



DEPARTMENT OF FINANCE AND PURCHASING

2111 Beery Road
Harrisonburg, VA 22801
540-432-7794
540-432-1640 Fax

Table with 3 columns: ISSUE DATE, REQUEST FOR PROPOSAL NUMBER, FOR; DEPARTMENT, DATE/TIME OF CLOSING, CONTRACT ADMINISTRATOR.

Proposals - In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified.

NAME AND ADDRESS OF FIRM:

Telephone/Fax No.:

Blank lines for firm name and address.

Federal Employer Identification # :

State Corporation Commission #:

E-Mail:

Prompt Payment Discount: ___% for payment within ___days/net ___days

By signing this proposal, Vendor(s) certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this RFP.

CHECK ONE: [] INDIVIDUAL [] PARTNERSHIP [] CORPORATION [] LLC

Vendor's Legally Authorized Signature

Date

Print Name

Title

Sealed proposals, subject to terms and conditions of this Request for Proposal will be received by the City of Harrisonburg Purchasing Agent at 2111 Beery Road, Harrisonburg, Virginia 22801 until the date/ time specified above for furnishing items or services delivered or furnished to specified destinations within the time specified or stipulated by the vendor(s).



City of Harrisonburg

Request for Proposal

Pilot System of Advanced Metering Infrastructure

Project Number 456-11-12

April 6, 2012

Proposals must be delivered to:

Pat Hilliard, Purchasing Agent
City of Harrisonburg, VA
2111 Beery Road
Harrisonburg, VA, 22801

Proposal Due: May 15, 2012 @ 3:00 PM

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1.0 - INVITATION TO SUBMIT PROPOSALS

Sealed Proposals are requested and will be received by the City of Harrisonburg for Department of Public Utilities furnishing a "Pilot System of Advanced Metering Infrastructure." The pilot system shall consist of 300 remote meters plus all infrastructure that is necessary to make the system complete and operable. Sealed Proposals will be accepted at the office of the Purchasing Agent, City of Harrisonburg, 2111 Beery Rd, Harrisonburg, VA 22801 on May 15, 2012 until 3:00 PM, local time. Proposals received after this time will be returned un-opened.

Any questions regarding the specifications of the proposal must be submitted in writing to Sherri Sherman, Utilities Supervisor at Sherri.Sherman@harrisonburgva.gov. Any questions deemed relevant to the RFP will be posted as an addenda at www.harrisonburgva.gov/bids.

Each Proposal shall be submitted in a sealed envelope addressed to City of Harrisonburg and clearly marked "RFP for a Pilot System of Advanced Metering Infrastructure".

2.0 - INTRODUCTION AND BACKGROUND

The City of Harrisonburg is soliciting proposals for a Pilot System of Advanced Metering Infrastructure (AMI). The pilot format is intended to allow the City to evaluate technology that is available in the market and to gain insight into the type of system that is the "best value" for its application. The "best value" shall be defined in terms of improving the process for collecting monthly water utility meter data, for performing subsequent billing, and for enhancing the utility purveyor's interface with its customers.

The City of Harrisonburg mission is to provide the most economical and reliable service available to its customers. The City of Harrisonburg expects that the AMI system will serve as a vital tool for achieving its vision as it moves forward. The AMI system is expected to provide information technology which shall:

- 1) Improve the City of Harrisonburg operational efficiency and reduce costs through remote transmission and central retrieval of interval data from water meter reads. In addition, the system shall provide ancillary notifications of leaks, tampering, theft, high consumption, low consumption; the system shall also provide trending and analysis features for user patterns.
- 2) Significantly enhance City services such as on demand meter and user data. Remote activations and deactivations of meters are highly desirable.
- 3) Provide the City of Harrisonburg customers with a self service web portal and email and text notifications, thereby empowering the City of Harrisonburg residents and businesses to control utility usage, costs and advance "Green" initiatives.

The successful respondent(s) will be selected based on the ability to meet the City of Harrisonburg's vision for the future.

