

AGREEMENT BETWEEN THE CITY OF COLUMBIA, MISSOURI, AND
APOGEE INTERACTIVE, INC. FOR SOFTWARE LICENSES AND SERVICES

THIS AGREEMENT between the City of Columbia, Missouri, a municipal corporation (hereinafter called "City" or "Customer") and Apogee Interactive, Inc., a corporation organized in the state of Georgia, with authority to transact business within the state of Missouri (hereinafter called the "Contractor" or "Apogee") is entered into on the date of the last signatory noted below (the "Effective Date"). Contractor and City are each individually referred to herein as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, City issued request for proposal #125/2016 (Exhibit A) for utility bill analysis and customer education software for the City of Columbia's Utility Department;

WHEREAS, Contractor submitted its proposal dated July 8, 2016 (Exhibit B), in response to City's request for proposal; and

WHEREAS, Contractor represents and warrants that Contractor is equipped, competent, and able to provide all the Work and the Software, in accordance with this Agreement.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

1. **Scope of Services:** City agrees to license the Software and receive the services detailed in this Agreement and in Exhibit B. Contractor agrees to provide same, subject to the terms and conditions stated in this Agreement. Payment for such services shall be per Section 23. City, without prior and mutual written agreement, shall incur no other service costs. The service costs in Section 23 are inclusive of project management services and include data conversion, design assistance, software configuration, integration with third-party systems per Attachments A and B, and Formal Acceptance testing (see clause herein). The implementation of the Software and provision of services shall be per Exhibit B. City agrees to provide server and desktop hardware configured per Exhibit D based on Contractor's recommendation.
2. **Responsibilities of the Parties:**
 - a. Contractor shall:
 1. Configure the Applications with appropriate weather, rates, branding, and billing system integration;
 2. Conduct regular project management meetings during the build-out phase of development;

3. Perform verification and quality testing to assure performance to expectations;
 4. Train City employees on the use of Applications; and
 5. Provide data on the usage of the Applications.
- b. City shall:
1. Designate appropriate authorized personnel to work with Apogee on the configuration of the Applications;
 2. Provide appropriate rates and branding;
 3. Specify City's preferred weather station-cities and default selection criteria;
 4. Pay set-up and license fees as set forth in this Agreement;
 5. Provide the web page frame (graphic, applications, etc.) for Contractor's use in configuring the Applications if appropriate, and
 6. Provide test accounts (billing history and home or facility criteria) and participate in the validation process.

3. **General Conditions and Requirements:**

- a. Contractor shall perform its services in a professional and workmanlike manner and shall only use qualified and experienced personnel.
- b. Contractor shall at all times maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. Contractor agrees that, at all times, the employees of Contractor furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.
- c. Contractor agrees that all persons working for on behalf of Contractor whose duties bring them upon City's premises shall obey the rules and regulations that are established by City and shall comply with the reasonable directions of City's officers. City may, at any time, require the removal and replacement of any Contractor's employees for good cause.
- d. Contractor shall be responsible for the acts of its employees and agents while on City's premises. Accordingly, Contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on City's premises. Contractor shall be responsible for all damages to persons or property caused by Contractor or any of its agents or employees. Contractor shall promptly repair, to the specifications of City, any damage that Contractor, or its employees or agents, may cause to City's premises or equipment; on Contractor's failure to do so, City may repair such damage and Contractor shall reimburse City promptly for the cost of repair.
- e. Contractor agrees that, in the event of an accident of any kind, Contractor will immediately notify City's project manager and thereafter, if requested, furnish a full written report of such accident.

- f. Contractor shall perform the services contemplated in this Agreement without interfering in any way with the activities of City's staff or visitors.
- g. Contractor and its employees and agents shall have the right to use only those facilities of City that are necessary to perform services under this Agreement and shall have no right to access any other facilities of City.
- h. City shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of Contractor or its employees, subcontractors, and material-men.
- i. All prices for Contractors services hereunder are firm for the term of this Agreement. City shall pay Contractor for satisfactory performance of the service specified in this Agreement.

4. **Identification of Parties to the Agreement Clause:** Both Contractor and City shall be clearly identified by legal name. Neither of the identified parties to this Agreement shall assign or encumber any of its rights, or delegate or subcontract any of its duties defined in this Agreement, in whole or in part, to other third parties unless the other party to this Agreement gives prior written consent. Subject to the foregoing covenant against assignment and delegation, the rights created by this Agreement shall pass to the benefit of the identified party and the duties and obligations resulting from this Agreement shall bind the identified party and their respective successors and assignees.

5. **Insurance:** Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

- a. **Workers' Compensation & Employers Liability.** Contractor shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident, \$500,000 for each disease for each employee, and \$500,000 disease policy limit.
- b. **Commercial General Liability.** Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

- c. Business Auto Liability. Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- d. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- e. The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Agreement between Contractor and City. Contractor is required to maintain coverages as stated and required to notify City of a Carrier Change or cancellation within two (2) business days. City reserves the right to request a copy of the policy.
- f. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
- g. Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Agreement without notice.
- h. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Contractor and/or their employees and/or their subcontractors in the performance of this Agreement.

6. **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to contractors having an agreement with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts Contractor or its subcontractor may be liable, in connection with providing these services except as provided in this Agreement. This provision does not, however, require Contractor to indemnify, hold harmless or defend the City of Columbia from its own actions, inactions (willful or otherwise), or its own negligence, except as set out herein.

7. **Professional Oversight Indemnification:** Contractor understands and agrees that City has contracted with Contractor based upon Contractor's representations that Contractor is a skilled professional and fully able to provide the services set out in this Agreement. In addition to any other indemnification set out in this Agreement, Contractor agrees to defend, indemnify, and hold and save harmless the City of Columbia from any and all claims, settlements, and judgments whatsoever arising out of City's alleged negligence in hiring or failing to properly supervise Contractor. The insurance required by this Agreement shall include coverage which shall meet Contractor's obligations to indemnify the City of Columbia as set forth herein and City shall be named as an additional insured for such insurance.

8. **Patents, Copyrights, and Proprietary Rights Indemnification:**

- a. Contractor, at its own expense, shall completely and entirely defend City from any claim or suit brought against City for claims of violation of United States patents or copyrights resulting from Contractor or City's use of any equipment, technology, documentation, and/or data developed in connection with the services and products described in this Agreement. City will provide Contractor with a written notice of any such claim or suit. City will also assist Contractor, in all reasonable ways, in the preparation of information helpful to Contractor in defending City against this suit.
- b. In the event that City is required to pay monies in defending such claims, resulting from Contractor being uncooperative or unsuccessful in representing City's interest, or in the event that City is ordered to pay damages as a result of a judgement arising out of an infringement of patents and/or copyrights, Contractor agrees to fully reimburse City for all

- monies expended in connection with these matters, including attorneys' fees. City retains the right to offset against any amounts owed Contractor any such monies expended by City in defending itself against such claims.
- c. Should a court order be issued against City restricting City's use of any product and should Contractor determine not to further appeal the claim issue, at City's sole option, Contractor shall provide, at Contractor's sole expense, the following:
- i. Purchase for City the rights to continue using the contested product(s), or
 - ii. Provide substitute products to City which are, in City's sole opinion, of equal or greater quality, or
 - iii. Refund all monies paid to Contractor for the product(s) subject to the court action. Contractor shall also pay to City all reasonable losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).

9. Term and Termination:

- a. **Term and Renewal Terms:** This Agreement shall be effective on the date of the last signatory to this Agreement and shall thereafter remain in effect for an initial term of twelve (12) months from the date of delivery of the Software, unless earlier terminated as otherwise provided in this Agreement (the "Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for additional terms with each renewal term being one (1) year ("Renewal Term"), unless either party notifies the other in writing of its election not to renew at least 30 days prior to the expiration of the Term or Renewal Term.
- b. **Termination by Mutual Agreement.** This Agreement may be terminated at any time during its Term upon mutual agreement by both Parties.
- c. **Termination for Convenience.** City shall have the right at any time by written notice to Contractor to terminate and cancel this Agreement, without cause, for the convenience of City, and Contractor shall immediately stop work. In such event, City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of this Agreement, including a reasonable allowance of profit applicable to the actual work performed and such preparations.

- d. Termination due to Force Majeure. The performance of each Party under this Agreement may be subject to interruptions or reductions due to an event of Force Majeure. The term "Force Majeure" shall mean an event or circumstance beyond the control of the Party claiming Force Majeure, which, by exercise of due diligence and foresight, could not reasonably have been avoided, including, but not limited to, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, strike, and act of God or any other cause beyond the control of the Party claiming Force Majeure. However, the obligation to use due diligence shall not be interpreted to require resolution of labor disputes by acceding to demands of the opposition when such course is inadvisable in the discretion of the Party having such difficulty. A Party shall not be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or in part due to an event of Force Majeure.
- e. Termination for Cause Clause. In the event that either Party shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the aggrieved Party may notify the other Party in writing via certified mail of such failure and demand that the same be remedied within ten (10) business days. Should the defaulting Party fail to remedy the same within said period, the other Party shall thereupon have the right to terminate this Agreement by giving the other Party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against Contractor and shall not be dismissed within thirty (30) days, or if Contractor shall take advantage of any insolvency law, or if a receiver or trustee of Contractor's property shall be appointed and such appointment shall not be vacated within thirty (30) days, City shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate this Agreement by giving (30) days' notice in writing of such termination. A Party shall be considered in default of this Agreement upon: (i) The failure to perform or observe a material term or condition of this Agreement, including but not limited to any material default of a representation, warranty or covenant made in this Agreement; (ii) The Party (a) becoming insolvent; (b) filing a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or consenting to the filing of any bankruptcy or reorganization petition against it under any similar law; (c) making a general assignment for the benefit of its creditors; or (d) consenting to the appointment of a receiver, trustee or liquidator; (d) The purported

assignment of this Agreement in a manner inconsistent with the terms of this Agreement; (e) The failure of the Party to provide information or data or the other Party as required under this Agreement, provided that the Party entitled to the information or data under this Agreement require such information or data to satisfy its obligations under this Agreement.

- f. In the event of non-renewal or termination, Apogee shall stop all work and shall take all steps necessary to cause all of its suppliers or subcontractors to cease all such work and deliver a final invoice to Customer within thirty (30) days of receipt of notice of termination or non-renewal. Customer shall reimburse Apogee for Services rendered by Apogee to the date of such termination pursuant to the payment provisions set forth herein. At no cost to City, Apogee shall provide City with all of City's Data in a format acceptable to City.

10. **Reserved.**

11. **License to Materials.** Apogee provides certain content and applications to utility companies for use on the Internet and Customer desires to license such content and applications from Apogee. Apogee hereby grants to Customer a non-exclusive, non-assignable, terminable license to access the servers of Apogee for the purpose of framing and displaying the Apogee Materials (defined below) at a single URL specified in writing by Customer ("Customer Web Site") for the purpose of allowing Customer and users of the Customer Web Site the ability to view and use the Apogee Materials. At all times Customer shall display all proprietary notices included in the Apogee Materials and shall not cause such proprietary notices to be altered or not displayed. Without expanding the foregoing rights, Customer is not licensed to and agrees not to use the Apogee Materials for the purposes of attempting to reverse engineer or otherwise determine the underlying algorithms, computer code, database structures, or data sources utilized by Apogee in, or in providing, the Apogee Materials, nor shall Customer use the Apogee Materials to access, use, copy, or store Apogee's data in bulk. From time to time during this Agreement, Customer may request that Apogee provide access to additional Apogee Materials or alternate Apogee Materials, or allow Customer to provide modifications to Apogee Materials. In its discretion, Apogee may agree to such requests, provided however, that Customer shall pay any differences in fees for the provision of such Apogee Materials or right to amend or modify the Apogee Materials. Any such change in fees shall require an amendment to this Agreement. All documents, text, video, pictures, animation, sound recordings, content, computer

programs, modifications, reports, programming documentation, specifications, design, trade secrets, know-how, patent rights, trademarks, and copyrights and all other works of authorship in existence prior to this Agreement or developed independently of this Agreement and provided by Apogee, and all derivative works developed by Apogee not using Customer's or City's Data thereof, ("Apogee Materials") hereunder shall remain the sole property of Apogee. Apogee expressly retains title and ownership to all worldwide intellectual property rights, including without limitation, design, trade secrets, know-how, patent rights, trademarks, and copyrights in and to the Apogee Materials, and any modifications, adaptations, derivative works, and enhancements made thereto by Apogee. Apogee reserves all rights not expressly granted herein.

12. **Nature of City's Obligations.** All obligations of City under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.
13. **Independent Contractor.** It is expressly agreed that Contractor is an independent contractor and not an agent of City. Contractor shall not pledge or attempt to pledge the credit of City or in any other way attempt to bind City. The relationship of Contractor to City of Columbia shall be that of independent contractor and no principal agent or employer-employee relationship is created by this Agreement.
14. **Governing Law and Venue.** This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to the contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
15. **General Laws.** Contractor shall comply with all federal, state and local laws, statutes, ordinances, and rules and regulations.
16. **Public Records Act.** City is subject to the Missouri Sunshine Law. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law as amended. Contractor shall maintain the confidentiality of information and records which are not subject to public disclosure under the Sunshine Law. The City of Columbia Records Custodian shall serve as the custodian of records for open records requests. Contractor

shall provide access, at no additional costs, to the City of Columbia records custodian or his or her designee to all City Data to allow for the timely fulfillment of Sunshine requests.

17. **Equal Opportunity Employment/Nondiscrimination.** It is the policy of City that all contractors who provide goods and services to City by contract/agreement, shall, as a condition of providing goods and services, adhere to all Federal, State and Local laws, ordinances, rules and regulations, and policies, and if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment. Contractor shall, as a condition of providing goods and services, as required by state and federal law and the City's Equal Opportunity Employment/Nondiscrimination ordinance, not discriminate against persons to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, gender identity, ancestry or disability.

Any violation of Federal, State or Local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time during which Contractor is providing goods or services to City shall be regarded as a material breach of this Agreement between City and Contractor, and City may terminate such agreement effective as of the date of delivery of written notification to Contractor.

18. **Employment of Unauthorized Aliens Prohibited.** Contractor shall comply with Missouri Revised Statute section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this Agreement, Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

19. **Warranties.**

a. **Warranty of Fitness for a Particular Purpose.**

Given City's documentation about City's particular purpose as set forth in City's Functional Requirements contained in Exhibit A and given Contractor's recommended technical environment for optimal performance set forth in Exhibit D, Contractor acknowledges at the time this Agreement is in force that Contractor has (1) reason and opportunity to know the particular purpose for which products are required, and (2) that City is relying on Contractor's experience and knowledge of these products to provide those which are most suitable and appropriate in the technical environment contained in Exhibit D. Therefore, Contractor warrants that the system is fit for the purposes for which it is intended as described in this Agreement and that the system will perform according to City's Functional Requirements.

b. **Resolution and Response Time Warranty.**

Contractor warrants that all Resolution and Response Times delineated below shall be adhered to as follows, as determined by the City's Project Manager:

Priority 1 support issues are defined as: Mission Critical - Software is down/undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given.

- Response to first call time limit - within two (2) business hours.
- Resolution time limit - Contractor shall use its best efforts to resolve within one (1) business day.
- If Contractor and City are on a support telephone call to resolve a priority 1 support issue at the time that normal support hours end, Contractor support representatives will remain on the call past the normal support hours to provide what assistance can be provided at no additional cost. City acknowledges that programmers will not be available at that time.
- Penalty for not adhering to time limits: City shall receive a credit equal to one three-hundred-and-sixty-fifth (1/365) of the annual contract amount for each calendar day of an unresolved Priority 1 support incident. There shall be no warranty penalty for the first twenty four (24) hours following the request for support.

Priority 2 support issues are defined as: Critical Issue - Software is not down, but operations are negatively impacted.

- Response to first call time limit - within four (4) business hours.

- Resolution time limit - Contractor shall use its best efforts to resolve within one business week.
- Penalty for not adhering to time limits: City shall receive a credit equal to one three-hundred-and-sixty-fifth (1/365) of the annual contract amount for each calendar day of an unresolved Priority 2 support incident. There shall be no warranty penalty for the first five (5) business days following the request for support.

Priority 3 support issues are defined as: Non-Critical Issue - resolution period to be mutually agreed upon.

- Response to first call time limit - within twenty-four (24) business hours.
- Resolution time limit - Contractor shall use its best efforts to resolve within one (1) business week.
- Penalty for not adhering to time limits: City shall receive a credit equal to one three-hundred-and-sixty-fifth (1/365) of the annual contract amount for each calendar day of an unresolved Priority 3 support incident. There shall be no warranty penalty for the first five (5) business days following the request for support.

c. Continuity of Warranty.

City may continue the Warranty protection described above by purchasing and paying for the Annual License Fee set forth in Section 23(b). By doing so, all Warranty, Warranty of Fitness for a Particular Use, and Resolution and Response Time Warranty condition as above shall remain in effect, in perpetuity (except for the "Third party hardware" clause above), as long as payments for Annual License Fees are kept current.

