CITY OF BRYAN
The Good Life, Texas Style.™

August 01, 2013

Alexander's Inc.
Mr. Mark Hibshman
8655 Morro Road, Suite D
Atascadero, CA 93422

RE: 1st Extension of Contract No. 12-005 entitled "Annual Contract for Water Meter Reading"

Dear Mr. Hibshman:

Please be advised that the above referenced contract will expire on January 02, 2014, and it is our intent to recommend to the City Council to extend said contract for one (1) additional period of one (1) year, beginning the day following the expiration date of said contract.

If your company is willing and able to extend Contract No. 12-005 under the same prices, terms, conditions and provisions as those contained in the original contract, please complete the following information and return this original within ten (10) days from the date of this notification.

I, MARK HIBSHMAN CEO
Name Title
Of ALEXANDER CONTRACT SERVICES
Company Name

agree to extend Contract No. 12-005 with the City of Bryan, under the same prices, terms, conditions and provisions as those contained in the original contract, for a period of one (1) year beginning January 03, 2014 and expiring January 02, 2015 upon approval of City Council.

Signed By: _____ Date 9/23/13

Karen Sonley
Karen Sonley, Purchasing Supervisor
City of Bryan - Purchasing Department

CONTRACT
FOR
WATER METER READING

This Contract, dated ~~December 14~~ January 5 2012, 2011, is between the **City of Bryan**, a Texas home-rule municipal corporation, (the City) and **Alexander's Inc.** (the FIRM) a California corporation licensed to operate in the State of Texas, whereby the FIRM agrees to provide the City with certain services as described herein and the City agrees to pay the FIRM for those services.

1. Scope of Services

A. In consideration of the compensation stated in **Paragraph 2**, the FIRM agrees to provide the City with the services as described in **Exhibit A – RFP #12-005 and Exhibit B – Alexander's Inc. - Proposal to the City of Bryan** which is incorporated herein by reference for all purposes, and which services may be more generally described as follows:

"Water Meter Reading"

B. The FIRM will perform start-up activities required to provide meter reading services for up to 24,000 customer accounts, within the Bryan Texas sphere of influence, beginning January 3, 2012 and continuing until full implementation occurs includes not to exceed 90 days, but not limited to, staff training, route efficiency confirmation, integration of the FIRM and CITY's meter reading activities, integration of meter reading information for utility billing and development of service reports. The first 90 days of the contract will be considered the "Start-Up" Period.

C. The FIRM will provide meter reading services for designated meter routes. There shall be no change in the number or configuration of the water meter reading routes without the prior consent of the City and FIRM. Each water meter route must by read in a sequence and timely fashion to support the City daily utility billing. It is understood the FIRM will make every effort to read all the meters in the assigned routes. However, if a read is not obtained due to no fault of FIRM the read shall be billed. The Meter Address will be noted as "Unread with Note". This note will state the trouble code and why the meter was unread. The number of meters falling under the "Unread" category shall be limited to a maximum .2% provided. There shall be no compensation for the number of meters that exceed 0.2%. Reads that cannot be obtained due to a lack of maintenance on the meters shall be exempt from the 0.2%. The firm acknowledges to notify the City through the trouble codes of those that fit into the "lack of maintenance" category. If FIRM simply does not read a meter and does not designate a trouble code or note code then this will constitute as a mis-read and penalty of $10.00 per meter will apply.

D. The FIRM will provide and maintain all apparatus necessary to perform meter reading services. The FIRM will deliver meter reads via personalized web page designed by the FIRM for the City or any other agreed-upon medium to the City. The FIRM will ensure that all meter reading equipment, software and files used are compatible with City operating systems.

E. At the time of the attempted read, the FIRM will notify the City of any hazardous conditions requiring immediate attention (e.g.: broken water meter box lids, broken meters, potential water leaks, construction issues, etc.), damaged meters, damaged meter boxes and/or lids, leaking meters, or any other repairs that need to be made by the City.

F. At all times, the FIRM will employ only competent readers, experienced or well trained in the task being performed, and who are familiar with meter location, and FIRM shall continuously oversee the activities of such readers. At the City's written request, and based upon reasonable evidence, the FIRM shall immediately remove and replace any incompetent, careless or negligent meter readers.

G. At all times, the FIRM will have employees uniformed with the FIRM'S company logo and identification tags. All vehicles shall be well maintained (clean) and marked appropriately to identify the service provided.

H. The FIRM will report to the City any located meters that are not within the City Read file. FIRM will inform the City of the Address, Meter ID Number, Location and current read.

2. City's Obligations

A. In consideration of the FIRM's provision of the services in compliance with all terms and conditions of this Contract, the City shall pay the FIRM according to the terms set forth in **Exhibit A and Exhibit B.** Except in the event of a duly authorized amendment, approved by the City in writing, the total cost of all professional services and expenses provided under this Contract may not exceed an annual amount of **$250,000.00**. The payments shall be made in accordance with the following terms.

(i) Payment terms are net 30 days from date of invoice.
(ii) Set-up fees will be invoiced on the date contract is signed.
(iii) The FIRM shall submit invoices for Services rendered. Invoices shall include an itemized description of the services performed, number of units read, and the time period the services were performed. Invoices will be dated at the end of services rendered. Meter reading fees shall be billed at the completion of Cycle 10 and Cycle 20.

B. The City agrees to work diligently with the FIRM during the initial set-up phase or "Start-Up" Period and throughout the term of the contract to implement a successful water meter reading program. The City agrees to provide the FIRM reasonable assistance with the training to meter readers to perform the services under the contract, including but not limited to, allowing the FIRM meter readers to accompany City employees to learn the locations of meters.

C. The City agrees to notify the FIRM of, and assist the FIRM with, any changes that occur on City meters, including but not limited to, water meter additions, changes or substitutes and changes in location and instruction codes via personalized web page or any other agreed-upon medium.

D. To the extent that the City has control over meters and/or enclosures, City agrees to maintain all meters and enclosures in a reasonable repair and condition at all times in order for the FIRM to provide water meter reading services without undue hardship or danger. Provided that the FIRM shall be responsible and liable for any meters or meter enclosures that become defective, faulty, broken or damaged as a result of negligence, carelessness or intentional acts of the FIRM'S employees. The City agrees to provide FIRM access to all areas in the City needed for the FIRM to perform services under contract.

E. When new meters are installed by the City or found by the FIRM, City shall put them in the next Read Cycles export file to the FIRM. In addition, City shall put new meters installed or replaced in the next months Read file.

3. Time of Performance

A. All work and services provided under this Contract must be completed as outlined in **Exhibit A** and **Exhibit B.**

B. The term of this Contract is two years beginning January 1, 2012 and ending December 31, 2013. This Contract is subject to annual appropriation by the City Council and is subject to termination in the event that funds are not appropriated. The City shall have the option of extending this contract, subject to approval of funding and review of the service provided by the Contractor, for three (3) additional one (1) year terms to be extended one (1) year at a time. Contracts are extended upon mutual agreement of both Vendor and the City. An escalation clause may be included in the agreement, which allows the vendor to increase their price by a maximum of 8% over the five (5) year period if agreed upon by both parties.

4. Warranty, Indemnification, & Release

A. As an experienced and qualified FIRM, the FIRM warrants that the information provided by the FIRM reflects high professional and industry standards, procedures, and performances. The FIRM warrants that the performance of all services under this Contract will be pursuant to a high standard of performance in the profession. The FIRM warrants that the FIRM will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the FIRM, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their services, or any document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the FIRM, its employees, associates, agents, or subcontractors.

B. The FIRM shall promptly correct any defective services or documents furnished by the FIRM at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the FIRM's services hereunder or of the scope of work itself shall in no way alter the FIRM's obligations or the City's rights hereunder.

C. In all activities or services performed hereunder, the FIRM is an independent contractor and not an agent or employee of the City. The FIRM and its employees are not the agents, servants, or employees of the City. As an independent contractor, the FIRM shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the FIRM shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The FIRM shall have ultimate control over the execution of the professional services. The FIRM shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the FIRM or any of the FIRM's subcontractors.

D. The FIRM must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the

work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the FIRM, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

E. Responsibility for damage claims (indemnification): FIRM shall defend, indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property resulting from the FIRM's negligent performance of the work, or by or on account of any claims or amounts recovered under the Worker's Compensation Law or any other law, ordinance, order or decree, and his sureties shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished the City. The FIRM shall defend, indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause only for that portion of the damage caused by FIRM's negligence.

F. Release. The FIRM releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the FIRM or its employees and any loss of or damage to any property of the FIRM or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the FIRM's negligent performance of the work. Both the City and the FIRM expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

5. FIRM's Insurance

A. The FIRM agrees to maintain, on a primary basis, for the duration of this contract the insurance coverages and limits as described below:

(i) <u>WORKERS' COMPENSATION INSURANCE & EMPLOYERS' LIABILITY INSURANCE – Statutory & $500,000/$500,000/$500,000.</u> FIRM agrees to maintain Worker's Compensation Insurance & Employers Liability. In the event any work is sublet, the FIRM shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. Waiver of subrogation in favor of the City required. This requirement may be waived with satisfactory evidence that the contractor is sole proprietor(s)/has no employees.

(ii) <u>COMMERCIAL GENERAL LIABILITY INSURANCE – Limit of liability not less than $1,000,000 per occurrence</u>. FIRM agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors. Additional insured endorsement required.

(iii) <u>BUSINESS AUTOMOBILE LIABILITY INSURANCE – Limit of liability not less than $1,000,000 per occurrence</u>. FIRM agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned, and hired automobiles. Should the FIRM not own any automobiles and furnish satisfactory evidence of this, the business auto liability requirement shall be amended to allow the FIRM to agree to maintain only Hired & Non-Owned Auto Liability. This

amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

(iv) UMBRELLA or EXCESS LIABILITY. FIRM may satisfy the minimum liability limits required for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. The annual aggregate limit shall not be less than the highest "each occurrence" limit. FIRM agrees to endorse City as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.

B. The FIRM must deliver to the City a certificate(s) of insurance, executed by a duly authorized representative of each insurer, evidencing that such policies are in full force and effect with verification within five (5) business days of notification of the City's intent to award a contract. The certificate must be from a company with an A.M. Best rating of "A-VII" or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. The certificate(s) shall contain a provision that coverage under such policies shall not be cancelled or non-renewed until at least thirty (30) days prior written notice, or ten (10) days notice for cancellation due to non-payment of premiums, is given the City of Bryan.

C. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within five (5) business days may cause the proposal to be rejected. The City reserves the right to obtain complete, certified copies of all required insurance policies at any time. The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by the FIRM, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the FIRM under the Agreement.

D. FIRM's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City for liability arising out of operations under the contract.

E. FIRM shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

F. The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

G. FIRM shall agree to cause each subcontractor employed by FIRM to purchase and maintain insurance of the type specified, provided the Contractor's insurance does not afford coverage on behalf of the subcontractor.

H. If the event the City is notified that a required insurance coverage will cancel or non-renew during the contract period, the FIRM shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right, but not the obligation, to withhold payment to FIRM until coverage is reinstated. If the FIRM fails to maintain the required insurance, the City shall have the right, but not the obligation, to purchase the required insurance at FIRM's expense.

I. Certificates and notices should be provided to the City at the following address:

City of Bryan
Attn: Risk Department
PO Box 1000
Bryan, TX 77805

6. Termination and Default

A. The City suffers damages that are difficult, or impossible, to determine when errors are made and in reading meters or inputting information into the billing system. The City will provide a list of re-reads to FIRM that are generated by the internal billing system if they fall out of the provided High/Low range. At no cost to the CITY, the FIRM will go out and check those reads. The City shall seek reimbursement at the cost of $10.00 per meter for mis-read errors when a CITY staff employee goes out to meter after FIRM has completed re-reads and verifies the FIRM read was in error. This will become effective after the 90-day period at the beginning of the contract known as "Start-Up" Period. The charge will be applied to, and withheld from payments due to FIRM under this agreement, provided that the City gives FIRM documentation of mis-reads withheld.

B. If after the "Start-Up" period, through any cause, the FIRM fails to fulfill its obligations under this Contract, or if 0.3% or more of the meter reads are in error for two months in a row, the FIRM shall be in default. The City may terminate this Contract at any time after an event of default upon **thirty (30)** calendar day's written notice to the FIRM of the default. If the FIRM cures the event of default to the City's satisfaction within said thirty (30) days, the Contract can remain in force if the City agrees in writing. If the FIRM fails to cure such default, the contract will terminate at the expiration of said thirty (30) days and the FIRM shall cease work immediately. The FIRM will be compensated for the services satisfactorily performed before the termination date.

C. No term or provision of this Contract shall be construed to relieve the FIRM of liability to the City for damages sustained by the City because of any breach of contract by the FIRM. The City may withhold payments to the FIRM for the purpose of setoff until the exact amount of damages due the City from the FIRM is determined and paid.

D. If the this contract terminates prematurely, it will take a significant amount of time for the City to find a replacement, and the City will suffer damages during that time that will be impossible to determine. If the FIRM terminates the contract without good cause, or without giving the City an opportunity to cure, or if the Firm breaches the contract and fails to cure, the City is entitled to liquidated damages equal to $25,000.00 per month from the date of termination to the date the City is able to engage a replacement firm.

