



INVITATION TO BID AND INSTRUCTIONS TO BIDDERS

FY2020-003

ELECTRIC AND WATER METER READING SERVICES

NOTE: NON-MANDATORY PRE-BID CONFERENCE
APRIL 9, 2019 AT 10:00 A.M., LOCAL TIME,
CENTRAL SERVICES COMPLEX, FINANCE
DEPARTMENT CONFERENCE ROOM, 100
WOODBURY LN

BID OPENING

April 17, 2019
2:00 p.m., Local Time

at the
Central Services Complex Finance Department Conference Room
City of Oak Ridge
100 Woodbury Lane
P. O. Box 1
Oak Ridge, Tennessee 37831-0001

Telephone: (865) 425-1819
Email: lmajeski@oakridgetn.gov
Attn: Lyn Majeski

CITY OF OAK RIDGE, TENNESSEE
Invitation to Bid and Instructions to Bidders

FY2020-003

March 19, 2019

Project: Electric and Water Meter Reading Services

Invitation

Sealed bids will be received by the City of Oak Ridge until 2:00 p.m., local time, April 17, 2019, then publicly opened in the Central Services Complex Finance Department Conference Room at 100 Woodbury Lane, Oak Ridge, Tennessee, for utility meter reading services and supplemental labor used for various meter services as described herein (See attached Specifications).

All bids must be completed and submitted on the Bid Form provided. The bids shall be submitted on or before the time set for the opening of bids. Bids received after the time so set are late bids and will not be considered. Late bids, unmarked envelopes, and incorrectly marked envelopes will not be opened. Electronic bids are not accepted.

Pre-Bid Conference

A pre-bid conference will be held on April 9, 2019, at 10:00 a.m., local time, in the Central Services Complex Finance Department Conference Room located at 100 Woodbury Lane, Oak Ridge, Tennessee 37830. Prospective Bidders are not required to attend in order to submit a bid, however, attendance is suggested. Please contact Lyn Majeski at (865) 425-1819 if directions to the pre-bid conference are needed.

Discrepancies

Should the Bidder find any discrepancies in, or omission from, the bid documents, or should the Bidder be in doubt as to their meaning, the Bidder shall at once notify Lyn Majeski at (865) 425-1819 or lmajeski@oakridgetn.gov and obtain an interpretation or clarification prior to submitting a bid. Any interpretation or clarification given in accordance with this provision shall be in writing and will be distributed to all known Bidders. Only questions answered in writing will be binding. Oral and other interpretations or clarifications will be without legal effect. All questions must be submitted to Lyn Majeski no later than six (6) days prior to the bid opening date in order to give sufficient time for responses to be sent to all prospective bidders.

Prices

The Bidder shall submit unit bid prices as specified on Bid Form. It is agreed that this bid document in its entirety is included in and made a part of the contract between the City and the successful Bidder.

Discrepancies between the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

Withdrawal of Bids

Bids may be withdrawn on written request received from Bidders prior to the time fixed for opening the bids. Such written request must be on company letterhead signed by a company official and must indicate the specific bid project and bid price to be withdrawn in order to verify the identity of the bidder.

Rejection of Bids

The City reserves the right to reject any and all bids when such rejection is in the interest of the City of Oak Ridge; to reject the bid of a Bidder who has previously failed to perform properly or complete on time jobs of a similar nature; to reject the bid of a Bidder who is not, in the opinion of the City, in a position to perform the Contract, and to reject the bid of a Bidder not submitted in accordance with this Invitation to Bid.

References

Each Bidder shall furnish a list of at least three (3) references for whom work similar to that covered by the specifications herein was performed, the year in which such work was performed and the manner of its execution, and giving such other information as will tend to show the Bidder's ability to perform the required work.

Personnel

Each Bidder shall have available or shall agree to have available under Bidder's control sufficient equipment and personnel to complete the proposed work within the specified time.

Method of Work

Upon request, each Bidder shall describe the method or methods to be used in the performance of the required work.

Bidders Interested in More than One Bid

A party who has quoted prices to a Bidder is not thereby disqualified from quoting prices to other Bidders or from submitting a bid directly for the work; however, more than one bid for the same work from an individual or entity under the same or different name will not be considered.

Bid Surety

Each bid shall be accompanied by a bid guarantee payable to the City in the amount of ten percent (10%) of the total bid amount. The form of the bid guarantee shall be a bid bond or other suitable instrument (i.e. cashier's check, certified check, or Letter of Credit). The bid guarantees of unsuccessful Bidders shall be return to them by the City within fifteen (15) consecutive calendar days after execution of the Contract.

Drug-Free Workplace Affidavit Form

A Drug-Free Workplace Affidavit form is not required for this project as it does not involve construction.

Insurance

The successful Bidder will be required to maintain Worker's Compensation, Comprehensive General Liability, and Comprehensive Automobile Liability and Property Damage Insurance in accordance with the provisions of the Contract Documents. The City of Oak Ridge, Tennessee shall be named as an additional insured.

Award of Contract

The City will make the award as soon as practicable to the lowest responsible Bidder, price and other factors considered, provided it is reasonable and in the best interest of the City. The City reserves the right to award the contract to more than one bidder if in the best interest of the City. The successful Bidder(s) shall be required to execute the Contract attached hereto.

City Officers and Employees Not To Have Financial Interest

No contract shall be made with any officer or employee of the City or any firm or corporation in which any officer or employee of the City has financial interest.

Compliance with All Laws, Ordinances, Statutes, and Regulations

The Contractor shall comply with all federal, state, county and local laws, ordinances, statutes, and regulations. Pursuant to City Code § 5-413, the City may not accept bids from Bidders in default of any payment of any nature due to the City, including but not limited to taxes, licenses and fees.

Anti-Discrimination

The selected Bidder, in performing the work or furnishing the services covered by this project, shall not discriminate against any person because of race, creed, color, national origin, age, sex, sexual orientation, disability, religion or other legally protected status. The City of Oak Ridge encourages the utilization of minority and women-owned businesses in its contracting and subcontracting projects.

Iran Divestment Act

All bidders shall complete and submit with their bid the Compliance with Iran Divestment Act form as set forth in the bid package (Tennessee Code Annotated §12-12-101 et. seq.).

Tobacco Products

The selected Bidder and its employees/subcontractors shall comply with all building policies, regulations, schedules and rules as set out and required by the City. Please note smoking and the use of tobacco products (chewing) is prohibited in City facilities. For any work done at City facilities, any smoking occurring outside of the buildings must occur at least twenty (20) feet away from any entrance, open window or other opening into which smoke could infiltrate into the building. Spent smoking materials are to be properly discarded and not littered on the grounds. Additionally, smoking is not permitted on the premises of any customer.

Competency/Behavior of Employees

The selected Bidder shall only furnish employees who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the selected contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract. The selected contractor's employees working on this project may be subject to police background checks at the sole discretion of the City. Please see §3.3.4 of the Specifications for further requirements on background checks.

Special Provisions for Secured Area

The following are special provisions for access to U.S. Department of Energy facilities and property. This list is by no means exhaustive of all requirements and is subject to change at any time.

- A. *Security Requirements:* The Contractor shall conform to all applicable security requirements of the U.S. Department of Energy while performing work and services in secured areas.
- B. *U.S. Citizenship Requirement:* All workers on site in secured areas must be citizens of the United States and shall provide proper, valid documentation, such as a certified birth certificate or a U.S. issued passport, proving such citizenship to the satisfaction of the U.S. Department of Energy.
- C. *Temporary Work Badges:* Workers on site in secured areas must be able to apply for, and shall apply for, temporary work badges. Proper documentation such as a certified birth certificate or a U.S. issued passport will be required with the badge application.

Contract Term

The initial term of the contract will be July 1, 2020 through June 30, 2021. Up to two (2) fiscal-year (July 1 – June 30) renewal options will be included in the contract, with renewals at the City's sole option.

