City of Tulsa Finance Department

4/21/23

Request For Proposal 23-939

Addendum #4

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. This addendum must be listed as Addendum #4 on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS FORM of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

QUESTIONS:

- 1. (General) Do the service line inspection RFP totals represent 100% on the City's current water meter population (ref: 289,177)? If no, please provide additional details here as to what said total represents (e.g., 289,177 represents all metering points up to / including 3"). The 289,177 service line inspections are representative of 100% of the City's current water meter population built prior to the Federal lead ban (136,636), multiplied by 2 for inspections on both customer and utility owned portions of the service line, and then adding 15,905 additional inspection points for homes built prior to 1950 served by long services. Quantities are estimates only, and there is no guarantee of any minimum or maximum volume.
- 2. (General) Do the 5/8", ¾" and 1" RFP meter totals represent 100% of the City's associated 5/8", ¾" and 1" meter population (ref: 147,158)? If no, please provide additional details as to the overall percentage said total represents of the 5/8", ¾" and 1" meter population. Yes the meter totals for 5/8", 3/4" and 1" in the RFP represent 100% of the City's meter population for those sizes. Quantities subject to change, and there is no guarantee of any minimum or maximum volume as overall totals can change from day to day depending on account activity (opening and closing).
- 3. (Ref: pg. 10, "rfp-23-939-svc-line-inspection-amr-installation-replacement-and-meter-box-replacement" / Section 4: Scope of Work / Subsection 4.1: General / Item 4.1.1 Service Line Material Inspection) This section notes "The target date for inventory submission is October 16, 2024, however this date is not reflective of when the SELLER should have all material inspections complete." Does this statement mean that the SELLER can propose a more suitable timeframe by which to complete this service requirement (e.g. 36 month term), or if the SELLER required to complete 100% of the service line materials inspection service by the October 16, 2024 date as noted? If SELLER must complete by October 16, 2024,

please provide the City's projected commencement date for the service line inspection service. The SELLER may propose a more suitable timeframe to complete the service line inspections, there is no requirement to complete 100% of inspections prior to the October 16, 2024 date. The October 16, 2024 due date was included for informational purposes since the City of Tulsa/TMUA will be required to submit the inventory to Oklahoma Department of Environmental Quality (ODEQ) by this date.

- Notification process in lieu of delivering door hangers prior to the installations would it be
 acceptable to send a preinstallation mailer, place signage in the areas where work is being
 performed and hang a post installation door hanger after the work has been completed? This
 would be acceptable, but the contractor is responsible for the cost of printing, postage and
 signage in lieu of the pre-installation door hangers.
- 2. Material receipt Can you provide additional clarity on the material expected to be received from the City of Tulsa? The City of Tulsa will purchase, take delivery of and store the AMR meters. Will this be in large quantities that are housed at a contractor's warehouse, or will the contractor pick up daily from the city of Tulsa? The City of Tulsa will be purchasing meters throughout the project in large quantities and storing at City of Tulsa. The City of Tulsa will assign to the contractor as dictated by the contractor's scheduled work plan. The timing of pickup (daily, weekly etc) should be detailed in the contractor's plan for inventory management (Section 4.11 Meter and Materials Inventory Management).
- 3. Return of old meters How does the city anticipate the meters being returned? Should the old meter be boxed up in the new meter box and returned on pallets in large shipments or loose in a dumpster type container to be returned to city premises? Meters should be returned in an orderly fashion, free of damage on a 1:1 ratio for any meters checked out. The manner for returning meters should be included as part of the respondent's proposal.
- 4. Service Line ID on building built prior to 1950 Is the contractor responsible for service line ID at the utility mainline? Can you shed some clarity on what is expected of the contractor in these situations? Yes, the contractor is responsible for an inspection at the service line/mainline connection for homes built prior to 1950 with long services. At this inspection point, the contractor should identify the service line material (PEX, copper, galvanized etc) and note if a lead connector is present.
- 5. Meter box installation in hard scaped locations What does the city anticipate the scope of work being performed by the contractor? Contractor will remove pavement, concrete or asphalt per COT specifications, and install meter boxes in accordance with COT standard details. The contractor will leave the premises in a clean manner as close to the manner in which it was found. Will the contractor be required to backfill the location, or will the city take care of all site restoration after the concrete/asphalt has been cut, service line has been identified and the meter has been replaced? Any excavation done in hardscape areas will need to be backfilled by the contractor according to current City of Tulsa standards (Division III Construction Specifications, Part 302 Excavation and Backfill). Will the contractor be responsible for disposal of all material that is cut and removed to perform the work? Yes the contractor will be allowed to dispose of spoil material at the City Mulch Site as detailed in Section 4.13.4.

- RFP 23-939 | Service Line Inspection, Automated Meter Reading (AMR) Installation and Replacement and Meter Box Replacement | Issue Date: 3/21/23.
- 6. Miscellaneous work is the contractor required to provide all materials that in needed to perform any miscellaneous work? Yes, the contractor should provide all materials for miscellaneous work.
- 7. (Ref: pg. 5, "rfp-23-939-svc-line-inspection-amr-installation-replacement-and-meter-box-replacement" / Section 2: Background) Does the approx. 145,000 water meters represent 100% of the total 5/8" to 1" existing legacy water meter population? If no, please provide the associated percentage of the grand total 5/8" to 1" meters that the 145,000 represents. The 145,000 water meters represents all 5/8" to 1" metered water connections. Some of these accounts do not have physical water meters in the can due to accounts closing, changing etc, but an active connection is still present and is included in this program.
 - 8. (Ref: pg. 10, "rfp-23-939-svc-line-inspection-amr-installation-replacement-and-meter-box-replacement" / Section 4: Scope of Work / Subsection 4.1: General / Item 4.1.4 All Work) Is the in-field deployment to be contiguous (ref: premise-to-premise) from adjacent, physically connecting meter reading billing cycle, or primarily sporadically located throughout the service area (ref: "beginning in the oldest areas")? The in-field deployment should prioritize work in the oldest areas of the distribution system first to the maximum extent practicable. There is not a requirement for deployment to be contiguous, nor is there a requirement for deployment to be sporadic based on home construction date. The contractor is required to submit their method of approach for installations across the city. The method of approach should provide thorough explanation and benefits of approaching work in the manner as submitted in the proposal.
 - 9. (Ref: pg. 12, "rfp-23-939-svc-line-inspection-amr-installation-replacement-and-meter-box-replacement" / Section 4: Scope of Work / Subsection 4.3 General Specifications and Conditions) In addition to the warehousing facilities / space provided by the City as noted within this section, is the Contractor also required to provide additional supplementary warehousing for the purposes of this contract? If yes, please provide details as to what the Contractor is to be responsible for storing at their facility (e.g. ancillary related hardware only (e.g. meter boxes, lids), or all related hardware requirements including meters)? Yes the contractor will be responsible for storing all other materials needed to complete the work as detailed in the proposal. The City of Tulsa will maintain bulk storage of the meters and will issue to contractor based on project deployment plan. The contractor is required to submit a plan for inventory management as detailed in Section 4.11 for any meters issued to the contractor.
 - 10. (Ref: pg. 12, "rfp-23-939-svc-line-inspection-amr-installation-replacement-and-meter-box-replacement" / Section 4: Scope of Work / Subsection 4.3 General Specifications and Conditions / a. vi.) Will the Contractor be required to physically enter underground meter vaults / pits to replace existing metering applications (ref: "2 person" confined spaces regulations)? If yes, please provide the total number of anticipated sites. No, the contractor will not be required to enter these locations. There may be a small number of locations where (5/8"-1") detector meters are located in vaults designated as confined spaces. The contractor is not required to perform these meter replacements, these will be handled by City of Tulsa staff as they are encountered.
- 11. (Ref: pg. 16, "rfp-23-939-svc-line-inspection-amr-installation-replacement-and-meter-box-replacement" / Section 4: Scope of Work / Subsection 4.6 Customer Notification a.) Please confirm the total number of "critical and special need customers". Currently there are approximately 58 addresses designated as 'critical customers' served by 5/8"-1" meters. This is an active list and subject to change. The department does not maintain a list of 'special needs customers', these will be handled on a case by case basis as needed.

- 12. (Ref: pg. 20, "rfp-23-939-svc-line-inspection-amr-installation-replacement-and-meter-box-replacement" / Section 4: Scope of Work / Subsection 4.13.2 Work Assignments) It is our understanding that the "will make at least three different types of attempts" can be a combination of both in-field attempts and (e.g.) outbound call center attempts? Please confirm. Yes, these would both be considered attempts. However, each attempt must be made in good faith and must be documented before the contractor request TMUA to schedule the meter change out.
- 13. (Ref: pg. 20, "rfp-23-939-svc-line-inspection-amr-installation-replacement-and-meter-box-replacement" / Section 4: Scope of Work / Subsection 4.13.2 Work Assignments) Once the Contractor has completed the three different attempts, are said meters / accounts considered as "un-installable" (ref: RTU), and returned to the City for any further related service requirements? If no, please provide additional details as to the Contractor's additional requirements beyond the initial three attempts. Yes.
- 14. (Ref: pg. 20, "rfp-23-939-svc-line-inspection-amr-installation-replacement-and-meter-box-replacement" / Section 4: Scope of Work / Subsection 4.13.2 Work Assignments) It is our understanding that the service line material inspection service is / can to be performed in conjunction with the meter replacement (ref: single site visit to perform both visual service line material inspection and meter replacement), versus said visual inspection service being performed independent of the meter replacement by a separate crew. Please confirm. Yes. The service line material inspection may be performed in conjunction with the meter replacement, and/or the meter box replacement. Respondents may propose any combination of work that results in the lowest cost and highest level of customer service to our citizens..
- 15. (Ref: pg. 26, "rfp-23-939-svc-line-inspection-amr-installation-replacement-and-meter-box-replacement" / Section 4: Scope of Work / Subsection 4.13.4 Post Work Activities) It states here that the SELLER is required to "complete doorhangers and place them on each address after work is complete". Please provide details as to what is required to "complete" to doorhanger (e.g. physically write date, time or other). The final doorhanger is being drafted, however the general procedure will involve physically filling out a short check-box type form noting the service line material type, and writing the date, time and any field notes (e.g. service leaking upon arrival). The City of Tulsa will work with the approved contractor on the final version of the doorhanger.
- 16. (General) As part of the City's download file for the Contractor, will there be account specific notes (special instructions) and codes indicating physical meter locations, access issues, safety issues/alerts, etc. (e.g. "key" numbers, "bad dog", "meter in backyard", etc.)? Any caution/safety notes, location descriptions and gate codes can be included as part of the download file. Any other account specific notes we would need to discuss with our utility billing team to determine if we can provide.
- 17. (General) As part of the City's download file for the Contractor, will all meters be "blended" within the same route/route sequencing structure (ref: residential and commercial metering applications)? If no, please provide the associated details regarding metering applications that are to be downloaded as a separate file for the Contractor (e.g. 2,500 large industrial commercial meters to be downloaded as a separate file). Large meters and residential meters are in different meter reading books and walks
- 18. (General) Do prevailing wage requirements apply for the purposes of this contract (ref: Davis-Bacon Act)? If yes, under what job description / definition? No, Davis-Bacon Act requirements would not apply to portions of this contract that may be partially funded by federal dollars in the future.

- RFP 23-939 | Service Line Inspection, Automated Meter Reading (AMR) Installation and Replacement and Meter Box Replacement | Issue Date: 3/21/23.
- 19. (General) If prevailing wages do apply for the purposes of this contract, is the Contractor required to utilize unionized installation personnel? Not applicable
- 20. (General) Given the general size/scope of this RFP, plus to allow the Contractor adequate time to complete detailed on-site analysis of the various service divisions, would the City consider an extension to the RFP due date (e.g. 2 week extension)? Yes, a 2 week extension has been included.
- 21. (General) Is it acceptable for the Contractor to include pricing notes for clarity purposes as part of their RFP response? Yes
- 22. (General) Are there any unique meter installation related service requirements (e.g. boats, ferries, ATVs, etc.)? If yes, please provide associated details including total applicable metering applications No
- 23. (General) What is the current approx. meter saturation percentage of the total available customer base within the City's service area / boundaries(e.g. 90% of all available customers have a water meter)? Of the 166,602 total number of services in the system approximately 156,097 accounts (94%) have a water meter installed. This number is subject to change as meters are installed and removed on a daily basis.
- 24. (General) Please provide the approx. total number and/or percentage of urban properties where the meter installer would require the use of a vehicle from premise to premise to ensure efficiencies (ref: lot frontage greater than 300'). The City of Tulsa does not maintain an inventory with this information. Please reference the Meter Reading Billing Cycle and Route Map and the City of Tulsa Water Atlas (links provided in Section 4.3 of the RFP) for waterline layout and parcel orientation.
- 25. (General) Please provide the approx. total number and/or percentage of rural properties where the meter installer would require the use of a vehicle from premise to premise to ensure efficiencies (ref: large and/or small farms). The City of Tulsa does not maintain an inventory with this information. Please reference the Meter Reading Billing Cycle and Route Map and the City of Tulsa Water Atlas (links provided in Section 4.3 of the RFP) for waterline layout and parcel orientation.
- 26. (General) Please provide the approx. total number and/or percentage of small commercial metering applications (e.g. strip malls, convenience stores, etc.). There are approximately 13,000 commercial accounts, 3,700 multi-family and 1,300 industrial accounts served by 5/8"-1" meters.
- 27. (General) Assuming that the City's download file to the Contractor will mimic that of their manual meter reading routes / route sequencing structure, is the current meter reading route sequencing structure considered as efficient allowing for optimal in-field productivity (e.g. contiguous, "premise-to-premise" with no skips and minimal "dead walks"/downtime)? If no, please provide associated details. Yes, most meter reading routes are organized in a manner so that one employee can read one walk per normal working day by manually reading meters.
- 28. Will the City be willing to provide an extension of 1 to 2 additional weeks for the delivery of the responses as it is taking longer to receive quotes necessary to provide pricing for meter boxes? Yes, a 2 week extension has been included in the addendum. Based on our conversations with meter box manufacturers, there should be no additional cost for having City of Tulsa branding placed on the meter box lids. A new alternate bid item has also been included which does not include equipment costs for meter box replacements (only labor). For this pricing, the contractor would not be required to provide material pricing for meter boxes, only the labor for installation.

