
CITY OF PELLA MUNICIPAL ELECTRIC UTILITY
Pella, Iowa

Request for Proposals

# ADVANCED METERING INFRASTRUCTURE (AMI) METERING SYSTEM AND INTEGRATION SERVICES

Prepared by:
City of Pella Municipal Electric Utility

Funded in part by the
Iowa Economic Development Authority (IEDA)
and the
U.S. Department of Energy (DOE)
Grid Resilience Formula Grant Program
(Authorized by the Infrastructure Investment and Jobs Act)

RFP Release Date: April 20, 2026

Proposal Due Date and Time: 2:00 p.m. on Thursday, May 21, 2026

Submission Location:
Pella Municipal Electric Utility
222 Truman Rd
Pella, Iowa 50219

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## SECTION 1: Introduction

The City of Pella Municipal Electric Utility is undertaking a system-wide Advanced Metering Infrastructure (AMI) modernization project to improve reliability, operational efficiency, billing accuracy, and grid resilience for all electric customers within the City of Pella. This project is funded in part through the Iowa Economic Development Authority (IEDA) under the U.S. Department of Energy (DOE) Grid Resilience Formula Grant Program, authorized by the Infrastructure Investment and Jobs Act (IIJA). As such, all equipment, procurement processes, documentation, and reporting requirements must comply with applicable federal regulations, including Build America, Buy America (BABA) provisions, federal procurement standards, and DOE program guidance.

The goal of this AMI project is to replace approximately 5,300 existing electric meters across residential, commercial, and industrial accounts with modern, IP-based, fully integrated AMI metering technology. The new system will leverage the City's existing Fiber-to-the-Premises (FTTP) network where available and utilize secure wireless connectivity where fiber backhaul is not directly accessible. The AMI system shall be designed to operate without routine reliance on external communication enclosures, bolt-on radios, collectors, or neighborhood gateway devices, and shall instead incorporate all primary communication functions—wired or wireless—behind the meter glass as part of the factory-sealed design. However, in limited cases where the City's FTTP network is not available to provide a direct IP backhaul path for a specific geographic area, the use of external communication devices may be permitted. Any such devices shall be used solely to provide network connectivity in FTTP-limited areas, shall interface directly with the utility's IP infrastructure, and shall not rely on cellular, proprietary radio systems, third-party network backhaul, or serve as multi-meter collectors or neighborhood communication hubs.

For planning and evaluation purposes, the City has prepared supplemental GIS reference data identifying approximate electric meter locations, fiber ONT locations, and streetlight infrastructure to assist proposers in understanding the system environment.

Because this project utilizes federal funding, the City of Pella has engaged in due diligence with the DOE BABA-MAX Technical Assistance program to evaluate domestic availability of AMI metering solutions. DOE's technical assistance indicated that very few commercially available AMI electric meters currently meet BABA domestic content thresholds for residential and commercial deployments, and that the limited BABA-compliant industrial metering equipment available is neither technically suitable nor financially practical for widespread deployment across the City's service territory. Accordingly, the City intends to submit a BABA non-availability waiver request, supported by DOE's documented findings. Vendors responding to this RFP must provide all required domestic-content documentation and shall support the City's BABA waiver submission as needed.

AMI meters and field equipment will be installed by Pella Municipal Electric Utility personnel. The successful vendor will be responsible for providing all system integration services, including head-end software configuration, communication system integration,

meter provisioning support, cybersecurity configuration, training, and commissioning. The resulting AMI system must provide reliable interval data collection; outage and restoration notifications; voltage and power quality metrics; event logs; secure firmware maintenance; and seamless communication across residential, polyphase, and transformer-rated metering installations.

As part of the City's operational requirements, the AMI system must fully integrate with the City's existing Civic Systems / Caselle Clarity Utility Billing System. The AMI system must deliver monthly, per-meter time-segmented energy usage, including on-peak, off-peak, and mid-peak watthour consumption in accordance with Caselle's data import specifications. The system must also provide timestamped 15-minute interval peak demand measurements (kW) for customers who qualify for demand-based billing, ensuring accurate demand determination and billing in accordance with the City's established rate structures. In addition, the system must capture and report reactive power (kVAR), power factor, and related power-quality metrics to support load monitoring, system diagnostics, and evaluation of customer demand characteristics during on-peak and off-peak periods. Standard Class 200 Form 2S meters supplied under this project must include a remote disconnect capability, fully integrated behind the meter glass, to support service connection, disconnection, and reconnection functions. The AMI system must also support bi-directional, detented watthour measurements for accurate accounting of both delivered and received energy for customers with distributed generation, including solar and other behind-the-meter renewable technologies. Vendors must provide secure, automated data-exchange workflows that ensure dependable synchronization between the AMI system and the City's billing platform to maintain accuracy in billing, rate structures, time-of-use programs, and distributed-generation settlements.

In support of customer engagement and transparency, the AMI system shall include or support a secure, web-based and mobile-accessible Customer Interaction Portal that provides near real-time visibility into electric usage, time-segmented energy consumption, demand values, and available power-quality information. The portal shall operate independently of the City's existing Civic Systems / Caselle Clarity Utility Billing System. The portal shall also be capable of displaying water-usage data once the City deploys compatible water-metering technologies, including interval or daily water-consumption history and usage trends. Customers shall have the option to enroll in automated alerts for both electric and water usage, including high-usage notifications, abnormal-consumption alerts, potential leak-detection alerts, continuous-flow warnings, or other exception-based conditions derived from AMI data. Although water-system integration is not included within the scope of this project, the AMI system and customer portal shall be designed and evaluated for compatibility with future water-metering endpoints, including ERT-based devices, to support seamless integration in subsequent phases of system deployment.

