

Request for Proposals

for

Advanced Metering Infrastructure (AMI) System

for the

City of Sioux Falls, South Dakota

Guidelines and Requirements for Submittal

Request No. 16-0080

Prepared by: City of Sioux Falls
Light and Power Division
April 18, 2016

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Section 1 Introduction and Instructions

1.1 Purpose of the RFP

This Request for Proposal (RFP) is issued by the City of Sioux Falls acting through its Light and Power Division and Purchasing Office (hereinafter referred to as the "City"). The purpose of this RFP is to solicit proposals for an Advanced Metering Infrastructure (AMI) System for the City.

1.2 Contact Person, Telephone, Fax Number, and Email

David Dekker, Purchasing Specialist, Finance department, is the point of contact for this RFP. Unauthorized contact regarding the RFP with other City employees may result in the Offeror being disqualified.

David Dekker, Purchasing Specialist, Finance department

Phone: 605-367-8833

Email: ddekker@siouxfalls.org

1.3 RFP Schedule of Events

This schedule of events represents the City's best estimate of the schedule that will be followed for this RFP. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP issued: May 6, 2016
- Preproposal conference: May 17, 2016
- Deadline for questions: May 24, 2016
- Proposals due: June 16, 2016
- Interviews, if necessary: Week of July 18, 2016
- City issues Notice of Intent to Award a Contract approximately: Week of July 25, 2016
- Trial period begins: August/September 2016
- City issues contract approximately: December 2016/January 2017

1.4 Return Mailing Address and Deadline for Receipt of Proposals

Offerors must submit one (1) electronic version in Microsoft Word or PDF format (on CD or USB drive) and six (6) hard copies of the proposal in a sealed envelope or package with one labeled as an original.

One Cost Proposal is to be submitted in a separate sealed envelope or package clearly labeled "Cost Proposal."

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the City before the deadline for receipt. Envelopes or packages must be addressed as follows:

City of Sioux Falls Engineering Office
Attention: David Dekker
Purchasing Specialist
RFP No. 16-0080
224 West Ninth Street
P.O. Box 7402
Sioux Falls, SD 57117-7402

Proposals must be received by the Engineering Office at the location specified no later than **2 p.m., Central standard time, on June 16, 2016**. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means.

Offerors assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. An Offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

1.5 Questions and Addenda

Questions regarding this RFP shall be submitted in writing to David Dekker, Purchasing Specialist, 224 West Ninth Street, P.O. Box 7402, Sioux Falls, SD 57117-7402, or email to ddekker@siouxfalls.org. Answers to questions will be posted on the City's website, www.siouxfalls.org, within 48 hours. The deadline for questions is 2 p.m., Central standard time, May 24, 2016.

If deemed necessary, addenda to the RFP will be issued and will be emailed to the proposers. No addenda will be issued after 5 p.m., May 27, 2016.

Responding Offerors are expected to raise any questions, exceptions, or additions they have concerning the RFP document. If a respondent discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, they should immediately notify the above-named individual of such error in writing and request modification or clarification of the RFP document.

Responding Offerors are prohibited from communicating in any other manner about this project with any other City employee from the date of issuance of this proposal until the final selection, unless otherwise directed by the Purchasing Manager. Other means of communications or contact may disqualify the submitting Offeror.

1.6 Notice Provided

The Request for Proposal and any amendments to the RFP will be posted on the following website: www.siouxfalls.org.

1.7 Preproposal Conference

A preproposal conference will be held at City Hall, 224 West Ninth Street, Sioux Falls, SD 57104, First Floor Conference Room, at 9:30 a.m. on May 17, 2016. Representatives of the City will be present to discuss the Request for Proposal. Offerors interested in submitting a proposal are encouraged to attend and participate in the conference. The City will issue such addenda as the City considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be legally binding or legally effective.

1.8 Letter of Interest

Offerors interested in receiving any notices related to this RFP are required to contact the Purchasing Specialist with the name of their firm, contact person, mailing address, telephone number, fax number, and email address. The sole purpose of the Letter of Interest is to provide the City with a contact person to receive any notices related to the RFP. Submission of a Letter of Interest is not a requirement for submitting a proposal to this RFP. The City must receive the Letter of Interest from the Offeror by May 18, 2016.

