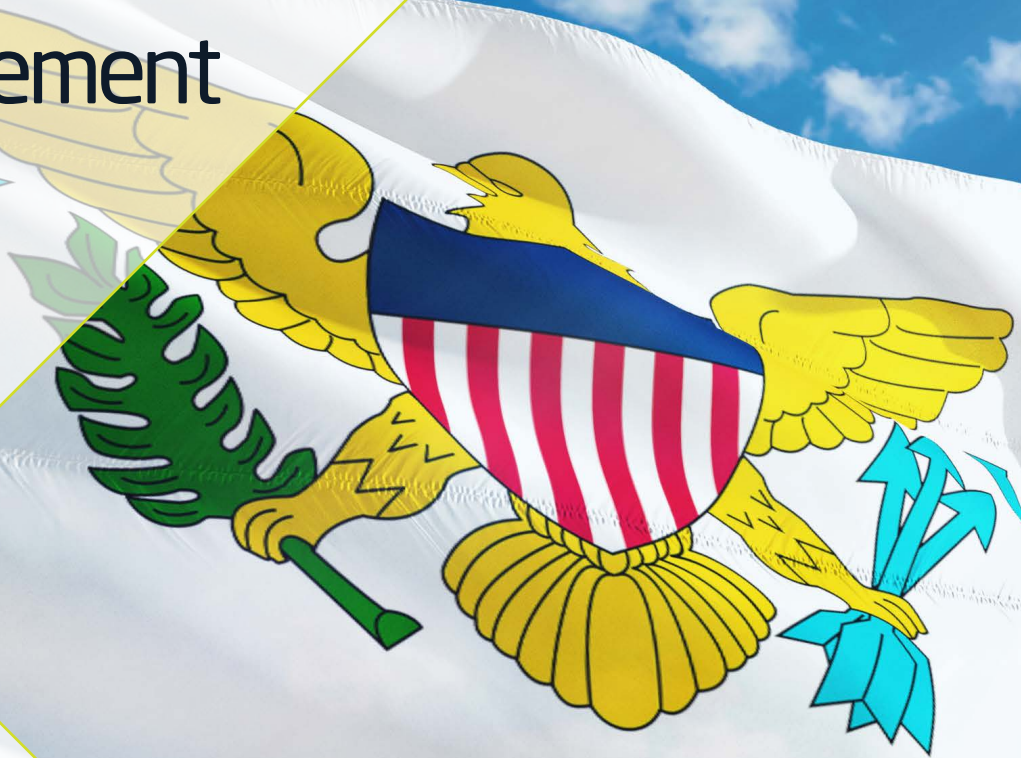


RFP #PR-12-25 | APRIL 25, 2025

**A Proposal for the
Virgin Islands Water and Power Authority (VIWAPA)**

Advanced Metering Infrastructure (AMI) Project Management



ambipar[®]

WITT Ó'BRIEN'S

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COVER PAGE

Proposal in Response to RFP #PR-12-25
Advanced Metering Infrastructure (AMI) Project Management

Submitted to:

Nicole Aubain, Contract Administration Manager
Virgin Islands Water and Power Authority
9720 Estate Thomas
Al Cohen Plaza
St. Thomas, VI 00802

Prime Vendor:

Witt O'Brien's USVI, LLC
818 Town & Country Blvd.
Suite 200, Houston, TX 77024
(281) 320-9796 | www.wittobriens.com

Contact for Proposal Correspondence:

If you have any questions about our proposal or require additional information about our services or firm, please contact our Senior Managing Director – Program Management, Brian Lewis, at (808)-464-7915 or brlewis@wittobriens.com with a copy to contractrequests@wittobriens.com.

Submittal Deadline:

April 25, 2025

Witt O'Brien's reserves the right to negotiate terms and conditions applicable to any final agreement and, if selected, will negotiate in good faith with the Virgin Islands Water and Power Authority to enter into a mutually agreeable formal written agreement.

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WITT O'BRIEN'S

COVER LETTER

April 25, 2025

Nicole Aubain, Contract Administration Manager
Virgin Islands Water and Power Authority
9720 Estate Thomas
Al Cohen Plaza
St. Thomas, VI 00802

RE: Advanced Metering Infrastructure (AMI) Project Management, RFP #PR-12-25

Dear Ms. Aubain and Members of the Selection Committee:

Witt O'Brien's and Z2Solutions, jointly referred to as "The Team", appreciates the U.S. Virgin Islands Water and Power Authority's (VIWAPA) consideration of the enclosed proposal package.

The Team stands ready to mobilize, at a moment's notice, to support VIWAPA in providing project management oversight of the AMI system implementation by Itron. Our highly experienced and committed team has extensive experience in AMI implementations and program/project management. We specialize in supporting entities managing large, complex projects by ensuring full alignment with contractual requirements through a keen focus on risk management. With proven success in the USVI and the Caribbean, The Team is uniquely positioned to meet VIWAPA's needs for robust project management oversight of the Itron contract—and much more if needed. When you partner with The Team, you receive:

- **Extensive AMI technical and program management expertise.** The Team is comprised of subject matter experts (SMEs) with vast knowledge of the islands, VIWAPA, and AMI technology. The Team's proposed key personnel have a combined 120+ years of complimentary experience in AMI technical and program management.
- **Demonstrated program management expertise.** The Team is currently the project management oversight consultant for the \$265 million Arthur Richards K-8 campus, the project risk manager for over \$3.6 billion in projects for the USVI Department of Education (VIDE) and provides SME technical support and guidance to VIWAPA.
- **Locally experienced and available team.** Several members of The Team are currently on-island providing project management and controls expertise and are available as and when needed to address critical on-site observations and issue resolution. In addition, key personnel will travel to the islands as needed on a monthly basis for the duration of the project.

We appreciate your time and consideration of our proposal. The Team reserves the right to negotiate terms and conditions applicable to any final agreement and, if selected, will negotiate in good faith with VIWAPA to enter into a mutually agreeable formal written agreement.

For any questions regarding this proposal, please contact our Senior Managing Director – Program Management, Brian Lewis at 808-464-7915 or brlewis@wittobriens.com with a copy to contractrequests@wittobriens.com.

Respectfully,
Witt O'Brien's USVI, LLC

Cheryl Joiner

Cheryl Detillieu Joiner, CPCPM
Director of Contracts & Compliance

1. EXECUTIVE SUMMARY

The Team is confident that our solution presented in this proposal fully meets and exceeds all requirements outlined in the Request for Proposal (RFP). The Team has carefully reviewed the scope, deliverables, and evaluation criteria, and we have tailored our proposal layout and approach to ensure complete alignment with the specifications provided. Please see the proposed Statement of Work (SOW) included in **Appendix E** to show our forward-thinking approach to this project. We understand that modifications will be made, and we are fully prepared to meet the goals set forth in the RFP.

The Team brings deep experience and expertise of successful project delivery of similar engagements, backed by a dedicated team and robust support systems. We are enthusiastic about the opportunity to partner with VIWAPA.

Exhibit 1: Evaluation Criteria Matrix

Evaluation Criteria	Experience Met
Technical Expertise	
Vast Experience & Qualifications	✓
Past Performance of Comparable Contracts	✓
References	✓
Utility Metering & AMI Technology	✓
System Integration & IT Coordination	✓
Contract & Vendor Management	✓
Quality Assurance & Testing	✓
Regulatory Compliance	✓
Business Process Improvement	✓
Reporting & Audit Support	✓
Performance Monitoring	✓
Training & Change Management	✓
Project Approach & Methodology	
Project Management & Oversight	✓
Integration	✓
Post-Integration	✓
Change Orders & Contract Modifications	✓
Ability to Perform Work	
We Meet All Requirements of this RFP	✓
Proposed Statement of Work (included in Appendix E)	✓
Cost Performance	
We Bring the Best Value to the Program	✓

2. TECHNICAL EXPERTISE & EXPERIENCE

The Team's proposed key individuals identified below have expert-level experience with **oversight and management of programs/projects in the USVI** as well as **AMI installations throughout the Caribbean**. This expertise is strengthened by an on-site project manager and a team of project controls personnel that will provide support as needed throughout the duration of the project. In addition, we are ready and willing to add additional technical and program management expertise as required in the future. This is delivered by a combination of on-island and off-island resources to maximize efficiency and effectiveness.

A) BIOS OF KEY PERSONNEL

Witt O'Brien's and Z2Solutions are proposing The Team below due to their individual and combined vast knowledge across project management and AMI technology to provide VIWAPA with the highest level of service, support, and success for this project.



Ron Smith – AMI Subject Matter Expert

A seasoned executive with extensive utility industry knowledge in the electric, gas, and water market segments. Highly technical with a wide variety of IOU, Municipal, and Cooperative market experience.



Able to quickly understand and develop integrated utility solutions due to a broad understanding of technologies utilized in the AMI and utility operations market. Expert understanding of utility operations and the implementation of advanced software and network technologies.

As a seasoned communications and technology expert, Ron provides invaluable guidance in the implementation and deployment of AMI networks and development of meter programs for all meter forms and types. His understanding of the logistics around overall AMI implementation allows him to provide ongoing advice to utilities throughout program implementation.

Select Program Roles:

- VIWAPA: Detailed assessment of the currently deployed AMI solution including a technical review of all aspects of the network, meters, and AMI Head-End to determine the root cause of the solution's failure. This effort also included an environmental investigation for temperature and local RF spectrum that culminated with a technical report and a recommendation to replace the existing system.
- Snohomish PUD (SnoPUD), Everett, WA: Meter and Communications Specialist responsible for meter program development, meter testing that included the design of the meter test farm, supporting network deployment, and ongoing technical assessment of meters and the AMI network as deployed.
- St. Kitts Electricity Company Limited (SKELEC): Meter and Communications Specialist responsible for metering support, design of the meter lab, and meter farm test equipment as well as ongoing network support.



John Wambaugh – AMI Subject Matter Expert



John is an independent consultant and trusted advisor to electric utilities with Z2Solutions, LLC. He has over 30 years of experience in defining, implementing, and operating smart metering and meter data management systems for the utility industry. His experience includes development of energy management system applications, distribution management system applications, and outage management systems.

John is a recognized expert in the technology, operation, and business processes of AMI and MDM as well as utility back-office systems impacted by smart meter data. He has a unique blend of deep technical knowledge and customer interaction skills. He has demonstrated an ability to interact with the executive and senior-level management as well as field and line personnel at municipal, cooperative, and investor-owned utilities.

Select Program Roles:

- Consolidated Edison: Business Architect and AMI Program Advisor to support the design and testing of a complex systems integration and full deployment of five million electric and gas meters in this \$1.3 billion program.
- Salt River Project: Business Architect and AMI Integration Advisor to support the CIS and MDMS replacement and move to complex billing from AMI interval data.
- Grand Bahama Power Company (GBPC): Business Architect and Program Manager for the design, integration, and deployment of an AMI solution to support GBPC as well as the Grand Bahama Utility Company.



Mark Day – AMI Subject Matter Expert



Mark is an independent consultant and trusted advisor to electric utilities with Z2Solutions LLC. He has over 25 years of experience in defining; developing; utilizing; and operating smart metering, meter data management, and prepayment systems for the utility industry. His experience includes the integration of these systems into cohesive and efficient environments that support the business needs of utilities.

Mark is an expert in the technology, operation, and business processes of AMI, MDM, and Prepayment. He also has extensive knowledge of the customer impacts of these technologies and how they enable new services and billing options. It is this technical knowledge along with the awareness of the corresponding customer impacts that allow him to provide broad insight to the utility. He has worked with municipal, cooperative, and investor-owned utilities at all levels of management from executive to line personnel.

Select Program Roles:

- SKELEC: Project Manager responsible for requirements gathering, integration facilitation, deployment planning, processes, monitoring, vendor management, and is a trusted advisor.
- SnoPUD, Everett, WA: Project Manager responsible for requirements gathering, overall project facilitation, detailed deployment planning, processes, monitoring, vendor management, and is a trusted advisor.
- St. Vincent Electricity Services Limited: Project Manager responsible for requirements gathering, vendor management, deployment planning and support, and is a trusted advisor.



Brian Lewis, CPA, CMA, PgMP, PMP, PMI-ACP, PMI-RMP – Senior Managing Director – Program Management

Value-driven program management leader with over 30 years of experience within the engineering and construction industry. Proven ability to deliver business outcomes on large

infrastructure and change management programs through effective stakeholder and team management. Adept at leading cross-functional teams; driving process excellence; and implementing advanced financial, commercial, and risk management systems and processes. Known for building strong client relationships of trust and fostering a culture of continuous improvement.



Select Program Roles:

- USVI, Office of Disaster Recovery (ODR): Program Director for various agencies in the territory in developing \$22 billion in funding for USVI projects.
- USVI, Department of Education (VIDE): Program Director for the \$265 million construction of Arthur Richards K-8 and project risk management for \$3.6 billion in modernization and rebuilding efforts.
- State of Hawaii, Honolulu Authority for Rapid Transit: Deputy Construction Manager/Task Order Manager for the \$1.2 billion East Guideway & Stations Contract and the \$400 million Utility Relocation Contract.
- State of Qatar, ASHGHAL Public Works Authority: Program Manager for Procurement of Contracts Strategy, Implementation, and Contract Management of \$750 million in contracts covering wastewater treatment, stormwater management, treated effluent, and staff augmentation services.



