REQUEST FOR PROPOSALS
RFP #8142-0-2011/MM
Advanced Metering Infrastructure System
City of Madison, Wisconsin

Due:
Thursday, April 19, 2011 2:00 PM CST
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RFP SUMMARY

<table>
<thead>
<tr>
<th>RFP NUMBER</th>
<th>RFP 8142-0-2009/MM</th>
</tr>
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<tbody>
<tr>
<td>RFP TITLE</td>
<td>ADVANCED METERING INFRASTRUCTURE</td>
</tr>
<tr>
<td>DEADLINE FOR BID SUBMISSIONS</td>
<td>2:00 P.M. CDT, Tuesday, April 19, 2011</td>
</tr>
<tr>
<td>Late, faxed, electronically submitted or unsigned proposals may be rejected.</td>
<td></td>
</tr>
<tr>
<td>SCOPE</td>
<td>The City of Madison is seeking proposals for the development and implementation of an Advanced Metering Infrastructure System. The successful proposer must demonstrate the ability to deliver a system that adheres to the specifications outlined in this document, support the System on an on-going basis, and provide references as to where a similar system has been successfully installed and is currently in a production environment. The proposals will be evaluated according to the selection criteria established in the RFP.</td>
</tr>
<tr>
<td>SUBMIT PROPOSAL TO:</td>
<td>City of Madison Purchasing Services Room 407, City County Building 210 Martin Luther King Jr. Blvd. Madison, WI 53703-3346</td>
</tr>
<tr>
<td>LABELING</td>
<td>All proposals must be packaged, sealed and clearly labeled. Proposal’s Name and Address RFP #: RFP #8142-0-2011/MM TITLE: Advanced Metering Infrastructure DUE: Tuesday April 19, 2011; 2:00 PM CDT</td>
</tr>
<tr>
<td>RFP CALENDAR</td>
<td>Please Note: These dates are for planning purposes. They represent the City’s desired timeline for implementing this project. Any revision to the Due Date for submission of proposals will be made by addendum. All other dates may be adjusted without notice, as needs and circumstances dictate.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 12, 2011</td>
<td>Release of RFP</td>
</tr>
<tr>
<td>March 29, 2011</td>
<td>Pre-Proposal Meeting</td>
</tr>
<tr>
<td>April 1, 2011</td>
<td>Written questions are due</td>
</tr>
<tr>
<td>April 8, 2011</td>
<td>Response to Written Questions will be posted on DemandStar and Vendornet web sites</td>
</tr>
<tr>
<td>April 19, 2011</td>
<td>DEADLINE FOR SUBMISSION OF PROPOSALS</td>
</tr>
<tr>
<td>April 20-May 15, 2011</td>
<td>Evaluation of Proposals</td>
</tr>
<tr>
<td>May 16, 2011</td>
<td>Selection of Finalists, Notification of Invitation to Demonstrations</td>
</tr>
<tr>
<td>May 31-June 3, 2011</td>
<td>Interview Dates</td>
</tr>
<tr>
<td>Date</td>
<td>Event</td>
</tr>
<tr>
<td>-----------</td>
<td>------------------------------------</td>
</tr>
<tr>
<td>June 2011</td>
<td>Proposer Site Visits</td>
</tr>
<tr>
<td>July 2011</td>
<td>Contract Negotiations</td>
</tr>
<tr>
<td>July 2011</td>
<td>Awarding Authority Decision</td>
</tr>
<tr>
<td>December 2012</td>
<td>System Implementation Completed</td>
</tr>
</tbody>
</table>

**FORMAT OF SUBMITTALS**

2. Hardcopy proposals typed and securely bound on 8.5 by 11-inch paper in three-ring binders, otherwise identical to the electronic version.
3. Electronic proposal in a PDF format stored on a common media (CD, DVD, or flash drive), identical in content and sequence to hardcopy proposals submitted. *Email is not an acceptable method of submission.*
4. All proposals must be packaged, sealed and clearly labeled as either “COST” OR “TECHNICAL” PROPOSAL:

<table>
<thead>
<tr>
<th>Proposal Type</th>
<th>Quantity</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Proposal</td>
<td>one</td>
<td>(1) signed original + seven (7) complete copies</td>
</tr>
<tr>
<td>Technical Proposal</td>
<td>one</td>
<td>(1) signed original + seven (7) complete copies</td>
</tr>
<tr>
<td>Electronic Copy</td>
<td>one</td>
<td>copy Technical + one (1) copy Cost Proposal</td>
</tr>
</tbody>
</table>

**PRE-PROPOSAL CONFERENCE**

All Proposers are strongly encouraged to attend the pre-proposal conference prior to submitting their proposal.

10 a.m. CST, on March 29, 2011
City of Madison Water Utility
119 East Olin Avenue, Madison, WI 53713.

To participate via teleconference call:

Call: 877-336-1829
Access Code: 4268950

Proposers are requested to RSVP four (4) calendar days in advance of the RFP Meeting. Email the Proposer’s representative’s name and email address. Any questions or comments can also be submitted in writing prior to the meeting to the Purchasing Agent listed.

**QUESTIONS AND REVISIONS TO RFP:**

1. No questions, oral or written, will be permitted after 5:00 P.M., CDT, April 1, 2011. This will enable us to respond to last-minute questions and make them available to all potential Proposers before the proposal submittal deadline. Only written answers will be binding upon the city.

2. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to its bid distribution websites — see Section 2.1. It is the Proposer’s responsibility to regularly monitor the websites for any such.
| DIRECT ALL INQUIRES TO: | Monette McGuire, Buyer  
City of Madison Purchasing Services  
Phone: 608-267-4969  
Fax: 608-266-5948  
Email: mmcguire@cityofmadison.com |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| DOCUMENTS AVAILABLE ON BID DISTRIBUTION WEB SITES: | State of Wisconsin VendorNet System: [www.vendornet.state.wi.us](http://www.vendornet.state.wi.us)  
Demandstar by Onvia: [www.demandstar.com](http://www.demandstar.com) |
# LIST OF ABBREVIATIONS

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
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<tbody>
<tr>
<td>ACD</td>
<td>Automatic Call Distribution</td>
</tr>
<tr>
<td>ALD</td>
<td>Acoustic Leak Detection</td>
</tr>
<tr>
<td>AMI</td>
<td>Advanced Metering Infrastructure</td>
</tr>
<tr>
<td>AMR</td>
<td>Automatic Meter Reading</td>
</tr>
<tr>
<td>CFR</td>
<td>Code of Federal Regulations</td>
</tr>
<tr>
<td>CIS</td>
<td>Customer Information System</td>
</tr>
<tr>
<td>DCR</td>
<td>Department of Civil Rights</td>
</tr>
<tr>
<td>DCU</td>
<td>Data Collection Unit</td>
</tr>
<tr>
<td>EEO</td>
<td>Equal Employment Opportunity</td>
</tr>
<tr>
<td>EULA</td>
<td>End User License Agreement</td>
</tr>
<tr>
<td>FAA</td>
<td>Federal Aviation Administration</td>
</tr>
<tr>
<td>FCC</td>
<td>Federal Communications Commission</td>
</tr>
<tr>
<td>GIS</td>
<td>Geographic Information System</td>
</tr>
<tr>
<td>GPS</td>
<td>Global Positioning System</td>
</tr>
<tr>
<td>ID</td>
<td>Identification</td>
</tr>
<tr>
<td>IP</td>
<td>Internet Protocol</td>
</tr>
<tr>
<td>IT</td>
<td>Information Technology</td>
</tr>
<tr>
<td>MBE</td>
<td>Minority Business Enterprise</td>
</tr>
<tr>
<td>MIU</td>
<td>Meter Interface Unit</td>
</tr>
<tr>
<td>MWU</td>
<td>Madison Water Utility</td>
</tr>
<tr>
<td>NTP</td>
<td>Notice to Proceed</td>
</tr>
<tr>
<td>ODBC</td>
<td>Open Database Connectivity</td>
</tr>
<tr>
<td>EPA</td>
<td>Environmental Protection Agency</td>
</tr>
<tr>
<td>OSHA</td>
<td>Occupational Safety and Health Administration</td>
</tr>
<tr>
<td>PFTU</td>
<td>Portable Field Testing Unit</td>
</tr>
<tr>
<td>PM</td>
<td>Project Manager</td>
</tr>
<tr>
<td>RFID</td>
<td>Radio Frequency Identification</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposal</td>
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<tr>
<td>SCADA</td>
<td>Supervisory Control and Data Acquisition System</td>
</tr>
<tr>
<td>UPS</td>
<td>Uninterruptible Power Source</td>
</tr>
<tr>
<td>UV</td>
<td>Ultraviolet</td>
</tr>
<tr>
<td>WBE</td>
<td>Women’s Business Enterprise</td>
</tr>
</tbody>
</table>
SECTION 1: GENERAL BACKGROUND INFORMATION

1.1. PURPOSE

This request for Proposal (RFP) is intended to solicit proposals from proposers capable of satisfying Madison Water Utility needs for an Automatic Metering Infrastructure (AMI) system. This document provides information to help proposers prepare their responses and facilitates the subsequent evaluation and comparison thereof. In that regard, the RFP:

- Provides information essential to making meaningful recommendations and realistic commitments.
- Specifies the desired format and content of written responses
- Outlines the evaluation and proposer selection procedures
- Establishes a performance standard for the selected proposer.

1.2. ORGANIZATION BACKGROUND

The Madison Water Utility (MWU) serves approximately 235,700 people through about 66,000 metered service connections. Madison Water Utility provides water to residential, commercial, and industrial accounts within the City of Madison and the surrounding communities of Shorewood Hills, Maple Bluff, Blooming Grove, and the Towns of Burke and Madison.

The utility is an agency of the City of Madison. The Utility is managed by the Madison Water Utility Board, which is empowered from the Mayor and Common Council. The commission consists of 7 citizen members appointed by the Mayor and the Director of Public Health as an ex-officio member. The Board entrusts the day-to-day management and operation of the Utility to the General Manager. The water supply system serving approximately 66,000 metered service connections consists of 23 deep wells, 31 reservoirs and 828 miles of distribution system mains.

1.3. ADVANCED METERING INFRASTRUCTURE SYSTEM OBJECTIVES

Madison Water Utility (MWU) management wishes to acquire and implement an AMI system to satisfy its needs. Management’s primary objectives related to the use of these systems include:

- Improve customer service
- Increase frequency of billing from bi-annual to monthly
- Improve cash flow and reduce long-term costs
- Improve planning capabilities
- Improve water conservation/water accountability
- Interface with CIS, GIS, Work Order System & SCADA

1.4. PRODUCTS AND SERVICES REQUESTED

This section describes the general nature of the services and products solicited, including not only meters, interface units and software but also the support services related to their installation and maintenance.
In accordance with its overall objectives, Madison Water Utility seeks proposals for products and services from qualified firms in eight areas:

- Water meters
- AMI modules (i.e. Meter interface units- MIU’s)
- Computer hardware and software required to effectively utilize the proposed system.
- Software or other items required to interface the proposed systems with existing related systems.
- Communications media/equipment/software to communicate to/from CIS and the meters.
- System Implementation and installation
- Training
- A minimum five (5) year maintenance contract

1.5. USE OF SUBCONTRACTORS

Proposers are allowed to use subcontractors in their bids. The proposer (prime proposer) shall be fully responsible to the Madison Water Utility for the acts and omissions of all subcontractors and of persons indirectly employed by them. Subcontractors will be subject to the terms and conditions of the contract and RFP, just as the prime proposer will be. Any and all subcontractors must be identified in the bid. These subcontractors may be evaluated under the same criteria as the prime proposer, with the exception of cost.

1.6. EXISTING SYSTEM

1.6.1. Number of Meters - There is approximately 66,000 meters in service ranging in size from 5/8” to 10”. Of this total, approximately 55,530 are residential and 10,470 are commercial, industrial or public authority.

1.6.2. Meter Types - The total meters in service consist of approximately 97.5% Badger meters and 2.5% other manufacturers.

1.6.3. Reading Frequency - Most residential and commercial/industrial meters are scheduled to be read every 6 months. The 4 largest accounts are read and billed monthly.

1.6.4. Billing Frequency - All customers are billed every 6 months except for the 4 largest accounts.

1.6.5. Meter Reading Method - Meters are read by utility service people who use Itron hand held devices to manually enter readings from a remote register located on the outside of the home or business. The meter reading information is sent from the handheld device each day to the MWU meter reading server and monthly from the server to the utility billing system.

1.6.6. Special Reads - The meter readers perform final reads and special reads upon high estimate or read complaints.
1.7. **METER INFORMATION**

<table>
<thead>
<tr>
<th>Size</th>
<th>2009 Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8”</td>
<td>59,228</td>
</tr>
<tr>
<td>3/4”</td>
<td>2,275</td>
</tr>
<tr>
<td>1”</td>
<td>2,115</td>
</tr>
<tr>
<td>1 1/2”</td>
<td>1,097</td>
</tr>
<tr>
<td>2”</td>
<td>976</td>
</tr>
<tr>
<td>3”</td>
<td>154</td>
</tr>
<tr>
<td>4”</td>
<td>95</td>
</tr>
<tr>
<td>6”</td>
<td>25</td>
</tr>
<tr>
<td>8”</td>
<td>5</td>
</tr>
<tr>
<td>10”</td>
<td>5</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>65,975</strong></td>
</tr>
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</table>

Currently installed in the distribution system are approximately 2,668 Trident Neptune meters, approximately 126 Hersey meters, and approximately 4,811 Badger meters that will be replaced as part of the retrofit option of the rfp. The meter sizes for the retrofit option are located on the Bid Sheets.

The Utility also has approximately 1,000 sewer deduct meters installed in the distribution system. The sewer deduct meters will also be included in the AMI project.

1.8. **WATER RATES**

The charges made for water are based on the quantity used as indicated by the water meter. Most meters are read and bills rendered every 6 months. The 4 largest water users are read and billed monthly.

Water rates are comprised of two items: first, a service charge which is intended to meet the costs of meter reading, accounting and billing, and fire protection facilities and adequate pressure; second a commodity charge for water furnished to cover the cost of treating and pumping water, distribution, maintenance of utility plant, payment of taxes and all other necessary costs incurred by an efficient and successful water utility.

1.9. **CITY/UTILITY INFORMATION AND BILLING SYSTEM**

The Madison Water Utility bills its existing customers using Advanced Utility Systems CIS Infinity Billing System. It is used to maintain meter reading records, download route data to the existing meter reading system and receive uploaded readings.

MWU provides customer on-line access to billing and use history through a password protected internally developed web portal called My WATER. When a customer signs up to receive electronic notification through MY WATER, then no paper copy bill is sent to the customer. The information available through My WATER is in three sections:

1. PDF document of the current and previous bill
2. History page illustrating
   a. Billing data for 6 years (12 bills)
   b. Meter Reading data for 6 years
   c. Water use history
d. Service information
3. Service section illustrating
   a. Service order and transaction history
   b. Web portals for payments, entering questions and providing comments.

### 1.10. SURROUNDING COMMUNITY BACKGROUND INFORMATION

The Madison Water Utility (MWU) has collaborated with the following community in efforts to join in the AMI procurement process. It is the intent of the RFP to select a system tailored for MWU with the ability to expand into the surrounding communities. One community has expressed interest in AMI and vendors are strongly encouraged to propose ideas and approach how MWU and the surrounding community could set up a system that will help improve the efficiency and effectiveness of the meter reading and billing processes. Information regarding the surrounding community interested in AMI can be found below.

#### 1.10.1. Fitchburg

1. **Meter Information**

<table>
<thead>
<tr>
<th>Size</th>
<th>2009 Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/4”</td>
<td>5,598</td>
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<tr>
<td>1”</td>
<td>170</td>
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<tr>
<td>1 1/2”</td>
<td>148</td>
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<tr>
<td>2”</td>
<td>161</td>
</tr>
<tr>
<td>3”</td>
<td>10</td>
</tr>
<tr>
<td>4”</td>
<td>2</td>
</tr>
<tr>
<td>Totals</td>
<td>6,089</td>
</tr>
</tbody>
</table>

2. **Billing System Information**
   a. Badger Connect meter reading
   b. Caselle Clarity billing/work order system with data entered manually daily.
   c. Wonderware SCADA system
   d. Customers cannot access data as Fitchburg does not have an internet based customer interface.

3. **Installation Requirements**
   a. Anticipating a partial meter change out with AMI installation

4. **Billing Frequency**
   a. Quarterly

5. **Population** - Approximately 23,690 residents

6. **Water Boundary System Map** – located in Attachment E

7. **Special Conditions**
   a. Possible antenna locations:
      1. Three water towers and one water well.

8. **Project Time Frame**
SECTION 2. GENERAL ADMINISTRATIVE RFP INFORMATION

2.1. POINT OF CONTACT

The Purchasing contact, identified below is the sole point of contact regarding the RFP from the date of release of the RFP until selection of the successful proposer.

Monette McGuire  
City of Madison Purchasing Services  
Rm. 407 City-County Bldg.  
210 Martin Luther King Jr. Blvd  
Madison, WI 53703-3346  
TEL: (608) 267-4969  
FAX: (608) 266-5948  
Email: mmcguire@cityofmadison.com

2.2. RESTRICTION ON COMMUNICATIONS

All communications relating to this RFP must be directed to the Buyer named above. After the issuance of the RFP, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from attempting to persuade or influence any elected City officials, their agents or employees or any member of the relevant selection committee, for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication, at any time from the release of the RFP to award of the proposer; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

2.3. PROCUREMENT PROCESS AND DATES

This section details the anticipated steps and dates for the procurement process.

2.3.1. PRE-PROPOSAL CONFERENCE

All Proposers are strongly encouraged to attend the pre-proposal conference prior to submitting their proposal.

10 a.m. CST, on March 29, 2011  
City of Madison Water Utility  
119 East Olin Avenue, Madison, WI 53713.

To participate via teleconference call:

Call: 877-336-1829  
Access Code: 4268950

Proposers are requested to RSVP four (4) calendar days in advance of the RFP Meeting. Email the Proposer’s representative’s name and email address. Any questions or comments can also be submitted in writing prior to the meeting to the Purchasing Agent listed in Section 2.1 above.
Attendance is strongly encouraged, as potential Proposers will have an opportunity to ask questions and/or seek clarification regarding any and all aspects of this solicitation. The Consultant and the Madison Water Utility staff will be available to discuss the RFP at this conference. Proposers are invited to look at the present system, review current reports and talk to existing users. This will be the only opportunity for any proposer to visit the Water System or question the Madison Water Utility employees until after the final short list selection is completed.

The City of Madison will provide written responses in the form of an Addendum for all questions received at the pre-proposal conference or submitted in writing following the conference.

Verbal discussions at the vendors conference shall not be considered part of the RFP unless confirmed in writing by the City and incorporated into this RFP.

Questions asked at the conference that cannot be adequately answered during the conference may be deferred. A copy of the questions and official answers will be posted as an addendum, available through Demandstar (www.demandstar.com).

