



## INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and Open Access Technology International, Inc., a Minnesota corporation ("Contractor" or "OATI"), to be effective for all purposes July 1, 2023 ("Effective Date").

**WHEREAS**, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 23-42 ("RFP") on November 15, 2022, requesting proposals for Energy Trade Capture and Scheduling Software, as described in the RFP; and

**WHEREAS**, Contractor timely responded to the RFP by submitting a response dated December 15, 2022 ("Contractor's Response"); and

**WHEREAS**, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

**WHEREAS**, the Board of Public Utilities approved this Agreement at a public meeting held on June 21, 2023; and

**WHEREAS**, the County Council approved this Agreement at a public meeting held on June 27, 2023; and

**WHEREAS**, Contractor shall provide the County, software user access rights, services, and support ("Service") and furnish the Service as described below, to County.

**NOW, THEREFORE**, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

### **SECTION A. SERVICES:**

1. **Contractor Services.** Contractor shall supply an integrated scheduling software solution that will facilitate municipal/county electrical load forecasting, pre-scheduling, real time transactions, and "after the fact" reconciliation solution software in accordance with the services in this Agreement, the Compensation Rate Schedule (attached as Exhibit "A") the Contractor's Commercial Proposal (attached as Exhibit "B") and Contractor's Technical Proposal and Software Functional Descriptions, Technical Specifications, and Warranty (attached as Exhibit "C"). The solution to be provided is a Software-as-a-Service ("SaaS") product that is a cloud based and hosted software program developed, owned, and operated by Contractor. Authorized users will access the SaaS via local pc-based internet browsers and the internet through secure internet connections and protocols as provided in Exhibit "C". All data transmission, storage, and use will be protected pursuant to industry recognized standards and as provided in the Contractor's response to the RFP.

2. **webTrader Solution®.** Contractor shall furnish to County access to the webTrader Power Solution® with purchased User IDs. The accessible SaaS shall include, as provided in OATI's proposal document titled Volume II-Commercial Proposal ("Price Schedule") attached hereto as Exhibit "B", and which includes the modules and functionality of the webTrader Power Solution® features/modules: 1) the webTrader Report Generator feature/module, 2) the webCALC feature/module, 3) webTag feature/module (a.k.a. "Tagging" Solution), and 4) the webTrader EIDE. OATI shall provide access by the authorized users to the SaaS from the OATI Data Center located in Minneapolis, Minnesota, USA.
3. **webTrader User IDs and Use.** Contractor shall provide fifteen (15) User IDs for the provided SaaS. Granted and authorized User IDs and user access shall be provided pursuant to Contractor's technical specifications found in Exhibit "C". On payment of the required fee(s), as provided in Section C below, OATI grants County a nonexclusive right to use the SaaS. Legal title to the software is vested in OATI. There is no transfer of title of the OATI software from OATI to County by virtue of this Agreement. Title and ownership to County data entered into, residing in, and/or output from OATI software is and shall remain vested in County. County intends to use the subscribed webTrader according to generally accepted utility practice, present and future, and in accordance with past practice by the County for prior Contractor "Services".
4. **Fees.** In exchange for the access and use of the SaaS, County will pay to Contractor a monthly access fee ("Monthly Recurring Fee") as provided in Exhibit "A" and further described in Section C. Failure of the County to pay the Monthly Recurring Fees as found in Exhibit "A" permits the Contractor to restrict, suspend, or terminate the County user access. Contractor, prior to restricting, suspending, or terminating the access, will provide to County a fourteen (14) day notice to remit all delinquent and authorized fees. Resolution of a dispute on any payment or fee due shall be handled pursuant to the terms in this Agreement.
5. **Contractor On-site Services.** Contractor shall, upon County request provide on-site professional consulting assistance and training ("On-site Services") to County. Staffing and professional fees and costs for On-site Services shall be paid to Contractor at the hourly rate described in Exhibit "A". Travel, lodging, and other reimbursable and material costs related to the On-site Services shall be directly billed at the rates specified in Exhibit "A." The On-site Services shall be scheduled to occur only on a date and time via a written request of the County.
6. **OATI SSAE 16 Type II Audit Report.** Contractor shall provide to the responsible County Project Manager one print and one electronic copy of all OATI completed annual North American Electric Reliability Corporation ("NERC") Critical Infrastructure Protection ("CIP") Standards for Attestation Engagements No. 16 ("SSAE 16") Type II (or similar) audit reports. The report costs are included in the overall monthly/yearly SaaS service fees.
7. **NERC CIP Protection Assistance.** Contractor shall provide NERC CIP related compliance assistance that is included in the overall monthly/yearly SaaS fees.

**SECTION B. TERM:** The term of this Agreement shall commence and the webTrader Service shall begin on July 1, 2023 and shall continue through June 30, 2038, unless sooner terminated, as provided herein.

**SECTION C. COMPENSATION:**

1. **Amount of Compensation.** The total amount payable under this agreement for all Services and products identified herein shall be in accordance with the rates identified in Exhibit "A,"

and shall be payable according to the terms set forth below. The total compensation payable hereunder shall not exceed ONE MILLION SEVEN HUNDRED THIRTY-ONE THOUSAND TWO HUNDRED EIGHTY-ONE AND 91/100 DOLLARS (\$1,731,281.91), which amount does not include applicable New Mexico Gross Receipts Taxes ("NMGR").

- 2. Compensation of SaaS Fees.** County shall pay annual SaaS fees in a not-to-exceed amount for this agreement, as outlined in Exhibit "A," in the amount of ONE MILLION FIVE HUNDRED SIX THOUSAND TWO HUNDRED EIGHTY-ONE AND 91/100 DOLLARS (\$1,506,281.91), which amount does not include applicable NMGR. Annual SaaS Fees begin on the Effective Date of this Agreement and shall be invoiced monthly.
- 3. Deterrent to Use of Outdated Service Packs.** At anytime during the term of this Agreement, as described in Exhibit "A," County may be charged a ten (10) percent increase in its Monthly Fee for Contractor to maintain software versions older than the immediately preceding two (2) Service Packs. A contingency in the amount of SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$75,000.00) for such additional fees for Contractor to maintain software versions older than the immediately preceding two (2) Service Packs is included in the total not-to-exceed compensation amount above, (C)(1), but does not include applicable NMGR. Any such software fee increases during the term of this Agreement which exceed this specified contingency must be authorized by an Amendment to this Agreement, which must be approved by the Board of Public Utilities and County Council.
- 4. Compensation for Additional Optional Products, Customization, Professional Services, and Training.** At any time during the term of this Agreement, County may request additional optional products, customization, professional services, and training at County's sole option in accordance with the Compensation Rate Schedule in Exhibit "A" in a not-to-exceed amount for these additional optional products, customization, professional services, and training for this Agreement in the amount of ONE HUNDRED FIFTY-THOUSAND AND 00/100 DOLLARS (\$150,000.00), which amount includes all associated reimbursable travel and material costs, but does not include applicable NMGR.
- 5. Total Not-To-Exceed Compensation Amount (C)(1).** The Parties understand that County can only utilize Contractor's Services, as specified herein, throughout the term of this Agreement, in a manner that does not surpass the total not-to-exceed compensation amount for additional optional products, customization, professional services, and training, or deterrent fees, originally estimated by County and specified herein, unless approved by the Board of Public Utilities and the County Council. The Parties agree that they shall work in good faith to amend the not-to-exceed compensation amount, if applicable, to accommodate any additional Services. Any increase to the not-to-exceed compensation amount provided herein, must be authorized by an Amendment to this Agreement, which must be approved by the Board of Public Utilities and County Council. This provision shall not be construed to conflict with County's sole discretion to determine when Contractor's additional optional products, customization, professional services, and training are required or conflict with the agreed-upon SaaS fees as stated herein. It is the sole responsibility of the Contractor to ensure that all work performed does not exceed the current not-to-exceed amount of the Agreement or any subsequent Amendment. Any work performed under this Agreement by the Contractor where the costs exceed the then current not-to-exceed amount is not a just and lawful debt payable to the Contractor.
- 6. Invoices.** Contractor shall submit itemized monthly invoices for SaaS fees and separate itemized invoices for any additional customization, professional services, and training upon completion of those Services, to County's Project Manager showing amount of compensation

due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.

**SECTION D. TAXES:** Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement, which amounts shall be added to the Monthly Recurring Fees and, as applicable, to separate itemized invoices for any additional professional Services and training, and invoiced to County as specified in Section C above.

**SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL:**

- 1. Independent Contractors.** This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and will not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing the County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.
- 2. Users.** A User shall be limited to a human being using a workstation and a browser to connect to and interact with OATI webTrader Service for its designed and intended purposes. Programmatic access or retrieval of information or data is strictly prohibited unless specifically authorized in writing by OATI or provided by an OATI service. As between County and OATI only, County is responsible for all acts or omissions of its employees, agents and subcontractors regarding the use of webTrader in a manner contrary to the terms and conditions of this Agreement. This provision shall not be deemed or construed to waive any sovereign immunity granted County pursuant the NMSA Sect 41-4-1, et seq.

**SECTION F. STANDARD OF PERFORMANCE:** Contractor agrees and represents that it has and shall maintain the personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the services described herein in accordance with the industry standard of care for performance of the Service.

**SECTION G. DELIVERABLES AND USE OF DOCUMENTS:** Deliverables under this Agreement are limited in all cases to data entered into or residing in webTrader. OATI claims no right, title or interest in or to any data entered into or residing in webTrader.

**SECTION H. EMPLOYEES AND SUB-CONTRACTORS:** Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend, and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

**SECTION I. INSURANCE:** Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00). Professional Liability Insurance shall provide coverage for Services provided hereunder during the term of this Agreement and for a period of at least five (5) years thereafter.
5. **Cyber Insurance:** In addition to insurance required under the Agreement, Contractor shall, at its sole cost and expense, procure and maintain through the term of the Agreement and for two (2) years following the termination or expiration of the Agreement, cyber/network privacy insurance with limits of TWO MILLION DOLLARS (\$2,000,000.00) per claim/in aggregate. Such policy shall provide coverage for disclosures and/or breaches of County data arising out of or relating to Contractor's Services. Such policy shall also include coverage for the costs associated with restoring lost or damaged County data, sending breach notifications to affected individuals, public relations expenses, fines, and penalties. Such policy shall not contain exclusions for the acts or omissions of either Contractor, County, or their respective employees, agents, subcontractors, or volunteers, whether intentional or unintentional, resulting in or relating to any use of County data not expressly permitted by this Agreement. Contractor must notify County at least thirty (30) days prior to the cancellation or modification of such policy.

**SECTION J. RECORDS:** OATI inventories, documents, and maintains data flows for data within OATI applications and infrastructure. OATI will maintain, and make available to County, a copy of all such data online throughout the term of this Agreement, up to a maximum period of six (6) years. Contractor shall maintain, throughout the term of this Agreement and for a period of five (5) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available for inspection by County all such records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

**SECTION K. DUTY TO ABIDE:** Contractor shall abide by all currently applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement, provided however,

that in the event such laws, regulations, and/or policies require changes in the services being provided, Contractor shall identify any required changes in a written change document with assessment of associated impacts such as deliverables, schedules, and price adjustments. Identified changes will be implemented following mutual agreement and execution of the change document.

**SECTION L. NON-DISCRIMINATION:** During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability, or veteran status.

**SECTION M. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION:** County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that legal proceedings related to New Mexico torts and inspection of public records laws or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in the First Judicial District of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

**SECTION N. WAIVER OF JURY TRIAL:** In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or, relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

**SECTION O. INDEMNITY AND WARRANTY:**

1. Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof or the performance of Contractor's employees, agents, representatives and subcontractors.
2. Warranty. Limitation of Liability. OATI warrants to County that it has the right to provide the Services and grant the rights contained in this Agreement. Further, OATI warrants that the SaaS will operate as described in Exhibits "B" and "C".
3. EXCEPT AS PROVIDED IN THIS AGREEMENT, OATI MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. Neither Party shall be liable to the other for any special, punitive, or consequential damages arising out of the use, non-use or inability to use the SaaS, even if advised of the possibilities of such damages. County agrees that the SaaS is not consumer goods for purposes of international, U.S. Federal or U.S. State warranty laws. Direct damages to County arising out of a material breach of this Agreement shall be limited in the cumulative aggregate to FIFTY THOUSAND DOLLARS (\$50,000.00) or insurance amounts in Section I above, whichever is greater.

**SECTION P. FORCE MAJEURE:** Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

**SECTION Q. ASSIGNMENT:** Neither Party's rights and obligations hereunder shall be assignable without prior written consent of the other Party, provided, however, that either Party has the right to assign this Agreement in whole or in part to an entity acquiring all or substantially all of the business assets of the Party and which entity agrees to be bound by the provisions hereof, upon and no less than thirty (30) day notice to the other Party.

**SECTION R. LICENSES:** Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

**SECTION S. PROHIBITED INTERESTS:** Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder provided however, that it is not the intention of County that this Section P will impair Contractor's ability to provide Services to other Market Entities that may interact and compete with Los Alamos County during the normal course of marketing activities. Contractor further agrees that it will not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official in County, or manager or employee of County shall solicit, demand, accept, or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

**SECTION T. TERMINATION:**

1. **Generally.** The County Utilities Manager may terminate this Agreement with or without cause upon ninety (90) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement. In the event of termination by County under this section, OATI shall reimburse County for all prepaid fees for the prepaid months subsequent to termination date.
2. **Default.** Either Party has the right, without prejudice to any other available rights or remedies, to terminate this Agreement and any user right granted, on written notice to the other Party if such other Party (a) materially fails to perform any of its obligations under this Agreement or Attachment, which failure has not been corrected within a reasonable time after receipt of written notice thereof, or (b) takes action to liquidate and dissolve, becomes insolvent, suffers the appointment of a receiver, assigns all or part of its assets for the benefit of creditors, or is

involved in any proceeding (voluntary or involuntary) under any bankruptcy or insolvency laws. In the event of termination by County under this section, OATI shall refund to County a prorated portion of the Monthly Recurring Fee and release County from any obligations that become due after the date of termination.

3. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

**SECTION U. NOTICE:** Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

Project Manager, Deputy Utility Manager  
Power Supply  
Incorporated County of Los Alamos  
1000 Central Avenue, Suite 135  
Los Alamos, New Mexico 87544

Contractor:

Open Access Technology Int'l. Inc.  
Attn: Contracts Administration  
7901 Computer Avenue  
Bloomington, Minnesota 55435

With a copy to:

County Attorney's Office  
1000 Central Avenue, Suite 340  
Los Alamos, New Mexico 87544

**SECTION V. ENTIRE AGREEMENT AND INVALIDITY OF PRIOR AGREEMENTS:** This Agreement, with mutually executed attachments, supersedes any prior agreements and contains the entire agreement of the Parties and all representations with respect to the subject matter hereto. Any prior correspondence, memoranda, or agreements, except those specifically attached hereto and incorporated herein, are replaced in total by this Agreement and the attachments hereto. The schedules and attachments to this Agreement form an integral part of this Agreement and contain obligations and remedies which are part of this Agreement. The attachments are as follows:

1. Exhibit A: Compensation Rate Schedule
2. Exhibit B: Commercial Proposal, including the Cost Summary Worksheet provided in Contractor's Response to Exhibit "F" of the RFP.
3. Exhibit C: Technical Proposal and Software Functional Descriptions, Technical Specifications, and Warranty, including Contractor's Response to Exhibit "E" of the RFP.

#### **SECTION W. MISCELLANEOUS PROVISIONS:**

1. **Intellectual Property Indemnification.** All royalties or other charges for any patents, trade secrets, trademarks copyrights or other proprietary rights associated with the use of the OATI software shall be considered as included in the Monthly Recurring Fee. OATI represents and warrants that the SaaS including, without limitation, each component, module and any unit or part thereof, and County's use thereof as permitted under this Agreement, shall not infringe upon or violate any United States patent or copyright of any third party. In the event of a third



party claim against County asserting such a claim involving the webTrader, OATI shall defend or settle the claim, at its expense, and shall indemnify County against any loss, cost, expense, or judgment resulting from or arising out of the claim, for the full amount of the claim whether or not the claim is successful, provided that County notifies OATI in writing within a reasonable time after County first receives written notice of the claim and gives OATI necessary authority, available information, and reasonable assistance for the defense or settlement of the claim. County may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the cost of such representation including, but not limited to attorney fees and expenses, shall be paid by County.

