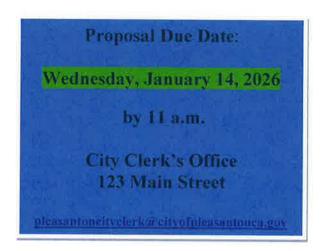


PUBLIC WORKS DEPARTMENT

REQUEST FOR PROPOSALS #PWD - 25.604

WATER METER REPLACEMENT & AMI SYSTEM INSTALLATION PROJECT – CIP #26137



PROPOSALS MAY BE DISQUALIFIED IF PACKAGE DOES NOT INCLUDE ALL REQUESTED DOCUMENTS AND DOES NOT ADHERE TO ALL OF GUIDELINES IN THIS DOCUMENT

APPROVED:

Siew-Chin Yeong

Director of Public Works

REQUEST FOR PROPOSALS			
Title	Water Meter Replacement and AMI System Installation Project		
RFP#	PWD 25.604		
Issued By	The City of Pleasanton 123 Main Street, P.O. Box 520, Pleasanton, CA 94566		
Issue Date	November 19, 2025		
RFP Documents	Documents are available for download via the City's Website at https://www.cityofpleasantonca.gov/business/bids/ and BidNet Direct at https://www.bidnetdirect.com/california/cityofpleasantonca		
Primary Contact	Daniel Villasenor, Management Analyst, Public Works Department dvillasenor@cityofpleasantonca.gov		
Pre-Bid Meeting	A pre-bid conference will be held via Microsoft Teams on December 3, 2025, at 1:00:00 PM PT and is expected to take less than 1 hour. Attendance at the pre-bid meeting is strongly encouraged. Please request an invitation to the meeting from the Primary Contact.		
Bidder Questions	Questions related to this RFP must be submitted to the Primary Contact.		
Deadline for Questions	Questions must be received by 2:00 PM Pacific Time on December 17, 2025.		
Submission	Via physical or email delivery to the Pleasanton City Clerk as specified in Section 13, below.		
Submission Deadline	Bids must be fully received by the City Clerk by 11:00:00 AM Pacific Time on January 14, 2026.		
Preferred Bidder(s) Notified	Selection is expected to occur in February 2026.		
Substantial Performance	October 31, 2027		
Contract Security	100% Performance Bond 100% Labor and Material Bond		

RFP-1: INTRODUCTION AND RFP PROCESS

1. Introduction

The City of Pleasanton (the "City") is seeking Bids for a turnkey delivery of an advanced water meter solution for the City's approximately 22,450 water meters which includes the supply and installation of non-mechanical water meters and radio transmitters as well as an advanced metering infrastructure software and related training services.

2. Contract for Advanced Metering Infrastructure Solution (AMI Solution)

The AMI Solution will be provided in two main phases, the project phase, and the post-project phase, as more fully described in the Scope of Work in document RFP-2 Scope of Work.

The project phase is expected to start on or around April 2026 with a Substantial Performance date of December 31, 2027. Following project completion, the Contractor will be required to ensure the continued operation of the AMI Solution for up to 20 years.

For the detailed specifications and scope of work, please refer to RFP document RFP-2 Scope of Work.

3. Definitions

In this RFP document:

"AMI Software" means the software that provides water meter data to the City and interfaces with the City's customer billing system, as more specifically described in RFP-2 (Scope of Work).

"BAFO" means a best and final offer submitted by a Bidder, as described in document WB-A (Bid Evaluation and Ranking).

"Bid" and "proposal" mean a submission by a supplier in response to this RFP.

"Bidder" and "proponent" mean a supplier that submits a Bid.

"Bidder's Workbook" means the series of RFP Documents with a filename beginning with WB.

"Contractor" means the Bidder that has executed a contract with the City to provide the Work.

"Preferred Bidder" means the Bidder that has been identified as the highest ranked Bidder following the selection process set out in document WB-A (Bid Evaluation and Ranking).

"Primary Contact" means the City of Pleasanton's point of contact for all communications during the procurement process.

"RFP Documents" means all the documents forming part of the RFP, including files denoted with the filename RFP, files denoted with the filename WB, as well as any addenda issued related to this RFP.

