



**REQUEST FOR PROPOSAL
SOLICITATION NO. 2020-2-60
CONSULTANT SERVICES
AMI PLANNING AND IMPLEMENTATION**

**PROPOSALS ARE DUE TO THE
PURCHASING DIVISION PRIOR TO
AUGUST 20, 2020 @ 2:00 P.M.**

No public opening
Faxed, emailed and late proposals will not be accepted

***A pre-proposal teleconference will take place on August 6, 2020 at 2:00 PM.
To participate, please dial +1 830-476-3317 (Toll) Conference ID: 499 885 846#.
The number is also compatible with Microsoft Teams.***

Deliver or Mail to:
CITY OF ALLEN PURCHASING DIVISION
305 CENTURY PARKWAY
ALLEN, TX 75013

During COVID, please contact Purchasing to arrange deliveries in person

Contacts for this proposal are:
Debra Morris, Purchasing Manager, 214-509-4630, dmorris@cityofallen.org
William Nahas, Engineering, 214-509-4585, wnahas@cityofallen.org

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SECTION I INTRODUCTION

1. INTRODUCTION

Section I provides general information to potential proposers on subjects such as where to submit proposals, number of copies, amendments, proprietary information designation, and other similar administrative elements.

1.1 SUBMISSION OF PROPOSAL

The City will require both paper and electronic submissions for this proposal. All paper submittals will be sealed and received by the City of Allen Purchasing Office. Proposals shall be sealed and clearly marked: Vendor Name, Bid Title, Bid Number, and Opening Date on the outside of the package containing the bid. Electronic responses will be submitted via our online bidding system (<http://allentx.ionwave.net>) There will not be a public opening for this solicitation. A list of submitting vendors will be available.

1.2 NUMBER OF COPIES

The vendor shall submit one original set and **seven** copies of all proposal documents. The proposal shall remain the property of the City of Allen. The original copy shall be unbound and clearly marked **"Original"**.

1.3 PROPOSAL INFORMATION

All questions regarding proposal preparation, the selection process, specifications and interpretations of the terms and conditions of the bid shall be submitted in writing. The last day for questions to be received is August 10 at 5 PM CST. Any addenda will be issued no later than August 13, five (5) calendar days prior to the deadline for submission of offers.

Costs for developing/producing proposal response and possible subsequent interview or presentation are entirely the obligation of the proposer and shall not be chargeable in any manner to the City of Allen.

All proposals (both electronic and hard copy proposals) must be received at the Allen City Hall, 305 Century Parkway, Allen, Texas, 75013 by 2 PM CST on August 20, 2020, addressed to the attention of the Purchasing Department or Debra Morris.

All proposals will be reviewed and evaluated by City staff by September 11, 2020. If interviews are necessary, City staff time is reserved from September 14th through September 25, 2020. Depending on the pandemic situation in September, these interviews may be done through Microsoft Teams. If we go this route, all presentations/discussions with proposers will be through Teams software. If we offer in person presentations and discussions, proposers may opt to participate instead through a Teams presentation. We will offer a time before the actual presentation to verify the Teams presentation method functions smoothly with presenters.

The City reserves the right to evaluate each proposal on a separate and individual basis, to invite selected firms to make personal presentations to staff. The City further reserves the right to reject any and all proposals submitted, or accept a proposal deemed most advantageous to the City. Applicants should not contact any other staff before, during, or after the RFP process with any inquiries about the progress of selection or status of any submittal.

If an emergency or unanticipated event interrupts normal City processes so as to cause postponement of the scheduled bid opening, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal City processes resume or to such other date and time as may be provided by the Procurement Services Office in a written notice to bidders."

DISCLOSURE OF RESPONSE

All information submitted in an accepted response must be retained by the City of Allen for the period specified in the City of Allen's record retention schedule created under Government Code Section 441.180, et sequitur. The information will not be returned to the respondent. The Public Information Act (PIA), Government Code Chapter 552, allows the public to have access to information in the possession of a governmental body through an open records request. Therefore, the respondent shall clearly identify in the response any confidential or proprietary information. Proprietary information identified by the respondent in the response, will be kept confidential by the City of Allen to the extent permitted by state law. The City of Allen merely raises the exception on behalf of the vendor. The City of Allen takes no legal position on disclosure. The City of Allen will use best efforts to give the respondent or the awarded vendor an opportunity to present to the Office of the Attorney General its arguments for non-disclosure of its identified confidential or proprietary information.

1.4 ADDENDUMS/AMENDMENTS

Any interpretations, corrections and/or changes to a bid solicitation or extensions to the opening date will be made by addenda to the respective document when necessary. An addendum will be published and distributed by email to all that are known to have received a copy of the bid and related specifications. However, it shall be the sole responsibility of the bidder to verify issuance/non-issuance of addenda and to check all avenues of document availability prior to opening date and time to ensure bidder's receipt of any addenda issued.

The last day for questions will be on Monday, August 10, 2020 at 5:00 PM. The last day for an addendum to be issued will be Thursday, August 13, 2020 at 5:00 PM. Any addenda issued within five (5) working days of the bid opening will automatically delay the bid opening by one week. Bidders will be notified of the new bid opening time and date as determined by the City of Allen Purchasing Department.

The offeror is required to acknowledge receipt of any amendments by submitting a signed copy of each amendment issued. Signed copies must be submitted as part of the signed proposal submittal.

1.5 ACCEPTANCE

Any offer received shall be considered an offer, which may be accepted by the City of Allen based on initial submission without discussions or negotiations. By submitting an offer in response to this solicitation the proposer agrees that any offer it submits may be accepted by the City of Allen at any time within 120 days from the close date. This date was extended from the typical 90 days to 120 days as this RFP may cross crossing several seasonal holiday periods.

The City of Allen reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City of Allen. Failure of the proposer to provide in its offer any information requested in the bid may result in rejection for non- responsiveness.

The City will not debrief any proposers that are not selected either as finalists or for final award of the professional services contract.

1.6 AWARD

The City of Allen intends to make an award using the evaluation criteria and other factors as listed in this Request for Proposal. The City of Allen requires a criminal background check for all employees who will be working on or visiting City Property or Facilities.

1.7 SUBSTANTIVE PROPOSALS

The respondent shall certify (a) that his bid submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that he has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) that he has not solicited or induced any other person, firm, or corporation from proposing; and (d) that he has not sought by collusion to obtain for himself any advantage over any other respondents or over the City of Allen.

The City of Allen may make such investigations as it deems necessary to determine the ability of the bidder to provide satisfactory performance in accordance with bid requirements, and the respondent shall furnish to the City all such information and data for this purpose.

Question about this bid shall be in writing and directed to Debra Morris and William Nahas. Questions resulting in changes to this solicitation will be provided in the form of an amendment to the solicitation.

Debra Morris, Purchasing Manager, 214-509-4630, dmorris@cityofallen.org
William Nahas, Engineering, 214-509-4585, wnahas@cityofallen.org

SECTION II

GENERAL TERMS & CONDITIONS

The City of Allen bid packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the bid opening and included with the bid packet or the vendor will be found non-responsive.

2.1 This section of a solicitation contains standard clauses and rules that apply to bids and proposals formally solicited that may become incorporated into the final contract. This is boilerplate language written for all bids and proposals. Specific language may not apply to all projects. These instructions apply to all quotations or bid submittals and become a part of terms and conditions of any bid packet submitted.

2.2 The City shall have the authority to disapprove or reject unsatisfactory work, services or equipment. If required by the City, the vendor shall promptly correct all unsatisfactory work and replace all defective equipment, and shall bear all direct, indirect and consequential costs of such correction.

2.3 The City reserves the right to waive any minor defect, irregularity, or informality in any bid, quotation, or proposal. The City may also reject any or all bids, quotations, or proposals without cause prior to award.

2.4 The City reserves the right to enforce the performance of this contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the vendor fails to meet schedules or otherwise perform in accordance with these specifications. Breaches of contract or default authorize the City to purchase the services from the next low bidder or re-bid and charge the difference in cost to the defaulting vendor.

2.5 The contract shall remain in effect until contract expires, except for breach of contract, or is terminated by either party with a thirty (30) day written notice prior to any cancellation. The vendor shall state therein the reasons for such cancellation. Notice of termination must be transmitted via certified mail to the other party's designated representative.

2.6 The vendor shall be held responsible for and shall make good, without expense to the City, any and all damage, injury or loss due to the execution of his work.

