



CITY OF CHICAGO



DEPARTMENT OF WATER MANAGEMENT

MEMORANDUM

TO: Sharla D. Roberts
Chief Procurement Officer
Department of Procurement Services

FROM: Randy Conner. JV
Randy Conner
Commissioner
Department of Water Management

ATTN: Steve Loboda

SUBJECT: Sole Source Procurement
Automated Meter Reading and Related Services
Req. No. 618943, Spec No. 1305440

DATE: February 24, 2025

The Department of Water Management, Bureau of Meter Services ("DWM") is requesting a three (3) year Sole Source Contract to include two (2) one-year extension options with Badger Meter Inc. for Automated Meter Reading and Related Services. Estimated cost is \$5,271,800.00 for the base term. This contract is needed by DWM to maintain and continue meter reading for City of Chicago water billing.

Additionally, the background concerning this request is as follows:

This service is critical to the operation for DWM water billing services for City of Chicago residents. In 2007, the City of Chicago awarded a competitively bid contract to Badger Meter Inc. for the installation and pilot program of an automated meter reading system and program. The original contract term was July 11, 2007 through July 10, 2012. Because it was a pilot program, no extension language was included in the contract. DWM requested extensions as needed. Until now, DWM has been granted extensions to the contract until installation was in place. The current contract expired July 11, 2022. The system which included BEACON software will require continued mobile hosting, tech support and training. Badger Meter is the only authorized manufacturer, distributor of this exclusive configuration of BEACON software system in the Chicago area.

Therefore, the Department of Water Management would like to request your approval for a Sole Source Contract immediately to prevent any lapse in services for city-wide water billing. We respectfully ask that you approve our request.

Thank you in advance for your consideration. If you have any questions or require additional information to process this Sole Source request, please contact Michael Azzo, Contracts Administrator at 312-742-1208.



DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION

Complete this cover form and the **Non-Competitive Procurement Application Worksheet** in detail. Refer to the page entitled **"Instructions for Non-Competitive Procurement Application"** for completing this application in accordance with its policy regarding NCRB. Complete "other" subject area if additional information is needed. Subject areas must be fully completed and responses merely referencing attachments will not be accepted and will be immediately rejected.

Department	Originator Name	Telephone	Date	Signature of Application Author
DWM - 88	Department of Water Management	312-745-0581	2.24.2025	
Contract Liaison	Email Contract Liaison	Telephone		
Michael Grillo	michael.grillo@cityofchicago.org	312-742-2510		

List Name of NCRB Attendees/Department

Michael Grillo - DWM	DWM
Justin Redington - DWM	DWM
Michael Azzo - DWM	DWM

Request NCRB review be conducted for the product(s) and/or service(s) described herein.

Company: **BADGER METER, INC.**

Contact Person:	Phone:	Email:
Luis Vazquez, Account Manager	414-378-7234	lvazquez@badgermeter.com
Bradley Lane, Badger Meter	773-727-0796	blane@badgermeter.com

Project Description: **AUTOMATED METER READING AND RELATED SERVICES**

This is a request for:

☒ New Contract

☐ Amendment / Modification

Contract Type

Type of Modification

☒ Blanket Agreement Term: 36 (# of mo)


☐ Time Extension ☐ Vendor Limit Increase ☐ Scope Change

☐ Standard Agreement

Contract Number: _____

Specification Number: _____

Modification Number: _____

Department Request Approval	Recommended Approval
	
DEPARTMENT HEAD OR DESIGNEE	BOARD CHAIRPERSON
RANDY CONNER	
PRINT NAME	PRINT NAME

(FOR NCRB USE ONLY)

Recommend Approval/Date: _____

Return to Department/Date: _____

Rejected/Date: _____

☐ Approved ☐ Rejected

CHIEF PROCUREMENT OFFICER

DATE



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

All applicable information on this worksheet must be addressed using each question found on the "Instructions for Non-Competitive Procurement Application" in this application.

Justification for Non-Competitive Procurement Worksheet

☒ **PROCUREMENT HISTORY**

1. Describe the requirement and how it evolved from initial planning to its present status.

The requirement is for a three (3) year purchase order for Automated Meter Reading and Related Services. The City of Chicago currently services approximately 325,000 metered accounts and approximately 170,000 non-metered accounts with treated water drawn from Lake Michigan. The City has upgraded these accounts automatic meter reading ("AMR") accounts with the intent of reducing operating costs, improving the effectiveness of its meter reading and customer service operations, enhancing service to its customers and lay the infrastructure for the introduction of universal metering. The Contracts, Badger Meter Inc. ("BMI") has installed and maintained this system since its inception in 2007 under contract PO#14285.

The original procurement of these services involved the installation and pilot program of an automated meter reading system and program. The original Contract, PO#14285, term was July 11, 2007 through July 11, 2012.

Because this was a pilot program, no extension language was included in the original contract and DWM requested extensions as needed. Therefore, because the program was still underway and there were delays in the installation of the meter transition, on June 30, 2012, a one (1) year time extension was granted until July 10, 2013. Due to additional delays, a new extension was granted extending the contract to July 11, 2018 and then again until July 11, 2022.

2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.

This is a first time requirement for the NCRB for Badger Meter, Inc.

Because maintenance and installation of the system was conducted by Badger Meter, Inc., at this point because they have designed the system and tools used in the system, it would not be cost effective for the City to consider another source.

DWM feels that estimated cost is deemed reasonable, based on the cost of the prior contract including installation, this contract will continue the mobile hosting, technical support and training on the system they have installed.

3. Explain attempts to competitively bid the requirement (attach copy of sources contacts).

Badger Meter is the sole provider of the Beacon reading platform. We did not attempt to competitively bid out.

4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.

We did research and we did speak with other meter manufacturers like Itron, Master Meter & Metron. They all confirmed that the radio signal that our Badger Orion endpoints operate on is proprietary to Badger Meter and that Badger's Beacon reading platform is the only system that we can utilize to read these endpoints.

5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?

Future requests will be made for parts, software, and training from Badger Meter, Inc.

6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

If the parts and software become available to other distributors, competitive bidding would be possible.

☒ **ESTIMATED COST**



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?

The estimated cost is \$5,271,800.00. The funding is 021-0200-088-2035-1913-220140.

2. What is the estimated cost by fiscal year?

The estimated cost by fiscal year is \$1,757,266.67.

3. Explain the basis for estimating the cost and what assumptions were made and/or data used?

The basis for this estimation is from the vendor's quote.

4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.

The Contractor and the City both have made a substantial dollar investment over the original pilot program. If a new contractor was considered, they would need to replace all the installed meter reading systems and replace over 300,000 meter endpoints.

5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

We have negotiated the cost of the monthly service charge for the ORION Cellular LTE-M endpoints from \$0.79 to \$0.61 per month as well as the mobile reads from \$0.05 to \$0.02 per month.

☒ **SCHEDULE REQUIREMENTS**

1. Explain how the schedule was developed and at what point the specific dates were known.

Schedule requirements includes on site additional training for DWM personnel and hourly technical support. As this is primarily hosting the mobile drive-by read system, as well as handheld devices and maintenance, there are no further scheduling requirements

2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.

N/A

3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.

The contract expired in July 2023.

4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds

The current contract would need to be extended again and another VLI processed. We would end up with the same result since Badger Meter is the only vendor who would be able to supply the software and parts compatible with the current meters.

☒ **EXCLUSIVE OR UNIQUE CAPABILITY**

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and Temporary Consulting Services Form.

N/A

2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?



**DEPARTMENT OF PROCUREMENT SERVICES
NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION
JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT WORKSHEET**

N/A

3. What prior experiences of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?

All of the equipment installed under PO#14285 is exclusive to Badger Meter, Inc.

4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?

The software and endpoints that have been installed are proprietary and are required to read the installed water meters.

5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?

DWM has 320,000 Badger ORION endpoints installed throughout the City that are read monthly and generate millions of dollars in water/sewer billing each month. The only system and/or reading platform that can be utilized to receive Badger Meters proprietary radio signal from these endpoint's is the Badger Meter BEACON read system.

6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?

BEACON AMA Software as a Service (SaaS) with ORION Network as a Service (NaaS) powered by cellular endpoints is exclusive combination to provide 15-minute interval meter data increasing efficiency in day-to-day utility operations and addressing demands for operation transparency.

7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data (attach documentation verifying such)?

Yes, Badger Meter is the sole authorized manufacturer and distributor of the software and parts required. See attached vendor letter.

8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer on company letterhead.

Badger Meter is the sole authorized manufacturer and distributor of BEACON Software as a Service (SaaS) and ORION endpoints for the City of Chicago area. BEACON Software as a Service (SaaS) and ORION endpoints are proprietary and exclusive to Badger Meter and cannot be purchased from any other vendor. Vendor letter attached.

☒ **OTHER**

1. Explain other related considerations and attach all applicable supporting documents, i.e., an approved "ITGB Form" or "Request For Individual Hire Form".

Line 5 On-Site Training, support, software and parts - No additional labor will be required over and above these expected tech support hours. No new software or parts should need to be installed as updates to the BEACON system are done "over-the-air" and all maintenance is governed by the Badger Meter BEACON Master Agreement and included with the BEACON system and ongoing service unit fees for the City.

The Training mentioned on the NCRB application is covered as Line 6 on the quote.



DEPARTMENT OF PROCUREMENT SERVICES NON-COMPETITIVE REVIEW BOARD (NCRB) APPLICATION INSTRUCTIONS FOR NON-COMPETITIVE PROCUREMENT APPLICATION

INSTRUCTIONS FOR PREPARATION OF NON-COMPETITIVE PROCUREMENT APPLICATION

If a City Department has determined that the purchase of supplies, equipment, work and/or services cannot be done on a competitive basis, a justification must be prepared on this "Justification for Non-Competitive Procurement Application" in which procurement is requested on a or non-competitive basis in accordance with 65 ILCS 5/8-10-4 of the Illinois Compiled Statutes. Using this instruction sheet, all applicable information must be addressed on the worksheet. The information provided must be complete and in sufficient detail to allow for a decision to be made by the Non-Competitive Procurement Review Board. For Amendments, Modifications, describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change.

Attach a DPS Checklist and any other required documentation; the Board will not consider justification with incomplete information documentation or omissions.

PROCUREMENT HISTORY

1. Describe the requirement and how it evolved from initial planning to its present status.
2. Is this a first time requirement or a continuation of previous procurement from the same source? If so, explain the procurement history.
3. Explain attempts made to competitively bid the requirement (attach copy of sources contacted).
4. Describe in detail all research done to find other sources; list other cities, companies in the industry, professional organizations contacted. List periodicals and other publications used as references.
5. Explain future procurement objectives. Is this a one-time request or will future requests be made for doing business with the same source?
6. Explain whether or not future competitive bidding is possible. If not, explain in detail.

ESTIMATED COST

1. What is the estimated cost for this requirement or for each contract, if multiple awards are contemplated? What is the funding source?
2. What is the estimated cost by fiscal year?
3. Explain the basis for estimating the cost and what assumptions were made and/or data used (i.e., budgeted amount, previous contract price, current catalog or cost proposal from firms solicited, engineering or in-house estimate, etc.)
4. Explain whether the proposed Contractor or the City has a substantial dollar investment in original design, tooling or other factors which would be duplicated at City expense if another source was considered. Describe cost savings or other measurable benefits to the City which may be achieved.
5. Explain what negotiation of price has occurred or will occur. Detail why the estimated cost is deemed reasonable.

SCHEDULE REQUIREMENTS

1. Explain how the schedule was developed and at what point the specific dates were known.
2. Is lack of drawings and/or specifications a constraining factor to competitive bidding? If so, why is the proposed Contractor the only person or firm able to perform under these circumstances? Why are the drawings and specifications lacking? What is the lead time required to get drawings and specifications suitable for competition? If lack of drawings and specifications is not a constraining factor to competitive bidding, explain why only one person or firm can meet the required schedule.
3. Outline the required schedule by delivery or completion dates and explain the reasons why the schedule is critical.
4. Describe in detail what impact delays for competitive bidding would have on City operations, programs, costs and budgeted funds.

EXCLUSIVE OR UNIQUE CAPABILITY

1. If contemplating hiring a person or firm as a Professional Service Consultant, explain in detail what professional skills, expertise, qualifications, and/or other factors make this person or firm exclusively or uniquely qualified for the project. Attach a copy of the cost proposal, scope of services, and Temporary Consulting Services Form.
2. Does the proposed firm have personnel considered unquestionably predominant in the particular field?
3. What prior experiences of a highly specialized nature does the person or firm exclusively possess that is vital to the job, project or program?
4. What technical facilities or test equipment does the person or firm exclusively possess of a highly specialized nature which is vital to the job?
5. What other capabilities and/or capacity does the proposed firm possess which is necessary for the specific job, project or program which makes them the only source who can perform the work within the required time schedule without unreasonable costs to the City?
6. If procuring products or equipment, describe the intended use and explain any exclusive or unique capabilities, features and/or functions the items have which no other brands or models, possess. Is compatibility with existing equipment critical from an operational standpoint? If so, provide detailed explanation?
7. Is competition precluded because of the existence of patent rights, copyrights, trade secrets, technical data, or other proprietary data (attach documentation verifying such)?
8. If procuring replacement parts and/or maintenance services, explain whether or not replacement parts and/or services can be obtained from any other sources? If not, is the proposed firm the only authorized or exclusive dealer/distributor and/or service center? If so, attach letter from manufacturer on company letterhead.

MBE/WBE COMPLIANCE PLAN

- * All submissions must contain detailed information about how the proposed firm will comply with the requirements of the City's Minority and Women Owned Business program. All submissions must include a completed C-1 and D-1 form, which is available on the Procurement Services page on the City's intranet site. The City Department must submit a Compliance Plan, including details about direct and indirect compliance.

