



CUPERTINO

CITY OF CUPERTINO

REQUEST FOR QUALIFICATIONS FOR A UTILITY DATA MANAGEMENT SOLUTION

**TO PROVIDE AUTOMATED
UTILITY BILL DATA ENTRY,
REPORTING,
AND ANALYTICS**

**The City of Cupertino invites qualifications submittals from
qualified professionals to provide a utility data management
solution for the City of Cupertino.**

March 22, 2016

**CITY HALL • 10300 TORRE AVENUE • CUPERTINO, CA 95014-3255
TELEPHONE: (408) 777-4844 • FAX: (408) 777-3366**

**REQUEST FOR QUALIFICATIONS
CITY OF CUPERTINO
Utility Data Management Solution**

TABLE OF CONTENTS

1. Description and Scope
2. Scope of Basic Services
3. City's Responsibilities
4. Project Budget and Schedule
5. Process
6. Selection Criteria
7. Submission of Qualifications
8. Contract Requirements
9. Attachments:

ATTACHMENT A: Feature Checklist

ATTACHMENT B: City of Cupertino Standard Consultant Agreement
(including insurance requirements)

ATTACHMENT C: Consultant Rating Form

1. DESCRIPTION AND SCOPE

The City of Cupertino is in the process of enhancing its utility data management. As part of this process, the City is looking to procure a utility data management solution that will automate utility bill data entry as well as provide data reporting, analytics, and customizable dashboards for various site managers. The solution must assimilate recent billing data as soon as it is made available by the relevant utility, as well as import and house historic data for on-demand analysis and ongoing recordkeeping. It may be necessary for the solution to be compatible with our other data systems such as (but not limited to) Cityworks, Logos.net, GIS, IT, and open data portals.

Background

Retailers

The City of Cupertino is a customer of **PG&E** (with a natural gas agreement through ABAG Power) with 165 service agreements, **San Jose Water Company** with 109 service agreements, and **California Water Service Company** with 40 service agreements. The City would like to record and analyze the utility consumption and costs from these retailers on a monthly basis. In the future, the City may look to incorporate waste management data through **Recology**, phone billing data, and fuel data. While the majority of the service agreements are actively receiving billing, a small subset has discontinued service, but the historic data is still relevant for analysis purposes and will need to be incorporated.

Existing Water Data

The City maintains water billing data from 2006 to present day. Usage data is available from 2006 to present in CCF and cost data is available from 2010 to present. To keep the database up to date, consumption and billing data is entered on a monthly basis in order to produce a monthly report. Data is provided via paper and online billing for both water retailers.

Existing Energy Data

In 2015, all available data was taken from PG&E's Green Button tool and loaded into an Access Database (165 electric and natural gas accounts, data back until 2013 with some ranging back to 2007). Receiving ongoing data continues to be a challenge using this approach (e.g. downloading monthly through Green Button) and the City is currently working with PG&E to determine the best solution to receiving monthly data in an aggregate, digital format as their current tools do not meet this need.

2. SCOPE OF BASIC SERVICES

Professional services for this project consist of working with the City and the City's retailers to develop and provide automated bill data entry process, reports, analytics, and customizable dashboards for various users. In addition, the selected Vendor will be expected to set up and implement the solution, provide adequate training to City staff, and provide ongoing service, maintenance, and customer support. The following is a list of anticipated features that the City seeks when sourcing its utility data management solution, which is provided as a baseline for all vendors' proposed cost estimates required in the RFQ response. Vendors will be evaluated by both their SOQ response to this list, coupled with a possible demonstration of the technology and service provisions if requested by the City. A final scope of features will be developed with the selected vendor. A checklist of these features, plus additional supplementary features, is provided in "Attachment A".