2.7 The vendor agrees to indemnify and hold harmless the City against all claims or alleged claims or demands for damages, including all expenses incurred, arising from accidents to employees of either party hereto or to the public, or from claims or alleged claims of damages to the property of the City or to adjoining property caused directly or indirectly by said vendor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them in connection with the performance of this contract.

2.8 The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

2.9 In its sole discretion, the City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion of its entire defense; however, City is under no obligation to do so, any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this contract. Contractor shall retain City approved defense counsel within seven business days of City's written notice that City is invoking its right to indemnification under this contract. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and contractor shall be liable for all costs incurred by City.

2.10 The vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City.

2.11 This bid, when properly accepted by the City, shall constitute a contract equally binding between the vendor and the City. No different or additional terms shall become a part of this contract except for a change order processed through the Purchasing Department.

2.12 This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, Texas.

2.13 The successful bidder and the City of Allen agree that each party have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

2.14 Bidder acknowledges and represents that they are aware of laws, City Charter and City Code of Conduct regarding Conflicts of Interest. The City Charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land or rights or interest in any land, materials, supplies or service..."

2.15 Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a Local Government entity, disclose in the questionnaire form (Conflict of Interest Questionnaire), the vendor or person's affiliation or business relationship that might cause a Conflict of Interest. This form must be filed with the Records Administrator no later than 7 business days after the date the person becomes aware of facts that require the statement to be filed. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

2.16 The City reserves the right to audit the records and performance of vendor during the term of the contract and for three years thereafter.

2.17 Unless otherwise notified, all invoices must be sent to the Accounts Payable, Finance Department at the address listed on page one (1). Invoices must show the item(s) shipped/work performed and the purchase order number applicable to the transaction in order to insure prompt payment.

2.18 Payment will be made in accordance with Texas statutes. Term of Payment is net 30 days after the date the City receives the goods in accordance with the contract, the date the performance of service in accordance with the contract is completed, or the date the agency receives an invoice for the goods or services, whichever occurs the latest. If your company provides a discount for early payment, please indicate in this solicitation. This will not be considered an evaluation factor in the award of the bid(s).

2.19 Funds for payment have been approved. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved; therefore, anticipated obligations that may arise past the end of the current City fiscal year shall be subject to budget approval. The City of Allen is a Home-Rule Municipal Corporation operated and funded October 1 to September 30.

2.20 The City of Allen is by statute tax-exempt therefore pricing shall not include taxes. Tax exemption certificates will be executed by the City and furnished upon request.

2.21 A firm completion time for Phase I and II of the AMI project will be negotiated with selected vendor, and included in the final Professional Services Contract. The City reserves the right to cancel orders and/or assess financial penalties if the vendor fails to complete project as promised. Work shall be scheduled between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays, unless otherwise approved by the City.

2.22 When offering products other than those bid, the City reserves the right to request a sample/demo of the product for evaluation. In such cases, the bidder must provide a sample/demo of the product at no charge to the City within three days of the request and must pick up the product after the evaluation. Failure to provide an evaluation product within the three-day period will disqualify the bidder from further consideration. If the bidder offers a product other than that specified, specifications must be included in the bid package. Bid responses not listing manufacturer or part numbers in the Mfg./Pt No. section of the bid form will be considered as bidding according to specification, and if awarded, will be required to provide exactly what was specified. Samples should not be enclosed

with bid unless requested.

2.23 The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretation of these specifications shall be made based on this statement.

2.24 Testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.

2.25 When unit price differs from extended price, the unit price prevails.

2.26 In case of a discrepancy between the product number and description, the description takes precedence.

2.27 When manufacturers are named in the specification, they are not meant to limit competition, but to define the minimum standard, quality, and performance of the item specified. All materials supplied will be new, first quality industrial-grade products.

2.28 Response to specification is primary in determining the lowest responsible bid.

2.29 The City of Allen reserves the right to award a vendor bid as an "alternate award". The alternate vendor's bid shall remain in effect for the term of the awarded contract, should the primary vendor become unable or unwilling to complete the contract term. The alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original bid will remain in effect.

2.30 The City of Allen reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

2.31 Bid prices cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

2.32 A bid price may not be withdrawn or canceled by the bidder for a period of 120 days following the date designated for the receipt of bids without written approval of the Purchasing Manager, and bidder so agrees upon submittal of bid.

2.33 No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders must be made in writing.

2.34 Any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Allen Purchasing Department. Addenda will be sent to all who are known to have received a copy of this bid packet. If the Addenda contain changes to the specification or bid form, bidders shall acknowledge receipt of all addenda or they will be declared non-responsive.

2.35 All work, materials, equipment, and supplies furnished under this contract shall comply with applicable laws, ordinances and regulations.

2.36 At the time of the opening of bids each bidder shall be presumed to have inspected the sites and to have read and shall be thoroughly familiar with the contract requirements. The failure or omission of any bidder to examine any form, instrument, document or site shall in no way relieve any bidder from any obligation in respect to this bid.

2.37 The City shall have the right to do other work, or to let other contracts for work to be done, on the same sites as specified for the work to be done under this contract, and the City's arrangements as to precedence of work and the relationship between the vendor and the City shall be decisive.

2.38 It is the policy of the City of Allen that whenever practical, products should be purchased which contain the highest percentage of post-consumer recovered material available in the marketplace and/or the highest percentage of pre-consumer recovered material available in the marketplace.

2.39 Texas Government Code, Chapter 2252, non-resident bidders; Texas Law prohibits Cities and Governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidders state.

2.40 The vendor shall purchase and maintain in force the following kinds of insurance for operations under the contract as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the City before the commencement of any work:

2.41 Workers' Compensation Coverage – Statutory See Insurance Requirements in Exhibit

2.42 Attention is called to the fact that the inclusion of a minimum scale of wages to be paid to employees engaged in the work under this Contract does not release the Contractor from compliance with any State Wage Law that may be applicable. The Contractor shall abide by the Wage and Hour Laws of the State and must not pay less than the wages legally prescribed as set forth herein. Except for work on legal holidays, the "general prevailing rate of per diem wage" for the various crafts or types of workmen or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the respective Rate Per Hour.

2.42.1 For legal holidays, the "general prevailing rate of per diem wage" for the various crafts or type of workmen or mechanics is the product of
(a) one and one-half times the respective Rate per Hour, times
(b) (b) the number of hours worked on a legal holiday.

2.42.2 The "general prevailing rate for overtime work" for the crafts or type of workmen or mechanics is one and one-half times the above respective Rate per Hour.

2.42.3 Under the provisions of Article 5159a Vernon's Annotated Texas Statutes, the Contractor shall forfeit as a penalty to the entity on whose behalf the Contract is made or awarded, Ten Dollars (\$10.00) for each laborer, workman, or mechanic employed, for each calendar day or portion thereof that such laborer, workman or mechanic is paid less than the said stipulated rates for any work under the Contract, by him or by any sub-contractor under him.

2.43 Provide the names and locations of at least three (3) references and a maximum of five (5) for which the offeror was engaged in a similar professional services contract involving selection and installation of Advanced Meter Infrastructure. References where the offeror has installed AMI where Tyler Munis serves as the financial management system for utility billing; and where water meter crew services are scheduled and tracked through City Works are the most valuable references. The offeror must provide current name, title, e-mail and phone information of specific individuals whom we may contact to evaluate the services provided.

2.44 All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Secretary.

2.45 EVALUATION CRITERIA: PLEASE NOTE THAT THIS BID WILL BE AWARDED ON THE BASIS OF "BEST VALUE". The award to the successful bidder will be determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting a contractor:

the purchase price; the reputation of the bidder and the bidder's services; the quality of the bidder's service; the extent to which the bidder's services meet the City's needs; the bidder's past business relationship with the City.

2.46 As defined by Texas Government Code Chapter 2254 Professional and Consulting

Services Procurement Act, "means services within the scope of the practice, as defined by state law. This is not a proposal for professional engineering services. Texas Government Code Chapter 2254 Professional Services Procurement Act: this act states that contracts for the procurement of defined professional services may not be awarded based on bids. A government entity may not select professional services, a group or association of providers, or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award on the basis of demonstrated competence and qualifications to perform the services, and for a fair and reasonable price.