Section 2 Scope of Work

2.1 Introduction

The City is requesting proposals for an AMI System for the City Light and Power Division.

2.2 General Billing Requirements

The City seeks an efficient billing process. The City requires invoicing to each account, as requested, at no additional charge to the City. The billing format will be reviewed and approved by the contract administrator prior to the final contract agreement. Offeror must thoroughly describe their ability to accept and process orders using purchase orders or purchasing cards. Offerors must also discuss their ability to receive online payment via purchase card, receive an electronic funds transfer from the City, and/or a seamless electronic interface to City accounting systems.

The City **will not** accept fuel surcharges, delivery charges, or any other miscellaneous fees and/or surcharges.

Offerors are invited to provide any other information that they feel is relevant to this RFP process; for example, would the Offeror provide any additional services at no cost to the City or assist the City in evaluating its existing needs and future needs.

2.3 Background

The Light and Power Division provides public power throughout defined service territories in the city of Sioux Falls to over 2,600 customers including government entities, businesses, and private residences. In addition, the Light and Power Division maintains over 18,500 streetlights in Sioux Falls. Sioux Falls Electric Light and Power receives a portion of its electricity from Western Area Power Administration (WAPA) and also receives supplemental power from Heartland Power to meet its daily energy needs that exceed City's WAPA allocation. The Heartland Power energy supplement also serves as a standby source should there be an interruption to WAPA's supply. The City owns and maintains a power system of over 93 miles of overhead and underground distribution power lines. The City also maintains an inventory of light fixtures, poles and lamps for repairs, and new streetlight installations.

The City currently utilizes the following meter types:

Meter Type	Estimated Percentage
2S Meters – 240V	55%
2S Meters – 480V	2.5%
9/8S Meters – Multivoltage	15%
15/16S Meters – Multivoltage	15%
1S Meters – 120V	2.5%
12S Meters – 120V	10%

The City is accepting proposals to supply an AMI System for all of the distribution residential and commercial electrical metering points. The utility plans to deploy the system over one to three years starting late 2016/early 2017. This timing is subject to change based on proposals and financial conditions. Some of the objectives of the AMI System are:

- Reduce electric meter reading costs.
- Increase meter reading performance and accuracy.
- Provide two-way monitoring and control functions through the system.
- Provide outage and restoration notification to increase outage management efficiency.
- Reduce energy theft.
- Perform remote disconnect/reconnect of residential service.
- Supply comprehensive data from endpoints.
- Provide endpoint information to other applications.
- Allow incremental deployment and expansion.
- Position the City for future competition in the market and for future technological advances.
- Integrate real time information from AMI System to billing and/or consumer engagement with our current billing system (Advanced Utility Systems—CIS Infinity) and future consumer engagement system.
- Allow the capability to provide customers with their real time energy use data.

- Provide peak demand response capability.

2.4 Project Overview

The City is issuing this RFP to identify the AMI solution that best addresses the requirements and objectives of the City. When RFP responses have been received and evaluated, the City will require the top proposal to present and demonstrate their product's capabilities during a preliminary trial period. An agreement will then be negotiated with the successful Offeror for implementation of their AMI solution. Some of the programs that the City will consider in the future are:

- Substation and distribution automation
 - Automatic power factor control
 - Conservation voltage reduction
 - Recloser and breaker automation
- Integration of AMI meter data into the outage management system
- Consumer engagement
- Distributed generation

2.5 Submittal Requirements

The following shall be completed by the selected Offeror:

The submittal must contain the following information:

Cover Letter and Table of Contents. Provide name and address of the Offeror and project contact person with address, telephone number, and email address. Acknowledge receipt of any addenda if applicable. In an **Executive Summary**, summarize your understanding of the project scope and services being required. Provide a statement indicating your ability to provide timely services for this project and to meet the requirements of the proposed schedule. Indicate your acceptance of the requirements of this RFP. Provide a one-page summary of the benefits you believe the City would receive from selecting you.

The cover letter **must be signed** by a duly authorized official of the Offeror. Consortiums, joint ventures, or teams submitting proposals must establish contractual responsibility rests solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team. The Offeror's offer must be good for 180 days.

Project Team Experience and Qualifications

- a. Prepare an organizational chart showing your firm's team.

