

Lowell City Council
Regular Meeting
Tuesday, May 2 2023 at 7:00 p.m.

Lowell Rural Fire Protection District Fire Station 1
389 N. Pioneer Street, Lowell, OR 97452

Members of the public are encouraged to provide comment or testimony through the following:

- Joining in person or by phone, tablet, or PC. For details, click on the event at www.ci.lowell.or.us.
 - In writing, by using the drop box at Lowell City Hall, 107 East Third Street, Lowell, OR 97452.
 - By email to: admin@ci.lowell.or.us.
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Regular Meeting Agenda

Call to Order/Roll Call/Pledge of Allegiance

Councilors: Mayor Bennett ___ Harris ___ Stratis ___ Weathers ___ Murray ___

Approval of Agenda

Consent Agenda

Council members may request an item be removed from the Consent Agenda to be discussed as the first business item of the meeting.

Public Comments

Speakers will be limited to three (3) minutes. The Council may ask questions but will not engage in discussion or make decisions based on public comment at this time. The Mayor may direct the City Administrator to follow up on comments received. When called, please state your name and address for the record.

Direct all comments to the Council through the Mayor. All speakers are expected to be polite, courteous, and respectful when making their comments. Personal attacks, insults, profanity, and inflammatory comments will not be permitted.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or other accommodations for persons with disabilities must be made at least 48 hours before the meeting to City Clerk Sam Dragt at 541-937-2157.

City Council Meeting Agenda

Council Comments (three minutes per speaker)

Staff Reports

Public Hearings

Old Business

1. Second reading on Ordinance 311, “An ordinance relating to solid waste management in the city of Lowell, Oregon, including but not limited to granting to Sanipac, inc. The exclusive franchise to collect, transport, and convey solid waste, recyclable materials and yard debris over and upon the streets of the city, and to recycle, reuse, dispose of, or recover materials or energy from solid waste; creating new provisions; repealing any portions of any other ordinances in conflict with this ordinance.” – Discussion/ Possible action
 - a. Motion to hold second reading on Ordinance 311 (recommended by title)
 - b. Vote to approve Ordinance 311

New Business

1. Review “Request for qualifications for ‘integrator of record’ service.” – Discussion/ Possible action
At this time, the City Council may vote to authorize the City Administrator to issue the “Request for qualifications for ‘integrator of record’ service.”

Other Business

Mayor Comments

Community Comments: Limited to two (2) minutes if prior to 9:30 P.M.

Adjourn the Regular Meeting

Agenda Item Sheet

City of Lowell City Council



Type of item:	Ordinance
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Item title/recommended action:

Second reading on Ordinance 311, "An ordinance relating to solid waste management in the city of Lowell, Oregon, including but not limited to granting to Sanipac, inc. The exclusive franchise to collect, transport, and convey solid waste, recyclable materials and yard debris over and upon the streets of the city, and to recycle, reuse, dispose of, or recover materials or energy from solid waste; creating new provisions; repealing any portions of any other ordinances in conflict with this ordinance."

a.Motion to hold second reading on Ordinance 311 (recommended by title)
b.Vote to approve Ordinance 311

Justification or background:

This is to hold a second reading (recommended by title only) and final vote of approval for the ordinance granting a 10-year franchise to Sanipac. As reported in the packet for your April 18, 2023 meeting, where you held a public hearing and first reading:

"At the April 4, 2023 meeting, City Council continued its discussion on the franchise agreement with Sanipac. This included additional information on expanded options for every other week service, further discussion on the rate standardization, the plan for communicating rate changes with customers, and the goal of starting an assistance program for financially distressed households. Based on that discussion, the consensus among City Council was to proceed with the franchise ordinance as presented in the packet. Features of the ordinance include: (1) 10-year term, which renews on an annual rolling basis; (2) rates standardized according to the schedule in Exhibit A; (3) 5% franchise fee paid to the city; (4) donated services to the city, including 3 roll off boxes for community clean-up days, City Hall dumpster service, and Blackberry Jam Festival dumpster service."

Budget impact:

Receipt of an estimated \$6,000 in franchise fee revenues. At least half of that is projected to be applied towards an assistance program whose duration is yet to be determined.

Agenda Item Sheet
City of Lowell City Council



Type of item:	Ordinance
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Department or Council sponsor:

Administration

Attachments:

Ordinance 311 and Exhibit A

Meeting date:	05/02/2023
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CITY OF LOWELL

ORDINANCE 311

AN ORDINANCE RELATING TO SOLID WASTE MANAGEMENT IN THE CITY OF LOWELL, OREGON, INCLUDING BUT NOT LIMITED TO GRANTING TO SANIPAC, INC. THE EXCLUSIVE FRANCHISE TO COLLECT, TRANSPORT, AND CONVEY SOLID WASTE, RECYCLABLE MATERIALS AND YARD DEBRIS OVER AND UPON THE STREETS OF THE CITY, AND TO RECYCLE, REUSE, DISPOSE OF, OR RECOVER MATERIALS OR ENERGY FROM SOLID WASTE; CREATING NEW PROVISIONS; REPEALING ANY PORTIONS OF ANY OTHER ORDINANCES IN CONFLICT WITH THIS ORDINANCE.

THE CITY OF LOWELL ORDAINS AS FOLLOWS:

SECTION 1: SHORT TITLE

This Ordinance shall be known as the "Solid Waste Management Ordinance", and it may be so cited and pleaded, and it shall be referred to herein as "this Ordinance".

SECTION 2: POLICY, PURPOSE, AND SCOPE

It is declared to be the public policy of the City to regulate solid waste management to accomplish the following:

- 2.1. Ensure safe, economical, financially stable, reliable, and comprehensive solid waste service;
- 2.2. Ensure rates that are just, fair, reasonable, and adequate to provide necessary public service and to prohibit rate preferences and other discriminatory practices;
- 2.3. Provide technologically and economically feasible resource recovery by and through the franchisee; and
- 2.4. Provide the opportunity to recycle.

SECTION 3: DEFINITIONS

"Administrator" means the City Administrator of the City or the City Administrator's designee.

"City" means the City of Lowell, Oregon, and the local government of that name.

"cart" means a receptacle provided by the franchisee that does not exceed one (1) cubic yard.

"compensation" means and includes:

- a) Any type of consideration paid for service, including but not limited to rent, the proceeds from resource recovery, and any direct or indirect provision for payment of money, goods, services, or benefits by tenants, lessees, occupants, or similar persons;
- b) The exchange of service between persons; and

- c) The flow of consideration from the person owning or possessing the solid waste to the person providing service.

"container" means a receptacle, of at least 1-yard capacity, provided by the franchisee.

"Council" means the City Council of the City.

"excluded waste" means any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations.

"franchisee" means the person granted the franchise by Section 4 of this Ordinance, or a subcontractor to that person.

