EXHIBIT
"A"

CITY OF ROUND ROCK
"SOFTWARE AS A SERVICE" &
PROFESSIONAL SERVICES AGREEMENT
WITH SMART ENERGY SYSTEMS, LLC

This "Software as a Service" and Professional Services Agreement (hereinafter referred to as the "Agreement") is made on the _ day of the month of September 2017 (hereinafter referred to as the "Effective Date") by and between Smart Energy Systems, LLC, with offices located at 19900 MacArthur Boulevard, Suite 370, Irvine, California 92612 (hereinafter referred to as "SES") and the City of Round Rock, Texas, a home-rule municipality with offices located at 221 East Main Street, Round Rock, Texas 78664 (hereinafter referred to as the "City").

WHEREAS, City desires to license certain utility and customer engagement software (hereinafter referred to as the "System"); and

WHEREAS, City issued a "Request for Proposals" ("RFP") for the services described above; and

WHEREAS, SES is in the business of providing the type of software City intends to obtain and submitted a proposal in response to the RFP; and

WHEREAS, SES wishes to license to City, and City wishes to use and license from SES, the cloud-hosted software for utility and customer engagement on the terms and conditions set out in this Agreement; and

WHEREAS, City, by signature of this Agreement, is awarding SES the contract for furnishing, delivering, installing, and implementing the specified System;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, which consideration is declared good and sufficient by both parties, SES and City agree that SES shall provide certain products and services, and City shall pay the prices agreed therefor, in accordance with the requirements and conditions set forth in this Agreement.

This Agreement consists of the following sections and exhibits, each of which is attached hereto and incorporated by reference as though recited herein verbatim:

Exhibits:

Exhibit A – Scope of Work
Exhibit B – Request for Proposal

1. DEFINITIONS. In this Agreement, unless the context otherwise requires, capitalized terms will have the meaning assigned to them herein, including the following:

1.1 "**Documentation**" means the Software's standard user manuals and other accompanying documents related to the Software delivered to City during implementation.

1.2 "**Implementation**" means the process for gathering requirements, configuring, testing, training, and integrating the Software for City's use, as set forth in a Statement of Work.

1.3 "**Major Release**" means any new version of the Software where the left most version number, or the second to left most version number, increases by at least one integer increment.

1.4 "**Software**" means SES's SCM® software, version 6.6.2 in source code and object code format, and shall include only the modules specified in an applicable Statement of Work made part of this Agreement as Exhibit A or Change Order thereto.

1.5 "**Specifications**" means SES's specifications for the Software as set forth in an applicable Statement of Work

1.6 "**Term**" means five (5) years from the effective date of this Agreement. The effective date is the date upon which the binding signatures of both parties to this Agreement is affixed.

1.7 "**Upgrades**" is defined in Section 3.1(a) below.

2. SOFTWARE DELIVERY.

2.1 Right to Access and Use Software. SES hereby grants City a non-exclusive right to use and make available the Software to City's utility users and/or employees during the Term, subject to Section 2.2 below.

2.2 Restrictions on Software Use. This Agreement grants the City a limited right to access and use the Software. The Software is not sold, and City receives no title to or ownership of any copy of the Software or the Software itself. Furthermore, City receives no rights to the Software other than those specifically granted in Section 2.1 above. Without limiting the generality of the foregoing, City shall not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sub-subscribe the Software; (b) allow third parties to exploit the Software; or (c) reverse engineer, decompile, or attempt to derive any of the Software's source code.

3. UDDATES AND SERVICE LEVELS.

3.1 Provision of Updates. SES shall maintain and update the Software as follows during the Term:

(a) SES will routinely update the Software to address any security updates, bug fixes, or responsiveness matters quarterly or as is required pursuant to Section 3.2 below or otherwise. SES may update the Software to add any new features or functions, incorporate any improved process changes, and/or implement any performance-enhancing modifications annually, if applicable ("Upgrades"). Pursuant to the payment of the fees set forth in Section 4, City may elect to upgrade its current version of the Software once per calendar year, so long as SES has made one or more Major Releases available during said year, and so long as City's subscription terms is current, fully paid up, and in no way in default. Should City exercise this right, upon notice, City will first access the impact of any such Upgrade will have on the City's specific IT environment, solely considering City's relevant APIs and any requested customizations. All other potential IT or business process impacts shall not be within the scope of said assessment. SES will then provide a detailed report to City identifying any costs, time, and materials necessary to effectuate any such upgrade in light of those two (2) items, and City shall then decide whether to implement the newer Software version. Any terms concerning the one-time charges or fees associated with such an upgrade shall be set out in a subsequent Statement of Work. Upon completion of any such Software upgrade implementation, "Software" as defined herein shall then incorporate the version of SCM to which City has upgraded.

(b) Should an Upgrade be required pursuant to Section 3.2 below, SES will promptly notify City of any downtime and provide confirmation once functionality is restored pursuant to the terms therein.

(c) Each Upgrade will constitute an element of the Software and will be subject to this Agreement's terms, including without limitation, subscription, warranty, and indemnity terms.

3.2 Service Levels. SES shall exercise reasonable efforts to achieve the following service performance targets:

(a) Severity Classification

(i) Severity 4 – Critical business impact with no alternative.

(ii) Severity 3 – High business impact with complicated alternative.

(iii) Severity 2 – Minimal business impact with alternatives.

(iv) Severity 1 – Cosmetic issues or documentation issues.

(b) Service performance targets are set against system availability, problem resolution times, and follow-up. Performance reporting against such targets shall be as follows with Pacific Time used to determine "business hours":

(i) System Availability: All hours, not including normal scheduled system maintenance 99.9%

(ii) Problem Resolution Time:

Severity 4 – within 4 business hours	95%
Severity 3 – within 8 normal business hours	90%
Severity 2 – within 40 normal business hours	80%
Severity 1 – within 80 normal business hours	70%

(iii) Follow-Up:

Severity 4 – daily update	99%
Severity 3 – daily (business) update	99%
Severity 2 – weekly update	99%
Severity 1 – monthly update	99%

(c) SES will measure the Service performance targets on a monthly basis.

4. <u>FEES AND PAYMENTS</u>.

4.1. <u>Fees</u>. All implementation fees, software subscription fees, and any other applicable fees, shall be set forth in the attached Statement of Work (Exhibit "A"). Fees shall be paid as follows:

(a) Annual Subscription Fee: 100% due upon execution of this Agreement.

(b) Implementation Fee: 25% due upon completion of each of the first four (4) milestones.

4.2 <u>Not-to-Exceed Amount</u>. City shall be authorized to pay SES an amount not to exceed **Two Hundred Five Thousand and No/100 Dollars ($205,000.00)** for the term of this Agreement. Said not-to-exceed sum includes **Twenty-One Thousand Six Hundred Fourteen and No/100 Dollars ($21,614.00)** for custom services outside the Statement of Work, if required.

4.3 <u>Prompt Payment Act</u>. In accordance with Chapter 2251 of the Texas Government Code, any payment to be made by City to SES will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is later. SES may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with Texas Government Code Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City if:

(a) There is a bona fide dispute between City and SES, a contractor, subcontractor, or supplier about goods delivered or the service performed that causes the payment to be late; or

(b) There is a bona fide dispute between SES and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or

(c) The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or

(d) The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

4.4 Invoices. All invoices shall include, at minimum, the following information: (i) name and address of SES; (ii) purchase order or statement of work number; (iii) description and quantity of items received or services provided; and (iv) delivery or performance dates.

5. IP & FEEDBACK.

5.1 IP Rights in the Software. SES retains all right, title, and interest in and to the Documentation and Software, including without limitation Upgrades, except to the extent of the limited subscription rights specifically set forth in Section 2.1. City recognizes that the Software and its components are protected by copyright and other laws. City shall not (and shall not allow or cause any third party to) reverse engineer, disassemble, alter, or otherwise translate the Software, Documentation, or Upgrades.

5.2 Feedback. City hereby grants SES a perpetual, irrevocable, unrestricted, worldwide license to use any Feedback (as defined below) City communicates to SES during the Term, without compensation or any obligation to report on such use. Such rights shall include, without limitation, the right to exploit Feedback in any way and the right to grant sublicenses. Notwithstanding the provisions of Article 6 (Confidential Information) below, Feedback will not be considered City's Confidential Information. "Feedback" as it is used in this Agreement refers to any suggestion or idea for modifying any of SES's products or services, including all intellectual property rights therein.

6. CONFIDENTIAL INFORMATION

6.1 Confidential Information Defined. "Confidential Information" as it is used in this Agreement refers to the following types of material or content one party to this Agreement ("Discloser") discloses to the other ("Recipient"): (a) any information Disclosure marks or designates as "Confidential" at the time of disclosure; and (b) any other non-public, sensitive information disclosed by Disclosure, including, but not limited to code, inventions, know-how, business, technical, and financial information, or other information which should reasonably be known by the Recipient to be confidential at the time it is disclosed, due to the nature of the information and circumstances surrounding such disclosure. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Recipient's possession at the time of disclosure; (ii) is independently development by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient's improper action or inaction; or (iv) is rightfully obtained by Recipient from a third party without breach of any confidentiality obligations.

6.2 Nondisclosure. Recipient shall not use Confidential Information for any purpose other than to facilitate this Agreement (the "Purpose"). Recipient: (a) shall not disclose Confidential Information to any employee or contractor of Recipient unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Recipient with terms no less restrictive than those in this Article 6; and (b) shall not disclose Confidential Information to any third party without Discloser's prior written consent. Notwithstanding the foregoing, Recipient shall protect Confidential Information with the same degree of care it uses to protect its own confidential information, but with no less than reasonable care. Recipient shall promptly notify Disclosure of any misuse or misappropriation of Confidential Information that comes to Recipient's attention. Notwithstanding the foregoing, Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Recipient shall give Disclosure prompt notice of any such legal or governmental demand and reasonably cooperate with Disclosure in any effort to seek a protective order or otherwise to contest such required disclosure, at Discloser's expense.

6.3 Injunction. Recipient agrees that breach of this Article 6 could cause Disclosure irreparable injury, for which monetary damages would be inadequate, and in addition to any other remedy, Disclosure may be entitled to injunctive relief against such breach or threatened breach, without proving actual damage.

6.4 Termination & Return. With respect to each item of Confidential Information, the obligations Section 6.2 above (Nondisclosure) will terminate three (3) years from the expiration of the Agreement. Upon such termination, Recipient shall return all copies (excepting one (1) copy archived for purposes of City's back-up processes) of Confidential Information to SES or certify, in writing, the destruction thereof.

6.5 Retention of Rights. This Agreement does not transfer owners of Confidential Information or grant a license to any other right thereto. Discloser will retain all right, title, and interest in and to all Confidential Information.

7. REPRESENTATIONS & WARRANTIES.

7.1. From SES:

(a) *Re: Function*. SES represents and warrants, that during the Term, the Software will perform materially in accordance in with its Specifications and pursuant to the service level targets in Section 3.2 above.

(b) *Re: IP Rights in the Software*. Subject to the next sentence, SES represents and warrants that it owns the Software, and has the power and authority to grant the rights in this Agreement without the further consent of any third party. SES's representations and warranties in the preceding sentence to no apply to the extent that the infringement arises out of any of the conditions listed in Subsections 8.1(a) through 8.1(e) below. In the event of a breach of the warranty in this Subsection 7.1(b), SES, at its own expense, will promptly take the following actions: (i) secure for City the right to continue using the Software; (ii) replace or modify the Software to make it non-infringing, provided such modification or replacement will not materially degrade any functionality listed in the Specifications; or (iii) refund the prorated SaaS Subscription Fee paid for the Software for every month remaining in the Term, following the date after which City is required to cease use of the Software. In conjunction with City's right to terminate for breach where applicable and the provisions of Section 8.1 below (Indemnified Claims), the preceding sentence states SES's sole obligation and liability, and City's sole remedy, for breach of the warranty in this Subsection 7.1(b) and for potential of actual infringement by Software.

7.2 From Both Parties. Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim of litigation known to it would have a material adverse impact on its ability to perform as required hereunder.

7.3 Warranty Disclaimers. Except for the express warranties in Section 7.1 and 7.2 above, SES MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SES does not warrant that the Software will perform without error or that it will run without immaterial interruption. SES provides no warranty regarding, and will have no responsibility for, any claim arising out of: (a) a modification of the Software made by anyone other than SES, unless SES approves such modification in writing; or (b) use of the Software in combination with any operating system not authorized or specifically forbidden in the Specifications or Documentation or with hardware or software.

8. INDEMNIFICATION.

8.1 Indemnified Claims. SES shall defend and indemnify City and its officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns against any "Indemnified Claim," meaning any third-party claim, suit, or proceeding arising out of, related to, or alleging infringement of any patent, copyright, trade secret or any other intellectual property right by the Software. SES's obligations set forth in this Section 8.1 do not apply to the extent that an Indemnified Claim arises out of: (a) City's breach of this Agreement; (b) revisions to the Software made without SES's written consent; (c) City's failure to incorporate Upgrades that would have avoided the alleged infringement, provided SES offered such Upgrades without charges no otherwise required pursuant to this Agreement; (d) SES's modification of Software in compliance with City's specifications; (e) unauthorized use of the Software by third parties; or
(f) use of the Software with hardware of software no provided by or approved by SES.

8.2 Litigation & Additional Terms. SES's obligations pursuant to Section 8.1 above will be excused to the extent that City's or any of City's representatives' failure to provide prompt notice of the Indemnified Claim or reasonably to cooperate materially prejudices the defense. SES will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provide City will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligation.

9. LIMITATION OF LIABILITY

9.1 Liability Cap. SES's liability arising out of or related to this Agreement shall in no event exceed the Subscription Fee paid by City within the twelve (12) months preceding the claim.

9.2 Exclusion of Consequential Damages. IN NO EVENT WILL SES BE LIABLE TO CITY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

9.3 Clarifications & Disclaimers. THE LIABILITIES LIMITED BY THIS ARTICLE 9 APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; EVEN IF SES IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESSEABLE; AND EVEN IF CITY'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Section 9, SES's liability will be limited to the maximum extent permitted by law. For the avoidance of doubt, SES's liability limits apply to SES's affiliates, providers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

10. TERMINATION

10.1 Termination for Cause. Either party may terminate this Agreement for cause if the other party (a) fails to cure any material breach within thirty (30) days after written notice of such breach; or (b) ceases operations without a successor.

10.2 Termination for Convenience. Either party may terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon one hundred twenty (120) days' written notice to the other party.

10.3 Effects of Termination. Upon termination of this Agreement, City shall cease all use of the Software and delete, destroy, and return all copies of the Documentation in its possession or control. The following provision will survive termination or expiration of this Agreement: (a) any obligation of City to pay fees incurred before termination; (b) Articles and Sections: 2.2 (*Restrictions on Software Rights*); 5 (*IP & Feedback*); 6 (*Confidential Information*); 7.3 (*Warranty Disclaimers*); 8 (*Indemnification*); and 9 (*Limitation of Liability*); and (c) any other provision herein that must survive to fulfill its essential purpose.

11. MISCELLANEOUS

11.1 Assignment and Delegation. The parties hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party may assign any rights or delegate any duties under this Agreement without the other party's prior written approval, which approval shall not be unreasonably withheld.

11.2 Compliance with Laws, Charter and Ordinances. SES, its consultants, agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

11.3 Applicable Law; Enforcement and Venue. This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue shall lie in Williamson County, Texas. This Agreement shall be governed and construed in accordance with the laws and court decisions in Texas.

11.4 Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

(a) When delivered personally to recipient's address as stated in Agreement, or

(b) Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to SES:

Smart Energy Systems, LLC
19900 MacArthur Boulevard,
Suite 370
Irvine, CA 92612

Notice to City:

City Manager		Stephan L. Sheets, City Attorney
221 East Main Street	AND TO:	309 East Main Street
Round Rock, TX 78664		Round Rock, TX 78664

11.5 Dispute Resolution. If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually selected mediator. If the parties cannot agree on a mediator, City shall select one mediator and SES shall select one mediator and those two (2) mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the parties. The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable arbitration statute.

11.6 Force Majeure. Notwithstanding any other provisions hereof to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or breach of this Agreement, only to the extent that such failure to perform, delay or default arises out of causes beyond control and without the fault or negligence of the party otherwise chargeable with failure, delay or default; including but no limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the parties.

11.7 Independent Contractor Status. SES is an independent contractor, and is not City's employee. SES's employees or subcontractors are not City's employees. This Agreement does not create a partnership, employer-employee, or joint venture relationship. No party has authority to enter into contracts as agent for the other party. SES and City agree to the following rights consistent with an independent contractor relationship: (i) SES has the right to perform services for others during the term hereof; (ii) SES has the sole right to control and direct the means, manner and method by which it performs its services required by this Agreement; (iii) SES has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement; (iv) SES or its employees or subcontractors shall perform services required hereunder, and City shall not hire, supervise, or pay assistants to help SES; (v) neither SES nor its employees or subcontractors shall receive training from City in skills necessary to perform services required by this Agreement; (vi) City shall not require SES or its employees or subcontractors to devote full time to performing the services required by this Agreement; (vii) neither SES nor its employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of City.

11.8 Non-Appropriation and Fiscal Funding. This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving SES a written notice of termination at the end of its then-current fiscal year.

11.9 Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion of provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion of provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

11.10 No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach hereof will constitute a waiver of any other breach of this Agreement.

11.11 Conflicts. Should this Agreement conflict with any other agreements, this Agreement will govern.

11.12 Exhibits. All exhibits to this Agreement shall be incorporate herein by reference and made a part of this Agreement.

11.13 Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

11.14 Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

11.15 Amendment. This Agreement may only be amended in writing by authorized representatives of each party.

IN WITNESS WHEREOF, City and SES have executed this Agreement on the dates indicated.

City of Round Rock, Texas	**Smart Energy Systems, LLC**
By:________________	By: Aman Singha
Printed Name: ________________	Printed Name: Aman Singha
Title:________________	Title: Director
Date Signed: ________________	Date Signed: 9/11/2017

For City, Attest:

By: ________________
Sara L. White, City Clerk

For City, Approved as to Form:

By:________________
Stephan L. Sheets, City Attorney

Statement of Work (SOW)
For

City of Round Rock, Texas

221 East Main Street

Round Rock, Texas 78664-5299

August 17, 2017

Prepared by:

Bianca Jimenez
Account Executive
Smart Energy Water

Smart Energy Systems
19900 MacArthur Blvd., Suite 370
Irvine, CA 92612
Phone: 909.217.3344
www.smartusys.com

Table of Contents

Exhibit "A"

1. Background and Overview

The City of Round Rock, Texas ("City") seeks to develop and implement a customer portal solution and internal analytical tool that offers complete functionality for the City's utility customers and staff, including a platform used to view customer water consumption, billing and other utility data. This will empower customers to make effective decisions, reduce their overall costs, and keep them informed of their water consumption. To implement these capabilities, City would like to purchase Customer Engagement and Analytics software from Smart Energy Systems, LLC ("SES") to engage its customers through web portal and mobile apps, and enhance its reporting and analytics capabilities.

1.1. Product Scope

The scope of the project includes the implementation of the following components of SCM® software:

1- SCM® Customer Portal and Mobile Version 6.6.2 Customer-facing web portal and mobile apps for Apple iOS and Google Android, and
2- SCM® Customer Service Portal & Smart iQ Analytics – City-facing Customer Engagement Analytics, Smart iQ Analytics, and Admin Portal for City staff

SCM® Customer Portal and Mobile

The scope of the project shall include the implementation of the following customer-facing modules and capabilities of the SCM® solution:

1. My Account
2. Usage
3. Billing
4. Notifications
5. Connect Me
6. Compare
7. Outage
8. Conservation
9. Service

The table below describes the specific features in scope to meet City's requirements:

#	Module	Features
1.	My Account	The "My Account" module allows the utility customer to manage their profile, communication preferences, and contact information in the web portal and the mobile app. The customers can see all their accounts in a single sign-on view and set preferences for each account. Specifically, the customers can: • Setup notification preferences by selecting the notification type and delivery channels including SMS text/ IVR dialer (if applicable) email, and mobile push alerts with the ability to add, delete, and update the contact information for each notification type and channel • Opt in/Opt out of notifications events and configure preferred time slot and frequency for these notifications • Manage E- Billing/Paperless Billing preferences

Exhibit "A"

#	Module	Features
		• Manage language preferences to view information in English or Spanish •
2.	Usage	The Usage module provides the utility customer the visibility to their electric and water usage and spending using chart displays for different periods. Specifically, the City's utility customers can: • Set a consumption threshold and be alerted when customer usage exceeds that consumption • View water meter data – monthly, seasonal, daily, and hourly for up to 10 years of historical meter data. • Access historical usage and spending for all service accounts associated with the user • View consolidated as well as separate representation of their consumption across all meters associated with their service accounts • View water consumption in HCF or Gallons • • View projected water usage for the next period (if AMI data available) • Download usage data Excel, CSV, and PDF
3.	Billing	The Billing module allows the utility customer to manage billing and payments functions online. Specifically, the City's customers can: • View current balance and bill details including all services and accounts covered in the customer's bill consistent with the billing configuration of the City's CIS system • Make one-time payment using ACH, credit card, and bank debit card • View their account history including bills posted and payments made on their account for last 12 months. • Download copy of their historical bills in PDF format for up to 12 months •
4.	Notifications	The Notifications module provides a central view of all notifications exchanged between the customer and the City. Specifically, the customers will be able to: • View all notifications, alerts received from the utility • Select and respond to a notification • View responses to the notifications sent by the customer to utility The notification/alert types will include: • Updates to notification preferences – Opt-in and Opt-out • Water leakage and high usage alert based on configurable flow rate • Payment accepted • Ad hoc messages to selected customers • Outage (Service Interruptions) Notifications

Exhibit "A"

#	Module	Features
5.	Connect Me	The Connect Me module provides a single click option for the customer to contact City customer service via the mobile app and web portal. Specifically, the customers will be able to: • View all utility customer service contact options based on request type on the Mobile app and within the portal • Send a message to the utility customer service desk and receive responses • View all of the utility's social media accounts (on Twitter, Facebook, Google+, Instagram, and YouTube) for updates in one view within the portal and the mobile app
6.	Compare	The Compare module displays the utility customer's water use compared with other similar customers. Specifically, the City's utility customers will be able to view their water use for past 12 months compared with: • Previous year use • Other similar customers in neighborhood (defined as zip code and customer class) •
7.	Outages	The Outages module provides the utility customer a web portal and mobile capability to view current and planned outages as well as communicate with the utility customer service for outage related notifications. Specifically, the customers will be able to: • View a map displaying all current and planned outages along with the impacted area, incident description, and current reported status • Receive individualized notifications for the outages that impact the customer • Report an outage from the portal or using the mobile app •
8.	Efficiency	The Efficiency module displays the City's water conservation programs, rebates and savings tips with ability for the utility customer to view and enroll these programs using any device (desktop, tablet, smartphone). Specifically, the utility customers will be able to: • View rebates and programs available • View personalized savings tips based on customer class (residential/C&I) • Apply for a rebate by completing and submitting an electronic form (Applications forwarded via email to utility personnel) • Track application status for submitted applications (Requires SiQ Program Management)
9.	Service	The Service module enables City customers to enter and log customer service requests, including move in, move out, and service transfer. Customers can schedule the date and time for the service requests to be executed. Specifically, the customers will be able to: • Request for turn-on and turn-off utility services • Request for service transfer from existing premises to new premises

Exhibit "A"

Customer Service Portal (City facing Portal) and Smart iQ (SiQ™) Analytics

The scope of the Project will include the following utility facing modules.

1. Customer Service Portal
    a. Customer Engagement Analytics
    b. Notification
    c. CSR Workbench
    d. Administration
2. Smart iQ Analytics Version 1.9.2
    a. Conservation Analytics
    b. Leakage Analytics
    c. High Usage Analytics
    d. Program Management
    e. Violations

#	Module	Features
Customer Service Portal		
1.	Customer Engagement Analytics	This module provides reports and live dashboards for customer interactions. The City personnel will be able to view reports for tracking customer activity, notification status by channel, customer browsing activity metrics, and administrative reports for daily, monthly, or date range activity for billing, usage, notification, and preference management activity. Specifically, the analytics views will include: • Customer registration status • Customer service response metrics for various inbound notifications • Customer behavior metrics including login and feature clicks by browser, device, and time • Marketing banner click metrics
2.	Notification	This module provides a central view of all customer notifications for the customer service team. The City personnel will be able to: • View all incoming notifications and respond to the customer. • Send Ad hoc notifications including push notification, text message, email, and IVR phone call to one customer or a group of customers. • Track status of all incoming and outbound notifications by message type. • Receive and send attachments with communications.

3.	Administration	The module provides the ability to configure the application features, user roles, and user accounts. Specifically, City personnel will be able to:
		• Create and manage user roles for the application including granting and revoking access to specific features.
		• Create and manage utility user accounts including role assignments.
		• Manage application configurations including
		  o Enable or disable features in scope of the modules selected.
		  o Label, display content, and disclaimers
		  o Workflow configurations
		• Create and manage multi-channel templates for customer journeys in scope.

Exhibit "A"

#	Module	Features
4.	CSR – Work Bench	This module provides a 360-degree view of the customer profile for the utility Customer Service Reps (CSR). Specifically, City CSRs will be able to lookup a customers and view: • All service accounts for the customer • Contact information and last login status • Notification opt in status and corresponding contact details • All incoming and outbound notifications for that customer
Smart iQ Analytics		
1.	Conservation Analytics	This module provides the utility users the ability to view, compare, and run reports for customer segments and individual customers based on water use patterns. Specifically, the user can: • View the graphical trend of the water use, budget, historical use, and per day use for a customer segment • View a customer's water use profile including 12-month history
2.	Leakage Analytics	This module provides automatic leakage identification based on the hourly interval meter data to enable the City users to view the meters/accounts where a leakage pattern is detected. Specifically, the users can: • Setup configurable flow parameters by customer class (residential, SFH, etc.) to detect leaks • View meters/accounts in a tabular format where the leak has been detected • Sort the leak alerts by the leak size and meter flow to identify largest leaks • Setup automatic email, push notification and IVR / SMS text (if applicable) alerts by customer class to notify customers where leak has been identified
3.	High Usage Analytics	This module provides automatic detection of high water usage patterns based on the hourly interval meter data to enable the City users to view the meters/accounts where a high water use is detected. Specifically, the users can: • Setup configurable rules for month to month and prior year change in water use by customer class • View meters/accounts in a tabular format where high use has been detected • Sort the high use alerts by total use to sort customers Setup automatic alerts by customer class to notify customers with high water use

Exhibit "A"

#	Module	Features
4.	Program Management	This module streamlines the rebate application process. The utility personnel can: • Review the rebate applications submitted via the SCM portal or manually enter the rebate/program applications • Update and track application status including approval, inspections, and other configurable conditions • View statistics of various rebate programs including rebates approved, types and other configurable criteria • Provide reports on rebate/program performance metrics water savings that have been achieved based on customer rebate participation at both the customer level and customer segmentation (commercial, single-family residential, multi-family residential)
5.	Violations	This module provides the ability to track watering schedule violations for different customer sets based on configurable criteria. It also displays the list of potential customer violations and their rate plan information.

1.2 Installation Support and Integration

The scope of the project includes the following key implementation activities:

1. Design, configure, and setup of integrations with the following systems:
    a. City CIS/Billing System: API or Daily file transfer using Secure FTP for billing, account balance, and customer information provided by City's CIS provider (Incode Version 9)
    b. Meter Data: Monthly File transfer based batch process using secure FTP for monthly reads and daily batch process for AMI system reads (Master Meter Automated Metered Analytics (AMA))
    c. Online Payments: Setup on online and mobile payment functionality using SES payment services within SCM® solution or redirect to third party service (TBD)
    d. Bill Presentment: API to get PDF bill to display within SCM using SCM login (Dataprose)

2. Deploy City branded SCM® web portal functionality in scope consistent with City's corporate branding

3. Deploy native mobile apps for Apple iOS and Android devices for City customers.

City agrees to ensure integration access with the City systems identified in this section above prior to the completion of the planning phase. Integration to City source systems and data is dependent on access to said systems, including any API allowances as applicable. It is anticipated that SES team will migrate existing Customer data as needed to the SCM® platform however any validation or cleansing of the source data is not in scope. SES team will work with the City team to identify and catalogue the data for migration and agree upon a migration strategy. Upon completing the strategy for data conversion and migration, SES shall be responsible for taking the data in the source format and translate and convert to the SCM® platform.

1.2. Not in Scope

Any activities, products or deliverables not included in the RFP requirements and SES's proposal in response to the RFP are deemed out of scope. This SOW is meant to supplement SES's proposal for clarification purposes only but does not change the original proposal's content. Additional work is permitted

Exhibit "A"

pursuant to a valid change order under Section 4, with the pricing identified, and such any such changes are approved by both parties prior to commencement of work.

2. Project Duration and Timeline
The estimated timeline for the implementation of this engagement is 14 calendar weeks followed by four-week stabilization period. The actual project duration will depend upon the final scope, configuration decisions, and availability of data and integrations from City's source systems. The SES team will provide an updated project schedule upon completion of the Milestone #1 described in the table below. Within two weeks of receiving written authorization, the SES team will begin scheduling the work sessions associated with the tasks detailed below. This Scope of Work for the Project will be broken into six milestones. Unless otherwise agreed to upon the parties in writing, each milestone must be completed before any work is conducted on the next milestone.

Milestone No.	Phase	SES Deliverables	City Deliverables	Estimated Duration
1	Planning / Analyze	• Kick Off Meeting • Document of Understanding (for additional requirements) • Scope finalization • Project Schedule	• Availability of Project Sponsor, Business & Technical SME for Timely Approvals • Internal / 3rd Party Software/API Access • Data as requested by SES	2 Weeks
2	a. Configure / Integrate b. Design (For any new requirements)	• Integration and Configuration of Base SCM product. • Solution Diagram • Network Diagram • Design (For new requirements)	• Source System API / Integration Support • Source System Access (if required) • Sample Data / Test Data	6 Weeks
3	a. SES Product QA Testing b. Client UAT Testing	• Quality Assurance Testing • User Acceptance Testing Support	• Availability of Client resources for UAT • User Acceptance Testing • UAT Test Status and Results	3 Weeks 1 Week
4	a. Customer Outreach Support b. Training (Basic Package)	• Customer Marketing Campaign Material Templates • SCM Instructional Video and SCM Promotional Video	• Timely Approval of Campaign Material • CSR team member participation in scheduled training sessions	1 Week

Exhibit "A"

Milestone No.	Phase	SES Deliverables	City Deliverables	Estimated Duration
		• Train the Trainer Sessions (Via remote WebEx)		
5	Deployment	• Production Deployment • Internal Admin Guide • Online Customer Help Guide	• Availability of Project Sponsor, Business & Technical SME and Approval	1 Week
6	Stabilization & Closure	• Four week 24X7 support for production Stabilization • Helpdesk setup and transition to Product Support Desk after 4-week stabilization period	N/A	4 Weeks

3. Escalation
SES will escalate issues in the following order if they remain unresolved at the previous level:

Level	Unresolved for	E-mail Id
City Project Manager (TBD)	1 Day	TBD

City will escalate issues in the following order if they remain unresolved at the previous level:

Level	Unresolved for	E-mail Id
Amit Sharma – Business Process Lead	1 Day	amit.sharma@smartenergywater.com
Kevin Hwang – Director of Solutions Delivery, SES	3 Days	kevin.hwang@smartenergywater.com
Bianca Jimenez – Account Executive	5 Days	bianca.jimenez@smartenergywater.com

4. Change Control: The following process will be followed if a change to this Statement of Work or project plan is required:

4.1. A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the

Exhibit "A"

Project. Additionally, the PCR must also provide a recap of the original estimated resources and costs, revised estimated resources and costs and associated cost savings or expenditures.

4.2. The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.

4.3. Both Project Managers will review the proposed change and agree to take steps to implement it, including a signed Change Order, recommend it for further investigation, or reject it.

4.4. SES will specify any changes to the fees as per agreed rate in this Statement of Work for such investigation. A Change Order must be signed by authorized representatives from both parties in order to revise the Statement of Work before any work can commence in regards to such.

5. License and Software as a Service (SaaS) Fees, and Payment Terms
City shall pay SES the following:

<u>5-Year Life Cycle Cost Projection (20% Multi-Year Discount Applied)</u>

Description	Amount	Comments
Year 1 SCM® - Customer Web Portal and Mobile Annual SaaS Subscription Fee The annual SaaS subscription fee includes all costs related to hosting, support, maintenance and license	$30,360 (minimum annual subscription fee) Includes 33,000 utility customer subscriptions	5-year term 20% discounted rate of $0.92 per user per year *SCM® Modules Included:* - My Account - Notification - Usage - Compare - Billing - Conservation/Efficiency - Service - Connect Me
Year 2 SCM® - Customer Web Portal and Mobile Annual SaaS Subscription Fee	$31,271 *3% annual user subscription growth assumed*	5-year term 20% discounted rate of $0.92 per user per year *Please see above "SCM® Modules Included"*
Year 3 SCM® - Customer Web Portal and Mobile Annual SaaS Subscription Fee	$32,209 *3% annual user subscription growth assumed*	5-year term 20% discounted rate of $0.92 per user per year *Please see above "SCM® Modules Included"*
Year 4 SCM® - Customer Web Portal and Mobile Annual SaaS Subscription Fee	$33,175 *3% annual user subscription growth assumed*	5-year term 20% discounted rate of $0.92 per user per year *Please see above "SCM® Modules Included"*
Year 5 SCM® - Customer Web Portal and Mobile Annual SaaS Subscription Fee	$34,171 *3% annual user subscription growth assumed*	5-year term 20% discounted rate of $0.92 per user per year *Please see above "SCM® Modules Included"*

Exhibit "A"

Years 1 – 5 SiQ® - Smart iQ (Utility-facing portal for reporting, analytics, & system administration)	Included	Includes 10 admin licenses Additional admin portal licenses can be purchased for $250 per license per year
Years 1 – 5 Annual Maintenance Fee	Included	N/A
Years 1 – 5 Hosting Fee on Cloud	Included	N/A
One-Time Implementation Fee	$18,500 One-Time	Fixed cost
Travel Expenses	$3,700 Estimate	Not-to-exceed estimate based on the scope of work described. Expenses for travel, room, and other direct expenses will be submitted to Round Rock for reimbursement at actual costs as incurred.
GRAND TOTAL	$183,386	

Indicative Payment Processing Fees:

City Pay		
Card	For Visa, MasterCard, and Discover Transactions (Debit & Credit)	1.39% and $0.10 per item
	For American Express Transactions	2.39% and $0.10 per item
Check	For eCheck, Checks by Web and ACH	$0.10 per item $1.50 Returned Item Fee

Citizen Pay		
Card	For Visa, MasterCard, and Discover Transactions (Debit & Credit)	$2.50
	For American Express Transactions	$3.00
Check	For eCheck, Checks by Web and ACH	$0.99

Exhibit "A"

Payment Schedule: In accordance with Chapter 2251 of theTexas Government Code, City agrees to make all payments to SES within thirty (30) calendar days of the date City receives goods under this SOW, the date the performance of services under this SOW are completed, or the date City receives a correct invoice for the goods and services, whichever is later. SES may charge interest on an overdue payment at the “rate in effect” on September 1 of the fiscal year in which the payment becomes overdue, in accordance with Texas Government Code, Section 2251.052(b).

Scope Changes: Should anything beyond SES’s control cause the above fees to exceed those stated above, SES will notify City in advance and obtain written approval in the form of a PCR pursuant to Section 5 above, executed by the City 's authorized signatory.

