



Notice To Service Providers

Advanced Metering Infrastructure (AMI)

#1006

A **Formal Request for Proposal** for the above project is posted on our city website: <https://www.stcharlesil.gov/bids-proposals>

Brief Description:

The City of St. Charles (City) seeks consulting services from a utility industry expert in Advanced Metering Infrastructure (AMI) systems and implementation. The chosen expert will guide City efforts in identifying and defining a future facing and comprehensive set of Requirements for an AMI System, prepare a complete set of bid documents for AMI vendor proposals, evaluate AMI vendor offerings, and make a recommendation for the best solution for St. Charles.

As an option, the Proposer may provide qualifications and pricing for implementation services.

Targeted Timeframe for Solicitation *(subject to change without notice)*

RFP published	https://www.stcharlesil.gov/bids-proposals	Friday	Mar 15, 2019
Questions due prior to 8:00am	Procurement@stcharlesil.gov	Monday	Apr 1, 2019
Answers published	https://www.stcharlesil.gov/bids-proposals	Wednesday	Apr 10, 2019
Responses to RFP due prior to 8:00am	reference sealed bid label	Wednesday	Apr 24, 2019
There will not be a public opening.			
Invitations to Interview	notification via e-mail	Early wk of	May 6, 2019
Interviews	2 East Main St; St. Charles, IL	Late wk of	May 6, 2019
Council Award	public City Council Meeting	Late May	

Bid Bond of 10% is NOT required.

This project is a Not to Exceed Fixed Fee contract with all associated costs identified for each project deliverable. Proposer is invited to offer additional pricing for Implementation services.

Solicitation Document includes:

Section 1: Notice to Professional Service Providers
Instructions to Proposers for Professional Services
Special Provisions for Professional Services
Requirements and Specifications

Section 2: Proposal Response Documents
Page 1: Response Cover Page
Page 2: Response Signature Page
Page 3: Response Cost Proposal Page
Page 4: Certification of Compliance
Page 5: **Service Provider Response Requirements**
Page 6: Customized Mailing Label for Sealed Submittal

Section 3: Award Document
Exhibit A: Section 1 of the Solicitation Document and all Addenda
Exhibit B: Awarded Proposal Response Documents and Clarification Documents
Exhibit C: Insurance Requirements
Exhibit D: Change Order Document

INSTRUCTIONS TO PROPOSERS FOR PROFESSIONAL SERVICES

Solicitations are open to all qualified firms actively engaged in providing the services specified and inferred.

SOLICITATION PROCESS

Request for Proposal:

- 1) The City of St. Charles solicits qualified firms for Professional Services.
- 2) Firms are qualified based on either
 - a) A public formal Request for Qualifications which may be either a separate solicitation or incorporated within a formal Request for Proposal
 - b) Prior experience with the City's facilities, equipment, infrastructure, or issue at hand.
- 3) It is the responsibility of the Proposer to seek clarification of any requirement that may not be clear. Questions concerning this request shall be submitted via e-mail to Procurement@stcharlesil.gov prior to the last date for questions as reflected on the cover page of this document. A written response in the form of an addendum will be published by the date stated.
- 4) Proposers shall acknowledge the receipt of any addendum on the cover page of their proposal (*provided*).

The Cone of Silence:

- 5) The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences.
- 6) During the period beginning with the issuance of the Request for Proposal through the execution of the award document, proposers are prohibited from all communications regarding this request with City staff, City consultants, City legal counsel, City agents, or elected officials.
- 7) Any attempt by a proposer to influence a member or members of the aforementioned may be grounds to disqualify the proposer from participation in this solicitation

Exceptions to the Cone of Silence:

- 8) Written communications directed to Procurement@stcharlesil.gov
- 9) All communications occurring at pre-bid meetings
- 10) Oral presentations during finalist interviews, negotiation proceedings, or site visits
- 11) Oral presentations before publicly noticed committee meetings
- 12) Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.
- 13) Procurement of goods or services for Emergency situations

INVESTIGATION:

- 14) It shall be the responsibility of the Proposer to make any and all investigations necessary to become thoroughly informed of what is required and specified.
- 15) If a work site is involved in this solicitation, and the site of the work is:
 - a) An area restricted from the general public, an opportunity will be provided for proposers to perform this inspection.
 - b) An area open to the general public, the proposer may perform their inspection at a time of their choosing.

PROPOSALS:

- 16) Proposals must be structured as stated in the Special Provisions for Professional Services section of the Request for Proposal.
- 17) Documents should not utilize binders, folders, tabs or papers larger than 8.5 X 11.
- 18) Delivery of a proposal is acceptance of the City's Contract for Professional Services (*attached*). Proposals containing terms and conditions contrary to those specified may be considered non-responsive.

Signatures as Offer:

- 19) Under the conditions of the Uniform Commercial Code, the signing of the proposal by the proposer constitutes an offer. If accepted by the City, the offer becomes part of the contract.
- 20) Signatures (*reference signature page*) by
 - a) Individuals or sole proprietorships shall be signed by a person with the authority to enter into legal binding contracts. Said individual shall use his usual signature.

- b) Partnerships shall be signed with partnership name by one of the members of the partnership, or an authorized representative, followed by the signature and title of the person signing.
- c) Corporations shall be signed with the name of the corporation, followed by the signature and title of person authorized to bind it in the matter.

Withdrawal of Offers:

- 21) Offers may be withdrawn at any time prior to the due date. Requests to withdraw an offer shall be in writing, properly signed, and received at Procurement@stcharlesil.gov prior to the due date.
- 22) Offers may not be withdrawn after the due date without the approval of the Procurement Division Manager.
- 23) Negligence in preparing an offer confers no right of withdrawal after opening/due date.

Timeframe and Consequences:

- 24) Offers must be received before the time stated on the cover page of this document.
- 25) Offers received after the stated time will be returned to the sender without review. Offers received late that may be attributed to delays by overnight delivery services, or by delivery services trying to deliver when offices are closed, will be considered late and returned to the sender.
- 26) Unless otherwise specified in the solicitation, offers shall be binding for ninety (90) calendar days following due date.

Receipt of Formal Offers:

- 27) Firms submitting formal offers will be identified on a formal List of Proposers published on the city's website www.stcharlesil.gov within two business days.

TAXES:

- 28) The City is exempt by law from paying sales tax on goods, equipment, and products permanently incorporated into the project, from State and City Retailer's Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax.
- 29) The City's Sales Tax Exemption Number is E9996-0680-07.

EVALUATION of Offers

Rejection of Offers

The city reserves the right to reject any and all offers in whole or in part according to the best interests of the City.

Receipt of One (or too few) offers

- 30) If the City receives one or too few proposals, as defined by the City, the City may reschedule the due date. The offers received will either be:
 - a) returned unopened to the Proposer for re-submittal at the new due date and time, or
 - b) if there are no changes in requirements, and pending agreement with the Proposer, held until the new due date and time.
- 31) If the request was publicly broadcast, and the City did not receive any proposals, the City may negotiate with any interested parties.

Confidential Information

- 32) Proposals are subject to Illinois State FOIA requirements including the following exemptions:
 - a) (5 ILCS 140/7) (From Ch. 116, par. 207) Sec. 7.
 - b) Exemptions. (1) The following shall be exempt from inspection and copying: (g) Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business and only insofar as the claim directly applies to the records requested.
- 33) ***Proposers considering requests to be proprietary and confidential should submit an additional redacted offer. Failure to do so may result in information becoming available to the public.