2.3.2. Proposal Due Date: April 19, 2011

2.3.3. Shortlist Date: May 16, 2011

The evaluation committee will select a short list of proposers for further evaluations. The list is justification to exclude proposers from further evaluation. The evaluation process will consist of the following concurrent steps:

- Functional analysis and comparison of proposer proposals
- Raw qualitative data (i.e.; equipment comparability)
- Raw quantitative data (i.e.; cost & support hours)
- Adjusted qualitative data (Consultant adjustments for accurate comparison)
- Adjusted quantitative data (Consultant adjustments)
- Analysis of acquisition, installation and maintenance costs
- Telephone calls to references
- Short list recommendations

2.3.4. Interview Dates: May 31 – June 3

Proposer will receive notice of the interviews; however, to help accommodate proposers’ schedules, proposers are asked to identify their time preferences as part of their proposal response (see RFP Section 3.2.E). Selected proposers will be given written instructions in advance.

Each qualified proposer shall be prepared to explain their proposal at an interview. This should include demonstrating proposed products as much as reasonably possible to help verify compliance with the specifications contained herein.
The focus of the demonstration is to determine how well the proposed system will meet user needs. System deficiencies will be documented and discussed with proposer personnel to identify potential solutions. All expenses related to demonstrations and solutions of deficiencies are the responsibility of responding proposers.

2.3.5. **Proposer Site Visits: June**

After the on-site interviews, proposers may be selected for further demonstrations of the system at clients comparable to the Madison Water Utility. Additionally, during the visit stage, we may elect to visit the corporate headquarters and manufacturing plant of the finalists to meet the management and staff, and tour production plant. Madison Water Utility will pay for their own staff and their Consultant travel, lodging and meals.

2.3.6. **Contracting Process: July**

After selection and intent to award is issued, MWU will submit a resolution to the City of Madison Common Council seeking authorization to award the contract(s) to the successful bidder. During this time, the contract documents will be negotiated and finalized. After the Common Council approves the award, the final contract document(s) must be reviewed by a number of city departments before signature by the City Clerk and Mayor. With a project of this size, it is possible that multiple contracts will be needed and may include a combination of the following:

Typically there could be up to seven agreements:

1. General System Contract
2. Purchase or lease agreements (hardware/equipment)
3. Software License agreements
4. Communications License agreements
5. Software Support and Maintenance agreements
6. Professional Services agreements
7. Hardware Maintenance agreements

2.3.7. **Implementation: September**

The final scope of work may or may not include all of the following tasks, however, the proposer should be prepared to:

A. Install required equipment and track serial numbers
B. Process maintenance agreements
C. Install new software on the production machine
D. Perform final system test (prior to final payments)
E. Participate in acceptance testing
F. Manage the commencement of operations
G. Verify documentation including all new modifications
H. Manage installation process
I. Provide user training
J. Assist with project communications, internally, and externally
K. Assist with the interface of AMI software to other MWU legacy systems

2.4. INQUIRIES AND CLARIFICATION OF SPECIFICATIONS

Proposers shall request any explanation, clarification or interpretation regarding any part of the RFP in writing, by the deadline for written questions specified in the RFP calendar and in this section. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFP, the page and section number(s) must be referenced. If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Proposer should immediately notify the Purchasing contact in writing of such error and request modification or clarification of the RFP document.

The City assumes no responsibility for verbal representations made by its officials or employees unless such representations are confirmed in writing and incorporated into the RFP. Vendors must inform themselves fully of the conditions relating to the proposal. Failure to do so will not relieve a successful bidder of his or her obligation to furnish all services required to carry out the provisions of this contract. The Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of, or interference with, the work of any other contractor.

In the event that it becomes necessary to provide additional clarification or revision to the RFP, the City will post an addendum in the bid distribution networks (See 2.5 below). Proposers are responsible for checking the bid distributions sites regularly for such postings. Oral explanations or instructions are not binding upon the City.

Direct all questions to the Buyer, in writing via; mail, fax or email, on or before:

5:00 p.m., April 1, 2011

2.5. ADDENDA/OFFICIAL COMMUNICATION

During the solicitation process for this RFP, all official communication between the City and Proposers will be made via notices on the bid distribution websites used by the City. The City will post such notices, which may include, but not be limited to, addenda for any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning Proposer. It shall be the responsibility of the Proposers to regularly monitor these bid distribution websites for any such postings. Failure to retrieve such addenda and include their appropriate provisions in your response, may result in your proposal being disqualified.

2.6. INCURRING COSTS

Proposers shall be responsible for any costs associated with preparing, submitting, or presenting proposals, inspection of City locations or making their facilities available for a site inspection or in satisfying any demonstration, award or other requirements as part of the RFP process.

2.7. ACCEPTANCE/REJECTION OF PROPOSALS

2.7.1. The City reserves the right to accept or reject any or all proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations
that a contract will be awarded to any Proposer responding to this request. The City expressly reserves the right to reject any and all proposals responding to this invitation without indicating any reasons for such rejection(s).

2.7.2. The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

2.8. NON-MATERIAL AND MATERIAL VARIANCES

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City’s best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other vendors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the services. In the event the City waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the vendor from full compliance with RFP specifications or other contract requirements if the vendor is awarded the contract. The determination of materiality is in the sole discretion of the City.

2.9. PROPOSER’S RESPONSIBILITY

Proposers shall examine this RFP and contract documents and shall exercise their own judgment as to the nature and scope of the work required. No plea of ignorance of conditions or difficulties that exist or may hereafter arise in the execution of the work under this contract as a result of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the proposer to fulfill the requirements of the contract.

2.10. PROPOSER QUALIFICATIONS

The City of Madison may make such investigations as it deems necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City all such information and data for this purpose, as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigated of, such proposer fails to satisfy the City. The proposer understands the full scope of work and is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

2.11. PROPOSAL CONTENT

The evaluation and selection of a Contractor and the contract will be based on the information submitted in the vendor’s proposal plus references and any required on-site visits or oral presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

2.12. MULTIPLE PROPOSALS

Multiple proposals from Proposers are permitted; however, each must fully conform to the requirements for bid submission. Proposers must sequentially label (e.g. Proposal #1, Proposal #2) and separately package each bid. Alternate pricing proposals do not constitute multiple proposals.
2.13. **WITHDRAWAL OR REVISION OF PROPOSALS**

A proposer may, without prejudice, withdraw a proposal submitted prior to the date and time specified for receipt of proposals by requesting such withdrawal in writing before the due time and date for submission of proposals. Telephone requests for withdrawal shall not be accepted. After the due date of submission of proposals, no proposal may be withdrawn by the proposer for a period of 180 days or as otherwise specified or provided by law.

2.14. **DESIGNATION OF PROPRIETARY INFORMATION**

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to the Public Records Law of the State of Wisconsin or other applicable public record laws. Information that qualifies as a “trade secret” – defined in State of Wisconsin Statutes – may be held confidential. Proposers shall seal separately and clearly identify all information they deem to be “trade secrets,” as defined in the State of Wisconsin Statutes. Do not duplicate or co-mingle information, deemed confidential and sealed, elsewhere in your response.

(5) TRADE SECRETS. An authority may withhold access to any record or portion of a record containing information qualifying as a trade secret as defined in s. 134.90 (1) (c).

s. 134.90(1)(c)
(c) “Trade secret” means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

Proprietary information submitted in a bid, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s). The City cannot ensure that information will not be subject to release if a request is made under applicable public records laws. The City cannot consider the following confidential; a bid in its entirety, price bid information, or the entire contents of any resulting contract. The City will not provide advance notice to Proposers prior to release of any requested record.

To the extent permitted by such laws, it is the intention of the City to withhold the contents of bids from public view – until such times as competitive or bargaining reasons no longer require non-disclosure, in the City’s opinion. At that time, all bids will be available for review in accordance with such laws.

2.15. **PUBLIC OPENING / INSPECTION OF DOCUMENTS**

There shall be no public opening on the due date and time specified in this RFP. Sealed proposals received by the City in response to a request for proposal are exempt from public records disclosure requirements until the City provides a notice of decision. If the City rejects all proposals submitted and the City concurrently provides notice of its intent to reissue the request for proposals, the rejected proposals remain exempt from public records disclosure until such time as the City provides notice of a decision or intended decision concerning the reissued request for proposals or until the City withdraws
the reissued request for proposals. Documents may be inspected without charge, but a charge will be incurred to obtain copies.

2.16. CITY OF MADISON STANDARD TERMS AND CONDITIONS (ATTACHMENT C)

Proposers are responsible for reviewing this attachment prior to submission of their proposal. City of Madison Standard Terms and Conditions are the minimum requirements for the submission of Proposals. The attached Standard Terms and Conditions are not the City’s standard form but a custom version containing additional and alternate language pertaining to services associated with the purchase of software.

2.17. SAMPLE CONTRACT FOR PURCHASE OF SERVICES (ATTACHMENTS A and B)

Proposers are responsible for reviewing these attachments prior to submission of their bid. The Sample Contract for Purchase of Services shall serve as the basis of the contract resulting from this RFP. The terms of this template contract shall become contractual obligations following award of the RFP. By submitting a proposal, Proposers affirm their willingness to enter into a contract containing these terms.

The City understands that for the purchase of software, additional licensing and maintenance agreement(s) may be needed to define the rights of both parties. Please see Section 6: Chapter 4 for information and instructions regarding software licensing, maintenance and support agreements.

Unless a specific exception is noted, submission of a proposal in response to this request for proposals (“RFP”) shall constitute an offer on the part of the successful Proposer to execute the Contract for Purchase of Services (Contract) substantially in the form annexed hereto as Attachments A and B, that the supporting documents and all other items attached as exhibits to this letter shall be incorporated into the Contract, and that the successful Proposer shall cooperate in supplying any information as may be required with respect to any other government review and approval forms.

2.18. BINDING OFFER

A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgement of this condition shall be indicated on the “Request for Proposal Signature Page,” by the signature of the Proposer or an officer of the Proposer legally authorized to execute contractual obligations. By submitting a proposal, the Proposer affirms its acceptance of the terms and conditions of this RFP, including its attachments and exhibits, without exception, deletion or qualification, and without making its offer contingent.

2.19. EXECUTED CONTRACT

The City’s Request for Proposal, the proposal responses, written communications and the resulting Contract based on the Contract for Purchase of Services shall constitute the entire Contract between the parties. The hierarchy of documents in descending order for resolution is as follows:

a. Official Purchase Order and/or Contract for Purchase of Services
b. Any finally negotiated terms and conditions
c. Applicable Request for Proposal, amendments/attachments
d. Standard Terms and Conditions
e. Response received
f. Written communications
2.20. COOPERATIVE PURCHASING

Common purchasing practices in government include cooperative or “piggyback” purchasing among various units of government or municipalities. (Under Wisconsin Statutes, a municipality is defined as a county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district or any other public or quasi-public corporation, officer, board or other body having the authority to award public contracts.)

Sales to the above governmental units by the Contractor shall be optional. Contractors must indicate on the proposal page whether or not they agree to this provision.

If bidders choose to extend prices offered on this proposal to other governmental units, any resulting contract is solely between the supplier and the third party unit of government. The City shall not be responsible for any problems which may arise between other units of government and the Contractor as a result of any sales and/or purchases made.

Agreement to this provision will not be considered a criteria for award under this solicitation.

2.21. BID DISTRIBUTION NETWORKS

The City of Madison and the bid distribution networks below are the only authorized sources of RFP documents and forms. RFPs obtained from any other source may be incomplete. The City of Madison posts all bid announcements, addenda notices, and bid/RFP documents on two bid distribution networks. All proposers must access documents, information, amendments or supplements from either one of these websites. It shall be the responsibility of the Proposers to regularly monitor the bid distribution websites for any such postings. Failure to retrieve such addenda and include their appropriate provisions in your response may result in disqualification.

- **State of WI VendorNet System**
  State of Wisconsin and local agencies bid network. Registration is free.
  [http://vendornet.state.wi.us/vendornet/default.asp](http://vendornet.state.wi.us/vendornet/default.asp)

- **DemandStar by Onvia**
  National bid network – Free subscription is available to access bids from the City of Madison and other Wisconsin agencies, participating in the Wisconsin Association of Public Purchasers (WAPP). A fee is required if subscribing to multiple agencies that are not included in WAPP.
  [http://www.onvia.com/WAPP - to register](http://www.onvia.com/WAPP - to register)
  [http://www.demandstar.com - website](http://www.demandstar.com - website)
SECTION 3: PROPOSAL EVALUATION AND SELECTION

3.1. Awarding Authority / Evaluation Committee

This RFP is issued by the City of Madison, Madison Water Utility. An evaluation committee will have responsibility to review and evaluate all proposals submitted in response to the RFP. The Madison Water Utility reserves the right to include outside consultants to assist in the evaluation process; however, such consultants would be precluded from submitting a proposal in response to this RFP.

3.2. Preliminary Evaluation

Received proposals will be reviewed for completeness and compliance with RFP guidelines. All incomplete RFPs submitted may be determined nonresponsive and removed from the evaluation process. To be considered complete, RFPs shall include all required submittals listed in the checklist (RFP Form B) and shall be signed and dated. All content of a proposal submitted is subject to verification. Misleading or inaccurate responses shall result in disqualification. In the event that all proposers do not meet one or more of the requirements, the City of Madison reserves the right to continue the evaluation of the proposals that most closely meet the requirements of this RFP.

3.3. Proposal Evaluations, Interviews and/or Site Visits

The City’s RFP Selection Committee will make the final selection and recommendation following the evaluation of the proposals which may include site visits and interviews, if deemed necessary, with some or all of the Proposers. However, the City may make preliminary selection(s) on the basis of the original proposals only, without negotiation, interviews and/or site visits with any proposers.

If interviews and or site visits are conducted, the Selection Committee may choose to assign additional points for these processes or re-evaluate, re-rate and/or re-rank the finalists’ proposals based upon the written documents submitted and any clarifications offered in the interviews.

3.4. Interviews

Proposer will receive notice of the interviews; however, to help accommodate proposers’ schedules, proposers are asked to identify their time preferences as part of their proposal response (see RFP Form E). Selected proposers will be given written instructions in advance.

Each qualified proposer shall be prepared to explain their proposal at an interview. This should include demonstrating proposed products as much as reasonably possible to help verify compliance with the specifications contained herein.

The focus of the demonstration is to determine how well the proposed system will meet user needs. System deficiencies will be documented and discussed with proposer personnel to identify potential solutions. All expenses related to demonstrations and solutions of deficiencies are the responsibility of responding proposers.

3.5. Proposer Site Visits

After the on-site interviews, proposers may be selected for further demonstrations of the system at clients comparable to the Madison Water Utility. Additionally, during the visit stage, we may elect to visit the corporate headquarters and manufacturing plant of the finalists to meet the management and staff, and tour production plant. Madison Water Utility will pay for their own staff and their consultant travel, lodging and meals.
3.6. **Best and Final Offer**

The Selection Committee may request best and final offers from one or more Proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers. If best and final offers are requested, they will be evaluated against the stated criteria, scored and ranked. The City reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer(s) prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer(s), the City may negotiate a contract with the next highest scoring proposer.

3.7. **Clarification of Proposals.**

The City reserves the right to contact a vendor after the submission of offer proposals for the purpose of clarifying a proposal to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the vendor has provided goods or services to the City or any other political subdivision wherever located, or requests for corrective pages in the vendor’s bid proposal.

An individual authorized to legally bind the vendor shall sign responses to any request for clarification. Responses shall be submitted to the City within the time specified in the City's request. Failure to comply with requests for additional information may result in rejection of the bid proposal as non-compliant.

3.8. **Reference Checks**

The Evaluation Committee may at any time investigate a proposer’s ability to perform the work. The Evaluation Committee may in addition to references supplied, request additional information about a company and its experience with previous contracts. Proposers may choose not to submit information in reply to the Evaluation Committee’s requests; however, if failure to submit such information results in questions about the proposer’s ability to perform, the evaluation committee may at its discretion discontinue further consideration of a particular proposal.

The Madison Water Utility may use sources of information not supplied by the Proposer concerning the ability to perform this work. Such sources may include current or past customers of the organization; current or past suppliers; articles from water industry, meter reading, communications and related publications; articles from other published sources made available to the Madison Water Utility. However, the Madison Water Utility is under no obligation to obtain any additional information other than that requested to be submitted with this proposal.

3.9. **Criminal History and Background Investigation**

The City reserves the right to conduct criminal history and other background investigations of the vendor, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the vendor for the performance of the contract.
3.10. **Consideration of Proposals**

In making their selection under this RFP, the City and the RFP Selection Committee will consider the submittals, Contractor interviews, general qualifications, prior history of performance as well as the selection criteria set forth in this RFP.

3.11. **Disposition of Offers**

All proposals become the property of the City. At the conclusion of the award/contract process, the contents of all offers will be in the public domain and be open to inspection by interested parties subject to exceptions provided for in WI State Statutes or other applicable law.

3.12. **Negotiation**

The City reserves the right to negotiate final fees and scope of services with the selected Contractor, potentially including the final composition of the Contractor team.

3.13. **Local Preference**

The City of Madison adopted a local preference purchasing policy that would grant a 5 percent request for proposal scoring preference to Dane County based proposers. Proposers seeking to obtain local preference must register prior to the bid due date in order to qualify for the scoring preference. Register online at: [http://www.ci.madison.wi.us/business/localPurchasing/index.cfm](http://www.ci.madison.wi.us/business/localPurchasing/index.cfm).

3.14. **Process**

At any phase, the City reserves the right to terminate, suspend or modify this selection process; reject any or all submittals; and waive any informalities, irregularities or omissions in submittals, all as deemed in the best interests of the City.

3.15. **Release of Claims**

By submitting an offer, the Proposer agrees that it will not bring any claim or cause of action against the City based on any misunderstanding concerning the information provided herein or concerning the City’s failure, negligent or otherwise, to provide the vendor with pertinent information as intended by this RFP.

3.16. **Communication with Selection Committee.**

Proposers may not contact members of the Selection Committee at anytime during the evaluation process, except at the City of Madison Purchasing request.

3.17. **Right to Reject Proposals and Negotiate Contract Terms**

The City reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer(s) prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer(s), the City may negotiate a contract with the next highest scoring proposer.

3.18. **Basis for Evaluation and Award:**

The City will have sole discretion as to the methodology used in making the award. The award will be made to the responsible and responsive Proposer who offers the best combination of criteria to include, but not limited to: cost, system functionality, completeness and quality of proposal,
qualifications, references local preference and quality of solution in compliance with the specifications and requirements of this solicitation.
SECTION 4: PROJECT SCOPE AND REQUIREMENTS

4.1. General Information

This section identifies the Contractor’s Scope of Services. The proposal shall provide narrative descriptions for the Contractor’s approach in addressing the tasks listed within this RFP. The Contractor may propose other options above and beyond the list of tasks if deemed beneficial to the Madison Water Utility (MWU) Advanced Metering Infrastructure program. The new ideas or techniques proposed by the Contractor shall be indicated and priced separately per Section 4.4.

The selected Contractor shall perform and administer all work under this RFP and shall coordinate with MWU staff to provide a comprehensive AMI solution that will represent leading edge AMI technologies and services that include the latest in communications and information technologies.

