

Albuquerque Bernalillo County Water Utility Authority

Request for Proposals

Solicitation Number: RFP2011-002-TC

ADVANCED METER INFRASTRUCTURE SYSTEM



Due Date: August 6, 2010 NLT 4:00 p.m. MDT

The time and date proposals are due shall be strictly observed.

**Albuquerque Bernalillo County Water Utility Authority
Purchasing Office
June 23, 2010**

TABLE OF CONTENTS

	Page
Introduction	3
Part 1 Instructions to Offerors	4
Part 2 Proposal Format	13
Part 3 Scope of Services	24
Part 4 Evaluation of Offers	26
Part 5 Local Preference Instructions	27
Local Preference Form	28
Campaign Contribution Form	29
Part 6 Draft Agreement	32
Attachment A Requisition MatrixA1 – A16	
Attachment B Resume of Proposed Implementation Team	B-1
Attachment C Propagation Study	C1 – C5
Attachment D Cost of Services (Cost Proposal)	D1
Attachment E Additional Considerations	E-1
Attachment F Bond Forms	F1-F4

INTRODUCTION

Albuquerque Bernalillo County Water Utility Authority, herein after “Water Authority”, is issuing this Request for Proposals (RFP) to solicit responses from experienced, qualified Offerors and implementation services companies that specialize in supplying and implementing fully automated fixed network water meter reading systems to local governments, municipalities, and/or private entities with similar project scope and size as the Water Authority’s.

The proposed system must meet the Water Authority’s functional and business requirements, must have no single point of failure, and must be resilient to certain environmental considerations described in this RFP. The Water Authority intends to select an Offeror team that will provide all hardware, software, and services to implement the required solution that meets the Water Authority’s water meter reading automation requirements.

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PART 1
INSTRUCTIONS TO OFFERORS

1.1 RFP Number and Title: RFP2011-002-TC, Advanced Meter Infrastructure System

1.2 Proposal Due Date: August 6, 2010 - NLT 4:00 PM (Local Time)

The time and date proposals are due shall be strictly observed.

1.2.1 Instructions regarding Pre-Proposal Conference: The Water Authority will conduct a Pre-Proposal Conference on June 30, 2010 at 8:30am. Conference will be held at 400 Marquette NW, 7th Floor, Room 7096, CIP Conference Room.

1.2.2 Non-Mandatory: This is not a mandatory pre-proposal conference, but highly recommended. Those vendors who choose not to attend shall be solely responsible for obtaining any additional information, clarification or addenda resulting from this meeting.

1.2.3 Questions: The Water Authority shall have in attendance key personnel to answer questions or discuss issues that may arise. Questions should be prepared prior to the conference and both hard and soft copy of such questions submitted to the purchasing representative on the **day of the conference. Verbal answers, oral explanations, or instructions given before the award of the contract or at any time will not be binding on the Water Authority.**

1.3 Purchasing Office: This RFP is issued on behalf of the Albuquerque Bernalillo County Water Utility Authority by the City of Albuquerque Purchasing Office, which is the sole point of contact during the entire procurement process.

1.4 Authority: The Albuquerque Bernalillo County Water Utility Authority, pursuant to Section 72-1-10, NMSA 1978, is granted all powers to carry out and effectuate its public and corporate purposes. To this end, the Water Authority has adopted the City of Albuquerque Public Purchases Ordinance. It is intended that this ordinance shall govern the purchasing transactions of the Water Authority.

1.5 Acceptance of Offer: Acceptance of Offer is contingent upon Offeror's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the following:

1.5.1 City Public Purchases Ordinance

1.5.2 City Purchasing Rules and Regulations: City of Albuquerque Purchasing Rules and Regulations: These Rules and Regulations (the "Regulations") are written to clarify and implement the provisions of the Public Purchases Ordinance (the "Ordinance"). These Regulations establish policies, procedures, and guidelines relating

to the procurement, management, control, and disposal of goods, services, and construction, as applicable, under the authority of the Ordinance.

1.5.3 Civil Rights Compliance: Acceptance of offer is contingent upon the Offeror's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances and resolutions relating to the enforcement of civil rights and affirmative action. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Division, Family and Community Services Department.

1.5.4 Americans with Disabilities Act Compliance: Offeror certifies and agrees, by submittal of its offer, to comply and act in accordance with all applicable provisions of the Americans With Disabilities Act of 1990 and federal regulations promulgated there under.

1.5.5 Insurance and Bonding Compliance: Acceptance of offer is contingent upon Offeror's ability to comply with the insurance requirements as stated herein. Please include a certificate or statement of compliance in your proposal and bonds as required.

1.5.6 Ethics:

1.5.6.1 Fair Dealing. The Offeror warrants that its proposal is submitted and entered into without collusion on the part of the Offeror with any person or firm, without fraud and in good faith. Offeror also warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Offeror, or any agent or representative of the Offeror to any officer or employee of the Water Authority with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

1.5.6.2 Conflict of Interest. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Offeror also warrants that, to the best of its knowledge, no officer, agent or employee of the Water Authority who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.

1.5.7 Participation/Offeror Preparation: Offeror may not use the consultation or assistance of any person, firm company who has participated in whole or in part in the writing of these specifications or the Scope of Services, for the preparation of its offer or in the management of its business if awarded the contract resulting from this RFP.

1.5.8 Debarment or Ineligibility Compliance: By submitting its offer in response to this RFP, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the Water Authority immediately.

1.5.9 Goods Produced Under Decent Working Conditions: It is the policy of the Water Authority not to purchase, lease, or rent goods for use or for resale at Water Authority owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its offer in response to this solicitation, that the goods offered to the Water Authority were produced under decent working conditions. The Water Authority defines “under decent working conditions” as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [*Council Bill No. M-8, Enactment No. 9-1998*]

1.5.10 Graffiti Free: When required, the Contractor will be required to furnish equipment, facilities, or other items required to complete these services, that are graffiti-free. Failure of Contractor to comply with this requirement may result in cancellation of the contract resulting from this RFP.

1.6 City Contact: The sole point of contact for this Request for Proposals is the City of Albuquerque Purchasing Division. Contact the following individual(s) regarding this RFP:

- Thomas Courtin, Senior Buyer, Department of Finance and Administrative Services, Purchasing Division,
- Phone: (505) 768-3504 or E-Mail: tkcourtin@abcwua.org
- Post Office Box 1293, Albuquerque, New Mexico 87103

1.7 Contract Management: The contract resulting from this RFP will be managed by the Albuquerque Bernalillo County Water Utility Authority.

1.8 Clarification: Any explanation desired by an Offeror regarding the meaning or interpretation of this Request For Proposals must be requested in writing not less than ten (10) working days prior to the hour and date specified for the receipt of offers to allow sufficient time for a reply to reach Offerors before the submission of their offers. All inquiries must be directed to the Purchasing Office as stated herein. Oral explanations or instructions given before the award of the contract or at any time will not be binding. Any information given to a prospective Offeror concerning this Request For Proposals, will be furnished to all prospective Offerors as an amendment to this Request for Proposals, if such information is necessary to Offerors in

submitting offers on this Request For Proposals or if the lack of such information would be prejudicial to uninformed Offerors.

1.9 Submission of Offers: The Offeror's sealed proposal must be in the format outlined in Part 2 of this Request for Proposals and mailed or delivered pursuant to the following requirements:

1.9.1 Envelope preparation. Offers and modifications thereof shall be enclosed in sealed envelopes and have the following identifying information on the outside:

- Name and address of Offeror
- Closing Date and Time
- Request for Proposals Number
- RFP Title

1.9.2 Ship, Deliver or Hand Carry Sealed Offers to: The Office of the City Clerk, City /County Government Center, Basement Level, Room 2041, One Civic Plaza, N.W., Albuquerque, New Mexico 87102. Mark all packages as stated above.

1.9.3 Mail Sealed Responses to: Office of the City Clerk, Post Office Box 1293, Albuquerque, New Mexico 87103. (Certified Mail is recommended). The City shall not be responsible for the failure of mailed offers to actually be received by the Office of the City Clerk by 4:00 of the day of closing.

Note: The City picks up mail at the post office **only once** per day usually at 7:00 AM (Local Time). **Note: ALL SEALED PROPOSALS MUST BE RECEIVED BY THE OFFICE OF THE CITY CLERK NO LATER THAN 4:00 PM, LOCAL TIME AS RECORDED IN THE CITY CLERK'S OFFICE.**

1.9.4 No other methods of delivery: Neither telephone, facsimile, electronic, nor telegraphic offers shall be accepted.

1.9.5 Submit Hard and Soft Copies of the Proposal as follows:

- **Hard Copy - 1 original and 10copies of your Technical Proposal. Submit 1 original and 1 copy of your Cost Proposal. Soft Copy - Submit 1 Original Technical and Cost Proposal on a CD.**

1.9.6 Modification or Withdrawal of Offer: Offers may be modified by submittal of a substitute or supplemental proposal to the City Clerk's Office following the submission requirements set out above. Offers may be withdrawn by written request provided to the City Clerk. In either case, such action must occur prior to the hour and date specified for receipt of offers.

1.9.7 Failure to Submit Offer: If no offer is to be submitted, the recipient shall not return the Request For Proposals.

1.10 Receipt of Proposals: The only acceptable evidence to establish the time of receipt of proposals at the City Clerk's Office is the time-date stamp of such office on the proposal wrapper or other documentary evidence of receipt maintained by the office.

1.11 Acknowledgment of Amendments to the Request For Proposals: Receipt of an amendment to the Request For Proposals by an Offeror must be acknowledged (a) by signing and returning the amendment, (b) by letter, or (c) by mention in your proposal. Such acknowledgment may be submitted with your offer.

1.12 Deleted

1.13 Draft Agreement: A copy of the Draft Agreement to be entered into is attached. Please state that you accept the terms and conditions of the Draft Agreement, or note exceptions.

1.14 Evaluation period: The Water Authority reserves the right to analyze, examine and interpret any offer for a period of ninety (90) days after the hour and date specified for the receipt of offers.

1.15 Evaluation Assistance: The Water Authority, in evaluating proposals, reserves the right to use any assistance deemed advisable, including Water Authority contractors and consultants.

1.16 Rejection and Waiver: The Water Authority reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

1.17 Debarment of Offeror: Any proposal received from an Offeror that is, at the time of submitting its proposal or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

1.18 Award of Contract:

1.18.1 When Award Occurs: Award of contract occurs when a Purchase Order is issued or other evidence of acceptance by the Water Authority is provided to the Offeror. A Recommendation of Award does not constitute award of contract.