"person" means an individual, partnership, association, corporation, trust, firm, estate, or other legal entity.

"recover resources", "resource recover" and "resource recovery" means the process of obtaining useful material or energy resources from solid waste, including energy recovery, materials recovery, recycling, or reuse of solid waste.

"recyclable material" means any material or group of materials that can be collected and sold for recycling at a net cost equal to or less than the cost of collection and disposal of the same material.

"service" means storage, collection, transportation, treatment, utilization, processing, and final disposal of, or resource recovery from, solid waste, yard debris and recyclable material; and providing facilities necessary or convenient to those activities.

"solid waste" means all putrescible and non-putrescible solid wastes, including but not limited to waste, garbage, rubbish, refuse, ashes, waste paper and cardboard, yard debris, residential, commercial, and industrial, demolition and construction wastes, discarded residential, commercial, and industrial appliances, equipment, and furniture, vehicle tires, manure, vegetable or animal solid or semisolid waste, small dead animals, and all other wastes not excepted by this Ordinance. Solid waste does not include:

- a) Hazardous wastes as defined by or pursuant to ORS 466.005 (**"hazardous waste"**);
- b) Septic tank and cesspool pumping or chemical toilet waste;
- c) Reusable beverage containers as defined in ORS 459A.725; or
- d) Excluded waste.

"solid waste management" means management of service.

"waste" means material that is no longer usable by or that is no longer wanted by the last user, producer, or source of the material, which material is to be disposed of or be resource recovered by another person.

"yard debris" means grass clippings, leaves, hedge trimmings, and similar vegetable or fruit waste generated from residential property or residential or commercial landscaping activities but does not include rocks, soil, concrete, stumps, or similar bulky wood materials.

SECTION 4: EXCLUSIVE FRANCHISE AND EXCEPTIONS

4.1 There is hereby granted to Sanipac, Inc., the franchisee, the exclusive right, privilege, and franchise to provide service in, and for that purpose to use the streets and facilities of, the City.

4.2 Except for the franchisee and except as otherwise specifically provided in this Ordinance, it shall be unlawful for any person to:

4.2.1 Provide service for compensation, or offer to provide, or advertise for the performance of service for compensation;

4.2.2 Provide service for compensation to any tenant, lessee, or occupant of any real property of the person.

4.3 Solid waste, whether or not source-separated, and including recyclable material, once placed in franchisee's vehicle, becomes the property of the franchisee. No person other than the franchisee shall remove solid waste placed out for collection and resource recovery by the franchisee, including, without limitation, any person acting or purporting to act as an agent for the owner of the solid waste in question. No person other than franchisee or the customer, including, without limitation, any person acting or purporting to act as an agent for the customer, shall place material in or remove material from a container or cart. No person other than franchisee shall enter any container or cart, including, but not limited to, entrance by climbing into it, reaching into it, using a tool or otherwise.

4.4 Nothing in this Ordinance shall prohibit any person from transporting solid waste he or she generates himself or herself to an authorized disposal site or resource recovery facility providing he or she complies with all other provisions of this Ordinance. Solid waste generated by a tenant, licensee, occupant, or similar person is produced by that person, not the landlord or property owner.

4.5 The exclusive right, privilege, and franchise to provide service granted to franchisee by this Ordinance shall extend to all land within the corporate limits of the City. Any land annexed to the City during the term of this Ordinance shall automatically be subject to this Ordinance, and the franchisee shall have the exclusive right, privilege and franchise to provide service to property in any land so annexed. Upon annexation, the franchisee shall contact the property owners of the newly annexed land and arrange for service.

SECTION 5: FRANCHISE TERM AND RENEWAL

The rights, privileges and franchise herein granted to the franchisee shall commence on the 1st day of July 2023, and shall be considered as a continuing ten (10) year franchise. That is, on July 1st of each year, the franchise will be considered renewed for an additional ten (10) year term, unless at least thirty (30) days prior to July 1st of any year the City notifies the franchisee in writing of the intent to terminate the franchise. Upon the giving of such notice of termination, the franchisee shall have a franchise, which will terminate ten (10) years from the date of notice of termination. After such notification, the City may extend the term or reinstate the continuing renewal upon mutual agreement with the franchisee.

SECTION 6: INDEMNIFICATION AND INSURANCE

6.1 The franchisee shall indemnify and save harmless the City and its officers, agents and employees from any and all loss, cost, and expense arising from damage to property and from injury to or death of persons to the extent caused by any wrongful or negligent act or omission of the franchisee, its agents, or employees in exercising the rights, privileges, and franchise hereby granted.

6.2 None of the rights granted by this franchise shall be exercised by the franchisee until it shall supply the City with a certificate or a policy of commercial general liability insurance in a form approved by the City and naming the City as an additional insured for \$5,000,000 in combined single limit coverage for each occurrence of personal liability and property damage.

6.3 The franchisee shall be required to furnish a surety bond with a bonding company entitled to transact business in the State of Oregon in the sum of \$10,000, conditioned that the franchisee shall well and truly observe and comply with the terms and conditions of this Ordinance. The franchisee shall renew the surety bond annually and file the bond with the City. The franchisee and the City may agree in writing to some additional method of securing to the City the assurance that the amount due to the City will be paid and that the franchisee will perform the terms of this Ordinance.

SECTION 7: RATES

7.1 The initial rates for service are attached as **Exhibit A**.

7.2 Disposal or service cost increases established by a unit of federal, state or local government having jurisdiction or by the owner or operator of the applicable disposal site may be passed on to customers following a thirty (30) days' notice of such increases to affected customers.

7.3 The rates for service described above shall be automatically adjusted annually, effective March 1st of each year during the term of the franchise, commencing on March 1, 2023, based on the annual average increase, if any, of the Consumer Price Index – The "CPI" means the Consumer Price Index for All Urban Consumers, All items in West - Size Class B/C, all urban consumers, not seasonally adjusted – West-Size Class B/C. <https://data.bls.gov/timeseries/cuurn400sa0,cuusn400sa0> Calculated and prepared by the United States Department of Labor, Bureau of Labor Statistics or its successor during the most recent twelve (12) month period ending no later than December 31st of the calendar year preceding the upcoming year. For example, if the CPI increased three percent (3%) from the annual average of 2022 to the annual average of 2023 then the rates for service would automatically be subject to a three percent (3%) increase effective as of March 1, 2024. Under no circumstances shall the franchisee's rates be decreased below the rates in effect during the immediately preceding year. In the event the CPI increased over seven-point-two-five percent (7.25%) from the prior year's annual average, the automatic increase shall be capped at seven-point-two-five percent (7.25%) and the franchisee and the City shall meet and confer in good faith to determine whether the franchisee shall be entitled to receive the remaining increase above seven-point-two-five percent (7.25%). In this case the remaining increase above seven-point-two-five percent (7.25%) shall not be unreasonably withheld. In the event the CPI index is no longer published, the parties shall confer in good faith to select an alternative index and shall confirm their agreement on a substitute index in writing. All percentages shall be computed to the third decimal place.