This RFP considers a complete turn-key solution that includes the following components:

- Water meters
- AMI modules (i.e. Meter interface units- MIUs)
- Computer hardware and software required to effectively utilize the proposed system.
- Meter Data Management System - Software or other items required to interface the proposed systems with existing related systems.
- Advanced Metering Communications and Infrastructure (AMI) - Communications media/equipment/software to communicate to/from CIS and the meters.
- Installation and Implementation of all system components
- User Training
- Acceptance Testing
- Ongoing Maintenance, Customer Service and Support
- Program Management and Project Schedule

4.2. Responsibilities of Madison Water Utility

The Madison Water Utility and its designated representatives shall have the authority to relay instructions, approve the execution of the proposed work tasks, receive information, determine the percent of earned values based on work accomplishments, and express MWU’s policies and decisions. The Service Provider shall be aware that MWU reserves the right to eliminate any portion of work that the it deems unnecessary prior to and during the course of the project.

MWU shall make available to the Contractor information in the MWU’s possession, which it believes is pertinent to the Project.

MWU shall make all reasonable efforts to provide access to, and provision for the Provider, or the Provider’s subcontractors, subconsultants, and sub-vendors, to enter upon public and private lands as required to perform the work under this Agreement.

MWU shall examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the Provider and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the Provider.
MWU shall designate in writing a person to act as the MWU’s Project manager with respect to the work to be performed under this Agreement.

MWU shall give prompt notice to the Contractor whenever MWU observes or otherwise becomes, aware of any defect in the Project.

MWU may, at its discretion, and to the extent determined necessary by MWU, evaluate the Provider’s, and Provider's subcontractors’, subconsultants’ or sub-vendors’ performance. Timeliness in meeting the Project Schedule and the overall relationship with the Provider are factors that will be considered in the Provider’s performance rating. An unfavorable performance rating shall be a factor when future assignments are being considered.

MWU makes no representation or warranty of any nature whatsoever as to the accuracy of information or documentation provided by the City to the Provider, which were generated or provided by third parties.

4.3. **Summary of Responsibilities of the Selected Contractor**

The Contractor shall provide all of the hardware and software that together comprise the proposed AMI system. This includes meter interface units, wire and wire connectors, data collection units, repeaters, AMI control computers and related software and interfaces. The Contractor shall also determine the installation locations for the data collection units.

The Contractor shall manage, monitor, coordinate, and ensure that all contract work activities are completed. The selected Contractor shall provide MWU with a clear, understandable, and easily accessible method for determining the progress of work.

The Contractor shall determine the methods and means of installing the meters and meter reading equipment, consistent with this RFP.

The Contractor shall propose detailed goals and milestones for deliveries or accomplishments within the project schedule as approved by MWU.

The selected Contractor shall be ultimately responsible for coordinating all aspects of work among its project team, MWU staff, and any additional municipalities that may be involved in this project.

City staff will be ready to assist in providing the Contractor with any available information. However, the Contractor will be responsible for gathering additional information as needed (such as specific plumbing conditions within a property) to complete the work.

The Contractor shall coordinate and conduct core staff meetings throughout the project on a time schedule requested and/or deemed necessary by MWU. MWU may require weekly meetings at the beginning of the project and may reduce the frequency of these meetings as the work progresses.

The meetings shall be held to allow MWU staff to review the progress of work. Additional work sessions, briefings, and/or decision meetings shall be held whenever key finding or decisions need to be concluded. The Contractor shall prepare meeting notes to be submitted to MWU after each meeting.

The Contractor shall provide MWU staff and public relations unit assistance as required. This shall include, but not be limited to, providing charts, brochures, materials for public meetings or media distribution, photographs for news releases, and materials for technical articles or presentations. All contacts by the media as it relates to the Program shall be referred to MWU.
The Contractor shall provide all required, necessary, and reasonably implied services, reports, analyses, correspondence, applications, meetings, and other preparation of documents and communications necessary to obtain approvals and cooperation of agencies such as Environmental Protection Agency (EPA), Occupational Safety and health Administration (OSHA), Federal Communications Commission (FCC), Federal Aviation Administration (FAA), Wisconsin Department of Natural Resources (DNR), Madison Metropolitan Sewer District (MMSD), Army Corps of Engineers, railroads, utilities, and various municipalities, for all activities related to the Program. All correspondence, applications, responses to agencies, and other reports and communications shall be prepared by the Contractor and reviewed by MWU. The Contractor shall be responsible for establishing working relationships with agencies and municipalities to expedite approvals and mitigate negative impacts and shall hand-deliver items when necessary. Applications and associated fees to agencies shall be signed and paid by MWU.

4.4. Key Assumptions

Proposers should consider the following information in formulating their responses:

4.4.1. General

- The Madison Water Utility is open to any system configurations for an AMI system. For a proposer to be considered, at least one complete system must be proposed. If in doubt as to which type of system to propose, a proposer should propose alternative configuration systems.

- We encourage multiple system configurations. If a proposer wishes to submit multiple configurations, please indicate your “primary solution” and your “alternate solution” on separate pages. Indicate each alternate solution as Alternate 1, Alternate 2, etc.

- MWU is considering options for either replacing a limited amount of meters identified in Section 1 item 1.7 of the RFP or a complete change-out of all meters.

- Specific requirements of the AMI system are detailed in this RFP, especially Appendix A, the Technical Questionnaire (“Appendix A” or “Questionnaire”). Some items in the Questionnaire may not be required, and other items not listed in the Questionnaire may subsequently become requirements. The primary purpose of the Questionnaire is to serve as a document to solicit competitive responses to meet the Madison Water Utility's immediate and anticipated future requirements. Since the Madison Water Utility considers this a procurement of equipment, and professional service, not a procurement of a commodity, we anticipate that through the evaluation process, individual requirements may change and fees or costs are subject to negotiation.

- The Contractor will act as a “Prime” with overall responsibility for the proposal that addresses all of the requirements of the complete solution. The Prime Contractor will either meet all requirements themselves, or establish partner/subcontractor relationships with other firms, as needed. The Prime Contractor shall be fully responsible to the Madison Water Utility for the acts and omissions of all subcontractors and of persons indirectly employed by them. Subcontractors will be subject to the terms and conditions of the contract and RFP, just as the prime proposer will be. Any and all subcontractors must be identified in the bid. These subcontractors may be evaluated under the same criteria as the prime proposer, with the exception of cost.

- Subcontractor relationships shall be reflected in the contractual documents; in the financial and business risks; and that the obligation would extend until MWU has taken final acceptance.
o MWU shall rely upon the representations made during the RFP process, including those in the Proposal, while selecting a firm. The successful Proposer(s) shall be required to warrant their representations are accurate, and shall accept full responsibility for its responses to the RFP.

o MWU reserves the right to reject any proposals it determines not responsive to the RFP. Furthermore, MWU reserves the right to reconsider any proposal submitted during any phase of the procurement process; meet with select firms at any time to gather additional information; add or delete functionality from the scope of work up until the final contract signing, acknowledging these changes may result in increased or decreased effort/pricing. See Attachment C: Standard Terms and Conditions, for a complete list of MWU’s minimum requirements for the submission of proposals.

o Any and all third-party software solutions proposed as part of the Proposer’s solution are subject to the same requirements of this RFP, unless otherwise stated.

o MWU intends to formalize all participating parties’ rights, duties and obligations in written agreements, including the sample “Contract for Purchase of Services” in Attachment A and the Addendum to Software License Agreement, as applicable, in Attachment B, the content of which is subject to mandatory contracting policies and procedures of the City of Madison.

4.4.2. Pricing

o The City requests the pricing associated with this RFP be a firm proposal price that must remain open and in effect for not less than 180 days after the due date and time of the proposal.

o Proposers shall submit their written cost proposal in a detachable sealed section of the response as described in Section 6, Chapter 6.

o Pricing worksheets are included in Appendix B. Certain vendors may be asked to update their costs submissions with a best and final offer.

o All pricing submitted shall be a combination of unit price and lump sum fees for a total “not-to-exceed” cost based upon a Statement of Work and milestones. If the selected Proposer exceeds the not-to-exceed price, they will provide all work needed to meet the detailed work plan and milestones. MWU will not be liable for additional costs to the firm for additional work provided that exceeds the total not-to-exceed price.

o MWU requires that licenses for software be paid-up, perpetual, non-exclusive, and enterprise, unless specified otherwise for a period of 20 years.

o MWU requires that maintenance and support costs be paid for a period of five (5) years unless specified otherwise.

o Proposers shall submit in their detailed cost proposal, license and software fees, maintenance, support cost, and all other costs for the period listed above.

4.4.3. Other

MWU intends that all right, title, and interest in all material developed, conceived or originated in association with any performance under an Agreement related to the RFP shall be the property of MWU. Software developed or customized under any agreement related to this RFP shall be
completed for MWU as “work for hire” and shall be the exclusive property of MWU. MWU shall have all intellectual and ownership rights to developed or customized software.

4.5. Project Organization & Implementation Considerations

4.5.1. Implementation Team

MWU expects to form a team to support the implementation by working with the selected vendor(s) during the implementation planning activities. The Proposer shall include an approach for involving and engaging all MWU’s partnering agencies within their proposal and clearly state expectations for MWU’s IT staff involvement within the Narrative Response section of this RFP.

4.5.2. Implementation Approach & Workplan

MWU is looking for vendors to propose an implementation plan and any phasing recommendations that are appropriate for the size and complexity envisioned for the project. Proposals shall include detail on any phasing recommendations and how the Proposer has been successful with this approach in the past.

4.5.3. Training Approach

MWU is looking for Proposer’s to put forward a comprehensive training approach that will meet the needs of MWU and its Partnering Agency system users. Procedure documentation, internal control documentation, and training manuals are expected deliverables. These materials are envisioned to support the end-user training for the new system prior to go-live and support ongoing training of new users.

4.5.4. Interface Approach

MWU expects to gain an understanding of the Proposer’s experience with integrating applications and shall evaluate the Proposer’s approach to and scope of interfaces upon review of the RFP responses.

4.5.5. Go-Live Support

MWU expects the selected Proposer will support the go-live activities and provide a limited amount of support post go-live. Proposal shall detail the Proposer’s recommendations on post go-live support based upon their experience with cities of similar size and complexity as MWU and its Partnering Agencies.
SECTION 5: INSTRUCTIONS FOR SUBMITTING PROPOSALS

5.1. General

It is the responsibility of each Proposer, before submitting a Proposal, to (a) examine the RFP thoroughly, (b) if applicable, visit the Utility’s website, http://www.madisonwater.org as well as the Utility’s service territory to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Proposer’s observations with the RFP, and (e) notify the Purchasing Office of all conflicts, errors or discrepancies in the RFP. Failure to do so will be at Proposer’s own risk. A Contractor shall not be relieved of a requirement of this RFP on the plea of error.

5.2. Format

Proposals must be organized with headings and subheadings in the order provided in Section 6. Each heading and subheading should be separated by tabs or otherwise clearly marked. Required Information and Content of Proposals. RFP Form B provides a checklist of all required submittals.

The response to the RFP shall be complete but succinct and comprehensive. Elaborate proposals, such as those including expensive artwork, beyond that sufficient to present a complete and effective proposal, are not necessary or desired. Printing double-sided on recycled paper is strongly preferred.

5.3. Submittal Requirements

- Submit Technical and Cost Proposals in separate, distinct parts.
- Hardcopy proposals typed and securely bound on 8.5 by 11-inch paper in three-ring binders, otherwise identical to the electronic version.
- Electronic proposal in a PDF format stored on a common media (CD, DVD, or flash drive), identical in content and sequence to hardcopy proposals submitted. Email is not an acceptable method of submission.
- All proposals must be packaged, sealed and clearly labeled as either
- “COST” OR “TECHNICAL” PROPOSAL:

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5.4. Submittal Forms

Submittal Forms. In an effort to promote greater use of recycled and environmentally preferable products proposers shall make every effort to follow these guidelines:

- Printed double-sided copies.
• Use recycled paper with a minimum post-consumer content of 30% or tree-free paper. Note the level of recycled content contained in the paper being used.

• Unless absolutely necessary, minimize or eliminate use of non-recyclable or non-reusable materials, such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding.

• Use other products that contain recycled content in your bid documents. Such products may include, but are not limited to, folders, binders, paper clips, discs, envelopes, boxes, etc. Where appropriate, you may note which products in your bids are made with recycled materials.

• Submit materials in a format that allows for easy removal and recycling of paper materials.

• Unnecessary samples, attachments or documents not specifically asked for should not be submitted.

5.5. **Electronic Submission**

Proposers shall submit an electronic copy of their proposal stored on a common media; CD, DVD or flash drive. Transmission through email is not acceptable. The electronic submission shall consist of clearly labeled files that match the chapter layout in Section 6 of this RFP, below. Limit responses to the information requested in the RFP. Do not include any additional data files or content. Unless specifically noted, acceptable formats include Microsoft Word, Microsoft Excel, or PDF. Appendix A: Functional Requirements and Appendix B: Cost Proposal must be submitted in the provided Excel file (xls. or xlsx.)

5.6. **Mailed Submission**

Proposers shall submit the required number of copies of their proposal typed and securely bound on 8.5 by 11-inch paper. The proposals shall be identical in all regards, filled-out and complete. The content of the mailed proposals shall be identical to the original electronic-copy submitted.

5.7. **Discrepancies**

If any discrepancies between the paper copy and the electronic copy are discovered, the copy that MWU relied upon will prevail.

5.8. **Complete Submission**

Proposers must submit all required chapters, forms and appendices. MWU may deem failure to submit such data sufficient cause for disqualification.

5.9. **Appendices**

Some Appendices are formatted in Excel workbooks. Within the Excel workbooks there may be several worksheets (tabs) consisting of one to several pages each. Be sure to read and submit a response to each.
SECTION 6: REQUIRED INFORMATION AND CONTENT OF PROPOSALS

In the context of this section “you” and “your” is the same as “Proposer” and “Proposer’s”, respectively. “System” means the proposed AMI System. The evaluation and selection of a Contractor (defined as the Proposer awarded the RFP and who signs a contract with MWU), along with the contract issued, will be based, at least in part, on the information submitted in the proposal. Additionally, other inquiries may be made, including but not limited to references, interviews, demonstrations and presentations.

Table of Contents

The Table of Contents outlines in sequential order the major sections of your proposal.

Chapter 1. Required Forms

Include the following required forms (blank forms are included in the RFP):

1. **Signature Affidavit - RFP Form A**
   Submit certification with the legal name of the Proposer and signature of the person(s) legally authorized to bind the Proposer to a contract.

2. **Receipt Forms and Submittal Checklist - RFP Form B**
   Acknowledge and initial parts of RFP received and submitted

3. **Contractor Profile - RFP Form C**
   Provide business identification and contact information required in the form.

4. **Designation of Confidential and Proprietary Information – RFP Form D**
   Refer to Section 2.14.

5. **Interview Schedule Request – RFP Form E**
   Proposers are requested to identify their time preference for demonstrations or interviews.

6. **Intent to Respond - RFP Form F**
   To help identify interested proposers and establish a communication list for this RFP, Proposers are requested to submit their intent to respond.

Chapter 2. Executive Summary

The Proposer shall include a brief summary introducing your firm. Limit the Executive Summary to two (2) pages or less.

1. Briefly describe your business organization, experience and qualifications in relation to providing services required in this RFP.
2. Summarize your proposal in a brief and concise manner.
3. Provide a high-level overview of your product and the distinguishing characteristics of your proposal.
4. Describe how closely the proposed system matches MWU’s needs.
5. Indicate the total number of organizations using the current version of the proposed system.
6. Reaffirm your experience in implementing AMI systems for the public sector.
7. Summarize the critical success factors and key challenges MWU will face during this project. Recommend a high-level strategy or approach for MWU to follow.

Chapter 3. Qualifications, Experience and References - Narrative Response

1. Prime Contractor’s Qualifications
   A. Describe briefly your firm’s background and history. State organization’s size: local, regional, national and international, in relation to providing services requested in this RFP. State the location of the office from which this engagement will be serviced and the range of activities performed at that office.
   B. Provide a statement of the length of time you have been in business supplying the services referenced herein and experience in serving governmental entities.
   C. Provide evidence of working for and familiarity with the municipal procurement process.
   D. Demonstrate the firm’s capability and evidence of your experience providing services equal to or greater in scope than those requested in this RFP.

2. Prime Contractor’s Project Team
   A. Describe proposed organizational structure for those individuals that will be involved in the execution of the selected solution.
   B. Provide the name(s) and resumes of the related Project Manager(s) or key employee(s), and outline their experience in this type of work (Limit each resume to 2 pages.)
   C. Proposed Project Manager will be declared by name and will be responsible for all activities and communications with MWU.
   D. Describe each member’s Response Team’s expertise and experience in the area of AMI, including but not limited to: planning, deployment, implementation, and integration with other technologies.

3. Subcontractor’s Qualifications
   A. Provide a general overview of all of the partners/companies that are participating in the RFP response, including proof of financial stability, number of years in operation, number of employees, etc.
   B. Provide a listing of the products or services proposed by each of the companies per solution area

4. References
   A. Recent AMI Projects
      Proposer shall provide a list of all water utility installation contracts for more than 15,000 units of the AMI Equipment it is proposing that have commenced within a five (5)-year interval ending with the date of its proposal. This list shall contain the total number of units; percentage completed to date; and contact information, including contact names, phone numbers, and email addresses.
      Include description of Prime Proposer’s scope of work on each project.
      Use Appendix C-1 to provide information required under this section.
B. AMI References

Proposer shall provide additional information for three (3) references, if available, from utilities of size and circumstances most comparable to MWU. To the greatest extent possible, cite projects using the AMI equipment, meters and installation contractors specified in this proposal, and where the implementation has been substantially completed within the last five (5) years.

Include the following contract information: project beginning and ending dates, major subcontractors and suppliers, total number of units contracted, and percentage of total units that have been installed to date.

Include description of Prime Proposer’s scope of work on each project.

Use Appendix C-2 to provide information required under this section.

C. Installation References

Proposer shall provide the names, titles, addresses, e-mail addresses, and telephone numbers of three (3) references, if available, from utilities of size and circumstances most comparable to MWU where it, or its proposed installation subcontractor, if different, has installed AMI Equipment and where the installation contract has been substantially completed within the past five (5) years.

Use Appendix C-3 to provide information required under this section.

5. Financial Capability

The proposer must provide evidence that he or she has the financial stability and capability to perform the work outlined within the scope of work. Therefore, the proposer must submit one or more of the following financial statements or reports: 1) Audited balance sheets for the past three (3) years (If unavailable, an unaudited balance sheet is acceptable); 2) Internal report which provides a three (3) year financial trend analysis; 3) Current credit report; 4) Letter from proposer’s bank verifying financial stability; or 5) Any other financial status report which can be used to demonstrate financial stability.


Disclose any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending within the last three (3) years which involves your firm and all subcontractors involved in the project. List any contracts in which your firm and any subcontractor have been found guilty or liable, or which may affect the performance of the services to be rendered herein.
Chapter 4. Contract Requirements

Overall AMI System:

The City desires to contract with a single vendor for a complete AMI system, if possible. Please include with your proposal a statement explaining the contractual documents that you believe would be required to accomplish the installation and future support and maintenance of the complete AMI System as requested herein.

Attachment A – sample contract for Purchase of Services or “POS” is a required contract form used by the City for purchase of services and combined purchase of equipment and services and will be mandatory for this project. The POS will serve as the base contract for the entire project as well as any future maintenance or support agreements that are executed separately.

Attachment B is a sample software addendum that can be attached to software license agreements for the purpose of incorporating the City’s mandatory terms and conditions.

