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Request for Proposal

**KUB UTILITY METER READING,  
METER SERVICES, AND NOTICE  
DELIVERY**

**FOR**

**KNOXVILLE UTILITIES BOARD  
Knoxville, Tennessee**

**Control No: 1201**

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Prepared by:

**KNOXVILLE UTILITIES BOARD  
4505 MIDDLEBROOK PIKE  
KNOXVILLE, TN 37921**



**Know what's below.  
Call before you dig.**

KUB Contract Services  
By: Rebekah Taylor  
Title: Contracts Specialist  
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May 2018

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**Electricity   Water   Waste Water   Gas**

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## **1 Client Overview**

### **1.1 Overview of RFP**

The Knoxville Utilities Board (KUB), created and existing by virtue of the Charter of the City of Knoxville, Tennessee, a municipality existing under the laws of the State of Tennessee, invites all interested and qualified Contractors to submit proposals for evaluation in response to KUB's Request for Proposal for its utility meter reading services, contract meter services, and/or notice delivery that meet KUB's requirements and specifications outlined in this document. Evaluation and award, if any, of the contract will be contingent upon the responses in the submitted proposals.

#### **The proposed schedule for this Project is as follows:**

- A. Proposal documents available on May 9, 2018.
- B. Mandatory pre-proposal meeting at 10:00AM on May 22, 2018, KUB Corporate Services Training Room A at the KUB Hoskins Operations Center, 4505 Middlebrook Pike.
- C. Cut off for questions at 2:00PM on May 29, 2018.
- D. Issue addendum if required by 5:00PM on May 31, 2018.
- E. Acknowledge receipt of proposals and read aloud Proposal Contractor Cover Sheet information at **2:00PM on June 5, 2018**.
- F. Evaluate Proposals from June 5, 2018 through June 12, 2018.
- G. Make Award(s) on or about June 12, 2018.
- H. Contracts Finalized on or about July 16, 2018.
- I. Notice to Proceed on or before September 1, 2018.

### **1.2 Primary Objectives & Scope of RFP**

KUB began a full deployment of advanced meters in July 2016. This is a four (4) year deployment that involves exchanging or upgrading all KUB billing meters to Advanced Metering Infrastructure (AMI). While this RFP includes traditional Meter Service and Customer Notice work, it is also seeking a partner that can meet the challenge of obtaining a high level of manual meter reading during the short transition period. Over the course of 19 months, the number of meters to be read monthly will be reduced from ~211k to ~3,500.

KUB is seeking proposals for its 1. Utility meter reading, 2. Contract meter services, and 3. Notice delivery from qualified Contractors with a minimum of three (3) years experience in meter services.

The **meter reading** services not only include the actual reading of any of the four (4) types of meters (electric, water, wastewater and gas) but also the reporting of any inconsistencies with these meters and the performance of surveys at such sites.

The contract **meter services** include meter reading services, field surveys, field services, meter installations, meter removals, transfer readings, and connection\disconnection of services at the meter.

The **notice delivery** is the process of leaving a door hanger at a specific premise for the purpose of, but not limited to, intent to disconnect service for nonpayment.

Companies bidding on service work will be required to bid on notice delivery.

The key to the success of this contract is communication and collaboration between KUB and the Contractor. The successful Contractor must be committed to a close working relationship with KUB.

The contract will be for an initial term of two (2) years with a starting date of September 1, 2018 and an ending date of August 31, 2020. At KUB's sole discretion, and subject to the terms and conditions of the Agreement, there will be up to three (3) one-year renewal options, for a maximum term of five (5) years.

\*\*\*\*\* **IMPORTANT** \*\*\*\*\*

### **1.3 Time and Date for Submitting Proposals**

Each Proposer shall respond to this RFP on or before the time and date indicated on the Request for Proposal cover sheet. At that time only the names of the Proposers responding to this RFP will be read aloud. Proposals will not be made available for public inspection until after the RFP process is completed and a purchase order has been issued. The Proposal shall be delivered in one of two ways: in-person or by mail to the address listed below. No E-mails will be accepted.

Knoxville Utilities Board  
Procurement Department \*\*\* Bid Room\*\*\*  
4505 Middlebrook Pike  
Knoxville, TN 37921-5599

The outside of the sealed box/container/ envelopes containing the proposal shall be marked as follows:

Proposal: **Utility Meter Reading, Meter Services, and Notice Delivery**  
Control No. **1201**  
Due on: **June 5, 2018, at 2:00PM EST.**

## **2 General RFP Information**

### **2.1 General Information**

**KUB looks at this work as three components: Meter Reading, Meter Services, and Notice Delivery. KUB may select one successful bidder for all components or may award them separately. KUB reserves the right to reject any and all proposals submitted and to evaluate and accept any proposal, which in KUB's sole opinion, offers the most acceptable services to KUB.**

**All questions** concerning this RFP should be directed to:

Rebekah Taylor  
KUB Procurement Department  
Phone: 865.558.2307  
Fax: 865.558.2472  
E-Mail: Rebekah.Taylor@kub.org

The Knoxville Utilities Board specifically requires that no contact concerning this RFP be made with any other KUB personnel or others involved in the selection process until the selection process has been completed. Failure to honor this requirement will be viewed negatively in the selection process and may result in the **disqualification** of the bidder's proposal.

## **2.2 Proposal Information**

Any and/or all information provided by the Contractor, its references, and/or internal documentation will be used in the evaluation of the proposal to determine which proposal is in the best interest of KUB.

**Bidders may add pages to the proposal to describe other features that are not specifically requested in this RFP. The bidder's response to this proposal shall become a binding portion of the contract documents.**

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

All proposals become the property of KUB and, after selection of a successful service provider for the contract, become subject to the Tennessee Public Records Act. In the event KUB shall award a contract to a bidder and subsequently determines that said bidder will be unable to perform the contract, KUB reserves the right to terminate the contract and award a separate contract to the next best service provider without being required to re-advertise the RFP.

## **2.3 Proposal Content and Organization**

Vendor proposals should be divided into the following sections:

<b><u>Section</u></b>	<b><u>Contents</u></b>
Cover	Proposal cover to have “Utility Meter Reading, Meter Services, and Notice Delivery” and Vendor’s company name printed on it.
1.	Cover Letter
2.	Executive Summary
3.	Vendor Background and Relevant Experience
4.	Subcontractor Qualifications (if applicable)
5.	Vendor Questionnaires <ul style="list-style-type: none"> <li>A. General Vendor Information Questionnaire</li> <li>B. Evaluation Questionnaire</li> <li>C. Meter Reading Pricing Questionnaire</li> <li>D. Meter Services Pricing Questionnaire</li> <li>E. Notice Delivery Questionnaire</li> </ul>
6.	Project Approach and Methodology
7.	Attachments <ul style="list-style-type: none"> <li>A. Meter Reading Client List</li> <li>B. Meter Services Client List</li> <li>C. Notice Delivery Client List</li> <li>D. Audited Financial Statements</li> <li>E. 2012 OSHA Form 300A Summary of Work-Related Injuries and Illnesses</li> <li>F. Safety and Health Policies</li> <li>G. Drug and Alcohol Policy</li> <li>H. Background Check Report</li> </ul>
8.	Section 00482 Non Collusion Affidavit
9.	Section 00484 Tennessee Drug Free Workplace Affidavit
10.	Verification of Proposer’s Corporate Authority and Corporate Seal

## **2.4 Additional Information for the Vendor**

A copy of KUB’s Sample Agreement has been included in this RFP as 00515: KUB Standard Contract. Please note: This contract will be used as a basis for all contract negotiations.

The awarded Contractor shall provide Section 00611 Performance Bond and Section 00621 Payment Bond each in the amount of \$300,000.00 to Owner prior to the execution of the Agreement. The initial bonds shall cover the first (2) two-year term of the contract and shall be replaced, without interruption or lapse for each, if any, succeeding annual renewal of the Agreement.

### **Cover Letter Description**

The cover letter must be printed on the vendor’s company letterhead and signed by an officer authorized to bind the vendor contractually. The person signing the cover letter is assumed to be the vendor’s principal point of contact for RFP response, unless otherwise identified in the cover letter. The letter must also certify the accuracy of all information in the vendor’s proposal.

### **Executive Summary Description**

The executive summary should provide a high-level summary of the most important aspects of the proposal, including a concise description of the proposed service(s) and cost.

**Vendor Background and Relevant Experience**

Vendor's response should include an organizational write-up, which should provide some background on the organization as a whole and not be longer than five (5) pages. The remainder of this section should concentrate on the vendor's experience with Meter Reading, Meter Services, and Notice Delivery work in the electric, water, and gas utility industries.

**Subcontractors' Qualifications**

Vendor will provide information on subcontractors to be used for any applicable service work. Information will include qualifications in terms of years in business, experience, number of technicians, and average years of technicians' experience.

**Attachments to Vendor Proposal**

The expected content and form of these attachments are explained through this RFP.



## **3 RFP Scope and Definitions**

### **3.1 Overall Scope of RFP**

See section **1.2 Primary Objectives & Scope of RFP** on page four (4) of this document for the general parameters and high-level definitions already established for the three separate components.

### **3.2 Meter Reading Definitions**

**Meter Reading Services** - Meter Reading services not only include the actual reading of any of the four (4) types of meters (electric, water, wastewater and gas) and collection of mobile reads but also the reporting of any inconsistencies with these meters and the performance of surveys at such sites.

This service requires comments be entered in the handheld meter reading device about any potential hazard, meter damage, possible tampering, or observation to explain any unusual consumption pattern, such as a house for sale, natural gas odor, or water leaking in a water well, and supplies used such as meter seals.

The current system used to record meter reading data is the ITRON Field Collection System (FCS), and the handheld device used in the field is the FS300SR. KUB reserves the right to change this system at any time. The following are definitions used by this system:

**Active with No Consumption** – Accounts that have an active service agreement but have zero consumption for the month.

**Bill Window** – The amount of time available to create a customer bill, from reading of the meter to bill creation. The bill window is three (3) days on all accounts except those billed in the Industrial routes.

**Hi-Lo Failure** – A reading that is outside the projected range of a meter read. This read could be high or low.

**Inactive with Usage** – Accounts that are out of service but the meters are registering consumption.

**Interval Read** – Read for a meter that stores multiple readings for each billing period. All reads are required and must be obtained via optical probe or like device. These reads will be separate from other meter reads and uploaded into a different software application. These are small in number, approximately 300 per month, and do not require reading on all days in a monthly cycle.

**Mobile Routes** – A route where reads are obtained via a mobile collector.

**Off-Site Meter Reading (OMR) within Radio Frequency (RF) Range** – Automated reads obtained via RF by a meter reader using a standard handheld device fitted with a radio receiver that is also used to manually key in meter reads.

**Projected Reads** – Reads for which the current read is computer generated.

**Re-reads or Can't Reads** – Reads that require a second trip back to the meter on the day after its scheduled read date. If the reader is unable to obtain a read on day one of the Bill Window (which spans the first day the meter is scheduled to be read through the next two scheduled working days), an order will be generated to go back for a second or third day.

**Survey** – A survey may be performed on assets in the field, such as checking the severity of corrosion on gas service connections, meter seal conditions, the presence of lock-bands, or the badge number of street lights at a premise, while reading meters in a meter route and entering the data into a handheld meter reading device. This activity does not involve interviewing customers.

### 3.3 Meter Service Definitions

The current system used to record Meter Service work is FieldWork, and the devices used with this application may include: Trimble Nomad, iPad, or cell phones. KUB reserves the right to change this system at any time. All orders will be referred to as field activities. A Field Activity should be completed by entering work performed and comments of equipment used, plus situations found to be out of the ordinary.

**Meter Services**, includes meter installation, exchange, and/or retrofitting electric, water, or gas meters within the KUB system, as well as working on starts, stops, reads, out and registering, nonpayment disconnects (SONP), reconnections, off/on repairs, and miscellaneous orders. The following are Meter Service order types:

**3-Day NOTC** – In the process of working a “Stop” order on a landlord account, a tenant may request time to have the service started in his/her name.

- Serviceman leaves a notice with the customer and alerts dispatchers.
- Only the KUB office can generate this order. If a serviceman sees a need for this Field Activity type, he/she must request it from the office.

**Check and/or special readings** – Meters that are read, but not as a part of that day's scheduled meter route.

**Check Reads** – Reads requested by KUB/Customer for the purpose of making a billing correction.

**Field Checks** – Check reads that require a field inspection by KUB Meter Services personnel.

**FWS** – FieldWork System is the enterprise application used for dispatching, completing and reviewing field service orders.

**Gas Start** – The start of gas service per customer request at the appropriate service location.

- This may require lighting pilot lights.
- Only Operator Qualified (OQ) certified individuals are permitted to perform this task. Currently only KUB employees perform gas starts, but these orders could possibly be transitioned to Contractors in the future.

**Inactive with Usage** – Out of service accounts on which premise meters are registering consumption. These are worked the same as a “Stop” order, with the exception that if the building is occupied, the serviceman may leave a 5 p.m. notice (door hanger) to sign for service, if requested by the occupant.

**M-CHECK & MISCRQ (Miscellaneous Request)** – These Field Activities are used when other Field Activities/Field Orders are not appropriate.

**Meter Installation** – Installation of a meter at the request of KUB.

**NOTC (Notice)** – A door hanger/notice informing the customer of KUB’s intent to disconnect service or notify customer of other impending events.

- Serviceman leaves a door hanger on front door.
- Notices are typically worked within 5-7 days.

**Off for repair** – An emergency request to temporarily turn off a water service so the customer can make needed repairs.

**Open water** – A condition discovered in the field by a serviceman attempting to complete a Start or Reconnection order on a water meter service. The open condition is best described as continual meter movement following connection, which is an indication that water is running in the house or building.