3.0 – PREPARATION OF PROPOSALS

The Vendor shall submit their sealed Proposal on the proposal forms provided. The Proposal shall be executed properly and all writing shall be ink or typewritten, except the signature of the Vendor that shall be written in ink.

The Vendor shall complete all information requested in the bidder package.

Vendors are requested to submit their Proposals directly to City of Harrisonburg in a properly sealed envelope. If the Vendor is a corporation, the legal name of the corporation, the state of incorporation and the business address shall be set forth together with signature of the officer or officers authorized to sign contracts on behalf of the corporation. If applicable, the Va State Corporation Commission number must be provided (See 13.0). The corporate seal shall also be affixed. If the Vendor is a partnership, the true name and address of the firm shall be set forth together with the signatures of authorized partners. If the Vendor is an individual, the signature and address shall be inscribed. If the signature is by an agent other than an officer of the corporation or member of the partnership, a power of attorney must be submitted with the Proposal; otherwise, the Proposal may be regarded as irregular. All names must be printed below the signature.

The City of Harrisonburg requests that vendor shall provide (1) original signed copy and (3) additional copies of their response.

4.0 - INSTRUCTION TO VENDORS

The general terms and conditions which follow apply to all purchases and services and become a definite part of each formal invitation to propose, purchase order, or contract issued by City of Harrisonburg, unless otherwise specified. By submitting a proposal, the vendor agrees to be bound by these terms and conditions. Vendors or their authorized representatives are expected to fully inform themselves of the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the vendors own risk and will not secure relief on the plea of error.

5.0 - AWARD OF CONTRACT

The City may select one or more proposals to implement as pilot systems. The award(s) will be made using the "Best Value" principle. The following will be considered in the determination of "Best Value":

- Deliverables to meet Section 2.0, item 1.
- Deliverables to meet Section 2.0, item 2.
- Deliverables to meet Section 2.0, item 3.
- Cost of the pilot program (lifecycle).
- Cost to implement a full system (lifecycle).
- The ability to build the system incrementally and to provide flexibility in future capital cash flow.
- Flexibility to utilize or minimize the use of City Information Technology (IT) staff and resources.
- Simplicity with permitting and operating the system.

The City of Harrisonburg reserves the right to reject any or all Proposals and to award a contract to any vendor deemed to be in the best interests of the City of Harrisonburg.

6.0 – PROJECT IMPLEMENTATION

- 6.1 Immediately upon receipt of Notice to Proceed, the City and Vendor shall develop and submit a project activity network diagram and schedule (ND&S). This ND&S shall reflect the work authorized by the City of Harrisonburg under the schemes described herein. This ND&S must be approved by the City of Harrisonburg prior to the commencement of work. The mutually agreed upon ND&S will become an integral part of the contract.
- 6.2 This project will expect the successful bidder to fully preplan the design, implementation and closure phases of the system. This shall include team meetings with various stakeholders to assure the requirements are fully disclosed and addressed.
- 6.3 The project will expect the successful bidder to provide 300 meters and each shall be equipped with an AMI module meeting the performance specifications that are provided. The project will also require the installation of complete and functional AMI communication network that meets the technical performance specifications that are provided.
- 6.4 The bid proposal must fully disclose the arrangements and costs to operate the system for one full year.
- 6.5 The bid shall recognize that the City may choose any of the three options at the end of the one year pilot project:
- A) Accept the technology provided by the vendor and negotiate prices, terms and conditions such to extend the pilot project thereafter to full scale operation.
 - B) Extend the duration of the pilot project to further evaluate the technology as provided by the vendor.
 - C) Terminate the pilot project with intentions to discontinue its interest in the technology as provided by the vendor.