20. **Control of Sub-Contractor, Project Team and Project Manager Designation.**

Contractor understands that the successful installation, testing, and operation of the system that is the subject of this Agreement shall be accomplished by a cooperative effort. To most effectively manage this process, Contractor shall designate a single representative to act as an ex-officio member of the City's project management team and who shall have the authority to act on behalf of Contractor on all matters pertaining to this Agreement. City shall have the right to approve all subcontractors, Account/Project Manager, and staff assigned to City by Contractor. In the event that an employee of Contractor is, in the opinion of City, uncooperative, inept, incompetent, or otherwise unacceptable, Contractor agrees to remove such person from the project. In the event of such a removal, Contractor shall, within fifteen (15) days, fill this representative vacancy as described above. Regardless of whom Contractor has designated as the

representative, Contractor remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.

21. Confidentiality.

- a. Both Parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate requirements of law and/or the rights of private individuals and entities. To the extent allowed by law including the Missouri Sunshine Law, each Party agrees that it shall not disclose any confidential information of the other Party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement. This obligation of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a Party; (c) information that a Party can establish by reasonable proof was in that Party's possession at the time of disclosure; (d) information that a Party received from a third party who has a right to disclose it to that Party; or (e) information that is considered an open record pursuant to the Missouri Sunshine Law.
- b. Title and full rights to the Software licensed under this Agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies City makes, remain with Contractor. It is agreed the Software is the proprietary, confidential, trade secret property of Contractor, whether or not any portions thereof are or may be copyrighted, and City shall take all reasonable steps necessary to protect the confidential nature of the Software, as City would take to protect its own confidential information. City further agrees that City shall not make any disclosure of any or all such Software (including methods of concepts utilized therein) to anyone, except to employees, agents, or Subcontractors working for City to whom such disclosure is necessary to the use for which rights are granted hereunder. City shall appropriately notify all employees, agents and Subcontractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. The obligations imposed by this section upon City, its employees, agents, and Subcontractors, shall survive and continue after any termination of rights under this Agreement. It shall not

be a breach of this Agreement if City is required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to Missouri's "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

22. Reserved.

23. Payment Terms.

a. Payments

- a. **Set Up Fee.** City shall pay a one-time set-up fee of twenty-three thousand five hundred dollars (\$23,500.00).
- b. **Annual License Fee.** City shall pay an annual license fee of seventy-nine thousand dollars (\$79,000.00). This fee shall not increase during the Term or any renewal term of this Agreement. This Legacy pricing is a provision of Contractor's Loyalty Program and dictates that the Annual License Fees for City's Applications are not subject to price increases even as Contractor makes improvements to the applications. This is effective as long as City maintains the annual subscription.
- c. Contractor shall invoice one half of the Set Up fee and one-half of the license fee upon execution of this Agreement. The remainder of the Set-up and the Annual License Fee will be billed upon formal acceptance by City.
- d. Unless the charges are disputed, City shall pay the invoices within thirty (30) days of receipt of invoice. Contractor shall submit to City for its review a pay request in a form agreeable to City. The pay request shall be accompanied by such supporting documentation as required by City. Requests for payment shall be accompanied with appropriate lien waivers for the prior partial payments. The request for final payment shall be accompanied with final lien waivers from all subcontractors and material suppliers for the project.
- e. **Travel Expense Reimbursement:**
All travel expense costs are included in Contractor's fixed price cost. City shall not make a separate payment for reimbursable expenses. Per Force Majeure, City shall not be liable for additional travel costs incurred due for any reason outside City's control.

- f. **Additional Programming Services:** City may during the implementation period or thereafter require modifications, interfaces, conversion, report writer, etc., services from Contractor. Contractor agrees to provide a written Change Order or contract amendment which shall describe the work to be performed and the costs to City. For each proposed change order or contract amendment, Contractor shall not perform work until City issues a written notice to proceed. Contractor shall not exceed the costs set forth in the mutually agreed to Change Orders or contract amendment. No costs in excess of the estimates will be paid by City unless approved in writing in advance of fee incurrence. All modifications, interfaces, conversions, report writer, etc., services shall be subject to Formal Acceptance before payment is released by City. Acceptance of the deliverable(s) resulting from each Change Order or contract amendment shall be per the Formal Acceptance clause herein.

- 24. **Licensing Structure and Use of Licenses by Personnel Who Are Not Employees.** The Parties agree that the software licenses are not specific to a particular person or position and may be used by City and any persons approved by City. City of Columbia's consultants, contractors, external customers, and business partners may access the licensed software.
- 25. **Major Releases/Upgrades.** If, during the Term or any extended Renewal Term of this Agreement, Contractor upgrades its software, City at its option, shall receive the upgrades at no additional charge.
- 26. **Solution Longevity.** Contractor certifies solutions prescribed in their proposal response will remain available and supported for a minimum of five (5) years from the time this Agreement is signed and that any material changes to Contractor's company or products will not affect Contractor's implementation or support.
- 27. **Successor Software Products.** In the event Contractor makes available successor Contractor software products (examples include software products based on a new technical architecture, rebranding the software or providing substantially similar functionality using a new technology platform or architecture) ("Successor Products") with substantially similar functionality to Contractor software products licensed by City ("Licensed Products") within ten (10) years of agreement signing, City may transfer the Licensed Products to the Successor Products, for no additional Contractor license fees. In such event, City shall pay

the then-current Application Software License Fees for the Successor Products, in addition to any services and/or third party fees associated with the Successor Products. The Parties shall enter into an amendment to this Agreement if City desires to receive the Successor Products.

28. **Video Taping of Training.** City reserves the right to video and/or audiotape and all training sessions, whether held at City site, Contractor site, or via teleconference. Use of such tapes shall be strictly for City staff training purposes.
29. **Final Acceptance of the System.** The system proposed shall be defined to be finally accepted by City after the installation of the equipment, training, and successful completion of the following performance examinations: system hardware examination, software performance examination, system functional competence examination, system capacity examination, full-load processing capacity examination, system availability examination, approval of as-builts, training, and system documentation. City shall be the sole judge of whether all conditions for final acceptance criteria have been met.
30. **Formal Verification.** Per the implementation schedule in Exhibit C, City and Contractor shall schedule acceptance testing. Any given module shall be deemed as formally accepted only after passing Formal Acceptance testing, or when used in live, non-paralleled operation for 90 consecutive days (City may run modules in parallel with existing systems for up to 90 days). The testing will be based on Documentation, and other conditions mutually agreed to by both parties, and acceptable hardware performance standards (see Additional Warranties clause). Should the test fail, City shall give Contractor notice of non-acceptance describing in reasonable detail the material failure. Contractor shall be granted thirty (30) days to cure non-acceptance condition(s) and another Acceptance Test shall then be scheduled. This procedure may be repeated should City decide to do so. Note that all modifications, interfaces, report writer files, etc., programmed by Contractor shall be subject to individual acceptance testing as described herein. Should Contractor fail two (2) tests, City reserves the right to schedule additional tests or to invoke the Non-Performance Escalation Procedures clause herein. The right to determine Formal Acceptance will be held by City's officially designated Project Manager.
31. **Replication of Software.** City shall not copy Software for any purposes other than for back up or disaster recovery. City has the right to develop interfaces to, and/or database applications that integrate with, the licensed Software using

Contractor's recommended database and development tools without voiding this Agreement or warranties herein.

32. **Password Security.** Contractor warrants that no 'back door' password or other method of remote access into the software code exists. Contractor agrees that any and all access to any software code residing on City's client/server must be granted by City to Contractor, at City's sole discretion.
33. **Intellectual Property.** All information, data, programs, publications & media created specifically for and paid for by City or as a result of the Work identified in this Agreement is the property of City unless otherwise noted, copyright protected, or defined or agreed to by both Parties to this Agreement.
34. **Disaster Recovery & Disaster Recovery Testing.** There will be no additional software license cost to process at another site in the event of a disaster that shuts down the City of Columbia's primary location or for testing at the disaster recovery site.
35. **Unlimited Liability for Software Contractor Infringement.** Contractor shall reimburse the City of Columbia for all costs related to infringement (not "finally awarded"). There shall be no limit of liability on behalf of Contractor if the software is determined to be infringing.
36. **Functionality Replacement.** City maintains the rights to the functionality that was originally licensed, even if that functionality later gets renamed or rebundled.
37. **Development of Additional Applications Using Data.** Contractor shall provide access to data through an interface suitable to the need to allow City to develop additional applications using the data, to hire others to develop additional applications, to allow members of the public to develop additional applications, including but not limited to work for hire or a contest type event. Contractor shall provide access to data to allow any such applications to utilize real time transit data. To allow for the functioning of any applications using Data through the API, Contractor shall notify City in advance of any changes in the formatting of the API no later than seven (7) days prior to the change.
38. **Data Ownership and Security.** Contractor and its software shall comply with the requirements of this Section. Contractor shall require its subcontractors or third party software providers to at all times comply with the requirements of this section.

- a. Contractor further covenants that any data entered into the software from City, its employees or customers or derived therefrom (hereinafter "City Data") shall be stored in the United States of America. City Data shall not be transferred, moved, or stored to or at any location outside the United States of America. City Data shall be confidential and proprietary information belonging to either City or its customers or users of the Software. Contractor shall not sell or give away any such City Data.
- b. Contractor shall maintain the security of City Data and that of City's customers and any user that is stored in or in any way connected with Software Products and applications. If either Party believes or suspects that security has been breached or City Data compromised whether it be from harmful code or otherwise, the Party shall notify the Other Party of the issue or possible security breach within forty-eight (48) hours.
- c. NO HARMFUL CODE: Contractor warrants that the Software Products do not contain Harmful Code. For purposes of this Agreement, "Harmful Code" is any code containing any program, routine, or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any time bomb, virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door. Contractor shall include in contracts with any subcontractor a provision which prohibits the use of Harmful Code. Contractor shall include a similar provision in its contract with subcontractors.

39. **Cloud Based Software Solutions and the Storage of Data on Servers Not Owned by Contractor.** If Contractor's software solution includes the use of cloud storage or hosted systems, Contractor shall comply with City's Cloud Computing Requirements contained in Exhibit E. In addition, Contractor shall abide by the following requirements when Contractor stores City Data on servers not owned by Contractor

- a. Should Contractor opt to store City Data on servers not owned by Contractor, Contractor shall provide written notice to City of the location of the servers on which City Data is stored and the legal name and address of the owner(s) of the servers on which City Data is stored (hereinafter "Server Owner"). Prior to changing the location of the server or the Server Owner(s), Contractor shall provide written notice to City of any location change or change in the Server Owner(s). Said notice shall include the location of the servers, the legal name, and address of the Server

Owner(s).

- b. Triggering Events. Should any of the following events occur (hereafter "Triggering Event"), Contractor shall provide written notice to City no later than five (5) business days after a Triggering Event has occurred. Each of the following events is a Triggering Event:
 - i. Triggering Events Related to Contractor:
 - a. Contractor becomes insolvent;
 - b. Contractor files a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law;
 - c. Contractor consents to the filing of any bankruptcy or reorganization petition filed against it under any federal or state bankruptcy law;
 - d. Contractor has made a general assignment for the benefit of its creditors;
 - e. Contractor has consented to the appointment of a receiver, trustee or liquidator;
 - f. Contractor has received a notice of default of this Agreement between Contractor and Server Owner;
 - g. Contractor has provided Server Owner with a notice of default of this Agreement between Contractor and Server Owner; or
 - h. Contractor has knowledge of a Triggering Event related to Server Owner.
 - ii. Triggering Events Related to Server Owner:
 - a. Server Owner becomes insolvent;
 - b. Server Owner files a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law;
 - c. Server Owner consents to the filing of any bankruptcy or reorganization petition filed against it under any federal or state bankruptcy law;
 - d. Server Owner has made a general assignment for the benefit of its creditors; or
 - e. Server Owner has consented to the appointment of a receiver, trustee or liquidator.
- c. Effect of Triggering Event.
 - i. Upon the occurrence of a Triggering Event related to Contractor under Section 39 (b)(i)(a)-(f), Contractor shall provide City with City Data. Contractor shall provide to City, at no cost, a method of migrating or exporting all electronic records or City Data in a usable basis in a method and format acceptable to City.
 - ii. Upon the occurrence of a Triggering Event under Section 39 (b)(i)(g), 39(b)(i) (h), or 39(b)(ii)(a)-(e), Contractor shall provide City with written

notice of the Triggering Event and shall transfer City Data to either servers owned by Contractor or to another Server Owner. Contractor shall provide City with notice of the location of City Data and the name and address of the Server Owner.

40. **Data Exchanges, Modifications/Customizations, and Data Conversions.** If the Scope of Work for this project involves the development of data exchanges, modifications/customizations, and or data conversions (hereinafter, collectively known as "Custom Work"), Contractor shall agree to the follow requirements.

Conditions Precedent to the Development of Custom Work. The Conditions Precedent to City's obligation under this Agreement shall be each and every one of the following; and under no circumstance shall the following contingencies or conditions precedent be deemed waived by City. For each Custom Work Item in the Statement of Work:

- a. The Parties shall develop written Custom Work Specifications (hereinafter "Custom Work Specifications"), which shall be signed and dated by both Parties.
- b. The Parties shall develop written schedule for production, testing and installation (hereinafter "Custom Work Schedule"), which shall be signed and dated by both Parties.
- c. The Parties shall develop written testing standards and requirements (hereinafter "Custom Work Test Standards"), which shall be signed and dated by both Parties.
- d. City shall issue written notice to proceed with the development of each Custom Work project.

If each and every Condition Precedent is not satisfied, there is no penalty to City. City shall not be charged for and shall not pay for Custom Work that is not authorized according to these requirements. In addition, the Parties may, at their sole discretions and by mutual agreement, impose additional requirements or amend the testing standards or the performance schedule. Should the Parties agree to change or amend any of the specifications, the performance schedule or the test standard, the changes shall be reduced to writing, signed, and dated by both Parties.

EACH CUSTOM WORK ON WHICH CITY HAS ISSUED A WRITTEN NOTICE TO PROCEED, SHALL BE DEVELOPED ACCORDING TO THE CUSTOM WORK SPECIFICATIONS IN THE TIME PERIODS SET FORTH IN THE

CUSTOM WORK SCHEDULE. Upon completion of the development of each authorized Custom Work, Contractor shall notify City that the Custom Work is complete and ready for testing. City shall test the Custom Work according to the Custom Work Test Standards. If the Custom Work passes City's testing according to the Custom Work Test Standards, City shall issue a written notice of acceptance of the Custom Work.

WARRANTY

Contractor warrants that the Custom Work shall perform according to the Custom Work Specifications. Contractor also warrants that the Custom Work shall not void any other warranty.

LICENSE FOR USE OF THE CUSTOM WORK

Contractor grants City a royalty-free, non-exclusive, and irrevocable worldwide license to the Custom Work developed by Contractor for City according to City's Custom Work Specifications. This license is in addition to all other licenses purchased pursuant to this Agreement.

MAINTENANCE OF FUNCTIONALITY

So long as City is current in its payment of license fees for the Software, Contractor shall warrant the continued functionality of each and every one of the Custom Work and that each and every one shall perform according to the Custom Work Specifications by which it was developed. There shall be no additional cost to City. Maintaining the functionality of the Custom Work shall include any necessary programming or redesign needed due to changes by Third Party Software Vendors or by Contractor or Contractor's Subcontractors. Contractor shall include these requirements in its contract with the authorized subcontractors. City shall include these requirements in its contract with the Third Party Software Vendors.

ADDITIONAL CUSTOM WORK

Should City desire additional integrations, interfaces, and APIs be developed that are not listed in the Scope of Work, the Parties shall negotiate an amendment to this Agreement.

41. **Records Retention.** Pursuant to Missouri Law, both Parties agree that all records shall be retained in accordance with Missouri law and records retention schedules adopted by the Local Records Board. At the close date for this Agreement, either through agreement duration or termination, Contractor shall provide to City at no additional cost a method of migrating or exporting all

electronic records or data in a usable basis in a method and format acceptable to City.

42. This Agreement shall include the following additional special requirements:

a. RED FLAG Compliance.

Contractor's Software shall at all times comply with the terms of this Agreement, the Contract Documents, Good Financial Industry and Accounting Practices, Applicable Laws, City's Red Flag Policy, SAS70 auditing standards, and City's Cloud Computing Requirements. Contractor shall comply with City's Red Flag policy and timely report any Red Flags to City's Program Administrator. Said report shall include Red Flags detected by Contractor or its subcontractors or subsidiaries and Contractor's response to the Red Flags so detected. Contractor shall provide City with a copy of its existing Red Flag policies and procedures, and shall promptly provide copies of any changes to its Red Flag policies and procedures.

b. Compliance with Applicable Regulations and Standards for the Use, Storage or Processing of Credit and Debit Cards (PCI Compliance).

If any Software module or Software upgrade includes the storage, processing, or use of credit cards and/or debit cards, Contractor shall comply and shall warrant that Contractor's software and services (including any modifications, customizations or interfaces) comply with the Payment Card Industry (PCI) Data Security Standards and the rules and regulations of payment card industry organizations including Visa, MasterCard, Discover, and any other applicable payment card industry organizations. Contractor shall further warrant that such software and/or modules be in compliance with Good Financial Industry and Accounting Practices; SAS70 auditing standards; NACHA (The Electronic Payments Association) Operating Rules; and City's Red Flag Policy as applicable. Contractor shall further require that any subcontractor's software, modules, or upgrades be in compliance with this section in its contracts with those subcontractors or third party software providers. Compliance is required to be maintained with all listed applicable regulations, standards, etc. as they are updated and modified over the time period of the agreements. Contractor shall notify City promptly of their failure or subcontractor's failure to maintain such compliance. In addition to Contractor's hold harmless agreement, Contractor shall be required to bear the cost of any fees, penalties, or costs accrued to City because of such failure to maintain such compliance.