- b. Provide résumés or a listing of information for each person assigned to this project. State the educational background of each individual, years of experience, length of employment with your firm, and experience providing AMI systems. For each person, list specific responsibilities in your firm, experience with similar cities of similar size and type, and current work assignments and availability.

References. Offeror shall provide a list with contact information of at least three agencies/customers that have implemented your AMI System in the past three years.

Understanding of Project. State your understanding of what the project entails.

Statement of Work and Project Approach. Discuss how your organization will accomplish the scope of work. Include details of how and when you will interact with staff, the process to develop an AMI System, how the Offeror plans to complete each task, and ensure compliance with all applicable local, state, and federal regulations.

Project Schedule. Provide your schedule for performing the work, including major milestones and deliverables.

2.6 Technical Proposal

Offeror should describe the technical aspects of their product and/or service offering. Offerors should pay particular attention to describing clearly and concisely the functional and performance benefits of their offering. **Offeror shall provide a response to each of the line items listed in the System Requirements section, stating compliance or noncompliance and an explanation, for each line item, in detail. Failure to comply with this requirement may deem the Offeror nonresponsive.**

2.7 Minimum Offeror Qualifications

Offeror shall address the following:

- Offeror has been an AMI provider for minimum of ten years.
- Describe current financial condition of the Offeror's company.
- Only systems with proven deployments that have capability of supporting AMI electric and AMI water.

Offerors who offer flexibility of an own and operate solution, a fully hosted solution, or combination of both capabilities (depending on application) is preferred.

2.8 Price and Business Relationship Proposal

Include pricing information in this section. Offerors may also include pricing for alternate solutions. The City expects pricing to include:

- Standard AMI System hardware and software.

- Needs to fit into current City software—Advanced Utility Systems—CIS Infinity is our current billing system.
- Residential and C&I electric meters based on meter quantities and types listed in Section 2.3 of this RFP—please bid by individual price of each meter listed.
- Consumer engagement tools—the City will make this available to all customers. City currently has roughly 2,600 customers.
- Integration, deployment, and training services—City requires qualified personnel on site for training, go live, and follow up.
- Any other items required to meet system requirements as described in sections of this RFP.
- Offerors shall also provide a list and estimated cost of any equipment or materials that are required to be purchased by City.
- Demonstration is required before full implantation. All styles of meters will be tested in various locations throughout the city for a period of 120 days or three complete billing cycles to ensure compatibility with our system. Location of the test meters will be determined by the Light and Power Superintendent. Demonstration would also include office backend tools and testing to ensure capability with existing City software. A minimum of 75 meters total of varying styles, including all meters listed in Section 2.3, will be required—specific quantities and types will be requested by the Light and Power Superintendent. The data site will be used to collect this information as well and accuracy to be verified.

Turnkey options are of interest but not required. Preference will be given to proposals that involve a minimum number of suppliers to ensure competitive pricing.

Proposals from Offerors who manufacture all of the AMI System and meter components as a single brand and who can provide proposals including all of the hardware, software, and services in a single contract are highly desirable.

2.9 Appendix

Include relevant material needed to illuminate proposal content. This shall include annual reports, financial statements for the previous three (3) years, project plans, deployment schedules, résumés of key personnel, references, product brochures, and specifications, etc.

Section 3 System Requirements

The City desires a proven two-way communication to all endpoints, which offer remote monitoring and control functions to various devices on the proposed City system. The offered AMI solution shall address and support the following energy-related features and functions identified in Sections 3.1 through 3.9 of this RFP.

3.1 System Overview

The utility desires to own, operate, and maintain its own AMI network. The network should have battery backup for all infrastructure devices and be designed so there is no single point of failure. Ease of installation is of primary importance, with flexible installation options on utility poles, streetlights, and other utility-owned property.

With this information in mind, please provide a description and architecture diagram of each element of the Offeror's proposed solution. Describe each system element including any single points of failure for the following:

- Endpoints
- Routers
- Collectors
- Communications
- Server(s)

3.2 General Requirements

- Daily retrieval of all electric meter data with at least 99 percent of all meters successfully read each day without estimation.
- All data retrieved shall be time-stamped by the endpoint.
- The host system must transmit all necessary billing data, without estimates, for at least 99 percent of the meters in each billing cycle to the customer information system on a daily basis within 48 hours of the end of the billing cycle.
- All alarms, including power failure, shall be programmable by event type and be reported via an unsolicited event message.
- The communications system shall support real time, on-demand meter reading requests, and shall have an average response time of 30 seconds or less at least 90 percent of the time.
- The communications system shall enable remote reprogramming of all endpoints.
- The communications system shall enable remote firmware upgrades to all electric endpoints and meters without a field visit.
- Time stamp of readings and actual endpoint reading time shall be within one minute of the system reference time (e.g., National Institute of Standards and Technology).
- All system hardware must be capable of reporting diagnostic, tamper alerts, and errors to the data collection system.