In the event said SaaS or any part thereof is in such suit held to constitute an infringement and the use of such software or part is enjoined and/or shall require the payment of any royalty, license, or other payment to any third party, OATI shall, at its expense and without diminishing its obligations hereunder, either (a) procure for County the right to continue using said webTrader or parts at no cost or charge to County, (b) replace same with a non-infringing webTrader which is equivalent in function, or (c) modify it so that it becomes non-infringing yet equivalent in function.

2. **Survival.** The provisions of this Agreement which by their sense and context are intended to survive the performance thereof by either or both Parties, or where the County has an equitable interest in the survival of any provision due to the payment of money to OATI, such provisions shall survive the completion of performance and/or termination of this Agreement.
3. **Changes.** Any changes to this Agreement, including any changes required because of substantive changes in functional requirements or specifications (Changes in Scope) will be made pursuant to written change documents executed by both OATI and County prior to either party beginning or undertaking any effort.
4. **Amendments.** Any amendments or Change Orders to this Agreement negotiated between the Parties shall be in writing and signed by County and OATI.
5. **Captions.** Captions are for convenience only and shall not be deemed part of the contents of this Agreement.
6. **Parties in Interest.** This Agreement shall be binding upon and inure solely to the benefit of the Parties hereto and their permitted assigns, and nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights or remedies of any nature under or by reason of this Agreement.
7. **Waiver.** The waiver of any of the rights or remedies arising pursuant to this Agreement on any occasion by any Party shall not constitute a waiver of any rights or remedies in respect to any subsequent breach or default of the terms of this Agreement.
8. **Nondisclosure Agreement.** The incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act (1978) NMSA §§14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.
  - a. During the Term of this Agreement, the Parties ("Disclosing Party" and "Recipient", as applicable) anticipate that they will disclose certain proprietary or confidential business information and trade secrets and County's data received by OATI or OATI has stored on the OATI system ("Confidential Information") to one another.
  - b. OATI agrees to maintain the confidentiality of the identity of County's data with that degree of care exercised by OATI with respect to the security and protection of its Confidential

Information and using no less than a reasonable degree of care. With regard to County's other Confidential Information and with regard to OATI's Confidential Information, the Recipient agrees to hold and use the Confidential Information in confidence. This Confidential Information shall be made available for use by the Recipient for the sole purpose of providing the SaaS to County under this Agreement, or in County's case for the purpose of using the SaaS for their intended purposes. Recipient shall use the Confidential Information for the foregoing purposes only and shall make no other use of the Confidential Information without the express prior written consent of the Disclosing Party. Further, the Recipient shall take reasonable precautions to limit the disclosure of the Confidential Information to those of its employees only on a need-to-know basis consistent with the purpose for which the Confidential Information is made available to the Recipient, and except as provided otherwise in this Agreement. The degree of care exercised by the Recipient with respect to the security and protection of the Confidential Information shall not be less than the degree of care exercised by Recipient with respect to its proprietary and confidential information, and no less than a reasonable degree of care.

- c. Recipient shall protect and ensure its participating subcontractors, agents, or associates will protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the confidential information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation, or liability to the Discloser.
- d. The Disclosing Party retains all right, title and interest in and to the Confidential Information, and except as otherwise expressly provided herein, no license or other right is hereby transferred or granted to the Recipient, including any license by implication, estoppel or otherwise, under any patent, trade secret, trademark or copyright now held by, or which may be obtained by, or which is or may be licensable by the Disclosing Party. The Recipient is prohibited from selling, leasing, licensing, or otherwise in any manner directly or indirectly, assigning, transferring or disposing of any portion of the Confidential Information.
- e. Nothing in this Agreement shall limit the Recipient's use of disclosure of information which: (1) is generally known or available on an unrestricted basis to the public; (2) is already in the Recipient's possession in writing without restriction as to its use or disclosure prior to its receipt from the Disclosing Party; (3) is acquired by the Recipient on an unrestricted basis from any third party, provided that the Recipient does not know or have any reason to know, or is not informed subsequent to disclosure by such third party and prior to disclosure by the Recipient, that such information was acquired under an obligation of confidentiality; or (4) is independently developed by the Recipient without reference to the

Confidential Information or other information that the Disclosing Party has disclosed in confidence to any third party.

- f. The Recipient recognizes that unauthorized use or disclosure of the Confidential Information may give rise to irreparable injury to the Disclosing Party, inadequately compensable in damages, and that the Disclosing Party may seek injunctive relief against the breach or threatened breach of the Recipient's obligations under this Agreement, in addition to any other legal remedies which may be available to the Disclosing Party, at law or in equity.

**9. Choice of Law.** Except as otherwise specifically provided herein, this Agreement shall be governed and construed and enforced in accordance with the laws of the State of Minnesota.

**10. Severability.** If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

**SECTION X. CAMPAIGN CONTRIBUTION DISCLOSURE FORM:** A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

**SECTION Y. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES:** Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

**SECTION Z. DUPLICATE ORIGINAL DOCUMENTS:** This document may be executed in two (2) counterparts, each of which shall be deemed an original.

**SECTION AA. NEGOTIATED TERMS:** This Agreement reflects negotiated terms between the parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

(This section intentionally left blank)

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

**ATTEST**

**INCORPORATED COUNTY OF LOS ALAMOS**

\_\_\_\_\_  
**NAOMI D. MAESTAS**  
**COUNTY CLERK**

**BY:** \_\_\_\_\_ **DATE**  
**PHILO S. SHELTON III, P.E.**  
**UTILITIES MANAGER**

**Approved as to form:**

\_\_\_\_\_  
**J. ALVIN LEAPHART**  
**COUNTY ATTORNEY**

**OPEN ACCESS TECHNOLOGY**  
**INTERNATIONAL, INC., A MINNESOTA**  
**CORPORATION**

**BY:** \_\_\_\_\_ **DATE**  
**SASAN MOKHTARI, PH.D.**  
**PRESIDENT & CEO**  
**CONTRACTS@OATI.NET**

**Exhibit “A”**  
**Compensation Rate Schedule**  
**AGR23-42**

Contractor shall, throughout the Term of this Agreement, provide Services at the rates specified herein. Contractor shall honor the rates provided for herein for any additional optional product or Service requested by the County throughout the Term of this Agreement.

**Table 1. SaaS - Software Fees**

All fees shown in Table 1 are included in the not-to-exceed (NTE) amount of this Agreement in Section C. Compensation and include the following:

- Fifteen (15) user IDs for OATI webTrader, Current County Production Service, which include OATI webCares Digital Certificates.
- OATI webTrader EIDE Functionality
- Access to the webTrader Power Solution®
- OATI SSAE 18 SOC 2 Type II Audit Reports.
- NERC CIP Protection Assistance
- Communications over public internet. VPN and OATInet are available for an additional fee and can be quoted upon request by County, as described in Table 2 in Optional Products or Customization
- Pursuant to Section J. Records, Customer data are retained for the lesser of the contract term or 6 years. Online data access is included for 36 months. System log data are retained for a minimum of 7 days.

Monthly Recurring Fees shall begin on the Effective Date of this Agreement and shall be invoiced monthly throughout the Term of this Agreement.

<b>Year</b>	<b>Total Annual Fees</b> (Escalated by 2.5% on an annual basis)	<b>Monthly Recurring Fees</b> (Annual Fee/12)
Yr. 1	\$84,000.00	\$7,000.00
Yr. 2	\$86,100.00	\$7,175.00
Yr. 3	\$88,252.50	\$7,354.38
Yr. 4	\$90,458.81	\$7,538.23
Yr. 5	\$92,720.28	\$7,726.69
Yr. 6	\$95,038.29	\$7,919.86
Yr. 7	\$97,414.25	\$8,117.85
Yr. 8	\$99,849.61	\$8,320.80
Yr. 9	\$102,345.85	\$8,528.82
Yr. 10	\$104,904.50	\$8,742.04
Yr. 11	\$107,527.11	\$8,960.59
Yr. 12	\$110,215.29	\$9,184.61
Yr. 13	\$112,970.67	\$9,414.22
Yr. 14	\$115,794.94	\$9,649.58
Yr. 15	\$118,689.81	\$9,890.82
<b>Total Not to Exceed</b>	<b>\$1,506,281.91</b>	

**Table 2. Deterrent to Use of Outdated Service Packs and Additional Optional Products, Customization, Professional Services, and Training**

Item	Description and Fees
<b>Deterrent to Use of Outdated Service Packs - Ten Percent (10%) Increase to Maintain Older Versions</b>	County shall be subject to a ten percent (10%) increase in its Monthly Recurring Fee to maintain versions older than the immediately preceding two (2) Service Packs. As described in Section C., a contingency in the amount of \$75,000.00 for such additional fees for Contractor to maintain software versions older than the immediately preceding two (2) Service Packs is included in the not-to-exceed total compensation.
<b>Discount for New Functionality and Modules</b>	Contractor shall offer a twenty-five percent (25%) discount off the price of any new functionality added to this Agreement when a new module or service is added during the Term of this Agreement.
<b>Optional Products or Customization</b>	County may, at County's sole option, throughout the Term of this Agreement, purchase optional products or modules offered by Contractor or request customized programs or functionality, as described in Exhibit "C" Section 4.X. that enhance current software functionality, which may be offered to County by Contractor at no additional cost, or which may be purchased by County at for an additional cost, which shall be discounted by 25% by Contractor from its then-current price, and agreed upon by both Parties prior to authorization of work and implementation. These may include, but are not limited to, webEIM and webSmartOMS as described in Exhibit "C." Hourly rates associated with any such implementation shall not exceed those stated herein. To request optional products, functionality, or customization, County shall follow the process described in Exhibit "C" Section 4.X.c.. Any such agreed-upon product, functionality, or customization that substantially changes the functionality or specifications of the software or Services described herein shall be incorporated through Amendment to this Agreement.
<b>Hourly Time and Material Rates for OATI Professional Services</b>	County may, at County's sole option, request OATI Professional Services throughout the Term of this Agreement. OATI Professional Services provide specialized OATI staff to assist County with product deployment efforts and include, but are not limited to, tasks such as business process analysis, OATI consulting efforts, and specified detailed customer desired testing. <b>Hourly rates quoted for such Professional Services shall not exceed \$240.00 per hour per person.</b>
<b>Training</b>	County may, at County's sole option, request that Contractor provide training, which may be provided remotely or on site as agreed-upon by both Parties. Training shall be provided throughout the Term of this Agreement at no additional cost to County, except that County shall pay all approved reimbursable travel and associated material costs as described herein. All training must be approved in writing and coordinated with County's Project Manager.
<b>Travel</b>	Contractor's travel shall be charged at actual cost. Copies of all travel expenses must accompany invoices submitted to County and shall only include the following.  <ol style="list-style-type: none"> <li>1. The most economical means of transportation shall be used, commercial airlines coach fare rates;</li> <li>2. Business-related tolls and parking fees;</li> <li>3. Rental car, taxi service or shuttle services;</li> </ol>

	<ol style="list-style-type: none"> <li>4. Mileage shall be reimbursed at the standard mileage rate for business miles driven as established from time to time by the Internal Revenue Service;</li> <li>5. Hotel or motel lodging;</li> <li>6. Meals, per Los Alamos County Travel Policy, currently \$60.00 per diem daily;</li> <li>7. Internet connectivity charges;</li> <li>8. Any other reasonable costs directly associated with conducting business with County.</li> <li>9. If reimbursement for lodging or airfare is sought and no receipt is furnished by Contractor showing the actual cost, the travel expense shall be deemed unreasonable and un-reimbursable.</li> </ol> <p>Travel Expenses not allowed are as follows:</p> <ol style="list-style-type: none"> <li>1. Entertainment; in-room movies, games, etc. and</li> <li>2. Alcoholic beverages, mini bar refreshments or tobacco products.</li> </ol>
<b>Total Not-to-Exceed for Additional Optional Products, Customization, Professional Services, and Training</b>	Fees for additional Optional Products, Customization, Professional Services, and Training, excluding the Deterrent to Use of Outdated Service Packs, shall not exceed \$150,000.00 throughout the Term of this Agreement, unless otherwise amended as described in Section C.

**Exhibit “B”  
Commercial Proposal  
AGR23-42**

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LOS ALAMOS COUNTY

**RESPONSE TO REQUEST FOR PROPOSAL  
NUMBER: 23-42 FOR ENERGY TRADE CAPTURE  
AND SCHEDULING SOFTWARE**

**VOLUME II - COMMERCIAL PROPOSAL**

DECEMBER 15, 2022

**PROPRIETARY AND CONFIDENTIAL**

**The Smarter Future of Energy**



**OPEN ACCESS TECHNOLOGY INTERNATIONAL, INC.**

3660 Technology Drive NE | Minneapolis, MN 55418 | Phone 763.201.2000 | Fax 763.201.5333 | [oati.com](http://oati.com)

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## **PROPRIETARY NOTICE**

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Open Access Technology International, Inc. (OATI) provides to Los Alamos County (LAC) the following Pricing for OATI webTrader. This pricing is to meeting the needs of the Request for Proposal (RFP) term of 15 years.

OATI is pleased to offer LAC, as part of this 15 year extension, twenty five percent (25%) off of the current Monthly Recurring Fees to start the term of this renewal, and twenty five percent (25%) off of the price of any new functionality added to the current webTrader Agreement when the new module or service is added during the 15 year term.

**Service Solution (Hardware/Software hosted and maintained at the OATI Data Centers)**

Item	Service Initiation Fee (USD)	Annual Recurring Fee (USD)	Comments
OATI webTrader Current LAC Production Service  OATI webTrader EIDE Functionality  Includes Existing webTrader User IDs	N/A as this is a Service Extension pricing	Yr. 1: \$84,000.00 Yr. 2: \$86,100.00 Yr. 3: \$88,252.50 Yr. 4: \$90,458.81 Yr. 5: \$92,720.28 Yr. 6: \$95,038.29 Yr. 7: \$97,414.25 Yr. 8: \$99,849.61 Yr. 9: \$102,345.85 Yr. 10: \$104,904.50 Yr. 11: \$107,527.11 Yr. 12: \$110,215.29 Yr. 13: \$112,970.67 Yr. 14: \$115,794.94 Yr. 15: \$118,689.81	For base webTrader. Includes access to Production and Development Environments, and sustainment Software maintenance.  During sustainment, includes Project Management and 7x24 Support Services. Customer pays all travel.  For Registered Entity Code LAC.
<b>Optional:</b> OATI Professional Services	T&M at \$240.00/hour	N/A	OATI Professional Services provide specialized OATI staff to assist customer with product deployment efforts and may include tasks such as business process analysis, OATI consulting efforts, specific detailed customer desired testing, etc.
OATI SOC 2 Attestation Report	Included	Included	Includes copy of OATI Annual SOC 2 Attestation Report.
Totals	N/A	\$1,506,281.91	Annual pricing for Year 1 of 15. Escalation is 2.5% per annum.

**Pricing Notes:**

1. All other OATI services are separate from these services quoted above (webSmartTag, Congestion Management, etc.).
2. All OATI travel is invoiced at OATI actual cost for OATI travel services.
3. Pricing includes communications over public internet. Additional communication services such as VPN and OATInet are available for an additional fee and can be quoted upon request by customer.

4. Pricing is based upon a 15 year term. OATI Fees will be escalated by 2.5% on an annual basis.
5. Annual Recurring Fee shall commence on the date customer has executed Renewal Agreement.
6. Customer data are retained for lesser of contract term or 6 years. Online data access is included for 36 months. System log data is retained for a minimum of 7 days.
7. User IDs include the OATI webCARES Digital Certificates.
8. Customer will be subject to 10% increase in its Monthly Fee to maintain versions older than the immediately preceding 2 Service Packs. OATI may not support versions older than the immediately preceding 4 Service Packs.
9. Commercial pricing is valid for acceptance until April 01, 2023.

**Exhibit “F”**  
**COST SUMMARY WORKSHEET**

**RFP NO: 23-42**  
**RFP Name: Energy Trade Capture and Scheduling Software**

**\*This attachment shall be returned with the RFP submittal.\***

**Offerors may use their own document and format, as long as the requested information from this Exhibit is included. An editable MS Word version of this exhibit can also be downloaded from the County’s website at the following address:**

[https://www.losalamosnm.us/government/departments/administrative\\_services/procurement/bids\\_rfp\\_s](https://www.losalamosnm.us/government/departments/administrative_services/procurement/bids_rfp_s)

Offeror (Company Name): [Open Access Technology International, Inc. \(OATI\)](#)

Propose, using Exhibit “F” or Offeror’s own similar document, costs for all services, defined clearly in individual line items, and any optional services Offeror may provide that may not be otherwise identified in the requested Scope of Services of the RFP. **If using Offeror’s own similar document, additional items and information may be added as long as Offeror provides, at a minimum, the requested information on Exhibit “F.”**

Provide costs for all services (including optional services) for all fifteen (15) years of the term of an Agreement. Offerors may propose annual cost escalators for future years of an agreement. County will consider, but is under no obligation to accept future year unit prices based on a specified dollar amount, a percentage, or some other formula (e.g., a specific Consumer Price Index.) If Offerors are unable to propose pricing for fifteen (15) years, County may consider contracting for a shorter term. Please propose pricing for each year of a potential agreement for however many years Offeror chooses to propose.

