



Amendment No. **5**
to
Contract No. MA 2200 PA180000010
for
AMI Program Management Consultant Services between
West Monroe Partners, LLC
and the
City of Austin, Texas

- 1.0 The City hereby amends the above referenced contract to add Exhibit A – Systems Integration Support Scope of Work to the Contract.
- 2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term:	\$1,981,000	\$1,981,000
Amendment No.1: Admin Increase and SOW added. 04/10/19	\$60,000	\$2,041,000
Amendment No.2: Admin Increase and SOW added. 11/01/19	\$60,000	\$2,101,000
Amendment No.3: Phases 4-6 SOW and Price Added	\$6,355,000	\$8,456,000
Amendment No. 4: Add IT Support SOW	\$0.00	\$8,456,000
Amendment No.5: Add System Integrations Support SOW 9/14/20	\$0.00	\$8,456,000

- 3.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 9.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

Adam
Gersting

Digitally signed by Adam
Gersting
Date: 2020.09.18
11:53:55 -05'00'

Signature & Date:

Matthew
Duree

Digitally signed by
Matthew Duree
Date: 2020.09.18
15:20:04 -05'00'

Printed Name: _____

Authorized Representative

West Monroe Partners, LLC
Chicago, IL 60606

Matthew Duree, Procurement Manager
City of Austin Purchasing Office

Exhibit A

System Integrations Support Scope of Work

Context & Objective:

Austin water is looking to assist with Systems Integrations activities for its AMI project and is seeking expertise that will assist with web services development and deployment (SOAP and REST), message broker configuration, service environment enhancements, IPS-CC&B interface mods, and IPS-AMANDA interface support and enhancements.

Activities and Deliverables:

West Monroe will work on the following activities over the next 4 months:

- Enhance the existing IPS-CC&B interface to support Meter Exchanges to replace conventional meters with smart meters to include the different components of the smart meter. Field Activities (FA's) in CC&B and Service Request (SR's) in IPS need to be created to track this work.
- Exception log: Development of a web page to display exceptions related to meter exchanges with the ability to assign tasks to an AW business user to fix issues and re-dispatch FA's or SR's once the issues are fixed.
- Exception log: Web Services back end to populate exceptions database related to meter exchanges and survey information to generate the information necessary to be displayed on the front end.
- Assist with the deployment of source code to the production environment, update the publisher and subscriber used by the message broker in order to create and close Field Activities and Service Requests in CC&B and IPS respectively to track the work necessary to perform meter exchanges and its related activities.
- Commit any code changes into the GitHub Enterprise Version Control Software that is used by the AMI team to handle different versions of application development and systems integrations and merge that into the production branch when the code is ready for production.
- Troubleshoot issues after the meter exchange and exception log pieces are live.
- Perform unit testing to make sure the source code meets the user stories acceptance criteria.

Team:

West Monroe will continue to provide the expertise of following team members. Any change in resources or staffing will be communicated to Austin Water at least one week prior to the resources departure (unless it is not possible due to extenuating circumstances):

1. Vamshi Gujju: Developer
2. Justin Licke: Program Manager
3. Brian Moore: Oracle CC&B Expert
4. Other Technology Experts as needed

Assumptions:

1. Work will be delivered remotely
2. Austin Water will provide all adequate access to West Monroe resources in a timely manner to enable completion of work by the associated deadlines

Schedule:

For the purposes of this scope and fee proposal, the estimated end date of this Change Order is **January 15, 2021.**

Fee:

West Monroe anticipates total fee inclusive of all travel for this scope to be **\$128,000.**

VAMSHI GUJJU

vgujju@wmp.com • 2821 Carlisle St • Apt 135 • Dallas, TX 75204 • (817) 907-8815

EDUCATION

The University of Texas at Austin	Bachelor of Business Administration, Business Honors, MIS <i>Minor: Marketing</i> <i>Certificate: Elements of Computing</i> <i>Overall GPA: 3.76</i>	May 2018
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WMP PROJECTS

BPO Call Center - Technical Analyst		Summer 2020
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- Conducted stakeholder interviews to understand the current state and determine gaps for future state
- Helped architect the future state, inclusive of Web Services Integration, Security Considerations & Data Management

Physical Security Firm - Developer		Spring 2020
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- Conducted stakeholder interviews to determine requirements for next generation monitoring system
- Worked with tech team to help architect the AWS + Java infrastructure to support the next generation system
- Developed Java REST API services to build out a future state POC

Threat Hunting (Internal) - Lead Developer		Winter 2019
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- Created and maintained a C# application to collect logs and other relevant security data from machines on a domain

Financial Institution - Technical Analyst		Summer 2019
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- Analyzed legacy C# code to determine dependencies
- Created a refactoring/cleanup plan to modernize codebase while minimizing risk to production services

Law Firm - Developer		Winter 2018 - Spring 2019
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- Developed an internal intranet with Angular and Sharepoint
- Owned some of the more complex features, such as a component-based timeline

PERSONAL PROJECTS

Home Inspection Scheduler		Summer 2020
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- Interviewed home inspectors and real estate agents to design an automated scheduling experience
- Architected and built backend REST API services and third-party Web Service Integrations with Python
- Architected and built a front-end with JavaScript, HTML, and CSS

MIS 333K: Web Application Development (<i>6th place out of 28 teams</i>)		Fall 2016
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- Developed a custom iTunes application on Microsoft Azure using C#, Razor, LINQ, Identity Framework, and JavaScript

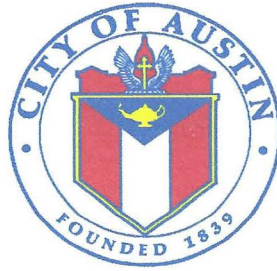
ADDITIONAL INFORMATION

Computer Skills: Python, C#, Java, AWS, Azure, Angular, React, HTML, CSS, JavaScript, SQL

Languages: Proficient in Telugu and Basic Knowledge in Spanish

Interests: Rock Climbing, Parkour, Hiking, Chess, Skateboarding, Reading, Tricking

Work Eligibility: Eligible to work in the U.S. with no restrictions



Amendment No. 4
to
Contract No. MA 2200 PA180000010
for
AMI Program Management Consultant Services between
West Monroe Partners, LLC
and the
City of Austin, Texas

- 1.0 The City hereby amends the above referenced contract to add Exhibit A -
Supplementary IT Support Scope of Work to the Contract.
- 2.0 The total Contract amount is recapped below:

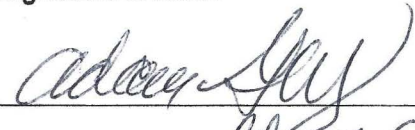
Term	Contract Amount for the Item	Total Contract Amount
Basic Term:	\$1,981,000	\$1,981,000
Amendment No.1: Admin Increase and SOW added. 04/10/19	\$60,000	\$2,041,000
Amendment No.2: Admin Increase and SOW added. 11/01/19	\$60,000	\$2,101,000
Amendment No.3: Phases 4-6 SOW and Price Added	\$6,355,000	\$8,456,000
Amendment No. 4: Add IT Support SOW	\$0.00	\$8,456,000

- 3.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 9.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

Revised 8/4/2014

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

 5/13/2020
Printed Name: Adam Gersting
Authorized Representative

West Monroe Partners, LLC
Chicago, IL 60606

Signature & Date:

Matthew
Duree

Digitally signed by
Matthew Duree
Date: 2020.05.13
08:27:05 -05'00'

Matthew Duree, Procurement Manager
City of Austin Purchasing Office

Exhibit A

PROPOSAL for Supplementary IT Support **Scope of Work**

Objective:

West Monroe Partners, LLC (West Monroe) services related to additional DevOps support to Austin Water.

Context:

Over the last 2 months, West Monroe has deployed an additional resource to help Austin Water with DevOps set up and support. There was no change order associated with this additional support. There is now need to extend that resource for an additional 10 weeks to continue and complete the DevOps setup. This Change Order lays out the additional activities and deliverables associated with the extension.

Deliverables:

1. Create additional dashboards in Azure DevOps to reflect progress and identify where escalation is required. The requirements to be defined jointly with Austin Water and West Monroe
2. Create technical documentation as needed to be handed off to Austin Water staff so that they can support the DevOps environment on an ongoing basis

Activities:

1. DevOps Administration and continued process improvements
2. Schedule Agile ceremonies, identify items in the backlog that require grooming, schedule refinement meetings, manage test plans, update dashboards
3. Requirement gathering and obtaining clarification to further groom user stories so the work can be passed to IT
4. Incorporating feedback through continuing development process
5. Facilitating/troubleshooting session for bugs identified in development process
6. Provide support/training ('how to') to business users that need help utilizing the tool

Assumptions:

1. The support period will begin on April 24, 2020 and continue on for a 10-week period ending on July 3, 2020 (~10 weeks).
2. Austin Water staff will be available for meetings and workshops as requested by West Monroe
3. Austin Water will provide necessary access to systems and tools as requested by West Monroe

Additional Services:

Services not discussed in this Scope of Work can be provided as Additional Services. Any such services will be authorized by West Monroe Partners and the City of Austin, and a Scope of Work and Compensation for Additional Services agreed to prior to their performance.

Schedule:

For the purposes of this scope and fee proposal, the estimated duration of this Scope of Work is approximately 10 weeks

Fee:

West Monroe anticipates total fee for this scope to be **\$60,000.**



Amendment No. 3
to
Contract No. MA 2200 PA180000010
for
AMI Program Management Consultant Services between
West Monroe Partners, LLC
and the
City of Austin, Texas

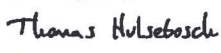
- 1.0 The City hereby amends the above referenced contract to increase available funding in an amount not to exceed \$6,355,000 effective upon execution of this amendment.
- 2.0 The City hereby amends the above referenced contract to add Exhibit A Scope of Work Phases 4-6, Exhibit B Resource Allocation Plan, and Exhibit E Exceptions to the SOW.
- 3.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term:	\$1,981,000	\$1,981,000
Amendment No.1: Admin Increase and SOW added. 04/10/19	\$60,000	\$2,041,000
Amendment No.2: Admin Increase and SOW added. 11/01/19	\$60,000	\$2,101,000
Amendment No.3: Phases 4-6 SOW and Price Added	\$6,355,000	\$8,456,000

- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 9.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

DocuSigned by:

3A2AE7BD150542F

Printed Name: Thomas Hulsebosch
Authorized Representative

West Monroe Partners, LLC
Chicago, IL 60606

Signature & Date:

 2-20-20

Matthew Duree, Procurement Manager
City of Austin Purchasing Office

EXHIBIT B

ATTACHMENT 1: RESOURCE ALLOCATION PLAN

Contract # - AMI Consulting Phases 4 through 6 (West Monroe Partners)

All Invoice amounts include travel Atlas Invoices West Monroe Partners Directly							
Deliverable Description	Budget	Effort level % of total number weeks	Projected Atlas Invoicing % of Total Invoice	Projected Group Solutions Invoicing % of Total Invoice	Start Date	End Date	Duration in weeks
A. Phase 4 (Fixed Fee)	\$1,788,000						52
Plan for Pilot	\$294,725	16%	17%	17%			9
- Updated Radio Network Plan	\$44,725						9
- Parallel Business Ops Environment Setup	\$15,000						9
- Project Plan for Pilot	\$150,000						9
- OCM Plan	\$50,000						9
- Refined Outreach Plan	\$10,000						9
- Redundancy Architecture	\$10,000						9
- Release Strategy for IT Components	\$15,000						9
Manage Integrations	\$776,110	43%	26%	0%			48
- Approved Integrations							48
Validate	\$584,538	33%	17%	0%			17
- Updated Project Plan	\$146,135						17
- Pilot Validation Report	\$250,000						17
- Reporting on Test Results	\$100,000						17
- KPIs/SLAs mapped to vendor contracts	\$88,404						17
Optimize	\$132,626	7%	0%	0%			4
- Lessons Learned Document							4
B. Phase 5 (Fixed Fee)	\$3,362,000						156
Plan for Full Deployment	\$840,500	25%	6%	0%			143
- Refined Radio Network Plan	\$44,725						143
- Refined AMI Deployment Plan	\$350,000						143
- OCM Plans (Comm, Sponsor, Training, Coaching, Resistance)	\$150,000						143
- Refined Outreach Plan	\$100,000						143
- Data Governance and Management Plan	\$70,000						143
- Refined Data Security Policies	\$60,000						143
- Redundancy Architecture	\$65,775						143
Manage Integrations	\$840,500	25%	22%	0%			156
- Approved Integrations							156
Validate	\$840,500	25%	11%	0%			143
- AMI Spending Plan	\$150,000						143
- Validation Report	\$350,000						143
- Reporting on Test Results	\$40,500						143
- KPIs/SLAs mapped to vendor contracts	\$300,000						143
Optimize	\$840,500	25%	0%	0%			143
- Periodic AMI Status Reports							143
C. Phase 6 (Fixed Fee)	\$188,000	100%	0%	0%			13
Comprehensive AMI Validation Report	\$150,000						13
Transition Plan	\$20,000						13
Final Sign Off	\$18,000						13
D. Outreach Plan Execution (Fixed Fee)	\$440,000	100%	0%	68%			208
Completed and Approved Call Center Scripting/Editing	\$80,000						208
Completed and Approved Call Center Procedures	\$80,000						208
Community Outreach Events	\$264,000						208
Manage GIS Map Process	\$16,000						208
Project Total	\$5,778,000	\$4,751,827	\$676,173	\$350,000			

APPROVED FIXED BUDGET:



Amendment No. 2
to
Contract No. MA 2200 PA180000010
for
AMI Program Management Consultant Services between
West Monroe Partners, LLC
and the
City of Austin, Texas

- 1.0 The City hereby amends the above referenced contract to increase available funding in an amount not to exceed \$60,000 effective upon execution of this amendment.
- 2.0 The City hereby amends the above referenced contract to add Exhibit A to the Scope of Work (SOW).
- 3.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term:	\$1,981,000	\$1,981,000
Amendment No.1: Admin Increase and SOW added. 04/10/19	\$60,000	\$2,041,000
Amendment No.2: Admin Increase and SOW added. 11/01/19	\$60,000	\$2,101,000

- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

9.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

DocuSigned by:

Thomas Hulsebosch

10/31/2019

3A2AF7BD150542F

Thomas Hulsebosch

Printed Name: _____

Authorized Representative sr. Managing Director

West Monroe Partners, LLC
Chicago, IL 60606

Signature & Date:

 11-1-19

Matthew Duree, Procurement Manager
City of Austin Purchasing Office

EXHIBIT A
Amendment #2 - Scope of Work

Context & Objective:

Due to delays associated with AMI vendor selection process, the City of Austin is requesting additional two months of support from West Monroe Partners and its assistance in getting to the final executed contract with the selected AMI vendor(s). Per the agreed terms and conditions of the underlying Contract No. MA 2200 PA 180000010, after successful contract execution with selected AMI vendor(s), the City intends to execute Phase 4-6 with West Monroe Partners. Phases 4-6 are actual implementation phases and successful vendor contracts need to be in place prior to beginning activities under that scope of work. The intent of this Change Order is to successfully execute Phase 3 activities and deliverables despite the stated procurement delays.