The AMI system shall be designed to support future demand-response (DR) and demand-voltage response (DVR) programs as part of the City's long-term grid-modernization and resiliency strategy. While implementation of DR or DVR programs is not included within the scope of the current project, the system architecture must be capable of securely supporting utility-initiated load and voltage-response strategies based

on real-time and interval metering data. This includes the ability to communicate with customer-side load-control devices or devices with voltage-responsive functionality, such as air-conditioning condenser controls, electric water heaters, electric vehicle supply equipment (EVSE), and other controllable or responsive loads. The AMI platform shall support standards-based, IP-connected control and verification workflows delivered over utility-owned network infrastructure and shall enable future customer participation, notification, and reporting through the AMI head-end and customer-interaction portal without requiring fundamental changes to the deployed system.

All metering devices furnished under this specification shall be factory-tested and certified for accuracy by a NIST-traceable source. Meter accuracy verification shall follow the testing principles established in Iowa Administrative Code 199—21.6, including evaluation at intermediate and maximum load points and determination of meter error using the algebraic average of these test results. The vendor shall provide complete electronic test data for each meter, including serial number, test points, and percent error at each point, in a standard digital format such as .csv or .xlsx suitable for the City's internal quality-assurance and recordkeeping processes.

This specification establishes the minimum technical, performance, cybersecurity, interoperability, and integration requirements for the procurement of the City's next-generation AMI metering system. The City seeks a long-term, scalable, standards-based solution that enhances operational capability, improves grid monitoring, supports future automation and resiliency initiatives, and aligns with DOE's grid resilience objectives.

## SECTION 2: Project Objectives and Evaluation Framework

### 2.1 Project Objectives

The Advanced Metering Infrastructure (AMI) project is intended to modernize the City of Pella's electric metering capabilities, enhance operational efficiency, strengthen grid resilience, improve customer engagement, and support future multi-utility integration. The City seeks a system that enables secure, reliable, and scalable two-way communication between meters and utility systems while leveraging the City's existing Fiber-to-the-Premises (FTTP) network where available. The system must support accurate time-segmented billing, demand measurement, enhanced power-quality monitoring, improved outage management, and near real-time customer-facing usage information through an independent customer interaction portal.

The AMI system must reduce the operational burden of manual meter reading, accelerate outage detection and service restoration, improve billing accuracy, and create a foundation for future automation and distributed energy resource (DER) integration. The project must also prepare the City for future multi-utility data consolidation by enabling eventual display of water-usage data and alert functionality for water services within the customer portal. The architecture shall be designed for high reliability, long-term supportability, and compatibility with future expansion of smart-grid, load-management, and distributed-generation initiatives.

### 2.2 Vendor Response Requirements

Vendors must submit a comprehensive proposal that includes, at minimum:

1. Technical Specifications describing all proposed meters, communication methods, hardware, firmware, security features, data reporting capabilities, and customer-portal functionality.
2. System Architecture Documentation detailing communication pathways (e.g., FTTP, Wi-Fi, mesh), head-end components, data management systems, customer-portal architecture, and cybersecurity controls.
3. Implementation Plan, including proposed timelines, resource requirements, commissioning procedures, training programs, and support structure.
4. Integration Plan describing how the system will interface with Caselle Clarity Utility Billing, how future water-meter data would be ingested or displayed, and how customer alerts will be configured.
5. Testing Documentation, including NIST-traceable factory test procedures, adherence to Iowa Administrative Code 199—21.6 principles, and sample test reports in .csv or .xlsx format.
6. Cybersecurity and Data Governance Plan describing authentication, encryption, firmware security, IPv6 support, and ongoing update procedures.
7. Customer Portal Demonstration or Documentation showing capabilities, interface options, alerting features, and future multi-utility support readiness.

8. Warranty and Support Documentation, including standard warranty terms, extended coverage options, support response times, escalation procedures, and software-maintenance provisions.
9. Cost Proposal, including itemized pricing for meters, software, licensing, integration, training, support, and any optional features or add-on modules.
10. BABA Documentation, including domestic-content declarations and any supporting materials needed for the City's BABA non-availability waiver request.
11. A narrative description of the system's readiness to support future demand-response (DR) and demand-voltage response (DVR) programs, consistent with Sections 1 and 3 of this specification.

Failure to provide complete documentation may result in disqualification.

2.3 Mandatory Requirements

The following requirements are mandatory. Proposals that do not meet all mandatory requirements will not be evaluated further.

1. Behind-the-Glass Integrated Communications: Standard residential and commercial/industrial meters must include factory-integrated, behind-the-glass communications hardware capable of establishing a secure IP connection using Wi-Fi and supporting mesh routing where needed.
2. FTTP-Compatible Architecture: The system must operate with the City's existing FTTP network wherever available, without reliance on cellular networks, proprietary backhaul systems, neighborhood collectors, or multi-meter gateway devices.
3. Remote Disconnect Capability: Standard Class 200 Form 2S meters and Form 12S network meters must include fully integrated remote disconnect/reconnect capability.
4. Caselle Clarity Compatibility: The system must support automated delivery of monthly time-segmented energy usage and timestamped 15-minute demand values in a format compatible with Caselle Clarity Utility Billing.
5. Power-Quality Measurement: Meters must support measurement and reporting of kVARs, power factor, and other relevant power-quality metrics.
6. Distributed-Generation Support: Meters must support detented, bi-directional energy measurement for net-metered and customer-owned DER installations.
7. Customer Portal Requirement: The system must include or support a secure, standalone customer portal capable of displaying electric usage and future water-usage data, along with configurable alerting functions.
8. NIST-Traceable Accuracy Testing: All meters must be factory-tested by a NIST-traceable source, with accuracy verified at intermediate and maximum load points consistent with the testing principles of Iowa Administrative Code 199—21.6.
9. Electronic Test Data: Vendors must provide per-meter test reports in .csv or .xlsx format.

10. Cybersecurity Standards: The system must support IPv6, encrypted communications, secure firmware updates, and industry-standard security practices.
11. No Prohibited Architectures: The system may not rely on collector-based AMI designs, multi-meter gateways, or externally mounted radios except in geographic areas where FTTP is not available.
12. Implementation and Training Support: Vendors must provide comprehensive integration, configuration, commissioning, and training services.