1.18.2 Award: If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer conforming to the Request for Proposals will be most advantageous to the Water Authority as set forth in the Evaluation Criteria.

1.18.3 Contract Term: The contract term shall be for a period of two (2) years from the effective date of the contract and/or final execution by the Water Authority. This contract term may be extended to complete Phase 1. Funding for additional periods of time and phases are subject to appropriations. See Part 6. 3.C

1.18.4 Type of Contract: Time and Materials.

1.18.5 Debarment/Cancellation of Contract: Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP (the “Contractor”), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the Water Authority shall have the right to cancel the contract with the Contractor resulting from this RFP for cause as provided in accordance with the terms of said contract.

1.19 Cancellation: This Request for Proposals may be canceled and any and all proposals may be rejected in whole or in part when it is in the best interest of the Water Authority.

1.20 Negotiations: Negotiations may be conducted with the Offeror(s) recommended for award of contract.

1.21 Water Authority Furnished Property: No material, labor, or facilities will be furnished by the Water Authority unless otherwise provided for in the Request for Proposals.

1.22 Proprietary Data: This Request for Proposals shall be open to public inspection after the recommendation of award of a contract has been signed by the Executive Director, except to the extent the Offeror designates trade secrets or other proprietary data to be confidential. Material so designated must be separated from the Offeror’s main proposal and each page shall be clearly marked in order to consider confidential and to facilitate public inspection of the non-confidential portion of the proposal. Prices and makes and models or catalog numbers of the items offered, deliveries, and terms of payment shall be publicly available regardless of any designation to the contrary. The Water Authority will endeavor to restrict distribution of the material designated as confidential or proprietary to only those individuals involved in the review and analysis of the proposals. Offerors are cautioned that materials designated as confidential may nevertheless be subject to disclosure under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978).

1.23 Preferences: Preferences for local, small and resident businesses may be available under the City of Albuquerque Public Purchases Ordinance, for this procurement. See Part 5 of this Request for Proposals for additional information.

1.24 REQUEST FOR PROPOSALS (RFP) PROTEST PROCESS:

1.24.1 When: If the protest concerns the specifications for a competitive solicitation or other matters pertaining to the solicitation documents, it must be received by the Purchasing Officer no later than ten working days prior to the deadline for the receipt of offers.

1.24.2 Recommendation of Award: If the protest concerns other matters relating to this solicitation, the protest must be filed within ten working days after the receipt of notice of the Recommendation of Award.

1.24.3 Timely Protests: Protests must be received by the Purchasing Officer prior to the appropriate deadline as set out herein, or they will not be considered valid. The Purchasing Officer may waive the deadline for good cause, including a delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.

1.24.4 How to File: The protest shall be addressed to the Purchasing Officer, must be submitted in written form and must be legible. Protests may be hand-delivered or mailed. Facsimile, telephonic, telegraphic or electronic protests will not be accepted.

1.24.5 Required Information: The protest shall contain at a minimum the following;

- The name and address of the protesting party;
- The number of the competitive solicitation;
- A clear statement of the reason(s) for the protest;
- Details concerning the facts, which support the protest;
- Attachments of any written evidence available to substantiate the claims of the protest; and
- A statement specifying the ruling requested.

1.24.6 Address Letters and Envelopes as Follows:

- | | |
|---------------------------------|------------|
| • City of Albuquerque | RFP Number |
| • Purchasing Division | PROTEST |
| • PO Box 1293 | |
| • Albuquerque, New Mexico 87103 | |

1.24.7 Protest Response by Purchasing Officer: All protests will be responded to by the Purchasing Officer upon evaluation. The Purchasing Officer will, after evaluation of a protest, issue a response. Only the issues outlined in the written protest will be considered by the Purchasing Officer.

1.24.8 Protest Hearing: If a hearing is requested, the request must be included in the protest and received within the time limit to be allowed. The filing fee of twenty dollars (\$20.00) must accompany the request for hearing. Only the issues outlined in the protest will be considered by the Purchasing Officer, or may be raised at a protest hearing. The granting of a hearing shall be at the discretion of the Purchasing Officer following review of the request.

1.25 BONDS and INSURANCE:

1.25.1 General Conditions: The Water Authority will require that the successful Offeror, referred to as the Contractor, procure and maintain at its expense during the term of the contract resulting from the RFP, insurance in the kinds and amounts hereinafter

provided with insurance companies authorized to do business in the State of New Mexico, covering all operations of the Contractor under the contract. Upon execution of the contract and on the renewal of all coverage, the Contractor shall furnish to the Water Authority a certificate or certificates in form satisfactory to the Water Authority showing that it has complied with these insurance requirements. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. **The Albuquerque Bernalillo County Water Utility Authority shall be named an additional insured for Commercial General Liability insurance and Automobile Insurance and the coverages afforded shall be primary with respect to operations provided.**

1.25.2 Approval of Insurance: Even though the Contractor may have been given notice to proceed, it shall not begin any work under the contract resulting from this RFP until the required insurance has been obtained and the proper certificates (or policies) filed with the Water Authority. Neither approval nor failure to disapprove certificates, policies, or the insurance by the Water Authority shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect. If part of the contract is sublet, the Contractor shall include any or all subcontractors in its insurance policies, or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Contractor's insurance policies.

1.25.3 Coverage Required: The kinds and amounts of insurance required are as follows:

1.25.3.1 Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire Legal
\$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the Water Authority by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of the contract resulting from this RFP.

1.25.3.2 Automobile Liability Insurance. A comprehensive automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property

damage in any one occurrence. The policy must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

1.25.3.3 Workers' Compensation Insurance. Workers' compensation insurance policy for the Contractor's employees, in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico, (the "Act"). If the Contractor employs fewer than three employees and has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the Water Authority and comply with the Act should it employ three or more persons during the term of the contract resulting from this RFP.

1.25.3.4 Bonds. The Offeror and the Contractor shall furnish a separate Proposal Bond, Performance Bond, and Labor and Material Payments Bond as follows:

PROPOSAL BOND: Each offer MUST be accompanied by a proposal bond (one original and one copy provided in a separate sealed envelope) issued by a surety, duly authorized to conduct business in the State of New Mexico and acceptable to the City, in the amount of five percent (5%) of the total amount offered and written on the form provided in this RFP. The Proposal Bond is submitted as a guaranty that the OFFEROR, if awarded the contract, will promptly execute such contract in accordance with this Request for Proposals, will furnish good and sufficient bond for the faithful performance of the contract and for the payment of all labor and materials. The OFFEROR must be named as principal on the bond. NO THIRD PARTY BID BONDS WILL BE ACCEPTED.

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENTS BOND: The Contractor will be required to furnish separate surety bonds each in the amount of one hundred percent (100%) of the total contract amount, offered as security for the faithful performance of the contract and for the payment of all labor and materials. These bonds must be written on the forms provided in this RFP and furnished prior to or at the time of the issuance of a written notice of award of a contract resulting from this RFP. The Contractor must be named as principal on the bonds. No third party performance bonds will be accepted. The sureties on such bonds shall be duly authorized to conduct business in the State of New Mexico, and acceptable to the City.

CASHIER'S CHECKS, CERTIFIED CHECKS, PERSONAL CHECKS, LETTERS OF CREDIT, CASH OR OTHER SUBSTITUTES WILL NOT BE ACCEPTED IN LIEU OF THESE BONDS.

Upon execution of the contract resulting from this RFP, and annually fifteen (15) calendar days prior to the commencement of each fiscal year (July 1 to June 30), the Contractor will furnish separate surety bonds (performance and labor and material payment bonds) as security for the faithful performance of the contract by the Contractor during the fiscal year and shall be XXX Dollars (\$X,XXX,XXX) each and this amount

may be increased by the Water Authority after the first fiscal year if annual usage is in excess of this amount. The bonds may be renewed annually at the option of the surety by means of a continuation certificate. These bonds must be written on the forms provided in this RFP and the Contractor must be named as principal on the bonds. No third party performance bonds will be accepted. The sureties on such bonds shall be duly authorized to conduct business in the State of New Mexico, and acceptable to the Water Authority.

1.25.5 Increased Limits: During the life of the contract the Water Authority may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

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PART 2 PROPOSAL FORMAT

2.1 Technical Proposal Format, Section One

2.1.1 The Technical proposal must be ordered and organized using the Sections as described below. Failure to follow these instructions may result in the proposal being considered as non-responsive and rejected by the Ad-Hoc Committee.

2.1.2 Submittals should include but are not limited to, the proposal itself followed by Attachments A, B, C, D, and E. NOTE: Proposers should consider first completing the Requirements Matrix, Attachment A, and if any portion of the following information is fully represented there, simply include a cross reference in the proposal to the item number in the matrix that contains the relevant information.

2.1.3 The proposal itself should adhere to the following format and include:

2.1.4 Cover Letter

One or two page introduction, and signed statement of commitment to the RFP requirements.

2.1.5 Description of the Company

Provide a description of the proposing company, including, but not limited to:

- Years in business;
- Changes in ownership;
- The AMR/AMI product evolution;
- Number of dedicated AMR/AMI employees and contractors;
- List of Water/Wastewater clients (emphasize New Mexico clients, if any);
- Percent of sales to Water/Wastewater clients in the previous three years;
- Number and list of “other-than-Water/Wastewater” clients (emphasize New Mexico clients);
- Any contracts canceled for convenience or cause in the previous five years;
- Activities and actions by the company that demonstrate long-term commitment and support for Water/Wastewater clients;
- Track record for on-time delivery of planned upgrades.

2.1.6 Project Understanding

In this section, demonstrate an understanding of the project, with relevant assumptions and dependencies, including onsite space and network requirements for implementation staff and Water Authority staff requirements during each phase of the scope of work.

2.1.7 Project Personnel

Include an organizational chart of the proposed implementation team, employees and contractors by name and function, indicating their availability and working addresses. Please clearly distinguish if proposed members are employees or contractors and indicate their direct experience implementing the proposed solution. Experience that is relevant to water and/or wastewater analyses should be emphasized.

2.1.8 Project Dedication

Please provide a breakdown of the percentage of time each team member will be dedicated to this project. For each phase of implementation, indicate time and function requirements and expectations for Water Authority personnel.

2.1.9 Related Experience of Vendor Firm

Provide a description of current and past work experience (minimum of three (3), maximum of eight (8)) performed on projects of a similar nature and size that would substantiate the qualifications of the Vendor Firm for the work specified in the Scope of Work. Include contactable references for all projects. Water and wastewater industry projects and contacts are preferred.