Essential features include:

1. Automated bill entry (bill date, bill cycle information, usage data, cost data, special charges/credits) for at least 350 service agreements with an unlimited number of user specified groupings (by location, building, vendor, service team, financial account, etc.) and automatic flagging of unusual entries and anomalies.
2. Compatibility with PG&E (including net metering services), San Jose Water Company, and California Water Service Company (Recology a plus).
3. Searchable database with the ability to store at least 10 years of electric, gas, and water billing data (with the potential for including phone, fuel, and waste billing data).
4. Option for manual bill entry and ability to edit data for select users with a "Notes" field for bill entries to address recordkeeping needs (e.g. Usage changed from 4301 to 4 due to a misread).
5. Easy one-step back-up downloads to save all data in the event of a system failure and the ability to export raw data, reports, charts, and graphs in Excel/CSV (and Word formats is a plus). One-step imports to add historical data.
6. Analysis of individual meters as well as user-defined groups or buildings (by site, region, property type, landscape type, etc.).
7. Ability to identify problem sites with unusually high usage or consistently high usage compared to a goal threshold (e.g. 30% below 2013 usage).
8. Customizable query option with a wide range of parameters such as usage/cost comparisons for a given month across many years or usage/cost comparisons from time periods of the users choosing.
9. At-a-glance dashboards that can be customized for different users (e.g. Medians team may just want to see median related data, etc.) and are automatically updated
10. Simple method to design new reports and save templates with:
 - a. Flexible options for filtering report data including charts & graphs to show usage, costs, and trends over a select duration.
 - b. Ability to package reports into batches that can be run and downloaded at one time (one click).
11. Software as a service (SaaS), web-based, location independent interface with secured access.
12. Unlimited users and varied user access capabilities (limited to certain data types, varied view and edit abilities, etc.).
13. Excellent and ongoing customer service (Responds to urgent and non-urgent requests in a timely manner).

3. CITY'S RESPONSIBILITIES

The City shall provide the assistance to the Vendor throughout the project in the following areas:

- Designate a liaison project manager for the project;
- Provide information regarding history of the retailer interactions and billing data where available;
- Provide information regarding City facilities and operations;
- Connect the selected vendor with appropriate retailer contacts.

4. PROJECT BUDGET AND SCHEDULE

This project is approved and funded in the FY15/16 Operating Budget as a council priority. The current schedule anticipates full implementation of the solution by July 1, 2016 or earlier, with ongoing support and maintenance to continue.

5. PROCESS

The Vendor responds to the RFQ with the Statement of Qualifications (SOQ) that addresses the selection and evaluation features.

A City selection team evaluates and ranks the responsive qualification proposals based on a predetermined ranking sheet (Attachment C). The highest average of the evaluation team scores is the highest ranking submission, ranked in descending order. The City may, based upon the proposal evaluation ranking and *at its sole discretion*, choose to interview and request a demonstration from one or more respondents for the purpose of clarifying their proposal, project understanding, and/or qualifications. If such an interview or demonstration should take place, the City shall notify the respondent. The City may also require a cost proposal from vendors invited to conduct a demonstration which will be due on the day of the demonstration. The City reserves the right to solicit cost proposals from vendors they deem most qualified.

Estimated Timeline for Selection Process

- **March 22, 2016** RFQ distributed
- **April 11, 2016** SOQ responses due by 3:00 PM
- **April 27, 2016** Select vendors invited to demonstrate their solution on May 4, 2016 and notification of required cost proposal due at the demonstration
- **May 4, 2016** Designated day for demonstrations and cost proposals due if requested by the City
- **May 5, 2016** Reference checks start/Potential site visits with references
- **May 12, 2016** Vendor selected and contracting process begins

Implementation is expected to begin on or before **June 1, 2016**.

Full implementation of the solution is expected to be completed on or before **July 1, 2016**.

6. SELECTION CRITERIA

Important criteria for vendor selection are listed below, not necessarily in order of importance. Attachment C, Consultant Rating Form, will be used to rank responsive qualification proposals.

- Consultant SOQ overall presentation of material and responsiveness to submission criteria.
- Consultant SOQ demonstrates that the solution (software and services) deliver requirements stated in the proposal's scope of services and desired features.
- Consultant has qualifications, experience, and expertise directly related to the scope of services and has project examples and references from similar public agencies with contact information (local agencies preferred).
- Consultant has qualified personnel available to perform the scope of services.
- Consultant states ability to perform within the stated project schedule.
- Consultant's solution includes high quality, intuitive, and user-friendly software.
- Ease of integration with other tools and software services such as [Cityworks](#), [Logos.net](#), GIS, IT and open data portals.
- Consultant demonstrates direct and successful experiences working with PG&E, San Jose Water, and California Water Service Company.
- Consultant accepts the City of Cupertino standard form consultant agreement, including insurance requirements, without modifications.