Activities and Deliverables:

Amongst other deliverables that are already listed in Phase 1-3 SOW, West Monroe will facilitate execution of selected vendor contract(s) and continue to provide day to day program management to Austin Water. As part of this Change Order, West Monroe will also include services of its AMI experts on an as-needed basis and will coordinate meetings with Austin Water staff per their request.

Team:

West Monroe will continue to provide the expertise of following team members. Any change in resources or staffing will be communicated to Austin Water at least one week prior to the resources departure (unless it is not possible due to extenuating circumstances):

1. Saurabh Bansal: Engagement Lead
2. Justin Licke: Program Manager
3. Brian Moore: Oracle CC&B Expert
4. Thomas Kerestes: AMI Negotiation Expert

Assumptions:

1. Engagement Lead will be on site ~25% of the time and Program Manager will be on site ~70% of the time.
2. Subject Matter Specialists will be on site on an as-needed basis

Schedule:

For the purposes of this scope and fee proposal, the estimated end date of this Change Order is February 28, 2020. It is the City's intent to continue West Monroe's service under the Phase 4-6 SOW after that date.

Fee:

West Monroe anticipates total fee inclusive of all travel for this scope to be **\$60,000.**



Amendment No. 1
to
Contract No. MA 2200 PA180000010
for
AMI Program Management Consultant Services between
West Monroe Partners, LLC
and the
City of Austin, Texas

- 1.0 The City hereby amends the above referenced contract to increase available funding in an amount not to exceed \$60,000 effective upon execution of this amendment.
- 2.0 The City hereby amends the above referenced contract to clarify and add Exhibit A the Scope of Work (SOW).
- 3.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term:	\$1,981,000	\$1,981,000
Amendment No.1: Admin Increase and SOW added	\$60,000	\$2,041,000

- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 9.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

DocuSigned by:

Thomas Hulsebosch

4/9/2019

3A2AF7BD150542F...

Printed Name: Tom Hulsebosch

Authorized Representative

Sr. Managing Director

West Monroe Partners, LLC

Chicago, IL 60606

Signature & Date:

 4-10-19

Matthew Duree, Procurement Manager
City of Austin Purchasing Office

EXHIBIT A

PROPOSAL for Public Outreach Activities

Scope of Work

Objective:

Group Solutions and West Monroe Partners will jointly perform the following Scope of Work related to Austin Water's Advanced Metering Infrastructure program.

Deliverables:

1. West Monroe Partners: Introductory letter that introduces Group Solutions and provides overview of the AMI program to stakeholders (Word)
2. Group Solutions: Meeting summaries from the seven meetings identified below (Word)
3. Group Solutions: Provide input to the outreach plan along with associated costs, resource needs and timeline in draft format (Emails, Words)
4. West Monroe Partners: Develop a completed public outreach plan to being execution late 2019-early 2020 and seek approval on the plan from the PIO and Executive Sponsor of the Program

Activities:

1. Preparation of introduction letter by West Monroe Partners that Group Solutions will use to recruit participants for stakeholder meetings
2. Schedule and facilitate 7 stakeholder meetings with the following audience and groups to ascertain best practices regarding information dissemination and digital meter acceptance:
 - a. Neighborhood councils/HOAs (2x)
 - b. Real Estate Council of Austin (1x)
 - c. Advocacy Groups representing minority members of public (2x)
 - d. Groups representing business and/or civic organizations (1x)
 - e. Customer group (1x)
3. Develop public outreach plan
4. Conduct up to 3 team meetings with the PIO Staff to better understand the project, participate in planning activities and offer relevant feedback
5. Conduct up to 3 team meetings amongst the two entities (West Monroe Partners and Group Solutions) to align on scope of the outreach plan

Assumptions:

1. All meetings assumed to be 2 hours or less
2. The list of groups targeted for meetings will be finalized in collaboration with West Monroe and City of Austin prior to the initiation of calls
3. PIO staff will be available upon request for meetings to solicit feedback

Additional Services:

Services not discussed in this Scope of Work can be provided as Additional Services. Any such services will be authorized by West Monroe Partners and the City of Austin, and a Scope of Work and Compensation for Additional Services agreed to prior to their performance.

EXHIBIT A

Schedule:

For the purposes of this scope and fee proposal, the estimated duration of this Scope of Work is approximately 3 months

Fee:

West Monroe anticipates total fee inclusive of all travel for this scope to be **\$60,000**. Anticipated fee breakdown for Group Solutions and WMP is provided below:

1. WMP: Create Letter of Introduction - \$5K
2. Group Solutions: Internal meetings with City of Austin Staff - \$5K
3. Group Solutions: External stakeholder meetings with major stakeholder groups - \$25K
4. Group Solutions: Provide input to plan - \$5K
5. WMP: Draft the Plan based on Group's input - \$15K
6. WMP: Administrative tasks pertaining to managing Group Solutions Invoices - \$5K

**INTRODUCTION PAGES TO THE
CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
WEST MONROE PARTNERS, LLC ("Contractor")
for
AMI Program Management Consultant Services
PA180000010**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

The Contract is between West Monroe Partners, LLC having offices at Chicago, IL 60606 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("**Effective Date**").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 2200 MDD0103.

1.1 The Contract is composed of the following documents in the following order of precedence (any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in accordance with the following order):

- 1.1.1 These Introduction Pages;
- 1.1.2 The exceptions document set forth in Exhibit E;
- 1.1.3 The revised Scope of Work set forth in Exhibit C;
- 1.1.4 The Resource Allocation Plan ("**RAP**") set forth in Exhibit D;
- 1.1.5 Best and Final Offer ("**BAFO**") Cost Proposal Form 0600A set forth in Exhibit A;
- 1.1.6 West Monroe Partners, LLC Offer, dated 5/30/17, including subsequent clarifications and the Discussions and Clarifications Document set forth in EXHIBIT B ("**Contractor's Offer**")
- 1.1.7 The City's Solicitation, RFP, MDD0103 including all documents incorporated by reference.

1.2 Term of Contract. The Contract will be in effect until the earliest of when the Scope of Work set forth in Exhibit C for Phases I-III is complete or the City terminates the Contract in accordance with the terms of the Contract. Phases IV – VI will be agreed upon by both parties and added to the contract at a later date or a new contract executed. See the Term of Contract provision in Section 0400 (Supplemental Purchase Provisions) of the Solicitation MDD0103 for additional Contract requirements.

1.3 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$1,981,000, for the Scope of Work set forth in Exhibit C. Payment shall be made upon the successful completion of services and in accordance with the Professional Arrangement section set forth in the Scope of Work set forth in Exhibit C.

- 1.4 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order.

The Contract constitutes the entire agreement of the parties regarding the subject matter of the Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. The Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute the Contract by signing these Introduction Pages on the date set forth below.

WEST MONROE PARTNERS, LLC

Thomas Hulsebosch

Printed Name of Authorized Person

DocuSigned by:
Thomas Hulsebosch
3A2AF7BD150542F...

Signature

Sr. Managing Director

Title:

2/28/2018

Date:

CITY OF AUSTIN

Matthew Duree

Printed Name of Authorized Person



Signature

Procurement Supervisor

Title:

2-28-18

Date:

BAFO (BEST AND FINAL OFFER) COST PROPOSAL FORM 0600ACITY OF AUSTIN
MDD0103 - AMI CONSULTANT


Special Instructions: Be advised that exceptions taken or qualifying statements made to any portion of the solicitations may jeopardize acceptance of the proposal and may result in disqualification of the bid.

The City reserves the right to determine if an alternative product/service submitted will meet the needs of the specifications and select an alternative to the specifications provided. Where an equivalent product is submitted, the City reserves the right to select a buyer approved equal.

A proposal of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item.

The purpose of this cost proposal sheet is for evaluation purposes only. The quantities noted below are estimates and not a guarantee of actual tasks, work, or quantities. The City does not guarantee the purchase of the tasks listed. Actual tasks may be more or less.

Failure to respond to each section of this cost proposal sheet may result in disqualification of your proposal. In the BAFO section below, provide your best and final pricing for all items. If the unit cost price will not change please input the same price in the BAFO column. The City is seeking the best possible rate for AMI Consultant Services.

VENDOR NAME:	West Monroe Partners, LLC		
VENDOR SIGNATURE:	Thomas G. Hulsebosch, Sr. Managing Director		
DATE:	10/5/2018		
PHASE NO.	ITEM DESCRIPTION		Proposed Cost
Phase 1	AW/AE Business Process Needs Assessment		
	Phase 1 Total Proposed Cost		\$427,000.00
Phase 2	Preliminary AMI Implementation & Long Term Support Planning		
	Phase 2 Total Proposed Cost		\$897,000.00
Phase 3	AMI Vendor(s) Procurement Assistance, Final Implementation Planning		
	Phase 3 Total Proposed Cost		\$657,000.00
Phase 4	Program Management of Pilot Scale AMI Meter Deployment & Complete System Integration		
	Phase 4 Total Proposed Cost		\$1,788,000.00
Phase 5	Program Management of Full Scale AMI Meter Deployment		
	Phase 5 Total Proposed Cost		\$3,362,000.00
Phase 6	Comprehensive AMI System Validation of all BPNs		
	Phase 6 Total Proposed Cost		\$188,000.00
	TOTAL PROPOSED COST OF ALL PHASES:		\$7,319,000.00

ALL COSTS INCLUDE EXPENSES
 Added Costs From Original Submission

Phase 2	Phase 1 & 2 Field Assessment of Existing Meters at 1% residential and 2% commercial/government. Per meter fee \$161
Phase 3	Permitting for the pilot and full-scale deployment at 1% requiring letter-size sketch, remainder via notification only under general permit program.
Phase 4,5 (cost added to Phase 5)	Construction Inspection for the pilot and full-scale deployment and QA/QC at 10% inspection rate. Per meter fee \$21



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

September 25, 2017

West Monroe Partners, LLC
800 Town and Country Blvd., Suite 300
Houston, TX 77024

To Whom It May Concern:

Thank you for submitting your Offer for RFP MDD0103 Consulting & Program Management Services for AW Advanced Metering Infrastructure Project for the City of Austin Water Department.

Your organization is invited to discuss your offer with City staff. These discussions will take place by conference call. **Please call the conference call number listed below at 8:30 am to begin the discussions.**

Date:	Tuesday October 3 rd , 2017
Time (Central):	8:30 AM – 9:15 AM
Conference Call Information :	512-972-0215

Please feel free to include any necessary staff to assist, but please make certain you include the key individuals that will be directly involved in the project.

Please be prepared to discuss the following information:

All Phases:

- Some firms have excluded providing typical supporting project deliverables such as meeting minutes, comment logs, action item lists, etc. These documents will be electronically submitted by, and managed by the consultant/PM on a FTP site such as Box.com. Please confirm if all phase costs included these services in all project phases. If not included please revise cost proposal sheet accordingly.
- Travel should be included in each phase's cost, not broken out separately. Please confirm if phase costs include travel.

Phase 1:

- Some firms excluded providing a Project Communication Plan. Please confirm your phase 1 cost includes this deliverable and discuss your Project Communication Plan. If not included please provide a clarification response including this item and revise cost proposal sheet accordingly.

Phase 2:

- Some firms included supplemental field assessment of existing meters, which was not included in the RFP as a mandatory service. Upon reviewing the proposals, the project team believes field assessment will benefit the project. Please discuss your supplemental field assessment and confirm if your phase 2 cost includes this deliverable. If not included please provide a clarification response including this item and revise cost proposal sheet accordingly.
- Several firms stated that a Radio Propagation Study is usually performed during construction of the AMI system by a vendor hired by the system integrator. The intention of this scope is to conceptualize which telemetry options appear feasible for further study, given the overlap of the Austin Water



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

service area, future AW boundaries, Austin Energy's AMI service area, Pedernales Electric Co-Op (PEC)'s AMI service area, specific cellular network vendor's coverage areas, etc. Writing the detailed scope of work for a propagation study would be part of this deliverable, but the study itself would be conducted during pilot/full deployment. Please discuss your plans for the Radio Propagation Study and confirm if your phase 2 cost includes this deliverable, with the appropriate level of effort. If not included please provide a clarification response including this item and revise cost proposal sheet accordingly.

Phase 3:

- Discuss the permitting needs of the AMI project, including ROW permits for replacing meter boxes, deficient service meters, valves, etc. Specify which permits should be acquired by the Consultant/PM and which should be acquired by the contractor and incorporate permitting into meter flight deployment standard operating procedures. Confirm permitting scope is included in your proposal cost and if not included please provide a clarification response including this item and revise cost proposal sheet accordingly.

Phases 4 & 5:

- Based on pilot/full deployment scale lessons learned and design changes, discuss the AMI Long Term Support Plan.
- PM will acquire any permits needed for pilot phase deployment that are not acquired by the system integrator.
- It was the intention of this RFP to require the Consultant/PM to provide inspectors and provide QA/QC of their inspection reports, so that the AMI project does not place a larger burden on City Inspection Services. However both the Consultant/PM and Consultant/PM provided inspectors will be subject to periodic oversight by City of Austin and Austin Water inspectors, to ensure the Consultant/PM team is following COA/AW construction standards. Please discuss you inspection and QA/QC plan.

After the discussions an opportunity will be given to provide a clarification statement for any items above and to revise your cost proposal accordingly for any items that have been clarified and submit a best and final offer (BAFO) cost proposal. Please let me know if you have any questions at 512-974-6346.