2.1.10 Project Schedule and Implementation Work Plan

A Project Schedule (relative to the Notice to Proceed) shall be furnished by the Proposer showing the personnel engaged in each task, the deliverables, and the significant completion dates (days after contract start, not specific dates) for the major tasks of the project. Appropriate review periods should be indicated, as specified in Part 3 (Scope of Services). An overview of the project schedule should be illustrated in a Gantt chart.

Include any anticipated risks, negative or positive, and proposed response strategies. Include the Proposer's perception of the degree of Water Authority participation required to complete the tasks in the Scope of Work, and when each task involving Water Authority participants should be completed.

The Implementation Work plan should be a task-based elaboration that is fully represented as the Scope of Services and Schedule, to include, at a minimum:

- Project kickoff meeting;
- Project management coordination with the Water Authority project manager, resource planning, assignment of roles and responsibilities, etc. It should also include a thorough discussion as to what the process is for Change Management, how deviations in schedule and cost are communicated to the Water Authority (e.g., is there a Water Authority sign-off for changes), and how the Vendor will manage the human aspects of business process changes due to the new AMR/AMI;
- Communication planning for all stakeholders;

- System configuration and stakeholder reviews;
- Data migration activities (if any). Vendor to analyze data and provide full direction as to how to best cleanse data to fit Vendor data structure;
- Report development;
- User and System Acceptance Test planning, including Final System Acceptance signoff followed by a ninety 90-day warranty period;
- Planning for parallel operation during the warranty period;
- Training;
- Go-Live assistance;
- Support subsequent to warrant period.

Please note: In preparation of the project work plan, schedule, and resource commitments, a practical approach and realistic projection of timing is of primary importance. In addition, clearly identify where each work activity will take place (e.g., on/off-site, via remote connection, etc.)

2.1.11 Attachment A: Requirements Matrix

All Requirements Matrix items shall be addressed in detail by the Proposer to give the Water Authority an idea as to how the proposed AMR/AMI offer will fit the business needs. Proposers should feel free to expand columns or otherwise alter the format of the Requirements Matrix to best facilitate their response. The Requirements Matrix shall also be included in electronic format on the submittal CD. Please note that all answers must reflect current capabilities. Any future capabilities must be stated as such and outlined with a development schedule. Please provide any impact your responses may have on future phases/expansion of the AMI.

2.1.12 Attachment B: Resumes of Proposed Implementation Team

The Proposer shall provide resumes of all individuals proposed as part of the Implementation Team in the Work Plan. All resumes shall follow the same format. The team resumes shall also be included in electronic format on the submittal CD.

2.1.13 Attachment C: Propagation Study

The Proposer shall provide a propagation study for the service area that contains the large meters as identified in this RFP. Functionality, the propagation study should be of adequate detail that will ensure 95% or greater probability that all large meters listed in the RFP will have adequate coverage for daily downloading of all interval read and event data. Technically, the propagation study should include the RF link budget and link margin for each of the 850 large meter locations along with a description of the model used and assumptions made.

2.1.14 Attachment D: Cost of Services

Proposers shall thoroughly complete Attachment D in the format provided. Details may be added as necessary. As part of Attachment D, the Proposer shall

include a proposed Payment Schedule. The Cost of Services and Payment Schedule shall also be included in electronic format on the submittal CD. Attachment D, the cost proposal shall be provided in a separate sealed envelope per 1.9.5, and distinctly marked as “Cost Proposal”.

2.1.15 Attachment E: Additional Considerations

Proposers shall include additional items or differentiating factors not addressed in the RFP, either in the proposal or Attachment A, that are considered essential for the successful completion of the project.

PART 3

SCOPE OF SERVICES

There are approximately **190,000** meters in the system, 94% are read manually, 6% are read with mobile automatic meter reading solutions. Of these, approximately 850 are considered large meters. The Water Authority plans to expand AMR to a Fixed Network Advanced Meter Infrastructure System (AMI) that will cover large meters throughout the service area and which should provide increased meter reading accuracy, improve customer service, reduce data collection costs and quickly gather critical information that provides insight to decision-makers.

This Request for Proposals (RFP) only pertains to the implementation of an AMI solution for the Water Authority's large meters. This includes hardware, software, and installation services of MIUs, regional collectors, hand held devices, network installation labor, etc., in other words, a “turn-key” solution. The Water Authority expects the Offeror to perform and provide in its response a propagation study that supports their solution.

Future phases will address the remaining meters in the Water Authority's water distribution system that are expected to be equipped with AMI. However, these phases have yet to be scheduled and are not part of this RFP. The Water Authority does not intend to issue another RFP for AMR/AMI software or services on subsequent phases; however, the Water Authority may choose to do so at its sole discretion.

The Water Authority understands that one single technology solution may not be appropriate for serving areas with varying meter densities including both dense urban areas and sparsely populated rural/farming areas. It is the Water Authority's intent to install a fixed based only system. However, a hybrid system solution for a partial fixed based and partial mobile system may be considered if the Offeror can demonstrate a benefit to the Water Authority. In answering Attachment A – Requirements Matrix, describe whether the proposed system is a hybrid system and clearly delineate the benefits over a fixed based only system.

In addition, it is understood that the proposer may offer software that can be categorized as an MDMS (Meter Data Management System) or may have implemented its solution with a third-party MDMS. If so, the Offeror should provide information on either of these options in its technical proposal in Attachment E referencing Attachment A as needed.

Information regarding the location and meter specifications is included in this RFP. All costs must be included as specified in Part 4.

In addition to this RFP, each vendor wishing to respond will receive the following files to assist them in their completion of this RFP. Due to their size, these files will be made available via a website and compact disc (CD). The information regarding the below files, access to the website and obtaining the CD will be provided at the pre-proposal conference as noted in Part 1.

- Table 1.xlsx – Phase 1 listing of Addresses included as part of Phase 1
- Map 1.pdf: - Service area for the entire Water Authority and Phase 1
- RCU Locations.xlsx – Listing of all likely RCU location

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PART 4 EVALUATION OF OFFERS

4.1 Selection Process. The Executive Director of the Albuquerque Bernalillo County Water Utility Authority shall name, for the purpose of evaluating the proposals, an Ad Hoc Advisory Committee. On the basis of the evaluation criteria established in this RFP, the committee shall submit to the Executive Director a list of qualified firms in the order in which they are recommended. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Ad Hoc Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Advisory Committee for oral presentations, facility surveys, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the Water Authority, at its option, may award this request on the basis of the initial offers.

4.2 Evaluation Criteria. The following general criteria, not listed in order or significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Executive Director. The proposal factors will be rated on a scale of **0-1000** with weight relationships as stated below.

4.2.1 Evaluation Factors:

Company Qualifications	100 Points
Price	250 Points
Project Personnel	100 Points
Project Approach	200 Points
Adherence to Requirements and Propagation Study	350 Points

The Selection Committee may wish to request additional information from Vendors. Following the review of Proposals, the Selection Committee may select one or more vendors to interview for additional information or clarification of their response. The interview will be done at the Authority's convenience. Additionally, negotiations may be conducted with selected Vendor(s) until such time as the Authority determines that the best value for the Authority has been obtained.

4.2.2 Cost/Price Factors: The evaluation of cost factors in the selection will be determined by a cost/price analysis using your proposed figures. Please note that the lowest cost is not the sole criterion for recommending contract award.

4.2.3 Cost Evaluation. The cost/price evaluation will be performed by the City Purchasing Division or designee. A preliminary cost review will ensure that each Offeror has complied with all cost instructions and requirements. In addition, proposals will be examined to ensure that all proposed elements are priced and clearly presented.

Cost proposals that are incomplete or reflect significant inconsistencies or inaccuracies will be scored accordingly or may be rejected by the Ad Hoc Advisory Committee if lacking sufficient information to determine the value/price/cost relative to the services proposed.

4.3 Preferences

Preferences for local, small and resident (state) businesses may be available under the Water Authority of Albuquerque Public Purchases Ordinance, for this procurement. See Part 5 of this Request for Proposals for additional information. For those Offerors qualifying for a preference, a 1.05 or 1.10 multiplier, whichever applies, will be applied to the total raw score assigned to its proposal by the ad hoc evaluation committee.

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PART 5
Instructions for PREFERENCE CERTIFICATION FORM
For Local, Small or Resident Business Preferences (Goods & Services)

1. ALL INFORMATION MUST BE PROVIDED. A 5% small business preference and a 5% local preference or resident business preference are available for this procurement. To qualify, an Offeror **MUST** complete and submit this Form **WITH ITS OFFER**. If an offer is received without the Form attached, completed, signed and certified, or if the Form is received without the required information, the preference will not be applied. **THE FORM OR A CORRECTED FORM WILL NOT BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF BIDS OR PROPOSALS.**

2. PHYSICAL LOCATION MUST BE STATED. To qualify for the small business or local preference, a business must have its principal office and place of business in the Greater Albuquerque Metropolitan Area. The business location inserted on the Form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address.

3. FORM MUST BE COMPLETED BY PRINCIPAL OFFEROR. This Form must be completed for the Principal Offeror, or one of the Principal Offerors if the Offeror is a joint venture or partnership, by an individual authorized to sign for the Offeror. Subcontractors of the Offeror may not qualify an offer for a preference and should not complete or submit the Form.

4. APPLICATION OF PREFERENCES. The small business preference and the local business preference will be applied to all offers submitted by eligible small businesses. The local preference only will be applied to all offers submitted by eligible local businesses which are not small businesses. If there are no offers submitted in response to a solicitation that are eligible for the local preference, then the Resident Business Preference will be applied to any offers submitted which have provided a valid, State of New Mexico-issued, Resident Business or Resident Manufacturer Certification Number.

5. DEFINITIONS. The following definitions apply:

- The Greater Albuquerque Metropolitan Area includes all locations within the City of Albuquerque and Bernalillo County.
- A local business is a business with its principal office and place of business in the Greater Albuquerque Metropolitan Area.
- A small business is a local business which employs an average of fewer than 20 full-time employees in a calendar year. The calendar year immediately prior to the request for the preference should be used.
- A principal office is the main or home office of the business as identified in tax returns, business licenses and other official business documents.
- A place of business is a location where the business conducts its daily operations, for the general public, if applicable.
- A full-time employee is an employee of the business who is hired to work at least forty (40) hours per week, whether in a permanent, temporary or seasonal status. If all full-time employees of the business are hired to work a shorter work week, the Water Authority's Purchasing Officer may reduce this requirement, upon receipt of adequate documentation.