Software System Installation:

For a software installation that includes the purchase of software licenses, services, and future maintenance and support, the City typically uses a three-contract structure:

1. Contract for Purchase of Services (Attachment A) for the installation, implementation, training, configuration, and services related to the implementation of the AMI System, with an end date coinciding with completion and acceptance of the implementation services, and including a negotiated Scope of Services and Schedule of Payment.
2. Software License Agreement that incorporates Attachment B.
3. A separate Contract for Purchase of Services for the future maintenance and support services which may be annual and renewable or for a set number of years.

As part of your RFP submittal, please include the following under Chapter Four:

1. Acceptance of City of Madison provisions.

   State your acceptance of Attachments A and B (if applicable) and C, the Standard Terms and Conditions. Proposers are responsible for reviewing and becoming familiar with Attachments A, B and C prior to submission of their proposal. Each Proposer responding to this RFP must include a positive statement that they understand and accept these Attachments.

2. Exceptions or Alternative Terms

   The majority of the standard contract terms in Attachments A and B are mandatory via the ordinances and policies of the City of Madison and the City cannot modify such terms. Bidders may submit exceptions to these clauses and/or suggest alternative terms, however, by receiving such proposal or awarding the project MWU does not indicate agreement to any alternative contract terms.

3. Sample Agreements

   The contract Attachments described above represent the typical structure of procurements involving software, however, MWU is interested in reviewing your sample form contracts, including any “system” contracts that integrate software license, professional services, and future support and
maintenance. Additionally, please submit any sample contract forms for the purchase and future maintenance/warranty of all meter equipment and other components of the proposed AMI system.

A. Prime Contractor/subcontractor relationships: Please include Model/sample contracts between the Prime Contractor and all its partners/subcontractors.

B. With respect to software Please submit sample agreements for the following:

1. In addition to utilizing a Contract for Purchase of Services, this RFP assumes that the licensing rights of the parties with respect to the selected software will need to be established. Please submit a sample copy of any Licensing Agreement(s) currently in-use for the software product(s) you are proposing, including any end user licensing agreements. Also, please explain how you (the Proposer) intend to indemnify MWU against third party claims of intellectual property rights infringement. By receiving any sample licensing agreement and/or infringement indemnification language with a proposal, MWU does not indicate agreement to any of its terms.

2. Any Maintenance and/or Support agreements currently in-use if you are proposing ongoing maintenance and support services for the software.

3. Software Source Code Escrow agreement. The source code for all software products and customizations, used or developed, related to the project for MWU, including all future releases of this software, should be held in escrow or delivered to MWU, in order that MWU shall have full and complete access upon specified triggering events. Should the Proposer elect to have the Source Code placed in an escrow account, all cost thereof shall be incurred by the Proposer, who shall provide documentation for the escrow account to MWU. Please submit a sample software source code escrow agreement in your response to the RFP (See Section 6, Chapter 4).

4. Third Party Software -The City strongly prefers a complete system that does not require the use of third party software programs. However, if your proposed system includes the use of any third party software products or vendors, please describe how you envision the legal relationship between you and the third parties.

For each proposed third party product, include the following details:

a. Do you have a sublicense for the third party product?
b. Are you an authorized reseller of the third party product?
c. Will you provide support and maintenance for the third party product?
d. Will the City be required to sign a license agreement or EULA for the third party product?

By receiving any sample agreements with a proposal or awarding the project, MWU does not indicate agreement to any of the terms of such sample agreements.

4. System Warranty – See also Appendix A, Questionnaire, Section N

Please indicate if you are able to provide a System Warranty and/or any other warranty for the software, services, integration, and total system functionality, and attach samples of any such warranties. Explain how your warranty interacts with the future maintenance and support services you propose to provide.
5. **Performance Bond**

To secure the performance of the resulting contract(s), the successful Proposer may be required to provide a payment and performance bond, or irrevocable letter of credit for the total cost of the complete AMI system implementation. Indicate your ability to provide such bonds. Document the cost of doing so in Appendix B: Cost Proposal.
Chapter 5. Project Management Approach – Narrative Responses

This section includes specific questions about the AMI solution, implementation approach, maintenance and support. Proposers must respond to all narrative sections that apply to their solution. It should provide sufficient detail and clarity for the selection committee comprised of functional utility employees to comprehend the methods and general approach, and formulate a thorough evaluation.

1. Project Management Approach

Limit response to three (3) pages.

A. Project Execution. Describe proposed technical approach for executing the project scope, including your understanding of the project, the strategy used for controlling its quality, correcting mistakes, specific deliverables to achieve the project objectives and the scope of services, innovative ideas and any other relevant information concerning your firm’s qualifications for the project.

B. Project Staffing. Include a discussion of staffing allocation, and your contract administration methods to ensure prompt service, customer satisfaction, prompt complaint resolution, employee performance, cost controls, adhering to contract schedules, timely initiation and completion of work.

C. Project Interaction. Describe the proposed approach to project management to show the relationships between Proposer staff and MWU staff. Provide roles and responsibilities of key personnel including: Installation Manager, Contract Manager, MWU Project Manager, Proposer field inspectors, and MWU field inspectors. State what information or data will be needed, used or obtained from MWU of Madison. Indicate expected use of City resources including assistance from City Staff. Describe the escalation process to address issues unresolved within a reasonable timeframe.

D. Project Management Reporting. Provide sample layouts of all anticipated reports for managing the project to ensure the contract is completed, on time, within budget, and meets all performance requirements as outlined in Exhibit 2.

E. Contract Management Meetings. Contract Manager shall meet with MWU management periodically and not less than monthly to update them on progress against the installation schedule. Describe the proposed meeting plan including reporting requirements, expected participants, frequencies, and expected topics of meetings.

F. Installation Management Meetings. Describe the proposed meeting plan including reporting requirements, expected participants, frequencies, and expected topics of meetings to ensure timely, cost–effective, and high-quality installations and customer satisfaction assurance with the installations.

G. Identify roadblocks and milestones found in similar programs and firm’s approach to managing them. Describe why the firm’s selected program approach fits this particular program.

H. How to assess project related risks and their impact.

I. Provide the following information regarding you current workload:
   - List projects firm is currently negotiating
   - List projects firm is currently administering
   - List projects firm is currently pursuing
J. Provide the following information regarding Scheduling, Estimating and Budgeting:
   • On your last 10 projects, how many were completed on schedule?
   • How many were completed within budget?

K. Describe the firm’s ability to provide services as required within required time lines.

L. Address your firm’s overall cost containment practices for controlling direct and indirect costs.

M. Provide any additional information that may not be have specifically requested but deemed essential to your proposal.

2. Proposed Project Deployment Timeline

Propose a projected timeline depicting the timing of all AMI-related workstreams starting from the date of contract execution.
Chapter 6. Technical, Functional, Performance Overview of System Components

This section includes technical, functional, and performance requirements of the proposed AMI system. The information in this Section is to be used to help complete the questions asked in Appendix A Functional Requirements. Proposers must respond to all narrative sections in Appendix A that apply to their solution. Answers should provide sufficient detail and clarity for the selection committee comprised of functional utility employees to comprehend the methods and general approach, and formulate a thorough evaluation.

1. Overall System Characteristics.

MWU recognizes that AMI system features, characteristics, and performance result from the interaction of components, and are to be addressed in this section. Individual component requirements and characteristics are to be addressed in response to the appropriate sections following this one. Proposer is advised to read the entire RFP first and minimize repetition to the greatest extent possible.

1.1. Data Transmission Accuracy and Security. The system shall include provisions to ensure data transmission accuracy (for example, error checking), security (for example, encryption), and immunity from outside (electromagnetic) interference as well as fading and other forms of signal degeneration or attenuation (such as multi-path fading) to prevent accidental loss or interception of customer or meter reading data. Describe how this is accomplished.

1.2. System Architecture. Proposer shall describe proposed architecture of the following items in the AMI system:

- Software and Hardware Architecture Roadmaps for each of the Proposed Products
- Communication infrastructure from the meter to the AMI server.
- AMI control computer - Include a diagram with all hardware elements. Network switches, hubs or additional infrastructure changes required must be proposed and estimated costs must be reflected. Describe and justify the proposed server processor and storage capacities.
- Proposer shall provide a software architecture diagram and a description of all of the proposed software, including all third-party middleware, database engine, report generator, etc. Descriptions shall include version numbers of all products.
- Provide information regarding your software architecture for review by the City’s Security Issues Team.

2. Water Meters

2.1. General meter requirements.

2.1.1 Latest models. Meters shall be new, of the latest production model, with the latest standard equipment, including items specified.

2.1.2 Applicable documents. The following documents of the issue in effect on the date of this RFP, form a part of these requirements to the extent specified herein:

- American National Standards Institute (ANSI) B1.20.1 “Pipe Threads”
- ANSI B 16.1 “Cast Iron Flanges”
- AWWA C700, 701, 702,704, and 707, as applicable

2.1.3 New Technology meters: MWU requests that Proposers who wish to offer meters that are of new technology or do not conform to existing AWWA standards, should
clearly identify their proposal of the new technology meters as an alternate to its primary proposal which incorporates proven and AWWA-compliant meters.

2.1.4 **Lead in Meters.** All meters must conform to NSF 61 standard.

2.1.5 **Tools.** Meter manufacturer shall furnish, at no cost, within ninety (90) days from the date of Notice to Proceed, all specialty tools required for meter maintenance, in reasonable quantities to be negotiated with the Madison Water Utility.

2.1.6 **Serial numbers and labeling.** The manufacturer's serial number shall be stamped on the main case of all meters. The serial number shall consist of all numeric digits.

2.1.7 **Technical data.** Proposer shall provide all manuals, diagrams, tolerance charts, exploded views, parts numbers, pricing, electronic diagrams, and any Materials Safety Data Sheets (MSDS) within thirty (30) days of the Notice to Proceed.

2.1.8 **Tamper resistance.** Split case meters shall have 3/32” seal wire holes through two (2) aligned case bolts or one (1) 3/32” seal wire hole through both halves of case.

2.1.9 **Strainers.** All meters shall contain removable non-corrosive strainer screens.

2.1.10 **External case bolts.** All external case bolts, cap bolts, washers, and nuts shall be of sufficient strength for the purpose and must be of non-corrosive material designed for easy removal after long service.

2.1.11 **Interchangeability.** All meters of the same size or capability shall be manufactured so as to permit complete interchangeability of all parts (e.g., discs, pistons, chamber tops, chamber bottoms, etc.).

2.1.12 **Rejection.** Water meters that do not meet the requirements of this specification shall be rejected by MWU, removed by the manufacturer at its own expense and replaced within the delivery date specified.

2.2 **Meter registers.**

2.2.1 For meters to be used in meter pits or vaults, the register and wire connection shall be waterproof and corrosion proof.

2.2.2 Meter registers shall be sealed to withstand long-term and repeated submersion in water and wide variations in ambient temperature.

2.2.3 Each encoder register shall have a unique identification number that can be read electronically when the meter is interrogated and transmitted to or stored in the MIU.

2.3 **Displacement Meters**

2.3.1 **Meter cases.** All meters shall have an outer case with a separate removable measuring chamber in which the disc or piston operates. The outer cases and any supplemental make-up pieces shall be made of a copper alloy containing not less than 75% copper or suitable synthetic polymer. Cases for 1 ½” and 2” meters shall be all bronze. Casings may not be repaired, plugged, brazed or burned in.

2.3.2 **Pipe connections.** Connections shall be meter casing spuds having external straight threads conforming to ANSI B1.20.1. Internal threaded spuds conform to ANSI B21 shall be used on 1-1/2” and 2” meter cases. Coupling tailpieces shall be made of copper alloy containing not less than 57% copper with external pipe threads conforming to ANSI B2.1 and internal diameters approximately equal to the nominal thread size of the tailpiece.
2.4 Compound Meters

2.4.1. Meters – Interior Parts Removal. Meters shall be designed for easy removal of all interior parts without disturbing any connections to the pipeline.

2.4.2. Flanges. All meters shall be furnished with flanges on both ends. Flanges shall be of round type, faced and drilled, and shall conform to the American National Standards Institute case iron pipe flange, class 125, ANSI B 16.1 for diameter, drilling and thickness. All companion flanges shall be tapped American Standard internal taper pipe thread, ANSI B2.1.

2.4.3. Installation Supplies. Proposer must supply the necessary bolts, nuts, washers and gaskets for all meters 1-1/2 through 12".

2.4.4. Pressure. Meters shall be guaranteed to operate under a working pressure of 150 psi without leakage or damage to any part.

2.4.5. Strainers. Strainers shall be either an integral part of the meter or a separate flanged casting and shall be easily accessible for cleaning. Strainers shall be rigid, easily removed, and have an effective straining area at least double that of the main meter case inlet.

3. Meter Interface Unit (MIU).

MIUs must be available in versions that work in water meter vaults as well as inside buildings. Indicate if there are different models of MIUs for indoor, outdoor wall-mounted, and vault installations. If so, provide responses to the requirements in this section for each version for those features that are different, clearly specifying which version they apply to.

If there is more than one version of the MIU (e.g., one with more advanced features or memory and one with less, or single port versus multi-port), provide responses to the requirements in this section for each version for those features that are different, clearly specifying which version they apply to.

3.1. ID Number. Each MIU shall have a unique, permanent ID number that is transmitted with the meter readings. This serial number shall be readable on the outsides as well as bar-coded.

3.2. Connections to Meter Registers. Wire connections between the meter register and the MIU must be sealed and waterproof.

4. Fixed Radio Data Collection Unit.

4.1. Number of Units. Proposer is solely responsible for determining the mix of data collectors, repeaters, and MIU placement strategies needed to meet or exceed the reading success rates guaranteed in the proposal.

4.2. Mounting. Proposer must include estimates of the costs of mounting and any continuing site rental costs in its proposal.

5. Radio Licenses.

5.1. Obtaining Licenses. Proposer shall be responsible for obtaining all necessary licenses on behalf of MWU. Licenses shall be assigned to MWU. Licenses must be obtained and assigned radio frequencies verified as suitable for use with the AMI system(s) before any AMI equipment is delivered to MWU. If license frequencies are reallocated and no longer available to MWU after installations have begun and this could have been reasonably anticipated by
the Proposer, MWU reserves the right to cancel the contract and orders for all or part of
the system, and receive a full refund from the Proposer of all amounts paid, in addition to
other damages incurred.

6. **AMI Control Computer.**

The AMI system may be managed and controlled by one or more components, including one or more
control and communications computers, file servers, etc. Describe all in response to this section.

6.1. **Hardware and Network Configuration.** Vendor will provide all of the computer hardware and
software needed for a complete and working system.

6.2. **Environmental.** Any workstation or control computer must be able to operate
according to the City of Madison Infrastructure Guidelines. See Chapter 8 Technical
Considerations.

6.3. **Remote Access.** MWU desires that the AMI system functions, reports and data on the control
computer or server, be securely accessible by properly authorized persons from other
workstations on MWU’s network using IP communications protocol.

7. **System Software.**

7.1. **Software may be required to:**
A. Operate the control computer that interacts with other AMI system components to
obtain meter readings
B. Manage the database of meter readings and other information
C. Interface to MWU’s Customer Information and Billing system and other information
   systems.

7.2. **Interface to Billing System.** The AMI system should automatically provide data, corresponding
to all the accounts in a billing cycle, meter reading route or other grouping presented to it, to
the CIS in a standard, nonproprietary format (e.g., fixed-field ASCII).

MWU prefers that the proposed interfaces to CIS emulate existing interfaces used by MWU
for meter reading, eliminating the need for MWU to amend its existing systems.

7.3. **Database.** MWU requires a meter reading database as part of the AMI system. Any
Proposer-supplied database used to store and manage meter readings must be non-
proprietary, ODBC-compliant, and SQL-compliant. The database tool should be SQL-Server
2005 or later.
MWU shall be entitled to make copies of the software, including any third-party software, and
any user manuals for backup and archival purposes.

7.4. **Third-Party Software.** MWU desires that the Proposer shall own all software, except for
commercial generic third-party packages used to support the Proposer’s system (e.g.,
relational database management system, report generator). Proposer must secure for MWU
sublicenses or direct licenses for all third-party software necessary for the systems to
function as proposed. Indicate the warranty, licensing, and support provisions for any such
packages. Such specialized third-party software should be under the control of the Proposer,
and be subject to the provisions of the license and warranty, maintenance and escrow
guarantees.

The entire control computer system, including all hardware and software, shall be subject to acceptance testing by MWU prior to any payments and prior to any meter installations, including installations in the pilot. Acceptance testing shall include testing functionality of features described in the proposal, testing of all interfaces developed by the Proposer, testing capacity of systems to perform when processing large quantities of data and transactions, and testing capacity of the system to detect and reject input data that would fail reasonableness checks (i.e., reading dates in the future, or non-numeric meter readings). A detailed acceptance test will be designed after a Proposer and technology have been selected, and before taking delivery of any field equipment.


9.1. System Manuals. Proposer shall provide manuals and customized written procedures sufficient for complete operation and maintenance – including installation, configuration, diagnostics, and repair – of the system, its software, and its components.

9.2. Third-Party Software Manuals. Manuals for any third-party software components incorporated into the system shall be available online or on CD/DVD in a printable format.

10. Training.

10.1. Prerequisite to Installation. Proposer must provide training to MWU staff prior to the commencement of installations. There will be no installations permitted until after MWU’s staff is properly trained.

10.2. Location. All training shall be done at MWU’s offices and facilities, or in the field in Madison.

10.3. Recording. MWU reserves the right to record (video and audio) all training sessions for use in training its personnel.


11.1. General. Service is a paramount consideration in the use of the proposed products. A statement by the proposer must be included in your proposal that will ensure Madison Water Utility that maintenance services will be provided at a minimum for the next five years either by the proposer or his agent. If an agent is used, an assurance must be provided by the proposer that they will provide the service, or that the service will be provided by another agent in case of default.

Madison Water Utility requires that proposer’s maintenance services shall include timely preventative maintenance and repair services, including labor and materials, at the fees specified for such services within this proposal. Proposer agrees that it will respond to all calls for service within four hours during the hours of 8:00 a.m. and 5:00 p.m. local time on all City of Madison legal work days.

If proposer personnel do not meet this response requirement, proposer shall forfeit 1/365th of the annual maintenance fee for each day or portion of the day that the requirement is not met. Delays in service caused by bonafide strides, government priority or requisition, riots, fires, sabotage, acts of god, or any other delays deemed by Madison Water Utility to be clearly and unequivocally beyond the contractor’s control will be recognized by Madison Water Utility. The contractor may be relieved of the responsibility of meeting the service time as
stipulated in this section upon contractor’s filing just and true statements, signed by the contractor and giving in detail all the essential circumstances which, upon verification by Madison Water Utility, justify such action under the provisions of this section.

If proposer should fail to comply with the requirements of the above sub-sections at any time during the specified five-year period then Madison Water Utility shall have the right to promptly seek an alternative supplier of maintenance and repair services. Madison Water Utility shall give immediate notice to proposer of proposer’s breach of these sections. Proposer shall be liable to Madison Water Utility for any costs incurred by Madison Water Utility in using an alternate supplier of maintenance and repair services to the extent that the fees of the alternate supplier exceed the customary fees of proposer following any incident where it is necessary to engage the use of an alternate supplier, but may do so at its own discretion.

11.2. **Initial Support Period.** Proposer should provide onsite support during the installation period at no additional cost to MWU beyond the annual component and software maintenance fees.