6. Risks and Assumptions

The following assumptions, which have been accepted by City, have been made in order for SES to fulfill its obligations under this Agreement, the failure of which by City may affect SES’ Project Duration and Timeline under Section 2:

1. City will provide timely responses to SES information needs and timely review of project documents provided.
2. Key personnel at City will be made available to SES as required during the project
3. City will provide onsite workspace for SES resources with internet connectivity as necessary.
4. All documents will be jointly reviewed with City staff.
5. The SOW is binding if authorized, and any changes to the SOW will be provided in writing from either the SES or the City team and approved by both teams.
6. City fully acknowledges and understands that any customization to standard features and functionality as described in this Statement of Work will be assessed by SES and may impact approved budget and/or schedule. City will have discretion to determine whether to proceed with such customizations.
7. Integration to City source systems and data is dependent on access to said systems, including as well as API allowances from the respective companies. SES will work on behalf of City to obtain such APIs within reason, however City is responsible to ensure such access and API allowances are provided. In addition, existing API or SFTP processes for City source system data, including customer, billing, and usage data, will be made available for use or re-use as part of the project. Ability to view bill PDF is dependent on API availability at the start of this project.
8. City agrees to ensure Integration access with City’s billing and payment systems provider prior to Milestone 1. Failure to obtain such availability and/or access from City’s billing provider shall not affect City’s obligations under this Statement of Work.
9. Standard SLA levels offered by SES are acceptable including 99.9% availability and a recovery point objective of 24 hours. Please refer to SES Product Support document.
10. Standard SES implementation and configuration is conducted primarily from SES offices with any included on-site activities to be determined and documented during Milestone One. Additional SES resources beyond those so identified will travel to Customer offices on an as-requested basis if and when practicable. Any such requested on-site implementation activities will be billed to City at a minimum rate of $150 per individual per work hour.

Exhibit "A"

7. Other Terms

7.1. Termination for Cause

In the event that either party breaches a material term of this Statement of Work, and said breach is not cured within thirty (30) business days following receipt of written notice, the non-breaching party may, but is not required to, terminate this Statement of Work upon written notice given at any time after the end of said thirty business-day period.

7.2. Termination for Convenience

City may terminate any outstanding SOW upon thirty (30) days' notice to SES subject to and in consideration of payment of all committed fees payable under this Agreement, whether due before or after the date of termination, which shall become immediately due and payable to SES.

7.3. Confidentiality

SES shall own any general skills, know-how, expertise, ideas, concepts, methods, techniques, processes, software, materials or other information which may have been discovered, created, developed or derived by SES either prior to or as a result of its provision of Services under this SOW, including any feedback related to the deliverables for any SES business purpose, without requiring consent including reproduction and preparation of derivative works based upon such feedback, as well as distribution of such derivative works. All data reasonably understood to be confidential in nature are confidential information of such party. City confidential information and SES confidential information are collectively referred to as "Confidential Information." Each party shall use confidential information of the other party only in furtherance of the purposes of this SOW and shall not disclose such confidential information to any third party to the extent allowed by the law without the other party's prior written consent. If any party is compelled by legal process to disclose any Confidential information, that party shall promptly notify the other so that it may seek an appropriate protective order if it so wishes.

7.4. Indemnification

Except as otherwise provided herein, each party shall indemnify, defend and hold harmless the other from and against third party claims for (i) all injuries and damages to person or property, and (ii) all actions, claims, demands and damages, in each case caused or purported to have been caused by the negligent act or omission or willful misconduct of the indemnifying party.

Notwithstanding the foregoing, City acknowledges and understands that all communications sent to City's customers via the software applications implemented hereunder are delivered to City -provided customer telephone numbers strictly pursuant to: (i) City obtaining all legally required consents and any relevant revocations thereof, (ii) City's sole and explicit instruction and direction, and (iii) express content classifications by City. Therefore, in consideration of the foregoing acknowledgement, City agrees to indemnify and hold harmless SES from and against any costs, fees, penalties and damages awarded against SES by a court pursuant to any action or final judgement as a result of, and defend the SES against any claim asserted by any third-party alleging, any SES misconduct or non-compliance under the Telephone Consumer Protection Act of 1991 ("TCPA").

Exhibit "A"

7.5. Assignment

Except as provided otherwise in this Section, neither party shall subcontract, assign, or otherwise transfer any rights or delegate any obligation under this SOW without the prior written consent of the other party, which will not be unreasonably withheld or delayed. Any purported assignment made without such consent is void. This SOW is binding upon the parties' respective successors and permitted assigns.

7.6. Representations and Warranties

Parties have the full power, right, and authority to enter into this SOW and to carry out the transactions contemplated hereby. No waiver or consent of any person is required in connection with the execution, delivery, and performance by Parties of this SOW.

7.7. Limitation of Liability

7.7.1. Liability Cap.

SES's liability arising out of or related to this SOW shall in no event exceed the fees paid by Customer within the twelve (12) months preceding the claim.

7.7.2. Exclusion of Consequential Damages

IN NO EVENT WILL SES BE LIABLE TO CITY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS SOW.

7.7.3. Clarifications & Disclaimers

THE LIABILITIES LIMITED BY THIS SECTION APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; EVEN IF PARTIES ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND EVEN IF CITY'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Section, SES's liability will be limited to the maximum extent permissible by law. For the avoidance of doubt, SES's liability limits apply to SES's affiliates, providers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

7.7.4. Exceptions to Limitation of Liability

Sections 7.7.1 (Liability Cap) and 7.7.2 (Exclusion of Consequential Damages) above do not apply to: (a) claims pursuant to Article 7.4 above (Indemnification); or (b) claims for attorneys' fees and other litigation costs recoverable by the prevailing party in any action.

7.8. Governing Law and Venue

This SOW is governed by the laws of the State of Texas without application of principles of conflicts of law. The parties are subject to, and agree to submit to, the jurisdiction of any court in Williamson County, California for the purposes of resolving any dispute or action relating to this SOW. Except as otherwise limited herein, a party's rights and remedies are cumulative and in addition to any other remedies available at law or in equity.

Exhibit "A"

7.9. Severability

Provisions of this SOW shall be interpreted to be valid and enforceable under applicable law; provided, however, that if any provision is held invalid or unenforceable, such provision will be deemed deleted from the SOW and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The SOW's remaining provisions will stay in effect.

7.10. Excusable Delay

Except for payment obligations, neither party shall be liable to the other for any delay or failure to perform if the delay or failure to perform is without the fault or negligence of the party claiming excusable delay and is due to causes beyond the control of the delaying party, including, but not limited to: acts of God, war, acts of government, terrorism, fires, floods, epidemics, or quarantine restrictions. The party claiming excusable delay shall immediately inform the other party in writing. If the party claiming excusable delay is SES, and the delay is reasonably expected to prevent SES from providing Services to City, then City is entitled to terminate the applicable Statement of Work without liability to SES.

8. Software Licensing, Maintenance, and Technical Support

All software subscription and support terms shall be governed by the Software Subscription Agreement, which is hereby incorporated by reference as "Exhibit 1".

9. Notices

All notices, requests, and other communications made between City and SES shall be in writing, via electronic mail or first-class mail, postage prepaid, to the addresses set forth above in the cover page.

Exhibit "A"

City of Round Rock, Texas

Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

RFP No. 17-008

REQUEST FOR PROPOSAL

FOR

UTILITY and CUSTOMER ENGAGEMENT SOFTWARE SOLUTION

Date: March 2017

Exhibit "B"

TABLE OF CONTENTS

City of Round Rock

SECTION I
GENERAL

PURPOSE

The City of Round Rock, Texas herein after "City", is soliciting proposals to enter into an agreement with a qualified Individual, Firm, or Corporation, (Respondent), to develop and implement a customer portal solution and internal analytical tool that offers complete functionality for the City's utility customers and staff, including a platform used to view customer water consumption, billing and other utility data. The City expects to implement the new **Utility and Customer Engagement Software Solution (Solution)** concurrent with its transition to Munis for utility billing.

The City is soliciting offers under the guidelines provided with authority through Texas Local Government Code Chapter 252. All proposals must meet the requirements outlined in this Request for Proposal (RFP) to be considered for evaluation by the City.

BACKGROUND

The City of Rock Round Rock is a thriving city that has become a major center for economic development in Central Texas, while cultivating an excellent quality of life. Round Rock is home to global companies and thousands of innovative small businesses with award-winning schools, healthcare, and fine neighborhoods that make Round Rock a flourishing and healthy family and business friendly community. The City is home to numerous high profile employers including headquarters for 4 of 5 global operating divisions of Dell Technologies, Inc. It is also home to three major university campuses including Austin Community College, Texas State University, and Texas A&M Health Science Center.

Just fifteen miles away from downtown Austin, residents enjoy all the conveniences of a big city plus the closeness and atmosphere of a small town. The City is recognized for its award-winning master plan, park system, and school district, while being one of the safest, most affordable cities in the country. Most notably for this project, the City is also proud of its award winning utility system including:

- Best Tasting Drinking Water Award, from the Texas Water Utilities Association Central Texas, and
- Outstanding Municipal Utility Award, which honors municipal utility systems that are leaders in the industry.

The City currently has 33,000 active customer accounts, including approximately 30,600 residential, 2,400 commercial and 11 wholesale customers. The City's wholesale customers account for approximately 15% of the City's utility revenues. The City expects utility customer growth to continue at a pace of 2% to 3% per year, until build out in 2050.

Utility Technology Systems: The City uses Master Meter's advanced metering infrastructure with a fixed network, water metering system that sends meter reads anywhere from daily to hourly to a data collection server. This infrastructure and all new digital meters, Advanced Meter Infrastructure (AMI), was completed in early December 2016 at residential properties and smaller commercial properties. As of February 2017, the City's Utility Department had replaced over 91 percent of the water meters in the City with new, digital, automatic meters, as part of upgrading to new, better technology. This technology allows the City to read meters quickly and accurately, as well as reduces the amount of staff necessary to track water usage throughout Round Rock.

The City has also undertaken a major transition in its utility billing software. The City began its transition from Incode Version 9 to Munis version 11.2 in February 2017 with a target go-live date of November

2017. The City also uses the Munis financial software suite and Cityworks for its asset management and word order system.

To best use this new AMI & CIS technology, the City is seeking a Solution that will allow customers to take more control and initiative with their water use, by being able to see their water use in nearly real- time, receive alerts for potential leaks, and set threshold alerts when usage reaches a specific gallon amount used, manage their payments and monitor other utility services offered. The Solution should promote an easy to use and seamless customer service interaction among the City's staff and its customers.

SECTION II
STATEMENT OF WORK

1. **INTRODUCTION:** This Request for Proposal (RFP) describes information for the Respondent to provide services which shall include, but are not limited to the requirements contained herein. Services set forth that contain the words "must" or "shall" are mandatory and shall be provided as specified with no alteration, modification or exception unless an alteration, modification or exception would enhance the services provided to the City. Any and all alterations, modifications or exceptions to any requirement shall be clearly noted by the Respondent. Services set forth that contain the words "may" or "can", allow Respondents to offer alternatives to the manner in which the services are described in the RFP.

2. **OVERVIEW:** The following overview and requirements for the specified Solution and related services provides additional information and outlines specific requirements that must be met as part of the respondent's proposal. All respondents are expected to have the ability to provide the requirements and services as represented in the proposal.

3. **REQUIREMENTS:** The City of Round Rock is seeking a provider to implement a hosted customer portal and internal utility analytical tool Solution that offers complete functionality for all the City's utility customers.

3.1. The Solution shall integrate tightly with the City's internal Utility Billing System (currently Tyler Incode, upgrading to Tyler Munis by November 2017), as well as the City's 3rd party payment processor, Chase Paymentech.

3.1.1. The City may consider transitioning its merchant services provider for the best Platform Solution.

3.2. The Solution shall integrate with the City's current Advanced Meter Infrastructure (AMI) by Master Meter to display interval data and deliver customized alerts.

3.3. The Solution must be desktop, tablet, and mobile-friendly, and geared towards water utility specific business processes and functions.

3.4. The Solution must be visually engaging as well as straightforward and easy for customers and staff to use.

3.5. The Solution must meet the needs of approximately 33,000 current utility accounts and be scalable up to 50,000 accounts for future buildout.

3.6. The successful Respondent shall create a customer mobile and web based engagement platform for all Water and other City utility services, as well as a utility platform used to view customer information and track water conservation program details.

3.7. The successful Respondent shall be able to provide a customer portal that is integrated with the City's Utility Customer Information System, Master Meter Automated Metered Analytics (AMA) and online bill pay systems to provide a single sign on experience on mobile and web portal platforms including iOS, Android and Windows Phone OS.

3.8. The customer portal Solution shall allow the utility to push out messages to the City's utility customers to include information such as rebate programs, education, water saving tips, and information such as line breaks or power outages, relevant to affected neighborhoods.

3.9. The customer portal Solution shall have the ability to measure overall water conservation efforts and be able to provide analytics on each program. Such programs shall include residential and commercial rebate tracking, violation management, and educational and public outreach programs.

3.10. The customer portal Solution shall have the ability to create reports for conservation programs which include water saving factor calculations in gallons and acre-feet, while showing up-to-date reporting values for all conservation programs on a monthly basis.

3.11. The customer portal Solution shall provide trending statistics, high/low monthly averages, and annual averages for each account. Ideally, the customer portal Solution will provide temperature and rainfall data, as well.

3.12. The customer portal Solution shall provide a minimum of 24 months (preferably more) of customer consumption and payment history. The City intends to use the history capability of the portal Solution to minimize data conversion requirements for its CIS conversion.

3.13. The customer portal Solution shall have the ability to integrate with the City's Master Meter Advanced Metered Analytics System which shall enable the City's customers monthly, hourly or daily water consumption information and provide the City's customers the ability to set notification alerts of potential leaks. The City's customers shall have the ability to view past usage (current and prior year), as a comparison.

3.14. The customer portal Solution shall allow the City's customers the ability to view and pay bills on either the customer portal or the customer's mobile device. The customer portal Solution shall have a process to import a payment file to the City CIS Billing system to update customers' accounts. The customer portal Solution shall allow the City's customers to see billing history for the duration of their account.

3.15. The customer portal Solution <u>may</u> allow the City's customers to request services such as move in/move outs through a two-way communication process.

3.16. The customer portal Solution shall allow for the utility staff to see what the customer sees on all of the analytics associated with an account, such as payment history and usage patterns.

3.17. The utility analytical tool Solution shall allow simple, customizable viewing (dashboard style) or compilation of data for utility data needs including, but not limited to, specific customer classes such as single-family, commercial, multi-family, industrial and institutional, with options for sub-classes such as parks and schools, for water, wastewater, drainage, garbage, geographic areas, conservation patterns and any other utility data the City may choose to bill through its system.

3.18. The customer portal Solution shall have administration privileges granted to the utility so that changes/additions can be made without extensive help or support from the successful Respondent.

3.19. Both the customer and the utility shall have the ability to reset customer passwords, if needed.

3.20. The successful Respondent shall maintain confidential and proprietary all information belonging to the City of Round Rock and its utility customers. The successful Respondent shall provide a means for secure data transmission to and from the City of Round Rock and a method to confirm receipt of any or all data transmissions.

3.21. The successful Respondent shall have a disaster recovery plan which includes backup power, offsite data centers, redundancy of equipment, and a formal disaster recovery agreement or site.

3.22. The successful Respondent shall provide on-site training to utility and IT staff at culmination of project and as needed, for the first full year of service. The successful Respondent shall provide training and/or user manuals or other applicable resources for the City's staff.

3.23. The customer portal Solution shall be customizable with City logos and brands, and have the capability to add or remove features as the City and the successful Respondent determine necessary.

4. **AGREEMENT TERM:** The successful Respondent shall assume a contract term of five (5) years**.** (Information on cancelling an agreement is found in Section IV, General Terms and Conditions, 2. Cancellation.)

5. **RESPONDENT QUALIFICATIONS**: The City requires that the successful Respondent possess the qualifications and expertise necessary to develop, implement, and maintain the Solution as described in the Requirements. The City understands that the software and solutions available are rapidly changing. The City is looking for the provider with not only the required experience, but also the demonstrated ability to continue to adapt and improve with the environment and market. The Respondent shall provide the following:

5.1. Company Description

5.1.1. Respondent shall provide a brief outline of the company and services offered, including full legal name of the company and year business was established

5.1.2. Respondent shall provide information to confirm that all involved business entities have the experience and stability necessary to provide the services requested in this RFP.

5.1.3. Respondent shall provide an overview and brief description of the Respondent's work history, with specific focus on how the Respondent has established a pattern of enhancing and improving the customer experience and technology platform.

5.1.4. Respondent shall provide a narrative describing what uniquely qualifies the Respondent for this program.

5.1.5. Respondent shall provide information on current software clients, including total number of current clients, and a list of all municipal or utility clients.

5.1.6. Respondent shall provide identification and evidence of relevant licenses/certifications the Respondent currently holds.

5.1.7. Respondent shall provide a description of any and all potential conflicts of interest including, but not limited to any business relationships with current vendors or employees.

5.1.8. Respondent shall provide all litigation the company or its principals have been involved in within the last three (3) years.

5.1.9. Respondent shall provide two years audited financial statements, including any notes or supplemental schedules

5.2. Project Delivery Approach: The Respondent's proposal shall include a description of the project delivery approach, the roles and responsibilities for the Respondent and Round Rock, and all the activities and tasks required to plan, design, build, test, implement, support, and provide training for both the implementation and ongoing operation of the Solution.

5.3. Staffing: The Respondent shall describe its staffing plan, including describing the experience and qualifications of key staff that will be working on the project and shall designate a main point of contact for the City of Round Rock.

5.4. The City reserves the right to satisfy itself that the Respondent will be able to perform under the agreement and may request any information which is deemed necessary to determine the qualifications and acceptable responsibility from the Respondent. If the information supplied by the Respondent is insufficient, the City may request additional information or reject the proposal and select another Respondent based on the evaluation criteria and overall scoring and rankings of proposals.

5.5. Legal Requirements: It shall be the responsibility of the Respondent to be knowledgeable of all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the services covered herein which may apply.

5.6. Respondents domiciled outside the United States will not be included for consideration in this procurement process. Only companies with a home office in the United States will be considered.

SECTION III
PROPOSAL INFORMATION

1. **SCHEDULE OF EVENTS:** It is the City's intention to comply with the following solicitation timeline:

EVENT	DATES
Release of RFP	March 27, 2017
Deadline for Submission of Questions	April 4, 2017, 5:00PM (CST)
City Response to all Questions/Addendums	April 10, 2017, 5:00PM (CST)
Opening Date for Proposal	April 18, 2017, 3:00PM (CST)
Interviews/Demonstrations, if necessary	April 24 and/or May 1, 2017 (week of)
Contract Award Date	June 22, 2017
Notice to Proceed	June 26, 2017

NOTE: The City reserves the right to modify these dates. Notice of date changes will be posted to the City's website.

2. <u>SUBMISSION REQUIREMENTS</u>: To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below.

2.1. <u>PROPOSAL PACKAGING</u>

2.1.1. Sealed responses shall be clearly marked on the outside of packaging with the **Company Name, Solicitation Title, RFP Number, Due Date, and "DO NOT OPEN"**. Responses shall be clear and concise and shall include at a minimum: title page, transmittal letter, index or table of contents, dividers for each section and all required attachments. Information in excess of those pages allowed may not be evaluated. One page shall be interpreted as one side of a double-spaced, printed, 8 1/2" X 11" sheet of paper. It is recommended that responses be submitted in ringed binders, metal spirals, or another bound format that best contains all required documentation for submission.

2.1.2. The Respondent shall submit one (1) "Original" signed paper copy clearly labeled and five (5) copies, clearly identified as "COPY", of its Response.
In addition, the Respondent shall submit one (1) flash drive, each containing a complete copy of respondent's submission in an acceptable electronic format (PDF, RTF, DOC, XLS). A complete copy of the Response includes all documents required by this Solicitation. The flash drive shall be titled: "SOLICITATION NUMBER 17-008, complete copy of [Respondent's Name] submission."

If supplemental materials are included with the response, each flash drive shall include such supplemental materials. The response and accompanying documentation are the property of the City and will not be returned.

2.1.3. Respondents to this RFP are responsible for all costs of proposal preparation.

2.1.4. All proposals shall be received and time stamped at the City prior to or on the closing date of April 18, 2017, 3:00 pm, Central Standard Time (CST), as specified in <u>Section III Schedule of Events</u>.

NOTE: Late Proposal(s) will not be considered under any circumstances and will be returned unopened, if return address is provided.

2.1.5. Receipt of all addenda (**Addendum Acknowledgment Form Attachment C**) to this RFP must be acknowledged, signed, and included with the proposal response.

2.2. <u>CONTENT</u>: Proposals submitted without the information in the organization outlined below may be rejected. The City reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the City. The Proposal Submittal, all Attachments, and all Addendums shall be included with your proposal response. **<u>Failure to do so may result in disqualification.</u>**

2.2.1. **<u>Title Page</u>** (1 page) – Show the solicitation title and number, the name of your firm, address, telephone number(s) name of contact person and date.

2.2.2. **<u>TAB 1 - Letter of Transmittal</u> (1 page)** – Identify the services for which solicitation has been prepared.

2.2.2.1. Briefly state your company's understanding for the services to be performed and make a positive commitment to provide the services as specified.

2.2.2.2. A brief statement why the firm believes itself to be best qualified to provide the Solution and meet the requirements.

2.2.2.3. Provide the name(s) of the person(s) authorized to make representations for your firm, their titles, address, telephone numbers and e-mail address.

2.2.2.4. The letter of each solicitation shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individuals(s) signing the solicitation shall be clearly shown immediately below the signature.

2.2.3. **TAB 2 - Table of Contents** **(1 page)** – Clearly identify the materials by Tab and Page Number.

2.2.4. **TAB 3 – Respondent Qualifications (3 pages)** – Provide detailed information on the firm and firm history as described in Section II.

2.2.5. **TAB 4 – Solution and Program Features (5 pages)** – This section will clearly describe the Solution, its features, including its capability to meet the Requirements described in Section II. Screen shots, reports or other examples may be included in Attachment C. At a minimum, this section should describe:

2.2.5.1. Provide an overview of the Respondent's Customer Portal Solution. Describe the major components, features, and advantages of the Solution.

2.2.5.2. Describe how the Solution is delivered (on premise, SaaS, etc.)

2.2.5.3. Describe how reliability is managed, including backups, disaster recovery, and mirroring to ensure high availability.

2.2.5.4. Describe how the Solution is tested and maintained.

2.2.5.5. Describe the security architecture. Describe how sensitive customer and financial data will be secured/encrypted at rest and in transit to ensure the privacy and confidentiality of all customers.

2.2.5.6. Describe the post deployment customer support.

2.2.5.7. Describe the typical Solution upgrade/release schedule.

2.2.5.8. Describe how scheduled maintenance and upgrades are handled to minimize impacts to customers, including the notification process.

2.2.6. **TAB 5 – Project Delivery Approach & Timeline (2 pages)** – At a minimum, this section should:

2.2.6.1. Describe the timeline, training and methodology to implement the Solution.

2.2.6.2. Describe any considerations for implementing the Solution in conjunction with the Munis implementation.

2.2.6.3. Describe any marketing, customer communications and adoption recommendations for the City to offer the portal Solution to its customers.

2.2.7. **TAB 6 – References (2 pages)** – Respondent shall provide the name, address, telephone number and e-mail address of a primary contact for at least three (3) municipalities or organizations of similar size that have utilized similar services from your organization, within the last three (3) years. Include a brief overview of the work performed. References may be checked prior to award. Any negative feedback received may result in disqualification of submittal.

2.2.8. **TAB 7 – Pricing Proposal (1 page)** – Respondent shall provide an all-inclusive fee proposal for the Platform and related described herein. The cost summary shall include:

2.2.8.1. First year costs by unit and in total as applicable to include all start up, training, software licensing and any others costs from project kick off through the first 12 months.

2.2.8.2. Three-year and five-year life cycle cost, by unit and in total as applicable, of program assuming 3% growth in new customers and typical customer adoption rate.

2.2.9. **Attachment A** – Reference Sheet. This section shall include the Respondent's References and must be included with the Respondent's proposal response.

2.2.10. **Attachment B** – Proposal Submittal Form and Execution must be signed and dated and included with the Respondent's proposal response.

2.2.11. **Attachment C** – Addendum Acknowledgement Form must be signed and dated and included with the Respondent's proposal response, if Addendums have been posted to the City website.

2.2.12. **Attachment D** – Additional Functionality and/or Other Options Form. The Respondent is invited to include in this section any additional functionality and/or other options which may not have been addressed in Section II Statement of Work, to help the City achieve its goal of selecting the best value Solution.

2.3. **All inquiries** must be submitted in writing to Yvonne Hopkins, CTPM by e-mail at: yhopkins@roundrocktexas.gov **on the due date noted in Section III Schedule of Events**. The City shall NOT be responsible for failure of electronic equipment or operator error.

2.4. All inquiries that result in written addenda to the RFP will be posted to the City's webpage: **http://www.roundrocktexas.gov on the date specified in Section III Schedule of Events**.

2.5. Respondents shall acknowledge and return all addenda on Addendum Acknowledgement Form **(Attachment C)**.

2.6. Upon issuance of this RFP, besides written inquiries as described above, other employees and representatives of the City will not answer questions or otherwise discuss the contents of this RFP with any potential respondent or their representatives. Failure to observe this restriction may result in disqualification of any subsequent response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this RFP.

2.7. **Delivery of Proposal:**

Exhibit "B"

Signed and sealed proposal response shall be submitted no later than April 18, 2017, 3:00PM, (CST), to the City by one of the following methods:

U.S. Postal Service	Overnight/Express Mail	Hand Deliver
City of Round Rock 221 East Main Street Round Rock, TX 78664-5299 **Attention: Yvonne Hopkins** Purchaser	City of Round Rock 221 East Main Street Round Rock, TX 78664-5299 **Attention: Yvonne Hopkins** Purchaser Hours – 8:00 AM to 5:00 PM Monday - Friday	City of Round Rock City Hall – Reception Desk 221 East Main Street Round Rock, TX 78664-5299 **Attention: Yvonne Hopkins** Purchaser Hours – 8:00 AM to 5:00 PM Monday - Friday

2.8. **Proposal Opening:**

2.8.1. Proposals will be received at the City of Round Rock, City Hall, 221 East Main Street, Council Chambers, Round Rock, Texas 78664, until the date and time established for receipt of proposal.

2.8.2. Only the names of the respondents who submitted a proposal will be made public in a manner that does not disclose the contents before an award.

2.8.3. Prices and terms will not be divulged until after award. The City considers all information, documentation, and other related submission materials to be confidential and/or proprietary before an award.

2.8.4. Telephone, facsimile, or e-mailed proposals are not accepted in response to this RFP.

2.8.5. Responses cannot be altered or amended after opening.

2.8.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.

2.8.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.

2.8.8. All submitted proposal responses becomes the property of the City after the RFP submittal deadline/opening date.

2.8.9. Responses submitted shall constitute an offer for a period of ninety (90) days or until selection is made by the City.

3. **EVALUATION CRITERIA:** The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal *best meets the requirements and provides the best overall value to the City.*

3.1. Evaluation Criteria: Weights:

Respondents Qualifications & Experience 20%

Proposed Platform and Program Features	40%
References	20%
Price	20%
Maximum Weight:	100%

3.2. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers are necessary. Award of a contract may be made without discussions or Best and Final Offers, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their proposal. A request for a Best and Final Offer is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.

3.3. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.

3.4. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.

3.5. The City reserves the right to waive any minor technicality, irregularities or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.

3.6. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.

3.7. The City may develop a "short list" of qualified proposal, and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

4. SELECTION AND AWARD PROCESS:

4.1. Proposal shall be scored by an evaluation committee, using the criteria shown in Section III, Proposal Information, Evaluation Criteria, Paragraph 3.1. In the event an award does not occur, the process may continue until the City makes an award or terminates the process.

4.2. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any contact by the Respondent with the City regarding this RFP, other than those submitted in writing will result in disqualification of the Respondent's proposal.

4.3. **Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.**

4.4. An independent signed authorized contract will be sent to the successful Respondent. Execution of a City of Round Rock contract is required prior to processing any payments to the awarded Respondent.

5. AGREEMENT NEGOTIATIONS: In establishing an agreement as a result of the solicitation process, the City may:

5.1. Review all submittals and determine which Respondents are reasonably qualified for award the agreement.

5.2. Determine the Respondent whose submittal is most advantageous to the City, considering the evaluation criteria.

5.3. Attempt to negotiate with the most responsive Respondent for an agreement at fair and reasonable terms, conditions and cost.

5.4. If negotiations are successful, enter into an agreement.

5.5. If not successful, formally end negotiations with that Respondent. The City may then:

5.5.1. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.

5.5.2. The City shall continue this process until an agreement is entered into or all negotiations are terminated.

5.6. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.

6. POST AWARD MEETING: The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:

6.1. Provide City contact(s) information for implementation of the Agreement.

6.2. Identify specific milestones, goals and strategies to meet objectives.

SECTION IV
GENERAL TERMS AND CONDITIONS

(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

1. **ABANDONMENT OR DEFAULT:** A Respondent who abandons or defaults on work which causes the City to purchase goods or services elsewhere may be charged the difference in cost of goods, services or handling, if any, and may not be considered in the re-advertisement of the goods or services and may not be considered in future solicitations for the same type of work unless the scope of work is significantly changed. If the respondent defaults on the contract, the City reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best responsive and responsible respondent. The defaulting respondent shall not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.

2. **CANCELLATION:** The City reserves the right to cancel the Agreement for default of all or any part of the undelivered portion of the order if the Respondent breaches any of the terms hereof including warranties or becomes insolvent or commits acts of bankruptcy. Such right of cancellation is an addition to and not in lieu of any remedies, which the City may have in law or equity. Upon award, this contract may be cancelled, without penalty, by either party by providing thirty (30) days written notice to the other party. The City shall pay the respondent the contract price prorated for acceptable service performed up to the date specified in the notice of cancellation. Termination under this paragraph shall not relieve the respondent of any obligation or liability that has occurred before cancellation. The respondent shall refund any balance of unused prepaid funds to the City.

3. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

   3.1. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating “CONFIDENTIAL” on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

   3.2. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

4. **PROPRIETARY OR CONFIDENTIAL INFORMATION:** Responses may include proprietary or confidential information. The City shall take reasonable precautions in protecting such information provided that it is clearly identified as proprietary or confidential on the page on which it appears.

5. **DAMAGE CLAIMS:** The Respondent shall be responsible for damage to the City’s equipment or property, the workplace and its contents by its work, negligence in work, its personnel and equipment. The Respondent shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work. The respondent shall defend, indemnify, and hold harmless the City, all of its officers and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omission of respondent or any agent, employee, sub-Respondent, or supplier of Respondent in the execution or performance of this contract.

6. **INTERLOCAL COOPERATIVE CONTRACTING (PIGGYBACK):** Other governmental entities may be extended the opportunity to purchase off of the City's Agreements, with the consent and agreement of the awarded Respondent(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in a Respondent's submittal. However, all parties indicate their understanding and hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

7. **RIGHT TO AUDIT:**

7.1. The Respondent agrees that the representatives the City shall have access to, and the rights to audit, examine, or reproduce all records of the Respondent related to the performance under this Agreement. The Respondent shall retail all such records for a period of three (3) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Respondent are resolved, whichever is longer. The Respondent agrees to refund to the City any overpayments disclosed by any such audit.

7.2. Respondent understands that acceptance of funds under this contract acts as acceptance of the authority of the City to conduct an audit or investigation in connection with those funds. Respondent further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Respondent shall ensure that this clause concerning the authority to audit funds received indirectly by sub-Respondents through the respondent and the requirement to cooperate is included in any subcontract it awards.

8. **TAX EXEMPTION:** The City of Round Rock is exempt from all Federal excise, State, and Local taxes unless otherwise stated in this document. The City claims exemption from all States and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemptions Certificates will be furnished upon request. Respondents shall not charge for said taxes. If billed, City will not remit payment until invoice is corrected.

9. **RESPONDENT RESPONSIBILITES**:

9.1. The respondent shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the contract including, if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, respondent shall furnish the City with satisfactory proof of its compliance.

9.2. The Respondent shall fully and timely provide all deliverables described in the Solicitation, Contract/Purchase Order and in the Respondent's response in strict accordance with the terms, covenants, and conditions of the Agreement and all applicable Federal, State, and Local laws, rules and regulations.

10. **AWARD OF CONTRACT:**

10.1. A response to a solicitation is an offer to contract with the City based on the terms, conditions and specifications contained in the solicitation. Responses do not become contracts unless it is accepted through an authorized signed approved City Contract.

10.2. This contract shall be conducted in accordance with Texas Local Government Code Chapter 252. The contract shall consist of the RFP; any questions and answers and/or addenda as a result of the submitted written questions; the Successful Respondent's response; any City request for a Best and Final Offer; any successful respondent's Best and Final offer; the

Notice of Award; and any subsequent written amendments agreed to by the City and the Respondent (the “Contract Documents”).

10.3. Any contract resulting from this solicitation is subject to cancellation, without penalty, either in whole or in part, if the funding is not appropriated by the City of Round Rock. The contract for this procurement shall be governed, construed and interpreted under the laws of the State of Texas.

10.4. This contract is void if sold or assigned to another company without written approval of the City. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City designated Project Leader(s) and Contract Administrator as soon as possible, but not later than thirty (30) days from the date of change.

11. **SPECIFICATIONS:** The services performed shall be in accordance with the purchase specifications herein. The City shall decide the answers to all questions that may arise as to the interpretation of the specifications and the quality, or acceptability of work performed. The City shall decide the rate of progress of the work and the acceptable fulfillment of the service on the part of the respondent.

12. **PATENTS OR COPYRIGHTS**: The respondent agrees to protect the City and each participating municipality from claims involving infringement of patent or copyrights.

13. **RESPONDENT ASSIGNMENTS**: The successful respondent hereby assigns to purchaser, any and all claims for overcharges associated with any contract resulting from this RFP which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

14. **DISPUTE RESOLUTION**: If a dispute or claim arises under an Agreement, the parties agree to resolve the dispute or claim by appropriate internal means. If the parties cannot reach a mutually satisfactory resolution, any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, City and Respondent shall each select a mediator and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the parties.

City and Respondent hereby expressly agree that no claims or disputes between the parties arising out of or relating to the Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

15. **SUBSTITUTIONS**: Substitutions are not permitted without the written approval of the City.

16. **PUBLIC DISCLOSURE**: No public disclosures or news releases pertaining to this RFP shall be made without prior written approval of the City. The respondent shall coordinate and obtain approval for the following activities, which include but are not limited to: orientation sessions, sales calls, customer user seminars, and general mailings to municipalities.

17. **PUBLIC INFORMATION ACT**: Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”).

18. **ANTI-LOBBYING AFFIDAVIT**: By executing the response to the RFP, the Respondent agrees to the following terms and conditions of the RFP. From and after the deadline for submission of the initial response, RFP No. 17-008 – UTILITY AND CUSTOMER ENGAGEMENT PLATFORM, the Respondent, its employees, officials, agents, and sub-Respondents shall not communicate or attempt to communicate about this RFP and the entity’s response with City personnel, the evaluation committee members, and the other City officials involved in making recommendations or decisions for award of contracts arising from this RFP; provided, however, the entity, its employees, officials, agents, and sub-Respondents shall be allowed to participate in the City sponsored evaluation process, in the form authorized.

Further, the Respondent shall not, through indirect means of unpaid associates, volunteers, or other persons, communicate or attempt to communicate about the Respondent's response to any City personnel, the evaluation committee members, or the other City officials involved in making recommendations or decisions for award of contracts arising from this RFP. The Respondent understands and agrees that violation of this requirement may result in rejection of its Proposal as a violation of the terms and conditions of the procurement process.

19. **ADDITIONAL TERMS AND CONDITIONS**: In addition to the above General Terms and Conditions listed in Section IV, the City's Definitions, Terms and Conditions shall be enforced and part of the contract and can be obtained from the City's website at: http://www.roundrocktexas.gov

City of Round Rock

ATTACHMENT A
REFERENCE SHEET

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

Respondent (Company): ______________________________

Name (Typed / printed): ______________________________

Telephone number: ______________________________

E-mail Address: ______________________________

Provide the name, address, telephone number and E-mail address of at least three (3) references from firms of comparable size that have utilized similar service. Include description, contact names, position, company name, e-mail address and telephone number for each reference listed. Any negative responses received may be grounds for disqualification of the Proposal. City of Round Rock references are not applicable. References may be checked prior to contract award.