6. ADDITIONAL DOCUMENTATION. If requested, a business will be required to provide, within three working days of receipt of the request, documentation to substantiate the information provided on the Form. The Water Authority's Purchasing Officer shall determine the sufficiency of such documentation.

PREFERENCE CERTIFICATION FORM
For Local, Small or Resident Business Preferences
(Goods & Services)

RFP NO: RFP2011-002-TC

Business Name: _____

Principal Office:

Street Address	State	Zip code
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Place of Business:

Street Address	State	Zip code
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If your Principal Office and Place of Business are in the Greater Albuquerque Metropolitan Area (see definitions in Instructions attached), please provide the following information:

Average Number of Full-time Employees over the Prior Calendar Year: SELECT ONE

- ☐ 0 – 19 employees.
- ☐ 20 employees or more.



If applicable, insert State of New Mexico Resident Business or Resident Manufacturer Certification Number: _____

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this Form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the Water Authority, will provide, within 3 working days of receipt of notice, the necessary documents to substantiate the information provided on this Form.

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____

Date: _____

YOU MUST RETURN THIS FORM WITH YOUR OFFER

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 1978 Sections 13-1-28, et seq., as amended, any prospective contractor seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals

who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Names of Applicable Public Officials (completed by State Agency or Local Public Body):

Mayor Richard J. Berry
Alan B. Armijo
Art de la Cruz
Trudy Jones

Rey Garduno
Debbie O’Malley
Maggie Hart Stebbins
Pablo R. Rael

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Contractor Firm Name

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Contractor Firm Name

Signature

Date

Title (Position)

PART 6
DRAFT AGREEMENT

THIS AGREEMENT is made and entered into on the date last entered below, by and between the Albuquerque Bernalillo County Water Utility Authority, a political subdivision of the State of New Mexico (Water Authority), and _____, hereinafter referred to as the "Contractor"), a _____, whose address is _____.

RECITALS

WHEREAS, the Water Authority issued a Request For Proposals for the, RFP2011-002-TC, titled "Advanced Meter Infrastructure System" attached hereto as Exhibit A and by this reference made a part of this Agreement; and

WHEREAS, the Contractor submitted its proposal, dated _____, in response to RFP2011-002-TC which proposal is attached hereto as Exhibit B and by this reference made a part of this Agreement; and

WHEREAS, the Water Authority desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Services. The Contractor shall perform the following services (hereinafter the "Services") in a satisfactory and proper manner, as determined by the Water Authority:

Provide implementation services for an advance meter infrastructure system in accordance with Exhibit A as supplemented by Exhibit B.

2. Time of Performance. Services of the Contractor shall commence on the date of final execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed within two years of the date of execution of this Agreement. This Agreement may be extended for future phases/periods upon written agreement of the parties.

3. Compensation and Method of Payment.

A. Compensation. For performing the Services specified in Section 1 hereof, the Water Authority agrees to pay the Contractor up to the amount of _____ Dollars (\$_____), which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the

Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing such Services.

B. Method of Payment. Such amount shall be paid to the Contractor in installments based on the payment schedule and milestones as identified in Exhibit C, which include any applicable gross receipts taxes. Payments shall be made to the Contractor upon completion of each task, upon receipt by the Water Authority of a properly documented requisition for payment as determined by the budgetary and fiscal guidelines of the Water Authority and on the condition that the Contractor has accomplished the Services to the satisfaction of the Water Authority.

C. Appropriations. Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the Water Board of the Albuquerque Bernalillo County Water Utility Authority making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Water Board, this Agreement may be terminated at the end of the Water Authority's then current fiscal year upon written notice given by the Water Authority to the Contractor. Such event shall not constitute an event of default. All payment obligations of the Water Authority and all of its interest in this Agreement will cease upon the date of termination. The Water Authority's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

4. Independent Contractor. The Contractor is considered as an independent contractor at all times in the performance of the services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the Water Authority under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the Water Authority under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. Personnel.

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the Water Authority.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of the Water Authority. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. **Indemnity.** The Contractor agrees to defend, indemnify, and hold harmless the Water Authority and their officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties for or on account of any matter arising from the Services performed by the Contractor under this Agreement. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. **Insurance.** The Contractor shall not commence any work under this Agreement until the insurances required in Exhibit A, Section 1.25, have been obtained and the proper certificates (or policies) have been submitted to the Water Authority.

8. **Discrimination Prohibited.** In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap or disability, as defined in the Americans With Disabilities Act of 1990, as currently enacted or hereafter amended.

9. **ADA Compliance.** In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990 (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the Water Authority as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the Water Authority, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

10. **Reports and Information.** At such times and in such forms as the Water Authority may require, there shall be furnished to the Water Authority such statements, records, reports, data and information, as the Water Authority may request pertaining to matters covered by this Agreement. Unless authorized by the Water Authority, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to the Agreement until the final product is submitted to the Water Authority.

11. **Open Meetings Requirements.** Any nonprofit organization in the Water Authority which receives funds appropriated by the Water Authority, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the Water Authority, is subject to the requirements of §2-5-1 *et seq.* R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.

12. **Establishment and Maintenance of Records.** Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the Water Authority with respect to all matters covered by this Agreement. Except as otherwise authorized by the Water Authority, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

13. Audits and Inspections. At any time during normal business hours and as often as the Water Authority may deem necessary, there shall be made available to the Water Authority for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the Water Authority to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

14. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Water Authority shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

15. Compliance with Laws. In providing the Scope of Services outlined herein, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, State, and local governments.

16. Changes. The Water Authority may, from time to time, request changes in the Scope of Services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Water Authority and the Contractor, shall be incorporated in written amendments to this Agreement.

17. Assignability. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the Water Authority thereto.

18. Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Water Authority shall thereupon have the right to terminate this Agreement by giving five (5) days written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, and reports prepared by the Contractor under this Agreement shall, at the option of the Water Authority, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Water Authority for damages sustained by the Water Authority by virtue of any breach of this Agreement by the Contractor, and the Water Authority may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the Water Authority from the Contractor is determined.

19. Termination for Convenience of Water Authority. The Water Authority may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to the Contractor. If the Contractor is terminated by the Water Authority as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the

Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding section hereof relative to termination shall apply.

20. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

21. Enforcement. The Contractor agrees to pay to the Water Authority all costs and expenses including reasonable attorney's fees incurred by the Water Authority in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

22. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. Exhibits A and B, attached hereto, are hereby made a part of this Agreement.

23. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque.

24. Approval Required. This Agreement shall not become effective or binding until approved by the Water Authority's Executive Director.

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IN WITNESS WHEREOF, the Water Authority and the Contractor have executed this Agreement as of the date first above written.

**ALBUQUERQUE BERNALILLO
COUNTY WATER UTILITY AUTHORITY**

CONTRACTOR:

Approved By:

By: _____

Executive Director

Title: _____

Date: _____

Date: _____

Federal Tax ID No:

State Tax ID No:

_____, **Director**

Department _____

Date: _____

ATTACHMENT A – REQUIREMENTS MATRIX

A	B	C	D	E
SECTION	CATEGORY AND NUMBERING	AMR/AMI REQUIREMENTS	NOT Included PROPOSED AMR/AMI	DESCRIPTION
NOTES —▶ TO RESPONDERS:		Proposers are requested to make an entry for each line-item requirement in Column E. The response may vary from "Standard AMR/AMI Functionality" (if the responder believes no further description is necessary) to a full-detail response (should the responder believe the proposed system's functionality requires clarification or somehow stands out from competing products). The responder may utilize the first line of each section ("GENERAL RESPONSE") to address the entire section with a single description. This is at the proposer's discretion; however each line-item requirement should either be addressed within the General Response or individually in Column E. Should the requirement not be met by the proposed AMR/AMI solution an indicator should be placed in Column D and a description provided in Column E.		
A	Vendor			
	A-1	Please provide an introduction to the Proposer's company and organization. Include the following: (Note: Respondents must have been in business for at least 5 years and be in continual good financial standing to meet the minimum standard.)		
	A-1a	· All changes of ownership		
	A-1b	· Years in business		
	A-1c	· Product evolution		
	A-1d	· Financial standing (including full disclosure of any bankruptcy or other financial situation)		
	A-1e	· Number of dedicated staff supporting the proposed system		
	A-1f	· Industry focus		
	A-1g	· Other relevant details as to provide a clear picture of the vendor being proposed.		
	A-2	Please provide a list and explanation for any contracts cancelled as a result of convenience or cause in the past five years. References for these may be requested at a future time.		
	A-3	Please provide a statement of commitment to the proposed system and to the water/wastewater industry for a period not less than seven years. Please provide information pertaining to the percentage of vendor sales within the last three (3) years to the water/wastewater community.		
	A-4	The version of the system proposed must be in production in no fewer than three (3) domestic clients in the water/wastewater industry. Please provide references for a minimum of five (5) client installations. (Note: ABCWUA will request to speak with individuals engaged in both the system implementation and subsequent daily interaction with the system.)		
	A-5	Optional: Please provide a complete list of clients in the water/wastewater industry.		
	A-6	Optional: Please provide a complete list of clients in New Mexico including those outside the water/wastewater industry.		
	A-7	A site visit may be required for the top-ranked vendor. Please provide the location and contact information of the preferred site visit location. (Locations in New Mexico are preferred, but not mandatory.)		
	A-8	Please provide evidence of the Proposer's track record with respect to on-time delivery of planned upgrades.		
	A-9	Elaborate appropriately and succinctly any Product/Company Information not called out in this section that are deemed important differentiators or essential functionality.		
B	System Infrastructure			
	The proposing vendor is expected to provide all necessary information regarding hardware, software, and database licensing subject to this section:			

	B-1	GENERAL RESPONSE / DESCRIPTION for this section as noted on line 2.		
	B-2	The system must operate in the Microsoft (MS) Windows Server 2008 and/or SUN/Netapp environment.		
	B-3	Provide a server specification including space requirements. Note: The AMI control computer shall be capable of operating in a normal office environment using normal office power supply, require no special installation, and be easily transferable. Components needing to reside in areas other than the Water Authority's office location data center need to be outlined by the Offeror. Indicate whether the system requires a temperature controlled environment. The vendor is NOT required to provide a quote for hardware.		
	B-4	The Authority prefers the Oracle database platform. Please specify the preferred database (including versions), and explain the rationale of the database choice.		
	B-5	Describe any experience utilizing server virtualization with the proposed AMR/AMI. Include any problems encountered.		
	B-6	Indicate where event triggering and transaction processing take place (e.g., database level, middleware, etc.).		
	B-7	Specify the proposed AMR/AMI architecture configuration by description and drawing (e.g., n-tier client-server, thin-client/web-enabled). No formal requirement is set forth in terms of architecture as long as it best meets the needs of the Authority.		
	B-8	Provide high-level details on the architecture of the proposed configuration, including the availability of API's, web services, and similar open architectures enabling expansion, custom reporting, and interfacing to the AMR/AMI (such description should include a listing and discussion of available web services).		
	B-9	The AMI system functions, reports, and data on the server shall be securely accessible by properly authorized persons from other workstations on the Water Authority's network. Describe how this capability is provided.		
	B-10	The Water Authority has defined the AMR/AMI as being a high priority system. Recovery of the system shall take no longer than twenty-four (24) hours after failure or disaster. Specify the disaster recovery solution to meet the 24 hour recovery including any additional hardware (server & storage), software, telecom and bandwidth requirements. The Water Authority currently has available the ability to replicate files between systems using NetApp solutions as well as other technologies like the inherent data replication within Oracle 10g/11g. The Offeror may recommend an alternative solution. Please indicate what hardware and software is required and whether it is obtainable outside the purchase contract.		
	B-11	The system must be compatible with MS Exchange Server 2005 and 2007 (for sending automated alerts, etc.) and use SMTP service. The Authority will not allow use of POP3 or IMAP services.		