11.3. **Telephone Support.** Proposer shall provide trained persons to answer technical questions and guide MWU employees through the use or diagnosis of the system through a toll-free number. Telephone support shall be available at a minimum from 7:00 a.m. through 5:00 p.m. Central time Monday through Friday.

11.4. **Onsite Support.** Proposer shall be required to provide onsite assistance at the request of MWU. Onsite support should be rendered within twenty four (24) hours of receiving a request for support.

12. **Installation.**

12.1. **General.** Madison Water Utility is interested in hiring staff to complete the majority of meter installations and MIU installations. Vendors will be required to perform project management of the Utility provided installers. The Madison Water Utility plans to have the AMI system installed by the end of 2012.

12.2. **Installation Schedule.** MWU and the Proposer shall establish an overall schedule for installation of the entire project. Proposer will provide MWU an updated schedule at the beginning of each week.

12.3. **Work Hours.** Proposed working hours will be subject to approval by MWU.

12.4. **MWU Project Manager.** MWU will designate an employee or agent who will manage the project on behalf of MWU. The function of this Project Manager is to coordinate with the Contractor and promote compliance by the Proposer with the specifications. The designation of a Project Manager shall not relieve the Proposer of its full responsibility to comply with the terms of the Contract and/or all plans and specifications.

12.5. **Payments.** Proposer shall provide to MWU electronically on a weekly basis its list of newly completed installations and any authorized additional work in an itemized format. This list shall be attached to an electronic draft invoice.

MWU shall notify the Proposer of any listed items that do not meet the conditions of a successful install, so that the Proposer may resolve any discrepancies. MWU may at its discretion reject the entirety of any list on which there are discrepancies in more than 10
percent of the entries. MWU shall process all other items as acceptable and arrange payment for these.

Payments will be based on the price schedules as agreed to between MWU and the Proposer, based on prices submitted by the Proposer.

12.6. **Penalties** - MWU reserves the right to impose penalties for every instance that performance standards established under the contract are not met. Such performance standards related, but not limited to: late arrivals, changed appointments, missed appointments, unresolved customer complaints, data discrepancies, will be established with associated penalties before contract execution.

12.7. **Proposer Staff.**

12.7.1. **Contract Manager.** Proposer shall designate a Contract Manager, who shall have the authority to handle and resolve any disputes or contract issues with MWU. Disputes that cannot be handled at this level must be handled in accordance with the dispute section of the Contract.

12.7.2. **Installation Manager.** Proposer shall designate in the proposal an Installation Manager, who shall be responsible for managing the entire installation project on a day-to-day basis on behalf of the Proposer and for seeing that all installations are carried out in a professional manner and in compliance with the procedures required by the system Proposer/manufacturer, MWU, and all other applicable local, state, and federal regulations.

12.7.3. **Installers.** MWU reserves the right to require Proposer to retrain, reassign, or remove from the project any employee or subcontractor who fails to perform workmanlike and competent work. In addition, all installation employees are required to comply with the local codes of the jurisdiction where the work is taking place.

12.7.4. **Licensed Plumbers.** Proposer shall engage by employment or subcontract at least one person who shall maintain a valid and current Plumber’s License. This person(s) will be appropriately licensed and registered in Wisconsin. This person(s) shall be responsible for supervising the work of all Installers, and correcting any problems or damage to plumbing occasioned by the changing of meters or registers and the installation of the AMI equipment under this contract.

12.7.5. **Bonding, Background Checks.** Proposer shall bond all Licensed Plumbers and Installers in a manner appropriate for Madison or any surrounding community in which they are required to work. Proposer shall subject all employees to a criminal offense background check and drug and alcohol testing. Proposer shall not employ as Installer any person who fails these checks. MWU reserves the right to review all background checks and prevent any such employee from working on MWU projects.

12.7.6. **Uniforms and Identification.** Proposer’s field personnel shall wear easily recognizable uniforms and prominently displayed picture identification badges containing Proposer’s name, employee name, title and signature, employee picture, and employee I.D. number. Employees shall also be issued and carry identification cards issued by MWU. Proposer’s employees who are no longer
employed by the Proposer shall be required to return their uniforms and identification cards immediately upon termination of employment, and the Proposer shall immediately notify MWU of all such terminations and if identification cards were received from terminated employee.

12.7.7. **No Solicitation.** No proposer, or its employees or agents, may solicit business from or perform work for the MWU’s customers while engaged on any contract associated with this project.

12.8. **Items to be Supplied by Proposer**

12.8.1. **General.** Proposer will supply the following components and aspects of installation: overall project management; training and direct supervision of installers; appointment scheduling; problem solving and complaint handling; and inspection, testing, and quality control.

12.8.2. **Tools and Materials.** Proposer shall furnish all supplies, materials, tools, and equipment necessary for the successful and timely completion of all meter and AMI installations under this contract as specified herein.

12.8.3. **Vehicles.** Proposer shall be responsible for all vehicles it uses on the project. Proposer should provide service vehicles onsite stocked with common fittings and supplies needed for normal service restoration and/or replacement. Proposer’s vehicles, including private vehicles used for the work, shall have the company logo prominently displayed on both sides of the vehicle. Any employee of the Proposer or its subcontractors who drives a vehicle in connection with this project must have a valid driver’s license for the class of vehicle being driven, and must be insured as set forth in the Sample Agreement provided on MWU’s website.

12.8.4. **Call Center.** Proposer should provide a call center and a toll-free number that customers can call to schedule installation appointments, to ask questions concerning the project, or to report problems concerning installations. MWU prefers a call center physically located within the United States of America.

12.8.5. **Field Communications.** MWU requires that all the Proposer’s installers, plumbers, inspectors, and supervisory personnel be equipped with cellular phones or radios so that problems or questions can be addressed immediately and the Installation Manager can be contacted immediately if needed.

12.9. **Account Data and Installation Scheduling.**

12.9.1. **Account Data File.** Prior to the start of the installations, the MWU Project Manager will provide the Proposer with an electronic file containing the information necessary to create work orders for meter/AMI installation. MWU will provide the Proposer 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 meter size, make and serial number, whether the meter shall be retrofitted or replaced, the meter location (inside, outside, or unknown), access notes to the meter, and the name and phone number that may be listed on the account.

12.9.2. **Customer Notification.** The text of all Proposer letters, door hangers, and other communications with customers must be submitted to MWU Project Manager for approval at least 2 weeks prior to use. Proposer shall also develop and submit to
MWU the scripts for any telephone conversations with customers for approval by the MWU Project Manager at least 1 week prior to use.

12.9.3. **Notification of Owners.** The owner may authorize the Proposer to make an appointment with a tenant or the owner's representative. Proposer shall document such authorization.

12.9.4. **Appointment Scheduling.** Proposer shall be responsible for scheduling and handling all installation appointments. Proposer shall notify customers of any changes in schedule at least 24 hours in advance of the original appointment.

12.10. **Installation Procedures.**

12.10.1. **Pilot Testing.** Prior to the commencement of full-scale installation, but after the Proposer has installed the AMI system control computer and a sufficient quantity of data collection units, the Proposer shall install the meter reading equipment and, meters (if applicable), on three of MWU's routes. During this Pilot test and a period not longer than twenty (20) business days following it, MWU and the Proposer shall evaluate the procedures for public notification, scheduling installations, meter and MIU installation, data transfer to MWU's billing system, meter reading over the system, installation data management and project control, and problem resolution, to ensure they are working and effective. MWU may require the Proposer to modify any procedures that it deems are deficient or ineffective or otherwise unacceptable to MWU. No work will be started on other routes until the AMI system equipment is determined to be working to performance requirements on the test routes, the project control procedures and systems are determined to be performing accurately, and the installation procedures have been approved by MWU.

12.10.2. **Site Conditions.** Before, or at the time of installation, the Proposer shall inspect the existing water meter setting, including piping and control valves. If the Proposer determines that conditions are such that damage to the existing piping would result, the Installation Manager shall immediately contact the MWU Project Manager, shall not attempt the installation until the site is inspected by an authorized MWU representative, and shall postpone installation at that site until the MWU Project Manager authorizes the Proposer to proceed with the work.

12.10.3. **Meter Replacement.** Installer should ensure he is at the correct location and meter, and check for running water prior to commencing meter change-out. Installer must turn off the water to the building. If the meter is inside, before replacing the meter, the Installer must verify there is an acceptable permanent ground wire spanning the installation site and connected to the plumbing on both sides of the meter. If there is not, the Installer shall use a jumper cable to ensure electrical grounding during installation, and note the absence of a grounding wire on the work order. Installer shall then replace the meter, using new gaskets or washers. Installer shall put plastic caps on the inlet and outlet of the old meter and handle the meter with care in the event of post-removal testing. All meter adapters, bushings, or other hardware necessary to install the new water meter in the consumer's existing meter setup must be furnished by the Proposer. Proposer is required to install standard connections (meter couplings) for all 5/8” thru 2” meters if none exists currently. These couplings must receive prior approval from MWU.
Proposer shall provide in the pricing tables a price for installing a permanent grounding wire (materials and labor) at each location where one does not exist.

12.10.4. Strainers. If there is a strainer at any installation, the Installer shall clean it and restore it.

12.10.5. Valves. The control valve located on the main service line immediately upstream of the meter shall be defined as the “stop and waste” valve. If the Installer cannot shut off water using the stop and waste valve (details must be documented on a work order), he or she shall have the option of closing the curb valve, or using a non-Freon-based freezing tool to restrict flow of water in the pipe. At no time shall an Installer use crimping or cause any permanent injury to the plumbing to restrict water flow. It is the premise owner’s responsibility to provide an accessible, visible stop and waste valve. If an inside control valve is not visible, the Proposer shall contact MWU’s field inspector who will verify there is no accessible stop and waste valve, cite the owner, and explain the corrective measures that must be taken. The curb valve is the appropriate point at which to shut off water service to the home/dwelling so that an inoperative or defective stop and waste valve can be repaired or replaced. If the curb stop valve cannot be located or is inoperative, the Proposer shall notify the MWU Project Manager and MWU will rectify the problem.

12.10.6. Internal Plumbing Irregularities. Proposer shall report to the MWU Project Manager, prior to the installation of a meter, any internal meter and/or plumbing irregularities including but not limited to meters installed backwards and disconnected meters or any other indication of tampering such as magnets, if meter has been removed and replaced with connecting pipes; if registers are disconnected from meters; if there are illegal connections before a meter; if there are unmetered connections of a customer’s plumbing to a service lateral, fire pipe, or water main; or if there are any other violations of MWU’s regulations. Proposer shall not proceed with the installation of a meter until the MWU Project Manager has authorized such installation in writing.

12.10.7. Meter Vault Work. Proposer shall be responsible for removing and properly disposing of any reasonable amount of dirt needed to access a meter in a meter vault. If a water meter vault is flooded so that the meter is fully or partially submerged, the Installer must pump out the vault before changing the meter. The pumped-out water shall be disposed of in a safe and proper manner as to not cause harm to the surroundings or to others. Installer must ensure that the water service is not in any way contaminated, even intermittently, by standing water in the meter vault. All waste resulting from cleaning the meter vault as well as replacing the ring and lid must be cleaned up and disposed of properly by the Proposer. The existing ring and lid, if replaced, shall be disposed of by the Proposer. The proposer is responsible for any required traffic control. The work must comply with all appropriate traffic safety regulations.

12.10.8. Service line Damage. Proposer 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 MWU Project Manager and the MWU Project Manager has authorized the Proposer to proceed with the work. In the event a service line fails during or after the installation procedure has been authorized to proceed, the
Proposer’s licensed plumber will oversee the repair work required to restore the water service line to working order. The cost of this work will be negotiated between proposer and MWU prior to beginning meter replacement work. All work must comply with MWU’s standards for service repairs or replacement. MWU personnel shall inspect all work, payment for which is subject to approval by MWU.

Any damage done by the Proposer outside the area and scope of the work of the contract shall be repaired or replaced at the Proposer’s sole cost and expense.

All plumbing work other than the replacement of a water meter must be authorized by MWU and inspected by a MWU field inspector and will be subject to MWU approval.

12.10.9. **Completed Work Orders.** An electronic copy of all the work order information must be provided to the MWU Project Manager on a daily basis.

12.10.10. **Salvage Old Meters.** All meters removed as part of this project will be the responsibility of the successful Contractor. Contractor shall indicate a salvage price for each meter in Appendix B – Cost Proposal.
Chapter 7. Required Diagrams

At a minimum, the following attachments should be included in the response to this RFP as a supplement to the approach and methodology. If additional items are deemed necessary by the Proposer, they should be properly labeled and included. It is the intent of this RFP to depict all required diagrams under this section. However, where diagrams have been included in appropriate sections in the RFP, Proposers shall indicate as such in this section.

1. High-level Diagram and description for each component of the proposed solution
2. Diagram for the AMI Head End System
3. Diagram for the AMI Communication Infrastructure
4. AMI Communication coverage maps
5. Sample Acceptance Test Plans for each component of the proposed solution
6. Implementation Plan for each component of the solution being responded to
7. Microsoft Project Plan (Full schedule including interdependencies)
8. Project Organizational Structure
9. Installation Plan for AMI System and Meters
Chapter 8. Infrastructure Guidelines

The following chapter is an informational section detailing the City of Madison Infrastructure Guidelines including a “Big Picture” Network Diagram. This section is for informational purposes only.

1. Geographic Information System (GIS)

The City of Madison’s Enterprise GIS repository uses ESRI’s ArcGIS 9.3 with MS SQL 2005 as the DBMS. The City of Madison currently uses two GIS software packages (ESRI ArcGIS; and Integraph MGE running on Microstation J [MGE will migrate to Bentley’s Geographic’s running on Microstation V8 at some point in the future]. Geographic data that is maintained in MGE/GeoGraphics will be translated to ESRI ArcSDE format for use in ArcGIS.

2. Website Considerations

This section details Accessibility, Portability, and Security for City of Madison Websites.

Accessibility

From the City of Madison Web Policies, Standards, and Guidelines (full document can be found at http://www.cityofmadison.com/is/pdf/WebPoliciesStandardsGuidelines.pdf)

ADA Requirements – Web Policies

As a government site, all pages will be designed to meet requirements of the Americans with Disabilities Act. Information about the Web Accessibility Initiative can be found at www.w3c.org/WAI.

Any information presented on the web that is in anyway related to federal funding must follow these requirements. See our Web Standards at ADA Requirements for more information.

ADA Requirements – Web Standards

At a minimum, the following City of Madison guidelines must be met:

A. A text equivalent for every non-text element shall be provided (e.g., alt tags, descriptions for every image).

B. If possible, equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.

C. Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.

D. Documents shall be organized so they are readable without requiring an associated style sheet.

E. Redundant text links shall be provided for each active region of a server-side image map.

F. Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.

G. Row and column headers shall be identified for data tables.

H. A text-only page, with equivalent information or functionality, shall be provided to make a website comply with the provisions of this part, when compliance cannot be accomplished in
any other way. The content of the text-only page must be updated whenever the primary page changes.

I. When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assisted technology.

J. When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with the requirements for Software applications and operating systems listed above. See Links, Plug-ins, Readers for more information.

K. When electronic forms are to be filled out on-line, the form shall allow people using assisted technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

L. Underlined text is not allowed except to designate a link.

M. All links, buttons, navigational tools, or other “click-able” items should be able to be activated from the keyboard in addition to mouse controls. If this is not possible, then the same information needs to be available in another ADA compliant format as well.

You can check your site for compliance by going to:
http://validator.w3.org

You can also find more information on the subject of accessibility by going to:

**Portability**

From the City of Madison Web Policies, Standards, and Guidelines (full document can be found at:

**Portability – Web Policies**

Sites will be created to allow portability across the major browser platforms as defined in Portability in our Web Standards. They should have essentially the same functionality regardless of the browser being used.

**Portability – Web Standards**

Sites should be created to allow portability across the major browser platforms. As of May 2008 these include:

- Microsoft Internet Explorer 6 and 7 with 73.55% of market.
- Firefox 2 & 3 with 17.79% of market.
- Safari 3.x with 5.27% of market.
- Other with 3.39% of the market.

The top three comprise 96.61% of the market.


If a page or application will not be compatible with the platforms listed above, then the page needs to have a disclaimer stating what browser versions it is restricted to. For help on making your site cross-browser compatible see Portability in our Web Guidelines.
Portability – Web Guidelines
How do I Make My Site Cross-Browser Compatible?

To create a cross-browser compatible web site:
- Use only standard compliant code.
- Don't use browser specific (proprietary) HTML tags and features. These work only in the browser they were created for and may even break your page when viewed in another browser.
- Validate your HTML/XHTML coding using the W3C free validation service found at http://validator.w3.org/.
- Validate your cascading style sheets using the W3C free validation service found at http://jigsaw.w3.org/css-validator/.

Some have the "You can't please everyone" attitude. Yes, your site will look different in each browser because each one interprets the coding differently. The goal with cross-browser compatibility is to make your site viewable in the major browsers available and have the pages render correctly. One thing that will drive visitors away is a site that doesn't work in their chosen browser.

Security
From the City of Madison Web Policies, Standards, and Guidelines (full document can be found at: http://www.cityofmadison.com/is/pdf/WebPoliciesStandardsGuidelines.pdf)

Security – Web Standards
All software on any City of Madison websites or on any sites hosted by the City of Madison shall follow our security standards as outlined in our Web Standards.

Security
All software on any City of Madison websites or on any sites hosted by the City of Madison shall follow secure coding practices as outlined in “A Guide to Building Secure Web Applications and Services” by the Open Web Application Security Project. These include:
- Protecting database queries from SQL injections.
- Using SSL to protect secure transmissions of logins and secure data.
- Integrating any sites requiring authentication with Active Directory services.
- Documents should not contain information in the document headers, footers, or anyplace else that can disclose a login id. For example: a document footer with f:\users\isxyz\ should not be allowed.
- Document properties should not contain initials or the login id of the document author.
- Adherence to the City of Madison Network and Security Policies is required.

Since one of the requirements is the ability of the City's customers to access this software through the Internet, fully explain your software's ability to conform to the requirements for City of Madison websites.

3. Infrastructure/Network Requirements
This Section details the City of Madison Infrastructure Guidelines.

Background
The City of Madison Information Services has two Direction Statements that help to govern the acquisition of hardware and software for the City. They are:
- Acquire hardware and software, which rank among the leaders in the industry, as balanced by their compatibility with the City’s infrastructure, and by the resources needed for support.
- Implement application software which meets our customers’ needs, as balanced by their compatibility with the City’s infrastructure, and by the resources needed for support.

To this end the Network Support staff has defined a fairly narrow, mainstream set of hardware/software standards that are supported on the City network.

**Network Infrastructure**

The City uses Cisco hardware for all network infrastructure, with the exception of wireless point-to-point wireless bridges, which are provided by BridgeWave, Proxim and Airaya.

The primary network protocol used by the City is TCP/IP over Ethernet. Standard network speeds on the City network are 1Gb on the network backbone and 100Mb to all workstations on the LAN. WAN connections are primarily dedicated T1 lines. The City supports and maintains IEEE 802.11x secured wireless hotspots throughout the City of Madison and in most public conference rooms in city-owned facilities. Applications that may require the use of our “slower” network connections should be Citrix compatible. Contact the City’s Communications Support Team to verify what type connections the application may use.