2.4 Scored Evaluation Criteria

Proposals that meet all mandatory requirements will be evaluated according to the following weighted criteria:

| Evaluation Category | Points |
|---|---|
| Technical Compliance & Meter Performance | 25 |
| Communication Architecture, Network Integration, and Future Grid-Interactive Capability | 20 |
| Customer Portal Features & User Experience | 10 |
| Cybersecurity, IPv6, and Data Integrity | 10 |
| Integration with Caselle Clarity & Future Water Data Support | 10 |
| Vendor Experience, Product Maturity & Reliability | 10 |
| Implementation Plan, Training & Support Services | 10 |
| Total Cost of Ownership | 5 |
| Total Possible Points | 100 |

In evaluating communication architecture and network integration, additional consideration will be given to systems that demonstrate readiness to support future grid-interactive capabilities, including demand-response (DR) and demand-voltage response (DVR) strategies, without reliance on cellular networks, proprietary backhaul systems, or fundamental changes to the deployed AMI platform.

In evaluating system architecture, integration, and overall technical approach, additional consideration may be given to solutions that support full on-premises deployment within City-owned infrastructure with minimal reliance on external or vendor-hosted services.

## 2.5 Scoring Methodology

Proposals that satisfy all mandatory requirements identified in Section 2.3 will be evaluated using the weighted scoring criteria described in Section 2.4. Points will be assigned based on demonstrated compliance, technical merit, completeness, clarity of documentation, alignment with project objectives, and overall value to the City. All scoring determinations will be based exclusively on the information contained in each vendor's written proposal. No negotiations, price adjustments, best-and-final offers (BAFO), or material revisions to proposals will be permitted after the proposals are opened.

The City may request written clarifications strictly for the purpose of resolving minor ambiguities or confirming information already provided in a proposal. Such clarifications shall not result in changes to pricing, scope, technical approach, or contractual terms. Failure to respond to a clarification request may result in a proposal being deemed non-responsive.

The City intends to award the contract to the highest scoring proposal, based on the criteria noted in section 2.4. The City reserves the right to reject any or all proposals, waive informalities, or cancel the solicitation if determined to be in the best interest of the City and consistent with applicable grant requirements.

## 2.6 Proposals are Public Records

All proposals submitted in response to this RFP shall become the property of the City of Pella and will not be returned.

Under Chapter 22 of the Iowa Code, "Examination of Public Records", all records of a governmental body are presumed to be public records, open to inspection by members of the public. Proposals submitted in response to this RFP shall be considered public records.

## SECTION 3: Minimum Technical and Functional Requirements

This section defines the minimum technical, functional, and performance requirements for the Advanced Metering Infrastructure (AMI) system proposed for the City of Pella Municipal Electric Utility. All requirements in this section are mandatory unless explicitly noted otherwise. Proposals that fail to meet these minimum requirements may be deemed non-responsive.

### 3.1 Meter Hardware Requirements

All meters furnished under this project shall be utility-grade devices designed for North American electric-utility service and shall comply with applicable ANSI, IEEE, and UL standards.

Meters must support, at a minimum, the following forms and classes:

- Single-phase self-contained meters including Form 2S Class 200 and Form 2S Class 320
- Network meters including Form 12S Class 200 and Class 320
- Polyphase self-contained meters including Forms 12S, 14S, 15S, and 16S in Class 200 and Class 320
- Transformer-rated meters including, but not limited to, Forms 3S, 4S, 5S, 9S, and 36S

All self-contained meters shall be ringless socket compatible. Standard Class 200 Form 2S meters supplied under this project shall include an integrated remote service disconnect/reconnect switch located behind the meter glass. Transformer-rated meters are not required to include disconnect capability unless otherwise specified by the City.

Meters shall be capable of operating reliably across environmental conditions typical of the City of Pella and shall meet applicable accuracy requirements under ANSI C12.20, as appropriate for meter class and application.

### 3.2 Integrated Communications Architecture

The AMI system shall utilize an IP-based communications architecture designed to leverage the City's existing Fiber-to-the-Premises (FTTP) infrastructure wherever available. All standard meters shall include factory-integrated communication hardware located behind the meter glass as part of a sealed meter design.

Meters shall be capable of establishing secure IP communications using wireless connectivity, including Wi-Fi, and shall support peer-to-peer or mesh capabilities to allow meters without a direct backhaul path to communicate through nearby meters with available connectivity.

The system shall not rely on collector-based architectures, centralized neighborhood gateway devices, proprietary radio networks, or cellular communications as a routine backhaul method. In limited geographic areas where FTTP infrastructure is not available, the use of external communication devices may be permitted solely to extend IP connectivity. Any such devices shall interface directly with utility-owned IP infrastructure and shall not rely on cellular networks, third-party backhaul services, or proprietary wide-area networks.

3.3 Measurements, Data, and Power-Quality Requirements

The AMI system shall support high-resolution interval data collection and advanced measurement capabilities suitable for modern electric-utility operations.

At a minimum, meters shall support:

- Time-segmented watthour (kWh) energy measurement, including on-peak, off-peak, and mid-peak periods
- Timestamped 15-minute interval demand (kW) measurements for customers subject to demand-based billing
- Reactive power (kVAR) measurement
- Power factor measurement
- Voltage and other relevant power-quality metrics
- Detented, bi-directional watthour measurement to support net-metered and customer-owned distributed generation systems

Event data shall be timestamped and include, at a minimum, outage detection, power restoration, voltage anomalies, and meter tamper or diagnostic events.

3.4 Head-End, Data Management, and Integration Requirements

The AMI system shall include or support a head-end system capable of securely collecting, storing, and managing meter data from all deployed endpoints. The system shall provide automated interfaces for exporting billing-quality data to the City's Civic Systems / Caselle Clarity Utility Billing System.

The City's preferred and baseline deployment model is for the AMI head-end system, meter data management, and associated databases to be hosted on servers provided, owned, and administered by the City of Pella Municipal Electric Utility. The proposed AMI system shall support full on-premises deployment within City-owned infrastructure without routine reliance on vendor-hosted cloud services for core system operation.