- 29. Can the city please release all the specifications for the lids and the inscriptions listed within the RFP so that quote matches the cities requirements? A 2 week extension has been included in the addendum. Based on our conversations with meter box manufacturers, there should be no additional cost for having City of Tulsa branding placed on the meter box lids. We are actively working with our graphics department to finalize these specifications as soon as possible. A new alternate bid item has been included for meter box replacements (labor only). For this pricing, the contractor would not be required to provide material pricing for meter boxes, only the labor for installation.
- 30. If the inspection point is greater than 18" from the meter box can the Seller provide additional charges to compensate for time above standard inspection? If not, can we return to the Utility for inspection? This should be noted in your method of approach. For any additional charges, you may add pricing notes for clarity purposes as part of the RFP response.
- 31. What is the expectation of City regarding landscape repair if necessary? Any landscaping should be returned to the condition it was found to the maximum extent practicable. Highly landscaped areas may require additional coordination between the contractor, the City of Tulsa and the customer.
- 32. Is Sod the primary repair method or is providing grass seed sufficient? Sod is the primary repair method, grass seed is not sufficient.
- 33. Is the seller expected to return to residences, to water green space repairs or is this up to the Homeowner to maintain after green scape has completed? No, watering is the responsibility of the homeowner.
- 34. Will the city allow the installer to perform work in two to three reading units to allow our teams the opportunity to continue working during the 7-day black out window? Yes, but please review Section 4.4 for Coordination and Scheduling Requirements and Section 4.12 Installation Procedures Approval and Testing. As long as the work does not disrupt the normal billing operations, the work is complete in 90% of the unit before releasing a new unit, and the remaining 10% of the work is completed within 30 days, working in multiple units should not be an issue. As stated in Section 4.12, prior to the commencement of full-scale installation, the City of Tulsa and the contractor will work together on a phased start. During the phased start, the procedures for working in multiple reading units (including number of reading units), can be Request for Proposal 23-939 Bidder Questions & Answers 6 tested and accepted by both parties. This evaluation period can then be used to set the pace for full-scale installations.
- 35. Will the Installer be allowed to perform Meter Box and Water Service Line Inspections during the Black out period? Installer would come back later and install meter after black out period. Yes, this would be acceptable as long as disruption to the billing process is not interrupted (i.e. meter replacements performed in any book or walk that is currently being read).
- 36. Can you City provide copy of pictures shared at Pre-Bid meeting of Meter Box and Installation performed? Included in Addendum #2
- 37. If the Seller can provide a wholesale discount for the Meter Boxes would the city be willing to pay in full for all Meter Boxes at the beginning of the project? No, the city will not pay in full for all meter boxes at the beginning of the project.
- 38. Will the City be releasing an updated Pricing sheet separating out the cost for Meter Box purchases? Yes, the city included an updated pricing sheet to separate out the cost for the meter box purchases, and also included a new option for meter box replacement (Labor Only). This option does not include the cost of the meter box material, only the cost of the installation.

- 39. Are bidders expected to provide pricing for all options or only those they are interested in providing services for? All pricing sections must be completed except optional meter box bid items. These are included as alternate/optional bid items for the project.
- 40. Can you confirm if a Maintenance Bond is required? The maintenance bond requirement referenced in Section 4.15.2 was deleted via addendum.
- a. If required would this bond be issued upon completion of the entire project or annually issued 2-year bonds. Not applicable since maintenance bond requirement was removed.
- b. Would the bond be a percentage of the contract or at the full contract price? Not applicable since maintenance bond requirement was removed.
- 41. Please provide additional details around 2 years of acceptance of work, does the warranty period begin one the installation has been inspected after install? References to the 2 year period was removed via an addendum as it was associated with the maintenance bond; for any address, the warranty period begins after items in Section 4.15.1 (Acceptance) have been completed.
- 42. Is the Bid Bond based on the entire contract value including the purchase of Meter Boxes? Bid bond is 20% of the bid price
- 43. Confirm that the Performance Bond is based on the maximum yearly value of the contract? Yes

ADDED:

To PRICE SUMMARY SHEET. On Cost Proposal (D)

Standard Meter Box (5/8"-1")	144,214	Each		
Traffic Rated Meter Box (5/8"-1")	<mark>2,944</mark>	Each		

ADDED:

To PRICE SUMMARY SHEET.

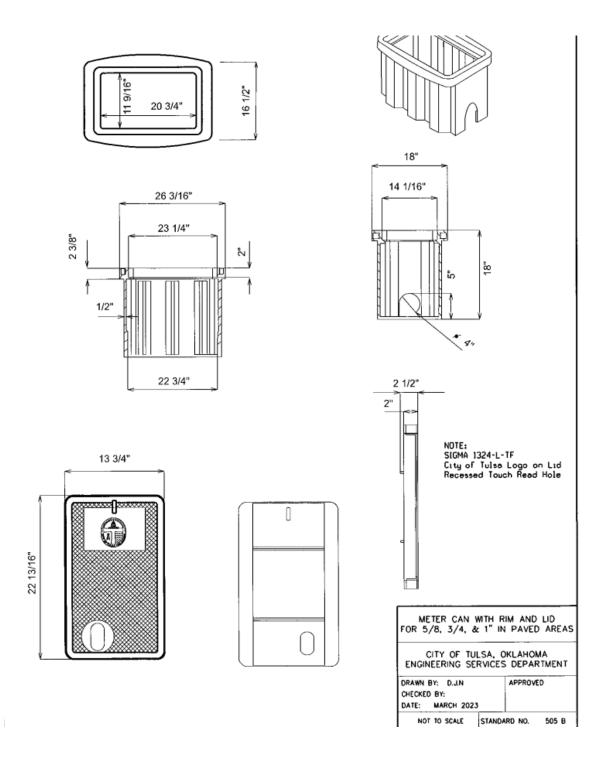
Cost Proposal (G) Alternate Bid Item - Service Line Inspections & AMR Meter Replacement work (C) with METER BOX REPLACEMENT (LABOR ONLY) OPTION: Respondent shall provide a cost proposal for the service line inspections, AMR meter replacement work done in conjunction with meter box replacements but should not include the cost of supplying meter boxes (either standard or traffic rated).

Table (G) Alternate Bid Item: Service Line Inspections, AMR Meter & Meter Box Replacement					
ITEM	TOTAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	# YEARS	PRICE PER YEAR
Remove and Replace 5/8" Meter & Standard Meter Box	108,621	Each			
Remove and Replace 5/8" Meter & Traffic Rated Meter Box*	2,217	Each			
Remove and Replace 3/4" Meter & Standard Meter Box	19,940	Each			
Remove and Replace 3/4" Meter & Traffic Rated Meter Box*	407	Each			
Remove and Replace 1" Meter & Standard Meter Box	15,653	Each			
Remove and Replace 1" Meter & Traffic Rated Meter Box*	320	Each			
Service line inspection hardscape	5,784	Per Inspection Point			
Service line inspection in greenspace (98% of total inspections)	283,393	Per Inspection Point			

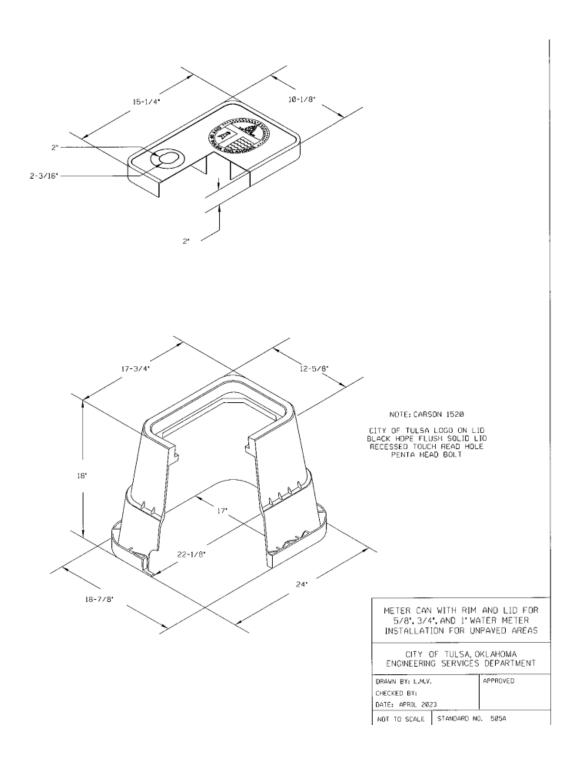
^{*}Total estimated quantity for traffic rated meter box replacements is based on 2% of total meter replacement for each 5/8", 3/4" and 1" meters as listed in Table B.

TOTAL PRICE

ADDED: Attachment H - METER BOX SPECIFICATIONS



RFP 23-939 | Service Line Inspection, Automated Meter Reading (AMR) Installation and Replacement and Meter Box Replacement | Issue Date: 3/21/23.



4/13/23

Request For Proposal 23-939

Addendum #3

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. This addendum must be listed as Addendum #3 on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS FORM of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

CHANGED:

Deadline for Questions: WAS: 4/10/23 CHANGED TO: 4/24/23

Submission Due Date: WAS: 4/19/23 CHANGED TO: 5/3/23

Under Section 3 Timeline

Dates have been revised to reflect new Submission Due Date

Under 4.15.2 Warranty, paragraph 4

DELETE:

The maintenance bond shall be for a period of (2) two years after acceptance of the work.

4/10/23

Request For Proposal 23-939

Addendum #2

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. This addendum must be listed as Addendum #2 on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS FORM of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

Under 4.13.3 Work Procedures c) Meter Box Installation Options

Delete:

Standard 502A – Standard Meter Settings for 1" Water Service (AquaPEX Blue)

Following APPENDIX A – TMUA's General Contract Terms

Starting at Page 50,

Added:

Attachment A.

Attachment B,

Attachment C,

Attachment D,

Attachment E,

Attachment F, and

Attachment G

3/22/23

Request For Proposal 23-939

Addendum #1

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. This addendum must be listed as Addendum #1 on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS FORM of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

ADDITIONS: Under RFP Schedule - Mandatory Pre-Proposal Conference

RFP Schedule

EVENT	DATE
RFP Issue Date	03/21/2023
Mandatory Pre-Proposal Conference	
175 E. 2 nd St., Tulsa 74103 10 th Floor,	03/30/2023 at 10:00 AM CT
Room 10 North	
Deadline for Questions	04/10/2023
Submit to assigned buyer via email.	10 Days prior to RFP due date
Proposal Due Date	04/19/2023
Mail or deliver to City Clerk address. Proposals	04/13/2023
are open the day after the due date.	

If you have any questions or need additional information, contact the Assigned Buyer:

Donny Tiemann, Senior Buyer | dtiemann@cityoftulsa.org

All questions should be emailed with the RFP 23-939 in the subject line.

Request for Proposal

23-939

Professional Services for: Service Line Inspection, Automated Meter Reading (AMR) Installation and Replacement and Meter Box Replacement

NIGP Commodity Code(s):

285-01; 890-40; 890-44; 890-45; 890-46

RFP Schedule

EVENT	DATE	
RFP Issue Date	03/21/2023	
Mandatory Pre-Proposal Conference	02/20/2022 at 40:00 AM CT	
175 E. 2 nd St., Tulsa 74103 10 th Floor, Room 10 North	03/30/2023 at 10:00 AM CT	
Deadline for Questions	04/24/2023	
Submit to assigned buyer via email.	10 Days prior to RFP due date	
Proposal Due Date	05/03/2023	
Mail or deliver to City Clerk address. Proposals	03/03/2023	
are open the day after the due date.		

If you have any questions or need additional information, contact the Assigned Buyer:

Donny Tiemann, Senior Buyer | dtiemann@cityoftulsa.org

All questions should be emailed with the RFP 23-939 in the subject line.

Submit proposals (sealed) to:

Office of the City Clerk City of Tulsa 175 E. 2ND St. Suite 260 Tulsa, OK 74103



RFP 23-939 Service Line Inspection, Autor	mated Meter Reading (AMR) Installation and
Replacement and Meter Box Replacement	Issue Date: 3/21/23.

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Section 1: OVERVIEW AND GOALS

The goal of this Request for Proposal is to secure a source for service line material inspections and documentation at approximately 136,000 water service connections. The information gathered from service line inspections will be used to develop the lead service line inventory as required by the U.S. Environmental Protection Agency's (EPA) Revised Lead and Copper Rule (LCRR). In addition, the City of Tulsa is requesting the replacement of existing meters (and meter box replacement option) for approximately 145,000 service connections on 5/8"-1" water meters throughout the drinking water distribution system.

We enthusiastically look forward to receiving your proposal.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

Section 2: BACKGROUND

The City of Tulsa and the Tulsa Metropolitan Utility Authority own, operate and maintain infrastructure providing water service to our customers through a water meter located in a meter can, box or vault (enclosure). The customer owns a portion of the water service line from outside the meter can and continuing into their residence, building or facility. Figure 1 is a diagram showing the customer-owned portion of the service line (in yellow, Item #1) and the city-owned portion of the service line from the water main to the water meter (in blue, Item #2).



Figure 1. Water meter and service line orientation for City of Tulsa

All meter enclosures are located within the city right-of-way or within a City of Tulsa easement allowing outside access to the meter. Approximately 92% of meter enclosures are located in a green area outside the traveled portion of the road. Water service line material varies by type on the public and private side of the meter enclosure.

AMR meters have been installed on all 3-inch and larger meters in the City of Tulsa. AMR meters have also been installed in various residential routes throughout the city. Of the estimated 160,000 water meters, approximately 145,000 require new or replacement AMR meters on 5/8"-1" water meters. The City of Tulsa solely uses Neptune meters.

2.1 Service Line Inspections

The City of Tulsa is required to submit a service line materials inventory to the Oklahoma Department of Environmental Quality by October 16, 2024 in accordance with provisions of the LCRR.

The City staff have conducted an extensive historical records review in an effort to determine where lead lines and lead connectors could remain in the system, but historical records are lacking sufficient detail.

Lead connectors were used from the earliest construction of Tulsa's water distribution system to approximately 1950. Lead connectors are small sections of lead pipe, typically less than 2 feet in length, that connect the service line to the main line and/or meter. Figure 1 in the previous section illustrates the typical location of connectors (identified in the diagram as item 4). The City of Tulsa has no record of full lead lines ever being installed in the system (only lead connectors).

City of Tulsa crews have removed lead connectors over the last 40 years when they are encountered during routine maintenance.

The remaining number of lead lines or lead connectors in the system is estimated to be very low (approximately 1% of services on homes built prior to 1950), however, numerous galvanized lines remain in the system. Due to the potential for galvanized lines to absorb lead and act as a long-term source of lead exposure, galvanized lines will have special consideration in the development of the inventory as determined by the LCRR.

Service line material on both sides of the meter will be specified and recorded during the inspection process regardless of lead status (i.e., PEX, copper, PVC, galvanized). Service line material may not always be visible inside the meter box only, identification of the service line material (and lead connector) is requested in this RFP.