The City has approximately 1,300 Cisco IP Phones. Most workstations are connected to the network via the 100Mb network switch in the IP Phone.

Lead-time for new network connections is 30 days minimum. New connections that require high-speed fiber optic cable may require significantly more lead-time. New wireless access points to the City network would also require significant more lead-time to ensure that the access is secure and to build the required infrastructure.

**Servers**

With the exception of a few application appliances, the City exclusively purchases rack mounted Dell PowerEdge servers for all Microsoft Windows based application, database and web servers. Currently Windows 2003 or 2008 Server is being installed on all new “Wintel” servers. Windows 2000, 2003 and 2008 Server platforms are supported on the network. This includes both 32 and 64 bit Windows OS Platforms. Dell DRAC (remote access cards) are installed in all servers in order to allow remote access on the local network and remote access via the Internet using VPN. Contact the City Network Administration Team to obtain the current standard hardware configuration for City Wintel servers. In most cases the City would prefer to purchase hardware directly from Dell rather than the software vendor. Requests for hardware should be given to the Network Administration Team at least 30 days prior to required delivery date in order to allow the team time to order and setup the server. Servers that have a delivery month of December or January will require a 60 day advance notice to the Network Administration Team due to the usual slow down during the Holidays at the Dell manufacturing plant.

A native Windows 2008 Active Directory domain is the primary directory service on the City network. Whenever possible, applications should be integrated with Active Directory for authentication. Microsoft SCCM is used to deploy application clients to the desktop. Microsoft SQL Server 2000, SQL Server 2003, SQL Server 2005 and SQL Server 2008 are supported as our primary backend DBMS, however other DBMS platforms would be allowed if support is provided by the vendor. If the City needs to purchase the required system software (OS, SQL, IIS, etc.), the required system configuration should be given to the Network Administration Team no later than 30 days in advance so that licenses can be ordered and system security can be reviewed.
Microsoft Exchange 2007 is the supported e-mail/messaging platform for the City of Madison. Any applications or systems that require e-mail connectivity or integration should interoperate with Microsoft Exchange 2007.

Applications, which require Unix, will be supported on any HPUX platform. The City currently supports several HPUX servers running HPUX 11.0 on the HP “rp” or “l” line of servers.

The City also supports IBM i-series servers (a.k.a. AS/400). These servers are primarily used to house Public Safety applications for Madison and 16 surrounding communities. Due to the mission critical function of these servers only Public Safety related applications would be considered for these servers.

The City currently maintains fifteen (15) VMWare ESX 4.X Host servers that will support as many as 20 Virtual Servers per host. The Network Administration team analyzes needs prior to purchasing a physical server to determine if the new Server can run in a virtualized environment.

The City uses Veritas Backup Software to perform backups on all servers except the AS/400’s.

**Desktop Workstations**

The City uses Dell PC’s and laptops exclusively for all desktops. Contact the City Help Desk to obtain the current model and configuration for City PC’s and laptops.

All new PC’s and laptops are being deployed with Windows XP Professional Edition, SP2.

The City uses the Microsoft suite of Office productivity applications, including Outlook & Exchange.

**Mobile Devices**

**Smart Phones** - City supports any smart phone that has the Windows or Android OS.

**Laptops / Tablets** – The City supports the complete Dell line of laptops and tablet PC’s with the Windows operating system. If the devices are designated for fieldwork, we recommend the Panasonic Toughbook line; since, they are ruggedized to withstand harsh environmental conditions.

**Network Connection Agreement**

All vendors that will need to connect to the City network, in order to update/maintain their software, will be required to sign the City’s Network Connection Agreement. The Network Administration Team should be notified, prior to the purchase of the system, of the need for a vendor to connect to the City network in order to setup the secure network access procedure.
Appendix A – Functional Requirements

Appendix A is an accompanying Excel spreadsheet. Complete and return that form along with your response. Proposers must return Appendix A as an Excel file.
**Appendix B – Cost Proposal**

Appendix B is an accompanying Excel spreadsheet. Complete and return that form along with your response. Proposers must return Appendix B as an Excel file.

General Instructions on Submitting Cost Proposals:

1. **Format** for Submitting Cost Proposals
   - The cost proposal must be sealed separately from the rest of the written proposal. Likewise, the cost portion must be submitted as separate electronic file.
   - Additionally, Proposers must complete the cost proposal in the Microsoft Excel template provided and submit as a uniquely named file separate from the rest of the electronic proposal.

2. **Fees.** Cost proposals shall be a combination of unit price and lump sum costs for an all inclusive, not-to-exceed, fixed fee to include but not be limited to: all necessary, direct, indirect, optional, travel, transportation, communication, reproduction, labor, overhead, profit, and other out-of-pocket expenses

3. **Fixed Price Period.** – All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for a minimum of 180 days starting on the due date for proposals. Additionally. All prices, costs, and conditions outlined in the proposal and accepted as part of the contract shall remain fixed and valid for the entire length of the contract and any/all renewals.

4. **Documentation and Assumptions.** If you believe a system/functional requirement provided by MWU is unclear, use the questions and answer process to gain clarification. Furthermore, document any assumptions for arriving at cost estimates. You are responsible for verifying the correctness of calculations in your cost proposal.

5. **Example of Cost Table**

   _Example Maintenance Cost Table from Appendix B_

<table>
<thead>
<tr>
<th>Time Period Category</th>
<th>Pre Go-Live</th>
<th>Post Go-Live</th>
<th>Total Five (5) Year Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Year 1</td>
<td>Year 2</td>
<td>Year 3</td>
</tr>
<tr>
<td>Software/Product Licenses</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Support and Maintenance</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Upgrade Costs</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>System Maintenance</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other Costs</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>
Explanation of Time

- **Pre Go-Live:** These are costs associated with the planning and implementation made in preparation of operating. Itemize all necessary materials, labor and services associated with each component of the AMI system.

Post Go-Live: These are costs associated with operating the system on an ongoing basis. MWU defines Year 1 as starting on the date in which the system is formally accepted by MWU as fully functional. Provide costs through the fifth year of operations.

Phased Implementation: Proposers shall clearly indicate if their entire system will not go live simultaneously. In this case, provide a schedule of when different modules will go live. Still classify costs are as either Pre- or Post- Go Live.

6. **Appendix B.** Complete Appendix B; Cost Summary sheets.

   - **Unit Price Cost.** Provide a unit price cost for items listed in the Cost Summary Sheets. Unit prices apply to the following items:
     - Meters
     - Encoded Registers
     - MIU’s
     - Installation of Meters, Encoded Registers, and MIU’s

   - **Lump Sum Cost.** Provide a lump sum cost for the following items listed in the Cost Summary Sheets:
     - AMI Infrastructure
     - Software and Project Licenses
     - Project Management
     - AMI Implementation
     - Customizations
     - Training
     - Support and Maintenance
     - Upgrade Costs
     - Other Costs

7. **Explanation of Categories**

   Each of the following is a component of the Cost Proposal. Proposers shall provide a numerical cost and narrative explanation for each in Appendix B: Cost Proposal. Provide as much detail as possible in your narrative responses.

   - **AMI Infrastructure** – List the costs of each AMI component required to implement your solution. Cost should include any additional or future hardware MWU will need to purchase as part of your system.

   - **Software/Product Licenses** – List separately the software/product and any similar licenses required and associated costs, whether ongoing or onetime. If any of the licenses are on a per user basis list the cost for adding additional users above the estimated 20.
o AMI Implementation—List the cost for implementing your system. Cost should include pilot testing, working with MWU and its Partnering Agencies, analyzing processes, planning, documenting the system, interfacing to existing or outside systems identified by MWU, and data conversion.

o Project Management – List the costs for time and resources used organizing, overseeing, and project communications for the project.

o Customizations – For any functional requirements that you respond ‘Ca – No, but Customized at Additional Cost’ provide the total the cost. These are the costs for the modifications and customizations, beyond basic configuration, that the Proposer can make to their system, at an additional cost, in order to fulfill City requirements. This line should foot to the total on the functional requirements worksheet.

o Training – Provide the total cost for training and detail the number of hours and rate for standard and additional training. List differences, if any, in the hours or rates for training different types of end-users (i.e. those that may only use one module of the system versus those “power” users that would learn each and every part of the system).

o Support and Maintenance – Present the cost of ongoing support and maintenance for your system. If you offer different levels of support, price the level of support that you recommend MWU purchase. Furthermore, provide detailed cost for all levels of support and maintenance you offer. Support and maintenance costs should start in Year 1, which is the first 365 days after the system is live and accepted by MWU. If you propose support and maintenance costs during the implementation phase explain why support and maintenance is necessary on a system that is not yet operating. MWU will only pay support and maintenance on the portions of the system that are satisfactorily functioning, accepted and put into use by MWU.

Proposers shall support all the software and licenses they are proposing. MWU’s price proposal requires Proposers to quote Support and Maintenance for a minimum of five (5) years. Proposers are encouraged to quote Support and Maintenance costs beyond year five, for as many years as they are willing to contract for.

o Upgrade Costs – If not included in Support and Maintenance provide the costs for future upgrades. If upgrades of your software are bundled with the support and maintenance indicate so in the Support and Maintenance section. The term “upgrade” is used generically here for any future improvement made to the system, major or minor. In your response be sure to define, in detail, your usage of the terms; upgrade, update, version, enhancement, patch, fix, etc., when describing costs and offerings. If you have different levels of support and maintenance – some that do not include upgrades and others that do, provide the costs for what you recommend MWU purchase, but provide details for all options as an additional narrative.

o Other Costs – Detail any and all other costs associated with your system. You must provide line-item detail and descriptions. Be specific in matching cost with specific activity.

8. Additional Cost Information

   o The Contractor shall indicate any additional work outside the scope of work identified in this RFP, that it believes is needed and the cost of such work.

9. Cost Considerations
MWU reserves the right to make an award without further discussion of the cost proposal submitted. Therefore, the cost proposal should be submitted on the most favorable terms the Proposer can offer. However, this does not limit MWU from negotiating with the selected Proposer.

Costs will be evaluated on both initial and ongoing costs. The financial evaluation will be based on the total (life cycle) cost of ownership for the system over a period of ten (10) or twenty (20) years. The costs used will be those provided in the Proposer's response to this RFP and as established by MWU for hardware/software and system operations.

Configuration Adjustment: MWU reserves the right to select and exclude any component for the acquisition regardless of the configuration proposed by the Proposer. As part of the evaluation process, MWU may find it necessary to add or delete components from the Proposer's proposal to make equivalent comparisons.

Standard City policy is to release payment upon 100% completion of contracts. Proposers requesting a different payment schedule must include it with the cost proposal for consideration. MWU reserves the right to reject or negotiate payment schedules but is generally tenable to detailed payment schedules based on specific milestones.

Final Contract Cost
A finalization of all components of the AMI system is expected as a part of final contract negotiation or through a Best and Final Offer (BFO) process. By this point the Proposer(s) remaining in the process will have met with MWU and demonstrated their product giving them the opportunity to obtain a complete understanding of all requirements.

10. Payment Schedule.
Proposers shall submit a proposed payment schedule for consideration. The payment schedule is subject to negotiation, and must be approved by MWU.

The payment schedule must show a retainal amount of not less than ten (10%) from each monthly payment requested on all deliverables or for each phase of the completed deliverable. The awarded Contractor will be allowed to include the total dollar amount retained in its final invoice.
Note: This form must be returned with your proposal response.

In signing this proposal, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this proposal, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Bid, and declares that the attached proposal and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposer shall provide the complete information requested below. Include the legal name of the Proposer and signature of the person(s) legally authorized to bind the Proposer to a contract.

**Local Preference:** (Refer to Section B, par. 5.7)
We are a registered local vendor
(Mark ONLY if currently registered on the City website) We intend to register as a local vendor

**Cooperative Purchasing:** (Refer to Section A, par. 19)
We agree to the cooperative purchasing provision
YES NO

### Proposal Invalid Without Signature

<table>
<thead>
<tr>
<th>SIGNATURE OF PROPOSER:</th>
<th>DATE:</th>
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<tbody>
<tr>
<td>NAME AND TITLE OF PROPOSER:</td>
<td>COMPANY NAME:</td>
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<td>TELEPHONE:</td>
<td>ADDRESS:</td>
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<td>FAX NO.:</td>
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### Person to Be Contacted If There Are Questions about Your Proposal
(if different from above)

<table>
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<tr>
<th>NAME:</th>
<th>TITLE:</th>
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<tbody>
<tr>
<td>TELEPHONE:</td>
<td>FAX NO.:</td>
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</table>
RFP FORM B

RECEIPT FORMS and SUBMITTAL CHECKLIST

The undersigned hereby acknowledges the receipt and/or submittal of the following forms:

<table>
<thead>
<tr>
<th>Request for Proposal (Initial all applicable forms)</th>
<th>Initial to acknowledge receipt of RFP Documents</th>
<th>Required Submittals Checklist</th>
<th>Initial all submitted documents</th>
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<tbody>
<tr>
<td>Section 1: General Background Information</td>
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<tr>
<td>Section 2: General Administrative RFP Information</td>
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<td>Section 3: Proposal Evaluation and Selection</td>
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<td>Section 4: Project Scope and Requirements</td>
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<td>Section 5: Instructions for Submitting Proposals</td>
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<tr>
<td>Section 6: Required Information and Content of Proposals</td>
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<tr>
<td>Attachment A: Sample Contract for Purchase of Services</td>
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<td>Attachment B: Sample Software Agreement</td>
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<tr>
<td>Attachment C: Standard Terms and Conditions</td>
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<tr>
<td>Attachment D: System Boundary and Facility Map</td>
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<td>Attachment E: Address file</td>
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<td>Addendum No. ___ Dated: ________</td>
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<td>Addendum No. ___ Dated: ________</td>
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**PROPOSAL SUBMITTALS**

<table>
<thead>
<tr>
<th>Chapter 1</th>
<th>RFP FORM A: Signature Affidavit</th>
<th>RFP FORM B: Receipt Forms and Submittal Checklist</th>
<th>RFP FORM C: Contractor Profile</th>
<th>RFP FORM D: Designation of Confidential and Proprietary Information</th>
<th>RFP FORM E: Interview Schedule Request</th>
<th>RFP FORM F: Intent to Respond</th>
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<tbody>
<tr>
<td>Chapter 2</td>
<td>Executive Summary</td>
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<td>Chapter 3</td>
<td>Qualifications, Experience and References</td>
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<td>Chapter 4</td>
<td>Contract Requirements</td>
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<td>Chapter 5</td>
<td>Contract Management Approach</td>
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<td>Chapter 6</td>
<td>Technical, Functional and Performance Overview of System Components</td>
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<td>Chapter 7</td>
<td>Required Diagrams</td>
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<tr>
<td>Chapter 8</td>
<td>Infrastructure Background</td>
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</table>

Appendix A  | Technical Questionnaire
Appendix B  | Cost Proposal– Sealed separate envelope
Appendix C-1 | AMI Projects
Appendix C-2 | AMI References
Appendix C-3 | Installation References

Company Name (print or type)  Proposer’s Name and title (print or type)
Date  Signature
RFP FORM C
CONTRACTOR PROFILE

1. Proposing Company Name: ____________________________________________________________

2. FEIN __________________________ OR (If Sole Proprietorship, provide SSN upon award, if FEIN is N/A)

DUNN AND BRADSTREET NO. __________________________________________________________

3. Form of Organization: [ ] Corporation [ ] Limited Liability Company [ ] General Partnership
[ ] Sole Proprietor [ ] Unincorporated Association [ ] Other: __________________________

4. Location of Main Office: _____________________________________________________________

ADDRESS _______________________ CITY ______________ STATE ______________ ZIP+4

5. a. Location of Office servicing City of Madison account:

ADDRESS _______________________ CITY ______________ STATE ______________ ZIP+4

6. Principal Information and Contact:

NAME __________________________ TITLE __________________________

TEL __________________________ TOLL FREE TEL __________________________

FAX __________________________ E-MAIL __________________________

7. b. Contact Person about your proposal if different from above:

NAME __________________________ TITLE __________________________

TEL __________________________ TOLL FREE TEL __________________________

FAX __________________________ E-MAIL __________________________

8. Orders and Billing Contacts and Mailing Address:

NAME __________________________ TITLE __________________________

TEL __________________________ TOLL FREE TEL __________________________

FAX __________________________ E-MAIL ADDRESS __________________________

ADDRESS _______________________ CITY ______________ STATE ______________ ZIP+4

9. Affirmative Action Contact:

The successful Contractor, who employs more than 15 employees and whose aggregate annual business with the City for the calendar year in which the contract takes effect is more than twenty-five thousand dollars ($25,000), will be required to comply with the City of Madison Affirmative Action Ordinance, Section 3.58(8) within thirty (30) days of award of contract.

NAME __________________________ TITLE __________________________

TEL __________________________ TOLL FREE TEL __________________________

FAX __________________________ E-MAIL __________________________

ADDRESS _______________________ CITY ______________ STATE ______________ ZIP+4

10. Local Preference Status:

The City of Madison has adopted a local preference purchasing policy granting a one percent request for bid or a 5 percent request for proposal scoring preference to Dane County based suppliers. Only suppliers registered prior to the bid’s due date will receive the preference. Proposers seeking to obtain local preference are required to register on the City of Madison online registration website: http://www.cityofmadison.com/business/localPurchasing/index.cfm

We are a registered local vendor
(Mark ONLY if currently registered on the City website) □ We intend to register as a local vendor □
RFP FORM D
DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The material submitted in response to this solicitation documentation includes proprietary and confidential information which qualifies as a trade secret, as provided in Section 19.36(5), Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this proposal response be treated as confidential material and not be released without our written approval. We request that the following pages not be released:

<table>
<thead>
<tr>
<th>Section</th>
<th>Page No.</th>
<th>Topic</th>
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This does not apply to proposal prices. Prices are always open. Other information usually cannot be kept confidential unless it is a trade secret. Trade secret is defined in s.134.90(1)(c), Wis. Stats. as follows: “Trade secret” means information, including a formula, pattern, compilation, program, device, method, technique, or process to which all the following apply: 1) The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and 2) The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

Failure to include this form in the proposal response may mean that all information provided as part of the proposal response will be open to examination and copying. Other markings of confidential in the proposal document will be considered to be insufficient.

The undersigned agrees to hold the City harmless for any damages arising out of the release of any material unless they are specifically identified above. In the event the designation of confidentiality of this information is challenged, the undersigned also agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality.

Authorized Representative Signature__________________________________________

Authorized Representative Name______________________________________________

Title______________________________________________________________________

Company Name________________________________________________________________

Date______________________________________________________________________
RFP FORM E
DEMONSTRATION / INTERVIEW SCHEDULE
RFP FORM F: NOTICE OF INTENT TO RESPOND

Note: This form must be returned with your bid response.

Please complete and then return this form via email:

No later than: Day, Date, 5:00 PM CST
To: Monette McGuire, City of Madison Purchasing
Email: mmcguire@cityofmadison.com
Fax no. (608) 267-4969

Company Name: ____________________________

Contact Name: ____________________________

Contact Title: ____________________________

Address: __________________________________

Contact Telephone: __________________________

Contact Email: ____________________________

Switchboard Telephone: _______________________

Fax: _______________________________________

Mark one of the following:

[ ] We do plan to respond and submit a proposal

[ ] We do not plan to respond to this RFP

Reason, if no: __________________________________

_____________________________________________
ATTACHMENT A-1: SAMPLE - CONTRACT FOR PURCHASE OF SERVICES

Contract For Purchase of Services
between the City of Madison and Full Contractor Name

1. PARTIES.
This is a contract between the City of Madison, Wisconsin, hereafter referred to as the “City” and _____hereafter referred to as “Contractor.”

