

CONTRACT

31479

THIS CONTRACT is made and entered, in duplicate, as of January 19, 2010 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on November 3, 2009, by and between CORIX UTILITIES (US) INC., a Delaware corporation ("Corix" or "Contractor"), whose principal address is 126 North Jefferson Street, Suite 300, Milwaukee, Wisconsin 53202, and the CITY OF LONG BEACH, a municipal corporation ("Long Beach" or "City").

RECITALS

WHEREAS, Long Beach owns and operates a natural gas transmission and distribution system and a water distribution system for the purpose of delivering product to its residential and commercial customers; and

WHEREAS, Long Beach issued RFP No. FM 09-016, dated February 26, 2009, attached hereto as Exhibit "A" and incorporated herein by this reference, seeking proposals from businesses providing commercial and residential gas and water meter-reading services; and

WHEREAS, Corix submitted a proposal dated April 13, 2009 and an addendum dated January 13, 2010, attached hereto as Exhibit "B" and incorporated herein by this reference, in response to Long Beach's aforementioned RFP; and

WHEREAS, Long Beach selected Corix to provide gas and water meter-reading and related services pursuant to Corix's proposal; and

WHEREAS, the Parties (as defined below) desire by this Contract to establish the terms and conditions on which Corix will read gas and water meters and provide additional services for Long Beach as specified in Exhibit "C" (as defined below);

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, the Parties agree as follows:

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 1. EFFECTIVE DATE AND TERM. The term of this Contract shall
2 commence on February 1, 2010 and shall terminate at 11:59 p.m. (Long Beach, CA
3 local time) on July 31, 2015, unless sooner terminated as provided in this Contract.

4 2. DEFINITIONS. The following terms used in this Contract shall
5 have the following meanings (whether used in the singular or the plural):

6 A. Apparatus: Any and all equipment, devices, materials,
7 accessories, supplies, tools, Itron equipment, computer software, computer tapes,
8 vehicles, and customer lists purchased and/or acquired by Corix or furnished by Long
9 Beach to Corix in the performance of the Work (as defined below), but not including the
10 Gas Meters and Water Meters (each as defined below).

11 B. Business Day: 7:30 a.m. through 5:00 p.m., Monday
12 through Friday, excluding the following holidays: New Year's Day; Martin Luther King,
13 Jr. Day; Presidents' Day; Memorial Day; Independence Day; Labor Day; Thanksgiving
14 Day; day after Thanksgiving; and Christmas Day.

15 C. Contract: This document, including the preamble and
16 recitals above, Exhibit "A", Exhibit "B", Exhibit "C", and Exhibit "D" (each as defined
17 below), and Schedule 1 hereto, as amended from time to time by mutual written
18 agreement of the Parties.

19 D. Contract Administrator: The employee designated by Long
20 Beach to administer this Contract.

21 E. Corix: Corix Utilities (U.S.) Inc.

22 F. DCO File: Meter Read (as defined below) file.

23 G. DCI File: Meter Read request file.

24 H. Development Work: Work activity required to develop new
25 Meter Routes (as defined below), procure Apparatus, train Meter Readers (as defined
26 below), and modify computer programs.

27 I. Dog and Instruction Codes: Codes used in the Handheld
28 Devices (as defined below) which indicate, for example, where dogs, Gas Meters and

- 1 Water Meters are located.
- 2 J. Error: An incorrect meter read, as determined by
- 3 subsequent meter readings according to procedures defined in Exhibit "C".
- 4 K. Exhibit "A": Long Beach RFP No. FM 09-016, dated
- 5 February 26, 2009, incorporated into this Contract by this reference.
- 6 L. Exhibit "B": Corix proposal dated April 13, 2009 and
- 7 addendum dated January 13, 2010, incorporated into this Contract by this reference.
- 8 M. Exhibit "C": Statement of Work, incorporated into this
- 9 Contract by this reference.
- 10 N. Exhibit "D": Tax Reporting Form.
- 11 O. FTP: File transfer protocol to exchange and manipulate
- 12 files over the Internet.
- 13 P. Gas Meters: Gas meters located within the Service
- 14 Territory which may be read using a Handheld Device, except those that Long Beach,
- 15 by its designation, shall read.
- 16 Q. Handheld Device: Handheld device which reads and
- 17 records customer meter information and interfaces with MV-RS.
- 18 R. Hazardous Condition: Condition hazardous to the public
- 19 health and safety, including but not limited to, gas and/or water leaks.
- 20 S. Initial Training: Training of Meter Readers to perform
- 21 meter reading services pursuant to this Contract.
- 22 T. Itron: Itron, Inc., the manufacturer of MV-RS.
- 23 U. Long Beach: The City of Long Beach.
- 24 V. Meter Read: Numeric readings obtained from Gas Meters
- 25 and Water Meters which reflect gas and water consumption, respectively.
- 26 W. Meter Reader: A Corix employee who reads Gas Meters
- 27 and Water Meters.
- 28 X. Meter Read Accuracy: A percentage measurement of the

- 1 number of correct Returned Reads, as more particularly described in Exhibit "C".
- 2 Y. Meter Read Cycle: A grouping of Meter Routes, containing
- 3 Gas Meters and/or Water Meters to be read by Corix on a particular Business Day.
- 4 Z. Meter Route: Group of Gas Meters and/or Water Meters,
- 5 designated by Corix to be read by one person within a Meter Read Cycle.
- 6 AA. MV-RS: Itron meter-reading system software that
- 7 interfaces with Handheld Devices and with Long Beach computer systems via DCO File
- 8 and DCI File.
- 9 BB. Missed Read: Meter for which a numeric reading was not
- 10 obtained.
- 11 CC. Parties: Corix and Long Beach.
- 12 DD. Party: Corix or Long Beach, as applicable.
- 13 EE. Phase 1: The mobilization phase of the Project, which
- 14 includes project kick-off, planning, preparation, installation of computer hardware and
- 15 software and establishing the logistical aspects of the project, as more particularly
- 16 described in Exhibit "C".
- 17 FF. Phase 2: The acceptance phase of the Project, which is
- 18 intended to integrate data systems and to establish communication, management
- 19 protocols and business process changes that will be used in project operation, as more
- 20 particularly described in Exhibit "C".
- 21 GG. Phase 3: The phase of the Project which involves the
- 22 transition of responsibility for meter reading services from SCE to Corix, including all
- 23 aspects of the hand-over of control of meter reading routes, as more particularly
- 24 described in Exhibit "C".
- 25 HH. Phase 4: The phase of the Project which involves the
- 26 performance by Corix of contract meter reading services following the successful
- 27 completion of Phase 3, as more particularly described in Exhibit "C".
- 28 II. Phase 5: The phase of the Project which involves the

1 performance by Corix of services relating to the expiration of this Contract, as more
2 particularly described in Exhibit "C".

3 JJ. Project: The transition of contract meter reading services
4 for Long Beach from the current provider of such services to Corix and the performance
5 by Corix of contract meter reading and related services during the term hereof, as more
6 particularly described in Exhibit "C".

7 KK. Read Range: The number of days between Read Dates
8 (as defined below).

9 LL. Read Date: The date on which a Gas Meter or Water
10 Meter is read.

11 MM. Reads Requested: All Meter Reads requested by Long
12 Beach in a particular Business Day.

13 NN. Returned Reads: Meter Reads obtained by Meter Reader
14 and supplied to Long Beach within two (2) Business Days of and as a result of a Reads
15 Requested.

16 OO. Service Territory: The Long Beach gas and water service
17 territory as of the effective date of this Contract, as it may be amended from time to
18 time.

19 PP. SCE: Southern California Edison.

20 QQ. Uncontrollable Forces/Force Majeure: Any cause beyond
21 the reasonable control of a Party, including but not limited to, failure or threat of failure
22 of facilities, unusually severe weather, flood, fire, lightning, epidemic, quarantine
23 restriction, war, sabotage, act of a public enemy, earthquake, insurrection, riot, act of
24 terrorism, civil disturbance, strike, work stoppage caused by jurisdictional and similar
25 disputes, major equipment breakdown, restraint by court order or public authority, or
26 action or nonaction by or inability to obtain authorization or approval from any
27 governmental agency or authority, or any combination of these causes, which by the
28 exercise of due diligence and foresight such Party could not reasonably have been

1 expected to avoid and which by the exercise of due diligence is unable to overcome.

2 RR. Water Meters: Water meters located within the Service
3 Territory which may be read using a Handheld Device, except those that Long Beach,
4 by its designation, shall read.

5 SS. Work: All meter reading and related services to be
6 performed by Meter Readers pursuant to this Contract, as described in Exhibit "C".

7 3. METER READING SERVICES. Corix shall read and supply to
8 Long Beach, via designated electronic means, meter reading and related services for
9 Phase 1, Phase 2, Phase 3, Phase 4 and Phase 5, as more specifically set forth in
10 Exhibit "C".

11 4. NON METER-READING SERVICES. Corix shall provide non
12 meter-reading services as more specifically set forth in Exhibit "C".

13 5. RESPONSIBILITIES OF PARTIES.

14 A. Corix shall perform the Work referenced in Sections 3 and 4
15 above as such Work is more particularly described in Exhibit "C". In addition, Corix
16 agrees to:

17 i. Low Emission Fleet. Corix agrees to acquire and
18 deploy for use by its meter-readers a fleet of hybrid vehicles meeting California's
19 Advanced Technology Partial Zero-Emission Vehicle ("AT-PZEV") standard (the
20 "Fleet"), also compliant with the federal Super Ultra Low-Emission Vehicle ("SULEV")
21 standard, as those terms are defined by the California Air Resources Board and the
22 U.S. Environmental Protection Agency, respectively, and as those standards may be
23 amended from time to time. Corix must obtain approval in advance from the City if it
24 desires to substitute another vehicle standard. Ninety percent of the Fleet must be in
25 place and in use within twelve months of contract execution. Failure to comply with this
26 term shall constitute a material breach on the part of Corix.

27 ii. Long Beach Office. Within thirty days of the effective
28 date of this Agreement, Corix will enter into a lease for a business office in the City of

1 Long Beach. Corix agrees to maintain a business office in the City of Long Beach for
2 the term of this Contract, and failure to do so shall constitute a material breach on the
3 part of Corix, unless prior written approval is first obtained from the City. It is anticipated
4 that Corix will enter into a lease with the Long Beach Water Department. A default
5 under the lease with the Long Beach Water Department shall constitute a default under
6 this Agreement.

7 B. Long Beach responsibilities:

8 i. Long Beach shall provide Corix with all necessary
9 information to perform the Work under this Contract, as set forth more particularly in
10 Exhibit "C".

11 ii. Long Beach hereby grants to Corix the right to use
12 right of way easements and other property interests held by Long Beach for the purpose
13 of access necessary to read meters. Further, Long Beach agrees to secure and grant
14 to Corix, without cost to Corix, all right of way, easement and other property interests
15 needed to provide Corix reasonable access to meters covered by this Contract.

16 iii. Long Beach shall, to the extent practicable, provide to
17 Corix such other reasonable assistance and cooperation as Corix may request in
18 connection with the performance by Corix of its obligations under this Contract.

19 6. WARRANTY AND PERFORMANCE.

20 A. Corix shall perform the Work in accordance with the
21 performance standards provided in Exhibit "C", as applicable. Failure to meet these
22 standards will result in the application of the performance penalties designated in this
23 Contract.

24 B. Corix warrants that the Work will be performed in a
25 professional and workmanlike manner consistent with and not less than the applicable
26 standards of the industry. Further, Corix warrants that the Work will be performed in
27 accordance with the applicable specifications provided in Exhibit "A", Exhibit "B" and
28 Exhibit "C".

1 7. COMPENSATION.

2 A. Long Beach shall pay to Corix, subject to the annual
3 appropriation of funds for this Contract by the Long Beach City Council, as
4 compensation for Corix's performance of its obligations under this Contract, the fees set
5 forth in Section 8 (Rates and Fees) less any applicable penalties set forth in Section 9
6 (Accuracy, Volume and Performance of Meter Reads). For purposes of calculating the
7 fees owed pursuant to Section 8 below, compound meters will be counted as two (2)
8 Meter Reads. Amounts owed hereunder shall be invoiced on a monthly basis based on
9 services performed during the prior month. Payment terms are as set forth in Section
10 10 below. Payments shall be paid by check, on a monthly basis, to Corix based on the
11 number of Meters read during the preceding month. Corix shall have two (2) Business
12 Days to complete the Meter Reads for a particular Meter Read Cycle. The Parties
13 understand that if the annual appropriation process does not result in funds sufficient for
14 the continuation of the Work, Long Beach would exercise its termination for
15 convenience rights under Section 12 below (and Long Beach would be obligated to pay
16 for Work performed up to the termination date along with other costs recoverable by
17 Corix pursuant to the terms of this Contract).

18 B. Compensation shall be adjusted based on performance
19 criteria relating to accuracy, volume and timeliness of Meter Reads, as set forth in
20 Section 9 below.

21 C. Adjustments shall be made to compensation pursuant to
22 Section 9 below by the Contract Administrator for Long Beach. The Contract
23 Administrator's decision may be appealed in writing within ten (10) business days to the
24 Long Beach Director of Financial Management/CFO. The determination by the Director
25 of Financial Management/CFO shall be rendered within ten (10) days after the dispute
26 is finally submitted for determination. The determination of the Director of Financial
27 Management/CFO shall be final so long as such determination is reasonable.

28 D. The prices for the services performed as part of the Work,

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1 shall remain in effect during the initial sixty-four (64) month term of this Contract. If the
2 term of this Contract is extended beyond such sixty-four (64) month term pursuant to
3 Section 12.B. below, the prices for such services shall be subject to increase based on
4 increases in a mutually agreed upon cost-of-living index.

5 E. The Parties agree to treat the information relating to Long
6 Beach's customer statements as confidential with respect to third parties, and not to
7 voluntarily disclose such information, except as otherwise required by law, including the
8 discovery process in the event of litigation between the Parties; California public records
9 statutes; duly authorized governmental or regulatory agencies; or California
10 confidentiality requirements.

11 8. RATES AND FEES.

12 A. Based on a monthly meter reading schedule, Long Beach
13 shall pay to Corix the following amounts, as applicable:

<u>Meter Read Type</u>	<u>Unit cost/meter (water or gas)</u>
Scheduled Read	\$0.9340
Re-reads	\$3.6640
Remote Read ERT meter	\$0.8640

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18 B. Based on a bi-monthly meter reading schedule, Long Beach
19 shall pay to Corix the following amounts, as applicable:

<u>Meter Read Type</u>	<u>Unit cost/meter (water or gas)</u>
Scheduled Read	\$1.11
Re-reads	\$4.33
Remote read ERT meter	\$1.06

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24 C. The fees identified in Sections 8.A and 8.B above and other
25 optional service fees are set forth in more detail in Exhibit "B" and Exhibit "C".

26 9. ACCURACY, VOLUME AND PERFORMANCE OF METER
27 READS.

28 A. ACCURACY: The amount due under Section 8 from Long

1 Beach to Corix and deductions shall be calculated each Business Day. Each month,
2 Long Beach shall deduct from its payment to Corix, the sum of the calculated
3 deductions for each Business Day for such month. Errors shall be counted for the
4 Business Day of the Reads Requested unless the Error is discovered in a subsequent
5 month in which case it will be counted on the Business Day it is discovered. If Corix
6 does not attain a Meter Read Accuracy level of 99.8% of Returned Reads in a particular
7 Business Day a calculation of a deduction shall be made according to the following
8 matrix:

<u>Meter Read Accuracy</u>	<u>Amount of deduction</u>
<99.8% to 98.8%	1% of amount due
<98.8% to 97.8%	2% of amount due
<97.8% to 96.8%	3% of amount due
<96.8%	4% of amount due

14 For purposes of illustration only, (i) if the number of Returned Reads for a
15 particular Business Day is 1,000 and if errors occurred with respect to only one of such
16 Returned Reads, then no deduction will be made under this Section for the Business
17 Day on which the Returned Reads were delivered to Long Beach [999/1,000=99.9%],
18 and (ii) if the number of Returned Reads for a particular Business Day is 1,000 and if
19 errors occurred with respect to 30 of such Returned Reads, then the deduction under
20 this Section for such Business Day is 3% [970/1,000=97%].

21 B. VOLUME. The amount due under Section 8 from Long
22 Beach to Corix and deductions shall be calculated each Business Day. Each month,
23 Long Beach shall deduct from its payment to Corix, the sum of the calculated
24 deductions for each Business Day for such month. If Corix fails to attain a ratio of
25 Returned Reads to Reads Requested of 98.5%, a calculation of a deduction shall be
26 made according to the following matrix:

<u>Returned Reads ÷ Reads Requested</u>	<u>Amount of deduction</u>
<98.5% to 97.5%	1% of amount due

1	<97.5% to 96.5%	2% of amount due
2	<96.5% to 95.5%	3% of amount due
3	<95.5%	4% of amount due

4 For purposes of illustration only, (i) if the Reads Requested for a particular
5 Business Day is 1,000 and if the number of Returned Reads for such Reads Requested
6 (delivered by Corix to Long Beach on the first or second Business Day after the date the
7 reads were requested) is 990, then no deduction will be made under this Section for the
8 Business Day on which the Returned Reads were delivered to Long Beach
9 [990/1000=99%], and (ii) if the Reads Requested for a particular Business Day is 1,000
10 and if the number of Returned Reads for such Reads Requested (delivered by Corix to
11 Long Beach on the first or second Business Day after the date the reads were
12 requested) is 956, then the deduction to be made under this Section for the Business
13 Day on which the Returned Reads were delivered to Long Beach is 3%
14 [956/1000=95.6%].

15 C. PERFORMANCE (TIMELINESS OF SUBMISSION OF
16 METER READS). Returned Reads shall be provided to Long Beach by Corix within two
17 (2) Business Days after Reads Requested. Time is of the essence regarding this
18 provision and damages are difficult to calculate; therefore, as a reasonable estimate of
19 the damages that would accrue to Long Beach in the event of the failure of Corix to
20 perform in a timely fashion, if the Returned Reads are delivered to Long Beach later
21 than two (2) Business Days after the date of the Reads Requested, then damages in an
22 amount equal to five percent (5%) of the monthly invoice will be deducted from the
23 invoice.

24 10. BILLING AND PAYMENTS.

25 A. Within ten (10) calendar days after the last day of each
26 month, Corix shall submit to Long Beach an invoice reflecting the compensation owed
27 to Corix for the prior calendar month. Long Beach shall pay each invoice, normally,
28 within forty-five (45) calendar days after the invoice date.

1 B. No payment by Long Beach or acceptance of payment by
2 Corix shall prejudice the right of Long Beach to question the correctness of any
3 statement submitted by Corix.

4 11. OWNERSHIP OF DATA. All materials, information and data
5 regarding the Work which Corix is required to produce for Long Beach as a deliverable
6 under Exhibit "C", and all data residing in the MV-RS database managed by Corix as
7 part of the Work (collectively, "Data"), shall be the property of Long Beach. Corix shall
8 provide Long Beach access to the Data upon Long Beach's request, including 24-hour
9 access to MV-RS. Corix shall not, without Long Beach's written consent, copy or use
10 the Data, except to carry out the services contemplated by this Contract; will not transfer
11 the Data to any other party not involved in the performance of this Contract and will
12 return the Data to Long Beach upon completion of the services contemplated by this
13 Contract. Notwithstanding any other provision of this Contract, Corix retains all rights to
14 intellectual property developed or otherwise acquired by it prior to the effective date of
15 this Contract and/or outside of the Work.

16 12. TERMINATION OR EXTENSION. This Contract shall be effective
17 as of the date first set forth above and shall continue until expiration or termination as
18 provided for herein.

19 A. Long Beach shall have the right to terminate this Contract
20 for convenience by giving six (6) months prior written notice to Corix provided that such
21 notice shall be given no earlier than one (1) year after the date of execution of this
22 Contract. Either Party shall have the right to terminate this Contract for cause pursuant
23 to Section 14. In the event of a termination for convenience by Long Beach under this
24 Section, Long Beach shall pay Corix for services satisfactorily performed up to the
25 effective date of termination for which Corix has not been previously paid and
26 recoverable costs according to Section 13.

27 B. This Contract may be extended for up to five (5) one (1)
28 year renewal periods, in each case upon ninety (90) days advance written notice to

1 Corix by Long Beach (prior to the expiration of the then-current term). The terms and
2 conditions set forth in this Contract shall apply to any extension period, except that
3 pricing shall be subject to adjustment as provided herein.

4 C. Upon termination or expiration of this Contract, Corix shall
5 provide to Long Beach within thirty (30) days of Long Beach's request, the following:
6 any and all current Meter Route information including dog and instruction codes; and
7 any and all keys, security codes, and meter access information.

8 D. Upon termination or expiration of this Contract, Corix shall
9 transfer possession and title of ownership to Long Beach within thirty (30) days of Long
10 Beach's request, the following: all MV-RS associated hardware, all Handheld Devices
11 and all software license rights granted by Itron to Corix for MV-RS software and any
12 ancillary software products.

13 13. RECOVERABLE COSTS. The Parties anticipate that Corix will
14 incur up-front expenses and make other up-front investments in connection with its
15 execution of this Contract, including, without limitation, expenses relating to cell phones
16 and other information technology, expenses relating to the lease of warehouse space
17 and vehicles, and investments in training. An estimate of such costs has been made
18 available by Corix to Long Beach in connection with the Parties' execution of this
19 Contract. If this Contract is terminated for convenience by Long Beach prior to the end
20 of the initial term pursuant to Section 12.A above, Long Beach shall pay to Corix, within
21 30 days after the date of termination, the actual amount calculated pursuant to and not
22 exceeding the applicable amount calculated pursuant to Part A of Schedule 1 hereto. If
23 this Contract is terminated for cause prior to the end of the initial term pursuant to
24 Section 12.A above, Long Beach shall pay to Corix, within 30 days after the date of
25 termination, the actual amount calculated pursuant to and not exceeding the applicable
26 amount calculated pursuant to Part B of Schedule 1 hereto. The Parties acknowledge
27 that if this Contract is extended pursuant to Section 12.B above and if in connection with
28 such extension Corix is required to incur additional up-front costs in order to perform

1 this Contract during the extension period, then Corix shall provide Long Beach with an
2 itemized list of the newly incurred actual up-front costs and such costs shall be
3 amortized over the extension period and be subject to reimbursement by Long Beach
4 on a pro-rata basis (determined in a manner consistent with this Section 12.D and the
5 calculation methodology set forth on Schedule 1 hereto) in the event this Contract is
6 terminated prior to the end of the extension period. Only reasonable, actual costs for
7 items approved in advance by Long Beach are subject to this Section. The Parties
8 acknowledge and agree that, for purposes of the preceding sentence, the costs
9 underlying the reimbursement methodology on Schedule 1 hereto are reasonable and
10 are hereby approved by Long Beach.

11 14. TERMINATION FOR CAUSE. A party may terminate this Contract
12 upon written notice to the other party if:

13 A. the other party fails to pay any sums due hereunder and
14 does not cure such failure within 10 days after notice thereof is given by the non-
15 defaulting party;

16 B. the other party attempts an assignment or transfer of this
17 Agreement or any of its rights or obligations hereunder in violation of Section 32;

18 C. the other party files a petition in bankruptcy, or files a
19 petition or otherwise seeks relief under or pursuant to any bankruptcy, insolvency, or
20 reorganization statute or proceeding, or a petition in bankruptcy is filed against the other
21 party, or the other party becomes insolvent or makes an assignment for the benefit of its
22 creditors, or a custodian, receiver, or trustee is appointed for all or a substantial portion
23 of its business or assets; or

24 D. there is a default under Corix' lease with the Long Beach
25 Water Department; or

26 E. without limiting clauses A and B of this Section, the other
27 party breaches any material term of this Contract and does not cure such breach within
28 30 days after notice of the breach is given by the non-breaching party (or, if the default

1 is not susceptible of cure within such thirty-day period, cure is not commenced within
2 such period and thereafter prosecuted diligently to completion).

3 The failure by Corix to attain a ratio of Returned Reads to Reads
4 Requested of at least 95.5% for three months out of any four consecutive month period
5 and the failure by Corix to attain a Meter Read Accuracy level of 96.8% for three months
6 out of any four consecutive month period shall each constitute a material breach of this
7 Contract for purposes of clause D of this Section, and upon the occurrence of either
8 such event, Long Beach shall have the right to terminate this Contract immediately upon
9 written notice to Corix (and the cure period reflected in clause D of this Section shall not
10 apply). In the event this Contract is terminated pursuant to this Section, Corix shall not
11 be entitled to recovery of costs pursuant to Section 13 of this Contract. If this Contract is
12 terminated for cause prior to expiration of the initial term, Long Beach shall pay to Corix,
13 within 30 days after the date of termination, the applicable amount calculated pursuant
14 to Part B of Schedule 1 hereto.

15 15. TRANSITION ACTIVITIES. Prior to the expiration of this Contract,
16 Corix shall provide Long Beach with a detailed plan for transitional services to a new
17 contractor to ensure minimal service disruption to customers, including but not limited to
18 the following items: return of data, MV-RS hardware, licenses and Handhelds; meter
19 routes and dog and instruction codes; keys and security codes.

20 16. INSURANCE.

21 A. As a condition precedent to the effectiveness of this
22 Contract, Corix shall procure and maintain, at Corix's expense for the duration of this
23 Contract, from insurance companies that are admitted to write insurance in California
24 and have ratings of or equivalent to A:V by A.M. Best Company or from authorized non-
25 admitted insurance companies subject to Section 1763 of the California Insurance Code
26 and that have ratings of or equivalent to A:VIII by A.M. Best Company, the following
27 insurance:

28 i. Commercial general liability insurance equivalent in

1 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93 in an amount not less than
2 \$2,000,000 per each occurrence and \$4,000,000 general aggregate. This coverage
3 shall include but not be limited to broad form contractual liability, cross liability,
4 independent contractors liability, and products and completed operations liability. Long
5 Beach, its boards and commissions, and their officials, employees and agents shall be
6 named as additional insureds by endorsement on Long Beach's endorsement form or on
7 an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85
8 and this insurance shall contain no special limitations on the scope of protection given to
9 Long Beach, its boards and commissions, and their officials, employees and agents.
10 This policy shall be endorsed to state that the insurer waives its right of subrogation
11 against Long Beach, its boards and commissions, and their officials, employees and
12 agents.

13 ii. Workers' Compensation insurance as required by the
14 California Labor Code and employer's liability insurance in an amount not less than
15 \$1,000,000. This policy shall be endorsed to state that the insurer waives its right of
16 subrogation against Long Beach, its boards and commissions, and their officials,
17 employees and agents.

18 iii. Commercial automobile liability insurance equivalent
19 in scope to ISO form CA 00 01 06 92 covering Auto Symbol 1 (Any Auto) in an amount
20 not less than \$500,000 combined single limit per accident.

21 B. Any self-insurance program, self-insured retention, or
22 deductible must be separately approved in writing by Long Beach's Risk Manager or
23 designee and shall protect Long Beach, its officials, employees and agents in the same
24 manner and to the same extent as they would have been protected had the policy or
25 policies not contained retention or deductible provisions.

26 C. Each insurance policy shall be endorsed to state that
27 coverage shall not be except after thirty (30) days prior written notice to Long Beach,
28 shall be primary and not contributing to any other insurance or self-insurance

1 maintained by Long Beach, and shall be endorsed to state that coverage maintained by
2 Long Beach shall be excess to and shall not contribute to insurance or self-insurance
3 maintained by Corix. Corix shall notify Long Beach in writing within five (5) days after
4 any insurance has been voided by the insurer or cancelled by the insured.

5 D. Corix shall require that all subconsultants or contractors that
6 Corix uses in the performance of these services maintain insurance in compliance with
7 this Section unless otherwise agreed in writing by Long Beach's Risk Manager or
8 designee.

9 E. Prior to the start of performance, Corix shall deliver to Long
10 Beach certificates of insurance and the endorsements for approval as to sufficiency and
11 form. In addition, Corix shall, within thirty (30) days prior to expiration of the insurance,
12 furnish to Long Beach certificates of insurance and endorsements evidencing renewal
13 of the insurance. Corix shall make available to Long Beach's Risk Manager or designee
14 all books, records and other information relating to this insurance, during normal
15 business hours.

16 F. Any modification or waiver of these insurance requirements
17 shall only be made with the approval of Long Beach's Risk Manager or designee. Not
18 more frequently than once a year, Long Beach's Risk Manager or designee may require
19 that Corix, Corix's subconsultants and contractors change the amount, scope or types
20 of coverages required in this Section if, in his or her sole opinion, the amount, scope or
21 types of coverages are not adequate.

22 G. The procuring or existence of insurance shall not be
23 construed or deemed as a limitation on liability relating to Corix's performance or as full
24 performance of or compliance with the indemnification provisions of this Contract.

25 17. INDEMNITY. Corix shall, with respect to the Work performed
26 pursuant to this Contract, indemnify, defend and hold harmless Long Beach, its Boards,
27 Commissions, and their officials, employees and agents (collectively in this Section,"
28 "City") from and against any and all liability, damage, loss, penalties, costs and

1 expenses (including reasonable attorney's fees, court costs, and expert and witness
2 fees) incurred in connection with any third party claim, allegation or demand (collectively
3 "Claims" or individually "Claim") arising out of or resulting from any of the following: (A)
4 any negligent act or omission of Corix, its officers, employees, agents, sub-consultants
5 or anyone under Corix's control (collectively "Indemnitor") in connection with the
6 performance of this Contract, (B) breach of this Contract by Corix, (C) misrepresentation
7 or willful misconduct by Corix in connection with the performance of this Contract, and
8 (D) Claims by any employee of Corix relating in any way to workers' compensation.
9 Independent of the duty to indemnify and as a free-standing duty on the part of Corix,
10 Corix shall defend Long Beach and shall continue this defense until the Claim is
11 resolved, whether by settlement, judgment or otherwise. No finding or judgment of
12 negligence, fault, breach or the like on the part of Indemnitor shall be required for the
13 duty to defend to arise. Long Beach shall notify Corix of any Claim within ten (10) days
14 after it becomes aware of the Claim, shall tender the defense of the Claim to Corix, and
15 shall assist Corix at Corix's sole expense, as may be reasonably requested, in the
16 defense. The indemnification obligations of Corix described in this Section shall not
17 apply to a particular third party claim to the extent the Claim arises out of or results from
18 the negligence or willful misconduct of Long Beach, its Boards, Commissions, and/or
19 their officials, employees and/or agents.

20 18. ACCEPTANCE OF WORK NOT TO CONSTITUTE A WAIVER.
21 The acceptance of any Work or the payment of any money by Long Beach shall not
22 operate as a waiver of any provision of any Contract document, of any power reserved
23 to Long Beach, or of any right to damages or indemnity hereunder. The waiver of any
24 breach or any default hereunder shall not be deemed a waiver of any other or
25 subsequent breach or default.

26 19. CLAIMS FOR EXTRA WORK. No claim shall be made at any time
27 upon Long Beach by Corix for and on account of any extra or additional work performed
28 or materials furnished, unless such extra or additional work or materials shall have been

1 expressly required by Long Beach Manager and the quantities and price thereof shall
2 have been first agreed upon, in writing, by the Parties hereto.

3 20. WORK DAY. Corix shall comply with Sections 1810 through 1815
4 of the California Labor Code regarding hours of work. Corix shall forfeit a penalty to
5 Long Beach for each worker employed by Corix or any subcontractor for each calendar
6 day such worker is required or permitted to work more than eight (8) hours unless that
7 worker receives compensation in accordance with Section 1815.

8 21. PREVAILING WAGE RATES. If Corix agrees to perform the
9 optional Work of AMR installation, Corix shall, with respect to such Work, comply with
10 the State of California prevailing wage rate requirements. Corix shall forfeit, as a
11 penalty to Long Beach, Fifty Dollars (\$50) for each laborer, worker or mechanic
12 employed for each calendar day, or portion thereof, that such laborer, worker or
13 mechanic is paid less than the prevailing wage rates for any such work done by
14 Contractor, or any subcontractor, under this Contract.

15 22. EMPLOYMENT OPPORTUNITIES AND OUTREACH. Corix and
16 Long Beach acknowledge that this Contract will create job opportunities in the City of
17 Long Beach. Corix and Long Beach agree to cooperate in increasing the access of the
18 community to these job opportunities. In conjunction with Long Beach's Community
19 Development Department, Corix agrees to use its best efforts (subject to the
20 requirements of applicable law) during the term of this Contract to coordinate with Long
21 Beach's existing job outreach and training delivery system to provide appropriate job
22 opportunities created by this Contract to qualified residents of the City of Long Beach.
23 Corix will provide a report to Long Beach annually on the progress of this effort.

24 23. NOTICES. Any notice required hereunder shall be in writing and
25 personally delivered or deposited in the U.S. Postal Service, first class, postage
26 prepaid, to Corix at the address first stated herein, and to Long Beach at 333 West
27 Ocean Boulevard, Long Beach, California 90802, Attn: City Manager. Notice of change
28 of address shall be given in the same manner as stated herein for other notices. Notice

1 shall be deemed given on the date deposited in the mail or on the date personal
2 delivery is made, whichever first occurs.

3 24. CONTINUATION. Termination or expiration of this Contract shall
4 not terminate the rights or liabilities of either party which rights or liabilities accrued or
5 existed prior to termination or expiration of this Contract.

6 25. TAXES AND TAX REPORTING. As required by federal and state
7 law, Long Beach is obligated to report the payment of compensation to Corix on Form
8 1099-Misc. Corix acknowledges that as a condition to receiving payment under this
9 Contract, Corix must furnish its Employer Identification Number to Long Beach. Corix
10 shall be solely responsible for payment of all federal and state taxes owed by it in
11 connection with its performance of this Contract.

12 A. Corix shall comply with the following provisions, to the extent
13 applicable: (i) for all leases and purchases of materials, equipment, supplies, or other
14 tangible personal property totaling over \$100,000 shipped from outside California, a
15 qualified contractor shall complete and submit to the appropriate governmental entity
16 the form in Exhibit "D" attached hereto; and (ii) for construction contracts and
17 subcontracts totaling \$5,000,000 or more, the contractor shall obtain a sub-permit from
18 the California Board of Equalization for the Work site. "Qualified" means that the
19 contractor purchased at least \$500,000 in tangible personal property that was subject
20 to sales or use tax in the previous calendar year.

21 B. Corix shall create and operate a buying company, as defined in
22 California Revenue and Taxation Code section 1699, subpart (h), in Long Beach if
23 required by applicable law.

24 C. If Corix is required to complete the form described in section E.B,
25 above and obtain the permit(s) described in such section, Corix shall use the address
26 of its Long Beach offices as its business address and may use any address for its
27 mailing address. Corix shall not order any materials or equipment over \$100,000 from
28 vendors outside California in connection with its performance of this Contract until the

1 form is submitted and the permit(s) obtained and, if Corix does so, it shall be a material
2 breach of this Contract. In addition, Corix shall make all purchases from the Long
3 Beach sales office of its vendors if those vendors have a Long Beach office and all
4 purchases made by Corix under this Contract which are subject to use tax of \$500,000
5 or more shall be allocated for sales and use tax reporting purposes as required by law.
6 Corix shall require the same cooperation with the Long Beach, with regards to
7 subsections B, C and D under this section (including forms and permits), from its
8 subcontractors and any other subcontractors who work directly or indirectly under the
9 overall authority of this Contract.

10 26. ADVERTISING. Corix shall not use the name of Long Beach, its
11 officials or employees in any advertising or solicitation for business, nor as a reference,
12 without the prior approval of City Manager or designee.

13 27. AUDIT. If payment of any part of the consideration for this
14 Contract is made with federal, state or county funds and a condition to the use of those
15 funds by Long Beach is a requirement that Long Beach render an accounting or
16 otherwise account for said funds, then Long Beach shall have the right at all
17 reasonable times to examine, audit, inspect, review, extract information from, and copy
18 all books, records, accounts and other information relating to services delivered under
19 this Contract. Notwithstanding the preceding sentence, Corix shall not be required to
20 disclose in connection with an audit any information with respect to which disclosure is
21 prohibited by law.

22 28. THIRD PARTY BENEFICIARY. This Contract is intended by the
23 Parties to benefit themselves only and is not in any way intended or designed to or
24 entered for the purpose of creating any benefit or right of any kind for any person or
25 entity that is not a party to this Contract.

26 29. GOVERNING LAW. This Contract shall be governed by and
27 construed pursuant to the laws of the State of California (except those provisions of
28 California law pertaining to conflicts of laws).

1 30. NONDISCRIMINATION. In connection with performance of this
2 Contract and subject to applicable rules and regulations, Corix shall not discriminate
3 against any employee or applicant for employment because of race, religion, national
4 origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap
5 or disability.

6 31. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
7 accordance with the provisions of the Ordinance, this Contract is subject to the
8 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of
9 the Long Beach Municipal Code, as amended from time to time.

10 A. During the performance of this Contract, Corix certifies and
11 represents that it will comply with the EBO. Corix agrees to post the following
12 statement in conspicuous places at its place of business available to employees and
13 applicants for employment:

14 “During the performance of a Contract with the City of Long
15 Beach, the Contractor/Consultant will provide equal benefits to employees
16 with spouses and its employees with domestic partners. Additional
17 information about the City of Long Beach’s Equal Benefits Ordinance may
18 be obtained from the City of Long Beach Business Services Division at
19 562-570-6200.”

20 B. The failure of the Corix to comply with the EBO will be
21 deemed to be a material breach of the Contract by Long Beach.

22 If the Corix fails to comply with the EBO Long Beach may cancel,
23 terminate or suspend the Contract, in whole or in part, and monies due or to become
24 due under the Contract may be retained by Long Beach. Long Beach may also pursue
25 any and all other remedies at law or in equity for any breach.

26 C. Failure to comply with the EBO may be used as evidence
27 against Corix in actions taken pursuant to the provisions of Long Beach Municipal Code
28 2.93 et seq., Contractor Responsibility.

1 D. If the City determines that the Corix has set up or used its
2 Contracting entity for the purpose of evading the intent of the EBO, Long Beach may
3 terminate the Contract on behalf of the City. Violation of this provision may be used as
4 evidence against the Corix in actions taken pursuant to the provisions of Long Beach
5 Municipal Code section 2.93 et seq., Contractor Responsibility.

6 32. ENTIRE CONTRACT. This Contract, including the preamble and
7 recitals above, all of the Exhibits, and Schedule 1, constitutes the entire understanding
8 between the Parties regarding the subject matter hereof and supersedes all other
9 contracts, oral or written, with respect to the subject matter in this Contract.

10 33. FORCE MAJEURE. In the event either Party shall be prevented
11 by an Uncontrollable Force from performing any of its obligations under this Contract
12 other than its obligations to make payment of money due hereunder, such Party may
13 give notice in writing with full particulars of such force majeure to the other Party as
14 soon as possible after the occurrence of the cause relied on. The obligations of the
15 Party giving such notice as far as it is affected by such force majeure shall be
16 suspended during the disability so caused, and such disability shall be remedied as far
17 as possible with all reasonable dispatch by the Party giving such notice.

18 34. NO ASSIGNMENT. Neither Party shall assign or transfer its
19 interest or obligations under this Agreement without the prior written consent of the
20 other Party.

21 35. PRIORITY OF DOCUMENTS.

22 A. In the event of a conflict between the provisions of this
23 document and Exhibits "A", "B", "C", or "D" or Schedule 1, the provisions of this
24 document shall govern.

25 B. In the event of a conflict between the provisions of Exhibit
26 "C" and Exhibits "A", "B", or "D", the provisions of Exhibit "C" shall govern.

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IN WITNESS WHEREOF, the Parties have caused this document to be
duly executed with all formalities required by law as of the date first stated above.

CORIX UTILITIES (US) INC., a Delaware corporation

January 27th, 2010

By 
Vice President
KEVIN G. MEAGHER
Type or Print Name

_____, 2010

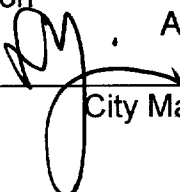
By _____
Secretary

Type or Print Name

"CORIX"

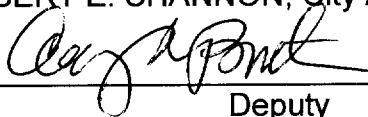
CITY OF LONG BEACH, a municipal corporation
Assistant City Manager

1.29, 2010

By 
City Manager
**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

"CITY"

This Contract is approved as to form on January 28,
2010.

ROBERT E. SHANNON, City Attorney
By 
Deputy

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Lona Beach, CA 90802-4664

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On 1/27/2010 before me, Nick Ratele
Date Here Insert Name and Title of the Officer

personally appeared Kevin G. Meagher
Name(s) of Signer(s)

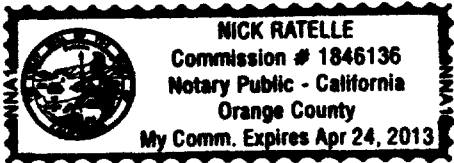
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Contract for Services

Document Date: 1/27/2010 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kevin G. Meagher

- Individual
- Corporate Officer — Title(s): Vice President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

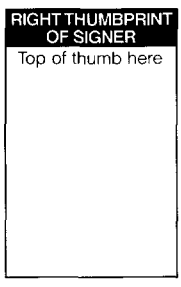
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



CORIX CONTRACT EXHIBIT LIST

<u>Exhibit</u>	<u>Description</u>
A	RFP
B	Corix Proposal
C	Statement of Work
D	Tax Reporting Form
Schedule 1	Recoverable Costs

EXHIBIT “A”

RFP

REQUEST FOR PROPOSAL

PROPOSAL NO: FM 09-016	ISSUE DATE: 2/26/2009	PROPOSAL TITLE: Provide Meter Reading Services and Optional AMR Installation
----------------------------------	---------------------------------	--

SUBMIT PROPOSAL TO:

City of Long Beach
Purchasing Department

CONTACT PERSON:	Tim Almond Langham Consulting Services Inc.
------------------------	--

EMAIL ADDRESS:	TAlmond@Langhamconsulting.net
-----------------------	-------------------------------

PHONE:	(702)278-4302
---------------	---------------

PRE-PROPOSAL CONFERENCE (MANDATORY):

3/23/2009, 10am, PST

Long Beach Water Department Assembly
Room, 1800 E. Wardlow, Long Beach. CA
90807

DEADLINE FOR WRITTEN QUESTIONS:

3/30/2009, 4:30pm, PST

PROPOSAL ISSUED:

2/26/2009

TECHNICAL PROPOSAL DUE:

4/13/2009, 4:30pm, PST

COST PROPOSAL DUE:

6/26/2009, 4:30pm, PST

VALUES STATEMENT :

The City's Business Is Service: We are committed to providing quality service to our diverse community in ways that are helpful, caring and responsive.

Working Together To Serve: We believe that the success of our organization depends on teamwork, mutual trust, and honesty achieved through commitment to the following values:

Participation by citizens and City team members in setting and attaining the City's goals.

Communication with one another and with citizens.

Courtesy in all personal relations.

Integrity in everything we do.

Loyalty to our community, to this organization and to each team member.

Innovation in meeting the present and future needs of the City.

Responsibility as a team for the efficient and effective delivery of services.

Pride in our work, in our dedication to public service, and in being the best we can be.



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SECTION A GENERAL AND SPECIFIC CONDITIONS

SECTION A1

GENERAL CONDITIONS FOR REQUEST FOR PROPOSAL

Proposal Title: Provide Meter Reading Services and Optional AMR Installation

Proposal Number: FM 09-016

A1.1 TERMS, CONDITIONS AND EXCEPTIONS

- (a) The City of Long Beach (CLB) reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of CLB to do so.
- (b) CLB reserves the right to waive informalities and minor irregularities in proposals received.
- (c) CLB reserves the right to reject any or all proposals received prior to contract award.
- (d) CLB shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of CLB after all factors have been evaluated.
- (e) Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- (f) Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the vendor's standard contract language. The omission of these documents may render a proposal non-responsive.
- (g) Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- (h) Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- (i) Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.
- (j) The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or prospective vendor.
- (k) No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- (l) Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- (m) CLB is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by CLB.



- (n) Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each vendor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the vendor thereby agrees to indemnify and defend CLB for honoring such a designation. The failure to so label any information that is released by CLB shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- (o) A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded vendor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded vendor's obligations.
- (p) The awarded vendor will be the sole point of contract responsibility. CLB will look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.
- (q) The awarded vendor must maintain, for the duration of its contract, insurance coverages as required by CLB. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages.
- (r) Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. CLB reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- (s) Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. CLB reserves the right to reject any proposal based upon the vendor's prior history with CLB or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- (t) CLB will not be liable for Federal, State, or Local excise taxes.
- (u) Execution of SECTION F1 of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the SECTION F3 contract form and all terms and conditions therein, except such terms and conditions that the vendor expressly excludes.
- (v) CLB reserves the right to negotiate final contract terms with any vendor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of CLB during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded vendor's proposal, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- (w) Vendor understands and acknowledges that the representations above are material and important, and will be relied on by CLB in evaluation of the proposal. Any vendor misrepresentation shall be treated as fraudulent concealment from CLB of the true facts relating to the proposal.
- (x) No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of CLB.

SECTION A2

SPECIFIC CONDITIONS FOR REQUEST FOR PROPOSAL

Proposal Title: Provide Meter Reading Services and Optional AMR Installation

Proposal Number: FM 09-016

IMPORTANT: FAILURE TO ADHERE TO THESE RULES MAY RESULT IN THE PROPOSER BEING DEEMED NON-RESPONSIVE.

A2.1 PROPOSAL REQUIREMENTS

IMPORTANT: THIS RFP REQUIRES RESPONDENTS TO SUBMIT A TECHNICAL PROPOSAL FIRST, THEN A COST PROPOSAL, LATER IN THE ACQUISITION PROCESS.

The Technical Proposal shall be submitted by the proposal due date in order to be considered. The Cost Proposal will be submitted only by selected finalists and will be due 14 Calendar Days after the last day of your specific Fact Finding Visit (refer to D1.5).

A2.1.1 Technical Proposal

This RFP is constructed in such a way to allow Contractors to propose either:

- (a) Manual meter reading services; OR
- (b) Manual meter reading services with AMR installation services (to be exercised as an optional contracted service).

Respondents who wish to respond with services relating to a) above will complete SECTION C2, SECTION C3 and SECTION C4.

Respondents who wish to respond with services relating to b) above will complete SECTION C2, SECTION C3, SECTION C4 and SECTION C5.

The Technical Proposal should contain the following at a minimum:

- (a) A written narrative describing the method or manner in which the proposer proposes to satisfy requirements of SECTION C.
- (b) A description of the proposer's experience in providing the same or similar services as outlined in SECTION C with a minimum of four (4) references according to A2.11.
- (c) Detailed and thorough answers to each question in the sections you are responding to.

A2.1.2 Cost Proposal

Contractors that are shortlisted following evaluation of the Technical Proposal shall submit a Cost Proposal consisting of a response to SECTION C6.

A2.1.3 Technical & Cost Proposal Format

Both the Technical and Cost Proposals should be constructed in the following way:

Title Page

PLEASE STATE CLEARLY, THE SECTIONS OF THIS RFP BY NAME AND NUMBER, YOU ARE RESPONDING TO.

PLEASE STATE CLEARLY, "TECHNICAL PROPOSAL" OR "COST PROPOSAL".



Construct your Title Page according to the following format:

Technical Proposal / Cost Proposal (delete as appropriate)

Proposal Title: Provide Meter Reading Services and Optional AMR Installation

Proposal Number: FM 09-016

Services Proposed: Manual Meter Reading (Mandatory)

AMR Installation (Optional: Delete if NOT Proposed)

Proposer's Company Name _____

Address _____

Contact Person _____

Telephone (____) _____

Fax (____) _____

Federal Tax ID No. _____

Prices contained in this proposal are subject to acceptance within _____ calendar days.

I have read, understand, and agree to all terms and conditions herein.

Signed _____

Print Name & Title _____

Date _____

Table of Contents

Clearly identify the materials by section and page number.

Letter of Transmittal (limited to one (1) page)

Briefly state your firm's understanding of the products to be provided and the services to be performed. Include a statement regarding your firm's commitment to provide services as specified. Give the name(s) of the person(s) who is/are authorized to make representations for your firm, their title, address, email address, telephone number(s) and facsimile number(s).

This letter must be signed by a corporate officer or other individual who is authorized to bind the firm. (See SECTION F1).

Technical Proposal

Please address each section and question in the order it appears in this RFP. Clearly reference the RFP question number you are answering.

Cost Proposal

Please adhere to the tabular format as it appears in SECTION C6.

A2.2 PROPOSAL SUBMITTAL COPIES

Proposals shall be submitted with one (1) original and 10 copies with the 'Original' clearly marked, plus one (1) electronic copy (CD or DVD formats only) to:

City of Long Beach
Purchasing Division
Attn: Eric Sund
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

Proposals shall be clearly labeled in a sealed envelope or box as follows:

Proposal Title: Provide Meter Reading Services and Optional AMR Installation
Proposal Number: FM 09-016

A2.3 ITEMS TO BE RETURNED WITH TECHNICAL AND COST PROPOSAL

The following items shall be returned to CLB for Contractors submitting a proposal:

- (a) Proposal Deposit (Technical Proposal only)
- (b) Contractor References (Technical Proposal only)
- (c) Proposal Submittal
- (d) Proposal Signature Page
- (e) Addendum Acknowledgement Form (If Applicable)

A2.4 MANDATORY PRE-PROPOSAL CONFERENCE

All questions pertaining to the proposal will be reviewed at a pre-proposal conference. Proposal suggestions or modifications may be discussed with CLB representatives at this meeting and may be considered by representatives as possible addenda to the RFP.



Attendance of this conference is mandatory. Proposals received from a proposer who did not attend this conference will be judged non-responsive and will not be considered for award.

The conference will be held on 3/23/2009 at 10 am, at Long Beach Water Department Assembly Room, 1800 E. Wardlow, Long Beach. CA 90807.

A2.5 EVALUATION CRITERIA

Proposers shall include sufficient information to allow CLB to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by a Selection Committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed in SECTION D.

A2.6 PRICING/PERIOD OF CONTRACT

The contract shall be for a period of **not less than 60** months from the date of execution of the agreement.

Prices shall be held firm for the duration of the contract. Services performed pursuant to this contract shall commence upon execution of the agreement and continue as necessary to perform and complete all the work required.

A2.7 OPTION OF RENEWAL

The contract may be renewed subject to written notice of agreement from CLB and successful proposer, for additional 12-month periods beyond the primary contract period. This option shall be exercised only if all prices, terms and conditions remain the same and approval is granted by CLB's City Council and City Manager.

A2.8 PROPOSAL DEPOSIT WITH PERFORMANCE BOND

A proposal deposit in the amount of \$100,000.00 shall accompany each Technical Proposal. The proposal deposit must be in the form of a bid bond, cashier's check, certified check, bank draft, trust company treasurer's check or irrevocable letter of credit. Checks shall be payable to City of Long Beach. Personal, company checks or cash will not be accepted. Negotiable instruments (as listed above) of the unsuccessful proposers shall be returned upon award of proposal by CLB.

The successful proposer must supply a Performance Bond in the amount of 20% percent prior to execution of the contract or issuance of a Purchase Order. Upon receipt of the Performance Bond, the proposal deposit will be returned. The deposit is subject to be forfeited if the successful proposer fails to execute the written contract and furnish the required performance bond or to satisfy any other conditions precedent, within a reasonable time as determined by CLB.

A2.9 SUBCONTRACTOR INFORMATION

Does this proposal include the use of subcontractors?

Yes _____ No _____

Initials _____

If "Yes", proposer must:

- (a) Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- (b) Provide the same information for any subcontractors as is indicated in SECTION C3 for the primary contractor.

References as specified in A2.11 below must also be provided for any proposed subcontractors.

CLB requires that the awarded contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.

Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

A2.10 TIMELINE

Following is a listing of actions and anticipated dates; CLB reserves the right to change the dates, if necessary.

Date	Activity
2/26/2009	RFP Published
3/23/2009, 10am, PST	Mandatory Bidders Conference
4/13/2009, 4:30pm PST	Contractor's RFP Responses with CLB
4/22/2009	Contractor Finalists notified
5/11/2009	Week of Oral Presentations
6/8/2009	Fact Finding Visit week
6/26/2009	CLB Receive final Cost Proposal
7/27/2009	Week of Site Visits
9/29/2009	Recommend Council Approve Selection

Please see SECTION E4 for Tentative Project Schedule.

A2.11 CONTRACTOR REFERENCES

The following information is required in order that your Technical Proposal may be reviewed and properly evaluated.

Company name				
Business address			Telephone number	
			Fax number	
Length of time company has been in business				
How long in present location				
Total number of employees (current)			Full Time	Part Time
Number of employees you plan to use to service this contract			Full Time	Part Time
Four (4) local commercial and/or governmental references that you have previously performed similar contract services for:				
1	Company Name		2	Company Name
	Contact Name		Contact Name	
	Business Address		Business Address	
	Telephone	Fax	Telephone	Fax
3	Company Name		4	Company Name
	Contact Name		Contact Name	
	Business Address		Business Address	
	Telephone	Fax	Telephone	Fax



SECTION B

INDEMNIFICATION & INSURANCE

SECTION B1

INDEMNIFICATION AND INSURANCE REQUIREMENTS

Proposal Title: Provide Meter Reading Services and Optional AMR Installation

Proposal Number: FM 09-016

Indemnification

To the greatest extent allowed by law, CONTRACTOR shall defend, indemnify, and hold harmless the City of Long Beach, its boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with CONTRACTOR'S performance of the Work, and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by CONTRACTOR, its employees, agents, or subcontractors, either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of CITY or CONTRACTOR). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City of Long Beach, its boards, or their officials, employees, or agents.

Insurance

A certificate of insurance, showing the City of Long as the certificate holder, must be filed with the City before the contract commences. The certificate must evidence the following insurance placed with an insurer admitted to write insurance in California or an authorized non-admitted insurer having a rating of or equivalent to A:VIII by A.M. Best Company as follows:

- (a) Commercial general liability equivalent in coverage to ISO form CG 00 01 11 85 or 10 93 in an amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. The "City of Long Beach and its boards, commissions, officials, employees, and agents" must be named as additional insureds.
- (b) Automobile liability equivalent in coverage to ISO form CA 00 01 06 92 in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage covering Auto Symbol 1 (Any Auto).
- (c) Workers' compensation and employer's liability in an amount not less than \$1,000,000 per accident or occupational illness if workers' compensation coverage is required by the California Labor Code.
- (d) Installation floater at replacement cost on a special perils basis, including, but not limited to, the perils of theft, vandalism and malicious mischief for that portion of the Contract that is insurable under an installation floater if the AMR installation option is executed under this Contract. Installation floater shall name the City of Long Beach a loss payee as its interests may appear. The City and Contractor shall waive all rights of subrogation against each other for covered perils pursuant to this subsection (d).

Additional Insured Endorsement.

Applicable original endorsements must also be filed with the City before the contract commences, including:

- 1) An additional insured endorsement to the general liability insurance equivalent in coverage scope to the attached endorsement for Purchase Orders, ISO form CG 20 10 11 85, or ISO form CG 20 26 11 85 naming "The City of Long Beach and its boards, commissions, officials, employees and agents" as additional insureds under the general liability policy.
- 2) Wording in each policy stating that such policy shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City and that the policy shall apply on a primary non-contributing basis in relation to any insurance or self-insurance, primary or excess, maintained by or available to the City or any employee or agent of the City.



SECTION C

SCOPE OF WORK



SECTION C1

BACKGROUND

Proposal Title: Provide Meter Reading Services and Optional AMR Installation

Proposal Number: FM 09-016

The City of Long Beach serves a population of almost half a million citizens in a 50 square-mile area in southwest Los Angeles County. It is an established, built-out environment with a wide variety of residential, commercial and industrial properties ranging from single-family dwellings to the second largest port in the United States.

CLB's Commercial Services Bureau (supported by CLB's IT department) provides meter reading, billing, collections, customer service and payment functions on behalf of Long Beach Gas and Oil (LBGO) and Long Beach Water Department (LBWD).

LBWD serves the City of Long Beach (for water, wastewater and reclaimed water services) and has approximately 81,000 residential and 10,000 commercial water meters. LBGO serves the City of Long Beach and the contiguous City of Signal Hill (for gas service) and has approximately 148,500 residential and 5,800 commercial gas meters.

Since 1988, CLB's Commercial Services Bureau has contracted with Southern California Edison (SCE) to provide meter reading services. The contract between SCE and CLB will conclude in 2010 at which point an alternative Contractor must be under contract and fully operational.

C1.1 PURPOSE

To acquire turnkey services (including management, personnel, equipment and technology) for the manual reading of water and gas meters on behalf of CLB's Commercial Services Bureau, Long Beach Gas and Oil (LBGO) and Long Beach Water Department (LBWD).

Additionally, CLB is interested in Contractors that also provide Automated Meter Reading (AMR) installation services. CLB recognizes that some meter reading Contractors may not provide or may not wish to propose this service and have therefore structured this RFP in order that the proposal of AMR installation services is optional. SECTION A2 describes how you should structure your response depending on the services you are proposing.

C1.2 PROJECT DRIVERS & OBJECTIVES

The drivers and objectives for this project are:

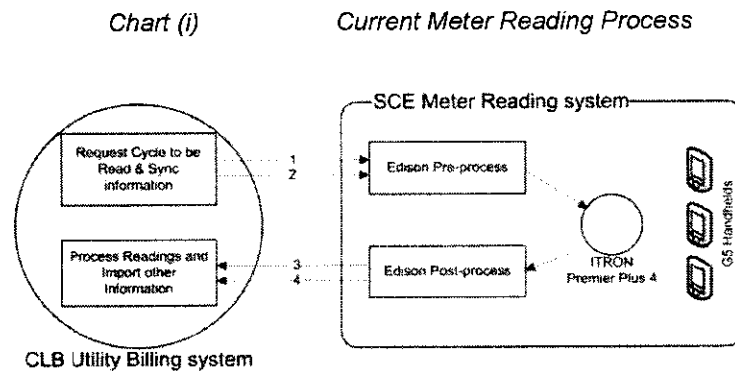
- (a) The acquisition of turnkey manual meter reading services to replace those services currently provided by SCE;
- (b) The possible implementation of monthly meter reading;
- (c) To leverage the acquisition of a meter reading Contractor as an opportunity to also acquire a Contractor capable of installing AMR equipment, should CLB choose to acquire AMI in the future;
- (d) Avoid programmatic changes to the current Utility Billing system or it's existing interfaces;
- (e) Improve upon current delivered levels of service;
- (f) Share data and information between meter reading staff, field service crews and customer service staff;
- (g) Have a smooth transition between SCE and the new meter reading Contractor;

- (h) Resolve property access issues by sharing access methods (keys, combinations, codes, etc.) between meter readers and field service personnel;
- (i) Streamline the way in which re-reads are managed;
- (j) Streamline the reading to cash window to increase cash flow and reduce the errors that occur due to the currency of data.

C1.3 CURRENT OPERATION BY EXISTING CONTRACTOR

This section describes at a high level the current operation under CLB's existing meter reading Contractor, in order that a new Contractor can consider what provisions must be taken to effect a seamless transition.

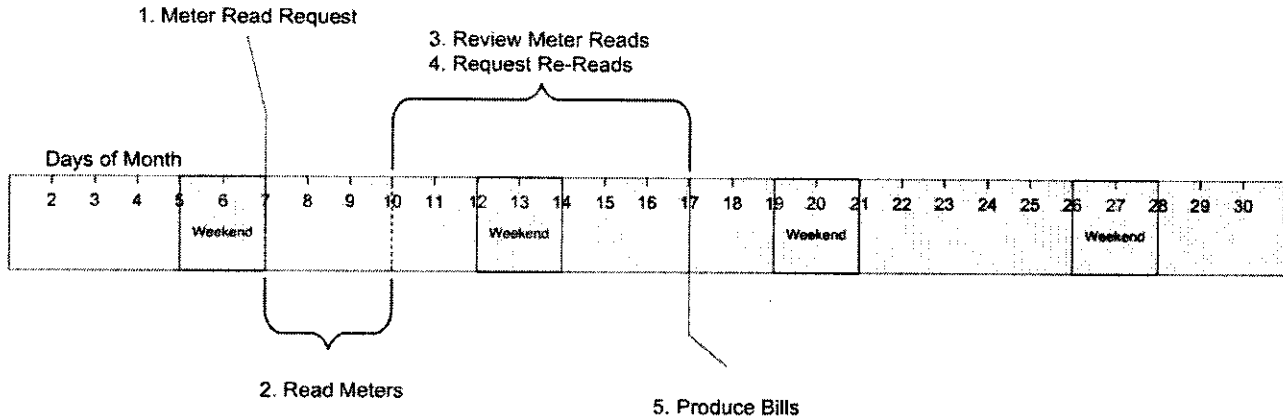
Currently, all customer accounts are billed monthly; all meters are read bimonthly with the exception of but 1,600 meters that are read monthly. All meters are visually read with the exception of approximately 7,000 gas meters that are read using mobile AMR (ITRON) technology. The following schematic represents CLB's current meter reading solution:



Current Process

- (a) CLB's Utility Billing (UB) system produces two files (files 1 and 2) on a daily basis, one contains the list of meters to be read (including high-low thresholds) for all routes in an entire billing cycle, the other contains changes to current customer and premises information.
- (b) SCE utilizes ITRON Premier Plus 4 (PP4) to drive their meter reading operation. These files are not in a format that ITRON PP4 can use directly. SCE therefore processes the information in files 1 & 2, translating the UB interface into a PP4 format (Edison Pre-process in the above diagram).
- (c) SCE returns meter readings and information updates (such as trouble codes and route re-sequencing information) within a three day window via files 3 and 4. Because UB does not recognize a PP4 format, SCE translates the PP4 files into a format UB can process (Edison Post-process).
- (d) CLB and SCE take seven days to identify any missing or problem meter reads prior to billing the entire cycle.
- (e) The entire process is driven by a meter reading and billing calendar, maintained in UB. Example timeline:

Chart (ii) Example Meter Reading Timeline (Current Process)

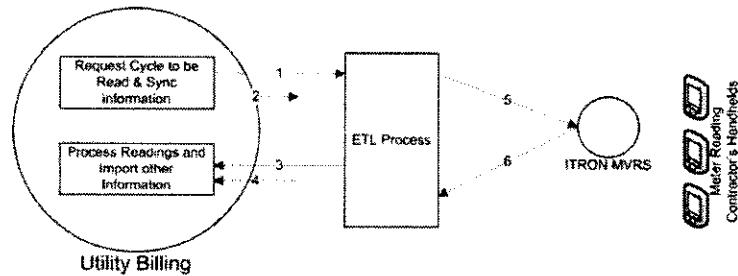


C1.4 REQUIRED OPERATION BY NEW CONTRACTOR

This section describes CLB's requirements for the operation under a new meter reading Contractor.

The following schematic represents CLB's required meter reading solution:

Chart (iii) Meter Reading Process with New Contractor

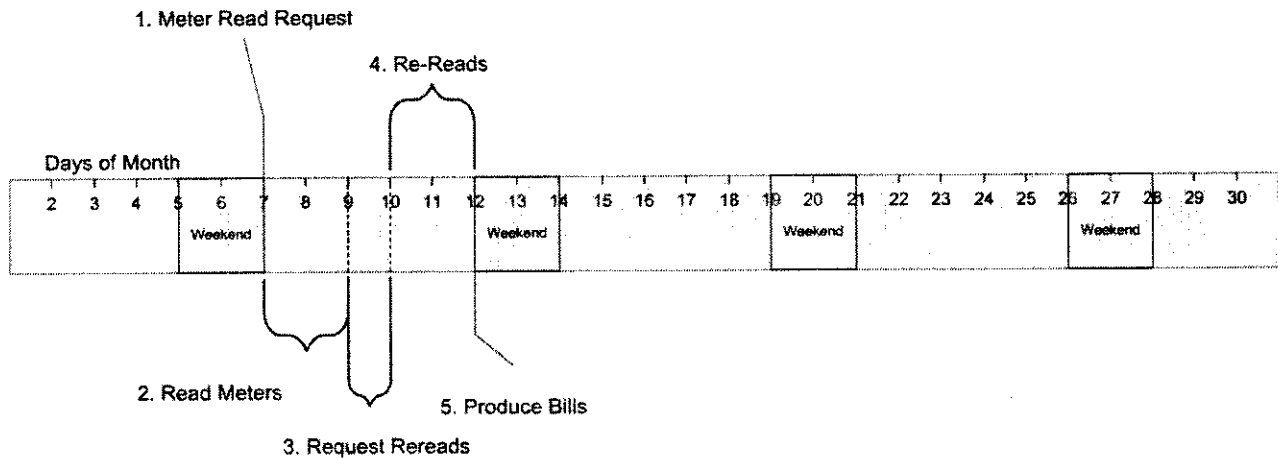


Process with New Contractor

- (a) CLB's Utility Billing (UB) system produces two files (1 and 2 in the above diagram) on a daily basis, one contains the list of meters to be read (including high-low thresholds) for all routes in an entire billing cycle, the other contains changes to current customer and premises information.
- (b) Contractor shall utilize ITRON MV-RS to drive their meter reading operation. The files referred to in (a) are not in a format that ITRON MV-RS can use directly. CLB will therefore process the information in files 1 & 2, in an ETL Process, translating the UB interface into a file (file 5 in the above diagram) of MV-RS download format.
- (c) Contractor returns meter readings and information updates (such as Estimation and Comment Codes and route re-sequencing information) within a two day window via an MV-RS upload file (file 6). Because UB does not recognize an MV-RS format, CLB's ETL Process will translate the MV-RS upload into a format UB can process (files 3 & 4).

- (d) CLB identifies any missing or problem meter reads. Any rereads required are requested manually within one business day of processing the MV-RS upload.
- (e) Contractor provides rereads, based on those requested in (d) within two business days, prior to CLB billing the entire cycle.
- (f) The entire process is driven by a meter reading and billing calendar, maintained in UB. Example timeline:

Chart (iv) Example Meter Reading Timeline (Current Process)



C1.5 FUTURE PLANS

C1.5.1 Monthly Meter Reading

For monthly billing purposes, CLB currently estimates consumption every other month, and is keen to explore the option of reading monthly.

This RFP invites respondents to provide pricing for both monthly and bimonthly meter reading services. CLB reserves the right to contract for monthly reading, bimonthly reading or an option to migrate from one method to the other, given terms to be negotiated in the awarded contract.

C1.5.2 Automated Meter Reading

At some juncture within the term of the contract, either LBGO or LBWD, or both may select an AMR technology that requires installation. This RFP allows Contractors to propose installation services that may be used by CLB to install and configure AMR ERT devices, replace meters or upgrade registers at the meter point. These installation services do not include the installation or configuration of AMR collectors, repeaters, towers, computer hardware, or software.

Contractor will be responsible for:

- The provision of materials, tools, machinery and fleet in order to perform the installation task;
- The provision of warehousing (for the storage of materials and equipment including meters, registers and ERTs that are scheduled for installation) and office space;
- The scheduling of appointments with customers, taking calls from customers and resolving issues relating to the installation of ERT devices at customer's property;



- The relighting of gas pilot lights (including the scheduling of appointments with the customer) in cases where gas service must be turned off as part of the installation process.

CLB will be responsible for:

- The overall management of the AMR project including the management of subcontracts with the AMR and meter equipment suppliers and provision of equipment;
- Establishing the installation schedule and deployment strategy in conjunction with the Contractor.



SECTION C2

PRELIMINARY QUESTIONS

Proposal Title: Provide Meter Reading Services and Optional AMR Installation

Proposal Number: FM 09-016

MANDATORY: All Respondents must complete this Section. The Proposer must provide a response to every numbered line item in this Section unless otherwise instructed. Please provide comparable information for all subcontractors and application software providers utilized in your proposal. If an item does not apply, please indicate so with an "N/A" (not applicable).

Place an "X" in the most appropriate column, there can be only one answer per question. Any unanswered questions will be considered a "C" for evaluation purposes. All answers must be made with respect to your operations in North America.

The columns for your response represent the possible responses that the proposer can make for each requirement. Proposers are to indicate the proper response code in the space provided to the right of the priority code. Definitions are listed below:

Column	Definition
A	This requirement is met by the proposer as described in the question. The proposer <u>must</u> offer additional narrative to further qualify their response.
B	This requirement is only partially met by the proposer as described in the question. The proposer <u>must</u> offer additional narrative to further qualify their response.
C	This requirement is <u>not</u> met by the proposer.
REF	The proposer may provide additional clarification / qualification to their response. Please use separate sheets for clarifications and simply indicate on the "REF" line a Reference Item Number corresponding to the item on your additional sheets so that it can be easily found during scoring.

Ref #	Requirement Description	A	B	C	REF
	1. Meter Reading Services (all respondents must answer questions 1.1 through 1.5)				
1.1	Has your organization (corporation, division or business unit within your corporation) that provides Manual Meter Reading services been in existence and servicing active contracts for five (5) years or longer?				
1.2	Do you have active contracts that require you to perform to agreed Service Levels that have associated financial penalties for underperformance?				
1.3	Have you provided Meter Reading services to a client with multiple utility services (that is, have you been contracted to read both gas and water meters in a single contract)?				
1.4	Do you have experience of reading Gas and Water meters for three (3) years or longer?				
1.5	Do you have experience in providing contracted Meter Reading services to at least three (3) clients that are comparable in size to CLB (more than 200,000 meters)?				
	2. AMR Installation (respondents that are proposing AMR installation services must answer questions 2.1 and 2.2)				
2.1	Have you provided contracted Meter Reading services with a client that had also contracted you to perform AMR installation services?				
2.2	Has your organization (corporation, division or business unit within your corporation) that provides AMR installation services been in existence and servicing active contracts for five (5) years or longer?				



SECTION C3

GENERAL QUESTIONS

Proposal Title: Provide Meter Reading Services and Optional AMR Installation

Proposal Number: FM 09-016

MANDATORY: All Respondents must complete this Section. The Proposer must provide a response to every numbered line item in this Section. Please provide comparable information for all subcontractors and application software providers utilized in your proposal. If an item does not apply, please indicate so with an "N/A" (not applicable).

C3.1 COMPANY PROFILE

Please provide:

- (a) A brief history of the company including a summary of all products and services offered (related to manual meter reading and AMR Installation services (if applicable)). Please Include:
 - (i) The number of years the company has been in business as a meter reader;
 - (ii) The number of years the company has been in business as an AMR installer;
 - (iii) The address and phone number of the U.S. based corporate office.
- (b) A full client list including name, address, contact and phone number, and an AMR project contact and phone number (if applicable). Please Include:
 - (i) A list of five potential site visit locations of comparable size to CLB including name, address, service type (gas/water/electric), AMR vendor (if applicable), point of contact, and phone number.

C3.2 STRATEGIC DIRECTION

Please provide:

- (a) A statement of your corporate strategy given the state of the manual meter reading market and your understanding of the future of automated meter reading and how that may affect your business model.

C3.3 DISPUTES

Please state whether there are pending or prior legal disputes with any of your Meter Reading or AMR Installation clients.

- (a) If so, please state all such disputes, including dates, as well as any facts and outcomes regarding these disputes.
- (b) Please state the standard method or methods of resolving disputes.

C3.4 ORGANIZATIONAL INFORMATION

Please provide:

- (a) An organizational chart for the division of the company(s) directly responsible for the product and / or services proposed in this RFP. Indicate the total number of employees and their distribution by function. Please indicate (by function) total employee head count by year for the last five years (identify, with an asterisk, those categories comprised of people serving multiple roles):
- (i) Total Employees;
 - (ii) Management;
 - (iii) Sales;
 - (iv) Customer Support;
 - (v) Meter Readers (including supervisors);
 - (vi) Installation technicians, where applicable (proposed permanent employees only).

C3.5 SUSTAINABLE BUSINESS PRACTICES

- (a) Please describe your current policy toward environmentally sustainable business practices including:
- (i) Use of alternative fuel vehicles;
 - (ii) Use of electronic or paperless record keeping systems;
 - (iii) Use of environmentally friendly / non-toxic products or materials;
 - (iv) Waste minimization and recycling practices.

C3.6 FINANCIAL CONDITION (FOR INFORMATION ONLY)

On request, CLB requires Contractors to provide annual reports and/or financial statements for the division of the company directly responsible for the product or services proposed in this RFP for each of the last three fiscal years. Please provide:

- (a) A statement indicating your agreement to provide the requested financial information.

SECTION C4 PROVIDE METER READING SERVICES

Proposal Title: Provide Meter Reading Services and Optional AMR Installation

Proposal Number: FM 09-016

MANDATORY: All Respondents must complete this Section. The Proposer must provide a response to every numbered line item in this Section. Please provide comparable information for all subcontractors utilized in your proposal. If an item does not apply please indicate so with an "N/A" (not applicable). All responses must be in the context of the North American Water and / or Gas Utility markets (unless otherwise stated).

C4.1 COMPARABLE CONTRACTS

Please provide information for similar services supplied at other utility customers.

- (a) For each contract, please provide the client name, number of meters read, the read frequency, the contract start date and term and unit price per meter read:

Client	# meters read	Multi-utility Client (list utility services read)	Read Frequency	Contract Start	Contract Term	Unit Price Per meter read ¹

¹ Where a contract permitted you to charge various rates based on the type of service, classification of the customer, etc, please provide a single rate that most closely reflects meter reading service of a single family residential meter for each utility service (Water, Gas, Electric). Where a contract was not based on unit price, please calculate a unit price and explain the basis of your calculation.

The Unit Price per Meter Read provided will not be used by CLB to compare past pricing with any Contractor's submitted Cost Proposal. CLB is aware that fuel expenses, inflation, market forces, location, demographics of the service area, contracted service levels and many other factors play a part in setting the price. Contractors may therefore qualify this price by explaining extenuating circumstances that influenced the price (either up or down) in an attachment to their RFP response.

C4.2 PHASES OF THE CONTRACT

CLB is seeking a five (5) year meter reading contract consisting of three (3) phases: Acceptance, Transition and Full Operation. Please describe in detail how you propose to support the following phases of the contract:

(a) Acceptance

After contract execution, Contractor will provide two (2) months service on a limited number of meters, not exceeding 5,000 in number. Meters will be chosen throughout the service area that will be representative of the service area as a whole and will consist of entire meter reading routes, to be read bimonthly. In choosing the meters, CLB will consider the meter type, ease of access to the meter, demographic of the customer and meter density.

Acceptance of this phase by CLB will be based on criterion agreed to in the contract. Acceptance of this phase will give notice to proceed with the transition phase to the Contractor.

(b) Transition

Contractor will work with CLB's current service provider, SCE, facilitated by CLB's Project Manager, to effect a smooth transition. Transition will occur over a two (2) to six (6) month period, at CLB's discretion.

Transition of meter reading from SCE to the selected Contractor will ramp up from the initial 5,000 meters to cover the entire service area (approximately 245,000 meters) during which the transition from bimonthly reading to monthly reading may occur (at CLB's option).

Support your description with a list of activities that you need to perform to effect a smooth transition, providing a Gantt chart (or equivalent) where applicable.

(c) Full Operation

Contractor will provide meter readings (either monthly or bimonthly) for all water and gas meters within the CLB service area.

If CLB are still operating based on bimonthly meter readings after the Transition, they may, at their option require the Contractor to move to monthly readings over a period to be agreed during contract negotiations.

Contractor may balance and optimize (or resequence) routes within a cycle at their discretion. Contractor may not move accounts from one cycle to another cycle without prior written agreement from CLB.

C4.3 TECHNICAL REQUIREMENTS

Please describe in detail how you propose to support each of the following Technical Requirements:

(a) Meter Reading System

CLB will be responsible for providing outbound meter reading interface files in standard MV-RS format and will be responsible for processing inbound meter reading interface files, in standard MV-RS format. It is CLB's requirement that the Contractor provide ITRON MV-RS software, hardware (servers, PCs, Handhelds) and services.

Describe how you propose to satisfy the following requirements:

- (i) Provide ITRON MV-RS software and server hardware;
- (ii) Provide services for the installation and configuration of ITRON MV-RS;

- (iii) Provide services to support the software integration of ITRON MV-RS with CLB's UB system interface;
- (iv) Provide a mechanism to connect ITRON MV-RS with CLB's UB Systems via Secure FTP;
- (v) Provide hardware (on which ITRON MV-RS runs) that has full redundancy (e.g. should a server fail, it shall automatically failover to an alternate server);
- (vi) Provide automated nightly backup procedures in order to secure MV-RS data for possible recovery in case of disaster;
- (vii) Provide training for your staff in the use of MV-RS software.

(b) Handheld devices

Describe how you propose to satisfy the following requirements:

- (i) Provide handheld devices to provide each meter reader with a facility for electronic input of all information (meter reads, codes, notes, etc) in the field;
- (ii) Provide services for the configuration of handhelds;
- (iii) Provide interfacing capability of the handheld devices with ITRON MV-RS;
- (iv) Provide training for your staff in the use of handhelds.

C4.4 LOGISTICS

Describe how you propose to satisfy the following requirements:

- (a) Contractor shall conduct business from its own facility. Please address where you propose the location of this site to be and what facilities this site will support (office space, parking, data and voice communications, etc.).
- (b) Contractor shall supply materials and equipment necessary to provide the services described herein. Please describe the materials and equipment that your proposal includes and any items that you expect CLB to provide to you in order to satisfy the requirements of this RFP.
- (c) CLB reserves the right to conduct periodic inspections of Contractor owned or rented premises that are directly utilized in the provision of meter reading services to CLB.

C4.5 STAFF

- (a) Describe in detail, or provide your standard recruitment policies for the recruitment of staff (meter readers, supervisors and management) that will be delivering service under a contract with CLB.

Please ensure that you address each of the following minimum requirements in your response:

- (i) Contractor shall conduct drug/alcohol screening for each employee and shall make records available to CLB upon request.
- (ii) All Contractor staff shall have a valid California Class "C" driver's license.
- (iii) Contractor shall conduct Criminal History Background Checks for each employee and shall make records available to CLB upon request.
- (iv) CLB reserves the right to review all background checks / screening.



- (v) All Contractor field employees shall have received classroom instruction on equipment usage, safety and customer service techniques. This training program will follow a training manual that will be available for CLB review during Acceptance.
- (vi) All Contractor field employees will receive 2-5 days of field training under the supervision of an experienced meter reader.

C4.6 SECURITY

Describe in detail, or provide your standard policies that address the following security requirements related to providing the services described in this RFP:

- (a) Staff
 - (i) Contractor will provide to CLB the names of field employees with appropriate identification information, including status, as trainees are certified.
 - (ii) All Contractor field employees will wear a Contractor issued uniform with company name and will display a company picture identification badge. Any employee who reports to work without proper uniform and identification will not be allowed to perform work. Employees who are no longer employed by Contractor shall be required to return their uniforms and badges immediately upon termination of employment.
 - (iii) All Contractor employees requiring entry to the Port of Long Beach shall obtain additional identification, in accordance with the Maritime Transportation Security Act of 2002 and the SAFE Port Act. The Transportation Workers Identification Credential (TWIC) serves as a common identification credential for all workers requiring unescorted access to secure facilities and can be obtained through the TWIC website.
 - (iv) The Contractor shall immediately notify CLB of any employee terminated.
- (b) Vehicles
 - (i) Contractor will supply vehicle identification information to CLB for all vehicles used by Contractor in the provision of services described in this RFP.
 - (ii) All vehicles used by Contractor in the provision of services described in this RFP shall have the Contractor's company name, contact number and "safe driving" contact number stenciled on the sides and rear of the vehicle.
- (c) Data
 - (i) Contractor shall protect both printed and electronic data that may be considered sensitive such as customer names, addresses, and access codes from potential theft or loss.

C4.7 SAFETY

- (a) Describe in detail, or provide your standard policies that address the following safety requirements related to providing the services described in this RFP:
 - (i) All Contractor staff that provide services in the field should have taken and passed a California state certified defensive driving course;
 - (ii) Contractor shall conduct drug/alcohol screening (according to DOT regulations) for each employee that operates a vehicle;
 - (iii) CLB reserves the right to review all certifications obtained.



C4.8 WORKING HOURS / DAYS

CLB Commercial Service Bureau's working hours are 7:30am through 4:30pm, Monday through Friday. CLB also observe the following annual Holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

- (a) Please indicate your willingness to comply with these working hours and Holidays in the performance of meter reading services.

C4.9 OPERATIONAL REQUIREMENTS

Describe how you propose to satisfy the following requirements:

- (a) Contractor shall supply all requested readings or appropriate estimation codes within the time periods specified in C4.10;
- (b) Contractor shall enter estimation codes (refer to E2.4) into the handheld if a read cannot be obtained;
- (c) Contractor shall enter meter reading comment codes if a specific condition is noted by the meter reader (refer to E2.5);
- (d) Contractor shall follow the reader instructions specified in E2.4 and E2.5 according to specific code they enter into the handheld. These instructions may require the meter reader to record notes in the handheld or in the case of some hazards, call CLB directly;
- (e) Contractor shall update meter information if information in the handheld does not accurately reflect the actual circumstance in the field. Specifically: meter location, meter number, meter type, meter size;
- (f) Contractor shall be responsible for obtaining all reads (check reads / re-reads) that are outside of the normal meter reading schedule. CLB will issue re-read requests as a result of either high-low failures (as a result of meter readings returned by the Contractor) or ad-hoc (as a result of other events such as customer high-bill complaints);

C4.10 MANAGEMENT

Either provide your published policies or describe at a high level, your general approach to the management of manual meter reading services. Please ensure the following topics are covered in your response:

- (a) Risk management and risk mitigation. Please describe your methods of identifying, assessing, and mitigating operational risks;
- (b) Problem resolution. Describe how problems are managed within your meter reading team and how (where it is appropriate to do so) these will be conveyed to CLB;

- (c) Communications and Reporting. Describe how your team will communicate with CLB on a formal and informal basis (meetings, reports, written and verbal communication).
- (d) Scope Change. Describe how changes in scope will be managed. Specifically consider the addition of new meters to a route and the change of meters from bimonthly to monthly reading.

C4.11 SERVICE LEVELS

For all phases of the project, the Contractor shall provide service according to the service levels described below.

Financial penalties shall be levied by CLB based on the underperformance of the Contractor according to the definitions of the service levels below. Measurement of service levels will be agreed at the time of contract negotiation.

CLB shall provide meter-reading requests (by cycle) according to the following volumes stated in Appendix E2.1.

The following example demonstrates CLB's expectations of the quantity, quality and timing of meter readings based on a request to read a route with 1,000 meters:

- Contractor receives a request from CLB to read a route of 1,000 meters at 6 am, Monday;
- Contractor must return at least 985 valid reads to CLB by close of business (COB) Tuesday;
- Contractor must return valid comment codes for the 15 meters not read by close of business (COB) Tuesday;
- CLB requests rereads by close of business Wednesday;
- 993 of the 995 reads must be accurate;
- All rereads are returned to CLB by close of business Friday.

Describe how you accomplish meeting the service levels described in (a), (b) and (c) below. Include in your description, any tools, reports, methods that you use to ensure service levels are maintained.

(a) Timeliness:

- (i) At least 98.5% of reads requested by CLB shall be returned to CLB within two (2) business days of the original request;
- (ii) CLB must be informed of meters not read (via the entry of no read codes) within the two (2) business days of the original request;
- (iii) All requested rereads (scheduled meter reading routes and non-scheduled reads) shall be returned to CLB within two (2) business days of the reread request;
- (iv) Contractor shall identify and work with CLB to design a solution for obtaining reads that are consistently skipped (more than two consecutive months) where this is agreed to be a customer compliance issue.

(b) Quality:

- (i) At least 99.8% of reads returned to CLB, must be accurate.

- (c) Conduct: The number of performance related customer complaints will be measured and mutually agreed by CLB and the Contractor (in weekly operational meetings) to determine the actual number of valid complaints made by customers. CLB reserves the right to perform periodic audits to ensure Contractor compliance with agreed to security procedures, dress code, badge wearing requirements and general Contractor conduct.



SECTION C5

AMR OPTION: INSTALL METERS, ENCODERS AND ERTS

Proposal Title: Provide Meter Reading Services and Optional AMR Installation

Proposal Number: FM 09-016

MANDATORY: This Section must be completed only if the Proposer is proposing AMR installation services in addition to Meter Reading Services. In this case, the Proposer must provide:

- A response to every numbered line item in this Section;
- Comparable information for all subcontractors utilized in your proposal.

C5.1 AMR SYSTEMS INSTALLED

Please provide (in which your company was the installation Contractor):

- (a) The five (5) largest AMR deployments. For each contract, provide the client name, the AMR product installed, the number of ERTs installed, the number of meter installations, the number of meter retrofits (register upgrades), the contract start and end dates and indicate whether manual meter reading services were also provided to this client.

Client Name	AMR Product	# ERTs Installed	# Meters Installed	# Meter Retrofits	Contract Start	Contract End	Manual Meter Reading?

C5.2 DEPLOYMENT SUPPORT

The proposed solution shall give CLB the option of fully or partially installing or choosing not to install AMR ERTs under the contract terms agreed with the selected Contractor.



The proposed solution must include a sample turnkey installation plan complete with all activities, resources and dependencies required for successful deployment. CLB will provide management, technical, and user resources to support the installation in accordance with the Contractor's deployment methodology.

Please provide:

- (a) The typical delivery lead-time from contract execution to the start of product installation in the field.
- (b) An example deployment schedule (e.g., a time-phased Gantt chart). Include training, installation, planning, testing, and interfacing to the utility billing system and the development of transitional business processes to support meter reading.
- (c) The type of support you provide as part of your proposed implementation services. Include site preparation, testing, user training, parallel running, and any other implementation items.
- (d) The typical commitment required from the Client including roles, responsibilities and estimated FTEs.

C5.3 LOGISTICS

Please describe how logistics will be managed during the AMR installation and how this should be coordinated with CLB:

- (a) Please describe how you typically manage the provision of office space and warehousing (for the storage of materials and equipment including meters, registers and ERTs that are scheduled for installation).
- (b) Please indicate whether your company will dispose or arrange for the disposal of meters that will be replaced and what that method of disposal is and how it complies with local, state or federal environmental laws or guidelines.

C5.4 PROGRAM AND PROJECT MANAGEMENT

Either provide your published methodology or describe at a high level, your general approach to the management of an AMR deployment. Please ensure the following topics are covered in your response:

- (a) Risk management and risk mitigation. Please describe your methods of identifying, assessing, and mitigating project risks.
- (b) Problem resolution and exception management. Describe the problem identification and resolution process employed during the project. Describe how exceptions are managed such as instances where installation cannot occur as there is no access to the property.
- (c) Communications and Reporting. This project will involve multiple Contractors, multiple CLB departments and utilities. Describe how communications are typically planned and managed in order to ensure all parties are in accord.
- (d) Deployment strategy. Describe the process by which you determine the strategy by which AMR devices and meters should be deployed in relation to the ongoing manual meter reading operation.
- (e) Schedule. Describe how plans are monitored and maintained in order to keep the project on track.
- (f) Scope Change. Describe how changes in scope are managed.

C5.5 INSTALLATION METHOD

Please describe the procedures you employ in a typical AMR deployment and meter replacement. Address the following topics in your response:

- (a) Installation scheduling. How are crews scheduled to perform work? What are their typical working hours (including weekends and holidays if appropriate)?
- (b) Customer relations. How does your company communicate with CLB's customers? Describe how appointments are scheduled, what credentials your employees carry and how your employees dress and how this may differ from your meter reading staff. Do you provide 24-hour emergency and call center support?
- (c) Disposal. What is your procedure for disposing of removed meters, registers and waste from the job site?
- (d) Quality assurance. After equipment has been installed, how do you verify that it has been installed correctly, that there are no leaks, that equipment is working correctly and that the customer's property is as it was before installation?
- (e) Health & Safety. Describe the procedures your company employs to ensure the health and safety of both your own employees and that of the general public. Describe measures that you take to prevent for example, water borne microbes infiltrating potable water sources and prevention of gas leaks.
- (f) Data recording. Describe the methods you use to record information from each installation (for example, the serial number of the old and new meter, the serial number of the new AMR device).
- (g) Do you record the GPS location of each installed device? If so, describe any standards of accuracy and reliability of the equipment used to take these readings.
- (h) Please describe how you would address the re-ignition of gas pilot lights on gas services that require shut off in order to install AMR:
 - (i) Describe the qualifications (DOT Operator Qualified certification) of your staff to do so and how this certification is obtained;
 - (ii) Describe how this is scheduled with the customer;
 - (iii) Describe or provide your relevant safety policies and procedures that are employed in performing this task.

C5.6 RESOURCING

Please provide the following:

- (a) Project Staffing (including CLB staff requirements)
 - (i) Provide a typical organization chart for an AMR deployment project. Indicate discrete Management positions for all participating Contractors and from CLB. Include suggested numbers of FTEs for all positions at all levels.
 - (ii) Describe the respective roles and responsibilities of each management, lead and staff position for both Contractor(s) and CLB and how they interact.
 - (iii) Provide a copy of your hiring / recruitment policy for non-permanent project labor.
- (b) Project Activities



- (i) Describe by individual (for management, foreman and supervisory roles only) the tasks your personnel will perform during implementation.
- (ii) Describe CLB's responsibilities and manpower requirements for each task.

C5.7 WORKING HOURS / DAYS

- (a) Please describe your standard policy for work hours and days for field employees.
- (b) Please describe your policy relating to appointment scheduling with a customer whose meter is either accessible only by appointment or requires the service to be shut off.

SECTION C6 COST SECTION

Proposal Title: Provide Meter Reading Services and Optional AMR Installation

Proposal Number: FM 09-016

Please Note: This section should not be submitted with the technical RFP response (Defined in Section A2.1.1). This Section (SECTION C6), shall be due 10 business days after the proposer's Fact Finding Visit. In addition to the cost information below each proposer shall submit a draft Project Plan and a draft Statement of Work. Failure to do so may result in the proposer being deemed non-responsive.

All prices quoted in this proposal must be a fixed unit price for meter reading services and AMR installation services and must be inclusive of all taxes, materials, hardware, software, equipment, real estate rental, tools, machinery, professional services, expenses, travel and living costs. CLB, at its sole discretion, may elect to add additional requirements or remove requested requirements prior to finalizing costs during contract negotiations. The proposer must complete the cost sheets as provided herein.

The proposer may include any additional price sheets or pricing information as deemed necessary to fully inform CLB of all costs and options associated with the Manual Meter Reading and AMR Installation Project.

C6.1 METER READING COSTS

All respondents must complete this section.

Please note that CLB is not required to pay prevailing wages for meter reading staff, supervisors or management.

Respondents must complete both tables (regardless of whether your pricing for monthly reading is the same as bimonthly reading):

C6.1.1 Monthly Reading

Meter read type	Unit cost (per water meter)	Unit cost (per gas meter)	# <u>water</u> meters to be read / month	# <u>gas</u> meters to be read / month	Total
Scheduled meter read			91,045	147,245	
Re-reads ²			1,250	1,250	
Remote read ERT meter			0	7,117	
Total Monthly Cost					
Total Annual Cost					

² Rereads shall be broken out as a separate cost only where CLB requests a reread in error (for example, a high-low exception prompted CLB to request a reread which validated the original read). The cost of rereads that result in invalidating the original Contractor read shall not be borne by CLB.



C6.1.2 Bimonthly Reading

Meter read type	Unit cost (per water meter)	Unit cost (per gas meter)	# water meters to be read / month	# gas meters to be read / month	Total
Scheduled meter read			45,523	73,623	
Re-reads ³			625	625	
Remote read ERT meter			0	3,559	
					Total Monthly Cost
					Total Annual Cost

C6.2 AMR INSTALLATION COSTS

Complete this section if you completed SECTION C5.

Please note that CLB is required to pay prevailing wages for meter installation or AMR installation staff, supervisors or management.

C6.2.1 Meter and AMR Endpoint Installation Costs

Please include all meter replacement and meter conversion (retrofit) installation costs (inclusive of the AMR endpoint installation and configuration) broken down by meter size.

Equipment Description	Unit Cost (replace)	Unit Cost (retrofit)
Gas Meters (expressed as capacity at 1/2" drop)		
175		
200		
240		
250		
270		
275		
300		
305		

³ Rereads shall be broken out as a separate cost only where CLB request a reread in error (for example, a high-low exception prompted CLB to request a reread which validated the original read). The cost of rereads that result in invalidating the original Contractor read shall not be borne by CLB.



400		
415		
600		
675		
800		
900		
1000		
1100		
1200		
1350		
1452		
1500		
2000		
2175		
3500		
4840		
5000		
7000		
11000		
16000		
18000		
23000		
30000		
38000		
56000		
60000		
100000		
102000		



Equipment Description	Unit Cost (replace)	Unit Cost (retrofit)
Water Meters		
3/4" meter		
1" meter		
1 1/2" meter		
2" meter		
3" meter		
4" meter		
6" meter		
8" meter		
10" meter		



SECTION D

EVALUATION

SECTION D1

CRITERIA FOR EVALUATION

Proposal Title: Provide Meter Reading Services and Optional AMR Installation

Proposal Number: FM 09-016

The RFP submittals will be evaluated in a six-phased process:

- (a) Phase 1 will score responses to SECTION C2;
- (b) Phase 2 will score the proposer's responses to SECTION C3, SECTION C4 and SECTION C5;
- (c) Phase 3 will score presentations and telephone reference checks;
- (d) Phase 4 will score proposed pricing (responses to SECTION C6);
- (e) Phase 5 will assess client site visits and (optional) corporate site visits;
- (f) Phase 6 will assess the impact of scores assigned during Phase 2 for responses to SECTION C5 (if proposed).

Only short listed Contractors will be required to submit SECTION C6, Cost Section. Thus, the cost sections of only those Contractors will be evaluated during Phase 4. Phase 6 will occur only if the top two or top three finalist's total scores for Phases 1 through 5 are within 5% of the first place finalist total score.

CLB retains the right to ask for additional information and additional on-site presentations to aid in the final selection.

Having completed this six-phased process, CLB staff will make a recommendation to CLB City Council for consideration.

D1.2 PHASE 1: EVALUATION OF PRELIMINARY QUESTIONS

CLB will evaluate responses to questions in SECTION C2 on a consensus basis. Proposers will be ranked according to this evaluation and may be eliminated at CLB's discretion.

D1.3 PHASE 2: EVALUATION OF PROPOSALS

Total Points Available for this phase = 1,000

All respondents shall have completed SECTION C3 and SECTION C4 for their own company and all sub-Contractors. Contractors may have optionally completed SECTION C5. All sections completed will be assessed and scored by CLB on a consensual basis according to the rules and scores described below.

Although SECTION C5 will be scored during this phase, those scores shall only be used in the assessment of respondents according to the rules specified in Phase 6 and thus have a weighted value of zero in this phase.

CLB reserves the right to eliminate proposers from further participation in the acquisition process at this point based on the score achieved for this Phase.

D1.3.1 Scoring Method

RFP responses will be evaluated by CLB's Selection Committee using consensus scoring. That is, the Selection Committee as a whole will grade each response. The RFP is organized into sections with questions within each section. The following method is used to score each question:



- Each question has a value of 10 (for ease of calculation);
- Each question is assigned a Weight (between 1 and 3) according to its importance to CLB prior to the submittal of proposals. Thus, each question may carry a Weighted Value of 10, 20 or 30.
- Each section has a Section Value assigned prior to the submittal of proposals, depending on its importance to CLB.

For each question:

- The Selection Committee assigns a Grade of A, B, C, D, E or F (A being the highest score), based on their assessment of the response.
- The grade is converted into a Grade Percentage (Grade F = 0%, with 20% increments to Grade A = 100%).
- The Weighted Value of the question is multiplied by the Grade Percentage to determine the Score Value.
- The Score Values are summed for the Section.
- The Weighted Score for the subsection is calculated as (Total Score Value / Total Weighted Value) * Section Value.

The following table shows an example of this calculation:

	Section Value	Weight	Weighted Value	Grade	Grade Percentage	Score Value	Weighted Score
Section 1	200		120			68	113
Question 1.1		1	10	F	0%	0	
Question 1.2		2	20	E	20%	4	
Question 1.3		3	30	D	40%	12	
Question 1.4		1	10	C	60%	6	
Question 1.5		2	20	B	80%	16	
Question 1.6		3	30	A	100%	30	

The following two tables show the question values for SECTION C3 and SECTION C4 which when summed make up the 1,000 points available in this Phase.

Total Value for Section: General Questions (SECTION C3)		200
Question	Category	Weighted Value
C3.1	Company Profile	20
C3.2	Strategic Direction	20
C3.3	Disputes	30

C3.4	Organizational Information	20
C3.5	Sustainable Business Practices	10
C3.6	Financial Condition (For Information Only)	0

Total Value for Section:		800
Provide Meter Reading Services (SECTION C4)		
Question	Category	Question Value
C4.1	Comparable Contracts	30
C4.2	Phases of the Contract	30
C4.3	Technical Requirements	30
C4.4	Logistics	20
C4.5	Staff	30
C4.6	Security	30
C4.7	Safety	20
C4.8	Working Hours / Days	20
C4.9	Operational Requirements	30
C4.10	Management	30
C4.11	Service Levels	30

The following table shows the question values for SECTION C5. The Total Value may be carried through to Phase 5 if applicable.

Total Value for Section:		100
AMR Option: Install Meters, Encoders and ERTs (SECTION C5)		
Question	Category	Subsection Value
C5.1	AMR Systems	20
C5.2	Deployment Support	30
C5.3	Logistics	10
C5.4	Program And Project Management	30
C5.5	Installation Method	30
C5.6	Resourcing	20



C5.7	Working hours / days	20
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D1.4 PHASE 3: EVALUATION OF PRESENTATIONS AND REFERENCES

Total points available for this Phase = 500.

