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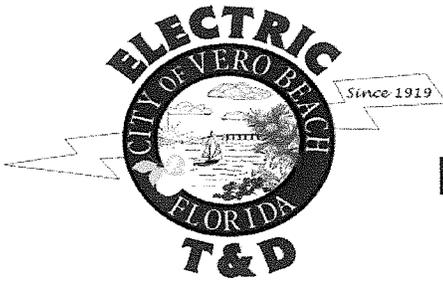
City Council Agenda Item
Meeting of November 17, 2015

TO: The Honorable Mayor and Members of the City Council
FROM: James R. O'Connor, City Manager
DATE: November 5, 2015

SUBJECT: Responder Outage Management System (OMS) Implementation
REQUESTED BY: City Manager/Electrical T&D Department

The following is requested as it relates to the above-referenced agenda item:

- Request Council review and approval based on the attached supporting documentation.
- No action required. (Information only)



Departmental Correspondence

E-Mail: TFletcher@covb.org

TO: James R. O'Connor, City Manager
DEPT: City Manager

VIA: Ted Fletcher, Director of Electric Utility Operations **TF**
DEPT: T&D

FROM: Cynthia D. Weber, Manager of Electric Systems Development
DEPT: T&D

DATE: November 4, 2015

RE: **Responder Outage Management System (OMS) Implementation**

Background:

- The T&D department currently does not have an Outage Management System (OMS) in place. However, all outages are currently being dispatched to line crew personnel through radio communication. With the inventory of the electric distribution system that was completed six (6) years ago and the recent deployment of mobile data system for work orders, the deployment and implementation of Responder OMS will greatly improve the electric distribution system reliability and outage response times.

Funding:

- Funding will come from Responder Outage Management Software account # 403.5400.531.616035. This is an approved budget item in the 2015-2016 Five-year CIP.

Recommendation:

I am requesting approval for the following:

- Place this item on the November 17, 2015 City Council agenda;
- Award the contract to Schneider Electric in the amount of \$287,641.00. Schneider Electric is the sole source provider for the T&D department existing Facilities Management System (ArcFM) and Mobile Data System (ArcFM Mobile).

Analysis:

- Strengths: Responder will help:
 - 1) Reduce outage durations due to faster restoration based upon outage location predictions.
 - 2) Improve customer satisfaction due to increased awareness of outage restoration progress and providing estimated restoration times.
 - 3) Reduce outage frequency due to use of outage statistics for making targeted reliability improvements.

- Weaknesses: None.

- Opportunities:
 - 1) Responder OMS system will provide the T&D department with historical data that will be used to find common causes, failures, and damages.
 - 2) Responder OMS will seamlessly integrate with the existing inventory Facilities Management system (ArcFM), the Customer Information System (CIS), the Interactive Voice Response System (IVR), and the mobile data system (ArcFM Mobile).
 - 3) The electric system operators will be able to prioritize work and effectively assigned crews, greatly reducing inefficient truck roles.

- Threats: None.

CDW:mp
Attachments

cc: Cindy Lawson, Finance Director
John O'Brien, Purchasing Manager, w/attachments



Capital Request

Electric Fund Renewal & Replacement

Department	Account Number	Item Description	Budget 2015-16
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Power Resources

403.5000.531.610391	COMPUTERS	10,000
403.5000.531.616030	UNIT 2 HEAT EXCHANGER RETUBE	150,000
403.5000.531.616031	UNIT 2 BOILER FEED PUMP RE-BUILD	125,000
403.5000.531.616032	UNIT 5 EXCITER UPGRADE	220,000
403.5000.531.667314	UNIT 5 COMBUSTION TURBINE INSPECTION	150,000
<hr/>		
Total for Power Resources		655,000

Customer Service

403.5100.531.616040	CUSTOMER SERVICE LOBBY IMPROVEMENTS	15,000
403.5100.531.641415	CUST SVC VEHICLE LEASE-PURCHASE ACQUISITION	112,500
403.5100.531.641416	CUST SVC VEHICLE LEASE-PURCHASE DEBT SERVICE	28,921
<hr/>		
Total for Customer Service		156,421

Transmission & Distribution

403.5400.531.610365	RECONDUCTOR FEEDERS	325,000
403.5400.531.610391	COMPUTER	85,000
403.5400.531.613001	SWITCHGEAR REBUILD	899,908
403.5400.531.614003	RELAY TESTING	30,000
403.5400.531.615040	DISTRIBUTION BREAKER MAINTENANCE	30,000
403.5400.531.615049	T & D VEHICLES LEASE-PURCHASE DEBT	84,790
403.5400.531.616033	T&D VEHICLES LEASE-PURCHASE ACQUISITION	376,387
403.5400.531.616034	TRANSMISSION LINE BREAKER REPLACEMENTS	250,000
403.5400.531.616035	RESPONDER OUTAGE MANAGEMENT SOFTWARE	290,000
403.5400.531.616036	WIRE TRAILER	55,000
403.5400.531.616037	SUBSTATION RELAY COMPLIANCE REQUIREMENT	410,000
403.5400.531.616038	SUBSTATION REMOTE RACKING DEVICE	60,000
403.5400.531.616039	SUBSTATION MISC CAPITAL PROJECTS	60,000
403.5400.531.667364	POLES/TOWERS/FIXTURES	250,000
403.5400.531.667365	O/H CONDUCTORS/DEVICES	350,000
403.5400.531.667366	UNDERGROUND CONDUIT	350,000
403.5400.531.667367	U/G CONDUCTORS/DEVICES	400,000

**CITY OF VERO BEACH
CAPITAL EXPENDITURE REQUEST
FISCAL YEAR 15-16**

FUND 403 - Electric R&R
DEPARTMENT T & D

PROJECT NAME RESPONDER OUTAGE MANAGEMENT SYSTEM IMPLEMENTATION (OMS)
ACCOUNT # 403.5400.531.616035

TYPE OF EXPENSE

New	X
Repair/Refurbish	
Replace	

PROJECT LOCATION

T & D

PROJECT DESCRIPTION

Implementation of Responder OMS automatic outage and reliability documentation.

JUSTIFICATION

Currently outages are dispatched to crews through radio; with Responder, dispatchers will be able to identify the likely location of an outage based on input from customer, field crews, and SCADA system. Responder represents the outages in geographic views with detailed real-time information about the electrical distribution network. Dispatchers will be able to prioritize work and effectively assign crews, greatly accelerating the response time and reducing inefficient truck roles.

PROJECT BUDGET (REVENUES AND EXPENDITURES) BY FISCAL YEAR

	Prior FY - Construction in Progress	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	TOTAL ALL FY
Revenues							
Fund Revenue	-	290,000	-	-	-	-	290,000
Grants	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
Total Revenue	-	290,000	-	-	-	-	290,000
Expenditures							
Engineering/Design	-	-	-	-	-	-	-
Land	-	-	-	-	-	-	-
Equipment	-	290,000	-	-	-	-	290,000
Construction	-	-	-	-	-	-	-
Other Expenditures	-	-	-	-	-	-	-
Total Expenditures	-	290,000	-	-	-	-	290,000

Unanimous Written Consent Of the Board of Managers of
Telvent USA, LLC
Effective the 22nd day of June, 2015

The undersigned, being all of the members of the Board of Managers (the "**Board**") of Telvent USA, LLC, a Delaware limited liability company (the "**Company**"), as of June 22, 2015, acting pursuant to the Delaware Limited Liability Company Act, hereby consent to the adoption of the following resolutions as if such resolutions had been adopted at a duly convened meeting of the Board:

Whereas, the Board has determined it is in the best interest of the Company to name all of the officers of the Company.

