

CITY OF ALAMO HEIGHTS

6116 Broadway
San Antonio, Texas 78209
210-822-3331
FAX 210-822-8197



June 17, 2015

CITY OF ALAMO HEIGHTS

6116 Broadway
San Antonio, TX 78209

**CITY OF ALAMO HEIGHTS, TEXAS
SEEKING PROPOSALS FOR
WATER METER READING**

The City of Alamo Heights is seeking proposals from Respondents to provide water meter reading and related services.

Sealed Requests for Proposals will be received **until 3:00 p.m., Monday, July 20, 2015** by the City Secretary at City Hall, 6116 Broadway, which will then be publicly opened and acknowledged thereafter in the City Council Chamber, 6116 Broadway. Sealed Requests For Proposals shall be marked "Water Meter Reading" on the outer envelope.

Request For Proposals packets may be obtained from the Administration Dept. or on the City's website www.alamoheightstx.gov. Questions may be directed to Patrick Sullivan, Public Works Director at psullivan@alamoheightstx.gov.

Jennifer Reyna
City Secretary

CITY OF ALAMO HEIGHTS

WATER UTILITIES



REQUEST FOR PROPOSALS FOR

METER READING SERVICES

SUBMITTAL DEADLINE:
July 20, 2015 @ 3:00 P.M. CDT

TABLE OF CONTENTS

| SECTION | Page # |
|---|---------------|
| I. Introduction | 3 |
| II. Schedule | 3 |
| III. Pre-Submittal Conference | 3 |
| IV. Scope of Services | 3 |
| V. Work History | 3 |
| VI. Submittal Requirements | 3 |
| VII. Submittal Instructions | 5 |
| VIII. Communication Guidelines | 6 |
| IX. Amendments to RFP | 6 |
| X. Evaluation Criteria | 6 |
| XI. Award of Contract & Reservation of Rights | 7 |
| ATTACHMENTS: | |
| Submittal Cover / Signature Sheet | Attachment A |
| Regulatory Compliance and Criminal History Warranty | Attachment B |
| Respondent Questionnaire | Attachment C |
| Litigation Disclosure | Attachment D |
| Insurance Requirements | Attachment E |
| Indemnification Requirements | Attachment F |
| Work History Worksheet | Attachment G |
| Conflict of Interest Questionnaire | Attachment H |
| Vendor Acknowledgement Form | Attachment I |
| Proposal Checklist | Attachment J |

I. INTRODUCTION

The City of Alamo Heights ("City") is seeking proposals from Respondents to provide water meter reading services. Respondent will also provide any other services described in this RFP. The City is seeking a contractor to provide, in good, workmanlike manner, the services called for and described herein which shall consist of water meter reading and related services.

The term of the contract will be one (1) three (3) year period with an optional two (2) year renewal period. Award of contract will be based on the evaluation criteria as stated herein for the City of Alamo Heights Utility Department.

II. SCHEDULE

Submittals received in response to this RFP will be evaluated and a selection made in approximately 30 days.

III. PRE-SUBMITTAL CONFERENCE

A pre-submittal conference will be held on **Tuesday, June 30th, 2015 at 2:00 p.m.** at the City of Alamo Heights Council Chamber located at 6116 Broadway, San Antonio, Texas 78209.

IV. SCOPE OF SERVICES

As of February 18, 2015, the city has approximately 2,969 meters in service. Awarded contractor will read all water meters within the City's water distribution system generally identified in "Exhibit A". Billing for water and sewer utilities is performed by the City of Alamo Heights Utility Billing Coordinator. Currently billing occurs in one monthly cycle. Meters are to be read within the last five (5) calendar days of each month and accurate reads provided to the City for billing purposes no later than the last day of the month. Meter reading is performed by entering metered usage into Roadrunner X7 handheld units, provided by the City. The devices are to be returned to the City's docking stations on a daily basis and information is uploaded to the City's Incode software. Awarded contractor is to read and report all of the numbers on the meter to the left of the decimal, thereby rounding down to the nearest hundred cubic foot of use. The City shall read all temporary, construction or fire hydrant meters and perform all meter reads related to the connection or disconnection of customer services.

V. WORK HISTORY

Recipient providing service to the City must have verifiable experience in handling same or similar services as outlined in Section IV, Scope of Services.

Recipient will complete and submit Attachment G, "Work History Worksheet."

