CITY OF COLUMBIA, SOUTH CAROLINA

Request for Proposal
RFP 006-15-16
Automated Meter Reading (AMR) & Advanced Metering Infrastructure (AMI)
Project Management, Assessment and Implementation Services

Date: February 23, 2016

Mandatory Pre-Proposal Meeting: March 7, 2016 at 2:00 P.M.

Response Deadline:
March 21, 2016
3:00 P.M. (EST)

Send Hard Copies and CD’s to:
City of Columbia/Purchasing Division
Attention: RFP006-15-16 AMR/AMI Project Management Services

1136 Washington Street – 4th Floor
Columbia, S.C. 29201

Questions must be submitted using Bid Online.
Deadline for additional information and questions is:
March 9, 2016
12:00 P.M. (EST)

LaWana Robinson-Lee, Senior Buyer
LaWana Robinson-Lee, CPPO, CPPB
CERTIFICATION

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the proposal and certify that I am authorized to submit this proposal. In submitting a proposal to the City of Columbia, the respondent offers and agrees that if the proposal is accepted, the respondent will convey, sell, assign or transfer to the City of Columbia all rights, title, interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of South Carolina for price fixing relating to the particular commodities or services purchased or acquired by the City of Columbia. At the discretion of the City of Columbia, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the respondent.

The respondent’s final response as accepted by the City of Columbia shall mean: the final cost and technical proposals submitted by the awarded respondent and any subsequent revisions to the awarded respondent’s cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the RFP, and any other terms deemed necessary by the City of Columbia, except that no objection or amendment by the respondent to the RFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the City of Columbia has explicitly accepted the respondent’s objection or amendment in writing.

Additionally, by signing you agree to the above and to all the terms and conditions set forth in this document and if awarded this proposal shall become the final contract.

WITNESSES AS TO RESPONDENT:  
______________________________  
______________________________

RESPONDENT  
BY: ____________________________  
TITLE: __________________________
DATE: __________________________

WITNESSES AS TO CITY:  
______________________________  
______________________________

CITY OF COLUMBIA  
BY: ____________________________  
TITLE: City Manager
DATE: __________________________
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Glossary of Terms</td>
<td>45</td>
</tr>
<tr>
<td>II. General Information</td>
<td>1011</td>
</tr>
<tr>
<td>III. Project Description and Scope of Services</td>
<td>1314</td>
</tr>
<tr>
<td>Phase I - System Evaluation</td>
<td>1415</td>
</tr>
<tr>
<td>Task 1: Project Management</td>
<td>1416</td>
</tr>
<tr>
<td>Task 2A: Assessment of Existing Metering System</td>
<td>1516</td>
</tr>
<tr>
<td>Task 2B: Compatibility Assessment of Existing Billing System</td>
<td>1516</td>
</tr>
<tr>
<td>Task 3: Evaluation of Advanced Metering Infrastructure System Technologies</td>
<td>1516</td>
</tr>
<tr>
<td>Task 4: Financial Analysis</td>
<td>1617</td>
</tr>
<tr>
<td>Task 5: AMR/AMI Implementation Plan</td>
<td>1617</td>
</tr>
<tr>
<td>Task 6: Business Case Recommendations</td>
<td>1617</td>
</tr>
<tr>
<td>Deliverables</td>
<td>1718</td>
</tr>
<tr>
<td>Phase II - Planning &amp; Acquisition</td>
<td>1819</td>
</tr>
<tr>
<td>Phase III – AMR/AMI Implementation and Installation</td>
<td>2021</td>
</tr>
<tr>
<td>Phase IV – Maintenance, Support and Warranty</td>
<td>2223</td>
</tr>
<tr>
<td>IV. Additional Professional Services</td>
<td>2324</td>
</tr>
<tr>
<td>V. Experience</td>
<td>2324</td>
</tr>
<tr>
<td>VI. Response Requirements and Submittal Format</td>
<td>2324</td>
</tr>
<tr>
<td>VII. Evaluation Criteria</td>
<td>2829</td>
</tr>
<tr>
<td>VIII. Tentative Schedule of Events</td>
<td>3031</td>
</tr>
<tr>
<td>IX. Proposal Selection Process</td>
<td>3031</td>
</tr>
<tr>
<td>X. General Information and Instructions</td>
<td>3132</td>
</tr>
<tr>
<td>XI. Terms and Conditions</td>
<td>3637</td>
</tr>
<tr>
<td>XII. Terms and Conditions (Federal Contracts)</td>
<td>4344</td>
</tr>
<tr>
<td>XIII. Appendices</td>
<td>5253</td>
</tr>
<tr>
<td>APPENDIX I- QUALIFICATION STATEMENT (LBE)</td>
<td>5354</td>
</tr>
<tr>
<td>APPENDIX II- CONFLICT OF INTEREST</td>
<td>5455</td>
</tr>
<tr>
<td>APPENDIX III- BUSINESS INFORMATION RECORDS</td>
<td>5556</td>
</tr>
<tr>
<td>APPENDIX IV- NON-COLLUSION AFFIDAVIT</td>
<td>5657</td>
</tr>
<tr>
<td>APPENDIX V- PRE-QUALIFICATION QUESTIONNAIRE – RFP006-15-16</td>
<td>5758</td>
</tr>
<tr>
<td>APPENDIX VI- REFERENCE QUESTIONNAIRE</td>
<td>6869</td>
</tr>
<tr>
<td>APPENDIX VII- CITY OF COLUMBIA HOLIDAY SCHEDULE</td>
<td>6970</td>
</tr>
</tbody>
</table>
I. GLOSSARY OF TERMS

Actual Cost: All direct and indirect costs incurred for services, supplies, or construction, as distinguished from estimated or forecasted costs.

Addendum/Addenda: A written change, addition, alteration, correction or revision to a bid, proposal or contract document. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.

Allowable Costs: Costs that are recognized by law, regulation, or the contract. A cost that is reasonable.

Amendment: An agreed addition to, deletion from, correction or modification of a document or contract. To revise or change an existing document; a formal revision, improvement or correction.

Assignment: Legal transfer of a claim, right, interest or property.

Audit: A detailed review and examination of records, documents and the business processes with the confirmation by outside experts of a situation or condition concluding with a detailed report of findings. A formal examination or verification of financial accounts or other business operations. Examples include financial, compliance and management audits.

Capability: The ability of a bidder to fulfill the contract at time of award.

City: City of Columbia, SC, also known as the “Owner” or “Utility”

Contractor: Any individual or business having a contract with a governmental body to furnish goods, services, or construction for an agreed-upon price.

Cost: The actual expenses incurred in delivering a product, service, or construction; includes both direct and indirect costs, but does not include fee or profit for the contractor.

Deliverable: The completion of a milestone or the accomplishment of a task. Deliverables are used to measure successful performance.

Descriptive Literature: Information, such as charts, illustrations, brochures, and technical data, furnished by a bidder, on request as part of a bid, to describe the items offered; shows the characteristics or construction of a product, or explains its operation to determine the acceptability of the item.

Functional Specification: A specification setting forth the results required from the supply or service.

Late Bid/Proposal: A bid, proposal, withdrawal, or modification received, at the designated place for receipt, after the established due date and time. Procurement policies should be established in order to provide guidance regarding how late bids/proposals are handled administratively. In most public entities, late bids/proposals are not opened and may be returned to the bidder/proposer advising that the bid was received late (after the due date and time) and cannot be accepted.
RFP#006-15-16
AMR/AMI Project Management, Assessment and Implementation Services

**Mandatory:** Obligatory, required by order, a provision that may not be waived.

**Mandatory Requirements (Conditions):** Conditions set out in the specifications/statement of work that must be met without alteration. Not meeting mandatory requirements may be grounds for disqualification.

**Offeror:** The person/entity who submits a proposal in response to a Request for Proposals (RFP). One who makes an offer in response to a solicitation. Term Bidder is interchangeably throughout this RFP. *Also see definition of a Responsible and Responsive Offeror/Bidder.*

**Pre-Bid/ Pre-Proposal Conference(Meeting):** A meeting held by the buyer with potential bidders/offerors, prior to the opening of the solicitation for the purpose of answering questions, clarifying any ambiguities and responding to general issues in order to establish a common basis for understanding all of the requirements of the solicitation. This may result in the issuance of an addendum to all potential providers. In certain situations, a mandatory conference may be advisable.

**Price:** The total amount, in money or other consideration, to be paid or charged for a commodity or service; normally includes all costs (direct labor, overhead, materials) and profit or fee.

**Principal:** One who employs an agent. A person who has authorized another to act for him/her.

**Proposal:** A proposal is a document submitted by a vendor in response to some type of bid solicitation to be used as the basis for negotiations or for entering into a contract.

**Request for Proposal (RFP):** The document used to solicit proposals from potential providers for goods and services (Offerors). Price is usually not a primary evaluation factor. Provides for the negotiation of all terms, including price prior to contract award. May include a provision for the negotiation of Best and Final Offers. May be a single step or multi-step process. Introduced in the Armed Services Procurement Act of 1962 as well as by the Competition in Contracting Act of 1984.

**Responsible Bidder/Offeror:** Also referred to as Responsible Proposer or Respondent. A contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

**Responsive Bidder/Offeror:** Also referred to as Responsive Proposer or Respondent. A contractor, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including all form and substance.

**Savings:** That part of disposable income not spent on current consumption; disposable income less consumption; any income that is not spent. *(Bishop, 2002)*
Service/Services Contract: An agreement calling for a firm’s time and effort. The furnishing of labor, time, or effort by a firm, which may involve to a lesser degree, the delivery or supply of products.

Short List: Names of candidates that have been narrowed considerably from a longer list of top-ranked Offerors.

Solicitation: An invitation for bids, a request for proposals, telephone calls or any document used to obtain bids or proposals for the purpose of entering into a contract.

System Evaluation (Used interchangeably with Feasibility Study) - is an assessment of the practicality of a proposed plan or method

Technical Specifications: Specifications that establish the material and operating requirements of products and services.

Unsuccessful Bidder: A vendor whose bid was not accepted for reasons of price, quantity, or failure to comply with specifications.

Value Added:

1. The increase in worth of a product or service as it moves through various stages of production and distribution.

2. What contribution a service function within an organization can make toward return on investment, increased productivity, or improved customer service.

(Definitions above provided by the National Institute of Governmental Purchasing & Free Dictionary.com)

Additional Meter Terms:

Advancement Metering Infrastructure (AMI)- The full measurement and collection system that include meters at the customer site, communication networks between the customer and a service provide, such as an electric, gas or water utility, and data reception and management systems that make the information available to the service provider.

Active Account: An active account refers to a formal arrangement providing for regular services for some or all of the reporting period.

Apparent Losses: Apparent losses consist of unauthorized use and inaccuracies associated with metering. Apparent losses consist of unauthorized consumption, customer metering inaccuracies, and systematic data handling errors.

Account: A connection to a water system, which is billed for service.
American Water Works Association (AWWA)- An international organization that sets standards for water works products and represents the interests of the North American water utilities and their suppliers.

Apparent Losses – In distribution system water audit apparent losses represent the “paper” losses that occur when volumes of water reach a use, but are not properly measured or recorded. They include customer meter inaccuracies, unauthorized consumption and data handling error in customer billing systems. Apparent losses causes water utilities a loss of revenue but also interject a degree of error in the assessment of customer consumption, making it more difficult to evaluate the success of water conservation and loss control measures.

Authorized consumption: In a distribution system water audit, the annual volume of metered and/or unmetered water taken by customers, the water supplier and others who are authorized to do so. Authorized consumption and Water losses sum to System input volume.

Automatic Meter Reading (AMR)- The technology of automatically collecting consumption, diagnostic and status data from water meter or energy metering devices (gas, electric) and transferring that data to a central database for billing, troubleshooting and analyzing. Avoided costs – The cost of an activity or facility that could be avoided by choosing an alternative course of action.

Bill: A bill refers to a periodic statement of charges (volumetric, surcharges, and taxes) for utility services.

Billing cycle - The regular interval of time when customer’s meters are read and bills are issued, generally every month for the City of Columbia’s customers.

Billing period – The lapsed time between two specific consecutive meter reads for billing purposes.

Billing unit – The unit of measure used to bill customers, either 100 cubic feet (abbreviated HCF or CCF) or 1000 gallons (kgals).

Break: A break refers to physical damage to a pipe, valve, hydrant, or other appurtenance that result in an abrupt loss of water.

Cost effectiveness – An analysis that compares the financial benefits of water savings to the costs needed to achieve those savings.
**Leak:** A leak refers to an opening in a distribution pipeline, valve, hydrant, appurtenance or service connection which is continuously losing water.

**Meter Box:** An enclosure for the water meter when it is to be mounted below ground level.

**Meter register** – Mechanical device (sometimes used synonymously with the term “Face”) that uses a system of gear reduction to integrate the rotation of the moving element of a meter’s measuring chamber into numerical units.

