

July 9, 2007

General Manager Regular Item# 070123



Issue Date: January 23, 2007

Proposal Opening Date: February 20, 2007

REQUEST FOR PROPOSALS

ADVANCED METER READING / ADVANCED METERING INFRASTRUCTURE

RFP NO. 2007-031

Purchasing Representative:

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Utility Analyst II
(352) 334-3400

Gainesville Regional Utilities

Mailing Address:

and

Physical Address:

301 S.E. 4th Avenue
Gainesville, FL 32601

REQUEST FOR PROPOSALS (RFP)

ISSUE DATE: January 23, 2007

**PROJECT: ADVANCED METER READING / ADVANCED METERING INFRASTRUCTURE
RFP NO. 2007-031**

PROPOSAL OPENING DATE: February 20, 2007

Sealed proposals will be received by the City of Gainesville, Florida d/b/a Gainesville Regional Utilities, at Utilities Purchasing until 2:00 p.m., local time, on the proposal opening date, at which time and place all proposals will be publicly opened and will be available for inspection upon notice of award or intended award or within ten (10) days after bid opening, whichever is earlier. Proposal prices may be read at the public proposal opening, at the sole discretion of Utilities Purchasing. **Proposals must be in the possession of Utilities Purchasing prior to proposal call at 2:00 p.m. on the proposal date.** Possession is defined as being physically received in Utilities Purchasing at the GRU Administration Building, 301 S.E. 4th Avenue, 3rd Floor, Gainesville Florida 32601. **The time clock located in Utilities Purchasing will be the official time for proposal call. ANY PROPOSAL RECEIVED AFTER THE PROPOSAL CALL WILL NOT BE CONSIDERED. NOTE THAT NORMAL MAIL DELIVERY IS MID TO LATE AFTERNOON!** Proposals shall be sealed and plainly marked on the outside of the envelope with both the proposal number and the proposal name. Proposals must be completed and signed in ink in space(s) provided on the enclosed form(s) and submitted in six copies or proposal will be subject to rejection. Proposals may not be submitted by facsimile or e-mail.

Any deviation from the specifications must be explained in detail on sheets attached to the Proposal Form and labeled "Clarifications and Exceptions" and each deviation must be itemized by number and must specifically refer to the applicable specification paragraph and page. Otherwise, it will be considered that items offered are in strict compliance with these Specifications and the successful proposer will be held responsible for meeting the Specifications. A proposer who is aggrieved in connection with the specifications of this proposal may protest in writing to Utilities Purchasing prior to the opening of proposals. If Proposer wishes its Standard Terms and Conditions to be considered as part of its proposal, such terms and conditions must be made part of the "Clarifications and Exceptions." The City reserves the following rights: to waive clarifications and exceptions in awarding the proposal in the best interest of the City; to accept or reject any or all proposals; to waive any or all irregularities; and, to award the contract to the responsible proposer whose proposal is determined by the City to be in its best interest. Notice of intended award shall be posted in Utilities Purchasing. Protests in respect to intended award must be filed within three calendar days of posting for purchases which do not require prior approval of the City Commission and within seven calendar days for purchases which require prior approval of the City Commission. It is the Proposer's responsibility to be informed of the intended award and specific protest procedures.

Further information may be obtained by calling Utilities Purchasing at **(352) 393-1252**, during normal office hours, by faxing to (352) 334-2989 or by e-mail to sontagaj@gru.com.

(signed)
A.J. Sontag, C.P.M, Senior Buyer
Utilities Purchasing
(352) 393-1252

CITY OF GAINESVILLE
d/b/a/
GAINESVILLE REGIONAL UTILITIES
REQUEST FOR PROPOSALS FOR
ADVANCED METERING INFRASTRUCTURE

1.0 BACKGROUND.

1.1 Gainesville Regional Utilities (GRU) seeks proposals from vendors for an AMR/AMI system based on bi-directional communication technology for electric, gas and water systems. GRU's system is comprised of approximately 100,000 electric, 60,000 water and 30,000 natural gas meters. In addition to remote metering, the AMR/AMI system shall support applications for load management, demand side management, enhanced customer service and outage restoration and notification.

1.2 GRU seeks the AMR/AMI system solution that best supports GRU's requirements. Responses to this document are expected to propose a complete solution that adheres to all stated requirements. A standard AMR/AMI system with little, if any, custom designed functions is expected. In those instances where compliance with those requirements listed within this document result in extra costs to GRU, vendors are asked to provide reasonable, cost-effective alternatives. Alternative offerings that deviate significantly from the stated requirements should be proposed as cost reduction options.

1.3 The pilot program described in this proposal will include 200 each of electric, water and natural gas meters. All 200 of the electric meters must be two-way and 5 of them must be equipped with remote disconnect.

1.4 GRU expects to take delivery of, and have operational, an AMR/AMI system by July 31, 2007.

1.5 The vendor will provide support for all IT assets, which GRU will have access to via a web interface with full access for 10 users.

1.6 Proposers are reminded that this is a pilot, at the end of which GRU reserves the right to cease implementation of technology or move forward for full implementation with chosen supplier.

2.0 PURPOSE OF REQUEST FOR PROPOSALS.

GRU's primary objective is to have a two-way fixed network AMR/AMI solution designed and implemented to collect daily, hourly and real-time, on-request meter site data from residential and business customers, provide two-way load management and control, and provide other AMR/AMI system value-added benefits, such as remote connect/disconnect, outage assessment tools, leak and tamper detection, revenue protection and smart metering. This system must support GRU's electric, natural gas and water systems.

3.0 EXAMINATION OF CONTRACT DOCUMENTS.

3.1 It is the responsibility of each Proposer before submitting a Proposal, to (a) examine the RFP thoroughly, (b) visit the sites to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Proposer's observations with the Request for Proposal, and (e) notify the Purchasing Representative of all conflicts, errors or discrepancies in the RFP. Failure to do so will

be at Proposer's own risk. A Proposer shall not be relieved of a requirement of this RFP on the plea of error.