REQUIREMENTS if Awarded the Work:

Insurance:

- 34) The successful Proposer, if awarded by contract, will be required to carry insurance acceptable to the City. (*Reference Contract Exhibit C*).
- 35) Certificates of Insurance, Endorsements, and a Waiver of Subjugation must be submitted with the execution of the contract.
- 36) The Proposers obligation to purchase stated insurance cannot be waived by the city's action or inaction.

Security Clearance:

- 37) Background checks inclusive of finger printing MAY be required for service providers working in secured areas. Service providers will submit a list of employees' names to the Project Manager who will coordinate the background checks with the city's police department.
- 38) Anyone with a background history showing a conviction for a felony; theft history of any kind, sex offense history, or any crime involving moral turpitude, illegal drug or narcotics use, sale or possession, or anyone showing a felony charge pending, or who has any outstanding warrants of any type, including misdemeanor traffic or felony warrants, may be subject to arrest, and will not be allowed to work under this contract.

AUDIT:

- 39) The successful Proposer may be audited by the City or an agent of the City. Audits may be at the request of federal or state regulatory agencies, other governmental agencies, courts of law, consultants hired by the City or other parties which in the City's opinion requires information. Data, information and documentation will include, but not be limited to, original estimate files, change order estimate files, detailed worksheets, subcontractor proposals, supplier quotes and rebates, and all project related correspondence, and subcontractor and supplier change order files.

PROTESTS:

- 40) Any Proposer who claims to be aggrieved in connection with the selection process, a pending award, or other reasonable issue may initiate a protest.
 - a) Protests involving the solicitation process must be presented in writing to Procurement@stcharlesil.gov no later than the last date for questions as reflected on the cover page of this document.
 - b) Protests involving the evaluation of offers, staff recommendations, or the award process must be submitted in writing to Procurement@stcharlesil.gov no later than three business days after Recommendation for Award is publicly posted.
- 41) Protests must include: the name and address of the protestor; the title and solicitation # of the solicitation; and if available: if an award has been recommended, the city public meeting agenda #, the award document number, identification of the procedure that is alleged to have been violated; precise statement(s) of the relevant facts; identification of the issue to be resolved; protestor's argument and supporting documentation (Exhibits, evidence, or documents to substantiate any claims).
- 42) A person filing a notice of protest will be required; at the time the notice of protest is filed, to post a bond in the form of a cashier's check in an amount equal to twenty-five percent of the City's estimate of the total volume of the award, or \$1,000, whichever is less.
 - a) If the decision of the Protest does not uphold the action taken by the City, then the City shall return the amount, without deduction, to the Proposer filing the protest.
 - b) If the decision of the Protest upholds the action taken by the City, then the City shall retain the amount of the cashier's check in payment for a portion of the cost and expense for time spent by City staff in responding to the protest and in conducting the evaluation of the protest.
- 43) Upon receipt of the notice of protest, the Procurement Division Manager shall stop the award process.
 - a) The Procurement Division Manager will rule on the protest in writing within two business days from receipt of protest.
 - b) Appeals of the Procurement Division Manager's decision must be made in writing within two business days after receipt thereof and submitted to the City Administrator for final resolution. Appellant shall have the opportunity to be heard and an opportunity to present evidence in support of the appeal.
 - c) The City Administrator's decision is final.

Special Provisions for Professional Services

Advanced Metering Infrastructure (AMI) #1006

Part 1: REGARDING THE SOLICITATION PROCESS:

A) Submittal Structure:

- 1) Response Cover Page will be page 1 of your submittal (*attached*)
- 2) Response Signature Page will be page 2 of your submittal (*attached*)
- 3) Response Price Proposal Page will be page 3 of your submittal (*attached*)
- 4) Certification of Compliance will be page 4 of your submittal (*attached*)
- 5) Service provider Requirements (*attached*), and the requested attachments, will be page 5+ of your submittal
- 6) Submit, in a sealed envelope identified with the enclosed label:
 - i) 1 original for Procurement
 - ii) 1 original for Project Manager
 - iii) 1 file copy via USB Flash drive for Procurement identified with solicitation # and project name.
 - iv) If your proposal includes confidential information as defined by FOIA (5 ILCS 140/7) (From Ch. 116, par. 207) Sec. 7 provide
 - (a) 1 redacted original identified as REDACTED ORIGINAL
 - (b) 1 file copy on the same above USB Flash drive, identifying file as REDACTED ORIGINAL

B) Response Requirements (*reference Proposer Requirements for specifics*)

- 1) Executive Summary
- 2) Company Profile
- 3) Qualifications and Experience
- 4) AMI Best Practices
- 5) Integration with various software
- 6) References
- 7) Financial Stability
- 8) Conflict of Interest re: Revenue Streams
- 9) Project Methodology
- 10) Project Staffing
- 11) Proposed Timeline to meet Deliverables

C) Cost Proposal (*reference Response Cost Proposal for structure*)

- 1) Identify costs for each key deliverable
- 2) Include costs for:
 - i) Project Management
 - ii) Travel
 - iii) Other costs (please explain)
 - iv) Total not to exceed extended cost per deliverable
- 3) Provide a projected number of hours broken down for each team member role for each deliverable
- 4) Provide additional services not included in the scope of work for consideration by the City.
 - i) Option: Implementation Services
 - ii) Other examples might be the additional cost for a second presentation at a City Council meeting, or a trip to visit another municipality as part of the AMI vendor response evaluation phase prior to making a recommendation.
- 5) Provide a projected hourly rate to facilitate the possibility of Change Orders.

D) Evaluation Criteria: Proposals will be evaluated on the following criteria – listed in order of priority:

- 1) Qualifications and Experience related to AMI Requirements identification
- 2) Qualifications and Experience related to AMI system offerings
- 3) Qualifications and Experience with MDM offerings

- 4) Qualifications and Experience related to wireless communication systems
- 5) Qualifications and Experience related to other applications of the wireless communication system
- 6) Quality of References
- 7) Proposed Schedule
- 8) Proposed Costs
- 9) Proposed Methodology

E) Evaluation Process

- 1) An evaluation team will review all proposals based on weighted requirements. The evaluation team is composed of the Department Head, Project Manager, Procurement Division Manager and others as required.
- 2) Proposals will be reviewed for compliance, and if compliant, will be deemed responsive.
 - i) Responsive proposals are inclusive of, but not restricted to: received prior to the due date and time, completed as stated in the solicitation request, inclusive of all requirements, able to meet delivery requirements, accepting of all contract terms and conditions.
 - ii) The degree to which a proposal meets the requirements is determined solely on the judgment of the Procurement Division Manager.
- 3) Proposer Qualifications will be reviewed, and if qualified, will be deemed responsible.
- 4) Proposals deemed both Responsive and Responsible will be reviewed by the evaluation committee. The committee will utilize the above criteria and weights when reviewing proposals.
 - i) The City reserves the right to seek clarification of proposals.
- 5) Proposed Fees will be analyzed for totality of costs.
- 6) Finalists may be invited for an interview.
 - i) The City does not intend to interview all proposers.
 - ii) Proposers may be required to submit additional data during the interview process.
- 7) After interviews, finalists will be invited to submit a 1 page letter inclusive of clarifications.
 - i) **If clarifications are significant**, the city **may** permit the proposers to present an amended offer that deviates from the original bid offer.
- 8) The City's determination of award for best overall value will consider the following non-exclusive list: available project management resources, soft costs of contract management; and training costs.