2.2 Meter and AMR Installation and Replacement

The City of Tulsa currently utilizes the Neptune positive displacement meters for 5/8-inch, ¾-inch and 1-inch meters (approximately 145,000 units), of which approximately 12,000 AMR registers are installed in areas that are too difficult or too dangerous to manually read.

The City of Tulsa wishes to replace all positive displacement meters for 5/8-inch, ¾-inch and 1-inch meters, with and without AMR registers, with the Neptune ultrasonic Mach10 meter (approximately 145,000 units).

Meter Sizes:

- a) 5/8" 109,000
- b) 3/4" -20,000
- c) 1" 16,000

Meter Location(s):

- a) Grass 91.7%
- b) Concrete 2.0%
- c) Sidewalk 4.5%
- d) Driveway 1.6%
- e) Gravel Driveway 0.2%

Approximately 8,000 AMR registers are currently installed on all 3-inch and larger commercial, industrial and master meters, but these meters are not included in the replacement work requested for this RFP.

2.3 Meter Cans/Boxes

The City of Tulsa currently utilizes 12 5/8" round galvanized metal meter cans and lids to house 5/8"-1" meters and wishes to replace all meter cans and lids with Carson 1520 (or equivalent) high density polyethylene (HDPE) rectangle meter boxes (or equivalent). In an effort to maximize benefits from service line inspections and/or meter change outs, an option to perform meter box replacements in conjunction with other work is included in this RFP.

Some meter boxes will be traffic rated due to their location in a paved or traveled portion of a road. 92% of meters are located in greenspace areas.

2.4 Meter Reading and Billing Procedures

It is critical to the success of the project to schedule work around the City of Tulsa billing calendar so as not to disrupt the normal billing operations of the organization.

There are 20-21 billing cycles per month (labeled as A-U, also known as 'books'). Billing cycles are divided into 326 individual routes (also known as 'walks'). Each cycle contains approximately 15-16 routes with each route containing approximately 475 meters.

Field staff read one billing cycle (approximately 15-16 routes) per working day (Monday-Friday). After each route is complete, re-reads are completed within two working days, then the cycle is under review by utility billing staff. The following working day, the bill is started and completed the next business day.

From beginning to end the meter read/billing process takes approximately 7 working days to complete, but for the purposes of meter replacements a blackout period of 8-9 working days may be needed to update the billing and work order systems. The blackout period begins two days before a meter export file is created (detailed 'Neptune Exp:' on the billing calendar) and ends one day after a billing cycle has billed. An example Pre-Billing calendar with an example black out period (using 'U' billing cycle as an example) is included in Figure 2 below.

UTILITIES PRE-BILLING CALENDAR

November-22

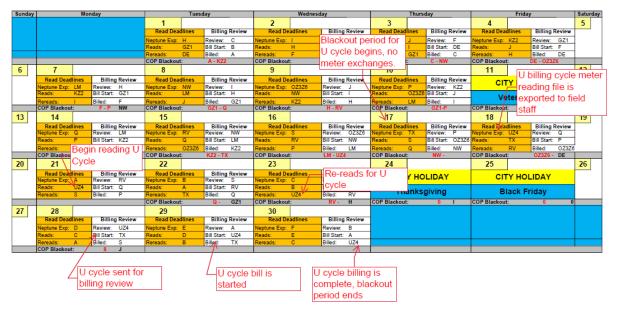


Figure 2. Example Pre-Billing Calendar with description of billing activities for 'U' cycle.

Tyler Technologies Utility Billing System (Munis) is the City of Tulsa's and Tulsa Metropolitan Utility Authority's current billing system, and it is integrated with Lucity, the City of Tulsa Asset Management and Work Order System.

2.5 Administrative Commitment to Project

The Tulsa Metropolitan Utility Authority (TMUA) is a public trust governed by seven Trustees (the City of Tulsa Mayor and six others) who assist with oversight for the management, construction and maintenance of Tulsa's water works.

TMUA has committed to funding the project and is actively involved with project planning.

2.6 Public Education

The Water and Sewer Department will launch a public relations strategy for the AMR Meter Replacement/Service Line Investigation project.

The City of Tulsa Communications Department and public relations consultant will take ownership of the public relations effort; however, the selected Respondent to this RFP ("SELLER") is identified as a key stakeholder in this strategy and will be involved in an advisory capacity.

Approximately \$60,000 is currently budgeted (in addition to money allocated for this RFP) to carry out public relations work.

2.7 City of Tulsa Demographics

City Information

- a) Population 413,066
- b) Area 202 sq. miles
- c) Yearly average temp 61.3 deg F
- d) Average rainfall 41 inches

Customer Water Account Information – Inside City

- a) Single-Family Residential 123,656
- b) Multi-Family Residential 3,262
- c) Commercial 12,220
- d) Industrial 1,084
- e) Large Industrial 2

Customer Water Account Information – Outside City

- a) Single-Family Residential 4,789
- b) Multi-Family Residential 92
- c) Commercial 723
- d) Industrial 259
- e) Large Industrial 4

Section 3: TIMELINE

The schedule below provides estimated dates for the RFP and contracting process. The City of Tulsa may adjust this schedule as needed.

- RFP Issue Date/Proposal Opens Tuesday March 17, 2023
- Pre-proposal Conference Date Thursday, March 30, 2023
- Deadline for Questions Answered Monday, April 24, 2023
- Proposal Due Date/Proposal Closes Wednesday, May 3, 2023
- City of Tulsa Review Monday, May 8, 2023
- Award of Proposal Thursday, May 25, 2023
- Contract Review Monday, May 29, 2023
- Contract Signing Wednesday, June 14, 2023

Section 4: SCOPE OF WORK

The City of Tulsa is requesting Proposals to secure professional services for the **Service** Line Inspection, Automated Meter Reading (AMR) Meter Replacement and Meter Box Replacement project.

4.1 General

4.1.1 Service Line Material Inspection

The SELLER is responsible for inspecting and recording the service line material type on both utility and customer-owned portions of each service connection (minimum of 2-3 inspection points) for the development of service line material inventory. The inventory will be submitted by the utility/TMUA as required by EPA's LCRR and forthcoming Lead and Copper Rule Improvements (LCRI). The target date for inventory submission is October 16, 2024, however this date is not reflective of when the SELLER should have all material inspections complete. The inventory is a living document and will continue to be modified as new information is collected. The SELLER shall integrate with the City's asset management system to update with new information as it is captured.

4.1.2 AMR Meter Replacements

The work is generally described as removing existing 5/8", ¾" and 1", service line meters and replacing with new Neptune ultrasonic Mach-10 with R900i AMR built in, (approx. 145,000 units). Meters for 5/8",3/4" and 1", service lines will be provided by TMUA. Meter box and lids, gaskets connectors and all other miscellaneous material or appurtenances required to complete the replacement will be provided by the SELLER.

4.1.3 Meter Box Replacement OPTION

Remove standard 12 5/8" round meter cans and replace with new square HPDE meter boxes (Carson 1520 or equivalent) on existing 5/8", 3/4" and 1" meters. Meter boxes will be provided by the SELLER. Meter boxes located in vehicular traffic areas must be traffic rated. Any meter boxes located in hardscape areas will require a saw cut to complete. The SELLER will be responsible for site restoration in greenspace (i.e. resodding), the TMUA will perform site restoration for meter box replacements in hardscape areas.

4.1.4 All Work

SELLER should prioritize work beginning in the oldest areas of the distribution system first. SELLER will be responsible for certain data management including but not limited to serial numbers old/new, and meter readings old/new in coordination with the TMUA. The SELLER will be responsible for recording information in a mutually agreed upon work order system. The SELLER will be responsible for coordinating any meter work around routine meter reading and billing activities. The SELLER will be responsible for coordinating with City of Tulsa Water and Sewer Department staff if lead service lines (or connectors) are identified. Work will include dress up of work areas and all other matters called out with the contract documents.

4.2 Respondent Qualifications

Proposals will be considered only from companies that supply the type of service specified herein for a minimum of 100,000 water meter connections within the last three to five years (for meter replacement). Gas and/or electric experience only does not qualify as appropriate experience for this project.

4.3 General Specifications and Conditions

The SELLER shall use all current City of Tulsa Standard Specifications, Standard Details and asset management guidelines. All other construction and materials shall be in accordance with the 2009 Oklahoma Standard Specifications for Highway Construction. The project shall comply with all applicable Oklahoma Department of Environmental Quality (ODEQ) requirements and Environmental Protection Agency (EPA) inventory requirements.

The SELLER shall demonstrate proven experience in the removal and exchange of water meters on similar size water systems to new AMR systems. The SELLER shall provide:

- A full time Superintendent (with at least a current Class D ODEQ Water Operator license) to supervise and direct the removal and replacement of the water meters and ensure the accuracy of service line material inspections. The SELLER shall submit the qualifications of the proposed Superintendent to the TMUA for review and approval. Any change in Superintendents must be approved by the TMUA.
- A Project Manager that will schedule resources, manage data, and function as a liaison with the TMUA for issues as they arise.
- A licensed plumber (either on-staff or on-call) to respond to customer complaints as needed.

The SELLER's Superintendent, Project Manager, and other supervisory or responsible personnel must be equipped with cellular phones so that problems or questions can be addressed immediately, and field installers can be reached immediately if needed.

The SELLER's meter installation and service line inspection personnel shall wear easily recognizable uniforms displaying the SELLER's name, as well as a prominently visible identification badge.

The SELLER will be responsible for all service vehicles it uses on the project and is subject to vehicle insurance requirements as described in Section 10 of this RFP. The SELLER shall utilize fleet vehicles used in performing any aspect of the work associated with the project, and vehicles shall have the SELLER's logo displayed on both sides of the vehicle. The SELLER's personnel shall have a valid driver's license for the class of vehicle being driven.

The SELLER shall deploy vehicles to minimize parking problems and avoid blocking any streets or driveway access. SELLER is required to follow all parking laws. SELLER shall be responsible for any and all parking violations incurred with their vehicles.

All SELLER personnel must have valid background checks and drug screenings. Should any employees need access to the City of Tulsa Asset Management and Work Order System (Lucity), they will be required to sign a data agreement prior to beginning work, and the City reserves the right to terminate access at any time.

Meters will be supplied by the TMUA and stored at the TMUA specified locations:

- City of Tulsa West Yard Maintenance Facility: 2317 S. Jackson Ave. Tulsa, OK
- City of Tulsa East Yard Maintenance Facility: 5605 S. Garnett Ave. Tulsa, OK

Additional storage locations for meters, meter boxes and other materials shall be approved by the TMUA. The SELLER shall be responsible for the safe and secure storage of all materials and is subject to insurance requirements as detailed in Section 10 of this RFP.

The SELLER will supply the following components and aspects of installation: overall project management; training and direct supervision of installers; staffing and appointment scheduling as needed; problem solving and complaint handling; and inspection, testing, and quality control.

The SELLER shall supply any other necessary tools and equipment necessary for the successful and timely completion of all work under this Agreement as specified herein.

The TMUA will furnish the SELLER with the following information at the project start:

- a) A list of water customers, which identifies the following:
 - i. Service address
 - ii. Meter number(s)
 - iii. Meter set identifier(s)
 - iv. Account type(s)
 - v. Account number(s)
 - vi. Meter pit location information (where available)
 - vii. Meter read schedule (book and walk)
 - viii. Home construction date
- b) A list of critical customers and special needs customers that may require additional scheduling/notification of water shut offs.
 - i. Critical Customers commercial customers who are adversely impacted by service interruptions (medical, process, fire protection)
 - ii. Special Needs Customers residential customers that could be adversely affected by service interruptions (dialysis patients)
- c) Gate code access list
- d) Access to the following digitized maps:
 - i. Meter Reading Billing Cycle and Routes (with waterline construction dates)
 - i. https://maps.cityoftulsa.org/MeterRoutes
 - ii. City of Tulsa Water Atlas
 - i. https://cityoftulsa.maps.arcgis.com/apps/webappviewer/index.html ?id=8d58c13e319f4ac7ad9b19ae4cc00c0

4.4 Coordination and Scheduling

The SELLER shall develop a Project Deployment Plan that describes the method of approach to completing work throughout the city, prioritizing work in the oldest areas of the distribution system first for AMR meter replacement and service line material identification. The Project Deployment Plan shall establish an overall schedule installation of the entire project. The TMUA is expecting project completion in 3-5 years, but all proposals will be considered. The Project Deployment Plan shall include the SELLER'S approach for completing work in a manner that does not disrupt the normal operations of the monthly billing cycle as described in Section 2.4, Meter Reading and Billing Procedures. The deployment plan shall be agreed upon by the TMUA and the SELLER prior to commencement of work.

The SELLER shall complete work in at least 90% of the meter cycle(s) or route(s) they are actively working before additional cycles will be released for work. Once 90% of the work has been complete, additional cycles will be released to the SELLER. The SELLER has 30 days from the date additional cycle(s) are released to finish the remaining 10% of the current cycle(s) or routes.

The SELLER shall, at all times, keep workers and equipment on the job in sufficient numbers to complete all work within the contracted scheduled days. The TMUA will have the right to order additional workers and/or equipment to be placed on the job when progress on the work is behind the established plan.

The SELLER will provide at a minimum 5 working days' notice prior to adding additional crews to allow the TMUA time to coordinate internal resources needed for job inspection and data review.

The SELLER agrees work shall be processed regularly, diligently, and uninterruptedly at a uniform rate of progress so as to ensure timely completion.

At the onset of work, weekly progress meetings will be required between the SELLER and TMUA to coordinate the installation process with the on-going meter reading function of the utility. As the project progresses, weekly meetings may become less frequent as agreed upon by both parties.

4.5 Data Management and Work Order Requirements

The SELLER must utilize a work order and data management system capable of collecting the following information at minimum:

- a) Storing digital photo series for each meter installation which includes the following:
 - a. As-found site conditions including meter box/lid condition
 - b. As-found meter register (including visible meter read)
 - c. As-left site condition including meter box/lid condition
 - d. As-left meter register (including visible meter read)
 - e. New MIU serial number
 - f. Service line material on customer-owned and utility-owned portions of the service line as identified through visual observations

- b) Validating installed meter IDs and MIU IDs are within the work order management inventory (barcode scanning technology preferred)
- c) Verification or correction of existing meter and account information
- d) Recording new meter and MIU IDs for each meter
- e) Recording meter size and meter type
- f) Recording old meter serial number
- g) Recording old meter close out readings
- h) Recording new meter initial readings
- i) Information on any authorized extra work performed
- j) Recording date and time of meter installation/service line inspection
- k) Recording installer/inspector name
- I) Installation/inspection comments including customer interaction
- m) Recording service line material type (customer-owned and utility-owned portions)
 - a. Material types (PEX, copper, galvanized) will be defined by TMUA
- n) Recording service line size
- o) Searching, assigning and reviewing work orders
- p) Recording GPS coordinates (+/- 3-5m, commercial grade metering accuracy)
- q) Closing out work orders for admin/inspector approval
- r) Other required values as determined during integration workshops

The SELLER shall provide the above information for all meter change-outs and applicable service line inspections.