Sincerely,

Matthew Duree
Procurement Supervisor
City of Austin
Purchasing Office

ATTACHMENT 1: RESOURCE ALLOCATION PLAN
Contract # - AMI Consulting Phases 1 through 3 (West Monroe Partners)

All invoice amounts include travel Atlas Invoices West Monroe Partners Directly								
Deliverable Description	Budget	Effort level % of total number weeks	Projected Atlas Invoicing % of total invoice	Start Date	End Date	Duration in weeks	Complete	Paid
A. Phase 1 (total man hours = 2152)	\$427,000			2/19/2018	7/13/2018	21		
Mobilization Fee Invoice (10% of phase 1)	\$42,700			2/19/2018	2/19/2018	proj start		
Draft Project Charter				2/19/2018	2/28/2018		No	No
Approved Project charter Invoicing	\$32,025	8%	10%	2/28/2018	3/9/2018	3		
Draft Communication Plan				2/19/2018	2/28/2018		No	No
Approved Communication Plan Invoicing	\$64,050	17%		2/28/2018	3/16/2018	6		
Draft Strategic Plan				2/19/2018	4/6/2018		No	No
Approved Strategic Plan Invoicing	\$85,400	22%	7%	4/9/2018	4/13/2018	8		
Draft AS-IS Workshops Output Documents				3/19/2018	4/20/2018		No	No
Approved AS-IS Workshops Output Documents Invoicing	\$74,725	19%	10%	4/23/2018	4/27/2018	7		
Draft TO-BE Workshops Output Documents				4/23/2018	5/25/2018		No	No
Approved TO-BE Workshops Output Documents Invoicing	\$64,050	17%	10%	5/28/2018	6/1/2018	6		
Draft BPN-AR				6/4/2018	6/29/2018			
Approved BPN-AR Invoicing	\$64,050	17%	10%	7/2/2018	7/13/2018	6		
B. Phase 2 (Total man hours = 4606)	\$897,000			7/16/2018	12/21/2018	23		
Draft Customer Portal Summary findings				7/16/2018	8/3/2018			
Approved customer Portal Summary Findings Invoicing	\$94,421	11%	10%	8/6/2018	8/10/2018	4		
Draft AMI vs. Manual meter reading business case				7/16/2018	9/7/2018			
Approved AMI vs. Manual meter reading business case invoicing	\$212,447	24%	35%	9/10/2018	9/14/2018	9		
Draft AMI Roadmaps for Internal and Public Consumption				9/10/2018	10/5/2018			
Approved AMI Roadmaps for Internal and Public Consumption Invoicing	\$236,053	26%	35%	10/8/2018	10/12/2018	10		
Draft AMI Validation Criteria Matrix				10/15/2018	11/9/2018			
Approved AMI Validation Criteria Matrix	no invoice			11/12/2018	11/16/2018			
Draft Comprehensive Public Outreach Plan				10/29/2018	11/9/2018			
Approved Comprehensive Public Outreach Plan Invoicing	\$118,026	13%	10%	11/12/2018	11/16/2018	5		
Draft Detailed AMI Implementation Schedule and Long-Term Support Plan				10/15/2018	11/16/2018			
Approved Detailed AMI Implementation Schedule and Long-Term Support Plan	no invoice			11/19/2018	11/23/2018			
Draft Field Condition Assessment Report				7/16/2018	11/30/2018			
Approved Field Condition Assessment Report	no invoice			12/3/2018	12/21/2018			
Draft AMI Assessment Report (AMI-AR)				11/19/2018	12/14/2018			
Approved AMI Assessment Report (AMI-AR) Invoicing	\$236,053	26%	25%	12/17/2018	12/21/2018	10		
C. Phase 3 (total man hours = 2321)	\$657,000			12/31/2018	12/27/2019	52		
Draft permit Plan and Schedule				12/17/2018	1/11/2019		No	No
Approved Permit Plan and Schedule Invoicing	\$53,852	8%	50%	1/14/2019	1/18/2019	5		
Draft procurement timeline				1/14/2019	1/25/2019			
Approved procurement timeline	no invoice			2/18/2019	2/22/2019			
Draft list of Vendors for each AMI component				1/14/2018	2/1/2019			
Approved list of Vendors for each AMI component	no invoice			2/4/2019	2/8/2019			
Draft RFP Evaluation Scoring Tool				1/14/2019	2/15/2019			
Approved RFP Evaluation Scoring Tool Invoicing	\$64,623	10%	10%	2/18/2019	2/22/2019	6		
Draft of Installation Standard Operating Procedures				2/18/2019	3/15/2019			
Approved Installation Standard Operating Procedures	\$53,852	8%	20%	3/18/2019	3/22/2019	5		
Draft Interdepartmental Services Agreement				2/18/2019	5/10/2019			
Approved Interdepartmental Services Agreement Invoicing	\$161,557	25%	10%	5/13/2019	5/31/2019	15		
Draft Vendor Bid Packages				6/3/2019	6/25/2019			
Approved Vendor Bid Packages	no invoice			6/28/2019	7/5/2019			
Draft Scored evaluation criteria				6/28/2019	7/19/2019			
Approved Scored evaluation criteria Invoicing	\$86,164	13%	15%	7/22/2019	7/26/2019	8		
Draft negotiated contracts and agreements				9/30/2019	11/15/2019			
Approved Negotiated contracts and agreements Invoicing	\$96,934	15%	10%	11/18/2019	11/29/2019	9		
Draft final AMI Implementation Schedule and Long-Term Support Plan				10/1/2019	12/13/2019			
Approved final AMI Implementation Schedule and Long-Term Support Plan Invoicing	\$140,016	21%	15%	12/16/2019	12/27/2019	13		
Project Total	\$1,981,000							

APPROVED FIXED BUDGET:



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: MDD0103

DATE ISSUED: April 17, 2017

COMMODITY/SERVICE DESCRIPTION: Consulting and Program Management Services for AW Advanced Metering Infrastructure (AMI) Project

REQUISITION NO.: RQM 17021300281

COMMODITY CODE: 95877

PRE-PROPOSAL CONFERENCE TIME AND DATE: April 27, 2017 at 9:00

LOCATION: Municipal Building, 124 W 8th Street
3rd Floor Conference Room,
Austin, TX 78701

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

Matthew Duree
Procurement Supervisor

Phone: (512) 974-6346

E-Mail: matt.duree@austintexas.gov

PROPOSAL DUE PRIOR TO: May 30, 2017 by 2:00 pm

PROPOSAL CLOSING TIME AND DATE: May 30, 2017 by 2:00pm

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION OPENING ONLINE @ 3:00 PM day of closing: For RFP's, only the names of respondents will be read aloud

For information on how to attend the Solicitation Closing online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # MDD0103	Purchasing Office-Response Enclosed for Solicitation # MDD0103
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL, AND 1 ELECTRONIC COPY OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 4 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	ATT
0510	PURCHASING OFFICE EXEPTIONS FORM	1
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	8
0600A	COST PROPOSAL SHEET	ATT
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3
SP – 1070	AUSTIN WATER FACILITY SECURITY PROCEDURES FOR CONTRACTORS	13
ATTACHMENT 1	CONSULTANTS CONFIRMATION OF NO EXCLUSIVE VENDOR RELATIONSHIP	ATT

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: West Monroe Partners, LLC

Company Address: 800 Town and Country Blvd., Suite 300

City, State, Zip: Houston, TX 77024

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: Thomas G. Hulsebosch

Title: Senior Managing Director

Signature of Officer or Authorized Representative: Thomas Hulsebosch

Date: May 30, 2017

Email Address: thulsebosch@westmonroepartners.com

Phone Number: 847-385-1530

*** Proposal response must be submitted with this Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

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

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS
SOLICITATION NUMBER MDD0103**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to matt.duree@austintexas.gov no later than close of business local time on May 8th, 2017.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$500,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$500,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$1,000,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

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SUPPLEMENTAL PURCHASE PROVISIONS**

- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - iv. **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of \$2,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. TERM OF CONTRACT:

- A. This Contract shall become effective on the date executed by the City ("Effective Date") or specify date if retroactive and shall remain in effect until the earliest of when the deliverables set forth in the Scope of Work are complete or the City terminates the Contract.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

4. INVOICES and PAYMENT: (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

	City of Austin
Department	Austin Water
Attn:	Bryan Barnett
Address	Waller Creek Center, 625 E. 10 th St, Suite 415
City, State Zip Code	Austin, TX, 78701

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
5. **RETAINAGE:** The City will withhold 10 percent (%) retainage until completion of all work per phase, as required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.
6. **NON-SOLICITATION:**
- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.
7. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**
- A. Contractors are required to follow Austin Water security procedures defined in SP-1070.
8. **MONTHLY SUBCONTRACT AWARDS AND EXPENDITURES REPORT:** (reference paragraph 18 in Section 0300) (applicable when an MBE/WBE Compliance Plan is required)

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PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

A. The Contractor must submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager specified herein and to the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

B. Mail the Purchasing Office Copy of the report to the following address:

City of Austin
Purchasing Office
Attn: Contract Compliance Manager
P. O. Box 1088
Austin, Texas 78767

9. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

10. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the

**CITY OF AUSTIN
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SUPPLEMENTAL PURCHASE PROVISIONS**

Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

11. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Bryan Barnett

512-972-0162

Bryan.Barnett@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**City of Austin
Purchasing Office
Request for Proposal (RFP) Scope of Work
Solicitation Number: MDD0103**

PROJECT TITLE:

Consulting & Program Management Services for AW Advanced Metering Infrastructure Project

PURPOSE:

Austin Water (AW) is seeking proposals from qualified firms in Advanced Metering Infrastructure (AMI) to provide AMI System Consulting and potentially Program Management services for AW's potable and reclaimed water customers. The AMI System Consulting services will produce a comprehensive AMI Assessment Report (AMI-AR). If the AMI-AR is approved by AW's Director, then the firm will also provide AMI Program Management Services, which include AMI contractor/vendor solicitation assistance, and AMI construction phase services, of all AMI System Integrator contract(s) identified in the AMI-AR. In this RFP, "Consultant" refers to person(s) providing "Consulting Services." and "Program Manager" refers to person(s) providing "Program Management Services." The Consultant will provide reports, and contracts, and other documentation to implement an AMI Program. The Program Manager will ensure that all contractors/vendors adhere to contractual requirements and perform quality work. The Program Manager will also validate that all AMI project objectives identified in the AMI-AR are achieved at the end of the project for AW business units.

PROJECT OBJECTIVES:

Successfully implement an AMI system to address all related AW/AE Business Process Needs (BPNs) identified. The project, and Consultant proposals, shall be defined by six phases in this RFP.

The first two phases constitute AMI Consulting Services:

- Phase 1: AW and Austin Energy (AE) BPNs Assessment
- Phase 2: Preliminary AMI Implementation & Long Term Support Planning

The remaining four phases constitute AMI Program Management Services, which may not proceed without the AW Director's approval of the AMI-AR.

- Phase 3: AMI Vendor(s) Procurement Assistance, Final AMI Implementation Planning
- Phase 4: Program Management of Pilot Scale AMI Meter Deployment & Complete System Integration
- Phase 5: Program Management of Full Scale AMI Meter Deployment
- Phase 6: Comprehensive AMI System Validation of all BPNs

This RFP attempts to describe comprehensive AMI Consulting and Program Management Services. Any additional phases or scope suggested will be evaluated.

BACKGROUND:

The City provides a variety of services to its citizens, managed through several city owned Departments. The revenue generating utility departments are AE, AW, and Austin Resource

Recovery. The City operates AW, which supplies water to customers within and outside the corporate city limits of Austin. Wholesale customers include: the cities of Rollingwood, Sunset Valley; Water Control and Improvement District 10 (WCID10); four water supply corporations; four municipal utility districts (MUD's); and five private utilities.

The City's call center, billing, meter reading, and collections services have been centralized at AE. AE also provides the associated information technology services, and manages a manual water meter reading contractor for AW. Fees and services are billed on a consolidated monthly electric, water/reclaimed water, sewer, and resource recovery utility bill statement from the city.

AW Service Area Statistics:

- 2016 Austin Metro Area Population – 2,060,311
- 2016 Water Service Population – 1,006,601 (Retail 948,441 & Wholesale 58,160)
- Municipal Land area - 326 square miles, 278 Full Purpose, 48 Limited Purpose
- Water Utility service area - 548 square miles
- Note that AE and AW utility service areas overlap, but are not identical. Some AW service areas are electrically served by the Pedernales Electric Co-Op (PEC).

As of December 2016, AW has approximately 205,000 manually read water & reclaimed water meters throughout its 548 square-mile service area. AW's service area ranges from thickly forested "Hill Country" to mostly level "Black Soil Prairie" topography (425 MSL to 1100 MSL). Residential, Commercial and Industrial meters are read monthly by a contracted third-party service provider. Meter registers are in gallons, and customers are billed in hundreds of gallons. The City desires to increase the timeliness and granularity of metering data using an AMI program to enhance water conservation, and other related BPNs.

Water Meters:

AW has approximately 182,000 residential customers and 21,000 commercial and industrial customers (excludes wholesale and irrigation meters), and approximately 2000 meters for governmental customers (state capital complex, University of Texas, etc.). 65 of these meters are for reclaimed service. The majority of AW meters have a single register; however, larger meters can have two or three registers. The water meters installed are of varied manufacture brands, including but not limited to: Hersey, Badger, Metron, Sensus, Rockwell, and Neptune.

Previous City of Austin AMI Efforts:

AE has utilized AMI for many years. As of October 2016, all their electric meters have been retrofitted with AMI equipment of varying ages. They utilize a radio mesh system for electric meters provided by Landis + Gyr.

AW has implemented a 163 meter "proof of concept" AMI project in the River Place and Glenlake neighborhoods. This system uses Metron registers using a Verizon cellular network and are monitored through the Water Scope web portal.

A second "proof of concept" project is being spearheaded by an AW partnership with Pecan Street Inc. in Central/East Austin. This project consists of 50 Badger RTR encoders/registers and Orion endpoints.

None of these proofs of concept projects should imply an AW preference for one AMI technology/vendor over another, but they have contributed to AW's preliminary experience about the potential of these technologies.

AW Existing IT Platforms (not an exhaustive list):

- Microsoft Office 365
- INFOR 8.5 (vertical assets) HANSEN 8 (linear assets) CMMS
- Microsoft 2003 SharePoint
- MicroStrategy Reporting
- ESRI/ARCGIS AW GIS Operations Web Map Portal
- SAP Crystal Reports
- IBM Cognos Reports
- Microsoft SQL Databases
- AE manages the City's CC&B billing database (Managed by AE, currently in transition to Oracle from IBM)
- COA-developed eCapris financial & project reporting system

Austin Water staff are located at several locations throughout the City of Austin. Please see location names with addresses below:

- Waller Creek Center, located at 625 E. 10th St. Austin TX, 78701
- Glenbell Service Center, located at 3907 South Industrial Dr. Austin TX, 78744
- South First Service Center, located at 3616 South 1st Street, Austin TX, 78704
- Webberville Service Center, located at 2600 Webberville Rd, Austin TX 78702

CONSULTANT MINIMUM REQUIREMENTS:

Consulting Firm must have been continually in the business of providing AMI Consulting and Program Management, for at least 10 years.

Firm must have overseen at least three large AMI projects with over 100,000 service meters, including residential, commercial, and industrial customers within the last ten years.

Per city policy, all of the firm's employees must pass Texas Department of Safety Background Checks, sign a FACTA affidavit to access the CC&B system, agree to Data Handling and Controls set by AE and COA.

CONFLICT OF INTEREST

This proposal is for an independent analysis, evaluation, and unbiased technical assessment by a Consultant for AW to determine the feasibility for and implementation of an AMI system. The Consultant shall not provide any equipment, software, or other products to AW. The Consultant may not have any financial, operational, or personal ties to any vendors providing AMI equipment, services, or system.

CONSULTANT'S CONFIRMATION OF NO PREEXISTING CONFLICTS OF INTEREST

The Consultant shall execute and submit the attached 0500A Attachment 1 with their proposal entitled "Consultant's Confirmation of No Exclusive Relationship with Any AMI Vendors" confirming that the Consultant does not have an exclusive or sole-source relationship with a specific AMI vendor. Any vendor who develops, produces or sells AMI meters or add-on solutions, or has an exclusive or sole-source business relationship with any specific AMI System Integrator, AMI Service Provider, or AMI Hardware Vendor, is excluded from submitting a proposal in response to this RFP.

ANTICIPATED SERVICES:

The Consultant shall represent AW's interests in all phases of the AMI Program, and shall be responsible for managing interactions between AW divisions, vendors, other city departments and assisting with AW interactions with the public.

PHASE 1: AW/AE BUSINESS PROCESS NEEDS (BPNs) ASSESSMENT

Task 1.1 – Host Project Kick-Off Meeting to produce AW-Consultant project communication plan. Consultant shall use a project FTP site (Box.net) provided by AW, and shall coordinate all activities with the AW Project Manager (PM) and any other persons the PM designates.