VI. SUBMITTAL REQUIREMENTS

The following information shall be required in the RFP submittal:

A. Letter of Transmittal

The letter is not intended to be a summary of the proposal itself. The letter of transmittal must contain the following information and statements:

- Company name, address, telephone number(s) of the firm submitting the proposal;
- Name, title, address, e-mail address, and telephone number of the person or persons to contact who are authorized to represent the firm and to whom correspondence should be directed;
- Federal and state taxpayer identification numbers of the firm;

B. Description of Services

- Key Contract Provisions and Proposal Requirements:
It is the City's intent to receive proposals and qualifications in response to this request, and to evaluate and negotiate contract terms and scope for recommendation of award to its City Council.
- Resources and Capabilities: Meter reading services are one of the first and foremost contributors toward revenue collection and operational sustainability of the City's water operations fund. Therefore, time is of the essence as to all dates, times for completion, and performance requirements contained in any final agreement. Respondents to this request shall clearly describe the tools, resources, capabilities, and assurances they possess or may provide or offer the City to ensure accurate, reliable, and cost effective meter reading services throughout the course of an agreement.

Proposers should address the procedures the company has in place to maintain a meter reading accuracy of less than 2% of the readings to be in error. In the event the water meter readings exceed the 2% error rate, the City's expectation is that the company will be responsible for obtaining and incurring the cost related to skipped, or no reads or will pay the City a fee per re-read the company elects not to do. All penalty reads greater than 2% of the total monthly meter reads will be re-read by the company or the company will pay the City a fee per re-read not completed. All re-reads should be completed and submitted to the City's Utility Billing Coordinator within 24 hours notification without charge to the City. The City will be responsible for trouble reads related to impossible reads and suspicious reads that were, in fact, proven to be accurate. "Impossible read" is defined as a meter read that cannot be read due to the meter condition (broken or unreadable lens) or the meter being blocked from reading (due to parked car or closed street).

Accordingly, respondents to this request shall provide a thorough discussion of proposed and recommended staffing plans, supervision and span of control procedures, timelines and processes for the replacement of staff, and other relevant and pertinent information to demonstrate and ensure the City of the firm's resources and capabilities in performing reliable meter reading duties on a monthly basis, and the ability to take whatever actions necessary (staffing or otherwise) to ensure successful completion and performance. The proposal should acknowledge the City's right to request removal of any staff assigned to this project that are found to be incompetent, careless or negligent.

- Performance Metrics and Penalties: As described, the ability to reliably read and upload 100% of customer water meters, each and every month, is of paramount importance to the City and its revenue collection processes. Therefore, it is anticipated that any agreement for service will include relevant performance metrics and targets, with financial penalties for failure to meet agreed upon goals. Respondents shall include in their proposal, commonly used measures of performance and contractual remedies available to the City in the event such goals and targets are not met.
- Other provisions:
Notify the City the same day of any hazardous conditions requiring immediate attention (i.e. broken water meter box lids or any other sidewalk "trip" hazards, broken meters, water bubbling up in sidewalk, a possible water leak in a gutter or street).

Report to the City other conditions such as: suspected tampered meters, inaccessible or unlocated meters, damaged meters, damaged meter boxes and/or lids, leaking meters, or any other repairs that may need to be made by the City. Technicians will be required to generate a service order using the handheld device; to report these issues, or to report unread meters.

Due to its visibility in the community, the awarded contractor directly represents the City. Therefore, the firm's employees shall dress in a professional uniform and drive a vehicle which clearly identifies them and the company represented. The firm's employees shall conduct themselves in reflection of the City's professional manner. Meter reading should occur between 8 a.m. and 5 p.m. Monday through Friday.

C. Fee Schedule

Respondent must include all expenses related to the services offered. No additional fees will be considered unless they are disclosed and approved in advance by the City of Alamo Heights.

D. Additional Forms

- Respondent's submittal shall also include any forms or attachments listed in Attachment K, "Proposal Checklist."

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THE ABOVE-REFERENCED DOCUMENTS MAY RESULT IN THE RESPONDENT'S SUBMITTAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.**

VII. SUBMITTAL INSTRUCTIONS

- A. Respondent shall provide five (5) copies of their submittal, one (1) clearly marked, "Original" and signed in blue ink and four (4) duplicates. All copies must be submitted in a sealed package, clearly marked on the front of the package "**WATER METER READING** " All submittals must be received by the City Secretary no later than **3:00 p.m. CDT, Monday, July 20, 2015** at the address below.