**Meter (Water):** A device in a meter line to measure the volume of water passing through the line, and typically used as the basis for how much the customer will be billed for water usage.

**Nonresidential Accounts:** Nonresidential accounts refer to institutional, commercial, and industrial (ICI) customers including hotels/motels, schools/universities, restaurants, laundromats, car washes, office buildings, hospital/medical offices, food stores, auto shops, and industries.

**Projected Savings:** An estimate of the amount of water that will not be used because both suppliers and customers are implementing certain efficiency practices.

**Real Water Losses:** Real water losses are true losses of water from the utility’s system, up to the point of customer metering. They consist of leakage on transmission and distribution mains, leakage and overflows at utility storage tanks, and leakage on service connections up to the point of customer metering.

**Retrofit:** An umbrella term that refers to the modification of something for more efficiency. In the case of water conservation, retrofit refers to modifications to plumbing fixtures to increase efficiency.

**Residential Accounts:** Residential accounts refer to single family and multifamily customers.

**System loss:** An amount of water, expressed as a percentage, lost to leaks, seepage and unauthorized use.

**Total Volume of Water Billed to Customers:** This refers to the total volume of water (metered and unmetered) billed to all classes of registered customers, the water supplier, and others during the reporting period.

**Total Volume of Water from Customer Metering Inaccuracies and Data Handling Errors:** This refers to the total volume of water from customer metering inaccuracies and data handling errors during the reporting period. Examples include wrong sizes or types of meters, wrong size service line, changes in consumption volume data adjusted for other-than meter reading error,
accounts incorrectly flagged as inactive, accounts missing from database, and inaccurate meter data. Most utilities will need to estimate this quantity.

**Total Volume of Water from Leakage in Transmission Lines, Service Lines, or Storage Tanks during the Reporting Period:** This refers to the total volume of water in the distribution system that is lost due to leaks or breaks from pipes or tanks during the reporting period.

**Total Volume of Water Unbilled and Authorized:** This refers to the total volume of water (metered and unmetered) used for authorized purposes but not billed during the reporting period. Examples of unbilled authorized uses may include firefighting and training, municipal uses such as flushing of mains and sewers, street cleaning, watering of municipal properties, public fountains, construction, tank drainage, storage tank overflows, and frost protection. Most utilities need to estimate this quantity.

**Total Volume of Water Unbilled and Unauthorized:** This refers to the total volume of water used for unauthorized purposes and not billed during the reporting period. Examples of unbilled unauthorized uses include illegal connections, misuse of hydrants and firefighting systems, vandalism or bypassed meters, corrupt practices, and open boundary valves to external distribution systems. Most utilities need to estimate this quantity.

**Water Distribution System:** Generally, the buried portion of the piping system that delivers potable water from the treatment plant to the end user, up to and including the water meter. It is comprised primarily of pipe, fittings, control valves, fire hydrants, as well as hundreds of other specialty items depending upon the specific circumstances of the pipe installation.

**Water Losses:** Water losses are those water volumes that do not find their way to authorized uses. Water losses consist of real losses and apparent losses.

**Water Pressure:** The force of the water available in a water supply system.

**Water Utility:** A water utility produces and delivers potable water, i.e., water that is safe for drinking. Potable water treatment facilities include all assets associated with treating source water to make it ready for distribution, including equipment associated with disposal of solids accumulated during treatment. A potable water distribution system includes all piping, valves, hydrants, pump stations, storage facilities, service taps and meters, and other appurtenances conveying drinking water to customers.
II. GENERAL INFORMATION

The City of Columbia, SC, is soliciting proposals for Automated Meter Reading (AMR) / Automated Metering Infrastructure (AMI) project management, assessment and implementation services to determine the feasibility of implementing an AMR/AMI system in the Water Utility service area and, if determined feasible and approved by City, provide project management and technical support to City staff through the acquisition and installation of an operational AMR/AMI system. The City anticipates using a contractor/project manager approach to project delivery.

A. PURPOSE

The purpose of this solicitation is to select one prime contractor qualified to provide components required for the City’s implementation of an Automated Meter Reading and/or Automated Meter Infrastructure (AMR/AMI) system that best meets the needs of the City of Columbia.

Some of the expected outcomes for the proposed fully automated AMR/AMI system:

- Improved operational efficiency and reduced costs through remote transmission
- Improved customer service (ability to communicate more information and collect more timely information such as leak detection, abnormal usage patterns, and real-time consumption date, etc.)
- Improved water accountability
- Interface with Computer information system (CIS) and other necessary applications
- Increased safety in the field
- Remote meter connect/disconnect
- Tamper/theft detection
- Reduced adjustments
- Optimized revenue and reduced field work costs
B. BACKGROUND

The City of Columbia, South Carolina owns and operates a public water system that is one of the largest in the state of South Carolina. The City water system services the incorporated areas of Columbia, Irmo, Forest Acres, Arcadia Lakes, and Chapin. The water system also serves several military installations including Fort Jackson and McEntire Air National Guard. A large portion of unincorporated Richland County as well as a small area of northeast Lexington County is also served by the City’s water distribution system. The water distribution system covers an area of approximately 320 square miles and serves a population of 400,000 through 145,000 metered accounts ranging in size from 10-inch to 5/8-inch meters. Meter ages and manufacturers vary greatly throughout the system. The City is currently utilizing Hansen Technologies / Banner CIS. See Attachment I and Attachment II for the Cloud Computing Terms and Software requirements.

In 2011, the City issued an RFP pilot project solicitation for AMR and AMI product installation and training services. This project resulted in piloting a fixed network automated meter reading system for 595 meters and an advance metering infrastructure for 197 meters. The AMR/AMI pilot project provided insight into the world of AMR/AMI technology. The City became familiar with this technology and had an opportunity to see it implemented on a small portion of the City’s distribution system. The City is now interested in implementing this technology system-wide; however, there are some concerns and questions on how to accomplish this goal. A sample of these questions may include, but are not limited to:

- What is the cost benefit to the City and customer on implementing this system-wide?
- The City has a variety of meters and differing manufacturers. Does implementing a project like this require a change-out to 1 meter type?
- What technology is available for reading multiple types of meters?
- Is a system-wide AMR, system-wide AMI, or hybrid system the best fit for Columbia?
- What grant funding / financing options are available?
- How does this project impact City rates, fees, charges?
C. UTILITY OVERVIEW

The City supplies potable water to approximately 146,000 meters throughout its water system.

**Current City staffing includes:**

<table>
<thead>
<tr>
<th>Position</th>
<th>NUMBER</th>
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<tbody>
<tr>
<td>Meter Technicians (reading, collections, and maintenance)</td>
<td>27</td>
</tr>
<tr>
<td>Meter Service Managers</td>
<td>6</td>
</tr>
<tr>
<td>Water Customer Service Representatives</td>
<td>21</td>
</tr>
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</table>

**All Accounts by Premise Type**

<table>
<thead>
<tr>
<th>Premise Type</th>
<th>Number (Approximation)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial</td>
<td>25,929</td>
</tr>
<tr>
<td>Residential (Single &amp; Multi)</td>
<td>112,030</td>
</tr>
</tbody>
</table>

The City uses a variety of meters, to include but not limited to Neptune, Badger, Sensus and Hersey, and sizes.

**Distribution of Meters by Size**

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Number of Meters (Approximation)</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8”</td>
<td>124,730</td>
</tr>
<tr>
<td>1”</td>
<td>5,818</td>
</tr>
<tr>
<td>1 ½”</td>
<td>3,538</td>
</tr>
<tr>
<td>2”</td>
<td>3,558</td>
</tr>
<tr>
<td>3”</td>
<td>302</td>
</tr>
<tr>
<td>4”</td>
<td>528</td>
</tr>
<tr>
<td>6”</td>
<td>807</td>
</tr>
<tr>
<td>8”</td>
<td>247</td>
</tr>
<tr>
<td>10”</td>
<td>28</td>
</tr>
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</table>

**Distribution of Meters by Reading Method**

<table>
<thead>
<tr>
<th>Reading Method</th>
<th>Number of Meters (Approximation)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manuel</td>
<td>145,800</td>
</tr>
<tr>
<td>AMR</td>
<td>595</td>
</tr>
<tr>
<td>AMI</td>
<td>195</td>
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The distribution of meter boxes varies throughout the City and is not standardized. The selected Contractor will be expected to make a recommendation for meter box standardization.
D. CITY TEAM
The City of Columbia Mayor and City Council will collectively be the project client and as such authorize all project budgets and expenditures. To represent the interests of the Mayor, Council, and City Management, the Water Engineer will function as the Support Team’s Project Manager for day-to-day contact once a contract is in place.

E. PROJECT SCHEDULE
The City is interested in seeing this project completed within the time frames listed below; however, vendors submitting should propose the “ideal” timeline that will result in a quality product with minimal close-out issues.

<table>
<thead>
<tr>
<th>PHASE</th>
<th>TIME FRAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase 1 – Feasibility</td>
<td>4-6 months from NTP</td>
</tr>
<tr>
<td>Phase 2 – Planning</td>
<td>TBD</td>
</tr>
<tr>
<td>Phase 3 – Implementation and Installation</td>
<td>TBD</td>
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<tr>
<td>Phase 4 - Maintenance</td>
<td>TBD</td>
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III. PROJECT DESCRIPTION AND SCOPE OF SERVICES
The City requires a professional project management methodology and seeks to hire an experienced Contractor/Project Manager (C/PM) as described in this Request for Proposals (RFP). The C/PM will organize the City’s project into a multi-phase approach that will include, but not be limited to evaluating cost, feasibility, viability, and relative advantages and disadvantages of installing an AMR system-wide, AMI system-wide or a hybrid approach; identifying potential funding; identifying functional and technical requirements; producing a project plan, which consists of the work breakdown roles and structure, schedule, budget, staff requirements, risk plan, communication plan, quality plan, procurement plan, meter change-out program development and warranty documentation development; participating in and/ or overseeing an implementation process, which consists of vendor/contractor selection and AMR/AMI installation; as well as initiating a maintenance program.

The Successful Contractor shall develop a “Road Map” for the City to follow as it sets out to implement the AMR/AMI system. A wide variety of alternatives shall be proposed and evaluated to determine the best possible option for the City. Options shall include a basic description of how AMR/AMI would be deployed in a phased approach within the entire City water service area. The implementation options shall address project planning, budgeting, and overall system performance. A schedule for implementation of the project shall be developed based upon financial considerations including available capital funds and the determined rate of return on the investment.
Each phase will build upon itself and the City reserves the right to opt-out/terminate the program after the completion of each phase. The City desires to contract with one (1) prime contractor for project management, assessment and implementation services, however recognizes that sub-contractors and/or subcontractors may be used to fulfill portions of this project. The City anticipates writing a professional services contract with the selected contractor for Phase 1 specifically and adding in Phases 2, 3 and 4 to the contract by formal amendment once needed and approved. Each amendment will more fully define the Phase schedule, budget, and compensation. The City reserves the right to opt out of a contract with the selected vendor at the end of each phase of the project if desired.

The Phases and Tasks outlined in the proposed services anticipated by the City in an effort to offer a process for the City and the selected Contractor to progress from initial system evaluation to final AMR/AMI technology implementation, if it is feasible to do so. However, the City’s evaluation of results achieved from each prior completed Phases/Tasks will be the basis for direction to proceed to the subsequent phase. The City in its own discretion reserves the right to make the determination to proceed only if it is in the City’s continued best interests to pursue AMR/AMI implementation. The Successful Contractor must receive written authorization prior to proceeding to each of the phases listed below.

Phase 1- System Evaluation

Each Respondent/Offeror must properly evaluate the current water distribution system needs, water customer service infrastructure, cost, feasibility, viability and relative advantages and disadvantages of installing an AMR/AMI system citywide. The Respondents may propose a hybrid approach where existing meters are not replaced but AMR/AMI technology is added to them and present the findings based on a cost benefit analysis back to the City for consideration and evaluation purposes. The City will work closely with the successful contractor to determine the most appropriate selection method which is the most advantageous for the City.

Task 1: Project Management
The selected contractor must provide project management support, including participation in at least monthly meetings with the Water Engineer and the Implementation Team, overseeing project schedule, tracking task status, and reporting issues. The selected contractor will be required to assign a dedicated Project Manager for the duration of the project to manage the assigned resources and ensure the requirements of this project are fully satisfied. In addition, the selected contractor will develop and maintain a schedule illustrating the work plan for executing the necessary activities to complete the delivery of products and services in this Scope of Work. This schedule must be updated monthly.
RFP#006-15-16
AMR/AMI Project Management, Assessment and Implementation Services

- Develop a proposed schedule with major milestones for the procurement and implementation phases, if approved.
- Recommend the makeup of City’s project team for AMR/AMI implementation.
- Assess the capacity of City’s staff to adequately support the implementation project and ongoing operations after implementation.
- Determine the probability of the project’s goals and objective being realized.
- Define the risks this project poses to the organization and the required mitigation strategies. Provide information on the critical success factors of projects similar in size and scope.
- Provide an objective opinion as to how the City should proceed with the project.