**Offerors should note that the ability to provide services and pricing for a fifteen (15) year Agreement term is a scored evaluation criteria.**

County is prohibited from entering into a cost-plus-a-percentage-of-cost contract, as described in the Proposal Format section of the RFP. For example, “cost of travel + 10%” would be prohibited.

**Table 1. Software Costs**

	<b>BASE SOFTWARE COSTS</b> Summarize Services and name any modules included in the proposed software costs. <b>Software service periods should begin “upon the Effective Date of an Agreement,”</b> or other date as proposed by Offeror and accepted by County, with the understanding that Services cannot begin until an agreement has been awarded and fully signed by both parties.	<b>COST</b>
<b>Year 1</b>	<a href="#">OATI webTrader Service</a>	<a href="#">\$84,000.00</a>
<b>Year 2</b>	<a href="#">OATI webTrader Service</a>	<a href="#">\$86,100.00</a>
<b>Year 3</b>	<a href="#">OATI webTrader Service</a>	<a href="#">\$88,252.50</a>
<b>Year 4</b>	<a href="#">OATI webTrader Service</a>	<a href="#">\$90,458.81</a>
<b>Year 5</b>	<a href="#">OATI webTrader Service</a>	<a href="#">\$92,720.28</a>
<b>Year 6</b>	<a href="#">OATI webTrader Service</a>	<a href="#">\$95,038.29</a>
<b>Year 7</b>	<a href="#">OATI webTrader Service</a>	<a href="#">\$97,414.25</a>
<b>Year 8</b>	<a href="#">OATI webTrader Service</a>	<a href="#">\$99,849.61</a>
<b>Year 9</b>	<a href="#">OATI webTrader Service</a>	<a href="#">\$102,345.85</a>
<b>Year 10</b>	<a href="#">OATI webTrader Service</a>	<a href="#">\$104,904.50</a>

Year 11	OATI webTrader Service	\$107,527.11
Year 12	OATI webTrader Service	\$110,215.29
Year 13	OATI webTrader Service	\$112,970.67
Year 14	OATI webTrader Service	\$115,794.94
Year 15	OATI webTrader Service	\$118,689.81
	<b>TOTAL BASE SOFTWARE COSTS</b>	<b>\$1,506,281.91</b>
	<b><u>OPTIONAL SOFTWARE COSTS</u></b> Offerors may propose optional software related costs, in addition to those already proposed to meet the base scope of services. If proposing any additional optional software costs, please describe those below for each year of the term of an Agreement.	
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		
Year 7		
Year 8		
Year 9		
Year 10		
Year 11		
Year 12		
Year 13		
Year 14		
Year 15		
	<b>TOTAL OPTIONAL SOFTWARE COSTS</b>	

**Table 2. Year 1 Initial Project Management and Implementation Costs**

<p>Offerors are asked to provide all applicable costs for initial project management and implementation, including any hourly fees or direct reimbursable costs. If proposing progress payments throughout Project implementation, Offerors by submitting a Proposal, understand that the County will only pay for services successfully provided and accepted as complete by the Project Manager, should describe in their RFP response their process for obtaining acceptance of completion by the Project Manager, and should describe at which stages or phases in the implementation payment would be requested by the Contractor.</p>		
<b>Cost Category As Applicable (Please Insert More Lines Where Necessary)</b>	<b>Unit Cost</b>	<b>Total</b>
Costs per Each Phase/Task (Including the Project Initiation Meeting)		N/A
Hourly Rates Per Employee		N/A
Consulting Fees Included in Year 1 Project Implementation (Describe all consulting below in Table 3.)		N/A
Training Fees Included in Year 1 Project Implementation (Describe all training below in Table 3.)		N/A
Direct or Reimbursable Costs (Including, materials, *travel and number of trips anticipated)		N/A
<b>Subtotal Year 1 Project Management and Implementation Base Fees</b>		N/A
<b>Provide Costs for Any Optional Fees</b>		
Optional Fee 1		N/A
Optional Fee 2		N/A
Optional Fee 3		N/A
<b>Subtotal Year 1 Project Management and Implementation Optional Fees</b>		N/A
<b>TOTAL COST FOR YEAR 1 Project Management and Implementation</b>		N/A
<p><b>*Travel Guidelines</b>  <i>If Offeror's travel costs are proposed as direct reimbursable costs, copies of all travel expenses must accompany invoices submitted to County and shall only include the following:</i></p> <ol style="list-style-type: none"> <li>1. The most economical means of transportation shall be used, commercial airlines coach fare rates;</li> <li>2. Business-related tolls and parking fees;</li> <li>3. Rental car, taxi service or shuttle services;</li> <li>4. Mileage shall be reimbursed at the standard mileage rate for business miles driven as established from time to time by the Internal Revenue Service;</li> <li>5. Hotel or motel lodging;</li> <li>6. Meals, per Los Alamos County Travel Policy, currently \$60.00 per diem daily;</li> <li>7. Internet connectivity charges;</li> <li>8. Any other reasonable costs directly associated with conducting business with County.</li> <li>9. If reimbursement for lodging or airfare is sought and no receipt is furnished by Contractor showing the actual cost, the travel expense shall be deemed unreasonable and un-reimbursable.</li> </ol> <p><i>Travel Expenses not allowed are as follows:</i></p> <ol style="list-style-type: none"> <li>1. Entertainment; in-room movies, games, etc. and</li> <li>2. Alcoholic beverages, mini bar refreshments or tobacco products.</li> </ol>		

**Table 3. Training and Consulting Costs.**

Offerors are asked to describe all training and consulting that Offeror may provide throughout the term of an Agreement and provide costs for each year of the Agreement term proposed.

**A. For each training offered throughout the term of an Agreement provide the following information:**

1. Title of the training
2. Description of training
3. Is this training only offered during initial implementation or would it be offered throughout the term of an Agreement?
4. Format of training (i.e., virtual or on-site)
  - a. If virtual, who would be responsible for scheduling and setting up the virtual training?
  - b. If on-site, how many of Offeror's staff would attend, and would there be travel costs?
5. Length of the training (using hours, not days).
6. Total number of sessions offered (use "Upon County Request" if there is no limit to the number of sessions offered).
7. Total number of County attendees allowed at each session.
8. Costs per session for each training offered for each year of the Agreement term proposed (up to 15 years).

OATI offers training throughout the term of the agreement through a number of different channels. Any LAC employee can attend all OATI training sessions. All training can be done via web meeting or on-sight at LAC's option. LAC would pay any approved travel costs associated with on-sight training.

Customers can contact their PM with questions and training on specific requirements and processes. Generic training is offered throughout the year in a webinar format. This training allows customers to familiarize themselves and be trained on current or new functionality and upgrades in the solution as part of any new items in a standard release. This training is more "ad-hoc" and done in the regular project meetings or as needed on a daily basis. There is no cost associated with this type of training.

OATI also offers training periodically throughout the year for users who need "webTrader 101" or "webTrader 201" type training. This training is offered by the OATI Academy training team.

In addition, LAC can request specific training to be scheduled as needed. This training can be via web meeting or in person (LAC pays all approved travel costs as per OATI travel policy). Any costs associated with this training will depend on the frequency and requirements of the training. An example of this training would be a specific Western EIM Market interaction training session where OATI Subject Matter Experts (SME's) would give an in depth look at the Western EIM Market and the different ways LAC might interact with that Market.

**B. For online on-demand training libraries and resources that may be available to County throughout the term of an Agreement, describe how access to the on-line training resources would be granted, if there is a limited number of County users who would have access to the online resources, and any associated costs for each year of the Agreement term proposed (up to 15 years).**



Any on-line training that may be available during the full term of the Agreement would be accessed through contacting the OATI PM for LAC. There is no limit to the number of LAC personnel who can request this training.

**C. For Consulting offered throughout the proposed term of an Agreement, provide the following information:**

1. Type of consulting offered.
2. Is this consulting only offered during initial implementation or would it be offered throughout the term of an Agreement?
3. Format of consulting (i.e., virtual or on-site)
  - a. If virtual, who would be responsible for scheduling and setting up the virtual consulting?
  - b. If on-site, would there be travel costs?
  - c. Is consulting priced hourly, per day, or by specific staff assigned to a consulting engagement?
4. Is there a limit to the number of hours offered for consulting, or would it be unlimited upon County request?
5. Costs for consulting offered for each year of the Agreement term proposed (up to 15 years).

OATI offers Professional Services at any time to customers who request consulting on their OATI solution. OATI Professional Services provide specialized OATI staff to assist customers with product deployment efforts and may include tasks such as business process analysis, specific detailed customer desired testing, etc. OATI also offers SMEs in all areas of the Energy Industry, from Scheduling and tagging to Smart Grid solutions to Electric Vehicle (EV) charging and fleet management. Professional Services are offered on a T&M basis with all costs approved by the customer before the Professional Services begin.

OATI Professional Services are offered on-sight or via web meeting per the customer's request. Any travel associated with OATI Professional Services are paid by the customer according to OATI travel policies (listed in the Volume II of OATI's response to this proposal).

**Table 4. Future Optional Services or Functionality.**

Contractor, as part of the Service, may offer future or optional tools, features, and services, not specifically named herein, at an additional cost to County, <b><u>provided sufficient information about the process for implementation, customization, upgrades, and costs and pricing details are provided in the Offeror's RFP response and included in the awarded Agreement.</u></b>
<b>A. Offerors are asked to describe in their RFP response their migration, customization, and upgrade process for future or optional tools, features, and services.</b>
<p>All standard upgrades are included as part of the OATI solution. LAC has experienced these upgrades and the upgrade process throughout the term of the current OATI webTrader project in Production at LAC. Any enhancements required by LAC will be discussed and implemented as needed. Costs associated with LAC requested enhancements are evaluated by OATI as to the nature of the functionality requested. If the functionality requested is LAC specific, OATI will price out the cost of development and agree to cost and schedule with LAC before development begins. If the LAC requested enhancement can be used by others in the OATI webTrader community, OATI will share a portion of the costs associated with the development.</p> <p>As part of this proposal, OATI is offering LAC a 25% discount on all new functionality added to the Agreement during the full 15-year term.</p>
<b>A. Offerors are asked to describe in their RFP response how any future functionality or services would be made available to the County and describe how future functionality and services would be priced as they become available.</b>
<p>New functionality and services can be added at any time at LAC's request. New functionality is priced based on the requirements, services and complexity of the new products and services.</p> <p>As part of this proposal, OATI is offering LAC a 25% discount on all new functionality added to the Agreement during the full 15-year term.</p>
<b>B. Offerors are asked to describe in their RFP response, their fees, hourly rates, and process for implementing future functionality and services if requested by County.</b>
<p>Additional products and services are available whenever LAC requests. New functionality is priced based on the requirements, services and complexity of the new products and services.</p> <p>As part of this proposal, OATI is offering LAC a 25% discount on all new functionality added to the Agreement during the full 15-year term.</p>

**Table 5. Additional Costs**

<b>Please describe any additional costs, for each year of the term of an Agreement (up to 15 years), that have not already been provided elsewhere in Exhibit "F." Any optional fees should be clearly noted as "optional."</b>
---

All costs associated with the OATI Proposal are included in the pricing documents. Any optional fees would be added only when/if LAC requests additional Professional Services or additional functionality be added at LAC's request.

**Exhibit “C”**  
**Technical Proposal and Software Functional Descriptions, Technical Specifications, and**  
**Warranty**  
**AGR23-42**

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LOS ALAMOS COUNTY

**RESPONSE TO REQUEST FOR PROPOSAL  
NUMBER: 23-42 FOR ENERGY TRADE CAPTURE  
AND SCHEDULING SOFTWARE**

**VOLUME I - TECHNICAL PROPOSAL**

DECEMBER 15, 2022

**PROPRIETARY AND CONFIDENTIAL**

**The Smarter Future of Energy**



**OPEN ACCESS TECHNOLOGY INTERNATIONAL, INC.**

3660 Technology Drive NE | Minneapolis, MN 55418 | Phone 763.201.2000 | Fax 763.201.5333 | [oati.com](http://oati.com)

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## Table of Contents

1. Introduction Cover Letter and Executive Summary .....	4
1.1 Executive Summary .....	4
2. References .....	6
3. Qualification and Experience .....	7
4. Description of Services and Ability to Meet Scope of Services .....	10
5. Provide a Link to a Demonstration Site of the Product(s) Offered .....	23
6. Cost .....	24
7. Submission of County's Standard Sample Service Agreement with Deviations or Exceptions Noted or Acknowledgment of No Deviations or Exceptions .....	26
8. Valid Licenses, Permits, Trainings and Certifications .....	27
9. Confirmation of Ability to Provide a Certificate of Authority Issued by the New Mexico Secretary of State or Statement that NMSA 1978 §53-17-5 and §53-19-48 is Not Applicable .....	28

# 1. Introduction Cover Letter and Executive Summary

## OATI Response:



OPEN ACCESS TECHNOLOGY INTERNATIONAL, INC.  
3660 Technology Drive NE | Minneapolis, MN 55418  
Phone 763.201.2000 | Fax 763.201.5333  
www.oati.com

December 15, 2022

Los Alamos County  
Jaime Kephart  
101 Camino Entrada, Building 3,  
Los Alamos,  
New Mexico 87544

**Subject:** OATI Response to Los Alamos County (LAC) Request for Proposal (RFP) Number: 23-42 for Energy Trade Capture and Scheduling Software

Dear Mr. Kephart,

Open Access Technology International, Inc. (OATI) is pleased to provide the following Response to LAC RFP Number: 23-42 for Energy Trade Capture and Scheduling Software.

OATI is the leading provider of innovative solutions that simplify, streamline, and empower the operational tasks required in today's energy industry. OATI is confident that we possess the requisite leadership, technology, infrastructure, and experience required to deliver a successful solution.

Please contact Jim Thomas at 763.201.2081 or via email at [proposals@oati.net](mailto:proposals@oati.net) when required during the review of the proposal. OATI looks forward to the opportunity to discuss how we can work together to meet your requirements.

Sincerely,

A handwritten signature in blue ink, reading "Sasan Mokhtari".

Sasan Mokhtari, Ph.D.  
President & CEO  
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SM:AC

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## 1.1 Executive Summary

**OATI Response:** Open Access Technology International, Inc. (OATI) is pleased to propose the continuation of the extremely successful OATI webTrader project in response to the Los Alamos County (LAC) Request for Proposal for Energy Trade Capture and Scheduling. OATI has been providing the most reliable and innovative software solutions to the energy industry for over 27 years, and has been honored to provide the OATI webTrader solution to LAC for more than 12 years.



The OATI webTrader Power solution provides a front-to-back physical and financial trade capture and physical scheduling system for the management and movement of physical power anywhere across North America. The system allows the End-User to manage all aspects of deal capture, Open Access Same-Time Information System (OASIS) transmission procurement, e-Tag management, and settlements directly from within the webTrader Power solution, thereby eliminating the need to enter and manage information in multiple systems. OATI webTrader provides a common interface for all scheduling business needs, eliminating data duplication, reducing errors, and streamlining the process.

In addition to the industry leading webTrader solution, OATI presents the following points that set OATI apart, and make OATI the top-tier solution provider:

- The OATI Data Center Infrastructure.
- Experienced Leader in Development of the Software-as-a-Service (SaaS) Model.
- OATI's Extensive Involvement in National and Regional Activities including FERC, NERC, NAESB, and Regional efforts.
- OATI's 7x24x365 Customer Support.
- Long List of Existing OATI Customers and Significant Existing Functionality.
- OATI's annual audits, Extensive Controls, and On-going Commitments.
- OATI's NERC Critical Infrastructure Protection (CIP) Compliance.

Since early 2010, the proposed webTrader solution has been providing LAC with all of the functionality required and the performance expected from a top-tier system. OATI looks forward to continuing to work with LAC to provide the best possible solution to ensure LAC personnel are able to streamline operations while maintaining the capability to quickly and easily analyze the data required to optimize assets.

