



**REQUEST FOR PROPOSAL**  
**NO. 16-002**  
**FOR**  
**INSTALLATION SERVICES FOR A SMART METER PROJECT**

**Electric Utility Department**

**CITY OF BANNING**

**Released on August 19, 2016**

## **16-002 - INSTALLATION SERVICES FOR A SMART METER PROJECT**

### **REQUEST FOR PROPOSAL (RFP)**

Dear Proposers:

The City of Banning Electric Utility (COB) provides electric service to customers in the city of Banning, CA.

We are requesting your proposals for installation services for a Smart Meter project. COB is receiving proposals to evaluate the possibility to contract with a vendor for the service of the installation of Smart Meters. Submittals by vendors should include the installation services only, with COB to procure meters. This will include replacing approximately 12,500 of existing electric meter population with new meters and endpoints. All meters will be completely programmed and ready for installation. The anticipated project length is 180 days, but may be extended if necessary. Our primary goals for this Request for Proposal (RFP) are to select a vendor and negotiate a contract that accomplish the following:

- Enable COB to manage the install services to its residential and select commercial users. (Example: self-contained 3-phase users)
- Provide high quality, efficient and cost effective workmanship.
- Meets COB risk management criteria while maximizing benefits.
- Provides turn-key project management skills until project completion date.
- Maximizes benefits through the timeliest deployment program possible that meets overall project goals.

#### **1. SCHEDULE OF EVENTS**

This request for proposal will be governed by the following schedule:

Release of RFP	August 19, 2016
Pre-Proposal Meeting	August 24, 2016 at 10:00 a.m.
Deadline for Written Questions	August, 26, 2016 by 5:00 p.m.
Responses to Questions Posted on Web	September 1, 2016 by 5:00 p.m.
Proposals are Due	September 8, 2016 by 10:00 a.m.
Interview (if held)	The Week of September 27, 2016
Approval of Contract (Tentative)	October 11, 2016

All dates are subject to change at the discretion of the City

## **2. SCOPE OF WORK**

### **2.1 Pre-installation Responsibilities**

Vendors are expected to provide the following functions and documents:

#### **2.1.1 Kick-off Meeting**

Vendor will be responsible for the first on-site meeting of the project team. These sessions will include:

- Definition of roles and responsibilities.
- Vendor will assign a project manager to oversee the Smart Meter project. This project manager will be thoroughly familiar and experienced with this type of project and will have the authority to speak on behalf of the vendor on project related issues.
- COB will assign an individual to serve as COB's Smart Meter project manager. This project manager will provide the vendor with all required work orders and any other data necessary to complete project.
- Confirmation of system configuration, hardware and software requirements, and any requirements for materials procurement.
- Defining a field work schedule (work hours and days of the week set for Smart Meter installation). Monday – Friday 7am-5pm (unless otherwise agreed upon)
- Establishing regular project review meeting schedule.
- Vendor will develop installation schedule to meet requirements of the project. This schedule must take into consideration meter reading blackout dates provided by COB.

#### **2.1.2 Project Charter and Design Document Development**

Determine project requirements through review meetings and update the project charter and the proper design documents. Vendor to provide a sample project charter and design documents to be used for this project.

#### **2.1.3 Hardware, Software and Procurement Plan**

Provide schedule of required hardware (PCs, endpoints and so on.) and software required to successfully deliver this project.

#### 2.1.4 Project Controls

Describe program controls to manage data flow and other key deliverables required for this project.

#### 2.1.5 Procedures

Provide detailed procedures to COB for approval prior to project start.

#### 2.1.6 Facilities

COB will provide project facilities that are located within close proximity of the meter deployment area as required to support the Smart Meter project deployment and installation.

### **2.2 Work Management**

2.2.1 COB will provide the vendor all necessary information about customers in the Smart Meter project. This information will be provided electronically. Vendor will provide a list of required data.

2.2.2 Vendor is responsible for staffing of employees responsible for managing deployment scheduling, dispatching, and appointment setting.

2.2.3 Vendor will provide handheld computers or other devices to be used by field technicians.

2.2.4 The vendor will validate customer data provided by COB at the time of installation.

2.2.5 Work management system must provide an automated means to minimize data errors entered by an installer, such as wrong meter number, meter read, etc.

2.2.6 The vendor shall program and/or interrogate each endpoint during the time of installation.

2.2.7 Vendor will enter premise specific information such as meter location, access issues, etc. into the work management system at the time of installation.

