

PHILADELPHIA GAS WORKS

REQUEST FOR PROPOSALS

FOR

**TURN-KEY AMI INSTALLATION
& SYSTEM INTEGRATION**

Dated: May 16, 2018

RFP NO.: 32478



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

Table of Contents

1 THE SOLICITATION – NOTICE TO PROPOSERS	4
1.1 SCHEDULE OF EVENTS	4
1.2 PROPOSAL REQUIREMENTS	5
2 PROJECT DEFINITION AND REQUIREMENTS	6
2.1 OVERVIEW	6
2.2 SERVICES TO BE PROVIDED	8
2.3 TERM	13
2.4 PROPOSAL PRICING	13
2.5 PROPOSER/PERSONNEL MINIMUM REQUIREMENTS	13
2.6 LICENSING	14
2.7 INFORMATION/PRODUCT	14
2.8 CONFIDENTIALITY	14
2.9 MINORITY PARTICIPATION	14
2.10 INSURANCE	15
2.11 INDEMNIFICATION	17
2.12 CERTIFICATE OF NON-INDEBTEDNESS	18
2.13 NON-DISCRIMINATION	18
2.14 MACBRIDE PRINCIPLES	19
2.15 GOVERNING LAWS	19
2.16 CERTAIN REQUIRED DISCLOSURES	19
3 INSTRUCTIONS TO PROPOSERS	21
3.1 PROPOSAL PREPARATION REQUIREMENTS	21
3.2 DURATION OF PROPOSAL	23
3.3 PROPOSER'S RESPONSIBILITY	23
4 PROPOSER INFORMATION	24
4.1 PROPOSER	24
4.2 QUALIFICATIONS STATEMENT	24
4.3 BUSINESS EXPERIENCE	24
4.4 FINANCIAL INFORMATION	27
4.5 GENERAL LITIGATION DISCLOSURE	28
4.6 BUSINESS ORGANIZATION STATEMENT	29
4.7 WARRANTIES BY PROPOSER	33
5 PROPOSAL EVALUATION, NEGOTIATION AND CONTRACT AWARD	35
5.1 DISQUALIFICATION OF PROPOSERS	35
5.2 QUALIFICATION OF PROPOSERS	35
5.3 GENERAL RESERVATION OF RIGHTS	35
5.4 AWARD	37



**Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration**

ATTACHMENT A. REQUIRED 17-1400 DISCLOSURE	39
ATTACHMENT B. DEMOGRAPHIC SURVEY	41
ATTACHMENT C. PRICING SCHEDULE	43
APPENDIX 1. DATA SECURITY REQUIREMENTS.....	44
APPENDIX 2. TESTING AND ACCEPTANCE STANDARDS	45
APPENDIX 3. ARCHITECTURAL STANDARDS	47



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

1 The Solicitation – Notice to Proposers

Notice is hereby given that Philadelphia Gas Works (“PGW”) will receive sealed proposals on or before June 19, 2018, 2:30 p.m. Eastern Time, at the PGW Supply Chain Department, 800 W. Montgomery Avenue, Philadelphia, Pennsylvania 19122, for the turn-key installation of an Advanced Metering Infrastructure (“AMI”) solution and integration of same with PGW’s information systems, including startup, testing, training and maintenance support.

This document outlines PGW’s objectives, describes the general characteristics of the services to be provided, and (without being exhaustive) outlines the principal obligations of PGW and the selected Proposer.

Questions concerning this Request for Proposals shall be directed in writing towards Renju M Kuruvilla, 215 – 684 - 6909, PGW Supply Chain Department, fax: 215-684-6163, e-mail: Renju.Kuruvilla@pgworks.com (with a copy to procurement@pgworks.com), or PGW Supply Chain Department, 800 W. Montgomery Avenue, Philadelphia, Pennsylvania 19122. **Proposers may not contact other PGW personnel regarding this RFP.**

1.1 Schedule of Events

The projected schedule of events for this Request for Proposals is as follows:

Issue Date of the RFP May 16, 2018

Questions and requests for clarification or information
must be received, in writing, at the office of the person
listed above by 5 p.m. (EST) May 30, 2018

Mandatory Telephone Conference, 11:00 a.m.....June 5, 2018

Proposal Submission Due Date
must be received, in writing, at the office of the person
listed above by 2:30 p.m. (EST) June 19, 2018

Finalist Presentations.....Week of July 23, 2018

Notification Date.....August 14, 2018

Contract Start Date Sept 14, 2018

The mandatory Telephone Conference is scheduled for 11:00 a.m. on June 5, 2018 to answer questions and requests for clarification. Proposers who choose to participate should dial as follows: (215) 684-6200; Conference ID: 559244.

These dates are estimates only and PGW reserves the right to alter this schedule as it deems necessary or appropriate.



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

1.2 Proposal Requirements

Proposals shall be accepted only from respondents (“Proposers”) who have:

1.2.1 Obtained from PGW a complete set of Proposal Documents and any addenda thereto issued by PGW (sometimes referred to as the “RFP”), consisting of the following five (5) sections, three (3) attachments and three (3) appendices:

Sections:

- 1 The Solicitation – Notice to Proposers
- 2 Project Definition and Requirements
- 3 Instructions to Proposers
- 4 Proposer Information
- 5 Proposal Evaluation, Negotiation and Contract Award

Attachments:

- A Disclosure Form
- B Demographic Survey
- C Pricing Matrix

Appendices:

- 1 Data Security Requirements
- 2 Testing & Acceptance Standards
- 3 Architectural Standards

1.2.2 Submitted a proposal pursuant to the instructions in this RFP as set forth in Section 3.

In evaluating the proposals, PGW will consider the demonstrated experience and ability of the Proposer to deliver the proposed services, the scope and value of the proposed services, and the financial proposal of each Proposer as described in this RFP.

PGW hereby solicits proposals in accordance with these Proposal Documents.



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

2 Project Definition and Requirements

2.1 Overview

2.1.1 Overview of PGW

PGW is a municipally-owned utility operated by the Philadelphia Facilities Management Corporation (hereafter referred to as “PFMC”). The successful Proposer will enter into a negotiated contract with PGW by PFMC. PGW provides natural gas service to over 550,000 customers within the city of Philadelphia, using 6,000 miles of gas mains and services. PGW is the only utility currently distributing natural gas within the City of Philadelphia, and its mission is to provide safe, reliable natural gas service to the citizens of Philadelphia.

2.1.2 Background Information

Current Meter Inventory

PGW has approximately 575,000 meters in service and currently utilizes four types of meters: diaphragm, rotary, turbine and ultrasonic. Based upon the customer’s rate, the meter is read on a daily or monthly basis. Rotary, turbine and ultrasonic meters may be equipped with an electronic gas volume correcting device to compensate for temperature and/or pressure conditions. All electronic gas volume correctors in use are Honeywell/Mercury Instruments.

Tables 1, 2 and 3 provide an overview of PGW’s meter inventory based on meter read frequency, meter manufacturer, meter model and whether or not a correcting device is attached to the meter. This data is based on the meter population as of February 2018.



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

Table 1: Meter Inventory – Monthly Read.