Because of the great working relationship between OATI and LAC, the fact that LAC has been a long term partner with OATI, and in consideration of LAC's request for a long term 15 year agreement, OATI is pleased to provide LAC a 25% discount off of the current Monthly Recurring Fee associated with the LAC webTrader and EIDE solutions beginning the first month of the new 15 year term. In addition to this solution discount, OATI will discount new service or functionality LAC adds to the current webTrader agreement for the duration of the 15 year term. These discounts are provided in appreciation to LAC for the continued support and team effort provided by the professionals at LAC.

## 2. References

Provide a minimum of three (3) references from similar organizations for similar implementation. Provide name, title, company name, phone number, and e-mail address.

### **OATI Response:**

#### **Reference# 1**

Company Name: El Paso Electric Company (EPE)

Contact: Zulma Molina

Title: ETRM Administrator

Phone Number: 915.521.4487

Email address: [zulma.molina@epelectric.com](mailto:zulma.molina@epelectric.com)

#### **Reference# 2**

Company Name: Modesto Irrigation District (MID)

Contact: Amy Burrow

Title: Power Scheduling Supervisor

Phone Number 209.557.1544

Email address: [amy.burrow@mid.org](mailto:amy.burrow@mid.org)

#### **Reference# 3**

Company Name: Tucson Electric Power (TEP)

Contact: Blake Pederson

Title: Project Manager

Phone Number: 520.754.7123

Email address: [bpederson@tep.com](mailto:bpederson@tep.com)

### 3. Qualification and Experience

- a. Provide a brief history and purpose of the organization/ business, and provide past experience and number of years of providing Energy Trade Capture and Scheduling Software services to similar government entities.

**OATI Response:** OATI has more than 26 years' experience deploying systems from contract award to production operation. The size and scale of these solutions vary from systems with 5 to more than 200 users, with trading portfolios focused on regional opportunities to nationwide, and some even beyond. These range from small, medium, to large trading entities, locally operating utilities, Transmission Providers (TPs), Balancing Authorities (BAs), and even the market operators across North America. Many OATI customers are government entities, including many municipalities.

OATI sees itself and OATI employees as an extension of customers' IT staff. OATI works as a team with customers to provide the best possible solution to meet the specific needs/requirements of each individual organization. OATI's experienced staff and this team approach provide the industry's best solution and the kind of experience OATI's customer expect.

OATI also focuses on security, reliability and dependability to ensure that OATI customer solutions are available for their real-time, business critical requirements.

- b. Provide a brief history and purpose of the organization/business, and a summary of the company's experience and qualifications and number of years providing Energy Trade Capture and Scheduling Software to similar government entities. Include a brief history of the company, ownership information, number of employees, percentage of employees assigned to product development and/or customer support, headquarters' address and names of key executives.

**OATI Response:** OATI has more than 26 years' experience deploying systems from contract award to production operation. Size and scale of these solutions vary from systems with 5 to more than 200 users, with trading portfolios focused from regional opportunities to nationwide, and some even beyond. These range from small, medium to large trading entities, locally operating utilities, TPs, BAs, and even the market operators across North America. Many OATI customers are government entities, including many municipalities.

OATI is a privately-held company, founded by the President & CEO, with no history of mergers, acquisitions, or venture capital. OATI was founded on the principle that energy organizations across the country deserve the highest level of organically built software functionality to position each organization for success. This principle drove OATI to innovate webTrader energy trading and scheduling applications: First seamless integration of OASIS and e-tagging into an energy trading system; first full automation with Markets; first use of multi-factor authentication in an energy trading system, etc.

OATI has 1,200 staff members, including:

- 750 Development staff.
- 170 Implementation and Professional Services staff.
- 115 Administration staff.
- 165 Support staff.

OATI headquarters is located at 3660 Technology Drive NE, Minneapolis, MN 55418, with development and support offices located at the OATI Microgrid Technology Center, 7901 Computer Ave., Bloomington, MN 55435.

Key OATI Executives include:

Sasan Mokhtari - President and CEO.

Kevin Sarkinen - Executive Vice President of Operations.

Dave Stangler - Executive Vice President of Product Delivery.

Carlos Gonzalez-Perez - Executive Vice President and CIO.

Mary Brown - Senior Executive Vice President & General Counsel.

Jerry Dempsey - Executive Vice President for Business Development, Sales and Marketing.

- c. Discuss the company's corporate outlook over the next three (3) years including market share, stability, and major initiatives.

**OATI Response:** OATI is dedicated to providing the best, state-of-the-art software solutions to the Energy Industry. OATI continues to focus on the changes coming to the industry to ensure that OATI product innovations continue to support the ease of use, seamless integration, and high availability customers have grown to rely on. OATI has teams of personnel that attend industry meetings. This allows all OATI products and solutions to be responsive to industry changes so that OATI users have the confidence to know that their OATI solutions always have the functionality required to interact and manage their obligations and assets in the ever changing energy industry.

In the next three to five years OATI will continue to expand the functionality in the webTrader, webTrans, and webSmartEnergy solutions to include greater reliance on batteries and renewable energy programs. In addition to that expansion, OATI is focusing on enhancing and updating the current suite of products with every major OATI solution receiving thousands of hours of upgrades and enhancements this year and over the next years as part of this effort. Over the 27 years OATI has been in business, the company has grown to be the recognized industry leader in robust, dependable, and responsive software solutions. With market shares of more than 95% for some OATI products, OATI solutions are used by almost every utility in North America.

- d. Provide information regarding any pending litigation, contract defaults, planned office closures, impending mergers, bankruptcies, or other conditions related to the financial health of the company.

**OATI Response:** OATI has no pending litigation, contract defaults, planned closures, or impending mergers planned. As a strong, financially stable organization, OATI has never had any bankruptcies. OATI remains a financially stable, healthy company.

- e. Provide information regarding any changes in ownership, other than shares on a public stock exchange, in the company in the last seven (7) years. Provide information regarding any pending transitions in ownership.

**OATI Response:** OATI remains closely held, with no addition to ownership. There are no pending transitions in ownership.

- f. Identify key staff who would be involved in implementation for County's project.

**OATI Response:** Since OATI and LAC have enjoyed a successful production operation of the OATI webTrader solution for more than 12 years, there will be no major implementation effort when LAC chooses to continue with their OATI webTrader solution. When LAC chooses to add additional functionality to their OATI solution, OATI has experienced staff to assist in the implementation of the new functionality.

## 4. Description of Services and Ability to Meet Scope of Services

For each item under the Scope of Services in this RFP, **and using the headers from the Scope of Services as shown below.** Summarize, in narrative form, Offeror's understanding of the requested Services; describe Offerors processes, approach, and ability to fulfill all items described in the Scope of Services; provide any information **specifically requested in the Scope of Services;** and identify any modifications to the proposed Scope of Services that may be deemed necessary or may aid in successfully delivering the Services described. Where necessary, provide details of the Services offered in this section. Responses should include, but are not limited to, the following headers from the Scope of Services:

### I. Licensing and/or Subscription

Selected Offeror ("Contractor") shall supply an integrated scheduling software solution that will facilitate municipal/county electrical load forecasting, pre- scheduling, real time transactions, and after-the-fact reconciliation. The solution to be provided should be a Software-as-a-Service ("SaaS") product that is a cloud based and hosted software program, developed, owned, and operated by Contractor. **Offerors are asked to describe in their RFP response all related licensing or subscription information and all applicable Terms and Conditions for online Services that County will be asked to agree to prior to being given access to or utilizing the Services. Offerors should also provide any additional governing documents referenced within those Terms and Conditions.**

**OATI Response:** The current LAC OATI webTrader solution is a SaaS solution, hosted in the OATI Tier IV rated, award winning Data Centers. OATI builds all software organically and owns and operates the OATI Data Centers where the software is hosted. The OATI offering is an extension or restatement of the current agreement terms and conditions between OATI and LAC for software services, with no planned changes to the current terms and conditions other than a provision to meet the requested 15 year term that has been requested by LAC.

### II. Software Functional Descriptions, Technical Specifications, and Warranty (Please use Exhibit "E")

- a. Contractor's software shall substantially conform to the functional descriptions and technical specifications proposed in Contractor's RFP response and agreed to by County. **Offerors are asked to describe in their RFP response whether their proposed software solution provides the requested features outlined in Exhibit "E." provide**

information about any proposed additional, optional, or alternate functionality or features, and to briefly describe how those features are provided. Unless otherwise proposed in Offeror's RFP response, and accepted by County, Functional Descriptions and Technical Specifications provided may be included in the Agreement with the Contractor.

**OATI Response:** The OATI solution meets all functionality and technical requirements in the LAC RFP.

- b. Contractor shall warrant that the software shall be without material defects for the term of an Agreement. If software does not perform as warranted, Contractor shall use reasonable efforts, consistent with industry standards to cure the material defects. Should Contractor be unable to cure the material defect, County may terminate the Agreement for convenience and Contractor shall issue a prorated refund to County of any pre-paid fees for Services after the termination date. Termination will not be the County's only remedy for Contractor's failure to comply with the terms, conditions, and obligations of an Agreement. Offerors are asked to describe in their RFP response their warranty for software performance.

**OATI Response:** OATI warrants that for the lifetime of the term of subscribed services, OATI software will provide the functionality described in technical documentation. This approach is part of the current agreement between OATI and LAC for software services, which will be extended to the new 15 year term requested by LAC.

- c. Contractor shall use commercially reasonable efforts to make sure the software is available with the uptime percentage proposed in Offeror's RFP response. Offerors are asked to describe in their RFP response their guaranteed uptime for their software, describe any remedy or rebates should Contractor not meet the service commitment, and describe how such a remedy or rebate would be applied throughout the term of an agreement.

**OATI Response:** Upon review of the availability of webTrader service as reported in the most recent monthly Status Report, availability 10/01-31/22 was 100%, and historically the availability from 04/15/20 - 10/31/22 was 99.9%. The availability goal for all OATI services is 100% availability, and OATI services are never "capped" at a contractual level.

- d. Contractor's software shall conform to the *applicable* requirements for on-premise, hybrid, or cloud/hosted solutions as defined in the Los Alamos County Technology Standards provided in Exhibit "F." **Offerors are asked to affirm in their RFP response, using Exhibit "F" that their proposed software solution is in conformance with the applicable requirements and to briefly describe how they meet the requirements, or describe alternate methods for how they meet applicable requirements.**

**OATI Response:** The OATI solution has been in Production at LAC for more than 12 years. It will continue to conform to the applicable LAC requirements. OATI has responded to Exhibit F as requested.

### III. Data Security and Ownership

- a. At a minimum, Contractor shall maintain adequate security and disaster recovery protocols and Contractor's main service and all data and backups shall be located within the United States.

**OATI Response:** Please refer to Exhibit E regarding additional information on security and business continuity. OATI solutions are hosted in OATI's active/active Data Centers located in the Minneapolis, MN area. All data and backups remain within the United States.

- b. All data that: (i) is owned by County; and (ii) uploaded into the software will remain owned by County. County is responsible for the accuracy and legality of all such data and shall represent and warrant the right to use and manage all data in connection with its use of the software.

**OATI Response:** County owns the data. OATI takes no ownership of the data imported into the OATI infrastructure or applications. Metadata related to the infrastructure, system, as well as application operations are owned by OATI.

- c. County may request and contractor shall provide a data extract at any time in various formats including, but not limited to, CSV and PDF. Contractor shall also provide any other records requested by the County for response to Public Records Inspection requests under NMSA 1978, Chapter 14, Article 2.

**OATI Response:** OATI inventories, documents, and maintains data flows for data within OATI applications and infrastructure. OATI does not send customer data outside of our OATI-owned



Data Centers, and does not share customer data with third-parties, unless the customer specifically requests it.

- d. Upon termination of an Agreement, Contractor shall provide all data to County in CSV format, or a different format agreed to by County. Contractor shall then ensure destruction of any remaining County data in their system.

**OATI Response:** OATI works with customers to ensure customer's data are available to the customer upon termination of the contract. Once the data have been successfully delivered to LAC, OATI will ensure the data are removed from the OATI system.

- e. Offerors are asked to describe in detail in their RFP response how they provide data security and are asked to note any deviations or exceptions to the data ownership stated here in the Scope of Services.

**OATI Response:** OATI SaaS systems are multi-tenant. OATI has strict data security controls in place to ensure data compartmentalization. Each customer gets their own application instance, application database, authentication system, Internet Protocol (IP) address and Uniform Resource Locator (URL). OATI makes no data ownership claims on customer data.

OATI's hosted production environment features many layers of physical and cyber security. Each Data Center is housed in a concrete reinforced structure inside one of our facilities, and access is controlled by biometrics as well as badge readers and logged. Motion detection and video surveillance is in place throughout.

Multiple firewalls control all cyber access to the Data Centers, and Intrusion Detection Systems monitor and report on all connectivity to external networks. External network intrusion detection tests are conducted monthly to verify the effectiveness of OATI's cyber security. Anti-virus, malware detection and HIDS software are deployed to all servers, and centrally managed and configured with daily signature updates.

Client access to systems hosted in the Data Center requires username, password, and OATI webCARES Digital Certificate. All client network traffic is encrypted via Hyper Text Transfer Protocol Secure (HTTPS). Access control systems and change management systems restrict administrative access and make sure that all changes are documented and approved.

OATI undergoes annual audits which test cyber and physical security and policies. Copies of audit reports are available to our customers annually.

#### IV. System User and Use

Authorized County users should be able to access the solution via local pc-based internet browsers and the internet through secure internet connections and protocols. Contractor's software should have the ability to keep and maintain account usernames and passwords in a secure manner using industry standard encryption algorithms. **Offerors are asked to describe in their RFP response how County users would be granted access to the Contractor's software and how many County users would be given access.**

**OATI Response:** The OATI SaaS solution allows user to securely access the solution via local pc-based internet browsers using a unique user specific OATI webCARES Digital Certificate, username, and password which assures complete security regarding user access. The OATI software has the ability to keep and maintain account usernames and passwords in a secure manner using industry standard encryption algorithms.

#### V. Compliance with Laws, Regulations, and Industry Standards and Audit Reports

Contractor and Contractor's software shall, throughout the term of an Agreement, comply with any and all applicable provisions of local, state, or federal law regulating Energy Trade Capture and Scheduling Software as may be found in, but not limited to, the North American Electric Reliability Corporation Critical Infrastructure Protection ("NERC CIP") standards, Federal Information Process Standards ("FIPS"), and the Statement on Standards for Attestation Engagements ("SSAE"), or other similar applicable laws, regulations, and standards. **Offerors are asked to describe in their RFP response their compliance with applicable laws, regulations, and industry standards; are asked to describe any audit reports Offeror may provide and any associated costs; and are asked to describe any regulatory compliance related assistance Offeror may provide to County and associated costs.**

**OATI Response:** The proposed solution incorporates a security by design approach that aims to enhance cybersecurity while promoting interoperability. OATI solutions have earned strong reputations for security and reliability in the energy industry. This strength is founded upon continuous commitment to the industry through voluntary compliance with standards established for industry participants, including privacy and information security standards. OATI voluntarily undergoes yearly examinations to establish compliance with industry standards for the benefit of its clients. Each set of standards contains specific and detailed

requirements including administrative, physical, and technical safeguards. As new standards develop in the industry, OATI continues to look at these as “best business practices,” adopting and integrating them into control. OATI complies with applicable requirements in the energy industry regarding security, confidentiality and protection of customer data. OATI conducts annual third-party examinations to demonstrate its commitment to security. These annual audits now include SOC 2 Type 2 which incorporates NIST SP 800-53 as well as NERC CIP standards, webTrust for Certification Authorities - Principles and Criteria, webTrust for Certification Authorities - Secured Socket Layer (SSL) Baseline with Network Security (Certificate Authority/Browser (CA/B) Forum Baseline Requirements, and NAESB Wholesale Electric Quadrant-012 (WEQ) PKI standards. The SOC 2 Report will be provided under the AICPA attestation rules of SSAE 18 and SSAE 21.

OATI utilizes FIPS-140-2 level 3 hardware devices to operate the state-of-the-art OATI proprietary Public Key Infrastructure (PKI), OATI webCARES. Additionally OATI has categorized data according to FIPS-199 and implemented NIST SP 800-53 controls based on the risk assessment developed from FIPS-200. These controls are audited by a third party and included in the SOC 2 plus NIST SP 800-53 Report.