- The system shall support advanced metering functions such as demand, time of use (TOU), load profiling, and multichannel capability (e.g., KVA, KVARH).

3.3 AMI Communication Requirements

- The AMI solution shall support either a single- or multi-layer infrastructure (i.e., local area network (LAN) and wide area network (WAN)).
- The LAN must utilize two-way communication from the endpoint device to the collector for all electric devices including endpoints, routers, and collectors.
- The WAN must support multiple communication technologies from the collector device to the central host server (e.g., wired or wireless: TCP/IP-based, GPRS, CDMA, Ethernet, BPL, or WiFi).
- The AMI solution must support the following two-way communication methods:
 - Scheduled data messages (programmable for daily, hourly, sub-hourly).
 - Proactive messages (unsolicited messages sent as events occur).
 - On-demand messages (in near real time).
 - Broadcast messages (also providing control functions).
- The AMI solution software shall be designed so that increases in data requirements (e.g., moving from daily reads of all customers to 15-minute interval reads of all customers) do not raise the operation and maintenance cost of the system. Please describe your network design methods to ensure the AMI System can accommodate future growth and technological advances.

The City will provide communications via TCP/IP protocol from collectors to the central host server(s). Offerors shall provide an estimate of the total number of collectors (and repeaters, if applicable) required for reading a specific set of meters. In the event of communication loss from endpoint to collector or collector to central host server, there must be no loss of data or endpoint information.

3.4 IT Security Requirements

The proposed system must protect confidentiality using advanced encryption techniques as follows:

- The system must support Advanced Encryption Standard (AES) 256-bit encryption at the head-end and at the meter level.
- The system must utilize SSL 128-bit encryption when transporting data over the wide area network (WAN) from the collector to the head-end system.
- The system must utilize SSL 128-bit encryption when transporting data over the WAN.

- Ability to upgrade encryption as technology advances on future updates.

The proposed system must utilize advanced techniques to ensure authentication and integrity of data as follows:

- Role-Based Access Controls (RBAC) within the head-end enabling the utility to restrict operational and data access on a granular basis to both individuals and systems with an explicit need.
- Native and Lightweight Directory Access Protocol (LDAP) head-end user authentication mechanisms. The native authentication mechanism is based on user ID and hashed passwords.
- Elliptic Curve Cryptography- (ECC) based downstream digital signatures applied to utility configurable messages classes.
- Hash Message Authentication Codes (HMACs) of encrypted messages.
- Using Public Key Infrastructure (PKI) and various ECC digital signature mechanisms, the head-end and interconnected systems must collect, validate, and store nonreputable message acknowledgements.
- Mobile administration software must make use of digital certificates issued by the head-end to authenticate field tools.
- Compliance with Smart Grid security standards and guidelines such as NERC CIP and NISTIR 7628.
- Offeror is strongly encourage to interact with the City (Light and Power and IT Divisions) in performing penetration testing of both the network and the head-end system using City-approved third-party security experts. The results of these tests shall be provided on request in order to demonstrate the strength of the solution's end-to-end security.

3.5 AMI Hardware Component Requirements

3.5.1 Single and Polyphase Meters and Endpoint Devices

- Proposed electric meters and installed endpoints that are manufactured, sold, and supported by a single Offeror to ensure competitive pricing and effective support is preferred by the City.
- All endpoints must be integrated at the meter manufacturer's facility.
- Prior to delivery from the factory, the meter manufacturer shall test each meter to certify the accuracy and proper operation of the meter. A file with meter attribute information and test results shall be electronically provided prior to every shipment from the manufacturer.