F) Basis of Award

- 1) Award is based on the best overall value to the City; and deemed most advantageous to the City, based on the totality of lawful considerations, price and other factors considered.
- 2) While numeric evaluations may be used in some aspects of the process to identify strengths and weaknesses of proposals, and to establish a ranking, the final decision will be a business decision by the City and will not be based on a numerical score. A recommendation to award will document the basis for the award decision.
- 3) Except as otherwise stated, proposers will be awarded within ninety (90) days from the opening date.
- 4) The City reserves the right to award a shorter term of service, by phase or deliverable, part or portion of a phase or deliverable, any line item or option regardless of order listed.

Part 2: REGARDING THE WORK

G) The Contract for Services is attached for reference at the end of this document. It includes:

- Exhibit A: This Request for Proposal and all Addenda
- Exhibit B: The Proposal and all Clarifications
- Exhibit C: Insurance Requirements
- Exhibit D: Change Order Document

H) Contract Administration:

A "Work May Proceed" order will be issued by Procurement upon confirmation of a properly executed contract. Once the "Work May Proceed" order is issued, the work will be turned over to the city's Project Manager.

The Project Manager's primary responsibility is to assure the city receives the professional services in accordance to the *Special Provisions for Professional Services*

requirements of the contract. The Project Manager will, but is not limited to: oversee the entire project from kick-off activities through payment of final invoice; monitor progress; address any quality issues and change orders; review and approve deliverables.

I) Communications Plan

The Service Provider is required to provide the City's Project Manager with updates of the work inclusive of but not limited to: portion of work completed, assumptions, problems encountered, etc. The updates can be in person or over the phone, at the discretion of the city.

J) Change Order Procedure

The city reserves the right to make changes to the Scope of Work by altering, adding to, or deducting from the work, without invalidating the contract. All such changes shall be executed under the conditions of the original contract.

- 1) Issuance of a memo or verbal approval is not to be considered a Change Order and is not authorization to proceed.
- 2) Approved Change Orders are required with any/all changes in, the Scope of Work, the contract sum, the time for completion of services, renewal or any combination thereof.
- 3) Change orders will describe the city approved change(s), will refer to the service provider's recommended proposal for change, and will be signed by the city and the service provider prior to implementing the change.
- 4) All Change Orders shall clearly identify the impact of cost and the effect on time required to perform the work associated with the proposal.
- 5) If the service provider's proposal is found to be satisfactory and in proper order, and both parties agree upon cost or credit and timeframe for the change, the city will authorize the documented Change Order which will be confirmed as a contract amendment.

K) Payment:

- 1) Services shall be invoiced upon the completion and acceptance of each deliverable. Invoices must reference the City's purchase order number to be processed for payment.
- 2) Authorization of payment requires receipt of service providers invoice, acceptance of services by Project Manager, and receipt of other required paperwork.
- 3) The City complies with the Illinois Local Government Prompt Payment Act which states that any bill approved for payment shall be paid within 30 days after date of approval.

L) Service Issues: The Professional Service Provider shall not be reimbursed until services are compliant.

Project Requirements

Advanced Metering Infrastructure (AMI) #1006

I. CITY OF ST. CHARLES OVERVIEW

- a) The City of St. Charles is located 35 miles west of the City of Chicago in both DuPage and Kane counties with a population of approximately 33,000 residents. The City has an Aldermanic form of government with an elected Mayor and a City Administrator responsible for daily operations. The City is a home rule municipality.

Table 1.1 – St Charles Background Statistics

Background Summary	
Population	32,267
Number of Utility Customers	13,217 Residential 3,044 Non-residential
Utility Services	Electric (15,500 meters), Water (12,500 meters), Wastewater, Yard Waste/Refuse, Green Power
Billing cycles	4 monthly billings and weekly “Final” billings
Fiscal Year	May 1 to April 30

- b) The City’s organizational structure consists of the City Administrator’s Office, and the departments of Community and Economic Development, Finance, Fire, Human Resources, Information Systems, Police and Public Works.
- c) The Utility Billing division resides in the Finance department and consists of a Division Manager, two full-time Utility Billing Representatives and two part-time Administrative Assistants. Each month, the City reads approximately 15,500 electric meters and 12,500 water meters and bills approximately 16,500 customers for electric (including tax, power factor, and a power cost adjustment), water, wastewater, and/or refuse/yard waste usage.
- d) The Electric Utility Division (Electric and Meter services) and the Environment Services Division (Water and Wastewater services) reside in the Public Works department. Electric power is purchased from the Illinois Municipal Electric Agency (IMEA) and distributed to customers through City owned assets. Additionally, the City has an extensive fiber network that is connected to City administrative buildings, electric substations, well houses, lift stations, Fire Stations, the Police Station, and public schools. The City operates wells to provide water to its customers.
- e) The Information Systems department supports technology needs of the City and consists of Technical Services, Application Development and Support, Records Management, and Geographic Information Systems. The City has standardized on a Windows based network and a SQL Server database environment. The IS Department of the City maintains fiber network connections among City owned properties.
- f) From a City geographic standpoint, the City is approximately 40 miles west of Chicago and incorporates approximately 15 square miles of area, bisected by the Fox River. The City has three water towers; one in the southwest quadrant of the City, one on the far west edge of the City, and one near the northern limits of the City. There are no City owned tall structures in the SE quadrant of the City due to the proximity of the DuPage Airport at the eastern City boundary.

- g) The Electric Utility distribution system is built approximately 75% underground and 25% overhead with 2,811 wood utility poles of varying classes and heights. The Electric Utility also maintains 3,241 street lights of varying heights, pole length, different photocell types, photocell or contactor control, ballasts or drivers, voltage, and lamp types. In addition, within the service territory there are non-City utility poles and streetlights which should not be considered.

II. PURPOSE AND BACKGROUND

- a) The City's current Utility Billing/Customer Information System (UB/CIS) software application is a legacy IBM Power 7 application running on the IBM i operating system (aka AS400 or iSeries). The City is in the process of replacing this system and expects such to be completed within three years. The new UB/CIS system requirements include many AMI elements.
- b) The majority of the single phase residential electric meters are electro-mechanical of various manufacturers, although over the last five years the use of solid state single phase meters has become the standard. There are about 13,400 single phase residential meters. For Poly-phase meters, the City has used Elster for a number of years. For water meters, the City has been deploying Badger water meters for 15 years and the Badger Orion system for approximately 12 years. There are approximately 7,000 Badger Orion water meters with CE endpoints currently in service.
- c) The current meter reading system is mostly manual. Badger Orion meters are read using a handheld or truck mounted radio receiver. For approximately 20 electric meters on large customer accounts with multiple meters, half hour readings are downloaded manually each month. The City reads meters in four cycles over each month, but due to weather and holidays, does sometimes struggle to maintain uniform number of billing cycle days.
- d) The City has historical records of completed field job orders, including finals (move ins/outs), verify readings, meter change outs, and disconnects for non-payment. These field jobs total approximately 7,500 orders a year.
- e) The City seeks a partner with expert knowledge of municipal electric, water, communications and fiber systems, and utility operations and customer services associated with AMI software applications. The desired expert must possess a thorough understanding of future trends in these utilities. This understanding includes, but is not limited to, knowledge of customer management, manual meter reading, Advanced Metering Infrastructure (AMI) for both electric and water, utility billing, Meter Data Management (MDM) systems, Distribution Automation, Conservation Voltage Reduction (CVR), SCADA, Outage Management Systems (OMS), mesh and point to point base networks, fiber optic systems and networks, and Smart City features applicable to electric, water, and/or wastewater utilities. Additionally, expertise in best practices for leveraging AMI benefits related to customer services and financial return on investment.
- f) The City desires to interface the AMI system with a future UB/CIS system and potentially other City business software applications. Potential integrations include, but are not limited to, Financials, Electronic Bill Payment and Presentment, Asset Management/Work Order, SCADA, OMS, DA, CVR and potentially other applications that leverage the wireless communication system. The desired expert must have a thorough understanding of how AMI systems interface with other business software systems.
- g) The City also desires to leverage our existing fiber optic network and the future wireless AMI network for other beneficial uses, SCADA (electric, water, and wastewater), DA, CVR, Geographic Information Systems (GIS), City Wi-Fi, smart streetlights, City camera systems, Smart Cities applications, etc. The desired expert must have a thorough understanding of the current possibilities and insight into the future opportunities.