Bill Karr, RA – Deputy Director – Program Management

Highly skilled Program Director with extensive experience leading the planning and development of new facilities.

Effective strategist who refines processes to maximize profitability and efficiency.

Visionary developer with an eye for combining modern functional elements with regional cultural aesthetics to create vibrant new cities. Organizational leader capable of assembling, training, and managing teams to achieve established goals within restrictions while exceeding expectations.



Select Program Roles:

- USVI, ODR: SME for various agencies in the territory in developing \$22 billion in funding for USVI projects.
- USVI, VIDE: Director/Construction Manager for the \$265 million construction of Arthur Richards K-8 and project risk management for \$3.6 billion in modernization and rebuilding efforts.
- State of Qatar: Director of Project Management and Development for the development and operations of the Hamad Medical City (HMC), a sprawling healthcare complex with 13 hospitals, 1.25 million square meters of medical facility space, and 118 medical support buildings.
- Various Projects, USVI and Worldwide – CEO/Managing Director for projects valued at more than \$1 billion on five continents; created new city infrastructure, including hospitals, airports, and city university facilities in the Territory; designed and built luxury resorts and other designer facilities.



Elisa Sanchez, PE, PMP, CQM – Project Manager



Goal-oriented project manager with over 20 years of experience in the public and private sector providing project management services for a wide variety of construction projects. A professional engineer with the ability to provide key technical support in addition to leading a project with cost, schedule, and quality being at the forefront. Experience working within the VI Government for over 15 years, navigating the nuances and complexities of the Territory's processes.

Select Program Roles:

- VIWAPA: Project management support for the scoping, costing, and modeling of the water distribution system that ultimately served as a basis for FEMA's Prudent Replacement award of over \$1 billion for the entire water distribution system.
- VIWAPA: Project Manager of the \$151 million construction of propane storage facilities, generation unit conversions, and fire suppression systems at both Richmond and Harley power plants.
- USVI, Juan F. Luis Hospital (JFL): Project Manager for the transition from the existing hospital to a modular facility. Spearheaded the installation of key underground utility components. Developed the Request for Proposal (RFP) for the new hospital design (\$11.9 million FEMA Award for A&E services).



Angela Dorf, PLS – Program Controls Manager

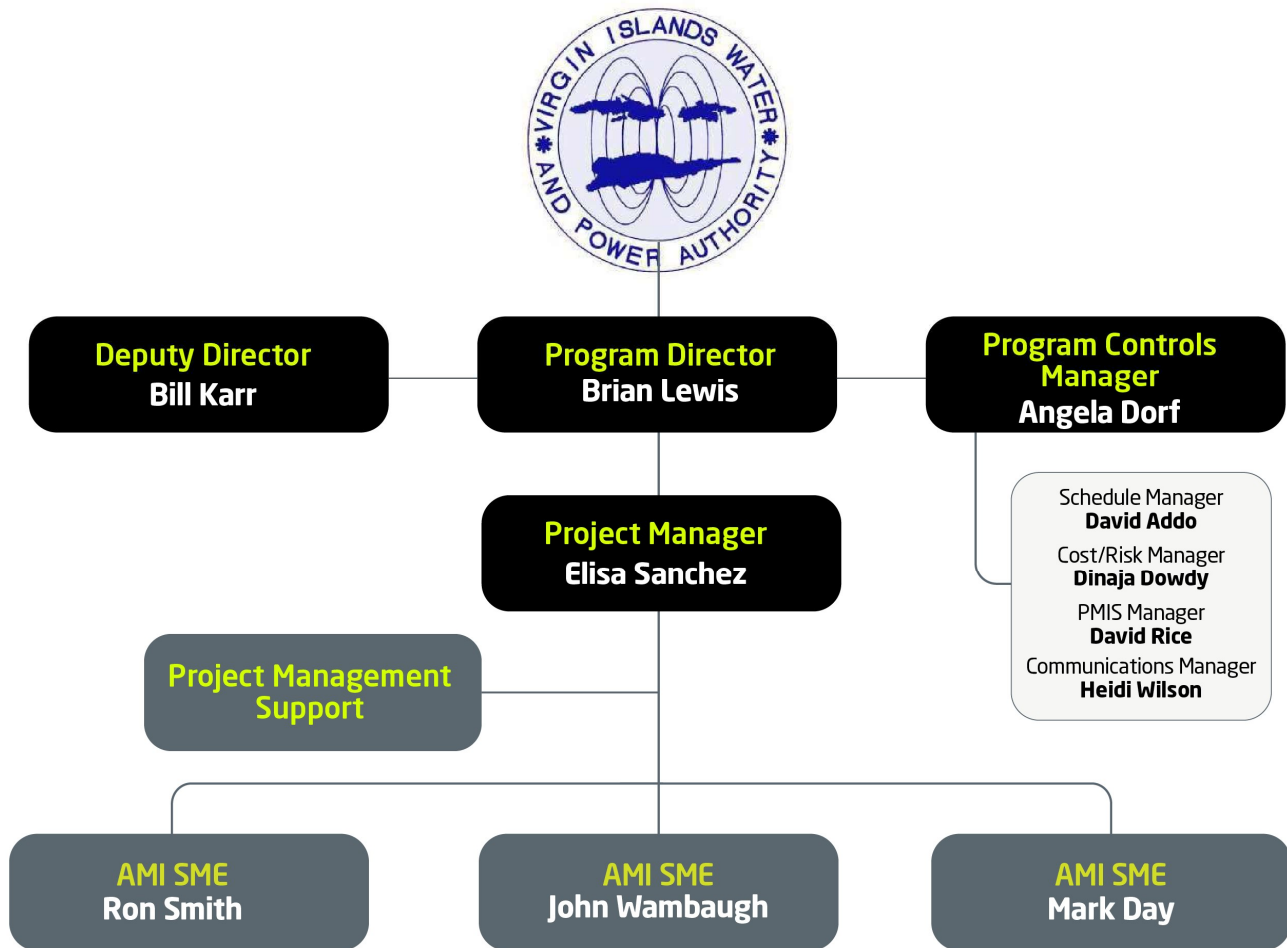


Angela brings extensive experience of over 36 years in professional project management to ensure the project's financial and operational success. Angela will be responsible for developing and maintaining the project schedule, ensuring that all milestones are met on time and within budget. She will meticulously track costs, ensuring that expenditures align with the budget and that any variances are identified and addressed promptly.

Select Program Roles:

- USVI, VIDE: Commercial Manager for the \$265 million construction of Arthur Richards K-8 and project risk management for \$3.6 billion in modernization and rebuilding efforts.
- Stantec Consulting Inc., Austin, TX: Management and oversight of utility, wind, solar, infrastructure and urban land projects to ensure that the goals and objectives of the project were accomplished within the approved budget and schedule.

B) THE TEAM'S ORGANIZATION



C) CLIENT REFERENCES

The Team is providing references for work that is similar to VIWAPA as well as our most recent work. A complete list of references is shown below.

Barbados Light and Power Company (150K Electric Meters)

Contact: David Haynes – AMI Manager – David.haynes@blpc.com.bb

Period of Performance: June 2015 to December 2021

Z2Solutions is still providing support to BLPC, including hosting bi-weekly L+G user meetings between BLPC, Clay Electric, and Grand Bahama Power Company.

Project Cost: Not available due to NDA

Equipment: Landis+Gyr AMI (Gridstream RFMesh), Landis+Gyr MDMS (Gridstream), Oracle CIS

Work Scope: Create and execute an RFP for the selection of an AMI technology and MDMS; create and execute an RFP for the selection of an outage management system, AMI contract negotiations, AMI strategic roadmap, business process design, operational procedure design, systems integration, AMI network design review, deployment process design and oversight, system acceptance, ongoing support to the AMI Manager for system upgrades, technical issues, future direction, etc.

Clay Electric (150K Electric Meters)

Contact: Les Minor – Manager AMI Operations – (352) 745-0906

Period of Performance: May 2016 to September 2020

Z2Solutions is still providing support to Clay Electric, including hosting bi-weekly L+G user meetings between BLPC, Clay Electric, and Grand Bahama Power Company and RF Network review and support as requested.

Project Cost: Not available due to NDA

Equipment: Landis+Gyr AMI (Gridstream MeshIP), Siemens MDMS (EnergyIP), NISC (CIS)

Work Scope: Create business case and AMI justification; create and execute an RFP for the selection of an AMI technology; create and execute an RFP for the selection of an MDMS; create and execute an RFP for the selection of a meter installation vendor, AMI, MDMS and MIV contract negotiations, AMI strategic roadmap, business process design and design workshops, operational procedure design, systems integration, AMI network design review, deployment process design and project management for the meter deployment, vendor management, system acceptance, ongoing support to the AMI Manager for system upgrades, technical issues, future direction, etc.

Consolidated Edison (4M electric meters, 1M gas meters, 1M Natural Gas Detectors)

Contact: Tom Magee – AMI Project Director – MageeT@coned.com

Period of Performance: February 2015 to July 2023

Project Cost: \$1.3 billion

Equipment: Itron AMI, Siemens MDMS, Custom CIS (moved to Oracle CIS)

Work Scope: Create business Case and AMI justification for public service commission; create and execute an RFP for the selection of an AMI technology; create and execute an RFP for the selection of an MDMS; create and execute an RFP for the selection of a meter installation vendor; create and execute an RFP for the selection of a communications network installation vendor, AMI, MDMS, MIV, CNIV contract negotiations, AMI strategic roadmap, business process design and design workshops, operational procedure design, AMI Operations Control Center design and process development, including readiness assessment, integration architecture development, systems integration support (business architecture and quality assurance), AMI network design review, deployment process design, system acceptance, design/test/deploy for first natural gas detector, program advisory services to the AMI Director and IT Director.

The Team's approach is grounded in weaving together Z2Solutions' expert AMI technical experience with Witt O'Brien's proven on-island project management oversight and Public Assistance (PA) experience. This allows the Team to draw from the deep understanding of the project's funding history, as well as the wealth of knowledge in AMI to provide highly effective and efficient project management oversight of the Itron contract and any further support needed by VIWAPA.

The Team's project management methodology is consistent with the Project Management Institute's (PMI) "A Guide to the Project Management Body of Knowledge (PMBOK)" and the PMI Practice Guides. Our approach to project management includes the five PMI project phases: initiate, plan, execute, monitor/control, and closeout. An overview of our project management process is shown in **Exhibit 2**.

The flowchart illustrates the project management process, organized into four main phases: **INITIATE**, **PLAN**, **EXECUTE**, and **CLOSE OUT**. A central **MONITOR AND CONTROL** loop connects the planning and execution phases.

INITIATE Phase:

- Activities: Assemble Team, Define Objectives, Develop Scope, Construct Initial Plan.
- Flow: Assemble Team → Define Objectives → Develop Scope → Construct Initial Plan.

PLAN Phase:

- Activities: Overlay Assets, Cost, Risk; Obtain Stakeholder Buy-In.
- Flow: Construct Initial Plan → Overlay Assets, Cost, Risk → Obtain Stakeholder Buy-In.

MONITOR AND CONTROL Loop:

- Activities: Analyze Current Status, Manage Change and Risk, Publish/Modify the Plan, Perform and Report Progress.
- Flow: Analyze Current Status → Manage Change and Risk → Publish/Modify the Plan → Perform and Report Progress → Analyze Current Status.

EXECUTE Phase:

- Activities: Publish/Modify the Plan, Perform and Report Progress.
- Flow: Publish/Modify the Plan → Perform and Report Progress.

CLOSE OUT Phase:

- Activities: Assess, Revise, Improve; Close Out and Demobilize.
- Flow: Perform and Report Progress → Close Out and Demobilize → Assess, Revise, Improve → Assemble Team.

Continuous Learning: A vertical arrow on the left side indicates a continuous learning process that feeds back into the Assemble Team activity.

