention (backups PGP + HTTPS), and destruction (delete or return-to-customer).

APPENDIX E: LETTER OF SUPPORT FROM INFOSEND



July 12, 2019

Stan Balicki, Assistant Director of Public Works - Operations
Village of Downers Grove
5101 Walnut Ave.
Downers Grove, IL 60515

Re: Village of Downers Grove Water Utility Customer Portal RFP-0-44-2019/DC

Dear Stan,

InfoSend currently provides the Village of Downers Grove with the industry's leading data processing, printing, and mailing service. To extend and enhance these services, we recommend that the Village of Downers Grove select WaterSmart Software's customer engagement and analytics platform in order to deliver an easy-to-use and comprehensive service to the Village's utility customers.

This letter confirms that WaterSmart and InfoSend have a strong, collaborative partnership, and we can deliver an integrated Customer Portal and Payment Processing System for the Village of Downers Grove using single sign-on. If selected, WaterSmart can also retrieve archived bill images on demand and display them in the Customer Portal using the InfoSend API.

The WaterSmart + InfoSend integrated platform provides a secure, reliable, and seamless customer experience for Downers Grove account holders. Downers Grove utility customers can take care of all of their self-service needs in one place and with one login, including viewing and paying their bills electronically, receiving leak alerts to protect their property, understanding their hourly water use in a rich personalized context, automated paperless billing, and much more. The Village can enjoy higher adoption of electronic payments and a lower total cost of ownership.

We hope that the Village of Downers Grove will feel confident that a WaterSmart + InfoSend solution will deliver the best outcomes for the Village and the communities you serve. Please let me know if you have any questions.

Sincerely,

Russ Rezai, President
InfoSend
russ.r@infosend.com | 714.993.2690



20 California Street
 Suite 200
 San Francisco, CA 94111
 US

Customer Name Downers Grove IL, Village of
 Contact Name Nan Newlon
 Billing Address 5101 Walnut Ave.
 Downers Grove, IL 60515
 US
 Phone 630-434-5461
 Email nnewlon@downers.us

Quote Number 00000463
 Expiration Date 2/10/2020
Contract Effective Date: Utility's signature date below.
 Contract End Date 36 months from the Contract Effective Date
 Payment Terms Annually in Advance

Billing Contact: _____
 Email: _____
 Phone: _____

Prepared By Michelle Camp
 Email mcamp@watersmart.com

Product	Quantity	Sales Price	Total Price
WaterSmart Platform Set Up Fee	1.00	\$7,500.00	\$7,500.00
On-Site Training	1.00	\$5,000.00	\$5,000.00
Custom Services	1.00	\$5,500.00	\$5,500.00
Print Leak Alerts (Bundle of 1500)	4.00	\$1,350.00	\$5,400.00
WaterSmart Platform	17,000.00	\$2.00	\$34,000.00
Print Leak Alerts (Bundle of 1500) Renewal Year 2	4.00	\$1,350.00	\$5,400.00
WaterSmart Platform Renewal Year 2	17,000.00	\$2.06	\$35,020.00
Print Leak Alerts (Bundle of 1500) Renewal Year 3	4.00	\$1,350.00	\$5,400.00
WaterSmart Platform Renewal Year 3	17,000.00	\$2.12	\$36,040.00

Totals	
Software Recurring	\$34,000.00
Service Recurring	\$0.00
Services One Time Fee	\$23,400.00
Order Total	\$57,400.00

Renewals	
Year 2 Renewal	\$40,420.00
Year 3 Renewal	\$41,440.00

Comments

This legally binding Order Form is governed by the Agreement attached hereto made between WaterSmart Software, Inc. ("WaterSmart") and the Village of Downers Grove, Illinois ("Utility"), which are hereby incorporated into this Order Form by reference. The Agreement includes this Order Form, Utility's RFP, WaterSmart's Response to the RFP, and WaterSmart's Terms and Conditions. A Utility signature on the Proposal/Contract Form of the RFP constitutes acceptance of the terms of that Agreement, and the Utility signature date is the Contract Effective Date. In the event of a conflict between the Agreement and this Order Form, the Order Form shall control.

Optional Products

Utility has the option to add the following products by February 10, 2020 as follows:
 1) Customer Welcome Letters: \$1,350 per 1,500-Letter Bundle. Recommended qty = 11 1/3 Bundles (17,000 total Letters).