Description of Services:	
Name of Contact:	
Title of Contact:	
Company Name:	
E-Mail Address:	
Telephone #:	
Fax #:	

Description of Services:	
Name of Contact:	
Title of Contact:	
Company Name:	
E-Mail Address:	
Telephone #:	
Fax #:	

Description of Services:	
Name of Contact:	
Title of Contact:	
Company Name:	
E-Mail Address:	
Telephone #:	
Fax #:	

City of Round Rock

ATTACHMENT B
PROPOSAL SUBMITTAL FORM AND EXECUTION

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

By signature hereon, the Respondent certifies that:

All statements and information prepared and submitted in the response to this RFP are current, complete and accurate.

He/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a City employee in connection with the submitted response. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this request for proposals.

RESPONDENT (COMPANY): ______________________________

SIGNATURE (IN INK): ______________________________

NAME (TYPED/PRINTED) ______________________________

TITLE:______________________________**DATE:** ______________

STREET: ______________________________

CITY/STATE/ZIP: ______________________________

TELEPHONE AND FAXSCMILE NO.: ______________________________

E-MAIL ADDRESS: ______________________________

FEDERAL TAX IDENTIFICATION NUMBER (FIN): ______________________________

By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. In addition to the above General Terms and Conditions listed in Section IV, the City's Definitions, Terms and Conditions shall be enforced and part of the contract and can be obtained from the City's website at: http://www.roundrocktexas.gov/home/index.asp?page=463.

City of Round Rock

ATTACHMENT C
ADDENDUM ACKNOWLEDGMENT FORM

NOTE: IF ADDENDUMS HAVE BEEN ISSUED, RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

ADDENDA ACKNOWLEDGMENT: The undersigned acknowledges the receipt of the following Addenda:

Addendum #:______________________________**Dated:** ____________________________

Addendum #:______________________________**Dated:** ____________________________

Addendum #:______________________________**Dated:** ____________________________

Addendum #:______________________________**Dated:** ____________________________

Addendum #:______________________________**Dated:** ____________________________

Respondent (Company): ____

Signature (in ink): ____

Name (Typed/printed): ____

Title:____**Date:** ________________________

Exhibit "B"

City of Round Rock

ATTACHMENT D
ADDITIONAL FUNCTIONALITY AND/OR OTHER OPTIONS

The Respondent is invited to include in this section any additional functionality or other options which may not have been addressed in Section II Statement of Work, to help the City achieve its goal of selecting the best value Solution.

ROUND ROCK TEXAS
PURCHA SING DIVISION

CITY OF ROUND ROCK, TEXAS

Request For Proposal (RFP) for Utility and Customer Engagement Software Solution

RFP No. 17-008 Addendum No. --=1- Date of Addendum: April 10, 2017

Please note the clarification and/or additional information for the solicitation referenced above.

1. **Q: Does the City have a preference for an off the shelf turnkey solution vs. a customized solution made specifically for the City of Round Rock?**

   A: The City of Round Rock would prefer an existing product meant to meet the needs of this space for many clients. This will be more affordable and be more sustainable for future product development. Going with a custom solution would mean we would be a lone client completely dependent on the original developer of the product.

2. **Q: Can companies from outside USA apply for this? (Like from India or Canada?)**

   A: No. Per the RFP, Section II, Number 5.6, RESPONDENT QUALIFICATIONS, Respondents domiciled outside the United States will not be included for consideration in this procurement process. Only companies with a home office in the United States will be considered.

3. **Q: Will we need to come over there for meetings?**

   A: The City will coordinate and schedule with the vendor(s) any meetings if they are deemed necessary.

4. **Q: Can we perform the tasks (related to the RFP) outside USA? (Like from India or Canada?)**

   A: No. Per the RFP, Section II, Number 5.6, RESPONDENT QUALIFICATIONS: Respondents domiciled outside the United States will not be included for consideration in this procurement process. Only companies with a home office in the United States will be considered.

S. **Q: Can we submit the proposals via email?**

   A: No. Per the RFP, Section III, Number 2.7, DELIVERY OF PROPOSAL:

   Signed and sealed proposal response shall be submitted no later than April 18, 2017, 3:00PM, (CST), to the City by one of the following methods:

Exhibit "B"

U.S. Postal Service	Overniqht/Express Mail	Hand Deliver
City of Round Rock 221 East Main Street Round Rock, TX 78664-5299 **Attention: Yvonne Hopkins** Purchaser	City of Round Rock 221East Main Street Round Rock, TX 78664-5299 **Attention: Yvonne Hopkins** Purchaser Hours - 8:00 AM to 5:00 PM Monday - Friday	City of Round Rock City Hall - Reception Desk 221 East Main Stre et Round Rock, TX 78664-5299 **Attention: Yvonne Hopkins** Purchaser Hours - 8:00 AM to 5:00 PM Monday - Friday

Approved by

Yvon ne Hopkins, Purchaser, CTPM

By the signatures affixed below, Addendum No. 1 is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED:

Vendor Name ______________________

Authorized Name (print) ______________________

Authorized Signature ______________________

Date ______________________

RETURN ONE COPY SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.

Exhibit "B"

ROUND ROCK TEXAS
PURCHASING DIVISION

CITY OF ROUND ROCK
RFP No. 17-008
Request for Proposal for Utility and Customer Engagement Software Solution

RFP Solicitation No.: 17-008 **Addendum No: 2** **Date: April 14, 2017**

Please be advised that Addendum No. 2 is being issued to provide additional clarification and/or information regarding RFP No. 17-008 for Utility and Customer Engagement Software Solutions as follows:

Question No. 1 - Please clarify RFP Section 3.6 (tracking water conservation program details). Is this requirement a "must-have" for the City or is the requirement more of a "wish-list" item?

Answer: Desirable, but not mandatory.

Question No. 2 - Please clarify RFP Section 3.8 push messages (via a mobile app?). Is this requirement a "must-have" for the City or is the requirement more of a "wish-list" item?

Answer: Mandatory.

Question No. 3 - Please clarify RFP Sections 3.9 - 3.11 measuring water conservation efforts. Are these requirements a "must-have" for the City or is the requirement more of a "wish-list" item?

Answer: Desirable, but not mandatory.

Question No. 4 - Please clarify RFP Section 3.17 dashboard analytical tool. Is this requirement a "must-have" for the City or is the requirement more of a "wish-list" item?

Answer: Desirable, but not mandatory.

Approved by: Lorie Lankford
Lorie Lankford
Deputy Chief Financial Officer

Date: Jjs/1£_

By the signatures affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED:

Vendor	Authorized Signature	Date

RETURN ONE COPY SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.

Exhibit "B"

Utility & Customer Engagement Software Solution

Request for Proposal

RFP No. 17-008

Prepared by

Smart Energy Systems

April 18, 2017

Brad Adamske
E-mail: Brad.adamske@smartusys.com
Phone: 949-842-9470
Fax: 909.614.7125
Mailing address: 19900 MacArthur Blvd, Suite #370, Irvine, CA 92612
www.smartusys.com

Exhibit "B"

Tab 1 - Letter of Transmittal

Date: April 18, 2017

To: Purchasing Division (City of Round Rock)
221 East Main Street
Round Rock, Texas

Subject: Response to Request for Proposal, RFP No. 17-008 'Utility & Customer Engagement Software Solution'

Thank you for the opportunity to submit our proposal to provide City of Round Rock (City) with hosted, SaaS-based, Utility and Customer Engagement Software Solution that will meet all your functional & technical requirements outlined in the RFP. The Smart Energy Systems' (SES) proposes its industry #1 customer engagement solution, Smart Customer Mobile Portal (SCM®) platform, to serve your residential, commercial & wholesale customers along with our analytics platform Smart iQ (SiQ™) which will allow the City staff to monitor customer usage and track program performance, analyze customer behavior, view usage patterns, analyze seasonal variations, etc. Our proposed platforms are already in use and operating effectively in other jurisdictions of similar size and complexity. No subcontractor is involved for the given scope of work. We believe that our team is exceptionally well qualified to perform the scope of work set forth in your RFP. Specifically, we bring:

- An Award Winning Solution - SCM®, 2016 Smart Grid Product of the Year, is the proven #1 customer engagement platform in the industry, which will deliver all the Customer portal requirements of City along with Smart IQ™ (SiQ™) as internal analytical tool, stated in the RFP.
- SCM® has been successfully deployed at a number of large, medium, and small utilities, including Glendale Water and Power (GWP), Los Angeles Department of Water and Power (LADWP), NL Hydro, El Paso Electric, San Diego Gas & Electric (SDG&E), City of Newport Beach, Fairfax Water, etc.
- SCM® is pre-integrated with CIS system, Tyler Munis, Tyler Incode, Chase Paymentech, Advanced Meter Infrastructure (AMI), Master Meter Automated Metered Analytics (AMA), online bill pay systems, Munis financial software suite and Cityworks and other industry-leading utility enterprise software and solutions to ensure fast and robust implementation.
- We are domain experts exclusively focused on the energy and utility industry. Our team includes industry veterans who bring extensive experience in deploying technology solutions at utility companies.
- Pre-Built Functionality - Our solution provides pre-built modules such as My Account, Notification, Usage, Billing, Compare, Efficiency/ Conservation, Service, Connect Me, Dashboard, Customer Engagement Analytics, Administration, CSR workbench, Program Management, Conservation Analytics to support your end-to-end customer engagement and internal utility-facing requirements.
- Customer Analytics - Our solution includes an analytics platform SiQ™ that provides real time information on water end-use efficiency, rebate & program tracking and consumption reporting that deliver detailed insights to our water utility clients to achieve reductions in water use and manage their business more efficiently.
- Quick Implementation - With pre-built integration and project accelerators, we are confident that we can deliver the SCM® & SiQ™ solution in 14 to 16 weeks and meet your desired deadline.

Having implemented our solution at a number of utility clients with different technology ecosystems, we bring pre-built integration toolkit and adaptors to deliver a plug-and-play experience for you. With your approval, we are prepared to begin immediately. We are available to meet with you to answer any questions you may have regarding our proposal and our approach. For any further communication related to this proposal, please contact Brad Adamske at 949-842-9470. Brad Adamske is authorized to legally bind SES for the submitted proposal.

Exhibit "B"

Sincerely,

Brad Adamske
E-mail: Brad.adamske@smartusys.com
Phone: 949.842.9470
Fax: 909.614.7125

Exhibit "B"

Tab 2 - Table of Contents

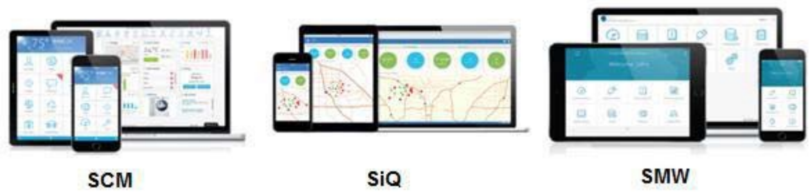
Exhibit "B"

Tab 3 - Respondent Qualifications

Company Description

1. Respondent shall provide a brief outline of the company and services offered, including full legal name of the company and year business was established.

Response: Established in 2009, Smart Energy Systems (SES) is the leading provider of cloud-based Software-as-a-Service (SaaS) solutions for Customer Engagement, Workforce Mobility, and Big Data Intelligence and Analytics to the Energy and Utility sector. SES is a business solution company focused on delivering optimized digital platform solutions including Smart Customer Mobile (SCM®), Smart Mobile Workforce (SMW®) and Smart iQ™ to the Power, Gas & Water utilities and to the Smart Cities. Our software solution support all type of users including residential, commercial, industrial, utility field workers, admin staff, contractual employees etc.



SES has been dedicatedly working for the utility sector for past 8 years and has delivered innovative Mobile, Tablet & Desktop application solutions to large scale and mid-size energy providers. Our efforts have been recognized by the utility industry. SES has to its credit several industry accolades not only for successful deployments but also for showcasing our innovation and product excellence. We have also been recognized amongst the 'Top 100 Technology companies' by Red Herring and honored as one of the '50 most promising utility service providers' by CIO Review Magazine. Our product, SCM® is the winner of '2016 Customer Engagement Product of the Year'. Moreover, Fierce Energy selected SES for demonstrating the true value of Customer Engagement by honoring us with two awards in the category of 'Best in Show' and 'Best Customer Engagement'.

2. Respondent shall provide information to confirm that all involved business entities have the experience and stability necessary to provide the services requested in this RFP.

Response: SES has been associated with utility industry for the past 8 years and our team includes seasoned utility professionals who have delivered Customer Portal (SCM®) & Smart Analytics (SiQ™) implementations for large and medium scale utilities in varied technology environment. With more than 410+ technology and utility-sector professionals dedicated to the development and delivery of innovative solutions, our team includes a mix of utility industry veterans along with technologists focused on bleeding edge innovations in customer engagement, workforce management and analytics. As an example, Lance Brown, VP of Customer Solutions is a customer service professional with more than 35 years of experience in the public utility and retail industries. The majority of his experience comes from his career with the Los Angeles Department of Water and Power (LADWP), the largest municipal utility in the United States. The detailed service mapping done by our support team reveals, SES is well-placed to be single vendor partner for City.

The table below lists some of the major clients in the Utilities industry who have benefited largely with our platform solutions:

Exhibit "B"

Utility Clients		
Glendale Water & Power	Los Angeles Department of Water and Power (LADWP)	NL Hydro
San Diego Gas & Electric (SDG&E)	Pacific Gas and Electric Company (PG&E)	City of Newport Beach
NL Hydro	Fairfax Water	National Grid
California American Water	Aquarion Water	El Paso Electric (EPE)
UGI	Simply Energy	City of San Diego

Our strong proposition is backed by Smart Customer Mobile (SCM®), the #1 customer engagement mobile and web-portal platform that will address all Customer portal requirements of City and utility-facing Smart IQ™ platform to address internal analytical requirements of City.

3. Respondent shall provide an overview and brief description of the Respondent's work history, with specific focus on how the Respondent has established a pattern of enhancing and improving the customer experience and technology platform.

Response: SES has been dedicatedly working for utility sector for past 8 years and has delivered innovative mobile & desktop application solutions to many large scale and mid-size energy providers. SES exclusively serves the energy & utilities industry and continues to invest to innovate with trending technologies and integrate with industry third party software and hardware to provide One-Stop solution for utilities. Our Research & Development team dedicatedly works on innovative technologies, system upgrades for latest versions compatibility, new software functionalities, security upgrades, and new file formats etc. Continual monitoring mechanism adopted by SES to track market development in area of utility's supply & demand side requirements, GUI controls, editing tools, search engines, web-forms designing, security & validation principles, document types, latest file storage technologies. In coordination with City of Round Rock staff, our vastly experienced consultants will increase your business performance by deploying industry best practices, standardized business processes, and modern state-of-the-art technologies adopted by large-scale utility players globally. SES proactively works towards software enhancements and developments based on utility requirements, market needs, inputs from subject matter experts, advisory group etc. and accordingly establish its product roadmap along with associated criticalities & priority levels.

Following table highlights our organization focus to keep pace with changing utility industry requirements, computer and software technology.

	2012	2013	2014	2015	2016
% of total revenue utilized for Product Development.	45%	45%	48%	52%	58%

4. Respondent shall provide a narrative describing what uniquely qualifies the Respondent for this program.

Response: The major strengths of SES solution that uniquely qualifies us for this program are:

- Pre-built Integration with CIS system, Tyler Munis, Tyler Incode, Chase Paymentech, Advanced Meter Infrastructure (AMI), Master Meter Automated Metered Analytics (AMA), online bill pay systems, Munis financial software suite and Cityworks or any backend systems.
- Quick deployment (14 - 16 Weeks)
- Advanced reporting and analytical solution to determine and monitor customer's usage, monitor conservation performance, rebate participation analysis etc. in realtime.

Exhibit "B"

- Pre-built modules such as My Account, Notification, Usage, Billing, Compare, Efficiency/ Conservation, Service, Connect me, Dashboard, Customer Engagement Analytics, Administration, CSR workbench, Program Management, Conservation Analytics etc.

5. Respondent shall provide information on current software clients, including total number of current clients, and a list of all municipal or utility clients.

Response: Over the last 8 years SES has successfully delivered our solutions to Electric, Water, and Gas Utilities with similar requirements as the City.

Total number of Current software clients i.e. Smart Customer Mobile (SCM) Version: 6.0 and above	11+
Total number of current clients	30+

The table below lists some of our clients in the utilities industry including municipal or utility clients who have benefited largely with our platform solutions:

Utility Clients		
Fairfax Water	Pacific Gas & Electric (PG&E)	Southern California Edison (SCE)
San Diego Gas & Electric (SDG&E)	Los Angeles Department of Water and Power (LADWP)	Nalcor Energy
Glendale Water & Power	Cal American Water	Middle Tennessee Electric Cooperative (MTEMC)
City of Newport Beach	National Grid	El Paso Electric (EPE)
Navajo Electric Authority	Ameren Corporation	UGI Energy Services
Elan Energy	Corona	Grant PUD
Vaughn Water	NL Hydro	Aquarion Water
Imperial Irrigation District (IID)	City of Madera	LA County Waterworks Districts

6. Respondent shall provide identification and evidence of relevant licenses/certifications the Respondent currently holds.

Response: As the leading software provider in this space, we are certified on the software side by all the appropriate requirements, whether for integration purposes by the likes of Oracle or SAP, etc. or from a security standpoint. We would be happy to share the certifications that are relevant to this particular project once we enter into the knowledge sharing and design phase.

7. Respondent shall provide a description of any and all potential conflicts of interest including, but not limited to any business relationships with current vendors or employees.

Response: SES certify that no conflict of interest exists with respect to this RFP and attest that our proposal has been made and submitted in good faith and without collusion or fraud with any other person or entity. SES is independent of and has no organizational, financial, or personal conflicts of interest with respect to this RFP. Neither SES, nor any of its owners, managers, partners, or board members have any business relationships with current vendors or employees of City. There exists no pecuniary interest in City's procurement of any goods or services in furtherance of stated RFP.

8. Respondent shall provide all litigation the company or its principals have been involved in within the last three (3) years.

Response: We would like to confirm that SES has never been involved in any litigation and no civil or criminal investigation is pending against us in any Court of Law. During our business journey, we have never witnessed any contract failures.

9. Respondent shall provide two years audited financial statements, including any notes or supplemental schedules

Response: SES is a privately held company and reserve this information as confidential. SES will disclose financial information post award of contract. Having said that, SES is financially sound organization with no bankruptcy or insolvency proceedings reported by SES during its business journey. We have successfully contracted with some of the largest utility companies in past and are confident of providing the information that City of Round Rock needs, to review the financial viability of our company. Our company is financially stable. Given we are a private company, we customarily do not make our financial details public.

Project Delivery Approach

The Respondent's proposal shall include a description of the project delivery approach, the roles and responsibilities for the Respondent and Round Rock, and all the activities and tasks required to plan, design, build, test, implement, support, and provide training for both the implementation and ongoing operation of the Solution.

Response: SES aims to leverage the latest technology, advanced implementation tools, well-proven project management framework, risk mitigation plans, software & system testing, learnings from past implementations, modern training methods that has helped our existing clients to witness hassle free transition. We will bring our industry-leading project management best practices and adhere to mutually agreed implementation plan which can be modified and adjusted based on your requirements. With our experience and domain expertise, SES is confident we can provide the necessary expertise, guidance, and support required to help City be successful in its initiative to implement a customer portal solution and internal analytical tool that offers complete functionality for the City's utility customers and staff, including a platform used to view customer water consumption, billing and other utility data. Our consultants will increase your business performance by analyzing what are your internal & customers-facing needs and how can we deliver solution within target budget & timelines. Our team analyses the current business processes of the solution during various work shop sessions scheduled so as to understand the existing gaps and provide optimum consultation for the best fit solution and streamline business processes.

As a standard practice, SES will provide pre-implementation & post-implementation professional services to City including implementation consulting, configuration and installation of the software, migration of reference data into the new proposed software, required process documentations, integration with required external systems, acceptance testing, user training and project management of mutually agreed responsibilities and activities. SES will deliver following professional services to City of Round Rock:

- Software installation and configuration
- Implementation consulting
- Staff Training
- Data Conversion
- Documentation (user guides)
- Project Management
- Software maintenance and on-support

Please refer 'Appendix-3 SES- Project Management Methodology' for detailed explanation of SES' project delivery approach, the roles and responsibilities for SES and list of all project activities and tasks anticipated.

Assistance required from City staff

Below is the anticipated involvement required from City staff for project implementation:

City's Project Team Members	Role	Responsibility

Exhibit "B"

TBD	Executive Sponsor	Provide sponsorship, business drivers, and direction for the overall goals and leadership of the implementation
TBD	Project Manager	Responsible for ensuring all project team members coordinate for a successful delivery of the implementation on schedule and within budget. Teams include SES and the City resources and any third-party vendor required for integration.
TBD	Solution/ Technical Lead	Responsible for providing documentation and technical expertise of existing the City source systems, application processes, security requirements, and any other pertinent the City specific technical requirements.
TBD	User Acceptance Testers	Responsible for end user testing of the solution from a customer and a utility perspective including all final functions and features.

The high-level expectations from City for making this project initiative a grand success in a hassle-free transition environment:

- The City staff will be accessible and actively participating throughout the engagement and able to make the necessary decisions to move the project forward in accordance with predefined timelines.
- City will have overall project management responsibility. SES will provide a project manager for its staff and deliverables. Microsoft Project application will be used by your team to manage project tasks and scheduling.
- All relevant backend IT systems (including third party applications) of City to be accessible for SES project team.
- Timely availability of City resources during database installation, App server set-up, network configurations & testing phase etc. as per mutually agreed Project Plan.
- Availability of City team for Knowledge Transfer & sign-off at all stages of implementation.

Staffing

The Respondent shall describe its staffing plan, including describing the experience and qualifications of key staff that will be working on the project and shall designate a main point of contact for the City of Round Rock.

Response: SES is responsible for providing personnel who are competent, experienced, and adequately trained and equipped to manage, supervise, and perform required tasks. Our proposed project team is highly knowledgeable and has intensive utility industry experience in managing various customer engagement and Utility solutions for Government entities as well as privately owned utilities. The proposed project team is outlined in table below:

SES TEAM MEMBER	TITLE
Travis Parker	Director - Product Delivery
Manoj Singh	Vice President - Product Engineering
Megan Morgan	Project Manager
Harsha Bana	Business Analyst
Atul Someshwar	Data Architect Lead
Sabyasachi Swain	QA Lead
Kaitlyn Marmaduke	Manager of Client Support and Success

SES has a dedicated team of seasoned professionals for our implementations who will be led by our Project Manager. The Project Manager will coordinate and communicate all aspects of the implementations with your project team and provide the first line of support as and when needed. SES nominates Megan Morgan as Project Manager for this implementation. She will be working closely with your team for development, implementation, and training and support services throughout this project for the SCM® & SiQ™ deployment. Megan will have overall responsibility for end to end project oversight of the implementation including developing the project plans, coordinating with the project stakeholders, team communication, project risks management, schedule adherence, budget tracking, issues resolution and project delivery.

Please refer 'Appendix 2 – Project Team Experience' for detailed information on experience and qualifications of SES key project staff that will be working on this project.

The City reserves the right to satisfy itself that the Respondent will be able to perform under the agreement and may request any information which is deemed necessary to determine the qualifications and acceptable responsibility from the Respondent. If the information supplied by the Respondent is insufficient, the City may request additional information or reject the proposal and select another Respondent based on the evaluation criteria and overall scoring and rankings of proposals.

Response: SES agree to the requirement and will provide information as relevant for this project.

Legal Requirements

It shall be the responsibility of the Respondent to be knowledgeable of all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the services covered herein which may apply.

Response: SES acknowledge and will comply with given requirement.

Respondents domiciled outside the United States will not be included for consideration in this procurement process. Only companies with a home office in the United States will be considered.

Response: SES comply with given criteria. Smart Energy Systems (SES) is headquartered in Irvine, California (United States). Our entire project staff including sales team, project manager, developers, trainers, testing team are based out of Irvine (California) and available for onsite meetings as when required by City of Round Rock.

Tab 4 – Solution & Program Features

1. Provide an overview of the Respondent's Customer Portal Solution. Describe the major components, features, and advantages of the Solution.

Response: SES understands that City aims to develop and implement a customer portal solution and internal analytical tool that offers complete functionality for the City's utility customers and staff, including a platform used to view customer water consumption, billing and other utility data. The City expects to implement the new Utility and Customer Engagement Software Solution concurrent with its transition to Munis for utility billing. City is seeking a software solution that will allow its customers to take more control and initiative with their water use, by being able to see their water use in nearly real-time, receive alerts for potential leaks, and set threshold alerts when usage reaches a specific gallon amount used, manage their payments and monitor other utility services offered. The vendor solution is expected to promote an easy to use and seamless customer service interaction among the City's staff and its customers.

Proposed Solution

In order to achieve these objectives, SES is proposing our award-winning solution, Smart Customer Mobile (SCM®), to fulfill all customer-facing requirements in the RFP. Our proposed solution is a pre-built and proven platform that has been successfully deployed at several utilities and requires minimal development and integration effort to reduce time-to-value and the implementation risk for City. Our team includes seasoned utility professionals who have delivered on the same set of requirements at other utilities comparable to City. SCM® integrates all customer interactions with the utility into one single view that significantly improves customer engagement and satisfaction, while reducing cost and complexity of customer service operations for the City.

Exhibit "B"

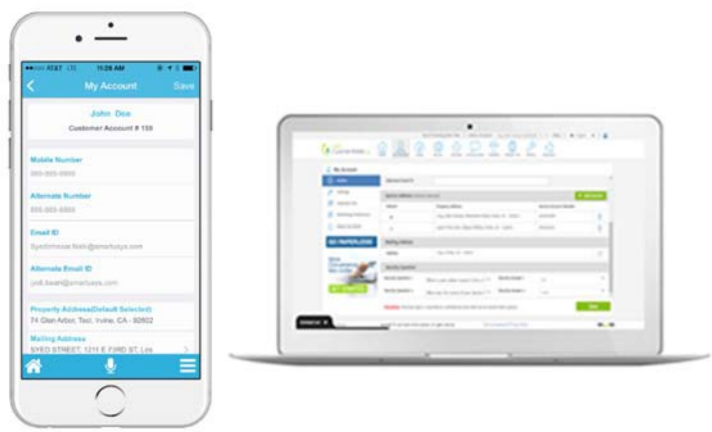
SCM® will enable City customers to manage their account profile, monitor their interval usage data and compare with neighbors or utility population, view billing information, make one-time or recurring payments, receive notifications/alerts from City like high/low consumption alerts, enroll in water conservation programs of Utility and set energy saving goals, view bill estimates, flexibility to set leak alerts, consumption threshold based on usage pattern and all other customer-facing requirements mentioned in the RFP, making it a complete solution for your residential, commercial & wholesale customers.

The foundation of SCM® platform is to strengthen communication between the utility and its customers and deliver all possible self-help options to customers for faster resolution. SCM®, web and mobile portal is a device agnostic solution that is designed keeping in mind varied educational & professional background of end customers and internal utility staff and offer easy to use interface, with self-explanatory field labels, terminologies used, which require minimal steps for users to navigate within the modules and provides the most intuitive user experience. Our solution will adhere to all branding guidelines of City.

Our proposed solution includes:

A. Smart Customer Mobile (SCM®)

Following are the proposed configurable modules of our 'Smart Customer Mobile' (SCM®) solution that can be easily configured as per the requirements of City:

#	Proposed Modules	Mobile and Portal UI
1.	My Account The "My Account" module allows the utility customer to manage his or her profile, communication preferences, and contact information both on the web portal and in the mobile app. The customers can see all their accounts in a single sign-on view and set preferences for each account.	
2.	Notification Allows real time 2-way communication between customer & utility via messages such as outages, service requests, and billing notifications	

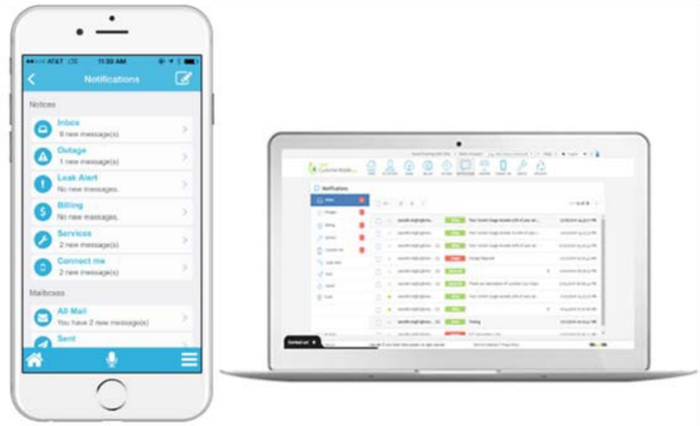
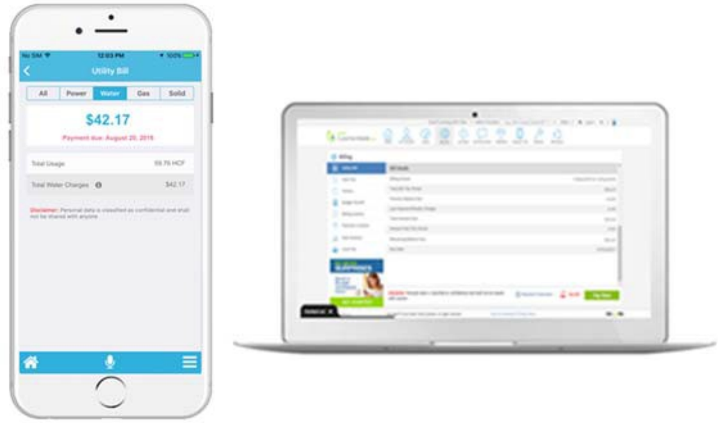
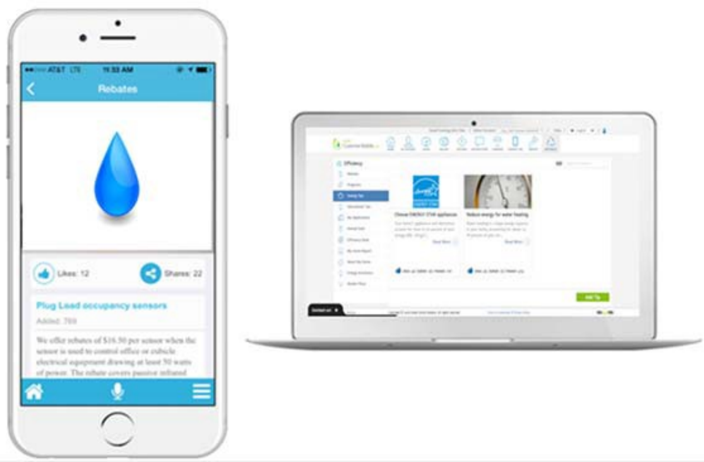
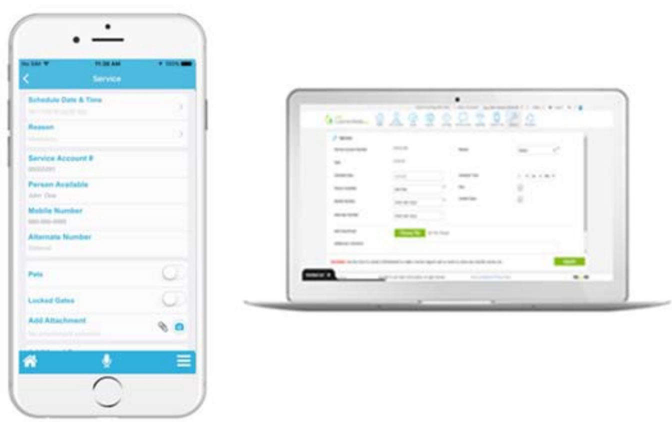
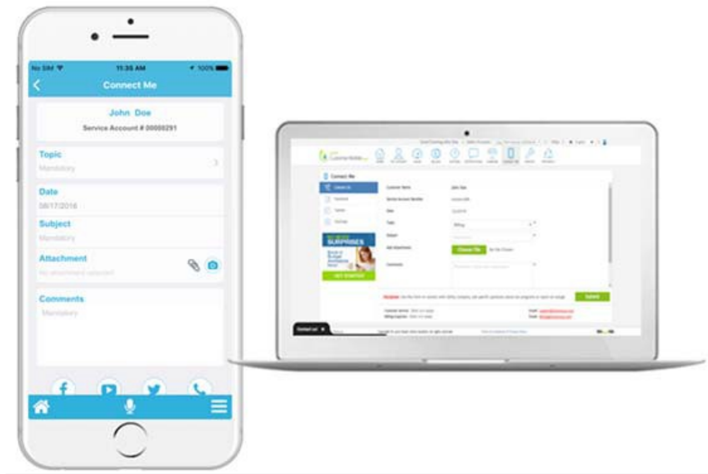
		
3.	**Usage** Provides customer the ability to analyze their interval usage consumption, monthly & yearly consumption, historical comparisons, and current rates.	
4.	**Compare** Enables customer can see how they compare with themselves month to month as well as with their neighbors and the utility average. Customers can view their comparisons for different usage units like Gallons, HCF and $.	

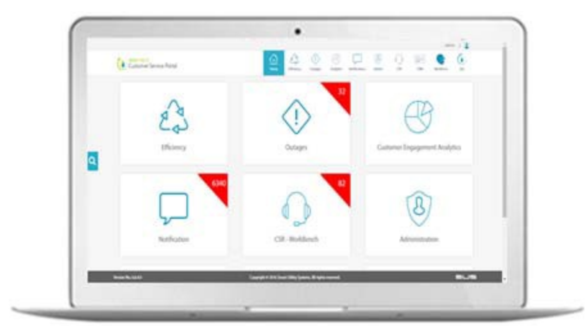
Exhibit "B"

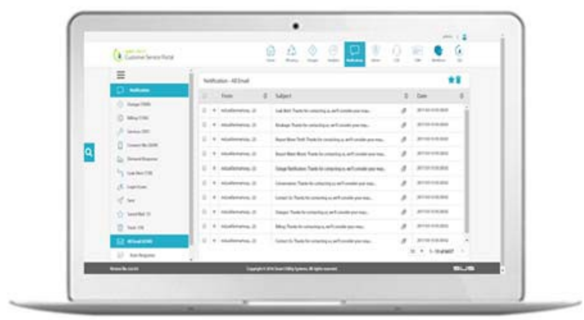
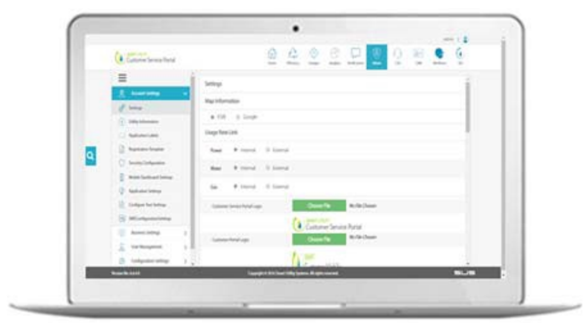
5.	Billing The Billing Module helps customers to manage their entire billing transactions and information enabling them to view their current bill, historical bill as and payment details. They can also get access to their detail bill from the PDF. Customers can set their monthly/ annual goals and see efficiency ranking compared with their neighbors.	
6.	Conservation/Efficiency This module displays the utility water conservation programs, rebates and savings tips with ability for the customer to view and enroll these programs using any device (desktop, tablet, smartphone).	
7.	Service Gives customer the ability to enter and log customer service requests, including move in, move –out, service transfer etc. Customers can schedule the date and time for the service requests to be executed.	