3.2 A Proposer who is aggrieved in connection with the specifications of this proposal may protest in writing to Utilities Purchasing prior to the closing date.

4.0 INTERPRETATIONS AND ADDENDA.

4.1 All questions about the meaning or intent of the RFP are to be directed to the Purchasing Representative who has signed the RFP. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda mailed or delivered to all parties recorded as having received the RFP. Questions received less than seven (7) days prior to the closing date may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

4.2 Addenda may also be issued to modify the RFP as deemed advisable by the Purchasing Representative.

4.3 Addenda issued by GRU prior to the opening date shall be binding as if written into the RFP. Proposers are required to acknowledge receipt of the addenda by providing a signed copy of the Addendum Form with the proposal.

5.0 PREPARATION OF PROPOSAL.

5.1 Proposals by corporations must be executed in the corporate name by the president, a vice-president, or other corporate representative accompanied by evidence satisfactory to GRU of such person's authority to sign. The corporate address and state of incorporation must be shown below the signature.

5.2 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature.

5.3 All names must be typed or printed below the signature.

5.4 The Proposal shall contain an acknowledgment of receipt of all Addenda.

5.5 Unless stated otherwise, Proposers must submit itemized pricing for all of the items on the equipment list contained in these specifications.

5.6 Only one proposal from any individual, firm, corporation, organization or agency under the same or different name shall be considered. Should it appear to the City that any Proposer has interest in more than one proposal, all proposals in which such Proposer has interest shall be rejected.

5.7 Responses to this RFP upon receipt by GRU, become public records subject to the provisions of Chapter 119, *Florida Statutes*, Florida's Public Records Law. Should a Proposer feel that any portion or all of its response is exempt from the Florida Public Records Law, its response should clearly assert such exemption and the specific legal authority for the asserted exemption.

5.8 Proposals will be available for inspection after such time as an award is recommended or within ten (10) days after closing date, whichever is earlier.

5.9 The Proposer, by affixing the authorized signature to the Proposal, declares that the proposal is made without any previous understanding, agreement, or connections with any

persons, firms, or corporations giving a proposal on the same items and that it is in all respects fair and in good faith without any outside control, collusion or fraud.

5.10 No City Commissioner, other City officer, or City employee may directly or indirectly own more than five (5) percent of the total assets or capital stock of the proposing entity, nor directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract. [For purposes of this paragraph, indirect ownership or benefit does not include ownership or benefit by a spouse or minor child.]

6.0 SUBMISSION OF PROPOSALS.

Six (6) copies of the proposal shall be mailed or delivered to Gainesville Regional Utilities, Purchasing Division, 301 S.E. 4th Avenue, Gainesville, FL 32601, by **2:00 p.m., local time. February 20, 2007. (NOTE: NORMAL US MAIL DELIVERY IS MID TO LATE AFTERNOON.)** Emails or Facsimiles of proposals are not acceptable.

Proposals may be mailed or delivered to:

**Utilities Purchasing
Gainesville Regional Utilities
Third Floor Administration Building
301 S.E. 4th Avenue
Gainesville, Florida 32601**

Proposals must be clearly labeled: "RFP Number 2007-031, ADVANCED METER READING / ADVANCED METERING INFRASTRUCTURE. Date and time: 2:00 PM February 20, 2007."

7.0 MODIFICATION AND WITHDRAWAL OF PROPOSALS.

7.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening date.

7.2 After closing date, corrections in the proposals shall be permitted: 1) only to the extent that the Proposer can show by clear and convincing evidence a mistake of a nonjudgmental character was made; 2) the nature of the mistake is evident; and 3) the proposal price intended is evident. After the closing date, no changes in proposal prices or other provisions of the proposal prejudicial to the interest of GRU or fair competition shall be permitted. In lieu of proposal correction, an apparent low evaluated Proposer alleging a material mistake of fact may be permitted to withdraw its proposal, at the option of GRU if: (a) the mistake is clearly evident on the face of the proposal but the intended correct proposal is not similarly evident; or, (b) the Proposer submits evidence which clearly and convincingly demonstrates that a good faith mistake (without negligence of the Proposer) was made.

8.0 COSTS IN DEVELOPMENT OF PROPOSAL.

Costs for developing a response to this RFP are entirely the obligation of the Proposer and shall not be charged in any manner to GRU.

9.0 NON-SUBMITTAL OF PROPOSAL.

If a firm in receipt of this RFP does not wish to submit a proposal for this work, please advise Utilities Purchasing at (352) 334-3400, Ext. 1240, of the firm's decision and reason for not submitting a proposal no later than the stated proposal submittal date. Failure to respond may cause removal of the firm's name from the Bid List for future work.

10.0 GENERAL TERMS OF AWARD.

10.1. GRU reserves the right to reject any and all proposals, to waive any and all informalities or irregularities, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional proposals. Also, GRU reserves the right to reject the Proposal of any Proposer if GRU believes that it would not be in its best interest to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by GRU. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

10.2. GRU may conduct such investigations as it deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Proposers, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the contract documents to GRU's satisfaction within the prescribed time.

10.3 If the contract is to be awarded, GRU will give the successful proposer a Notice of Award within sixty (60) days after the day of the Proposal opening.

10.4 As a result of this RFP, GRU intends to enter into a contract with the successful Proposer. The Proposal will not constitute a contract but, rather, will supply provisions which will, if accepted, be incorporated by reference into the contract between the parties. All material submitted with the Proposal shall be considered a part of the Proposal and will be incorporated into the contract to the extent accepted by GRU. Responses to questions that occur during the Proposal evaluation period may be included as part of the contract. The contract awarded under this RFP will require approval of the Gainesville City Commission.

10.5 Any contract negotiated as a result of this RFP shall be interpreted under and governed by the laws of the State of Florida.

11.0 PROPOSAL FORMAT.

Proposals shall include, at a minimum, information which is straightforward, and concise demonstrating the Proposer's approach to satisfying the RFP requirements. Alternates to the RFP requirements must be fully explained. The Proposal must be submitted in the following format and contain the following information, at a minimum.