20 California Street
 Suite 200
 San Francisco, CA 94111
 US

Signatures

WaterSmart Software

Downers Grove IL, Village of

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Program At a Glance

Program Overview

Program Length 36 Months

Total Meters 17,000

Meter Data

AMI Yes

Electronic Bill Presentment & Payments

Bill Display Bill Amount Due and History

Paperless Billing No

Payment Website Integration Generic Link to Existing Payments Portal

Customer Letter

Customer Letter No

Dashboard and Portal

Utility Analytics Profiles for all accounts

Dashboard

Customer Portal Access for all accounts

Alerts and Notifications

Print Leak Alerts Yes

Water Reports

Water Reports No

Additional Services

On-site Training Yes

Premium Integration Description One-time import of AMI history since September 2017

Special Circumstances None



TERMS AND CONDITIONS

This agreement is made between WaterSmart Software, Inc. (“WaterSmart”), a Delaware Public Benefit Corporation, and the Village of Downers Grove, Illinois (“Utility”). In addition, for the protection of Utility and WaterSmart, certain customary legal terms are set forth below and on the “Software-as-a-Service Provisions” attached. This document, its incorporated attachments, the Village of Downers Grove’s RFP, WaterSmart’s Response to the RFP, and the Order Form are together referred to as the “Agreement”.

1. The term of the Agreement begins when signed by Utility and shall end 36 Months from such date if not extended as provided for herein.
2. Payment by Utility under this Agreement for the initial term specified above is outlined in the Order Form. WaterSmart shall invoice Utility upon signing of the Agreement and be compensated as set forth in the Order Form, and Utility shall pay invoices within 60 days of receipt.
3. WaterSmart is an independent contractor, and shall not be considered an officer, agent, or employee of Utility.
4. WaterSmart shall perform its services in a timely and professional manner consistent with standards generally and reasonably expected of software-as-a-service vendors serving water utilities in the United States. WaterSmart and its pertinent contractors have and shall maintain any applicable licenses or authorizations necessary to provide their services to Utility.
5. The Software-as-a-Service Provisions attached are incorporated by reference and include terms covering intellectual property rights, confidentiality, cooperation of the parties, limitation of liability, and certain other terms. Also included are terms applicable to bill payment, leak alert and group messenger services if such services are elected by Utility.
6. WaterSmart’s defense and indemnity shall be provided to the extent insurance proceeds are available from the insurance coverages required below; WaterSmart’s defense and indemnity liability is limited to such coverages. The foregoing general defense and indemnity provisions shall not apply to contexts excluded by other express terms of this Agreement.
7. If Utility elects to make available to its end users optional bill payment services offered by or supported by WaterSmart, which may or may not be integrated within WaterSmart’s electronic interfaces, Utility acknowledges that such services are provided directly

to Utility by a third party independent contractor. Such services shall not be supported by WaterSmart until Utility enters into a mutually acceptable commercial agreement directly with such third party which shall govern Utility’s rights and obligations with respect to such services. The indemnity provisions above shall not apply to bill payment services, and any indemnity for such services shall be provided by the referenced third party provider.

8. Unless otherwise specified, WaterSmart shall maintain the following policies of insurance in full force and effect during the term of the Agreement in the amounts shown below.

Commercial General Liability Insurance (policy as broad as the standard ISO form)	\$2,000,000 per occurrence / \$4,000,000 aggregate per policy
Professional Liability (errors and omissions)	\$3,000,000 per claim
Automobile Liability Insurance including hired, and non-owned vehicles	\$2,000,000 per accident
Workers’ Compensation	As required by statute

9. All insurance coverages of WaterSmart are primary insurance as to Utility.
10. Upon request by Utility, a certificate of insurance shall be promptly provided by WaterSmart confirming the coverages above.
11. WaterSmart shall comply, and upon request shall certify its compliance with, any conflict of interest avoidance requirements of Utility.
12. Upon or before external launch of WaterSmart’s services, Utility and WaterSmart shall cooperate to mutually approve a press release announcing the parties’ relationship. Each party may disseminate and display such press release and/or its contents, and may reference its relationship with the other party by name and display of the other’s logo, online and offline and in subsequent communications with third parties.
13. Utility may extend or expand the agreement beyond the initial term provided for above by signing a mutually acceptable Order Form prior to the expiration of the initial term.
14. This Agreement may be executed in counterparts. It states the complete agreement of the parties concerning its subject matter, and it may be extended or amended only in a writing signed by both parties.

IT IS SO AGREED.

