



City of Tigard

FINANCE AND INFORMATION SERVICES

Request for Proposal (RFP)

RADIO READ WATER METERS

Proposals Due: Tuesday, May 8, 2018 - 2:00 pm local time

Submit Proposals To: City of Tigard – Contracts & Purchasing Office
Attn: Joe Barrett, Sr. Management Analyst
13125 SW Hall Blvd.
Tigard, Oregon 97223

Direct Questions To: Joe Barrett, Sr. Management Analyst
Phone: (503) 718-2477
Email: joseph@tigard-or.gov

**PUBLIC NOTICE
REQUEST FOR PROPOSAL
RADIO READ WATER METERS**

The City of Tigard is seeking sealed proposals from firms qualified to provide radio read water meters to the City. Proposals will be received until 2:00 pm local time, Tuesday, May 8, 2018, at Tigard City Hall's Utility Billing Counter at 13125 SW Hall Blvd., Tigard, Oregon 97223.

No proposal will be considered unless fully completed in a manner provided in the RFP packet. Facsimile and electronic (email) proposals will not be accepted nor will any proposal be accepted after the stated due date and time. Any proposal received after the closing time will be returned to the submitting firm unopened after a contract has been awarded for the required services.

RFP packets may be downloaded from <http://www.tigard-or.gov> or obtained in person at Tigard City Hall's Utility Billing Counter located at 13125 SW Hall Blvd., Tigard, Oregon 97223.

Proposers are required to certify non-discrimination in employment practices, and identify resident status as defined in ORS 279A.120. Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and Local Contract Review Board (LCRB) Policy.

The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all proposals upon a finding of the City if it is in the public interest to do so.

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SECTION 1
INTRODUCTION

The City of Tigard is seeking sealed proposals from firms qualified to provide radio read water meters to the City. Proposals will be received until 2:00 pm local time, Tuesday, May 8, 2018, at Tigard City Hall's Utility Billing Counter at 13125 SW Hall Blvd., Tigard, Oregon 97223.

No proposal will be considered unless fully completed in a manner provided in the RFP packet. Facsimile and electronic (email) proposals will not be accepted nor will any proposal be accepted after the stated due date and time. Any proposal received after the closing time will be returned to the submitting firm unopened after a contract has been awarded for the required services.

Proposers are required to certify non-discrimination in employment practices, and identify resident status as defined in ORS 279A.120. Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and Local Contract Review Board (LCRB) Policy.

The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all proposals upon a finding of the City if it is in the public interest to do so.

SECTION 2
PROPOSER'S SPECIAL INSTRUCTIONS

A. PROPOSED TIMELINES

<u>Monday, April 16, 2018</u>	Advertisement and Release of Proposals
<u>Tuesday, May 8, 2018 – 2:00 pm</u>	Deadline for Submission of Proposals
<u>Tuesday, June 12, 2018</u>	Award of Contract by LCRB
<u>Monday, July 2, 2018</u>	Commencement of Contract

NOTE: The City reserves the right to modify this schedule at the City's discretion

B. GENERAL

By submitting a proposal, the Proposer certifies that the Proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

C. PROPOSAL SUBMITTAL

The Proposal and all amendments must be signed and submitted no later than 2:00 pm, Tuesday, May 8, 2018, to the address below. Each proposal must be submitted in a sealed envelope and designated with proposal title. To assure that your proposal receives priority treatment, please mark as follows.

RFP – Radio Read Water Meters

City of Tigard – Utility Billing Counter
Attn: Joe Barrett, Sr. Management Analyst
13125 SW Hall Blvd.
Tigard, Oregon 97223

Proposer shall put their name and address on the outside of the envelope. It is the Proposer's responsibility to ensure that proposals are received prior to the stated closing time. The City shall not be responsible for the proper identification and handling of any proposals submitted incorrectly. Late

proposals, late modification or late withdrawals shall not be considered accepted after the stated bid opening date and time and shall be returned unopened. Facsimile and electronic (email) proposals will not be accepted.

D. PROTEST OF SCOPE OF WORK OR TERMS

A Proposer who believes any details in the scope of work or terms detailed in the proposal packet and sample contract are unnecessarily restrictive or limit competition may submit a protest in writing, to the Purchasing Office. A protest may be submitted via facsimile. Any such protest shall include the reasons for the protest and shall detail any proposed changes to the scope of work or terms. The Purchasing Office shall respond to any protest and, if necessary, shall issue any appropriate revisions, substitutions, or clarification via addenda to all interested Proposers.

To be considered, protests must be received at least five (5) days before the proposal closing date. The City shall not consider any protest against award due to the content of proposal scope of work or contract terms submitted after the established protest deadline. All protests should be directed to the attention of Joe Barrett, Sr. Management Analyst, and be marked as follows:

RFP Specification/Term Protest

City of Tigard – Contracts and Purchasing Office
Attn: Joe Barrett, Sr. Management Analyst
13125 SW Hall Blvd.
Tigard, Oregon 97223

If a protest is received in accordance with section above, the proposal opening date may be extended if necessary to allow consideration of the protest and issuance of any necessary addenda to the proposal documents.

E. PROPOSAL SUBMISSION AND SIGNING

All requested forms and attachments (Signature Page, Acknowledgment Addendum, Statement of Proposal, etc.) must be submitted with the Proposal and in the required format. The submission and signing of a proposal shall indicate the intention of the firm to adhere to the provisions described in this RFP.