7. QUALIFICATIONS SUBMITTAL

Qualifications submittals are due by 3:00 p.m. on Monday, April 11, 2016. Proposals should be emailed directly to Katy Nomura at katyn@cupertino.org, preferably in PDF format. **Late or faxed submittals are NOT ACCEPTABLE and will be considered non responsive.**

The City reserves the right to reject any or all proposals, waive any irregularities, and choose the firm or team which, in its opinion, best serves the City's interests. **The Vendor is responsible for all costs associated with the submission and interview/demo (if requested) in response to this Request for Qualifications.**

The qualifications submittal shall not exceed ten (10) pages, excluding table of contents and cover letter, resumes for key personnel, and any promotional materials. Quality of the submission is preferred over quantity and succinct, responsive proposals are welcomed. Submissions will not be returned.

The Vendor's submission should provide, at a minimum, the following information:

- **Cover Letter:** Include the following general information with the signature of an authorized representative: the firm's organizational structure, business type (corporation, partnership, sole proprietorship), background, general qualifications, licensed professionals, licensed subconsultants, contact information (name, phone, and email), location of office(s) where work will be performed, and confirmation that the City's Standard Consultant Agreement (Attachment B), including insurance requirements, is acceptable to the Vendor without modification and/or include an explanation for any areas of concern with the Standard Consultant Agreement, listing any objections or exceptions.
- **Project Understanding/Approach:** Briefly describe the firm's understanding of the project and how the solution provides the desired features. **Please include additional feature(s) that may add value to the project.** Please include a completed copy of the Feature Checklist in "Attachment A" to demonstrate that the Vendor's solution includes all essential features. An Excel version of "Attachment A" is included in this RFQ for the Vendor to complete. ONLY Columns D, E, and F should be modified.
- **Implementation Timeline:** Provide a project timeline that illustrates data gathering, set up, training, implementation, and any other milestones or recurring services.
- **Experience:** Briefly identify any past experience developing or implementing similar solutions at local governments, or other, perhaps commercial or educational, sites requiring similar outcomes. Identify any specific experiences with the retailers specified in Section 1, Description and Scope: Background, and any experiences integrating with other tools and software such as City Works, Logos.net, GIS, IT, and open data portals.
- **Qualifications of Staff:** Provide qualifications of key staff that would be assigned to the proposed City project, role of each, and work histories for each. Please identify the primary point of contact and the backup individual for implementation set up as well as ongoing customer service.
- **References:** Please provide 3 customer references with phone number and email for the City to contact in order to learn how the solution has performed after implementation. Please ensure that at least one of the customer references has implemented the solution for 2+ years (if such a reference cannot be provided, please explain). City references are preferred and local city references are highly preferred.

8. CONTRACT REQUIREMENTS

A sample City contract is attached to this RFQ as "Attachment B". Please note that insurance requirements are identified in the contract. **The Vendor must agree to this standard form of consultant agreement, without modification, in the SOQ submission unless exception is otherwise taken in their cover letter.**

9. ATTACHMENTS

The following attachments are provided with the RFQ package:

- 1) Attachment A, Feature Checklist
- 2) Attachment B, City of Cupertino Standard Consultant Agreement
- 3) Attachment C, Consultant Rating Form

END OF REQUEST FOR QUALIFICATIONS

ATTACHMENT A

Feature Checklist

Professional services for this project consist of working with the City and the City's retailers to provide automated bill entry, reports, analytics, and customizable dashboards for various users. The following is a list of anticipated features that the City is looking for in a utility data management solution. Some features are essential (priority 1) while others are supplemental (priority 2). For each feature, indicate the number of clients that currently use this feature, whether or not the solution includes that feature, and a description of how the solution provides this feature. Only edit Columns D, E, and F.