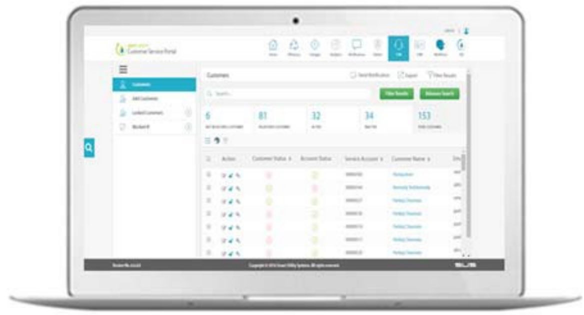
8.	Connect Me Provides real time 2-way communication between utility and its customers. Connect Me module is also integrated with Social Media sites and provides real time updates of utility to its customers.	

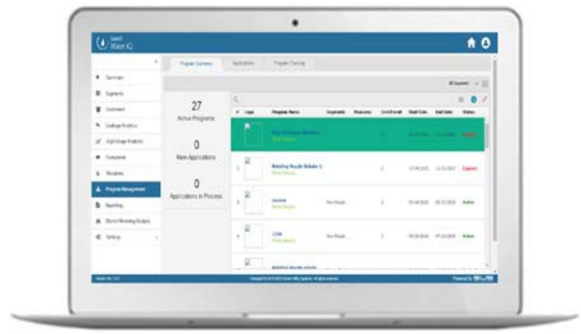
B. Smart iQ (SiQ™) - (Utility-facing portal for reporting & analytics, system administration)

SES propose its Smart iQ (SiQ™) portal to provide City employees with advanced analytics and reporting dashboard along with the flexibility to manage content and messages seen by customer. Our solution provides the system administrators the ability to add, delete, and manage fields, tabs, screens, users, groups and role and rights for each group. It will also provide the City employees a comprehensive portal to manage program, track customer's water saving performance, send personalized notification to targeted customers, control groups etc. For effective utilization, SES will educate City employees on end-to-end portal workflow. SiQ™ provides insights for utility employees, admin level users related to water usage, billing information, customer account details etc. which can be configured as per City's current and future reporting requirements. Following are the proposed configurable modules of Smart iQ (SiQ™) Solution that can be easily configured as per the requirements of City:

#	Proposed Modules	Portal UI
1.	Dashboard This module is a visualization tool that displays the current status and KPIs across different reports generated by the utility. Enable to view the summarized information of the high level processes of the utility.	

2.	Analytics Provides the ability to extract reports for online customer activities. Utility administrators can view reports pertaining to predict customer behavior, administrative reports for daily, monthly, or date range activity for payment activity, tracks of customer payments, identify registered users, active/non-active users. The module gives insights into key customer support metrics including but not limited to paperless billing, marketing preferences, conservation and efficiency programs, notification preferences and crash log service among others with flexible filtering options and interactive, easy to use interface.	
3.	Notifications This module provides detailed information on the number and type of notifications received by the utility along with the status of each notification providing an ability of traceability.	
4.	Administration The module provides the ability to keep track of specific configurations and to customize customer portal. The granularity of each module in the customer portal is specific to the actions performed through the configuration module.	

5.	CSR – Work Bench The module provides all the information of utility customers fed in the customer portal; and at the same time provides the ability to utility customer care representative to login to customer portal and view and analyze the customer information. In addition, a list of customers, whose IP has been blocked due to faulty attempts at login or registration, can be accessed.	
6.	Leakage Analytics This module provides the ability to track leakage complaints against AMI and Non-AMI meter. The utility is also allow to take action against the complaint depending upon the severity of leak. This module provides the ability to scrutinize the leak alerts by sending it for investigation and further allows to send warning notices also. It also provides the details of action history, alert history, usage analysis and minimum flow analysis of the suspected customer.	
7.	Usage Analytics This module provides the ability to track Usage pattern analysis for different sets of consumer showing opportunity status such as Active meter with zero consumption, Usage that drops to zero every day, Incorrect meter multipliers, Active meter with zero consumption, Usage that drops off substantially on weekends etc.	

8.	Conservation Analytics This module provides the ability to track the usage trend analysis and conservation program particulars for different customer segment such as Commercial, Institutional, Irrigation, Residential, Multifamily and Industrial.	
9.	Program Management This module provides utility the analysis on customer energy programs thereby evaluating program performance and effectiveness. The module allows to identify customer behavior based on their energy usage and certain attributes such as household type, demography etc.	

The configurable modules of SCM® & SiQ™ platform cover all aspects of Water, Electric & Gas utilities and has in-built workflows, software functionalities to help City offer a single view interface for its customers. This type of standardization will result in reduced complexity and cost for all future upgrades at City.

Please refer 'Appendix – 1 - Scope of Services' for SES detailed response to requirements listed in SECTION II - STATEMENT OF WORK.

2. Describe how the Solution is delivered (on premise, SaaS, etc.)

Response: SES recommend a fully hosted, web infrastructure for both SCM® & SiQ™ solution with data hosted at SES data centers. SES solution which will be delivered on user-based license model i.e. SES will provide SCM® & SiQ™ licenses based on number of users for the platform. SES hosting solution support unlimited CPU, processor and supported devices. The licenses do not change if any additional hardware is added in production environment. SES uses multiple top-tier hosting vendors for data storage which meet all industry standards for service level agreements and security standards. We are currently using VMware vCloud Air for majority of our hosting including our own corporate infrastructure. Depending on City's SLA requirement, we can support high availability, disaster recovery, and multiple clustered environments with various methods of load balancing. SES datacenters are geographically dispersed and located in:

1. Santa Clara, CA
2. Irvine, CA
3. Las Vegas, Nevada

SES also provide hosting with RackSpace, Microsoft Azure, Google, AT&T and Verizon. We will host all City data at SES global data centers post sign-off from your project team. This solution will help City get rid of upfront costs associated with its servers. Our data centers will provide scalable, unrestricted storage to your business and facilitate all data back-ups, disaster recovery measures as well. The proposed SCM® customer engagement portal is device agnostic and accessible via internet enabled Desktop, Laptop, Smartphone & tablet from most modern web browsers. SCM® & SiQ™ application is commercially available and accessible via most modern web browsers like IE, Mozilla, Safari, Firefox, Opera, Google Chrome and Microsoft Edge etc.

3. Describe how reliability is managed, including backups, disaster recovery, and mirroring to ensure high availability.

Response: SES is using VMware vCloud Air to host SCM® & SiQ™ application. vCloud Air Data Center has advanced electrical and cooling systems which provide N+1 redundancy with Uninterruptible Power Solutions and generator backups. The Server Level Agreement for VMware Virtual Private Cloud is 99.95%. SES will provide solution for 24 hours per day and seven days per week availability commitment to City. SES maintain 99.99% system uptime including planned and unplanned maintenance both initially and during the life of any license and maintenance contract. SES uses High Availability and failover to maintain server uptime. All traffic is routed to failover during maintenance window, server upgrade, emergency patches etc. SES solution is cloud hosted and we can quickly add resources to improve performance. Our solution is highly scalable and can manage demand spikes and concurrent usage. We use 24x7 manual and automated monitoring to ensure that application performance is not impacted and take proactive measures to avoid any potential system impact.

SES has industry standard methodology and governance framework in place to provide data retention, data recovery and backup, and High availability for its valuable utility clients. For data recovery during system breach or failure, natural calamity, SES recommends DR site located away from Hosted site. Data can be replicated from Main hosted site to a DR site and recovered according to the Site Recovery plan. SES also offers “Hot sites” and “Round Robin” Active/Active sites for application availability. We offer multiple data centers with ability to host redundant infrastructure. All City data will be continually backed up with our robust Backup Software in alignment with your policies. For critical data, we are using snapshots every 15 minutes. We run daily nightly incremental and full backups over the weekend. Data gets backed up locally in the cloud and SES is using Array based replication for an offsite backup. This approach allows our proposed systems to recover all changes made up to the last transaction or point of save, in case of system failure.

- Data retention and protection, such as routine backups for SES Managed Hosted Platforms
- Data and infrastructure recovery point and recovery time objectives supported by high availability and physical disaster for the SES Managed Hosted Platforms
- Data protection for the data and content accessed or stored on SES Managed hosting Platform, virtual machines or storage devices, configuration settings, etc.
- Data, content, virtual machine and configuration restorations for assets accessed or stored on SES Managed hosting Platform.
- Security and DR policies also include frequent but not less than semi-annual internal assessments in addition to annual external assessments including penetration testing, failover testing, and disaster preparedness drills.

Automated email confirmation is sent to an SES Infrastructure team when backups are completed or if they have failed. Periodically backups are automatically restored in staging database to ensure that backups are good and data is not corrupted nor is the application configuration changed. SES will chalk out detailed and customized back-up and roll back procedures in conjunction with City post award of contract.

4. Describe how the Solution is tested and maintained.

Response: SES follow industry best practices in its Testing & Validation approach and develop, document and execute test plans during various phases of the project (initial implementation as well as ongoing service

Exhibit "B"

enhancements). Our Testing & Validation strategy lays high focus on thorough testing from various test and user groups to ensure the product meets our clients' expectations. SES will recommend at minimum Unit Testing, Integration Testing, System Testing, Quality Assurance Testing, and User Acceptance Testing. Each testing phase must be passed successfully and is considered as an input criteria for the commencement of the following testing phase. System and QA Testing are the final rounds of SES driven testing which will provide detailed reports to City of status and progression. User Acceptance Testing will be conducted primarily by the City representatives with facilitation by SES to ensure all requirements and test scenarios are tested properly. Please refer 'Appendix 4 – Testing Approach' for detailed description of how are solution is tested and maintained.

5. Describe the security architecture. Describe how sensitive customer and financial data will be secured/encrypted at rest and in transit to ensure the privacy and confidentiality of all customers.

Response: SES consider Utility's data security and integrity as a top priority. All Personally Identifiable Information (PII) data including customer bank details/debit & credit card data is encrypted at all times to protect user privacy and information. Our platform restricts quantity and type of data that can leave the system for security reasons. Following measures adopted by SES to ensure encryption of data in transit and at rest during internet transactions:

- All data is either exchanged over SSL or using Secure FTP.
- SCM® & SiQ™ application uses AES 256-bit encryption to store sensitive data in database.
- Data exchange between Server and mobile/web clients are encrypted using 256 bit AES encryption and SSL is used for additional security layer.
- SES does not share any customer data and strictly uses for proposed application.
- Old achieved data is shared with utility and deleted beyond archival policy.
- Token based authentication is used for web services.
- All application and database servers are behind firewall in DMZ and are accessible via proxy and load balancer.
- Our solution is frequently tested and meets OWASP top 10 requirements.
- Intrusion Detection: Process monitors for security events involving the underlying infrastructure servers, storage, networks, and information systems. The goal of this process is to identify security incidents and respond to it proactively.

SES take security and compliance obligations seriously and has policies and procedures in place to detect, prevent and mitigate identify theft or fraud incidents. In addition, all our terminals are EMV capable, the latest technology in battling identity theft. SES will comply with all security policies of City. SES has incorporated below principles of defense-in-depth:

- Authentication and password security
- Demilitarized zones (DMZ)
- Data-centric security
- Encryption
- Firewalls (hardware or software)
- Hashing passwords
- Intrusion detection systems (IDS)
- Logging and auditing
- Multi-factor authentication
- Vulnerability scanners
- Virtual private network (VPN)
- Sandboxing

6. Describe the post deployment customer support.

Response: The on-going Customer service support is core to how we deliver excellence. We will provide 24 hours support throughout the duration of the implementation and during production support period. Our technical

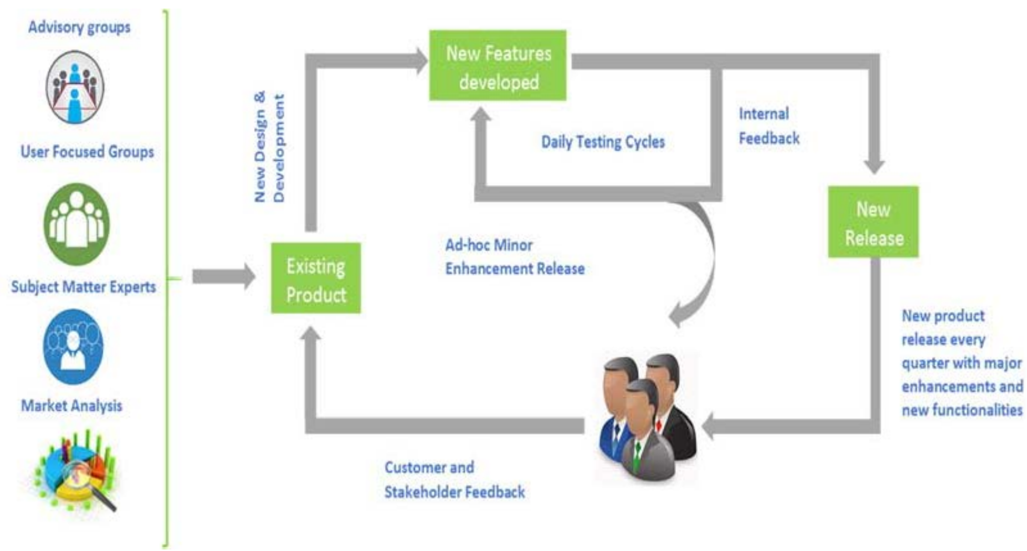
Exhibit "B"

support team is based out of Irvine (California). Upon application Go Live and throughout the duration of the engagement, we will provide 24x7x365 support model in accordance with the detailed Customer Service Support Plan provided in 'Appendix 5 - SES Standard Support and Maintenance Document'.

In addition, City can leverage a web-based ticket tracking portal to document, log, and manage pre and post-production support incidents/defects. We have complete online ticket systems, Online Chat / Video along with Co-browsing and level -1 call center available for our client to address City service request. Our SES Customer Success Director is available for any immediate attention in emergency to address any client related issues. The City team will have full access to all service requests along with resolution and status at all times via web application. SES will respond to each incident based on the Incident Priority Level. An Incident resolution will indicate that the issue has been addressed and resolved, pending confirmation from the City-designated Point of Contact. If for any reason City is not satisfied with the resolution, your staff may request the issue to be re-opened.

7. Describe the typical Solution upgrade/release schedule.

Response: Based on City requirements and dynamic market needs, SES will follow a structured maintenance and upgrade schedule, with targeted releases of major new features and functionality into the product approximately every six months. However, minor enhancements service packs will be added on an ongoing basis.
SES product releases are scheduled to address upgrades (major / minors) with release notes.



1. Security / Product Defects – Ongoing
2. Minor Release – Every Month
3. Major Release - Quarterly
4. New Product Feature Release – Depend on Product User Group Feedback
5. Number of Prior software release supported – With release notes but all our products are back version compatible

8. Describe how scheduled maintenance and upgrades are handled to minimize impacts to customers, including the notification process.

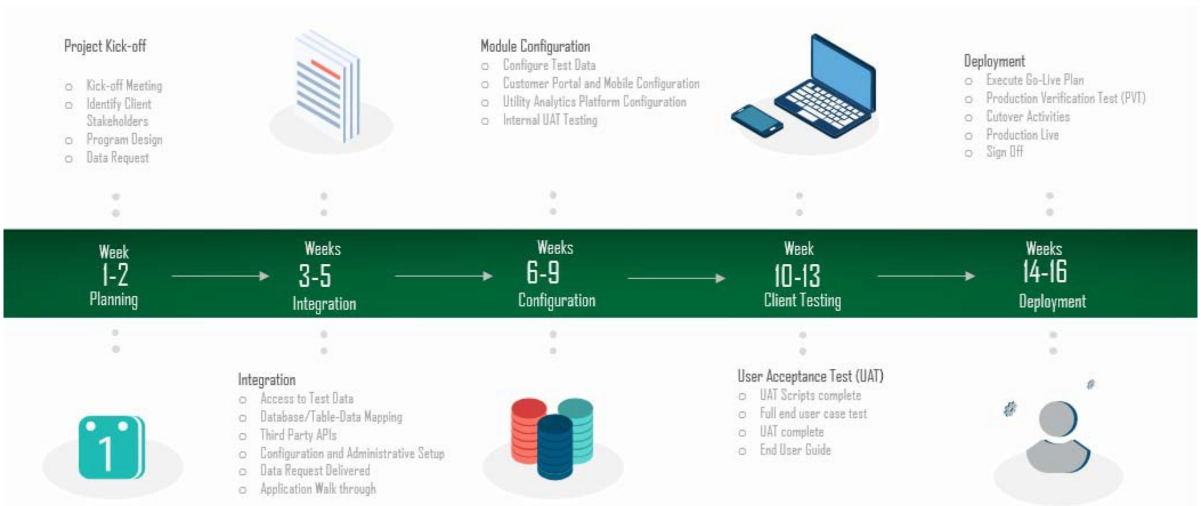
Response: The primary point of contact for the ongoing maintenance and support of the application is your Client Success Manager. System Maintenance is an undesired but necessary function of any IT system. SES may, at its discretion, schedule a System Maintenance Window during which time normal production services may not be available. Planned System Maintenance Windows are mutually agreed upon with the Client at the start of a project implementation and are scheduled for up to 12 months in advance. SES will promptly notify the Client's designated

Point of Contact of any downtime and provide confirmation once full functionality is restored. Please refer 'Appendix 5 - SES Standard Support and Maintenance Document' for detailed explanation.

Tab 5 – Project Delivery Approach & Timeline

1. Describe the timeline, training and methodology to implement the Solution.

Response: SES is known among its utility customers for quick implementation while taking complete ownership during pre-implementation and post-implementation phases. Within two weeks of receiving written authorization, the SES team will begin scheduling the work sessions associated with the mutually agreed Project Plan. SES robust implementation approach & project management practices emphasize on smooth and timely coordination between SES and client project team during execution and post go-live stage. The section below describes the high level phases for the implementation project. The expected timeline for this engagement will be agreed upon between SES and City based on the specific scope and rollout plan. Below is an example of a rollout plan and the actual plan will comply with the scope encompassed in the RFP:



We will work with City team to determine and finalize on the required milestones for tracking. As part of the dashboard we typically color code status of milestones to give a quick view of the health of the project.

S no.	Milestone	Deliverables	Tentative Timeline
1	Project Kick Off /Planning	Kick Off Deck, Project Plan and Fit-Gap Document	2 Weeks
2	Design/Integration	Solution Design and Application Integrated with source system	3 Weeks
3	Module Configuration	SCM® & SiQ™ configuration to meet RFP requirements	4 Weeks
4	User Acceptance Testing	Configured Solution for Client Testing Test Scripts for UAT	3 Weeks
5	Deployment	Production Deployment, CSR Training Session, and User Guide	3 Weeks

Exhibit "B"

Please refer 'Appendix-3 SES- Project Management Methodology' for detailed explanation of SES' project methodology and training approach.

2. Describe any considerations for implementing the Solution in conjunction with the Munis implementation.

Response: Allowing for implementation during Munis implementation will allow for possibly more efficient allocation of resources from the City side and thus a possibly quicker implementation timeline, however from SES we can implement expeditiously and efficiently whether during Munis implementation orthereafter.

3. Describe any marketing, customer communications and adoption recommendations for the City to offer the portal Solution to its customers.

Response: As part of our SCM® & SiQ™ solution, we offer various marketing program announcements including invitation letter, welcome packages, videos, or program offers based on the program type and options (opt-in, opt-out, voluntary, etc.) to drive adoption. The announcement and other outbound messaging will be branded with City recommended color scheme allowing the customers to view information via email, web portal, or mobile app and to enroll and participate in various customer-related programs. We will also develop online customer survey forms to measure the customer's perception of how well the City delivers the key factors and conditions that drive user adoption, customer satisfaction and loyalty.

SES will also create a Pre-launch checklist.

1. Develop an easy-to-use, useful app
2. Name & icon development – unique, memorable, consider keywords
3. Create social media accounts and SEO strategy
4. Build your image library
5. Build a landing page designed for download conversions
6. Define metrics/KPIs (# of downloads, set goals, benchmark engagement)
7. Create marketing material
8. Determine target audience and define a plan on how to reach them

SES solution will help City business make effective utilization of moment of truth for higher customer outreach, adoption, retention, achieve greater customer awareness. Our solution has built-in communication workflow that enable utilities for sending notifications, e-mail & text messages. It allows for real time 2-way communication between customer & the utility or city via Text/SMS, e-mail or web messages. The City staff will have these communication options to compose, receive, forward, save, and reply all, save via "Notification" module.

The City can leverage SES' varied online and offline channel services for effective Education & Outreach to City customers like F2F educational seminars, social media campaigns, e-mail marketing, collaterals, flyers, post card, home energy reports, mobile advertising, poster boards, invitation or welcome letters, press releases, public announcements.

Tab 6 – References

Respondent shall provide the name, address, telephone number and e-mail address of a primary contact for at least three (3) municipalities or organizations of similar size that have utilized similar services from your organization, within the last three (3) years. Include a brief overview of the work performed. References may be checked prior to award. Any negative feedback received may result in disqualification of submittal.

Response: Please refer 'Attachment – A – Reference Sheet' for comparable projects where SES has deployed proposed SCM® & SiQ™ platform.

Exhibit "B"

Tab 7 – Pricing Proposal

Respondent shall provide an all-inclusive fee proposal for the Platform and related described herein. The cost summary shall include:

1. First year costs by unit and in total as applicable to include all start up, training, software licensing and any others costs from project kick off through the first 12 months.

Response:

Cloud SaaS Solution:

Description	Amount	Comments
SCM® - Customer Web Portal and Mobile Application *Modules Included:* - My Account - Notification - Usage - Compare - Billing - Conservation/Efficiency - Service - Connect Me	$40,920 per year Annual Recurring Cloud SaaS Subscription Fee The annual SaaS subscription fee includes all costs related to hosting, support, maintenance and license.	Includes 33,000 user subscriptions Additional subscription can be purchased in 5,000-subscription bundles for $1.24 per subscription per year *Discount Offers:* **3-year term (10% discount): $36,960 /year* Additional subscription can be purchased in 5,000-subscription bundles for $1.12 per subscription per year **5-year term (20% discount): $32,670 /year* Additional subscription can be purchased in 5,000-subscription bundles for $0.99 per subscription per year
SiQ® - Smart iQ (Utility-facing portal for reporting, analytics, & system administration) *Modules Included:* - Dashboard - Analytics - Notification - Administration - CSR Workbench - Leakage Analytics - Usage Analytics - Conservation Analytics - Program Management	Included	Includes 10 admin licenses Additional admin portal licenses can be purchased for $250 per license per year
Annual Hosting Fee	Included	N/A
Annual Maintenance Fee	Included	N/A
One-Time Implementation Fee	$18,500 one-time	One-time implementation fee

Exhibit "B"

Travel Expenses	$3,700 estimate	Not-to-exceed estimate based on the scope of work described. Expenses for travel, room, and other direct expenses will be submitted to Round Rock for reimbursement at actual costs as incurred.
Total Year-1 Fee:	$63,120	

2. Three-year and five-year life cycle cost, by unit and in total as applicable, of program assuming 3% growth in new customers and typical customer adoption rate.

Response:

- 3-Year Term Discount of 10% is applied to the SCM® annual subscription rate.
- 3% annual growth in the subscription base assumed as per the RFP

	SCM® - Customer Web Portal and Mobile Application & SiQ® - Smart iQ	Annual Hosting Fee	Annual Maintenance Fee	One-Time Implementation Fee	Travel Expenses	Total Cost
Year-1						
Accounts	33,000					
Rate	$1.12					
Year-1 Cost	$36,960	Included	Included	$18,500	$3,700	$59,160
Year-2						
Accounts	33,990					
Rate	$1.12					
Year-2 Cost	$38,069	Included	Included	$0	$0	$38,069
Year-3						
Accounts	35,010					
Rate	$1.12					
Year-3 Cost	$39,211	Included	Included	$0	$0	$39,211
Total 3-year Life Cycle Cost	$114,240			$18,500	$3,700	$136,440

Exhibit "B"

- 5-Year Term Discount of 20% is applied to the SCM® annual subscription rate.
- 3% annual growth in the subscription base assumed as per the RFP

	SCM® - Customer Web Portal and Mobile Application & SiQ® - Smart iQ	Annual Hosting Fee	Annual Maintenance Fee	One-Time Implementation Fee	Travel Expenses	Total Cost
Year-1						
Accounts	33,000					
Rate	$0.99					
Year-1 Cost	$32,670	Included	Included	$18,500	$3,700	$54,870
Year-2						
Accounts	33,990					
Rate	$0.99					
Year-2 Cost	$33,650	Included	Included	$0	$0	$33,650
Year-3						
Accounts	35,010					
Rate	$0.99					
Year-3 Cost	$34,660	Included	Included	$0	$0	$34,660
Year-4						
Accounts	36,060					
Rate	$0.99					
Year-4 Cost	$35,699	Included	Included	$0	$0	$35,699
Year-5						
Accounts	37,142					
Rate	$0.99					
Year-5 Cost	$36,771	Included	Included	$0	$0	$36,771
Total 5-year Life Cycle Cost	$173,450			$18,500	$3,700	$195,650

Exhibit "B"

Attachment - A

Reference Sheet. This section shall include the Respondent's References and must be included with the Respondent's proposal response.
Response: Please refer duly filled 'Attachment A – Reference Sheet'

Attachment - B

Proposal Submittal Form and Execution must be signed and dated and included with the Respondent's proposal response.
Response: Please refer duly filled 'Attachment B – Proposal Submittal Form'

Attachment - C

Addendum Acknowledgement Form must be signed and dated and included with the Respondent's proposal response, if Addendums have been posted to the City website.
Response: Please refer duly filled 'Attachment C – Addendum Acknowledgement Form'

Attachment - D

Additional Functionality and/or Other Options Form. The Respondent is invited to include in this section any additional functionality and/or other options which may not have been addressed in Section II Statement of Work, to help the City achieve its goal of selecting the best value Solution.
Response: Please refer duly filled 'Attachment D – Additional Functionality and/or Other Options Form'

Attachments

Attachment A – Reference Sheet
Attachment B – Proposal Submittal Form
Attachment C – Addendum Acknowledgement Form
Attachment D – Additional Functionality and/or Other Options Form

Appendices

Appendix 1 – Scope of Services
Appendix 2 – Project Team Experience
Appendix 3 – Project Management Methodology
Appendix 4 – Testing Approach
Appendix 5 – SES Standard Support and Maintenance Document
Appendix 6 – QA-RFP-No.-17-008-Addendum-No.-1-Acknowledged

Exhibit "B"

Attachment - A

Reference Sheet

Exhibit "B"

City of Round Rock

ATTACHMENT A

REFERENCE SHEET

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

Respondent (Company):______Smart Energy Systems (SES) ____________________________________

Name (Typed / printed):_______Brad Adamske ____

Telephone number:___________949-842-9470____

E-mail Address:____________Brad.adamske@smartusys.com _________________________________

Provide the name, address, telephone number and E-mail address of at least three (3) references from firms of comparable size that have utilized similar service. Include description, contact names, position, company name, e-mail address and telephone number for each reference listed. Any negative responses received may be grounds for disqualification of the Proposal. City of Round Rock references are not applicable. References may be checked prior to contract award.

Reference - 1

Description of Services: City of Glendale Department of Water & Power (GWP) selected the Smart Customer Mobile (SCM®) to provide their customers with the most advanced customer engagement solution and have 89,000 end users. GWP selected the following SCM® modules: My Account, Billing, Usage, Service, Billing, Efficiency, and Compare, connect me, notification and customer outreach reports. Our solution has significantly helped in increasing customer satisfaction and improving user experience by providing those ways to reduce consumption and efficiently pay bills. GWP was recently recognized by California Municipal Utilities Association for this initiative:

http://www.latimes.com/socal/glendale-news-press/news/tn-gnp-glendale-water-and-power-wins-industry-award-for-mobile-app-20160416-story.html

In addition, the solution was coupled with a customer analytic platform SiQ™ that provides GWP the tool to predict customer behavior, target audience for conservation programs, (number of customers who agrees to set goals, participation in water conservation events), send home usage reports.

Name of Contact:	Craig Kuennen
Title of Contact:	Business Transformation & Marketing Administrator/Smart Grid
Company Name:	Glendale Water and Power
E-Mail Address:	CKuennen@ci.glendale.ca.us
Telephone #:	818-548-3369

Exhibit "B"

Fax #:	Not Available

Reference - 2

Description of Services: Los Angeles Department of Water and Power (LADWP) desired a turn-key solution to address their customer engagement and conservation goal and selected the SES Smart Customer Mobile (SCM®) solution. We are engaged with LADWP with 1.4M electric and 800K water customers. SES integrated SCM® with LADWP Oracle CC&B. With the help of our pre built connectors we were able to achieve greater ROI for LADWP's investment of both Oracle CC&B and SCM®

Name of Contact:	Marcelo DiPaolo
Title of Contact:	Manager
Company Name:	Los Angeles Department of Water and Power
E-Mail Address:	Marcelo.DiPaolo@ladwp.com
Telephone #:	213-792-4012
Fax #:	Not Available

Reference - 3

Description of Services: SES deployed SCM® integrated with SAP MCF, providing Fairfax Water customers the ability to manage their bills, payments, outages, track usage, compare against similar households, zip, and connect with customers in real time and notify them anytime and on any device. SES provided Fairfax the analytical platform Smart iQ™ (SiQ™), allowing Fairfax to analyze its customer behavior, track last login activity, bills and payments, and usage analysis. SiQ™ integrated with SAP Multichannel Foundation for Utilities enabling FW to cover the majority of customer engagement scenarios and aim to provide a rich customer experience through social and mobile integration, real-time communications and personalized offers.

Name of Contact:	Theresa Robey
Title of Contact:	Accounting and SAP Support Manager
Company Name:	Fairfax Water
E-Mail Address:	trobey@fairfaxwater.org
Telephone #:	(703) 289-6297
Fax #:	Not Available

Attachment - B

PROPOSAL SUBMITTAL FORM AND EXECUTION

City of Round Rock

ATTACHMENT B

PROPOSAL SUBMITTAL FORM AND EXECUTION

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

By signature hereon, the Respondent certifies that:

All statements and information prepared and submitted in the response to this RFP are current, complete and accurate.

He/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a City employee in connection with the submitted response. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this request for proposals.

RESPONDENT (COMPANY): ______Smart Energy Systems (SES) ________________________________

SIGNATURE (IN INK): ____

NAME (TYPED/PRINTED)________Brad Adamske ____

TITLE:_______Vice President_____________________________DATE:______10th April 2017________

STREET:____19900 MacArthur Blvd, Suite #370 ____

CITY/STATE/ZIP:________Irvine, California, 92612____

Exhibit "B"

TELEPHONE AND FAXSCMILE NO.:____________949-842-9470 __________________________

E-MAIL ADDRESS:________Brad.adamske@smartusys.com______________________________

FEDERAL TAX IDENTIFICATION NUMBER (FIN):______46-0760246_________________________

By submitting a response to this solicitation, the Respondent agrees that the City's standard Definitions,

Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of respondents to stay apprised of changes. In addition to the above General Terms and Conditions listed in Section IV, the City's Definitions, Terms and Conditions shall be enforced and part of the contract and can be obtained from the City's website at: http://www.roundrocktexas.gov/home/index.asp?page=463.

Exhibit "B"

Attachment - C

ADDENDUM ACKNOWLEDGMENT FORM

City of Round Rock

ATTACHMENT C

ADDENDUM ACKNOWLEDGMENT FORM

NOTE: IF ADDENDUMS HAVE BEEN ISSUED, RESPONDENTS SHALL COMPLETE AND RETURN THIS ATTACHMENT WITH THEIR PROPOSAL. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

ADDENDA ACKNOWLEDGMENT: The undersigned acknowledges the receipt of the following Addenda:

Addendum#: ___________1_______________ Dated: _______April 10th 2017__________

Addendum #: __________________________ Dated: _______ ________

Addendum #: __________________________ Dated: ___________________

Addendum#: __________________________ Dated: _______ ________

Addendum#: __________________________ Dated: ___________ _____

Respondent (Company): ____ smart Ehe,gy [redacted]

Slgnatun,lj/tlii)1 __________

Name (Typed/printed):___________Brad Adamske____

Title:__________Vice President____________________Date:_ 10th April 2017_________________

Exhibit "B"

Attachment - D

ADDITIONAL FUNCTIONALITY AND/OR OTHER OPTIONS

City of Round Rock

ATTACHMENT D

ADDITIONAL FUNCTIONALITY AND/OR OTHER OPTIONS

The Respondent is invited to include in this section any additional functionality or other options which may not have been addressed in Section II Statement of Work, to help the City achieve its goal of selecting the best value Solution.

SES Response: In addition to the proposed scope, we have detailed additional module of SCM® platform that we believe will bring value to the City customers. This module can be added into the SCM® platform during this implementation or as a separate phase.

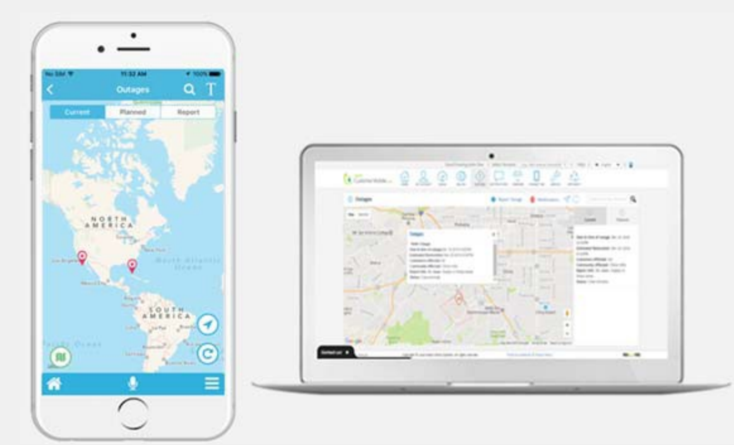
#	Additional Modules	Mobile and Portal UI
1.	 Outages Outage module prevents the customers from getting effected by outages near them by displaying current and planned outages & providing ability to report outage from their anytime through any device such as Web, Tablet, Smartphones.	

Exhibit "B"

Appendix - 1

Scope of Services

Exhibit "B"

SECTION II – Statement of Work

Requirements:

3.1 The Solution shall integrate tightly with the City's internal Utility Billing System (currently Tyler Incode, upgrading to Tyler Munis by November 2017), as well as the City's 3rd party payment processor, Chase Paymentech.

Response: The proposed SCM® platform is based on a Service Oriented Architecture (SOA) and supports XML, SOAP and RESTful web services and flat file batch interface for system integration with Utility in-house & external applications. Enabled by pre-built data connectors, SCM® solution will establish real-time integration with all City recommended systems including Tyler Munis, Chase Paymentech and other 3rd party systems.

We support real-time data exchange through our extensive Web service/API's set to load/update data from different source systems such as water usage data, customer billing & payment information, service address data, etc. using push or pull mechanism. Our pre-built data connectors fetch information via job runs executed for purpose of real-time data synchronization. All data is stored in different tables in a relational database and mapped using customer and account id information. We have proprietary algorithms which collects and correlates the data from multiple third party resources to ensure the validity and accuracy of these attributes. Our platform uses proxy services between web/mobile clients and 3rd party external and internal services to avoid any firewall issues.

This real-time integration will ensure two-way real time communication within City's technology network leading to updated, accurate and consistent data for the City customers and internal staff.

3.1.1 The City may consider transitioning its merchant services provider for the best Platform Solution.

Response: Since proposed SCM® platform supports XML, SOAP and RESTful web services and flat file batch interface for system integration, SES do not foresee any challenge in backend integration with current & future planned City systems, assuming API's will be made available to SES.

3.2 The Solution shall integrate with the City's current Advanced Meter Infrastructure (AMI) by Master Meter to display interval data and deliver customized alerts.

Response: SES solution comply with given requirement. We will establish real-time integration with City's current Advanced Meter Infrastructure (AMI) by Master Meter. All configured data (including interval usage and customized alerts) will be displayed in SCM® application as per business requirement of City. SES has robust continuous monitoring mechanism to alert for any failed transaction or exception scenarios during data synchronization.