F. COST OF PREPARING A PROPOSAL

The RFP does not commit the City to paying any costs incurred by Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

G. INTERPRETATIONS AND ADDENDA

All questions regarding this project proposal shall be directed to Joe Barrett, Sr. Management Analyst. If necessary, interpretations or clarifications in response to such questions will be made by issuance of an “Addendum” to all prospective Proposers within a reasonable time prior to proposal closing, but in no case less than 72 hours before the proposal closing. If an addendum is necessary after that time, the City, at its discretion, can extend the closing date.

Any Addendum issued, as a result of any change in the RFP, must be acknowledged by submitting the “Acknowledgment of Addendum” with proposal. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

H. BUSINESS LICENSE/FEDERAL TAX ID REQUIRED

The City of Tigard Business License is required. Chapter 5.4 of the Tigard Municipal Code states any business doing business in the City of Tigard shall pay a City of Tigard Business License. Successful Contract will be required to present a copy of their City of Tigard Business License at the time of contract execution. Successful Proposer shall also complete a W-9 form for the City at the time of contract execution.

I. CITY'S PROJECT MANAGER

The City's Project Manager for this work will be Aaron Beattie, Water Operations Supervisor, who can be reached by phone at (503) 718-2690 or by email at abeattie@tigard-or.gov.

J. PROPOSAL VALIDITY PERIOD

Each proposal shall be irrevocable for a period of sixty (60) days from the Proposal Opening Date.

K. FORM OF CONTRACT

A copy of the City's standard purchase agreement, which the City expects the successful firm or individual to execute, is included as "Attachment C". The contract will incorporate the terms and conditions from this RFP document and the successful proposer's response documents. Firms taking exception to any of the contract terms shall submit a protest or request for change in accordance with Section 2.D "Protest of Scope of Work or Terms" or their exceptions will be deemed immaterial and waived.

L. TERM OF CONTRACT

The term of the contract shall be a period of one (1) year with the mutual option to renew for up to four (4) additional one-year periods. The total term of the contract cannot exceed five (5) years.

M. TERMINATION

The contract may be terminated by mutual consent of both parties or by the City at its discretion with a 30 days' written notice. If the agreement is so terminated, Seller shall be paid in accordance with the terms of the agreement.

N. INTERGOVERNMENTAL COOPERATIVE PURCHASING

The bidder submitting this proposal agrees to extend identical prices and services under the same terms and conditions to all public agencies in the region. Quantities stated in this solicitation reflect the City of Tigard usage only.

Each participating agency shall execute its own contract with the lowest responsible/responsive bidder for its requirements. Any bidder(s), by written notification included with their bid, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

O. NON-COLLUSION

Proposer certifies that this proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

P. PUBLIC RECORD

All bid material submitted by bidder shall become the property of the City and is public record unless otherwise specified. A bid that contains any information that is considered trade secret under ORS 192.501(2) should be segregated and clearly identified as such. This information will be kept confidential and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192. The above restrictions may not include cost or price information, which must be open to the public.

**SECTION 3
BACKGROUND**

The City of Tigard was incorporated in 1961 and today is a clean, livable, and affordable community. Tigard is located in southeast Washington County, 15 minutes from downtown Portland. Tigard’s population estimate is 51,902 residents (2016 Census estimate). As a community, Tigard strives to blend the amenities of a modern city with the friendliness and community spirit of a small town.

**SECTION 4
SPECIFICATIONS**

The City is soliciting for new MIU’s and water meters sizes 5/8” x 3/4” through 2”, that must be compatible and meter readings capable of being collected with the City of Tigard existing Street Machine II mobile data collector and EZ Reader data collection software. All new meter wiring and connections for Pit MIUs (sizes 5/8” x 3/4” through 2”) must be installed and potted by the manufacturer for protection against moisture.

The proposed new MIU’s and water meters will be implemented on new or existing City of Tigard single-family residential water accounts, as well as multi-family, commercial/industrial and governmental customer accounts. The existing residential water meter system is operative and functional. It is the intention of City of Tigard to expand the existing RF based Automated Meter Reading (AMR) System.

AMR system advantages include but are not limited to the following:

- Ease of installation and maintenance
- Eliminate reading and billing errors
- Reduce meter reading time
- Optimize meter reading efficiencies
- Improve consumption data collection and analysis
- Improve customer service

A. SYSTEM TECHNICAL REQUIREMENTS

All components, including, but not limited to, meters, registers, and all AMR system software and hardware components must be supplied and manufactured by a single Vendor.

Each meter is to be supplied complete with a meter interface unit (MIU) that shall output encoded meter reading, small and large leak, backflow, tamper data and duration codes for each status via radio frequency (RF) signal. The MIU modules must be programmed in one-way mode only. One-way (bubble-up) communication transmits readings automatically every three seconds in the unlicensed 902-928 MHz band without the need of a “wake-up call.” MIU transmissions to the receiver shall occur in the unlicensed 902-928 MHz band. MIU modules shall transmit hourly profile consumption data for a minimum of 170 days when initialized to provide an historic usage profile for the meter.

It is required that the MIU modules must be mounted and maintained inside the meter pit with no modification to the meter box or meter box lid. This includes, but is not limited to, drilling through the lid or meter box and placement of external antennas of any kind. Note: Vendors proposing alternate solutions to this point of the specification will not be considered.

The utility shall be able to collect the transmitted data via existing Mueller Systems mobile drive-by collection equipment. The collection device (RF receiver/transmitter) shall receive the data by RF signal and then transfer the data to a computer database to the laptop computer for storage during the reading process. At the end of the reading process, the collected data will be uploaded from the mobile drive-by collection equipment into existing route management software.