7.4 In addition to the adjustment mechanisms set forth above, the franchisee may request an adjustment to the rates for service, under the following extraordinary circumstances: (i) any changes in existing, or adoption of new, federal, state, local or administrative laws, rules or regulations that result in an increase in the franchisee's costs, including but not limited to the imposition of new or the increase to existing governmental, regulatory or administrative taxes or fees; and (ii) in the event that unforeseen circumstances arise which materially affect the franchisee's costs or revenues under this Ordinance, including, but not limited to, extraordinary increases in the cost of fuel. The franchisee's application for an extraordinary rate adjustment shall include a statement of the amount of the requested rate adjustment, the basis there for, and all financial and other records on which the franchisee relies for its claim that the franchisee's costs have increased. City staff shall promptly review the franchisee's rate application and notify the franchisee if its application is complete or whether City staff wishes to review and/or audit any additional documents or information reasonably related to the requested increase before submitting the matter to the Council for its consideration. Rate adjustments made under this Section 7.5 may be requested by the franchisee at any time during the course of an operating year. The Council shall review and consider approval of adjustment requests under this Section 7.5 in its discretion; provided that such approval shall not be unreasonably withheld, conditioned or delayed. The Council shall review and consider such requests within a reasonable period of time after the complete submittal by the franchisee of its application for an

extraordinary rate adjustment and after the City has had a reasonable period of time to request, review and audit any applicable financial records of the franchisee. The Council may grant the franchisee's requested rate adjustment or, based on the information presented, increase the rates for service in amounts differing from the franchisee's request. The adjusted rates, if approved by the Council, shall go into effect after customers have received thirty (30) days' notice of such approval.

7.5 In an effort to defray the costs incurred by the franchisee for providing its services under this Ordinance, the franchisee shall be entitled to receive and retain all revenues, if any, from the sale of recyclable material and/or yard debris received by the franchisee from its customers.

SECTION 8: FRANCHISE FEE

8.1 In consideration of the granting of this franchise, the franchisee agrees to pay to the City a franchise fee of five percent (5.0%) of its gross receipts collected from customers within the City; provided that the franchisee shall be permitted to add (i.e., pass-through) the amount of such franchise fee to the rates charged to customers for solid waste, recyclable material and yard debris collection services. Such franchise fee shall be payable by the franchisee every other month beginning February 1, 2023.

8.2 The franchisee shall keep and maintain accurate books and records for the purpose of determining the amounts due the City under the provisions of this franchise. These books and records shall be open to inspection by the City, its attorney, or authorized agent at any time during the franchisee's business hours. The franchisee shall keep and maintain books and records related to the franchise for a period of five (5) years following the expiration or earlier termination of the franchise. During that five (5) year period, the books and records shall continue to be open to inspection by the City, its attorney, or authorized agent at any time during the franchisee's business hours.

SECTION 9: FRANCHISE RESPONSIBILITY

The franchisee shall:

9.1 Dispose of solid wastes collected at a site approved by the local government unit having jurisdiction of the site or recover resources from the solid wastes, in compliance with Chapter 459, Oregon Revised Statutes, and regulations promulgated thereunder.

9.2 Provide the opportunity to recycle consistent with ORS Chapter 459A and regulations promulgated thereunder.

9.3 Comply with all applicable local, state, and federal laws, now or hereafter enacted (Laws). In the case of a conflict between this Ordinance and other Laws, the Laws shall prevail.

9.4 Provide a minimum of weekly on-route collection of residential solid waste materials (35, 65, 96-gallon).

9.5 Provide a minimum of once per month collection of residential commingled recyclable materials (96-gallon) on the same pick-up day as solid waste service.

9.6 Provide recycling education and promotion through its quarterly newsletters.

9.7 Be responsible for mailing educational welcome packets to all new customers in an effort to outline all recycling services.

9.8 Offer recycling collection service to multi-family dwelling complexes having five (5) or more units.

9.9 Offer on-site collection of commingled recyclable materials from commercial customers.

9.10 Within 30 days after the effective date of this Ordinance, file with the City Recorder a written acceptance of this franchise.

9.11 Provide sufficient collection vehicles, containers, facilities, personnel, and finances to provide the service pursuant to this Ordinance. Where one or a few large customers require substantial investment in new or added equipment not otherwise necessary to service the franchised service area, the franchisee may require a contract with those customers providing that the customer will require and pay for service for a reasonable period of time. This Ordinance exception is intended to assist in financing the necessary equipment and in protecting the integrity of the remaining service should the source or sources terminate collection service.

9.12 Respond to any written complaint on service.

9.13 Provide three (3) roll off boxes annually for waste material generated from the City's community wide clean-up, free of charge.

9.14 Annually, remove all solid waste collected within one (1) 5-yard solid waste container from the Lowell Blackberry Jam Festival, free of charge.

9.15 Provide solid waste collection services for waste generated as part of the regular business of City Hall, free of charge.

SECTION 10: PUBLIC RESPONSIBILITY

In addition to compliance with ORS Chapters 459 and 459A and regulations promulgated thereunder:

10.1 To prevent recurring back and other injuries to the franchisee and other persons and to comply with safety instructions to the franchisee from the State Accident Insurance Fund:

10.1.1 All customers who subscribe to the franchisee's residential collection service shall only use carts furnished by the franchisee. All such carts shall remain the property of the franchisee.

10.1.2 To allow proper use of franchisee's pickup equipment for carts, all residential customers shall, whether on collection days or for on-call service, place all carts at the street, curb, or other pickup point designated by the franchisee. Carts shall not be loaded beyond the manufacturer's recommended maximum load weight.

10.1.3 If any disabled residential customer (with a DMV disabled-parking certification, physician's letter, or other reasonable certification of disability) is unable to roll the cart to the street or curb, the franchisee will pick up the cart at the customer's residence at the same rate as curb service. All such carts shall remain the property of the franchisee. Any other customer who wants the cart picked up at a location other than the curb shall, at franchisee's request, specify the location in writing. The location must be visible from the street. The franchisee may charge an additional fee for non-curbside service.

10.1.4 Sunken receptacles shall not be used.

10.1.5 The customer shall provide safe access to the pickup point, so as not to jeopardize the safety of the driver of a collection vehicle or the motoring public or to create a hazard or risk to the person providing service. Where the Council finds that a private bridge, culvert, or other structure or road is incapable of safely carrying the weight of the collection vehicle, the franchisee shall not enter onto the structure or road. The user shall provide a safe alternative access point or system.