Meter Inventory (Monthly Read)													
American Diaphragm													
Model	L175	L225	L250	L275	L350	L400	L425	L630	L800	AC800	L1400	L2300	L5000
Quantity	4500	5300	345800	2	2100	3300	3700	2800	500	15	3	1	2
Itron/Schlumberger													
Model	L175	L225	L250	I250	L275	400A	-	-	-	-	-	-	Total
Quantity	3000	200	38100	31000	1	200	-	-	-	-	-	-	72,600
Superior													
Model	L225	L250	-	-	-	-	-	-	-	-	-	-	Total
Quantity	21	50	-	-	-	-	-	-	-	-	-	-	71
Sensus Diaphragm													
Model	L175	L225	L250	L275	L350	L425	L800	L1400	L2300	L5000	-	-	Total
Quantity	4000	0	62900	56500	0	0	300	0	0	0	-	-	123,600
Romet Rotary													
Model	1M	1.5M	2M	3M	5M	7M	11M	16M	-	-	-	-	Total
Quantity	900	50	500	50	25	16	3	15	-	-	-	-	1,600
Roots Rotary													
Model	1M	1.5M	2M	3M	5M	7M	11M	16M	38M	-	-	-	Total
Quantity	1100	2800	1600	1200	1000	700	500	200	9	-	-	-	9,000
w/ correctors	0	3	17	18	31	28	34	26	9	-	-	-	
Sensus Turbine													
Size	4"	6"	8"	12"	-	-	-	-	-	-	-	-	Total
Quantity	25	42	5	3	-	-	-	-	-	-	-	-	75
w/ correctors	14	31	5	3	-	-	-	-	-	-	-	-	
American Turbine													
Size	4"	6"	8"	-	-	-	-	-	-	-	-	-	Total
Quantity	5	10	7	-	-	-	-	-	-	-	-	-	22
w/ correctors	1	9	7	-	-	-	-	-	-	-	-	-	
574,900													

Table 2: ERT Population

ERT Population				
Rate	Residential		Commercial	
Model	40G	100G	40G	100G
Total	46%	54%	62%	38%



Philadelphia Gas Works – Request For Proposals

Turn-key AMI Installation & System Integration

Table 3: Meter Inventory – Daily Read

Current Meter Reading Architecture

PGW currently utilizes Automated Meter Reading (“AMR”) technology to obtain meter reads from approximately 550,000 customers. Telemetering technology is also used to obtain meter reads from approximately 500 interruptible transportation customers, reading the meters twice daily.

PGW is open to any viable and efficient system configuration for the AMI system architecture. 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.

PGW is considering options for either replacing a limited amount of meters identified in the background information of this document or a complete change of its meter inventory.

2.2 Services to be Provided

2.2.1 General

PGW seeks proposals for turn-key AMI Network Installation and System Integration into



Philadelphia Gas Works – Request For Proposals

Turn-key AMI Installation & System Integration

PGW's current Information Services (IS) environment. Proposals shall provide demonstrated expertise and experience with demonstrated knowledge of applicable codes, laws and regulations. The selected Proposer shall perform and administer all work under this RFP and shall coordinate with PGW 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 requires a complete turn-key solution that includes, without limitation, the following components:

➤ Network and System ownership models

- All available options such as Network as a Service (NaaS), Software as a Service (SaaS), PGW-owned, Cloud based, Hybrid, etc. may be proposed for consideration.

➤ Project Management: to include

- Governance: Oversight, program prioritization and approval, establishing program sponsorship and accountability,
- Quality Management: The development and management of standard processes and practices to manage quality across the program
- Program Scheduling and Staffing: The management of integrated timelines and dependencies; securing and allocating resources to satisfy demand in a timely manner
- Issue and Risk Management: A standard methodology and tool for reporting, prioritizing, and escalating issues to ensure timely resolution; the development and management of standard risk identification and response capabilities to manage risk across the program
- Project Communications and Reporting
- Change Control Process: The management and prioritization of new projects or new requirements, including change orders
- Release Management: The management of an integrated release strategy to support organization wide prioritization, dependencies and risk
- Employee communications: Managing communications with internal audiences, external audiences, and executives to ensure common messages

➤ Gas AMI Modules

- Vendor should provide name, cost, model and part number(s) of the proposed endpoints that will be used on this project. Describe and provide details of the Endpoint used on residential meters, rotary meters, turbine meters and commercial meters using correctors
- If the Endpoint has any extended range or power boost modes, will this affect warranty? When will these enhanced modes be used? Approximately what



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

percentage of time would these enhanced modes be used?

- What method is proposed to install the Endpoint? Provide a picture and/or diagram that details exactly how the Endpoint will be installed. If different methods will be used, describe in detail when each type of installation will be used.
- Describe in detail any real time alerts the Endpoint can send through the AMI system. What is the duration between the alert being triggered and the AMI software receiving it? As an example of real-time alerts, when an Endpoint is either not wired correctly, not programmed, has a disconnected wire, or has a low battery, what signal is transmitted through the AMI system?
- The Endpoint shall be able to receive user commands through the AMI software including any firmware updates.

➤ AMI Telecommunications Network – Hardware, software & installation to allow communication to and from customer information system and the meters.

- The selected Proposer will be responsible for obtaining all lease agreements necessary for mounting of network hardware. A master license agreement will be required between the vendor and PGW.

➤ IT Systems & Integration – Proposers should describe all hardware, software, development, security, and project management needed to integrate into PGW's existing systems, as well as ongoing maintenance of these systems. PGW is open to both Cloud and on Premise options.

- Hardware
 - Please describe all hardware that will be needed.
 - Please explain how you would run our current meter reading systems in parallel with the implementation of the new AMI system.
- Software
 - Please explain your AMI Head End
 - Please explain your Meter Data Management System (“MDMS”)
 - Do you have your own BI dashboards or will we have to build our own? Does your BI solution integrate with other BI tools?
 - Please explain how you would integrate with legacy and modern CIS systems.
- Communications



Philadelphia Gas Works – Request For Proposals

Turn-key AMI Installation & System Integration

- Please describe different topologies available (i.e, Mesh, Star, etc.)
- In a mesh network can you negotiate with other utilities like Electric for us to use their network?
- How are communications secured, between meter and collector, collector and MDMS, and if cloud based, between cloud and PGW?
- Labor
 - Please explain how much PGW manpower will be required in the following areas:
 - AMI & MDMS Design, Integration and Implementation
 - AMI Integration with current meter reading systems
 - Environment Setup, Installs, etc.
 - Data Analytics Support
- Security & Planning
 - Plan & design of security systems and protocols to securely transmit data within the network (See Appendix 1)
- Acceptance Testing – The entire control computer system, including all hardware and software, shall be subject to acceptance testing by PGW prior to any payments. 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. (See Appendix 2)
- User Training – A comprehensive training approach that will meet the needs of PGW system users is necessary. Procedure documentation, internal control documentation, and training manuals are required.
- Maintenance, Customer Service and Support

2.2.2 Project Requirements

AMI Equipment & Network Installation: The Proposer shall provide all necessary hardware and software to have an effective AMI network. The Proposer shall provide communications modules for gas meters, the communications network, and the AMI head end system responsible for the coordination of the communication to all of the devices. The Proposer shall be responsible for the inventory, storage, staging, and labor required for installation of the communication system. The Proposer shall determine placement strategies (i.e., RF propagation study) needed to meet or exceed the reading success rates guaranteed in the



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

proposal under section 2.2.4 (assuming all inside meters at 2ft below grade). The Proposer shall provide an estimated cost and reasonable time frame for building and integrating the AMI network covering 100% of the service area, independent of the number of endpoints installed.

Radio License (if applicable): The Proposer shall be responsible for obtaining all necessary licenses on behalf of PGW. Licenses shall be assigned to PGW. 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 PGW.

System Software and Integration: The Proposer will provide all software and licenses necessary to operate and interact with the AMI system components to obtain meter readings. The Software shall manage the database of meter readings and other system components. The software must interface to PGW's customer information and billing system.

- **Interface to Billing System:** The AMI system should automatically provide data, corresponding to all accounts in a billing cycle, meter reading route or other groupings presented to it, to the customer information system in a standard, nonproprietary format specified by PGW Information Services. PGW prefers that the proposed interfaces to CIS emulate existing interfaces used by PGW for meter reading, eliminating the need for PGW to amend its existing systems.
- **Database:** PGW 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 2014 or later or Oracle 12 or later. PGW shall be entitled to make copies of the software, including any third-party software, and any user manuals for backup and archival purposes.
- **Third-Party Software:** The Proposer shall own all software, except for commercial generic third-party packages used to support the Proposer's system. Proposer must secure sublicenses or direct licenses for all third-party software necessary for system functionality. All licenses, warranties, and support provisions must be indicated.