Bid Submittal Instructions

Each bid must be submitted in an opaque sealed envelope marked and addressed on the outside as follows:

From: Bidder's Name
Bidder's Address
*General Contractor's State of Tennessee License Number
*Bidder's License Date of Registration
*Bidder's License Category or Classification
*Bidder's License Expiration Date

*If bid equals or exceeds \$25,000, include this information if a contractor's license is required for this project per the State of Tennessee's Contractors Licensing Board. (The same information must also be provided for major subcontractors.)

To:	<u>In Person or By Overnight Delivery</u>	<u>Regular Mail</u>
	Attn: Lyn Majeski Finance Department City of Oak Ridge 100 Woodbury Lane Oak Ridge, TN 37830	Attn: Lyn Majeski Finance Department City of Oak Ridge P.O. Box 1 Oak Ridge, TN 37831-0001

If the bid is submitted by mail rather than hand-delivery, the sealed envelope containing the bid must be enclosed in another envelope addressed as stated above. Bids submitted by mail should indicate on the outside envelope, lower left corner, the following: "Sealed bid for FY2020-003: Meter Reading Services to be opened April 17, 2019 at 2:00 p.m. local time" to ensure the bid is delivered to the appropriate person at the City in a timely fashion. Late bids are not accepted and will not be opened.

Bidder must include the completed Questionnaire along with the completed Bid Form. Any objections or requested waivers of the bid documents must also be submitted with the bid.

FY2020-003 BID FORM

Project: Electric and Water Meter Reading Services

In compliance with the Invitation for Bids, dated March 19, 2019, the undersigned Bidder:

* a corporation organized and existing under the laws of the State of: _____

* a partnership consisting of: _____

*an individual trading as: _____

(*fill in as appropriate)

of the City of _____ in the State of _____ agrees that if this bid is accepted as hereinafter provided, it will furnish all labor, materials, supplies, tools, and equipment necessary to perform all work and services described in the Invitation for Bid and Instructions to Bidders, in strict accordance with the terms and provisions of the Contract attached thereto.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informality in the bidding.

Bidder agrees that this bid shall be good for a period of ninety (90) days from the date of opening.

Bidder acknowledges receipt of the following addenda:

Addendum No. _____	Date: _____	Addendum No. _____	Date: _____
Addendum No. _____	Date: _____	Addendum No. _____	Date: _____
Addendum No. _____	Date: _____	Addendum No. _____	Date: _____

In accordance with the bid documents, attached is the completed Questionnaire (including Attachments A, B, C, D, E, F, G, H, and I, with optional Attachment J). Any objections or requested waivers to the terms contained in the bid documents must also be attached. Objections/waivers will be a consideration when evaluating bids.

Schedule of Prices

In accordance with Bid Package and required specifications:

All Quantities estimated per Month

Item 1:	Reading of Residential Water Meters	<u>11,590</u>	X	<u>\$</u>	=	<u>\$</u>
Item 2:	Reading of Commercial Water Meters	<u>14,315</u>	X	<u>\$</u>	=	<u>\$</u>
Item 3:	Reading of Residential Electric Meters	<u>14,350</u>	X	<u>\$</u>	=	<u>\$</u>
Item 4:	Reading of Commercial Electric Meters	<u>2,210</u>	X	<u>\$</u>	=	<u>\$</u>
Item 5:	Hourly Cost of Meter Service Technician	<u>65 hrs.</u>	X	<u>\$</u>	=	<u>\$</u>

Total Bid per Month: _____

Total Bid: _____
(Total Bid X 36 Months)

Total Bid:

_____ Dollars and _____
_____ Cents

Bidder attests that no officers or employees of the City of Oak Ridge are members of, or have financial interest in, the business submitting this bid.

By: _____
Signature

Telephone #: _____

Name: _____

Fax # _____

Title: _____

Email: _____

Business Name: _____

Date: _____

Mailing Address: _____

Physical Address: _____

Tax ID Number: _____

BID BOND

FY2020-003

KNOW ALL MEN BY THESE PRESENTS,

That we, _____,

(hereinafter called the "Principal"), as Principal, and the _____, of

_____ a

corporation duly organized under the laws of the State of _____

(hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Oak Ridge, Tennessee, (hereinafter called the "Obligee"), as Obligee, in the sum of ten percent (10%) of the bid price for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

_____.

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Invitation to Bid and Instructions to Bidders with good and sufficient surety for the faithful performance of such contract, or in the event of the failure of the Principal to enter such contract and give such bond, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ A.D. 2019.

IN THE PRESENCE OF:

_____(Seal)
Principal

Witness

Title

Witness

_____(Seal)
Surety

Title

COMPLIANCE WITH IRAN DIVESTMENT ACT

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated §12-12-106.

Bidder: _____

By: _____
(Signature)

(Name – Printed)

Title: _____

Date: _____

QUESTIONNAIRE

The following information will be evaluated as a part of the bid award process. The City reserves the right to award to the best bidder, based on a thorough review of performance, check of past work and responses to this questionnaire.

PLEASE RESPOND TO THE FOLLOWING by providing either a specific answer or a full explanation as appropriate. If you wish you may submit an attachment with detailed explanations of your responses.

1. At the present time, does your company have the ability to provide all the equipment, vehicles, and services requested in this bid?

Yes: _____ No: _____ N/A: _____

If no, please provide details.

Response: _____

2. If your company were awarded this bid, who would be your single point of contact for the following?

Supervisor: _____

Implementation Coordinator: _____

Billing: _____

3. Provide a complete listing of utilities for which you have performed Meter Reading in the past five (5) years. Please note which clients are current and which are not. Please respond by including the information shown below for each utility and include it in your response as ATTACHMENT A.

Name of Utility
Contact's Name
Contact's Title
Contact's Phone #
Type of Service(s) Performed
Length of Service (consecutive years)
Meter Reading Accuracy (%)

4. How long has your company been in business?

Response: _____

5. What is your principal service area at the present time?

Response: _____

6. If your company is awarded a contract, indicate the specific amount of time your company would require to be ready with a full complement of manpower and equipment as specified in this bid document, from the time of the award until commencement of work.

Response: _____

7. What is the total number of motor vehicle accidents your company vehicles (both leased and owned) were involved in during the calendar year 2018?

Response: _____

8. What was your company's total number of motor vehicle accidents (both leased and owned) that involved injury or death during the calendar year 2018?

Response: _____

9. Provide a copy of your company's latest OSHA Form 300A Summary of Work-Related Injuries and Illnesses. Please include this information as ATTACHMENT B.

10. Provide a copy of your company's current Safety and Health Policies. Please include this information as ATTACHMENT C.

11. Please describe what type of safety program your company provides to your employees and how you are currently incorporating this at other accounts.

Response: _____

12. How do you evaluate employee meter reading accuracy?

Response: _____

13. In an attachment, describe your plans for deterring “curb reading” among your employees and how you currently handle this with other accounts. Please include this information as ATTACHMENT D.

14. In an attachment, describe how you propose to meet the City’s service level requirements and how you currently handle this with other accounts. Please include this information as ATTACHMENT E.

15. In an attachment, outline your contingency plan for employee absences. Please include this information as ATTACHMENT F.

16. In an attachment, outline your contingency plan for emergency support to the City. Please include this information as ATTACHMENT G.

17. Provide a copy of your company’s drug and alcohol policy. Please include this information as ATTACHMENT H.

18. Provide a detailed sample copy of your company's background check report that would be used for any of your employees who would be working on the City's account. Please include this information as ATTACHMENT I.

19. Will you be partnering with a subcontractor for any portion of this bid?

Yes: _____ No: _____ N/A: _____

If yes, please provide the following information:

Company Name of Subcontractor: _____

Subcontractor's Street Address: _____

Subcontractor's City/State/Zip: _____

Person(s) Who Will Be Assigned to the City's Account: _____

Phone #: _____

Is this subcontractor:

MBE-Certified? _____

WBE-Certified? _____

None of the above _____

20. OPTIONAL: Please provide any additional information or comments that you feel are critical to the City's decision-making. Please state facts only and substantiate any claims made. Please include this information as ATTACHMENT J.