Once the readings have been collected and uploaded into the route management software, the system operator shall be able to view or print route statistics and create system management reports. The collected readings will then be transferred from the route management software to the host billing system.

B. FUNCTIONS & FEATURES - RF METER INTERFACE UNITS

1. MIU modules must be capable of being read by the City of Tigard's existing Mueller Systems Street Machine II Mobile Data Collector. Vendors proposing alternate solutions to this point of the specification will not be considered.
2. MIU modules shall transmit hourly profile consumption data for a minimum of 170 days when initialized to provide an historic usage profile for the meter. MIU models unable to store and transmit 170 days of consumption data will not be considered.
3. The proposed radio MIU shall be read by the collection device through the meter box and meter lid. No modifications of any kind to the meter box or meter box lid will be allowed.
4. The proposed radio MIU shall be designed to encode water consumption, leak detection (small and large leaks), backflow, no flow, wire tampering and the duration of these events at the meter, store this data, and transmit this data to the data collection device. This information must be instantly available for viewing by the meter reader as soon as the meter is read by the drive-by system.
5. Proposed radio MIU modules must be of an open architecture design and be compatible for use with water meters that utilize positional encoded registers manufactured by a major meter manufacturer. Proprietary systems will not be considered.
6. The MIU units must transmit the encoded reading and event/duration data via radio frequency signal. The MIU units must be capable of operating in "bubble-up" (one way) mode only. The signal must be continually transmitted at a minimum predetermined three-second time interval in bubble-up mode to provide high performance meter reading.
7. The meter module must last in the field without need for servicing for a minimum of 20 years.
8. MIU modules must be programmed at the manufacturer and should require no additional field programming.

9. The MIU modules must operate with one-way radio transmissions and continually transmit meter readings at the pre-selected three-second interval without need of a wake-up call. MIU modules must transmit encoded meter data information on a radio frequency (902-928MHz) that does not require an FCC license.
10. All new meter wiring and connections for Pit MIUs (sizes 5/8" x 3/4" through 2") must be installed and potted by the manufacturer for protection against moisture.
11. An option for new meter MIUs for sizes 5/8" x 3/4" through 2" meters may require an integral mount MIU that has no exposed wire for both pit and indoor installations. The successful Vendor will have this mounting option available.

C. ABSOLUTE ENCODER REGISTER TECHNOLOGY

1. All registers shall record in units of cubic feet.
2. The register shall be a true absolute encoder register that provides direct electronic transfer of meter reading information to any number of AMR device options. Only encoded-type registers will be considered. Pulse type registers or registers utilizing piezo, reed, or similar switch technology are not an acceptable alternative and will not be considered.
3. The encoder register shall send data in ASCII format (American Standard code for Information Interchange) to the interrogation device.
4. The encoder register shall transmit the complete odometer wheel reading, 6 digits and all 10 positions and an 8-digit identification number that has been factory set and never duplicated shall be sent to the reading device.
5. The encoder register for residential meter installations shall be a mechanical, odometer style register, requiring no battery for operation, with the ability to be read visually.
6. A Locating Clip shall be affixed to each of the odometer wheels in close proximity to the Segment Pads located on the encoder's printed circuit board. When an AMR device interrogates the encoder register, the microprocessor shall determine the true position of each number wheel, encode the reading and send it to the AMR device. The Locating Clip shall not make physical contact with the Segment Pad in order to prevent wear of the clip and pads.
7. For pit set installations, the encoder register shall be permanently factory sealed with an epoxy coating of all terminal connections. Encoder registers requiring field sealing of the wire connection will not be allowed.
8. Regarding new meters, no wire connections or wire splicing of any kind shall be required to be performed during installation for pit set encoder registers.

D. WATER METERS - POSITIVE DISPLACEMENT METERS

This Specification covers cold-water positive displacement meters compatible with open architecture radio read equipment, in sizes 5/8" through 2", and the materials employed in their fabrication. Multi-Jet and Single-Jet meters will not be considered. Manufacturers must have a minimum 25-year history of manufacturing positive displacement type meters in the United States.

E. 5/8" & 3/4" COMPOSITE POSITIVE DISPLACEMENT METERS

1. Scope

This Specification covers composite body cold-water positive displacement meters compatible with open architecture radio read equipment, in 5/8" size and the materials employed in their fabrication. These meters shall offer a completely lead free alternative.

2. AWWA Standards

- a. All Meters shall meet or exceed the latest version of the American Water Works Association Standard C710 for Cold Water Meters - Displacement Type, Plastic Main Case.
- b. All Meters equipped with encoder registers shall meet or exceed the American Water Works Association Standard C707 for Encoder-Type Remote-Registration systems for Cold Water Meters when equipped with an open architecture radio MIU or similar device.

3. NSF-61 Standards

- a. All Meters shall comply with the latest NSF-61 requirements and all impending EPA low lead requirements effective January 5, 2014.
- b. State and local No Lead and Low Lead Initiatives Standards.
- c. All Meters shall comply with the latest low lead and no lead initiatives due to their unique design, which incorporates suitable engineered polymers for all wetted surfaces in the meter.

4. Main Case

- a. Main cases shall be composed of suitable engineered polymer.
- b. Main case shall incorporate stainless steel male threads to prevent crossed or stripped threads during installation when utilizing existing bronze couplings.
- c. Stainless steel threads shall in no way contact the potable water supply.
- d. The meter case must utilize an external male thread to accommodate the internally threaded bottom plate to provide structural stability and prevent leaks.
- e. All materials used in the construction of the main cases shall have sufficient dimensional stability to retain operating clearances at working temperature up to 105 degrees F.
- f. The manufacturer shall warranty the main case for a period of 25 years from the date of shipment.
- g. The meter serial number shall be stamped on the main case of the meter.