To provide full understanding of price, terms and conditions, the “Bidder’s Package for Pilot System of Advanced Metering Infrastructure” – Section 5, item a requires disclosure of such pricing terms. The bidder should provide clear indication as follows:

- Under option A above, what additional costs to bid items 4A, 4B, 4C and 4D will be required for the City to take ownership and perpetual use of the equipment and/or services that were supplied under the original bid.
- Under option B above, what additional costs will be required to bid items 4A, 4B, 4C and 4D if the City elects to continue the pilot study for one year.
- Under option C above, what additional costs or salvage rebates will be required to bid items 4A, 4B, 4C and 4D if the City elects to terminate the pilot project at the end of the one period. Denote the ultimate ownership destination of all hardware.
- All data collected will need to be returned to the City in electronic format and disposed of at the vendor servers.

- 6.6 The vendor shall be responsible for supplying and delivering the AMI System components complete, including training and ensuring the proposed AMI system is operational prior to full deployment. This includes, support for the development of an interface to the utility billing system and functional testing of the system.
- 6.7 The vendor shall have a proven program of professional project management to ensure successful system installation. Provide resumes for key managers involved.
- 6.8 Project managers shall be experienced in managing the design, installation and optimization of systems. Project management experience shall include system integration and training support. The vendor and any designated subcontractors must possess a Virginia Class A Contractors License (provide license number with the proposal)

7.0 – AMI MODULE PERFORMANCE SPECIFICATIONS

7.1 – Water AMI Module Requirements

- 7.1.1 The AMI Water Module shall be capable of receiving meter data from water meters equipped with encoder registers. The vendor shall state which brands and models of encoder registers are compatible with the proposed radio module. Pulsing register technology shall not be utilized.
- 7.1.2 AMI Modules shall communicate using a FCC licensed or unlicensed band, certified to comply with FCC Part 15 rules, utilizing frequency hopping data transmissions. Unlicensed bands should have a documented procedure for rectifying communications issues.
- 7.1.3 The AMI Module shall be designed and built for installation in outdoor water meter boxes as well as above ground mounted discretely on a wall to limit required inventory for various installations.
- 7.1.4 Water endpoint devices shall be housed in a single package designed for rugged, harsh environments and capable of complete submersion in water without damage.
- 7.1.5 The AMI Module must function accurately and not be damaged over an operating temperature range of -40 degree C to +70 degree C.
- 7.1.6 The AMI modules shall be designed to operate in the above conditions and have an expected battery life of 20 years.
- 7.1.7 Battery life data shall be transmitted to the Host System alerting of low battery levels for preemptive maintenance.
- 7.1.8 Water AMI Modules shall be capable of communicating with electric meters and other AMI modules and vice versa in the network.

- 7.1.9 The AMI Module shall be capable of storing meter data including date and time stamps in non-volatile memory. State the duration and the amount of data that can be stored and later retrieved.
- 7.1.10 The AMI Module shall have true two-way communication on-demand from the Host Software. This shall allow for obtaining real-time data upon request.
- 7.1.11 The AMI module shall have the capability to receive and process commands from the host system for all firmware updates to eliminate the need to manually perform the update function at each locale. AMI modules must support group firmware updates to reduce system maintenance time.
- 7.1.12 The AMI Module shall be capable of listening for Mobile AMR modules in the network a minimum of once a day and reporting consumption and alarm data to the host system.
- 7.1.13 The AMI Module shall employ actionable alerts; indicate compliance with each below.
- Tamper Alert or Meter disconnected
 - Bad Read - ? marks
 - Leak Detected
 - No Flow detected – Specific period of time set in the host software
 - Reverse Flow / Backflow
 - High Flow Rate Detected – Specifics set in host software
 - Battery Health
- 7.1.14 Each AMI module's clock date & time settings shall be updated to match reference Date & time that shall be regularly provided to the meter via the Host Server.
- 7.1.15 Ability to use a hand-held device to upload data in the unit's memory.
- 7.1.16 AMI Modules meters/service and other related endpoint devices shall be capable of being configured to communicate from remote to central through equipment specified in section 8.0.

8.0 – AMI NETWORK PERFORMANCE SPECIFICATIONS

The intent of the specifications is to describe a system of equipment capable of performing specified tasks. Because of the variety of approaches to designing a system of equipment to perform certain tasks, it is not the intent of this description to specify any specific design but rather to specify features preferred and descriptive data felt to be common to most designs. The obligation of the bidder is to bid a price for a piece of equipment fully capable of performing the specified tasks, and to identify any deviations from the requirements.

