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Meeting Date: December 13, 2023  
Staff Contact: H. Warren Field/Plant Division Manager

**TITLE: C-23-27 – Approval of Contract – CE000XXXX, IFS.**

**ACTION: Recommend Approval**

**Summary:**

These services will be procured pursuant to the authority contained in section 7(a)(19) of the Rules Governing Procurement for the Albuquerque Bernalillo County Water Utility Authority (Water Authority). Resolution R-18-14 requires board approval for any purchase in an amount exceeding \$500,000.

The Water Authority utilizes Clevest Mobile Workforce Management (MWM) an IFS software that automates workflows for real-time work order completion. Approximately 7,000 work orders for AMI installs, turn on/off's, high consumption, no reads, corrective maintenance, and line locates are completed each month without any manual closeout. The software allows a single MWM platform that communicates with multiple Water Authority databases. e.g., Customers Service's billing software CC&B, NM 811, Maximo

Approval of this item shall also serve as delegation of authority for the Executive Director to approve all future amendments to this Contract, if any.

**FISCAL IMPACT:**

\$142,022.24 excluding NM GRT for FY24 for which appropriations have been made in the annual budget, totaling \$1,004,000 for the five year term of the agreement.

## ORDER FORM



**GENERAL INFORMATION:**

|  |                       |                                  |
|--|-----------------------|----------------------------------|
| Order No.: 57052   |                       | Order Form Start Date: 15-Dec-23 |
| Order Type:  | New Sales             |                                  |
| Customer Name (also referred to as "Customer" or "Licensee"): Albuquerque Bernalillo County Water Utility Authority  |                       | IFS Customer ID: 6000066858      |
| Customer Address: 1 Civic Plz Nw Fl 10, Albuquerque, NM, 87102, United States  |                       |                                  |
| Billing Address: 1 Civic Plz Nw Fl 10, Albuquerque, NM, 87102, United States   |                       |                                  |
| Billing Contact: Hobert Warren   | Phone: (505) 289-3058 | E-mail: hwarren@abcwua.org       |
| Delivery Address: 1 Civic Plz Nw Fl 10, Albuquerque, NM, 87102, United States  |                       |                                  |
| Delivery Contact: Hobert Warren  | Phone: (505) 289-3058 | E-mail: hwarren@abcwua.org       |
| Customer Contact (Technical): Hobert Warren  | Phone: (505) 289-3058 | E-mail: hwarren@abcwua.org       |
| Customer Contact (Legal Notices): Hobert Warren  |                       |                                  |
| If PO required* state PO Number:<br>* for Customer's administrative purposes only  |                       |                                  |
| Currency: All amounts stated in this Order Form are in USD.<br>Payment Terms: Net 30 days from Invoice Date.   |                       |                                  |
| All amounts are exclusive of taxes which will be payable in addition to the fees listed above. If a payment due date does not fall on a business day, the applicable payment shall be due and payable on the business day immediately prior to the payment due date. Unless otherwise explicitly stated, all fees are non-cancellable and non-refundable. Unless otherwise stated below, license fees and Subscription fees are due on the Order Form start date. Fees for Support Services, IFS Cloud Services and other recurring fees are payable according to the applicable payment interval as stated below, the first being due on the Order Form start date unless otherwise stated. |                       |                                  |
| Indexation: Lesser of 6% or Canada Consumer Price Index<br>All recurring fees (including for example Subscription fees paid over time) are subject to annual indexation from the next anniversary date as per the agreement between IFS and Customer. In addition to annual indexation, third-party software related recurring fees may be subject to additional annual revision to reflect any third-party fee increases.   |                       |                                  |

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|---|
| <b>TERM:</b>  |
| Subscription License:<br>Subscription term commences on Order Form Start Date for a term of 60 months ("Subscription Term") |

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| <b>SUPPORT INFORMATION:</b>  |
| Support Terms: As set forth in the IFS Platinum Support Terms found at <a href="https://www.ifs.com/corp/legal/">https://www.ifs.com/corp/legal/</a> . |
| Service Hours Country and Time-zone: USA - Central Time  |