Task 2A: Assessment of Existing Metering System
The selected contractor will perform an assessment with the Water Engineer and the Water Maintenance Superintendent of the City’s current water system infrastructure, billing system integration and IT requirements. The Contractor shall conduct data gathering meeting / interviews with various City departments including but not limited to Engineering, Water Maintenance, Finance, Human Resource, Program Management and Information Technology (IT). The purpose of this task is to familiarize the selected contractor with the current system conditions as well as the needs and expectations of the end-users after successful implementation of a new AMR/AMI system.

Task 2B: Compatibility Assessment of Existing Billing System
The City currently uses Banner as its customer information and billing system. The selected contractor will be expected to verify compatibility with the Hanson Technologies Banner system. During the Assessment phase, the Contractor shall assess how the proposed new meters will be incorporated into the current billing system while ensuring a smooth and successful transition plan.

Task 3: Evaluation of Advanced Metering Infrastructure System Technologies
The Contractor shall evaluate available AMR/AMI technologies and provide recommendations on the best use of technology given the City’s operating environment. This evaluation shall include:

- Evaluate the performance of alternative meter reading technologies (system-wide AMR, system-wide AMI, and a hybrid system) in comparison to the base case (current methods) and determine the relative advantages and disadvantages of each alternative.
- Determine if multiple AMR/AMI systems are available to meet City’s needs ensuring that a fair, open and competitive process can be used to select a responsible vendor/contractor.
RFP#006-15-16
AMR/AMI Project Management, Assessment and Implementation Services

- Provide recommendations for an AMR/AMI technology system, billing system integration, staffing evaluation, and other technology issues

**Task 4: Financial Analysis**
The Contractor shall include an estimate for infrastructure cost associated with the recommended AMR/AMI improvements as well as annual operation and maintenance cost for the first ten years of operation. A full economic analysis will be completed including a full cost/benefit analysis, guaranteed revenue recovery and payback, return on investment, life cycle cost, and net present value. The final financial analysis should address how the system will reduce any billing issues.

Some of the items to be addressed in the financial cost benefit analysis are:

- Years to Payback
- Net Present value
- Return on Investment
- Cash flow analysis
- Funding options/recommendations, funding schedule by fiscal year and source of funding including private financing options
- Assessment of the impact of the project on City’s rates, fees and charges
- Ensures that all required IT, communications and other hardware and software needed for a successful implementation are detailed and included in the price structure

The Contractor shall also identify and evaluate any grant, rebate, or other alternative funding source for implementation of an AMR/AMI system that the City would be eligible to apply for and obtain.

**Task 5: AMR/AMI Implementation Plan**
The Contractor shall develop a “Road Map” for the City to follow as it sets out to implement and maintain an AMR/AMI system. A review of different alternatives shall be evaluated to determine the best possible option for implementation of an AMR/AMI system. Options shall include a basic description of how AMR/AMI would be deployed in a phased approach within the entire City water service area. The implementation options shall address project planning, budgeting, and overall system performance. A schedule for implementation of the project shall be developed based upon financial considerations including available capital funds and the determined rate of return on the investment.

**Task 6: Business Case Recommendations**
The Contractor shall review and consider all lessons learned found during the 2012 Pilot Study. Recommendations shall include the optimal AMR/AMI system to implement along with type and brand of water meter to compliment the recommended system, a baseline implementation plan based upon the options identified in Task 5, and a summary of the financial analysis as well as an estimated phasing schedule for construction / installation.
As part of the Business Case development, assess and report on the organizational impact of potential AMI/AMR solutions on applicable City business processes, personnel, and technology.

Within ten working days from issuance of the Notice to Proceed, the Contractor shall schedule a “kickoff meeting” to discuss the chain of command and communication matrix between the City and the Contractor; determine procedures for data acquisition, and review target dates for initiation and completion of tasks.

Develop an effective communications plan that keeps all City AMR/AMI Team members and subject matter experts informed of project issues and status as the AMR/AMI initiative moves forward. Help forge consensus and buy-in among City staff.

**Deliverables**

- Guide the City in objectively assessing the criteria and conditions that must be addressed with respect to existing systems within the City to successfully deploy an automatic metering system.

- Identify and recommend potential synergies and/or modification of current City business processes to ensure operational efficiency and maximize return on investment (ROI).

- Quantify specific operational benefits to be realized through AMR/AMI implementation.

- Identify qualified AMR/AMI vendors and technologies that will meet the City’s needs, including assessment of their long-term viability.

- Identify AMR/AMI technology alternatives that present reasonable options for the City.

- Educate the City on the functionality of current systems available in the market, the tradeoffs among those systems, and how the various functionalities of the systems can lead to operational benefits.

- Review, evaluate, and report on potential initiatives or opportunities for the City to partner with local electric power company (SCE&G), utility, municipality, or others, to collaborate on AMI infrastructure costs.

- Conduct a risk assessment of available alternatives and recommend strategies to minimize AMR/AMI implementation risks. Provide alternatives and strategies to reduce the impact and risk in operations, customer service, AMI installation, and management.
• Evaluate applicable existing City IT hardware and software systems for required interface with AMR/AMI. Assess if meter data management (MDMS) system upgrades are required and make recommendations.

City’s Task: If Phase 1 is approved by the City, issue a Notice to Proceed to Contractor to begin Phase II.

Phase II- Planning & Acquisition

This phase involves the planning and acquisition of the technology of AMR, AMI, or a hybrid approach. Immediately upon receipt of Notice to Proceed, the Contractor shall work with the City to develop preliminary plan and schedule for the implementation process, from RFP development for Contractor selection to system installation and activation.

The Successful Contractor shall provide separate design documents to include, but not limited to, providing:

• System description
• Equipment details and description
• Layout of installation
• Layout of equipment
• Selection of key equipment
• Specifications for equipment procurement and installation
• All engineering associated with structural and mounting details
• Performance of equipment components, and subsystems
• Controls, monitors, and instrumentation
• System performance monitoring
• Assist the City in identifying potential funding for program costs
• Assist the City in identifying functional and technical requirements and preparing specifications and requirements for a solicitation for AMR/AMI solutions based on the City’s goals, current situation, plans for future changes, IT interfaces, and other necessary elements.
• Provide the City with a project plan which consists of project roles and structure, schedule, budget, staff requirements, risk plan, communication plan, quality plan, and procurement plan.
• Public outreach for the implementation of infrastructure changes
Acquisition of Meters and Accessories

The successful contractor shall assist the City in preparing specifications and requirements for a solicitation to procure the meters and all required accessories needed for the proposed AMR/AMI solution based on the City’s goals and objectives, long-term strategic plans, IT and billing interfaces and all other necessary components. This work may include providing guidance during the formulation of specifications. The contractor will work closely with the City’s IT staff to provide any technical information and overall system specification / requirements related to installation and implementation of a distribution system wide AMR/AMI system as well as any key performance-based indicators. The City will be responsible for providing the front end, legal, and other related documents to be included in the specifications and will release the solicitation when completed.

The successful contractor in coordination with the City shall conduct a full and openly competitive procurement process in accordance with the City’s procurement policies and procedures. In addition, the contractor may assist as a non-voting technical advisor during the evaluation process and provide guidance during contract negotiations.

Strategy Formulation/Implementation Plans

Work with the AMR/AMI Project Team to develop an implementation plan, manage day-to-day processes, and involve other departments and organizations in the process and work to ensure that major project milestones are met.

Information Technology Interfaces

Evaluate, recommend, coordinate, and assist the City with IT interfaces required for AMR/AMI implementation.

Meter Data Management System

A Meter Data Management System (MDMS) will be critically important to the City’s AMR/AMI project to support the collection and storage of the meter data including meter reads, meter events, reading events, meter change-out and warranty documentation and other meter reported information. The MDMS will serve as the central storage location for the information.

The City’s AMR/AMI project has the following objectives for MDMS:

1. Develop a formal meter change out program.
2. Develop a warranty documentation program of inventory as meter change out occurs.
3. Single repository for all metering data.
4. Provision customer meter data to a web portal for individual customer information, analysis, and response.
5. Provide future capability for water utility meters. MDMS shall have comprehensive capabilities that allow for the application of consistent processes and the maintenance of consistent interfaces independent of how, when, or where various meter reading technologies, including AMI, are deployed. MDMS shall support the most cost-effective AMR and AMI technologies to be deployed, without affecting upstream billing processes. MDMS shall also provide long-term storage of register, interval, tamper, outage and meter event data in a fully versioned database. Respondents are requested to provide recommendations regarding the following: storage SLA, backup, redundancy, failover, capacity, processor speed and number of processors, data transfer mechanisms, cyber security, access methods, and other important considerations. MDMS shall utilize the Microsoft SQL Server database to provide a central repository for integration, and access by all business and analytical systems, and users of meter data throughout the utility. Additional functionality shall include extensive validation, estimation, and editing capabilities; aggregation and calculation services; request brokering among multiple meter data collection systems (legacy or AMR systems); sophisticated export management capabilities; and auditable change tracking.

City’s Task: If Phase II is approved by the City, issue a Notice to Proceed to Contractor to begin Phase III.

Phase III – AMR/AMI Implementation and Installation

IMPLEMENTATION

This phase involves executing the development of the solution while monitoring the performance and controlling the changes to align with the City’s expectation. Contractor will provide expert technical and business support to assist with day-to-day management of the system’s implementation.

Immediately upon receipt of Notice to Proceed, the Contractor shall develop and submit a critical path schedule. This schedule shall reflect the work authorized by the City under the schemes described herein. This schedule must be approved by the City prior to the commencement of work. The mutually agreed upon critical path schedule will become an integral part of the contract and will be used to assess contract performance and measure progress. It may also be used to declare the Contractor in default of this contract.

In the event a mutually agreeable schedule cannot be produced, this contract shall become null and void.

The Contractor shall be responsible for supplying and delivering the AMR/AMI system components to complete, including training and ensuring the proposed AMR/AMI system is operational prior to full deployment. This includes, support for the development of an
interface to the utility billing system and functional testing of the system. Contractor will provide contract administration and management services.

Project managers shall be experienced in managing the design, installation and optimization of systems. Additional experience shall include system integration and training support.

The Successful Contractor shall provide a proposed implementation schedule for a system which will include, but not limited to:

- Contractor will work with the AMR/AMI project team to develop an implementation plan and timeline, manage day-to-day processes and involve other departments and organization in the process and work to ensure that the major milestones are met. This task shall also include route optimization as needed before any implementation.
- Contractor will evaluate, recommend, coordinate and assist the City’s with IT interfaces required for AMR/AMI implementation.
- Contractor will ensure that the custom file transfer software shall be written, developed and loaded onto the City’s servers which communicate and shall be able to interface with the City’s existing billing system and software. It shall be capable of operation within the environment of the City’s existing network software for purposes of communicating with the existing billing system, and stand-alone for communicating with the handheld or laptop units in the event the network system is not operational.

**INSTALLATION**

The Contractor shall supply all equipment, materials, and labor necessary to install the AMR/AMI System and integrate it with the City’s existing metering system.

The City desires that the Successful Contractor provide a comprehensive onsite operation and maintenance service program for the AMR/AMI System. Additionally the City desires the successful Contractor to utilize local labor for the installation.

The Contractor’s operation and maintenance service program should provide the following minimum requirements:

1. Annual on-site system inspection, including:
   a. System testing
   b. Routine preventive maintenance;
2. Repair and/or replacement of defective parts (including equipment and labor).
RFP#006-15-16
AMR/AMI Project Management, Assessment and Implementation Services

The Contractor will work closely with the City to develop a plan on the proposed subset of meters for installation before converting the larger group of meters to ensure:

- The new software is working accurately
- Accurate readings are being transmitted
- Accurate bills are generated from the readings
- Eliminate lapses in readings or estimated bills

The City reserves the right to review and approve the subset installation prior to converting the next set of meters.

Contractor will provide ongoing planning, troubleshooting and support to assist with installation of the AMR/AMI technologies.

Contractor will provide support for the changes required to the City’s current metering practices as the new AMR/AMI technologies are implemented.

Contractor will provide a guarantee that the system will work 100% as intended upon completion.

**TRAINING**

Training will be ongoing during the contract term based on the Train-the-Trainer approach and all other required training needs.

City’s Task: If Phase III is approved by the City, issue a Notice to Proceed to Contractor to begin Phase IV.

**Phase IV – Maintenance, Support and Warranty**

The Successful Contractor will provide the City with all available options for maintenance, support and warranty under the proposed contract. This includes warranty for the actual products and offerings of the manufacturer as well as the warranty of any additional service components.

The successful vendor shall provide comparative options available to the City for review relative to the maintenance of the systems. Manufacturer’s options for extended maintenance plans shall be included in the offer for cost analysis, resolution timeframes, and to clearly define responsibility roles for all actions relative to the systems below:

- Meters, Registers, transmitters etc.
- IT Integration and upgrade compliance.
- IT component hardware, servers, firmware, software, etc.
City’s Task: If Phase III is approved by the City, issue a Notice to Proceed to Contractor to begin Phase IV.