OTHER


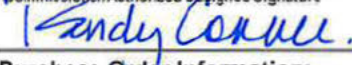
1. Explain other related considerations and attach all applicable supporting documents, i.e., an approved "ITGB Form" or "Request For Individual Hire Form".

REVIEW AND APPROVAL

This application must be signed by both Originator of the request and signed by the Department Head. After review and final disposition from the Board, this application will be signed by the Board Chairman. After review and final disposition from the Board, this form will be presented to the Chief Procurement Officer recommending approval.

Project Checklist


Attach required forms for each procurement type and detailed scope of services and/or specifications and forward original documents to the Chief Procurement Officer; City Hall, Room 806.

Date: 02/24/2025		For blanket agreements, original or lead department must consult with other potential departments who may want to participate on the blanket agreement. If grant funded, attach copy of the approved grant application and other terms and conditions of the funding source. Note: 1) <u>Funding</u> : Attach information if multiple funding lines; 2) <u>Individual Contract Services</u> : Include approval form signed by Department Head and OBM; 3) <u>ITGB</u> : IT project valued at \$100,000.00 or more, attach approval transmittal sheet.																										
Department Name: Water Management																												
Requisition No: 618943	Specification No: 1305440																											
PO No:	Modification No:																											
Contract Liaison: Michael Azzo		*Contract Liaison Signature 																										
Telephone: 312-742-1208		*By signing this form, I attest that all information provided is true and accurate.																										
Email: michael.azzo@cityofchicago.org		Project Title: Sole Source Contract - Automated Meter Reading and Related Services - Badger Meter Inc.																										
Project / Program Manager: Michael Grillo		Project Description: Sole Source Contract - Automated Meter Reading and Related Services - Badger Meter Inc. - New Contract - 3 years w/ 2 one year extension option																										
Telephone: 312-742-2510		Funding:																										
Email: Michael.Grillo@cityofchicago.org		<input type="checkbox"/> Corporate <input type="checkbox"/> Bond <input checked="" type="checkbox"/> Enterprise <input type="checkbox"/> Grant <input type="checkbox"/> Other:																										
		<input type="checkbox"/> IDOT/Transit <input type="checkbox"/> IDOT/Highway <input type="checkbox"/> FHWA <input type="checkbox"/> FTA <input type="checkbox"/> FAA																										
Check One: <input checked="" type="checkbox"/> New Contract Request		<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>LINE</th> <th>FY</th> <th>FUND</th> <th>DEPT</th> <th>ORGN</th> <th>APPR</th> <th>ACTV</th> <th>PROJECT</th> <th>RPTG</th> <th>ESTDOLLAR AMOUNT</th> </tr> </thead> <tbody> <tr> <td>01</td> <td>022</td> <td>0F17</td> <td>088</td> <td>2030</td> <td>2060</td> <td>220340</td> <td>W706</td> <td>17240051</td> <td>\$5,271,800.00</td> </tr> </tbody> </table>							LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	PROJECT	RPTG	ESTDOLLAR AMOUNT	01	022	0F17	088	2030	2060	220340	W706	17240051	\$5,271,800.00
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01	022	0F17	088	2030	2060	220340	W706	17240051	\$5,271,800.00																			
*By signing below, I attest the estimates provided for this contract are true and accurate.																												
*Project / Program Manager Signature 		Purchase Order Type: <input checked="" type="checkbox"/> Blanket/Purchase Order (DUR) <input type="checkbox"/> Master Consultant Agreement (Task Order) <input type="checkbox"/> Standard/One-Time Purchase			Special Approvals Required: <input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Non-Competitive Review Board (NCRB) <input type="checkbox"/> Request for Individual Contract Services <input checked="" type="checkbox"/> Information Technology Governance Board (ITGB)																							
*Commissioner/Authorized Designee Signature 		Procurement Method: <input type="checkbox"/> Bid <input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> RFI <input type="checkbox"/> Small Order																										
Purchase Order Information:																												
Contract Term (No. of Months): 36 Months																												
Extension Options (Rate of Recurrence): 2 year																												
Estimated Spend/Value: \$ 5,271,800.00																												
Grant Commitment / Expiration Date:																												
Pre-Bid/Submittal Conference: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																												
<input type="checkbox"/> Mandatory <input type="checkbox"/> Site Visit																												
<input type="checkbox"/> Modification or Amendment		Contract Type: <input type="checkbox"/> Architect Engineering <input type="checkbox"/> Commodity <input type="checkbox"/> Construction <input type="checkbox"/> JOC <input type="checkbox"/> SBI <input checked="" type="checkbox"/> Professional Services <input type="checkbox"/> Revenue Generating <input type="checkbox"/> Vehicle & Heavy Equipment <input type="checkbox"/> Work Service <input type="checkbox"/> Joint Procurement <input type="checkbox"/> Reference Contract																										
Modification Information:		Modification/Amendment Type: <input type="checkbox"/> Time Extension <input type="checkbox"/> Scope Change/Price Increase /Additional Line Item(s) <input type="checkbox"/> Vendor Limit Increase <input type="checkbox"/> Requisition Encumbrance Adjustment <input type="checkbox"/> Other (specify):																										
PO Start Date:																												
PO End Date:																												
Amount (Increase/Reduction):																												
MBE/WBE/DBE Analysis: (Attach MBE/WBE/DBE Goal Setting Memo)																												
<input type="checkbox"/> Full Compliance <input checked="" type="checkbox"/> Contract Specific Goals																												
<input type="checkbox"/> No Stated Goals <input type="checkbox"/> Waiver Request																												
Risk Management / EDS		Vendor Info:																										
Insurance Requirements (included) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Name: Badger Meter Inc.																										
EDS Certification of Filing (included) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Contact: Luis Vazquez - Account Manager																										
		Address: 4545 W Brown Deer Rd, Milwaukee, WI 53224																										
		E-mail: lvazquez@badgermeter.com																										
		Phone: 414-378-7234																										

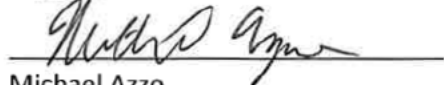
Scope of Work

Automated Meter Reading and Related Services

Prepared by:



Michael Grillo



Michael Azzo

1. General

The Department of Water Management ("the City") currently services approximately 325,000 metered accounts with treated water drawn from Lake Michigan. The City has upgraded these water meters with automatic meter reading ("AMR") system to reduce the operating costs, improve the effectiveness of its meter reading and customer service operations and enhance service to its customers. The City is in need for the read system which can read the existing meters, its transponders, as well as provide the necessary codes for each meter. Under this specification, the contractor shall supply and manage all endpoints, AMR Software, software hosing, training, and installation support necessary to furnish an infrastructure-free fixed network meter reading system. While a primary function shall be to provide accurate and timely meter reading data for billing purposes, the system shall also furnish hourly meter consumption information and meter-based analytical alarms to facilitate enhanced utility operation and management of the total water distribution system.

2. Term of Services

This Contract takes effect as of the Effective Date and continues for thirty-six (36) months unless terminated earlier or extended pursuant to the terms of this contract.

The City will establish the start and expiration dates at the time of formal award and release of this contract.

3. Contract Extension Option

The City has the option to extend the term of this Contract for two (2) one-year extension options beyond the original thirty-six (36) month term set for above, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of services provided for in this Contract.

Before the expiration of the then current term, the Chief Procurement Officer will give the Consultant notice, in writing, that the City is exercising its option to renew the Contract for the approaching option period. The date on which the Chief Procurement Officer gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service. After notification, the Contract will be amended to reflect the term extension.

The 181-day extension for the purposes of providing continuity of service, described in the Standard Terms and Conditions article of this Contract, may be exercised in lieu of an option period of following the exhaustion of all option periods and does not require formal amendment of the Contract.

4. Invoicing

Invoices are submitted directly to the Department of Water Management by US Postal Service mail to the following address as appropriate:

Copies of Invoices for the Department of Water Management will be in pdf to:
Chicago Department of Water Management
Attn: Gary Deitz
Jardine Water Purification Plant
1000 east Ohio Street +51
Chicago, IL 60611

5. Price Adjustment (CPI)

Quoted prices will remain fixed throughout the first thirty-six (36) calendar months of the Contract term. Beginning on the date after the initial thirty-six (36) month term, and for each twelve (12) month anniversary thereafter, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of services provided for in this Contract, annual price adjustments of the Contract pricing may be made after receipt of written request from the Contractor to the User Department showing cause substantiating the need for the increase, made no later than thirty (30) calendar days after the expiration of each such thirty-six (36) month period. If Contractor does not request a price adjustment within such thirty (30) calendar day period, Contractor will not be entitled to a price adjustment for the upcoming year. Contract pricing adjustments will be calculated as outlined below.

Annual requests for price adjustments will reference the Consumer Price Index (CPI) as it appears in the periodical Consumer Price Indices published by the U.S. Department of Labor, Bureau of Labor Statistics. This index can currently be found on the Internet at <https://www.bls.gov/cpi/tables/supplemental-files/home.htm> although this site's url is subject to change.

The adjusted Contract price will be determined by performing the following calculation: The original Contract price(s) will be multiplied by the quotient, and then be rounded to two (2) decimal places to calculate the adjusted Contract price(s). The quotient will be calculated by dividing the comparison index value by the average index value of the last twelve (12) months of the Contract period.

The comparison value for the first allowable price increase will be the index value at the time of Contract award. The comparison value for the second allowable price increase will be the index value of the one (1) year anniversary date of the Contract award.

Adjusted price(s) may be higher or lower than the original Contract pricing, as dictated by the applicable index values. Any price adjustments requested in subsequent years of the agreement will be calculated in the same manner.

All price adjustment calculations will be based upon the latest version of the CPI available on the eighteenth (18th) day of the month following the anniversary of the Contract. The effective date of an adjustment will be the twentieth (20th) day of the month following the month in which the adjustment is requested.

If Consumer Price Index data are not available for any month of the final twelve (12) full months of the annual Contract period, the CPI data for the most recent twelve (12) full months preceding the anniversary of the Contract will be used in computing the price adjustment.

6. Radio Licenses

Neither the AMR System nor any portion thereof must require the City to obtain an FCC license or other regulatory agency license for operation. The Department of Water Management may, at its discretion, request proof of any license that may be needed.

7. Handheld Data Collector Unit

7.1. System Functions

The City requires handheld data collectors units ("DCU") that can be used to capture manual, touch or MIU readings, including cradle/data transfer units, control computer, software, etc. In operation, the handheld DCU presents to the meter reader unambiguous and appropriate information about the next meter to be read, including meter location, hazard warnings, special routing information, and special instructions (including the presence of an AMR-equipped meter, which is not manually read) based on information provided by the City's customer information system. The software in the handheld DCU processes and stores all reading and comment information entered (automatically or manually entered) and advances to the next account after receiving a successful read. The handheld DCU should be Trimble Yuma or equivalent to same specifications.

The handheld data collector should be equipped to download consumption profile data from the MIU.

Programming of the MIU. The handheld DCU should be equipped with a troubleshooting and testing program that can be used by the City to start, stop, pause, or program any MIU through an optical interface.

Field Testing. The handheld DCU should be able to communicate with the MIU by receiving the MIU's standard consumption message radio or through the optical infrared communication. Receiving the RF signal tests the transmission capabilities of the MIU while the optical communication allows the handheld to read, program and download data profile information from the MIU.

7.1.1. Time Stamp

The handheld DCU must automatically time stamp each meter reading with an unalterable date and time of read.

7.1.2. Searching

The handheld DCU must allow for searching and viewing of data within the handheld meter reading data collector by a maximum of five fields selected by the City for defining a customer account record.

7.1.3. Out-of-Range Warning

The handheld DCU must visually and audibly warn the meter reader of a meter reading entry that is out of range. The out-of-range warning/reading may be overridden by the meter reader, at his/her discretion. In this case, the account is

marked with an out-of-range warning for reporting purposes in the route management software.

7.1.4. Data Displayed

The handheld data collector must be capable of displaying up to five fields (including all the fields in the route management software) on the main customer account record (primary screen). Available fields include: route number, meter reading sequence number, account identification number, meter serial number, meter encoder ID number, MIU ID number, premise address, meter location or "mapping," access notes, hazard descriptions, additional special instructions, previous unable-to-read code, account status code, meter status code, assigned amount of time for next reading, and current date and time.

7.1.5. Display Options

The system must allow the system operator to select or customize the fields that appear on the customer account main record.

7.1.6. Data Fields

The handheld DCU must keep the following data internally, for use in calculations and validations. Time and date of reading, handheld meter reading device ID code, meter reader ID code, high reading limit, low reading limit, and a table of utility-defined codes, with associated code descriptions.

7.1.7. Geo-Positioning

The handheld DCU incorporates a GPS receiver that works in conjunction with the handheld DCU Bluetooth capabilities to provide a paperless work order system and the ability to establish coordinates for the field data captured.

7.1.8. Data Entry by Meter Reader

The handheld DCU must have field entry of data, including meter readings, and information on meters that are out of sequence. The handheld DCU must allow the meter reader to modify or correct certain fields, including meter access notes, hazard, and special instructions to update the associated billing system data. The handheld DCU system must provide a capability for review and approval of any changed data by a supervisor before these changes may be applied to the meter reading database in the handheld control computer or the City's customer information system.

7.1.9. Codes and comments Entry by Meter Reader

The handheld DCU must have multiple descriptions fields and a trouble code field that can be used by the meter reader to report special conditions or skip codes in the field.

7.1.10. Auto Configuration

The handheld DCU must automatically be configured, and programs and data uploaded, upon the request of the meter reader or software operator.

7.1.11. Bar-Code Scanning

The handheld DCU must be loaded with the Installation Tool Software and a barcode scanner to capture serial number data from meters and MIUs.