ID	Priority	Bill Data Management	# of clients using this feature	Included Y/N	Please Describe
1	1	Automated bill entry (bill date, bill cycle information, usage data, cost data, special charges/credits) for at least 350 service agreements with an unlimited number of user specified groupings (by location, building, vendor, service team, financial account, etc.) and automatic flagging of unusual entries and anomalies			
2	1	Compatibility with PG&E (including net metering services), San Jose Water Company, and California Water Service Company (Recology a plus)			
3	1	Searchable database with the ability to store at least 10 years of electric, gas, and water billing data (with the potential for including phone, fuel, and waste billing data).			
4	1	Option for manual bill entry and ability to edit data for select users with a "Notes" field for bill entries to address recordkeeping needs (e.g. Usage changed from 4301 to 4 due to a misread)			
5	1	Easy one-step back-up downloads to save all data in the event of a system failure and the ability to export raw data, reports, charts, and graphs in Excel/CSV (and Word formats is a plus) . One-step imports to add historical data.			
6	2	Automatic entry and charting of interval data where available			
7	2	Compatibility with other tools such as ENERGY STAR portfolio manager			
8	2	Verification between billing and actual usage (such as by data loggers or other automatic readers)			
9	2	Images of bills that can be searched and viewed			

Bill Data Analysis

10	1	Analysis of individual meters as well as user-defined groups or buildings (by site, region, property type, landscape type, etc.)			
11	1	Ability to identify problem sites with unusually high usage or consistently high usage compared to a goal threshold (e.g. 30% below 2013 usage)			
12	1	Customizable query option with a wide range of parameters such us usage/cost comparisons for a given month across many years or usage/cost comparisons from time periods of the users choosing			

ID	Priority	Bill Data Analysis	# of clients using this feature	Included Y/N	Please Describe/Notes
13	2	Log projects indicating associated meters to run analysis, to benchmark each project, and to show progress			
14	2	Tracking of overall budget for each utility (as well as for sets of meters), showing used and remaining budget at any given time			
15	2	Forecasting of future use and expenses (qualifier for rate changes and rate/tariff analysis comparing alternative rates a plus) and rate scheduling analysis to determine appropriate rate schedule or plan for the given utility (e.g. time of use schedule, peak day pricing schedule, etc.)			
16	2	Ability to incorporate weather data normalizations as well as normalization for calendar months (allocating appropriate usage to each month)			
17	2	Greenhouse gas emissions data tracking for the City's municipal operations (e.g., energy, fuel and water used; employee commute miles traveled; solid waste generated; fugitive emissions from refrigerants, fire suppression, etc.)			

Dashboards and Reports

18	1	At-a-glance dashboards that can be customized for different users (e.g. Medians team may just want to see median related data, etc.) and are automatically updated			
19	1	Simple method to design new reports and save templates with: -Flexible options for filtering report data including charts & graphs to show usage, costs, and trends over a select duration -Ability to package reports into batches that can be run and downloaded at one time (one click)			

Ongoing Support and Service

20	1	Software as a service (SaaS), web-based, location independent interface with secured access			
21	1	Unlimited users and varied user access capabilities (limited to certain data types, varied view and edit abilities, etc.)			
22	1	Excellent and ongoing customer service (Responds to urgent and non-urgent requests in a timely manner)			
23	2	Email alerts when data is uploaded, when there are any flagged entries, and/or when there are high usage sites/entries. Automatically distributed reports to select users/emails according to a user defined schedule.			

ATTACHMENT B
City of Cupertino Standard Consultant Agreement

AGREEMENT BETWEEN THE CITY OF CUPERTINO AND _____ FOR
CONSULTANT SERVICES FOR _____

THIS AGREEMENT, for reference dated _____, 20_, is by and between CITY OF CUPERTINO, a municipal corporation (hereinafter referred to as "City"), and _____, a (California corporation, partnership, sole proprietor, individual) whose address is _____(hereinafter referred to as "Consultant"), and is made with reference to the following:

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the Constitution and the statutes of the State of California and the Cupertino Municipal Code.

B. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. City and Consultant desire to enter into an agreement for _____ upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The term of this Agreement shall commence on the date this agreement is executed and shall terminate on _____, 20_, unless terminated earlier as set forth herein.

2. SERVICES TO BE PERFORMED:

Consultant shall perform each and every service set forth in Exhibit "A". titled "Scope of Services" which is attached hereto and incorporated herein by this reference.

3. SCHEDULE OF PERFORMANCE:

The Services of Consultant are to be completed according to the schedule set out in Exhibit B, titled "Schedule of Performance ", which is attached hereto and incorporated herein by this reference.

4. COMPENSATION TO CONSULTANT:

The maximum compensation to be paid to Consultant under this agreement shall not exceed _____ Dollars (\$_____). The rate of payment is set out in Exhibit C, titled "Compensation", which is attached hereto and incorporated herein.