8.1 - Architecture

- 8.1.1 The system shall collect and aggregate the stored meter data from all the AMI Modules in its zone a minimum of once per day and upload the information to the

Host server a minimum of once per day providing interval reads from each AMI module as programmed.

- 8.1.2 The system shall communicate on demand to AMI Modules meters/service and other related endpoint devices.
- 8.1.3 The system shall use state-of-art data security techniques to prevent unauthorized access to the data.
- 8.1.4 The ability to time synchronize all devices to within 5 seconds once per day and allow daily upload of meter data and system health checks is required.
- 8.1.5 Systems that allow entire system failure due to single point component failure are undesirable.
- 8.1.6 System components that can use AC and solar powered unit and optional battery backup are preferred.
- 8.1.7 A system that allows self diagnosis of any problems associated with the back haul of the communication and the ability to automatically seek an alternate communication path if initial daily or real-time upload is unsuccessful is desired.
- 8.1.8 The system should accommodate firmware and software upgrades.

8.2 – Head End Host Software and User Interface

- 8.2.1 The Host Server shall act as the central collection point for the data within the system. The server collects data from all of the remotes and stores the gathered data in a secure database. Once data is stored and analyzed on the server, the data shall be available for display via an easy to use web based graphical interface.
- 8.2.2 The City will entertain the following:
 - The Vendor may provide a managed hosting service, where the Vendor shall own and manage the server hardware and software including monitoring to ensure the server continues to work effectively, provides backup services, installation of security patches and various levels of technical support. The Vendor hosted solution shall utilizes a secure web based application.
 - The Host Software solution shall utilize a secure web based application user interface.
 - The vendor shall provide a detailed license structure as well as a support and upgrade pricing structure with maximum support cost increases.
- 8.2.3 The data will be available via a user interface that will allow for analysis, as well as bill generation.

- 8.2.4 The Host Software server shall manage and archive data for a minimum of two years such that it can be accessed by any Utility computers, handheld devices both locally and remotely via the web.
- 8.2.5 The Host system software must be web browser-based and shall have defined applications with standard interfaces to allow for existing and planned software applications.
- 8.2.6 The Host Software must have flexible meter reading data formats that are compatible with the Utilities current billing application
- 8.2.7 The Host Software shall be used to generate reports; view demand graphs, determine usage patterns and enforce watering restrictions.
- 8.2.8 Using information from alerts uploaded in the data, the Host Software shall have the ability to generate specific e-mail alerts or SMS messages for each status code, configured by the User Interface.
- 8.2.9 Each AMI Module generated alert shall be accompanied by a duration the alert has been active for, which shall be stored and optionally sent out by the server.
- 8.2.10 The Host Software shall include a GIS tool for network routing from data collectors to AMI Modules.
- 8.2.11 The GIS tool shall have icons that permit viewing operational health of the system components.
- 8.2.12 The GIS tool shall allow monitoring of performance and loading on the utility's infrastructure with the ability to display this information on GIS maps.
- 8.2.13 The GIS tool shall be capable of remotely reprogramming data collectors and Water Meter AMI Modules.
- 8.2.14 The User Interface shall permit the sending of alert outages, tampering, out-of-bounds system operating parameters to appropriate utility personnel via cell phone, pager or e-mail.
- 8.2.15 The User Interface shall allow the utility to correlate consumption with meteorological data available on the user interface.

8.3 – Consumer Portal Homeowner Access

- 8.3.1 The vendor shall offer an integrated consumer portal for homeowner access to consumption data.
- 8.3.2 The consumers shall have the ability to see their usage, compare their current usage with previous periods, configure individual alerts and set monthly and yearly budget goals.