	B-12	The minimum desktop/laptop/tablet configurations supported by the Authority are: desktop/laptop/tablet workstations with 2GB memory minimum, 75GB HD minimum, and standard peripheral support through USB, 10/100 NIC, and CD/DVD, running Windows XP Professional SP2. Please confirm that these configurations are acceptable along with the intent to support future versions of Windows while maintaining backward compatibility, specifically Windows 7.		
	B-13	Describe any experience or problems encountered with incompatible hardware, operating systems (specifically MS 7), server configurations, Microsoft Office 2003 or 2007 or similar issues of which the Authority should be aware regarding the related infrastructure.		
	B-14	Describe the software products and/or tools utilized in development of the AMR/AMI.		
	B-15	Describe the ability of the system to allow for active directory integration.		
	B-16	Elaborate appropriately and succinctly any System Infrastructure considerations not called out in this section that are deemed important differentiators or essential functionality.		
C	General System			
	C-1	GENERAL RESPONSE / DESCRIPTION for this section as noted on line 2.		
	C-2	Provide an overview, introduction, and history of the proposed AMR/AMI as it pertains to general system usage, differentiating features, and other relevant details.		
	C-3	The intended system must be a commercial-off-the-shelf (COTS) system; supply the following information:		
	C-3a	Number of installations following a versioning path		
	C-3b	Other information indicating a mature COTS system		
	C-4	Describe the system development plan and/or commitments to future releases, including a description of known feature, function, and/or architecture enhancements.		
	C-5	Describe the upgrade plan (i.e., Are upgrades required to maintain support? What notice is given and what upgrade paths are offered when a version approaches retirement? When is a version no longer supported, etc?). Also include the method of communication to inform the client an upgrade has been sent.		
	C-6	Describe the user interface, focusing on such items as the menu structure, screen layout, etc.		
	C-7	Explain any nomenclature associated with the proposed system that might be unique to the system (e.g., ERT/MIU, etc.).		
	C-8	Describe any event triggering available in the system and how such events are designated, added, amended, or deleted by a user or system administrator.		
	C-9	Describe the degree of configurability of the proposed system by a trained administrator. Include items such as ability to add/create user defined data fields, changing screen labels, etc.		

	C-10	Describe any third party software proposed. Include details on products, version, intended usage, and licensing.		
	C-11	Describe the proposed system's document management/attachment capabilities, including the methodology used to attach/assign documents to any record in the database. Include discussion on where documents or files are stored and managed (e.g., within the database or as external references).		
	C-12	Describe the AMR/AMI ability to allow data entry and review through browse screens (multiple record entry/review on a single screen).		
	C-13	Describe the number and type of user-definable fields available.		
	C-14	Elaborate appropriately and succinctly any General System considerations not called out in this section that are deemed important differentiators or essential functionality.		
D	Radio Licenses			
	D-1	GENERAL RESPONSE / DESCRIPTION for this section as noted on line 2.		
	D-2	Indicate what FCC or other regulatory agency licenses if, if any, the system will require. Indicate the expected length of time to acquire such licenses. Indicate what problems can occur in the process of obtaining such licenses. Describe how authorization of license use can be renewed. What alternatives are available if FCC licenses are not available in the Water Authority service area? Describe any potential conflicts with City Of Albuquerque service organizations such as Fire and Police departments or other known conflicts.		
	D-3	Offeror shall be responsible for obtaining all necessary licenses on behalf of the Water Authority. Licenses must be obtained and assigned radio frequencies verified as suitable for use with the AMR/AMI system(s) before any AMI equipment may be installed. NOTE: If Offeror is unable to obtain the necessary licenses, the Water Authority reserves the right to cancel the contract and orders for all or part of the system, and receive a full refund from Offeror of all amounts paid.		
	D-4	Indicate any provisions offered by the Offeror or its AMR/AMI system to identify and remove interlopers on its licensed frequency (ies).		
	D-5	Describe how interference is monitored, identified and remedied and by whom.		
	D-6	Elaborate appropriately and succinctly any Radio Licensing considerations not called out in this section that are deemed important differentiators or essential functionality.		
E	Meter Compatibility			
	E-1	GENERAL RESPONSE / DESCRIPTION for this section as noted on line 2.		
	E-2	The following list of meters are in use by the Water Authority		
	E-2a	Badger		
	E-2b	Sensus		
	E-2c	Hersey		

	E-2d	Rockwell		
	E-2e	Neptune		
	E-3	Elaborate appropriately and succinctly any Meter Compatibility considerations not called out in this section that are deemed important differentiators or essential functionality.		
F	Meter Interface Units (MIU)			
	F-1	GENERAL RESPONSE / DESCRIPTION for this section as noted on line 2.		
	F-2	Describe the physical characteristics of the MIU, including dimensions, weight and any mounting requirements or limitations (orientation, elevation, etc.). Provide pictures or drawings (to scale) when possible. If more than one design/device is offered, the Offeror should describe all models and why they are offered.		
	F-3	The Authority would prefer an MIU capable of supporting at least two meters. Describe how the MIU handles more than one meter register. Describe any degradation to MIU or battery performance if more than one meter is attached.		
	F-4	The MIU must be capable of operating in the environmental conditions found in Albuquerque NM. (Temperatures from 10F - 110F, low humidity, moderate precipitation). Describe the operating parameters the MIU functions in. Describe any degradation to MIU performance or battery life expected due to environmental factors that exist in Albuquerque NM.		
	F-5	The Authority requires the MIU to deliver a minimum of 24 meter reads per day per meter. Describe how the proposed MIU will deliver the required number of reads. Explain any available options for scheduling the delivery of reads to the AMI Control Computer (AMICC). Thoroughly explain any implications for each option that might affect or degrade the performance of the MIU, especially battery life expectancy.		
	F-6	The Authority requires the MIU battery to perform normally and meet the ABCWUA operational requirements for at least seventeen (17) years. Please describe the expected battery life of the MIU, include statistics from existing installations using the same proposed battery. Include a copy of the warranty for the battery and any assumptions made that support the warranty claims.		
	F-7	The Authority requires the MIU to connect to existing meters that currently have encoded registers. Describe how MIU's will be connected to existing meters. The connections are required to be made through the use of a waterproof connection. List all available options for the installation of your MIU into new or existing meters.		
	F-8	Can your MIU distinguish different makes and models of meter registers? Does the MIU have to be programmed or modified to accept different makes or models of meter registers? How and where is this accomplished? Are different MIUs required for different makes and models of registers? If so, how are these distinguished?		

	F-9	The MIU is required to utilize an accurate and reliable encoding technology to capture readings. Describe the encoding technology utilized in your MIU.		
	F-10	The Authority requires the MIU to operate within the existing meter boxes currently in use by the Authority. Existing configurations include: composite/plastic meter boxes with composite/plastic lids; concrete meter boxes with cast iron meter lids. Describe any expected performance degradation due to box/lid material and propose any remedies that may minimize or eliminate the performance degradation. Be sure to include any additional cost (material and/or labor) that might be required to resolve problems caused by meter box construction in the Cost Proposal.		
	F-11	The Authority requires the MIU to detect tampering to the MIU. Describe how the proposed solution handles tampering. Describe the notification options that are available to alert Authority personnel.		
	F-12	The MIU shall be permanently labeled with manufacturer's name, model number, "ABCWUA", a tamper warning, MIU identification number, required FCC labeling, input/output connections, and date of manufactured. The label should contain a bar code of the MIU identification number. Describe any other labeling options.		
	F-13	The MIU must meet and be approved by all applicable regulatory requirements. Describe all applicable regulatory requirements associated with your MIU and provide proof of applicable approvals for the device.		
	F-14	The Authority requires the MIU to be initialized or programmed during or prior to field installation. Describe all MIU programmability. Can the MIU store an account or meter number? Will this number be transmitted with the meter reading data? Can this number be programmed into the MIU from the field programming unit based on information downloaded from an installation work order database? Indicate capabilities and procedures. Indicate field length of account number.		
	F-15	The Authority requires the MIU to store, at a minimum, thirty (30) days of meter reads at the frequency detailed in F-5. Describe the MIU's capability to store additional reads and any limitations in meeting this requirement.		
	F-16	The Authority requires the MIU to return meter reads to an accuracy of .1 ccf (1 cubic foot). Describe how the system meets this requirement.		
	F-17	Describe the skill set required to maintain and service this equipment. Identify and describe all equipment required by the Water Authority to perform on-going maintenance and servicing of the MIUs.		
	F-18	Elaborate appropriately and succinctly any Meter Interface Unit (MIU) considerations not called out in this section that are deemed important differentiators or essential functionality.		
G	Regional Collector Unit (RCU)			

