



Christina Holmes
Director of Finance
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4620 Fax: 760-746-0612

NOTICE OF REQUEST FOR PROPOSALS

July 26, 2021

Re: Notice to Contractors – Request for Proposals (“RFP”) No. 22-01 – Advanced Metering Infrastructure System

Notice is hereby given that the City of Escondido, a California municipal corporation (“City”), is soliciting proposals from qualified contractors for an advanced metering infrastructure (“AMI”) system services.

Prospective contractors must submit one original unbound proposal and four complete bound copies of the proposal **no later than 5 p.m. on September 7, 2021** (“Submission Deadline”). Any proposals received after the Submission Deadline will not be accepted. Proposals must be in a sealed envelope or package clearly labeled “RFP No. 22-01 – Advanced Metering Infrastructure System”. Proposals must be mailed or hand delivered to:

City of Escondido
Purchasing
Attn: Sonia Jackson
201 N. Broadway
Escondido, CA 92025

There will be **no public opening of the proposals**. Proposals will be treated as confidential until the contract is awarded or recommended for award.

Questions or comments concerning this RFP must be submitted via e-mail to Sonia Jackson, Purchasing Supervisor, at purchasing@escondido.org, no later than 5 p.m. on August 13, 2021 (“Questions Deadline”). Any questions or comments regarding this RFP received after the Questions Deadline will be disregarded. Emails concerning this RFP should state the following in the subject line: “RFP No. 22-01 – Advanced Metering Infrastructure System.” Any communication regarding or relating to this RFP with any City employee or official other than the Purchasing Supervisor is strictly prohibited. A summary of questions from prospective Consultants and City responses will be posted on the City’s website at <https://www.escondido.org/purchasing> by 5 p.m. on August 20, 2021.

Each proposal shall be in accordance with specifications, instructions, and information contained in this RFP. The City reserves the right to reject any or all proposals for any reason it deems necessary, to waive defects or irregularities in any proposal, and to accept the proposal deemed the most advantageous to the City. This RFP does not commit the City to award a contract or to pay any costs incurred in the preparation of a response to this request.

Sincerely,

Sonia Jackson

Sonia Jackson



REQUEST FOR PROPOSALS (“RFP”) No. 22-01
ADVANCED METERING INFRASTRUCTURE SYSTEM
SUBMISSION DEADLINE: 5 P.M. ON SEPTEMBER 7, 2021

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I. INTRODUCTION AND BACKGROUND

The City of Escondido Utilities Department is proud to serve its customers with a long continuous supply of drinking water that meets and exceeds all State and Federal guidelines for water quality. The utilities system is owned and operated by the City of Escondido (“City”). The policies and water rates for the Utilities Department are set by the Mayor and City Council. The City adheres to regulations set by the Environmental Protection Agency (“EPA”) and the State Water Resources Control Board (“SWRCB”) for daily operations and water quality standards.

The City owns two local lakes that are the main source of raw water that are treated and disinfected at the Escondido Water Treatment Plant (“WTP”). The Escondido WTP has the capability of producing 75 million gallons a day of potable drinking water for the citizens of Escondido. The water distribution system is comprised of over 440 miles of pipeline and over 26,000 water meters.

The City currently employs five Meter Readers who physically read each of the approximately 26,000 meters within the City every month. Current operations consist of visually reading the meter register and inputting that read into a hand-held device. At the end of each day, the reads from the processors are downloaded to the Itron multi-vendor reading system (“MVRS”) software. The reads are then uploaded to the City’s utility billing system for billing preparation.

II. PROJECT GOALS AND OBJECTIVES

The City intends to acquire an advanced metering infrastructure system, including related products, and software (“System”), for all of its approximately 26,000 water meters. The City is soliciting proposals from qualified vendors to provide a System and related services (the “Project”). The basic components of the System sought by the City include the following:

- Meter radio network transceiver device (“Endpoint”) capable of encoding, storing and transmitting meter reading and other data, such as tampering alerts. Endpoints include meter interface units (“MIU”), meter transmission units, electronic receiver transmitters, transponders, and radios.
- A City-dedicated network or non-City-dedicated communications service to collect and transport meter reading and other information from the Endpoints to a head-end computer system.
- Handheld devices and software necessary to program and/or initialize the Endpoints and collect installation data.
- Head-end computer hardware and software, or a service, to collect, store, and manage the data which is delivered through the network.
- A meter data management system (“MDMS”) with the capacity to store meter reads and consumption data and allow that data to be queried, exported and summarized, and from which standard reports can be generated.
- A customer web portal to display interval consumption data and other information.
- The design, installation and testing of information interfaces between the advanced metering infrastructure (“AMI”) system’s software components and City’s customer information system (“CIS”) and other systems, such as its field work order system.
- All related documentation, including technical manuals and operating procedures.
- Training of City’s employees in Endpoint installation, maintenance, diagnosis and troubleshooting, as well as system use, operation and maintenance.
- Shipping and managing the inventory of AMI equipment during the course of Project

deployment.

- Where appropriate, installation of fixed data collection units, including the communications links between those collection units and the head-end system.
- Provision of all necessary radio licenses, firmware, third party software or operating systems to ensure a complete and working system.
- Satisfactory testing of all software, hardware and procedures prior to the deployment of the system according to the system testing and acceptance process set forth in the contract, and satisfactory testing of system performance at the completion of the Project or at major milestones.
- Coordination, scheduling, communications and documentation of all installation services.
- Project management to ensure all products and services are coordinated.

The City does not intend to publish detailed technical specifications that addresses every feature or component of the desired solution. Instead, this request for proposals is structured to allow prospective contractors the flexibility to propose its best AMI solution to the City.

The City's goals were developed with our customers in mind while also creating efficiencies in the utility operations. We feel our consumers could benefit from our AMI efforts. The City desires a solution that will meet the current core functions of today and be expandable to accommodate future needs of the City. Below, you will find the City's goals and objective for this Project:

- Increase Customer Awareness – The City would like to provide more information to our customers so they can better understand their usage, take responsibility for their usage, and offer alerting to help in leak detection and over usage.
- Improvement of Customer Service Process – The City would like to improve the level of service provided today by offering more online services.
- Increase efficiency of Meter Reading – Today's meter reading process is time-consuming and requires too many human and capital resources.
- Assure long-term Meter Accuracy – The City would like to be assured that the meter chosen for this Project is going to maintain its accuracy for the life of the system.
- This Project will be conducted in multiple phases, beginning with the initial deployment of 550 meters ranging from 0.75" to 8".
- Better utilization of Human Resources – Many aspects of our current operation rely heavy on our employee's time, we want to use our people more effectively in providing customer service and meter system maintenance.
- Use of Analytics – To improve the management of utility data, we want the AMI data to work in our operational favor while helping our customers.

III. SCOPE OF WORK

The AMI Contractor shall be responsible for implementing the AMI system for the City's water meters. The scope of work to be completed shall include but is not limited to, providing all equipment, materials, software, installation, training and technical support service for City staff, system startup and testing, and all other appurtenances necessary to provide a functional Advanced Metering Infrastructure system. The system must comply with all applicable Rules and Regulations of the Federal Communication Commission ("FCC"), and Environmental and Safety and Regulations. The prospective contractors shall present the City their best AMI solution addressing the City's goals and objectives in Section II and all aspects of the technical requirements in Section VIII of this RFP. The proposed solution submitted in response to this RFP will become part of resulting contract scope of work.