Now, therefore, be it:

- A. Resolved that the Corporation's Financial Statements for the year ending December 31, 2014 are hereby approved and adopted.
- B. Resolved, that as of the date first written above, the persons listed below are appointed or confirmed as Officers of the Company with the titles set out opposite their names and with authority to sign contracts, instruments and other documents on behalf of the Company in accordance with the provisions of Section 2 of this resolution appearing below such list:

Section 1:

<u>Name</u>	<u>Office / Position</u>
Ronald Sznaider	President
<u>Energy</u>	
Larry Stack	Senior Vice President, Oil & Gas Pipeline Applications
Marilyn Carpenter	Vice President, Oil & Gas Expertise Center
Stuart Barvir	Vice President, Oil & Gas Pipelines and Upstream Sales
Trevor MacMaster	Vice President, Oil & Gas Solutions Delivery
Jeff Forbes	Vice Present, Oil & Gas Professional & Technical Services
Douglas Engerman	Vice President, Electric Utilities
Karen Madden	Vice President, Cloud Services
Mike Tankersley	Director, Pipeline Simulation
Joanna Lyons	Director, Solutions Delivery
James Wahrenberger	Director, Technical & Professional Services
Drew Ditter	Director of Operations, Electric Utilities
<u>Environment</u>	
Paul McNally	Director, WWW Software Solutions
<u>Transportation</u>	
Alfredo Escriba Gallego	Senior Vice President, Transportation NA
Steve Haddix	Vice President, Professional and Field Services
Darby Swank	Vice President, Electronic Tolling Solutions
Pablo Garcia Sanchez	Vice President, Tolling and Transit
Farhad Pooran	Vice President, Transportation NA
<u>Corporate Services</u>	
Tom Dilworth	Chief Financial Officer
Oscar Leal	Chief Accounting Officer
James Danley	Vice President, Treasurer
Alesa Allison	Vice President, Supply Chain & Quality
Robert Murray	Vice President Tax & Customs, Americas
Mary Kibble	Secretary
Robert Brodsky	Assistant Secretary
Deborah A. Wiebe	Assistant Secretary
Victor Copeland	Assistant Secretary

Section 2:

Definitions:

"Ordinary Contracts" means:

- (a) Contracts, purchase orders, tenders, bids and subcontracts for the purchase or sale of goods and/or services by the Company, including insurance contracts and policies less than or equal to U.S. \$2,000,000; and
- (b) Other contracts, instruments and other documents appropriate to ordinary course of business of the Company (other than Special Contracts and Restricted Contracts).

"Special Contracts" means:

- (a) Contracts, purchase orders, tenders, bids, and subcontracts for the purchase or sale of goods and/or services by the Company, including insurance contracts and policies in excess of U.S. \$2,000,000.

"Restricted Contracts" means

- (a) Checks, promissory notes, bills of exchange, orders for the payment of money and other paper, negotiable or otherwise;
- (b) Financial contracts on exchange rate insurance, derivatives, commodities, interest rate hedging, options futures and similar arrangements;
- (c) Guarantees by the Company of the payment or performance of any obligation of a third party;
- (d) Credit and loan agreements, agreements of bank credit facilities for loans, factoring, bank guarantees, letters of credit, confirmed bank payments to suppliers and other agreements relating to the borrowing of money;
- (e) Contracts for the sale or acquisition of any business or the purchase or sale of shares or capital stock of the Company or any other entity; and
- (f) Contracts involving the purchase and sale of real/immovable property.

Ordinary Contracts: Ordinary Contracts may be signed on behalf of the Company by any Officer of the Company or by such person or persons as the Board may specifically authorize by a resolution for particular contracts.

Special Contracts: Special Contracts may be signed on behalf of the Company by any two Officers of the Company jointly or by such person or persons as the Board may specifically authorize by a resolution for particular Special Contracts.

Restricted Contracts: Restricted Contracts shall be signed on behalf of the Company by two Officers of the Company jointly, one of which must be either:

- The President;
- The Chief Financial Officer;
- The Chief Accounting Officer;
- The Vice President, Treasurer or
- The Vice President, Accounting

or by such person or persons as the Board may, by resolution, authorize for a specific Restricted Contract or specific types of Restricted Contracts.

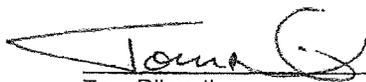
Change Orders

Project Managers are hereby authorized to prepare and sign on behalf of the Corporation quotations, change orders and purchase orders related to the projects for which they are the project manager up to a value of \$50,000.

Resolved, that any and all actions heretofore taken by any member of the Board or officer of the Company with respect to the foregoing resolutions, or the consummation of the transactions contemplated thereby, be and hereby are ratified, confirmed, approved and adopted in all respects; and

Resolved, that this Unanimous Written Consent may be executed in counterpart, any of which may be executed and delivered via facsimile or other electronic delivery, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

In Witness Whereof, the undersigned, being all of the members of the Board of the Company, have executed this Unanimous Written Consent.



Tom Dilworth

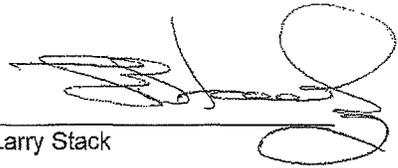
Larry Stack

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Resolved, that this Unanimous Written Consent may be executed in counterpart, any of which may be executed and delivered via facsimile or other electronic delivery, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

In Witness Whereof, the undersigned, being all of the members of the Board of the Company, have executed this Unanimous Written Consent.

Tom Dilworth



Larry Stack

Summary Pricing Schedule

Schneider Electric proposes the following implementation services fees and software costs for implementation of Responder with integration to IVR for City of Vero Beach:

Responder Implementation Services Costs	
\$242,761.00	ArcFM Responder OMS for Electric Includes: <ul style="list-style-type: none"> • Project Initiation • Core Team Training • Data and Feeder manager Review • System Architecture Planning • Requirements & Specifications Development • Responder and Responder Integration Framework Installation & Configuration • Test Planning • Acceptance Testing • End User Training • Go-Live • All travel and expenses to complete the work
Responder Software Costs	
\$37,400.00	ArcFM Responder OMS for Electric <ul style="list-style-type: none"> • Site license for Responder
\$7,480.00	Annual Software Maintenance for ArcFM Responder OMS for Electric <ul style="list-style-type: none"> • Due 1 year from download date of Responder software

Attachments:

Vero Beach TO4 – Task Order for Services.

7623_VeroBeach_Responder – Schneider Electric software quote for Responder.

Responder Addendum 2013 – Responder Software License Addendum.

Scope of Work

Responder Implementation

Prepared for:

City of Vero Beach

Proposal Date: 9/25/2015

Make the most of your energy

Schneider Electric USA, LLC (Schneider Electric) is a Schneider Electric company formed under the laws of the State of Delaware. Schneider Electric USA, LLC (Schneider Electric) works collaboratively with Schneider Electric in bringing powerful new opportunities for our customers.

The Schneider Electric Utilities Group business unit and its affiliates ("Schneider Electric Utilities Group") maintains its headquarters at 4701 Royal Vista Circle; Fort Collins, CO 80524 with significant presence in Houston, TX, Athens, GA, Philadelphia, PA, and Vancouver, WA.

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Introduction

This document details the tasks that Schneider Electric will accomplish in the implementation of Schneider Electric's Responder and integration to 3rd party systems at City. This will include leading requirements analysis and data model sessions, supporting the documentation of the requirements, providing a Responder OMS customization and integration workshop for City technical resources, leading the development of the component specifications that provide the development blueprint for any custom tools in the Responder environment, or integrations to other systems, assisting in the development of the custom tools and integrations remotely by providing technical leadership, guidance, and support, and participating in the rollout of the system during the acceptance testing period.