III. SCOPE OF WORK

- a) This project begins with a review of the existing conditions of the City's metering and communication assets, continues through development of a bid package that is sent out to AMI and communication system vendors, includes a thorough review of the received vendor proposals, and concludes with delivery of a comprehensive recommendation for the City to move forward with AMI. The selected expert should combine industry knowledge with guided stakeholder engagement to develop the AMI bid package. The selected expert must identify in their proposal all partnerships or agreements with AMI or communication vendors. An MDM and OMS system shall be considered part of an AMI system with integration into other city business software systems.
- b) **As an option**, the Proposer may provide qualifications and pricing for implementation services. The implementation services would include public relations, contractor coordination and project management, testing and quality assurance activities, direct customer correspondence, creation of presentation materials for public meetings, and delivery of presentations at public meetings.

Note that the implementation services will be a separate contract, and a proposer who does not offer this service is still encouraged to provide a proposal for the base services.

IV. SERVICES RELATED TO THE DEPLOYMENT OF AN AMI APPLICATION AND ANY NEGOTIATIONS WITH AMI OR COMMUNICATION SYSTEM VENDORS ARE OUT OF SCOPE.

V. DELIVERABLES FOR BASE PROJECT

The selected proposer will:

- a) **Review existing City operations**, data and assets
- b) **Provide business process workflows of Operations and data for optimization**
- c) **Guide groups of City staff** in efforts to identify and document previously unidentified requirements needed to support a municipal utility into the next decade
- d) **Provide engineer estimated cost** for electric, water, and shared costs for use during the City's budget process
- e) **Develop a comprehensive bid package** that the City will advertise and issue to AMI, MDM, OMS, and communication system vendors for proposals
- f) **Respond to all questions** and requests for clarifications and publish any required bid addenda
- g) **Review AMI and communication system vendor proposals** and develop documents quantifying suitability with City requirements and future desires
- h) **Consolidate all findings into a comprehensive recommendation**, including estimated costs, risks, return on investment cash flows, recommended concurrent systems/processes, project deployment timeline, network security, vendor product warranty, proposed future staffing, and future opportunities available, any opportunities the City will have to forego with the selected vendor, and a live presentation to City staff and Elected Officials. Note that the final presentation is likely to be at a City Council meeting, typically held on Monday evenings. This final presentation should cover AMI benefits, cash flow, risks, future opportunities, analysis of the different AMI and communication vendor proposals, and justification for the ultimate recommendation on which vendor/vendors to proceed with. It is expected that this presentation would be approximately 30 to 45 minutes, including questions from the City Council.

VI. DELIVERABLES FOR OPTIONAL IMPLEMENTATION SERVICES

The City may choose to continue with the selected proposer for the base project, may choose to use this proposal as a basis for award for implementation services with a different proposer, or may choose to issue a future RFP for implementation services. The expectation is that the Consultant working on implementation would represent the City in coordination with the AMI vendor, coordination with other vendors on the project, project management, public relations, cooperation with City staff, mass communication with residents, individual communication with complex customer relations, and other tasks that would fall into common "Resident Engineer" and "Project Manager" responsibilities for a project of this type. While not a complete list, the City envisions the implementation services deliverables to be:

- a) Development of implementation schedule that includes cash flow
- b) Development of RFP's for the field labor to be used to install the meters
- c) Coordination with the selected AMI vendor for software and hardware purchases
- d) Coordination with the selected AMI vendor for software commissioning
- e) Development of punch lists for software or hardware implementation
- f) Development of public relations materials
- g) Face to face customer complaint response
- h) Final commissioning of the system
- i) Other tasks and duties that a firm who is familiar with this type of project would provide

VII. TARGET TIMEFRAME

The City has established the tentative project timeline as follows:

Targeted Timeframe (subject to change without notice)

Work May Proceed	June, 2019
Budget estimates delivered to the City	August, 2019
Final AMI Bid Documents delivered to the City	Fall, 2019
AMI ITB sealed responses Due	Fall, 2019
Analysis of ITB Responses delivered to the City	Late Fall, 2019
Recommendation for AMI system delivered to the City	Winter, 2019
Presentation of Recommendation to Council	Winter, 2019



Response Cover Page

This is page #1 of your response.

Advanced Metering Infrastructure (AMI) #1006

Based on Addendum # _____

Please do not submit punched or perforated pages, nor bind your proposal in anything other than paperclips.

Proposal Prepared By:		Contacts:	
Firm Name		Operations	
DBA		Contact Name	
Address		Contact Phone #	
		Contact E-mail	
City, St, Zip		Sales	
Signature		Contact Name	
Print Name		Contact Phone #	
Position		Contact E-Mail	
Phone #		Billing	
Fax #		Contact Name	
E-mail Address		Contact Phone #	
		Contact E-Mail	

This business Firm is (check one) An Individual A Partnership A Corporation An LLC

Exceptions: (check one)

This proposal meets and accepts all Requirements, Specifications, Terms and Conditions and Contract Language.

We hereby take the following Exceptions to the Requirements, Specifications, Terms and Conditions and Contract Language (*reference section name and identifying reference*):



Signature Page
This is page #2 of your response.

Advanced Metering Infrastructure (AMI)
#1006

Based on
Addendum # _____

The undersigned proposes and agrees, after having examined the requirements and specifications, to irrevocably offer to furnish the services in compliance to all terms, conditions, specifications and applicable addenda. I (we) hereby certify and affirm that being first duly sworn an oath, deposes and states that all statements made herein are made on behalf of the Offeror, that this despondent is authorized to make them and the statements contained herein are true and correct.

If an Individual

By: _____
Signature

Title

If a Partnership

By: _____
Signature

Title

By: _____
Partner

If a Corporation

By: _____
Signature of person authorized to sign

Title

ATTEST _____

If a Joint Venture

By: _____
Signature

Title

By: _____
Signature

Title

DATE _____

Attach seal here.



Response Cost Proposal Page

This is page #3 of your response.

Advanced Metering Infrastructure (AMI) #1006

Based on
Addendum # _____

Proposed Project Cost

Deliverable	Project Management Cost	Projected Hours (attach breakdown)	Travel Cost	Other Cost (attach explanation)	Total not to exceed extended cost
1) Review existing City operations					
2) Business Process Workflows 3) Guide groups of City staff					
4) Provide estimated cost					
5) Develop bid package					
6) Respond to all questions					
7) Review AMI vendor proposals					
8) Consolidate all findings into a recommendation					
Grand Total:					

OPTION: Implementation Services: Please attach a detailed description for implementation services as #12 under Proposer Requirements.