43. Miscellaneous Clauses.

- a. Contractor Merger or Acquisition. In the event that Contractor is merged or acquired, the acquiring entity shall honor all of the terms of the existing agreement for 18 months or until the end of the present Agreement term, whichever is longer.
- b. Agreement Extension and Modification Clause. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties. Under no circumstances, however, shall any Parties to this Agreement forfeit or cancel any right presented in this Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other Party in the event of a default. In the event that a Party to this Agreement waives a right, this does not indicate a waiver of the ability of the Party to, at a subsequent time, enforce the right. The payment of funds to Contractor by City should in no way be interpreted as acceptance of the system or the waiver of performance requirements.
- c. Non-Collusion. Contractor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm, employee of City, or other person or entity concerning the obtaining of this Agreement. In addition, Contractor agrees that a duly authorized Contractor representative will sign a non-collusion affidavit, in a form acceptable to City, that Contractor has not received from City any incentive or special payments, or considerations not related to the provision of the System described in this Agreement.
- d. Notices Clause. All notices or communications required or permitted as a part of this Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:
 - i. Actually received, or
 - ii. Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the Party, or
 - iii. If not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to

the respective other Party at the address set out in this section or such other address as the Party may have designated by notice or Agreement amendment to the other Party, or

- iv. Upon delivery by City of the notice to an authorized Contractor representative while at City site.

Note that if Contractor anticipates missing a due date, then Contractor must notify City immediately so that a mutually acceptable revised due date can be agreed to. Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving Party of the intended receiving Party's new address will be borne by the intended receiving Party. The addresses of the Parties to this Agreement are as follows:

Contractor
Apogee Interactive, Inc.
100 Crescent Centre Parkway, Suite 450
Atlanta, Georgia 30084

City of Columbia
c/o Purchasing Agent
P.O. Box 6015
Columbia, Missouri 65205

With a copy to Director of Information Technology Department, City of Columbia, P.O. Box 6015, Columbia, Missouri 65205.

- e. Advertisement. Contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of City or City Data unless Contractor receives specific written authorization in advance from the City Manager or designee. Such publications will be provided to City in draft form for City's advance review. City will review such drafts promptly and will provide comments to Contractor. City may require deletion of proprietary data or confidential information from such publications. The cost of Contractor's activities pertaining to any such publication or advertisement shall be paid entirely by Contractor. However, nothing in this clause shall preclude Contractor from listing City on its routine client list for matters of reference.

- f. No Waiver of Sovereign Immunity. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitution and/or laws.
- g. No Third-Party Beneficiary. No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under this Agreement.
- h. Subcontracts. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of City. In using subcontractors, Contractor agrees to be responsible for all of their acts and omissions to the same extent as if the subcontractors were employees of Contractor.
- i. Conflict of Interest. Contractor shall not employ as a director, officer, employee, agent, or subcontractor any elected or appointed official of the City of Columbia or any member of his/her immediate family.
- j. Survival Clause. All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the agreement term or cancellation of this Agreement.
- k. Incorporation by Reference. Contractor shall supply equipment, wiring, technology, training, and other related services adequate to accomplish the requirements as set forth in the Request for Proposals and Contractor's response to the Request for Proposals. The following exhibits/attachments are incorporated herein by reference:

Exhibits/Attachments

- A RFP 125/2016 and Addendum #1
- B Contractor's Proposal Dated 7/8/16, including exhibits A-E, including Statement of Work dated December 16, 2016
- C Implementation Schedule
- D Contractor's Recommended Technical Environment for City's server and desktop hardware
- E City's Cloud Computer Requirements

The Parties agree that where there is a conflict between terms of this Agreement and the information presented in the reference documents, this Agreement shall take precedence. If there is a conflict between the terms of the exhibits, the terms of the exhibits will control in the order listed.

- l. Assignments. City and Contractor each binds themselves, their partners, successors, and other legal representatives to all covenants, agreements, and obligations contained in this Agreement. This Agreement or any part thereof shall not be assigned or subcontracted by Contractor without the prior written permission of City; any attempt to do so without said prior permission shall be void and of no effect. Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Agreement or any rights, title, or interest created by this Agreement without the prior consent and written approval of the City Manager of the City of Columbia or his designee.
- m. Entire Agreement Clause. This Agreement, including appendices and referenced attachments, constitutes the entire Agreement between City and Contractor and superseded all proposals, presentations, representations, and communications, whether oral or in writing, between the Parties on this subject.

[SIGNATURE PAGE FOLLOWS]

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

Apogee Interactive, Inc.

By: _____

Name: _____ James E. Malcom

Title: _____ CFO

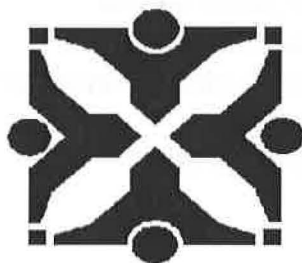
Date: _____ 1/9/17

ATTEST:

By: _____

Name: _____

REQUEST FOR PROPOSAL
125/2016 – UTILITY BILL ANALYSIS AND CUSTOMER EDUCATION SOFTWARE
FOR THE
CITY OF COLUMBIA, MISSOURI



FINANCE/PURCHASING DIVISION
CALE TURNER, CPPB
PURCHASING AGENT
701 E. BROADWAY, 5TH FLOOR
COLUMBIA, MO 65201

JIM WINDSOR
ASSISTANT DIRECTOR OF UTILITIES

MICHELE NIX
DIRECTOR OF FINANCE

MELISSA PASLEY
SENIOR PROCUREMENT OFFICER
Melissa.Pasley@CoMo.Gov
(573) 817-5005

Request For Proposal No. 125/2016
Closing Date: 5:00 p.m. CST, Friday, July 8, 2016

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APPENDIX

- 1 Contract Terms and Conditions

1. INTRODUCTION AND BACKGROUND

The City of Columbia, Water and Light (W&L) Department is seeking proposals for Utility Bill Analysis and Customer Education Software. City of Columbia W&L is a municipal water and electric utility in Columbia, Missouri.

1.1 DUE DATE FOR PROPOSALS: Proposals may be submitted in a sealed envelope at the purchasing office **or** uploaded electronically on the City's E-bidding website at <http://www.gocolumbiamo.com/Finance/purhome.php>. No fax or e-mail proposals will be accepted. Sealed proposals must be delivered to the Purchasing Department, 701 E. Broadway, 5th Floor, Columbia, MO 65201 by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened. Proposal must be in sealed envelope and marked in bold letters "RFP 125/2016 – UTILITY BILL ANALYSIS AND CUSTOMER EDUCATION SOFTWARE."

1.2 SCHEDULE OF ACTIVITIES:

DATE	ACTIVITY
JUNE 17, 2016	CLOSE OF WRITTEN REQUESTS FOR QUESTIONS
JULY 8, 2016	REQUEST FOR PROPOSAL IS DUE BY 5:00 P.M. CST
SEPTEMBER 1, 2016	CONTRACT START DATE
The above dates are target dates and subject to change.	

1.3 QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL: All questions concerning the solicitation and specifications shall be submitted in writing via e-mail or fax to the name below. You are encouraged to submit your questions via e-mail.

Melissa Pasley, Senior Procurement Officer
Phone: (573) 817-5005
E-mail: Melissa.Pasley@CoMo.Gov

Any oral responses to any question shall be unofficial and not binding on the City of Columbia. An Addendum to this RFP providing the City of Columbia's official response will be issued if necessary to all known prospective respondents. Questions must be submitted no later than 5:00 p.m. on June 17, 2016.

This written *Request for Additional Information* will take place of the normal Pre-Proposal Conference.

2. GENERAL REQUIREMENTS

- 2.1 VALIDITY OF PROPOSALS: Respondents agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.
- 2.2 REJECTION OF PROPOSALS: The City of Columbia reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City of Columbia to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.
- 2.3 WITHDRAWAL OF PROPOSALS: Any Presenter may withdraw his proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal

will be withdrawn for a period of ninety (90) days after the scheduled closing time for the receipt of proposals.

- 2.4 ALTERATION OF SOLICITATION: The wording of the City of Columbia's solicitation may not be changed or altered in any manner. Respondents taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City of Columbia, whose decision will be final.
- 2.5 RESPONSE MATERIAL OWNERSHIP: All material submitted regarding this RFP becomes the property of the City of Columbia. Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected.
- 2.6 INCURRING COSTS: The City of Columbia shall not be obligated or be liable for any cost incurred by Respondents prior to issuance of a Contract. All costs to prepare and submit a response to this solicitation shall be borne by the Respondent.
- 2.7 COLLUSION CLAUSE: Any agreement or collusion among Respondents and prospective Respondents to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such Respondents void.
- 2.8 CONTRACT DOCUMENTS: The final Contract between the City of Columbia and the Respondent will include by reference:
- Respondent's Proposal
 - The Specifications, and the legal terms and conditions contained in this RFP
- Any changes, additions or modifications hereto will be in writing and signed by the Purchasing Agent. No other individual is authorized to modify the Contract in any manner.
- 2.9 FUNDS: Financial obligations of the City of Columbia payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to the City of Columbia.
- 2.10 TAX EXEMPTION: The City of Columbia is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available upon request by the successful Respondent.
- 2.11 RESPONSIBILITY: The City of Columbia reserves the right to require the apparent successful vendors to file proof of his/her ability to properly finance and execute the Contract, together with his/her record of successful completion of similar Contracts prior. The award of the Contract will be contingent upon providing acceptable proof and record of performance. *This information will become a part of the contents of the file and hence public record unless the Respondent indicates this material confidential and request this information be returned at the expense of the Respondent. This applies only to matters of financial reporting.*
- 2.12 AUDITING OF INVOICES: Invoices are subject to audit for a period of five (5) years after the expiration date of the final year of the Contract. If during the audit it is revealed that the Respondent charged the City of Columbia a price higher than the proposed

price, the Respondent will reimburse the City of Columbia the amount of the overcharge.

3. SCOPE OF WORK

- 3.1 DESCRIPTION: Offeror shall provide a software solution that can be integrated with the new utility billing system (Advanced Utility Systems' CIS Infinity v 4). W&L is seeking a software solution that will educate and engage customers about their utility bill and more specifically on the relationship between weather and usage. Software shall integrate local weather data. The software shall be able to present general information if a customer has not established security that allows access to their account information. The software shall provide the security to allow the customer to authorize use of their account information and then provide educational information based on that account information. In addition to providing information to a customer requesting the information, the software shall allow the Customer Service Representative (CSR) to access the weather/usage analysis information for any customer that may call with questions.
- 3.2 CURRENT ENVIRONMENT: The W&L department serves approximately 43,000 residential electric customers. The residential electric rate structure is an inverted block structure with discounts for electric heating. The utility has multiple programs to help customers improve the efficiency of their homes including low-interest loans and on-site evaluation programs. The electric utility is a summer peaking utility. W&L has extensive information about a range of energy efficiency programs offered by the electric utility on the web at <http://columbiapowerpartners.com/>. The utility has built, and is in early testing, of a web portal that will automate the process of applying for various programs. The web portal will also be used by certified contractors that collect data and install improvements to customer homes. In addition to electric and water, the City of Columbia has three other utilities that are billed monthly to customers. The utility billing system is in the final stages of conversion from a legacy system to a new system provided by Advanced Utility Systems (www.advancedutility.com). Part of the conversion will be a customer facing on-line portal.

4. OFFERORS INSTRUCTIONS

- 4.1 FORMAT OF PROPOSAL: The offerors' proposal should be clear, concise description of how the offeror intends to provide the services set forth herein. To receive high marks, the proposal should outline how the offeror plans to address each key issue noted in the Scope of Work.
1. TRANSMITTAL LETTER: All offerors must submit a transmittal letter prepared on their letterhead. An individual who is authorized to bind this Firm to all statement, services, and prices contained in the proposal for both the primary and sub firms must sign the letter. In addition, a letter from any

sub-vendor to be used in the service should be included. This letter must be signed by an individual who is authorized to bind the firm and should give a brief description of the work they are to perform.

2. **QUALIFICATIONS/OTHER INFORMATION:** The purpose of this section is to provide offerors the opportunity to present their experience and qualifications for proposal on this project. Columbia Water and Light is seeking a contractor who has extensive experience with comparable projects, who has the breadth and quality of resources necessary to ensure a minimum number of problems, and who can promptly and adequately resolve unforeseen problems. This section must include the following components:
 - a) A brief description of the history and background of the offeror's firm, including the date established and ownership structure.
 - b) Name, address, phone and fax number(s) and email address of firm.
 - c) Name and title of primary contact person.
 - d) Statement outlining the scope of the staff resources and range of the specialties offered by your firm.
 - e) List of similar work performed for other municipalities or agencies, including a description of work and the name of municipality or agency, and the action taken as a result of the work. A list of references shall be included.
 - f) Discussion explaining why the Firm believes the City of Columbia would benefit from selection the Firm to do the work.
 - g) Description of the approach the Firm shall take to complete the work, including an estimate of the total time needed for the Firm to complete the work.
 - h) Summary of any arrangements the Firm may be making with any other firm for assistance on this work project.
 - i) Statement of your understanding of the work and work plan. Include a description of the activities, and tasks that shall be undertaken to complete each of the objectives listed, but not necessarily limited to the specific objectives listed.
3. **INSTALLATION AND IMPLEMENTATION:** Describe your firm's approach to installation and implementation. Offeror shall explain the installation process and include the expected time line and responsibilities of each party (client and vendor) during the implementation.
4. **PRICING:** Pricing shall be broken out and clearly separated from the rest of the proposal.

5. SUPPORT: Describe how your product is supported throughout its lifecycle and pricing for such including post-live support, maintenance and upgrades.

6. EXPERIENCE:

- a. Describe the experience of your implementation and support team, including time with the company, years of experience with the proposed system, and relevant certifications held by the team.
- b. Describe your firm's experience with projects of similar scope and size. Include project name, total sale amount, distance from City of Columbia, and a customer contact that we may reference.
- c. Describe your firm's history and experience in the industry. Include financial statements and any other information that would assist the City of Columbia in assessing your firm's financial stability. Note that RFP submittals are public records. If the offeror would prefer this information remain confidential, financial statements may be provided during the short-list interview stage.

4.2 W-9 SUBMISSION: (Exhibit A) Offeror shall provide a current W-9 by using any of the following methods:

1. Uploading and attaching to RFP response
2. Emailing the W-9 to the Procurement Officer named on the header of this document.
3. Mail to City of Columbia Purchasing Division, 701 E Broadway, 5th Floor, Columbia, MO 65201

4.3 STATEMENT OF BIDDER'S QUALIFICATIONS (Exhibit B): Offeror shall fill out Statement of Bidder's Qualifications and submit with RFP document.

4.4 FUNCTIONAL REQUIREMENTS OF SOFTWARE: FUNCTIONAL REQUIREMENTS OF SOFTWARE (Exhibit C):

The proposed software solution shall meet all City of Columbia functional requirements, which are set forth in Exhibit C. Offerors must complete the attached spreadsheet, Exhibit C. For each functional requirement, offeror shall respond with:

- Y – if the functionality is provided with the current software proposal.
- C – if the functionality is customizable at an additional cost.
- F – if the functionality will be provided in a future release of the software.
- N – if the functionality is not provided by the software.

Failure to complete Exhibit C will be considered non-responsive and entire RFP will not be considered.

- 4.5 CONTRACT TERMS AND CONDITIONS (Appendix 1, Exhibit D): The contract will be fully negotiated after a vendor is selected by the City of Columbia. Responses to the contract terms and conditions outlined in Appendix 1 may be considered in the selection process and such terms shall be included in the final contract. As part of contract negotiations, Offerors are expected to agree to the contract terms and conditions listed in Appendix 1. Exceptions must be explicitly noted in the Offeror proposals in the checklist forms provided as Exhibit D. Lack of exception listed on the checklist shall be considered acceptance of all the terms and conditions as presented in this RFP.
- 4.6 BID BOND: (Exhibit E) If proposal is over \$25,000, Offeror shall submit a bid bond, in an amount of not less than 5% of the total bid amount (including all possible alternates), to the Division of Purchasing, prior to the bid closing date and time. Acceptable forms of Bid Bonds:
- 1) Original bond or a certified check, payable to the City of Columbia.
 - 2) An Electronic Bid Bond, provided by Surety2000.com, (verified by an eleven-digit code which is generated by the Surety2000 system) and provided by the Offeror in his/her RFP submission.
 - 3) Bid bonds, regardless of the format, must be issued by a surety company authorized to conduct business in the State of Missouri, and carrying a rating of A+ or better as listed in the A.M. Best or equivalent rating guide. The bid bond shall guarantee good faith on the part of the Bidder.
- 4.7 CURRENT TECHNICAL ENVIRONMENT: (Exhibit F) A brief overview of the City's technical environment. This document does not need to be returned with the bid but is only provided to give the Offeror additional information into the environment in which the software will be placed.

5 EVALUATION AND AWARD

- 5.3 EVALUATION: City of Columbia reserves the right to reject any or all proposals, to negotiate with any respondent considered qualified, or to make an award without further discussion.

Evaluation will be based on all elements of response to proposal criteria.