5. Bottom Plate

- a. Bottom plates shall be made of a suitable engineered polymer that utilizes an internal thread to provide strength and dimensional stability.
- b. The bottom plate shall utilize an O-ring seal.
- c. The bottom plate shall utilize an internal thread, which provides structural stability and prevents leaks.

6. Measuring Chamber

- a. Measuring chambers shall be made of a suitable engineered polymer as described in AWWA C-710.
- b. Chamber shall be of the Nutating Disc style.
- c. The measuring chamber shall incorporate a locating device that aligns to the main case of the meter to ensure proper chamber orientation and alignment.
- d. The measuring chamber shall be locked into place with a single unit strainer/chamber retainer.
- e. The chamber shall be designed for long life, to reduce wear and must not exceed the following Nutations per gallon.

Nutations Per Gallon	
5/8 "	58
3/4"	23

7. Headloss

Meters shall not exceed seven PSI pressure loss at AWWA safe maximum operating capacity.

8. Accuracy

- a. Meters shall be 100% factory tested for accuracy and have the factory test results provided with each meter.
- b. Meters shall be pressure tested to ensure against leakage.
- c. Meters shall comply with the AWWA C710 accuracy requirements as specified in the standard for a period of five years from the date of installation.
- d. Additionally, the manufacturer shall warranty the meter to meet or exceed AWWA repaired meter accuracy standards per the following:

Size of Meter	Years of Warranty	or	Millions of Gallons Registered
5/8"	15		1.75
3/4"	15		2.0

9. Strainers

- a. All meters shall be provided with strainer screens installed in the meter.
- b. Strainers shall be rigid, fit snugly, be easy to remove, and have an effective straining area at least twice that of the inlet opening.

F. **1" LOW-LEAD POSITIVE DISPLACEMENT METERS**

1. Scope

This Specification covers low lead body cold-water positive displacement meters compatible with open architecture radio read equipment, in 3/4" & 1" size and the materials employed in their fabrication. These meters shall offer a low lead alternative.

2. AWWA Standards

- a. All Meters shall meet or exceed the latest version of the American Water Works Association Standard C700 for Cold Water Meters - Displacement Type, Bronze Main Case.
- b. All Meters equipped with encoder registers shall meet or exceed the American Water Works Association Standard C707 for Encoder-Type Remote-Registration systems for Cold Water Meters equipped with an open architecture radio MIU or similar device.

3. NSF-61 Standards
 - a. All Meters shall comply with the latest NSF-61 requirements and all impending EPA low lead requirements effective January 5, 2014.
 - b. State and local No Lead and No lead Initiatives Standards.
 - c. All Meters shall comply with the latest low lead initiatives due to their unique design, which incorporates low lead bronze for all wetted surfaces in the meter.

4. Main Case
 - a. Main cases shall be composed of low lead bronze that meets the latest NSF requirements.
 - b. All materials used in the construction of the main cases shall have sufficient dimensional stability to retain operating clearances at working temperature up to 105 degrees F.
 - c. The main case must incorporate the measuring element inside the standard laying lengths specified by the AWWA C-700 standard for the appropriate size and type of meter required by the utility.
 - d. The manufacturer shall warranty the main case for a period of 25 years from the date of shipment.
 - e. The meter serial number shall be stamped on the main case of the meter.

5. Bottom Plate
 - a. Bottom plates shall be made of cast iron or a suitable engineered plastic or bronze as required by the utility.
 - b. The bottom plate shall utilize a gasket seal.
 - c. The bottom plate shall utilize stainless steel bolts as a means of securing the bottom plate to the main case.

6. Measuring Chamber
 - a. Measuring chambers shall be made of a suitable engineered polymer as described in AWWA C-700.
 - b. Chamber shall be of the Nutating Disc style.
 - c. The measuring chamber shall incorporate a locating device that aligns to the main case of the meter to ensure proper chamber orientation and alignment.
 - d. The measuring chamber shall be locked into place with chamber retainer.
 - e. The chamber shall be designed for long life, to reduce wear and must not exceed the following nutations per gallon.

Nutations	
Size	1"
Per Gallon	12

7. Headloss
 - a. Meters shall not exceed seven PSI pressure loss at AWWA safe maximum operating capacity.

8. Accuracy
 - a. Meters shall be 100% factory tested for accuracy and have the factory test results provided with each meter.
 - b. Meters shall be pressure tested to ensure against leakage.

- c. Meters shall comply with the latest AWWA C700 accuracy requirements as specified in the standard for a period of five years from the date of installation.
- d. Additionally, the manufacturer shall warranty the meter to meet or exceed AWWA repaired meter accuracy standards per the following:

Size of Meter	Years of Warranty	or	Gallons Registered
1"	15		3,000,000

9. Strainers

- a. All meters shall be provided with strainer screens installed in the meter.
- b. Strainers shall be rigid, fit snugly, be easy to remove, and have an effective straining area at least twice that of the inlet opening.

G. **1 1/2 & 2" DUCTILE IRON POSITIVE DISPLACEMENT METERS**

1. Scope

This Specification covers Nylon coated, ductile iron body cold-water positive displacement meters compatible with open architecture radio read equipment, in sizes 1-1/2" through 2", and the materials employed in their fabrication. The utility recognizes the importance of incorporating lead free products where possible and makes every effort to protect the health of their customers.