IV. RFP SCORING AND EVALUATION

The Project will be awarded to the most responsive and responsible Contractor whose proposal conforms to the requirements of this RFP and is considered to be the most advantageous to the City. The following evaluation factors will also be considered when reviewing the proposals:

- Company's Overall Capabilities/Qualifications
- Proposed Solution
- Project Implementation Plan
- The Customer Interface User Experience
- Project Life Cycle Cost
- Warranties and Support
- Ease of Operation and Maintenance
- Integration
- Financial Strength and Stability

The City will act as the sole judge of information submitted in response to this RFP. The City reserves the right to: (1) request additional information or clarification of any submitted information, (2) cancel or amend this RFP, including the proposal evaluation process, at any time, and (3) not enter into any contract resulting from this RFP and issue similar solicitations in the future.

The contractor awarded the Project ("Contractor") shall enter into a Public Services Agreement in substantially the same form as the City's standard Public Service Agreement ("Agreement"), which is attached to this RFP as Exhibit 1 and incorporated herein by this reference. Contractor shall enter into the Agreement within 30 days of the City's notice of award of the Project.

The Contractor's proposal submitted in response to this RFP will become part of the Agreement. Any proposed waiver or change to Exhibit 1 must be clearly identified in Contractor's proposal. Any terms of a submitted proposal that seek to alter or effect the indemnification, insurance, or licensing requirements of this RFP or Exhibit 1 are not permitted. All contracts, and any addenda thereto, shall be subject to the City's sole discretion and approval. The requirements and service standards of this RFP and the responses of the Contractor will be incorporated by reference into the resulting agreement regarding the Project.

Oral Presentations:

Prior to contract award, the City may require Contractor to present its proposal to the selection committee at no additional cost to the City.

V. PROPOSAL DEADLINES AND SCHEDULE

The following is the City's best estimate of deadlines relating to this RFP and are not binding on the City:

Activity	Date
RFP Released	Monday, July 26, 2021
Question Submittal Due	By 5 p.m. on Friday, August 13, 2021
Response to Questions Released	By 5 p.m. on Friday, August 20, 2021

Proposal Due	By 5 p.m. on Tuesday, September 7, 2021
Staff Review of Proposals	Week of September 20, 2021
Notification of Interviews	Week of September 27, 2021
Contractor Presentations/Interviews	Week of October 4, 2021

Note: The City reserves the right to make modifications to the preliminary deadlines described in this Section V.

VI. PROPOSAL REQUIREMENTS

Prospective Contractors are responsible for preparing and timely submitting an effective, clear, and concise proposal. Proposals must be limited to **100 pages**, not including literature. The proposal shall demonstrate the qualifications, competence, and capacity of the prospective Contractor to perform the Project described in, and in conformity with, the requirements of this RFP.

By submitting a proposal in response to this RFP, the prospective Contractor is certifying it takes no exceptions to the RFP (including Exhibit 1) and will accept the City's General Terms and Conditions attached to the RFP as Exhibit 2 and incorporated herein by this reference. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal.

To be considered responsive, proposals must contain the following information:

- Title Page - List the RFP title, the name of the Contractor, managing office address, telephone number, name and email address of contact person and date.
- Table of Contents - Include a clear identification of the material included in the proposal by page number.
- Letter of Interest - indicating understanding of scope of work, committing to perform the required work, and providing the names, titles, phone numbers and email addresses of the persons who will be authorized to make representation for Contractor's organization.
- Responses to Technical and Performance Requirements listed in Section VIII to this RFP
- List of References
- Literature
- Cost Proposal
- Bid Security
- Financial Data

The Contractor's proposal submitted in response to this RFP will become part of the Public Services Agreement (Exhibit 1). **Any proposed waiver, or change to City' form Public Services Agreement (Exhibit 1) must be clearly identified in Contractor's proposal.** Any terms of a submitted proposal that seek to alter or effect the indemnification, insurance, or licensing requirements of this RFP (including all Exhibits hereto) are not permitted. All contracts, and any addenda thereto, shall be subject to the City's sole discretion and approval. The requirements and service standards of this RFP and the responses of the Contractor will be incorporated by reference into the resulting agreement regarding the Project.

VII. TECHNICAL REQUIREMENTS

Contractors shall include a narrative summary in their response for each of the prompts listed in

Subsections A through J of this Section VII (“Questionnaire”). The Questionnaire is broken down into ten main components: company overview, AMI solution, Endpoint, AMI network, head end system/software (“HES”), consumer portal, training, encoders, installation and Project management, and System technical support. The Questionnaire must be completed in its entirety as a requirement of this RFP.

A propagation study will be required to provide an adequate response to some of the item listed hereinafter. For the development of your network propagation study, a list of available City-owned infrastructure assets, service addresses, and service global positioning system (“GPS”) locations can be found at: <https://www.escondido.org/serviceaddresses>.

Contractor shall perform a radio frequency (“RF”) propagation study to determine the installation locations for any and all data collection units and repeaters. If communication equipment is to be installed on third-party sites, the successful Contractor shall obtain or assist the City in obtaining, at minimum, 20-year rights for installing and operating equipment on third-party sites; these rights will be transferred to the City at no additional cost at the time of successful system acceptance testing.

Contractor shall provide in the cost proposal cost estimates for the installation, operation (including electric service, if required, and backhaul communications), and maintenance costs of each type of network data collection or repeater device proposed. For sites where City has no facilities, estimates must include tower or roof leasing costs for a City-dedicated or shared network. Provide costs for solar power in the cost proposal, if available.

A. Company Overview

1. Provide Contractor’s company history and industry background related to metering, automated meter reading, AMI, and software.
2. Describe the role and experience of any subcontractors participating in this Project and the history of the Contractor and subcontractor business relationship.
3. Describe the Contractor’s relationship with the manufacturer to be utilized for this Project. List the manufacturing facility, facility location (country and state/province), ISO9000 or equivalent certifications for the Endpoint manufacturing facilities.

B. AMI Solution Overview

1. Provide a schematic of the proposed AMI solution including its system’s components and configuration (Endpoints, data collectors, repeaters, backhaul, MDMS, analytics software, consumer engagement, field installation tools, valves, sensors, application programming interface [“API”] integration options, etc.)
2. Briefly describe the architecture and normal functioning of the proposed AMI solution, including its system components (Endpoints, data collectors, repeaters, backhaul, MDMS, analytics software, consumer engagement, field installation tools, valves, API integration options, etc.)
3. Describe security measures, such as encryption, error checking and retransmission, transmission of prior reads, etc., used to ensure the accuracy and security of the data transmitted with the proposed AMI solution including its system components (Endpoints, data

collectors, repeaters, backhaul, MDMS, analytics software, consumer engagement, APIs, etc.)