It is the purpose of this Request for Proposal to obtain data as complete as possible from each respondent what will enable W&L to determine which prospective firm is best able to provide all the criteria which are to be considered in the award of this contract. Evaluation of the respondents qualifying as finalists will be based on the following criteria, listed in relative order of importance:

30 points	Ability to provide services outlined in Scope of Work
30 points	Pricing

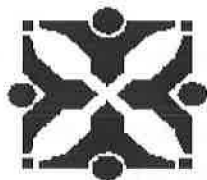
20 points	Ease of Implementation
15 points	Technical Requirements
5 points	General Information (references, quality of proposal, etc)

Failure of the Offeror to provide in their proposal any information requested in this RFP may result in disqualification of the proposal and shall be the responsibility of the proposing individual or firm.

During the evaluation process, discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for an award. It will be the recommendation of the evaluation committee if discussions for clarification are needed.

The objective of the evaluation committee will be to recommend the Offeror whose proposal is most responsive to W&L needs while within the available resources. The specifications within this RFP represent the minimum performance necessary for response.

- 5.2 **SELECTION AND AWARD:** City reserves the right to reject any or all proposals, to negotiate with any respondent considered qualified, or to make an award without further discussion.



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT PURCHASING DIVISION

NOTICE TO BIDDERS ADDENDUM #1 RFP: 125/2016 Utility Bill Analysis and Customer Education Software

Bidders shall note these changes to the above Request for Proposal and *incorporate these changes in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their proposal, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line.

The following revisions and/or additions shall be referred to as part of the Bid/Contract Documents.

General Clarifications:

Item #	Question	City Response
1	What is the frequency of meter data?	Current information is based on monthly reads (15 residential cycles). A future AMI pilot project has been identified and funded; however, other projects have higher priority. Within the next five (5) years, AMI information through a meter data management system would be available and allow presentation of information on an interval basis.
2	What are the requirements for interfacing with the existing prepay system and presentation of prepay data?	Assuming the reference "prepay system" is to actual "pre-paid meters", CWL does not have pre-paid meters. The requirement is to allow analysis of the current billing period. For example, if a residential customer was read on June 20 and the prior reading was May 23, there would be 28 days in the billing period (May 24 – June 20). Bills are typically generated within 3 to 5 days depending on weekends, etc. The customer then has 20 days to pay the bill related to the current reading. The requirement is to be able to present information related to the billing period in conjunction with the creation of the bill.
3	The 43,000 meters are described as residential. Will the billing analytics need to be made available to commercial customers or other rate classes; and if so, what is the meter count?	The focus of this RFP is residential customers. CWL has nearly 7,000 commercial/industrial customers. About 6,000 of those customers are kWh only customers and the other 1,000 are kW and kWh customers. If a respondent has functionality for non-residential customers, CWL would be interested in reviewing the information; however, that is not the focus of this RFP.

ACKNOWLEDGEMENT OF ADDENDUM #1

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #1 have been incorporated in their proposal and are a part of Request for Proposal No. 125/2016. All other provisions of the proposal documents, except as herein stated, shall remain in force as written.

Firm _____ Date _____

Signed _____

Proposal Presented to



July 8, 2016

This proposal is valid for 90 days from the proposal date.

CONFIDENTIALITY STATEMENT:

This proposal contains confidential and proprietary information intended only for use by the parties to whom it is addressed for the sole purpose of evaluating our service offering.

Unauthorized release of this information is prohibited.



APOGEETM
INTERACTIVE
Your Trusted Partner in Customer Engagement

QUALIFICATIONS

DESCRIPTION OF THE FIRM

Apogee Interactive Inc. is a privately held Georgia Corporation founded in 1993 and wholly owned by Susan and Joel Gilbert, P.E. We are a certified Woman-Owned Business with Microsoft certifications and RESNET® accreditation at the highest "HERS Rating Level." Apogee is a Software as a Service (SaaS) provider focused exclusively on the US utility industry delivering best-in-class energy analysis and education applications to energy utilities for use by their customers and employees.

For more than two decades, Susan Gilbert, co-founder, president, and CEO has led the company on a path characterized by extraordinary innovation, prolific introduction of new cutting-edge energy analysis and customer engagement applications, steady growth, and extraordinary customer loyalty.

Additional members of Apogee's executive team include Joel Gilbert, P.E., Chief Software Architect; Jim Malcom, CFO, and EVP of Business Alliances; Jim Albert, VP of Software Development, and IT; Rand Kirkus, VP of Technical Services; and Patti Rioux, VP HR and Administration. Over the past 5 years, Apogee's fulltime work force has averaged 40 full-time employees located at our Atlanta headquarters. Our team is supplemented as needed by 5 to 10 contractors.

Our vision is to be the acknowledged leading provider of online energy analysis applications for US utilities known for our innovation, responsiveness, delivering value, and client loyalty.

Apogee is uniquely qualified to provide these services being:

- We have extensive experience with comparable projects providing municipal utilities with top-performing energy analysis tools and support.
- Our experienced staff has the depth and breadth necessary to provide excellent service to the City and its customers foreseeing challenges and proactively resolving them to ensure our service is highly rated by users.
- Top performing analysis software package verified by RESNET BESTEST-EX evaluation created by the National Renewable Energy Laboratory (NREL) on behalf of the US Department of Energy to determine accuracy of energy use and savings predictions.
- Apogee is a Software as a Service (SaaS) provider delivering innovative online energy analysis applications to US utilities. Our client portfolio includes hundreds of municipal utilities including Electric Power Board of Chattanooga, City of San Antonio Public Service, SMUD, OPPD, Electric Cities of North Carolina, Nashville Electric Service, and Electric Cities of Georgia.
- 22 years strong, we have a history of delivering advanced technologies to more than 600 US utilities that are leaders in energy engagement offerings.
- The most comprehensive energy education, analysis, and engagement platform in the industry confirmed in a 2015 Navigant study.

- A provider of Loyalty Pricing, to assure your price for our applications remain capped as long as you remain a client.
- An assigned account representative who will provide online training, support, and delivery/explanation of monthly usage and profile data reports to ensure you are receiving the expected performance and value from our tools.

Our energy analysis software engine powers a wide range of uses including in-field audit report creation for laptops or iPads, online self-service audits, Customer Service Representative bill explanations, sending mid-cycle bill alerts, energy summary reports and personalized video messages explaining the bills. These various outputs are each detailed in the following scope of work.

Name, Address, Contact Information

Apogee Interactive, Inc.

100 Crescent Centre Parkway, Suite 450

Atlanta, Georgia 30084

Phone: 678-684-6801

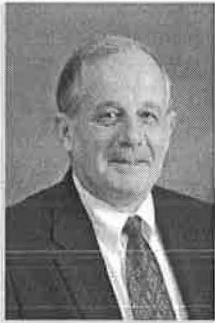
Fax: 678-684-6832

Email: info@apogee.net

Primary Contact

Justin West – Account Manager

Apogee Interactive Bios



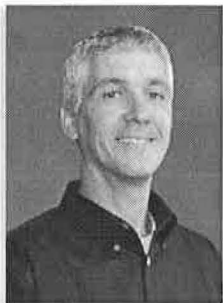
Joel S. Gilbert, P.E., Chief Software Architect

Mr. Gilbert is a nationally recognized strategist in utility-customer competition, energy master planning, energy marketing and sales, and implementing energy efficiency and productivity measures. He has been retained by over 200 gas and electric utilities and over 100 industrial and commercial firms across the United States. His utility clients have included virtually every major investor owned utility as well as industry organizations such as Edison Electric Institute (EEI), the Electric Power Institute (EPRI), the National Rural Electric Cooperative

Association (NRECA), and the American Public Power Association (APPA).

Mr. Gilbert's technical background includes designing power generating systems for nuclear submarines, advanced power plant, and heat recovery designs at Mechanical Technology Incorporated, directing the management consulting services for the Hospital Association of New York State, and managing the firm-wide energy strategy consulting services for Dames & Moore in Washington, D.C. Mr. Gilbert formed his own firm, Gilbert & Associates, over fifteen years ago, and formed Apogee Interactive to develop interactive multimedia and training systems twenty years ago. Mr. Gilbert developed the concept of the Peak Load Management Alliance with Elliot Boardman in 1999 anticipating the need to focus on demand response and was recently voted to be its chairman.

Mr. Gilbert received a Bachelors and Masters in Chemical Engineering and a Masters in Management from Rensselaer Polytechnic Institute in Troy, New York. He is also a licensed professional engineer in New York State.

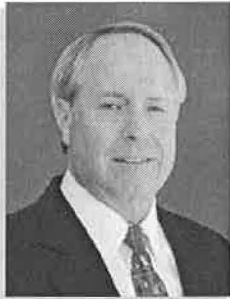


Jim Albert, Vice President of IT & Software Development

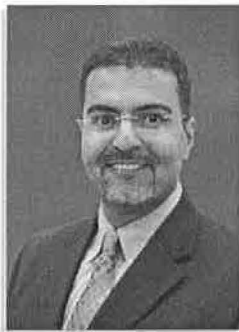
Jim Albert, Vice President of IT & Software Development, has over 20 years of experience in software product development, with over 12 years of experience at the VP and Director level. Mr. Albert oversees the development of all of Apogee's online energy analysis products. He is well versed in .NET Technologies (ASP, C#, VB), Databases (MSSQL and Postgres), and Java. He is also highly skilled in web development and GUI development. As a leader, he is able to manage a

development group, while still providing technical expertise and guidance. Mr. Albert is known for providing innovative solutions, and has a track record of turning product concepts into production ready products.

Mr. Albert received a Bachelor of Science in Electrical Engineering from Drexel University in Pennsylvania.

**Rand Kirkus, VP, Technical Services**

Rand brings extensive electric utility and residential / commercial construction experience to Apogee from his 29-year tenure at The Southern Company, with experience in Generation, Transmission and Distribution, and over 35 years as a builder. Experienced in Project and Client Management, Rand is well equipped to provide the services needed by Apogee's clients. Rand's experience serves him well as he works hand in hand with clients to implement Apogee's products

**Mahmoud Jibreen, Project Manager**

Mahmoud Jibreen, Project Manager, is a certified Scrum Master, who oversees Apogee's QA process, assuring our clients of effort free and stable web products. He is an experienced project manager, with expertise in using the Agile software development methodology. He is also recognized for strategic planning, execution, and controlling complex business operations.

Mr. Jibreen received a Bachelor of Business Administration in Computer Information Systems from Georgia State University, and a Master of Business Administration from the Scheller College of Business at the Georgia Institute of Technology. He also has a Certificate in International Management.

**Valerie Williams, Art Director**

Valerie has an extensive background in graphic design, web design, and print media for marketing and corporate. Working for 11 years in print and advertising prior to coming to Apogee in 1993, she has since developed extensive skills in website and application design. Valerie uses the latest in art applications from Adobe including Photoshop, Illustrator and InDesign.

**Justin West, Account Manager**

Justin serves more than 100 utility clients in his position as an Account Manager. His customers touch all market sectors ranging from Cooperatives, Municipals, and Investor Owned Utilities. He is a graduate of Georgia Southern University with a major in Business Administration, and a minor in Marketing. Justin brings a millennial's perspective on social media, mobile, and how utilities can brace for an exciting new era in communications.

List of Similar Projects & References

Utility	Value	Contact Name and Number	Description (All work is performed in the Atlanta Apogee HQ Offices)
East Kentucky Power Company	** (see below)	Joe Settles Marketing Service Manager 859-885-2106	Integrated with 16 member cooperatives billing systems (SEDC and NISC SmartHub). Billing Integration is member facing. Also launched tablet Energy Insights. Partnered with Direct Technology on this project. DT gives G&T's the ability to track all their co-ops DSM programs on one platform and then report all savings and any program related data using their tool.
ODEC	** (see below)	Erin Puryear Manager of Member Services & Energy Innovation Planning 804-290-2180	Personal Video Messaging using both bill explanation and PSA type videos. Currently have 5 cooperatives sending billing integrated videos. A total of approximately 355,000 emails have been sent over the past 12 months. That number also includes beat the peak emails as well. PSA videos include: Beat the Peak, Winter Storm Advisory, Hurricane preparedness, strong storm preparedness, annual meeting, AC switch.
Tucson Electric Power	** (see below)	Ray Martinez Program Manager II Products & Services 520-307-5310	Using both residential energy solutions and commercial energy solutions to offer more customer engagement solutions for their residential customers and commercial auditors.

***Budgets for Apogee client engagements vary based on utility size, amount of customization required, and the number and complexity of applications deployed. We do not make our client agreements public.*

Why Apogee?

For more than two decades, Susan Gilbert, co-founder, president, and CEO has led the company on a path characterized by extraordinary innovation, prolific introduction of new cutting-edge energy analysis and customer engagement applications, steady growth, and extraordinary customer loyalty.

Our vision is to be the acknowledged leading provider of online energy analysis applications for US utilities and known for our innovation, responsiveness, delivering value, and client loyalty.

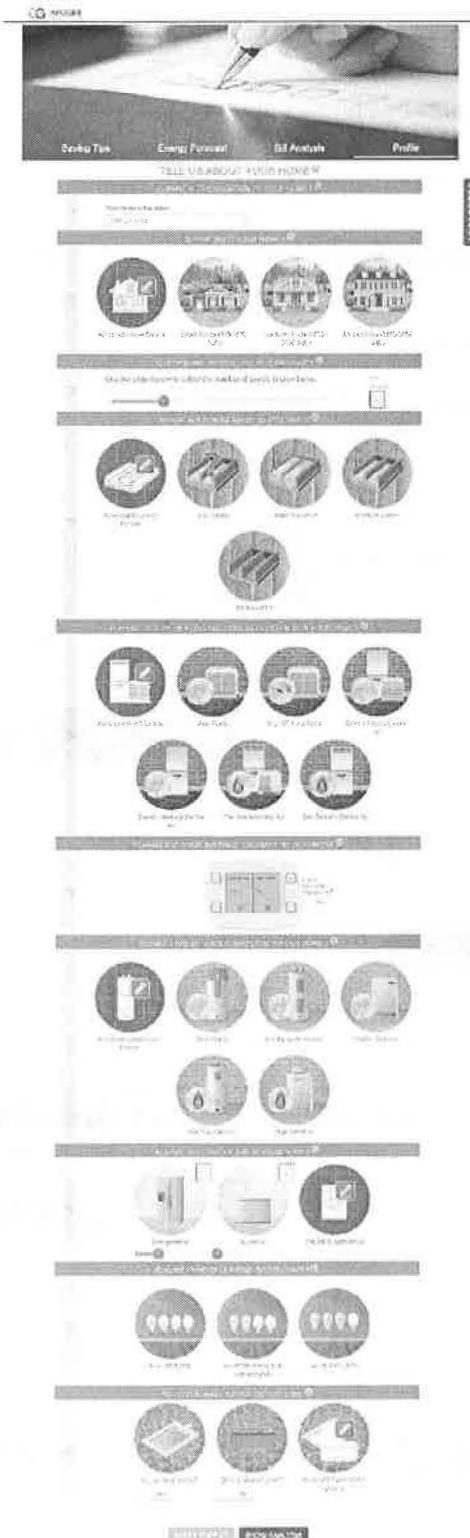
Apogee believes the City of Columbia would benefit from selecting our solutions based on the ability to be uniquely positioned to provide these services:

- We have extensive experience with comparable projects providing municipal utilities with top-performing energy analysis tools and support.
- Our experienced staff has the depth and breadth necessary to provide excellent service to the City and its customers foreseeing challenges and proactively resolving them to ensure our service is highly rated by users.
- Top performing analysis software package verified by RESNET BESTEST-EX evaluation created by the National Renewable Energy Laboratory (NREL) on behalf of the US Department of Energy to determine accuracy of energy use and savings predictions.
- Apogee is fully integrated with the Green Button initiative. Customers are able to securely download their own detailed energy usage with a simple click of a literal "Green Button" on electric utilities' websites and can use that data in the Apogee suite of analysis applications.
- Apogee is a certified Woman-Owned Business Enterprise validating that more than 51 percent of the business is owned, controlled, and operated by a woman.
- Apogee is a certified Microsoft Partner indicating our development team is proficient in the Microsoft suite of development tools and applications.
- Apogee is a Software as a Service (SaaS) provider delivering innovative online energy analysis applications to US utilities. Our client portfolio includes hundreds of municipal utilities including Electric Power Board of Chattanooga, City of San Antonio Public Service, SMUD, OPPD, Electricities of North Carolina, Nashville Electric Service, and Electric Cities of Georgia.
- 22 years strong, we have a history of delivering advanced technologies to more than 600 US utilities that are leaders in energy engagement offerings.
- The most comprehensive energy education, analysis, and engagement platform in the industry confirmed in a 2015 Navigant study.
- A provider of Loyalty Pricing, to assure your price for our applications remain capped as long as you remain a client.

- An assigned account representative who will provide online training, support, and delivery/explanation of monthly usage and profile data reports to ensure you are receiving the expected performance and value from our tools.



APPROACH



Customer Bill Analysis:

Apogee has developed and deployed an online energy audit and bill analysis tool for residential applications. It is called the Energy Advisor. The Energy Advisor is a sophisticated energy use analysis tool based on Apogee's proprietary AuditMation™ Energy Analysis System (AMES). Because of the power of the AMES algorithms, configured for recent actual local weather and energy rates, the Energy Advisor can generate accurate analyses of energy use and costs with only a few commonly known inputs from the customer. As a result of our user friendly interface, supported by our engineering based analysis engine, 7 out of 10 customers complete the survey and get the results page to see their annual usage pie chart, monthly disaggregated totals and a list of recommendations to lower their usage.