The structure of this document will reflect the Project Schedule, provided at the end of this document.

As this is a joint effort, this document will identify responsibilities for individual tasks as appropriate. The Schneider Electric team and City will jointly complete the tasks detailed in the following sections. Should City request the Schneider Electric team perform services beyond those specified; a contract change order will be required.

Schneider Electric's OMS Solution

Schneider Electric's Responder Outage Management Software (Responder) is mature, proven software that enables utilities to accept input from various sources (customer calls, AMI and related systems, SCADA, etc.) and analyze the information to determine the most likely cause of outages. Once this is accomplished, the software provides graphic support for system operation and the placement of crews to restore service in the most effective manner. The software also produces much-needed management information about outages, both to support real-time decision-making through a web based dashboard and also to provide management reporting after-the-fact.

Responder leverages the same geospatial network model provided with the existing City ESRI/ArcFM geodatabase. Responder manages the as-operated state of the network, while ArcFM works on and manages the as-built state of the network. This enables the Responder software to use the same topology inherent in the network to support the outage management process.

Responder is one part of Schneider Electric's Enterprise suite of utility network software and includes the following modules:

- **Responder Dashboard:** The Dashboard displays outage information in a variety of formats using a tabbed interface including Geospatial, Analytical, and Tabular.
- **Responder Explorer:** When an operator creates a new incident using the Customer Call form, symbology is placed on the map at the outage location and an incident record is created in Responder Explorer. Responder Explorer has several components including the Incidents tab, Alerts window, and several fly out windows.
- **Responder Map:** When an operator logs a new incident using the Customer Call form, Responder does two things. It creates an incident in the Responder Explorer and places symbology at the outage location in the map to indicate the incident.

- **Responder Archive Explorer:** Responder allows you to build an archive of incidents along with the customer calls, tags, crew activity and incident resolution. You may view and edit this archived information using Archive Explorer as well as generate System reliability Reports (CAIDI, SAIDI, SAIFI, MAIFI).

The Responder software leverages integration logic for connections to AMI networks, SCADA, IVR and to the CIS, ensuring that all outage notifications are received, either by phone or automated telemetry. Responder will bring significant business value to City for managing outage information, improving reliability, and distributing information across the enterprise, leading to a reduction of overall operating costs and improvement in customer service through:

- Improving work processes and providing easier access to information through a solution that increases efficiency
- Providing state of the art training and education
- Providing a solution based on one common platform that allows City to continuously improve and grow as its business requirements change and expand
- Providing a framework that easily replicates information between a centralized enterprise data repository and end user applications, databases, and mobile devices
- Leveraging core technology and components of Responder to minimize the need for customization and to provide an upgrade path that protects investment over the lifecycle of the system
- Preserving an open architecture to enable the use of standard tools for application development and overall system integration

Responder Advantages

Schneider Electric's software is built with an open architecture in mind. Schneider Electric's OMS technology is built to leverage the Enterprise GIS environment provided by ESRI's ArcGIS software. Responder positions City to take full advantage of the capabilities of the existing ESRI Enterprise GIS. With Responder, City will gain immediate access to existing datasets within the utility, as well as allowing other department's access to the electric network information stored within the Responder.

Schneider Electric's technology is built on standard, open components, using commercially available database technology and programming tools. The benefits of this approach extend well beyond the OMS. By utilizing Relational Database Management System (RDBMS) technologies to store both spatial and attribute data, Responder reduces City's dependence on proprietary data formats and ETL processes and provides better tools for integrating facility-based information with existing business systems. In addition to the business value gained by implementing Responder, several other potential advantages can be realized by choosing Schneider Electric as your solutions partner.

Responder Integration Framework

Schneider Electric has developed the Responder Integration Framework (RxIF), a set of reusable integration adapters to streamline, simplify, and standardize Responder interfaces to common external systems including Interactive Voice Response (IVR), Supervisory Control and Data Acquisition (SCADA), and Advanced Metering Infrastructure (AMI). RxIF is offered as custom code, with available support provided by Schneider Electric's Extended Maintenance

and Support program, the full details of which are explained in the Support and Maintenance Policy.

Schneider Electric proposes implementation of RxIF specifically to provide an interface to City's IVR system. The RxIF implementation for the City project will meet the following baseline requirements for IVR:

- Take call information provided by the IVR and create a Call within Responder if the call is not part of a known incident. If the call is part of a known incident, provide an appropriate response back.
- Provide the IVR, through the message queue, with a set of Callbacks for the IVR to perform.

Assumptions

This scope of work is based upon the following key assumptions:

- City will provide a core team that will represent City for the duration of the implementation effort. The core team will consist of a Project Manager, Conversion Leader, Configuration/Customization Leader, Database Administrator, Testing/QA Leader, and Training/Help Desk Coordinator. It may be the case that one person may hold more than one title but it is essential that the roles are clearly defined and the associated duties completed.
- Schneider Electric will lead the core team training classes necessary for the project and perform the initial software installation in the City development environment.
- City will assist Schneider Electric in all configuration and installation activities to gain knowledge in the methods to install and configure Responder at City.
- City will use a standard out-of-the-box configuration of Responder. Schneider Electric will work with City to adjust this configuration to load City's users into the appropriate user roles, adjust the incident creation parameters according to City's requirements, assist City with how to create and enter Crew and Truck information, assist City in creating a Outage Stored Display that allows City to view outage and crew information within the ArcFM environment.
- City will use an out-of-the-box installation of the Responder toolset. No custom tools will be developed during City implementation of the Responder web-browser, the Responder Explorer, or the Responder tools for ArcGIS beyond the specified interfaces and custom reports.
- Schneider Electric is providing a system that will meet agreed upon acceptance criteria as defined in the contract and via the Test and Acceptance Plans and Factory and Site Acceptance Testing that will be developed and/or conducted during the project. If Technical or Product issues surface during the project from a 3rd party provider that is part of the solution stack (like ESRI, Oracle or Microsoft), Schneider Electric will provide limited assistance to work with City and the 3rd Party to assist in the resolution of the issue. In the event it is established that the source of an issue is rooted in technology other than that provided by Schneider Electric, Schneider Electric shall provide commercially reasonable assistance in isolating the source of the issue. Schneider Electric shall also provide limited assistance to the Client and the Third Party Software

RESPONDER IMPLEMENTATION

vendor support team by attempting to facilitate a resolution to the problem. Schneider Electric's obligation with respect to troubleshooting support for Third Party Software is limited to assistance with facilitating the conversation and information sharing between Client and a third-party vendor. Schneider Electric is not responsible for solving third-party vendor issues.

- Any custom source code developed by Schneider Electric will be delivered to City upon successful completion of SAT and corresponding Rollout Support period.
- That City will provide all required facilities (including SVGA LCD projectors) for onsite meetings and will ensure full participation of proper representatives as coordinated with the Schneider Electric Project Manager.
- Two or more dispatchers will use the system at any time; however the system will not be configured to assign a dispatcher to specific areas of responsibility.
- Truck and Crew information will be entered manually by City personnel.
- ArcFM Feeder Manager is configured and running on City electric dataset.
- Customers will be related to service points. Schneider Electric assumes that since customers are to be related to service points, the secondary network will support electrical tracing between the transformer and the service points.
- City will have all necessary hardware and network equipment installed prior to the initiation of the project including, but not limited to:
 - A Windows server that will be used to run the Responder business server processes such as the prediction engine and data services
 - A Web Server that will host the Responder Web Browser application
 - A database server to host the Responder data (this can be the same database server that hosts the ArcSDE-based ArcFM data)
 - Client machines to access the application
 - Network equipment and cables to allow the machines to interact
- City will provide Schneider Electric remote access to the system to assist in the implementation and troubleshooting of issues should they arise after deployment.
- City will provide Schneider Electric remote access to the system to assist in the implementation and troubleshooting of issues should they arise

Integration Assumptions

- IVR is the only integration provided in this scope of work.
- The IVR integration will be through Responder Integration Framework (RxIF).
- Integration requirements not met by the existing RxIF code will require a change order to this Scope of Work to be developed and supported.
- RxIF will expose interfaces via web services for client applications to use.
- In each of these supported messages types, client interaction will be only through a web service.