11.1 **Understanding and Approach.** Proposer shall describe its understanding of the objectives and scope of the RFP, including the Contractor's approach to performing the work, a description of the work to be provided and any additional detail pertaining to the achievement of the purpose of the RFP.

11.2 **Designated Contact.** Identify a contact person qualified to provide information and assistance to GRU who is authorized to conduct follow-up conversations with GRU.

11.3 **Qualifications of the Business/Personnel:** Provide the Contractor's business' qualifications and the names of personnel who will be assigned to this work, including related experience, qualifications, certifications, etc.

11.4 **References:** Provide the names of at least three (3) references who have knowledge of the technical skill and knowledge of the Proposer and include a current contact person and telephone number for each reference.

11.5 **Cost:** See page 12. If the Living Wage Ordinance applies to this contract, indicate additional itemized costs, if any, included in the proposal pricing associated with compliance with the Living Wage Ordinance. (see Special Provisions for Living Wage information).

12.0 INTERPRETATIONS AND ADDENDA.

12.1 All questions about the meaning or intent of the RFP must be made in writing and directed to:

A.J. Sontag, C.P.M.
Senior Buyer
301 S.E. 4th Avenue
Gainesville, FL 32601
(352) 393-1252
Fax: (352) 334-2989
Email: sontagaj@gru.com (preferred)

12.2 Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda and mailed or delivered to all parties recorded as having received the RFP. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

12.3 Addenda may also be issued to modify the Proposal documents as deemed necessary by GRU's Purchasing Division.

12.4 Addenda issued by GRU before the Proposal opening shall be binding as if written into the RFP. Proposers shall acknowledge receipt of the same with the proposal.

13.0 EVALUATION CRITERIA.

The following criteria will be used to evaluate proposal responses and to make a recommendation for award.

- 13.1 **Cost.** The Contractor's proposed pricing, inclusive of all costs.
- 13.2 **Quality and quantity of devices to be used**
- 13.3 **Customization to meet GRU's specific need**
- 13.4 **Ability to fully meet GRU's specifications as listed in this RFP**
- 13.5 **Ability to deliver product or service in accordance with implementation schedule**
- 13.6 **Availability of warranty service and parts**
- 13.7 **Experience and references from vendor**

14.0 EVALUATION AND VENDOR SELECTION.

14.1 GRU reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification. Discussions shall be limited to specific sections of the Proposal identified by GRU and, if held, shall be after initial evaluation of proposals. If clarifications are made as a result of discussions, the vendor shall be asked to provide clarifications in writing.

14.2 GRU reserves the right to reject any or all proposals, to waive any and all formalities and/or irregularities in the Proposal, to negotiate and/or renegotiate the terms and conditions of a Proposal with any vendor, and to accept any Proposal which in its opinion may be in the best interest of GRU.

14.3 GRU shall be sole and final judge of a proposal meeting the needs of GRU.

15.0 CONDITIONS ESTABLISHED BY THE CITY.

15.1 Late Submittals: Any responses submitted after the due date/time specified in the RFP will not be considered and will be returned.

15.2 Rejection of Submittals: GRU reserves the right to reject any and all submittals received in response to the RFP as determined to be in the best interest of GRU. Non-acceptance of any proposal will not imply any criticism of the Proposal or convey an indication that the Proposal was deficient. Non-acceptance of any proposal will mean that another proposal was deemed more advantageous to GRU.

15.3 All materials submitted in response to the RFP become the property of GRU and will be returned only at the option of GRU.

16.0 SALES TAX.

The Proposal shall not include Florida sales taxes on the Proposal price for equipment, materials or services provided to GRU. GRU is exempt from Florida sales taxes for certain purchases and will provide a tax exempt certificate upon request.

17.0 USE OF RFP IDEAS.

Except as otherwise prohibited by law, GRU has the right to use any and all ideas presented in response to this RFP, whether amended or not. Selection or rejection of the Proposal does not affect this right.

18.0 PUBLIC ENTITY CRIME.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

19.0 DEBARMENT/SUSPENSION/TERMINATION.

Proposers shall be responsible for any violation of the current policies regarding debarment/suspension/termination which have been issued by the Utilities Purchasing Department, a copy of which is attached hereto and is incorporated herein by reference.

SPECIAL PROVISIONS

1.0 SCOPE.

These Special Provisions amend or supplement the RFP as indicated below. All provisions which are not so amended or supplemented remain in full force and effect, except that the Technical Specifications, if any, shall govern if any conflict arises between such sections and these Special Provisions.

2.0 LIVING WAGE.

This contract is NOT a covered service.

3.0 LOCAL VENDOR PREFERENCE.

The Local Vendor Preference Ordinance applies to bids for goods or services estimated to exceed \$50,000. A copy of the Ordinance is attached for reference.

In bidding of, or letting contracts for procurement of, supplies, materials, equipment and services, as described in the purchasing policies, the City Commission, or other purchasing authority, may give a preference to local businesses in making such purchase or awarding such contract in an amount not to exceed five percent of the local business' total bid price, and in any event the cost differential should not exceed \$25,000.00.

A "local business" means the vendor has a valid occupational license, issued by the City of Gainesville at least six months prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and a physical business address located within the limits of said locality, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be eligible for local preference, the vendor must provide a copy of the occupational license.

4.0 INSURANCE.

Insurance is required in the amounts stated below:

Commercial General Liability	\$1,000,000 combined single limit for bodily injury and property damage
Automobile Liability	\$1,000,000 combined single limit for bodily injury and property damage

Worker's Compensation:

- | | |
|--------------------------|---|
| (a) State | Statutory |
| (b) Applicable Federal | Statutory |
| (c) Employer's Liability | \$500,000 per Accident
\$500,000 Disease, Policy Limit
\$500,000 Disease, Each Employee |

5.0 BONDS.

No bonds are required.

6.0 SUBCONTRACTORS.

Subcontractors are allowed with prior written approval from the City.

