CITY OF LAKE OSWEGO

REQUEST FOR PROPOSALS

Purchase of Advanced Metering Infrastructure (AMI) System for City of Lake Oswego Water Distribution

Deadline for Submission of Proposal:
Tuesday, May 14th 2019 at 3:30 PM

Project Manager
Rachel Sykes
rsykes@ci.oswego.or.us
(Email is not deemed submitted until receipt is confirmed)

City of Lake Oswego
Public Works Department

17601 Pilkington Road
Lake Oswego, Oregon 97035
The City of Lake Oswego invites submission of proposals from qualified vendors for the purchase of advanced metering infrastructure (AMI) for the City’s water distribution system. This includes the purchase of water meters and collection infrastructure for approximately 10,200 3/4 x 5/8” and 1,500 1” meters, and a software program or online interface to provide real time access to the City’s water meters. Services for the setup of the user interface, as well as the ability to integrate with the City’s utility billing software, will also be required under the proposed contract.

**Deadline for Submission of Proposal:** Tuesday, May 14th 2019 at 3:30 PM
Submissions received after this time will be considered non-responsive and will be returned without review.

**Table of Contents**

**SECTION ONE: SCOPE OF WORK** ................................................................. 4

City’s Anticipated Performance Timeline ............................................................. 4

**WORK ACTIVITIES and SYSTEM SPECIFICATIONS** ........................................ 5

1. Purchase of AMI Equipment ........................................................................... 5

2. Setup and Installation of User Interface, Compatibility with City Utility Billing Software for Integration .................................................................................................................................................. 7

3. Continuing Support and Services ..................................................................... 9

**TABLE ONE: REQUIRED SYSTEM CAPABILITIES/COMPONENTS FROM SCOPE OF WORK** ............................ 12

**SECTION TWO – INSTRUCTIONS TO PROPOSERS** .............................................. 13

PROPOSER CONFORMANCE TO SOLICITATION REQUIREMENTS ..................... 13

ANTICIPATED SOLICITATION AND AWARD SCHEDULE (SUBJECT TO CHANGE) ............ 13

PROPOSER QUESTIONS REGARDING RFP ................................................................ 13

MODIFICATION OF REQUEST FOR PROPOSALS / PROPOSER’S OBLIGATIONS REGARDING DISTRIBUTION OF RFP ADDENDA / RFP WITHDRAWAL .......................................................... 14

SUBMISSION OF PROPOSALS ............................................................................... 14

Manner of Submitting Proposal: .............................................................................. 14

PROPOSAL WITHDRAWAL ...................................................................................... 15

REJECTION OF PROPOSALS / CANCELLATION OF SOLICITATION ....................... 15

DURATION OF PROPOSAL ...................................................................................... 15

PROPOSAL COSTS .................................................................................................. 15

OWNERSHIP OF PROPOSAL MATERIALS ................................................................ 15
SECTION THREE: PROPOSAL REQUIREMENTS ................................................................. 16

Proposal Components ............................................................................... 16
Letter of Introduction .............................................................................. 17
Key Personnel ......................................................................................... 17
Similar Work and References ................................................................. 17
Approach to Work .................................................................................. 17
Proposed Costs: ..................................................................................... 19

SECTION FOUR: EVALUATION OF PROPOSALS ......................................................... 19

SELECTION EVALUATION COMMITTEE ................................................................. 19

PROPOSAL EVALUATION CRITERIA ................................................................. 19

Letter of Introduction [No Points Awarded] ............................................. 19
Key Personnel [Maximum 5 points] ......................................................... 19
Similar Work and References [Maximum 5 points] ................................ 20
Approach to Work [Max 35 points] ......................................................... 20
Cost [Maximum 35 points]: ................................................................. 20
Interview [Maximum 20 points] (only awardable to Proposers selected for Competitive Range) .... 20

SECTION FIVE: METHOD OF SELECTION ................................................................. 21

Protest of Competitive Range / Protest of Points Awarded to Proposals within Competitive Range 21

OBJECTIONS TO PROPOSED CONTRACT .............................................................. 21

NOTICE OF INTENT TO AWARD ........................................................................ 22

Attachment 1: Rate Sheet for AMI Infrastructure ........................................ 23

Attachment 2: Rate Sheet for Year One Services ....................................... 24

Attachment 4: City of Lake Oswego Water Distribution Map ...................... 27
SECTION ONE: SCOPE OF WORK

implement a fully integrated advanced metering infrastructure (AMI) system. This new system will provide capabilities that include remotely reading meters, quickly detecting leaks, and allowing water customers to monitor their water usage in real time.

The City of Lake Oswego water distribution system currently includes approximately 10,200 3/4 x 5/8” and 1,500 1” meters that are anticipated to be replaced with a remotely read automatic metering infrastructure (AMI). The City currently uses direct read meters and many are reaching end of life. Currently, city water meters are manually read by a third party contractor. Under the proposed scope of work, all 3/4 x 5/8” and 1” meters are to be replaced; no retrofits to existing meters will be needed. A basic map of the current service area served by the City of Lake Oswego water distribution division can be found in Attachment 5. A more detailed, interactive map of the City’s water system can be found on the City’s website: http://gis.ci.oswego.or.us/Pub/Index.html?layerTheme=4.

The selected proposer (Contractor) will be expected to provide all components of an AMI system, which includes water meters, read collection nodes, and transmitting equipment. The Contractor must also provide and setup an interface to collect and publish reads from AMI meters. The interface must be accessible by City staff. Access to interface by customers is a desired functionality. The interface should provide the ability to monitor meter readings, set alerts, monitor for leaks, and other applicable information. The Contractor must have the capability to integrate the AMI system with the City’s utility billing system, Tyler Technologies Incode. After initial setup is complete, the Contractor will provide continuing support for internal users, maintain the user interface and ensure the integration with billing software is operational. The Contractor will also provide assistance in troubleshooting any issues that arise, and train City staff when the AMI is installed. Additional City staff training during the 10 year period may be requested by the City.

The City anticipates in future years purchasing meters larger than 1” in size. The successful bidder will be obligated in the contract (by incorporation of this Section One into the Contract) to sell such meters to the City if it sells larger sized meters to other customers and the amount charged to the City shall not exceed the most-favored amount / terms that the successful bidder would charge other customers then purchasing the quantity of meters purchased.

City’s Anticipated Performance Timeline
The 10-year contract can be divided into 4 phases, with meter purchasing to occur during the first three years based on personnel availability / weather / on-site storage.

Year 1:
- Purchase of AMI equipment
- Installation of User Interface, Staff Training
- Integration with City’s Utility Billing Software (City Responsible)
- Continuing Services

Year 2:
- Purchase of AMI equipment
- Continuing Services
Year 3:
- Purchase of AMI equipment
- Continuing Services

Years 4 through 10:
- Continuing Services

WORK ACTIVITIES and SYSTEM SPECIFICATIONS
The overall scope of work can be divided into three main sections:

1. Purchase of AMI Equipment
2. Setup/Installation of User Interface and Technology Requirements
3. Continuing Support and Services

Each section presents both desired and required components. Required components are summarized in Table 1, found on page 11 of this document.

1. Purchase of AMI Equipment
The Contractor will furnish all needed materials and equipment that is required for the installation and commissioning of a fully functioning AMI system. While the City is open to a variety of AMI equipment, there are certain requirements and restrictions that the proposed AMI system must adhere to, described further in this subsection and summarized in Table 1 (page 11). Proposers shall provide spec sheets for meters, data transmitting nodes, and collection equipment as part of proposal.

The proposed AMI system must be remotely read, meaning water meters are transmitting reads to a collection unit, and those reads are then pushed to a user interface website or software program. Specifically, any proposed ‘drive by’ or ‘touch read’ meter systems will not be accepted by the City.