3.3 The Solution must be desktop, tablet, and mobile-friendly, and geared towards water utility specific business processes and functions.

Response: Our customer engagement strategy is driven by the following three tenets - Customer Centric Approach, Real-time Engagement, and Anytime/Anywhere access. The proposed SCM® customer engagement portal is device agnostic and accessible via internet enabled Desktop, Laptop, Smartphone & tablet from most modern web browsers. SCM® application is commercially available and accessible via most modern web browsers like IE, Mozilla, Safari, Firefox, Opera, Google Chrome and Microsoft Edge etc.

In order to facilitate all customer interactions with their respective utility company on the fly i.e. anywhere anytime, we provide utility branded native mobile application for iOS, Android & Windows Phone OS device users. The SCM® mobile application can be downloadable from various popular app stores like Google App Store and Apple App Store. SES solution support latest Web & Mobile operating systems versions.

User Interface	Supported Operating Systems
Web Interface (Desktop, laptop)	Windows 7/8/8.1/10
Mobile Interface (I-phone & Android devices)	Android – 6.0 and above iOS – iOS 7 and above

All SCM® modules, software functionalities available on Desktop/web version are available for mobile users as well. Consistency is maintained across Web, Mobile and tablet version in terms of functionality, field labels, color scheme, self-explanatory terminologies etc. For enhanced usability and top-rated user experience, we have specifically designed UI compatible with the standards and dimensions of mobile and web browsers which allows SCM® portal to resize content based on device type, screen size and resolution. **SCM® & SiQ™ web applications are HTML5 responsive design and build using Microsoft Asp.net and .Net framework.**

The configurable modules of our SCM® customer engagement portal cover all aspects of customer-facing requirements of Water, Electric and Gas utility customers and has pre-built modules, in-built workflows, software functionalities to help City offer a single view interface for its water customers. SCM® portal will offer gamut of 24X7 accessible self-service tools to all your customer types – residential, commercial and wholesale customers. This type of standardization will result in reduced complexity and cost for all future upgrades at the City. Furthermore, you can continue to evolve platform and take advantage of innovative hosted solution by incorporating new and advanced features at a low cost while avoiding customization in back end systems thereby reducing total cost of ownership. While working with large and mid-size Water utility clients for over 8 years, our platforms have evolved to accommodate niche requirements of Water utility sector. Also, SES lays high strategic focus on Research & Development, customer feedback to incorporate industry best practices and meet the customer facing as well as for utility-facing dynamic needs. SES will collaborate with City to identify new opportunities, finalize detailed application workflows and implement product enhancements for City specific business processes and functions.

SCM® & SiQ™ portal is highly flexible and enables configuration and customizations to accommodate unique requirements in application content, data fields, work flows, processes or business reporting as per the requirements of City. Customization and configurations are applied on a modular level and maintained as a layer of application code or logic rather than changing core base application code. As such these layers can be re-applied to new releases and tested with minimal configuration needed if at all.

3.4 The Solution must be visually engaging as well as straightforward and easy for customers and staff to use.

Response: SCM®, the industry leading #1 customer Engagement Web and Mobile Platform is designed keeping in mind the end customer requirements. The solution has easy to use interface which require minimal steps for customers to navigate within the modules and provides the most intuitive user experience. The utility and its customers have the easy access to the platform which can be accessed anywhere, anytime and on any device. The user interface of SCM® is interactive and dynamically adjusts based on user input and increases the user adoption rate with its active responsive design.
SES proactive and continual improvement approach enabled our platforms to be ADA compliant. Various design features, GUI controls, audio/video support are available for people with specific vision needs including all functionalities mentioned such as:

1. Display the whole user interface in a large font without truncating display text or other values.
2. Use a screen magnifier (to magnify a selected part of the screen).
3. Use a screen reader (to read aloud information displayed).
4. Discern all text and other information displayed for a color blind person as easily as person without color blindness.
5. Avoid visual constructs that are apt to cause eye strain after hours of continuous use. Such constructs include flashing visual objects, low contrast between adjacent objects (such as text and its background), and bright colors.
6. Enlarge and shrink option is in-built in our systems on both web and mobile version.
7. Text-to-speech support

Our solution is highly configurable and can be customized as per the requirements of City.

3.5 The Solution must meet the needs of approximately 33,000 current utility accounts and be scalable up to 50,000 accounts for future buildout.

Exhibit "B"

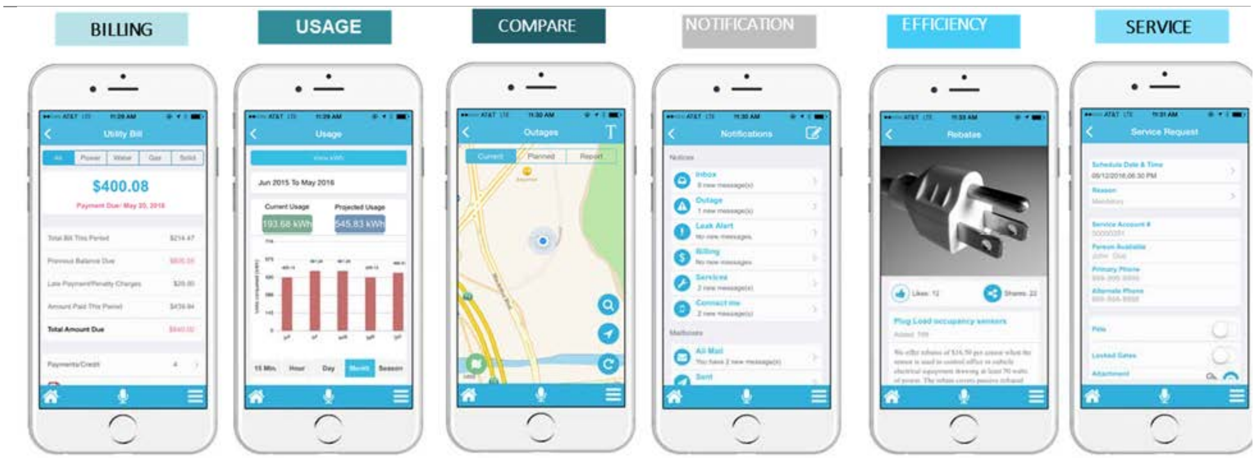
Response: SES do not foresee any system limitation related to number of users or customer accounts. We have deployed our platform solution to some of the large scale utilities with similar technology environment and anticipated high utility users. One of the key pillar in our Centre of Excellence (CoE) solution approach is the scalability of our platforms to accommodate varied user count, high data volumes. SES solution is cloud hosted and we can quickly add resources to improve system performance. Our solution is highly scalable and can manage demand spikes and concurrent usage. We use 24x7 manual and automated monitoring to ensure that application performance is not impacted and take proactive measures to avoid any potential system impact. SES will provide load/performance test script to City team as part of our project deliverables.

3.6 The successful Respondent shall create a customer mobile and web based engagement platform for all Water and other City utility services, as well as a utility platform used to view customer information and track water conservation program details.

Response: We believe that today's utility customer is seeking similar experience as they are getting from other digital service providers. Consumers receive world-class experience from various companies in various industries and they're expecting the same level of service from their utility. Effective customer engagement has become the key to customer satisfaction and retention for upselling new utility products and other customer side solutions.

True to these principles, we have designed the SCM® customer portal solution to optimize and integrate all customer interactions with the Utility company into one view that significantly improves customer engagement and satisfaction, while reducing cost and complexity of customer service operations for the Utility. SCM® enable the Utility customers to access water consumption, billing and payment information, receive notifications and messages from the Utility on their preferred communication channel, provide weather overlay, compare usage with neighbors, water saving products, receive personalized monthly reports and saving tips, etc. making it a complete solution for customer engagement. Our strategy is to focus on customers' behavior and tailoring engagement programs in ways that encourage participation to make them more engaged, satisfied and hence benefiting the utilities and enable them to enhance the ROI of their Smart Grid investment. The foundation of SCM® platform is to strengthen communication between utility and its customers and deliver all possible self-help options to customers for faster resolution. Our proposed customer portal solution will offer gamut of 24X7 accessible self-service tools that will help your customers better manage their daily water use and interaction with your internal staff. SCM® portal provide customers with 360-degree view of their water usage, high/low monthly averages, and annual averages, trending statistics for each service address in both tabular & graphical representation enabling customer to analyze their water consumption, hourly, daily, monthly & yearly consumption, historical comparisons, and current rates. The City customers can view their historical usage and cost by selecting different registered property addresses, multiple accounts or meters. The module also displays current usage as well as the projected/estimated consumption units in gallons, HCF and bill reading ($) in order to provide complete information to the customers.

Exhibit "B"



The SCM®, web and mobile portal is a device agnostic solution that is designed keeping in mind varied educational & professional background of end customers and internal Utility staff and offer easy to use interface, with self-explanatory field labels, terminologies used, which require minimal steps for users to navigate within the modules and provides the most intuitive user experience. SCM® easy navigation, user-friendly web & mobile interface will encourage paperless environment among City users. The proposed SCM® customer portal has built-in communication workflow (alert mechanism) that support both manual & automated notification to proactively notify customers regarding key account or service issues via their preferred mode of communication like email, SMS text, IVR or push notification. The configurable modules of our products cover all aspects of Water utility service.

SES proposes Smart iQ (SiQ™) web portal that will offer City-facing dashboard and reports designed to help your staff to monitor customer usage and track program performance with advanced analytics. SES provides a built-in analytics engine with extensive reporting & analytics dashboard capability for its Customer Engagement solution that can provide a 360 – degree view of the customer and can query system tables to create printed and graphical electronic reports where users can select multiple parameters and sort customer analytics data as per need. SCM® built-in analytics tools provide insights for customers, utility employees, admin level users related to billing and payment transactions and history, water usage, pending service requests, customer account details, marketing preferences, conservation programs, events, water saving devices, audits, etc. which can be configured as per City's current and future reporting requirements. Through SiQ™ portal, the City staff can run multiple reports on pre- build business rules and can configure via admin portal for ad-hoc reporting.

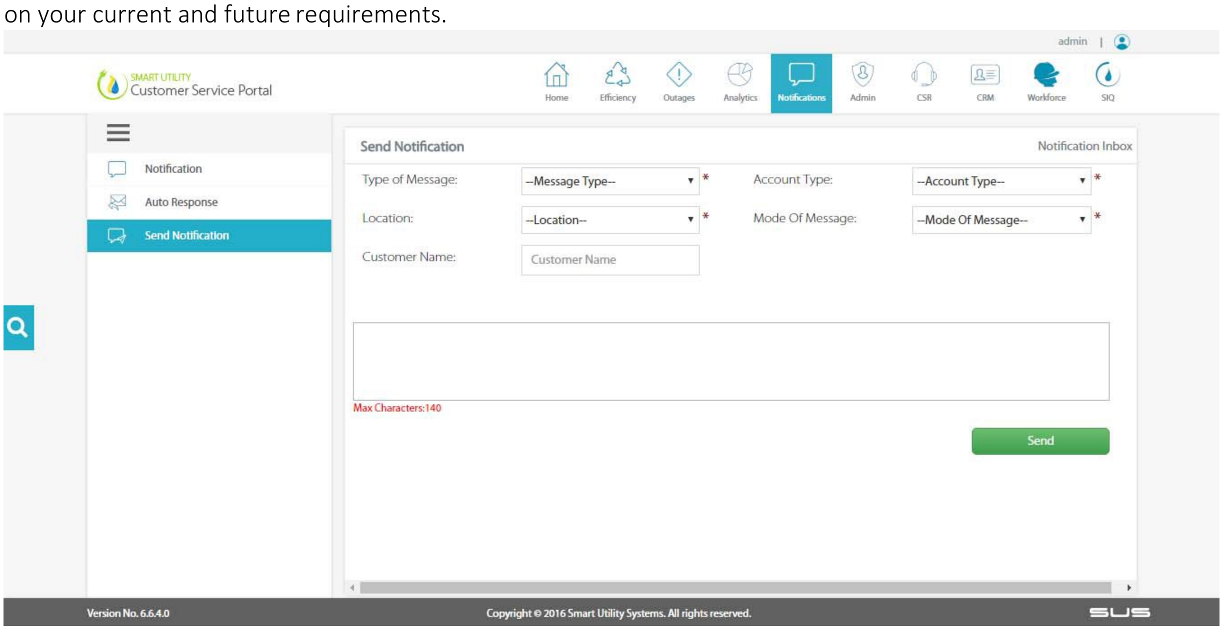
SES solution is capable to interface with all City recommended in-house and external third party applications through API integration.

3.7 The successful Respondent shall be able to provide a customer portal that is integrated with the City's Utility Customer Information System, Master Meter Automated Metered Analytics (AMA) and online bill pay systems to provide a single sign on experience on mobile and web portal platforms including iOS, Android and Windows Phone OS.

Response: The proposed SCM® customer portal will have real-time integration with City's Utility Customer Information System, Master Meter Automated Metered Analytics (AMA) and online bill pay systems. SCM® web & mobile portal has built-in Single Sign-on (SSO) capability for authentication and authorization of customers and utility personnel. The City users can access SCM® & SiQ™ using same login credentials as other City applications without the need for creating separate login credentials. Our SCM® solution support Active Directory, LDAP, ping identity, Oracle Enterprise single sign-on, Microsoft Enterprise single sign-on, and SAP Netweaver. Most importantly, we can leverage your current existing single sign-on protocol.

3.8 The customer portal Solution shall allow the utility to push out messages to the City's utility customers to include information such as rebate programs, education, water saving tips, and information such as line breaks or power outages, relevant to affected neighborhoods.

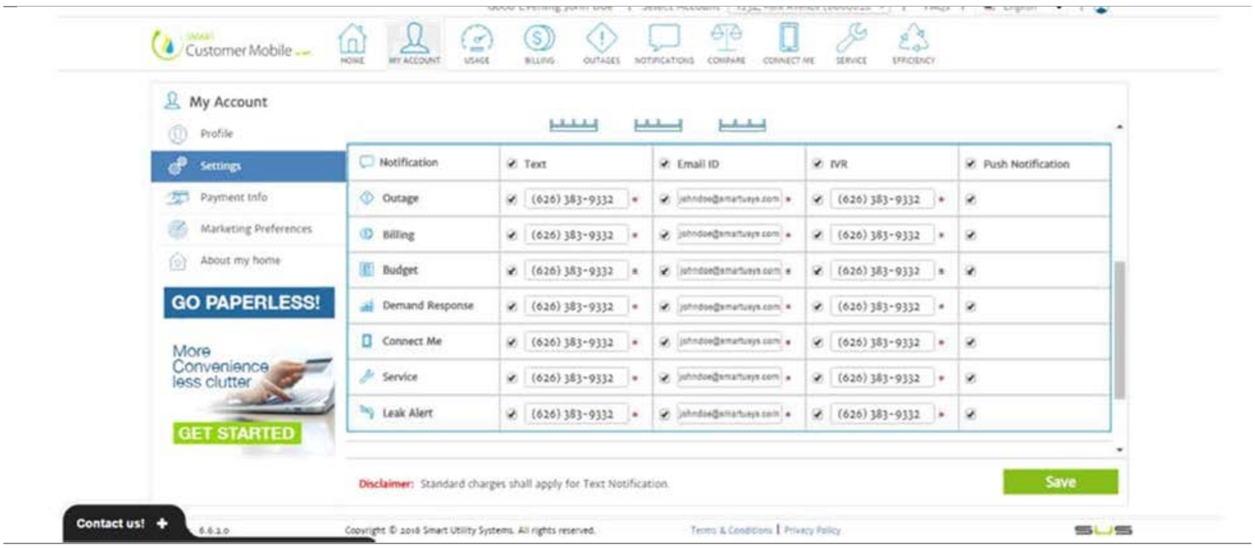
Response: The 'Notification' module of SiQ™ portal allow Utility to send individual and broadcast messages to target customers and engage customer groups related to utility announcements for rebate programs, billing & payments, saving tips, customer awareness information etc. that will further engage them to meet energy saving goals. The City staff can build and manage customized outgoing alerts and notification along with various pre-built templates using various communication channels such as email, text, push notification, IVR, etc. These notification templates can be configured and branded based on City specifications. SES will develop pre-defined templates for City based on your current and future requirements.



The City staff will have e-mail exchange option to compose, receive, forward, save, and reply all, save as favorite for immediate access via "Notification" module of SiQ™ portal. Notification module helps to notify utility customers about personalized water saving tips, outage information, payment due date, e-bill, usage, service requests status, restoration of outages, monthly bills, late payment messages, bill due dates, etc. related messages. All the alerts received by the customer will be displayed as a list in 'Notification' module of SCM® portal into the inbox as well as in the categorized folders.

Through 'My Account' module of SCM® portal, City customers will have the option to set the frequency and the time period during which they would prefer receiving messages from Utility.

Exhibit "B"



3.9 The customer portal Solution shall have the ability to measure overall water conservation efforts and be able to provide analytics on each program. Such programs shall include residential and commercial rebate tracking, violation management, and educational and public outreach programs.

Response: Our platform provides the utility personnel the ability to track programs for customer enrolment and savings. Users can create water savings report and program measurement statistics including the quantification of water savings.

The tracking and measurement includes the following three components:

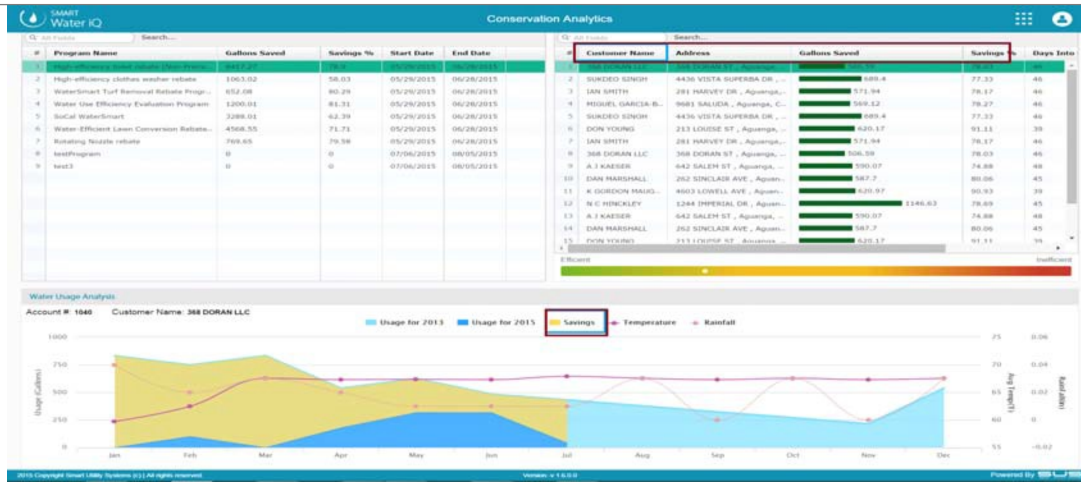
1. Customer Engagement and Reporting Metrics

City will get detailed insights into the customer engagement metrics (number of customers logging into application, viewing programs, and clicks) through SiQ™ portal where City admin staff can view all activity for the registered users. It provides a detailed report about the customer accounts and additional informative reports about utility customer base along with intelligent analytics to map the user information. City staff will have a holistic view of the customer base and also view the list of all the accounts based on their status – visual symbol i.e. active, inactive and registered. A report can be generated for a specific customer account or all accounts at once. This is a completely customizable module which can be configured based on City requirement.

2. Program Participation and Savings

The customer engagement and programs are tracked on an ongoing basis within the SiQ™ platform and this data will be available to City on a monthly basis. Below is a sample of program tracking dashboard:

Exhibit "B"

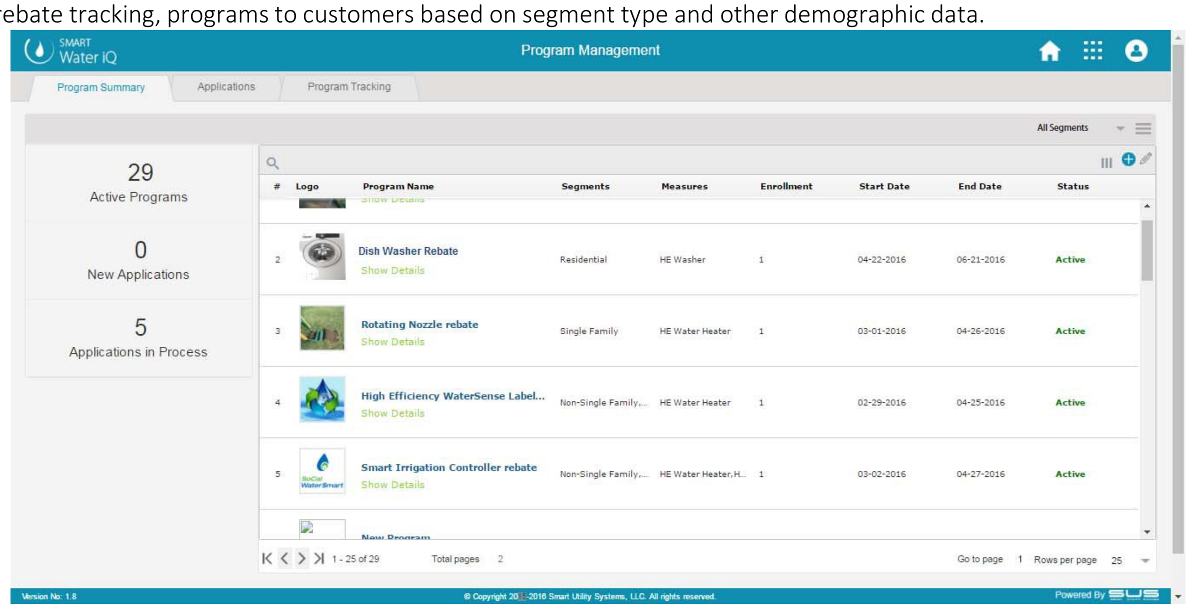


3. Program Performance and Validation

To achieve verifiable savings from a specific program, SES can also assist the City to design the customer treatment group and control group to verify water savings over the specific period.

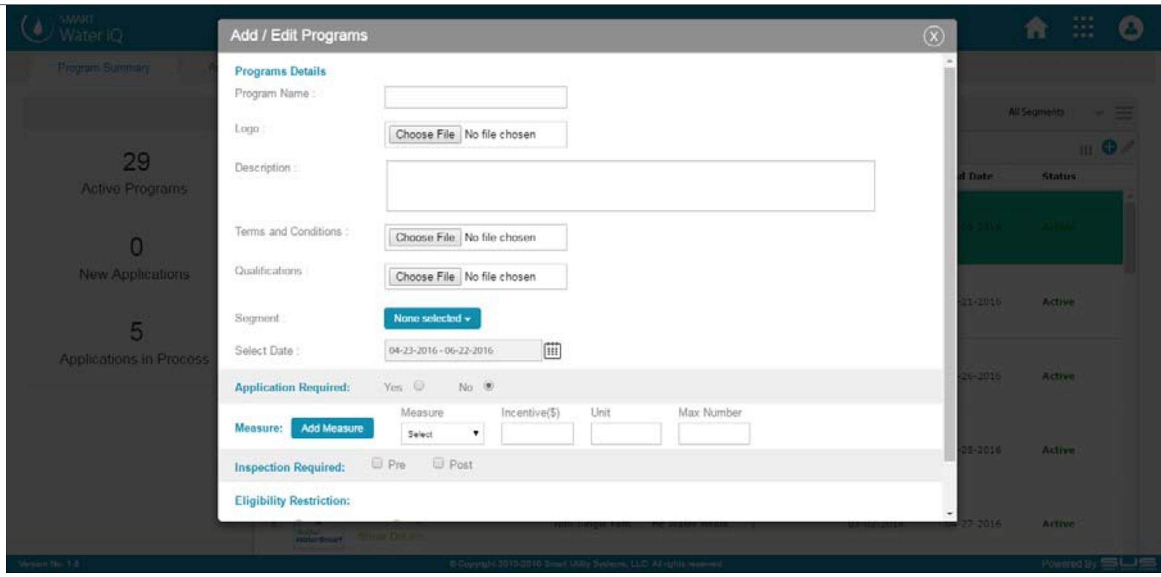
3.10 The customer portal Solution shall have the ability to create reports for conservation programs which include water saving factor calculations in gallons and acre-feet, while showing up-to-date reporting values for all conservation programs on a monthly basis.

Response: This requirement is fulfilled by the Program Management using our SWiQ™ platform that enables the Utility staff to create and track conservation programs and target programs include residential and commercial rebate tracking, programs to customers based on segment type and other demographic data.



List of Conservation programs created

Exhibit "B"

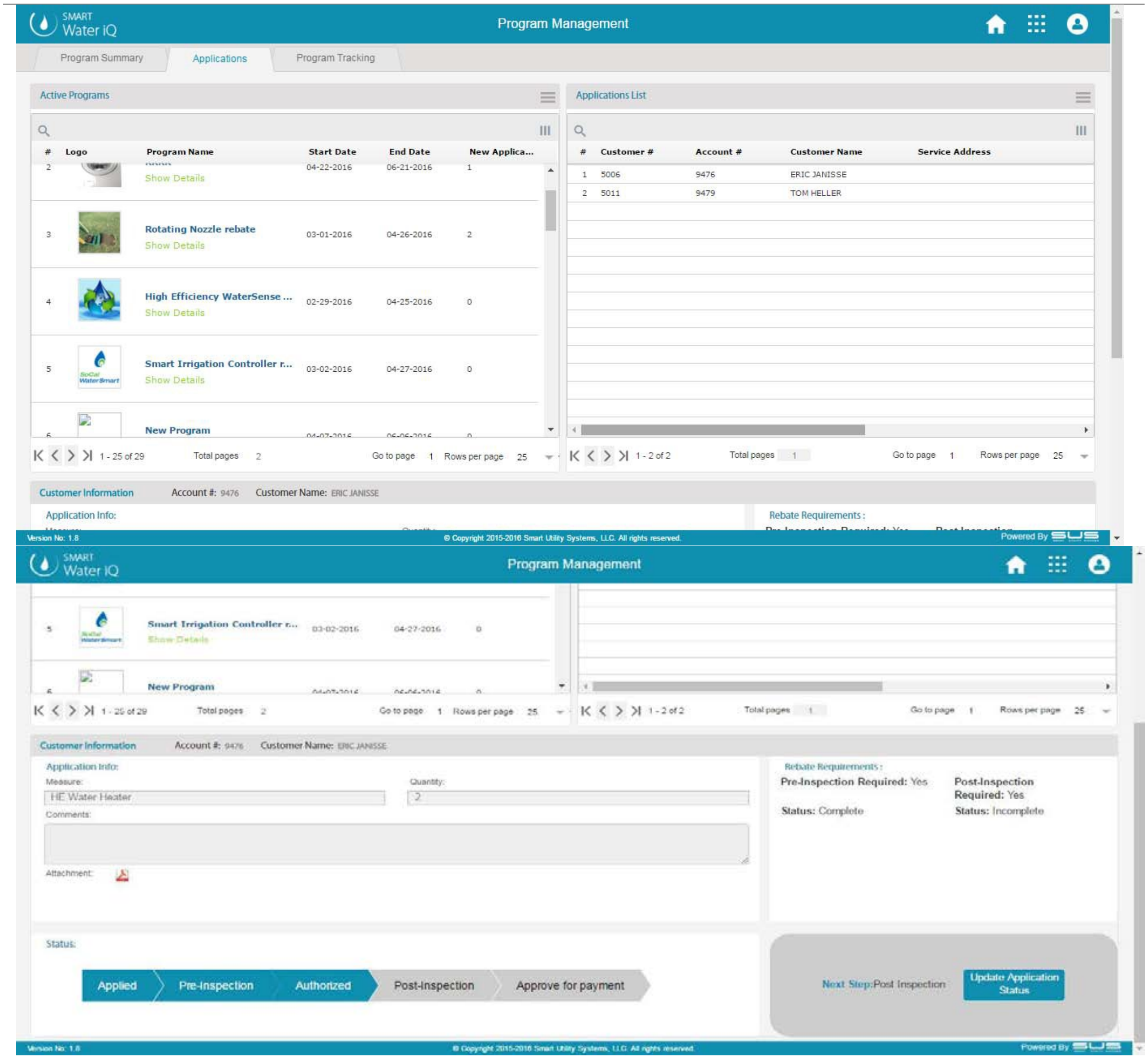


New Conservation program creation

The platform utilizes a combination of multiple datasets including customer information, property attributes, weather data, and other socioeconomic data to create customer use profiles using advanced data clustering and blending techniques. Once the initial customer cohorts are defined, these profiles are utilized for customized and targeted program communications and also evaluation and benchmarking of customers across their peers within the cohorts.

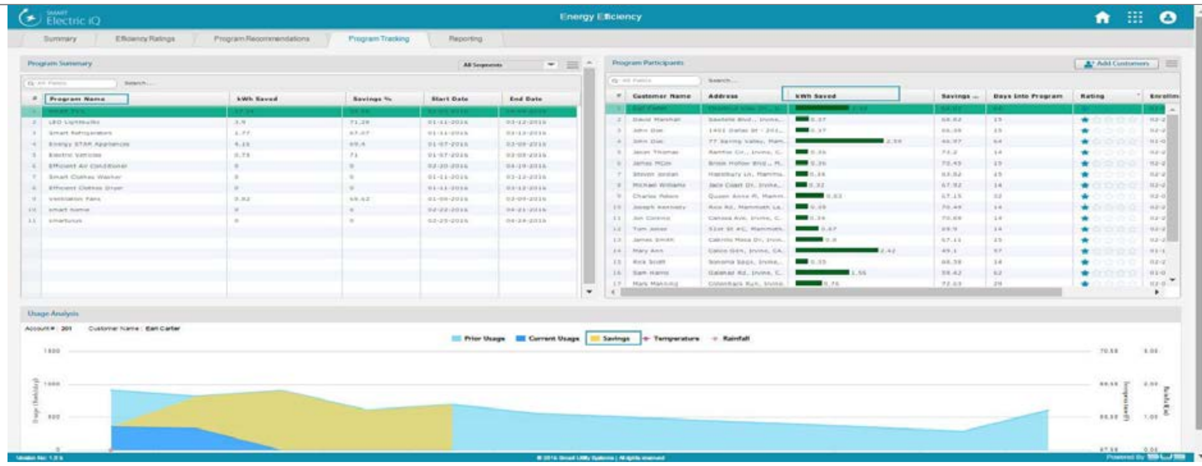
SiQ™ platform displays the status of all conservation rebate applications. The conservation rebate application process is automated including analyzing, tracking and approving/rejecting various customer applications for participation in various rebates and conservation programs such as turf removal, drought landscape, toilet, washing machine, etc. It also automates the process of application analysis, pre-inspection, authorization, post inspection and finally approving the rebate payments. The platform will deliver a web based dashboard to monitor customers' usage, track program performance and measure the program effectiveness providing details about savings each customer has after participating in the various conservation programs.

Exhibit "B"



Application tracking through Program Management module of SiQ™

Exhibit "B"

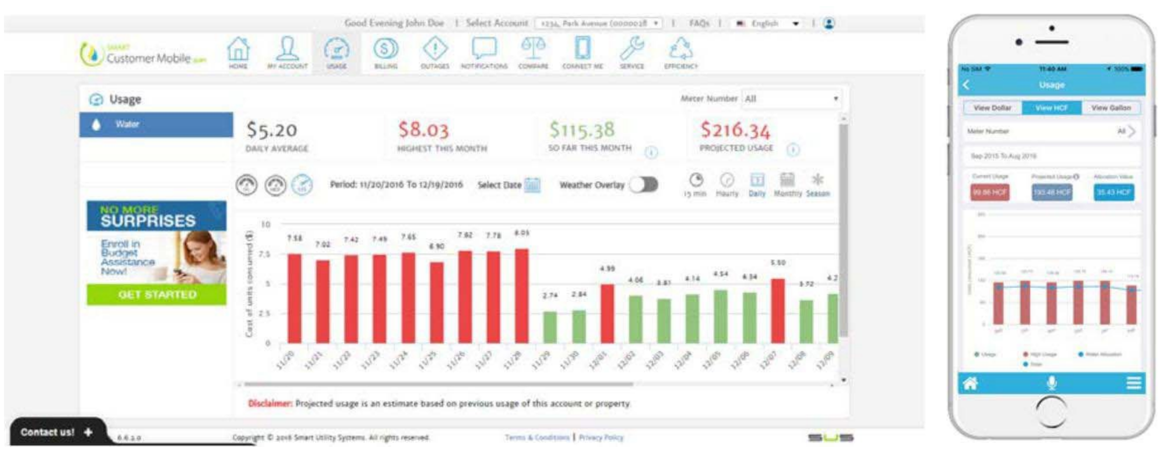


Conservation program tracking

These reports can be exported/downloaded to various user friendly formats such as (MS Excel, CSV, PDF, MS-Word etc.). SES will work closely with City team during the requirement gathering and implementation phase to identify all your basic and advanced reporting needs. The above mentioned reports are accessible from any location, any device through their respective SiQ™ account. No programming, SQL, DBA etc. technical skills required by City staff for business reporting.

3.11 The customer portal Solution shall provide trending statistics, high/low monthly averages, and annual averages for each account. Ideally, the customer portal Solution will provide temperature and rainfall data, as well.

Response: The "Usage" module of SCM® portal provide customers with 360-degree view of their water usage, high/low monthly averages, and annual averages, trending statistics for each service address in both tabular & graphical representation enabling customer to analyze their water consumption, hourly, daily, monthly & yearly consumption, historical comparisons, and current rates. The City customers can view their historical usage and cost by selecting different registered property addresses, multiple accounts or meters. The module also displays current usage as well as the projected/estimated consumption units in gallons, HCF and bill reading ($) in order to provide complete information to the customers. The Usage module also enables the users to toggle the usage between various units of measurement and enables them to access the various graphs in the specific units. The weather overlay information (temperature and rainfall data) is integrated to monitor correlation between the water usages with the weather conditions to analyze the reasons for high or low usage. The desired usage report can be easily downloadable in various readable formats such as PDF, Excel, Word, CSV or HTML.



Usage module of SCM® portal

Exhibit "B"

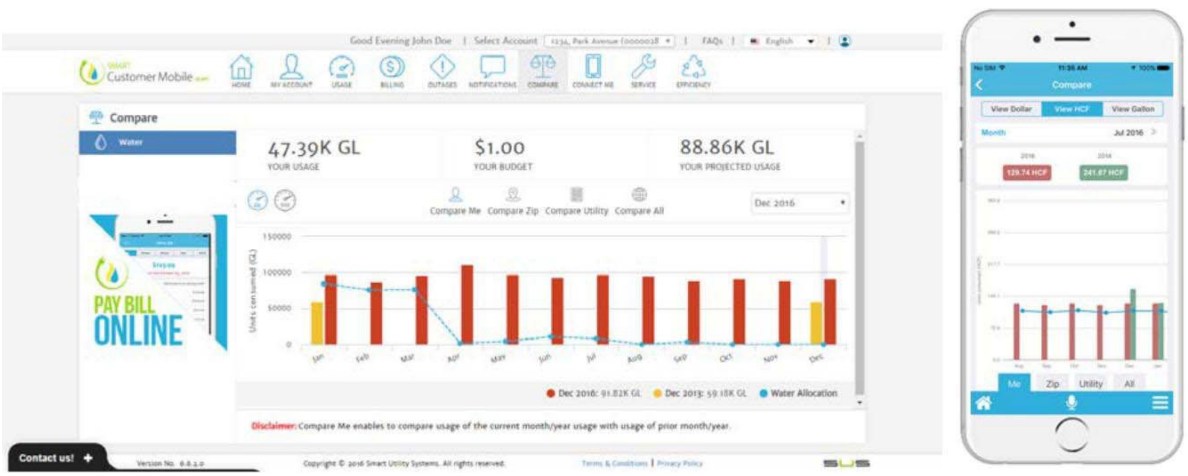
3.12 The customer portal Solution shall provide a minimum of 24 months (preferably more) of customer consumption and payment history. The City intends to use the history capability of the portal Solution to minimize data conversion requirements for its CIS conversion.