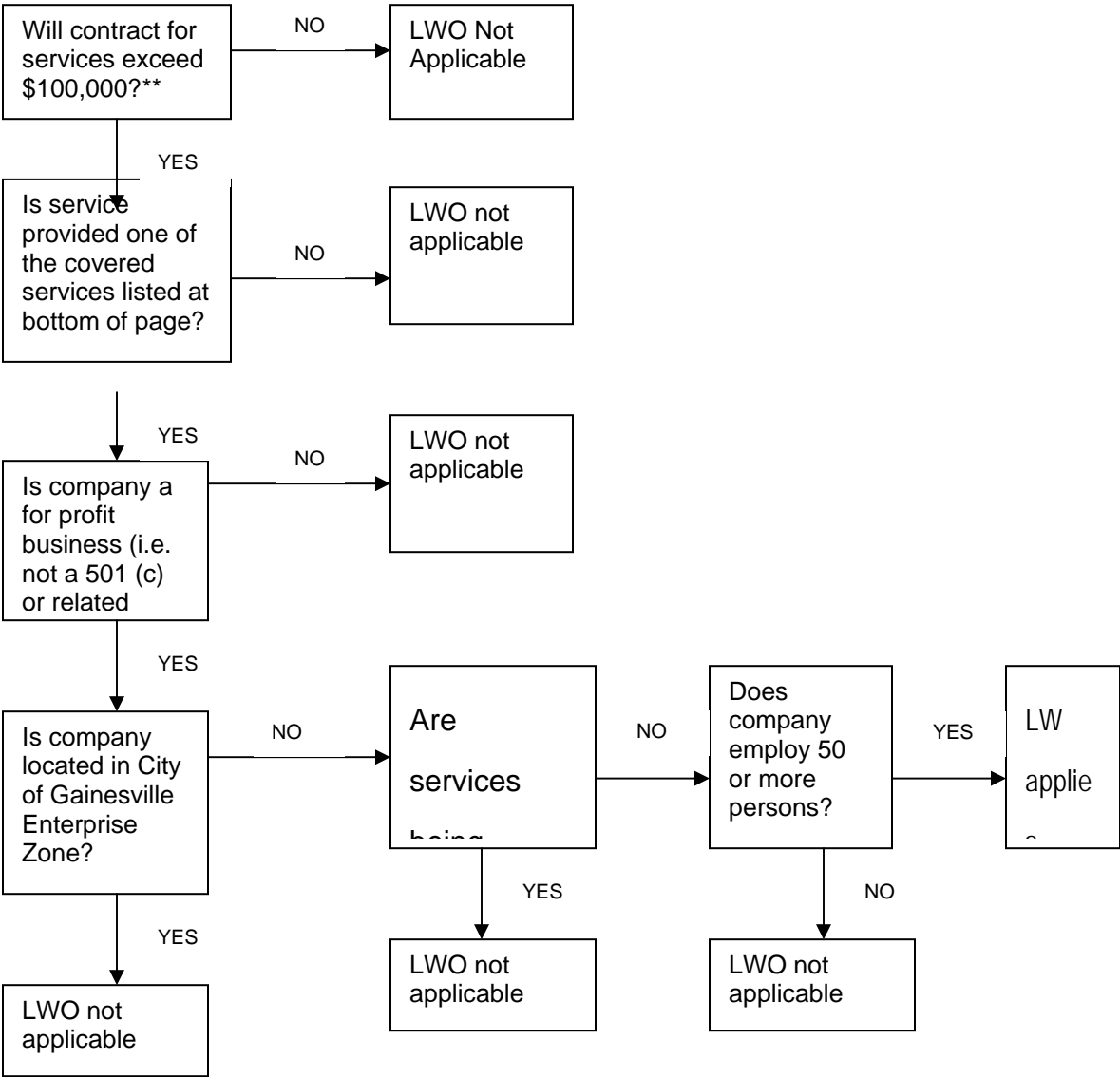
7.0 PRE-BID MEETING.

None, but all vendors are required to be familiar with the local conditions and make provisions in their proposals.

EXHIBIT 2

LIVING WAGE DECISION TREE

While not all encompassing, the following is provided as a guideline for contractors in determining whether the City of Gainesville Living Wage Ordinance applies to their firm in the performance of specified service contracts for covered services* with the City. Contractors are advised to review the entire text of the Living Wage Ordinance in conjunction with this guideline.



***Covered Services:** food preparation and/or distribution; custodial/cleaning; refuse removal; maintenance and repair; recycling; parking services; painting/refinishing; printing and reproduction services; landscaping/grounds maintenance; agricultural/forestry services; and construction services

ARTICLE IX. LIVING WAGE REQUIREMENTS

Sec. 2-615. Definitions.

[The following words and phrases as used in this article shall have the following meanings unless a different meaning is clearly required by the context:]

City means the City of Gainesville Municipal Corporation.

Cooperative purchasing agreement " is materials, equipment or services purchased under the terms and conditions of another local, state, federal, or other public agency's bid or cooperative bids put together by agencies.

Covered employee means an employee of a service contractor/subcontractor, as further defined in this article, that is directly involved in providing covered services pursuant to the service contractor's/subcontractor's contract with the city, during the period of time he or she is providing the covered services. The term "covered employee" shall not include a person described in 29 USC 213(a)(3) (seasonal employee), a student enrolled in a degree program who is employed under the auspices of the educational institution, a person who is employed by the service contractor/subcontractor through an ongoing written job training program, a worker with a disability as defined in 29 CFR 525.3, or employees hired or leased for temporary assignments of less than one year such as short-term projects, substituting for an absent employee, or substituting while a vacant position is being filled.

Covered services are the following services purchased by the city under a single contract over \$100,000.00:

- (1) Food preparation and/or distribution;
- (2) Custodial/cleaning;
- (3) Refuse removal;
- (4) Maintenance and repair;
- (5) Recycling;
- (6) Parking services;
- (7) Painting/refinishing;
- (8) Printing and reproduction services;
- (9) Landscaping/grounds maintenance;
- (10) Agricultural/forestry services;
- (11) Construction services;

except when such services are services provided under a cooperative purchasing agreement, or services provided by service contractors/subcontractors located within the City of Gainesville enterprise zone.