WATERSMART SOFTWARE, INC
20 California Street, Suite 200
San Francisco, CA 94111

The Village of Downers Grove, Illinois
801 Burlington Avenue
Downers Grove, IL 60515

By: _____

Erik Andersen, Head of Sales

Date:

By: _____

David Fieldman, Village Manager

Effective Date:

Software-as-a-Service Provisions

BACKGROUND: WATERSMART's customer engagement and data analytics services are to be provided primarily by utilization of WATERSMART's proprietary software hosted on WATERSMART's computer systems and accessed by authorized users over the Internet. This is a shared cost software utilization model which enables customers to achieve substantial cost savings versus commissioning custom development of software or licensing software for installation and maintenance on customers' computer systems. Companies like WATERSMART are commonly referred to as "SaaS" or "software-as-a-service" providers. Certain supplemental provisions which are customary within the SaaS sector and essential to enabling WATERSMART's SaaS service model and providing substantial cost savings for Utility, are set forth below and incorporated by reference in the Agreement. Also included below are additional terms applicable to bill payment, leak alert and group messenger services if such services are elected by Utility.

A. WATERSMART's reservation of intellectual property rights WATERSMART has created, acquired or otherwise currently has rights in, and may, in connection with the performance of this Agreement or otherwise develop, create, employ, provide, modify, acquire or otherwise obtain rights in various inventions, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, software, applications, documentation, user interfaces, screen and print designs, source code, object code, databases, algorithms, development framework repositories, system designs, processing techniques, tools, utilities, routines and other property or materials, including without limitation any and all subject matter protected or which may be protected under patent, copyright, mask work, trademark, trade secret, or other laws relating to intellectual property, whether existing now or in the future, whether statutory or common law, in any jurisdiction in the world ("WATERSMART IP"). Utility acknowledges that WATERSMART owns and shall own all intellectual property rights in and to deliverables hereunder, the WATERSMART IP and derivative works of WATERSMART IP (whether independently or jointly conceived), regardless of whether or not incorporated in any print or electronic Water Reports, Customer Portal, Utility Dashboard, or other software or deliverable provided to Utility by WATERSMART, and that Utility shall acquire no right or interest in the same.

Utility agrees to assign, and hereby does assign, any right, title and interest in any suggestions, enhancement requests, or other feedback provided by Utility relating to services offered by WATERSMART. If and to the extent any such assignment is ineffective, Utility hereby grants to WATERSMART a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into its services any such suggestions, enhancement requests, or other feedback provided by Utility.

Subject to the foregoing, authorized employees and customers of Utility may during the term of the Agreement access and use the WATERSMART SaaS services, print and electronic Water Reports, Customer Portal, Utility Dashboard, Extended Messaging Services, other deliverables provided to Utility by WATERSMART, and applicable bill presentment services, each as so specified by the Scope of Work, for purposes of Utility's customer engagement program, customer billing, and for Utility's internal purposes, so long as Utility is current with respect to its financial and other obligations under the Agreement. Such authorization is limited to Utility's service territory and is non-exclusive, non-transferable, and non-sublicenseable. If Utility enters into an agreement with a third party contractor of WATERSMART related to bill payment services, the intellectual property provisions of such agreement shall apply with respect to intellectual property owned or controlled by such third party. Any rights not expressly granted herein are reserved by WATERSMART and its licensors.

B. Utility's cooperation in providing necessary inputs Deliverables to be provided by WATERSMART via its proprietary software require certain data from Utility. Utility shall provide WATERSMART with those data, records, reports, approvals and other inputs identified for Utility to provide in the Scope of Work or otherwise requested by WATERSMART. Utility shall ensure that such inputs are accurate and within Utility's legal rights to share with WATERSMART subject to the confidentiality and other applicable provisions of the Agreement. Time is of the essence, and Utility shall provide its inputs within the timeframes specified for Utility by the Scope of Work. If bill payment services are included in the Scope of Work, Utility shall cooperate with WATERSMART and its applicable third party partner(s) in timely providing the data, records, reports, approvals and other inputs requested for such services. WATERSMART shall not be responsible for delays outside WATERSMART's control, and deadlines for WATERSMART's performance

shall be adjusted, if necessary, to accommodate delays by Utility.