10.2 To protect the privacy, safety and security of customers and to prevent unnecessary physical and legal risk to the franchisee, a residential customer shall place the container to be emptied outside of any locked or latched gate and outside of any garage or other building.

10.3 Any vehicle used by any person to transport solid wastes shall be so loaded and operated as to prevent the wastes from dropping, shifting, leaking, blowing, or other escapement from the vehicle onto any public right-of-way or lands adjacent thereto.

10.4 Any person who receives service shall be responsible for payment for the service. When the owner of a single or multiple dwelling unit or mobile home or trailer space has been notified in writing by the franchisee of his contingent liability, the owner shall be responsible for payment for service provided to the occupant of the unit if the occupant does not pay for the service.

SECTION 11: SUPERVISION

Service provided under the franchise shall be under the supervision of the Administrator. The franchisee shall, at reasonable times, permit the Administrator's inspection of its facilities, equipment, and books and records related to its charges, rates, and receipts.

SECTION 12: SUSPENSION, MODIFICATION OR REVOCATION OF FRANCHISE

12.1 Failure to comply with a written notice to provide necessary service or otherwise to comply with the provisions of this Ordinance after written notice and a reasonable opportunity to comply shall be grounds for modification, revocation, or suspension of the franchise.

12.2 After written notice from the Council that those grounds exist, the franchisee shall have thirty (30) days from the date of receipt of the notice in which to comply (or commence compliance, if such failure to comply is not capable of being cured within thirty (30) days) or to request a public hearing before the Council.

12.3 If the franchisee fails to comply within the specified time or fails to comply (or commence compliance, if applicable) with the order of the Council entered upon the basis of findings at the public hearing, the Council may suspend, modify, or revoke the franchise or make that action contingent upon continued non-compliance.

12.4 At a public hearing, the franchisee and other interested persons shall have an opportunity to present oral, written, or documentary evidence to the Council.

12.5 Should the franchisee at any time, contend that the City has breached any provision of this franchise, in any material respect, the franchisee shall immediately notify the City in writing of the franchisee's contention. The City shall have a reasonable time to cure any such alleged breach, which in all events shall not be less than thirty (30) days. If the City fails to cure the breach within such time, the franchisee may suspend service or terminate this franchise.

SECTION 13: FORCE MAJEURE, EMERGENCY SERVICE BY THE CITY

13.1 The franchisee shall not be in default under this franchise in the event that the collection, processing, transportation and/or disposal services of the franchisee are temporarily interrupted or discontinued for reasons outside the reasonable control of the franchisee, including but not limited to: riots, wars, sabotage, civil disturbances, acts of terrorism, insurrection, explosion, natural disasters such as floods, earthquakes, landslides and fires, strikes, lockouts and other labor disturbances, excessive snow, acts of God, or other similar or dissimilar events which are beyond the reasonable control of the franchisee (each an "Event of Force Majeure").

13.2 The franchisee agrees as a condition of holding this franchise, that whenever the Council reasonably determines that the failure of service, other than in connection with an Event of Force Majeure, would result in the creation of an immediate and serious health hazard, the City may, after a minimum of seven (7) days' prior written notice to the franchisee, and a public hearing if requested by the franchisee, authorize City personnel or other persons to temporarily provide the service.

SECTION 14: TERMINATION OF SERVICE

The franchisee shall not terminate service to all or a portion of its customers unless:

14.1 The street or road access is blocked and there is no alternate route; provided, the City shall not be liable for any such blocking of access;

14.2 An Event of Force Majeure occurs; or

14.3 A customer has not paid for service provided after a regular billing, or does not comply with franchisee's reasonable policies as in effect from time to time.

SECTION 15: TRANSFER OF FRANCHISE

The franchisee shall not transfer the franchise or any portion of it to other persons without the prior written approval of the Council, which consent shall not be unreasonably withheld, conditioned or delayed. The Council shall approve the transfer if the transferee meets all applicable requirements met by the original franchisee.

SECTION 16: INTERPRETATION

Any interpretation or finding by any court of competent jurisdiction that any portion of this Ordinance is unconstitutional or invalid shall not invalidate any other provision of this Ordinance.

SECTION 17: ENFORCEMENT

The City may enforce the provisions of this Ordinance by administrative, civil, or criminal action as necessary to obtain compliance with this Ordinance. Following written notice by the franchisee to the Administrator of a violation of any provision of this Ordinance, the City shall make all reasonable efforts to commence enforcement action(s) against the violator(s) identified in the franchisee's notice within seven (7) days of the date of the notice. Notwithstanding the foregoing, the franchisee may independently enforce the exclusivity provision of this Ordinance against third-party violators, including but not limited to seeking injunctive relief and/or damages, and the City shall use good-faith efforts to cooperate in such enforcement actions brought by the franchisee.

SECTION 18: HAZARDOUS WASTE

Those residents receiving services within the City shall not deposit in the franchisee's equipment or place out for collection by the franchisee any hazardous waste. Title to and liability for any hazardous waste shall remain with the resident and/or generator of such hazardous waste, even if the franchisee inadvertently collects and disposes of such hazardous waste. Notwithstanding any other term contained herein, the franchisee shall have no obligation to collect any material which is, or which the franchisee reasonably believes to be, hazardous waste. If the franchisee finds what reasonably appears to be discarded hazardous waste, the franchisee shall notify the resident/ generator, if such can be determined, that the franchisee may not lawfully collect such hazardous waste and leave a tag specifying the nearest location available for appropriate disposal.

SECTION 19: ARBITRATION

19.1 If any controversy between the City and franchisee regarding language of this Ordinance, performance thereof, or negotiation of rates, charges, and frequency of service cannot be settled by the parties, the controversy shall be submitted to arbitration. Either party may request arbitration by providing written notice to the other. If the parties cannot agree on a single arbitrator within ten (10) days from the giving of notice, each party shall within five (5) days thereafter appoint one (1) arbitrator. The two (2) arbitrators shall immediately select an impartial third (3rd) arbitrator to complete a three (3)-member panel. If either party fails to select an arbitrator, the other party may petition the Chief Judge of the Circuit Court of Lane County for designation of the arbitrator. The arbitration shall be conducted in accordance with ORS 36.300 et seq., or the provisions of any successor statute. In preparation for the arbitration hearing, the parties shall have the rights of pre-trial discovery as supervised by the arbitrator(s).

19.2 The cost of the arbitrator or arbitration panel shall be shared equally by the franchisee and the City.

SECTION 20: ATTORNEY'S FEES

If any arbitration, action, or enforcement proceedings or appeal thereof is instituted in connection with any controversy between the City and the franchisee arising out of this Ordinance, the performance of the rights and obligations herein, or the failure to perform, the prevailing party shall be entitled to recover, in addition to costs (including the cost of the arbitrator(s) and the arbitration) and disbursements, such sum as the person or body rendering the decision may adjudge reasonable as attorney's fees.