CONTRACT

FY2020-003

This Contract entered into this _____ day of _____, 2019, by and between the City of Oak Ridge, Tennessee, a municipal corporation, hereinafter called the "City," and _____, a _____, hereinafter called the "Contractor."

WITNESSETH

In consideration of the mutual promises of the parties hereto, the parties do hereby agree as follows:

ARTICLE 1 – Scope of This Contract

The work to be done consists of furnishing all labor, materials, supplies, tools, equipment and other incidentals necessary to perform all work and services required for electric and water meter reading and related services for the City of Oak Ridge, in strict accordance with the terms and provisions of this Contract, the Specifications, the bid package, and the bid of the Contractor attached hereto.

In performance of this Contract, the Contractor binds himself to the City to comply fully with all provisions, undertakings, and obligations hereinafter set forth.

ARTICLE 2 – Term

This Contract shall be for a term of three (3) years, commencing on July 1, 2019 and terminating on June 30, 2022, with up to two (2) additional one-year options to renew, unless terminating earlier in accordance with the terms of this Contract. Work shall commence after the Contractor's receipt of a written Notice to Proceed from the City.

ARTICLE 3 – Changes

- A. City may, by written order, and without notice to the Sureties, make changes in the specifications of this Contract within the general scope thereof. If any such changes cause an increase or decrease in the scope of this Contract or in the time required for its performance, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly.
- B. Should the Contractor encounter conditions materially different from those shown in the specifications, the City shall be notified in writing immediately of such conditions before they are disturbed. The City shall thereupon promptly investigate the conditions and if it finds that they do so materially differ from those specified, this Contract shall be modified to provide for any increase or decrease of cost and difference in time resulting from the conditions so found.
- C. Except as otherwise herein provided, no charge for any extra work or material will be allotted unless the same has been approved in writing by the City, and the price stated.

ARTICLE 4 – Inspections and Defective Work

All workmanship and services shall be subject to inspections, examinations and tests by the City at any and all times during the performance of this Contract. The City shall have the right to reject defective workmanship and to require correction. Rejected workmanship shall be satisfactorily corrected without charge therefore. If the Contractor fails to proceed at once to correct such defective workmanship, the City may proceed with such corrective work and the Contractor shall be liable for all direct cost occasioned in the performance therefore.

This provision does not negate, modify or replace any warranties contained elsewhere in this Contract. This provision shall survive the termination or suspension of this Contract.

Neither payment nor any provisions in the Contract document shall relieve the Contractor of responsibility for faulty materials or defective workmanship. The City shall give notice of observed defects with reasonable promptness. The deterioration due to ordinary use and normal wear is excepted from this guarantee.

The Contractor shall reimburse the City for the cost of damage, if any, as well as the cost of replacing defective materials or workmanship. If replacements are not made within ten (10) days after notice is given of such defect in workmanship, or thirty (30) days in case of materials, then the City shall have the right to make replacements and charge the cost of same to Contractor or the Contractor's surety.

ARTICLE 5 – Site Investigation

The Contractor represents that it has visited the site and determined the nature of the work and the difficulties and facilities attending execution of the work, and all other matters, which can in any way affect the work under this Contract.

ARTICLE 6 – Delays, Damages

If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in Article 2, or fails to complete the work within such time, the City may terminate this Contract. In such event, the City may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the City for any excess cost occasioned thereby. If this Contract is so terminated, the City may take possession of and utilize in completing the work such materials, appliances, tools and equipment as may be on the site of the work and necessary therefore.

ARTICLE 7 – Payment

As consideration for performing all work and services set forth in this Contract, and as full consideration thereof, the City agrees to pay the Contractor \$_____ in accordance with the bid sheet of the Contractor which is incorporated by reference into this Contract. The Contractor shall submit monthly invoices to the City. The City shall make payment for work satisfactorily completed within thirty (30) days of receipt of the invoice. See Specifications for more details on payment.

ARTICLE 8 – Rate Adjustment

The per unit prices will be adjusted upon renewal by one hundred percent (100%) of the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Knoxville, Tennessee Area. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average at the date of initial contract execution compared to the same information at the date of renewal. In the event of a second renewal, the initial bid prices will be adjusted to reflect the new period.

ARTICLE 9 – Indemnification by Contractor

To the fullest extent permitted by all applicable laws and regulations, the Contractor hereby agrees to protect, indemnify and hold harmless the City and their consultants, agents and employees from and against any and all claims, loss, expense, damage, charges and costs direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professional and court costs), collectively referred to as "claims," for injury to or death of persons and injury to or destruction of property suffered or alleged to have been suffered as a result of any act or omission on the part of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, except such injury, destruction or death as may be caused by the sole negligence or fault of the City.

When the City submits notice, the Contractor shall promptly defend any aforementioned action. In any and all claims against the City or any of their consultants, agents or employees by any employee of the Contractor, any of the Contractor's subcontractors, anyone for whose acts any of them may be liable, or others whose services are engaged by the Contractor or anyone directly or indirectly employed or controlled by either of them in the course of the performance of the work provided for in the Contract, the indemnification obligation described herein shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts. The limits of insurance required in this Contract shall not limit the Contractor's obligations under this article.

The terms of this article shall survive the termination or suspension of this Contract.

ARTICLE 10 – Rate of Progress

Notwithstanding any other provisions in this Contract, the Contractor shall furnish sufficient labor, materials, supplies, tools, and equipment, and shall work such hours, including overtime, Sundays, and/or Holidays, as may be necessary to carry out the work in accordance with the approved schedules for its completion not later than the respective times allowed for completion set forth in these Contract Documents. Should the Contractor refuse or fail to comply with its obligations set forth in the preceding sentence after receipt of any written directive or request by the City that the Contractor furnish additional labor, materials, supplies, tools, and equipment, and/or work additional hours, including overtime, Sundays, and/or Holidays, the City may terminate the Contractor's right to proceed with the whole or any part of the work under this Contract.

ARTICLE 11 – Compliance with All Laws, Ordinances, Statutes, and Regulations

The Contractor shall comply with all federal, state, county and local laws, ordinances, statutes, and regulations.

ARTICLE 12 – Insurance

The Contractor shall at all times during the Contract maintain in full force and effect Comprehensive General Liability, Workers' Compensation and Property Damage Insurance in the amounts set forth below and naming the City of Oak Ridge, Tennessee as an *additional insured*.

The Contractor shall maintain policies providing the following insurance protection, each policy containing a requirement that, in the event of change or cancellation, thirty (30) days' prior written notice be sent by mail to the City. Certificates of Insurance describing the coverage shall be furnished by the Contractor and shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is issued and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days' prior written notice will be given the certificate holder."

1. Comprehensive General Liability:

Bodily Injury	\$300,000	each occurrence
	\$700,000	aggregate
Property Damage	\$100,000	each occurrence
Or Combined Single Limit of	\$1,000,000	

2. Workers' Compensation and Employer's Liability as provided for in applicable statutes.

3. Comprehensive Automobile Liability (Including all owned, non-owned and hired vehicles)

Bodily Injury	\$300,000	each person
	\$700,000	each occurrence
Property Damage	\$100,000	each occurrence
Or Combined Single Limit of	\$1,000,000	

The Contractor may purchase at its own expense such additional or other insurance protection as it may deem necessary. Maintenance of the required minimum insurance protection does not relieve the Contractor of responsibility for any losses not covered by the above-required policies.

Before commencement of work hereunder, the Contractor agrees to furnish to the City of Oak Ridge (Legal Department, P.O. Box 1, Oak Ridge, Tennessee 37831-0001) a Certificate of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force.

ARTICLE 13 – Permits and Licenses

The Contractor shall obtain, at the Contractor's expense, all permits, licenses and bonds required by law or ordinance and maintain the same in full force and effect.

ARTICLE 14 – Subcontracting and Assignment

- A. The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- B. The Contractor shall not award, assign, transfer or pledge any work to any subcontractor without prior written approval of the City, which approval will not be given until the Contractor submits to the city a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require.
- C. The Contractor shall be as fully responsible to the City for the acts and omissions of subcontractors, and of persons either directly or indirectly employed by said subcontractors, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- D. The Contractor shall make a condition of all subcontracts and/or cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.
- E. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the City.