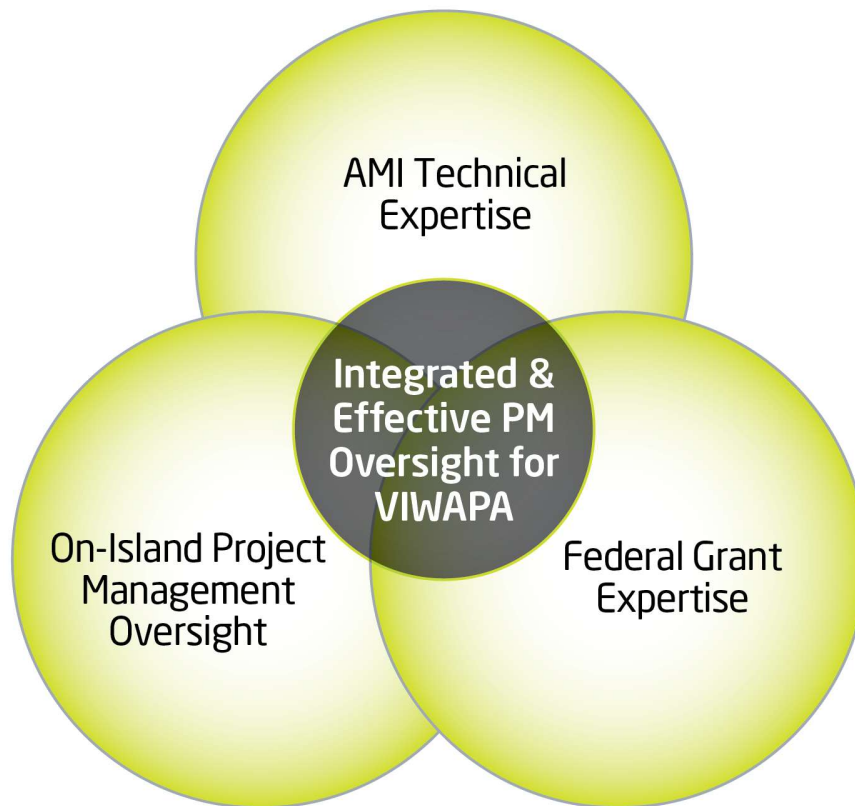
The Team is the Integrator of Critical Functional Disciplines

The Team's project manager is responsible for aligning project team resources and the requisite expertise and coordination needed from three core skillsets for successful outcomes. The project manager will take appropriate management action as needed to address FEMA and VIWAPA compliance issues; priorities and interdependencies; measuring and monitoring the project's cost, schedule, and work progress; and managing stakeholder expectations and communicating benefits—all critical factors for successful project outcomes.

We tailor the implementation of project management according to the needs of our clients and our projects. Our approach is scalable in terms of the functional disciplines (or skillsets) required for a particular project and in the number of staff resources we provide a client within each skillset.

With the Team, VIWAPA secures an approach unmatched by other offerors in integrating and coordinating the three areas of core competencies needed: 1) AMI Technical Expertise, 2) Federal Grant Expertise, and 3) On-Island Project Management Oversight.

Exhibit 3: Three Core Competencies Required by VIWAPA

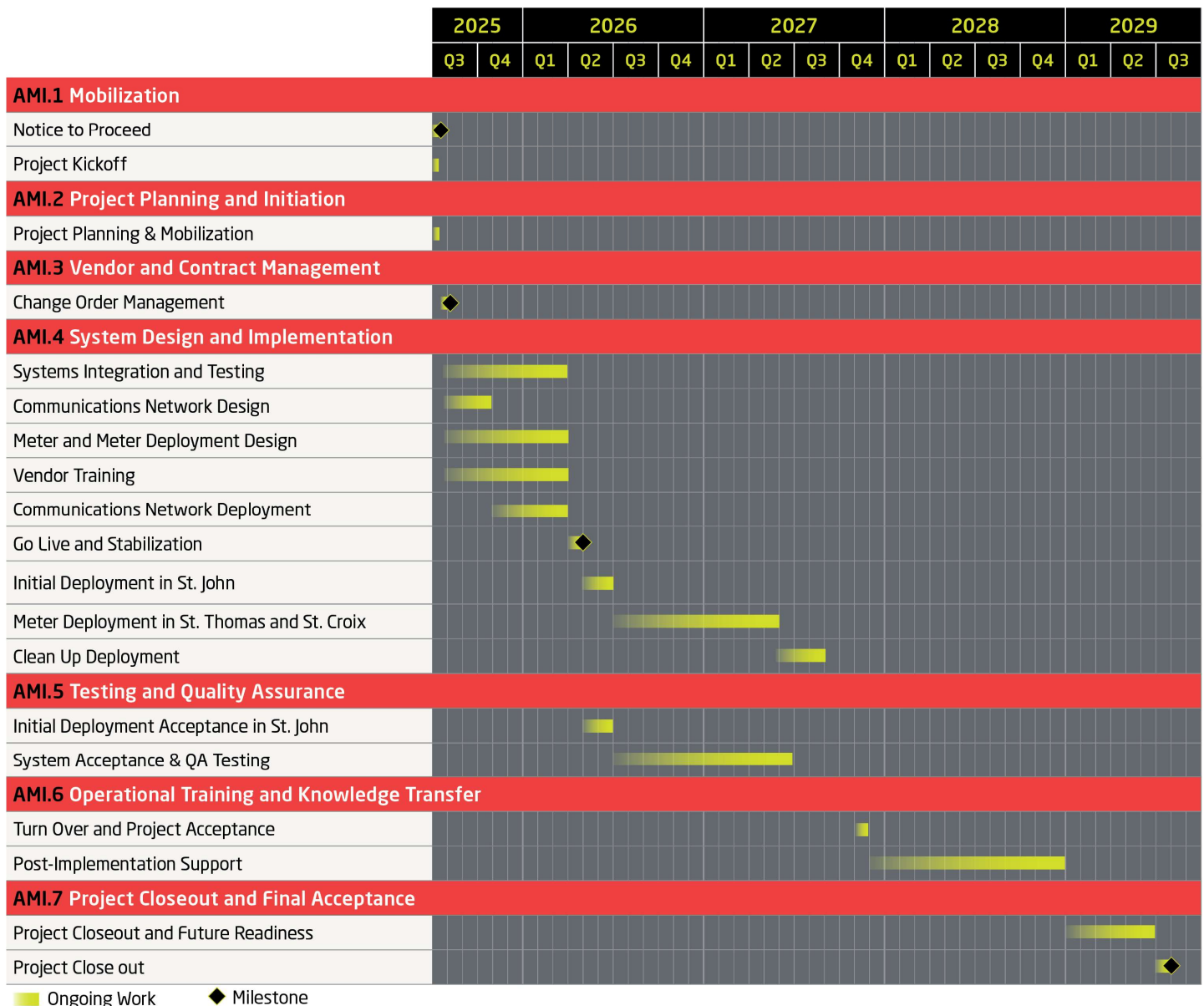


4. ABILITY TO PERFORM WORK

The Team has the personnel and infrastructure necessary to perform the work in alignment with the project design and schedule. Several team members are currently on-island, actively providing project management and controls expertise. These individuals are available as needed to address critical on-site observations and support timely issue resolution.

In addition to our on-island presence, key personnel based on the mainland will travel to the islands on a monthly basis—or more frequently if needed—throughout the duration of the project to ensure seamless coordination and oversight. We have modeled our level of effort based on the tentative timeline in **Exhibit 4** and are confident in our ability to excel in providing the required project management oversight of the Itron contract for VIWAPA.

Exhibit 4: Tentative Timeline



Our hybrid staffing model allows us to scale resources up or down as project demands evolve, thereby ensuring flexibility, responsiveness, and continuity. The Team has reviewed the RFP and Amendment #1 and fully confirms our ability to perform all requirements set forth in the solicitation. We are agile in our ability to meet our clients upon award. The Team will help stand up projects in a seamless and timely manner.

5. COST PROPOSAL & FINANCIAL STABILITY

Please see below for a summary breakdown of The Team's cost proposal:

Task	Year 1	Year 2	Year 3	Year 4	Total
Project Planning & Initiation	\$ 283,590	-	-	-	\$ 283,590
Vendor & Contract Management	\$ 435,050	\$ 445,200	\$ 395,160	\$ 371,640	\$ 1,647,050
System Design & Implementation	\$ 1,253,560	\$ 880,320	\$ 193,920	-	\$ 2,327,800
Testing & Quality Assurance	-	-	\$ 891,870	\$ 355,320	\$ 1,247,190
Monitoring & Reporting	\$ 395,479	\$ 367,979	\$ 370,859	\$ 370,859	\$ 1,505,176
Operational Training and Knowledge Transfer	-	-	\$ 82,880	\$ 355,320	\$ 438,200
Project Closeout and Final Acceptance	-	-	\$ 159,170	-	\$ 159,170
Base Price	\$ 2,367,679	\$ 1,693,499	\$ 2,093,859	\$ 1,453,139	\$ 7,608,176
Estimated Travel Costs	\$ 334,910	\$ 334,910	\$ 334,910	\$ 334,910	\$ 1,339,640
Total Price¹	\$ 2,702,589	\$ 2,028,409	\$ 2,428,769	\$ 1,788,049	\$ 8,947,816

***Note:** 1) All non-labor-related project costs including fuel, airfare, car rental, lodging, per diem, supplies, and other indirect project expenses will be billed to VIWAPA at cost plus a 10% mark-up to cover taxes and general administrative and overhead expenses. All non-labor expenses will be pre-approved by VIWAPA prior to incurring them for the project and submitted with full supporting documentation in compliance with Federal guidelines for reimbursement.

A Manpower & Time Chart can be found in Appendix B

A Milestone Payment Schedule can be found in Appendix C

A Schedule of Rates for Add-On Services can be found in Appendix D

COST PROPOSAL ASSUMPTIONS

1. Scope-Based Assumptions

- Assumes deployment across St. Thomas, St. Croix, St. John, Hassel, and Water Island.

- Assumes a full meter and network installation by December 2027 with a program completion date of July 2029.

2. Vendor & Technology Responsibilities

- Itron will provide all hardware, software (HES), network devices, and related integration and installation services.
- SmartWorks and CentralSquare will be responsible for the development and configuration of MDMS and CIS interfaces, respectively.
- Pricing does not include any additional development or implementation outside of the current vendor contract.

3. Resource & Time Commitments

- Assumes full cooperation and timely access to VIWAPA resources, data, and systems.
- Pricing is based on standard business hours unless otherwise noted (e.g., no assumption of overtime or weekend work).
- Travel costs are estimated based on a monthly 10-day travel schedule for 3 AMI SMEs, with weekly inter-island visits by the PM, and are subject to change if additional trips are required.

4. Change Management

- All out-of-scope requests, timeline extensions, or scope changes will be managed via the formal Change Order process and may impact cost and schedule.
- Delays caused by VIWAPA or other vendors that lead to additional unbudgeted work may result in change orders.

5. Deliverables, Acceptance & Payment

- Payments are tied to milestone deliverables and sign-offs as defined in the SOW.
- In the absence of written rejection within 10 business days, deliverables will be deemed accepted.
- Retention will not be withheld on the mobilization and expense invoices. Also, retention will not be withheld after 50% of the work has been completed and will be released upon completion of the project and paid after receipt of a Release of Retention invoice.
- CDBG-DR funding for the local match contribution of 2% will be tied to the final two progress payments and not withheld from other milestone payments; application for which will occur pre-emptively in order to mitigate delays in the final payment.
- Payments to be made within 30 days of invoice submittal; interest to accrue on past due amounts at *The Wall Street Journal* published Prime Rate plus 2% if not received according to contract terms. The Team reserves the right to stop work if payment plus interest is not received within 30 days of being past due.

6. Support and Maintenance

- Assumes Itron is responsible for ongoing SaaS operations and maintenance of the AMI HES.
- Post-go-live stabilization support is included for a defined period. Ongoing support beyond that will require a separate agreement or addendum.

7. Taxes, Inflation, and Currency

- GRT is included in the Base Price.
- Pricing is fixed for the initial contract period; fixed pricing and schedule of rates will have to be renegotiated for any periods after June 2029.
- Any significant inflation, tariffs, and/or legislative changes that result in cost impacts greater than the 10-year expected inflation of 2.35% from the Federal Reserve will require pricing adjustments.

CONFLICT OF INTEREST STATEMENT

The Team does not foresee any potential organizational conflicts of interest related to performing this project. Should an actual or potential organizational conflict of interest be identified, the Program Director will immediately isolate the individual from the project, and VIWAPA will be notified. The individual will not be returned to the project unless and until it has been determined that no organizational conflict of interest exists.

FINANCIAL CAPABILITY STATEMENT

The Team affirms we have the financial capacity to perform the work described in this proposal. We maintain a strong geographically diverse client portfolio of over 550 actively billing clients, many with multi-year contracts supporting recurring revenue.

6. COMPLIANCE WITH TERMS AND CONDITIONS OF THE RFP

The Team has read the RFP and Amendment #1 and has developed its proposal to respond to the requirements detailed therein.

7. EXCEPTIONS TABLE

The Team respectfully requests that VIWAPA consider the following exceptions to the sample contract terms presented in RFP Attachment A. We understand any exceptions to the terms and conditions listed below must be approved and agreed upon by VIWAPA. We acknowledge that some of these exceptions were commented upon in Addendum #1 as null and void, however we are including them as a summary. The Team will work with VIWAPA to negotiate the requested changes below in the event any of the terms aren't agreeable to VIWAPA.

Exhibit 5: Exceptions to the RFP

Section	Exception
2019 03 14.PROFESSIONAL-GCT-FEDERAL-REQUIREMENTS(H).pdf	<ul style="list-style-type: none"> • Paragraph 2.a: Contractor is not providing equipment, tools, transportation or labor. Only supervision and documentation (and insurance). • Paragraph 3.b: Contractor Project Manager will not be onsite or resident at all times. Not sure what the definition is of "resident", but this contract needs to allow for remote work. • Paragraph 5: Same comment about remote and onsite work.
Exceptions to EXHIBIT A – Professional General Contractor Terms (Federal).pdf	<ul style="list-style-type: none"> • Paragraph 2.a: Contractor is not providing equipment, tools, transportation or labor. Only supervision and documentation (and insurance). • Paragraph 3.b: Contractor Project Manager will not be onsite or resident at all times. Not sure what the definition is of "resident", but this contract needs to allow for remote work.