## VI. Customer Support

Contractor shall provide product and maintenance support throughout the term of an Agreement. **Offerors are asked to describe in their RFP response all offered customer support, including access to any available online libraries, issue reporting tools, and the process for issue resolution and/or escalation.**

### OATI Response:

#### webSupport:

Throughout the project process, OATI will use a proprietary project management and issue tracking tool called webSupport. This tool is used to provide transparency and audit trail documentation of project activities. In addition, documentation including training materials, Test Plans, Change Orders, Functional Specifications, etc., are also considered to be OATI IP. OATI standard support provides support services 24 hours per day and 365 days per year. LACs contact the OATI Help Desk by telephone at 763.201.2020. OATI will make reasonable efforts to respond to the LAC and related event within thirty minutes of the event notification. OATI follows a three tier emergency notification mechanism. The first tier is a LAC’s first point of

contact for problem resolution or diagnostics. Many issues are resolved by first tier support. When an issue is not resolved by first tier support, it escalates to a Tier-II support professional for technical assistance. Tier-III support is the escalation point for events such as system hardware failure, system software problems typically outside of the business application software functionality, electric energy supply interruptions, HVAC malfunctions, or any other system, building, or other event that impacts system availability. When an issue is reported, LAC gives each issue a priority. The following priority values are possible:

- Critical: Issues that result in a critical feature or function becoming unavailable to the user and have an immediate impact on the LAC's business.
- High: Issues that affect a key functionality of the service component with no available workaround but are not having an immediate impact on the business.
- Medium: Issues that are impacting operations but a satisfactory workaround is in place to avoid business interruptions.
- Low: User questions, or issues that create nuisances or inconveniences within the system. There is minimal or no impact on the business.

OATI hosts regional user group meetings across North America. In addition, OATI has strong LAC-led Focus Groups that meet at the annual OATI Energy Conference held each fall. OATI gathers requirements for new enhancements from a variety of sources with a keen focus on industry trends and LAC based feedback stemming from direct project deployments and through LAC based Focus Groups.

#### **Help Desk:**

OATI Hosted solutions are provided full software warranty and support during the entire contract term for the subscribed services. Upgrades are available throughout the entire contract term as well. The OATI Project Manager assigned to LAC will be the main contact here at OATI, including regular conference calls between the OATI Project Manager and LAC for the duration of the project. OATI has a multi-tiered 24x7x365 Customer Support infrastructure that is available for every customer to contact for any reason, any time. OATI webSupport, a tool for issue tracking, provides Audit Trail transparency into the issue resolution process. The Help Desk office is also equipped with critical network and system monitors. Twenty-four hour support is provided for operational emergencies including weekends and holidays. Customers must contact the OATI Help Desk by telephone, (763.201.2020) for all operational emergencies. OATI regularly releases multiple service packs for each product each year and encourages LAC to stay up to date with the latest versions.

LAC will be able to pick up the latest software, free of charge, throughout the duration of the contract with OATI.

#### Help pages:

The OATI Solution comes standard with online Help Pages designed to offer support and assistance on a variety of topics. OATI's online Help Pages are comprehensive, consistent, and context sensitive. The solution's online Help Pages include a document type format with a table of contents that contains hyperlinks to easily access the desired help documentation. General concepts, related functions, or samples are also part of this complete user-friendly guide that moves the customer from the first login to advanced use. A search feature is also included, allowing users to quickly navigate to relevant help information. The online Help Pages address functional end user, administrator, and technical support roles of the solution. All training/help material is available on-line and not available on a CD or other media.

### VII. Project Initiation Meeting

Contractor shall, within ten (10) business days from the Effective Date of an Agreement, or within a timeframe proposed in Contractor's RFP response and agreed to by County, schedule a Project Initiation Meeting with the County's Project Manager and designated DPU staff ("Project Team") at a date, time, and format to be agreed upon by both Parties. **Offerors are asked to propose in their RFP response their process for scheduling and conducting a Project Initiation Meeting, whether it would be virtual or on-site requiring travel, the length of the meeting, the materials contractor would provide, any deliverables to be prepared in advance of the Project Initiation Meeting, and any additional topics to be addressed during the Project Initiation Meeting.** As part of the Project Initiation Meeting, the Parties shall, at a minimum:

**OATI Response:** Project meetings will continue with Los Alamos and OATI will continue to follow rigorous project management process and procedures.

- a. Establish a mutually agreed upon Project Schedule to accomplish key tasks with durations for each task conforming substantially to the Contractor's Proposed Project Plan and Schedule. The Project Plan and Schedule shall include, at a minimum, Contractor's anticipated need for travel to Los Alamos, due dates for deliverables, and Project phases and milestones.

**OATI Response:** No project schedule required. This is a contract extension. Upgrades and service pack deployments will continue at no charge to LAC.

- b. Review the scope of work and identify any Project issues to be addressed in the course of the Project.

**OATI Response:** Los Alamos will continue to use the OATI webSupport tool to identify issues and enhancements.

- c. Establish communication protocols, meeting frequency, and meeting format, with meetings occurring either in-person or online in a virtual format.

**OATI Response:** Meeting frequency will continue with Los Alamos and additional meetings can be added as required.

- d. Identify document format and data transfer methods between Contractor and Project Team related to the performance of the Agreement.

**OATI Response:** OATI will continue the Monthly Project Status Reports and will meet with Los Alamos more frequently if requested to discuss the performance of the OATI solution.

## VIII. Project Management and Implementation

Contractor shall provide Project management for implementation of the Energy Trade Capture and Scheduling software, which may include, but may not be limited to Project planning in coordination with the County's Project Manager; data transfer from County's current system, Project monitoring, control, and reporting; Project development and execution of tasks; scope management; risk management; and Project scheduling.

- a. Offerors are asked to propose in their RFP response their Project management and implementation strategy and schedule with all estimated phases, deliverables, responsibilities, anticipated need for travel to Los Alamos, due dates for deliverables, and Project milestones *clearly defined*. It is recommended, but not required, that Offerors use a table format to provide this information. The proposed strategy and schedule should align clearly with the Project Management and Implementation costs proposed in Exhibit "F."

**OATI Response:** The system is currently running in Production. OATI will continue to fully support the solution throughout the extended term of the agreement.

- b. Offerors are asked to state the estimated length of implementation for the County. Rather than using a specific start date, Offerors are asked to use “Upon the Effective Date of an Agreement” as their starting date to define the estimated length of time phases or tasks may take to complete.

**OATI Response:** The system is currently live requiring no implementation time.

- c. Offerors are asked to describe their project change order process and controls.

**OATI Response:** Customers can request customized programs by entering their request in webSupport. Once documented, Customer requests are assessed and evaluated, typically with mutual discussion to validate functionality/concepts/etc. Once agreed upon, a change order is mutually executed that documents scope, schedule, deliverables, testing, training, and cost. OATI discounts many customized programs/functionality when they are included in OATI base functionality. Customer can select to retain exclusive use of the functionality. If added to base OATI functionality, integration in future releases/upgrades is included. With exclusive use functionality, integration with new releases is an additional cost element payable by Customer. Support of requested changes follows OATI standard processes.

- d. If proposing progress payments throughout Project implementation, Offerors should affirm their understanding that the County will only pay for services successfully provided and accepted as complete by the Project Manager, should describe their process for obtaining acceptance of completion by the Project Manager, and should describe at which stages or phases in the implementation submissions for Payments would be requested by Contractor.

**OATI Response:** The project is live. There is no project implementation. Monthly recurring payments will continue.

## IX. Training and Consulting

Contractor shall provide, upon County request, training or consulting to County staff for the use of Contractor’s software. Offerors are asked to describe in their RFP response, using Exhibit “F”, all training and consulting Offeror may provide throughout the term of an Agreement, the length of the training, the format of the training (e.g., virtual or in-

**person), the cost per session, the total number of attendees allowed, and which training and consulting is included in Year 1 Project Management and Implementation Services.**

**OATI Response:** The OATI solution is in Production operation at LAC. As part of the contract extension proposed by OATI in response to the LAC RFP, OATI will provide additional training at no cost to LAC throughout the term of the extension. This training can be done in person with LAC paying all approved travel costs or remotely via web meeting.

**X. Future or Optional Services or Functionality (Please Use Exhibit “F”)**

- a. Contractor, as part of the Service, may offer at no additional cost to County, future or optional tools, features, and services not specifically named herein or in the RFP response, and may provide such free services upon County request.

**OATI Response:** OATI, as part of being awarded the 15 year extension on the current LAC webTrader Project, will provide additional training and Professional Services to LAC. Also, as part of the 15 year extension OATI will provide LAC 25% off of any new functionality that is added to the current LAC webTrader solution. This 25% off is applicable for the full 15 year term.

- b. Contractor, as part of the Service, may offer future or optional tools, features, and services, not specifically named herein, at an additional cost to County, **provided sufficient information about the process for implementation, customization, upgrades, and costs and pricing details are provided in the Offeror’s RFP response and included in the awarded agreement.**

**OATI Response:** Additional products and services are available whenever LAC requests. New functionality is priced based on the requirements, services and complexity of the new products and services. Implementation of new products and services will be first placed into a Development environment for testing and verification of functionality by OATI and LAC. Once LAC signs off on the new functionality it is moved into Production for use by LAC

New functionality is priced based on the requirements, services and complexity of the new products and services.

As part of this proposal, OATI is offering LAC a 25% discount on all new functionality added to the Agreement during the full 15 year term.



Standard software upgrades as included as part of the LAC project. LAC currently receives regular updates and upgrades to the webTrader solution. These will continue throughout the term of the Agreement.

- c. **Offerors are asked to describe in their RFP response their migration, customization, and upgrade process for future or optional tools, features, and services.**

**OATI Response:** OATI follows the principle of Modularization in its application software development approach. With this approach OATI can build a base product that can be customized according to the specifications required by customers. OATI provides customers with access to the OATI webSupport tool where all requests for enhancements or customizations are logged and evaluated by the Product Development team in conjunction with the Project Team and the customer's Project Manager. After review, if it's determined that the enhancement or customization is or should be included in the product's future roadmap for updates, it is accessed in the system by the development and project staff by priority and may be part of future Releases to all customers. If an expedited enhancement is desired by the customer and needed outside of the product roadmap and update/upgrade process, or if the customization is unique to the customer, the customer may request that it be converted to a Change Order, and the work would commence based upon the scope and pricing agreement between the customer and OATI. Software changes become part of the baseline. When new functionality is requested by a customer, above and beyond the capabilities in the base product - OATI software architecture allows for flexibility to incorporate this required functionality in a new module, or including it in an existing module, without having to re-architect the whole solution. This results in easy identification of the component modules that are affected in case of application failure, as well as in a very flexible application development that easily allows for modifiability, focus testing (compartmentalization of automated testing when applicable), low impact in code modification that finally results in a low cost of ownership. Another important aspect of OATI's software customization approach is integration flexibility with external systems. OATI has a proven record in implementation of integration schemas that allow data exchanges between OATI applications and existing customer systems that provide input data to OATI applications, or that consume data from OATI applications. All customizations added to the project are fully supported for the full term of the project unless removed by the customer.

Standard upgrades are a standard, no cost part of the OATI solution. OATI provides releases regularly for most products and there is no anticipated impact on overall project schedule. In the event of an issue with the software that requires an out of cycle fix, such as a security vulnerability, OATI will work with the customer to apply a patch.

All changes to the software are applied to a Development Environment where customers test the change before it is moved to production.

- d. **Offerors are asked to describe in their RFP response how any future functionality or services would be made available to the County and describe how future functionality and services would be priced as they become available.**

**OATI Response:** Standard upgrades are included in the OATI proposal at no cost to LAC. These include updated functionality and changes to the software that ensure the software stays compliant with industry requirements. Future functionality can be added as additional modules to the LAC solution as LAC requirements expand. Each module is priced according to size, usage and complexity of the product.

- e. **Offerors are asked to describe in their RFP response, using Exhibit "X" their fees, hourly rates, and process for implementing future functionality and services if requested by County.**

**OATI Response:** Please see the Costing section of the RFP response for hourly rates and fees.

## 5. Provide a Link to a Demonstration Site of the Product(s) Offered

If possible, provide a link to an online interactive demonstration site, or “sandbox” version of the hosted solution and product(s) offered. If an interactive version is not available, please provide a link to any demonstration video’s online. The purpose is to help all members of the evaluation committee get a better understanding of the functionality as described in Exhibit “E.”

**OATI Response:** Since the OATI webTrader solution is in production at LAC, OATI would suggest that LAC use the LAC Development Environment provided at no cost to LAC as a sandbox. This Development system is used to deploy new releases of the OATI software for LAC testing before deployment to the Production Environment so the system should be configured and set up for LAC use.

## 6. Cost

*Please note that the County Code of Ordinances, Sec. 31-111 - Types of Contracts states the following: “Subject to the limitations of this section, any type of contract which is appropriate to the procurement and which will promote the best interests of the county will be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited.”*

- a. Propose, using Exhibit “F” or Offeror’s own similar document, costs for all services, defined clearly in individual line items, and any optional services Offeror may provide that may not be otherwise identified in the requested Scope of Services of the RFP. If using Offeror’s own similar document, additional items and information may be added as long as Offeror provides, at a minimum, the requested information on Exhibit “F.”

**OATI Response:** All costs associated with the OATI proposal are included in the Costing section of the OATI response.

- b. Provide costs for all services (including optional services) for all fifteen (15) years of the term of an agreement. Offerors may propose annual cost escalators for future years of an agreement. County will consider, but is under no obligation to accept future year unit prices based on a specified dollar amount, a percentage, or some other formula (e.g., a specific Consumer Price Index.) If Offerors are unable to propose pricing for fifteen (15) years, County may consider contracting for a shorter term. Please propose pricing for each year of a potential agreement for however many years Offeror chooses to propose. **Offerors should note that the ability to provide services and pricing for a fifteen (15) year Agreement term is a scored evaluation criteria.**

**OATI Response:** OATI has provided proposed annual costs for all 15 years in the Costing section of the OATI response.

- c. If direct or reimbursable costs are proposed, please note them as such in individual separate line items to facilitate the evaluation of these types of costs. If travel costs are proposed as direct reimbursable costs, **Offeror’s should note the County’s travel guidelines provided in Exhibit “F” and note any deviations or exceptions proposed by Offeror.**

**OATI Response:** OATI is offering some services that, at LAC’s option, would require travel to Los Alamos. All of the services proposed by OATI can be performed either in person at LAC or via web meeting.

- d. Add a narrative to describe cost categories if such details would assist in the consideration of the cost proposal.

**OATI Response:** LAC costs for the extension of the current agreement will include a continuation of the current Monthly Recurring Fees associated with the LAC OATI solution for the 15 year term. These fees will be escalated 2.5% yearly for the term of the agreement.

## 7. Submission of County's Standard Sample Service Agreement with Deviations or Exceptions Noted or Acknowledgment of No Deviations or Exceptions

- a. Offeror should note any deviations or exceptions to Exhibit "A" in Offeror's response. Provide the original language with the County's standard terms and any suggested edits, or acknowledge that Offeror has no deviations or exceptions. *(Please also see "Award of Solicitation" above.)*

**OATI Response:** OATI proposes that the 15 year term for services could be added as an Amendment to the current Agreement with updated attachments. OATI recommends a review of the 2016 agreement to assess if any updates are needed; based on a preliminary comparison, most of the provisions are the same as those included in the RFP. The 2016 negotiated agreement also incorporates some OATI items required for webTrader service.

- b. Offerors should provide with their Proposal any of their own standard contractual terms or provisions the County will be asked to consider if Offeror is selected for award. This may include, but is not limited to, such things as a sample Master Services Agreement or Licensing Agreement and any additional governing documents referenced within those sample standard agreements. Offerors should note if their own standard contractual terms or provisions conflict with those provisions provided in Exhibit "A," and should provide any suggested edits to Exhibit "A."

**OATI Response:** OATI recommends continuing the current terms and conditions in the OATI webTrader Service Agreement. A copy of that document [showing redlines to base] is included for reference.

## 8. Valid Licenses, Permits, Trainings and Certifications

Offerors should describe all applicable pertinent licenses, permits, bonds, registrations and/or certificates they possess to carry out the Services required in the State of New Mexico.