7.1.12. Audible Tones

The handheld DCU should be capable of producing a series of factory set audible tones to alert the operator of a number of different conditions including:

- Reader Codes (notifies of potential hazard, i.e. bad dog)
- Notification of a manual read account (when operated in auto mode)
- Receipt of a good read
- Receipt of a tampered read
- Receipt of a read with a potential leak
- Receipt of a read that does not pass high/low audit check
- Completion of MIU programming (MIU stop, start, and pause)
- Low battery alarm for the handheld DCU
- Troubleshooting (Quick Read) receipt of single or multiple MIUs

7.2. Handheld Physical and Environmental Characteristics

7.2.1. Resistance to Dropping

The handheld DCU should be able to withstand an impact of a five-foot drop onto a concrete surface without breaking or losing data.

7.2.2. Display

The handheld DCU's display must be able to show the required field data during the day and night.

7.2.3. Carrying

The handheld DCU is able to be carried by hand (left or right hand equally) and is equipped with a hand strap.

7.2.4. Keypad

The handheld DCU must have a custom, raised, 40-key alpha numeric keypad that allows for each data entry while wearing gloves.

7.2.5. Batteries

The handheld DCU's primary batteries must provide a minimum of 10 hours on a fully charged battery and is fully recharged in four hours or less on any handheld DCU charging device. The handheld DCU must have provisions to retain all data while the primary batteries are being replaced. Handheld DCU batteries are sent to Contractor for replacement as part of the Support Services.

7.2.6. Data Collector Range

The handheld DCU must be capable of reading pit, remote or integrated MIUs from 1,000' with a clear line of sight. The handheld DCU must be capable of reading the contractor MIU's installed in meter pits with cast iron lids and MIUs in basements below grade from the curb on the opposite side of the nearest street under all reasonable circumstances.

7.2.7. Data Collector Vehicle Mounting

The contractor must provide a separate vehicle and handheld DCU option, including DC power supplies and vehicle mounting brackets, so that the handheld DCU may be operated from within a vehicle.

7.3. Handheld Data Collection Unit/Control Computer Data Transfer

7.3.1. Data Transfer Method

The handheld DCU must utilize a cradle with a FTP communication protocol to transfer data between the handheld DCU and the control computer. In addition to loader/charger cradles, the contractor must provide all appropriate cables for each handheld data collector. Loader/charger cradles must conform to the industry and DWM specifications. Stand-alone AC and DC power cables for charging purposes must also be provided by the contractor with each handheld data collector.

7.3.2. Data Transfer Rate

The handheld DCU must conform to the faster specifications for quick data transfer.

7.3.3. Data Protection in Transfer Process

The handheld DCU must not delete an active reading file until a new route is loaded into the handheld. Data sent to the handheld DCU must overwrite existing data, with proper warning and the opportunity to cancel the action before the transfer begins, so as not to allow the accidental erasure of un-transferred meter reading data. The handheld DCU must also maintain a history file of the last reading file. The handheld DCU must display a message or other indications when data transfer is taking place and when the transfer is complete.

7.3.4. Device ID Synchronization

The handheld DCU must utilize an IP address to deliver route data to the data collection units.

7.4. Handheld System

7.4.1. Database and Database Management System

The contractor should provide the route management software which must store data in an ODBC and SQL-Compliant database, which can be queried for ad hoc data analysis and reporting. The database and its management system should comply with DWM's existing data.

7.4.2. Manual Entry of Data

The operator must have the ability to manually enter data in the route management software.

7.4.3. Route Selection and Sequencing

The handheld control computer must allow for the selection for route data to be sent to and retrieved from the handheld DCU, including merging of two or more routes and splitting one route into several other routes. The System must allow for the sequencing of meter locations based on billing system information, or the re-sequencing of a meter reading route, based on previous meter reading time stamps.

7.4.4. Data Validation

Data is transferred to and from the handheld DCU using FTP protocol, which has an internal set of errors detection and correction to verify data accuracy.

7.4.5. Reports

The control computer must have built-in standard and customizable report capabilities that list all handheld DCU data, sort and list the data by various key fields, and list data that meets user-defined criteria. Custom reports is able to be created and run at any time during the meter reading process. The control computer software must enable users to do ad hoc queries.

7.4.6. Work Order Creation

The handheld data collectors must utilize trouble codes that may be incorporated by the City into an existing work order system.

8. AMR Control Computer

8.1. Hardware and Network Configuration

The City needs the hardware and software components for the AMR System control computer. The AMR System control computer must tie into the City's existing network without the need for additional hubs, switches or other infrastructure. Any printer available on the City's network is sufficient.

8.2. Environmental

The control computer must capable of operating in a normal office environment using normal office power supply, require no special installation, and be easily relocatable.

8.3. Uninterruptible Power Supply (UPS)

The control computer must not require an uninterruptible power supply.

8.4. Relocatable System

The AMR System Software and functions must be quickly and easily movable to another computer or workstation in the event of a failure of the control computer. Remote access. The AMR System control computer must support multiple users through the client server configuration, which must allow assignment appropriate read/write access authority to specified City personnel. This remote access must conform to the City's secure remote access standards (e.g. vpn, sslvpn, etc.).

9. Meter Registers

9.1. AMR Compatibility

All meters are equipped with AMR compatible registers that are magnetically driven, straight reading (odometer style), and indicating in gallons. The registers must conform to latest AVWVA Standard C-707.

9.2. Register Lens

Meter registers is permanently sealed. Register lenses is high impact resistant annealed glass or approved equal.

9.3. Vault Registers

For meters to be used in meter vaults, the register and wire connection is waterproof and corrosion proof. The register is capable of withstanding long term and repeated submersion in water.

9.4. Tamper Resistance

The meter register is attached to the meter body with a Torx tamper screw to prevent customer tampering and removal of the encoder register. All meter registers are supplied with a factory-potted wire connection.

9.5. Leak Indicator

A visual leak indicator is included on sizes 5/8" through 2" registers.

9.6. Interchangeability

Gear combinations in the register are the same from register to register, shipment to shipment, for all registers received of the same size.

10. System Software

The AMR control System Software must (1) operate the control computer that interacts with other AMR System components to obtain meter readings, (2) manage the database of meter readings and other information, and (3) interface to the City's Customer Information System (CIS).

10.1. System Description

The AMR System Software must provide the operator with reports of the current status and reading history of individual accounts and selectable groups of accounts. The software is able to sort and list accounts. The software is able to create user-defined account groups.

The AMR control System Software must store consumption profile data from MIUs in a SQL-compliant database, which must include account number, MIU ID number, meter number, meter readings, and date and time for each meter reading.

The AMR System Software must accept files from the City's CIS in a standard record layout in ASCII format and convert those files to a format compatible with the AMR System. It must also provide communication to the AMR System. It must also convert meter reading data from the meter reading system in turn to the record layout for transfer to the host system in ASCII format. The AMR System Software must incorporate menu-driven routines which prompt the operator through all phases of system operation.

AMR System should be able to utilize cellular endpoints located at each water meter. The endpoints will operate on FCC regulated frequencies. The cellular endpoint will operate at 800, 1100 or 1800 MHz band. All endpoints must operate with two-way capabilities from the endpoint to the AMR software.

In addition, system information, and other service tools will be provided to assist the utility in serving their customers. The AMA software will also be used to monitor and control system performance all the way down to the endpoint. The AMA software shall also provide a consumer engagement module that includes online access and a smart phone application to allow the utility customer access to their usage information.

The endpoint deployment design will be engineered by the contractor to utilize the public cellular network.

The AMR System Software must include the following functions:

- File Transfer Facility

- Host specific communication
- Hand-held load/unload
- File Maintenance Facility
- Manual route creation
- Route Maintenance
- Manual meter reading entry
- Reporting Facility
- Standard Reports
- Custom Report Generation
- Hosted and managed AMR software including...
- All AMA software upgrades and updates
- Periodic web-based training of AMA software
- Consumer engagement tools
- 24/7 Technical support for all supplied software and hardware
- Future-proof technology
- Upon contract renewal, manufacturer will supply endpoints with the most current technology
- All software and server updates are included by the contractor.

10.2. Interface to Billing System

The AMR System Software must automatically provide data, corresponding to all the accounts in a billing cycle, meter reading route or other grouping presented to it, to the CIS, in an ASCII, fixed field length file format. Each record provided to the CIS must contain at a minimum: premise number, MIU ID number and/or port number, billing cycle or route number, meter number, meter readings, meter readers' codes and comments, date and time for each meter reading, and tamper indications. The contractor's support personnel must provide the necessary technical support to complete the interface program for implementation of the meter reading system.

10.3. Updating Account Data

The interface file is used to update account information in the route management software during the reading process. At the beginning of each reading cycle, the route management software operator must create a file from the City's CIS that contains the meter reading data for reading purposes. Any changes in the meter number, MIU number or other changes is updated at this time. The AMR System Software's custom report feature may be used to create comma-delimited files that can be electronically transferred to other City databases from the AMR System database.

10.4. Recovery/Reset

The system is easily recovered and restarted in the event of any interruption or software freeze. The AMR System Software must incorporate a backup feature that can be run by the operator at the completion of any step during the reading process, enabling storage of all of the information in the AMR System database in a safe location. The contractor must provide the City with instructions and recommended guidelines for frequency and procedures for database backup.

10.5. Database

The AMR System Software must incorporate an SQL-compliant database to store consumption profile data obtained from MIUs.

10.6. Multiple Users

The AMR System Software is capable of supporting up to ten authorized City personnel during training through the client server configuration. The AMR System Software must be capable of supporting batch transfer of meter reading data while conducting queries from two separate computers.

10.7. Capacity

At a minimum, the AMR System Software is capable of handling 500,000 accounts and multiple routes.

10.8. Security

The data should be protected from online cyber threats.

10.9. Back-up

The AMR System Software must enable the operator to clear the previous readings and save them to the software's history file for future review.

10.10. Reports

The AMR System Software standard reports should contain, average usage, data reading efficiency and missed meters.

10.11. Traps for Questionable Readings

The meter reading system must be capable of flagging questionable readings through a high/low parameter check based on parameters set by the City's billing system. Any reading failing this test is flagged and may be reported using the standard or custom report feature. Should the latest reading on a meter be the same as the reading from the previous billing cycle, the system software must display a tamper flag. The AMR System Software must display messages for accounts with a continuous usage profile or potential leak. The AMR System Software must incorporate meter odometer roll-over, such that the reading will not be flagged as negative consumption.

10.12. Customization

The AMR System Software must include an ad-hoc custom report builder that allows the City to create and maintain as many custom reports as are needed to manage its system. Such reports shall generate comma-delimited value (CSV) output or similar files. Standard reports cannot be modified.

10.13. Software Documentation

The contractor must provide appropriate AMR System Software Installation and Operation Manuals, as well as training guides and quick reference guides, during training and installation of the Project. These documents must provide detailed information on the operation of the system. Documentation must include a system overview description, system flow charts, file descriptions and record layouts, database structure diagrams, description of program function and logic, back-up and recovery procedures, operating procedures, screen

layouts, data entry procedures, report descriptions, descriptions of all user options, and descriptions of all error messages.

10.14. Software License and Warranty

The Contractor acknowledges that the AMR System Software is licensed and the currently installed system is under warranty for the 60 month term of the contract and began on the date of System Acceptance. The Contractor warrants the AMR System Software is covered by Support Services for the life the AMR System. As part of the Support Services, the contractor must supply the City support, patches and corrections of "bugs" at no additional cost to the City of Chicago beyond the annual maintenance fee.

10.15. Maintenance and Escrow

The contractor should maintain the supplied software and supported for term of the agreement with enhancements, patches and corrections of "bugs", at no additional cost to the City beyond the annual maintenance fee. The contractor must promptly notify the City if it introduces newer or later versions of the software or any of its components. A copy of the software's source code, compiled form and documentation must at the contractor's expense be maintained in escrow by a data security company mutually agreed upon by the City and the contractor. If the software's licensor is dissolved, liquidated, or ceases doing business as an entity, or is put in receivership, the software is released to the City under circumstances acceptable to the City, which must have a nonexclusive, fully paid-up irrevocable, perpetual, worldwide right and license to use the software source code to the extent necessary to support and maintain the deliverables and performance of the system(s). The City is entitled to make copies of the software, including any third-party software, and any user manuals for backup and archival purposes.

10.16. Third-Party Software

The contractor asserts that it owns all of the software associated with the AMR System including the data collection and route management software. No additional licenses are required for the operation of the AMR System Software.

10.17. Meter Location Data

The AMR System Software is capable of interfacing to the City's GIS system as part of the standard interface or through other file formats.

10.18. The Contractor Will Fully Host and Manage the AMR Software

The AMR software will be hosted on a web-based network platform where any PC connected to the internet, using a compatible web-browser with user's assigned credentials, will be able to access the system.

This software provides ten (10) easy-to-use dashboard modules to enable users to perform the following functions, including:

- Customer notice - allows the DWM to send data out to users
- Endpoint health - percentage of successful transmissions within past 24 hours, plus alarms
- Top accounts by usage - displays top water users in system

- Favorites - defined by individual DWM user, displays those favorite accounts they want to track
- What's new - describes new features added since last software update
- Technical support - provides contact information and web-ex link for technical support
- System water usage - allows historical view of daily total system consumption
- Flow health - compares daily total system consumption by user type
- Billing reads - transfers data to and from billing

10.19. Advanced Metering Analytics

The AMR software platform shall allow the DWM to define metering analytics that affect utility operations such as:

- Metering Based Configurations
- Hourly/Daily Consumption
- Consumption Percentages
- Exceptions (Continual Usage Leaks, Cut-Wire Tamper, No Usage, Reverse Flow, Encoder Error)

The AMR software shall continually monitor the incoming data to alert DWM personnel when an exception condition exists, thus allowing the DWM to make better and faster business decisions.

10.20. Consumer Engagement

The AMR software shall provide a consumer engagement module that includes online access and a smart phone application to allow the DWM customer access to their usage information.