Response: The SCM® & SiQ™ platform can store all historical data without any capacity issues and can display usage and billing & payment history for unrestricted period as required by City. This is enabled by SES cloud-based solution that provide scalable storage for utilities to store data.

3.13 The customer portal Solution shall have the ability to integrate with the City's Master Meter Advanced Metered Analytics System which shall enable the City's customers monthly, hourly or daily water consumption information and provide the City's customers the ability to set notification alerts of potential leaks. The City's customers shall have the ability to view past usage (current and prior year), as a comparison.

Response: SCM® platform is based on a Service Oriented Architecture (SOA) and supports XML, SOAP and RESTful web services and flat file batch interface for system integration with Utility in-house & external applications. Enabled by pre-built data connectors, SCM® solution will establish real-time integration with all City recommended systems including City's Master Meter Advanced Metered Analytics System to fetch consumption information for City customers. The Usage module of SCM® portal will display City customer's monthly, hourly or daily water consumption information.

The 'Compare' module of SCM® portal will allow City customers to compare their current consumption patterns with their own usage last year, neighbors, zip code or their utility average, and displays the information in a graphical format.

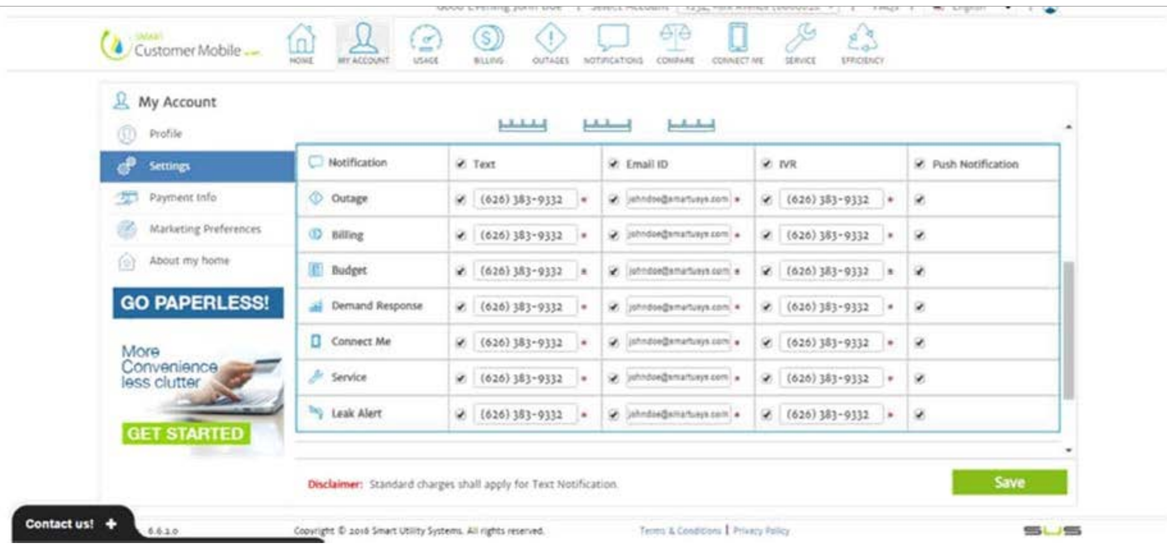


Compare' module to compare customer usage with its own last year, zip and utility

Notification alerts of potential leaks

The 'My Account' module of SCM® portal enable customers to set alerts for potential leaks, rebate programs, education and water saving tips, usage alerts if their daily usage is nearing a certain threshold, or if their usage spikes increases by certain threshold level, etc. Customers also have the option to set the frequency and the time period during which they would prefer receiving alerts. City residential and commercial customers would receive the notifications or alerts in the notification module under the specific category.

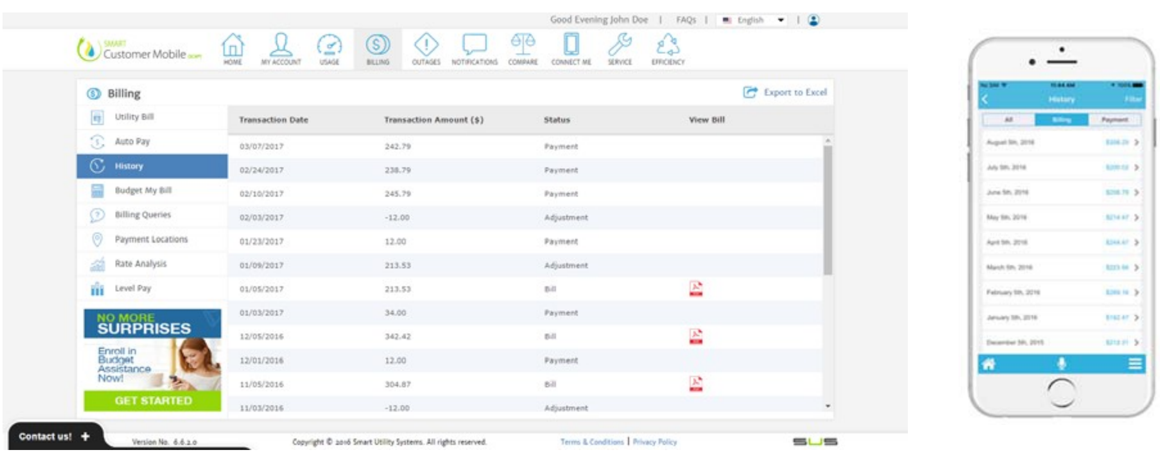
Exhibit "B"



SCM® portal displaying 'My Account' module

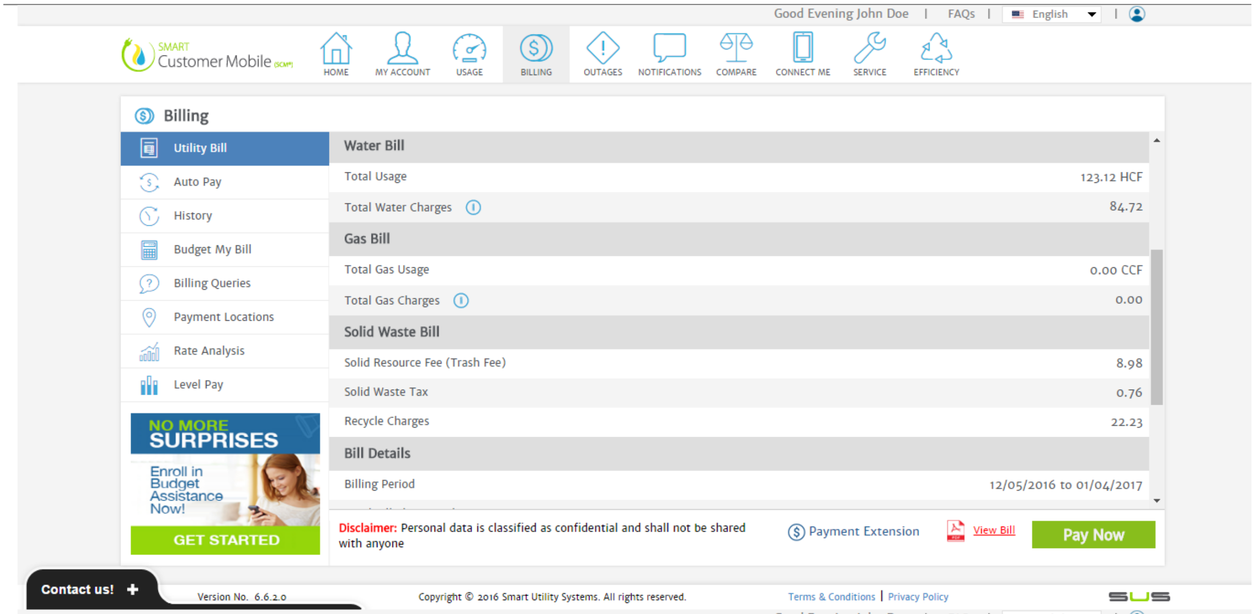
3.14 The customer portal Solution shall allow the City's customers the ability to view and pay bills on either the customer portal or the customer's mobile device. The customer portal Solution shall have a process to import a payment file to the City CIS Billing system to update customers' accounts. The customer portal Solution shall allow the City's customers to see billing history for the duration of their account.

Response: This requirement if fulfilled by the Billing module of the SCM® portal, that enables he customer to access billing history, make bill payments and access account balances. Our Billing Module enables to view a detailed history of the past payments/ transactions undertaken by the customers. The 'Billing/ Payment History' allows the customer to select the month and year for which they would like to view the transaction history.



Billing Module displaying the 'Billing and Payment History'

With SCM®, City customers will be allowed to view their monthly bills, billing / payment history and make payment in three simple & easy steps. The application provides different payment modes like credit card, bank debit card and allow customers make one time or scheduled payments. Customers are also given the option to make complete or partial payments as per the choice of the customer. Billing module will also let customers to download their bill in PDF format.


Good Evening John Doe | FAQs | English |
SMART Customer Mobile
HOME
MY ACCOUNT
USAGE
BILLING
OUTAGES
NOTIFICATIONS
COMPARE
CONNECT ME
SERVICE
EFFICIENCY
Billing
Utility Bill
Auto Pay
History
Budget My Bill
Billing Queries
Payment Locations
Rate Analysis
Level Pay
NO MORE SURPRISES
Enroll in Budget Assistance Now!
GET STARTED
Water Bill
Total Usage 123.12 HCF
Total Water Charges 84.72
Gas Bill
Total Gas Usage 0.00 CCF
Total Gas Charges 0.00
Solid Waste Bill
Solid Resource Fee (Trash Fee) 8.98
Solid Waste Tax 0.76
Recycle Charges 22.23
Bill Details
Billing Period 12/05/2016 to 01/04/2017
Disclaimer: Personal data is classified as confidential and shall not be shared with anyone
Payment Extension
View Bill
Pay Now
Contact us! +
Version No. 6.6.2.0
Copyright © 2016 Smart Utility Systems. All rights reserved.
Terms & Conditions | Privacy Policy

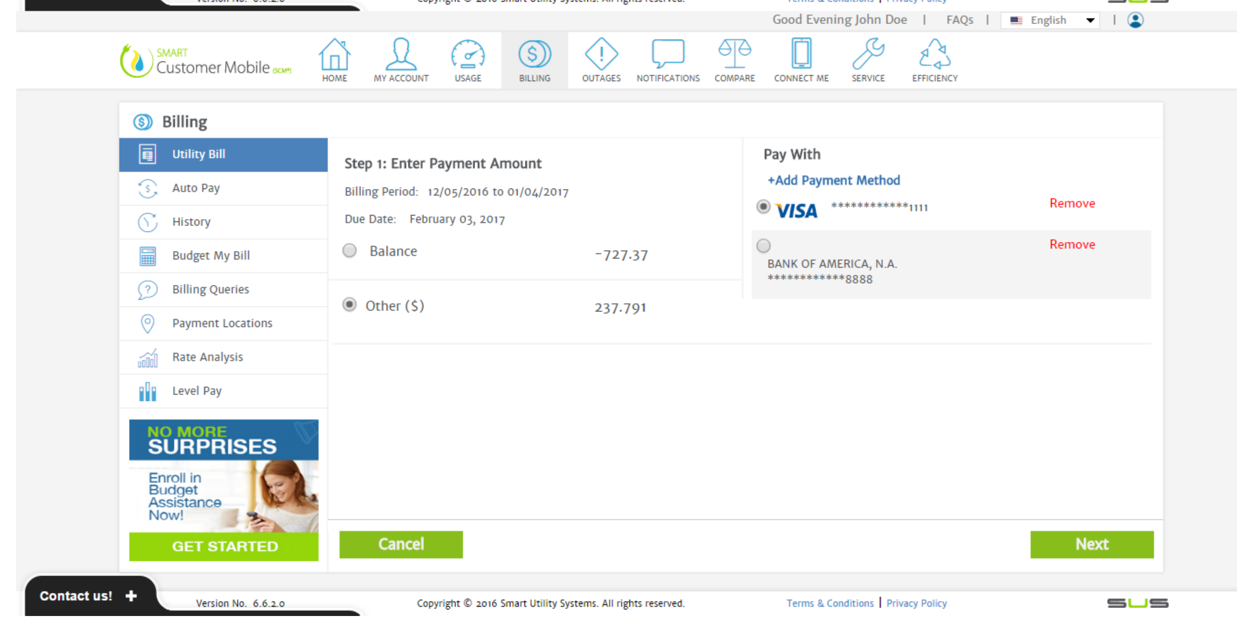
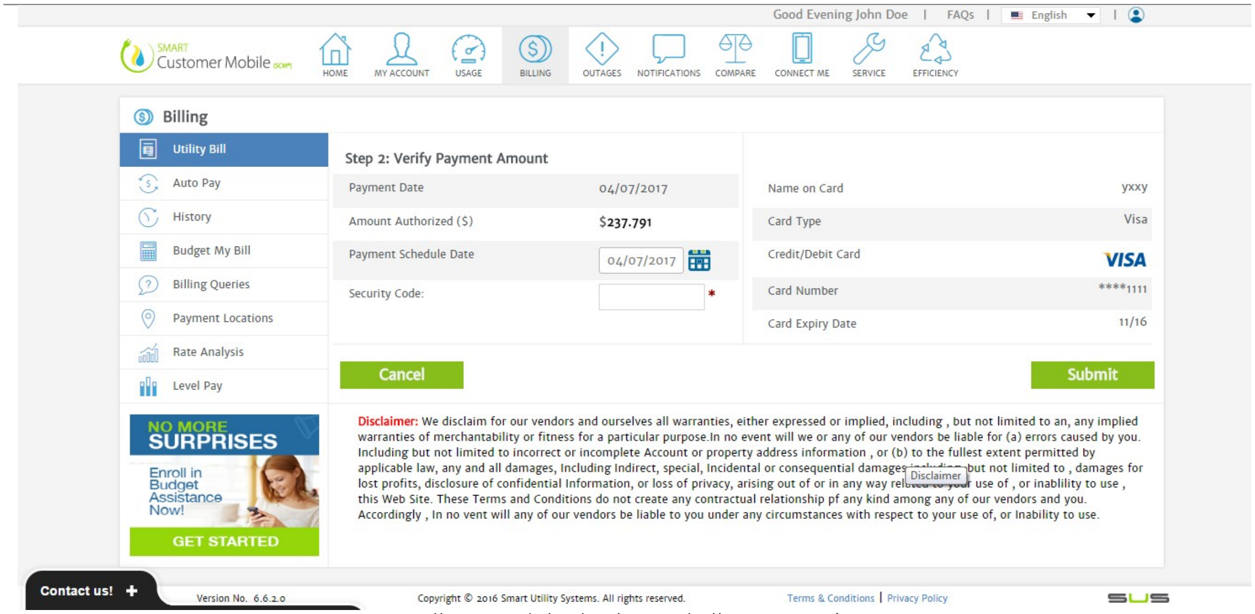
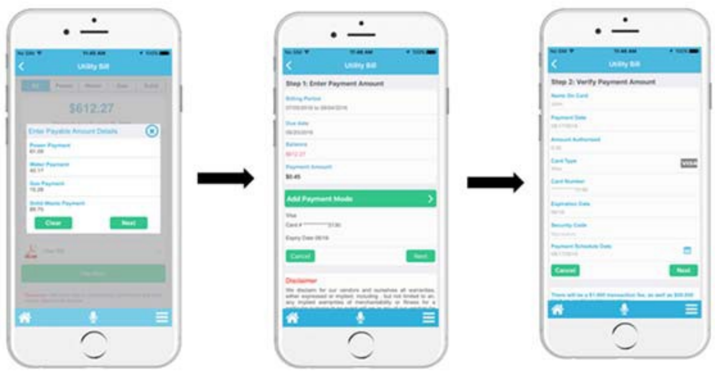

Good Evening John Doe | FAQs | English |
SMART Customer Mobile
HOME
MY ACCOUNT
USAGE
BILLING
OUTAGES
NOTIFICATIONS
COMPARE
CONNECT ME
SERVICE
EFFICIENCY
Billing
Utility Bill
Auto Pay
History
Budget My Bill
Billing Queries
Payment Locations
Rate Analysis
Level Pay
NO MORE SURPRISES
Enroll in Budget Assistance Now!
GET STARTED
Step 1: Enter Payment Amount
Billing Period: 12/05/2016 to 01/04/2017
Due Date: February 03, 2017
Balance -727.37
Other ($) 237.791
Pay With
+Add Payment Method
VISA ************1111
Remove
Remove
BANK OF AMERICA, N.A.
************8888
Cancel
Next
Contact us! +
Version No. 6.6.2.0
Copyright © 2016 Smart Utility Systems. All rights reserved.
Terms & Conditions | Privacy Policy

Exhibit "B"



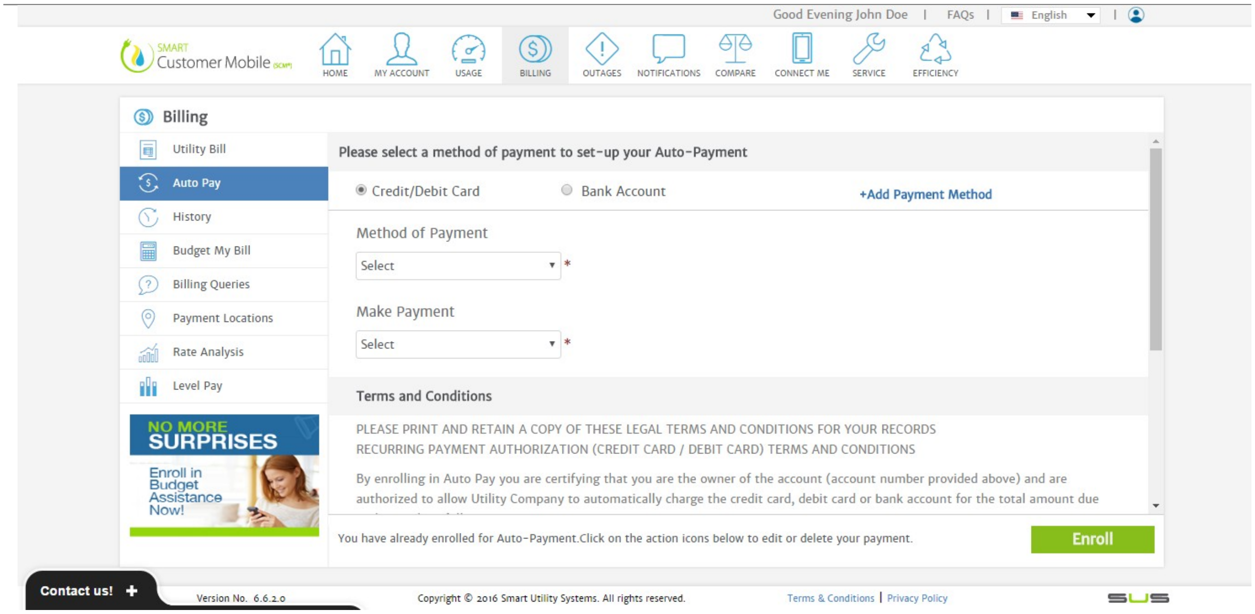
Billing Module displaying 'Bill Payments'



Steps for Bill Payment

SCM® also allow users to enroll for recurring payments using the Billing module. Automatic Payments can be made using debit card, credit card, or ACH. The added payment information is first validated and then provided to the user for recurring payments, which they can select while selecting the bill payment mode. City customers enrolled in recurring bill payments, will have the access to delete their bill payment modes anytime from any device if a customer wishes to remove the bank account from customers account. Customer payment information is fully protected from unauthorized access.

Exhibit "B"



SCM® platform is based on a Service Oriented Architecture (SOA) and supports XML, SOAP and RESTful web services for system integration with utility in-house & external applications. We support real-time data exchange through our extensive Web service/API set to load/update data from different systems such as usage data, payment details, customer information, etc. using push or pull mechanism to import a payment file to the City CIS Billing system to update customers' accounts.

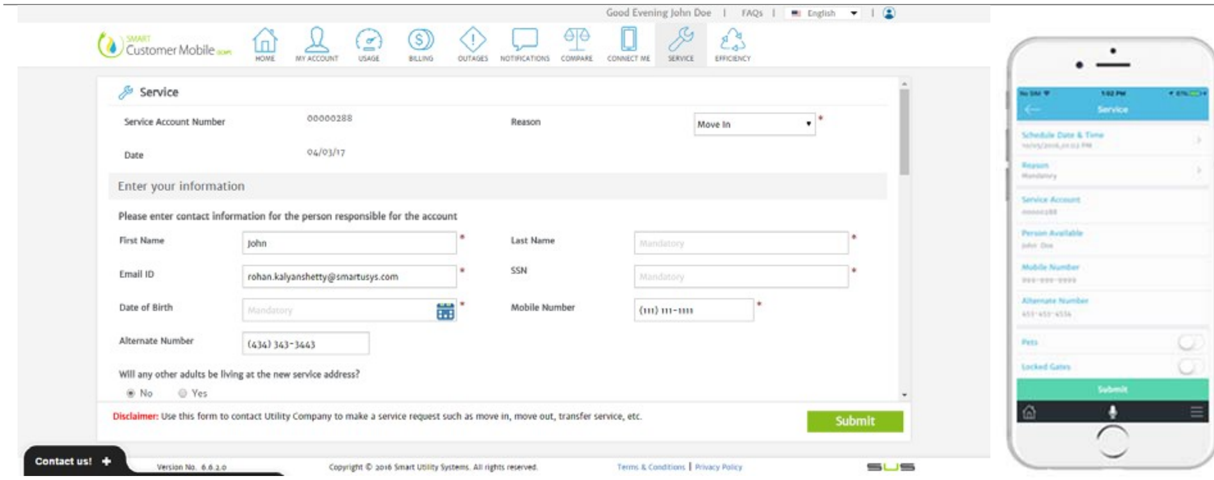
3.15 The customer portal Solution may allow the City's customers to request services such as move in/move outs through a two-way communication process.

Response: Our easy to use SCM® portal allow customers to request services such as move in/move outs through a two-way communication process using the 'Service' module. The "Service" module of SCM® portal gives user the ability to enter and log service requests, schedule time slot for field personnel visit, monitor status in real time and upload relevant documents for reference. The City customers can:

- Initiate or Register service request to utility related issues like move in/move out, outage, profile change, billing issue, new connection, repair etc.
- Real-time monitor the service request status and receive alerts on any status update via text, e-mail, IVR etc.
- View status of field worker assigned for this service request
- Check service request history for all past service request raised
- Request for Field worker visit and schedule visit as per availability
- Request for change in account information, service address etc.

Once service request is raised by customer, all records will reflect in Notification module of SCM® admin portal segregated automatically in utility defined folders like Move in/move out, outage, billing, service transfer etc. The City staff can pick a particular communication for reply, follow-up, status view. The single screen will display customer information, communication history, status of his service request and issue resolution provided to the customers. The utility staff/CSR can add remarks or comments for respective service request as input for field worker or concerned customer.

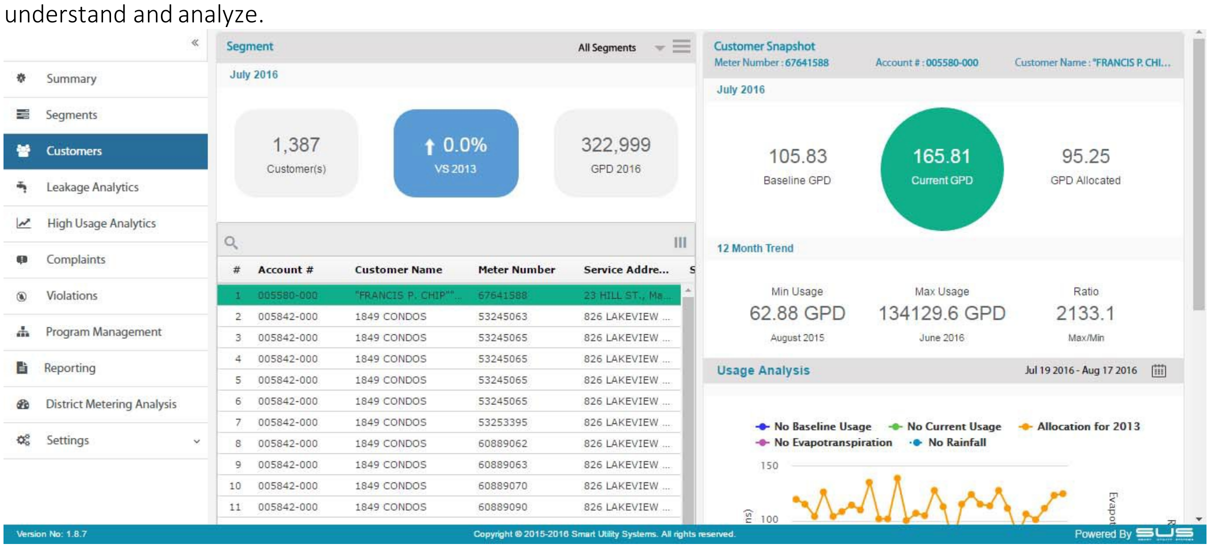
SES systems keep a database to maintain log of all service requests and associated data. SCM® portal is a comprehensive service request solution that provides a real time communication platform for customers to interact with their utility for any service request including Move In/Out service requests.



3.16 The customer portal Solution shall allow for the utility staff to see what the customer sees on all of the analytics associated with an account, such as payment history and usage patterns.

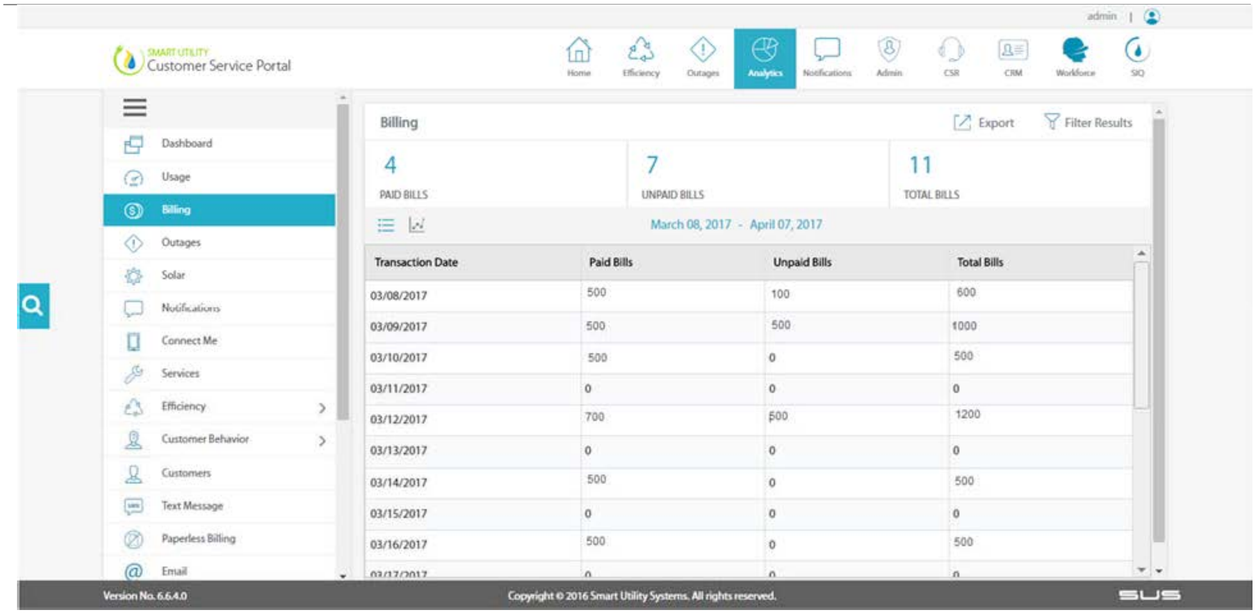
Response: This requirement is addressed by the Smart iQ (SiQ™) Utility platform that provide Utility staff the complete visibility of what the customer sees along with all analytics of an account such as payment history and usage patterns.

'Conservation Analytics' module of SiQ™ enables complete usage analysis of segments or individual customers along with trend analysis, efficiency benchmark, high/low monthly averages, annual averages at the individual account level with the ability to rate and rank customers based on efficiency calculations which are easily exported to excel of pdf with a single prompt. It included various interactive graphs that makes it easier for the Utility staff to understand and analyze.



Billing analysis of SiQ™ portal enables the utility staff to completely analyze all bill history of all accounts including paid and unpaid bills.

Exhibit "B"



3.17 The utility analytical tool Solution shall allow simple, customizable viewing (dashboard style) or compilation of data for utility data needs including, but not limited to, specific customer classes such as single-family, commercial, multi-family, industrial and institutional, with options for sub-classes such as parks and schools, for water, wastewater, drainage, garbage, geographic areas, conservation patterns and any other utility data the City may choose to bill through its system.

Response: SiQ™ utility platform is a pre-built analytics engine designed to analyze utility data and classify customers into segments using micro segmentation techniques. Dashboard is a visualization tool that displays the current status and KPIs across different reports generated by the utility. Enable to view the summarized information of the high level processes of the utility across various segments. The solution will allow City staff to create unlimited number of customer segments and assign customers to those segments.

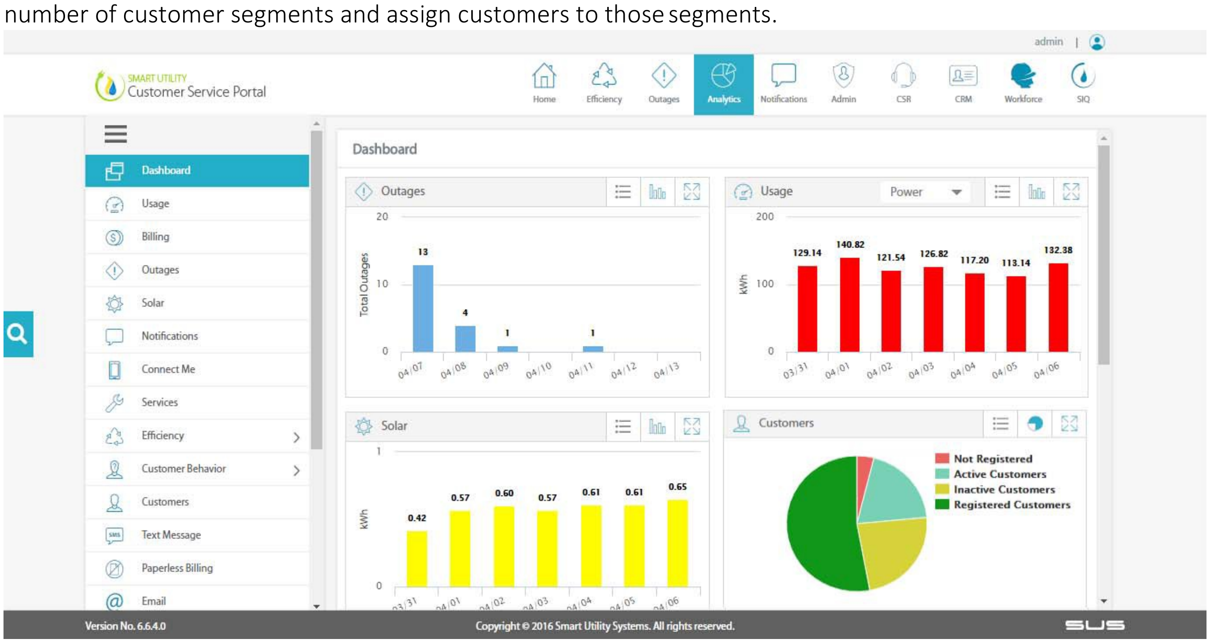
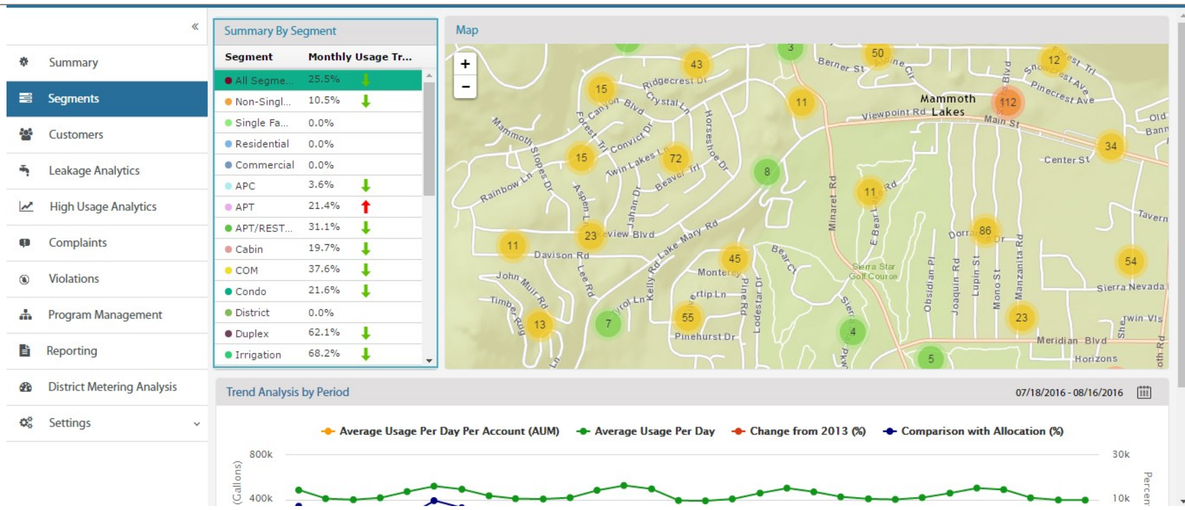


Exhibit "B"



'Conservation Analytics' Module

3.18 The customer portal Solution shall have administration privileges granted to the utility so that changes/additions can be made without extensive help or support from the successful Respondent.

Response: The SiQ™ Utility Portal will enable City admin staff to add, delete, and manage fields, tabs, screens, users, events, rebates, devices, groups and role and rights for each group, advance analytics & reporting dashboard along with the flexibility to manage content/messages/verbiage seen by customer. It will also provide the City a comprehensive portal to manage program, track customer's water saving performance, send personalized notification to targeted customers, control groups etc. For effective utilization, SES will educate City employees on end-to-end portal workflow. The SiQ™ portal provides insights for utility employees, admin level users related to water usage, billing information, customer account details, audits, event performances, etc. which can be configured as per City current and future reporting requirements.

Also SCM® solution possess exiting built-in functionality for Role based access control (RBAC) that will allow authorized admin staff of City to create, grant and revoke role and permissions on fly for controlling user-specific access to application data fields, data screens based on user role in utility operations. The City admin staff can assign customized access rights to each user, based on least required privileges with separation of duties for System Administrator, Standard User, Executive, Management, Power Users, subcontractor and End Users. Roles are dynamic and can be updated, created, or removed by the City's System Administrator.

This way City users will only see application data made accessible to them. At any point of time, your admin staff can alter changes to roles/permissions and create new user groups as per business needs. We offer Granular permission settings in each data field/ screen, Documents, Modules, Folders, and Workflows, to meet and exceed your compliance requirements. These access rights will applicable on user account irrespective of hardware, geography, device used to access the particular use account.

3.19 Both the customer and the utility shall have the ability to reset customer passwords, if needed.

Response: SES proposed SCM® platform and Smart iQ (SiQ™) Utility platform both fulfill the requirement by enabling the customer and the utility staff to reset customer passwords, if needed. We provide self-service password management in a highly secured environment through our 'Change Password' feature wherein a user can change their password by providing the valid information. In case of forgotten passwords or account lock, users can self-service to recover the web account by accessing the "forgot password" option and answering the correct response to the secret questions without contacting the City staff for assistance.

Exhibit "B"

Alternatively, City's CSR team can reset User ID & password for registered customers via admin interface. The system generated temporary password will be sent to concerned customer via text message/SMS/e-mail to the registered contact number which will be valid for set number of days. The customer can use this temporary password for login and is required to change password on first login.

3.20 The successful Respondent shall maintain confidential and proprietary all information belonging to the City of Round Rock and its utility customers. The successful Respondent shall provide a means for secure data transmission to and from the City of Round Rock and a method to confirm receipt of any or all data transmissions.