**OATI Response:** No licenses, permits, bonds, registrations and/or certificates are required.

## **9. Confirmation of Ability to Provide a Certificate of Authority Issued by the New Mexico Secretary of State or Statement that NMSA 1978 §53-17-5 and §53-19-48 is Not Applicable**

Offeror should acknowledge in their Proposal the ability to comply with New Mexico state's law, which requires that all foreign corporations (NMSA 1978 §53-17-5) and limited liability corporations (NMSA 1978 §53-19-48) procure a certificate of authority to transact business in the state prior to transacting business in the state of New Mexico. Offerors should include in their Proposals a copy of their certificate as evidence of good standing or provide an acknowledgement that offeror shall timely comply with NMSA 1978 §53-17-5 and §53-19-48 if not already in compliance. If NMSA 1978 §53-17-5 and §53-19-48 are not applicable to Offeror, include a statement of explanation in the Proposal. **It is the Offeror's responsibility to contact the New Mexico Secretary of State to learn more about and understand this requirement prior to submitting a Proposal.**

**OATI Response:** OATI shall timely comply with NMSA 1978 §53-17-5 and §53-19-48 if not already in compliance.



**Exhibit “E”**  
**SOFTWARE FUNCTIONAL DESCRIPTIONS, TECHNICAL SPECIFICATIONS, AND WARRANTY**

**RFP NO: 23-42**  
**RFP Name: Energy Trade Capture and Scheduling Software**

**\*This attachment shall be returned with the RFP submittal.\***

**Offerors may use their own document and format, as long as the requested information from this Exhibit is included. An editable MS Word version of this exhibit can also be downloaded from the County's website at the following address:**

[https://www.losalamosnm.us/government/departments/administrative\\_services/procurement/bids\\_rfp\\_s](https://www.losalamosnm.us/government/departments/administrative_services/procurement/bids_rfp_s)

Offeror (Company Name): [Open Access Technology International, Inc. \(OATI\)](#)

**Table 1. Features and Functionality –**

<p>Contractor's software shall substantially conform to the functional descriptions and technical specifications proposed in Contractor's RFP response and agreed to by County. <b><u>Offerors are asked to describe in their RFP response whether their proposed software solution provides the requested features outlined in Exhibit “E,” provide information about any proposed additional, optional, or alternate functionality or features, and to briefly describe how those features are provided.</u></b> Unless otherwise proposed in Offeror's RFP response, and accepted by County, Functional Descriptions and Technical Specifications provided may be included in the Agreement with the Contractor.</p> <p><b>Base Features and Functionality.</b> For each functional description and technical specifications in Table 1 below, check “YES” to indicate that your software conforms and “NO” to indicate that your software does not provide the requested functionality. In the cell beneath each requested functionality, <i>briefly</i> describe how your software provides the requested functionality, or describe an alternate functionality or feature that may provide a substantial equivalent. If additional features and functionality are included in the proposed base costs for services, please add those to the appropriate section and provide a description. <b>Insert more rows if needed.</b></p> <p><b>Optional Features and Functionality.</b> In the spaces provided at the <i>end of Table 1</i>, describe any optional features and functionality your software provides, that are not already included as part of your base proposal that may be of benefit to the County or may aid in successfully providing services. <b>Insert more rows if needed.</b></p>		
	<b>YES</b>	<b>NO</b>
<b>A. Overall Features:</b>		
1. Secure access individual login information for each user.		
OATI applications utilize a secure multifactor authentication system that requires a username, password, and OATI webCARES Digital Certificate. Password capabilities require complex passwords and frequent password changes that can be agreed upon as part of the project.	X	
2. Multiple concurrent logins.		
The OATI applications do not have limitation on number of concurrent users.	X	
3. Access to data assigned by administrator for each login.		

	Access to individual displays and data is managed by a user management functionality based on user roles and responsibilities. The user roles are assigned to individual users by the system administrator.	X	
4.	Testing environment available.		
	The proposed Solution includes separate Development (Testing) and Production Environments.	X	
5.	Configurable sign conventions.		
	The proposed Solution supports the configuration of sign conventions through a Product Configuration display accessible to the system administrator users.	X	
6.	Ability to interface with other programs (MS Office etc.) as needed.		
	The User Interface framework of the OATI webTrader solution offers features to expose data in various standard formats such as PDF and CSV. The OATI webTrader solution interfaces with other external system through webservice methods.	X	
7.	Software solution should require verification of data for deal/schedule/tag before creation.		
	The OATI webTrader solution enforces deal/schedule/tag data entry to be valid before it can be entered in the system. Users are notified about any errors needing correction before the data can be entered.	X	
8.	All functions need to be applicable to each sink.		
	The existing solution will continue with functional applicability for each sink.	X	
9.	Support for all regulatory compliance.		
	The OATI webTrader solution adheres to well defined policies and procedures for legal, statutory and or regulatory compliance.	X	
10.	Ability to tie tagging information to deal, schedules and transmission usage directly in the system.		
	The OATI webTrader solution includes the Deal Automation tool that allows traders/schedulers to create a schedule, create a tag, create multiple purchase and multiple sale deals, create Financial Loss deals, create multiple Reservation requests, and create the appropriate schedule usage of each deal and transmission deal referenced in the schedule. All of these items can be saved into	X	

a Deal Automation template, so all the trader/scheduler has to do is open the template, select the date, type in the profile and push the Enter button.			
<b>B. Scheduling System Features:</b>			
1.	Track hourly schedules by resource and disposition.		
	The OATI webTrader solution allows users to track schedules by resource and disposition.	X	
2.	Hourly Real Time position calculation/visualization.		
	The OATI webTrader solution provides numerous pages that display deal and schedule based positions and summaries, including a Schedule Real-Time position page, as well as transmission positions and usages.	X	
3.	Calculate Hourly and Daily Net Schedules.		
	The webCALC component of the OATI webTrader solution allows users to build a report to calculate Hourly and Daily Net Schedules.	X	
4.	Calculate necessary Reserve Requirements.		
	The webCALC component of the OATI webTrader solution allows users to build a report to calculate Reserve Requirements.	X	
5.	Retrieve actual data from Energy Management (EMS) System.		
	The webCALC component of the OATI webTrader solution includes web service based methods to import actual data from Energy Management (EMS) Systems.	X	
6.	Calculate schedule data and update to EMS.		
	The webCALC component of the OATI webTrader solution allows users to build a report to calculate schedule data and update to EMS.	X	
7.	Calculate disposition by resource and display deviation versus actuals.		
	The webCALC component of the OATI webTrader solution allows users to build a report to calculate disposition by resource and display deviation versus actuals.	X	
8.	Track available generation and curtailments on jointly owned resources and local generation.		
	The webCALC component of the OATI webTrader solution allows users to build a report to track available generation and curtailments on jointly owned resources and local generation.	X	

9.	Calculate inadvertent discrepancies between ANI and Schedule based on monthly rotation of meter source, including discrepancies outside of allowance.		
	The webCALC component of the OATI webTrader solution allows users to build a report to calculate inadvertent discrepancies between ANI and Schedule based on monthly rotation of meter source, including discrepancies outside of allowance.	X	
10.	Import pricing information from third party source for purchases and sales.		
	The OATI webTrader solution includes web service methods to import prices at predefined source and sink locations from third-party source for purchases and sales.	X	
11.	Track Transmission availability for long term contracts hourly.		
	The OATI webTrader Solution includes functionality to track Transmission availability for long term contracts hourly through the Transmission Usage Summary display.	X	
12.	Calculate Network transmission vs. long term transmission contracts hourly.		
	The OATI webTrader Solution includes functionality to calculate Network transmission vs. long term transmission contracts hourly.	X	
13.	Electronic preschedule, and Real time operator logs.		
	The OATI webTrader solution includes various day ahead and real-time deal and schedule position reports that allow traders to effectively do their preschedule and Real-Time activities. In addition the Solution also includes a variety of scheduling worksheets to speed up their scheduling activities.	X	
14.	Track tag curtailments, resupply, and bookout transactions (linked).		
	The OATI webTrader solution includes a variety of displays to allow users to track tag curtailments, resupply, and book out transactions (linked).	X	
15.	Multiple time zone and Daylight Saving Time functionality.		
	The OATI webTrader solution includes multiple time zones and Daylight Saving Time functionality.	X	
16.	Multiple contracts per counterparty availability.		

	The OATI webTrader solution allows users to enter multiple power deals (contracts) per counterparty.	X	
17.	Enter long term contracts with variable factors.		
	The OATI webTrader solution allows users to enter long term power deals (contracts) with variable factors.	X	
18.	Changes to any variables on long term contracts with audit trail for changes.		
	The OATI webTrader solution allows users to update any variables on long term power deals (contracts) recording these changes in the Audit Trail function of the Solution.	X	
19.	Audit Trail for any changes.		
	The OATI webTrader solution provides a full featured audit trail that captures all transaction changes, user configuration changes, data model changes and system configuration changes. This include the Creation, Modification and Voiding of transactions. It also includes changes made through the GUI as well as webservice changes. The Audit trail includes Time of Change, Acting User, IP Address and Reason for Change, Event Type, and the detailed object change displaying attribute/value pairs over time.	X	
20.	Minimum 12 months data available online or in online accessible archives.		
	The OATI webTrader solution is designed to maintain at least 3 years of data online. Data are migrated from the operational database to a history and later to an archive database over time, and the operational database is kept small to ensure optimal performance.	X	
21.	Schedule and Tag Template support.		
	The OATI webTrader solution support the creation and use of both Schedule and Tag Templates.	X	
22.	Support sales from each sink to the other as an allocation from an existing deal from the selling sink and a new deal for the receiving sink as a purchase.		
	The Deal Automation module of the OATI webTrader solution allows users create sale deals from each sink to the other as an allocation from an existing deal from the selling sink and a new deal for the receiving sink as a purchase.	X	

<b>C. Tagging System Features</b>			
1.	Tagging System integrated to Schedule system and NERC specified Tagging warehouse.		
	The Scheduling component of the OATI webTrader solution is tightly integrated with the OATI webSmartTag system and North American Electric Reliability Corporation (NERC) specified Tagging warehouse.	X	
2.	Integrate changes between tags and schedules.		
	The OATI webTrader solution allows users to create schedules and tags through the Deal Automation Tool at the same time or create the tags and link it to the schedule after the fact. With this process any adjustment or curtailment done to the tag linked to the schedule is propagated to the schedule.	X	
3.	Create and modify new tags from existing tags or templates.		
	The OATI webTrader solution allows users to create and modify new tags from existing tags or templates.	X	
4.	Availability of Immediate, or Delayed tag creation.		
	The OATI webTrader solution allows users to create schedules and Active or Delayed using the Deal Automation tool.	X	
<b>D. Oasis System Features</b>			
1.	Ability to access OASIS system to reserve transmission, assess available reservations, verify status of reservations directly from the energy trade capture and scheduling software.		
	The OATI webTrader solution is tightly integrated with the OATI OASIS and other OASIS systems through the OATI webSweep system so users are able to reserve transmission, assess available reservations, and verify status of reservations directly from the energy trade capture and scheduling components of the OATI webTrader solution.	X	
<b>E. Forecast</b>			
1.	Compare last year hourly Weekday/Weekend schedules to this year available resources.		
	The webCALC component of the OATI webTrader solution allows users to build a report to compare last year hourly Weekday/Weekend schedules to this year available resources.	X	
2.	Adjust forecast for system wide changes based on current year variables.		

The webCALC component of the OATI webTrader solution allows users to build a report to adjust forecast for system wide changes based on current year variables.		X	
<b>F. Preschedule</b>			
1.	Set up hourly schedule for each resource and sink.		
The webCALC component of the OATI webTrader solution allows users to build a report to set up hourly schedule for each resource and sink.		X	
2.	Compare Load Forecast to Net schedule by hour to calculate hourly energy surplus (deficit).		
The webCALC component of the OATI webTrader solution allows users to build a report to compare Load Forecast to Net schedule by hour to calculate hourly energy surplus (deficit).		X	
<b>G. Real Time</b>			
1.	Representation of Real time position.		
The OATI webTrader solution includes preconfigured real time power deal, Transmission Service Request (TSR) and schedule position reports and also allows users to build ad hoc position reports using either the Report Generator or webCALC component.		X	
2.	Insert time of checkout, names of Los Alamos County and counterparty contacts involved for midnight checkouts.		
The OATI webTrader solution allows user to Insert time of checkout, names of Los Alamos County and counterparty power deals (contacts) involved for midnight checkouts.		X	
<b>H. After the Fact</b>			
1.	Ease of creating ad hoc or customized reports for monthly check outs with all counterparties.		
The OATI webTrader solution allows users to create ad hoc or customized reports for monthly check outs with all counterparties using either the either the Report Generator or webCALC component.		X	
2.	Ability to drill down to detail information from report.		
The OATI webTrader solution allows users to drill down to detail information from some of the preconfigured and ad hoc built reports.		X	
3.	Enter contract pricing from Dow Jones Indices based on several contracts.		

	The OATI webTrader solution allows users to enter index prices from external system either manually through an Index Entry page or programmatically using a webservice index import method.	X	
4.	Software must provide checkout data by company/companies or all companies, by date range, delivery point, sink, and at a detail or summary level.		
	The OATI webTrader solution allows users to checkout data by company/companies or all companies, by date range, delivery point, sink, and at a detail or summary level.	X	
5.	Close deal modification after verification at end of period.		
	The OATI webTrader solution provides a multi layered deal locking scheme: Individual deals locking, trader checkout, accounting check and end of the month accounting checkout. There is configuration in the OATI webTrader solution to allow Accounting personnel to easily override these locks if they need to modify a deal that is currently locked.	X	
6.	Ability to reopen closed deal if modification is necessary.		
	The OATI webTrader solution includes configuration to allow Accounting personnel to easily override any locks if they need to modify a deal that is currently locked.	X	
7.	Manual override of tag/schedule data.		
	The OATI webTrader solution allows users to manually override of tag/schedule data.	X	
8.	Insert time of checkout, names of Los Alamos County and counterparty contacts involved.		
	The Trader and Accounting Checkout displays of the OATI webTrader solution allow users to enter the time of checkout, names of Los Alamos County and counterparty contacts involved during the Trader and Accounting checkout process.	X	
I.	<b>Optional Features and Functionality. In the spaces below, describe any optional features and functionality your software provides that may be of benefit to the County or may aid in successfully providing services. Insert more rows if needed.</b>		
	1. webEIM If LAC chooses to be an EIM Participating Resource SC, OATI webEIM provides the following functionalities:		



<ul style="list-style-type: none"> <li>• Management of your EIM resource bids along with the Greenhouse Emission Gas (GHG) components and detailed position displays.</li> <li>• Management of market awards including tracking of your GHG related awards that are flowing into CAISO for settlement purposes.</li> <li>• Management of your resource base schedules submittal and retrievals.</li> <li>• Management of your resource outages.</li> <li>• Management of your CAISO shadow settlement, and allocation of charge codes to your corresponding resources.</li> </ul> <p>If LAC continues to be an EIM non-Participating Resource, OATI webEIM provides you with the functionality to perform the followings tasks:</p> <ul style="list-style-type: none"> <li>• Management of your resource base schedule submittal and retrievals.</li> <li>• Management of your shadow settlement with your corresponding EIM Entity SC.</li> </ul> <p>Pricing for webEIM is based on the required functionality implemented.</p> <p>OATI is offering LAC a 25% discount on all new functionality added to the Agreement during the full 15 year term.</p>		
<p>2. webSmartOMS</p> <p>webSmartOMS is a robust outage management system suitable to comply with the varying outage requirements for different types of entities.</p> <p>In addition to electrical network outages, webSmartOMS provides outage coordination for protection equipment, wind farm turbines, applications, communication systems, and more. webSmartOMS encompasses all business entities within a company and facilitates outage coordination from start to finish. webSmartOMS provides a flexible and configurable environment to meet diverse business needs and workflow. These compatibilities translate into significant savings by avoiding application customization. It also supports enhanced information security access based on user-defined access roles. Facilities are provided to export outage information in Gantt chart and Microsoft Excel formats. In addition, outage information can be communicated to other reporting and compliance entities, including: GADS, TADS, BAs, ISOs, and third party legacy applications.</p> <p>Pricing for webSmartOMS is based on the required functionality implemented.</p>		

OATI is offering LAC a 25% discount on all new functionality added to the Agreement during the full 15 year term.		
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**Table 2. Warranty and Service Level Commitment.**

In the cell below each question, describe Offeror's warranty for software performance and service level commitment.		
1.	Contractor shall warrant that the software shall be without material defects for the term of an Agreement. If software does not perform as warranted, Contractor shall use reasonable efforts, consistent with industry standards to cure the material defects. Should Contractor be unable to cure the material defect, County may terminate the Agreement for convenience and Contractor shall issue a prorated refund to County of any pre-paid fees for Services after the termination date. Termination will not be the County's only remedy for Contractor's failure to comply with the terms, conditions, and obligations of an Agreement. <b><u>Offerors are asked to describe in their RFP response their warranty for software performance.</u></b>	
	OATI warrants that the OATI solution will operate and provide the functionality as described in the RFP responses and how the solution has operated in Production for LAC for more than 10 years. As OATI is proposing an extension to the current agreement in place for the webTrader solution, the current warranty will be extended for the 15 year term LAC has requested.	
2.	Contractor shall use commercially reasonable efforts to make sure the software is available with the uptime percentage proposed in Offeror's RFP response. <b><u>Offerors are asked to describe in their RFP response their guaranteed uptime for their software, describe any remedy or rebates should Contractor not meet the service commitment, and describe how such a remedy or rebate would be applied throughout the term of an Agreement.</u></b>	
	Historically, since April 2020 through October 2022, OATI has provided 99.9% availability. OATI Data Centers, where the solution is located, is owned and maintained by OATI personnel, is an Active-Active Architecture that promotes this high availability.	