- 8.3.3 Consumers shall have access to simple canned queries and the option to select more advanced queries for more detailed analysis.
- 8.3.4 Reports shall be available in graphical and table views for reading and consumption for various intervals. Graphs shall have the ability to change views, daily / weekly /monthly.
- 8.3.5 The consumer portal home page shall include a display that can be configured for the utility. The display shall have the ability to show informational alerts from the utility.

8.4 – Server Head End Hardware

- 8.4.1 For Managed Hosting Solutions, the Host Server shall be an Intel and Windows based Microsoft SQL server managed by the Vendor in a secure location and monitored by the system provider.
- 8.4.2 The Host Server shall be accessible with a secure utility or customer log in and password to view the system data from any web enabled device.
- 8.4.3 For Perpetual License Solutions, the Vendor shall provide to the Utility a Windows based Microsoft SQL server.

9.0 – WATER METER SPECIFICATIONS

9.1 – Water Meter Compatibility

- 9.1.1 Proposed radio AMI modules must be of an open architecture design and be compatible for use with a variety of water meters utilizing encoder registers. In the bid package, list meter brands and types which are compatible with the proposed system.

9.2 – Absolute Encoder Register

- 9.2.1 The register shall be a true absolute encoder register outputting readings based upon the physical position of the odometer number wheels.
- 9.2.2 The encoder register shall send data in ASCII format (American Standard code for Information Interchange) to the AMI Module.
- 9.2.3 The encoder register shall transmit the complete odometer wheel reading, a minimum of 6 digits, all 10 positions and an 8-digit identification number that has been factory set and never duplicated.
- 9.2.4 When an AMI Module interrogates the encoder register, the microprocessor shall determine the true position of each number wheel, encode the reading and send it to the AMR device.

- 9.2.5 The encoder register shall be permanently factory sealed with an epoxy coating of all terminal connections. Encoder registers requiring field sealing of the wire connection will not be allowed.
- 9.2.6 Waterproof in-line connectors are permissible to facilitate the installation of the AMI Module.
- 9.2.7 No wire connections or wire splicing of any kind shall be required to be performed during installation.
- 9.2.8 The register shall be secured to the meter main case by a tamper resistant bayonet-style locking mechanism protecting against unauthorized removal of the register.
- 9.2.9 While battery power may be used to power the AMI module, the register assembly shall not require battery power to measure water consumption.
- 9.2.10 Registers must use odometer number wheels to provide a visual read in case of radio failure. Registers without odometer number wheels shall not be accepted.
- 9.2.11 Registers that output reading data generated through the use of switch closures or pulses of any kind including reed switches, piezo switches or weigand switches will not be accepted.

9.3 – PD Water Meters with Bronze Body Specification

The City currently approves only sensus meters but will consider other brands in this proposal, subject to:

- 9.3.1 All meters shall meet or exceed the latest version of the American Water Works Association Standard C700 for positive displacement type meters.
- 9.3.2 The Main cases shall be composed of bronze containing not less than eighty percent (80%) copper.
- 9.3.3 All materials used in the construction of the main cases shall have sufficient dimensional stability to retain operating clearances at working temperature up to 105 degrees F.
- 9.3.4 The manufacturer shall warranty the main case for a period of 25 years from the date of shipment.
- 9.3.5 The meter serial number shall be stamped on the main case of the meter.
- 9.3.6 Measuring chambers shall be made of a suitable engineered plastic as described in AWWA C-700.
- 9.3.7 The measuring chamber shall incorporate a locating device that aligns to the main case of the meter to ensure proper chamber orientation and alignment.
- 9.3.8 The measuring chamber shall be locked into place with a chamber retainer.

- 9.3.9 All Meters shall be 100% factory tested for accuracy and have the factory test results provided with each meter.
- 9.3.10 Meters shall be pressure tested to ensure against leakage.
- 9.3.11 Meters shall comply with the AWWA C700 accuracy requirements as specified in section 3.8 of the standard for a period of one year from the date of installation. Additionally, the manufacturer shall warranty the meter to meet or exceed AWWA repaired meter accuracy standards per the following:

Size of Meter	Years of Warranty or	Gallons Registered
5/8"	15	1,750,000

- 9.3.12 Meter shall be NSF-61 compliant.