The SELLER will electronically submit all photos within 3 days of the completed installation via access to an electronic work order management system. Other methods of submission through an File Transfer Protocol (FTP) site or similar may be allowed upon approval from the TMUA. The TMUA must be able to look up photos directly by address, meter number or account number.

The SELLER shall provide a comma separated values (CSV) file containing old and new meter/MIU numbers, old and new meter reads, workorder number and other values required to update the TMUA's utility inventory and work order modules. Installation records shall be submitted in this file no later than three business days after the completed meter replacement.

The TMUA requires completed installations to be reflected in their billing system within three business days of a completed field work. SELLER shall describe their timeline to ensure work orders are reflected in the billing system in a timely fashion.

The SELLER shall be responsible for selecting the handheld device and any implementation management software to facilitate the installations. SELLER must ensure communications connectivity of the MIU before completing an installation and leaving the site. SELLER shall document any installations where connectivity was unsuccessful, note on workorder and report those instances back to the TMUA's within two days. SELLER is responsible for obtaining any necessary hardware for programming and activating MIU s and testing connectivity.

The SELLER will be allowed to use the work order system of their choice so long as the system has data upload, data download and/or interface capabilities with the City of Tulsa Work Order and Asset Management System (Lucity). If a system other than Lucity

shall be used, a live demonstration should be included as part of the Respondent's proposal.

The SELLER may also choose to work directly in the City of Tulsa's Work Order and Asset Management System (Lucity) to assign, track and review work. If this option is chosen, the City of Tulsa will provide the SELLER a web-based log-in. The SELLER will provide either Apple or Android device(s) capable of connecting to the system and remote internet connection(s) for each user.

The SELLER shall be responsible for managing discrepancies between data provided by TMUA and what is found in the field. The SELLER shall describe their process for handling data exceptions to ensure correct information is uploaded back to the billing system.

Prior to the start of the installations, the TMUA will provide the SELLER with a data file and periodic updates to this file for new routes. For each meter, the data file will indicate the meter size, make and serial number, whether or not the meter shall be replaced, the meter location, and the name and phone number that may be listed on the account.

The TMUA will periodically provide the SELLER with lists of accounts to be released and completed in flat file format, and the SELLER shall be responsible for creating and closing field work orders for the accounts provided in the list. The TMUA will provide a flat file of accounts 5-6 weeks prior to the scheduled start of the next route or group of routes, but the SELLER will not proceed until at least 90% of the previous route or groups of routes has been completed and accepted by the TMUA.

The SELLER shall utilize their work order and data management system so that little or no information has to be keyed manually. The system should use electronic tags, bar coding, or similar automated means to capture equipment identification numbers. The system shall validate data provided by the TMUA such as meter size, meter number, meter location, and an expected range for the meter reading. The system shall have a redundant backup process, so that all information is preserved in the event of a breakdown in the primary system (such as the loss of a handheld device). Records shall be kept for the duration of the contract term and a period of three years following completion and/or termination of the contract. The system should enable the correction of any incorrect information pertaining to meter or service size, meter type, meter location, address, etc.

4.6 Customer Notification

The SELLER will be responsible for advance notification via mailed postcard to customers approximately 4 weeks prior to scheduled installation. The SELLER will be responsible for scheduling, printing and mailing the postcard notifications. The TMUA will develop the content and branding for the postcard notification.

The TMUA will also provide the SELLER pre-printed door hangers with the TMUA contractor identification and targeted messaging to inform customers of work being done in their area. Before work, the SELLER will be responsible for notification of all scheduled customers by placing door hangers approximately one week prior to

scheduled work. The day of scheduled work, the SELLER shall attempt to notify each customer by door-to-door notification prior to shutting off water.

Post-work, the SELLER shall place a post-work doorhanger provided by TMUA which includes post-work findings for inspections, flushing instructions and health information.

The SELLER must perform the following special notification for any critical or special needs customers:

- a) The SELLER will "cold call" each critical and special needs customer a minimum of 48 hours in advance of work to coordinate the water outages.
- b) If customer could not be reached by telephone, the SELLER will leave a 2nd attempt door hanger, approved by TMUA, with information on water outage and instructions on who to contact to schedule an appointment if needed.
- c) If the 2nd attempt at contacting the customer is unsuccessful, the SELLER will leave a 3rd attempt door hanger, approved by TMUA with instructions on who to contact if the customer wishes to schedule an appointment.
- d) If a third attempt is unsuccessful the SELLER will notify the TMUA to assist in contacting the customer before performing the work.

4.7 Hours of Work

SELLER will follow a normal installation work schedule, Monday through Friday, 8:00 am to 6:00 pm CST, excluding City of Tulsa observed holidays.

City of Tulsa observed holidays:

https://www.cityoftulsa.org/connect/contact-the-city/city-holiday-schedule/)

As required, the SELLER will support and schedule some installations per customer requirements, during off- hours. Off-hours are defined as Monday through Friday 6:00 pm to 9:00 pm CST, and 8:00 am to 5:00 pm CST Saturday-Sunday. As needed, work outside the defined normal and off-hours will be allowed per TMUA approval.

4.8 Customer Complaints

The TMUA will provide a 24-hour customer service center for water customers to contact concerning loss of service, leaks or any other problem or complaint associated with any aspect of work associated with this project.

In instances where corrective action must be taken, the SELLER must mobilize to correct any problems within four (4) hours of receiving the call from the water utility. If the SELLER fails to correct any problems within four (4) hours the TMUA reserves the right to perform any work necessary to resolve the issue. The SELLER will be charged for work performed at a cost-plus rate and shall reimburse the TMUA within thirty (30) days of receiving an invoice.

4.9 Training

The TMUA will provide a comprehensive 2-day training at the beginning of the project. The SELLER will be responsible for providing subsequent training(s) to employees as needed throughout the remainder of the project. Training topics include but are not limited to the following:

- a) Meter Read Routes, Billing Cycle and Scheduling
- b) City of Tulsa Water Atlas
- c) Meter Removal Procedures
- d) Meter Installation Procedures
- e) Service Line Material Identification Techniques and Procedures

The SELLER will be responsible for developing a series of SOPs (Standard Operating Procedures) prior to the commencement of work activities. The SELLER shall work with the TMUA to develop and approve SOPs. The SELLER is responsible for training employees on the established procedures. SOPs can be updated throughout the project as long as both parties are in agreement on changes and employees are trained accordingly. At a minimum, the following SOPs shall be established:

- a) A detailed training plan and training schedule
- b) Data requirements, flow and integration set-up and testing
- c) Work plan for managing installation/inspection quality and performance
- d) Quality Control Plan
- e) Customer Notification/Communication Processes
- f) Customer Complaints and Claims
- g) Severe Weather
- h) Health and Safety
- i) Inventory Management
- j) Work Order Release
- k) Installation of Meters/Endpoints (step by step procedures)
- Service Line Material Identification
- m) Exceptions Handling and Management
- n) Old Equipment and Materials Disposal
- o) Route Management
- p) Service Disconnected Procedure
- q) Add/Change Orders
- r) Status Reporting
- s) Invoicing
- t) Project Close-out

4.10 Materials

4.10.1 AMR Meters

TMUA will purchase, take delivery of, and store the AMR Meters. Meters will be Neptune Ultrasonic Mach-10 with R900i AMR built in. Meters will be assigned to

SELLER as dictated by scheduled work. Any meters assigned to SELLER shall become the responsibility of the SELLER.

TMUA has approximately 14,000 Mach-10 meters in on-site inventory with a scheduled 16,000 more to be delivered in second guarter of calendar year 2023.

Upon successful award of Proposal, the SELLER will work with the TMUA to establish a regular purchase schedule for AMR meters for the remainder of the project.

4.10.2 Meter Boxes ALTERNATE OPTION

The SELLER will purchase, take delivery of, and store the meter boxes. Boxes will be Carson HDPE rectangular meter boxes, model number 1520 with Drop-N-Lock lids or equivalent as approved by City of Tulsa Engineering Standards and Specifications. For meter cans located in vehicular traffic areas (driveways, parking lots, alleyways), meter boxes will be Sigma Raven RMB 132418NSW-HD with 1324-L-TF lids or equivalent as approved by City of Tulsa Engineering Standards and Specifications. All meter box lids must be inscribed with the label 'City of Tulsa Water and Sewer' and shall be composite material to enable radio frequency signal to penetrate the lid.

4.10.3 Other Materials

The SELLER will purchase, take delivery of and store gaskets, connectors and any other materials needed to complete meter change outs or service line inspections.

The TMUA reserves the right to purchase materials from a secondary or back-up source to be used in the event of failure of the primary source(s) ability to supply the full needs of the project.

The SELLER will make a concerted effort to meet the needs of the TMUA on a daily basis. The SELLER will give the TMUA as much advance notice as possible whenever they are unable to supply the material required.

4.11 Meter and Materials Inventory Management

The SELLER will be responsible for overall physical inventory management of all meters, AMR modules, meter boxes and assigned ancillary equipment for the project.

The SELLER shall present a plan for inventory management. The plan should address the following:

- a) Receiving Method for tracking serial numbers in a system provided by the SELLER upon receipt of meters from the TMUA.
- b) Daily Issue Method for issuing stock to field installers daily to perform the daily assigned work. All meters and ancillary items are to be issued from a secure

storage facility to the field installers by the SELLER's on-site Field Project Manager or designee.

- c) Reconciliation Method of verification against daily work report to determine that no meters, meter boxes, recycled meters or supplies are missing or in surplus; including a description of how often reconciliations will occur and who will be responsible for completing.
- d) Storage/Staging Description of additional material storage locations (off site warehouses, crew trucks, etc) including security measures taken to protect assets from damage or theft. Additional material storage locations must be maintained within the City of Tulsa service area.

Recycled meters should be returned to the TMUA at a 1:1 ratio for any new meter(s) installed. The SELLER is responsible for handling, storage and disposal or recycling of all removed materials and equipment. Recyclable materials such as brass meter bodies, steel meter box lids and other materials with scrap value shall be sorted and placed in designated bins for handling by TMUA. Broken concrete meter boxes and meter box lids will be brought to TMUA for disposal. All e-waste and batteries must be stored and disposed of according to all applicable regulations.

4.12 Installation Procedures Approval and Testing

Prior to the commencement of full-scale installation, the SELLER shall install water meters on approximately 200 accounts per week following the agreed-to procedures. The TMUA will determine which accounts will be included in this phased start.

During this test and a period not shorter than fifteen (15) working days following it's starting, the TMUA and SELLER shall evaluate the procedures for public notification, scheduling installations, meter and MIU installation, inspections and inspection reporting, exception processing, data transfer by the installers to the TMUA's billing system, meter reading over the system, installation data management and project control, and problem resolution, to ensure they are working and effective. The SELLER shall not increase pace beyond 200 installations per week during this evaluation period.

The SELLER and TMUA shall develop a test and acceptance plan covering these procedures. The TMUA may require the SELLER to modify any procedures that it deems are deficient or ineffective or otherwise unacceptable to the TMUA. Full-scale installation of meters and MIUs shall not begin until project control procedures and systems are determined to be performing accurately, and the procedures have been approved by the TMUA.

4.13 Execution

Work performed by SELLER shall be as follows for standard meter installations and inspections; it shall be the responsibility of the SELLER to complete the following work:

4.13.1 Pre-Work Activities

The SELLER shall deliver door hanger notification to location(s) one week in advance of shut off. Prior to beginning work each day, the SELLER will make door to

door notification with customer(s). SELLER shall notify critical customers and special needs customers by phone at least 48 hours prior to the shut off.

SELLER shall give the notification center of the Oklahoma One-Call system, Inc. (Okie Locates), notice of any excavation prior to commencement of work. Notification shall be in accordance with Oklahoma State Statute 63 O.S. Section 142 et seq.

4.13.2 Work Assignments

The TMUA will work with the SELLER to assign work based on the mutually agreed upon Project Deployment Plan and the number of crews available for each workday. The TMUA retains the right to prioritize neighborhoods, or to reorganize priorities if necessary.

The SELLER has latitude to organize the following work in whichever series of actions is found to be most efficient (service line investigation, meter replacement, meter box replacement). If any lead is encountered during the inspection process (lead service lines or lead connectors), work shall cease at that location and the SELLER will immediately notify the TMUA. The TMUA will provide the property owner with a water filter, lead safety and flushing instructions. After appropriate notification with the property owner, work may resume at that location. However, if lead or galvanized is discovered during service line inspection, the meter must be replaced. It is recommended that service line inspections take place before meter replacements. If new meters must be removed due to the presence of lead, the SELLER will be responsible for the cost of the meter replacement.

In the event a meter is obstructed or is not accessible, the SELLER will make at least three different types of attempts at any reasonable time within 30 days of encountering the inaccessible meter to notify the customer to remove the obstruction or provide access to the meter. These attempts must be documented on the workorder electronically. After three documented attempts to make the installation, the SELLER may request TMUA schedule the meter change-out. The SELLER shall only be paid for completed installations and is expected to provide all reasonable support in resolving difficult installation situations.

4.13.3 Work Procedures

a) Service Line Material Inspections

The SELLER will be responsible for assessing and recording service line material type on both the customer-owned and the utility-owned portions of the service line. The material type for both portions of the service line must also be specified (e.g., lead, galvanized, copper, PEX). Any lead connectors found must also be recorded on the wok order.

All service lines connected to the public water distribution system including both potable and non-potable services (such as irrigation, fire protection, inactive services) shall be inspected.

The SELLER has liberty to select the best and most efficient method of visual inspection of service line material type so long as the method selected is not

contradictory to methods approved by the State of Oklahoma or methods required by the LCRR and forthcoming LCRI. It is recommended the SELLER

follow best practices included in EPA's Guidance for Developing and Maintaining Service Line Inventory (2022) when performing visual inspections. The SELLER will be responsible for creating a SOP for step by step service line inspection. The SOP should align with established procedure listed below.

At a minimum, the following locations must be visually inspected:

- Buildings Built from 1950-Present (Long and Short Services)
 - Utility Side Inspection on utility side service line within 18 in of the meter
 - Customer Side Inspection on customer side service line within 18 in of the meter
- Buildings Built Prior to 1950 (Short Services Only <25ft)
 - Utility Side Inspection on utility side service line within 18 in of the meter
 - Customer Side Inspection on customer side service line within 18 inches of the meter
- Buildings Built Prior to 1950 (Long Services Only >25ft)
 - Utility Side Inspection on utility side service line within 18 in of the meter
 - Utility Side Inspection at the point of the service line connection and the utility mainline (this requirement may be waived pending approval from ODEQ).
 - Customer Side Inspection on customer service line with 18 in of the meter.