\$ _____

To facilitate possible Change Orders, provide an hourly rate schedule for services.



Certification of Compliance

This is page #4 of your response.

Advanced Metering Infrastructure (AMI) #1006

- (A) The undersigned certifies that, pursuant to the **Equal Opportunity Employer** provisions of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375, the bidder is compliant with all Equal Employment Opportunity Commission ("EEOC") requirements.
- (B) The undersigned certifies that, pursuant to the **Illinois Human Rights Act** provisions of Section 775 ILCS 5/2-105, the bidder complies with and certifies that it is in compliance with all equal employment practice requirements contained therein, and that it has adopted a written sexual harassment policy that meets the minimum requirements.
- (C) The undersigned certifies that, pursuant to the **State of Illinois Law** provisions of Section 720 ILCS 5/33E prohibiting Bid-rigging or Bid-rotating, the bidder is not barred from bidding on this project, or entering into a contract for this project.
- (D) The undersigned certifies that, pursuant to the **Illinois Department of Revenue Tax Laws** provisions of Section 65 ILCS 5/11-42.1-1, the bidder is not barred from doing business with any unit of local government in the State of Illinois as a result of a delinquency in payment of any taxes unless the bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax.
- (E) The undersigned certifies that, pursuant to the **Illinois Drug Free Workplace Act** provisions of Section 30 ILCS 580/3, the bidder deposes states and certifies that it will provide a drug free workplace, inclusive of all satellite locations as well as the City of St. Charles sites.
- (F) The undersigned certifies that, pursuant to the **Illinois Prevailing Wage Act** provisions of Section 820 ILCS 130/0.01 et seq, the bidder, when required, is in compliance with all requirements of, including provisions as to wages, medical and hospitalization insurance and retirement benefits for those trades covered in the Act. Pursuant to **Illinois Public Act** provisions of Section 94-0515 and all provisions of the **Employee Classification Act**, provisions of Section 820 ILCS 185/1 et seq., said bidder agrees to submit certified payroll records as required.
- (G) The undersigned certifies that, pursuant to the **Employment of Illinois Workers on Public Works Act** provisions of Section 30 ILCS 570/0.01, et seq., the bidder is in compliance with all requirements. Furthermore, the bidder certifies that it will demonstrate a good faith effort toward providing equal employment opportunities for City of St. Charles residents to work as crafts persons, consistent with the racial, ethnic, and gender demographics of the City's labor force.
- (H) The undersigned certifies that, pursuant to the **National Security/USA Patriot Act** as defined in Presidential Executive Order 13224, the bidder and all affiliated parties, are not working for or with, nor acting on behalf of, a Specially Designated National and Blocked Person.
- (I) The undersigned certifies that they have not colluded with or participated in any **unethical practices** with any person, firm or employee of the City of St Charles which would in any way be construed as an unethical business practice.

Check One:

- There are no conflicts of interest** and in the event that a conflict of interest is identified anytime during the duration of this award, or reasonable time thereafter, you, your firm or your firm's ownership, management or staff will immediately notify the City of St. Charles in writing.
- There is an affiliation or business relationship** between you, your management or staff, your firm or your firm's ownership, and an employee, officer or elected official of the City of St. Charles who makes recommendations to the City of St. Charles with respect to expenditures of money, employment, and elected or appointed positions. Provide on a separate letter included with your response any and all affiliations or business relationships that might cause a conflict of interest or a ny potential conflict of interest. Include the name of each City of St Charles affiliate with whom you, your firm or your firm's ownership, management or staff has an affiliation or a business relationship.

Company Name _____ Signature _____ Date _____



Proposer Requirements

This, and your attached answers, are Page #5 etc. of your response.

Advanced Metering Infrastructure (AMI) #1006

Please provide the below information.

- 1) **Executive Summary:** Summarize the main points contained in the remainder of your response and the reasons why your organization is the best fit for this project. (suggest no more than 2 pages)
- 2) **Company Profile:** Profile your company through a description of your organization's history and services. Descriptions of history and services must specifically relate to AMI and communication systems, and AMI related utility elements.
- 3) **Qualifications and Experience:** Show evidence of qualifications and experience by providing a description of an experience developing a comprehensive set of AMI Requirements for other municipal electric and water utilities. Experience in both electric and water should be included.
- 4) **AMI Best Practices:** Show evidence of AMI Best Practices by providing a description of past successes achieved on AMI projects in the areas of OMS, CVR, DA or other customer service or utility operations practices.
- 5) **Integration with various software:** Show evidence of Integrations by providing a description of an experience identifying and defining requirements necessary to integrate an AMI system with a UB/CIS application and other business software applications such as ERP, Asset Management/Work Order, Electronic Bill Payment and Presentment, OMS, Web applications, etc.
- 6) **References:** Provide a list of references involved in projects that closely match the demographics and the operating environment of the City of St. Charles, Illinois. Provide dates, and a description of the scope of the work performed by your organization. List contact information (name, title, e-mail address, and phone #) for the individual who oversaw the quality of the work and authorized payment. References within the past five (5-20) years within Illinois or for a municipal electric utility area preferred.
- 7) **Financial Stability:** Provide evidence of Financial Stability (i.e. Annual Report; D&B Report, Credit Reference, Letter from Bank) to fund this project and any and all continuing services this project may require throughout the life cycle of this project. Explain if your firm has been in business under any other name or ownership.
- 8) **Conflict of Interest re: Revenue Streams:** Identify any potential conflicts of interest including, but not limited to, revenue derived from sales of AMI or Utility Billing / CIS software applications or agreements with AMI or Utility Billing / CIS software application providers.
- 9) **Project Methodology:** Describe the methodology your organization will use to develop the project Deliverables and to manage this project.
- 10) **Project Staffing:** Describe the staffing plan you intend to implement for this project. Provide professional background and qualifications for team members who will be assigned to major roles on this project. Include any specific background or qualifications that you expect from City team members.
- 11) **Proposed Timeline:** Describe the proposed timeline for completion of expected Deliverables. Include time commitments expected from City team members. Proposer is requested to present a preliminary schedule, identify meetings and milestones.
- 12) **Additional Services:** Describe, for consideration by the City, additional services not included in the scope of work.

Please provide the below

Certificate of Insurance

A brief explanation of the following:

A time your organization failed to complete a contract

Bankruptcy or reorganization

Judgment claims or law suits against the firm: Awarded and pending within past five (5) years



Customized Mailing Label For Sealed Solicitation
Advanced Metering Infrastructure (AMI)
#1006

- Cut along outer border and affix this mailing label to the envelope of your sealed submittal.
- Record your firm's name in the space provided.



Sealed Submittal
Advanced Metering Infrastructure (AMI)
#1006

DUE: Wednesday Mar 20, 2019
Prior to: 8:00 AM

FROM:

Firm Name

TO:

Receptionist / City Hall
City Of St Charles
2 East Main Street
St Charles, Il 60174



St. Charles Agreement for Professional Services

Advanced Metering Infrastructure (AMI)

#1006

This agreement for professional services ("**Agreement**") has been awarded on _____, 20____ by City Council and is between the City of St. Charles, an Illinois home rule municipal corporation ("**City**"), located at 2 East Main Street; St. Charles, Illinois 60174 and _____ ("**Professional Service Provider**") (**Inc/LLC/Co/sole proprietorship**), located at _____. City and Professional Service Provider are at times collectively referred to hereinafter as the "Parties."