	G-1	GENERAL RESPONSE / DESCRIPTION for this section as noted on line 2.		
	G-2	Describe the physical characteristics of the RCU including dimensions, weight, and any mounting requirements or limitations (orientation, elevation, etc.). Provide pictures or drawings (to scale) when possible. If more than one design/device is offered, the Offeror should describe all models and why they are offered.		
	G-3	The Authority requires that RCUs be located at locations listed in file RCU Locations.xlsx included in the RFP CD. Describe any limitations these locations place on the overall system's ability to operate to meet the Authority's requirements. It is preferred that all RCUs be located first on Water Authority infrastructure. If, in some instances, that is not possible, other public sector infrastructure should be considered followed by private sector infrastructure.		
	G-4	Provide all information necessary on the required skill sets needed to locate and then set up the RCUs during the installation phase. The Offeror shall also offer options/recommendations as to where and how Water Authority staff would assist in the installations of the RCUs, the ability of the Offeror to perform this functions and if Water Authority staff can be trained or should assist in the initial deployment of these units. The Offeror shall confirm the types of mounting locations, determine arrangements, and include the estimated cost of mounting and any continuing infrastructure rental cost necessary for mounting RCUs in the appropriate locations in order to acquire reads as per the ABCWUA requirements.		
	G-5	Describe the power requirements for the RCU. Delineate who is responsible for obtaining power service if required. What are the estimated one-time and continuing costs for power? What are the consequences for the RCU when power is lost? Describe any battery backup capabilities and the purpose it serves. Describe the lifespan of the battery and any on-going maintenance required. Describe how the system preserves and delivers data during and after a power loss.		
	G-6	The RCU must be capable of operating in the environmental conditions found in Albuquerque NM. (Temperatures from 10F - 110F, low humidity, moderate precipitation). Describe the operating parameters the RCU functions in. Describe any degradation to RCU performance or battery life expected due to environmental factors that exist in Albuquerque NM.		
	G-7	Describe any additional network components (i.e., repeaters, signal boosters, etc.) that may be required by the system to meet ABCWUA system requirements. Provide details about each device and why they are required.		
	G-8	Provide the number and location of RCUs (and other necessary equipment) needed for this project. RCU number and location shall be based on propagation studies completed by the Offeror.		
	G-9	Describe how the RCU is protected against electrical surges such as lightning strikes.		

	G-10	Describe the skill set required to maintain and service this equipment. Identify and describe all equipment required by the Water Authority to perform on-going maintenance and servicing of the RCU's.		
	G-11	The Authority prefers the RCU to store, at a minimum, thirty (30) days of meter reads for all collected meters at the frequency detailed in F-5. Describe the RCU's capability to store additional reads and any limitations in meeting this requirement. If the vendor system is designed to move data from the MIU directly to the AMI database the vendor should provide documentation on how this requirement can be met with this methodology.		
	G-12	The RCU must meet and be approved by all applicable regulatory requirements. Describe all applicable regulatory requirements associated with your RCU and provide proof of applicable approvals for the device.		
	G-13	Define any applicable warranties associated with the RCU		
	G-14	Elaborate appropriately and succinctly any Regional Collector Unit (RCU) considerations not called out in this section that are deemed important differentiators or essential functionality.		
H	Overall Network Performance			
	H-1	GENERAL RESPONSE / DESCRIPTION for this section as noted on line 2.		
	H-2	The Water Authority requires guaranteed reliability to ensure reads are received from each endpoint under the network on a daily basis. Describe the mechanisms in place in your solution to ensure a minimum 98.5% probability of daily read?		
	H-3	The Authority requires the capability for unscheduled (on-demand) reads. Describe how the system meets this requirement.		
	H-4	The Authority requires that a field tester must be able to locate and diagnose problems with system components (meter register, MIU or RCU) unless the system incorporates an alternate way to make such diagnoses. The field tester should be able to ascertain the condition or remaining life of the battery in the MIU. Describe how the system meets this requirement.		
	H-5	The Authority requires that meter reads be synchronized to a clock in order to provide accurate time of day readings. Clock accuracy must be +/- 1 minute. Describe how the system meets this requirement.		
	H-6	The Authority requires that reads from all meters for the previous calendar day be delivered to the AMI Control Computer by 6:00AM MST on the next calendar day. Describe how the system meets this requirement.		
	H-7	The Authority requires that following an abnormal or delayed reading cycle (i.e., power outage) reads from all meters up to, and including the interrupted reads, shall be delivered to the AMI Control Computer within 3 calendar days. Describe how the system meets this requirement.		

	H-8	The Authority requires that the system provide a mechanism to alert and notify Authority personnel of possible leaks at a residence (Leak Detection). Describe how the system identifies, alerts and notifies leaks. Explain any options available for other methods of leak detection.		
	H-9	The Authority requires that the frequency of reads for a single meter (or group of meters) be adjustable through the AMI Control Computer to provide meter reads in frequencies up to 1 minute. Describe how the system meets this requirement and any implications this option might have on (or degrade the performance of) any system component, especially battery life expectancy. The Authority requires two-way communication.		
	H-10	Elaborate appropriately and succinctly any Overall Network Performance considerations not called out in this section that are deemed important differentiators or essential functionality.		
I	Installation Requirements			
	I-1	GENERAL RESPONSE / DESCRIPTION for this section as noted on line 2.		
	I-2	Prior to the start of the installation, the Water Authority's Project Manager will provide the Offeror with an electronic file containing the information necessary to create work orders for meter/AMI installations. The Water Authority will provide the Offeror with weekly updates to this file for routes where the AMI system has not yet been installed. For each meter, the data file will indicate the: Service Point ID, Time of Use (High, Low, Fire register) Meter Serial number (in most cases last 5 digits), meter billing size, meter location (if known), service address, Customer name and phone number that may be listed on the account. Describe any additional information required prior to installation.		
	I-3	The Authority may require that the Offeror notify the owner of a building of its intent to install the AMI system at a particular customer's premises. Prior to scheduling and commencing installation the Offeror shall submit detailed scheduling and installations procedures to the Water Authority for approval.		

	I-4	Prior to the commencement of full-scale installation, but after Offeror has installed the AMI system control computer and a sufficient quantity of RCUs, the Offeror shall install meter reading equipment on one of the Water Authority's routes (comprised of approximately 150 meters) following the Offeror's proposed installation procedures. During this test period (not longer than twenty (20) business days), the Water Authority and the Offeror shall evaluate the procedures for public notification, scheduling installations, MIU installation, data transfer to the Water Authority's billing system or MSDS, meter reading over the system, to ensure all components are working and effective. The Water Authority may require Offeror to modify any procedures that it deems are deficient or ineffective. No work will be started on other routes until the AMI system equipment is determined to be working to performance requirements on the test route, the project control procedures and systems are determined to be performing accurately, and the installation procedures have been approved by the Water Authority.		
	I-5	The Authority requires that the Offeror shall capture GPS positioning data (with accuracy of 1 foot or better), for each MIU installed on a meter (3" and larger) installed in an outdoor pit, box or vault.		
	I-6	Offeror shall be responsible for removing and properly disposing of any amount of dirt needed to access components of the system in a meter pit or vault. Dirt shall be removed such that there is a minimum of 2" clearance below the meter. All waste resulting from cleaning the meter pit as well as replacing the plate and lid must be cleaned up hauled off by the Offeror. The existing ring and lid, if replaced, shall be disposed of by the Offeror. If grass or shrubbery is damaged by the installation process, the Offeror must repair the damage to original condition to the satisfaction of the consumer by replanting, or residing. The Water Authority reserves the right to inspect any installation and clean-up work before payment is made to the Offeror. Offeror shall be responsible for claims resulting from damage caused by the installation		
	I-7	The Offeror shall be responsible for repairing any service lines it damages at its sole cost and expense, unless the Installation Manager has reported (prior to commencement of installation) a condition of antiquated or inferior plumbing to the Project Manager and the Project Manager has authorized the contractor to proceed with the work. In the event a service line fails during or after the installation procedure on the inferior plumbing has been authorized by the Project Manager, the Contractor's licensed plumber will oversee the necessary repair work to the water service line and be entitled additional negotiated compensation. The Water Authority also reserves the right to repair/replace the service lines with Water Authority crews		

	I-8	Offeror shall describe in detail its proposed system for ensuring that all data pertaining to installation is correctly recorded during installation, and that all data transferred to the AMI Control Computer system is accurate. Offeror shall describe procedures for eliminating any opportunities for a meter or MIU to be associated in the AMI Control Computer or the Authority's CC&B system with the wrong address or account number.		
	I-9	Should the Offeror receive a call or complaint from a customer or the Water Authority regarding installation, the Offertory shall immediately log the call, including caller's name, address, account number if available, date and time of call, nature of problem, and the action taken. Copies of all call logs shall be forwarded to the Water Authority's Project Manager not less than once per day.		
	I-10	The Offeror shall be responsible for replacing any supplied system component improperly installed by its Installer.		
	I-11	The Authority requires that each installation will be accepted by the Water Authority conditioned upon (1) electronic submission of a list of completed installations containing for that installation the Service Point identification number, address, MIU identification number, location of meter, installer's name, Offeror's inspector's name, and all other information relevant to the installation; (2) satisfactory inspection by meter readings from the meter and MIU by the Water Authority operating the AMI system in a normal way; and (3) confirmation that MIU identification numbers, meter register numbers and other information have been correctly captured in the AMI control system database and/or the Water Authority's MSDS for each customer's premises.		
	I-12	Offeror shall propose normal work hours, which must be approved by the Water Authority. Installers must be available for evening and Saturday installations, as well as for installations that must be conducted at other times because of special needs		
	I-13	Offeror shall conduct installations by route, or group of routes. Route groups shall be based on geographic proximity and logistics, and neighborhoods to be determined by the Water Authority in discussion with Offeror. Unless approved in writing by the Water Authority, Offeror shall complete at least 90% of the installations in one route or group of routes before commencing installation on the next route.		
	I-14	Elaborate appropriately and succinctly any Installation Requirements considerations not called out in this section that are deemed important differentiators or essential functionality.		
J	Reporting and Data Export			
	J-1	GENERAL RESPONSE / DESCRIPTION for this section as noted on line 2.		
	J-2	Describe any inherent system ad-hoc reporting functionality including the ability to export query results to third party software (i.e., Excel, Access, etc.). Description should include discussion on ability to save and share reports and to establish filters (e.g., saving the report template but allowing users to select specific criteria).		