IV. ADDITIONAL PROFESSIONAL SERVICES
The City may utilize the Successful Contractor when necessary to provide additional assistance/services under this AMR/AMI Consulting Contract as needed to fulfill the terms of the contract.

NOTE: The above scope is preliminary in nature and intended to provide respondents with a general overview of the major tasks envisioned as part of this solicitation. The City reserves the right to expand and/or reduce the preliminary Scope of Services as may be appropriate based on the technical content of the Contractor’s proposal and/or during contract negotiations based on budget considerations.

V. EXPERIENCE
The Successful Contractor shall be required to have extensive, verifiable experience in performing the scope of services for utilities having a water distribution system similar in extent, or at a minimum of 75,000 metered accounts, to the City’s system.

The Contractor must demonstrate experience in performance of each Phase of the approach with other water/sewer utilities of similar size and environmental conditions. The contractor shall provide a detailed list of other similar clients and the scope of services (as they relate to each Phase detailed below) that were provided.

VI. RESPONSE REQUIREMENTS AND SUBMITTAL FORMAT
To standardize responses and simplify the comparison and evaluation of responses, all proposals must be organized in the manner set forth below, separated into sections, and appropriately entitled. All information and materials requested shall be provided in the Proposal under a single cover.

Submittals shall be no more than 50 pages (duplexed). The page limit does not include the work sample product. Print size shall be 12-point font minimum, on 8½ by 11 paper, one sided or two, one page printed on both sides counts as two pages. Local Business Enterprise (LBE) certification should be submitted if applicable. Covers, dividers, equipment data sheets, and
LBE certification do not count toward the page limit. However, other supporting documentation, such as promotional literature, will be considered as part of the page limit.

**Required Information:** The following must be included in this section in order for a respondent to be considered responsive:

**Section 1: Cover Letter and Summary.**

1.1 Cover letter summarizing why the firm should be selected.

1.2 Sign and submit page 2 of this RFP

1.3 Identify the entity that would enter into the contract by including the address of the company headquarters and local office, the type of business (corporation, limited liability corporation, other), state of incorporation or organization and Federal Employer Identification Number and the name and title of the person authorized to enter into contract.

1.4 State any conflicts of interest your firm, or any key individuals, may have with projects of the type discussed herein.

1.5 State any exceptions (if any) made to the Terms and Conditions included herein to be reviewed in the contract negotiation period for the successful respondent.

**Section 2: Qualifications & Experience.** Qualifications should provide a straight forward, concise description of the contractor’s capabilities to satisfy the scope of services identified within this Request for Proposals (RFP) and contain the following requested information:

2.1 General overview of firm’s and potential teaming partners with public experience, if any, experience/qualifications with AMR/AMI systems and related technology.

2.2 Indicate the key project team members (at minimum the Project Manager) prior experience (minimum of two AMR/AMI projects) with a public utility with metered accounts of over 75,000 meters. Indicate the team’s prior implementation experience with AMR/AMI systems.

2.3 Describe the project team’s experience with customer billing system interfaces as well as other information technology systems.
Pre-Qualification Questionnaire
The Pre-Qualification Questionnaire (Appendix V) **must** be completed and submitted with your response. The selection committee and the Purchasing Division will thoroughly review each questionnaire based upon the criteria listed below which is founded on the Prequalification Questionnaire (Appendix V). Contractors who are awarded an evaluation score of 80 and above will be determined as **RESPONSIVE**.

<table>
<thead>
<tr>
<th>1. GENERAL INFORMATION –This section will be reviewed but is not evaluated</th>
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<tbody>
<tr>
<td>1.a. General Company Information</td>
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<td>1.b. Business Type</td>
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<td>1.c. Type of Work</td>
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<tr>
<td>1.d. SC License Type &amp; Number</td>
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<tr>
<td>1.e.(1) Bonding Letter</td>
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<tr>
<td>1.e.(2) Funds Expended by Surety?</td>
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<td>1.e.(3) List Surety Companies in past 5 yrs.</td>
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<td>1.g. Evidence of Insurance</td>
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<td>1.h. Size/Capacity: Questions 1, 2 &amp; 3</td>
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<td>Signature (See end of form)</td>
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<tr>
<td>Signed/Dated</td>
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<tr>
<td>Notary Certification</td>
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<tr>
<th>2.MANDATORY REQUIREMENTS –This section will be evaluated and scored</th>
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<tbody>
<tr>
<td>2.a.(1) # years under current name</td>
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<tr>
<td>2.a.(2) Date, state, type of establishment</td>
</tr>
<tr>
<td>2.a.(3) Names of principals</td>
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<tr>
<td>2.a.(4) Previous experience w/municipality and/or large governmental agency</td>
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<td>2.a.(5) Prequalified and failed to submit bid w/o notice of good cause</td>
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<tr>
<td>2.b.(1-2) Current Workload &amp; Availability based on Workload</td>
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<tr>
<td>2.c.(1) Feasibility Study for similar services</td>
</tr>
<tr>
<td>2.c.(2) Feasibility Study Process Described</td>
</tr>
<tr>
<td>2.d.(1) Litigations/Claims Failure to Complete Work</td>
</tr>
<tr>
<td>2.d.(2) Paid liquidated damages?</td>
</tr>
<tr>
<td>2.d.(3) Filed claim(s) against previous Owner on projects within the past 5 yrs.</td>
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<tr>
<td>2.d.(4) Convicted of charges</td>
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<tr>
<th>PROJECT SPECIFIC REQUIREMENT (This section will be evaluated and scored)</th>
</tr>
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<tbody>
<tr>
<td>3.a. References per scope of work</td>
</tr>
<tr>
<td>3.b.(1) Staff Qualifications</td>
</tr>
<tr>
<td>3.b.(2) Staff availability</td>
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<tr>
<td>3.c. Specific or unique value added experience the contractor has provided to document and support additional expertise to assist the City of Columbia.</td>
</tr>
</tbody>
</table>

**All scores of 80 and above will be qualified**
Section 3: Proposed Project Approach. Provide a detailed description of the proposed approach to the project towards meetings the Scope of Services. At a minimum, the proposed approach should address the following:

3.1 Proposed plan for reviewing the current metering, billing systems, IT requirements and developing recommendations from this information.

3.2 Proposed Evaluation criteria for evaluation of various AMR/AMI technologies.

3.3 Management of the project, including coordination of activities and communication with City staff.

3.4 Plan to address how the project will be staffed, the location of proposed staff members, and anticipated level of effort from both the firm and the City staff.

Section 4: Past Performance and References

4.1 Provide a list of three (3) related AMR/AMI projects that involved the planning and implementation of this technology. Include a description of the project, the name of the City or public utility, the size of the City or public utility (number of users), and the year the work was completed.

4.2 Provide a Reference Questionnaire (Appendix VI) for each project listed in section 4.1. Reference Questionnaires should be completed for members of the firm that had key roles in that project.

4.3 List any contracts performed in the past five years by your firm, as contractor or subcontractor, for the City of Columbia. Provide City project manager contact name and email address. Include date of contract and description of any unresolved claims or disputes with the City of Columbia.

4.4 Provide the name of the project manager to be assigned to this work along with a description of their experience. Include an organizational chart depicting the roles and key staff, along with current resumes of each, including sub-contractors. If selected, the naming of personnel reflected in the organizational chart will be considered by this office to be the AMR/AMI Business Case Support Team and will be expected to be assigned to the project for its duration.
Note: These team members will be expected to perform the work unless the selected Contractor notifies the City of a change in personnel, the reason for the change, and approval is received from the City.

Section 5: Cost Proposal

The respondent is to prepare a cost proposal for the services being proposed broken down by phases (1-3), major milestones with each phase, and deliverables. The offeror is to provide a firm fixed price for phase 1 and phase 2 with deliverable based payments. Include any assumptions made in developing the pricing.

Phase 3 will be negotiated at a later date with detailed information and justification for the pricing proposed.

While it is understood that the scope is undeterminable at this time, the Offeror should propose possible pricing methods and rates that may be applicable to Phase 3.

Section 6: Financial Information

Provide the most current year-end audited financial statement or Statement of Financial Responsibility.

Section 7: Appendices

The following Appendices shall be included in one’s submittal:

Appendix I- Local Business Enterprise Qualification Statement (submitted ONLY if the entity meets the qualifications)
Appendix II- Conflict of Interest Statement
Appendix III- Sub-contractor/Sub-contractor Business Information Form (submitted ONLY if the contractor plans to utilize subcontractors)
Appendix IV- Non-Collusion Affidavit
Appendix V- Pre-qualification Questionnaire
Appendix VI- Reference Questionnaire

All responses should be submitted to Bid Online at https://bidonline.columbiasc.gov/ifas7/bidonline/ no later than March 21, 2016 at 3:00 PM. Contractors shall deliver one (1) original UNBOUND copy, six (6) hard copies and one (1) digital copy of the information requested above. Proposals should be prepared simply and economically, providing a straight forward and concise response to satisfy the requirement of this Request for Proposal. All submittals must be clearly labeled on the outside of the envelope with the following wording: “RFP#006-15-16: AMR/AMI Project Management, Assessment and
Implementation Services.” All late proposals will be rejected. The City is not responsible for late RFP’s caused by delays in mail delivery or a delay in any other method of delivery.

VII. EVALUATION CRITERIA

The committee comprised of City employees will review each submittal based upon the criteria listed below. The written evaluation will produce a list of the top rated proposals (short list) that will be selected for possible interviews. Respondents may or may not be interviewed and the City reserves the right to conduct interviews at its sole discretion. Oral interviews will be conducted the week of April 4- April 6, 2016, in order to make a final decision. The short listed contractors will be contacted by the Buyer via telephone or e-mail to determine their interview date and time. Proposers should plan to have available, in person, key personnel who will be assigned to work on the proposed project. Individuals who fail to attend the interview may not be given a score which could jeopardize the contractor’s competitiveness. If awarded the project, all interview statements will become part of the final contract.
<table>
<thead>
<tr>
<th>RFP Evaluation Criteria</th>
<th>Rating Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Project Understanding and Approach</strong></td>
<td>Max. 35%</td>
</tr>
<tr>
<td>a. Approach to methodology and understanding of the proposed scope of work</td>
<td></td>
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<tr>
<td>b. Recommendations of anything the City may be leaving out this contract that may help the City’s needs</td>
<td></td>
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<tr>
<td><strong>2. Past Performance/References</strong></td>
<td>Max. 25%</td>
</tr>
<tr>
<td>a. Five past client references with similar services provided to the clients within the last 5 years. The client references submitted by each Respondent must be directly related to the services as outlined in the Scope of Services</td>
<td></td>
</tr>
<tr>
<td>b. Reference questionnaire</td>
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<tr>
<td>c. Clarity and completeness of information provided by Respondent in the written proposal to validate client references to the extent possible.</td>
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<tr>
<td><strong>3. Availability and Schedule</strong></td>
<td>Max. 15%</td>
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<tr>
<td>a. Current workload</td>
<td></td>
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<td>b. Proposed time schedule</td>
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<tr>
<td><strong>4. Financial Stability</strong></td>
<td>Max. 10%</td>
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<tr>
<td>a. Current year-end audited financial statement or Statement of Responsibility</td>
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<tr>
<td><strong>5. Cost</strong></td>
<td>Max. 15%</td>
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<tr>
<td>a. This will be calculated separately after the panel evaluation.</td>
<td></td>
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<tr>
<td>b. LBE Certification (5 additional points will be given to certified LBE approved prior to the submission deadline)</td>
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VIII. TENTATIVE SCHEDULE OF EVENTS

The following is a proposed schedule of events as it relates to this solicitation:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
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</thead>
<tbody>
<tr>
<td>RFP Issue Date</td>
<td>February 23, 2016</td>
</tr>
<tr>
<td>MANDATORY Pre-Proposal Meeting</td>
<td>March 7, 2016 at 2:00 PM</td>
</tr>
<tr>
<td>Questions Deadline</td>
<td>March 9, 2016 at 12:00 PM</td>
</tr>
<tr>
<td>Submittal Deadline</td>
<td>March 21, 2016 at 3:00 PM</td>
</tr>
<tr>
<td>Interviews (tentative)</td>
<td>April 4- April 6, 2016</td>
</tr>
<tr>
<td>Intent to Award</td>
<td>April 8, 2016</td>
</tr>
<tr>
<td>Anticipated City Council Review/Approval</td>
<td>April 19, 2016</td>
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</tbody>
</table>

The City has elected to host a pre-proposal meeting to all interested respondents. Participation in this meeting is MANDATORY should you submit. The MANDATORY Pre-proposal meeting will be held on March 7, 2016 at 2:00 PM in the Purchasing Division located at 1136 Washington Street, 7th floor. Teleconference will be used for contractors who are unable to physically attend. Contact LaWana Robinson-Lee at lcrobinson@columbiasc.net for information and reference RFP006-15-16 AMR/AMI Project Management Teleconference attendance in the subject line. You will NOT be eligible to respond to this RFP should you not be present during this meeting.