Water Meters: The Contractor will be responsible for providing approximately 10,200 3/4 x 5/8” and 1,500 1” meters. Proposed meters must meet the following specifications:

- Brass body and brass meter threads
- Cast iron freeze plate
- Meter registers must be analog “dial” read
- Meter must read in cubic feet, curb read style
- Meter must have a leak detection dial on the register
- Register must be removable from meter body for replacement purposes
- Positive displacement (nutating disc)
- Unique serial numbers must be embossed or stamped on the register, in easy to read location. In addition, serial number must be stamped on the body of the meter as well
- Meter must adhere to NSF 61 requirements for lead free meters
**Read Transmitting Nodes:** The City anticipates the use of battery-powered meter reading and transmission nodes or attachments to be connected to each meter. The nodes will frequently collect read data and transmit it to the collection equipment, to be viewed by City staff or residents. Nodes should be able to collect a meter read several times within a 24 hour period to help achieve a goal of real time monitoring for leaks and water usage. The nodes must be able to store meter read data (including date and time information) for a minimum period of 3 days (additional storage period will be an evaluation criterion). The node must be able to relay alerts to the user interface, including information such as tamper alerts, continuous flow, backflow alerts, poor or lost connection, low battery, or other issues the meter or collection node may be experiencing. The node’s connection to the meter must be secure, to deter tampering or unintended disconnection.

A read transmitting node that transmits one way communication to data collection equipment and user interface is a basic requirement. Nodes that have the capability of two-way communication (ie, can send and receive information) is an additional criterion.

**Note about meter box lids:** The City currently has many metal meter box lids utilized throughout the City, but plans to replace lids as part of this AMI project. The City will replace meter box lids with an appropriate lid that will meet the requirements of the selected AMI meters and any transmitting nodes. The Contractor will *not be responsible* for providing lids, but may recommend a style or type of lid that works well with the proposed AMI system.

**Data Collection Equipment:** Data transmitting nodes will communicate meter reads to data collection equipment that may be dispersed around the City in the right-of-way, or on City-owned properties. The City anticipates that the collection equipment will collect reads from meters, and then send these reads to the user interface, to be monitored.

Data collection equipment that transmits one way communication to the user interface is a basic requirement. Proposed collection equipment that has the capability of two-way communication (ie, can send and receive information) is an additional criterion.

Data collection equipment must be no greater than 5 cubic feet in cumulative size, including all equipment boxes, antennas, and wiring/conduit. Small and aesthetically camouflaged equipment is preferred.

It is a **requirement** that all data transmitting equipment be co-located on existing poles, buildings, or other infrastructure owned by the City. No new poles or towers to house the transmitting equipment will be permitted. The Contractor will work with the City to determine the most advantageous locations for the collection equipment to be placed. Data Collection Units may connect to electric power when placed on electric pole; if not placed on pole, Contractor must either connect unit to available electric power or provide alternative power source.
**Warranties:** The following minimum warranty periods are desired by the City. Proposers will be scored on the length of the warranty that can be offered for the AMI system infrastructure.

- Meters: 5 years
- Read Transmitting Nodes: 10 years
- Data Collection Equipment: 10 years

**Installation Assistance:** City staff will be replacing the meters and installing all read transmitting nodes as well as all data collection equipment that is necessary for the system to function. The Contractor will not be expected to complete any installations, but if questions arise, the Contractor must be available to answer staff questions and provide timely guidance on the installation and commissioning of the new AMI system.

**Acquisition of AMI Equipment:** The City may not purchase all items at once, but may order items as the project progresses. The Contractor should anticipate monthly orders from the City and must have items on hand or quickly obtainable by the City to prevent long lead times and project delays. The City anticipates installation of meters to take place seasonally (Spring/Summer/early Fall) each year. During this time, it is anticipated that 600-1,000 meters will be replaced each month. Off season, less items will be purchased monthly. The City anticipates that the selected Contractor will bill the City for equipment ordered on a monthly basis.

2. **Setup and Installation of User Interface, Compatibility with City Utility Billing Software for Integration**

The Contractor shall set up a user interface portal program that will collect and publish meter data, to be accessed by City staff. Access to a user interface by water customers is a desired functionality, but not a requirement.

The proposed user interface must meet certain requirements – most importantly, **it must be able to integrate with the City’s Utility Billing software, Tyler Technologies Incode to facilitate two-way communication. A proposer that is not able to demonstrate compliance with this requirement will be deemed nonresponsive.** See *Integration with Utility Billing* discussion below. The graphic below illustrates the City’s required communication setup between AMI equipment in the field, the user interface, and the integration with utility billing software. Proposers must be able to accommodate this requirement. If the proposed system goes above this requirement (for example, two way communication between user interface and data collection equipment is a capability), these capabilities will be an additional evaluation criterion.

//

//
User Interface Site/Program
The user interface will collect all interval meter reads that are sent by the remote data collection equipment. The User interface will act as a data hub for use by City Staff to monitor the status and health of the AMI system collectively, while also allowing monitoring on an individual basis of meters, transmission nodes, and collection equipment. The user interface will act as an inventory for each component of the AMI system.

- Internal Access: The user interface must be able to accommodate 20 City users with login credentials, and 5 concurrent City users accessing the interface.
- Public Access: Access to the user interface by water customers is a feature that the City may utilize if the proposed system is capable. Customer access is a desired capability, but not a requirement.

The setup and installation of AMI interface shall be completed by **September 2nd, 2019**, and integration with Utility Billing software shall be completed and ready for use by **November 1st, 2019**.

Staff Training
The Contractor shall provide complete, in-person training for City staff on how to utilize the user interface to communicate with and monitor the AMI system when the AMI system is commissioned. Different groups of staff will utilize the user interface for their work, so each staff group will receive training tailored to their use of the program. Staff groups are described below, along with anticipated training time for each group:

- **Finance/Utility Billing Staff** – 5 hours of training – users from the Finance Department will need to learn basic navigation of the user interface, and the basics of how the integration with utility billing works. These staff must also learn about how any citizen access features may work, so they are able to introduce these tools to the community.
- **Utility Workers and other Field Staff** – 5 hours of training – field staff should receive training on the basic operation of the entire AMI system, including an overview of
the infrastructure, how to use the interface, basic troubleshooting information, and a presentation of any citizen access features, so they can communicate about these tools to customers.

- **Supervisors and Administrators – 8 hours of training** – these are the “super-users” that will need the most in-depth information about the entire AMI system. This includes information about the infrastructure, all aspects of the user interface, how to utilize the integration with utility billing, and information about any citizen access features. These users are anticipated to need continued support or training as the system evolves/is updated.

Staff training described above will take place at a City facility in Lake Oswego. The initial training cost shall be included in the lump-sum Contract Amount.

**Integration with Utility Billing**

The user interface must have the ability to directly integrate with the City’s utility billing software, Tyler Technologies Incode. A two-way integration is required. This means that meter reads must be able to be extracted on demand from the user interface directly into the utility billing software, and that meter and account data must be able to be pushed from the utility billing software into the user interface. As new meters and nodes are added, or as meter or account information changes, the Utility Billing system must be able to push and update the user interface.

The City will take the lead on facilitating the integration between Incode and the selected Contractor’s AMI System. This may include some coordination between the selected contractor and staff from Tyler Technologies to ensure the integration is executed correctly. The City has communicated with representatives from Tyler, who have indicated that the Incode Utility Billing software used by the City is compatible with all AMI Systems that require sync files, or those that utilize a sync program to push and pull data. While Tyler Technologies has worked with multiple AMI providers and is widely compatible, proposers are expected to do their due diligence to ensure that the integration capabilities being requested by the City are those that the proposed AMI system can comply with.

The City will pay for the cost of the integration between the AMI user interface and the City’s utility billing software; no costs associated with the integration of the two systems shall be included in bids from proposers. Full testing of the completed user interface and integration with the Tyler Incode program must be completed and approved by the City prior to acceptance for payment, ownership and operation.

### 3. Continuing Support and Services

Beyond the initial purchase of AMI equipment, setup of user interface and participation in software integration, the Contractor will be expected to provide continued hosting, support, and maintenance services on a continuing basis. Requirements for continued services are described below.

**Data Hosting and Security:** The Contractor will be responsible for hosting all meter read data that is accessible on the user interface. This primarily includes interval meter read data that will be accessed by water customers or City staff looking at usage history for an account. At least two years or more of meter read data for all accounts should be stored on the Contractor’s hosted server. The City must have the ability to extract any data needed from the Contractor’s server.
The Contractor must maintain secure data transfers using current encryption standards when transmitting data between the data collection equipment in the field (nodes and collection equipment), the user interface and hosted server, and the integration with utility billing software. The Contractor must notify the City within 24-hours if any evidence of a security breach is discovered in any part of the system containing City data.

The Contractor will not be permitted to utilize any customer data for any purpose beyond provision of services to the City of Lake Oswego.

**Continuing Service:** The Continuing Service costs shall include all non-equipment costs necessary for AMI operation, such as annual hosting fees, licensing fees for use of interface, data backhaul fees for collection units, fees for data collection nodes, or others.