The AMR Software suite shall deliver four distinct ways to engage DWM customers:

- An online consumer engagement platform that enables customers to view and understand their usage profile through easy-to-understand consumption graphs and provides a simple method to establish alerts and water budgets to better manage their usage. Through this platform the DWM shall be able to communicate with their customers by posting DWM notifications and alerts that will be visible upon login by the customer.
- A Smartphone that brings the power of the online consumer engagement platform to the customer's iPhone or Android device.
- A summary electronic information delivery service, providing the customer usage information, alerting, reporting, billing to the customer's e-mail inbox.
- A paper-based Summary of the customer's usage information that the DWM may provide with the customer's billing statement.

10.21. Reporting Capabilities

Reports and tables generated by the software will have the ability to easily select and compile particular data for printing or exporting via csv format. The software will allow the DWM to search the database to easily locate specific customer information and readings. Historic customer reading information will be converted to consumption and allow graphical display for printing or exporting via csv format.

11. Documentation

11.1. System Manuals

The contractor will provide City of Chicago with all updated manuals and customized written documents, including user's guides for the route management software and the mobile and handheld data collection units, sufficient for installation, configuration operation, diagnostics and repair of the system, its software and its components. The contractor must provide five complete hard-copy sets of this documentation as well as 5 versions on CD-ROM or equivalent media.

11.2. Updates and Revisions

During the term of the Agreement, the contractor must promptly provide new manuals to the City should the City choose to upgrade its current software the contractor must provide release notes for any updates and fixes to current software.

11.3. Change Control Tracking

The contractor must maintain documents that track all changes to its products. Besides Installation and Operation Manuals, documents is provided upon request that outline changes for the contractor's software products.

12. Training

12.1. Objective

To perform extensive training of Department personnel responsible for implementation and operation of the AMR System to cover the Department's short and long-term training needs. long term needs to be accomplished by developing Subject Matter Experts (SMEs) responsible for exhibiting the highest level of expertise in applied meters, technology and installation procedures.

12.2. Timeline

The following training procedure will commence on the date in which the City issues the Notice to Proceed. It is anticipated the duration of the initial training procedure will last one months.

12.3. Responsibilities

The contractor will provide, at its expense, a minimum of 30 days of its product training to the Department in a form and format specified by the Department.

12.4. Development of SME Staff

The contractor must educate and train SME staff in all aspects of AMR reading software product line technology, , meter reading and troubleshooting proposed for the Project, including obtaining reads and consumption data from the AMR System; transferring reads and other information between the AMR System and the CIS; creating, analyzing and customizing performance reports; diagnosing potential problems with system components, and changing or adding customer accounts/MIU/meters to the AMR System. The training will be as follows:

- All SME candidates will undergo training covering their areas of required expertise as determined by the Department and will be required to show satisfactory understanding of all material with a test average of 70%.

- Observation: SMEs will observe the contractor conducting a minimum of two training sessions of Department personnel the training group will be a maximum of 10 Department personnel. The City will determine the Department personnel to be trained.
- SME: SME Staff will provide training duties together with the contractor Trainers to Department personnel. Each SME candidate will be responsible for participating in a minimum of two joint training sessions. The training group will be a maximum of 10 Department personnel.
- SME Individual Training: Upon completion of the joint training sessions, SME candidates will be responsible for two individual training classes to Department personnel. The training group will be a maximum of 10 Department personnel. The contractor Technical Trainers will be on site to observe and provide technical support, but the responsibility of the training session will belong to the SME candidates.
- Final Stages: Upon completion of the Individual Training, SME candidates will be responsible for a final examination on all subject material relating to their area of expertise and will be required to pass the examination with a minimum of 85%.

12.5. Testing

The contractor must construct a test to evaluate SME and Department participant learning of training course content and ability to perform all necessary functions of the AMR System. The contractor shall notify the Department of any employees that fail this evaluation, and provide them with additional training, at its expense, as required. During the training program set forth in this Section 12, the contractor must repeat any training session at no additional cost to the City if a majority of the trainees for any training session, including those conducted by SMEs, in whole or in part, have not attained the skills from the training session or fail the evaluation at the end of the training. If any trainee again fails training after the contractor has performed retraining, the City will designate a replacement trainee and the City's SME will train the replacement trainee.

12.6. Training Agenda

The training must include the following topics at a minimum:

- Handheld Operation
- Mobile Operation
- Trouble Shooting Procedures & Hardware
- Trouble Shooting Procedures & Software
- Data Profiler hardware and software operation and results analysis
- Installation-Case Studies-Hands-on-Individual/Team
- Connect Software Operation
- Gateway Operation
- Network Reader Software

The contractor will provide a detailed outline of each training session's objectives and content at least two weeks prior to the training session for Department review.

12.7. Training Aids

The contractor must provide trainees with workbooks, training aids, including software and video tapes, and system technical manuals prior to or during the training session at no additional cost to the City. At a minimum, the contractor must provide materials for each participant in the training sessions noted above and 5 extra copies for each training module.

12.8. Restore Equipment

The contractor shall restore, repair, or replace any City equipment in training and restore any hardware or software modified in training.

12.9. Supplemental Training

The contractor will provide one (1) three-day refresher training course per year during the Sixty (60) month deployment of the AMR reading System. Any additional or supplemental training requested by the Department will be provided by the contractor at the costs specified in the Fully Functional AMR System Fee Schedule.

12.10. Instructors

The contractor shall provide trained and experienced instructors and ensure that they do not perform other duties during the training period that will interrupt instruction. Additionally, the Department will provide trainees appropriate to the training (as determined in the City's discretion) and reasonably ensure that they do not perform other duties during the training period that will interrupt instruction. The instructors will provide a checklist to trainees to evaluate presentation of course materials for effective feedback to the Department.

13. Support

13.1. Initial Support Period

The contractor should provide on-site support for a period of 5 years from the date on which contractor commences full-scale installation at no additional cost to the City beyond the annual component and software maintenance fees.

13.2. Extended Support Period

The contractor shall provide telephone and online support to assist the City with any issues that arise from the meters, reading equipment, software and other system concern for at least 15 years from the date of NTP.

13.3. Telephone Support

The contractor shall provide trained persons to answer technical questions and guide City employees through the use or diagnosis of the system through a toll-free technical support line or via e-mail. Telephone support shall be available at a minimum from 7:30 a.m. through 5.00 p.m. Central time Monday through Friday. Calls placed to the contractor technical support number outside normal hours of operation will be returned within a 1/2 hour by a technician.

13.4. On-Site Support

Should an issue arise with the ORION system that cannot be resolved over the phone or through an Internet support session, the contractor will render on-site technical support within one business day of receiving a support call from the City.

13.5. System Monitoring by Contractor

The contractor shall provide an Internet support option to the City that allows for software upgrades and for the contractor technician to be able to connect to the server or control computer. The operator may request the Internet connection during a technical support call. The contractor shall not have the ability to connect to the City's system without its knowledge or approval.

13.6. Preventive Maintenance Provisions

The contractor's software shall enable the City to back up its meter reading system to any file location or medium, depending on the needs of the City, as part of its normal reading process. The backup feature shall be covered during training.

13.7. Escalation Provision

The contractor must provide an issues escalation provision in its Customer Relationship Management [CRM] System to address issues unresolved within a reasonable time frame.

14. Line Items

Following line items are part of the proposal:

1. Mobile Hosting Service Units CE/ME Monthly Subscription Fee Service - --applies to all accounts in portfolio which do not have a Cellular endpoint, all the data should be easily accessible by the DWM personnel and should match the DWM online security protocol
2. Mobile Hosting Service Monthly Subscription Fee Service Units for ORION Cellular LTE-M, LTE-MS, C, LTE endpoints, all the data should be easily accessible by the DWM personnel and should match the DWM on line security protocol
3. Mobile Read Module License Fee -the license to read the existing units. The data should be end to end encrypted with DWM security protocols. The mobile reading system should be same specification or equivalent to BEACON Saas system.
4. Mobile User Login License Fee - Mobile User Logins they will have accessing Field Director and/or ORION Mobile Read
5. Hourly Technical Support
6. METER READING SYSTEM -ON SITE ADDITIONAL TRAINING, 8 HOUR DAY
7. LTE-Cellular Endpoint

CELLULAR NETWORK -The endpoint must utilize a cellular aggregator that will allow the connection to multiple cellular networks.

CONFIGURATIONS-the contractor shall provide a fully potted endpoint that can be deployed in an indoor, outdoor, or submersible (pit) application. The endpoint shall be programmed in the factory and available for connectivity to a compatible absolute encoder register. The endpoint shall also be available in an endpoint-only configuration for field splicing, or with a submersible inline connector. Endpoint must be designed to be installed underneath a plastic or composite pit lid or through a standard 2" hole in a plastic or composite pit lid.

ENDPOINT TRANSMISSION - The endpoint radio frequency operation shall be a two-way bubble-up radio frequency transmission of the metering data, requiring no auxiliary communication necessary to trigger the transmission of the standard metering data. Endpoint must store a minimum of 120 days of time-synchronized hourly reading data. In the unforeseen event that the communication system is unavailable for a period of time, readings continue to be captured and

stored and returned to the utility upon system restoration. The endpoint must be capable of being remotely programmed for reading intervals of 1 hour or 15 minutes.

ENVIRONMENTAL - The endpoint shall, at a minimum, be able to withstand temperatures between -14° F to +131°F. In addition, the endpoint shall be fully potted to withstand harsh environments. Endpoints with replaceable batteries are not acceptable due to the rapid changes in endpoint technology.

POWER SOURCE - The endpoints must utilize battery that has a calculated battery life of over ten years and is non-replaceable.

WIRE TAMPER DETECTION - The endpoint must utilize a three-wire conductor cable, allowing monitoring of the integrity of its connection to the meter encoder. It will also indicate a tamper alert status within the endpoint transmission signal if either a short or open-circuit condition is sensed in the three-wire connection.

INTERVAL DATA - The endpoint must have the ability store the top of the hour meter reading data and transmit at least once per day.

IR PROGRAMMING - The endpoint will have infrared communication connection to aide in installation and troubleshooting.

RF PROGRAMMING - The endpoint will be capable of two-way communications with the AMR system, which allows for endpoint firmware upgrades and endpoint clock synchronization.

ENCODER COMPATIBILITY - A single endpoint shall be available which is fully programmed and capable of being used in conjunction with the Badger Meter ADE, HRE, HRE-LCD, Sensus, ECR II or ICE, Neptune, ProRead, ARB-V and E-coder, Hersey Translator, the Elster AM Co InVISION or Scancoder encoders, and the Metron-Farnier Hawkeye.



Badger Meter

Domestic Quotation
Quotation No. 3609670

Badger Meter Inc.
4545 W Brown Deer Road Milwaukee WI 53223
PO Box 245036 Milwaukee WI 53224-9536

To **Customer ID** 00008490
CITY OF CHICAGO
WATER METER DIVISION
1424 W PERSHING RD
CHICAGO
Illinois , 60609

Revised Date:
Pricing Effective Dates: 02-20-2025 - 02-19-2028

Salesperson	Proposal Subject	Shipping Terms / INCO Terms	Payment Terms
006123 LUIS VAZQUEZ	BEACON	PREPAY/NO CHARGE FCA FACTORY	

Line #	Description	Qty	Unit Net Price USD	Line Totals USD
1	BMI Part No.: 68886-301 Customer Part: MOBILE Description: BEACON MBL HOSTING SERV UNIT	5000	0.020	100.00
2	BMI Part No.: 68886-104 Customer Part: CELLULAR Description: ORION CELLULAR LTE SERV UNIT	350000	0.610	213,500.00
3	BMI Part No.: 68886-501 Customer Part: MOBILE Description: MOBILE READ MODULE SERVICE UNITS	5	10,488.000	52,440.00
4	BMI Part No.: 68886-502 Customer Part: MOBILE Description: USER LOGIN ANNUAL LICENSE SERVICE UNITS	15	384.000	5,760.00
5	BMI Part No.: 69328-902 Customer Part: MOBILE and/or CELLULAR Description: ON-SITE TRAINING, CUSTOM, FIRST DAY	50	3,045.00	152,250.00
6	BMI Part No.: 69328-912 Customer Part: MOBILE and/or CELLULAR Description: ON-SITE TRAINING,CUSTOM, ADDIT CONSECUTIVE DAY	50	1,825.00	91,250.00
7	BMI Part No.: 100-1028 Customer Part: MOBILE and/or CELLULAR Cat String: MB-7H-XX-XX Description: Mobile Data Collect, Ranger 7 HH,	20	8,900.00	178,000.00
8	BMI Part No.: 100-1030	20	1,200.00	24,000.00

Thank you for your business!



Line #	Description	Qty	Unit Net Price USD	Line Totals USD
9	Customer Part: MOBILE Cat String: MB-7M-7M-XX Description: Mobile Data Collect, ORION Module Only, ORION ME Module, BMI Part No.: 104-8233 Customer Part: MOBILE Cat String: MB-PL-XX-XX Description: Mobile Data Collect, Panasonic CF-33,	5	15,000.00	75,000.00
10	BMI Part No.: 100-2755 Customer Part: MOBILE Cat String: MB-MK-XM-XX Description: Mobile Data Collect, Mobile Kit, ORION ME Mobile Trans Kit,	5	3,900.00	19,500.00
11	BMI Part No.: 105-6285 Cat String: R4-BA1-E1CA-2E1-6DE-PX-XX-TJ-XX-B99 Description: REG 4, M25, HR-E LCD, 4CXN2 ORION, PL Lid/Shrd-GRY, KYD Scrw, 6D-10 Gal, SN DSq (Stp&BC) in, TT-25', CITY OF CHICAGO (ID=8490) 24 PACK,	25000	60.00	1,500,000.00
12	BMI Part No.: 105-6291 Cat String: E4-4E-DA-AN-PJAA-B0A Description: EP Only, For Enc, ORION ME, No Instl Kit, Pgtl-25', Grnd/Ocean-Pause, BMI STD, 24 PACK,	5000	93.00	465,000.00
13	BMI Part No.: 103-8206 Cat String: E4-4E-AM-AC-TAAA-B0A Description: EP Only, For Enc, ORION CELL C, LTE Wall Brkt, TT-8in, Grnd/Ocean-Pause, BMI STD, 24 PACK,	20000	110.00	2,200,000.00
14	BMI Part No.: 66220-221 Description: STD BILLING INTEGRATION FOR LEGACY SYSTEM UPG DE	2	110,000.00	220,000.00
15	BMI Part No.: 66220-121 Description: UTILITY PUBLIC RELATIONS SUPPORT PROGRAM PLUS PACK	1	75,000.00	75,000.00

Subtotal - USD	5,271,800.00
Total Price - USD	5,271,800.00

Notes and Assumptions

Thank you for your business!