A key benefit and another major distinctive of the Energy Advisor is the ease with which your customers can perform scenario analyses to see the impacts of changing energy-use decisions or equipment on their energy bills. The calculator excels in exposing opportunities for savings by displaying accurate estimated energy and dollar impacts as the customer changes assumptions like adding new appliances, people /etc. to the home.

The ease and accuracy of the Apogee Energy Advisor provides tremendous versatility of use and valuable information exchange to your customers.



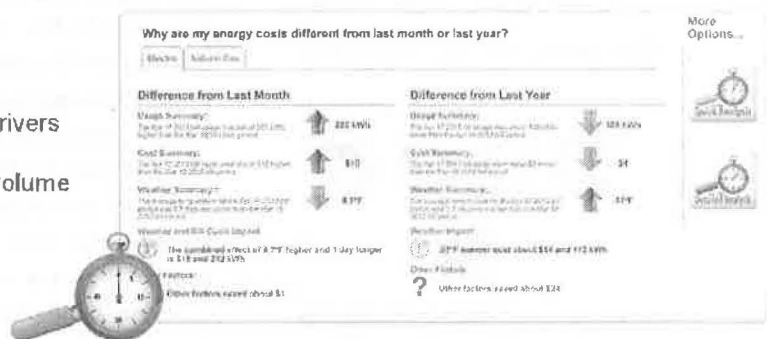
Customer Service Representative (CSR) Bill Analysis:

Like the customer-facing version, the CSR version is a web-based application hosted on Apogee's servers that utilizes the Apogee sophisticated AuditMation™ Energy Analysis System along with your customer account billing history to provide tools that quickly and accurately address customer energy bill concerns.

The CSR can choose the level of detail provided for each situation – respecting the time and knowledge of the customer.

Instant Analysis (In 1-3 seconds)

- Instantly identifies and dollarizes the drivers behind the bill
- Optimized for speed during peak call volume
- No profile inputs required
- Ensures consistent messaging
- Promotes energy education



Quick Analysis (1-3 minutes)

- Only a few home profile inputs required
- Quickly provides bill explanation, recommendations and a custom report
- Promotes energy education
- Provides valuable market research data



Detailed Analysis (5-10 minutes)

Provides comprehensive bill explanation, recommendations, a robust custom report and much more

- Resolves escalated high-bill inquiries over the phone or in person
- Promotes deeper customer education and understanding



Customer Recommendations:

Once your customers have completed the online energy audit, they will be provided with a "Low Cost or No Cost" and "Investment" recommendation section that will allow your customers to see their savings opportunities. All dollar and energy savings in the recommendations sections are calculated using the home profile, bill history, local weather, and home-stock that appropriately reflects what is common in your service territory. Accuracy and ease of use provide the perfect platform to give your customers instant feedback and customer service value.

[Saving Tips](#)
[Bill Analysis](#)
[My Home](#)

WAYS TO SAVE

Insulation Upgrade:
Installing ceiling and floor insulation can save you up to \$423 a year.

EnergyWise Attic Insulation Program
Receive up to \$300 towards upgrading your attic insulation by participating in this EnergyWise program.

Save up to \$423/year

Programmable Thermostats:
Your best money saving tip is using a programmable thermostat. It can save you as much as \$169 a year by holding 68°F for heating and 78°F for cooling when you are home and automatically setting to 55°F for heating and 85°F for cooling when you are away. *Caution:* Older heat pumps should only be adjusted by 2°F for heating to avoid triggering the emergency heat mode.

Save up to \$169/year

Cooling Setting:
If you raise your cooling setting from 74°F to 78°F, you could save as much as \$238 per year.

Save up to \$238/year

Water Heater Upgrade:
If your water heater is aging, consider replacing it with a more efficient model. If your current water heater is fueled with gas or propane, a tankless gas or propane water heater may be your best long run option.

EnergyWise Heat Pump Water Heater Program
Get up to \$500 in rebate with this EnergyWise rebate program.

Save up to \$115/year

Cooling System Upgrade:
Replacing your cooling system with a new high efficiency model can save you up to \$84 a year.

Save up to \$84/year

ENERGY STAR & Appliances:
If you change out your older major appliances in your home to Energy Star® appliances, you could save up to \$68 a year.

EnergyWise Cooling System Tune-Up Program
Get \$10 for Residential Cooling System Tune-Up with this EnergyWise rebate.

Save up to \$68/year

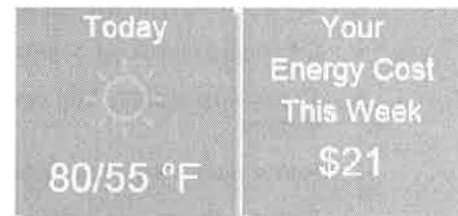
Personalized Video Messaging (PVM):

Customer *Insight* data will identify those specific customer opportunities allowing CWL to leverage Apogee's PVM technology to educate and make a call to action to change out an old water heater, an old refrigerator, etc. or explain a high bill thereby avoiding a call to the contact center. Couple this personalized targeted messaging with CWL rebates, CWL will have a powerful motivator as a call to action from the customer. With every call to action, CWL's customer engagement increases thus customer satisfaction increases.



Energy Forecaster:

Weather forecasts are readily available from any number of sources, but none tell how much energy is going to cost you in the context of that weather forecast—until now! Since weather is the primary driver of changes in bills, our Energy Forecast lets customers see their future energy bills while there is still time to change them.



Your projected electric cost for this week is \$21

The hot weather in Atlanta, Georgia is causing a large portion of the cost.

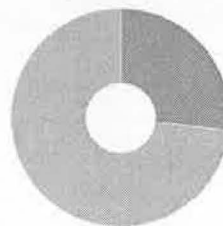


Adjusting your thermostat is an easy way to Save \$\$\$ Use the thermostat below to see how much.

Click the up or down buttons to adjust your thermostat and see your savings!



Your Estimated Weekly Electric Cost



Here are some other tips that can help you save money right now...

Replace Your HVAC & Furnace Filters
Cleaning your distribution ducts, replacing duct filters and repairing discolored air filters in your heating, ventilation and air conditioning (HVAC) system is a great and easy way to drastically improve the efficiency of your air and reduce the amount of energy your system uses to circulate air throughout your home.

Use Your Window Shades
Keep shades drawn in south-facing rooms that aren't occupied on days when you're away to keep your home cool.

Lower Your Hot Water Temperature
Heating water accounts for up to 15% of home energy use. Lowering the hot water temperature to 120 degrees is a no cost measure to help cut costs.

But there's more. Beside the "Energy Cost for this Week" is a green "Save \$" button. Clicking on it takes you to a thermostat where you can make changes to the setting and instantly see the costs or savings associated with having made the temperature setting change.

This is the high-impact educational aspect of Energy Forecaster. Customers and utility professionals alike struggle with the question, "what will changing my thermostat by a few degrees produce in savings?" Well, now you know. And because this kind of education, where the user saw the cost forecast, moved the temperature setting by pressing the up or down button, and saw the impact on their wallets for that change, they are likely to never forget what a few degrees costs. It's powerful learning delivered by a simple application.

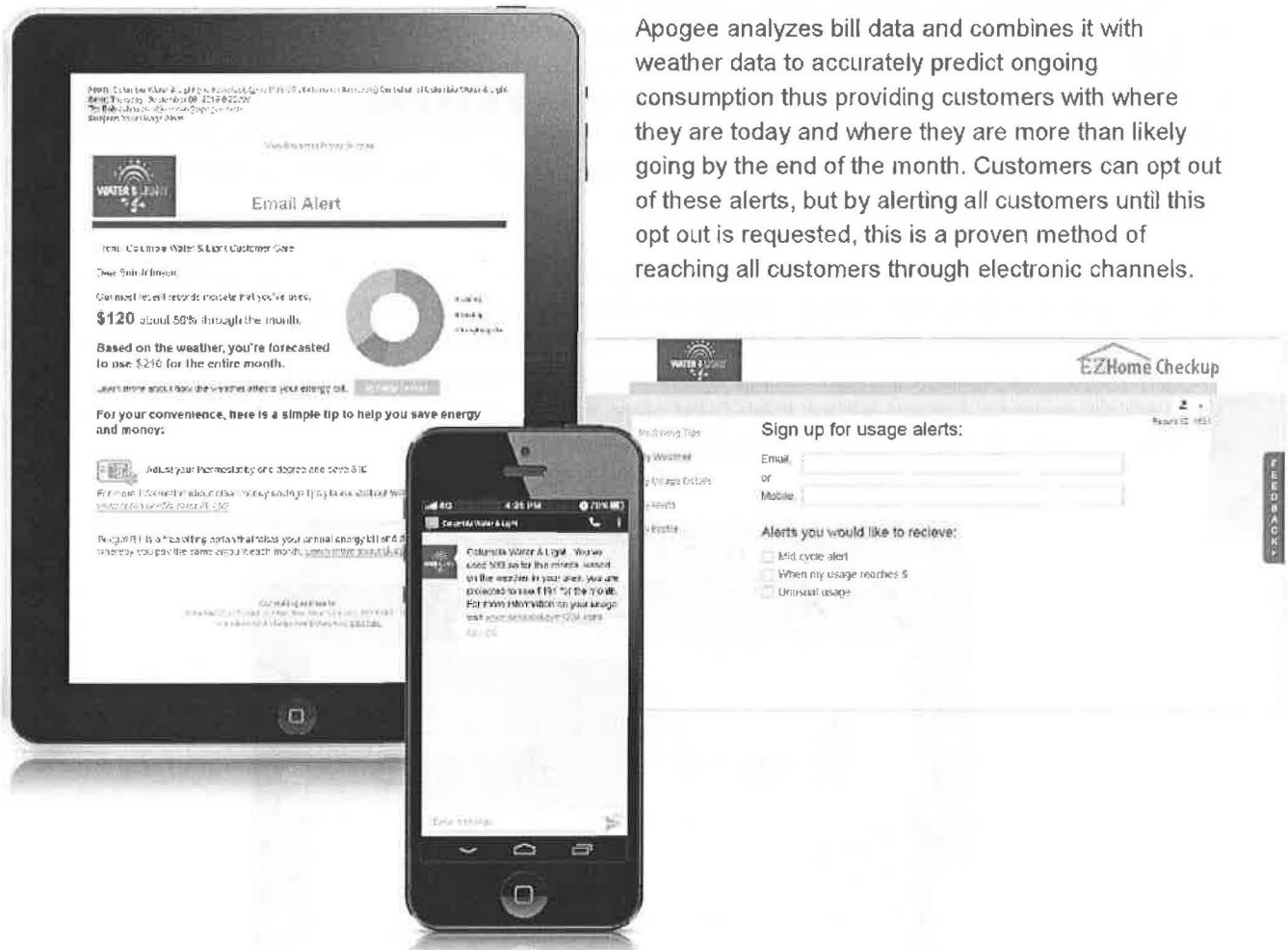
Features Include:

- Energy analysis data customized to CWL's rates and weather
- Quick home checkup featuring recommended savings
- Dedicated space for custom advertising and program promotion
- Thermostat display that demonstrates maximum savings by changing the temperature settings
- Home profile data collection
- Responsive design compatible with a tablet or iPad
- Web analytics to track usage



Bill Alerts

Proactive personalized communication is a key aspect of Apogee's digital engagement platform. Proactive Bill Notifications enable utilities to engage their customers via text, or email and provide customers with energy savings tips to take action if they're headed towards receiving an unusually high bill. Customers can receive a notification mid-billing cycle if their bill is likely to exceed their specified alert parameters. Customers learn to see how weather, seasonal rate changes, and the number of days in the billing cycle affect bills. They also learn how to avoid higher bills right away and into the future.



Apogee analyzes bill data and combines it with weather data to accurately predict ongoing consumption thus providing customers with where they are today and where they are more than likely going by the end of the month. Customers can opt out of these alerts, but by alerting all customers until this opt out is requested, this is a proven method of reaching all customers through electronic channels.

Field Auditing Tool

Apogee's Field Auditing Tool (EnergyInsights™ (EI)) is an advanced application for performing in-home energy audits linked with billing to maximize personnel productivity. EI combines Apogee's proprietary AuditMation™ Energy Analysis System (AMES) with actual customer billing data and in some cases a more detailed online input form to provide a detailed energy analysis and an automatically generated color-illustrated audit report. EI can be used in a residential or commercial environment.

Additional depth is achieved by computing and displaying what cost savings are likely by making the recommended changes to homes or commercial buildings. EI actually compares the building's energy use and costs to a "typical building" with the same attributes as the user's home or business. This comparison is displayed on the screen broken down by major energy use categories and adjusted for weather impacts. EI automatically generates a personalized report to the building owner, providing details of the results of the analysis, with recommended actions, and economics. Included is a clear indication of the building's performance as compared to a "typical building" with the same attributes on a month-by-month basis.

Energy Insights gives utility customers an understanding of the specific steps they can take to lower their energy consumption. They can perform an online energy analysis of their facility, using an engaging interface and a technically robust integrated calculator. They can conduct scenarios to quickly understand the savings they can achieve through making a certain change to the facility. Then, they can automatically generate a report guiding them to the steps they can take to achieve energy savings in their home or business. The solution includes the following functionality:

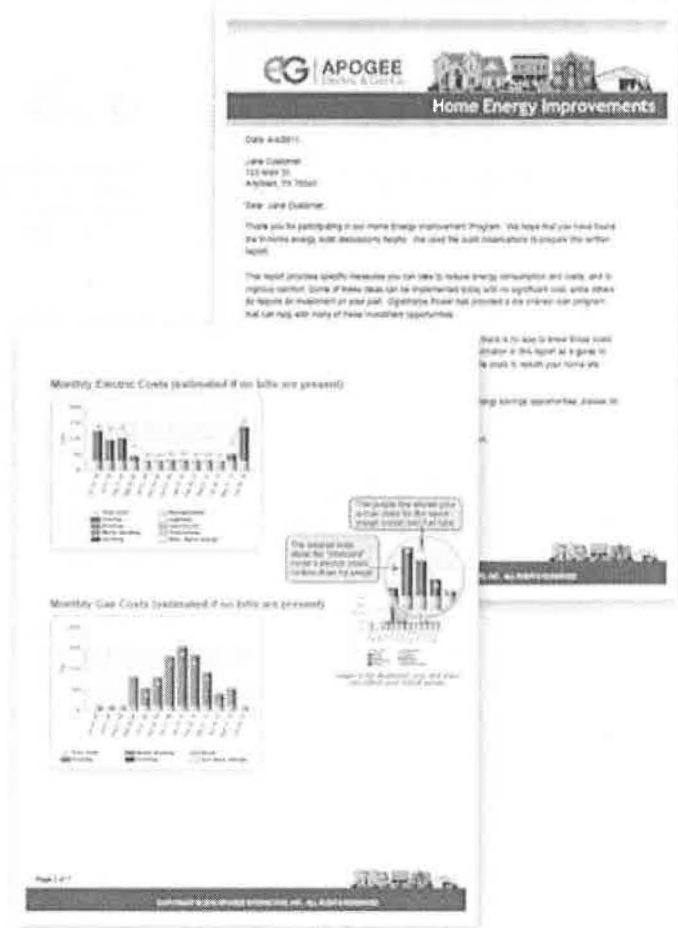


- Define the characteristics of and the systems used in their residential or commercial building based on their online session
- Breakdown of their projected energy use
- Describe the potential changes the customer is considering based on their online session
- Provide estimates of the potential savings they can expect to achieve from those options
- Recommend other options for savings and the projected savings from those options
- Describe the available utility offered rebates
- Provide all of the above in an on-screen presentation
- Provide all of the above in an automatically generated report with:
 - Personalized letter
 - Summary of estimated energy use
 - Recommendations and financial summary
 - Descriptions of Rebates offered
 - Color Illustrations

Level 1 Audit: for customer self-service; linked to customer billing data and using the Energy Advisor as the interface; auto-generates an audit report with recommendations for savings and basic economics; performance of the residential building is provided in comparison with a "typical home" with the same attributes as the customer's home;

Level 2 and 3 Audits: for utility employees or contractors, linked to customer billing data and using more detailed input screens; auto-generates an audit report with recommendations for savings and basic economics; performance of the residential building is provided in comparison with a "typical home" with the same attributes as the customer's home;

For all three levels of online residential audits, the user would be able to set up a profile for their residential building, save that profile, and edit that profile in the future. This profile would be established and maintained within the utility's customer secure log-in environment.



Full Details Captured in the Home

- Can use iPad, Tablet, or any standard laptop
- Optimized for Apple Numbers controls
- Optimized for Microsoft Excel controls
- Bill disaggregation and bill agreement graphs
- As details are refined/added while in home
- Explanation of the bills is visual – compelling
- Seasonal and non-seasonal issues identified
- Prompts focused review of opportunities in home

Carbon Savings can be included in the billing history comprehensive report.

How does my home's energy use impact the environment?

My Home's Environmental Impact

4,997 lbs
carbon / year

Did You Know...



Do your part to reduce air pollution and save money. Carpool to work if you can.



Planting deciduous trees near your house to shade it during the summer.