**Troubleshooting:** The Contractor will provide ongoing technical assistance to users that are experiencing trouble or have questions about any aspect of the AMI system. This includes all physical infrastructure in the field (meters, transmitting nodes, and collection equipment), all aspects of the user interface program, and the integration with utility billing software. This will require phone or email exchange, or site visits, as necessary for the circumstance. If software maintenance or fixes are needed due to bugs or issues the City is experiencing, the Contractor must provide this service. If the Contractor charges for troubleshooting and/or technical support services, these prices shall be provided in the proposal.

**System Maintenance and Updates:** The Contractor is expected to maintain the AMI software and ensure that the direct integration with utility billing software is up to date and functional. Any updates or changes to the system must be completed by the Contractor and coordinated with the City to ensure any downtimes will not interfere with City operations, e.g., after-hours and weekends. If training is needed for City staff to learn about updates or other changes to the AMI system, the Contractor shall provide this training. If there are additional costs for these upgrade services, they shall be included in the proposal.

**Work to Conform with Specifications and Remedial Action:** All work performed by the Contractor shall conform to the specifications of the City. Even if a specific detail is omitted within work specifications, work not specifically mentioned in the specifications that is necessary to provide complete and thorough installation and commissioning according to “trade standards” shall be included in the proposal and shall conform in strength, quality of materials, and workmanship to what is usually provided in the trade. Remedial work, including the cost to correct any consequential damages, shall be at the contractor’s expense, including labor and material costs.

The Contractor shall perform all work in a good and workmanlike manner.

**Performance Expectations; City’s Right to Withdraw Portion of Work for Deficient Work or to Terminate Contract for Cause:** The Contractor shall respond and resolve all deficiencies in performance of this contract within 10 business days (Monday-Friday) following notification by the City. The City shall provide notification in writing to the Contractor’s designated manager. If performance deficiencies are not resolved by the Contractor within 10 business days, the City shall have the option of hiring and paying for an outside contractor to perform the work and/or terminating the contract for cause. Costs of hiring an outside Contractor shall be deducted from monies due to the Contractor. If the contract is
terminated for cause, the Contractor shall be liable for the difference between the Contractor’s rate and
the cost of the service until the 5th anniversary of the Contract.

//

//

Next Page – Table One
The table below lists all components and or capabilities of the AMI system that are a requirement from the City. If a proposal cannot meet the requirements presented below, it will not be considered responsive.

| Meters must be remotely read. Proposed drive by or touch read infrastructure will not be accepted |
| Water meters must comply with specifications presented, page 5 |
| Read transmitting nodes must be able to collect and internally store reads for 3-days |
| Read transmitting nodes must be able to relay alerts or notifications back to the user interface |
| Data collection equipment must be co-located on City infrastructure: no new poles or towers |
| Data collection equipment must be no larger than 5 cubic feet, including antennas and all wiring/conduits |
| Proposed user interface must have capabilities to establish a direct, two way integration with City utility billing software, Tyler Technologies Incode |
| Contractor must host read data on their server. 2 years or more of read data must be accessible/published on user interface |
SECTION TWO – INSTRUCTIONS TO PROPOSERS

PROPOSER CONFORMANCE TO SOLICITATION REQUIREMENTS
Proposals must follow the requirements stated within this Request for Proposals. Adherence to these requirements will ensure a fair and objective analysis of your Proposal. All responses must be made in the format outlined in the sections below and Section Three – Proposal Requirements. Failure to comply with or complete any part of this Request for Proposals may result in rejection of your proposal.

ANTICIPATED SOLICITATION AND AWARD SCHEDULE (SUBJECT TO CHANGE)

<table>
<thead>
<tr>
<th>Item</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Distribute RFP</td>
<td>Friday, April 5th, 2019</td>
</tr>
<tr>
<td>Deadline for written request for clarification</td>
<td>Tuesday, April 16th 2019</td>
</tr>
<tr>
<td>Addenda Issued, if any</td>
<td>Friday, April 19th 2019</td>
</tr>
<tr>
<td>Proposals due from Proposers at 3:30 PM</td>
<td>Tuesday, May 14th 2019</td>
</tr>
<tr>
<td>Evaluate, score and rank written proposals. Select top three scoring proposers to establish the competitive range. Notify all proposers of competitive range and schedule for interviews.</td>
<td>Tuesday, May 21st 2019</td>
</tr>
<tr>
<td>Written protests of competitive range due.</td>
<td>Tuesday, May 28th 2019</td>
</tr>
<tr>
<td>City decision on protests of competitive range.</td>
<td>Friday, May 31st 2019</td>
</tr>
<tr>
<td>Conduct interviews. Determine first ranked proposer.</td>
<td>Tuesday June 4th and Wednesday June 5th 2019</td>
</tr>
<tr>
<td>Notify all proposers of City determination of first ranked proposer.</td>
<td>Friday, June 7th 2019</td>
</tr>
<tr>
<td>Issue Notice of Intent to Award*</td>
<td>Friday, June 7th, 2019</td>
</tr>
<tr>
<td>Award Service Contract*</td>
<td>Tuesday, June 18th 2019</td>
</tr>
</tbody>
</table>

*Note: Date of award of contract may be shortened or extended, as necessary to negotiate any of proposer’s modifications to contract.

PROPOSER QUESTIONS REGARDING RFP
If discrepancies or omissions are found or there is doubt as to the true meaning of any part of this RFP, a written request for clarification or interpretation shall be submitted no later than the date stated for “Deadline for written request for clarification” in the “Anticipated Solicitation and Award Schedule (Subject To Change)” subsection above, to the City’s Project Manager.

Responses to requests for clarification along with any addenda to this RFP will be issued in the manner provided for RFP addenda, below.
MODIFICATION OF REQUEST FOR PROPOSALS / PROPOSER’S OBLIGATIONS REGARDING DISTRIBUTION OF RFP ADDENDA / RFP WITHDRAWAL

The City may modify, revise or withdraw this Request for Proposals. Any change to this document shall be made by written addendum by the City.

Addenda shall be issued no later than the date stated for “Addenda Issued, if any” in the “Anticipated Solicitation and Award Schedule (Subject To Change)” subsection above. Addenda shall be distributed to all potential Proposers as follows:
- Emailed to all Proposers that the City has distributed the RFP to for potential Proposal (Proposers must submit email contact address to City when obtaining the RFP).

Any addenda so issued shall be considered part of this RFP.

SUBMISSION OF PROPOSALS

Deadline for Submission:
The deadline to submit the Proposal is stated at “Proposals due from Proposers at 3:30 PM.” in the “Anticipated Solicitation and Award Schedule (Subject To Change)” subsection above.

Manner of Submitting Proposal:
Please submit written or electronic proposals as follows:

Person to Receive Quotation: Rachel Sykes, Assistant Public Works Director
Telephone Number to confirm receipt of Proposal: 503-534-5734

Electronic Submission (E-mail or Fax):
E-mail: Submit proposal in Word, Excel, or PDF format to rsykes@ci.oswego.or.us.
Submit by the date and time stated in the “Anticipated Solicitation and Award Schedule (Subject To Change)” subsection above. The proposer is urged to submit the electronic quotation at least 2 business hours prior to the deadline for submission. If a “reply confirmation” of receipt of quotation is not received by the submitter 1 business hour prior to the deadline for submission, it is the submitter’s responsibility to telephone the person named above to assure receipt of quotation.

Mail (*Early Submission Deadline):
Mailed proposals must be received by the Date and Time for Submission. Proposals not delivered by US Postal Service by the Date and Time for Submission will be deemed a late submission. It is the proposer’s risk on when post office personnel will deliver the mailed proposals.

Mailing Address: Lake Oswego Public Works Department
Attn: Rachel Sykes
17601 Pilkington Road
Lake Oswego, OR 97035
Physical Delivery: Hand delivered proposals must be received by the Date and Time for Submission.

Physical Address: Rachel Sykes
17601 Pilkington Road
Lake Oswego, OR 97035

PROPOSAL WITHDRAWAL
Any Proposal may be withdrawn at any time before the "Proposal Deadline" date and time specified in the Notice of Request for Proposals by providing written request for the withdrawal of the proposal to the City Project Manager. The request shall be executed by a duly authorized representative of the Proposer. Withdrawal of a proposal will not prejudice the right of the Proposer to file a new proposal.