2.2.8 Work management system will track meter assets down to the employee level.

2.2.9 Vendor must clear data exceptions before exporting data to COB.

2.2.10 The vendor will create an export file for all completed installations and deliver them to COB on a weekly basis.

2.2.11 The work management system will be tested by the vendor and COB before work commences.

## **2.3 Personnel, Customer Communications and Interactions**

- 2.3.1 Field personnel are subject to mandatory drug & alcohol screenings as a condition of employment and annual random drug and alcohol screening.
- 2.3.2 Field deployment personnel are subject to a background check to determine employment eligibility. COB and/or vendor will perform the background checks.
- 2.3.3 Vendor will train and qualify field deployment personnel based on job requirements for each employee. Where applicable, describe a standard training program.
- 2.3.4 Vendor shall have suitable communications system with COB so that vendor can be contacted at any time via radio or phone. Vendor shall be capable of contacting all installers via pagers or cell phones.
- 2.3.5 Vendor must have a dedicated phone number for Smart Meter project install problems.
- 2.3.6 Vendor must designate a customer service representative to meet and resolve COB customer problems related to the Smart Meter project.
- 2.3.7 Vendor shall be responsible for handling customer complaints in a timely manner. Complaints and results are to be shared with COB.
- 2.3.8 Good relations with COB's customers shall be ensured. The following procedures will be followed for this purpose:
- Any reports of lack of courtesy or workmanship must be investigated within 24 hours.
  - Technicians must always be cognizant of being representatives of the utility and conduct themselves accordingly.
  - The technician shall not enter a customer's home without the permission or presence of an adult, 18 years or older.
  - The technician shall not solicit additional business or accept payment for work performed during the Smart Meter installation. No additional work unrelated to the installation of the Smart Meter shall be performed by the vendor.
  - Any proven inappropriate conduct will be grounds for the employee's dismissal.
- 2.3.9 In responding to this request, all professional firms or contractors agree to comply with prevailing wage requirements, and the Department of Industrial Relations, and COB insurance requirements as further described in the Appendix.

- 2.3.10 Vendor will provide vehicles to support the deployment and installation of endpoints and meters.
- 2.3.11 Field installers will be outfitted in uniforms provided by the Vendor with Vendor working with COB to define requirements.
- 2.3.12 Vendor will provide the field, quality audit, and work tracking staff to deploy the endpoints and the meters.

## **2.4 Public Relations Program**

- 2.4.1 COB will send letters to all of its customers which will introduce the project and the vendor. It will explain how the Smart Meter project will be carried out and what is expected of them for the successful implementation of this project. All necessary contact information shall be provided in this letter so that customers are able to contact the vendor with any program related questions.
- 2.4.2 COB will provide the vendor with door hangers to be left at unsuccessful installation attempts. This hanger will include vendor's telephone number to schedule appointments. Vendor is responsible for leaving these hangers at all uncompleted installation sites.
- 2.4.3 COB will provide the vendor with door hangers to be left at successful installations performed when no customer was present. This hanger will include vendor's telephone number to report any emergencies or any other issues related to the install. Vendor is responsible for leaving these hangers at all completed installations.
- 2.4.4 COB will be responsible for other communication methods. Vendor will provide guidance on this matter.

## **2.5 Meter and Endpoint Installations**

COB is seeking a solution with high power and high-throughput data handling characteristics.

2.5.1 Vendor will be responsible for the field deployment, installation and retrofit of endpoints, including the following:

- Manage field deployment activities.
- Manage field deployment quality and quality audits.
- Coordinate with COB on management of inventory control process.
- Manage work scheduling and completion and work tracking Data integrity.
- Manage customer appointments.
- Exchange of ELECTRIC meters.