ARTICLE 15 – Superintendence by the Contractor

The Contractor shall give its personal superintendence to the work or have a competent foreman or superintendent satisfactory to the City on the site at all times during the progress of the work, with authority to act on behalf of the Contractor.

ARTICLE 16 – Termination

The City and the Contractor may terminate this Contract as follows:

- A. *For Cause.* Either party may terminate this Contract by written notice immediately upon the occurrence of any one or more of the following events:
 - 1. Failure of a party to cure any material breach of this Contract within ten (10) days of written notice from the non-breaching party. The notice of the breach shall describe the breach in reasonable detail.
 - 2. Deception, fraud, misrepresentation or dishonesty by the other party, or any act of omission that unreasonably interferes with the other party's business.
 - 3. The filing of any voluntary or involuntary petition with respect to the other party under the United States Bankruptcy Code, insolvency of the other party, an assignment for the benefit of creditors or liquidation of the other party's business.
- B. *Without Cause.* Either party may terminate this Contract upon ninety (90) days' written notice to the other party.

- C. *Lack of Funds.* This Contract is subject to appropriation and availability of funds. In the event that the funds are not appropriated or are otherwise unavailable, the City reserves the right to terminate this Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of this Contract. Upon receipt of the written notice, the Contractor shall cease all work associated with this Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized work/services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the City any actual, general, special, incidental, consequential or any other damages whatsoever of any description or amount. The City will give the Contractor as much notice as feasible when terminating this Contract under this provision.

In the event of termination, any and all reports and other documentation prepared by the Contractor under this Contract shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

ARTICLE 17 – Anti-Discrimination

The Contractor, in performing the work or furnishing the services covered by this Contract, shall not discriminate against any person because of race, creed, color, national origin, age, sex, sexual orientation, disability, religion or other legally protected status. The City of Oak Ridge encourages the utilization of minority and women-owned businesses in its contracting and subcontracting projects and the Contractor is encouraged to actively solicit the participation of these businesses. The Contractor shall inform all of its subcontractors and vendors providing work or services under this Contract of this requirement and shall ensure compliance therewith.

ARTICLE 18 – Personnel

- A. The Contractor represents that it has, or will, secure at the Contractor's expense, all personnel required to perform the work and services outlined in this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
- B. All of the services required hereunder will be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local laws to perform such services.

ARTICLE 19 – Reports and Information

At such times and in such forms as the City may require, the Contractor shall furnish to the City such periodic reports as are requested by the City pertaining to the work and services covered by this Contract, the costs and obligations incurred or to be incurred in connection herewith, and any other matters covered by this Contract. The City can audit the Contractor's and the Contractor's subcontractors' financial records pertaining to this project.

ARTICLE 20 – Option to Renew

At the City's option, this Contract may be renewed for up to two (2) additional fiscal-year terms (July 1 through June 30) under the same terms and conditions. In the event the City elects to exercise this right, the City shall notify the Contractor of its intent in writing to renew for an additional year at least thirty (30) days prior to the expiration date of the current contract term.

ARTICLE 21 – Governing Law

This Contract is governed by the laws of the State of Tennessee.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written, the City of Oak Ridge, by its Mayor, by authority duly given.

APPROVED AS TO FORM AND LEGALITY:

CITY OF OAK RIDGE, TENNESSEE

City Attorney

Mayor

(CONTRACTOR)

Signature

(Printed or Typed Name and Title)

Attachments: Specifications
Appendix A
Appendix B
Bid Documents
Contractor's Bid and Supporting Documentation

Approved by Resolution _____

SPECIFICATIONS

1.0 GENERAL INFORMATION

1.1 Overview of the Bid

The City of Oak Ridge, Tennessee (City) is seeking bids for utility meter reading and supplemental labor for delivery of notices and various meter services, including service disconnect and reconnect, meter change-outs, and other such items. The intent is for each meter to be read every thirty (30) days.

The City, a municipality existing under the laws of the State of Tennessee, is soliciting bids from interested and qualified contractors for its utility meter reading services, and supplemental labor used for various meter services as herein described. Evaluation and award, if any, of the contract will be contingent upon the responses in the submitted bids.

The intent of these specifications is to result in the accurate and timely reading of electric and water meters in the City of Oak Ridge as well as provides for an hourly technician to aid in meter service duties. Any item not called out specifically, but which is required to be present for the work to be accomplished is considered subsidiary to the bid overall and will be required at no extra cost to the City.

1.2 Primary Objectives & Term

The contract will be for an initial term of three (3) years with a starting date of July 1, 2019 and an ending date of June 30, 2022. At the City's sole discretion, and subject to the terms and conditions of the Agreement, there will be up to two (2) one-year renewal options, for a maximum term of five (5) years.

Contract prices will remain firm for the initial three-year term of the contract. Upon renewal, the contract prices will be adjusted to reflect the Consumer Price Index. Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Knoxville, Tennessee Area.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six month average at the date of initial contract execution compared to the same information at the date of renewal. In the event of a second renewal, the initial bid prices will be adjusted to reflect the new period.

1.3 Bid Evaluation

All information submitted will be used in the evaluation of bids.

The bidder's background and experience, as submitted with this bid will be used to evaluate the ability of the bidder to meet the City's needs and requirements and may be the basis for disqualification of a bid. Bidders may add pages to their bids to describe other features that are not specifically requested in this document; however, such documents will be evaluated only in determining the lowest qualified bidder. The bidder's response to this proposal shall become a binding portion of the contract documents.

Although every attempt will be made to consider each submitted proposal on an equal basis, neither the City nor its agent will be responsible for misinterpretations resulting from failure of a respondent to follow the proposal format or failure to give proper and specific references when citing reference material. The City reserves the right to disqualify any proposal that does not follow the required format. The City also reserves the right to waive irregularities in any and all submitted proposals.

2.0 DESCRIPTION OF TASKS

2.1 Meter Reading Services

2.1.1 Meter Reading Services - Meter Reading services not only include the actual reading of electric and water meters, but also checking the integrity of each and every meter seal, the reporting of any inconsistencies with these meters and other minor tasks such as cleaning meters to allow legibility of reads and proper replacement of lids, covers and the like.

This service requires comments be reported to the City or entered in the handheld meter reading device supplied by the City about any potential hazard, meter damage, possible tampering, or observation to explain any unusual consumption patterns.

The current handheld device used in the field is the ITRON FC300. The City currently is able to provide four (4) of these units. The City reserves the right to change this system at any time.

2.1.2 Skips Not Allowed

- a. All meters must be processed in the handheld device with either a “reading” or a “proper skip” code. Therefore, “misses” are unacceptable.
- b. The expectation is every meter is read monthly within the scheduled window.
- c. Inactive accounts with meters registering consumption should be checked for theft of service and/or tampering of the seal or band, and reported by using the handheld meter-reading device.

2.1.3 Accessibility

All accessible meters must be read. This may require a same day or next day return trip to acquire the reading. A reasonable effort must be made to secure the meter reading in order to be compensated. Meters that are stopped or out of service must be read as though they were active.

2.1.4 “Curb Reading”

The Contractor must post and provide written policies to its employees explaining that “curb reading” or estimating will result in immediate termination and that such practices could terminate the contract. Any evidence of “curb reading” will initiate an immediate review of the contract.

2.1.5 Types of Meters to be Read

- a. Residential Electric Meters: Defined as meters attached to accounts that are coded residential in the Utility Business Office software. Residential electric meters do not have a demand register.

- b. Commercial Electric Meters: Defined as all electric meters not meeting the definition listed above. These meters may or may not have more than one register. All registers must be read and will be counted as a single register.
- c. Residential Water Meters: Defined as meters attached to accounts that are coded residential in the Utility Business Office software. Residential water meters have a single register.
- d. Commercial Water Meters: Defined as all water meters not meeting the above definition. These meters may or may not have multiple registers. All registers must be read and will be counted as a single read.