"Solution" means the fully implemented and City-accepted advanced metering solution including tangible and intangible Goods and Services.

"Subcontractor" means any individual, partnership or corporation that will contract with the Contractor to provide labor, equipment and/or materials described in the Scope of Work which is an amount in excess of one-half of one (1) percent of the Contractor's total Bid.

"Work" means the supply of goods or the performance of services to be supplied by the Contractor as specified in document RFP-2 Scope of Work.

Other capitalized terms have the meanings assigned on the cover page of this document.

4. RFP Document Overview

This RFP is comprised of the following documents:

Document	Title	Contents
RFP-1	RFP Process and Timelines	 Key timelines Overview of the competitive bid process Bid submission instructions
RFP-2	Scope of Work	 Contract scope of work, including term Specifications for goods and services Contract security requirements
RFP-3	Contract Terms and Conditions	 Draft contract terms and conditions will be supplied to shortlisted Bidders prior to demonstration
RFP-4a*	Background Info (City Facilities)	City Facilities
RFP-4b*	Background Info (Metered Addresses)	Metered Addresses

^{*}RFP-4a and RFP-4b are available by request to the Primary Contact.

The Bidder's Workbook is comprised of the following:

Document	Title	Contents
WB-A	Evaluation Process	Bid evaluation, scoring and ranking process
WB-B	Technical Questionnaire	 Questions Bidders are to respond to in their Proposal
WB-C	Financial Workbook	Excel price sheet to be used for the Financial Proposal
WB-D	Submission Confirmation Form	Submission Confirmation Form

5. Meaning of Must/Shall/Will

In this RFP-1 (RFP Process and Timelines) document, the term "shall" or "must" denotes a mandatory requirement. A failure to satisfy a mandatory requirement may lead to disqualification of the Bidder's Proposal.

In RFP-2 Scope of Work the terms "shall", "will" or "must" denote a mandatory requirement that will be included in the final contract unless a Bidder explicitly takes exception and provides a substitute acceptable to the City. Where substitutes are proposed, the City reserves the right to accept or reject the substitute. Where a substitute is rejected by the City, the original specification will apply.

6. Non-Binding RFP Process

This RFP process is non-binding. This means it does not create contractual obligations between the City and the Bidders. No contractual relationship will be formed until the City and the Bidder have accepted the contract for the performance of the Work. The City is not legally obligated to award a contract to any Bidder and Bidders are not legally obligated to enter into a contract with the City.

7. Preparation

This RFP does not commit the City of Pleasanton to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City of Pleasanton reserves the right to accept or reject any or all proposals received because of this request, to negotiate with any qualified bidder, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City to do so.

Furthermore, a contract award may not be made based solely on price. The prospective bidder is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved by the City Council and fully executed by the City of Pleasanton.

Bidders who wish to release information regarding the selection process, contract award, or data provided by the City at any Public Hearing, must receive prior written approval from the City before disclosing such information to the public.

The City reserves the right to request additional information and/or clarification from any or all respondents to this RFP.

8. Bidder Conduct During Bid Process

A Bidder's eligibility to participate in the RFP process is conditional upon maintaining minimum standards of conduct as set out in document WB-4 (Submission Confirmation Form). Any violation of these standards by a Bidder at any time prior to execution of the final contract may lead to disqualification.

9. Bidder Questions

The Bidder is expected to seek clarification, to ask for information needed to submit responsive Proposal that is not included in the RFP, and to ask questions in respect of any part of this RFP that appears to be erroneous before submitting its Proposal. The City assumes no responsibility for Bidder's failure to seek such information or clarification.

All questions, requests for clarification or request for changes to the RFP must be made by the Questions Deadline specified on the cover page and must be submitted to the Primary Contact in writing as instructed on the cover page. The City does not commit to respond to any questions submitted after the Questions Deadline. Submission of a Proposal without receiving a response is at the Bidder's sole risk.

Responses to questions received by the Deadline for Questions will be provided through an addendum posted on the City's web site and BidNet Direct. Addenda will not identify the Bidders that submitted the question.