SECTION III

CITY OF ALLEN BACKGROUND AND AMI OBJECTIVES

The City of Allen is currently seeking proposals from qualified professional services consultants (PSC-hereafter termed either PSC or Consultant) for the planning, selection and implementation of water meter Advanced Meter Infrastructure (AMI). The purpose of this solicitation is to invite your company to provide a proposal as a consultant for both AMI system selection and fielding. The City will consider the consultants with significant, relevant, and current experience. The City reserves the right to negotiate with any of the short-listed companies (in accordance with the Texas Local Government Code) and shall not be obligated to contract with a consultant on any terms and conditions.

The consultant will assist to create an RFP to procure the best AMI solution for the City of Allen. The RFP process will include the RFP development, evaluation of responses, developing a vendor shortlist, coordination of interviews, review Best and Final Offers, vendor ranking and final AMI vendor selection. The PSC will be assisting with vendor contract negotiations and to assist in a significant capacity in AMI fielding, management system and implementation. Additionally, to recommend post-fielding City staff adjustments.

Construction/installation scope of work will be determined in the future; therefore, this solicitation will not describe project limits, locations, estimates of AMI project costs, or schedules. City staff will work with the selected consultant to identify the detailed PSC scope of services needed.

For the purpose of familiarizing interested consultants with standard City of Allen contract language, a sample professional services contract is attached. Please note that this contract template has been prepared by the City Attorney and the terms and language expressed are not subject to change. The language in the sample agreement should be considered unalterable for the purpose of those evaluating interest in submitting a response and working with the City of Allen. The City of Allen also requires that a certificate of insurance be provided at the time of entering into an agreement. Please refer to the sample contract for insurance limits and other requirements.

BACKGROUND

The City of Allen encompasses 26 square miles of North Texas Plain located about 20 miles north-northeast of Dallas, Texas. The City has a present population of about 105,000 with a future build-out population of about 125,000. The City receives all its treated water supply as well as wastewater treatment from the North Texas Municipal Water District (NTMWD) located in nearby Wylie, Texas. The City holds no water rights separate from those allocated to the NTMWD to supply its water customers. The city does not operate any water supply wells or treatment plants. The City of Allen Water Division falls under the Community Services Department. The Water and Sewer Division currently has 80 full time equivalent staffing and a Fiscal Year 2020 budget of \$46.4 million. The Division manages water and sewer services; water conservation; meter reading; utility billing for water and sewer; system maintenance and repair; and the compliance with State and Federal water quality standards. The Community Services (Public Works) Department supervises both the meter services and utility billing teams within the department.

City of Allen water infrastructure includes over 530 miles of water mains used to provide water service to approximately 33,201 currently active potable water customer accounts (Table below). The City takes treated water delivery from NTMWD at two water- pumping/ground storage tank stations. We have the capacity for 24 million gallons of ground storage and 9 million gallons of elevated storage. Our system operates with just one pressure plane. Allen's highest annual water usage was 6,011,208,000 gallons used in the "water year" from August 1, 2010 to July 31, 2011. We have not exceeded this usage since our high use in 2011. This is primarily due to initiation of twice-weekly summertime landscape irrigation restrictions. Periods of high summer temperatures and low rainfall significantly increase water consumption. The initiation of water use restrictions during periods of constrained supply caused by

droughts diminishes consumption.

The City's water consumption is about 70 percent residential. Residential annual average monthly consumption is 9,272 gallons. Residential average summer monthly usage for the four hottest months is 13,902 gallons. Our lowest water sales month is annually in March when in 2019 we sold about 230,000,000 gallons. Our highest water sales month depends on temperatures and rainfalls, but is in either August, September, or October. In 2019 due to low rainfalls and high temperatures, we sold just over 730,000,000 gallons in both September and October.

We operate the water system at between eight and ten percent water loss. The city long maintained a ten to thirteen-year meter replacement program. However, in FY19 we began only replacing meters that failed so we could reallocate the meter replacement funds towards the future fielding of Advanced Meter Infrastructure (AMI). We are avoiding replacing meters we could potentially soon replace with new AMI meters.

Wholesale costs for treated water and wastewater treatment from NTMWD have dramatically increased. This is due to the need to accommodate water and wastewater demands stemming from population growth in their 1.7 million-person water service area; addressing maintenance, repair, and replacement of aging system infrastructure; and complying with new regulation. Wholesale cost increase translate into retail cost increases by the City. The City sees no near-term break in the increase in wholesale or retail water costs. The annual increase in customer charges draws concern from residents. Our accurate, but not state of the art meter reading technology, makes it impossible for the City to analyze customer water uses and draw conclusions about high usage issues. This is the dilemma caused by getting only two monthly data points versus the hundreds or thousands of readings per month that AMI can offer. Naturally, complaints peak in the late summer when increased water use for landscape irrigation pushes customers into higher water conservation rate tiers. The City views AMI as an enhancement that will provide a means for both the City staff and customer to analyze and understand water uses as well as to identify customer water leaks past the water meter.

The City currently uses Neptune meters read by touch-read wand into a handheld device for usage data collection. As you see in the Table below, the 5/8-inch Neptune T10 meters is our most prevalent meter by size. We do have a few "drive by" landscape irrigation meter reading systems in roadway medians due to safety concerns caused by nearby traffic. We also have one shopping center (mixed use development) area that has a Neptune system that allows water use data collection through a rooftop mounted collector. All water use data presently collected is simply one monthly consumption figure that does not provide any additional data points. Our current meter count provided below will increase prior to actual AMI fielding.

The following Table presents our City's current water meters by meter size.

Water Accounts by Meter Size	
Meter Size in Inches	Number of Meters
5/8	30,642
3/4	90
1	851
1 1/2	425
2	1,002
3	117
4	58
6	16
Total	33,201

Over the last several years, the City's financial management system transitioned from HTE to Tyler Munis. Recently, in January 2020, the City underwent the Utility Billing division's conversion to Tyler Munis. This transition will take six months to run smoothly; but can be fully expected to be ready to accomplish AMI implementation by the time it is envisioned to occur. City utility payments that are collected by the utility billing office include for water, sewer, waste services (trash), Household Hazardous Waste (HHW), and Drainage Fees. Tyler operates a password protected customer portal on the City's behalf to take credit card payments and allow the simple visualization of current and past monthly bills. There has been question if a more advanced AMI Customer Service Portal could be operated from or in conjunction with the same Tyler website link when AMI is implemented. The Tyler system in utility billing integrates with the CityWorks asset management and work order system to prepare work orders to the meter services team to do meter sets, disconnects, leak checks, rereads, and any other operational function. Completed work orders go back from CityWorks to Tyler.

AMI OBJECTIVES

The Allen City Council supports the near-term fielding an AMI system to bring our billing and customer service capabilities into the 21st Century. There is a need to provide customers and the City access to usage data and alert capabilities that we cannot provide through the current system. Both staff and the Allen City Council understand that there are myriad advantages to AMI over our current meter reading technology. Key among the AMI technology advantages to the City of Allen are:

- 1) Provides remote and near-continuous monitoring for water system problems. We realize that we can get pre-emptive prioritization and management of emergency maintenance issues using data-driven insights.
- 2) Adds the ability to locate and quantify customer leaks past the meter for water conservation purposes.
- 3) Provides capabilities to use data and analysis tools to make informed observations about customer behaviors and water usage patterns to improve water conservation in the distribution system as well as in customer homes or facilities.
- 4) Allows the City to bill water use 12-times per year on a 30/31-day billing interval rather than being subject to the challenges of managing the scheduling of walking meter-reading routes. Inconsistent meter read intervals is a routine customer complaint. Attaining consistent meter reading intervals is achievable using AMI.
- 5) Decreases the potential for meter reading errors by either touch read or manual input reading.
- 6) Provides customers the verifiable assurance that meter reads are done monthly, not averaged between several months, and that the reads were obtained "automatically" by AMI infrastructure; or entered "manually" by a meter services technician should AMI fail. The system retains the many monthly read data points for analysis beyond bill preparation.
- 7) Provides a customer website, or user portal; iOS, Windows and Android based access to a user portal that enhances water use monitoring, allows consumption, data analysis, provides leak alerts, provides high use alerts, provides tamper alerts, and other innovative software capabilities.

The City Council has endorsed the funding and fielding of AMI. There is no need for the consultant to budget time or expense to present AMI advantages to "sell" AMI to the Allen City Council. There is no need for any formal, detailed analysis of the water fund revenue advantages of AMI implementation. There is no need for the formal, detailed analysis to quantify water loss reduction from AMI fielding.