REJECTION OF PROPOSALS / CANCELLATION OF SOLICITATION
The City reserves the right to reject any or all Proposals. The City may reject any proposal not in compliance with all prescribed public proposing procedures and requirements and may reject any or all Proposals upon a finding of the City that it is the public interest to do so. However, the City also reserves the right to waive any non-material irregularities or information in any proposal.

Receipt and evaluation of proposals do not obligate the City to award a contract.

DURATION OF PROPOSAL
All Proposals shall be effective for sixty (60) days following the deadline for submission of Proposals.

PROPOSAL COSTS
The Proposer is liable for all costs incurred in the preparation and submission of the proposal.

OWNERSHIP OF PROPOSAL MATERIALS
Any material submitted by a Proposer shall become the property of the City unless otherwise specified.

PUBLIC RECORDS
Proposal materials submitted are “public records” pursuant to ORS 192.311 et seq., and are subject to public disclosure following award of contract, except to the extent the material is exempt from disclosure by law. Proprietary information should be segregated on separate page(s) and each page marked “confidential / proprietary”. This shall be deemed to be a request for confidentiality of the information on the designated page(s). If a request is made for disclosure of the material on the pages marked “confidential / proprietary,” City shall notify the Proposer and provide an opportunity to defend against the request for disclosure, subject to the time limitations imposed upon the City for review and response to requests for disclosure.

NON-DISCRIMINATION STATEMENT
This solicitation is open to all persons without regard to race, religion, color, national origin, sex, sexual orientation, age, marital status, handicap, or political affiliation.

EQUAL EMPLOYMENT COMPLIANCE REQUIREMENT
By submitting this proposal, the Proposer certifies conformance to the applicable Oregon statutes and regulations concerning Affirmative Action toward Equal Employment Opportunities.
NON-COLLUSION REPRESENTATION
By submission of a Proposal, the Proposer certifies that no officer, agent or employee of the City of Lake Oswego has a financial interest in this project or has participated in contract negotiations on behalf of the City; that the proposal is made in good faith, without fraud, collusion, or connection of any kind with any other proposer for the same solicitation; the proposer is competing solely on its own behalf without connection with, or obligation to an undisclosed person(s) or firm(s).

PUBLIC CONTRACT RULES
Except as modified by the terms of this Request for Proposal, the terms and procedures of the Lake Oswego Public Contract Rules (LOPCRs) shall apply. A copy of the LOPCR may be obtained by contacting the Project Manager or at the Lake Oswego City Attorney’s Office website (http://www.ci.oswego.or.us/cityattorney), under the “Resource Center” tab.

SECTION THREE: PROPOSAL REQUIREMENTS
Proposal Requirements are used to demonstrate that the Proposer meets Section Four, Evaluation of Proposals. Accordingly, the Proposer should review the criteria during the preparation of proposal. All proposals must be submitted with a 40 single sided page limit. This includes the cost sheets in Attachments 1, 2, and 3. Spec sheets for AMI infrastructure, and any documents pertaining to the propagation study are not included in this page limit, and can be added as attachments to proposals.

The three proposals that score highest shall establish the competitive range, and those three proposers will then be invited to participate in an interview round. Interviews will be scored. Scores from proposals and interviews will then be cumulatively compiled to determine the successful proposer.

Proposal Components
Proposals must contain the following completed components, which are explained in greater detail below:

1. Letter of Introduction, Proposer Background
2. Key Personnel
3. Similar Work and References
4. Approach to Work: Provide Information About the Following:
   a. Introduction to AMI System
   b. AMI Materials and Physical Infrastructure
   c. User Interface Capabilities and Plan for Installation
   d. Capabilities and Approach to develop direct integration with City Utility Billing software
   e. Description of continuing services including hosting and maintenance
5. Proposed Costs – Provide cost estimates for the following:
   a. Rate Sheet for AMI Infrastructure (Attachment 1)
   b. Rate Sheet for Year One Services (Attachment 2)
   c. Rate Sheet for Continuing Costs, Year 2 and Beyond (Attachment 3)

Failure to complete and submit all required forms will result in a non-responsive proposal.
Letter of Introduction
This portion of the proposal should be an introduction to the Proposing firm, should identify the RFP subject, name and title of contact person, address, telephone number, email address, and date of submission. The letter should also include the primary business experience of the Proposer, length of time in business, ownership, location of offices/nearest supplier warehouse, and other primary business information.

Key Personnel
Provide an introduction of main personnel that will be working under the contract. Include an introduction to the primary sales representative that the City will purchase AMI equipment through, lead worker(s) who will be coordinating the setup of the user interface and the integration with utility billing software, and representatives that will be providing training and/or ongoing support to the City beyond initial purchase an installation of the AMI system.

Similar Work and References
Proposals should include background and experience in performing this type of work. This should include three examples of similar projects completed in the last 5 years. Include projects that best demonstrate the Proposer’s abilities to accomplish the Scope of Work in a professional, timely, and cost-effective manner.

Proposals should include references for similar services from the three examples of similar work. At least one reference from each similar work experience is required. Specifically, the reference information shall include the name and address of the customer, and the name, telephone number, and email address (if available) of the project manager for each reference.

Approach to Work
This portion of the proposal shall include several topics in order to address each part of the Scope of Work. Proposers should take care to explicitly discuss the required components presented in the scope of work, Table One: Required System Capabilities/Components from Scope of Work, and whether the proposed AMI system includes and/or can meet these requirements. The following subcategories describe each component that Proposers should include in this part of proposals.

Introduction to AMI System
Proposals shall present an introduction and general overview of the AMI system that is being offered. General information about the main aspects and highlights of the proposed system can be discussed. A description of the key benefits of the proposed AMI system should be included in this introduction. Warranty information should also be presented.

AMI Materials and Infrastructure, Propagation Study
This section should present information about all of the physical infrastructure that is needed for successful operation of the proposed AMI network. Specific information should be provided about water meters, data collection nodes, data transmitting equipment, and any other materials needed for the system to function correctly. Compliance with the required system components must be discussed. Warranty information for system components shall be provided. Spec sheets/drawings for meters, data transmitting nodes, collection equipment, and any other equipment necessary for the AMI system should be provided within the proposal.
In addition, a propagation study of the City’s service area should be provided to show how many data collection equipment units are proposed in order to provide coverage for the City. Proposers shall provide information about the coverage capabilities of collection equipment within their proposal, along with a propagation study indicating how many collection units will be needed to cover the City of Lake Oswego service area. Proposers are encouraged to utilize the City’s interactive mapping software to determine ideal locations for collection equipment to be placed: http://gis.ci.oswego.or.us/pub/. It is a requirement that all data transmitting equipment be co-located on existing poles, buildings, or other infrastructure owned by the City. No new poles or towers to house the transmitting equipment will be permitted.

Submit in proposal the data collection equipment specifications, such as size, color(s), noise (decibel) level, and manner of covering any lights on the units. Data collection equipment must be no greater than 5 cubic feet in cumulative size, including all equipment boxes, antennas, and wiring/conduit.

As noted, spec sheets/drawings about the AMI infrastructure, as well as documents pertaining to the propagation study can be presented as attachments to the RFP, and are not included in page limit count.

User Interface Capabilities, Installation Timeline
Proposals should provide information about the user interface: its setup, capabilities, and a timeline for installation and training. Discussion about how the interface can be used by City staff, including tools and capabilities to help monitor the AMI system should be included. If the capability exists, a separate discussion should focus on how water customers can access the interface and what tools are available for use in monitoring water use. A technical overview of the interface should be included, with information about the platform of the user interface, any licensing information, and other operational information regarding the interface. Lastly, a brief timeline for the setup of the interface should be provided.

Integration with Utility Billing Software
Proposals should present information about how the proposed user interface is capable of integrating with the City’s utility billing software. Confirmation can be provided through proof of prior integrations with Tyler Technologies, an explanation outlining how the two programs will integrate, a written confirmation from Tyler that the two softwares are compatible to integrate, or other documentation showing the requirement can be achieved.

For those proposals that are selected within the competitive range, the City will inquire with Tyler Technologies to ensure that the integration can be achieved successfully.

Description of Continuing Services
The Proposal should discuss the approach to continued customer services that will be provided to the City on an ongoing basis after some of the AMI system has been installed and is fully operational. Information about troubleshooting and support services for infrastructure and software issues should be included. Proposals should also present information about continued hosting of data and security measures that will be taken to ensure data is secure.
Proposed Costs:
Proposers shall submit pricing for each part of the contract on Attachments 1 - 3, further described below.