   The Contractor is:  ☐ Corporation  ☐ Limited Liability Company  ☐ General Partnership  ☐ LLP
   (to be completed by contractor)  ☐ Sole Proprietor  ☐ Unincorporated Association  ☐ Other: _____

2. PURPOSE.
The purpose of this contract is as set forth in Section 3.

3. SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.
Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):
(Attach and label documents as necessary.)

4. TERM AND EFFECTIVE DATE.
This contract shall become effective upon execution by the Mayor, (or the Purchasing Agent, if authorized) on behalf of the City of Madison, unless another effective date is specified in the Attachment(s) incorporated in Section 3, however in no case shall work commence before execution by the City of Madison. The term of this contract shall be insert dates or reference attachments as needed.

5. ENTIRE AGREEMENT.
The entire agreement of the parties is contained herein and this contract supersedes any and all oral contracts and negotiations between the parties.

6. ASSIGNABILITY/SUBCONTRACTING.
Contractor shall not assign or subcontract any interest or obligation under this contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

7. DESIGNATED REPRESENTATIVE.
A. Contractor designates _____ as Contract Agent with primary responsibility for the performance of this contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 15, Notices.
B. In the event of the death, disability, removal or resignation of the person designated above as the contract agent, the City may accept another person as the contract agent or may terminate this agreement under Section 25, at its option.

8. PROSECUTION AND PROGRESS.
A. Services under this agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
B. The Contractor shall complete the services under this agreement within the time for completion specified in Section 3, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 24 of this agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.
E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. AMENDMENT.
This contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this contract.

10. EXTRA SERVICES.
The City may require the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 24. Extra services or decreased services means services which are not different in kind or nature from the services called
for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total contract price, as set forth in Section 23, unless the contract is amended as provided in Section 9 above.

11. NO WAIVER.
No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. NON-DISCRIMINATION.
In the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, or national origin.

13. AFFIRMATIVE ACTION.
A. The following language applies to all contractors employing fifteen (15) or more employees: (MGO 3.58(9)(c).)

The Contractor agrees that, within thirty (30) days after the effective date of this contract, Contractor will provide to the City of Madison Department of Civil Rights (the "Department"), certain workforce utilization statistics, using a form provided by the City.

If the contract is still in effect, or if the City enters into a new agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines. The Contractor agrees to interview and consider candidates referred by the Department if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from Sec. 13. A., at the time the Request for Exemption in 13.B. is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:
The “ARTICLES OF AGREEMENT” beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:

<table>
<thead>
<tr>
<th>NUMBER OF EMPLOYEES</th>
<th>LESS THAN $25,000 Aggregate Annual Business with the City*</th>
<th>$25,000 OR MORE Aggregate Annual Business with the City*</th>
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</thead>
<tbody>
<tr>
<td>14 or less</td>
<td>Exempt**</td>
<td>Exempt**</td>
</tr>
<tr>
<td>15 or more</td>
<td>Exempt**</td>
<td>Not Exempt</td>
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</tbody>
</table>

*As determined by the City Comptroller

**As determined by the Department of Civil Rights

REQUEST FOR EXEMPTION: (MGO 3.58(9)(a)2.) Contractors who believe they are Exempt from the Articles of Agreement according to the table above, shall submit a Request for Exemption on a form provided by the Department of Civil Rights ("Department"), within thirty (30) days of the effective date of this Contract. The Department makes the final determination as to whether a contractor is exempt from the Articles of Agreement. In the event the Contractor is not exempt, the Articles of Agreement shall apply. CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO THE ARTICLES OF AGREEMENT UPON REACHING $25,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.

RELEASE OF PAYMENT: (MGO 3.58(9)(e)1.b.) Within thirty (30) days from the effective date of this contract, and prior to release of payment by the city, all non-exempt contractors are required to have on file with the Department, an Affirmative Action plan meeting the requirements of Article IV below. Additionally, contractors that are exempt from the Articles of Agreement under Table 13-B, must have a Request for Exemption form on-file with the Department, prior to release of payment by the City.
ARTICLES OF AGREEMENT

ARTICLE I

The Contractor shall take affirmative action in accordance with the provisions of this contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

ARTICLE II

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex or national origin.

ARTICLE III

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor's equal employment opportunity and affirmative action commitments. Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison including the contract compliance requirements. The Contractor warrants and certifies that, of the following two paragraphs, paragraph A or B is true (check one):

☐ A. It has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.

☐ B. Within thirty (30) days after the effective date of this contract, it will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this contract, it will complete a model affirmative action plan approved by the Madison Common Council.

ARTICLE V

(This Article applies only to public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison, including the contract compliance requirements. The Contractor agrees to submit the model affirmative action plan for public works Contractors in a form approved by the Director of Affirmative Action.

ARTICLE VI

The Contractor will maintain records as required by Section 3.58(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 3.58(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this contract or Sections 3.23 and 3.58 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

A. Cancel, terminate or suspend this contract in whole or in part.

B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.

C. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or five thousand dollars ($5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

The Contractor shall include the above provisions of this contract in every subcontract so that such provisions will be binding upon each subcontractor. The Contractor shall take such action with respect to any subcontractor as necessary to enforce such provisions, including sanctions provided for noncompliance.

ARTICLE IX
The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

14. SEVERABILITY.
It is mutually agreed that in case any provision of this contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this contract remain in full force and effect.

15. NOTICES.
All notices to be given under the terms of this contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

__________________________
(Department or Division Head)

__________________________

FOR THE CONTRACTOR:

__________________________

__________________________

16. STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.
It is agreed that Contractor is an independent Contractor and not an employee of the City, and that any persons who the Contractor utilizes and provides for services under this contract are employees of the Contractor and are not employees of the City of Madison.

Contractor shall provide its taxpayer identification number (or social security number) to the City Comptroller, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703, prior to payment. The Contractor is informed that as an independent Contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this contract.

17. GOODWILL.
Any and all goodwill arising out of this contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

18. THIRD PARTY RIGHTS.
This contract is intended to be solely between the parties hereto. No part of this contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

19. AUDIT AND RETAINING OF DOCUMENTS.
The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City’s written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this contract, in order to be available for audit by the City or its designee.

20. CHOICE OF LAW AND FORUM SELECTION.
This contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.
21. **COMPLIANCE WITH APPLICABLE LAWS.**
The Contractor shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees.

22. **CONFLICT OF INTEREST.**
   A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this agreement.
   B. The Contractor shall not employ or contract with any person currently employed by the City for any services included under the provisions of this agreement.

23. **COMPENSATION.**
   It is expressly understood and agreed that in no event will the total compensation for services under this contract exceed $.

24. **BASIS FOR PAYMENT.**
   A. **GENERAL**
      (1) The City will pay the Contractor for the completed and accepted services rendered under this contract on the basis and at the contract price set forth in Section 23 of this contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.
      (2) The Contractor shall submit invoices, on the form or format approved by the City, specified in the Scope of Services, Section 3 of this contract. The City will pay the Contractor in accordance with the schedule set forth in the Scope of Services. The final invoice shall be submitted to the City within three months of completion of services under this agreement.
      (3) Should this agreement contain more than one service, a separate invoice and a separate final statement shall be submitted for each individual service.
      (4) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.
      (5) Final payment of any balance due the Contractor will be made upon acceptance by the City of the services under the agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this agreement.
      (6) The City has the equitable right to set off against any sum due and payable to the Contractor under this agreement, any amount the City determines the Contractor owes the City, whether arising under this agreement or under any other agreement or otherwise.
      (7) Compensation in excess of the total contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.
      (8) The City will not compensate for unsatisfactory performance by the Contractor.
   
   B. **SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.**
      (1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 15, NOTICES.
      (2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this agreement, including any amendments under Section 9 of this agreement.
      (3) If in the Contractor's opinion the order for extra services would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 15 of this agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.
      (4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

25. **DEFAULT/TERMINATION.**
   A. In the event Contractor shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of ten (10) days after written notice thereof to Contractor, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Contractor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this contract and all rights of Contractor under this contract.
   B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this agreement at any time by furnishing the Contractor with ten (10) days' written notice of termination. In the event of termination under this subsection, the City will pay for all work completed by the Contractor and accepted by the City.

26. **INDEMNIFICATION.**
   The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and/or Subcontractor's
acts or omissions in the performance of this agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents, or its employees.

27. **INSURANCE.**

The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated:

**Commercial General Liability**
Covering as insured the Contractor and naming the City as an additional insured, with no less than the following limits of liability: Bodily injury, death and property damage of $1,000,000 in the aggregate. This policy shall also be endorsed for contractual liability in the same amount. The subcontractor shall maintain a similar policy covering as insured each subcontractor.

**Automobile Liability**
Covering as insured the Contractor and naming the City as an additional insured, with no less than the following limits of liability: $1,000,000 combined single limits for bodily injury, and property damage. Subcontractors shall maintain a similar policy covering as insured each subcontractor.

**Worker's Compensation**
Securing compensation for the benefit of the employees of the Contractor and the employees of each subcontractor, as required by Wisconsin Worker's Compensation Law.

**Professional Liability**
The Contractor shall maintain professional liability insurance with coverage of not less than $1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

As evidence of the above listed coverages, a Certificate of Insurance, a copy of the policy showing the relevant endorsement(s), and a cover letter identifying this Contract shall be forwarded to the City Comptroller, Attention: Risk Manager, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703-3345, prior to the beginning of work under this contract.

28. **OWNERSHIP OF CONTRACT PRODUCT.**

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

29. **LIVING WAGE (Applicable to contracts exceeding $5,000).**

Unless exempt by MGO 4.20, the Contractor agrees to pay all employees employed by the Contractor in the performance of this contract, whether on a full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances.

30. **AUTHORITY.**

Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.
IN WITNESS WHEREOF, the parties hereto have set their hands at Madison, Wisconsin.

CONTRACTOR

(Type or Print Name of Contracting Entity)

(Witness)

Date: ______________________________________

By: ______________________________________

(Signature)

(Print Name and Title of Person Signing)

Date: ______________________________________

CITY OF MADISON, WISCONSIN
a municipal corporation

By: ______________________________________

David J. Cieslewicz, Mayor

Date: ______________________________________

Approved:

Dean Brasser, City Comptroller

Date: ______________________________________

By: ______________________________________

Maribeth Witzel-Behl, City Clerk

Date: ______________________________________

Approved as to Form:

Eric T. Veum, Risk Manager

Date: ______________________________________

Michael P. May, City Attorney

Date: ______________________________________

NOTE: Certain service contracts may be executed by the Purchasing Agent on behalf of the City of Madison:

By: ______________________________________

Randy A. Whitehead, Accountant 4
Designee of Comptroller

Date

Please note: MGO 4.26(3) and (5) authorize the Comptroller or designee to sign contracts for purchase or services.
ATTACHMENT B: SAMPLE – ADDENDUM TO SOFTWARE LICENSE AGREEMENT

ADDENDUM

to the software license agreement (“License Agreement” or “contract”)
between the City of Madison (“City”) and Full Contractor Name, (“Contractor”).

City Of Madison required contract clauses – Software License (License only – no services).

1. NONDISCRIMINATION.
In the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, or national origin.

2. AFFIRMATIVE ACTION.
A. The following language applies to all contractors employing fifteen (15) or more employees:
(MGO 39.02(9)(c).)

The Contractor agrees that, within thirty (30) days after the effective date of this contract, Contractor will provide to the City of Madison Department of Civil Rights (the “Department”), certain workforce utilization statistics, using a form provided by the City.

If the contract is still in effect, or if the City enters into a new agreement with the Contractor, within one year after the date on which the form was required to be provided, the Contractor will provide updated workforce information using a second form, also to be furnished by the City. The second form will be submitted to the Department no later than one year after the date on which the first form was required to be provided.

The Contractor further agrees that, for at least twelve (12) months after the effective date of this contract, it will notify the Department of each of its job openings at facilities in Dane County for which applicants not already employees of the Contractor are to be considered. The notice will include a job description, classification, qualifications, and application procedures and deadlines. The Contractor agrees to interview and consider candidates referred by the Department if the candidate meets the minimum qualification standards established by the Contractor, and if the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice.

The Department will determine if a contractor is exempt from Sec. 2. A., at the time the Request for Exemption in 2.B. is made.

B. Articles of Agreement, Request for Exemption, and Release of Payment:

The “ARTICLES OF AGREEMENT” beginning on the following page, apply to all contractors, unless determined to be exempt under the following table and procedures:
NUMBER OF EMPLOYEES  | LESS THAN $25,000 | $25,000 OR MORE
---|---|---
14 or less | Exempt** | Exempt**
15 or more | Exempt** | Not Exempt

*As determined by the City Comptroller  ** As determined by the Department of Civil Rights

**REQUEST FOR EXEMPTION:** (MGO 39.02(9)(a)2.) Contractors who believe they are Exempt from the Articles of Agreement according to the table above, shall submit a Request for Exemption on a form provided by the Department of Civil Rights (“Department”), within thirty (30) days of the effective date of this Contract. The Department makes the final determination as to whether a contractor is exempt from the Articles of Agreement. In the event the Contractor is not exempt, the Articles of Agreement shall apply. CONTRACTORS WITH 15 OR MORE EMPLOYEES WILL LOSE THIS EXEMPTION AND BECOME SUBJECT TO THE ARTICLES OF AGREEMENT UPON REACHING $25,000 OR MORE ANNUAL AGGREGATE BUSINESS WITH THE CITY WITHIN THE CALENDAR YEAR.

**RELEASE OF PAYMENT:** (MGO 39.02(9)(e)1.b.) Within thirty (30) days from the effective date of this contract, and prior to release of payment by the city, all non-exempt contractors are required to have on file with the Department, an Affirmative Action plan meeting the requirements of Article IV below. Additionally, contractors that are exempt from the Articles of Agreement under the Table shown above must have a Request for Exemption form on-file with the Department, prior to release of payment by the City.

**ARTICLES OF AGREEMENT**

**ARTICLE I**

The Contractor shall take affirmative action in accordance with the provisions of this contract to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, age, marital status, disability, sex or national origin and that the employer shall provide harassment-free work environment for the realization of the potential of each employee. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship insofar as it is within the control of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants notices to be provided by the City setting out the provisions of the nondiscrimination clauses in this contract.

**ARTICLE II**

The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractors state that all qualified or qualifiable applicants will be employed without regard to race, religion, color, age, marital status, disability, sex or national origin.

**ARTICLE III**

The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the City advising the labor union or workers representative of the Contractor’s equal employment opportunity and affirmative action commitments.
Such notices shall be posted in conspicuous places available to employees and applicants for employment.

ARTICLE IV

(This Article applies to non-public works contracts.)

The Contractor agrees that it will comply with all provisions of the Affirmative Action Ordinance of the City of Madison including the contract compliance requirements. The Contractor warrants and certifies that, of the following two paragraphs, paragraph A or B is true (check one):

☐ A. It has prepared and has on file an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR part 60-2, as established by 43 FR 51400 November 3, 1978, including appendices required by City of Madison ordinances or it has prepared and has on file a model affirmative action plan approved by the Madison Common Council.

☐ B. Within thirty (30) days after the effective date of this contract, it will complete an affirmative action plan that meets the format requirements of Federal Revised Order No. 4, 41 CFR Part 60-2, as established by 43 FR 51400, November 3, 1978, including appendices required by City of Madison ordinance or within thirty (30) days after the effective date of this contract, it will complete a model affirmative action plan approved by the Madison Common Council.

ARTICLE V

(This Article applies only to public works contracts.)

ARTICLE VI

The Contractor will maintain records as required by Section 39.02(9)(f) of the Madison General Ordinances and will provide the City's Department of Affirmative Action with access to such records and to persons who have relevant and necessary information, as provided in Section 39.02(9)(f). The City agrees to keep all such records confidential, except to the extent that public inspection is required by law.

ARTICLE VII

In the event of the Contractor's or subcontractor's failure to comply with the Equal Employment Opportunity and Affirmative Action provisions of this contract or Sections 39.03 and 39.02 of the Madison General Ordinances, it is agreed that the City at its option may do any or all of the following:

A. Cancel, terminate or suspend this contract in whole or in part.

B. Declare the Contractor ineligible for further City contracts until the Affirmative Action requirements are met.

C. Recover on behalf of the City from the prime Contractor 0.5 percent of the contract award price for each week that such party fails or refuses to comply, in the nature of liquidated damages, but not to exceed a total of five percent (5%) of the contract price, or five thousand dollars ($5,000), whichever is less. Under public works contracts, if a subcontractor is in noncompliance, the City
may recover liquidated damages from the prime Contractor in the manner described above. The preceding sentence shall not be construed to prohibit a prime Contractor from recovering the amount of such damage from the noncomplying subcontractor.

ARTICLE VIII

(This Article applies to public works contracts only.)

ARTICLE IX

The Contractor shall allow the maximum feasible opportunity to small business enterprises to compete for any subcontracts entered into pursuant to this contract. (In federally funded contracts the terms "DBE, MBE, and WBE" shall be substituted for the term "small business" in this Article.)

3. INDEMNIFICATION. The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the Contractor's and Subcontractor's acts or omissions in the performance of this agreement, whether caused by or contributed to by the negligence of the City, its officers, officials, agents or employees.

4. INSURANCE. The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated: The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

Commercial General Liability
The Contractor shall procure and maintain during the life of this contract, Commercial General Liability insurance including, but not limited to, bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than $1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor's coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds.

Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

Acceptability of Insurers
The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A-(A minus) and a Financial Category rating of no less than VII.

Proof of Insurance, Approval. The Contractor shall provide to the City certificate(s) of insurance to showing the type, amount, class of operations covered, effective dates and dates of expiration of policies for approval by the City Risk Manager, prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative at the time of signing the
contract, or sooner. The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.

The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Agreement.

5. **DEFAULT/TERMINATION.**

If the license agreement to which this Addendum is attached includes a provision governing termination for cause/breach by either party, the provisions of the license agreement shall control. If the license agreement does not include such a provision, or only addresses termination for breach by the City, paragraph A. below shall control:

A. In the event either party shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of thirty (30) days after written notice thereof, the non-defaulting party may, at its option and in addition to all other rights and remedies which it may have at law or in equity against the defaulting party, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this contract and all rights of the defaulting party under this contract.

B. Notwithstanding paragraph A., above, the City may in its sole discretion and without any reason terminate this contract at any time by furnishing the Contractor with ten (10) days' written notice of termination. In the event of termination under this subsection, the City understands that the license(s) granted to the City under the license agreement may be terminated according to the language of the license agreement.

6. **AUDIT AND RETAINING OF DOCUMENTS.**

The Contractor agrees to provide all reports related to Contractor’s performance of this contract requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other such reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this contract, in order to be available for audit by the City or its designee.