IX. PROPOSAL SELECTION PROCESS

A. Acceptance and Rejection

Any proposals that do not conform to the essential requirements of the RFP shall be rejected. The City reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. The City also reserves the right to accept or reject any or all proposals received in response to this RFP and to negotiate separately with competing respondents. The City is not obligated to enter into any contract on the basis of any submittal in response to this RFP. The City reserves the right to request additional information from any firm submitting under this RFP if the City deems such information necessary to further evaluate the firm's qualifications.
B. Selection

It is to the sole discretion of the City to determine the award method. Awards will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous to the City. Negotiations will be entered into with the highest ranked contractor in an effort to confirm a pricing structure that is acceptable to all and address any questions remaining after the selection process. If an appropriate contract can be successfully negotiated between the parties, it will be taken to City Council for approval. If a successful contract cannot be negotiated with the highest ranked firm, negotiations will be undertaken with the next contractor in order of ranked preference.

The City reserves the right to hold interviews in addition to proposal document review in order to select a top ranking firm if it is determined to be needed.

X. GENERAL INFORMATION AND INSTRUCTIONS

A. Request for Proposal Process

The RFP is not a bid. In the event that the City elects to negotiate a contract with the successful respondent, any contract shall contain at a minimum the terms and conditions (or substantially the same terms and conditions) as hereinafter stated. The City reserves the right, in its sole discretion to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

No questions may be directed to or contacts made with the Mayor, other members of City or County Council, the City Manager, County Administrator and other City or County staff not identified in this RFP as points of contacts during the period of time that this RFP is made public until the final selection is made, except as otherwise provided for herein. Violation of this prohibition may disqualify the contractor and/or consulting firm from further consideration.

B. Questions

Requests for additional information and questions must be submitted to: https://bidonline.columbiasc.gov/ifas7/bidonline/

Using Bid Online, the user must be logged in, and under the Bid tab, click “Bid Questions and Answers.” The deadline for additional information and questions is March 9, 2016 by 12:00 P.M. (EST). The City will not accept telephone calls or visits regarding this RFP. No interpretation shall be binding unless in writing from the City of Columbia.
C. Confidentiality

Unless otherwise required by law, and until the public opening of the proposals, all information, materials and other documents submitted by a respondent shall not be released or made available to any person or entity except City representatives assisting in this procurement process. Unless required by law, proprietary or financial information submitted to the City by a respondent will not be disclosed if the respondent visibly marks each part of the proposal that the respondent considers confidential, financial or proprietary information with the word “Confidential.”

D. Respondent’s Duty to Inspect, Advise and Declare All Costs

Each respondent shall become fully acquainted with the City’s requirements and the scope of the services to be provided. Respondents have a duty to request any information from the City as it deems necessary to prepare the RFP. Such requests shall be made in compliance with Paragraph B of this section. No change order will be granted or additional compensation permitted if it is based upon information that the respondent knew, or should have known, as part of the respondent’s duty to become acquainted with the City’s circumstances and requirements.

E. Time for Receiving Proposals

Proposals submitted online prior to the time of opening will be encrypted and kept unopened. The official whose duty it is to open them will decide when the specified time has arrived, and no bid there-after will be considered.

F. Submittal of Proposals

All responses to this RFP must be clearly marked RFP006-15-16: AMR/AMI Project Management, Assessment and Implementation Services. A minimum of one (1) original UNBOUND copy, six (6) hard copies and one (1) digital copy containing the proposal shall be submitted. All RFP’s shall be submitted using Bid Online no later than March 21, 2016 at 3:00 P.M. and the CDs and hard copies shall be submitted to City of Columbia Purchasing Division, 1136 Washington Street, 4th Floor Columbia, SC 29201. All late proposals will be rejected. The City is not responsible for late RFP’s caused by delays in mail delivery or a delay in any other method of delivery.

G. Acceptance and Rejection

Any proposals that do not conform to the essential requirements of the RFP shall be rejected. The City reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. The City also reserves the right to accept or reject any or all proposals received in response to this
RFP and to negotiate separately with competing respondents. The City is not obligated to enter into any contract on the basis of any submittal in response to this RFP. The City reserves the right to request additional information from any firm submitting under this RFP if the City deems such information necessary to further evaluate the firm's qualifications.

H. Acceptance Period

Any proposal in response to this solicitation shall be valid for 120 calendar days. At the end of this time the proposal may be withdrawn at the written request of the respondent if no award has been made. If the RFP is not withdrawn at that time, the proposal in its entirety, including the price structure, shall remain in effect.

I. Cancellation of Proposals

Proposals may be cancelled prior to the time fixed for opening. Negligence on the part of the bidder in submitting the proposal confers no right for the withdrawal of the proposal after it has been opened.

J. Bidders Present

At the time fixed for the opening of proposals, their contents will be made public for the information of bidders and the general public. Offerors will not be permitted to examine the proposals until award is made.

K. Alternate Proposals

Any proposal which does not conform to the specifications contained or referenced in the invitation for Bids may be rejected unless the invitation authorized the submission of Alternate Proposal and the equipment or supplies offered as alternates meet the requirements specified in the invitation.

L. Ambiguous Proposals

Bids which are uncertain as to terms, compliance to requirements and/or specifications shall be rejected.

M. Conflict of Interest

Respondents shall promptly notify the Contracts Administrator, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the respondent’s judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that such a person may
RFP#006-15-16  
AMR/AMI Project Management, Assessment and Implementation Services

undertake, and request an opinion of the City as to whether the association, interest, or circumstance would, in the opinion of the City, constitute a conflict of interest. The City will respond to such notification by certified mail within thirty (30) days. By submitting this proposal, the respondent certifies that it has no conflict of interest with any employee, agent, elected official or officer of the city or any other conflict as may be set forth herein.

No direct or indirect contact with the mayor of the City of Columbia or City of Columbia Council members will be allowed. If such contact is made, the city reserves the right to reject the proposal.

N. Collusion

More than one proposal from an individual, firm partnership, corporation, association or related parties under the same or different names will not be considered. If the City believes that collusion exists among respondents, all proposals from the suspected firms will be rejected. “Related parties” means respondents or the principals thereof, which have a direct or indirect ownership or profit sharing interest in another respondent.

Respondents shall comply with all local, state, and federal directives, orders, and laws as applicable to this RFP and any resulting contract.

By responding to this RFP, respondents certify that the response is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item, and they certify the knowledge that this would constitute an illegal action.

O. Force Majeure

Neither the City nor the contractor shall be liable for any excess costs if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of either party. Such causes may include, but not restricted to acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods epidemics, quarantine, restrictions, strikes, freight embargos, and unusually severe weather conditions; but in every case, the failure to perform is caused beyond the control of both the City and the contractor, and without the fault or negligence of either of them.

P. Sales Tax and/or Use Tax

Do not include any taxes that the City may be required to pay in the quote price. All prices and notations should be printed in ink or typewritten. Upon submission of a quote, the Purchasing Division will compute 8% sales and use tax when applicable (service and labor excluded), in determining the low bidder. This procedure conforms to the SC Tax Commission Sales and Use Tax Regulation 117-174-95.
Q. Assignments

No contract may be assigned, sublet, or transferred without a written consent of the purchaser.

R. Manufacturers Brochures and Specifications Data

Bidders shall submit manufacturer’s brochures and specifications data as part of bid response. Submittal of such data shall not be deemed a counter offer unless so noted on bid response sheet. Bidders failing to comply will be deemed non-responsive.

S. Default

In case of Contractor default, the City reserves the right to purchase any or all items and/or services on the open market, charging contractor with any excessive costs. Should such charges be assessed, no subsequent bids and/or proposals submitted by the defaulting Contractor shall be considered until the assessed charges have been satisfied.

T. Non-Appropriations

Any contract entered into by the City resulting from this request for proposal shall be subject to cancellation without damages or further obligation when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

U. Bid Opening Delay

If it becomes necessary to postpone a bid opening, the procurement officer shall issue the appropriate amendments to the solicitation postponing or rescheduling the bid opening. When the purchasing agency is closed due to force majeure, bid opening will be postponed to the same time on the next official business day.

V. Exceptions

Notwithstanding any prior negotiations, the specifications and terms and conditions provided herein take precedence. Formal objection is hereby made to any or different terms proposed by bidders unless listed on a separate sheet labeled “Exceptions”, and agreed to in writing by the City of Columbia.
XI. TERMS AND CONDITIONS

A. Commencement of Services

The successful respondent shall commence the project and prepare the recommendations upon receipt of a Notice to Proceed or upon the commencement date stated in the Notice to Proceed.

B. Non-Discrimination in Contracting Policy

In fulfilling the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Contractor shall take affirmative action to ensure equal employment opportunities for all applicants for employment, without regard to their race, creed, color, religion, ancestry, sex, sexual orientation, national origin, disability or other handicap, age, marital status, or status with regard to public assistance. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this nondiscrimination clause. The Contractor will incorporate these nondiscrimination requirements in all subcontracts for program work.

C. Indemnification

The Contractor shall agree to indemnify, defend, hold harmless and reimburse the City, its agents, and employees from and against any and all losses, liabilities, expenses, and all claims for damages of any nature whatsoever relating to or arising out of any action or failure to act by respondent, its subcontractors, officers, agents, and employees of any of the obligations under the contract. Losses, liabilities, expenses and claims for damages shall include, but will not be limited to, civil and criminal fines and penalties, loss of use or services, bodily injury, death, personal injury, or injury to real or personal property, defense costs, legal fees and costs, and attorney’s fees for an appeal.

The Contractor shall also promptly notify the City of any civil or criminal actions filed against the Contractor or of any notice of violation from any federal or state agency, or of any claim as soon as practical as relates to the services provided. The City, upon receipt of such notice, shall have the right at its election to defend any and all actions or suits or to join in defense.

D. Bonding, Licenses, Permits and Taxes

It shall be the responsibility of the Contractor to secure all Local, State, and/or Federal License and Permits required by law, state or ordinance to perform work.
All costs for required bonding, permits, licenses and taxes shall be borne by respondent prior to executing a contract with the City.

Where proposers are required to enter or go onto City of Columbia property to deliver materials or perform work or service as a result of a proposal award, the successful proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Richland County and City of Columbia building requirements and State of South Carolina Building Code. The bidder shall be liable for any damages of loss to the City occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of his or her bid.

**E. Ownership of Data**

All data and other information generated by or used by the respondent in any form whatsoever, is the property of the City and shall not be used by the respondent for any purpose whatsoever except to perform the requested service.

**F. Termination**

The City may terminate the Agreement at any time upon any of the following grounds:

A. Non Appropriation
Failure by the City to appropriate funds for the performance of any of the services required in this Agreement in any annual budget;

B. Termination of Agreement for Cause
If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner these obligations under the Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of the Agreement, the City shall thereupon have the right to terminate the Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data studies, surveys and reports prepared under the Agreement shall become the property of the City.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor and the City may withhold any payments to the Contractor until such time as the exact amount of damages due to the City from the Contractor is determined.

The Contractor fails to perform any of the services required in this Agreement and does not correct such deficiency within fifteen (15) days having been notified by the City of such deficiency;

C. Termination for Convenience of the City
The City may terminate this Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least seven (7) days before the
effective date of such termination. In that event, all finished or unfinished documents and other material as described in Access to Records shall, at the option of the City, become its property. The City shall, at its sole option and discretion, have the right to terminate this contract for any reason whatsoever. A termination for default under the Agreement, if wrongfully made, shall be treated as a termination for convenience under this clause;

D. Force Majeure;
E. Upon expiration of the term of this Agreement; and
F. By mutual agreement.

G. Whole Agreement

The contract shall contain the entire agreement between the City and respondent. In order to be binding, any modification thereof shall be in writing and signed by the City and the respondent.

H. State Law Applicable

The contract shall be construed in accordance with the laws of the State of South Carolina. The respondent agrees to subject itself to the jurisdiction and venue of the Circuit Courts in Richland County, State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof. The City may seek attorney’s fees and the respondent agrees to pay such fees as awarded by the Court or other body. No attorney’s fees may be sought by nor will be paid to the respondent.

I. Breach/Waiver

The failure of either the respondent or the City to insist upon performance of any provisions of the contract shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of the contract at any time. Waiver of any breach of the contract by the respondent or the City shall not constitute a waiver of a subsequent breach.

J. Severability

If any provision of the Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of Applicable law.

K. Successorship

The contract shall be binding upon the respondent and upon its successors and assignees. The contract shall be binding upon the City in accordance with its terms and provisions.
L. Protest Procedures

1. Right to protest: Any actual or prospective bidder, offeror, respondent, or subcontractor who is aggrieved in connection with the solicitation or award of a contract may protest to the appropriate procurement officer. The protest setting forth the grievance shall be submitted in writing within five (5) days after such aggrieved persons know or should have known of the facts giving rise thereto, but in no circumstance after 10 days of notification of the award of the contract.