Cost Sheets to be completed are as follows:

**Attachment 1**: Rate Sheet for AMI Infrastructure – provide pricing for the physical equipment the City must purchase for the AMI system, including meters, read transmitting nodes, data collection equipment, and any other necessary equipment.

**Attachment 2**: Rate Sheet for Year One Services – provide pricing for the first year of the proposed contract; this includes the purchase and setup of user interface, training of staff, and any continuing service costs that may be in effect.

**Attachment 3**: Rate sheet for continuing service costs – provide pricing for continuing services that will extend throughout the entirety of the proposed contract, years 2-10. Provide continuing pricing on a per meter basis for year two, which will then be used as the baseline for the subsequent contract years (renewed annually at CPI determined percentage rate increase).

Each rate sheet has full instructions on how to complete. All Attachments must be completed and submitted for the proposal to be considered responsive. The City will compile and score submitted pricing to determine how points will be awarded.

Contract Terms
The form of Contract that the successful Contractor will be expected to execute if awarded the contract is included. The Proposer should include in the proposal any objections to the form or terms of the Contract.

**SECTION FOUR: EVALUATION OF PROPOSALS**

**SELECTION EVALUATION COMMITTEE**
All proposals that meet the TABLE ONE: REQUIRED SYSTEM CAPABILITIES/COMPONENTS FROM SCOPE OF WORK requirements shall be reviewed and evaluated by the Selection Evaluation Committee, as selected by the City’s Project Manager.

**PROPOSAL EVALUATION CRITERIA**
Written Proposals will be evaluated on the basis of the following criteria:

**Letter of Introduction [No Points Awarded]**
No points will be awarded for Proposer letter of introduction, but it must be included as a general introduction to the firm and a presentation of basic information, contact information, and location of company.

**Key Personnel [Maximum 5 points]**
Introduce the main representatives that will be working directly with the City’s Project Manager and staff to purchase the proposed AMI system, set up the user interface, train staff, and answer any questions relating to the software integration. Information about the experience of key personnel in working with municipal water providers and experience implementing AMI systems is preferred.
**Similar Work and References [Maximum 5 points]**
Present three projects or contracts that the firm has managed and completed within the past five (5) years, to exemplify the capabilities of the firm to work under this contract. For each of the three projects listed as similar work in five (5) years, proposer should provide references for the City to contact.

**Approach to Work [Max 35 points]**
Proposals should include a comprehensive overview of the proposed AMI system. Proposals must include clear information about the following:

1. Indicate that all of the required components and operational standards can be fulfilled. Information about the infrastructure that comprises the AMI system must be included (spec sheets), along with a propagation study indicating where collection equipment will be needed to cover the entire service area of the City.
2. A description of the user interface should be presented, including information about the capabilities of the interface. A discussion of how staff and water customers can access account information use the interface should be included if these capabilities exist. In addition, successful proposals will include a proposed installation timeline and plan for staff training. If applicable, information about licensing for the user interface program should be included.
3. Proposers must confirm the proposed AMI system and user interface can be integrated with the City’s utility billing software. A successful proposal will include a description or other proof of how the two softwares are compatible.
4. Indicate optional components and features of the AMI equipment, user interface, or other system component that go beyond the City’s required components, or are unique features that add benefit to the proposed AMI system.
5. Indicate elements of continuing support beyond initial purchase and training of staff.

**Cost [Maximum 35 points]**
All cost information requested in price sheets (Attachments 1-3) must be submitted and complete for the proposal to be considered responsive. The City will determine the total cost of the Bid by adding (1) Unit prices: multiplying the unit price by the City’s (unstated) estimate of number of units needed during the relevant period of time; and (2) Installation and services price for the initial contract year, beyond purchase of equipment, and (3) Annual price: multiply the bidder’s fixed annual price by the relevant number of years for the service/item.

**Interview [Maximum 20 points] (only awardable to Proposers selected for Competitive Range)**
Three written Proposals that score the highest based on the criteria above will be invited to participate in a second phase of the selection process.

The interview process is an opportunity for the top proposers to present in further detail their proposed AMI system. This may include a presentation of proposed AMI infrastructure (meters, collection nodes and data transmitting equipment/propagation study), the proposed user interface software and its capabilities, a discussion about the integration with the City’s utility billing software, the Proposer’s approach to work, prior projects of a similar nature, and proposed costs. Those Proposers selected for
an interview should come prepared with content to present to the City, but should allow time for City representatives to ask questions as well. Ninety minutes will be allowed for each interview.

More information about the selection of the Competitive Range of Proposers can be found in the Method of Selection subsection below.

**SECTION FIVE: METHOD OF SELECTION**

The Selection Evaluation Committee (SEC) will review and evaluate based upon the above criteria all qualifying and responsive Proposals received in response to this RFP. During the evaluation process, the City has the right to request clarifications needed to better understand the proposal. Any clarifications to the proposal of the successful Proposer will be reduced to writing and made a part of the Proposal prior to issuance of Notice of Intent to Award.

The SEC will review, evaluate, and score all conforming proposals received in response to this RFP. **Proposers receiving the top three scores based on their written proposal will establish the Competitive Range.** The top three proposers comprising the Competitive Range will then participate in an interview with the SEC. A Notice of Competitive Range will be sent to all proposers, advising of the SEC’s decision. Interviews will then be scheduled during the period of anticipated dates presented in the anticipated solicitation and award timeline in Section 2 of this RFP.

After the interviews are complete, the SEC will score each Proposer (out of a possible 20 points). These scores will then be added to the scores from the written proposals. All score sheets from the SEC will be compiled. The proposer with the highest cumulative scores from the written proposals and the interview will be selected.

**Protest of Competitive Range / Protest of Points Awarded to Proposals within Competitive Range**

A Proposer who claims to have been adversely affected or aggrieved by the SEC’s determination of the Competitive Range based on an award of points that is clearly unreasonable may submit a written protest of that determination to the City’s Project Manager no later than seven (7) calendar days after the date of the notice. A Proposer submitting a protest must claim that the protesting Proposer should have been ranked higher than a Proposer within the Competitive Range.

A Proposer within the Competitive Range who claims to have been adversely affected or aggrieved by the SEC’s award of points to written proposals within the Competitive Range may submit a written protest of that determination to the City’s Project Manager no later than seven (7) calendar days after the date of the notice. A Proposer within the Competitive Range submitting a protest must claim that the relative award of points by the SEC for written proposals of Proposers within the Competitive Range is clearly unreasonable based upon the proposal(s) submittal and the evaluation criteria for written proposals.

**OBJECTIONS TO PROPOSED CONTRACT**

Any objections to the form of the Contract shall be considered after a determination of the apparent highest ranked responsive, responsible Proposal is made, and the terms shall be subject to negotiation. The Project Manager, in consultation with the City Attorney, shall determine if any proposed modifications to the form of Contract requested by the apparent successful Proposer are acceptable to the City and do not present material risk to the City or increase the City’s costs. If the final negotiated
terms are not acceptable to the apparent highest ranked responsive, responsible Proposer, that Proposer shall be declared not to be responsive, and the next apparent highest ranked responsive, responsible Proposer’s proposal and objections to form of Contract, if any, shall be considered, and so forth in order, until a responsive, responsible Proposer agreeable to execution of a form of Contract acceptable to the City and to the Proposer is ascertained.

NOTICE OF INTENT TO AWARD

Notice of Intent to Award the contract shall be issued by the City’s Project Manager as provided in AG Model Rules OAR 137-047-0610 to each Proposer in the same manner as issuance of Addenda (except Proposers in the third category must contact the City’s Project Manager not later than the 2nd business days after the Deadline for Submission of Proposals and each business day thereafter to ascertain when the Notice of Intent to Award is issued, or provide a legible email address). Any protest by proposers within the Competitive Ranges of the intended award of contract (objection to interview points awarded to Proposers with the Competitive Range) must be submitted in accordance with AG Model Rules OAR 137-047-0740.
**Attachment 1: Rate Sheet for AMI Infrastructure**

Provide unit price quotes for each component of AMI infrastructure. Prices for each item should be for the specific model/type that proposer has presented in their approach to work and submitted spec sheets for. Anticipated items that will be utilized in the AMI system are included, but proposers are expected to add any additional items that are needed for the system to function, along with pricing for these items, and a brief description about why these items are needed for system functionality. Quoted prices are to remain in place for 3 years from initial contract execution.