7. **STATUS OF CONTRACTOR/INDEPENDENT.**

It is agreed that Contractor is an independent Contractor and not an employee of the City, and that any persons who the Contractor utilizes and provides for services under this contract are employees of the Contractor and are not employees of the City of Madison.

Contractor shall provide its taxpayer identification number to the City Comptroller, 210 Martin Luther King Jr. Blvd, Room 406, Madison, WI 53703, prior to payment. The Contractor is informed that as an independent Contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this contract.
8. **CONFLICT OF INTEREST.**
   A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this agreement.
   B. The Contractor shall not employ or contract with any person currently employed by the City for any services included under the provisions of this agreement.

9. **COMPLIANCE WITH APPLICABLE LAWS.**
The Contractor shall become familiar with, and shall at all times comply with and observe all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of the Contractor and its agents and employees in the performance of this Agreement.

10. **CHOICE OF LAW AND FORUM SELECTION.**
This contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

11. **NO WAIVER.**
No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. **NOTICES.**
All notices to be given under the terms of this contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

   **FOR THE CITY:**

   (Department or Division Head)

   

   **FOR THE CONTRACTOR:**

   

   

   

   

13. **AUTHORITY.**
Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor’s behalf.

14. **CONTRACT INTERPRETATION.**
This Addendum is intended to be construed together with the License Agreement to which it is attached and harmonized to the extent possible. In the event of a conflict in terms between the License Agreement and this Addendum, this Addendum shall control.
Attachment C
CITY OF MADISON

Standard Terms and Conditions
This document is intended to indicate the minimum requirements for the submission of bids.

1. General. Throughout this document, “City of Madison,” “City” and “Purchasing” shall be synonymous and mean the City of Madison. The words “bid” and “proposal” are synonymous, as are the words “bidder,” “proposer” and “contractor.” The phrases “request for proposal,” “invitation for bids,” “request,” “invitation,” and “solicitation” shall also be synonymous.

As applied to the winning or selected bidder, the words “bid,” “proposal,” and “contract” are synonymous. If the City accepts a bid or proposal, the bid or proposal together with the City’s entire Request for Proposals or Invitation for Bids and any other terms and conditions expressly agreed between the parties in writing, shall constitute a contract and will be the Entire Agreement, as described in paragraph 2 (“Entire Agreement”). In the event of any conflict between this Section A and any other terms and conditions included in the accepted bid or proposal, the terms of Section A shall control unless the parties expressly agree to another order of precedence, in writing. Finally, if a separate written contract is executed between the parties as a result of this solicitation, the terms and conditions of that contract shall control.

This invitation for bids does not commit the City to award a contract, pay any costs incurred in preparation of bids, or to procure or contract for services or equipment. The City may require the bidder to participate in negotiation and to submit such additional price or technical or other revisions to his or her bids as may result from negotiation. The bidder shall be responsible for all costs incurred as part of his or her participation in the pre-award process.

The City reserves the right to accept or reject any or all bids submitted, in whole or in part, and to waive any informalities or technicalities which at the City’s discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any offeror responding to this request. The City expressly reserves the right to reject any and all bids responding to this invitation without indicating any reasons for such rejections(s).

The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

2. Entire Agreement. These standard terms and conditions shall apply to any contract or order as a result of this Request for Bid/Proposal except where special requirements are stated elsewhere in the Request, in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any documents, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the City.

3. Addenda. Changes affecting the specifications will be made by addenda. Changes may include, or result in, a postponement in the bid due date. Bidders are required to complete the Bidder Response Sheet, acknowledging receipt of all parts of the bid, including all addenda.

4. Price Proposal. All bidders are required to identify the proposed manufacturer and model, and to indicate the proposed delivery time on the attached Proposal Form. Failure to do so may cause the bid to be considered not responsive. If desired, the bidder may include product literature and specifications. The price quoted will remain firm throughout each contract period. Any price increase proposed shall be submitted sixty (60) calendar days prior subsequent contract periods and shall be limited to fully documented cost increases to the bidder which are demonstrated to be industry-wide.

5. Price Inclusion. The price quoted in any bid shall include all items of labor, materials, tools, equipment, and other costs necessary to fully complete the furnishing and delivery of equipment or services pursuant to the specifications attached thereof. Any items omitted from the specifications which are clearly necessary for the completion of the project shall be considered a portion of the specifications although not directly specified or called for in these specifications.

6. Pricing and Discount. a. Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea., etc.) as stated on the bid/proposal or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price. If an apparent mistake exits in the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.

b. In determination of award, discounts for early payment will only be considered when all other conditions are equal. Early payment is defined as payment within fifteen (15) days providing the discount terms are deemed favorable. All payment terms must allow the option of Net 30.

7. F.O.B. Destination Freight Prepaid. Bid prices must include all handling, transportation and insurance charges. Failure to bid FOB Destination Freight Prepaid may disqualify your bid.

8. Tax Exemption. The City of Madison is exempt from the payment of Federal Excise Tax and State Sales Tax. The City Tax Exempt number is ES 42916. Any other sales tax, use tax, imposts, revenues, excise, or other taxes which are now, or which may hereafter be imposed by Congress, the State of Wisconsin, or any other political subdivision thereof and applicable to the sale of material delivered as a result of the bidder’s bid and which, by terms of the tax law, may be passed directly to the City, will be paid by the City.

9. Specifications. a. All bidders must be in compliance with all specifications and any drawings provided with this solicitation. Exceptions taken to these specifications must be noted on your bid.

b. When specific manufacturer and model numbers are used, they are to establish a design, type, construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and the bidder/proposer is responsible for providing sufficient information to establish equivalency. The City shall be the sole judge of equivalency. Bidders are cautioned to avoid bidding alternates which do not meet specifications, which may result in rejection of their bid/proposal.
10. Regulatory Compliance.
   a. Seller represents and warrants that the goods or services furnished hereunder, including all labels, packages, and container for said goods, comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act (OSHA), as amended, with respect to design, manufacture or use for their intended purpose of said goods or services. Seller shall furnish Material Safety Data Sheets (MSDS) whenever applicable.
   b. If it is determined by the City that such standards are not met, the seller agrees to bear all costs required to meet the minimum standards as stated above for the equipment/products furnished under this contract.

11. Warranty. Unless otherwise specifically stated by the bidder, products shall be warranted against defects by the bidder for ninety (90) days from the date of receipt. If bidder or manufacturer offers warranty that exceeds 90 days, such warranty shall prevail.

12. Ownership of Printing Materials. All artwork, camera-ready copy, negative, dies, photos and similar materials used to produce a printing job shall become the property of the City. Any furnished materials shall remain the property of the City. Failure to meet this requirement will disqualify your bid.

13. Award.
   a. The City will have sole discretion as to the methodology used in making the award. Where none is specified, the award will be made to the lowest responsible bidder in compliance with the specifications and requirements of this solicitation.
   b. The right is reserved to make a separate award of each item, group of items or all items, and to make an award in whole or in part, whichever is deemed in the best interest of the City.

14. Responsiveness and Responsibility. Award will be made to the responsible and responsive bidder whose bid is most advantageous to the City with price and other factors considered. For the purposes of this project, responsiveness is defined as the bidder’s conformance to the requirements of the solicitation. Being not responsive includes the failure to furnish information requested.

Responsibility is defined as the bidder’s potential ability to perform successfully under the terms of the proposed contract. Briefly, a responsible bidder has adequate financial resources or the ability to obtain said resources; can comply with required delivery taking into account other business commitments; has a satisfactory performance record; has a satisfactory record of integrity and business ethics; and has the necessary organization, experience and technical skills.

The City reserves the right to refuse to accept any bid from any person, firm or corporation that is in arrears or is in default to the City, or has failed to perform faithfully any previous contract with the City. If requested, the bidder must present within five (5) working days evidence satisfactory to the City of performance ability and possession of necessary facilities, financial resources, adequate insurance, and any other resources required to determine the bidder’s ability to comply with the terms of this solicitation document.

15. Cancellation.
   a. The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.
   b. In the event the Bidder shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue unremedied for a period of ten (10) days after written notice to the Bidder, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Agreement and all rights of the Bidder under the Agreement.
   c. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for contract termination. If the Bidder fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel and terminate the contract without notice.

16. Item Return Policy. Bidder will be required to accept return of products ordered in error for up to twenty-one (21) calendar days from date of receipt, with the City paying only the return shipping costs. Indicate in detail on the Bidder Response Sheet, your return policy.

17. Payment Terms and Invoicing. The City will pay properly submitted vendor invoices within thirty (30) days of receipt, providing good and/or services have been delivered, installed (if required), and accepted as specified.
   a. Payment shall be considered timely if the payment is mailed, delivered, or transferred within thirty (30) days after receipt of a properly completed invoice, unless the vendor is notified in writing by the agency of a dispute before payment is due.
   b. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order, including reference to purchase order and submittal to the correct address for processing. Invoice payment processing address is shown on the upper middle section of the purchase order. Send invoices to Accounts Payable address on the purchase order. Do not send invoices to Purchasing or ship to address.
   c. Bidders, proposers shall include discounts for early payment as a percent reduction of invoice. Invoice discounts shall be determined where applicable, from the date of acceptance of goods and/or the receipt of invoice, whichever is later. Discounts for early payment terms stated on the bid/proposal must be shown plainly on the invoice; discounts for early payment not shown on the invoice will be taken.
   d. Invoices submitted not in accordance with these instructions will be removed from the payment process and returned within ten (10) days.

18. Affirmative Action. If the Contractor employs 15 or more employees and has aggregate annual business with the City for the calendar year in which the contract takes effect of $25,000 or more, the contractor will be required to file, within thirty (30) days of execution of the contract, a Model Affirmative Action Plan that is designed to insure that the contractor provides equal employment opportunity to all and takes affirmative action in its utilization of job applicants and employees who are women, minorities or persons with disabilities. [Madison General Ordinances, Sec. 39.02(9)]. The Model Affirmative Action Plan, Request for Exemption form, Workforce Utilization Statistics Report, and instructions are available at: http://www.cityofmadison.com/der/aaForms.cfm or by contacting the City of Madison Department of Civil Rights (DCR) at (608) 266-4910. If the contractor employees 15 or more employees but does not have annual aggregate business with the city of $25,000 or more, contractor must submit certain workforce utilization statistics on a form provided by DCR, and for at least twelve (12) months after the effective date of this purchase, Contractor must notify the DCR of all job openings in Dane County open to applicants not already employees of the Contractor. The notice must include job description, classification, qualifications, application procedures, and deadlines. The Contractor agrees to interview and consider candidates referred by DCR if the candidate meets minimum qualification standards established by Contractor, and the referral is timely. A referral is timely if it is received by the Contractor on or before the date stated in the notice. Further, the Contractor shall allow maximum feasible opportunity to small
business enterprises to compete for any subcontracts entered into pursuant to this contract.

19. **Non-Discrimination.** The Seller agrees not to discriminate against any employee, or applicant who because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs, student status. Contractor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, aged, disability, sex or national origin.

Contractor is further notified that, in the event that additional protected classifications are added to Section 39.02(9)(b) of the Madison General Ordinances prior to commencement of work under this proposal, the amended ordinance shall apply to the Contractor.

20. **Living Wage.** (Applicable to Service Contracts Exceeding $5,000.) The bidder agrees to pay all employees employed in the performance of this contract, whether on full-time or part-time basis, a base wage of not less than the City minimum hourly wage as required by Section 4.20, Madison General Ordinances. Additional information is available on our website: [www.ci.madison.wi.us/comp/livewage/lw-index.htm](http://www.ci.madison.wi.us/comp/livewage/lw-index.htm)

21. **Prevailing Wage Rate.** When skilled labor is required for any service project, the Contractor warrants that the current minimum rate of wage scale established by the Common Council, under provisions of Section 23.01 of the City Ordinances, be paid to all trades and occupations. Wage scale is on file with the Clerk of the City of Madison. Additional information is available on our website: [www.ci.madison.wi.us/purch.html](http://www.ci.madison.wi.us/purch.html)

22. **Indemnification.** The Contractor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents, and employees against all loss or expense (including liability costs and attorney’s fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of Contractor and any of Contractor’s subcontractors in the performance of this agreement, whether caused by or contributed to by the negligence of the City or its officers, officials, agents or employees.

23. **Insurance.** The Contractor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. The Contractor shall not commence work under this Contract, nor shall the Contractor allow any Subcontractor to commence work on its Subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance have been approved by the City Risk Manager.

   a. **Commercial General Liability -** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability insurance including, but not limited to, products and completed operations, bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than $1,000,000 per occurrence. This policy shall also provide contractual liability in the same amount. Contractor’s coverage shall be primary and list the City of Madison, its officers, officials, agents and employees as additional insureds. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City of Madison, its officers, officials, agents and employees as additional insureds.

   b. **Automobile Liability -** The Contractor shall procure and maintain during the life of this contract Business Automobile Liability insurance covering owned, non-owned and hired automobiles with limits of not less than $1,000,000 combined single limit per accident. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.

   c. **Worker’s Compensation -** The Contractor shall procure and maintain during the life of this contract statutory Workers’ Compensation insurance as required by the State of Wisconsin. The Contractor shall also carry Employers Liability limits of at least $100,000 Each Accident, $100,000 Disease – Each Employee, and $500,000 Disease – Policy Limit. Contractor shall require all subcontractors under this Contract (if any) to procure and maintain such insurance, covering each subcontractor.

   d. **Professional Liability -** The Contractor shall procure and maintain professional liability insurance with coverage of not less than $1,000,000. If such policy is a “claims made” policy, all renewals thereof during the life of the contract shall include “prior acts coverage” covering at all times all claims made with respect to Contractor’s work performed under the contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

   e. **Acceptability of Insurers -** The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

   f. **Proof of Insurance, Approval -** The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City’s representative upon execution of the contract, or sooner, for approval by the City Risk Manager. The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager.

   The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

24. **Work Site Damages.** Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to the Owner’s satisfaction at the Contractor’s expense.

25. **Compliance.**

   a. **Regulations.** The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.

   b. **Licensing and Permits.** The Contractor selected under this bid shall be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this contract. The Contractor shall also be required, when appropriate, to obtain the necessary building permits prior to performing work on City facilities.
26. **Project Completion Date.** All bidders are required to show a project completion date on the attached proposal page.

27. **Warranty of Materials and Workmanship.**
   a. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants that all workmanship shall be first class and in accordance with the Contract Documents and shall be performed by persons qualified in their respective trades.
   b. Work not conforming to these warranties shall be considered defective.
   c. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.

28. **Replacement of Defective Work or Materials.** Any work or material found to be in any way defective or unsatisfactory shall be corrected or replaced by the Contractor at its own expense at the order of the City notwithstanding that it may have been previously overlooked or passed by an inspector. Inspection shall not relieve the Contractor of its obligations to furnish materials and workmanship in accordance with this contract and its specifications.

29. **Reservation of the Right to Inspect Work.** At any time during normal business hours and as often as the City may deem necessary, the Contractor shall permit the authorized representatives of the City to review and inspect all materials and workmanship at any time during the duration of this contract, provided, however, the City is under no duty to make such inspections, and any inspection so made shall not relieve the Contractor from any obligation to furnish materials and workmanship strictly in accordance with the instructions, contract requirements and specifications.

30. **Sweatfree Procurement of Items of Apparel.** Section 4.25 of the Madison General Ordinances, "Procurement of Items of Apparel," is hereby incorporated by reference and made part of this contract.

The contractor shall follow labor practices consistent with international standards of human rights, meaning that, at a minimum, contractor shall adhere to the minimum employment standards found in Section 4.25 of the Madison General Ordinances and shall require all subcontractors and third-party suppliers to do the same. For purposes of sec. 4.25, "Subcontractor" means a person, partnership, corporation or other entity that enters into a contract with the contractor for performance of some or all of the City-contracted work and includes all third-party suppliers or producers from whom the contractor or its contractors obtains or sources goods, parts or supplies for use on the city contract and is intended to include suppliers at all level of the supply chain. The standards in Sec. 4.25 shall apply in all aspects of the contractor's and subcontractor's operations, including but not limited to, manufacture, assembly, finishing, laundering or dry cleaning, (where applicable), warehouse distribution, and delivery. Contractor acknowledges that by entering into this contract, Contractor shall be subject to all of the requirements and sanctions of sec. 4.25 of the Madison General Ordinances.

The sanctions for violating Sec. 4.25 under an existing contract are as follows:

a. Withholding of payments under an existing contract.

b. Liquidated damages. The contractor may be charged liquidated damages on an existing contract of two thousand dollars ($2,000) per violation, or an amount equaling twenty percent (20%) of the value of the apparel, garments or corresponding accessories, equipment, materials, or supplies that the City demonstrates were produced in violation of the contract and/or this ordinance per violation; whichever is greater.

c. Termination, suspension or cancellation of a contract in whole or in part.

d. Nonrenewal when a contract calls for optional renewals.

e. Nonrenewal for lack of progress or impossible compliance.

The City reserves the right to refuse to renew the contract that calls for optional renewals, when the contractor cannot comply with the minimum standard under (4)(b) and the noncompliance is taking place in a country where:

(1) Progress toward implementation of the standards in this Ordinance is no longer being made; and

(2) Compliance with the employment standards in the Ordinance is deemed impossible by the City and/or any independent monitoring agency acting on behalf of the City. Such determination shall be made in the sole opinion of the City and may be based upon examination of reports from governmental, human rights, labor and business organizations and after consultation with the relevant contractors and sub-contractors and any other evidence the City deems reliable.

f. Disqualification of the contractor from bidding or submitting proposals on future City contracts, or from eligibility for future city procurements as defined in sub. (2), whether or not formal bidding or requests for proposals are used, for a period of one (1) year after the first violation is found and for a period of three (3) years after a second or subsequent violation is found. The disqualification shall apply to the contractor who committed the violation(s) whether that be under the same corporate name, or as an individual, or under the name of another corporation or business entity of which he or she is a member, partner, officer, or agent.

The exercise by the City of any or all of the above remedies, or failure to so exercise, shall not be construed to limit other remedies available to the City under this Contract nor to any other remedies available at equity or at law.

31. **Local Purchasing** - The City of Madison has adopted a local preference purchasing policy granting a 5 percent request for proposal and 1 percent request for bid scoring preference to local vendors.

To facilitate the identification of local suppliers, the City has provided an on-line website as an opportunity for suppliers to voluntarily identify themselves as local, and to assist City staff with their buying decisions. Proposers seeking to obtain local preference are required to register on the City of Madison online registration website. Additional information is available at:

http://www.cityofmadison.com/business/localPurchasing/index.cfm
## APPENDIX C-1: RECENT AMI PROJECTS

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**PROPOSER NAME:** ____________________________
APPENDIX C-2: AMI REFERENCES

REFERENCE #1:

Client Name: ____________________________________________________________

Address: ________________________________________________________________

Telephone: ______________________________________________________________

Product or Application: ____________________________________________________

Installed: ________________________________________________________________

Population: ______________________________________________________________

Total No. of Accounts: ____________________________________________________

No. of accounts with AMI: ________________________________________________

Estimated System Cost: __________________________________________________

System installation phasing (number of years):

Installed system specifics (e.g., meters, meter modules, computer hardware, software, etc.):

System maintenance contract details (e.g., number of years, costs, components and service covered):

Percentage completed to date: ______________________________________________

PROPOSER NAME: ________________________________________________________
APPENDIX C-3: INSTALLATION REFERENCES

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