	J-3	Describe any inherent system functionality which enables/facilitates cross-source reporting (e.g., comparative analyses on different meter locations).		
	J-4	Describe any inherent system graphing functionality.		
	J-5	Describe the trending and statistical analysis capabilities of the proposed AMR/AMI.		
	J-6	Describe the use or reliance on any third party ad-hoc reporting tools (e.g., Crystal Reports) for standard or non-standard reporting.		
	J-7	The vendor must provide a minimum 5 days of report development in addition to the time necessary to customize any "standard" reports.		
	J-8	Provide a list of any "standard" reports to be supplied with the system. These reports may include those of an operational (e.g., meter listing), management (e.g., QA reporting, non-reporting meter), transactional (e.g., audit trail) and/or general system nature. Please indicate if the report and/or function is electronic, print, or both.		
	J-9	Describe the method and process, if any, for affixing electronic signature to records, reports, and documents.		
	J-10	Describe the method external customers would utilize to view reports, reads, etc. Include the file format(s) available for upload for these reports (the Authority might like to allow customers to view/print reports themselves in a format that does not allow changes by the client).		
	J-11	Any report sent by the Authority must have the ABCWUA logo. Please describe the ability of the AMR/AMI to allow for logo insertion.		
	J-12	Elaborate appropriately and succinctly any Reporting and Data Export considerations not called out in this section that are deemed important differentiators or essential functionality.		
	J-12	The Authority will require the following interfaces. The vendor should describe and cost out the level of effort to complete interfaces: 1) Oracle's Customer Care and Billing system Version 2.2 is utilized as the CIS, 2) ESRI with ARCGIS Version 9.3 with an upgrade to Version 10 late August 2010. Data will need to be made available via ODBC connection or similar.		
K	Future Considerations			
	K-1	GENERAL RESPONSE / DESCRIPTION for this section as noted on line 2.		
	K-2	The Authority desires to extend the AMI to include pressure monitoring of the Authority's service system. Describe how the proposed system could accommodate approximately 1,000 pressure (or other transducers) monitors.		
	K-3	The Authority desires to extend the AMI to include detection of fire hydrant use through the use of wet barrel sensors. Describe how the proposed system could accommodate fire hydrant use detection.		

	K-4	Elaborate appropriately and succinctly any Future considerations not called out in this section that are deemed important differentiators or essential functionality.		
L	External Interfaces			
	L-1	GENERAL RESPONSE / DESCRIPTION for this section as noted on line 2.		
	L-2	The Authority requires the proposed AMR/AMI to export AMR/AMI data for import into the Authority's (internally or third party) developed Oracle-based AMI Historian (MSDS) system via a direct database interface. Describe any limitations in meeting this requirement.		
	L-3	The Authority may desire to interface AMR/AMI with the Authority's Oracle Customer Care and Billing (CC&B). Describe any experience interfacing with Oracle's system.		
	L-4	The Authority may desire to interface AMR/AMI with the Authority's Maximo Asset Management / Maintenance System. Describe any experience interfacing with Maximo.		
	L-5	Elaborate appropriately and succinctly any External Interface considerations not called out in this section that are deemed important differentiators or essential functionality.		
M	Handheld or Other Mobile Devices			
	M-1	GENERAL RESPONSE / DESCRIPTION for this section as noted on line 2.		
	M-2	Provide a specification for handheld or other mobile devices that may be used in AMR/AMI device interrogation, programming or data gathering. Such specification(s) should be based on the Proposer's experience in delivering the same in a working environment. The Authority would use handheld devices for device configuration and data retrieval. Note: Recommended handheld devices should be quoted in Attachment C "Cost Proposal" .		
	M-3	Describe the Proposer's experience with mobile data collection. Provide details on processes (e.g., synchronization, online availability, failure recovery, off-line capabilities, etc.) used in hand-held utilization.		
	M-4	For mobile devices, the AMR/AMI should provide a configurable data entry form and offer a bi-directional interface for such items as configuration and automated upload of collected data. Please explain the proposed system's method of achieving this result.		
	M-5	Elaborate appropriately and succinctly any Handheld Devices considerations not called out in this section that are deemed important differentiators or essential functionality.		
N	Training and Documentation			
	N-1	GENERAL RESPONSE / DESCRIPTION for this section as noted on line 2.		
	N-2	The Authority has facilities to accommodate training up to 10 people at a time. Describe the approach and curriculum for each of the classes listed below, including number of days, necessary skills of attendees, etc. (those identified should be considered the minimum requirement), and any others you recommend.		

	N-2a	End-user training classes (The Authority will have approximately 12 participants for this session)		
	N-2b	Separate System Administrator training classes for IT Administrator and Power Users (The Authority will have approximately 12 participants for this session)		
	N-2c	Separate report training depending on the method of reporting proposed: How to write reports within the AMR/AMI--from data to report.		
	N-2d	Follow-up training onsite within 30-90 days; explain how system proficiency is ensured after the follow-up training.		
	N-3	Describe the proposed system's training materials (e.g., video, online/CD training, workbooks) to enable future end users to learn the system without need of formal classroom based training. Note: Offering a "train-the-trainer" curriculum is not sufficient for meeting this requirement.		
	N-4	Describe any third party training necessary for use of the proposed system (e.g., Crystal Reports).		
	N-5	All training must be provided at Authority facilities. Designate any costs not covered in this proposal (e.g., travel by the Authority, and/or any assumptions on available facilities and equipment.)		
	N-6	Describe the proposed AMR/AMI documentation, including all system administration guides, technical reference guides, training materials, end-user manuals, and report development guides.		
	N-7	Describe all online help and documentation, including search capabilities, context sensitive searching, etc.		
	N-8	Describe database documentation available, including entity relationship diagrams, table structures and definitions, and other associated elements.		
	N-9	List any third party documentation to be delivered (e.g., Crystal Reports, hardware manuals, etc.)		
	N-10	Describe any regular user conferences or user group seminars sponsored by the vendor.		
	N-11	Elaborate appropriately and succinctly any Training and Documentation considerations not called out in this section that are deemed important differentiators or essential methodologies.		
O	System Support			
	O-1	GENERAL RESPONSE / DESCRIPTION for this section as noted on line 2.		
	O-2	The system must be maintained to be current with any future O/S or database upgrades such that support for these systems has not expired. Describe the process utilized to ensure compatibility with future versions of the installed platform and the infrastructure environment.		
	O-3	Describe the ability to provide the following minimum support items:		
	O-3a	The system should be provided with telephone and online support during standard business hours (8:00 a.m. to 5:00 p.m. MST). If the vendor's standard support hours fall outside of this time frame, describe the process that will used to support Authority.		

	O-3b	Response time of issues should be within 4 business hours.		
	O-3c	The system should be provided with annual upgrades and "bug" fixes as required.		
	O-3d	All upgrades or system patches must be provided with full documentation concerning the nature of the change and the process for its installation.		
	O-3e	Phone support must be available during the installation of any issued upgrade/patch.		
	O-4	Describe support procedures for incidents occurring outside normal business hours and/or emergency/critical situations.		
	O-5	Describe the process for system updates such that no content, links, configuration settings, files, etc. are abandoned.		
	O-6	Provide a statement guaranteeing future compatibility and "seamless" upgrade assuming an annual support agreement is maintained.		
	O-7	Describe any additional support functions offered as part of the proposed system (e.g., off-hours support availability).		
	O-8	Describe, with examples, the prioritization of support calls and the intended response time for resolution of each level of priority.		
	O-9	Fully describe the path for support issue escalation.		
	O-10	Indicate the duration of continued maintenance and support for superseded releases.		
	O-11	Describe any annual roadmap sessions available to communicate near-term functionality upgrades to clients.		
	O-12	Provide the cost difference between standard business hour support and 24x7 support, if available.		
	O-13	Describe any activities offered to ease the transition from implementation to support.		
	O-14	Elaborate appropriately and succinctly any System Support considerations not called out in this section that are deemed important differentiators or essential functionality.		
P	Data Archival and Backup			
	P-1	GENERAL RESPONSE / DESCRIPTION for this section as noted on line 2.		
	P-2	Describe any data archival utility feature including timing and frequency of archival, record selection and retention (e.g., by date, meter ID, etc.), restore options, etc.		
	P-3	Is the AMR/AMI provided with an inherent (or included) backup utility or does the system rely on the backup systems and processes of the operating environment (i.e., server and operating system)? Describe the functionality and/or the vendor's recommendation with respect to other tools/options for backup and/or archival.		
	P-4	Describe the proposed systems ability to retrieve archived data for inclusion in reports, and how report data may be used to obviate the need for voluminous long-term data storage. Include any 'restore' functionality and/or any limitations on the querability of such data.		
	P-5	Describe the ability to purge data from the system after a specified amount of time.		

	P-6	Elaborate appropriately and succinctly any Data Archival and Backup considerations not called out in this section that are deemed important differentiators or essential functionality.		
Q	Security			
	Q-1	GENERAL RESPONSE / DESCRIPTION for this section as noted on line 2.		
	Q-2	The AMR/AMI system shall provide security features to ensure that only authorized individuals enter, view and modify data. Access levels shall be definable to restrict use of system level functions (such as user authorization), and to provide data access levels to restrict the use of data entry, data approval, data retrieval, data modification, database structure creation or modification functions. Describe the security features of the proposed system, covering items such as system login, user validation (username/password), user groups, establishing privileges, etc.		
	Q-3	Describe the ability of the system to allow for complex passwords and forced expiration of passwords.		
	Q-4	Describe the ability for the AMR/AMI to allow restriction for:		
	Q-4a	Individual screens		
	Q-4b	Menus		
	Q-4c	Tables		
	Q-4d	Reports		
	Q-4e	Quality control functions		
	Q-4f	Other (please specify)		
	Q-5	Describe the auditing information (e.g., last user, last updated) stored with each database record (e.g., meter read) including any user definable options for the same.		
	Q-6	Elaborate appropriately and succinctly any Security considerations not called out in this section that are deemed important differentiators or essential functionality.		
R	Other Requirements			
	R-1	Elaborate appropriately and succinctly any other requirements not called out in this document and are deemed important differentiators, essential functionality, or contributing methodologies.		

ATTACHMENT B – AMR/AMI IMPLEMENTATION TEAM RESUMES

Submitted proposals shall include the resumes of the Proposer's AMR/AMI implementation project team, employees, and contractors. **NOTE:** The proposed project manager shall be committed throughout the project and be available for the initial interview prior to selection.

ATTACHMENT C – PROPAGATION STUDY

ATTACHMENT D – COST PROPOSAL

Submitted proposals should include but are not limited to the following information. The Water Authority seeks firm prices for the products and services outlined in Section 2.1.10 (Implementation Work Plan items) and Part 3 (Scope of Services) of Proposals. As part of Attachment D, the Proposer shall include a proposed Payment Schedule. The Cost of Services and Payment Schedule shall also be included in electronic format on the submittal CD.