**Read** – A meter read and recording only (no Stop or Start) of electric/water/gas service(s), per customer request at the appropriate service location.

**Reconnect** – Service(s) previously disconnected for nonpayment are reconnected at the appropriate service location when instructed to do so by KUB. This is worked the same as a “Start” order.

**SONP (Shut off for nonpayment)** – The disconnection of electric (3-phase currently worked by KUB personnel)/water/gas service(s) as a result of nonpayment of the bill by a customer (i.e., nonpayment); these are typically worked within 3-5 days.

- As a rule, the electric meter will be worked first; five working days later the remaining services will be shut off. Electric meters (in most cases) are worked the same as a Stop order.
- In some cases, if there is no electric service, this may apply to a water or gas meter.
- Service is temporarily disconnected - the KUB customer account is still active.
- Water meter will be shut off and locked or sealed.

- Gas will be shut off and pinned using a KUB approved locking device.

**SONPRC (Shut off for nonpayment recheck)** – The verification that a previously stopped service is still off, and if not, authorization for the serviceman to disconnect the service. This can apply to any and all meter types.

**Special Reads** – Reads that are requested off-cycle for the purpose of determining special billing questions, not “reading” questions.

**Start** – The start of electric/water service(s) per customer request at the appropriate service location. Currently only KUB employees work starts on 3-phase meters.

- **Electric** meter is removed from socket. The line side is tested with a volt meter to determine if meter center is energized. Boots are then removed from meter and the meter is replaced in the socket, banded, and sealed.

During the transition to advance meters, deployment ends in 2020, some electric meter service start orders will involve exchanging an electric meter or operating the service switch inside the meter. These meters will not involve removing or installing boots.

- **Water** meter is turned on in the well via a 90-degree valve. If the water continues to run, indicating an “open” condition, then the meter will not pack. The meters (both electric and water) are left off, and the customer is notified, either in person or by a door hanger left by the serviceman. Dispatcher is notified of the condition.

**Stop** – The discontinuation of electric/water/gas service(s) per customer request at the appropriate service location.

- **Electric** meter is removed from socket and booted on load side. Meter is replaced in the socket, banded, and sealed. Reading is then entered into FieldWork System.

During the transition to advance meters, deployment ends in 2020, some electric meter service stop orders will involve exchanging an electric meter or operating the service switch inside the meter. These meters will not involve removing or installing boots.

- **Water** meter is turned off in the meter well. Reading is then entered into FieldWork System.
- **Gas** meter is turned off at the meter and pinned. Reading is then entered into FieldWork System.

**Transfer Order** – Meter is read, and the readings are entered in the FieldWork System. No physical activity to the meter is required on this order.

### 3.4 Notice Delivery Definitions

**Notice Delivery** – A door hanger is placed on the front door at a specific premise. The Service Technician will be required to verify the meter number at each premise in order to ensure he/she is at the correct location. The purpose of KUB notices is to provide customers with information on many varied topics specific to their buildings/neighborhoods. Listed below are two actual notice order types. However, other types could be added at any time:

**3-Day NOTC** – In the process of working a Stop order on a landlord account, a tenant may request time to have the service started in his/her name.

- Serviceman leaves a notice with the customer and alerts dispatchers.
- Only the KUB office can generate this order. If a serviceman sees a need for this Field Activity type, he/she must request it from the office.

**NOTC (Notice)** – A door hanger/notice informing the customer of KUB's intent to disconnect service or of other pending events.

- Serviceman leaves a door hanger on the front door.
- Notices are worked within 5-7 business days

## **4 Facts, Requirements, and Expectations**

### **4.1 Facts, Requirements, and Expectations Common to all Three Services: Meter Reading, Meter Services, and Notice Delivery**

#### **Facts**

1. The work area is the entire KUB system, which is approximately 750 square miles. See Appendix A for a map of the KUB Service Territory by Service Area.
2. Any and all management, supervisors and dispatchers needed to perform the daily work associated with this RFP are required to be staffed on-site at KUB.
3. If KUB learns that private work is solicited or performed by the Contractor's employees, including the Contractor's working foreman or supervisor, while on KUB assignments, KUB has the right to terminate the contract with cause and without penalty to KUB.
4. Personal vehicles are NOT to be used when performing any task associated with the performance of this contract.
5. KUB reserves the right to prohibit a particular employee of the Contractor from entering its premises with or without cause.
6. KUB does not have, or hereby assume, any duty or responsibility to any person or persons whomsoever respecting the selection of any equipment, or for examining, testing or inspecting any equipment used by the Contractor for its suitability, condition, or for any other reason. All such duties and responsibilities will remain with the Contractor.
7. The Meter Services supervisor or representative may schedule or make substitutions of daily work assignments. It is expressly understood that the necessity of such work assignment changes is left to the sole judgment and discretion of KUB.
8. KUB reserves the right to inspect or monitor any or all work performed by the Contractor.
9. KUB will maintain records for continuous evaluation.
10. In the event of any injury or accident in connection with the performance of work assignments, Contractor will immediately notify KUB's Meter Services supervisor or representative with all the known facts concerning the incident.
  - a. KUB does not have, or hereby assume, any duty or responsibility relating to injuries or motor vehicle accidents involving the Contractor and/or any of the Contractor's employees.
  - b. All such duties and responsibilities will remain with the Contractor.

## Requirements

1. KUB requires that all vendors proposing/bidding on this RFP must submit a bid proposal on all three (3) of the following RFP components: Meter Reading, Meter Service, and Notice Delivery.
2. Contractor will be responsible for the proper use and care of any equipment issued by KUB.
3. Contractor will promptly pay for any lost or damaged KUB equipment. KUB retains the option to bill the Contractor or deduct from such funds otherwise due the Contractor for services rendered.
4. Contractor is responsible for ensuring and documenting that its employees receive proper training to safely perform the work required under this contract.
5. Contractor is responsible for having sufficiently trained staff on each crew to ensure that the work is performed in a safe, professional manner and completed in a timely manner.
6. Contractor shall have the personnel and equipment sufficient to fulfill its obligations under this contract.
7. Contractor will provide, at its expense, any and all required and appropriate vehicles.
  - a. All vehicles shall be well marked and permanently identified with the Contractor's company truck number and the company insignia and/or name, designating the vehicles as property of the Contractor and with the wording "KUB Contractor."
  - b. Magnetic signs are not acceptable for identifying company or working as a Contractor for KUB.
8. Contractor shall take all necessary actions to safeguard customer information and will consider it confidential. It shall not be disclosed to anyone other than KUB.
9. Contract employee or agent will represent his/her employer and KUB to the public in a professional and caring manner at all times.
  - a. The Contractor will make every reasonable effort to maintain goodwill between KUB, its customers, and the general public.
  - b. Contractor and its employees must be capable of interacting tactfully with KUB customers and employees.
10. Contractor and its employees must be capable of operating a vehicle safely in all sections of the KUB service area.
11. Contractor must, at its own expense, conduct thorough background checks that meet KUB standards on any and all of the Contractor's personnel who will be working in any capacity on KUB's account.

- a. KUB reserves the right to audit these background checks at any time.
  - b. In addition, KUB reserves the right to conduct its own background checks at any time, at its own cost, without releasing the Contractor's obligation to conduct background checks.
12. Contractor is responsible for the safety of its employees and for equipping them with any and all equipment that the Contractor deems necessary for the appropriate, safe, and professional execution of the assigned work.
13. Contractor is responsible for ensuring that its employees comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations, including but not limited to TOSHA, OQ operator qualifications, workers' compensation laws, fair employment laws, immigration laws, etc. Contractor understands that the Contractor's noncompliance with any law, statute, or regulation shall be grounds for immediate contract termination.
14. Contractor is responsible for ensuring that its employees have valid Tennessee driver's licenses.
15. Contractor shall provide KUB with copies of its drug and alcohol policies. (Please include this in your proposal as Attachment G: refer to section [2.2 Proposal Information](#))
- a. Contractor is solely responsible for its employees' compliance with these policies.
  - b. In no event shall a Contractor's employee work on a KUB assignment if said employee has violated the Contractor's drug and/or alcohol policy within the past 12 months.
  - c. Contractor is responsible for monitoring and ensuring that none of its employees assigned to KUB's account have been convicted of a DUI/DWI offense within the previous five (5) years.
  - d. Contractor is responsible for immediate notification to KUB's Meter Services supervisor or representative in the event one of its employees assigned to KUB's account has been convicted of a DUI/DWI offense.
16. Contractor will be responsible for investigating any claim of damage to person or property and working out an acceptable solution to all parties: customer, KUB, and Contractor. All claims shall be responded to within 48 hours of contractor being made aware of the claim. Claims should be resolved within 30 days from the date the claim was received.
- a. All claims shall be responded to within 48 hours of notification from either the customer or KUB. If not responded to within 48 hours, KUB reserves the right to complete repairs and subtract the cost from the repairs from the monies owed to the contractor.
  - b. Contractor will agree to be bound by any such settlement and shall take, at its sole expense, all actions necessary to implement any such settlement as quickly as possible.
  - c. KUB must approve any and all contract representatives that respond to the claim and thus, interacts with the customer.



### **Expectations**

1. Contractor will arrange work assignments.
2. Contractor will maintain acceptable levels of a trained workforce.
3. Contractor will provide reporting as requested by KUB.
4. Contractor's working foreman or supervisor will be expected to meet with KUB meter services staff as needed, and Contractor will work in conjunction with KUB's Meter Services supervisor.
5. Contractor shall immediately notify KUB of any hazardous or irregular situations observed on KUB's system, including, but not limited to, equipment, facility malfunctions, and actual or potential safety problems (i.e., broken meter wells, loose meter covers, broken glass on meter, leaks, etc.).
6. Contractor will give KUB full cooperation on the date requested for any emergency situations during and after natural disasters such as ice storms, tornadoes, etc. Contractor may be asked to provide additional employees if the event is severe and/or for a long duration.

## **4.2 Requirements and Expectations Common to both Meter Reading and Meter Services**

### **Requirements and Expectations**

1. Contractor's working foreman or supervisor will be available to the KUB Meter Services staff during regular work hours (Monday–Friday, excluding KUB holidays).
2. Contractor's employees should report any inconsistencies observed while performing their daily tasks. These inconsistencies could include, but are not limited to:
  - a. Meters located in the field not appearing on the handheld device to be read
  - b. Leaks, including sewage, water, or smell of natural gas
  - c. Malfunctioning, damaged, or tampered equipment
  - d. Vacant or for-sale buildings
  - e. A different meter configuration than that which appears on the handheld device.
  - f. This would also include comments made on read failures in order to explain unusual usage patterns, such as vacant houses or watering new lawns.
3. Contractor will monitor work during the day and adjust assignments as needed to complete work in a timely and efficient manner.

4. Contractor will assist KUB on any customer questions or complaints.
5. Contractor will complete all assignments on the scheduled date requested and return all meter reading data, in the format prescribed by KUB, to KUB's Meter Services staff no later than the scheduled date requested.
6. In some cases, in which agreements between KUB and some KUB customers restrict access to meters, the Contractor will:
  - a. Ensure the security of keys or combinations
  - b. Be expected to maintain basic service area keys required to access meters locked in meter rooms where there is frequent activity. Keys should be available to all Contractor employees at any time.
  - c. Ensure that the security of the restricted areas is maintained.
  - d. Immediately report any breach of security of those areas to the KUB Meter Services supervisor or representative.
  - e. Provide training, with KUB's assistance, on how to detect and report diversion of electric, water, and gas utilities.
  - f. Report any diversions of electric, water, and gas utilities.
  - g. Shall not disclose any information relating to any investigation, intervention, or resolution of the case to anyone except the Contractor's supervisor and the KUB Meter Services supervisor or representative.
  - h. Maintain confidentiality of the procedures or means by which diversion can be detected. Any procedures or means by which diversion can be detected shall not be discussed outside either the KUB required work assignments or the Contractor training procedures.
7. Contractor's employees shall be available on all regular KUB workdays (Monday-Friday), but shall observe all KUB holidays.
  - a. KUB reserves the right to request that the Contractor make its employees available for Saturdays and KUB holidays. Saturday workdays are used very sparingly (on average, 3-5 times per year, usually in the winter months).
  - b. Weather should not delay the completion of services unless it is with the knowledge and consent of the KUB Meter Services supervisor.

#### **4.3 Meter Reading: Additional Facts, Requirements, and Expectations Specific to Meter Reading**

##### **Facts**

1. The Meter Reading system reads meters on a 21- business day cycle.
2. KUB's customer billing cycle may be adjusted from time to time, requiring a skipped workday without meters being read. This is done to realign the meter reading schedule and used one to three times per year, on average. There will be no compensation for scheduled skip days or for days when the weather does not allow meters to be read or orders to be worked.