RECITALS

Whereas, the City issued Request for Proposal #1006 (**Solicitation**) for professional services entitled **Advanced Metering Infrastructure (AMI)** ("**Project**");

Whereas, the Professional Service Provider submitted an offer (**Offer**) in response to the Solicitation and the Professional Service Provider represents that it is ready, willing and able to perform the services specified in the project;

Whereas, the Offer was found to meet the City's requirements as specified in the solicitation;

Whereas, the City awarded the Professional Service Provider the Project, **inclusive of options and reimbursable expenses** in a total amount not to exceed \$ _____; [**Options not listed have not been awarded.**]

Now therefore, in consideration of the foregoing and for the mutual promises hereinafter set forth and for other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows to the following terms and conditions:

Article 1: Contract Documents

A. Incorporated Documents. The Contract documents consist of this Agreement and the following attached exhibits. These attachments along with this Agreement represent the entire integrated Contract between the parties and supersede any and all prior negotiations, representations or agreements, written or oral.

- a. The Work May Proceed document will be generated upon contract execution and City's Purchase Order distribution. The Work May Proceed document is incorporated as the first page of this Contract. The Purchase Order Number will become the identification number for all transactions during this fiscal year and must be referenced on all related documents, inclusive of invoices. **Work may not begin until issuance of the Work May Proceed.**
- b. The City's Solicitation Package (minus the response pages and sample award documents), all addenda and any related documents is attached as **Exhibit A**
- c. The Contractor's offer and all related documents is attached as **Exhibit B**
- d. The City's Insurance Requirements and Sample Acord Certificate of Insurance is attached as **Exhibit C**
- e. Change Order Form, which is the sole vehicle authorized to amend contract, is attached as **Exhibit D**

B. Controlling Document. In the event of a conflict between this Agreement and any attachment or exhibit, the provisions of this Agreement shall control.

Article 2: Services Contracted

A. Scope of Services. Professional Service Provider shall provide awarded Services in accordance with the Project Requirements stated within the City's Solicitation [**Exhibit A**], and the Offer submitted by the Professional Service Provider [**Exhibit B**].

- a. **Truthful and Accurate.** Professional Service Provider represents that such material and information furnished in connection with the Solicitation and this Contract is truthful and accurate.

- b. **Necessary Documentation.** Professional Service Provider acknowledges that it has furnished exhibits, as listed previously, and will continue to furnish requested and necessary documentation, including but not limited to certifications, affidavits, reports and other information.
- c. **Ownership of Project Documents.** All drawings, specifications, reports, and any other project documents prepared by the Professional Services Provider in connection with any or all of the project services shall be delivered to the City for the expressed use of the City. The Professional Services Provider does have the right to retain original documents, but shall cause to be delivered to the City such quality or documents so as to assure total reproducibility of the documents delivered. All information, worksheets, reports, design calculations, plans, and specifications shall be the sole property of the City unless otherwise specified within this negotiated Contract. The Professional Services Provider agrees that the basic survey notes and sketches, charts, computations, and other data prepared or obtained by the Professional Services Provider pursuant to the Contract will be made available, upon request, to the City without cost and without restriction or limitations as to their use. All field notes, test records, and reports shall be available to the City upon request.

B. Status of Independent Professional Service Provider. Both City and Professional Service Provider agree that Professional Service Provider will act as an Independent Professional Service Provider in the performance of the Project. Accordingly, the Independent Professional Service Provider shall be responsible for payment of all taxes including federal, state, and local taxes arising out of the Professional Service Provider's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, social security tax, and any other taxes or license fees as may be required under the law. Professional Service Provider further acknowledges under the terms of this Contract, that it is not an agent, employee, or servant for the City for any purpose, and that it shall not hold itself out as an agent, employee, or servant of the City under any circumstance for any reason. Professional Service Provider is not in any way authorized to make any contract, agreement or promise on behalf of the City, or to create any implied obligation on behalf of City, and Professional Service Provider specifically agrees that it shall not do so. City shall have no obligation to provide any compensation or benefits to Professional Service Provider, except those specifically identified in this Contract. City shall not have the authority to control the method or manner by which Professional Service Provider complies with the terms of this Contract.

Article 3: Term

- A. Term.** This Contract becomes effective upon the latter of the date accepted and signed by the City and the date accepted and signed by the Professional Service Provider and terminates upon completion of Project as defined in writing by the City. Alteration in termination may occur prior to completion of Project in accordance with the following conditions.
- B. Termination of Contract.** The City has the right to terminate this Contract, in whole or in part at any time. Written notice of termination is to be served by the City to the Professional Service Provider's principal or Professional Service Provider's agent personally or by certified or registered mail, return receipt requested. In the event of termination, the City shall pay the Professional Service Provider for satisfactory services performed as of the effective date of termination. The effective date of termination releases the City from any obligations under this Contract. Professional Service Provider shall deliver to the City any finished and unfinished documents, drawings, studies and reports related to the Project. All such documents, studies and reports shall become the property of the City. The City may terminate this Contract, or any portion of it, as is reasonably necessary in accordance with the following conditions:
 - a. **Substitution of Key Personnel.** Should any of the key personnel identified in the offer become unavailable to work on the project; and should no temporary replacement personnel be provided within 24 hours following the commencement of the subject key personnel's unavailability; and/or should no permanent substitute personnel reasonably satisfactory to the City be provided within thirty (30) days of key personnel's unavailability; the City may, at its election, declare breach of contract and terminate the contract for non-performance.

- b. **Non-performance.** Non-adherence to the terms of this Contract and its incorporated documents on the part of the Professional Service Provider is grounds for termination of the Contract. The City will notify the Professional Service Provider in writing with a 24 hour notice specifying the effective date of termination. In the event of termination due to non-performance on the part of the Professional Service Provider, the City has the authority to contract with an alternate Professional Service Provider to complete this Contract. The Professional Service Provider shall be liable to the City for all incidental and consequential expenses incurred in procuring and securing an alternate Professional Service Provider, including any loss due to alternate Professional Service Provider compensation. The City may deduct expenses and loss, due to breach, from payment to the Professional Service Provider for services already performed. Failure to deduct expenses and losses from the City's payment to the Professional Service Provider does not relieve the Professional Service Provider from the Terms of this condition nor bar the City from seeking alternative legal remedies.
- c. **Unappropriated Funds.** If sufficient funds have not been appropriated to cover the estimated requirement of this Contract, the City may terminate this Contract. The City may terminate for unappropriated funds by serving the Professional Service Provider with a fourteen (14) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for unappropriated funds after performance by the Professional Service Provider has commenced, the termination date controls the final invoice by the Professional Service Provider for previous services under this Contract. The termination date controls all payment obligations of the City to the Professional Service Provider. Payment by the City to the Professional Service Provider upon termination for unappropriated funds constitutes full satisfaction for services rendered.
- d. **Convenience.** Termination for convenience does not necessitate a reason. The city may terminate for convenience by serving the Professional Service Provider with a seven (7) day written notice specifying the effective date of termination. On that specified termination date, this Contract and all contractual obligations will end. If this Contract is terminated by the City for convenience, the termination date controls the final invoice by the Professional Service Provider for previous services under this Contract. The termination date controls all payment obligations of the City to the Professional Service Provider. Payment by the City to the Professional Service Provider upon termination for convenience constitutes full satisfaction for services rendered.
- e. **Force Majeure.** A party shall not be held liable for failure of or delay in performing its obligations under this Contract if failure of delay is a result of an event of outside force, including a natural disaster, "Act of God", act of war, act of terrorism, government sanction or strike that could not be foreseen or avoided by prudence. Once performance is delayed by this event of outside force, the non-performing party must make every reasonable attempt to minimize delay. Once performance has been delayed one-hundred and twenty (120) days, performance is considered impracticable due to impossibility, and either party may terminate this Contract.