2. AWWA Standards

- a. All Meters shall meet or exceed the latest version of the American Water Works Association Standard C700 for Cold Water Meters - Displacement Type.
- b. All Meters shall meet or exceed the American Water Works Association Standard C707 for Encoder-Type Remote-Registration systems for Cold Water Meters when equipped with an open architecture radio MIU.

3. Main Case

- a. Main cases shall be composed of lead free nylon coated ductile iron.
- b. All materials used in the construction of the main cases shall have sufficient dimensional stability to retain operating clearances at working temperature up to 105 degrees F.
- c. The manufacturer shall warranty the main case for a period of 25 years from the date of shipment.
- d. The meter serial shall be affixed to the flange of the main case of the meter.

4. Top Plate

- a. Top plates shall be made of lead free nylon coated ductile iron with a composite insert.

5. Measuring Chamber

- a. Measuring chambers shall be made of a suitable engineered plastic as described in AWWA C-700.
- b. Chamber shall be of the Nutating Disc style.
- c. The chamber magnet shall be driven by a stainless steel drive shaft.
- d. The chamber magnet shall incorporate a protective plastic shroud around the magnet.
- e. The measuring chamber shall incorporate a locating device that aligns to the main case of the meter to ensure proper chamber orientation and alignment.

- f. The measuring chamber shall be locked into place with a chamber retainer.
- g. The chamber shall be a large capacity chamber to reduce wear and must not exceed the following Nutations per gallon.

Size	Nutations Per Gallon
1-1/2"	6.47
2"	3.92

6. Headloss

- a. Meters shall not exceed seven-PSI pressure loss at AWWA safe maximum operating capacity.

7. Accuracy

- a. Meters shall be 100% factory tested for accuracy and have the factory test results provided with each meter.
- b. Meters shall be pressure tested to ensure against leakage.
- c. Meters shall comply with the AWWA C700 accuracy requirements as specified in section 3.8 of the standard for a period of five years from the date of installation.
- d. Additionally, the manufacturer shall warranty the meter to meet or exceed AWWA repaired meter accuracy standards per the following:

Size of Meter	Years of Warranty	or	Millions of Gallons Registered
1-1/2"	15		5,500,000
2"	15		8,500,000

8. Strainers

- a. All meters shall be provided with strainer screens installed in the meter.
- b. Strainers shall be rigid, fit snugly, be easy to remove, and have an effective straining area at least twice that of the inlet opening.

H. APPLY TO ALL WATER METER SECTIONS ABOVE

1. Register Assembly

- a. Only encoded registers are allowable. Pulse type registers are not an acceptable alternative.
- b. Registers shall be magnetic driven, straight reading, and permanently sealed by the manufacturer.
- c. Register shall be a mechanical, odometer style register with no batter required for operation.
- d. The register shall provide for visual registration at the meter.
- e. Registers shall incorporate a low flow indicator.
- f. The register shall be secured to the meter main case by a tamper resistant bayonet-style locking mechanism protecting against unauthorized removal of the register.
- g. No special tools shall be required to remove the register.

SECTION 5
PROPOSAL CONTENT AND FORMAT

A. FORMAT

To provide a degree of consistency in review of the written proposals, firms are requested to prepare their proposals in the standard format specified below.

1. Title Page

Proposer should identify the RFP Title, name and title of contact person, address, telephone number, fax number, email address and date of submission.

2. Transmittal Letter

The transmittal letter should be not more than two (2) pages long and should include as a minimum the following:

- a. A brief statement of the Proposer's understanding of the project and services to be performed;
- b. A positive commitment to perform the services within the time period specified, starting and completing the project within the deadlines stated in this RFP; and the names of persons authorized to represent the Proposer, their title, address and telephone number (if different from the individual who signs the transmittal letter.)

3. Table of Contents

The table of contents should include a clear and complete identification by section and page number of the materials submitted.

4. Seller Qualifications and References

- a. Background of the firm. This should include a brief history of the firm and types of services the firm is qualified to perform.
- b. Qualifications of the firm in performing this type of work. This should include examples of related experience and references for similar studies and projects.
- c. References – Proposers must complete the Reference section of Attachment B with three (3) references for whom they provided the same equipment.

5. Location Relative to Tigard

The City is interested in having a potential supply of the needed meters capable of delivery as quickly and conveniently as possible. Proposers should detail the nearest inventory site to the City of Tigard's City Hall (13125 SW Hall Boulevard, Tigard, Oregon 97223).

6. Product Inventory, Availability, and Delivery

Proposers should provide details on the typical product inventory and availability (including standard lead time larger order not already in inventory) for the specified meters as well as detail the typical delivery details.

7. Pricing

Proposers should provide full details on the pricing for all specified meters and radio reads. Pricing should include any delivery costs, inventory hosting, or other details.

B. ADDITIONAL SERVICES

Provide a brief description of any other services that your firm could provide the City and an approximation of the hourly charge for each service of this type. Such services would be contracted for on an “as needed” basis, to be provided and billed for separately.

C. ADDITIONAL INFORMATION

Please provide any other information you feel would help the Selection Committee evaluate your firm for this project.

D. REFERENCES

Proposer must demonstrate successful past performance of the firm’s ability to provide services as set forth in this specification. Proposers must detail three (3) references to document experience. References must be detailed in Attachment B “Statement of Proposal”

E. DISPUTES

Should any doubt or difference of opinion arise between the City and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the City shall be final and binding upon all parties.

F. CITY PERSONNEL

No Officer, agent, consultant or employee of the City shall be permitted any interest in the contract.