Health benefits are any plan, fund, or program established or maintained by the service contractor/subcontractor for the purpose of providing for its participants or beneficiaries, through the purchase of insurance or otherwise, medical, surgical, or hospital care or benefits.

Payroll records include name, address, the covered employee's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid and, if applicable, those records necessary to determine whether health benefits, as described herein, are being provided or offered to covered employees.

Service contractor/subcontractor is a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, providing a covered service, who or which employs 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses. The calculation of number of employees is made as of the date of execution of the contract for covered services.

(Ord. No. 020663, § 1, 3-17-03)

Sec. 2-616. Amount of living wage.

(a) *Living wage paid.* A service contractor/subcontractor shall pay to all of its covered employees a living wage of no less than \$8.70 per hour (health benefit wage) and offer health benefits as described in this section, or otherwise \$9.95 per hour (non-health benefit wage).

(b) *Health benefits.* For a service contractor/subcontractor to comply with the living wage provision by choosing to pay the lower wage scale available when the service contractor/subcontractor also offers health benefits, such health benefits shall cost an average of \$1.25 per hour per employee towards the provision of health benefits. The requirement may be satisfied by a cafeteria plan, which includes health benefits, towards which the service contractor/subcontractor makes a contribution of at least \$1.25 per hour for each covered employee. If the health benefit program of a service contractor/subcontractor requires an initial period of employment for a new employee to be eligible for health benefits (eligibility period), such service contractor/subcontractor may pay the health benefit living wage scale for up to six months of a new employee's initial eligibility period. In this event, upon six months of employment, the new employee will be paid the non-health benefit wage until such time as the new employee is offered or provided health benefits.

(c) *Adjustment.* The living wage (health benefit wage) specified in subsection (a) above is based on the federal poverty guidelines for a family of four as determined by the U.S. Department of Health and Human Services (DHHS) and published in the Federal Register February 14, 2002. It will be adjusted annually as of the first day of the second month following the month of publication of the new federal poverty guidelines by the DHHS and the adjusted rates will be applied to contracts for which bids/proposals are solicited, or extensions/amendments of existing contracts

entered into, after the effective date of the adjustment. Provided further, however, that in no event shall the health benefit wage exceed the lowest hourly base rate of pay of any regular, full-time city employee in effect at the time bids/proposals for contracts are solicited, or in the case of extensions/amendments of then existing contracts, the rate in effect at the time such extension/amendment is entered into. The applicable living wage shall be noted in all solicitations for covered services, and disclosed during negotiations for extensions/amendments of contracts for covered services.

(d) *Certification.* Prior to executing any contract with the city or service contractor for a covered service the service contractor/subcontractor, as applicable, shall certify to the contractor administrator (city) that it will pay each of its covered employees a living wage as herein defined, during the period of time they are directly involved in providing covered services under the contract. Upon execution, the certification shall become an obligation under the contract. The certification must also include, at a minimum, the following:

- (1) The name, address, and phone number of the service contractor/subcontractor and a local contact person;
- (2) The specific project for which the service contract is sought;
- (3) The amount of the contract and the department contract administrator;
- (4) An agreement to comply with the terms of this article as part of its contractual obligations.

(e) *Posting.* A copy of the living wage rate shall be kept posted by the employer in a prominent place where it can easily be seen by the covered employees and shall be supplied to any covered employee upon request. In addition, it is the responsibility of the service contractors/subcontractors to make any person submitting a bid for a subcontract providing covered services aware of the requirements of this article.

(Ord. No. 020663, § 2, 3-17-03; Ord. No. 030168, § 1, 9-8-03)

Sec. 2-617. Application; enforcement.

(a) *Procurement specifications.* The living wage shall be required for new contracts for covered services solicited, and extensions or amendments of existing contracts for covered services with service contractors/subcontractors entered into, after the effective date of the ordinance from which this article derives. This article shall be implemented in a fashion consistent with otherwise applicable city purchasing policies and procedures.

(b) Each contracting department shall include the following clause in each of its contracts for covered services (and extensions/amendments to existing contracts if not included in the original contract):

During the performance of this contract, the contractor agrees as follows:

(1) The Contractor shall comply with the provisions of the City of Gainesville's living wage requirements, as applicable. Failure to do so shall be deemed a breach of contract and shall authorize the City to withhold payment of funds until the living wage requirements have been met.

(2) The Contractor will include the provision of (1) above in each subcontract for Covered Services with a Service Contractor/Subcontractor, as defined herein, so that the provisions of (1) above will be binding upon each such Service Contractor/Subcontractor. The Contractor will take such action with respect to any such subcontract as may be directed by the contract administrator as a means of enforcing such provisions; provided, however, the City shall not be deemed a necessary or indispensable party in any litigation between the contractor and a subcontractor concerning compliance with living wage requirements.

(c) A person who claims that this article applies or applied to him or her as a covered employee and that the service contractor/subcontractor is or was not complying with the requirements of this article has a right to file a written complaint. Each charter officer shall establish administrative procedures for the filing, processing and resolution of written complaints under this ordinance for their respective areas of responsibility(s) of the city. A covered employer may be required to produce payroll and other records deemed relevant to the investigation of a complaint. Remedies set forth in any administrative procedures will not be exclusive or in any way meant to prohibit any relief afforded by a court of law or otherwise prohibit the city from terminating a contract, filing a complaint, or taking legal action for noncompliance.

(d) *Retaliation and discrimination unlawful.* It shall be unlawful and punishable as provided in section 1-9 of this Code for an employer to discharge, reduce the compensation of, or otherwise discriminate against any employee for filing a written complaint or otherwise asserting his or her rights under this ordinance, participating in any of its proceedings or using any available remedies to enforce his or her rights under the ordinance.