SECTION 21: NOTICE

Any notice required by this Ordinance shall be delivered in writing by personal service upon an officer of the City or franchisee or by certified mail addressed to the City at:

City of Lowell
PO Box 490
107 East 3rd Street
Lowell, Oregon 97452

or to the franchisee at:

Sanipac Inc.
P.O. 10928
Eugene, Oregon 97440

The City and the franchisee may change its address designation upon written notice to the other.

SECTION 22: EFFECTIVE DATE

This Ordinance will go into full force and effect on the 30th day after City Council enactment and signature by the Mayor.

Adopted by the City Council of the City of Lowell this ___ day of _____ 2023.

AYES: _____

NOES: _____

APPROVED:

Don Bennett, Mayor

ATTEST:

Jeremy Caudle, City Recorder

First reading: _____

Second reading: _____

Adopted: _____

Signed: _____

Effective date: _____

EXHIBIT A:

INITIAL RATES FOR SERVICE

		Current Lowell Averages	8.15%	5%
			2023 PI	2023 Proposed w/ Franchise Fees
Residential				
35 Gallon Cart	Every Other Week	\$16.23	\$17.55	\$18.43
35 Gallon Cart	Weekly	\$26.19	\$28.33	\$29.74
35 Gallon Cart	Weekly, Additional Cart	\$26.19	\$28.32	\$29.74
65 Gallon Cart	Every Other Week	n/a	n/a	\$33.10
65 Gallon Cart	Weekly	\$47.00	\$50.83	\$53.37
95 Gallon Cart	Every Other Week	n/a	n/a	\$45.60
95 Gallon Cart	Weekly	\$64.74	\$70.02	\$73.52
95 Gallon Cart Recycle, Additional	Every Other Week, Additional	\$4.23	\$4.58	\$4.81
Extra Bags	Extra Bags	\$5.00	\$5.41	\$5.68

Commercial				
65 gallon	Weekly	\$38.69	\$41.84	\$43.94
95 gallon	Weekly	\$53.22	\$57.56	\$60.44
1 Yard	Monthly	\$20.22	\$21.87	\$22.96
1 Yard	Every Other Week	\$51.52	\$55.72	\$58.50
1 Yard	Weekly	\$107.18	\$115.92	\$121.71
1 Yard	Weekly, Additional Container	\$99.69	\$107.81	\$113.20
1.5 Yard	Monthly	\$35.91	\$38.84	\$40.78
1.5 Yard	Every Other Week	\$79.87	\$86.38	\$90.70
1.5 Yard	Weekly	\$141.98	\$153.55	\$161.23
1.5 Yard	Weekly, Additional Container	\$131.73	\$142.47	\$149.59
2 Yard	Monthly	\$45.64	\$49.36	\$51.83
2 Yard	Every Other Week	\$109.37	\$118.28	\$124.20
2 Yard	Weekly	\$180.87	\$195.61	\$205.39
2 Yard	Weekly, Additional Container	\$167.70	\$181.37	\$190.44
3 Yard	Monthly	\$67.59	\$73.09	\$76.75
3 Yard	Every Other Week	\$147.11	\$159.10	\$167.05
3 Yard	Weekly	\$211.53	\$228.77	\$301.61
3 Yard	Weekly, Additional Container	\$240.37	\$259.96	\$272.96
4 Yard	Monthly	\$88.52	\$95.73	\$100.52
4 Yard	Every Other Week	\$198.25	\$214.40	\$225.12
4 Yard	Weekly	\$378.40	\$409.24	\$429.70
4 Yard	Weekly, Additional Container	\$318.83	\$344.81	\$362.05
6 Yard	Monthly	\$126.29	\$136.59	\$143.42
6 Yard	Every Other Week	\$256.61	\$277.52	\$291.40
6 Yard	Weekly	\$521.59	\$564.10	\$592.30
6 Yard	Weekly, Additional Container	\$483.30	\$522.69	\$548.83
1.5 Yard	1.5 YD 1X WK COMINGLE 1	\$0.00	\$0.00	\$0.00
2 Yard	2 YD 1X WK COMINGLE 1	\$0.00	\$0.00	\$0.00

EXHIBIT A: INITIAL RATES FOR SERVICE

		Current Lowell Averages	8.15%	5%
Extra Yard	Extra Yard	\$16.17	2023 PI	2023 Proposed w/ Franchise Fees
			\$17.49	\$23.75

Roll Off			
Delivery fee:	\$	160.00	per box
20yd haul fee:	\$	254.00	per haul
30yd haul fee:	\$	381.00	per haul
Lane County Disposal Fee: (pass through and subject to change based on landfill tip fee changes)	\$	85.34	per ton
Rent (after 7 days)		\$12	per day, with a max amount of \$196/month

Agenda Item Sheet

City of Lowell City Council



Type of item:	Procurement
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Item title/recommended action:

Review "Request for qualifications for 'integrator of record' service." – Discussion/ Possible action

At this time, the City Council may vote to authorize the City Administrator to issue the "Request for qualifications for 'integrator of record' service."

Justification or background:

Staff recently asked for Civil West Engineering's assistance in preparing a request for quotations for a replacement programmable logic controllers/supervisory control and data acquisition (PLC/SCADA) system. The reason is that staff believe it is in the city's best interests to place an order for a replacement system, as the estimated lead time from order to implementation is several months.

Civil West Engineering advised the city to contract with an "integrator of record" through a competitive request for qualifications (RFQ) process. The integrator would be the city's consultant on an on-going basis for all matters related to the PLC/SCADA system. This includes pricing, selecting, and maintaining the system.

By going through the RFQ process, the city could procure the system and related services directly through the integrator. The RFQ process may take more time than simply obtaining 3 quotes. The benefit is that we will have a contract with a professional for on-going services and procurement, as needed. This will ensure a timely and streamlined process for obtaining services and materials in the future for our PLC/SCADA system.

Since this is the first time this issue has come before City Council, you may wish to receive this information at the May 2 meeting with action to occur at a later meeting. Staff recommend direction from the City Council, however, no later than the May 16 meeting.

According to your goal setting resolution, replacing the system is your second highest priority. The recommended budget that you'll see in May includes a recommendation to fund the replacement system with an estimated cost included in the budget. We won't have a final cost estimate, however, until the integrator starts working on this.

Agenda Item Sheet
City of Lowell City Council



Type of item:	Procurement
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Budget impact:

Estimated expenditure of \$6,000 for Civil West Engineering to assist in the procurement process; integrator services and materials are billed as requested and authorized by the city.