Alternative hosting configurations, including hosting through a trusted third-party utility partner or vendor-managed environments, may be described for evaluation purposes only and shall not be assumed as the default system architecture.

Regardless of hosting configuration, all metering data, interval data, event logs, customer usage information, and derived analytics produced by the AMI system shall remain the sole property of the City of Pella Municipal Electric Utility.

The system must support delivery of monthly billing data in a format compatible with Caselle Clarity, including:

- Per-meter time-segmented energy consumption totals
- Timestamped peak demand values for demand-billed customers
- Support for bi-directional energy accounting for distributed generation

The system architecture shall provide open or documented interfaces capable of supporting future integrations without requiring fundamental redesign or wholesale replacement of deployed infrastructure.

### 3.5 Customer Interaction Portal Requirements

The AMI system shall include or support a secure, web-based and mobile-accessible customer interaction portal operating independently of the City's existing billing system. The portal shall provide customers with near real-time visibility into their electric usage, including interval consumption, time-of-use information, demand history when applicable, and available power-quality data.

The portal shall provide customers with configurable alerting options for electric usage, including high-usage alerts, abnormal-consumption notifications, and other exception-based conditions derived from AMI data.

The portal shall be designed to support future display of water-usage data once compatible water-metering technologies are deployed. This shall include the ability to present water-consumption history and to support alerts such as high water usage, continuous-flow detection, or potential leak indicators. While water-meter integration is not part of the current project scope, the AMI platform and customer portal shall be evaluated for compatibility with water-meter data sources, including ERT-based endpoints.

### 3.6 Demand-Response and Demand-Voltage Response Readiness

The AMI system shall be designed to support future demand-response (DR) and demand-voltage response (DVR) programs as part of the City's long-term grid-modernization and resiliency strategy. While implementation of DR or DVR programs is not included within the scope of this procurement, the proposed AMI system must demonstrate architectural readiness—through documentation, system design descriptions, or a technology roadmap—to support such programs without requiring replacement of meters, communication infrastructure, or core AMI components.

The system shall be capable of supporting secure, utility-initiated signaling, coordination, and verification of load-response and voltage-response actions based on interval and near real-time metering data. This includes the ability to communicate with customer-side load-control or voltage-responsive devices such as air-conditioning condenser controls, electric water heaters, electric vehicle supply equipment (EVSE), and other controllable or responsive electric loads.

Demand-response and demand-voltage response capabilities shall utilize standards-based, IP-connected communication pathways operating over utility-owned network infrastructure. The system shall not require reliance on cellular networks, proprietary third-party platforms, or external aggregators to support these capabilities.
The AMI platform shall support future event scheduling, grouping of participating devices or accounts, execution of response actions, and measurement and reporting of response performance for operational evaluation and future customer programs. Integration of DR and DVR functionality shall be supported through the AMI head-end and customer-interaction portal to enable future customer notification, opt-in participation, and reporting without requiring fundamental changes to the deployed AMI system.

3.7 Cybersecurity and Data Protection Requirements

The AMI system shall employ industry-standard cybersecurity practices suitable for critical utility infrastructure. At a minimum, the system shall support IPv6 addressing, encrypted communications, secure device authentication, role-based access controls, and digitally signed or verified firmware updates.

The system shall be designed to protect customer data and utility systems from unauthorized access, interception, or tampering, and shall support ongoing security patching and maintenance.

3.8 Meter Testing and Documentation Requirements

All meters furnished under this specification shall be factory-tested and certified for accuracy by a NIST-traceable source. Accuracy verification shall follow the testing principles described in Iowa Administrative Code 199—21.6, including evaluation at intermediate and maximum load points and determination of meter error using the algebraic average of test results.

The vendor shall provide complete electronic test results for each meter, including meter serial number, test points, and percent error at each point. Test data shall be delivered in a standard electronic format such as .csv or .xlsx and shall be suitable for the City's quality-assurance and regulatory recordkeeping needs.

3.9 Installation, Commissioning, and Support

All physical installation of meters and field equipment will be performed by City of Pella Electric Department personnel. The vendor shall provide all system integration services,

including initial configuration, provisioning workflows, communication verification, system commissioning, and operational acceptance testing.

The vendor shall provide training for utility staff, including system administration, troubleshooting, data validation, customer-portal administration, and routine operational use. Ongoing technical support, software maintenance, and firmware updates shall be available throughout the system lifecycle.

## SECTION 4: Instructions to Proposers

4.1 General

The City of Pella Municipal Electric Utility ("City") is soliciting proposals for the procurement of an Advanced Metering Infrastructure (AMI) metering system and associated integration services as described in this Request for Proposal. Proposals shall be submitted in accordance with these Instructions to Proposers and all applicable City, state, and federal procurement requirements.

This procurement is funded in part by the Iowa Economic Development Authority (IEDA) using federal funds provided through the U.S. Department of Energy Grid Resilience Formula Grant Program. As a result, proposers must comply with applicable federal and state laws, regulations, and grant conditions.

4.2 Questions and Clarifications

Questions concerning this solicitation shall be submitted in writing by email to:

Nate Spurgeon
Electric Director
City of Pella Municipal Electric Utility
Email: nspurgeon@cityofpella.com

Oral inquiries, including telephone inquiries, will not be accepted.

Written questions must be received no later than 5:00 p.m., Thursday, May 7, 2026.

Responses to questions deemed material to the preparation of proposals will be issued in writing to all potential proposers through an addendum to this solicitation. No interpretation, clarification, or correction of the proposal documents shall be binding unless issued by the City in a written addendum.

4.3 Proposal Requirements

Proposals must be submitted as sealed written proposals and received by the City at the time and location identified herein. Late submissions will not be accepted and will be returned unopened.

Each proposal shall be clearly marked with the project title and the proposer's name. Electronic, faxed, or emailed proposals will not be accepted unless explicitly authorized by the City.