The SELLER will take a digital photo of the service line material for each visual inspection and attach to the work order. The photos used for meter verification can also be used as service line material verification as long as service line material is clearly visible in the photo.

If any lead is encountered during the inspection process (lead service lines or lead connectors), work shall cease at that location and the SELLER will immediately notify the TMUA. The TMUA will provide the property owner with a water filter, lead safety and flushing instructions. After appropriate notification with the property owner, work may resume at that location.

b) Meter Replacement:

The following meter change out procedure has been included as a guideline. The SELLER will be responsible for creating an SOP for step by step meter installation. The SOP should align with established procedure listed below as well as with the manufacturer's installation instructions included with this RFP.

Removal of Existing Meters

- 1. Pick up meters from TMUA at designated location(s)
- 2. Verify addresses
- 3. Pump out and/or dig out debris in the meter can a minimum of 2" clearance below the meter.

- 4. Make every attempt to expose the connection to the service line and any piping between the service connection and the meter to ensure that they are in a condition that will not be damaged by changing the meter.
- 5. Verify new meter and AMR serial numbers in the inventory
- 6. Record existing meter number (and AMR number if available).
- 7. Notify customer of temporary water shut-off.
 - If no answer, check to see if meter indicator is turning.
 - If the meter is turning, come back later or wait a few moments to see if meter stops turning.
- 8. Inform customer that their water supply will be shut off for the change out (if no bypass is available).
- 9. Record final reading from old meter and attach a clearly readable digital photograph of old meter with reading visible.
 - Installer should take pictures of the old equipment while it is still
 installed when this is practical, but must include alternative
 procedures, as needed, to ensure that pictures show the meter
 reading and are appropriately labeled with date, time and premises
 information.
- 10. Inspect existing meter and AMR register for signs of tampering including meter bypass or missing meter.
 - Advise TMUA immediately if meter is bypassed or in a tamper condition (magnets, disconnected registers, slips, illegal connections before a meter, unmetered connections) and note these findings on the workorder.
 - The SELLER shall not proceed with the installation of a meter in tamper condition until the TMUA has authorized installation.
- 11. Inspect the existing water meter setting including piping and control valves.
 - If damage to customer or city owned property would result from standard installation procedures, the Project Manager shall immediately contact TMUA.
 - The SELLER shall not attempt installation until the site is inspected by an authorized TMUA representative and shall postpone installation at that site until TMUA authorizes the SELLER to proceed with work.
 - The TMUA may choose to complete the work at that site using its own personnel or request the SELLER to make the necessary repairs.
 - Old piping should not be grounds for failure of the SELLER to replace a meter designated for replacement, only when piping is leaking or deteriorated to a point that damage would occur by changing the meter will old piping be accepted as a reason for not replacing the meter.
- 12. Record meter number, AMR number and current reading for new meter.
- 13. Close curb or header stop to the meter.
 - If the stop to the meter cannot be located or is inoperable, the SELLER shall notify TMUA who will either rectify the problem or instruct the SELLER to perform the additional work necessary to

complete the meter change out and invoice TMUA per pricing listed in the pricing sheet.

- 14. Depressurize the system by opening an outside faucet to relieve water pressure until water flow stops; do not remove the meter if flow continues.
- 15. Loosen unions that hold the water meter starting with either the property side or customer side.
- 16. Remove the meter, if there is a strainer at any installation, the SELLER shall remove the strainer prior to new meter installation.
- 17. Clean coupling nuts and remove any pipe dope or dirt from the threads.
 - Take note of any obstructions or debris that might enter the lines and remove it if necessary.
 - SELLER is required to install standard connections (meter couplings) for all 5/8" through 1" meters if none are found to exist at the time of the meter replacement.
 - Such conditions and installations should be noted on workorders.
 - These couplings must receive prior approval from TMUA and be noted on the workorder.
- 18. Check existing setting for alignment and spacing.
- 19. Correct any misalignment and spacing in the setting.
- 20. Flush line before installing new meter.
- 21. Verify new meter and new AMR meter number.

Installation of New Meter

- 1. Remove caps and plugs from new meter
- 2. Spray all unions with disinfectant solution.
- 3. Place new connection gaskets inside the coupling nuts.
- 4. Place the meter between the coupling nuts with the inlet and outlet of the meter corresponding to the direction of flow in the service line.
- 5. Engage the coupling nuts with the threaded meter ends.
- 6. Check that the coupling nuts are properly aligned to prevent cross-threading (stripping) damage to the threaded meter ends.
- 7. Turn the coupling nuts until they are hand tight.
- 8. Apply a partial turn using an open-end wrench, and DO NOT over tighten.
- 9. Pipe dope or sealants are not allowed.
- 10. Open the meter stop slowly to avoid any surge or water hammer that might cause damage.
- 11. Flush water line from the customer's outside spigot after installing a new meter to ensure the meter is registering properly and verify service restoration to the premises.
 - If an outside spigot is not available, every attempt to flush the line, the air in the service line could affect the functionality of new meters.
 - The faucet which was opened to relieve pressure should still be open to clear air from lines.
 - Once air is relieved, slowly close faucet to fill and pressurize the system.
 - If outside faucet not available, make attempt to contact customer so flush may be done from an inside faucet.
- 12. Check for leaks around the meter and connections.

- 13. Check for movement of dial.
 - If no leaks are found at meter connections and dial movement persists, close shut off valve and notify TMUA immediately.
 - If no dial movement is observed; record new meter size, serial number, address, date installed and initial reading.
- 14. Record new meter number, AMR number, digitally photograph new meter reading and attach to work order.
- 15. Replace meter box cover.

c) Meter Box Installation Option

All meter boxes should be installed in to finish grade.

Meters located in driveway, sidewalk or other impervious surfaces will require a saw cut to minimize pavement repairs.

If a meter box must be located in a paved area, a traffic rated meter box and separation pavers or expansion joints around a meter box shall be required.

When removing pavement, concrete or asphalt, the SELLER shall follow guidelines listed in City of Tulsa Standard Specifications and Standard details for the removal of materials and backfill of the excavation.

ALL meters and meter boxes should be installed (at minimum) in accordance with the following applicable City of Tulsa Standard details:

- Standard 501 Standard Meter Setting for 5/8"x3/4" and ¾" Water Service
- Standard 501A Standard Meter Setting for 5/8"x3/4" and 3/4" Water Service (Aqua PEX Blue)
- Standard 502 Standard Meter Settings for 1" Water Service
- Standard 505 Water meter cover for ¾", 1" and 1.5" water meter can installation* * NOTE Standard 505 is in revision to add HDPE meter box option for replacement

4.13.4 Post Work Activities

When any work is complete the SELLER shall leave the premises in a clean manner as close as possible to the manner in which it was found with no tools, trash, large dirt piles, or other debris either on the customer's property or within the meter box.

TMUA reserves the right to inspect any installation and cleanup within 90 days after installation in response to customer complaints of damage. The SELLER will be responsible for claims resulting from damage caused by installation.

All waste resulting from cleaning the meter vault as well as replacing the ring and lid must be cleaned up and disposed of properly by the SELLER and will be the responsibility of the SELLER. The SELLER shall dispose of such materials at a TMUA approved location.

The SELLER shall remove any spoil material including concrete when paving cuts are required. The SELLER will be allowed to dispose of spoil material including solidified asphalt, uncontaminated rock, dirt concrete, bricks (including spoils from hydro-excavation) at the City of Tulsa Mulch Site, 2100 N. 145th E. Ave. Tulsa, OK. Hours of operation Monday-Saturday 7:30am to 5:00pm CST, Sunday Noon-5pm CST.

Site in greenspace will be restored to previous condition including landscaping. Excavated areas in green space must be backfilled with topsoil prior to exiting site. Sod or other necessary site dress up work must be completed within 7 working days (including spoils removal). Restoration in greenspace should be carried out in accordance with City of Tulsa Construction Standards (Division 3 Part 325).

Sites in hardscape areas (sidewalks, driveways, parking lots) that required street cut for removal will be restored by the TMUA.

For any open hardscape cuts, the SELLER will be required to place appropriate safety barricades to ensure prevention of injury.

The SELLER must maintain a Cut Sheet work order for tracking restoration work needed in hardscape areas. The Cut Sheet will be submitted to the TMUA at the end of each day.

All data must be uploaded to the City of Tulsa Asset Management and Work Order System (Lucity) on a daily basis. Data should be complete and free of errors, quality assurance procedures for field and administrative work should be explained in the Respondent's proposal and should include procedures for the following:

- 1. Response to Complaints & Claims
- 2. Improper Installations
- 3. Installation Data Control and Audit Procedures
- 4. Leaks after Installation
- 5. QA/QC Field Inspections on new hires
- 6. Route based QA/QC

The TMUA will provide the SELLER with a 'post work' doorhanger that details work that was completed, flushing and special health information for any lead or galvanized lines discovered in the system, i issues found during work, and the SELLER's phone number for the customer to call if issues are identified following the installation. The SELLER is required to complete doorhangers and place them on each address after work is complete.

4.14 Demobilization/Project Close-Out

SELLER will be responsible for working with the TMUA to ensure project close out activities are performed; inventories are accounted for, and surplus transferred to the TMUA and the daily responsibilities related to the new meters and MIUs are transitioned from the SELLER to the TMUA.

4.14.1 Work Order Management System

If utilizing a work order management system other than TMUA's, the SELLER shall continue to allow accesses to the TMUA for a period of no less than 1 year after project close-out. This access shall include ability to export or otherwise download all work order system data pertaining to the project.

SELLER may only collect, access, use, maintain, or disclose Account and/or Customer Data to fulfill its obligations under this Agreement. TMUA exclusively owns all Account and/or Customer Data and SELLER agrees to return, or at the election of TMUA, destroy (and confirm in writing the destruction) all Account and/or Customer Data upon the termination or expiration of this Agreement, or earlier if requested to do so in writing by the TMUA.

4.14.2 Open Work Orders

The SELLER must provide documentation to detail any issues within complete/uncompleted work orders and why the SELLER was not able to complete the work.

4.14.3 Customer Complaints and Claims

The SELLER shall provide all documentation related to complaints/claims and any actions taken. The SELLER shall review all outstanding complaints/claims with the TMUA and provide any additional supporting documentation needed prior to transitioning the complaints/claims to the TMUA.

4.14.4 Inventory Reconciliation

At the completion of the deployment SELLER shall provide the TMUA with a detailed inventory of the assets in its possession that it will transfer back to the TMUA as it closes its facility. SELLER shall provide documentation for any discrepancy between the assets received from the TMUA, installed and remaining in inventory or a credit to the TMUA for the replacement value of the missing assets.

4.15 Acceptance and Warranty

4.15.1 Acceptance

All components within the meter box shall be in working order with no leaking components and the meter reading as designed.

Meter boxes shall be free of debris or trash and installed per City of Tulsa Engineering Standards and Specifications.

Meter box covers shall fit snugly and securely without pressing on the radio transmitter and without presenting any danger to pedestrians.

Work at any address is considered complete when:

- A. Electronic submission of a list of completed installations containing for each installation: the Location ID, address, old and new meter serial numbers, old and new meter readings, service line material for both utility and customer owned portions of the service line, MIU serial number, physical description of the location of meter and MIU on the property (i.e. "front middle", "rear left", etc.), GPS coordinates of the meter, digital photo series, SELLER's inspector's name and approval, if applicable, the installer's name, QA person's name.
- B. Successful capture of the meter interface unit data after the installation through the meter reading solution. If a read cannot be obtained from the system operating in a normal way, the SELLER shall demonstrate that the installation was completed successfully by capturing a manual read electronically through the MIU (i.e. without manually keying in the register reading). All installations where MIU communication failed shall be noted explicitly in the work order system and reported to the TMUA.

4.15.2 Warranty

The SELLER shall be responsible for repairing any service lines it damages at its sole cost and expense, unless the SELLER's Project Manager has reported, prior to commencement of installation, a condition of deteriorated or inferior plumbing to the TMUA and the TMUA has authorized the SELLER to proceed with the work.

In the event a service line fails after the installation procedure has been authorized by the TMUA to proceed, the SELLER's licensed plumber will oversee the repair work required to restore the water service line to working order. All work must comply with the TMUA's standards for service repairs or replacement. The TMUA personnel shall inspect all work, payment for which is subject to approval by the TMUA.

Any damage done by the SELLER outside the area and scope of the work of the contract, or prior to authorization, shall be repaired or replaced at the SELLER's sole cost and expense. All plumbing work other than the replacement of a water meter must be authorized by the TMUA and inspected by a TMUA field inspector and will be subject to the TMUA's approval in the field.

The SELLER shall warranty all parts and labor provided by SELLER for a minimum period of (12) twelve months after work is accepted by the TMUA. Extended warranties offered are to be attached to the Proposal with prices. SELLER is required to handle all warranty issues associated with this agreement.

Any defects in workmanship or materials will be corrected by the SELLER at no additional expense to the TMUA. Any and all adjustments called to the attention of the SELLER by the TMUA will be corrected within a reasonable time. The term "reasonable" will be interpreted as being within twenty (20) days or less unless the TMUA agrees to extend this schedule.

4.16 Damages

TMUA and SELLER recognize that time is of the essence and the TMUA will suffer financial loss if the work is not complete within the time specified above, plus any extensions thereof allowed.

If the SELLER fails to perform the work within the specified time set forth in the contract documents, the TMUA and SELLER agree that as liquidated damages, and not as a penalty, for delay in performance the SELLER shall pay the TMUA in the amount stipulated below for each and every calendar day that expires after where the work is not complete and ready for invoicing as outlined in the agreed upon Project Deployment Plan, the TMUA shall have the right to deduct liquidated damages from any amount due or that may become due to the SELLER, or to collect such liquidated damages from the SELLER or the Surety. The TMUA has the option to enforce liquidated damages or to waive such damages.

The liquidated damages herein specified shall only apply to the SELLER's delay in performance. Liquidated damages are intended only to compensate the TMUA for additional personnel efforts in administering the contract after normally scheduled completions dates, TMUA inconvenience, lost opportunities, and lost confidence in government and morale of government when work is not completed on time.