The City Council also endorsed the use of available Capital Improvement Funds to accomplish near-term AMI fielding.

After our initial PSC selection, the City desires to be quickly poised for AMI Selection Program Kickoff and RFP development.

SECTION IV

SCOPE OF WORK

The City expects the PSC to successfully manage the City's AMI Implementation Program from beginning to end and assist the City AMI Committee in selecting an optimum AMI solution for the City's circumstance and to meet expectations; and complete the project on schedule, in accordance with contract provisions, and within budget. The most desirable Consultant shall have extensive, verifiable experience in:

- Developing the scope of work and vendor selection criteria for AMI Implementation for utilities having water distribution systems similar in extent, complexity, and number of meters to the City of Allen.
- Experience in integration of AMI into the Tyler Munis Municipal financial management system; and experience integrating into the CityWorks asset management and work order system.
- Serving in a Project Manager capacity advising a City AMI Committee on vendor selection; and subsequently project implementation throughout the fielding and integration process.

We are expecting consultant proposals and costs to align with the Project Phases outlined below. PSC proposals should elaborate on their approach to each phase while keeping work elements, discussions, and Phase costing under our three designated phases.

1. Phase I -Preparation of the Technical Specifications

1.1 Phase I, Task 1 -AMI Program Kickoff

The PSC will conduct a "kickoff meeting" at the Allen City Hall where the PSC will present their City of Allen AMI Program Manager and other PSC associates. The City's "AMI Committee" (hereafter termed the Committee or AMI Committee) will be introduced. In this kickoff meeting, we will define consultant and City counterparts by name to communicate on issues/processes such as project management, utility billing, meter reading, Tyler Munis integration, City Works Integration, information technology, GIS, and any other area that the Consultant realizes requires points of contact are needed for effective coordination during the system evaluations, RFP, bid, and implementation processes. The combined group will understand the chain of command and communication between the City and the Consultant. During the meeting, the group will among other things determine procedures for data acquisition and review target dates for initiation and completion of Phase I tasks. The PSC should come to this meeting with an ambitious and detailed initial schedule to get us to issuance of the AMI RFP.

1.2 Phase I, Task 2 -Evaluation of Existing Systems, Infrastructure, and Organizational Structure

1.2.1 As part of this phase, as a minimum the consultant evaluation will include, but is not limited to:

1. Current City geography through our Geographic Information System (GIS) and other source material that may reveal a preference for a specific AMI technical solution as well as to determine areas where AMI meter reading could be problematic.
2. Details of the existing water system as they may affect an AMI proposal in the RFP process.
3. Details of the City's anticipated future build-out structure of our water system based on current planned land use and population that could affect or create a preference for possible AMI solutions.
4. Documenting the City's "vertical" infrastructure (water towers, sports field lighting masts, Fire Department warning siren masts, traffic signals, City owned street lighting) to assess our City infrastructure's capability to host AMI data collection systems.
5. Getting the current City meter numbers by size, rate class, or any other specific characteristic like meter set length that is important to RFP

- production, vendor selection and contract execution, and AMI installation
- 6. Getting the organization and relationships for financial management through the Tyler Munis financial system.
- 7. Understanding the current organization and relationships for asset management and work orders using the CityWorks asset management and work order system. This system is in use by both by Utility Billing and the meter services team.
- 8. The City's information technology capabilities as they may relate to AMI fielding.
- 9. Other areas where the consultant's experience may lead.

1.2.2 At the conclusion of this assessment, the consultant will make a presentation/discussion to the Committee on the latest AMI technologies as they relate to our system evaluation. The consultant should present information and recommendations in their presentation/discussion on Smart Meter, AMR, and AMI technology, alternatives, and capabilities including, but not limited to the following (paragraphs 1.2.2.1 to 1.2.2.9):

1.2.2.1 Smart/Advanced Metering Technology

The Consultant will present to the Committee information on smart metering technologies and will make recommendations for the most feasible and most suitable AMI technologies and equipment for the envisioned City application. At a minimum, the Consultant will discuss the following functionalities.

1. Requesting/receiving "on-request" data retrieval to allow City personnel to query the meter in real-time. Discuss impact on meter battery life versus this added capability.
2. Alarms or alerts that provide additional information on customer use or meter problems to allow for proactive resolutions.
3. Remote firmware updates for the meter transmission units (MTU) that allows for focused or system-wide updates and reduces technology risks.
Time synchronization of the MTU and the AMI HES to allow for complete system data synchronism. Citizens of Allen are interested in the retention of the exact meter reading time (Date/Hour/Minute) and type of read (automatic versus manual). Given that AMI records readings frequently, can the date and time of reading be retained?
4. Length of the included system warranty for batteries, the meter itself, etc.

1.2.2.2 Data Collection Network and Network Maintenance

The AMI Consultant will recommend the infrastructure required for system operation. In particular, the AMI Consultant will discuss/recommend the following:

1. Source for an RF Propagation Study from a licensed RF engineer or engineering firm to display the required exact location and height of all data collection equipment and coverage patterns. Will one study provide for the needs of all vendors in bid preparation? Do we require each potential vendor to conduct their own propagation study?
2. On-board battery backup for data collection hardware (receivers, collectors, etc.) to ensure their continued operation for a time in the event of primary power interruption.
3. Built-in provisions to prevent a history loss if a data collector fails and cannot be repaired for a few days.
4. Advantages/disadvantages of contracting with the AMI vendor to perform all collector system preventive maintenance and repair through an annual contract. This would include the vendor provision of any required collector system components and labor costs to repair infrastructure that is damaged or become inoperative within a specified time period.
5. The AMI Consultant will also discuss the advantages of collector systems that require the least amount of collection infrastructure while still providing overlapping coverage to provide for collection redundancy.

1.2.2.3 Communication Method

The AMI Consultant will discuss and recommend the highest level of protection from frequency interference levels. In particular, the AMI Consultant should demonstrate

expertise and provide recommendations in the following aspects of AMI:

1. Endpoint transmitted power and its effect on the battery.
2. Radio Frequency (RF) modulation used by the Endpoints (narrow band, spread spectrum, having a designated transmission frequency to the City of Allen, etc.) and the advantages of each type of modulation.

1.2.2.4. System Head-End Control Computer and Software

The AMI Consultant will advise the City on the following aspects related to system head-end control computer and software and will ensure that the agreed-on solution(s) is/are reflected in the solicitation for an AMI vendor and installer. In particular, the AMI Consultant will provide information and recommendations in the following areas:

1. Failover and disaster recovery provisions.
2. Scalability of the Head-End software and control computer. Systems capability to export data to third party software applications and direct database interface.
3. Data security and reliability and, in the Control Computer architecture, underlying database and provisions for ensuring that data is not lost once received by the Control Computer.
4. Data management software with user-defined queries to analyze consumption patterns and system alerts (high usage, leak alert, tamper alarms, water pressure, etc.).
5. System diagnostic software including
 - a. Mapping interface to graphically report endpoint and collection system equipment location and performance.
 - b. Capability of generating reports, tables, and text files.

1.2.2.5. Meter Data Management Software

The AMI Consultant will advise the City on the following aspects related to Meter Data Management Software (MDMS) and will ensure that the agreed upon solution(s) are reflected in the solicitation. The City has "CityWorks" as our asset management and work order system. CityWorks is now used to create and track meter services work orders for installations, cutoffs, restoration of services, leak detection, meter testing, meter re-reads, customer on site services, etc. CityWorks does interface with our City GIS system and the financial management system.

The AMI Consultant should demonstrate expertise with mobile workforce applications and in linking (interfacing) the selected AMI solution with an I-pad, tablet or tough book for field operations in order to create and fulfill work orders knowing that the City will continue to use CityWorks.

1. Basic Capabilities:
 - a. A browser-based application that runs on a server.
 - b. Scalable AMI software and Control computer.
2. Import / Export capabilities:
 - a. Interface to the City's billing software and customer web portal.
 - b. Support of GPS type data to identify locations of account geographically.
3. Meter Data
 - a. Ability to process and retain at least hourly, but desirability more frequently, time-stamped meter reading taken from all water meters and verify the percentage of reads received for particular areas and/or selected meter routes.
 - b. Ability to search for records matching specified information.
 - c. Ability to provide data on an hourly (or more frequently) basis for various applications:
 - d. Hourly (or more frequently) time-stamped meter reading taken from all water meters for monthly billing purposes.
 - e. Hourly (or more frequently) usage/consumption readings for resolution of customer billing disputes and improved customer service. Alarm data provided (leak, reverse flow, broken pipe, non-read, non-numeric read, tamper, possibly water pressure) for

identification of customer site problems.