RESPONDER IMPLEMENTATION

- Schneider Electric will implement its Responder integration framework with a standard configuration.
- City will have all necessary hardware, network equipment, and 3rd party software installed prior to the initiation of the project.
- City will provide Schneider Electric remote access to the system to assist in the implementation and troubleshooting of issues should they arise.
 - Schneider Electric will create a Test & Acceptance plan for the integration that will be used for both Factory Acceptance Testing and Site Acceptance Testing.
 - Schneider Electric would lead Factory Acceptance Testing of the solution and lead the resolution of issues that are identified, ensuring that the appropriate parties provide a resolution in a timely manner.
 - Schneider Electric would lead Site Acceptance Testing of the solution and lead the resolution of issues that are identified, ensuring that the appropriate parties provide a resolution in a timely manner.

Proposed Services

The implementation of the ArcFM Solution requires close cooperation and participation between the Schneider Electric team and the City. To facilitate that and clearly define the roles and responsibilities of each team, this document will identify the responsible party for each individual task and associated deliverables.

1 Responder – Design Phase

During the design phase of the project, the team will establish initial specifications for the data models, the configuration of ArcFM, and the data migration.

1.1 Project Initiation

The Schneider Electric team will prepare for and travel to City's offices for a one (1) day Project Kickoff Meeting. During the Kickoff Meeting, the Schneider Electric team will present the project plan to review the tasks, responsibilities, and dependencies and provide a presentation covering the methodology to be used for the project. The team will review the goals and methodology for the project and make sure all participants fully understand and are in agreement with the overall project plan. The team will then cover the administrative framework for managing the project. We will establish communication protocols, business processes, and change control processes.

City will assign the following key personnel to support the project and will ensure each is available and can provide necessary support at the required times over the course of the project. City will ensure the individuals assigned possess the appropriate skills and are authorized to participate in decisions made over the course of the project.

- Executive Sponsor
- Project Manager
- IT System Administrator
- IT Database Administrator
- Subject Matter Experts

RESPONDER IMPLEMENTATION

City Responsibilities:

- Provide logistics for the meeting (conference room, projector).
- Ensure attendees are invited in advance and are present during the meeting.
- Be prepared to assign project roles as noted above.

Task Assumptions:

- All project negotiations are completed prior to the start of this task.

1.2 Core Team Training

Schneider Electric will present a series of Power Point presentations to introduce City's team members to the functionality available within Responder. These presentations will cover the Responder Web Browser application, the Responder Explorer, and the Responder tools available within ArcFM. This will provide the core project team with a baseline understanding of the proposed GIS technology and associated terminology will facilitate discussions during the GIS requirements analysis and data model requirements tasks described below.

Schneider Electric Deliverables:

- Hard-copy training manuals for up to ten (10) attendees (per session)
- Two (2) day Working with Responder training course for ten (10) City core team members

City Responsibilities:

- Provide the hardware and meeting space required for the workshop including training machines and overhead projector
- Have appropriate software installed on training computers

Task Assumptions:

- These courses will utilize the Minerville Sample Database

1.3 Electric Distribution Data and Feeder Manager Review

The team will review City's data stored in ArcFM to ensure that the only changes necessary will be to the Electric Distribution trace weight to allow it to support Responder traces. This review will cover:

- Customer to network relationships
- Phasing information
- Feeder Manager configuration

Schneider Electric Deliverable:

- Lead Electric Distribution Data Review

City Responsibilities:

- Ensure appropriate attendance at Electric Distribution Data Review

Assumptions:

- None

1.4 Responder Integration Requirements Review

1.4.1 Interface Specification Workshop

In this task, the team will define the specification for the interface between Responder and the City IVR system. Schneider Electric will lead a one (1) day remote integration requirement workshop with City personnel to review the City specific requirements for the IVR interface to ensure the core Responder Integration Framework for IVR meets the requirements of City.

Schneider Electric will document the requirements and provide City a draft requirements document for approval. Should the requirements review uncover additional requirements that are not met by the core Responder Integration Framework, a change order for any additional development will be issued to City.

Schneider Electric Deliverable(s):

- Lead Workshop to Review IVR interface requirements

City Responsibilities:

- Attend Interface Requirements Review Workshop
- Provide expertise in interface requirements
- Provide verification of RxIF as meeting requirements

Assumptions:

- Should the Responder Integration Framework need to be customized to support workflows or business requirements identified outside of the core functionality of the Responder Integration framework, a change order may be required to support this development.

1.5 System Architecture Planning

1.5.1 Configuration Planning Workshop

In this series of tasks, the team will define the hardware and software configuration for Responder at City. An onsite workshop will be followed by documentation, review, and approval of the configuration document.

Schneider Electric will lead the team through the proposed hardware specifications and configuration to review current and future GIS operational requirements and supporting IT operations with the goal of verifying the proposed system architecture design to support Responder operational requirements at City. Specific emphasis will be placed on refining the hardware specified during the response.

Schneider Electric Deliverable(s):

- Lead one-day onsite Configuration Planning Workshop
- Draft Configuration Document
- Revised Configuration Document

City Responsibilities:

- Identify and schedule the appropriate personnel to attend the workshop.
- Provide written overview of current GIS operations and planned future deployment. Include background and primary business needs driving GIS deployment vision. Identify current GIS user locations and workflow requirements. List current GIS applications and data resources. Identify existing operational needs and future deployment plans.

RESPONDER IMPLEMENTATION

- Provide written overview of current IT operations and planned future enhancements. Identify local LAN and WAN communications, and identify IT standards and platform support strategies. Identify support history and primary business needs driving enterprise IT operations.

Assumptions:

- City staff will assist the TM&M team in acquiring information on their current GIS environment. This may include such items as network and infrastructure diagrams, application and data workflows, etc.

1.5.2 System Architecture Workshop

Schneider Electric will provide ArcFM technology experts to work in collaboration with City on recommendations for the final enterprise system architecture to house the total integrated ArcFM and Responder system. An onsite workshop with City IT and Business core team will assess the existing infrastructure and application deployment requirements as well as database server environments required to house the total GIS Client and Server environments as well as Responder OMS integration components and services.

Schneider Electric Deliverable(s):

- Participation with City in a two-day Day Onsite System Architecture Study.
- Collaboration with City on the final documentation and diagrams depicting the recommended architecture for City. This will be a City deliverable, however Schneider Electric will contribute relevant information to City for inclusion.
- Review of draft and finalized documentation

City Responsibilities:

- Prompt response to any questions or issues that Schneider Electric may have during the workshop
- To acquire and configure the hardware and system components recommended by Schneider Electric.

Assumptions:

- City will collaborate with Schneider Electric to schedule the System Architecture onsite meetings.
- This workshop will occur as part of the same onsite trip as the Configuration Planning Workshop Task 1.5.1.

2 Responder – Develop

2.1 Core Responder Configuration

2.1.1 Install Responder Hardware, Software, and Standard Configuration

City will install the necessary hardware to support the Responder implementation. After City confirms that the infrastructure for the Responder system is in place Schneider Electric will install and configure the Responder system at City.

Schneider Electric will, with assistance from City, install the Responder software and the out of the box Responder configuration files. Additionally, Schneider Electric will create the Responder tables within the database to store Responder-specific data.