Multiply unit price by number of units required. Please note that proposers are asked to provide the quantity of data collection units required, as presented in propagation study. Enter the quoted price in the “Total Cost” column. Add together all of the quoted prices in the “Total Cost” column, and provide a lump sum quote in the space provided at the bottom of page (“SUBTOTAL – EQUIPMENT COSTS”).

<table>
<thead>
<tr>
<th>AMI Component</th>
<th>Proposed Cost (each unit)</th>
<th>Units Required</th>
<th>Total Cost (proposed unit cost x units required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed ¾ x 5/8” Meter:</td>
<td>$_____________</td>
<td>10,200</td>
<td></td>
</tr>
<tr>
<td>Proposed 1” Meter:</td>
<td>$_____________</td>
<td>1,500</td>
<td></td>
</tr>
<tr>
<td>Proposed Read Transmitting Node:</td>
<td>$_____________</td>
<td>11,700</td>
<td></td>
</tr>
<tr>
<td>Proposed Data Collection Equipment:</td>
<td>$_____________</td>
<td>Proposed Quantity:</td>
<td>Proposed Quantity:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Any Other Materials Required, List Below With Pricing and description of why items are necessary (sufficient to service above quantity of equipment):**

<table>
<thead>
<tr>
<th>Justification for Item:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Justification for Item:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**SUBTOTAL - EQUIPMENT COSTS (add all costs from table): ___________________________**
**Attachment 2: Rate Sheet for Year One Services**

Proposers shall use the following form to provide pricing information for the first year of services that are defined under the scope of work. Adding the costs in the following table will make up the total cost to the City for “Year One” of the Proposed Contract.

Provide pricing information for each of the work activities/components described. The listed components are the prices offered to the City for the first year of services.

The proposed Year One costs in the table below shall include all services provided by the contractor, as well as any fees imposed. The proposed Year One cost **should not** include the cost of any tangible equipment/infrastructure to be purchased, as those costs are captured in the rate sheet found in Attachment 1.

The City will pay for the cost of the integration between the AMI user interface and the City’s utility billing software; no costs associated with the integration of the two systems shall be included in rate sheets. Any costs for staff time that may be required for coordination required for integration can be included in the cost for the purchase of user interface. Coordination is expected to be light in terms of time required.

<table>
<thead>
<tr>
<th>Year One Work Activity</th>
<th>Price Offered</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Purchase of User Interface Program:</strong> <em>purchase of user interface that meets specifications as defined in scope of work. Includes internal staff access, and potential access for water customers to access individual account information.</em></td>
<td>$______________</td>
</tr>
</tbody>
</table>
| **Purchase of 20 Interface User Licenses for City Staff:** *20 individual staff members will need access to the interface, with approximately 5 concurrent users at a given time.*  
  *If no charge, or price is already included in purchase of interface program, record as zero.* | $______________ |
| **Training Cost:** *price offered should be for 18 total hours of training sessions for City staff.* | $______________ |
| **Continuing Service Costs:** *provide a single unit price for the continuing service fees that will be charge to the City, based on a per meter, per month proposed fee structure. The proposed unit price should incorporate any service costs or fees associated with the ongoing operation of the AMI system or software use that will be charged to the City during the first year of the proposed contract.*  
  *The per meter/per month unit cost may include backhaul or data transmitting fees, licensing or subscription fees associated with interface use, or software maintenance/upgrade fees.*  
  *The proposed unit cost will be used to charge the City on a monthly basis, based on the number of meters installed and operating for each month of Year One of the proposed contract.*  
  *If no charges for continuing services in Year One of contract, record as zero.* | $______________ / installed cost per meter / month |
**Customer Support and Troubleshooting Services:** Assume 20 hours of troubleshooting and customer service will be needed by City staff during the first year of the proposed contract (this is in addition to staff training). Provide a total price for these 20 hours of service.

Provide hourly rate for customer support services. If pricing differs based on the type of support offered, indicate and provide pricing for each type of support.

If no additional charges for customer support services, record as zero.

<table>
<thead>
<tr>
<th>Other Charges Not Previously Listed: Any fees or charges that the City will incur as part of the scope of work shall be itemized and listed in the provided space.</th>
</tr>
</thead>
<tbody>
<tr>
<td>$_________</td>
</tr>
<tr>
<td>Hourly Rate: $___ x 20 hours</td>
</tr>
</tbody>
</table>

Attachment 3: Continuing Costs – Contract Years 2-10

Proposers must provide a price for continuing service costs that the City will be expected to pay beyond Year One of the contract period, quoted in Attachment 2.

As defined in Attachment 2, continuing service costs may include data collection fees, licensing costs, backhaul fees, or other service charges that will be incurred throughout the length of the 10-year contract period. **Continuing costs are to be compiled into a single unit cost, and quoted as a per meter, per month price.** The quoted price per month should be inclusive of all continuing service fees, with the exception of customer support, which may be billed separately as incurred. Continuing service costs should **not** include the purchase of meters or other AMI infrastructure. The **proposed monthly cost for each meter should be for continuing fees and services only.**

In the table below, provide a unit price for the monthly continuing service fee to be imposed on each meter within the AMI system, during Year Two of the proposed contract. This unit price for Year Two will be the baseline for the subsequent years of the contract. Years 3 – 10 will be renewed based on the CPI, and the per-meter price will adjust accordingly.

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Service Assumption</th>
<th>Continuing Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 2</td>
<td>15-20 employees will need access to user interface program.</td>
<td>$ ____________ / installed* meter price per month</td>
</tr>
</tbody>
</table>
|               |                                                         | Hourly Customer Support Cost: ______  
| Years 3-10    | Same as Year 2                                          | Unit price stated above for Year 2 will be increased by the percentage increase of the West Region (West City Size B/C 2.5 Million or less) Consumer Price Index of the US Dept. of Labor, Bureau of Labor Statistics (https://www.bls.gov/regions/west/data/xg-tables/ro9xg01.htm), based upon the rate of change as stated from the first month reported for Year 3 to the first month for Year 2. |

*Installed, meaning the number of meters that the City has installed and operational under the AMI system.
Attachment 4: City of Lake Oswego Water Distribution Map
The area shaded in light blue represents the City of Lake Oswego service area. As shown, there are several small water districts within the City limits. For a more detailed and interactive map of the Lake Oswego Water Distribution service area, please visit http://gis.ci.oswego.or.us/pub/
CITY OF LAKE OSWEGO
Purchase and Service Contract

Purchase of Advanced Metering Infrastructure (AMI) System for City of Lake Oswego Water Distribution

Contractor: Contractor Name
Mailing Address: Mailing Address

Date of Contract: Begin Date
Date of Completion:
A. Installation of Selected Program: Completion Date
B. Continuing Services: Completion Date

WITNESSETH:

Contractor and the City of Lake Oswego, a municipal corporation, mutually covenant and agree to and with each other as follows:

1. SCOPE OF WORK AND CONTRACT DOCUMENTS. The Contractor shall perform the Project as outlined in this Contract. The contract documents shall consist of, and any conflicts shall be resolved in the following priority:

   A. This Contract;
   B. The City of Lake Oswego Standard Public Contract Provisions, which are attached and hereby incorporated by reference;
   C. The attachments to this Contract in the following order of priority:

       - Exhibit A: Scope of Work – Purchase, Setup, and Continuing Services
       - Attachment 1: Rate Sheet – Purchase of AMI Infrastructure
       - Attachment 2: Rate Sheet – Year One of Services
       - Attachment 3: Rate Sheet – Continuing Costs, Contract Years 2-10
       - Exhibit B: Contractor’s Proposal

   This contract shall supersede any prior representation or contract, written or oral.

2. DURATION OF CONTRACT. This Contract shall become effective on the date this Contract has been signed by every party hereto. Contractor acknowledges that no work has been or will be performed for the project under this Contract until this Contract is fully executed and effective. Contractor shall complete performance of Installation Portion of contract on or before the Date of Completion stated above. After installation work has been completed, the contract will remain
valid for continuing services, as defined in the scope of work.

3. **PAYMENT.**

   A. **Amount of Payment.** Contractor shall be compensated for all goods, materials, expenses, and services as follows:

   i. Rates for AMI Infrastructure/Equipment: incurred per unit, as purchased, based on Contractor’s Proposal (Attachment 1).

   ii. Year One of Contract Services: lump sum price for purchase, installation, training, and licensing costs, as quoted in Proposal. Additional payments for continuing services required during Year One will be charged as incurred, per unit installed (Attachment 2).

   iii. Continuing Years of Service (Years 2-10): rates for the ensuing years of the contract are set forth in Contractor’s proposal. Pricing for Year 2 is in proposal, subsequent years are to be paid in accordance with CPI, as stated in Attachment 3.