The City will make reasonable efforts to respond to all Bidder questions. The City may edit Bidder questions for clarity, exclude questions that are either unclear or inappropriate, and provide a single answer to a similar question posed by multiple Bidders.

10. Addenda

If the City, for any reason, determines that it is necessary to provide additional information clarifying or amending this RFP, such information will be communicated to all Bidders by addendum. Each addendum forms an integral part of this RFP.

Addenda will be posted to the City's website, and the City assumes no obligation to separately notify Bidders when addenda are released. Bidders should ensure they have checked the City's website prior to Proposal submission to ensure nothing has been missed.

It shall be the Bidder's responsibility to check the City of Pleasanton website to obtain any addenda that may be issued. Bidder must acknowledge all addenda received by including a statement in your transmittal letter, or by returning signed addenda with the proposal. A Proposal that fails to acknowledge all the addenda may be considered non-responsive.

11. Pre-Bid Meeting

An optional online Pre-Bid Meeting shall be conducted as described on the cover page. Bidders must ensure they are equipped with the technology required to access the virtual meeting. The City assumes no responsibility for a Bidder's inability or failure to attend the meeting, regardless of the cause.

In the event of any conflict or inconsistency between a written document and information provided on a recording, the written document shall prevail.

12. Proposal Preparation Instructions

(a) General Requirements

Bidders must follow the instructions in the RFP Documents and the forms in the Bidder's Workbook (WB) documents to prepare their Bid. To be considered, Bids must meet the requirements specified in the RFP Documents.

(b) Conflicts, Qualifiers or Assumptions

Bidders should avoid making assumptions when preparing their Proposal and make use of the questions period to clarify ambiguities or seek missing information. Any Proposal that conflicts with the City's requirements or that is qualified or conditional may be disqualified. Failure to use the question period is at Bidder's sole risk.

(c) Multi-Party Bids

The City accepts that Proposals may name different legal entities involved in delivering the Work, such as an AMI Software licensor, a different solution implementor and various suppliers of tangible goods.

If the Proposal names different legal entities, the Proposal must appoint one of those entities as the "Bidder". The Bidder will take responsibility for all communications with the City during the proposal submission and evaluation process. If selected, the Bidder will lead the negotiation process for the project phase agreements.

If successful, unless otherwise expressly agreed by the City, the Bidder will be the legal entity that will contract with the City for the project phase services and will assume the full legal liability to the City under the contract for the performance of all subcontractors and other team members' obligations in delivering the overall AMI Solution.

The AMI Software licensor must be the owner of the copyright in the source code of the core software component(s) or otherwise have rights equivalent to ownership including the right to modify the source

code and to license (and authorize others to license/sub-license) the core software component(s) in the United States. To the extent that the licensor is not the owner of all software components included in the AMI Software, this should be indicated in the Bid. If not indicated in the Bid, the City may ask for details of ownership as a condition of award.

The supplier signing the project agreement must be the entity that directly provides the core components of the project-phase services. If any parts of the project-phase services will be subcontracted to any entity other than the AMI Software licensor or the solution implementor, this is required to be indicated in Bid, as instructed in WB-B (Technical Questionnaire).

(d) Multiple Bids

A Bidder may submit one or more alternate Proposals. Where alternate Proposals are submitted, Bidders must submit a completely independent Proposal that complies with all the terms and conditions of the RFP Documents and does not refer to or rely on information in another Bid, even if submitted by the same Bidder. Each alternate Proposal must stand on its own and be submitted as a separate Proposal that will be evaluated separately against the criteria listed in this RFP.

(e) Substitutions/Equivalents

When a component of the Work in RFP-2 (Scope of Work) is specified by its trade or other name (whether such name is followed by the phrase 'or approved equivalent' or not), or there are otherwise equivalents to what is specified in the scope of work, the City will consider Bids proposing equivalent goods or services that demonstrably fulfil the requirement of the procurement. Whether the equivalent good or service demonstrably fulfills the requirement will be determined in the City's sole discretion.

To avoid unnecessary investment in Proposal preparation, it is **strongly recommended** that Bidders request the City's opinion on the acceptability of an equivalent good or service prior to the Deadline for Questions to receive a determination in advance of the Submission Deadline. Where an equivalent product is approved prior to the Submission Deadline, an addendum will be posted to inform all Bidders of the approved equivalent.