4. Describe any security certifications currently held related to the proposed solution. Indicate the frequency of and type of audits and penetration tests conducted by the Contractor on the proposed system. Contractor shall supply with its proposal its current Statement on Standards for Attestation Engagements (SSAE) No. 16 or the equivalent.
5. Describe the frequencies used to for interactions between the MIU and data collection units ("DCUs"). Indicate what FFC license (s), if any, the system will require. If licenses are required, describe process and responsibility for obtaining/maintaining license. Indicate the expected length of time to acquire such licenses. Contractor shall be responsible for obtaining all necessary licenses on behalf of the City and in City's name. Include the cost of licenses in the cost proposal. Local frequency licenses shall be assigned to City. For national frequencies, City must be provided an irrevocable right to use the license for its System, so long as the system is in service. Indicate the separate charges, if any, for this right in the cost proposal.
6. Describe procedures that will be used use to regularly check for, identify and remove interlopers on its licensed frequency(ies) or overpowered signals on unlicensed frequencies. Indicate who will be responsible for this effort. If City, describe provisions offered by Contractor or its system to assist in this effort. If Contractor, indicate the length of time such protection will be offered in association with this proposal/contract.
7. Describe the proposed read rate of the proposed system. Indicate if meter readings from MIUs are time-synchronized (e.g., meters are all read at the top of the hour). If so, explain how this is achieved and the clock in the MIU is set. Indicate the accuracy of the synchronization (e.g., +/-15 seconds).
8. Indicate the default interval at which the MIU interrogates the meter (e.g., once per hour), and whether the interval can be changed for individual meters or a selected group of MIUs at the same time. If so, indicate the settable range of this interval. Describe the procedures required to change the interval, and reset it. Indicate if changing the interval can be accomplished over-the-air from the head-end software.
9. If changing the interval will change the expected MIU battery life, provide specific parameters or examples (e.g., "15-minute interval will reduce expected battery life by X").
10. Indicate the default interval for transmitting readings from the MIU (e.g., once per day), and whether the interval can be changed. If so, indicate the settable range of this interval. Describe the procedure required to change the interval, and reset it. If changing the interval will change the expected MIU battery life, provide specific parameters or examples (e.g., "4-hour interval will reduce expected battery life by X").
11. Indicate how many full meter register readings and how many increment count reads are transmitted by the MIU at one time.
12. Indicate the longest possible elapsed time from a when a meter is read by the MIU to when that meter reading is available at the AMI control computer. (For example, if the meter is read every hour and the data is transmitted every 4 hours to a data collector, and every hour to the head-end software, then the longest elapsed time would be 6 hours.)

13. Indicate if the system can obtain a real-time read on demand “over-the-air” from the MIU/meter by sending the MIU a signal. Indicate the expected time interval between a user’s on-demand reading request and the response.
14. Indicate how the system will obtain readings from hard to read meters located in basements, ravines, vaults, and other transmission constraining settings.
15. Indicate if the proposed solution’s software interfaces are compliant with or make use of California Exchange Protocols, MultiSpeak or other formats for data exchange and communication.
16. Describe the AMI solution’s data capacity of its system components (Endpoints, data collectors, repeaters, backhaul, MDMS, etc.)
17. Describe the process to upgrade AMI solution’s system components (Endpoints, data collectors, repeaters, MDMS, etc.)
18. Describe the future enhancements planned for the proposed AMI solution and how they will be integrated into this Project.
19. Describe the available levels of AMI support offered with your AMI solution, and include their associated costs in the cost proposal. (Full Network as a service is preferred.)
20. Describe the AMI solution’s ability to integrate with a smart City deployment.
21. Describe the AMI solution’s industry standards and industry direction.
22. The MDMS must interface to City’s CIS system to provide monthly or on demand meter readings both individually and in batch upon request by the system; synchronize data related to meters, service locations and customers; and provide status reports of alerts for accounts.
23. Describe the AMI solution’s ability to integrate with CC&B (Customer Care and Billing by Oracle). Customer information shared and synchronized with the CIS should include billing cycle, rate class, customer account-premise-meter relationship, meter type, etc.
24. Describe the AMI solution’s ability to integrate through APIs, and include the costs in the cost proposal.
25. Describe the AMI solution’s options for consumer engagement to help ratepayer’s conserve water and better understand their usage habits, and manage costs.

C. Endpoint Overview

1. Describe the physical characteristics and dimensions, weight, and permanent markings/barcodes of the proposed Endpoint. (Provide image with dimensions.)
2. Each MIU shall have a unique, permanent ID number that is transmitted with the meter readings. Indicate the number of digits. The MIU shall be permanently labeled on the outside with the manufacturer’s name, model number, MIU identification or serial number, bar code of this number, required FCC labeling, input/output connections, and date of manufacture.

The label should be weatherproof and attached to the MIU where normal installation will not obscure it. The City desires that the MIU be shipped with one permanent bar code label and one removable adhesive bar code label for installation control purposes.

3. Indicate environmental tolerances, including temperature and humidity ranges. Indicate if there are different models of MIUs for indoor, outdoor wall-mounted, and vault installations. City prefers a single model with appropriate mounting brackets for different situations. Provide Endpoint temperature range for normal operations.
4. Describe features of the MIU that prevent corrosion or degradation of mechanical or electrical performance (e.g., encapsulation or coating). The MIU shall be provided in a waterproof casing rated IP8 or better (submersion up to 1 meter of depth) in accordance with the IP code, IEC standard 60529. The MIU enclosure should be composed of ultraviolet (UV)-inhibiting ABS or similar material. All materials used in the MIU must be non-hazardous under normal conditions.
5. Describe the call-in schedule of the Endpoint, how it is set, the interval of data sent, and any customization available for setting an Endpoint call-in schedule.
6. Describe the amount and interval of backup data stored within the Endpoint. Indicate the maximum number of reads that can be recovered in mobile and fixed collection. Describe what happens as capacity is approached, and what happens when capacity is exceeded. For, example, does new data overwrite old data?
7. Provide a list of all meter encoders which the proposed Endpoint has compatibility with. Please list all adapters needed to achieve compatibility with a waterproof twist tight connection.
8. Provide a list of all electronic meters of which Endpoint has compatibility with. Please list all adapters needed to achieve compatibility with a NICOR adapter.
9. Describe meter configuration data and the process for changing it. Describe how an MIU is assigned to a premises ID, customer ID, meter body ID, register ID, and geographic location. Show how the software maintains asset data, including installation date, model number, etc. Describe how total consumption is tracked including meter rollover.
10. Indicate if the software can associate old MIU and new ID numbers with a service address, customer account and unique premises ID to maintain account continuity. Indicate if the software can associate old meter body ID, old register ID, old meter final reading, and new meter ID and reading from a meter exchange process with a service address, customer account or unique premises ID for continuous consumption profiling. Describe the process for inputting a meter or MIU change in the MDMS, maintaining the continuous consumption history for an account while keeping track of the point of change-out.
11. Provide a brief overview of the necessary programming performed at the time of Endpoint installation along with any necessary programming device, and include associated costs in the cost proposal.
12. Provide a brief description of the manufacturer's recommended installation and hardware used in the pit mount setting. Provide an image of the recommended installation and hardware.
13. Provide historical Endpoint failure rates, IP rating, and describe how the Endpoint is protected

from potential long-term submersion/moisture intrusion.