Article 4: Compensation

- A. **Price.** The City shall pay the Professional Services Provider for Services in accordance with the amounts set forth in the Offer. [Exhibit B] The maximum price stated on page 1 may not be increased unless the City's Project Manager is provided with supporting documentation to warrant a change, and if upon review and acceptance, a written change order is approved. All change orders shall be by written schedule on a City Change Order form [Exhibit D], and shall be attached as an amendment to this Contract.
- B. **Invoicing.** Professional Service Provider shall submit an itemized invoice with all supporting documentation as required by the City. Supporting documentation may include, but is not limited to: a supporting schedule of hours worked making explicit the percentage of completion of services as of the date of the invoice; receipts for travel, postage, duplication, subcontracted services; supplier's invoices to justify material mark-up; certified payroll; waivers of lien; and supplier's invoices to justify material mark-up.

- C. **Invoice Submittals.** All invoices must be submitted directly to AccountsPayable@stcharlesil.gov. Invoices submitted in any other manner will result in a delay of payment to the Professional Service Provider. Invoices must include the city's purchase order number.
- D. **Payment.** The City shall make all payments in accordance with the Illinois Local Government Prompt payment Act or Professional Service Provider's invoice, whichever is more favorable to the City.
 - a. **Schedule of Payment.** The City shall make all payments on the basis of approved invoices and supporting documents. The City shall use its best efforts to make payments within thirty (30) days after review and approval of the invoice. Each payment requires City Council's approval of the Expenditure Approval List which occurs at publicly scheduled meetings.
 - b. **Non-Payment.** All invoices must be submitted to the City within two (2) months of the Professional Service Provider's final performance on this Contract. The City shall not pay any invoices submitted in excess of two (2) months from the date of last service performed per this Contract.

Article 5: Duties

- A. **Consent and Approvals.** The City and the Professional Service Provider represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Contract and its contemplated undertakings.
- B. **Insurance.** The Professional Service Provider shall, during the entire term of this Contract, maintain, at a minimum, the insurance minimums as specified in the Solicitation and under the terms stipulated In **Exhibit C**.
- C. **Standard of Performance.** Professional Service Provider warrants that the service provided, under the fully incorporated Contract, by the Professional Service Provider and any and all employees, agents, Professional Service Providers, or subcontractors is performed by individuals who are authorized under all applicable licenses and certifications, and who have completed the requisite training as required by industry standards, professional standards, manufacturers' requirements, and statute. Performance by these parties shall be with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable industry standards. The Professional Service Provider and its employees, agents, Professional Service Providers, or subcontractors shall perform in strict compliance with the laws and regulations of the City, State, and federal government.
- D. **Best Efforts.** The Professional Service Provider shall use its best efforts to assure timely and satisfactory rendering and completion of services under this Contract. The Professional Service Provider shall remain solely responsible for the professional and technical accuracy of all services and deliverables furnished, whether such service is rendered by the Professional Service Provider or others on its behalf including, and without limitation, subcontractors, employees, agents, manufacturers, suppliers, fabricators, and consultants. The Professional Service Provider is not to be relieved from its duty to use best efforts, pursuant to the Contract, by the City's review, approval, acceptance, or payment for any of the agreed to services. Any change to the character, form quality or extent of the Project shall be in writing on a City Change Order form [**Exhibit D**], and attached as an addendum to this Contract.
- E. **Non-disclosure.** The Professional Service Provider, its employees, agents, consultants, or subcontractors may have access to the City's confidential information during performance of this Contract. Confidential information includes, but is not limited to, methods, processes, formulas, compositions, systems, techniques, computer programs, databases, research projects, resident identification and contact information, financial data, and other data. The Professional Service Provider shall not directly or indirectly use, disclose or disseminate confidential information to any third party for any purpose other than a purpose explicitly allowed for in this Contract and its integrated documents.
- F. **No Duty.** The Professional Service Provider shall not imply any authority to act as an agent of the City. The Professional Service Provider's duties to the City are limited by express authorization under this Contract and by statute.
- G. **Hold Harmless and Indemnification.**
 - a. **Patents and Copyrights.** Professional Service Provider warrants that all products used or provided in the fulfillment of this Contract will not infringe on any United States or foreign patent. Professional

Service Provider shall indemnify the City against any and all judgments, decrees, legal fees, costs and expenses resulting from such alleged infringement. Professional Service Provider will, upon request of the City and at the Professional Service Provider's own expense, defend any suit or action which may be brought against the City by reason of any alleged infringement of any patent or copyright in the sale or use of products provided to the City by the Professional Service Provider.

- b. **Loss and Liability.** The Professional Service Provider shall hereby defend and indemnify the City, its directors, agents, officers, employees, and elected officials from and against any and all liabilities, losses, claims, demands, damages, costs, fines, penalties, expenses, judgments, and settlements, including, but not limited to, reasonable attorneys' fees and costs of litigation, and any and all causes of action of any kind or character, that may be incurred as a result of bodily injury, sickness, death, or property damage or as a result of any other claim or suit arising out of or connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of any agent, employee, subcontractor, Professional Service Provider, or contractor hired to provide any goods or perform any services on behalf of the Professional Service Provider.

Article 6: Policies

- A. **Illinois Freedom of Information Act.** The Professional Service Provider acknowledges the requirements of the Illinois Freedom of Information Act (FOIA). Professional Service Provider agrees to comply with all requests made by the City for public records (as defined in FOIA § 2(c)) in the undersigned's possession and/or their subcontractors/suppliers possession.
 - a. **Timeliness.** The Professional Service Provider shall provide the requested public records to the City within two (2) business days of the City's request.
 - b. **Free of Charge.** The Professional Service Provider agrees not to apply any costs or charge any fees to the City for the procurement of the requested records pursuant to a FOIA request.
 - c. **Hold Harmless.** Should the Professional Service Provider deny the City's request unlawfully or request that the City utilize a lawful exemption available under FOIA, Professional Service Provider agrees to pay any and all costs connected with the defense of the Professional Service Provider's denial. All costs include reasonable attorney and witness fees, filing fees and other expenses related to the defense of a complaint. The Professional Service Provider agrees to indemnify the City against any and all claims, costs, penalties, losses and injuries arising out of or relating to its failure to provide the requested public records to the City under this Contract.
- B. **Discrimination Prohibited.**
 - a. **Equal Employment Opportunity.** Professional Service Provider shall comply with all rules and regulations pertaining to public contracts adopted by the State and the City. The City is an equal opportunity employer.
 - b. **ADA.** Professional Service Provider shall be in compliance with current applicable regulations of the Americans with Disabilities Act.

Article 7: Changes to Contract

- A. **Changes and Alterations.** Any changes or alterations to this Project affecting, inclusive of but not limited to: scope, cost, terms, milestones, deadlines or other significant factors shall be integrated in writing on a City of St. Charles Change Order form. **[Exhibit D]**
- B. **Extension or Renewal of Contract.** The City at its option may extend this Contract for an additional to be determined term if the Professional Service Provider either reduces his price, or holds firm to the proposal prices, conditions and specifications.
- C. **Assignment.** Professional Service Provider shall not assign, transfer, or subcontract this Contract, in whole or in part, without prior written consent of the City.
- D. **Notification.** All notification under this Contract shall be made as follows:
 - a.