Badger Meter

Domestic Quotation
Quotation No. 3609670

If applicable, sales tax and freight, if included on the proposal, is an estimate and will be recalculated based on rates and tax status in effect at the time of invoicing.

To expedite the order entry process, please ensure the following is noted on your purchase order: billing address, shipping address, purchase order number, quantity, price, payment terms, quotation number, and the vendor is listed as Badger Meter, Inc.

Please send all purchase orders to the contact that prepared this quotation for you.

BADGER METER, INC.


Kimberly K. Stoll (Apr 3, 2025 15:49 CDT)

Kimberly K. Stoll
VP - Sales & Marketing

Thank you for your business!



4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

February 20, 2025

Ms. Sharla Roberts
Chief Procurement Officer
The City of Chicago
121 N LaSalle St, RM 806
Chicago, IL 60602

RE: City of Chicago Sole Source Quote 3609670

Dear Ms. Roberts:

Badger Meter acknowledges that there were no stated MBE/WBE Participation Goals required in relation to the above-mentioned project. As such, Badger Meter is in compliance with all requirements related to those goals.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 or by email at proposals@badgermeter.com.

Sincerely,

BADGER METER, INC.

A handwritten signature in blue ink, appearing to read 'Charla D. Dury', written over the printed name.

Charla D. Dury
Assistant Secretary and Proposal Lead

OK

Contract Goal Participation Determination Form

Project Title: Automated Meter Reading and Related Services

Project Description:

Automated Meter Reading and Related Services

Specification No. 1305440

Requisition No. 618943

Funding Source(s): City ☒ Federal ☐ Other ☐

Target Market: Yes ☐ No ☐ MBI ☐ SBI I ☐ SBI II ☐

Previous Contract No(s): 14285

SCOPE OF WORK:

The Contractor will be required to supply and manage endpoints, AMR Software, software hosting, training and installation support necessary to furnish an infrastructure-free fixed network meter reading system. The System shall furnish hourly meter consumption information and meter-based analytical alarms to facilitate enhanced utility operation and management of the total water distribution system.

SUBCONTRACTING OPPORTUNITIES

(Subcontracting opportunity list is based on specialty areas of known Certified MBE/WBE/VBE/DBE contractors)

Type of Work	Estimated Dollar Amount	Percentage of Total Contract	Goal Percentage of Participation			
			MBE%	WBE%	VBE%	DBE%
			0	0	0	0
Total						

TOTAL ESTIMATED CONTRACT VALUE: \$ 5,271,800.00

GOAL RECOMMENDATION: MBE participation 2.5% WBE participation 2.5% VBE participation 0 DBE participation 0

For Construction Projects Only

RECOMMENDED PROJECT AREA: YES ☐ NO ☒ (If yes, attach a project/community areas map) %

Community Area.

Recommended: Bandy Connor
(User Department Authorized Signature)
Department of Water Management
(Name of User Department)

11/12/24

Date

Department of Procurement Services

Approved By:

Sharla D. Roberts
Sharla D. Roberts, Chief Procurement Officer

2-24-25
Date



CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 201987

Certificate Printed on: 08/21/2024

Date of This Filing: 08/21/2024 02:15 PM

Original Filing Date: 08/21/2024 02:15 PM

Disclosing Party: Badger Meter, Inc.

Filed by: Rachel J Meyer

Title: Assistant Secretary

Matter: Automatic Meter Reading System and

Relevant Services Contract No.: 14285

Applicant: Badger Meter, Inc.

Specification #: 34665

Contract #: 14285

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps1.chicago.gov/eds> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hays Companies, Inc. 1200 North Mayfair Road, Suite 100 Milwaukee, WI 53226		CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):														
INSURED Badger Meter, Inc. 4545 West Brown Deer Road Milwaukee, WI 53223		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: PHOENIX INS CO</td><td>25623</td></tr><tr><td>INSURER B: TRAVELERS PROP CAS CO OF AMER</td><td>25674</td></tr><tr><td>INSURER C: CONTINENTAL INS CO</td><td>35289</td></tr><tr><td>INSURER D: ACCIDENT FUND INS CO OF AMER</td><td>10166</td></tr><tr><td>INSURER E: COALITION, INC.</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: PHOENIX INS CO	25623	INSURER B: TRAVELERS PROP CAS CO OF AMER	25674	INSURER C: CONTINENTAL INS CO	35289	INSURER D: ACCIDENT FUND INS CO OF AMER	10166	INSURER E: COALITION, INC.		INSURER F:	
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INSURER D: ACCIDENT FUND INS CO OF AMER	10166																
INSURER E: COALITION, INC.																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 70295568

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X X	Y660 268J2023	01/01/24	01/01/25	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BA 2L694073	01/01/24	01/01/25	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		6076540927	01/01/24	01/01/25	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	UH WCP 100074452 02	01/01/24	01/01/25	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Cyber/Tech E&O (Prof Liab)		C-4LWN-137183-CYBER-2024	01/01/24	01/01/25	Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Chicago is included as Additional Insured on the General Liability policy and a Waiver of Subrogation applies on the General Liability policy when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Chicago Procurement Department 121 North LaSalle Street Suite 403 Chicago, IL 60602 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

February 20, 2025

Ms. Sharla Roberts, Chief Procurement Officer
The City of Chicago
121 N LaSalle St, RM 806
Chicago, IL 60602

RE: Sole Source Letter

Dear Ms. Roberts:

This letter is to confirm that Badger Meter is the exclusive software developer and authorized distributor of BEACON® Software as a Service (SaaS). Furthermore, Badger Meter is the exclusive manufacturer and authorized distributor of ORION® endpoints. Our solution is fully integrated, with Badger Meter overseeing the development, manufacturing, and distribution of both the product and software. BEACON SaaS and ORION endpoints are proprietary to Badger Meter and cannot be obtained from any other vendor.

For additional information, please see attached Exhibit A.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 or by email at proposals@badgermeter.com.

Sincerely,

BADGER METER, INC.

A handwritten signature in blue ink, appearing to read 'Charla D. Dury', written over a faint, stylized blue line.

Charla D. Dury
Assistant Secretary and Proposal Lead



EXHIBIT A





Badger Meter

BEACON® Advanced Metering Analytics

With ORION® Network as a Service (NaaS)

OVERVIEW

The BEACON® Advanced Metering Analytics (AMA) Solution with ORION® Network as a Service (NaaS) presents a simple, yet powerful solution to bring a new level of utility optimizing information to light.

The solution combines our intuitive BEACON AMA Software as a Service (SaaS) with a NaaS approach using proven ORION Cellular endpoints to deliver greater visibility and control over utility management.

Built-in infrastructure management services and a system design that keeps you in step with technology advancements, allows you to do what you do best—manage your water utility. Plus, built-in consumer engagement tools help enhance customer service, increase satisfaction and reduce costs.

SOFTWARE APPLICATIONS

BEACON Advanced Metering Analytics (AMA)

With tools beyond meter reading and network management, BEACON AMA software offers targeted Advanced Metering Analytics. BEACON AMA software puts interval meter data to work to increase efficiency in day-to-day utility operations and address demands for actionable intelligence.

- **Problem solver** – User intuitive data tools place the power of water consumption data at your fingertips, allowing you to rapidly respond to customer inquiries and quickly resolve—and even eliminate—many billing issues.
- **Customized design** – A customizable dashboard delivers information configured to user security access level in a format matched to the utility's individual requirements, providing data management integrity, security and control.
- **Works with you** – Integration with utility systems—billing, work order, inventory, Customer Relationship Management (CRM) and Geographic Information Systems (GIS)—streamlines and improves utility operations without disrupting the current utility billing interface file transfer process.
- **Find out fast** – Alert conditions can be set to monitor and notify users of system exceptions, including continuous flow, for faster leak detection.
- **Innovation at your service** – Secure, hosted platform with automatic software upgrades ensures the latest technology and features are always available.

EyeOnWater®

The BEACON AMA software suite includes informative consumer outreach tools to improve customer service consisting of the EyeOnWater consumer engagement website, smartphone mobile apps, and email or SMS text alerts, providing easy access to personal consumption data and alerts to potential leaks. With these tools, water consumers are able to view their usage activity, and gain greater understanding and control of what they use and the value you provide.

BEA-DS-00554-EN-10 (August 2020)



HARDWARE

ORION NaaS is powered by the proven ORION system for interval data capture and two-way communication. The solution employs cellular endpoints which, as they leverage the public cellular network and require no proprietary gateways to operate, dramatically reduce infrastructure requirements compared to a traditional fixed network. This speeds installations and simplifies expansion as a system evolves.

- **High resolution data** – ORION Cellular endpoints are programmed to automatically broadcast 15-minute meter reading and event data to the BEACON software up to four (4) times per day. The high resolution data helps identify potential customer-side leaks and other anomalies in water use, and provides the utility with a potent tool to enhance its customer service.
- **Two-way communication** – BEACON AMA software communicates with ORION Cellular endpoints to accomplish a number of system tasks, including requesting additional information from the endpoint and synchronizing the internal endpoint clock. If needed, the ORION two-way system architecture sends upgrades to the endpoint firmware over the air via the network, utilizing the powerful BEACON AMA software suite.
- **Data integrity** – Each message from the ORION Cellular endpoint is securely transported to the BEACON AMA software only via private network and never over the public internet.

SECURITY

BEACON AMA is ISO 27001 certified and SOC 2 examined for security, availability and confidentiality.

Product Data Sheet

TECHNICAL SUPPORT AND TRAINING

Configured for the utility, safe and secure BEACON AMA SaaS provides utilities with regular software updates, long-term support and maintenance. Comprehensive BEACON AMA training courses are available for online or on-site delivery at the time of system deployment. To maintain best practices, a library of online resources and options for group web-based training and support are also available. Once deployed, our technical support specialists can be contacted by phone, email and web to provide ongoing, customer-friendly support. Customized one-on-one training is available (fee applies) to further enhance user expertise.

Additionally, Badger Meter offers extended customized training to further enhance user expertise.

TECHNICAL REQUIREMENTS

BEACON AMA

Developed as a hosted software platform, BEACON AMA is a cloud-based application accessed through a standard web browser. Internet access is required. User logins provide secure access.

BEACON AMA supported web browsers include the latest and next previous major releases of Google® Chrome, Microsoft® Edge, Mozilla® Firefox®, Microsoft® Internet Explorer® (IE 11 only); and Apple® Safari®.

EyeOnWater Consumer Engagement

The EyeOnWater consumer engagement website is a cloud-based application accessed through a standard web browser. Internet access is required. Water consumer user logins provide secure access to their information.

Supported web browsers include the latest and next previous major releases of Google® Chrome, Microsoft® Edge, Mozilla® Firefox®, Microsoft® Internet Explorer® (IE 11 only); and Apple® Safari®.

EyeOnWater smartphone applications require Android 6.0 or iOS 9.1 or later, and can be downloaded from Google Play or the Apple Store.

SMART WATER IS BADGER METER

BEACON and ORION are registered trademarks of Badger Meter, Inc. Other trademarks appearing in this document are the property of their respective entities.

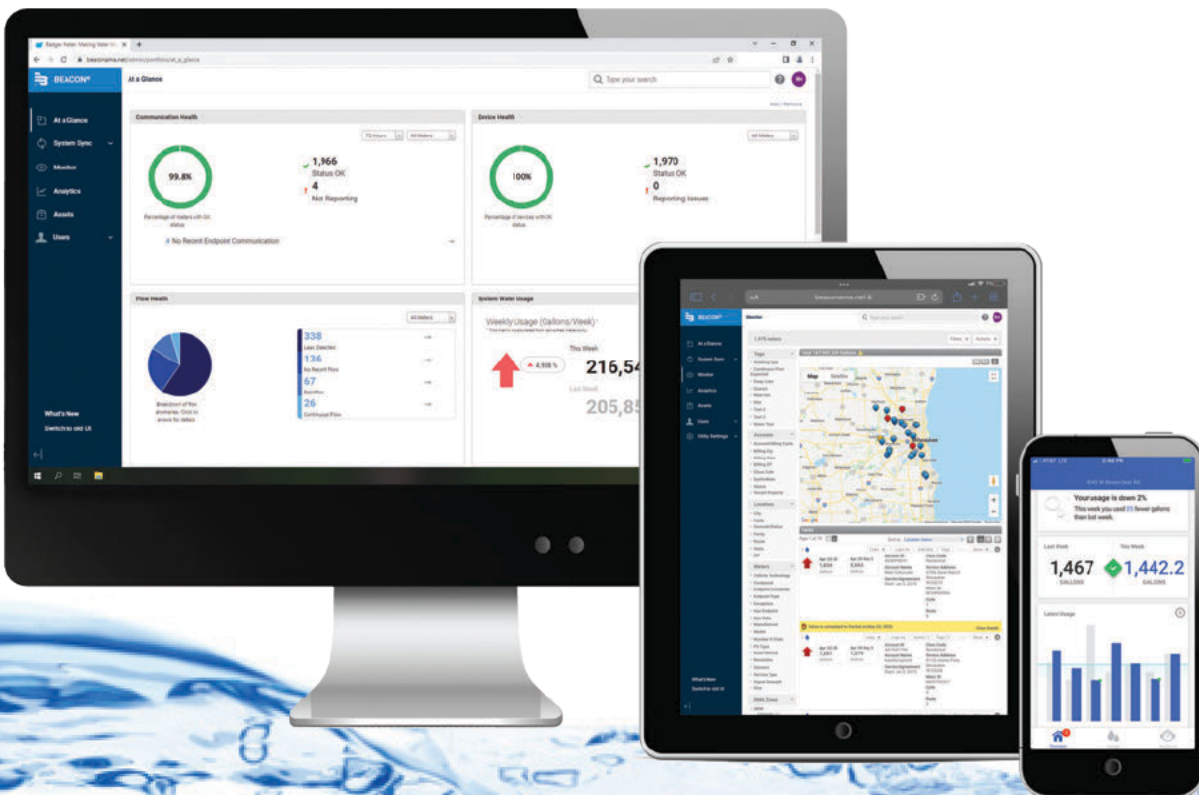
Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists. © 2020 Badger Meter, Inc. All rights reserved.

www.badgermeter.com



Badger Meter

BEACON® Software as a Service (SaaS)



SMART WATER IS BADGER METER

BEACON® Software as a Service – Clearly Better

BEACON® Software as a Service (SaaS) from Badger Meter puts your meter reading data to work to address your demands for actionable intelligence—and improve your water utility operations.