4.4 Format and Content of Proposals

To be considered responsive, each proposal must include the following:

1. A signed cover letter identifying the proposer, contact information, and acknowledgment of all addenda, if any.
2. A complete technical response demonstrating compliance with Sections 1 through 3 of this specification.
3. Documentation addressing all mandatory (pass/fail) requirements identified in Section 2.3.
4. A completed pricing proposal using the format provided by the City (see Appendix A or equivalent pricing schedule).
5. Required testing documentation, certifications, and data formats as specified in Section 3.7.
6. Customer portal documentation demonstrating compliance with Section 3.5 requirements.
7. BABA domestic-content documentation and disclosure sufficient to support the City's anticipated waiver request as described in Section 5.
8. Any additional forms or affidavits required by the City, IEDA, or the DOE grant program.

Failure to submit all required materials may result in the proposal being deemed non-responsive.

Hard-copy submissions shall govern for purposes of responsiveness, and determination of compliance with this solicitation.

Following the opening of proposals, the City may request an electronic copy of a proposal for evaluation and administrative purposes. Any such electronic copy shall be provided only upon request by the City and shall be identical in content to the hard-copy submitted.

Submission of an electronic copy prior to the due date shall not be accepted and shall not substitute for timely submission of a sealed proposal.

In the event of any discrepancy between a hard-copy submission and a subsequently provided electronic copy, the hard-copy submission shall govern.

4.5 Proposal Validity

Proposals shall remain valid for a minimum period of ninety (90) calendar days from the due date.

The City reserves the right to request one or more extensions of proposal validity from the apparent successful proposer as may be required to complete evaluation, obtain necessary approvals, or address funding or grant compliance matters, including but not limited to approval of any required Build America, Buy America (BABA) non-availability waiver.

4.6 Evaluation and Award

Proposals that meet all mandatory requirements will be evaluated in accordance with the evaluation criteria and scoring methodology set forth in Section 2. The City will evaluate proposals strictly on the basis of the sealed written submissions received.

No negotiations, oral presentations, best-and-final offers (BAFO), or price revisions will be conducted. Award, if made, will be to the highest scoring proposal based on the published evaluation criteria.

4.7 Clarifications

The City may request written clarification of a proposal for the sole purpose of resolving minor ambiguities or confirming information already contained in the proposal. Such clarifications shall not modify the proposal price, scope, technical approach, or contractual terms. Failure to respond to a clarification request may result in the proposal being deemed non-responsive.

4.8 Withdrawal of Proposals

Proposals may be withdrawn by a proposer prior to due date in accordance with applicable City and state procurement rules. No proposal may be withdrawn after the proposals have been opened.

4.9 Reservation of Rights

The City reserves the right to reject any or all proposals, to waive informalities or minor irregularities, to cancel or modify the solicitation, or to award the contract in the manner deemed to be in the best interest of the City and consistent with applicable grant requirements.

4.10 Governing Law

This solicitation and any resulting contract shall be governed by and construed in accordance with the laws of the State of Iowa.

4.11 Supplemental GIS Reference Data

The City has made available supplemental GIS reference data for planning and evaluation purposes, including approximate locations of electric meters, fiber ONTs, and streetlight infrastructure. This data is provided to assist proposers in understanding the system environment and potential communication pathways.

Access to the supplemental GIS data will be provided upon request and may be subject to reasonable data-use and confidentiality restrictions, including execution of a

Non-Disclosure Agreement due to the classification of the data as Critical Energy Infrastructure information.

The data is provided for reference only and is not warranted to be complete or accurate, nor shall it be considered survey-grade or construction-grade information. Proposers are responsible for validating assumptions used in developing their proposals.

## SECTION 5: Terms, Conditions, and Grant Compliance

### 5.1 General Terms

This solicitation and any resulting contract shall be governed by the terms and conditions set forth herein. Submission of a proposal constitutes the proposer's acceptance of all terms, conditions, and requirements contained in this specification, unless specifically noted otherwise in writing prior to the due date. Conditional proposals or proposals taking exception to material requirements may be deemed non-responsive.

### 5.2 Federal and State Grant Compliance

This project is funded in part by the Iowa Economic Development Authority (IEDA) using federal funds provided through the U.S. Department of Energy Grid Resilience Formula Grant Program under the Infrastructure Investment and Jobs Act (IIJA). The successful proposer shall comply with all applicable federal and state laws, regulations, and grant conditions, including but not limited to applicable provisions of 2 CFR Part 200 and project-specific DOE and IEDA requirements.

The City reserves the right to incorporate additional grant-required terms and conditions into the final contract as may be required by IEDA or DOE as a condition of funding.

### 5.3 Build America, Buy America (BABA)

Proposers acknowledge that this project is subject to Build America, Buy America (BABA) requirements. The City has conducted due diligence in consultation with the U.S. Department of Energy regarding the availability of compliant AMI metering equipment and intends to submit a BABA non-availability waiver request for equipment that meets the project's technical requirements yet is not currently available in sufficient quantity or configuration to meet BABA domestic-content thresholds.

Proposers shall provide any domestic-content information, certifications, or supporting documentation reasonably required to support the City's waiver request and subsequent grant reporting. Award of a contract under this solicitation may be contingent upon approval of the BABA waiver.

Nothing in this solicitation shall be construed as requiring the procurement of equipment that is not commercially or technically feasible solely for the purpose of meeting domestic-content requirements.

### 5.4 Insurance and Liability

The successful proposer shall maintain insurance coverage appropriate to the scope of work, including commercial general liability, workers' compensation, and any other coverage required by law. Evidence of insurance shall be provided prior to contract

execution. The proposer shall be responsible for compliance with all applicable safety and labor regulations.

5.5 Payment Terms

Unless otherwise specified in the final contract, payment terms shall be net thirty (30) days from receipt of an undisputed invoice and acceptance of goods or services by the City. Progress payments, if any, shall be subject to grant-funding conditions and City approval.

5.6 No Assignment

The successful proposer shall not assign or transfer any portion of the contract without the prior written consent of the City.