Further granularity within the sections below is encouraged to indicate **EXACTLY** what is included in the quoted price. The Proposer assumes all liabilities with respect to any ambiguity in presentation of cost. Note: The Water Authority does *not* wish for the Proposer to include its own quotation format.

The vendor shall submit the following cost proposals in the format shown on the following pages: All cost proposals are on a not to exceed basis for each cost item below. Specify terms and conditions for site licenses, delivery, payment, and other applicable goods and services. Prices must be in effect for three (3) years after the Notice to Proceed date, including freight charges, applicable taxes, any other delivery costs incurred, and installation.

1. Cost Proposal 1: System Costs
Explain any necessary customization for mandatory Authority requirements and cost them out separately
2. Cost Proposal 2: Summary Cost by Activity
3. Cost Proposal 3: Annual Maintenance Support Costs
4. Cost Proposal 4: Other Contract Costs

COST PROPOSAL 1 - SYSTEM COST

List all software cost being proposed including one-time cost. Indicate product number when applicable for product line.

SOFTWARE NAME AND DESCRIPTION (list software name, description, version no. and purpose)	PRODUCT NUMBER	QTY	UNIT COST	TOTAL COST	WARRANTY PERIOD
Licenses for AMR/AMI. Please note version and any limitation or restrictions. Please base pricing on either 100 named users or 25 concurrent users. Please note the Water Authority prefers concurrent licensing if available.					
Additional Licensing required for establishment of an AMR/AMI test environment.					
Any third party software/hardware required to meet the stated functionality. Please note licensing registrations (number and type).					
Licenses for Interfaces to third party systems. Please provide a cost for each system listed in the requirements matrix.					
Network hardware (MIUs, RCUs, etc.) as required in the equirements Matrix.					
Other products required to meet the RFP requirements. Please list and explain. Please price each product separately.					
Modifications proposed including any third-party software/hardware to meet the requirements.					
COST PROPOSAL 1 TOTAL					

COST PROPOSAL 2 - SUMMARY COST BY ACTIVITY

ACTIVITY	VENDOR HOURS	VENDOR PERSONNEL COST	VENDOR EXPENSES	TOTAL COST
Project management, quality assurance, or other administrative services.				
Implementation services as described in proposal. Include all elements of delivery such as installation, configuration, acceptance testing, etc., with the following five items separate:				
Report Development. Indicate number of reports proposed. (Minimum of those named reports in requirements matrix, plus 10 additional days).				
Data Migration (if any)				
System Interfaces				
Documentation				
Training. Indicate number of days per class and number of hours per day below:				
System Administrator/Technical				
End-User				
Optional: Other, please specify_____				
Modifications necessary to meet the stated functionality.				
Other services required to meet the RFP requirements. Please explain.				
COST PROPOSAL 2 SUBTOTAL				
Travel and Related Expenses A not-to-exceed estimate should be provided. The Water Authority will not accept “as incurred” or similar response. (Note: Vendor should indicate the total number of trips and days onsite proposed).				
COST PROPOSAL 2 TOTAL				

COST PROPOSAL 3 - ANNUAL MAINTENANCE SUPPORT CONTRACT COST

The vendor shall submit an itemized listing of each component in the maintenance support contract. Specify proposed terms of the maintenance cost. The vendor shall also describe in detail the annual percentage charged for maintenance based upon each cost item. The cost item shall also be defined.

Provide cost figured for annual maintenance and future releases. Maintenance costs shall not exceed a five percent (5%) increase over the previous year's amount. Specify costs for future releases as the lower of, a state percentage off of the then current list price, or today's current price. Describe when the maintenance will become effective.

MAINTENANCE SUPPORT AND DESCRIPTION	ANNUAL MAINTENANCE COST
Annual support for one year; support to commence after 90-day warranty period following formal system acceptance. Also include, if available, the cost for 24x7 support.	
Pricing for any additional support services as per the requirements matrix (Attachment A). Please list by line item.	
COST PROPOSAL 3 TOTAL	

COST PROPOSAL 4 – OTHER CONTRACT COSTS

The following items will need to be specified for future use by the Water Authority and may be incorporated as part of the final contract.

COST ACTIVITY	COST
Per hour cost for custom programming and/or requested enhancements	
Per day cost of on-site, non-maintenance related activity. Include all expenses	
Cost of additional user/seat licenses. Also include options for enterprise licensing.	
Please note any cost incurred for an addition database instance to be used for testing/development.	
Future annual support. Please note any escalators.	
COST PROPOSAL 4 TOTAL	

The undersigned certifies that the proposed AMR/AMI will satisfy all elements and requirements of the related RFP.

Proposer Name:_____

Signature:_____

Title:_____

Date:_____

ATTACHMENT E – ADDITIONAL CONSIDERATIONS

Proposers should include additional items or differentiating factors not addressed in the RFP, either in the proposal or Attachment A, that are considered essential for the successful completion of the project.

ATTACHMENT F – BOND FORMS

Proposal Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT _____

as Principal, hereinafter called the Principal, and _____,

a corporation duly organized and existing under and by virtue of the laws of the State of _____
_____ and authorized to do business in the State of New Mexico, as Surety,
hereinafter called the Surety, are held and firmly bound unto the Albuquerque Bernalillo County
Water Utility Authority (Water Authority), as Oblige, hereinafter called the City, in the sum of
_____ Dollars
(\$ _____) for the payment of which sum well and truly to be made, we bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal has submitted the accompanying Proposal dated
_____, 2010, for "Advanced Meter Infrastructure System", which
Proposal is by reference made a part hereof and is hereinafter referred to as the Proposal.

NOW, THEREFORE, the condition of this obligation is such that, if the Water Authority
shall accept the Proposal of the Principal and the Principal shall enter into a Contract with the
Water Authority in accordance with the terms of such Proposal, and give such bond or bonds as
may be specified in the Request for Proposals with good and sufficient surety for the faithful
performance of such contract and for the prompt payment of labor and material furnished in the
prosecution thereof or in the event of this failure of the Principal to enter into such contract and
give such bond or bonds, if the Principal shall pay to the Water Authority the difference not to
exceed the penalty hereof between the amount specified in said Proposal and such larger amount
for which the Water Authority may in good faith contract with another party to perform the work
covered by said Proposal, then this obligation shall be null and void, otherwise to remain in full
force and effect.

SIGNED AND SEALED this _____ day of _____, 20____.

ATTEST:

Principal
By: _____

Title: _____

ATTEST:

Surety
By: _____

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
_____ as Principal, hereinafter called the Contractor, and
_____,
a corporation duly organized and existing under and by virtue of the laws of the State of _____
_____ and authorized to do business in the State of New Mexico, as Surety,
hereinafter called the Surety, are held and firmly bound unto the f Albuquerque Bernalillo
County Water Utility Authority, as Obligee, hereinafter called the Water Authority, in the
amount of _____ for the payment whereof the
Contractor and Surety firmly bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has submitted a Proposal in response to RFP2010-024-TC, entitled
“Advanced Meter Infrastructure System”, and shall by written agreement enter into a contract
with the Water Authority described as follows: _____

_____,
which contract shall by reference be made a part hereof and is hereinafter referred to as the
Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the Contractor shall
faithfully perform and complete said Contract according to its terms and comply with all
requirements of law, then this obligation shall be null and void; otherwise it shall remain in full
force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the
Water Authority.

The Surety hereby consents to progress payments to the Contractor and acknowledges
that such payments shall not preclude the Water Authority from showing the true character and
quality of materials furnished or services rendered or from recovering from the Contractor or
Surety such damages as the Water Authority may sustain by reason of deficiency in quantity or
quality of materials or services furnished with respect to which a progress payment was made.

Whenever the Contractor shall be, and is declared by the Water Authority to be, in
default under the Contract, the Water Authority having performed its obligations thereunder; the
Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
- . Obtain a proposal or proposals for submission to the Water Authority for
completing the Contract in accordance with its terms and conditions and, upon determination by
the Water Authority and Surety of the responsive and responsible Offeror, arrange for a contract
between such Offeror and the Water Authority and make available as the work progresses (even
though there should be default or a succession of defaults under the Contract or Contracts of

completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph shall mean the total amount payable by the Water Authority to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Water Authority to the Contractor.

The Surety acknowledges that the Contract may contain express guarantees and agrees that said guarantees, if any, are covered by the Surety's obligation hereunder.

Any suit under this bond must be instituted before the expiration of three years from the date on which final payment under the Contract falls due, except that, with respect to express guarantees of a longer term, a suit thereon must be initiated within six months following the expiration of said express guarantees, if any.

Right of action with respect to any express guarantees, if any, in the Contract shall accrue following completion and formal acceptance of the work under the Contract.

No right of action shall accrue on this bond to or for the use of any persons or corporation other than the Water Authority named herein or its successors or assigns.

SIGNED AND SEALED this _____ day of _____, 20____.

ATTEST:

Contractor

By: _____

Title: _____

ATTEST:

Surety

By: _____

Title: _____

Claims or Notice given to Surety pursuant to this Bond shall be sent to the following mailing address:

Labor and Material Payment Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT _____

as Principal, hereinafter called the Contractor, and _____,
_____,
a corporation duly organized and existing under and by virtue of the laws of the State of _____
_____ and authorized to do business in the State of New Mexico, as Surety,
hereinafter called the Surety, are held and firmly bound unto the Albuquerque Bernalillo County
Water Utility Authority, as Obligee, hereinafter called the Water Authority, in the amount of

_____ Dollars (\$_____) for the payment
whereof the Contractor and Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has submitted a Proposal in response to RFP2010-024-TC,
entitled "Advanced Meter Infrastructure System" and shall by written agreement enter into a
contract with the Water Authority described as follows: _____, which
contract shall by reference be made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the Contractor shall
pay as they become due, all just claims for labor performed and materials and supplies furnished
upon or for the work under said Contract, whether said labor be performed and materials and
supplies be furnished under the original Contract or any contract thereunder, then this obligation
shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the
following conditions:

The right to sue on this bond accrues only to the Water Authority and the
parties to whom Sections 13-4-18 through 13-4-20 NMSA 1978, as amended,
grant such right; and any such right shall be exercised only in accordance with the
provisions and limitations of said statutes.

SIGNED AND SEALED this _____ day of _____, 20____.

ATTEST:

Contractor

By: _____

Title: _____

ATTEST:

Surety

By: _____

Title: _____

Claims or Notice given to Surety pursuant to this Bond shall be sent to the following mailing address:

This Bond is issued simultaneously with the Performance Bond in favor of the Water Authority for the faithful performance of the Contract.