(f) Optional Items

Bidders may include optional goods or services in their Bid, as appropriate, however this will not be factored into the evaluation. There is a provision for listing optional items and pricing in document WB-C (Financial Workbook), in the sheet identified as C9 Optional.

13. Bid Submission Instructions

Bidders may submit Proposals to the City of Pleasanton City Clerk's office in one of the following ways:

- Physical copy via in person delivery to the City Clerk's office, Civic Center, 123 Main Street, Pleasanton CA 94566. Hard copy delivery requires 3 physical copies of the proposal plus one electronic copy via thumb drive.
- Physical copy via express courier to the City Clerk's office, 123 Main Street, Pleasanton CA 94566.
 Hard copy delivery requires 3 physical copies of the proposal plus one electronic copy via thumb drive.
- 3) Electronically via email to the City Clerk to <u>pleasantoncityclerk@cityofpleasantonca.gov</u> with the subject line "AMI Replacement Project RFP 25.604" and the name of the Bidder. Email submissions must include a copy to <u>dvillasenor@cityofpleasantonca.gov</u>. An email <u>delivery</u>

receipt is recommended to verify proof of submittal. Emails are limited to a maximum size of 20MB. PDF file type is preferred; zip files are not recommended.

Bids must be fully received by the City Clerk by the Submission Deadline. Proposals submitted by USPS mail or facsimile are not accepted and will not be considered. Delays caused by technical issues, such as internet connectivity issues or file sizes being too large do not excuse a late Bid. Bidders are expected to allow sufficient time to resolve any technological issues that may arise with Bid Submission.

14. Bid Withdrawal

At any time prior to the specified solicitation due date and time, a Bidder may formally withdraw the submittal by a written letter or electronic mail from the Bidder or a designated representative. Telephonic or oral withdrawals shall not be considered. No Bidder may withdraw a bid after the time established for receiving bids or before the award and execution of the contract, unless the award is delayed for a period of ninety (90) calendar days after the date of the City's opening of bids.

15. Bid Evaluation

The Bid evaluation process consists of the following steps:

(a) <u>Verification of Documents (not rated)</u>

Bids received by the Submission Deadline will be verified for completeness to ensure all required documents, forms and information are included. If an unintended defect in form is discovered or something that must be clarified or confirmed prior to proceeding, Bidders will be requested to rectify the deficiency or to clarify or confirm within a prescribed period of time. If a mandatory component or mandatory information that is material to the Bid evaluation is missing, the Bid will be disqualified and will not proceed any further.

(b) <u>Bid Evaluation and Selection of Preferred Bidder</u>

All Bids passing the verification of documents process described in (a) will proceed to Bid evaluation as described in document WB-A (Bid Evaluation and Ranking) which explains the process for identifying the Preferred Bidder.

16. Contract Negotiations

Only the Preferred Bidder will be invited to enter into contract negotiations with the City. The negotiation stage will include a detailed review of the Preferred Bidder's Proposal. If the Preferred Bidder's pricing appears to be unbalanced (i.e., pricing is abnormally low for some elements or phases of the work and abnormally high for other elements or phases of the work, particularly if pricing appears to be "front-loaded" with higher allocation of costs in early phases of the services), the Preferred Bidder may be asked to adjust the allocation of costs to ensure pricing is balanced across different elements and phases of work. The City may choose not to contract with any Bidder that is unable to confirm its pricing includes all required goods and services or is unable to correct unbalanced pricing to the satisfaction of the City.

Negotiation of contract terms and conditions may take place in parallel to the Bid verification process; however, any identified discrepancies or gaps must be addressed and resolved to the satisfaction of the City prior to finalization and execution of the contract.

During negotiations, the Scope of Work may be clarified, or may be modified to provide for project efficiencies, in which case it is expected the proposed costs for implementation will be decreased. Where cost efficiencies can be gained through approaching the project differently, the City may negotiate a reduced cost with the Preferred Bidder.