If to the City	If to the Professional Service Provider
City of St. Charles	
Attn: Procurement Division Manager	

2 East Main Street
St. Charles, IL 60174
Fax: 630.377.4487
Email: Procurement@stcharlesil.gov
Phone: 630.762.6936

b. **With electronic copies to**

Procurement Division Manager: Joan M. Schouten; Procurement@stcharlesil.gov
Project Manager: Tom Bruhl; Electric Services Manager; tbruhlstcharlesil.gov

Article 8: Applicability

- A. Other Entity Use.** The Professional Service Provider may, upon mutual agreement with any municipality or governmental unit, permit that unit to participate in this Contract for substantially similar consulting services under the same or more favorable price, terms and conditions.
- B. Waiver.** Any failure of either the City or the Professional Service Provider to strictly enforce any terms, right, or condition of this Contract, whether implied or expressed, shall not be construed as a waiver of such term right or condition.
- C. Severability.** If any provision of this Professional Service Provider is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof; the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance; and in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as part of this Contract, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and legal, valid and enforceable.
- D. Governing Jurisdiction.** The parties agree that any disputes, disagreements, or litigation arising from this Contract, between or amongst them, will be heard and resolved exclusively in the courts of the 16th Judicial Circuit, Kane County, Illinois.
- E. Governing Law.** The parties agree that the laws of the State of Illinois govern this Contract.

In Witness Whereof, the parties have entered into this Contract upon the latter of the date accepted and signed by the City and the date accepted and signed by the Professional Service Provider.

For: City of St. Charles

By: _____
Project Manager

ATTEST _____

DATE _____

Joan M. Schouten; Procurement Division Manager

For: Professional Service Provider

If an Individual

By: _____
Signature

Title

If a Partnership

By: _____
Signature

Title

By: _____
Partner

If a Corporation

By: _____
Signature of person authorized to sign

Title

ATTEST _____

If a Joint Venture

By: _____
Signature

Title

By: _____
Signature

Title

DATE _____



Insurance Requirements for Professional Services	
Advanced Metering Infrastructure (AMI)	Exhibit C page 1
#1006	

Prior to commencement of Professional Services governed by contract between the City of St. Charles (**City**) and the Professional Service Provider (**Insured**), the Professional Service Provider and each of its subcontractors, consultants and agents hired to provide the services for the Project, shall provide the City with satisfactory evidence of insurance coverage.

1. At Insured's expense, Insured shall hereby secure and maintain project insurance of the following kinds and limits set forth to protect the City from and against any and all damages, claims, lawsuits and losses which may occur or arise out of the Insured's work on behalf of the City. The project Insurance shall remain in effect throughout the duration of the entire Contract.
2. Insured shall furnish Certificates of Insurance, Endorsements, and Waiver of Subrogation to the City, inclusive of the Additional Insureds, with its submittal of signed contract.
 - a. Worker's Compensation and General Liability Waiver of Subrogation in favor of the City.
3. All insurance policies must be written with insurance companies approved by the City, licensed to do business in the State of Illinois, and have a rating of not less than A- VI, according to the latest edition of the A.M. Best Company.
4. The City may inspect any and all policies of insurance at any time. If requested, Insured will give the City a copy of the insurance policies. The policies must be delivered to the City within two (2) business days of the request.
5. Insured agrees to obtain and maintain an insurance policy, including coverage with limits not less than those exhibited on the following page (or greater if required by law):
 - a. All Commercial General Liability policies must include Blanket Contractual coverage and Broad Form Vendor's Liability coverage.
 - b. Contractual and other Liability Insurance provided under this Contract shall not contain a supervision inspection or engineering services exclusion that would preclude the city from supervising or inspecting the project to the end result. The Professional Service Provider shall assume all on-the-job responsibilities as to the control of persons directly employed by it.
6. The City reserves the right to increase the aforementioned limits of Liability Insurance required of insured depending on, but not limited to: the size and scope of the particular project, or the level of financial exposure, or operational risk to the City.
7. Insured shall include the City as a primary, non-contributory additional named insured on both the General and Auto Liability Insurance policies and reflect the same language on its Certificate of Insurance provided to the City.
 - a. Additional Insured and Broad Form Vendors' Liability in favor of the City.

If Insured fails to comply with the insurance requirements contained herein, all the City's obligations under the Agreement will terminate.



Change Order Contract/PO # _____ Amendment # _____

**Advanced Metering Infrastructure (AMI)
#1006**

Exhibit D

This document is incorporated into the above contract as an amendment to the Contract between the City and the Contractor/Professional Service Provider commencing on the date the last party signs this document. Any change to the character, form, quality, extent, or cost of the Service/Project shall be in writing and approved on this form.

1. This Change Order is required due to (check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Changed / Unforeseen Condition | <input type="checkbox"/> Errors and Omissions |
| <input type="checkbox"/> Change in Scope | <input type="checkbox"/> Renewal / Extension of Services |
| <input type="checkbox"/> | |

2. The effect of this change is (check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Total Cost is increased by \$ _____ | <input type="checkbox"/> Extension of _____ (calendar / work) days |
| <input type="checkbox"/> Material is increased by \$ _____ | <input type="checkbox"/> Extension of Completion Date from _____ to _____ |
| <input type="checkbox"/> Emergency Change, not to exceed \$ _____ | |
| <input type="checkbox"/> | |

3. Attachments Supporting Change Order (check all that apply)

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> Contractor's Proposal | <input type="checkbox"/> other: _____ |
| <input type="checkbox"/> Description of Change (include Drawing if applicable) | |

Change in Price		Change in Completion (days / calendar date)	
Original Price <i>(reference Agreement cover page)</i>	\$ _____	a	Original: #days until completion / calendar date for completion <i>(reference date of Work May Proceed)</i> _____
Current Price resulting from Prior Change Orders <i>(reference prior Change Order line d)</i>	\$ _____	b	Current Completion resulting from Prior Change Orders: <i>(reference prior Change Order line d)</i> _____
Net Increase/decrease of this Change Order <i>(reference above #2)</i>	\$ _____	c	Net increase/decrease of days for this Change Order <i>(reference above #2)</i> _____
New Price inclusive of this Change Order* <i>d=(b+c)</i>	\$ _____	d	New Time of Completion inclusive of this Change Order <i>d=(b+c)</i> _____
Cumulative Price change since execution* <i>e=(d-a)</i>	\$ _____	e	Cumulative Time of completion since execution (expressed as total days)** <i>e=(d-a)</i> _____
*if the total price (d) exceeds \$25,000, and has not been approved by council, council approval is required. *If the cumulative price change (e) exceeds \$25,000, or exceeds an approved contingency, council approval is required.		**if the cumulative change in days of completion exceeds the contracted dates for completion, are Liquidated Damages applicable? No	

All parties hereby acknowledge and agree this Change Order is inclusive of all known changes to scope, compensation and work schedule on behalf of the undersigned and Contractor's supplier, subcontractor, consultant, and agent necessary to complete the Project/Service. All parties hereby acknowledge that this Change Order is incorporated into the previously executed Contract by the signature of the parties below.

City Project Manager _____ date _____
City Administrator _____ date _____
Contractor/Professional Service Provider _____ date _____

For Office Use
Only