**Table 3. Los Alamos County Technology Standards Requirements for On-Premise, Hybrid, or Cloud/Hosted Solutions.**

The following Los Alamos County Technology Standards are required and shall be supported by the vendor, contractor, reseller henceforth called "Operator", for any County solicitation requiring technology or integration to the County network and incorporated into any resultant agreement. Standards are listed with the expectation that the Operator will provide software updates to allow Los Alamos County to stay on supported versions of hardware, underlying software and protocols as outlined below.

Respondents must provide documentation that they meet the requirements in respect to the solution that they are responding with. **On premise respondents do not need to comply with hosted requirements. Hosted solution respondents do not need to comply with on-premise requirements. If the solution is a hybrid of both categories of solution, then both on-premise and hosted requirements apply as applicable to the response.**

For each standard requirement in Table 3 below, check "YES" to indicate compliance, "NO" to indicate non-compliance, or N/A to indicate that the requirement is not applicable. In the cell beneath each standard requirement, ***briefly*** describe ***how*** Offeror will comply or why a standard requirement is not applicable. If Offeror can comply, but not exactly in the way described in the standard, please describe the substantial equivalent offered or alternate method for conforming to the requirement.

**If more space is needed, Offerors may respond using their own document, provided all of the questions are included in the order below.**

**Where other County policies or documents are referenced, Offeror's may find these policies on the County's website at the following web address:**

**[https://www.losalamosnm.us/government/departments/administrative\\_services/procurement/bids\\_rfp\\_s](https://www.losalamosnm.us/government/departments/administrative_services/procurement/bids_rfp_s)**

	STANDARD REQUIREMENT	YES	NO	N/A
Server Operating system (OS) (On-Premises)	Microsoft (MS) Windows Server 2019, 64 bit or current (Standard and Datacenter). Contractor software must be maintained to run on a supported platform service level as defined by Microsoft at the latest stable patch level. Departments will be responsible for licensing costs and must request cost estimates from Information Management (IM) Division.			N/A
	Not Applicable			
Server Hardware (On-Premise)	<b>Preferred:</b> Use of County VMware server platform. Environment design must be submitted and reviewed by IM Division for acceptance. Proposals shall include required hardware and licensing of VMware, operating system, and proposed application-based requirements. Application with a proven Virtual installation template is preferred.  Physical Server minimum hardware specifications consist of: Multi Socket/Multi Core processor Intel or AMD based server (standalone or blade server as determined by Los Alamos County IM Division with a minimum 64 GB RAM and RAID capability. Contractor software must be maintained to run on a supported platform service levels as defined by Microsoft at the latest stable patch level.			N/A
	Not Applicable			

Network Infrastructure	See LAC Standards and Specifications for Building and Campus Distribution Systems Version 3 (Primarily used for building construction purposes).			N/A
	The OATI system is cloud hosted and just requires standard internet connectivity to access. OATI has optional managed private network solutions available as well.			
Network (On-Premise)	Supported network protocol is TCP/IP (IPv4). Standards based NIC rated at 100/1000/10G copper or fiber is supported. If considering a 10G connection County IT network group shall be consulted to ensure equipment compatibility and availability at proposed site. Additional hardware cost, may be required of the project, based on project requirements, equipment and availability. The County uses Cisco technology as its default network equipment standard. Solutions shall be compatible with Cisco Network Technology.			N/A
	Not Applicable			
Remote Network Access (On-Premise)	Direct remote access to the County network and server environment shall be done using the County's Cisco AnyConnect SSH VPN. Once a VPN connection is established end-point connections are supported via Microsoft RDP. Operator support accounts shall be set up in accordance with the adopted Los Alamos County IT Usage and Security Policy #1210.			N/A
	Not Applicable			
LAC Network Account Privilege (On-Premise & Hosted)	Desktop Client Software shall function for end users with standard user privileges. user cannot install software and shall not have administrative rights.	Yes		
	Clients access the OATI system via their web browser. Administrative rights are not required.			
Desk Hardware (On-Premise & Hosted)	<b>Preferred:</b> Use of virtual desktop infrastructure (VDI) dual screen capable. County uses VMWare AppVolumes for Application Deployment and Packaging  Physical unit minimum hardware requirements consist of: Intel core i5 based processor, minimum 4 GB RAM, Intel integrated graphics 1280 capable video minimum, display port DVI input, 4 USB 2/3 ports.	Yes		
	OATI applications will work with the described hardware and setup.			
Desktop OS (On-Premise & Hosted)	Microsoft Windows 10 at current Service Pack (SP), Operator software must be maintained to run on a supported OS platform service level as defined by Microsoft at the latest stable patch level.	Yes		

	OATI applications work with Windows 10 at the latest stable patch level.			
Internet Browser (On-Premise & Hosted)	Internal County Network: Google Chrome and Edge, at its latest version, are the installed browsers on county devices. New web Applications must be based on HTML5. Applications requiring Microsoft Silverlight, Java and Flash are not supported. IM Division shall be consulted for compatibility issues prior to considering new application purchases requiring Java.	Yes		
	OATI applications are HTML5 based and work with Microsoft Edge and Google Chrome.			
Database Software Products (On-Premise)	<p>Supported database software is Microsoft (MS) SQL server version 2016 through current. New MS SQL Server product installations will require review, purchasing of licenses, appropriate hardware, and maintenance in support of proposed project or instance install to the County MS SQL Server Environment. MS SQL server software for new implementations shall be at within the Microsoft certified support release level or current. Server components for proposed projects require review and purchasing as part of the project initiative. Operator software must be maintained to run on a supported platform service level as defined by Microsoft.</p> <ul style="list-style-type: none"> <li>• Passwords are not permitted to be transported in clear/plain text.</li> <li>• Vendor implementation shall not use the SA password for user level functions. SA passwords shall be maintained by the County DBA.</li> <li>• Only database instances can be installed on the County MS-SQL Environment. If a vendor software component install is necessary on the database server, a standalone installation will be required.</li> <li>• Vendor software must use standard Access &amp; Connection architecture for accessing databases on the County MS-SQL Environment.</li> <li>• Applications based on Microsoft Access are not supported. Applications based on SQLEXPRESS version should be reviewed and the limitation understood by the customers and the vendor.</li> </ul> <p>Hosted solutions shall be compliant with or provide a method to provide the County with database exports in the MS-SQL Server format.</p>			N/A
	Not Applicable			
Internet: Collaboration and Web Publishing (On-Premise & Hosted)	Use of Internet apps or links shall be considered in collaboration with the Los Alamos Information Management Division Applications group for review to ensure that compatibility and Internet publishing protocols have been satisfied prior to formation of any agreement or installation.	Yes		
	OATI expects our system to pass this internal review.			

Intranet: Collaboration and Web Publishing <b>(On-Premise &amp; Hosted)</b>	Microsoft SharePoint Online is the basis for the County's Intranet. Any products that will integrate or utilize the County's Intranet site shall require a compatibility consultation with IM Division before purchase and implementation. Operator software shall be maintained to run on supported platform service levels as defined by Microsoft and/or the Intranet site vendor. Proposed Intranet software products shall be accompanied by roadmap for compatibility with MS SP Online.	Yes		
	The OATI system does not require integration with the County's intranet site.			
Productivity Software <b>(On-Premise &amp; Hosted)</b>	Los Alamos County uses Microsoft M365 Office Suite at its most recent version and service pack. Operator software using the Office suite must be maintained to run on supported platform service levels as defined by Microsoft.	Yes		
	The OATI system will work with the latest version and service pack of Microsoft M365 Office Suite.			
Email <b>(On-Premise &amp; Hosted)</b>	Microsoft M365 with hub transport for relay. If SMTP relay access from on premise vendor specific software is necessary, permission to use the County Email exchange shall be obtained prior to contracting or purchase of the software or solution. If SMTP relay access from hosted vendor specific software is necessary, preference is for SMTP relay to be hosted by vendor. The vendor specific solution must be supported and maintained to relay off County email domain and directed to hand off the email message to another mail server that can get the message closer to its intended recipient in accordance with service levels as defined by Microsoft for the M365 product.			N/A
	SMTP relay access is not required.			
Geographic Information Standards (GIS) <b>(On-Premise &amp; Hosted)</b>	The County uses strictly ArcGIS products by Esri for GIS. Desktop software for end users includes ArcGIS Desktop and ArcGIS Pro. GIS web services are provided as REST endpoints from ArcGIS Server using Internet Information Services (IIS). Our enterprise geodatabase is managed using ArcSDE with Microsoft SQL Server. Supported versions are one or two iterations behind the latest ESRI-supported release. The preferred method for applications to interact with GIS is via REST services. Web applications must be hosted in either ArcGIS Online or ArcGIS Portal.			N/A
	The OATI system is cloud hosted.			
Mobile Devices	Shall conform to Los Alamos County Mobile Policy #1240. Mobile devices requiring Intranet access must be secured through the County Mobile Device Management System.			N/A
	Not Applicable			

Security & SSL (On-Premise & Hosted)	<p>Intranet devices must be capable with multi-factor authentication using the County's current MFA systems. Any requirements for access to ports from the Internet into the County Network shall be approved via a technical review by the IM Division before product(s) purchase and implementation. Cisco Secure EndPoint Antivirus and Antispyware Enterprise software are used on all intranet computing devices. vendor solutions shall work in conjunction with stated antivirus products. SSL (Secure Socket Layer) encryption is required for both internal and external facing web applications.</p> <p>Devices requiring wireless access must a) be domain integrated or b) have the ability to accept captive portal agreement (a web page that the user of a public-access network is obliged to view and interact with before access is granted).</p>			N/A
	The OATI system is cloud hosted.			
Records	Shall conform to Los Alamos County Records and Information Governance Policy #0310	Yes		
E-Signature	Shall conform to Los Alamos County E-signature Policy #1220.	Yes		
Hosted/Cloud Based Services	<ul style="list-style-type: none"> <li>Los Alamos County is interested in taking advantage of Anything as a Service (XaaS) opportunity available through Cloud Service Providers (CSP), preferably in Government Cloud (GCC). CSP data centers must be located within the United States.</li> <li>Data centers must be FedRAMP certified for SaaS solutions procured by departments if they also store or may store Los Alamos National Laboratory (LANL) critical infrastructure data for County operations. Departments must verify with LANL authority to confirm that this requirement is applicable to the LANL information to be stored.</li> <li>Ownership of County data held in the CSP solution shall remain with the County of Los Alamos. County may have on-demand access to the data for export/download or have the data delivered by request by the CSP with a maximum 48-hour compliance window. Exports shall be in MS-SQL format.</li> </ul>	Yes		
	OATI's Data Centers are located in the US. OATI Data Centers are SOC 2 Type 2, NERC CIP, and NIST 800-53 compliant. The NIST standards are the same as those that will be incorporated in the FedRAMP program - OATI has already extended that level of security to all non-governmental customers. OATI customers retain full ownership rights of their Data.			

**Table 4. Additional Technical Questionnaire to Include on On-Premises and SaaS Solicitations**

<p><b>For each question in Table 4 below, please respond in the cell below the question. If a question is not applicable, please enter “Not Applicable” and briefly describe why it is not applicable.</b></p> <p><b>If more space is needed, Offerors may respond using their own document, provided all of the questions are included in the order below.</b></p>	
<p><b>A. Service Level Agreement / Support Maintenance.</b></p>	
<p>1. <b>[SaaS]</b> Provide proposed Service Level Agreements including Uptime (scheduled and/or unscheduled downtime) and other service metrics (user response times, percent delivered within 30 seconds), and compensations for missed performance benchmarks.</p>	<p>The OATI Cloud combines two OATI Data Centers configured in a primary-primary configuration to provide customers with the most robust redundancy and reliability for their mission-critical applications. Through the use of geographically diverse Data Centers, coupled with Active/Active replication contained within the highest tier of physical infrastructure, OATI has redefined expectations for the energy industry. Additionally, OATI support for this infrastructure plus the software is provided 24x7x365 by highly trained professionals, providing OATI customers with the support needed to ensure high availability. As part of the ongoing maintenance, OATI provides all fixes and software releases. Customers can rely on a fully redundant, monitored, and compliant set of solutions to enjoy unparalleled availability, scalability, and performance. OATI contractually provides 99.5% availability, and with actual availability at the highest levels: April 2020 through October 2022: average availability was 99.9% with October 2022 availability 100%.</p>
<p>2. <b>[On-Premise/SaaS]</b> Provide Support Options and all terms of support, including support hours and methods of contacting support.</p>	<p>OATI Customer Support includes a 24x7x365 multi-Tier support structure to provide support for the infrastructure, platform, application, and end users. OATI has implemented a three-tier notification and escalation mechanism that provides a first point of contact for problem resolution or diagnostics via the OATI Project Manager during regular business hours and the OATI Help Desk for after-hours support. The second tier contact is the escalation path for technical assistance. Tier 3 support is used for infrastructure and environmental events that include system hardware failure, system software problems outside of the business application software functionality, electric energy supply interruptions, HVAC malfunctions or any other system, building, or other event that impacts system availability. The OATI Help Desk Response Time matrix is presented below. The response time deadlines for the Critical Production System items are met by making direct contact with the customer. Customer will provide contact information, review, and update periodically as needed. Support staff can be contacted by telephone or by e-mail. Critical problems must be reported by telephone to the OATI Help Desk. OATI will respond to reported critical Production System events within 30 minutes of the event notification when OATI published support procedures are followed. The deadlines are met by making direct contact with the customer, and represent worst-case scenario expectations.</p>



3.	<b>[On-Premise/SaaS]</b> Provide the communication plan for communicating system upgrades, and all other maintenances and service interruptions.
	System upgrades are managed by OATI Project Managers working with the customer team. The OATI Project Managers discuss and plan the system upgrades with the customers during the regular project meetings. All other maintenances and service interruptions are communicated to the customers through the automated OATI Outage Notification system or directly by the OATI Project Managers.
4.	<b>[On-Premise/SaaS]</b> Describe the methodology for testing and certifying upgrades and patches to ensure that they work properly. Describe the mechanism of versioning roll back in case of issues.
	Normally, OATI provides a major release on an annual basis and quarterly Service Packs (SPs) and between major Releases. If the customer chooses to deploy the new Release or a SP on their Production System, the customer and the OATI team will work together to determine the best time to deploy the new release or SP. OATI gives customers the opportunity to test and verify software upgrades and SPs in a Development Environment before they are deployed to the Production Environment. OATI will handle any rollback processes if applicable as well, although, very unlikely based on our experience.
5.	<b>[On-Premise/SaaS]</b> Describe the process of applying upgrades and patches including, if there are client/user responsibilities, and a responsibility matrix for the tasks involved.
	<p>OATI project deployment for upgraded versions, SPs or “bug fixes” and patches are generally handled as follows:</p> <ol style="list-style-type: none"> <li>OATI works directly with the customer to schedule upgrades, SPs, “bug fixes” or patches.</li> <li>When a patch is needed for a specific customer solution, the Project and Development Team works together to provide a patch for the customer that is applied upon concurrence from the customers’ Project Management team.</li> <li>For non-critical variances, Service Packs are created from both customer reported issues (made via the OATI webSupport tool) and internal variances that may be found. The OATI teams combine them into a minor version upgrade and schedules them for the customer’s system. This is coordinated with the customer’s Project Management team and applied to the project. Per OATI standard Project Management, minor updates, patches, and upgrades are applied to the customer Development System for customer testing and approval and then applied to the Production System in coordination with the customer.</li> </ol>
6.	<b>[On-Premise/SaaS]</b> Provide a brief history of product upgrades and interim patches/fixes released in the last 18 months.
	During the last 18 months the OATI Development Team issued 6 webTrader System SP Releases and 6 SP Patches.
7.	<b>[On-Premise/SaaS]</b> Identify the most current stable release and patch level, certified for support, for all software and firmware, and acknowledge that all software and firmware will be installed to those levels.