Section	Exception
	<ul style="list-style-type: none"> • Paragraph 5: Same comment about remote and onsite work. • Insurance Requirements: Automobile Insurance is listed as \$2,000,000. The Team insurance has a minimum limit of \$1,000,000. The Team is not operating trucks or other large vehicles and requests that this be lowered to The Team's insurance limits. • Insurance Requirements: Z2Solutions is exempt from Workers Compensation due to the nature of structure of the LLC. • Insurance Requirements: Z2Solutions does not carry Environmental Impairment Liability Insurance as our services do not involve environmental impact. Z2Solutions requests that this be stricken. • Insurance Requirements: Z2Solutions does not carry Property Insurance for any buildings, etc. of the customer as Z2Solutions does not build or maintain any buildings. Consequently, Z2Solutions requests that this be stricken.
12. TERMS OF PAYMENT	<p>ADD to (1): d) Interest to accrue on past due amounts at the Wall Street Journal published Prime Rate plus 2% if not received according to contract terms. The Team reserves the right to stop work if payment plus interest is not received within 30 days of being past due.</p>
15. INDEMNIFICATION FOR INJURY AND DAMAGE CLAIMS, Page 9	<p>(a) Contractor shall indemnify, defend, and hold the Authority and its servants, employees and agents harmless against any and all claims, damages, injuries, suits, actions, causes of action for damages or alleged damages, orders, judgments, expenses costs and attorney's fees arising after the commencement of the contract, brought for damages or alleged damages arising out of any injury or loss of life, claim or demand of any person or property in any way connected with or arising out as a direct result of the performance of the Contractor's work. It is the intention and express agreement of the parties that the Authority shall not be liable for any bodily or personal injuries, loss of life or damage, to Contractor, its servants, employees, agents, invitees, or to Contractor's subcontractors, subcontractor employees, agents, or invitees, or to any other person, or property of Contactor, irrespective of how the same may be caused, whether from action of the elements, or acts of negligence of the Authority, its employees or agents, the Contractor, its servants, employees, agents, or invitees, or the Contractor's subcontractors, subcontractor employees, agents, and invitees. It is the intention of the parties that this paragraph shifts the cost of all insurance, whether benefitting Contractor or the Authority, or both, to the Contractor. (b) If the Authority is sued for acts arising out of those set out in (a) above, the Contractor shall promptly accept the tender of defense made by the Authority, as a condition of this contract. (c) It is further the intention of the parties, that Contractor, its servants, employees, agents, and its carrier will not look to or require the Authority to contribute to any settlement. (d) Notwithstanding any other provisions of this Agreement to the contrary, neither the Authority or Contractor shall be liable whether in contract, tort (including negligence), strict liability, products liability, indemnity, contribution, or any other cause of action for punitive, special, indirect, incidental or consequential losses or damages, including loss of profits, use, opportunity, revenues, financing, bonding capacity, or business interruptions; provided that the limitation of liability set forth in this section shall not apply to Contractor's: (i) indemnity obligations with respect to Third-Party Claims, (ii) willful misconduct, and/or (iii) gross negligence. – "Third-Party Claim" means a claim by any person other than (i) a Party, or (ii) person providing or receiving indemnity under this Contract.</p> <p>EXPLANATION: Contractor is primarily a consulting firm and not the sole decision maker or implementor/user of the consulting advice and as such its liability should be limited to claims directly caused by or resulting from the services provided.</p>

Section	Exception
EXHIBIT I, Pages 22-23	<p>WAPA INSURANCE REQUIREMENTS</p> <p>C. Property Insurance Requirements</p> <p>Property policy(ies) shall cover all risks of direct physical loss to the property, including coverage for collapse and transit (with respect to property in transit that will become a part of buildings or structures under construction).</p> <p>Boiler and machinery coverage on a breakdown basis are to be included in the All Risk policy or provided in a separate policy. Testing of any equipment is to be included. There shall be no exclusion for the perils of explosion, collapse or underground damage.</p> <p>D. Requirements Applicable to All Insurance Policies</p> <p>3. Evidence of Compliance with Insurance Requirements at Insurance Date</p> <p>Evidence is to consist of an original certificate of insurance signed by an approved officer of the insurance company or its authorized representative. The certificate shall show:</p> <ul style="list-style-type: none"> The name of the insurance company The policy period The policy number The description of the property The name of the Seller/Policyholder WA PA as an additional insured (General Liability and Excess or Umbrella Liability only) WA PA as loss payee (Builders Risk Property Insurance and Property Insurance including Replacement Power Extra Expense) The 60 Days cancellation notice <p>Liability insurance certificates are to be on ACORD form 28 or its equivalent for property insurance and ACORD form 25 or its equivalent for liability insurance. Evidence of workers' compensation insurance shall be issued by the appropriate Workers' Compensation Administration bureau of the Government of the Virgin Islands.</p>

APPENDIX A:

COMPLETED PROPOSAL FORM AND QUESTIONNAIRE

Proposal Form

TO: VIRGIN ISLANDS WATER AND POWER AUTHORITY

BASE PROPOSAL

The Offeror shall submit all required proposal documents including this Proposal FORM for the Project. Pursuant to and in compliance with the Request for Proposal relating to Project

The undersigned, having carefully read, examined and become familiar with proposed project and the scope of work and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, hereby proposes and agrees to fully perform the work in accordance with the proposed contract documents, including furnishing any and all labor and material, and to do all of the work required to complete said project in accordance with contract documents, for the following firm base price of:

Seven Million, Six Hundred Eight Thousand, One Hundred Seventy-Six and 00/100

Dollars

\$ 7,608,176¹

**Note: 1) All non-labor-related project costs including fuel, airfare, car rental, lodging, per diem, supplies, and other indirect project expenses will be billed to VIWAPA at cost plus a 10% mark-up to cover taxes and general administrative and overhead expenses. All non-labor expenses will be pre-approved by VIWAPA prior to incurring them for the project and submitted with full supporting documentation in compliance with Federal guidelines for reimbursement.*

A Milestone Payment Schedule can be found in Appendix C.

The Offeror shall propose a detailed payment schedule based on a subdivision of the proposed contract price including an initial mobilization payment, subsequent payments (on a Net 30 schedule) and a final payment for successful project completion. Invoices should include a detailed description of services being billed for.

SCHEDULE OF RATES

Offeror shall include his Schedule of Rates effective for the project duration with his BASE PROPOSAL.

See Appendix D: Schedule of Rates

EXCEPTIONS

The Offeror shall list and explain in his proposal any exceptions to the requirements stated in the Request for Proposal. All exceptions will be reviewed during the evaluation of the RFP's.

The Team respectfully requests that VIWAPA consider the following exceptions to the sample contract terms presented in RFP Attachment A. We understand any exceptions to the terms and conditions listed below must be approved and agreed upon by VIWAPA. We acknowledge that some of these exceptions were commented upon in Addendum #1 as null and void, however we are including them as a summary. The Team will work with VIWAPA to negotiate the requested changes below in the event any of the terms aren't agreeable to VIWAPA.

Exceptions to the RFP

Section	Exception
2019 03 14.PROFESSIONAL-GCT-FEDERAL-REQUIREMENTS(H).pdf	<ul style="list-style-type: none"> Paragraph 2.a: Contractor is not providing equipment, tools, transportation or labor. Only supervision and documentation (and insurance). Paragraph 3.b: Contractor Project Manager will not be onsite or resident at all times. Not sure what definition is of "resident", but this contract needs to allow for remote work. Paragraph 5: Same comment about remote and onsite work.
Exceptions to EXHIBIT A – Professional General Contractor Terms (Federal).pdf	<ul style="list-style-type: none"> Paragraph 2.a: Contractor is not providing equipment, tools, transportation or labor. Only supervision and documentation (and insurance). Paragraph 3.b: Contractor Project Manager will not be onsite or resident at all times. Not sure what definition is of "resident", but this contract needs to allow for remote work. JOW Note: Based on WO as the project manager, this is no longer an issue. Paragraph 5: Same comment about remote and onsite work. Insurance Requirements: Automobile Insurance is listed as \$2,000,000. The Team insurance has a minimum limit of \$1,000,000. The Team is not operating trucks or other large vehicles and requests that this be lowered to The Team's insurance limits. Insurance Requirements: Z2Solutions is exempt from Workers Compensation due to the nature of structure of the LLC. Insurance Requirements: Z2Solutions does not carry Environmental Impairment Liability Insurance as our services do not involve environmental impact. Z2Solutions requests that this be stricken. Insurance Requirements: Z2Solutions does not carry Property Insurance for any buildings, etc. of the customer as Z2Solutions does not build or maintain any buildings. Consequently, Z2Solutions requests that this be stricken.
12. TERMS OF PAYMENT	ADD to (1): d) Interest to accrue on past due amounts at the Wall Street Journal published Prime Rate plus 2% if not received according to contract terms. The Team reserves the right to stop work if payment plus interest is not received within 30 days of being past due.
15. INDEMNIFICATION FOR INJURY AND DAMAGE CLAIMS, Page 9	(a) Contractor shall indemnify, defend, and hold the Authority and its servants, employees and agents harmless against any and all claims, damages, injuries, suits, actions, causes of action for damages or alleged damages, orders, judgments, expenses costs and attorney's fees arising after the commencement of the contract, brought for damages or alleged damages arising out of any injury or loss of life, claim or demand of any person or property in any way connected with or arising out as a direct result of the performance of the Contractor's work. It is the intention and express agreement of the parties that the Authority shall not be liable for any bodily or personal injuries, loss of life or damage, to Contractor, its servants, employees, agents, invitees, or to Contractor's subcontractors, subcontractor employees, agents, or invitees, or to any other person, or property of Contactor, irrespective of how the same may be caused, whether from action of the elements,

Section	Exception
	<p>or acts of negligence of the Authority, its employees or agents, the Contractor, its servants, employees, agents, or invitees, or the Contractor's subcontractors, subcontractor employees, agents, and invitees. It is the intention of the parties that this paragraph shifts the cost of all insurance, whether benefitting Contractor or the Authority, or both, to the Contractor. (b) If the Authority is sued for acts arising out of those set out in (a) above, the Contractor shall promptly accept the tender of defense made by the Authority, as a condition of this contract. (c) It is further the intention of the parties, that Contractor, its servants, employees, agents, and its carrier will not look to or require the Authority to contribute to any settlement. (d) Notwithstanding any other provisions of this Agreement to the contrary, neither the Authority or Contractor shall be liable whether in contract, tort (including negligence), strict liability, products liability, indemnity, contribution, or any other cause of action for punitive, special, indirect, incidental or consequential losses or damages, including loss of profits, use, opportunity, revenues, financing, bonding capacity, or business interruptions; provided that the limitation of liability set forth in this section shall not apply to Contractor's: (i) indemnity obligations with respect to Third-Party Claims, (ii) willful misconduct, and/or (iii) gross negligence. – "Third-Party Claim" means a claim by any person other than (i) a Party, or (ii) person providing or receiving indemnity under this Contract.</p> <p>EXPLANATION: Contractor is primarily a consulting firm and not the sole decision maker or implementor/user of the consulting advice and as such its liability should be limited to claims directly caused by or resulting from the services provided.</p>
EXHIBIT I, Pages 22-23	<p>WAPA INSURANCE REQUIREMENTS</p> <p>C. Property Insurance Requirements</p> <p>Property policy(ies) shall cover all risks of direct physical loss to the property, including coverage for collapse and transit (with respect to property in transit that will become a part of buildings or structures under construction).</p> <p>Boiler and machinery coverage on a breakdown basis are to be included in the All Risk policy or provided in a separate policy. Testing of any equipment is to be included. There shall be no exclusion for the perils of explosion, collapse or underground damage.</p> <p>D. Requirements Applicable to All Insurance Policies</p> <p>3. Evidence of Compliance with Insurance Requirements at Insurance Date</p> <p>Evidence is to consist of an original certificate of insurance signed by an approved officer of the insurance company or its authorized representative. The certificate shall show:</p> <ul style="list-style-type: none"> The name of the insurance company The policy period The policy number The description of the property The name of the Seller/Policyholder WA PA as an additional insured (General Liability and Excess or Umbrella Liability only) <p>WA PA as loss payee (Builders Risk Property Insurance and Property Insurance including Replacement Power Extra Expense)</p> <p>The 60 Days cancellation notice</p> <p>Liability insurance certificates are to be on ACORD form 28 or its equivalent for property insurance and ACORD form 25 or its equivalent for liability insurance. Evidence of workers' compensation insurance shall be issued by the appropriate Workers' Compensation Administration bureau of the Government of the Virgin Islands.</p>

QUESTIONNAIRE (MANDATORY)

The undersigned guarantees the truth and accuracy of all statements and answers contained herein.
(Include additional sheets if necessary)

How long have you been in business as a General Contractor, Sub Contractor?