- Proposed electric meters and installed endpoints must be capable of transmitting Smart Energy Profile (SEP 1.X). Required quantities are listed with the meter form data.
- Single-phase electric residential meters proposed by the Offeror must be rated as follows: operating temperature from -40 degrees Celsius to +85 degrees Celsius, nominal voltage 120VAC to 480VAC, operating voltage 80% to 115% of nominal voltage, relative humidity of 5% to 95% noncondensing, voltage burden less than or equal to 1.9 watts maximum.
- Polyphase meters proposed by the offeror must be rated as follows: operating temperature from -40 degrees Celsius to +85 degrees Celsius, nominal voltage 120-480V autoranging power supply, operating voltage 80% to 120% of nominal voltage, relative humidity of 5% to 95% noncondensing, voltage burden less than or equal to 1.8 watts maximum.
- Along with being able to program meters remotely, meters must be field programmable. Meters must support optical port lockout for security purposes.
- Meters must support tilt detection.
- Meters must offer display options for +kWh, -kWh, Net kWh, added kWh, Time-of-Use and Demand.
- Meter firmware must be remotely programmable over the AMI network.
- Meters must meet the following applicable ANSI Standards including: C12.1, C12.10, C12.18, C12.19, C12.20 (0.2 and 0.5 Accuracy Classes).
- Endpoints must be capable of providing the following information:
 - Daily kWh reading with time stamp.
 - Daily maximum kW demand (15-, 30-, or 60-minute rolling or block demand) with time stamp.
 - Time-of-Use billing data.
 - Load profile data with or without the use of a load-profile-enabled meter.
 - Tamper detection, reverse energy flow detection, and endpoint health diagnostics.
 - The number of momentary outages and events.
 - Duration of sustained outages in minutes.
 - Offerors should describe the process to upgrade to SEP 2.0 in the future.
- Offerors should describe additional information available from the endpoints.
- Endpoints must be certified to comply with FCC Part 15 rules.

- Single-phase residential electric endpoints must be preprogrammed for standard single-phase residential meters and require no programming prior to installation.
- Single-phase residential electric endpoints shall allow interrogation and reprogramming over the AMI System without interruption of the service connection.
- Single-phase residential electric endpoints shall synchronize to a single host system time source and shall not exceed a one-minute time drift.
- Data displayed on the single-phase residential electric meter must match the reading provided by the AMI System.
- Single-phase residential electric endpoints shall have a programmable outage and restoration notification time; this shall be reprogrammable from the host system.
- Single-phase residential electric endpoints shall have data storage capability to store over 30 days of 15-minute load profile data; this data shall not be lost during power outages.

3.5.2 AMI Network Infrastructure Devices

- Any network device placed in the field must meet the following minimum requirements.
 - Utilize a 120 or /277 (+10% / -20%) VAC power input.
 - Utilize an outdoor NEMA enclosure, rated for -40° C to +70° C with remote antenna capability that can be pole- or wall-mounted.
 - Allow remote firmware upgrades.
- Utilize 256-bit Advanced Encryption Standard (AES) using unique keys at the endpoint to protect home or premise's information from interception.
- The system's data collectors shall have, at a minimum, eight hours of battery backup and remain fully operational during that time; no data loss may occur if the life of the battery is exceeded.
- The AMI System shall not rely on any collector device as a single point of failure for data retrieval of any specific endpoint's data.

3.6 Central Host Server

Central host server shall:

- Be capable of control and monitoring functions for multiple AMI technologies to provide future feature flexibility.
- Provide a one-page dashboard of system health with instant indication of endpoint status, collector alerts, endpoint alerts, deployment status, validation threshold alerts, email alerts, and not logging alerts.

- Flexible billing extracts must be able to properly interface with Advanced Utility Systems—CIS Infinity.
- Provide possible energy theft detection and reporting.
- Offer customized reports.
- Support online viewing of reports and extraction to common formats such as Microsoft Excel or Adobe PDF.
- Provide audit reporting capabilities.
- Provide methods of user authentication.
- Provide support for flexible data extract formats.
- Provide mapping capabilities for display of detected outages.
- Be web browser-based.
- Operate using Microsoft 2012 and SQL Server 2008R2.

Offeror shall provide an estimate of the capacity/bandwidth required between the central host server and the collectors.

Offeror shall provide screen shots of central host server dashboard and key reports available from the proposed system.

Offeror shall provide details of the system's MDM capabilities, if available.

Offeror shall offer and describe available IT hosting services, including disaster recovery and data backup capabilities provided at the hosting site.