The BEACON SaaS solution combines the intuitive BEACON software with a Network as a Service (NaaS) approach using proven ORION® Cellular endpoints to deliver a simple yet powerful end-to-end solution. Built-in infrastructure management services and flexible system design eliminate maintenance and technology concerns.

Your clear path to better utility management begins today with BEACON SaaS.

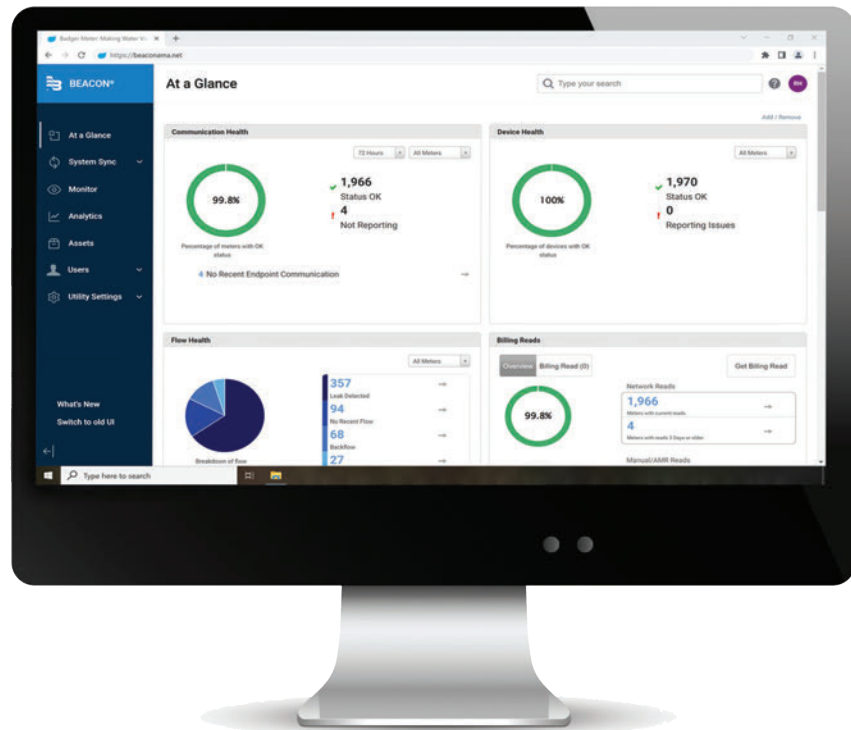
Better information. Better utility management. **Clearly Better.**



Turn Your Data into Proactive Intelligence

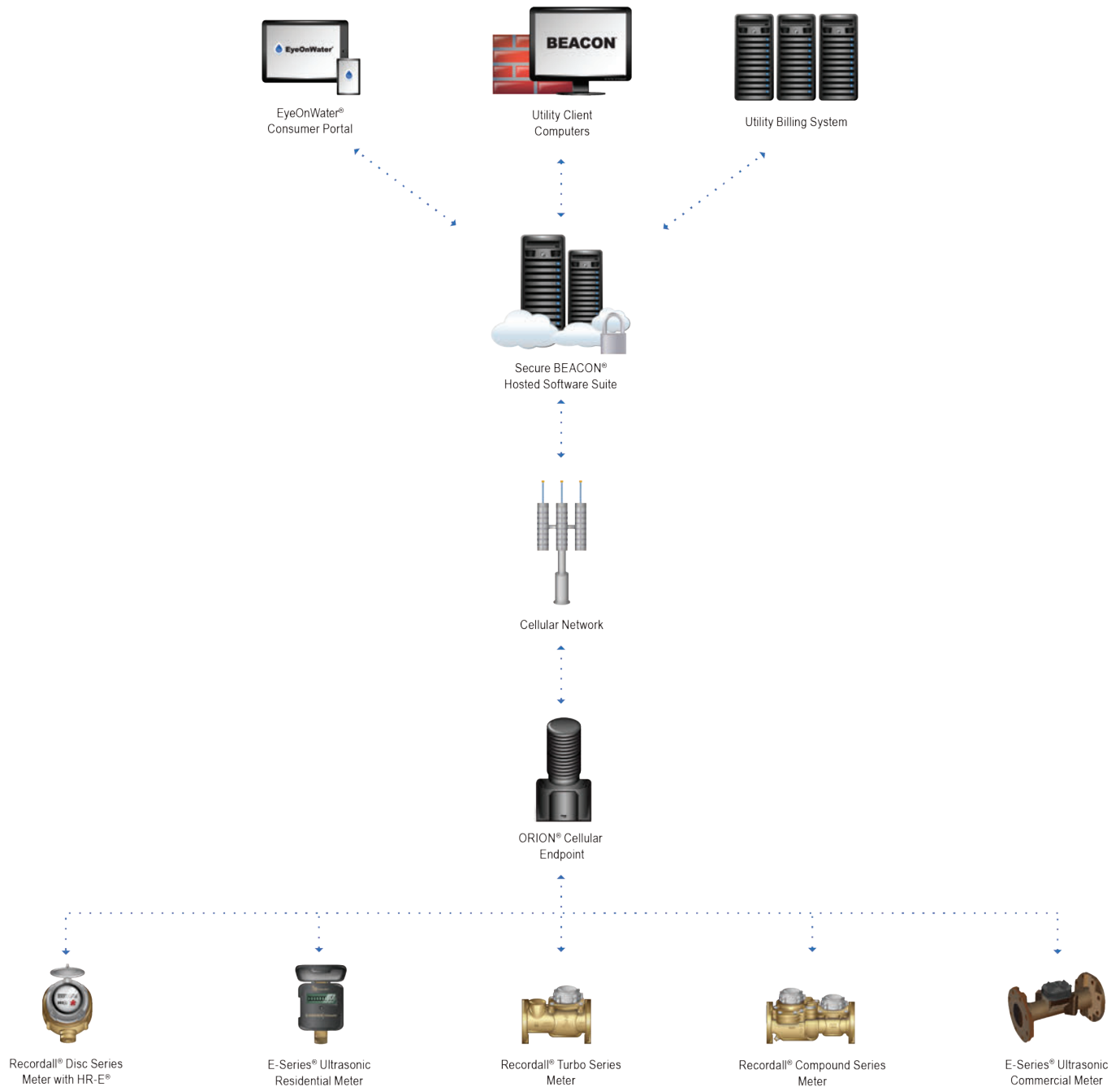
Fast, easy access to powerful information is imperative for utilities. You need it. Your customers expect it. And increasing government regulations demand it.

Built around our robust software suite, BEACON SaaS will put your meter reading data to work to address your demands for proactive intelligence—giving you greater visibility and control over utility management.



How BEACON SaaS Works

BEACON SaaS connects your meter reading data to powerful analytics, giving you all of the tools you need to optimize your utility management.



The Features You Need

From customer service to revenue management, you can count on BEACON SaaS to offer all of the features you need to transform your data into proactive intelligence for easy decision making.

Features include:

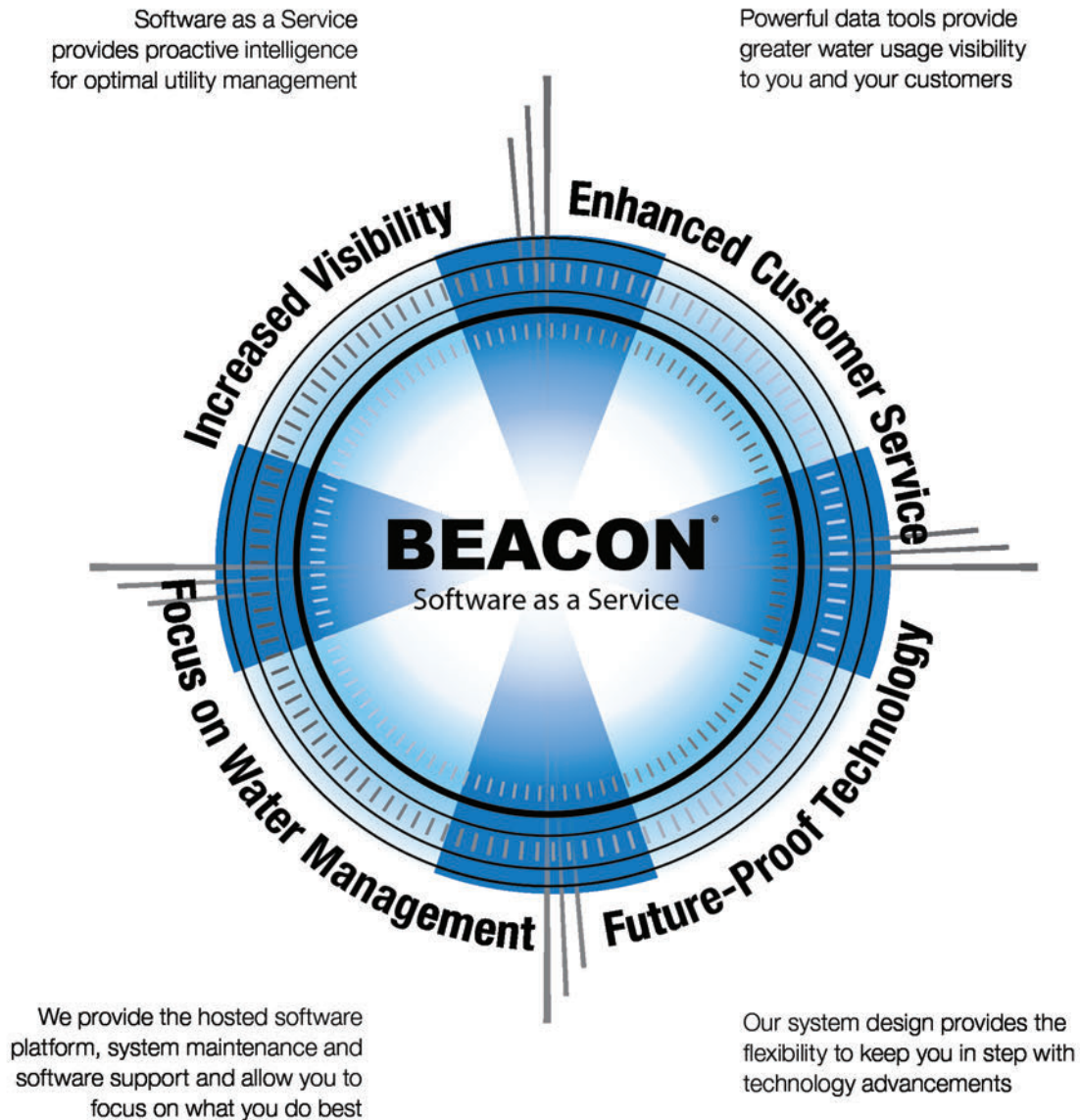
- Customizable dashboards to deliver information in a format matched to your requirements.
- Numerous alert conditions to monitor system performance.
- Customer service tools, including a consumer engagement website and smartphone and tablet apps, enable access to individual customer information.
- Secure, cloud-based—ISO 27001 certified and SOC 2 examined for security, availability and confidentiality.
- Automatic software updates.
- Built-in API's and data exchange modules support data transfer to utility billing, work order, inventory/asset management, Customer Relationship Management (CRM), Geographic Information Systems (GIS) and other utility systems.

EyeOnWater® consumer
engagement portal and
smartphone app



Clear Information. Clear Benefits.

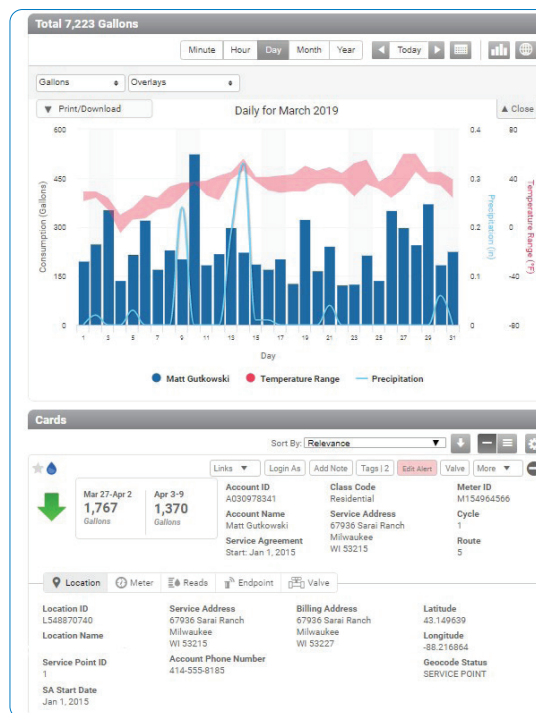
From customer service to revenue management, you can count on BEACON SaaS to transform your data into actionable intelligence. BEACON SaaS provides these valuable benefits:



BEACON SaaS and ORION
family of endpoints
bring utility-optimizing
information to light

Increased Visibility Through Analytics

- Customizable dashboards to deliver system-wide information to your desktop or device.
- Ability to proactively monitor exceptions.
- Automatic software upgrades keep your system up to date without discs or downloads to install.
- Built-in APIs and data exchange modules support data transfer to utility billing, work order, inventory/asset management, Customer Relationship Management (CRM), Geographic Information Systems (GIS) and other utility systems.