Witt O'Brien's USVI, LLC has been in business for over 20 years; with an over eight-year commitment to the US Virgin Islands in developing the funding and implementation of \$22 billion in recovery projects. Z2Solutions, LLC (Z2Solutions) has been providing AMI Advisory and Project Management Services since 2013. Each of the Z2Solutions resources proposed for this project have been in the business of AMI for at least 25 years.

Have you worked on Federally funded projects in the past?

The Team has worked on Federally funded projects across the United States including projects with the ODR, VIWAPA, as well as the Navy Yard project.

How many years of experience do you have in AMI, Metering, and Project Management of AMI Projects?

Z2Solutions has been providing AMI advisory and project management services since 2013. Each of the SME technical resources proposed for this project have been in the business of AMI for at least 25 years.

Total number of meters deployed for projects that you have worked on?

Throughout their at least 25 years of AMI experience, the principals of Z2Solutions have worked on projects which resulted in the deployment of more than 50 million meters. This includes all AMI projects under CellNet Data Systems where CellNet was directly responsible for performing the installation of more than 10 million electric, gas, and water meters at a peak daily installation rate of 10,000 meters across multiple utilities. The recent project at Consolidated Edison with the installation of five million electric and gas meters at a peak daily installation rate of 6,000 meters per day.

Can you provide an overview of your experience managing AMI projects of similar size and scope, including AMI technology, number of meters, timeline?

Z2Solutions provides tailored services for AMI projects (items in bold are proposed for this project), including business case development, procurement support, **business process and business requirements development, program management, systems architecture and integration, systems architecture and integration QA, meter design review and QA, network design QA, meter test lab design, network survey reviews, network commissioning design, network installation planning, network installation process review and QA of network device installation, meter deployment planning, meter deployment plan review and QA, and meter deployment results.**

Please see the table below for Z2Solutions' clients and the services provided.

Utility Client	Start/End	Services Provided
Kansas City Power and Light	July 2013 to August 2015	▪ RFP (MDMS), Contract Negotiations, Systems Integration QA, Business Process Modelling
▪ (MDMS Implementation)	August 2019 to December 2019	▪ MDMS Implementation assessment and operational readiness assessment



Utility Client	Start/End	Services Provided
Middle Tennessee Electric ▪ (AMI Implementation)	August 2013 to July 2018	▪ Business Case, RFP (AMI, MDMS, MIV), Contract Negotiations, Program Management, Business Process Design, Systems Integration and Architecture, Network Design Review, Meter Deployment Management, System Acceptance, AMI Strategic Roadmap
Sask Power ▪ (AMI Implementation)	December 2013 to May 2016	▪ Contract Negotiations, Business Process Design, Systems Integration and Architecture, Network Design Review, Meter Deployment Process, System Acceptance, AMI Strategic Roadmap
Eugene Water and Electric Board ▪ (MDMS Implementation)	December 2013 to January 2016	▪ RFP (MDMS), Contract Negotiations, Systems Integration QA, Business Process Modelling
The Navy Yard ▪ (AMI and DR demo)	January 2014 to July 2014	▪ AMI expertise to The Navy Yard project
Burlington Electric ▪ (Prepay upgrade)	March 2014 to September 2014	▪ Prepay business process and systems integration
PSE&G ▪ (AMI Conversion) ▪ (Litigation) ▪ (AMI Implementation)	April 2014 to November 2016 August 2019 to November 2019 April 2021 to June 2021	▪ Cellular conversion to AMI for commercial customers – RFP, Technical design and review, Deployment project management ▪ Litigation Review of Virtual Power Plant technology and performance ▪ AMI Project Budget and AMI Integration Review and QA
Huntsville Utilities ▪ (AMI Implementation)	September 2014 to July 2015	▪ RFP (MDMS), Contract Negotiations, Business Process Design, Systems Integration QA
Seattle City Light ▪ (AMI Implementation)	October 2014 to August 2018	▪ Business Case, RFP (AMI, MDMS, Systems Integrator), Contract Negotiations, Program Management Support, Business Process Design, Systems Integration QA, Integration Architecture, Network Design Review, System Acceptance
Tacoma Public Utilities ▪ (AMI Implementation)	April 2015 to April 2021	▪ Business Case, RFP (AMI, MDMS, MIV, Systems Integrator), Contract negotiations,

Utility Client	Start/End	Services Provided
		Business Process Modelling, Systems Integration QA
Barbados Light & Power ■ (AMI Implementation)	June 2015 to December 2021	■ Business Case, RFP (AMI, MDMS, OMS), Contract Negotiations, Business Process Design, Systems Integration and Architecture, Network Design Review, Meter Deployment Process, System Acceptance, AMI Strategic Roadmap
Consolidated Edison ■ (AMI Implementation)	February 2015 to July 2023	■ Business Case, RFP (AMI, MDMS, Systems Integrator, MIV), Contract Negotiations, Program Advisor, Business Process Design, Systems Integration QA, Integration Architecture, Network Design Review, Deployment Review
Chugach Electric ■ (AMI Implementation) ■ (CIS Replacement)	April 2016 to October 2016 May 2021 to February 2022	■ RFP (AMI), Business Process Modelling ■ RFP (CIS)
Puget Sound Energy ■ (CIS Replacement)	February 2017 to October 2017	■ Systems Integration review and support
Pacific Gas & Electric ■ (Litigation)	March 2017 to June 2017	■ Litigation support for gas battery failure
Snohomish County PUD #1 ■ (AMI Implementation)	April 2017 to Present	■ Business Case, RFP (AMI, MDMS, Systems Integrator, MIV), Contract Negotiations, Program Advisor, Business Process Design, Systems Integration QA, Network Design Review, Deployment Review, Deployment Management, Program Management, Litigation Support
Grand Bahama Power ■ (AMI Implementation)	February 2018 to September 2022	■ Business Case, RFP (AMI, MDMS), Contract Negotiations, Business Process Design, Systems Integration and Architecture, Meter Deployment Process, System Acceptance, AMI Strategic Roadmap
EnergyUnited ■ (AMI Replacement)	March 2018 to January 2019	■ Business Case, RFP for AMI Replacement, Contract Negotiations, Network Design

Utility Client	Start/End	Services Provided
		Review, Business Process Design, Systems Integration Advisory Services
Saint John Energy ■ (AMI Strategic Plan)	August 2019 to September 2022	■ Business Case Design, AMI Strategic Roadmap, AMI Education
Vinlec (St. Vincent Electric) ■ (AMI Implementation)	June 2020 to Present	■ Business Case, RFP (AMI/AMR), Contract Negotiations, Program Management, Meter Deployment Process
Skelec (St. Kitts Electric) ■ (AMI Implementation)	December 2021 to Present	■ Business Case, RFP (AMI), Contract Negotiations, Business Process Design, Systems Integration and Architecture, Network Design Review, Meter Deployment Process, Program Management
University of Central Florida ■ (AMI Replacement)	April 2022 to Present	■ RFP (AMI and Deployment), Contract Negotiations, Program Advisor and Overall QA
Virgin Islands Water and Power Authority ■ (Technical Assessment and AMI Replacement)	November 2022 to Present	■ Technical assessment of legacy AMI technology and performance, RFP (AMI Replacement), Contract negotiations
Eversource ■ (AMI Implementation)	January 2023 to Present	■ RFP (AMI, MDMS, Systems Integrator, PMO, MIV), Contract Negotiations, Business Process Design, Network Design Support, Systems Integration Support
Salt River Project ■ (CIS Replacement)	April 2024 to Present	■ Program Advisor, Business Process Modelling, Systems Integration Support, Integration Architecture, Systems Integration QA
Grenlec (Grenada Electric) ■ (AMI Selection)	May 2024 to Present	■ Business Case, RFP (AMI), Contract Negotiations

Have you worked with utilities of similar size and infrastructure?

Yes, Z2Solutions has worked with the following island utilities: Grand Bahamas Light Company (10,000 meters), Barbados Power and Light Company (150,000 meters), Skelec (25,000 meters), Vinlec (50,000 meters), and Grenlec (50,000 meters). Z2Solutions has also worked with the University of Central Florida (700 electric, gas and water meters), SnoPUD (350,000 electric and water meters), and

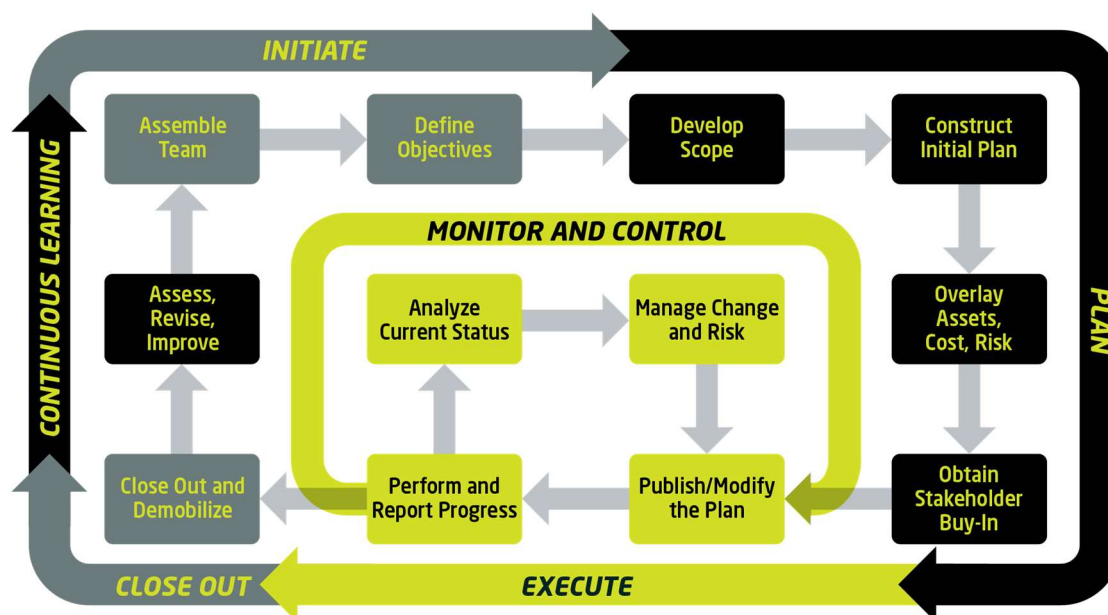
Con Edison (5,000,000 electric and gas meters) to demonstrate the breadth of our experience and ability to serve the needs of different utilities.

In addition, the Witt O'Brien's team has worked with various Federal, State, local, and regional utilities in the implementation and oversight of projects. These include projects for the USVI's Department of Education, Department of Health, and Bureau of Corrections. Witt O'Brien's has also partnered with other SMEs in developing master plans for the VIWAPA.

What project management methodologies do you use to ensure timely and successful execution?

As previously mentioned, The Team's approach to project management is consistent with the Project Management Institute's (PMI) "A Guide to the Project Management Body of Knowledge (PMBOK)" and the PMI Practice Guides. Our approach to project management combines the traditional waterfall and Agile methodologies to include the five PMI project phases: initiate, plan, execute, monitor/control, and closeout. An overview of our project management process is shown in **Exhibit 5**.

Exhibit 5: Project Management Process Chart



Although our project management approach is aligned with the PMI PMBOK and Practice Guides, it is always implemented in a manner that is tailored to a client's and the project's environment—its size, dollar value, level of risk, and complexity. Tailoring is the deliberate adapting and adjusting of our process driven management approach and governance to best manage the project given the project's characteristics, the work being performed, and the culture of the client organization.

In addition, Witt O'Brien's has established an internal Portfolio Management Office (PMO) that manages our portfolio of projects. It supports our organization's focus on quality client service delivery and customer satisfaction through the effective management of projects.

How do you manage risks, and can you provide examples of challenges faced in past AMI projects and how you resolved them?

To manage risks effectively, we implement a structured compliance framework centered on risk assessment, mitigation planning, and continuous monitoring. Our approach ensures programmatic,

financial, and technical compliance through virtual and onsite oversight The Team. This enables VIWAPA to maintain strong governance and drive project success.

Risk Identification and Mitigation

- **Early Risk Profiling:** We assess potential risks at the start of the project to gauge likelihood and impact.
- **Program-Specific Risk Register:** We maintain a tailored register focused on VIWAPA's AMI program, including compliance with VIWAPA and Territory requirements.
- **Mitigation Strategies:** Each identified risk is addressed through targeted actions—such as increased oversight, training, or technical assistance.

Risk-Based Monitoring and Oversight

- **Monitoring Plans:** We implement risk-based monitoring plans, prioritizing higher-impact risks.
- **Performance Tracking:** Project key performance indicators (KPIs) are tracked regularly with monthly reports informed by weekly team input.
- **Virtual and Onsite Reviews:** We conduct visits to assess:
 - Programmatic alignment with objectives
 - Financial accuracy of records and reimbursement requests
 - Technical compliance with system performance, safety, and regulatory standards

Issue Resolution and Continuous Improvement

- **Corrective Action Plans:** When issues arise, we provide tailored corrective actions and practical guidance.
- **Follow-Up Monitoring:** We verify the implementation of corrective measures to ensure restored compliance.
- **Ongoing Training:** Targeted training and technical support address gaps and reinforce sustainable compliance.