3.7 Advanced System Requirements

3.7.1 Outage Detection

- The system endpoints shall be configurable to provide unsolicited power outage alerts in the event of power loss within 30 seconds or less.
- All communication modules installed in electric meters must provide a “last gasp” packet of data in the event of a power outage to ensure rapid and accurate response to the outage condition.
- Power outage and power restoration notifications for electric devices shall be detected and reported to the central host server with an average response time of less than ten (10) minutes.
- Offer the capability to alert City employees via email, text message, or any IP-based device.

- Provide notification thresholds which are configurable in the central host server software system.

3.7.2 Remote Disconnect/Reconnect

- The remote disconnect/reconnect device is strongly preferred to be an internal switch under the meter cover.
- The device must be capable of operating continuously at 200 amps and must be rated for a minimum of 10,000 operations.
- The system must provide verification of the device's status after operation.
- The system must provide an option to operate the internal switch as a service limiter based on a programmable load threshold. Please describe how you implement this capability.
- The device must fit standard residential meters with no modifications or connections.
- The remote disconnect/reconnect device must have provisions to prohibit reconnection of service if load-side voltage is detected. The voltage threshold must be programmable from the central server.

3.7.3 Advanced AMI System Applications

- The Offeror shall define how the AMI System supports or will support the following advanced system applications.
 - The AMI solution shall allow support of remote distribution automation functions such as capacitor bank, recloser, voltage regulator control, and other distribution network devices without physical change-out of field-installed devices. Describe how your system performs distribution automation functions over the AMI communication network without being affected by AMI traffic.
 - The AMI solution shall allow support of load control devices (i.e., relays) without physical change-out of field-installed devices.
 - The AMI solution shall allow for network and available software support for a dynamic voltage management solution for energy conservation and stable supply across the City distribution grid including, but not limited to, the following features:
 - Implement, track, and sustain continuous improvement of a utilities distribution power delivery to its customers.
 - Reduce the energy usage for utilities without a change in how customers use energy.
 - Analyze each circuit and locate potential service delivery issues proactively.
 - Validate energy reduction using rigorous statistical methods.

3.8 System Training Requirements

The Offeror must identify standard training procedures for all required City personnel. The proposal must include training costs, number of days required for on-site training, and complete list of training topics and personnel required to attend.

3.9 AMI System Implementation Requirements

Offeror shall describe its account management approach, including the turnover process from presale through post-implementation support.

For this project, Offeror shall be responsible for supplying, delivering, installing, training, and ensuring the proposed AMI System is operational prior to full deployment. This shall include but not be limited to:

- AMI system deployment management and support.
- Network deployment planning and installation training.
- Host system controller configuration and installation.
- Support for the development of an interface and integration with the utility billing system (Advanced Utility Systems—CIS Infinity), the outage management system, and other enterprise applications.
- Establishing with the utility and supporting initial functional testing of the system.
- Utility and subcontractor support for complete field network and meter installation.

Section 4 Product Warranties

The Offeror shall provide detailed warranty information with its proposal, including warranties for all hardware, software, etc. A complete description of all warranty coverage shall be included in the proposal. The warranty information shall encompass the following:

- Electric endpoints: no less than two years from date of installation or 24 months from date of shipment.
- Collectors: no less than two years from date of installation or 24 months from date of shipment.
- All warranties shall expressly exclude damage caused by vandalism, other accidental or deliberate damage, intentional tampering, and storm damage caused by flooding, lightning strikes, or windstorms with wind speeds greater than the collector's wind load design.

Section 5 Special Notifications

The City and its Light and Power system are regulated by public law, statutes, and other federal, state, and local regulations. Unless otherwise specified, it shall be the Offeror's responsibility to identify the applicable federal, state, and local laws and regulations and apply the procedures as required.