5.7 Non-Collusion

By submitting a proposal, the proposer certifies that the proposal is made without collusion with any other proposer and that no effort has been made to influence any competitor to submit or refrain from submitting a proposal.

5.8 Disqualification

The City reserves the right to disqualify any proposer that has failed to perform satisfactorily on previous municipal or utility projects, has submitted false or materially misleading information, or has failed to comply with applicable laws or grant requirements.

5.9 Cancellation and Termination

The City reserves the right to cancel this solicitation at any time if it is determined to be in the best interest of the City or if grant funding is withdrawn, reduced, or conditioned in a manner that materially affects the project. The City also reserves the right to terminate any resulting contract in accordance with its terms and applicable law.

5.10 Governing Law and Venue

Any contract resulting from this solicitation shall be governed by and construed in accordance with the laws of the State of Iowa. Venue for any legal action related to this solicitation or resulting contract shall lie in the appropriate court within the State of Iowa.

5.11 Entire Agreement

This solicitation, together with any addenda and the successful proposer's proposal, shall form the basis for the final contract. In the event of a conflict, the City's solicitation documents shall govern unless otherwise agreed to in writing.

**APPENDIX A: Proposal Pricing Schedule**

Proposers shall submit pricing using the format provided below. All prices shall be firm for the duration of the proposal validity period identified in Section 4. Pricing shall be expressed in U.S. dollars.

Unless otherwise exempt by law, all prices shall include all applicable federal, state, and local sales taxes, use taxes, and similar transaction taxes. The City will not pay sales tax as a separate line item unless specifically required by law and identified in the proposal.

Failure to submit complete pricing information may result in the proposal being deemed non-responsive.

A.1 Electric Meter Unit Pricing

Proposers shall provide unit pricing for each meter type listed below. Quantities are estimates only and are provided for evaluation purposes. Actual quantities may vary.

| Meter Description | Form / Class | Estimated Quantity | Unit Price (Each) |
|---|---|---|---|
| Single-phase residential meter with integrated AMI and remote disconnect | Form 2S CL200 | 4,826 | $ |
| Single-phase residential meter with integrated AMI | Form 2S CL320 | 14 | $ |
| Network residential/light commercial meter with integrated AMI and remote disconnect | Form 12S CL200 | 87 | $ |
| Polyphase self-contained meter with integrated AMI | Form 12S CL200 | 3 | $ |
| Polyphase self-contained meter with integrated AMI | Form 14S/15S/16S CL200 | 137 | $ |

| | | | |
|---|---|---|---|
| Polyphase self-contained meter with integrated AMI | Form 14S/15S/16S CL320 | 8 | $ |
| Transformer-rated meter with integrated AMI | Form 3S CL20 | 1 | $ |
| Transformer-rated meter with integrated AMI | Form 4S CL20 | 24 | $ |
| Transformer-rated meter with integrated AMI | Form 5S CL20 | 3 | $ |
| Transformer-rated meter with integrated AMI | Form 9S CL20 | 174 | $ |
| Transformer-rated meter with integrated AMI | Form 36S CL20 | 29 | $ |

Subtotal Section A.1 Electric Meters: $_____

A.2 AMI Software, Head-End, and Customer Portal Pricing

Proposers shall provide separate pricing for all required AMI software, head-end systems, customer portal functionality, and associated licenses. Pricing shall clearly indicate whether costs are one-time or recurring. Pricing shall include all licenses, subscriptions, and user counts required to support the full deployment described in this specification.

| Description | One-Time Cost | Annual Cost (if applicable) |
|---|---|---|
| AMI head-end software | $ | $ |
| Meter data management and data-export functionality | $ | $ |
| Customer interaction portal (electric usage) | $ | $ |

| | | |
|---|---|---|
| Future water-usage compatibility and portal readiness | $ | $ |

Subtotal Section A.2 Software and Systems: $_____

A.3 Integration, Configuration, and Commissioning Services

Proposers shall provide lump-sum pricing for all required professional services necessary to deliver a fully operational system, including but not limited to system configuration, integration, testing, and acceptance support.

| Description | Lump-Sum Price |
|---|---|
| System integration and configuration services | $ |
| Caselle Clarity billing system integration | $ |
| Network and communications configuration (including FTTP and wireless pathways) | $ |
| System commissioning and acceptance testing | $ |

Subtotal Section A.3 Integration and Services: $_____

A.4 Training and Support

Proposers shall include pricing for all required training and support services.

| Description | Price |
|---|---|
| Utility staff training (initial) | $ |
| Post-installation operational support (initial support period) | $ |
| Software maintenance and support (annual, if applicable) | $ |

Subtotal Section A.4 Training and Support: $_____

A.5 Optional Items (If Applicable)

Proposers may list optional features or enhancements separately. Optional items will not be included in the proposal evaluation unless specifically requested by the City.

| Optional Item Description | Price |
|---|---|
| | $ |
| | $ |
| | $ |
| | $ |

A.6 Total Proposal Price Summary

| Category | Price |
|---|---|
| Electric Meters Subtotal | $ |
| Software and Systems Subtotal | $ |
| Integration and Services Subtotal | $ |
| Training and Support Subtotal | $ |
| Optional Items (if selected) | $ |
| Total Bid Price | $ |

A.7 Pricing Acknowledgement

By submitting pricing in this Appendix, the proposer acknowledges that:

- Prices include all costs required to meet the specifications
- Prices do not rely on future negotiations or assumptions
- Pricing complies with Section 4 (Instructions to Proposers) and Section 5 (Terms and Conditions)
- Pricing is valid for the proposal validity period specified in Section 4

Authorized Signature:_____

Printed Name & Title: _____

Company Name: _____

Date: _____

## APPENDIX B: Critical Energy Infrastructure Non-Disclosure Agreement

Purpose and Applicability

This Non-Disclosure Agreement ("NDA") is provided for the sole purpose of governing access to supplemental GIS reference data classified by the City of Pella as Critical Energy Infrastructure information in connection with the Advanced Metering Infrastructure (AMI) procurement.