RESPONDER IMPLEMENTATION

In addition, In order to support analysis of the distribution network by Responder, Schneider Electric will add the FDRMGRLOADPOINT to the Service Point feature class in ArcCatalog. Schneider Electric will perform a field calculate on electric traceweight to cause the Feeder Manager AUs to fire.

Schneider Electric will require support from a system administrator or user accounts with full access to the RDBMS in order to accomplish this task.

Schneider Electric Deliverable(s):

- Documentation on Server/Architecture and PCs for Development Environment
- Installation and configuration of Responder and Geodatabase to include:
 - Run scripts to create Responder database tables, views, privileges, views
 - Update database domains with modelnames
 - Create RxLineDisplay feature class
 - Create RxJumpers feature class
 - Identify existing or create new Regions feature class
 - Apply modelnames to feature classes
 - Configuration of Model Name for Load Points and verification of proper system operation following the change.

City Responsibilities:

- Provide the hardware required for the software installation with compatible OS and network connectivity.
- Provide the licensed media for the ESRI, SQL Server and Schneider Electric software
- RDBMS administrator support or full access to RDBMS
- Perform installation of RDBMS in the City environment
- Client DBA needs to have created Responder database and Responder login and schema
- Provide all required access to complete the installation and testing of the core components
- Provide necessary personnel to be on hand for the installations as necessary.
- Participate in installation to gain knowledge of Responder

Task Assumptions:

- All software will be properly licensed and all needed access will be provided.

2.1.2 Configure Business Server

2.1.2.1 Configure Data Services

Schneider Electric will configure the Data Services. This configuration will be limited to:

- Updating the connection string information to point to City's Responder database
- Updating the Geodatabase connection information to point to City's ArcSDE Geodatabase

Schneider Electric Deliverable(s):

- Configured Data Services section of the Server.exe.config file

City Responsibilities:

- Participate in configuration to gain knowledge of Responder

Task Assumptions

- None

RESPONDER IMPLEMENTATION

2.1.2.2 Configure Responder Configurable Domains

Edit the database schema configurations to reflect client domain values as identified in the configuration workshop.

Schneider Electric Deliverable(s):

- Modified agree upon domain values as identified during the Configuration Workshop

City Responsibilities:

- None

Task Assumptions

- None

2.1.2.3 Configure Callbacks

Since this is an out of the box implementation of Responder, Schneider Electric will not alter any of the Callback settings in the Server.exe.config file. Schneider Electric will address the configuration settings in the configuration workshop. If City wants to make additional callback configuration changes than a change order will be needed.

Schneider Electric Deliverable(s):

- None

City Responsibilities:

- None

Task Assumptions

- None

2.1.2.4 Configure Prediction Engine

Schneider Electric will address the prediction settings in Responder during the configuration workshop. Since this is an out of the box implementation of Responder no changes to the prediction settings were addressed in this scope. Schneider Electric will not alter any of the Prediction Engine settings in the Prediction.exe.config file. If City decides they want to change the prediction settings a change order will be needed.

Schneider Electric Deliverable(s):

- None

City Responsibilities:

- None

Task Assumptions

- None

2.1.3 Configure Responder Web Server

2.1.3.1 Configure Web Service

Schneider Electric will configure the web server, create Responder User and Test users, and will configure the existing map service.

Schneider Electric Deliverable(s):

- Configured Responder Web Server

Task Assumptions:

- None

2.1.4 Configure Responder Client

Schneider Electric will up to two (2) client machines. City will participate in the client machine configuration and will perform the remaining client configurations based on the knowledge acquired during this task.

Schneider Electric Deliverable(s):

- Configured Responder Client

City Responsibilities:

- Participate in configuration to gain knowledge of Responder

Task Assumptions

- None

2.1.5 Configure Outage Stored Displays

Schneider Electric will configure a Stored Display that allows City to view outage information within the ArcFM environment. Schneider Electric will focus on how City can set and adjust the outage and truck symbology, enabling City to maintain and update the stored display as required.

Schneider Electric Deliverable(s):

- Configure Stored Display

City Responsibilities:

- Stored Display Configuration Assistance

Task Assumptions

- None

2.1.6 Configure/Load Data

2.1.6.1 Enter Truck, and Crew Data

Schneider Electric will work with City to enter Truck and Crew data into Responder using the Responder Explorer. As part of this activity, Schneider Electric will provide walkthrough assistance and aid in the creation of a single representative example of truck data and a crew, such that CalPeco can perform the remainder of the entry on their own.

RESPONDER IMPLEMENTATION

Deliverable(s)

- Initial load of a single Truck and Crew data into Responder database.

City Responsibilities:

- Load Truck and Crew data into Responder Database

Task Assumptions

- None

2.1.6.2 GIS Customer Information to Responder

The Responder database requires current customer information, and it requires each customer be linked to a feature on the distribution network (a service point or transformer, for example) as maintained in the Geodatabase. This task covers the configuration of SQL-based processes to automatically run a stored procedure that will refresh the Responder customer data on a scheduled-basis.

Deliverable(s)

- Initial load of Customer data into Responder database.

City Responsibilities:

- Load Customer information to Responder Database

Task Assumptions

- None

2.2 Responder Integration Framework Development Environment Configuration

Schneider Electric will prepare for and travel to City to install and configure Responder Integration Framework in the City Dev environment.

Schneider Electric will test the implementation in the City Dev environment by submitting calls to the web service and verifying their receipt by the web service.

Schneider Electric Deliverables:

- Installation and configuration of Responder Integration Framework in the City Dev environment
- Verification that the web services are operating as designed and configured

City Responsibilities:

- Provide access to the City Dev environment to perform installation and configuration activities

2.3 Configuration Check and Knowledge Transfer

Schneider Electric will perform a system walkthrough with City representatives to confirm configurations have been completed and that the system is ready for the Site Acceptance Testing. Schneider Electric will address any software configuration discrepancies identified during this review. City will address any infrastructure, related subsystem, or personnel issues.

Schneider Electric will walk City through all configurations and components to provide knowledge transfer to City for the following:

RESPONDER IMPLEMENTATION

- Update DB connections
- Update computername configurations
- Check and manage windows services
- Check and manage web service
- How to clear out test data for golive move to production data
- How to maintain RX_Customer table using update population tool
- Considerations for DB maintenance operations and how these might affect Responder data services

Schneider Electric Deliverable(s):

- Configuration Check of Installed and Configured Responder.
- Knowledge Transfer for common Responder Maintenance tasks

City Responsibilities:

- Resolution of infrastructure, related subsystem, or personnel issues

Assumptions:

- None

2.4 Test & Acceptance Plans

Schneider Electric will assist City in preparing a Test & Acceptance Plan that will be used for acceptance of the City GIS during the Factory Acceptance Testing and System Acceptance Testing tasks described below.

The Test and Acceptance Plan will describe data input to be passed to the programs, procedures to be followed and the output or results that should be received if the module is functioning properly.

Schneider Electric will provide a template Test & Acceptance Plan to the City to use as a starting point in developing a test plan. A draft City Test & Acceptance Plan will be prepared by City and submitted to Schneider Electric for review and comment. Once the Schneider Electric comments have been incorporated City will submit the draft plan to City for review and comment. City will review the draft and provide written comments to City within five (5) business days of receipt. City will incorporate the changes, as mutually agreed, and deliver a final version. City is responsible for providing written acceptance of the final Test and Acceptance Plan within two (2) days of receipt.

Schneider Electric Deliverables:

- Provide template Test & Acceptance Plan to City to use as starting point
- Review and comment on the Test & Acceptance Plan

City Responsibilities:

- Draft and final City Test & Acceptance Plan.
- Provide ESRI with written comments to the draft City Test & Acceptance Plan within five (5) business days.
- Provide written acceptance of the final City Test and Acceptance Plan within two (2) business days.