7. Miscellaneous Terms

A. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

B. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

The City of Bryan:
Attn: Jayson E. Barfknecht
P.O. Box 1000
Bryan, TX 77805

The FIRM:
Mark Hibshman
8655 Morro Rd., Ste. D
Atascadero, CA 93422

C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

D. This Contract represents the entire and integrated agreement between the City and the FIRM and supersedes all prior contracts, negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

E. This Contract and all rights and obligations contained herein may not be assigned by the FIRM without the prior written approval of the City.

F. The FIRM, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Bryan, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The FIRM must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

G. Reimbursable or other miscellaneous expenses incurred by the FIRM shall be included in the contract price; additional payment for such expenses will not be considered.

H. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

CITY OF BRYAN:

Jason P. Bienski, Mayor
Date: 1-5-12

ATTEST:

Mary L. Stratta, City Secretary

APPROVED AS TO FORM:

Janis Hampton, City Attorney

APPROVED FOR PROCESSING:

Jayson Barfknecht

Jayson E. Barfknecht, Public Works Director

FIRM:

By: _____

(FIRM's – Corporate Seal)

Printed Name: MARK HIBSHMAN

Title: CHIEF OPERATIONS OFFICER

Date: 12-14-11

STATE OF IL §
§ ACKNOWLEDGEMENT
COUNTY OF Ogle §

This instrument was acknowledged before me on the 14 day of DEC, 2011, by Mark Hibshman on behalf of Alexander's Inc.

Rosalie Arriaga
Notary Public in and for the State of IL

OFFICIAL SEAL
ROSALIE ARRIAGA
Notary Public, State of Illinois
My Commission Expires 04/04/15

REQUEST FOR PROPOSAL

WATER METER READING

CITY OF BRYAN
The Good Life, Texas Style.™

RFP # 12-005
DUE DATE: October 31, 2011
@ 2:00 P.M. C.S.T.

CITY OF BRYAN
Purchasing Department
1309 E. Martin Luther King St.
Bryan, TX 77803
979-209-5500
www.bryantx.gov

Disclosure Requirements

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Bryan, including affiliations and business and financial relationships such persons may have with City of Bryan officers. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the new law are available at: http://tlo2.tlc.state.tx.us/statutes/lg.toc.htm . If you are unable to obtain such information online, please contact the City of Bryan Purchasing Department, 1309 E. MLK St., Bryan, Texas 77803 or call (979)209-5500.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE CITY OF BRYAN, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.

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INTRODUCTION

RFP# 12-005
WATER METER READING

The City of Bryan is seeking Proposal(s) from qualified firms for Water Meter Reading as described in the Scope of Work for the City of Bryan.

It is the intent of the City of Bryan to select a single consultant to accomplish services outlined in this Request for Proposal.

You may upload one (1) electronic proposal in the format prescribed herein on our website at http://brazosbid.cstx.gov/ . However, if you choose to respond in writing, one (1) original, three (3) copies and one (1) electronic version (CD-ROM) of the proposal must be returned in a sealed envelope bearing the name and address of the respondent on the outside of the envelope. Response packages will be accepted until 2:00 p.m. CST on October 31, 2011 and should be addressed to:

City of Bryan - Purchasing Department
Attn: Karen Sonley, Buyer
1309 E. Martin Luther King St.
Bryan, TX 77803
ksonley@bryantx.gov

In order to ensure a fair and objective RFP process and evaluation, all questions and inquiries related to this Request for Proposal shall be addressed in writing via email to the individual identified above. **The deadline for written questions and inquiries is Thursday, October 20, 2011 @ 10:00 a.m.** Contact with any City of Bryan employee or official is prohibited without prior written consent from the Purchasing Department or designee. Offerors contacting any other employee(s) or official(s) without prior written consent risk elimination of their proposal from further consideration.

The RFP is on file and may be examined at the Purchasing Department Office at 1309 E. Martin Luther King Jr. Street, Bryan, Texas and may be obtained by prospective bidders by calling (979) 209-5500; also available online at http://www.brazosbid.cstx.gov .

The City believes that the data contained in this RFP is sufficient for the preparation of a RFP. Requests for additional information will be considered depending on the RFP time frame and the availability of the requested information. Such information will be submitted to all known firms simultaneously.

Schedule of Important Dates

The tentative schedule for this Request for Proposal is as follows:

Release and Distribute RFP to Firms	October 10, 2011
Deadline for Questions and Inquiries	October 20, 2011 @ 10:00 AM
Proposal Submission Deadline	October 31, 2011 @ 2:00 PM
Contract Evaluations/Negotiations	November 1 -15, 2011
Earliest Award by City	December 6th or 13th, 2011

DEFINITIONS, TERMS AND CONDITIONS

Definitions
In order to simplify the language throughout this request for qualification, the following definitions shall apply:

CITY OF BRYAN – Same as City.

CITY COUNCIL – The elected officials of the City of Bryan, Texas, given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

CONTRACT – An agreement between the City and a Supplier to furnish supplies or services over a designated period of time during which repeated purchases are made of the commodity or service specified.

COOPERATIVE AGREEMENT – Any governmental entity(s) that has entered into a joint interlocal purchasing cooperative agreement with the City of Bryan, Texas.

CITY – The government of the City of Bryan, Texas.

OFFEROR/VENDOR/FIRM – Organization offering a proposal in response to this RFP.

PARTICIPATING ENTITIES – The City of Bryan and any other local entity who may elect to participate in the future.

RFP – Request for Proposal

Proposals
The submitted proposal(s) must be received by the Purchasing Department prior to the time and date specified herein. The mere fact that the proposal was dispatched will not be considered; the firm must ensure that the proposal is actually delivered and received on time.

Proposals received after the date and time specified shall be returned unopened and will be considered void and unacceptable. The City of Bryan is not responsible for lateness of mail carrier, etc., and time/date stamp in the Purchasing Department shall be the official time of receipt.

Proposals cannot be altered or amended after the closing date. Alterations made before closing must be initialed by Offeror guaranteeing authenticity. Proposals may not be withdrawn after proposal closing date and Offeror so agrees upon submittal of their proposal.

Proposals will be publicly acknowledged in the Purchasing Department's Conference Room at 1309 E. Martin Luther King St, Bryan, TX 77803 at 2:00 p.m. on the date specified. Offerors, their representative(s), and interested persons may be present. The proposals received will be publicly opened but not read aloud. Proposals shall remain valid for a period of ninety (90) days from the date and time of the proposal submission deadline date of the submission deadline date, with the same terms, conditions and negotiated fee schedule.

Proposal must be submitted as instructed in the Introduction on page three (3).

By submitting a proposal, the vendor certifies that he has fully read and understands this "Request for Proposal" and has full knowledge of the scope, quantity, and quality of the services to be furnished and intends to adhere to the provisions described herein. Failure to do so will be at the Offerors own risk, and he cannot secure relief on pleas or error. Neither law nor regulations make allowance for error of omission or commission on part of Vendors.

Any proposal which does not contain all of the information requested in this RFP will be considered incomplete and may be rejected by the City of Bryan.

The City of Bryan by statue is exempt from State Sales Tax and Federal Excise Tax, and the proposal price shall not include taxes.

The Offeror shall furnish any additional information as the City of Bryan may require. The City of Bryan reserves the right to make investigation of the qualifications of the Offeror(s) as they deem appropriate.

This proposal, when properly accepted by the City of Bryan, shall constitute a contract equally binding between the successful Vendor and the City of Bryan. No different or additional terms, including the vendors' subscriber agreement, will become part of this Contract with the exception of a Change Order.

This Request for Proposal does not commit the City of Bryan to award a contract, to pay any cost incurred in the preparation of a proposal, or to procure or contract for services.

Successful offeror agrees to extend prices and terms to all entities that has entered or will enter into joint purchasing inter-local cooperation agreement(s) with the City of Bryan.

Reservations

The City of Bryan reserves the right to accept or reject any or all proposals as a result of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this Request for Proposal if found in the best interest of the City of Bryan. All proposals become the property of the City of Bryan.

The City of Bryan reserves the right to waive any informalities and technicalities and to accept the offer considered most advantageous in order to obtain the best value for the City. Causes for rejection of a proposal may include but shall not be limited to the Offeror's current violation of any City ordinance, the Offeror's current inability to satisfactorily perform the work or service, or the Offeror's previous failure to properly and timely perform its obligations under a contract with the City. Offeror's may be disqualified and rejection of proposals may be recommended for any (but not limited to) of the following causes: 1) Failure to use the proposal forms furnished by the City; 2) Lack of signature by an authorized representative on the Certification form; 3) Failure to properly complete the proposal; 4) Evidence of collusion among proposers; 5) Omission of uncertified personal or company check as a proposal guarantee (if Bid Bond required); or 6) Any alteration of the language contained within the RFP forms. City of Bryan reserved the right to waive any minor informality or irregularity.

The City reserves the right to retain all proposals submitted and to use any idea in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the terms and conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Bryan and the firm selected.

The City of Bryan may conduct reference checks as needed to evaluate proposals. The City may contact those listed, and inclusion of this listing in your proposal is agreement that the City may contact the named reference. The City reserves the right to contact other companies or individuals that can provide information to the City that will assist the City in evaluating the capability of the Service Provider.

Reimbursements
There is no expressed or implied obligation for the City of Bryan to reimburse responding firms for any expenses incurred in preparing proposals in response to this Request for Proposal, and the City of Bryan will not reimburse responding firms for these expenses, nor will they pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Certification
RFPs must be completed and submitted as required in this document. Certification form must be fully completed. Failure to submit the certification form within the sealed RFP will result in the RFP being rejected as non-responsive.

By submitting a RFP, the Offeror's certifies that he has fully read and understands this "Request for Proposals" and has full knowledge of the scope, quantity, and quality of the services to be furnished and intends to adhere to the provisions described herein. Failure to do so will be at the Offerors own risk, and he cannot secure relief on pleas or error. Neither law nor regulations make allowance for error of omission or commission on part of Offeror's.

Communication
The City of Bryan shall not be responsible for any verbal communication between any employee of the City or City Official and any potential firm. Only written and properly submitted proposals will be considered.

Negotiations
During the evaluation process, City of Bryan reserves the right, where it may serve the City of Bryan's best interest, to request additional information or clarifications from proposers. At the discretion of the City, all firm(s) reasonably susceptible of being selected based on criteria set forth in this RFP, may be requested to make oral presentations. Each proposal must designate the person(s) who will be responsible for answering technical and contractual questions. Preliminary negotiations may be conducted with responsible Offeror(s) who submit proposals that are reasonably susceptible of being selected. At the discretion of the City, all Offeror(s) reasonably susceptible of being selected based on criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview with the Selection Committee.

Vendors will be ranked in order of preference and final contract negotiations will begin with the top ranked firm. Should negotiations with the highest ranked firm fail to yield a contract, or if the firm is unable to execute said contract, negotiations will be formally ended and then commence with the second highest ranked firm, etc.

Cooperative Agreements
Successful Offeror agrees to extend prices and terms to all governmental entities that has entered into, or will enter into, joint purchasing interlocal cooperation agreements with the City of Bryan.

Disclosure
At the public opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the Vendor identifies as proprietary, all proposals will be open for public inspection after the contract award.

If Proposal Results in a Contract, the Following Terms and Conditions Will Apply:

Proposers should be aware that the RFP and the contents of the successful proposal will become a part of any subsequent contractual document that may arise from this RFP. In case of discrepancy between the RFP and the Offeror's proposal, the RFP will rule.

Award of the contract shall be based on demonstrated competence and qualifications, so long as the professional fees are consistent with, and not higher than the published recommended practices and fees of the various professional associations and do not exceed any maximums provided by state law.

Term of Contract

This contract shall become effective from date of acceptance and approval by the City of Bryan. It shall remain in full force and effect for a period of twenty four (24) months.

Extension of Contract

The City shall have the option of extending this contract, subject to approval of funding and review of the service provided by the Contractor, for three (3) additional one (1) year terms to be extended one (1) year at a time. The renewal will be under the same terms and conditions as the original contract; provided, however, that the contract prices bid under the original contract may, by mutual agreement, be increased by no more than eight percent (8%) of the original contract price. A price increase will be allowed under this contract after the first twelve (12) months of the original contract term of twenty-four (24) months.

This action does not require specific City Council approval, provided the City Council has appropriated sufficient funds to satisfy the City's obligation during the renewal term. Contracts are extended upon mutual agreement of both Vendor and the City.

The City of Bryan will not accept any contract terms that require pre-payment for services, supplies or equipment. Limited exceptions may be considered for operating leases or software maintenance and support agreements. Software maintenance and support fees may not be assessed for any system that is not installed, operational and available for use by the City of Bryan.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All Change Orders to the contract will be made in writing by the Purchasing Department for the City of Bryan.

Should there be a change in ownership or management, the Contract shall be cancelled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This Contract is nontransferable by either party.

Payment will be made in accordance with a negotiated fee schedule.

All invoicing shall be submitted in duplicate to the City of Bryan. If invoices are subject to cash discount, discount period is to be taken from the date of completion of order or date of receipt of invoice, whichever occurs last regardless of whether or not correct discount terms appear on invoice. All invoices are to be paid in full within 30 days after satisfactory delivery of services and billing.