2.2 Meter Service Definitions

Meter Services will be provided by a trained employee compensated on an hourly basis. Typical tasks included include residential meter installation, exchange, and/or retrofitting electric meters within the City's system, as well as working on starts, stops, reads, out and registering, nonpayment disconnects, reconnections, off/on repairs and miscellaneous orders.

Special Reads are reads that are requested off-cycle for the purpose of determining special billing questions, not "reading" questions are also considered meter service and compensated on an hourly basis. Re-reads which reveal an error in the initial reading are not considered special reads.

Delivery of notices of pending disconnection or other information is also considered meter service work.

- 2.3 Generally, meter service work will be scheduled five (5) calendar days in advance with notice given to the Contractor.

3.0 GENERAL REQUIREMENTS

3.1 Minimum Qualifications for Bidding

Any bidder to be considered for this bid must demonstrate at least five years' experience in the electric and water meter reading industry. They must show they have sufficient resources from which to draw meter readers and meter service technicians capable of meeting the needs of the City.

All bidders will be evaluated on their standing in the industry, including their success at meeting the needs of meeting other clients and their experience and success with customer interface. Their safety programs, training and track record will also be evaluated.

Bidders are required to have sufficient depth of employment to meet personnel challenges such as sickness, injury, unexpected terminations and the like and still be able to get the job done in Oak Ridge.

3.2 Supervision

Notwithstanding the other provisions of this document, the contractor shall at all times have a specific individual present on the system to act as a working foreman or supervisor. This individual shall have direct control over all other employees on the City system including the authority to remove or reassign employees.

The specified individual shall be immediately available to City management as required to address issues that may arise in execution of this contract and shall be the initial point of contact for day to day problems and issues.

The contractor's supervisor shall advise the City's authorized representative daily as to the location of all meter readers and any Service personnel and the progress of the work assigned on schedule that is provided daily. The schedule will have a place for individual route, person reading route, handheld assigned to route, equipment provided, such as route keys and time the route was turned in to Meter Reading office.

3.3 Number and Nature of Employees

- 3.3.1 The Contractor shall have sufficient personnel and equipment to fulfill its obligations under this contract. The Contractor is responsible for having sufficiently trained staff on each crew to ensure that the work is performed in a safe, professional manner and is completed in a timely manner.
- a. The Contractor will make every reasonable effort to maintain good will between the City, its customers, and the general public; representing the Contractor and the City to the public in a professional and caring manner at all times.
 - b. The Contractor and its employees must be capable of interacting tactfully with the City's customers and employees.
 - c. The Contractor and its employees must be capable of operating a vehicle safely in all sections of the City's service area.
 - d. The Contractor must require its employees to comply with the City's tobacco products polices, regulations, schedules, and rules as set out and required by the City. Please note smoking and the use of tobacco products (chewing) is prohibited in City facilities. For any work done at City facilities, any smoking occurring outside of the buildings must occur at least twenty (20) feet away from any entrance, open window or other opening into which smoke could infiltrate into the building. Spent smoking materials are to be properly discarded and not littered on the grounds. Smoking is not permitted on Customer premises.
- 3.3.2 The Contractor shall exclusively be responsible for assignment of employees to accomplish tasks as described in the contract. The Contractor shall increase or decrease the number of assigned employees as desired, except in the event that the reading schedules are not being obtained, the City may require more employees be added. Not every employee need be competent to every task, depending on assignments.
- 3.3.3 Training: The Contractor is responsible for ensuring and documenting that its employees receive proper training to safely perform the work required under this contract.
- 3.3.4 Criminal Background Checks: The Contractor must, at its own expense, conduct thorough background checks that meet City standards on any and all of the Contractor's personnel who will be working in any capacity on the City's account.
- a. The City reserves the right to audit these background checks at any time.

- b. In addition, the City reserves the right to conduct its own background checks at any time, at its own cost, without releasing the Contractor's obligation to conduct background checks.
- 3.3.5 The City's Meter Services supervisor or representative may, at various times, schedule or make substitutions of daily work assignments, including changes of routes. It is expressly understood that the necessity of such work assignment changes is left solely and exclusively to the judgment and discretion of the City.
- 3.3.6 English Language: All employees working on the Oak Ridge System must be able to speak and understand spoken English proficiently and follow written instructions printed in English.
- 3.3.7 The City reserves the right to monitor any or all Contract employees for misreads and overall work performance. The City reserves the right to prohibit a particular employee of the Contractor from entering its premises with or without cause. The City reserves the right to request that a particular employee not be employed for work on the City's system or be replaced with or without cause. Typically the City will request the replacement of any employee with substandard accuracy, poor performance, or who experiences frequent or unexpected conflict. All employees are expected to contribute to the overall efficiency and accuracy of the business office operations.
- 3.3.8 Special Requirements for Commercial Meter Readers: The City reserves the right to review the training and experience of all employees used for commercial meter reading. Such employees should understand and be familiar with available registers and basic meter technology. Special approval will be required by the City prior to moving an individual into these areas.
- 3.3.9 Special Requirements for Meter Service Technician: The City reserves the right to review the training and performance of individuals used in service work. This includes areas such as demeanor and ability to work effectively with customers under difficult circumstances.
- 3.4 Safety and Compliance with Law
 - 3.4.1 The Contractor is responsible for the safety of its employees and for equipping them with any and all training and equipment that the Contractor deems necessary for the appropriate, safe, and professional execution of the assigned work.
 - 3.4.2 The Contractor is responsible for ensuring that its employees comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to TOSHA, workers' compensation laws, fair employment laws, immigration laws, etc. The Contractor understands that the Contractor's noncompliance with any law, statute, or regulation shall be grounds for immediate contract termination.
 - 3.4.3 The Contractor is responsible for ensuring that its employees have valid Tennessee driver's licenses.
 - 3.4.4 The Contractor shall provide the City with copies of its drug and alcohol policies.
 - a. The Contractor is solely responsible for its employees' compliance with these policies.

- b. In no event shall a contractor's employee work on a City assignment if said employee has violated the Contractor's drug and/or alcohol policy within the past 12 months.
- c. The Contractor is responsible for immediate notification to the City's Meter Services supervisor or representative in the event one of its employees assigned to the City's account has been convicted of a felonious DUI/DWI offense.

3.4.5 The Contractor's employees working Field Service orders may be invited to attend selected safety and customer service meetings provided by the City at the Contractor's expense.

3.5 Contractor Uniforms and Identification

3.5.1 The Contractor shall provide its employees with standard, City-approved uniforms and City-provided identification.

- a. The Contractor shall require its employees to wear the supplied uniforms at all times while performing their assigned duties in performance of the contract.
- b. Rain-gear, coats, and hats will be considered part of the uniform and should clearly display the name of the contract company.
- c. The Contractor shall notify the City, and the City must approve any proposed changes to the standard uniforms and identification.

3.5.2 The City will supply a photo ID badge for each meter reader assigned to the City. This identification must be displayed at all times when the employee is on the system. The badge remains the property of the City and must be returned upon request.

3.6 Working Hours

In consideration of the City's customers, the City requires that the work performed under the contract shall occur between the hours of 7:30 a.m. (but not before sunrise) and 5:30 p.m. (but not after sunset), Monday through Friday. If meter reader is to work before 7:30 a.m. or later than 5:30 p.m. or on Saturday or Sunday, it shall be with the specific approval of the Meter Services supervisor or authorized City representative.

3.7 Contractor Vehicles

The Contractor will provide, at its own expense, any and all required and appropriate vehicles to perform the work described. Fuel, insurance and other cost to be included in the various pay items.

3.7.1 All vehicles shall be well marked and permanently identified with the Contractor's company truck number and the company insignia and/or name, designating the vehicles as property of the Contractor and with the wording "City of Oak Ridge Contractor." Magnetic signs are not acceptable for identifying company or working as a contractor for the City, except where such assignment is temporary (less than ten (10) days).

3.7.2 Condition of vehicles: All vehicle used on the City's system must be maintained in good condition, reasonably clean, with uniform paint, free of body damage or other characteristics, including visible emissions, that would detract from the professional image of the City or its contractors.