Task 1.2 – Host AW/AE BPNs Identification Workshops, with all business units affected by AMI. These workshops will assess current business processes, and identify how AMI data can improve AW performance and/or lower costs. Below are potential workshops and topics of discussion:

- Customer Service/AW Billing BPNs Gathering Work Shop
- Taps BPNs Gathering Work Shop
- Meter Maintenance BPNs Gathering Work Shop
- IT/Security/SCADA BPNs Gathering Work Shop
- Conservation Group BPNs Gathering Work Shop
- Public Information Office BPNs Gathering Work Shop
- Systems Planning & Distribution Engineering BPNs Gathering Work Shop
- Treatment/Pumping & Reservoirs BPNs Gathering Work Shop
- Asset Management & GIS BPNs Gathering Work Shop
- AE Revenue Measurement and Control BPNs Gathering Work Shop

During each workshop, the Consultant will assess each group's unique BPNs, and determine technical AMI system criteria for use in drafting vendor contracts. Example topics could include discussions on "Own and Operate" vs "Managed Services" for AMI infrastructure, operating budgets, projected data needs, system growth, and personnel transitions as appropriate. Workshop scope will also include a discussion of current AW staff skill sets, staffing levels, and AMI supporting equipment and infrastructure, in addition to AMI data and/or the system itself.

Examples of AW concerns/requests by each group include, but are not limited to:

Example Customer Service/Billing AMI Concerns & Requests

- 1) Enhance Customer Relations through behavioral water management (Customer Portal Vendor). Specific elements of this goal include, but are not limited to:
 - a) Provide customer access to their own data via a website or smart phone app, to help customers better manage their water use
 - b) Provide alerts to customers for potential customer-side leaks, water budgeting, billing thresholds, and adherence to watering schedules
 - c) Provide tools/data to utility Customer Service staff to better assist customers
 - d) Allow for automatic notifications of water outages, based on meter connection to service lines in GIS
 - e) Customer portal shall accommodate different languages and disabilities, such as being visually or hearing impaired
 - f) AW facing portals, summarizing AW operational data for other city departments and Council
 - g) Data such as usage by pressure zone, and production should be made available in an easy to interpret portal using GIS mapping
 - h) System shall track customer awareness of AMI and the water savings realized. Metrics can include hits, customer feedback, and comparing usage patterns before and after the

- app is used by a customer
 - i) Demonstrate how technologically challenged customers will be taught how to understand meter data, including customers without smart phones or internet access
 - j) Provide AMI data based support for customers without internet access or smart phones
- 2) Provide Revenue Enhancement Opportunities (Customer Information System "CIS" refers to the CC&B billing system, not to the customer portal). Specific elements of this goal include:
- a) Reduce the number of estimated billed water and wastewater charges
 - b) Assess how meter Impact Fees will be affected by AMI meter selection
 - c) Reduce customer-side leak adjustments
 - d) Identify consumption at inactive accounts and other water theft activities
 - e) Investigate leak detection for non-revenue water (NRW) losses
 - f) Ensure there are never any negative impacts to the existing revenue/billing system
 - g) Develop contingency plans (workarounds, timelines, roles and responsibilities) in case various components, or data, of the AMI system fail during pilot testing or full deployment.
 - h) Verify if customer account classification, or other billing data is accurate, and assist AW in correcting errors independently of the AMI deployment
 - i) Identify how AMI can facilitate future rate studies
- 3) Discuss a Communication Strategy to Customers during planning and project implementation phases. Discuss how to resolve conflicts between AMI data in customer portal and monthly bill.

Example Taps AMI Concerns & Requests

- 1) AMI Deployment will need to be integrated into public developer procedures to help manage growth during the AMI transition. Areas with AMI network coverage should use the AMI meters, and areas without AMI network coverage will continue using previous meters. Austin is experiencing about inflows of over a hundred residents a day and is forecast to double in size in the next 25 years. Since 2012, growth has averaged +2,891 meters per year.

Meter Maintenance AMI Concerns & Requests

- 1) Improve Metering Services. Specific elements of this include:
- a) Reduce truck rolls (labor, fuel, carbon footprint)
 - b) Perform proactive workload leveling through access to better meter asset data
 - c) Provide ability to search by meter size to assess if usage is affected by age
 - d) Automate customer meter asset management activities to facilitate future meter replacement needs. Meter installation should upload asset data from unit automatically
 - e) Provide recommendations and best practices for metering customers who rely largely, or solely on auxiliary water sources, or whose need for AW services is to provide an emergency or backup source of potable water.
- 2) A review of current AW meter management and determine how AW can improve operations to incorporate AMI support. Topics include AMI test benches, inventory management, etc.

Example IT/Security/SCADA Concerns & Requests

- 1) Discuss disaster planning, such as the loss of power at critical facilities or sections of the city. Identify common methods for adding system redundancy.
- 2) Consultant's AMI proposed solution must address end-to-end security, including back-office administration, communication telemetry, and networks, and data management.
- 3) Identify opportunities to license AMI data/network to other city departments, wholesale customers or other utilities for a fee, or to offset costs. Identify opportunities to share IT costs

with other departments. For example we could allow for MUDs to use our AMI network for a revenue neutral cost.

- 4) Describe how will AMI software systems can evaluate if a customer is active, vs no usage or a stopped meter and determine if usage patterns are appropriate for customer type classification. Also describe how system could assist with detection of tampering, activity on inactive accounts, meter failures, etc.
- 5) Provide industry standard data interfaces to allow for easy integration into internal data warehouses and possible external cloud services.

Example Conservation Group AMI Concerns & Requests

- 1) Leverage AMI water demand data to improve water conservation effectiveness and monitoring. Specific elements of this goal include:
 - a) Improve Non-Revenue Water (NWR) understanding and monitoring and alerts by metering district
 - b) Improve customer demand forecasting and historical usage patterns by zone
 - c) Improve synchronization between purchased water (supply) and billed demand
 - d) Enable water restriction evaluations based on actual demand data
 - e) Enable automated water customer efficiency evaluations and to confirm if customer efforts at improving water conservation have been effective.
 - f) Use AMI data to refine AW's water sustainability requirements and reporting to support drought management plan.

Example Public Information Office AMI Concerns & Requests

- 1) Discuss a Communication Strategy to Customers during planning and project implementation phases. Discuss how to resolve conflicts between AMI data in customer portal and monthly bill.
- 2) The Program Manager will assist AW staff with publicity, and public outreach, needs related to AMI, be available to respond to public requests, and provide public-friendly reporting of progress as directed by AW Project Manager and the AW Public Information Office.
- 3) The Consultant and/or Program Manager will be required to brief AW management and City Council throughout all project phases, both in writing and in person, as requested. The Program Manager will make frequent project updates and keep meeting notes. The Program Manager will assist AW with customer outreach services. Outreach may include websites, commercials, advertisements, social media, direct mail, door flyers, customer portal smart phone application notifications, etc.
- 4) Assist the public information office with gathering public feedback received throughout project. Feedback can be from public meetings, customer portal app data, or calls to AW's customer care center. Reports should contain AMI system generated data, such as usage patterns, website hits, signup records, and aggregated customer comments/survey results that AW can use to adjust messaging and project deployment planning. Consultant shall assist AW with customer feedback regarding both AMI deployment issues, and ongoing billing/usage issues, during project implementation.

Example Systems Planning & Distribution Engineering AMI Concerns & Requests

- 1) Reduce reporting/dashboard man-hour requirements and enhance reporting quality through automation. Specific elements of this goal include:
 - a) Identify manually populated spreadsheets, or repetitive analytical activities. Integrate

- BPNs with existing and/or newly identified IT platforms through the life of the project.
- b) Enhance reporting regularity, and data granularity. Reports should roll up data into easily presentable graphics, charts, etc. without requiring extensive reformatting or preparation by staff.
 - c) Consultant will identify potential customer water or reuse reports AW could produce from existing data/IT platforms.
 - d) Provide aggregated individual demand-side calibration for Hydraulic Modeling, including total daily usage aggregated by pressure zone.
 - e) Bring direct control of AMI data under AW, although that data will be shared with AE's CC&B system to maintain current billing process. AMI data will be available for other city departments upon request, with authorization by AW.
- 2) Investigate the feasibility of integrating individual customer service pressure monitoring or other water quality data monitoring, along with flow data. If current meter products do not support additional monitoring, set up IT infrastructure to be capable of using this data when it becomes available.

Example Treatment/Pumping & Reservoirs AMI Concerns & Requests

- 1) Identify any manually populated spreadsheets, or repetitive analytical activities such as calculating water age that could be automated with AMI data.
- 2) Determine if AMI data can assist with semi-real time demand forecasting to give operators more time to react to or anticipate system hydraulics.
- 3) Incorporate SCADA based production flow meters into the AMI database for internal analysis.

Example Asset Management & GIS AMI Concerns & Requests

- 1) Review current AW meter asset management practices and incorporate AMI support. Use AMI capabilities to auto-populate meter asset data where possible.
- 2) Asset management activities include future CIP planning for meter replacement.
- 3) Provide 3m (meter) GPS measurements of each meter box location and confirm the number and type of service tap in the meter box. Investigate if AMI meters can provide GPS data to automatically populate meter locations during deployment and during future replacement. Produce a procedure for future asset management activities related to AMI equipment and facilities.

Example AE Concerns & Requests

- 1) Develop AMI solution that maintains a single customer bill for all city services.
- 2) Consider what level of billing system integration is most cost effective for all city utilities.
- 3) Review, evaluate, and report on potential initiatives or opportunities for AW to partner with local electric utilities (Pedernales Electric Co-Op, AE, etc.), gas utilities, whole-sale customers, etc. to share in AMI infrastructure costs to support their own metering networks.

Task 1.3 – The results of these workshops will be codified in an AW Business Process Needs Report, and findings will be presented to Executive Management. The set of AMI technical criteria described in this report will be further developed in the following phase. Addressing all BPNs in this report will define the objectives of the Program Manager in future phases.

PHASE 2: PRELIMINARY AMI IMPLEMENTATION & LONG TERM SUPPORT PLANNING

Task 2.1 – Assess the recently executed AW monthly consumer portal vendor contract, which uses monthly Customer Care & Billing (CC&B) system data, to determine if it is suitable to support the transition to more frequent AMI data collection and maximizes the utility of the AMI system. Assess if CC&B system can support the transition to AMI data collection by continuing to provide monthly data to the customer portal, when more frequent AMI data is not available.

Task 2.2 – If existing customer portal contract(s) are deemed inadequate for AMI implementation, the Consultant will provide a new customer portal RFP, or they shall revise existing service contract, and assist AW with its solicitation. It is AW's preference to have an AMI-ready customer portal in place, prior to soliciting the System Integrator contract, but AW will consider both stand-alone customer portal vendors, and those integrated with AMI hardware or services. This portal should enhance AW's customer experience as soon as possible. It is preferred that the same portal can use either monthly CC&B data or AMI data so that a city wide-roll out of the portal is possible during the AMI transition, independent of AMI system deployment.

Task 2.3 – Provide a comprehensive assessment of current AMI technologies for each part of an AMI system (i.e. metering, telemetry, IT processing, analytics, etc.) For each technology option presented, provide a market survey listing qualified vendors, preliminary pricing & availability in central Texas. Technology assessments should also compare technical capabilities, life-cycle costs, risks to implementation, and the quality of long term support/obsolesce. Assessments are to be based on historical business case studies and not only marketing material. Utilize AW's ongoing small meter replacement program data to quantify the anticipated scope for meter and meter box/component replacements and customer cut off meter replacements. We only want to assess systems applicable for potable water and non-potable reuse AMI metering systems, and not system components/vendors specific to electrical or gas metering. National and international AMI systems/vendors can be considered. AMI technological issues for consideration include, but are not limited to:

- 1) Meters located in vaults or boxes that are prone to flooding
- 2) Meters with multiple registers
- 3) AMI retrofitting options for large meters
- 4) Existing networks/technologies within the City that can be leveraged
- 5) Cellular versus fixed base options
- 6) Customer pressure monitoring, including controllable pressure regulation valves, and automatic public notifications via the customer portal.
- 7) SCADA based flow data shall be integrated with SCADA flow data to provide leak detection analysis in the distribution system upstream of customer meters. Customer flow rates, aggregated by pressure zone, shall be compared to SCADA flow data.
- 8) Provide analytical tools for customer side leak detection.
- 9) Identify the proposed IT infrastructure, billing and AMI infrastructure needs
- 10) Identify and recommend potential synergies and/or modification of current City business processes, AW staffing, systems and infrastructure to maximize operational efficiency and maximize return on investment (ROI) of the AMI program.
- 11) Evaluate what data analysis tools/vendors are needed before, during and after AMI

deployment is complete to address all BPNs.

- 12) Include a conceptual radio propagation study, using elevation data and customer lot locations, to determine feasible telemetry options for the AW service area. Include assessing AW's coverage overlap with AE and other utilities. This task should attempt quantify area specific telemetry challenges to help choose the most effective telemetry option(s). The AMI System Integrator shall be required to complete a detailed, field based propagation study before pilot system deployment.
- 13) Evaluate the current small meter replacement program data to quantify the scope for AMI related Right of Way (ROW) civil/mechanical work. For example, how many meter boxes are encased in concrete, embedded in sidewalks, have metal lids, ADA ramps, driveway aprons, etc. Using this data, estimate how many are going to require complete replacements, new lids, etc.

Task 2.4 –Recommend an AMI System Architecture and AMI Roadmap, selected from an optimized combination of AMI technologies and/or services. The AMI System Architecture will meet all BPNs, at the lowest cost, and at the lowest risk to AW. This task will recommend specific technologies or services, supported by multiple vendors if possible. No specific vendor(s) will be recommended as part of this task. System Architecture shall specify if retro-fitting existing assets for AMI is possible, or if new equipment with native AMI capabilities are needed.

The AMI Roadmap will also finalize the AMI vendor procurement strategies (i.e. determine if one single System Integrator Contract is appropriate, or if multiple contracts are required, and identify Small and Minority Business Opportunities) The AMI Roadmap will be a high-level graphical schedule of the AMI System Architecture's deployment, and it is intended for presentations to the general public.

Task 2.5 – Produce a Business Case comparing AMI vs. manually-read meter replacement programs. The manually read meter business case should include expected costs for replacing aged meters with new mechanical units, and escalating AE service costs based on past trends. AE costs will include the cost of actual service for regular meter reads and re-reads and the cost relief received by AE for said services. It will also include estimated costs from AW lacking analytic tools, and reducing man-hour requirements for AW staff to accomplish tasks that could be automated or eliminated. The AMI business case should be based on the proposed System Architecture in task 4, and the benefits from meeting all BPNs, as well as increased revenue from accelerated replacement of aged meters with declining accuracy.

It is anticipated that some costs/benefits of both business cases will be non-monetary or difficult to quantify. Even if AMI is nominally more expensive than continuing to manually read meters, AW may choose to pursue AMI because of non-monetary benefits in customer service. Soft costs/benefits should also be listed so comparing these two business cases will present an accurate summary of AMI's relative cost to the status quo.