**SECTION 6
PROPOSAL EVALUATION PROCEDURES**

A. SELECTION AND EVALUATION PROCESS

A Selection Committee assembled by the City will review the written proposals. Proposals will be evaluated to determine which ones best meet the needs of the City. After meeting the mandatory requirements, the proposals will be evaluated on both their technical and fee aspects. The Selection Committee will select the Proposer which best meets the City's needs based upon its evaluation of a firms proposal. Proposals will be evaluated in accordance with the following:

1. <u>Completed Proposal submitted on time</u>	<u>Pass/Fail</u>
2. <u>Original and one electronic copy (USB Drive) of Statement Packet</u>	<u>Pass/Fail</u>
3. <u>Transmittal letter</u>	<u>Pass/Fail</u>
4. <u>Seller Qualifications and References</u>	<u>20 points</u>
5. <u>Location Relative to Tigard</u>	<u>15 points</u>
6. <u>Product Inventory, Availability, and Delivery</u>	<u>15 points</u>
7. <u>Pricing</u>	<u>50 points</u>
<u>TOTAL EVALUATION POINTS</u>	<u>100 POINTS</u>

B. INVESTIGATION OF REFERENCES

The City reserves the right to investigate references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule and its lawful payment of employees and workers.

C. CLARIFICATION OF PROPOSALS

The City reserves the right to obtain clarification of any point in regards to a proposal or to obtain additional information necessary to properly evaluate or particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of their proposal.

D. RESERVATION IN EVALUATION

The Selection Committee reserves the right to either: (a) request “Best and Final Offers” from the two finalist firms and award to the lowest priced or (b) to reassess the proposals and award to the vendor determined to best meet the overall needs of the City.

E. INTENT OF AWARD

Upon review of the proposals submitted, the City may negotiate a scope of work and a purchase agreement with one firm, or may select one or more firms for further consideration.

F. PROTEST OF AWARD

In accordance with Tigard Public Contracting Rule 30.135, any adversely affected Proposer has seven (7) calendar days from the date of the written notice of award to file a written protest.

G. PROPOSAL REJECTION

The City reserves the right to:

1. Reject any or all proposals not in compliance with all public procedures and requirements;
2. Reject any proposal not meeting the specifications set forth herein;
3. Waive any or all irregularities in proposals submitted;
4. In the event two or more proposals shall be for the same amount for the same work, the City shall follow the provisions of LCRB 30.095 and Section 137-095 of the Oregon Attorney General’s Model Public Contract Manual;
5. Reject all proposals;
6. Award any or all parts of any proposal; and
7. Request references and other data to determine responsiveness.

**SECTION 7
PROPOSAL CERTIFICATIONS**

Non-discrimination Clause

The Contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, handicap or age with regard to, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this clause shall be barred from receiving awards of any purchase order from the City, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Agreed by: _____

Firm Name: _____

Address: _____

Resident Certificate

Please Check One:

Resident Vendor: Vendor has paid unemployment taxes and income taxes in this state during the last twelve calendar months immediately preceding the submission of this proposal.

Or

Non-resident Vendor: Vendor does not qualify under requirement stated above.
(Please specify your state of residence: _____)

Officer's signature: _____

Type or print officer's name: _____

**SECTION 8
SIGNATURE PAGE**

The undersigned proposes to perform all work as listed in the Specification section, for the price(s) stated; and that all articles supplied under any resultant contract will conform to the specifications herein,

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications and by City policies and regulations.

The undersigned, by submitting a proposal, represents that:

- A) The Proposer has read and understands the specifications.
- B) Failure to comply with the specifications or any terms of the Request for Proposal may disqualify the Proposer as being non-responsive.

The undersigned certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

The undersigned certifies that all addenda to the specifications has been received and duly considered and that all costs associated with all addenda have been included in this proposal:

Addenda: No. _____ through No. _____ inclusive.

We therefore offer and make this proposal to furnish services at the price(s) indicated herein in fulfillment of the attached requirements and specifications of the City.

Name of firm: _____

Address: _____

Telephone Number: _____ Fax Number: _____

By: _____ Date: _____
(Signature of Authorized Official. If partnership, signature of one partner.)

Typed Name/Title: _____

If corporation, attest: _____
(Corporate Officer)

Corporation Partnership Individual

Federal Tax Identification Number (TIN): _____

**ATTACHMENT A
CITY OF TIGARD, OREGON
ACKNOWLEDGMENT OF ADDENDA**

Project Title: Radio Read Water Meters

Close: Tuesday, May 8, 2018 - 2:00 pm

I/WE HAVE RECEIVED THE FOLLOWING ADDENDA (*If none received, write "None Received"*):

1. _____ 3. _____

2. _____ 4. _____

Date

Signature of Proposer

Title

Corporate Name

**ATTACHMENT B
CITY OF TIGARD, OREGON
STATEMENT OF PROPOSAL**

Name of Consultant: _____

Mailing Address: _____

Contact Person: _____

Telephone: _____ Fax: _____ Email: _____

accepts all the terms and conditions contained in the City of Tigard's Request for Proposal for Radio Read Water Meters and the attached purchase agreement (Attachment C):

Signature of authorized representative

Date

Type or print name of authorized representative

Telephone Number

Type or print name of person(s) authorized to negotiate contracts

Telephone Number

REFERENCES

Reference #1

Telephone Number

Project Title

Contact Individual

Reference #2

Telephone Number

Project Title

Contact Individual

Reference #3

Telephone Number

Project Title

Contact Individual

ATTACHMENT C
CITY OF TIGARD, OREGON
PURCHASE AGREEMENT FOR
RADIO READ WATER METERS

THIS AGREEMENT made and entered into this (Day) of (Month), (Year) by and between the City of Tigard, a municipal corporation of the State of Oregon, hereinafter called City, and (Seller's Name), hereinafter called Seller, collectively hereinafter called the "Parties."