- f. Capability to support demand read capability to the meter.
- g. Capability to store all incremental meter data information obtained from the base stations/collectors for an agreed upon period.

1.1.16 Meter Data Analytics (MDA)

1. Configurable validation routines with parameters defined at the meter, group, or population level.
2. Highly configurable validation routines not requiring the writing of code or the creation of scripts.
3. High/low analysis, gap identification, site-specific validation, historic average extrapolation estimations and linear interpolation extrapolation estimations.
4. Vacant consumption and restricted use analyses
5. Meter Data Reporting (MDR)
 - a. Standard reporting AMI Software
 - b. Geo-spatial/map view
6. Customer Web Portal
 - a. Accessible to customers using PC web browsers (Internet Explorer, Firefox, Google Chrome) or mobile web browsers used on Smart Phones from major manufacturers. A robust capability for customers to query their past recorded incremental readings/usages and be provided consumption reports, graphs, or tables and set up push notification of usage "triggers." Notification of leak alerts to the City as well as to customers that have established a portal account is mandatory.

1.2.2.7 Endpoint Installation

1. The AMI Consultant will recommend the most suitable and most cost-effective installation approach to managing the network, meter, and endpoint Installations. If all meters are replaced in our solution; the new meters must be placed back into service immediately in order to minimize service interruptions. The AMI Consultant will recommend a complete workflow for end to end installation process.
2. Should our solution replace only registers, the new registers must be placed back into service immediately in order to minimize service interruptions
3. The AMI Consultant will also advise on endpoint and network (meters and transceivers) installation contract management. Contractual items include installation sequence, installation schedule, response to complaints, improper installations, material scrap/disposal or sale, leaks after installation, installation control and audit procedures, installation/field testing control of hardware and software, and interface to AMI Control Computer.

1.2.2.8 Hosting

The AMI Consultant will recommend the most suitable and most cost-effective hosting arrangement for the AMI system including various hosting aspects:

1. Hosting the AMI software on City server/hardware onsite in City Hall versus a remote secure data center operated by a 3rd party.
2. Web portal access to the AMI data preserved for a specified length of time.
3. Responsibility and requirements for system uptime and downtime.
4. Management of services by the City under the scenario where an outside party administers the AMI system/data.

1.2.2.9 Staffing Considerations for Smart Metering Technologies

AMI project implementation will impact multiple organizations throughout the City, including meter field service, Information Technology, utility billing, customer service, finance, engineering, etc. The project will also be a high visibility effort that will be

viewed internally and externally as a transformational initiative.

The AMI Consultant will determine the resource modifications on impacted departments across the City organization for a successful AMI project. The solutions and more specifically, the MDMS system, provides many new reports and analytics capabilities to identify leaks, stopped or problem meters, tampering, etc. These capabilities are considered extremely valuable by the City of Allen and are essential for gaining the full benefits of the AMI system. The AMI Consultant will advise on the required dedicated resources and in particular, the following aspects to monitor the systems and achieve the desired benefits.

1. AMI Solution Implementation
2. Meter Maintenance, Disconnect/Cutoff/Replacement/Testing and Repair
3. Data collection system infrastructure
4. MDMS Operations and Billing System Support Team
5. Information Technology Organization
6. Utility Billing Call Center Resources including providing the new AMI Customer Portal Assistance
7. Organizational Structures

1.3 Phase 1, Task 3. Projected Schedule

The City estimates that the AMI project would take approximately 2 to 4 years from the date of PSC contract award to completion of meter installation. The quickest schedule subject to logical constraints is desirable to the City.

1.4 Phase 1, Task 4. AMI Program Strategy and Cost Range

The consultant shall discuss an AMI Program Strategy to use to develop an RFP for AMI implementation with timeline, phase and task, and a schedule for the implementation process, from RFP development for vendor selection to system installation and activation. This work shall include development of strategies to ensure quality and cost control associated with the AMI implementation. This step also requires the Consultant to offer the AMI Committee their projected vendor contract cost, or range of costs, for a contract to field potentially viable AMI solution for the City. This is the AMI system cost; not including the AMI Consultant's cost. Estimated cost must include the costs for an AMI vendor to potentially complete 100 percent meter or register replacement, the installation of all AMI related support equipment; achieving the successful implementation through the City financial system; integration as required with City Works; establishment of the customer portal and project acceptance. Estimates of long-term annual contractual services for data hosting, collector system maintenance, and the customer portal should also be provided.

2. Phase 2 Preparation of RFP and Selection of AMI Bidder

2.1 Phase 2, Task 1. Prepare Bid Documents

The selected AMI Consultant will prepare bid solicitation documents (RFP) that will be used by the City to request potential AMI suppliers to submit a proposal to the City (including quotation and schedule) to provide the required AMI system. The Finance Department's Purchasing Manager will be on the AMI Committee and must approve the solicitation as complete before issuance.

The consultant shall develop an RFP that is coordinated with the AMI Committee, meets state procurement procedures and federal/state legislative requirements, and has provisions to ensure the installation that the vendor completes is accomplished on time, in a quality manner, in compliance with budgeted expenses for the contract. The Consultant should ensure that the solicitation documents create a "level playing field", i.e. measurable evaluation criteria that will allow suppliers the same chances to receive the contract award and the obligations that they will be expected to enter. All requirements should be clearly expressed in terms that are conducive to receiving a enough responsive offers so that the outcome will best meet the City's needs. Shortly before RFP Issuance, the City of Allen Chief Financial Officer and Purchasing Office must verify that the projected fielding plan continues to meet the City Water and Sewer Fund's financial plans. This may involve informal City staff (AMI Committee) discussions of the RFP and project schedule with the City Executive Team (City Manager, Deputy City Manager, and CFO). If discussions with the Allen City Council on the project schedule or project- funding source become necessary, City Staff will plan

to manage that discussion. However, the City would request one PSC representative to attend that session in person at a City Council workshop presentation that would be typically limited to 45 minutes of discussion at a session starting at 6PM in a City Council Workshop setting at the Allen City Hall. The PSC would be available to offer professional insights into AMI capabilities, fielding schedule, cost range, solicitation approach; and other items/questions as appropriate.

Preparation of bid solicitation documents will cover the process of assembling and formalizing the information and documentation necessary for potential suppliers to prepare responsive and easily comparable offers.

2.2 Phase 2, Task 2. Develop RFP Potential Vendor List

Consultant shall compile a comprehensive vendor list based on AMI infrastructure and the implementation needs of the City. The consultant shall assist the City in the vendor solicitation process.

2.3 Phase 2, Task 3. Vendor Selection and Contract Negotiation

Consultant shall assist the City to develop a vendor selection process and a best value rating/scoring system that ensures selection of a quality AMI solution. A best value approach offers the ability to select other than the lowest bidder in order to obtain a more technology rich or capable AMI system. Consultant shall develop appropriate vendor evaluation criteria and coordinate the overall selection process that includes the AMI Committee participation. We foresee conduct of either on-site or Microsoft Teams vendor presentations by the two or three top ranked candidates. The City may want to visit cities that are operating with the top candidate AMI system(s). We will also want to see the operation, navigation, data analysis, alerts, and information services offered by the associated customer portal.

The vendor selection process will culminate in the selection of a preferred vendor/contractor by the City committee moderated and advised by the PSC.

The City:

- Desires a near-term AMI fielding with the potential to complete the program in either two or three fiscal years (FYs 21 and 22; or FYs 21, 22, and 23).
- Desires contracted installation of all new water meters or registers and associated AMI equipment. A vendor's past performance while installing the AMI system we select should demonstrate fielding success. The contracted installation may be with a separate vendor than the vendor from which the AMI system is obtained.
- Prefers to reuse our currently installed meter cans and cast-iron lids that have touch-read pads installed. If from a cost-perspective AMI system requiring replacement with nonmetallic lids are cost effective, those type systems should be considered.
- Desires a solution/vendor that demonstrates a proven record of accomplishment of seamless integration of the AMI system selected with Tyler Munis and CityWorks.
- Desires that the solution provide a robust customer service portal that provides the customer easy to understand and extensive analytical and "alert" capabilities through multiple communications avenues for customers that have registered for portal access and notifications. SMART phone access and "push information" on consumption, customer-initiated use alerts, leaks, and other data analysis is required. The City has no preference between an AMI "vendor managed" proprietary customer portal system versus one managed using AMI system data processed by a separate contractor than the vendor.
- Desires that the solution selected offers a firm fixed price future collection system operations and maintenance contract option for a set time into the future. A five-year firm fixed price for collection system maintenance or longer is desired. Solutions may also offer City-managed collector system maintenance options using vendor support contracts when issues arise. We do prefer the experts deal with the collector infrastructure.
- Desires a solution that offers "cloud based" data storage through a vendor supported system.
- Desires systems that offer longer warranties on the meters, meter batteries, and associated equipment.