14. Provide an overview of the Endpoint warranty.
15. Provide a list and a description of all Endpoint and meter alarms/tampers that are potentially sent with the standard transmission message.
16. Describe the synchronization process and tolerance of the Endpoint's internal clock.
17. Describe how missing data may be recovered/retransmitted from the Endpoint, including automatically backfilling missing interval data on a daily basis.
18. Describe the process to upgrade the Endpoints firmware.
19. Describe the temperature ranges in which the Endpoint will operate normally.
20. Describe the expected battery life as a range of years within two standard deviations of the average expected life under normal or default MIU meter interrogation and transmission settings and the climate in the City's locale.
21. Describe the MIU's low battery warning system, the warning time in months provided before failure under normal conditions, and how this is accomplished (e.g., based on battery voltage or the number of transmissions). Indicate the differences in expected MIU battery life, if any, when reading different types and makes of meter registers.
22. If the MIU can be read in a mobile configuration as well as fixed, indicate if there is a different expected battery life for each reading method.
23. Indicate to what extent the following functions would affect battery life: (a) installing firmware over the air; (b) extracting fine-minute reads from the meter for a one-week period (as part of use study or evaluation of meter sizing); (c) on-demand reads more than four times per year; and activating a control valve (if available) more than two times per year.
24. Describe the tamper detection ability of the Endpoint. (e.g., cut-wire, encoder removal, magnetic tamper, etc.). Indicate whether the alarm is transmitted instantly or with the next MIU transmission. Indicate the number of times or over what period of time a tamper indication will be provided to the system operator before it is automatically cancelled. Indicate whether the tamper indication can or must be reset or reprogrammed by the system operator or field service technician, and how this is accomplished.
25. Describe the process of obtaining a backup reading with a reading device should that be necessary.
26. Provide a list of sensor devices compatible with the proposed Endpoint (e.g., valve, temperature sensor, pressure sensor, etc.)
27. Describe any additional current capabilities of the proposed system not already described above, such as remote shut-off or turn-on, pressure monitoring, temperature monitoring, chemical concentration monitoring, smart city applications, etc. List specific third-party sensors or controllers that are supported (such as acoustic leak detection devices) and their capabilities.

28. Describe the system's ability to add instrumentation (pressure, temperature, chemical, leak, etc.) and to collect distribution system performance information and transmit the information from such Endpoints. Indicate whether additional software would be required for any additional feature listed.

D. AMI Network Overview

1. Describe the operation of the Data Collectors (components, two-way, communication initiates from, data capacity, how often do they communicate with the headend system, recommended heights, power requirements/options, maintenance, etc.)
2. Provide a schematic of the proposed data collector/repeater propagation study distinctly identifying existing City-owned assets, existing third-party owned assets, locations where no installation asset exists, and heights of each. State read rate and system redundancy that system design is based on.
3. Indicate the approximate time to construct the network, including provisioning of collectors and repeaters, installation, commissioning of equipment, operation, testing, and certification.
4. In the case of a dedicated network, at least 75% of the DCUs needed to provide complete coverage of City's service territory shall be installed, tested and operational for prior to starting MIU deployment.
5. Describe the amount of data that is stored in the data collector and how the data is protected if the data collector is damaged.
6. Describe recommended installation methods, and include the estimated cost of data collectors and repeaters in the cost proposal. (Provide image and/or schematic.)
7. Describe any necessary programming needed for data collectors/repeaters during installation and routine maintenance of the system.
8. Describe electrical surge/lightning protection for data collectors/repeaters.
9. Describe onboard battery backup power and any recommended maintenance and frequency of replacement for backup batteries.
10. Provide an estimated time to install the proposed network, and include the cost for installation in the cost proposal (the cost must include installation of hardware, leasing agreements, and any necessary cost for installation.)
11. Describe the security protocol used in the data collectors and repeaters to protect data.
12. Describe Contractor's policies and program to protect the privacy of City and customer data through its life cycle of collection, storage, usage, sharing, transferring, securing, retention and destruction. Describe how and by whom the program is administered, and how it ensures compliance by all subcontractors and third parties.
13. Describe the standard warranty as well as any options/pricing for an extended warranty of the data collectors and repeaters.

14. Describe the support process when a data collector or repeater is not working when under warranty and not under warranty.
15. Describe the guaranteed repair time when a data collector or repeater is not working when under warranty and not under warranty.
16. Describe the Contractor's standard responsibilities to maintain the AMI Network.
17. Describe the City's standard responsibilities to maintain the AMI Network.
18. Describe the Contractor's standard responsibilities to maintain the AMI.
19. Describe the City's standard responsibilities to maintain the AMI
20. Network under a Network as a Service model. How many years is this available for?
21. Describe what is included under the standard maintenance service model for the data collector/repeater. How many years is this available for? Include the annual cost for maintenance in the Price Proposal.
22. Describe what is included for maintenance of the data collector/repeater under Network as a Service model. Include the annual cost for maintenance in the Price Proposal.
23. Based on our climate, how many years will the data collector last before needing to be changed?
24. Describe the installation, provisioning, and programming procedure of the data collectors in a tower, building/roof, and electrical pole installations (Note responsibilities of City vs. Contractor).
25. Describe the proposed primary power source for DCUs/repeaters. If solar, provide specifications for solar panel. If electrical, indicate expected kilowatt-hours per month of electrical consumption, and expected maximum watts per device. Describe DCU battery, and recommended preventive maintenance battery change interval.
26. Describe provisions for electrical isolation and protection against static discharge and indirect lightning strikes.
27. Describe the power supply options and frequency of replacement for data collectors and repeaters, and include their associated costs in the cost proposal.
28. Describe the data collector backhaul options, and include costs in the cost proposal.
29. Indicate proposed options for mounting DCUs/repeaters. Indicate minimum and maximum required and recommended heights for antennae. Provide specifications with photographs and dimensions of mountings. DCUs/repeaters installed on City facilities must not interfere with access by City personnel to any part of the building or structure on which they are mounted, nor in any way compromise the structural integrity. For each device installed on City facilities, mountings, support system, cabling, etc., must be pre-approved, as well as inspected and accepted, by a City Engineer.

30. Describe how the Contractor ensures that data collectors/repeaters will not interfere with other nearby radio equipment or will not be degraded by other radio systems.
31. Describe the diagnostics available to monitor the network.