3. KUB may, at its sole discretion, decide to project meter consumption for emergencies.
4. KUB reserves the right to change the method of gathering and entering meter readings and/or data. If necessary, the Contractor shall, at its expense, retrain its employees to permit the efficient use of the new method. At the present time, the meter readers are using the ITRON FC300SR handheld devices.
5. KUB reserves the right to prohibit a particular employee of the Contractor from working a given meter route.
  - a. KUB reserves the right to penalize the Contractor, including but not limited to, contract termination, if, after KUB prohibits a particular employee from entering its premises, the Contractor continues to provide employee tasks to perform in the KUB area.
6. Meters read shall be electric, water, gas, and wastewater meters owned by KUB, secondary water meters, and a small number of water meters owned by another utility, where KUB bills wastewater based on water consumption registered on those meters.
7. All meters must be processed in the handheld device with either a "reading" or a "proper skip" code. Therefore, "misses" are unacceptable.
8. Contractor will be responsible for the proper care and safeguarding of all the equipment used in recording and reporting the readings. KUB may change or furnish other data entry equipment at any time. The current use of the ITRON FCF300SR handheld device is subject to change at the discretion of KUB.
9. KUB will provide the Meter Read software, handheld read devices, meter seals, and demand locks needed to perform the meter reading tasks.
10. Contractor will be required to provide other needed tools to perform meter reading tasks, such as flashlights, devices used to lift water lids, and transportation to and from routes.
11. Contractor will not re-route or substitute assignments without the knowledge and consent of the KUB Meter Services supervisor or representative. Meter reading routes may be changed or adjusted for efficiencies after a request is made to KUB's Meter Services supervisor or representative.
12. KUB will obtain all the necessary rights of access and meter reading privileges required for timely and accurate readings. It will be necessary and is acceptable for the contract employees to not only accept keys or combinations for access but also use such items during the completion of their assignments.
13. KUB reserves the right to monitor any or all Contractor employees for misreads and overall work performance.

## **Expectations**

1. KUB will provide the Contractor with the meter reading assignments as necessary.
2. While on KUB assignments, the Contractor's vehicles should show the appropriate, KUB approved, signage. Likewise, contractors should always be wearing the proper, KUB approved uniforms. Conversely, any contractor representatives not performing KUB assignments and/or not working within KUB's service territory should not be in vehicles displaying KUB signage nor should they be wearing KUB uniforms including displaying a KUB badge.
3. The expectation is every meter is read monthly within the scheduled window.
4. KUB has a three-day billing window. If Contractor's meter reader does not obtain a read on day one, the expectation is that he/she will make other attempts on day two and or three. Note: the contractor meter reader will only be able to enter meter readings in the Itron handheld on the first day of the bill window. The second and third days will require the use of a different handheld or will be completed on paper.
5. Contractor shall make every reasonable effort to create and build goodwill for KUB with KUB's customers. These efforts will be consistent with necessary and economical meter reading.
6. Contractor and its employees may be requested to perform atmospheric corrosion activities on KUB's natural gas risers and meters. Gas Meter Corrosion Testing Training will be provided by KUB for the Contractor's employees who are assigned to read meters and perform site surveys under this contract. The random drug and alcohol testing of these employees, required by the DOT, is the responsibility of the Contractor.
7. In rare instances KUB may determine the need for a Meter Read schedule to be altered because of weather or due cause on a short notice, requiring the Contractor to adjust read dates without additional cost to KUB other than work performed.

## Requirements

1. In consideration of KUB's customers, KUB requires that the work performed under this contract shall occur between the hours of 6:30 a.m. (but not before sunrise) and 5:00 p.m. (but not after sunset), Monday through Friday. Returning the route after 5:00 p.m., without due cause, can put nightly processing in jeopardy of running late overnight, causing overtime, which is subject to being billed to the Contractor. If reader is to work later than 5:00 p.m., it should be with the approval of the Meter Services supervisor or authorized KUB representative.
2. Inactive accounts with meters registering consumption should be checked for theft of service and/or tampering of the seal or band and reported by using the handheld meter-reading device.
3. Approximately three (3) to five (5) times per year, meters are read on Saturdays.
  - a. These are referred to as additional workdays, which are a result of the numerous holidays that fall between Thanksgiving and Martin Luther King Day. Contractor shall be paid at regular rate for these days.
  - b. In order to realign the schedule in spring and summer, meters will not be read during some workdays. These are referred to as "skip days" and are usually in direct correlation to the Saturdays worked the previous winter. Contractor receives no compensation for these days.
4. An authorized KUB representative shall provide a list of work that needs to be assigned for the current day. Contractor's working foreman or supervisor shall be responsible for distributing work, as assigned by KUB representatives, to meter readers.
5. Contractor shall advise KUB's authorized representative daily as to the location of all meter readers and Service personnel and the progress of the work assigned and provided daily. Schedule will have a place for individual route, person reading route, handheld assigned to route, equipment provided (such as route keys), and time the route was turned in to Meter Reading office.
6. All accessible meters must be read. This may require a same day or next day return trip to acquire the reading. Due diligence must be made by the contractor to obtain all readings. Meters that are stopped or out of service must be read as though they were active.
7. Contractor must post and provide written policies to its employees explaining that curb reading or estimating will result in immediate termination and that such practices could terminate the contract. Any evidence of curb reading will initiate an immediate review of the contract.
8. KUB, from time to time, may request a survey. A survey can be completed by entering requested information into a handheld reading device. Previous

examples of surveys performed in the past are: level of gas corrosion at the gas meter, if an electric meter has a lock or regular band, or if electric meter is installed in a metal cabinet or not.

9. Contractor shall provide its employees with standard, KUB-approved uniforms and KUB-provided identification.
  - a. Contractor shall require its employees to wear the supplied uniforms, at all times, while performing their assigned duties in performance of the contract.
  - b. Rain-gear, coats, and hats will be considered part of the uniform and should clearly display the name of the contract company.
  - c. The Contractor shall notify KUB, and KUB must approve any proposed changes to the standard uniforms and identification.
10. All keys loaned to Contractor by KUB for the purpose of access must be returned to a KUB meter services representative at the end of each working day. Contractor will be solely responsible and billed for any lost keys or access equipment and any loss or damage incurred to the property being accessed.
11. If any damage is done by the Contractor, its employees, or its agents to the property of others while working under this contract, the Contractor shall:
  - a. Immediately report any damage to KUB's Meter Service supervisor or representative.
  - b. Repair, restore, and correct any damages to the property of others, returning the property to the condition it was in before being damaged and in a manner satisfactory to the owner.
  - c. Pay all associated costs for any damages incurred in a timely manner.
  - d. In the event that a claim is not responded to within 48 hours of the contractor being made aware of such claim, KUB reserves the right to assume ownership of claim. In this event, all costs associated with satisfying claim will be paid by KUB and deducted from monies owed to the contractor.
  - e. Agree to be bound by any such settlement and shall take, at its sole expense, all actions necessary to implement any such settlement as quickly as possible
  - f. Indemnify and hold KUB harmless.
12. Contractor and its employees may be requested to perform atmospheric corrosion activities on KUB natural gas risers and meters.
  - a. KUB will provide Gas Meter Corrosion Testing Training for the Contractor's employees assigned to read meters and do site surveys under this contract.
  - b. The random drug and alcohol testing of these employees, required by the DOT, is the responsibility of the Contractor.
13. Contractor will be responsible for informing KUB of any misread, including "stump reading", that has been detected by any means.

14. On any and all complaints received by the Contractor, Contractor will be required to provide KUB with all associated information immediately.
15. All meter inspections will be reported to Meter Services in a timely manner and with the complete information requested.
16. If KUB incurs expenses to correct billing errors, the Contractor, at KUB's discretion, may be billed for those expenses.
  - a. Those expenses have been determined to be, at a minimum, of \$40.00 per occurrence.
  - b. If KUB's professional reputation and relationships are damaged, KUB may exercise that option as outlined in the Cancellation of Contract section.

#### **4.4 Meter Services: Additional Facts, Expectations, and Requirements Specific to Meter Services**

##### **Facts and Expectations**

1. The Service area is divided into 15 areas. Work can be combined, or split, as workload dictates.
2. Service orders may be dispatched any time between the hours of 7:00 a.m. and 9:00 p.m. After 4:00 p.m., only emergency and reconnection orders will be dispatched.
  - a. It is the responsibility of the Contractor to insure all same day orders dispatched to field personnel AFTER THE INITIAL MORNING DOWNLOAD are completed on the day assigned. All orders dispatched to the after-hours contract crew are expected to be completed prior to ending the shift for that day.
  - b. No service orders will be dispatched to Contractor employees after 9:00 p.m. without approval.
3. KUB reserves the right to change the method of gathering and entering meter readings and/or data. If necessary, the Contractor shall, at its expense, retrain its employees to permit the efficient use of the new method.
  - a. At the present time, field service employees are using FieldWork. The devices used with this application may include: Trimble Nomad, iPad, or cell phones.
  - b. Any equipment changes (mobile data terminal and radio), due to vehicle damage or loss of equipment or change of the vehicle, will be paid in full by the Contractor.
4. KUB does NOT guarantee the number of service orders to be assigned to the Contractor's employees.
5. Meter check readings for high bills or billing corrections dispatched from KUB's Phone Center will be considered "Field Service Orders." Any meter check

reading dispatched will not be paid if it is determined that the Contractor's employee made the misread.

6. All meters on any single account number will be considered one (1) stop regardless of whether the service is residential, commercial, or industrial.
7. While on KUB assignments, the Contractor's vehicles should show the appropriate, KUB approved, signage. Likewise, contractors should always be wearing the proper, KUB approved uniforms. Conversely, any contractor representatives not performing KUB assignments and/or not working within KUB's service territory should not be in vehicles displaying KUB signage nor should they be wearing KUB uniforms including displaying a KUB badge.
8. Contractor will maintain a properly trained Field Service dispatcher and backup on site.



## Requirements

1. Contractor and its employees must be capable of accurately entering data on a Trimble Nomad.
2. Contractor and its employees must be capable of performing any other duties related to usual and customary meter reading services and contract field services that are not specifically addressed earlier in this document.
3. In the event of a large influx of orders on any given day, Contractor's employees shall prioritize such orders in a manner compatible with KUB requirements.
4. Contractor's working foreman or supervisor is expected to work closely with KUB's Meters Department dispatchers to ensure orders are completed and that after-hours coverage is maintained.
5. Contractor will give KUB full cooperation on the date requested for any emergency situations during and after natural disasters such as ice storms, tornadoes, etc. Contractor may be asked to provide additional employees if the event is severe and/or for a long duration.
6. Contractor will provide a dispatcher on site for Service work who can dispatch daily work and ensure Field Activities are worked in a timely and efficient manner to meet required metrics.
7. The required metric (time to complete task) for Service field activities are as follows:

Field Activity Type	Expected Metric
Highbill reread	2 days
*Notices	10 days
*SONP	5 days
*SONPRC (recheck)	2 days
Reconnect	1 day
Read	2 days
Reread	2 days
Start	1 Day
Start/Stop (transfer)	1 day
Stop	2 days

Note: \*Metrics are measured as calendar days

**4.5 Notice Delivery – See 4.1, beginning on page 13, for the Facts, Expectations, and Requirements for Notice Delivery, which are common to all three components**

1. Notices should be left on the front door when at all possible. By federal law a door hanger cannot be left on or in a mailbox.
2. Payments will not be made for Notices left at the wrong address.
  - A penalty equal to 2 times the cost to work a particular Field Activity will be assessed against the Contractor for failure to properly complete an order, such as leaving a Notice at the wrong location or unauthorized location such as on a mailbox.
3. The required metric (time to complete task) for Notices is:

Field Activity Type	Expected Metric
Notices	10 days

#### 4.6 Estimated Number of Meter Reads for Initial Two (2) Years of Agreement

The table below shows the advanced meter deployment schedule for the remainder of the project. Please note that the last column “April Starting Count” lists the total meters to be read count for each of the 24 months for this contract term. The remaining information shows how many meters, by utility type, will be reduced from the monthly manual read total.

Row Labels	ELECTRIC	GAS	WASTEWTR	WATER	WWNOTKUB	Grand Total	April Starting Count
<b>2018</b>	<b>49044</b>	<b>19649</b>	<b>3</b>	<b>15390</b>	<b>406</b>	<b>84492</b>	<b>262,391</b>
Sep	8689	2849		1488	34	13060	<b>211,443</b>
Oct	6133	3142		3081	26	12382	<b>199,061</b>
Nov	4089	2094		3029	27	9239	<b>189,822</b>
Dec	5930	3521		2369	103	11923	<b>177,899</b>
<b>2019</b>	<b>70458</b>	<b>43547</b>	<b>6</b>	<b>25149</b>	<b>684</b>	<b>139844</b>	
Jan	5886	3322		1629	13	10850	<b>167,049</b>
Feb	4029	1838		3568	28	9463	<b>157,586</b>
Mar	4503	2205		2971	100	9779	<b>147,807</b>
Apr	4859	2622		2564	39	10084	<b>137,723</b>
May	5144	4010		2414	154	11722	<b>126,001</b>
Jun	3957	4696	1	2263	80	10997	<b>115,004</b>
Jul	5186	1593	1	3763	44	10587	<b>104,417</b>
Aug	5799	973		3263	22	10057	<b>94,360</b>
Sep	11436	2122	2	940	79	14579	<b>79,781</b>
Oct	10844	3524		497	55	14920	<b>64,861</b>
Nov	7189	4808		810	12	12819	<b>52,042</b>
Dec	1626	11834	2	467	58	13987	<b>38,055</b>
<b>2020</b>	<b>20715</b>	<b>11819</b>		<b>5274</b>	<b>247</b>	<b>38055</b>	
Jan	2815	8150		286	13	11264	<b>26,791</b>
Feb	6140	2843		2198	229	11410	<b>15,381</b>
Mar	10092	290		1460	1	11843	<b>3,538</b>
Apr	1668	536		1330	4	3538	<b>2,500</b>
May	2815	8150		286	13	11264	<b>2,500</b>
Jun	6140	2843		2198	229	11410	<b>2,500</b>
Jul	10092	290		1460	1	11843	<b>2,500</b>
Aug	1668	536		1330	4	3538	<b>2,500</b>
<b>Grand Total</b>	<b>140217</b>	<b>75015</b>	<b>9</b>	<b>45813</b>	<b>1337</b>	<b>262391</b>	

#### 4.7 Estimated Number of Service Orders for Initial Two (2) Years of Agreement

Order Class	Field Activity Type	Estimated Sep 1st 2018 - Aug 31st 2019	Estimated Sep 1st 2019 - Aug 31st 2020
<b>Tier 1:</b>			
<b>1</b>	<b>Meter Exchange</b>	171	171
<b>1</b>	<b>Reconnections</b>	3717	1641
<b>1</b>	<b>Meter Removes</b>	72	72
<b>1</b>	<b>Meter Resets</b>	365	365
<b>1</b>	<b>Seal Meter</b>	1117	1117
<b>1</b>	<b>Seal Cut on Meter</b>	840	840
<b>1</b>	<b>Shut off Non-Payment</b>	6770	2988
<b>1</b>	<b>Start Meter</b>	7851	3466
<b>1</b>	<b>Stop Meter</b>	5633	2486
<b>Tier 2:</b>			
<b>2</b>	<b>High Bill ReRead</b>	671	140
<b>2</b>	<b>Miscellaneous Request</b>	5	5
<b>2</b>	<b>Meter Reads</b>	29684	6195
<b>2</b>	<b>Meter ReReads</b>	1126	235
<b>2</b>	<b>Shut off Non-Payment Recheck</b>	1946	1946
<b>Notice</b>			
<b>N</b>	<b>3- Day Notice</b>	2416	2416
<b>N</b>	<b>Notices</b>	78895	78895
	<b>Total</b>	<b>141279</b>	<b>102978</b>

## **5 Pricing**

The Owner is providing two options for pricing: The first option is unit pricing. This pricing should include, but not be limited to, costs for any required management and supervision as well as other personnel required to carry the responsibilities pertaining to this RFP. Pricing should also include costs for all necessary vehicles (with appropriate signage), uniforms and any necessary equipment as mentioned above. This pricing should be considered adequate for all work that falls within the Proposer's responsibility including, but not limited to, training, dispatching, field audits etc.