- Desires 3rd party meter or register installation that considers all the variables possible during retrofit and plans to handle these to avoid issues of changed conditions.

2.4 Phase 2, Task 4 – Vendor Contract Negotiation

Consultant shall assist the City with the development of contract terms and project deliverables and assist with final contract negotiations with the selected vendor.

2.5 Phase 2, Task 5 – Review and Verify Final Contract

Consultant shall use data from the contract negotiations to provide an updated AMI program cost estimate and schedule that may include, but is not limited to, life-cycle equipment and operating costs, operating savings, staff decreases and increases by function, associated cash flows, inflation, and other considerations and constraints based on available information. Before contract award, the Consultant shall review and verify the final contract and assist the City staff with the presentation to the Allen City Council concerning the details of recommended solution at a City Council Workshop, Regular City Council meeting or potentially both.

3. Phase 3 – Project Integration and Implementation Management

3.1 Phase 3, Task 1 – Implementation Management

Consultant shall provide implementation management services acting as the City's Project Manager during the installation and implementation period. The AMI Consultant will serve as liaison between the AMI installation vendor and the City to ensure the dual goals of ensuring the AMI vendor performs the work adequately and in accordance with the contract; and that City staff Committee remains apprised of issues and project progress. The services during this period are at minimum expected to include the following:

- Preparation and dissemination of periodic update reports on the AMI installation progress versus established schedule
- Providing clarifications and answers to AMI or installation vendors' requests for information as needed
- Providing direction and technical assistance in resolving installation issues in the field
- Providing direction and technical assistance in resolving technology commissioning issues that may arise including functionality of the customer portal
- Manage project scope and change order management/negotiation, issue and problem management, cost and budget management, and risk management. All changes in projects costs must be coordinated with the AMI Committee and specifically the Purchasing Manager.
- We anticipate the PSC will conduct a beta test for a citywide sample of retrofitted registers or meters through the installed collection system to verify system functionality through to preparation of bills.

3.2 Phase 3, Task 2 -Integration with the AMI system and the City of Allen Financial System.

Consultant shall manage/assist the City in integrating the AMI system with the financial system and data management infrastructure (cloud storage or in-house data storage) to ensure a smooth transition with no disruption in the meter-to-cash process for City customers. Consultant shall conduct workshops with selected vendor and the City to establish detailed functional and integration requirements. These workshops should include fit/gap analysis of systems and business processes, best practice recommendations, and possible key performance indicators.

3.3 Phase 3, Task 3 – Integration and implementation of the Customer Website/Portal

Consultant shall manage the integration of a customer website/portal with the data management infrastructure (cloud storage or in-house data storage). Consultant shall conduct workshops with selected vendor and the City to establish detailed functional and integration requirements. A vendor that offers in addition to portal maintenance; a capability to assist customers in portal access/registration and instruction on customer use of available functions; or offers an array of available customer self-help video instruction (like on YouTube), is desired to *consider* as an option to City offering

customer service instruction on the portal system.

3.4 Phase 3, Task 4 – Organizational Change Management

Consultant shall assist the City with any organizational change management necessary to maximize the efficiency and benefits derived from the AMI system. Consultant shall lead workshops to design the “to be” business processes associated with managing AMI meters and AMI meter data and assisting the City with identifying and implementing the organizational changes necessary for the new business processes and systems.

3.5 Phase 3, Task 5 – Training

Consultant shall provide a plan to train all necessary City personnel on how to operate and maintain the AMI system. Consultant shall develop a training program that incorporates the outcomes of the organizational change management tasks in Section 4.4 to ensure all of City staff are appropriately trained prior to, during and after AMI implementation.

3.6 Phase 3, Task 6 – Quality Assurance and Quality Control

Consultant shall develop a quality assurance and quality control plan for AMI implementation. Consultant shall create strategies for conducting and monitoring the results of component testing, integration testing, performance testing, and acceptance testing. This would include a small sample Beta test of installed AMI meters to verify that proper meter reads are transmitted to the collectors, and proper billing follows data transfers to the financial system. This phase may also include a small sample size of customers that initially gain access to the new portal/customer website. Should the portal software selected be of well-known reliability and quality, this may not be necessary.

3.7 Phase 3, Task 7– Post-Implementation Support

A stabilization period of at least 6 months is anticipated following the completion of AMI implementation during which the Consultant shall assist with a monitoring plan for the AMI system, assess how well the new business processes are being executed, and assist the City with making any necessary corrections and getting warranty support from the selected vendor.

3.8 Phase 3, Unforeseen Tasks Related to Scope of Work

During the work, conditions may occur that were not planned, anticipated, or foreseen, and services related to but outside of the Scope of Work. – For this proposal, the consultant’s proposed fee for extra tasks shall be calculated/proposed by the contractor using the same time and materials costs used in the consultant’s basic contract. The City of Allen reserves the right to exercise its option to delete or proceed with any proposed extra tasks; and to negotiate the added costs to a mutually agreed upon cost. These extra tasks shall not be started without written authorization from the City.

NOTE: *All plans and other documents prepared by the Consultant on behalf of the City of Allen shall become the sole property of the City. The above scope is preliminary in nature and intended to provide respondents with the right to expand and/or reduce the preliminary Scope of Work as may be deemed appropriate.*

SECTION V

PROPOSAL REQUIREMENTS AND EVALUATION CRITERIA

SUBMITTAL FORMAT

The City of Allen discourages lengthy and costly proposals, however, for the City to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide the information requested.

The City will require both paper and electronic submissions for this proposal. All paper submittals will be sealed and received by the City of Allen Purchasing Office. Proposals shall be sealed and clearly marked: Vendor Name, Bid Title, Bid Number, and Opening Date on the outside of the package containing the bid. The paper or hard copy submissions will be used by the evaluation team for individual review.

Electronic responses will be submitted via our online bidding system (<http://allentx.ionwave.net>). Electronic responses will be used for the scoring process of each proposal. To be considered a responsive bidder, each proposer must submit both paper and electronic versions for the review and evaluation process. If you are not a registered vendor in our system, please register at (<http://allentx.ionwave.net>

When submitting the written proposal, the vendor shall submit one original set and **seven** copies of all proposal documents. Each of the seven (7) copies of the response shall be bound using a semi-permanent binding method, to ensure that pages are not lost. Semi-permanent binding can include staples but not paper clips. A maximum of 10 single-sided pages (not including proposal, references and professional service fee) will be allowed. Pages shall be no larger than letter-size (8 ½" by 11"). Font shall be "Calibri" and shall not be smaller than 12 pt. Margins shall be such that it is readable with binding type by no narrower than .5". Elaborate covers, binding, dividers, etc. are not required. Your responsiveness to these requirements will greatly facilitate the evaluation process. The proposal shall remain the property of the City of Allen. The original copy shall be unbound and clearly marked **"Original"**.

In order to be considered as responsive, the Proposer shall submit with their Proposal, such documentation as is necessary or required to attest to the company's capabilities and qualifications to perform the work as specified and all aspects of this contract in a competent manner. RFP responses shall be submitted professionally to include clearly identifiable sections, in the same order for each section as required.

Applicants should not contact any other staff before, during, or after the RFP process with any inquiries about the progress of selection or status of any submittal. All respondents will be notified when short-listed status has been finalized.

EVALUATION CRITERIA	
PROPOSAL AND PROJECT TEAM-	50%
BACKGROUND and EXPERIENCE-	30%
FEE-	20%

PROPOSAL AND PROJECT TEAM (50%)

Submission of a response presumably provides permission for the City to make inquiries concerning the respondent, its officers, and others employed by the prospective firms. Any proprietary information that the consultant does not want disclosed to the public shall be so identified by the consultant on each page in which it is found. Data or information so identified will be used by City of Allen solely for the purpose of evaluation and contract negotiations.

Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform the scope of work as described herein.

The Proposer Must:

- 1) Provide understanding of the nature of the project and describe how its proposal will best meet the needs of the City presented in the Scope of Work.
- 2) Define its approach in providing the services. Define its approach in identifying the tasks necessary to meet requirements.
- 3) Describe the team's approach to Project Management and Quality Assurance.
- 4) Provide a sample Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables, and staffing. This can be a work plan or schedule from a prior entity's AMI project.
- 5) Present innovative concepts for consideration.
- 6) Define its strategy for project team organization and task assignments
- 7) Describe the value added of their consulting proposal over others that may be interviewed in the final selection process.

In this section, each proposer should describe the qualifications and experience of all key personnel that will be assigned to this project. Resumes, including education, background, accomplishments, years' experience and any other pertinent information to AMI/AMR must be included for each Allen Project Team Member. The personnel qualifications and experience provided should state each project team member's contribution to prior projects and to the Allen project.

BACKGROUND AND EXPERIENCE (30%)

In this section of the proposal, each Proposer should describe company background and experience and how the experience is relevant to the tasks listed in the City of Allen AMI Scope of Services.

Each proposer should describe the most relevant similar projects undertaken by their company from January 1, 2015 to the present. Projects still underway may also be referenced. The proposer's experience should be submitted in the tabular or list format labeled as Relevant Experience, to be submitted with your proposal. The document should place the most current project references first. For each listed project, the proposer should provide:

- 1) The name and address of the client;
- 2) The name, e-mail, and telephone number of the client's contact person(s), including the contact persons' City Department (Finance, IT, Public works, etc.);
- 3) The starting and ending dates of the project (contract term); ongoing projects are acceptable to list;
- 4) Number of meter connections in the project;
- 5) The total dollar amount of the AMI fielding project (not consultant cost, the AMI fielding cost);
- 6) A brief description of the project;
- 7) What AMI manufacturer/vendor was selected for the AMI system fielded?
- 8) Did the project involve integration with Tyler Munis financial management system?
- 9) Did the project involve initial setup or modification to an existing customer portal? If so, what commercial software or proprietary software system was selected for the project?
- 10) Did the project involve integration of an AMI system with the CityWorks asset management and work order system?

References and Proprietary Information

Each proposer may include a minimum of three (3) references, up to a maximum of five (5); however, only complete entries will be considered. Because the City may contact a representative sample of the listed clients as references for the proposer during the evaluation process, the proposer should verify that all client e-mails and telephone numbers are current. The City's AMI Committee may also consider any Proposer's past performance while working for the City of Allen in any capacity.

FEE (20%)

In this section each proposer must provide a fee and how it's obtained, based on each Phase of **Section IV: Scope of Work:**

Phase 1	\$	FEE
Phase 2	\$	FEE
Phase 3	\$	FEE

EXHIBITS (complete and return with proposal)

- 1 CERTIFICATE OF INSURANCE
- 2 AFFIDAVIT OF NO PROHIBITED INTERESTS
- 3 CONFLICT OF INTEREST QUESTIONNAIRE
- 4 CONFLICT OF INTERESTED PARTIES 1295
- 5 BIDDERS QUALIFICATION STATEMENT
- 6 SUPPLEMENTAL INFORMATION
- 7 BID ENDORSEMENT

All Exhibits must be completed and submitted with the proposal to be considered responsive.

Submittal Format Checklist:

- ✓ Proposal and Project Team
- ✓ Personnel Qualifications and Experience of Project Team
Background and Experience
- ✓ Fee
- ✓ Exhibits (all Exhibits must be completed and submitted)

EVALUATION

Evaluation Process

Each response will be reviewed to determine if it is complete by each reviewer of the selection committee. Should one reviewer find the submittal unresponsive, the submittal will not qualify for further evaluation by the committee. Consequently, the City of Allen reserves the right to eliminate any response, which is deemed to be substantially or materially unresponsive to the requests for information contained in this section. The intent of this format is fairness and consistency in review for all those that participate. Proposals will be evaluated with respect to the content of the submittal and substantiating evidence presented therein, and not based on what is inferred.

Proposers must submit with their bid proof of insurance. The awarded contractor must provide the city with their certificate of insurance, meeting all the city's insurance requirements within five (5) working days of award notification. Failure to provide the city with a certificate of insurance, meeting all the city's insurance requirements within five (5) working days of award notification may result in the city awarding the contract to another contractor.

Schedule of Events (Central Standard Time)

Request for Proposal Issued	July 23, 2020
Advertise	July 23 & 30, 2020
Pre-Bid Meeting or Teleconference	August 6, 2020 2:00 PM
Deadline for Written Inquiries	August 10, 2020 5:00 PM
Deadline for posted addenda	August 13, 2020 5:00 PM
Submission of Proposal (Due Date)	August 20, 2020 2:00 PM
Evaluation Committee Review	Through September 11, 2020
Consultant Short-List Announced	September 11, 2020
Reserved for Interviews if needed	September 14 – 21, 2020
(Tentative) Council Workshop Presentation	November 10, 2020 6:00PM
(Tentative) Council Award -Regular Council Meeting	December 8, 2020 7:00 PM

Overview

The City's "AMI Committee" will review and evaluate responses to the RFP and conduct interviews. The City of Allen's AMI Committee will be comprised of

- 1) Purchasing
- 2) Community Services (Public Works)
- 3) Water and Sewer
- 4) Information Technology
- 5) Finance
- 6) Utility Billing

The Committee may also retain additional firms or individuals with specialized expertise to advise or assist in analyzing the RFP responses. Should the Selection Committee engage a non-employee individual or firm to advise or assist in the analysis of the RFP, that individual or firm would be required to submit a letter affirming that no conflict of interest exists and full compliance with disclosure requirements.

SECTION VI – EXHIBITS

EXHIBIT 1

CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

- (a) Vendor on City property or public right-of-way for the City of Allen shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage's as required herein or that the subcontractors are included under the contractor's policy.
- (b) All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

User shall during the term hereof maintain in full force and affect the following insurance: The City reserves the right to amend or require addition all types depending on the nature of the work.

Contracts in the Amount of \$0-\$100,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate. or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation to apply
2. Business Auto Liability	\$500,000 combined single limit	Owned, non-owned, and hired vehicles
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Contracts in the Amount of \$100,000-\$1,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: f) Premises/Operations g) Products/Completed Operations h) Independent Contractors i) Personal Liability j) Contractual Liability	\$1,000,000 each occurrence \$2,000,000 general aggregate \$2,000,000 Umbrella/ Excess Liability	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> \$1,000,000 per occurrence \$1,000,000 aggregate or \$1,000,000 combined single limits 	City to be named as a additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5.a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Contracts in the Amount of \$1,000,000-\$8,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: k) Premises/Operations l) Products/Completed Operations m) Independent Contractors n) Personal Liability o) Contractual Liability	\$2,000,000 each occurrence, \$4,000,000 general aggregate \$4,000,000 umbrella	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> • \$1,000,000 per occurrence • \$2,000,000 aggregate or, • \$2,000,000 combined single limits 	City to be named as additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

All Contracts over \$8,000,000 must contact Risk Management for insurance specifications All Certificates of Insurance need to reference job or contract number in comments section.

Questions regarding insurance should be directed to the City of Allen Purchasing Division (214) 509-4630 or the City of Allen Risk Administrator at (214) 509-4685. This form must be signed and returned with your quotation to verify that you can and will meet the insurance requirements listed herein should you be selected to perform work for the City and will provide the certificates of insurance acceptable to the City.

Indemnification.

Company shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries, (including death), claims, property damages, (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of Company, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom Company is legally responsible (hereinafter "Claims"). Company is expressly required to defend City against all such Claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Company in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Company's obligation to defend City or as a waiver of Company's obligation to indemnify City pursuant to this Contract. Company shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Company fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all costs incurred by City. Neither party shall be liable to the other for special, indirect, consequential or punitive damages for any reason.

City of Allen Project or Bid Number: _____

PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE

WORKERS COMPENSATION INSURANCE COVERAGE DEFINITIONS

A. Definitions:

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entities' employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project had been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in § 406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes person to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meet the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The contractor must provide a certificate of coverage to the governmental entity with bid submittal.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all person providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44), for all its employees providing service on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing the services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom its contracts, and provide to the contractor;
 - (A). a certificate of coverage, prior to the other person beginning work on the project; and
 - (B). a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self- Insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal, penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

EXHIBIT 2
AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter Section 10.05.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor

By:_____
Signature

(Print Name)

(Title)

STATE OF TEXAS §

COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2020.