- Install COB provided seal, lock rings and Do Not Tamper tags.
  - Scrap meter handling. A credit should be provided for value of meters.
- 2.5.2 If conditions at a particular site are deemed to be unsafe, the vendor shall contact COB immediately so that corrective action can be taken and the unsafe condition is addressed.
- 2.5.3 Vendor will notify COB of any service issues found. Installer will note date and time and who at COB was contacted. Installer to provide customer information to COB contact. Installer should NOT wait for COB to arrive at the customer site to respond appropriately and safely to emergencies.
- 2.5.4 If an installer discovers theft of service, the installer will contact the utility immediately. In the case of theft, meter is not to be exchanged and endpoint should not be installed. Installer will note date and time and who at COB was contacted.
- 2.5.5 All faulty installations within one (1) year warranty period shall be repaired by the vendor at no extra cost to COB.
- 2.5.6 It is expected that a large percentage of installations will result from door to door canvassing of customers. The vendor's field personnel shall use the following procedures for door to door contact:
- Verify that the account is within work area approved for installation.
  - Attempt to contact resident by ringing bell or knocking on door. Refrain from knocking on windows or entering backyards prior to customer contact.
  - If resident is present, inform them of metering program and attempt to complete Smart Meter installation. If installation cannot be accomplished due to customer inconvenience, installer should provide homeowner with information to call to schedule appointment.
  - If resident is not present, perform installation and leave approved notice, hanging notice from doorknob that explains what devices were installed. If meter is not accessible, installer shall leave a notice on door with vendor's phone number so that installation can be scheduled on a later date.
  - The vendor shall keep a record on all Smart Meter device installation attempts and the reason for non-installs.
- 2.5.7 Vendor shall take all steps necessary to minimize meter reading disputes. Digital photographs of old and new meter registers are required to comply.

2.5.8 Vendor must commit to the following meter access plan:

- Three scheduled field visits. A door hanger should be left if customer is not present. If meter is not accessible to the installer, the vendor shall reschedule the installation to a time when the customer will have made the meter accessible.
- Vendor must document all contact attempts detailing dates, times and reasons for unsuccessful installation.
- After final attempt, notification of unsuccessful install will be given to COB. COB will take necessary steps to schedule Smart Meter installation.

2.5.9 Vendor shall be responsible for repairing any utility asset damage caused by any of its installers unless the vendor has reported, before work was initiated, an unsafe condition to COB and the utility's project manager has authorized the vendor to proceed with the job. COB will have 60 days from date of scheduled install to notify vendor of any damages found.

2.5.10 Vendor will install COB provided Do Not Tamper tags, lock rings and seals according to COB color coded requirements on all newly installed meters.

2.5.11 Vendor will verify the secondary voltage at each electric meter point for each meter type.

2.5.12 Vendor will review existing metering end-points and fittings for obvious signs of tampering (e. g. broken or missing seals, broken lock stops, jumpers, bypasses, tampered meters, un-metered load on the line side of the electric meter, damage caused by apparent attempts to open the meter, etc.). Any meters suspected of tampering will be reported to COB. Meter is not to be exchanged; endpoint should not be installed. Vendor will note date and time and who at COB was contacted.

## **2.6 Quality Assurance**

2.6.1 The vendor will retrain due to installation errors found during the vendor's quality audits.

2.6.2 The vendor will resolve all installation errors.

2.6.3 Vendor will perform random audits on installers work.

2.6.4 The vendor will make available an audit report summary at the end of each work week.

## **2.7 System Configuration**

2.7.1 Vendor must ensure all hardware or software compatibility for use in the uploading of meter exchange data.



## **2.8 Project Administration**

### 2.8.1 Project Oversight

2.8.2 Vendor to provide proposal for the installation of COB provided endpoints. Vendor will install COB provided do not tamper tabs, lock rings and seals according to COB color coded requirements.

2.8.2 Vendor must provide the following reports weekly:

- Installation report that details the number of Smart Meters and endpoints installed, compared to the expected amount.
- Quality assurance inspections and results.
- The number of endpoints returned and any other pertinent inventory (such as COB provided parts or property required for installation services).
- Field claims status report.
- Exchange documentation report including photos of new and old registers.

2.8.3 Vendor will implement a program to control consigned materials, inventory and supplies associated with the electric meter retrofit operation.

2.8.4 Vendor will provide problem-solving procedures for the following issues:

- Faulty installs.
- Faulty endpoint programming errors.
- Incorrect inventory.

## **2.9 Acceptance Program**

2.9.1 Installations will be accepted by COB after the following conditions are met:

- Details of completed installations showing all agreed upon information.
- Successful meter reading by COB of all installed meters for two consecutive billing periods after initial install.

2.9.2 Installed meters that are submitted by the vendor as complete and are not accepted by COB within sixty (60) calendar days through no fault of the vendor, shall be conditionally accepted by COB.

## 2.10 Payment

The vendor will invoice COB on a monthly basis for all accepted and conditionally accepted installed meters.

- Installations will be conditionally accepted if COB can obtain a read during the first billing cycle after initial install.

## 3. PROPOSAL FORMAT GUIDELINES

Interested entities or contractors are to provide the City of Banning with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following proposal sections are to be included in the Proposer’s response:

- **Vendor Application Form and Cover Letter**

Complete Appendix A, “Request for Proposal-Vendor Application Form” and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor’s office located nearest to Banning, California and the office from which the project will be managed.