No public official or City employee shall enter into a contract with the City that violates Local Government Code, Section 171.003.

The Offeror will be required to comply with all provisions of the President's Executive Order No. 11246 as of September 24, 1965.

Offerors are advised that all contracts are subject to all legal requirements provided in the City Charter and applicable City Ordinances, State, and Federal Statutes.

This Request for Proposal includes the City's Standard Form of Agreement Contract (Exhibit A). The Firm should review this agreement thoroughly. Firms who are not willing to sign the agreement without modification need not submit. The enclosed "Certification Authorization Acknowledgment" Form must be properly executed and provided with the sealed proposal indicating the firm's willingness to execute the City's Standard Form of Agreement Contract.

The City of Bryan operates and is funded on a fiscal year basis; accordingly, the City of Bryan reserves the right to terminate, without liability, any contract for which funding is not available. Renewal of contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts.

Addenda

In the event of a needed change in the published RFP documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum. All published addenda shall be signed and included with your response package as acknowledgement of the addendum. Firms are responsible for obtaining all published addenda from the City of Bryan on-line bid system at http://www.brazosbid.cstx.gov or from the City of Bryan Purchasing office. The City assumes no responsibility for the Firms failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the proposal to be rejected. The City's decision to accept or reject any particular proposal due to a failure to acknowledge and submit addenda shall be final.

GENERAL INFORMATION

Background

The City of Bryan is located in Central Texas between Austin and Houston. The City of Bryan was incorporated in 1872. The original square-mile town site now consists of more than 43.4 square miles. The 2010 population estimate for Bryan is 76,201.

The City of Bryan is a home-rule city that operates under the Council-Manager form of government. The City provides a full range of municipal services as prescribed by statute or charter. These services include police, fire and emergency medical services, parks and recreational facilities, library services, street maintenance and construction, public improvements, general administrative services and electrical, water, sewer, and sanitation systems.

City Charter, Council minutes, Budget information, maps and a wealth of miscellaneous information about the City of Bryan can be found online at www.bryantx.gov.

The City of Bryan and Bryan Texas Utilities is currently in the implementation of an Advanced Meter Infrastructure system to provide a fixed based system for meter reading throughout the area. By January 1, 2012 all electric meters will be on this system. A small portion of the water meters will be on the system. This proposal will be to read the non-AMI water meters (which will be reduced through time) which remain in service. The non-AMI water meters will be a combination of Sensus touch read meters and Badger/Precision meters which will be manual read. These reads will then be uploaded to Bryan Texas Utilities for billing purposes. Bryan Texas Utilities currently uses Cayenta as its billing software.

INTENT AND SCOPE OF WORK

The City of Bryan is requesting proposals for Meter Reading Services, and associated services in accordance with the requirements specified herein and including all provisions set forth in the accompanying documentation.

It is the City of Bryan's intent to contract with one (1) service provider for **Meter Reading Services**, and any associated service(s), equipment or technologies.

The City of Bryan Water Services Department currently has 23,431 meters in service. As of September 30, 2011, the City of Bryan has the following population of meters deployed. These meters are generally located as shown on Exhibit B.

Meter Size	Meter Count	Comments
5/8 – inch*	21,173	507 Sensus iPerl; Remainder Badger/Precision
1 – inch*	924	17 Sensus iPerl; Remainder Badger/Precision
1.5 – inch^	533	258 Sensus; Remainder Badger/Precision
2 – inch^	687	331 Sensus; Remainder Badger/Precision
3 – inch	52	All Sensus and will be on AMI
4 – inch	47	All Sensus and will be on AMI
6 – inch	13	All Sensus and will be on AMI
8 – inch	1	All Sensus and will be on AMI
10 – inch	1	All Sensus and will be on AMI

*A portion of the Sensus meters will be on AMI network. The remaining Sensus meters will be touch read capable. The Badger/Precision meters do not have touch read capabilities. All rural meters will be on the AMI network.
^Water Services expects to have a larger portion (80-90%) of these meters changed out to Sensus meters prior to January 1, 2012. Approximately 75% of these meters will be on the AMI network.

As mentioned in the introduction, Bryan Texas Utilities (BTU) provides the billing service for the Water Department. BTU currently bills on 20 cycles. See Exhibit C for a map showing a representative sample of the billing cycles. As part of the proposal, the vendor shall provide how they intend to read the water meters and the timeline on which to provide the reads. A **requirement** of this contract will be that the meters be read once per month. The number of days it takes the vendor to read the water meters will be up to the vendor except for the months of January and February 2012. These two months will need to follow the meter reading schedule outlined in Exhibit D because the months of December, January, and February are used in the "winter averaging" of setting the sewer bills for the residential customer.

Exhibit E shows the file formats BTU can provide to the vendor out of the Radix system for upload into the reading devices. This exhibit also shows the necessary format for the vendor to provide the reads back to BTU.

For the Sensus meters that are touch read capable, Water Services wishes to capture the interval data stored in the register. The format for this data to be read into the Meter Data Management System (MDMS) is shown in Exhibit F.

It is the intent of the City of Bryan to have a penalty clause in the contract for misreads and posting errors to the billing system. A misread meter requiring the reread by City staff will be grounds for an administrative penalty. An administrative penalty of $10 per incorrect meter read will be assessed to the awarded contractor. A posting error requiring a manual correction by City staff will be grounds for an administrative penalty. An administrative penalty of $10 per incorrect posting to an account will be assessed to the awarded contractor for a posting error to the billing account. If the vendor continues to misread meters and post data incorrectly, the City may cancel the contract without penalty to the City.

The awarded contractor shall follow the meter reading schedule negotiated with the City and included in the final contract. The contractor shall accurately read each of the water meters regardless if the meter is turned on or off. This includes making a reasonable effort to access meters that are hard to access. Estimations will not be accepted. The contractor shall provide the actual read dates even if the meter was read in advance or late relative to the schedule. The awarded contractor shall note obvious problems with the meter, i.e. broken meter, broken box tops, dead meters, meter leaks, high/low consumption, meters found and not listed. The proposal response shall contain what problems the contractor normally reports. At the end of each day, the contractor will report to the City any meter that could not be read and the reason a read could not be obtained.

The awarded contractor, due to its visibility in the community, directly represents the City. Therefore, the awarded contractor's employees shall dress in a professional uniform clearly identifying them. The employees shall drive a vehicle that clearly identifies the company represented. The employees shall conduct themselves in a manner that reflects the City in a professional manner. Meter reading should take place between 7:00 a.m. and 6:00 p.m. Monday through Friday. Any exceptions to this schedule need to be pre-approved by the City. Gaining access to meters is the responsibility of the Contractor.

SPECIAL PROVISIONS

Selection Process

A selection committee will review the proposals.

Selection shall be based on the responsible Vendor(s) whose proposal is determined to be the **best value to the City of Bryan**, considering the relative importance of the evaluation criteria listed herein.

It is the City of Bryan's desire to contract with only one Vendor for all services outlined in the RFP.

Oral Presentations

After all proposals have been evaluated, the selection committee may require representatives of one or more of the respondents to appear and make presentations to the selection committee for the purpose of making a final evaluation and recommendation for contract award. However, the City may, in its sole discretion, award a contract without presentations, based solely on information supplied in the proposal responses.

News Releases/Publicity

News releases, publicity releases, or advertisements relating to this engagement or the tasks or projects associated with this engagement shall not be made without prior written approval from the City.

FORMAT REQUIREMENT

Requirements:

The following instructions describe the form in which proposals must be submitted.

Responses to the following items will be used for proposal evaluation. Proposals which do not contain responses to each of the requirement items will be considered incomplete and may be rejected by the City of Bryan.

Proposal documents should provide a straightforward, concise description of the Vendor's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City of Bryan. The requirements stated do not preclude Offerors herein from furnishing additional reports, functions, and costs as deemed appropriate.

To facilitate the review of the responses, Firms shall follow the described proposal format:

TAB A Qualifications and experience

1. Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.
2. If your firm has multiple office locations, specify which location you propose to service our account.
3. Describe the experience of the firm in the last thirty six (36) months in performing services in similar size and scope. Include the location, number of meters read, the average accuracy, meter reading type (touch read, manual read, etc) and the equipment used to read the meters. Particular emphasis will be placed on firms that have performed water meter reading for water utilities.
4. Identify the project manager and each individual who will work as part of this engagement. Include resumes for each person to be assigned if applicable. Include any professional designations and affiliations, certifications and licenses, etc.
5. Describe the organization of the proposed team, detailing the level of involvement, field of expertise, and estimated hours for each member of the team.
6. Describe what municipal staff support you anticipate for the project.
7. Identify the number and type of meter reading contracts presently being conducted by the Firm.

TAB B Rates and expenses

1. Provide a proposed fee schedule. Express your proposed fee in a per meter read amount. This can be expressed in a cost per meter for touch read and a cost per meter for manual reads.

TAB C Project time-line

1. Proposals must include a time-line that includes as a minimum, each decision point and milestones for each step of the process. This would include the amount of time needed to gather information from BTU for accounts, the proposed meter reading schedule, and the proposed meter reading route.

TAB D Methodology including technical approach and understanding of the scope of the project.

1. Proposals must indicate a clear understanding of the scope of the work, including a detailed project plan for this engagement outlying major tasks and responsibilities, equipment used for the meter reading, time frames for the proposed contract to read the meters, and staff assigned for each category of the scope of work identified above.
2. Proposals shall clearly distinguish the Firms' duties and responsibilities and those of the City. Absence of this distinction shall mean the Firm is assuming full responsibility for all tasks.

TAB E Additional Services

If the proposing firm has other services it wishes the City to consider it may list those services under this tab. These services may include meter exchanges (requires TCEQ licensing), billing, gathering GPS coordinates of the meter locations, and any other type of software of web based solutions the City may find to be an enhancement in customer service to the water customers.

TAB F References

Provide references for similarly successful projects from three utilities, including the name of the utility, number of accounts, contact name, telephone, fax and email address.

TAB G Certification page, acknowledgement of any Addenda issued and a statement of willingness to sign the City's Standard Form of Agreement.

EVALUATION FACTORS

The City of Bryan will review all proposals to determine compliance with the requirements as specified in the RFP. Only proposals which, in the opinion of the Selection Committee, meet the requirements of the RFP will be further evaluated.

Proposals that pass the preliminary review will be evaluated on how well the proposal meets the needs of the City of Bryan as described in the Firm's response to each requirement listed in the RFP. The Selection Committee will review all written proposals that meet the minimum requirements and will select what it deems to be the top two to four proposals for further review. It is important that the responses be clear and complete so that the Selection Committee can adequately understand all aspects of the proposals.

Evaluation Factors

After receipt of proposals, the City of Bryan will use the following criteria in the selection process:

30% Qualifications and experience

30% Rates and expenses

30% Project Approach

10% References

CERTIFICATION AND AUTHORIZATION

CERTIFICATION and AUTHORIZATION:

The undersigned certifies that he has fully read **RFP #12-005** and understands this "Request for Proposal" and has full knowledge of the scope, quantity, and quality of the services to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this proposal, that this proposal has not been prepared in collusion with any other Vendor, and that the contents of this proposal have not been communicated to any other Vendor prior to the official opening of this proposal. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Exhibit A, Standard Form of Agreement Contract.

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

Email: _____

Bid Address: _____
P.O. Box or Street City State Zip

Order Address: _____
P.O. Box or Street City State Zip

Remit Address: _____
P.O. Box or Street City State Zip

Federal Tax ID No.: _____

Date: _____

END OF RFP #12-005

EXHIBIT A

CITY OF BRYAN

STANDARD FORM OF AGREEMENT CONTRACT

CONTRACT
FOR
WATER METER READING

This Contract, dated _____, 2012, is between the **City of Bryan**, a Texas home-rule municipal corporation, (the City) and (the FIRM), whereby the FIRM agrees to provide the City with certain services as described herein and the City agrees to pay the FIRM for those services.

1. Scope of Services

In consideration of the compensation stated in **Paragraph 2**, the FIRM agrees to provide the City with the services as described in **Exhibit A – RFP #12-005 and Exhibit B – Insert Firms Name - Proposal to the City of Bryan** which is incorporated herein by reference for all purposes, and which services may be more generally described as follows:

"Water Meter Reading"

2. Payment

In consideration of the FIRM's provision of the services in compliance with all terms and conditions of this Contract, the City shall pay the FIRM according to the terms set forth in **Exhibit A and Exhibit B.** Except in the event of a duly authorized change order, approved by the City in writing, the total cost of all professional services and expenses provided under this Contract may not exceed **$** .

3. Time of Performance

A. All work and services provided under this Contract must be completed as outlined in **Exhibit A and Exhibit B.**

B. **Time is of the essence of this Contract.** The FIRM shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the project timeline specified in **Exhibit A and Exhibit B.**

4. Warranty, Indemnification, & Release

A. As an experienced and qualified FIRM, the FIRM warrants that the information provided by the FIRM reflects high professional and industry standards, procedures, and performances. The FIRM warrants that the performance of all services under this Contract will be pursuant to a high standard of performance in the profession. The FIRM warrants that the FIRM will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the FIRM, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their services, or any document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the FIRM, its employees, associates, agents, or subcontractors.