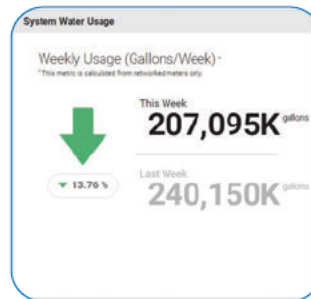
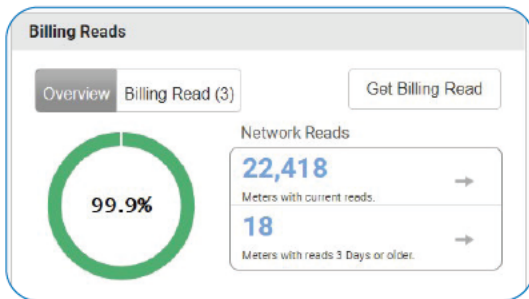
Your customers will be
able to view and track
their water usage with a
consumer engagement
website and/or
smartphone/tablet app

Enhanced Customer Service

- Consumption graphs with temperature and precipitation overlays provide an easy to understand picture of how water is being used by each customer.
- Consumer engagement website and smartphone/tablet app provide your end water customers with easy access to their usage activity to gain a greater understanding and control of their consumption patterns.

Focus on Water Management

- All BEACON SaaS solutions include the hosted software platform, system maintenance, software support and management information that allow you to focus your time and resources on managing your water delivery system.

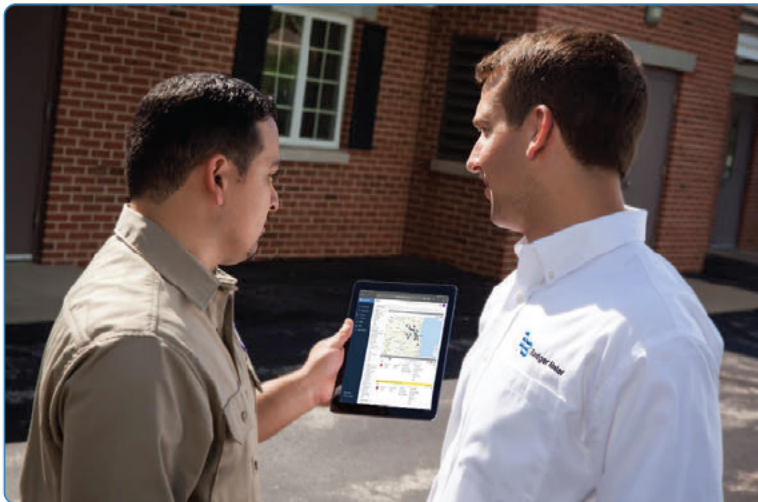


Focus your attention on managing your water delivery system

Future-Proof Technology

- With a BEACON SaaS solution, you receive the hosted BEACON software with regular updates and ORION NaaS with the latest ORION Cellular endpoint technology to future-proof your investment and keep your system in step with changes in technology.

Stay in step with changes in technology



Customizable Solutions to Fit Your Needs

Badger Meter offers a choice of NaaS, traditional fixed network, mobile, and consumer engagement solutions to meet your system management, water meter reading, reporting and outreach needs. Select the solution that is right for your utility:

- **NaaS:** With ORION Cellular endpoints, this solution leverages existing cellular networks to provide AMI benefits without infrastructure for the utility to manage, which offers utilities superior flexibility, reliability and efficiency.
- **Traditional Fixed Network Solution:** Our traditional point-to-point fixed network system combines smart meter endpoints with fixed network gateway transceiver technology.
- **Mobile Solution:** A comprehensive end-to-end solution for drive-by or walk-by meter reading.
- **EyeOnWater® Consumer Engagement:** Powered by the hourly reads of a NaaS or fixed network system, web portal and smartphone apps provide utility customers with access to their water consumption data, allowing them to view their usage activity and gain a greater understanding and control of the water they consume.



ORION Endpoints

BEACON SaaS solutions utilize our time-tested ORION family of endpoints to capture interval meter reading data through cellular, fixed network, or mobile communication technologies.

- **ORION Cellular:** Designed for maximum flexibility and rapid deployment, our water endpoint eliminates utility-owned infrastructure by utilizing existing cellular networks.
- **ORION Fixed Network (SE):** This system collects meter readings and enhances operations via a fixed network (AMI) system of gateways and endpoints.
- **ORION Migratable (ME):** This mobile (AMR) system collects meter data via drive-by and walk-by reading.

ORION Cellular LTE-M and LTE, ORION Fixed Network (SE) and ORION Migratable (ME) Endpoints



BEACON SaaS brings
peace of mind to your
utility operations

Simplicity and Peace of Mind

When you choose BEACON SaaS, you are assured all the advantages of a solution backed by Badger Meter—plus a delivery method designed for simplicity and peace of mind.

With BEACON SaaS, you receive the hosted BEACON Software and ORION NaaS with ORION Cellular endpoints. And, with our flexible system design, we help future-proof your technology investment for many years to come.



Your Choice Matters

Powerful analytics start with accurate, reliable meters. Badger Meter offers a comprehensive water meter product line for residential, commercial and fire service applications. Choose between our NSF-compliant family of Recordall® or E-Series® meters available in many different housing materials including BiAlloy, engineered polymer or stainless steel.

Your choice in a water metering solution counts—choose from the many Badger Meter offerings to find a solution that meets your specific needs.

Learn More

To learn more, visit www.badgermeter.com, call 800-616-3837 or contact your local sales representative.

SMART WATER IS BADGER METER

BEACON, ORION, EyeOnWater, Recordall and E-Series are registered trademarks of Badger Meter, Inc. Other trademarks appearing in this document are the property of their respective entities. Due to continuous research, product improvements and enhancements, Badger Meter reserves the right to change product or system specifications without notice, except to the extent an outstanding contractual obligation exists. © 2023 Badger Meter, Inc. All rights reserved.

www.badgermeter.com

Badger Meter | 4545 West Brown Deer Rd | PO Box 245036 | Milwaukee, WI 53224-9536 | 800-876-3837 | 414-355-0400

BEA-BR-00556-EN-10 (July 2023)

DEPARTMENT OF WATER MANAGEMENT

DWM-088-PRO SERV CONSULTING \$250,000orABOVE

[Auto Meter Reading System Services – Spec #1305440]

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and during the time period following expiration if Contractor is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

A. INSURANCE REQUIRED FROM CONTRACTOR

1) **Workers' Compensation and Employer's Liability (Primary and Umbrella)**

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than **\$1,000,000** each accident; **\$1,000,000** disease-policy limit and **\$1,000,000** disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

The Contractor may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) **Commercial General Liability**

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Contractor may obtain separate insurance to provide the required limits which will

not be subject to depletion because of claims arising out of any other work or activity of Contractor. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Contractor may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability

A Business Auto Policy covering any motor vehicles (owned, non-owned and hired) which are used in connection with work, services, or operations to be performed, must be maintained by the Contractor. Limits of not less than **\$1,000,000** per accident for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insured on a primary, non-contributory basis. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted.

The Contractor may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) **Umbrella or Excess**

Umbrella or Excess Liability Insurance must be maintained with limits of not less than \$**10,000,000** per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the Excess or Umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without the right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Contractor may use a combination of primary and Excess/Umbrella policies to satisfy the limits of liability required under Workers' Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

UM SGM-NA

5) **Professional Liability**

Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$**5,000,000** per claim. Coverage must include, but not be limited to, technology errors and omissions and pollution liability if environmental site assessments are conducted, when applicable. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

6) **Cyber Liability**

Cyber Liability must be maintained with limits of not less than \$**5,000,000** for cyber incident and coverage must include the following:

- Liability for network security failures or privacy breaches, including loss or unauthorized access, use or disclosure of City of Chicago data, whether by Vendor or any subcontractor or cloud service provider used by Vendor;
- Costs associated with a privacy breach, including notification of affected individuals, customer support, forensics, crises management / public relations consulting, legal services of a privacy attorney, credit monitoring and identity fraud resolution services for affected individuals;
- Expenses related to regulatory compliance, government investigations, fines, fees, assessments, and penalties where insurable by law;
- Liability for technological products and services provided by or created by Vendor, including intellectual property infringement or misappropriation.

- Liability for professional services provided by Vendor;
- PCI fines, fees, penalties, and assessments;
- Cyber extortion payment and response costs;
- First and Third-Party Business Interruption Loss resulting from a network security failure or system failure;
- Costs of restoring, updating, or replacing data; and
- Liability losses connected to network security, privacy, and media liability.

The City must be named as an additional insured. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted. Certificates of Insurance and Additional Insured Endorsements reflecting applicable limits, sub-limits, self-insured retentions and deductibles must be provided upon request. The certificate must confirm the required coverages in the 'Additional Comments' section or Contractor must provide a copy of the declarations page confirming the details of the cyber insurance policy. Contractor will be responsible for all deductibles, self-insured retentions or waiting period requirements. Contractor shall provide any coverage sublimits under the policy. In the event Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Chicago shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available. If the Cyber Liability and Tech E&O policy is written on a claims-made basis, the retroactive date should be prior to the commencement of this agreement/addendum. If the policy is written on a claims-made basis and non-renewed at any time during and up until the completion of the project or services, Contractor shall maintain coverage that meets these requirements for a period of not less than three years from the date of completion of the project or services with a retroactive date prior to the commencement of the project or services or shall purchase an Extended Reporting Period for at least a three year period. All insurance carrier(s) must carry an A.M. Best rating of at least A-, Class VIII.

Revision S2M-NAclution-10M NA

7) **Valuable Papers**

Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever and must have limits sufficient to pay for the re-creation and reconstruction of records any plans, designs, drawings, specifications, media, data, records, reports, and other documents are produced or used under this Agreement.

8) **Property**

Contractor is responsible for all loss or damage to City property at full replacement cost as a result of the Agreement.

Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

Insurance coverages that begin with "when," "if," or "where," are considered conditional, and it is the Contractor's responsibility to obtain the applicable coverage when performing such work, service, or operation as described in the conditional coverage paragraph(s). If it is determined that conditional coverage is not initially applicable, it is the Contractor's continuing responsibility to update the insurance coverage as needed. If at any time, the Contractor or City determines that a conditional coverage is applicable, the Contractor shall not perform the work, service, or operation in connection with the contract until evidence of all applicable insurance coverage is provided to the City.

9) Blanket Crime (when applicable)

When applicable, Contractor must maintain Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by employee dishonesty, forgery or alteration, funds transfer fraud, robbery, theft, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected or received and in the possession of Contractor at any given time under this Agreement.

B. Additional Requirements

Evidence of Insurance. Contractor must furnish the City of Chicago, Certificates of Insurance (COI) and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal COIs and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Contractor must submit evidence of insurance prior to execution of Agreement. The receipt of any COI does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the COI are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect the Contractor for liabilities which may arise

from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium. A copy of the physical endorsements must accompany the Certificate of Insurance for General Liability, Automobile Liability and Workers Compensation in order to comply with the insurance requirements.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of, and agrees to require their insurers to waive their rights of, subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City receives a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Contractor under this Agreement shall be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Contractor's Liabilities. The coverages and limits furnished by the Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

No Contribution by the City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Agreement.

Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation, Employers Liability and Professional Liability Insurance, and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. The Contractor is responsible for ensuring that each Subcontractor has named the City of Chicago as an additional insured where required, as well as specifically naming the City of Chicago as an additional insured on any endorsement form at least as broad and acceptable to the City. The Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, the Contractor must provide to the City Certificates of Insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Division maintains the right to modify, delete, alter or change these requirements.

STOP! Please select and update the correct insert below

myCOI – DPS/NonDPS Use Only Contractual Inserts

Add/Incorporate Draft Contract Language into Department of Procurement Services contracts currently being negotiated.

Draft Contract Language

Unless otherwise provided for by the authorized representative of the Department of Procurement Services (“City”), Contractor must register with the City’s online insurance certificate portal using the designated email registration link at [web address] and as specified in [Exhibit ____]. Accordingly, Contractor must provide a valid email address for both the Contractor and Contractor’s insurance agent or provider, as described in further detail in [Exhibit ____].

Contractor shall be responsible for ensuring that Contractor’s insurance agent or provider responds to requests generated by and sent via email from the City’s online insurance certificate portal requiring the upload of a certificate of insurance (COI) or any other required insurance documents directly into the portal. Contractor is further responsible for ensuring that any requests for insurance documentation during the Contract term are provided through the City’s online insurance certificate portal and that all such information uploaded is accurate and meets the requirements of [Exhibit ____].

COIs may not be submitted to the City via mail, email, fax, or other means unless specifically requested or agreed to by the City in that format. Contractor shall not be authorized to begin work or receive payment prior to registration in and receipt of COI in the City’s online insurance certificate portal, without the written authorization of the City Comptroller.

myCOI – DPS/NonDPS/Delegate Agency RFP/Q Solicitations

Add Specification Language to RFP/Q Solicitations

Specification Language: RFP/RFQ/Non-Competitive

Respondent, if selected, shall register with the City’s online insurance certificate portal using the designated email registration link provided at [web address] and as specified in [Exhibit ____]. Respondent shall provide a current and valid email address for both the contractor and the contractor’s insurance agent or provider, as described in further detail in [Exhibit ____]. The Selected Respondent is responsible for ensuring the submission of a certificate of insurance (COI) through the City’s online insurance certificate portal prior to award of a contract.