Response: SES proposed SCM® & SiQ™ platform has been designed with very high application, network and infrastructure security standards to meet utilities cyber security and physical security standards. SES leading utility industry security team provide comprehensive security testing at device, application, and network and infrastructure level.

SES has incorporated below principles of defense-in-depth:

- Authentication and password security
- Demilitarized zones (DMZ)
- Data-centric security
- Encryption
- Firewalls (hardware or software)
- Hashing passwords
- Intrusion detection systems (IDS)
- Logging and auditing
- Multi-factor authentication
- Vulnerability scanners
- Virtual private network (VPN)
- Sandboxing

Physical hardware security: SES uses well-established data center providers to host SCM® & SiQ™ solution. These providers have been examined and reviewed by an independent third party auditor to meet the physical security requirements for ISO/IEC 27001 certification, SOC 1 Type 2/SSAE 16/ISAE 3402 and SOC 2 Type 2. Full AT101 reports outlining these specifications are available upon request. Network Security: SES data centers uses Virtual Private Cloud (VPC) to logically isolated set of resources with its own internal network and a virtual network Edge Gateway where customers can set up their own firewall and NAT rules. Network segmentation is achieved through virtual extensible LANs (VxLANs) allowing for a large range of isolated networks for customers.

Software application security: Our industry leading security team provides comprehensive security testing at device, application, and network and infrastructure level. SCM® & SiQ™ provides following security layers:

- Application uses AES 128/256 bit encryption to store sensitive data in database.
- Data exchange between Server and mobile/web clients are encrypted using 128/256 bit AES encryption and SSL is used for additional security layer.
- Token based authentication is used for web services.
- All application and database servers are behind firewall in DMZ and are accessible via proxy and load balancer.
  Our solution is frequently tested and meets OWASP top 10 requirements.
- Intrusion Detection: Process monitors for security events involving the underlying infrastructure servers, storage, networks, and information systems. The goal of this process is to identify security incidents and respond to it proactively.

Secure end-user authentication and access: SCM® includes build in Role based access control (RBAC) and SSO option to integrate with existing application or LDAP/Microsoft Active directory. Authorized admin user can create, grant and revoke role and permissions on fly. Web and Mobile application are protected using login form and requires valid authentication token to allow access to application and user data.

- Session timeouts if user is ideal for more than configured value (default 30 minutes) and requires re-login to application.
- Includes option to block IP address if wrong password is entered more than configured value (default 5 times). IP address block duration is configurable. Default value is 24 hours.
- Account activation/registration require dual authentication

Data transfer and management protocols to ensure security and confidentiality- SES supports data transfer using FTP and Secure FTP. SFTP protocols are supported for encrypted data transfers across the Internet or direct, point-to-point dial-up links to ensure data integrity and privacy. Additionally, all files transferred by SFTP are individually encrypted using PGP. This combination ensures the greatest security of all files transferred. If requested, FTP can also be used; however, SES will require the files to be encrypted and/or transferred over a VPN connection to ensure both the integrity and confidentiality of the files and contents. For the greatest security at some of our larger Districts, SES implements a combination of VPN and SFTP data transfer.

3.21 The successful Respondent shall have a disaster recovery plan which includes backup power, offsite data centers, redundancy of equipment, and a formal disaster recovery agreement or site.

Response: SES is proposing a Software as a Service (SaaS) model, and is fully hosted by SES in secure Cloud infrastructure. SES follows industry standard best practices for disaster recovery/archiving/purge/restore/backup and has documented process for application and data backups. All City data will be continually backed up with our robust Backup Software in alignment with your policies. For critical data, we are using snapshots every 15 minutes. We run daily nightly incremental and full backups over the weekend. Data gets backed up locally in the cloud and SES is using Array based replication for an offsite backup. This approach allows our proposed systems to recover all changes made up to the last transaction or point of save, in case of system failure.

- Data retention and protection, such as routine backups for SES Managed Hosted Platforms
- Data and infrastructure recovery point and recovery time objectives supported by high availability and physical disaster for the SES Managed Hosted Platforms
- Data protection for the data and content accessed or stored on SES Managed Hosting Platform, virtual machines or storage devices, configuration settings, etc.
- Data, content, virtual machine and configuration restorations for assets accessed or stored on SES Managed Hosting Platform.
- Security and DR policies also include frequent but not less than semi-annual internal assessments in addition to annual external assessments including penetration testing, failover testing, and disaster preparedness drills.

3.22 The successful Respondent shall provide on-site training to utility and IT staff at culmination of project and as needed, for the first full year of service. The successful Respondent shall provide training and/or user manuals or other applicable resources for the City's staff.

Response: SES takes knowledge transfer into consideration as part of our training function. Training classes are offered as required by the Utility. SES recommends conducting train the trainer sessions for all functional training. We prefer to enable our clients to be independent for training needs which overall reduces costs for City greatly. Training can be delivered in classroom settings, WebEx sessions, job aids, video user guides, online help guides, and on the job as well. SES to develop training materials and host a limited number of on-site Train the Trainer sessions. They not only provides our clients with the needed materials but also the knowledge for key personnel such as Trainers and System Administrators to conduct their daily operational activities and train additional internal staff to support Customer needs such as Call Center Representatives (CSR's).

- Functional Support Training – As mentioned we recommend this be conducted as Train the Trainer sessions.
- Technical Support Training – Majority of technical support comes as part of our standard maintenance and product support offering. For system administration, SES will conduct System Admin training in a small classroom setting for those identified as the system administrators.
- Train the Trainer – This training is conducted on a module by module walk through basis with scenario based events to enable the trainers to be prepared for any training question which may arise. Course materials, trainer materials, and job aids are all provided by SES.
- End User Training – SES recommends providing either job aids, cheat sheets, or online help as an option for end user training rather than field training of your end customers. Customer specific training can be expensive and time consuming, where as our product is simple to learn and use this type of training is often not needed.

For recurring training requirement to new employees, SES recommend “train the trainer” sessions during the initial training phase which will reduce overall cost for City. By conducting train the trainer sessions, the City can execute training on their own timeline and also provide refresher courses or new hire training as needed. As an advanced training option we offer video user guides which are approximately 30-60 seconds videos on how to perform certain functions in case a user is facing a challenge.

SCM® web and mobile platform is designed keeping in mind varied educational & professional background of utility customers and internal utility employees. Our platforms exhibit easy to use interface, with self-explanatory field labels, terminologies used, which only require system administrator to have basic computer skills for application use. No programming, SQL, DBA etc. technical skills required by City staff for system administration. SES will provide a structured handover of knowledge, documentation and materials to City staff during the post-implementation support with following supporting documents:

- Detailed User guides
- Software installation, design, and configuration documentation
- Baseline technical training documentation and course materials
- Business Processes and Procedures use cases and workflows

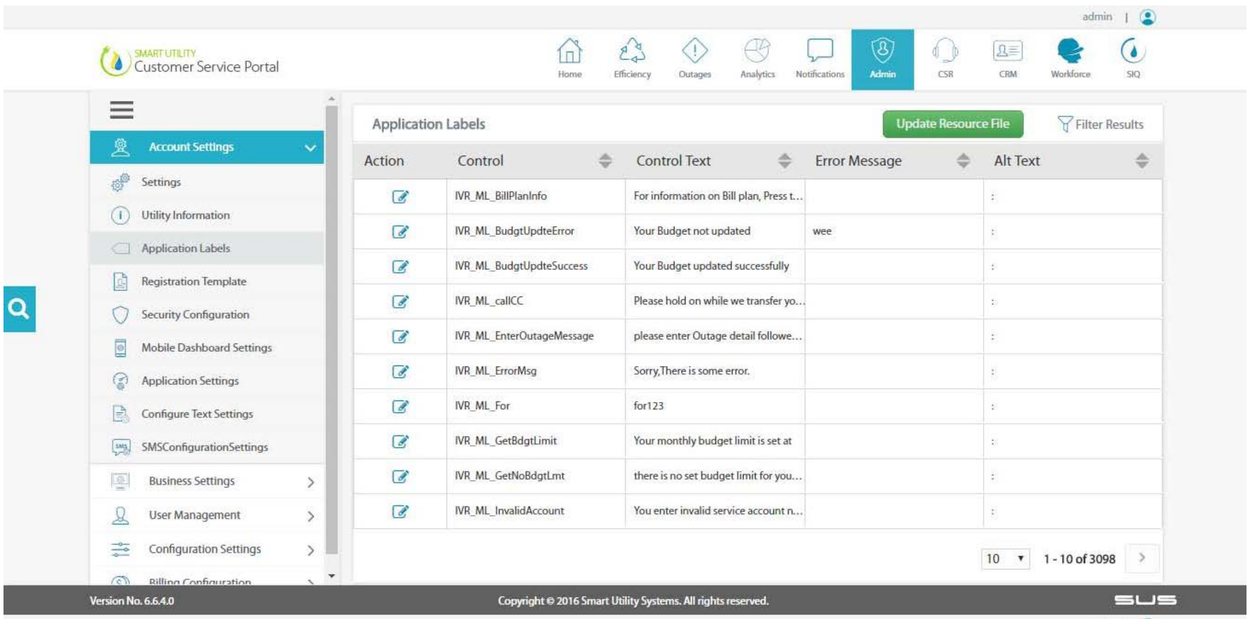
SES will provide complete product documentation for SCM® covering functional, technical and implementation aspects of the proposed systems. SES employs several instructional designers who will be the subject matter experts for curriculum design and content development with the City oversight. Training data and training materials will be coordinated and managed by the trainer (either City or SES) in conjunction with the SES Product Implementation Manager. As per the finalized training timeline, SES would require availability & participation of all your nominated stakeholders to ensure success of these training sessions. SES would require sign-off from City team on training manuals prior to its use in training sessions.

The training documentation is available on the internet for licensed users to view, which are maintained and updated regularly. Users with admin credentials can update documents on as needed basis through the Admin interface. SES entire project team including trainers are based out of Irvine (California) and available for onsite training as when required. SES is open for mix of onsite and offsite trainings as the City use of the application matures following Go Live.

3.23 The customer portal Solution shall be customizable with City logos and brands, and have the capability to add or remove features as the City and the successful Respondent determine necessary.

Response: SES understands the importance of branding across all customer interactions and will implement the web and mobile application, training, invoices, marketing material and other types of communication using City logo and color scheme to maintain the consistency with your corporate website so that it is seamless for your customers.

SES provides City with the SCM Customer Service or Utility Portal to provide City system administrators the ability to add, delete, and manage fields, tabs, screens, users, events, rebates, devices, groups and role and rights for each group along with advance analytics & reporting dashboard along with the flexibility to manage content/messages/verbiage seen by customer. It will also provide the City a comprehensive portal to manage program, track customer's water saving performance, send personalized notification to targeted customers, control groups etc. For effective utilization, SES will educate City employees on end-to-end portal workflow. The SiQ™ portal provides insights for utility employees, admin level users related to water usage, billing information, customer account details, audits, event performances, etc. which can be configured as per City current and future reporting requirements.



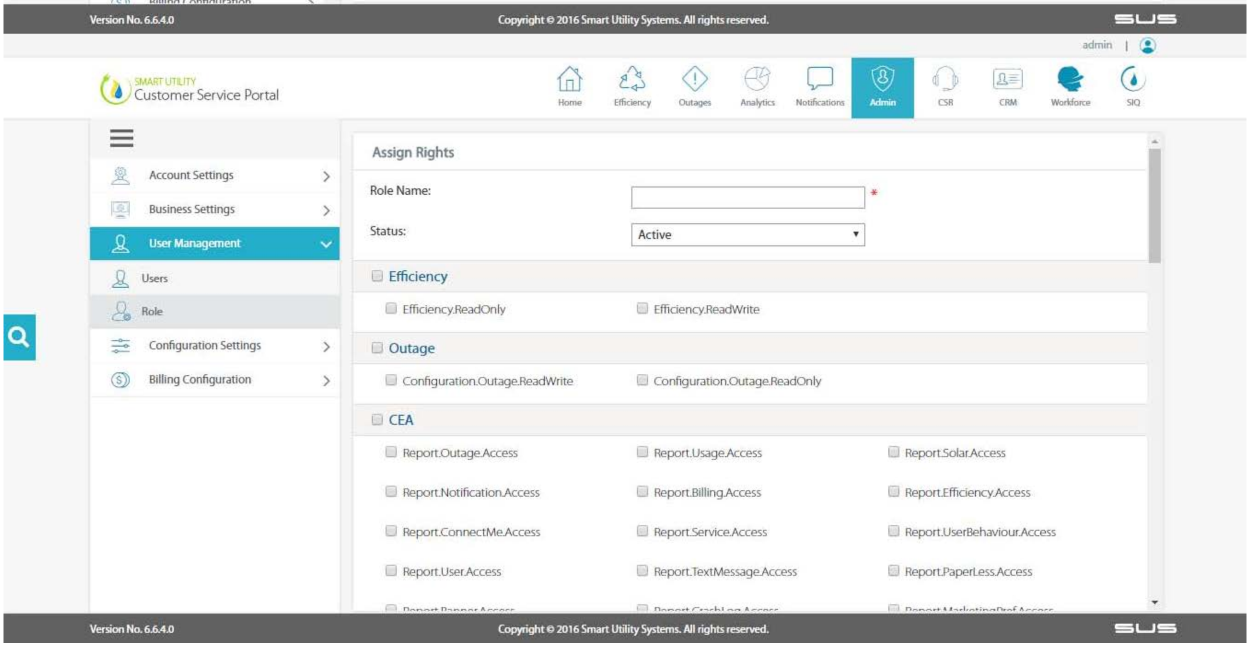


Exhibit "B"

Appendix - 2

Project Team Experience

Exhibit "B"

Below is professional background of our project team for this engagement, who have been involved in similar SCM® & SiQ™ implementations for utilities in a high complexity technology environment.

Name & Title: Travis Parker (Director - Product Delivery)
Professional Background: Travis is an innovative technology leader with 14 years of experience in the utilities industry focusing on customer service, advanced metering, big data, and advanced analytics. Proven highly effective in delivering key enterprise initiatives, both as a consultant and as a leader in one of the largest investor owned utilities. Travis has spent the last 8 years focused on various aspects of Customer Facing Systems including Customer Engagement via different mediums, such as web and mobile applications. From smart meter business case development to managing large data warehousing implementations, to accommodate this new influx of data, Travis' experience has brought a new aspect to customer facing systems and empowering the customer to make more relevant and near real time decisions. During his 14 years of tenure, he has cultivated many relationships across various utilities and with multiple technology vendors to provide a multi-faceted perspective on what technologies will meet the needs of clients.
Current and past relevant experience related to this type of software solution: Travis has successfully delivered various projects at Electric, Water and Gas utilities and is responsible leading client implementations for Smart Grid projects, multiple business intelligence solutions including SES core products such as Smart Customer Mobile (SCM®) and Smart iQ. He has strategically managed a team from various client organizations as well as vendor management processes. He has handled agile implementation and pilot effort to deploy the new data warehouse appliance with historical customer and Smart Meter electric interval usage data within 2 months of receiving hardware at Capgemini and has worked on Dynamic Pricing Rates project and Rate Analysis Web Tool at Southern California Edison (SCE).
Include the role and responsibilities that each key personnel member will perform on this project: Responsible for executive oversight of overall delivery of the solution and provides guidance and direction to resolving technical and functional issues to drive project to completion.

Name & Title: Manoj Singh (VP, Product Engineering)
Professional Background: Manoj has over 15 years of experience as a Product Manager managing various phases of solution development including various utility workforce management solutions. A techno-functional expert skilled in managing projects and implementations related to utility customer facing web or mobile applications as well as content impacting up to five million users. Versatile with different SDLC methodologies and technical environments.
Current and past relevant experience related to this type of software solution: Manoj has an experience in all phases of software development life cycle (SDLC) and has helped in developing SaaS based solutions for several large scale utilities at SES, including Requirement Gathering by client Interaction, Development, Implementation, Integration, Documentation, Testing, Builds, and Configuration. Managed multiple work order management & asset management implementation in utilities sector. Manoj has experience in developing web applications and web services in SAP, .Net C#, SQL Server, MySQL, Oracle, Web services, XML, JavaScript and in consuming, building and implementing WCF/SOAP Web Services.
Include the role and responsibilities that each key personnel member will perform on this project: Responsible for defining the overall solution, integration standards, application standards and providing direction to the development teams as needed.

Name & Title: Megan Morgan (Project Manager)
Professional Background: Analytics Professional with extensive experience in Business Intelligence, Analysis, data mining, aggregation and validation, model development, scoring and validation of predictive models. Megan Morgan is responsible for the delivery implementation and business analysis initiatives for the Business Intelligence and Customer/utility Facing Applications. Her background consists of working with a number of utility clients both small and large, power and water consulting, business analysis, technical analysis, and project management support. With an extensive experience working with clients and implementing information

Exhibit "B"

technology projects, Megan is a highly motivated professional focused on delivering high value products and services.
Current and past relevant experience related to this type of software solution: Megan is a highly focused professional with his experience as a project manager is responsible for conducting fit-gap analysis at client site and design the business flow of utility applications. She is also responsible for conducting kick-off calls, preparing schedules and deliverables for all phases of the Software Development Life Cycle, Developing Client specific Document of Understanding, Business Requirement Document, and Function Requirement Document, Developing Workflows, Plans, and Documentation for product Testing, UAT, Client Training, and Software Implementation. She has played the role of an excellent project manager in various projects of SES and is currently leading various implementations with hands-on experience in developing workflows, wireframes, and use case for utility projects.
Include the role and responsibilities that each key personnel member will perform on this project: Responsible for ensuring the project team successfully delivers the project per schedule, scope, and budget. Coordinates approvals and communications as necessary

Harsha Bana – Business Analyst
Role: Responsible for documenting existing and new business processes, fit gap requirements, and validation of those requirements in the final solution. Acts as a lead for all business process and documentation responsibilities
Harsha is a techno - functional professional with extensive experience of over six (6) years across industries and business processes. He has comprehensive experience in project management and SDLC methodologies such as Agile, Waterfall and Spiral Methodologies and works with Utility clients on identifying and analyzing technical & functional requirements. His expertise is leveraged in maintaining high standards of software quality within the team by establishing good practices and effective documentation skills. Harsha with extensive experience as a business analyst is responsible for requirement gathering, solution design, and Change request for our in-house platform solutions for Utilities namely-Smart Customer Mobile (SCM®). Harsha has been recognized for improving and streamlining IT processes, and excelling in Customer engagement solutions, all towards helping utility organizations achieve on-time and on-budget project completion. Works for both small and large, power and water utilities providing consulting, business analysis, technical analysis, and project management support.

Name & Title: Atul Someshwar (Data Architect Lead)
Professional Background: Atul has more than 20 years of extensive and progressive experience in the Business Process definition, Requirement Gathering, Analysis, and Design, pertaining to development, configuration, integration, customization, and migration of business application software, working with Business stakeholders and executives to translate Business needs into data visualizations. With 10 + years of technical expertise in various BI technologies like Cognos, OBIEE, Tableau etc. and data integration using ETL Tools like Informatica etc., Atul has successfully deployed various projects . Atul also Led the integration and configuration team in complex integration projects (Siebel-Middleware (Oracle Fusion)-Oracle EBS). Using his exceptional experience, he has contributed extensively in SCM®, SMW® and Smart iQ data analytics.
Current and past relevant experience related to this type of software solution: Atul has designed data framework and Big Data Analytics across all 3 core product at SES. Specifically, for Smart Customer Mobile/Portal (SCM®), Smart Mobile Workforce (SMW®) and Smart iQ™). He designed the SCM & SMW analytical canned reports desired by utilities like Asset Status, Inventory reports, workforce utilization, and work order analytics for the Electric and Water applications. He has also worked on major client projects of SES like Glendale Water and Power (GWP) etc. that included all major modules like Billing, Outage, Notification, Usage, Efficiency/ Conservation, Electric Vehicle etc.

Exhibit "B"

Include the role and responsibilities that each key personnel member will perform on this project: Responsible for designing architectures and develops strategies for data acquisitions, archive recovery, and implementation of a database.

Name & Title: Sabyasachi Swain (Quality Analyst Lead)
Professional Background: Sabyasachi is experienced QA with over 5 years in IT arena with major focus on Manual Testing & Automation Testing for Web Apps, Mobile Apps & Desktop Apps. He has comprehensive experience in Quality Assurance, including Black Box, Functional, GUI, Unit testing, Integration, System, Smoke testing, Sanity testing, Database, Performance and User Acceptance testing of both client-server and web-based applications. His extensive knowledge helps him create effective testing strategy, use cases and test scripts that enable the solutions to be bug free and provide the desired results.
Current and past relevant experience related to this type of software solution: Sabyasachi is well conversant with software testing methodologies including developing Test plans, Test scenarios, Test cases, Test procedures, Test reports, documenting manual and automation tests and Conducting functional testing (Smoke Testing, Adhoc Testing and Regression Testing) of the application under test. With this extensive knowledge of testing he has worked on various projects of SES including Glendale Water and Power (GWP), El Paso Electric, Aquarion Water etc. His testing knowledge makes him techno-functionally sound to accomplish the motive of the web and mobile functionalities. His responsibilities include QA Management activities spanning from QA project initiation to QA project closing including all processes like Initiating, Planning, Estimation, Executing, Controlling and Closing for Smart Customer Mobile (SCM®), Smart Mobile Workforce (SMW®) and Smart iQ™.
Include the role and responsibilities that each key personnel member will perform on this project: Responsible for overall Quality Assurance and Testing of the solution including integration, end to end, user acceptance, performance, and scalability testing.

Name & Title: Kaitlyn Marmaduke (Manager of Client Support and Success)
Professional Background: Kaitlyn has spent the last 6 years focused on various aspects of Marketing and Client Relations, client and partner management throughout mobile and web software implementations to ensure efficient and successful projects. Provide post-implementation IT/Technical Support and Maintenance across all platforms for increased user adoption, customer engagement, client retention and identification of future revenue opportunities. At every point, Kaitlyn with her team collects, analyzes and then uses data to make the client’s experience of the company a seamless, consistent whole. She administers the delivery of services to clients as well as provide support to business development, client management, and service delivery teams She serves as a link between business management and clients, therefore plays an integral role in business communications. She is also responsible for developing the company customer service policy for an organization.
Current and past relevant experience related to this type of software solution: Kaitlyn has successfully delivered various projects at Electric, Water and Gas utilities and reports to VP of Sales. Kaitlyn is responsible for client and partner management throughout mobile software implementations to ensure efficient and successful projects. Provides post-implementation IT/Technical Support and Maintenance across all SES mobile products for increased user adoption, customer engagement, client retention and identification of future revenue opportunities. Awarded for exemplary work across SES operations, client support and project implementation departments.
Include the role and responsibilities that each key personnel member will perform on this project: Kaitlyn is a professional who takes up the operational role of ‘Client Success Management’ that includes Post-implementation IT/Technical Support and Maintenance, User adoption, Customer engagement and Client retention

Exhibit "B"

Appendix - 3

SES Project Management Methodology

Exhibit "B"

SES Project Management Methodology

For our valued engagement with City of Round Rock, SES aims to leverage the latest technology, advanced implementation tools, well-proven project management framework, risk mitigation plans, software & system testing, learnings from past implementations, modern training methods that has helped our existing clients to witness hassle free transition. We will bring our industry-leading project management best practices and adhere to a mutually agreed implementation plan which can be modified and adjusted based on your requirements. With our experience and domain expertise, SES is confident we can provide the necessary expertise, guidance, and support required to help the City be successful in its initiative to provide “Utility & Customer Engagement Software Solution”. SES is known among its utility customers for quick implementation while taking complete ownership during pre-implementation and post-implementation phases. Within two weeks of receiving written authorization, the SES team will begin scheduling the work sessions associated with the mutually agreed Project Plan.

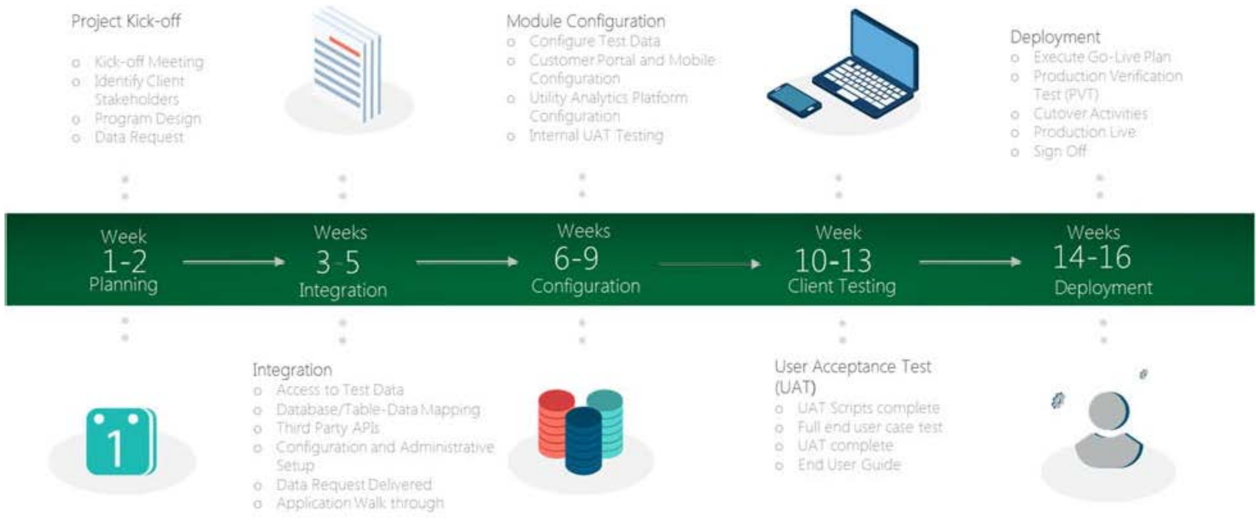
SUS’s Program Governance (SPG) framework is a mature and well-proven governance model, which serves as an accelerator to launching a successful program or initiative in a timely manner while still enabling the project to perform the proper amount of planning. Within each Key Area of the SGP Framework we address many of the lessons learned and key steps required for a successful implementation, which we would be happy to discuss with you in further detail.

SUS’ implementation strategy is guided by our vision of becoming a leading mobile workforce & utility platform solution provider addressing all pain areas & business objectives of our Utility client that yields top-rated customer satisfaction to City users and bring operational efficiency among Utility workforce. SES robust implementation approach & project management practices emphasize on smooth and timely coordination between SES and client project team during execution and post go-live stage.

Our Proposed Implementation Plan (Phases, Milestones and Deliverables)

With our proven approach and methodology, we are highly confident in our ability to deliver based on past experience of similar projects and our robust project management expertise. We will provide 24 hours support throughout the duration of the implementation and support period along with training manuals for stakeholders. The section below describes the high-level phases for the implementation project. The expected timeline for this engagement will be agreed upon between SES and the City based on the specific scope and rollout plan. Below is an example of a rollout plan and the actual plan will comply with the scope encompassed in the RFP.

Exhibit "B"



Given the unique nature of each implementation we will take each use case and functional area one by one to fully vet and validate the use case is feasible, as well as pilot the use cases if necessary. By employing early use case analysis, we can create a baseline of which use cases have a high likelihood of success and which use cases carry a higher risk in terms of return on investment. This gives management the needed information to determine how to prioritize and approach each use case individually while also shaping the overall program direction. Milestones by standard practice are a roll up of the project schedule. We will work with City to determine and finalize on the required milestones for tracking. As part of the dashboard we typically color code status of milestones to give a quick view of the health of the project.

S no.	Milestone	Deliverables	Tentative Timeline
1	Project Kick Off /Planning	Kick Off Deck, Project Plan and Fit-Gap Document	2 Weeks
2	Design/Integration	Solution Design and Application Integrated with source system	3 Weeks
3	Module Configuration	Smart Customer Mobile (SCM®) configuration to meet RFP requirements	4 Weeks
4	User Acceptance Testing	Configured Solution for Client Testing Test Scripts for UAT	3 Weeks
5	Deployment	Production Deployment, CSR Training Session, and User Guide	3 Weeks

Following are the part of the standard methodology, these are highly configurable and can be customized as per the requirements of the City:

A. Software Configuration

During the Configuration (Construction) phase, SES works in conjunction with the client project team for all integration and configuration activities leveraging our sprint based methodology for focusing on functionality applicable to each of the final selected modules of SCM®. SES will work with the City to finalize the configurations required and integration points for each module. Standard configuration activities for each sprint include:

- Technical Specification
- Integration Service Creation
- Product Configuration
- Data Ingestion
- Unit Testing
- Integration Testing
- Modular Quality Testing

B. Training

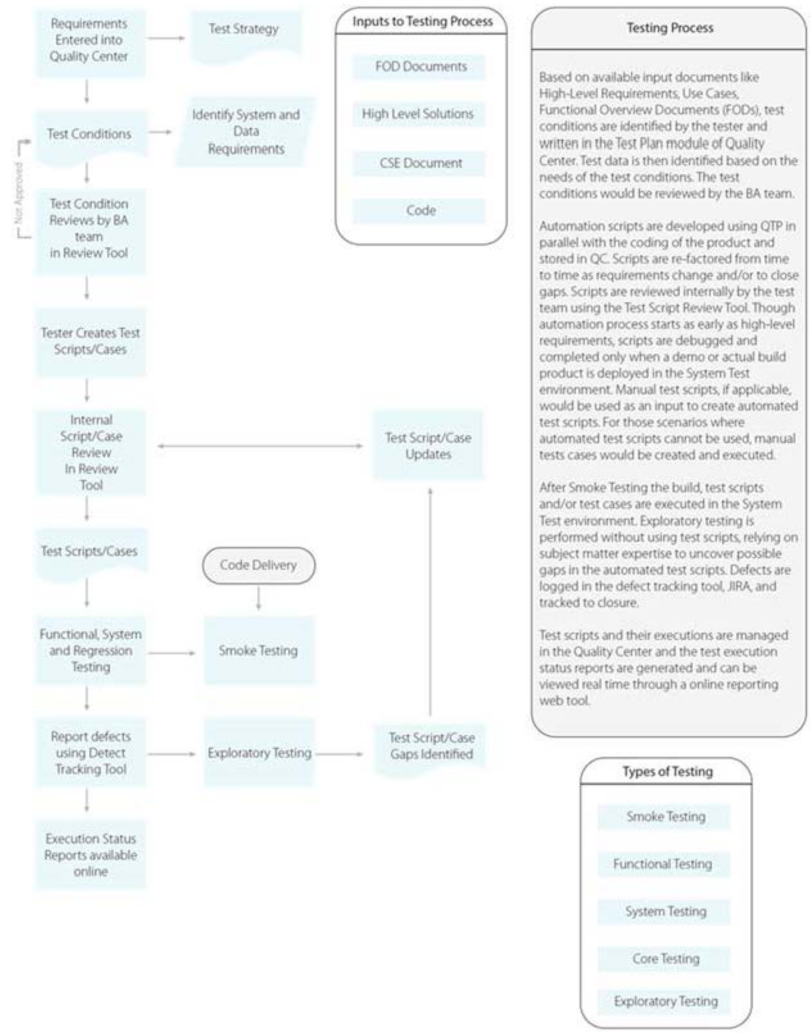
Training sessions will be offered as required by the City. SES recommends conducting as train the trainer sessions for all functional training. We prefer to enable our clients to be independent for training needs which overall reduces costs for you greatly. If the City require SES to conduct functional training we are able to support this as well. On average a train the trainer session lasts no more than two business days.

- Functional Support Training – As mentioned we recommend this be conducted as Train the Trainer sessions.
- Technical Support Training – Majority of technical support comes as part of our standard maintenance and product support offering. For system administration, SES will conduct System Admin training in a small classroom setting for those identified as the system administrators.
- Train the Trainer – This training is conducted on a module by module walk through basis with scenario based events to enable the trainers to be prepared for any training question which may arise. Course materials, trainer materials, and job aids are all provided by SUS.
- End User Training – SES recommends providing either job aids, cheat sheets, or online help as an option for end user training rather than field training of your end customers. Employee specific training can be expensive and time consuming, where as our product is simple to learn and use this type of training is often not needed. As an advanced training option we offer video user guides which are approximately 30-60 seconds videos on how to perform certain functions in case a user is facing a challenge, such as creating a work order status.

C. Testing

Our project services include thorough testing from various test and user groups to ensure the product meets our clients' expectations. SES will recommend at minimum Unit Testing, Integration Testing, System Testing, Quality Assurance Testing, and User Acceptance Testing. Each testing phase must be passed successfully and is considered as an input criteria for the commencement of the following testing phase. System and QA Testing are the final rounds of SES driven testing which will provide detailed reports to the City of status and progression. User Acceptance Testing will be conducted primarily by the City representatives with facilitation by SES to ensure all requirements and test scenarios are tested properly.

Exhibit "B"



Below are the high level descriptions for each test cycle or phase.

- Unit Testing: Module focused testing conducted by SES to ensure module specific configuration is completed correctly. Unit testing progress will be reported as part of our standard project status reporting.
- Integration Testing: Integration point focused smoke testing conducted jointly with SES and City to ensure systems are communicating to each other properly. SES and the City will provide approval of all integration points working properly.
- System Testing: End to End workflow and functional testing conducted by SES to ensure all systems are working jointly and the SCM® configuration is adhering to requirements. SES will provide a System Testing status report and defect report weekly on the progress of System Testing Activities.
- Quality Assurance Testing: SES driven Quality Assurance testing is conducted by our highly skilled Testing SMEs to not only test functionality, User Experience, Application Flow, but also test overall product quality from an end user perspective. SES will provide a QA status report and defect report weekly on the progress of QA activities. If any recommendations for configuration changes are realized, SES will share with The City and gain approval for such items.

- User Acceptance Testing: Testing conducted primarily by the City to verify all requirements are met and the product works as expected. UAT status, test results, and defect reporting will be published by SES with the City input for management awareness.
- Performance Testing: Testing conducted by SES focused on system performance and scalability once integrated with back end legacy systems. The primary objective is to ensure the system can scale to customer adoption rates. SES will provide performance metrics and test results.
- Regression Testing: Testing conducted jointly by SES and the City for validation of non-impacted modules when a change is applied to an environment for reasons such as defect resolution, patch upgrades, or enhancement requests. This is typically only required for modules or features which are not impacted by the requirement or change but to verify that no unexpected changes occurred.

All SCM® components goes through tough testing and validation measures at par with industry standards.

D. Initiation Activities

SES project initiation is focused on launching the project rapidly and gaining sustainable momentum early on for the entire team, including City. Key tasks include:

- Introduction Meeting and Review of Scope
- Resource Onboarding (Security forms, access requests, etc.)
- Finalizing team roles and responsibilities
- Review project methodology and communications plan
- SCM® base application deployment in demo site
- Conducting Fit/Gap workshops to finalize business requirements
- Documenting scope of work

SES will generate a Document of Understanding to cover the project scope and product configurations in detail as part of the initiation phase. SES will document the specific product use cases and configurations as part of our proprietary Document of Understanding. The DOU will be reviewed and approved by the City before SES commences work on product configuration to ensure all team members understand the scope and are in agreement. SES recommends the creation and maintaining of four environments which SES will provide as part of our standard cloud hosting offering. SES will provide a Development, Quality Assurance, User Acceptance Testing, and Production environments. SES will leverage the Development and QA environments for SES activities, while the City will utilize the UAT environment for both UAT and Training activities. After production deployment, the UAT environment can be designated for additional activities City would like, such as continued training.