E. Head End System / Software Overview

1. Describe overall capability and architecture (cloud, on premise server, etc.) of the proposed HES.
2. The software shall enable City to effectively obtain all of the meter readings and other data generated by the system, monitor and manage the AMI system, including underperforming or nonperforming MIUs, repeaters, data collection units and backhaul communications, and determine remediation measures. The software shall interface with the MDMS and/or City's CIS.
3. Describe the process of integrating/synchronizing the HES with our billing system (method, frequency, options, etc.)
4. Provide screenshots and descriptions of the main functionality of HES.
5. Describe the process of water meter data collection from Endpoints (include frequency, interval of data, configuration options).
6. Describe the process of backfilling any missing data from the Endpoint.
7. Describe the reporting capability of the HES.
8. List water meter and Endpoint alarms available in the HES and describe how they are made available to the user.
9. Describe the HES's capability to provide system pressure and temperature data.
10. Describe APIs that allow data access to create dashboards and alerting on system pressure and temperature data and abnormal usage (possible leak detection).
11. Describe the tools available in the HES to assist with water conservation initiatives.
12. Describe any quick view or dashboard capabilities of the HES natively or live data access for external software.
13. Describe the guaranteed system uptime of HES as denoted in your Service Level Agreement.
14. Describe the number of user licenses included in the standard software offering and include the price of additional user licenses in the cost proposal.
15. Describe the levels and privileges available through standard user credentials.
16. Customer Service Representatives ("CSRs") shall be able to access an account by at least the following fields: account number, name, address, premises ID number, meter body ID number, register ID number, MIU ID number. Indicate available customer search parameters

and describe the features available for a CSR to assist the consumer in understanding their consumption.

17. Indicate if the software can associate more than one account number or meter number with an individual customer.
18. Describe how potential leaks, high consumption, misuse and water theft are identified by the software from the data, and what analysis reports are generated?
19. Describe any capabilities of the software to provide customer, consumption and meter analytics, such as meter underperformance, unauthorized consumption, non-revenue water analysis, etc.
20. Describe any other standard reports and trend analyses provided by the proposed system.
21. Describe the number of years of data accessible through the software interface.
22. Describe the export capabilities of the HES software.
23. Describe the ability to compare multiple year's consumer usage. (Provide screenshots)
24. Describe the ability to create and utilize account groups within HES software.
25. Describe the HES's ability and process to control the opening and closing of a valve.
26. Describe the process of validating high/low consumption thresholds.
27. Describe how HES deals with disaster recovery.
28. Enumerate firmware releases in the past 12 months for each system component and provide firmware release notes.
29. Contractor shall provide any available upgrades or patches to MIU, DCU, repeater and other collection network component firmware for a minimum of 15 years, at no additional cost beyond annual maintenance fees for this equipment.
30. Describe how software updates and upgrades are pushed to HES. Indicate if and how firmware patches or upgrades would be applied to each system component.
31. Describe how HES processes data backup (e.g., frequency, number of sites, and amount of years.)
32. Describe how HES deals with time zones.
33. Describe the ability to integrate HES with a consumer portal and manage consumer access.
34. Describe how the network is managed through the HES.

F. Consumer Portal Overview

1. Describe the capabilities/features of the proposed consumer portal for City customers to

access detailed data from their meters. Describe what information will be display in the customer screen. Indicate if a City CSR can see a screen identical to what a customer sees through the customer portal.

2. Customer web portal should include a mobile application. Describe the capabilities/features of the proposed consumer smartphone app.
3. Indicate if the customer portal is part of the MDMS package or separate software.
4. Software shall be accessible to customers using the web browsers from major manufactures. The software shall allow the customer to initialize an account for access using address and account number. Initializing a customer account shall require no involvement of City staff. Account initiation should be completed using an emailed or texted authorization code. The software should provide support for City account file import and account and password authentication, or two-step authentication. The software should provide for backdoor support for CSRs to manage forgotten usernames and passwords.
5. Describe the process of a customer signing up for the consumer portal and password requirements.
6. Describe the guaranteed system uptime of the consumer portal as denoted in your Service Level Agreement.
7. The platform should have a configurable interface that can be presented as a seamless extension of City's own web site. Describe the process to link to the City online payment portal. Indicate if the customer portal can be accessed by a customer from City's website or e-billing page. If so, indicate if the customer portal supports single sign-on and if it is security assertion markup language compliant.
8. Describe the tools to track user signups. (Provide screenshots.)
9. Describe the process of integrating the consumer portal with HES or MDMS.
10. Describe the number of years of data available to consumer.
11. Describe how the consumer portal/smartphone app can assist with water conservation efforts.
12. Describe the options for branding the consumer portal/smartphone with City branding.
13. Describe the options for messaging / advertising options.
14. Describe the options for customer support chat options.
15. Describe how consumer portal supports multi-lingual consumers.

G. Training Overview

1. Thoroughly describe the encoder, meter, and Endpoint installation and maintenance training included in this proposal. (Please include the following: training curriculum, duration, the maximum number of employees, suggested participants, evaluation process, and training method: field / classroom, hands-on / onsite / online training, etc.)

2. Thoroughly describe the HES training included in this proposal. (Please include: billing system interface process, training curriculum, duration, the maximum number of employees, suggested participants, evaluation process, and training method: field / classroom, hands on / onsite / online training, etc.)
3. Thoroughly describe the consumer portal training included in this proposal. (Please include: training curriculum, duration, the maximum number of employees, suggested participants, evaluation process, and training method: field / classroom, hands on / onsite / online training, etc.)
4. Describe methods to train staff on future HES updates or upgrades.

H. Encoders Overview

1. Describe the available encoder options (mechanical or electronic, features, and their benefits) and what you are proposing for this Project. Encoders must come equipped with visual analog read and leak detector. Encoder read must be in US gallons.
2. Briefly describe the system's approach to detecting (a) continuous flow (that is, consecutive non-zero intervals), (b) low flow leaks (many but not all consecutive intervals non-zero), and (c) abnormally high flow ("broken pipe"). Indicate if the threshold levels for reporting of these anomalies are definable by City, and if so, for individual customers or groups of meters.
3. Describe system capabilities to validate meter readings for reasonableness, such as unusually high or low readings.
4. Describe how system handles potential meter rollovers.
5. Provide an overview of the encoder warranty.
6. Describe how the encoder is protected from moisture intrusion.
7. Describe the resolution available as an output to your AMI Endpoint.
8. Describe the available encoder alarms that are transmitted with your AMI Endpoint.
9. Describe the options to secure encoder to meter to eliminate tampering (e.g., anti-tamper set screw, etc.)
10. Describe safeguards that prevent accidental or malicious effects to the MIUs, such as disruption of the MIU's firmware, parameters or clock changes, continuous waking of MIU leading to battery failure, or unwanted activation of water shutoff (if supported).
11. Describe any necessary programming that must be done at the time of installation.
12. Describe encoder markings and serialization.
13. Describe the wire length options available.