D1.4.1 Presentations

Based on the sum of the total point scores (out of the possible 1,000 points) from Phase #1, a short list (three minimum) of the highest scored proposals will be selected to perform on-site presentations. All proposers will be advised accordingly.

On-site Presentations

Maximum points available for this Section = 500

The award of points for presentations will be based on a consensual decision by the Selection Committee. The Selection Committee will be focusing on the following areas in their decision:

- Clarity of the presentation
- Ability to present the solution *as proposed*
- Coverage of all items documented in the Presentation Agenda
- Adherence to the Presentation Agenda schedule

Proposers will be asked to make an oral presentation of their proposed solution. This presentation will be evaluated based on the requirements stated in this RFP. The presentation will provide proposers with an opportunity to explain the services they provide. The proposer may present other services that they provide providing that they make clear that these services were not included as items in their proposal. The proposer must be prepared to answer detailed questions regarding their response to CLB's RFP requirements. All demonstrations must be presented by staff that is familiar with the services offered.

This presentation will be conducted in Long Beach, California at a location to be determined by CLB. Please refer to SECTION E4, for the dates scheduled for proposer's presentation to CLB. Please refer to SECTION E3 for the Presentation Agenda. The Presentation Agenda is fixed – there are no exceptions. A random drawing will assign the proposer's specific date for Presentation. All of the proposer's costs associated with the On-site Presentations will be paid by the proposer.

The points awarded for this section are as follows:

Rank	Points awarded
1 st	500
2 nd	250
3 rd	100
All Others	Zero

Further, based on information ascertained from the demonstrations, validation and correcting adjustments (if required) will be made to the scores to any of the three sections in Phase 2 and appropriately documented.



D1.4.2 References

Telephone reference checks will be made to Contractors listed references. A minimum of three references for each Contractor will be contacted. Reference checks will be conducted using a script based on the most heavily rated requirements of CLB as described in this RFP. Each reference will be questioned using the same script.

The objective of conducting these reference checks is to substantiate Contractors responses made in their proposals and demonstrations.

Further, based on information ascertained from the reference checks, validation and correcting adjustments (if required) will be made to the scores to any of the three sections in Phase 2 and appropriately documented.

These adjusted scores plus the score from the demonstrations will determine the finalists. The non-finalist proposers that gave demonstrations will be notified that they will not receive further evaluation at this point in time.

D1.5 PHASE 4: EVALUATION OF SECTION C6

Total points available for this Phase = 500

A **mandatory** informational one-day meeting, referred to as the Fact Finding Visit, will be held for proposer finalists. The purpose of this session is to provide the proposer an opportunity to view CLB's existing installation, processes and procedures, and gather all of the necessary information, details and clarifications that will assist the proposer in the preparation and finalization of the cost section of their proposal. On request, CLB will conduct a tour of portion(s) of the service area representative of the types of environment in which the proposer will provide services. Based on the proposer's own request and agenda for the visit, CLB staff will be available as needed for each finalist in order to answer questions and provide clarification concerning CLB's requirements. It is up to each finalist to determine how they would like to conduct the visit and submit an agenda fourteen (14) calendar days prior to their onsite visit. All of the proposer's costs associated with the Fact Finding Visit will be paid by the proposer.

Each finalist's cost proposal including the associated Statement of Work and Project Plan (i.e., Contractor's response to SECTION C6 of this RFP) will be due fourteen (14) calendar days from the last day of their Fact Finding Visit. The Contractor's ranking for cost will be determined through a cost analysis to include the following: total submitted costs and additional projected costs to CLB as a result of transitioning to the Contractor's services.

Points will be awarded as follows:

Rank	Points awarded
1 st	500
2 nd	250
3 rd	100
All Others	Zero

D1.6 PHASE 5: ASSESS SITE VISITS

D1.6.1 Client Site Visits

Maximum points available for this Section = 500

The highest ranked finalists emerging from Phase 4 will be required to update the list of all current users of their products and indicate which users have similar environmental factors, installation, service offering, functional requirements and organization size similar to CLB. CLB will select the preferred site and the Contractor shall be responsible for coordinating the site visit. All CLB's costs associated with the client site visits will be paid by CLB.

During this one day visit, CLB's representatives should have an opportunity to meet with the customer's key users, responsible manager and interested departmental representatives. No proposer representatives will be present during the site visits.

The points awarded for this section are as follows:

Category	Points awarded
Exceeded expectations	500
Met expectations	250
All Others	Zero

A preliminary agenda for a site visit is:

- (a) Orientation by Management
 - (i) Site Background History of Meter Reading at City / County / Utility
 - (ii) Overview of the Solution:
 - Transition Plan to the current Contractor
 - Meter Reading products utilized
 - Service Levels and Contractual Obligations
 - (iii) Introduction to Key User Personnel
- (b) Discussions with User Personnel
 - (i) Meter Shop / Field Service / Customer Service / Information Technology to discuss:
 - Transition Experience
 - Operational Strengths and Weaknesses of Contractor
 - Service Levels
 - Lessons Learned
 - Benefits Realized
 - Software Capabilities (including Reporting)
 - Support

D1.6.2 Corporate Site Visit (informational purposes only)

At CLB's option a corporate site visit may be conducted at the proposer(s) corporate offices. All CLB costs associated with the corporate site visits will be paid by CLB. During this visit, the proposer will be required to provide full financial records for review by a designated representative of CLB. During this visit, CLB's representatives should have an opportunity to meet with key staff that will be responsible for this project.

D1.7 PHASE 6: ASSESS ADDITIONAL SERVICES

This phase will be conducted only if the following circumstances occur:

- CLB has assessed respondents according to the rules stated in Phases 1 through 5;
- The total value of the points awarded to the top two or top three finalists for phases 1 through 5 are within 5% of the first place finalist total score.

Under these circumstances the points assessed and rankings determined for AMR related questions in Phases 2, 3, 4 and 5 will be used to determine the winning contractor.



SECTION E

EXHIBITS TO

SECTION C

SECTION E1

GLOSSARY OF TERMS

Proposal Title: Provide Meter Reading Services and Optional AMR Installation

Proposal Number: FM 09-016

Glossary	Definitions
AMI	Advanced Metering Infrastructure
AMR	Automatic / Automated Meter Reading
API	Application Program Interface
B&C	Billing & Collections
BPO	Business Process Outsourcer
CIS	Customer Information System
CLB	City of Long Beach
COTS	Commercial-off-the-Shelf
CSR	Customer Service Representative
DBA	Database Administrator
DOT	Department of Transport
ERT	Electronic Receiver / Transmitter. Sends data from the meter to a collection point
ESB	Environmental Services Bureau
ETL	Extract, Transform and Load
FTE	Full Time Equivalent
IT	Information Technology
IVR	Interactive Voice Response
LBGO	Long Beach Gas & Oil
LBWD	Long Beach Water Department
MWFM	Mobile Work Force Management
SCE	Southern California Edison
SOP	Standard Operating Procedure
SOW	Statement of Work
UB	Utility Billing

SECTION E2 SUPPORTING DATA

Proposal Title: Provide Meter Reading Services and Optional AMR Installation

Proposal Number: FM 09-016

E2.1 METER POPULATION BY CYCLE / ROUTE

Cycle	Route	#Gas Meters	#Water Meters
51	03	1	1
51	19	163	3
51	20	62	62
51	33	0	1
51	44	307	205
51	45	278	211
51	46	229	187
51	47	678	85
51	48	207	202
51	49	226	168
51	50	313	173
51	51	129	160
51	52	137	111
51	53	199	175
51	54	177	183
51	55	215	200
51	56	223	224
51	57	221	218
51	59	239	237
51	60	216	222
51	61	232	234
51	62	201	204
51	63	175	183
51	64	205	222
51	65	222	239
51	66	211	214
51	67	238	239
51	68	221	227
51	69	183	201
51	70	141	140
51	71	0	1
51	74	3	8
52	01	0	6
52	03	25	81
52	05	19	30
52	07	42	149
52	29	1	0
52	32	1	1
52	41	19	75

Cycle	Route	#Gas Meters	#Water Meters
52	42	253	231
52	43	226	223
52	44	243	205
52	45	211	212
52	46	211	119
52	47	265	172
52	48	211	206
52	49	188	194
52	50	202	201
52	51	173	177
52	52	206	212
52	53	169	173
52	54	233	248
52	55	269	271
52	56	211	211
52	57	178	174
52	58	172	174
52	59	245	246
52	60	175	181
52	61	250	252
52	62	229	232
52	63	212	225
52	64	220	222
52	65	5	13
52	99	1	2
53	02	0	2
53	05	55	128
53	08	0	0
53	29	0	4
53	42	133	134
53	43	213	216
53	44	185	189
53	45	204	195
53	46	147	147
53	47	114	119
53	48	216	219
53	49	198	201
53	50	204	215
53	51	196	200



Cycle	Route	#Gas Meters	#Water Meters
53	52	285	290
53	53	172	173
53	54	255	179
53	55	180	177
53	56	228	277
53	57	388	424
53	58	174	176
53	59	224	228
53	60	180	182
53	61	224	224
53	62	170	169
53	63	278	278
53	64	107	117
53	65	219	219
53	66	218	219
53	67	129	133
53	68	169	173
53	69	212	214
53	77	218	230
54	02	29	37
54	12	26	17
54	16	4	4
54	17	44	144
54	18	17	82
54	32	65	50
54	43	276	299
54	44	277	291
54	45	219	125
54	47	106	110
54	48	201	193
54	49	326	71
54	50	549	159
54	51	338	114
54	52	265	160
54	53	149	148
54	54	215	207
54	55	190	193
54	56	373	206
54	57	228	227
54	58	155	150
54	59	158	160
54	60	149	144
54	61	201	200
54	62	137	137
54	63	174	177
54	64	178	178
54	65	190	196
54	66	155	155

Cycle	Route	#Gas Meters	#Water Meters
54	67	177	21
54	68	192	0
54	69	132	139
54	72	45	44
55	01	6	13
55	02	1	2
55	03	71	75
55	06	239	176
55	07	9	24
55	08	43	125
55	11		1
55	15	65	65
55	19	105	96
55	23	1	1
55	41	0	1
55	42	259	163
55	43	239	165
55	44	427	149
55	45	180	84
55	46	426	172
55	47	193	177
55	48	364	411
55	49	49	60
55	50	36	71
55	51	315	221
55	52	170	99
55	53	235	223
55	54	139	143
55	55	198	174
55	56	192	202
55	57	224	227
55	58	282	283
55	59	146	146
55	60	182	179
55	61	248	248
55	62	186	186
55	63	207	209
55	64	137	137
55	65	218	219
55	66	217	213
55	67	188	187
55	68	226	226
55	69	230	235
55	77	221	231
55	99	1	2
56	03	34	34
56	41	192	184
56	42	266	146

Cycle	Route	#Gas Meters	#Water Meters
56	43	177	157
56	44	213	147
56	45	263	160
56	46	154	112
56	47	359	181
56	48	348	249
56	49	238	171
56	50	204	203
56	51	341	132
56	52	229	157
56	53	319	195
56	54	356	186
56	55	444	169
56	56	230	203
56	57	161	155
56	58	176	176
56	59	211	219
56	60	170	170
56	61	274	237
56	62	214	215
56	63	165	162
56	64	170	177
56	65	186	192
56	66	175	185
56	67	195	204
56	68	168	174
56	69	149	146
56	73	1	0
56	77	236	106
57	12	118	71
57	13	131	107
57	14	84	88
57	15	49	50
57	21	228	93
57	29	0	3
57	41	296	214
57	42	200	159
57	43	377	205
57	44	367	170
57	45	484	171
57	46	302	113
57	47	240	169
57	48	364	166
57	49	332	115
57	50	227	149
57	51	321	180
57	52	288	141
57	53	333	126

Cycle	Route	#Gas Meters	#Water Meters
57	55	164	75
57	56	180	183
57	57	190	192
57	58	240	242
57	59	165	170
57	60	186	196
57	61	321	183
57	62	203	194
57	63	444	58
57	64	174	183
57	65	258	198
57	66	267	203
58	06	1	0
58	17	0	1
58	23	1	1
58	26	0	1
58	34	3	3
58	46	375	148
58	47	628	145
58	48	386	143
58	49	340	202
58	50	550	150
58	51	487	186
58	52	359	220
58	53	318	172
58	54	368	134
58	55	483	98
58	56	216	77
58	57	365	183
58	58	390	213
58	59	204	212
58	60	208	207
58	61	273	176
58	62	206	123
58	63	184	191
58	64	203	205
58	65	102	22
58	66	97	125
58	67	111	113
58	68	186	153
58	69	218	215
58	70	637	78
58	71	193	192
58	74	1	0
58	75	33	72
58	79	383	102
59	02	11	52
59	04	23	64



Cycle	Route	#Gas Meters	#Water Meters
59	08	42	89
59	12	55	52
59	13	192	15
59	17	0	1
59	18	2	0
59	29	3	0
59	32	234	122
59	42	39	101
59	44	120	91
59	45	373	123
59	46	469	112
59	47	373	104
59	48	300	144
59	49	416	128
59	50	340	116
59	51	291	110
59	52	397	130
59	53	217	97
59	54	311	109
59	56	217	66
59	57	372	127
59	58	334	129
59	59	175	107
59	60	168	160
59	61	226	178
59	62	44	34
59	63	224	172
59	64	204	161
59	65	185	154
59	66	146	144
59	67	80	79
59	68	226	214
59	69	0	4
60	01	2	6
60	02	1	0
60	04	16	64
60	09	147	47
60	18	138	84
60	30	1	1
60	34	1	1
60	42	308	199
60	43	466	165
60	44	415	112
60	45	573	143
60	46	359	132
60	47	223	107
60	48	426	179
60	49	273	123

Cycle	Route	#Gas Meters	#Water Meters
60	50	448	176
60	51	407	161
60	52	399	161
60	53	262	117
60	54	222	152
60	55	229	183
60	56	239	232
60	57	216	174
60	58	221	211
60	59	594	108
60	60	197	189
60	61	184	171
60	62	378	115
60	63	256	175
60	64	184	187
60	65	104	104
61	05	56	114
61	10	2	0
61	12	1	0
61	16	1	0
61	17	1	1
61	18	54	43
61	24	1	0
61	29	120	91
61	34	240	103
61	37	1	0
61	44	504	143
61	45	430	99
61	46	275	124
61	47	482	128
61	48	503	128
61	49	234	119
61	50	435	149
61	51	418	124
61	52	539	135
61	53	198	112
61	54	335	104
61	55	459	86
61	56	359	76
61	57	540	109
61	58	504	155
61	59	331	210
61	60	241	242
61	61	282	221
61	62	805	4
61	63	239	170
61	64	196	144
61	65	230	186

Cycle	Route	#Gas Meters	#Water Meters
61	66	237	161
61	67	275	183
61	68	197	78
61	69	45	98
61	70	120	96
61	71	83	0
62	09	186	73
62	16	1	0
62	17	138	35
62	29	1	0
62	41	1	0
62	42	556	97
62	43	508	57
62	44	590	82
62	45	352	93
62	46	551	130
62	47	512	112
62	48	495	100
62	49	390	118
62	50	589	93
62	51	429	98
62	52	390	124
62	53	374	94
62	54	537	103
62	55	298	79
62	56	356	130
62	57	198	69
62	58	96	101
62	59	183	197
62	60	175	176
62	61	150	152
62	62	221	225
62	63	320	222
62	64	238	193
62	65	258	185
62	66	322	75
62	67	215	130
62	68	295	194
62	69	0	6
63	03	0	1
63	14	1	1
63	18	1	1
63	21	1	0
63	24	1	1
63	26	156	72
63	28	60	55
63	32	0	1
63	34	1	1

Cycle	Route	#Gas Meters	#Water Meters
63	38	1	1
63	43	2	1
63	45	244	71
63	46	426	118
63	47	359	164
63	48	423	118
63	49	339	124
63	50	149	83
63	51	356	131
63	52	210	100
63	53	407	149
63	54	428	160
63	55	181	111
63	56	227	147
63	57	168	82
63	58	317	167
63	59	375	161
63	60	175	93
63	61	234	169
63	63	5	6
63	70	79	103
63	71	25	66
63	72	279	249
63	73	198	144
63	74	246	176
63	75	266	219
63	76	259	229
63	77	222	190
63	78	238	187
63	79	233	214
63	80	237	201
63	81	296	133
63		1	0
64	05	2	0
64	07	46	52
64	09	98	46
64	13	1	0
64	19	3	3
64	24	0	1
64	29	1	0
64	42	364	142
64	43	365	192
64	44	424	137
64	45	273	169
64	46	289	159
64	47	356	224
64	48	281	144
64	49	219	70



Cycle	Route	#Gas Meters	#Water Meters
64	50	213	96
64	51	343	94
64	52	216	91
64	53	287	92
64	54	435	122
64	55	374	108
64	56	133	55
64	57	186	38
64	58	257	56
64	59	1	2
64	64	10	0
64	66	226	189
64	67	181	165
64	68	218	203
64	69	187	168
64	70	216	212
64	71	300	197
64	72	203	113
64	73	295	117
64	74	254	112
64	75	188	222
64	76	274	186
64	77	102	92
64	78	386	83
65	03	116	32
65	05	1	1
65	06	64	56
65	07	85	64
65	10	0	1
65	14	1	1
65	16	1	0
65	25	1	0
65	29	0	0
65	41	246	77
65	42	253	88
65	44	37	59
65	45	448	114
65	46	117	48
65	47	314	78
65	48	454	62
65	49	440	111
65	50	280	116
65	51	237	125
65	52	286	86
65	53	342	147
65	54	414	89
65	55	566	87
65	64	287	179

Cycle	Route	#Gas Meters	#Water Meters
65	65	290	101
65	66	219	163
65	67	189	152
65	68	231	186
65	69	235	159
65	70	141	129
65	71	161	155
65	72	146	139
65	73	181	175
65	74	140	138
65	75	221	133
65	78	348	90
65	80	172	96
66	06	81	9
66	10	0	1
66	34	22	45
66	41	207	77
66	42	319	66
66	43	411	97
66	44	308	72
66	45	378	52
66	46	501	66
66	47	435	86
66	48	462	96
66	49	398	95
66	50	447	140
66	51	397	123
66	52	380	94
66	53	387	95
66	54	0	2
66	55	89	105
66	63	332	197
66	64	261	191
66	65	310	251
66	66	200	169
66	67	234	189
66	68	347	222
66	69	317	207
66	70	289	209
66	71	214	175
66	72	179	31
66	73	264	174
66	74	311	61
66	88	1	1
67	01	1	1
67	07	1	1
67	08	265	162
67	09	318	90



Cycle	Route	#Gas Meters	#Water Meters
67	11	234	223
67	26	1	1
67	32	105	75
67	34	0	1
67	42	39	47
67	43	266	92
67	44	377	127
67	45	231	33
67	49	0	1
67	51	400	122
67	52	258	106
67	53	204	199
67	54	211	207
67	55	292	132
67	56	251	194
67	57	206	215
67	65	296	171
67	66	217	178
67	67	244	193
67	68	270	170
67	69	256	137
67	70	207	148
67	71	226	152
67	72	225	114
67	73	198	201
67	74	268	145
67	75	286	49
67	76	326	187
67	77	247	160
67	80	37	93
67	81	105	107
68	04	76	34
68	13	2	2
68	43	247	215
68	44	194	191
68	45	227	215
68	46	203	196
68	47	208	179
68	48	216	220
68	49	275	218
68	50	306	192
68	51	216	208
68	52	154	128
68	53	154	128
68	54	664	92
68	55	235	194
68	56	164	142
68	57	280	232

Cycle	Route	#Gas Meters	#Water Meters
68	62	1	1
68	65	326	140
68	66	282	182
68	67	223	190
68	68	246	200
68	69	255	231
68	70	206	182
68	71	307	182
68	72	226	151
68	73	127	119
68	74	386	168
68	75	313	192
68	76	293	172
69	07	1	1
69	11	123	124
69	12	28	28
69	15	52	44
69	19	67	69
69	20	3	7
69	43	169	160
69	44	268	182
69	45	153	145
69	46	188	181
69	47	196	207
69	48	188	141
69	49	222	228
69	50	262	229
69	51	238	184
69	52	271	161
69	53	209	175
69	54	362	156
69	55	199	201
69	56	118	143
69	57	221	227
69	65	274	200
69	66	138	143
69	67	190	110
69	68	178	180
69	69	152	150
69	70	177	223
69	71	4	81
69	72	237	168
69	73	239	207
69	74	155	157
69	75	356	173
69	76	149	78
70	01	0	0
70	40	37	26



Cycle	Route	#Gas Meters	#Water Meters
70	41	64	95
70	42	179	160
70	44	225	220
70	45	191	190
70	46	210	214
70	47	268	181
70	48	380	148
70	49	261	167
70	50	368	174
70	51	196	189
70	52	267	147
70	53	342	183
70	54	267	152
70	55	191	157
70	56	262	138
70	57	237	184
70	58	132	121
70	59	133	73
70	60	216	174
70	61	270	228
70	62	292	10
70	63	155	147
70	64	78	26
70	65	351	174
70	66	190	62
70	70	1	1
70	73	43	61
71	02	12	35
71	03	372	0
71	07	91	51
71	09	153	56
71	12	1	1
71	13	224	95
71	14	0	1
71	29	2	0

Cycle	Route	#Gas Meters	#Water Meters
71	45	336	127
71	46	237	70
71	47	191	97
71	48	404	136
71	49	288	115
71	51	373	71
71	52	370	78
71	53	453	91
71	54	293	80
71	55	215	130
71	56	272	170
71	57	252	84
71	58	334	10
71	59	86	0
71	60	282	47
71	61	558	0
71	62	133	6
71	63	321	0
71	64	509	0
71	65	201	0
71	66	356	3
71	67	175	16
71	68	227	2
71	69	216	0
71	71	6	1
71	76	2	2
71	77	387	110
71	78	366	124
71	80	41	105
71		1	0
99	01	1	0
99	04	1	0
99	99	86	0

E2.2 NUMBER OF METERS BY CYCLE BY SERVICE

Cycle	Gas	Water	Total
51	6,252	5,140	11,392
52	5,065	5,118	10,183
53	5,895	6,051	11,946
54	5,940	4,538	10,478
55	6,875	6,021	12,896
56	7,018	5,304	12,322
57	7,533	4,567	12,100
58	8,509	4,263	12,772
59	6,809	3,489	10,298
60	7,889	3,979	11,868

Cycle	Gas	Water	Total
61	9,973	3,936	13,909
62	9,925	3,543	13,468
63	7,826	4,400	12,226
64	8,207	4,152	12,359
65	7,664	3,437	11,101
66	8,481	3,398	11,879
67	7,068	4,234	11,302
68	7,012	4,896	11,908
69	5,787	4,863	10,650
70	5,806	3,802	9,608

Cycle	Gas	Water	Total
71	8,740	1,914	10,654
99	88	-	88

Cycle	Gas	Water	Total
	154,362	91,045	245,407

E2.3 METER POPULATION BY MANUFACTURER & SIZE

The following table lists all CLB installed meters by Meter Size and Manufacturer.

E2.3.1 Water

Manufacturer Code	¾" meter	1" meter	1 ½" meter	2" meter	3" meter	4" meter	6" meter	8" meter	10" meter	Totals
Badger	32,045	5,412	1,553	2,159	15	18	6	2	1	41,211
Hersey	173	690	1,031	462	137	133	81	41	17	2,765
Master Meter ⁴	1			1						2
Neptune	37,428	5,265	1,748	876	21	55	36	28	5	45,462
Precision	28				3					31
Performance ⁴				1						1
Rockwell	1,322	44	93	72	13	23	1		2	1,570
Sparling ⁵				1						1
Worthington		1								1
Unknown						1	1	2		4
Total	70,997	11,412	4,425	3,572	189	230	125	73	25	91,048

E2.3.2 Gas

Code	Meter Count	Capacity at 1/2" drop	Meter Class
Unknown	12		
200	9,130	200	1
250	2,334	250	1
275	32,416	275	1
315	1,412	300	2
415	532	415	2
500	9,631	240	1
501	25	175	1
502	17,795	175	1
503	1,088	305	2
504	3,143	400	2
505	647	675	3
506	22,342	270	1
507	28,454	250	1
508	305	1000	3

Code	Meter Count	Capacity at 1/2" drop	Meter Class
510	11,654	250	1
511	9,717	250	1
515	23	1000	3
546	16	1200	4
547	93	2175	5
550	34	4840	6
601	751	800	3
602	272	1500	4
603	1	1100	4
604	52	2000	4
605	136	3000	4
608	1	900	3
610	1	3500	5
615	125	5000	5
625	31	7000	6

⁴ Field test meters

⁵ Well meter



Code	Meter Count	Capacity at 1/2" drop	Meter Class
636	58	11000	7
646	21	16000	7
651	15	23000	7
656	4	38000	7
658	1	56000	7
659	1	102000	7
660	1	11000	7
675	1	5000	5
723	1	18000	7
725	1	30000	7
735	1	60000	7
745	1	60000	7
750	1	100000	7
800	157	800	3
0275H	140	275	1

Code	Meter Count	Capacity at 1/2" drop	Meter Class
0500C	126	240	1
0502C	10	175	1
0505C	1	675	3
0509H	407	200	1
0600S	167	600	3
L250	431	250	1
L517	43	1350	4
L546	154	1452	4
W200	446	200	1
Total	154,362		

E2.4 METER READING ESTIMATION CODES

E2.4.1 Water

No Read Reason	CLB field order	Reader Instructions
Stuck Lid	Yes	Note special conditions in freeform if necessary
Covered	Yes	Note condition in freeform
Flooded	Yes	Note special conditions in freeform if necessary
Cloudy	Yes	Note special conditions in freeform if necessary
Meter Glass Broken	Yes	Note special conditions in freeform if necessary
Skipped / Missed	No	Explanation in freeform mandatory
Unsafe	No	Note condition in freeform
Refused Entry	No	Note condition in freeform
Other	No	Note special conditions in freeform; special condition not covered by existing codes
Meter Removed	No	Use for meter exchange. Enter new meter number in freeform
Cannot Locate	No	Contact Pete (COLB) to have blue line painted in street

E2.4.2 Gas

No Read Reason	CLB field order	Reader Instructions
Stuck Lid	Yes	Note special conditions in freeform if necessary
Flooded	Yes	Note special conditions in freeform if necessary
Cloudy	Yes	Note special conditions in freeform if necessary
Meter Glass Broken	Yes	Note special conditions in freeform if necessary
Skipped / Missed	No	Explanation in freeform mandatory

E2.5 METER READING COMMENT CODES

E2.5.1 Gas

Comment Code Reason	CLB field order	Reader Instructions
Damaged dial	Yes	Index problems; note dial out of alignment, if necessary
Dial hands fast or slow	Yes	Note special conditions in freeform if necessary
Dirty Index	Yes	Use when can't see dial hands (e.g. scratched glass, paint, etc.)
Inverted meter	Yes	Note special conditions in freeform if necessary
Meter Bypass	Yes	Note special conditions in freeform if necessary
Missing ID#	Yes	Note special conditions in freeform if necessary
Odor or leak	Yes	Call LBGO to inform
Regulator Vent	Yes	Use for non-functioning gas ERT
Tampered meter	Yes	Note special conditions in freeform if necessary
Building Demolished	No	Note if demo & gas meter still here only
Cannot Locate	No	Use only if can't find meter
Dog	No	If multiple dogs, note how many
Fumigation	No	Note special conditions in freeform if necessary
Locked	No	Note in freeform if key missing from lockbox
Meter Removed	No	Note "construction" if reason
Obstructed	No	Note condition in freeform
Other	No	Note special conditions in freeform; special condition not covered by existing codes
Refused Entry	No	Note condition in freeform
Scoped reading	No	Note special conditions in freeform if necessary
Unsafe	No	Note condition in freeform

E2.5.2 Water

Comment Code Reason	CLB field order	Reader Instructions
Odor or leak	Yes	Call LBGO when gas leak is found or suspected
Reposition meter	Yes	Some meters may be manipulated to provide relief
Inverted meter	Yes	Use if customer appears to have turned meter backwards
Dirty Box	Yes	Note special conditions in freeform if necessary
Dirty Index	Yes	Note special conditions in freeform if necessary
Dial hands fast or slow	Yes	Hands slow/hands on peg, possibly loose; usually old Hersey meters
Damaged meter	Yes	Use to report damaged lid, not code intention
Damaged dial	Yes	Use to report broken or scratched glass
Tampered meter	Yes	Illegal bypass or hookup
Meter Bypass	Yes	Illegal bypass or hookup
Missing Index Lid	Yes	Call or fax broken or missing lids, place cone
Missing ID#	Yes	Note special conditions in freeform if necessary
Building Demolished	No	Note if demo & gas meter still here only



E2.6 ASSESSMENT OF SERVICE AREA BY EXISTING CONTRACTOR

Long Beach and Signal Hill consist of a demographically representative cross section of residential neighborhoods and small to very large commercial and industrial developments. Water meters tend to be found on the curbside property boundary. Gas meters are generally installed on the outside wall of the premises. The vast majority of the service area is considered relatively easy to read with dense single-family residential neighborhoods. The few exceptions to this statement are noted here for consideration:

Area	Issue	Approx # Meters Affected
North Long Beach	This area has problems with gopher infestation. Approximately 2.5% of the water meter boxes in this area require regular removal of dirt in order to obtain a visual read.	850
Belmont Shore	During the rainy season (winter) the water meters within this area tend to become flooded, particularly in neighborhoods where water meters are located in alleyways.	1,900
Long Beach Harbor Area	The Port of Long Beach is a vast area with a low density of meters. Heightened security means that access is controlled and entry requires a special photo ID. Due to its low elevation, this area can also be affected by flooding of water meter boxes.	250 (190 in boxes)
Long Beach Airport	Heightened security means that access is controlled and entry requires a special photo ID, an airport security escort and one days advanced notice.	70
West Long Beach	This area includes primarily small commercial accounts. Frequent issues include property access, broken lids, factory waste and commercial vehicles blocking access.	690

E2.7 FURTHER INFORMATION

Please note:

- Approximately 7,100 gas meters have ERT radio read devices installed to facilitate remote walk or drive-by read for meters that have access issues.

SECTION E3 PRESENTATION SCHEDULE

Proposal Title: Provide Meter Reading Services and Optional AMR Installation

Proposal Number: FM 09-016

Activity or Topic	Start Time	End Time
Contractor Setup	8:00 AM	9:00 AM
Introductions and Corporate Overview	9:00 AM	10:00 AM
Company History		
Organization/Employees		
Partnerships		
Financial/Revenue Information		
Current Client list for proposed solution		
<i>Break</i>	10:00 AM	10:15 AM
Overview of the Meter Reading Service	10:15 AM	10:30 AM
Approach & Services	10:30 AM	11:45 AM
Logistics		
Acceptance		
Transition Plan		
Full Operation		
Meeting SLAs		
<i>Lunch</i>	11:45 AM	12:45 PM
Questions and Answers	12:45 PM	1:15 PM
AMR Installation	1:15 PM	2:00 PM
Program Management		
Typical Approach		
<i>Break</i>	2:00 PM	2:15 PM
Questions and Answers	2:15 PM	3:00 PM



SECTION E4

TENTATIVE PROJECT PLAN FOR CONTRACTOR SELECTION

Proposal Title: Provide Meter Reading Services and Optional AMR Installation

Proposal Number: FM 09-016

Assignments	Responsible Party	Completion Date / Time
Develop and Issue RFP	CLB	2/26/2009
Contractor Review of RFP	CONTRACTOR	3/20/2009
Mandatory Bidders Conference	CLB / CONTRACTOR	3/23/2009 10am, PST
Deadline for Contractor Questions	CONTRACTOR	3/30/2009 4:30pm, PST
Contractor Response to RFP	CONTRACTOR	4/13/2009 4:30pm, PST
Score Contractor Responses	CLB	4/21/2009
Notify finalists	CLB	4/22/2009
Contractor Presentations	CLB / CONTRACTOR	5/15/2009
Reference Checks	CLB	5/28/2009
Fact Finding Week	CLB / CONTRACTOR	6/11/2009
Cost Proposal due from Contractor	CONTRACTOR	6/26/2009 4:30pm, PST
Notify finalists	CLB	7/9/2009
Reference Client Site Visits	CLB	8/11/2009
Wrap-up	CLB	9/1/2009
Seek Council Approval	CLB	9/29/2009

SECTION F ATTACHMENTS TO SECTION A1



SECTION F1

CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

Proposal Title: Provide Meter Reading Services and Optional AMR Installation

Proposal Number: FM 09-016

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.
Any exceptions MUST be documented.

YES _____ NO _____

Authorized signature and date

Printed Name & Title

EXCEPTIONS: Attach additional sheets if necessary. Please use this format:

RFP Section Number	RFP Page Number	Exception (provide a detailed explanation)



SECTION F2

STATEMENT OF NON-COLLUSION

Proposal Title: Provide Meter Reading Services and Optional AMR Installation

Proposal Number: FM 09-016

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

Authorized signature and date

Print Name & Title



SECTION F3

SAMPLE AGREEMENT

Proposal Title: Provide Meter Reading Services and Optional AMR Installation

Proposal Number: FM 09-016

The following Sample Agreement represents CLB's baseline contract language. It is CLB's intent to negotiate a contract with the Awarded Contractor that substantially incorporates the terms and conditions of this Sample Agreement. CLB recommends (although does not mandate) that respondents review this document and note any exceptions in their completion of SECTION F1.

AGREEMENT

THIS AGREEMENT is made and entered, in duplicate, as of _____, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on _____, 2008, by and between (NAME OF VENDOR), a (STATE) corporation/limited liability company etc, with a place of business at (ADDRESS) ("Vendor"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with (SCOPE OF WORK ETC.) ("Project"); and

WHEREAS, City has selected Vendor in accordance with City's administrative procedures using a Request for Proposals ("RFP"), attached hereto as Exhibit "A-1", attached to this Agreement and incorporated by this reference, and City has determined that Vendor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Vendor perform these specialized services, and Vendor is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Vendor shall furnish specialized services more particularly described in Exhibit "A-2", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed \$ _____, at the rates or charges shown in Exhibit "A-2".

B. City shall pay Vendor in due course of payments following receipt from Vendor and approval by City of invoices showing the services or task performed and the time expended. Vendor shall certify on the invoices that Vendor has performed the services in full conformance with this Agreement and is entitled to receive payment.

C. Vendor represents that Vendor has obtained all necessary information on conditions and circumstances that may affect its performance and has conducted site visits, if necessary.

D. By executing this Agreement, Vendor warrants that Vendor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. It the services involve work upon any site, Vendor warrants that Vendor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should Vendor discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, Vendor must immediately inform the City of that fact and may not proceed except at Vendor's risk until written instructions are received from the City.

E. Vendor must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the City, except those losses or damages as may be caused by the City's own negligence.

F. CAUTION: Vendor shall not begin work until this Agreement has been signed by both parties and until Vendor's evidence of insurance has been delivered to and approved by City.

2. TERM. The term of this Agreement shall commence at midnight on (BEGINNING DATE), and shall terminate at 11:59 p.m. on (ENDING DATE), unless sooner terminated as provided in this Agreement, or unless the services or the Project is completed sooner.

3. COORDINATION AND ORGANIZATION.

A. Vendor shall coordinate its performance with City's representative, if any, named in Exhibit "B", attached to this Agreement and incorporated by this reference. Vendor shall advise and inform City's representative of the work in progress on the Project in sufficient detail so as to assist City's representative in making presentations and in holding meetings on the Project. City shall furnish to Vendor information or materials, if any, described in Exhibit "C", attached to this Agreement and incorporated by this reference, and shall perform any other tasks described in the Exhibit.

B. The parties acknowledge that a substantial inducement to City for entering this Agreement was and is the reputation and skill of Vendor's key employee _____. City shall have the right to approve any person proposed by Vendor to replace that key employee.

4. INDEPENDENT CONTRACTOR. In performing its services, Vendor is and shall act as an independent contractor and not an employee, representative or agent of City. Vendor shall have control of Vendor's work and the manner in which it is performed. Vendor shall be free to contract for similar services to be performed for others during this Agreement; provided, however, that Vendor acts in accordance with Section 9 and Section 11 of this Agreement. Vendor acknowledges and agrees that (a) City will not withhold taxes of any kind from Vendor's compensation; (b) City will not secure workers' compensation or pay unemployment insurance to, for or on Vendor's behalf; and (c) City will not provide and Vendor is not entitled to any of the usual and customary rights, benefits or privileges of City employees. Vendor expressly warrants that neither Vendor nor any of Vendor's employees or agents shall represent themselves to be employees or agents of City.

5. INSURANCE.

A. As a condition precedent to the effectiveness of this Agreement, Vendor shall procure and maintain, at Vendor's expense for the duration of this Agreement, from insurance companies that are admitted to write insurance in California and have ratings of or equivalent to A:V by A.M. Best Company or from authorized non-admitted insurance companies subject to Section 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII by A.M. Best Company, the following insurance:



(a) Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors liability, and products and completed operations liability. City, its boards and commissions, and their officials, employees and agents shall be named as additional insureds by endorsement (on City's endorsement form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance shall contain no special limitations on the scope of protection given to City, its boards and commissions, and their officials, employees and agents. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

(b) Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than \$1,000,000. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

(c) Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim.

(d) Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than \$500,000 combined single limit per accident.

B. Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.

C. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or self-insurance maintained by Vendor. Vendor shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.

D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless Vendor guarantees that Vendor will provide to City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.

E. Vendor shall require that all sub-Vendors or contractors that Vendor uses in the performance of these services maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

F. Prior to the start of performance, Vendor shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Vendor shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete certified copies of all policies of Vendor and Vendor's sub-Vendors and contractors, at any time. Vendor shall make available to City's Risk Manager or designee all books, records and other information relating to this insurance, during normal business hours.



G. Any modification or waiver of these insurance requirements shall only be made with the approval of City's Risk Manager or designee. Not more frequently than once a year, City's Risk Manager or designee may require that Vendor, Vendor's sub-Vendors and contractors change the amount, scope or types of coverages required in this Section if, in his or her sole opinion, the amount, scope or types of coverages are not adequate.

H. The procuring or existence of insurance shall not be construed or deemed as a limitation on liability relating to Vendor's performance or as full performance of or compliance with the indemnification provisions of this Agreement.

6. ASSIGNMENT AND SUBCONTRACTING. This Agreement contemplates the personal services of Vendor and Vendor's employees, and the parties acknowledge that a substantial inducement to City for entering this Agreement was and is the professional reputation and competence of Vendor and Vendor's employees. Vendor shall not assign its rights or delegate its duties under this Agreement, or any interest in this Agreement, or any portion of it, without the prior approval of City, except that Vendor may with the prior approval of the City Manager of City, assign any moneys due or to become due Vendor under this Agreement. Any attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of an attempted assignment or delegation. Furthermore, Vendor shall not subcontract any portion of its performance without the prior approval of the City Manager or designee, or substitute an approved sub-Vendor or contractor without approval prior to the substitution. Nothing stated in this Section shall prevent Vendor from employing as many employees as Vendor deems necessary for performance of this Agreement.

7. CONFLICT OF INTEREST. Vendor, by executing this Agreement, certifies that, at the time Vendor executes this Agreement and for its duration, Vendor does not and will not perform services for any other client which would create a conflict, whether monetary or otherwise, as between the interests of City and the interests of that other client. And, Vendor shall obtain similar certifications from Vendor's employees, sub-Vendors and contractors.

8. MATERIALS. Vendor shall furnish all labor and supervision, supplies, materials, tools, machinery, equipment, appliances, transportation and services necessary to or used in the performance of Vendor's obligations under this Agreement, except as stated in Exhibit "C".

9. OWNERSHIP OF DATA. All materials, information and data prepared, developed or assembled by Vendor or furnished to Vendor in connection with this Agreement, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material and memorandum ("Data") shall be the exclusive property of City. Data shall be given to City, and City shall have the unrestricted right to use and disclose the Data in any manner and for any purpose without payment of further compensation to Vendor. Copies of Data may be retained by Vendor but Vendor warrants that Data shall not be made available to any person or entity for use without the prior approval of City. This warranty shall survive termination of this Agreement for five (5) years.

10. TERMINATION. Either party shall have the right to terminate this Agreement for any reason or no reason at any time by giving fifteen (15) calendar days prior notice to the other party. In the event of termination under this Section, City shall pay Vendor for services satisfactorily performed and costs incurred up to the effective date of termination for which Vendor has not been previously paid. The procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective date of termination, Vendor shall deliver to City all Data developed or accumulated in the performance of this Agreement, whether in draft or final form, or in process. And, Vendor acknowledges and agrees that City's obligation to make final payment is conditioned on Vendor's delivery of the Data to City.

11. CONFIDENTIALITY. Vendor shall keep all Data confidential and shall not disclose the Data or use the Data directly or indirectly, other than in the course of performing its services, during the term of this Agreement and for five (5) years following expiration or termination of this Agreement. In addition, Vendor shall keep confidential all information, whether written, oral or visual, obtained by any means whatsoever in the course of performing its services for the same period of time. Vendor shall not disclose any or all of the Data to any third party, or use it for Vendor's own benefit or the benefit of others except for the purpose of this Agreement.



12. BREACH OF CONFIDENTIALITY. Vendor shall not be liable for a breach of confidentiality with respect to Data that: (a) Vendor demonstrates Vendor knew prior to the time City disclosed it; or (b) is or becomes publicly available without breach of this Agreement by Vendor; or (c) a third party who has a right to disclose does so to Vendor without restrictions on further disclosure; or (d) must be disclosed pursuant to subpoena or court order.

13. ADDITIONAL SERVICES. The City has the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the RFP or make changes by altering, adding to or deducting from the work. No extra work may be undertaken unless a written order is first given by the City, incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement. Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in the time to perform of One Hundred Eighty (180) days or less, may be approved by the City Representative. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Vendor that the provisions of this paragraph do not apply to services specifically set forth in the RFP or reasonably contemplated in the RFP. Vendor acknowledges that it accepts the risk that the services to be provided pursuant to the RFP may be more costly or time consuming than Vendor anticipates and that Vendor will not be entitled to additional compensation for the services set forth in the RFP.

14. RETENTION OF FUNDS. Vendor authorizes the City to deduct from any amount payable to Vendor (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the City for any losses, costs, liabilities or damages suffered by the City, and all amounts for which the City may be liable to third parties, by reason of Vendor's acts or omissions in performing or failing to perform Vendor's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Vendor, or any indebtedness exists that appears to be the basis for a claim of lien, the City may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the City to exercise the right to deduct or to withhold will not, however, affect the obligations of Vendor to insure, indemnify and protect the City as elsewhere provided in this Agreement.

15. AMENDMENT. This Agreement, including all Exhibits, shall not be amended, nor any provision or breach waived, except in writing signed by the parties which expressly refers to this Agreement.

16. LAW.

A. This Agreement shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of laws). Vendor shall comply with all laws, ordinances, rules and regulations of and obtain all permits, licenses and certificates required by all federal, state and local governmental authorities. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

B. If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

17. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.



18. INDEMNITY. Vendor shall, with respect to services performed in connection with this Agreement, indemnify and hold harmless City, its Boards, Commissions, and their officials, employees and agents (collectively in this Section, "City") from and against any and all liability, claims, allegations, demands, damage, loss, causes of action, proceedings, penalties, costs and expenses (including attorney's fees, court costs, and expert and witness fees) (collectively "Claims" or individually "Claim") arising, directly or indirectly, in whole or in part, out of any negligent act or omission of Vendor, its officers, employees, agents, sub-Vendors or anyone under Vendor's control (collectively "Indemnitor"), breach of this Agreement by Indemnitor, misrepresentation or willful misconduct by Indemnitor, and Claims by any employee of Indemnitor relating in any way to workers' compensation. Independent of the duty to indemnify and as a free-standing duty on the part of Vendor, Vendor shall defend City and shall continue this defense until the Claim is resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach or the like on the part of Indemnitor shall be required for the duty to defend to arise. Vendor shall notify City of any Claim within ten (10) days. Likewise, City shall notify Vendor of any Claim, shall tender the defense of the Claim to Vendor, and shall assist Vendor at Vendor's sole expense, as may be reasonably requested, in the defense.

19. FORCE MAJEURE. If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance will be excused for a period equal to the period of such cause for failure to perform.

20. AMBIGUITY. In the event of any conflict or ambiguity between this Agreement and any Exhibit, the provisions of this Agreement shall govern.

21. COSTS. If there is any legal proceeding between the parties to enforce or interpret this Agreement or to protect or establish any rights or remedies under it, the prevailing party shall be entitled to its costs, including reasonable attorneys' fees.

22. NONDISCRIMINATION.

A. In connection with performance of this Agreement and subject to applicable rules and regulations, Vendor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability. Vendor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. These actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. It is the policy of City to encourage the participation of Disadvantaged, Minority and Women-Owned Business Enterprises in City's procurement process, and Vendor agrees to use its best efforts to carry out this policy in its use of sub-Vendors and contractors to the fullest extent consistent with the efficient performance of this Agreement. Vendor may rely on written representations by sub-Vendors and contractors regarding their status. City's policy is attached as Exhibit "D" to this Agreement. Vendor shall report to City in May and in December or, in the case of short-term agreements, prior to invoicing for final payment, the names of all sub-Vendors and contractors hired by Vendor for this Project and information on whether or not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

23. NOTICES. Any notice or approval required by this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Vendor at the address first stated above, and to City at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy to the City Clerk at the same address. Notice of change of address shall be given in the same manner as stated for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever occurs first.



24. WAIVER. The acceptance of any services or the payment of any money by City shall not operate as a waiver of any provision of this Agreement or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

25. CONTINUATION. Termination or expiration of this Agreement shall not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 18, 21 and 28 prior to termination or expiration of this Agreement.

26. TAX REPORTING. As required by federal and state law, City is obligated to and will report the payment of compensation to Vendor on Form 1099-Misc. Vendor shall be solely responsible for payment of all federal and state taxes resulting from payments under this Agreement. Vendor's Employer Identification Number is _____ . If Vendor has a Social Security Number rather than an Employer Identification Number, then Vendor shall submit that Social Security Number in writing to City's Accounts Payable, Department of Financial Management. Vendor acknowledges and agrees that City has no obligation to pay Vendor until Vendor provides one of these numbers.

27. ADVERTISING. Vendor shall not use the name of City, its officials or employees in any advertising or solicitation for business or as a reference, without the prior approval of the City Manager or designee.

28. AUDIT. City shall have the right at all reasonable times during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of Vendor relating to this Agreement.

29. THIRD PARTY BENEFICIARY. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.


30. INTERPRETATION. The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

31. VENDOR'S AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of the Vendor warrant that (1) the Vendor is duly organized and existing; (2) they are duly authorized to execute this Agreement on behalf of the Vendor; (3) by so executing this Agreement, the Vendor is formally bound to the provisions of this Agreement; and (4) the entering into this Agreement does not violate any provision of any other Agreement to which the Vendor is bound.

REQUEST FOR PROPOSAL

ADDENDUM #1

PROPOSAL NO: FM 09-016	ISSUE DATE: 3/11/2009	PROPOSAL TITLE: Provide Meter Reading Services and Optional AMR Installation
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SUBMIT PROPOSAL TO:  City of Long Beach Purchasing Department	CONTACT PERSON: Tim Almond Langham Consulting Services Inc.
	EMAIL ADDRESS: TAlmond@Langhamconsulting.net
	PHONE: (702)278-4302

PROPOSAL ISSUED:	2/26/2009
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This addendum describes changes to RFP # FM 09-016.

The following paragraphs replace section A2.8 of the RFP.

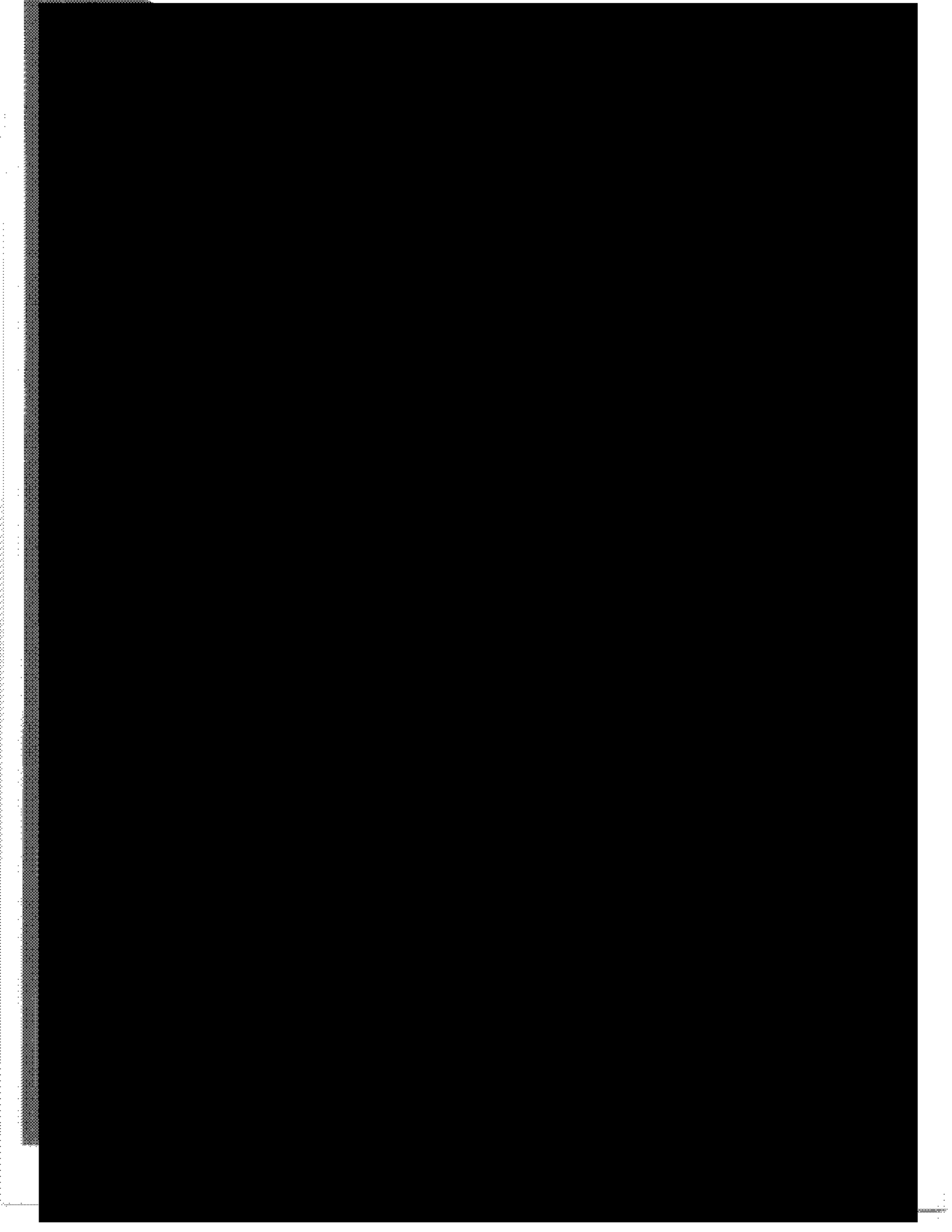
A2.8 PROPOSAL DEPOSIT WITH PERFORMANCE BOND

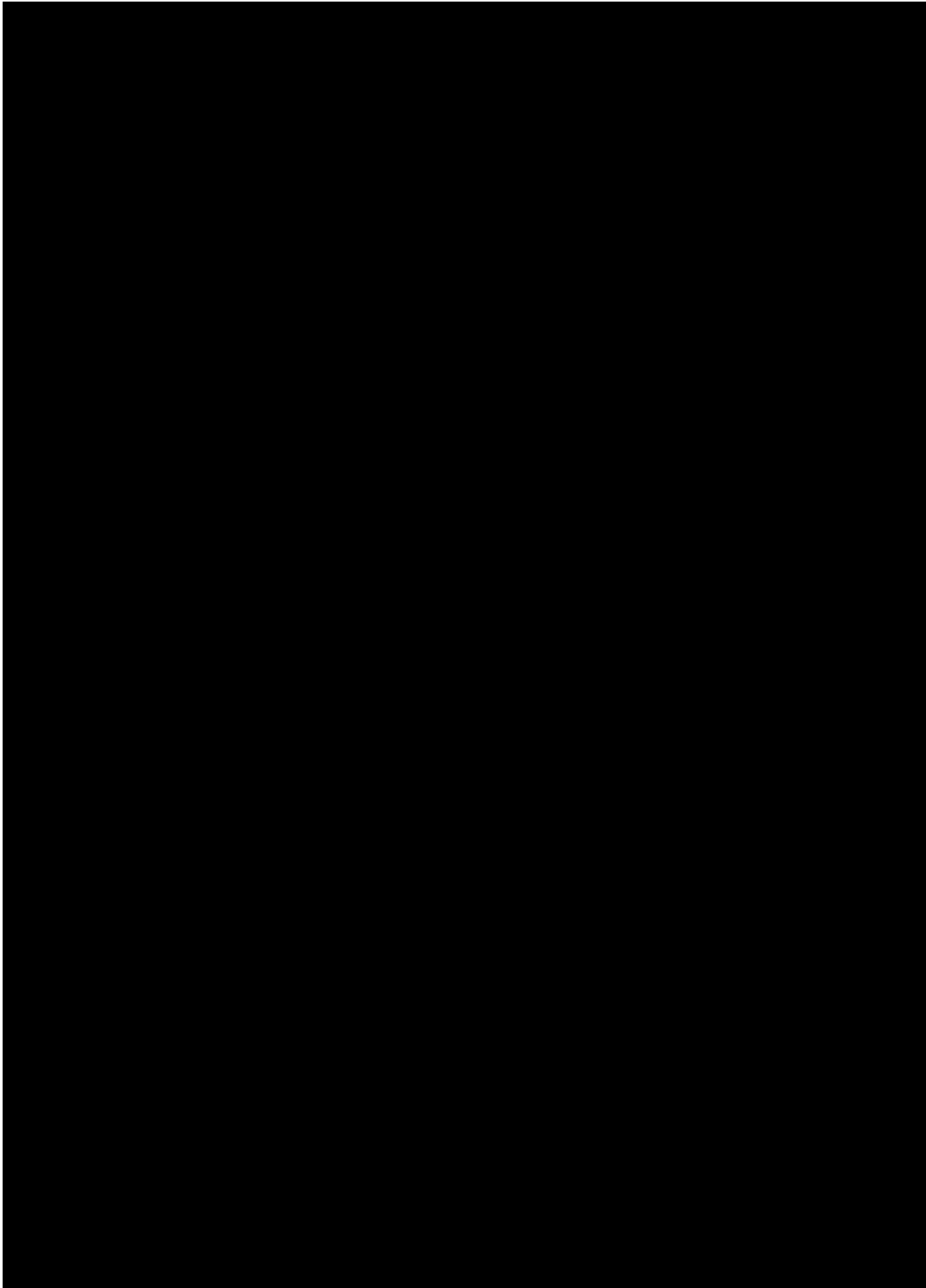
A proposal deposit in the amount of \$100,000.00 shall accompany each Technical Proposal. The proposal deposit must be in the form of a bid bond, cashier's check, certified check, bank draft, trust company treasurer's check or irrevocable letter of credit. Checks shall be payable to City of Long Beach. Personal, company checks or cash will not be accepted. Negotiable instruments (as listed above) of the unsuccessful proposers shall be returned upon award of proposal by CLB.

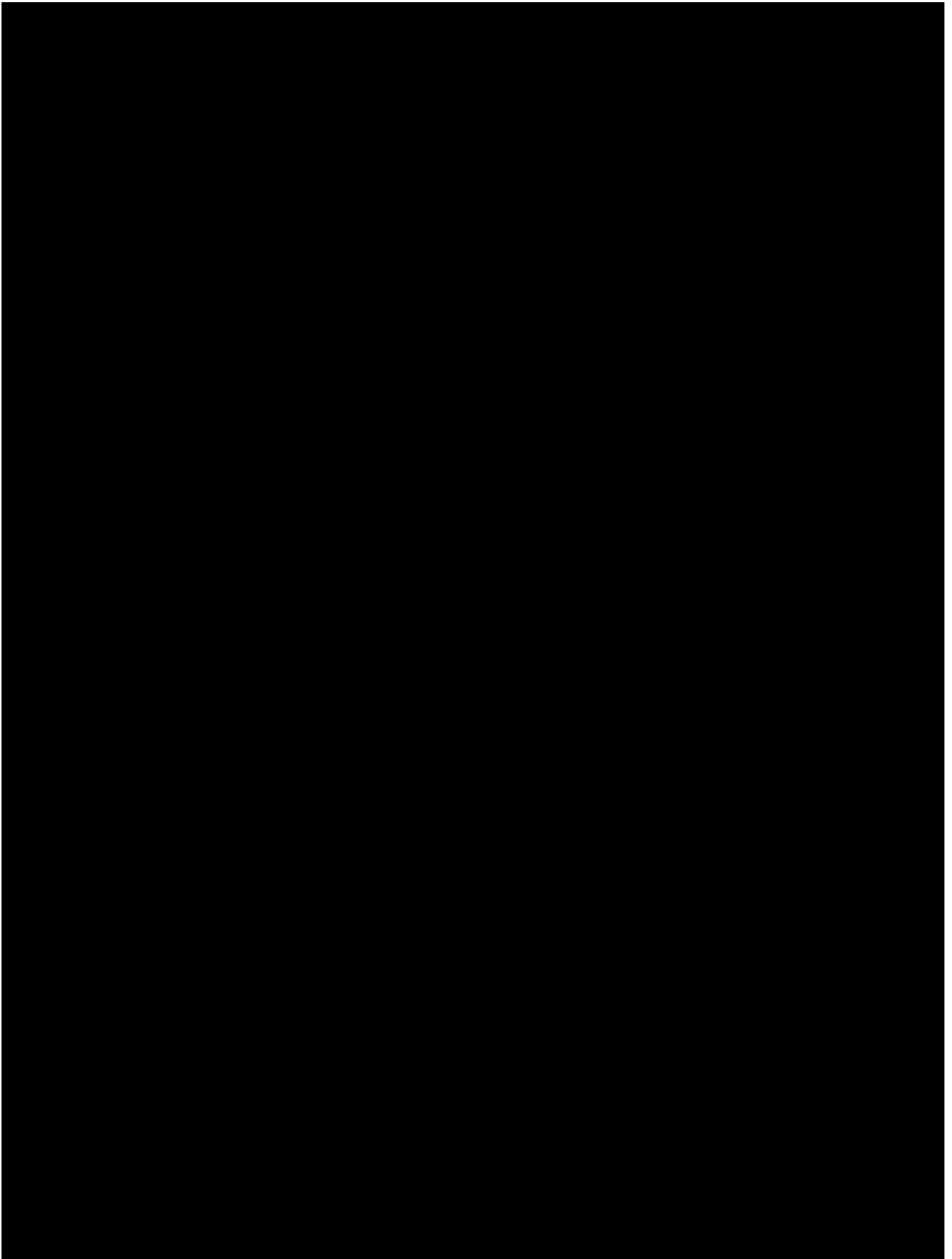
The successful proposer must supply a Performance Bond in the amount of \$500,000.00 prior to execution of the contract or issuance of a Purchase Order. The Performance Bond shall remain in effect throughout the entire contract. Upon receipt of the Performance Bond, the proposal deposit will be returned. The deposit is subject to be forfeited if the successful proposer fails to execute the written contract and furnish the required performance bond or to satisfy any other conditions precedent, within a reasonable time as determined by CLB.

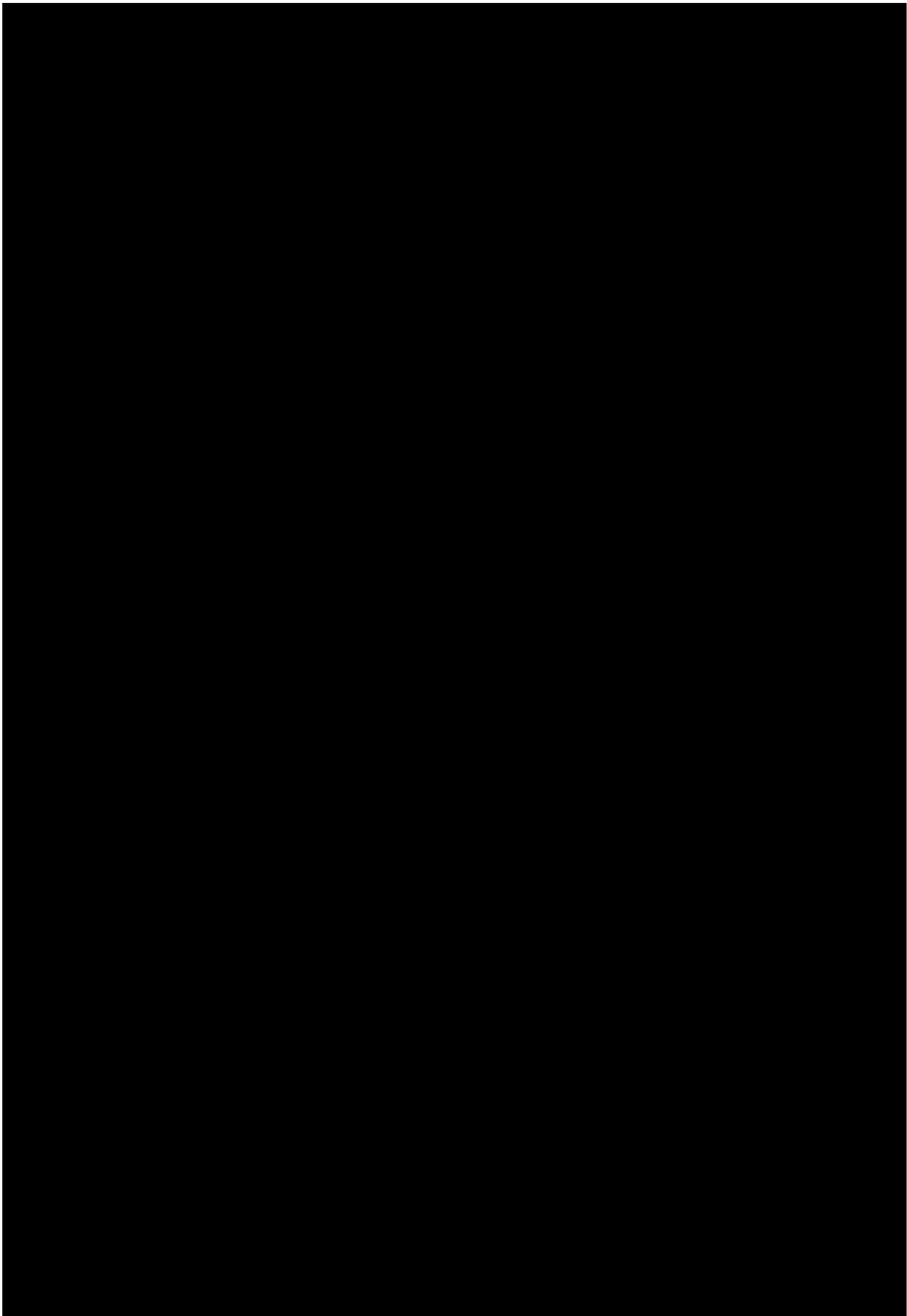
EXHIBIT “B”