2. Authority to resolve protests: The appropriate procurement officer shall have the authority, prior to the commencement of an administrative review as provided in this article, to settle and resolve a protest of an aggrieved bidder, offeror, respondent or subcontractor, actual or prospective, concerning the solicitation or award of a contract. This authority shall be applied in a manner consistent with regulations or laws governing the procurement of supplies, services and construction for the City.

3. Decision: If the protest is not resolved by mutual agreement, the appropriate procurement officer shall issue a decision in writing within 10 days. The decision shall state the reasons for the action taken.

4. Notice of decision: A copy of the decision under Number 3 above of this section shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

5. Finality of decision: A decision under Number 3 of this section shall be final and conclusive, unless fraudulent, or unless any person adversely affected by the decision requests a review in writing, setting forth the grievance to the City Manager within 10 days of the decision. The protestant may also request an interview with the City Manager.

6. Request for review. The request for a review shall not stay the contract unless fraudulent.

M. Insurance

The contractor shall procure and shall maintain during the life of this contract, whether such operation be by himself or by a subcontractor or anyone directly or indirectly employed by either of them, such insurance as required by statute, ordinance, or this contract, to adequately protect the owner from any claims or damages including bodily injury or death, which may arise from them during operations under this contract.
Each insurance policy required by these instructions shall be endorsed to state that coverage shall not be suspended, voided, OR cancelled by either party, reduced in coverage or in limits, unless thirty (30) days prior written notice, by certified mail, return receipt requested, has been given to the City.

Workers Compensation Insurance - The contractor shall procure and shall maintain during the life of this contract, $500,000.00, Workers Compensation Insurance for all employees to be engaged in work on the project under this contract, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Worker Compensation Insurance for all of the latter employees to be engaged in such work unless such employees are covered by the protection afforded by the contractor’s Worker Compensation Insurance. The contractor shall not permit any person who is not protected by Workers Compensation Insurance or a properly approved Self-Insured Workers Compensation Program to perform any activity related to this contract.

Liability Insurance - The contractor shall procure and maintain for the duration of the contract insurance against claims for any injuries to persons or damages to property, which may arise form or in connection with the performance of the work by the contractor, his agents, or representatives, employees or subcontractors.

a.) Owner & Contractor’s Protective Liability Policy - Issued in the City of Columbia an owner in an amount not less $2,000,000.00 per occurrence combined single limit for bodily injury, personal injury, and property damage with an aggregate liability not less than $2,000,000.00.

b.) Commercial General Liability Insurance: Coverage in an amount not less the 1,000,000.00 per occurrence, and $2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.

c.) Automobile Liability Insurance- $500,000.00 combined single limit per accident for bodily injury and property damage.

N. Delays

If delay is foreseen contractor shall give thirty (30) days prior written notice to the Purchasing Department. The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Contractor must keep the City advised at all times of status of order. Default in promised completion times without accepted reasons) or failure to meet specifications, authorizes the Director of Procurement to purchase supplies, equipment or services elsewhere and charge full increase in cost and handling to defaulting contractor.
O. **Subcontractors**

The use of subcontractors will not relieve prime contractor of any obligations and the awarding contractor remains liable for full and satisfactory performance per the contract term and conditions.

P. **Term of Agreement**

Term: The materials, goods, and services to be provided under this contract shall be for a period of three (3) years unless earlier terminated by either party as provided herein. The contract shall expire at the end of the term unless an extension has been requested by either party and agreed to in writing by both parties prior to the expiration of the term. The decision whether to extend the contract, upon written request, shall be in the sole and exclusive discretion of the party receiving the request and neither party shall be under any obligation to agree to an extension of the initial term or any additional term.

Q. **Ethics**

Vendor is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, City employees are prohibited from accepting anything of value from any person. “Anything of value” includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

R. **Performance Bond**

Simultaneously with his delivery of the executed contract, the contractor shall furnish a surety bond or bonds in an amount at least equal to fifty (50) percent of the amount of the contract price as security for the faithful performance of this contract and for payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract as specified in general specifications included herein. The surety bond, or bonds shall be executed by a company duly authorized to do business in the State of South Carolina. Said surety shall be subject to approval by the Owner’s attorney.

S. **Professional Liability**

1. The successful offeror shall provide the City with an Errors and Omissions Liability Policy (E&O Policy). The policy shall cover the City for all sources of liability which would be covered by the latest edition of the standard Errors and Omissions Liability Coverage Form, as filed for use by the City of Columbia, without the attachment of restrictive endorsements.

2. The City of Columbia shall be named as an additional insured on the policy.
3. The minimum E&O Policy limits to be provided by the successful offeror shall be $1,000,000 per occurrence and $2,000,000 aggregate limit for bodily injury liability and property damage liability. The limits afforded by the E&O Policy shall apply only to the City and City's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

4. Notice of Cancellation and/or Restriction: The policy must be specifically endorsed to provide the City with thirty (30) days’ notice of cancellation, non-renewal, change in coverage, and/or restriction.

S. Sub-contractor(s)
The contractor will not assign or sublet its obligations to perform the services required by this Contract without the written consent of the City. The use of sub-contractor(s)/sub-contractor(s) will not relieve prime contractor of any obligations and the awarding contractor remains liable for full and satisfactory performance per the contract term and conditions. The use of subcontractors is not viewed as positive or negative.

T. Miscellaneous

This Agreement is subject to City Council approval.

Nothing in this Contract shall be construed to give any rights or benefits to anyone other than the City and the contractor.

The contractor shall be responsible for performance of all services required by this Agreement. The contractor does not act as the City’s agent or employee.

In the event there are any disagreements between the City and the contractor with regard to any of the requirements, specifications or interpretation of this Agreement, the contractor agrees to defer to the reasonable interpretations of the City as, from time to time may be made by the City. Ambiguities in the terms of this Agreement, if any, shall not be construed against the City.
XII. TERMS AND CONDITIONS (FEDERAL CONTRACTS)

I. Scope of Services
Upon written notification by the City to proceed, the Contractor shall complete the scope of services more fully described in the Agreement. The Contractor shall perform any and all incidental services not specifically set forth in the Agreement, which are necessary to fully complete the scope of services described in the Agreement.

II. Amendments
The parties may amend the Agreement at any time provided that such amendments are executed in writing, signed by a duly authorized representative of both parties, and approved, where applicable, by the City’s governing body.
The City may, in its discretion, amend the Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by written amendment signed by both parties.

III. Schedule for Completion of Services
Time is of the essence. The Contractor shall complete any and all services performed under the Agreement within the timeframes as outlined in the Agreement.
The City has the right to extend delivery date if reasons appear, in the sole discretion of the City, to be valid. Contractor must keep the City advised at all times of status of the project. Default in promised completion times without accepted reasons or failure to meet specifications, authorizes the Purchasing Division to purchase supplies, equipment or services elsewhere and charge full increase in cost and handling to defaulting Contractor.

IV. Compensation
A. The total compensation to be paid by the City to the Contractor under this Agreement shall be outlined in the Agreement. An itemization of rates and services is further defined in the Agreement.
B. The Contractor shall submit invoices no more frequently than monthly for services rendered during each phase of the Project. Each invoice submitted must describe the services for which payment is requested, show payment calculations and specify the person(s) rendering such service(s). Each invoice must also clearly identify any portion of the fee invoiced for sub-consultants services, specified in the Agreement, and identify if the sub-consultant is a Minority Owned Business Enterprise, Small Business Enterprise, Disabled Veterans Owned Business Enterprise and Women Owned Business Enterprise. Each invoice shall bear the signature of the Contractor, which signature shall certify that the information contained in the invoice is true and accurate and that the invoice amount is currently due and owing. The City will not pay interest or penalty on any past due amount.
The Contractor shall make sub-contracting opportunities available to a broad base of qualified sub-contractors to ensure maximum participation from Disadvantaged Business Enterprises (DBE), to include but not limited to: Minority Owned Business Enterprise, Small Business Enterprise, Disabled Veterans Owned Business Enterprise, and Women Owned Business Enterprise in all disciplines of the project.

C. The Contractor shall, in performance of the Agreement, only use those sub-consultants in the Agreement upon which the Contractor’s proposal was based. Sub-consultants substitutions shall only be made upon the Owner’s approval. The Contractor shall enter into Agreements with those sub-consultants, in the same dollar amount upon which the Contractor’s proposal was based, prior to award of the Agreement. Such Agreements shall be contingent upon award of the Agreement by the Owner and the Owner’s Notice to Proceed to the Contractor.

V. **Copeland “Anti-Kickback” Act and Davis Bacon Act**

Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as Supplemented by the Department of Labor regulations (29 C.F.R. Part 3 Engineers and Sub-contractors on public building or public work financed in whole or in part by loans or grants from the United States). The Act provides that each Contractor or sub-recipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. The City will report all suspected for reported violations to the federal awarding agency.

The Davis-Bacon Act applies to all projects applicable for Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The Contractor must comply with the 29 C.F.R. 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

VI. **Equal Employment Opportunity (EEOC)**

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

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, or national origin.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided
advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

VII. **Clean Air Act and the Federal Water Pollution Control Act**

The Contractor will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401-7671(q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387).

The Contractor will report each violation to the City and the appropriate Environmental Protection Agency Regional Office (EPA).

The Contractor agrees to include these requirements in each sub-contract exceeding Twenty Five Thousand Dollars ($25,000.00) financed in whole or in part with federal assistance.

VIII. **Licenses, Permits and Taxes**
A. The Contractor shall be responsible for obtaining any approvals, permits and/or licenses as may be required of the Contractor in performing the services required under the Agreement. The Contractor shall be responsible for any costs relating to same.

B. The Contractor shall be responsible for identifying and providing any applications and supporting documentation to the City for any approvals and/or permits required of the City in order for the Contractor to perform the services required under the Agreement. Such approvals and/or permits may include, but not necessarily be limited to, SCDHEC Construction Permits, SCDHEC Stormwater Management for Construction Sites Permits, SCDHEC Water Resources Permits, Corps of Contractors Permits, City/County/SCDOT Encroachment Permits, Encroachment Permits for other utility rights-of-way and Railroad Right-of-Way Encroachment Permits/Applications. The City shall obtain the approvals and/or permits identified by the Contractor and pay any costs relating to same.

C. The Contractor shall answer questions and consult with the City and/or appropriate authorities as necessary to assist the City’s efforts in obtaining required permits/approvals.

D. The Contractor shall procure a City of Columbia business license while performing services under the Agreement.

IX. **Duties upon Termination**

At termination of this Agreement, the Contractor shall immediately provide the City with all records and data in any format the Contractor is capable of producing and at no cost to the City, which were generated, created or received by the Contractor in performance of the services required by the Agreement or as the City may deem necessary to perform the required services by the City or the Contractor’s successor. All records shall be free from any proprietary claims or interest. The Contractor agrees to fully cooperate with the City and any successor to ensure an effective transition to continuously provide the required services.

X. **Remedies**

In the event of termination, the Contractor shall only be entitled to the actual direct costs of all labor and material expended on the services required under the Agreement prior to the effective date of the termination. In no event shall the Contractor be entitled to anticipatory profit or damages for any termination under the Agreement. In no event shall the Contractor be entitled to assert a claim in quantum meruit or any other measure of damages other than that stated herein.

The Contractor shall reimburse the City the amount of any stipulated penalties imposed on the City if the Contractor neglects, fails, or refuses to meet the deadlines set forth in Exhibit C attached hereto. The City reserves all other remedies available for the Contractor’s failure to perform pursuant to the Agreement.

XI. **Ownership of Project Documents**

All data, documents or other information of any description generated by or used by the Contractor or any subcontractor retained by the Contractor and related to the services required by the Agreement shall be the property of the City and shall not be used by the Contractor for any purpose whatsoever except to perform the services required by the Agreement.
XII. **Notice**
A. Written notice to the City shall be made by placing by registered mail, return receipt in the United States Mail, postage prepaid and addressed to: Purchasing Division, c/o City of Columbia, Post Office Box 147, Columbia, South Carolina 29217.
B. Written notice to the Contractor shall be made by registered mail, return receipt in the United States Mail, postage prepaid and addressed to them.

XIII. **Access to Records**
The Contractor shall make available for examination by the City all of its records with respect to all matters covered by this contract and shall maintain such records for a period not less than three (3) years after receipt of final payment under the Agreement.

In addition, the following access to records requirements apply to the Agreement:
A. The Contractor agrees to provide the City, the Comptroller General of the United States, or any of their authorized representative(s) access to any books, documents, papers, and records of the Agreement that are directly pertinent to the Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
C. The Contractor agrees to provide the Federal Administrator or his/her authorized representative(s) access to information pertaining to the work being completed under the Agreement.