Business cases should include all anticipated contracts with vendors/service providers and associated life cycle costs, expressed in Net Present Value (NPV). These life cycle cost estimates will be based on informal conversations with vendors identified in the System Architecture task, and based on Consultant experience. The AMI/Non-AMI business cases should include AW staff time, AMI related equipment and facility upgrades. Include any SWIFT funding deadlines, requirements, and financing benefits as part of the AMI business case. Also estimate potential shared costs/revenue streams to be realized through AW's implementation of an AMI system for other city departments and public/private entities. Consider AW's ability to sell AW's meter data to other city departments, or allow their use of AW's AMI communication network bandwidth via interdepartmental/inter-local service agreements.

Task 2.6 – Produce a matrix of AMI System Validation Criteria addressing each division’s BPNs. These system criteria will be captured in solicitation documents and used by the Program Manager to assess vendor performance at all key project milestones. Vendor performance and AMI System Validation criteria should cover the technical performance of individual AMI system components, and for the AMI system as a whole. Criteria should relate to specific BPNs and be verifiable by the Program Manager. Validation criteria will also include assessing AW staff competency after receiving training for new AMI tools and technology. This set of criteria will be codified into vendor RFPs. Consultant needs to establish vendor performance data. Need to confirm Quality Assurance/Quality Control (QA/QC) that data the data is accurate. Data shall include meter and equipment calibration reports, asset management information, performance (both construction & operational), etc. to comprehensively validate the scope of services by the System Integrator.

Task 2.7 – Produce a Public Outreach Plan for AMI pilot and full deployments subject to AW Public Information Office and Customer Care Service department reviews. Beginning with the award of a consulting contract, the Consultant/Program Manager will assist AW staff with being the public face of the AMI program. The Consultant shall provide prompt responses to PIO regarding public requests, billing disputes during deployment, provide public-friendly reporting of progress, and upon request, they shall make presentations to the public, city management, or other city departments. Outreach activities may include websites, commercials, advertisements, social media, direct mail, door flyers, neighborhood and city hall meetings, internal and external communication strategies, and educational pieces, etc.

Task 2.8 – Produce a Preliminary Long Term AMI Support Plan. Preliminary Long Term AMI Support Plan shall include an AMI Operations and Maintenance (O&M) plan that describes to AW management the impact AMI will have on long term staffing needs, O&M activities and Standard Operating Procedures (SOPs), supporting the customer portal, and all other BPNs identified in Phase 1. This plan will specify all ongoing AMI related O&M functions that will be performed by AW employees, or by third party contractors. This plan will also produce a future AMI system asset replacement spending plan, based on the expected useful life of AMI meters, and the proposed deployment schedule.

Task 2.9 – Issue the draft AMI-AR and collect feedback from all AW/AE business processes and/or divisions. The AMI-AR shall include all information derived in Phases 1 and 2 and will form the basis for vendor procurement, AMI system validation, and it will establish the schedule and budget framework for remaining deliverables. The list of BPNs in the Final AMI-AR, as agreed to between Consultant/Program Manager and AW, will form the basis for evaluating the success of Program Management services and the AMI Program. Criteria derived from these BPNs will be codified into solicitation documents, produced in Phase 3. The Final AMI-AR will be presented to AW executive management for approval to allow Program Management Services to begin.

Task 2.10 – Produce a Preliminary AMI Implementation Schedule for all six phases of the AMI project. Combine AMI business case cost data and the AMI Project Roadmap to create a detailed, cost-loaded Preliminary AMI Implementation Schedule including the procurement and execution of all anticipated AMI contracts for AMI related products and services affecting AW or AE. Include both schedule and cost contingencies, based on informal vendor feedback and Consultant experience. Propose methods to mitigate schedule/cost issues through vendor RFP language, and Program Management activities. Determine which vendor or service contracts will fall under the System Integration contract. Incorporate expected timelines for producing RFP’s/Bid Docs and for city contract procurement timelines.

Unlike the simpler AMI Roadmap, the AMI Implementation Schedule will grow in complexity as procurement(s) progress. It will be continuously used by the Program Manager for all project management activities, and by AW staff for monitoring the AMI program’s progress. It is expected that a Final Implementation Schedule will be created in Phase 3, populated with actual bid prices and schedules, to form a project baseline. However the Preliminary AMI Implementation

Schedule should establish the organizational framework for the AMI Program and its structure should enable rollups of detailed vendor tasks into the six phases defined in this RFP.

The Preliminary AMI Implementation Schedule shall be in Microsoft Project Gantt Chart format that clearly illustrates the estimated cost-loaded schedule for each activity to be performed and their interdependencies between vendor contract(s), the Program Manager, and the City.

***The remaining four phases constitute AMI Program Management Services, which may not proceed without the AW Director's approval of the AMI-AR.**

PHASE 3: AMI VENDOR(S) PROCUREMENT ASSISTANCE, FINAL AMI IMPLEMENTATION PLANNING

Task 3.1 – Assist AW with drafting and negotiating a revised AW/AE service agreement covering the transition from manually read meters to AMI monitored meters for billing services. Draft service agreements needed for any other city departments and/or municipalities, utilities, MUDs and water districts in the private sector to help spread costs or monetize the AMI system. Service agreements will cover the AMI transition period, and the completed AMI deployment into the foreseeable future. Any modified service agreement with AE shall be executed prior to soliciting AMI vendors. Service agreement(s) may include services directly between AW and AE, Business Process as a Service (BPaaS) contracts with private vendors, or software licenses held by those entities. The service agreement will specify how manual meter routes will be removed from AE's contract as AMI deployment advances.

Task 3.2 – Consultant will produce or assist in the production of all RFP(s)/Bid Package(s) and any other solicitation documents required for AMI implementation. It is anticipated that the Consultant will produce or assist in the production of an RFP for an AMI System Integrator contractor that will manage multiple vendors/subcontractors to implement an AMI program. RFP(s) should include all AMI criteria in the AMI-AR, which will be validated by the Program Manager. The Consultant/Program Manager will be responsible for revising RFP's if rebidding is required. The Consultant shall respond to solicitation inquiries, and issue addenda as needed.

If unforeseen additional procurements of data analytics, customer portal vendors, equipment, etc. during AMI deployment are required, separate RFP's will be created by the Consultant that may or may not fall under the System Integrator contract. These additional tasks may be included in the System Integrator's RFP as an addendum or change order.

Consultant will assist AW during the evaluation and scoring of vendor/contractor bids or proposals, as a result of their RFP(s). The Consultant/Program Manager will assist the city with final vendor(s) selection and assist in negotiations with vendors or service providers in the best interests of AW. The System Integrator contract, or any others, will be procured directly by the City of Austin Contracting Department, and shall be contract(s) between the AMI vendor(s) and the city. Under no circumstance, will the AMI Consultant/Program Manager and vendor(s)/service provider(s) enter into a contract with each other during this project.

Task 3.3 – Final AMI Implementation Schedule. Update Preliminary AMI Implementation Schedule & AMI Roadmap with all executed contract(s) schedules and bid prices to produce a Final AMI Implementation Schedule. This revised, cost loaded schedule will become the baseline schedule and budget for evaluating Program Management performance.

Task 3.4 – Final Long Term O&M Support Plan. Using executed vendor contracts and prices, update the Preliminary Long Term O&M Support Plan (i.e. Operational Playbook and System Runbook). The Program Manager will manage all AW training requirements, provided by vendors, to ensure that AW staff will be effectively trained in the use of vendor products and services by

the end of the pilot scale AMI deployment in Phase 4. The Long Term O&M Support Plan will update the spending plan for the next AMI replacement cycle, and confirm if AW/AE have implemented recommended service agreement modifications, staffing changes, etc. to support AMI for the foreseeable future.

PHASE 4: PROGRAM MANAGEMENT OF PILOT SCALE AMI METER DEPLOYMENT & COMPLETE SYSTEM INTEGRATION

Task 4.1 – AMI Program Management of a Pilot Scale AMI deployment and complete system integration by the System Integrator Contractor. Program Manager will coordinate all interactions between AW staff and vendor(s), including training. The Program Manager will minimize AW staff man-hours needed during deployment, and shall operate autonomously day to day.

Program Management Services during pilot scale deployment including but not limited to:

- 1) Oversee System Integrator/Vendor(s) work at AW/AE facilities supporting AMI (i.e. meter shop upgrades, IT server installation, etc.) Installing IT systems, analytic tools, customer portal, and equipment should not disrupt existing AW operations, and this work should be complete before field deployment of meters or related telemetry. There is a separate non-AMI effort to upgrade/expand the meter shop, and these changes must be incorporated into the AMI facilities plan.
- 2) Manage all contract documentation, including but not limited to:
 - a) Maintain AW provided project FTP site (box.net) for all documentation between System Integrator, 3rd party vendors, Program Manager, and the City.
 - b) Submittal Review Logs, RFI's, Inspection Reports, Change Order Logs, Photographs, Asset Management Logs, Action Item Log, schedules, vendor claims, all meeting minutes, etc.
 - c) At least weekly Project Updates with (with upcoming 4 week schedules) with the AW Project Manager. The Program Manager will be stationed at the Waller Creek Center, beginning with the Pilot Scale Deployment, and they will meet with AW, the System Integrator or other vendors, and city management, as frequently as required.
 - d) Respond to day to day issues raised by the System Integrator, AW customers, city staff, and any other stakeholders
 - e) Weekly Final AMI Implementation Schedule updates.
 - f) If anticipated deviations from the schedule or costs arise, the Program Manager will recommend corrective actions and enforce all Liquidated Damages as appropriate on vendors to ensure a delayed project timeline does not increase the cost to AW.
 - g) If a vendor fails to provide services required, the Program Manager will assist in resolving issues if possible, and provide technical assistance to AW, in support of any litigation or arbitration.
- 3) AMI Program Manager will be responsible for managing monthly project invoicing, schedule, budget, and changes to work, project quality, or any other issues arising during implementation of AMI. Changes in scope, criteria, budget, or other contract requirements require AW project manager approval.
- 4) The Firm will provide, and Program Manager will oversee, comprehensive construction inspection services for all AMI related work occurring in the ROW, inside customer property, or on city property. The Program Manager, and Program Manager provided Construction Inspector(s) will review all pay applications and ensure they are based on the terms of RFP(s). The Program Manager provided Construction Inspector(s) shall follow all COA rules and documentation (photos, daily reports, etc.) procedures for ROW & water meter construction, and shall have their work subject to QA/QC by City employed inspectors with experience in electrical or water utility work. PM Inspection of SCADA, IT, and Meter Shop infrastructure is also subject to those respective groups' QA/QC.

- 5) Ensure non-disruptive updates to the Meter Maintenance Management System during deployments and assist AW's meter maintenance staff in the transition to AMI meter asset management.

Task 4.2 –Pilot Scale AMI Deployment Validation. Validate pilot scale AMI system deployment, including all complete integration of all pilot scale AMI data (CIS, Analytics, and Business Process Improvements) with all AW/AE systems. Vendor performance issues shall be brought to the attention of AW, and if needed, vendor(s) will be replaced by the 2nd highest scoring vendor or 2nd lowest cost bidder as appropriate. If vendor/technology changes occur, the Program Manager will update the Final AMI Implementation Schedule and AMI Roadmap.

As part of the pilot deployment validation process, changes will be made to SOPs, training, etc. by the Consultant. To complete Pilot Scale AMI Deployment Validation, the Program Manager needs to verify that all BPNs have been met, on a limited scale, and that all AW staff is proficient to support full AMI deployment. A revised Full Scale Implementation Schedule, specifying the exact sequencing of meter deployments (batches), will be included.

PHASE 5: PROGRAM MANAGEMENT OF FULL SCALE AMI METER DEPLOYMENT

Task 5.1 –Continue Program Management activities of Full Scale Deployment of AMI meters by the System Integrator as described in Phase 4. During Full Scale AMI Meter Deployment, a “flight” of meters refers to a single group (or batch) of meters deployed in one work effort and then made fully operational before proceeding with the next flight. Flights may correlate to replacing individual manual meter reading routes, AMI DCU service areas, or other criteria as determined by the Consultant/Program Manager.

Task 5.2 –Provide Validation Reports of Full Scale AMI Meter Flights. Each flight shall be validated by the Program Manager in a report submitted to AW. If the System Integrator has not met project quality, performance, cost, or schedule requirements for flights of meters already deployed, then future flights of meters will not be authorized by the Program Manager to proceed, until previous issues are addressed. These batch validation reports will not include repetitive AW BPN assessments, but the Program Manager will address all issues raised by AW staff as they occur.

At the end of each year of full deployment, the Program Manager will also prepare an Annual AMI Status Report containing a summary of flight validations, an update of their original AMI-AR, and recommendations for any contract modifications needed for subsequent flights, based on actual system performance or changes in industry/technology. The Program Manager will also prepare an updated AMI Implementation spending plan & AMI Project Roadmap every quarter.

PHASE 6: COMPREHENSIVE AMI SYSTEM VALIDATION OF ALL BPNs

Task 6.1 – AMI System Comprehensive System Validation Services. One year after validating the last flight of meters, the Program Manager will validate that the entire AMI system continues to meet all criteria specified in RFP(s), and all BPNs defined in the most recent update of the AMI-AR. The Consultant will assess AW staffs' use of various AMI tools and capabilities to ensure project goals are met.

If the training originally provided to AW in Phase 4 has not proven to be effective by Phase 6, then enhanced vendor training should be provided to AW staff. Recommend any necessary changes to products or service contracts AW should pursue in future AMI projects. Summarize lessons learned from the project. Update estimated future AMI replacement costs & schedule based on actual costs and system performance, and project experience. A review of AW billing

performance, customer portal reaction surveys, and other public relations information shall be part of this review.

Task 6.2 – Post Construction Services. Post construction Program Management services include AMI warranty management, and final close out documentation and disaster recovery procedures. During the year after project completion, the Program Manager will not need to be stationed at Waller Creek Center, but they will need to manage all warranty claims, operational issues, and other technical problems with the AMI system or its related components.

DELIVERABLES:

For each draft deliverable, the Consultant will prepare a city comment log, including the Consultant's responses to each comment. Comment logs will be submitted to the AW Project Manager for his review along with revised deliverables. Once all Consultant responses are accepted by AW, the Consultant will submit a revised product, adopting those comments.

PHASE 1: AW/AE BUSINESS PROCESS NEEDS ASSESSMENT

AW-Consultant Project Communication Plan – Consists of Task 1

After kick-off meeting, submit a Consulting Communication Plan showing how the project team will interact with the AW PM, and each AW business group single point of contact.

Business Process Needs (BPNs) Assessment & Report – Consists of Tasks 2 & 3

The BPNs Assessment allows the Consultant to identify potential AMI enabled business process improvements across all AW business units. The intent of this deliverable is to “define the problem” and identify BPN objectives that can be validated by the Consultant. In addition to a written report, the Consultant will make a presentation to AW executive management on the opportunities for improvement found, and how an AMI system can help.

As part of Consulting Activities, the Consultant will provide all meeting minutes, schedule updates, and may be asked to provide other miscellaneous deliverables.

PHASE 2: PRELIMINARY AMI IMPLEMENTATION & LONG TERM SUPPORT PLANNING

Monthly & Daily Data/AMI Customer Portal RFP – Consists of Tasks 1 & 2

AW is currently procuring a non-AMI customer portal vendor contract that will pull monthly customer meter data hosted on the CC&B system for water conservation purposes. If the Consultant finds that this AW customer portal contract cannot support the proposed hourly AMI data, they will draft a new RFP for customer portal services to address this issue or they will recommend an amendment to the existing monthly data customer portal contract to provide AMI specific services.