The second pricing option is a Monthly Price which is the monthly cost based on the number of monthly reads (see chart below, section 5.2.1). The Monthly Price option of pricing would require any and all associated or overhead costs (including but not limited to personnel, training, dispatching, field quality audits, vehicles, supervision, management, etc.) to be loaded into a monthly price.

Please note KUB is accepting bids for both monthly and unit pricing, however bidders are only required to submit pricing for one option.

### **5.1 Meter Reading Unit Pricing**

#### **5.1.1 Meter Reading**

##### **METER READS**

Cost for **Each** read by **meter number**

Read by entering into Handheld Meter Reading Device \$

Cost for **Each** read by **meter number**: Electric Interval data

Read by downloading data into Handheld Meter Reading Device \$

Cost for **Each** read by meter number: Mobile Routes

Read via mobile collector supplied by KUB \$

Notes:

- All Handheld reading devices will be supplied by KUB
- Office facilities provided by KUB will include one office with a desk, computer, chair, phone, a meeting room when needed (provided a meeting room is available at the time requested), and parking for vehicles.
- Meter Reads are paid for by Meter, not register read

**CONTACT NAME**

**COMPANY**

**ADDRESS**

**CITY, STATE**

**PHONE #**

**FAX #**

**E-MAIL ADDRESS**

**5.1.1.1 Penalty/Incentive Structure for Meter Reading**

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

- Professional standards
- Quantity of work
- Public relations

KUB expects the successful bidder to offer a proposal based on the following performance guidelines:

1. Required Meter Reading (MR) Accuracy Range of 99.8% - 99.85% Accuracy is the percentage of correct reads, minus the number of misreads, divided by the total number of reads for the current bill.
  - a. A misread is determined, at the sole discretion of KUB, as one that was not accurate when entered into the meter read system or on a paper order at the time it was entered.
  - b. This inaccuracy may be discovered before or after it was billed.
2. For each .01% accuracy above 99.85%, a \$0.01 incentive will be paid for all meter readings.
3. An additional \$0.02 incentive shall be added to the base rate for each 0.05% increase in the overall MR efficiency above 99.85% for all meter readings.
4. For each .01% accuracy below 99.80%, a \$0.01 penalty will be assessed for all meter readings.
5. In the event the accuracy range is below 99.80% for three consecutive months, the penalty will double for that month. For each consecutive month thereafter that the accuracy is below 99.80%, the penalty will continue to be doubled for the accuracy achieved each month. See the example below:

Month	Accuracy	Penalty
January	99.79%	\$0.01
February	99.76%	\$0.04
March	99.75%	\$0.10 (3 <sup>rd</sup> month)
April	99.77%	\$0.06 (4 <sup>th</sup> month)
May	99.80%	\$0.00

6. Contractor may be subject, at KUB's sole discretion, to a penalty for each Can't Read. Any Can't Read due to circumstances beyond the Contractor's control (i.e. weather, animals, physical access, etc.) will not be assessed when determining this number. Each Can't Read deemed "obtainable" will result in a penalty of \$2.00 each. The determination of whether a Can't Read is deemed "obtainable" is at the sole discretion of KUB.

7. An incentive will be paid to the contractor for each month that there are fewer than .05% of total Can't Reads that were deemed obtainable, at the sole discretion of KUB, for each month's read cycle. This incentive will be \$0.02 for every meter reading for that monthly read cycle.

Monthly Total Reads	250,000
Total Can't Reads	3,250
Obtainable Can't Reads	120
Penalty	\$240
Incentive (.048%)	\$5,000

## 5.1.2 Meter Services Pricing Questionnaire

**Tier One Order:** Please enter the price for orders requiring that the meter be physically turned on or off by removing or adding meter boots on back of the electric meter or by turning a valve on water or gas meters. This could also include installing a meter where one is needed. Currently KUB will not ask the Contractor to start or stop an electric meter that is of three-phase design. This price will be for the following order types: **START, STOP, SHUT OFF FOR NON-PAYMENT, RECONNECT, SHUT OFF FOR NON-PAYMENT RECHECK, EXCHANGE, REMOVE** and **OFF/ON for REPAIR**.

Price per order                      \$

**Tier Two Order:** Please enter the price for orders requiring only that the meter be read. This price will be for the following order types: **TRANSFER Read (all types), SPECIAL/CHECK READS (all types)**.

Price per order                      \$

Notes:

- Office facilities provided by KUB will include one office with a desk, computer, chair, phone, a meeting room when needed (provided a meeting room is available at the time requested), and parking for vehicles.
- Service work is paid for by the stop, not by the meter
- All data collector devices used in the field will be provided by KUB, including communication for devices and GPS tracking if used.
- Please include as **Attachment H** any and all assumptions used to determine the bid pricing entered below. Some examples may be, estimated number of Tier 1 and Tier 2 orders completed per day by each FTE and management structure (including the employee to supervisor ratio).

**CONTACT NAME**

**COMPANY**

**ADDRESS**

**CITY, STATE**

**PHONE #**

**FAX #**

**E-MAIL ADDRESS**

### **5.1.2.1 Service Penalty**

Assuming a Unit Price contract, a penalty equal to 2 times the cost to work a particular Field Activity will be assessed against the Contractor for failure to properly complete an order. Examples of an improperly completed order can be but are not limited to: performing field work at wrong location, misreading the meter(s), or failure to properly secure meter when working STOP or SONP. The determination of an improperly worked Field Activity is at the sole discretion of KUB.



### 5.1.3 Notice Delivery Pricing Questionnaire

**Notice Order:** Please enter the price for delivering notices of all types to the customers' premises.

Price per order                      \$

#### Notes

- Should a separate contract be awarded for Notice Delivery only, office facilities **will not** be provided by KUB
- Notices are paid per order
- Please include as Attachment H any and all assumptions used to determine the bid pricing entered below.

**CONTACT NAME**

**COMPANY**

**ADDRESS**

**CITY, STATE**

**PHONE #**

**FAX #**

**E-MAIL ADDRESS**

#### 5.1.3.1 Notice Penalty Structure

A penalty equal to 2 times the cost to work a particular Field Activity will be assessed against the Contractor for failure to properly complete an order. Examples of an improperly completed order can be but are not limited to: leaving a Notice at the wrong location or unauthorized location such as on a mailbox.

Please see example below of incentive and penalty pay scenario.

Estimated Unit Price	0.531												
	September	October	November	December	January	February	March	April	May	June	July	August	
Total Meters Read	211,443	199,061	189,822	177,899	167,049	157,586	147,807	137,723	126,001	115,004	104,417	94,360	
Read Accuracy	99.90%	99.89%	99.88%	99.88%	99.89%	99.86%	99.84%	99.83%	99.83%	99.78%	99.81%	99.86%	
Penalty/Incentive	0.05	0.04	0.03	0.03	0.04	0.01	0.00	0.00	0.00	-0.02	0.00	0.01	
Multi-Month Penalty	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Additional Incentive	0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Total Cant Reads	2600	2460	2100	1900	1976	1754	1560	1300	1349	1239	1185	1120	
Obtainable Can't Reads	125	112	102	79	93	72	81	75	85	67	82	63	
Less than Threshold for bonus	106	100	95	89	84	79	74	69	63	58	52	47	
Base Meter Reading Total	\$112,276	\$105,701	\$100,795	\$94,464	\$88,703	\$83,678	\$78,486	\$73,131	\$66,907	\$61,067	\$55,445	\$50,105	\$970,759
Meter Reading Penalty	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,300	\$0	\$0	\$2,300
Meter Reading Incentive	\$14,801	\$7,962	\$5,695	\$5,337	\$6,682	\$1,576	\$0	\$0	\$0	\$0	\$0	\$944	\$42,996
Can't Read Penalty	\$250	\$224	\$204	\$158	\$186	\$144	\$162	\$150	\$170	\$134	\$164	\$126	\$2,072
Can't Read Incentive	\$0	\$0	\$0	\$3,558	\$0	\$3,152	\$0	\$0	\$0	\$0	\$0	\$0	\$6,710
												Total	\$1,016,093
Monthly Total	\$126,827	\$113,440	\$106,286	\$103,201	\$95,199	\$88,262	\$78,324	\$72,981	\$66,737	\$58,633	\$55,281	\$50,923	\$1,016,093

## 5.2 Monthly Pricing

### 5.2.1 Meter Reading

Please provide pricing based on a monthly cost structure. This Monthly Pricing structure should include any and all associated or overhead costs (including but not limited to personnel, training, dispatching, field quality audits, vehicles, supervision, management, etc.). It may be appropriate to provide hourly rates for each unique job classification that will be utilized to perform this work. For example: this pricing may include hourly rates for meter readers, on-site supervisors (this is required), and dispatchers. This pricing schedule should reflect the cost of reading all meters for each month listed in the table below. Thus, there will be 24 prices entered that will represent the costs for the first two years of this agreement. These prices should be annualized for the first two years of this agreement (September 2018 through August 2019 and September 2019 through August 2020).

Months	Meter Count	Bid Price
Sep	211,443	
Oct	199,061	
Nov	189,822	
Dec	177,899	
Jan	167,049	
Feb	157,586	
Mar	147,807	
Apr	137,723	
May	126,001	
Jun	115,004	
Jul	104,417	
Aug	94,360	
<b>Sep 1, 2018 thru August 31, 2019</b>		
Sep	79,781	
Oct	64,861	
Nov	52,042	
Dec	38,055	
Jan	26,791	
Feb	15,381	
Mar	3,538	
Apr	3,500	
May	3,500	
Jun	3,500	
Jul	3,500	
Aug	3,500	
<b>Sep 1, 2019 thru August 31, 2020</b>		
<b>Total</b>		

### **5.2.1.1 Meter Reading Penalty/Incentive**

1. Required Meter Reading (MR) Accuracy Range of 99.8% - 99.85% Accuracy is the percentage of correct reads, minus the number of misreads, divided by the total number of reads for the current bill.
  - a. A misread is determined, at the sole discretion of KUB, as one that was not accurate when entered into the meter read system or on a paper order at the time it was entered.
  - b. This inaccuracy may be discovered before or after it was billed.
2. For each .01% accuracy above 99.85%, a \$0.01 incentive will be paid for all meter readings.
3. An additional \$0.02 incentive shall be added to the base rate for each 0.05% increase in the overall MR efficiency above 99.85% for all meter readings.
4. For each .01% accuracy below 99.80%, a \$0.01 penalty will be assessed for all meter readings.
8. In the event the accuracy range is below 99.80% for three consecutive months, the penalty will double for that month. For each consecutive month thereafter that the accuracy is below 99.80%, the penalty will continue to be doubled for the accuracy achieved each month. See the example below:

Month	Accuracy	Penalty
January	99.79%	\$0.01
February	99.76%	\$0.04
March	99.75%	\$0.10 (3 <sup>rd</sup> month)
April	99.77%	\$0.06 (4 <sup>th</sup> month)
May	99.80%	\$0.00

5. A penalty, equal to any write-off resulting from any negligence or non-performance of any Meter Services Contract requirement, may be assessed at KUB's discretion on the following month's invoice payment.
6. Contractor may be subject, at KUB's sole discretion, to a penalty for each Can't Read. Any Can't Read due to circumstances beyond the Contractor's control (i.e. weather, animals, physical access, etc.) will not be assessed when determining this number. Each Can't Read deemed "obtainable" will result in a penalty of \$2.00 each. The determination of whether a Can't Read is deemed "obtainable" is at the sole discretion of KUB.
7. An incentive will be paid to the contractor for each month that there are fewer than .05% of total Can't Reads that were deemed obtainable, at the sole discretion of KUB, for each month's read cycle. This incentive will be \$0.02 for every meter reading for that monthly read cycle. See the example below:

Monthly Total Reads	250,000
Total Can't Reads	3,250
Obtainable Can't Reads	120
Penalty	\$240
Incentive (.048%)	\$5,000

### 5.2.2 Meter Services

Please provide pricing based on a monthly cost structure. This pricing should be based on the Estimated Number of Service Orders for Initial Two (2) Years of Agreement (section 4.7 above). This Monthly Pricing structure should include any and all associated or overhead costs (including but not limited to personnel, training, dispatching, field quality audits, vehicles, supervision, management, etc.). It may be appropriate to provide hourly rates for each unique job classification that will be utilized to perform this work. For example: this pricing may include hourly rates for meter service technicians, on-site supervisors (this is required), and dispatchers.