Such damages are uncertain in amount and difficult to measure and prove accurately. By executing this contract, the SELLER agrees that the liquidated damages specified herein are reasonable in amount and are not disproportionate to actual anticipated damages. Liquidated damages do not include any sums of money to reimburse the TMUA for extra costs which the TMUA may become obligated to pay on other contracts which are delayed or extended because of SELLER's failure to complete the work within the time period as specified herein, including costs associated with the delay or interference with the project. Liquidated damages are not intended to include litigation costs or attorney fees incurred by the TMUA, or other incidental or consequential damages suffered by the TMUA due to the SELLER's performance. If the TMUA charges liquidated damages to the SELLER, this shall not preclude the TMUA from commencing an action against the SELLER for other actual harm resulting from the SELLER's performance, including but not limited to, costs associated with the delay or interference with the Project.

In order to recover liquidated damages, the TMUA is under no obligation to prove the actual damages sustained by the TMUA due to the SELLER's delay in performance. The parties agree that liquidated damages shall be computed according to the following schedule, based upon the contract price, inclusive of any applicable changes thereto, for each and every day that completion of the work shall be delayed:

TOTAL CONTRACT PRICE

From	To and Including	Liquidated Damages/per day
\$0	\$500,000	\$300.00
\$500,000	\$1,000,000	\$500.00
\$1,000,000 (and above)		\$800.00

Section 5: DELIVERABLES

The products, reports, and plans to be delivered to the TMUA will include:

- 1) Project Deployment Plan
- 2) All SOPs as listed in Section IV
- 3) Monthly progress reports with invoicing
- 4) Weekly progress reports (provided by the SELLER to TMUA on the first workday of each week that include):
 - a. Planned Installations Schedule where and when work is planned for the next 3 weeks.
 - b. Installation Work Order Report outlining installations completed to date, including key information such as account number, service type, address, date, installer, serial numbers (of devices found, removed and installed), Orion-Endpoint Status confirmation data, and other information to be specified by the TMUA during the planning stage.
 - c. Exception Management/Data Discrepancies Report outlining each instance where data provided by the TMUA did not match what was expected or encountered I the field, what the discovered values were and how the discrepancy was resolved.
 - d. Customer Complaint Report outlining each call received, the associated account/meter information, contact info for caller, the time and nature of the call, any actions taken and the situation status.
 - e. Trouble Ticket Report outlining any situations where installer encountered issues that impeded or prevented a standard installation.
 - f. Inventory Balance Report of both new (on hand) inventory of meters, MIU s and lids, with counts by size/type as well as removed meters, MIU s and lids by size/type.
 - g. Inspection Summary Report of each installation inspected by SELLER's installation inspector, including account and meter information, time of inspection, inspector's name and inspection findings.
 - h. Work Order QA/QC Summary Report outlining each record's QA result,

RFP 23-939 | Service Line Inspection, Automated Meter Reading (AMR) Installation and Replacement and Meter Box Replacement | Issue Date: 3/21/23. including QA personnel's name, time of QA and findings.

Section 6: PERFORMANCE METRICS AND CONTRACT MANAGEMENT

The following performance metrics highlight key priorities that will be analyzed with the SELLER collaboratively during the life of the contract. This is not an exhaustive list, but rather an indication of significant performance metrics of interest to the TMUA. The TMUA looks forward to working with SELLER to define additional important performance metrics during contract negotiations. The final set of performance metrics and frequency of collection will be negotiated by the SELLER and the TMUA prior to the finalization of the Agreement between the parties and may be adjusted over time as needed.

Performance Metric	Data Source	Data Collection Frequency	Data Collection Responsibility
Number of replacements/inspections completed according to Project Deployment Plan	City of Tulsa Work Order and Asset Management System & Weekly Progress Reports	Weekly	Water Distribution Manager or Designee
Number of internal customer complaints	Tracked by Inspector	Weekly	Inspector
Number of external customer complaints	Water Dispatch Customer Calls & Weekly Progress Reports	Weekly	Water Distribution Manager or Designee
Number of scheduled sites that were skipped/missed	City of Tulsa Work Order and Asset Management System & Weekly Progress Reports	Weekly	Water Distribution Manager or Designee
Work Order/Meter and Service Line Data is entered free of errors and in a timely manner	City of Tulsa Work Order and Management System & Weekly Progress Reports	Daily & Weekly	Water Dispatch & Water Distribution Manager or Designee

As part of the TMUA's commitment to becoming more outcome-oriented, we seek to actively and regularly collaborate with selected SELLER to enhance contract management, improve results, and adjust service delivery based on learning what works. Reliable and relevant data is necessary to drive service improvements, ensure compliance, inform trends to be monitored, and evaluate results and performance.

During the regular meetings that occur throughout the term of the contract, it is anticipated that the following topics will be regularly discussed:

- Current status of performance metrics
- Topics of interest or concern to the SELLER
- Discussion and troubleshooting of challenges
- Review of activities on the horizon
- Review of budget and spending this year-to-date

Section 7: INSTRUCTIONS FOR SUBMITTING A PROPOSAL

A. Proposals must be received by **5:00 p.m. on Wednesday, May 3, 2023, Central Daylight Time.** Please place proposals in a sealed envelope or box clearly labeled "RFP 23-939, Service Line Inspection, Automated Meter Reading (AMR) Installation and Replacement and Meter Box Replacement".

Proposals received late will be returned unopened.

B. Proposals shall be delivered and sealed to:

Deputy City Clerk City of Tulsa 175 E. 2nd St. Suite 260 Tulsa, OK 74103

C. All interested Respondents are required to register with the Buyer in order to receive updates, addenda or any additional information required. You can learn more about the registration process on the following website: https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/register-as-a-vendor/.

The TMUA may addend or amend this RFP at any time before the Proposal Submission Date and is not responsible for any failure to register.

D. Inquiries or questions to the Buyer requesting clarification regarding the Request for Proposal must be made <u>via e-mail</u> and must be received prior to the end of the business day on **April 24, 2023.**

Donny Tiemann, Senior Buyer dtiemann@cityoftulsa.org

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only minor clarification of instructions or specifications, it will be handled via e-mail. If any question results in a substantive change or addition to the RFP, the change or addition will be forwarded to all registered Respondents as quickly as possible by addendum.

E. Proposals will be opened on the morning after the due date, at 8:30am, at the:

Standards, Specifications, and Awards Committee Meeting 175 East 2nd Street, 2nd Floor City Council Chamber

Section 8: EVALUATION OF PROPOSALS

The approval of the SELLER will be subject to the final determination of the TMUA and will be contingent on the successful completion of a contract between the TMUA and the selected SELLER(s).

8.1 Evaluation Criteria

All Proposals will be evaluated using the following criteria:

Category	Total Points	What Would a Top Score Look Like?
Price	50	Refer Price Sheet Summary
Method Of Approach	30	See Proposal submission requirements below
Experience/Qualifications	20	See Proposal submission requirements below

The TMUA also reserves the right to evaluate based on the full list of eligible criteria listed in <u>Title 6, Chapter 4</u> of the Tulsa Revised Ordinances (TRO): https://library.municode.com/ok/tulsa/codes/code_of_ordinances.

8.2 Proposal Submission Requirements

To achieve a uniform review process and obtain the maximum degree of comparability, the Proposal shall be organized in the manner specified below. Proposals shall not exceed twenty (20) pages in length (excluding title page, index/table of contents, and dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a double-spaced, printed, 8 ½ x 11" sheet of paper.

- 1. Title Page (1 page) Show the solicitation title and number, the name of your firm, address, telephone number(s) name of contact person and date.
- 2. Letter of Transmittal (1 page) Identify the services for which Proposal has been prepared. Briefly state your firm's understanding for the services to be performed and make a positive comment to provide the services as specified. Provide the name(s) of the person(s) authorized to make representations for your firm, their titles, address, telephone numbers and e-mail addresses. The Proposal letter shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individual(s) signing the solicitation shall be clearly shown immediately below the signature.
- 3. Table of Contents (1 page) Clearly identify the materials by Tab and Page Number.
- 4. Previous Performance/Experience Provide detailed information on relevant experience and performance for projects with similar services as listed in this
 - RFP . Provide the name, address, telephone number and E-mail address of at least three (3) Municipal and/or Government agencies or firms of comparable

- size that have utilized similar services within the last two (2) years. References may be checked prior to award. E-mail addresses are required.
- 5. Method of Approach Service Line Inspection Describe the method of approach for service line inspections detailing items outlined in Section IV of this document. Include a plan for coordinating and scheduling work across the city, workflow and data management procedures, a description of resources (personnel, equipment and materials), procedures for service line inspection and material identification, and employee training and quality control plan.
- 6. Method of Approach Mach 10 Ultrasonic Meter Installation Describe the method of approach for ultrasonic meter installation detailing items outlined in Section IV of this document. Include a plan for coordinating and scheduling work across the city, workflow and data management procedures, a description of resources (personnel, equipment and materials), procedures for meter removal, process for meter read validation, replacement and site dress-up and employee training and quality control plan.
- 7. Method of Approach Meter Box Replacement OPTION- Describe the method of approach for meter box installation detailing items outlined in Section IV of this document. Include a plan for coordinating and scheduling work across the city, workflow and data management procedures, a description of resources (personnel, equipment and materials), procedures for meter box removal, replacement and site dress-up and employee training and quality control plan.
- 8. Method of Approach All Work Describe the method of approach for completing service line inspections, meter replacements and meter box replacements in conjunction. If any efficiencies in work procedures or economy of scale are realized by performing work at the same time, list the description here. If any of the methods of approach, plans or procedures previously listed for service line inspection, meter or meter box installation should change by performing work in conjunction, describe changes.
- 9. Resumes of Key Personnel Provide the following for key personnel.
 - i. Experience with similar work
 - ii. Performance history
 - iii. References
 - iv. Leadership and recognition including Project Team Org Chart indicating the amount of time each will dedicate to the project (onsite and remote)
 - v. Licenses and Certifications
- 10. Compliance and Certification Documentation Respondent shall provide:
 - i. Class D ODEQ Water Operator Certification or ability to obtain certification prior to work commencing.

Section 9: MISCELLANEOUS

- A. The TMUA expects to enter into a written contract (the "Agreement") with the selected Respondent that shall incorporate this RFP and your Proposal. Further, Respondent will be bound to comply with the provisions set forth in this RFP. In addition to any terms and conditions included in this RFP, the TMUA may include in the Agreement other terms and conditions as deemed necessary. Your response to this RFP will be considered part of the Agreement if one is awarded to you.
- **B.** All data included in this RFP, as well as any attachments, are proprietary to the TMUA.
- C. The TMUA notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
- **D.** All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination. They shall also comply with the Americans with Disabilities Act (ADA).
- **E.** The use of the TMUA's name in any way as a potential customer is strictly prohibited except as authorized in writing by the TMUA.
- **F.** The TMUA assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- G. The TMUA is bound to comply with Oklahoma's Open Records Act, and information submitted with your Proposal, with few exceptions, is a matter of public record. For specifics on the Oklahoma Open Records Act, see the link here: https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/. The TMUA shall not be under any obligation to return any materials submitted in response to this RFP request.
- H. The TMUA shall not infringe upon any intellectual property right of any Respondent but reserves the right to use any concept or methods contained in the Proposal. Any desired restrictions on the use of information contained in the Proposal should be clearly stated. Responses containing your proprietary data shall be safeguarded with the same degree of protection as the TMUA's own proprietary data. All such proprietary data contained in your Proposal must be clearly identified.
- I. The TMUA also notifies all Respondents that the TMUA has the right to modify the RFP and the requirements herein, to request modified Proposals from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet the TMUA's Objectives.

Respondent Information Sheet

	oondent's Legal Name:	
		as reflected on its organizational documents,
riiea v	with the state in which Respondent	: is organized)
State	e of Organization:	
Resp	oondent's Type of Legal Entity: (o	check one)
	☐ Sole Proprietorship	☐ Limited Partnership
	☐ Partnership	☐ Limited Liability Partnership
	☐ Corporation	☐ Limited Liability Limited Partnership
		☐ Other:
Resp	oondent's Address:Street	
-	Street	City State Zip Code
Paen	ondent's Wahsita Address:	
vesp	ondent 5 Website Address	
Sales	s Contact:	Contact for Legal
Notic		Contact for Logar
Name	e:	Name:
Title/	Position:	Title/Position:
Stree	et:	Street:
State):	State:
⊃hon	ne:	Phone:
Emai	il:	Email:
How	did you learn about this busines	ss opportunity with the City of Tulsa?
	Email from Assigned Buyer	
	City of Tulsa Website	
	Tulsa World posting	
	Purchasing search engine	
_ 	Industry colleague	
_ 	Other:	
_	Outon.	

Price Sheet Summary

Respondent's Legal Name:	
Must be Respondent's company name as reflected on its organizational documents, filed with the state in which	
Respondent is organized)	

The quantities shown are estimates only. No guarantee of any minimum or maximum volume is made or implied. The TMUA shall only order the goods needed to satisfy operating requirements within budgetary constraints, which may be more or less than indicated.

Cost Proposal (A) Service Line Inspections Only: Respondent shall provide a cost proposal for the service line inspections as specified.

Table (A) Service Line Inspections						
ITEM	TOTAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	# YEARS	PRICE PER YEAR	
Service Line Inspections*	289,177	Inspection Point				
Service line inspection in hardscape (2% of total inspections)	5,784	Inspection Point				
Service line inspection in greenspace (98% of total inspections)	283,393	Inspection Point				

^{*}Total estimated quantity of service line inspections is based on number of homes built prior to Federal lead ban (136,636 homes), multiplied by 2 for inspections on customer and utility portions of the service line (273,272); 15,905 additional inspection points for homes built prior to 1950 served by long services (289,177).

TOTAL PRICE

Cost Proposal (B)– AMR Meter Replacement Only: Respondent shall provide a cost proposal for the replacement of meters (meters provided by TMUA) and as specified.

Table (B) AMR Meter Replacement						
ITEM	TOTAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	# YEARS	PRICE PER YEAR	
Remove and Replace 5/8" Meter	110,838	Each				
Remove and Replace 3/4" Meter	20,347	Each				
Remove and Replace 1" Meter	15,973	Each				
TOTAL PRICE						

Cost Proposal (C) Service Line Inspection and AMR Meter Replacement Work: Respondent shall provide a cost proposal for performing the service line inspections (A) and AMR meter replacement work (B) done in conjunction with each other

Table (C) Service Line Inspection and AMR Meter Replacement						
ITEM	TOTAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	# YEARS	PRICE PER YEAR	
Remove and Replace 5/8" Meter	110,838	Each				
Remove and Replace 3/4" Meter	20,347	Each				
Remove and Replace 1" Meter	15,973	Each				
Service line inspection in hardscape (2% of total inspections)	5784	Per Inspection Point				
Service line inspection in greenspace (98% of total inspections)	283,393	Per Inspection Point				
	TOTAL PRICE					

Cost Proposal (D) Alternate Proposal Item - Service Line Inspections & AMR Meter Replacement work (C) with METER BOX REPLACEMENT OPTION: Respondent shall provide a cost proposal for the service line inspections, AMR meter replacement work done in conjunction with meter box replacements as specified.