- **Background and Project Summary Section**

The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

- **Methodology Section**

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:

1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii)

methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.
4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.
6. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City, if applicable.

- **Staffing**

Provide a list of individual(s) who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual.<sup>1</sup> Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

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<sup>1</sup> Rates for the proposed personnel shall be set forth on Appendix D.

- **Qualifications**

The information requested in this section should describe the qualifications of the firm or entity, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.

A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

For private Proposers, provide at least three references that received similar services from your firm. The City of Banning reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address.

Any public entity which submits a proposal should describe in detail how it currently performs services like those identified in the scope of work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity**

Provide the Proposer's latest audited financial statement or other pertinent information such as internal unaudited financial statements and financial references to allow the City to reasonably formulate a determination about the financial capacity of the Proposer. Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

- **Fee Proposal**

All Proposers are required to use the form in Appendix D to be submitted with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission.

- **Disclosure**

Please disclose any and all past or current business and personal relationships with any current Banning elected official, appointed official, City employee, or family member of any

current Banning elected official, appointed official, or City employee. *Any past or current business relationship may not disqualify the firm from consideration.*

- **Sample Agreement**

The firm selected by the City will be required to execute an Agreement for Services (Agreement) with the City. The form of the Agreement is enclosed as Appendix B, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.

- **Checklist of Forms to Accompany Proposal**

As a convenience to Proposers, following is a list of the forms, included as appendices to this RFP, which should be included with proposals

- (1) Vendor Application Form
- (2) Ex Parte Communications Certificate
- (2) Price Proposal Form
- (3) Disclosure of Government Positions
- (4) Disqualifications Questionnaire

#### **4. PROCESS FOR SUBMITTING PROPOSALS**

- **Content of Proposal**

The proposal must be submitted using the format as indicated in the proposal format guidelines.

- **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Number of Proposals**

Submit one original, Five (5) hard copies plus one disk copy of flash drive of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis. In the event of a conflict between the original and any hard copy or disk copy, the original shall control.

- **Submission of Proposals**

*Complete written proposals must be submitted in sealed envelopes marked and received no later than 10:00 a.m. (P.S.T) on September 8, 2016 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.*

City of Banning  
City Hall  
Office of the City Clerk  
99 E. Ramsey St.  
Banning, CA 92220-0998

RE: 16-002 – Installation Services for a Smart Meter Project

- **Inquiries**

*Questions about this RFP must be directed in writing, via e-mail to:*

**Jennifer McCoy, RFP Facilitator**

**[jmccoy@ci.banning.ca.us](mailto:jmccoy@ci.banning.ca.us)**

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All addendums, responses to questions received, and additional information will be posted to the Banning Procurement Registry, Banning - <http://ci.banning.ca.us/bids.aspx>. Proposers should check this web page daily for new information. The City will endeavor to answer all written questions timely received no later than **September 1, 2016**. The City reserves the right not to answer all questions.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed above regarding this RFP. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance**

This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any proposal. All proposals will become the property of the City of Banning, USA. If any proprietary information is contained in the proposal, it should be clearly identified.

## 5. EVALUATION CRITERIA

The City's evaluation and selection process will be conducted in accordance with the City's Purchasing and Procedures Policy (Policy). In accordance with the Policy, the lowest responsible bidder will be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. Qualifications of Entity and Key Personnel-----35%

Includes ability to provide the requested scope of services, the Proposer's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.

2. Approach to Providing the Requested Scope of Services-----25%

Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.

3. Price Proposal-----15%

Price Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in Appendix D.

4. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities. ----25%

## 6. EVALUATION OF PROPOSALS AND SELECTION PROCESS

In accordance with its Policy, the City will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the City's staff and possibly one or more outside experts, will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

### A. Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

B. **Initial Proposal Review**

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. **Interviews, Reference Checks, Revised Proposals, Discussions**

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for the week of **September 27, 2016** and will be conducted at City of Banning City Hall, 99 E. Ramsey St., Banning, CA 92220. This date is subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. The City may recommend award without Best and Final Offers, so Proposers should include their best proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may



terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

## **7. PROTEST PROCEDURES**

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the RFP Facilitator at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the RFP Facilitator, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The RFP Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the RFP Facilitator, and pursue its protest at the Council meeting, it will notify the RFP Facilitator of its intention at least two days prior to the scheduled meeting.

## **8. CONFIDENTIALITY**

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential nor designate its Price Proposal as confidential.

Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer

information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

## **9. EX PARTE COMMUNICATIONS**

Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications form (Appendix C) with their proposals certifying that they have not had or directed prohibited communications as described in this section.

## **10. CONFLICT OF INTEREST**

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

## **11. DISCLOSURE OF GOVERNMENTAL POSITION**

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached "Disclosure of Government Positions Form." (See Appendix F.)

## 12 CONDITIONS TO AGREEMENT, IF ANY.

The selected Proposer will execute an Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The contract shall follow the sample form of Agreement provided as Appendix B to this RFP, which may be modified by City. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist. Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample Agreement for Services unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. In accordance with the Municipal Code, the City may consider the scope and number of conditions in evaluation proposals and determining the lowest responsible bidder.

## 13. DISQUALIFICATION QUESTIONNAIRE

Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See Appendix E.

## 14. STANDARD TERMS AND CONDITIONS

### Addendums

The City reserves the right to amend or supplement this RFP prior to the proposal due date. All addendums and additional information will be posted to the Banning Procurement Registry, <http://ci.banning.ca.us/bids.aspx>. Proposers should check this web page daily for new information.

### Cost for Preparing Proposal

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of the City.

### Insurance Requirements

City requires that licensees, lessees, and vendors have an *approved* Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a

permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish the City with the Certificates of Insurance proving coverage as specified within Appendix B.

### **Prevailing Wages Requirements**

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates, that Contractor and all subcontractors must be registered and pay the registration fee with the Department of Industrial Relations (“DIR”), Contractor shall be subject to compliance monitoring and enforcement by the DIR, and the performance of other requirements on “Public Works” and “Maintenance” projects. If the services are being performed as part of an applicable “Public Works” or “Maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

### **California Department of Industrial Relations Registrations**

In 2014, the California legislature enacted several laws impacting public works contracting. Senate Bill 854 (SB 854) creates changes in the way DIR monitors prevailing wage requirements. All contractors and subcontractors must register with the DIR and meet DIR requirements before bidding on public works contracts in California. No contractor or subcontractor may be awarded a contract for public work or public works project unless registered with the DIR.

All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

The phase-in timetable for this requirement is as follows:

- April 1, 2015: For all new projects awarded on or after this date, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.
- January 1, 2016: The requirement for contractors and subcontractors to furnish electronic certified payroll records to Labor Commissioner will apply to all public works projects, whether new or ongoing.

Public Work Contractors/Subcontractors can register with the DIR at [www.dir.ca.gov/Public-Works/](http://www.dir.ca.gov/Public-Works/).

# APPENDIX A



**REQUEST FOR PROPOSAL**

*16-002 – Installation Services for a Smart Meter Project*

**VENDOR APPLICATION FORM**

TYPE OF APPLICANT:                     NEW                     CURRENT VENDOR

Legal Contractual Name of Corporation: \_\_\_\_\_

Contact Person for Agreement: \_\_\_\_\_

Corporate Mailing Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Contact Person for Proposals: \_\_\_\_\_

Title: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_

Business Fax: \_\_\_\_\_

Is your business: (check one)

NON PROFIT CORPORATION

FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION

LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL

SOLE PROPRIETORSHIP

PARTNERSHIP

UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: \_\_\_\_\_

City of Banning Business License Number: \_\_\_\_\_

(If none, you must obtain a Banning Business License upon award of contract.)

City of Banning Business License Expiration Date: \_\_\_\_\_

# APPENDIX B



**CONTRACT FOR PROFESSIONAL SERVICES  
BETWEEN  
THE CITY OF BANNING  
AND**

---

This AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF BANNING, a general law city a municipal corporation (“CITY”) and \_\_\_\_\_, a (state) (type of corporation) (“CONSULTANT”).

**RECITALS**

- A. The City does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, the City desires to contract out for consulting services for certain projects relating to preparation of documents in connection with a design project.
- C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

**NOW, THEREFORE**, based on the foregoing recitals, the City and the Consultant agree as follows:

**1. CONSIDERATION AND COMPENSATION**

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT a total of \$\_\_\_\_\_, for CONSULTANT’s services, unless otherwise specified by written amendment to this Agreement.
- D. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.
- E. CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the

previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

**2. SCOPE OF SERVICES.**

- A. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and incorporated herein by this reference.
- B. Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

**3. PAYMENTS.** For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

**4. TIME OF PERFORMANCE.** The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

**5. FAMILIARITY WITH WORK.** By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

**6. KEY PERSONNEL.** CONSULTANT's key person assigned to perform work under this Agreement is \_\_\_\_\_. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.