3.7.3 Personal vehicles are NOT to be used when performing any task associated with the performance of the contract.

3.8 City Assigned Equipment

3.8.1 The Contractor will be responsible for the proper use and care of any equipment issued by the City.

3.8.2 The Contractor will promptly pay for any lost or damaged City equipment. The City retains the option to bill the Contractor or deduct from such funds otherwise due the Contractor for services rendered.

3.8.3 The City will provide the Meter Read software, handheld read devices, meter seals, and demand seals needed to perform the meter reading tasks.

3.8.4 The Contractor will be required to provide other needed tools to perform meter reading tasks, such as flashlights, hand tools, devices used to lift water lids, and transportation to and from routes.

3.9 Accidents and Property Damage

3.9.1 Notification: In the event of any injury or accident in connection with the performance of work assignments, the Contractor will immediately notify the City's Meter Services supervisor or representative with all the known facts concerning the incident.

3.9.2 Damage: If any damage is done by the Contractor, its employees, or its agents to the property of others while working under this contract, the Contractor shall:

- a. Immediately report any damages to the City's Meter Service Supervisor or representative and complete a City supplied form describing the incident.
- b. Repair, restore and correct any damages to the property of others, returning the property to the condition it was in before being damaged and in a manner satisfactory to the owner.
- c. Pay all associated costs for any damages incurred in a timely manner.
- d. Obtain a written and signed release from the property owner(s) within thirty (30) days from the date the claim was received. This release must be acceptable to the City and must relieve the City of any liability.
- e. Indemnify and hold the City harmless.

3.10 Customer Information and Security

3.10.1 The Contractor shall take all necessary actions to safeguard customer information and will consider it confidential. It shall not be disclosed to anyone other than the City.

3.10.2 In some cases, in which agreements between the City and some City customers restrict access to meters, the Contractor will:

- a. Ensure the security of keys or combinations.

- b. Be expected to maintain basic service area keys required to access meters locked in meter rooms where there is frequent activity. Keys will be made available to all contract employees as required.
- c. Ensure that the security of the restricted areas is maintained.
- d. Immediately report any breach of security of those areas to the City's Meter Services Supervisor or representative.

3.10.3 All keys loaned to the Contractor by the City for the purpose of access must be returned to a City meter services representative at the end of each working day. The Contractor will be solely responsible and billed for any lost keys or access equipment and any loss or damage incurred to the property being accessed.

3.10.4 Theft or Diversion: Employees will work with the City to detect and counter move any theft of service or breach of utility security. The Contractor shall:

- a. Provide training, with the City's assistance, on how to detect and report diversion of electric or water utilities.
- b. Report any diversions of electric or water utilities.
- c. Shall not disclose any information relating to any investigation, intervention, or resolution of the case to anyone except the Contractor's supervisor and the City's Meter Services Supervisor or representative.

4.0 SPECIAL PROVISIONS FOR SECURED AREAS

The Contractor shall follow all U.S. Department of Energy (DOE) rules and requirements regarding contract employee's entry onto DOE property and into DOE facilities to perform the work necessary under the contract. Current rules require that every contract employee obtain a DOE badge by providing proper, valid proof of U.S. Citizenship. Each person badged has to go thru several hours of screening and training during the badging process. The Contractor is to make contact with DOE to secure the badges and is responsible for all costs associated with obtaining badges for their employees including training time. The City will cooperate with the Contractor by providing advice on the process to obtain DOE badges. DOE's badging process changes from time to time and the City does not have any control of the process. The Contractor will be responsible for arranging with DOE for a DOE escort where DOE requires that the contract employee be escorted in order for the required work to be performed.

5.0 INFORMATION CONCERNING THE OAK RIDGE SYSTEM

Information in this section is provided for the use of the bidder in understanding the Oak Ridge system. Accuracy is intended, but not guaranteed. Bidders are encouraged to attend the pre-bid conference and to make such investigations as they believe reasonable before submitting their bid.

5.1 City Service Territory and Schedules

5.1.1 The work area is the entire City system, which is approximately ninety (90) square miles. The majority of the service territory is Department of Energy Reservation without meters. The population is approximately 29,300.

See Appendix A for a map of the City Service Territory.

- 5.1.2 Zone and Route Information: The City currently divides the city into Zones, each with independent routes. Detailed information is included in Appendix B. Billing cycles are fixed and reading must accommodate these schedules.
- a. The City's customer billing cycle may be adjusted from time to time, requiring a skipped workday without meters being read. This is done to realign the meter reading schedule and used one to three times per year, on average. There will be no compensation for scheduled skip days or for days when the weather does not allow meters to be read or orders to be worked.
 - b. The City may, at its sole discretion, decide to omit reading meters and project meter consumption either by plan or for emergencies. If by plan, the Contractor will be notified at least thirty (30) days in advance.
 - c. The City does NOT guarantee the number of meters to be read by the Contractor or the Contractor's employees. This number may increase or decrease as deemed necessary by business needs.
 - d. Meters are assigned by zone and by route. It is important for business continuity that readings are made during specific times of the month, by date range. Reading a meter outside of its date range will contribute negatively to the bidder's overall compensation.
 - e. In rare instances the City may determine the need for a Meter Read schedule to be altered because of weather or due cause on a short notice, requiring the Contractor to adjust read dates without additional cost to the City other than work performed.
 - f. The City is in the process of implementing a new billing system. Upon implementation of the new billing system, the zone and route assignments will change to those described as "new zone and route". (See Appendix C) This change is expected to take place in January of 2020. There will be no change orders or cost adjustments made to this agreement in recognition of the new routes.

6.0 PAYMENT AND ADJUSTMENTS

6.1 Bid Items

The full payment for the contract shall be made through the bid items. All labor, equipment, supplies and materials needed to accomplish the work shall be included in the bid. Any item not listed, but required to accomplish the work shall be considered subsidiary to the contract price bid overall.

6.1.1 Item 1: Reading of Residential Water Meters

Payment will be made based on the number of residential water meters read and sent through the meter read system daily. Payment will be for one trip, regardless of the number of attempts made to gain reads. The intent of this item is to cover the complete cost of the work and payment will include the cost of a vehicle as may be required, fuel and other items required to complete the work. The City will not compensate the Contractor for any misread meters.

The City reserves the right to charge the Contractor for misreads and require the Contractor to reimburse the City for any associated expense or loss. Any and all misreads deemed to be a result of a reading from a contract employee will be charged

back to the Contractor on the current month's invoice at the rate of a Meter Read. This will be in addition to any other penalty already levied.

6.1.2 Item 2: Reading of Commercial Water Meters

Payment will be made based on the number of commercial water meters read and sent through the meter read system daily. Payment will be for one trip, regardless of the number of attempts made to gain reads. The intent of this item is to cover the complete cost of the work and payment will include the cost of a vehicle as may be required, fuel and other items required to complete the work. The City will not compensate the Contractor for any misread meters.

The City reserves the right to charge the Contractor for misreads and require the Contractor to reimburse the City for any associated expense or loss. Any and all misreads deemed to be a result of a reading from a contract employee will be charged back to the Contractor on the current month's invoice at the rate of a Meter Read. This will be in addition to any other penalty already levied.

6.1.3 Item 3: Reading for Residential Electric Meters

Payment will be made based on the number of meters classified as residential by the billing system which are read and sent through the meter read system daily. These meters will generally NOT have a Demand or other register component. Payment will be for one trip, regardless of the number of attempts made to gain reads. The intent of this item is to cover the complete cost of the work and payment will include the cost of a vehicle as may be required, fuel and other items required to complete the work. The City will not compensate the Contractor for any misread meters.

The City reserves the right to charge the Contractor for misreads and require the Contractor to reimburse the City for any associated expense or loss. Any and all misreads deemed to be a result of a reading from a contract employee will be charged back to the Contractor on the current month's invoice at the rate of a Meter Read. This will be in addition to any other penalty already levied.

- a. The Contractor will check for "stopped/stuck" meters on all accounts that reflect no consumption by reviewing the meter status (on or off), occupant activity (visibly occupied or unoccupied) and by turning on a spigot if available and necessary. The Contractor will report suspected malfunctioning meters to the City for repairs.