B. The FIRM shall promptly correct any defective services or documents furnished by the FIRM at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the

Sample

FIRM's services hereunder or of the scope of work itself shall in no way alter the FIRM's obligations or the City's rights hereunder.

C. In all activities or services performed hereunder, the FIRM is an independent contractor and not an agent or employee of the City. The FIRM and its employees are not the agents, servants, or employees of the City. As an independent contractor, the FIRM shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the FIRM shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The FIRM shall have ultimate control over the execution of the professional services. The FIRM shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the FIRM or any of the FIRM's subcontractors.

D. The FIRM must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the FIRM, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

E. Responsibility for damage claims (indemnification): FIRM shall defend, indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property resulting from the FIRM's negligent performance of the work, or by or on account of any claims or amounts recovered under the Workers' Compensation Law or any other law, ordinance, order or decree, and his sureties shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished the City. The FIRM shall defend, indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause only for that portion of the damage caused by FIRM's negligence.

F. Release. The FIRM releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the FIRM or its employees and any loss of or damage to any property of the FIRM or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the FIRM's negligent performance of the work. Both the City and the FIRM expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

5. FIRM's Insurance

The FIRM agrees to maintain, on a primary basis, for the duration of this contract the insurance coverages and limits as described below. The FIRM must deliver to the City a certificate(s) of insurance evidencing that such policies are in full force and effect with verification within five (5) business days of notification of the City's intent to award a contract. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within five (5) business days may cause the proposal to be rejected. The City reserves the right to obtain complete, certified copies of all required insurance policies at any time.

Sample

The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by the FIRM, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the FIRM under the Agreement.

WORKERS' COMPENSATION INSURANCE & EMPLOYERS' LIABILITY INSURANCE – Statutory & $500,000/$500,000/$500,000 Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor. Waiver of subrogation in favor of the City required. This requirement may be waived with satisfactory evidence that the contractor is sole proprietor(s)/has no employees.

COMMERCIAL GENERAL LIABILITY INSURANCE – Limit of liability not less than $1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors. Additional insured endorsement required.

BUSINESS AUTOMOBILE LIABILITY INSURANCE – Limit of liability not less than $1,000,000 per occurrence Contractor agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned, and hired automobiles. Should the Contractor not own any automobiles and furnish satisfactory evidence of this, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

PROFESSIONAL LIABILITY INSURANCE – Limit of liability not less than $1,000,000 per occurrence Contractor agrees to maintain Professional (Errors & Omissions) Liability to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission of the contractor or any person employed or acting on the contractor's behalf (including but not limited to sub-contractors). For policies written on a "claims-made" basis, contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract and that continuous coverage will be maintained or a supplemental extended reporting period will be purchased with a minimum reporting period not less than two years after the completion of this contract. The contractor is solely responsible for any additional premium for the supplemental extended reporting period.

UMBRELLA or EXCESS LIABILITY Contractor may satisfy the minimum liability limits required for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. The annual aggregate limit shall not be less than the highest "each occurrence" limit. Contractor agrees to endorse City as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.

CONTRACTOR'S INSURANCE TO BE PRIMARY Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the City for liability arising out of operations under the contract.

DEDUCTIBLES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible,

Sample

coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

RIGHT TO REVIEW AND ADJUST The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

SUBCONTRACTOR'S INSURANCE Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified, provided the Contractor's insurance does not afford coverage on behalf of the subcontractor.

CERTIFICATE OF INSURANCE Contractor shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A-VII" or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. The certificate(s) shall contain a provision that coverage under such policies shall not be cancelled or non-renewed until at least thirty (30) days prior written notice, or ten (10) days notice for cancellation due to non-payment of premiums, is given to the City of Bryan.

If the event the City is notified that a required insurance coverage will be cancelled or not renew during the contract period, the Contractor shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right, but not the obligation, to withhold payment to Contractor until coverage is reinstated. If the Contractor fails to maintain the required insurance, the City shall have the right, but not the obligation, to purchase the required insurance at the Contractor's expense.

Certificates and notices should be provided to the City at the following address:

City of Bryan
Attn: Risk Management
PO Box 1000
Bryan, TX 77805

6. Termination and Default

A. The City suffers damages that are difficult, or impossible, to determine when errors are made and in reading meters or inputting information into the billing system. In the event that FIRM makes an error when reading a meter and/or posting data to the billing system, the City will be entitled to assess a charge of $10.00 per meter. The City is entitled to withhold that amount from reimbursements due to FIRM under this Agreement. If 3% of the meter reads are in error for two months in a row, the FIRM shall be in default and the City has the right to terminate.

If the FIRM terminates this contract, it will take a significant amount of time for the City to find a replacement, and the City will suffer damages during that time that will be impossible to determine. If the FIRM terminates the contract without good cause, or without giving the City an opportunity to cure, the City is entitled to liquidated damages equal to $25,000.00 per month from the date of termination to the date the City is able to engage a replacement firmThe City may terminate this Contract at any time upon **thirty (30)** calendar day's written notice. Upon the FIRM's receipt of such notice, the FIRM shall cease

Sample

work immediately. The FIRM shall be compensated for the services satisfactorily performed prior to the termination date.

B. If, through any cause, the FIRM fails to fulfill its obligations under this Contract, or if the FIRM violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the FIRM **five (5)** calendar days written notice. The FIRM will be compensated for the services satisfactorily performed before the termination date.

C. No term or provision of this Contract shall be construed to relieve the FIRM of liability to the City for damages sustained by the City because of any breach of contract by the FIRM. The City may withhold payments to the FIRM for the purpose of setoff until the exact amount of damages due the City from the FIRM is determined and paid.

7. Miscellaneous Terms

A. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

B. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received [illegible] postage prepaid U.S. Mail to the following addresses:

The City of Bryan:
Attn:
P.O. Box 1000
Bryan, Texas 77805

The FIRM [illegible]

Sample

C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

D. This Contract represents the entire and integrated agreement between the City and the FIRM and supersedes all prior contracts, negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

E. This Contract and all rights and obligations contained herein may not be assigned by the FIRM without the prior written approval of the City.

F. The FIRM, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Bryan, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The FIRM must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

G. Reimbursable or other miscellaneous expenses incurred by the FIRM shall be included in the contract price; additional payment for such expenses will not be considered.

H. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

APPROVED AS TO FORM:

_____
Janis Hampton, City Attorney
Date: _____

CITY OF BRYAN:

APPROVED FOR PROCESSING:

_____

Date:_____

_____
Jason Bienski, Mayor
Date:_____

ATTEST:

_____
Mary L. Stratta, City Secretary
Date: _____

FIRM:

(FIRMs – Corporate Seal)

By:_____

Printed Name: _____

Title: _____

Date: _____

STATE OF TEXAS §
COUNTY OF _____ § ACKNOWLEDGEMENT
§

This instrument was acknowledged before me on the _____ day of _____, 2011, by _____ on behalf of _____.