RECITALS

WHEREAS, Seller has submitted a bid or proposal to City for the sale of certain goods; and

WHEREAS, Seller is in the business of selling certain goods and is aware of the purposes for which City will use the goods; and

WHEREAS, City and Seller wish to enter into a contract under which City shall purchase the goods described in Seller's bid or proposal;

THEREFORE, The Parties agree as follows:

1. GOODS TO BE PROVIDED

City shall purchase (Enter brief description or overview of what is being purchased) from Seller in accordance with:

- A.** The specifications (including any addenda) attached hereto as Exhibit A and incorporated herein by this reference; and
- B.** The Seller's pricing sheet dated (Enter date of proposal), which was accepted by the Contract Review Board on (Enter date of LCRB approval or delete) attached hereto as Exhibit B and incorporated by this reference.

2. EFFECTIVE DATE AND DURATION

This Agreement shall become effective upon the date of execution by the City's Local Contract Review Board and shall expire, unless otherwise terminated or extended, on date or June 30, year, whichever comes first. All goods under this Agreement shall be delivered and completed prior to the expiration of this Agreement.

3. COMPENSATION

- A.** City hereby agrees to pay Seller the pricing outlined in Exhibit B for the goods, including shipping and handling. The City shall issue a Purchase Order or make a payment by credit card for all purchases against this Agreement. No service fee shall be assigned to the City by the Seller regardless of form of payment. Seller shall invoice City the purchase price upon the delivery of the goods. City shall have thirty (30) days after receipt of invoice in which to make payment. Seller shall be responsible for the payment of any and all taxes associated with the sale of the goods. City is exempt from the payment of Federal Excise Tax.
- B.** Seller shall promptly advise City of all reasonably available technological advances that are known or become known to Seller while this agreement is in effect which may result in the

goods having added value, capacity, or usefulness when used for City’s purpose. If Seller intends to provide goods incorporating technological advances and still meeting the specifications and the City’s needs at no additional charge, Seller shall provide City with thirty (30) days’ notice of the proposed change. The City may require that only goods not incorporating the changes be supplied by providing written notice to seller within 5 days of receiving the notice of the proposed change. Any other changes incorporating technological advances shall only be approved as an amendment to this agreement.

C. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract during the City’s 2017 - 2018 fiscal year. Funding for future fiscal years shall be subject to the adoption of the budget by the Tigard City Council.

4. DELIVERY

Seller shall deliver the goods no later than fourteen (14) days after receipt of City’s purchase order for goods in the Seller’s current inventory. For larger orders that are not in the Seller’s inventory, the Seller shall provide the City of the estimated delivery window within seven (7) days of receipt of Purchase Order. Seller agrees to provide goods as specified in Exhibit A.

Within 72 hours following delivery, City shall inspect the goods and shall notify Seller immediately of any damaged items. No language contained in a purchase order, work order, or delivery order shall vary, amend, modify, or add terms or conditions to this Agreement under which the order is placed.

5. INSTALLATION

Unless the Specifications (Exhibit A) or the proposal (Exhibit B) requires some form of installation by Seller, the City shall install the goods purchased under this agreement.

6. RISK OF LOSS

Risk of loss to goods in shipment (including damage, destruction, theft, or loss) shall be borne by the Seller. Risk of loss shall not pass to Buyer until the goods are delivered to and checked in at the location specified by Buyer.

7. ASSIGNMENT/DELEGATION

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other and any attempted assignment or transfer without the written consent of the other party shall be invalid.

8. SUBMITTING BILLS AND MAKING PAYMENTS

All notices and bills shall be made in writing and may be given by personal delivery, mail or fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

CITY OF TIGARD	(CONTRACTOR)
Attn: Aaron Beattie, Water Operations Super.	Attn:
Address: 13125 SW Hall Boulevard Tigard, Oregon 97223	Address:
Phone: (503) 718-2690	Phone: ()
Email: abeattie@tigard-or.gov	Email:

9. **TERMINATION**

City has the right, in its sole discretion, to terminate without cause or for no cause, to termination this Agreement at any time by giving notice to Seller. If City terminates the contract pursuant to this section, it shall pay Seller for goods shipped by Seller prior to receipt by Seller of the notice of termination. City may deduct the amount of damages, if any, sustained by City due to any breach of contract or warranty by Seller. Damages for breach of contract or warranty shall be those allowed by Oregon law, reasonable and necessary attorney fees, witness fees (expert and non-expert), and other costs of litigation at trial and on appeal.

10. **ACCESS TO RECORDS**

City shall have access to such books, documents, papers and records of Seller as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

11. **FORCE MAJEURE**

Neither City nor Seller shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, natural disaster, war, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subseller or supplies due to such cause; provided that the parties so disabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

12. **NON-DISCRIMINATION**

Seller agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Seller also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

13. **WARRANTY AGAINST DEFECTS**

Seller warrants that the goods shall remain free of defects in material and workmanship for a period of one (1) year commencing the date of City's acceptance. Such defects shall include any failure of the goods to meet Seller's specifications or the description contained in Seller's product literature. If within the warranty period City discovers such a defect, Seller shall repair or replace the defective item or component free of charge. If after three attempts Seller is unable to eliminate a defect, or if Seller does not commence the warranty work within the time allowed in this paragraph, City shall have the right to return the defective item or component and, at City's option, either obtain a full refund of the purchase price of the goods or obtain a refund, in an amount to be agreed upon by the parties, of the portion of the purchase price of the goods that is allocable to the defective item or component. Seller shall commence all warranty work within 48 hours of receiving notice of the warranty claim. All warranty work shall be performed at City's facilities unless otherwise agreed by the parties. If warranty work is performed at Seller's facilities, Seller shall pay all shipping costs, including the cost of return shipment. This warranty shall apply to all repair parts furnished by Seller and all repairs performed by Seller.