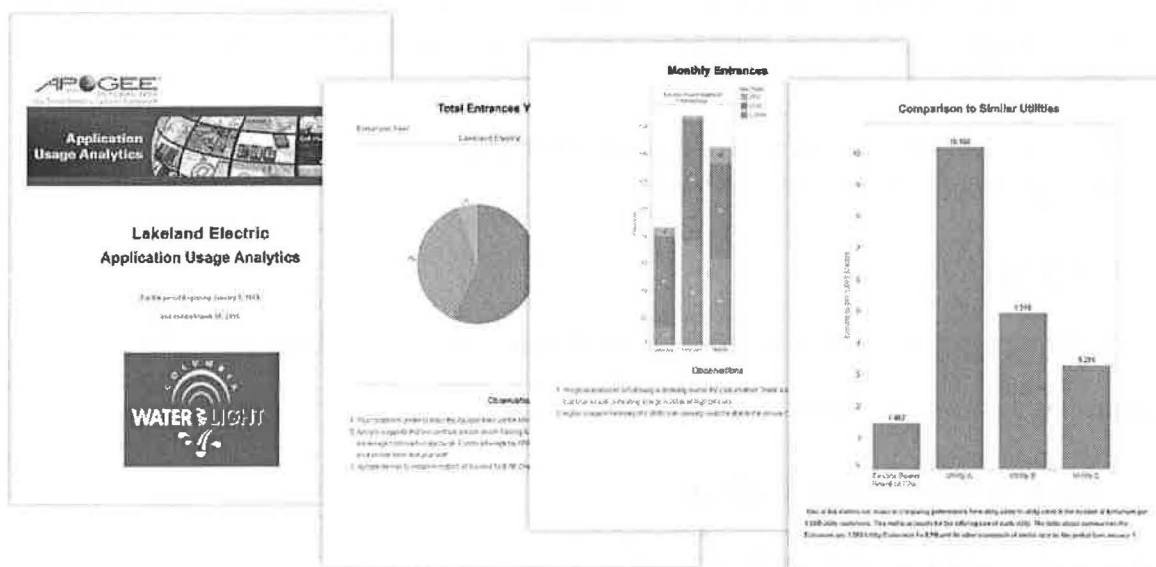
Using solar powered walkway lighting to provide safe energy efficient night lighting.



Recycle your plastic, paper, and glass to reduce waste going to landfills.

Reporting

Apogee tracks and databases every click a user makes, so almost any level of detail reporting is possible. Most utilities request completion information. Some also use the profile data to target homes with characteristics making them likely candidates for programs. Apogee will work with CWL at set-up to be sure we track the information that is important to CWL and refine that reporting as it is necessary to accomplish your goals. These are examples of a "success" report provided.



We offer two approaches to analytics:

1. Apogee clients are provided an administrative tool where they can access the database themselves and pull down a variety of usage reports.
2. Most clients prefer we produce reports for them. We establish the format and detail for the reports at project initiation and deliver them with whatever frequency the utility prefers. Most chose monthly or quarterly.

TRAINING & IMPLEMENTATION

Complete and thorough training on all aspects of product installation, use and configuration.

Applications:

Apogee's training is customized to the specific applications and the audience. Apogee will do in-person initial training that is designed for the specific circumstances – applications implemented and the specific audience being trained (for example, field representatives, call center representatives, marketing personnel)

Apogee will work with you to design a training program that accomplishes the training needs. That is often a composite of "train the trainer" and "train the user."

Timeline:

Apogee will host a project review conference call every week until implementation is complete.

September 1, 2016: Project Kickoff

- Introduce team
- Explain process, set goals & objectives
- Discuss functionality
- Determine timeline based on functionality

September 2, 2016 to September 15, 2016: Web Service need to be available from CWL

September 15, 2016: Detailed Design Specification Accepted

September 16, 2016 to September 29, 2016: Software Development

September 29, 2016 to October 13, 2016: Review & Revision

- Development link provided to CWL team for review
- CWL provides feedback (changes in fonts, sizes, colors, graphics, etc....)
- Apogee modifies design based on feedback

October 13, 2016 to October 27, 2016: Testing

- Apogee quality control reviews site for errors and correct as needed
- CWL reviews the development link to provide additional feedback on any errors or bugs

October 27, 2016 to November 3, 2016: Training

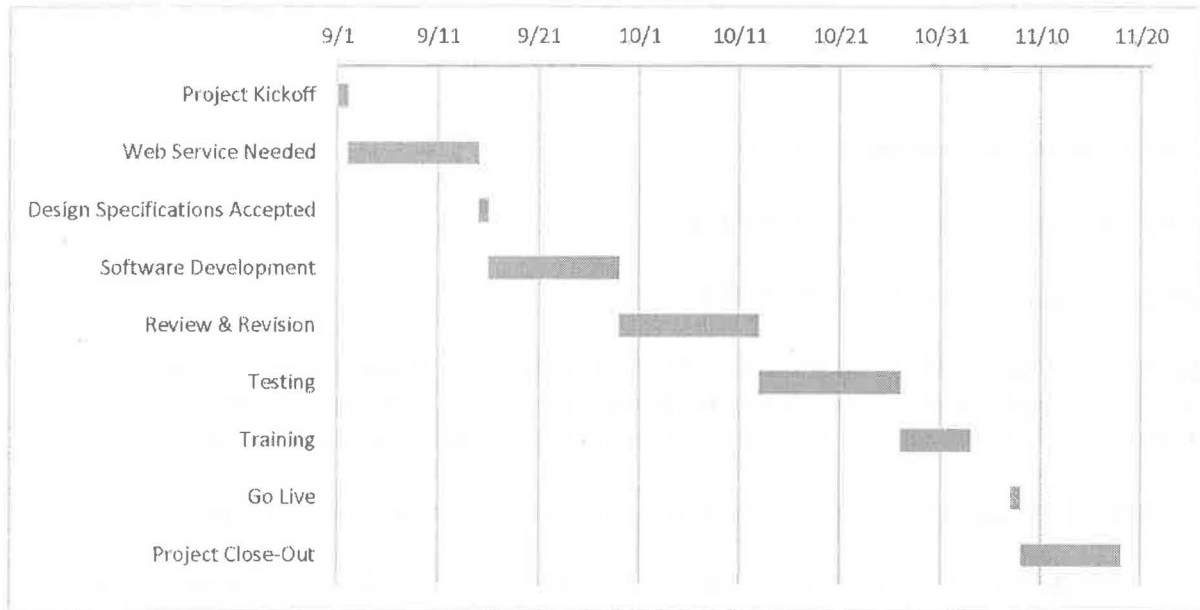
- Apogee provides training 1-2 weeks prior to going live via webinar
- Additional training available as needed

November 7, 2016: Go Live

- Final review by Apogee team
- CWL is provided with final links

November 8, 2016 to November 18, 2016: Project Close-Out

- Project Performance Review Interview
- Finalize Monthly Analytics Report
- Monthly Rhythm Meeting to Review Analytics



****Note:** this timeline is based on the required solutions from the Functional Requirements form. Assume a 2-3-week extension in the total timeline if other desirable solutions are chosen.

Use of Outside Contractors

All work will be performed by our employees.

- a) **Statement of your understanding of the work and work plan. Include a description of the activities, and tasks that shall be undertaken to complete each of the objectives listed, but not necessarily limited to the specific objectives listed.**

See response to g) above

2. **INSTALLATION AND IMPLEMENTATION:** Describe your firm's approach to installation and implementation. Offeror shall explain the installation process and include the expected time line and responsibilities of each party (client and vendor) during the implementation.

Project Plan

Apogee uses a structured approach to the implementation of online energy efficiency and bill analysis applications for our clients. The following is a list of major activities as implemented by Apogee for projects such as this.

Timeline:

Estimated Start Date – September 1, 2016

Estimated Completion Date – November 7, 2016

Execute Contract: This step constitutes CWL's approval of the project.

Project Kickoff Meeting: This is the first official step of the project and occurs within a few days of the executed letter agreement / contract. During this meeting, the major members of the team from both sides are introduced. Responsibilities, major milestones, and communication channels are defined.

Information Gathering from CWL: Apogee begins the process of obtaining necessary input.

CWL Input: At this point, to move forward we require all of the following information and input from CWL, including:

- High resolution company logo
- Weather zones (weather and rates)
- Decision on website application implementation (e.g., separate window or within AP i-frame;)
- Input on audit input screen selections

Application Personalization for CWL: Once all the information is received from CWL, Apogee begins the process of preparing the configured applications; this is the heart of the project, conducted by Apogee's production group in the Atlanta office.

Establish Link to Customer Billing System: In parallel, we would work out the XML data transfer using a web service to establish communications between Apogee's applications and CWL's customer billing system.

Marketing Meeting: Our marketing manager holds a separate phone conversation / meeting with utility personnel to discuss and define a personal marketing plan for the utility; this is conducted in parallel with other project steps. In some cases, this meeting is conducted on-site.

Verification Meeting with CWL: Apogee schedules a webinar-based meeting to review the function of the prepared applications. CWL would be provided links to independently review the function of the applications.

CWL Approval: Need to have participation in the application verification meeting; this would involve some commercial representatives with knowledge of certain commercial building attributes and energy bills; this is the final step of potential fine tuning of the application; following the successful conduct of this session, CWL would provide final sign-off of the applications.

Delivery of Final Links to CWL: Once any final comments and input are incorporated into the applications, Apogee will formally deliver to CWL the links to the completed applications.

Training: Apogee would work with CWL to schedule and conduct the initial training for utility personnel. Follow-up training would be conducted later as necessary. That training might be in-person and/or via webinar. Apogee also supports train-the-trainer training.

CWL Input: Need to schedule training sessions and coordinate attendance of various groups at the utility (for example, field representatives, customer services representatives, engineers;)

Go Live: CWL would locate the links for the completed applications on the CWL web site; location of the links in multiple locations is encouraged.

CWL Action: It is the utility's responsibility to locate the links for the completed applications on the utility website.

Commence Web Analytics and Project Closeout Review: Apogee begins the process of monitoring customer traffic to your online applications and providing periodic reports to the utility.

Long Term Support: Apogee provides continuing support of the utility by

- Making adjustments to the applications, colors, logos or other elements as necessary
- Regularly updating the weather
- Updating the rates as necessary
- Performing additional utility training
- Providing ongoing marketing support
- Ensuring a high degree of reliability of the online applications

Apogee will host a project review conference call every week until implementation.

SUPPORT

Apogee has an entire team of client service representatives, who are dedicated to addressing specific questions or issues from clients. Apogee will provide initial training, in person, with the appropriate CWL staff and additional refresher courses on an annual basis. CWL will have one point of contact for these sessions. Upon CWL's request, Apogee will provide webinar-based training to additional internal CWL staff outside of the Customer Service staff.

We also offer, at no additional cost, marketing support for e-newsletters, advertising, articles, etc. (see Apogee's online marketing resource center at www.apogee.net/marketing-resources/). Apogee will work with CWL to select the best portfolio to promote the solution.

Apogee's full toolkit provides the call center staff with an instant summary of the homeowners' energy use changes so that, if and when they call the call center, the CSR can respond to the most common question: Why is my bill so high?

All ongoing support is included in the annual subscription and are covered at no additional cost. Maintenance and upgrades to each solution proposed in this response are done at no additional cost as well.

FIRM EXPERIENCE

Stability of Our Workforce:

Over the last 10 years, Apogee's work force runs between 30 and 40 fulltime employees who design, build, support and sell our applications. Our implementation and support team we are a stable, tightly-knit group with many years of experience working together delivering and supporting online applications for our utility clients.

As testimony to our culture and commitment to one another, we have recently had two employee retirements with 18 and 20 years of service to the company. Unusual for a software development company, 25% of our workforce has been with the company for more than 15 years and another 25% has more than 5 years with the company. Our culture fosters trust and loyalty between management and employees, business partners and clients. We value high standards and have been successful attracting and retaining employees, partners and clients who value the same.

Years of Experience

...with the system. Everyone working at Apogee has the same tenure working with the proposed system as they have days employed here. That is because our online energy analysis applications are all we do and everyone is dedicated to the ongoing growth and support of our applications.

Professional Credentials

Apogee has the following professional designations, affiliations, and certifications.



The Residential Energy Services Network or RESNET is the national standards-making body for building energy efficiency rating and certification systems in the United States. Users of their ratings include builders, contractors, the Federal government agencies IRS for tax credit qualification, U.S. Environmental

Protection Agency for ENERGY STAR labeled homes, and the U.S. Department of Energy. Apogee submitted our analysis results in the RESNET assessment of energy software performance and was accredited at the highest "Diagnostic" level and ranked most accurate of all the providers at predicting energy use and energy savings. Our results were within 10% of the correct answer 90 percent of the time. Our nearest competitor was only within 20% of the correct answer with their predictions. This achievement resulted in Apogee's software, known as the AMES analysis engine, being accredited for IRS tax credit qualification, Energy Star labeling, and to compute HERS Ratings. Other survey tools in the competition were deemed merely able to collect data on the home.

ACCURACY LEVELS

Highest Diagnostic Level
Retrofit Savings
HERS Ratings

Diagnostic
Blower Door
Duct Blaster

Survey Tools
Data Collection



Apogee is fully integrated with the Green Button initiative, an industry-led effort that responds to a White House call-to-action to provide utility customers with easy and secure access to their energy usage information in a consumer-friendly and computer-friendly format.

Customers are able to securely download their own detailed energy usage with a simple click of a literal "Green Button" on electric utilities' websites and can use that data in the Apogee suite of analysis applications.



Apogee is a certified Woman-Owned Business Enterprise validating that more than 51 percent of the business is owned, controlled, and operated by a woman.

Apogee is a certified Microsoft Partner indicating our development team is proficient in the Microsoft suite of development tools and applications.

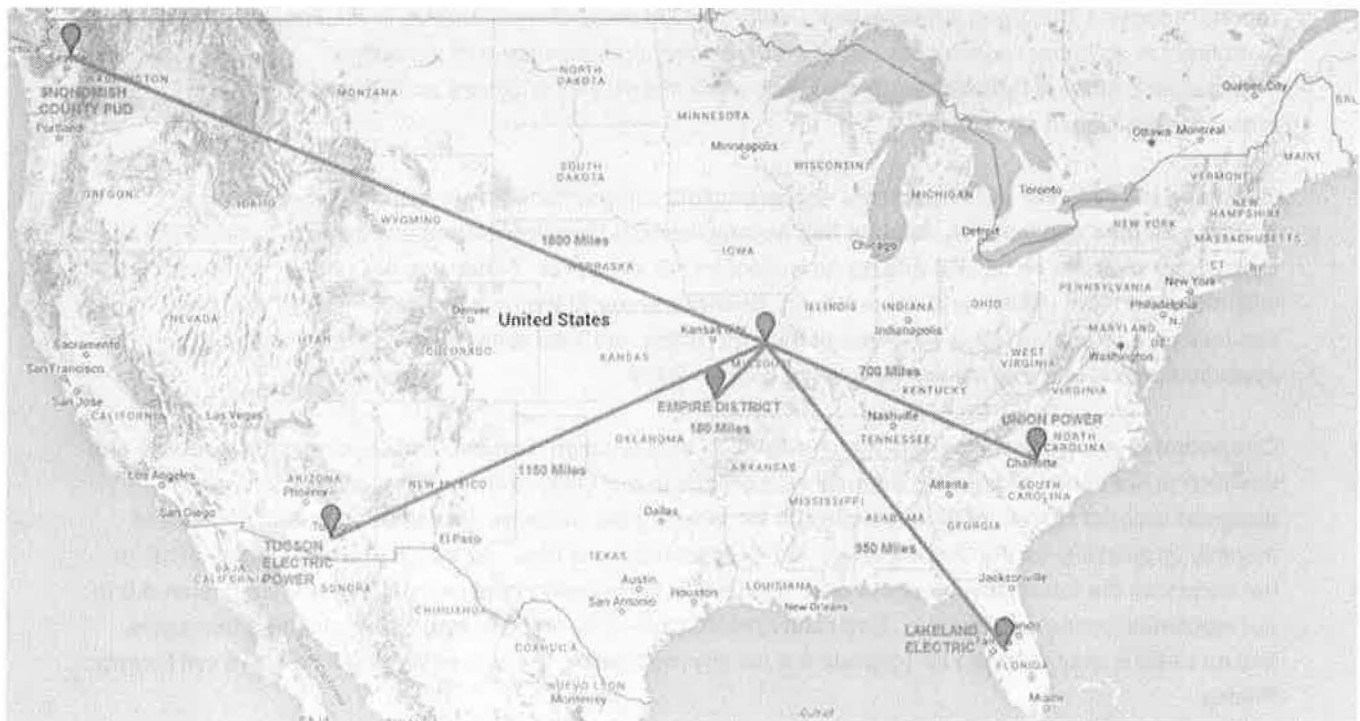


Experience with Similar Projects

Describe your firm's experience with projects of similar scope and size. Include project name, total sale amount, distance from City of Columbia, and a customer contact that we may reference.

Utility/Project Name	Distance from City of Columbia	Contact Name and Number	Description
Empire District	See map below	Julie Maus Director of Corporate Communications 417-625-5101	Billing integrated online home energy analysis. Multiple libraries, resources, and calculators for customers to use on the public facing site, as well as behind the billing portal. Analysis tool available to CSRs. Scheduled to move over to Apogee's Energy Advisor platform in 2016.
Snohomish County PUD	See map below	Cathy Anderson Program Manager 425-783-1798	SnoPUD originally purchased the HomeEnergySuite back in 2009 and had been using that alone up until 2014. They expanded to include customer facing Billing Insights as a pilot for the first 6 months to see how the additional offering would do. With some extensive marketing around the tool, we were able to achieve their goals and add on the billing insights application as a permanent solution for the next 2 years, getting with the Energy Advisor.
City of Lakeland	See map below	Dave Kus Assistant General 863-834-6575	Comprehensive energy efficiency platform including developing and launching their website, enabling Apogee's full suite of energy education and analysis offerings including Energy Advisor, which allows customers to do their own audit of their home, Personalized Video Messaging, Energy Summary Reports, CSR toolkit for resolving high bill concerns, billing integration, special purpose calculators, and the ability for customers to set their preferences for alerts and alarms related to their bills.