I. Installation / Project Management Overview

1. The Contractor will describe their detailed management approach, including but not limited to the strategy for schedule management, cost control, risk management, solution deployment, integration, acceptance testing, organizational readiness, hosting, customer portals, and end-user training.
2. Provide resumes of the Project management team that will be assigned to this Project.
3. Provide the company name, history, and industry experience for meter/Endpoint installation company.
4. Provide the company name, history, and industry experience for network installation company.
5. All Licensed Plumbers shall be bonded. Contractor shall subject all employees to a criminal offense background check and drug and alcohol testing as directed by City. Contractor shall not employ as an Installer any person who fails to meet the requirements of City. The City shall be entitled to review the background check before the prospective employee is engaged, and prevent any person who fails to meet requirements from working on City projects. Describe Contractor's ongoing random testing programs for drugs and alcohol.
6. Provide the Meter/Endpoint Installation Procedures.
7. Provide recommended Project schedule for meter/Endpoint installation.
8. Provide the recommended Project schedule for network installation.
9. Provide detailed installation and quality assurance processes that will be performed for this Project.
10. Describe the mechanism and procedure for downloading and uploading data from the AMI control computer and/or any other information system to City's customer information system.
11. Describe the list of information that will be captured in the field during installation and provided to the City CIS system. Describe the process to integrate change out information with City CIS system and responsible party for this process.
12. Indicate if the software can associate old MIU and new ID numbers with a service address, customer account and unique premises ID to maintain account continuity. Indicate if the software can associate old meter body ID, old register ID, old meter final reading, and new meter ID and reading from a meter exchange process with a service address, customer account or unique premises ID for continuous consumption profiling. Describe the process for inputting a meter or MIU change in the MDMS, maintaining the continuous consumption history for an account while keeping track of the point of change-out.
13. Describe the standard daily, weekly, and monthly installation progress reporting.
14. Explain how the company will communicate with the City's customers. Describe how appointments are scheduled; what credentials your employees carry; and how employees are dressed. Explain how the City's call center will be incorporated to support this communication.

15. Contractor's field personnel shall wear easily recognizable uniforms containing the Contractor's name, as well as prominently displayed picture identification badges containing Contractor's name, employee name, title, employee picture, and employee I.D. number at all times when performing contract work. Contractor's employees who are no longer employed by the Contractor shall be required to return their uniforms and identification cards immediately upon termination of employment, and the Contractor shall immediately notify the City of all such terminations and if identification cards were received from terminated employee.
16. Contractor shall be responsible for all vehicles it uses on the Project. Contractor should provide service vehicles onsite stocked with common fittings and supplies needed for normal service restoration and/or replacement. Contractor's vehicles shall be uniform in appearance and shall have the company logo prominently displayed on both sides of the vehicle. Temporary signs must be adhesive, not magnetic. Any employee of the Contractor or its subcontractors who drives a vehicle in connection with this Project must have a valid driver's license for the class of vehicle being driven, and must be insured as set forth in City's insurance requirements.
17. The City requires that Contractor deploy vehicles to minimize parking problems and avoid blocking any streets. Contractor is required to follow all parking laws. Contractor shall be responsible for all parking violations.

J. System Technical Support Overview

1. Describe system technical support options over the 20 year-project life, and include their associated costs in the cost proposal.
2. Describe Contractor Help Desk availability for telephone technical support (e.g., hours, time zone, etc.) and escalation procedures.
3. Provide options for after-hour's technical support.
4. Describe options for local support.
5. Describe access to online self-support.
6. Describe upgrade frequency and notification process. Indicate whether upgrades can be implemented by City staff or whether Contractor assistance is required.
7. Describe any plans for sun-setting the proposed system.

VIII. SYSTEM REFERENCES OVERVIEW

Provide **three** customer references of similar size or larger than the City of Escondido that are using the proposed technology. (All References will be contacted. References must be willing to discuss your project.) The customer references must include the following:

1. Utility Name:
2. Customer Contact Name:
3. Title:
4. Address:

5. Phone:
6. Email:
7. Number of Services:
8. Radio Technologies Implemented:
9. Metering Technologies Implemented:
10. Start Date of Installation:
11. Scope of Installation Services:
12. Number of Endpoints Currently Installed:
13. Additional Project Notes:

IX. LITERATURE

Please include with your proposal the following literature for any proposed product or service:

1. Product Data Sheets
2. Product Open API Documentation
3. Product Specifications
4. Product Warranties
5. Installation Guides
6. Training Manuals
7. Customer User Interface Illustrations and Documentation

X. FINANCIAL INFORMATION

Contractor must provide a minimum of one of the following in support of the financial stability of the company as a separate document:

1. A statement regarding the firm's financial stability, including information as to any current or prior bankruptcy proceedings.
2. A Dun & Bradstreet ("D&B") Supplier Evaluation Report ("SER"), or similar type report. All costs associated with this report shall be borne by the Contractor.
3. A copy of a certified financial statement for each of the last three years prepared by an independent certified public accounting firm or Federal Tax Return for previous years.

If the Contractor is an incorporated subsidiary or joint venture, Contractor shall include relevant financial information of its parent companies.

XI. LOSS OF AGREEMENT AND/OR INABILITY TO FULFILL REQUIREMENTS

Contractor shall submit full details of all terminations for default, settlements to avoid litigation, or pending terminations experienced in the past five years including the other party's name, address, and telephone number. Termination for default is defined as notice to stop performance due to Contractor's non-performance or poor performance, and the issue was either: (a) not litigated; or (b) litigated and such litigation determined Contractor to be in default. Contractor shall also present its position on the matter.

The City shall evaluate the facts and at its sole discretion may reject the Contractor's response if the facts discovered indicate that completion of an agreement resulting from this RFP may be jeopardized by selection of Contractor.

If Contractor has experienced no such settlement or termination for default in the past five years,

and has no pending terminations, it must affirmatively declare to be so.

XII. BONDS

All bonds furnished to the City pursuant to this RFP shall be in the form set forth herein and approved by the City Attorney. The City's Faithful Performance Bond form is attached to this RFP as Exhibit 3 and incorporated herein by this reference. The City' Bidder's Bond form is attached to this RFP as Exhibit 4 and incorporated herein by this reference.

A. Bid Bond

All proposals shall be accompanied by a cashier's or certified check, payable to the order of the City of Escondido amounting to 5% of the total price proposal, or by a bond in said amount and payable to said City, signed by the bidder and a corporate surety, or by the bidder and two sureties who shall justify before any officer competent to administer oaths, in double said amount over and above all statutory exemptions. Said check shall be forfeited or said bond shall become payable if the bidder depositing the same does not, within 15 days after written notice, execute the contract.

B. Performance Bond

The Contractor will be required to furnish with the contract a Faithful Performance Bond in the amount of 100% of the aggregate amount of the proposal and a Labor and Material Bond in the amount of 100%.

XIII. COST PROPOSAL

Contractor shall provide an itemized pricing sheet in excel format that provides a total cost for a complete AMI system for a 20-year project life. The cost proposal shall be all inclusive of the services and equipment necessary to implement the Project. Contractor shall supply unit prices and related annotations that will help the City to reasonably determine the total life cycle cost of owning, operating, using and maintaining the proposed AMI system over a 20-year period from the date of Notice to Proceed.

Prices shall include all materials, labor, shipping, tools, equipment, hardware and software, taxes, supervision, insurance, bonds, materials, rental, parking, permitting, engineering certificates, and indirect cost. The cost proposal shall identify any other expenses that are not listed herein, but will be required in order for the Contractor to properly implement the Project. Contractor shall explicitly indicate if any of the recurring prices/fees shall be subject to an inflator, and if so, what the inflator will be.