Department or Council sponsor:

Public Works

Attachments:

RFQ for integrator of record services

Meeting date:	05/02/2023
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REQUEST FOR QUALIFICATIONS

Pursuant to OAR 137-048-0220, the City of Lowell (City) is conducting a formal selection procedure for professional consulting services. The City of Lowell is soliciting statements of qualifications (SOQ's) from firms to provide technical, design, and integration support to the City for Supervisory Control and Data Acquisition (SCADA) and to serve as the City's Integrator of Record (IOR). The City's goal is to utilize the support and resources of a single firm to provide these services to facilitate consistency, rapid response to needs, and a standard approach to developing and maintaining the City's controls and electrical systems moving forward.

The City plans to select the highest ranked proposer from those teams' submitting statements of qualifications. The anticipated contract will generally include: on-site troubleshooting of controls or other programming issues; repairing sensors, PLC's, SCADA components, communications (wireless, cellular, or others), and otherwise maintaining the system; responding to requests to upgrade or change programming in PLC's or other systems; upgrading or installing software, firmware, or other system and remotely accessing systems to review problems, troubleshoot, or answer questions about controls, SCADA, or related systems; and respond to requests for support from the City regarding controls, SCADA, etc.

Obtaining the RFQ Documents

Information and RFQ Documents for the Project can be found at the following designated website:

<https://www.civilwest.com/RFQ>

RFQ Documents may be viewed at no cost from the designated website. Please refer to eBid Project _____ . Documents may be downloaded for \$5.00. Prospective Proposers are urged to register with the designated website as a plan holder, even if RFQ Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other RFQ Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for RFQ Documents, including addenda, if any, obtained from sources other than the designated website. For assistance with the RFQ website, please contact QuestCDN at 952-233-1632 or info@questcdn.com.

The Issuing Office for the RFQ Documents is:

Civil West Engineering Services, Inc.
200 Ferry St. SW
Albany, OR 97321
Ph: (541) 266-8601

Prospective Proposers may obtain or examine the RFQ Documents at the Issuing Office by appointment only on Monday through Friday between the hours of 8am-5pm and may obtain copies of the RFQ Documents from the Issuing Office as described below. Partial sets of RFQ Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of RFQ Documents, including addenda, if any, obtained from sources other than the designated website or issuing Office.

Optional printed copies of the RFQ Documents may be obtained from the Issuing Office by paying a nonrefundable price of \$40.00 for each set. Please make checks for RFQ Documents payable to Civil West Engineering Services and send it to the address above. Questions regarding this solicitation can be addressed to:

Matt Wadlington, PE, Regional Manager
Civil West Engineering Services, Inc.
mwadlington@civilwest.net
541-266-8601

Proposals will be received by the City until 2:00 pm, **May 31st, 2023**. Responses received after this time will be rejected as non-responsive. Proposers shall either submit proposals in a sealed opaque envelope, plainly marked "Request for Qualifications for Integrator of Record Engineering Services for the City of Lowell" to the City of Lowell at City Hall at the address below.

This Advertisement is issued by:

Owner: **City of Lowell**
By: **Jeremy Caudle**
Title: **City Administrator**
Address: **70 N. Pioneer St**
Lowell, OR 97452

Daily Journal of Commerce
Portland, OR
May 5 and 17, 2023



City of Lowell, Oregon

**Request for Qualifications
Integrator of Record Services**

Closes 2:00 p.m., May 31st, 2023

1. General Information

1.1 Introduction

The City of Lowell is soliciting for an Integrator of Record (Integrator) to provide water and wastewater control system and instrumentation integration services as an independent contractor to the City. Services typically conducted by the Integrator include, but are not necessarily limited to, the items listed in Section 2 of this Request for Qualifications (RFQ). Work shall be provided to the City on an as-needed basis as authorized by Public Works Management.

This RFQ, issued in accordance with the provisions of the laws including statutes, ordinances, resolutions, and rules of the State of Oregon and the City of Lowell, invites qualified firms (Proposers) to submit their Statement of Statement of Qualifications to provide the services described.

1.2 Background & Purpose

The City of Lowell is located north of Dexter Reservoir in Lane County, approximately 20 miles southeast of Springfield on State Highway 58. Lowell was incorporated in 1954 at the site of an abandoned town that originally housed workers from the U.S. Army Corps of Engineers for the construction of both the Dexter and Lookout Point Reservoirs. The City of Lowell is primarily a residential community with no major industries.

Through the Public Works Department, the City owns and operates utility systems and infrastructure that serves the City, including the water system and wastewater system. Portions of these systems have monitoring and control capabilities provided by supervisory control and data acquisition (SCADA) systems.

The City does not currently have an Integrator of Record. Integration services have been procured on a project-by-project basis. The City desires to evaluate the consultant market to provide this service. The City's objective with this RFQ is a successful partnership with an Integrator who will support the City's financial and operational long-term interests.

The City's current SCADA system is past its useful life. A replacement SCADA and PLC system is identified in the City's 2022 Water Master Plan.

Infrastructure

Water System: The City has a raw water intake in Dexter Reservoir which pulls water into a conventional water treatment plant. Treated water pumped to the distribution system, which includes two finished water storage reservoirs, each approximately 500,000 gallons.

Wastewater System: Wastewater is collected in a gravity sewer system which conveys raw wastewater to the wastewater treatment plant. The collection system includes one lift station. Wastewater is initially screened to remove large material. An activated sludge treatment plant is used to biologically treat the wastewater. Disinfection is accomplished using a liquid solution of sodium hypochlorite. The City is in the process of completing a Wastewater Facilities Plan.

1.3 Selection Schedule

The City anticipates the following general timeline for its selection process. The City reserves the right to change this schedule.

RFQ Advertised	5/5/2023 & 5/17/2023
Statement of Qualifications Due Date	5/31/2023, 2:00 pm
Invitation to Interview (if needed)	6/5/2023
Begin negotiations with Selected Proposer	6/8/2022
Publish Notice of Intent to Award	6/13/2023
Award Contract	6/20/2022

1.4 Pre-Submittal Walkthrough

There will be no scheduled pre-submittal walkthrough. Applicants may schedule up to 7 days before the submittal date by contacting Public Works at (541) 937-2776 at prior to .

2. Scope of Services

This section includes a list of services that the selected Integrator of Record may be asked to provide. This list is intended to provide potentially proposers with information about the types of services they must be qualified to provide and may be tasked with performing.

- Serve as the City's Integrator of Record.
- Design and integrate updates to the City's existing SCADA system.
- Provide equipment or technical recommendations and associated preliminary price estimates to support the development of City project budgets.
- Troubleshoot issues with City facilities and make recommendations for improvements.
- Perform ongoing routine maintenance and repairs on the control system and instrumentation and affected components.
- Provide emergency support services.
- Work with architects, engineers and contractors as needed concerning public improvements.
- Serve as the City's representative as requested during the instrument/component selection, design review, plan approval, construction management, and project closeout phases of any capital project, development or planning project prepared by others and submitted to the City for approval. Provide written recommendations from a control systems and instrumentation perspective when requested.
- In addition to the general and recurring activities listed above, there may be ad hoc duties including verbal communications with the Mayor, City Council, or other City staff in elements of prudent administration of the City's infrastructure systems.
- Subconsultants may be used, subject to written approval by the City on design projects where supplemental expertise is desired.