The number of FTE's (by job classification) required to perform this work should be clearly stated. Please reference section 4.7 above: Estimated Number of Service Orders for Initial Two (2) Years of Agreement. The average number of orders that the FTE count was based on should be clearly stated. Please include as [Attachment H](#) any and all assumptions used to determine the bid pricing entered below. Some examples may be, estimated number of Tier 1 and Tier 2 orders completed per day by each FTE and management structure (including the employee to supervisor ratio).

Job Classification	Months	Quantity	Monthly Rate	Extended Price
<b>Total Year 1</b>				

Job Classification	Months	Quantity	Monthly Rate	Extended Price
<b>Total Year 2</b>				

### **5.2.2.1 Service Penalty**

For monthly contracts, the penalty amount will be derived from twice the amount of the average order cost determined from the contractors bid and assessed against the Contractor for failure to properly complete an order. Examples of an improperly completed order can be but are not limited to: performing field work at wrong location, misreading the meter(s), or failure to properly secure meter when working STOP or SONP. The determination of an improperly work Field Activity is at the sole discretion of KUB.

### **5.2.3 Notice Delivery**

Please provide pricing based on a monthly cost structure. This pricing should be based on the Estimated Number of Service Orders for Initial Two (2) Years of Agreement (section 4.7 above). This Monthly Pricing structure should include any and all associated or overhead costs (including but not limited to personnel, training, dispatching, field quality audits, vehicles, supervision, management, etc.). It may be appropriate to provide hourly rates for each unique job classification that will be utilized to perform this work. For example: this pricing may include hourly rates for meter service technicians, on-site supervisors (this is required), and dispatchers.

The number of FTE's (by job classification) required to perform this work should be clearly stated. Please reference Section 4.7: Estimated Number of Service Orders for Initial Two (2) Years of Agreement. The average number of orders that the FTE count was based on should be clearly stated. Please include as [Attachment H](#) any and all assumptions used to determine the bid pricing entered below.

<b>Job Classification</b>	<b>Months</b>	<b>Quantity</b>	<b>Monthly Rate</b>	<b>Extended Price</b>
<b>Total Year 1</b>				

<b>Job Classification</b>	<b>Months</b>	<b>Quantity</b>	<b>Monthly Rate</b>	<b>Extended Price</b>
<b>Total Year 2</b>				

#### **5.2.3.1 Notice Penalty Structure**

For monthly contracts, the penalty amount will be derived from twice the amount of the average order cost determined from the contractors bid and assessed against the Contractor for failure to properly complete an order. Examples of an improperly completed order can be but are not limited to: leaving a Notice at the wrong location or unauthorized location such as on a mailbox.

## **6 Questionnaires**

### **6.1 General Vendor Information Questionnaire**

**PLEASE RESPOND TO THE FOLLOWING** by providing the appropriate information in the shaded boxes:

*Company Name:*

*Company Address:*

*City / State / Zip:*

*Telephone #:*

*Fax #:*

*Web Address:*

*Primary Sales Contact:*

*Title:*

*Telephone #:*

*Fax #:*

*E-Mail Address:*

*Person Authorized to Sign Contracts:*

*Title:*

*Telephone #:*

*Fax #:*

*E-Mail Address:*



## 6.2 Evaluation Questionnaire

**PLEASE RESPOND TO THE FOLLOWING** by providing either a specific answer or a full explanation **in the shaded box** (unless otherwise stated), as appropriate:

**Please note: The questions below span all three components of this RFP: Meter Reading, Meter Services, and Notice Delivery. For those bidders who may be only responding to one or two components of this RFP, such as Meter Reading and Notice Delivery, some of the questions below may not apply. In this example, for those questions pertaining to Meter Services, please answer with N/A. If you are unsure, please answer the question to the best of your ability.**

1. Does the proposal that your company is submitting meet ALL of the Meter Reading requirements? Refer to sections 4.1, 4.2, and 4.3 in this RFP for Requirements common to all three components, to both Meter Reading and Meter Services, and specifically to Meter Reading.

*Yes:*

*No:*

*N/A:*

If no, please give details.

*Response:*

2. Does the proposal that your company is submitting meet ALL of the Meter Services requirements? Refer to sections 4.1, 4.2, and 4.4 in this RFP for Requirements common to all three components, to both Meter Reading and Meter Services, and specifically to Meter Services.

*Yes:*

*No:*

*N/A:*

If no, please give details.

*Response:*

3. Does the proposal that your company is submitting meet ALL of the Notice Delivery requirements? Refer to sections 4.1 and 4.5 in this RFP for Requirements common to all three components and specifically to Notice Delivery.

*Yes:*

*No:*

*N/A:*

If no, please give details.

*Response:*

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

*Yes:*

*No:*

*N/A:*

**If yes:**

*Company Name (of subcontractor):*

*Street Address:*

*City / State / Zip:*

*Person(s) who will be assigned to KUB's account:*

*Phone Number:*

**If yes, is this subcontractor:**

*MBE-certified:*

*WBE-certified:*

*None of the above:*

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

*Yes:*

*No:*

*N/A:*

If no, please provide details.

*Response:*

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

*Supervisor:*

*Implementation Coordinator:*

*Billing:*

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

**Name of Utility #1:**

*Contact's Name:*

*Contact's Title:*

*Contact's Phone #:*

*Type of Service Performed:*

*Length of Service (consecutive years):*

8. Provide a complete listing of utilities for which you have performed **Meter Services** in the past 5 years. Please note which clients are current and which are not. Please respond by including the information shown below for each utility and include it in your response as Attachment B.

*Name of Utility #1:*

*Contact's Name:*

*Contact's Title:*

*Contact's Phone #:*

*Type of Service Performed:*

*Length of Service (consecutive years):*

9. Provide a complete listing of utilities for which you have performed **Notice Delivery** in the past 5 years. Please note which clients are current and which are not. Please respond by including the information shown below for each utility and include it in your response as Attachment C.

*Name of Utility #1:*

*Contact's Name:*

*Contact's Title:*

*Contact's Phone #:*

*Type of Service Performed:*

*Length of Service (consecutive years):*

10. Please provide a complete **CURRENT** client list with records of meter reading accuracy, including details of the calculations supporting your representations.

*Response:*

11. How long has your company been in business?

*Response:*

12. Furnish audited financial statements for your company for the past three (3) years. **Please include this information as Attachment D.**

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

*Response:*

14. Please provide a detailed description of the vehicles to be used (i.e., make, model, and year).

*Response:*

15. Do you own or lease the vehicles described in Question #15?

*Response:*

16. What is the current total number of vehicles driven by your company (both leased and owned) during the calendar year 2012?

*Response:*

17. What is the number of miles driven by your company vehicles (both leased and owned) during the calendar year 2012?

*Response:*

18. What is the total number of motor vehicle accidents your company vehicles (both leased and owned) were involved in during the calendar year 2012?

*Response:*

19. What was your company's total number of motor vehicle accidents (both leased and owned) that involved injury or death during the calendar year 2012?

*Response:*

20. Provide a copy of your company's 2012 OSHA Form 300A Summary of Work-Related Injuries and Illnesses for the calendar year 2012. **Please include this information as Attachment E.**  
**KUB has attached our section c Safety Information, please fill out and provide all requested attachments.**

21. Provide a copy of your company's current Safety and Health Policies. **Please include this information as Attachment F.**

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

*Response:*

23. Outline your plan to initially train your employees and keep them up-to-date on all of KUB's applicable policies and procedures.

*Response:*

24. Do you use Meter Reading software to train Meter Readers?

*Yes:*

*No:*

*N/A:*

**If yes, name of software:**

*Response:*

25. How do you evaluate employee meter reading accuracy?

*Response:*

26. Describe your plans for deterring “curb reading” among your employees and how you currently handle this with other accounts.

*Response:*

27. Describe how you propose to meet KUB’s service level requirements and how you currently handle this with other accounts.

*Response:*

28. Outline your contingency plan for employee absences.

*Response:*

29. Outline your contingency plan for emergency support to KUB.

*Response:*

30. Outline your contingency plan for unanticipated employee layoffs, walkouts, etc.

*Response:*

31. KUB will evaluate the Contractor’s performance on a semi-annual basis. A component of this evaluation will be dependent on the performance of the Contractor’s employees. Keeping this in mind, please provide the following information.

Your company’s procedures for monitoring individual employees’ performance:

*Response:*

Your company’s probation procedures for your employees:

*Response:*

32. Provide a copy of your company's drug and alcohol policy. **Please include this information as Attachment G.**
33. Provide a detailed SAMPLE copy of your company's background check report that would be used for any of your employee's who would be working on KUB's account. **Please include this information as Attachment H.**
34. OPTIONAL: Please provide any additional information or comments that you feel are critical to KUB's decision-making. Please state facts ONLY and substantiate any claims made. **Please include this information as Attachment I.**

## **7 Terms & Conditions**

- A. **Instructions:** These documents constitute the complete set of specifications, requirements, and proposal request instructions. The Proposer is responsible for insuring that all pages and all addenda are received. KUB advises all Proposers to closely examine this proposal response, and to immediately direct any questions regarding the completeness of this RFP and any addenda to the Procurement Department.
- B. **Rights:** KUB reserves the right to reject any or all proposals and to waive irregularities therein, and the undersigned hereby agrees that such rejection or waiver shall be without liability on the part of KUB for any damage or claim brought by the undersigned because of such action, nor shall the undersigned seek any recourse of any kind against KUB because of such action. **There is no obligation to request services.** All proposals submitted to KUB become the property of KUB upon submission and after the execution of a contract become subject to Tennessee's Public Records law, as codified in Tenn. Code Ann. §§10-7-101 et. seq.
- C. **Request for Proposal Definitions:** This section describes the procedures for companies submitting a response to this Request for Proposal (RFP). The term "Contractor" refers to the person or entity to which a contract is awarded.
- D. **Time and Date for Submitting Proposals:** Each Proposer shall respond to this RFP on or before the time and date indicated on the Request for Proposal cover sheet. At that time only the names of the Proposers responding to this RFP will be read aloud. Proposals will not be made available for public inspection until after the RFP process is completed and a purchase order has been issued. The Proposal shall be delivered in one of two ways. In person or by mail to the address listed below with the following subject line "Proposal on: Utility Meter Reading and/or Meter Service and/or Notice Delivery" (No E-mails will be accepted)

Knoxville Utilities Board  
Procurement Department  
4505 Middlebrook Pike  
Knoxville, TN 37921-5599  
Attn: Bid Room

The outside of the sealed box/container/envelopes containing the proposal shall be marked as follows:

Proposal: **Utility Meter Reading, Meter Services and Notice Delivery**

Control Number: **1201**

Due on: **June 5, 2018 at 2:00PM EST.**

- E. **Response:** Each Proposer must acknowledge that it accepts and understands each of the Instructions, Terms, and Conditions of this RFP. If a Proposer is unwilling to accept any one or more of the Instructions, Terms, and Conditions, they must clearly identify in their proposal the Instructions, Terms, and Conditions to which they take exception and note it on the enclosed exception sheet. In its sole discretion, KUB reserves the right on a non-discriminatory basis to: a) consider any Proposal(s) which takes exception(s) to any one or more of the Terms and Conditions; or b) reject any Proposal(s) which takes exception(s) to any one or more of the Terms and Conditions.
- F. **Ex Parte Communication:** KUB does not permit contact concerning this RFP process with any KUB personnel other than as identified in the RFP until the selection process has been completed. All exchanges of information concerning this RFP must be in writing with e-mail as the preferred method of communication. Failure to honor this requirement will be viewed negatively in the selection process and may result in the disqualification of the Proposer. Any questions or requests for

clarification will be responded to in writing or by E-mail with a copy of the response being sent to each proposer on record.