2.5 ArcFM Solution & Integration Tools Factory Testing (FAT)

Schneider Electric and City will not be able to fully replicate the City GIS and external systems environment, therefore we team will travel to City offices to conduct Factory Acceptance Testing (FAT) to ensure that all software deliverables comply with the accepted Component Reference Specifications described herein. The accepted Test and Acceptance Plan will form the basis of whether or not each component and interface passes the FAT process.

City will utilize a subset of the City data for FAT which will be loaded into the geodatabase. The quantity of City data loaded by City will be mutually agreed upon prior to the start of FAT. City is responsible for providing the FAT data to City ten (10) business days prior to the start of this task.

City personnel will install and exercise all of the components and interfaces in accordance with the accepted Test and Acceptance Plan. Testing shall consist of two phases. The initial phase is a walkthrough of core ArcFM and Designer functionality. The goal of the walkthrough is to ensure that these core tools function appropriately within the City environment and that the configuration works as expected. During the second phase, City will verify that the systems interfaces are function properly.

During FAT, any defect that is reported will be logged in City's defect tracking system. Defects fixes where appropriate will be made onsite and retested during FAT. Any defect that cannot be fixed onsite will be resolved at City's offices. A new release will be packaged and sent to City for installation and testing.

FAT will be deemed complete when all application and interfaces function in accordance with the accepted Test and Acceptance Plan

Schneider Electric Deliverables:

- Provide onsite support to City during FAT

City Responsibilities:

- Install core software, custom components and interface, and configure geodatabase
- Lead FAT
- Resolution of any identified issues and new releases as appropriate.
- Provide the sample data ten (10) business days prior to the start of FAT.
- Provide facilities, access, and support for the acceptance testing.

3 Responder – Deploy

In the Deploy phase, the implementation team will establish the Test and Production environments at City, complete System Acceptance Testing, train the users, and provide support during the rollout of the system in City production environment.

Schneider Electric expects that City will perform all of the training tasks and establish the production system. Schneider Electric will participate in the first round of SAT at City. City will finish the SAT with minimal remote support from Schneider Electric.

3.1 Install Test and Production Environment

This task will ensure the software components required for the Testing and Production implementation are in place at City. After successful completion of FAT in the Dev environment, Schneider Electric will aid in the installation and configuration of the Responder core and custom components in Test and Production environments. City will provide all hardware required for the setup of the initial environment. The implementation team will work with City IT personnel to ensure the RDBMS is installed and ready to host the sample Geodatabase.

The implementation team will work with City IT personnel to install the ArcGIS and ArcFM components on a server and on a client machine designated by City in the City environment.

City will take the lead in this effort. Schneider Electric will provide one week onsite support to City with a technical specialist and a DBA to assist in the installation process.

Schneider Electric Deliverables:

- One week onsite assistance in the installation of the RDBMS & ArcSDE on the City Test and Production Servers
- One week onsite assistance in the installation of ArcGIS and ArcFM on desktop machines

City Responsibilities:

- Perform installation of RDBMS, ArcSDE, ArcGIS, and ArcFM in the City environment
- Provide the hardware required for the software installation with compatible OS and network connectivity.
- Provide the licensed media for the ESRI, SQL Server and Schneider Electric software
- Provide all required access to complete the installation and testing of the core components
- Lead the installation of the Minerville-based Responder instance in the City environment
- Provide necessary personnel to be on hand for the installations as necessary.

Task Assumptions:

- All software will be properly licensed and all needed access will be provided.
- Server and desktop installations for Test and Production environments will be performed during the same single onsite week.

3.2 Site Acceptance Test

3.2.1 Install and Configure Clients

In this series of tasks, the team will prepare for system acceptance testing and rollout. Schneider Electric will review and verify the configuration of the City server and client machines. This will include making sure the software components have been installed and configured. Schneider Electric will work with City to ensure all required user accounts are ready and proper system privileges have been assigned.

Schneider Electric Deliverable(s):

- Participate in onsite component installation review
- ArcFM Solution components and migrated data installed

City Responsibilities:

- Provide access to City computers and databases as required to support the installation and testing.

RESPONDER IMPLEMENTATION

- Provide database administration support to determine and configure the required user accounts and privileges.

Assumptions:

- City will ensure the computing environment is ready for installation and use. This includes ensuring all core software components, such as ArcGIS, and the RDBMS have been installed and are properly licensed.
- City will provide a sufficient computing environment to support the anticipated users of the system.

3.2.2 System Acceptance Testing

Upon completion Task 3.2.1, City and Schneider Electric will jointly test the developed system to ensure it functions in accordance with the accepted Test and Acceptance Plan. The process of reviewing and validating discrepancies during the SAT will follow this scenario:

When the City testing team finds a discrepancy they believe is a software defect, they will first attempt to validate the discrepancy by reproducing the discrepancy before reporting it to Schneider Electric. Schneider Electric will work to validate the discrepancy. If Schneider Electric can validate the discrepancy, it will be recorded as a defect and classified as one of four defect priority levels (reference the descriptions in Table 1-1 below).

If Schneider Electric cannot validate the discrepancy, Schneider Electric will ask the City testing team to either provide more information or to demonstrate how and where the discrepancy occurs. Based on this information, Schneider Electric will work further to identify the source of the discrepancy. Schneider Electric may determine that the discrepancy is not a custom component or application problem but instead a problem with data loading, non-application software, the network, an operator's use of the system, or a misunderstanding about how the system's business rules work.

If Schneider Electric cannot replicate a reported discrepancy, or if the City testing team cannot demonstrate it, or if it is determined by Schneider Electric that the discrepancy has another cause not related to the Schneider Electric-team supplied application software, then Schneider Electric will notify the City testing team that the problem is not a software defect and identify the cause of the defect. If appropriate, Schneider Electric will recommend an action to take, for example, to reload certain data into the system.

Severity	Description
1 Critical	A Severity 1 defect means that the application or process does not work as defined in the approved Design Document and the application or process is stopped with no work around. The defect(s) may affect multiple users on frequently used functions.
2 High	A Severity 2 defect is less severe than a Severity 1 defect, but is the result of a significant problem(s). The defect severely impairs the process and reduces user productivity. No work around has been identified by ESRI. It could be a major problem, which affects a limited number of users or affects functionality not needed on a daily basis.

Severity	Description
3 Medium	A Severity 3 defects means that the process has been impaired but has an ESRI recommended work around. The user is able to function near the expected productivity level. Internal geodatabase structures are accurate and maintain their integrity.
4 Low	A Severity 4 defect does not have a significant impact on the process and reflects a minor problem(s).

During SAT, Schneider Electric will fix defects as required and issue new releases to City. If no issues are identified on the basis of compliance with the accepted Test and Acceptance plan criteria, SAT will be considered complete and City will be responsible for providing written acceptance of the delivered applications.

Schneider Electric Deliverables:

- Provide onsite support to during SAT round 1 for two (2) consecutive weeks
- Resolution of any identified issues and new releases as appropriate.

City Responsibilities:

- Provide core team members familiar with the appropriate specification to perform testing to verify compliance with each specification.
- Provide facilities for the acceptance testing.
- Conduct City SAT.
- Report defects to the team as required.
- Approve SAT.

3.3 Training

3.3.1 Responder Training - "Working with Responder"

For the training at City facilities, City will provide the hardware and meeting space required for the training sessions including training machines and projector. In addition City will ensure that all training machines have the appropriate software installed on training computers and are ready for Schneider Electric training staff to configure for training sessions.