Table (D) Alternate Proposal Item: Service Line Inspections, AMR Meter & Meter Box Replacement						
ITEM	TOTAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	# YEARS	PRICE PER YEAR	
Remove and Replace 5/8" Meter & Standard Meter Box	108,621	Each				
Remove and Replace 5/8" Meter & Traffic Rated Meter Box*	2,217	Each				
Remove and Replace 3/4" Meter & Standard Meter Box	19,940	Each				
Remove and Replace 3/4" Meter & Traffic Rated Meter Box*	407	Each				
Remove and Replace 1" Meter & Standard Meter Box	15,653	Each				

Continued, Table (D) Alternate Proposal Item: Service Line Inspections, AMR Meter & Meter Box Replacement

	Wotor Box No	old o o l'il o l'it			
ITEM	TOTAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	# YEARS	PRICE PER YEAR
Remove and Replace 1" Meter & Traffic Rated Meter Box*	320	Each			
Standard Meter Box (5/8"-1")	144,214	Each			
Traffic Rated Meter Box (5/8"-1")	2,944	Each			
Service line inspection hardscape	5,784	Per Inspection Point			
Service line inspection in greenspace (98% of total inspections)	283,393	Per Inspection Point			

^{*}Total estimated quantity for traffic rated meter box replacements is based on 2% of total meter replacement for each 5/8", 3/4" and 1" meters as listed in Table B.

TOTAL PRICE

Cost Proposal (E) Professional Services: Respondent shall provide a cost proposal for professional services.

Table (E) Professional Services						
ITEM	# UNITS	# YEARS	PRICE PER YEAR			
Project Management	Annual					
IT System Interface(s) Integration	Annual					
Training	Annual					
Printing and Postage	145,000					
Warehousing	Annual					
	OTAL PRICE					

Cost Proposal (F) Site dress up and miscellaneous work: Respondent shall provide a cost proposal for site dress up and miscellaneous work. All replacement fittings listed in the table below refer to small meter replacements only (3/4"-1").

Table (F) Site Dress Up and Miscellaneous Work					
TOTAL ESTIMATED QUANTITY UNIT UNIT PRICE					
Replace Header Stop	N/A	Each			
Replace Service Coupling	N/A	Each			
Replace Quarter Bend Coupling	N/A	Each			

Continued, Table (F) Site Dress Up and Miscellaneous Work				
ITEM	TOTAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	
Replace Meter Yoke	N/A	Each		
Replace Three Part Union	N/A	Each		
Replace Street Ell	N/A	Each		
Replace Tee	N/A	Each		
Replace Reducer	N/A	Each		
Replace Nipple	N/A	Each		
Replace Bushing	N/A	Each		
Replace Curb Stop	N/A	Each		
Meter Can Raise to Grade	N/A	Each		
Meter Can Lower to Grade	N/A	Each		
Remove and Replace Meter Can	N/A	Each		
Replace Service Line 3/4"	N/A	Linear Foot		
Replace Service Line (1")	N/A	Linear Foot		
Replace Check Valve	N/A	Each		
Backfill and Dress Up (Greenspace Only)	N/A	Each		
Crew Worker Hourly Rate	N/A	per hour		
Project Manager Hourly Rate	N/A	per hour		
Superintendent Hourly Rate	N/A	per hour		

Cost Proposal (G) Alternate Bid Item - Service Line Inspections & AMR Meter Replacement work (C) with METER BOX REPLACEMENT (LABOR ONLY) OPTION: Respondent shall provide a cost proposal for the service line inspections, AMR meter replacement work done in conjunction with meter box replacements but should not include the cost of supplying meter boxes (either standard or traffic rated).

Table (G) Alternate Bid Item: Service Line Inspections, AMR Meter & Meter Box Replacement					
ITEM	TOTAL ESTIMATED QUANTITY	UNIT	UNIT PRICE	# YEARS	PRICE PER YEAR
Remove and Replace 5/8" Meter & Standard Meter Box	108,621	Each			
Remove and Replace 5/8" Meter & Traffic Rated Meter Box*	2,217	Each			
Remove and Replace 3/4" Meter & Standard Meter Box	19,940	Each			
Remove and Replace 3/4" Meter & Traffic Rated Meter Box*	407	Each			
Remove and Replace 1" Meter & Standard Meter Box	15,653	Each			
Remove and Replace 1" Meter & Traffic Rated Meter Box*	320	Each			
Service line inspection hardscape	5,784	Per Inspection Point			
Service line inspection in greenspace (98% of total inspections)	283,393	Per Inspection Point			

^{*}Total estimated quantity for traffic rated meter box replacements is based on 2% of total meter replacement for each 5/8", 3/4" and 1" meters as listed in Table B.

TOTAL PRICE

Annual Price Adjustment. The prices bid for any Supplies and/or Services shall not increase during the first year of the term of the Agreement. However, if You anticipate that You will not be able to maintain firm prices after the first year of the term, You may request an annual change in price using one of the following methods:

Signature:

Name Printed:

Title: ______

		le in price using one of the following methods:	na may reques
		The increase is limited to the change in the Consumer F from BLS Table 1* (web link below) from the prior year. Or the following fixed percentage:	Price Index %.
	*We	/eb Link: https://www.bls.gov/news.release/cpi.t01.htm	
	gener	I affirm that these prices are my formal offer and agree to ral contract terms and conditions as listed in Appendix A ir	
Company N	ame:	: Date:	

Insurance and Bonding Requirements

SELLER and its subcontractors shall obtain at SELLER'S expense and maintain for the duration of the Contract Agreement, including any renewal periods, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of or failure to perform the work hereunder by the SELLER, its agents, representatives, employees, or sub-contractors.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability, per occurrence	\$1,000,000.00
Commercial Auto Liability Insurance coverage	\$1,000,000.00
Errors and Omissions Coverage (Professional Liability Insurance)	\$1,000,000.00
Property Insurance to include stored equipment	(Replacement value)
Workers' Compensation	(Statutory limits)

SELLER shall defend, indemnify, and hold harmless the TMUA and/or City of Tulsa for all claims, direct or indirect, that are, or could be, asserted against the TMUA and/or City of Tulsa resulting from any work, services, actions, or inactions performed by SELLER in relation to the project. SELLER's contractual indemnification obligations shall be construed as broadly as permissible by Oklahoma law. All insurance coverage obtained by SELLER shall include contractual liability endorsements extending all of SELLER's insurance coverages to TMUA and/or City of Tulsa pursuant to the terms of the Agreement between TMUA and SELLER to cover SELLER's contractual indemnification obligations.

SELLER'S INSURER MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF OKLAHOMA.

You will have 10 days after notification that your Proposal was selected for contract award by TMUA to provide proof of such coverage by providing the assigned Project Buyer, shown in the "INSTRUCTIONS FOR SUBMITTING A PROPOSAL" section of this document, with a Certificate of Insurance. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address
- C. Policy number
- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer
- G. Invitation for Proposal number

The SELLER shall not cause any required insurance policy to be cancelled or to permit it to lapse. It is the responsibility of SELLER to notify TMUA of any change in coverage or insurer by providing TMUA with an updated Certificate of Liability Insurance. Failure of SELLER to comply with the insurance requirements herein may be deemed a breach of the Purchase Agreement. Further, a SELLER who fails to keep required insurance policies in effect may be deemed to be ineligible to bid on future projects, ineligible to respond to invitations for bid, and/or ineligible to engage in any new purchase agreements.

Bonding:			
Bid Bond Required:	Yes: ⊠	No: □	Amount: 20% of the bid price
Performance Bond:	Yes: ⊠	No: □	Amount: 100% of the award price
Federal Funding*: If the thick this purchase:	he box is che	ecked "Yes	," federal funding could be involved with
	Yes*:		lo: □

Performance Bond

The awarded proposer shall provide to the TMUA a surety and performance bond or cash, certified or cashier's check in the amount of (\$TBD) to protect TMUA and the City against loss due to the inability or refusal of proposer to perform under the management agreement. It is anticipated that the amount of the bond will be commensurate with the awarded proposer's maximum fee possible for a single year of the agreement.

Awarded proposer shall provide evidence of such bond yearly and prior to renewal.

^{*}Federal funding will not be utilized in the first year of contract work. Subsequent years may be partially funded through federal dollars and as such work performed in those years would be subject to federal spending requirements.

AFFIDAVIT

NON-COLLUSION, INTEREST, AND CLAIMANT

STATE	OF			
COUNT	Y OF)ss. <u>)</u>	
l,	(Seller's Auth	orized Agent)	, of lawfu	ul age, being first duly sworn, state that:
1.	existence of co	ollusion between and g to the giving or of	among Bidders ar fering of things of	purposes of certifying facts pertaining to the nd municipal officials or employees, as well as value to government personnel in return for resuant to the proposal to which this statement
2.	statement is at	e of the facts and cir ttached, and I have t ion of such Bid; and	cumstances surrou been personally an	unding the making of Seller's Bid to which this directly involved in the proceedings leading
3.	Neither the Sel a. b.	to any collusion a agreement to res to any collusion v price in the pros contract, nor in any discussion	among Bidders in re pond at a fixed prion with any municipal pective contract, cons between Bido	rection or control has been a party: estraint of freedom of competition by ce or to refrain from responding, official or employee as to quantity, quality, or or as to any other terms of such prospective ders and any municipal official concerning of value for special consideration in the letting
4.	or more in the further states the	Bidders business or hat the following office	such a percentage cers and/or employ	y or indirectly owns a five percent (5%) interest e that constitutes a controlling interest. Affiant rees of the City of Tulsa own an interest in the est, either direct or indirect.
5.	All invoices to b	oe submitted pursuar	nt to this agreemen	t with the City of Tulsa will be true and correct.
6.	plans, specifical states that (s)h of the City of Tother thing of pursuant to wh	ations, orders, reques e has made no paym Fulsa or of any public value to obtain payi	sts or contract furnition of the contract of the contract where the Coment of the invoice of the contract of t	completed or supplied in accordance with the ished or executed by the affiant. Affiant further ectly to any elected official, officer or employee city of Tulsa is a beneficiary, of money or any se or procure the contract or purchase order rther certifies that (s)he has complied with all hity.
			By:	Signature
Subscri	bed and sworn to	o before me this	day of	, 20
Notary	Public			-
My Cor	nmission Expires	S:		<u>-</u>
Notary	Commission Nur	mber:		_

The Affidavit must be signed by an Authorized Agent and notarized

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments and understand that such addenda or amendments are incorporated into the Proposal Packet and will become a part of any resulting contract. List Date and Title/Number of all addenda or amendments: (Write "None" if applicable). Sign Here ▶ Printed Name: Title:

Date:

APPENDIX A – TMUA's General Contract Terms

It is anticipated that the TMUA will enter into an Agreement with the selected Respondent for an initial term ending one (1) year from the date of its execution by the City of Tulsa's Mayor, with four (4) one-year renewals available at the option of the TMUA. Contracts entered into by the TMUA generally include, but are not limited to, the following terms:

- 1. Renewals. SELLER understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by TMUA of the Services set forth in this Agreement is subject to TMUA's needs and to TMUA's annual appropriation of sufficient funds in TMUA's fiscal year (July 1st to June 30th) in which such Services are purchased. In the event TMUA does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by TMUA.
- 2. No Indemnification or Arbitration by TMUA. SELLER understands and acknowledges that TMUA is a public trust. TMUA will not indemnify nor hold SELLER harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, SELLER shall not limit its liability to TMUA for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. TMUA reserves the right to pursue all legal and equitable remedies to which it may be entitled. TMUA will not agree to binding arbitration of any disputes.
- 3. Dispute Resolution. In the event of a dispute between the SELLER and the TMUA over the interpretation or application of the terms of this AGREEMENT, the matter shall be referred to the City's Director of Water and Sewer Department for resolution. If the Director of Water and Sewer Department is unable to resolve the dispute, the matter may, in the Director's discretion, be referred to the mayor for resolution. Regardless of these procedures, neither Party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.
- 4. Supplies Warranty. With respect to all Supplies to be delivered under this Agreement, SELLER warrants to TMUA that such Supplies will be of good materials and workmanship and free from defects and will conform to the Specifications provided by TMUA. In addition, SELLER shall assure that the Supplies purchased hereunder are covered by all available and applicable manufacturers' warranties for such Supplies and expressly agrees that it will be responsible for performing all warranty obligations set forth in the Specifications for the Supplies.
- 5. Services Warranty. With respect to all Services to be performed under this Agreement, SELLER warrants that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in accordance with the Specifications provided by TMUA.
- 6. Warranty Period. SELLER agrees that all warranties set forth herein will remain in effect for a period of one (1) year from the date TMUA accepts the Supplies and/or Services, or as specified in the Specifications, whichever is later. SELLER shall not disclaim or otherwise limit the express warranties set forth herein.
- 7. Warranty Remedies. City shall notify SELLER if any of the Supplies and/or Services fails to meet the warranties set forth above. If the failure is with Supplies, then SELLER shall promptly correct, repair or replace such Supplies at its sole expense and/or if the failure is with a Service, then SELLER shall promptly reperform such Service at SELLER'S sole expense.

Notwithstanding the foregoing, if City determines that such Supplies and/or Services are defective or non-conforming within the first thirty (30) days after the date of Acceptance by City, then SELLER at City's option shall refund the entire purchase price, and, in the case of Supplies, City shall promptly return such Supplies to SELLER. SELLER shall pay all expenses related to the return of such Supplies to SELLER.

- 8. Intellectual Property Indemnification by SELLER. SELLER agrees to indemnify, defend, and save harmless TMUA and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by SELLER hereunder. SELLER shall pay all royalties and charges incident to such patents, trademarks or copyrights.
- 9. General Liability and Indemnification. SELLER shall hold TMUA harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. SELLER must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. SELLER agrees to indemnify and hold the TMUA harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by SELLER or SELLERs under the scope of this Agreement.
- 10. **Liens.** Pursuant to the City of Tulsa's Charter (Art. XII, §5), no lien of any kind shall exist against any property of the City and/or TMUA.
- 11. **No Confidentiality.** SELLER understands and acknowledges that TMUA is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by SELLER pursuant to this Agreement that would be inconsistent with TMUA's compliance with its statutory requirements there under.
- 12. **Compliance with Laws.** SELLER shall be responsible for complying with all applicable federal, state and local laws. SELLER is responsible for any costs of such compliance. SELLER shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. SELLER certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
- 13. Right to Audit. The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by TMUA or its designees. SELLER shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
- 14. Governing Law and Venue. This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.