- G. **Agreement:** Each successful Proposer will be required to sign a contract with KUB. The entire agreement shall include the Proposer's response to this proposal, the RFP, and an agreement (the "Contract Documents"). If the RFP and the Proposer's response to this proposal are modified in negotiation between KUB and the Proposer, then the modified proposal shall be included as addenda to the successful Proposer's contract with KUB. Should any conflict or discrepancy arise between the Instructions, Terms, and Conditions of the RFP and the Instructions, Terms and Conditions of the Agreement, the Instructions, Terms and Conditions of the Agreement shall control. The individual who signs this document must be empowered to sign the Agreement, or if sent by E-mail the name that appears on the proposal response must be empowered to sign the Agreement. KUB reserves the right to withdraw the RFP or condition the award on additional or different terms proposed to be included in such contract, and KUB shall not incur any obligation to the successful Proposer except as provided in the Agreement. To produce the Agreement, KUB reserves the right to provide its own draft contract terms or request draft contract terms from the Proposer. Notification of award of the or acceptance of a RFP, in whole or in part, shall not restrict KUB's discretion with regard to the terms of the definitive contract, shall not preclude KUB from terminating the proposal or withdrawing the proposal prior to execution of the Agreement, and shall not limit KUB's right to consider and act on additional information that may come to its attention from any source.
- H. **Discrepancies, Errors and Omissions:** Any discrepancies, errors, omissions, or ambiguities in this RFP or the requirements/guidelines or addenda (if any) stated herein should be reported to KUB. At KUB's option, a written addendum may be issued and the addendum will be incorporated in the RFP and will become part of the Contract Documents. KUB will **not** be responsible for or bound by any oral instructions, clarifications or other communications and no such oral communication may be relied on by any Proposer.
- I. **Cancellation:** KUB reserves the right to cancel the agreement without cost or penalty to KUB, if, in KUB's opinion, there is a failure at any time by the Contractor to adequately perform the Agreement, or if there is any attempt to willfully impose upon KUB service workmanship which is, in the opinion of KUB, of an unacceptable quality or time requirements. Cancellation of the Agreement shall not impair any rights or claim of KUB to damages for the breach of any covenants of the Agreement by the successful proposer.
- J. **General:** KUB recognizes that the lowest cost Proposal does not necessarily indicate the best Proposal in terms of capabilities, quality or service. As a result, the selection of a Proposer to which the contract will be awarded will be determined on the basis of which Proposal is in the best interest of KUB based on the factors described in the Proposal Evaluation of this RFP. KUB reserves the right to reject any or all Proposals, to waive technicalities or informalities and to accept any proposal determined to be in the best interest of KUB. KUB will not be responsible for misinterpretations that are caused by failure of a Proposer to follow the RFP format or to give proper and specific references when citing referenced material. The selection criteria are described in the RFP. KUB reserves the right, in its discretion and without incurring any liability to any Proposer, to modify or terminate this RFP at any time prior to the execution of a definitive contract, and to accept or reject any Proposal for any reason.
- K. **Documents:** Each Proposal must include the following documents 1) A fully completed Proposal, including any KUB data sheets or addenda, 2) A signed



Exceptions document to Instructions, Terms, and Conditions, attached to Proposal.

**Note:** If the RFP is sent by mail then 6 (six) copies of the proposal shall be submitted from each responding Proposer at the due date and time with one marked Original for permanent record.

- L. **Communication:** KUB reserves the right to communicate with the Proposers, individually or collectively, formally or informally. KUB requires that questions and other communications concerning the RFP be submitted to KUB only in writing and must be directed to the appropriate person identified on this RFP cover sheet.
- M. **Response Times:** Response times will be made as described in the RFP. Failure to respond to as specified and in accordance with the Proposal submitted, including promised lead times, will constitute sufficient grounds for cancellation of the contract, and KUB shall incur no cost or penalty for cancellation. All Proposals must include all applicable transportation, service charges, sales and use taxes, assembly, and all other applicable charges.
- N. **Minimum Performance:** The services in accordance with this RFP (including optional items selected by KUB) shall be fully in compliance with all federal, state, and local laws, rules, and regulations.
- O. **Guarantee:** In making a Proposal, each Proposer certifies that it is fully aware of the conditions of service and that its offer will meet these requirements of service and purpose to the satisfaction of KUB. Proposer warrants and guarantees to KUB all services and products to be provided and that work and products will be of good quality, and in conformance with the Contract Documents. All work not conforming to these standards may be considered defective by KUB.
- P. **Proposers's Insurance:** The successful Proposer shall not commence any service in connection with the Agreement until it has obtained all of the types of insurance as mentioned in section 7 of this RFP and such insurance has been approved by KUB. (Worker's Compensation, Public Liability and Property Damage and Subcontractor's Liability and Property Damage). The successful Proposer shall not allow any subcontractor to commence service on their subcontract until all similar insurance required of the subcontractor has been obtained and approved. All insurance policies shall be with insurers approved and admitted to do business in Tennessee. KUB shall be furnished proof of coverage of insurance by certificates of insurance accompanying the contract documents and shall name KUB as an additional insured as respects commercial general liability and business automobile liability. The successful Proposer shall provide KUB a thirty (30) day cancellation notice in the event any insurance required by fair agreement is canceled.
- Q. **Indemnification Rider:** The successful Proposer agrees to indemnify and hold harmless KUB its agents or employees from and against all loss or expense (including cost and attorney's fees) by reason of liability for damages because of bodily injury, including death, at any time resulting there from, sustained by any person or persons or damage to property, including loss of use thereof, arising out of or in consequences of the performance under the Agreement to be entered into whether such injuries to persons or damage to property is due or claimed to be done due to the negligence of the Proposer, his/her subcontractor, KUB, their agents or employees, except only such injury or damage as shall have been occasioned by the sole negligence of KUB. Compliance with the foregoing requirements shall not relieve the Proposer of its liability and obligations under this section or under any other portion of the contract. Proposers regulated by the Tennessee Regulatory Authority or other regulatory authority are required to respond by stating what provisions of their tariff satisfy the requirements of this paragraph.
- R. **Taxes:** All taxes of any nature arising out of or in connection with the work above shall be the responsibility of the successful Proposer.

- S. **Nondiscrimination:** KUB is an equal opportunity employer and as such requires that its suppliers not discriminate on the basis of race, color, sex, religion, or ethnic origin. Submitting a RFP constitutes Proposer's acknowledgement of this provision. KUB encourages the use of small business, minority, and women owned business enterprises.
- T. **Title VI:** Proposer shall comply with the requirements of all federal statutes relating to nondiscrimination, including but not limited to, Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, sex, or national origin ("Title VI"). No person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or be otherwise subject to discrimination in the performance of the proposal. The proposer if awarded the proposal shall upon request, show proof of such nondiscrimination.
- U. **Damages:** The proposer will be responsible for any damages to property of KUB or others caused by it, its employees, or sub-suppliers, and will replace and make good such damages to the satisfaction of KUB.
- V. **Choice of Law:** This proposal and any subsequent contract or agreement related to this proposal shall be governed by and construed with the Laws of the State of Tennessee.
- W. **Statutory Disqualification:** By submitting a proposal the proposer represents that neither it nor any of its officers, directors, shareholders, members or partners has been convicted or plead guilty or nolo contendere to any violation of the Sherman Anti-Trust Act, mail fraud, or other state, or federal criminal violation in connection with a contract let by the State of Tennessee or any other state or any political subdivision of the State of Tennessee.
- X. **Conflict of Interest:** By submitting a proposal, proposer represents that no commissioner or officer of KUB or other persons whose duty is to vote for, let out, oversee, or in any manner supervise any work on any contract for KUB has a "direct interest" in the proposer or in the work which is subject to this proposal
- Y. **"Right to Know Law":** Manufacturers and Distributors that are regulated by and complying with the provisions of the OSHA hazard communication standard must provide KUB a material data safety sheet (MSDS) for any element, chemical, or mixture that presents a physical hazard or a health hazard as defined by the OSHA standard or any hazardous substance. The data sheet must be provided to KUB at the time of delivery. Manufacturers and Distributors must insure that each container of hazardous chemical delivered to KUB be properly labeled, tagged, or marked in accordance with OSHA standards. Labels and other forms of warning for each incoming hazardous chemical will be inspected for compliance with the standard
- Z. **Copyright, Trademark, Service Mark, or Patent Infringement:**
  - a. Proposer shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against KUB to the extent that it is based on a claim that the products or services furnished infringe a copyright, trademark, service mark, or patent. Proposer shall further indemnify and hold harmless KUB against any award of damages and costs made against KUB by a final judgment or a court of last resort in any such suit.
  - b. If the products or services furnished under this proposal or contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Proposer's obligation to satisfy the final award, Proposer may at its option and expense:
    - 1. Procure for KUB the right to continue using the product or service
    - 2. Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactorily to KUB, so that they become non-infringing.

3. Remove the products or discontinue the services and cancel any future charges pertaining thereto. Provided, however, that Proposer will not exercise options b.i., or b.ii. when they are impractical.
- AA. **Ownership of Intellectual Property:** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be work made for hire and KUB shall be considered the creator of such Intellectual Property. KUB shall own the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify KUB, within thirty (30) days, of the creation of any Intellectual Property by its or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in KUB and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than KUB. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not KUB without the express written authorization of KUB.
- BB. **Property of KUB:** Any materials, including reports, computer programs, and other deliverables created under the Contract Documents are the sole property of KUB. The successful Proposer is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Proposer shall not use or release these materials without the prior written consent of KUB.
- CC. **Force Majeure:** No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, flood, earthquake, embargo, civil disturbance, acts of terrorism, governmental regulation, or causes similar nature beyond its control.
- DD. **Possession of Weapons:** All Proposers vendors, suppliers, and service providers and their employees, agents, or subcontractors are prohibited from possessing any weapons on KUB property.
- EE. **Search:** All persons, packages, and vehicles on KUB property are subject to being searched. Routine unannounced searches by KUB may be conducted. Refusal to submit to random searches will be grounds for removal from KUB property and prohibited access in the future. All vehicles leaving the KUB facilities are subject to being searched.
- FF. **Traffic:** Traffic regulations are to be observed at all times.
- GG. **Account Team Change:** KUB shall have the right to approve all members assigned to KUB’s account team. KUB shall have the right to request the vendor to replace any members assigned to KUB’s team, and the vendor will expeditiously assign new account team members that are deemed by the KUB team to be more acceptable.

## 8 Indemnification & Insurance Requirements

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**KUB WILL REQUIRE CERTAIN MINIMUM INSURANCE AND LIABILITY REQUIREMENTS** that must be maintained by the successful bidder and any of its subcontractors, during the life of the contract. KUB shall be named as an additional insured on all policies. All insurance must be written by companies licensed and registered to do business in Tennessee. The contract will contain the following wording:

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**INDEMNITY:** Contractor agrees to indemnify, hold harmless, and defend KUB, its commissioners, and employees from and against any and all demands, liabilities, obligations, claims, penalties, losses, suits, and reasonable costs incident thereto (including reasonable attorney's fees) which KUB may incur, become responsible for, or pay out as a result of death or bodily injury to any person, damage or destruction to the property of any member of the public, the violation of governmental laws, regulations or orders, or any other claim of loss or damage against KUB, by any third party, to the extent caused by Contractor's breach of any term or provision of this Agreement, Contractor's failure to perform any of its obligations under this Agreement, or any negligent or willful act or omission on the part of Contractor, its employees, agents, or subcontractors. The violation of any law, rule or regulation by Contractor shall be the sole responsibility of Contractor, and Contractor shall hold KUB harmless from any penalty or sanction posed by any reason of any such violation of any law, rule or regulation, provided that KUB shall offer Contractor a full opportunity to contest the imposition and amount of such penalty or sanction on behalf of or in concert with KUB, and KUB shall reasonably cooperate with Contractor in this regard.

**GOVERNMENTAL TORT LIABILITY:** Notwithstanding anything else to the contrary, the indemnity provisions of this Section 1 shall not be construed to change the liability of any party hereto for any claim that would otherwise be prohibited or limited under any applicable provisions of the Tennessee Governmental Tort Liability Act, as codified at Tenn. Code Ann., §§29-20-101, et seq., as it may be amended from time to time by act of the legislature (the "Act"), it being the intent of this section not to waive, diminish, or otherwise affect the statutory limits of liability, the statutory immunity, or the extent of immunity that may have been established for any party hereto under the Act.

It is the intent of the parties that Contractor and KUB will not, by virtue of the indemnities provided by each to the other party in this Agreement, assume towards any third party any liability that would exceed any liability that KUB would have in the absence of such indemnities.

It is the intent of the parties that nothing in this provision shall diminish the rights or defenses either party would have under Tennessee's Workers' Compensation Laws.

**INSURANCE COVERAGE BY CONTRACTOR:** Without limiting its liability under this Agreement, Contractor shall maintain, and shall cause any subcontractor or assignee of this Agreement to maintain, during the life of this Agreement, the following insurance and shall furnish to KUB certificates of insurance as evidence thereof:

- A. **Comprehensive or Commercial General Liability and Excess or Umbrella Liability** including insurance covering work under this Agreement with limits as follows:
  - a. The limits provided for Bodily Injury, Property Damage, Personal Injury, and Employer's Liability shall be no less than two million (\$2,000,000) dollars per occurrence and no less than two million (\$2,000,000) dollars unimpaired annual (or general) aggregate.
  - b. Contractual liability to cover the negligence and tort liability assumed by Contractor under this Agreement.
  - c. Broad Form Property Damage, including completed operations.
  - d. Personal Injury Liability, covering hazard groups listed in Sections (A), (B), and (C), or equivalent.
- B. **Worker's Compensation and Employer's Liability** for every worker employed in connection with work under this Agreement and as provided for in each and every statute applicable to Worker's Compensation. The Employer's Liability limit shall be no less than state statute.
- C. **Business Automobile Liability** with total coverage limits for bodily injury or property damage of no less than two million (\$2,000,000) dollars per accident. This insurance is to apply to all owned, non-owned, rented, borrowed, or hired vehicles to be used by the Contractor in furtherance of the work.
- D. **Umbrella Liability** with the total coverage limits for bodily injury or property damage of five million dollars (\$5,000,000) unimpaired annual aggregate limit.

**NOTICE OF CANCELLATION:** All policies shall have no less than a (60) sixty-day notice of cancellation. Cancellation of insurance coverage required by this part shall constitute a material default by Contractor, if substituted coverage, not meeting the requirements of this part, is not acquired by Contractor immediately.

**KUB NAMED ADDITIONAL INSURED:** Insurance must be underwritten by companies authorized to do business in the State of Tennessee. Evidence of insurance must be furnished to KUB prior to issuance of the purchase order. Before this Agreement becomes effective, Contractor and its subcontractors, at its own expense, shall procure and maintain all required insurance for the duration of this Agreement. Contractor, and where applicable its subcontractors, must provide certificates of insurance to KUB for the insurance coverage's listed in this section and name KUB as an additional insured for each of the coverage's listed in this Section, except for workers compensation and employers liability coverage.