Utility/Project Name	Distance from City of Columbia	Contact Name and Number	Description
Union Power	See map below	Luanne Sherron VP Communications and Key Accounts 704-220-0703	Billing integrated online home energy analysis. Multiple calculators for members use online. Analysis tool available to CSRs. Progress Insights (My Energy Report) sent to 20,000 members since early 2014. Currently in pilot period with PVM
Tucson Electric Power	See map below	Ray Martinez Program Manager II Products & Services 520-307-5310	Using both residential energy solutions and commercial energy solutions to offer more customer engagement solutions for their residential customers and commercial auditors.



Apogee History and Experience

Celebrating 22 years in business serving the energy utility industry, Apogee Interactive is a Woman-owned business founded by Susan and Joel Gilbert, P.E. Prior to incorporating Apogee, both founders



served more than a decade as consultants to the utility industry: Susan doing residential and commercial energy auditor training and marketing and DSM program planning, and Joel consulting with the nation's largest utilities and their largest industrials on energy master plans.

Their vision for the firm was to leverage technology to deliver the consulting services they had been performing in person. Initial products offered to the marketplace were on CD-ROMs. Then, the Internet was born and the business shifted gears converting hundreds of thousands of scripts, images, animations, and analysis engines for easy access and use on utility websites.



Over the years, the firm has grown from delivering primarily utility-employee training to powering online analysis tools for customer self-service, instant answers for CSRs answering billing questions, preparation of energy audits for field auditors, delivering interactive elementary and high school energy education programs, and providing C&I energy support applications. Today, according to a 2015 Navigant report, *"Apogee's Customer Engagement Platform is the most comprehensive in the industry. It reaches customers in so many ways by educating and providing personalized and meaningful information to change behavior while providing utility clients with business analytics to make good business decisions."*



Beginning in 1994 with 75 utility clients who essentially funded the start-up company by paying in advance for their applications, Apogee has accomplished unparalleled client loyalty maintaining 98% of their clients over the years and adding new client's year after year. Today, we are under contract directly with more than 200 utilities and associations. Because some of these organizations purchase our services as aggregators for all or some of their members, our total reach of availability for Apogee applications exceeds 650 utilities by a count done in 2015.

One secret to Apogee's success is the combination of innovation, commitment to our clients' success and devotion to the cause of bringing unmatched services to our utility clients. Every utility client has an assigned account representative responsible for assuring our services deliver some metric of success monthly or quarterly as the client wishes. This representative is also responsible for keeping all of his or her clients on the latest version of our ever-evolving and improving applications. We are on version 6.0 of our residential online applications. Each conversion is carefully orchestrated by our account managers, and no utility is ever charged an upgrade fee for any application, a concept we originated and call Loyalty Pricing.

Apogee's Loyalty Pricing is another success element. A utility's annual subscription price is never raised as long as they are under continuous contract. While the applications improve from user feedback and utility client input, the price never goes up. Some clients are paying today a fraction of the cost to new clients because of this Loyalty Pricing. We strive to give our clients every reason to come onboard with our services early and to have no reason to ever leave.

Our commitment to service excellence has driven us to perfect the accuracy of our online analysis engine. It is top ranked at the Highest Diagnostic Level in the country by the RESNET accrediting organization for its accuracy and consistency in predicting energy usage and potential savings.

EMPOWER PLATFORM

In 2016, we launched the EMPOWER Digital Engagement Platform that pulls together all elements of our comprehensive tool-kit including Home Advisor (online audit), Personalized Video Messaging, iPad field audit, Energy Summary Reports, Mid-cycle Alerts and Alarms, and our Small Business Toolkit.

Our next endeavor, currently in R&D, is Precision Temperature Monitoring (PTM) that will take home energy monitoring to a new level. This revolutionary break-thru is analogous to what a health monitor does for the body, but for the home. A small USB size temperature monitoring device is placed in the home and via Bluetooth conveys precise temperature changes to the cloud where the information is processed through our analytics and a graphical interpretation of the data is sent back to display on an iPhone or any mobile device.

This ability to assess the home's or business's envelope and system operation has the potential to change the way utilities engage and interact with customers.



RESNET Accreditation

ACCURACY LEVELS

Highest Diagnostic Level

Retrofit Savings
HERS Ratings

Diagnostic

Blower Door
Duct Blaster

Survey Tools

Data Collection



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Apogee Interactive, Inc.		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) 100 Crescent Centre Parkway, Suite 450	Requester's name and address (optional)	
6 City, state, and ZIP code Tucker, GA 30084		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
5	8	-	2	1	4	4	9	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ John F. Moore

Date ▶ 06/28/16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.


If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

EXHIBIT B

STATEMENT OF BIDDERS QUALIFICATIONS

1. **NAME OF BIDDER:** APOGEE Interactive, Inc.
2. **BUSINESS ADDRESS:** 100 Crescent Centre Parkway, Suite 450, Tucker, Georgia, 30084
3. **Date Organized:** 1/1/1993
4. **Date Incorporated:** 1/1/1995 **Federal Tax ID:** 58-21-44993
5. **If NOT INCORPORATED, state type of business and provide either Federal Tax ID, or Social Security Number.**
6. **Is your firm a certified DBE or WBE? If so, what agency are you certified through?**
 Apogee is a certified Woman Owner Business by Women's Business Enterprise National Council (WBENC)
7. **Number of years engaged in contracting business under present firm name:** 22
8. **If you have done business under a different name, please give that name and location.**
9. **Percent (%) of work done by own staff:** 95 percent
10. **Have you ever failed to complete any work awarded to your company?** No
11. **Have you ever defaulted on a contract?** No

12. List a minimum of three projects completed within the last two years for same type of work as described herein, including value of each. Include contact names, telephone numbers, dates/locations of work performed with brief description of work done. Use separate sheet if necessary.

Utility	Value	Contact Name and Number	Description (All work is performed in the Atlanta Apogee HQ Offices)
East Kentucky Power Company	** (see below)	Joe Settles Marketing Service Manager 859-885-2106	Integrated with 16 member cooperatives billing systems (SEDC and NISC SmartHub). BI is member facing. Also launched tablet Energy Insights. Partnered with Direct Technologies on this project. DT gives G&T's the ability to track all their co-op DSM programs on one platform and then report all savings and any program related data using their tool.
Old Dominion Electric Cooperative	** (see below)	Erin Puryear Manager of Member Services & Energy Innovation Planning 804-290-2180	Personal Video Messaging using both bill explanation and PSA type videos. Currently have 5 cooperatives sending billing integrated videos. A total of approximately 355,000 emails have been sent over the past 12 months. That number also includes beat the peak emails as well. PSA videos include: Beat the Peak, Winter Storm Advisory, Hurricane preparedness, strong storm preparedness, annual meeting, AC switch.
Tucson Electric Power	** (see below)	Ray Martinez Program Manager II Products & Services 520-307-5310	Using both residential energy solutions and commercial energy solutions to offer more customer engagement solutions for their residential customers and commercial auditors.

***Budgets for Apogee client engagements vary based on utility size, amount of customization required, and the number and complexity of applications deployed. We do not make our client agreements public.*

13. List of projects currently in progress. Include same information as in Item 12 above. Use a separate sheet if necessary.

Apogee is a Software as a Service provider with a 95% retention rate for utilities going live with our software and remaining with us as clients. We have more 200 directly served utilities or aggregators for utilities and through them, make our services available to more than 600 utilities nationwide.

We routinely convert our clients to the latest version of our software and are currently converting these utilities from our v5.2 to v6.0. Over the next several months we will be moving clients over from the v5.2 platform to the v6.0 platform, which can be completed in as quickly as a week for each conversion.

Each year, we add new utilities to our client list, which involves holding kick-off meetings, rhythm meetings, performing customizations and verifications for the applications and ultimately conducting training for the utility staff. We currently have these projects under development or nearing completion:

Utility	Value	Contact Name and Number	Description (All work is performed in the Atlanta Apogee HQ Offices)
City of Lakeland	**(see below)	Dave Kus Assistant General 863-834-6575	Comprehensive energy efficiency platform including developing and launching their website, enabling Apogee's full suite of energy education and analysis offerings including Home Energy Advisor, which allows customers to do their own audit of their home, Personalized Video Messaging, Energy Summary Reports, CSR toolkit for resolving high bill concerns, billing integration, special purpose calculators, and the ability for customers to set their preferences for alerts and alarms related to their bills.
Southern California Edison	**(see below)	Pam Phillips Marketing Manager pamela.phillips@sce.com	Small Business Energy Summary Reports Pilot consisted of taking a batch of SoCalEd's small business customers billing histories and their associated SIC code and processing them through our Commercial Energy Analysis engine to create annual summaries of where the business's energy dollars went as a pie chart and disaggregated by end use by month so they can see the weather impact on their bills. These reports were created as PDFs by Apogee for hundreds of customers and sent to SoCalEd's mail house for distribution to customers.

Utility	Value	Contact Name and Number	Description (All work is performed in the Atlanta Apogee HQ Offices)
Old Dominion Electric Cooperative	** (see below)	Erin Puryear Manager of Member Services & Energy Innovation Planning 804-290-2180	Personal Video Messaging using both bill explanation and PSA type videos. Currently have 5 cooperatives sending billing integrated videos. Ongoing maintenance and support of these outbound communications are being done routinely.
Eversource Energy Efficiency and Conversion	** (see below)	Ron Araujo Manager 860-665-4751	Eversource wanted to try the new concept of sending personalized video messages to their gas customers to educate them about energy efficiency measures relevant to their homes and about conversion opportunities for oil users. Four different movies were created and distributed to thousands of customers and prospective customers in their Connecticut service territory.
Union Power	** (see below)	Luanne Sherron VP Communications and Key Accounts 704-220-0703	Billing integrated online home energy analysis. Multiple calculators for members use online. Analysis tool available to CSRs. Progress Insights (My Energy Report) sent to 20,000 members since early 2014. Currently in pilot period with PVM

***Budgets for Apogee client engagements vary based on utility size, amount of customization required, and the number and complexity of applications deployed. We do not make our client agreements public.*

Functional Requirements: Priority Definitions	
H	This is a feature the software must be able to perform
M	This is a feature that would be desirable
L	This is a feature that is of interest but is not a requirement

Vendor Offers: Definition	
Y	Functionality is provided within the current software proposal.
C	Functionality is customizable at an additional cost
F	Functionality will be provided in a future release of the software
N	Functionality is not provided by the software

Item #	Application Requirements	Priority	Vendor Offers	Included/Add'l	Comments
Software Functionality:					
1	Software must be flexible and user friendly and provide a customers information graphically, pictorially, or in other easily understood formats.	H	Y	Included	This requirement is included in Apogee's proposed solution at no additional cost
2	Would like to have a web based system so it can be used anywhere - software can be hosted by the City or by the company - would like the option	H	Y	Included	This requirement is included in Apogee's proposed solution at no additional cost
3	Software must use actual customer data, when requested, and maintain security for presentation of that data. The city is using a Harris Product - Advanced Utility Billing System.	H	Y	Included	This requirement is included in Apogee's proposed solution at no additional cost
4	Customer Service Reps (CSR) in the Utility Billing area must be able to access the software and assist customers with questions about usage, weather impact and cost fluctuations to insure that the customer and CSR are looking at the same information.	H	Y	Included	This requirement is included in Apogee's proposed solution at no additional cost
5	The software needs to analyze multiple rates and tiers (WL uses a 4 tier inverted block structure in summer and a 3 tier block in non-summer).	M	Y	Included	This requirement is included in Apogee's proposed solution at no additional cost

6	Software must provide quick/short on-line energy audits and analysis to the residential customers permitting 10 or less inputs of data.	M	Y	Included	This requirement is included in Apogee's proposed solution at no additional cost
7	Software must provide indepth online energy audit capabilities including thermal envelope, appliances, hours used, HVAC type - age, settings, water heating unit, pools, spas	M	Y	Included	This requirement is included in Apogee's proposed solution at no additional cost
8	Software should offer the ability to perform audits in the field using the same analytical functionality for consistency purposes. Field audits should perform on an Ipad or any mobile device capable of running excel with no need for internet access.	L	C	Additional	This solution is included in the proposal but considered an additional cost since it is not required. Pricing is broken out under the CWL Desired Solutions chart.
9	All audits listed above should provide suggested efficiency improvements, cost estimates, savings estimates - for both the quick and short as well as the indepth functions	L	Y	Included	This requirement is included in Apogee's proposed solution at no additional cost
10	Software should also provide analysis for the customer showing the impact of weather, rate changes, number of billing days and other impacts the utility may identify.	H	Y	Included	This requirement is included in Apogee's proposed solution at no additional cost
11	Software needs to be able to forecast bills and usage for a customer. Needs to include capability to use smart grid data and weather forecasting for the purpose of projected bills for our utility customers.	M	C	Additional	This solution is included in the proposal but considered an additional cost since it is not required. Pricing is broken out under the CWL Desired Solutions chart.
12	Ability to use software on any type of platform: PC, tablet, phone etc.	H	Y	Included	This requirement is included in Apogee's proposed solution at no additional cost

13	Ability to send alerts to the customer via e-mail or text. Specific types of alerts possible....i.e. bill sent, peak alert, etc.	H	C	Additional	This solution is included in the proposal but considered an additional cost since it is not required. Pricing is broken out under the CWL Desired Solutions chart.
14	Allow for personalized video messaging to customers. Would like a user friendly tool that uses customer data explaining the customer bill. Video can also be customized to the data the utility wishes to send out. Notices about new energy saving programs, rate changes, etc.	H	Y	Included	This requirement is included in Apogee's proposed solution at no additional cost

Reports:

15	Ability to generate reports of relevant customer data.	M	Y	Included	This requirement is included in Apogee's proposed solution at no additional cost
16	Ability to export data from the system into standard format - excel or CSV files.	M	Y	Included	This requirement is included in Apogee's proposed solution at no additional cost
17	Reports should include a listing of all inputs as well as a summary of all output data.	M	Y	Included	This requirement is included in Apogee's proposed solution at no additional cost
18	Reports should provide data to customers that help them understand the change in usage or energy cost from one year to the next or from one month to the next. Also needs to provide comparison from one month to the prior year same month.	M	Y	Included	This requirement is included in Apogee's proposed solution at no additional cost
19	Reports should provide the ability for a customer to compare to a peer group and determine their carbon footprint based on the fuel mix information supplied by the utility.	L	Y	Included	This requirement is included in Apogee's proposed solution at no additional cost

Integration:

20	Software must integrate with our current utility billing system. The city is in the process of implementing the CIS Advanced Utility billing system which is a Harris product.	H	Y	Included	This requirement is included in Apogee's proposed solution at no additional cost
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21	Software integration includes customer account number, address, electric consumption, applicable rate for the customer	H	Y	Included	This requirement is included in Apogee's proposed solution at no additional cost
22	Software should be able to access and integrate local weather data source. Example - http://agebb.missouri.edu/weather/stations/sanborn/	H	Y	Included	This requirement is included in Apogee's proposed solution at no additional cost
23	Software should allow links to and links from other web applications.	H	Y	Included	This requirement is included in Apogee's proposed solution at no additional cost

125/2016 Utility Bill Analysis and Customer Education Software - Exhibit D

Legal Terms and Conditions Compliance Checklist

Proposal responders are to mark the Comply, Exception, or Not Comply column. Comply indicates the proposal responder understands and agrees to comply fully. Exceptions must be fully explained on the bottom portion of this page. The Client reserves the right to reject any proposal for non-compliance with one or more of the specifications.

#	Title	Comply	Exception	Not Comply	Comments
1	Scope of the Agreement	X			
2	General Conditions and Requirements	X			
3	Identification of Parties to the Agreement Clause	X			
4	Insurance	X			
5	Hold Harmless Agreement	X			
6	Professional Oversight Indemnification	X			
7	Patents, Copyrights, and Proprietary Rights Indemnification	X			
8	Term and Termination	X			
9	Effect of Regulation	X			
10	Non-Performance Escalation Procedures	X			
11	Liquidated Damages	X			
12	Nature of City's Obligations	X			
13	Vendor as Independent Contractor	X			
14	Governing Law and Venue Clause	X			
15	General Laws	X			
16	Public Records Act	X			
17	Equal Opportunity Employment/Nondiscrimination	X			
18	Employment of Unauthorized Aliens Prohibited	X			
19	Warranties	X			
20	Control of Sub-Contractor, Project Team and Project Manager Designation	X			
21	Confidentiality	X			
22	Shipping of Equipment/Software	X			
23	Payment Terms	X			
24	Licensing Structure and Use of Licenses by Personnel Who Are Not Employees	X			
25	Major Releases/Upgrades	X			

26	Solution Longevity	X			
27	Successor Software Products	X			
28	Video Taping of Training	X			
29	Final Acceptance of the System	X			
30	Formal Verification	X			
31	Replication of Software	X			
32	Password Security	X			
33	Source Code		X		Apogee provides a system- not a single application. As such, maintaining a code escrow is prohibitively expensive.
34	Intellectual Property	X			
35	Disaster Recovery & Disaster Recovery Testing	X			
36	Unlimited Liability for Software Contractor Infringement	X			
37	Functionality Replacement	X			
38	Development of Additional Application Using Data	X			
39	Cloud Based Software Solutions and the Storage of Data on servers not owned by Contractor	X			
40	Data Ownership and Security	X			
41	Data Exchanges, Modifications/Customizations, and Data Conversions	X			
42	Records Retention	X			
43	Special Requirements	X			
44	Miscellaneous Clauses	X			

EXHIBIT E

BID BOND RESPONSE

According to the City of Columbia's Senior Procurement Officer, there is no need for Apogee Interactive to submit a bid bond since we do not plan to come on-site and do any work on the property or install any sort of hardware.