10.0 DATA SECURITY

- 10.1 If available, the vendor shall provide their most recent Service Auditor’s Report (commonly referred to as a SAS 70 or SSAE 16 report) or similar document that describes the effectiveness of the vendor's internal control environment as it relates to data security. The City will request and the vendor shall provide annual updates of these reports.
- 10.2 The vendor shall include in their proposal their approach to data security.

11.0 - WARRANTY

Provide the warranties and maintenance programs, including additional costs.

12.0 – INSURANCE REQUIREMENTS

By signing and submitting a bid under this solicitation, the provider certifies that if awarded the contract, they will have the following insurance coverages at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers’ compensation insurance. The provider further certifies that they or any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

The City of Harrisonburg requires by endorsement, to be added as an additional insured on the vendor policy and a Certificate of Insurance needs to be filed with the City showing the City of Harrisonburg listed as an additional insured.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers Compensation – Statutory requirements and benefits.
2. Commercial General Liability - \$1,000,000 combined single limit.
3. Automobile Liability - \$1,000,000 combined single limit.

4. Excess Liability - \$1,000,000

INDEMINIFICATION:

The provider (Indemnitor), in consideration of the City of Harrisonburg, (Indemnitee) do hereby release and forever discharge Indemnitee from any and all claims, demands, actions, or causes of action, of any kind whatsoever which we might have, or could hereafter have on account of or in any way growing out of personal injuries and property damages which may result at any time. In addition, Indemnitor hereby covenants and agrees to, and does hereby, indemnify and save Indemnitee harmless from and against any and all claims for death, injury or property damage which may occur upon the aforesaid property, to any persons whomsoever or entities whatsoever while the property is in the possession of or being used by the Indemnitor.

13.0 – GENERAL TERMS AND CONDITIONS FOR THE CITY OF HARRISONBURG, VA

- 13.1 **Purchasing and Contracting manual:** This solicitation is subject to the provisions of the Purchasing and Contracting Policy Manual for the City of Harrisonburg (City) and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the Purchasing Office and in the Finance office.
- 13.2 **Applicable Laws and Courts:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- 13.3 **Anti-Discrimination:** By submitting their (bids/proposals), (bidders/offerors) certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 11-51 of the Virginia Public Procurement Act.

In every contract over \$10,000 the provisions below apply:

- 13.3.1 During the performance of this contract, the contractor agrees as follows:
- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, religion, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulations shall be deemed sufficient for the purpose of meeting these requirements.

The contractor will include the provisions of 7.3.1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- 13.4 **Ethics in Public Contracting:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- 13.5 **Immigration Reform and Control Act of 1986:** By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- 13.6 **Debarment Status:** By submitting the (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- 13.7 **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.
- 13.8 **MANDATORY USE OF CITY FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**
 - 13.8.1 (For Invitation For Bids:) Failure to submit a bid on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the City may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
 - 13.8.2 (For Request For Proposals:) Failure to submit a proposal on the form provided, (if provided) shall be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the

proposal; however, the City reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

13.9 **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the person whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

13.10 **PAYMENT:**

13.10.1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the City of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 11-69).

13.10.2 To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the City for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the City and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
 - b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the City, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the City.
- 13.11 **PRECEDENCE OF TERMS:** General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- 13.12 **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The City may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the City all such information and data for this purpose as may be requested. The City reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The City further reserves the right to reject any (bid/ proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the City that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- 13.13 **TESTING AND INSPECTION:** The City reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- 13.14 **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the City.
- 13.15 **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
- 13.15.1 The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 13.15.2 The Purchasing Agent or City delegated agent may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be

- performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings.
- 13.16 **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.
- 13.17 **TAXES:** Sales to the City of Harrisonburg are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. **(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**
- 13.18 **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the City to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an "equal" product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation. **(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**
- 13.19 **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity. **(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)**
- 13.20 **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 11-46.3 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. **(NOT NORMALLY REQUIRED FOR GOODS CONTRACTS. INSURANCE IS**

REQUIRED WHEN WORK IS TO BE PERFORMED ON CITY OWNED OR LEASED FACILITIES OR PROPERTY.)