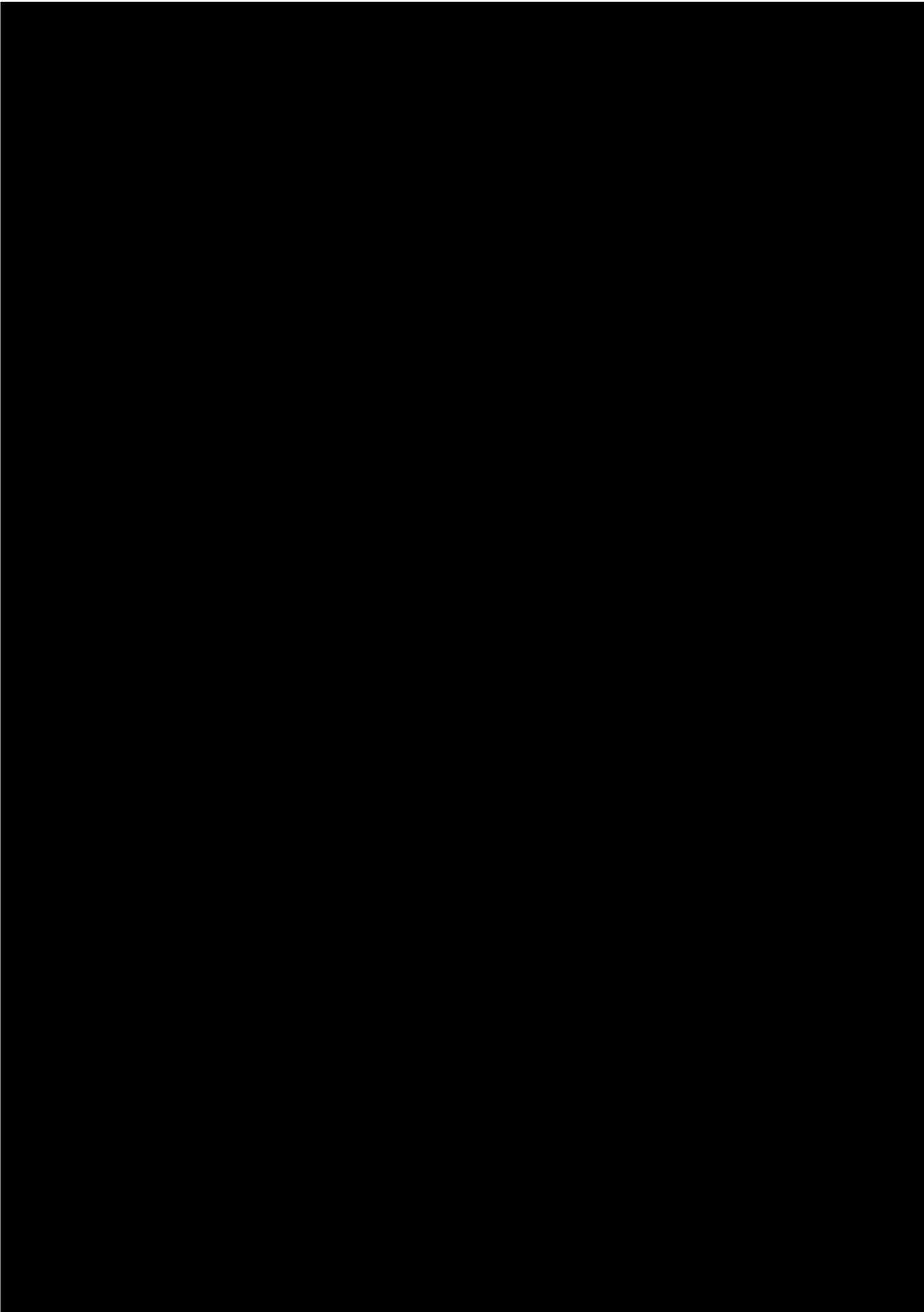
Corix Proposal

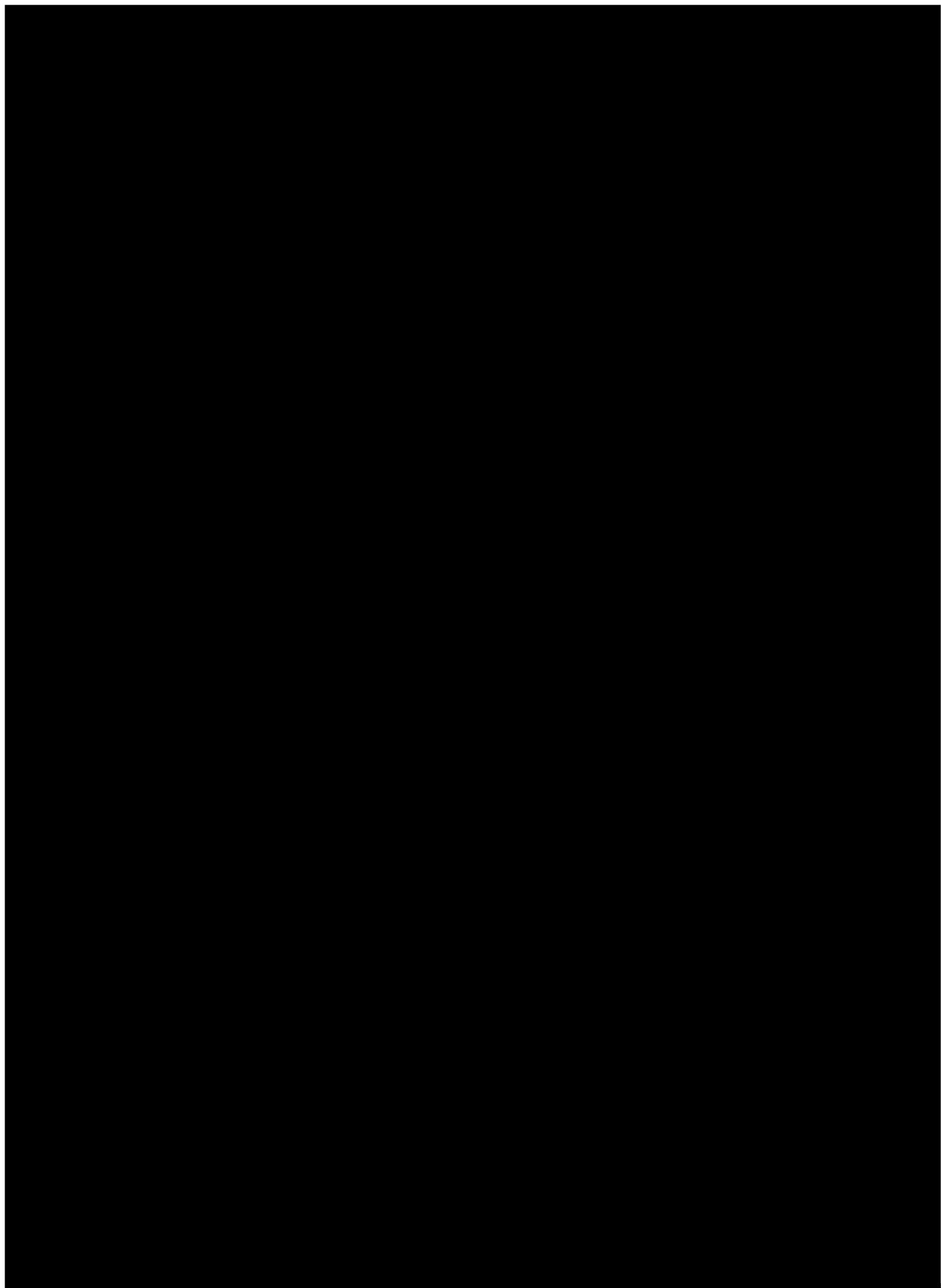


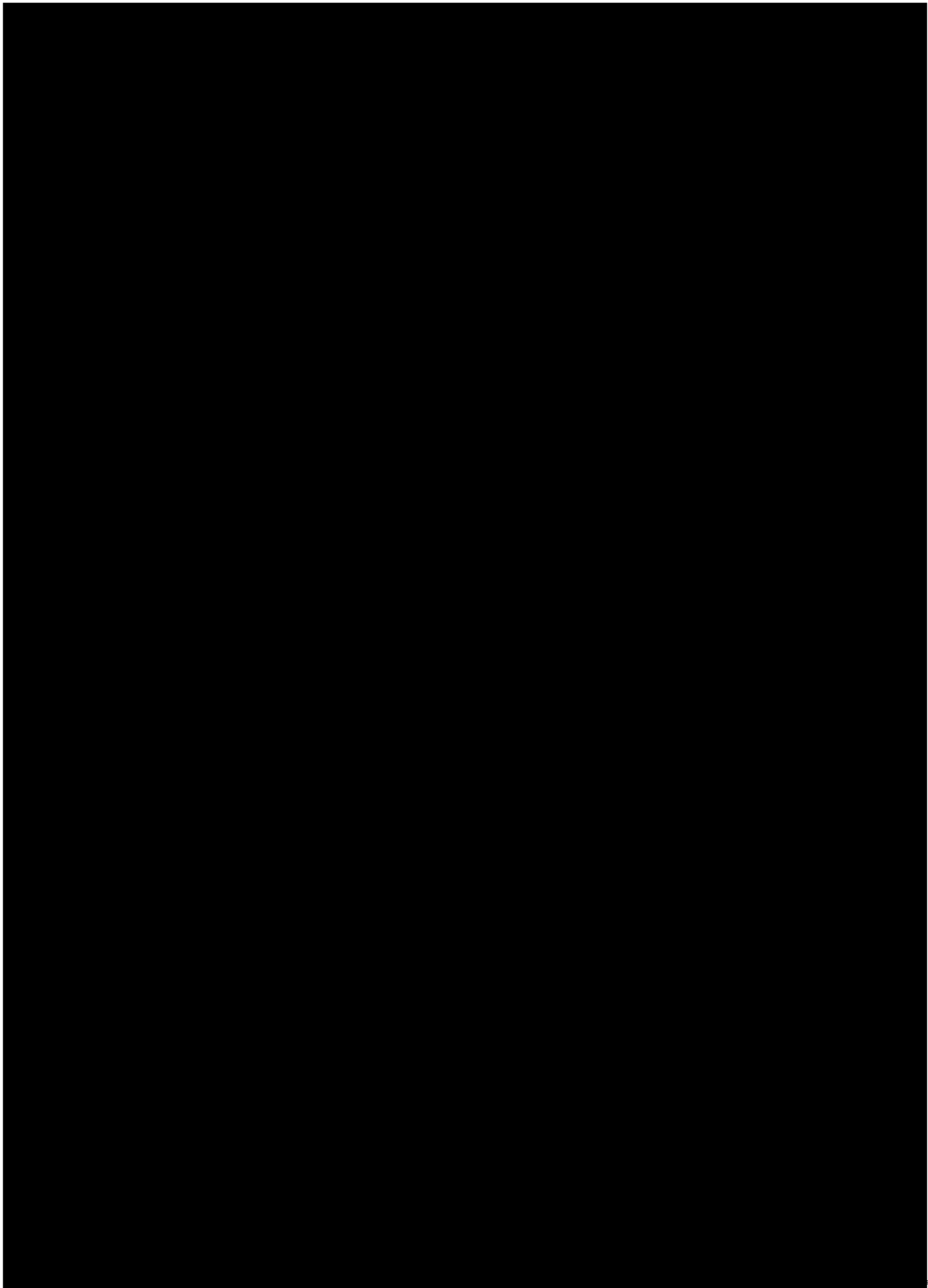


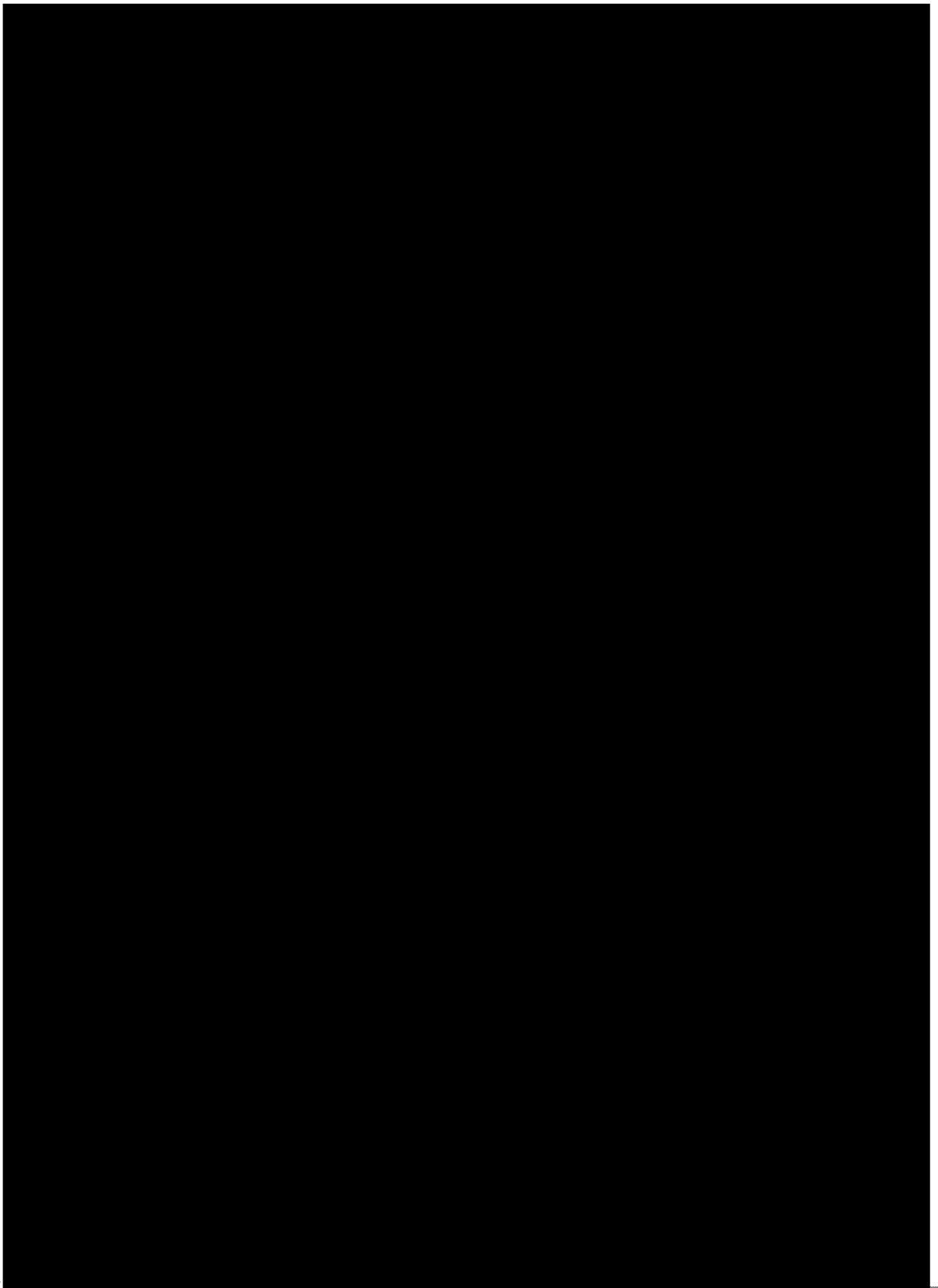


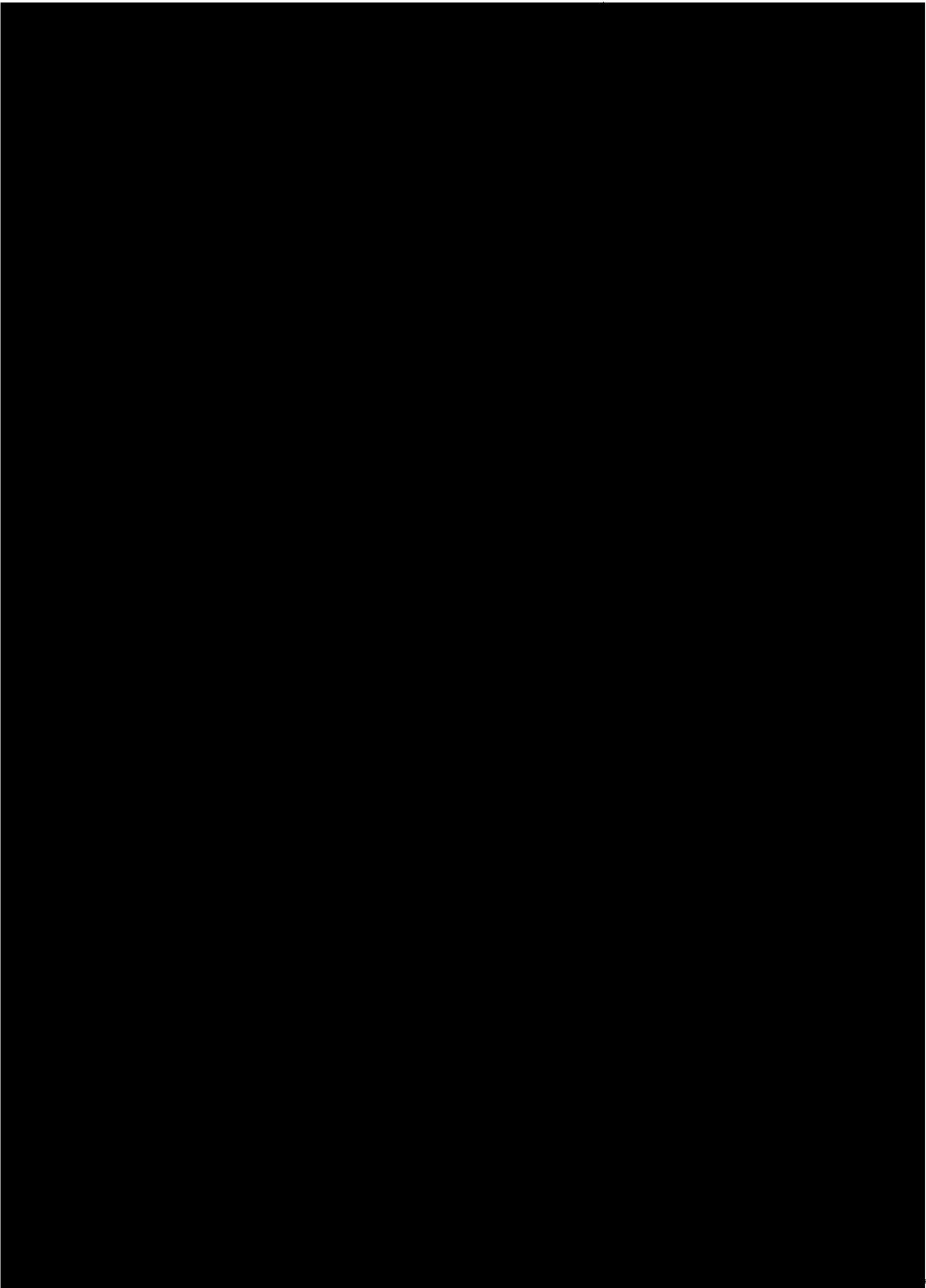


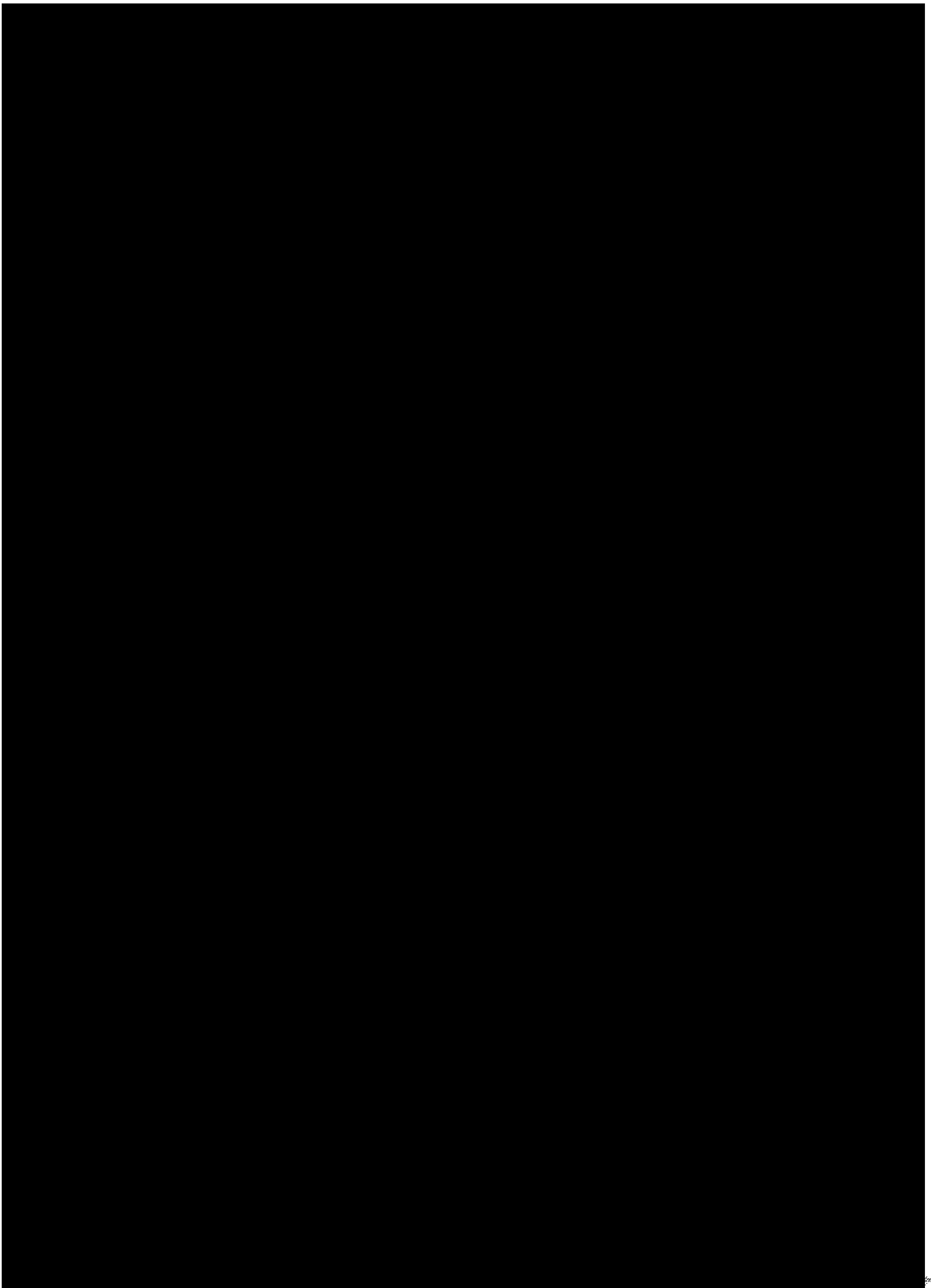


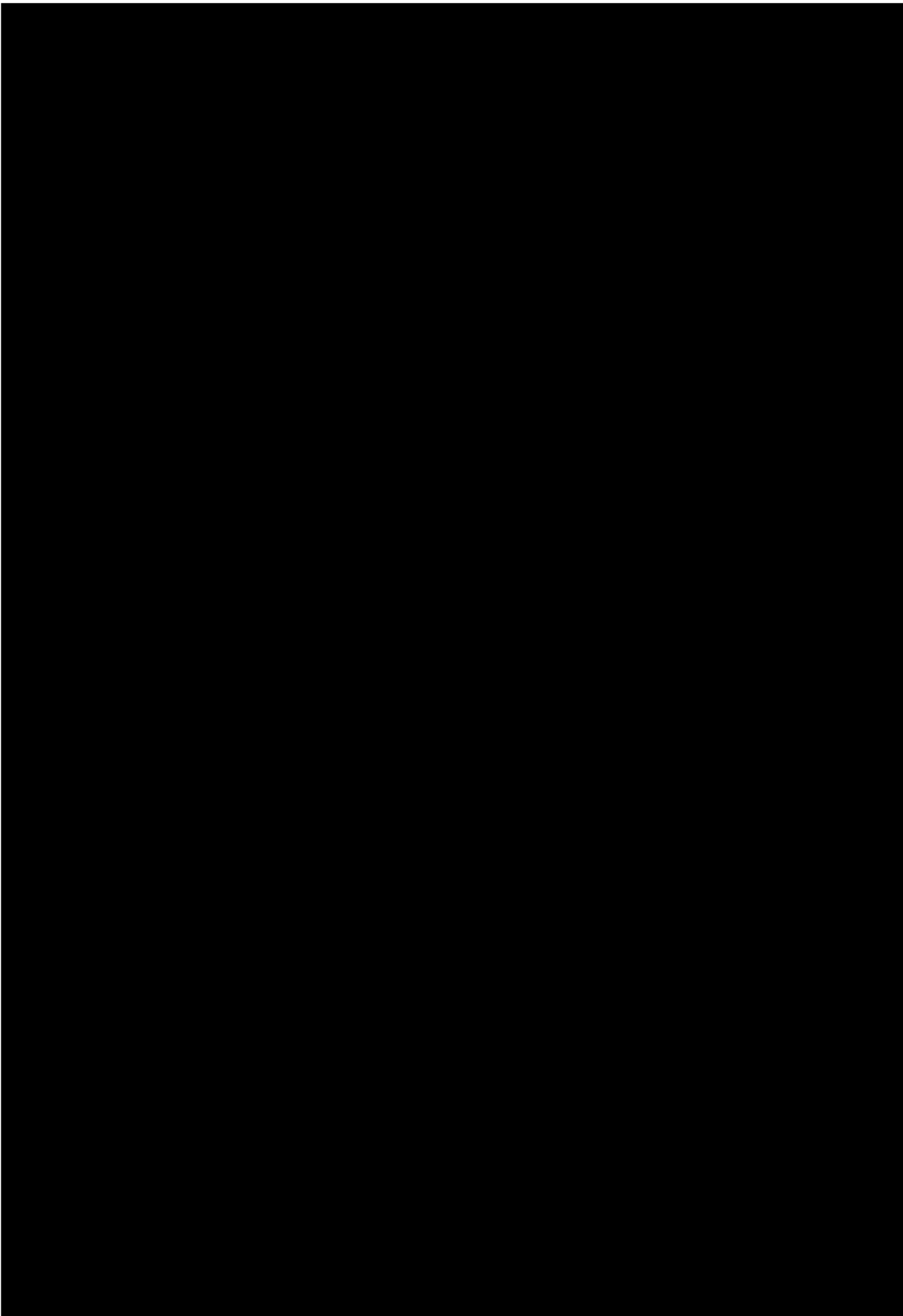


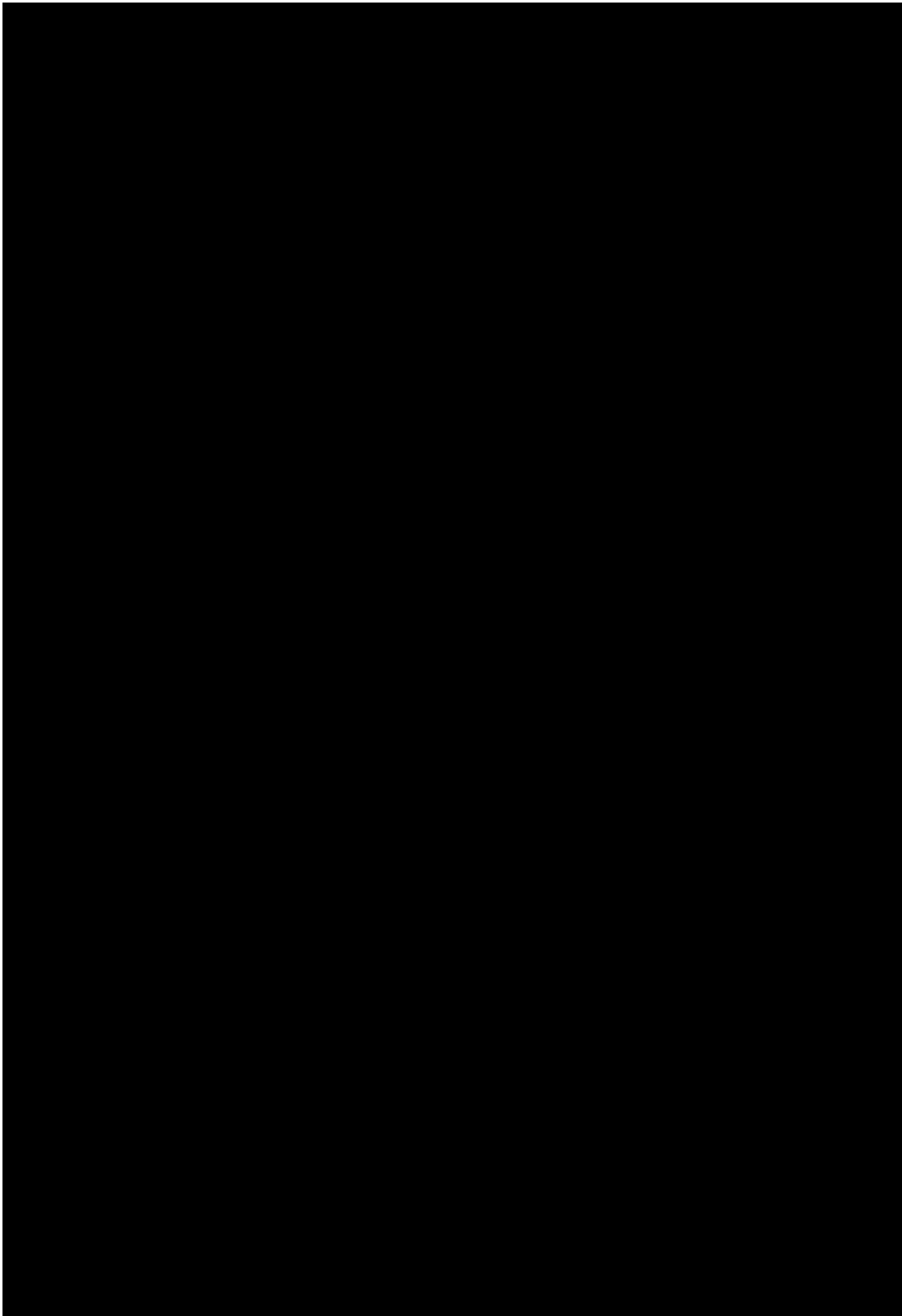


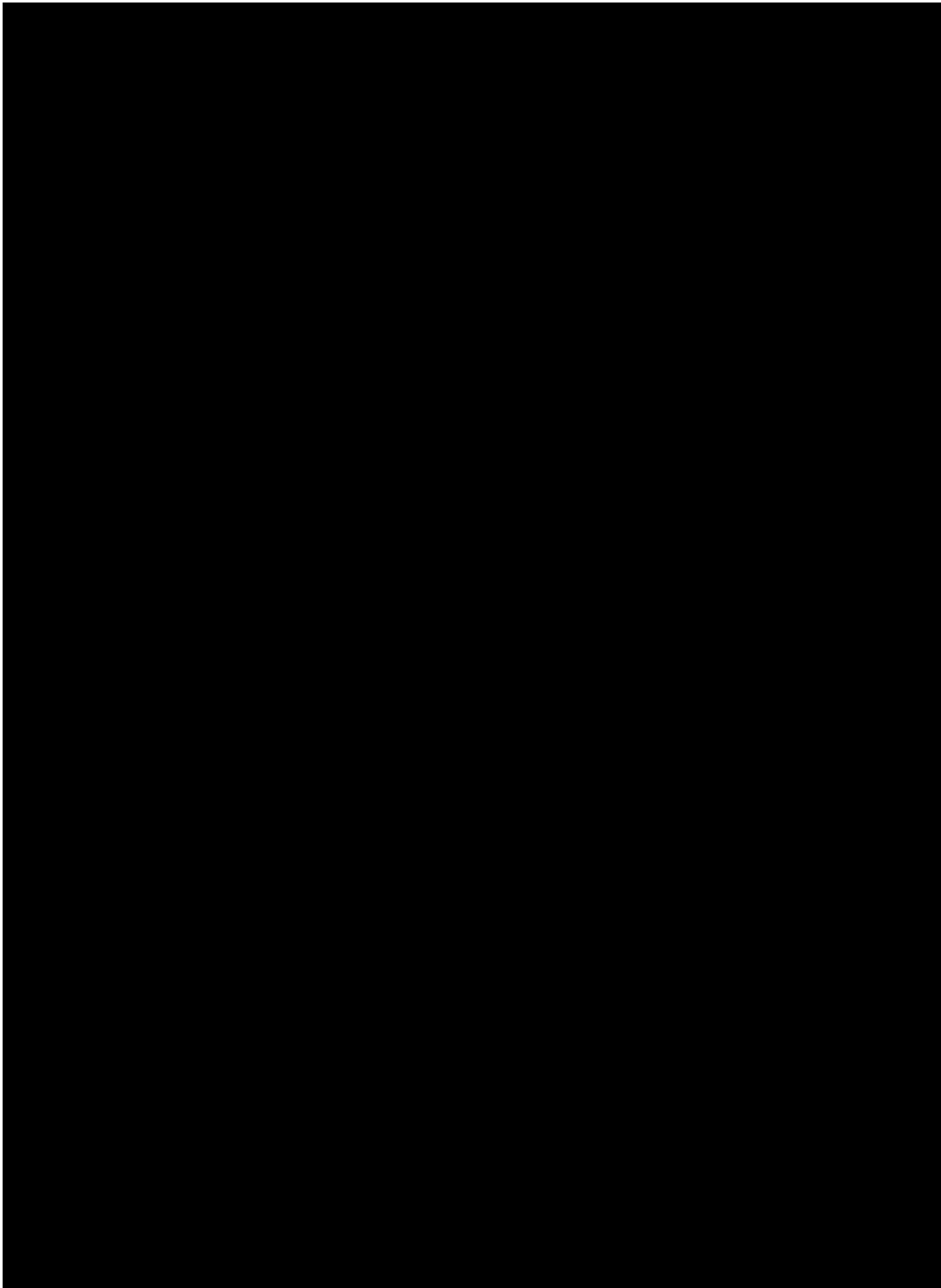


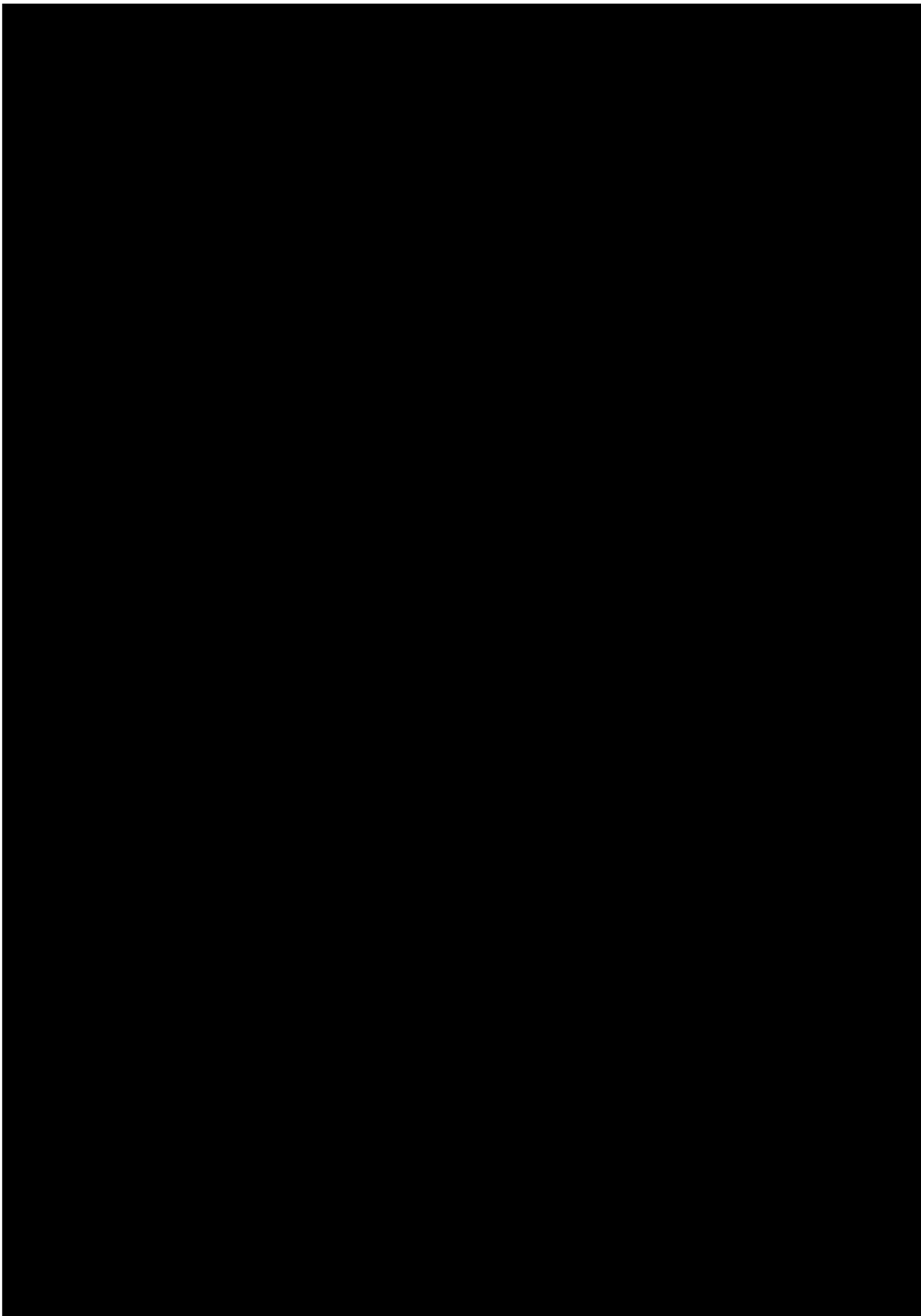


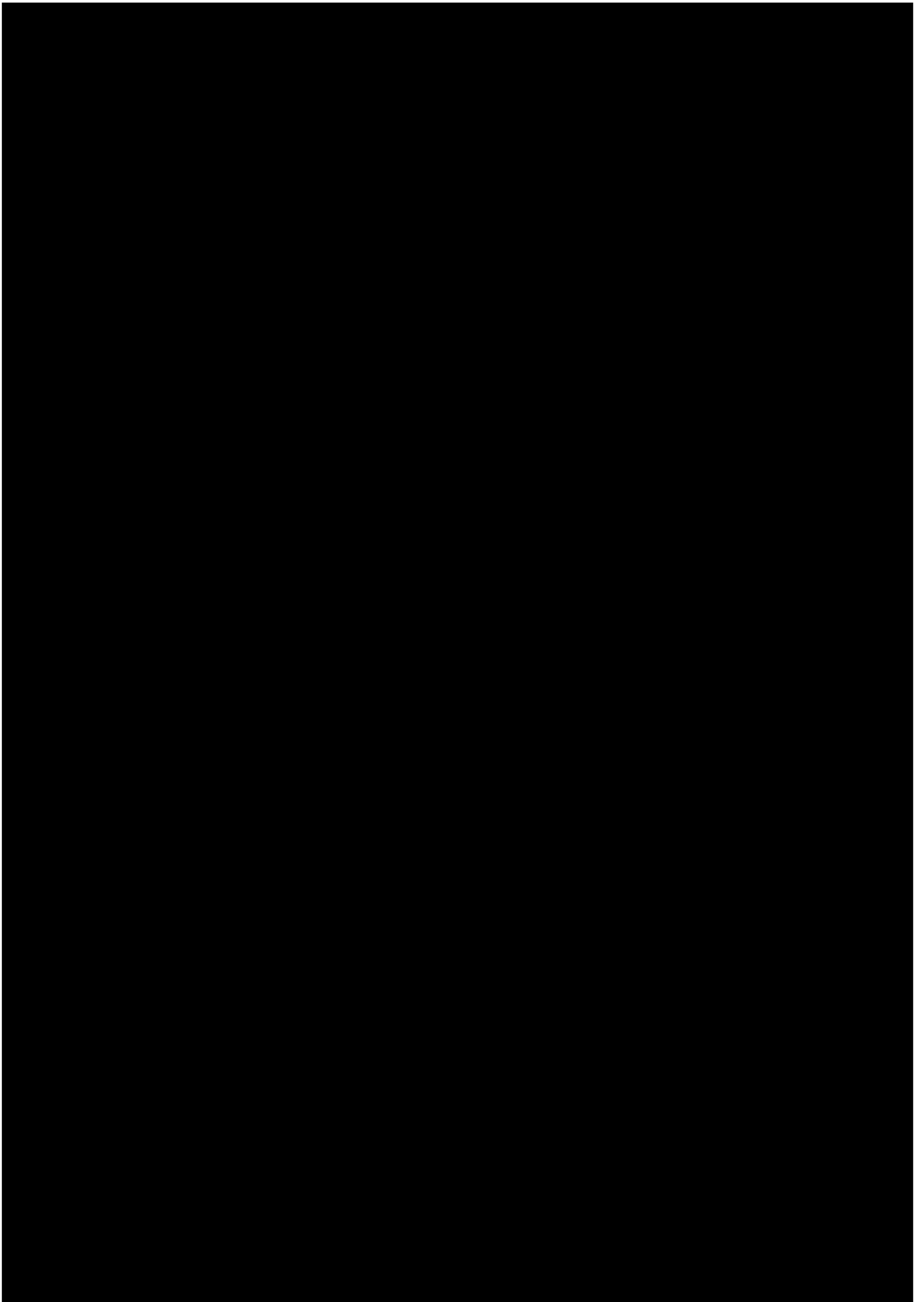


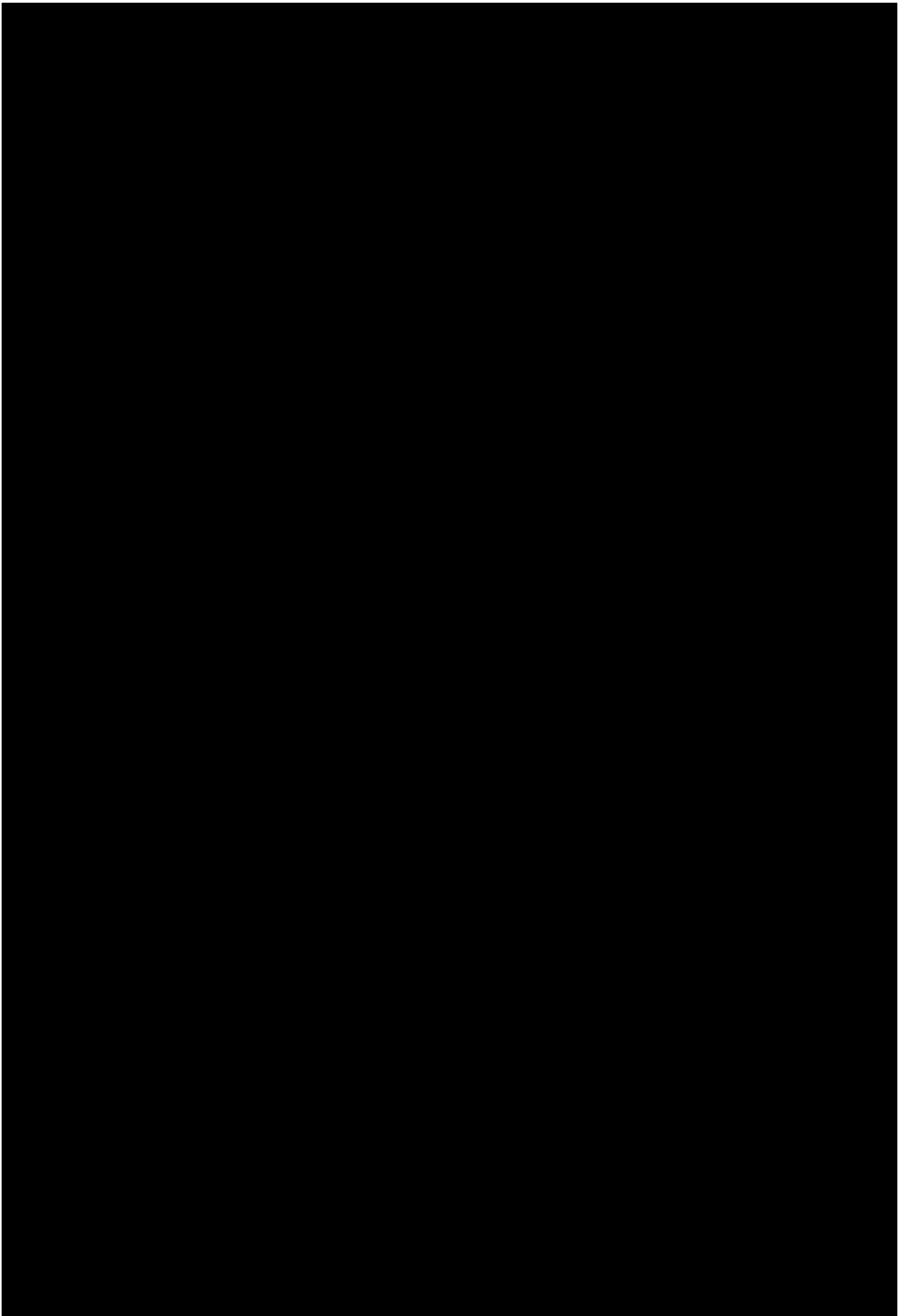


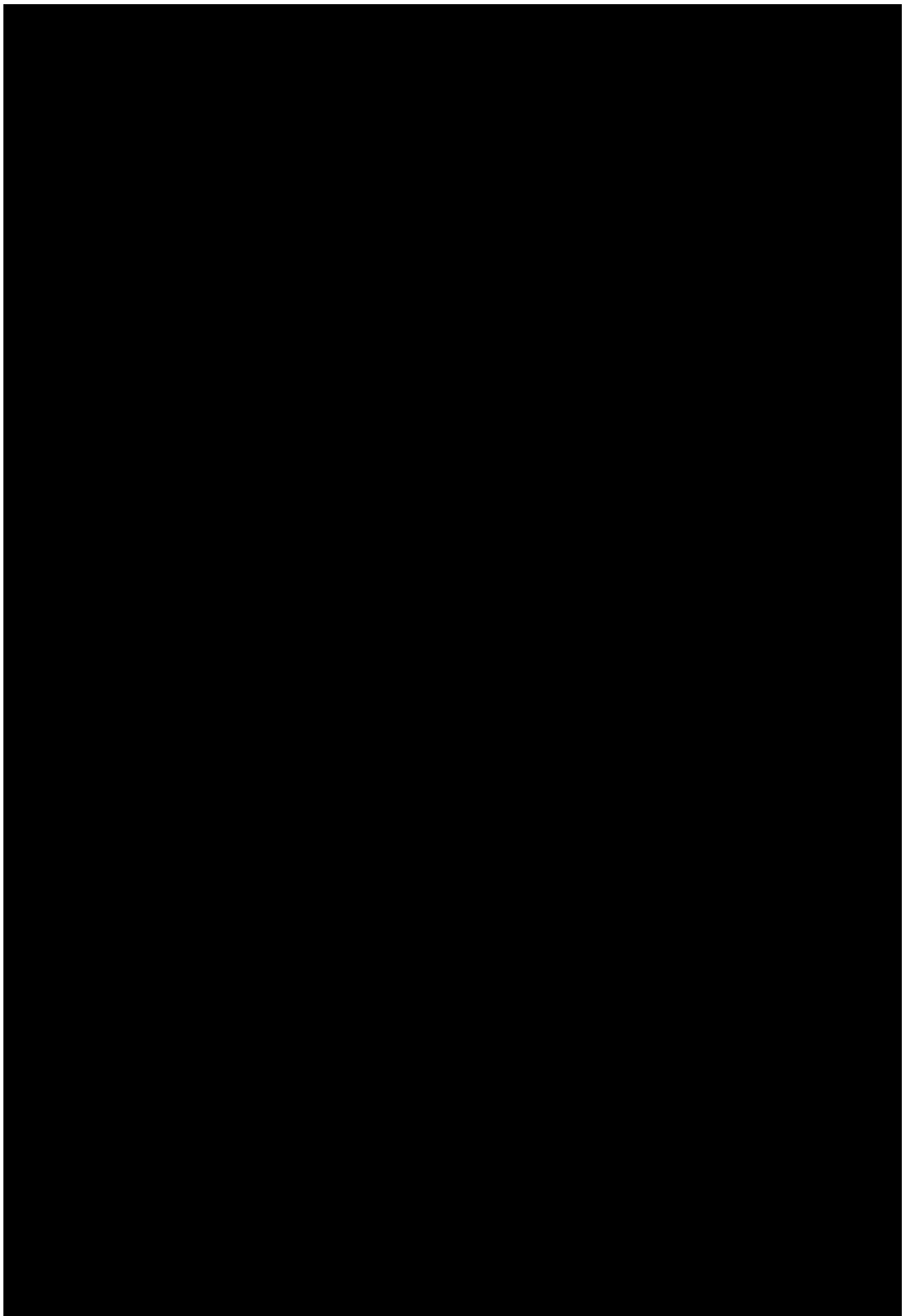


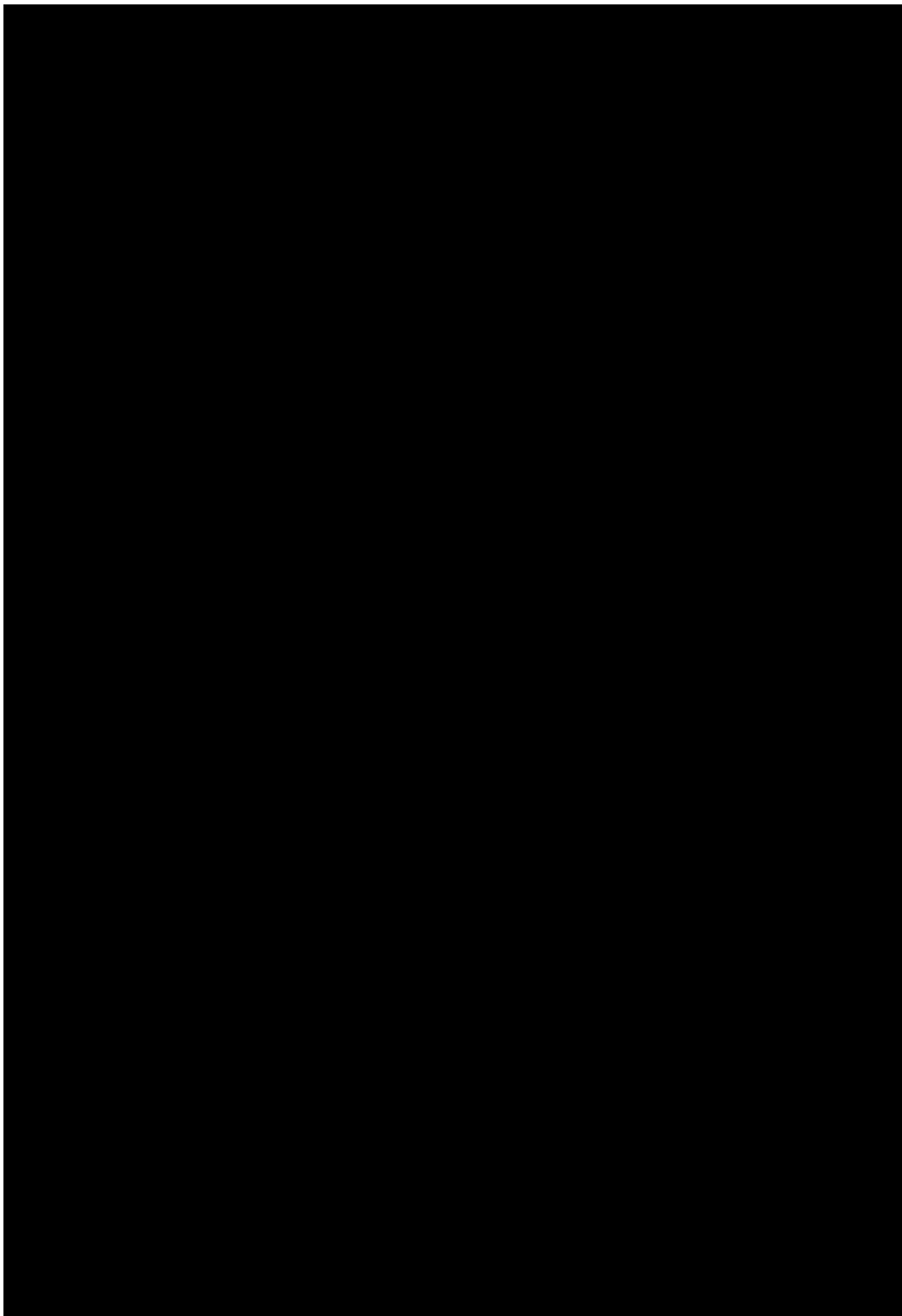


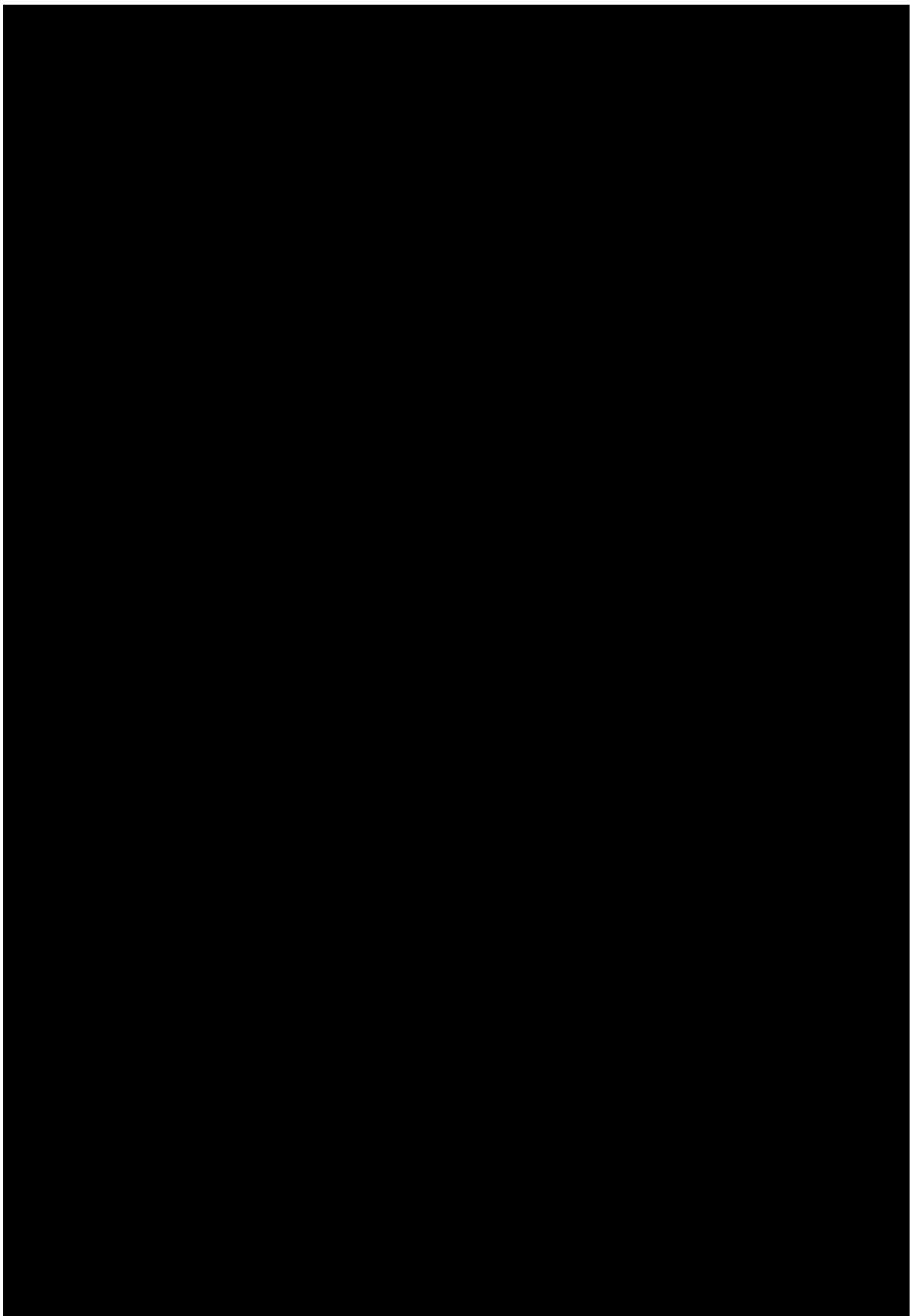


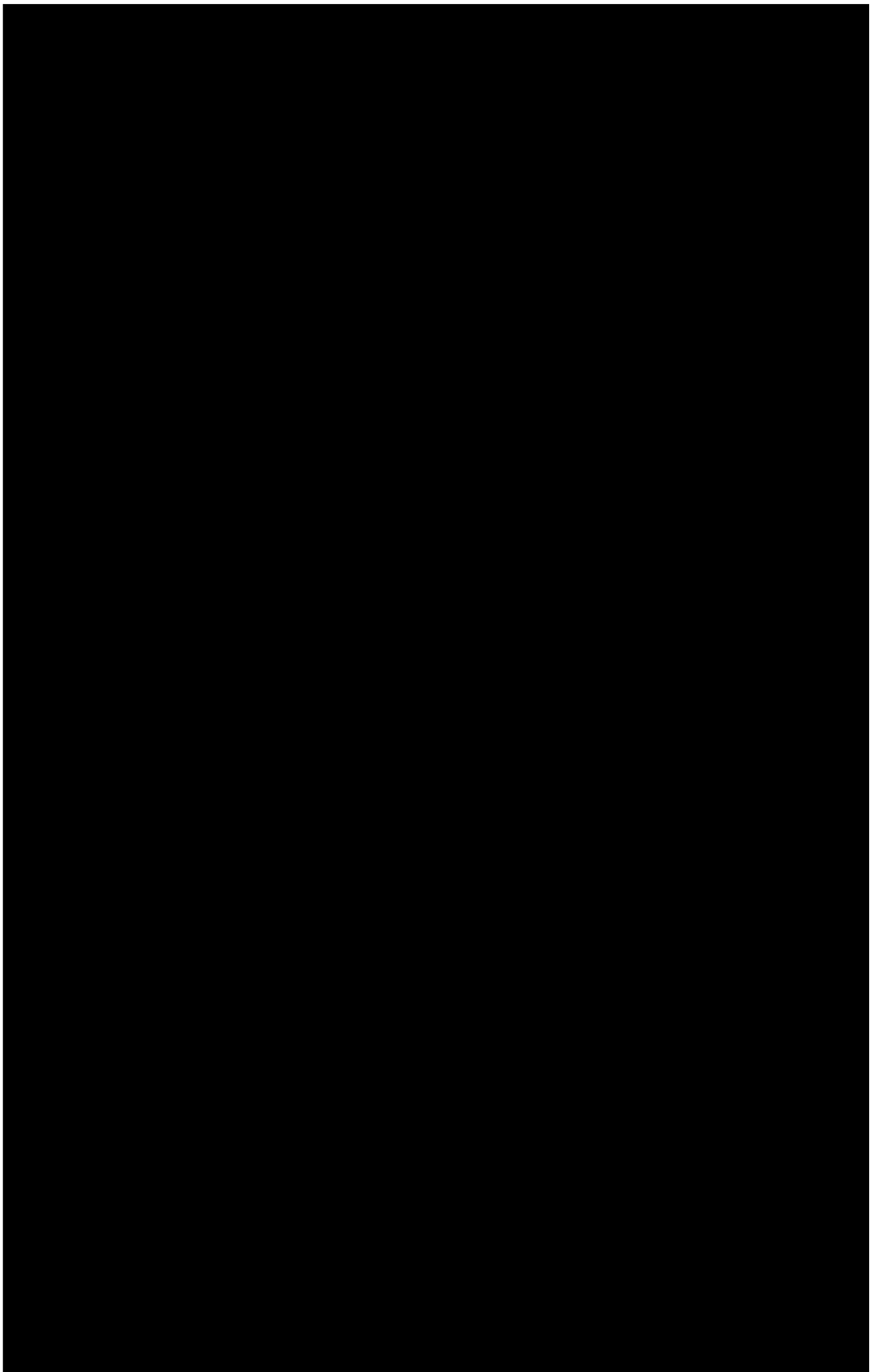


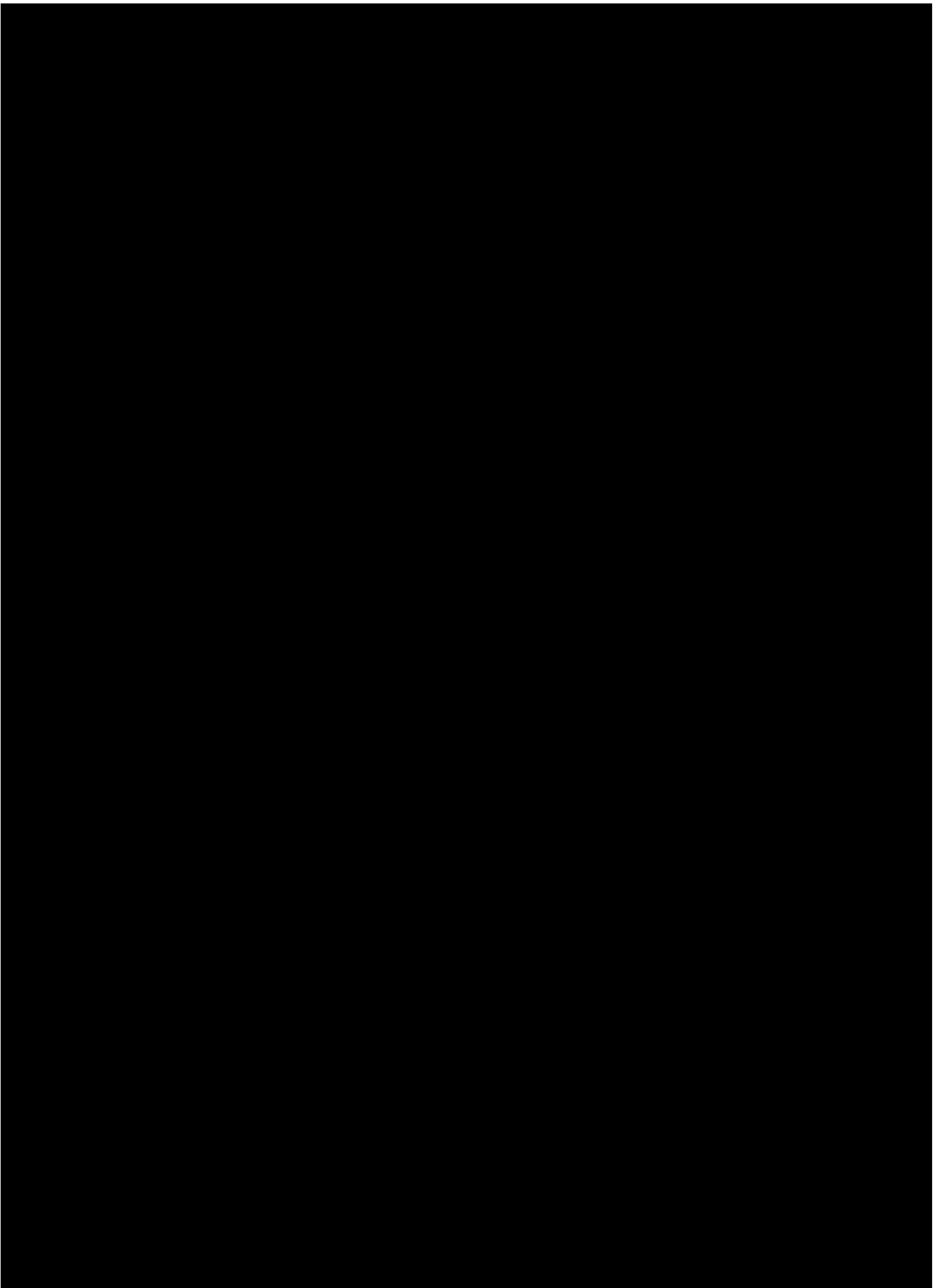


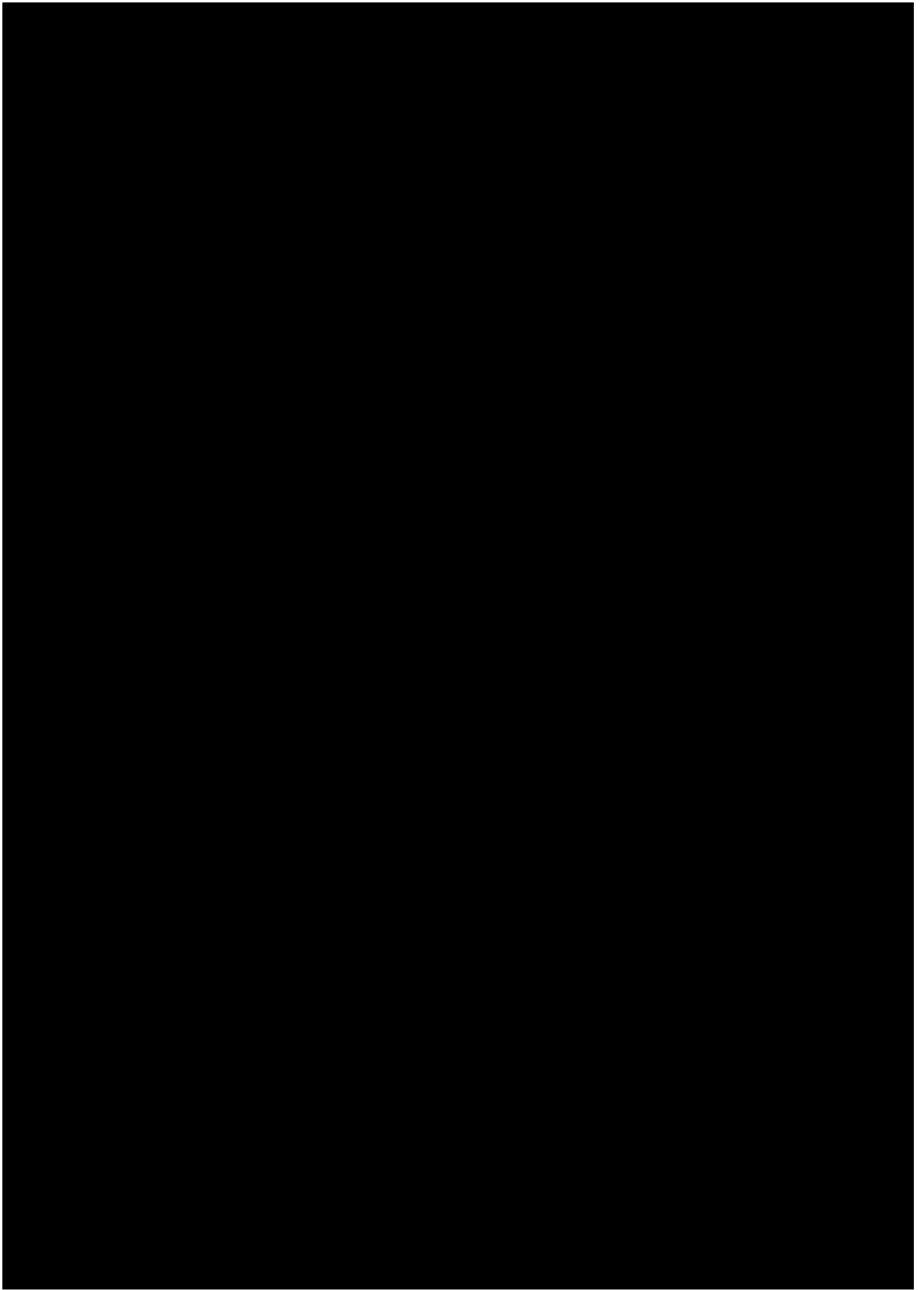


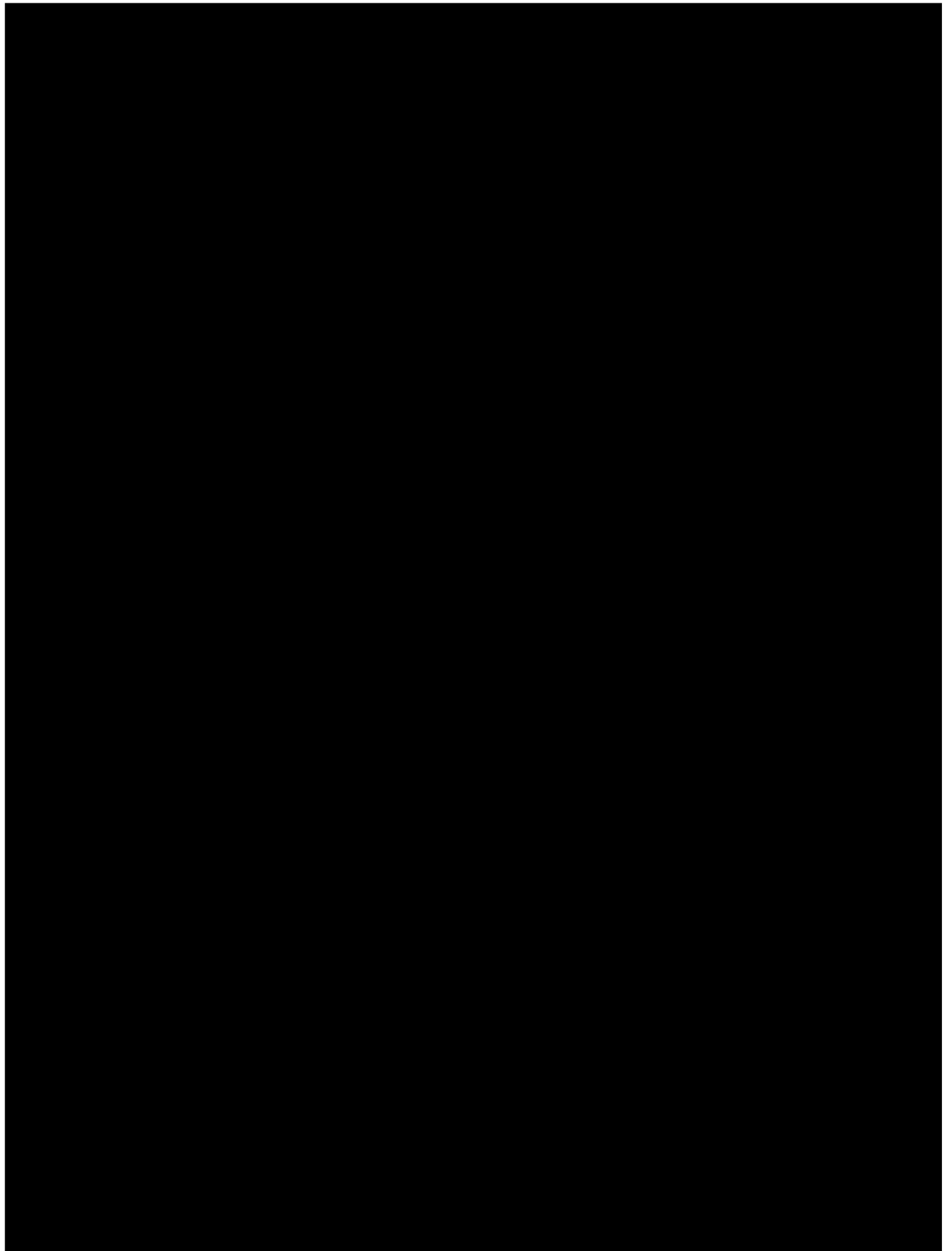


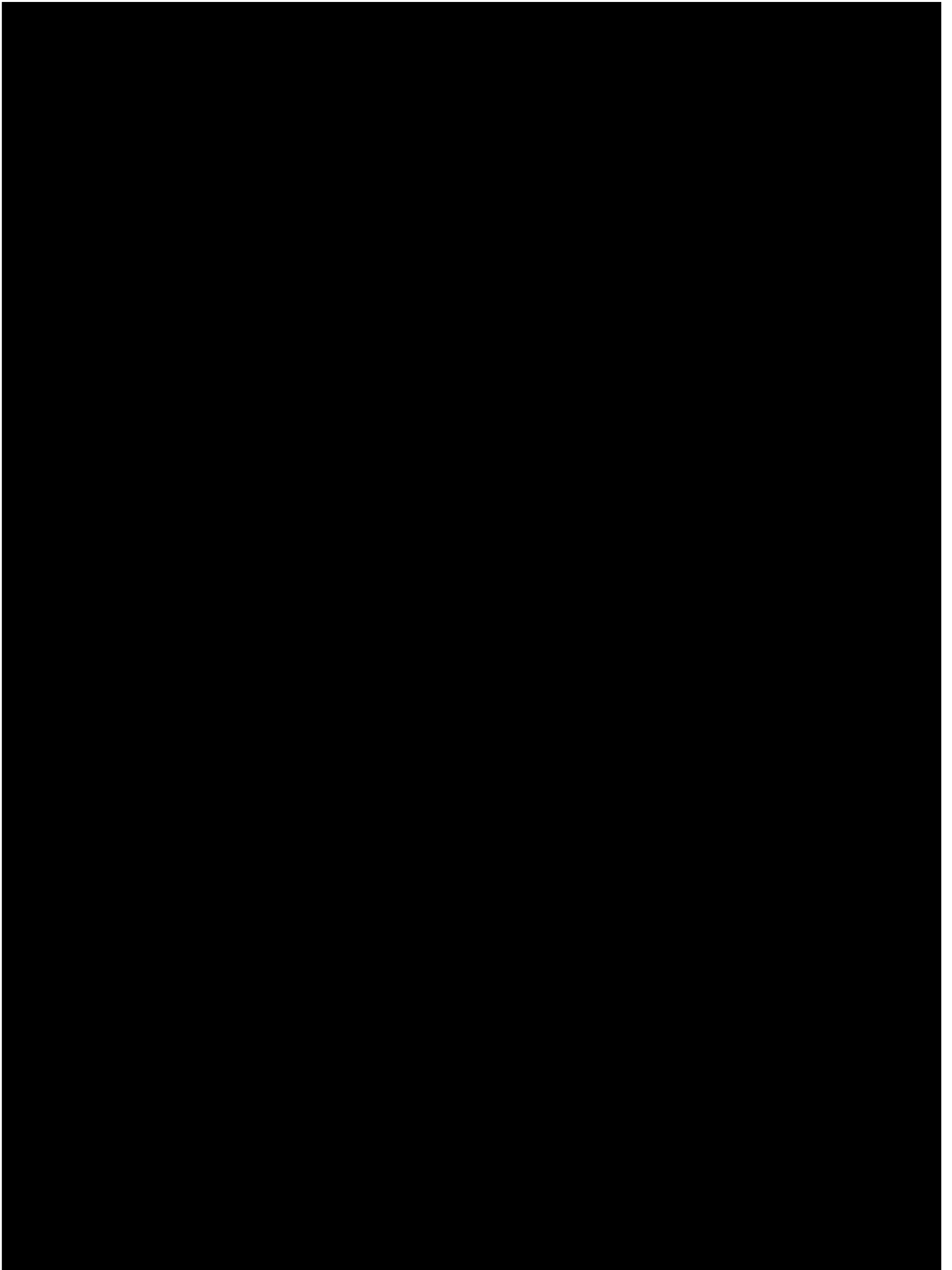


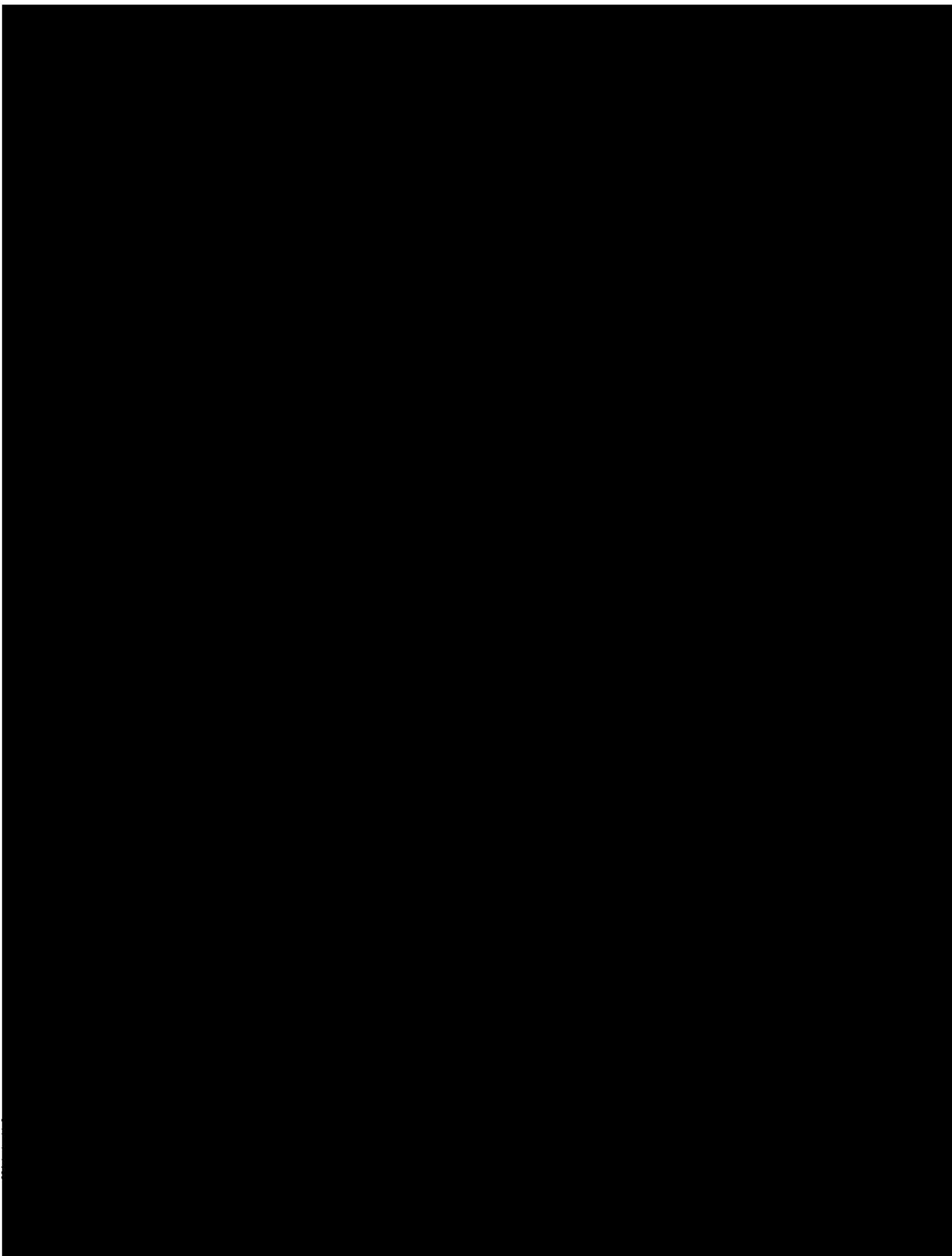


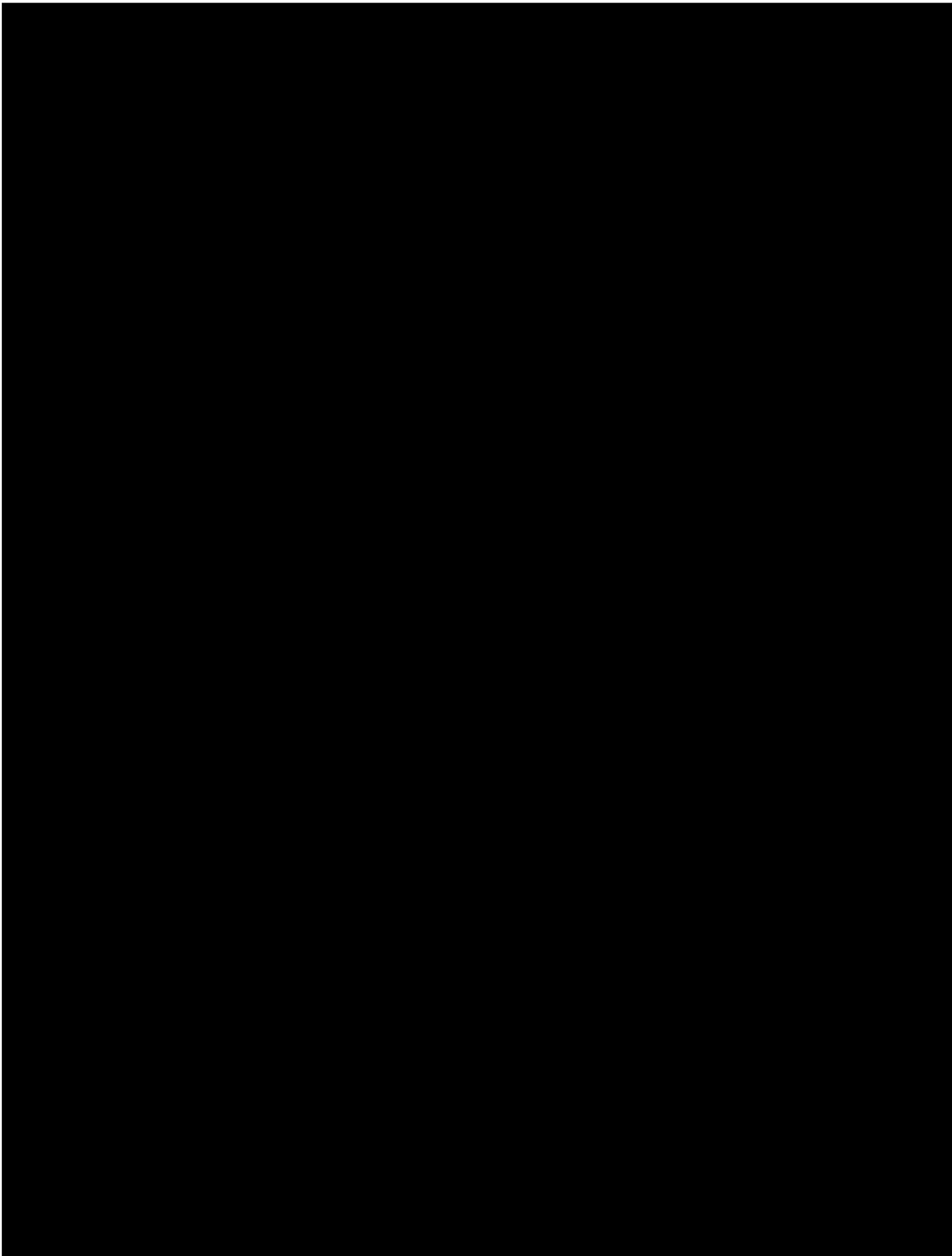


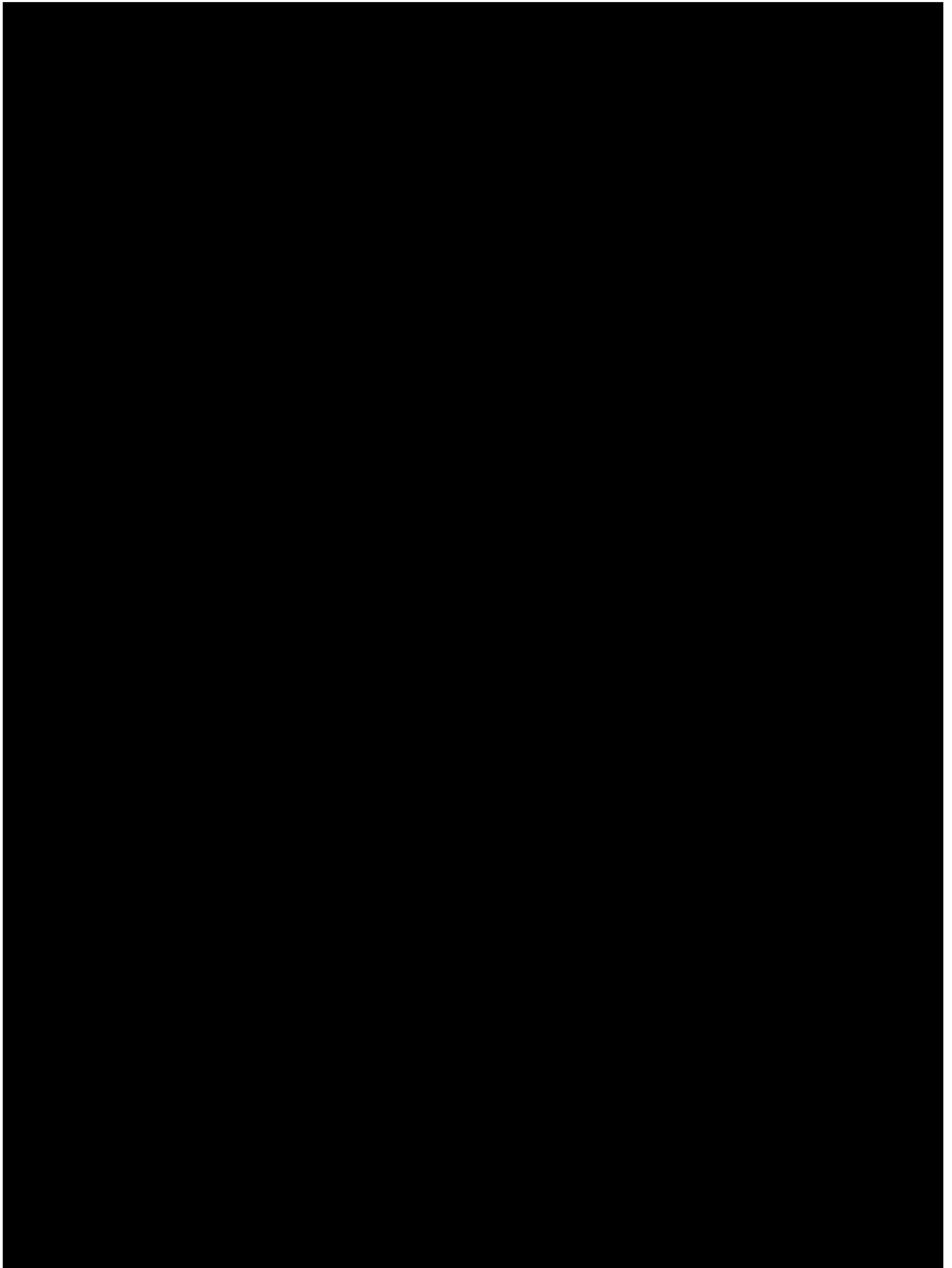


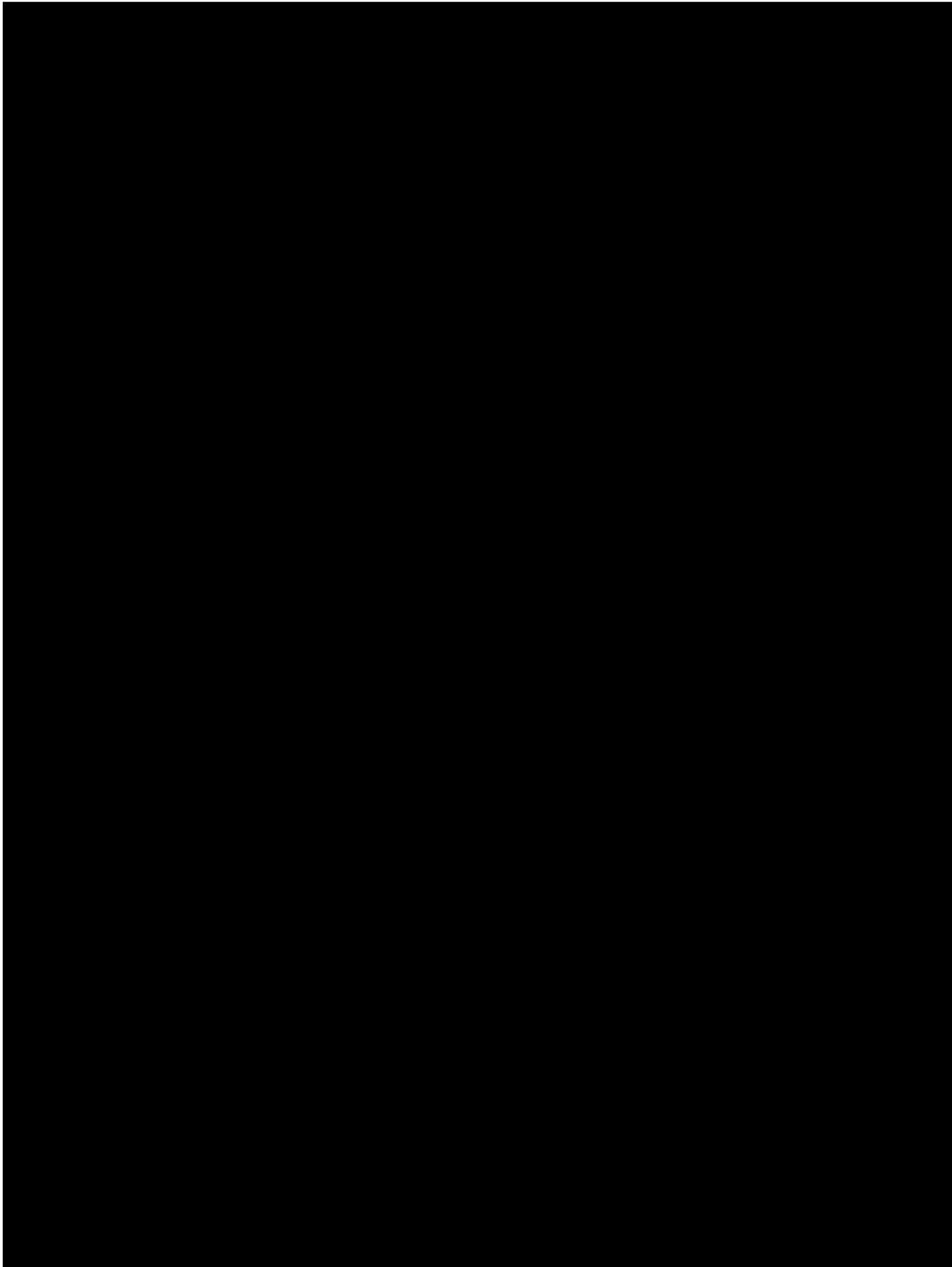


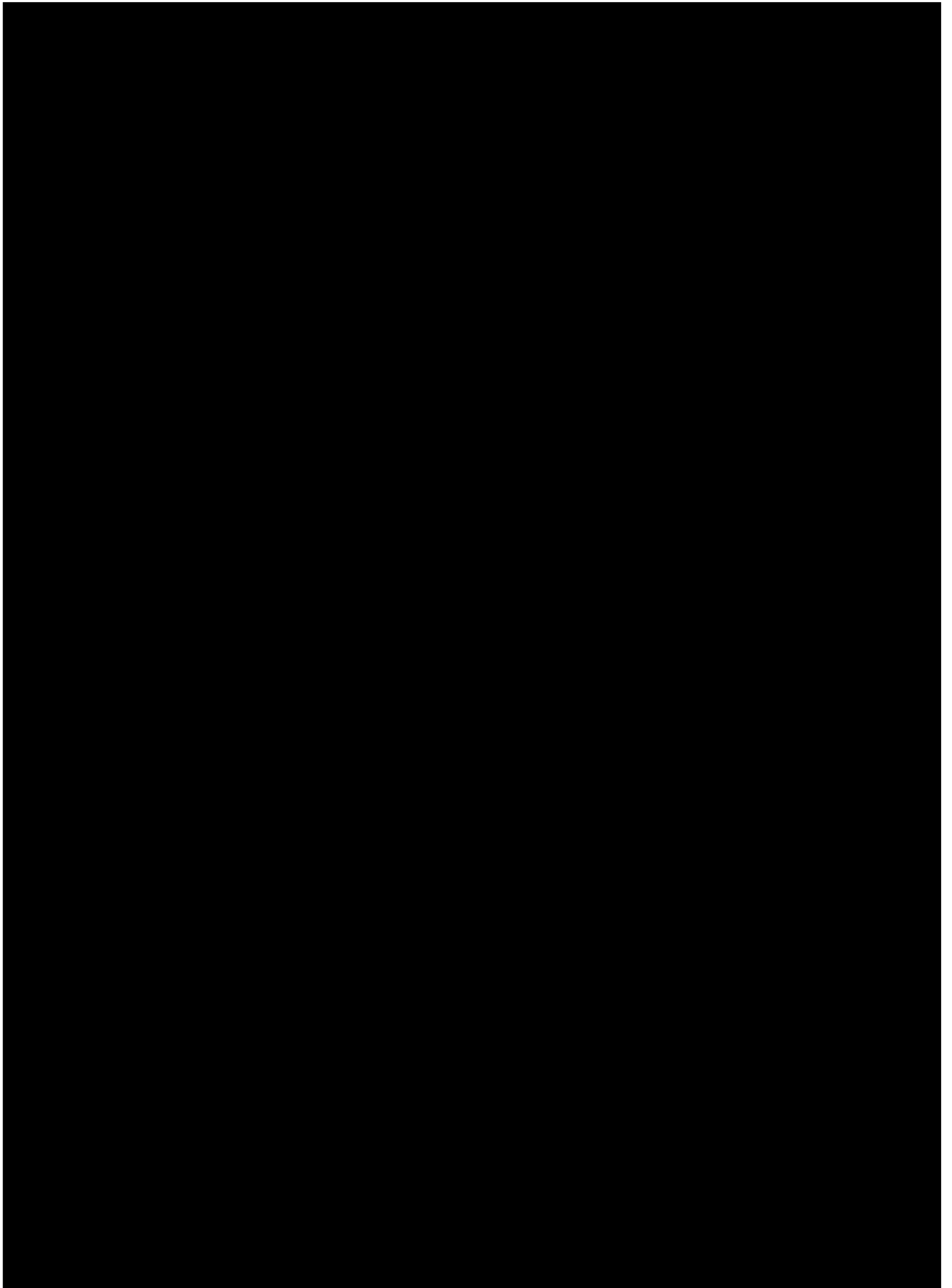


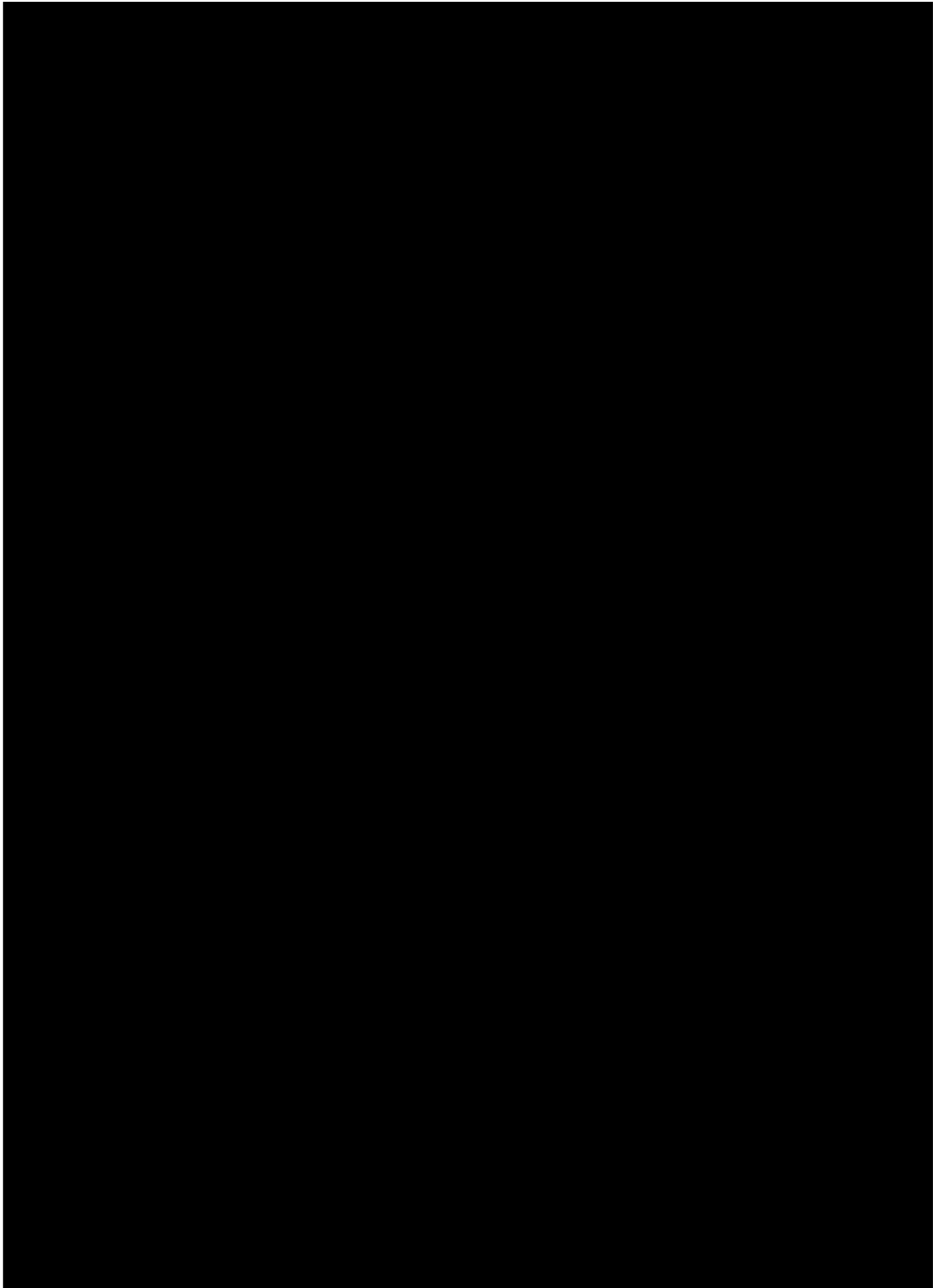


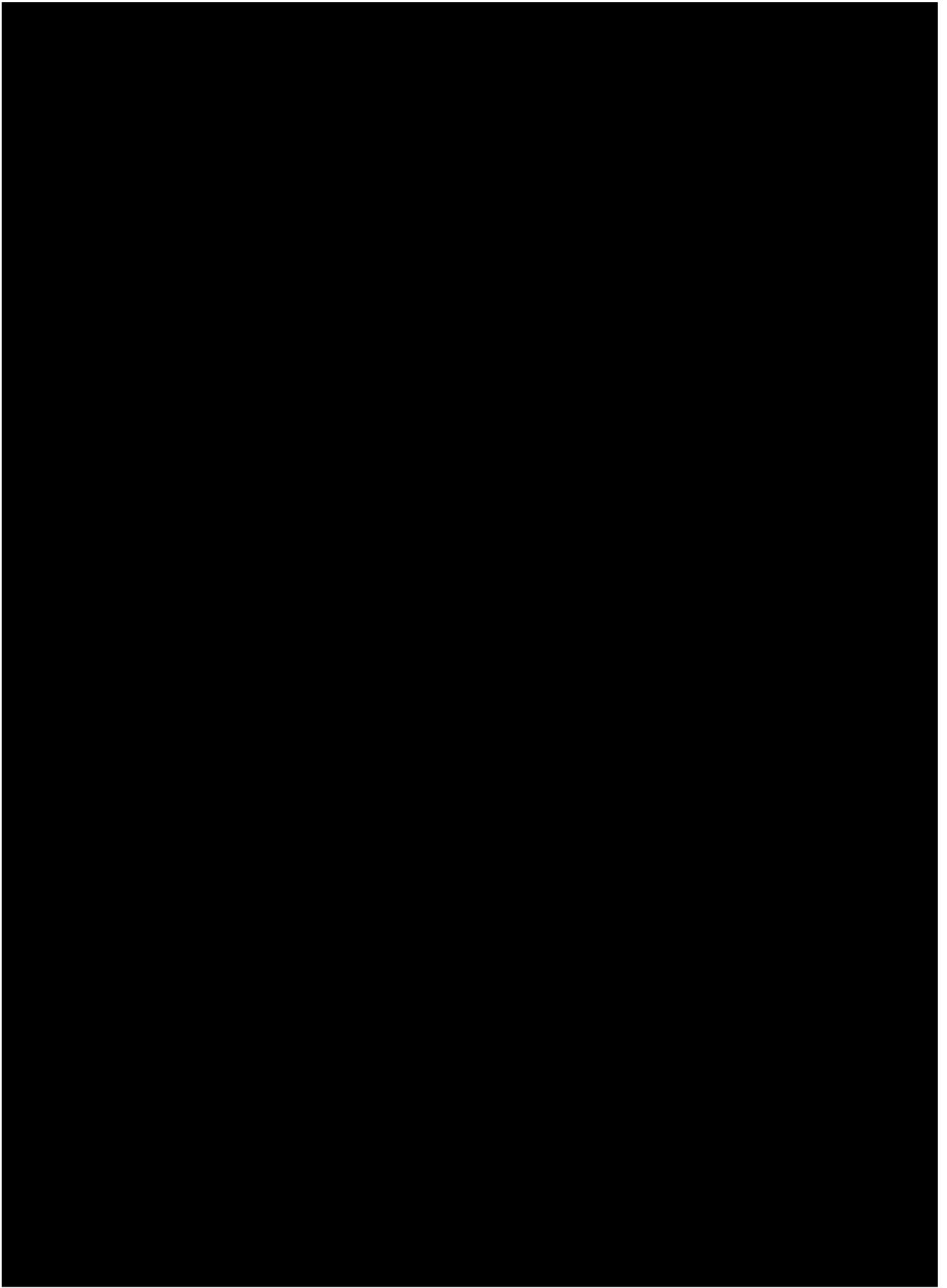