**7. TERM OF AGREEMENT.** The term of this Agreement shall commence upon execution by both parties and shall expire on \_\_\_\_\_, unless earlier termination occurs under Section 11 of this Agreement, or extended in writing in advance by both parties.

**8. CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

9. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.

10. PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

11. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.
- B. CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.
- C. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination, all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.
- D. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

12. INDEMNIFICATION.

- A. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.
- B. The requirements as to the types and limits of insurance coverage to be maintained

by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

**13. ASSIGNABILITY.** This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

**14. INDEPENDENT CONTRACTOR.** CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

**15. AUDIT OF RECORDS.**

- A. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.
- B. CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

**16. CORRECTIVE MEASURES.** CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

**17. INSURANCE REQUIREMENTS.**

- A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
  - 1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective

employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.

2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
  3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
  4. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
  2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance

maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
  5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
  6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the CITY.
- C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
- F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.

**18. USE OF OTHER CONSULTANTS.** CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must include approval of the proposed consultant and the terms of compensation.

**19. FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of the CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of the CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the

CONSULTANT, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the CITY for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

**20. CORRECTIONS.** In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the City’s review of the Consultant’s report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the CITY, and the cost thereof shall be charged to the CONSULTANT. In addition to all other available remedies, the City may deduct the cost of such correction from any retention amount held by the City or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.

**21. NON-APPROPRIATION OF FUNDS.** Payments to be made to CONSULTANT by CITY for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT’S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT’S only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

**22. NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
<u>City of Banning</u>	_____
<u>99 East Ramsey Street</u>	_____
<u>Banning, CA 92220</u>	_____
<u>ATTN: City Manager</u>	<u>ATTN: _____</u>

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

**23. SOLICITATION.** CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT’s bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT’s bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

**24. THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

**25. INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

**26. ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

**27. RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

**28. AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.

**29. ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

**30. FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

**31. TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.

**32. ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

**33. STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to



perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

**34. DISCLOSURE REQUIRED.** (City and Consultant initials required at one of the following paragraphs)

By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a “consultant” for the purposes of the California Political Reform Act because Consultant’s duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City’s Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City’s Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant’s disclosure obligations in accordance with the City’s Conflict of Interest Code.

City Initials \_\_\_\_\_  
Consultant Initials \_\_\_\_\_

**OR**

By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a “consultant” for the purpose of the California Political Reform Act because Consultant’s duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a)(2)(A) and is otherwise not serving in staff capacity in accordance with the City’s Conflict of Interest Code.

City Initials \_\_\_\_\_  
Consultant Initials \_\_\_\_\_

**IN WITNESS WHEREOF** the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF BANNING

CONSULTANT

\_\_\_\_\_  
[MAYOR or CITY MANAGER]

By: \_\_\_\_\_  
NAME:  
TITLE:

By: \_\_\_\_\_  
NAME:  
TITLE:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Tax ID No.

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**Two signatures are required if a corporation**

**NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.**

# APPENDIX C

**EX PARTE COMMUNICATIONS CERTIFICATION**

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer’s representatives have not had any communication with a City Councilmember concerning the CONTRACTOR Services RFP at any time after August 19, 2016.

---

**OR**

I certify that Proposer or Proposer’s representatives have communicated after August 19, 2016 with a City Councilmember concerning RFP 16-002 – Installation Services for a Smart Meter Project. A copy of all such communications is attached to this form for public distribution.

---

# APPENDIX D

# PRICING PROPOSAL FORM

## 16-002 – Installation Services for a Smart Meter Project

Provide meter installation cost, along with total installation cost in accordance with the City’s current requirements, as set forth in Section 2 Scope of Work. Also provide your firm’s proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, “annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor’s website at [www.bls.gov](http://www.bls.gov).)

**Table Indicates installation costs for electric meter exchanges.**

ANSI Form	Meter Class	Voltage	Number of Meters	Meter Installation Cost	Total Installation Cost
<b>Residential</b>					
1S	100	120	40		
2S	200	240	11,400		
2S	320	240	15		
12S Network	200	120	30		
<b>Commercial</b>					
2S	200	Auto	400		
12S	200	Auto	20		
16S	200	Auto	1000		
12S	200	Auto	20		

*\*\*Industrial and Solar meters to be installed by COB as well as any difficult to place meters from above that fall outside of agreed upon timeline.*

# APPENDIX E

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.



# APPENDIX F

## DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."