_____
Notary Public in and for the State of Texas

Sample

Water Meters

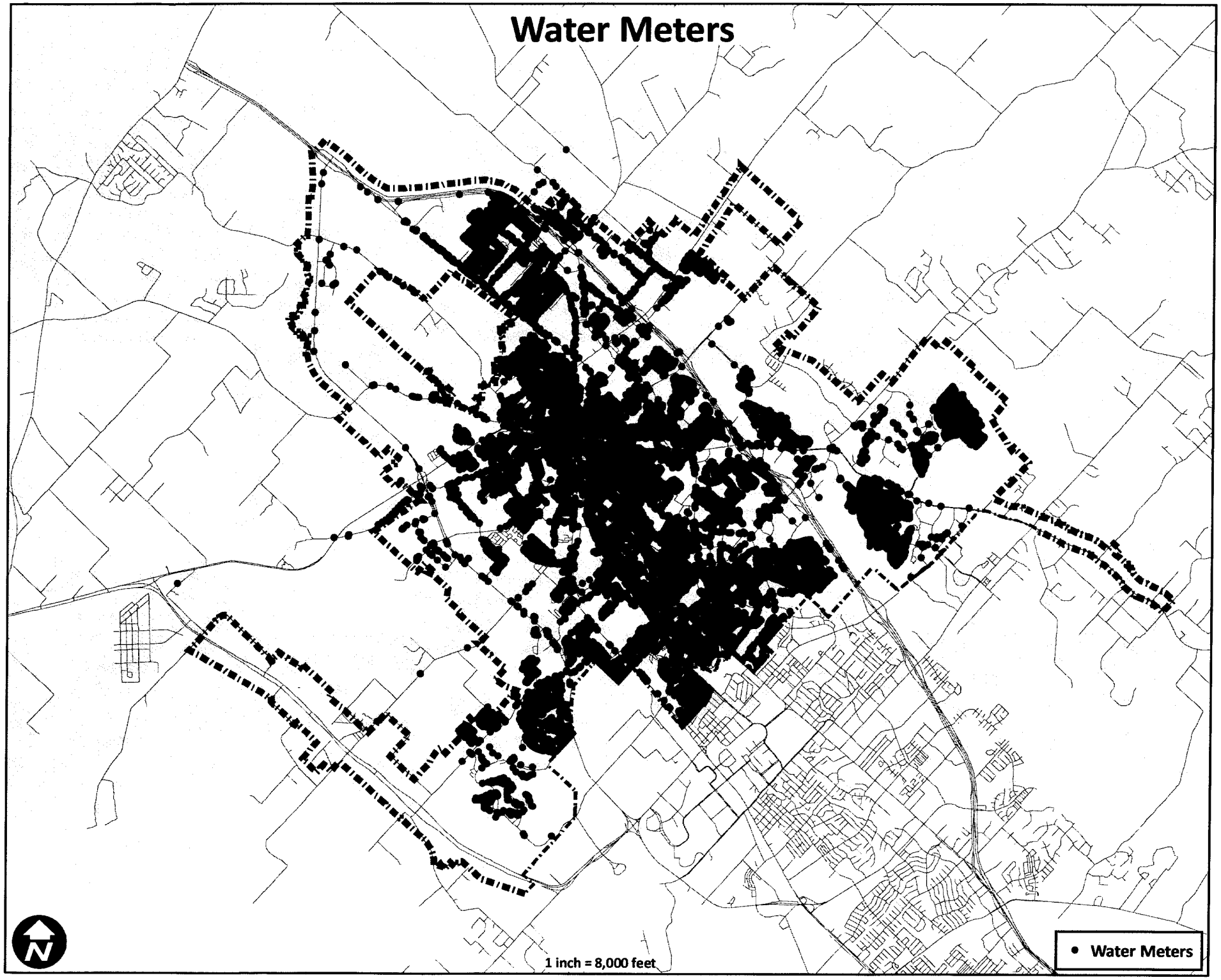

EXHIBIT C

Meter Cycles

BTU Meter Cycles

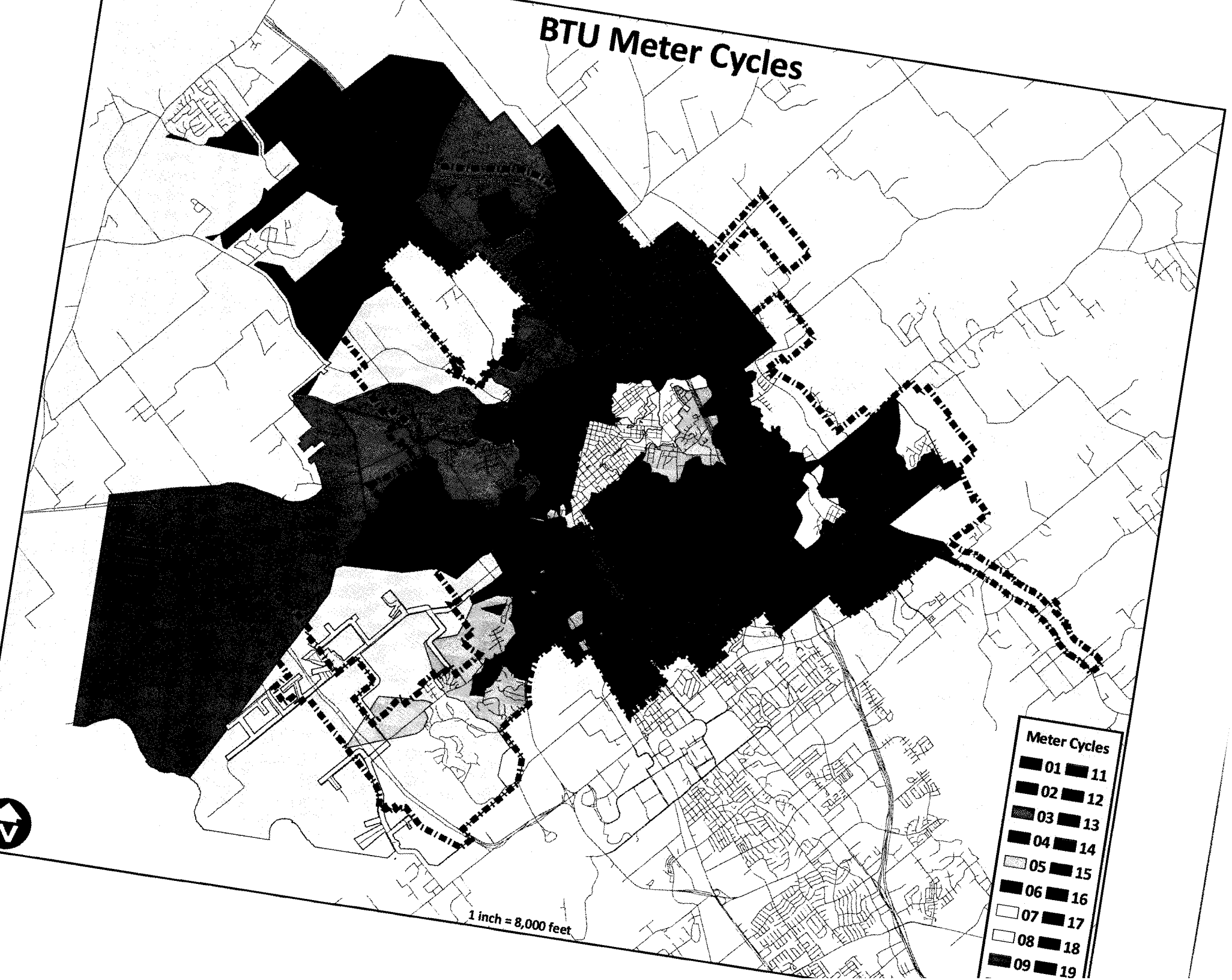

EXHIBIT D

January Billing Schedule

JANUARY BILLING SCHEDULE

January Read Schedule					
CYCLE	READ DATE	#DAYS	CHARGE & BILL	DUE DATE	CYCLE
			= EXCEPTION DATE	C/B+21 DAYS	
1	1/3/12	33	1/4/12	1/25/12	1
2	1/4/12	33	1/5/12	1/26/12	2
3	1/5/12	31	1/6/12	1/27/12	3
4	1/6/12	31	1/11/12	2/1/12	4
5	1/9/12	33	1/12/12	2/2/12	5
6	1/10/12	33	1/13/11	2/3/12	6
7	1/11/12	33	1/17/12	2/7/12	7
8	1/12/12	31	1/17/12	2/7/12	8
9	1/13/12	31	1/18/12	2/8/12	9
10	1/17/12	34	1/18/12	2/8/12	10
11	1/18/12	34	1/19/12	2/9/12	11
12	1/19/12	34	1/20/12	2/10/12	12
13	1/20/12	32	1/23/12	2/13/12	13
14	1/23/12	34	1/24/12	2/14/12	14
15	1/24/12	34	1/25/12	2/15/12	15
16	1/25/12	34	1/26/12	2/16/12	16
17	1/26/12	30	1/27/12	2/17/12	17
18	1/27/12	30	1/30/12	2/20/12	18
19	1/30/12	32	1/31/12	2/21/12	19
20	1/31/12	32	2/1/12	2/22/12	20

Exhibit E

CU Export File (to Radix):

Field#	Banner Description	CU Description	Download From (DBName)	Size	Start	End	Data Type	Format	Notes
1	Account Number	Location Number	location_no.um00100m	12	1	12	Numeric	Left padded with zeros (i.e. 00001234)	
2	Service Address	Location Address	House_no.um00100m, street_pfx_dir.um00100m, street_nm.um00100m, street_nm_sfx.um00100m, street_sfx_dir.um00100m , sec_addr_id.um00100m, sec_addr_range.um00100m	30	13	42	String	Left justified	Concatenate all address fields
3	Customer Name	Person Name	person_fnm.sg00100m, person_mnm.sg00100m, person_lnm.sg00100m	30	43	72	String	Left justified	Concatenate all name fields
4	Meter Number	Meter Number	meterl_no.um00160t	10	73	82	String	Left justified	As per Randy Bell (2/15/08): The export process is to download the meter number not the meter serial number. Cayenta Comment: *Most utilities download the meter serial number instead of the meter number because the serial number is stamped to the actual meter and the meter reader can verify that he/she is reading the correct meter.*
5	Meter Location Code	Meter Location Alert	Inst_loc_1.um00160t	5	83	87	String	Left justified	User defined Meter Reading Handhelds instructions (see Control Code Maintenance for UM/INSTR)
6	Meter Size	Meter Size	meter_sz.um00300m	5	88	92	String	Left justified	User defined Meter Size Codes (see Control Code Maintenance for UM/MSIZE)
7	Number of Dials	Dials Read	dials_read.um00300m	1	93	93	Numeric		
8	Meter Type	Meter Type	meter_tp.um00300m	5	94	98	String	Right justified	User defined Meter Type Codes (see Water/Electric/Gas Meter Type Maintenance) EL – Residential Electric TOU – Time of Use DM – Demand WA – Water Meter
9	Miscellaneous Flag	Must Read Flag	If must_read_yn.um00160t is "Y" or if the number of contiguous estimated reads is > preference UM/NBEST, set value to "1"; otherwise set value to "0"	1	99	99	String		As per Michael Lehto (2/15/08): this flag indicates whether the meter must be read or not. This is based on the number of estimated readings. 1 means Yes/the meter must be read, 0 means No, the meter can have an estimated reading.
10	Meter Location Description	Installed Meter Comments	meter_cmts.um00160t	30	100	129	String	Left justified	Truncate the CU meter comments which can be 2000 bytes long
11	Cycle Number	Cycle Code	cycle_cd.um50900c	5	130	134	String	Left justified	User defined Cycle Codes (see Billing Cycle Control Maintenance)
12	Route Number	Route Number	route_no.um00160t	4	135	138	Numeric	Left padded with zeros (i.e. 012)	User defined Route Codes (see Meter Route Control)

13	Service Category	Meter Register Number	register_no.um00160t	2	139	140	Numeric	Left padded with zeros (i.e. 01)	As per BRD section "Additional Information on some of the Fields Above": UIRDIAL_SCAT_SEQ_NUM = register sequence.
14	Reading Day	n/a	"00"	2	141	142	String		As per BRD section "Additional Information on some of the Fields Above"
15	Reader Number	Meter Reader Code	"00"	2	143	144	String		As per BRD section "Additional Information on some of the Fields Above"
16	Service Type	Meter Register Type	register_tp.um00161t	5	145	149	String	Left justified	User defined Register Type Codes (see Control Code Maintenance for UM/REGEL, UM/REGWA, UM/REGGA)
17	Read Code	Read Code	"1"	1	150	150	String		As per Michael Lehto (2/15/08): The value is 1 if it is HH and is blank if the field in the system is null/blank. Cayenta Comment: *The CU Radix Export Process will always download "1" since it is assumed that a meter is extracted so that it can be read (HH reading)*
18	High Limit	High Read Amount	hi_amt.um00800t	10	151	160	Numeric	Left padded with zeros and implied decimal if applicable (i.e. 000012345)	
19	Low Limit	Low Read Amount	lo_amt.um00800t	10	161	170	Numeric	Left padded with zeros and implied decimal if applicable (i.e.000012345)	
20	CR/LF	CR/LF	cr/lf	2	171	172	String		

CU Import File (From Radix):

Field#	Banner Description	CU Description	Upload To (DB Name)	Size	Start	End	Data Type	Notes
1	Account Number	Location Number		12	1	12	Numeric	Used to locate location and RCT records
2	Service Location	Location Address		30	13	42	String	
3	Meter Location Code	Meter Instruction Code 1		5	43	47	String	
4	Meter Number	Meter Number		10	48	57	String	Used to locate installed meter and RCT records
5	Reading 1	Read Amount	read_amt.um00800t	10	58	67	Numeric	Decimal conversion will depend on setup of the meter register and/or setup of preference UM/EXDDR
6	Comment Code	Read Exception Code	Read_exception_cd.um00800t	2	68	69	String	This code may trigger a service order depending on setup of Read Exception Codes (see Read Exception Codes Maintenance)
7	Read Date (YYMMDD)	Read Date	read_dtm.um00800t	6	70	75	Date	Concatenate with read time
8	Read Time (HHMMSS)	Read Time	read_dtm.um00800t	6	76	81	Time	Concatenate with read date
9	Reading Day	n/a		2	82	83	Numeric	
10	Reader Number	Reader Code	meter_reader_cd.um00800t	2	84	85	String	The code must exist in control code table UM/READR otherwise the value will be rejected but the record would still be processed.
11	Read Sequence Number	Meter Register Number		2	86	87	Numeric	Used to locate installed meter register and RCT records
12	Meter Type	Meter Type		5	88	92	String	
13	Radix Sequence Number	n/a		4	93	96	Numeric	
14	Meter Location Update Code	Meter Location Alert	inst_loc_1.um00160t	5	97	101	String	Update in CU if value changed
15	Meter Location Text	Meter Comments	meter_cmts.um00160t	30	102	131	String	Update in CU if value changed
16	New Meter Number	Meter Number (new RCT)	meter_no.um00800t (new)	10	132	141	String	New RCTs with the new meter number will be created by the process if the meter exists in inventory.
17	CR/LF	CR/LF	cr/lf	2	142	143	String	

EXHIBIT F

Data Format For MDMS

Exhibit F
Data format for MDMS

MEPMD01

Field Name	CMEP Data Type	Example Value	Notes
Record Type	Protocol Text	MEPMD01	Table 1
Record Version	Date	20110901	
Sender ID	Text		Name of Vendor
Sender Customer ID	Text		Vendor Key
Receiver ID	Text		Flexnet - ID
Receiver Customer ID	Text	ABC1234	BTU / Sensus Meter No
Time stamp	Date/Time	200801310855	UTC Date and time this record was created.
Meter ID	Arbitrary Text	1	Flexible field – see table 9 for options
Purpose	Protocol Text	OK	Fixed
Commodity	Protocol Text	W	Water
Units	Protocol Text	GAL	Gallons
Calculation Constant	Numeric-Float	1.0	Multiplier to convert data values to engineering units.
Interval	Time-Interval	00000060	Time interval between readings (60 minutes?)
Count	Numeric-Integer	48	Number of triples to follow.
Date (triple)	Date/Time, Protocol Text, Numeric-Float	200801300030 R0 3.2505	End time of the interval (may be left empty after the first triple if Interval field is provided) Data Quality Flag: Table 6 The measured value

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City of Bryan, TX.
Response to Request for Proposal for Water Meter Reading (RFP # 12-005)

Alexander's, Inc. - 8655 Morro Road, Suite D, Atascadero, CA. 93422
Phone: 805.461.3458 - Fax: 805.461.1263 - www.alexander-co.com

METERING READING SOFTWARE AMR WISP FIXED NETWORK

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City of Bryan, TX.

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Response to RFP for the City of Bryan, TX Water Meter Reading Services
RFP # 12-005
Date: October 26, 2011

Alexander's Contract Services, Inc.
8655 Morro Road, Suite D
Atascadero, CA 93422

Bill Van Wagoner
billv@alexander-co.com
Office: 805-461-3458
Cell: 801-864-5024
Fax: 801-618-4180

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Oct. 25, 2011

Jayson E. Barfknecht,
Public Works Director
City of Bryan
1309 E. Martin Luther King St.
Bryan, TX 77803

Re: Proposal for Meter Reading Services – RFP #12-005

Dear Jayson:

Please find enclosed a proposal to the City of Bryan for meter reading services. The proposal outlines Alexander's understanding of the project and meter reading services, innovative approach and strategy, references, as well as, responsible personnel. Our service also includes Alexander's unique "Certified Read Program" that ensures, by 5 data elements (GPS, Photo, ID Match, Date and Time), irrefutable proof of the meter reader taking a read at the premises. This helps in recording critical read, tampering, leaks, water conservation issues as found at the meter.

Alexander's is confident in our ability to provide the highest level of service required by the City of Bryan. Through the Alexander's Smart Server technology and meter reading services, the City will find additional benefits such as:

- There would no longer be a need to purchase and/or maintain meter reading computer handhelds or software.
- The overhead costs of personnel, meter reading vehicles, fuel, materials, uniforms etc... would be covered under the ACS services.
- There would be no need for the City to upload, download and process data files or manage the meter reading process.
- The City would become paperless due to the wireless communication available to the Alexander's meter reading staff
- Rereads would be managed electronically and would be dealt with very efficiently from the field.
- The City could monitor daily and historical information regarding read status via secure login access to the Smart Server Technology (SST) product from any internet accessible device.
- City staff could now be notified of daily read status by email or text message.
- The City would have access to other Alexander's services and solutions (as required) including liability compliance studies, sub meter GPS and GIS data, water conservation surveys and future AMR solution implementation.

We would like to thank you in advance for your time and consideration, and we hope there will be an opportunity of working with the City of Bryan. If you have any questions or concerns, please feel free to contact me.