Services provided by the City's Integrator of Record are expected to primarily support the City's water and wastewater systems. The City is beginning preliminary design on a major water system improvements project which is expected to include a SCADA system and PLC upgrade. Additionally, the City is completing a Wastewater Facilities Plan. The City may choose to have its Integrator of Record complete control and integration system improvements identified through the facility planning process in the future.

The Integrator of Record reports directly to the Public Works Director. The work will include site visits, telephone conferences and email. Inquiries from the general public and/or press are outside the purview of the Integrator of Record. Any and all inquiries for the Integrator's time shall be channeled through the Public Works Director or City Administrator, one of who must authorize such request prior to the Integrator taking any action.

3. Instructions

3.1 Submittal and Due Date

Three hard copies of the Statement of Qualifications shall be submitted to the City of Lowell City Hall, 70 N. Pioneer Street, Lowell, OR 97452. Responses shall meet the requirements set forth in Sections 3.4 Proposal Format, and 3.5 Proposal Content.

3.2 Inquiries

Max Baker, Public Works Director, shall act as the facilitator for this process. Inquiries submitted within 2 days prior to the due date may not be considered. Questions concerning this RFQ should be submitted via email to mbaker@ci.lowell.or.us and cc'd to Matt Wadlington, City Engineer at mwadlington@civilwest.net.

Oral instructions or information concerning the RFQ given out by elected officials, employees, agents or representatives of the City of Lowell to prospective Responders shall not bind the City of Lowell and shall not be relied upon. Changes to instructions concerning the RFQ process or additional information will be issued via an addendum to all prospective Responders who are on the plan holder list.

3.3 Minimum Qualifications

Proposers must meet the following minimum qualifications to be considered:

- 5 years of experience providing water and wastewater integration and support services to public agencies.
- Good legal standing in Oregon and in home state if other than Oregon. (No bankruptcy, fraud, or illegal activities for the past 10 years.)
- Ability to provide the integration work needed by the City to the standards required by the City, County and State.
- Ability to furnish insurance coverage as specified in Section _____ of the attached contract form.

3.4 Proposal Format

Proposers shall submit three printed copies of the Statement of Qualifications.

If your proposal contains proprietary information protected under Section 3.8 of this RFQ, please provide an additional redacted digital copy.

Statement of Qualifications (not including covers, divider pages, or resumes) shall not exceed fifteen (15) standard size (8 1/2"x 11") pages, minimum 11-point font. Only resumes required in Section 3.5 can be included as attachments and will not count towards the page limit. No other information can be included as attachments.

All responses to this proposal request must follow the directions stated within this RFQ. Adherence to these rules will provide a fair and objective analysis of the Submittal. Statement of Qualifications should be prepared simply and economically. Colored displays, promotional materials, etc., are not necessary. The emphasis should be on completeness, brevity and clarity of content. The City is not interested in boilerplate information or company brochures.

To maintain the fairness and integrity of the selection process, it is important that Statement of Qualifications conform to the requirements stated herein. Do not include any information that is not specifically requested.

3.5 Statement of Qualifications Content

Please include the following sections in your proposal in the order outlined below:

Cover Letter (limited to 2-pages)

An introductory letter shall be prepared by each Proposer and included as the first page of the proposal. The letter should express the Proposer's interest in the project and summarize any key qualifications or other relevant information. The letter shall be signed by an officer of the company with the authority to commit to contractual obligations on behalf of the company.

The cover letter must include:

- Date
- RFQ Name
- Proposer's Name
- Tax Identification Number
- Contract Person
- Telephone Number
- Email Address
- Complete Mailing and Street Address
- A description of the firm or organization (corporation, partnership, etc.) that will serve as the contracting party.

- Identify the person who will serve as primary point of contact if the proposer is selected by the City.
- Identify proposed subcontractors, if applicable.
- Include a statement confirming that the Proposer meets the minimum qualifications stated in Section 3.3.
- Identify COBID ownership status and/or employment practices regarding COBID businesses, if applicable.
- Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap, political affiliation, marital status or other protected class, and has a drug-free workplace policy.
- An explanation of any potential or actual conflicts of interest within the jurisdictional boundaries of the City. Conflict of interest is defined for purposes of this RFQ and any resulting contract as proposer's provision of services to any private property owner or developer within the City's jurisdictional boundaries.

Project Approach

Describe the Proposer's project management techniques including how the Proposer delivers projects on schedule and on budget. Describe the overall project approach for identifying and performing necessary control system and instrumentation repairs and/or improvements and for providing ongoing maintenance and support services. Information concerning the design and current state of the facilities should be provided and convey a clear understanding of the City's existing facilities. Multiple aspects of the project approach should be addressed such as design/hardware, software/platform, installation, maintenance, training, and ease of operator use. Demonstrate understanding of municipal long-term capital planning and budgeting to accomplish projects in phases as budget becomes available. Describe the Proposer's approach to quality assurance and quality control when delivering projects for clients.

Technical Expertise & Qualifications

Address proposer's familiarity with operations, construction and maintenance of the City's current systems. Describe Proposer's expertise in the following areas:

- Water treatment and distribution facilities.
- Activated sludge wastewater treatment facilities and wastewater pumping facilities.
- SCADA, PLC and HMI systems.
- Programming and integration of chemical feed pumps, variable frequency drives, and process instruments.
- Public finance and infrastructure financing.

Provide a current resume for the individual who will serve as the integrator project lead and of professional persons who will assist the project lead in performing the work. Include a description of qualifications, skills, and responsibilities, and any relevant licenses or certifications. The City is interested in professionals with experience serving small governmental entities and especially serving cities comparable to the City of Lowell.

Provide a list of the tasks, responsibilities, and qualifications of any subconsultants proposed to be used on a routine basis.

Similar Experience and Past Performance

Provide a description of similar previous work demonstrating quality of work, ability to meet schedules, ability to provide emergency support, cost control, contract administration, and the ability to maintain good long-term business relationships. Provide information on at least 5 clients similar in size and character to the City of Lowell's facilities. For each client provide the following information:

- Project Title/Name
- Name and address of client
- Current client contact person and contact information
- Summary of project scope and services provided
- Duration of service to client
- Comparison of the proposed budget for integration services to the actual expended amount for integration services. Describe why amounts differ, if applicable.
- Relevance of the reference client and project to the City of Lowell based on the proposer's understanding of the City's facilities and anticipated integration needs.