The SP Release 9.015 is the most up to date certified version of the OATI webTrader solution. OATI acknowledges that this version of this SP Release will be used for this Energy Trade Capture and Scheduling Software proposal.

**B. Ownership / Recovery**

1. **[SaaS]** Acknowledge the following: County retains all rights to its data and materials. Use of the Contractor's system confers no ownership rights to the Contractor and County Materials and Data may be used by the Contractor only as necessary to provide contracted services.

Yes, LAC will retain rights to the data in the solution. OATI will only utilize the LAC data to provide the contracted services to LAC.

2. **[On-Premise/SaaS]** Discuss how the solution meets statutory requirements for data ((ex. PII, HIPAA, CJIS, Gramm-Leach-Bliley Act, FIPS 199...)).

OATI complies with applicable requirements in the energy industry regarding security, confidentiality, and protection of customer data. OATI solutions have earned strong reputations for security and reliability in the energy industry. This strength is founded upon continuous commitment to the industry through voluntary compliance with standards established for industry participants, including privacy and information security standards. OATI voluntarily undergoes yearly examinations to establish compliance with industry standards for the benefit of its clients. Each set of standards contains specific and detailed requirements including administrative, physical, and technical safeguards. As new standards develop in the industry, OATI continues to look at these as "best business practices," adopting and integrating them into control. OATI complies with applicable requirements in the energy industry regarding security, confidentiality and protection of customer data. OATI conducts annual third-party examinations to demonstrate its commitment to security. These annual audits now include SOC 2 Type 2 which incorporates NIST SP 800-53 as well as NERC CIP standards, webTrust for Certification Authorities - Principles and Criteria, webTrust for Certification Authorities - SSL Baseline with Network Security (Certificate Authority/Browser (CA/B) Forum Baseline Requirements, and NAESB Wholesale Electric Quadrant-012 (WEQ) PKI standards.

3. **[SaaS]** Discuss access to the County's data via ODBC or alternative method, and any limitations to that access.

OATI provides various ways for customers to access data in the system. The most common of which is web services. The OATI Applications have a set of web services that can be used by County to access the data internal to the system. OATI also provides an optional DMZ system where select solution data are replicated and available for access by County via ODBC connections.

4. **[On-Premise/SaaS]** Describe the support provided for performing legal discovery on the system.

In the event of a request for Legal Hold, OATI offers the ability for all data to be saved and made available pursuant to legal requirements.

5. **[SaaS]** Describe the method(s) of turning over County data, and providing a reader for that data, upon termination of services.

Upon termination of the contract, OATI will provide data to County as specified in the contract.	
<b>C. Administration</b>	
1.	<b>[On-Premise/SaaS]</b> Describe the use of Permission Levels, Roles or other mechanisms to manage authorities to create read, update, and delete data.
The user privileges are controlled within OATI applications based on security roles. All the role based privileges are configured within the OATI application.	
2.	<b>[On-Premise/SaaS]</b> Describe the system's use of Active Directory Groups and Group Policies.
OATI has optional webSmartAccess application that can utilize the company's Active Directory for user authentication. The user privileges are controlled within OATI applications based on security roles. The company can provision and de-provision the users from their active directory groups. All the role based privileges are configured within the OATI application.	
3.	<b>[On-Premise/SaaS]</b> Describe authentication mechanisms available.
The OATI applications use a multifactor authentication system that requires the user to provide username, password and OATI webCARES Digital Certificate. It uses a cookie based authentication where the cookies are encrypted using standard Microsoft Data Protection and cryptography algorithms and are marked HTTPOnly and secure. The system supports OAuth 2.0 compliance for authentication and authorization. It uses SSL and TLS for communication and generates the authentication token in JWT token format. It also provides authentication integration with external Identity providers. ADFS integration using open ID Connect and SAML protocols - Integration with cloud based authentication services like Azure AD and OKTA. All user access requests and modification of user data are audited and logged.	
4.	<b>[On-Premise/SaaS]</b> Describe the ability of users to maintain their own profile.
The OATI applications require each user to have their own unique account/profile. User authentication, password management, client certificate validation are all designed for each user to have their own unique account. The application does not allow the same user account to be logged in from two or more locations at the same time. Users are assigned to an organization and one or more specific security role within that organization.	
5.	<b>[On-Premise/SaaS]</b> Describe any interfaces or integrations with Directory Services.
The OATI standard cyber security access architecture requires utilization of user name, password, and OATI webCARES Client Digital Certificates for data and User Interfaces (UI), thus assuring that the credentials of client accessing systems hosted at OATI are fully validated to the utmost cyber security technology through OATI webCARES, the NAESB authorized Certificate Authority. OATI certificates conform to RFC 5280: Internet X.509 PKI Certificate and CRL Profile.	

<b>D. Security</b>
1. <b>[SaaS]</b> Describe the classification of the proposed Cloud solution. Is the solution SaaS, PaaS, IaaS or a combination of the classification types? Is the solution hosted, owned and operated, by CSP or is the solution a partnership of several CSPs including infrastructure partners?
<p>The OATI solution is SaaS. The solution is hosted, owned and operated by OATI.</p>
2. <b>[SaaS]</b> Describe the security measures in-place, and available, to protect the system and its data.
<p>OATI's Hosted Environment features many layers of physical and cyber security. Each Data Center is housed in a concrete reinforced structure inside one of our facilities, and access is controlled by biometrics as well as badge readers and logged. Motion detection and video surveillance is in place throughout.</p> <p>Multiple firewalls control all cyber access to the Data Centers, and Intrusion Detection Systems monitor and report on all connectivity to external networks. External network intrusion detection tests are conducted monthly to verify the effectiveness of OATI's cyber security. Anti-virus, malware detection and HIDS software is deployed to all servers and is centrally managed and configured with daily signature updates.</p> <p>Client access to systems hosted in the Data Center requires username, password, and OATI webCARES Digital Certificate. All client network traffic is encrypted via HTTPS. Access control systems and change management systems restrict administrative access and make sure that all changes are documented and approved.</p> <p>OATI's undergoes annual audits which test cyber and physical security and policies. Copies of audit reports are available to our customers annually.</p>
3. <b>[SaaS]</b> Submit details on hosted or cloud service provider's data center and information security compliance.
<p>The OATI Cloud consists of two Data Centers owned and operated by OATI. These Data Centers feature extensive physical security and redundancy, and are designed to meet the Uptime Institute's Tier 4 rating. Each Data Center is housed in a concrete reinforced structure inside one of our facilities, and access is controlled by biometrics as well as badge readers and logged. Motion detection and video surveillance is in place throughout. The Data Centers feature redundant electrical systems, including redundant backup generators. They also feature redundant mechanical and cooling systems. The newer of the two Data Centers, OATI's South Campus, is a Microgrid facility capable of running completely off-grid indefinitely.</p> <p>OATI's undergoes annual audits which tests cyber and physical security and policies. Copies of audit reports are provided to our customers annually. OATI's security controls and the NERC CIP standards are incorporated into this audit.</p> <p>OATI also completes an annual SOC 2 Type 2 incorporating NERC CIP requirements as well as a NIST SP 800-53 examination. An audit report is available to customers annually.</p>

4. <b>[SaaS]</b> Identify any encryption algorithms used.
OATI webCARES uses 128 bit TLS encryption for web traffic. Our Encryption keys are 2048 bits in size, and are issued from a 4096 bit issuer and root. The Certificates are signed with an RSA SHA-256 Hash/Signature Algorithm, and are issued from our Industry leading, WEQ-12 certified Certificate Authority. The OATI Certificate Authority undergoes annual WebTrust, WEQ-12 and CAB Forum audits.
5. <b>[SaaS]</b> Describe the policies that apply to, and notification measures to be used in the event of a security breach.
Notification of the occurrence of a suspected catastrophic event disrupting business processes at an OATI Data Center is governed internal policies and procedures. Cybersecurity incidents are governed by a Cyber Security Incident Response Plan. The Security Team is responsible for characterizing and classifying events as reportable Cyber Security Incidents and for making the decision of whether an event is a reportable Cyber Security Incident. The Incident Response Team is responsible for crisis management, including notifying customers during any security incident that affects customers' use of OATI services and products.
<b>E. Compatibility &amp; Requirements</b>
1. <b>[On-Premise/SaaS]</b> Acknowledge review of County's Technology Standards and provide narrative as to the compatibility of the elements listed that is applicable to the proposed solution.
Desktop hardware
OATI recommends a quad-core CPU and 16GB RAM.
Windows operating system
Microsoft Windows 10 or newer.
Web Browsers
Google Chrome or Microsoft Edge.
Compatibility with collaboration and web publishing tools
N/A.
SSL Encryption
All client traffic is encrypted via HTTPS using TLS 1.2.
ESRI GIS mapping functionality
N/A.
Android and IOS mobile operating systems
N/A.
2. <b>[On-Premise/SaaS]</b> Does your proposed solution have specific network requirements for characteristics such as bandwidth, Protocols, TCP Ports, Latency, Packet loss, Jitter or other network characteristics? Identify and discuss those requirements.
No specific network requirements.
3. <b>[On-Premise/SaaS]</b> The County has many software in use. The proposal should not compromise existing software. Discuss any known incompatibilities with other software.

The system does not require any software installation and has no known incompatibilities.	
4.	<b>[On-Premise/SaaS]</b> Describe any dependencies with 3rd party software/services, e.g., Java, .NET, Crystal Reports, MySQL, including the supported version(s) of the software and whether the proposal includes the software, its licensing and its installation.
No third-party software or services is required to be installed on client PCs.	
5.	<b>[On-Premise/SaaS]</b> Identify and discuss any known hardware compatibility issues and requirements.
No known hardware compatibility issues.	
6.	<b>[On-Premise/SaaS]</b> Describe the use and requirements of all County resources that are expected to be used in the proposal, e.g., DHCP services, DNS services, SMTP services, electrical power, uninterruptible power supplies, video conferencing, data center rack space, word processing software, cooling capacity, training facilities.
No county resources are required besides client PCs with standard web browsers.	
<b>F. Business Continuity and Disaster Recovery</b>	
1.	<b>[SaaS]</b> Submit information on Cloud Service Provider and physical infrastructure including locations and internet connectivity.
<p>The OATI Cloud consists of two Data Centers in Minnesota owned and operated by OATI. These Data Centers feature extensive physical security and redundancy, and are designed to meet the Uptime Institute's Tier 4 rating. Each Data Center is housed in a concrete reinforced structure inside one of our facilities, and access is controlled by biometrics as well as badge readers and logged. Motion detection and video surveillance is in place throughout. The Data Centers feature redundant electrical systems, including redundant backup generators. They also feature redundant mechanical and cooling systems. The newer of the two Data Centers, OATI's South Campus, is a Microgrid facility capable of running completely off-grid indefinitely. OATI Data Centers utilize multiple Tier one providers with large bandwidth and cross connections between Data Centers</p>	
2.	<b>[SaaS]</b> Submit Business Continuity and Disaster Recovery plans.
<p>OATI has established a formal Business Continuity Plan that is reviewed annually. OATI does not disclose internal policies due to security concerns. OATI, as an organization, has formal Disaster Recovery plans which are tested and updated regularly. These plans cover staff redundancy, staff relocation, continuation of operation, etc.</p> <p>OATI Cloud (hosted in OATI's Data Centers), Failover/Disaster Recovery tests are a standard part of the OATI value proposition. OATI inter-site transition tests are conducted monthly on all OATI Production Systems. OATI has been conducting such tests for the past ten years. The OATI Recovery Time Objective (RTO) is less than five minutes, with actual average system time to recover currently less than 1.5 minutes. OATI Hosted Solutions undergo monthly failover tests as a standard. OATI's Hosted Environment includes an Active/Active Architecture that provides application availability from two separate Data Centers. Backend data processing is handled by a four-node active/passive cluster. Two cluster members are hosted at each site, and databases can run at either site. Storage systems are configured at each</p>	

site with continuous synchronous data replication between the two sites. Failover between sites in this configuration can be achieved in about two minutes with zero data loss. All OATI systems participate in monthly site transition drills to test the outgoing ability to fail over. In addition, multiple application and web servers are configured at both sites and are active at all times. Both sites feature full monitoring systems and network and systems redundancy. This configuration provides outstanding availability of the system. Maintenance can be performed on any server or network device without affecting uptime of the system. Network outages at one Data Center simply results in network traffic routing through the other Data Center. Complete outage of an entire site would result in less than 5 minutes of downtime.

3. **[SaaS]** Submit descriptions of any Data Center(s) pertinent to the proposal including their Tier and salient characteristics.

The OATI Cloud consists of two Data Centers in Minnesota owned and operated by OATI. These Data Centers feature extensive physical security and redundancy, and are designed to meet the Uptime Institute's Tier 4 rating. Each Data Center is housed in a concrete reinforced structure inside one of our facilities, and access is controlled by biometrics as well as badge readers and logged. Motion detection and video surveillance is in place throughout. The Data Centers feature redundant electrical systems, including redundant backup generators. They also feature redundant mechanical and cooling systems. The newer of the two Data Centers, OATI's South Campus, is a Microgrid facility capable of running completely off-grid indefinitely. OATI Data Centers utilize multiple Tier one providers with large bandwidth and cross connections between Data Centers.

4. **[SaaS]** Describe the backup plan for the proposal.

The OATI Cloud infrastructure provides redundant production Data Centers, with continuous data replication between sites. Hosted applications reside at both sites, with web and application servers serving requests from both Data Centers. The database layer is a geographically-dispersed cluster, and can fail over between sites in less than 5 minutes. In the case of disaster at either Data Center, the other Data Center is fully capable of continuing operations. The Recovery Time Objective (RTO) for OATI hosted applications is 5 minutes, and the Recovery Point Objective (RPO) is 0 - no data loss. OATI performs monthly after hours inter-site transfer drills in which data processing for all OATI systems is transferred from one site to the other. This exercises and confirms disaster recovery and RTO for every OATI hosted system.

5. **[SaaS]** Describe the Who, What, When, Where, Why and How of the software escrow.

Software escrow is available as an optional service. OATI establishes an account in customer's name with the OATI escrow holder (Iron Mountain) and deposits base software code as well as periodic updates based on customer requests. Release of escrow is based on mutually negotiated events or situations.

6. **[SaaS]** Describe the Who, What, When, Where, Why and How of recovering the County's data should the successful Contractor cease operations.

In the event that OATI were to cease operations, data would be returned to all customers. OATI makes no claim of right or interest in or to any customer data residing in the OATI Data Centers.	
<b>G. System Monitoring and Alerting</b>	
1. <b>[On-Premise/SaaS]</b> Describe the system's capabilities that support system monitoring and alerting in Netreo Omnicenter system or another monitoring and management system.	
The OATI solution is SaaS and does not have any integrations with customer monitoring tools.	
<b>H. Hardware and Software</b>	
1. <b>[On-Premise/SaaS]</b> Submit a complete itemized schedule of all hardware contained in the proposal.	
No hardware is delivered as part of this proposal.	
2. <b>[On-Premise/SaaS]</b> Submit a complete itemized schedule of all software contained in the proposal.	
This proposal includes OATI webTrader software, delivered as a service (SaaS). No software components are installed on user PCs as part of this proposal.	
3. <b>[On-Premise/SaaS]</b> Should your solution require additional software, hardware, etc., Offerors to acknowledge that the County may separately procure the proposed hardware and software, other products or its equivalent specified by the Contractor, or substitute functionally equivalent hardware, software or other products for use in the proposed system. Confirm that such procurement or substitution shall have no effect on Contractor's warranty, support, or other obligations.	
The OATI solution does not require LAC to procure any additional software or hardware.	

**Table 5. Electric Industry Data Exchange ("EIDE")**

Offerors are asked to confirm the ability to exchange real-time and non-real-time periodic data, such as meter data, schedule data, and other power system data with the County's Balancing Authority, Public Service Company of New Mexico ("PNM"), using WECC standard EIDE communications protocol, in increments of five minutes or less. Check "YES" to indicate compliance, "NO" to indicate non-compliance in the area beside item A below to confirm ability to meet this requirement. Utilize the blank cell below A. to describe the frequency options for EIDE transmissions and any other specific EIDE functional capabilities.  <b>If more space is needed, Offerors may respond using their own document.</b>	<b>YES</b>	<b>NO</b>
<b>A. EIDE Capability:</b>		
LAC currently uses EIDE with their webTrader solution to communicate with PNM. The information is transmitted immediately upon execution by the sending party. The current OATI EIDE functionality in production at LAC easily meets the standard less than 5 minute requirements.		