The itemized pricing sheet must include the basis of fees to be charged including, but not limited to the following:

1. Price per Endpoint/encoder install
2. Pricing for reoccurring monthly costs
3. Pricing for API integrations
4. Pricing for initial deployment of pilot
5. Pricing for total deployment of approximately 26,000 water meters
6. Recurring fees (charges for software support, and upgrades, battery replacement costs, and other recurring maintenance costs that are anticipated during the 20 year-project life.

Pricing tables A, B, C and D (Price Tables) are attached to this RFP. The Price Tables shall be completed in their entirety, indicate "N/A" (Not Applicable) if the particular item is not incorporated in the Contractor's proposed system. Contractor may modify the Excel tables by adding rows or columns to accommodate additional system components or unit costs for additional equipment, services, or other fees not listed in the Price Tables, that are required to provide a complete and working system in accordance with the technical and performance requirements of this RFP. Contractors shall not delete any rows or columns from the Excel tables.

Contractor shall provide pricing information in Excel files on USB memory device as well as in hard copy within its cost proposal. The City reserves the right to accept or reject individual components of each proposal as needed to best serve the needs of the City.

Right click on the paperclip icons below to open the Price Tables in excel format:



XIV. EXHIBITS

EXHIBIT 1



**CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT**

This Public Services Agreement ("Agreement") is made and entered into as of this _____ day of _____, 2021 ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: [name of primary City staff contact]
760-xxx-xxxx
("CITY")

And: [Name]
[Entity Type: e.g., "a California corporation"]
[Street address]
[City, state, zip code]
Attn: [name of contact]
[telephone number]
("CONTRACTOR").

(The CITY and CONTRACTOR each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, the Parties desire to enter into this Agreement for the performance of the Services described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

1. Description of Services. CONTRACTOR shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").
2. Compensation. In exchange for CONTRACTOR's completion of the Services, the CITY shall pay, and CONTRACTOR shall accept in full, an amount not to exceed the sum of [Dollar Amount]. CONTRACTOR shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in any subsequent amendments shall not exceed a cumulative total of 25% of the maximum payment provided for in this Section 2, unless approved by resolution of the City Council.

3. Performance. CONTRACTOR shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONTRACTOR pursuant to this Agreement, except that CONTRACTOR shall not be responsible for the accuracy of information supplied by the CITY.
4. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONTRACTOR with 10 days' advance written notice. CONTRACTOR agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONTRACTOR, then CONTRACTOR shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the Services.
5. City Property. All original documents, drawings, electronic media, and other materials prepared by CONTRACTOR pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONTRACTOR for any other purpose without the CITY's prior written consent.
6. Insurance Requirements.
 - a. CONTRACTOR shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONTRACTOR, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability*. Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate.
 - (2) *Automobile Liability*. ISO Form CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.
 - (3) *Workers' Compensation*. Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
 - (4) If CONTRACTOR maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR.
 - b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
 - (1) *Acceptability of Insurers*. Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-:VII, or as approved by the CITY.
 - (2) *Additional Insured Status*. Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the

addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.

- (3) *Primary Coverage.* CONTRACTOR's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
 - (4) *Notice of Cancellation.* Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (5) *Subcontractors.* If applicable, CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated in this Agreement, and CONTRACTOR shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
 - (6) *Waiver of Subrogation.* CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONTRACTOR, its agents, representatives, employees and subcontractors.
 - (7) *Self-Insurance.* CONTRACTOR may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONTRACTOR shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONTRACTOR's (i) net worth and (ii) reserves for payment of claims of liability against CONTRACTOR are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONTRACTOR's utilization of self-insurance shall not in any way limit the liabilities assumed by CONTRACTOR pursuant to this Agreement.
 - (8) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.
- c. *Verification of Coverage.* At the time CONTRACTOR executes this Agreement, CONTRACTOR shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
 - d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
 - e. *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage CONTRACTOR must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
 - f. Failure to comply with any of the insurance requirements in this Agreement, including but not limited to a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONTRACTOR fails to comply with

any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONTRACTOR to stop work under this Agreement and/or withhold any payment that becomes due to CONTRACTOR until CONTRACTOR demonstrates compliance with the insurance requirements in this Agreement.

7. Indemnification, Duty to Defend, and Hold Harmless.

- a. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONTRACTOR's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the sole negligence or willful misconduct of the CITY.
- b. CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors, if any) shall defend, indemnify, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.
- c. All terms and provisions within this Section 7 shall survive the termination of this Agreement.

8. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONTRACTOR in entering into this Agreement, CONTRACTOR shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.

9. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.

10. Independent Contractor. CONTRACTOR is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.

11. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONTRACTOR.

12. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONTRACTOR concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.

13. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
14. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
15. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
16. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
17. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
18. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONTRACTOR shall promptly provide the other Party with notice of any changes to such contact information.
19. Business License. CONTRACTOR shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
20. Compliance with Laws, Permits, and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONTRACTOR shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
21. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/oprl/dprevagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
22. Department of Industrial Relations Compliance. This public project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post all job site notices required by regulation. CONTRACTOR, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the

performance of any public works contract subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

23. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONTRACTOR represents and warrants that all of its employees and the employees of any subcontractor retained by CONTRACTOR who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONTRACTOR affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONTRACTOR agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.
24. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signators below.

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: _____

Paul McNamara
Mayor

[CONTRACTOR COMPANY NAME]

Date: _____

Signature

Name & Title (please print)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

EXHIBIT 2

General Terms and Conditions

1. Public Information

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal in response to this RFP indicates the prospective Contractor's acceptance of all terms and conditions contained in this RFP, including Exhibits 1 and 2, unless clearly and specifically stated otherwise.

2. Confidential Information

Any information deemed confidential or proprietary should be clearly identified by the Contractor as such. Information identified as confidential or proprietary will be protected and treated with confidentiality to the extent permitted by applicable local, state, and federal law.

3. Addendums

The City reserves the right to amend, alter, or revoke this RFP at any time. Any modifications, clarification, or additions will be distributed via email as an addendum.

4. Proposal Preparation Cost

The City is not obligated to reimburse any Contractor for expenses incurred in preparing proposals in response to this RFP. All Contractors shall bear their own costs, fees, and expenses incurred in preparing proposals in response to this RFP.

5. Withdrawal of Proposal

A Contractor may modify or withdraw their proposal, either personally or by written request via email, at any time prior to the Submission Deadline. Such requests should be directed to the Purchasing Supervisor.

6. Inaccuracies or Misinterpretations

Subject to the City's sole discretion, the City may terminate a prospective Contractor from the RFP process or terminate any agreement with the Contractor if the City determines that said Contractor has: (a) made a material misstatement, (b) made a material misrepresentation, or (c) provided materially inaccurate information.

7. Optional Items

Prospective Contractors may elect to provide recommendations and pricing for optional items. Pricing for optional items shall not be included in the minimum requirements pricing.

8. Business License

The Contractor awarded the Project shall be required to obtain a City of Escondido Business License pursuant to the terms of Exhibit 1.

9. Signature

All proposals shall be signed in the name of the prospective Contractor and shall bear the original signature in longhand of the persons duly authorized to sign the proposal. Obligations assumed by such signature shall be fulfilled.