6.1.4 Item 4: Reading of Commercial Electric Meters

Payment will be made based on the number of meters classified as commercial by the billing system which are read and sent through the meter read system daily. Payment calculation is per meter, regardless of the number of registers. These meters will generally have a Demand or other register components, including kVA. Payment will be for one trip, regardless of the number of attempts made to gain reads. The intent of this item is to cover the complete cost of the work and payment will include the cost of a vehicle as may be required, fuel and other items required to complete the work. The City will not compensate the Contractor for any misread meters.

The City reserves the right to charge the Contractor for misreads and require the Contractor to reimburse the City for any associated expense or loss. Any and all misreads deemed to be a result of a reading from a contract employee will be charged

back to the Contractor on the current month's invoice at the rate of a Meter Read. This will be in addition to any other penalty already levied.

6.1.5 Item 5: Hourly cost of Meter Service Technician

Payment will be made based on approved number of hours technician is on the system. The intent of this item is to cover the complete cost of the work and payment will include the cost of a vehicle as may be required, fuel and other items required to complete the work.

The technician must be trained to accomplish all items listed under section 2.2. Additionally, the cost of the supervisor when he attends mandatory meetings in excess of those required for daily reporting and scheduling, with the City or makes reports may be charged against this item.

6.2 Monthly Invoices

The Contractor shall be required to submit a monthly invoice reflecting the cost of all items for which it wishes payment. The number of meter reads of each category will be emailed to a specific contractor upon request generally prior to the 10th of each month.

6.3 Performance Guidelines and Incentive/Penalty Structure

6.3.1 The City will evaluate the Contractor's performance on a regular basis. All meter reading and meter services ratings will be based on adherence to:

- Professional standards
- Quantity of work
- Public relations

6.3.2 Required Meter Reading (MR) Accuracy Range of 99.8% - 99.85% Accuracy is the percentage of correct reads, minus the number of misreads, divided by the total number of reads for the current bill.

- a. A misread is determined, at the sole discretion of the City, as one that was not accurate when entered into the meter read system or on a paper order at the time it was entered.
- b. This inaccuracy may be discovered before or after it was billed.
- c. For the purpose of this section readings not performed during the time frame for the particular cycle are deemed to be misreads.
- d. An additional \$0.02 per meter incentive shall be added to the base rate for each 0.05% increase in the overall MR efficiency above 99.85% for all readings during a billing month.
- e. An additional \$0.02 per meter penalty shall be subtracted from the base rate for each 0.05% drop in the overall MR efficiency below 99.8% for all readings during a billing month, to a total penalty not to exceed \$0.06 except as provisions in section g and j below.

- f. In the event the accuracy range is above 99.85% for three consecutive month, the incentive will double for that month and will stay at that level as long as accuracy is above 99.85%.
- g. In the event the accuracy range is below 99.8% for three consecutive months, the penalty will double for that month and will stay at that level as long as accuracy is below 99.8%. Total maximum penalty will be \$0.12.
- h. Incentive and penalty will be reflected on the bill following the month the range was obtained. For example, if meter read accuracy is 99.90% on the December bill, a \$0.02 incentive will be paid on every meter on the January bill.
- i. A penalty, equal to any write-off resulting from any negligence or non-performance of any Meter Services Contract requirement, may be assessed at the City's discretion on the following month's invoice payment.
- j. The Contractor may be subject at the City's discretion to a penalty for an unacceptable number of Can't Reads. Any Can't Read due to circumstances beyond the Contractor's control (i.e. weather, animals, physical access, etc.) will not be assessed when determining this number. The unacceptable level will be greater than 0.5% of total meters read for a week. The penalty will be equal to double the current price for a read multiplied by the number of unacceptable reads for the month.

6.4 Bonus Opportunities

- 6.4.1 Meter Reporting Incentive: The City will pay \$10.00 to the Contractor for each inoperative meter identified by the Contractor not previously identified as inoperative by the City or the Contractor and verified by the City to be inoperative. Excluded from the meter reporting incentive is any meter that is inoperative due to physical abuse or damage by the Contractor.
- 6.4.2 Illegal Connection Incentive: The City will pay a \$50.00 incentive to the Contractor per location for identification of illegal connections not previously identified as an illegal connection by the City or the Contractor and verified by the City to be an illegal connection.

6.5 Reimbursement for City Employees

In the unanticipated and extreme event that the Contractor does not meet requirements to properly read meters accurately and in a timely manner, either commercial or residential, the City reserves the right to use labor forces from whatever source it chooses to make corrections or complete uncompleted work. The Contractor will be charged the full cost of such work multiplied by a factor of two, the total reduced by the contract cost of the work performed, provided only that a five day notice has been provided to the Contractor of such action. Such actions would be considered extremely undesirable by the City and should be considered a precursor for termination of the Contract with cause.

6.6 Liquidated Damages for Late Reading

In addition to all bonuses and penalties as described above, the contractor shall be subject to damages estimated at \$1,500 per zone not read in the time period specified in this agreement.

This payment shall be considered liquidated damages and deducted from the monthly invoice to compensate the City for extra work required when bills cannot be calculated in a timely manner. After adoption of the new billing system, a grace period of one working day will be allowed per zone.

7.0 TERMINATION

The City and the Contractor may terminate the Contract as follows:

7.1 For Cause

Either party may terminate the Contract by written notice immediately upon the occurrence of any one or more of the following events:

7.1.1 Failure of a party to cure any material breach of this Contract within ten (10) days of written notice from the non-breaching party. The notice of the breach shall describe the breach in reasonable detail.

7.1.2 Deception, fraud, misrepresentation or dishonesty by the other party, or any act of omission that unreasonably interferes with the other party's business.

7.1.3 The filing of any voluntary or involuntary petition with respect to the other party under the United States Bankruptcy Code, insolvency of the other party, an assignment for the benefit of creditors or liquidation of the other party's business.

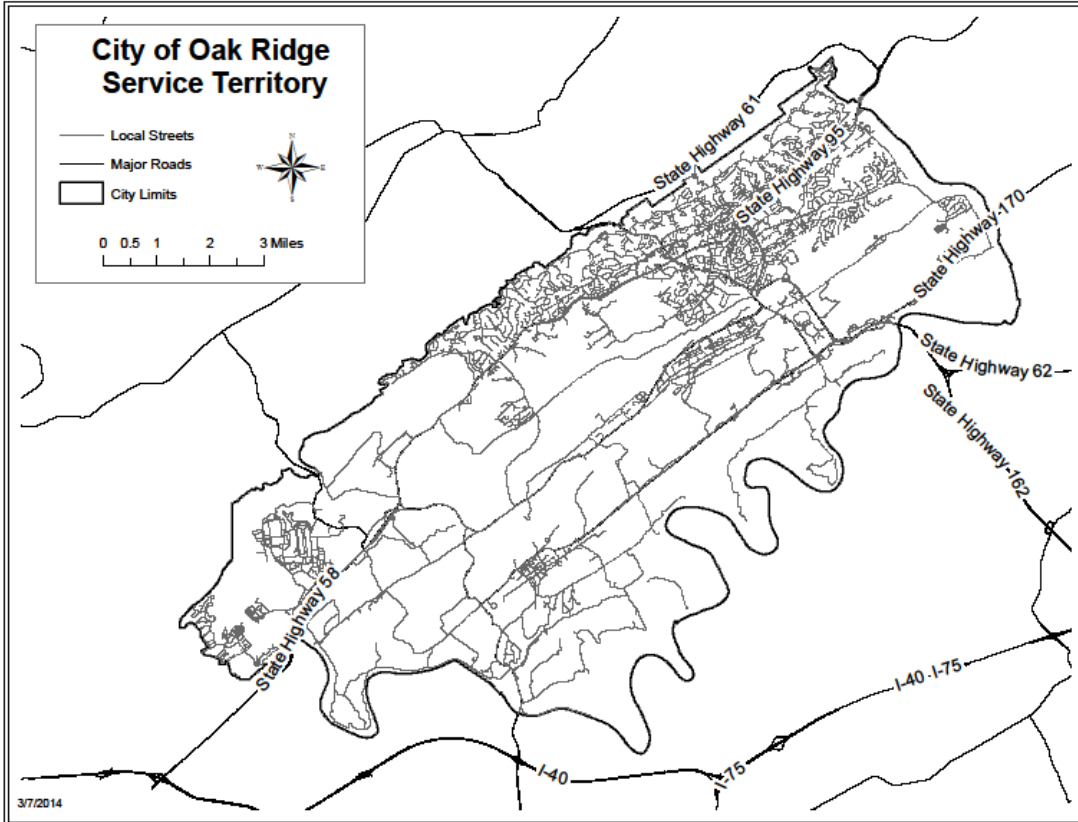
7.2 Without Cause

Either party may terminate the Contract upon ninety (90) days' written notice to the other party.