C. Confidentiality and WATERSMART's use of aggregated data All data, documents and other information received or accessed by one party ("Receiver") from the other party or its end users (collectively, "Discloser") for performance of this Agreement, including without limitation personally identifiable information and financial information, are deemed confidential. Such information shall not be used or disclosed by the Receiver without the prior written consent of the Discloser or owner (which may include without limitation consent by end users to share any information with additional users they authorize), except to the Receiver's employees and contractors on a need-to-know basis for performance of this Agreement with appropriate confidentiality protections. For this purpose, protected confidential information shall not include (i) information that, at the time of disclosure, is publicly available or generally known or available to third parties, or information that later becomes publicly available or generally known or available to third parties through no act or omission by the Receiver; (ii) information that the Receiver can demonstrate was in its possession prior to receipt from the Discloser; (iii) information received by the Receiver from a third party who, to the Receiver's knowledge and reasonable belief, did not acquire such information on a confidential basis from the Discloser; (iv) information the Receiver can demonstrate was independently developed by it or a third party; or (v) information that the Receiver is legally required or compelled by law or a court to disclose.

The foregoing confidentiality obligations are subject to the following clarification of the parties' rights and obligations with respect to aggregated and anonymous data. Utility hereby gives its permission to WATERSMART to use and disclose on an anonymous and/or aggregated basis (excluding any personally identifiable information) any data pertaining to Utility end customers and their water consumption, including without limitation derivative data and data combined with the data of other utilities, for purposes of project evaluation and any research, product development, marketing, or other legitimate business purposes. This Section C shall survive any termination or expiration of the Agreement. Each party shall post and comply with its applicable privacy policy.

D. Software corrections and third party acts; limitation of liability for SaaS services In the

event that WATERSMART's services fail to meet specifications or other requirements specified by the Scope of Work, Utility shall promptly notify WATERSMART and WATERSMART shall promptly correct any defect or substitute services, software, or products to achieve the functionality and benefits originally specified. If WATERSMART promptly makes such correction or substitution, WATERSMART shall have no further liability with respect to said defect(s), notwithstanding any other provision of the Agreement. All warranties not expressly stated in the Agreement are disclaimed. Utility understands that Utility's use of WATERSMART's services provided online may be interrupted by circumstances beyond WATERSMART's control involving third parties, including without limitation computer, telecommunications, network, Internet service provider or hosting facility failures or delays involving hardware, software, networks, or power systems not within WATERSMART's possession or direct control, and network intrusions or denial of service attacks (collectively, "Third Party Acts"). WATERSMART shall not be responsible or otherwise liable for any Third Party Acts, including, without limitation, any delays, failures, or security breaches and damages resulting from or due to any Third Party Acts, provided that WATERSMART has exercised due care. However, in the case of any Third Party Act which will delay or prevent WATERSMART from providing online services to Utility, WATERSMART will promptly notify Utility and assist in mitigating any impact. Neither party will be liable to the other, under any non-indemnity claim relating to this Agreement, for any indirect, incidental, exemplary, special, reliance or consequential damages, including loss of profits or loss of data, even if advised of the possibility of these damages. Under no circumstances or event shall WATERSMART's total cumulative liability for losses or damages of any kind arising under or relating to this Agreement and under any theory (contract, tort, defense and indemnity, or otherwise), exceed (i) the fees received by WATERSMART for the services that give rise to the liability in the twelve months preceding the accrual of such liability, or (ii) available insurance proceeds from WATERSMART's carriers, whichever is higher. The foregoing limited remedy and limitation of liability provisions shall apply notwithstanding any conflicting provisions or any failure of essential purpose with respect to a limited remedy or limitation of liability, and shall survive any termination or expiration of the Agreement. Utility acknowledges that pricing for WATERSMART's services would be

substantially higher without the aforementioned limitations.

E. Technology and services infrastructure vendors WATERSMART as a SaaS provider utilizes the secure cloud hosting platform of a third party industry leader in cloud computing with state-of-the art security to host the data of all WATERSMART customers. WATERSMART utilizes a reputable third party vendor to perform printing and mailing services when included within the scope of WATERSMART's work. For bill payment services, including credit card, debit card, and ACH payments and authentication, WATERSMART works with leading edge, reputable third party vendors specializing in such functions. Since the referenced cloud hosting platform, printing and mailing vendors, bill payment services providers, and certain other vendors performing similar or related functions, are integral components of WATERSMART's technology and services infrastructure used across its pertinent customer base and are not specific to Utility and services under this Agreement, Utility acknowledges that such utilization or collaboration is not considered subcontracting of WATERSMART's services under this Agreement.

If Utility elects to make bill payment services available to its end customers, the pertinent end users and Utility assume all risks associated with such services, and no indemnity provisions in favor of Utility shall apply to such services, except in the event of WATERSMART's willful misconduct. In the absence of willful misconduct by WATERSMART, Utility's sole remedies related to bill payment services shall be from the independent third party provider of such services in accordance with any contract between Utility and such provider. If Utility enters into an agreement with any third party contractor of WATERSMART for any other services ancillary or related to the services provided by WATERSMART during the term of this Agreement, Utility shall first seek and exhaust all remedies from such third party contractor prior to seeking any remedy from WATERSMART with respect to such services.