- 13.21 **SELECTION PROCESS/AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the department will publicly post such notice for a minimum of ten (10) days, or will notify all responsive bidders/offerors in writing by mail.
- 13.22 **BID/PROPOSAL ACCEPTANCE PERIOD:** Any bid/proposal resulting from this solicitation shall be valid for (30) days. At the end of the (30) days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the bid or proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- 13.23 **EXCUSABLE DELAY:** The City shall not be in default of any failure in performance of this agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault of or negligence of the City. Such causes may include, but are not restricted to acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and usually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the City.
- 13.24 **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 13.25 **COOPERATIVE PROCUREMENT:** This procurement is being conducted on behalf of other public bodies, in accordance with 2.2-4304 (A) of the Code of VA. The successful bidder has the option to provide these same items (services), except architectural and engineering services, at the same prices, awarded as a result of this solicitation to any public body within the Commonwealth of Virginia. If any other Public body decides to use the final contract, the contractor(s) must deal directly with that public body concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing and payment. Failure to extend a contract to any public body will have no effect on consideration of your bid.
- 13.26 **The City does not discriminate against small and minority businesses or faith-based organizations.**
- 13.27 **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of VA 2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State

Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

14.0 STATE CORPORATION COMMISSION FORM

Virginia State Corporation Commission (“SCC”) registration information: The undersigned Offeror:

is a corporation or other business entity with the following SCC identification number:

_____ **-OR-**

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder’s out-of-state location) **-OR-**

is an out-of-state business entity that is including with this RFP an opinion of legal counsel which accurately and completely discloses the undersigned Offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____

Date: _____

Name: _____

Print

Title: _____

Name of Firm: _____

15.0 COOPERATIVE PURCHASING RIDER CLAUSE

USE OF CONTRACT(S) BY OTHER CITIES, COUNTIES AND AUTHORITIES

A. If authorized by the proposer, resultant contract(s) will be extended to any or all of the cities, counties and authorities in Virginia to purchase at contract prices in accordance with contract terms.

B. Any such entity utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating entity to utilize the contract(s).

C. The awardee may exclude any items in the pricing schedules from consideration for cooperative purchasing contracts. Any sort of negative reply will not in any way affect consideration of your proposal.

D. It is the awarded vendor's responsibility to notify the other entities of the availability of the Contract(s).

E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.

F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

PROPOSER'S AUTHORIZATION TO EXTEND CONTRACT (include in RFP response):

EXTENDED TO ALL JURISDICTIONS IN VIRGINIA: YES _____ NO _____

LIST OR DESCRIPTIONS OF INCLUSION OR EXCLUSIONS: _____

COMPANY NAME (PROPOSER): _____

NAME OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

SIGNATURE: _____

Bidder's Package

For

"Pilot System of Advanced Metering Infrastructure"

City of Harrisonburg, Virginia

March 28, 2012

BIDDER'S PACKAGE SECTION 1: BIDDER INFORMATION

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____

Phone: _____ Fax: _____ Email: _____

Virginia Contractors License Number: _____

Responsible Representative: _____

Title: _____ Phone: _____

Fax: _____ Email: _____

I have reviewed the RFP and have a complete understanding of the specifications. I am authorized as a responsible representative of the proposing vendor:

Signature: _____ Date: _____

BIDDER'S PACKAGE SECTION 2: AMI NETWORK TECHNICAL OVERVIEW

Provide all necessary narrative, diagrams and supplemental information to fully explain the architecture of the technology that will provide the communication between remotes and central location. Define the network in terms of vendor and user requirements.