7.3 Lack of Funds

The Contract is subject to appropriation and availability of funds. In the event that the funds are not appropriated or are otherwise unavailable, the City reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of the Contract. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized work/services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the City any actual, general, special, incidental, consequential or any other damages whatsoever of any description or amount. The City will give the Contractor as much notice as feasible when terminating the Contract under this provision.

APPENDIX A
MAP OF OAK RIDGE SERVICE TERRITORY



**APPENDIX B
CITY OF OAK RIDGE UTILITY METER INFORMATION
METER ZONES**

Note: The City is in the early stages of investigating an AMR system. Payment will be made of number of meters read.

City of Oak Ridge Utility Meter Information:

1. Approximate Number of Residential Water Meters
2. Approximate Number of Commercial Water Meters
3. Approximate Number of Residential Electric Meters
4. Approximate Number of Commercial Electric Meters

City of Oak Ridge Routes Information – Appendix B						
Sections and Routes Currently in Use						
	Route Number	Water Residential Meter/Account Count	Water Commercial Meter/Account Count	Electric Residential Meter/Account Count	Electric Commercial Meter/Account Count	Hours to Read*
Section 1 Read No Sooner Than 28th** Read No Later Than 10th Expected Billing Date 13th Total Hours to Read 122.5	010	65	0	66	0	2.5
	020	304	27	383	5	11
	030A&B	180	1	180	0	7
	040A&B	291	4	291	2	8
	050A&B	293	7	291	1	9
	060A&B	215	5	209	0	7
	080A&B	299	0	296	2	10
	090	193	0	196	0	5
	100A&B	204	3	210	2	7.5
	110	17	1	17	0	1.5
	120A&B	215	0	214	1	5
	130	169	0	170	1	5
	140	181	5	185	5	4
	150	150	0	150	0	4
	160A&B	187	0	186	0	6
	170	167	1	170	1	3
	180	143	2	146	3	3
	190	187	6	266	3	5.5
	910	4	128	12	205	10
	960	0	26	0	28	1.5
990	0	21	0	85	7	

	Route Number	Water Residential Meter/Account Count	Water Commercial Meter/Account Count	Electric Residential Meter/Account Count	Electric Commercial Meter/Account Count	Hours to Read*
Section 2 Read No Sooner Than 6th Read No Later Than 17th Expected Billing Date 20th Total Hours to Read 74	200	136	80	129	41	5
	210	12	1	12	1	1
	220	219	4	281	5	7
	230	80	11	152	15	3
	240	109	6	163	7	3
	250	147	0	138	0	3
	260	48	14	146	1	1
	270	0	15	216	17	2
	280	4	16	239	19	2
	290	101	0	103	1	3
	300A&B	172	1	175	3	4
	310	168	3	175	1	4
	320	120	12	178	8	3
	330	118	17	148	11	3
	340	58	19	139	10	2.5
	350	111	0	139	1	3
	360A&B	113	2	214	2	4
	370A&B	135	8	172	4	5
	380	3	163	8	225	3
	920	139	7	170	2	12.5

	Route Number	Water Residential Meter/Account Count	Water Commercial Meter/Account Count	Electric Residential Meter/Account Count	Electric Commercial Meter/Account Count	Hours to Read*
Section 3 Read No Sooner Than 12th Read No Later Than 24th Expected Billing Date 28th Total Hours to Read 86.3	390A&B	56	24	264	20	4
	400	311	3	311	2	7
	410	0	2	72	2	0.6
	420	0	7	206	10	1.6
	430A&B	144	7	213	7	3.6
	440	181	0	182	1	4
	450A&B	169	1	171	1	5
	460A&B	142	2	178	0	4.5
	470	137	0	137	0	3
	480	164	0	164	0	4
	490	176	0	176	0	4
	500	118	2	127	1	3
	510	94	4	104	0	3
	520	81	12	120	9	2
	530	173	2	172	1	4
	540	174	0	174	1	4
	550A&B	198	1	197	0	6
	930	7	303	6	484	23

	Route Number	Water Residential Meter/Account Count	Water Commercial Meter/Account Count	Electric Residential Meter/Account Count	Electric Commercial Meter/Account Count	Hours to Read*
Section 4 Read No Sooner Than 18th Read No Later Than 4th Expected Billing Date 6th Total Hours to Read 179	610	153	2	158	2	4
	620	160	11	200	1	4
	630	135	6	158	1	3
	640A& B	98	20	178	0	3
	650	141	6	166	2	3
	660	200	0	200	0	5
	670	177	0	176	0	4
	680	192	1	192	0	4
	690	59	2	60	1	3
	700	179	0	179	0	4
	710A& B	404	5	408	2	9
	720	204	0	204	1	4
	740A& B	91	32	434	13	5.5
	750A& B	471	33	499	2	14
	760A& B	269	4	267	0	7
	770	119	6	115	0	4
	780A& B	272	5	269	2	9
	790	268	19	265	2	9
	810	177	54	166	20	5.5
	820	0	21	288	17	2.5
940	9	353	14	611	25.5	
950	0	69	1	143	9	
980	0	125	4	134	15	
* Hours allotted to current contractor to read route after three month training period. ** "Read Before" and "Read After" are absolute limits. Meters should be read every 30 days or best effort.						

APPENDIX C

NEW ZONE AND ROUTE

OLD	NEW	CYCLE
1	5	1
2	10	1
3A	15	2
3B	20	2
4A	25	2
4B	30	3
5A	35	3
5B	40	3
6A	45	3
6B	50	3
8A	55	3
8B	60	3
8C	65	4
9	70	4
10A	75	4
10B	80	4
11	85	4
12A	90	4
12B	95	4
13	100	5
14	105	5
15	110	5
16A	115	5
16B	120	5
17	125	5
18	130	6
19	135	6
20	140	6
21	145	6
22	150	7
23	155	7
24	160	7
25	165	7
26	170	7
27	175	8
28	180	8
29	185	8
30A	190	8
30B	195	8
31	200	8
32	205	8
33	210	8
34	215	8

APPENDIX C

35	220	9
36A	225	9
36B	230	9
37A	235	9
37B	240	9
38	245	9
39A	250	9
39B	255	9
40	260	10
41	265	9
42	270	9
43A	275	9
43B	280	10
44	285	10
45A	290	10
45B	295	10
46A	300	11
46B	305	10
47	310	11
48	315	11
49	320	12
50	325	12
51	330	12
52	335	12
53	340	12
54	345	13
55A	350	13
55B	355	13
61	360	13
62	365	13
63	370	14
64A	375	14
64B	380	14
65	385	14
66	390	14
67	395	15
68	400	15
69	405	15
70	410	15
71A	415	17
71B	420	17
72	425	17
74A	430	17
74B	435	17
75A	440	17
75B	445	18
76A	450	18

APPENDIX C

76B	455	18
77	460	18
78A	465	18
78B	470	19
79	475	19
81	480	19
82	485	19
91A	490	2
91B	495	2
92A	500	6
92B	505	7
92C	510	6
93A	515	11
93B	520	11
93C	525	12
93D	530	12
94A	535	13
94B	540	14
94C	545	14
95	550	16
94D	555	15
96	560	1
98	565	16
99	570	1