STOP! Please select and update the correct insert below

A Respondent selected for contract negotiation and award who fails to fulfill the requirement to register and submit a COI through the City's online insurance certificate portal may be deemed nonresponsive and the City may choose to instead engage a different Respondent for contract negotiation. If a Respondent is unable to register and submit the COI through the City's online insurance certificate portal and instead submits a printed insurance certificate prior to contract award, the City may accept a paper COI provided that written justification is provided explaining the Respondent's good faith efforts to comply with the terms of this section and the reasons why the submission could not be completed. Instructions for registering and submitting COIs are available at the following URL: <http://www.cityofchicago.org/COI>

myCOI – DPS/NonDPS/Delegate Agency BID Solicitation

Add Specification Language (Low-Bid) to Competitive Bid Solicitations

Specification Language: Low-Bid

Bidder, if selected for award of contract, must register with the City's online insurance certificate portal prior to contract award using the designated email registration link provided at [web address] and as specified in [Exhibit ____]. Accordingly, Contractor must provide a valid email address for both the Contractor and Contractor's insurance agent or provider, as described in further detail in [Exhibit ____].

A Bidder who does not fulfill the requirements to register and submit a certificate of insurance (COI) shall be deemed nonresponsive and its bid shall be rejected, except as otherwise provided below.

If a Bidder is unable to register and submit the COI through the City's online insurance certificate portal and instead submits a printed insurance certificate prior to the contract start date, the City may accept a paper COI provided written justification is provided explaining the Bidder's good faith efforts to comply with the terms of this section and the reasons why the submission could not be completed.

Instructions for registering and submitting the certification of insurance are available at the following URL: <http://www.cityofchicago.org/COI>. Subsequent to the contract start date, Contractor is responsible for ensuring that any requests for insurance documentation during the contract term are completed through the City's online insurance certificate portal and that all information uploaded is accurate and meets the requirements of [Section ____].

Exhibit ()

Registration and Submittal of Certificate of Insurance through myCOI

You will receive a registration e-mail from registration@myCOItracking.com. Please follow the instructions in the e-mail to complete your registration with myCOI. Outlined within this exhibit are step by step instructions on how to register.

Contractor's organizational contact for this contract and insurance related matters as well as your insurance agent's contact information will be needed for registration.

You do not need to provide a certificate of insurance during your registration; myCOI will work with your agent using the information provided during registration to obtain the certificate of insurance directly from your agent.

Once the certificate of insurance is submitted by your agent and is approved for compliance by myCOI notification will be provided.

Please add the following e-mail addresses to your safe sender list to ensure you receive all e-mail communication from myCOI: registration@myCOItracking.com, certificaterequest@myCOIsolution.com

If you have any questions, please contact myCOI directly at 317-759-9426, Ext. 105 or via e-mail at support@myCOItracking.com.



TRACKING SUCCESS

The Vendor Registration Process


myCOI's vendor registration takes approximately five minutes to complete. You, as the vendor, will set-up your sign-in information and provide some basic contact information for your insurance agent.

From here, you will not be contacted by myCOI unless your insurance agent is not responsive to our requests. This five minute registration process is intended to replace the hours of frustration vendors can experience when they are placed in the middle of communications between their insurance agent and a compliance administrator.

The screenshot shows an email from myCOI to "Sample Company, LLC". The email header includes the myCOI logo and the text "TRACKING SUCCESS". The body of the email contains the following text:

Sample Company, LLC

Please Register Today!



Demo Account has requested that you join their online certificate of insurance tracking portal.

To register, please click the link below. If you have already signed up for a company other than Demo Account, you may use the same username/password.

[Click Here to Register!](#)

You are receiving this message because your contract with Demo Account requires that you submit a Certificate of Insurance. Demo Account is using this system to make the process more efficient for all people involved, including you.

Account Setup

To register, all you need is an internet connection and less than 5 minutes. During registration, all of your insurance agent(s) contact information will be collected.

Agent Information Required:

- Name
- Address
- Phone Number
- Email Address

Benefits to You

- Certificates of insurance are collected directly from your insurance agent so that you are able to use the time you would otherwise be spending managing certificates focusing on your business.
- If your agent does not submit a compliant certificate in a timely manner, you will be notified.


Further Questions

You may visit our [Knowledge Base](#) to view frequently asked questions and other support articles. If you have a specific question, please email or call us using the contact information below.

Thank you for your participation,
Your Name
Title

myCOI | www.mycoitracking.com
(888) 602-6448 ext 105
support@mycoitracking.com

If you cannot click on the "Click Here to Register" link above, copy and paste this link into your internet browsers address bar:
<https://secure.mycoionline.com/Communication/VendorRegistration.aspx?code=403aa2400c46413aa5f009940c5a580d>

powered by 
www.myCOITracking.com

The process begins with you receiving a registration invitation from myCOI. Selecting the "Click Here to Register" link will begin take you directly to the registration page.

The first page of the registration will ask you to set up a user name and password.

myCOI Tracking Success. (888) 692-6448 | [Get help](#)

1 Registration **2 Contact Information** **3 Insurance Agents** **4 Confirm Registration**

Please create a new account or log in

To complete this registration you will need the following information about your insurance agent(s):

☒ I need to create a new account with myCOI

- Agent name
- Agency name
- Agency address
- Agency phone number
- Agent email address
- Policy lines written by your agent

If you do not have the above information, you should contact your insurance agent before proceeding.

[Why am I being asked to register?](#)

USERNAME

PASSWORD

CONFIRM PASSWORD

USERNAME

PASSWORD

[Forgot your username or password?](#)

Help

Next >

Next, you will then set a security question.

myCOI Tracking Success. (888) 692-6448 | [Get help](#)

1 Registration **2 Contact Information** **3 Insurance Agents** **4 Confirm Registration**

Set Your Security Question & Answer

If you should ever forget your password and need to reset it, you will be asked to provide the answer to your chosen security question.

SECURITY QUESTION *

What was your childhood nickname?

What was your childhood nickname?

What is the name of your favorite childhood friend?

What is your oldest sibling's birthday month and year? (e.g., January 1900)

What is your oldest sibling's middle name?

What was your childhood phone number including area code? (e.g., 000-000-0000)

What was the name of your first stuffed animal?

What was the last name of your third grade teacher?

What is your youngest brother's birthday month and year? (e.g., January 1900)

In what city or town was your first job?

What is the name of a college you applied to but didn't attend?

< Back

Next >

The next part of the registration will ask you to review and confirm that the contact information

\\dc07nas02-smb\water\SHARED\DEPAUL\PROCUREMENT\a_ALL PROJECTS (except BES)\NCRB Badger Meter\Req618943 1305440 AMI\Insurance_2) Exhibit122123 DoL_myCOI next steps (1).docx

myCOI has on file is correct. If the information is incorrect, you will revise the information on this screen before moving forward.

Your Contact Information

This is the person from your organization to whom myCOI will send notification regarding your compliance status.

* Indicates a required field.

COMPANY NAME *

FIRST NAME *

LAST NAME *

ADDRESS 1 *

ADDRESS 2

CITY *

COUNTRY *

UNITED STATES

STATE/PROVINCE *

ALASKA

POSTAL CODE *

PHONE *

EXT:

SECONDARY PHONE

EXT:

FAX *

I DON'T HAVE A FAX NUMBER

EMAIL *

COMPANY TAX ID

YEAR COMPANY STARTED

DO YOU HAVE EMPLOYEES IN THE FOLLOWING STATES? (CHECK ALL THAT APPLY)

[WHAT'S THIS?](#)

☐ NORTH DAKOTA ☐ OHIO ☐ WASHINGTON ☐ WYOMING

Help

Next you will be asked to add your insurance agent contact information and select the policy lines the insurance agent writes for you. If you have multiple insurance agents, there is an "add another agent" button located at the bottom of the screen.

Agent Contact Information

This is the person we will contact to provide certificates of insurance for the policy lines you indicate on the right. You may need to call your insurance agent to get this information.

* Indicates a required field.

AGENT NAME *

AGENCY *

ADDRESS 1 *

ADDRESS 2

CITY *

COUNTRY *

UNITED STATES

STATE/PROVINCE *

ALASKA

POSTAL CODE *

PHONE *

EXT:

ALTERNATE PHONE

EXT:

AGENCY FAX

AGENCY EMAIL *

Select the types of insurance this agent writes for you:

☒ GENERAL LIABILITY

☐ AUTOMOBILE LIABILITY

☐ UMBRELLA/EXCESS

☐ WORKERS COMPENSATION

☐ PROPERTY INSURANCE

☐ PROFESSIONAL LIABILITY

☐ POLLUTION / ENVIRONMENTAL

☐ CARGO LIABILITY

☐ LEASED EQUIPMENT

☐ RIGGER'S LIABILITY

☐ BAILEE'S CUSTOMERS GOODS

☐ INSTALLATION FLOATER

☐ WAREHOUSE LIABILITY

☐ BUILDER'S RISK

☐ STOP GAP

☐ LIQUOR LIABILITY

☐ BOILER & MACHINERY

☐ I HAVE A WORK COMP WAIVER/CLEARANCE

< Back

Add Another Agent I'm Done >

Help

Once you are finished adding your insurance agent(s), click the "I'm Done" button.

\\dc07nas02-smb\water\SHARED\DEPAUL\PROCUREMENT\a_ALL PROJECTS (except BES)\NCRB Badger Meter\Req618943 1305440 AMI\Insurance_2) Exhibit122123 DoL_myCOI next steps (1).docx

Including the agent's correct email address and selecting the correct types of insurance the agent writes is critical to myCOI's success in obtaining the necessary insurance documents.

On the next screen, you will be able to confirm the information you entered for your insurance agent(s). You are able to go back and revise the information if needed. Once you have confirmed that all insurance agents have been added and all data is correct, click the "Next" button.





Review Insurance Agents

WORKERS COMP WAIVER/SELF-INSURED

If you have a Workers Compensation Waiver or are Self-Insured, you must add your personal contact information as the Agent for the related policy lines.

[Add Another Agent](#)

Name	Agency	# Lines of Coverage	Agent Type	Edit	Delete
ABC Agent	123 Agency	6	Insurance Agent		

[< Back](#)

[Next >](#)

This completes the myCOI registration process! The myCOI system will automatically reach out to your insurance agent(s), using the email address you provided during registration, to obtain a copy of the certificate of insurance and any other necessary insurance related documents.

myCOI Tracking Success.

(888) 692-6448 | [Get help](#)

1 Registration

2 Contact Information

3 Insurance Agents

4 Confirm Registration

Thank You for Registering with myCOI

What happens next?

We will contact your insurance agent(s) shortly to begin requesting certificates of insurance for Demo Account (unless you are self-insured). Please let your insurance agent(s) know that we will be emailing them from the email address CertificateRequest@myCOIsolution.com to request certificates of insurance and that their response is required in order for us to report your compliance.

If you have any further questions about this process, or would like to give us feedback, please email us at support@myCOItracking.com or call us at 888-692-6448 x105.

Does your company track Certificates of Insurance? Would you like an easier way to complete the task?
[Request a demo today!](#)

For security purposes we suggest closing your browser window.

Help

Need more help?

Our myCOI Care Team is always there for you!

[1-317-759-9426 ext 105](tel:1-317-759-9426)

support@myCOItracking.com

Summary of Usage for Automated Meter Reading and Related Services

To: Sharla D. Roberts
Chief Procurement Officer
Department of Procurement Services

ATTN: Steve Loboda
Deputy Procurement Officer

SUBJECT: Sole Source Procurement Summary and Usage for Parts and Services
Automated Meter Reading and Related Services
Badger Meter, Inc.
Specification Number: 1305440
Requisition Number: 618943

The Department of Water Management (“DWM”) anticipates spending for the Parts and Services in the following years:

- Year 1 40% Spending
- Year 2 30% Spending
- Year 3 30% Spending

If you have any questions, please contact Michael Azzo, Contracts Administrator at 312.742.1208 or Michael.azzo@cityofchicago.org.

Re: {EXTERNAL} Automated Meter Reading and Related Services - NCRB Project

From Michael Azzo <Michael.Azzo@cityofchicago.org>

Date Tue 10/1/2024 10:52 AM

To Vazquez, Luis <LVazquez@badgermeter.com>

Cc Wright, Mark <mwright@badgermeter.com>

 4 attachments (2 MB)

Quote #3609670_ FINAL_ sole source pricing.pdf; City-Term and Conditions - Meter Reading.doc; Sole Source Letter - Badger.pdf; Vendor MBE WBE Letter (1).pdf;

Good Morning,

Thank you for answering the call. Attached you will find the Quote 3609670 with the City of Chicago. This was submitted for review to the Non-Competitive Review Board (NCRB).

The NCRB reviewed the request and had requested the following:

- Quote: Per the NCRB policy, the vendor's quote must make pricing available for 12 months from the time submitted in order to allow for NCRB approval and negotiation and award of the new agreement.
- There's no copy of an email showing that you sent the vendor our current terms and conditions.
- There's no letter from the vendor stating why they have an exclusive provider for these services.

Additionally, attached are a Sole Source and a Minority and Women Business Enterprise letters. These letters will be included in the packaged request, but they need an update for the date and the new Chief Procurement Officers name. The new Chief Procurement Officer is now Sharla Roberts.

Please let me know if you have any questions on the request.

Thank you,
Michael.

Attached:

Quote #3609670

City of Chicago Terms and Conditions - Meter Reading

Sole Source Letter - Badger

Vendor MBE WBE Participation Goals Waiver Request.

Michael Azzo | Contracts Administrator

City of Chicago | Department of Water Management

DWM Contracts and Procurement | Jardine Water Purification Plant

312.742.1208