XIII. **Assignability/Sub-contracting**
The Contractor shall not assign or subcontract any interest in the Agreement and shall not transfer any interest in the same without the prior written consent from the City. The Contractor shall be as fully responsible to the City for the acts and omission of its sub-contractors, as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor shall furnish and cause each of its sub-contractors to furnish all information and reports required hereunder.

XIX. **Independent Contractor**
Nothing contained in the Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent Contractor with respect to the services to be performed under this agreement. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers’ compensation insurance.

XX. **Use of Recovered Materials**
A. The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conversation and Recovery Act (2 C.F.R. §200.322). In performance of the Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
RFP#006-15-16
AMR/AMI Project Management, Assessment and Implementation Services

1. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
   2. Meeting contract performance requirements; or
   3. at a reasonable price.

XXI. Oversight
The City will maintain oversight to ensure the Contractor performs in accordance with terms, conditions and specifications per (2 C.F.R. §200.318(b)).
B. The Contractor shall be responsible for performance of all services required by the Agreement. The Contractor does not act as the City’s agent or employee.

XXII. Suspension and Debarment
The Contractor is subject to non-procurement Debarment and Suspension Regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. pt. 180 (2 C.F.R. §200.212). The Agreement is a covered transaction for the purposes of C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor(s), its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).
The Contractor must comply 2 C.F.R. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into.
Execution of the Agreement is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C in addition to remedies available to the State of South Carolina Emergency Management Division and the City of Columbia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C during the duration of the project and throughout the period of any Agreement that may arise from this project.
The Contractor further agrees to include a provision requiring such requirements in its lower-tier covered transactions.
The Contractor shall notify the City in accordance with Section XVII, Notice, if your firm or sub-contractor becomes suspended or debarred during the course of this project. This Agreement may be terminated in accordance with Section XIV, Termination of Agreement.

XXIII. Confidentiality
All of the reports, information, data, records or documents of any kind, prepared or assembled by the Contractor under the Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
XXIV. Interest of Contractor
The Contractor covenants for himself and on behalf of his employees that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under the Agreement or which is adverse to the interests of the City of Columbia. The Contractor further covenants that in the performance of the Agreement no person having such interest shall be employed.

The Contractor is expected to make her services available to other entities but agrees to refrain from representing other entities in matters where the position of the City conflicts with that of the other entity. The City may at its discretion, waive this provision. The Contractor has provided a list of all of its clients with whom there may be potential conflicts with the City. This list shall be supplemented throughout the duration of the Agreement.

XXV. Compliance with the Contract/Agreement Work Hours and Safety Standards Act
A. Overtime requirements. No contractor or sub-contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any sub-contractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and sub-contractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

C. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or sub-contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages.
wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

Subcontracts. The contractor or sub-contractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in paragraphs (1) through (4) of this section.

XXVI. Miscellaneous
A. The Contractor shall furnish and cause each of its sub-contractors to furnish all information and reports required hereunder.

B. In the event there are any disagreements between the City and the Contractor with regard to any of the requirements, specifications or interpretation of the Agreement, the Contractor agrees to defer to the reasonable interpretations of the City as, from time to time may be made by the City. Ambiguities in the terms of the Agreement, if any, shall not be construed against the City.

C. The Agreement shall be construed in accordance with federal, state, local laws, ordinances and codes in performing the work provided under the Agreement. The Contractor agrees to subject itself to the jurisdiction and venue of the Circuit Courts of Richland County, State of South Carolina as to all matters and disputes arising or to arise under the Agreement and the performance thereof. The City may seek attorney’s fees and the Contractor agrees to pay such fees as awarded by the Court or other body. No attorney’s fees may be sought by, nor will be paid to, the Contractor. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

D. The Agreement represents the entire Agreement between the City and the Contractor and supersedes all prior communications, negotiations, representations or agreements, either written or oral. Only written Amendment signed by both the City and the Contractor may amend the Agreement.

E. The failure of either the Contractor or the City to insist upon the strict performance of any provision of the Agreement shall not be deemed to be a waiver of the right to insist upon strict performance of such provision or of any other provision of the Agreement at any time. Partial payment by the City shall not be construed as a waiver. Waiver of any breach of the Agreement shall not constitute waiver of a subsequent breach.

F. The Contractor is subject to the provisions of the 1991 Ethics Reform Act (8-13-100, et seq, South Carolina Code of Laws, 1976, as amended). Under this Act, “A person may not, directly or
indirectly, give, offer, or promise anything of value to a public official, public member, or public employee with intent to:
(1) influence the discharge of a public official’s, public member’s, or public employee’s official responsibilities;
(2) influence a public official, public member, or public employee to commit, aid in committing, collude in, or allow fraud on a governmental entity; or
(3) induce a public official, public member, or public employee to perform or fail to perform an act in violation of the public official’s, public member’s, or public employee’s official responsibilities. “Anything of value” includes, but is not limited to, lodging, transportation, entertainment, food, meals, beverages, money, gifts, honorariums, discounts and interest-free loans.

G. The Contractor will take affirmative action in complying with all federal, state and local requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, sexual orientation, national origin or physical handicap.

H. In the event any provision of the Agreement is determined to be void or unenforceable, all other provisions shall remain in full force and effect.

I. The Agreement shall be binding upon the respondent and upon its successors and assignees.

J. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal preapproval.

K. The Contractor acknowledges that 31 U.S.C. chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors actions pertaining to the Agreement.
XIII. APPENDICES

Appendix I- Qualification Statement (LBE)

Appendix II- Conflict of Interest

Appendix III- Business Information Records

Appendix IV- Non-collusion Affidavit

Appendix V- Pre-Qualification Questionnaire

Appendix VI- Reference Questionnaire

Appendix VII- City of Columbia Holiday Schedule
APPENDIX I- QUALIFICATION STATEMENT (LBE)

City of Columbia
Qualification Statement
Local Business Enterprise (LBE)
(DEPARTMENT OF UTILITIES & ENGINEERING)
REVISED 10.15.14

By checking all boxes below, I certify that My Company meets all of the following qualifications below to be eligible for the local vendor preference. I understand qualifications will be researched and verified by the Compliance Team. The City reserves the right to audit the company’s qualifications to be eligible for the local vendor preference as the City deems necessary in the best interests of the City and at least once every four years. A company must be certified PRIOR to bid openings. Yes, my company:

☐ Is independently owned and operated (Ownership of a local business must be direct, independent, and by individuals and/or other businesses within the Columbia-Newberry CSA. Company may be asked to provide additional documented verification including most current individual or corporate state and/or federal tax return, etc.).

☐ Is in good standing with State of South Carolina (LBE firm must be in good standing with the State of South Carolina regarding its payments of taxes and required business licenses).

☐ Has a business license in one of the 7 counties making up the CSA jurisdiction.

☐ Has at least one year of presence within the CSA Jurisdiction (LBE must have presence within any of the 7 CSA jurisdictions for at least one year prior to applying for LBE Certification issued by the City of Columbia).

7 CSA Jurisdictions include: Calhoun, Fairfield, Kershaw, Lexington, Newberry, Richland and Saluda.

☐ Has at least 50% of employees residing within any of the 7 CSA jurisdictions. Applicant must attach a list of all owner/employee addresses and submit with this Qualification Statement - - Names are optional, give street address, city, state & zip. (This rule applies to full-time, part-time and contract employees.)

Note: Term of certification: Certification is valid for a period of 4 years from issue date. 30 days prior to expiration LBE may submit documentation to re-qualify. The City reserves the right to audit and recertify once every four years.

Company Name: ________________________________________________________________

Address: _______________________________________________________________________

Type of Products or Services: ______________________________________________________

Current Business License Number: ____________ County? ____________________________

Phone Number: _______________ Email: ___________________ COC Vendor# __________

I certify with my signature below that all of the information given above is true and accurate to the best of my knowledge. I also recognize that by signing that any false information indicated above may lead to penalties or sanctions by any of the 7 CSA jurisdictions.

Owner’s Name: ____________________ (Print) ____________________ (Signature)

NOTARY - Sworn to before me this ____________ day of __________ 20________

Notary Public for the State of ______________________ My Commission Expires: _________

Notary Name: ____________________ (Print) ____________________ (Signature)

Please submit this document to:
Department of Utilities and Engineering Tel: (803) 545 3369
Attn: LBE Administrator / Team Fax: (803) 545-4130
1136 Washington Street, 5th Floor Email: agdrggers@columbiasc.net

☐ Qualified / ☐ Not Qualified: ____________________ Date: __________

(Compliance Authorized Signature)
APPENDIX II- CONFLICT OF INTEREST

I, ________________________________________ (contractor) certify, under penalty of perjury, that to the best of my knowledge and belief;

1. No circumstances exist which cause a Conflict of Interest in performing the services required by the Request for Proposal (RFP) or the contract to which this statement is attached, and

2. That no employee of the City, nor any member thereof, nor any public agency or official affected by the RFP or the contract to which this statement is attached, has any pecuniary interest in the business of the responding firm or his sub-contractor(s) has any interest that would conflict in any manner or degree with the performance related to such contract.

3. The contractor warrants that he and his sub-contractor(s) have not employed or retained any company or person other than a bona fide employee working solely for the responding firm or sub-contractor(s) to solicit or secure a contract agreement with the City of Columbia, as related to the RFP or the contract to which this statement is attached, and that he and his sub-contractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the responding firm or his sub-contractor(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of such contract.

Contractor Company Name: __________________________________________________________

By: ____________________________________________________________________________

Print Name: ______________________________________________________________________

Title: __________________________________________________________________________

Date: __________________________________________________________________________

Page 54
APPENDIX III- BUSINESS INFORMATION RECORDS

RFP006-15-16: AMR/AMI Project Management, Assessment and Implementation Services for the City of Columbia

The Bidder shall list all subcontractors and vendors, who will be providing subcontracting services, furnishings materials, etc. for this project. The list shall be submitted in the format provided below. Any proposed changes from the list shall be submitted in writing to the Owner prior to initiation of any action, with the reason for the proposed changes.

<table>
<thead>
<tr>
<th>Business Name/ Address</th>
<th>Contact Name Telephone</th>
<th>Services/Materials to be Provided</th>
<th>Cost of Service/Mat ($ Value)</th>
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</thead>
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</table>

TOTAL: $_______________________________

________________________________________
Contractor

By _________________________________
I certify this information is true and correct.

Date
Rev Purchasing Div_08 08 13

Page 55
APPENDIX IV- NON-COLLUSION AFFIDAVIT

State of ________________________________

County of ________________________________

______________________________ being first duly sworn, deposes and says that:

(1) He is ________________________________ of ________________________________, the Respondent that has submitted the attached Proposal:

(2) He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal:

(3) Such Proposal is genuine and is not a collusive or sham Proposal:

(4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Respondent, firm or person to submit a collusive or sham in connection with the Contract for which the attached Proposal has been submitted or to retain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Columbia, S.C., or any person interested in the proposed Contract; and

(Signed)____________________________________

________________________________________

______________________________

(Title)

Subscribed and sworn to before me

this __________ day of ____________, 20____

________________________________________

(Notary Public) My commission expires: ________________
APPENDIX V- PRE-QUALIFICATION QUESTIONNAIRE – RFP006-15-16

Failure to answer all of the following questions may result in disqualification and potentially a lower evaluation rating. If interested potential firms or contractors have any questions, contact the person listed below under “Submit to” information field. Completing this questionnaire does not guarantee any approval or prequalification of the bidder’s submission. The City of Columbia reserves the right to reject any or all proposals and to waive informalities in accordance with the City’s procurement code and internal policies and procedures.

Project Description:

The major components of the services to be provided components required for the City of Columbia’s implementation of an Automated Meter Reading and/or Automated Meter Infrastructure (AMR/AMI) system. The personnel employed by the Contractor must be deemed as reliable and capable employees trained and qualified in performing the work stated in the scope of services required to complete assigned tasks.

In addition to above, all other requirements as outlined in RFP# 006-15-16 will be applicable and should be thoroughly reviewed prior to completing this form.
Section 1. GENERAL INFORMATION

1. a. General Company information (Primary/Main office location)

Company Name

________________________________________________________________________________________________________

Physical Address

________________________________________________________________________________________________________

Mailing Address

________________________________________________________________________________________________________

City/State Zip Code + 4

______ __________________________ (_____) __________________________

Phone number Fax number

______________________________ ________________________________

Primary Contact Name Secondary Contact Name

Organization

1. b. Business type (check box) □ Corporation □ Partnership □ Limited Liability Company □ Sole Proprietor □ Joint Venture

1. c. Type of Work (check box) □ General Construction □ Electrical □ Mechanical □ Plumbing □ Other (please specify)

1. d. Licensing information (Please provide all South Carolina professional licenses required for you to perform your services.)

SC License Type (check box) □ General Construction □ Electrical □ Mechanical □ Plumbing □ Other (please specify)

SC License number (provide copy) License Limit/Level State/County/City Privilege License

________________________________________________________________________________________________________

________________________________________________________________________________________________________

Bonding

1. e. (1) Attach letter, dated within the last 30 days, from your surety company, signed by their Attorney in Fact, verifying their willingness to issue sufficient payment and performance bonds for this project, on behalf of your firm or its agent licensed to do business in South Carolina, and verifying your company’s capability and capacity based on your current value of work. Surety company bond rating shall be rated “A” or better under the A.M. Best Rating system or The Federal Treasury List.
Have you attached a surety letter?  □ Yes  □ No

1. e. (2) Have any funds been expended by a surety company on your firm’s behalf?  □ Yes  □ No If yes, explain:
____________________________________________________________________________________
____________________________________________________________________________________

1. e. (3) List all surety companies that have provided bonds for your company for the past five (5) years, provide explanation, required, if more than one company.

<table>
<thead>
<tr>
<th>Date</th>
<th>Firm</th>
<th>Reason</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

Insurance

1. g. Evidence of Insurance
In order to prequalify, contractors must indicate that they can provide evidence of insurance coverage, see below, as follows should they subsequently be the successful bidder. Do you agree?  □ Yes  □ No

**Liability Insurance** - The contractor shall procure and maintain for the duration of the contract insurance against claims for any injuries to persons or damages to property, which may arise from or in connection with the performance of the work by the contractor, his agents, or representatives, employees or subcontractors.

A.) **Owner & Contractor’s Protective Liability Policy:** Issued in the City of Columbia an owner in an amount not less $2,000,000.00 per occurrence combined single limit for bodily injury, personal injury, and property damage with an aggregate liability not less than $2,000,000.00.

B.) **Commercial General Liability Insurance:** Coverage in an amount not less the 1,000,000.00 per occurrence, and $2,000,000.00 aggregate combined single limit for bodily injury, personal injury, and property damage, naming the City of Columbia as an additional insured.

C.) **Automobile Liability Insurance:** $500,000.00 combined single limit per accident for bodily injury and property damage.

Size/Capacity

1. h. (1) How many full-time permanent employees work for the company?

1. h. (2) If the company has more than one office location, how many full-time permanent employees work for the company at the location which will serve this project?

1. h. (3) List the annual dollar value of AMR/AMI Management Services work the company has performed for each year over the last 5 calendar years.
Section 2. MANDATORY REQUIREMENTS

Experience

2. a. (1) Number of years in business as a contractor under the company name listed in 1.a., above: ____________ years. List any other names your firm operated under previously.

2. a. (2) List date, State and type of incorporation, partnership, or proprietorship establishment:

Date  
State/Type (incorporation, partnership/proprietorship)

2. a. (3) List names of the firm principals appropriate to the type of the firm:

Corporation: President, Vice-president, Secretary, Treasurer
Partnership: Partners
Proprietorship: Owner
Other: List and explain

Title: __________________ Full Name: ___________________________ Yrs Service: ______________

Title: __________________ Full Name: ___________________________ Yrs Service: ______________

Title: __________________ Full Name: ___________________________ Yrs Service: ______________

Title: __________________ Full Name: ___________________________ Yrs Service: ______________

2. a. (4) Has your company ever performed substantially similar services and size as the City for a public water and sewer utility (with a minimum of 75,000 metered accounts) □ Yes □ No (Attach additional page if necessary)

If your company has performed work for the City of Columbia you must state below.

If yes, list the name of the agency, dollar value, owner and contact names, contact phone numbers and contract dates for all contracts completed (or current) within the last five (5) years.

<table>
<thead>
<tr>
<th>Entity</th>
<th>Dollar Value</th>
<th>Owner Agency Contact Name</th>
<th>Contact Phone Number</th>
<th>Contract Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>
2. a. (5) Within the last 5 years, has your organization been pre-qualified to bid on a substantially similar project and failed to submit a bid without notice of good cause before final bid date? □ Yes □ No If yes, on a separate sheet list name of project and reason you did not submit a bid.

Workload

2. b. (1) How many projects do you currently have under contract or in progress and what is their total dollar value?

   • $____________________(#) of projects
   • $____________________(Current projects contract amount)

2. b. (2) List the three largest projects currently under contract or in progress, including for each, the name of the entity, owner and phone numbers, service type and the contract end dates.

<table>
<thead>
<tr>
<th>#1 –Entity Name</th>
<th>Description/Areas of Work Performed</th>
<th>Owner Name/ Representative</th>
<th>Owner Address</th>
<th>Phone</th>
<th>Email Address</th>
<th>Service Type</th>
<th>Contract End Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>#2 –Entity Name</th>
<th>Description/Areas of Work Performed</th>
<th>Owner Name/ Representative</th>
<th>Owner Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>#3 –Entity Name</td>
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</tr>
<tr>
<td>Description/Areas of Work Performed</td>
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<tr>
<td>Owner Name/ Representative</td>
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<tr>
<td>Owner Address</td>
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<td>Phone</td>
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<td>Email Address</td>
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<td>Service Type</td>
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<td>Contract End Date</td>
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</table>

### Feasibility Study

2. c. (1) List a feasibility study that you completed for AMR/AMI services. List the most recent project and provide owner’s contact information below.

<table>
<thead>
<tr>
<th>Feasibility Study Procedures</th>
<th></th>
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<tbody>
<tr>
<td>Project Name</td>
<td></td>
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<tr>
<td>Owner Name/ Representative</td>
<td></td>
</tr>
<tr>
<td>Owner Address/Phone #</td>
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<tr>
<td>Owner Address, Phone # and Email</td>
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<tr>
<td>Did a project originate from the study? If not, then why?</td>
<td></td>
</tr>
</tbody>
</table>
2. c. (2) Describe the feasibility study performed and the outcome listed in 2. C. (1).

**Feasibility Study and Outcome:**

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<table>
<thead>
<tr>
<th>Feasibility Study and Outcome:</th>
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Page 63
Litigation/Claims

2. d. (1) Has your company ever failed to complete work awarded to it? □ Yes □ No If yes, please provide project name(s), contact information for owner, year(s), and reason why. Attach relevant documentation.

_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________

2. d. (2) Have you ever paid liquidated damages on any project? □ Yes □ No If yes, state the project name(s), year(s), and reason why.

_____________________________________________________________________________________

2. d. (3) Has your company filed any claims on any previous project management services within the last five years? □ Yes □ No If yes, state the entity name(s), year(s), case number, and reason why.

_____________________________________________________________________________________

2. d. (4) Has your present company, its officers, owners, or agents ever been convicted of charges relating to conflicts of interest, bribery, or bid-rigging? □ Yes □ No If yes, state the entity name(s), year(s), and reason why:

_____________________________________________________________________________________

Section 3. PROJECT SPECIFIC REQUIREMENTS

References

3. a. Please identify three (3) references most closely reflecting the scope of services being requested for the currently proposed AMR/AMI project. The substantially similar projects should have been completed within the last five (5) years. The references listed below should be the ones used in Section VII. If the contractor has performed work for the City of Columbia, in the past or currently, the City must be stated as an additional reference (#4) to the three required non-City of Columbia references.

<table>
<thead>
<tr>
<th>#1 – Entity Name</th>
<th>Specify AMR, AMI or both</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner Name/ Representative</td>
<td></td>
</tr>
<tr>
<td>Owner Address/Phone #</td>
<td></td>
</tr>
<tr>
<td>Contract Dollar Value</td>
<td></td>
</tr>
<tr>
<td>#2 –Entity Name</td>
<td></td>
</tr>
<tr>
<td>-----------------</td>
<td>---</td>
</tr>
<tr>
<td>Specify AMR, AMI or both</td>
<td></td>
</tr>
<tr>
<td>Owner Name/ Representative</td>
<td></td>
</tr>
<tr>
<td>Owner Address/Phone #</td>
<td></td>
</tr>
<tr>
<td>Contract Dollar Value</td>
<td></td>
</tr>
<tr>
<td>Contract End Date</td>
<td></td>
</tr>
<tr>
<td>Reference Questionnaire Attached (y/n)</td>
<td></td>
</tr>
<tr>
<td>Performance Rating or Letter of Commendation</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>#3 –Entity Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Specify AMR, AMI or both</td>
<td></td>
</tr>
<tr>
<td>Owner Name/ Representative</td>
<td></td>
</tr>
<tr>
<td>Owner Address/Phone #</td>
<td></td>
</tr>
<tr>
<td>Contract Dollar Value</td>
<td></td>
</tr>
<tr>
<td>Contract End Date</td>
<td></td>
</tr>
<tr>
<td>Reference Questionnaire Attached (y/n)</td>
<td></td>
</tr>
<tr>
<td>Performance Rating or Letter of Commendation</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>#4 –Entity Name</th>
<th>City of Columbia Reference Only, if applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specify AMR, AMI or both</td>
<td></td>
</tr>
<tr>
<td>Owner Name/ Representative</td>
<td></td>
</tr>
<tr>
<td>Owner Address/Phone #</td>
<td></td>
</tr>
<tr>
<td>Contract Dollar Value</td>
<td></td>
</tr>
<tr>
<td>Contract End Date</td>
<td></td>
</tr>
</tbody>
</table>
Reference Questionnaire Attached (y/n)  

Performance Rating or Letter of Commendation

[General project references were requested in section 2. a. (4), based on a “Yes” response, and 2. b. (2). If this comparable project information is already reflected in those responses, please simply identify the relevant projects and detailed information.]

Staffing and Organizational Structure

3. b. (1) Staff Qualifications - Provide organizational structure reflecting authority, responsibility and proportion of time dedicated to this contract.

3. b. (2) Staff Availability - Are key personnel also proposed on any other projects for which bidding and contracting is pending? □ Yes □ No  If yes, describe general availability and qualifications of potential substitutes.

3. c. Other Unique Value Added Experience or Qualifications

Describe any specific or unique value added experience not already covered above.
Signature

By signing this document, you are acknowledging that all answers are true to the best of your knowledge.
Submitted by:

Company Name

Physical Address

Mailing Address

    a. Dated this day of: ________________________________

Submitted by: ________________________________
Signature by Authorized Officer

Print Title of Authorized Officer

Phone: ________________________________
    Contact person’s phone number

Email: ________________________________
    Contact person’s E-mail address

b. Notary Certification:

South Carolina  _____________ County

I, a Notary Public of the County and State aforesaid, certify that _______________________, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official seal, this the ________ day of ________________________, 20__.

(Official Notary Seal or Stamp)

Signature of Notary Public

My commission expires ______________________, 20__
APPENDIX VI- REFERENCE QUESTIONNAIRE

REFERENCE QUESTIONNAIRE

To: ____________________________
(Name of person completing survey)

Phone: ____________________________ Fax: ____________________________

Subject: Past Performance Survey of:
(Name of Company)

(Name of Individuals)

The City of Columbia is implementing a process that collects past performance information on firms and their key personnel. The information will be used to assist the City in the selection of firms to perform various projects. The firm/individual listed above has listed you as a client for which they have previously performed work on. We would appreciate your taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge in a particular area, please leave it blank.

Client Name: ____________________________ Date ____________________________

Project Name: ____________________________ Installed __________

How many metered accounts for this project: __________

Is this a public utility? Yes_____ No _____

<table>
<thead>
<tr>
<th>NO</th>
<th>CRITERIA</th>
<th>UNIT</th>
<th>RATING</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ability to meet customer expectations</td>
<td>(1-10)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Ability to manage costs (minimal change orders)</td>
<td>(1-10)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Ability to maintain project schedule (completed on time or early)</td>
<td>(1-10)</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Your comfort level in hiring the firm/individual again based on performance</td>
<td>(1-10)</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Ability to increase value (quality of design)</td>
<td>(1-10)</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Ability to identify and minimize the users risk</td>
<td>(1-10)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Ability to close out (proper documents)</td>
<td>(1-10)</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Leadership ability (minimize the need of owner direction)</td>
<td>(1-10)</td>
<td></td>
</tr>
</tbody>
</table>

Signature of person completing this questionnaire: ____________________________
APPENDIX VII- CITY OF COLUMBIA HOLIDAY SCHEDULE

The following is the Holiday schedule for calendar year 2016

<table>
<thead>
<tr>
<th>Holiday- 2016</th>
<th>*Official &amp; Designed Day-Date- 2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Year’s Day</td>
<td>Friday—January 1, 2016</td>
</tr>
<tr>
<td>Martin Luther King, Jr. Day</td>
<td>Monday—January 18, 2016</td>
</tr>
<tr>
<td>Friday before Easter</td>
<td>Friday—March 25, 2016</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Monday—May 30, 2016</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Monday—September 5, 2016</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Thursday—November 24, 2016</td>
</tr>
<tr>
<td>Day after Thanksgiving Day</td>
<td>Friday—November 25, 2016</td>
</tr>
<tr>
<td>Day in conjunction with Christmas</td>
<td>Friday—December 23, 2016</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>Monday—December 26, 2016</td>
</tr>
</tbody>
</table>