Examples of a Challenge and Resolution:

Challenge Example: In the early risk profiling, one risk is incoming meter quality (i.e. we receive a batch of meters that is poor quality).

Resolution: Now, when the actual issue came up that the vendor shipped the utility a batch of meters that had a manufacturing problem (they were programmed incorrectly). We first reviewed the shipments and inventory to assess what the impact would be to the schedule and then raised the issue with the vendor to address two questions: Did anything change with their processes and how can we be assured that this won't happen with another shipment or batch of meters? And what is the quickest way that you're going to keep on schedule (their options in this case were to manually correct the program of every meter and test/inspect them afterwards or get an emergency shipment to replace these). Once we had a plan in place to address the near-term issue, the vendor needed to create a CAR (corrective action plan) to ensure that this doesn't happen again.

What reporting tools or dashboards do you provide to track project progress and performance?

The Team has a number of proprietary tracking tools for tracking the progress of meter and network deployment. The information from these tools will be consolidated into progress reports provided to VIWAPA to show the current status of schedule and cost, key performance measurements, activities completed to date, upcoming activities, risks and issues being addressed, action items, and key decisions.

In addition, The Team will utilize Procore as it's PMIS system to provide comprehensive insights through robust reporting tools that enable the project team to monitor, analyze, and improve various aspects of project progress and performance.

How will you ensure seamless integration between the AMI system and existing utility systems (CIS, MDM, OMS, GIS)?

Based on the RFP response from Itron, Itron will be responsible for the systems integration for the integration between AMI systems (Both the AMI HES and the Installation Work Order Management System) and the CIS (CentralSquare NaviLine) and MDMS (SmartWorks MeterSense), as well as the integration between CIS and MDMS. Consequently, The Team's role and responsibility would be to work with VIWAPA to establish the critical business processes (Z2Solutions brings sample templates, so this exercise can be completed quickly) and business requirements and to participate in all of the requirements and design workshops.

Z2Solutions will review the design specifications and integration architecture that Itron establishes against the business requirements and industry best practices. Part of this review includes assurance that all exceptions are identified and exception resolution processes are identified. Z2Solutions then works with the systems integrator to review the test strategy, all possible test scenarios, and test scripts to ensure that the solution is properly tested; they then review the results of the testing and participate in the test status meetings to validate that the system is properly tested and will recommend the acceptance or rejection of these tests to VIWAPA. Finally, Z2Solutions will participate in and review the Cutover and Go Live planning and execution to ensure that the systems are moved to production and include all the required documentation.

Z2Solutions has provided the requirements design and QA review for every one of their clients and has developed the processes and provided training on this to many systems integrators.

What measures do you take to ensure data security and compliance with regulatory standards?

See above. As part of the integration review, Z2Solutions reviews the integration architecture to ensure that it identifies the templates and patterns used for each integration and the security method used. Z2Solutions applies industry standards to this review and will also work with VIWAPA's security officer to ensure compliance with the utility's standards.

How do you handle communication network design and ensure adequate coverage?

Z2Solutions will work with the Itron AMI network design team to review network sites as part of the site survey and approval process. Once a site is approved, Z2Solutions will again work with the Itron network deployment team to establish as-built documentation to support each selected site with the proper network documentation, equipment, backhaul, and deployment standards. Once the site is operational and meter deployment has begun Z2Solutions will work with Itron to implement the "no

meter left behind” standard as contractually agreed upon. Generally, Z2Solutions will work with Itron to create a per-site work process that will capture each of the following tasks:

- Site Approval
- Site Survey (initial inspection and field approval)
- SOW approved for each site
- Site ready for rigging and network component installation
- Site Electrical
- Backhaul Install and Commissioning

How do you conduct initial deployment testing and system acceptance testing?

One of the challenges with an AMI implementation is that the utility is unable to fully validate functionality, reliability and performance of the implementation services and the AMI technology until a volume of meters has been deployed and fully commissioned. Consequently, Z2Solutions has specified and designed the initial deployment testing and system acceptance testing used for modern AMI implementations to avoid pilots and wasted time while ensuring that the solution meets the requirements and reliability needed. Z2Solutions recommends an IDA (Initial Deployment Acceptance) Test and an SAT (System Acceptance Test) once the integrations have completed testing and been live, as the evaluation of the field deployment processes and quality as well as the performance of the AMI solution and operations.

The purpose of IDA is to have a quantity of meters that would represent enough variation of meter and customer types and expose most of the exceptions that can occur as these meters are deployed. This is typically 1,000 to 5,000 meters and based on the Itron RFP response, VIWAPA is planning to deploy approximately 3,000 meters on St. John which meets our recommendation. Once the meters are deployed, the AMI vendor should optimize and tune the network to certify that everything is operating at peak performance. Once certified, IDA encompasses three sets of tests/evaluations:

- Functional tests: The vendor will exercise all the functionality of the deployed solution including control transactions, firmware upgrades, etc. Some of these tests will be performed on lab meters (e.g. remote disconnect) to avoid impacts to customers.
- Deployment validation: The vendor will review the performance of the deployment including RTUs, skips, customer calls, failed installations, certifications, no meter left behind, etc. The purpose of the validation is to ensure that all the performance metrics and processes are being met and identify any processes which need to be updated or corrected. This will also identify any issues with the integrations that are related to deployment and billing and issues created in CIS. Finally, this demonstrates that the vendor can meet the proposed schedule and timeline.
- Performance and Operational test: The vendor will operate the system for 30 consecutive days and demonstrate that the MSaaS metrics can be met reliably. Additionally, all of the deployed meters in IDA will go through a billing cycle, so VIWAPA will report on the billing performance.

Passing IDA means that there is a high probability of completing the deployment for the rest of the meters and the system should operate at the expected performance. This also demonstrates that the expected exception rates should be manageable.

The purpose of the SAT is simply to validate that the fully deployed system is complete and operated at the high level of performance expected. Only the Performance and Operational Test from the IDA are

conducted. A review of all systems will be conducted to ensure that all meters have been exchanged and are operating at a minimum performance.

What performance metrics do you track, and how do you handle issues that arise during deployment?

The key performance metric for deployment is No Meter Left Behind because that ultimately impacts customer satisfaction and issues for VIWAPA. Z2Solutions has pioneered the No Meter Left Behind process and monitoring to ensure that AMI vendors are addressing any issues as quickly as possible and are not impacting the customer. This KPI provides a measure of the network design, the deployment processes, and the capabilities of the AMI network. Additionally, Z2Solutions has pioneered the real-time AMI network and has provided the technical assessment and monitoring of these real-time networks at the only three utilities which have implemented real-time (Consolidated Edison, SnoPUD #1, and Skelec). Several of the KPIs are tailored to validate the real-time nature of the solution.

The KPIs which Z2Solutions recommends are:

- No Meter Left Behind: See above.
- Meter Inventory: This is a weekly metric of the planned inventory vs. the actual inventory of new AMI meters ready for deployment. If actual < planned, then there is a risk of running out of meters and slowing deployment.
- Meter Deployment: This is a weekly metric of the planned installs vs. actual installs. If actual < planned, then the vendor should have a corrective action plan (CAP) to correct and if this metric continues to not be met for three consecutive weeks, a new CAP is required and this metric begins to be tracked on a daily basis.
- Meter Commissioning: This is a weekly metric of the number of meters deployed and commissioned within five days of the install (note that the deployment plan should show meters planned for install by week and commissioned by week). If actual < planned, then this will indicate the number of meters showing up in No Meter Left Behind will be higher than expected. This is related to No Meter Left Behind.
- RTU (Return to Utility): This is a weekly metric of the number of RTUs opened for the week, number of RTUs closed for the week, and number of RTUs open for more than a week. If the number of RTUs opened per week > 0.5%, then the vendor must provide a CAP for resolution because this metric is a direct cost to VIWAPA and an indication that the vendor is not doing enough to get meters installed. If the number of RTUs closed reduces and open for more than a week increases, then VIWAPA is not resolving RTUs quickly and a CAP is needed for how the vendor can help to reduce this or VIWAPA can reduce this. Further there will be an identification as to why the RTU was required that can include but not be limited to:
 - Lack of access to the customer service such as indoor meter, bad dog, locked location.
 - Meter box integrity due to mounting, rust, or signs of tamper.
 - Meter box safety due to signs of high temperature, jaw failure, or signs of wiring failure.
- Route Completion: This is a weekly metric of the time required to complete the deployment and commissioning of 100% of the meters (except RTUs) on the route. It's expected that routes are completed within six weeks and routes not completed within this period will impact VIWAPA for the need to continue to read these meters manually.

- **Customer Claims:** This is a weekly metric of the number of claims raised, number of claims paid, and number of claims denied.
- **Safety Tracking:** This is a weekly metric to record any safety-related issues that can include flashovers during meter install to driving-related issues.

How do you manage subcontractors and vendors to ensure accountability and efficiency?

As documented in detail in Appendix E: Draft Statement of Work (SOW), the management of subcontractors and vendors is a central responsibility of The Team and involves a structured, multi-faceted approach to ensure accountability and efficiency throughout the AMI program. Here's how The Team will manage subcontractors and vendors to ensure accountability and efficiency:

1. Clear Governance & Communication Structures

- **Program Governance Model:** Establishes decision-making hierarchy through a Program Team, Business Advisory Committee (BAC), and Executive Steering Committee (ESC).
- **Regular Reporting:** Weekly status updates, RAID (Risks, Assumptions, Issues, Decisions) log management, and performance reports are mandated.
- **Communications Plan:** Sets meeting cadences and defines communication flows across all parties.

2. Documented Roles & Responsibilities

- **RACI Matrix:** Defines which party is Responsible, Accountable, Consulted, and Informed for each task.
- **SOW & Contract Review:** The Team reviews all vendor contracts to ensure deliverables and responsibilities are fully understood and communicated to each vendor's project team.

3. Integrated Project Planning

- **Integrated Project Plan (IPP):** Consolidates schedules and deliverables from all vendors to track progress, dependencies, and critical paths.
- The Team maintains and updates the IPP, with input from vendors and oversight from VIWAPA.

4. Quality Assurance Oversight

- The Team is responsible for QA across:
 - Meter design and deployment
 - Network design and installation
 - Systems integration and acceptance testing
- Reviews and approves vendor deliverables, test plans, configuration documents, and installation results.

5. Structured Testing and Approval Gates

- Vendors must pass IDA and SAT, with The Team overseeing testing processes and recommending approval or further action.
- The Team reviews all test results, recommends acceptance of deliverables, and ensures system readiness before moving to the next phase.

6. Invoicing and Performance Monitoring

- Invoice Review Process: Vendors must comply with a formal invoice process reviewed by The Team and VIWAPA for validation before payment.
- Performance Penalties: The Team monitors deployment metrics and may impose penalties for underperformance or missed targets.

7. Training and Field Oversight

- The Team monitors field training and installation standards, audits work, and ensures adherence to safety and quality requirements.
- Participates in field audits, customer claim resolutions, and issue escalations with vendors.

This comprehensive framework ensures that vendors are held accountable, deliver as promised, and work efficiently within a well-defined structure.

Can you provide an overview of how you handle change orders and contract modifications?

For change orders or contract modifications to The Team's contract, we would follow the contractual change order process. Typically, this involves either party suggesting a change order or contract negotiation upon which The Team evaluates the request and establishes the cost, schedule or quality impact to the change and provides a proposal to VIWAPA to consider. The parties jointly agree to the change and then negotiate the change order terms/changes to the contract.

For change orders or contract modifications to the AMI vendor (or other vendors contracts for which The Team is responsible for vendor management), the change order process would need to follow the contractual change order process agreed to between VIWAPA and the vendor. In this case, The Team would evaluate the change order request and provide a recommendation to VIWAPA. Part of this recommendation may be "this is uncalled for and here's a recommended approach for resolution". For cases where The Team does not agree with the change order proposed by the vendor, The Team works for VIWAPA, but will provide some arbitration between the vendor and VIWAPA to attempt to come to a proposal that is acceptable to both.

What is your process for reviewing and validating invoices before submission?

The Team's invoice review process is structured, transparent, and ensures fiscal accountability through multiple layers of verification and approval. The following outlines each step of our standard procedure:

1. Initial Draft ("Pencil") Review

Prior to formal submission by the Contractor, a preliminary invoice draft is distributed via email one week in advance. This draft is reviewed collaboratively by VIWAPA, ODR, EY, and The Team. The review includes site observations from where The Team, EY, and ODR validate the accuracy and integrity of the payment request submitted by the contractor. Any discrepancies or questions are discussed during this session. The contractor then addresses all observations and submits a finalized, notarized version of the Pay Application for approval.

2. VIWAPA Approval

Once revised and approved, the notarized Pay Application is signed by VIWAPA for further processing.