(Ord. No. 020663, § 3, 3-17-03)

Secs. 2-618, 2-619. Reserved.

TECHNICAL SPECIFICATIONS

1.0 INTRODUCTION.

All areas of the technical specifications require a response. If the proposed system or any part of the system fails to meet any of the specified requirements, describe in detail why variation from these requirements is not critical to the success of this project.

Note: All answers must reflect current capabilities. Any future capabilities must be stated as such.

All proposals submitted shall be firm for a minimum of sixty (60) days, unless otherwise specified.

1.1 The vendor represents that all equipment offered as a result of their proposal shall be new, market tested and not prototype.. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.

1.2 Delivery costs and charges shall be included in the proposal, unless otherwise stated in the proposal.

1.3 Proposal awards are not official until a purchase order is issued or the Purchasing Department notifies the successful vendor in writing.

2.0 VENDOR INFORMATION.

2.1 Years in Business

- A. How many years has the vendor been in business?
- B. How long has the vendor provided AMR/AMI systems?
- C. Describe the vendor's primary line of business and the percentage of its business derived from the sale of AMR/AMI systems.
- D. List the number of AMR/AMI modules shipped each year for the past three years for use in full-implementations per utility (electric, gas, water), NOT pilots.
- E. If applicable to proposal, describe the vendor's successful experience working with other vendors to complete multi-system (gas, water and electric) solution.
- F. How many multi-utility systems has the vendor implemented, with our without working with other vendors?

2.2 Company Size and Location

- A. What is the current size (number of employees) and location(s) of the vendor's company?
- B. What is the size (number of employees) and location of the office(s) that shall serve GRU during the implementation and during on-going support?
- C. Number of employees assigned to the application development and support.
- D. List and describe the vendor's largest three (3) two-way AMR/AMI projects.

- 2.3 References: Vendor must provide a list of at least three (3) references (CURRENT contact names and phone numbers) of customers who have presently deployed full-scale ($\geq 10,000$ meters) two-way AMR/AMI and specify how many of each meter type (electric, water, gas) each utility has in place.
- 2.4 Vendors who are unable to document the deployment of at least 2,000 of each remotely read meter type (electric, gas, water) will not be considered.

3.0 SOLUTION OVERVIEW.

- 3.1 Provide a detailed description of the total system. Include an overall network architecture block diagram.
- 3.2 Provide information as to your future plans for this technology, i.e. do you plan, or forecast any significant technology changes.
- 3.3 Provide a complete list of all the system components required, including but not limited to computer software and hardware, substation or field equipment, end-point devices, and if required, conditioning equipment (towers, collectors, jumpers, repeaters, boosters, blockers).
- 3.4 Provide an overview of vendor's communication technology in response to this RFP.

4.0 SYSTEM REQUIREMENTS AND MINIMUM CAPABILITIES.

Scope:

Gainesville Regional Utilities (GRU) seeks proposals from vendors for an AMR/AMI system based on bi-directional communication technology for electric, gas and water systems. In addition to remote metering, the AMR/AMI system should support applications for load management, demand side management, enhanced customer service and outage restoration and notification.

GRU seeks the AMR/AMI system solution that best supports GRU's requirements. Responses to this document are expected to propose a complete solution that adheres to all stated requirements. A standard AMR/AMI system with little, if any, custom designed functions is expected. In those instances where compliance with those requirements listed within this document result in extra costs to GRU, vendors are asked to provide reasonable, cost-effective alternatives. Alternative offerings that deviate significantly from the stated requirements should be proposed as cost reduction options.

The pilot program described in this proposal will include 200 each of electric, water and natural gas meters. All 200 of the electric meters must be two-way and 5 of them must be remote connect/disconnect capable.

GRU expects to take delivery of, and have operational, an AMR/AMI system by July 31, 2007.

The vendor will provide support for all IT assets, which GRU will have access to via a web interface with full access for 10 users.

Describe how vendor's proposed system meets or exceeds the following capabilities:

- 4.1 Cover all of GRU's Service Territory and all systems: Electric, Natural Gas and Water. **(Service Territory maps attached)**
- 4.2 Provide billing reads on schedule Describe flexibility of scheduling provided by vendor's solution.

- 4.3 Allow for remote meter reset and time synchronization methods.
- 4.4 Support large power customer meter reads (including 15-minute load profile interval data).
- 4.5 Describe system interface methods. Must be capable of interfacing with SAP customer billing system and MV90XI via file import.
- 4.6 Describe Time-of-Use, Critical Peak Pricing, or other Demand Response rate meter reading capabilities. Identify the number of registers the solution can send back from the device.
- 4.7 Provide net consumption metering capabilities.
- 4.8 Provide hourly data and demand on all residential and commercial meters.
- 4.9 Provide error handling and notification methods.
- 4.10 Describe remote disconnect/reconnect capabilities and associated meter technology
- 4.11 Provide description of any prepay metering capability to allow customers better management of energy bills.
- 4.12 Provide description of any in-home displays for prepay metering and demand response applications.
- 4.13 Identify and describe if any middle-ware or third party software is used. If applicable, provide licensing details/requirements.
- 4.14 Describe the time the system requires to retrieve data (billing data, on-request read data, and interval data) for all systems. Describe length of time required to ping and receive a reply from each meter in a 100,000 meter, 10 substation systems.
- 4.15 Data collected by the AMR/AMI system will be owned by GRU at all times.
- 4.16 Vendor shall provide a copy of typical software agreement(s) with this proposal including annual licensing and support cost.

5.0 AMR/AMI SOFTWARE SPECIFICATIONS.

- 5.1 Operating System (OS): AMR/AMI system shall use an OS that fully supports a LAN-based system. The Vendor shall specify all operating systems on which the AMR/AMI package is available and identify on which OS each component of the package is available.
- 5.2 Computing Model: AMR/AMI system shall be based on a configuration that features the network-based (i.e. client on different node than server) Client-Server computing model.
- 5.3 Local Area Networks:
 - A. AMR/AMI system hardware shall communicate over local area networks. Networks shall be fully integrated with existing communication networks to allow users to access information managed by AMR/AMI from the existing computer station.
 - B. Describe how the proposed communications shall meet these requirements.
- 5.4 Relational Database Management System: The Relational Database Management System (RDBMS) for the AMR/AMI System must be Oracle.