Execution of this NDA is required only for proposers who request access to the supplemental GIS reference data described in Section 4.10 of this specification. Submission of a proposal does not require execution of this NDA unless the proposer elects to request access to such data.

This NDA does not apply to the proposal documents themselves, vendor proposals, pricing submissions, or other materials exchanged as part of the AMI procurement process, except as specifically related to access, use, or handling of the supplemental GIS reference data.

(Full NDA text follows on subsequent pages)

CITY OF PELLA
CRITICAL ENERGY INFRASTRUCTURE INFORMATION
NON-DISCLOSURE AGREEMENT

Receiving Party: Name: _____

Address: _____

Email: _____

Phone: _____

The individual or company specified above ("Receiving Party"), and the City of Pella, a municipal corporation organized under the laws of the State of Iowa ("Disclosing Party"), enter into this Non-Disclosure Agreement ("Agreement") as of _____ ("Effective Date").

Whereas, the Disclosing Party operates a municipal electric utility and may, in its discretion, provide the Receiving Party information related to its confidential and critical energy infrastructure information.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, and with the intent to be legally bound hereby, the Receiving Party agrees as follows:

1. Confidential Information. The term "Confidential Information" means all written, electronic, printed or other materials disclosed by the Disclosing Party, and all information ascertained through discussions with the Disclosing Party, concerning its proprietary, customer, cost and competitive information as outlined by Iowa Code sec. 388.9. Confidential Information shall include, but is not limited to, all analyses, compilations, forecasts, studies, models, "base cases", plans, procedures, calculations, reports or other documents prepared by the Disclosing Party that may contain or reflect such information.

2. Critical Energy Infrastructure Information. The term "Critical Energy Infrastructure Information" or "CEII" as used in this Agreement refers to the official definition provided in 18 C.F.R. § 388.113(c)(1). CEII shall be protected under the terms of this Agreement. For purposes of this Agreement, CEII shall also include any information which may be described as non-public transmission information including, but not limited to, the following: maps, charts, and diagrams, including location, longitude and latitude for the Disclosing Party's electric system; and system studies including flow studies, models, "base cases" and system planning for the Disclosing Party. All CEII is also Confidential Information. Given the sensitive nature of CEII, the Receiving Party has a higher duty of care to maintain the confidentiality of this information.

3. Disclosure and Use of Confidential Information. The Receiving Party shall use the Confidential Information solely for the purposes for which it was provided by the Disclosing Party. The Receiving Party shall not make any other use, in whole or in part, of any such Confidential Information without the prior written consent of the Disclosing Party.

The Receiving Party agrees that, in complying with its confidentiality obligations under this Agreement, it shall exercise the same care used to protect its own confidential proprietary information, but no less than reasonable care, to prevent the disclosure and to protect the confidentiality of the Confidential Information.

If the Receiving Party is an individual, the Receiving Party may not disclose any Confidential information to any person or entity without the Disclosing Parties' prior written consent in each instance. If the Receiving Party is a company, the Receiving Party may disclose Confidential Information (i) to the Receiving Party's directors, officers and employees (collectively, "Representatives"), in each case only to the extent reasonably necessary for the Receiving Party's internal use and only after informing each Representative of the restrictions in this Agreement on the disclosure and use of the Confidential Information and that he or she must comply with such restrictions, and (ii) to any other person or entity only with the Disclosing Party's prior written consent in each instance. The Receiving Party agrees to take all reasonable steps to cause its Representatives to comply with the terms of this Agreement and to be responsible for any breach of this Agreement by any Representative.

The Receiving Party shall keep all Confidential Information strictly confidential and shall not, without the Disclosing Party's prior written consent in each instance, disclose Confidential Information or any reports, work product or other documents containing any Confidential Information to any third party, firm, corporation or entity.

Except as may be required by applicable law, without the prior written consent of the Disclosing Party, the Receiving Party shall not: (a) confirm or deny any statement made by a third party regarding Confidential Information and/or CEII; (b) disclose to any person the fact that Confidential Information and/or CEII have been made available to it; (c) confirm that any investigations, discussions or negotiations are taking place; or (d) disclose any of the terms or conditions with respect to same. If any such actions are required by applicable law, the Receiving Party shall comply with the requirements of Section 5 below.

4. Additional Provisions Relating to Disclosure and Use of CEII. The Receiving Party shall not use CEII, in whole or in part, for any purpose other than that for which the CEII was specifically provided, without the prior written consent of the Disclosing Party. The Receiving Party may make copies of CEII, but such copies become CEII and subject to these same terms and conditions. The Receiving Party shall not knowingly use CEII for an illegal or non-legitimate purpose.

The Receiving Party agrees that, in complying with its obligations under this Agreement, it shall employ an enhanced standard of care in order to prevent the disclosure and to protect the confidentiality of the CEII. The Receiving Party shall maintain CEII in a secure manner and place and shall be responsible for ensuring that its Representatives who receive CEII do the same.

The Receiving Party shall not, without the Disclosing Party's prior written consent in each instance, disclose CEII or any reports, work product or other documents containing any CEII to any third party, firm, corporation or entity. The Receiving Party may disclose CEII (i) only to its

Representatives who have properly executed individual non-disclosure or confidentiality agreements in the course of their employment specifically pertaining to confidential information and CEII they receive in the course of their employment and (ii) only after informing each Representative of the restrictions in this Agreement on the disclosure and use of the CEII and that he or she must comply with such restrictions.. Further, such disclosure must be limited to the extent that it is reasonably necessary to evaluate the subject matter of the requested materials. The Receiving Party agrees to take all reasonable steps to cause its Representatives to comply with the terms of this Agreement and to be responsible for any breach of this Agreement by any Representative. The Receiving Party shall not disclose any CEII to any of its Representatives who have been convicted of any felony.