The primary contract will be based on the Project Agreement included as RFP-3 (Contract Terms and Conditions). The City recognizes that the final contract documents will need to incorporate terms and conditions specific to the proposed AMI Solution (such as software licensing and/or software-as-a-service agreements). These terms and conditions will be negotiated, as needed, and may be based on the licensor's form of contract.

Any final contract, including any third-party licensing agreements, will incorporate the City's Data Processing Agreement as provided in RFP-3 (Contract Terms and Conditions) (or equivalent agreement), as well as other mandatory terms and conditions related to data access and uninterrupted availability of service to allow for a future transition.

Any final contract will include the Preferred Bidder's Bid, amended as necessary to reflect any negotiated changes, in order to ensure that the representations and offerings made by the Bidder become enforceable contractual obligations of the Contractor.

If the City is not able to reach an agreement with the Preferred Bidder on the final contract terms within 30 days following the invitation by the City to enter into negotiations (not including Saturday, Sundays and legal holidays), the City may (a) waive for its own benefit the timeline for reaching agreement; (b) terminate negotiations with the Preferred Bidder, reject the Bid and proceed to treat the next ranked Bidder as the Preferred Bidder or (c) terminate the RFP process.

17. Pre-conditions to Contract Award

As a pre-condition to formal contract award, the City will require the Preferred Bidder to provide the following documents:

Within thirty (30) working days, not including Saturday, Sundays and legal holidays, after the date of Notice of Award to the selected contractor, the following documents shall be submitted by the contractor to the City.

- Contracts signed by the contractor
- Contract bonds as required by the forms contained herein including:
 - Faithful Performance Bond for 100% of contract price
 - Labor and Material Bond for 100% of construction portion of the contract price
- Certificates of Insurance with Endorsement Letter naming the City as additional insured
- Evidence of a current business license to conduct business in the City of Pleasanton
 (https://www.cityofpleasantonca.gov/our-government/finance-department/business-license/)
- Completed W-9 Form

18. Second-ranked Bidder Prequalification

The second-ranked Bidder will automatically be pre-qualified to supply the Work for a period of 6 months following the contract execution with the successful Bidder. Should the contract with the successful Bidder be terminated in the 6 months following the effective date of the project agreement, the prequalified Bidder may be invited, but under no obligation, to negotiate a contract based on the prices and other information set out in their original Bid.

19. Notification and Debriefs

After the City has entered into a contract for the Work, a notice of award shall be made public on the City Bids Website. Upon request, the City will provide an unsuccessful Bidder with a debrief to discuss strengths

and weakness of the Proposal and explain why the Proposal was not successful. Information about the other Bidders or their Proposals will not be discussed. Bidders should submit a request a debrief by emailing the Primary Contact within 14 calendar days of the award notice.

20. Contractor's License Classification

As provided in California Business & Professions Code Section 7028.15, the City has determined that at the time of bid, the Contractor shall possess a valid Class A General Engineering Contractor or Class C Contractor license. The Contractor's failure to possess the specified license shall render the Bid as non-responsive and shall act to bar award of the contract to any Bidder not possessing said license at the time of bid, unless exempted by federal or state law.

21. Contractor's Department of Industrial Relations Registration:

Bidder and its Subcontractors must be registered at the time of bid opening and qualified to perform public work pursuant to section 1725.5 of the Labor Code, subject to limited legal exceptions under Labor Code section 1771.1. A Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Section 1725.5. A bid will not be accepted, nor any contract entered into, without proof that the Bidder and its Subcontractors are registered with the California Department of Industrial Relations to perform public work pursuant to Labor Code Section 1725.5, subject to limited legal exceptions.

This Contract will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations, pursuant to Labor Code section 1771.4.

22. Prevailing Wage:

In accordance with California Labor Code Sections 1770 et seq., the Contractor shall pay general prevailing rate of per diem wages to all workers employed under this contract.

23. Labor Non-discrimination:

The awarded Contractor shall comply with the requirements of the State of California's Standard Specifications Section 7-1.01A(4) "Labor Non-discrimination" under this contract.

24. Health and Safety:

Strict adherence to compliance with laws, regulations, and safety protocols is mandatory to ensure a safe working environment and prevent accidents or injuries. All OSHA Safety Requirements must be adhered to by the Contractor and/or any subcontractors while on-site.