Sincerely,

Bill Van Wagoner
Alexander's Contract Services Inc.
billv@alexander-co.com
Office: 805-461-3458
Cell: 801-864-5024
Fax: 801-618-4180

Tab A

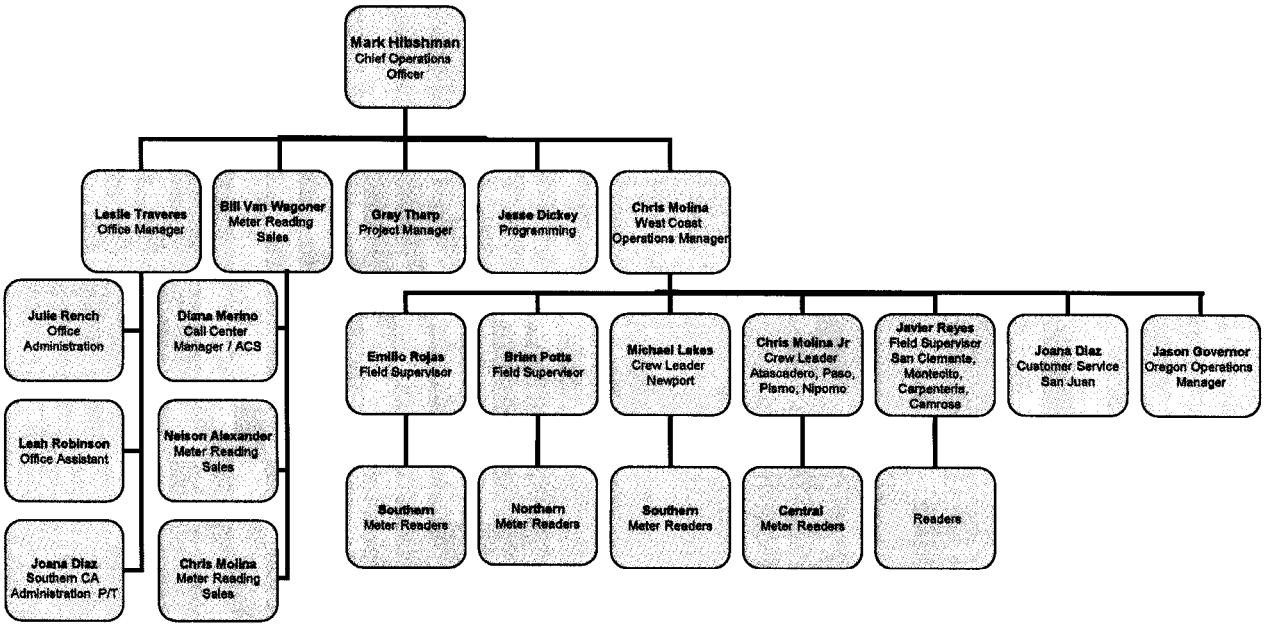
Qualifications and Experience

Alexander's Contract Services has provided meter reading services to municipalities, water districts and other local entities throughout California since 1969. Alexander's has created a proprietary web based meter reading solution utilizing smart servers and wireless meter reading handhelds. We strive to stay cutting edge in our meter reading processes and leverage the latest technology to achieve the highest levels of client fulfillment. We pride ourselves on being flexible and innovative in creating highly efficient solutions for our clients' needs.

Alexander's Contract Services Inc. (ACS) is headquartered in Atascadero, California on the central coast, with Sales and Service offices in Chicago, Illinois and Salt Lake City, Utah. The management service of the City of Bryan, Texas will come from our Chicago, Illinois office, yet senior field managers will be located in or close to the City of Bryan for this contract.

An organization chart of Alexander's Contract Services is below:

Alexander Contract Services Organizational Chart



ACS has been providing meter reading services for over 45 years to water utilities in California and the west coast. In all cities, motorized scooters and meter reading trucks are used for transportation, as well as standard meter reading tools. All meter readers and identified with vests and with City authorized IDs. ACS vehicles are also identified on the side door panels. ACS meter readers adhere to the highest standard in dress, hair, professional appearance and presentation. Both the wireless technology features of the handheld and company issued cell phones create a communication network among field personnel. All field personnel are regularly trained (at least monthly) in safety, quality reads, professional behavior, with reinforcement of ACS policy and client requirements. Meter readers meet daily for brief field crew chief instruction, and to synchronize data and routes.

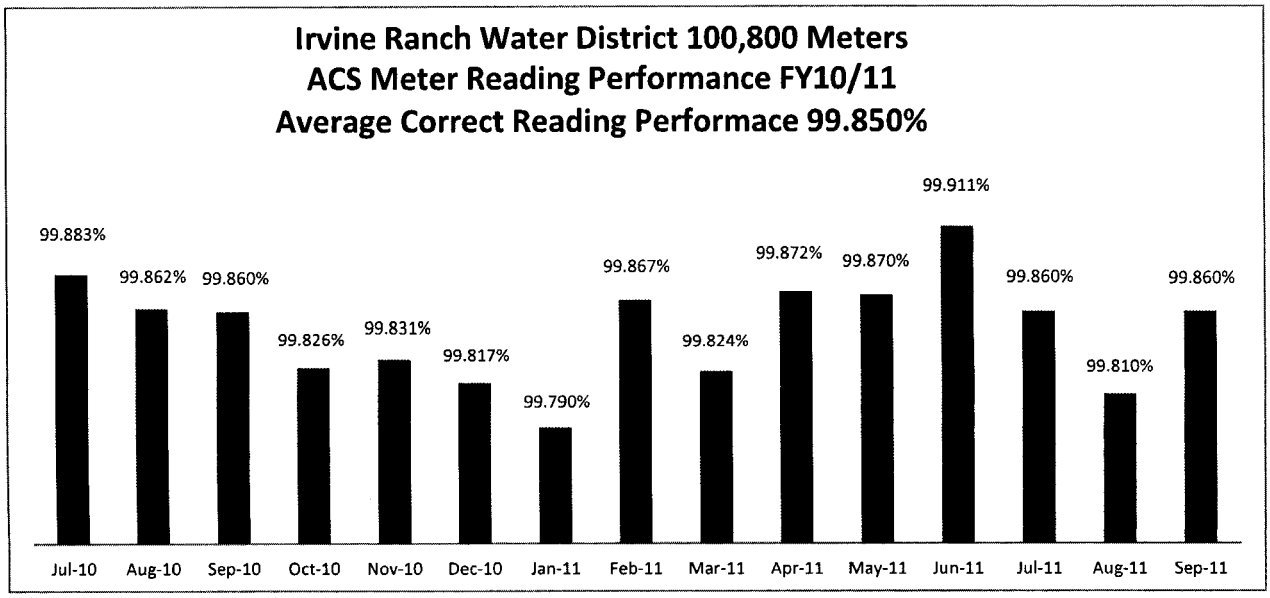
Our read accuracy and reliability is the highest in the industry. This is due, in part, to the training and grooming of our meter readers in the policies and processes of our reading methodologies, yet, a greater credit for success is given to the state of the art programming of Alexander's Smart Server Technology software and handheld application.

Some of the notable water utilities and districts being serviced by ACS are:

Irvine Ranch Water District – Irvine, California. We read 100,800 water meters monthly with an average rate of accuracy of greater than 99% of all meters (see below). The reading type is manual and ACS is using the Juniper and Trimble ultra rugged handheld products. ACS has an equipment trailer located on IRWD premises.

Below is a month to month representation of the success rate of meter reading at Irvine Ranch Water District from July 2010 to September 2011.

This report is provided to ACS by the water district. ACS meter readers are reading (error-free) an average of 99.850% on the 100,800 meters at that utility. This is typical of all municipalities and water districts read by ACS.



METERING READING SOFTWARE AMR WISP FIXED NETWORK
Proposal - Alexander's, Inc. © 2011
3

City of Corona – Corona, California. ACS reads 46,000 water meters monthly with an average rate of correct read performance of greater than 99% of all meters. The reading type is manual and ACS is using the Juniper and Trimble ultra rugged handheld products.

Sacramento County Water – Sacramento, California. ACS reads 33,000 water meters monthly with an average rate of accuracy of greater than 99% of all meters. The reading type is manual with some Touch Read (using the VersaProbe).

City of Newport Beach – Newport Beach, California. ACS reads 28,000 water meters monthly with an average rate of accuracy of greater than 99% of all meters. The reading type is manual and ACS is using the Juniper and Trimble ultra rugged handheld products.

ACS reads approximately 5,000,000 water meters each year for more than 22 water districts or municipalities. ACS projects an additional 1.0 to 1.5 million meters to be added to that number in the next 6 to 12 months.

For the City of Bryan Contract

Mark Hibshman, Vice President of Field Operations, will take the project management responsibilities to ensure the smoothest transition and highest accuracy and efficiency in the read process. Mark has over 23 years of Management experience in various global locations and Industries. Mark has consulted and engineered numerous companies to triple digit growth with a focus on Customer satisfaction, the highest quality results and effective employee training supervision. He has managed the successful transition and implementation of water meter reading operations at Irvine Ranch Water District, City of Corona, and Newport Beach among other utilities. Mark would devote 100% of his time between his office and onsite to the initial setup and read of the Bryan contract.

The field crew supervisors will consist of two highly experience meter readers, who actually work in our Irvine and Southern California operations. They are Texas natives looking at opportunities to return to establish ACS as the continued leader in outsourced meter reading services outside of the West Coast.

James Stalling supervises the Irvine Ranch Water District and San Clemente field reading operations. He has successfully trained a crew of meter readers who achieve the highest level of accuracy and performance in ACS field operations. James has 3 years experience in direct field meter reading and crew management. He would be a key field manager in directing the crew and performing meter reading functions for the City of Bryan. James would devote 100% of his time to the field management and reading of the City of Bryan's meters. He would be reading a minimum of 40 hours each week.

John McDowell is a crew leader at Irvine Ranch Water District. John has demonstrated for the last 2 1/5 years his ability to train and lead meter readers in the discipline of effective meter reading processes to achieve the highest results. John has an incredible work ethic and a great sense of observation in extenuating issues in the field that require attention and reporting. John would devote 100% of his time to the meter reading process at Bryan, devoting a minimum of 40 hours each week to the reading process.

Under the direction of Mark Hisbshman, James and John will hire additional qualified reader personnel as required to fulfill the Bryan contract

ACS anticipates that the City of Bryan staff would provide the following minimum support for this project:

- Transition support and initial orientation of routes and route organization.
- Point of contact for our Field Manager and Project Manager.
- Regular direction regarding read schedule requirements based upon billing targets.
- Regular and timely feedback of issues or changes in field meter reading operations.

- Regular opportunity for the ACS Field Manager to meet with the City point of contact to discuss status of reads and inputs to change for increased efficiency and productivity in the meter reading operation.
- Importing of new monthly cycle files to the ACS Smart Server System from the City of Bryan Billing System.
- Posting of completed read cycle files to the City of Bryan Billing System from the ACS SST product.

Alexander's Inc. understands the specific requirements of the City as it relates to the daily work assignments of the current meter readers. Essential activities relate to the manual read of water meters, rereads for questionable reads and/or meters not accessible or skipped reads during regular read cycles and any other report through electronic handheld communication that would enhance the ability to effectively collect data for the accurate and expedited billing of the customer account, and the management and performance of meter assets in the field.

The essential elements of the success of this project are very familiar to Alexander's Inc. namely:

- Professional and trusted representation of the City's own interests as related to the Alexander's Inc. personnel who will participate in the field gathering and reporting of water meter reading data.
- Proper control and management of the meter reading services, with accurate and timely reporting on the daily and monthly processes to field supervisors and to the City.
- Safety and efficiency in the field through all data capture processes by all personnel.
- Accuracy, efficiency and timeliness of meter reading data fed to the billing system as required for the cycle's timely bill.
- Provision by Alexander's for all tools and equipment necessary to access meters.
- Alexander's Inc. understands the responsibility our employees have toward safeguarding the City's property and private property, including the City's meter assets.
- Alexander's employees are to be uniformed and well groomed, have identification cards, proper dress and proper signage on the vehicles. The need for strong and regular communication from Alexander's Inc. field supervision and management.
- The requirement to organize routes, as needed, by Alexander's Inc. to provide for the most complete and efficient process of water meter reading services.

Alexander's Approach and Strategy

Unlike traditional meter reading solutions, Alexander's has become totally wireless by creating a SmartServer that is interfaced wirelessly in the field. All handheld units are in direct communication with the SmartServer and data is transferred to it throughout the work day.

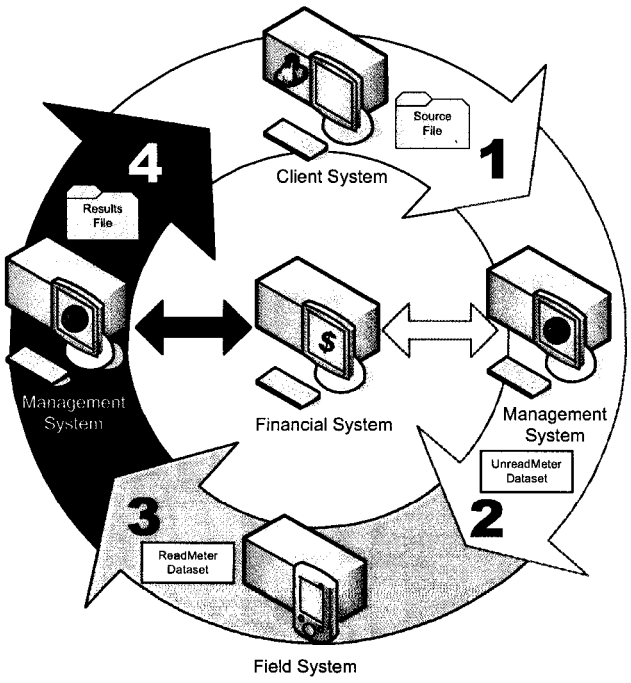
This allows supervisors to manage routes efficiently by transferring routes to readers in the field. No time is wasted in an administrative office. Routes can easily be changed or updated in the field, allowing supervisors to manage more effectively and meet deadlines consistently.

All field data is made available live on our website from the first read to the last. This simple solution allows the City's staff to respond to early reading exceptions as they occur. This interface puts the City in direct contact with the Alexander's meter reading supervisors.

Alexander's Approach and Strategy Cont.

Since our system is web and wireless based, we are in constant communication with the City staff via our web reports, automated emails and text messages. Our web based reports populate from the beginning of the reading cycle and become complete upon the last meter read in a cycle. When a reading cycle is complete, an email or text message can be sent to a designated City staff member. We have many automated notifications that are triggered by different reading events, and all reports can be accessed from our website. This allows for the most efficient sharing of data possible between Alexander's and the City staff.

This unique model allows Alexander's a more fluid and yet highly accurate way of providing meter reading data.



METERING READING SOFTWARE, SAFE WISP FIXED NETWORK

Streamlining Data Flow

Alexander's will easily provide a seamless interface with The City's utility billing systems. Alexander's will not require The City to alter any of its existing interface formats in the utility billing system.

Once an approved City staff member completes an upload of the data file to our server, an email and/or text message is sent to the appropriate Alexander's supervisor informing them of the upload. The supervisor can immediately receive and begin reading the file in the field. This same message can be sent to any number of The City's management team.

Alexander's interactive website now takes over. From this moment on any approved City staff member will be able to log onto the Alexander's website and see live data regarding the reading process.

- *Status of the current reading cycle.*
- *Reports listing all meters that had readings outside the City's acceptable range (high/low/unread).*
- *Any other custom reports the City requests.*
- *The ability to send rereads to Alexander's field staff using iPhones or Blackberries.*

Upon 100% completion of the meter reading, the City will receive an email and/or text message notifying staff members that the reading has been completed and is ready for the City to download.

Status:	**Active**
Started:	**04/08 7:51 AM**
Read:	**812**
Verified Unread:	**1**
Unread:	**4237**
Unverified:	**0**
Total:	**5050**

Status of current Reading cycle.

IDnum	**64063154**		
Read	978	**Reader**	JUAN.V
Date	0317	**NoteCode**	Read Verified
Time	1322	**System Note**	
Year	2009	**MeterCode**	M
Verified	☑	**RdrVerified**	☐
Neg	☐	**High**	☑
UploadYear	2009	**UploadMonth**	03
UploadDay	18	**City Status**	0
Update			

Individual meter report

Verified High Usage (Verify) (Recheck)

Date	Acct	Address	ID #	Allowed	New Read	Usage	Read Type	History
04 / 08								
☐	40019660014	4861 MICHELSON ROAD - RSJ MIDDLE	60290572	10	3186	3186	M	
☐	62000423012	0 MICHELSON	27304456	10	2022	582	M	
☐	62036418028	17490 YALE	1233353	18	60	51	M	
☐	62124935024	4900 MICHELSON	60510527	36	3967	101	M	
☐	82021361015	17482 ROSA DREW LANE	60310618	10	39674	39674	M	
☐	82021409014	17612 ROSA DREW LANE	96523257	10	45946	45946	M	

Reports listing all meters that had readings outside the City's acceptable range (high/low/unread)

Streamlining Rereads

Meter reader ID Locks

Alexander's provides superior accuracy due to its ID lock solution that is programmed into its meter reading handheld software. Alexander's does not allow the meter reader to view the previous read or meter ID number making it nearly impossible for a meter reader to enter in an erroneous read.

When the reader reads a meter, the read must be within the high/low limits set by the City's billing system. If the read is outside of this range, the reader must enter in the meter's ID number that is only found on the meter in question. Once the proper ID number is entered into the unit, it will unlock and show the reader the previous read and ID number for that single meter only. At this point the reader is prompted to reread the meter taking the previous read into consideration.

This simple yet effective function has transformed the accuracy of Alexander's and guarantees that each read is authentic.

Supervisor Rereads

The meter readers wirelessly send their meter reading data to our managers in the field. Our manager's hand- helds filter the reads based on the City's specifications, and rereads are generated for our managers in the field. The managers are required to verify that the rereads are accurate before the data is uploaded to our server. This eliminates the need for the City staff to process and request Alexander's supervisors to reread because it has already been accomplished.

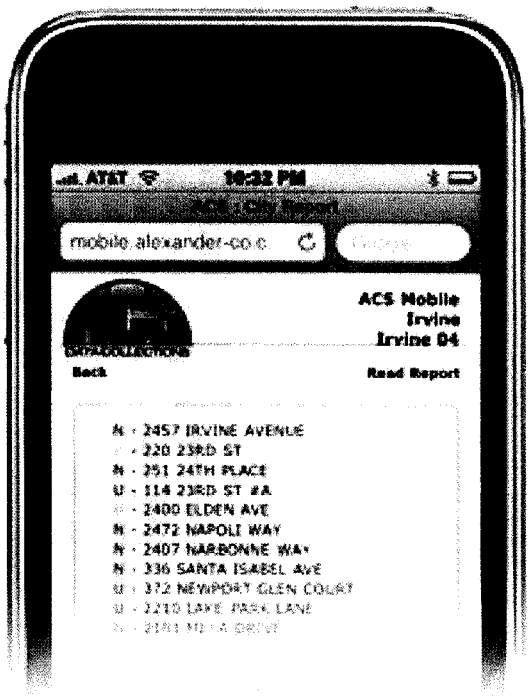
City Rereads

These verified rereads have been through two levels of scrutiny before they are uploaded to an interactive report that allows the City's staff to accept a read for billing or send the read in question to Alexander's field staff for additional verification.

If a reread is accepted, it moves to a report called "City Verified". If a reread is sent to the field staff, it moves to a report called "Field Rechecks". These rereads are made available to the field staff on Alexander's mobile based reread interface.

Alexander's field staff can log into this interface using any web enable cell phone such as an iPhone or Blackberry. This interface provides the ability to reread, note and look up the history of any meter marked for a city reread. Once verified by Alexander's staff the reread moves to the "City Verified" report. Once all rereads have been accepted by City's staff, the file is ready for import, and the billing process can start immediately.

No additional processing will be required in reference to read accuracy and completeness. This will prove to eliminate many daily hours processing reread reports and manually entering corrected reads.



Rereads to the field staff using iPhones

Tab B

Rates and Expenses

Description	Quantity	Unit Pricing	Monthly Total	Frequency
Meter Reading	22,500	$0.81	$18,225.00	Monthly
(Includes iPerl, Badger/Precision reads, excludes 1.5/2 in. Sensus Meters upgraded by Jan 2012 TouchRead fitted meters are read at same rate as manual reads)				
Set-up Fee *	22,500	$0.81	$18,225.00	One Time

** This Service required to set-up meter routes in Alexander System and Handhelds, integration of programming into the City's billing system. All components of account set-up to begin Meter Reading. Customized software reports and system training*

Tab C

Project Timeline

Suggested Project Time Line for transition and commencement of read of the City of Bryan, Texas water meters:

Award of Contract Services to ACS	Week of Dec. 12, 2011
Initial Meeting w/City Introduction of ACS Personnel	Week of Dec. 12, 2011
Initial SST Configuration and Test Interface File Received	Week of Dec. 19, 2011
Configuration and Test of File Billing Interface Complete	Week of Jan. 2, 2012
Relocation and Hiring of Local Personnel Complete	Week of Jan. 9, 2012
Initial Training of Bryan Staff and ACS Meter Readers	Week of Jan. 16, 2012
Route Orientation of ACS Readers by Bryan Staff	Week of Jan. 16, 2012
Initial Cycle Read by ACS Personnel at City of Bryan	Week of Jan. 23, 2012
Full Review of First Month Read Performance	Week of Feb. 27, 2012
2nd Month Transition Review of Read Performance	Week of Mar. 26, 2012
Ongoing Review and Performance Meetings with Bryan	TBD Regularly

Tab D

Water Meter Reading Conversion Plan

Alexander's Contract Services has created this initial Conversion Plan for the City of Bryan with time tables based upon the City's award of contract. The days are following contract acceptance.

Water Meter Reading

#	DESCRIPTION	INVOLVED	DATE
1.	CONTRACT ACCEPTANCE City of Bryan and Alexander's acknowledge contract agreement.	City of Bryan Alexander's Management	Contract Date
2.	POST SALE MEETING Discuss general utility profile. Confirm assignments, contracts, and order schedule requirements. Progress introduction of Alexander's staff and product information to City of Bryan as required.	Alexander's Management Alexander's Field Lead Alexander's PM	Week 1 ARO
3.	CITY OF BRYAN CONVERSION – STAGE 1 Set up City on the Smart Server Software platform. Detail specifications for file interface to billing system, reports, notification requirements, possible routing or resequencing requirements. Obtain standard billing test file interface data element layout and softcopy for Alexander's project and programmer managers. Discuss cycle/routing read timing and schedules, billing schedule expectations, known issues and potential reading problems. Alexander's Field supervisor and crew to become familiarized with Special Meters and Security Codes etc. Train City of Bryan Office and Billing Staff. Set-Up fee will be billed when Contract is signed and terms of Net 30 payment will apply.	City of Bryan Staff Alexander's Field Lead Alexander's PM	Week 1 thru Week 2 ARO
4.	PERSONNEL HIRE AND ESTABLISH BASE ACS management to interview and hire local readers to assist two senior readers. This would probably be one, possibly two meter readers, ensuring proper back-up. City of Bryan may recommend qualified persons. In depth training of meter readers on policies, procedures, meter reading concepts, SST handheld and application usage, read processes, scheduling, safety and reporting requirements is employed. Establishment of base for meter reader equipment, scooters or other materials as determined by management.	Alexander's Field Lead Alexander's Field Crew Alexander's PM	Week 1 thru Week 4 ARO

5.	CITY OF BRYAN CONVERSION – STAGE 2 Read meters per reading schedule, work with city employees on Un-located meters. Work with City of Bryan office staff on Customized Reporting and File Importing and Exporting. The ACS meter readers will read at least 1 cycle per day in advance of the billing of that cycle. In general, a schedule will be created to read the 20 cycles in individual cycle increments. The target would provide for cycles to be read in less than the 20 days required each month so that there is adequate time for any reread by ACS or City of Bryan. Typically ACS requires the cycle file 2 days in advance of the read and provides the data for billing the day before the read. ACS is very flexible and will work a schedule that works best for the City of Bryan. The work force management target would be for between 1000 and 1500 meters each day. This target will adequately provide for allowable time between cycle data transfer to the back-end database and billing as directed by the schedule and City of Bryan staff. Appropriate meter reader personnel in addition to the two personnel provided by ACS to Bryan will be decided upon by ACS to accommodate the above goal. Special consideration will be made for the months of January and February 2012. These months will be read strictly as outlined by the City of Bryan in the RFP "Exhibit D".	City of Bryan Contact Alexander's Field Lead Alexander's Field Crew Alexander's PM	Week 5 thru Week 8 ARO
6.	CITY OF BRYAN CONVERSION – STAGE 3 Read meters per schedule. Fine tune reporting and any field, routing or administrative process issues encountered during the first two months of service.	City of Bryan Contact Alexander's Field Lead Alexander's Field Crew Alexander's PM	Week 9 thru Week 12 ARO
7.	TRANSITION STATUS REVIEW Review all elements of Conversion Plan status with City of Bryan. Make adjustments as necessary. Review Smart Server configuration, test file performance, personnel performance and representation and administrative activity. Additional discussion or review of routing, field requirements, and City staff questions as necessary.	City of Bryan Contact Alexander's PM Alexander's Management	Week 14 ARO
8.	POST TRANSITION CONTACT Schedule resolution of any configuration modifications or minor non-production deficiencies. Review and support.	City of Bryan Contact Alexander's PM	TBD

9.	CONTINUING SUPPORT AND REVIEW Alexander's Inc. continuing contact and monitoring. Alexander's field Lead monitors and manages daily activity with Alexander reading personnel. Adjust performance as required through training or personnel development. Advise City staff regularly of issues or concerns. Minimum monthly meeting regarding production and performance with City staff or contact. Alexander's support and maintenance of operations and regular communication to customer through newsletter, phone, email, and meetings as needed onsite and by phone.	City of Bryan Contact Alexander's Field Lead Alexander's PM	TBD

Responsibilities of Alexander's Contract Services

- Provide 3 experienced, conscientious and responsible meter readers that include includes two seasoned meter readers from our California operations to monthly read 22,500 meters at the City of Bryan, TX. Provide for back-up personnel as required.
- Provide service per requirements of the City of Bryan RFP # 12-005 for a period of two years as part of the contract to read the City's water meters.
- Provide all handheld equipment, meter reading software, materials, transportation, cell phones and equipment needed to read the City of Bryan's water meters, (both manual read meters and Touch Read).
- Provide professional labor and adhere to standard safety practices.
- Provide care and responsible respect for City and resident properties and equipment.
- Provide own transportation, including to and from the work place to read City's designated meters.
- Work under the direction of the City's meter reading supervisor for route assignments and direction.
- Provide own Insurance and Uniform (as required) for reading City's meters
- Communicate to City's meter reading supervisor information on field/meter service issues and customer concerns
- Enter readings via the Alexander hardware and software and submit Billing System compatible files per agreed upon target billing schedule and read schedule with the City of Bryan.
- Provide insurance on the employee and proof of insurance to the City of Bryan, with the City listed as insured.
- Provide the City with an invoice for meter reader services on regular monthly basis with Net 30 payment terms.

Responsibilities of the City of Bryan

- Provide transition support and initial orientation of routes and route organization to ACS personnel.
- Provide a point of contact for our Field Manager and Project Manager.
- Provide a standard billing test file and interface data element layout and softcopy for Alexander's project and program managers.
- Provide electronic cycle files for each cycle to be included in the City of Bryan's secured SST software database.

- Provide a list of all City staff that will have authoritative access to the reports, billing file interface process, and route/cycle management assignment within the Smart Server Technology (SST) product.
- Provide regular direction regarding read schedule requirements based upon billing targets.
- Provide ACS Field Manager regular and timely feedback of issues or changes in field meter reading operations.
- Provide regular opportunity for the ACS Field Manager to meet with the City point of contact to discuss status of reads and inputs to change for increased efficiency and productivity in the meter reading operation.
- Provide for the importing of new monthly cycle files to the ACS Smart Server System from the City of Bryan Billing System.
- Post completed read cycle files to the City of Bryan Billing System from the ACS SST product.
- Provide an initial contract of work for a minimum of 2 years as per the City of Bryan RFP.
- Provide payment of services to Alexander's Inc. each month based upon Net 30 Day invoice that will be issued to the City on a regular basis each month.

Tab E

Additional Services

Description	Quantity	Unit Pricing	Monthly Total	Frequency
Customer Service	TBD	$5.00	TBD	Monthly
GPS Coordinates	TBD	$4.95	TBD	One-Time
GPS Coordinates w/reading	TBD	$1.00	TBD	Monthly
Certified Reads w/reading	TBD	$1.00	TBD	Monthly
Bill Printing and Postage	TBD	$.76	TBD	Monthly
eBilling and Web Interface	TBD	$.10	TBD	Monthly
Mastery of Meter Reading	TBD	TBD	TBD	Monthly

These Optional Services fees are in addition to fees billed for monthly meter reading services.

Customer Service
Represents basic work-orders to reread, hang door hangers, turn on/turn off, leak investigations and stuck meter investigations.

GPS Coordinates
The collection of GPS coordinates for meters or any other specified object within the city with sub meter accuracy and delivering these coordinates ready to use in the City's GIS database.

Certified Reads
The collection of critical reads (negative or high read, tamper, water loss, etc...) at the meter with irrefutable verification based upon Photo, GPS coordinates, Date, Time and ID Match. The Photo, GPS Coordinates, Date and Time are provided to the client via the web-server based software.

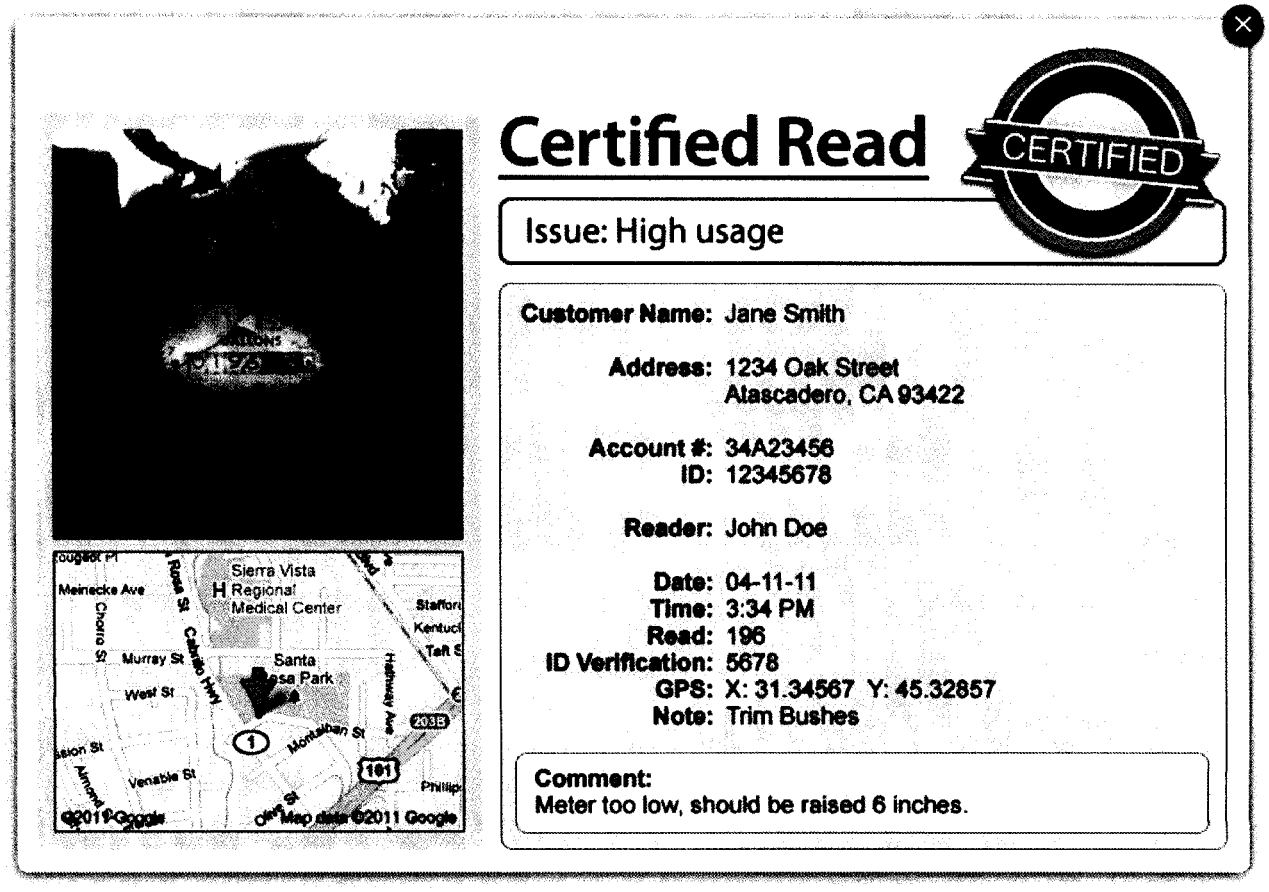
Liability & Conservation Study
A detailed study of each meter within the City to assess the liability the meter may impose on its citizens. In addition, system condition and potential elements directly effecting water conservation may be studied.

Bill Printing and Postage
The form printing and mailing of the bills related to the metering and charging of water to the citizens.

eBilling & Web Interface
Providing a personal login and webpage per customer account for the purpose of reviewing usage history and reporting of eBills.

Alexander's offers Certified Reads

With Alexander's meter reading services every questionable read is guaranteed to be authentic. Alexander's proprietary meter reading system collects and cross references supplementary data to insure an authentic read has occurred.



What data is collected?

- Date
- Time
- ID
- GPS
- Picture

How do Certified Reads benefit you?

- Gain customer confidence
- Eliminate estimated reads
- Reduce customer inquiries
- Reduce billing mistakes
- Produce Certified Reports
- Substantiate billing data
- Certify meter tampering
- Certify meter neglect or abuse
- Certify water conservation issues
- Certify meter reader comments

By collecting this supplementary data at the time of the meter reading, all doubt regarding any questionable read not being authentic is removed.

Tab F

Alexander's Contract Services References of water utilities similar to the City of Bryan, TX.
(see reference letters)

Irvine Ranch Water District
15600 Sand Canyon Avenue
Irvine, California 92618-3102

Number of Accounts: 102,800 water accounts
Contact: Gina Jackson
Serving Since: 2008
Phone: 949-453-5300
Email: Jacksong@irwd.com

County of Sacramento
9280 W. Stockton Blvd., Ste. 220
Elk Grove, CA 95758

Number of Accounts: 33,000 water accounts
Contact: Tom Lee
Serving Since: 1995
Phone: 916-876-6373
Email: leeto@saccounty.net

City of Paso Robles
821 Pine Street, Suite A
Paso Robles, CA 93446

Number of Accounts: 11,000 water accounts
Contact: Jim Throop
Serving Since: 1981
Phone: (805) 237-3999
Email: jthroop@prcity.com

Tab G

CERTIFICATION and AUTHORIZATION:

The undersigned certifies that he has fully read **RFP #12-005** and understands this "Request for Proposal" and has full knowledge of the scope, quantity, and quality of the services to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this proposal, that this proposal has not been prepared in collusion with any other Vendor, and that the contents of this proposal have not been communicated to any other Vendor prior to the official opening of this proposal. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Exhibit A, Standard Form of Agreement Contract.

We also submit that we have received and understood RFP #12-005 addendum No. 1 on 10/25/11

Signed By: _____ Title: CHIEF OPERATIONS OFFICER

Typed Name: MARK HIBSHMAN Company Name: ALEXANDER CONTRACT SERVICES

Phone No.: 805-461-3457 Fax No.: 805-461-1263

Email: Markhe alexander-co.com

Bid Address: 8655 Morro Rd Suite D Atascadero, CA. 93422
P.O. Box or Street City State Zip

Order Address: S/A
P.O. Box or Street City State Zip

Remit Address: S/A
P.O. Box or Street City State Zip

Federal Tax ID No.: 74-3138954

Date: 10-26-2011

IRVINE RANCH WATER DISTRICT 15600 Sand Canyon Avenue • P.O. Box 57000 • Irvine, California 92619-7000 • (949) 453-5300 • www.irwd.com

March 28, 2011

To Whom It May Concern:

The Irvine Ranch Water District utilizes Alexander's Contract Meter Reading for our data collection services of over 98,000 water meters. IRWD contracted with ACS in March of 2009 and are very pleased with the results over the last two years.

The ACS Smart Server Technology product provides web-based "real time" reporting which enables our IRWD office and field staff to follow route progress, verify reads if necessary, and download completed routes. ACS went out of their way to create custom reports per IRWD specifications. Segregated reporting of problems has helped us to expedite the verification process and enables quicker billing turn-a-round.

ACS has an innovative way of collecting reads, through the Smart Server Technology wireless features and effective "ID Match" program. The ACS SST ensures prompt resolution to rereads and field rechecks, as well as consistent and accurate read data month after month. If there is a broken lid or questionable read, the ACS personnel send a text picture via SMS or email, instantly. Their employees are definitely their greatest asset. They are well managed, well trained, and take initiative. They do more than is required to ensure accurate water meter reads each month. You can tell ACS your opinion or suggestions and they will listen. ACS's commitment to obtaining accurate monthly meter reads is amazing!

At IRWD, we have re-evaluated our forward strategies regarding AMI and fixed network in part because of the results we have seen in the last two years with the work performed by Alexander's Contract Services. We are very pleased with the service from Alexander's and highly recommend their product and services to other utilities looking for the same results.

The point of contact for contract meter reading services at IRWD is:

Sergio De La Torre, Field supervisor
Email: delatorr@irwd.com
Mobile: 949-212-9369
Office: 949-453-5359

Sincerely,

Gina Jackson
Customer Service Manager

Department of Water Resources
H. E. Niederberger, Jr., Interim
Director

Including service to the Cities of
Elk Grove and Rancho Cordova

SACRAMENTO COUNTY
WATER AGENCY

March 9, 2011

To whom it may concern:

The Sacramento County Water Agency utilizes Alexanders Contract Meter Reading for our data collection services of Water Meters. Alexanders reads customer meters on a monthly cycle with approximately 22,250 meters in one month and approximately 11,529 meters on alternate months. The water meters are read individually electronically by a touch wand or manually if unable to collect the read electronically. Sacramento County Water Agency has been on contract with Alexanders to read customer meters over the last 10 years. Listed below is the contact person for Sacramento County Water Agency (SCWA).

Zuccaro. Dave (MSA)
Municipal Services Agency
Assoc. Civil Engineer
Water Resources

(916) 875-6917 Work
ZuccaroD@SacCounty.NET
3847 Branch Center Road
Sacramento, CA 95827

CITY OF EL PASO DE ROBLES

"The Pass of the Oaks"

March 8, 2011

Mark Hibshman, Chief Operations Officer
Alexander's Contracting Services
8655 Morro Road
Atascadero, CA 93422

RE: Paso Robles Use of Alexander's Meter Services:

The City of Paso Robles utilizes Alexander's Meter Reading Services for our data collection services of Water Meters.

Contact – Jim Throop, Director of Administrative Services
Phone - 805-237-3999
Email – jthroop@prcity.com
Project Description – Monthly meter reading services
Length of Relationship – Over 25 years
Background of service – An average 10,300 accounts/meter reads per month. Alexander's has provided meter reading services for over 25 years to the City. During this time they have continually improved the service through the use of new technology.

Sincerely,

Jim Throop
Director of Administrative Services

Department of Administrative Services
821 Pine Street, Suite A • Paso Robles • California 93446
(805) 237-3999 FAX (805) 237-6565