- 15. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
- 16. **Severability Provision**. If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
- 17. Termination. TMUA, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of TMUA. If TMUA terminates this Agreement, TMUA shall be liable only for payment for Supplies accepted and Services rendered prior to the effective date of termination. TMUA's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement
- 18. **Rejection, SELLER Bears Risk**. All Supplies and Services purchased in the Agreement are subject to approval by the City. Rejection of Supplies or Services, resulting because of nonconformity to the terms, conditions, and Specifications of this Agreement, whether held by the City or returned, will be at SELLER's risk and expense. SELLER shall bear the risk of loss or damage at all times until the Acceptance of the Supplies or Services by City.
- 19. Force Majeure. SELLER will not be responsible for delays in delivery of the Supplies or Services due to acts of God, government action or inaction, fire, war, or riot, provided SELLER notifies the TMUA immediately, in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery of the Supplies or Services will be extended for a period equal to the time lost due to the reason for delay.
- 20. Entire Agreement/No Assignment. This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the TMUA does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. SELLER may not assign this Agreement or use sub-SELLERs to provide the Goods and/or Services without TMUA's prior written consent. SELLER shall not be entitled to any claim for extras of any kind or nature.
- 21. **Equal Employment Opportunity.** SELLER shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

Attachment A

City of Tulsa Work Order and Management System Explanation - AMR
Meter/Service Line Investigation Work
(Descriptions / Screen Shots of Lucity Module)

Area #1:

Information on service to be Lead Inspected and/or AMR replacement. Assigned Employee: Allows contractor to assign to an employee.

Surface: Ground type of meter can. Can be change by the contractor. Must be verified by the Inspector.

Lead Service Already Inspected: Lead service inspection has already been done, so if checked do not work in Area #3.

AMR Meter Installed: AMR meter has already been installed, so if checked do not work in Area #4.

Area #2:

Note reason work could not be performed. (ie. Covered by vehicle, locked gate...) Problem: Check when the work cannot be performed, if checked do not work in Area #3 or Area #4.

Circumstance Reason: Must be filled in if Problem is checked. Details of situation.

Area #3:

Lead service investigation area.

Check if lead found: Must be checked if lead is found. Either City Side and/or Customer Side must have lead selected as a material. If checked do not work in Area #4.

City side: Material found on city side of meter. If lead is the material, then 'Check if Lead found' must be checked.

Customer side: Material found on customer side of meter. If lead is the material, then 'Check if Lead found' must be checked.

Area #4:

AMR replacement area.

Removed Meter Area: where the meter removed is listed and read.

Meter Pulled: Meter pulled. Read: Reading on meter pulled.

Installed Meter/AMR Area: List meter installed information.

Meter Installed: Contains a list of Mach 10 meters that have been checked out to

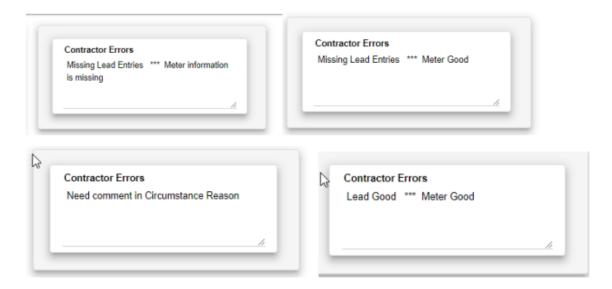
choose from.

AMR Installed: Enter AMR number on installed meter.

Read: Reading of installed meter

Area #5:

Errors that contractor must correct. (Checked by program)



Area #6:

Area to change status for routing of Workorder.

Status: Status of Workorder.

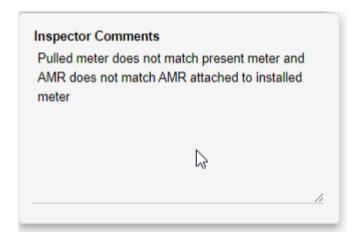
Start Date, Start Time: Starting date and time contractor started on this workorder.

Both fields can be filled in by hitting the space bar.

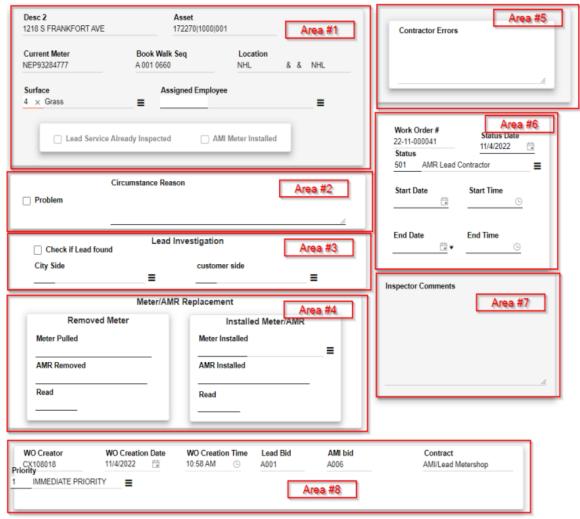
End Date, End Time: Ending date and time contractor completed the work. Both fields can be filled out by hitting the space bar.

Area #7:

Area containing information the Inspector must verify. (Program generated)



RFP 23-939 | Service Line Inspection, Automated Meter Reading (AMR) Installation and Replacement and Meter Box Replacement | Issue Date: 3/21/23.



Attachment B AMR Meter Map and Address List



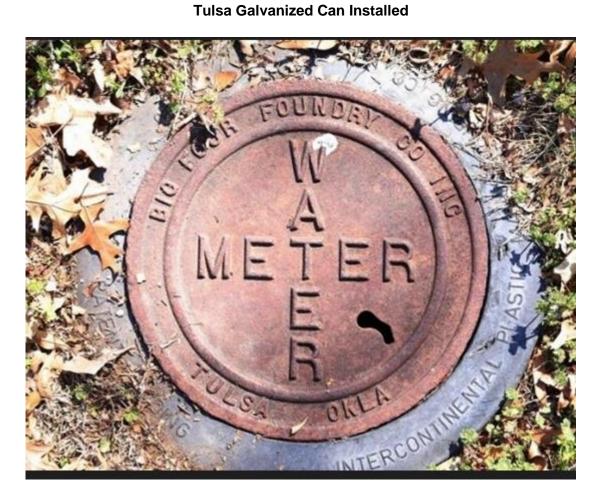
Meter/Meter Box Replacement List of Addresses

5016 S 189TH EAST	Γ AV 4904 S 189TH E	AST AV 19120 E 49TH	ST 5012
S 189TH EAST AV	18901 E 49TH ST	19115 E 49TH ST	5010 S
189TH EAST AV	18905 E 49TH ST	19116 E 49TH ST 50	06 S
189TH EAST AV	4819 S 189TH EAST AV	19111 E 49TH ST 50	002 S
189TH EAST AV	4821 S 189TH EAST AV	19104 E 49TH ST 189	902 E
50TH ST	4821 S 189TH EAST AV	4904 S 191ST EAST A'	V 18906 E
50TH ST	4825 S 189TH EAST AV	19112 E 49TH ST 1891	0 E 50TH
ST	18906 E 49TH ST	19107 E 49TH ST 19002 E 50	OTH ST
18910 E 49TH ST	19108 E 49TH ST 1	9006 E 50TH ST	18914
E 49TH ST	19103 E 49TH ST 19010 E	50TH ST 18	918 E
49TH ST	4816 S 191ST EAST AV 1901	4 E 50TH ST	18922 E
49TH ST	4812 S 191ST EAST AV		

19015 E 50TH ST	18926 E 49TH ST	4808 S 191ST EAST AV
19009 E 50TH ST	4814 S 190TH EAST AV	4804 S 191ST EAST AV
19005 E 50TH ST	4810 S 190TH EAST AV	4815 S 190TH EAST AV

19001 E 50TH ST 18911 E 50TH ST 18907 E 50TH ST 18901 E 50TH ST 4938 S 189TH EAST AV 4934 S 189TH EAST AV 4930 S 189TH EAST AV 4926 S 189TH EAST AV 18902 E 49TH PL	4806 S 190TH EAST AV 4802 S 190TH EAST AV 19001 E 48TH PL 19005 E 48TH PL 19009 E 48TH PL 19103 E 48TH PL 19109 E 48TH PL 19110 E 48TH PL 19116 E 48TH PL	4901 S 190TH EAST AV 4905 S 190TH EAST AV 4909 S 190TH EAST AV 4913 S 190TH EAST AV 4917 S 190TH EAST AV 4921 S 190TH EAST AV 4925 S 190TH EAST AV 4929 S 190TH EAST AV
18906 E 49TH PL	19115 E 48TH PL	4939 S 190TH EAST AV
18910 E 49TH PL	19121 E 48TH PL	5001 S 190TH EAST AV
18914 E 49TH PL	19122 E 48TH PL	5005 S 190TH EAST AV
18918 E 49TH PL	19128 E 48TH PL	5009 S 190TH EAST AV
18922 E 49TH PL	19127 E 48TH PL	5013 S 190TH EAST AV
18926 E 49TH PL	19134 E 48TH PL	
19013 E 50TH PL	18925 E 49TH PL	19133 E 48TH PL
5017 S 190TH EAST AV	18921 E 49TH PL	19203 E 48 TH PL
5021 S 190TH EAST AV	18917 E 49TH PL	19209 E 48TH PL
5025 S 190TH EAST AV	18913 E 49TH PL	19215 E 48TH PL
19010 E 50TH PL	18909 E 49TH PL	4732 S 193RD EAST AV
19014 E 50TH PL	18905 E 49TH PL	4803 S 192ND EAST AV
19006 E 50TH PL	18901 E 49TH PL	4807 S 192ND EAST AV
19021 E 51ST ST	4924 S 189TH EAST AV	4811 S 192ND EAST AV
4920 S 189TH EAST AV	4903 S 192ND EAST AV	4916 S 189TH EAST AV
4907 S 192ND EAST AV	4912 S 189TH EAST AV	19128 E 49TH ST
18902 E 49TH ST 19124 E 49TH ST	19119 E 49TH ST	4908 S 189TH EAST AV

Attachment C



Attachment D

Tulsa Galvanized Can Inside



Attachment E Tulsa Galvanized Can Excavated



Attachment F

HDPE Box Installation



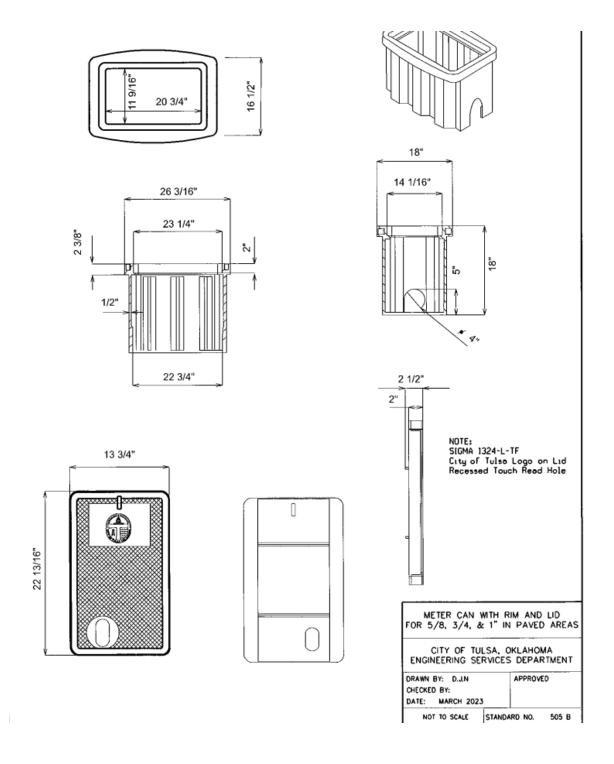
Attachment G

HDPE Box Installed

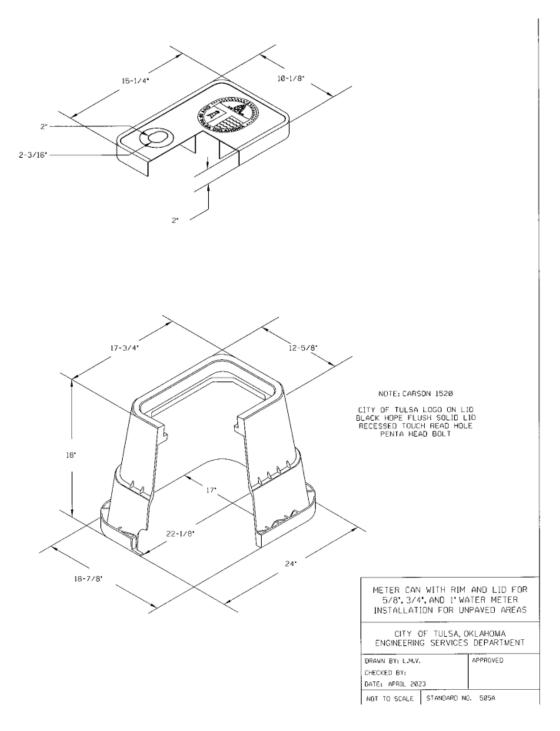


ATTACHMENT H

METER BOX SPECIFICATIONS



RFP 23-939 | Service Line Inspection, Automated Meter Reading (AMR) Installation and Replacement and Meter Box Replacement | Issue Date: 3/21/23.



Respondent Checklist

Use this checklist to ensure You have properly read and completed all documents listed below. This document (the RFP) contains all the following materials, which must be completed and returned to the City of Tulsa Clerk's Office. We recommend You include this checklist with your Proposal.

Proposer's Name:

Additional Information (Optional)

RESPONDENT CHECKLIST	
RESPONDENT DOCUMENTS	INCLUDED?
Cover Letter	
Proposal Narrative	
Respondent Information Sheet (required form)	
Price Sheet Summary (required form)	
Insurance Requirements	
Bond Requirements	
Affidavit (Non-Collusion and Interest) (required form)	
Acknowledgement of Receipt of Addenda / Addendum	
TMUA General Contract Terms	

PACKING LABEL

Top Left Corner of Label

FROM: [Name]
[Respondent's legal name]
[Street Address]
[City, State, Zip Code]

FROM:

City of Tulsa - City Clerk's Office

175 East 2nd Street, Suite 260 Tulsa, OK, 74103

Respondent Submission For:

RFP# 23-939

RFP DESCRIPTION: Service Line Inspection, Automated Meter Reading (AMR) Installation and Replacement and Meter Box Replacement

This label ensures that Your proposal will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the RFP number). Proposals must be sealed and either mailed or delivered to the City Clerk's Office. Proposals must also be received no later than 5:00 PM (CST) on date listed on the first page of the RFP.