E. Business Readiness

Business Readiness activities will be conducted joint with the utility to focus on the key activities the utility currently supports for Business and Customer Readiness, along with recommendations and best practices provided by our team. Readiness includes:

- System Knowledge Transfer (Application and End User)
- Training – Including Train the Trainer sessions
- User Acceptance Testing Readiness
- Organization Change Management and Communication

- Customer Service Readiness
- Marketing Planning/Approach

F. Cutover Planning/ Go-Live

Go Live is conducted on a pre-scheduled date and time once all formal approvals are received including UAT closure and Stakeholder approval. SES will work with City to determine the best timeframe with the least impact and traffic on your existing sites. Deployment activities are managed through an approved deployment plan with both City and SES activities defined down to a time frame and specific tasks. Deployment activities include:

- Deployment plan
- Deployment task list review
- Deployment Preparation meeting
- Product Deployment
- SES Production Verification Testing
- The City Production Verification Testing
- End to End Validation
- Mobile App Production Release

G. Post Go- Live

During Post Go-Live, SES provides two phases of support. Initially, SES offers a 30-day stabilization period which SES will retrain the existing project team to support and production issues which may arise. During the User Acceptance Testing phase, SES will introduce our Client Success team which will transition to full time support after the stabilization phase. During Stabilization, the SES Project Team will work with our leading Success Team to conduct knowledge transition to both the Success Team and City Support staff. Ongoing support, maintenance and utility training will be provided by the SES Client Success team. SES Success Team will provide a ticketing system to manage/monitor and respond to any production incidents, communication and advanced notification of maintenance or service windows, management of bug/defect resolution or enhancement releases, and continuous customer engagement training and guidance for increased adoption and customer and utility satisfaction.

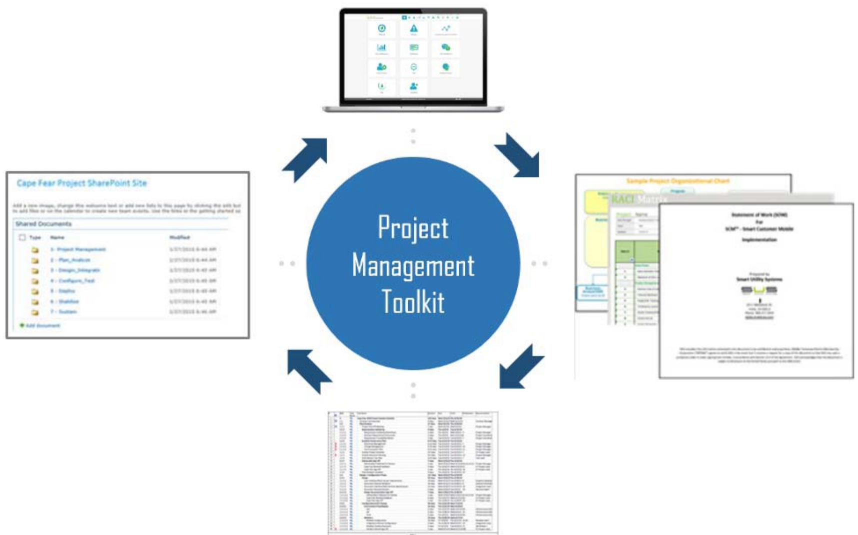
SES is responsible for providing personnel who are competent, experienced, and adequately trained and equipped to manage, supervise, and perform required tasks. The proposed project team is outlined in Table below.

SES TEAM MEMBERS	TITLE
Travis Parker	Director of Solution Delivery
Manoj Singh	VP, Product Engineering
Atul Someshwar	Data Architect Lead
Thuy – An	Delivery Manager
Megan Morgan	Project Manager
Harsha Bana	Business Analyst
Sabyasachi Swain	Quality Assurance Lead
Kaitlyn Marmaduke	Manager of Client Support and Success

Exhibit "B"

The SES Delivery team employs a Project Management toolkit, which includes templates, processes, procedures, and tracking mechanisms all built around industry and project management best practices. The SES PMT (Project Management Toolkit) includes multiple artifacts that are crucial to the successful planning, tracking, and implementation of our projects. These toolkits allow our Product Implementation team to kick off and begin executing the project in a shortened timeline thus delivering a usable and high quality product to City of Round Rock and its customer in a shorter duration and lower implementation cost.

All project planning, scheduling, and preparation occurs at the most detailed level possible to provide the proper level of tracking and oversight but also reporting capabilities for all levels of management from the Project Manager to the Executive Sponsor.



All planning of project tasks and resources happens within our project schedule template. It is our recommendation to leverage the PMT Project Tracker, which is in a Microsoft Project format. Leveraging the power of a PM industry leading tracking tool we can fully resource load a project schedule and identify resource constraints before work begins. If the City of Round Rock prefers a different project-tracking tool we are flexible and have experienced professional who are knowledgeable in other systems such as SAP Project System, Primavera, and even Plan view.

Below is a view of a sample project schedule, which showcases the level of detail that we will plan the project in conjunction with City of Round Rock. Each project schedule is properly resource loaded and can include labor rates for financial tracking purposes. Even though our Project Management Toolkit includes a financial tracking sheet to include labor related charges we find it is useful to track a burn rate for the labor associated by each sub-task, task, activity, and phase. We understand labor charges are only a single component of the overarching project costs which is why we have developed a standard financial tracking workbook to accompany the PMT Project Tracker.

Exhibit "B"

	WBS	Task Mode	Task Name	Duration	Start	Finish	Prede	Successors	Resource Names
1	**1**		**Client City of Round Rock Product Implementation**	**80 days**	**Mon 7/10/17**	**Fri 10/27/17**			
2	**1.1**		**Plan/Analyze**	**20 days**	**Mon 7/10/17**	**Fri 8/4/17**			
3	1.1.1		Project Kick Off Meeting	0.5 days	Mon 7/10/17	Mon 7/10/17		4	
4	1.1.2		Program Governance Structure	0.5 days	Mon 7/10/17	Mon 7/10/17	3	7	
5	**1.1.3**		**Fit/Gap Discovery Workshops**	**15 days**	**Tue 7/11/17**	**Mon 7/31/17**			
19	**1.1.4**		**Integrate Project Management Plan**	**2 days**	**Mon 7/24/17**	**Tue 7/25/17**			
25	1.1.5		Finalize Project Schedule	2 days	Tue 8/1/17	Wed 8/2/17	18	26	Client/SUS PM
26	1.1.6		Finalize Resource Planning	2 days	Thu 8/3/17	Fri 8/4/17	25	27	Product Implementation Manager
27	1.1.7		M: Plan/Analyze Phase Completed	0 days	Fri 8/4/17	Fri 8/4/17	26,24	30	
28	**1.2**		**Design / Integration Phase**	**40 days**	**Mon 8/7/17**	**Fri 9/29/17**			
29	**1.2.1**		**User Experience Design**	**18 days**	**Mon 8/7/17**	**Wed 8/30/17**			
30	1.2.1.1		User Interface Mock Up per requirements	10 days	Mon 8/7/17	Fri 8/18/17	27	33,31SS+5	Graphics Developer
31	1.2.1.2		Develop Function UI Design	10 days	Mon 8/14/17	Fri 8/25/17	30SS+5C	33	Solution Architect
32	**1.2.1.3**		**Functional Design Documentation Sign Off**	**3 days**	**Mon 8/28/17**	**Wed 8/30/17**			
33	1.2.1.3.1		Deliverables Published for Review	2 days	Mon 8/28/17	Tue 8/29/17	30,31	34	Product Implementation Manager
34	1.2.1.3.2		Client Design Approval Meeting	1 day	Wed 8/30/17	Wed 8/30/17	33	39	
35	**1.2.2**		**Application / Integration Design**	**30 days**	**Mon 8/21/17**	**Fri 9/29/17**			
36	1.2.2.1		High Level Integration API Design / WSDL Definition	5 days	Mon 8/21/17	Fri 8/25/17	30	37	
37	1.2.2.2		Application Flow Diagram	5 days	Mon 8/28/17	Fri 9/1/17	36	38	
38	1.2.2.3		SCM® Integration	20 days	Mon 9/4/17	Fri 9/29/17	37	39,72	
39	1.2.3		M: Design Phase Completed	0 days	Fri 9/29/17	Fri 9/29/17	34,38	42	
40	**1.3**		**Configuration/Unit Testing**	**41 days**	**Mon 10/2/17**	**Mon 11/27/17**			
41	**1.3.1**		**Environment Prep/Deploy**	**6 days**	**Mon 10/2/17**	**Mon 10/9/17**		69	
42	1.3.1.1		Dev	2 days	Mon 10/2/17	Tue 10/3/17	39	43,46	Infrastructure Manager
43	1.3.1.2		QA	2 days	Wed 10/4/17	Thu 10/5/17	42	44	Infrastructure Manager

This is a sample only. Please see our included response for a detailed project schedule based on our understanding of the requirements as described in this Request for Information.

Risk Management

We help our clients at every stage starting from discovery and planning to the execution and stabilization of the project. To minimize project risk and to ensure that we deliver on the specific requirements, we integrate the following core project management activities into every project:

- Define and confirm project scope and objectives upfront
- Define roles and responsibilities and identify responsible team members at the beginning of the project
- Create project plan, allocate resources, and track status of each planned activity throughout the project duration
- Identify and escalate risks via weekly status reports
- Provide weekly status reports to client project manager
- Establish Change Management to manage scope
    - A Project Change Request ("PCR") will be the vehicle for communicating change. The PCR must describe the change; the rationale for the change and the effect the change will have on the Project. Additionally, the PCR must also provide a recap of the original estimated resources and costs, revised estimated resources and costs and associated cost savings or expenditures.
    - The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
    - Both Project Managers will review the proposed change and agree to take steps to implement it, recommend it for further investigation, or reject it.
    - SES and City of Round Rock will specify any changes to the fees as per agreed rate in this Statement of Work for such investigation. A Change Order must be signed by authorized representatives from both parties in order to revise this Statement of Work.

The key to SUS's product implementation risk management approach is to identify risks early and to take action as quickly as possible to mitigate their impacts on the project schedule, cost, resources, quality, and scope. The following are high-level activities that we routinely conduct to identify potential risks as early as possible:

Risk / Issue

As part of our standard Project Management Toolkit and as a mandatory required artifact for all of our implementation we maintain a RAID (Risks, Action Items, Issues, and Decisions) log. A RAID log is not an unheard of artifact in strong project management communities, however it is often underutilized. The RAID log is a great resource for a Project Manager and supporting team to clearly keep track of any item which may or may not fit neatly into a project schedule. The RAID log along with all other pertinent project artifacts and deliverables will be maintained and distributed via the established project shared folder.

- Risks: By tracking risks in the RAID log it is clear to all participants of the current risks which might impact the project in a negative manner. It is also easy for the Project Management team to clearly identify any risk that do not have mitigation plans and risks which are becoming more prevalent and capable of evolving into an issue if not addressed proactively.
- Issues: Tracking of issues on a daily basis is a crucial aspect of keeping a project on track. Issues whether big or small can snowball rapidly and potentially derail a project to the point of cancellation. Each issue is required to have an action plan and assigned responsible party to drive to closure.
- Action Items: Tracking of action items on a daily basis and updating the log post meetings ensures the necessary actions are taken to drive the project forward on the correct path. Unaddressed action items often turn into issues before anyone recognizes a risk ever existed. Daily project stands ups address these action items in a timely manner to keep the project healthy.
- Decisions: It is critical for decisions to be tracked including the applicable decision makers or meeting attendees. Decisions are often reached in fast paced meetings and if not properly documented may be forgotten or understanding may change over time. Decisions are captured and logged after every meeting and distributed accordingly to drive alignment across the project team members and stakeholders.

Exhibit "B"

Appendix - 4

Testing Approach

Exhibit "B"

The following diagram depicts the high level SES test process flow from obtaining the approved documented requirements for test purposes, creating test conditions and test cases, execution of scripts, documenting defects, receiving code, and closing test gaps.

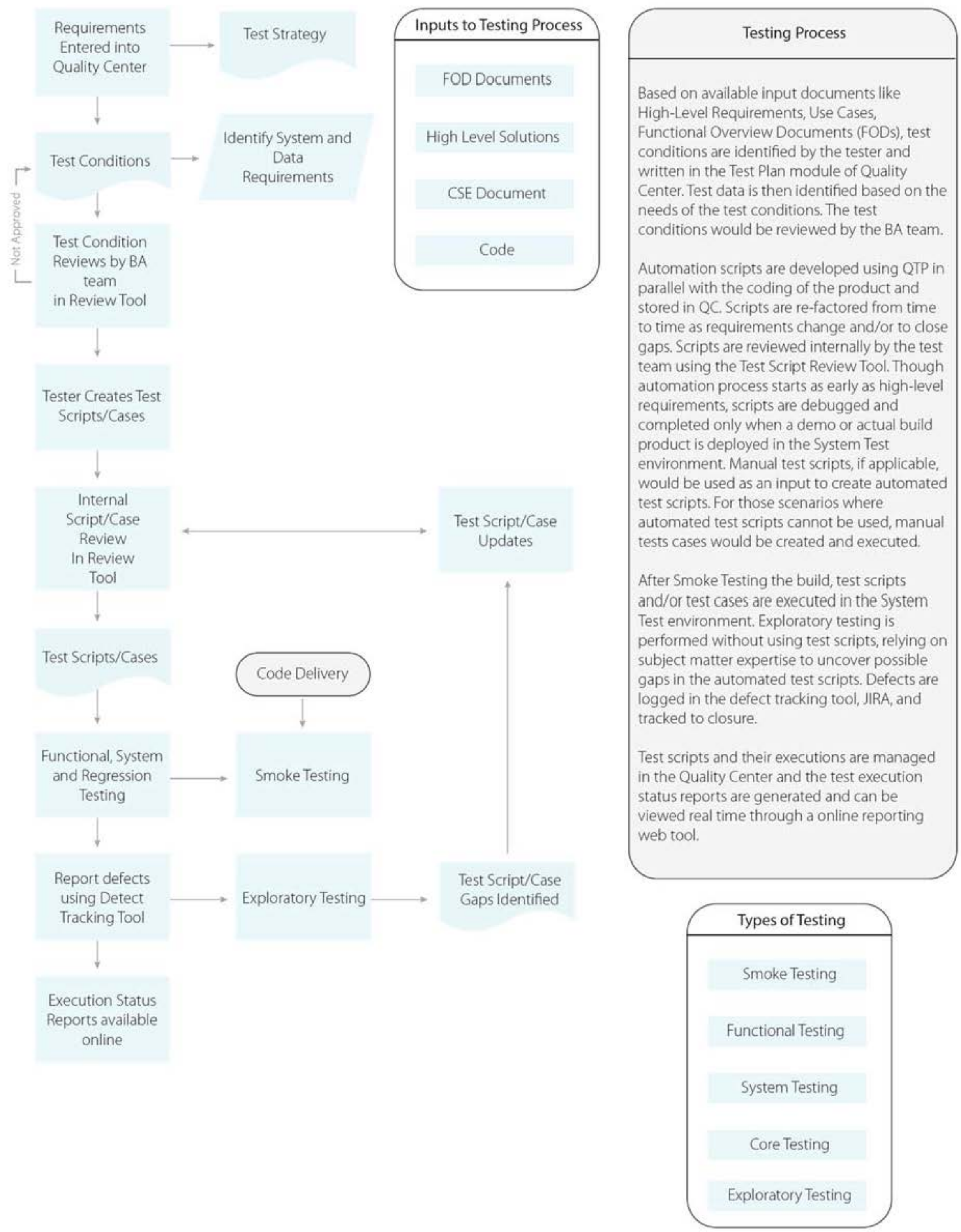


Exhibit "B"

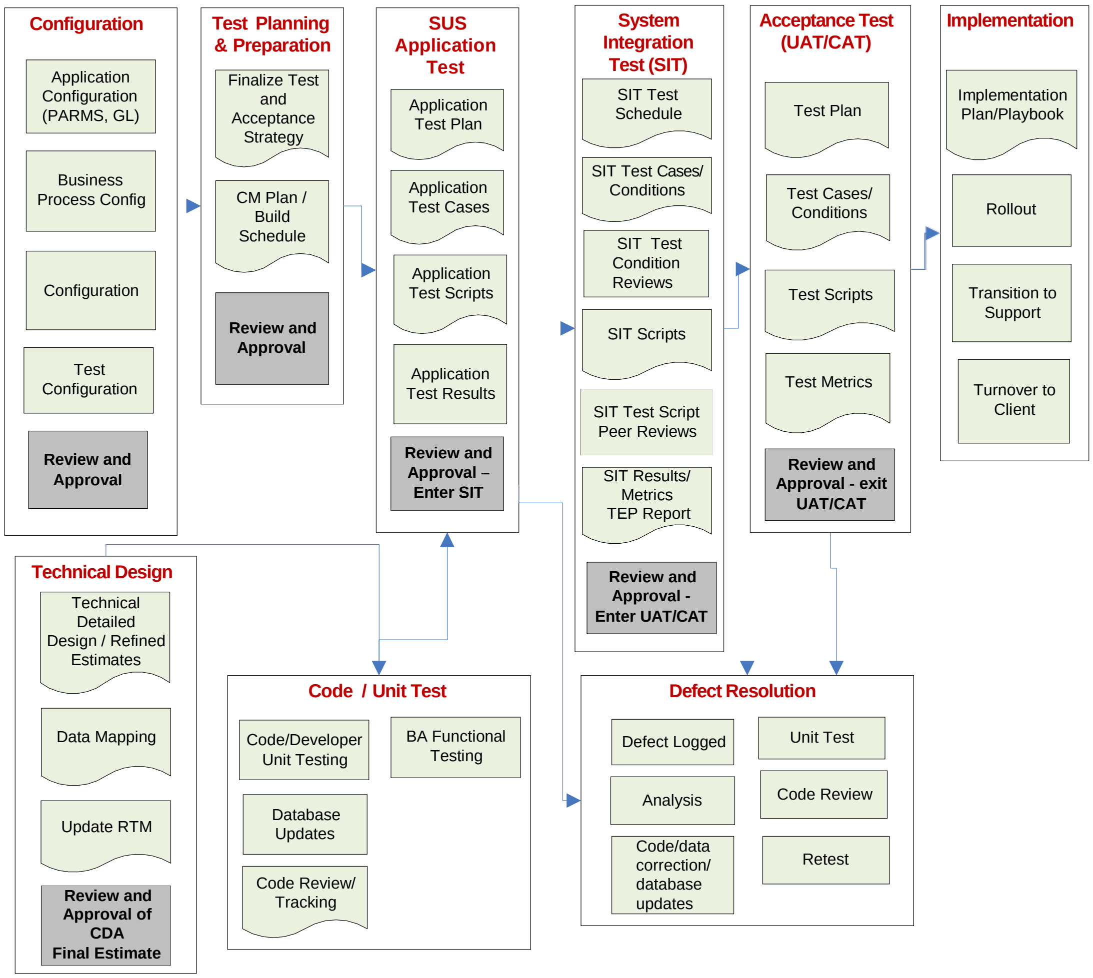
The testing process includes the following:

1. Functional Overview Documents (FODs) are stored on the SES team site and linked to the Requirements module in the Quality Center. Requirements are mapped to test conditions to ensure adequate coverage.
2. Test conditions are identified in the Test Plan module of Quality Center. Conditions are based on the available input documents like FODs. Also, Test data is identified depending on the conditions.
3. Test Conditions are written for all possible scenarios of Positive Testing, negative Testing, Boundary conditions, host down, timeouts etc.
4. Test conditions are first Peer reviewed and then they are sent to the SES BA's for their review. The BA's review all the test conditions and provide their feedback. The testers incorporate these review comments and finalize the test conditions to be provided to Clients.
5. The peer and BA reviewed test conditions are sent to Clients for their review.
6. SES expects the review comments from clients within a two week timeframe. The testers incorporate these review comments and finalize the test conditions.
7. Automation Test scripts are developed using the HP Quick Test Professional tool, parallel with the coding of the product. Scripts are re-factored from time to time as inputs are refined and/or to satisfy gaps.
8. The automation scripts are internally reviewed by the Test Team. There are Peer reviews as well as review by the Test Leads. The review comments are incorporated and the test scripts are finalized.
9. Although the automation process starts as early as requirement definition and the development of use cases, scripts are debugged and completed only when a demo or actual build of a product is deployed in the CitySIT environment.
10. Manual Test Scripts are part of the Test Conditions document. They are on the "Test Cases" tab of the Test Conditions spreadsheet. Each Manual Test Case has Test Step Description and Expected Result. The "Mode of Execution" column for a Manual Test Script is mentioned as "Manual" on this tab.
11. During initial environment setup, baseline-specific configuration data is prepared by the SES Database Administrators and BAs and loaded into the Client DEV environment with the help of the SES configuration team. The City SIT environment will be used during System Integration Testing phase, with the base code merged with Client subset of coding for change requests, to confirm updates to scripts for client data only function properly.
12. Code build is in Subversion upon development code check-in. When requested, it is deployed in the SIT environment by the Environment team and the SES Test team is notified when deployment is complete. A smoke test of the build is performed to make sure that the build is stable enough for further testing. Depending on the number of blocking defects and their impact, a patch may be delivered in the City SIT environment without a build. The fix is then recorded as an ordinary defect and is part of normal, successive builds.
13. Automation Scripts are executed in the City SIT environment through HP Quick Test Professional tool for Automation Testing.
14. Manual Test Scripts / Test cases are executed manually by the testers by following the Test Steps.
15. Exploratory testing is performed manually without using test scripts, relying on subject matter expertise. Any gap identified is added to the test script. Defects are logged in JIRA and tracked to closure.
16. Defect fixes are retested either during subsequent cycles or during the same cycle by executing the associated script(s) to determine the pass/fail of defects.
17. A subset of SES automation scripts will be executed during subsequent builds to ensure existing functionality has not been adversely affected, as well as to verify the integrity of the build.
18. SES Test scripts and their execution status are managed in SES Quality Center and the status reports are generated daily during active testing cycles to illustrate test progress.

Exhibit "B"

19. Each Build provided to clients will have a form of Regression Testing performed prior to being released to the clients.

Testing Flow



<u>Types of Testing</u>

1. Unit Testing

Unit Testing is done as part of the programming phase of the Project. It is performed after the coding changes are made and before the code is delivered to any other group by the developers. Unit testing is done to validate that the code supports functional and technical requirements, or corrects an incident. The Testing team will provide recommendations and support to the development team during unit testing.

2. Integration Testing

Development Testing in which software and/or hardware components are combined and built together and then tested progressively until the entire system has been integrated. This testing will be performed by the business analyst in the deployed Dev environment. The Testing team will provide recommendations and support to the development team during integration testing.

3. Smoke Testing

Exhibit "B"

Smoke testing is the first high level testing that is performed when new code is delivered to the Dev environment when the application has matured and for all deploys to SIT and UAT. This testing will hit high-level functionality that will determine if the build received will be used to continue and complete the scheduled cycle of testing that is planned. Scripts as well as exploratory testing can be used for this phase, and is dependent on timeline.

4. Functional Testing

Check the interaction of related components to validate they function correctly in terms of data and message flow, and that components work together to meet functional requirements. The Testing team would verify and confirm the interaction of components to validate that they are functioning correctly and satisfy functional requirements.

5. System Testing

Based on overall requirements specifications; covers all combined parts of a system to validate that specifications have been properly implemented and assembled. The Testing team would check that the overall solution meets the requirement definition, as specified by the Functional Overview Documents. The testing team would perform a thorough validation of the system and all combined parts to verify the overall solution meets the requirements and specifications defined.

6. Exploratory Testing

Exploratory testing is the least formal of test methods. It is performed with improvisation, and the tester seeks to find defects and improve the test model by identifying additional scenarios not covered in the current test model. It contrasts to functional and regression testing that looks for a specific issue with detailed reproduction steps, and a clear expected result. Exploratory testing is a supplementary form of testing, and is not a replacement for scripted testing enhancement or regression testing.

Exploratory testing can be performed by any member of the team that has functional knowledge of the application, including testers, business analysts and developers. Any team members involved in exploratory testing should adhere to the following rules:

- No test cases, checklists, or pre-determined workflows should be followed.
- Exploratory testing should happen in parallel with scripted manual and automated testing.
- Additional test scenarios found during exploratory testing that are not covered in the documented test scripts and test cases should be added to the test model.
- Testers are assigned as module owners based on their functional knowledge of the application. It's the module owner's responsibility to conduct exploratory testing on their respective modules during test cycle execution. This will validate that the tester is up-to-date on the module that's assigned as well as validate defects are not being missed.

7. Limited Regression Testing (previously passed scripts)

The Testing team would perform a defined and documented amount of re-testing during fix cycles or modifications of the software or its environment. This validates that all code that is at risk for impact has been identified based on the code being delivered in fix cycles.

8. System Integration Testing (SIT)

The objective of System Integration Testing is to confirm that the working applications, or groups of components, work together and meet the functional and technical requirements of the program. SIT is performed to validate that the front end systems communicate both upstream and downstream with other applications or vendor software. Batch interfaces test that job streams flow properly. Online interfaces test that conversion, streams and

Exhibit "B"

dialogues flow properly. SIT requires multiple applications, some of which may be external to the modified programs, as part of the project. The scope for this testing phase will include existing application functionality testing. SIT verifies:

- The technical integration to validate that all applications have end to end connectivity
- Functional integration to confirm that functional requirements have been implemented across applications
- The integration of new, changed, and existing systems that may be impacted by change

9. Network Certification Tests

The Network Certification tests will help determine the impact of the application on the network. The TPM will help to ensure that all required tests have successfully been performed prior to production implementation. These tests will be executed after a successful round of System Testing has occurred. These tests will be conducted against the Client environments by the SES Security team.

10. Security Penetration Tests

The Security Penetration Tests will determine the likelihood that an attacker with access to the internet could compromise the system. These tests will be executed after a successful round of System Testing has occurred. These tests will be conducted against the Client environments by the SES Security team. If a violation has occurred, the SES Security team will document the issue and address this with the vendor for remediation.

11. Vulnerability Assessment Tests

The Vulnerability Assessment Tests are automated scans of the project's servers for security violations and for any vulnerability that may lead to system compromise. These tests will be conducted against the client environments by the SES Security team. If a violation has occurred, the SES Security team will document the issue and address this with the vendor for remediation.

12. Performance Tests

The Performance tests will help verify that the solution performs under expected and peak load conditions, and that it can scale sufficiently to handle increased workloads. SES will first conduct performance tests following the SES SIT Test Phase.

13. User Acceptance Test (UAT) – Client Performed Testing

The goal of User Acceptance Testing is to test business processes to validate they operate correctly and meet the requirements. Completion of this test marks the client's acceptance of the code base and will initiate package and delivery activities to production. Receiving formal sign-off of the business solution is a by-product of this phase. UAT verifies new user procedures and business processes as well as verification that solutions function according to business requirements. Defects will be formally tracked. The role of SES in UAT will be primarily that of support in the form of defect triage, defect correction and participation as needed in defect review meetings.

Exhibit "B"

Test Plan Detail

Types of Tests Intended To Be Performed

Unit Tests

Unit Testing: Tests individual units and/or modules, which are considered the smallest programming entities. Specific program paths and branches are identified and tested.

Integration Tests

Integration Testing: Blends modules (units) together for functional soundness through the passing of data and or control between units or components which includes testing navigation (i.e. paths test data will follow).Integration tests the interactions internal to the system and interfaces between the system and other systems. Modules (units) are tested in conjunction with other modules (units) until all are properly blended together. Testing may be accomplished in top-down, bottom-up, and/or big bang fashion.

System Tests

- System Testing is conducted on a complete, integrated system to evaluate the system's compliance with its specified requirements.
- *Requirements Based Testing:* Tests all functional requirements documented for the project; nonfunctional requirements are not tested.
- *Regression Testing:* Selective retesting of a system that has been modified to ensure that any defects have been fixed and no other previously working functions have failed.

User Acceptance Tests (UAT)

User Acceptance testing is formal testing conducted to determine whether or not a system satisfies its acceptance criteria and to enable the customer to determine whether or not to accept the system.

User Acceptance Testing: Allows the Client (or an individual representing the Client) to participate by testing the product and/or system in a pre-production environment.

Conformance Test

- *Disaster/Recovery:* Test system functionality in the Disaster Recovery environment.
- *Network Certification:* Contains tests to determine the impact of the application on the network.
- *Penetration:* Contains tests to determine the likelihood that an attacker with access to the internet could compromise the system.
- *Performance:* Verifies that an application is able to perform under expected and peak load conditions, and that it can scale sufficiently to handle increased workload.
- *Vulnerability Assessment:* Automated scan of servers for security violations and for any vulnerability that may lead to system compromise.
- *Security Requirements Test:* Contains test to validate specific Security Requirements (e.g., access control, audit log review) are met.

Exhibit "B"

Testing Process

Test Case Creation

The Testing team receives the FOD (Functional Overview Document) for review from the Business Analyst group. The Testing team reviews functional specifications and use case scenarios in the FOD to achieve a detailed understanding of the approach and implementation of the system design. The Test team then attends R-FOD (Business Requirement-FOD) and D-FOD (Design-FOD) Quality Inspection (QI) sessions to identify potential defects in the business requirements, as well as subsequent system design to support the business requirements. When the FODs are baseline, the Test team is required to sign off on them.

The Test team creates one or more test cases for each use case scenario or logic flow. A test case should attempt to emulate user action that causes the system to execute functionality. Negative testing is also incorporated into the test cases, attempting to test logic that is expected to result in an error and to ensure proper error handling is consistent throughout the application.

Test case development will be ongoing until all functional architecture and development documentation is complete and placed under change control.

When development documentation is under change control, test cases will be reviewed, revised as necessary, and signed-off. Should there be subsequent modifications based on code delivery, these changes will be reviewed and agreed upon by the Project team.

Test Case Updates

During test execution by SES or NW Natural, several Documentation tasks get created in JIRA.

These Documentation Tasks require changes to the affected FODs. The BA team makes changes to the required FODs and move the Documentation Task JIRA items to a resolved status and assigns to the SES SIT Test team.

The SES SIT test team verifies the changes in the FOD and accordingly updates the test artifacts (Test Conditions, Manual Test Scripts, and Automated Test Scripts).

Test Case Review and Sign-off

Test cases should be reviewed by all members on the Project team; however, the Test team only requires approval by the Business Analyst and the Developer responsible for implementing the system design changes. The Test representative will hold a meeting with these members to review the test cases and obtain approval prior to testing. The timeline for test case review and sign-off should allow for the approved test cases to be made available to the development team prior to the integration test phase so that test cases are available for reference.

Test Case Execution

The Testing team will be responsible for executing test cases in the Test environment. The test results are then evaluated and reported to the Test manager, and subsequently to the project team.

Estimates

Each Test team Manager is responsible for delivering estimates to their Project team with respect to the effort towards Test Case Creation, Review and Sign-off, and Test Execution.

Estimates will be delivered outlining each element comprised in the overall estimate. The Test manager or lead for the project will track estimates the overall testing timeline.

Exhibit "B"

Test Summary Reporting

The Test Manager is responsible for communicating the daily status of system testing progress throughout the system test phase of the project. At a minimum, the progress report should identify how many tests were planned for execution within the reporting periods, as well as the number of tests that were passed, failed, or blocked and have not yet executed. These reports should include the defect levels and status of the test execution. The reporting period should be defined and agreed upon by the project team during the project initiation stage.

Exhibit "B"

IFB 17-008 – Utility and Customer Engagement Software Solution Request for Clarification and Best and Final Offer
Smart Energy Systems

1. Please provide a five (5) year term Best and Final Offer price breakdown, built-out in detailed format showing the descriptions, amounts, and comments (like the one-year plan). Please also show the 5 year discounted rate. Do not include a one year or three year plan.

5-Year Life Cycle Cost Projection (20% Multi-Year Discount Applied)

Description	Amount	Comments
Year 1 SCM® - Customer Web Portal and Mobile Annual SaaS Subscription Fee The annual SaaS subscription fee includes all costs related to hosting, support, maintenance and license	$30,360 (minimum annual subscription fee) Includes 33,000 utility customer subscriptions	5-year term 20% discounted rate of $0.92 per user per year *SCM® Modules Included:* - My Account - Notification - Usage - Compare - Billing - Conservation/Efficiency - Service - Connect Me
Year 2 SCM® - Customer Web Portal and Mobile Annual SaaS Subscription Fee	$31,271 *3% annual user subscription growth assumed*	5-year term 20% discounted rate of $0.92 per user per year *Please see above "SCM® Modules Included"*
Year 3 SCM® - Customer Web Portal and Mobile Annual SaaS Subscription Fee	$32,209 *3% annual user subscription growth assumed*	5-year term 20% discounted rate of $0.92 per user per year *Please see above "SCM® Modules Included"*
Year 4 SCM® - Customer Web Portal and Mobile Annual SaaS Subscription Fee	$33,175 *3% annual user subscription growth assumed*	5-year term 20% discounted rate of $0.92 per user per year *Please see above "SCM® Modules Included"*
Year 5 SCM® - Customer Web Portal and Mobile Annual SaaS Subscription Fee	$34,171 *3% annual user subscription growth assumed* Exhibit "B"	5-year term 20% discounted rate of $0.92 per user per year *Please see above "SCM® Modules Included"*
Years 1 – 5	Included	Includes 10 admin licenses

SiQ® - Smart iQ (Utility-facing portal for reporting, analytics, & system administration)		Additional admin portal licenses can be purchased for $250 per license per year
Years 1 – 5 Annual Maintenance Fee	Included	N/A
Years 1 – 5 Hosting Fee on Cloud	Included	N/A
One-Time Implementation Fee	$18,500 One-Time	Fixed cost
Travel Expenses	$3,700 Estimate	Not-to-exceed estimate based on the scope of work described. Expenses for travel, room, and other direct expenses will be submitted to Round Rock for reimbursement at actual costs as incurred.
GRAND TOTAL	$183,386	

Indicative Payment Processing Fees:

City Pay		
Card	For Visa, MasterCard, and Discover Transactions (Debit & Credit)	1.39% and $0.10 per item
	For American Express Transactions	2.39% and $0.10 per item
Check	For eCheck, Checks by Web and ACH	$0.10 per item $1.50 Returned Item Fee

Citizen Pay		
Card	For Visa, MasterCard, and Discover Transactions (Debit & Credit)	$2.50
	For American Express Transactions	$3.00
Check	For eCheck, Checks by Web and ACH	$0.99

Exhibit "B"

2. Please provide credit card processing practices, policies/agreements which must be exhibited in the contract. Please see attachment “Pace T&C”

3. Please provide software licensing agreements/policies which must be exhibited in the contract. Please see attachment “20170818-SES Software as a Service Subscription Agreement- Legal V1.pdf”

4. Who is Smart Energy’s merchant services provider? We have several options available, but pricing provided to CoRR is from our partners, Pace Payment Systems.

5. Are we required to use Smart Energy’s merchant services provider or can we use ours? Although it is not required to use our merchant services, it is typically the most cost effective solution as there are no minimum fees or monthly recurring service fees. We have pre-built integration with our merchant provider, allowing for a quicker implementation and a more seamless integration.

6. If we’re required to use Smart Energy’s merchant services provider, who is your gateway provider? There is no requirement to use our merchant services.

7. If we can use our merchant services provider, what fees would we incur? Would they vary for over-the-counter (OTC) payments, online payments, and recurring CC payments? There will not be additional fees charged from Smart Energy Systems, but the selected merchant services provide may require the utility to purchase their API. Our SCM® subscription fee will not change, however we do not know what the selected merchant services provider will charge for payment processing/transactions.

8. If we use yours, what fees would we incur? Would they vary for OTC payments, on-line payments, and recurring CC payments? The payment processing fee structure we have proposed is applicable to all methods of payment (i.e. OTC, online, and recurring CC). There are no additional fees other than the transactional fees proposed.

9. What is “Utility Paid Pricing” versus “Service Fee Pricing”? Do these relate to City Pay versus Citizen Pay? Utility Paid Pricing refers to City Pay and Service Fee Pricing refers to Citizen Pay.

10. Customer requests for automatic bank drafts will be set up in the Munis utility billing system. Munis will create an import file with payment amounts for each account that will be sent to the bank (Chase) for processing. We access a secure website to release and approve the file to be processed on the specified due date. On that specific due date the funds are released into the City’s account. Utility Billing is notified and payments are updated within the billing system.
Will SEW assess a fee for this service? SEW will not charge a fee for this.