City of Alamo Heights
c/o City Secretary
6116 Broadway
San Antonio, Texas 78209

Any submittal received after this time shall not be considered. Submittals sent by facsimile or email will not be accepted.

- B. Submittal Format: Each submittal shall be typed and submitted on 8 1/2" x 11" white paper. Font size shall be no less than 12-point type. Margins shall be no less than 3/4" around the perimeter of each page, double-sided pages are encouraged. Originals shall be easily identifiable and shall be signed in blue ink. Each page shall be numbered. Electronic files shall not be included as part of the submittal; compact disks and/or computer disks submitted as part of the submittal shall not be considered. Each submittal must include the sections and attachments included herein as part of this RFP, in the sequence listed in the Submission Requirements Section, and each section and attachment must be indexed with divider tabs and included in the Table of Contents page (Form #2 in RFP). Failure to meet the above conditions may result in disqualification.
- C. Respondents who submit responses to this RFP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or shorthand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include their 9-digit Internal Revenue Service Taxpayer number on the City of Alamo Heights Substitute W-9 Form. If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity in its submittal, the Public Works Director shall have the discretion, at any point in the contracting process, to suspend consideration of the submittal.
- D. All provisions in Respondent's submittal, shall remain valid for ninety (90) days following the deadline date for submissions or, if a submittal is accepted, throughout the entire term of the contract.

- E. All submittals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order.
- F. Any cost or expense incurred by the Respondent that is associated with the preparation of the submittal, the Pre-Submittal Conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

VIII. COMMUNICATION GUIDELINES

Once the RFP has been released, Respondents are prohibited from communicating with City staff and officials regarding the RFP, with the following exceptions:

- A. Respondents are prohibited from communicating with elected City officials regarding the RFP or Submittals from the time the RFP has been released until the contract is posted as a City Council agenda item. Respondents are prohibited from communicating with City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Respondents’ Submittals. Violation of this provision by Respondent and/or their agent may lead to disqualification of Respondent’s submittal from consideration. Exceptions to the restrictions on communication with City employees include:
 - 1. Questions and responses during the pre-submittal conference.
 - 2. Respondents may submit questions concerning this RFP to the staff electronically at psullivan@alamoheightstx.gov before **12:00 Noon CDT, on Wednesday June 24, 2015**. Questions received after the stated deadline may not be answered. Received questions and responses will be posted to the City’s website at <http://www.alamoheightstx.gov> by **5:00 p.m. CDT, on Friday, June 26, 2015**.
 - 3. Respondents may provide responses to questions asked of them by the City staff or officials after responses are received and opened and during any subsequent interviews.
- B. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City.
- C. If the legal signatory entering into the contract has made such a contribution, the City may not award the contract to that contributor or to that contributor’s business entity. Any contract awarded in violation of this provision shall be voidable at the discretion of the City Council.

IX. AMENDMENTS TO RFP

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP – if any – shall be made in writing only.

X. EVALUATION CRITERIA

The City will conduct a comprehensive, fair and impartial evaluation of all submittals received in response to this RFP. The City may appoint a selection committee to perform the evaluation. Each submittal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents may be interviewed and re-scored based upon these same criteria, or other criteria to be determined by the selection committee. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The City reserves the right to select one, more than one, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the

Evaluation Criteria:

Experience, qualifications and past performance of the proposing Contractor. Discussion of past projects of a similar nature to those desired by the City. Contractor's reputation, based on submitted references. Licenses, certification and training of employees. 35%

Understanding of the overall needs of the City as presented in the narrative proposal, including proposed methodology to accomplish the required work. Discussion of the types and variety of services the Contractor can provide. 30%

Pricing. 35%

TOTAL PERCENT AVAILABLE: 100%

XI. AWARD OF CONTRACT & RESERVATION OF RIGHTS

- A. City reserves the right to award one, more than one, or no contract(s) in response to this RFP.
- B. The Contract, if awarded, will be awarded to the Respondent(s) whose submittal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.
- C. City may accept any submittal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of City. However, final selection of a Respondent is subject to City Council approval.
- D. City reserves the right to accept one or more submittals or reject any or all submittals received in response to this RFP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process.
- E. City intends to require the selected Respondent(s) to execute the contract with the City in substantially the form as attached prior to City Council award. No services, under provisions of the proposed contract, shall commence until City signs the contract document(s) and Respondent(s) provides the necessary evidence of insurance as required in the Contract. Contract documents are not binding on City until approved by the City Council. In the event the parties cannot negotiate and execute a contract within the time specified, City reserves the right to terminate negotiations with the selected Respondent and commence negotiations with another Respondent.
- F. This RFP does not commit the City to enter into a Contract, award any services related to this RFP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.
- G. If selected, Respondent will be required to comply with the insurance and indemnification requirements established in the resulting contract.
- H. Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City.
- I. Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

CITY OF ALAMO HEIGHTS

UTILITY DEPARTMENT

REQUEST FOR PROPOSALS FOR WATER METER READING

ATTACHMENTS



CITY OF ALAMO HEIGHTS
 6116 BROADWAY
 ALAMO HEIGHTS, TEXAS 78209

ATTACHMENT A

SUBMITTAL COVER / SIGNATURE SHEET

| | | |
|-------------------------|---|-----------------------------------|
| ISSUE DATE: | JUNE 17, 2015 | Request For Proposal Title |
| | | WATER METER READING |
| DATE OF CLOSING: | JULY 17, 2015 | DEPARTMENT: |
| TIME OF CLOSING: | (No later than) 3:00 p.m. CDT | |
| SUBMIT TO: | City of Alamo Heights 6116 Broadway San Antonio, TX 78209 | |

READ AND SIGN BELOW. UNSIGNED COVER SHEETS WILL NOT BE ACCEPTED.

| | |
|----------------------|-------------------------|
| Legal Name of Firm: | |
| Address: | |
| City: | |
| State: | Zip Code: |
| Contact Person: | |
| Office Phone Number: | Alternate Phone Number: |
| E-Mail Address: | Fax Number: |

 Signature of Authorized Individual

 Typed Name of Authorized Individual

 Date

 Typed Title of Authorized Individual

ATTACHMENT B

Regulatory Compliance and Criminal History Warranty; Acknowledgement of Fiduciary Duty Owed by Contractor to City

- (a) Compliance. Histories, Warranty, Fiduciary Duty, Discretionary Termination.** The successful bidder [proponent] must demonstrate to the City's satisfaction that bidder [proponent] has clean environmental, criminal, and other compliance histories with state, federal, and local agencies or authorities. By submission of a bid or proposal in response to this solicitation, bidder [proponent] Warrants to the City that he / she / it (in the case of a corporation or other legal entity), including advisors, executive and supervisory employees, agents and representatives, are in good stead with all regulatory authorities that may have interests in or jurisdiction over the work activity or service bid [proposed] by the Contractor. Regulatory interest or jurisdiction may go directly to the Contract activity in question, to potential consequences of the activity, or indirectly to any regulated matter that may reflect upon the Contractor's competency and integrity. The City relies upon Contractor's Warranty and shall treat the Contractor as having a special fiduciary duty to the City in this respect due to potential for environmental, third party, and other regulatory liabilities which may attend this Contract, including but not limited to regulatory criminal responsibility. Contractor acknowledges such fiduciary duty to the City, promising a high standard of performance and best efforts to protect the public interest against consequences of environmental mishap. Contractor warrants that no matters pertaining to violations, notices of violation, or notices of regulatory concern are now pending against Contractor or those persons (employees / affiliates) of concern mentioned above; and that no civil or criminal litigation, and no manner of enforcement activity, however preliminary, is *pending* against Contractor or those persons, regardless of category or class of violation or potential violation. *If any such matters are pending, Contractor must reveal and explain those matters in writing at the time his / her / its bid [proposal] is tendered to the City.* If any such matters have been resolved, *during the last five (5) years*, Contractor must similarly reveal and explain same to the City with the bid [proposal] submission. The City retains the right to determine, according to its discretion, whether or not a pending, unresolved, or resolved enforcement issue or criminal matter concerning Contractor, its operations, or employees / agents / representatives may impact the responsible status of Contractor, i.e., render the Contractor unqualified, or detract from Contractor's competency standing. In reliance on Contractor's Warranty, the City reserves to itself the right to terminate the Contract, without further obligation upon the City and without further recourse or remedy for the Contractor except that the City shall duly pay Contractor for work or services performed to date of termination, should the City determine, following award of the Contract that Contractor failed to reveal and explain to the City's satisfaction any such matters having regulatory or criminal import or implications.
- (b) Criminal Histories.** Pending and Resolved; Termination. Contractor must disclose and explain in writing any pending criminal matters associated with his / her / its business operation. This disclosure goes to Contractor's person, and to all persons working for Contractor in a supervisory, advisory, executive, agency, or in any representative capacity or manner associated with Contractor's business enterprise, which person(s) have any criminal enforcement action pending against him or her, regardless of class or category of alleged violation which may be pending, however preliminary, including investigation. And concerning resolved criminal matters, Contractor must make similar written disclosures and explanations for the same category of persons, which disclosures and explanations concern any criminal enforcement action that may have been resolved against such persons during the last five (5) years. Failure to make such disclosures and explanations, with the submission of the bidder's [proponent's] response to the City's solicitation, shall be grounds for the City's termination of the Contract, should such information come to the City's attention after award of the contract; in which case, Contractor shall be without recourse and remedy, except for the City's payment to Contractor for services or work performed up to date of termination.

(c) **Voidable Contract.** Contractor's failure to abide by disclosure and explanation requirements, in (a) and (b), above, shall render the Contract voidable at the City's discretion, with no compensation due Contractor, if concealed or undisclosed violations, or undisclosed or concealed investigations leading to formal criminal charges, are of such portent, in the City's judgment, as to place the City in a position of regulatory or third party liability exposure, or shall pose or result in a threat to the public health, safety, or welfare. Any sums paid Contractor, in the event of a voided contract, shall be recoverable by the City, in addition to and cumulative of any other legal or equitable remedies the City may have. Contractor understands the City shall enjoy the termination and voidable contract remedies set forth in paragraph (b) and this paragraph (c) due to the fiduciary duty owing from Contractor to City and due to the City's reliance on the Contractor's Warranty of Regulatory Compliance and clean Criminal History.

ATTACHMENT C

RESPONDENT'S QUESTIONNAIRE

1. Respondent Information: Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #1.2. If Joint Venture or Partnership, attach Joint Venture or Partnership Agreement.)

Respondent Name: _____
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. : _____ Fax No: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

Business Structure: Check the box that indicates the business structure of the Respondent.

- Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
- Partnership
- Corporation If checked, check one: For-Profit Nonprofit
Also, check one: Domestic Foreign
- Other: If checked, list business structure: _____

2. Contact Information: List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. : _____ Fax No: _____

Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes No

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes No If "Yes", list authorizations/licenses.

5. Where is the Respondent's corporate headquarters located? _____

6. **Local Operation:** Does the Respondent have an office located in Bexar County, Texas?

Yes No If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

b. State the number of full-time employees at the Bexar County office. _____

7. **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes No If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes No If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes No If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

List here, any other names under which Respondent has operated within the last 10 years.

REFERENCES - Provide four (4) references, one of which must be from a financial institution that has provided Respondent with banking services during the past three years.

Reference No. 1: (Financial Institution)

Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Email: _____

Reference No. 2:

Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Email: _____

Reference No. 3:

Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Email: _____

Reference No. 4:

Firm/Company Name: _____
Contact Name: _____ Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone No. _____ Fax No: _____
Email: _____

ATTACHMENT D

LITIGATION DISCLOSURE

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes No

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of Alamo Heights or any other Federal, State or Local Government, or Private Entity?

Yes No

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of Alamo Heights or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes No

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

ATTACHMENT E

INSURANCE REQUIREMENTS

Contractors performing work or services on City property or public right-of-way for the City of Alamo Heights shall provide the City a certificate of insurance evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work or services have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Alamo Heights.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

| Type of Insurance | Amount of Insurance | Provisions |
|--|--|--|
| 1. Workers' Compensation 2. Employer's Liability | Statutory \$100,000 each accident | City to be provided a waiver of subrogation. |
| 3. Commercial General Liability to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Independent Contractors d. Personal Injury e. Contractual Liability f. Personal/Advertising Injury g. Medical Expenses h. Fire Legal Liability | \$1,000,000 each occurrence, \$1,000,000 general aggregate; Or \$1,000,000 combined single limits | City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard & Pools. |
| 4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles | Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence. | |
| 5. Crime/Employee Dishonesty (including monies and securities) | \$250,000 | |
| 6. Indemnification Bond* | \$250,000 | |

*If applicable.

ATTACHMENT F

INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFP, Respondent shall be required to comply with the indemnification requirements set forth below:

RESPONDENT covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RESPONDENT's activities under this CONTRACT, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this CONTRACT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT. HOWEVER THE SCOPE OF INDEMNITY IMPOSED ON RESPONDENT BY THIS AGREEMENT DOES NOT EXTEND TO ACTIONS TAKEN BY RESPONDENT OR ITS AGENTS IN DIRECT RESPONSE AND IN COMPLIANCE WITH ORDERS AND DIRECTIONS GIVEN TO RESPONDENT AND IT AGENTS BY THE CHIEF OF POLICE OR HIS REPRESENTATIVE OR SENIOR FIREFIGHTERS IN CONTROL OF AN ACCIDENT SCENE.

It is the EXPRESS INTENT of the parties to this CONTRACT, that the INDEMNITY provided for in this section, is an INDEMNITY extended by RESPONDENT to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. RESPONDENT further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

However, given the industrial character, history, and intended use of the site, subject of this RFP, the foregoing contributory cause provision shall not relieve the RESPONDENT of the obligation to fully indemnify, defend, and hold harmless the CITY and all those persons recited above, according to the foregoing paragraphs, when the claim, demand, criminal or civil action, regulatory enforcement action, demand or direction for remediation is brought by an environmental regulatory agency or division, local, state, or federal, in which case THE SELECTED RESPONDENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, FOR THE CITY'S ALLEGED OR PROVEN NEGLIGENCE EVEN WHEN THE CITY'S SOLE NEGLIGENCE MAY BE ALLEGED OR PROVEN.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this contract, and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

ATTACHMENT G

WORK HISTORY WORKSHEET

Provide information as it applies to the work history of the vendor and in response to the items on this worksheet.

1. List of all contractual accounts serviced over last five years including:

| Name of Account | Dates of Service | Contact Name | Contact Telephone |
|-----------------|------------------|--------------|-------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

2. List of all employees that will be reading meters for the City of Alamo Heights including:

| Name of Employee | Level of Certification | Years with Vendor |
|------------------|------------------------|-------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

(Attach additional page(s) if more space is required)

****Note: The City of Alamo Heights reserves the right to request additional information for the purpose of conducting further investigation of driver history.***

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1) Name of person doing business with local governmental entity.

2) Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3) Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4) Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5) Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer name in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6) Describe any other affiliation or business relationship that might cause a conflict of interest.

Signature of person doing business with the governmental entity

Date

ATTACHMENT I

VENDOR ACKNOWLEDGEMENT FORM

THIS FORM MUST BE THE LAST PAGE OF YOUR ORIGINAL PROPOSALS AND COPIES!

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions contained in the specifications of the proposal.

The following information must be filled out in its entirety for your proposal to be considered.

Company Name:

Address of Principal Place of Business: _____

Phone/Fax of Principal Place of Business: _____

Address, Phone and Fax of Majority
Owner Principal Place of Business: _____

E-mail Address of Representative: _____

Authorized Representative: _____
Signature Date

Printed Name

ATTACHMENT J
PROPOSAL CHECKLIST

Use this checklist to ensure that all required documents have been included in the proposal and that they are properly tabbed and appear in the correct order.

| Tab in Proposal | Document | Initial to Indicate Document is Attached to Proposal |
|------------------------|---|---|
| | *Submittal Cover / Signature Sheet (RFP Attachment A) | |
| | Table of Contents | |
| | Executive Summary | |
| | Respondent Questionnaire (RFP Attachment C) | |
| | Litigation Disclosure (RFP Attachment D) | |
| | Proof of Insurability (Letter and Copy of Current Certificate of Insurance (Attachment E) | |
| | Experience, Background, Qualifications | |
| | Proposed Services | |
| | Work History Worksheet (RFP Attachment G) | |
| | *Conflict of Interest Questionnaire (RFP Attachment H) | |
| | *Vender Acknowledgement Form (RFP Attachment I) | |
| | Proposal Checklist (RFP Attachment J) | |
| | One (1) Original and Four (4) Copies of Proposal | |

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.