5.1 Health and Safety Plan and Site-Specific Health and Safety Plans

i. Health and Safety (General)

In the course of conducting activities pursuant to this Scope of Work, the Offeror may be required to perform on-site work, inspections, or observations. The Offeror shall develop and implement health and safety and emergency response programs/plans for activities that involve employee exposure or the reasonable possibility for employee exposure to health and safety hazards. The Offeror shall review all information provided and develop the necessary documents that contain the health and safety criteria, procedures, and practices sufficient to protect on-site personnel, the environment, and potential off-site receptors from chemical and physical hazards. The Offeror shall be responsible for the health and safety of its employees.

ii. Safety Procedures

All work, inspections, and observations conducted on City property will be completed in a safe manner in accordance with local, state, and federal laws. All contractors must wear proper PPE and notify the Light and Power Division when arriving and leaving the site. All contractors will need to provide the location of any work, inspections, and/or observations prior to commencing any work on City property.

iii. Health Risk

The Offeror shall immediately report to the Light and Power Superintendent, via telephone or in person, any data or results generated during this Scope of Work that may indicate any potential imminent health risk or violation of federal, state, or local laws. Following this notification, a written notice with supporting documentation shall be prepared and delivered within three (3) days. Upon request of the Light and Power Superintendent, the Offeror shall provide all pertinent data within three (3) weeks of the notification.

The Offeror shall identify potentially significant health and safety problem areas as they arise while providing the technical support required by this Scope of Work.

iv. Questions from the Public

The Offeror shall refer all questions from the public to the Light and Power Superintendent.

v. Scope of Work Guidance

The Offeror is cautioned to take no guidance from any source during the course of this effort, which deviates from the requirements stated in the Scope of Work. The Offeror shall immediately notify the Light and Power Superintendent of any such requests.

5.2 Federal Requirements

The Offeror must identify and comply with all known federal requirements that apply to the proposal, the evaluation, or the contract.

Section 6 Review of Proposals and Selection of Finalists

6.1 Selection Criteria

Upon receipt of the proposals, an evaluation team will determine the top proposals deemed most qualified based on the below criteria. The evaluation team will rely on the qualitative information contained and presented in the proposals and reference checks in making the decision to select the most qualified Offeror to provide services for the City. Selection criteria will be based on:

Evaluation Criteria (100-Point Potential Score)

- Compliance with requirements of this request for proposal and proposed solution that best fits the City's technical, operational, and budgetary needs, both currently and in the future. **25 points**
- Simplicity and ease of installation throughout the entire process. **25 points**
- Training program. **15 points**
- Offeror's experience in providing AMI solutions similar in scope to that proposed for the City of Sioux Falls. **15 points**
- Total cost to deploy proposed solution. **20 points**

Upon review of the proposals, the Offerors will be ranked. The highest ranking Offeror(s) may be invited in for an interview or start negotiations with the City. If an agreement cannot be reached with the highest ranked Offeror, we will move to the second ranked Offeror. The same process will be repeated with the other ranked Offerors if no such agreement can be reached. The City reserves the right to not select an Offeror as part of this process if an agreement cannot be reached with any company.

Depending on the number of proposals received, the City reserves the right to shortlist the proposals and eliminate the lowest ranking proposals for consideration.

6.2 Oral Presentations

Offerors determined to be reasonably acceptable for award **may** be required to provide an on-site presentation of the proposed solution for the evaluation committee.

If presentations are needed, the City will schedule a date, time, and location with each of the Offerors if necessary.

Offerors will be responsible for all costs associated with providing the demonstration.

6.3 Special Conditions

Excluding proprietary information, the successful Offeror's proposal and contract are deemed public records and shall be available to the public upon request. In addition, the City shall maintain a "Register of Proposals for this Contract," which shall contain the names of companies who submitted a proposal and the name of the company who was awarded the contract; however, the proposals of the submitting Offerors not awarded the contract are nonpublic records and will remain confidential.

Section 7 General Contract Information

7.1 Contract Type

This contract is a fixed price contract. The initial contract price will be based upon prices submitted by the Offeror, subject to contract negotiations with the City and shall be firm for the life of the contract.

7.2 Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

7.3 Additional Terms and Conditions

The City reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposed evaluations.

7.4 Supplemental Terms and Conditions

Proposals, including supplemental terms and conditions, will be accepted, but supplemental conditions that conflict with those contained in this RFP, or that diminish the City's rights under any contract resulting from the RFP, will be considered null and void. The City is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

1. If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

2. If the City's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

7.5 Contract Approval

This RFP does not, by itself, obligate the City. The City's obligation will commence when the Mayor signs the contract. Upon written notice to the contractor, the City may set a different starting date for the contract. The City will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the City.

7.6 Taxes and Taxpayer Tax Identification

The contractor must provide a valid Tax Identification Number as a provision of the contract.