5.5 User Interface: The operating system shall support a Graphical User Interface (GUI) that provides full access to operating system commands and functions.

5.6 System Security:

- A. The proposed system shall provide user identification codes and passwords that are not terminal-specific.
- B. Describe system and user security protocols.

5.7 Multi-terminal Support: The operating system shall support a multi-terminal PC and workstation environment. The Vendor shall describe any limits to the potential number and type of PCs, and workstations that can be connected to the system.

5.8 Expandability:

- A. GRU prefers that the database structure be flexible and open.
- B. Vendor shall describe how the proposed products or features meet these requirements.

5.9 Describe typical response times experienced by end-users using client GUIs to disconnect, reconnect, obtain real time read and the like.

6.0 AMR/AMI SYSTEM FEATURES AND FUNCTIONS.

6.1. AMR/AMI System Level Features:

- A. Describe the Import/Export of meter data to and from the AMR/AMI system through customized formats.
- B. The AMR/AMI system must support delivery of meter reading data to Billing System (SAP) through network interfaces in industry standard file formats with customization option.
- C. Describe your system interface capabilities in detail.
- D. The GUI tool shall operate on standard desktop PC with standard operating systems Windows 2000, 2003, or Windows NT.
- E. AMR/AMI System shall also be LAN/WAN based and operate on standard desktop PC with standard operating systems (Windows 2000, 2003, or Windows NT).
- F. List types of meters supported and its communication methods/infrastructure. System must have all major manufacturers and solid state meter module available for single phase and three phase. All meter manufacturers must be approved by GRU. The following are the only meter manufacturers acceptable to GRU:

6.2 AMR/AMI System Business Functions:

- A. Describe Meter/Account Management features
- B. Provide detail of Meter Data Collection capabilities for the following:
 - Consumption data
 - Demand data

- Interval data (load profile data including three-phase 15-, 30-, 60-minutes)
- Describe end-to-end on-request meter read process including lapse time.
- Describe AMR/AMI system's meter reset and time synchronization capabilities
- Describes scheduled meter reading process for billing.
- Describe Meter Event Management capabilities for the following:
 1. Outage/Restoration
 2. Sags
 3. Power Quality
 4. Alarms
 5. Tamper Detection
 6. Voltage

C. Describe process for data collection for a group of meters at frequent interval other than required for scheduled billing reads.

7.0 METER READING FUNCTIONALITY/CAPABILITIES.

7.1 System must provide the ability to collect and manage electric, gas and water meter readings.

7.2 Electric readings include demand, residential and commercial hourly load profile type meters. Three phase (15-, 30-, and 60-minute interval). System must be capable of collecting kW, kWh, kVA and kVAr and single- and multi-channel load profile on demand.

7.3 Describe all meter types supported and integration process (retrofit vs. meter replacement).

7.4 Support open system architecture including interfaces to other meter reading systems.

7.5 Solution must demonstrate the ability to read, collect and distribute 100% of AMR/AMI meters on scheduled meter reading day for billing.

7.6 Readings must be meter time stamped and daily readings must be provided by 7:00 AM each day for the previous day readings.

7.7 Provide Meter Data Management Services (meter and account management).

8.0 REVENUE RECOVERY/PROTECTION FUNCTIONALITY/CAPABILITIES.

8.1 System shall provide for detection and reporting of meter tampering. Describe the reporting mechanisms and format of the data to be provided.

8.2 System should provide for detection of stopped meters or meters showing use beyond established threshold. Describe ability to locate meters in unauthorized location.

8.3 Describe the system's ability to trend repeat tamper/theft by meter number, account or premise.

8.4 Describe the mechanism in place to prevent meter re-use if the meter is stolen (re-activation, reset of registration, etc.)

8.5 Describe the system ability to monitor and report unscheduled demand resets.

9.0 REMOTE CONNECT/DISCONNECT FUNCTIONALITY.

Describe the system's ability to support:

- A. Virtual Connect/Disconnect.
- B. Physical Connect/Disconnect. Is this capability under the glass or external? Please describe the specific details of the mechanical device used. Do the device and/or meter have a manual reset safety button?
- C. Vendor shall describe how their system can support remote connection and disconnection for residential electric meters.
- D. Vendor shall describe the process for initiating a remote connect or disconnect.
- E. Vendor shall describe the communication requirements for executing connect or disconnection instructions:
 - Vendor shall describe any software, or interfaces required to remotely connect or disconnect residential electric service and any additional wiring required.
 - Vendor shall describe how the remote connection or disconnection event is confirmed
 - Vendor shall describe any safety features associated with the connect/disconnect device and clearly specify if the feature is standard to the device or is added to the device, including any additional costs for software, communication, etc.

10.0 POWER QUALITY MONITORING FUNCTIONALITY.

Describe the system's power quality monitoring capabilities. Describe the system's ability to collect, trend and report power quality events include blinks, sags, swells, voltage, and threshold alarms.

11.0 OUTAGE MANAGEMENT.

11.1 Describe how the proposed system provides the following functionality related to outage management:

- A. Improve outage and restoration capabilities and support interfaces with Outage Management Systems and describe which Outage Magement Systems you have successfully interfaced with.
- B. Provides real-time outage event reporting, i.e., report when power fails. Describe how this is accomplished and based on what specified metrics.
- C. Describe how the AMR/AMI system detects and reports the following and include details on expected performance:
 - Single meter outage
 - Transformer outage affecting 10 or less meters
 - Circuit level outage affecting 1,000 meters
 - Area level outage affecting 100,000 meters over a 4-hour time period
 - What percentage of outage events should we expect to receive?
 - What is the typical delay/latency?
 - What percentage of restoration events should we expect to receive?