AMI-AR – Consists of Tasks 3 through 9

The AMI-AR will have two volumes, each to be submitted and reviewed separately. Volume 1 will assess AMI technological options, including hosted and managed service analysis, for AW to consider and recommend a System Architecture and a conceptual AMI Roadmap.

Once the AMI System Architecture and AMI Roadmap are approved, the Consultant shall complete the AMI-AR and submit this portion of the report as Volume 2

AMI-AR Volume 1 Content:

- 1) Assessment of AMI Technologies- Task 3
- 2) Recommended AMI System Architecture- Task 4
- 3) AMI Roadmap- Task 4
 - a) The AMI Roadmap will be a high level description of the AMI program schedule, cost, and conceptual scope that will be updated over the course of the project.
 - b) This document will be made public and should be easy to understand by non-technical staff and AW's customers.

**Volume 1 content will be reviewed and approved by AW, prior to beginning Volume 2*

AMI-AR Volume 2 Content:

- 4) AMI vs Manual Meter Reading Business Case- Task 5
- 5) AMI Validation Criteria Matrix- Task 6
- 6) Public Outreach Plan- Task 7
 - a) The Consultant will provide a Public Outreach Plan that specifies how they plan to keep the public informed of AMI's benefits and progress.
 - b) The Consultant will work closely with AW's Public Information Office, to make:
 - i) Public presentations, maintain a project website, distribute fliers or direct mail, and other forms of communication.
 - ii) Manage messaging and neighborhood notifications during AMI deployment.
 - iii) Provide training to customer care staff to respond to customer complaints or questions and recommend staffing requirements during the transition period and after AMI implementation is complete.
 - c) The public outreach plan will also include scheduled presentations to civic groups, Water & Waste Water Commission, City Council, and AW management.
- 7) Preliminary Long Term AMI Support Plan- Task 8
 - a) The long term plan should cover multiple planning horizons. For example:
 - i) Short Term Planning, 0-5 years from initial deployment
 - ii) Medium Term Planning, 5-7 years from initial deployment
 - iii) Long Term Planning, 7-15 years from initial deployment. Long term planning should include plans for the next meter replacement cycle.

The Consultant will compile all the technical products into an AMI-AR and present findings to AW management for approval to proceed into Phase 3..

Preliminary AMI Implementation Schedule – Consists of Task 10

In contrast to the AMI Roadmap, the AMI Implementation Schedule will be a detailed, cost loaded and regularly updated MS Project schedule that will gain complexity, and accuracy, as AMI vendor procurement progresses. Cost estimates are based on the AMI business case. The schedule will list AMI system validation report milestones, where the Program Manager will assess the quality of the System Integrator's work after a pilot scale deployment, and after each defined meter batch during full deployment. The Implementation Plan will also contain a detailed procurement plan showing all anticipated contracts, their solicitation timelines and any other interdependencies. The implementation schedule will be reviewed quarterly by AW staff prior to solicitation.

As part of Consulting Activities, the Consultant will provide all meeting minutes, schedule updates, and may be asked to provide other miscellaneous deliverables.

***The remaining four phases constitute AMI Program Management Services, which may not proceed without the AW Director's approval.**

PHASE 3: AMI VENDOR(S) PROCUREMENT ASSISTANCE, FINAL AMI IMPLEMENTATION PLANNING

Interdepartmental Service Agreements – Consists of Task 1

Based on the AMI-AR, the Consultant will update AW's Service Agreement with AE to incorporate the transition to AMI, and potentially include other city departments and municipal/private utilities that wish to use AW's AMI network.

Vendor(s) Requests for Proposal/Bid Package – Consists of Task 2

Based on AMI-AR findings, prepare solicitation documentation and collaborate with the City of Austin procurement department and technical staff to solicit all contracts to complete the AMI program. In addition to creating RFP(s) the Consultant will be responsible for addenda and clarifications. Upon receiving proposals/bids, the Consultant will assist in the evaluation of vendors and make recommendations to AW as deemed appropriate. Upon contract award, conformed contract(s) will be produced.

Final AMI Implementation Schedule – Consists of Task 3

Update the Preliminary AMI Implementation Schedule with bid costs and schedules. Finalize all deliverables and add them to the schedule, along with embedded vendor schedules. Include anticipated milestones involving AW staff, such as training, in the schedule. The Final AMI Implementation Schedule will become the official project baseline for both cost and schedule. Implementation Plan shall have detailed scope defined for the Pilot Scale Deployment.

Final AMI Long Term Support Plan – Consists of Task 4

This deliverable includes a list of all standard operating procedures, operations and maintenance (O&M) manuals and vendor training to be provided for AW staff by the System Integrator. Based on this plan, compile a schedule for delivery of training materials & training sessions to be provided by Vendor(s).

As part of Program Management Activities, the Program Manager will provide all meeting minutes, schedule updates, and may be asked to provide other miscellaneous deliverables during AMI implementation.

PHASE 4: PROGRAM MANAGEMENT OF PILOT SCALE AMI DEPLOYMENT & COMPLETE SYSTEM INTEGRATION

Pilot Scale AMI Deployment Validation Report – Consists of Tasks 1 & 2

After all contracts and interdepartmental service agreements are executed, upgrading AMI supporting infrastructure/IT systems and training AW staff will be completed before deploying any AMI meters affecting customers. After a pilot scale deployment of meters and AMI system integration of those meters is complete, then the Program Manager will submit a Pilot Scale AMI Deployment Validation Report, confirming that all relevant pilot scale criteria, and AW BPNs, have been met at the pilot scale. A schedule of full scale AMI meter deployments will be finalized in the Pilot Validation Report. Based on actual pilot scale deployment experience, the AMI Roadmap will be updated with any changes to technology, vendor/service contracts, training, or standard

operating procedures that are required. This Pilot Scale Validation Report must be approved by AW, before full scale AMI deployment begins in Phase 5.

As part of Program Management Activities, the Program Manager will provide all meeting minutes, schedule updates, change order documentation, As-Builts, electronic O&M SharePoint site updates, asset management spreadsheets, presentations, and may be asked to provide other miscellaneous deliverables during AMI implementation.

PHASE 5: PROGRAM MANAGEMENT OF FULL SCALE AMI METER DEPLOYMENT

Full Scale AMI Deployment Flight Validation Reports – Consists of Task 1

As successive flights of AMI meters are deployed, partial system validations will occur over a 4 year time period. These sequential flight validation reports will document system performance metrics as the system grows, but they will not assess AW staff proficiency with the system. After the last flight of AMI meters are deployed and validated, the System Integrator will demobilize and AW will assume management of all AMI equipment not covered by service contracts or warranties.

As part of Program Management Activities, the Program Manager will provide all meeting minutes, schedule updates, change order documentation, As-Builts, electronic O&M SharePoint site updates, asset management spreadsheets, presentations, and may be asked to provide other miscellaneous deliverables during AMI implementation.

PHASE 6: COMPREHENSIVE AMI SYSTEM VALIDATION OF ALL BPNs

Complete AMI System Deployment Validation Report - Consists of Tasks 1 & 2

This report assesses both the technical operation of the completed AMI system, and confirms that all BPNs have been addressed by the AMI program one year after its completion. It will capture any issues that arise after project completion, make final revisions to the Long Term AMI Support Plan, describe lessons learned, and list recommendations for future AMI system improvements.

SUPPLEMENTAL SERVICES

The above scope is preliminary in nature and intended to provide respondents with a general overview of the major tasks envisioned as part of this solicitation. AW reserves the right to expand and/or reduce the Project Objectives as may be appropriate based on the technical content of the Successful Consultant's proposal and/or during contract negotiations based on budget considerations.

PERFORMANCE ACCOUNTABILITY & SCHEDULE OF PAYMENTS

A mutually developed schedule is necessary to satisfy performance expectations, and will be developed after Consultant selection during final contract negotiations. The Consultant shall be expected to provide sufficient personnel to ensure that key activities are completed in time and to avoid delaying other steps that would impact the schedule. The Consultant shall provide a fee for extending the duration of both Consulting and Program Management services if other parties are responsible for delays to their schedule. Any schedule delays caused by the Consultant shall not incur additional charges to AW.

Payment in Phases 1, 2 & 3

Payment to the Consultant in this phase will be based on AW's receipt of AW approved deliverables, as defined in a Resource Allocation Plan (RAP) document, to be negotiated at a later date. Partial payment for drafts of deliverables can be considered, and will be specified in

the RAP document.

Payment in Phases 4, 5 & 6

Payment to the Consultant will be based partially on AW's receipt of AW approved deliverables, and partially based on a fixed monthly fee (determined by phase). The division between fixed and deliverable costs per phase will be defined in a Resource Allocation Plan (RAP) document, to be negotiated at a later date. Partial payment for drafts of deliverables can be considered, and will be specified in the RAP document.

While unforeseen issues are expected to arise, if the System Integrator/Vendor(s) cannot meet AMI project requirements, then the Consultant shall provide technical and solicitation services to remedy the issue to protect AW from incurring additional costs.

If the Consultant is in error, they will not charge AW additional fees to remedy an issue. The Program Manager will also assist with processing contract claims and any litigation by the city, at no additional charge unless Program Management services are extended beyond their original duration.

MANAGEMENT

If during the course of the award the Consultant makes personnel changes, AW has the right to review, accept, and/or reject proposed substitute(s). Also during the course of the project, AW reserves the right to request the removal of Consultant personnel.

COORDINATION WITH AW

The Consultant shall work in close coordination with and shall report directly to the AW Project Manager or persons designated by him on a weekly basis or as needed. Milestones and approval dates shall be clearly communicated, and AW staff shall have a minimum 2 weeks to review deliverables.

RECORDS SUBJECT TO AUDIT

The Consultant agrees that AW, or its designee, reserves the right to audit, examine, and copy any and all books, records, electronic records and information relating to the contract. All records will be maintained for a period of 5 years after the contract completion, until the audit is completed and all questions arising there from are resolved.

0500A

ATTACHMENT 1

Consultant's Confirmation of No Exclusive Relationship with Any Specific AMI Vendors

I hereby attest that _____ does not develop, produce

Firm Name of Consultant

or sell AMI products or services and has no formal or informal exclusive or sole-source business relationship with any specific AMI System Provider. It will be our Firm's sole intent to be totally unbiased in our recommendations to The City of Austin for an AMI solution, thereby recommending the AMI System based solely on capability fit and costs of the system to best meet AW's needs and requirements.

Signature of Authorized Representative of Firm

Date

Printed Name of Authorized Representative

BAFO (BEST AND FINAL OFFER) COST PROPOSAL FORM 0600ACITY OF AUSTIN
MDD0103 - AMI CONSULTANT


Special Instructions: Be advised that exceptions taken or qualifying statements made to any portion of the solicitations may jeopardize acceptance of the proposal and may result in disqualification of the bid.

The City reserves the right to determine if an alternative product/service submitted will meet the needs of the specifications and select an alternative to the specifications provided. Where an equivalent product is submitted, the City reserves the right to select a buyer approved equal.

A proposal of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item.

The purpose of this cost proposal sheet is for evaluation purposes only. The quantities noted below are estimates and not a guarantee of actual tasks, work, or quantities. The City does not guarantee the purchase of the tasks listed. Actual tasks may be more or less.

Failure to respond to each section of this cost proposal sheet may result in disqualification of your proposal. In the BAFO section below, provide your best and final pricing for all items. If the unit cost price will not change please input the same price in the BAFO column. The City is seeking the best possible rate for AMI Consultant Services.

VENDOR NAME:	West Monroe Partners, LLC		
VENDOR SIGNATURE:	Thomas G. Hulsebosch, Sr. Managing Director		
DATE:	10/5/2018		
PHASE NO.	ITEM DESCRIPTION		Proposed Cost
Phase 1	AW/AE Business Process Needs Assessment		
	Phase 1 Total Proposed Cost		\$427,000.00
Phase 2	Preliminary AMI Implementation & Long Term Support Planning		
	Phase 2 Total Proposed Cost		\$897,000.00
Phase 3	AMI Vendor(s) Procurement Assistance, Final Implementation Planning		
	Phase 3 Total Proposed Cost		\$657,000.00
Phase 4	Program Management of Pilot Scale AMI Meter Deployment & Complete System Integration		
	Phase 4 Total Proposed Cost		\$1,788,000.00
Phase 5	Program Management of Full Scale AMI Meter Deployment		
	Phase 5 Total Proposed Cost		\$3,362,000.00
Phase 6	Comprehensive AMI System Validation of all BPNs		
	Phase 6 Total Proposed Cost		\$188,000.00
TOTAL PROPOSED COST OF ALL PHASES:			\$7,319,000.00

ALL COSTS INCLUDE EXPENSES
 Added Costs From Original Submission

Phase 2 Phase 1 & 2 Field Assessment of Existing Meters at 1% residential and 2% commercial/government. Per meter fee \$161

Phase 3 Permitting for the pilot and full-scale deployment at 1% requiring letter-size sketch, remainder via notification only under general permit program.

Phase 4,5 (cost added to Phase 5) Construction Inspection for the pilot and full-scale deployment and QA/QC at 10% inspection rate. Per meter fee \$21

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	West Monroe Partners, LLC	
Physical Address	9801 Westheimer Rd #803 Houston, TX 77042	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	<input type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	Thompson-Hamilton Engineering, LLC dba Atlas Design Services	
Physical Address	238 Catalina Lane, Austin, Texas 78737	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	<input type="radio"/> No

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 30th day of May, 2017

CONTRACTOR	<u>West Monroe Partners, LLC</u>
Authorized Signature	<u>Thomas Hulsebosch</u>
Title	<u>Senior Managing Director</u>

**CITY OF AUSTIN, TEXAS
SECTION 0810
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION**

The term “**Offeror**”, as used in this document, includes the individual or business entity submitting the Offer. For the purpose of this Affidavit, an Offeror includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and any person or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror. and
 - c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.
7. As required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

8. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Thomas Hulsebosch - Senior Managing Director

Name and Title of Authorized Individual

Thomas Hulsebosch

Signature of Authorized Individual/Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: MDD0103

SOLICITATION TITLE: Consulting & Program Management Services for AW Advanced Metering Infrastructure Project

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☐ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☒ **YES, I DO intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	West Monroe Partners, LLC		
City Vendor ID Code	N/A		
Physical Address	800 Town and Country Blvd., Suite 300		
City, State Zip	Houston, TX 77024		
Phone Number	(346) 308-8300	Email Address	sbansal@westmonroepartners.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		
<p>Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed Subcontracting/Sub-Consulting Utilization Form, and if applicable my completed Subcontracting/Sub-Consulting Utilization Plan, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the Request For Change form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form. I understand that, if a Subcontractor is not listed in my Subcontracting/Sub-Consulting Utilization Plan, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my Request for Change form.</p> <p> Thomas Hulsebosch Sr. Managing Director 5/30/2017 </p>			
Name and Title of Authorized Representative (Print or Type)		Signature/Date	

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: MDD0103

SOLICITATION TITLE: Consulting & Program Management Services for AW Advanced Metering Infrastructure Project

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

☒ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL of the following CHECK BOXES MUST be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.**

☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.

☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: MDD0103

SOLICITATION TITLE: Consulting & Program Management Services for AW Advanced Metering Infrastructure Project

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.

- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: MDD0103

SOLICITATION TITLE: Consulting & Program Management Services for AW Advanced Metering Infrastructure Project

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: VS0000022046 <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	VS0000022046
Contact Person	Sharon Hamilton Phone Number: (512) 695-3263
Additional Contact Info	Fax Number: N/A E-mail: shamilton@atlasdgn.com
Amount of Subcontract	\$ 1.3M
List commodity codes & description of services	Commodity codes include 96156 and 95877. Services generally include project coordination, project management and engineering expertise.
Justification for not utilizing a certified MBE/WBE	N/A

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☒ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Kesha Hurst-McC

Reviewing Counselor

Date

6/16/17

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☒ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

RD

Director/Assistant Director or Designee

Date

6/26/17

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: West Monroe Partners, LLC

Company Address: 800 Town and Country Blvd., Suite 300

City, State, Zip: Houston, TX 77024

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: Thomas G. Hulsebosch

Title: Senior Managing Director

Signature of Officer or Authorized Representative: Thomas Hulsebosch

Date: May 30, 2017

Email Address: thulsebosch@westmonroepartners.com

Phone Number: 847-385-1530

*** Proposal response must be submitted with this Offer sheet to be considered for award**

0500A

ATTACHMENT 1

Consultant's Confirmation of No Exclusive Relationship with Any Specific AMI Vendors

I hereby attest that West Monroe Partners, LLC does not develop, produce

Firm Name of Consultant

or sell AMI products or services and has no formal or informal exclusive or sole-source business relationship with any specific AMI System Provider. It will be our Firm's sole intent to be totally unbiased in our recommendations to The City of Austin for an AMI solution, thereby recommending the AMI System based solely on capability fit and costs of the system to best meet AW's needs and requirements.

Thomas Hulsebosch

May 30, 2017

Signature of Authorized Representative of Firm

Date

Thomas G. Hulsebosch

Printed Name of Authorized Representative

Section 0510: Purchasing Office Exceptions Form

Solicitation Number: MDD0102 Custodial Services

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. The City, at its sole discretion, may negotiate exceptions to the sections contained in the solicitation documents or the City may deem the Offer non-responsive. The Offeror that is awarded the contract shall sign the contract with the accepted or negotiated sections.

Copies of this form may be utilized if additional pages are needed.

☐ Accepted as written.

☒ Not accepted as written. See below:

Indicate:

- ☒ **0300 Standard Purchase Terms & Conditions**
- ☒ **0400 Supplemental Purchase Provisions**
- ☐ **0500 Scope of Work**

Page Number

Section Number

Section Description

Alternative Language: Below are standard contract terms that would be included to govern the services performed by WMP. If there is a conflict between these terms and your standard services agreement, WMP is requesting an exception and welcomes the opportunity to discuss the proposed revisions with you to come to a mutually beneficial and agreed upon master services agreement.

Justification:

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	West Monroe Partners, LLC	
Physical Address	9801 Westheimer Rd #803 Houston, TX 77042	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	<input type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	<input type="radio"/> No

SUBCONTRACTOR(S):

Name of Local Firm	Thompson-Hamilton Engineering, LLC dba Atlas Design Services	
Physical Address	238 Catalina Lane, Austin, Texas 78737	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	<input type="radio"/> No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0835: Non-Resident Bidder Provisions

Company Name West Monroe Partners, LLC

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Non-resident bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: No Which State: Illinois

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N/A

**City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 30th day of May, 2017

CONTRACTOR	<u>West Monroe Partners, LLC</u>
Authorized Signature	<u>Thomas Hulsebosch</u>
Title	<u>Senior Managing Director</u>

**CITY OF AUSTIN, TEXAS
SECTION 0810
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION**

The term “**Offeror**”, as used in this document, includes the individual or business entity submitting the Offer. For the purpose of this Affidavit, an Offeror includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and any person or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.

5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.

6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:

- a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror. and
 - c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.
7. As required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/departments/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

8. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Thomas Hulsebosch - Senior Managing Director

Name and Title of Authorized Individual

Thomas Hulsebosch

Signature of Authorized Individual/Date

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: MDD0103

SOLICITATION TITLE: Consulting & Program Management Services for AW Advanced Metering Infrastructure Project

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☐ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☒ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	West Monroe Partners, LLC		
City Vendor ID Code	N/A		
Physical Address	800 Town and Country Blvd., Suite 300		
City, State Zip	Houston, TX 77024		
Phone Number	(346) 308-8300	Email Address	sbansal@westmonroepartners.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Thomas Hulsebosch Sr. Managing Director 5/30/2017

Name and Title of Authorized Representative (Print or Type)

Signature/Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: MDD0103

SOLICITATION TITLE: Consulting & Program Management Services for AW Advanced Metering Infrastructure Project

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

☒ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following **CHECK BOXES MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation **CANNOT** be added or changed after submission of the bid.

☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.

☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the **Austin Metropolitan Statistical Area**, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)

PROCUREMENT PROGRAM

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: MDD0103

SOLICITATION TITLE: Consulting & Program Management Services for AW Advanced Metering Infrastructure Project

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: MDD0103

SOLICITATION TITLE: Consulting & Program Management Services for AW Advanced Metering Infrastructure Project

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: VS0000022046 <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	VS0000022046
Contact Person	Sharon Hamilton Phone Number: (512) 695-3263
Additional Contact Info	Fax Number: N/A E-mail: shamilton@atlasdgn.com
Amount of Subcontract	\$ 1.3M
List commodity codes & description of services	Commodity codes include 96156 and 95877. Services generally include project coordination, project management and engineering expertise.
Justification for not utilizing a certified MBE/WBE	N/A

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP MDD0103

Addendum No: 1

Date of Addendum: April 21, 2017


This addendum is to incorporate the following changes to the above referenced solicitation:

I. Meeting Change:

The pre-proposal conference date and time has been changed to May 3rd, 2017 at 2:00 pm. The original meeting date scheduled for April 27th has been cancelled.

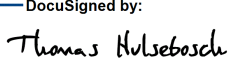
A teleconference line is available for individuals out of town/state to call into the meeting. Please call phone # 512-974-9300 and enter code 203078 to be connected to the pre-proposal meeting.

APPROVED BY: _____


Matthew Duree, Procurement Supervisor
Purchasing Office, 512-974-6346

____ 4/21/2017 ____
____ Date

ACKNOWLEDGED BY:
Thomas Hulsebosch

DocuSigned by:

3A2AF7BD150542F...

5/30/2017

Name

Authorized Signature

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP MDD0103


Addendum No: 2

Date of Addendum: May 4, 2017

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Pre-proposal sign-in sheet:

The pre-proposal sign-in sheet is attached.

APPROVED BY: 
Matthew Duree, Procurement Supervisor
Purchasing Office, 512-974-6346

5/4/2017
Date

ACKNOWLEDGED BY:
Thomas Hulsebosch

DocuSigned by:

3A2AF7BD150542F...
Authorized Signature

5/30/2017
Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



**ADDENDUM
CITY OF AUSTIN, TEXAS**

Solicitation: RFP MDD0103

Addendum No: 3

Date of Addendum: May 12, 2017

This addendum is to incorporate the following changes to the above referenced solicitation:

I. Proposal due date:

The Proposal due date has been extended one week to Tuesday June 6th, 2017. **All Proposals are due prior to 2:00 pm on June 6th, 2017.**

II. Questions:

(Q1) In the 0600, Tab 2, it lists the requirement for documents, including the 0700 and 0815. Where can I locate these documents in the proposal package?

(A1) The inclusion of the requirement for the 0700 and 0815 in the proposal package was a mistake. Please disregard the requirement for these two documents.

(Q2) Will there be a selection of vendors for demonstrations or presentations?

(A2) The City of Austin (COA) reserves the right to shortlist firms and require presentations or interviews at their discretion.

(Q3) What is the projected start date?

(A3) Contract execution is estimated for Fall of 2017.

(Q4) Are costs by phase in the Cost Proposal Sheet (0600A) to include all expenses (travel, etc.) or just labor costs?

(A4) Costs proposed by the consultant in the 0600A are to be all inclusive and include any cost (travel, etc.) by the consultant needed to perform the required work in that phase.

(Q5) Did Austin Water have support from an outside firm in writing the RFP? If yes, can you provide the name of the outside firm that supported this effort?

(A5) No outside support was used.

(Q6) How have the "examples of Austin Water concerns/requests by each group" in the RFP been developed?

(A6) Through informal discussions with department heads and formally through group brainstorming sessions.

(Q7) Has Austin Water designated a project manager and/or core team for Phase 1 and Phase 2?

(A7) Yes, Bryan Barnett will be the PM for Phases 1 and 2 however please remember we are in the no contact period and **all communication must go through Matthew Duree.**

Revised 12/13/2015

(Q8) Has any benefit/cost analysis, or analysis of AMI versus manual reading, been prepared prior to this point?

(A8) No.

(Q9) Has Austin Water solicited AMI endpoints to go on the L+G system? If so, what was the outcome?

(A9) No. However, we are aware of a L+G AMI water meter end point pilot being ran by the Pecan St. R&D Organization.

(Q10) Does Austin Energy currently have or is Austin Energy planning to implement a Meter Data Management System (MDMS)?

(A10) Austin Energy does have an MDMS in place now, capable of handling multiple utility input – water, gas, electric. Currently we have L+G MDMS (formerly Ecologic Analytics) v3.2 in production, with version upgrades planned every 18 months.

- a. If yes, does Austin Water anticipate using the same MDMS? If no, is the procurement of an MDMS part of the scope of work?

(A10a) The RFP should include the procurement of a new MDMS, although Austin Water might be open to sharing this infrastructure with Austin Energy.

(Q11) In reference to the monthly consumer portal referenced in Task 2.1:

- a. What product/service is Austin Water using to power its customer web portal? Is it Oracle Utilities Customer Self Service, or something else?

(A11 a) Note that we currently use a Customer Care & Billing (CC&B) system that is transitioning from an IBM to an Oracle product. Teri Pennington can confirm which product. Also note that the customer portal, referred to in section 2.1, is a separate service that will provide customer access to monthly CC&B data prior to AMI deployment. That AW customer portal contract is still in the solicitation process.

- b. Are both Austin Energy and Austin Water accounts managed using the monthly consumer portal?

(A11 b) Both Austin Water and Austin Energy share a monthly CC&B system referenced above. Bill Kelly can confirm if AE also has a separate electric consumption customer portal service. As referenced above, Austin Water is in the process of soliciting a new customer portal service for water usage.

(Q12) What is the source of the water consumption information displayed on the Dropcountr mobile application?

(A12) We have two data sources now feeding two customers interaction points; the Metron data coming from the smartmeters deployed to the web portal and dropcountr; we also have the CC&B consumption data via SFTP to Dropcountr.

(Q13) Is the intent to provide detail customer usage information via Dropcountr using actual usage data available after AMI rollout?

(A13) The intent is to provide the most detailed consumption data to customers available, via a customer portal. While Dropcountr has been used in a pilot program, a city wide vendor has not been selected yet. The portal would at first provide monthly data, but as AMI is deployed, the data frequency will be increased for additional customers.

(Q14) Would Austin Water consider waiving the retainage requirement?

(A14) No, retainage will remain a project requirement.

(Q15) What system does the City utilize to produce water meter related work orders (meter reading, change outs, water meter maintenance, water meter inspection, etc.)? Are the work orders paper based or electronic?

(A15) Hansen 8.0. All work orders are electronic.

(Q16) What is the system of record and system of origin for the water meter inventory (meter serial number, meter manufacturer, meter type, etc.)?

(A16) Hansen 8.0. We also have paper tap cards that have been scanned.

(Q17) This RFP contains some significant requirements that often fall outside the normal consultant's role. Would a proposal be considered non-compliant if there are some work items we recommend including in the future procurement of AMI technology and installation services? Examples include Task 2.7 Public outreach, Task 2.3.12 Radio Propagation Study Phase/Task specific questions.

(A17) Yes, please include in your proposal any additions to scopes of services you would recommend but only price those that AW has pointed out in the Scope of Work.

(Q18) Phase 1, Task 1.2: Host BPN Identification Workshops: In order to properly plan for the workshops, how many attendees does the City anticipate will participate at each of the ten departments / functions?

(A18) For budgeting purposes, plan for 10 members per workshop.

(Q19) Phase 2, Task 2.3: This task requires a comprehensive assessment of current AMI technologies. Does the City anticipate this will include the development of a formal Request For Information that would be provided to potential vendors?

(A19) Yes.

(Q20) Phase 2, Task 2.3. 12: The RFP requires a "conceptual propagation study" to develop feasible telemetry options. In order to perform this study (and to properly estimate the level of effort required), can the City please provide the following: GIS or Google Earth map of the AW service area.

(A20) Please see the map attached to this addendum.

(Q21) Phase 2, Task 2.7 – Public Outreach – The RFP requires a public outreach plan, however much of the scope of the plan is variable. In order to adequately plan the level of effort associated with the plan development and subsequent implementation, how much effort and costs should be planned for each of the following components:

a. How many public outreach presentation (public, City management, other departments) should the consultant plan to provide?

(A21a) The exact number is unknown at this time. However, the City would like the consultant to focus their efforts on direct communication with the public (community meetings with staff, mail outs, etc.)

b. Should the development and hosting of a project-specific website be included?

(A21b) City staff will develop and host the project website internally.

c. Television / radio commercials: Does the consultant need to develop the commercial, how many commercials do they have to develop? Would it require actors, directors, film editing, etc? Can you provide details of previous television / radio commercials for similar outreach efforts?

(A21c) The City will not require TV advertising for this project. The City has determined in the past that TV ads are costly and not effective.

d. How many times does the commercial have to run, on how many networks, how often? Is the consultant responsible for the cost of the airtime?

(A21d) The City will not require TV advertising for this project.

- e. How many advertisements need to be developed? Is the consultant responsible for the cost to advertise? How large is the anticipated advertisement, and how often should the advertisement appear?

(A21e) No TV ads will be developed. There may be a few radio ads needed.

- f. Direct mail – is the consultant responsible for envelopes, letter head, postage, stuffing? How many letters have to be sent?

(A21f) The exact number is unknown at this time. A public outreach strategy will need to be developed by the consultant as part of the AMI-AR.

- g. Door flyers – how many need to be developed? Is the consultant responsible for the printing and distribution?

(A21g) The exact number is unknown at this time. A public outreach strategy will need to be developed by the consultant as part of the AMI-AR.

- h. How many educational pieces are required? How many need to be developed? How many need to be printed and distributed? Where these would be distributed?

(A21h) The exact number is unknown at this time. A public outreach strategy will need to be developed by the consultant as part of the AMI-AR.

(Q21) Phase 3, Task 3.1 – Service Agreement modifications: Please provide additional details (quantity, intent of agreements) for applicable existing service agreements with other City departments (other than AE), external utilities, other municipalities, MUDs, or water districts.

(A21) Our only existing service agreements are wholesale customer contracts.

(Q22) Phase 3, Task 3.2 – AMI System Integrator solicitation:

- a. How many solicitations does the City anticipate the consultant supporting?