PRICING

Budget Options for Columbia Water & Light

Customer Engagement Solution (Required)	Annual License	One-Time Setup*
Energy Advisor	\$49,000	\$15,000
Billing Integration Both Customer-Facing and CSR-Facing Integration		
Personal Video Messaging Monthly emails sent to customers		

CWL Desired Solutions (Desired/Optional)	Annual License	One-Time Setup*
Weather Forecasting	\$10,000	\$3,500
Personalized Alerts	\$20,000	\$5,000
Field Auditor Tool	\$10,000	\$3,500

*One-time fee includes one weather center. There is an additional setup charge of **\$1,500** per additional weather data center.

The Personal Video Messaging pricing above is based on distributing monthly videos. After the first year, Apogee will reevaluate the pricing to determine the correct pricing moving forward. Apogee will determine the appropriate price considering the amount of custom graphics and content requested.

Commercial Options for Columbia Water & Light

Commercial Solution (not the focus of this RFP, but requested)	Annual License	One-Time Setup*
Billing Integration Commercial Solution Both Customer-Facing and CSR-Facing Integration Includes Commercial Energy Calculator, Commercial Library, Understanding Demand Library, and Fundamentals of Electricity.	\$21,800	\$5,500



100 Crescent Centre Pkwy • Suite 450
Atlanta, Georgia 30084

July 8, 2016

**Mr. Cale Turner, Purchasing Agent
City of Columbia, Missouri
701 E. Broadway, 5th Floor
Columbia, MO 65201**

Susan Gilbert
President & CEO
sgilbert@apogee.net
Office: 678.684.6802
Fax: 678.684.6832

Dear Mr. Turner:

Apogee Interactive, Inc.'s proposal to the City of Columbia **Utility Bill Analysis and Customer Education Software** is enclosed. We offer automated technology and services that increase communications between your utility and customers. We focus on increasing your customer engagement, customer satisfaction and program participation.

Apogee is uniquely qualified to provide these services being:

- Top performing analysis software package verified by RESNET BESTEST-EX evaluation created by the National Renewable Energy Laboratory (NREL) on behalf of the US Department of Energy to determine accuracy of energy use and savings predictions.
- Apogee is a Software as a Service (SaaS) provider delivering innovative online energy analysis applications to US utilities. Our client portfolio includes hundreds of municipal utilities including Electric Power Board of Chattanooga, City of San Antonio Public Service, SMUD, OPPD, ElectricCities of North Carolina, Nashville Electric Service, and Electric Cities of Georgia.
- 22 years strong, we have a history of delivering advanced technologies to more than 600 US utilities that are leaders in energy engagement offerings.
- The most comprehensive energy education, analysis, and engagement platform in the industry confirmed in a 2015 Navigant study.
- A provider of Loyalty Pricing, to assure your price for our applications remain capped as long as you remain a client.
- An assigned account representative who will provide online training, support, and delivery/explanation of monthly usage and profile data reports to ensure you are receiving the expected performance and value from our tools.

Our energy analysis software engine powers a wide range of uses including in-field audit report creation for laptops or tablets, online self-service audits, Customer Service Representative bill explanations, triggers mid-cycle bill alerts, energy summary reports and personalized video messages explaining the bills. These various outputs are each detailed in our proposal and can be purchased as a group or ala carte.

We look forward to responding to any questions or performing demonstrations of our services.

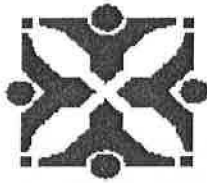
Sincerely,

APOGEE Interactive, Inc.

A handwritten signature in dark ink, appearing to read "S. Gilbert", is written over the printed name and title of Susan Gilbert.

Susan Gilbert, President and CEO

Enc: Proposal



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

NOTICE TO BIDDERS
ADDENDUM #1 RFP: 125/2016
Utility Bill Analysis and Customer Education Software

Bidders shall note these changes to the above Request for Proposal and *incorporate these changes in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their proposal, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line.

The following revisions and/or additions shall be referred to as part of the Bid/Contract Documents.

General Clarifications:

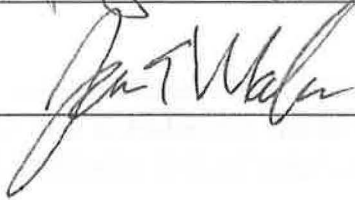
Item #	Question	City Response
1	What is the frequency of mater data?	Current information is based on monthly reads (15 residential cycles). A future AMI pilot project has been identified and funded; however, other projects have higher priority. Within the next five (5) years, AMI information through a meter data management system would be available and allow presentation of information on an interval basis.
2	What are the requirements for interfacing with the existing prepay system and presentment of prepay data?	Assuming the reference "prepay system" is to actual "pre-paid meters", CWL does not have pre-paid meters. The requirement is to allow analysis of the current billing period. For example, if a residential customer was read on June 20 and the prior reading was May 23, there would be 28 days in the billing period (May 24 – June 20). Bills are typically generated within 3 to 5 days depending on weekends, etc. The customer then has 20 days to pay the bill related to the current reading. The requirement is to be able to present information related to the billing period in conjunction with the creation of the bill.
3	The 43,000 meters are described as residential. Will the billing analytics need to be made available to commercial customers or other rate classes; and if so, what is the meter count?	The focus of this RFP is residential customers. CWL has nearly 7,000 commercial/industrial customers. About 6,000 of those customers are kWh only customers and the other 1,000 are kW and kWh customers. If a respondent has functionality for non-residential customers, CWL would be interested in reviewing the information; however, that is not the focus of this RFP.

ACKNOWLEDGEMENT OF ADDENDUM #1

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #1 have been incorporated in their proposal and are a part of Request for Proposal No. 125/2016. All other provisions of the proposal documents, except as herein stated, shall remain in force as written.

Firm Apogee Interactive, Inc. Date 7/1/2016

Signed



ATTACHMENT B

STATEMENT OF WORK

Contractor shall deliver to City the following Applications as described below.

Energy Advisor

Apogee's Empower Platform begins with our flagship Energy Advisor home energy calculator. The Energy Advisor is a sophisticated energy use analysis tool based on Apogee's proprietary AuditMation™ Energy Analysis System (AMES). Because of the power of the AMES algorithms, configured for recent actual local weather and energy rates, the Energy Advisor can generate accurate analyses of energy use and costs with only a few commonly known inputs from the customer. With Energy Advisor, customers can assess their energy consumption quickly and easily, immediately discovering specific ways to reduce household energy use. A user selects their home's profile characteristics and Energy Advisor returns a disaggregation of the home's energy usage and recommendation concerning usage and City's customer programs.

Features:

- Easy, mobile-responsive user interface
- List of standard energy-saving recommendations
- Ability to add links to your utility's programs
- Ability to control branding with choice of color, fonts, and logo
- Energy libraries
- Usage analytics

Billing Integration (BI)

Apogee's standard billing-data integration is via a XML web service data transfer. Once City is successfully able to transfer the flat file to Apogee, Apogee will develop and test the data integration into BI. City acknowledges that they understand that 1) FTP is not Apogee's standard process of integrating billing data, 2) Apogee is undertaking a custom development effort, and 3) City will need to establish the XML web service to receive future enhancements and upgrades to BI. Apogee acknowledges at City's discretion Apogee will establish and integrate a standard web service transfer protocol at future date with no additional cost to City.

Personalized Video Messaging

Personalized Video Messages provide customers quick answers to questions about personal energy use, bill analysis, and programs. Customers receive timely, useful videos that offer customized bill explanations all delivered verbally by an energetic animated character. Videos include customers' own name and billing data, as well as utility branding.

Couple the personalized targeted messaging with CWL rebates, and CWL will have a powerful motivator as a call to action from the customer. With every call to action, CWL's customer engagement increases thus customer satisfaction increases.

Energy Forecaster

Since weather is the primary driver of changes in bills, our Energy Forecast lets customers see their future energy bills while there is still time to change them.

This responsive application easily installs on any website. Simply choose the best placement on the site, and our web plugin does the work, creating a customized view based on available space. The easy-to-read interface shows the current weather and energy costs, and allows the user to see the full 7-day forecast. In addition, the interactive energy cost report shows the impact of heating and cooling in dollar amounts.

Alerts

Proactive personalized communication is a key aspect of Apogee's digital engagement platform. Proactive Bill Notifications enable utilities to engage their customers via text, or email and provide customers with energy savings tips to take action if they're headed towards receiving an unusually high bill.

Apogee analyzes bill data and combines it with weather data to accurately predict ongoing consumption thus providing customers with where they are today and where they are more than likely going by the end of the month. Customers can opt out of these alerts, but by alerting all customers until this opt out is requested, this is a proven method of reaching all customers through electronic channels.

Adjusted Timeline:

Apogee will host a project review conference call every week until implementation is complete.

January 11, 2017: Contract Signed

January 25th: Project Kickoff

- Introduce team
- Explain process, set goals & objectives
- Discuss functionality
- Determine timeline based on functionality

February 1, 2017: First follow up meeting to talk about rates, settings, and logos

February 13, 2017: Detailed Design Specification Accepted

- Delivery of Rates and Branding due

February 1, 2017 to February 17, 2017: Web Service need to be available from CWL

February 17, 2017 to March 3, 2017: Software Development

March 6, 2017 to March 13, 2017: Review & Revision

- Development link provided to CWL team for review
- CWL provides feedback (changes in fonts, sizes, colors, graphics, etc....)
- Apogee modifies design based on feedback
- Test accounts sent to Apogee

March 13, 2017 to March 27, 2017: Testing

- Apogee quality control reviews site for errors and correct as needed
- CWL reviews the development link to provide additional feedback on any errors or bugs

March 27, 2017 to April 3, 2017: Training

- Apogee provides training 1-2 weeks prior to going live via webinar
- Additional training available as needed

April 3, 2017: Go Live

- Final review by Apogee team
- CWL is provided with final links

April 3, 2017 to April 10, 2017: Project Close-Out

- Project Performance Review Interview
- Finalize Monthly Analytics Report
- Monthly Rhythm Meeting to Review Analytics

EXHIBIT D

Contractor's Recommended Technical Environment for City's server and desktop hardware

Software will be hosted therefore no server requirements exist.

External Cloud Policies

When the City of Columbia purchases services from an external cloud provider, as defined in this cloud strategy, the following policies must be followed:

2.0 Responsibilities of the City of Columbia

The City of Columbia will carry out the following tasks for every external cloud deployment as defined in this cloud strategy

- 2.1 The City of Columbia will establish a written agreement with the cloud vendor. This agreement will explicitly state the responsibilities of the vendor.
- 2.2 Prior to deployment, the City of Columbia will identify the regulations and standards that in force over the data or systems that may be moved to an external cloud. The City of Columbia will develop procedures and agreements with the cloud vendors to ensure compliance with all applicable regulations and standards.
- 2.3 The City of Columbia will establish an acceptable time frame for the vendor to respond to open records requests
- 2.4 The City of Columbia will establish a plan for the lifecycle of the service. The plan for the end of the service shall include what data will be extracted from the service, how data will be delivered, how the vendor will destroy data, and the price for these services. Data extracted from any system shall include transactional metadata, such as when data was added or changed and by whom.
- 2.5 The City of Columbia will calculate the anticipated load that will be placed on the City of Columbia internet connection. If the internet connection cannot handle the load a load management plan will be created and implemented prior to service implementation.
- 2.6 The City of Columbia will establish a business continuity plan that can be put into effect if the service ever becomes unavailable.
- 2.7 The City of Columbia shall manage all user accounts for the service. User accounts shall be managed through the existing security track procedures.

3.0 Responsibilities of the Vendors

All external cloud vendors, defined as vendors providing any cloud services as defined in this strategy to the City of Columbia must adhere to the following policies

3.1 Records Requests

- 3.1.1 The vendor will respond to records request within the timeframe stated in the agreement. The vendor will accept liability if the records request is not fulfilled in the agreed upon timeframe.

3.2 Using City of Columbia Domain Names

- 3.2.1 All cloud deployments that are intended to perform a service for our customers will be deployed using the CoMo.gov domain name.
- 3.2.2 The City of Columbia IT Department will be the sole entity responsible for the CoMo.gov domain name. The cloud vendor shall not expect to maintain DNS records belonging to the City of Columbia
 - 3.2.2.1 The cloud vendor will provide the IP addresses used for the service prior to deployment. The City of Columbia IT Department will update the CoMo.gov domain records accordingly.
 - 3.2.2.2 The cloud vendor shall not change the addresses used with a frequency of greater than once per year
 - 3.2.2.3 The cloud vendor shall notify the City of Columbia IT department in writing on official letterhead 30 days in advance of any IP address changes
 - 3.2.2.4 The cloud vendor will use the CoMo.gov only for the business purposes authorized by this agreement
- 3.2.3 Email from CoMo.gov

When sending email from the service using the CoMo.gov domain name, the following additional policies will be in effect

- 3.2.3.1 The cloud vendor will provide the IP addresses from which email will be sent. The City of Columbia IT Department will use this information to update the CoMo.gov SPF record.
- 3.2.3.2 The addresses provided to the City of Columbia as required in 3.2.3.1 shall be only those IP addresses that are used to send email using the CoMo.gov domain name.

Exhibit E

3.8.3 If investigation, containment, and eradication efforts by the City of Columbia incur costs while fault lies with the cloud vendor, the cloud vendor will assume the costs.

3.8.4 The cloud vendor will provide a rapid contact method for reporting suspected abuse, 24x7x365. The cloud vendor will react in a timely manner to abuse reports from the City of Columbia

3.8.5 The cloud vendor will provide their incident response plans. Response plans will include procedures for both security incident and disaster incident response.

3.2.3.3 The City of Columbia will update the CoMo.gov SPF records according to the same policies and timelines as defined in 3.2.2 of this policy.

3.2.3.4 The cloud vendor will take all reasonable precautions to ensure that SPAM is not sent using the CoMo.gov domain or from any IP address under cloud vendor control that has been associated with the CoMo.gov domain.

3.2.3.5 The cloud vendor will react to email abuse reports in a timely manner

3.3 Standards and Regulations

3.3.1 The cloud vendor will adhere to relevant standards. For example, SaaS vendors deploying products over the web shall adhere to OWASP or similar standards.

3.3.2 The cloud vendor shall take responsibility for all regulatory compliance.

3.3.3 The cloud vendor shall conduct regular security audits of their systems. The security audits shall include internal and external review of system security and the security of all code used by the vendor. The vendor shall react promptly to mitigate the vulnerabilities identified by security audits.

3.4 System Integration

When an external cloud deployment requires access to existing information system infrastructure the following policies must be followed

3.4.1 Software should run with least possible privilege. For example, if database access needs to be given, the system account should have the least possible privilege; it should not run as a user that has access to schema outside of its need.

3.4.2 System account names should not be easily guessed. Passwords for these accounts should not be easily guessed and should be different from other customers with the same product. Connections from system accounts should be, where appropriate and possible, controlled via access lists.

3.5 Deployment and Customization

3.5.1 The cloud vendor shall disclose any authentication information that exists by default. The cloud vendor shall work with the City of Columbia to remove or change these accounts from their default values. The vendor shall not deploy services to the City of Columbia where system accounts are shared with other entities.

3.6 Encryption

3.6.1 Cloud vendor shall establish a suitable data encryption scheme for data in transit between the City of Columbia, its customers, and the vendor. The City of Columbia will determine the suitability of the encryption scheme.

3.6.2 Cloud vendor shall establish a suitable encryption for City of Columbia data while in storage for both live and backup media. The City of Columbia will determine the suitability of the encryption scheme.

3.6.3 No encryption scheme will be considered suitable if City of Columbia data can be recovered using the same decryption key as that of another customer of the cloud vendor.

3.7 Incident Preparation

3.7.1 The cloud vendor will take responsibility for keeping their system software up to date. Vendors should monitor relevant discussion boards and mailing lists for security problems with products they use.

3.7.2 The cloud vendors shall have a method for customers and others to report security problems. This method should be well publicized and accessible. Vendors should have a method for prioritizing and acting on reports of security problems.

3.7.3 The cloud vendors shall have a method for correcting discovered vulnerabilities. Vulnerabilities should be prioritized and corrected based on the risk vulnerability exploitation would pose to its customers. Vulnerability mitigation efforts should be tested by the vendor, as appropriate, prior to their release.

3.8 Incident Response

3.8.1 The cloud vendor will take responsibility for security incident handling if their system is compromised.

3.8.2 The cloud vendor shall immediately notify the City of Columbia of any breaches and will advise what information has been compromised. If this information is later found to be inaccurate the cloud vendor will immediately notify the City of Columbia with the correct information.