14. **INTELLECTUAL PROPERTY WARRANTY**

Seller warrants that none of the goods, the use thereof or any of the applications, processes or designs employed in the manufacture thereof infringes the valid claims of any letter patent, patent application, copyright, trade secret or any other property right of any third party. If as a result of any suit or proceeding alleging an infringement of any of the foregoing property rights City's use of the equipment is enjoined, Seller shall at no cost to City either obtain for City a license to use the goods or modify the goods so as to avoid the infringement without any degradation in performance. If Seller cannot obtain such a license and cannot so modify the equipment, Seller shall promptly refund to City the purchase price, less a reasonable amount for depreciation.

15. **MAINTENANCE SERVICES**

Unless otherwise provided in the Specifications (Exhibit A) or the Proposal (Exhibit B), the City shall have the right to maintain the goods purchased under this Agreement. Repairs or replacement of parts by the City or its agents or maintenance contractors shall not alter or void any warranties for equipment or goods purchased under this contract.

16. **ASSIGNMENT OF MANUFACTURER'S WARRANTIES**

Seller hereby assigns all warranties of the manufacturers of components of the goods to City to the extent such warranties are assignable. In the event Seller must obtain the consent of the manufacturer or take other action before any such warranties are assignable, Seller shall do so prior to delivery.

17. **INDEMNITY/HOLD HARMLESS**

Seller shall defend, indemnify and hold harmless City, City's officers, employees, agents and representatives from and against all liability, claims, demands, judgments, penalties, and causes of action of any kind or character, or other costs or expenses incidental to the investigation and defense thereof, of whatever nature, resulting from or arising out of the activities of the Seller or its subsellers, agents, or employees under this contract, except, however, that the foregoing shall not apply to liability that arises out of City's negligence.

18. **INSURANCE**

Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

- A. **Commercial General Liability Insurance:** If Seller will be installing or testing the goods, or otherwise performing services on City's premises, Seller shall provide a certificate indicating that Seller has commercial general liability insurance covering Bodily Injury and Property Damage on an "occurrence" form (CG 2010 1185 or equivalent). This coverage shall include Contractual Liability insurance. Coverage will include \$2,000,000 per occurrence and \$3,000,000 general annual aggregate. Said insurance shall name City as an additional insured and shall require written notice to City thirty (30) days prior to cancellation. If Seller hires a subseller to perform services on City's premises, Seller shall ensure that Seller's subseller complies with this paragraph.

- B. Business Automobile Liability Insurance: If Seller will be delivering the goods, Seller shall provide City a certificate indicating that Seller has business automobile liability coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$2,000,000. Said insurance shall name City as an additional insured and shall require written notice to City thirty (30) days in advance of cancellation. If Seller hires a carrier to make delivery, Seller shall ensure that said carrier complies with this paragraph.
- C. Workers' Compensation Insurance: The Seller, its subsellers, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Sellers who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.
- D. Certificates of Insurance: As evidence of the insurance coverage required by the contract, the Seller shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract.

20. **ATTORNEY'S FEES**

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including witness fees (expert and non-expert), attorney's fees and court costs on appeal.

21. **COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES**

Seller shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subsellers and income tax withholding contained in ORS Chapter 279, the provisions of which are hereby made a part of this agreement.

22. **CONFLICT BETWEEN TERMS**

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the terms of proposal conflicting herewith.

23. **SEVERABILITY**

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

24. INTERGOVERNMENTAL COOPERATIVE PURCHASING

The Seller agrees to extend identical prices and services under the same terms and conditions to all public agencies in the region. Quantities stated in this solicitation reflect the City of Tigard usage only. Each participating agency shall execute its own contract with the Seller for its requirements.

25. COMPLETE AGREEMENT

This Agreement, including the exhibits, is intended both as a final expression of the Agreement between the parties and as a complete and exclusive statement of the terms. In the event of an inconsistency between a provision in the main body of the Agreement and a provision in the Exhibit, the provision in the main body of the Agreement shall control. In the event of an inconsistency between Exhibit A and any other exhibit, Exhibit A shall control. In the event of an inconsistency between Exhibit C and Exhibit B, Exhibit B shall control. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Seller, by the signature of its authorized representative, hereby acknowledges that Seller has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Seller has executed this Agreement on the date hereinabove first written. Approved by Tigard’s Local Contract Review Board at their (Month, Day, Year) business meeting.

CITY OF TIGARD

(SELLER)

By: Authorized City Representative

By: Authorized Seller Representative

Date

Date

EXHIBIT A
GOODS TO BE PROVIDED

WATER METERS - POSITIVE DISPLACEMENT METERS W/ RF METER INTERFACE UNITS (All in accordance with the specifications detailed in the RFP packet)

- 5/8" Composite Meters
- 3/4" Composite Meters
- 1" Low-Lead Meters
- 1 1/2" Ductile Iron Meters
- 2" Ductile Iron Meters

EXHIBIT B
PRICING SHEET