10. Right to Reject Proposal

The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items. The

City is not obligated to explain or justify its selection or rejection of any Contractor. All proposals submitted in response to this RFP shall immediately become property of the City.

11. Right to Conduct Personal Interviews

The City reserves the right to conduct personal interviews or require oral presentations of any or all prospective Contractors prior to selection.

12. Right to Request Additional Information

The Contractor shall furnish additional information as the City may reasonably require. The City reserves the right to investigate the qualifications of prospective Contractors as it deems appropriate.

13. Right to Determine Financial Responsibility and Viability

The City reserves the right to request information pertaining to the financial stability of a prospective Contractor to allow an appraisal of a prospective Contractor's current financial condition.

14. Understanding the Services to be Performed

By submitting a proposal in response to this RFP, each prospective Contractor certifies that they have fully read and understand this RFP and have full knowledge of the scope, nature, quantity, and quality of services to be performed. Each prospective Contractor understands that, if awarded the Project, they will be required to enter into a written contract in substantially the same form as Exhibit 1.

15. Award of Contract

Proposals submitted in response to this RFP will be analyzed and the Project awarded to the responsible Contractor whose proposal conforms to this RFP and is considered to be the most advantageous to the City, taking into consideration not just the proposal price, but also the evaluation criteria set forth in this RFP. If the Contractor does not execute a contract in substantially the same form as Exhibit 1 within 30 days after notification of award, the City may, subject to its sole discretion, (a) give notice to the Contractor of the City's intent to select from the remaining Contractors or (b) issue a new RFP for the Project.

16. Contract Funding

City's funding of any agreement resulting from this RFP shall be on a fiscal year basis and is subject to annual appropriations. Contractor acknowledges that the City is a municipal corporation, is precluded by the State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this RFP shall constitute an obligation of future legislative bodies of the City or State to appropriate funds for any agreement resulting from this RFP. Accordingly, the Contractor acknowledges and agrees that the funding for any agreement resulting from this RFP are contingent upon appropriation of funds.

17. City Provisions to Prevail

The terms of this RFP and the terms of any agreement resulting from this RFP shall govern the Project. Any standard terms and conditions of the Contractor shall not be acceptable to the City unless expressly agreed to by the City by separate document. The City reserves the right to reject a proposal containing unacceptable conditions as non-responsive as a condition of evaluation or award of the proposal.

18. Equal Employment Opportunity

The Contractor awarded the project shall comply with all equal employment opportunity provisions of federal, state, and local non-discrimination laws, orders, regulations and guidelines as may be applicable to the Contractor and be in effect during the performance of any agreement resulting from this RFP.

19. Public Services Agreement

Contractors submitting a proposal shall be prepared to use the City's standard contract form (Exhibit 1) rather than its own contract form. Services may not commence until the Public Service Agreement for the Project is executed.

20. Contractor's Invoices

Invoices shall be prepared and submitted in duplicate to City of Escondido, Accounts Payable Division, located at 201 N. Broadway, Escondido, CA 92025. Separate invoices are required for each purchase order. Invoices shall contain the following information: Purchase Order number, item number, description of supplies or services, sizes, units of measure, quantities, unit prices and extended totals. Invoices should include all applicable sales or other taxes, and shall be remitted to appropriate agencies on the City's behalf. All payments made pursuant to this contract are not assignable and shall only be made payable to the seller.

21. Payment Terms

The City's payment terms are Net 30 days from date of invoice. No pre-payment or partial up front down payment will be made for any services or equipment. The time period allowed for payment, as indicated on the face hereof or offered by quote or bid, shall commence upon receipt of Contractor's invoice or upon receipt of the goods or services, whichever is later.

22. Insurance Requirements

The Contractor must have insurance in accordance with the requirements listed in Exhibit 1.

23. Public Agency Clause

It is intended that other public agencies (e.g., city districts, public authorities, municipal utilities, public school districts and other political subdivisions or public corporations of California) shall have the option to participate in any award made as a result of this solicitation. The City shall incur no financial responsibility for their order placement and payments to the Contractor. This option shall not be considered in proposal evaluation. State whether said option is granted:

YES

NO

EXHIBIT 3



Bond No.: _____
Premium: _____

FAITHFUL PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS,

WHEREAS, The City Council of the City of Escondido, State of California, and [Contractor/Principal], a [Entity Type] ("Principal"), have entered into that certain Public Service Agreement dated [Effective Date of Agreement] ("Agreement," hereby referred to and made a part hereof), whereby Principal has agreed to install and complete certain designated public improvements associated with the Advanced Metering Infrastructure Project.

WHEREAS, the Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement.

NOW, THEREFORE, we, the Principal and _____, a _____ organized and existing under the laws of the State of California and authorized to act as a surety in the State of California ("Surety"), are held and firmly bound unto the City of Escondido, a California municipal corporation ("City") in the penal sum of [spell out amount] dollars and zero cents ([Dollar Amount]), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such that if the Principal, or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and provisions in the Agreement and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any manner affect its obligations on this bond, and the Surety hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, as of this _____ day of _____, 20__.

Name of Principal

By: _____
Signature of Person Signing on Behalf of Principal

Address of Principal

Name of Person Signing on Behalf of Principal

Title of Person Signing on Behalf of Principal

Name of Surety

By: _____
Signature of Person Signing on Behalf of Surety

Address of Surety

Name of Person Signing on Behalf of Surety

Title of Person Signing on Behalf of Surety

(ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPALS AND SURETY MUST BE ATTACHED.)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

BY: _____

EXHIBIT 4

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENT, that we, _____, as Principal and _____, as Surety, are held and firmly bound unto the CITY OF ESCONDIDO, CALIFORNIA ("City") in the penal sum of five percent (5%) OF THE TOTAL AMOUNT OF THE PROPOSAL OF THE PRINCIPAL submitted to the City for the work described below, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents. If the penal sum is expressed as a percentage rather than in dollars, Surety waives any and all claims it may have against City at law or in equity regarding the amount of this bond.

The condition of this obligation is such that whereas the Principal has submitted the accompanying proposal incorporated herein, dated _____, 20__, for the

Advanced Metering Infrastructure System Project

Now, THEREFORE, if the Principal shall not withdraw said proposal within ninety (90) days after the opening of the same or within twenty (20) days of any bid protest being resolved, whichever is greater, and shall within fifteen (15) calendar days after the first written notice that the contract has been awarded to him enter into a written contract with the City in accordance with the proposal as accepted, and if the Principal shall give the required bonds with good and sufficient surety or sureties for the faithful performance and proper fulfillment of such Contract and for the protection of laborers and material men, or in the event of the withdrawal of said proposal within the periods specified, or the failure to enter into said Contract and give such bonds within the time specified, if the Principal shall within sixty (60) days after request by the City pay the City the difference between the amount specified in said proposal and the amount for which the City may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligation shall be void and no effect, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by City and judgment is recovered, the surety shall pay all costs incurred by the City in such suit, including reasonable attorney's fees. These costs shall be in excess to the penal sum amount.

IN WITNESS WHEREOF the parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.