3. Submission to VIDE and Payment Processing

VIWAPA submits the approved Pay Application along with supporting documentation to VITEMA/ODR. The request is reviewed by EY and VITEMA staff, who ensure all documentation

meets compliance standards. Once verified, VITEMA inputs the request into the ERP system. The payment then undergoes sequential approvals, including:

- VIWAPA Program Team
- VITEMA Account Specialists
- VITEMA Management
- ODR Financial Team
- Department of Finance (DOF)

This process typically takes one to two weeks but can be expedited to 1-3 days if urgency is communicated to all involved agencies.

4. Department of Finance (DOF) Approval and Drawdown

Upon final approval, DOF processes the payment and schedules it for a check run. Concurrently, VITEMA compiles and submits documentation to draw down funds from the FEMA account, confirming the use of Federal funds and ensuring compliance for audit purposes. The drawdown is typically completed the day after the check is issued. Once finalized, DOF notifies VITEMA for check pickup, and VITEMA coordinates distribution to the appropriate agency.

This multi-tiered process ensures financial integrity, timely resolution of discrepancies, and full compliance with Federal and local regulations.

What KPIs do you track throughout the AMI project lifecycle?

These KPIs are in addition to the KPIs identified for Deployment.

The Team recommends that project life cycle KPIs are kept to around 10 as more than this are hard to manage and less than this are too coarse to identify problems. These KPIs are VIWAPA's first view into the performance of the project. Z2Solutions recommends the following KPIs:

- **Schedule:** Key activities and milestones should be completed by the scheduled completion date 95% of the time for the Schedule to be Green.
- **Integration Testing:** Failed tests should be less than 10% in SIT and less than 5% in UAT to be Green (Numbers may be adjusted based on the Test Strategy).
- **Budget:** The cash flow for the project should be established at the start. Monthly spends should be within 10% of the cash flow and invoice payments are being processed within 60 days.
- **Network Deployment:** Network devices must be deployed and commissioned within 10 days of schedule and no network devices should be longer than 30 days off schedule to be Green.
- **Meter Deployment:** This would be one (or two) metrics from deployment above. Z2Solutions suggests a metric of planned commissioned vs. actual commissioned must be within 10 days of schedule and a metric of No Meter Left Behind.
- **Billing:** This would be the % of on-time bills vs. late/no bills broken out by AMI meters and non-AMI meters. For % on AMI meters this number should be > 95% to be Green.
- **Operations/MSaaS performance:** This is simply the monthly report of the SLAs (System Uptime, Pre-Optimization Register Read Performance and Optimized Register Read Performance).

How do you ensure continuous monitoring and improvement of the AMI system performance?

Because Itron is responsible for the AMI system performance and will have SLA around this, the only area where The Team can work to improve the performance is described below in our proposed post-implementation support. In addition, we will work with VIWAPA to ensure your operations and monitoring processes are fully documented and communicated internally and help to establish an Operational Maturity Model for VIWAPA (also described below).

What tools do you offer for real-time tracking and reporting of deployment status?

For Network Deployment tracking, the AMI vendor is responsible for maintaining a database of each network device as it progresses from survey to commissioning. The Team leverages this database (Itron uses Quickbase) to evaluate the following against the planned schedule:

- Site IFND Approved / Not Approved
- Site Surveyed / Requires New Survey
- Site Surveyed / Approved
- Site Surveyed / Abandoned
- Site Ready for Installation
- Site Under Construction
- Site SOW Completed
- Site Completed
- Site Commissioned

For Meter Deployment tracking, the AMI vendor is responsible for providing an installation WOMS (Work Order Management System) for tracking inventory and the meter deployment activities.

How do you manage punch list items and ensure a seamless project closeout?

The Team manages punch list items and ensures a smooth project closeout as a critical part of the AMI Program as outlined in Appendix E: Draft Statement of Work and outlined below:

1. Clearly Define Closeout Criteria

- The SOW specifies completion criteria for each phase (especially testing, deployment, and stabilization).
- An SAT is the final gate before project closeout, verifying the full solution meets business and performance requirements.

2. Create the Punch List

- After SAT, The Team:
 - Reviews Itron's SAT report.
 - Identifies any outstanding issues or incomplete deliverables.
 - Compiles these into a formal punch list for resolution before final acceptance.
- Items may include missed meters, integration gaps, performance tuning needs, or documentation corrections.

3. Conduct a Formal Review with Documentation

- The punch list is documented, tracked, and shared with VIWAPA and relevant vendors.
- Items are tracked through the RAID log for accountability and prioritization.
- The Team prepares an Itron Completion Recommendation Report to ensure all punch list items are completed.

4. Verify Vendor Resolution

- Vendors (e.g., Itron) must resolve punch list items as part of their contractual obligations.
- The Team verifies completion and provides recommendations for acceptance based on:
 - Issue resolution
 - System performance
 - Transition readiness

5. Oversee Final System Turnover

- The Team oversees and validates the handover of the system to operations, ensuring:
 - Documentation is complete.
 - Support and maintenance roles are defined.
 - VIWAPA personnel are trained and confident in operations.

6. Monitor Post-Closeout Issues

- Post-closeout, The Team leads a stabilization phase (~3 months):
 - Ongoing monitoring of performance metrics.
 - Regular reviews with VIWAPA and vendors.
 - Documentation of any lingering issues for follow-up.

7. Document Lessons Learned and Provide Final Reports

- The Team conducts a project review to capture lessons learned.
- A final Project Closeout Report is created, summarizing:
 - Final system performance.
 - Punch list resolution.
 - Operational readiness.
 - Recommendations for continuous improvement.

What post-implementation support do you offer?

Typically, with a turnkey project the utility has been working diligently to process and resolve all the installation and data issues within the CIS and MDMS. As a result, they have been focused on ensuring customers are minimally impacted by the deployment and less focused on operations. Consequently, the utility struggles in the first year of operations to switch from deployment mode to operations mode

and is not able to begin gaining value from the AMI Solution. Many advanced features such as outage management, distributed intelligence, reporting, etc. are not addressed during the deployment.

Consequently, The Team proposes post-implementation services for Operational Assessment and Stabilization for one year following system acceptance to ensure that the performance, exception management, and operational requirements are being consistently met and that VIWAPA has a strategic roadmap to receive the maximum value of the solution. These stabilization (or post-implementation) services would include:

- Establishing an AMI Operations Assessment Process and Metrics
- Reviewing the operational processes (AMI Monitoring, Exception Management, MDMS Monitoring and Reporting, etc.) with the VIWAPA team
- Reviewing the components of the AMI technology and training material with the VIWAPA team, as needed
- Developing an AMI Operations Maturity Model with goals for continuous improvement
- Establishing a vendor management process
- Updating Business Process Models
- Developing a Strategic AMI Roadmap, including plans for the DI (Distributed Intelligence) pilot and OMS integration or ODS implementation
- 3-month, 6-month, and 12-month operational assessment: The Team will review the VIWAPA operations and exception handling of the AMI solution to identify areas where:
 - Meters have excessive gap fill requests indicating that meter connectivity is not robust.
 - AMI network stability indicating backhaul-related issues such as carrier dropout or channel fading in rural areas.
 - AMI Solution SLA performance.
 - Field investigation and resolution timing.
 - Report usage and new requirements.
 - Defects and issues identified, resolved and still open.
 - Other items in the agreed upon Operational Assessment.
- Support the contract negotiations with Itron for the next term of MSaaS services.

Provide the following reference information regarding your most recent work(s):

The Team is providing references for work that is similar to VIWAPA as well as our most recent work. A list of references is shown below.

Barbados Light and Power (150K Electric Meters)

Contact: David Haynes – AMI Manager – David.haynes@blpc.com.bb

Period of Performance: June 2015 to December 2021

Z2Solutions is still providing support to BLPC, including hosting bi-weekly L+G user meetings between BLPC, Clay Electric, and Grand Bahama Power Company.

Project Cost: Not available due to NDA

Equipment: Landis+Gyr AMI (Gridstream RFMesh), Landis+Gyr MDMS (Gridstream), Oracle CIS

Work Scope: Create and execute an RFP for the selection of an AMI technology and MDMS, Create and execute an RFP for the selection of Outage Management System, AMI Contract Negotiations, AMI Strategic Roadmap, Business Process Design, Operational procedure design, Systems Integration, AMI Network Design Review, Deployment process design and oversight, System Acceptance, Ongoing support to the AMI Manager for system upgrades, technical problems, future direction, etc.

Clay Electric (150K Electric Meters)

Contact: Les Minor – Manager AMI Operations – (352) 745-0906

Period of Performance: May 2016 to September 2020

Z2Solutions is still providing support to Clay Electric, including hosting bi-weekly L+G user meetings between BLPC, Clay Electric, and Grand Bahama Power Company and RF Network review and support as requested.

Project Cost: Not available due to NDA

Equipment: Landis+Gyr AMI (Gridstream MeshIP), Siemens MDMS (EnergyIP), NISC (CIS)

Work Scope: Create business case and AMI justification; create and execute an RFP for the selection of an AMI technology; create and execute an RFP for the selection of an MDMS; create and execute an RFP for the selection of a meter installation vendor, AMI, MDMS and MIV contract negotiations, AMI strategic roadmap, business process design and design workshops, operational procedure design, systems integration, AMI network design review, deployment process design and project management for the meter deployment, vendor management, system acceptance, ongoing support to the AMI Manager for system upgrades, technical problems, future direction, etc.

Consolidated Edison (4M electric meters, 1M gas meters, 1M Natural Gas Detectors)

Contact: Tom Magee – AMI Project Director – MageeT@coned.com

Period of Performance: February 2015 to July 2023

Project Cost: \$1.3 billion

Equipment: Itron AMI, Siemens MDMS, Custom CIS (moved to Oracle CIS)

Work Scope: Create business case and AMI justification for Public Service Commission; create and execute an RFP for the selection of an AMI technology; create and execute an RFP for the selection of an MDMS; create and execute an RFP for the selection of a meter installation vendor; create and execute an RFP for the selection of a communications network installation vendor, AMI, MDMS, MIV, CNIV contract negotiations, AMI strategic roadmap, business process design and design workshops, operational procedure design, AMI Operations Control Center design and process development,

including readiness assessment, integration architecture development, systems integration support (business architect and QA), AMI network design review, deployment process design, system acceptance, design/test/deploy for first natural gas detector, program advisor to the AMI Director and IT Director.

Have you personally inspected the site(s) of the proposed work? Describe any anticipated problems with the site and your proposed solutions.

The Team has been on-island numerous times and understand the landscape, culture, and communities. The Witt O'Brien's team has several on-island resources and are familiar with the local environment and working conditions. The Z2Solutions team has been to the St. Thomas offices and were in the field for some of the inspections of the legacy AMI solution. As a result, The Team does not expect any issues.

Will you subcontract any part of this work? If so, give details.

Yes, Witt O'Brien's will subcontract the technical AMI SME components of the project management oversight to Z2Solutions. Z2Solutions brings deep technical expertise in AMI systems and will support tasks such as system integration oversight, technical compliance verification, and performance monitoring.

Witt O'Brien's and Z2Solutions will operate as an integrated team, collaborating across all phases of the project. This partnership leverages Witt O'Brien's program management and compliance strengths alongside Z2Solutions' technical AMI capabilities to ensure comprehensive, effective project execution aligned with VIWAPA's objectives.

Is the business a: Sole-Proprietorship, Partnership, Corporation? LLC? (circle one)

Witt O'Brien's is an established LLC in the USVI. Z2Solutions is an LLC with an S-Corp configuration. Please mark (with an X) the included documentation or accepted terms in your proposal.

Documentation Included	YES	NO
Bid Bond Included	-	X
Performance Bond Included	-	X
Payment Bond Included	-	X
Liquidated Damages Accepted	X	-
Insurance Included	X	-
General Contract Terms Accepted	-	X
Bid Bond Included	-	X
Payment Schedule Accepted	-	X
Valid VI Business License	X	-
Submittals (Project schedule, etc.)	X	-

Note: If any marked "NO", please explain:

Bid Bond, Performance Bond, Payment Bond: Per Addendum I, no bonds are required for this procurement.



General Contract Terms accepted: The Team has provided a small list of exceptions to the contract. The exceptions to the General Contract Terms are limited to those services which The Team would be providing as the general terms include the provision of equipment and labor. Also, The Team has taken a few exceptions to the Insurance Requirements as the Team is not providing any services which impact the environment or others.

Payment Schedule accepted: A payment schedule was not provided with this RFP. The Team has proposed a payment schedule. Payments to be made within 30 days; interest to accrue on past due amounts per *The Wall Street Journal* published Prime Rate plus 2% if not received according to contract terms. The Team reserves the right to stop work if payment plus interest is not received within 30 days of being past due.

The names of all persons interested in the foregoing proposal as principal are: (NOTE: If Offeror or other interested person is a corporation, give legal name of corporation, state where incorporated and names of president and secretary; if partnership, give name of firm and names of all individual co-partners composing the firm; if Offeror or other interested person is an individual, give first and last names in full.)