   B. **Manner of Payment.** Payment shall be due to the contractor, in accordance with the subsection C below, as follows:

   i. Payment for the purchase of AMI equipment/infrastructure shall be made within thirty (30) days following delivery of ordered items.

   ii. Payment for purchase, installation, training, and licensing costs shall be paid to Contractor after City acceptance of work, one-time payment. Payment for continuing services incurred during first year of contract shall be made within thirty (30) days following monthly service period.

   iii. Payment for continuing services incurred shall be made within thirty (30) days following monthly service period.

   C. **Taxpayer Identification Report / Date and Method of Payment.** No payment shall be due to the Contractor until the Contractor has submitted to the City’s Finance Department IRS Form W-9 Request for Taxpayer Identification and Certification (http://www.irs.gov/pub/irs-pdf/fw9.pdf). The City prefers to pay contractors by electronic fund transfer; the contractor may submit the EFT agreement (http://tinyurl.com/LO-EFT) to the City’s Finance Department. Payment shall be tendered, when due within 30 days from the date of receipt of the invoice.

4. **TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.

5. **TERMINATION.**

   A. **Parties' Right to Terminate for Convenience.** This Contract may be terminated
at any time by mutual written consent of the parties.

B. **City’s Right to Terminate for Convenience.** City may, at its sole discretion, terminate this Contract, in whole or in part, upon 10 days notice to Contractor.

C. **City’s Right to Terminate for Cause.** City may terminate this Contract, in whole or in part, immediately upon notice to Contractor, or at such later date as Public Contracting Officer may establish in such notice, upon the occurrence of any of the following events:
   (i) City fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Contractor's Work;
   (ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the Work under this Contract is prohibited or City is prohibited from paying for such Work from the planned funding source;
   (iii) Contractor no longer holds any license or certificate that is required to perform the Work; or
   (iv) Contractor commits any material breach or default of any covenant, warranty, obligation or agreement under this Contract, fails to perform the Work under this Contract within the time specified herein or any extension thereof, or so fails to pursue the Work as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within 5 business days after delivery of Public Contracting Officer's notice, or such longer period as Public Contracting Officer may specify in such notice.

D. **Contractor’s Right to Terminate for Cause.** Contractor may terminate this Contract upon 30 days' notice to Public Contracting Officer if City fails to pay Contractor pursuant to the terms of this Contract and City fails to cure within 30 business days after receipt of Contractor's notice, or such longer period of cure as Contractor may specify in such notice.

E. **Remedies.** In the event of termination pursuant to subsections B, C(ii), C(iii) or D, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the Work multiplied by the percentage of Work completed and accepted by Public Contracting Officer, less previous amounts paid and any claim(s) which City has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to the City upon demand.

In the event of termination pursuant to subsection C(iii) or C(iv), City shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under subsection C(iii) or C(iv), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to subsection B.

F. **Contractor's Tender upon Termination.** Upon receiving a notice of termination
of this Contract, Contractor shall immediately cease all activities under this Contract, unless Public Contracting Officer expressly directs otherwise in such notice of termination.

Upon termination of this Contract, Contractor shall deliver to Public Contracting Officer all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon Public Contracting Officer's request, Contractor shall surrender to anyone Public Contracting Officer designates, all documents, research or objects or other tangible things needed to complete the Work.

6. **INSURANCE.** The Contractor will not perform any work under this contract until the City has received copies of Worker Compensation insurance policy or acceptable evidence that the Worker Compensation insurance and Employer’s Liability policies are in force. The Contractor shall obtain prior to the commencement of the Contract, and shall maintain in full force and effect for the term of this contract, at the Contractor's expense, Worker Compensation insurance policy providing statutory coverage and Employer's Liability coverage of not less than $1 million per person per accident. Contractor expressly acknowledges and agrees that City is not providing any general liability or automobile insurance to Contractor and that as to the City and any third parties, Contractor bears sole liability for claims, damages, injury (including death) and losses, arising out of or resulting from Contractor's acts and omissions to act, including in the operation of Contractor's automobile or any other automobile, whether or not such use is related to Contractor's work under this contract, and Contractor shall make no claim against the City for any claim, damage, injury, or loss resulting thereby. The Contractor shall provide the City written notice of cancellation or material modification of the Worker Compensation and Employer's Liability insurance coverages for not less than the following notice for the purposes stated: 30 days prior notice for reasons other than non-payment; 10 days prior notice for non-payment. The Contractor shall further cause a certificate of insurance to be issued not less than 5 days prior to the policy expiration date by the Contractor’s insurance company or companies during the term of the Work, to assure that the required insurance is maintained

**INSERT CONTRACTOR NAME HERE**

By: ________________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

Check one:
- [ ] Sole Proprietor
- [ ] Partnership
- [ ] Corporation
- [ ] Limited Liability Company
- [ ] Limited Liability Partnership

CITY OF LAKE OSWEGO, an Oregon Municipal Corporation

______________________________
Scott Lazenby, City Manager
Date: __________________________
Public Contracting Officer
380 A Avenue
PO Box 369
Lake Oswego, OR 97034

Date Authorized by Council, if applicable:

Page 4 –Contract
☐ Other: ____________________________

Domicile, if other than Oregon: ____________________________

APPROVED AS TO FORM:

______________________________

Evan P. Boone,
Deputy City Attorney
The following City of Lake Oswego Standard Public Contract provisions are made a part of the Contract between City and Contractor by reference. Where the Lake Oswego Redevelopment Agency (LORA) is the contracting party, “City” shall refer to LORA.

CHANGES
This contract, including all attachments and exhibits annexed hereto, shall not be subject to modification or amendment except in writing, executed by both parties. This contract and any substantive changes to the scope of work or changes to the contract costs will not be effective until approved in writing by the City’s Public Contracting Officer (PCO).

INDEPENDENT CONTRACTOR STATUS
The Contractor agrees and certifies that:
A. The Contractor is engaged as an independent contractor. Although the PCO reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, City cannot and will not control the means or manner of Contractor’s performance, nor provide any tools or equipment for the performance of the Work, except as provided elsewhere in this Contract. Contractor is responsible for determining the appropriate means and manner of performing the Work.
B. Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor’s federal or state tax obligations.
C. The Contractor will not, on account of any payments made under this contract, be eligible for any benefit from federal social security, workers’ compensation, unemployment insurance, or the Public Employee’s Retirement System, except as a self-employed individual;
D. Contractor is not currently an employee of the federal government or the State of Oregon; and
E. The Contractor is not a contributing member of the Public Employee’s Retirement System.
F. Contractor is not an "officer," "employee," or "agent" of the City, as those terms are defined in ORS 30.265.

OTHER CONTRACTORS
The City may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with such other contractors and with any City employees concerned with such additional or related work, and shall coordinate its performance under this contract with such additional or related work. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by City employees.

SUBCONTRACTORS AND ASSIGNMENT
Except as set forth in Contractor’s proposal or otherwise in this Contract, no subcontract shall be made by the Contractor with any other party for furnishing any of the work or services herein contracted without obtaining the prior written consent of the City, which City may withhold without cause. In addition to any other provisions PCO may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by the following provisions of this Contract as if the subcontractor were the Contractor: Independent Contractor Status; Other Contractors; Hours of Labor; Ownership of Work; Indemnity and Hold Harmless; Records; Attorney Fees; Compliance with Laws. PCO’s consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

This contract is not assignable by the Contractor, either wholly or in part, unless Contractor has obtained the prior written consent of the City.
City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any enforceable benefit or right, whether directly, indirectly or otherwise, to third persons.

HOURS OF LABOR
For those employees of Contractor covered or subject to Oregon employment laws, the Contractor shall pay employees for overtime work performed under the public contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201 et seq.).

ERRORS
The Contractor shall perform such additional work as may be necessary to correct Contractor’s errors in the work required under this contract without undue delays and without additional cost.