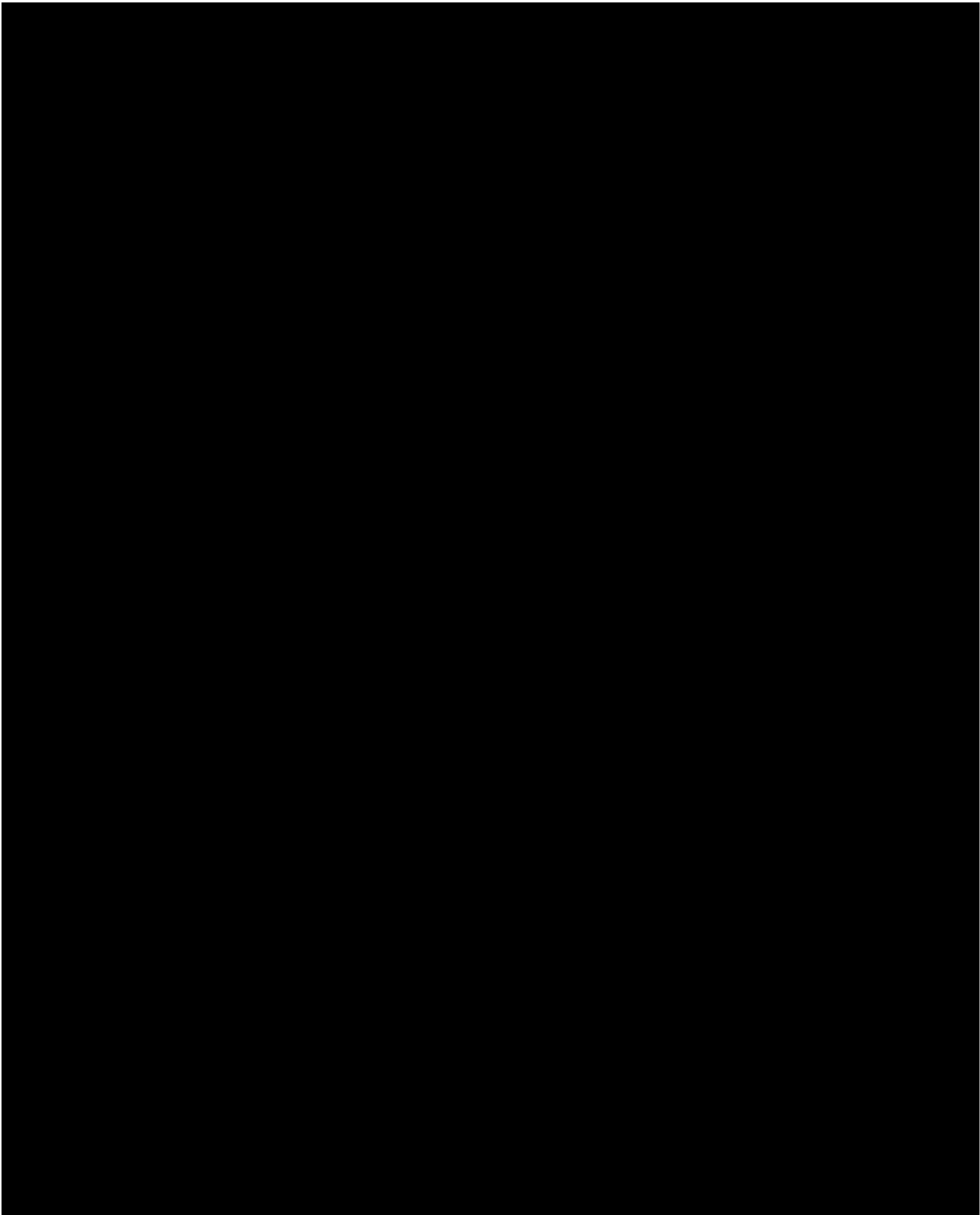


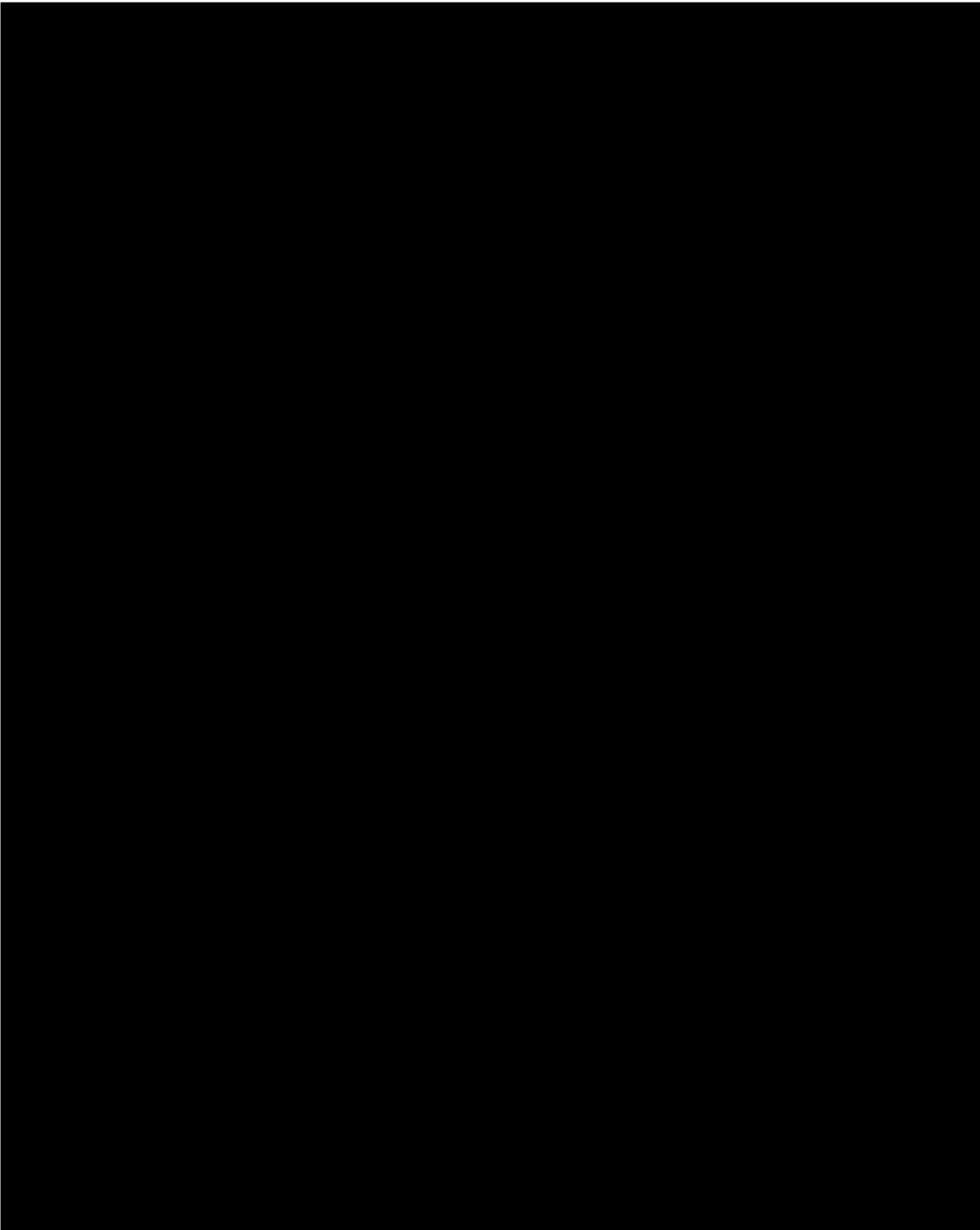


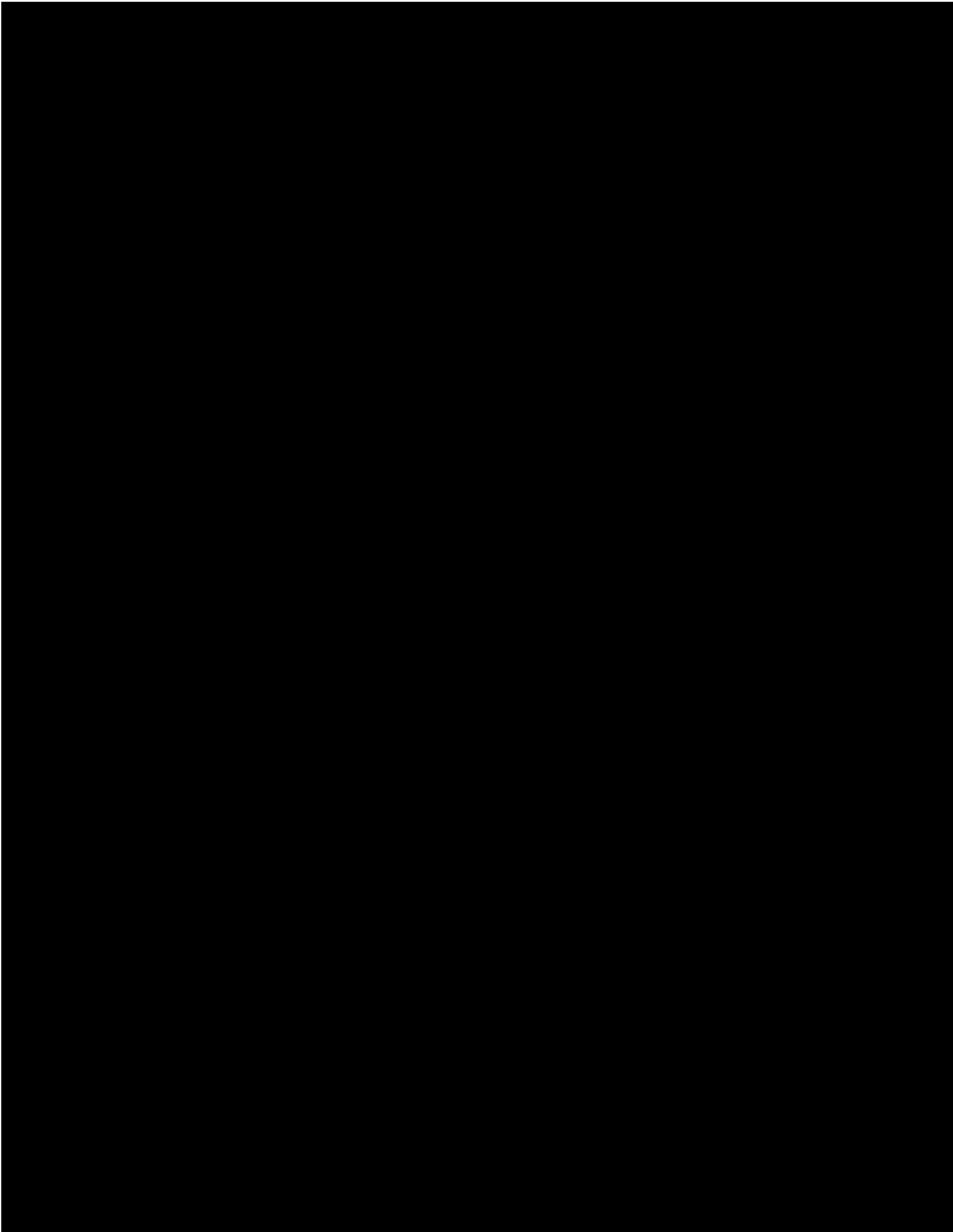


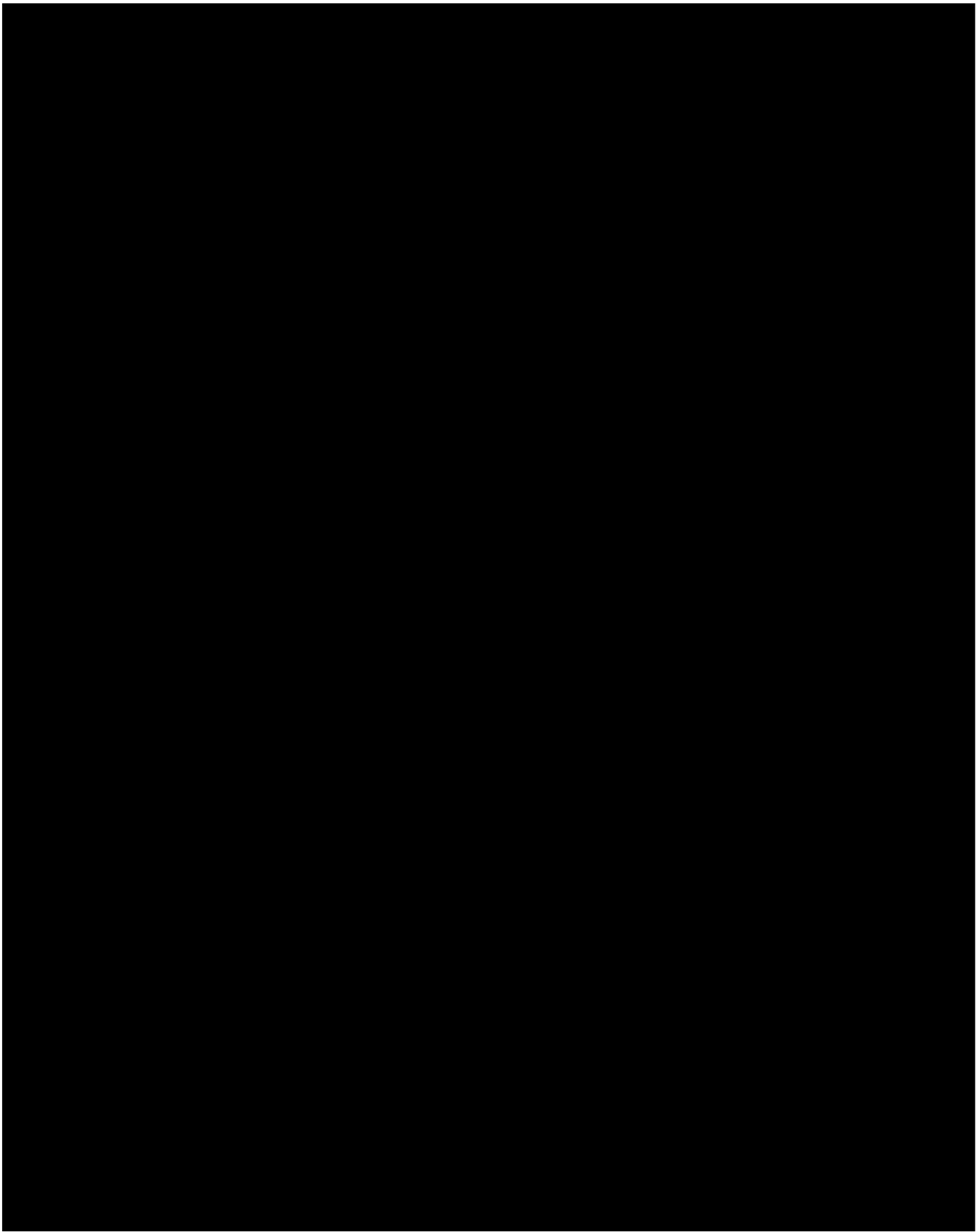


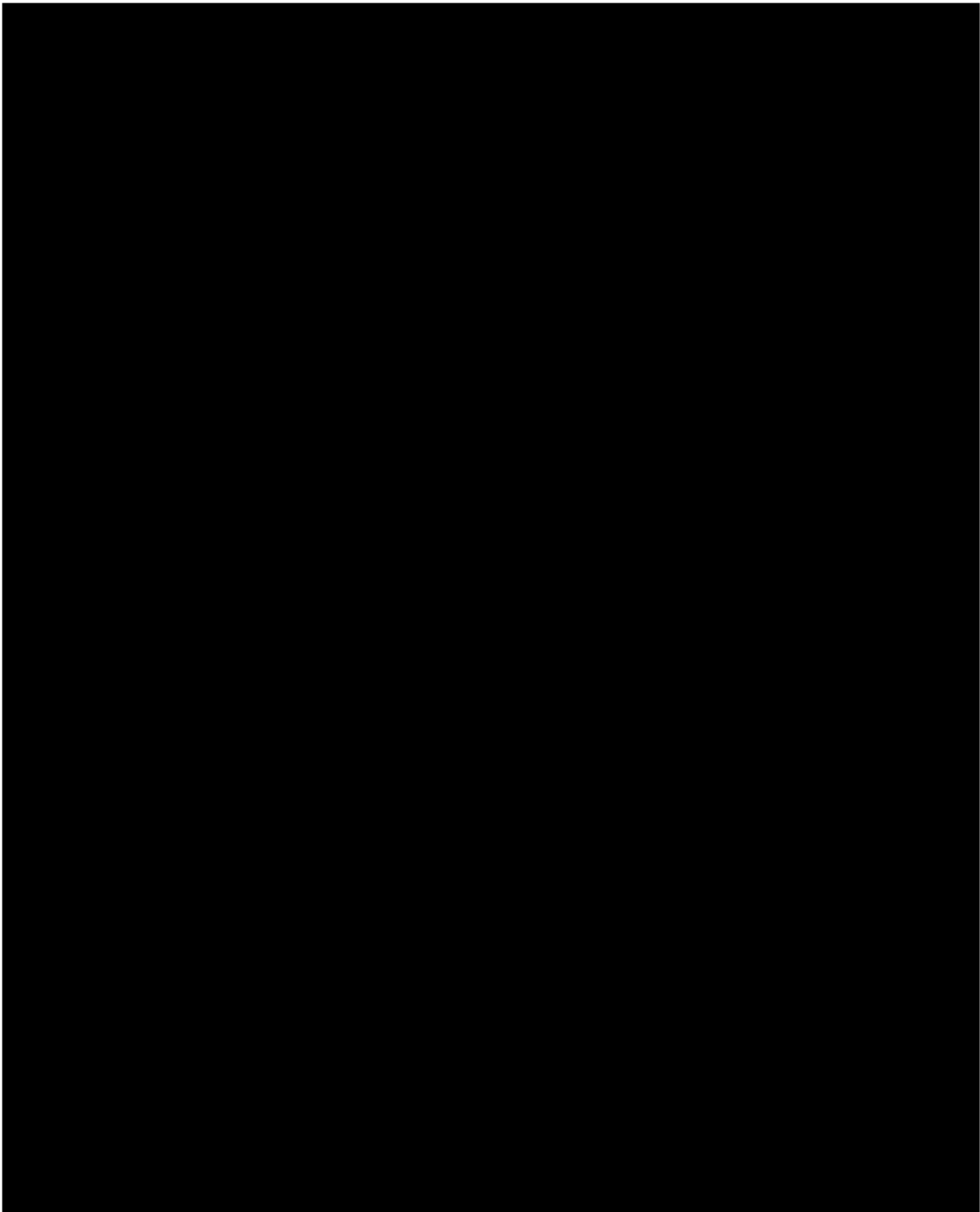


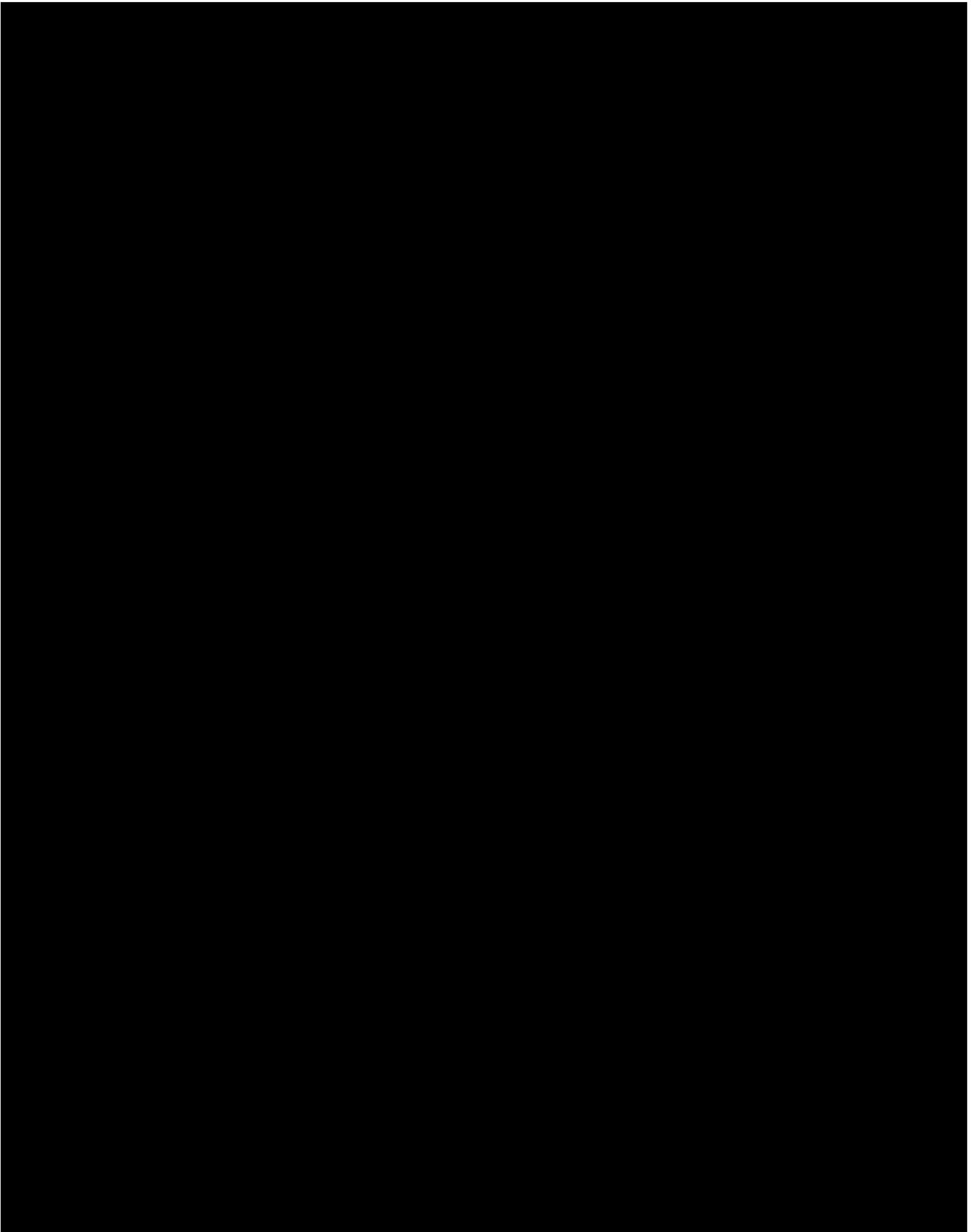


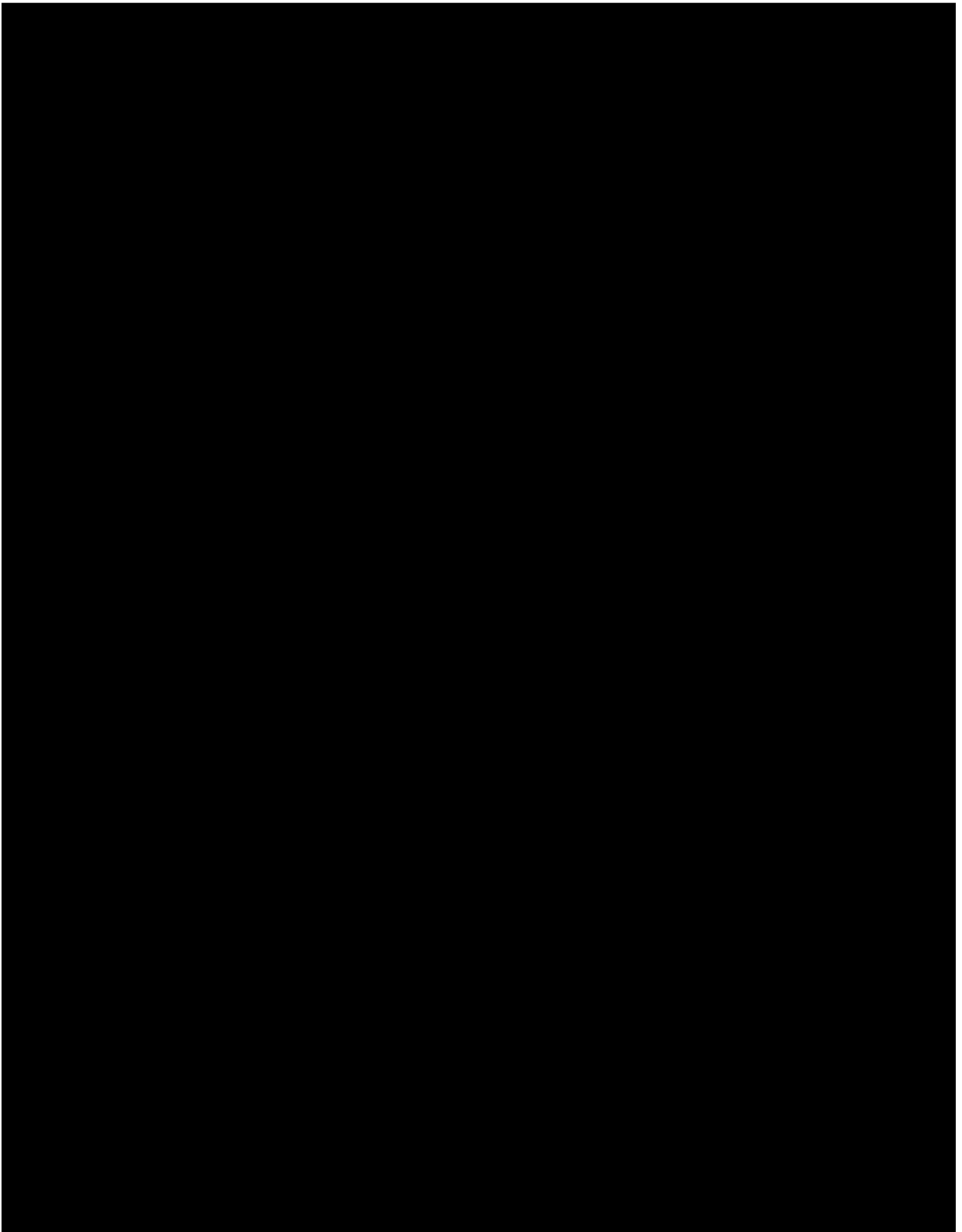


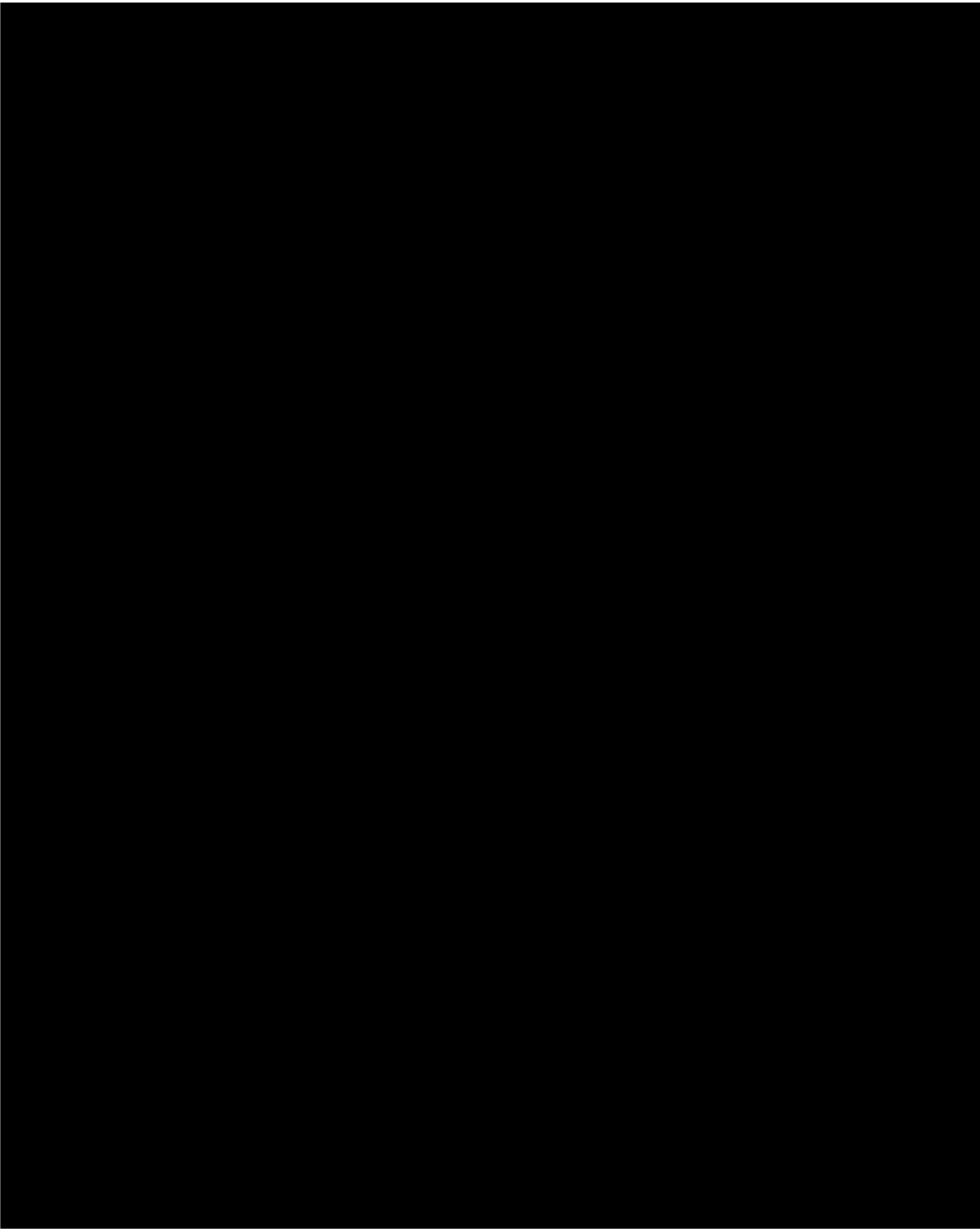


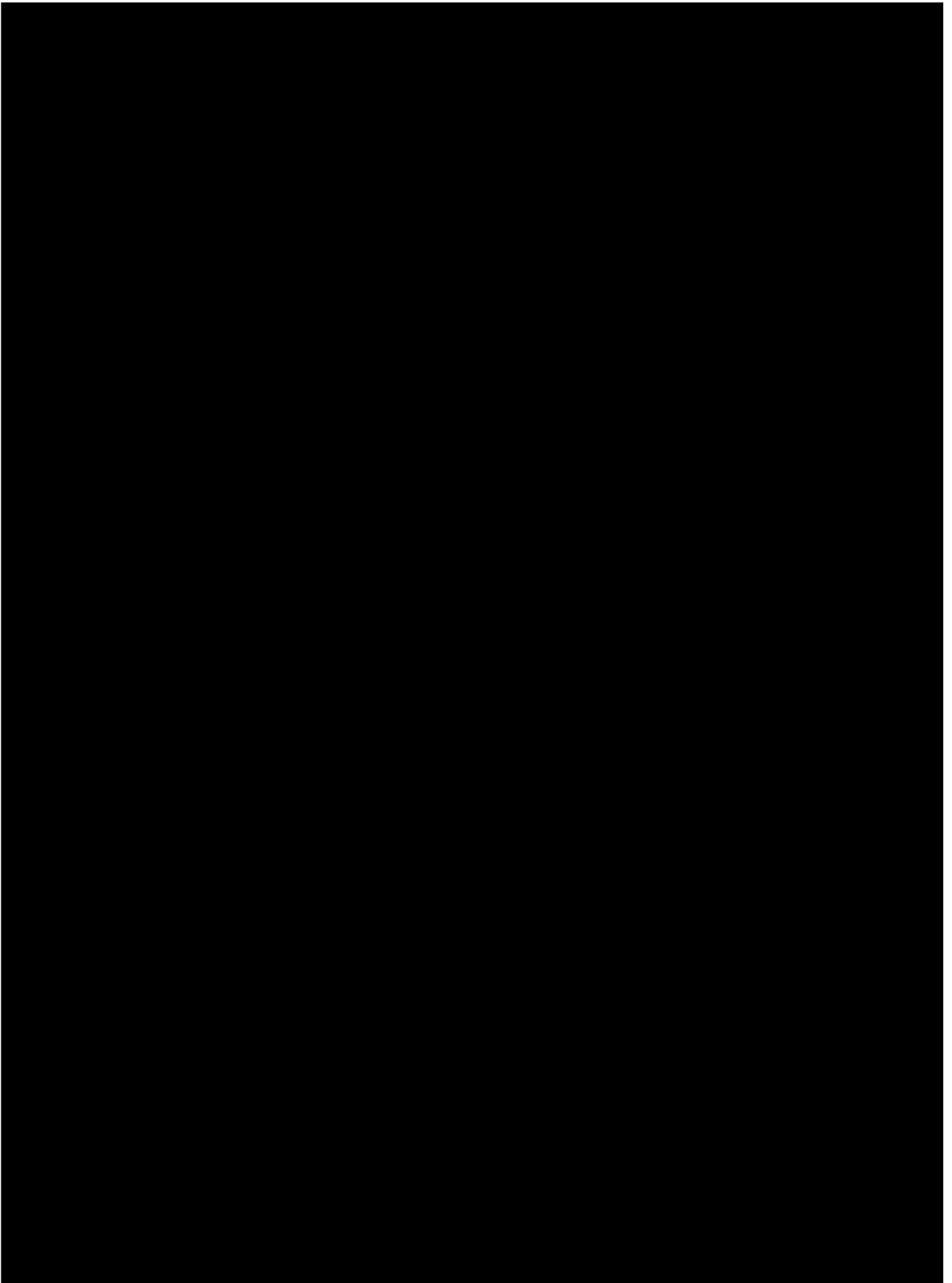


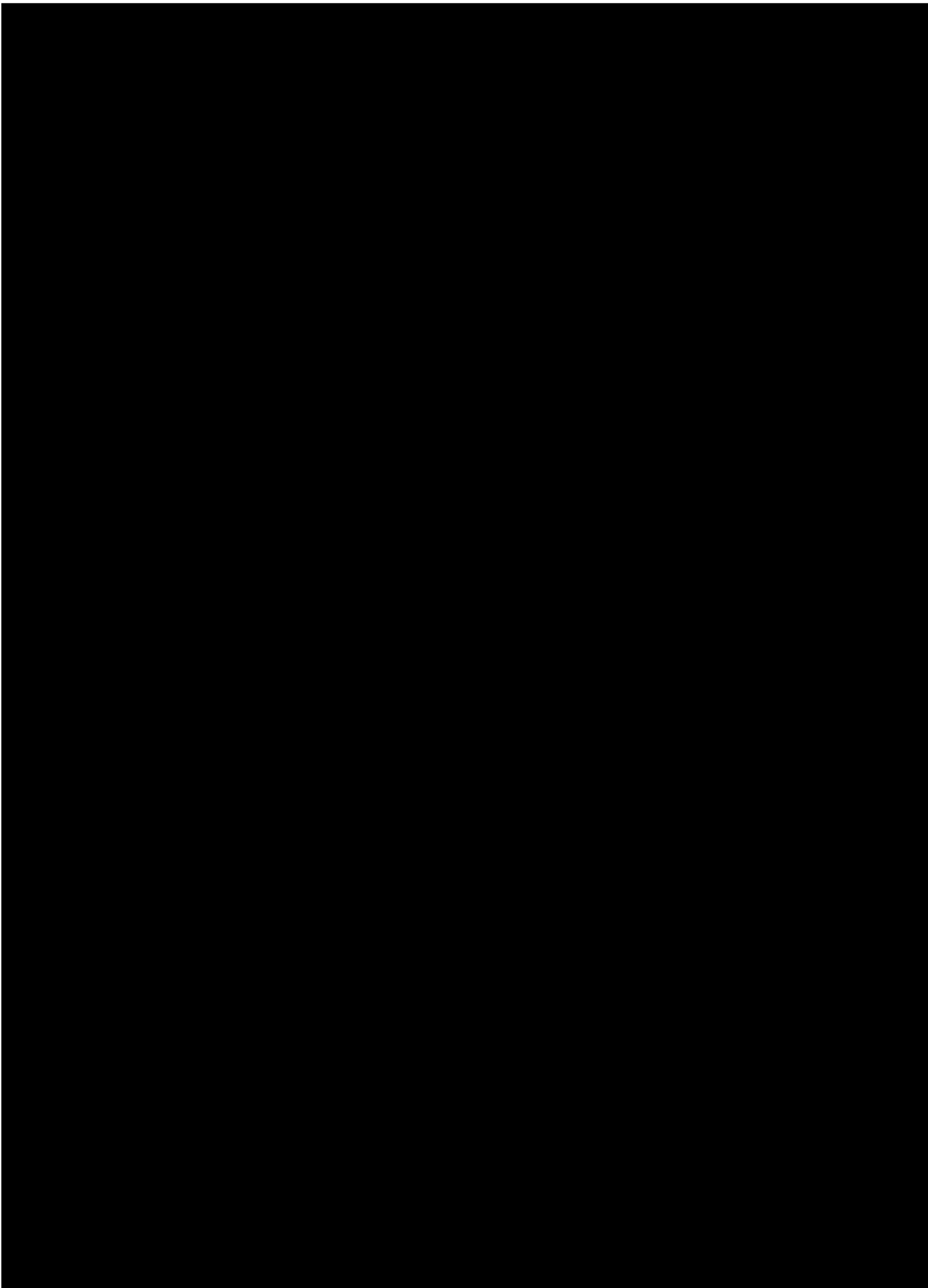


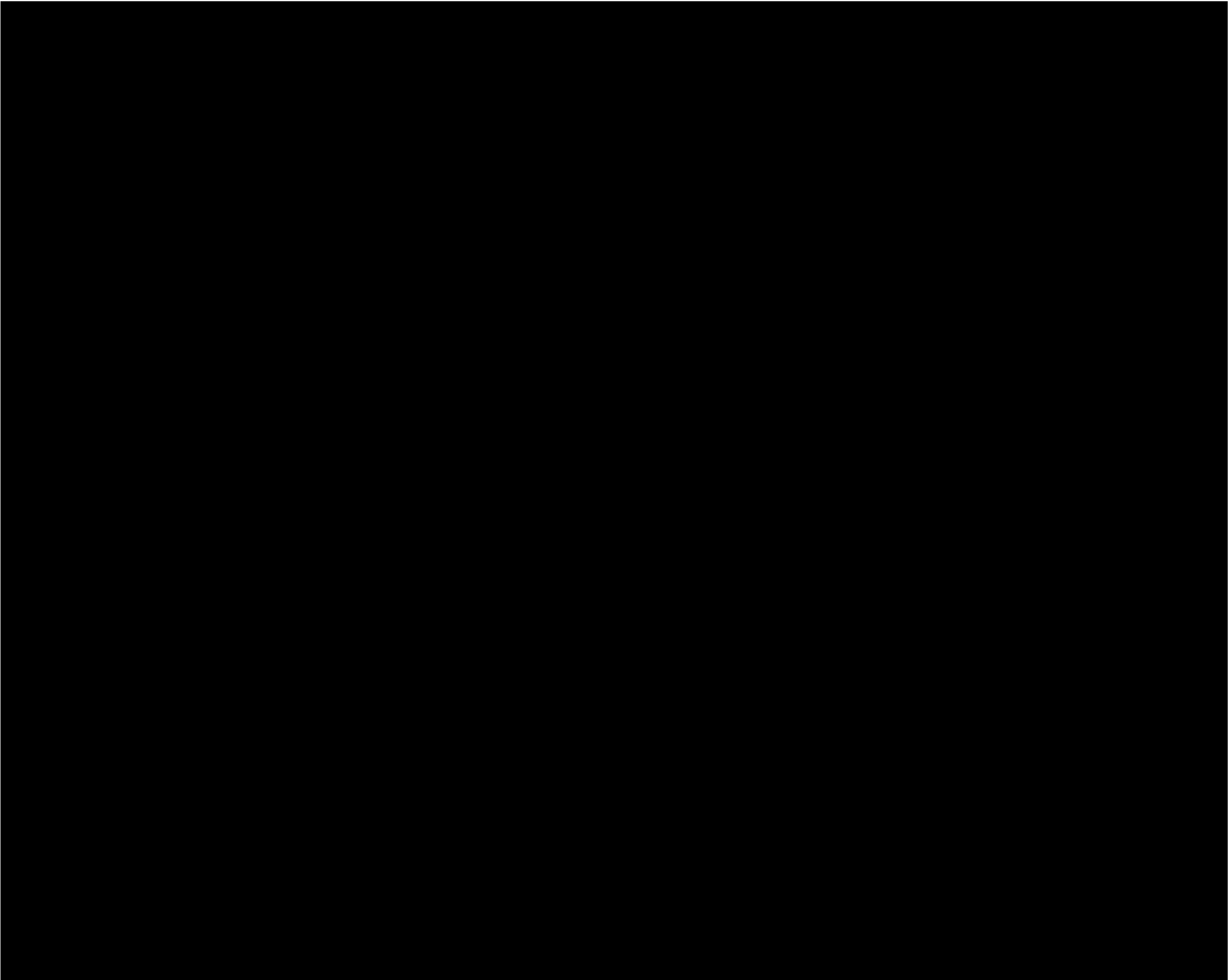


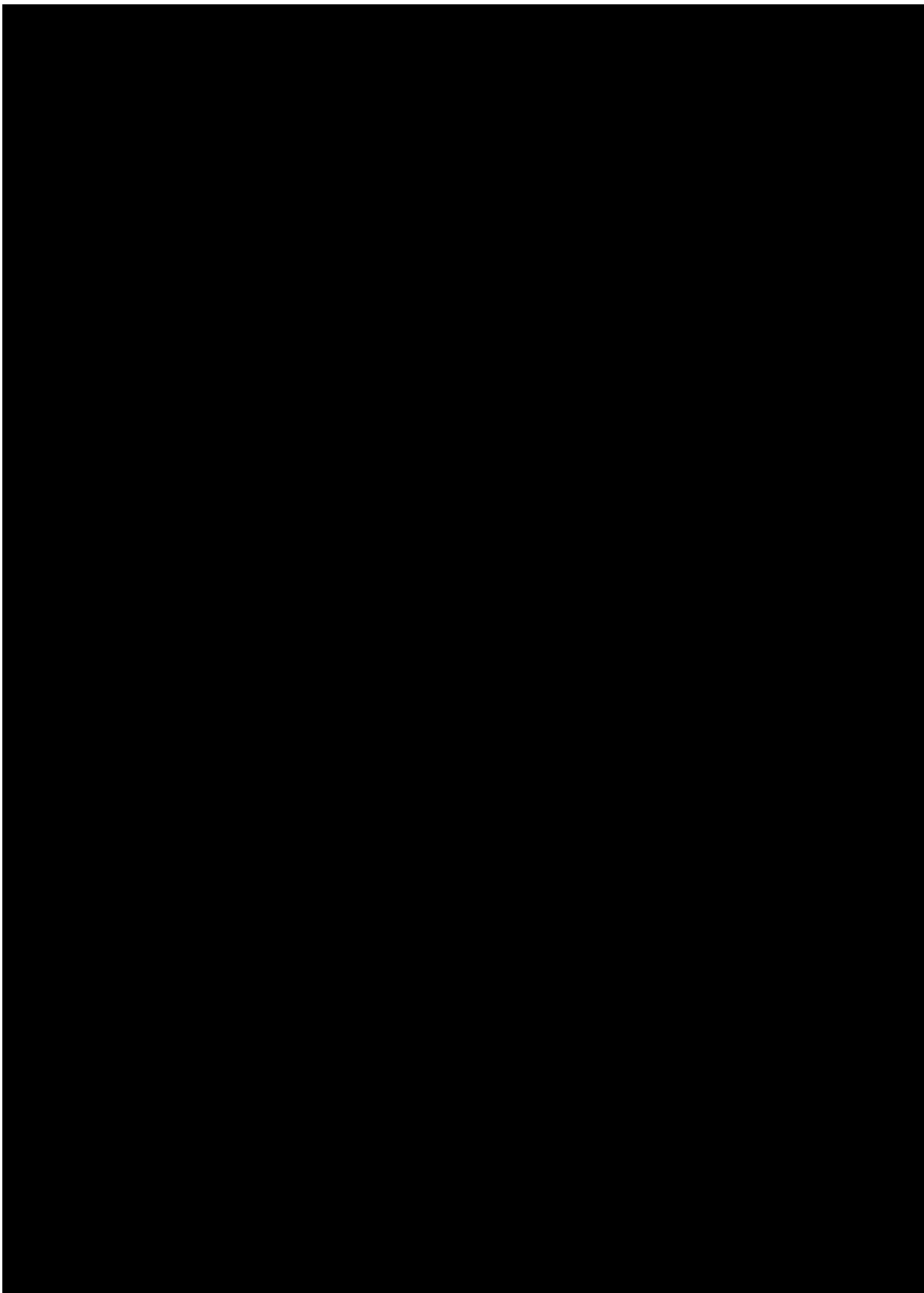


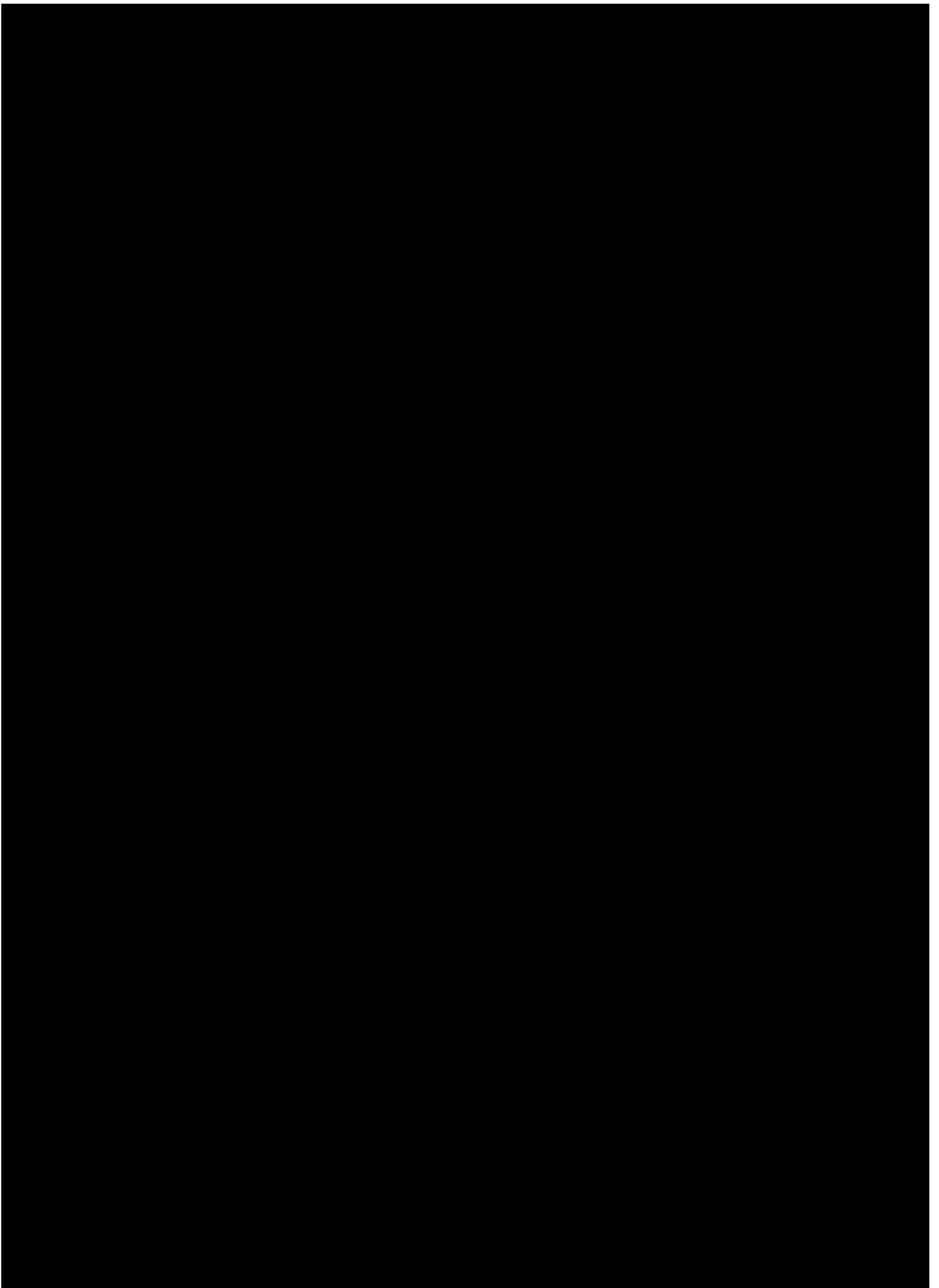


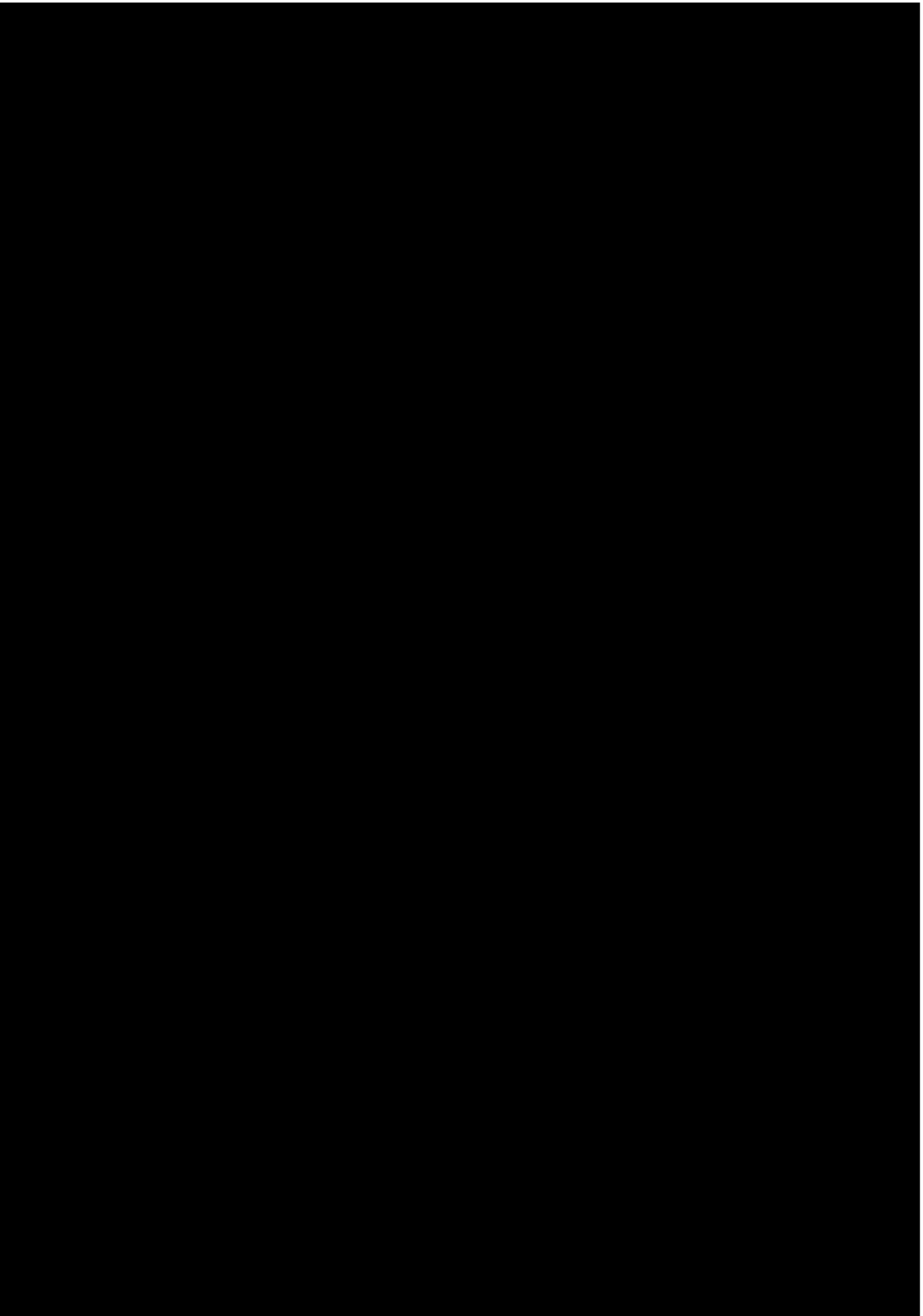


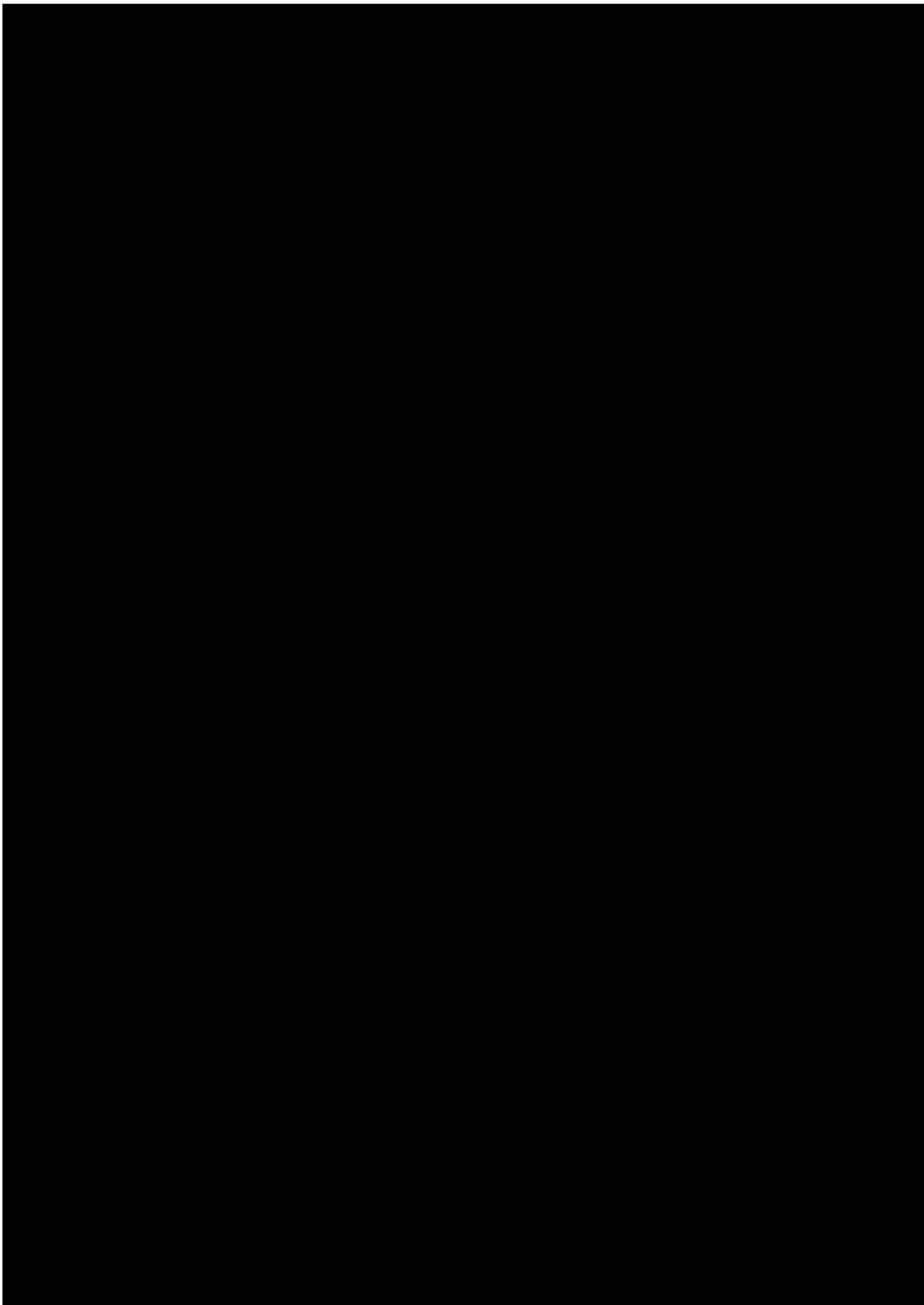


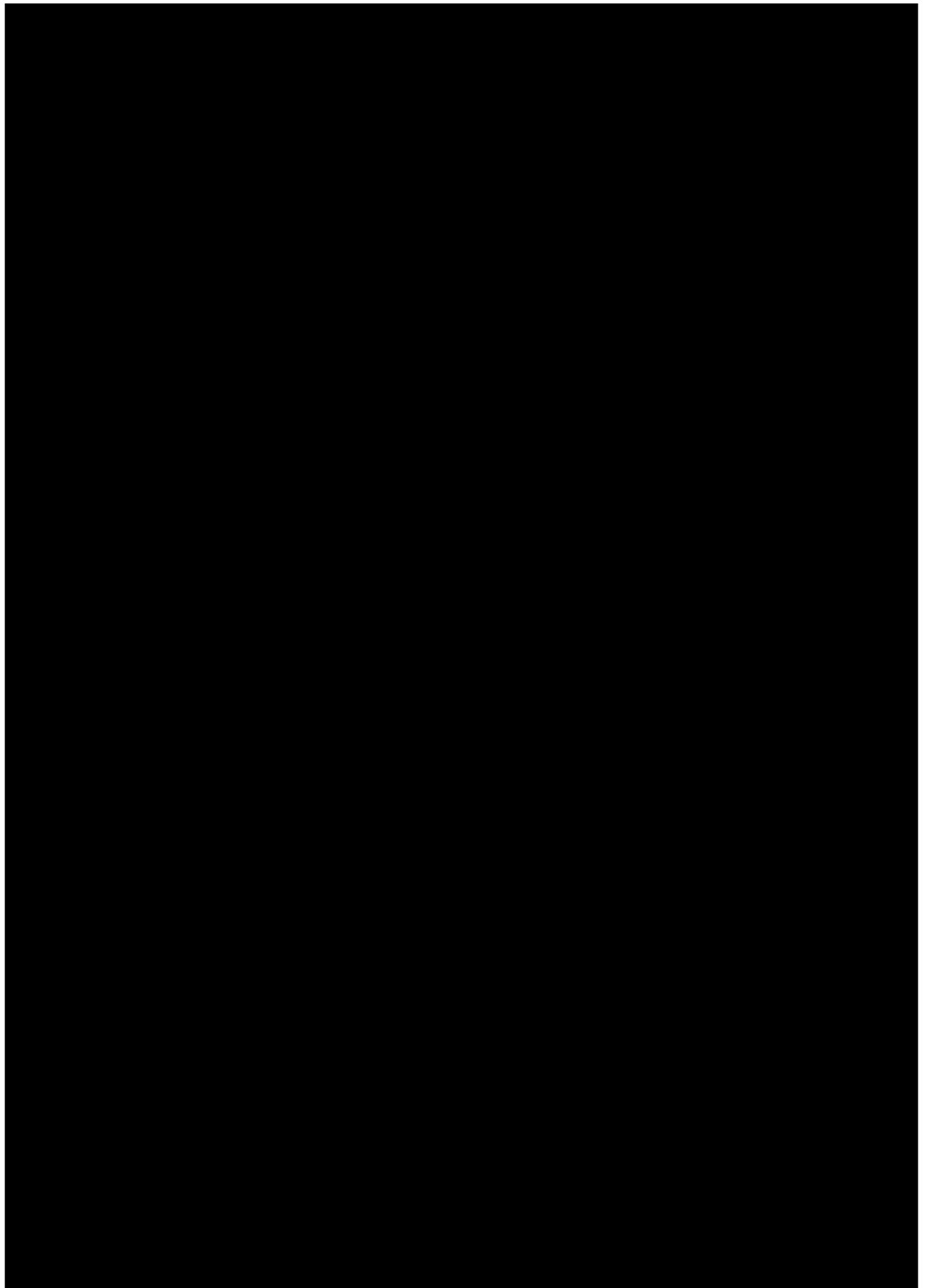


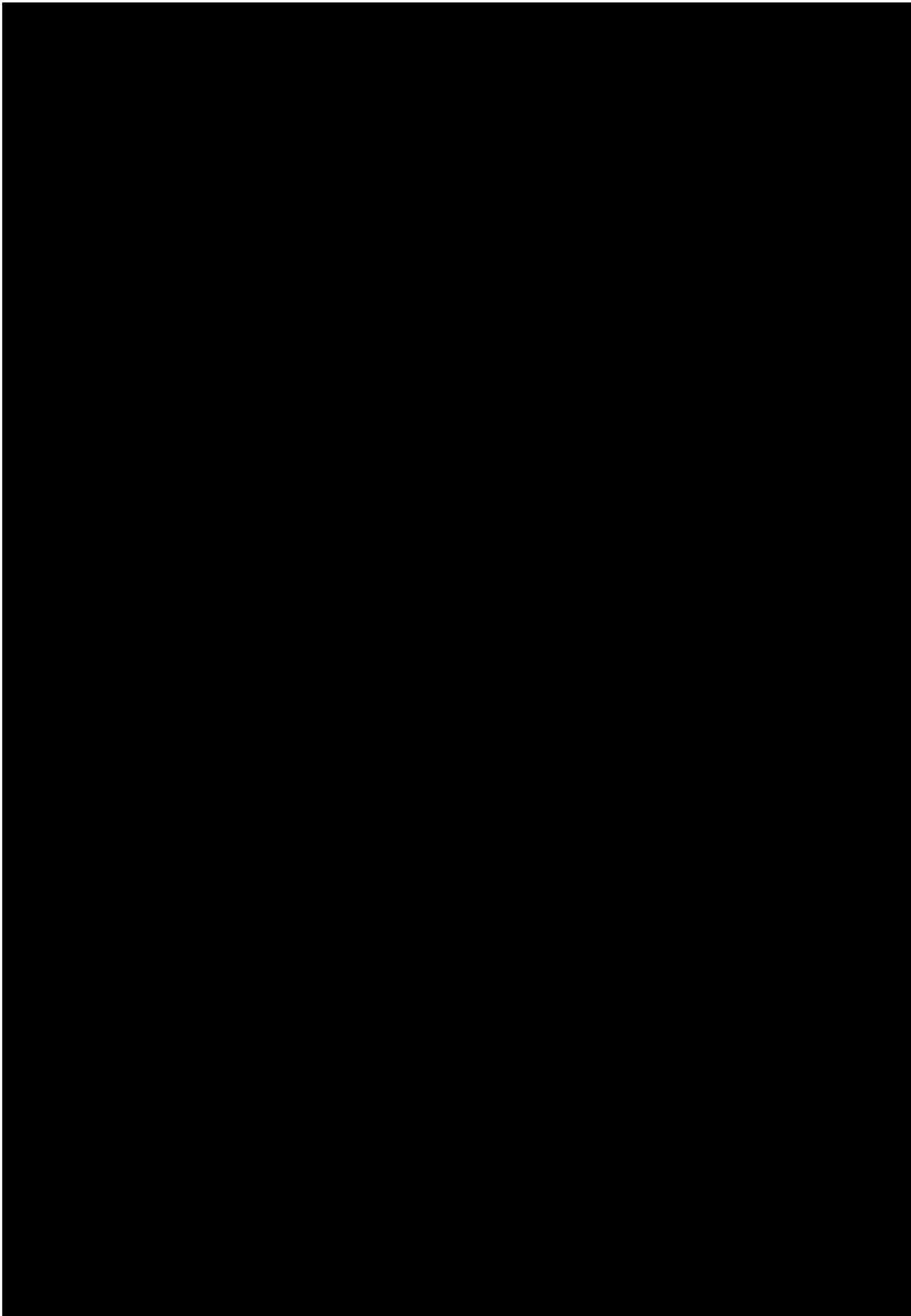


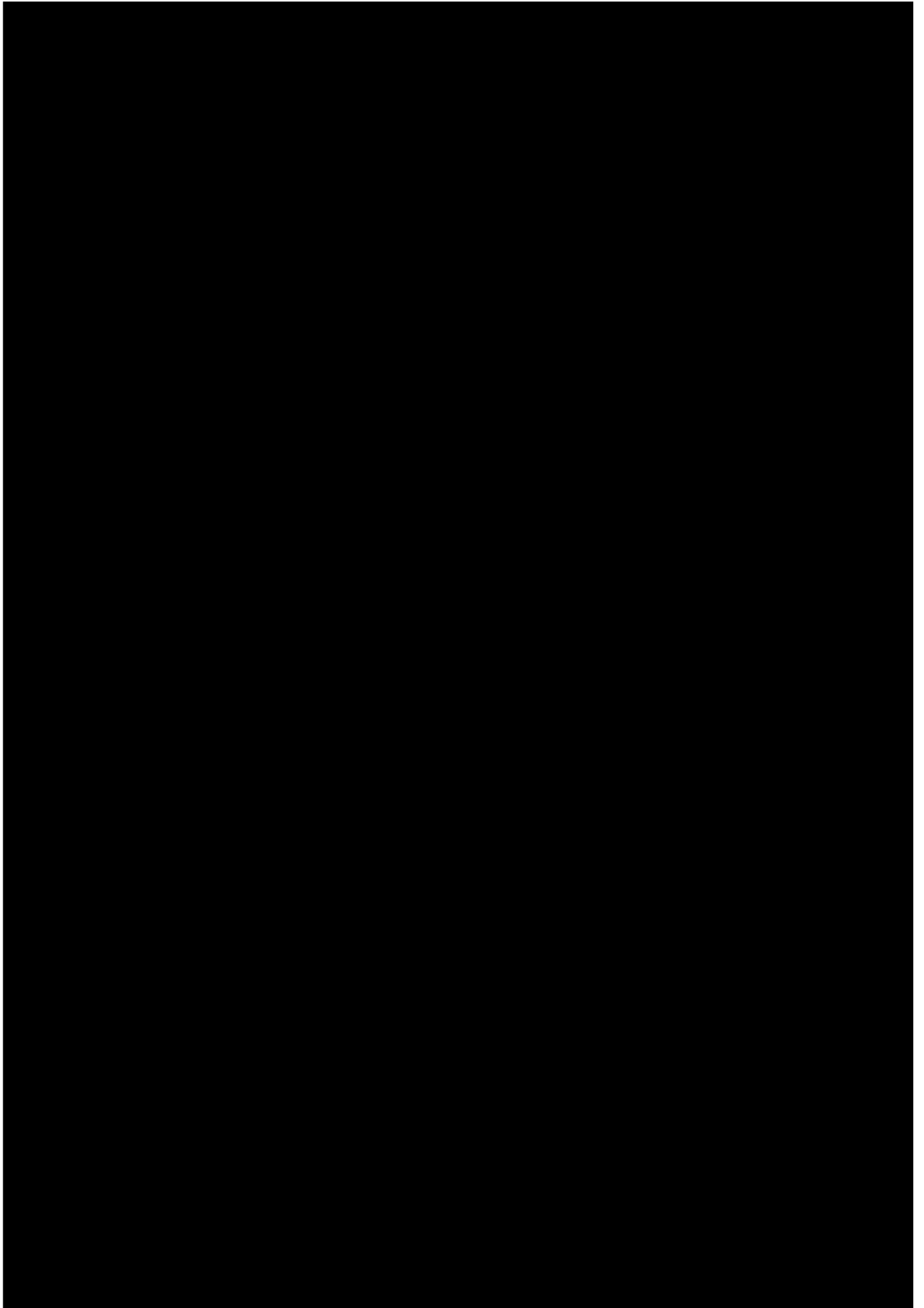


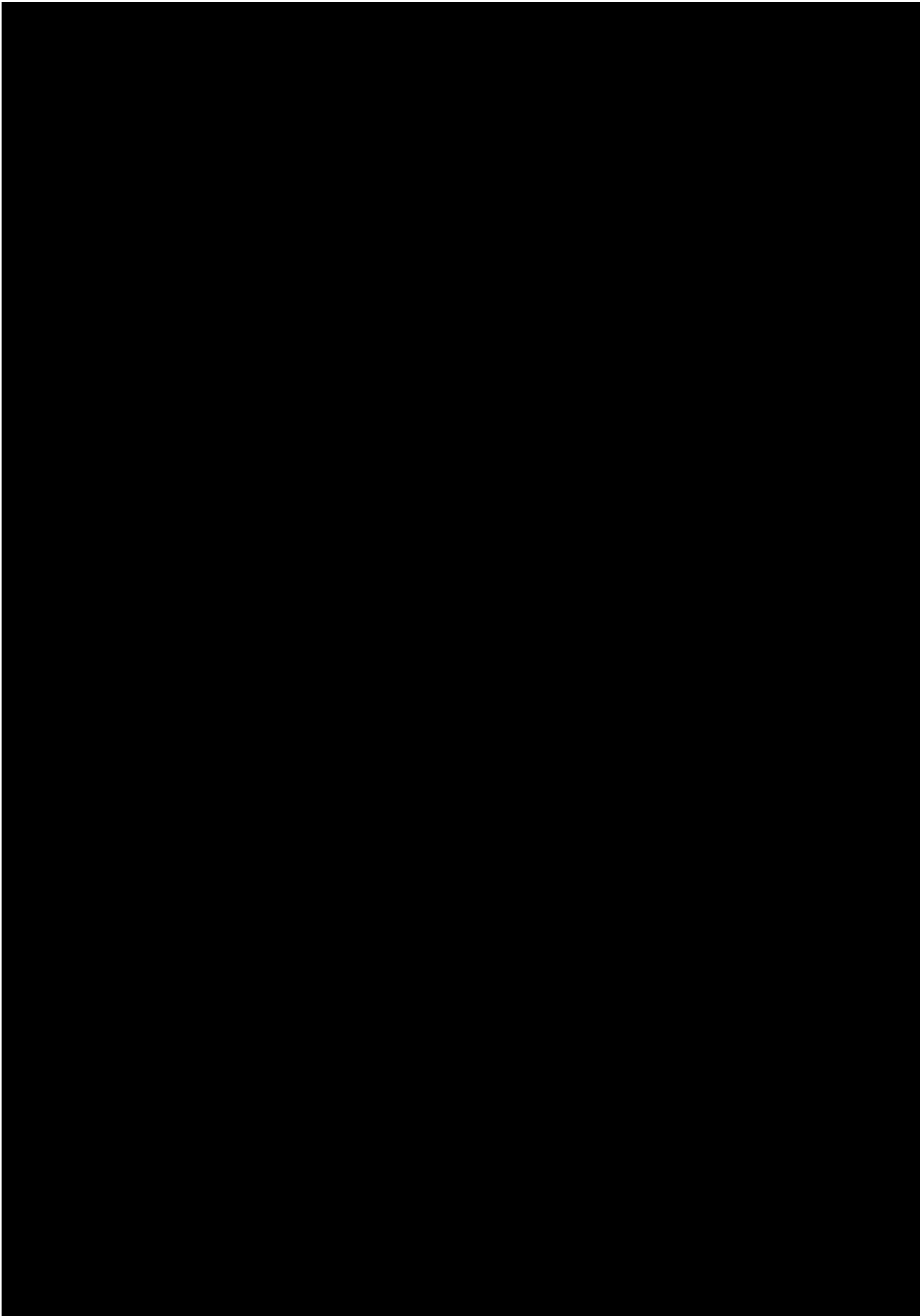


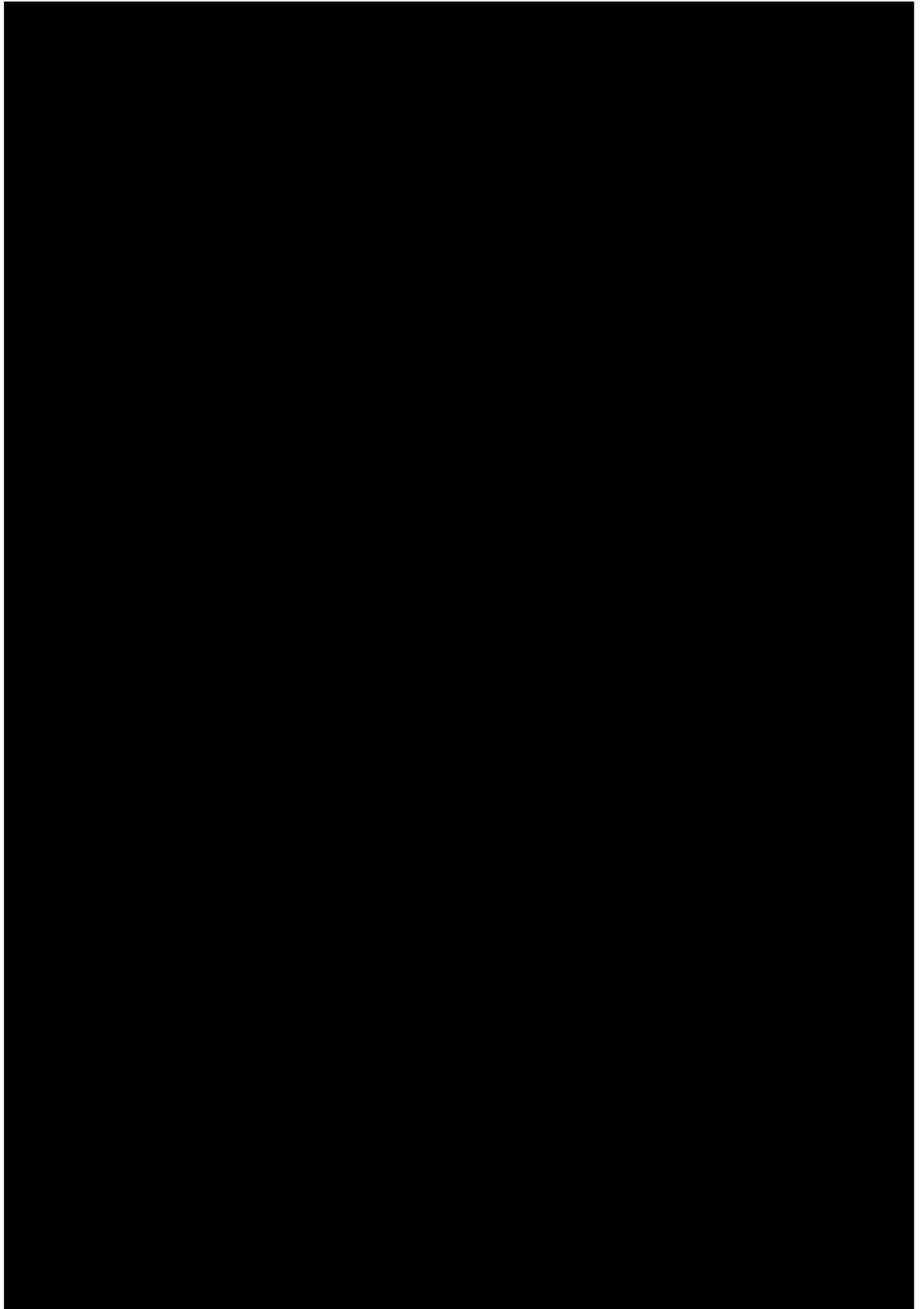


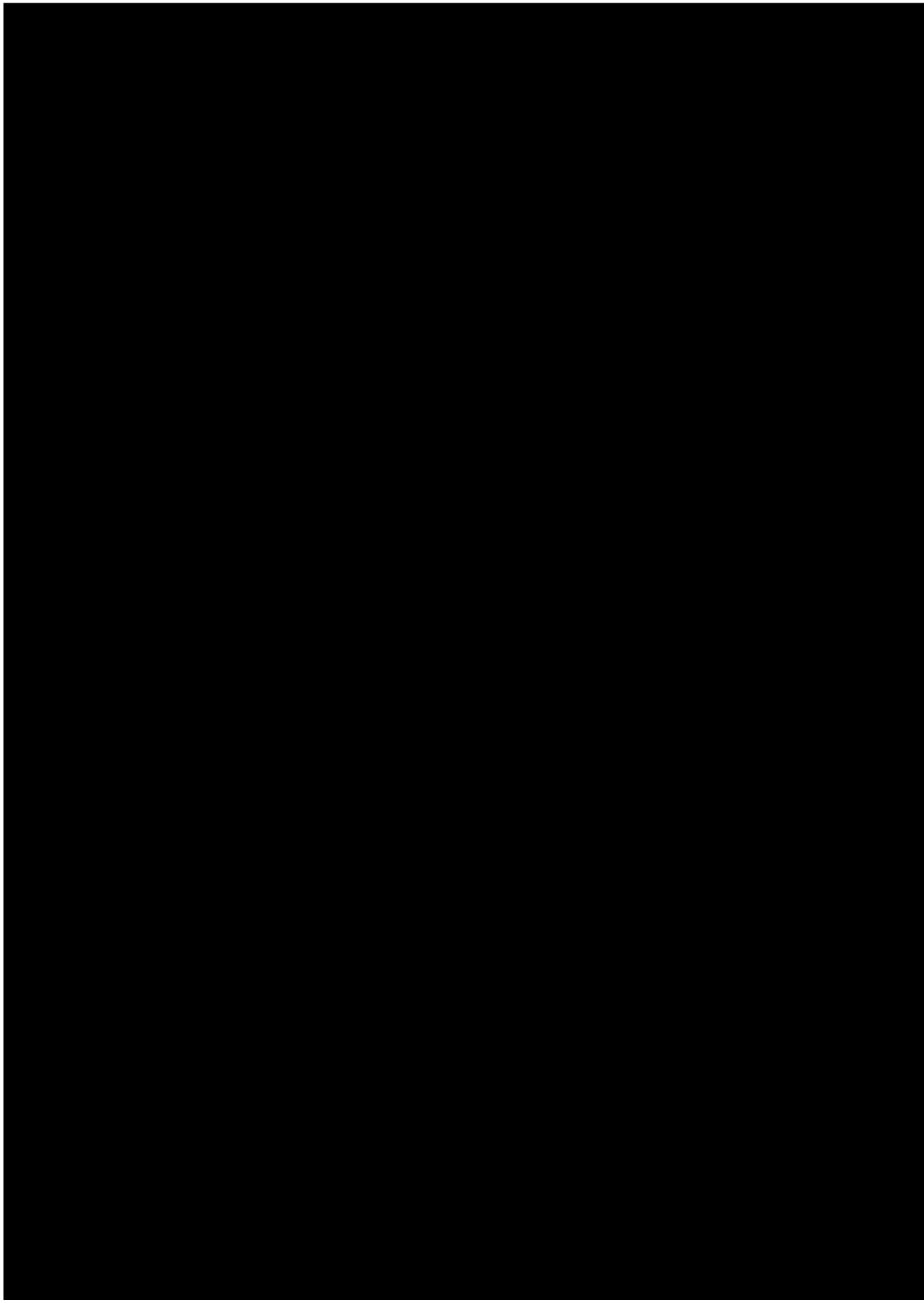




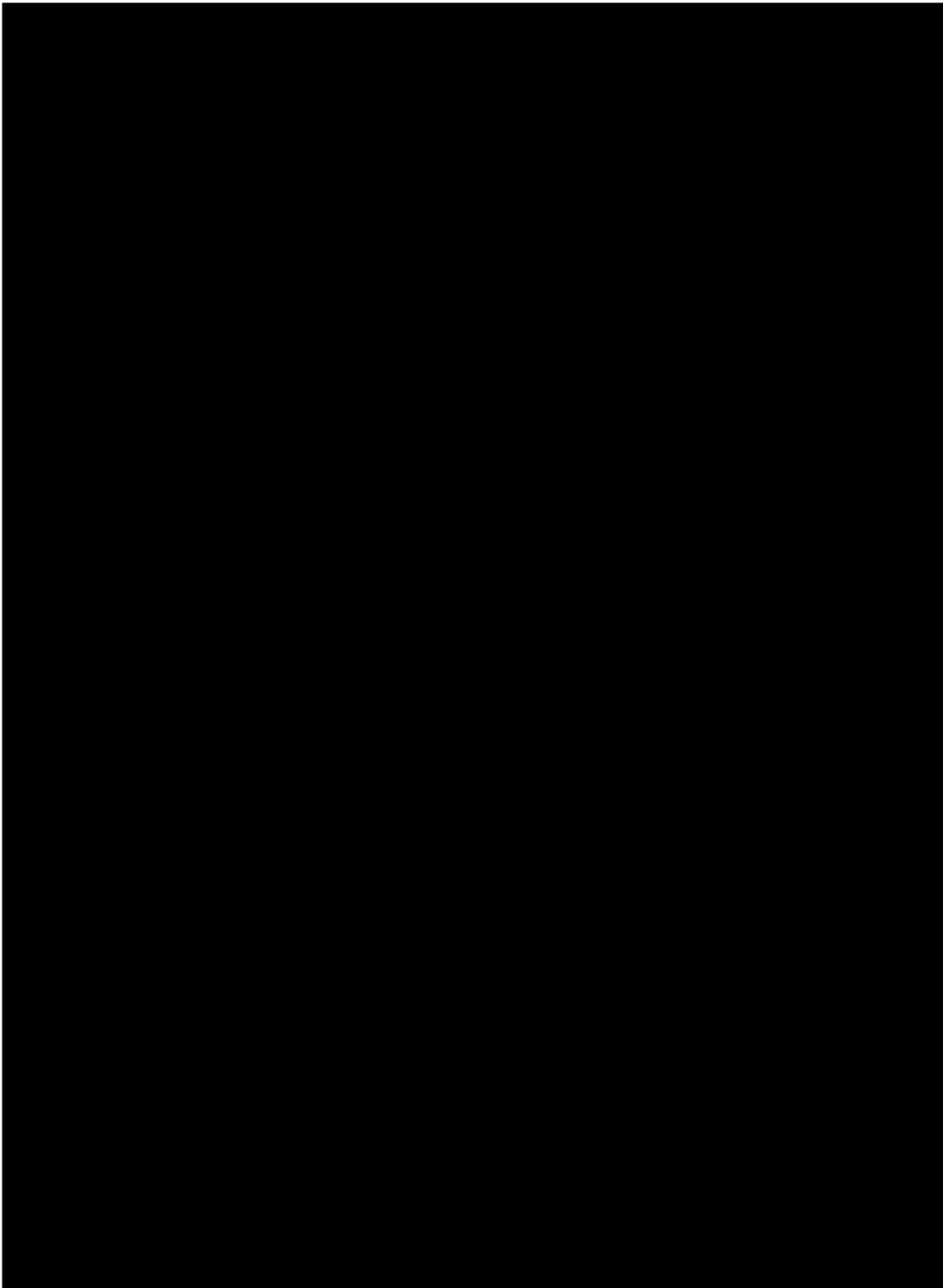




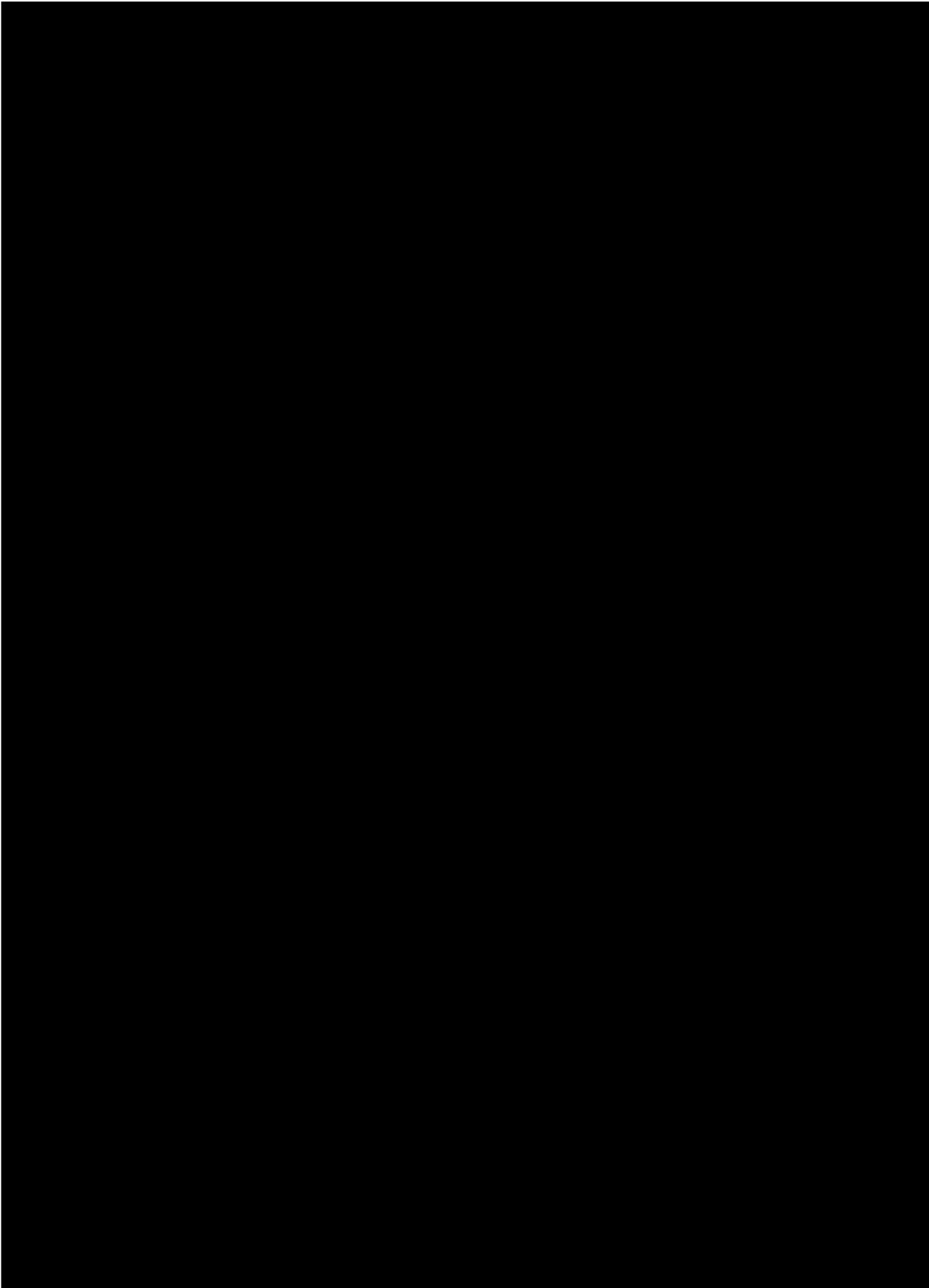


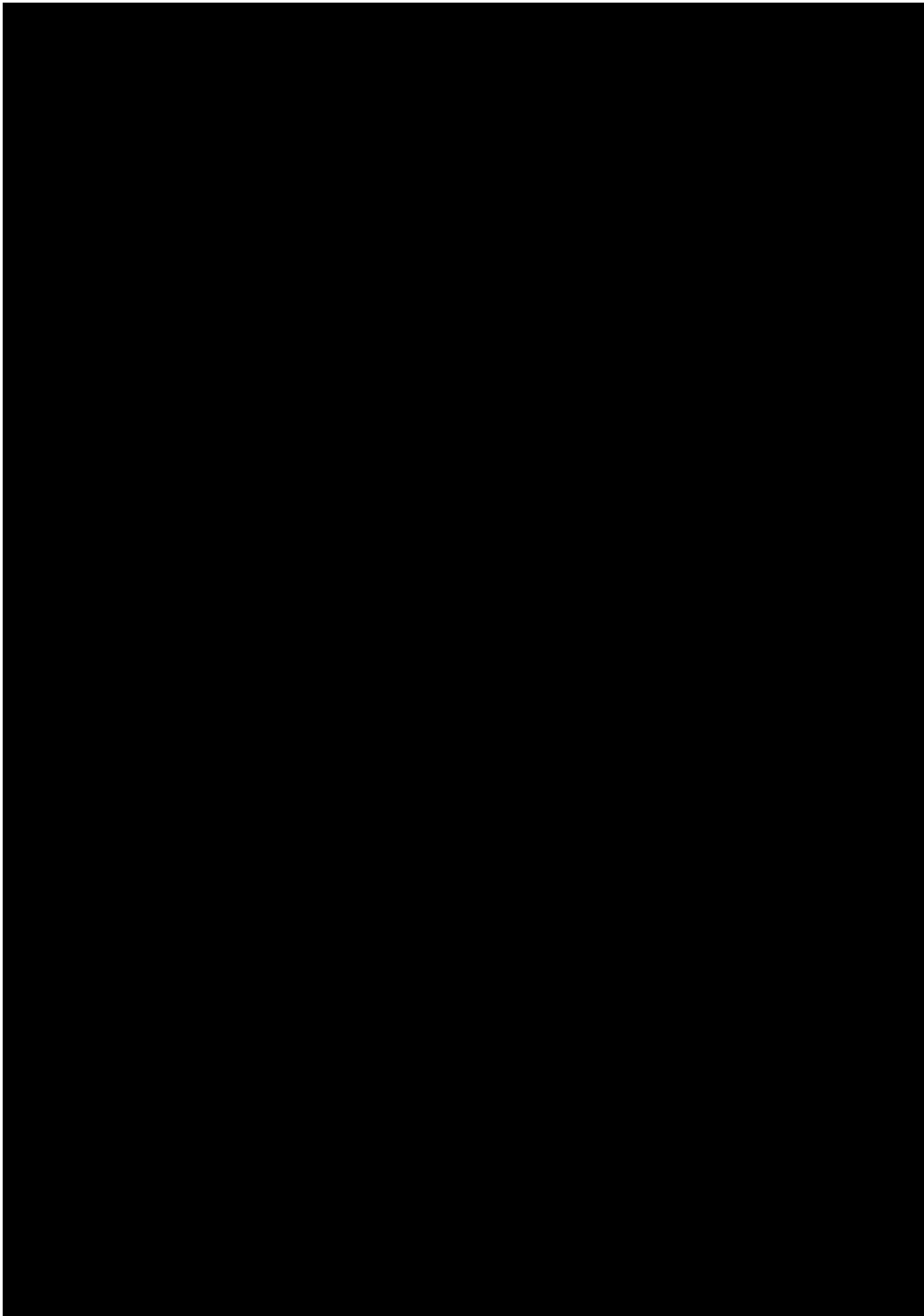


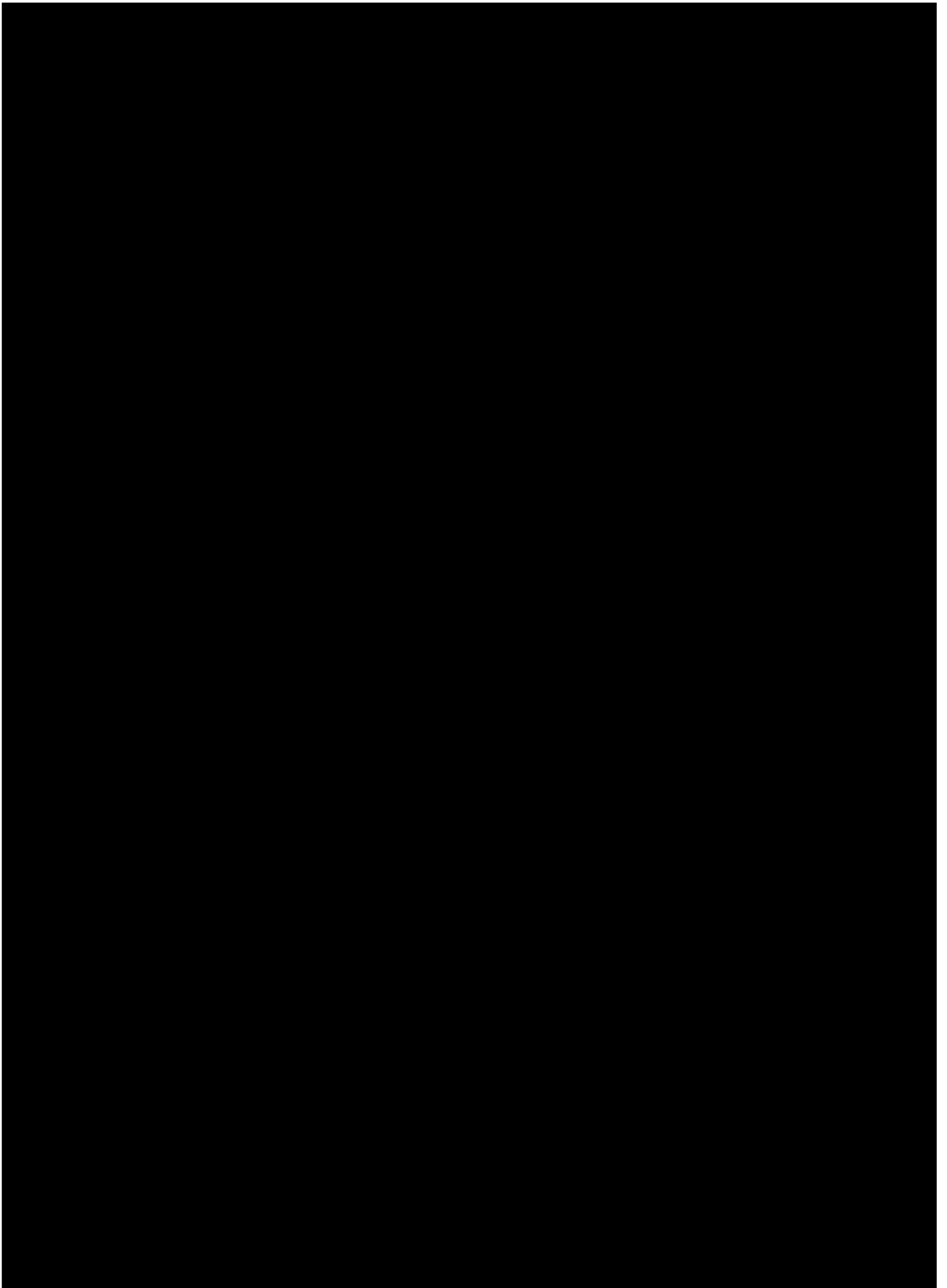


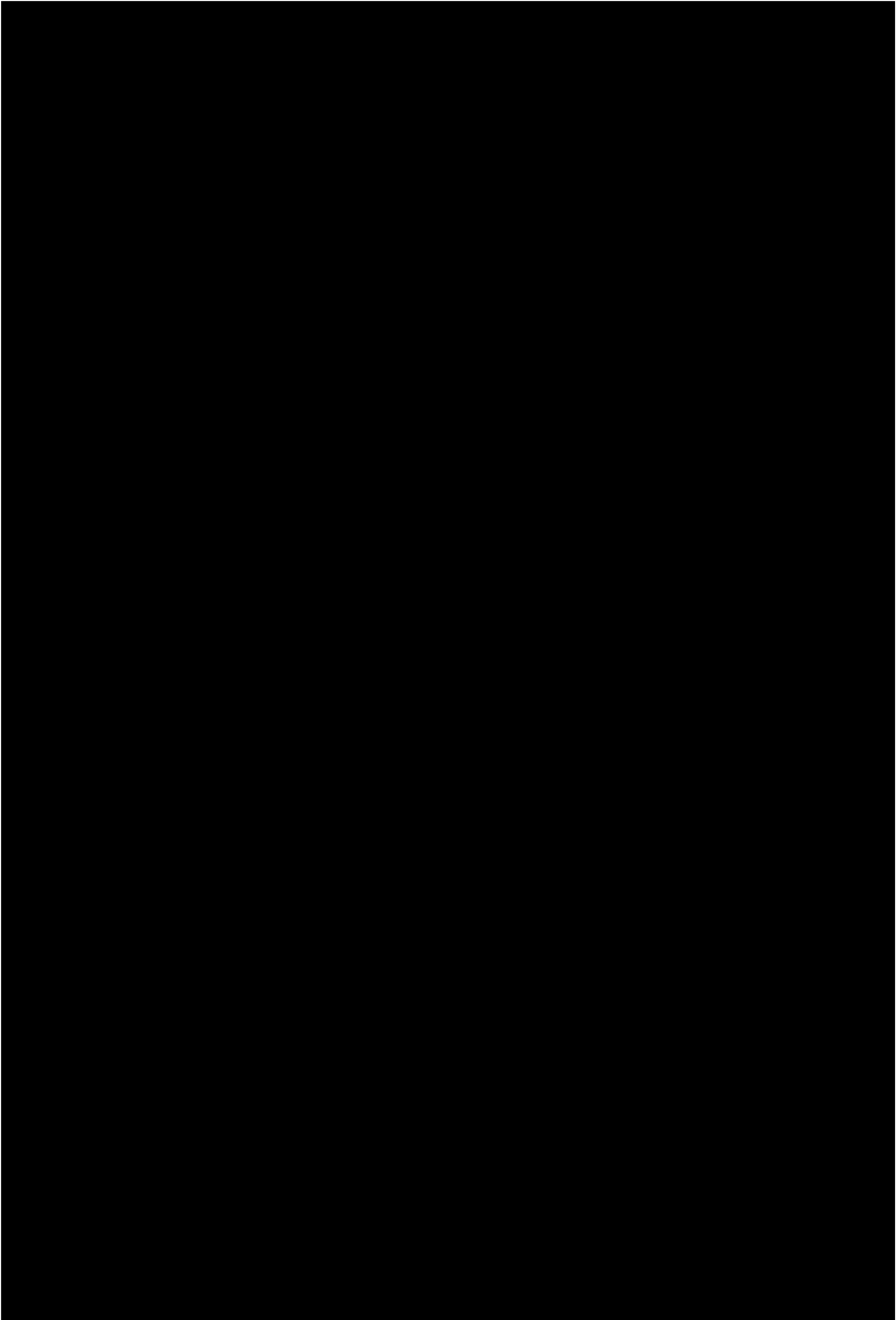


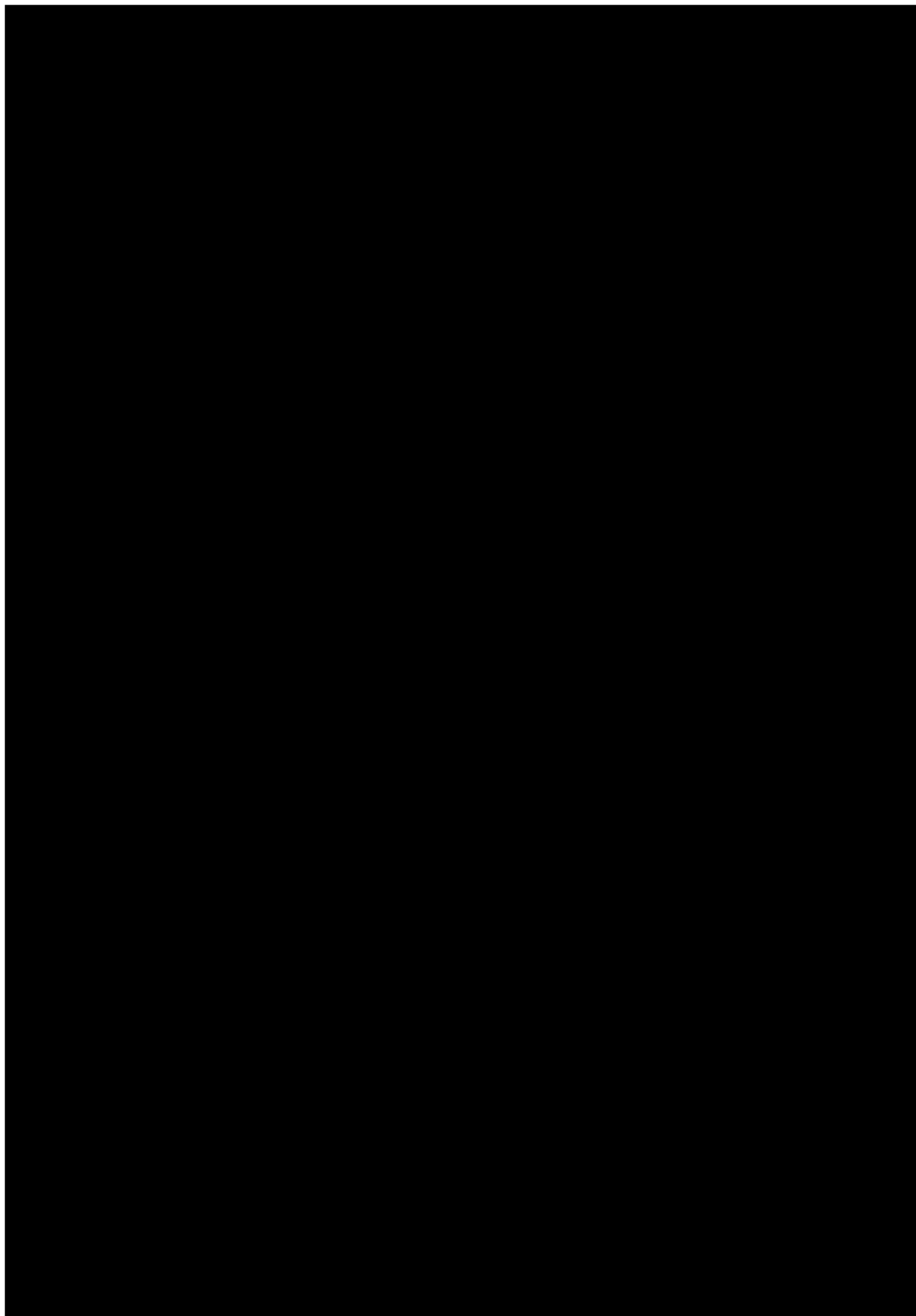


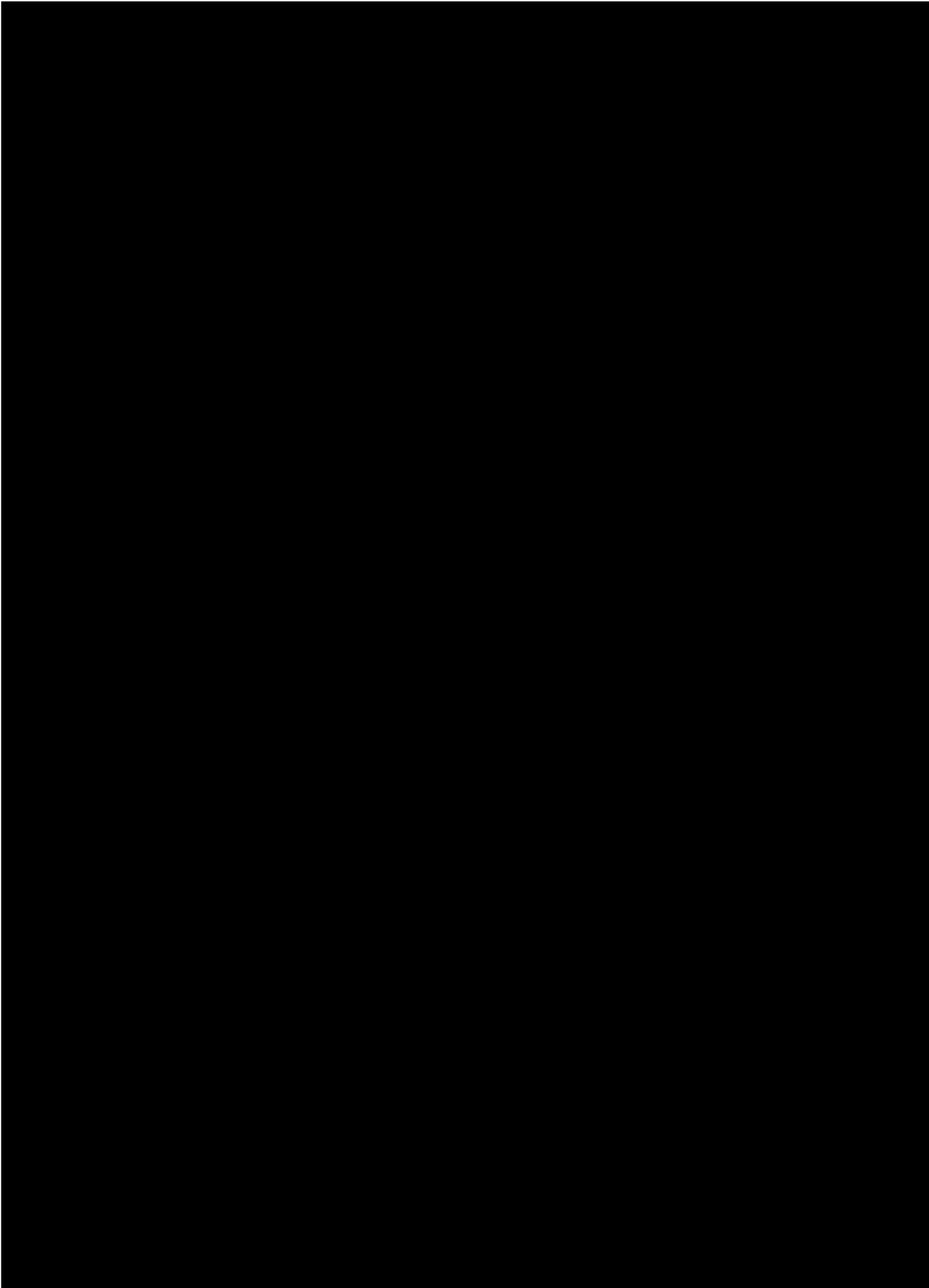