Witt O'Brien's USVI is registered as an LLC and is a wholly owned subsidiary of Witt O'Brien's, LLC. Witt O'Brien's USVI, LLC is located on St. Thomas, VI. Please see the list below of Corporate Officers.

- Guilherme Patini Borlenghi – CEO, President
- Gregory Fenton – Senior Managing Director, Corporate Solutions
- Cheryl Detillieu Joiner, CPCM – Director of Contracts & Compliance
- Michelle Pashko – Vice President, Human Resources

Are any current employees of the Authority involved in any way, shape or form with the preparation of the proposal or completion of the described work scope? If so, please describe.

No.

Licensed in accordance with 27 Virgin Islands Code Section 303 and with license number:

Witt O'Brien's: VI Business License # 1-39754-3L

Z2Solutions: VI Business License # 1-58310-2L.

SIGN HERE:



Signature of Offeror

(NOTE: If Offeror is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Offeror is a partnership, set forth the name of the firm together with the signature(s) of the partner or partners authorized to sign contracts on behalf to the partnership.)

Witt O'Brien's USVI, LLC



Business Address: Waterfront Center, Suite A, 72 Kronprindsens Gade
Charlotte Amalie, St. Thomas VI 00802

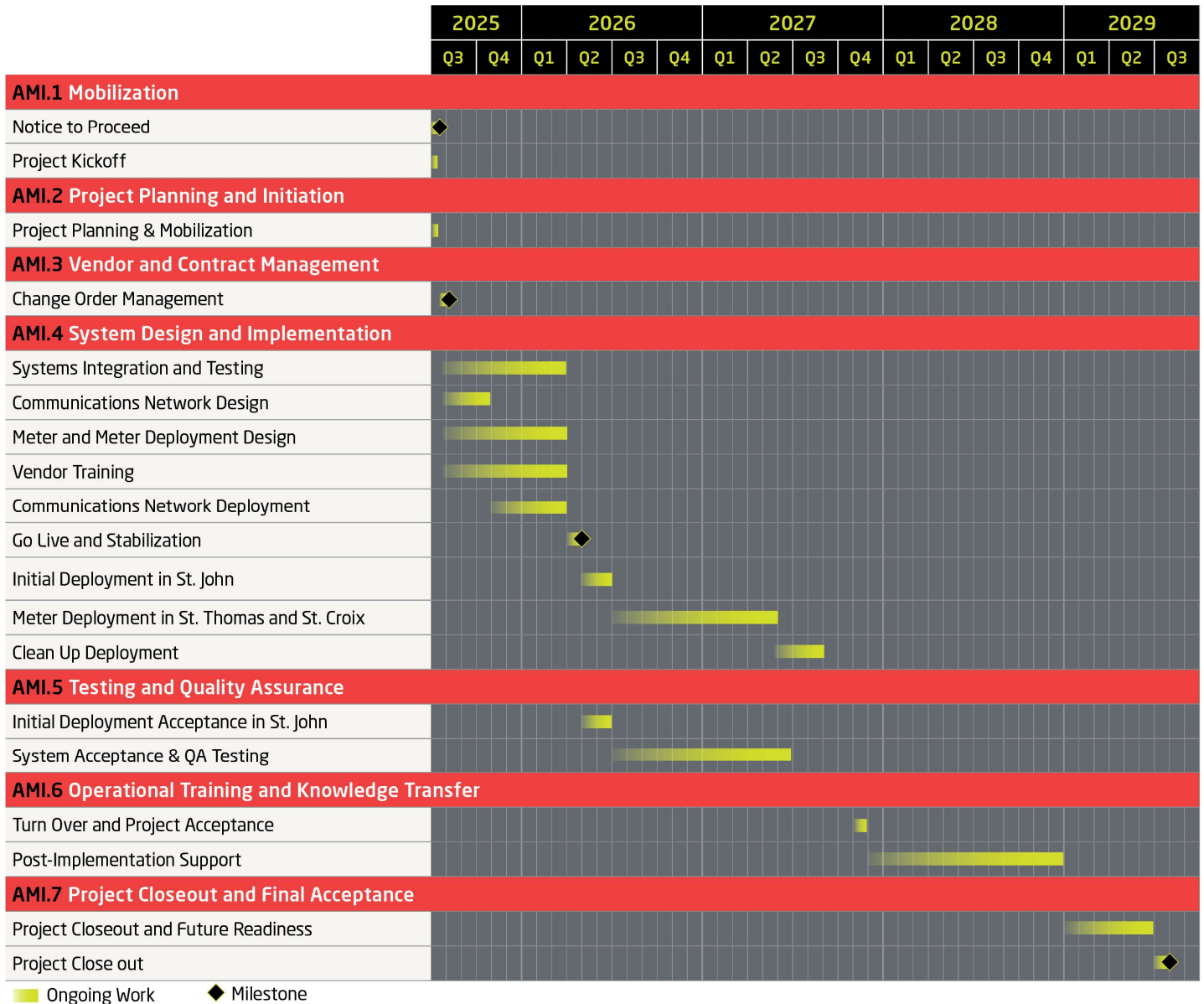
Telephone Number: +1 (281) 320-9796

Facsimile Number: +1 (281) 320-9700

APPENDIX B:

MANPOWER & TIME CHART

TIME CHART BY YEAR

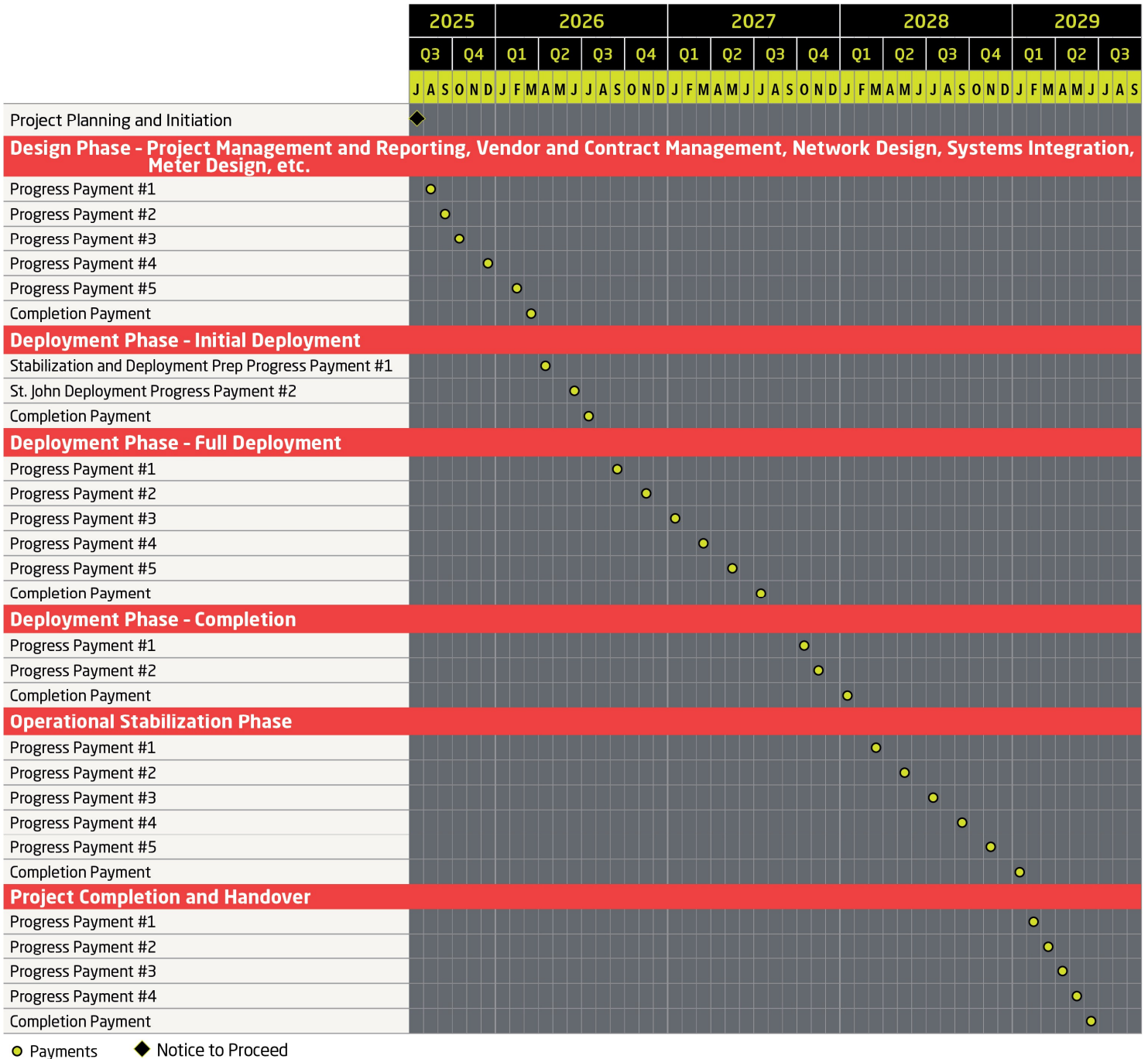


MANPOWER HOURS BY YEAR

Labor Category	Year 1	Year 2	Year 3	Year 4	Project Totals
Program or Deputy Director	96	120	96	96	408
Project Manager	1,560	1,622	1,688	1,560	6,430
Program Controls Manager	96	116	96	96	404
Schedule Manager	552	668	432	384	2,036
PMIS Manager	192	228	192	192	804
Communications Manager	192	228	192	192	804
Cost / Risk Manager	288	352	192	144	976
Project Management Support	528	664	560	528	2,280
AMI SME	2,016	3,511	3,008	1,464	9,999
Grand Total (hours)	5,520	7,509	6,456	4,656	24,141

APPENDIX C:

PAYMENT SCHEDULE



MILESTONE PAYMENTS FOR LABOR ONLY

Milestone	Payments¹
Mobilization – Upon receipt of NTP	\$ 760,818
Project Planning and Initiation – July 31, 2025	\$ 340,694
Design Phase	
Progress Payment #1 – August 31, 2025	\$ 162,747
Progress Payment #2 – September 30, 2025	\$ 162,747
Progress Payment #3 – October 31, 2025	\$ 325,494
Progress Payment #4 – December 31, 2025	\$ 325,494
Progress Payment #5 – February 28, 2026	\$ 162,747
Completion Payment – March 31, 2026	\$ 162,747
Deployment Phase – Initial Deployment	
Stabilization & Deployment Prep Progress Payment #1 – April 30, 2026	\$ 325,494
St. John Deployment Progress Payment #2 – June 15, 2026	\$ 198,872
Completion Payment – July 31, 2026	\$ 252,414
Deployment Phase – Full Deployment	
Progress Payment #1 – September 30, 2026	\$ 252,414
Progress Payment #2 – November 30, 2026	\$ 252,414
Progress Payment #3 – January 31, 2027	\$ 243,594
Progress Payment #4 – March 31, 2027	\$ 243,594
Progress Payment #5 – May 31, 2027	\$ 279,719
Completion Payment – July 31, 2027	\$ 328,266
Deployment Phase – Completion	
Progress Payment #1 – October 31, 2027	\$ 302,922
Progress Payment #2 – November 30, 2027	\$ 377,514
Completion Payment – January 31, 2028	\$ 279,882
Operational Stabilization Phase	
Progress Payment #1 – March 31, 2028	\$ 279,882
Progress Payment #2 – May 31, 2028	\$ 316,007
Progress Payment #3 – July 31, 2028	\$ 211,950
Progress Payment #4 – September 30, 2028	\$ 211,950
Progress Payment #5 – November 30, 2028	\$ 211,950
Completion Payment – January 31, 2029	\$ 105,975
Project Completion and Handover	
Progress Payment – February 28, 2029	\$ 105,975
Progress Payment – March 30, 2029	\$ 105,975
Progress Payment – April 30, 2029	\$ 105,975
Progress Payment – May 31, 2029	\$ 105,975
Completion Payment – June 30, 2029	\$ 105,975
Grand Total (for labor only)	\$ 7,608,176

Note:

- 1) Payments identified for labor services only. All non-labor-related project costs including fuel, airfare, car rental, lodging, per diem, supplies, and other indirect project expenses will be added to the invoice billed to VIWAPA at cost plus a 10% mark-up to cover taxes and general administrative and overhead expenses. All non-labor expenses will be pre-approved by VIWAPA prior to incurring them for the project and submitted with full supporting documentation in compliance with Federal guidelines for reimbursement.

APPENDIX D:

SCHEDULE OF RATES

Labor Category	Rate/Hour
Program Director	\$ 365.00
Deputy Director	\$ 335.00
Project Manager	\$ 305.00
Program Controls Manager	\$ 275.00
Schedule Manager	\$ 245.00
PMIS Manager	\$ 245.00
Communications Manager	\$ 245.00
Cost / Risk Manager	\$ 245.00
Project Management Support	\$ 215.00
AMI SME Year 1-2	\$ 350.00
AMI SME Year 3-4	\$ 370.00

APPENDIX E:

DRAFT STATEMENT OF WORK