With respect to all bill payment services, as well as any services provided by independent third party contractors not in contract with WATERSMART, including without limitation any such services which at Utility's request or direction are integrated by WATERSMART into its electronic interfaces for Utility, WATERSMART shall not be responsible for services provided by such third parties. In furtherance of the foregoing, Utility shall hold harmless, defend and indemnify WATERSMART and its officers, directors,

employees, contractors, representatives and volunteers from and against all claims, damages, losses and expenses, including without limitation any statutory damages, penalties, and attorney's fees, arising out of or relating to such third party services, except in the event of WATERSMART's willful misconduct.

E. Compliance With Laws WaterSmart shall comply with all federal, state and local laws, regulations, regulatory rulings, and ordinances as may be applicable to the performance of its services under this Agreement. Utility shall comply with all federal, state and local laws, regulations, regulatory rulings, and ordinances related to this Agreement, and shall have sole responsibility for securing any necessary regulatory approvals, if any, for this Agreement and/or the services hereunder.

Utility shall be responsible for obtaining from its end customers any consents and providing any notices, if any are legally required, for the services to be provided by WaterSmart hereunder, as well as any bill payment or other third party services elected by Utility.

G. Extended Messaging Services If Utility elects to utilize WATERSMART's leak alert or group messenger services, certain supplemental legal terms shall apply. These supplemental terms ("Extended Messaging Terms") are set forth below and shall prevail in the event of any conflict or inconsistency. For avoidance of doubt, the Extended Messaging Terms apply to all WATERSMART services involving automated phone calls (conventional and mobile), pre-recorded messages, text messages, and other such bulk communications (including emails outside of WATERSMART's core customer engagement offerings) (collectively, "Extended Messaging Services").

1. Utility shall be solely responsible for the content of any messages or communications to end customers which Utility initiates or authorizes in connection with the Extended Messaging Services, as well as Utility's selection of any vehicle (ie., conventional phone, mobile phone, text, email) for such messages or communications. WATERSMART shall have no responsibility or liability of any kind with respect to messages or communications initiated or authorized by Utility or its representatives. In furtherance of the foregoing, Utility shall hold harmless, defend and indemnify WATERSMART and its officers, directors, employees, contractors, representatives and volunteers from and against all claims,

- damages, losses and expenses including without limitation any statutory damages, penalties, and attorney's fees, arising out of or relating to the Extended Messaging Services or any breach by Utility of the Agreement including without limitation these Extended Messaging Terms, except in the event of WATERSMART's willful misconduct. For avoidance of doubt, if the Agreement has other indemnity provisions in favor of Utility such provisions shall not apply to the Extended Messaging Services, except in the event of WATERSMART's willful misconduct.
2. If Utility elects to make available to its end customers Extended Messaging Services offered by WATERSMART to alert end users of potential leaks or high water usage, the pertinent end users and Utility assume all risks associated with such alerts, and no indemnity provisions in favor of Utility shall apply to such risks (including without limitation any liability claims for failure to alert or inaccurate alerts), except in the event of WATERSMART's willful misconduct.
 3. With respect to Extended Messaging Services, WATERSMART's role is limited to delivering via its technology platform Utility's communications through vehicles selected by Utility; accordingly, compliance with applicable laws (which may vary by state and locale) is strictly Utility's responsibility with respect to Extended Messaging Services notwithstanding any provision to the contrary.
 4. Utility is encouraged to consult legal counsel of its own with respect to this Agreement and in reference to Federal Communications Commission Declaratory Ruling FCC 16-88 (released August 4, 2016), any Extended Messaging Services, and compliance with applicable federal, state and local laws, regulations and regulatory rulings, and ordinances. Utility shall not rely on WATERSMART or WATERSMART's representatives for legal advice or guidance concerning the content or appropriate vehicles (ie., conventional phone, mobile phone, text, email) for communications with Utility end customers.
 5. In order to provide the Extended Messaging Services at efficient cost and with optimal levels of security and reliability, WATERSMART may utilize one or more third party communications technology and communications services providers. Since such providers are utilized across WATERSMART's pertinent customer base and are not specific to Utility and service choices by Utility under the Agreement, Utility acknowledges that such utilization is not considered subcontracting of WATERSMART's services under the Agreement.