Consultant shall furnish to City a detailed statement of the work performed for compensation during the term of this Agreement. Consultant may submit monthly invoices for interim progress payments during the course of each phase, clearly stating as a minimum the total Contract amount, amount paid to date, percent complete and amount due.

5. TIME IS OF THE ESSENCE:

Consultant and City agree that time is of the essence regarding the performance of this Agreement.

6. STANDARD OF CARE:

Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

7. INDEPENDENT PARTIES:

City and Consultant intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by City to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

8. IMMIGRATION REFORM AND CONTROL ACT (IRCA):

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of his/her employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Consultant shall indemnify and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

9. NON-DISCRIMINATION:

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Consultant or Consultant's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

10. PROJECT COORDINATION

CITY: Director of Public Works shall be representative of City for all purposes under this Agreement. [REDACTED] is hereby designated as the Director of Public Works' designee and Project Manager, and shall supervise the progress and execution of this Agreement.

CONSULTANT: Consultant shall assign a single Consultant Project Manager to have overall responsibility for the progress and execution of this Agreement for Consultant. Should circumstances or conditions subsequent to the execution of the Agreement require a substitute Consultant Project Manager for any reason, the Consultant Project Manager designee shall be subject to the prior written acceptance and approval of the City Project Manager. The designated Consultant Project Manager shall be [REDACTED].

11. HOLD HARMLESS:

Indemnification:

Consultant shall, to the fullest extent allowed by law, with respect to all services performed in connection with the Agreement, indemnify, defend, and hold harmless the City and its officers, officials, agents, employees and volunteers from and against any and all liability, claims, actions, causes of action or demands whatsoever against any of them, including any injury to or death of any person or damage to property or other liability of any nature, whether physical, emotional, consequential or otherwise, arising out, pertaining to, or related to the performance of this Agreement by Consultant or Consultant's employees, officers, officials, agents or independent contractors. Such costs and expenses shall include reasonable attorneys' fees of counsel of City's choice, expert fees and all other costs and fees of litigation.

12. INSURANCE:

On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraph 12A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Cupertino by certified mail, Attention: City Manager." It is agreed that Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

A. COVERAGE:

Consultant shall maintain the following insurance coverage:

- (1) **Workers' Compensation:**
Statutory coverage as required by the State of California.
- (2) **Liability:**
Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$500,000
each occurrence
\$1,000,000
aggregate - all other

Property Damage: \$100,000 each occurrence
\$250,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

- (3) **Automotive:**
Comprehensive automotive liability coverage in the following minimum limits:
Bodily Injury: \$500,000 each occurrence
Property Damage: \$100,000 each occurrence
or
Combined Single Limit: \$500,000 each occurrence

B. SUBROGATION WAIVER:

Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her insurance for recovery. Consultant hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or City with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards and commissions, officers, employees and volunteers shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

13. CONFLICT OF INTEREST:

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

14. PROHIBITION AGAINST TRANSFERS:

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

15. SUBCONTRACTOR APPROVAL:

Unless prior written consent from City is obtained, only those people and subcontractors whose names are included in this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

16. PERMITS AND LICENSES:

Consultant, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of services hereunder.

17. REPORTS:

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of City. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to City the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of City, and all publication rights are reserved to City. Consultant may retain a copy of any report furnished to the City pursuant to this Agreement.

B. All Reports prepared by Consultant may be used by City in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other City projects as appropriate.

C. Consultant shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on both sides of the paper except for one original, which shall be single sided.

E. No Report, information or other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by City.

F. Electronic and hard copies of Consultant's work product shall constitute the Project deliverables. Plans to be in CAD and PDF formats, and other documents to be in Microsoft Word and PDF formats. City holds Consultant harmless for any modifications to the documents.

18. RECORDS:

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement.

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Consultant shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

19. NOTICES:

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Consultant to City shall be addressed to City at:

City of Cupertino
10300 Torre Ave.
Cupertino CA 95014
Attention: _____

All notices, demands, requests, or approvals from City to Consultant shall be addressed to Consultant at:

20. TERMINATION:

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within the time specified after receipt by Consultant from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, City may terminate the Agreement forthwith by giving to the Consultant written notice thereof.

City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Consultant as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

In the event of termination, Consultant shall deliver to City, copies of all reports, documents, and other work performed by Consultant under this Agreement.