Except as allowed under Section 5, Required Disclosure, the Receiving Party shall not submit CEII obtained from the Disclosing Party to any government agency for any reason without first obtaining written permission from the Disclosing Party, and then fully complying with the requirements of 18 C.F.R. §§ 388.112, 113 for requesting special treatment of the CEII.

5. Required Disclosure. In the event that the Receiving Party is requested or required by depositions, interrogatories, requests for information or documents, subpoena, civil investigation, demand or similar process (i) to disclose any CEII or other Confidential Information received pursuant to this Agreement, (ii) to disclose any discussions pertaining thereto, or (iii) to take any other action described in the last paragraph of Section 3 above, the Receiving Party shall provide to the Disclosing Party prompt written notice of such request(s) and shall use reasonable efforts to resist disclosure until an appropriate protective order may be sought. If, in the absence of a protective order, Receiving Party is nonetheless, in the written opinion of its counsel, legally required to disclose CEII or other Confidential Information received pursuant to this Agreement, then, in such event Receiving Party may disclose such information after the Receiving Party gives the Disclosing Party written notice of the proposed disclosure and a reasonable opportunity to review the proposed disclosure.

6. Return of Documents and Destruction of Electronically Stored Information. Disclosing Party may elect at any time to terminate further use of or access to the Confidential Information. In such case, the Receiving Party shall return any and all Confidential Information upon the Disclosing Party's written request, including all hardcopy originals, copies, translations, notes, reports, schematics, flowcharts, e-mails, tape recordings, or any other form of said material, without retaining any copy or duplicate supplement thereof and shall promptly destroy any and all written, printed or other material or information derived from the Confidential Information. The Receiving Party shall provide attested certification from an authorized representative confirming such return and destruction provided however, Receiving Party may retain one (1) copy of such documentation in its secure legal files for the sole purpose of administering its obligations under this agreement, as well as copies of electronically exchanged Confidential Information that are made as a matter of routine information technology back-up, which copies shall continue to be kept confidential in accordance with the terms and conditions of this Agreement.

7. Survival of Obligations. Regardless of any termination of any business relationship between the Parties, the obligations and commitments established by this Agreement shall remain in full force and effect.

8. Nature of Information; Injunctive Relief. The Receiving Party hereby accepts the representations of Disclosing Party that the Confidential Information disclosed pursuant to this Agreement is of a special, unique, extraordinary, and intellectual character and that money damages would not be a sufficient remedy for any breach of this Agreement by the Receiving Party or its representatives and that specific performance and injunctive or other equitable remedies for any such breach shall be available to it. If there is a breach, then Disclosing Party shall be entitled, in addition to all other rights and remedies which they may have at law or in equity, to seek to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach. The Receiving Party also acknowledges that the interests of Disclosing Party in such Confidential Information may be irreparably injured by disclosure. The remedy stated above may be pursued in addition to any other remedies applicable at law or equity for breach of this Agreement. The existence of any claim or cause of action which either party may have against the other shall not constitute a defense or bar to the enforcement of any of the provisions of this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. TO THE EXTENT PERMITTED BY LAW AND APPLICABLE RULES OF CIVIL PROCEDURE, AND TO THE EXTENT THAT WAIVER OF THE RIGHT TO CONSOLIDATE LEGAL ACTIONS DOES NOT EFFECTIVELY PRECLUDE BRINGING ANY ONE OR MORE ACTIONS, EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

9. Governing Law. The validity and interpretation of this Agreement and the legal relations of the Receiving Party and Disclosing Party to it shall be governed by the laws of the State of Iowa, excluding its conflict of laws principles. Any action arising out of the performance of this Agreement must be filed and resolved exclusively in a state or federal court or tribunal sitting in the State of Iowa. The parties consent and submit to the jurisdiction and venue of those courts and tribunals.

10. No Other Agreement. The Receiving Party expressly understands that this Agreement is not and shall not be construed as any form of a letter of intent or agreement to enter into any type of transaction. This agreement is to evidence the Receiving Party's agreement to maintain the confidentiality of the Confidential Information/CEII disclosed to it by Disclosing Party, and shall not constitute any commitment or obligation on the part of either Party to enter into any specific contractual arrangement of any nature whatsoever.

11. No Representation or Warranties. With respect to any Confidential Information, including but not limited to CEII, which Disclosing Party furnishes or otherwise disclose to Receiving

Party, the Receiving Party understands and agrees that the Disclosing Party does not make any representations or warranties as to the accuracy, completeness or fitness for a particular purpose thereof. Neither this Agreement, nor the disclosure of Confidential Information hereunder, shall be construed in any way as granting any license or rights to any information or data now or hereafter owned or controlled by Disclosing Party to Receiving Party and all such Confidential Information/CEII shall remain the property of Disclosing Party.

12. Right to Execute. The undersigned representative signing below affirms and warrants that he/she has all right and duly delegated authority to bind the entity to the terms and conditions set forth in this Agreement.

13. Assignment. Neither this Agreement nor any rights or obligations under it shall be assigned or delegated, and any purported assignment shall be void.

14. No Waiver. No failure or delay by Disclosing Party or Receiving Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege hereunder.

15. Survival. This Agreement shall survive indefinitely and shall not be affected by the performance, termination or expiration of any other obligations or agreements between the Disclosing Party and Receiving Party.

16. Notices. Any notice required or permitted under this Agreement must be in writing and must be delivered by FedEx or another nationally recognized overnight delivery service or by U.S. certified mail, return receipt requested, to the respective addresses of the parties listed above, or such other addresses of which a party gives the other party written notice in accordance with this Section 16.

17. Entire Agreement. This Agreement contains the entire agreement between the Disclosing Party and Receiving Party concerning the subject matter hereof, and supersedes all prior discussions and agreements with respect to the subject matter hereof, and no modifications of this Agreement or waiver of the terms and conditions hereof will be binding, unless approved in writing by the Disclosing Party and the Receiving Party. E-mail is expressly excluded as a form of amendment.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

Receiving Party

_____
Signature

Print Name: _____

Disclosing Party

_____
Signature

Print Name: _____

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