Prime Contractor: The selected Proposer will act as a "Prime" with overall responsibility for the proposal that addresses all of the requirements of the complete solution. The selected Proposer will be required to either meet all requirements themselves or establish partner/subcontractor relationships with other firms, as needed. The selected Proposer shall be fully responsible to PGW 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. Any and all subcontractors must be identified in the proposals.



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

2.2.3 REQUIREMENTS/DELIVERABLES

- A. Data Transmission Accuracy = 99.5% or greater
- B. Meter – All end-points shall be compatible with meters listed in section 2.1.2
- C. Endpoints – All endpoints must maintain a 20 year battery life with Data Collection Intervals of 2X per day at 12 hour intervals.
- D. All software licenses to be current, perpetual, non-exclusive and enterprise.
- E. All Proposers are required to submit the following attachments:
 - Estimated Project Timeline
 - Sample Contract for Purchase of Services
 - Sample License agreements

2.3 Term

The term of each contract with a successful Proposer shall be for a 4 year term, ending approximately August 31, 2022, with auto-renewal thereafter, subject to termination by PGW in any renewal period on thirty (30) days' notice.

2.4 Proposal Pricing

Each proposal must detail the cost to provide the relevant scope of services described herein. The pricing structure shall be provided in the format set forth in Attachment "C," for the approximate 4 year term of the contract with the successful Proposer and any renewal periods.

2.5 Proposer/Personnel Minimum Requirements

It's preferred that Proposers have a minimum of 5 years successfully providing Advanced Meter Infrastructure solutions to gas utilities.

The successful Proposer will provide personnel meeting the minimum following requirements:

- All workers shall be experienced and/or licensed in the relevant services that are the subject of this RFP.
- Prior to the commencement of services hereunder, Proposer shall provide PGW with verification that appropriate pre-employment screening (employment verification, drug testing, criminal background check, reference check) has been completed for each such person performing services hereunder, and that results acceptable to PGW in its sole discretion were obtained.
- Proposer shall utilize a labor force that will not lead to any stoppages, picketing or



Philadelphia Gas Works – Request For Proposals Turn-key AMI Installation & System Integration

other labor disturbances. Proposer's indemnification pursuant to this RFP shall include any claims or losses arising from any labor disturbance, including losses to PGW if a labor disturbance causes a stoppage by PGW's unionized forces.

2.6 Licensing

The Proposer will be authorized to do business in the Commonwealth of Pennsylvania and comply with all pertinent state and federal requirements, codes and regulations.

If Proposer is a "business" as defined in The Philadelphia Code, Section 19-2601, Proposer must have a valid business privilege license, issued by the City of Philadelphia's Department of Licenses and Inspections, to do business in the City of Philadelphia, prior to entering into any contract with PGW.

2.7 Information/Product

All reports, surveys, tables, charts, diagrams, design work, product recordings and other data (including electronic, audio and video) or documentation prepared or compiled by Proposer in connection with the performance of its obligations under the contract, shall be the sole and exclusive property of PGW. Proposer shall retain in its files, sufficiently detailed working papers relevant to its engagement with PGW. Proposer further agrees that its working papers will be held in the strictest confidence and will not be disclosed or otherwise made available to outside sources, except as required by law, without the written consent of PGW.

2.8 Confidentiality

Proposer must agree to keep confidential any and all information concerning the plans, operations or activities of PGW which may be divulged by PGW or ascertained by Proposer in the course of performing services under any contract with PGW. In the event Proposer is required to disclose confidential information pursuant to a subpoena, order of a court, or other legal process, Proposer shall, upon notice of such required disclosure and prior to disclosure, immediately notify PGW and allow PGW the opportunity to inspect the information subject to disclosure, and in the event such disclosure is objectionable under any standard or rule of the court, Proposer shall exhaust all legal means to prevent disclosure.

2.9 Minority Participation

PGW has established an anti-discrimination policy relating to the participation of Minority, Women, and Disabled businesses and persons (collectively, "DBEs") in contracts. The purpose of PGW's DBE policy is to provide equal opportunity for all businesses and persons and to assure that PGW funds are not used, directly or indirectly, to promote, reinforce, or perpetuate discriminatory practices. Proposers must complete Attachment B



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

(Demographic Survey), attached hereto and submit same with their proposals.

For this project, PGW has not established a goal for participation of DBEs. Each proposer must exercise its Best and Good Faith Efforts to include DBEs in its proposal. "Best and Good Faith Efforts" are those efforts, the scope, intensity and appropriateness of which are designed and performed to achieve meaningful participation of DBEs in the work described in this proposal. Proposer's desire to self-perform all of the work does not excuse proposer from its exercise of Best and Good Faith Efforts. In furtherance of such purpose, each Proposer may employ some or all of the following methods:

- Contact DBEs that reasonably could be expected to submit a quote and are available in the OEO Directory of Certified Firms before the proposal date and notify them of the nature and scope of the work to be performed.
- Break down or combine elements of work into economically feasible units to facilitate DBE participation.
- Work with trade, community, or other organizations that provide assistance in recruitment of DBEs.

2.10 Insurance

Proposer shall procure and maintain, at its sole cost and expense, insurance with companies carrying an A. M. Best's rating of not less than A- and acceptable to PGW, with coverage limits of not less than stipulated below. Philadelphia Gas Works, Philadelphia Facilities Management Corporation and the City of Philadelphia and their respective officers, employees, directors, boards, commissions and agents, shall be included as Additional Insureds on the General Liability, Automobile Liability and Excess/Umbrella Liability Insurance policies. An endorsement is required stating that Proposer's policies affording Additional Insured status will be primary to any other coverage available to PGW, PFMC, and the City of Philadelphia and their respective officers, employees, directors, boards, commissions and agents and any insurance maintained by PGW will be excess and non-contributory. No act or omission of PGW, PFMC, and/or the City of Philadelphia and their respective officers, employees, directors, boards, commissions and agents shall invalidate the coverage.

- **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY.** Workers' Compensation Insurance, as required by statute. Employers' Liability coverage is to be carried with minimum limits of \$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease-each employee.
- **GENERAL LIABILITY INSURANCE.** Commercial General Liability is required with limits of not less than \$1,000,000 for Bodily Injury and Property Damage Each Occurrence; \$2,000,000 General Aggregate; \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 Personal/Advertising Injury. The policy shall also cover liability arising from liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and Personal Injury



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

(including, but not limited to, coverage for defamation, malicious prosecution and slander). Products/Completed Operations must be included and maintained for at least three (3) years beyond completion of the work required by contract in accordance with the terms thereof. ISO Contractual Liability Limitation Endorsement #CG21391093 shall not apply to this Agreement. Such policy must contain a "Severability of Interests" clause. This insurance shall be excess over any other insurance, whether primary, excess, contingent or on any other basis that is available to the Proposer or its subcontractor covering liability for damages because of Bodily Injury or Property Damage for which the Proposer has been included as an Additional Insured. Philadelphia Gas Works, Philadelphia Facilities Management Corporation and the City of Philadelphia and their respective officers, employees, directors, boards, commissions and agents shall be included as Additional Insureds. The Additional Insured Endorsement(s) should also include Products/Completed Operations and "your work". ISO Endorsement CG20 37 07 04 or equivalent should be attached to policy. A copy of the actual Additional Insured Endorsement or policy wording is required.

- **AUTOMOBILE LIABILITY INSURANCE.** Business Automobile Liability covering all owned, non-owned and hired autos is required with limits of not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. Such policy must contain a "Severability of Interests" clause. Philadelphia Gas Works, Philadelphia Facilities Management Corporation and the City of Philadelphia and their respective officers, employees, directors, boards, commissions and agents, shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.
- **EXCESS/UMBRELLA LIABILITY INSURANCE.** Proposer shall provide evidence of Excess/ Umbrella Liability Insurance with limits of not less than \$9,000,000 in any one claim or occurrence. The Excess/Umbrella policy shall follow form and be excess of all underlying insurance required by this contract except Professional Liability/Errors & Omissions coverage as outlined below. Philadelphia Gas Works, Philadelphia Facilities Management Corporation and the City of Philadelphia and their respective officers, employees, directors' boards, commissions and agents shall be included as Additional Insureds. A copy of the actual Additional Insured Endorsement or policy wording is required.
- **PROFESSIONAL LIABILITY/ERRORS & OMISSIONS COVERAGE.** Evidence of Professional Liability/Errors & Omissions Insurance, including Cyber Insurance, must also be provided with limits of not less than \$3,000,000 Per Occurrence/Aggregate or Per Claim or Loss/Aggregate with a deductible not to exceed \$100,000. Errors & Omissions Insurance shall be applicable to any occurrence arising out of the performance of services pursuant to any statement of work between the parties and shall cover liability arising from information technology services, including but not limited to, intellectual property infringement, privacy infringement and, if applicable, software development services and computer or electronic information technology services. Under an occurrence form, coverage required shall be maintained in full force and effect under the policy during the contract period. Under a claim made form, continuous coverage is required. Should Extended Discovery Period or "tail" coverage be required in the event coverage is terminated, such coverage must be



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

maintained for a period of not less than three (3) years. This insurance shall be primary with respect to any other insurance or self-insurance programs afforded the Proposer.

ADDITIONAL PROVISIONS

Certificates of Insurance evidencing all required coverage shall be filed with PGW prior to the commencement of work. All certificates and policies shall contain a provision that coverage afforded will not be canceled or materially altered until at least thirty (30) days after prior written notice has been given to PGW.

It shall be the responsibility of the contractor to ensure that all subcontractors carry insurance of not less than coverage and limits specified herein, except to the extent that PGW's Director of Risk Management may agree to lower limits on a case by case basis depending on the nature of the subcontractor's work. Subcontractor must forward proper evidence of this compliance to Philadelphia Gas Works prior to the inception of any work.

Renewal certificates and policies, as required, shall be forwarded to Philadelphia Gas Works for as long as contractor performs the work as specified in this contract.

2.11 Indemnification

The Proposer will be required in the contract to indemnify, defend and hold harmless PGW, PFMC, the City of Philadelphia, and each of their respective officers, employees, directors, boards, commissions, and agents, from and against any and all losses, costs (including, but not limited to, litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by Proposer's act or omission or negligence or fault or the act or omission or negligence or fault of Proposer's agents, subcontractors, suppliers, employees or servants in connection with this Agreement, including, but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, intentional acts, failure to pay such subcontractors and suppliers, any breach of this Agreement, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret), regardless of the negligence of PGW, PFMC, and/or the City of Philadelphia. In any and all claims, suits and actions against PGW, PFMC and the City of Philadelphia, and their respective officers, employees, directors, boards, commissions and agents, by any employee of Proposer, any subcontractor, or anyone for whose acts Proposer and its subcontractor is liable, the indemnification obligation set forth in this section shall not be limited in any way by any limitation on the amount or type of third party damages, compensation or benefits payable by or for Proposer or any subcontractor under workers' compensation acts, disability acts, or other employees' benefit acts.

PGW does not indemnify.



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

2.12 Certificate of Non-Indebtedness

The Proposer will be required to certify and represent that Proposer and Proposer's parent company(ies) and subsidiary(ies) are not indebted (at the time of signing of the contract) to the City of Philadelphia, PGW or PFMC (collectively the "City"), and will not at any time during the term of the contract (including any extensions or renewals thereof) be indebted to the City, for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to PGW at law or in equity, Proposer acknowledges that upon any breach or failure to conform to such certification PGW shall have the right to, and may, at the option of PGW, withhold payments otherwise due to Proposer, and, if such breach or failure is not resolved to PGW's satisfaction within a reasonable time frame as specified by PGW in writing, this will offset any such indebtedness against said payments and/or terminate this Agreement for default (in which case Proposer shall be liable for all excess costs and other damages including reasonable attorney's fees resulting from the termination).

2.13 Non-Discrimination

Proposer shall not discriminate or permit discrimination against any person because of race, color, religion, national origin, sex or sexual orientation. In the event of such discrimination, PGW may, in addition to any other rights or remedies available under the contract, at law or in equity, terminate any contract with Proposer forthwith.

Proposer shall comply with the provisions of Title VII of the Civil Rights Act of 1964 (42 U.S.C. §200d *et seq.*), §504 of the Federal Rehabilitation Act of 1973 (29 U.S.C. §794), The Age Discrimination Act of 1975, (42 U.S.C. §6101 *et seq.*), Title IX of the Education Amendments of 1972, (20 U.S.C. §1681), and 45 C.F.R. Part 92, as they may be amended from time to time, which together prohibit discrimination on the basis of race, color, national origin, sex, handicap, age and religion.

Proposer understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in any contract of Proposer with PGW or from activities or services provided under such contract. As a condition of accepting and executing such contract, Proposer shall comply with all provisions of the Americans with Disabilities Act, 42 U.S.C. §12101 *et seq.*, and all regulations promulgated thereunder, as the Act and regulations may be amended from time to time, which are applicable (a) to Proposer, (b) to the benefits, services, activities, facilities and programs provided in connection with this Agreement, (c) to PGW, or the Commonwealth of Pennsylvania, and (d) to the benefits, services, activities, facilities and programs of PGW or of the Commonwealth.

Without limiting the generality of the preceding sentence, Proposer shall comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

promulgated under Title II of “The Americans with Disabilities Act,” as they may be amended from time to time, which are applicable to the benefits, services, programs and activities provided by PGW through contracts with outsider contractors.

2.14 MacBride Principles

Proposer certifies and represents that, to the best of its knowledge, (i) Proposer (including any affiliates under its direct control) does not have, and will not have at any time during the term of any contract with PGW (including any extension or renewal thereof), any investments, licenses, franchises, management agreements or operations in Northern Ireland and (ii) no product to be provided under any contract with PGW will originate in Northern Ireland, unless Proposer has implemented the fair employment principles embodied in the MacBride Principles.

In the performance of any contract with PGW, Proposer covenants that it will not utilize any suppliers, subcontractors at any tier (i) who have (or whose parent, subsidiary, exclusive distributor or affiliates have) any investments, licenses, franchises, management agreements or operations in Northern Ireland or (ii) who will provide products originating in Northern Ireland unless said supplier or subcontractor has implemented the fair employment principles embodied in the MacBride Principles. Proposer further covenants to include the provisions of this paragraph, with appropriate adjustments for the identity of the parties, in all subcontracts and supply agreements which are entered into in connection with the performance of any contract with PGW. Proposer covenants that it will cooperate with PGW and City’s Director of Finance in any manner which PGW and the said Director deem reasonable and necessary to carry out PGW’s and the Director’s responsibilities under Section 17-104 of the Philadelphia Code which embodies the requirements set forth in this section. Proposer understands and agrees that any false certification or representation in connection with this section and any failure to comply with the provisions of this section shall constitute a material breach of any contract with PGW entitling PGW to all rights and remedies provided therein or otherwise available in law (including, but not limited to, Section 17-104 of the Philadelphia Code) or equity. In addition, Proposer understands that false certification or representation in connection with this section is subject to prosecution under Title 18 Pa.C.S.A. Section 4904.

2.15 Governing Laws

Any contract entered into by PGW will be executed in and shall be governed by the laws of the Commonwealth of Pennsylvania.

2.16 Certain Required Disclosures

In accordance with The Philadelphia Code Title 17 Chapter 17-400, persons and entities who wish to provide goods and services to PGW must provide certain information about contributions they have made to elected City officials or candidates for City offices. All



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

Proposers must therefore complete Attachment A and include such completed Attachment with their proposal. Please note that the selected Proposer will be required to update such disclosure during the term of its agreement with PGW and for one year thereafter.



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

3 Instructions to Proposers

3.1 Proposal Preparation Requirements

3.1.1 Proposals must be prepared in English on 8 ½ x 11 inch paper with tabbed indexes separating the following seven (7) completed sections in the following order:

3.1.1.1 **Tab 1:** Transmittal letter.

3.1.1.2 **Tab 2:** Scope of Work. Proposals shall provide a scope of work addressing all the questions in Section 2.2.1, a work plan, procedures and a timeline sufficient to demonstrate Proposer understands and has the capabilities and processes in place to deliver the solution described in Section 0 in the timeframe required by PGW.

3.1.1.3 **Tab 3:** Completed Attachment C, proposal pricing (fully loaded).

3.1.1.4 **Tab 4:** Completed Section (Proposer Information) of this RFP. All Proposals must include the following information and be signed (at the end of Section) as follows:

3.1.1.4.1 If the Proposal is made by an individual, the Proposal must be signed by the individual, the individual's full name must be typed or printed under the signature line and the Proposal must include the individual's mailing address.

3.1.1.4.2 If the Proposal is made by a partnership, the Proposal must:

- a) be signed by at least one of the general partners with authority to bind the partnership and the name of the general partner must be typed or printed under the signature line;
- b) include the name and mailing address of the partnership; and
- c) attach a copy of the partnership agreement, or other document authorizing the general partner to sign the Proposal to bind the partnership;

3.1.1.4.3 If a corporation makes the Proposal, the Proposal must:

- a) be signed by the president or vice president of the corporation, and the secretary or treasurer must attest the signature and the names of the corporate officers must be typed or printed under the signature lines;
- b) include the name and mailing address of the corporation; and
- c) attach a copy of the corporation's by-laws or a corporate resolution authorizing the corporate officer signing the Proposal to bind the corporation.

3.1.1.4.4 If the Proposal is made by a joint venture, the Proposal must:

- a) be signed by all joint venture partners and the names of the joint venture partners must be typed or printed under the signature lines;



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

- b) include the name and mailing address of the joint venture; and
- c) attach a copy of the joint venture agreement or other documentation signed by each member of the Joint Venture and, if applicable, any documentation necessary to show that the individuals signing on behalf of each joint venture partner are authorized to bind the joint venture.

3.1.1.5 **Tab 5:** Qualification and Experience of Proposer. Proposers are strongly encouraged to list experience providing similar services.

3.1.1.5.1 Provide the names and resumes of each person who would be participating in this project;

3.1.1.5.2 Indicate whether the individual is a full time employee of Proposer's organization (and if so for how long) or a subcontractor. If the individual is a subcontractor, list the engagements (and the particular responsibilities on each engagements) that the subcontractor has previously worked for Proposer;

3.1.1.5.3 Indicate the areas of the project that each individual will be involved with or have responsibility for;

3.1.1.5.4 For each such individual, provide a reference list with phone numbers.

3.1.1.6 **Tab 6:** Prior Work Examples. Provide examples of the following documentation:

- Screen shots of prior implementations
- Examples of work implementing a similar solution to that described in Section 2.2 with other natural gas utilities
- List of billing systems with which the Proposer has integrated
- Technical and User Manuals
- Training Tools and Aids
- Available Reports
- Sample Project Plan
- Testing Procedures
- Change Management Process
- Project status Reports

3.1.1.7 **Tab 7:** Completed Attachments A and B, and any other attachments required to be completed under the RFP.

3.1.2 One (1) original Proposal, five (5) copies and two (2) CDs containing a searchable PDF readable by Adobe Reader 7.0 or higher of the proposal, must be submitted in a sealed



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

envelope or envelopes addressed to PGW Supply Chain Department, Philadelphia Gas Works, 800 W. Montgomery Avenue, Philadelphia, Pennsylvania 19122. The name and address of the Proposer must also appear on the face of the envelope. The PDF file name should be as follows: PROPOSER_RFP_ 32478.PDF where Proposer is your company name and 32478 is the PGW RFP ID number.

- 3.1.3 Failure to answer all questions completely and furnish all information required in these Proposal Documents may result in disqualification of the Proposer. PGW reserves the right to thoroughly investigate the financial status and experience of the Proposer.
- 3.1.4 It shall be the responsibility of the Proposer to deliver the Proposal and all other required items to the location specified in Section 1 of these Proposal Documents on or before the due date and time set forth in Section 1.1.
- 3.1.5 Oral communications from PGW personnel or other persons shall not be binding on PGW and shall in no way modify the provisions of the Proposal Documents. Official responses of PGW to inquiries regarding these Proposal Documents shall be issued by PGW in writing as addenda, and only such written responses shall be binding on PGW as modifications to these Proposal Documents.

3.2 Duration of Proposal

In consideration of PGW's evaluation of the submitted Proposals, each Proposer agrees that its Proposal shall be a firm offer to PGW, and shall remain open for acceptance by PGW for a period of at least one hundred and fifty (150) days beginning with the submission due date set forth in Section 1 of these Proposal Documents, as may be revised by addenda.

3.3 Proposer's Responsibility

The Proposer shall carefully examine the terms of the Proposal Documents and shall judge for itself all of the circumstances and conditions affecting its Proposal. PGW will endeavor to present accurate information, but Proposers are advised to independently verify the accuracy of any information received.



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

4 Proposer Information

4.1 Proposer

Submitted by:

[Please type or print]

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

The undersigned Proposer hereby submits to PGW this Proposal as described herein and in the attached documents.

4.2 Qualifications Statement

The Proposer represents and covenants that the Proposer is fully qualified to provide the requested services to PGW. The undersigned further swears and affirms that the information contained in this response is true, accurate and complete.

4.3 Business Experience

4.3.1 The following describes other points of service by Proposer and the companies for whom the services were provided. Proposer should include a reference contact at the described companies, and this contact should have direct, specific responsibility for the oversight of the program. In particular, the Proposer should describe all experience with projects similar to this project.



Philadelphia Gas Works – Request For Proposals

Turn-key AMI Installation & System Integration

4.3.2 The Proposer has operated under its current name since ____, a period of _____ years, and the Proposer (if such be the case) formerly operated under the following name:

www.english-test.net



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

- 4.3.3 Proposer must attach the resume of the manager which it anticipates will be the contact for the services required by this RFP.
- 4.3.4 The Proposer submits herewith the following list of three (3) persons or businesses, which have knowledge of the Proposer's ability to successfully perform the services for which this Proposal is submitted.

REFERENCE NO. 1

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Nature of Association: _____

REFERENCE NO. 2

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Nature of Association: _____



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

REFERENCE NO. 3

Name: _____

Firm: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Nature of Association: _____

4.3.5 The Proposer has not had an agreement canceled or terminated due, in whole or in part, to the fault of Proposer, or a default or breach of contract on the part of the Proposer. (If a contract or agreement has been canceled, please explain.)

4.4 Financial Information

4.4.1 The Proposer has () has never () [check one] had a bond or surety canceled or forfeited. (If the Proposer has had a bond or surety canceled, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.)



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

4.4.2 The Proposer has () has never () [check one] been adjudged bankrupt (Chapter 7), or petitioned the court for relief under the Bankruptcy Code or Act for either business reorganization (Chapter 11) or the Wage Earner's Plan (Chapter 13). If the response is in the affirmative, provide the following information:

4.4.2.1 Date petition filed

4.4.2.2 Case No. and jurisdiction

4.4.2.3 Amount of liabilities and debts

4.4.2.4 Date of discharge or successful completion of reorganization or wage earner's plan

4.4.3 The Proposer's bank references are:

	Name	Address
4.4.4.1.	_____	_____
4.4.4.2.	_____	_____
4.4.4.3.	_____	_____

The undersigned herewith submits a letter from

_____ indicating that the Proposer has an
(name of financial institution)

available working line of credit of no less than _____ Dollars
(\$_____), or other evidence of Proposer's capital sufficient to permit it to meet the obligations contemplated by its Proposal.

4.4.4 The undersigned hereby affirms that the Proposer is authorized to conduct business in the Commonwealth of Pennsylvania, and City of Philadelphia, or will obtain proper authorization to do so before executing an agreement and furnishing the required bond or letter of credit, if any.

4.5 General Litigation Disclosure

Proposer must describe any pending, contemplated or ongoing administrative or judicial proceedings material to Proposer's business, finances or products including, but not limited to, any litigation, consent orders, debarment or contracts with any local, state or federal regulatory agency issued to Proposer or to any parent or subsidiary of Proposer:



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

4.6 Business Organization Statement

4.6.1 General Information

Name of Firm [Exactly as it would appear on an agreement; if operating under a fictitious name, so indicate.]

Principal Office Address:

Telephone Number:

Form of Business Entity [check one]

- Corporation
- Partnership
- Individual
- Joint Venture



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

4.6.2 Corporation Statement

If a corporation, answer the following:

Date of incorporation: _____

Location of incorporation: _____

Is the corporation authorized to do business in Pennsylvania? Yes () No ()

If so, as of what date? _____

The corporation is held: Publicly () Privately ()

Furnish the name, title, and address of each director and officer of the corporation.

DIRECTORS

	Name	Address	Principal Business Affiliation Other than Proposer's Directorship
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

SHAREHOLDERS

	Name	Address	Number of Shares Owned
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____

OFFICERS

	Name	Position
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

4.6.3 Partnership Statement

If a partnership, answer the following:

Date of organization:

General Partnership () Limited Partnership ()

Partnership Agreement recorded? Yes () No ()

Date Book Page County State

Has the partnership done business in Pennsylvania? Yes () No ()

When? _____

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

	Name	Address	% of Ownership
1.	_____	_____	_____ %
2.	_____	_____	_____ %
3.	_____	_____	_____ %
4.	_____	_____	_____ %
5.	_____	_____	_____ %
6.	_____	_____	_____ %



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

4.6.4 Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____

Joint Venture Agreement recorded? Yes () No ()

Date _____ Book _____ Page _____ County _____ State _____

Has the Joint Venture done business in Pennsylvania? Yes () No ()

When? _____

Name, address of each Joint Venturer and percent of ownership of each:

	Name	Address	% of Ownership
1.	_____	_____	_____ %
2.	_____	_____	_____ %
3.	_____	_____	_____ %
4.	_____	_____	_____ %
5.	_____	_____	_____ %

4.7 Warranties by Proposer

- 4.7.1 The Proposer's Proposal has been completed to the best of the Proposer's ability, and the Proposer swears that all information contained herein is true, correct and complete to the best of the Proposer's knowledge, information and belief.
- 4.7.2 By submission of this Proposal, the Proposer acknowledges that PGW has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

information contained in the Proposal, and Proposer authorizes the release to PGW of any and all information sought in such inquiry or investigation.

4.7.3 Proposer expressly agrees and acknowledges that any response to this RFP, including written documents and verbal communication, regardless of how marked, is not confidential and may be subject to public disclosure by PGW, or any authorized agent of PGW, including but not limited to disclosure under the Pennsylvania Right to Know Law. Any materials submitted or ideas elicited in response to this RFP shall be the sole and absolute property of PGW, with PGW having title. By responding to this RFP, Proposer expressly waives any right to designate its response or parts thereof confidential, proprietary, a trade secret, or otherwise exempt from disclosure under any circumstance.

4.7.4 The Proposer declares by the submission of this Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded or agreed with any Proposer or anyone else to put in a sham Proposal or to refrain from proposing; that the Proposer has not directly or indirectly sought by agreement or communication to secure any advantage against PGW; anyone interested in the Proposal as principal are named within the Proposal; that all statements contained in the Proposal are true; that the Proposer has not directly or indirectly divulged information or data relative to the Proposer's Proposal to any other person, partnership, corporation, or association, except to such person or persons as have a direct financial interest in the Proposer's general business.

The foregoing Proposal is hereby submitted by the entity signing below in accordance with all terms and conditions as set forth in the Request for Proposals issued by PGW.

PROPOSER:

DATE: _____
(Corporate Seal if Applicable) _____ Name of Proposer

By: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

[Add signature lines as necessary below.]



5 Proposal Evaluation, Negotiation and Contract Award

5.1 Disqualification of Proposers

- 5.1.1 If more than one Proposal is received from any individual, firm, partnership, corporation, or association, under the same or different names, said Proposals will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal will cause the rejection of all Proposals in which such Proposer is interested. If there is reason to believe that collusion exists among Proposers, none of the participants in such collusion will be considered. Similarly, unsolicited proposals may not be considered.
- 5.1.2 No Proposal shall be received from, or contract awarded to, any PGW or City employee or official who may have any direct or indirect interest in such submitted Proposal or contract.

5.2 Qualification of Proposers

- 5.2.1 PGW will carefully consider the Proposer's qualifications, proposed financial consideration, experience, financial responsibility proposed scope of services, and timeline in evaluating each Proposal. In PGW's evaluation, the Proposal as a whole may bear more weight than the individual parts of the Proposal.
- 5.2.2 Following PGW's review of the submitted proposals, PGW may select one or more Proposers with which to negotiate. PGW shall notify Proposer(s) of selection for negotiations. The date that the Proposer's receipt of the notification is confirmed by PGW, is referred to herein as the "Notification Date."
- 5.2.3 Respondents to this RFP are subject to Philadelphia Code (Chapter 20-600) and the Pennsylvania Ethics Act (65 P.S. Section 401 et.seq.) All respondents are required to disclose any potential conflict caused by PGW or City employees having a financial interest in the entity entering into a contract or agreement with PGW.

5.3 General Reservation of Rights

- 5.3.1 This RFP and the process it describes are proprietary to PGW and are for the sole and exclusive benefit of PGW. No other party, including any respondent to this RFP or future Proposer to any RFP which may be issued by PGW, is intended to be granted any rights hereunder.
- 5.3.2 PGW reserves the right to reject as informal or non-responsive any Proposal that, in PGW's sole judgment, is incomplete, is not in conformity with applicable law, is not responsive to this RFP, or contains ambiguities or services not called for by this RFP.



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

5.3.3 Without limiting the generality of any other provision of this RFP, PGW reserves the right, at any time prior to execution of an agreement with the successful Proposer, to exercise all or any of the following rights and options, which rights and options PGW may exercise to the extent that PGW, in its sole discretion, deems to be in its best interests:

- 5.3.3.1 To request additional or supplemental information (including but not limited to information inadvertently omitted by any Proposer in response to this RFP) from any or all Proposers;
- 5.3.3.2 To accept or reject, at any time prior to its execution of an agreement, any or all Proposals or any part thereof submitted in connection with this RFP;
- 5.3.3.3 To accept or reject any or all of the items in any Proposal and award the contract in whole or in part if it is deemed in PGW's best interest to do so;
- 5.3.3.4 To waive any informality, defect, non-responsiveness, or derivation from this RFP that is not, in PGW's sole judgment, material to the Proposal;
- 5.3.3.5 To negotiate unacceptable provisions incorporated within an otherwise acceptable Proposal submitted in response to this RFP;
- 5.3.3.6 To reject without evaluation any Proposal that is incomplete, unclear, conditional, or which contains irregularities of any kind;
- 5.3.3.7 To reject any Proposal that in the sole discretion of PGW is not in the best interest of PGW;
- 5.3.3.8 To re-issue this RFP without change or modification;
- 5.3.3.9 To issue a subsequent RFP for this project with terms and conditions that are substantially different from the terms and conditions set forth in this RFP;
- 5.3.3.10 To cancel this RFP with or without issuing another RFP;
- 5.3.3.11 To supplement, amend, substitute, or otherwise modify this RFP at any time prior to execution of a final agreement with a Proposer;
- 5.3.3.12 To reject the Proposal of a Proposer that, in PGW's sole judgment, has been delinquent or unfaithful in the performance of any contract with PGW, or is financially or technically incapable of performing the services required in this RFP, or is otherwise not a responsible Proposer;



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

- 5.3.3.13 To permit or reject, at PGW's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of Proposals by some or all of the Proposers following Proposal submission;
- 5.3.3.14 To request that some or all of the Proposers modify Proposals or provide additional information following evaluation by PGW;
- 5.3.3.15 To conduct such investigations as PGW considers appropriate with respect to the qualifications of any Proposer and/or any information contained in any Proposal;
- 5.3.3.16 To request clarifications of any unclear Proposal;
- 5.3.3.17 To negotiate simultaneously, or otherwise, with one or more Proposers;
- 5.3.3.18 To discontinue and resume negotiations with one or more Proposers;
- 5.3.3.19 To rescind its rejection of any Proposal(s) and negotiate (or resume negotiations) with a previously rejected Proposer;
- 5.3.3.20 To not proceed with the process described in this RFP, or to change any time schedules set forth herein;
- 5.3.3.21 To not enter into an agreement pursuant to this RFP.

5.3.4 PGW intends to enter into contract negotiations with the selected Proposer. However, PGW reserves the right to terminate any negotiations at any time or conduct simultaneous, competitive negotiations with multiple Proposers. PGW reserves the right to negotiate acceptable terms in an otherwise unacceptable Proposal. Such negotiations may result in changes to material terms of this RFP; in such event, PGW shall not be obligated to inform other Proposers of the changes, or permit them to revise their Proposals accordingly, unless PGW, in its sole discretion, determines that doing so and permitting such is in PGW's best interest. Should negotiations not prove satisfactory with the recommended Proposer(s), PGW reserves the right to discontinue negotiations with the recommended Proposer(s) and additional firms may be asked to enter into negotiations or PGW may solicit new Proposals or issue a new Request for Proposals.

5.4 Award

5.4.1 PGW intends to award the agreement to the Proposer whose Proposal best satisfies the scope of services described in Section 0 and is otherwise in the best interest of PGW. The determination of award shall be made by PGW, in its sole discretion, which decision shall be final. PGW may employ such analysis techniques and professional consultants for Proposal evaluation as it deems necessary. PGW may request submission of additional information to assist it in evaluating a Proposal, and the Proposer shall cooperate fully with such request. The contract resulting from this RFP will be awarded to the qualified Proposer whose Proposal PGW believes will be the most advantageous to PGW. PGW may condition an award on the successful Proposer's agreement to such



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

terms and conditions as required by PGW including, but not limited to, PGW's indemnification.



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

ATTACHMENT A. REQUIRED 17-1400 DISCLOSURE

In accordance with the City of Philadelphia's contract reform legislation, codified as The Philadelphia Code Title 17 Chapter 17-1400, persons and entities who wish to provide goods and services to PGW must provide certain information about contributions they have made to elected City officials or candidates for City offices. Please note that, if selected, you will be required to update such disclosure during the term of your agreement with PGW and for one year thereafter.

Therefore, the following information must be provided to PGW:

1. Did you use any consultant with respect to this RFP or the contract at issue within the prior one year period? If so, you are required to list (in an attachment hereto) the following information for each such consultant: (i) name, (ii) business address, (iii) business phone number and (iv) amount paid or to be paid. YES NO

As used herein, the term "consultant" means any person or entity used to assist you in obtaining a contract through direct or indirect communication with the City, PGW, any City Agency or any officer or employee of any of them, if such communication is undertaken by the person or entity for payment.

2. Have you or any consultant disclosed above made any contributions of money or in-kind assistance within the prior two year period to (i) any candidate for nomination or election to any public office in Pennsylvania, (ii) any individual who holds any such office, (iii) any political committee or state party in Pennsylvania or (iv) any group, committee or association organized in support of any such candidate, office holder, political committee or state party in Pennsylvania? If so, you are required to list (in an attachment hereto) the date, amount and recipient of each such contribution. YES NO

For purposes hereof, (i) contributions made by a person's immediate family shall be deemed contributions made by that person and (ii) contributions made by an entity's affiliate or an officer, director, controlling shareholder or partner of an entity's or such entity's affiliate shall be deemed contributions made by that entity.



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

3. Do you intend to use any subcontractors on this contract? If YES NO
so, you are required to list (in an attachment hereto) the following information for each such subcontractor: (i) name, (ii) business address, (iii) business phone number and (iv) amount or percentage to be paid.

4. Within the prior two year period, has any City or PGW officer or employee asked (i) you, (ii) any of your officers, directors or management employees or (iii) any person or entity representing you, to give money, services, or any other thing of value to any person or entity? If so, you are required to list (in an attachment hereto) the following information for each such officer or employee: (i) name, (ii) title, (iii) date of request, (iv) amount requested and (iv) amount of any payment made in response to request (other than contributions listed under (2) above).

5. Within the prior two year period, has any City or PGW officer or employee directly or indirectly advised (i) you, (ii) any of your officers, directors or management employees or (iii) any person or entity representing you, that a particular person or entity could be used by you to satisfy any goals in this RFP or contract for the participation of minority, women, disabled or disadvantaged business enterprises? If so, you are required to list (in an attachment hereto) the following information for each such officer or employee: (i) name, (ii) title, (iii) date of advice and (iv) name of person or entity they advised could be used to satisfy such goals.

The undersigned hereby certifies that the information provided herein is true and correct as of the date set forth below.

Signature: _____

Title: _____

Name of Entity: _____

Date: _____
(Please Print)



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

ATTACHMENT B. DEMOGRAPHIC SURVEY

A key tenet of PGW's practice of good corporate citizenship is its commitment to the use, non-discrimination against and development of qualified minority, disabled and women vendors and to non-discrimination in employment.

In an effort to insure the full inclusion of all segments of the American population, PGW is requesting that the following information be returned with your proposal:

A. Does your organization have a written program which addresses the utilization of minority business enterprises (MBE), disabled business enterprises (DBE) and women enterprises (WBE) in the manufacturing, distribution of servicing of your product(s)? If so, please furnish a copy of your program. Please provide statistics of MBE, DBE and WBE in (1) manufacturing, (2) distribution, and (3) service for the past two years.

COMMENTS: _____

B. Does your organization foster economic growth and development by providing procurement opportunities to MBE/DBE/WBE firms as material suppliers, contractors, sub-contractors, etc? If so, please furnish a copy of your company policy or directive.

COMMENTS: _____

C. Does your organization have an Affirmative Action Equal Employment Opportunity Policy? If so, please furnish a copy of this policy.

COMMENTS: _____



Philadelphia Gas Works – Request For Proposals

Turn-key AMI Installation & System Integration

D. Please furnish data depicting the composition of your work force by ethnic group gender and their appropriate titles/job classifications.

As a socially responsible entity, PGW seeks to insure that its business partners are committed and dedicated to the practice of including all segments of the American population in their business practices. Accordingly, the information requested above must be provided or your proposal may be rejected as non-responsive.

If the information was provided to PGW within the past twelve months, please check here:



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

ATTACHMENT C. PRICING SCHEDULE

Vendor Name: _____

Instructions:

Proposer may add rows for additional items. Complete Separate Price Attachments for different systems offered. (Ex: SaaS, NaaS, Cloud or On-Premise)

Endpoint Unit Price (Hardware):

(Please provide a breakdown of endpoint cost based on type and any bulk purchasing discounts)

Communication Network (100% coverage) :

Hardware Cost:

(Provide all necessary hardware cost associated with the Network)

Installation Cost:

(Provide pricing for vendor to contract installation of Network hardware. Including but not limit to obtaining lease agreements, electrical installation, back haul communications equipment and all network hardware)

Software Cost:

(Provide all one time Software costs associated with the Network)

Network Integration:

(Provide cost per hour, estimated hours and any other costs associated to integrating the AMI network with PGW enterprise services)

Recurring Operating Costs:

(Provide all recurring costs associated with operating the network e.g. license fees, cloud fees, electric and communication bills, maintenance options Hardware/Software)

SLA (Tiers 98%-100% daily reads):

(Provide tiered pricing for Service Level Agreements based on stated daily read percentage along with sample SLA's)

Project Management:

(Provide an itemized project management costs for the duration of the project)

Administration Costs:

(Provide if any administration cost outside of the Project Management scope)

Optional:

(Provide any optional services not required to complete or operate the AMI network)



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

APPENDIX 1. Data Security Requirements

The consideration of Information Security is of prime importance in this contract. Accordingly, all employee and/or customer specific information must be encrypted to ensure that it remains private and protected while at rest and in transit. Therefore, data being sent from PGW to The Proposer as well as data being retrieved from The Vendor by PGW must be exchanged via an encrypted and secure connection. PGW and The Proposer will ensure in-transit information security by minimum TLS v1.1 or SFTP.

The Proposer will not store PGW data on any systems not directly supporting PGW's hosted solution or for a term longer than outlined in the contract between The Proposer and PGW.

While under the control of The Proposer, PGW data must be encrypted and secured from The Proposer's employees, business partners and all other parties. If there are exceptions to this rule the identity of each party must be delivered to and approved by PGW prior to the implementation of any exception. Changes to this exception list due to the deletion or addition of parties excepted by this rule must be formally requested by The Proposer and approved by PGW before the exception can be implemented.

PGW requires the yearly delivery of the following documents to help ensure the security and integrity of its employee and customer information:

- An Infrastructure Diagram describing the hosting site and information controls therein
- A Disaster Recovery Plan document describing the activities taken to recover the system when the hosting site becomes unavailable or unusable
- A Security Incident Response Plan document describing the activities taken if a data breach occurs on the hosted site
- The SAS 70 Service Auditor's Report, including Types I and II, containing information about the design and effectiveness of controls along with testing and compliance evaluation information.



APPENDIX 2. Testing and Acceptance Standards

In order to improve the quality of software and software-intensive products and to reduce uncertainties (risks) in the software acquisition (engineering and deployment processes) and in the final software product, PGW considers testing and other quality-related measures to be performed at every stage of the software acquisition process. These quality-related measures include the following:

Software Development Plan

PGW will require the successful Proposer to certify (in writing) that the software/hardware solution provided by the Proposer conforms to the requirements of the software product's users and stakeholders and it is free of defects. The Proposer must, prior to the acceptance, submit the Software Development Plan for PGW's review and comment. The Software Development Plan shall describe the Proposer's approach to the software development, that includes the tools, techniques and standards to be used for development, unit testing and component testing; integration tools and techniques used to insure the integrity of system builds; and the methods and tools used to manage defect reports and analysis. The Software Development Plan should be comprehensive in nature and must assure that each software component and the solution as a whole meets the functional specifications, as defined and agreed to in the scope of work. The Software Development Plan shall describe the unit tests to be performed by the Proposer on the individual components within each module included in the solution. The unit-tested components of the "Solution" must be free of defects.

System Testing

After all components of the solution have been individually tested and certified by the Proposer, the solution will be available for testing to PGW. The successful Proposer is responsible, in conjunction with PGW's Quality Assurance (QA) Team and subject matter experts, for System Testing of the entire solution and its interfaces to assure the product's readiness for PGW User Acceptance Testing. If applicable, sufficient Performance Testing has to be accomplished to assure that the solution meets the performance requirements as defined in the scope of work. Any defects found during the System Testing, to be the result of the solution components provided by the Proposer, must be fixed by the Proposer in accordance with SLA defined in the scope of work.

User Acceptance Testing

The PGW Business Users and QA Team will be responsible for conducting User Acceptance Testing, with the Proposer's assistance. The solution and services provided shall not be finally accepted unless and until all Services and Deliverables required under the contract have been completed, delivered and signed off by PGW as being in conformance with the requirements of the scope of work and the terms and conditions of the contract. Once the successful Proposer and PGW have agreed that the solution is ready for user acceptance testing, PGW will have to complete all User Acceptance Testing and either accept or reject the solution in part or in whole. During User Acceptance Testing, the Proposer will have 5 calendar days to correct any reported defects identified by PGW. If a defect has not been corrected in 5 days, PGW at its reasonable discretion will have the option of stopping User Acceptance Testing until all reported defects



Philadelphia Gas Works – Request For Proposals
Turn-key AMI Installation & System Integration

have been corrected. If PGW should identify a significant problem (one which would prevent the solution from being deployed to production) during the final 2 weeks of User Acceptance Testing, all testing activities will be halted until the defect is corrected.

Testing Tools

To track, manage, and address the “Solution” testing, PGW will utilize an internal electronic Defects / Requirements Tracking System (currently, Quality Center). If agreed upon, the Proposer shall provide an electronic version of the test cases and test scripts in the format that can be used to import the mentioned documents into the PGW’s Defects / Requirements Tracking System to facilitate User Acceptance Testing conducted by PGW.

Testing Standards

All applicable testing documentation, such as Test Plan, Test Design Specification, Test Case Specification, Test Procedure Specification, Test Log, Test Incident Reports, Test Summary Report, etc., provided by the successful Proposer, must conform to the IEEE 829 standard.



APPENDIX 3. Architectural Standards

The proposal must include a functional view of the proposed solution architecture. The functional view should provide an overview of the system's design philosophy, the runtime functional elements and/or components. This functional view should clearly demonstrate how the system will perform the functions required in this RFP, including the key functional elements, their responsibilities, the interfaces they expose and the interactions between them.

External interfaces: External interfaces should describe the data and control flows between the system and others (both internal and external to PGW).

Data flow can be inward and / or outward and the functional view must include a description of the data flow and the mechanism of data exposure and consumption. PGW generally supports secured FTP, Database connectivity and secured Web Services (SOAP and Restful). Interface definitions need to include both the interface syntax (structure of the request) and semantics (its meaning or effect).

System Structure: The system structure should outline the internal elements and their functionalities and how they interact with each other. This should be able to depict a picture of the system's quality properties such as availability, resilience, ability to scale and security.

Design Philosophy: The architecture of the proposed solution should adhere to sound architecture design principles with respect to the following:

- I. **Separation of concerns:** To what extent is each internal component responsible for a distinct part of the system's operation?
- II. **Cohesion:** To what extent are the functions provided by a component relate to each other and the overall coherence of the elements.
- III. **Coupling:** To what extent do changes in one module affect others?
- IV. **Functional flexibility:** How amenable is the system to supporting functional changes?

Deployment Considerations: The proposal should include a description of the environment into which the system will be deployed, including capturing the dependencies the system has on its runtime environment. This should include the hardware environment that the system needs - primarily the processing nodes, network interconnections, disk storage requirements, the technical environment requirements for each component and the mapping of the software elements to the runtime environment that will execute them.