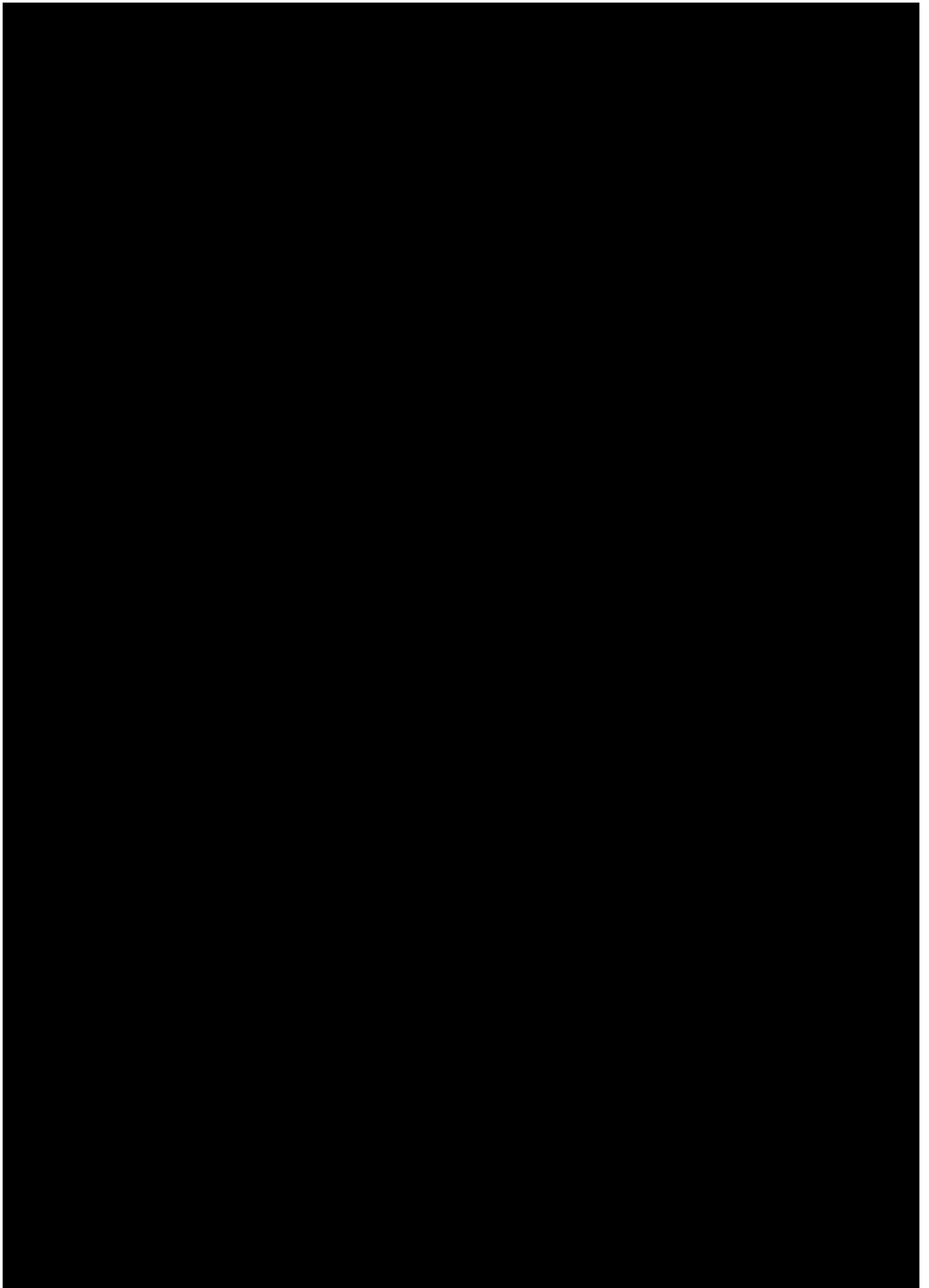


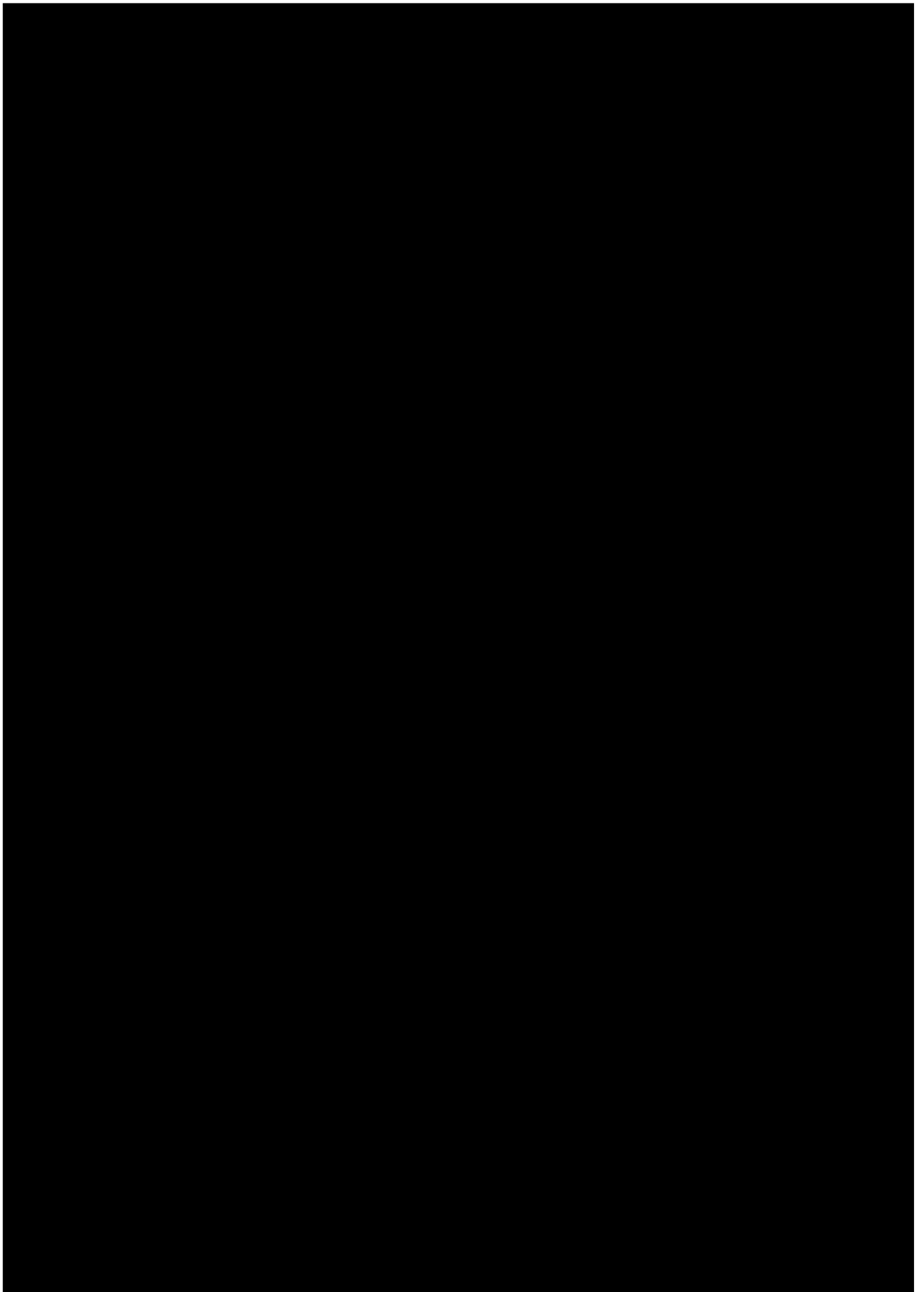


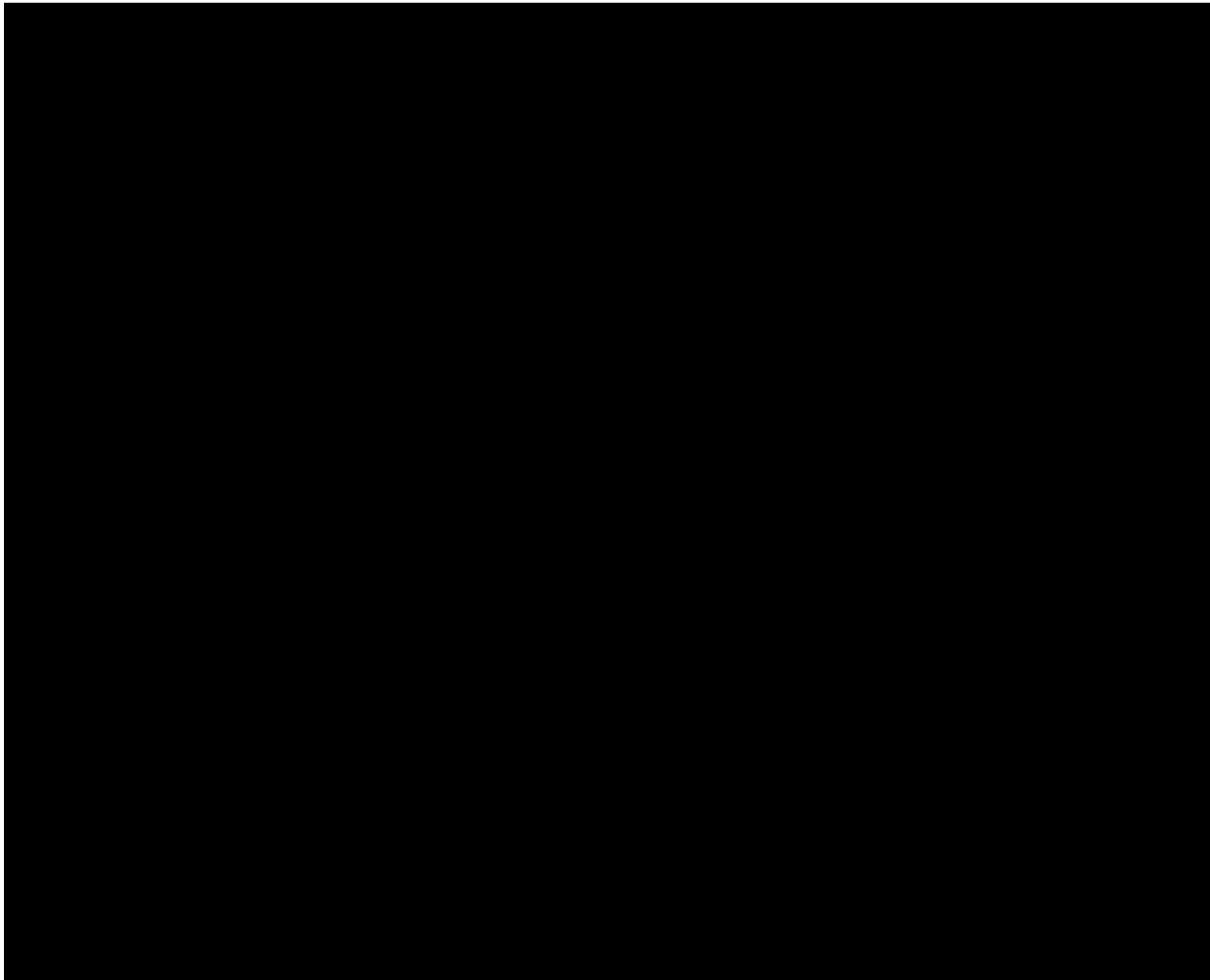


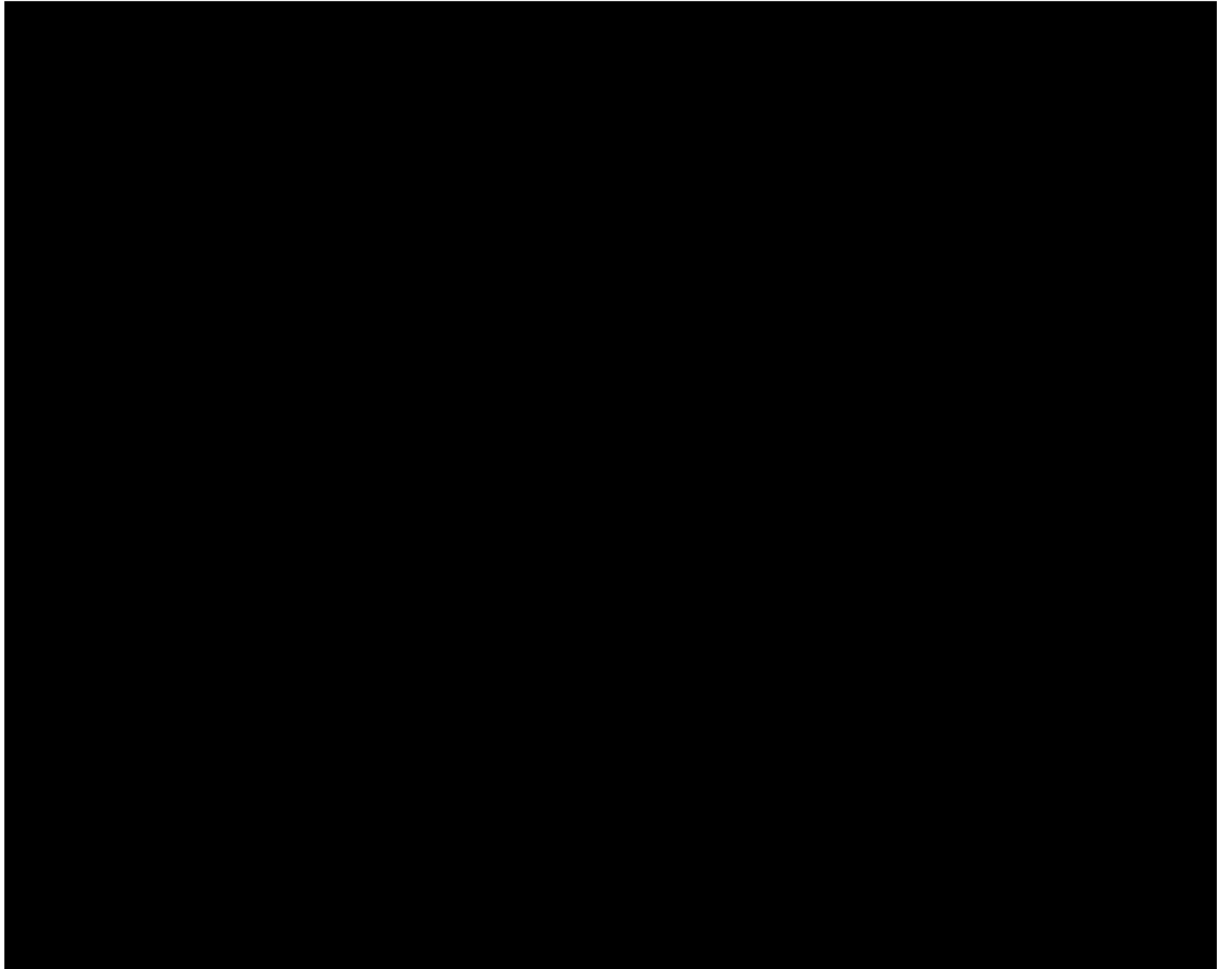


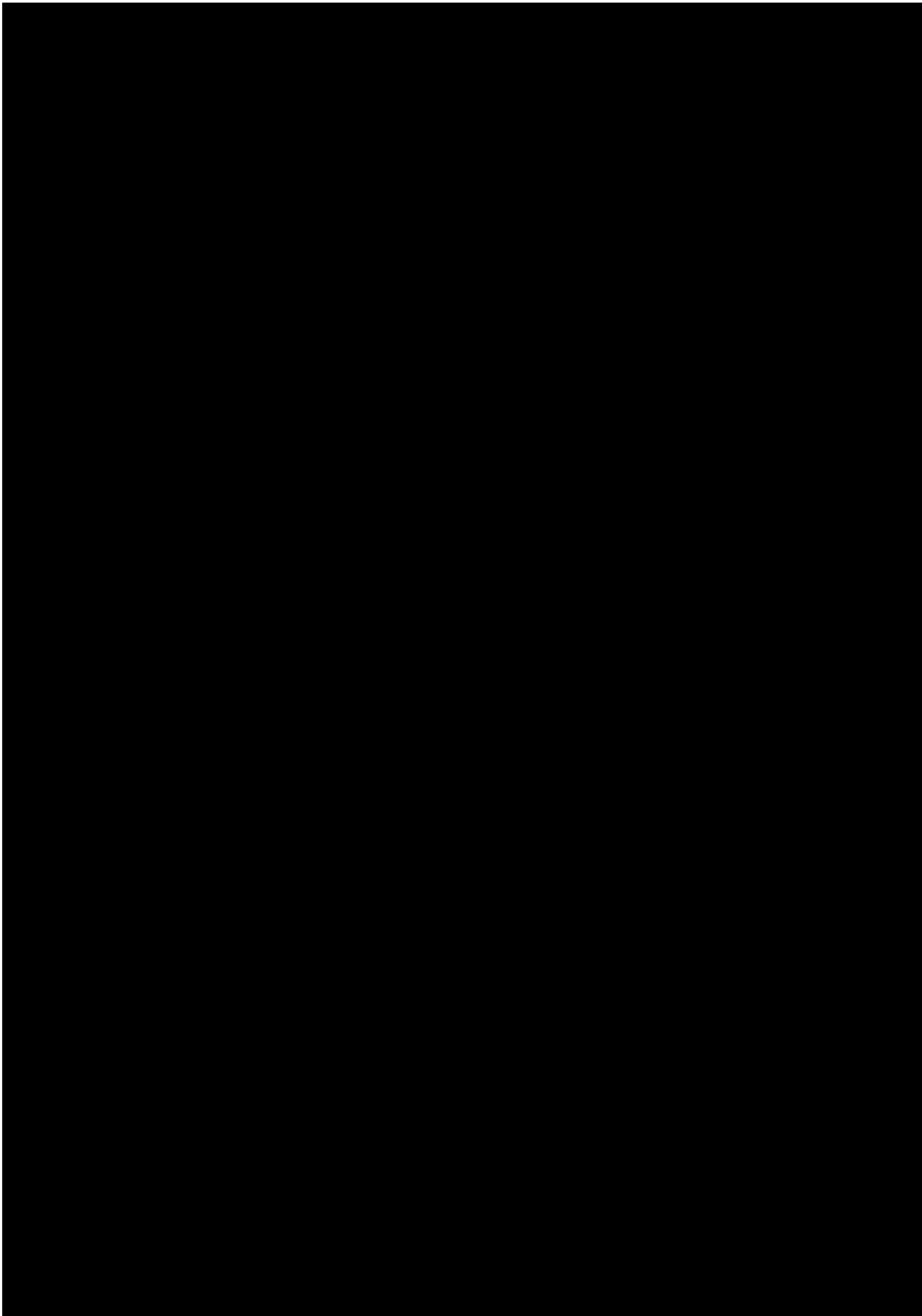


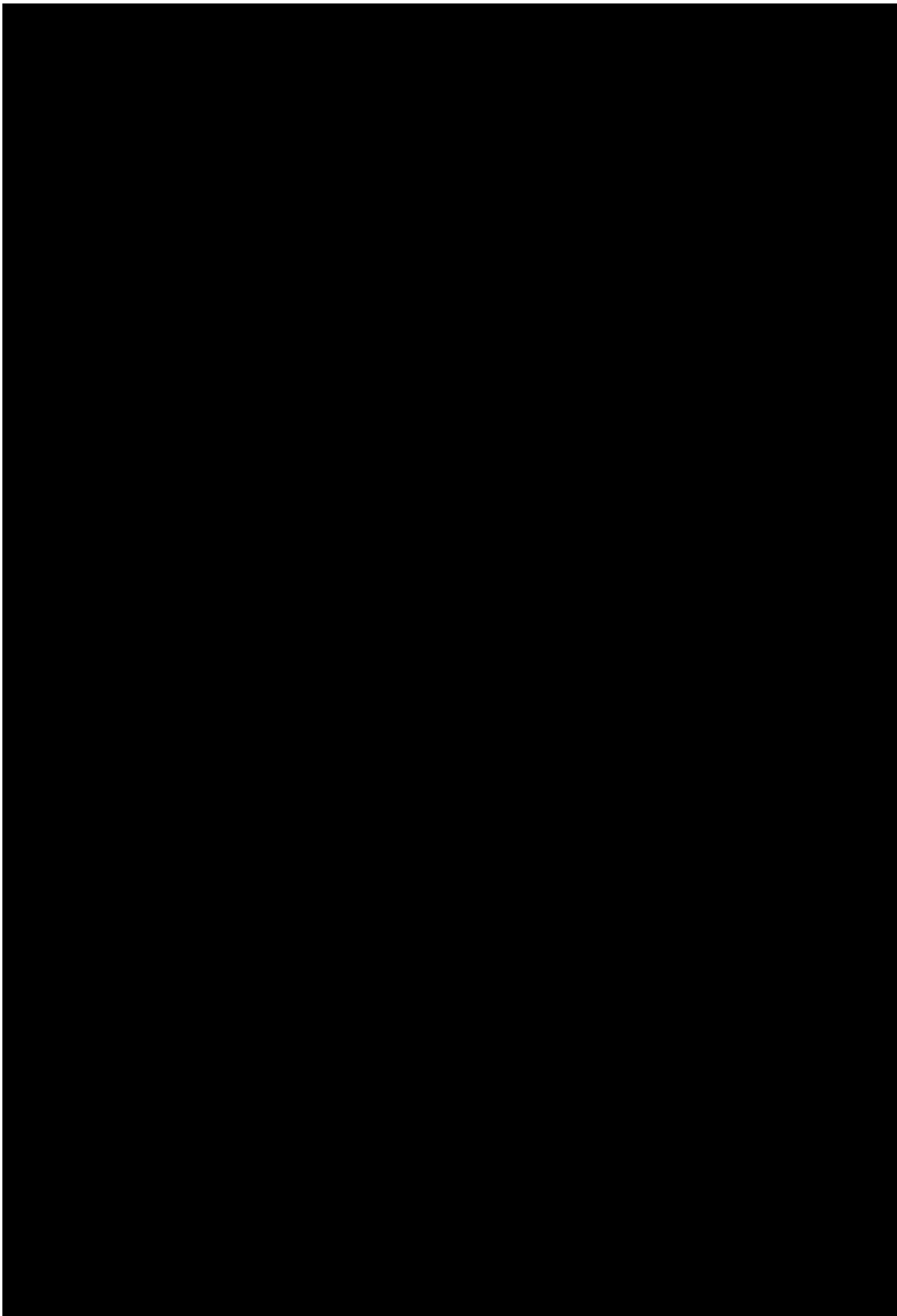


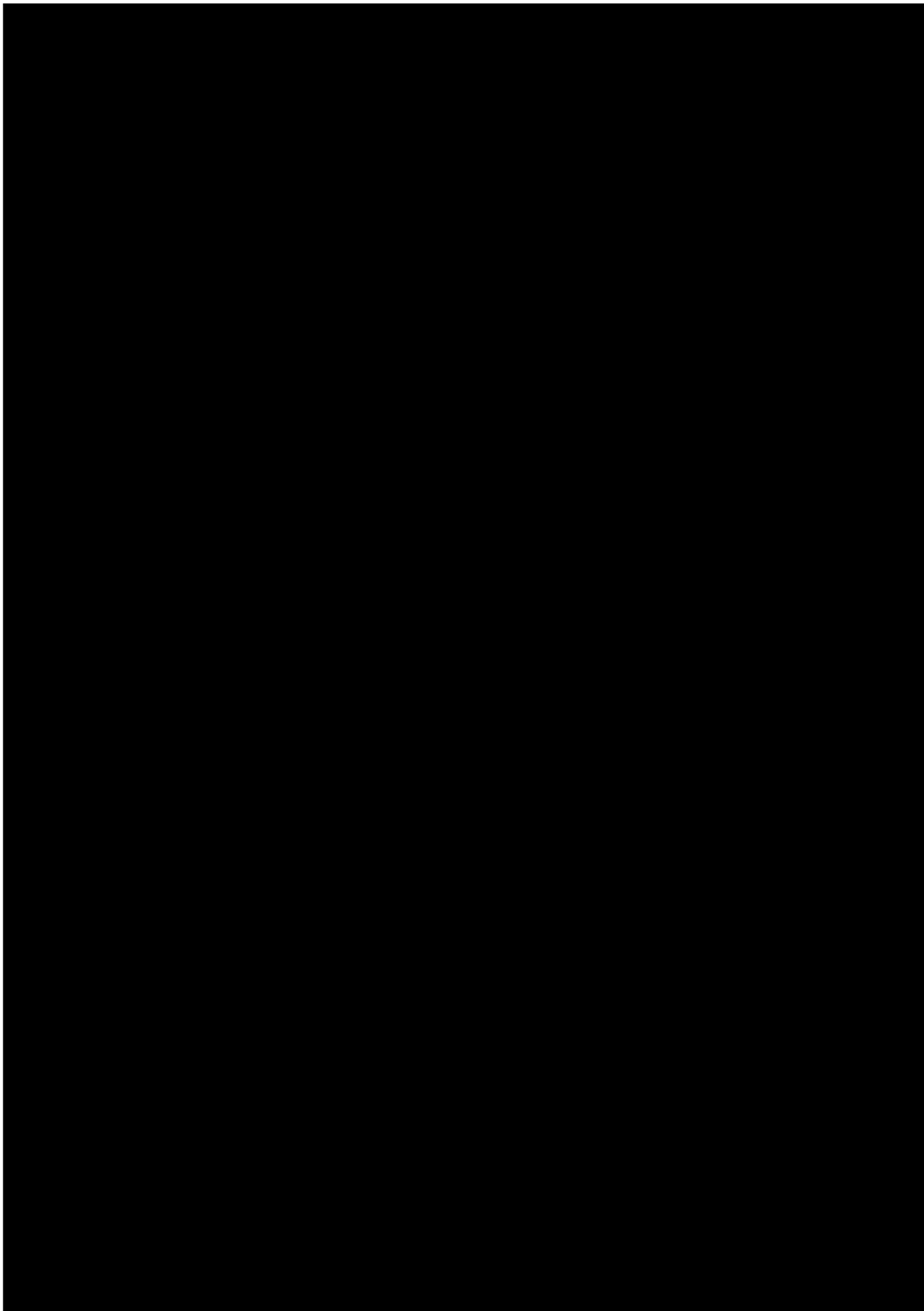


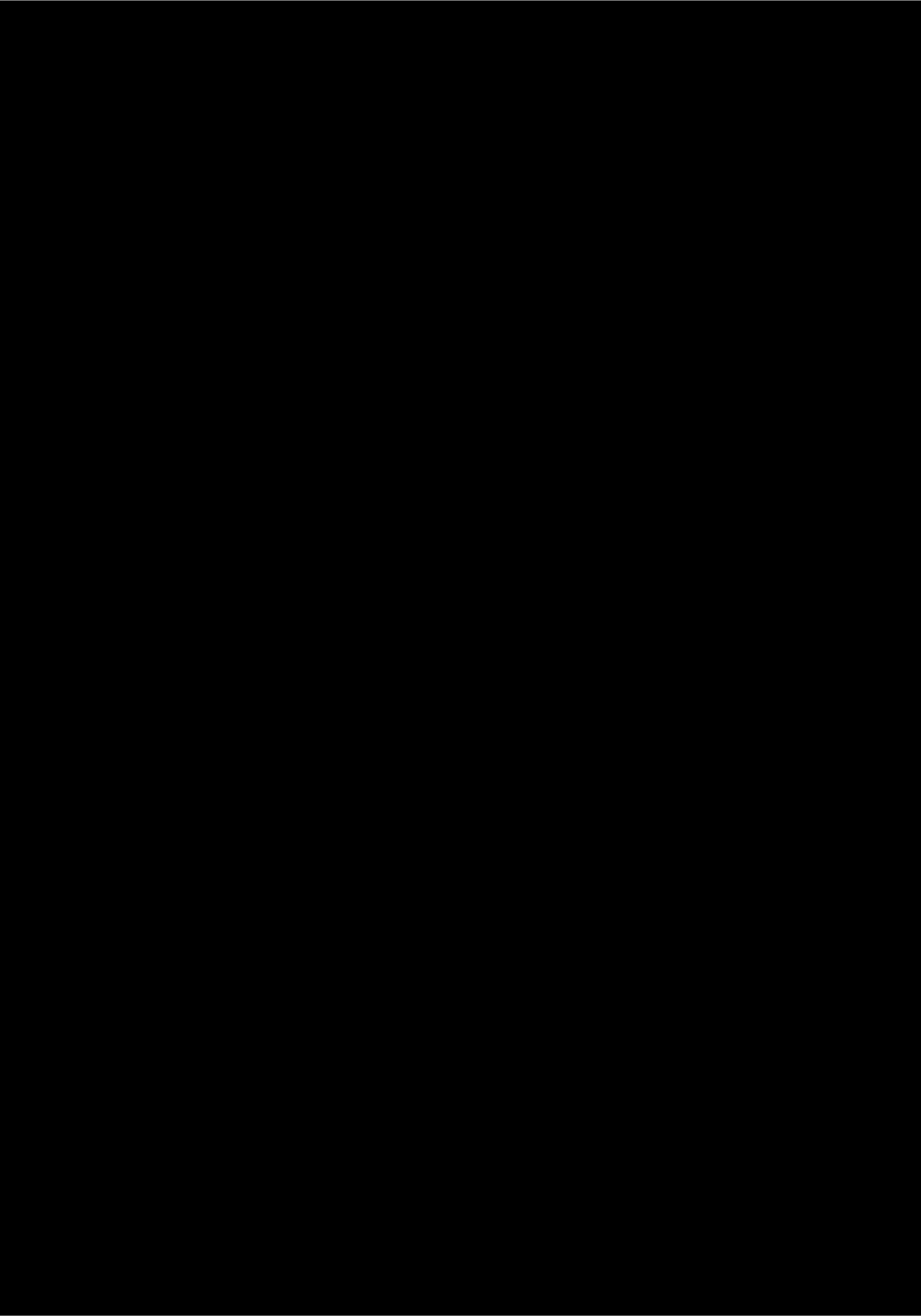


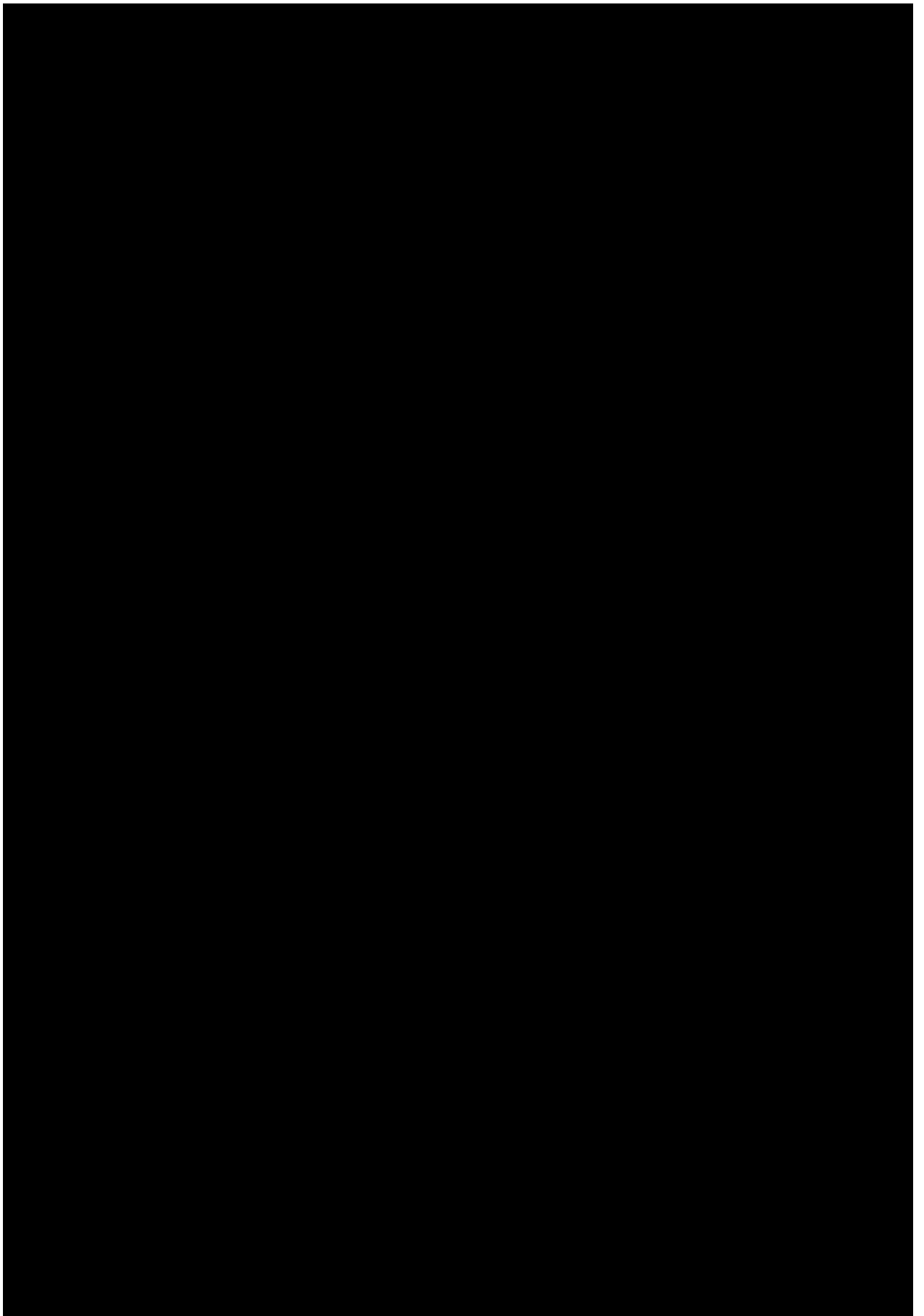


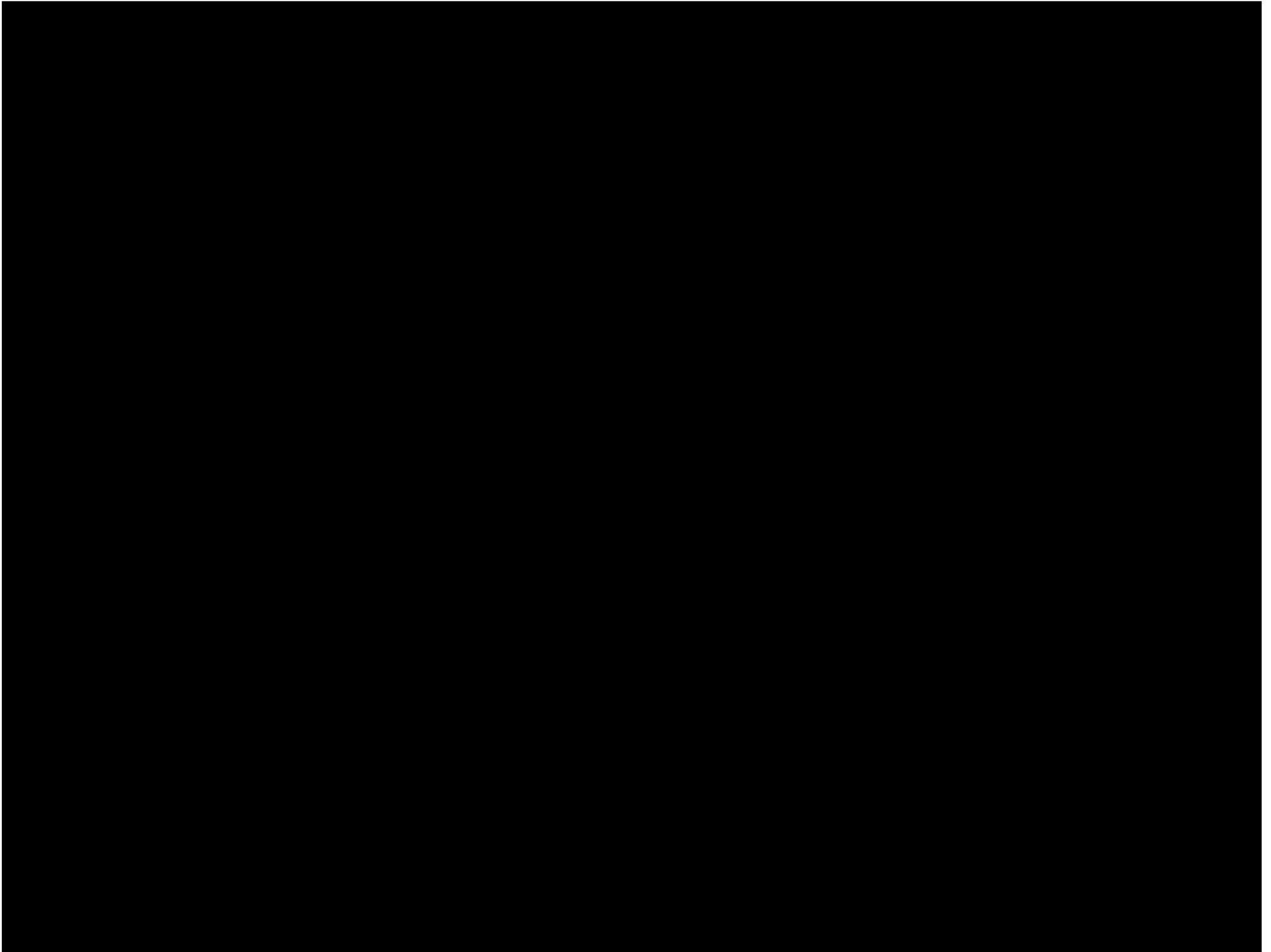




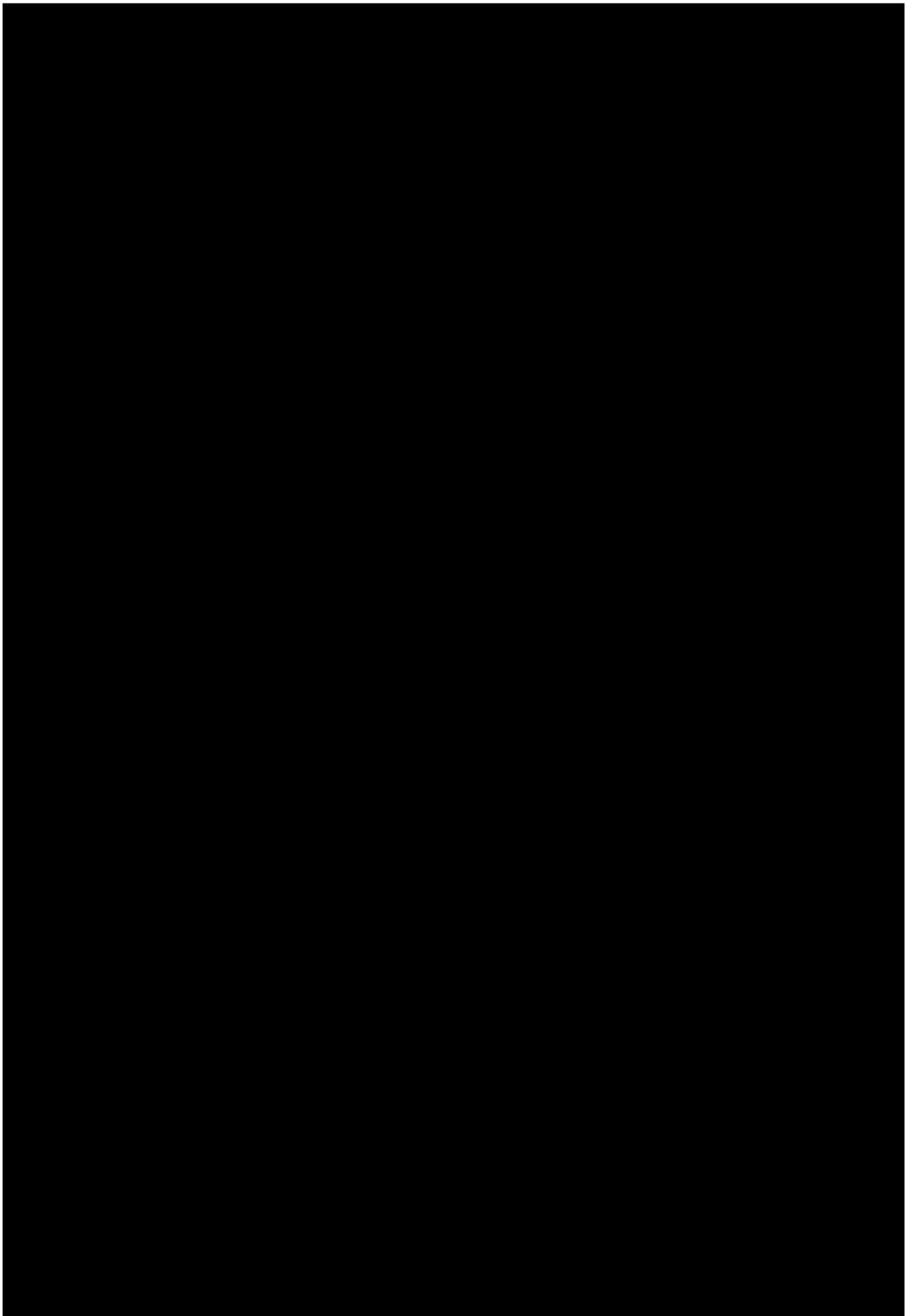


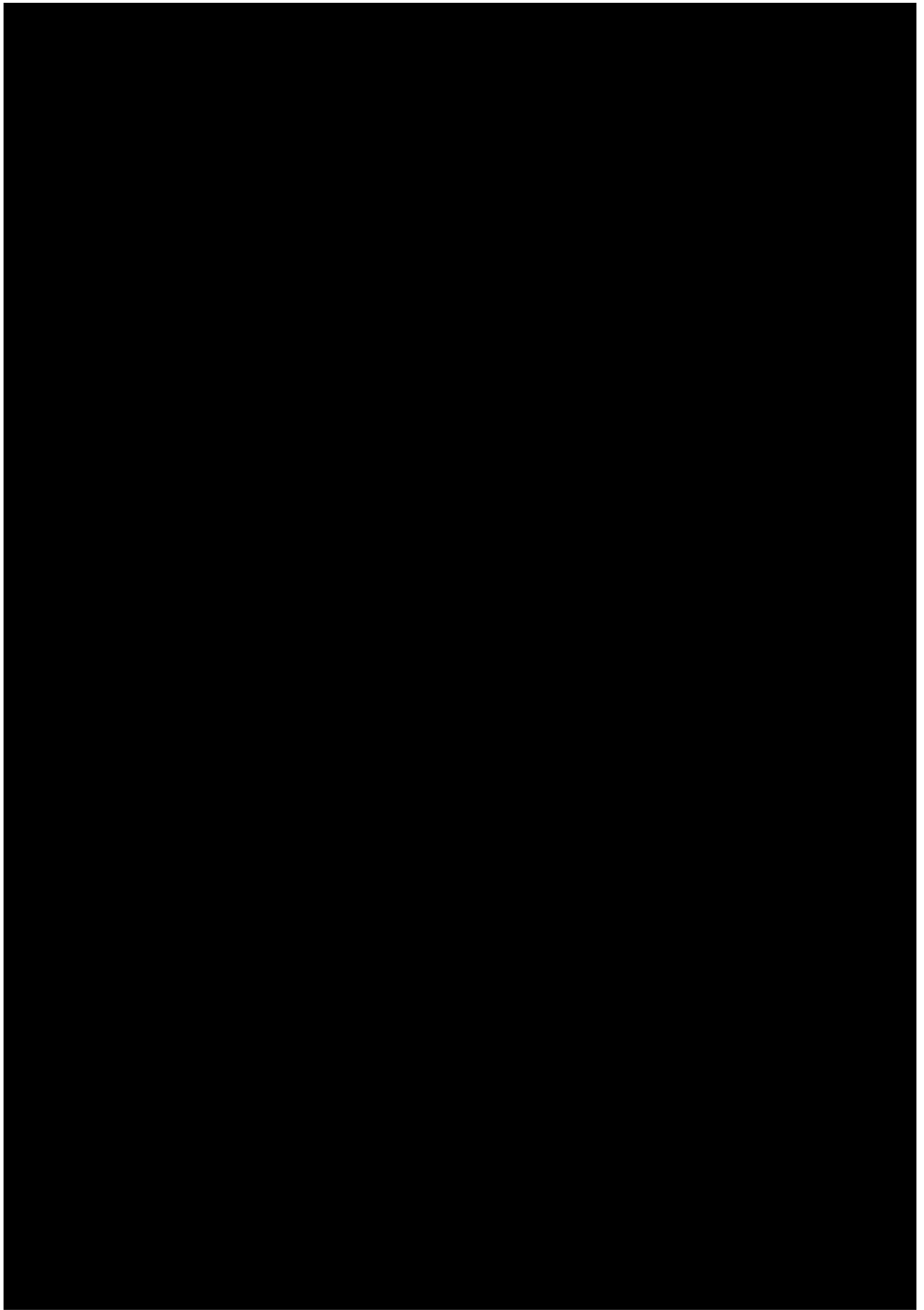


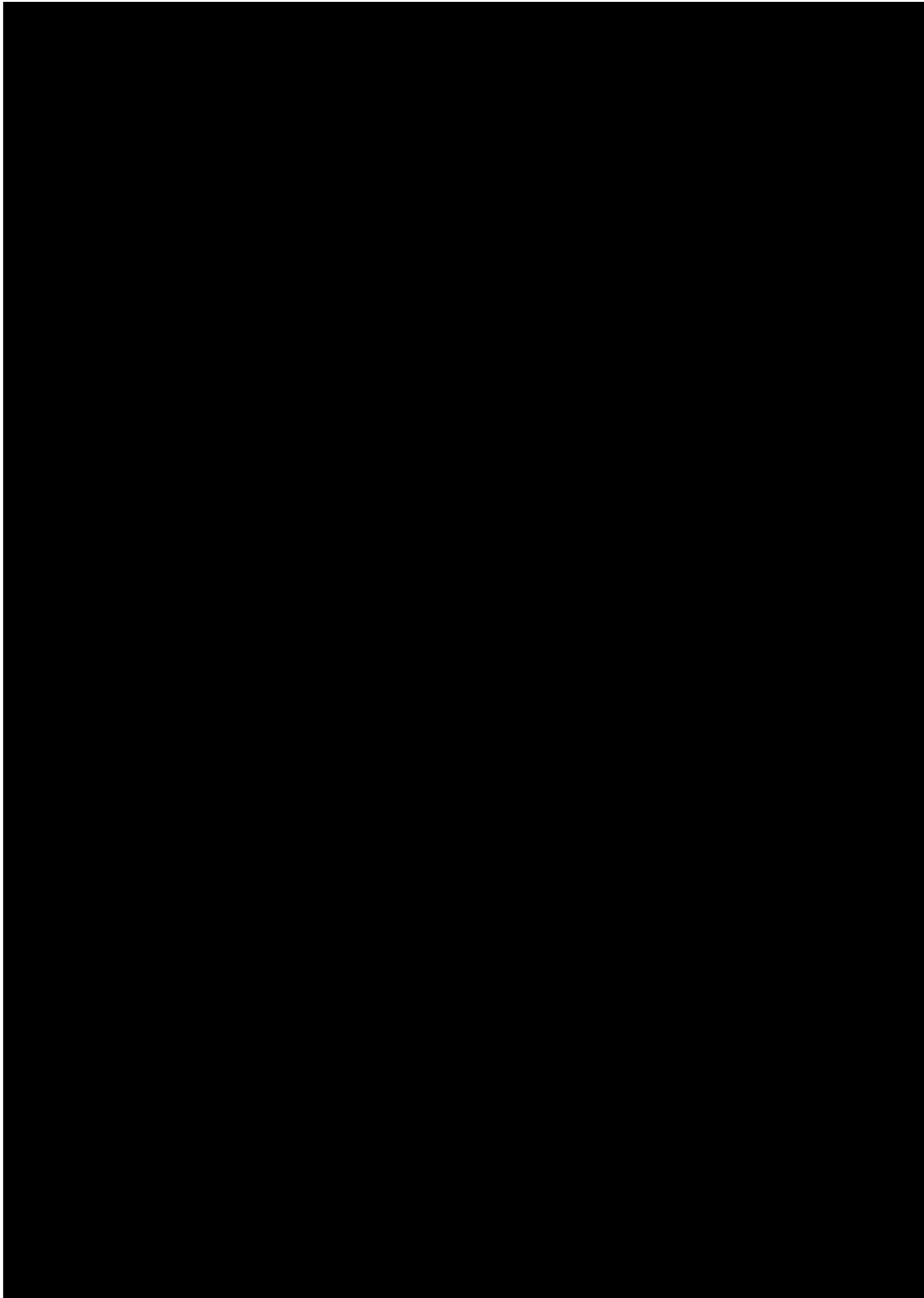


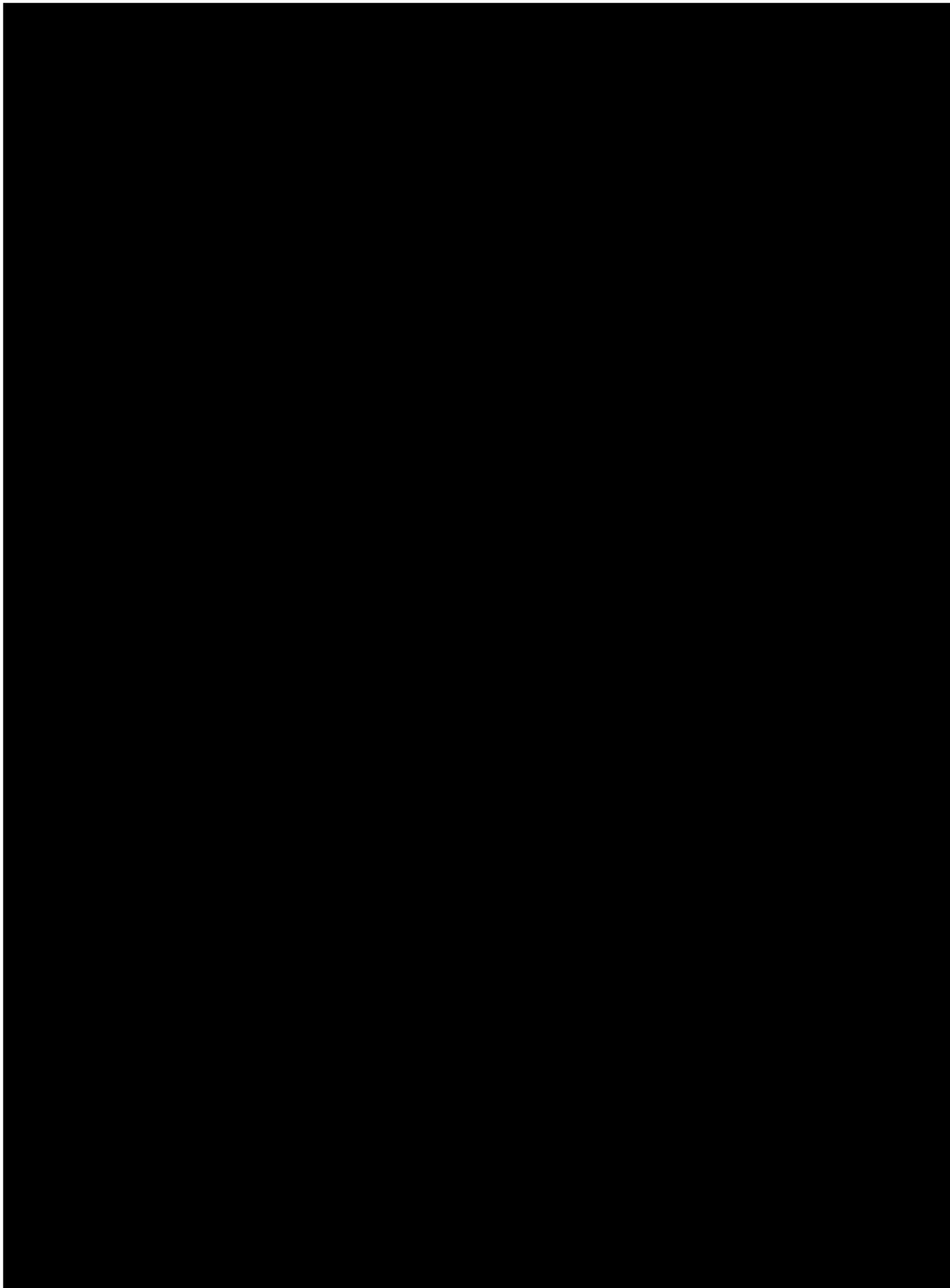


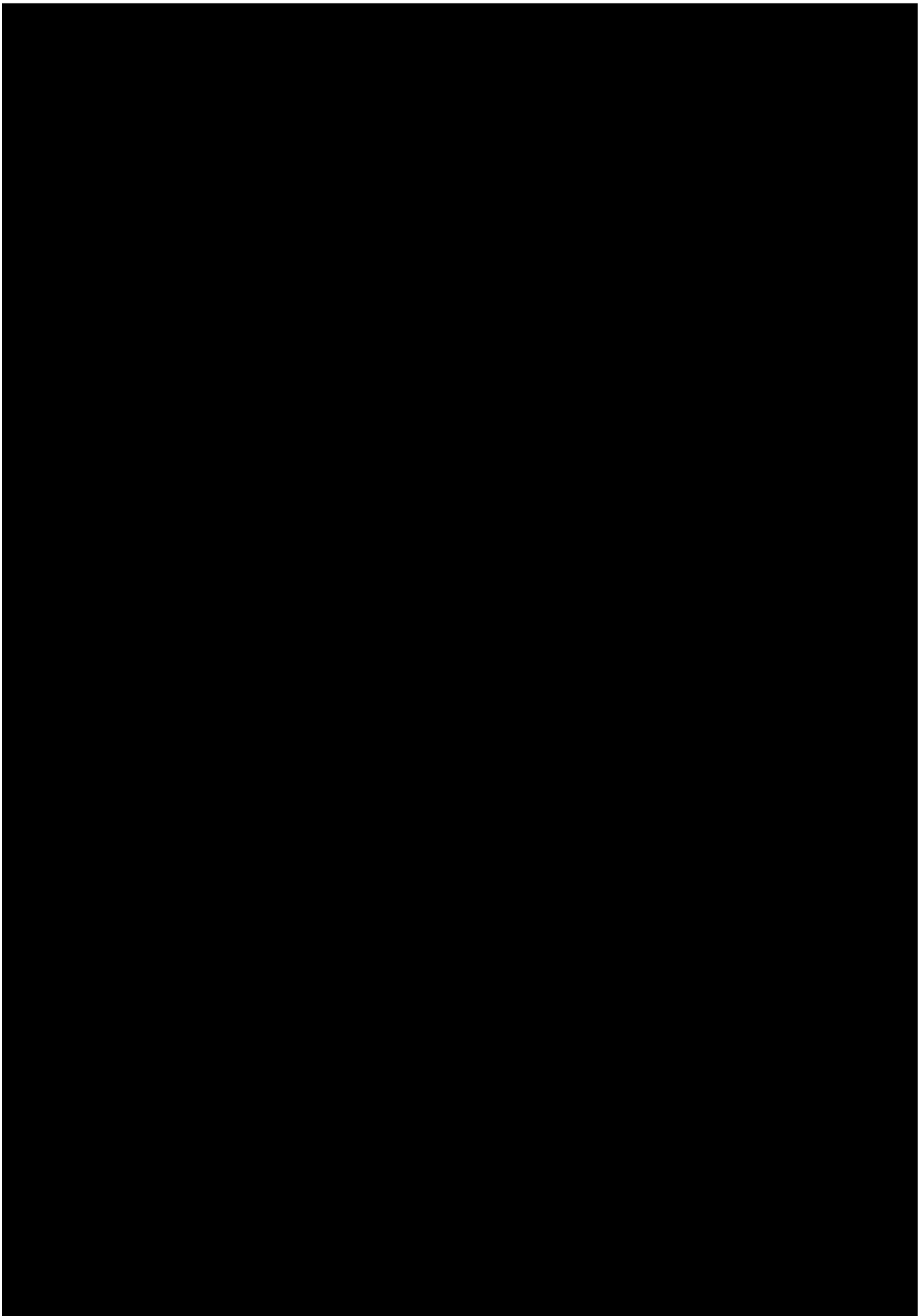


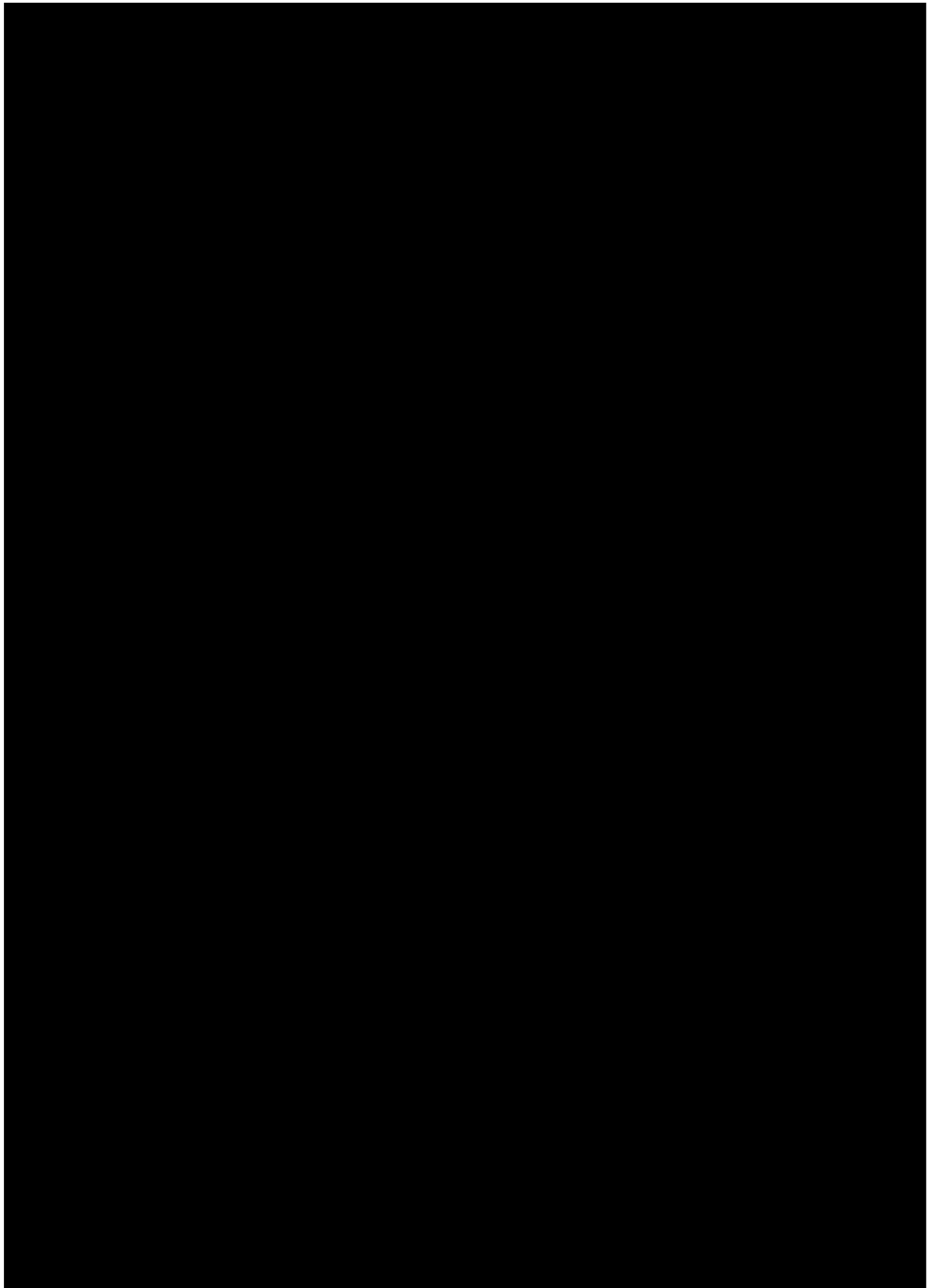


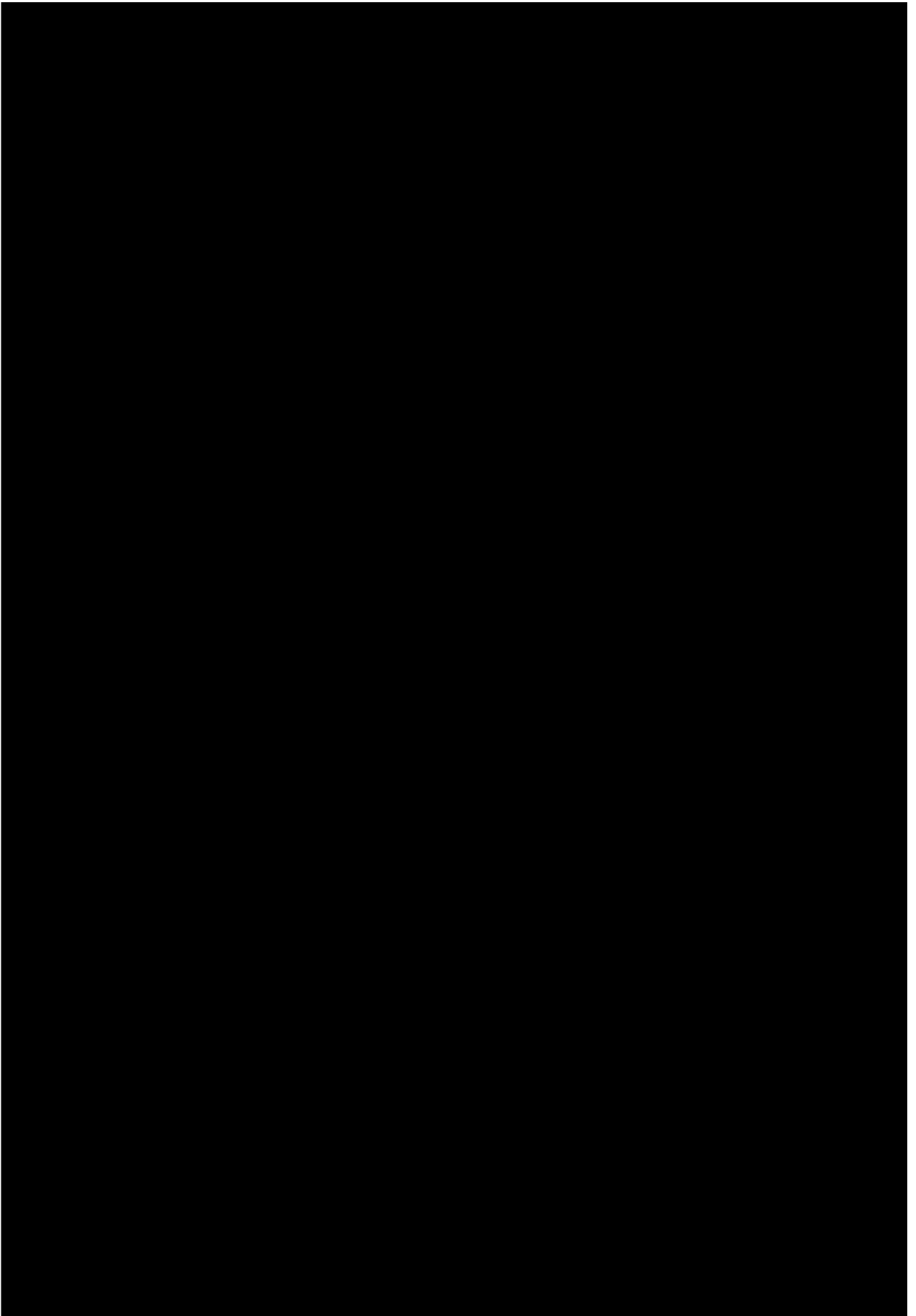


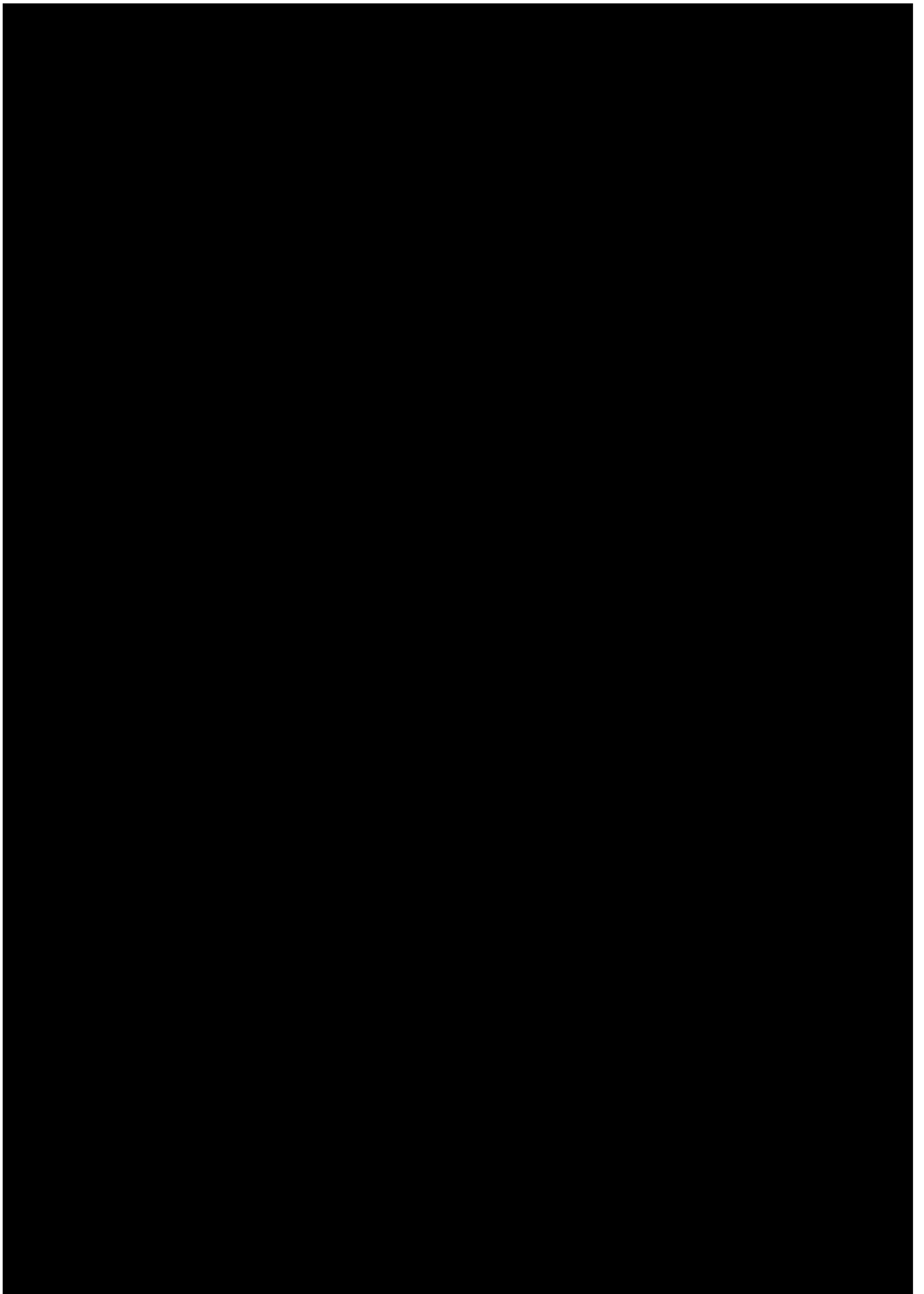


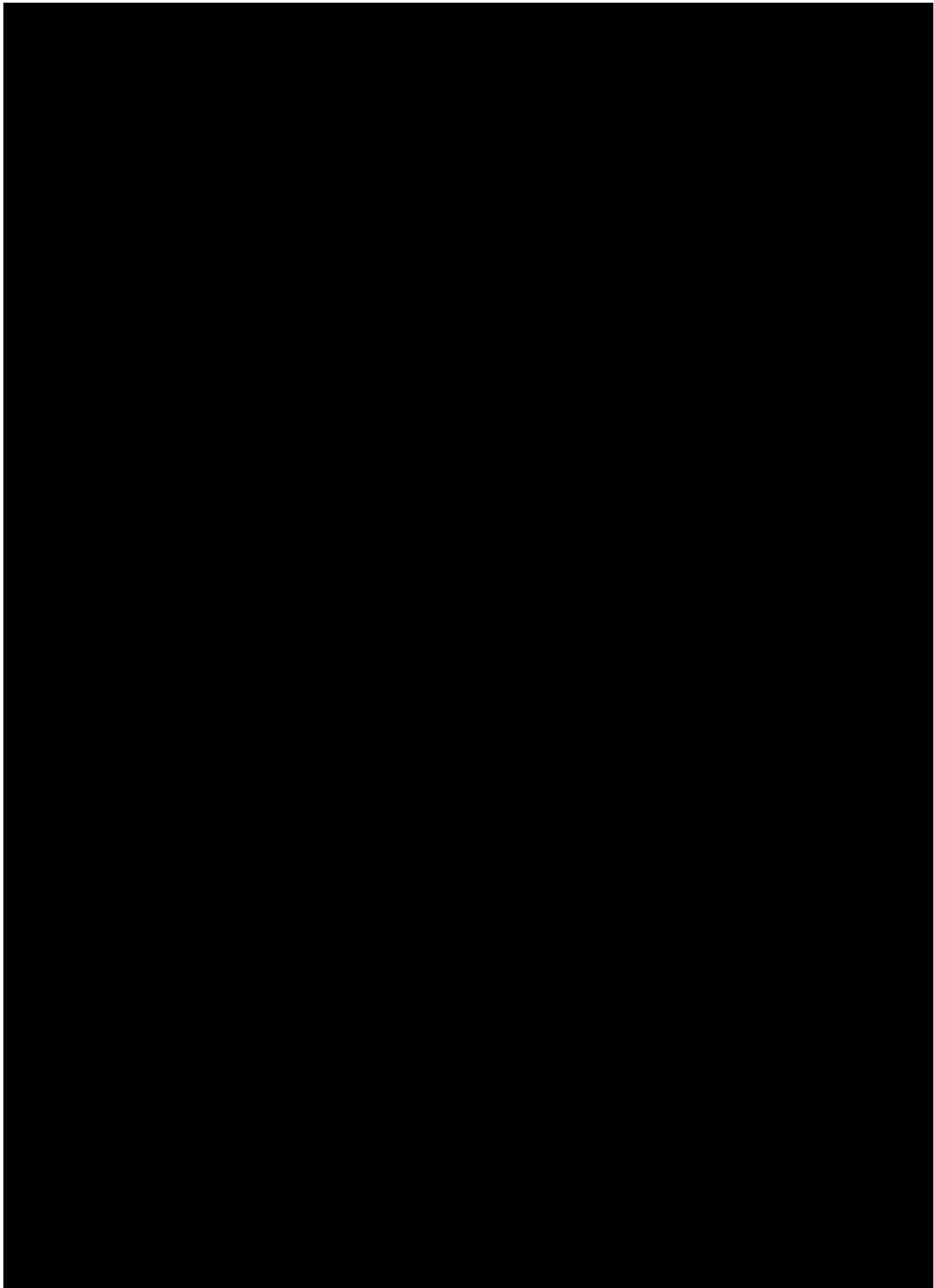


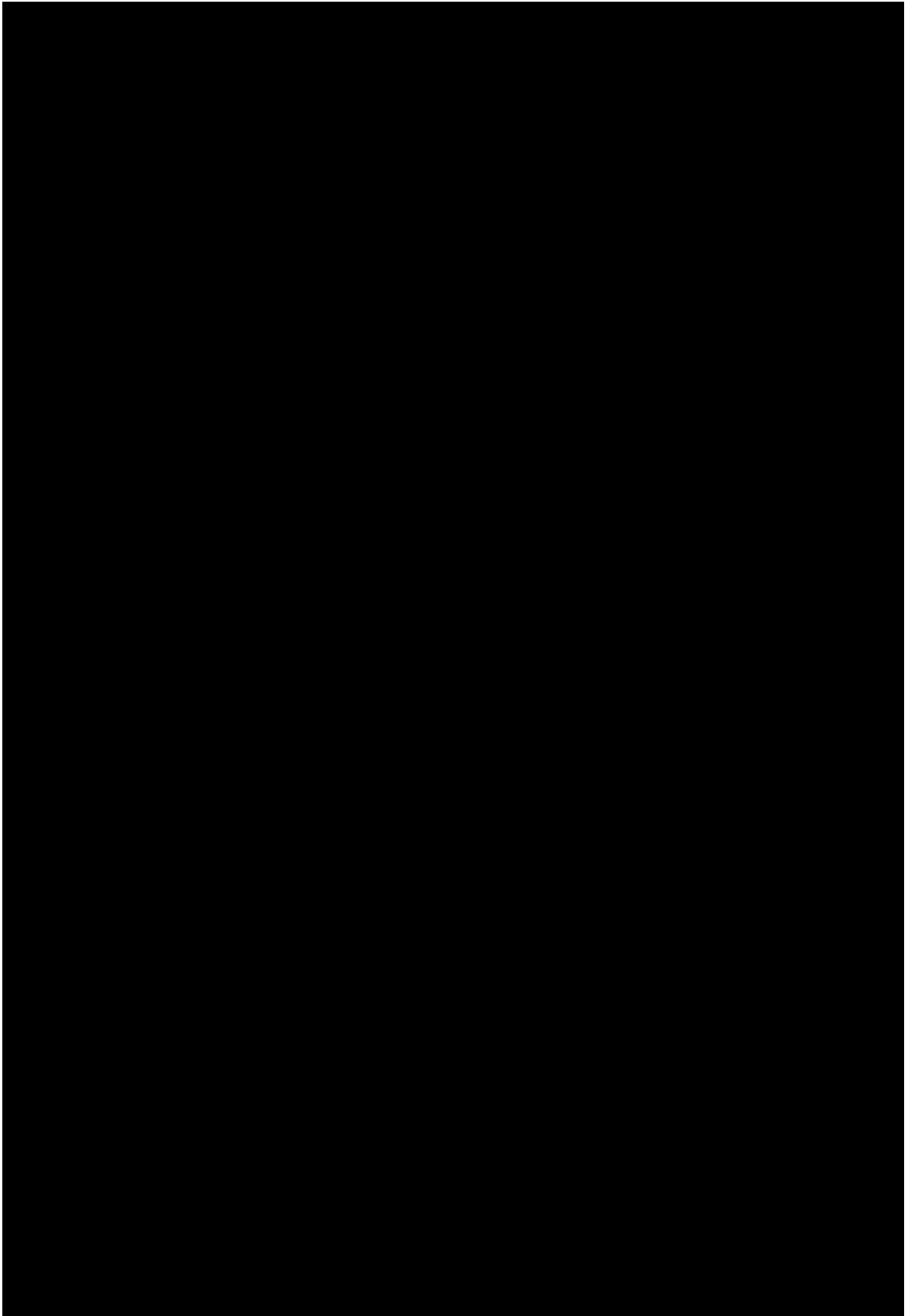


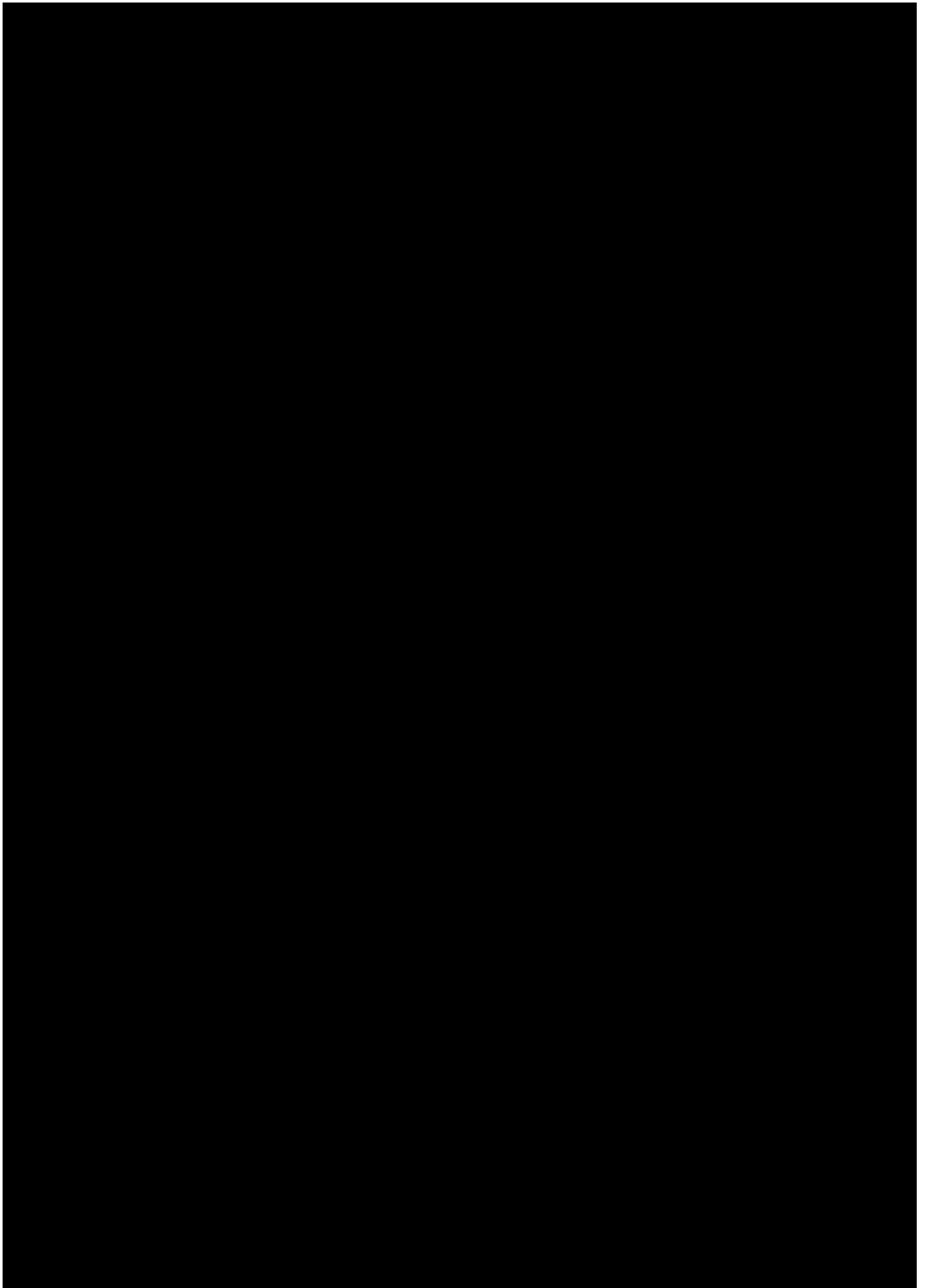


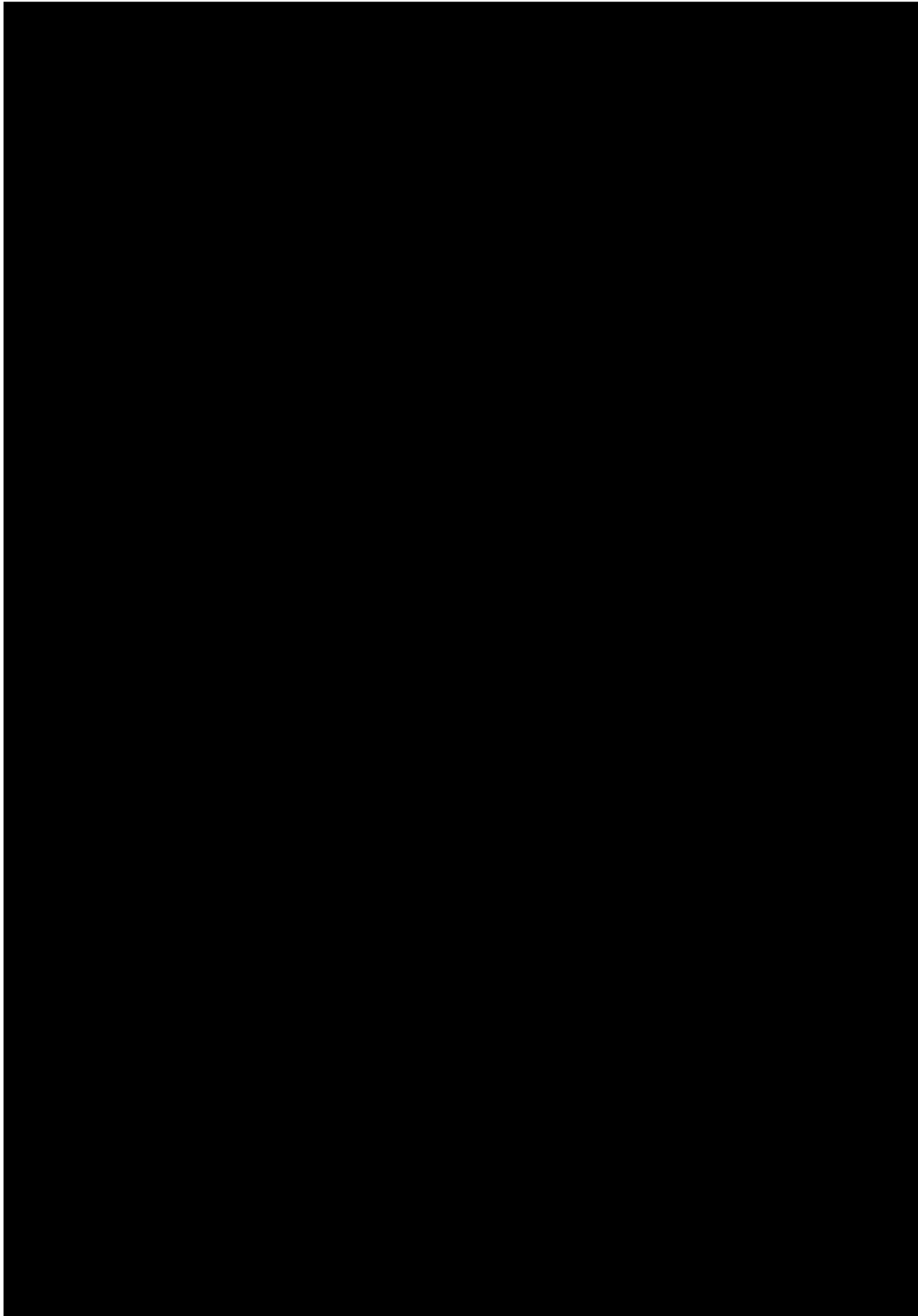


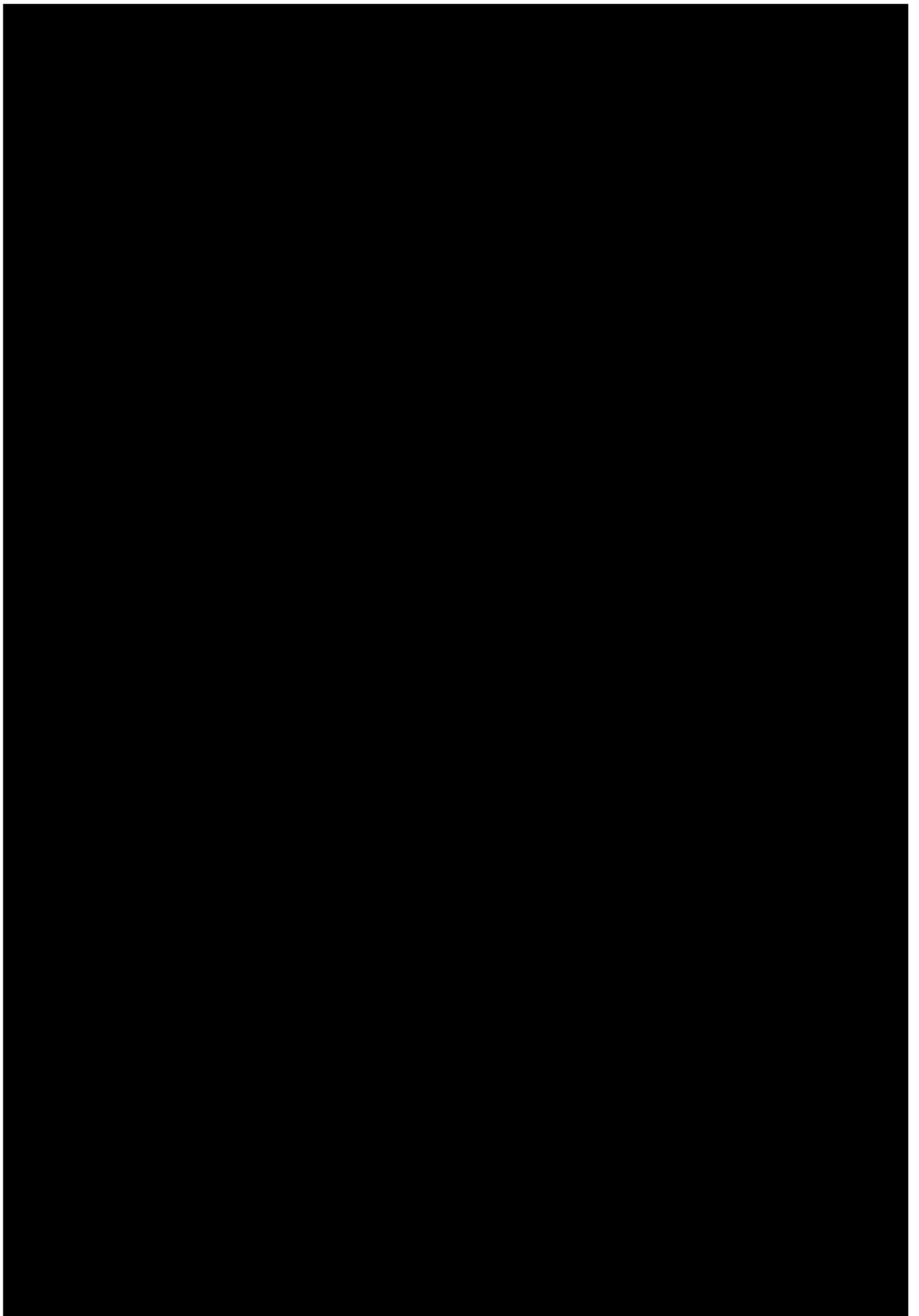


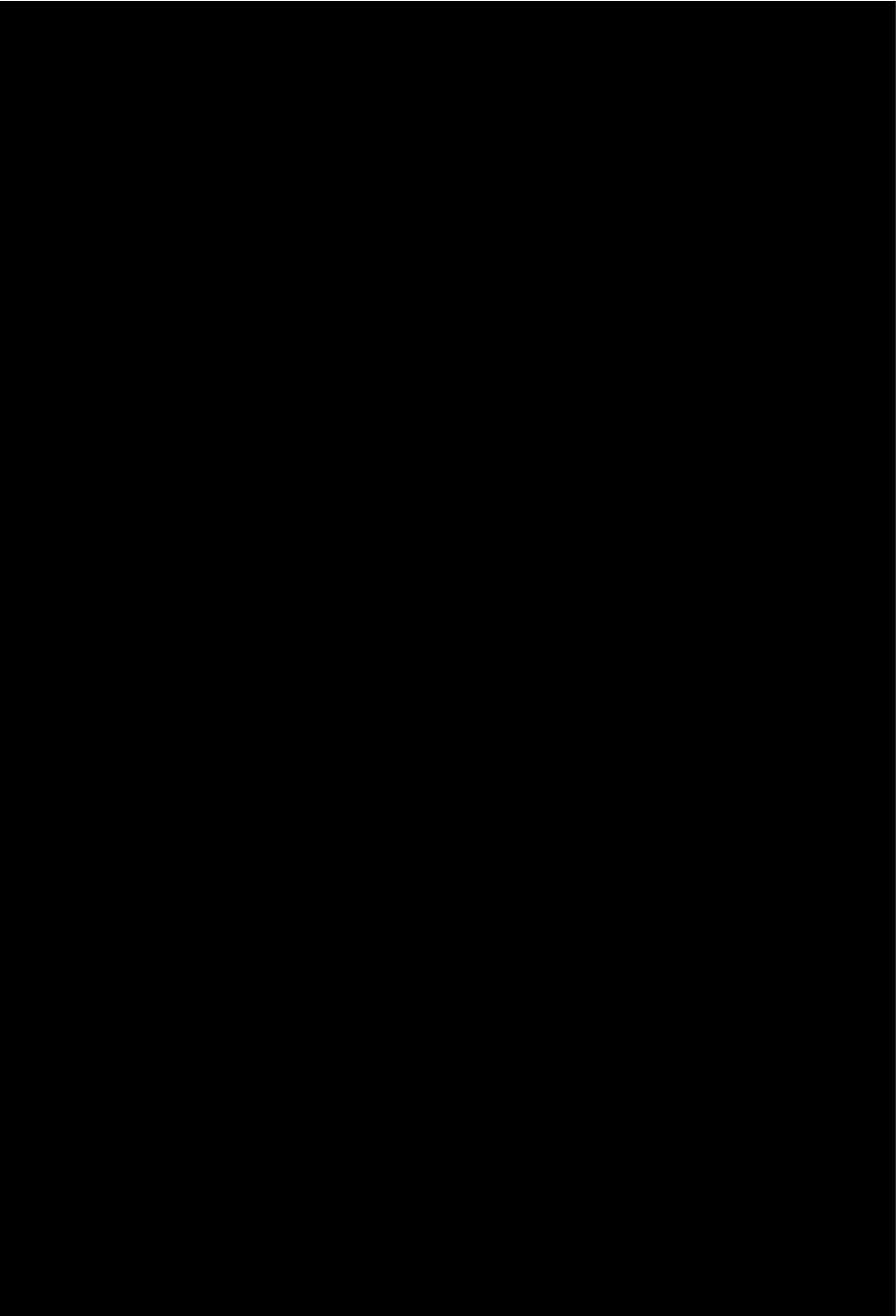


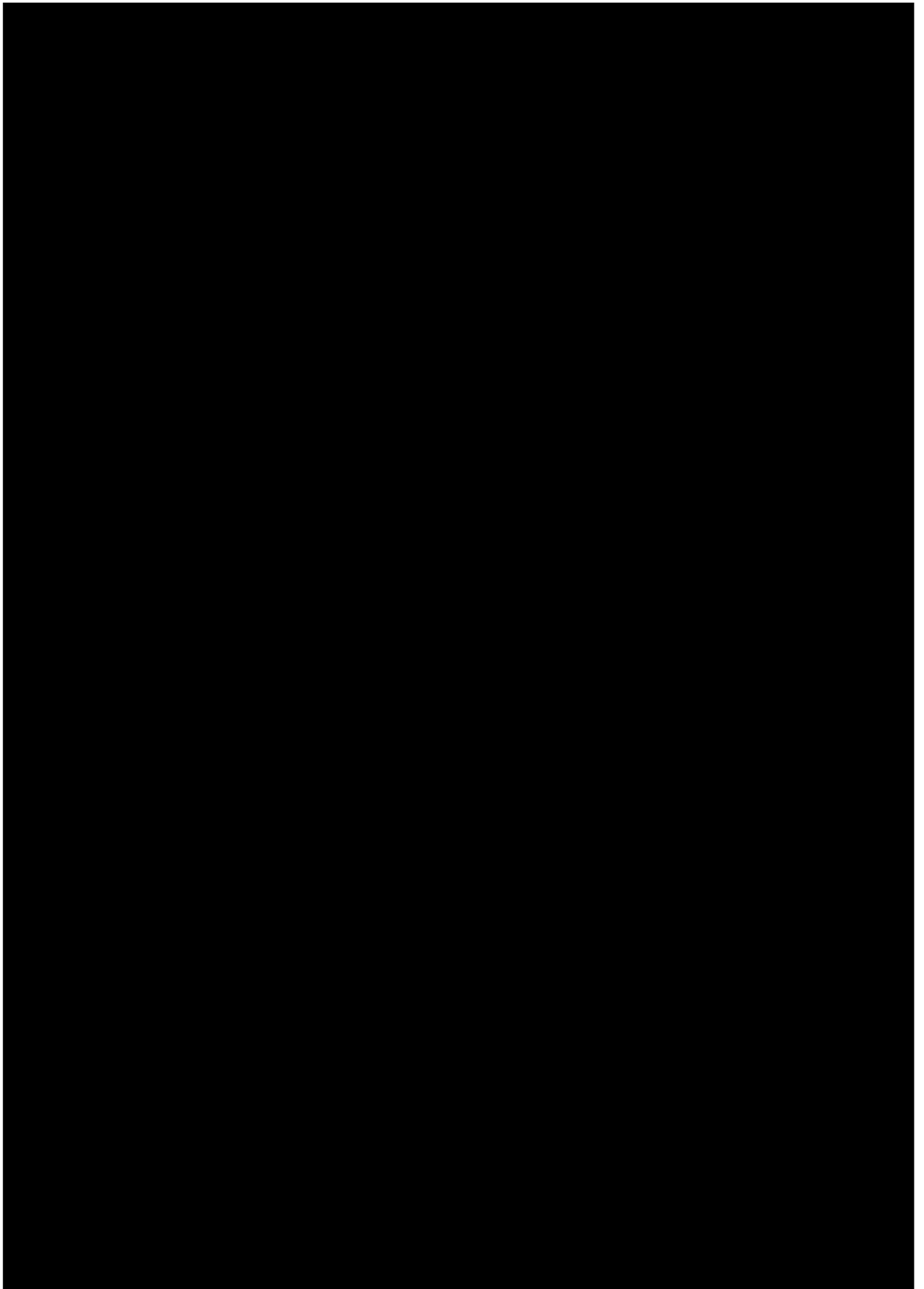


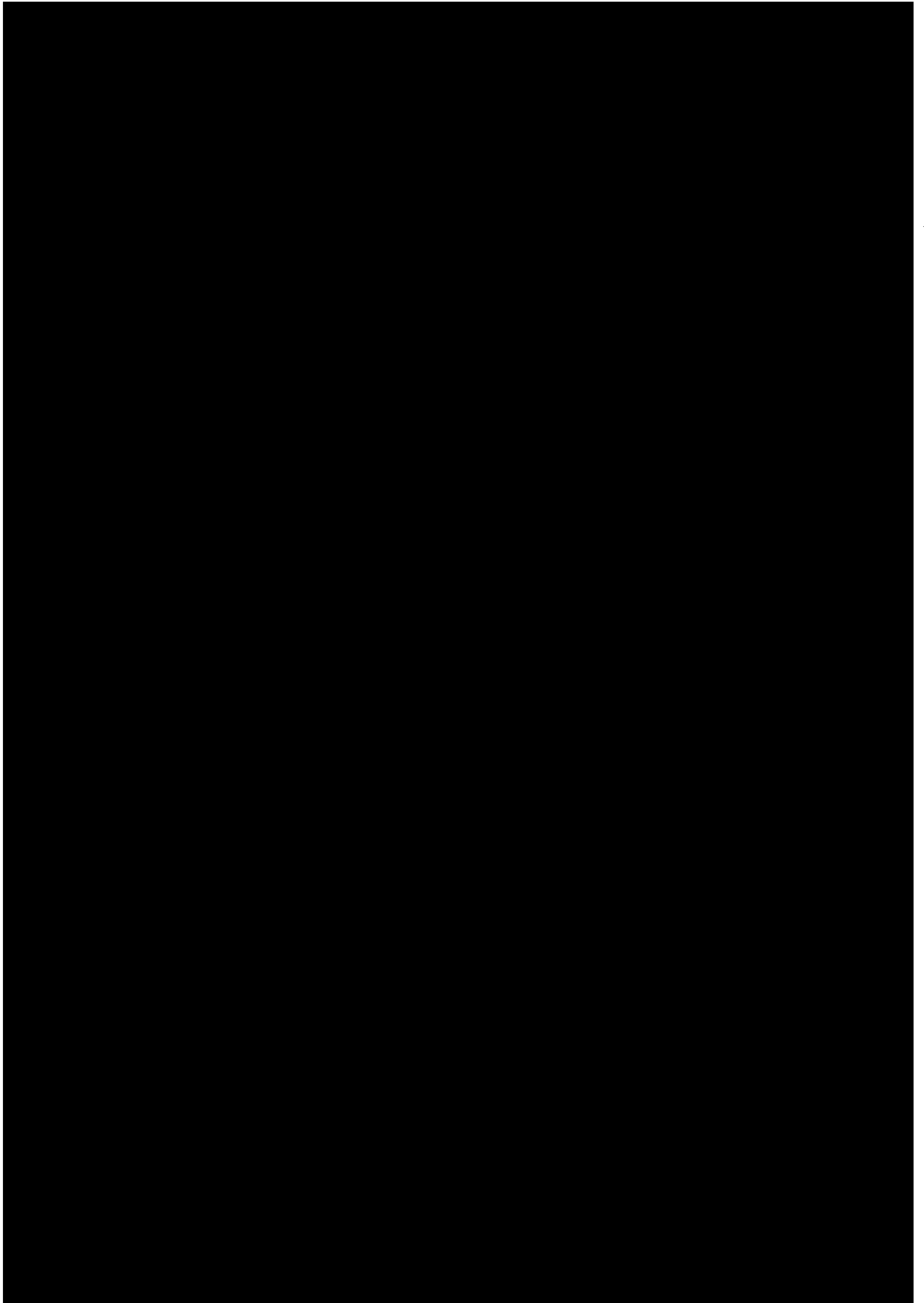


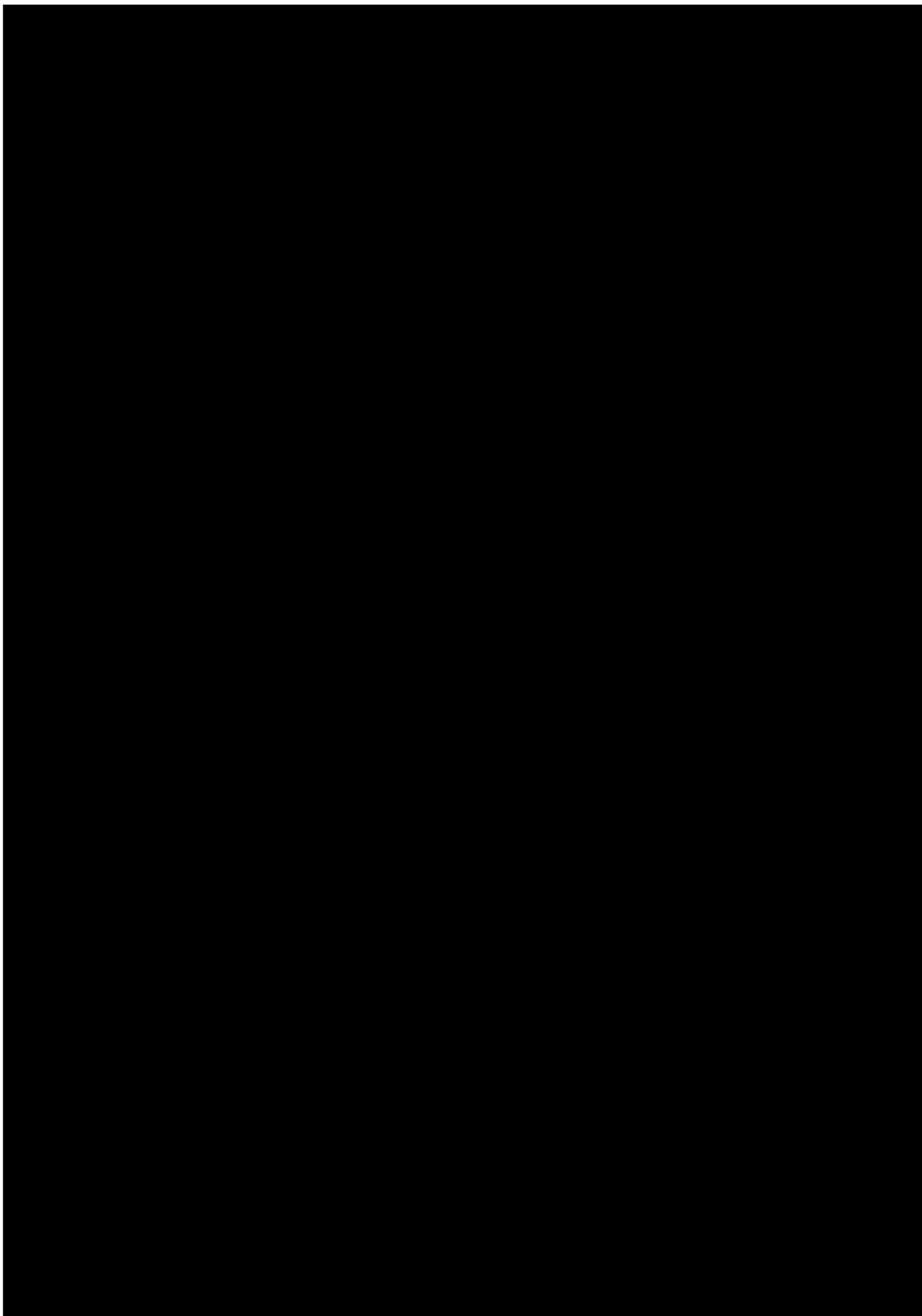


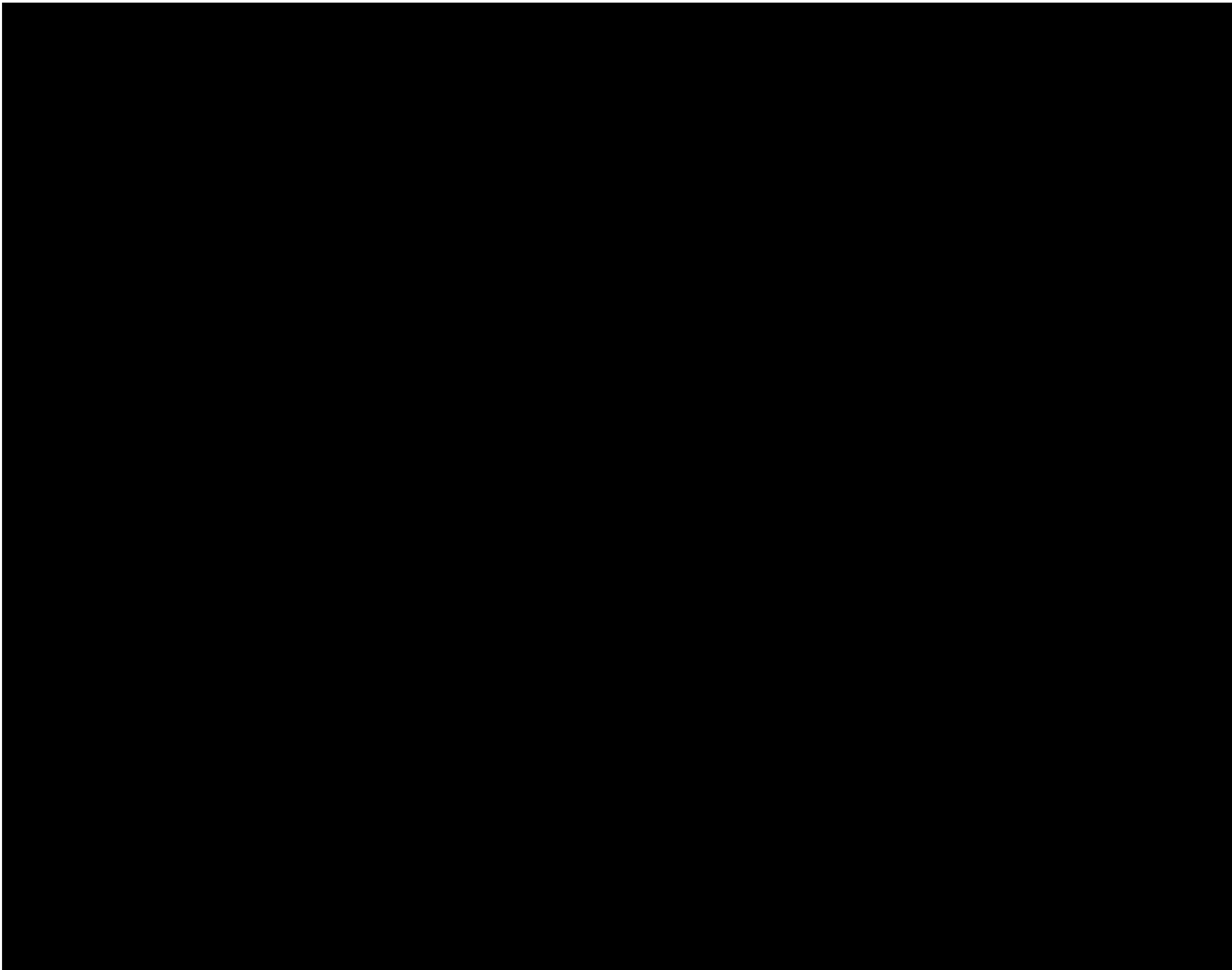


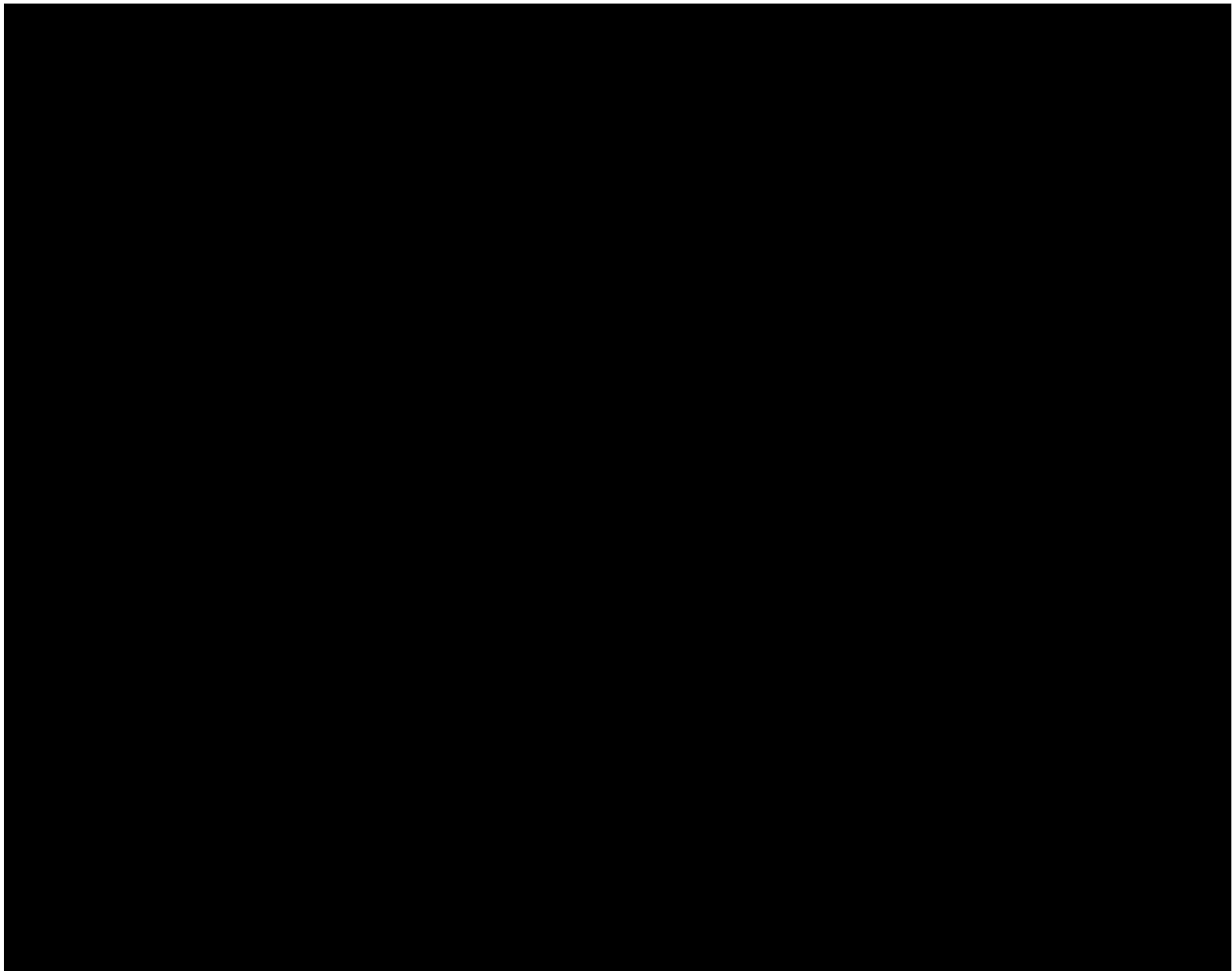


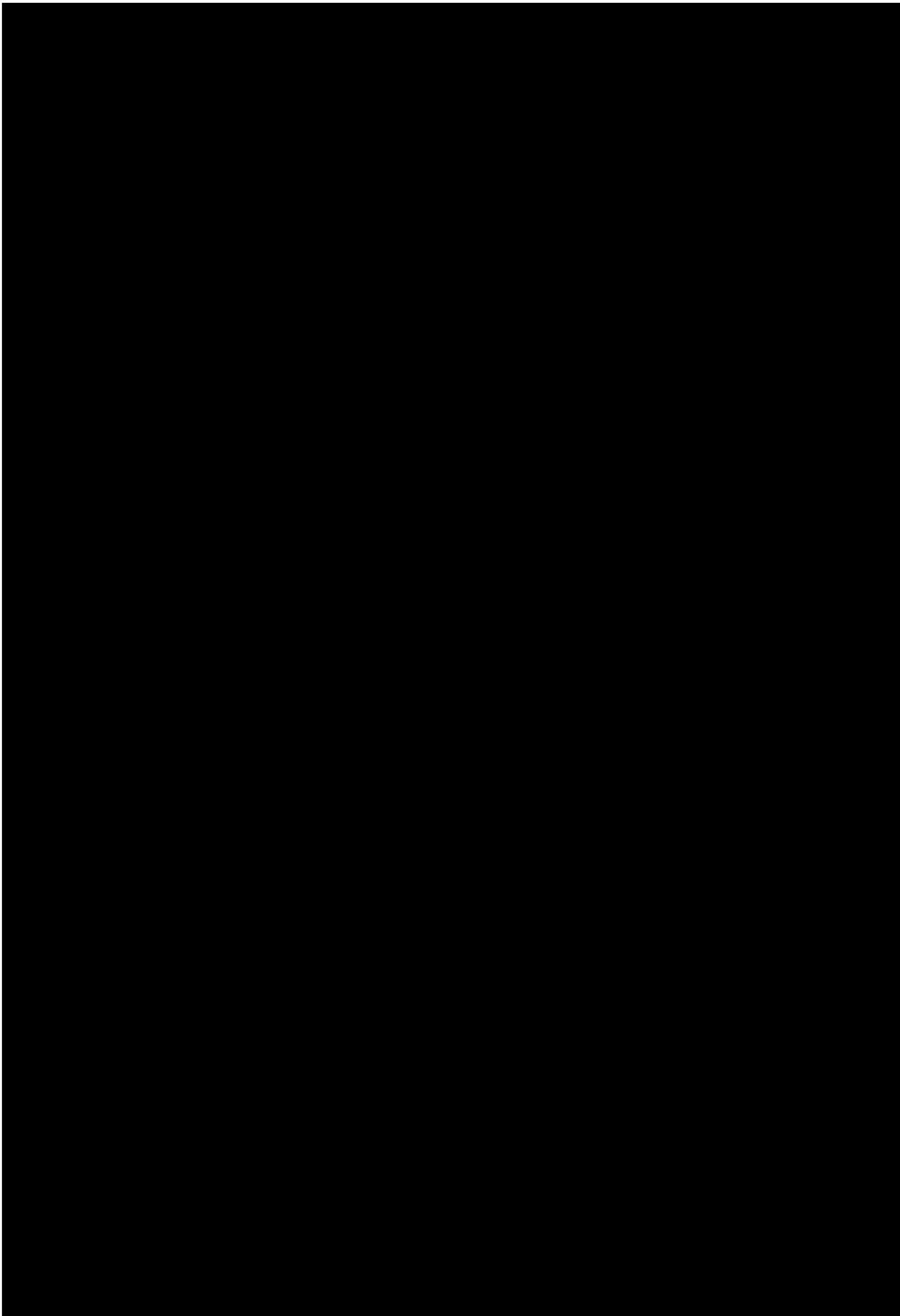


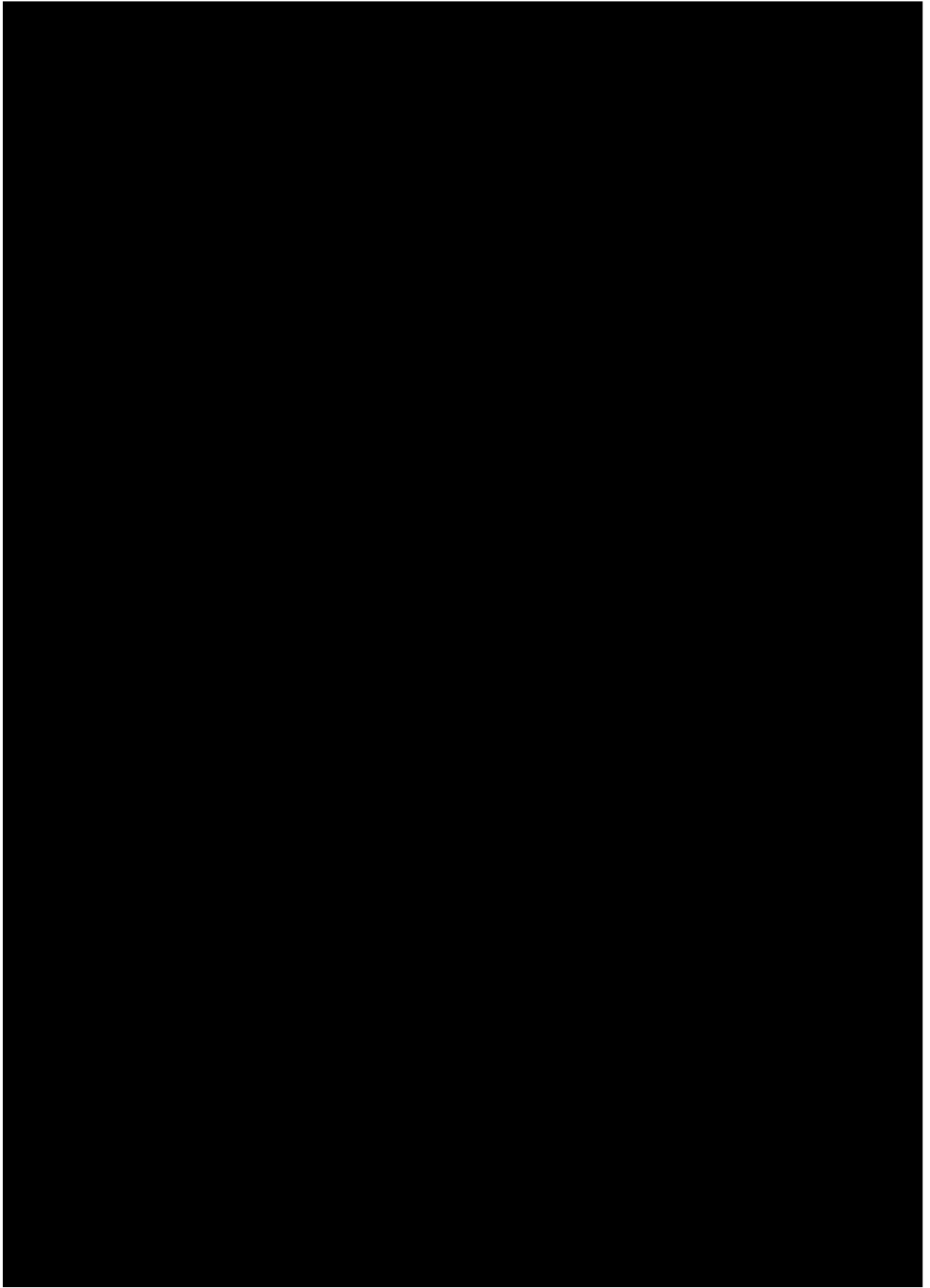


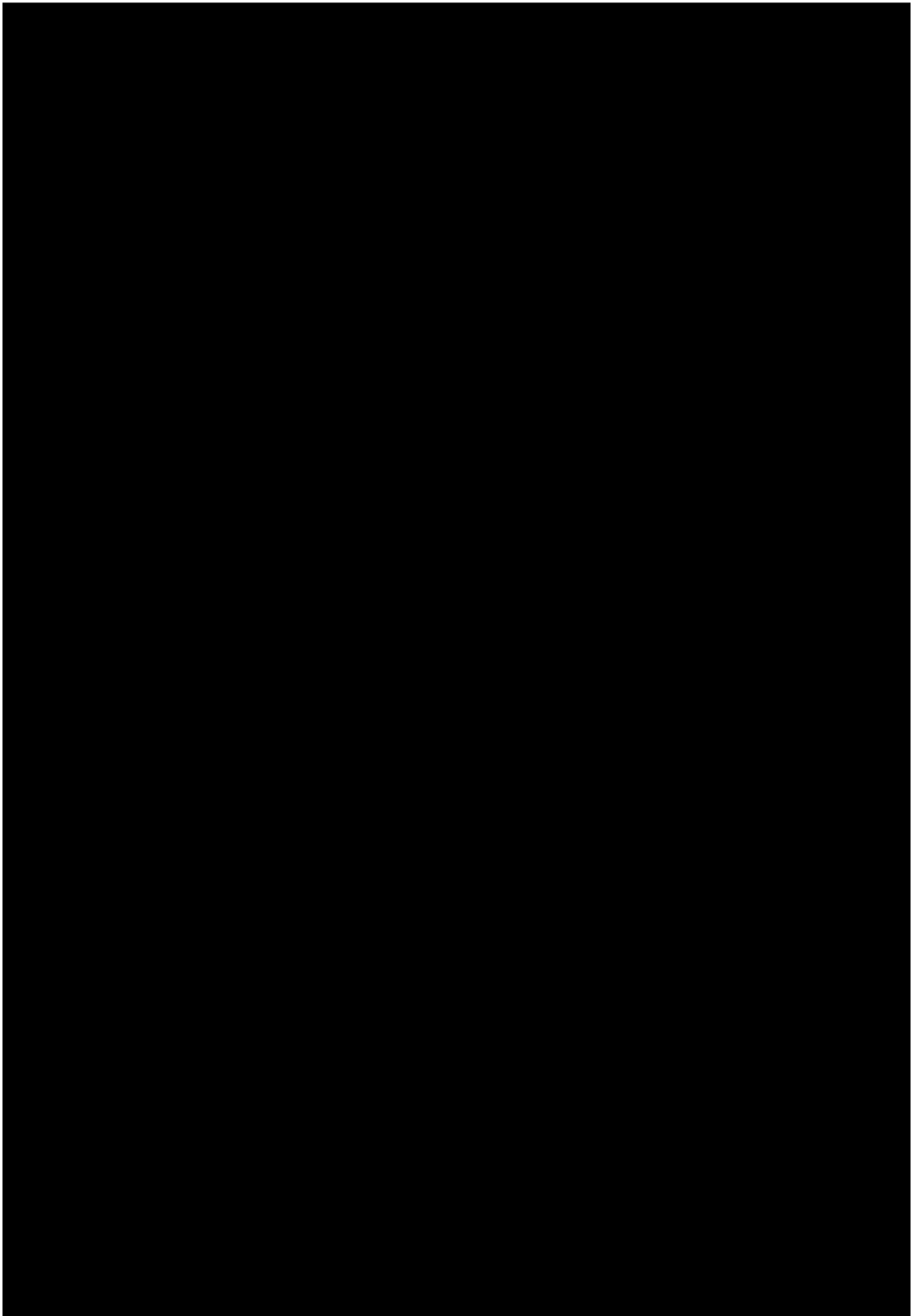


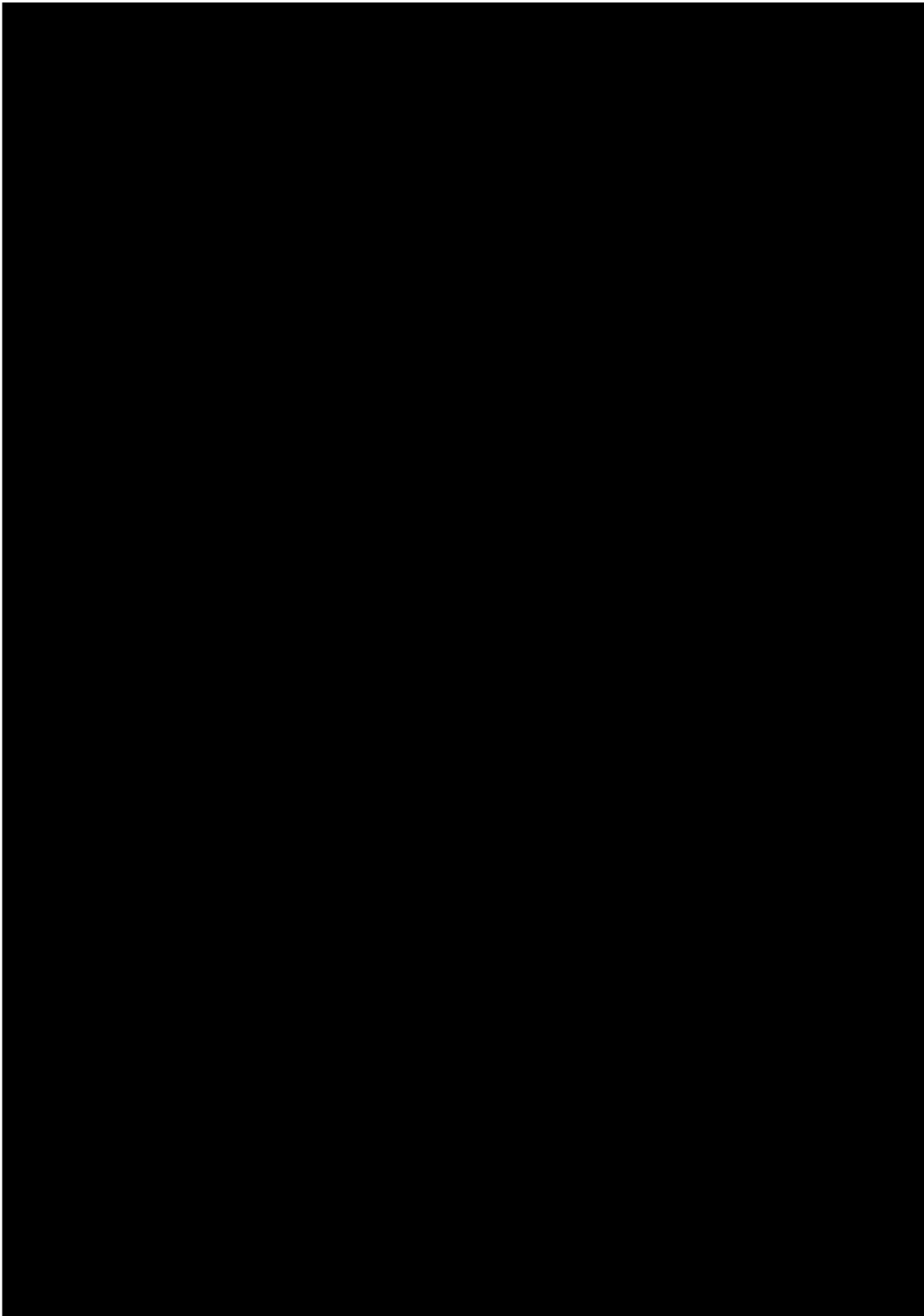


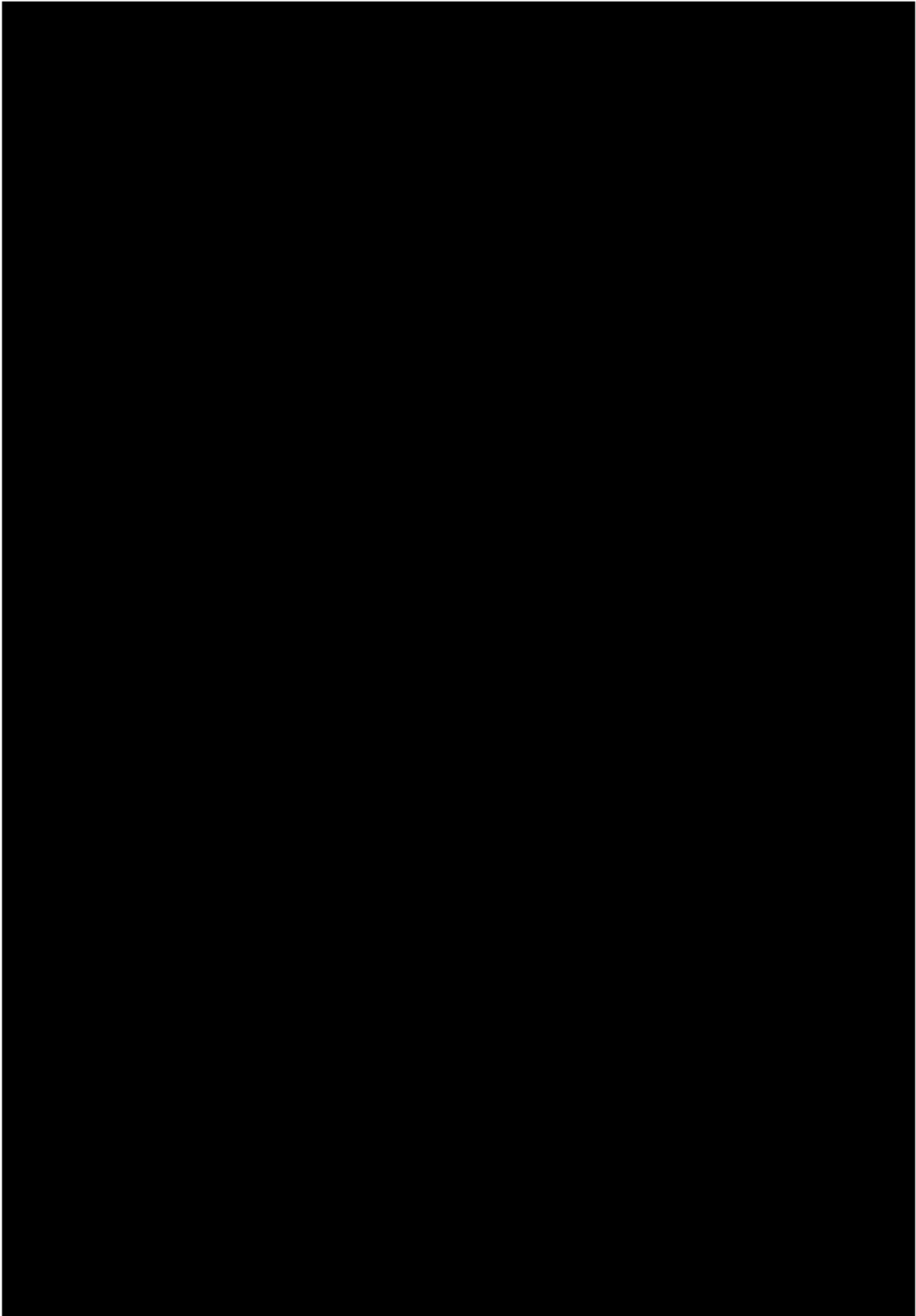


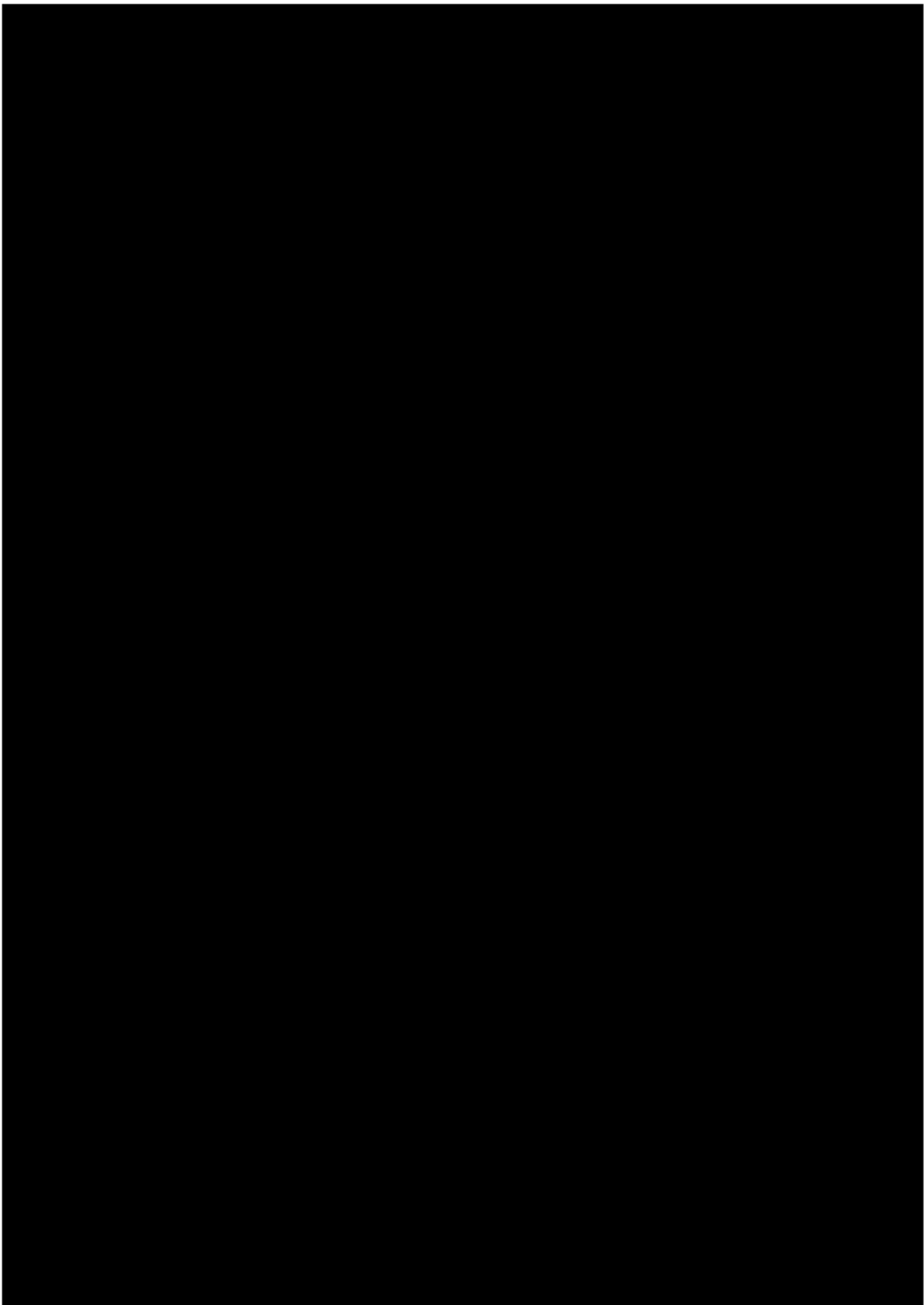


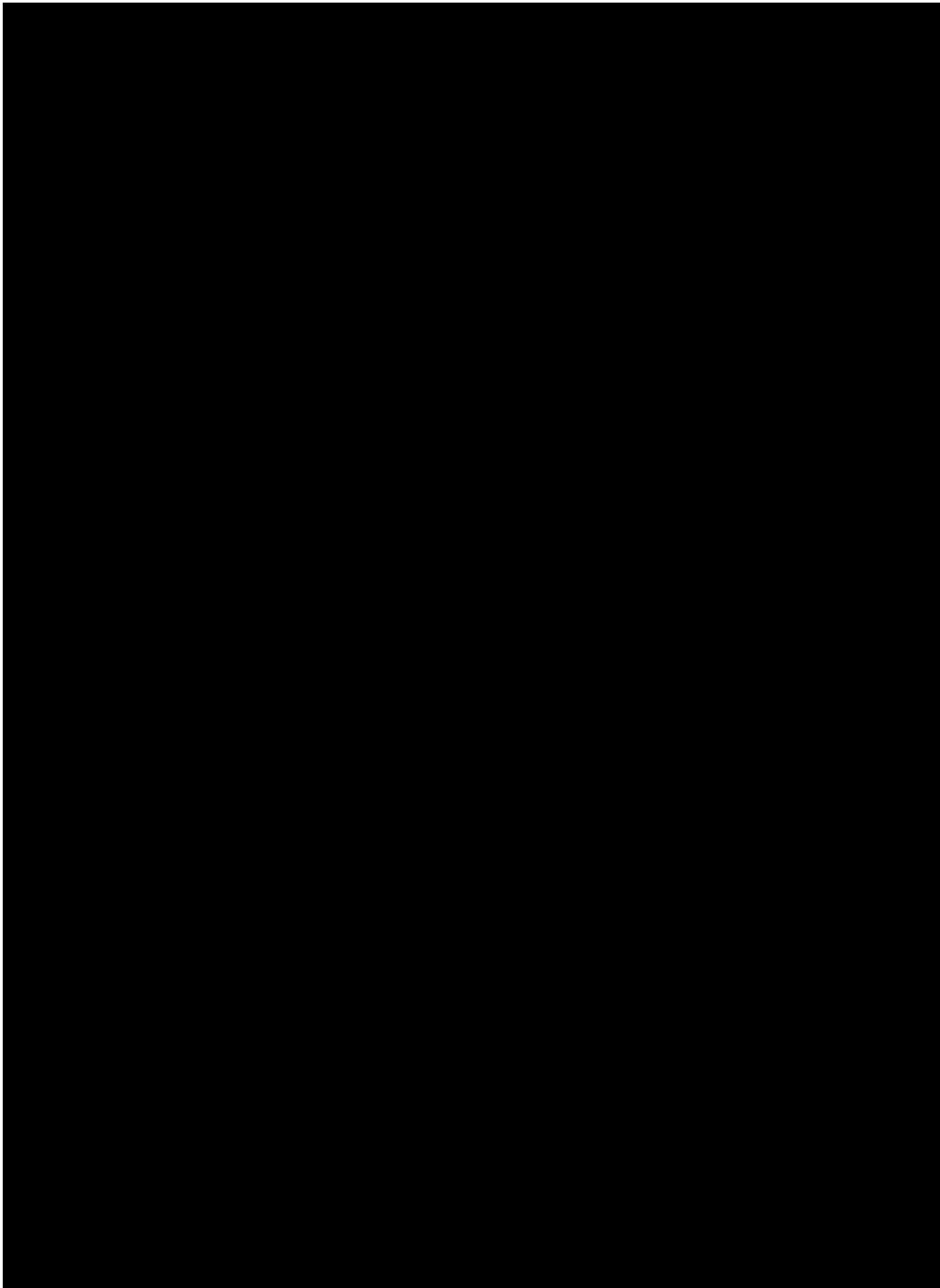


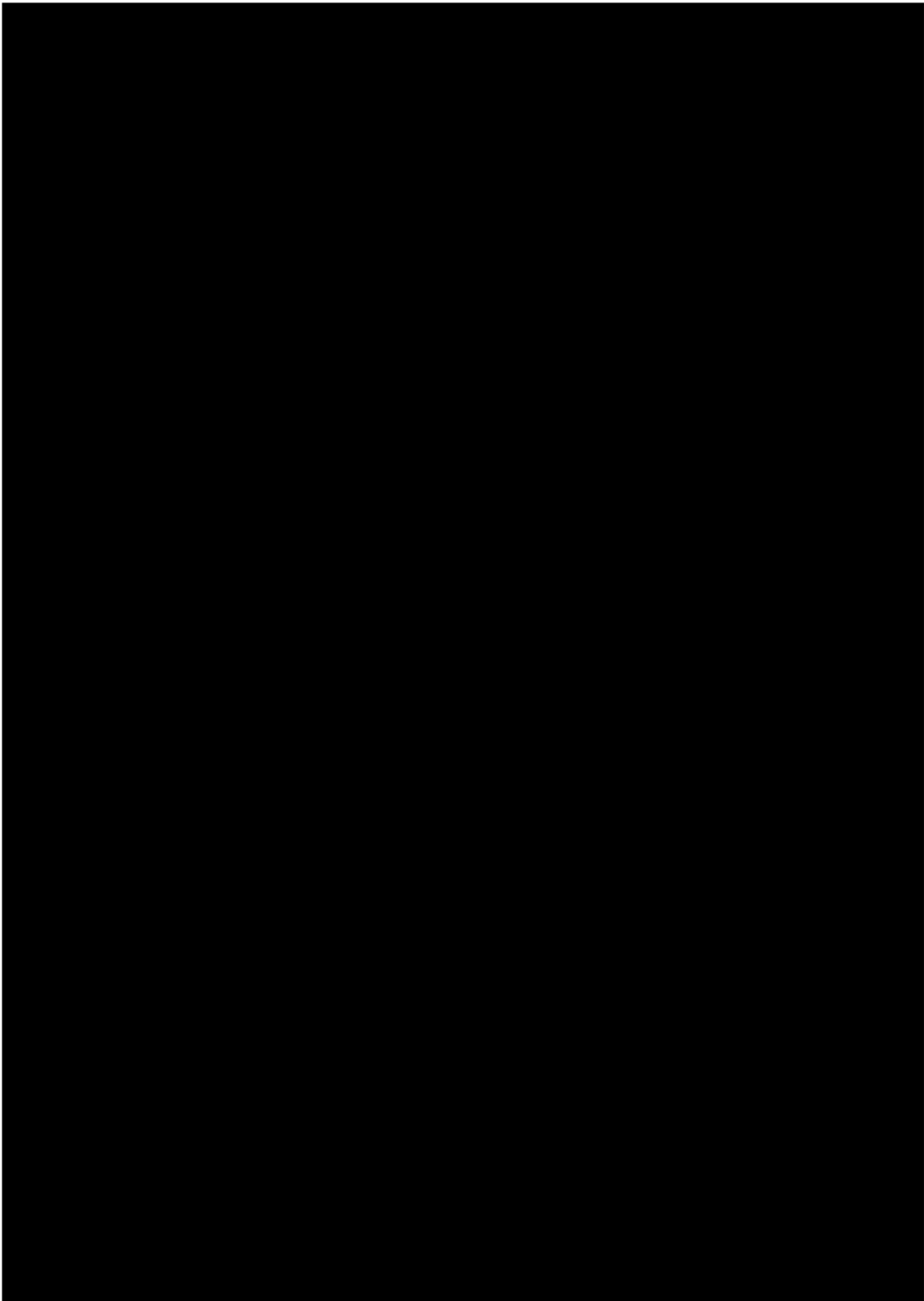


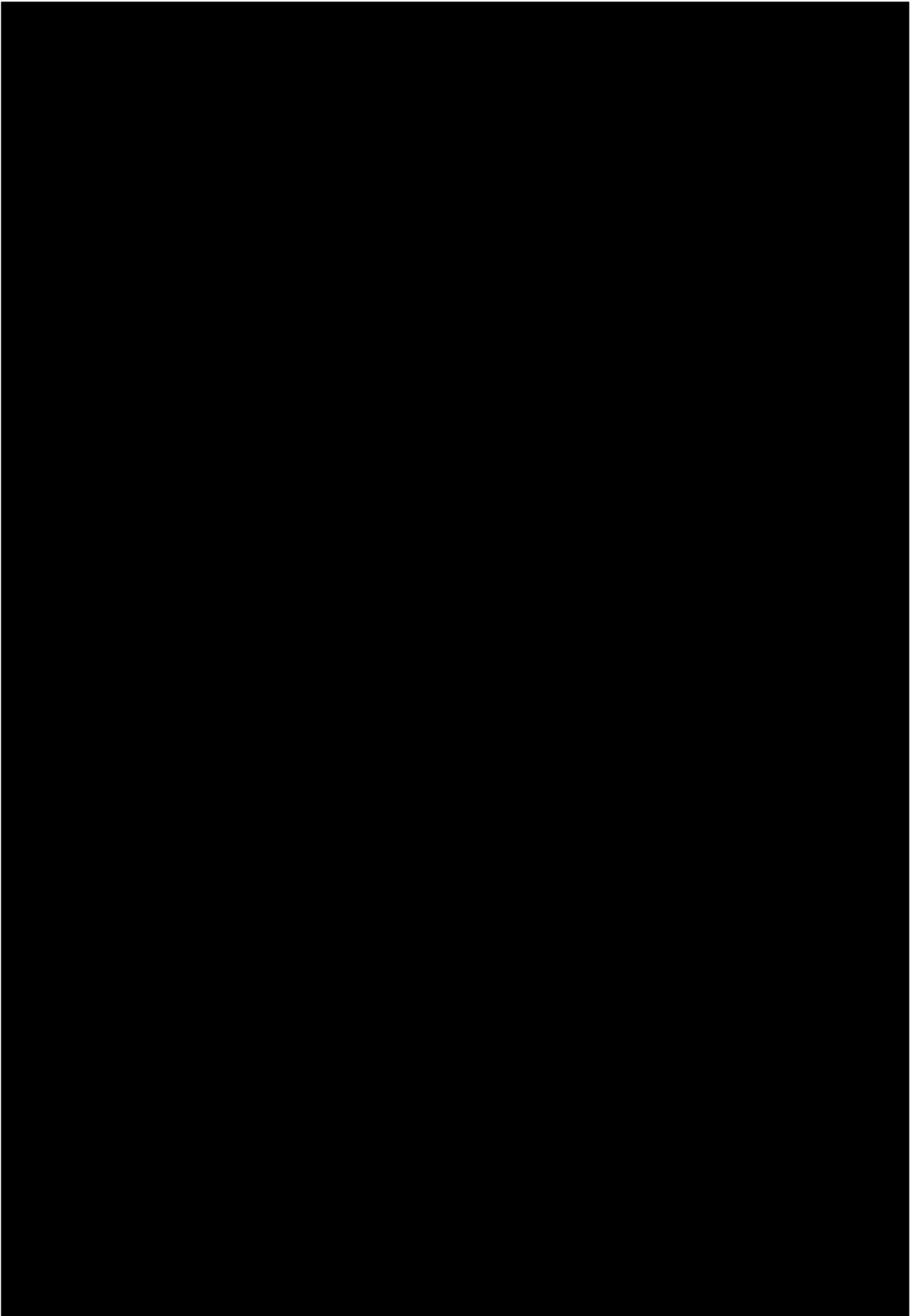


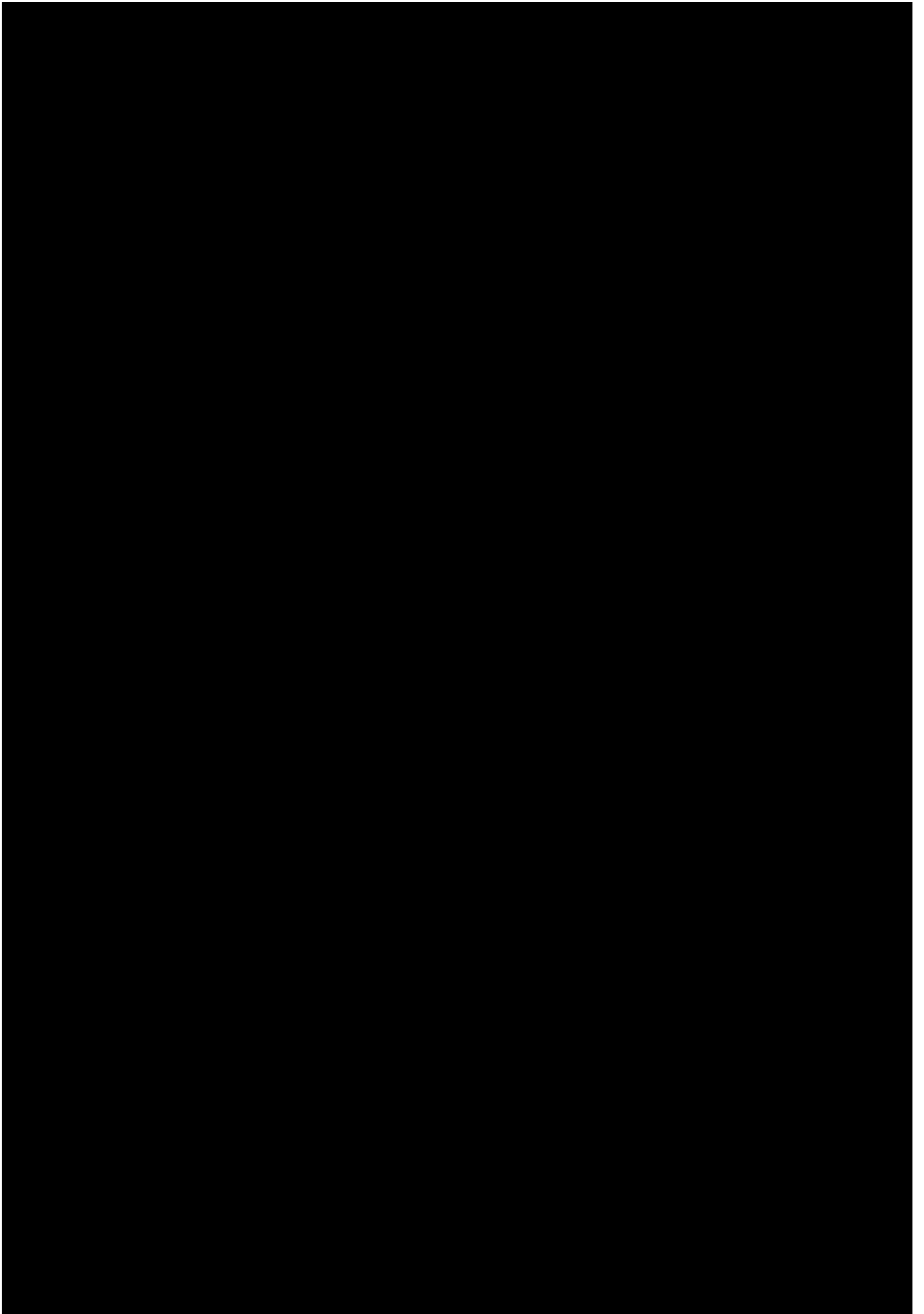


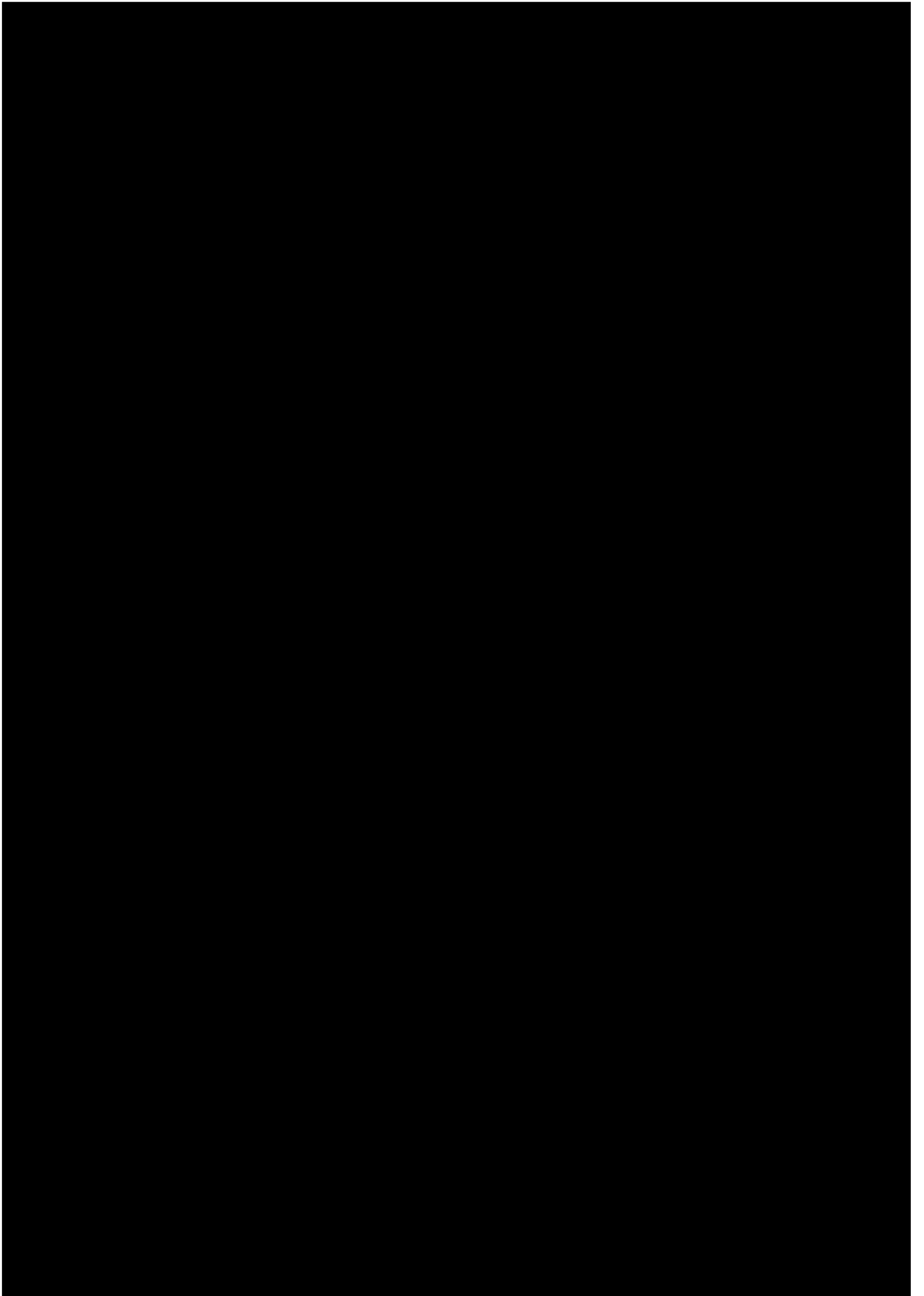


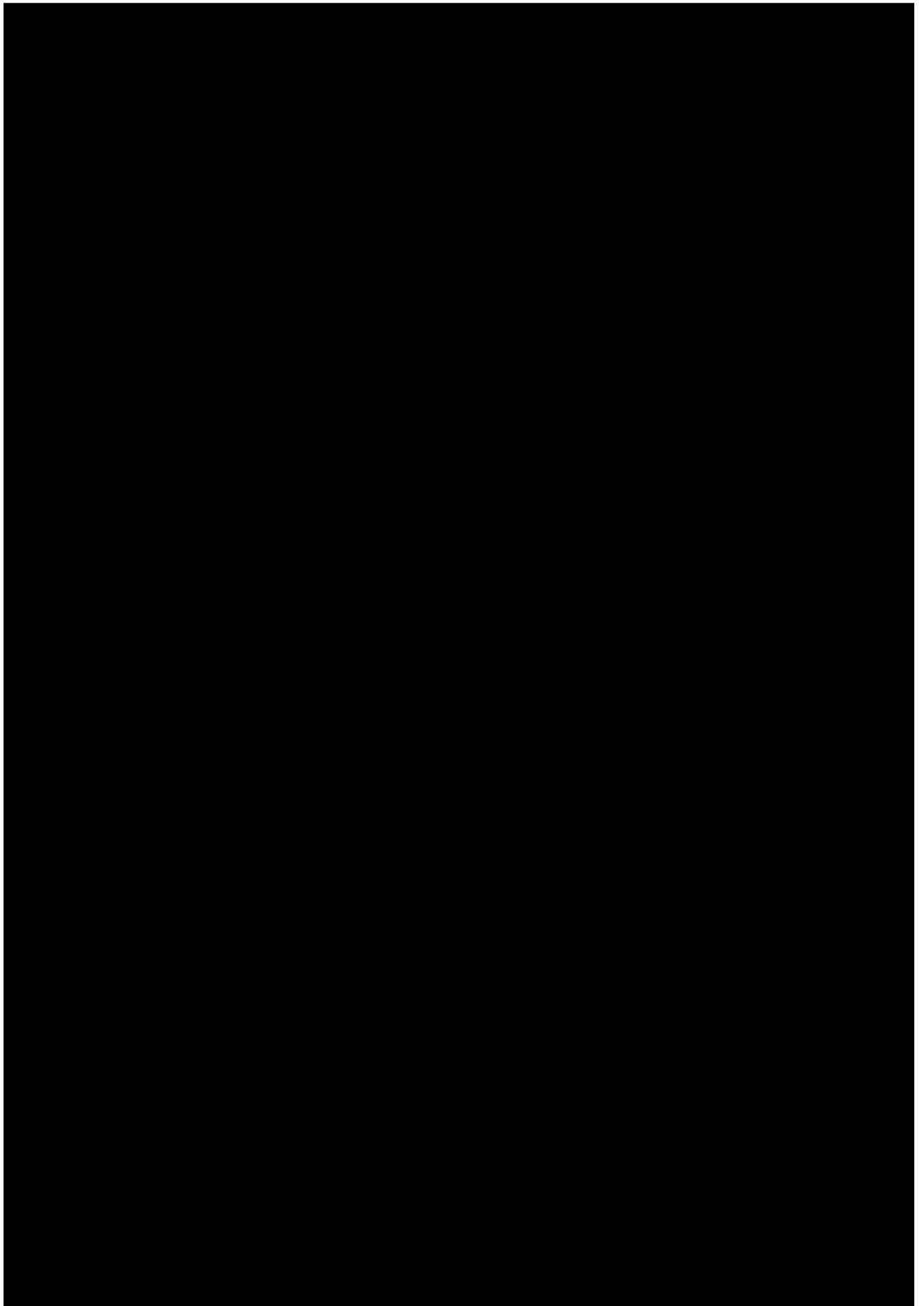


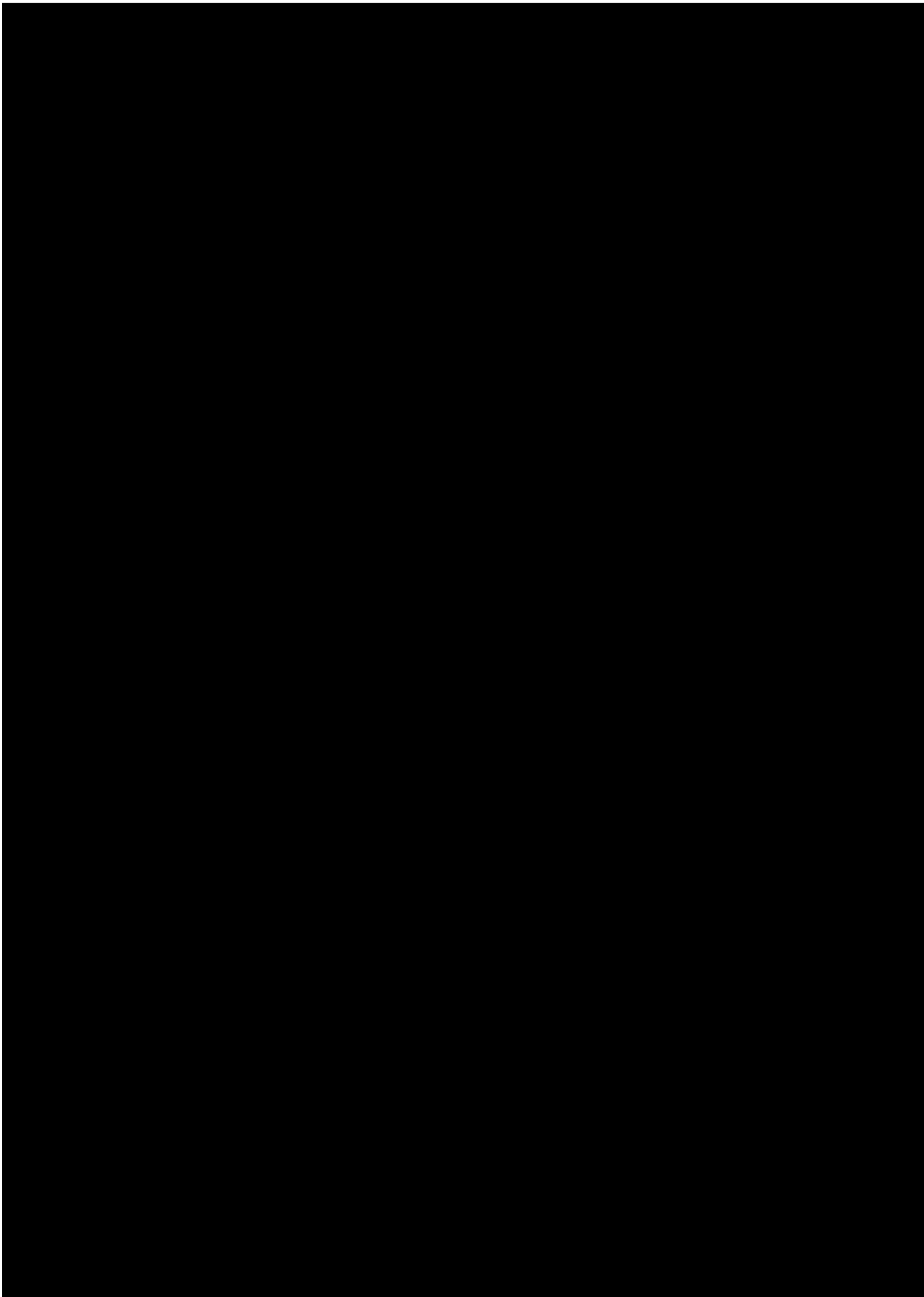


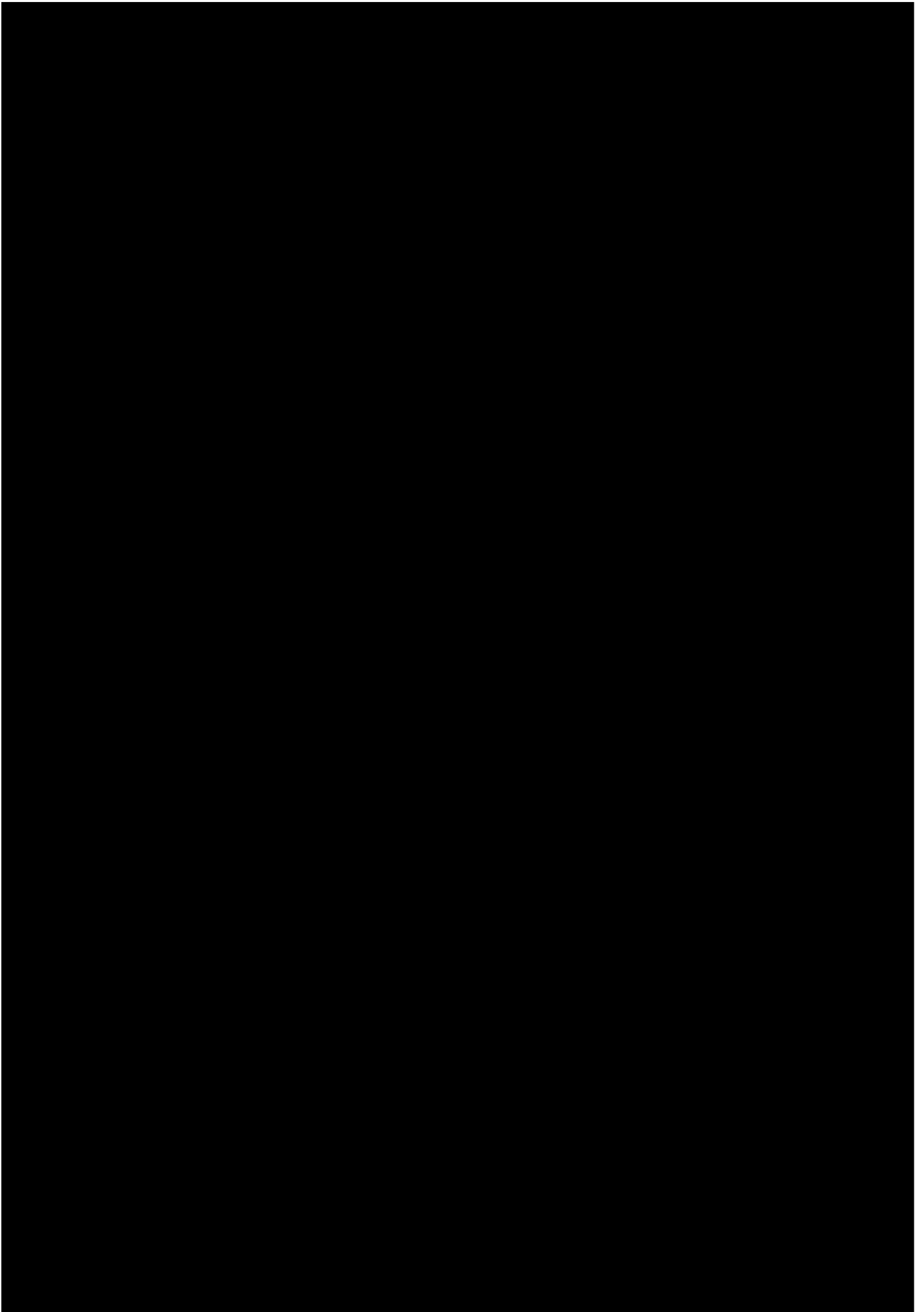


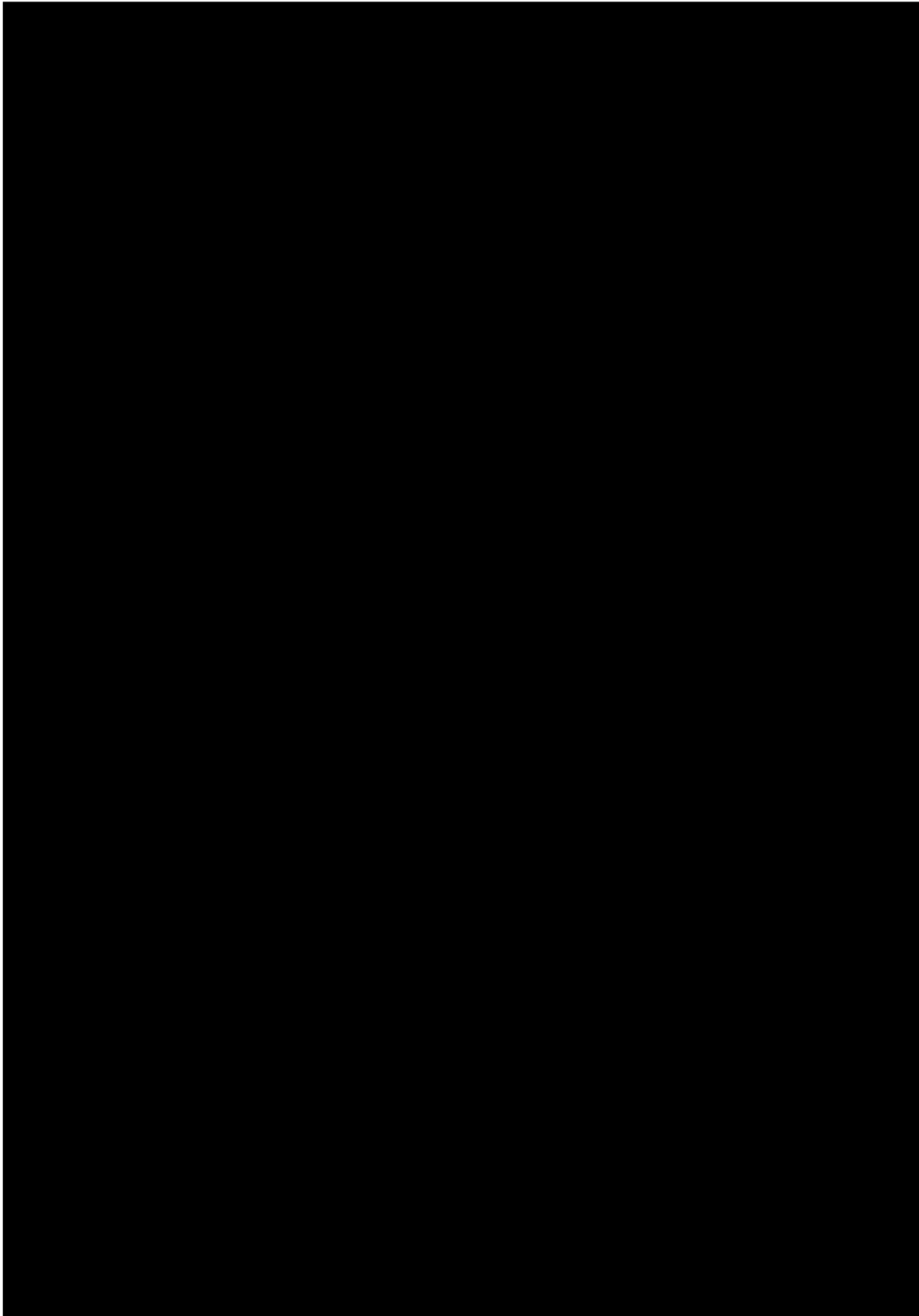


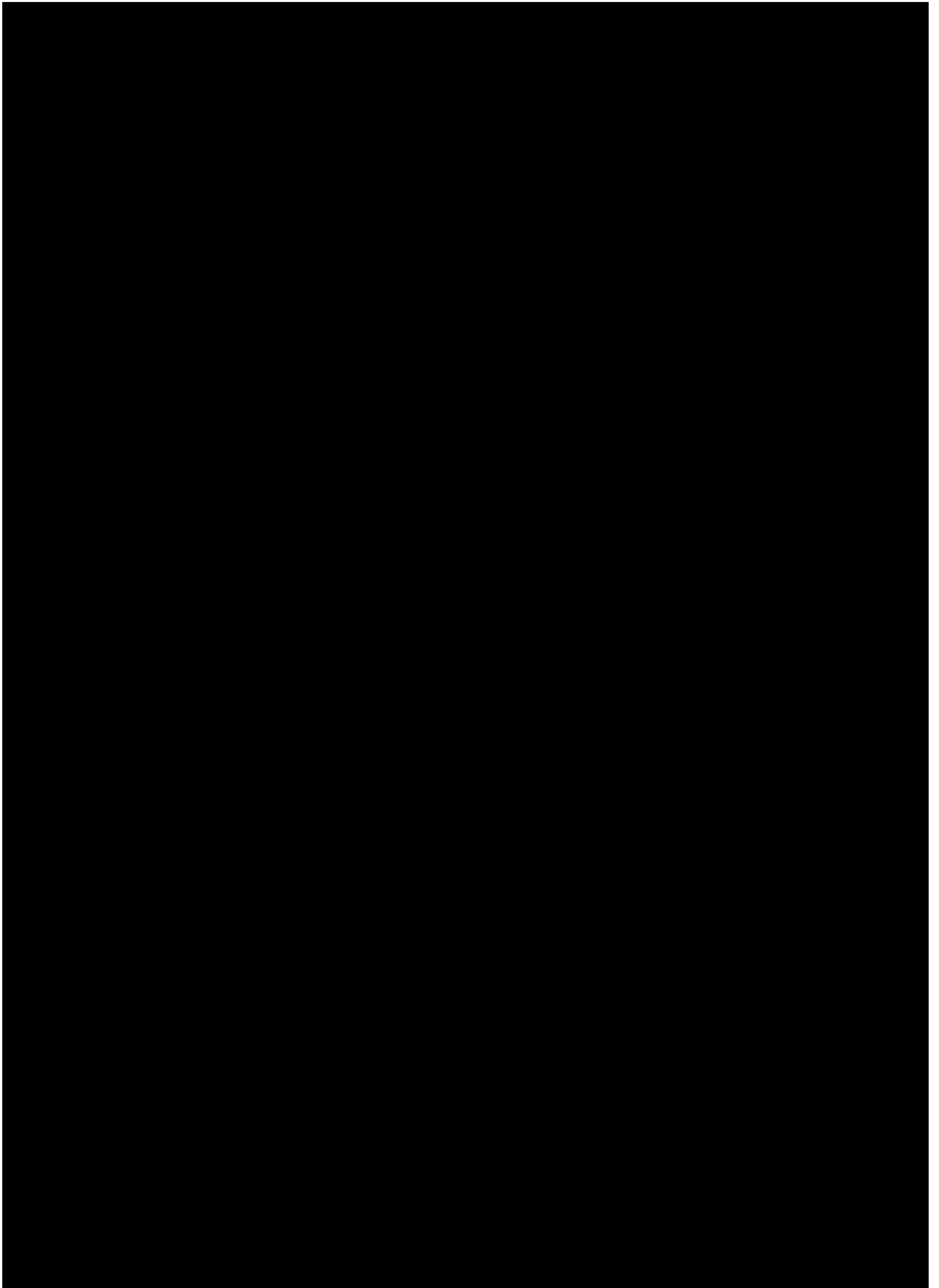


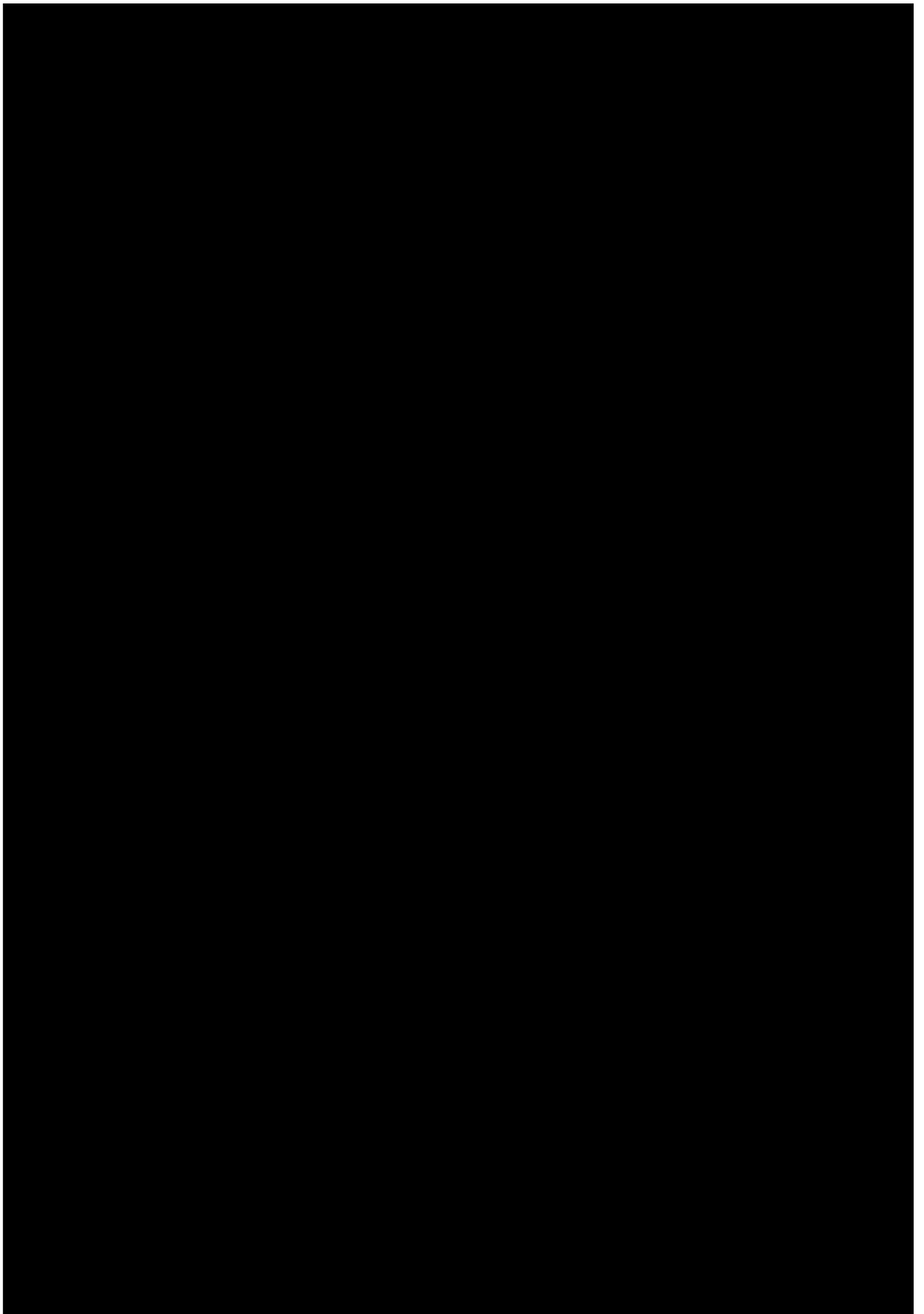


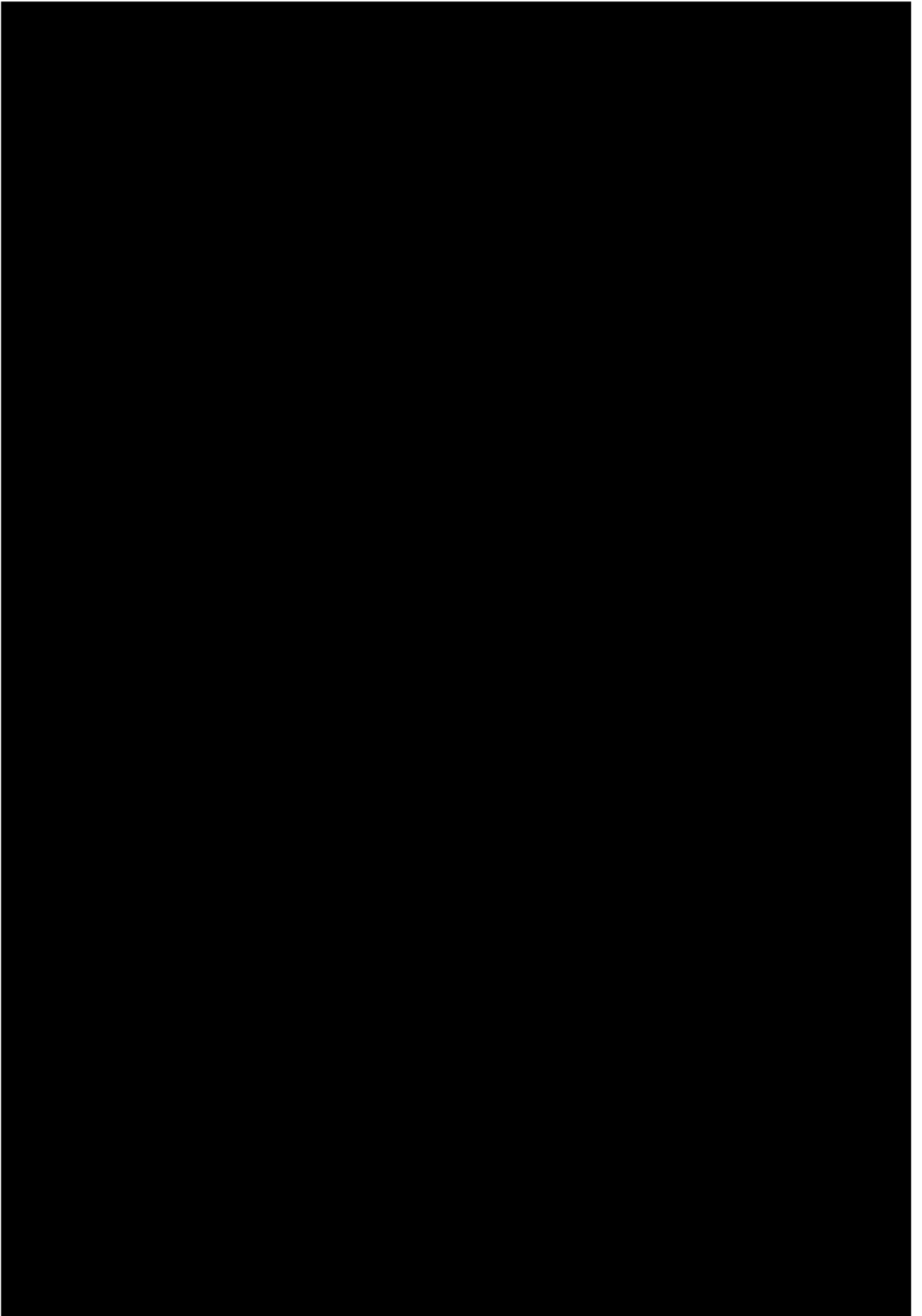


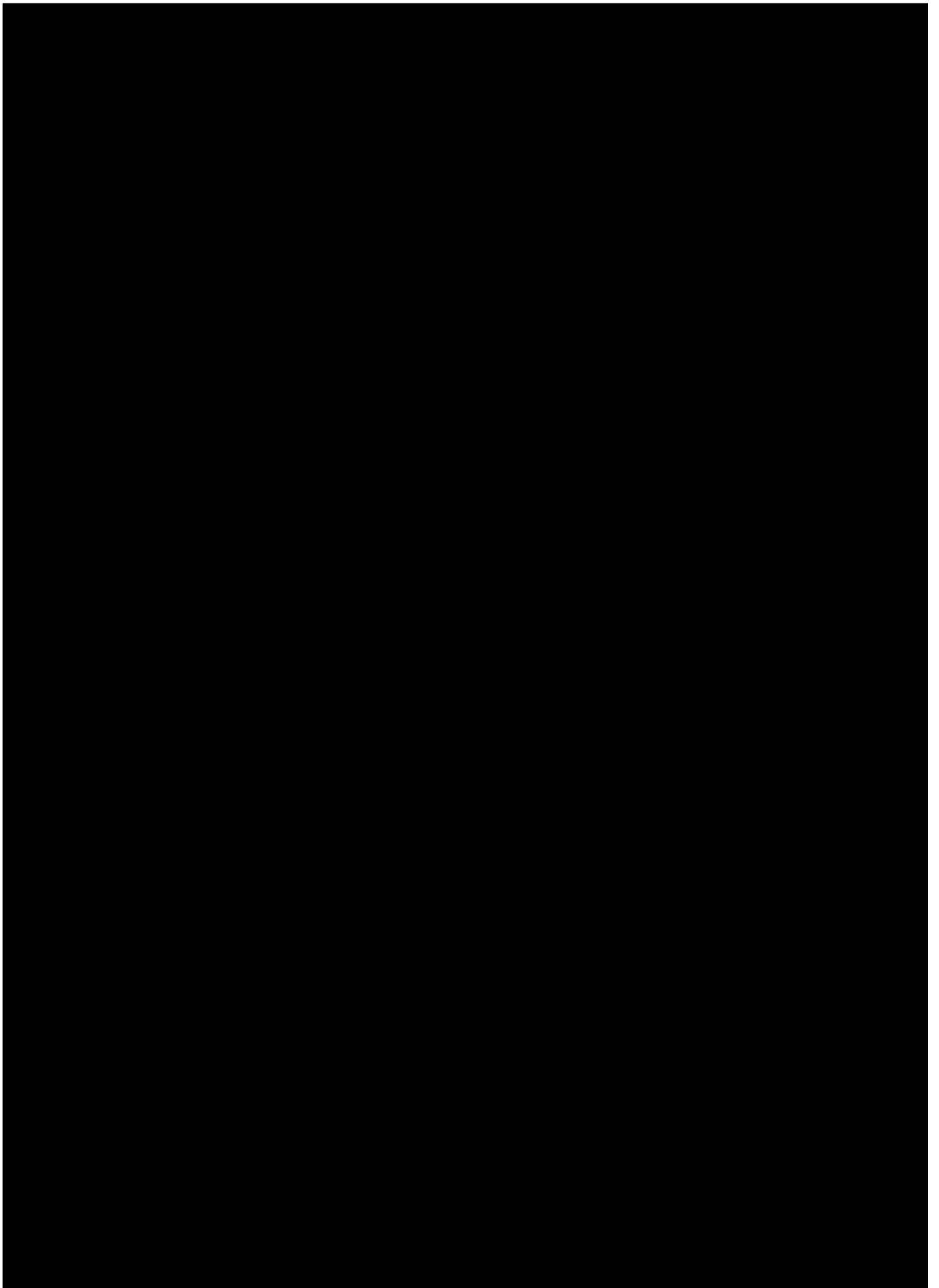


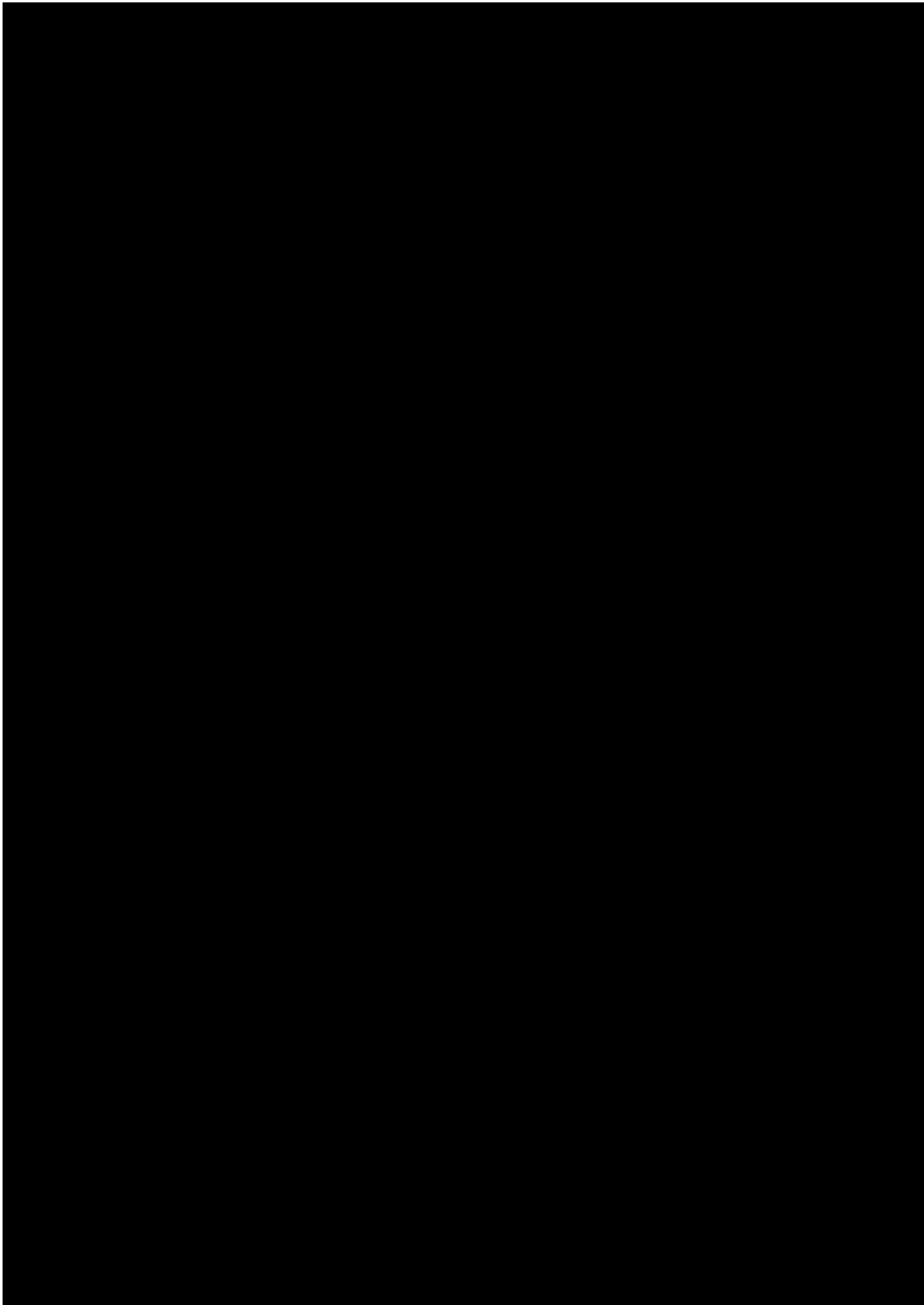


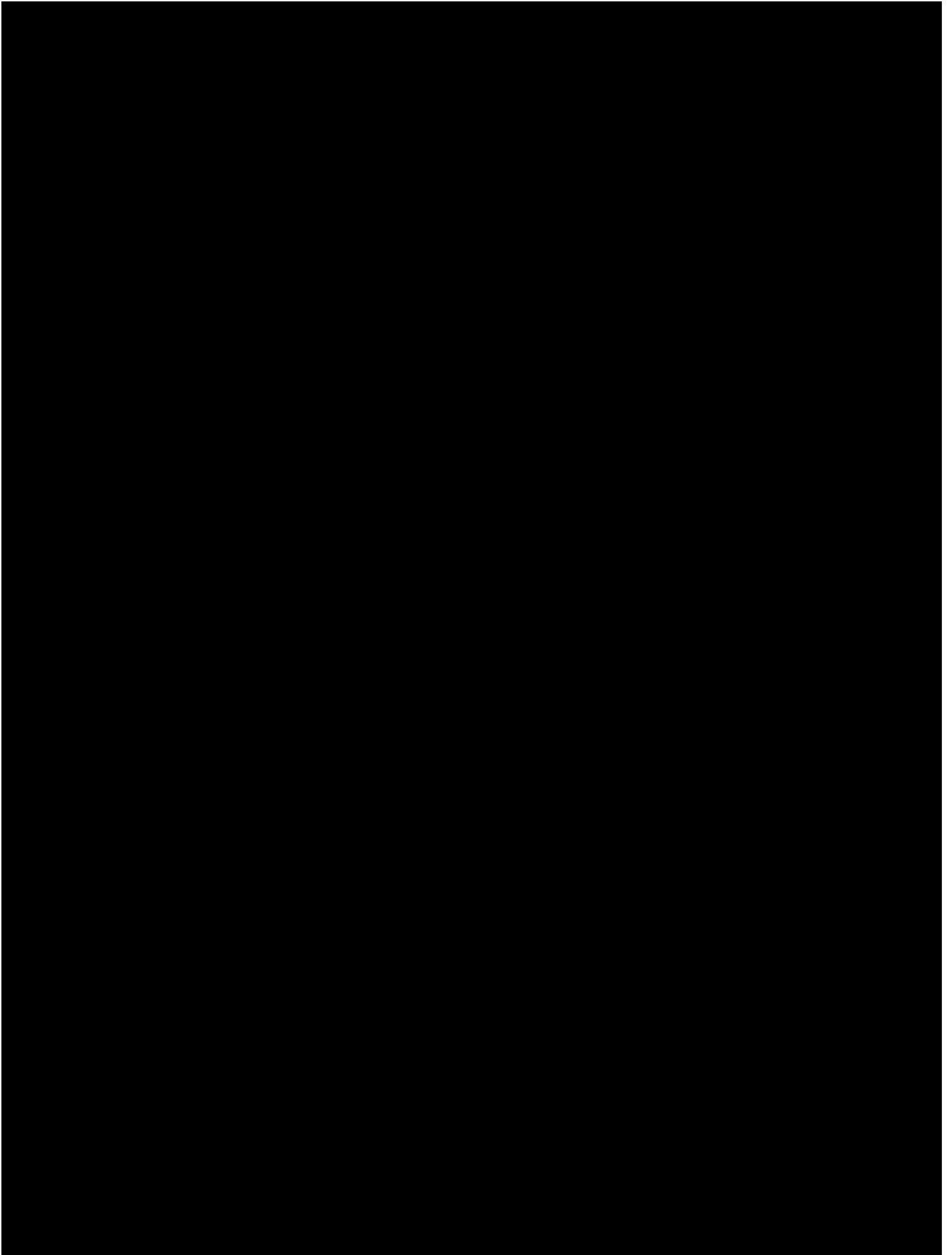


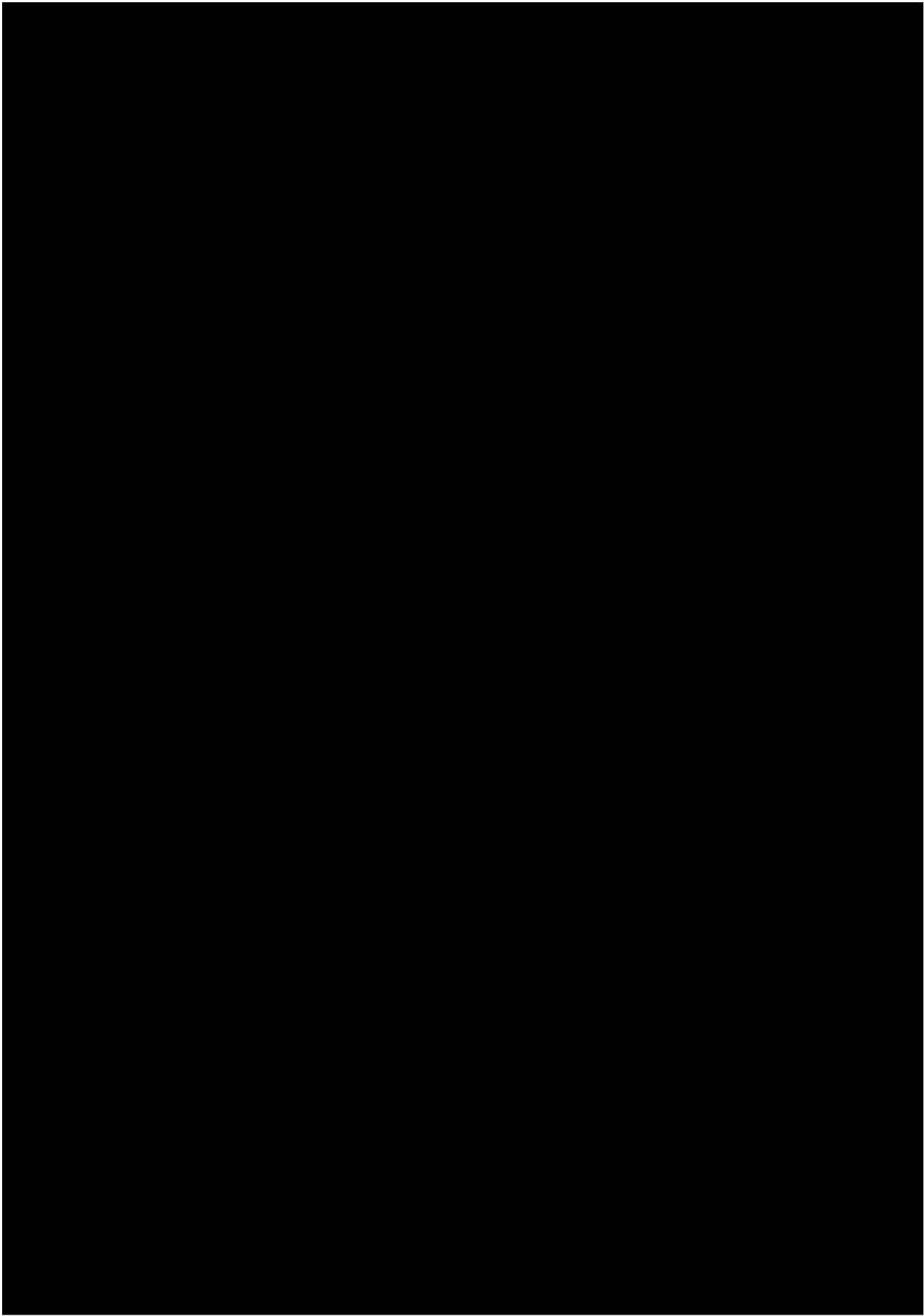


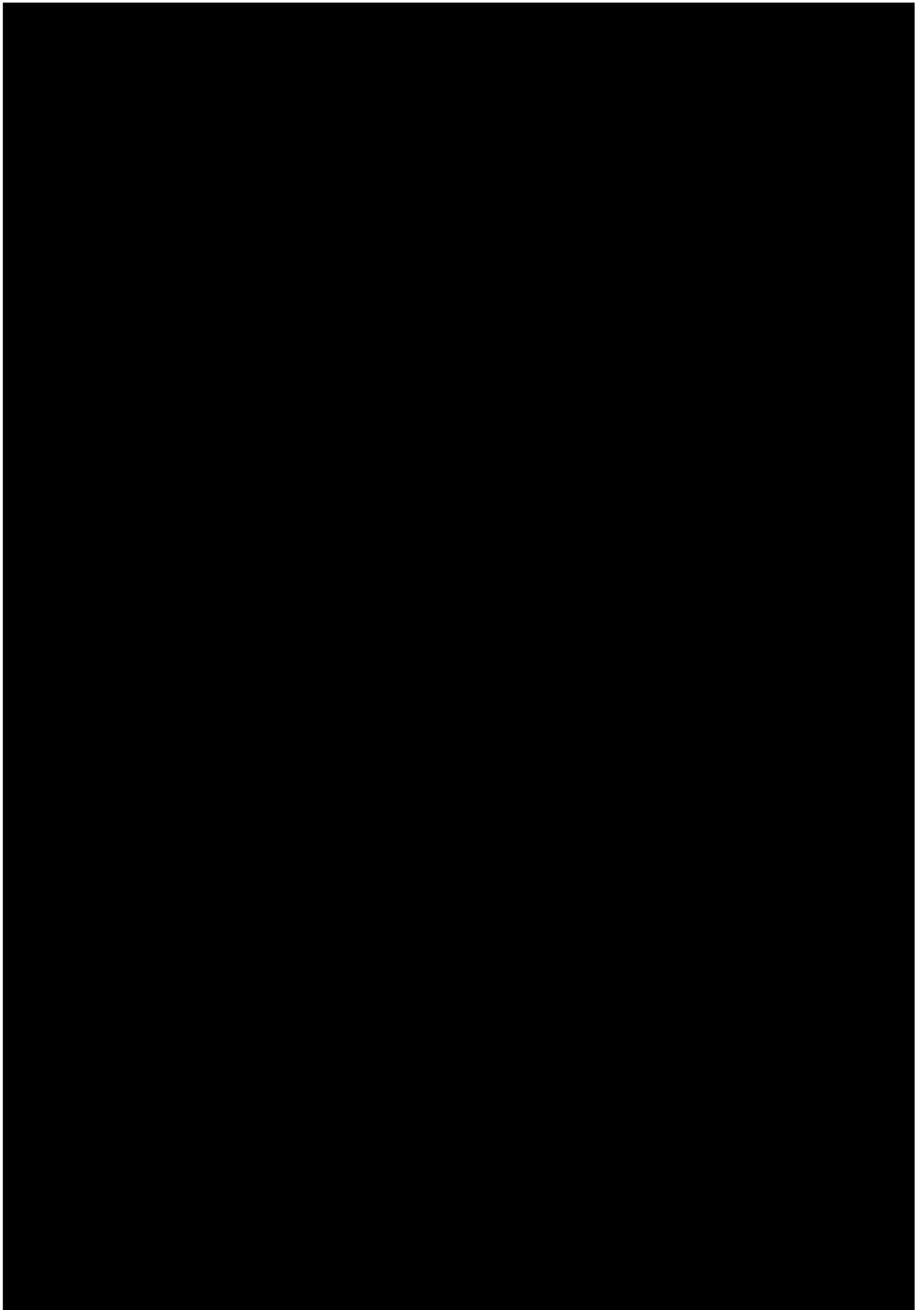


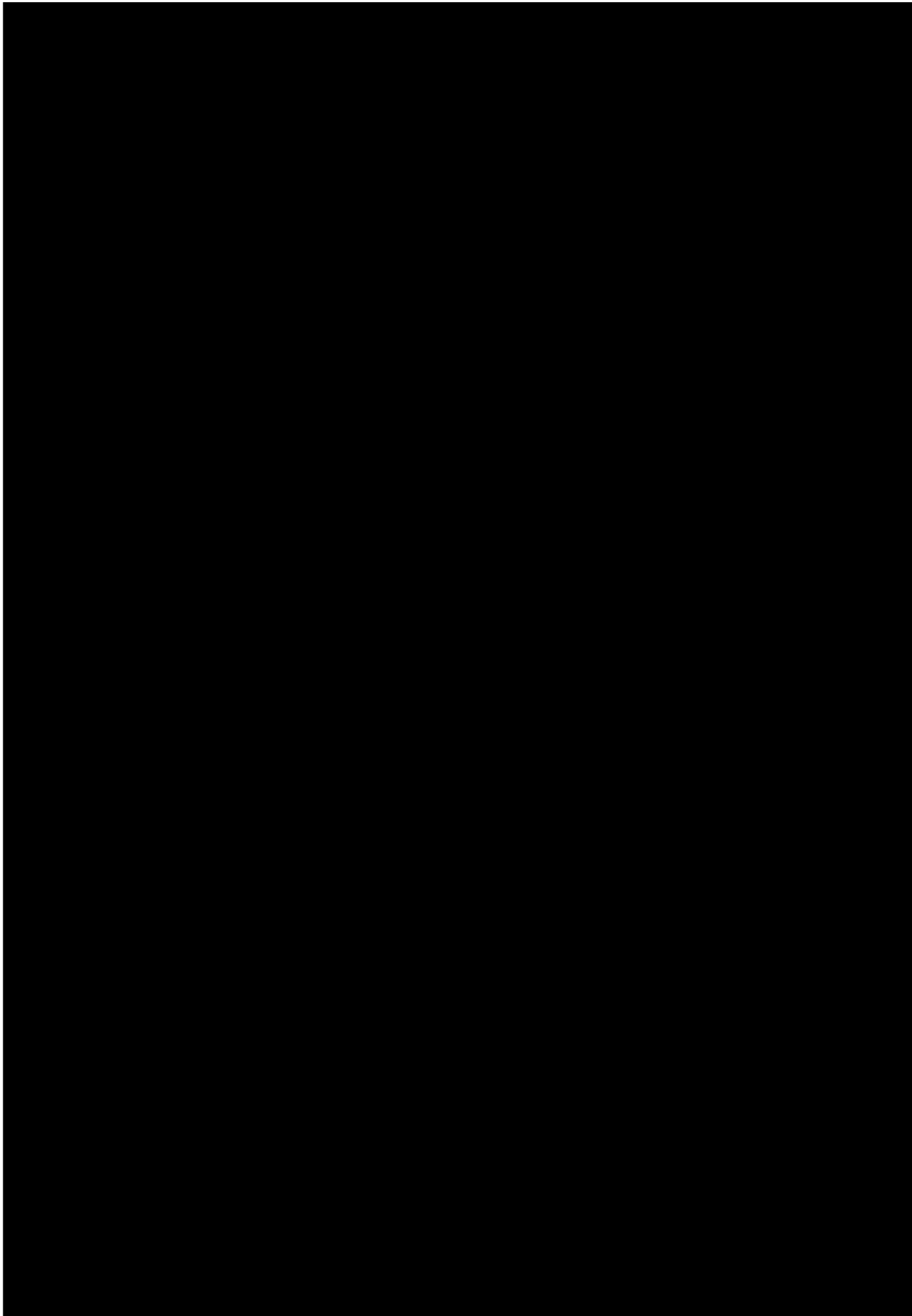


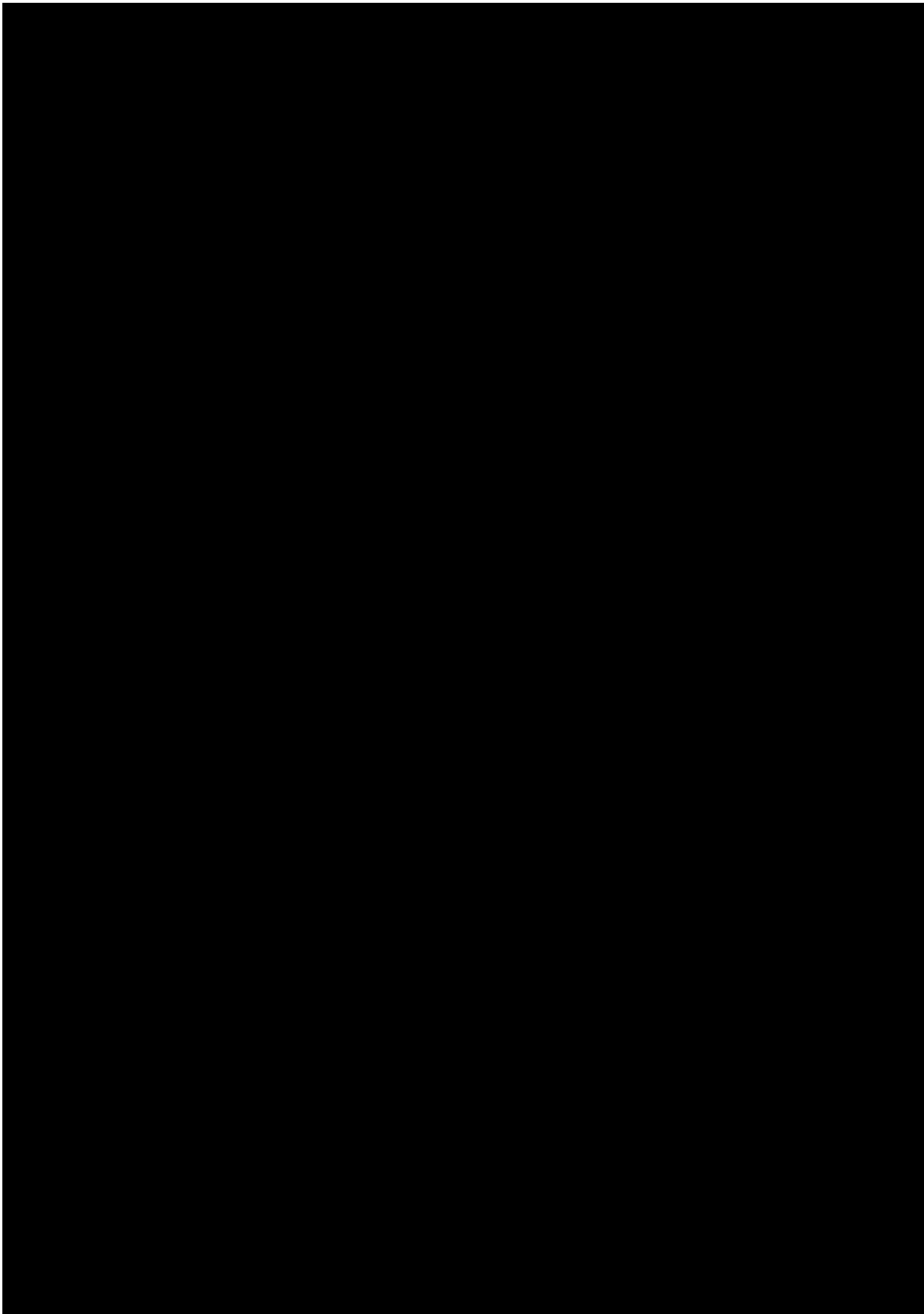


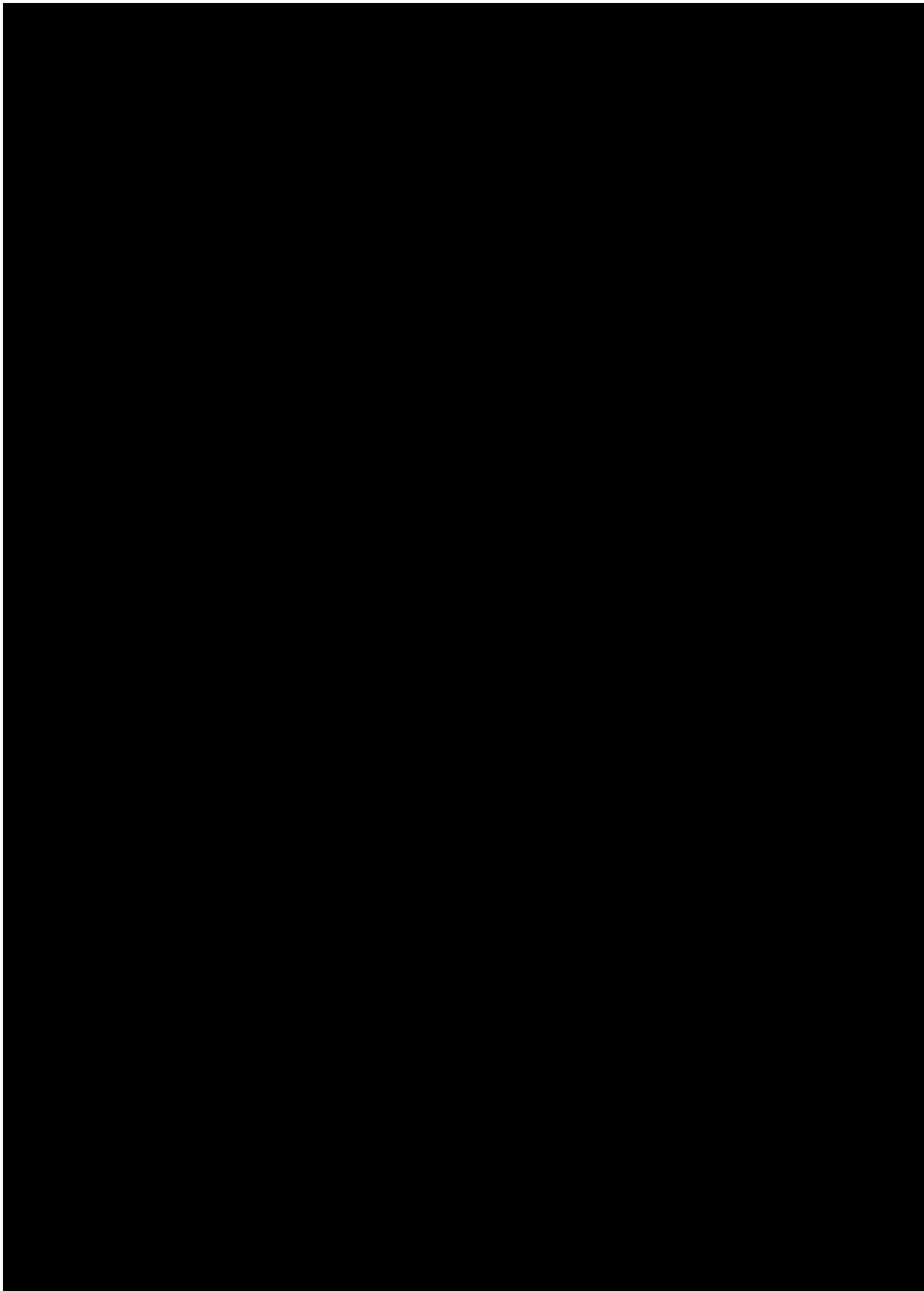


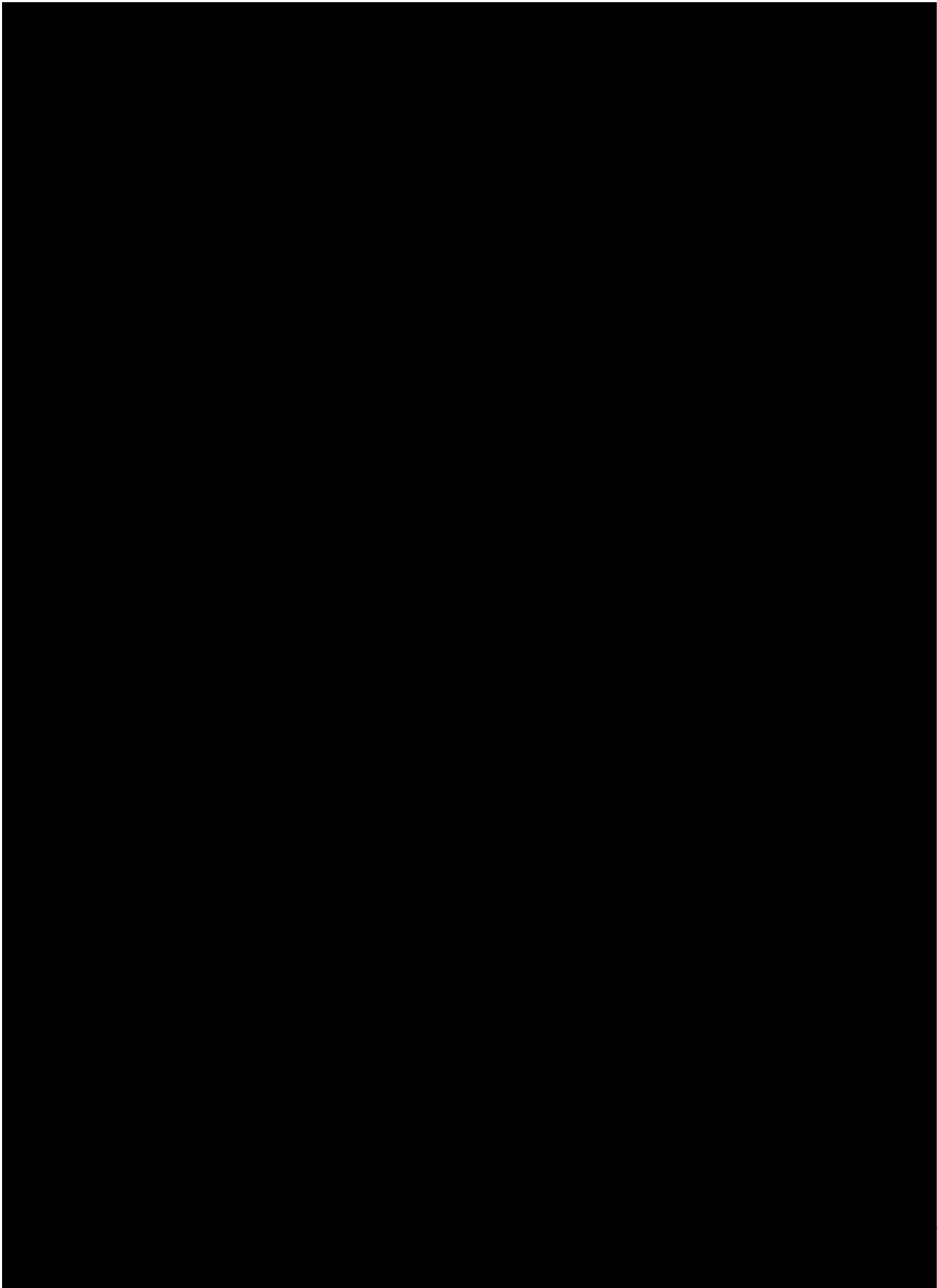


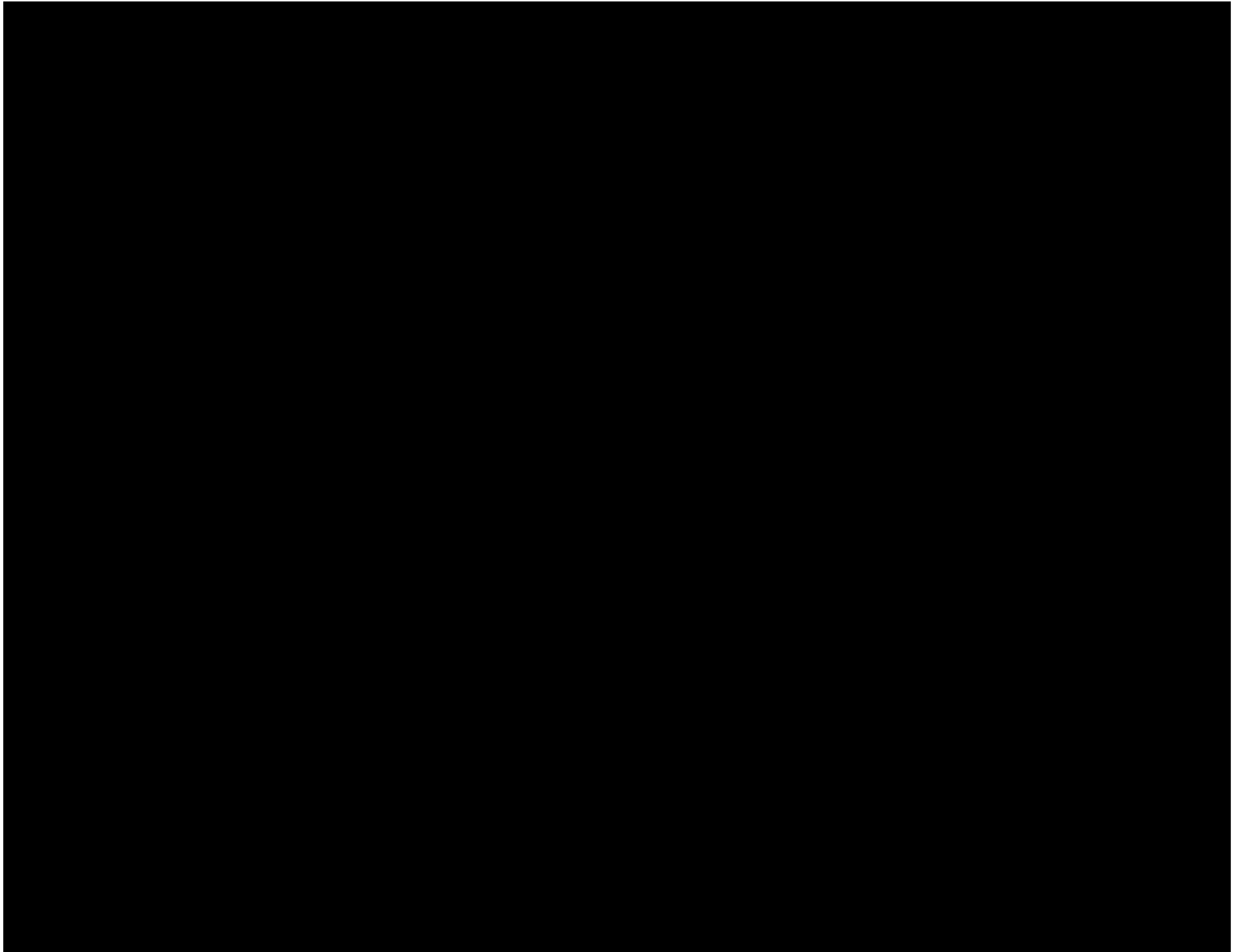


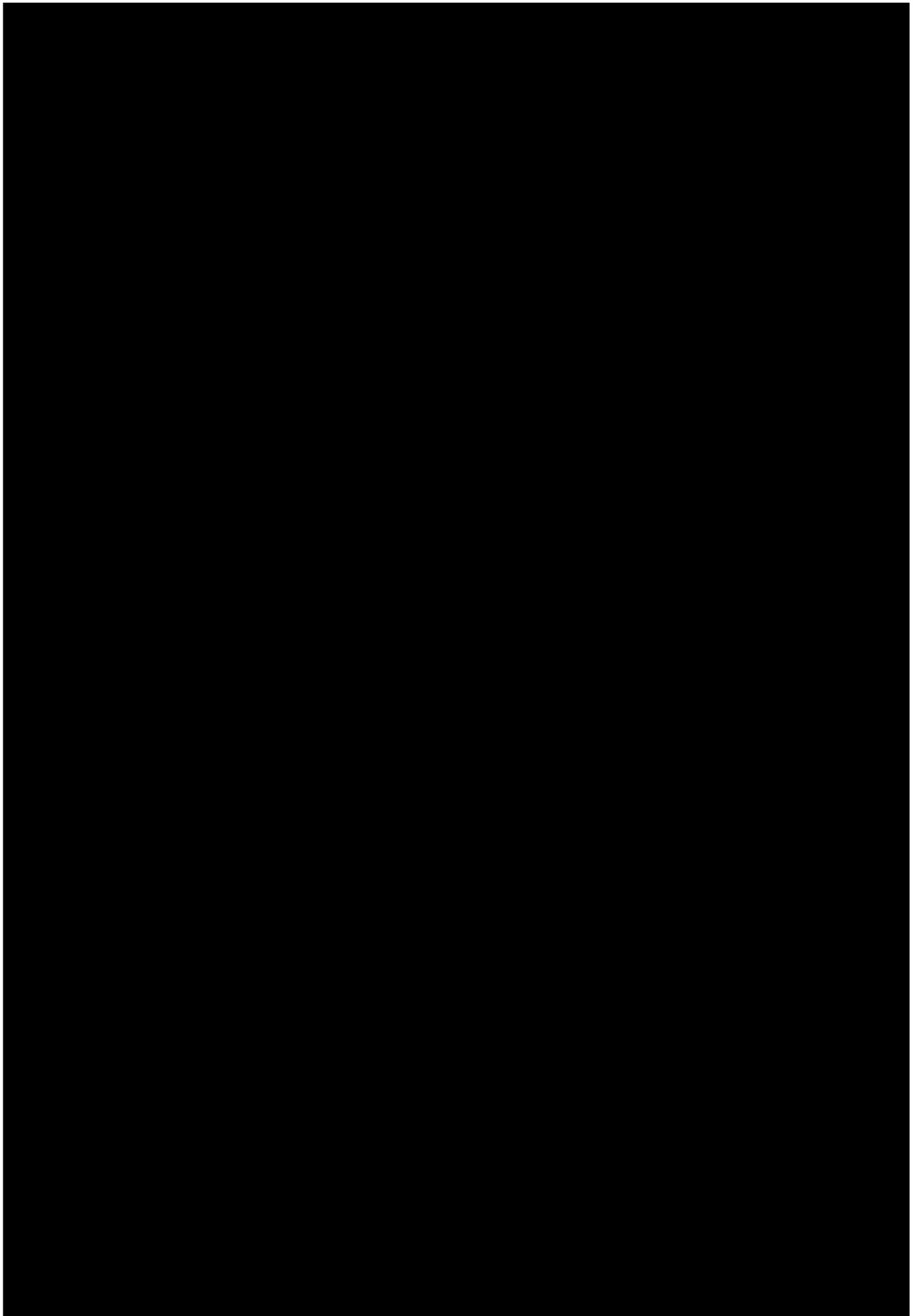


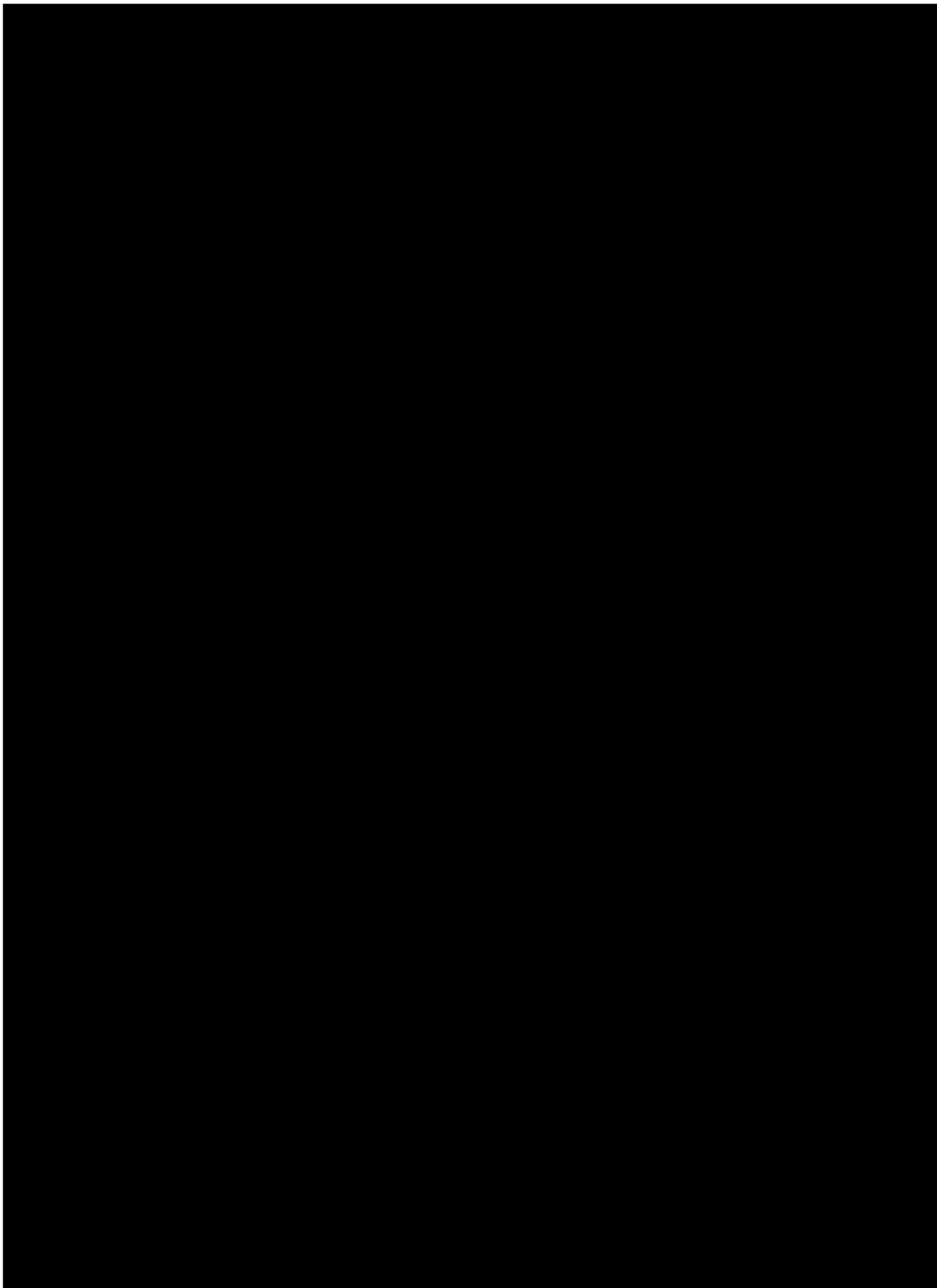


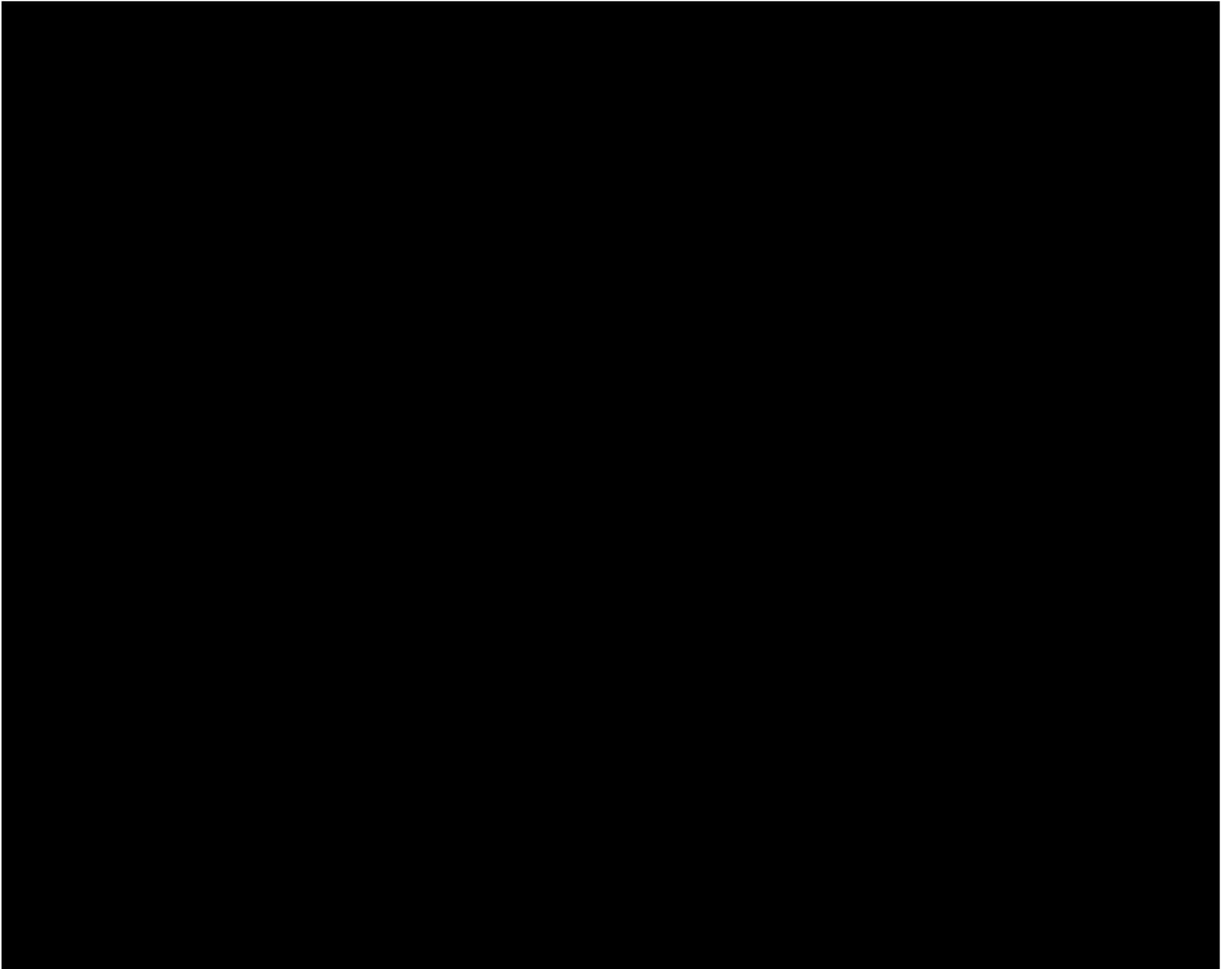


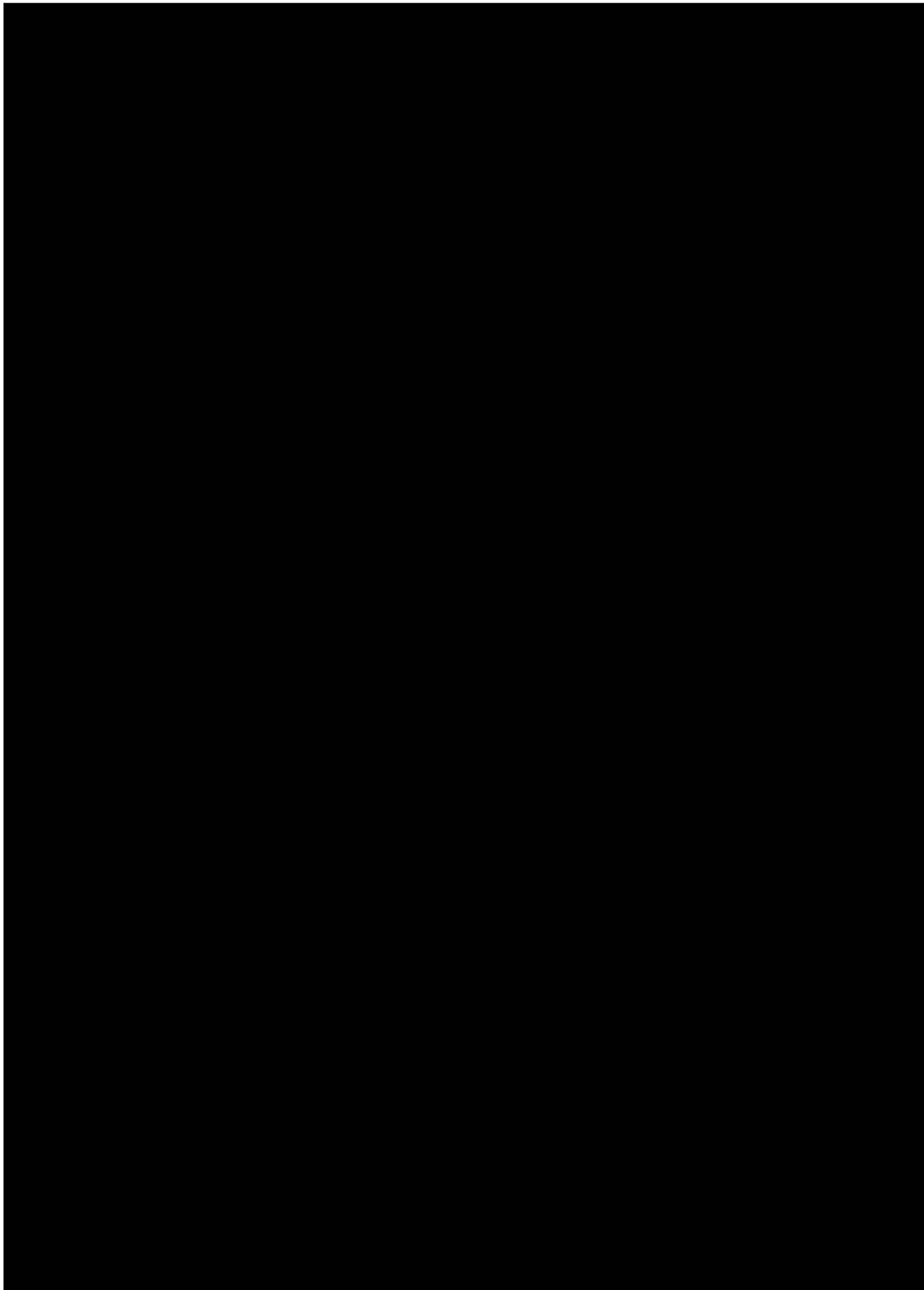


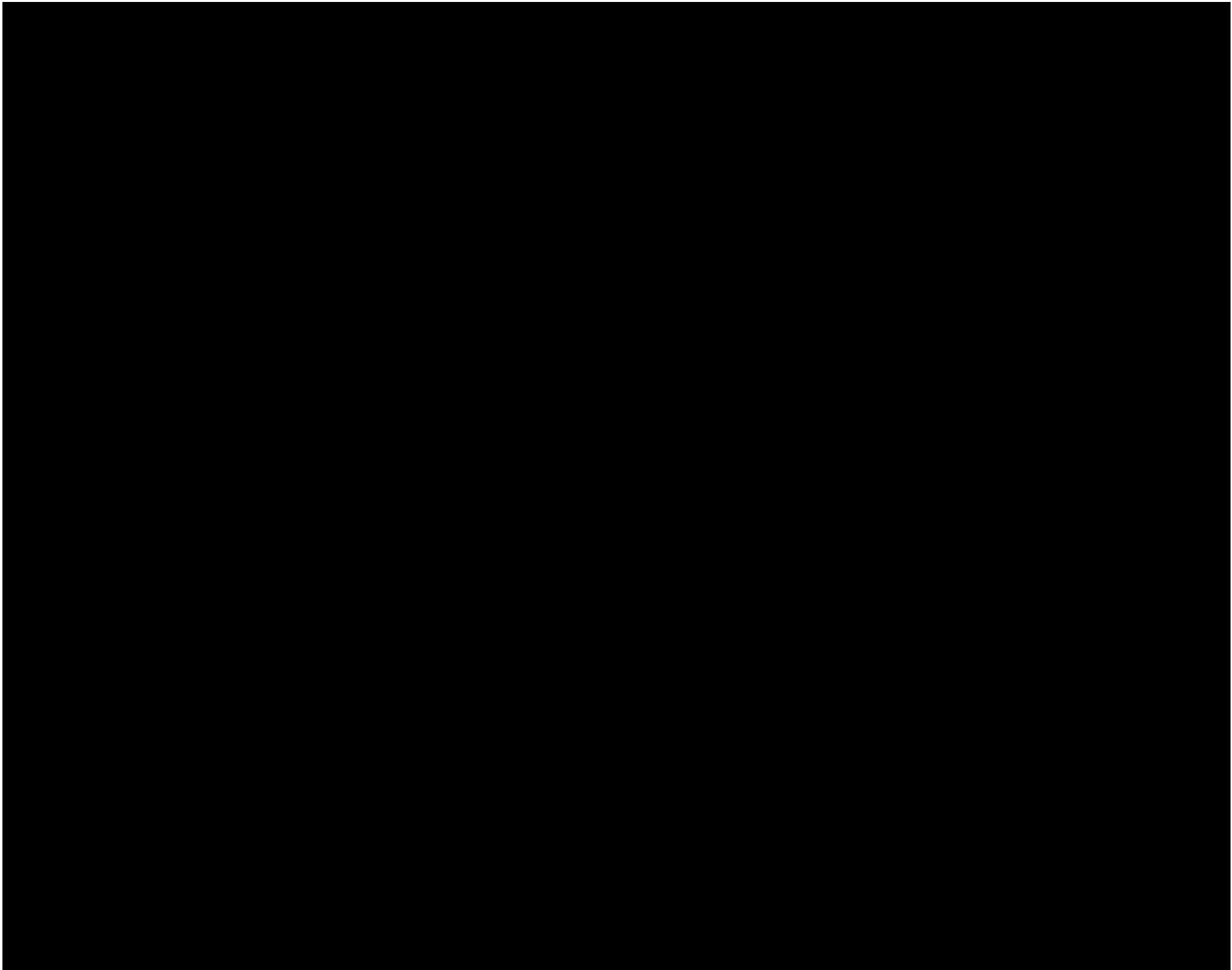


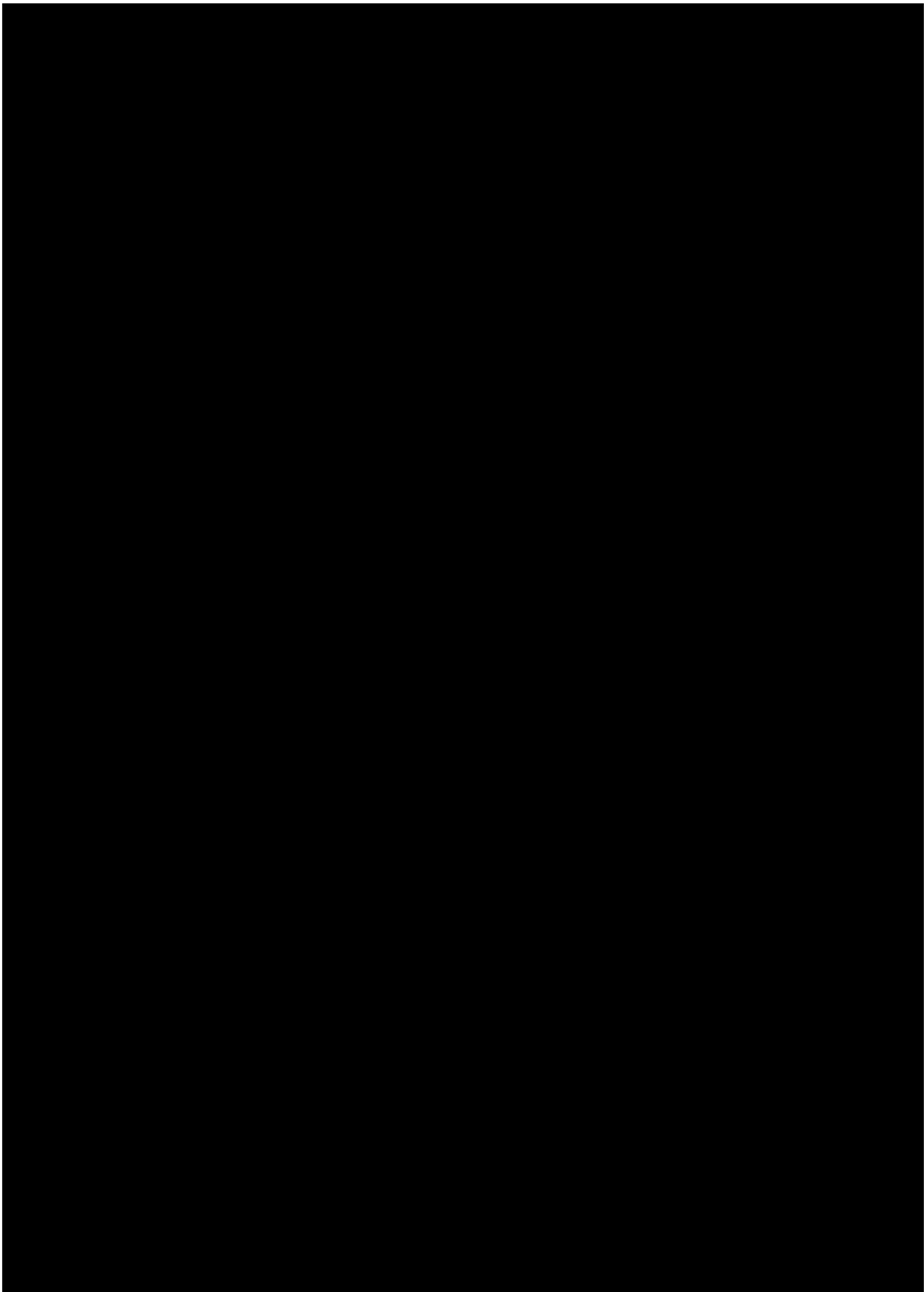


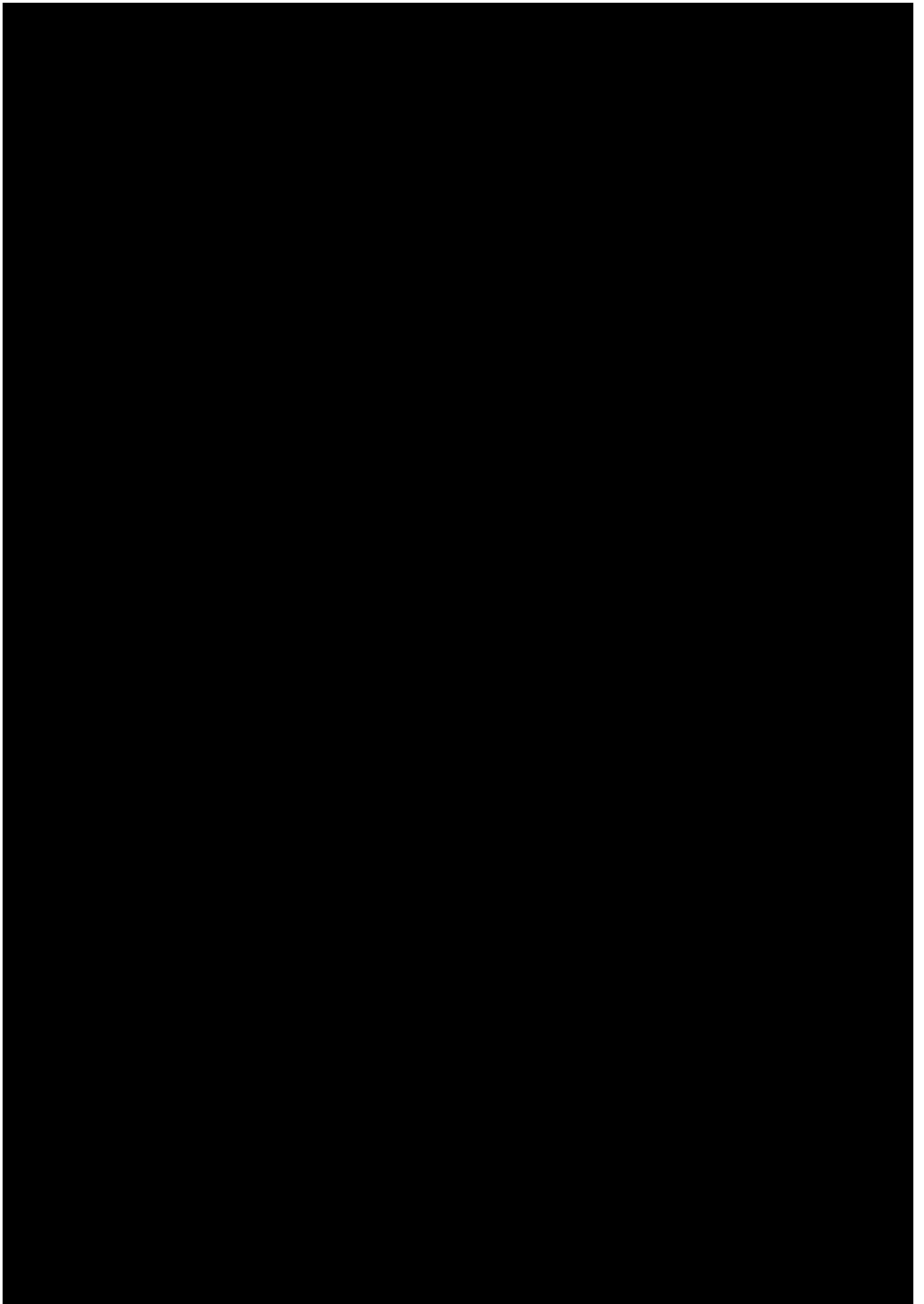


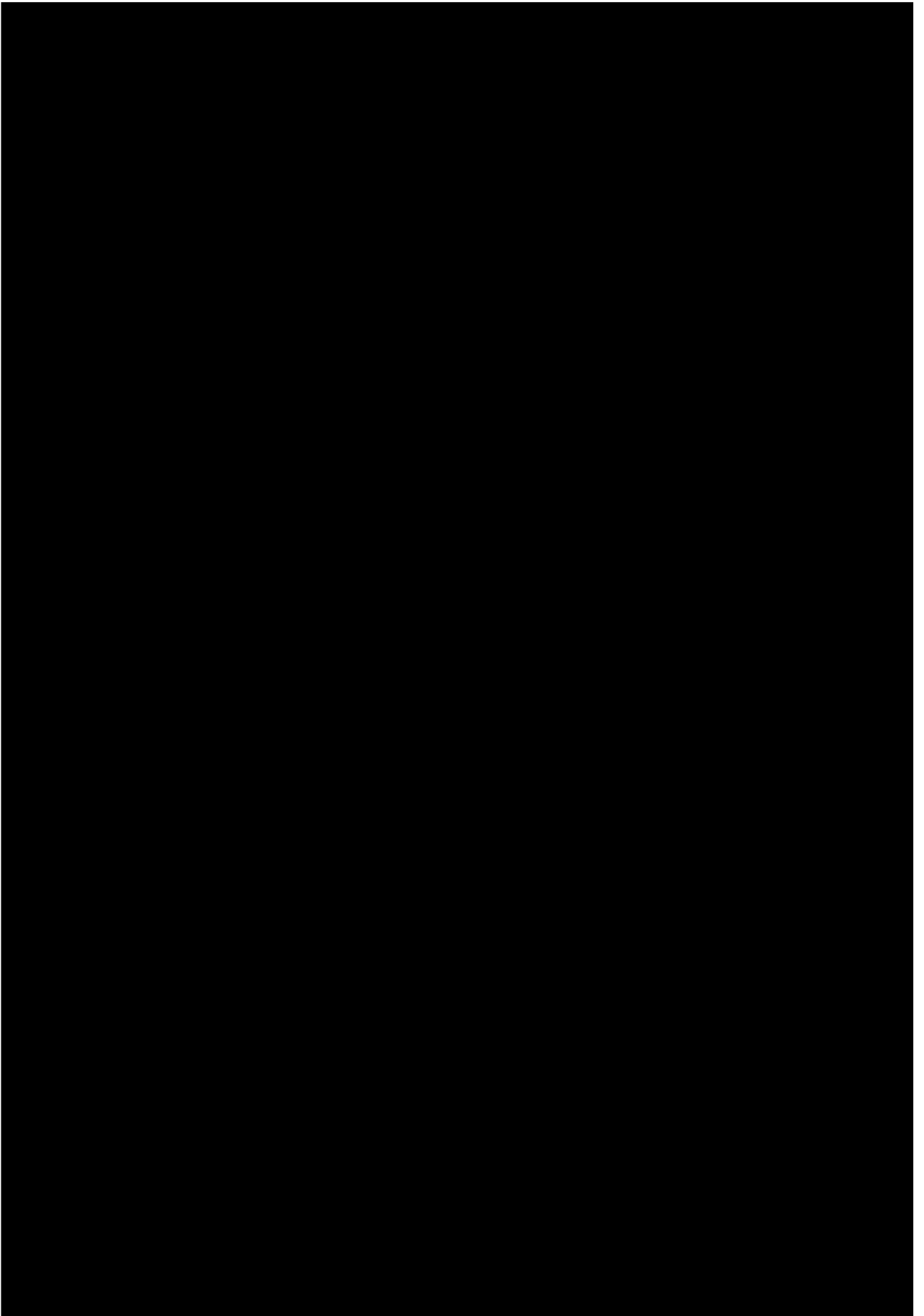


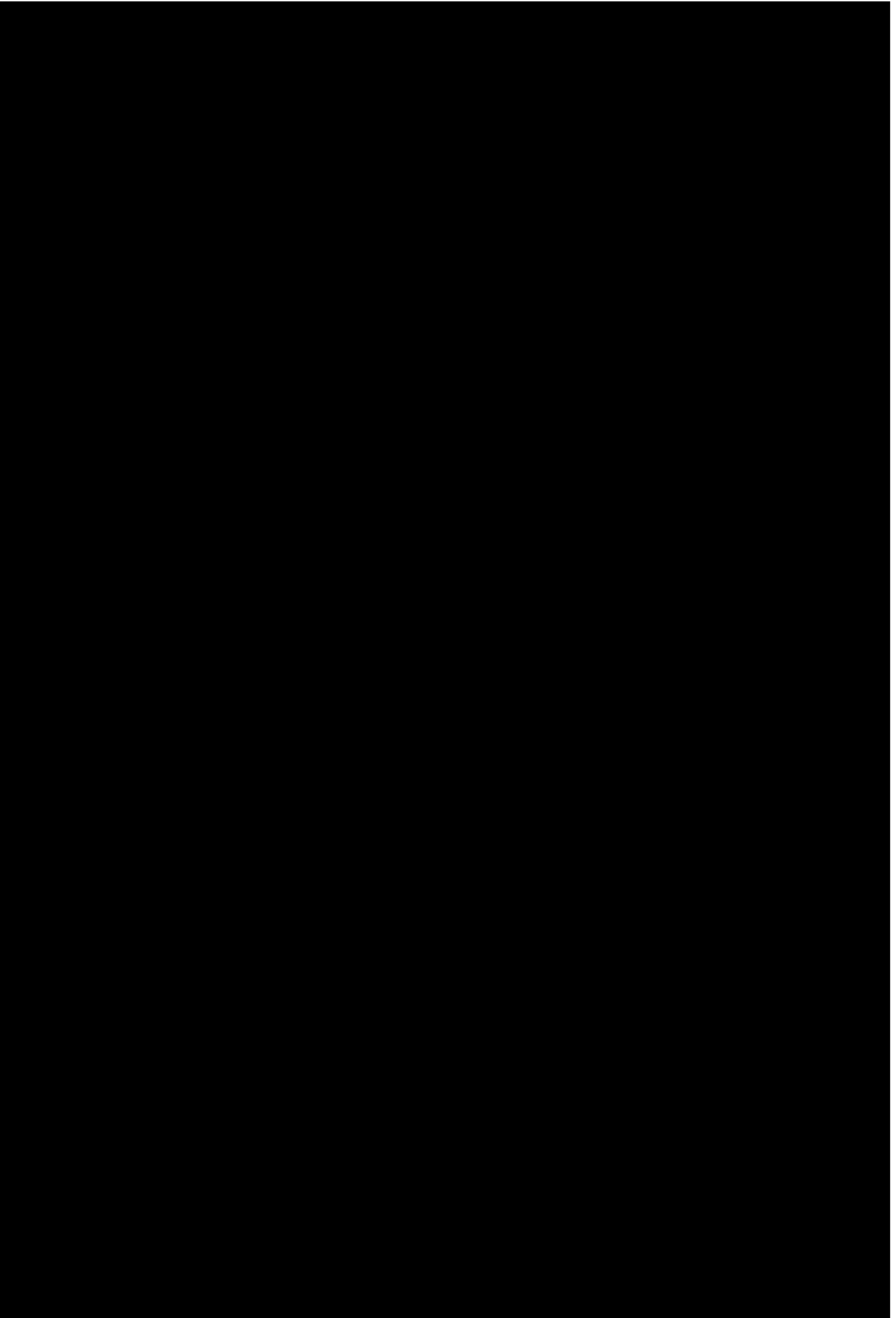


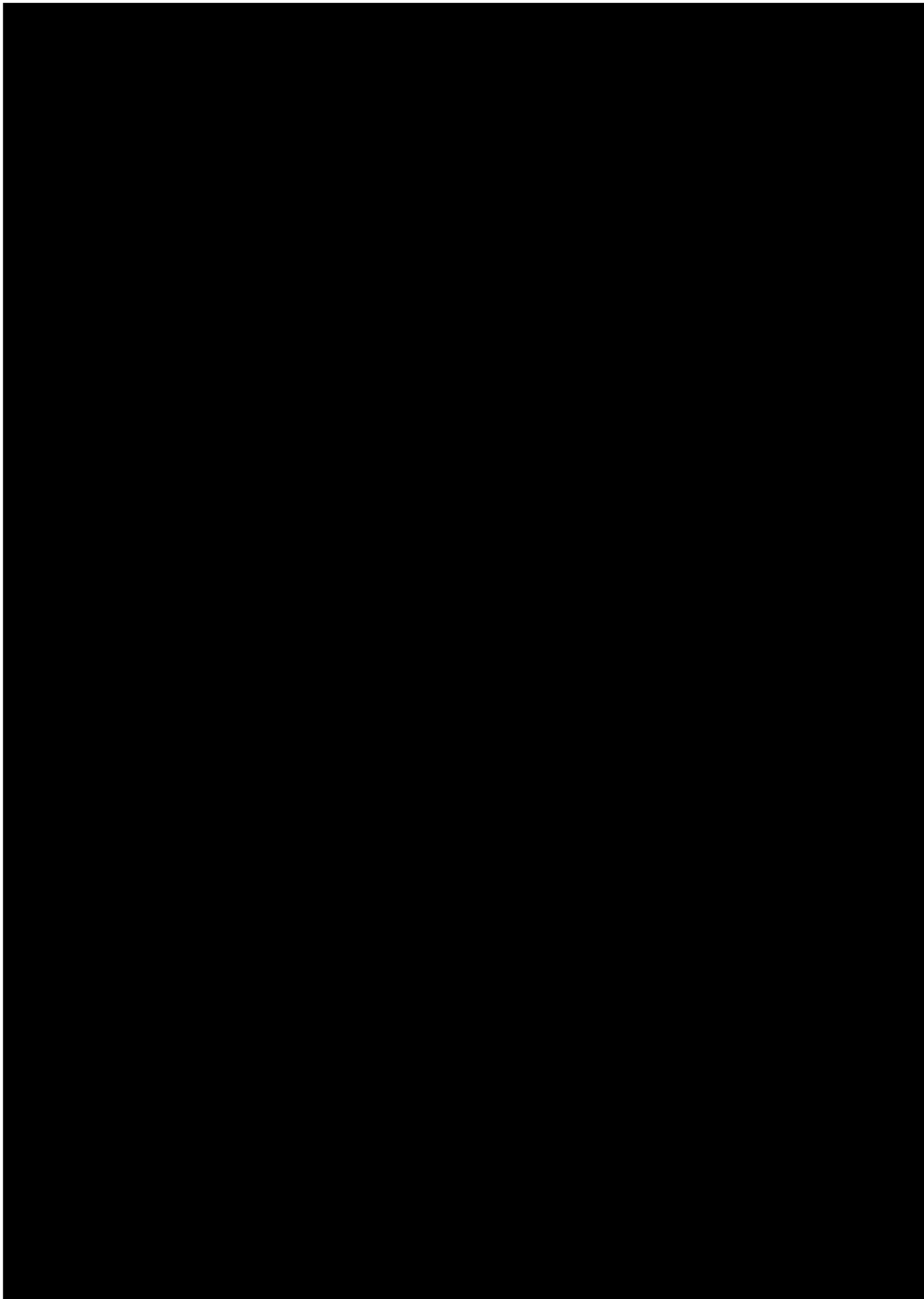


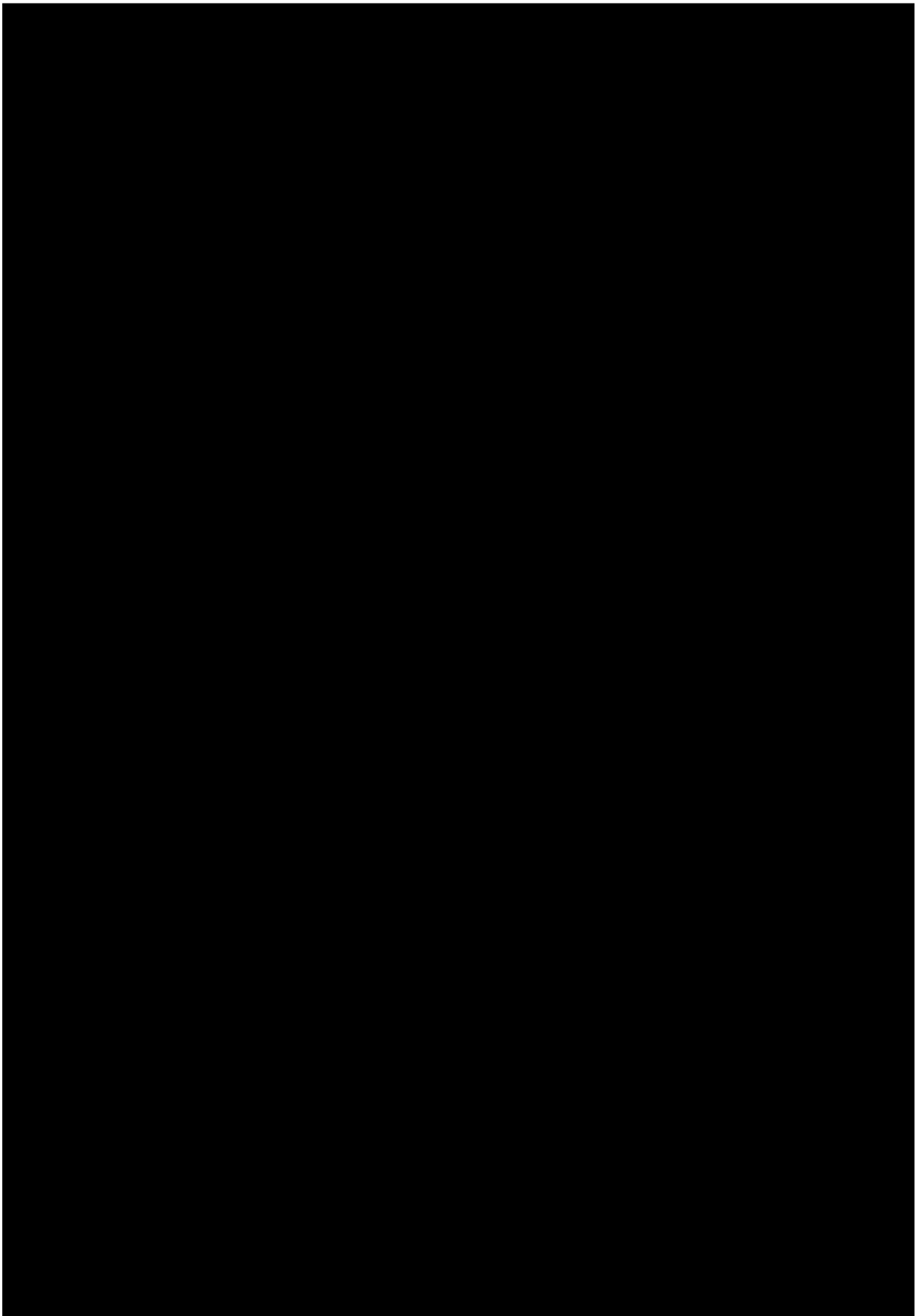


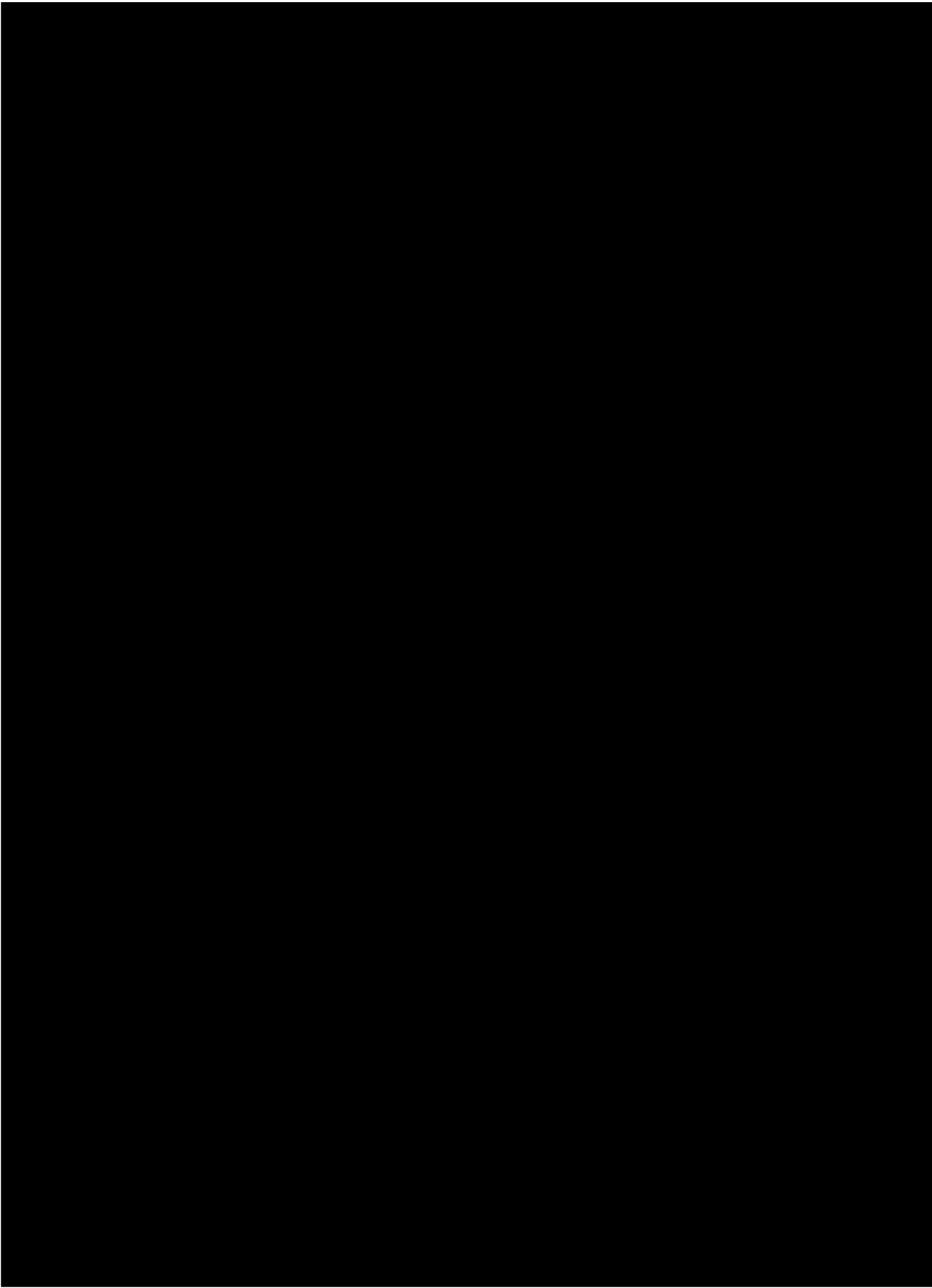


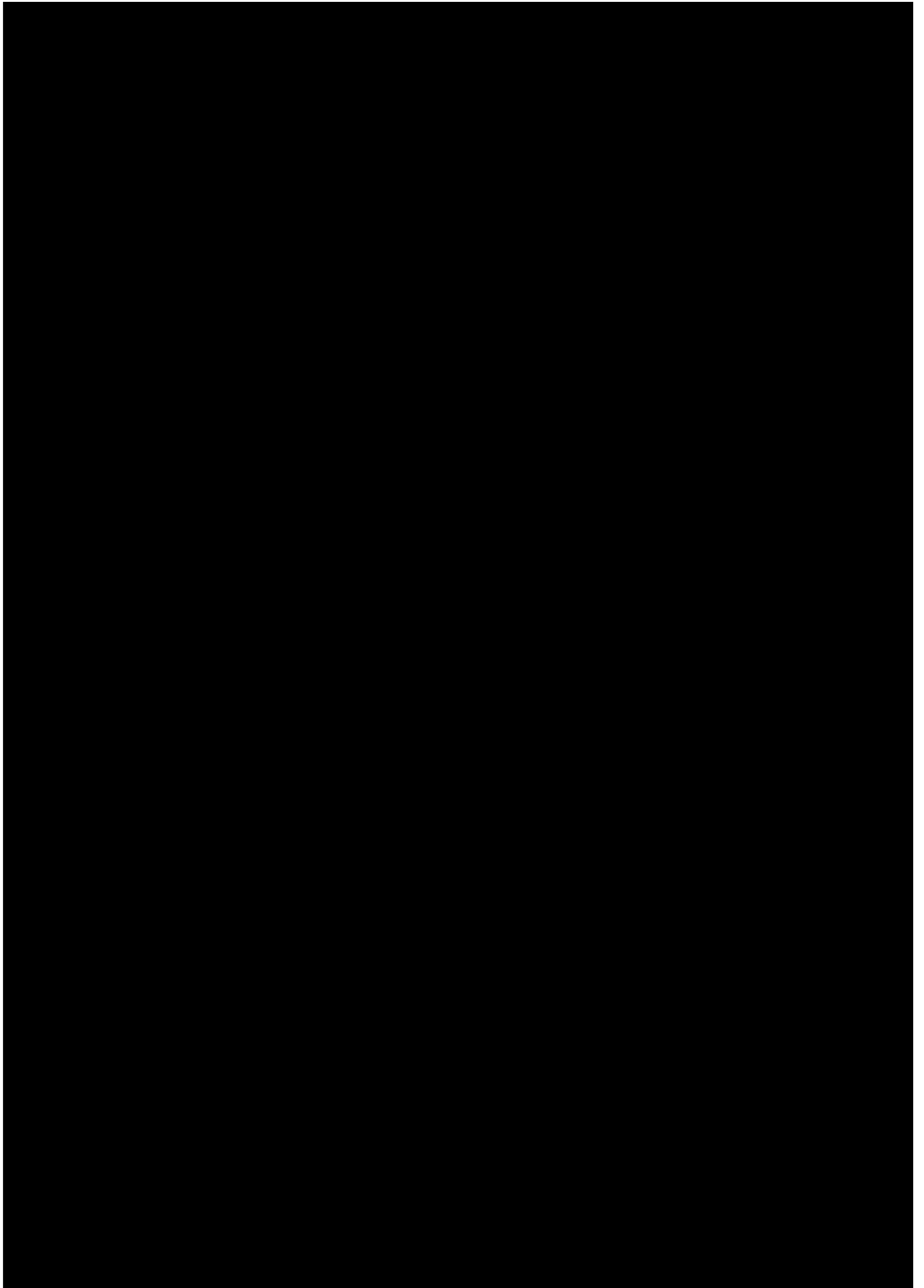


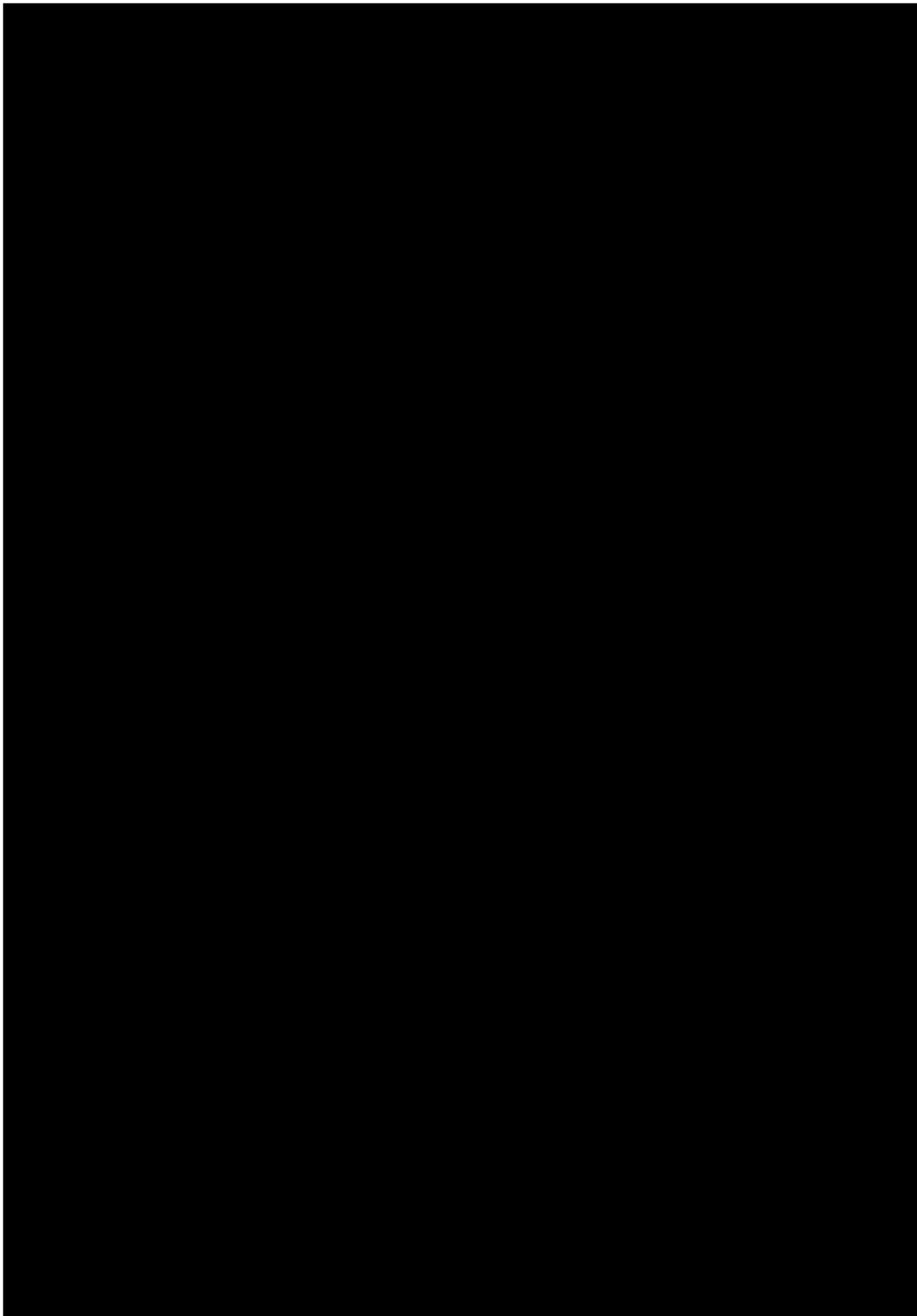


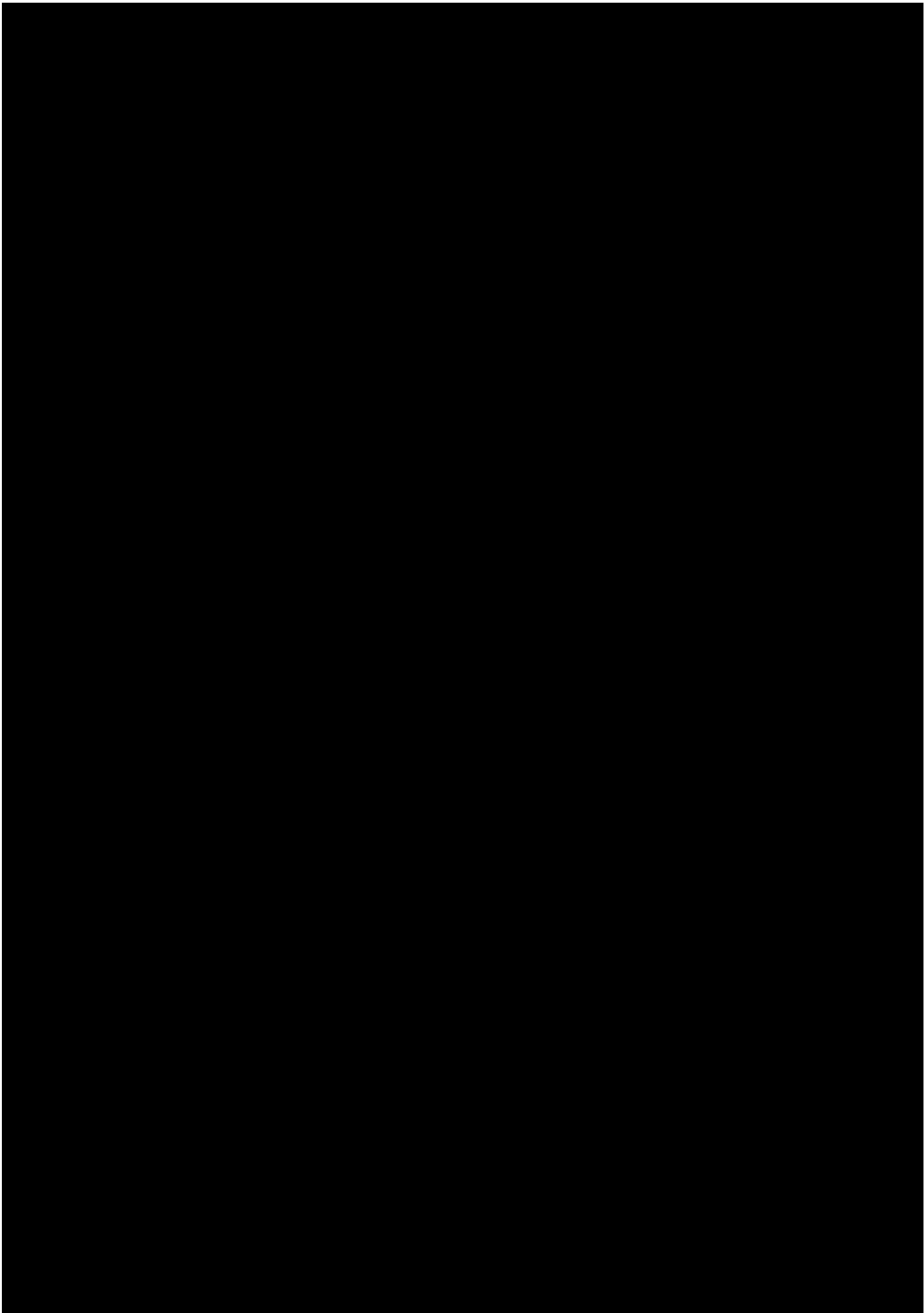


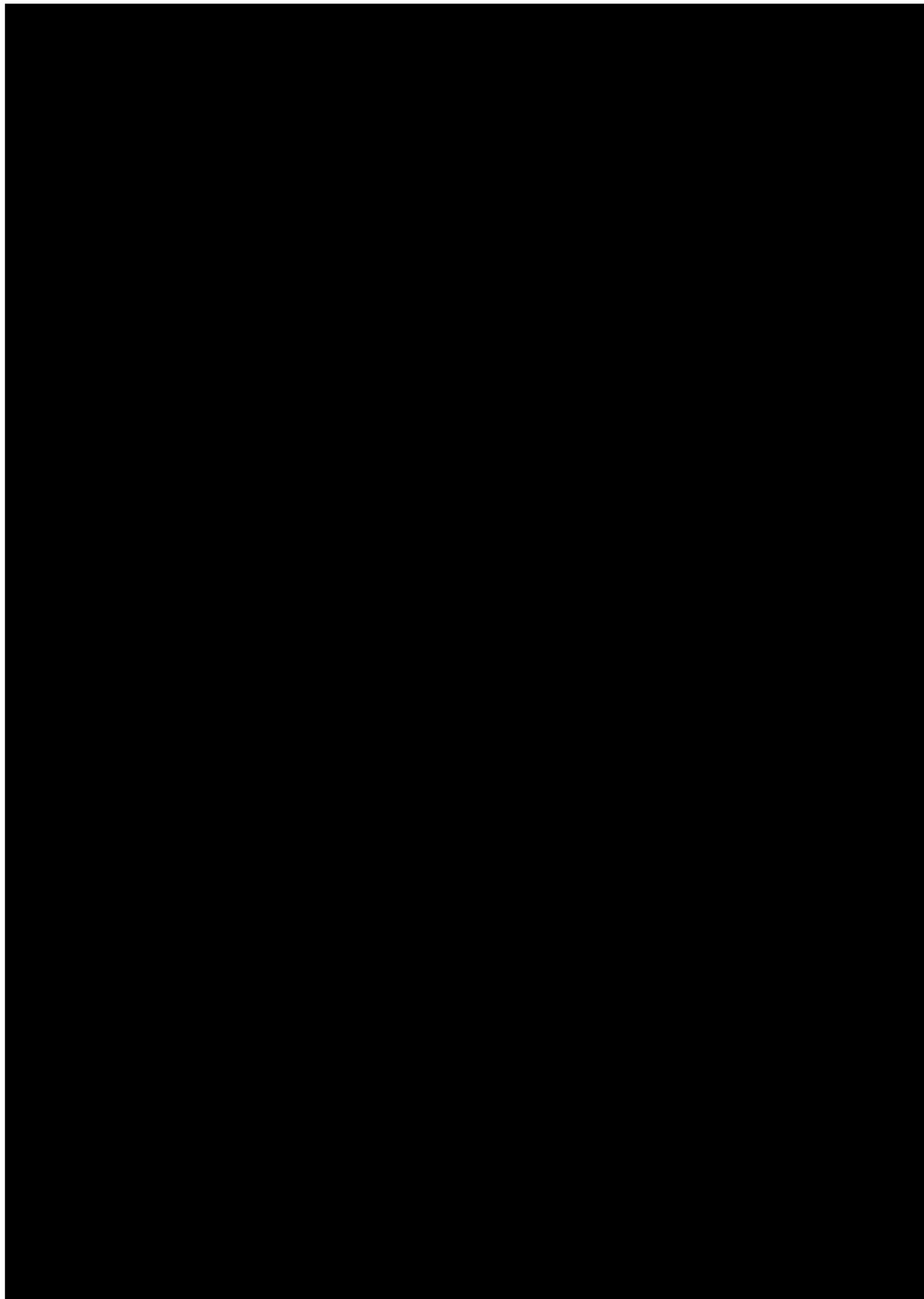


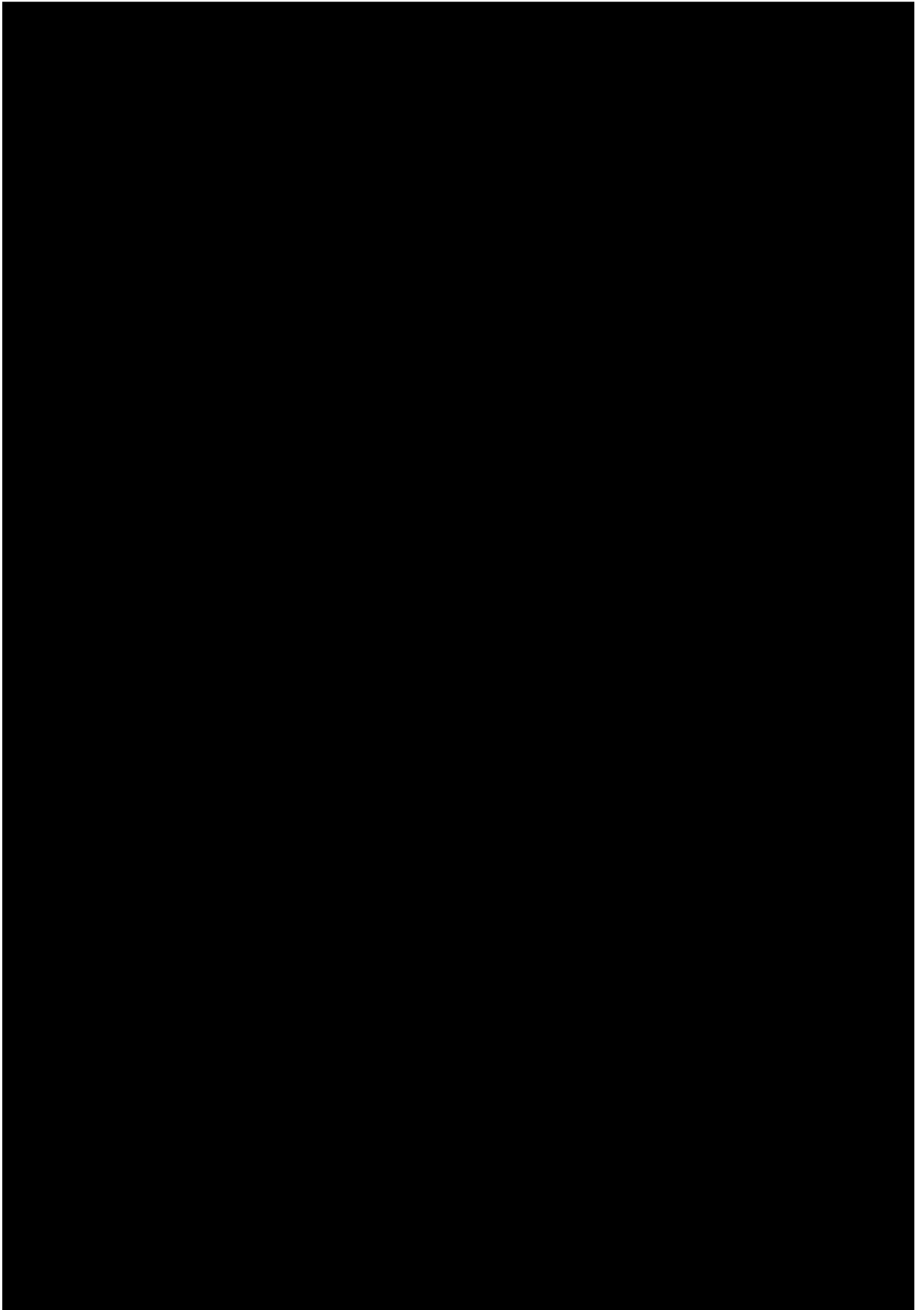


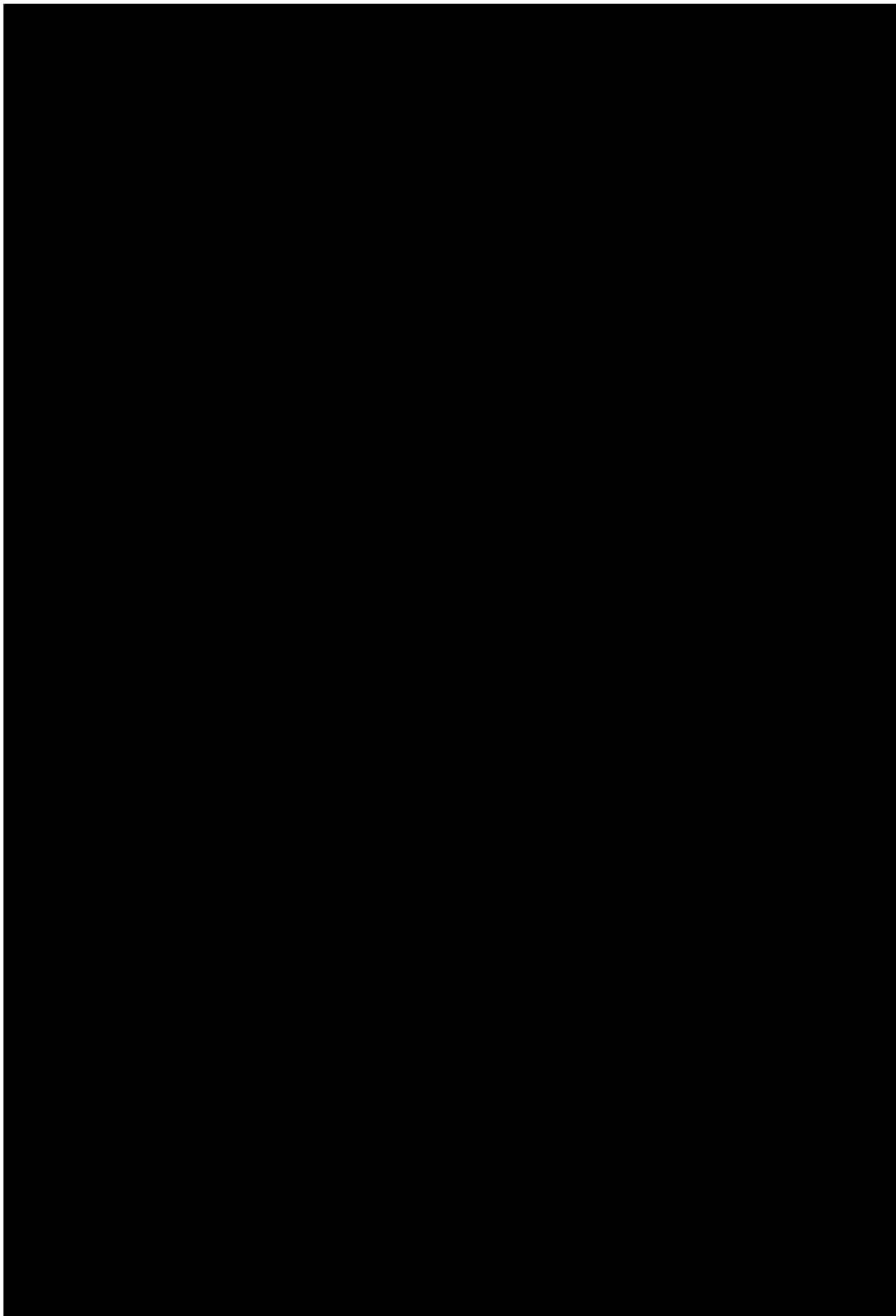


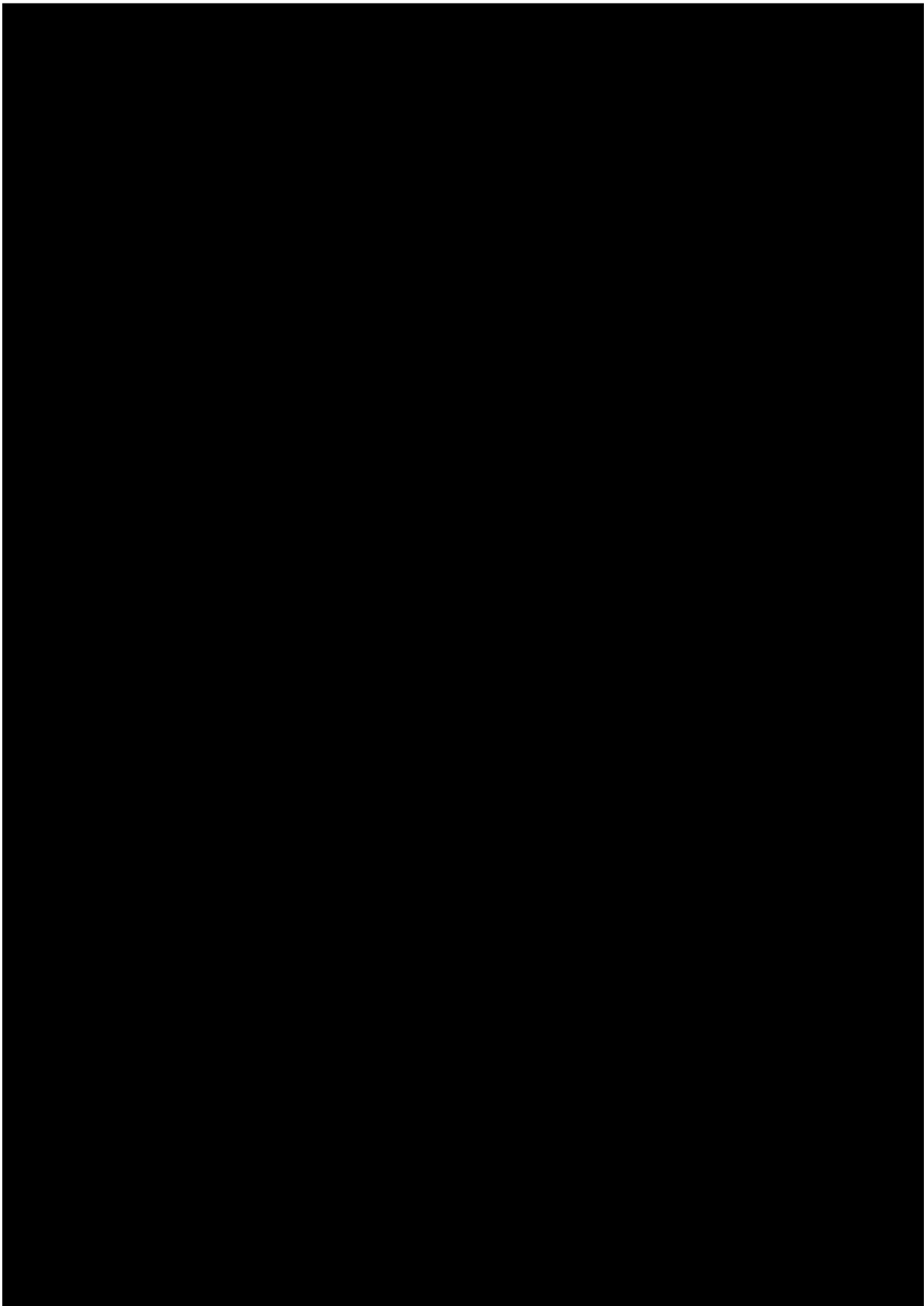


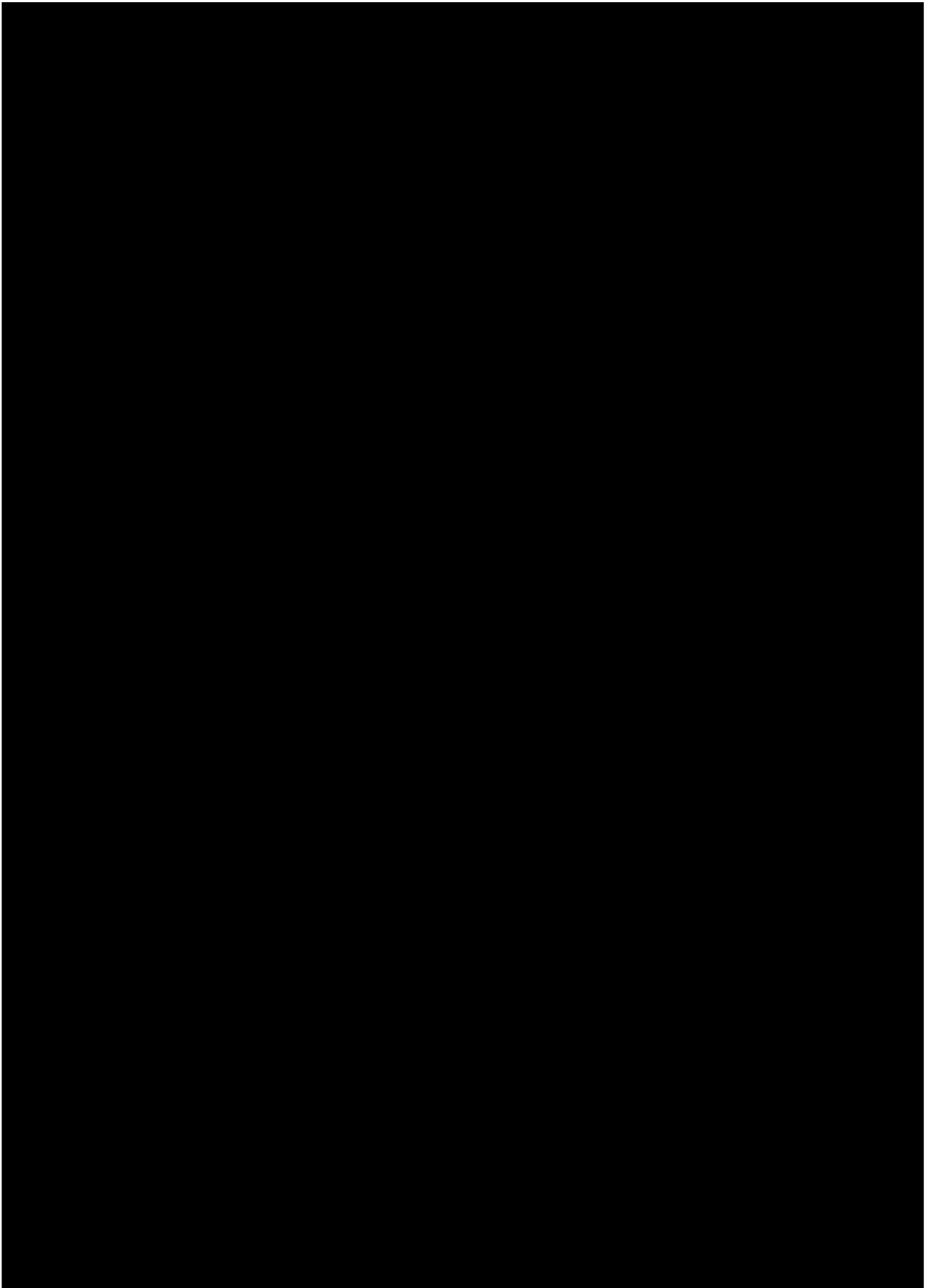


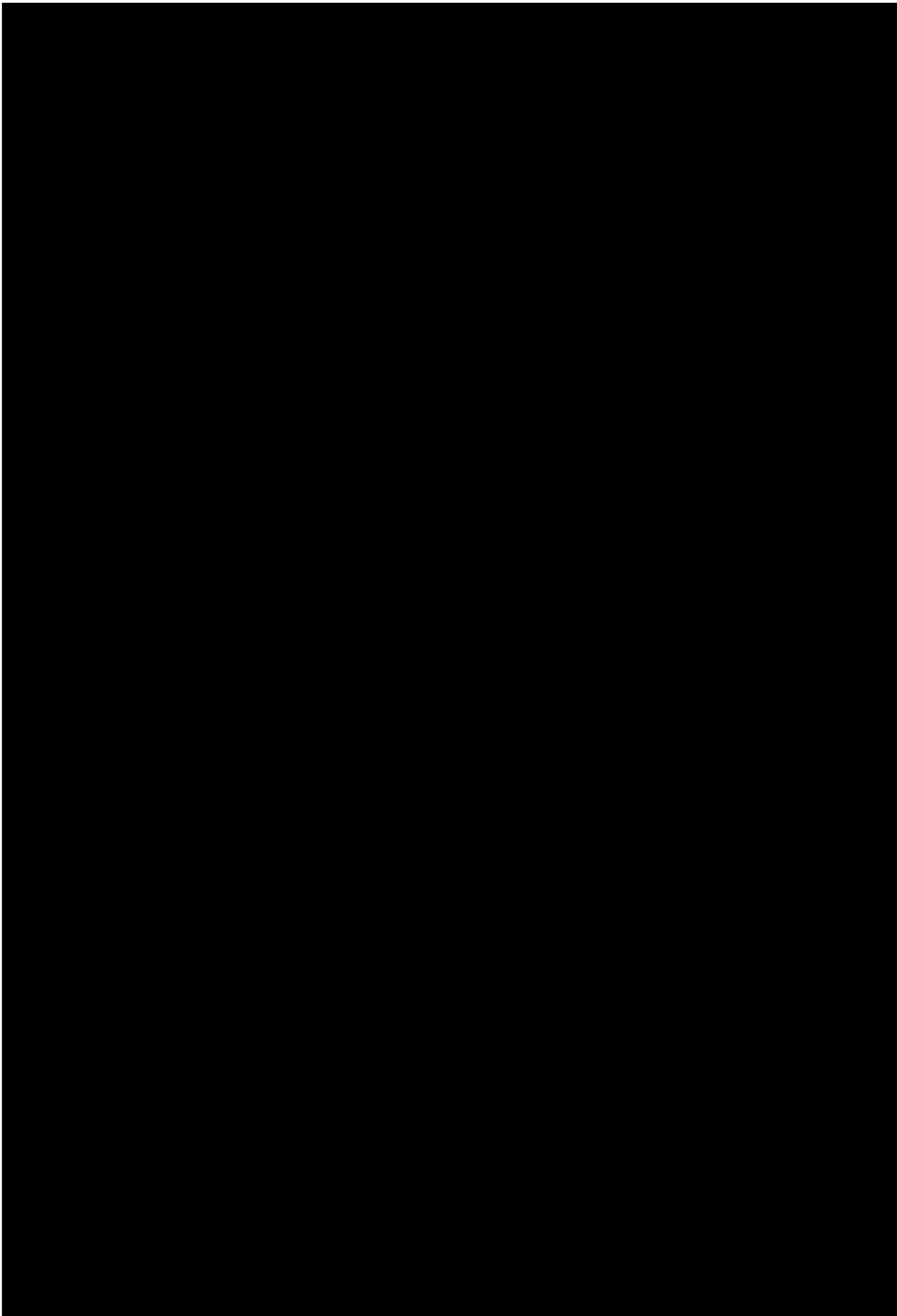


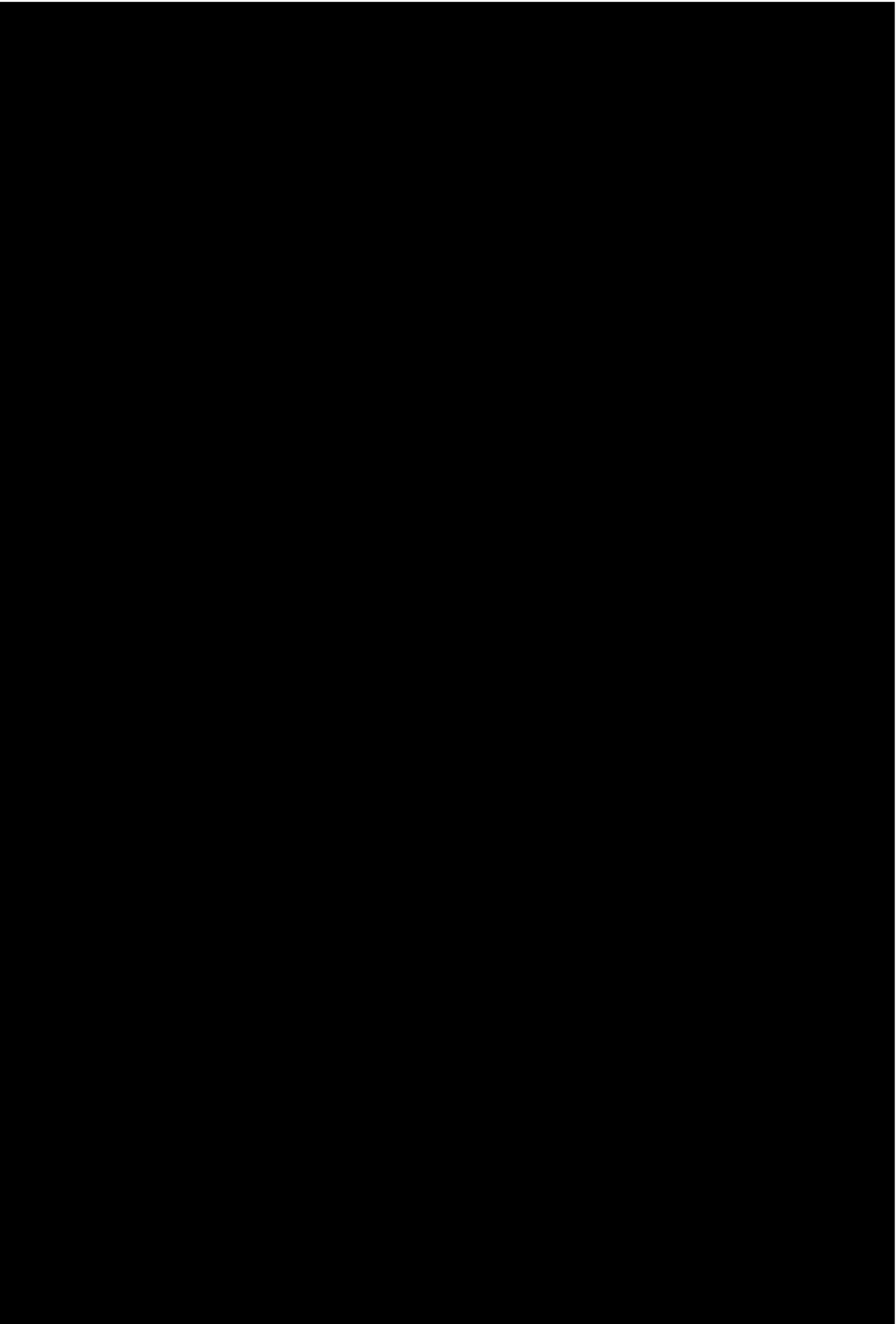


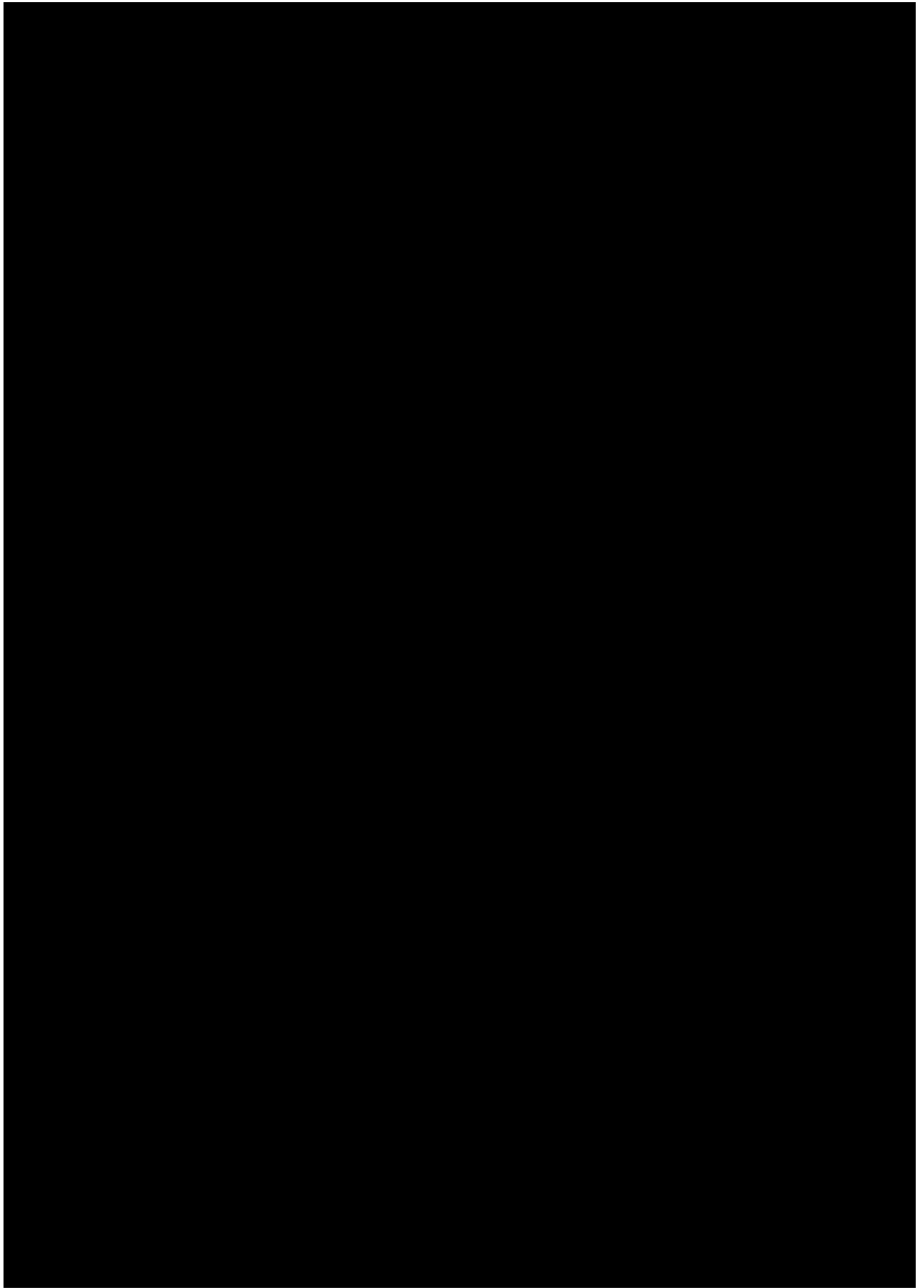


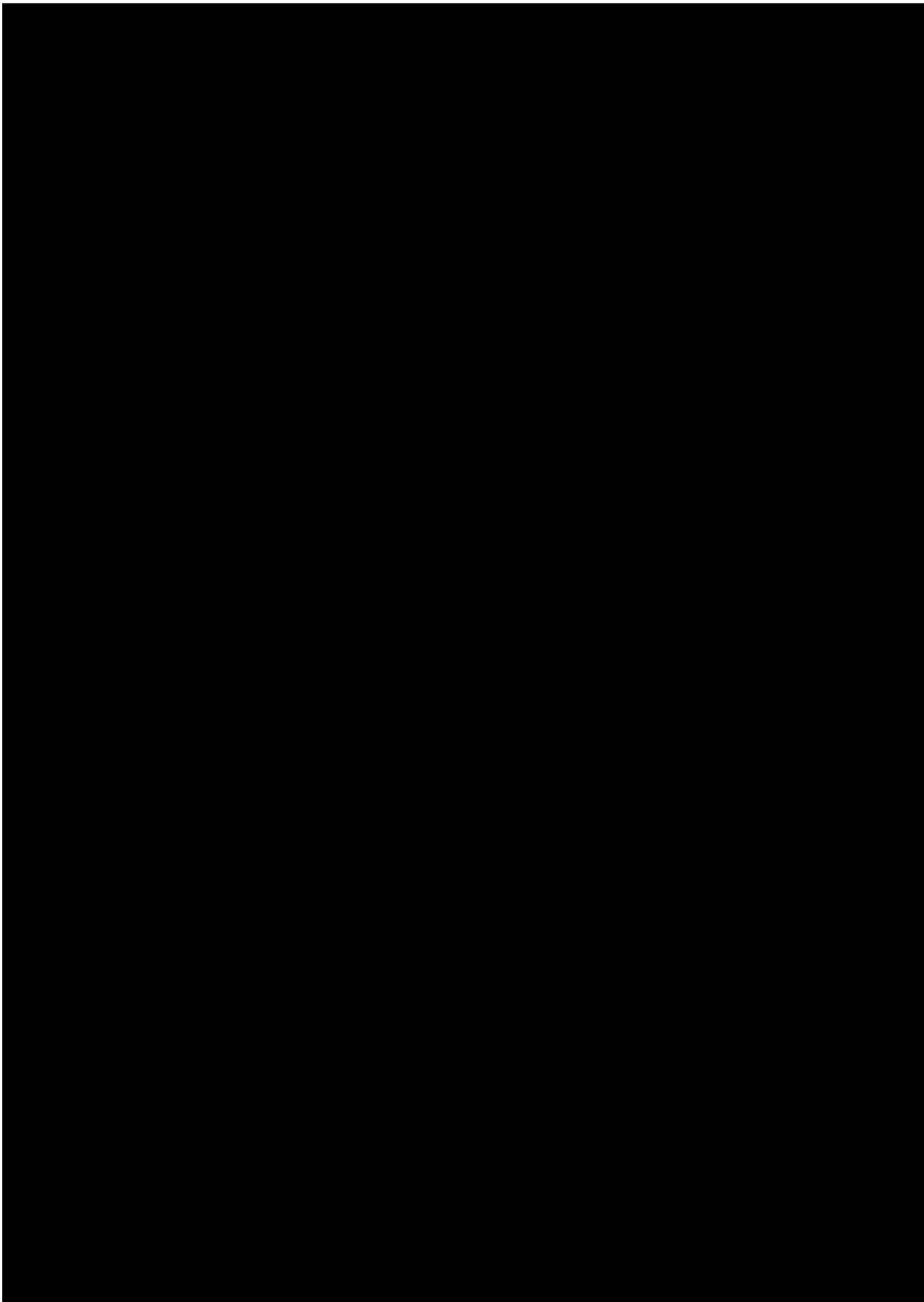


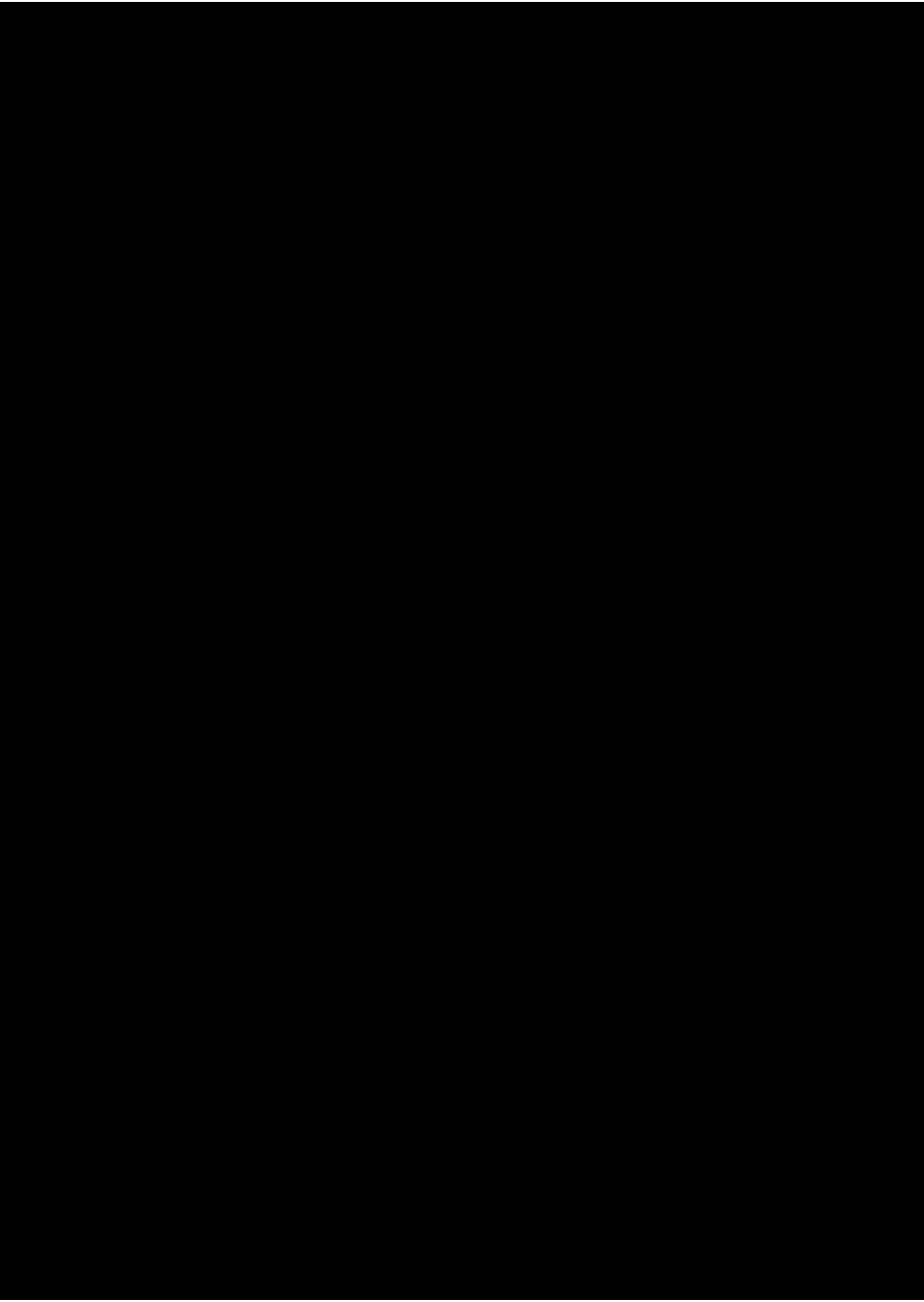


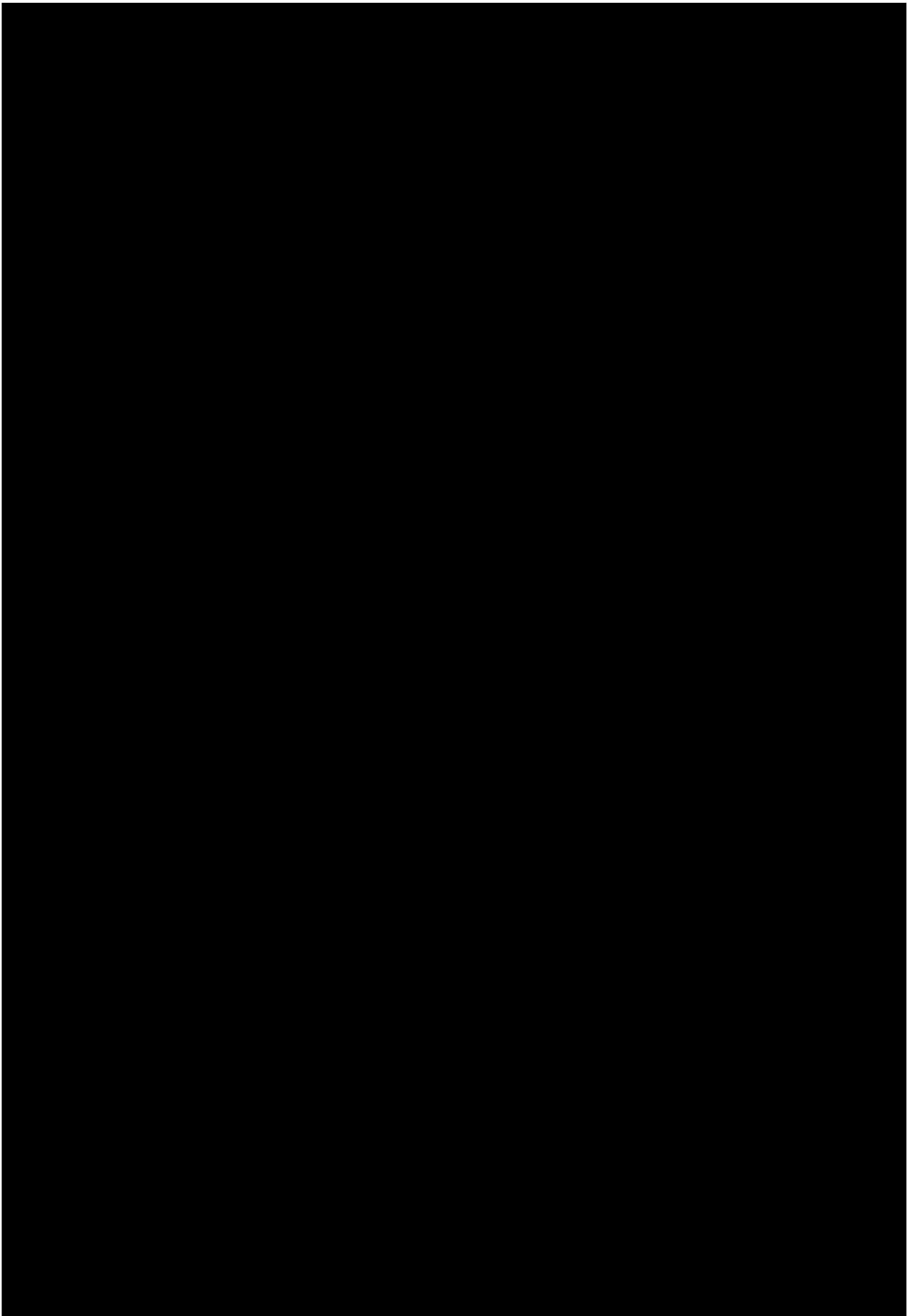