1. State and Use Taxes:

Work for this project is subject to state sales tax and use taxes on materials and equipment. Said taxes shall be included in the contract price. Refer to Supplementary Conditions for additional information.

2. Contractor's Excise Taxes:

Contractor's excise taxes will be due and payable by the Proposer to the South Dakota Department of Revenue. To verify collection and reporting requirements, call 605-367-5800.

Section 8 Standard Proposal Information

8.1 Authorized Signature

An individual authorized to bind the Offeror to the provisions of the RFP must sign all proposals.

8.2 City Not Responsible for Preparation Costs

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

8.3 Conflict of Interest

Offerors must disclose any instances where the Offeror or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the City of Sioux Falls). The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Offeror's proposal. The City's determination regarding any questions of conflict of interest is final.

8.4 Offeror's Certification

By signature on the proposal, the Offeror certifies that it complies with:

1. The laws of the state of South Dakota.
2. All applicable local, state, and federal laws, codes, and regulations.
3. All terms, conditions, and requirements set forth in this RFP.
4. A condition that the proposal submitted was independently arrived at without collusion.
5. A condition that the offer will remain open and valid for the period indicated in this solicitation, and any condition that the Offeror and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the City of Sioux Falls).

If any Offeror fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the Offeror in default.

8.5 Offer Held Firm

Proposals must remain open and valid for at least **120 days** from the deadline specified for submission of proposals. In the event award is not made within **120 days**, the City will send a written request to all Offerors deemed acceptable for award asking Offerors to hold their price firm for a longer specified period of time.

8.6 Amendments to Proposals and Withdrawals of Proposals

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the City's request. After the deadline, Offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the City may retain the Offeror's bid bond or other bid type of bid security, if one was required.

8.7 Alternate Proposals

Offerors may not submit alternate proposals for evaluation.

8.8 Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. An evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with Offerors determined to be reasonable for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

8.9 Right of Rejection

The City reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended Offerors will be rejected. The Purchasing Office may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

The Purchasing Office may waive minor informalities that:

- Do not affect responsiveness.
- Are merely a matter of form or format.
- Do not change the relative standing or otherwise prejudice other offers.
- Do not change the meaning or scope of the RFP.
- Are insignificant, negligible, or immaterial in nature.
- Do not reflect a material change in the work.
- Do not constitute a substantial reservation against a requirement or provision.

The City reserves the right to reject any proposal determined to be nonresponsive and to reject the proposal of any Offeror determined to be nonresponsive. The City also reserves the right to refrain from making an award if it determines it to be in its best interest.

8.10 Clarification of Offers

In order to determine if a proposal is reasonably acceptable for award, communications by the Purchasing Office or the proposal evaluation committee are permitted with any Offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

8.11 Contract Negotiation

After final evaluation, the Purchasing Office may negotiate with the Offerors of the highest ranked proposals. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If any Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the City may terminate negotiations and negotiate with the Offeror of the next highest ranked proposal.

If contract negotiations are commenced, they will be held at City Hall, 224 West Ninth Street, Sioux Falls, SD—a date and time to be determined.

If contract negotiations are held, the Offeror will be responsible for all costs including its travel and per diem expenses.

8.12 Failure to Negotiate

If the selected Offeror:

- Fails to provide the information required to begin negotiations in a timely manner.
- Fails to negotiate in good faith.
- Indicates it cannot perform the contract within the budgeted funds available for the project.
- If the Offeror and the City, after a good-faith effort, cannot come to terms.

The City may terminate negotiations with the Offeror initially selected and commence negotiations with the next highest ranked Offeror.

8.13 Notice of Intent to Award—Offeror Notification of Selection

After the completion of contract negotiations, the Purchasing Office will issue a written Notice of Intent to Award and send copies to all Offerors. The Notice of Intent to Award will set out the names and addresses of all Offerors and identify the proposal(s) selected for award. The scores and placement of other Offerors will not be part of the Notice of Intent to Award.

Successful Offerors named in the Notice of Intent to Award are advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful Offeror and the City sign the contract.

Any Offeror who is aggrieved in connection with the award of a contract may protest. The protesting Offeror shall file a written statement with the Purchasing Office during normal business hours within seven calendar days of the date the Mayor signed the bid award document.