Schneider Electric will provide a standard three (3)-day training course for up to ten (10) City end users. This will be a standard Working with Responder training course making use of Minerville data and the standard Responder incident management workflow. The Schneider Electric Trainer will bring a laptop that contains an ArcSDE instance of Minerville to be used during the training class.

Schneider Electric Deliverables:

- Lead 3 day Working with Responder training class for up to ten (10) City staff

City Responsibilities:

- Attend Responder Training
- Provide training facilities including training hardware

Task Assumptions:

- None

3.4 ArcFM Rollout & Support

3.4.1 System Go Live / Formal Acceptance

Schneider Electric will provide a Schneider Electric resource for one week (5 days) of onsite technical support to assist in the rollout of the ArcFM Solution at City. Any software integration issues identified will be prioritized and corrected in accordance with the agreed upon procedures for managing software defects.

Schneider Electric Deliverable(s):

- Any updated components will be reinstalled and tested
- Schneider Electric will provide one onsite Schneider Electric resource for technical support for City ArcFM users (5 days)
- Schneider Electric will work with City during this period to transition them to the normal technical support process.

City Responsibilities:

- Provide access to the Geodatabase for the onsite technical resource to enable quick troubleshooting of any issues identified during this time.
- Provide facility access so the Schneider Electric technical resource can work with City operators directly.

Assumptions:

- Schneider Electric will provide one 5-day, Monday through Friday, support week

4 Schneider Electric Project Management

Schneider Electric will be responsible for managing the schedule and all expectations of delivery, will oversee the performance of all Schneider Electric personnel, and will be responsible for providing coordination between Schneider Electric's and City's support activities. Specifically, Schneider Electric project management will include:

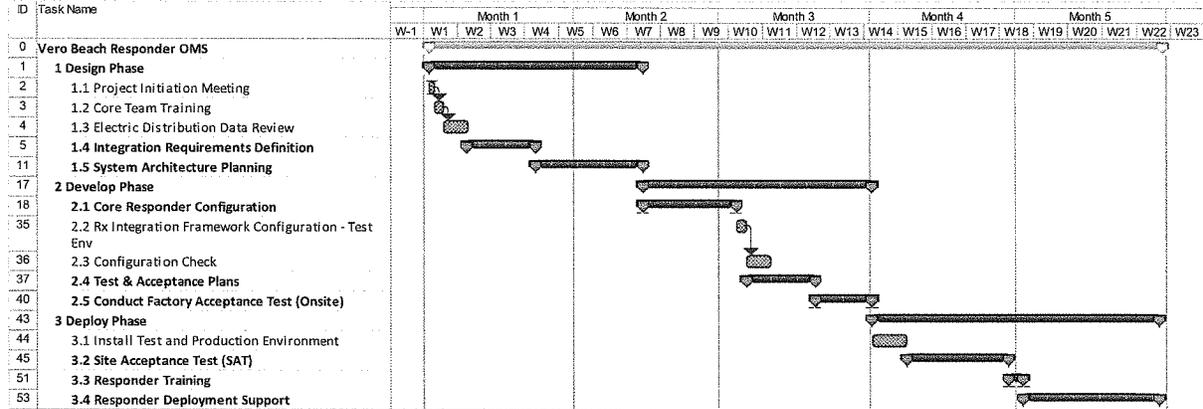
- Manage the project on a day-to-day basis
- Provide overall project direction assistance
- Identify and manage the resolution of project issues, including the communication of Schneider Electric-identified issues to City's project manager
- Conduct weekly project conference calls or on-site meetings with City to identify, assign responsibility, and resolve issues that may arise during the project. The conference call will also provide a mechanism for reviewing the overall status of the project. Meeting minutes will be distributed by Schneider Electric.
- One week summary report detailing the week's activities and upcoming tasks.
- Prepare for and facilitate all project management meetings
- Preparing bi-weekly project reports that include:

RESPONDER IMPLEMENTATION

- A summary of the overall status of the project, percent complete, milestone list, etc.
- A schedule update, and Schneider Electric's expectations for on-time project completion
- A summary of completed tasks, percent completed according to the schedule
- A summary of tasks currently underway and a description of their status
- Upcoming near term tasks that need to "hit the radar screen"
- Issues requiring attention
- Open items not resolved from previous meeting
- Potential risks to the project and recommendations for resolution

RESPONDER IMPLEMENTATION

Project Schedule



Services Quote

Date: 25-Sep-15
 Quote Number: 2014-2255
 To: Vero Beach



Receiving Party: Vero Beach
 We are pleased to submit the following Fixed Price Quote for:
Responder Implementation Services

PROPOSED SERVICES		
TASK ID	TASK DESCRIPTION	COST
1-3	Responder Implementation Services	\$242,761.00
TOTAL SERVICES COSTS:		\$242,761.00

OPTIONAL TASKS		
		COST
TOTAL OPTIONAL COSTS:		

Quote is valid for: 90 days

All rates and costs are quoted in US Dollars and will be billed in US Dollars.
 Quote is inclusive of all travel and living expenses for on-site work.
 All prices are based on Telvent USA LLC's standards for services, and do not include taxes, duties, levies or fees.
 This quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.
 This offer is limited to the terms and conditions of Telvent USA LLC's Standard Services Agreement.
 Estimate does not include the cost of any third party software required to perform the services.
 The pricing contained in this quotation is based upon Telvent USA LLC's standard terms and conditions and Telvent USA LLC's experience with similar projects. The schedule and price are subject to change based upon the terms and conditions in the final agreement.

Quote Provided by: Larry Frank



Professional Services Agreement
Task Order 4

In accordance with the terms and conditions of the Agreement (Contract No. TMM-424) between City of Vero Beach, Florida (Client) and Telvent USA, LLC (Contractor), this Task Order authorizes delivery of the Services described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: See attached scope entitled, "Responder Implementation."
2. Contract Type (FFP or T&M): Fixed Price.
3. Total Task Order Value: \$242,761.00 to be paid in accordance with the following milestone schedule.

Milestone #	Task #	Description	Cost
1	1.1-1.4	Project Initiation; Core Team Training; Electric Distribution Data and Feeder Manager Review; Responder Integration Requirements Review	\$28,443.40
2	1.5	System Architecture Planning	\$28,054.40
3	2	Responder – Develop	\$69,349.40
4	3.1-3.2	Install Test and Production Environment; Site Acceptance Test	\$76,850.40
5	3.3	Training	\$18,093.40
6	3.4	ArcFM Rollout & Support	\$21,970.00
Total			\$242,761.00

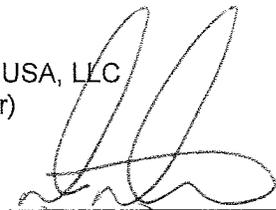
4. Delivery Schedule or Start/End Date(s) for Each Deliverable: See attached scope of work.
5. Special Considerations: None
6. Contractor Project Manager:
Client Project Manager:

ACCEPTED AND AGREED:

City of Vero Beach, Florida
(Client)

TELVENT USA, LLC
(Contractor)

Signature: _____

Signature:  _____

Printed Name: _____

Printed Name: John J. Lutz

Title: _____

Title: Director of Operations

Date: _____

Date: October 30, 2015

TITLE: ArcFM Solution Software

ATTEST:

CITY OF VERO BEACH:

Sign: _____
Print: TAMMY K. VOCK
Title: City Clerk

Sign: _____
Print: RICHARD WINGER
Title: Mayor



STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Richard Winger, Mayor of the City of Vero Beach, and attested by Tammy K. Vock, as City Clerk of the City of Vero Beach, Florida. They are both known to me and did not take an oath.