(A22a) At least one solicitation for implementing AMI, and one solicitation for the customer portal service. Consultant should propose any additional solicitations in the best interests of Austin Water.

- b. Under what circumstances does the City anticipate that a re-solicitation would be required?

(A22b) There are no specific reasons to re-solicit the system integrator contract beyond those encountered in a typical project.

- c. How should the consultant account for the additional level of effort associated with re-solicitation? Would additional funding be provided to support this or does the consultant have to anticipate re-solicitation costs in the base proposal. If so, how many?

(A22c) Additional solicitation costs will be negotiated in the RAP.

- d. How should the consultant account for the level of effort associated with the “unforeseen additional procurements” outlined in the second paragraph of this task?

(A22d) Additional solicitation costs will be negotiated in the RAP.

(Q23) Phase 4, Task 4.1 – Has the non-AMI effort to upgrade the meter shop been completed? If not, what is the planned completion timeframe, and what does it entail?

(A23) No. Upgrading the meter shop is part of this project. It is anticipated that the meter shop will be moved from its current location into a larger space, it will have AMI meter test bench capability, and it will be completed prior to full deployment.

(Q24) Does Austin Water have any restriction on the locations from which services will be provided? May services be provided from outside of Texas? The United States?

(A24) No. Program Management services will require an onsite presence during that phase.

(Q25) Does Austin Water consider AMI experience in total or only direct experience and references with water utilities

Only experience with water utilities.

(Q26) Austin Water is seeking a fixed bid for all phases of the program. Would Austin Water be open to alternative commercial proposals that may constitute a material time and cost savings outside of the fixed bid construct?

(A26) The fixed bid for the phases is necessary for evaluation purposes. Any additional services the consultant wishes to provide should be included in a supplemental services section. Any T&M rates will be negotiated after Council Award.

(Q27) How does Austin Water view submissions by bidder proponents with Texas DIR procurement standing? Is there any guidance for Texas DIR that Austin Water can provide? Will this enhance our score?

(A27) Association with Texas DIR procurement will not affect the final score positively or negatively.

(Q28) Bullet 4 of Task 4.1 (Phase 4, page 12) states "The Contractor shall provide, and the Program Manager will oversee comprehensive construction inspection services." Is the program manager to provide COA certified, first line construction inspectors?

(A28) Yes. The Program Manager will provide inspection services for AMI construction, which will be subject to QA/QC review by City of Austin Inspectors and Austin Water staff.

(Q29) Task 3.1 (Phase 3, page 11) states "help spread the costs or monetize the AMI system" and "service agreement(s) may include services directly between AW and AE." What if any associated discussions, ideas, draft plans, etc. have occurred, and can the bidders get access to the notes and other resulting content to serve as input for the bid creation process?

(A29) No serious discussions, draft plans, etc. have occurred at this time. During the AMI-AR, we would want to identify opportunities our system could provide to neighboring utilities, whole sale customers, etc prior to beginning discussions with such entities.

(Q30) Task 1.2 (Phase 1, page 4) lists potential workshops and topics of discussions, for example, "Customer Service/AW Billing BPNs Gathering Work Shop." Does AW envision a single workshop on this topic and a single workshop for each of the other listed topics? Or does AW envision and will AW resources be available for multiple workshops per topic?

(A30) AW envisions multiple workshops where the consultant can focus on each group's needs, and determine how AMI can better support those needs.

(Q31) Does Austin Energy currently have an MDM that can be leveraged for this effort? If not, does the City plan to implement one as part of this project?

(A31) Yes, see response to similar question above. We are open to using their MDM (or MDMS) but we also want the consultant to determine how we could host that system could be provided by AW.

(Q32) Customer outreach support – There are several mentions of the Program Manager supporting and assisting the AW staff with customer outreach activities. What level of support is expected?

(A32) We are working on providing an example contract for another large project. However no television ads are not expected to be necessary, community meetings with staff and mail outs are expected.

(Q33) Task 2.3 #12 – Is AW looking to include the propagation study as part of the scope of this RFP or is the intent to have the AMI vendor complete this work? We assume the AMI vendor, as the full study would be their responsibility.

(A33) The intent is to have the consultant provide a preliminary desk-top propagation study to inform us on what communication technologies are appropriate for the AMI vendor to pursue. The AMI vendor will perform their own propagation study as well.

(Q34) Who would be responsible for Testing, Organizational Change Management, and Governance throughout this project?

(A34) Testing responsibility will be shared between the consultant and AMI vendor, as directed by the consultant in AMI vendor RFP(s). The consultant will recommend any needed AW organizational changes, including staff qualifications, job titles, etc. to support the enable AW to support the AMI program indefinitely. AW management will have to implement those recommendations during the AMI Pilot Phase so that all staff are in place prior to full deployment. Overall project governance shall be the responsibility of the AMI consultant, with oversight of their activities by Austin Water's Project Manager. The PM will delegate relevant AW staff (IT, meter shop, etc.) to work directly with the consultant as needed.

APPROVED BY:



Matthew Duree, Procurement Supervisor
Purchasing Office, 512-974-6346

5-12-17
Date

ACKNOWLEDGED BY:

Thomas Hulsebosch

Name

DocuSigned by:

Thomas Hulsebosch

3A2AE7BD150542E

Authorized Signature

5/30/2017

Date

RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

September 25, 2017

West Monroe Partners, LLC
800 Town and Country Blvd., Suite 300
Houston, TX 77024

To Whom It May Concern:

Thank you for submitting your Offer for RFP MDD0103 Consulting & Program Management Services for AW Advanced Metering Infrastructure Project for the City of Austin Water Department.

Your organization is invited to discuss your offer with City staff. These discussions will take place by conference call. **Please call the conference call number listed below at 8:30 am to begin the discussions.**

Date:	Tuesday October 3 rd , 2017
Time (Central):	8:30 AM – 9:15 AM
Conference Call Information :	512-972-0215

Please feel free to include any necessary staff to assist, but please make certain you include the key individuals that will be directly involved in the project.

Please be prepared to discuss the following information:

All Phases:

- Some firms have excluded providing typical supporting project deliverables such as meeting minutes, comment logs, action item lists, etc. These documents will be electronically submitted by, and managed by the consultant/PM on a FTP site such as Box.com. Please confirm if all phase costs included these services in all project phases. If not included please revise cost proposal sheet accordingly.
- Travel should be included in each phase's cost, not broken out separately. Please confirm if phase costs include travel.

Phase 1:

- Some firms excluded providing a Project Communication Plan. Please confirm your phase 1 cost includes this deliverable and discuss your Project Communication Plan. If not included please provide a clarification response including this item and revise cost proposal sheet accordingly.

Phase 2:

- Some firms included supplemental field assessment of existing meters, which was not included in the RFP as a mandatory service. Upon reviewing the proposals, the project team believes field assessment will benefit the project. Please discuss your supplemental field assessment and confirm if your phase 2 cost includes this deliverable. If not included please provide a clarification response including this item and revise cost proposal sheet accordingly.
- Several firms stated that a Radio Propagation Study is usually performed during construction of the AMI system by a vendor hired by the system integrator. The intention of this scope is to conceptualize which telemetry options appear feasible for further study, given the overlap of the Austin Water



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

service area, future AW boundaries, Austin Energy's AMI service area, Pedernales Electric Co-Op (PEC)'s AMI service area, specific cellular network vendor's coverage areas, etc. Writing the detailed scope of work for a propagation study would be part of this deliverable, but the study itself would be conducted during pilot/full deployment. Please discuss your plans for the Radio Propagation Study and confirm if your phase 2 cost includes this deliverable, with the appropriate level of effort. If not included please provide a clarification response including this item and revise cost proposal sheet accordingly.

Phase 3:

- Discuss the permitting needs of the AMI project, including ROW permits for replacing meter boxes, deficient service meters, valves, etc. Specify which permits should be acquired by the Consultant/PM and which should be acquired by the contractor and incorporate permitting into meter flight deployment standard operating procedures. Confirm permitting scope is included in your proposal cost and if not included please provide a clarification response including this item and revise cost proposal sheet accordingly.

Phases 4 & 5:

- Based on pilot/full deployment scale lessons learned and design changes, discuss the AMI Long Term Support Plan.
- PM will acquire any permits needed for pilot phase deployment that are not acquired by the system integrator.
- It was the intention of this RFP to require the Consultant/PM to provide inspectors and provide QA/QC of their inspection reports, so that the AMI project does not place a larger burden on City Inspection Services. However both the Consultant/PM and Consultant/PM provided inspectors will be subject to periodic oversight by City of Austin and Austin Water inspectors, to ensure the Consultant/PM team is following COA/AW construction standards. Please discuss you inspection and QA/QC plan.

After the discussions an opportunity will be given to provide a clarification statement for any items above and to revise your cost proposal accordingly for any items that have been clarified and submit a best and final offer (BAFO) cost proposal. Please let me know if you have any questions at 512-974-6346.

Sincerely,

Matthew Duree
Procurement Supervisor
City of Austin
Purchasing Office

BAFO (BEST AND FINAL OFFER) COST PROPOSAL FORM 0600ACITY OF AUSTIN
MDD0103 - AMI CONSULTANT


Special Instructions: Be advised that exceptions taken or qualifying statements made to any portion of the solicitations may jeopardize acceptance of the proposal and may result in disqualification of the bid.

The City reserves the right to determine if an alternative product/service submitted will meet the needs of the specifications and select an alternative to the specifications provided. Where an equivalent product is submitted, the City reserves the right to select a buyer approved equal.

A proposal of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item.

The purpose of this cost proposal sheet is for evaluation purposes only. The quantities noted below are estimates and not a guarantee of actual tasks, work, or quantities. The City does not guarantee the purchase of the tasks listed. Actual tasks may be more or less.

Failure to respond to each section of this cost proposal sheet may result in disqualification of your proposal. In the BAFO section below, provide your best and final pricing for all items. If the unit cost price will not change please input the same price in the BAFO column. The City is seeking the best possible rate for AMI Consultant Services.

VENDOR NAME:	West Monroe Partners, LLC		
VENDOR SIGNATURE:	Thomas G. Hulsebosch, Sr. Managing Director		
DATE:	10/5/2018		
PHASE NO.	ITEM DESCRIPTION		Proposed Cost
Phase 1	AW/AE Business Process Needs Assessment		
	Phase 1 Total Proposed Cost		\$427,000.00
Phase 2	Preliminary AMI Implementation & Long Term Support Planning		
	Phase 2 Total Proposed Cost		\$897,000.00
Phase 3	AMI Vendor(s) Procurement Assistance, Final Implementation Planning		
	Phase 3 Total Proposed Cost		\$657,000.00
Phase 4	Program Management of Pilot Scale AMI Meter Deployment & Complete System Integration		
	Phase 4 Total Proposed Cost		\$1,788,000.00
Phase 5	Program Management of Full Scale AMI Meter Deployment		
	Phase 5 Total Proposed Cost		\$3,362,000.00
Phase 6	Comprehensive AMI System Validation of all BPNs		
	Phase 6 Total Proposed Cost		\$188,000.00
TOTAL PROPOSED COST OF ALL PHASES:			\$7,319,000.00

ALL COSTS INCLUDE EXPENSES
 Added Costs From Original Submission

Phase 2 Phase 1 & 2 Field Assessment of Existing Meters at 1% residential and 2% commercial/government. Per meter fee \$161

Phase 3 Permitting for the pilot and full-scale deployment at 1% requiring letter-size sketch, remainder via notification only under general permit program.

Phase 4,5 (cost added to Phase 5) Construction Inspection for the pilot and full-scale deployment and QA/QC at 10% inspection rate. Per meter fee \$21

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Matthew Duree/ 46346	PM Name/Phone	Bryan Barnett - 972-0162
Sponsor/User Dept.	AW 2200	Sponsor Name/Phone	Byran Barnett - 972-0162
Solicitation No	MDD0103	Project Name	Program Management Consultant Services - AMI Consultant
Contract Amount	\$400-000 - 1,00,000	Ad Date (if applicable)	4/3
Procurement Type			
<input type="checkbox"/> AD - CSP <input type="checkbox"/> AD - CM@R <input type="checkbox"/> AD - Design Build <input type="checkbox"/> AD - Design Build Op Maint <input type="checkbox"/> AD - JOC <input type="checkbox"/> IFB - Construction <input type="checkbox"/> IFB - IDIQ <input type="checkbox"/> PS - Project Specific <input type="checkbox"/> PS - Rotation List <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> Ratification <input type="checkbox"/> Sole Source*			
Provide Project Description**			
RFP to hire consultant to assist AW with the upcoming citywide water meter replacement project			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
NA			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
95877 - Project Management Services			
Matthew Duree		3/21/17	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	3/21/2017	Date Assigned to BDC	3/21/2017
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

There are 56 MBE/WBE's available

Subcontracting Opportunities Identified

Arturo Salinas

SMBR Staff

Arturo Salinas

Signature/ Date

3/29/17

SMBR Director or Designee

gmo

Date

3/30/17

Returned to/ Date:

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
West Monroe Partners, LLC
Chicago, IL United States

Certificate Number:
2017-292111

Date Filed:
12/08/2017

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Austin Water Utility

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MDD0103
Consulting & Program Management Services for Advanced Metering Infrastructure

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Lynch, Kim	Chicago, IL United States	X	
	Jones, Zach	Chicago, IL United States	X	
	Stelter, Susan	Chicago, IL United States	X	
	Kay, Holly	Chicago, IL United States	X	
	McCarty, Kevin	Chicago, IL United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Dan Belmont, this the 15 day of December, 2017, to certify which, witness my hand and seal of office.

[Signature]

Signature of officer administering oath

Alyssa Landgrebe

Printed name of officer administering oath

notary

Title of officer administering oath



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

3/1/2018

West Monroe Partners, LLC
tmcclung@wmp.com

Dear Tommy:

The Austin City Council approved the execution of a contract with your company for AMI Program Management Consultant Services in accordance with the referenced solicitation.

Responsible Department:	FSD
Department Contact Person:	Daniel Layton
Department Contact Email Address:	Daniel.Layton@austintexas.gov
Department Contact Telephone:	512-972-1034
Project Name:	AMI Program Management Consultant Services
Contractor Name:	West Monroe Partners, LLP
Contract Number:	MA 2200 PA1800000010
Contract Period:	Until deliverables are completed
Dollar Amount	\$1,981,000
Extension Options:	N/A
Requisition Number:	RQM 2200 17021300281
Solicitation Type & Number:	RFP MDD0103
Agenda Item Number:	41
Council Approval Date:	12/07/17

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person.

Sincerely,

Matthew Duree
Procurement Supervisor
City of Austin
Purchasing Office

cc: Daniel Layton
Darrell Richmond
Rick Harland

GOAL DETERMINATION REQUEST FORM

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Provide Project Description**			
RFP to hire consultant to assist AW with the upcoming citywide water meter replacement project			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
NA			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
95877 - Project Management Services			
Matthew Duree		3/21/17	
Buyer Confirmation		Date	

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	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

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Subcontracting Opportunities Identified

Arturo Salinas

SMBR Staff

Arturo Salinas

Signature/ Date

3/29/17

SMBR Director or Designee

gmo

Date

3/30/17

Returned to/ Date: