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City of Santa Fe Springs

REQUEST FOR PROPOSALS

Utility Billing Software and Implementation Services

(REVISED MARCH 6, 2024)

KEY RFP DATES:

The schedule below is tentative and subject to change at the discretion of the City, with appropriate notice to prospective firms.

Issue Date:	Thursday, February 1, 2024
Pre-Bid Meeting (Mandatory):	Tuesday, February 20, 2024 at 10 am PST
Deadline for Questions:	Wed., February 28, 2024 at 10 am PST
Proposal Due Date:	Thursday, March 21, 2024 at 2 pm PST Thursday, April 4, 2024 at 2pm PST

REQUEST FOR PROPOSAL

Utility Billing Software and Implementation Services

KEY RFP DATES:	i
Section I - Definitions	1
Section II - General Information and Background	1
A. General Information	1
B. Opportunity	2
C. Background	3
Section III - Scope of Work	5
A. Overview	5
B. System Solution	6
C. Implementation Services	7
Section IV - Proposal Guidelines and Logistics	9
A. Key Dates	9
B. Pre-Qualifications	9
C. Proposal Format	9
D. Proposal Submittal	13
E. Proposal Rating and Evaluation	13
F. Insurance and Indemnification Requirements	14
G. Business License	14
H. Right to Reject Bid	14
I. Use of Vendor Proposal and Accompanying Material	15
J. Obligation to Contract	15
K. Proposal Preparation Costs and Expenses	15
L. Form of Agreement	15
M. Disclosure of Information	15
N. Ex-Parte Communications	15
O. Public Records Act	16
Appendix A – Water Rate Schedule	17
Appendix B – Requirements Work Sheets	19
Appendix C – Insurance Requirements	20
Appendix D – Proposal Checklist	24

Section I - Definitions

For the purposes of this RFP, the following terms shall have the meanings indicated:

- I. "City" means the City of Santa Fe Springs
- II. "City Council" means the Council of the City of Santa Fe Springs
- III. "Bidder", "Vendor", "Proposer", "Vendor", "Contractor", and "Subcontractor" are used interchangeable throughout this invitation to mean the person, firm, or corporation or other entity submitting a Proposal in response to the Request for Proposal.
- IV. "UB" means Utility Billing application.

Section II - General Information and Background

A. General Information

The City of Santa Fe Springs (City) requests proposals from vendors to provide Utility Billing (UB) software and implementation services. Section III of this RFP provides information regarding the City's specific needs.

To ensure prospective vendors receive the most up-to-date information regarding this project, the City is hosting a pre-bid meeting on **Tuesday, February 20, 2024, at 10 am PST**. The meeting will be held via Zoom. Information to join the meeting can be found below:

Meeting link:

<https://us02web.zoom.us/j/85666077414?pwd=ZVpLM0NPQ0IYV0tiNTFiWC9GYVlrQT09>

Meeting ID: 856 6607 7414

Password: sfs1950

Although participation in this meeting is non-mandatory, prospective vendors are highly encouraged to attend. Prior to starting the meeting, the City will log each attendee's name, business they are representing, and email address.

This meeting has been scheduled for one (1) hour. A limited number of questions will be accepted during the meeting; however, attendees are highly encouraged to submit questions electronically following the method described below so that the City can provide a written response.

All questions/inquiries relating to this Request for Proposal (RFP) should be submitted to:

Micah Herd

Procurement Manager

Finance Department

micahherd@santafesprings.org

Questions/inquiries must be received by Wednesday, February 28, 2024, at 10 am PST. The City will not respond to any request submitted after this date/time.

Proposals must be submitted via email by ~~Thursday, March 21, 2024, at 2pm PST~~ Thursday, April 4, 2024, at 2pm PST. Proposals submitted after this time will be deemed late, and the City reserves the right to reject acceptance. Vendors are highly encouraged to submit well before the deadline to avoid technical difficulties. Proposals should be emailed to micahherd@santafesprings.org by the deadline.

Proposals should be addressed to:

**Lana Dich
Director of Finance & Administrative Services**

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from interested vendors or to allow corrections of errors or omissions. The City reserves the right to retain all proposals submitted. Submission of a proposal indicates acceptance by the Providers of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the selected software vendor. There is no expressed or implied obligation for the City to reimburse responding vendors for any expenses incurred in preparing bids in response to this invitation. The City reserves the right without prejudice to reject any or all bids.

B. Opportunity

The City of Santa Fe Springs is soliciting proposals for a new utility billing application and the services required to implement this software successfully. The Vendor will be expected to provide software, professional services, and deliverables and provide expert guidance and assistance to the City staff involved with this project.

The City is releasing this Request for Proposal to cover the following software modules:

- **Water Customer Information**
- **Water Billing**
- **Meter Inventory Management**
- **Online Customer Portal**
- **Print/Mail Services**

The City is also soliciting Vendors to implement the selected software. The City desires one Vendor to be the prime contractor and prefers the software vendor to be the prime. A Vendor may issue a joint bid with a third party to implement the software if a proven track record of working together can be demonstrated in the proposal.

C. Background

City of Santa Fe Springs

The City of Santa Fe Springs (hereinafter referred to as “City”), incorporated in 1957 under the general laws of the State of California and is a commercial center and residential city located within the southeast area of Los Angeles County. The City provides a full range of municipal services including public safety (police services contracted with the City of Whittier), street construction and maintenance, water services, community and recreational programs, public infrastructure improvements, planning & zoning, and general administrative and support services. The City occupies a land area of 8.9 square miles and serves a population of 18,260.

Current Systems Overview

The City is currently using a legacy system developed in the late 1980s. While the actual calculation of water bills is automated, the system is heavily dependent on phone calls, manual lists, spreadsheets, emailed PDFs, texts, and shared network folders for the following basic activities:

- Citizen communications
- Water bill adjustments
- Account turn-ons and turn-offs
- Water meter reads
- Field work scheduling – including rechecks and repairs
- Meter inventory
- Temporary meter tracking and usage
- Payments and deposits
- Payment plans and payment assistance programs
- Integration with the City’s Cashiering System, General Ledger and Accounts Payable (Tyler Munis)

Very little information is available online to citizens, who can only see their current bill balances on the Paymentus portal. The City currently responds to 125-150 billing inquiries per month, many of which should be able to be answered through information available on an online portal.

The City would like to partner with a vendor that can bring best practices and application functionality to streamline and automate the manual business processes detailed above. Management, internal staff, vendors, and the public all have greater needs than the current environment can reasonably address. All interest groups need better access to data and information and must be able to meet the increasing demands of a technology-centric environment.

Key statistics are as follows:

- 3,000 residential accounts
- 4,000 commercial accounts

- 7,200 active meters
- 6 - 9 internal users

Water usage is billed on a bi-monthly billing cycle – each account is billed every other month; however, the City bills one-half of the total accounts each month on an alternating schedule. The City also bills some water routes for two (2) adjacent cities – Norwalk and Downey, that must have separate reporting. Miscellaneous billings, such as water service repairs, penalty/late fee notices, final bills, backflow testing, paramedic billing, etc., are billed as needed. Water usage is billed on a tiered rate structure, shown in [Appendix A](#). No changes to this rate structure are anticipated in the next 12 months.

The City would like to differentiate its water accounts better, with more differentiation within residential and commercial accounts. The City would also like to distinguish between water services – regular domestic, fire, and irrigation services.

The City would like to explore using this new system for back-flow devices, including scheduling, surveying, testing, tracking tester data, testing results, billing fees, and generating reports for follow-up testing.

The City reads all water meters manually and is also pilot-testing the use of AMI metering technology. The full AMI meter replacement project is anticipated to start in 2025.

Almost all bills are printed and mailed from the City using very old technology. A small amount (approximately 200) are printed, and then scanned and emailed to residents that have been pre-qualified for this service. The City would like to move to an outsourced print and mail service for all utility bills and expand electronic mail services.

Water payments are accepted through the Paymentus portal, which includes IVR payments. Automated payments are processed through Bank of the West (now BMO) and are manually imported into the legacy system. In-person payments are processed through the Tyler cashing System. The City does not use a lockbox for water payments.

At a minimum, the City expects the vendor to integrate their solution with the following products and solutions already in place:

- Sensus Meters – with manual meter reads
- AMI metering technology (a prototype program for automated reads)
- GoGov – Citizen facing portal for service requests
- Paymentus – for water payments and IVR services – the City would like to expand the use of Paymentus or move to another more fully functional payment portal
- iWorqs – the work order system used by Public Works for work orders, fleet management and permitting
- ESRI Global Information System (GIS) software - Google Maps
- Bank of the West – now BMO

- Tyler Munis Cashiering
- Tyler Munis, General Ledger
- Tyler Munis Accounts Payable
- Collection Agencies – not used at this time
- Third-party print and mail services – not used at this time

Infrastructure

The City's network consists primarily of a combination of Dell, Cisco and Brocade Routers and Switches. Remote sites are connected back to City Hall via TCP/IP over a Fiber network. The City is a Microsoft based environment. The City's servers operate on the Windows 2012 Server operating system. The mini-computer that houses the current legacy Utility Billing and Payroll applications runs on Hewlett-Packard's 3000 platform. The data is stored on a database system that is native to the 3000's platform only.

Desktop

The City's desktop environment consists primarily of Hewlett Packard PCs running Windows 10 and Windows 11. The systems typically run Google Chrome. The standard productivity software package is Microsoft Office 2016 Professional Edition.

Website

The City's website is hosted offsite by reVize. The website is managed using the ReVize Website Management System.

Other Items for Consideration

The City will encourage process improvement and best practices strategies and desires implementing the standard functionality and best business practices embedded in the software.

The City prefers to award the resulting contract from this RFP to a single vendor but reserves the right to a partial award, including the right to a partial award to multiple vendors.

Proposals submitted in response to this RFP, including the bidder's responses to the Requirements matrices, will be included as part of the final contract terms for the selected bidder.

The City is looking to the Vendor to determine the appropriate implementation timeline.

Section III - Scope of Work

A. Overview

The City of Santa Fe Springs wishes to procure and implement an integrated suite of applications that will meet the City's current needs and allow for growth to meet future needs. The selected Vendor is expected to have demonstrated the necessary experience

and expertise to provide software and provide the resources needed to implement the selected software.

1. The City prefers a cloud-based hosted system.
2. The solution bid must specify all required software, hardware, and professional services to meet the requirements defined by the City within this Request for Proposal.
3. The City prefers that the software be comprised of a set of integrated modules offered by a single vendor. If multiple Vendors' software is proposed to meet the City's requirements, the Vendors must demonstrate that they have successfully implemented these modules in another public agency.
4. The Vendor must provide implementation services as part of this solution with ongoing support as needed once fully implemented.
5. A Vendor may joint bid with a third party to implement the software if a proven track record of working together can be demonstrated in the proposal.
6. The City prefers to contract with the Software Vendor as the prime contractor. If the Software Vendor wishes to use an integration partner, the City would prefer that the integration partner be a subcontractor to the Software Vendor. The City will reserve the right to accept or reject any proposed integration partners while retaining the Software Vendor's solution.
7. The City desires software that does not require custom code modifications; instead, it is looking for "configurable" software to meet its needs.
8. The City desires an online portal that will provide an easy mechanism for their residents and businesses to work with the City.

B. System Solution

The Vendor should give an overview of the complete proposed solution to the City. This overview should discuss the functionality proposed within the Vendor's system and describe interface points to the City's current legacy systems. The City's goal is to implement improved business practices to fully use the selected Vendor's software internal functionality for the basic water billing functions listed above in the current system overview.

The Solution Overview should include the following elements:

1. A discussion of the summary of the applications that are being proposed.
2. Descriptions of the proposed integrations with the City's current applications.
3. Built in best practices and workflows that the City of Santa Fe Springs can utilize "out of the box."
4. Discussion of your company's knowledge and support of water conservation legislation from the State of California.
5. Descriptions of your training methodology – in person, remote, online, documentation etc.
6. Descriptions of your account support, including online help, technical support, conferences, user groups, etc.

7. Describe your recommendations for print and mail services through known partnerships.
8. Key elements that you believe differentiate your solution from other competitors.

In addition to the Solution Overview, the City has prepared a listing of Detailed Requirements in an Excel spreadsheet to meet the modules defined above. Each Bidder must complete these spreadsheets to be deemed a responsive proposer. These spreadsheets are critical in determining whether a Vendor meets the core needs of the City. Each Vendor should completely and accurately respond to each requirement, as the Vendor's responses to these requirements will form the basis for the Vendor contract and the implementation process. Scoring for the Requirements spreadsheets are contained in [Appendix B](#).

C. Implementation Services

The City is requesting implementation services as part of this proposal. The Vendor is requested to identify all key tasks required to successfully implement the software. At a minimum, the Vendor should propose services to include the following:

Project Management Services

The Vendor shall assign a project manager who will coordinate all project activities related to software installation and implementation to work under the direction of the city-designated Project Manager. Project Manager must be at a minimum a half-time resource and must have at least three (3) years of experience in providing project management services to government entities for the software proposed.

Implementation Planning

The City requires that each Proposer provide an Implementation Plan detailing the required tasks, major deliverables, estimated hours for the Vendor and City staff, key responsibility for the task and the timing. The plan should, at a minimum, cover the following:

- Workflow design and configuration
- Application configuration
- Application security design and implementation
- Design and development of forms, reports and queries
- Application Testing and Acceptance Testing
- End User Training (train-the-trainer approach not acceptable)

Systems Integration

The Vendor should define which interfaces are anticipated to be required and how interfaces would be accomplished based on the needs described above and in the detailed requirements. The Proposal should identify what methods will be used to gather and document the key interface requirements and then implement those requirements.

Testing Approach

The Vendor should identify the approach to ensure all application configurations are tested and ready to go live. This would include initial application unit, system, and volume/stress testing, as well as user acceptance testing. The Vendor should also clearly delineate the City's responsibilities related to all testing activities.

Training Plan

The Vendor will be responsible for training the City's Core Project Team and all City personnel determined to be end users of the software. The Vendor shall instruct the key personnel in the use and operation of the system. It is anticipated that approximately ten (10) staff would require training.

The Vendor shall provide all needed training materials and offer suggestions for keeping the software updated with the latest upgrades (e.g., vendor-prepared videos).

Documentation

The Vendor should describe the software documentation, context help screens, or other system documentation available with the proposed solution.

Final System Deployment and Go Live Support

The Vendor shall identify all tasks required to successfully deploy the solution in the City's environment. The Vendor shall be responsible both for the plan and the actual deployment. The plan shall identify the Vendor's methodology for deployment, including any site preparation, roll-put strategy (e.g., big bang or phased approach), legacy system transition and other deployment requirements. The Vendor should also identify the post-implementation support that the Vendor will provide during the initial transition and go live.

Section IV - Proposal Guidelines and Logistics

A. Key Dates

These are the key proposed dates of this RFP and its Award and implementation commencement.

Event	Event Date/Time
City issues Utility Billing Software and Implementation Services RFP	2/1/2024
Non-mandatory Bidders Virtual Conference	2/20/2024 at 10 am PST
Deadline for submitting questions to the City	2/28/2024 at 10 am PST
Deadline for vendors to submit a response for the RFP	3/21/2024 at 2 pm PST 4/4/2024 at 2pm PST
Proposal Evaluations	Early April 2024
Interviews with Vendors (if necessary)	TBD
Notifications Sent to Vendors	May 2024
Award	June 2024

B. Pre-Qualifications

To qualify to bid for this project, the proposing vendor should have a demonstrated track record with cities and other local government agencies, including:

1. At least five (5) municipal projects completed similar to this Request for Proposal; and
2. Out of the completed projects, at least two (2) have been for a California municipality or agency.

C. Proposal Format

The proposal is to be organized into the following sections. Follow this format to avoid elimination from consideration.

Section	Title
	Letter of Transmittal
	Table of Contents
1	Executive Overview
2	Company Background and Experience
3	Client References
4	Solution Description and Services (including the Requirements)
5	Project Work Plan and Timeline
6	Project Staffing
7	Cost Proposal
9	Appendices

See Appendix D for a checklist that can be used during the proposal development process to ensure that all necessary sections have been included.

Letter of Transmittal

Provide a letter of transmittal introducing your company and your proposal.

Executive Overview

The response should include an Executive Overview/Summary (approximately 2 to 3 pages) of the proposed solution describing the modules proposed, any vendor teaming, the implementation approach and methodology, the City's responsibilities, the overall schedule, and pricing highlights.

Company Background and Experience

Provide a brief history of the company, the current corporate environment, the core business philosophy, and the company's strategic direction in software design and support.

If your company has acquired software products, this section should clearly delineate them and the plans for integrating them into your corporate environment.

Describe any other pertinent historical information about your company and other major products or services offered but not bid.

Provide a general description of the company's financial condition. Include information regarding any pending litigation, impending mergers, contract defaults, or other conditions related to the company's financial health.

Also provide the company's experience in performing similar relevant government entities projects performed in the last five (5) years. Highlight any participation by staff that is proposed on this project.

Client References

Provide a list of five (5) or more clients who have contracted with your firm for the software modules desired and the requested implementation services. The list should include the following:

1. Agency Name.
2. Principal Contact Name.
3. Contact's Title.
4. Contact Information (address, phone number, and email address).
5. Brief project description, including all software modules implemented and services provided.
6. The time frame of the project, including go-live dates of the modules.

Solution Description and Services

Provide a detailed description of how your proposal meets the needs of the City as presented in this RFP.

Provide an overview of the solution being proposed. This should include, at a minimum, the following:

- The software modules being proposed, indicating what modules are being filled by a third-party solution.
- Discuss the cloud solution offered and the recommended hardware required to utilize the software.
- Describe the overall system architecture.
- Describe the application security environment.
- Identify the reporting and query tools being proposed or included as part of the overall solution.
- Describe the user interface and how the users will interact with the software.
- Describe your solution's approach to addressing interfacing needs, including writing and managing these interfaces. Discuss any long-term support that is offered in maintaining any interfaces developed during the project and how these are maintained during software upgrades.
- Describe your upgrade philosophy, including the frequency and the costs to the City. Describe when the City is required to pay for an upgrade and what is included as part of the ongoing maintenance agreement.
- Proposed scope of work, including your intended approach to address the City's specific requirements.

- Thoroughly describe the implementation services you are proposing.

The responses to the Requirements matrices should also be provided in this section. The requirements worksheets is available on the City's website (https://www.santafesprings.org/our_community/services/bids_proposals.php search the list for this Bid Opportunity and Click "Appendix B – Requirements Work Sheets"). for download in an electronic format (Excel). See [Appendix B](#) for these details. The Vendor should respond to these individual requirements by utilizing the appropriate code (shown on the first tab of the spreadsheet) in the "Vendor Response" column. Vendors will be rated on how well they can meet each requirement by indicating whether they can support the functionality "out-of-the-box", with modifications, via a third-party solution, via customization, in a future release, or not at all.

Project Work Plan and Timeline

Provide a proposed project schedule detailing the time necessary for each phase of your proposed services.

A detailed work plan should be provided, which identifies all key tasks, key deliverables, and key milestones. The work plan should also detail any expectations of the City to complete the work as presented. Please reference Section III Scope of Work for further details on the scope requested.

Project Staffing

Clearly define the roles of all vendors involved in this project.

Clearly delineate all key personnel who will be assigned to the project by providing an overall organization chart that defines the key personnel and their service delivery areas.

Provide names and backgrounds of the individuals that will be working on this Project and the percent of project that each will handle. For all personnel, provide a brief resume that details their qualifications, experience, and relevant professional education and indicate the percentage of time they will be on-site versus off-site. Please note that the proposed project manager must have at least three (3) years of experience in providing project management experience for the proposed software in a public agency.

The City will provide desk space when your personnel are on-site, so please delineate the needs of your staff.

Cost Proposal

Provide a "not-to-exceed" proposal inclusive of services, software, and software axes.

Please also provide any travel costs.

The City also desires the Vendor to provide five (5) years of costs for maintenance.

Please provide a detailed cost proposal identifying cost for implementation and the total annual cost for services for the initial five (5) year.

Conflict of Interest Statement

As part of the proposal submission, vendors are required to disclose any financial, business, or other relationship with the City that may impact the selection process. If the

vendor has no such conflicts, a statement declaring such should be included in their submission.

Appendices

Please provide any other pertinent information not requested elsewhere that is relevant to this proposal for consideration. The additional information is limited to three (3) pages.

Proposals shall not exceed thirty-five (35) pages when printed on 8-½ -inch by 11-inch paper. Font Times New Roman Font (preferred), no smaller than 12pt font size. The page limit does not include the cover letter/letter of transmittal or any items included as additional attachments.

D. Proposal Submittal

Prior to submitting your proposal, please review **Section IV.C – Proposal Format** to ensure it complies with the City’s requirements. Failure to provide all requested information may be considered “non-responsive” and rejected.

Proposals must be submitted via email by Thursday, March 21, 2024, at 2pm PST Thursday, April 4, 2024, at 2pm PST. Proposals submitted after this time will be deemed late, and the City reserves the right to reject acceptance. Proposals should be emailed to micahherd@santafesprings.org by the deadline. Any responses transmitted and/or time-stamped after the deadline will not be accepted. Vendors planning to submit responses to this request are highly encouraged to submit all documentation before the deadline to avoid technical difficulties/errors.

Proposals should be addressed to:

Lana Dich
Director of Finance & Administrative Services

The proposals must be valid for a period of one (1) year from the submission deadline date.

The City reserves the right to reject any proposals, to award all or any individual part/item of the Proposal, to waive any informalities or information in any proposals, and to make an award in the best interest of the City.

Responses to questions regarding this Request for Proposals will be posted on the City’s website at:

https://www.santafesprings.org/our_community/services/bids_proposals.php

E. Proposal Rating and Evaluation

The City will establish an evaluation committee to review and rate each proposal. The proposal evaluation process will be conducted using a multi-step method, which will include the following steps:

1. **Preliminary Proposal Review** - The evaluation committee will review each submission to ensure adherence to the minimum/proposal format requirements.

2. **Proposal Evaluation** - In the second part of this process, the evaluation committee will review and rate proposals based on the following:

Application Functionality	40%
Application Integration	10%
Implementation and Project Plan	5%
Training and Documentation	5%
Technical Fit	5%
Vendor Reputation/References	15%
One Time Costs	10%
Ongoing Costs	10%

F. Insurance and Indemnification Requirements

Appendix D sets forth indemnification and insurance requirements, including the required insurance documentation. Upon award of the contract, insurance documentation in a form acceptable to the City must be submitted no later than ten (10) business days after the Notice of Award of Contract and prior to the City of Santa Fe Springs' execution of the Agreement.

G. Business License

The Vendor must obtain a valid City of Santa Fe Springs business license if selected. A City business license must be acquired before commencing any work. Additional information regarding the City's Business License program may be obtained by visiting the City's website at:

https://www.santafesprings.org/business/opening_a_business/new_application.php

Or by calling the City of Santa Fe Springs Business Support Center at (562) 264 - 5219.

H. Right to Reject Bid

The City reserves the right to reject bids for any reason, whether said bids are responsive or non-responsive. The City may, but shall not be required to solicit additional information, orally or in writing, from one or more of the applicants relating to the content of their proposal. The City may, but shall not be required to, meet with one or more of the bidders prior to a preliminary selection of one or more bidders with which the City may choose to negotiate.

I. Use of Vendor Proposal and Accompanying Material

All material submitted becomes the property of the City of Santa Fe Springs and will not be returned to the vendor. The proposals submitted may be reviewed and/or evaluated by persons internal or external to the City at the discretion of the City.

J. Obligation to Contract

This Request for Proposal does not obligate the City to contract for services specified herein.

K. Proposal Preparation Costs and Expenses

The City will not be liable for any costs incurred by the Proposer in responding to the RFP, presentations, or any other activities related to responding to this RFP.

L. Form of Agreement

If acquisition action ensues, the contents of this RFP, RFP Addenda, and the proposal document of the successful Proposer shall become contractual obligations as part of the contract. Failure of the successful vendor to accept these obligations in a contractual agreement shall result in cancellation of the award. The City reserves the right to negotiate provisions in addition to those stipulated in the RFP or proposed by the vendor to obtain the best possible offer.

M. Disclosure of Information

The vendor agrees that it will not disclose any proprietary or confidential business information of the City, including but not limited to its costs, charges, operating procedures, or methods of doing business, to any person, vendor, corporation, association, or other entity or the general public for any reason or purpose whatsoever without the prior written consent of the City. Such confidential or proprietary information received by the vendor shall be used exclusively in connection with the performance of services.

Furthermore, the vendor shall not issue or release for publication any articles, advertising, or publicity matters relating to the services performed by the Vendor hereunder or mentioning or implying the name of the City or its respective personnel without the prior written consent of the City.

N. Ex-Parte Communications

Vendors and their representatives should not engage in unauthorized communications with elected officials, officers, employees, or agents of the City about this RFP. This requirement includes any evaluation panel member except for designated RFP

facilitators. This requirement remains in effect until after award notifications have been made.

This restriction does not prohibit Vendors and their representatives from making oral statements or presentations to City representatives during a scheduled public meeting.

O. Public Records Act

All responses to this Request for Proposal will become the property of the City of Santa Fe Springs and will be retained or disposed of accordingly. Therefore, the Proposer is cautioned to identify on its Proposal any data they believe to be exempt from publication under the Public Records Act. If the Proposer claims a privilege against public disclosure or otherwise objects to the records' disclosure, then the City may either decline to produce the requested information or redact a portion of the documents and produce the redacted records. By submitting a proposal, the Proposer agrees that it shall indemnify, defend and hold the City harmless from all liability, claims, suits, demands, damages, fines, penalties, costs or expenses arising out of or alleging the City's refusal to publicly disclose one or more records that the Proposer identifies as protectable, or asserts is protectable.

Appendix A – Water Rate Schedule

Water Rate Schedule

Monthly Meter Charges

Meter Size	Current	Effective June 1, 2020	Effective January 1, 2021	Effective January 1, 2022	Effective January 1, 2023
5/8 x 3/4-inch	\$12.40	\$20.97	\$22.97	\$25.16	\$26.67
3/4-inch	\$12.40	\$20.97	\$22.97	\$25.16	\$26.67
1-inch	\$16.09	\$31.36	\$34.34	\$37.61	\$39.87
1 1/2-inch	\$59.55	\$57.33	\$62.78	\$68.75	\$72.88
2-inch	\$83.25	\$88.50	\$96.91	\$106.12	\$112.49
3-inch	\$167.61	\$171.62	\$187.93	\$205.79	\$218.14
4-inch	\$220.89	\$265.12	\$290.31	\$317.89	\$336.97
6-inch	\$277.00	\$524.86	\$574.73	\$629.33	\$667.09
8-inch	\$368.52	\$836.54	\$916.02	\$1,003.05	\$1,063.24
10-inch	\$555.00	\$2,187.16	\$2,394.95	\$2,622.48	\$2,779.83

Monthly Fire Service Charges

Meter Size	Current	Effective June 1, 2020	Effective January 1, 2021	Effective January 1, 2022	Effective January 1, 2023
2 1/2-inch	\$54.40	\$15.70	\$17.20	\$18.84	\$19.98
4-inch	\$82.14	\$40.89	\$44.78	\$49.04	\$51.99
6-inch	\$102.12	\$108.52	\$118.83	\$130.12	\$137.93
8-inch	\$138.75	\$225.17	\$246.57	\$270.00	\$286.20
10-inch	\$175.38	\$400.63	\$438.69	\$480.37	\$509.20

Quantity Rates: Single-Family Residential

Tier	Current Monthly Tiers (hcf)	Current Rates	Proposed Monthly Tiers (hcf)	Effective June 1, 2020	Effective January 1, 2021	Effective January 1, 2022	Effective January 1, 2023
Tier 1	0 – 18	\$3.17	0 – 9	\$2.56	\$2.81	\$3.08	\$3.27
Tier 2	19 – 36	\$3.62	10 – 25	\$3.92	\$4.30	\$4.71	\$5.00
Tier 3	37 – 100	\$4.14	26+	\$5.62	\$6.16	\$6.75	\$7.16
Tier 4	101 – 400	\$4.24	–	–	–	–	–
Tier 5	401+	\$4.34	–	–	–	–	–

Uniform Rates: Non-Residential / Customer Classes

Proposed Quantity Uniform Rates				
Customer Class	June 2020	January 2021	January 2022	January 2023
Multi-Family Residential	\$3.66	\$4.01	\$4.40	\$4.67
Commercial/ Industrial	\$3.66	\$4.01	\$4.40	\$4.67
City Reclaimed	\$3.49	\$3.83	\$4.20	\$4.46
Reclaimed	\$3.49	\$3.83	\$4.20	\$4.46

Appendix B – Requirements Work Sheets

The Excel spreadsheet may be found on the City's website at the following link: https://www.santafesprings.org/our_community/services/bids_proposals.php (Search the list for this Bid Opportunity and Click “Appendix B – Requirements Work Sheets”). The Vendor should utilize the Excel spreadsheets to respond to each requirement for each module.

Complete the worksheet by placing an X in the most appropriate column for each criterion. The X's should represent the current state of a particular product or service. Please note that more than one response to a single requirement will be treated as a non-response.

Appendix C – Insurance Requirements

Vendors shall not commence work until they have obtained all insurance required under this section, and such insurance has been approved by the City, nor shall the vendor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

A. Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent)

A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000 per occurrence, or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

B. Worker’s Compensation Insurance

Vendor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000). Vendor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

C. Automotive Insurance

Vendor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Vendor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

D. Professional Liability

Professional liability insurance appropriate to the Vendor's profession. This coverage may be written on a "claims made" basis. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Vendor's services or the termination of this Agreement. During this additional 5-year period, Vendor shall annually and upon request of the City submit written evidence of this continuous coverage.

E. Cyber Liability

Technology errors & omissions insurance with limits of \$1,000,000 per claim/loss, and \$1,000,000 in the aggregate. If coverage is maintained on a claims-made basis, Vendor shall maintain such coverage for an additional period of five (5) years following termination of the contract. Technology errors & omissions insurance shall include the following coverage:

Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.

Liability arising from the failure of Vendor's proprietary technology products (software) required under the contract for Vendor to properly perform the services intended.

Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.

Liability arising from the failure to render professional services as defined by industry standards appropriate to the technology being used.

Additionally, it is recommended that stipulations are included in the agreement that the Vendor performing services on behalf of the City related to payment card information must be in compliance with the latest version of PCI DSS. If the member has not verified their own compliance, or that of their third-party payment processor this would be of concern. PCI Security Standards Council website <https://www.pcisecuritystandards.org/>

F. Other provisions or requirements

Proof of insurance. Vendor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Vendor, his agents, representatives, employees or sub.

Primary/noncontributing. Coverage provided by Vendor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Vendor or City will withhold amounts sufficient to pay premium from Vendor payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or

is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Vendor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subVendors.

Enforcement of contract provisions (non estoppel). Vendor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Vendor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that (Vendor's/Vendor's/Contractor's) insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Vendor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Vendor, the City and Vendor may renegotiate Vendor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Vendor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Vendor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Vendor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

G. Notice of cancellation

Vendor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

H. Indemnification

Vendor 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 attorney fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Vendor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, including but not limited to, (i) negligent performance of the work, operations or activities provided herein of Vendor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Vendor is legally liable ("indemnitors"); or (ii) arising from Vendor's or indemnitors' reckless or willful misconduct, or arising from Vendor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement; and (iii) any allegation that any part, function or component of Vendor's software misappropriates or infringes a patent, copyright or other intellectual property right; provided that City promptly notifies Vendor of such claims, 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 Vendor's legal counsel unacceptable, then Vendor shall reimburse the City its costs of defense, including without limitation reasonable attorney fees, expert fees and all other costs and fees of litigation. The Vendor 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.

The requirements as to the types and limits of insurance coverage to be maintained by Vendor as required by Appendix C 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 Vendor pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

Appendix D – Proposal Checklist

To help ensure all sections of the proposal have been completed, vendors are encouraged to use the checklist below:

Section	Title	Completed?
	Letter of Transmittal	Yes / No
	Table of Contents	Yes / No
1	Executive Overview	Yes / No
2	Company Background and Experience	Yes / No
3	Client References	Yes / No
4	Solution Description and Services (including the Requirements)	Yes / No
5	Project Work Plan and Timeline	Yes / No
6	Project Staffing	Yes / No
7	Cost Proposal	Yes / No
8	Conflict of Interest Statement	Yes / No
9	Appendices	Yes / No