NOTARY PUBLIC

Sign: _____
Print: _____
State of Florida at Large (seal)
Commission No.: _____
My Commission Expires: _____

Approved as to technical requirements:

Approved as conforming to municipal policy:

W.T. Fletcher 11-5-15
W.T. Fletcher, Director T&D Date

James R. O'Connor 11/5/15
James R. O'Connor, City Manager Date

Approved as to form and legal sufficiency:

Approved as to budget sufficiency:

Wayne Coment 11/5/2015
Wayne Coment, City Attorney Date

Cynthia D. Lawson
Cynthia D. Lawson, Director of Finance Date



ADDENDUM 1
Responder Software License Addendum

Licensee and Telvent mutually desire to modify the Agreement to include the Responder Software Site License. Accordingly, this Addendum, when signed by Licensee and Telvent, shall constitute the following modifications to the Agreement.

For the purposes of this Agreement, and with respect to the Responder Software and Related Materials (Responder) only, "Licensee" includes _____ and its Named Affiliates as identified below. The provisions of this License Agreement and its Addendum do not apply to any other Affiliate or entity. Licensee shall notify Telvent within a reasonable period after Licensee's acquisition of any company who Licensee intends to add to this Agreement pursuant to Articles 6 and 7 below.

ARTICLE 1
DEFINITIONS

The following definitions are added to the Agreement and are applicable to Responder only:

"Affiliate" means any commercial entity (including any entity acquired or created after the date of this Agreement) which, directly or indirectly, controls, or is controlled by, or is under common control with, Licensee. An entity shall be deemed to control another entity if such entity possesses, either directly or indirectly, the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract, or otherwise. Without limiting the foregoing, for purposes of this definition, beneficial ownership of 50% or more of the voting equity of an entity shall be deemed to constitute control of such entity. This Agreement shall only apply to Named Affiliates as described below. Licensee may have Affiliates not named in this Agreement, and for whom this Agreement does not apply. For the purposes of this Agreement, Named Affiliates are: NONE

"Site License" means a license to use software for its intended purpose to manage facilities, plant, and work processes owned by and within the current corporate boundaries of Licensee and its Named Affiliates. It provides authorization to install the software on all or some number of servers for a specified number of users at specified locations as well as make copies of the software for distribution within that jurisdiction. The Site License software is as described in the table below, and at the indicated price for purchase.

ARTICLE 4 SCOPE OF USE

The following provisions are in addition to those in Article 4 of the Software License Agreement and are applicable Responder only:

Permitted Uses. The license grant permits the Licensee to do only each of the following:

- Licensee may use the Responder client Software and Related Materials for its internal business and commercial operations only, limited to the normal electric only outage management and operational tasks for which it is intended.

Uses Not Permitted. The Licensee has no rights to:

- Licensee may not use Responder client Software for production data maintenance, mapping, or viewing tasks normally executed through the use of ArcFM or ArcFM Viewer

Such limits shall apply to use of either a portion of or the entire Software or Related Materials.

Use By Contractors: A contractor of Licensee ("Contractor"), may be permitted to use one or more of the licenses for the Software under the following terms and conditions:

- The term Contractor refers to a person, not an employee of Licensee, which is contracted by Licensee and authorized to perform construction or other work on Licensee's behalf. No Contractor shall be an organization engaged in the development, licensing or implementation of a GIS design tool software product or Outage Management software product unless express written consent is obtained in advance from Telvent.

ARTICLE 6 ASSIGNMENT

The following provision supersedes Article 6 of the Software License Agreement for the governance of Responder only:

Upon written approval from Telvent, Licensee may assign its rights and obligations hereunder to the other/s affiliate company provided such affiliate company agrees, in writing, to assume such Licensee's rights and obligations under the Agreement. The affiliate company to which the assignment is made will be responsible for payment of any addition in the site license fee, as provided in Article 7 below. As of the effective date of such assignment, the assigning Licensee shall have no further rights, obligations or liability pursuant to this Agreement except its obligation to maintain the confidentiality of the Software and Related Materials.

**ARTICLE 7
MERGER OR ACQUISITION**

The following provision is added to Article 7 of the Software License Agreement for governance of Responder only:

Pricing and Payment. Should merged or acquired affiliate companies, or current or future affiliate companies not named in this Agreement, elect to participate in the Software site license granted hereunder, an equitable adjustment of the site license fee will be made to accommodate the increase in number of copies of Software required. License fees will be billed upon receipt of Software.

Except as modified by this Addendum all other terms in the Agreement and any other previous modifications to the Agreement are incorporated herein by this reference and remain unchanged unless modified by a separate signed modification agreement.

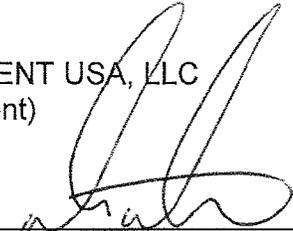
IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective, valid, and binding upon the parties as of the date below as executed by their duly authorized representatives.

ACCEPTED AND AGREED:

(Licensee)

TELVENT USA, LLC
(Telvent)

By: _____
Authorized Signature

By:  _____
Authorized Signature

Printed Name: _____

Printed Name: John J. DITZEL

Title: _____

Title: Director of Operations

Date: _____

Date: November 4, 2015



ArcFM Solution Software Quote

Date: 1-Oct-15
Quote Number: 2014-7623
To: City of Vero Beach
Receiving Party: City of Vero Beach

Telvent USA LLC d/b/a as Schneider Electric is pleased to submit the following Software Quote:

Software			
QTY	DESCRIPTION	UNIT PRICE	PRICE
1	Responder (site license)	\$ 37,400.00	\$ 37,400.00
SOFTWARE TOTAL:			\$ 37,400.00

Maintenance			
QTY	DESCRIPTION	UNIT PRICE	PRICE
1	Responder (site license)	\$ 7,480.00	\$ 7,480.00
MAINTENANCE TOTAL:			\$ 7,480.00

Quote valid for 60 days

Prices do not include required ESRI software.
 Maintenance is due one year after the issue of the software download password or of the license file(s), whichever is first
 Software provided upon receipt of signed Telvent License Agreement
 Maintenance is subject to an annual increase of 8%.
 All prices are quoted in United States dollar
 For Responder, one ESRI ArcEditor or ArcView seat is required for each Dispatcher
 For Responder, one ESRI ArcEditor or ArcView seat is required for the Application Server
 For Responder, one ESRI ArcGIS Server Basic is required for the Operational Server if run separate from GIS Server
 Responder mobile requires ESRI ArcGIS Server Advanced

Quote Provided by: Larry Frank

Total does not include sales tax, where applicable
 Client is responsible for any additional duties, taxes, or fees
 All pricing is confidential and proprietary

TITLE: ArcFM Solution Software

ATTEST:

CITY OF VERO BEACH:

Sign: _____
Print: TAMMY K. VOCK
Title: City Clerk

Sign: _____
Print: RICHARD WINGER
Title: Mayor



STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this _____ day of _____, 2015, by Richard Winger, Mayor of the City of Vero Beach, and attested by Tammy K. Vock, as City Clerk of the City of Vero Beach, Florida. They are both known to me and did not take an oath.

NOTARY PUBLIC

Sign: _____
Print: _____
State of Florida at Large (seal)
Commission No.: _____
My Commission Expires: _____

Approved as to technical requirements:

Approved as conforming to municipal policy:

WTFletcher 11-5-15
W.T. Fletcher, Director T&D Date

James R. O'Connor 11/5/15
James R. O'Connor, City Manager Date

Approved as to form and legal sufficiency:

Approved as to budget sufficiency:

Wayne Coment 11/5/15
Wayne Coment, City Attorney Date

Cynthia D. Lawson _____
Cynthia D. Lawson, Director of Finance Date