Notary Public, State of Texas

EXHIBIT 3

CONFLICT OFINTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3	Name of local government officer about whom the information is being disclosed.
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Name of Officer

4	Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.
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A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? Yes No

5	Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds an ownership interest of one percent or more.
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6	
<input data-bbox="155 1533 211 1535" type="checkbox"/>	Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 _____
 Signature of vendor doing business with the government entity _____ Date _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES**FORM1295**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
5 Y Check only if there is NO Interested Party.			

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____
(street) (city) state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity (Declarant) _____

EXHIBIT 5
BIDDERS QUALIFICATION STATEMENT

Project: Bid No. _____

Contractor: _____

Indicate One: Sole Proprietor Partnership Corporation

Name: _____ Partner: _____

Title: _____ Title: _____

Address: _____ Address: _____

City _____ City _____

State & Zip: _____ State & Zip: _____

Phone: _____ Phone: _____

State and Date of Incorporation, Partnership, Ownership, Etc. _____

Location of Principal Office: _____

Contact and Phone at Principal Office: _____

Liability Insurance Provider and Limits of Coverage: _____

Workers compensation Insurance Provider: _____

Address: _____

Contact _____

Number of Years in Business as a Contractor on Above Types of Work:

Claims and Suits (If the answer to any of the questions is yes, please attach details):

Has your organization ever failed to complete any work awarded to it?

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?

Has your organization filed any lawsuits or requested arbitration regarding construction contracts within the last five years?

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

List your most current agreements/contracts, with information, like the type of work bid.
(Use Additional Sheets if Necessary)

Project:_____

Project Description:_____

Owner/Agency:_____

Contact Person:_____Contract Price:_____

Phone:_____Email _____

Project:_____

Project Description:_____

Owner/Agency:_____

Contact Person:_____Contract Price:_____

Phone:_____Email _____

Project:_____

Project Description:_____

Owner/Agency:_____

Contact Person:_____Contract Price:_____

Phone:_____Email _____

Bank References (List Institution, Address, Contact Person, and Phone):

EXHIBIT 6
SUPPLEMENTAL INFORMATION

Please provide the following information for contract development:

Is the company a	1	Sole Proprietorship	_____Yes_____No?
	2.	General Partnership	_____Yes_____No
	3.	Limited Partnership	_____Yes_____No
	4.	Corporation	_____Yes_____No
	5.	Other	_____Yes_____No

If the company is a **sole proprietorship**, please list the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

If the company is a **general partnership**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

If the company is a **limited partnership**, please list the exact name of the limited partnership, whether it is a limited partnership formed under the laws of the State of Texas or another state, the business address for the limited partnership, including the state and county, and list the names of all the general partners for the partnership:

If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

If the company is **another entity** not listed above, please list the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf:

Is the company a minority, or woman owned business enterprise?

_____No _____Yes if yes, specify _____MBE _____WBE

Has the company been certified as a minority/woman owned business by any governmental agency?

_____No _____Yes

If yes, specify the governmental agency: _____

Date of certification: _____

**EXHIBIT 7
BID ENDORSEMENT**

BID ENDORSEMENT

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

SUBMITTED BY:

(OFFICIAL Firm Name)

By: _____
(Original Signature) **Must be signed to be considered responsive**

(Typed or Printed Name)

(Title) (Date)

Remittance

Address: _____

(Zip Code)

Phone #: (____) _____

Fax #: (____) _____

E-Mail Address: _____

If an addendum is issued for this bid, please acknowledge receipt.

ADDENDUMS/AMENDMENTS: 1) _____ date acknowledged
2) _____ date acknowledged
3) _____ date acknowledged

EXHIBIT 8
CONTRACT DRAFT

TO BE EXECUTED AT PROPOSAL AWARD AND APPROVAL

STATE OF TEXAS	§	DRAFT
	§	AGREEMENT FOR PROFESSIONAL
COUNTY OF COLLIN	§	SERVICES

This agreement (“Agreement”) is made by and between the City of Allen, Texas (“City”) and [Insert Name of Entity-check secretary of state for correct legal entity name], a [insert type of entity e.g. Texas limited partnership] (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist the City in [insert name or description of Project] (the “Project”) on the terms and conditions set forth in this Agreement; and

WHEREAS, the Professional desires to render services for the City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I Term

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II Scope of Service

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services. The Professional shall perform the services: (i) with the professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be. If the Professional is not a

licensed engineer or registered architect, the Professional shall perform the services: (i) with the skill and care ordinarily provided by similar consultants practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent consultants.

2.2 The City shall, prior to commencement of services, provide the Professional with the information set forth in the Scope of Services, if any.

2.3 Licenses. Professional represents to City that Professional possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Professional's services pursuant to this Agreement.

2.4 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the standard of care applicable by law to the services performed hereunder.

2.5 Upon execution of this Agreement the City has the right to use the Professional's instruments of service, including but not limited to reports, maps, cost estimates, recommendations or other deliverables for the Project, provided that the City substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The City's employees, agents, contractors and subcontractors may reproduce applicable portions of the instruments of service for use in performing services or construction for the Project. Upon payment of all amounts due Professional hereunder, all deliverables, materials and reports prepared by the Professional in connection with this Agreement shall become the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such deliverables, materials and reports only for those purposes for which they were intended. Subject to the foregoing, Professional shall, upon completion of the services, or earlier termination, provide the City with the deliverables, drawings, reports, maps, and materials prepared by Professional as set forth in the Scope of Services.

Article III Schedule of Work

The Professional agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services. Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed

monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charges for such service, reimbursable expenses, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein. The final payment of the compensation shall be made after satisfactory completion of the services following the City acceptance of the study, report, recommendation or other work set forth in the Scope of Services, and the submittal of "AS BUILT" drawings, or record drawings, as applicable.

42 Unless otherwise provided in the Scope of Services the Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

43 The hourly rates set forth in the Scope of Services, if any shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

Article V

Devotion of Time; Personnel; and Equipment

51 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

52 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The Professional shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder and shall not otherwise be reimbursed by the City unless otherwise provided herein.

53 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

54 The Professional shall submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished

and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI

Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Right-of-Access. The Professional shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Professional will take reasonable precautions to minimize damage to the private and public

property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City:

Eric Ellwanger
City Manager
City of Allen, Texas
3rd Floor, Allen City Hall
305 Century Parkway
Allen, Texas 75013
214.509.4110 - telephone
214.509.4118 - fax

With a copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201
214.965.9900 – telephone
214.965.0010 - fax

If intended for Professional:

{Insert the Professional Information}

Attn: _____

_____ - telephone

_____ - fax

6.10 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a commercial general liability policy of insurance for bodily injury, death and property damage including the property of the City, its council, officers, contractors, agents and employees (collectively referred to as the “City”) insuring against all claims, demands or actions relating to the work and services provided by the Professional pursuant to this Agreement with a minimum limit per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations; (ii) automobile liability insurance covering all vehicles owned, non-owned and hired and/or operated by Professional, its officers, agents, independent contractors and employees, and used in the performance of this Agreement with policy limits

of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage; (iii) statutory Worker's Compensation and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00; and (iv) Professional Liability with policy limit of not less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, covering negligent acts, errors and omissions by Professional, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement. Such professional liability insurance shall be annually renewed and remain in effect for not less than twenty-four (24) months after substantial completion of the services.

- (b) All insurance shall be endorsed to provide the following provisions: (1) name the City, its council, officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non- renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Consultant shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. All policies must be written on a primary basis, non- contributory with any insurance coverage and/or self-insurance maintained by the City
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Professional shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Professional by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this contract as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If during the contract period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City of Allen.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform the City of Allen of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.12 Indemnification. PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS.

THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist

of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15 Prohibition of Boycott Israel. Professional verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This section does not apply if the Professional is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2020.

CITY OF ALLEN, TEXAS

By: _____
{insert name and title of city representative authorized
to execute on behalf of city e.g. Eric Ellwanger, City
Manager}

ATTEST:

By: _____
Shelley George, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED this _____ day of _____, 2020.

**(INSERT THE LEGAL ENTITY NAME OF
PROFESSIONAL)**

By: _____
Name {insert name of representative}
Title: {insert title of representative}