**SOFTWARE:**

| Serial No | Software Type     | Software   | Part No | License Type | Use Type | Use Level Quantity |
|-----------|-------------------|--|---------|--------------|----------|--------------------|
| 1         | License - Clevest | MWM Configuration Toolset (Includes up to 5 Seat Licenses) | MWM-CFG | Subscription | Fixed    | 1                  |
| 2         | License - Clevest | MWM Enterprise Mobility Platform - Disaster Recovery       | MWM-DR  | Subscription | Fixed    | 1                  |

|   |                   |  |                |              |            |     |
|---|-------------------|--|----------------|--------------|------------|-----|
| 3 | License - Clevest | MWM Enterprise Mobility Platform - Premium           | MWM-EMP-PRE    | Subscription | Fixed      | 1   |
| 4 | License - Clevest | MWM Enterprise Mobility Platform - High Availability | MWM-HA         | Subscription | Fixed      | 1   |
| 5 | License - Clevest | MWM Mobile (Seat License)                            | MWM-MOBILE     | Subscription | Named User | 130 |
| 6 | License - Clevest | MWM Mobile Supervisor (Seat License)                 | MWM-MOBILE-SPV | Subscription | Named User | 30  |
| 7 | License - Clevest | MWM Office (Seat License)                            | MWM-OFFICE     | Subscription | Named User | 84  |
| 8 | License - Clevest | MWM Office for Managers (Seat License)               | MWM-OFFICE-MGR | Subscription | Named User | 40  |

**SUPPORT SERVICES:**

| IFS or Third Party | Software and Support Plan        | Part No              | Support Services Rate        |
|--------------------|----------------------------------|----------------------|------------------------------|
| IFS Products       | Clevest Maintenance MWM Platinum | CLEVMANTMWM-PLATINUM | Included in Subscription Fee |

**FEES:**

| IFS or Third Party | Subscription fee over Subscription Term |
|--------------------|---|
| IFS Products       | \$1,004,000                             |

**PAYMENT PROFILE:**

| Invoice Due Date:  | Payment*:    |
|--|--------------|
| Invoiced immediately and due as per payment terms above    | \$142,022.24 |
| Due on 1 <sup>st</sup> Anniversary Date of this Order Form | \$192,501.94 |
| Due on 2 <sup>nd</sup> Anniversary Date of this Order Form | \$223,158.61 |
| Due on 3 <sup>rd</sup> Anniversary Date of this Order Form | \$223,158.61 |
| Due on 4 <sup>th</sup> Anniversary Date of this Order Form | \$223,158.61 |

\*The above payments will be adjusted each year to include Indexation (as detailed above). Indexation will be calculated on the related recurring fees and future payments will be adjusted proportionately.

**ADDITIONAL TERMS:**

**Unleashed Customer Tickets.** The Customer has been allocated two (2) Customer tickets to "IFS Unleashed 2024" as indicated in the table below.

- IFS Unleashed conference takes place in Orlando, Florida on 14-18 October 2024. Tickets to other IFS events are not included. Tickets and attendance are subject to acceptance of IFS' terms and conditions which can be accessed in FAQ of conference webpage.
- Customer Ticket: \$1,999 includes (1) attendance at all IFS Unleashed customer sessions; (2) attendance at the IFS Unleashed exhibition; (3) ticket to IFS networking dinners and entertainment on Tuesday and Wednesday evenings. Accommodation and travel costs are not included.
- Customer is responsible for: (a) ensuring its attendance at IFS Unleashed is in compliance with Customers' own governance and compliance rules; (b) ensuring that its attendees are able to travel to the conference, insurance during travel and the conference, as well as for compliance with US immigration rules (including any travel rules specific to COVID-19); (c) all travel and accommodation costs plus expenses of its attendees while attending IFS Unleashed (IFS only fund for planned events made available as part of the ticket); and (d) ensuring its attendees comply with IFS' conference rules whilst at IFS Unleashed events.

**Product Terms.** Additional terms for third-party software applicable to this Order Form are set out in the <https://www.ifs.com/corp/legal/>.

**Order Form Validity.** Customer must sign and return this Order Form to IFS by on 15-Dec-23 6:00:00 PM. This Order Form and the terms shall not be valid after such date unless IFS countersigns and returns the Order Form to Customer.

**Governing Terms.** This Order Form is entered into pursuant to and governed by between Customer and IFS, including documents incorporated therein by reference ("Master Agreement"). In the event of a conflict or inconsistency between the terms comprising the agreement between the parties the order of precedence shall be (1) Product Terms (as applicable) (2) this Order Form including documents referenced herein (3) Master Agreement and any applicable Addendum to the Master Agreement (4) Documentation.

THE UNDERSIGNED INDIVIDUALS CONFIRM THAT THEY ARE DULY AUTHORIZED BY THEIR RESPECTIVE ENTITIES TO EXECUTE THIS ORDER FORM SUCH ENTITY'S BEHALF.

**CUSTOMER**

**IFS**

Signature:

Signature:

Name: Mark Sanchez

Name: David Spencer

Title: Executive Director

Title: President, IFS North America

Date:

Date: