



CITY OF HONDO, TEXAS

REQUEST FOR PROPOSAL

FOR

**A FIXED ADVANCE METERING
INFRASTRUCTURE SOLUTION**

PUBLISHED DATE: June 1, 2017

RESPONSE DUE DATE: June 27, 2017

Interested vendors must submit a RESPONSE PACKAGE of one (1) original and four (4) copies, to Elsa Robles, Interim City Secretary, City of Hondo, 1600 Avenue M, Hondo, Texas 78861 by no later than 2:00 p.m. (CDST), June 27, 2017.

Contents

Advertisement for Request for Proposals	3
Request for Proposals Acknowledgement and Anti-Collusion Certification.....	4
Section 1 – Instructions for Submission of Proposal.....	5
Section 1.1 General Conditions	5
Section 1.2 Bid Time	5
Section 1.3 Late Submission	5
Section 1.4 Preparation of Offers	5
Section 1.5 Withdrawing Bids/Proposals/Quotes	5
Section 1.6 Irregular Bids/Proposals/ Quotes.....	5
Section 1.7 Addenda to Solicitation.....	6
Section 1.8 Rejection/Disqualification	6
Section 1.9 Solicitation Costs	6
Section 1.10 Award of Bid	6
Section 1.11 Assignment.....	7
Section 1.12 Substitutions/Exceptions	7
Section 1.13 Tax Exemption.....	7
Section 1.15 Prohibition against Personal Financial Interest in Contracts	7
Section 1.16 Disclosure of Interest.....	7
Section 1.17 Non-Performance/Termination	7
Section 1.18 Attorney Fees	8
Section 1.19 Governing Law and Venue.....	8
Section 1.20 Sovereign Immunity.....	8
Section 1.21 Representation of Proposer	8
Section 1.22 Equal Opportunity.....	8
Section 1.23 Final Agreement	8
Section 1.24 Evaluation Criteria	8
Section 2 – Project Background.....	9
Section 2.1 Introduction.....	9
Section 2.2 Services to be Provided.....	9
Section 3 – Proposal Organization and Format.....	10
Section 3.1 Proposal Organization and Format.....	10
Section 4 – Insurance Requirements.....	10
Section 4.1 Insurance.....	10
Section 4.2 Insurance Company Qualifications.....	11
Section 4.3 Certificate of Insurance.....	11
Section 4.4 Amount of Insurance	11
CONFLICT OF INTEREST QUESTIONNAIRE	12
ATTACHMENT A.....	13

Advertisement for Request for Proposals

The City of Hondo is accepting Requests for Proposals for a Fixed Advance Metering Infrastructure (AMI) solution per the attached requirements and general conditions.

The complete Request for Proposal document package is available at the City's website at: www.hondo-tx.org within the public notices tab.

One (1) original and four (4) copies of the proposal must be submitted by June 27, 2017 at 2:00 p.m. (CDST). The proposals, marked "original" and "copy", must be submitted in a sealed envelope with the following information marked plainly on the front:

City of Hondo
Attn: Elsa Robles, Interim City Secretary
1600 Avenue M
Hondo, TX 78861

RFP: Fixed AMI Solution

Questions from vendors must be submitted in writing to Albert Lara, Director of Public Works at alara@hondo-tx.org no later than June 13, 2017 at 12:00 p.m. (CDST).

No oral explanation in regard to the meaning of the specifications will be made before the award of the contract. Request from interested vendors for additional information or interpretation of the information included in the specifications should be directed in writing to:

Albert Lara, P.E., Director of Public Works
Email: alara@hondo-tx.org

The deadline for receipt of written questions shall be 12:00 PM (Noon) CDST, Wednesday, June 13, 2017.

The City of Hondo reserves the right to reject in part or in whole all proposals submitted, and to waive any technicalities for the best interest of the City of Hondo.

Request for Proposals Acknowledgement and Anti-Collusion Certification

The undersigned certifies that: (i) he/she is duly authorized to submit and execute this proposal and (ii) the vendor and its principles, shareholders, members, partners, employees and/or agents have not and will not attempt to lobby (directly or indirectly) the Hondo City Council or any employees or agents of the City with regard to this proposal.

The undersigned further certifies that the enclosed proposal is submitted in accordance with all instructions, specifications, definitions, conditions contained herein and that the undersigned is aware that failing to submit a conforming proposal may result in partial or full rejection of the proposal.

Company Name

Authorized Signature

Date

Print or Type Signatory Name

Address

Position / Title

City / State

Zip Code

Phone Number

Fax Number

E-Mail

Web Page

Section 1 – Instructions for Submission of Proposal

Section 1.1 General Conditions

In submitting this proposal, the Bidder understand and agrees to be bound by the following terms and conditions. These terms and conditions shall become a part of the purchase order or contract and will consist of the invitation to bid, specifications, the responsive bid and the contract with attachments, together with any additional documents identified in the contract and any written change orders approved and signed by a city official with authority to do so. All shall have equal weight and be deemed a part of the entire contract. If there is a conflict between contract documents, the provision more favorable to the City shall prevail.

Section 1.2 Bid Time

It shall be the responsibility of each Bidder to ensure his/her proposal is turned in to the City of Hondo on or before June 27, 2017 at 2:00 p.m. (CDST). Proposals received after the time stated above will be considered ineligible and returned unopened.

All attached proposal documents are to be returned completely filled out, totaled and signed. Envelopes containing proposals must be **sealed**.

Section 1.3 Late Submission

The City will not receive/accept any late proposal submissions after the due date and time.

Section 1.4 Preparation of Offers

Proposal forms should be typed, printed or written in blue ink. Proposals written in pencil will not be considered for an award.

Section 1.5 Withdrawing Bids/Proposals/Quotes

Proposals may be withdrawn any time prior to the official opening; request for non-consideration of proposals must be made in writing to the City Secretary and received prior to the time set for opening proposals. The bidder warrants and guarantees that his/her proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes.

Section 1.6 Irregular Bids/Proposals/ Quotes

Bids will be considered irregular if they show any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind. However, the City of Hondo reserves the right to waive any irregularities and make the award in the best interest of the City.

Section 1.7 Addenda to Solicitation

If necessary, the City may modify this solicitation by formal written addendum, which is posted within the City's website. Respondents shall acknowledge by completing addendum form provided by the City. The addendum form should be signed and returned as part of the proposal response. Failure to do so may cause the proposal to be ineligible for consideration for contract award. No oral or informal addendum to this solicitation shall be binding on the City.

Section 1.8 Rejection/Disqualification

The City reserves the right to accept or reject any or all proposals or any part thereof, to waive all technicalities, and to accept the offer or offers that are determined to provide the best benefit to the City. A failure to provide any requested information may result in rejection of the submitted proposal, in whole or in part, at the City's sole discretion. However, the City reserves the right to request additional or clarifying information from a Bidder after a proposal has been submitted. Such information may be used to further evaluate the Bidder's proposal.

Section 1.9 Solicitation Costs

All costs incurred by the Bidder in the preparation, printing, demonstration or negotiation of its proposal shall be borne by the Bidder. This solicitation does not obligate or commit the City to pay any costs incurred in the preparation and submission of this request for proposals or to contract for the goods/services specified. Further, the City is not obligated to pay any costs incurred by any Bidder as a direct result of errors or omissions committed by the City employees or agents in the preparation of this solicitation and the processing of the Bidder's proposal. It is incumbent upon each Bidder submitting a proposal to verify the accuracy of the information herein contained based upon each Bidder's research and information, and to immediately advise the City of any discrepancies.

Section 1.10 Award of Bid

The bid award will be made within ninety (90) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder.

The City of Hondo reserves the right to award bids whole or in part when deemed to be in the best interest of the City. Bidder shall state on bid form if their bid is "all or none", otherwise it shall be considered as agreeing to this section.

Information contained in submitted proposal documents are subject to the Texas Public Information ACT and shall not be available for inspection until after the award has been made by City Council. Requests for this information must be submitted in writing to the City Secretary.

Section 1.11 Assignment

The successful bidder shall not assign his/her rights and duties under an award without the written consent of the City of Hondo City Manager. Such consent shall not relieve the assignor of liability in the event of default by his assignee.

Section 1.12 Substitutions/Exceptions

Exceptions/variations from the specifications may be acceptable provided such variations, in each instance, is noted and fully explained in writing and submitted with proposal. No substitutions or changes in the specifications shall be permitted after award of bid without prior written approval of the City Manager or their designee.

Section 1.13 Tax Exemption

Unless otherwise noted, the City is exempt from all, and shall not pay or reimburse the proposer with respect to any local, state, and federal taxes.

Section 1.15 Prohibition against Personal Financial Interest in Contracts

No employee of the City of Hondo shall have a direct or indirect financial interest in any proposed or existing contract, purchase, work, sale or service to or by the City.

Section 1.16 Disclosure of Interest

Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods or services with the City of Hondo must file a completed conflict of interest questionnaire. This conflict of interest questionnaire must be filed in conjunction with the proposal submittal.

Section 1.17 Non-Performance/Termination

Continuing non-performance of the vendor in terms of Specifications set forth in the contract documents shall be a basis for the termination of the contract by the City. The City of Hondo reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1) Meet delivery schedules or, 2) Otherwise not perform in accordance with the Specifications set forth in the contract documents. Breach of contract or default authorizes the City to award to another bidder, and/or purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

City may terminate or suspend performance of this agreement at any time upon 30 day written notice to Firm/Contractor or until a successor has been appointed.

Section 1.18 Attorney Fees

If either party retains an attorney to enforce the contract, the party prevailing in litigation as determined by a court of law is entitled to recover reasonable attorney's fees and court costs.

Section 1.19 Governing Law and Venue

The construction and validity of the contract shall be governed by the laws of the State of Texas. Venue for any legal action commenced hereunder shall be in a court of appropriate jurisdiction in Medina County, Texas.

Section 1.20 Sovereign Immunity

Nothing in the Contract is intended to or shall have the effect of waiving any privileges or immunities afforded the City under Texas State law including, but not limited to, sovereign immunity or official immunity, and it is expressly agreed that the City retains such privileges.

Section 1.21 Representation of Proposer

By submitting its proposal, Proposer represents that:

- a) Proposer has read and understands this solicitation;
- b) Proposer's proposal is made in accordance with this solicitation;
- c) Proposer's proposal is based upon the information set forth in this solicitation.

Section 1.22 Equal Opportunity

The successful Proposer must agree to abide by regulations pertaining to Equal Employment set forth in all applicable local, state and federal regulations, to include not discriminating because of race, color, religion, sex, age, disability, or national origin.

Section 1.23 Final Agreement

The final contract agreement with the successful proposer(s) will contain, at a minimum, the following stipulation:

The contractor to provide all services and equipment necessary for the implementation of a Fixed AMI solution.

Section 1.24 Evaluation Criteria

Proposals shall be evaluated based on the quality of information provided in Section 3. Proposers are required to bid on all requirements needed to implement a Fixed AMI solution.

Proposals should be prepared in sufficient detail to permit City staff to evaluate the Proposer's understanding of the Scope of Services. The Proposal submitted must be specific and complete. Proposals will be all-inclusive; they should be practical; prepared simply and economically; and provide a straightforward, concise delineation of how the Proposer will satisfactorily perform the services being sought. Further, the proposal should contain, as a minimum the following items:

- a) Acquisition, Maintenance and Operational Costs.
- b) System and Equipment Capabilities.
- c) References and contact information.
- d) Authorized Service Locations and Hours of Operations.
- e) Communication and Data Collection Network Configurations.
- f) INCODE Billing Integration

Section 2 – Project Background

Section 2.1 Introduction

The City of Hondo requests proposals for a Fixed Advanced Metering Infrastructure (AMI) solution in accordance with the terms and conditions of this Request for Proposal (RFP). The Fixed AMI solution shall interface with approximately 1,200 electric and 3,000 water meters for residential, commercial and industrial customers. The City plans to implement a phased approach and almost exclusively focus on the electric meters; however, the City intends to incorporate a small number of water meters on the initial implementation. The City will utilize internal personnel to install the meters. The Fixed AMI solution shall interface with INCODE billing system utilized by the City of Hondo. The bidder shall supply, deliver and install the Fixed AMI solution components as specified in the bidder's proposal.

Section 2.2 Services to be Provided

The City seeks an integrated system of smart meters for both electric and water, data management systems and a fixed communication network. The City recognizes that a fixed AMI solution offers many capabilities; however, the City will concentrate on the remote meter reading and utility billing functions when evaluating the proposals. The Proposer shall provide the scope of services as outlined in **Attachment A**. The AMI solution shall provide the following capabilities.

- Remote Meter Reading
- Fixed Communication Network
- Interface with INCODE billing software
- Meter Data Management and Reports
- Remote Connect and Disconnect (optional)
- Customer Service Portal (optional)
- Tamper Status (optional)

Section 3 Proposal Organization and Format

Section 3.1 Proposal Organization and Format

Proposal should be submitted on 8.5 by 11 – inch paper bound securely. Proposals must contain and be organized as shown below. Each section should be separated by numbered tabs.

Cover clearly displaying the title of the RFP

- Tab 1: Table of Contents
- Tab 2: Introductory letter, to include the name of firm and contact information for the primary City contact with the firm.
- Tab 3: Company/Individual biography and other information: provide a brief company/individual history including date founded, number of employees, company headquarters location and operating locations, and past projects and accomplishments. Proposers may also provide any other general information that the Proposer believes is appropriate to assist the City in its evaluation.
- Tab 4: Experience, Past Performance, and Capacity: Proposers must submit under this tab a concise description of their experience, past performance and capacity to deliver the proposed services and experience in management and operations of a municipal services.
- Tab 5: Operations Plan: Describe in detail your proposed plan. Include hours of operation, days of operation, proposed fees, number of employees, job functions. Be sure to include the major programs or services you intend to provide.
- Tab 6: Litigation: Provide the style and cite of any current/pending litigation and any litigation settled or disposed within the past five (5) years against the Proposer, including its parent, sister or subsidiary companies and proposed sub-contractors.

Section 4 – Insurance Requirements

Section 4.1 Insurance

Contractors providing goods, materials and services for the City of Hondo shall, during the term of the contract with the City of Hondo or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City of Hondo as additional insured as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City of Hondo for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City of Hondo for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Section 4.2 Insurance Company Qualifications

Insurance Company Qualifications; All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Section 4.3 Certificate of Insurance

Certificate of Insurance: A certificate of insurance evidencing the required insurance shall be submitted with the response to proposal. If the contract is renewed or extended by the City of Hondo, a certificate of insurance shall also be provided to the City of Hondo prior to the date the contract is renewed or extended.

Section 4.4 Amount of Insurance

Statutory Workers compensation insurance as required by state law.

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

Conflict of Interest Questionnaire

ATTACHMENT A

SCOPE OF THE SERVICES: The Bidder will submit a proposal listing the significant components of the Fixed AMI solution provided by the bidder. At a minimum the bidder shall provide a detail scope of services for the following in their proposal:

1. **Communication and Data Collection Networks:** The Fixed AMI solution shall incorporate communication and data collection networks with sufficient redundancy to allow for remote meter reading when part of the communication and collection system fails.
2. **Computer Hardware and Software:** The bidder shall list all computer hardware and software associated with Fixed AMI solution. The bidder will provide a functional description of the associated computer hardware and software. The bidder shall note in their proposal the costs for hardware and software support, upgrades and hosting costs as applicable.
3. **Training:** The bidder shall provide training for Utility Billing and Electric Department personnel to utilize the Fixed AMI solution. This training shall include but not limited to installation of meters, use of computer software, and user maintenance.
4. **Meters:** The Bidder shall provide a list of approved meter manufacturers. The City shall give preferences to those Fixed AMI solutions that utilize three (3) or more meter manufacturers.
5. **Schedule:** The bidder shall provide a proposed implementation schedule. Within 30 days after signing a contract with the City, the bidder shall finalize the initial implementation schedule. The bidder shall provide the City an updated schedule on a weekly basis until the date of installation acceptance.
6. **Project Management:** The Bidder shall provide competent personnel to manage the implementation of the Fixed AMI solution.
7. **Service:** The Bidder shall list the name, address, phone numbers, and hours of operation of the nearest authorized service location.
8. **System Acceptance:** The Bidder shall provide an acceptance test plan and certify that the Fixed AMI solution successfully passed the acceptance test plan before placing the Fixed AMI solution in service. The City reserves the right to observe any acceptance test.
9. **Documentation:** The Bidder shall provide system documentation including equipment, operation and service manuals at the time of acceptance.
10. **Data Collection:** The City shall own all data collected by the Fixed AMI solution and the data collected may not be used for any purpose without prior written approval of the City of Hondo.
11. **References:** The Bidder shall provide a list of references with preference given to installations in the State of Texas. References shall demonstrate that the Fixed AMI solution has been in commercial use for a minimum of five years.

12. **Warranty:** The bidder shall guarantee against defects in workmanship all equipment, materials, software, and labor associated with the Fixed AMI solution for a period of one (1) year from the date of installation acceptance.
13. **Cost:** At a minimum, the bidder will break down the cost of the Fixed AMI solution for the following.
 - Fixed Communication and Data Networks
 - Computer Hardware and Software
 - Training
 - New meters
 - Optional Features