## **9 Security Requirements**

KUB reserves the right to issue access security passes, parking permits, keys, and other security related items to its Contractors. The Contractor must return any access security passes, parking permits, keys, and other security related items on demand. Failure to do so will result in a penalty of two hundred and fifty (\$250) dollars per unreturned access security pass, parking permit, key, and/or other security related item and may be considered a material breach of contract.

KUB requires its Contractors to follow all applicable KUB policies and procedures. KUB will be responsible for notifying the Contractor of any applicable policies and will provide the Contractor with copies of these policies.

**It is required that the Contractor, at its own expense, conduct thorough background checks that meet KUB standards on any and all of the Contractor's personnel who will be working in any capacity on KUB's account. KUB reserves the right to audit these background checks at any time.**

In addition, KUB, at its own expense, may also conduct background checks on the successful bidder, to include the Contractor and any of the Contractor's employees who will be working on KUB's account.

Before any employee of a Contractor can gain access to a KUB facility, the employer will be required to provide to KUB in writing the name and address of such employee and a signed Security Clearance Application (pp 60-61) for each of the Contractor's employees or subcontractors who will be working on KUB's account. **(This form does NOT need to be filled out unless you are awarded this bid.)** This information will be required three (3) working days in advance of any access by Contractor's employee. The Contractor will also be required to notify KUB security immediately of any changes in personnel who are assigned to the KUB account. KUB contact information will be specified at the time the bid is awarded.

**NOTE: SECURITY CLEARANCE FORMS NEED TO BE COMPLETED BY THE SUCCESSFUL VENDOR ONLY AFTER BID IS AWARDED.**

## 9.1 Contractor Security Clearance Application

(A separate application will be required for each employee or subcontractor working on this project)

### 1. Personal Information:

Name: Last \_\_\_\_\_ First \_\_\_\_\_ Middle \_\_\_\_\_  
Aliases \_\_\_\_\_ Nickname(s) \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Social Security No. \_\_\_\_\_ Date of Birth \_\_\_\_\_  
Driver's License No. \_\_\_\_\_ State \_\_\_\_\_  
Height \_\_\_\_\_ Weight \_\_\_\_\_ Color Hair \_\_\_\_\_ Color Eyes \_\_\_\_\_

### 2. Employment

Current Employer \_\_\_\_\_ Date Hired \_\_\_\_\_  
Current Supervisor \_\_\_\_\_

### 3. Please provide all addresses for the last 5 years along with the dates you lived at those addresses:


(cont'd next page)

### 4. Criminal History:

Have you been convicted or found not guilty by reason of insanity, of any of the following offenses in the last 7 years?

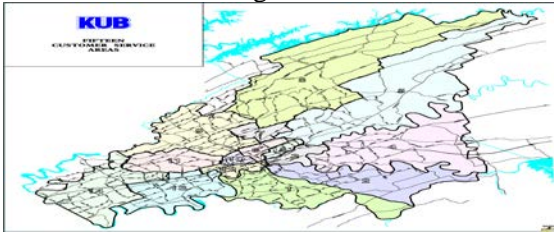
	YES	NO
Involvement in any act of sabotage, espionage, treason, terrorism, or sedition?		



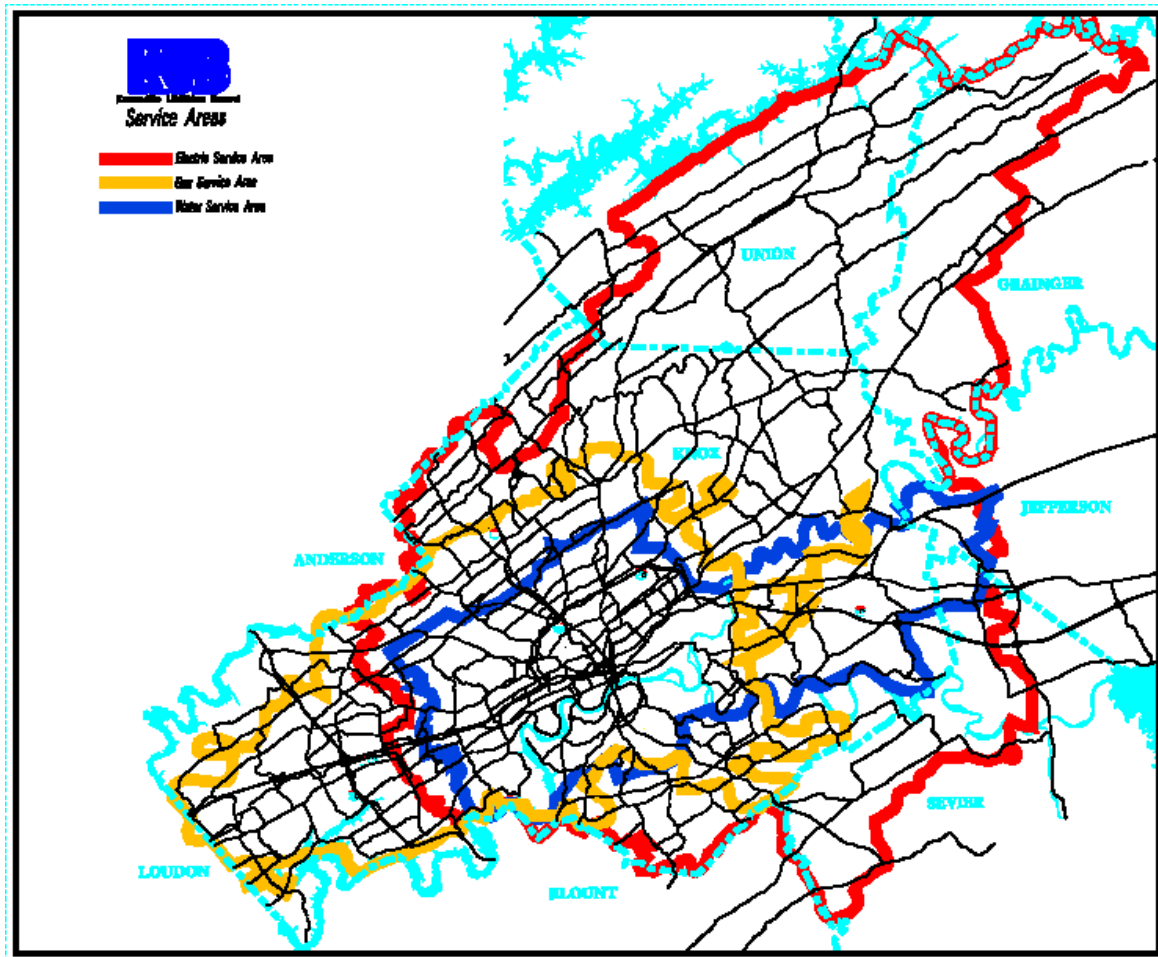
Sexual behavior of a criminal nature?		
Deceptive or illegal financial practices such as embezzlement, employee theft, check fraud, or income tax evasion?		
Alcohol related incidents such as driving under the influence or public intoxication?		
Improper or illegal involvement with illegal or prescription (controlled) drugs?		
Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon?		
Criminal conduct such as murder, assault, kidnapping, extortion, armed robbery, or arson?		
Any crime classified as a felony under the laws of any state?		
<p>Provide dates and locations below for all “YES” answers to item 4:</p>		
<p>I certify that the statements and information on this application are true and correct to the best of my knowledge. I release KUB to conduct a background check of the information included on, but not limited to, this form and also authorize KUB to request, receive, and verify from any source all information given in this application, except as specified, and hereby release all parties from any liability that may result from furnishing such information to KUB.</p>		
<p>_____</p> <p>Signature of person completing application</p>		<p>_____</p> <p>Date</p>
<p>I have reviewed this application and recommend the applicant be granted a security clearance and issued keys, badges, or parking permits, or granted access as needed, pending confirmation of the information on, but not limited to, this form.</p>		
<p>_____</p> <p>Signature of Person Representing the CONTRACTOR</p>		<p>_____</p> <p>Date</p>

## **Appendix A: Map of KUB Service Territory By Service Area**

Double-click to enlarge:

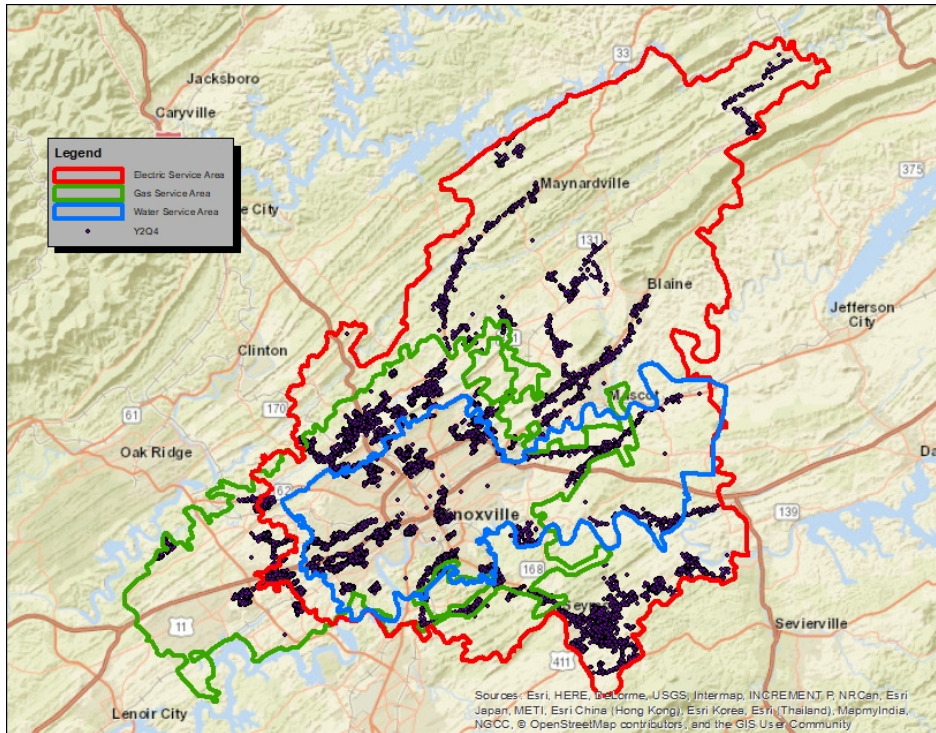


## Appendix B: Service Territory By System (i.e Electric, Water & Gas)

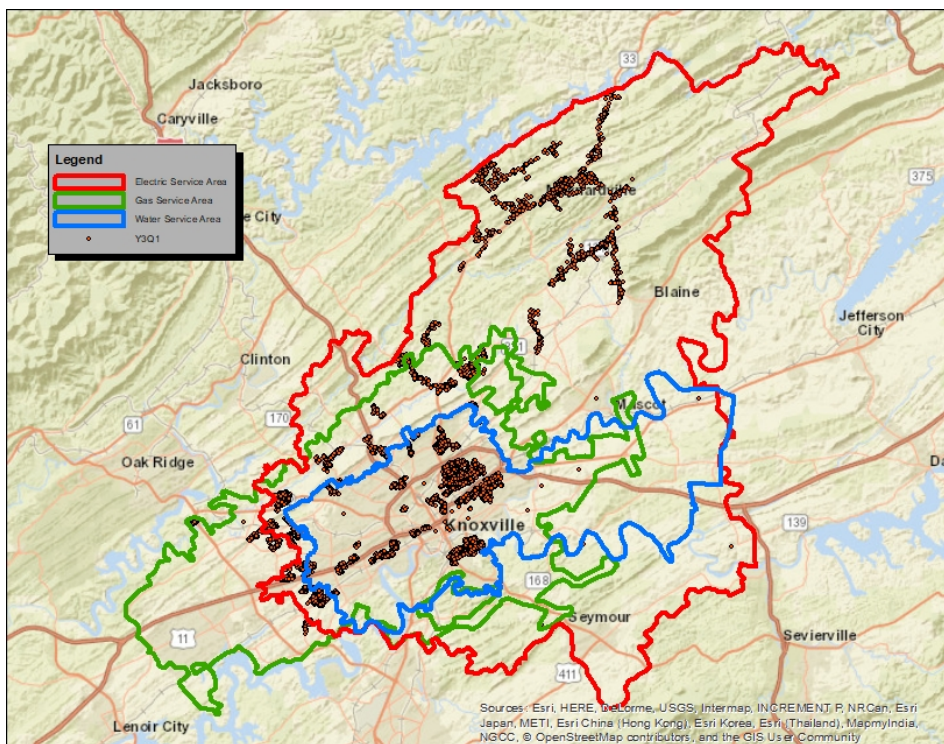


## Appendix C: Service Territory By Deployment Year and Quarter By System (i.e Electric, Water & Gas)

April – June 2018

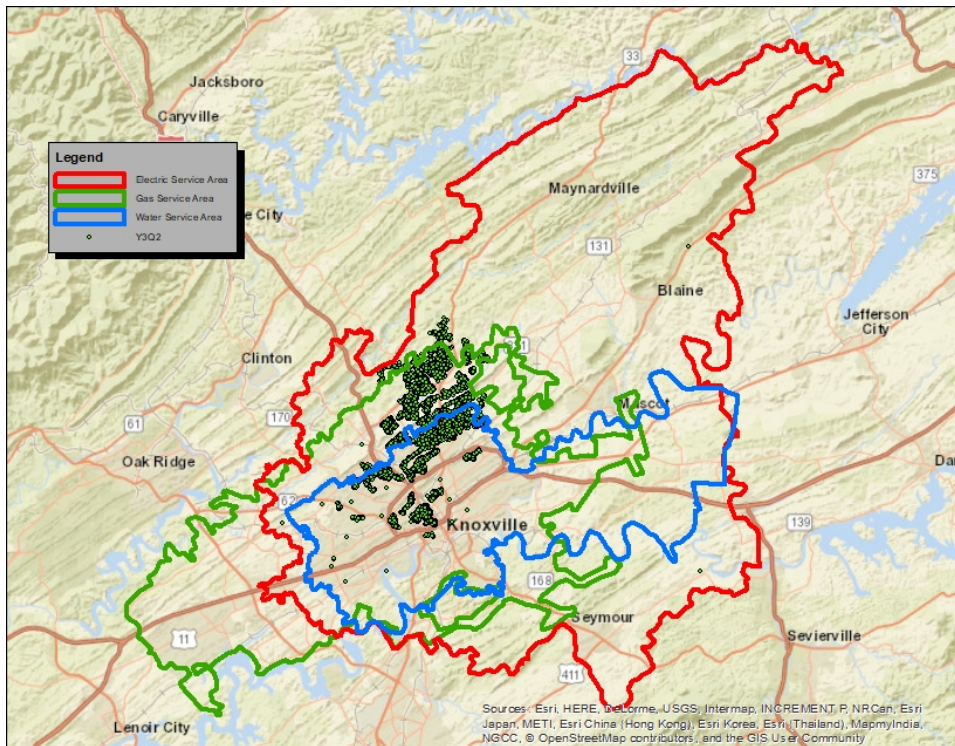


July – September 2018

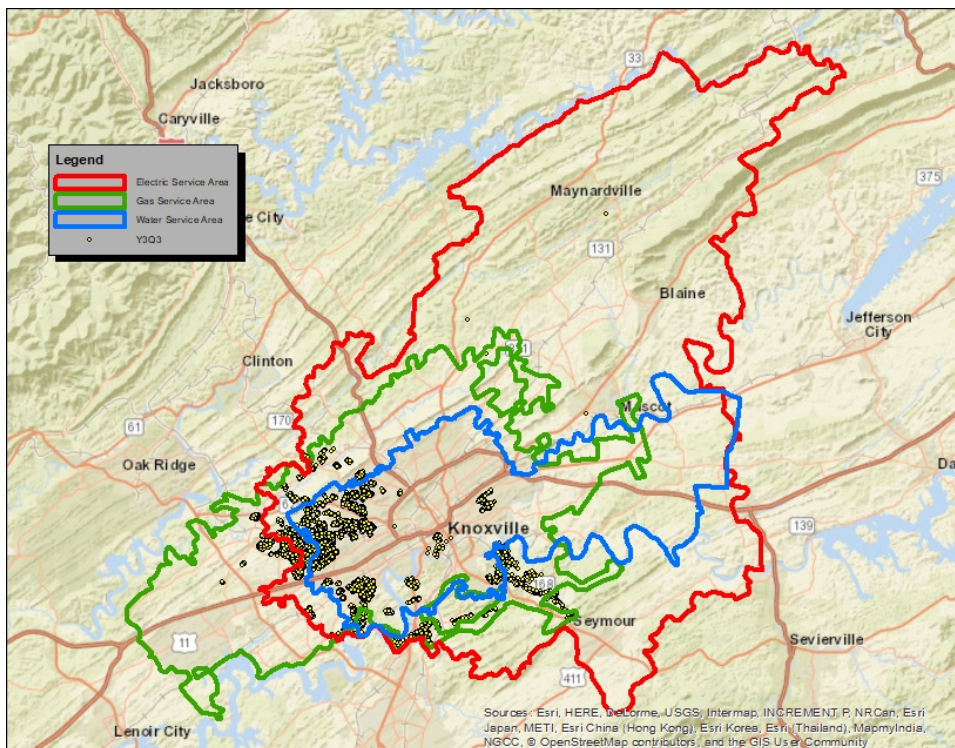




## October – December 2018

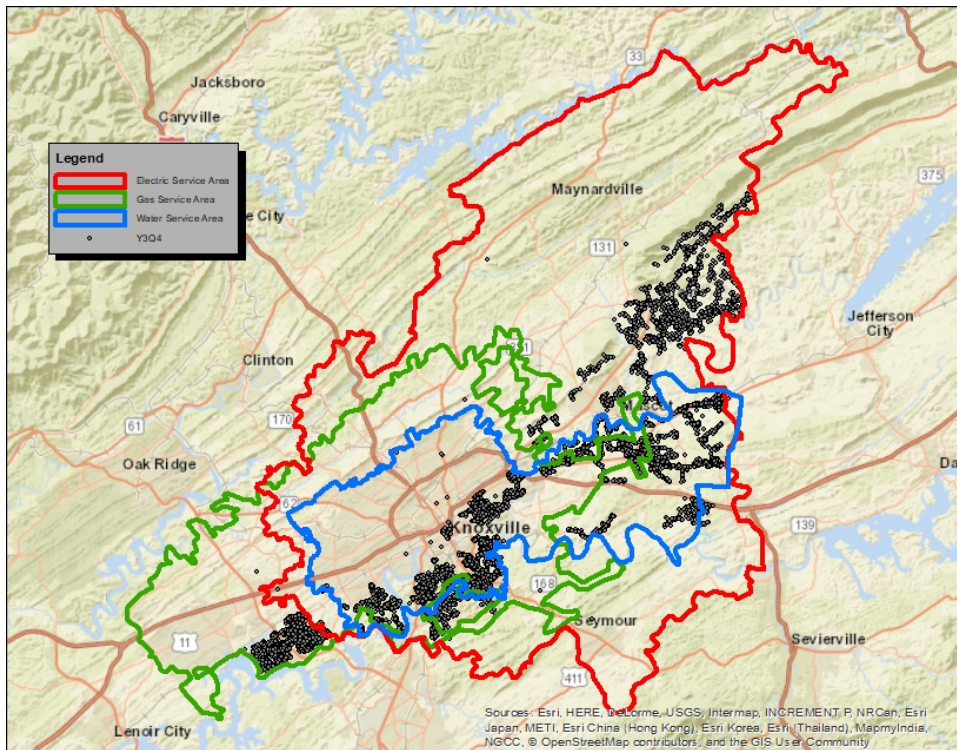


## January – March 2019

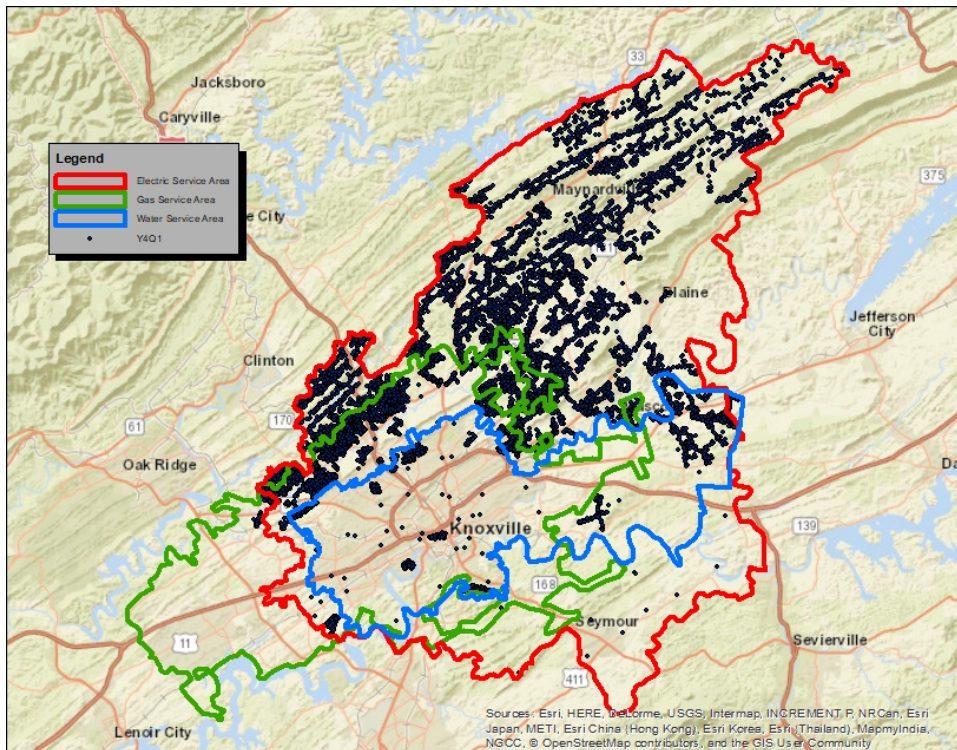




April – June - 2019

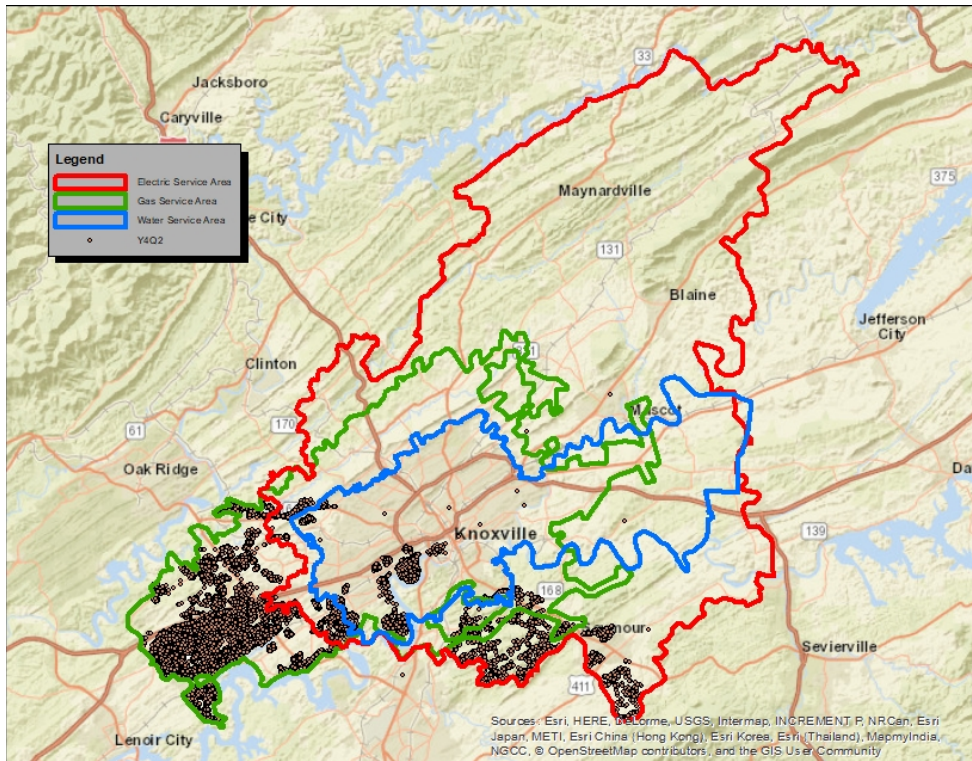


July – September 2019

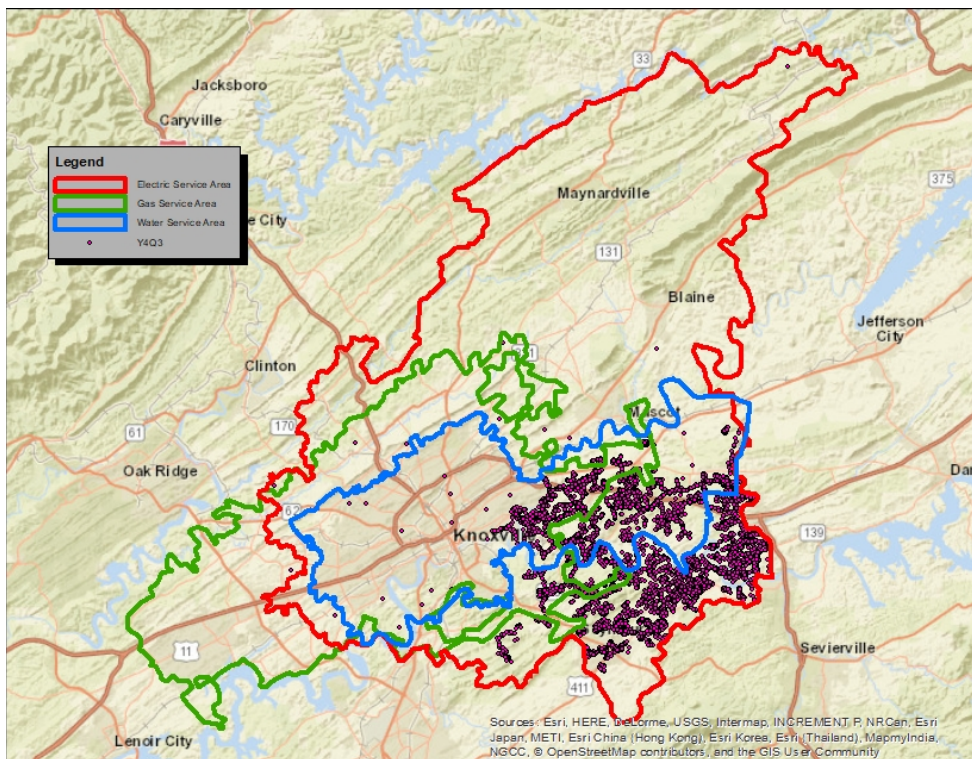




## October – December 2019



## January – March 2020



## **Appendix E: Exceptions to Terms and Conditions**

The Proposer hereby declares that the following list states any and all variations from and exception to the requirements of the Terms and Conditions and that, otherwise, it is the intent of the Proposer that the work be performed in strict accordance with the Contract Documents. The Proposer acknowledges that the listing of any exception, which is unacceptable to KUB, will have the effect of voiding the proposal.

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The Proposer hereby accepts the Terms and Conditions described herein except for the list of exceptions described immediately above.

Date:

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Signed:

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Title:

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