21. COMPLIANCES:

Consultant shall comply with all state or federal laws and all ordinances, rules and regulations enacted or issued by City.

A. **PREVAILING WAGES:** To the extent applicable, Contractor shall comply with the City's Labor Compliance Program and all other requirements set forth in Labor Code section 1770 et seq. Contractor shall pay prevailing wages. Contractor will submit monthly certified payroll records to the City for all employees and subcontractors in a preapproved format or a City provided form. Any delay in remitting certified payroll reports to the City upon request from the City will result in either delay and/or forfeit of outstanding payment to Contractor.

B. **WORKING DAY:** To the extent applicable, Contractor shall comply with California Labor Code Section 1810, et seq. which provides that work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, must be compensated as overtime, at not less than 1 ½ times the basic rate of pay.

C. **PAYROLL RECORDS:** To the extent applicable, Contractor shall comply with California Labor Code Section 1776 which requires certified payroll records be maintained with the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with this Agreement. The Payroll Records shall be made available for inspection as provided in California Labor Code Section 1776.

D. **APPRENTICES:** To the extent applicable, Contractor shall comply with California Labor Code Section 1777.5 regarding apprentices.

22. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Santa Clara, State of California.

23. ADVERTISEMENT:

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

24. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

25. INTEGRATED CONTRACT:

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Consultant.

26. GIFTS:

A. Consultant is familiar with City's prohibition against the acceptance of any gift by a City officer or designated employee, which prohibition is found in City Administrative Procedures.

B. Consultant agrees not to offer any City officer or designated employee any gift prohibited by the Administrative Procedures.

C. The offer or giving of any prohibited gift shall constitute a material breach of this Agreement by Consultant. In addition to any other remedies, City may have in law or equity, City may terminate this Agreement for such breach as provided in Section 19 of this Agreement.

27. INSERTED PROVISIONS:

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

28. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

P.O. No.: _____

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed.

CONSULTANT

CITY OF CUPERTINO
A Municipal Corporation

[Name of Consultant]

By _____

By _____

Name _____

Timm Borden, Director of Public Works

Title _____

Date _____

Date _____

Tax I.D. No.: _____

APPROVED AS TO FORM:

Address: _____

Carol Korade, City Attorney

ATTEST:

Grace Schmidt, City Clerk

Contract Amount: _____

Account No. : _____

Attachment C - Consultant Rating Form

CITY OF CUPERTINO CONSULTANT RATING FORM Utility Data Management Solution

Consultant: _____

Review Date: _____

Final Ranking:

Panel Member: _____

1	Consultant SOQ (Statement of Qualifications) overall presentation of material and responsiveness to submission criteria (0-5)	<input style="width: 40px; height: 30px;" type="text"/>
2	Consultant SOQ demonstrates that the solution (software and services) delivers requirements stated in the proposal's scope of services and desired features. (0-25)	<input style="width: 40px; height: 30px;" type="text"/>
3	Consultant has qualifications, experience, and expertise directly related to the scope of services. (0-10)	<input style="width: 40px; height: 30px;" type="text"/>
4	Consultant has project examples and references from similar public agencies with contact information (local agencies preferred). (0-15)	<input style="width: 40px; height: 30px;" type="text"/>
5	Consultant has qualified personnel available to perform the scope of services. (0-5)	<input style="width: 40px; height: 30px;" type="text"/>
6	Consultant states ability to perform within the stated project schedule. (0-5)	<input style="width: 40px; height: 30px;" type="text"/>
7	Consultant's solution includes high quality, intuitive, and user-friendly software. (0-15)	<input style="width: 40px; height: 30px;" type="text"/>
8	Ease of integration with other tools and software services such as Cityworks , Logos.net , GIS, IT and open data portals. (0-5)	<input style="width: 40px; height: 30px;" type="text"/>
9	Consultant demonstrates direct and successful experiences working with PG&E, San Jose Water, and California Water Service Company. (0-10)	<input style="width: 40px; height: 30px;" type="text"/>
10	Consultant accepts the City of Cupertino standard form consultant agreement, including insurance requirements, without modifications. (0 or 5)	<input style="width: 40px; height: 30px;" type="text"/>
Total Score (out of 100 points)		<input style="width: 60px; height: 50px;" type="text"/>