BIDDER'S PACKAGE SECTION 3: TECHNICAL COMPLIANCE

Compliance Table for RFP Technical Specification 3.0 – 7.5.23

	Comply	Alternate	Exception	Explanation
	x	x	x	Answer
7.0 – AMI MODULE TECHNICAL SPECIFICATIONS				
7.1 – Water AMI Module Requirements				
7.1.1				
7.1.2				
7.1.3				
7.1.4				
7.1.5				
7.1.6				
7.1.7				
7.1.8				
7.1.9				
7.1.10				
7.1.11				
7.1.12				
7.1.13				
7.1.14				
7.1.15				
7.1.16				
8.0 – AMI NETWORK TECHNICAL SPECIFICATIONS				
8.1 – Architectural				
8.1.1				
8.1.2				
8.1.3				
8.1.4				
8.1.5				
8.1.6				
8.1.7				
8.1.8				
8.1.9				
8.2 – Head End Host Software and User Interface				
8.2.1				
8.2.2				
8.2.3				
8.2.4				
8.2.5				
8.2.6				
8.2.7				
8.2.8				
8.2.9				
8.2.10				
8.2.11				
8.2.12				
8.2.13				
8.2.14				
8.2.15				
8.3 – Consumer Portal Homeowner Access				
8.3.1				
8.3.2				

8.3.3				
8.3.4				
8.3.5				
8.4 – SERVER HEAD END HARDWARE				
8.4.1				
8.4.2				
8.4.3				
9.0 – WATER METER SPECIFICATIONS				
<u>9.1 – Water Meter Compatibility</u>				
9.1.1				
<u>9.2 – Absolute Encoder Register</u>				
9.2.1				
9.2.2				
9.2.3				
9.2.4				
9.2.5				
9.2.6				
9.2.7				
9.2.8				
9.2.9				
9.2.10				
9.2.11				
<u>9.3 – PD Water Meters with Bronze Body Specification</u>				
9.3.1				
9.3.2				
9.3.3				
9.3.4				
9.3.5				
9.3.6				
9.3.7				
9.3.8				
9.3.9				
9.3.10				
9.3.11				
9.3.12				

BIDDER'S PACKAGE SECTION 4: PRICE OF PILOT SYSTEM

A. AMI Water Meter and AMI Module – Section 7.1, 9.2 and 9.3

Description	Qty	Unit Cost	Extended Cost
5/8x3/4 Water Meter with Absolute Encoder and AMI Module	300		

B. Network Equipment – Section 8.1

Description	Qty	Unit Cost	Extended Cost
Complete Architectural	1		

C. Host Server Hardware & Software – Section 8.2, 8.3 and 8.4

Description	Qty	Unit Cost	Extended Cost
Managing Hosting Site	1		
Or			
Owner Host Site	1		

D. Project Implementation Services – Section 6.0

Description	Qty	Unit Cost	Extended Cost
Project Implementation	1		

TOTAL _____ \$ _____
 (written total)

BIDDER'S PACKAGE SECTION 5: SUPPLEMENTAL INFORMATION

- a) Denote pricing terms with regard to ownership of materials at termination of pilot project. (Ref 6.5)
- b) Explain the choice of options with regard to pricing and the selection of hosting site versus owner hosting. (Ref 8.2.2)
- c) Denote all makes and models of equipment.
- d) List the brands of meters that the proposed system will be compatible.
- e) Generally address how the system addresses the priorities of award from Section 5.0.
- f) Provide all insight that you would desire to convey to the Harrisonburg Department of Public Utilities.

Please attach as narrative typed format



CITY OF HARRISONBURG, VA
STANDARD CONTRACT RFP

This contract entered into this ___ day of _____ 20___, by _____
hereinafter called the "Contractor" and City of Harrisonburg,, VA, called the "Owner".

WITNESSETH that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Owner as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____.

The contract documents shall consist of:

- (1) This signed form;
- (2) The entire Request for Proposal dated :
Addenda #1, Dated
- (3) The Contractor's Proposal dated _____ and the following negotiated modifications to the Proposal, all of which documents are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR:

CITY OF HARRISONBURG, OWNER:

By: _____

By: _____

Title: _____

Title: _____