REPRESENTATIONS AND COVENANTS
A. Contractor’s Representations. Contractor represents and covenants to City that:
1. Contractor has the power and authority to enter into and perform this Contract,
2. This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms, and if Contractor is a partnership, corporation or other form of business entity, this contract was duly approved and executed pursuant to authority of the governing body or parties of the Contractor,
3. Contractor is not in violation of any Oregon tax laws.
4. Upon acceptance of each project, the Contractor warrants that it will carefully examine, as necessary, the site of the work contemplated and any plans, specifications, and contract documents pertaining to work, with the exception of unknown physical conditions at the work site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided herein.
5. Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work.
6. Contractor will accomplish the work using a standard of performance and care that is currently accepted by other contractors engaged in similar work, under similar conditions and at the date the services are provided in the Portland metropolitan area (Standard of Care).
7. Contractor’s invoices shall describe all work performed with particularity, by whom it was performed, and
shall itemize and explain all expenses for which reimbursement is claimed. Contractor shall send invoices to City’s Project Manager.

(8) Contractor’s completion shall not extinguish or prejudice City’s right to enforce this Contract with respect to any breach of Contractor warranty or any default or defect in Contractor performance (defect is defined herein as services that do not conform to the Standard of Care (Section 6) in the performance of the Contract).

(9) Contractor has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of contractor’s services, and in the performance of this contract no person having any such interest shall be employed.

B. Cumulative. The representations and covenants set forth in this section are in addition to, and not in lieu of, any other representations and covenants provided.

**OWNERSHIP OF WORK**

All work products of the Contractor, including background data, documentation and staff work that is preliminary to final reports, which result from this contract are the exclusive property of the City. If this contract is terminated by either party or by default, the City following payment as required by the Contract, in addition to any other rights provided by this contract, may require the Contractor to transfer and deliver such partially completed reports or other documentation that the Contractor has specifically developed or specifically acquired for the performance of this contract.

The reports and all material contained in the reports (graphics, photos, etc.) shall become the property of the City; the City may reproduce and distribute the reports, or any part thereof, in such form as the City desires. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Contractor for the specific purpose intended will be at the City’s sole risk and without liability or legal exposure to Contractor.

**ELECTRONIC CONTRACTING AND REPORTS; PHOTOCOPY, ELECTRONIC, OR PDF VERSION OF CONTRACT**

This contract and any amendments may be executed by a party electronically by use of a digital signature issued by a city-recognized certification authority (such as Symantec Digital ID), pursuant to the Oregon Uniform Electronic Transactions Act, ORS Ch. 84.001 – 84.063. Upon execution of this contract electronically, the party consents to conduct further communications and transactions under this Contract by electronic means.

Unless otherwise stated in the Scope of Work or separately waived in writing, all final reports, including reports of phases of the project and of the entire project, shall be provided in both written and electronic format. Electronic format shall be in a format coordinated with the PCO and shall be fully compatible with such software programs specified by the PCO, e.g., Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Access, Microsoft Publisher, Adobe Creative Suite, Adobe PDF, or such other software program as specified by the PCO.

A photocopy, electronically scanned (PDF), or electronic version of this Contract shall be deemed equivalent to an originally signed Contract for all purposes, including arbitration or litigation.

**INDEMNITY AND HOLD HARMLESS**

The Contractor shall defend, indemnify, and hold the City, its officers and employees, harmless against all liability, loss, or expenses, including reasonable attorney’s fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property, but only to the proportionate extent caused by or resulting from any act, error, or omission (excepting professional services performed under this Contract) of an act sustained in connection with the performance of this contract or by conditions created thereby, or based upon Contractor’s violation of any statute, ordinance or regulation.

With respect to professional services performed under this Contract, Contractor shall defend, indemnify, and hold the City, its officers and employees, harmless against all liability, loss, or expenses, including reasonable attorney’s fees, and against all claims, actions or judgments based upon or arising out of damage or injury (including death) to persons or property, but only to the proportionate extent caused by any negligent act, error, or omission of an act sustained in connection with the performance of this contract or by conditions created thereby, or based upon violation of any statute, ordinance or regulation.

**RECORDS**

Contractor shall have access to the books, documents, papers and records of the City as necessary for Contractor’s performance of the work. The Contractor shall not disclose all or any part of such records to any other person, firm, corporation, association or other entity except as reasonably necessary to carry out the Work, without the consent of the Public Contracting Officer.

The Contractor agrees that the City and its authorized representatives shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcripts.

Contractor shall maintain all fiscal records directly relating to this Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly document Contractor’s performance. Contractor acknowledges and agrees that City’s duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to this Contract to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

**PUBLICATION RIGHTS/RIGHTS IN DATA**

To the extent the Work Product consists of material capable of publication, all publication rights in the product...
produced by the Contractor in connection with the work provided for under this contract, whether in preliminary draft or final form, shall be vested in the City.

The Contractor shall not publish any of the results of the work without the prior written permission of the City.

All original written material and other documentation, including background data, documentation, and staff work that is preliminary to final reports, originated and prepared for the City pursuant to this contract, shall become exclusively the property of the City. The ideas, concepts, know-how or techniques relating to data processing development during the course of this contract by the Contractor or City personnel, or jointly by the Contractor and City personnel, can be used by either party in any way it may deem appropriate.

Material already in the Contractor’s possession, independently developed by the Contractor outside the scope of this contract or rightfully obtained by the Contractor from third parties, shall belong to the Contractor. However, the Contractor grants to the City a nonexclusive, irrevocable and royalty-free license to use such material to the extent such material is incorporated into the Work.

This contract shall not preclude the Contractor from developing materials that are competitive, irrespective of their similarity to materials which might be delivered to the City pursuant to this contract. The Contractor will not, however, use any written materials developed under this contract in developing materials for others, except as provided in this section.

CONFIDENTIALITY

No reports, information and/or data given to or prepared or assembled by the Contractor under this contract shall be made available to any individual or organization by the Contractor without the prior written approval of the City.

DISPUTE RESOLUTION / VENUE

Any dispute or claim that arises out of or that relates to this Contract, or to the interpretation or breach thereof, or to the existence, validity, or scope of this Contract or the arbitration Dispute Resolution procedure, shall be resolved as follows:

• Level 1: Within 15 days request for Level 1 dispute resolution, commence negotiation between the Contractor’s Project Manager and the City’s Project Manager. The City’s Project Manager’s last offer shall be final unless either party requests Level 2 dispute resolution within 15 days from commencement of Level 1 negotiation, unless both parties agree to extend the time to initiate Level 2.
• Level 2: Within 15 days request for Level 2 dispute resolution, commence negotiation between the Contractor’s management representative with unlimited authority to settle the dispute and the City Manager. The City Manager’s last offer shall be final unless either party requests Level 3 dispute resolution within 30 days from commencement of Level 2 negotiation, unless both parties agree to extend the time to initiate Level 3 Mediation.
• Level 3: Mediation in accordance with the mediation procedures of the Arbitration Service of Portland, Inc. (www.arbservice.com), or such other procedures as the parties agree. The mediator shall be selected by the parties, either upon mutual agreement within 15 days written notice by one party to the other requesting mediation, or if the parties are not able to agree upon a mediator within said period, then in accordance with the “Appointment of Sole Arbitrator” of the Arbitration Service of Portland, except that the person shall be a mediator, not an arbitrator. If the parties are unable to resolve the dispute upon completion of mediation, the City Manager’s last offer under Level 2 shall be final unless a Claim for arbitration is filed within 30 days of the completion of mediation.
• Level 4: Upon the filing of a Claim for Arbitration, Arbitration shall occur in accordance with the arbitration procedures of the Arbitration Service of Portland, Inc. (www.arbservice.com), or such other procedures as the parties agree. The decision of the arbitrator(s) shall be final and may be entered as a judgment in the Clackamas County Circuit Court in accordance with Oregon law.

The Parties shall equally share in the cost of the mediator / arbitrator(s); each Party shall be responsible for its own costs and fees. The mediation / arbitration proceeding shall be held in Clackamas or Multnomah counties, as the mediator / arbitrator(s) shall select, unless the parties otherwise agree.

SEVERABILITY

The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

COMPLIANCE WITH LAWS

The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon and ordinances of the City of Lake Oswego, Oregon.

The Contractor shall comply with all federal, state and local laws and ordinances, applicable to public contracts relating to Contractor’s obligations and performance, and to the work to be done under this contract.

The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, gender identity, marital status, age, medical condition, or disability.

WAIVER

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

INTEGRATION

This contract represents the entire and integrated agreement between the Contractor and the City, and supersedes all prior negotiations, representations or agreements, either written or oral.