Support Proximity & Availability to the City of Lowell

Describe the availability of personnel (with specific emphasis on the integrator project lead previously identified) to the City of Lowell to respond for repairs, general maintenance, and emergencies. Detail the proximity of personnel and offices that will be providing on-site services, the approximate response time, and the availability and hours of support provided over the telephone.

Ancillary Support Services Provided

Describe any ancillary support services the Proposer typically offers or may offer through existing subcontractor relationships. Examples of such services could include:

- Electrical engineering services
- Licensed Electrician services
- Development of system one line diagrams
- Providing UL listed cabinets
- Provide mobile device access to the system information

- Programming, adjusting operations, and/or servicing backup power generation

3.6 Reservation of Rights

The City reserves the right to: 1) seek clarifications of each proposal; 2) negotiate a final contract that is in the best interest of the City and the public; 3) reject any or all Statement of Qualifications; 4) cancel this RFQ at any time if doing so would be in the best interest of the City and the public as determined by the City in its sole discretion; 5) award the contract to a proposer based on the evaluation criteria set forth in this RFQ; 6) waive minor informalities contained in any proposal when, in the City's sole judgment, it is in the City's best interest to do so; and 7) request any additional information the City deems reasonably necessary to allow the City to evaluate, rank and select the most qualified proposer to perform the services described in this RFQ.

3.7 Protests

Proposers are directed to the protest procedures contained in Public Contracting Rule OAR 137-048-0240.

Protests of Solicitation

Proposers may submit a written protest of anything contained in an RFQ and they may request a change to any provision, specification or Contract term contained in the RFQ, no later than seven (7) calendar days prior to the date Statement of Qualifications are due. Each protest and request for change must include the reasons for the protest or request, and any proposed changes to the RFQ provisions.

Protests of Contract Award

Proposers are directed to the protest procedures contained in OAR 137-048-0240. A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposer may submit a written protest of the selection to the Contracting Agency no later than seven (7) calendar days after the date of the selection notice. A Proposer submitting a protest must claim that the protesting Proposer is the highest ranked Proposer because the Statement of Qualifications of all higher ranked Proposers failed to meet the requirement of the RFQ or because the higher ranked Proposers otherwise are not qualified to perform the Services described in the RFQ.

3.8 Public Records

All Statement of Qualifications submitted are the property of the City of Lowell, thus subject to disclosure pursuant to the public records law, as qualified by ORS 279C.107. Accordingly, Statement of Qualifications received and opened shall not be available for public inspection until after the City's notice of intent to award this contract is issued. Thereafter, except for information marked "Proprietary" all documents received by the City shall be available for public disclosure. The City will attempt to maintain the

confidentiality of materials marked “Proprietary” to the extent permitted under the Oregon Public Records law. Marking all, or substantially all, of your proposal as “Proprietary” is not permitted and may be grounds for the City considering your proposal unresponsive, at the City’s sole discretion. If your proposal contains proprietary information protected under this section, please provide an additional redacted digital copy.

3.9 Costs

Proposers responding to this RFQ do so solely at their own expense.

4. Evaluation

4.1 Evaluation Criteria

In evaluating the proposal, the City will utilize the requirements outlined in this section to identify the contractor best qualified to perform the services.

Completeness & Responsiveness (All Must be Yes)

- Timeliness of submittal
- Satisfies minimum qualifications
- Satisfies content and format requirements

Scoring Criteria

Statement of Qualifications meeting the above Completeness & Responsiveness requirements will be evaluated by the City using the following criteria:

- (20%) Specialized experience, capabilities and technical competence, which the prospective consultant may demonstrate with the prospective consultant’s proposed approach and methodology to meet the project requirements.
- (20%) Resources committed to perform the services and the proportion of the time that the prospective consultant’s staff would spend to perform services for the contracting agency, including time for specialized services, within the applicable time limits.
- (15%) Record of past performance, including but not limited to price and cost data from previous projects, quality of work, ability to meet schedules, cost control and contract administration.
- (2%) Ownership status and employment practices regarding disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own, emerging small businesses or historically underutilized business (COBID).
- (25%) Availability to the project locale.
- (10%) Familiarity with the project locale.
- (8%) Proposed project management techniques.

4.2 Selection

The City is using a qualifications-based selection (QBS) process for personal service contracts in accordance with ORS 279C.120(b) and the City's procedure. As a result, selection of the most qualified candidate will be made without regard to the price of the services. Only after the selection of the most qualified candidate will the City and selected candidate enter into contract negotiations for the cost of services.

Each member of the evaluation committee shall complete an evaluation sheet ranking each qualified proposer against the weighted criteria set forth in Section 4.1 of the RFQ. Completed evaluations shall be combined and tallied. The City reserves the right to interview one or more of the highest ranked candidates. Upon completion of its evaluation process, results of the evaluation will be posted to the RFQ listing on the City's website and will be emailed to the primary contact identified in each proposal, and the City will begin negotiating a contract with the highest ranking candidate. The City shall direct negotiations toward obtaining written agreement on the Integrator's performance obligations, a payment methodology that is fair and reasonable to the City, and any other provisions the City believes to be in the City's best interest to negotiate.

If the City and the selected candidate are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the City, the City shall, either orally or in writing, formally terminate negotiations with the selected candidate. The City may then negotiate with the next most qualified candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the City terminates this RFQ.

Upon reaching agreement, the notice of intent to award will be posted and the contract will be presented to City Council for approval. If City Council approves the award of the contract as presented then the agreement will be executed.

It is the desire of the City to have a contract in place no later than June 20, 2023.

4.3 Contract

The City desires to enter into a professional services agreement in the form attached, which includes all services necessary for this position, whether or not the services are specifically outlined in this RFQ.

The selected proposer will be expected to sign the attached written agreement which will incorporate this RFQ and awardee's proposal. Any open terms in the attached contract will be completed, based upon awardee's Statement of Qualifications. Negotiations shall be limited to cost and any other terms the City chooses to negotiate, in the City's sole discretion.

The City anticipates payment for services on an hourly basis. However, the City will also consider alternative proposals. The City reserves the right to negotiate a compensation package that is fair and reasonable to the City, as determined solely by the City.

It is anticipated the City of Lowell will enter into a five (5) year agreement, which thereafter may be extended upon written consent of both parties for an additional five (5) year term.

Any contract requires the awardee to comply with all applicable federal and state laws, rules and regulations.

**The City of Lowell is an Equal Opportunity/Affirmative Action Employer
Women, Minorities and Disabled Persons are encouraged to apply.**

**THIS SOLICITATION IS NOT AN IMPLIED CONTRACT AND MAY BE
MODIFIED OR REVOKED WITHOUT NOTICE.**