- What is the typical delay/latency?
- D. Provides outage event logging, i.e., can the system report the time and duration of outages after the event?
- E. Provides real-time restoration event reporting based on specified metrics.
- F. Provides real-time power status requests – describe length of time to respond, the accuracy/timeliness of information, is no response deemed an outage, etc.
- G. Provides momentary power events – describe what defines a minimum reported outage and whether there is monitoring/counting of shorter events for power quality analysis.

12.0 OTHER FUNCTIONALITY (Load Control.)

Vendors shall describe whether the AMR/AMI systems offers a load control feature.

- A. Vendor must detail the methodology behind the load control device. For example, is the device controlled by the electric meter or does it report through the electric meter or is it independent of the electric meter?
- B. Describe whether the proposed load control device utilizes one-way or two-way functionality.
- C. Vendor must indicate if load control devices have tampering notification.
- D. Pricing for load control devices and associated costs, if required, must be provided separately.
- E. Vendor must provide a list of essential system spares based on deployment history including quantity and pricing.

13.0 METER ACCURACY FUNCTIONALITY.

- 13.1 Describe the system's meter reading and reporting accuracy rate.
- 13.2 Describe how the system can be used to securely remotely reprogram meters (e.g. expand calendar dates, etc.)

14.0 HARDWARE SPECIFICATIONS.

14.1 Describe the system's hardware specifications.

- A. List each hardware component identified in the solution, define its use and function, version and operating systems and host application. Meter components shall have the ability to perform a "manual," on-site reset.
- B. Specify the warranty period and the annual failure percentage.
- C. Meter modules must not prevent a direct visual reading of the installed meter. The module must be clearly labeled with a unique serial number and identification code.
- D. Meter module must be capable of encoding, accumulating and reporting up to six-digit index readings.

- E. Equipment and proposed service procedures must comply with all applicable NEC, ANSI, FCC & UL approvals, as appropriate.
- F. Describe automatic recognition and initialization capabilities upon installation.
- G. Provide, at a minimum, a 12-month warranty from installation on all meter modules.

15.0 SUPPORT SERVICES.

15.1 Specify your maintenance and support capabilities. Please include details as they relate to custom and package software. Include items listed below:

- A. Software maintenance
 - Specify procedures to correct errors discovered in the software and reported to the vendor by _____.
 - Specify responsibility for installing new releases of software.
 - Describe the scope of continuing software support for the design and implementation of enhancements, either by _____ initiatives or others, to the application.
 - Specify the extent to which and the format in which operating and program documentation shall be made available to _____.
 - Describe specific procedures for problem isolation and resolution. Detail specific escalation procedures to higher level support groups.
- B. Deployment Support

Describe the deployment support your organization provides.
- C. Post-Installation Support

Describe the post-installation support your organization provides.
- D. Annual maintenance contract coverage

An annual maintenance contract shall be offered. The price shall include software maintenance for the application. Vendor shall specify the daily period of coverage offered under the contract. Vendor shall provide, as a part of its proposal, a sample copy of this maintenance agreement. Include rates within the attached pricing matrix.
- E. Help Desk

Does your organization provide telephone help for questions regarding application development, system operation and use maintenance and troubleshooting? If so, it is **GRU's** expectation that this service be included in the software maintenance agreement. If not, provide a description how this type of support is provided.
- F. Other

Indicate the number of identical or similar systems maintained by vendor's service personnel.

15.2 Training

In order to properly operate the Customer Service Center, the following types of end user and technical training are needed. For each listed functional category, state the training length and recommended class size. If additional training opportunities exist such as computer based training, train the trainer, or if there are multiple levels such as beginner/intermediate/advanced, detail the options and provide separate pricing information for each option. Describe training manuals as provided. Pricing details shall be stated in the attached pricing matrix:

A. End-User training

B. Technical training

(1). Installation and maintenance

The proposal should include manufacturer provided, technical training to include installation, troubleshooting, and maintenance for each technology proposed.

The training shall accommodate at least twenty students. The proposal should include the cost for training additional students as well. In addition, provide both on-site and off-site training options.

(2). Software definition

The proposal shall include, through the manufacturer, database programming and configuration training for technology proposed.

16.0 USER GROUP.

Describe any existing User Groups that are currently supported, and summarize typical meeting schedules, meeting sites, and practices. Include any electronic bulletin board or Internet services.

(SEAL)

[Individual, partnership, or company name, address and State of incorporation, as applicable]

BY: _____

Signature

Typed Name: _____

Title: _____

[If bidder is other than an individual (i.e., company, partnership, or corporation), include authorization for the above individual to sign on behalf of the proposer.]

IMPLEMENTATION COSTS:

(The costs here are representative of what **GRU** expects a vendor to provide, and are only guidelines. Successful vendor is expected to account for all vendor specific hardware, software, support and training costs to fully implement the AMR/AMI pilot successfully. The total costs of this pilot proposal should include all needed components (vendor specific and estimate for other components) for a fully operational AMR/AMI system meeting previously mentioned specifications. It does not include labor to install system and meters, but does include on site assistance for start-up, testing, and troubleshooting.)

Software and Licensing Fees (minimum of three concurrent users) _____

1 year of Software support _____

Windows Server Client License _____

Oracle Standard Edition _____

Hardware Single CPU Intel CSIC platform _____

On-going of Software support _____

Associated equipment _____

Meter Modules (residential single phase, electromechanical and/or solid state.

Quantity expected to be approximately _____, shipped directly to meter manufacturer or retrofit company (_____ each)

Meter Modules (commercial, _____ shipped to retrofit provider or meter manufacture, estimated quantity is unknown)(_____ each)

Test Equipment _____

Support (including, but not limited to startup of maintenance training, retrofit training, field engineering support, program management support, travel and trips for a minimum of 1 year) _____

Other _____

*If exact quantity unknown, provide list of 10 existing full system customers for references.

Total Cost of Installation _____

Total Annual O&M _____

NOTE: Items not expected to be covered in this bid include new meters, fuses, cable and installation labor.