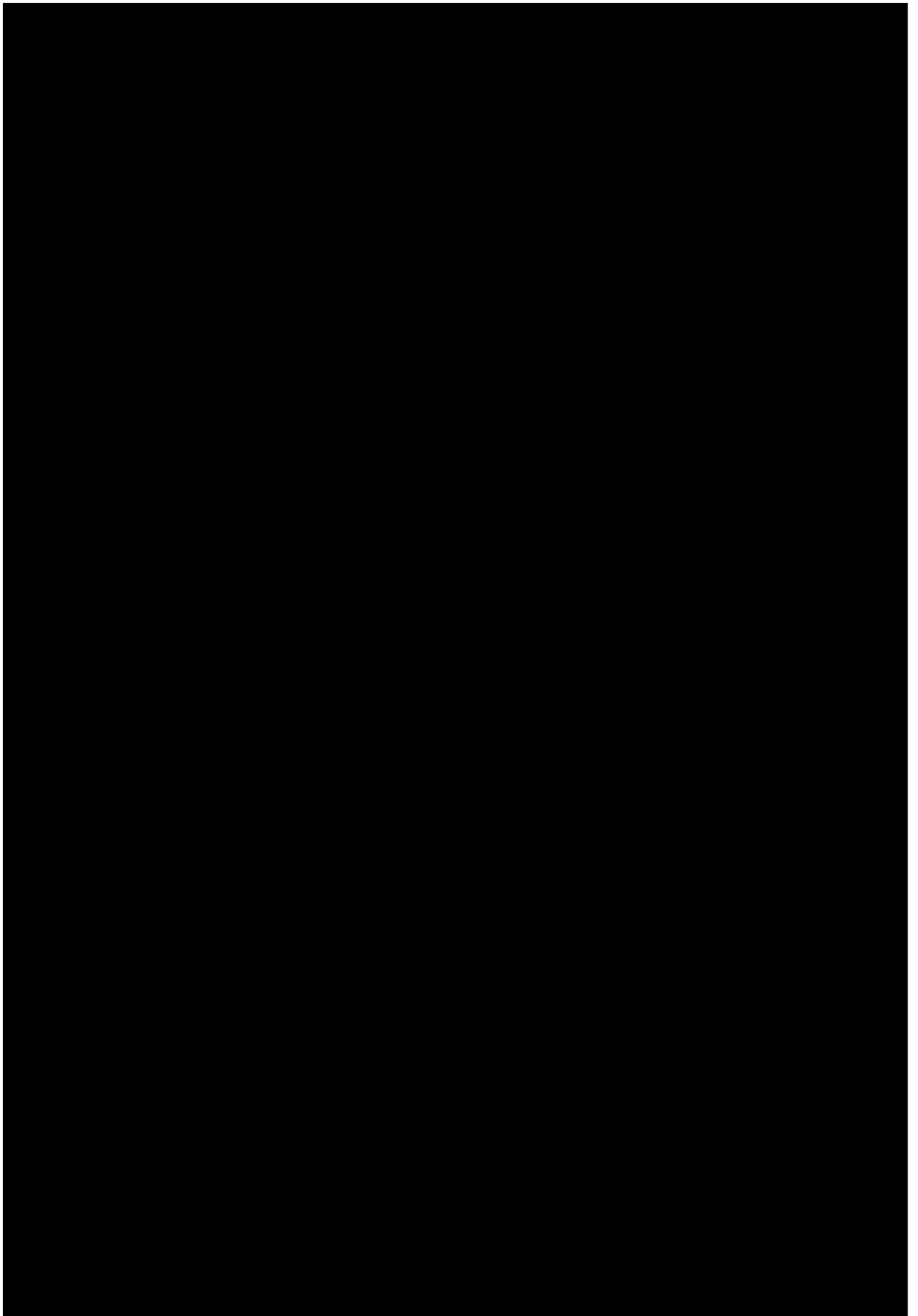


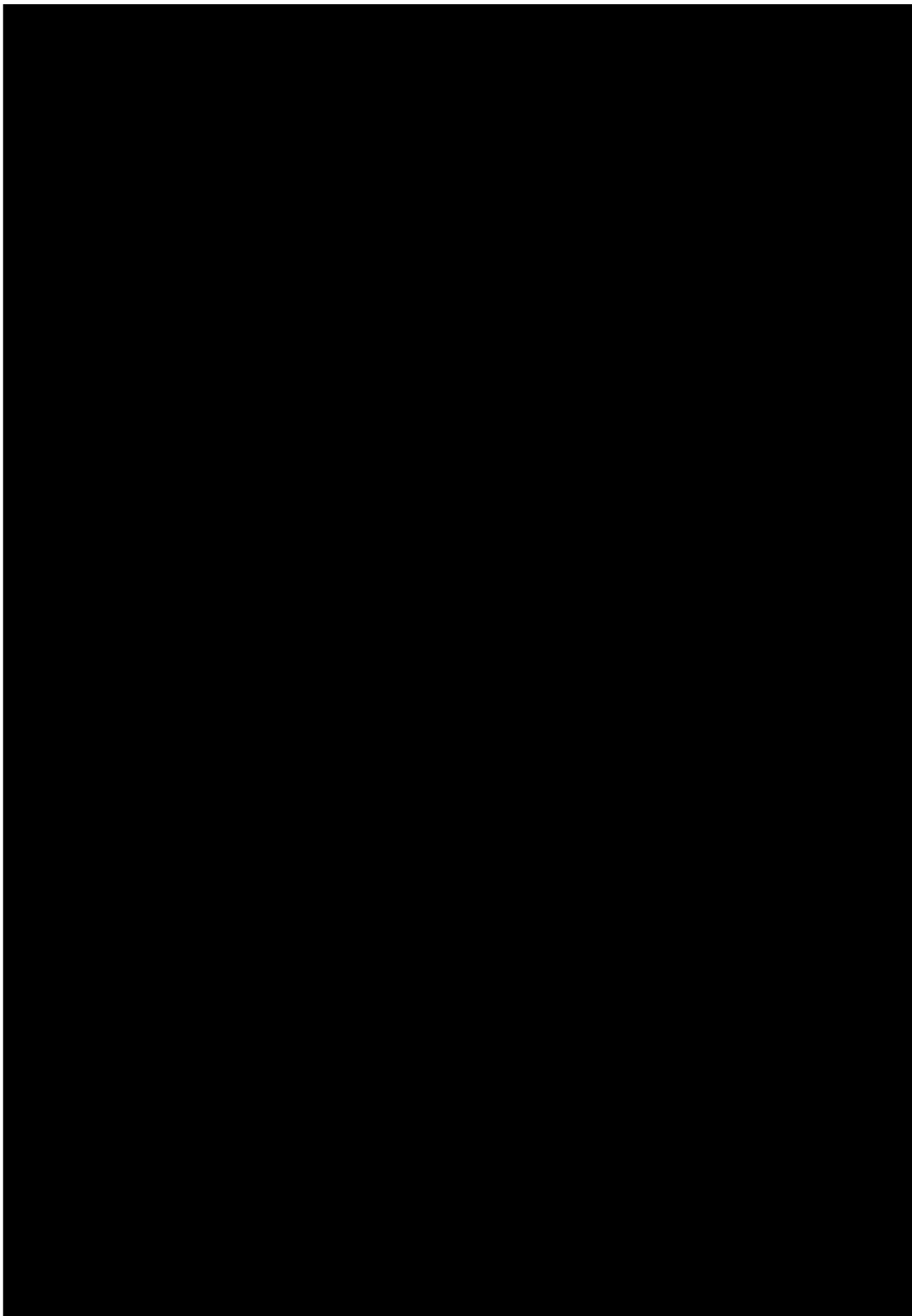


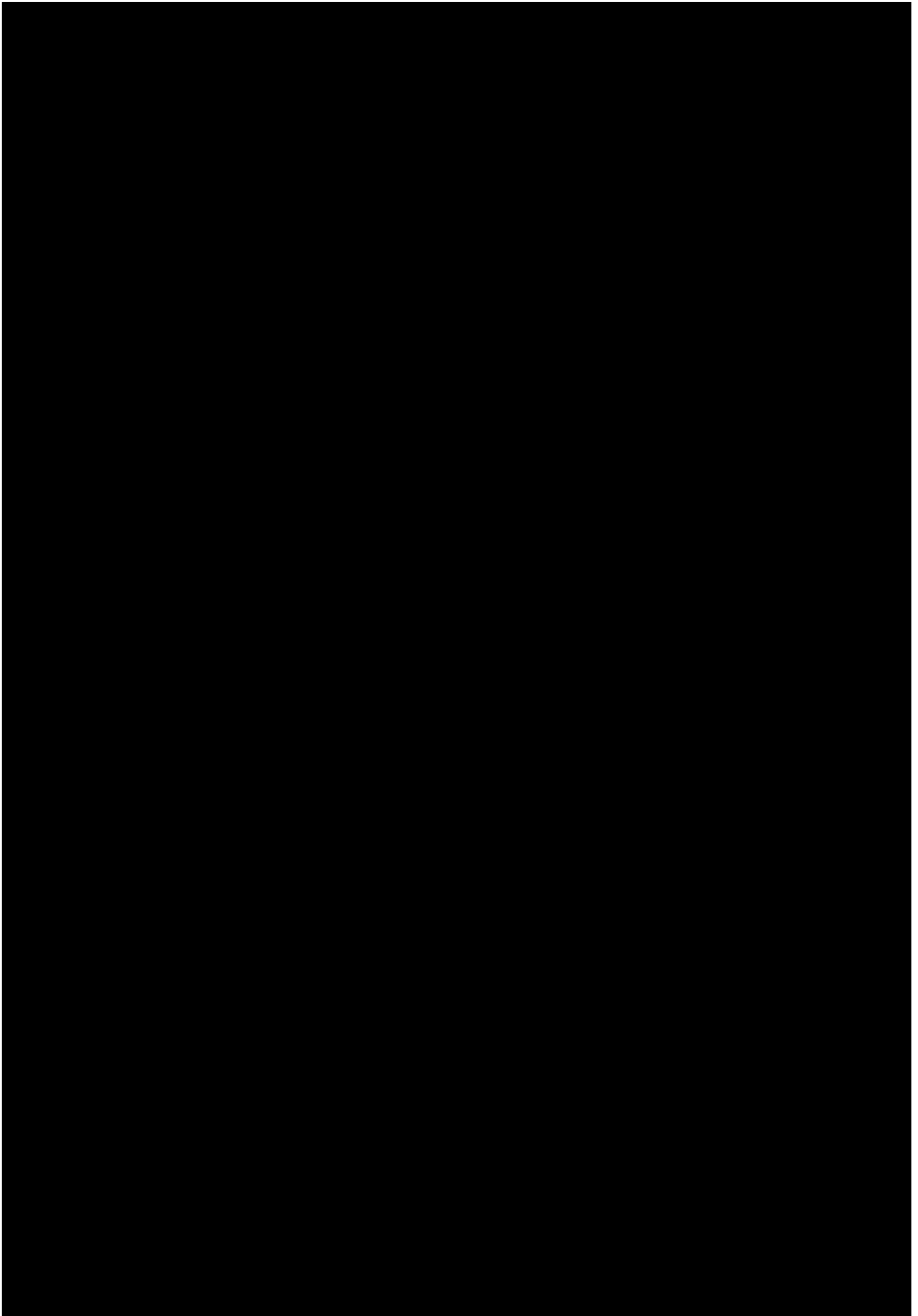


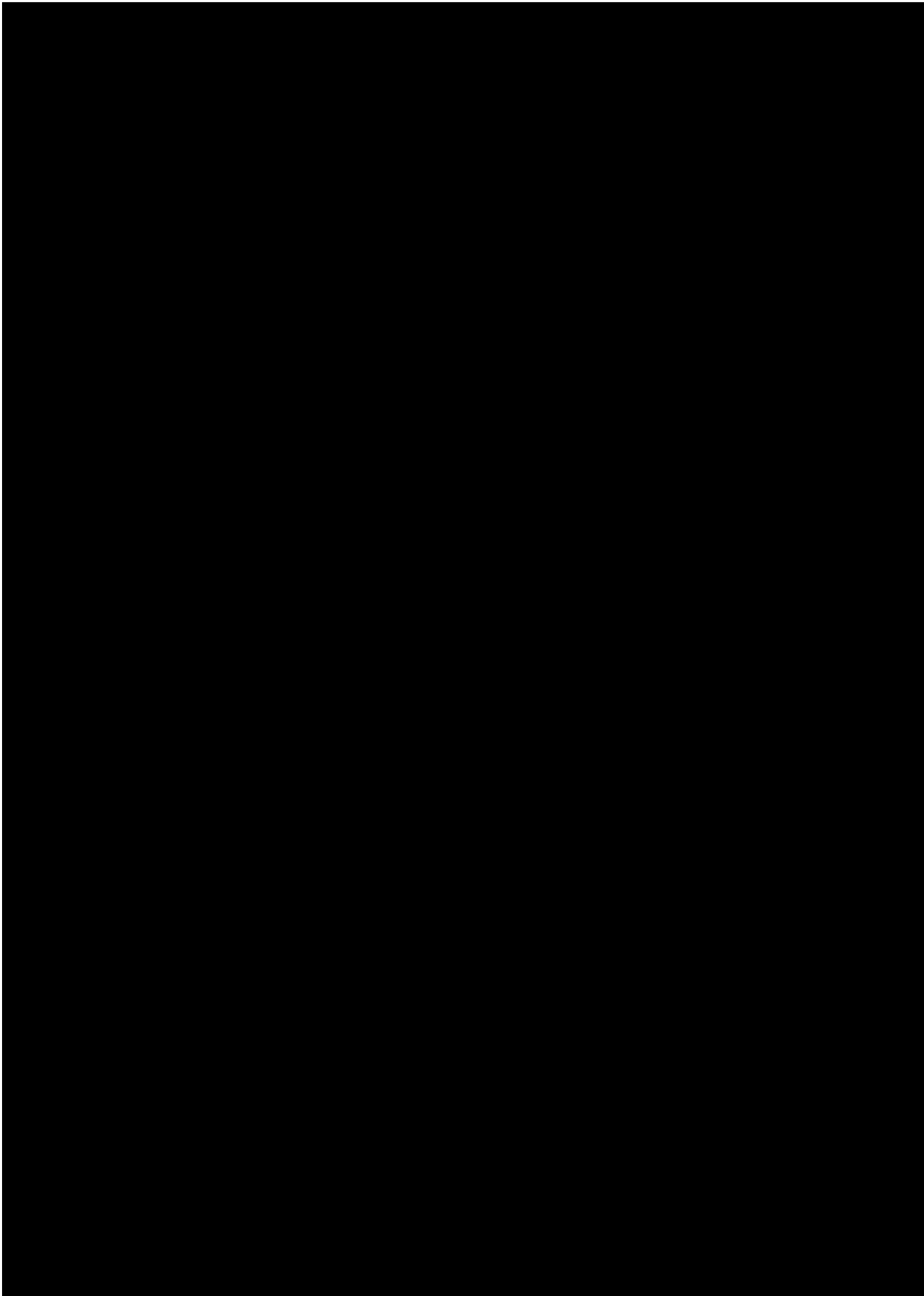


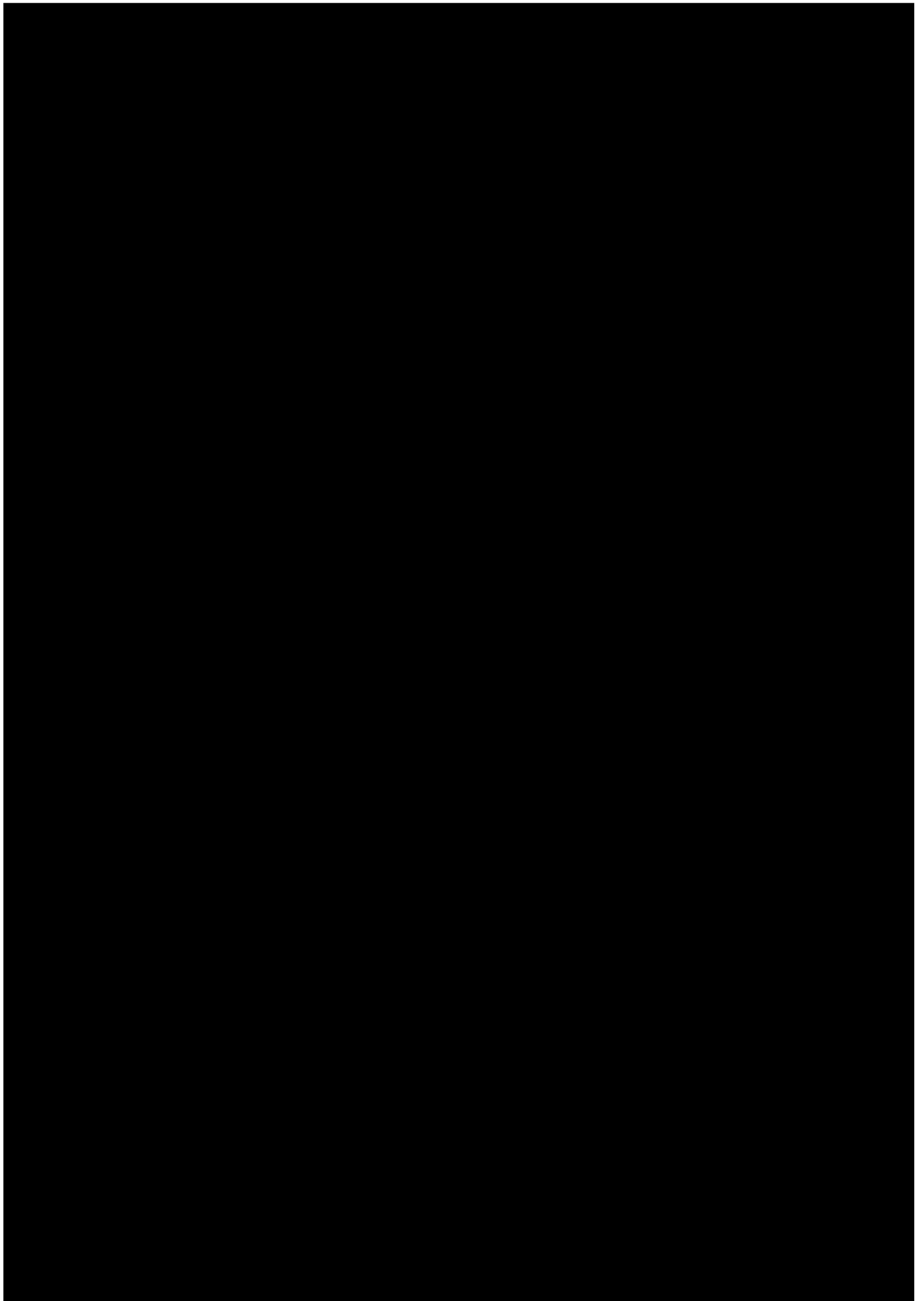


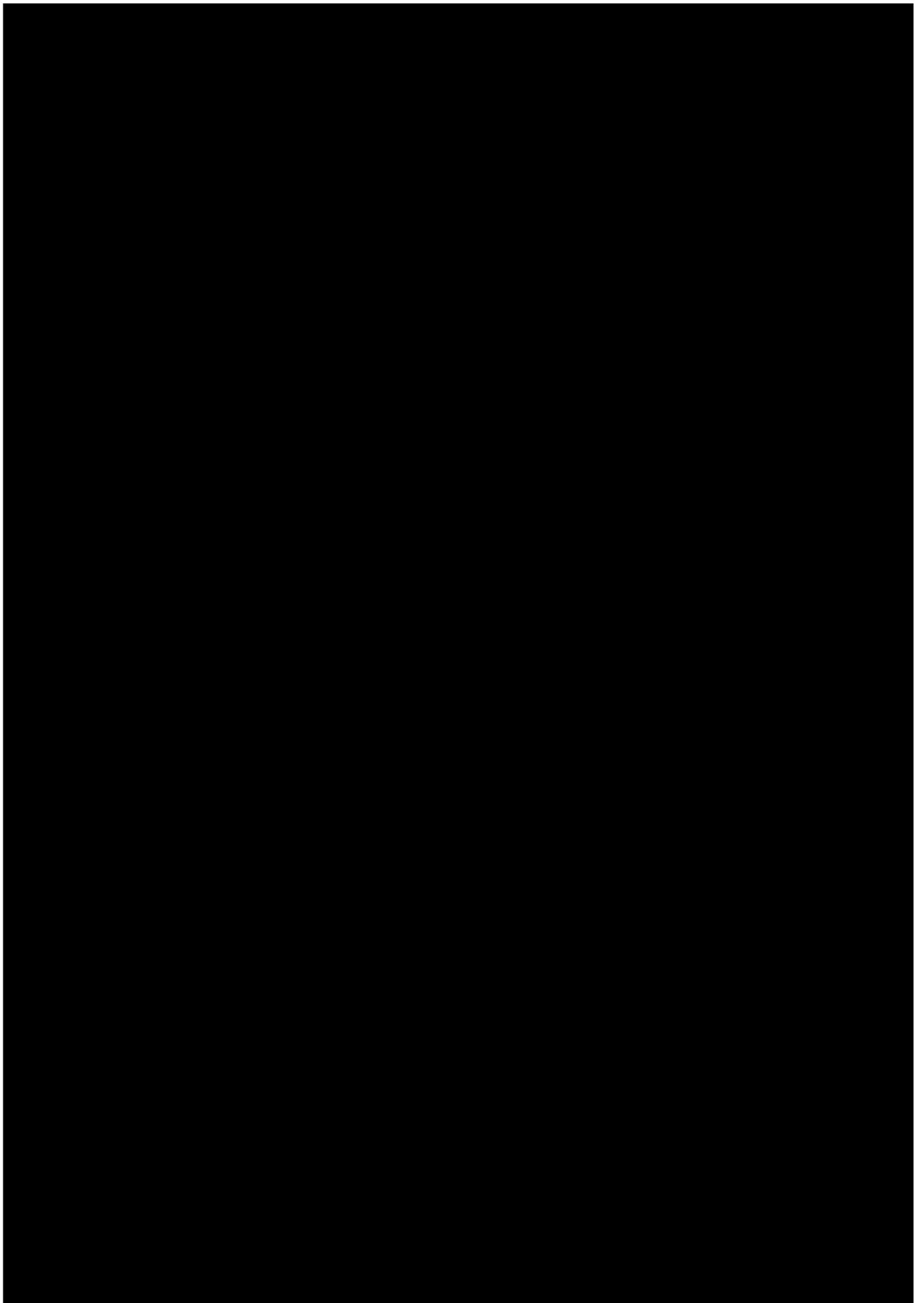


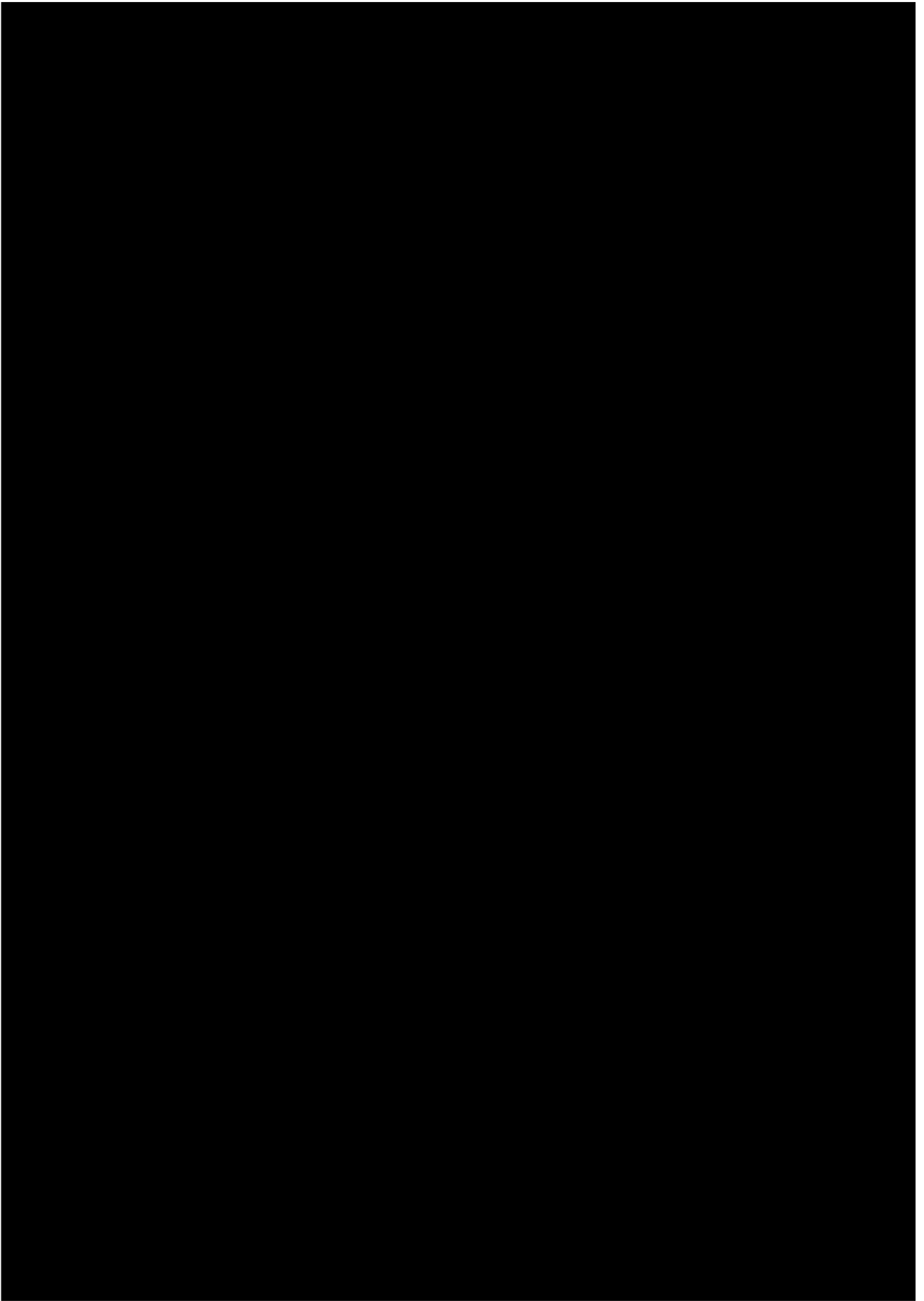


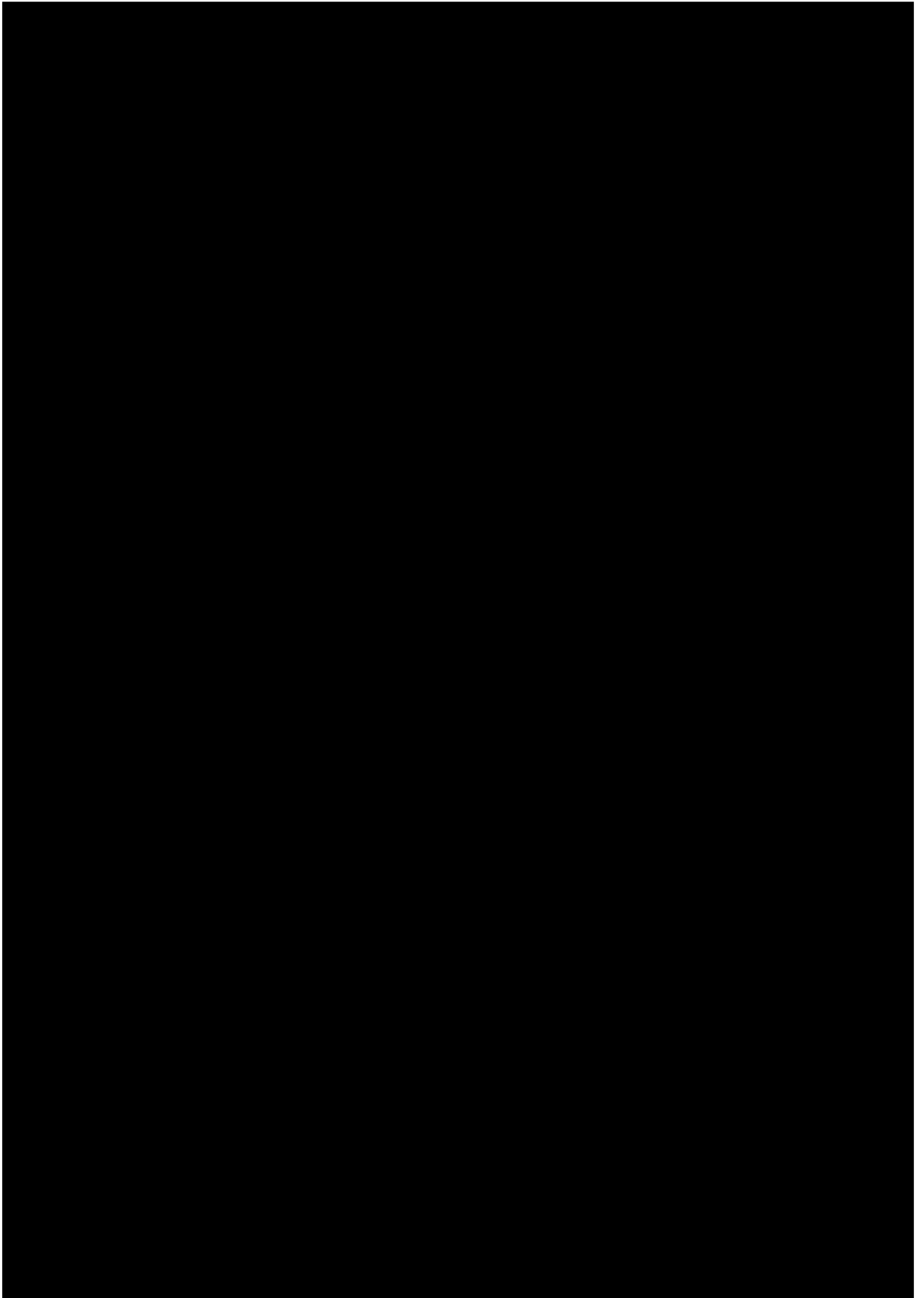


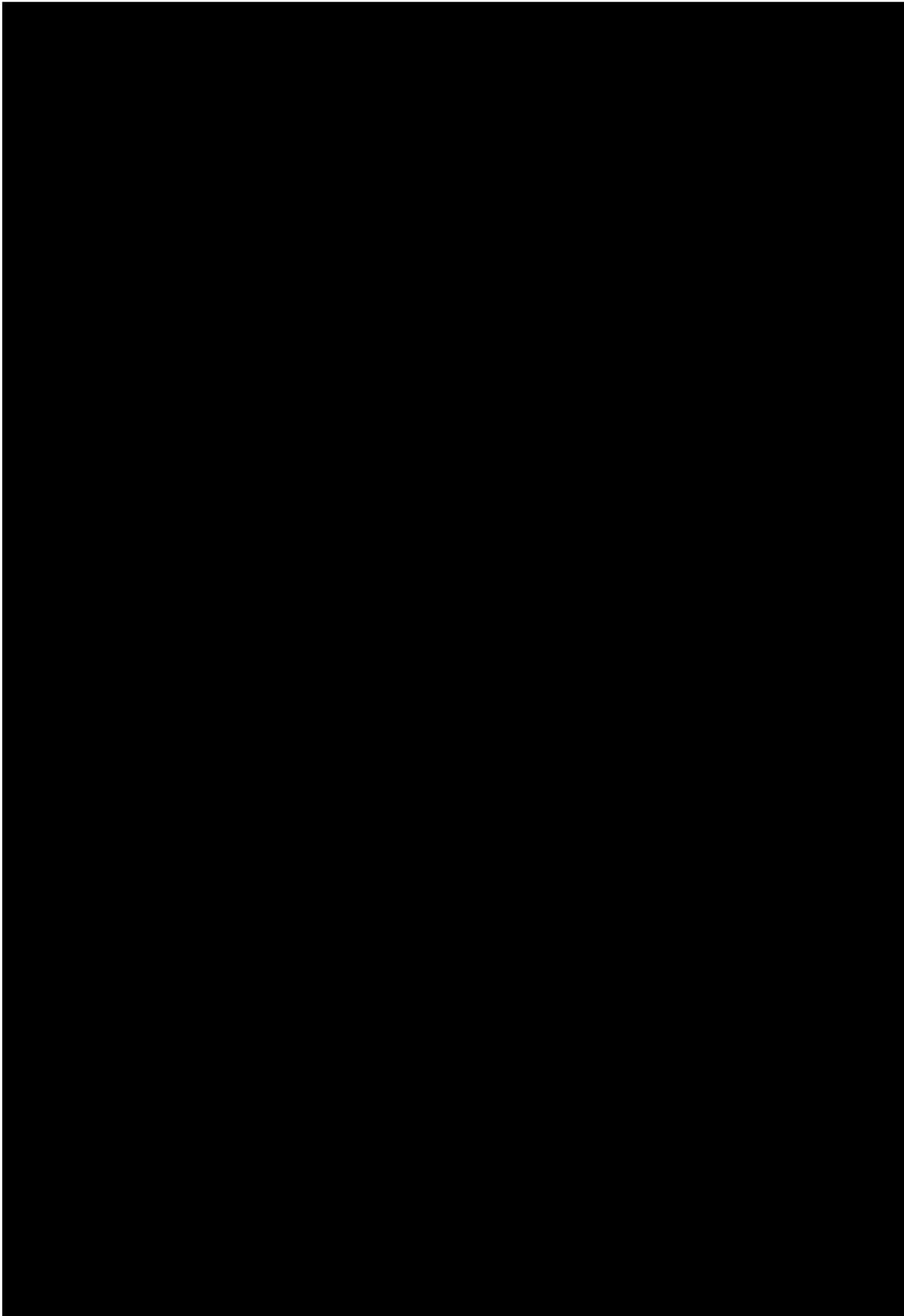


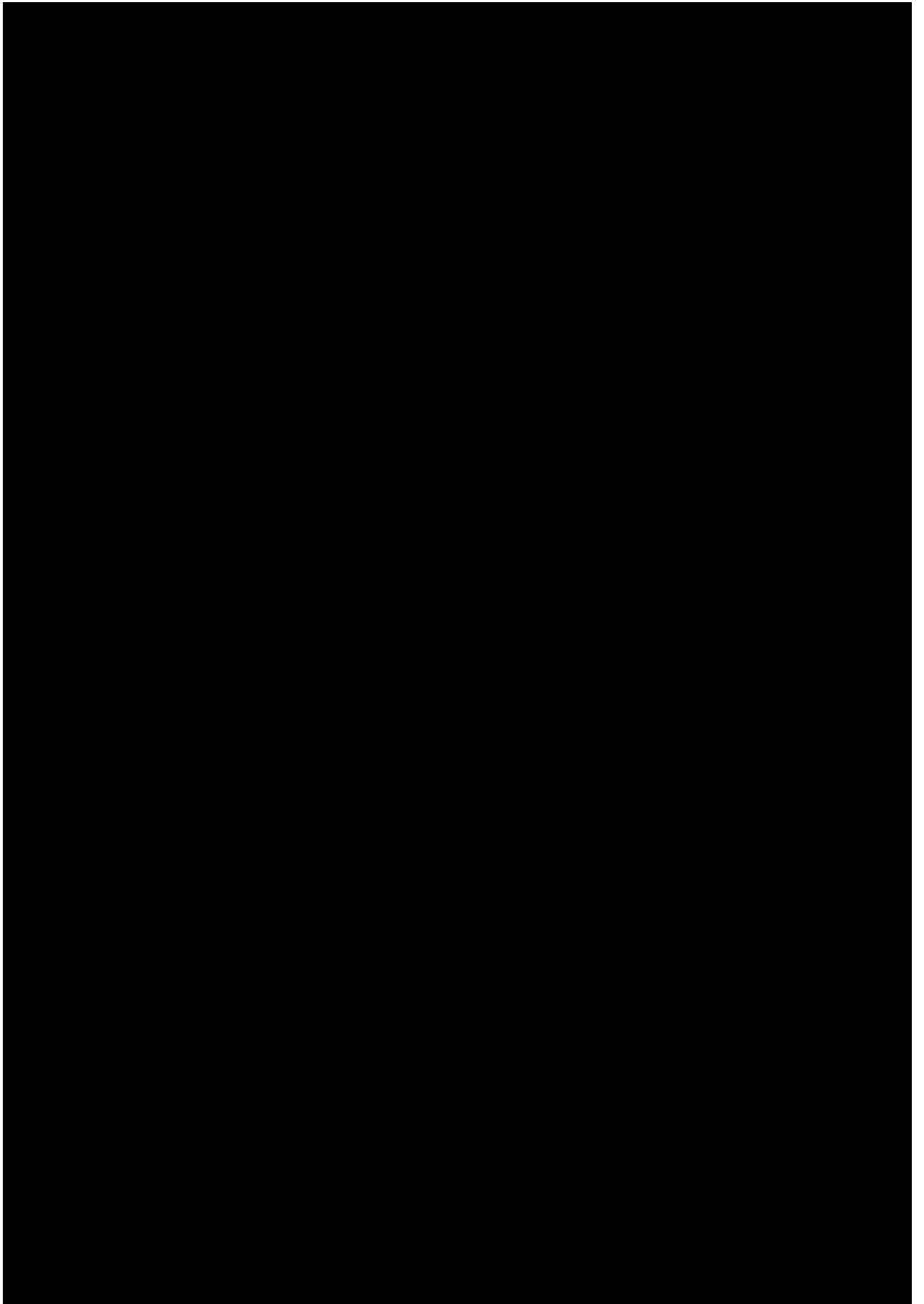


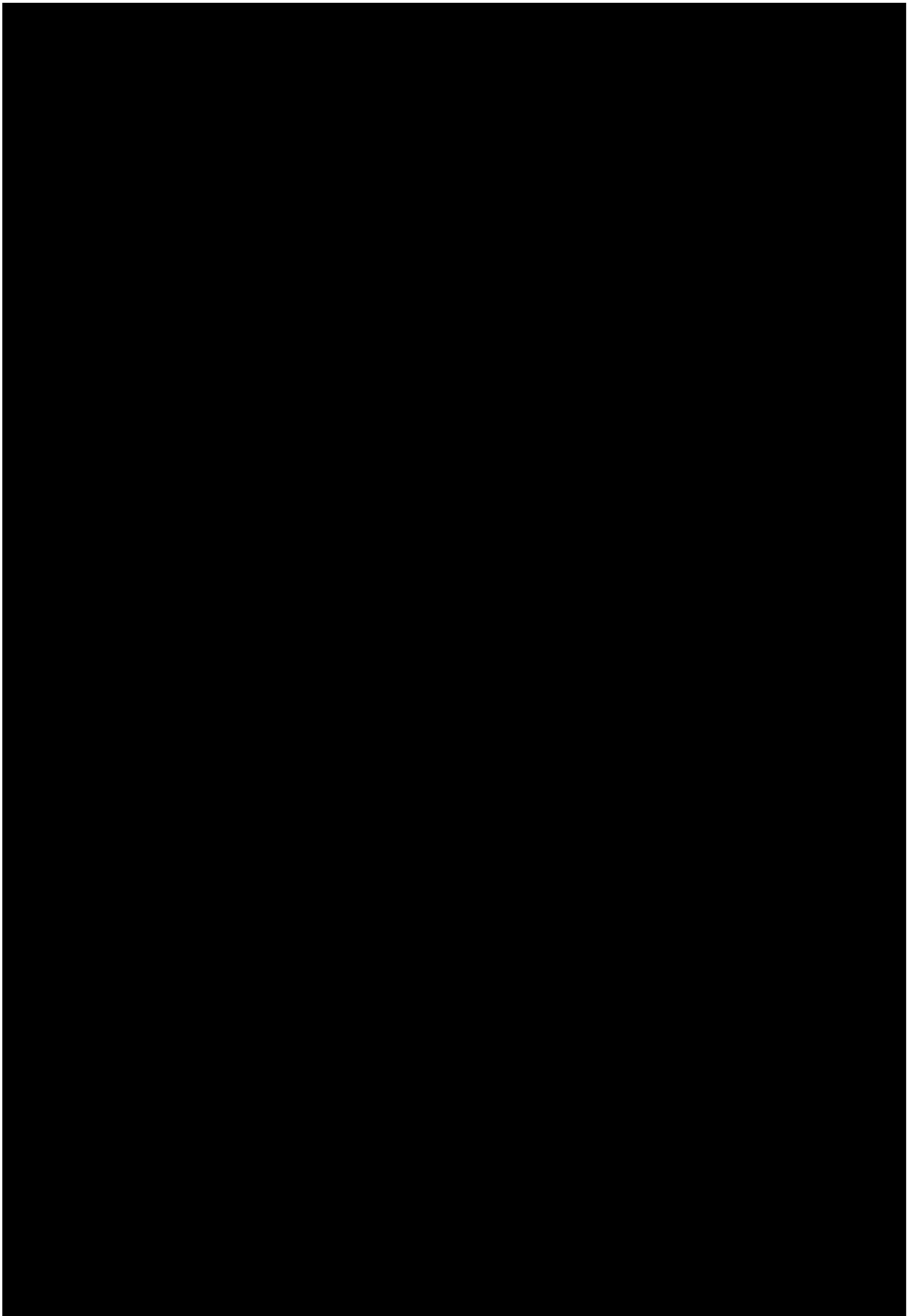


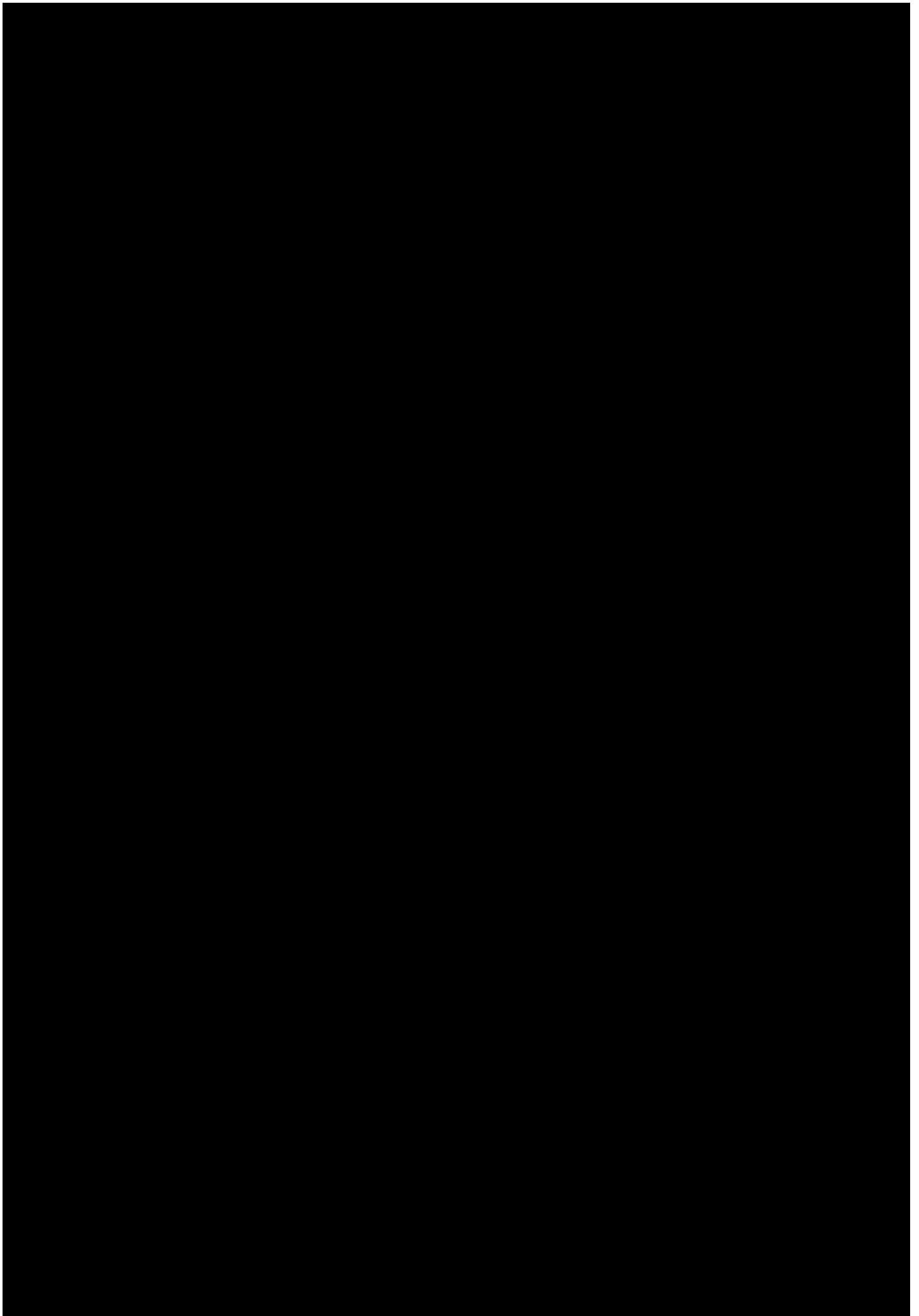


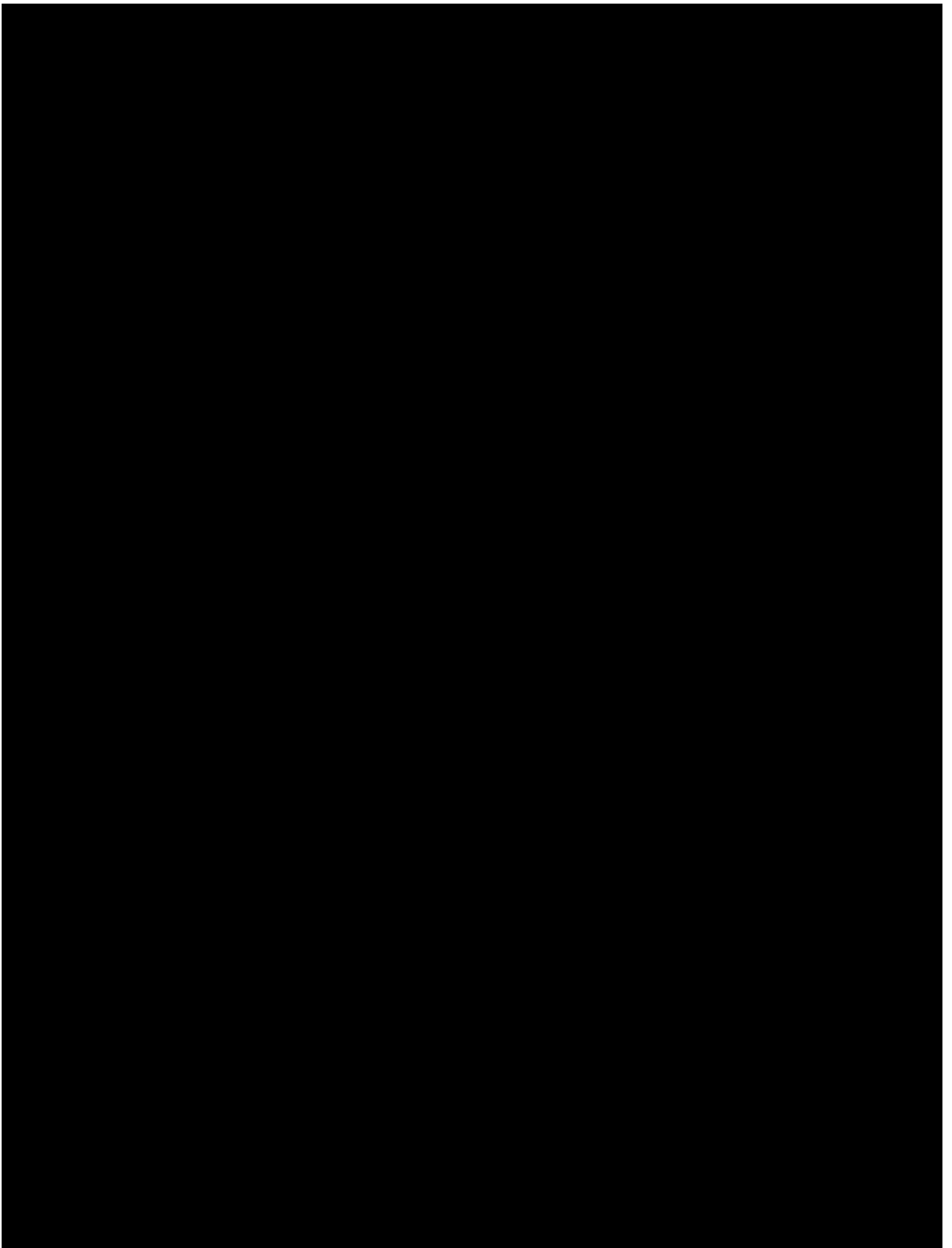


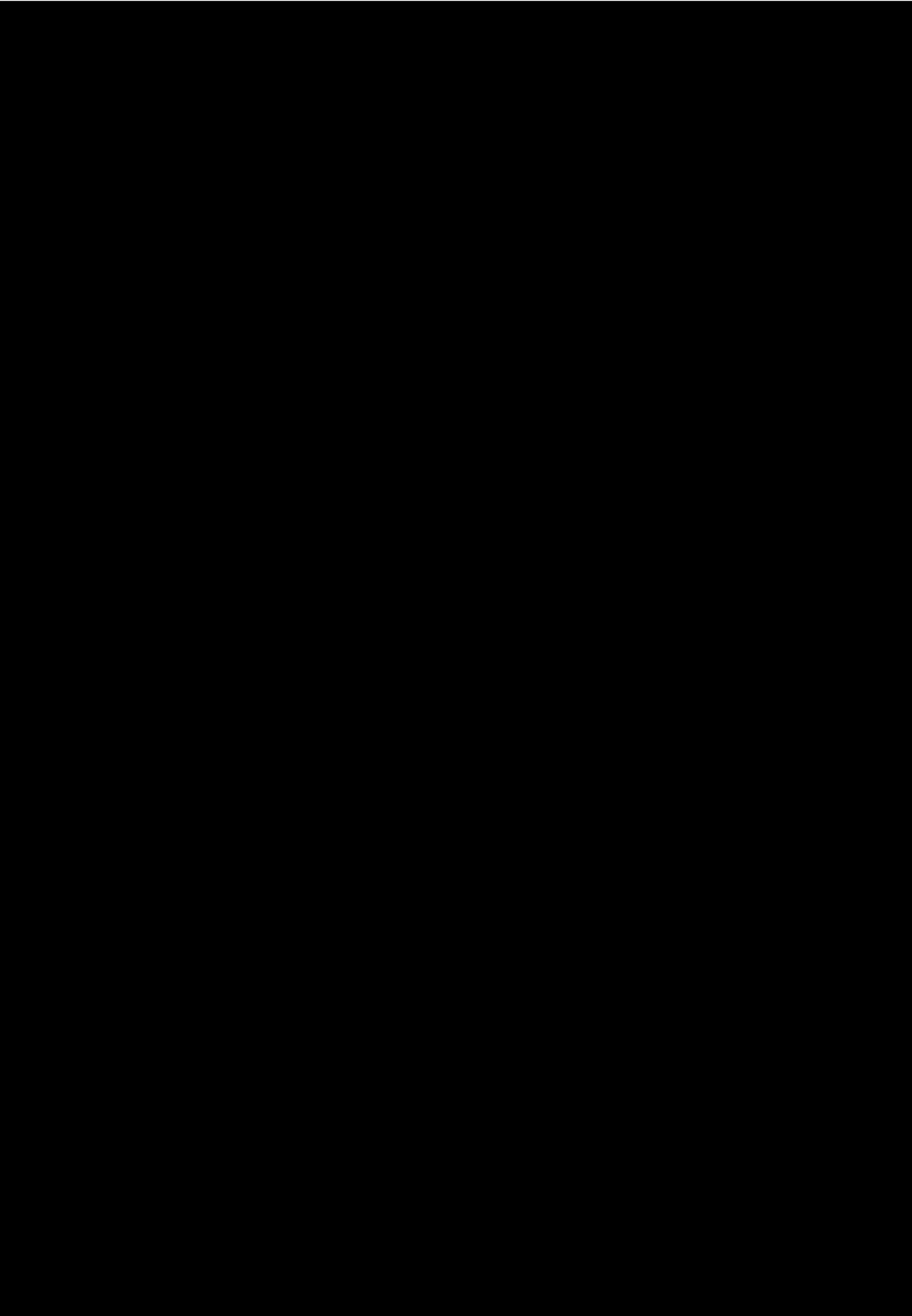


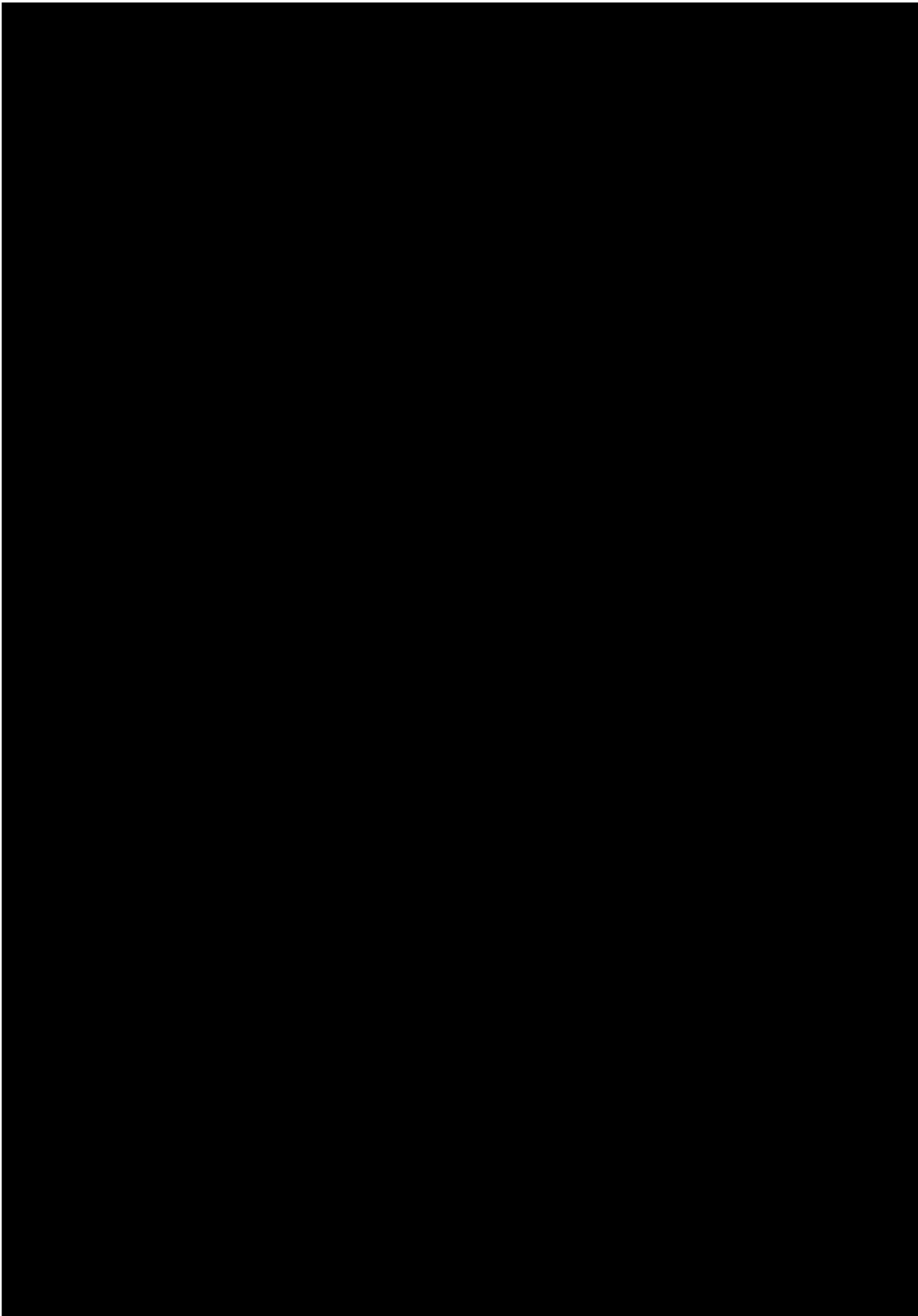


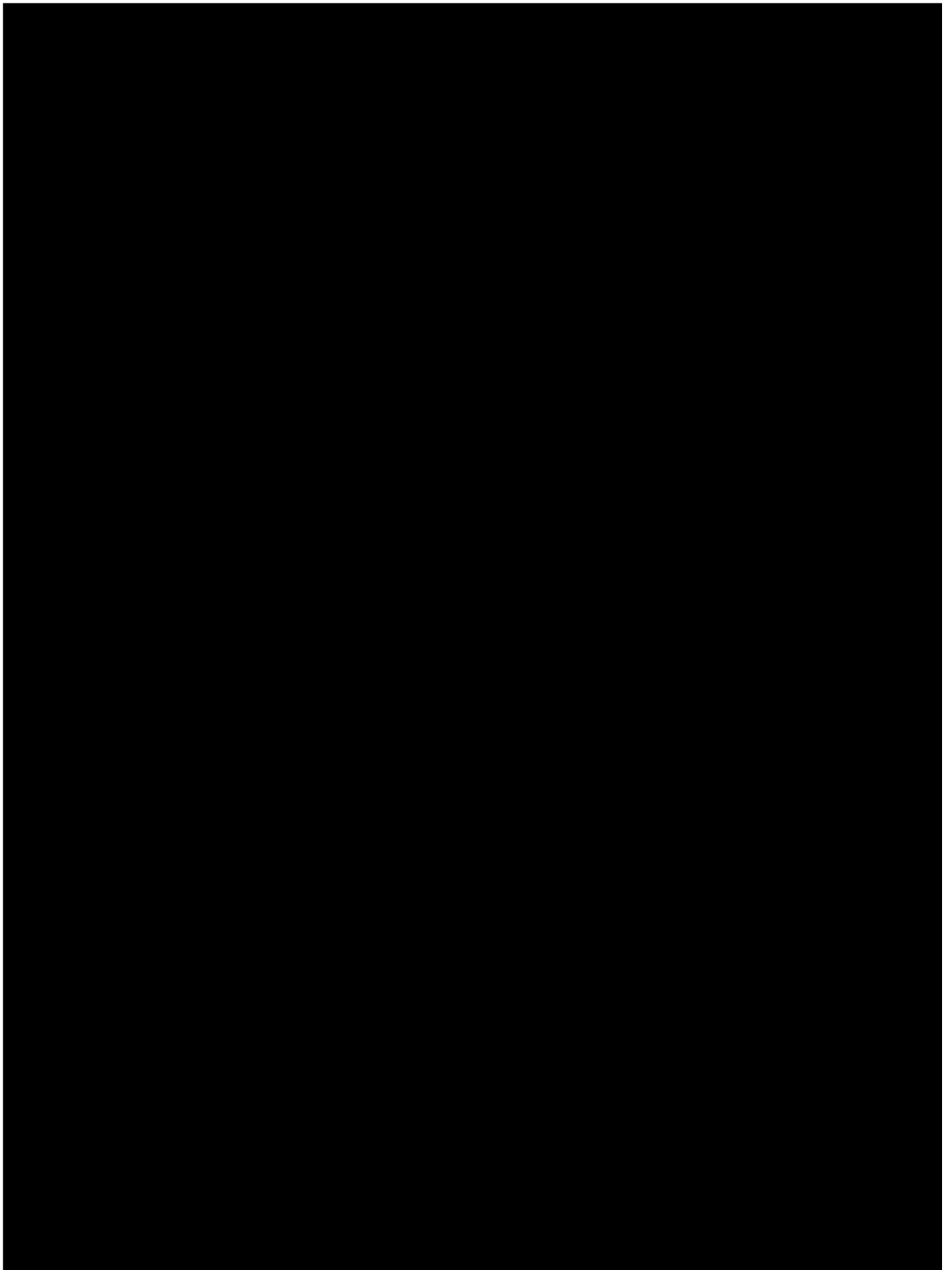


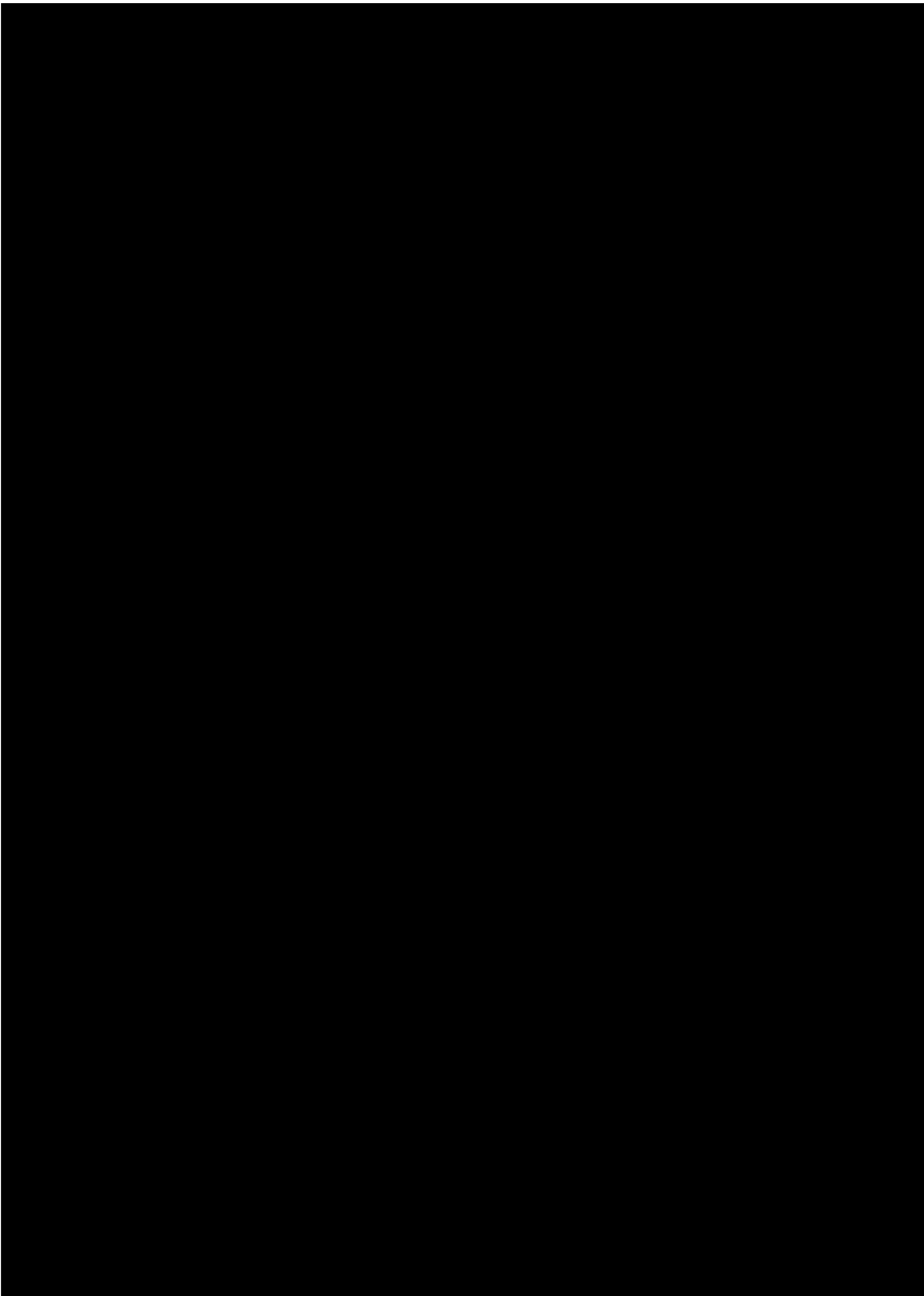


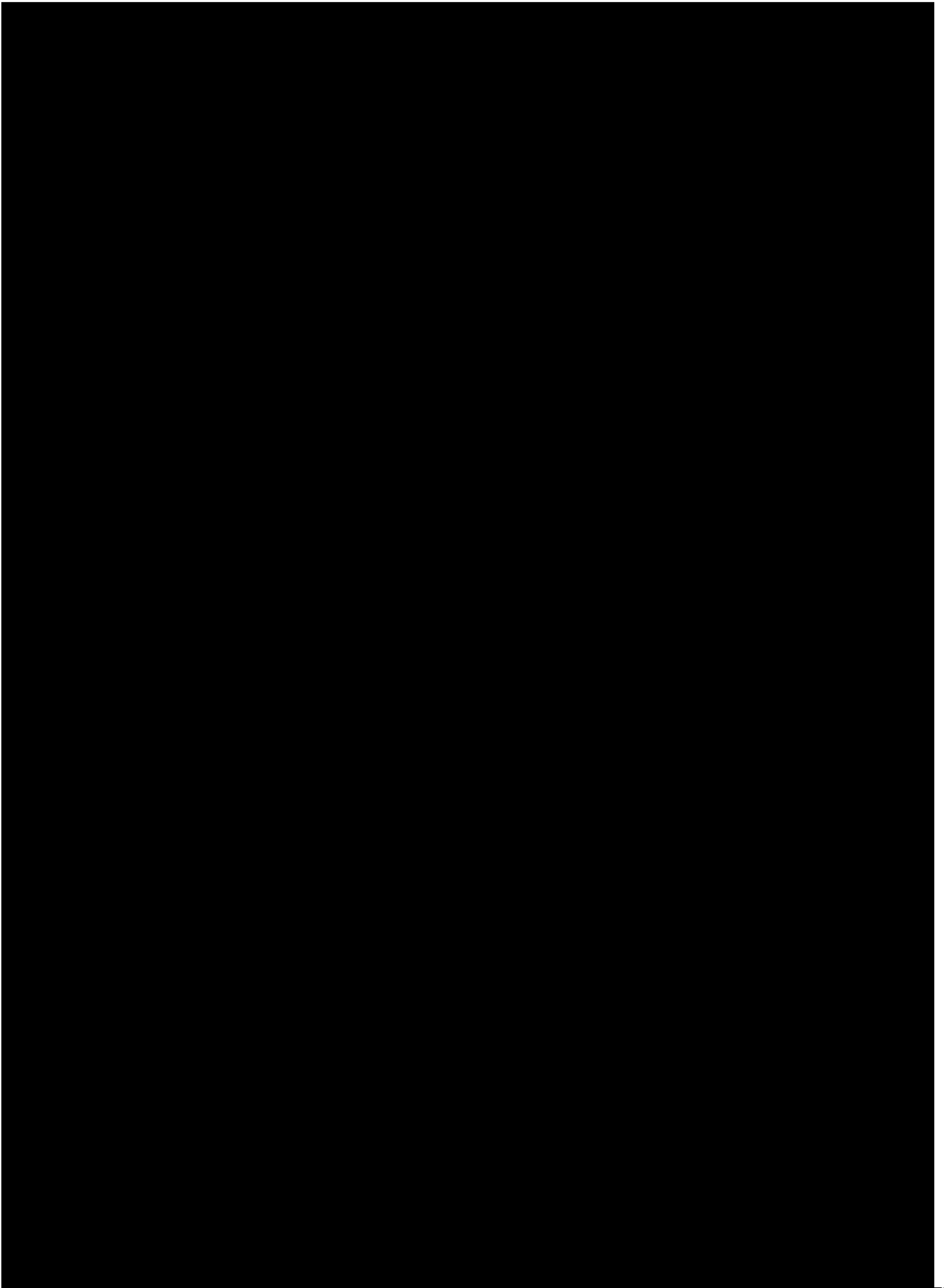


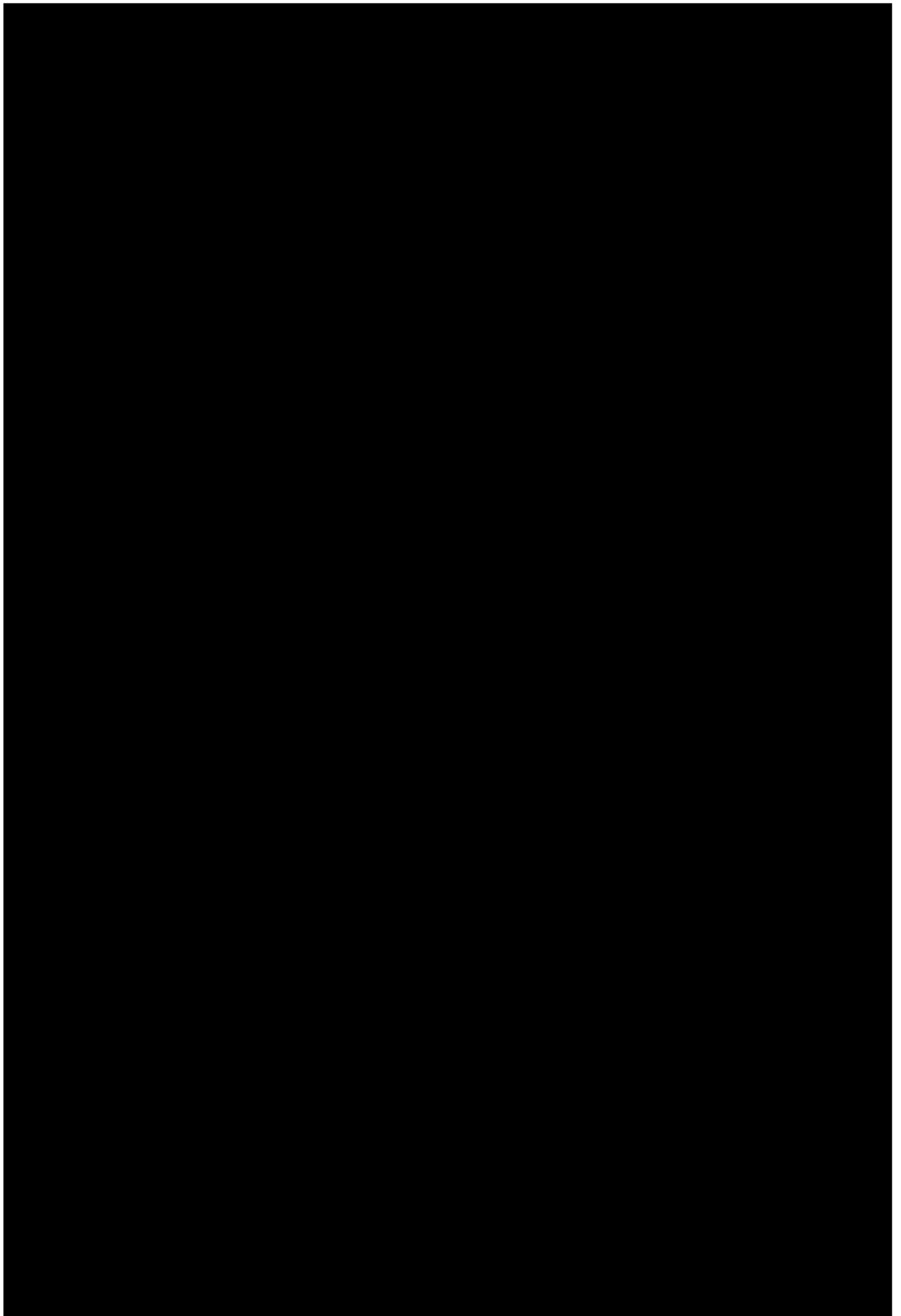


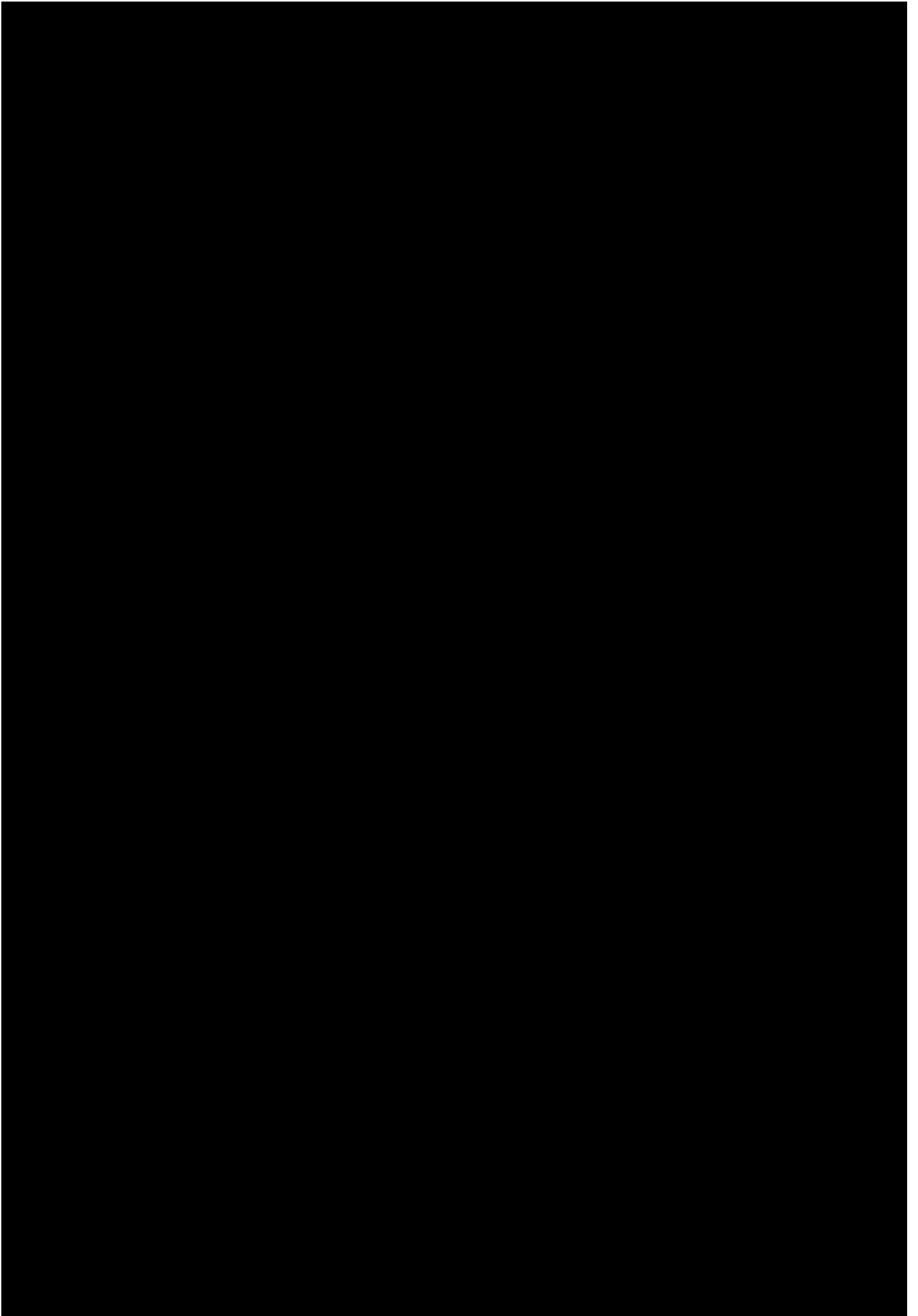


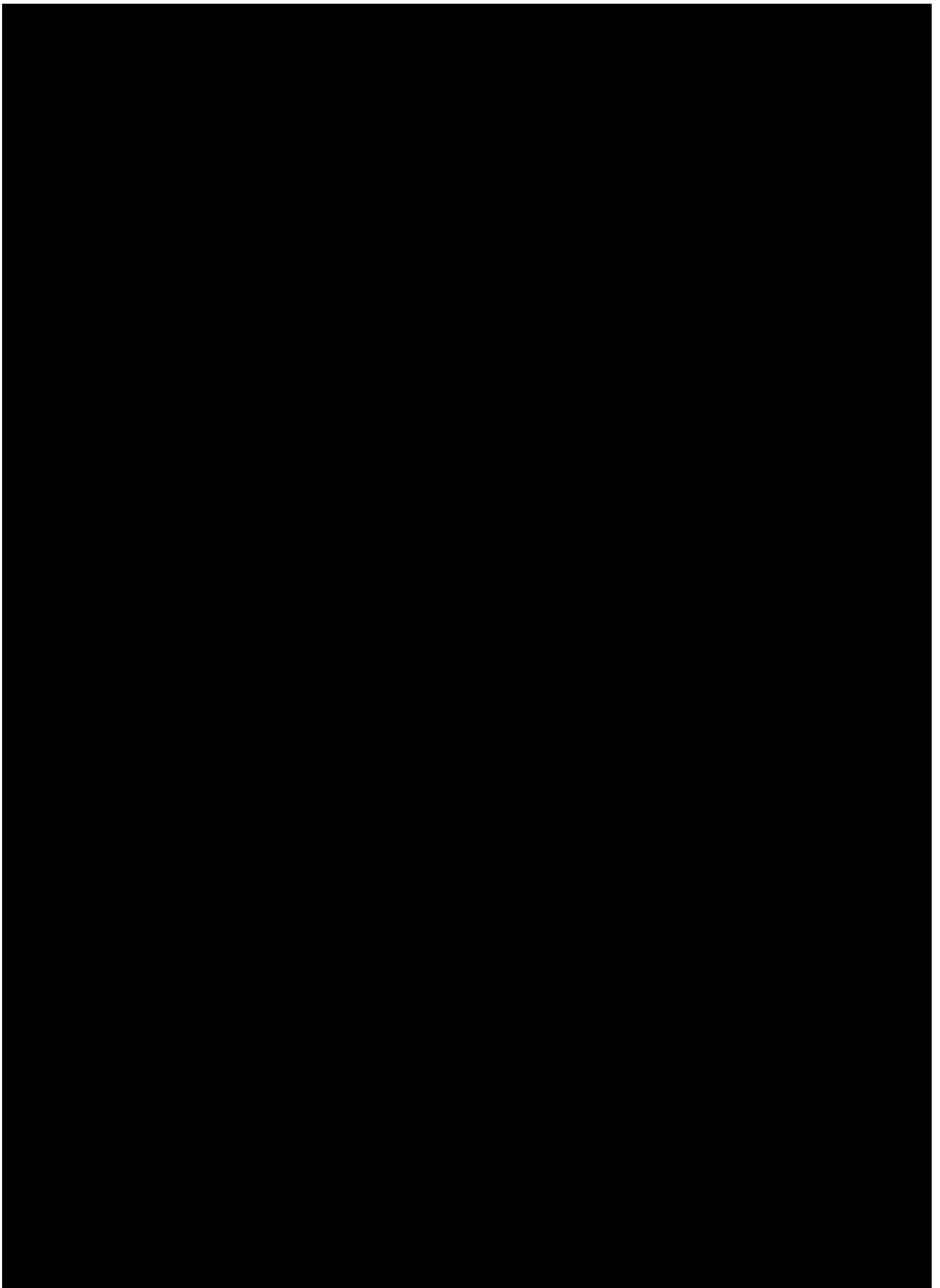


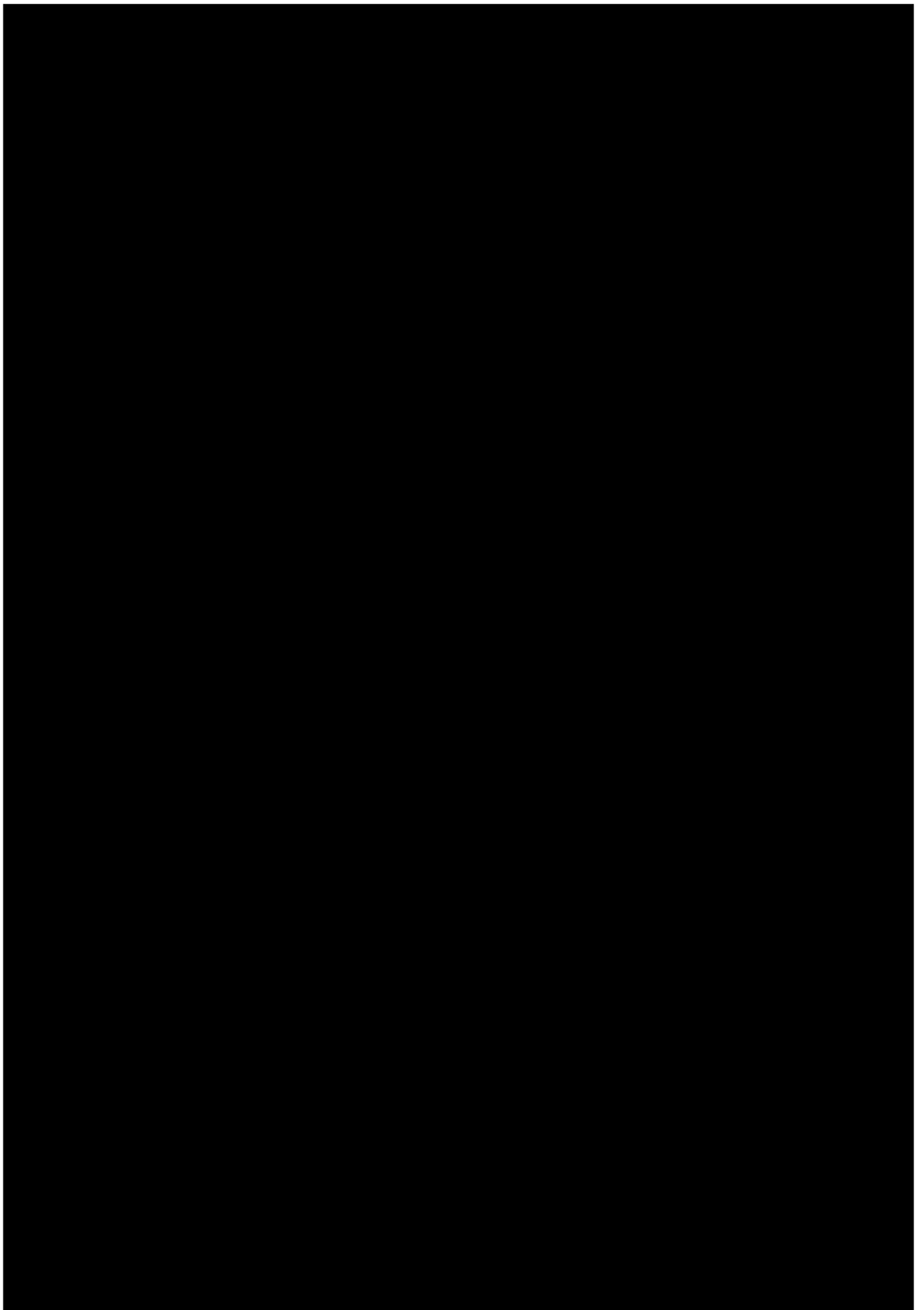


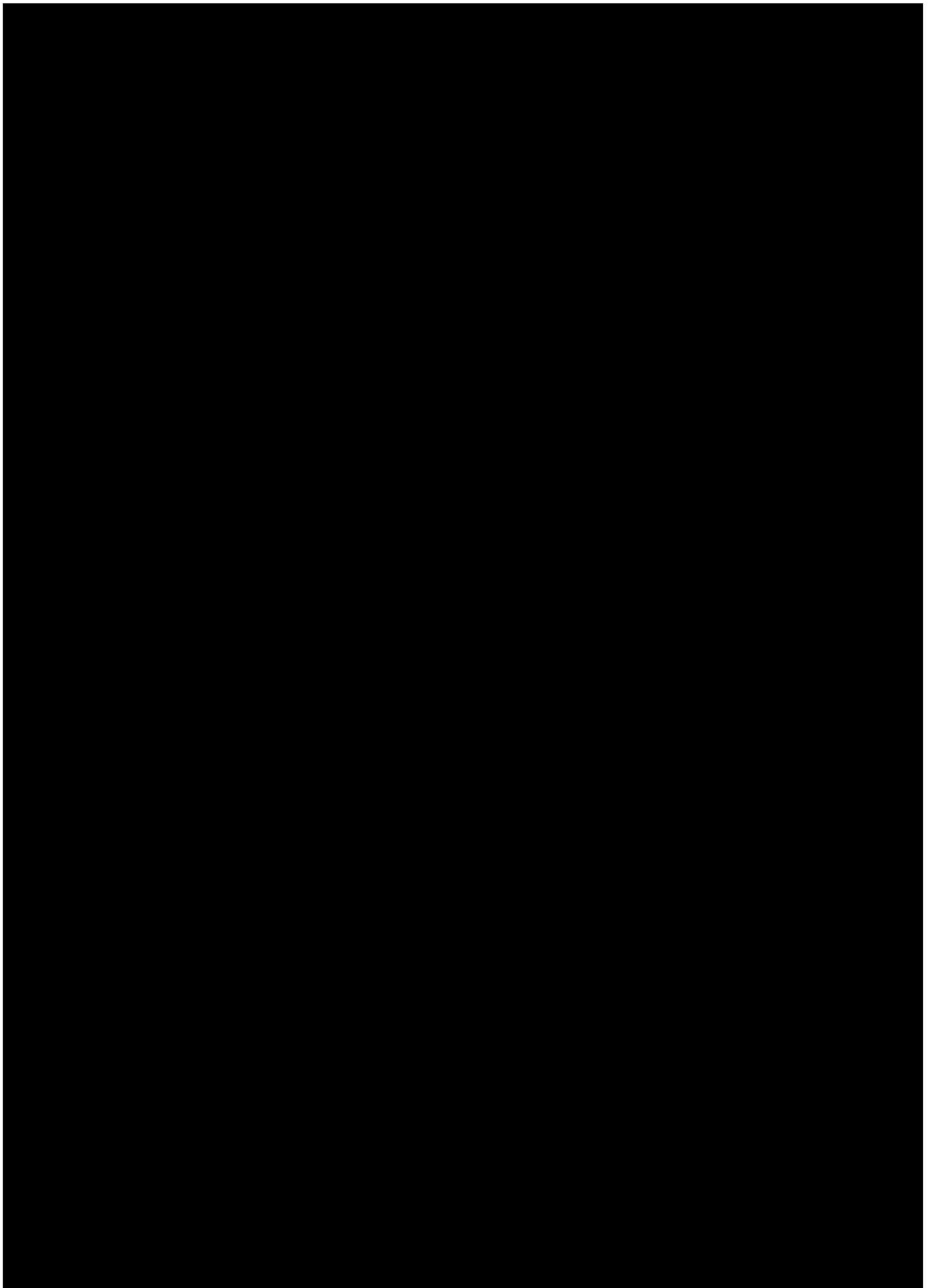


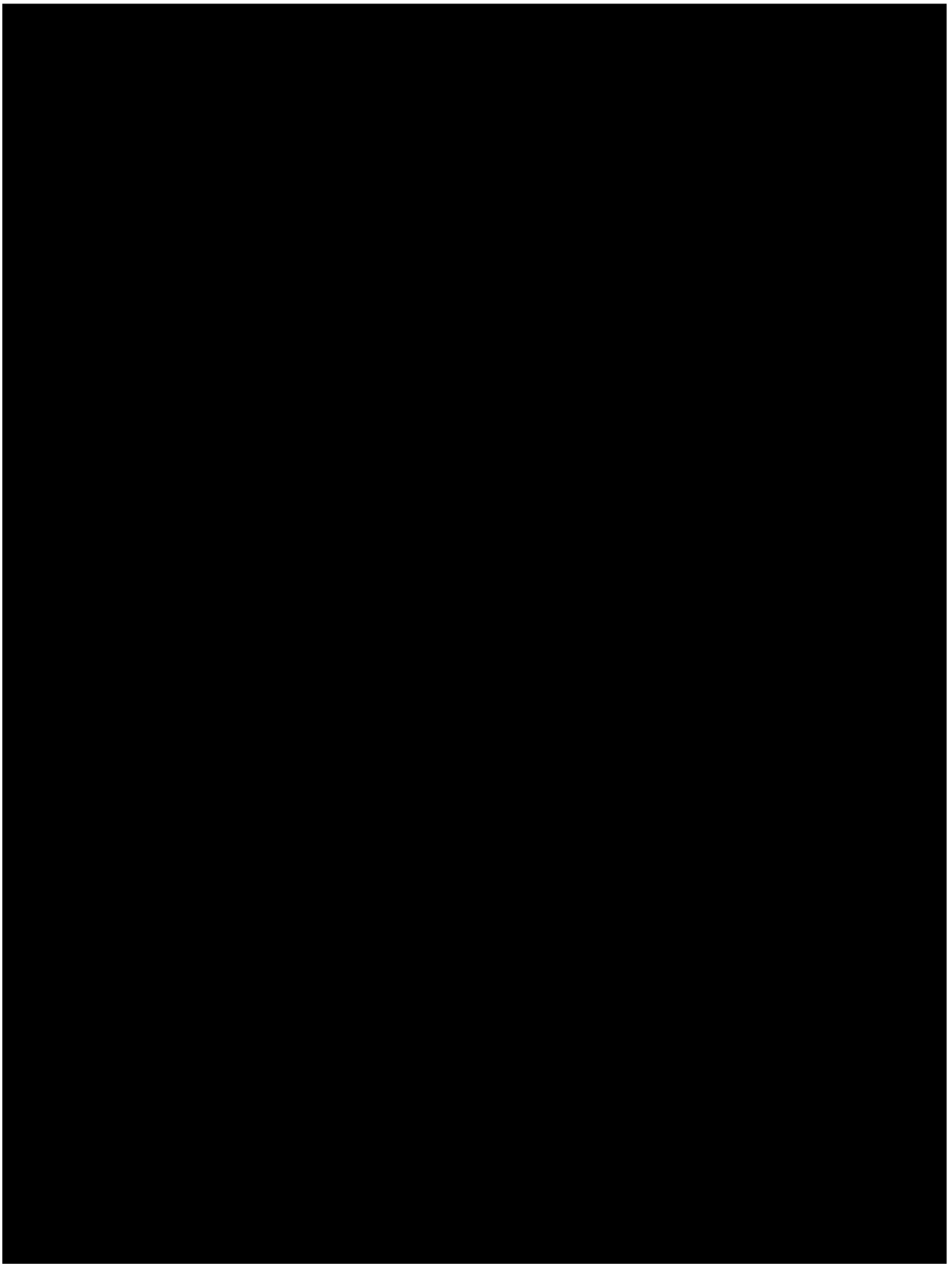


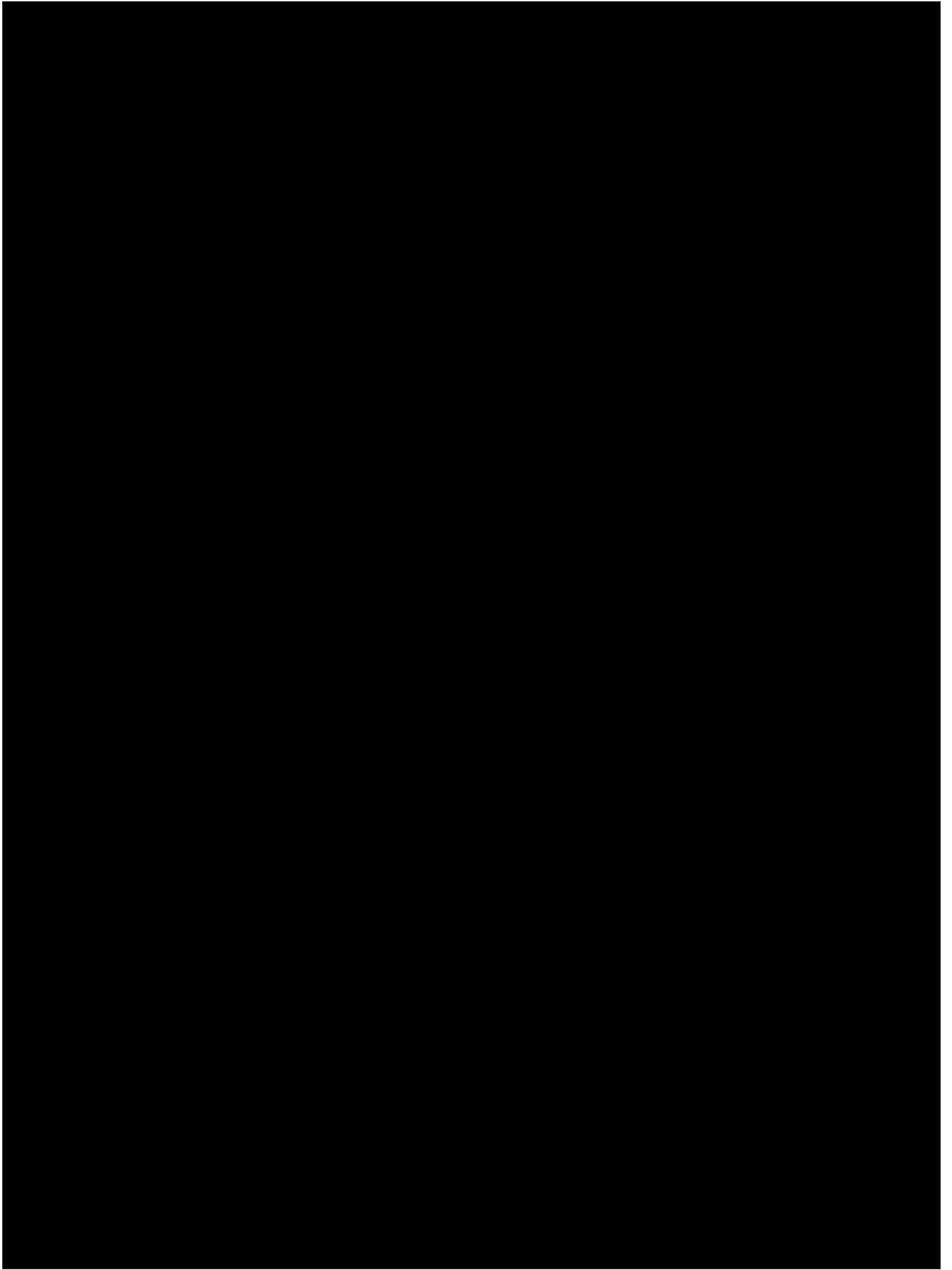


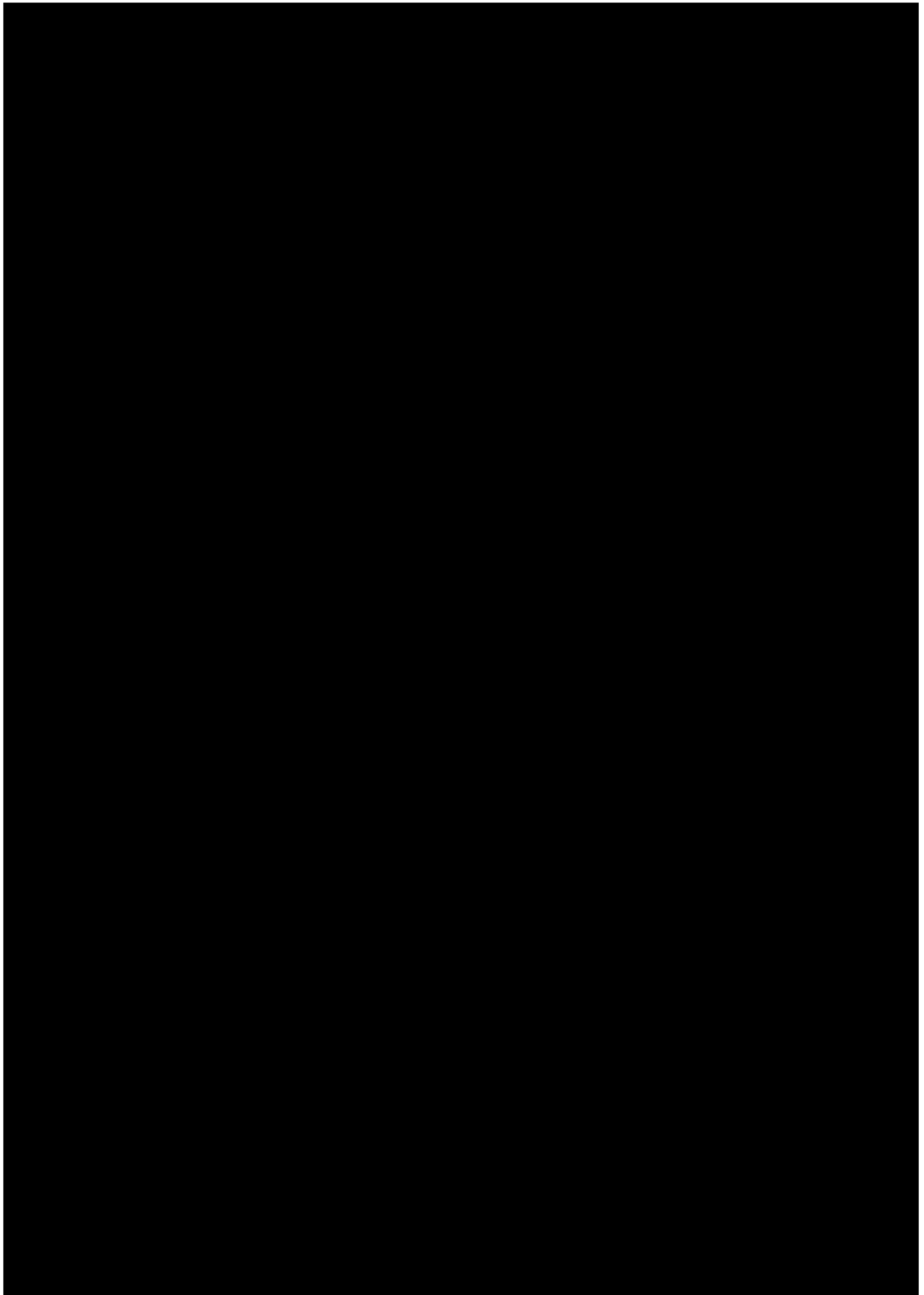


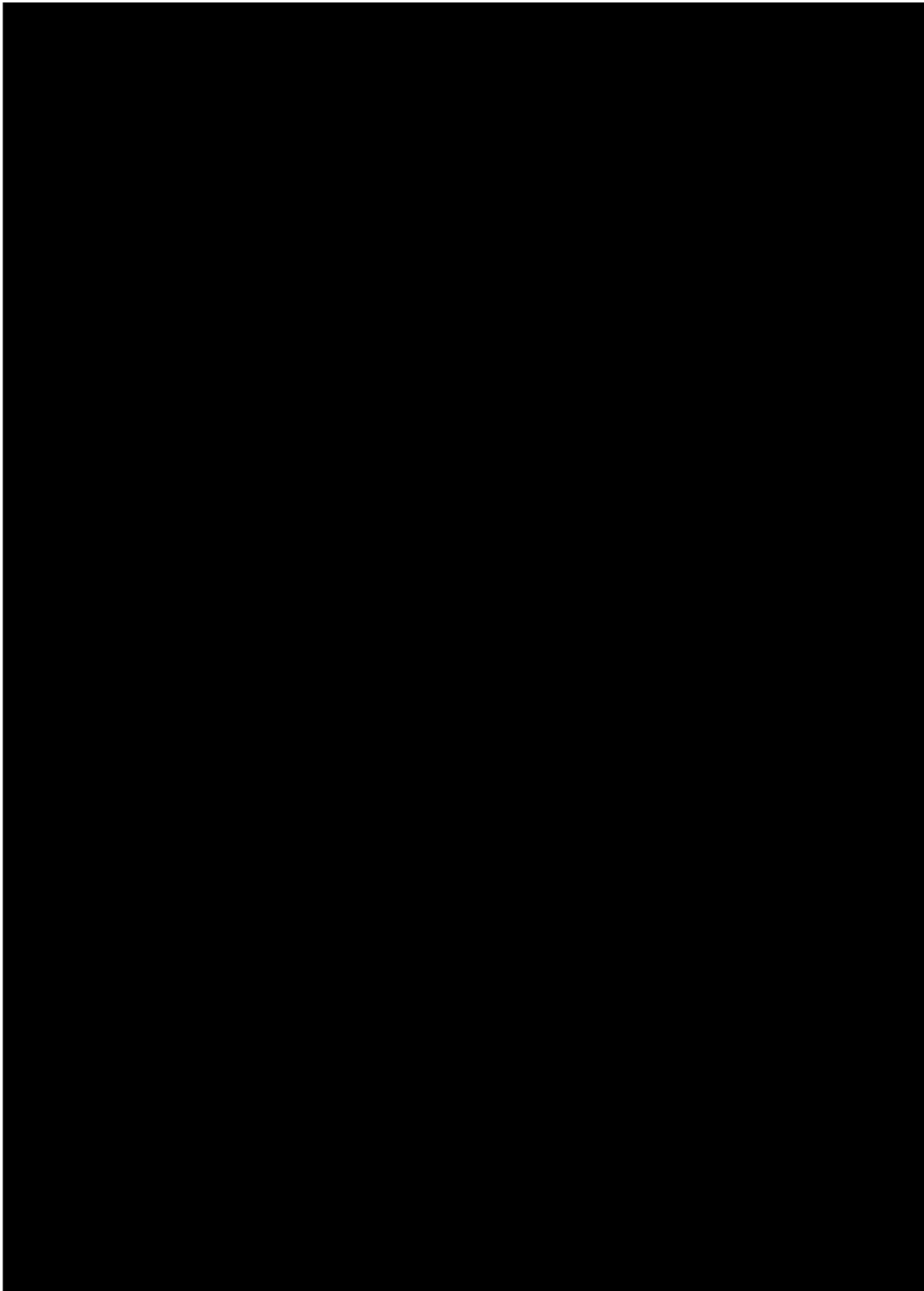


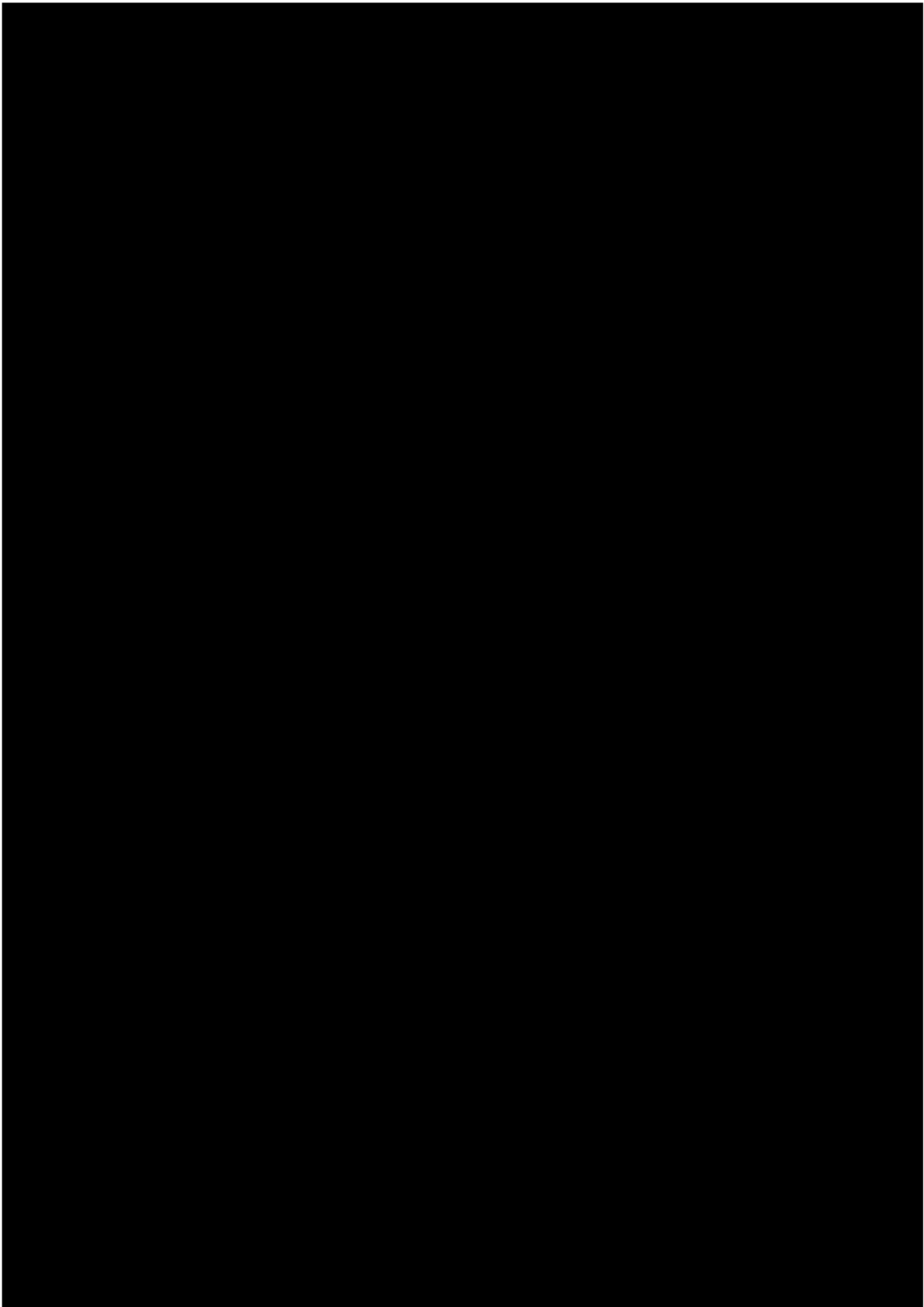


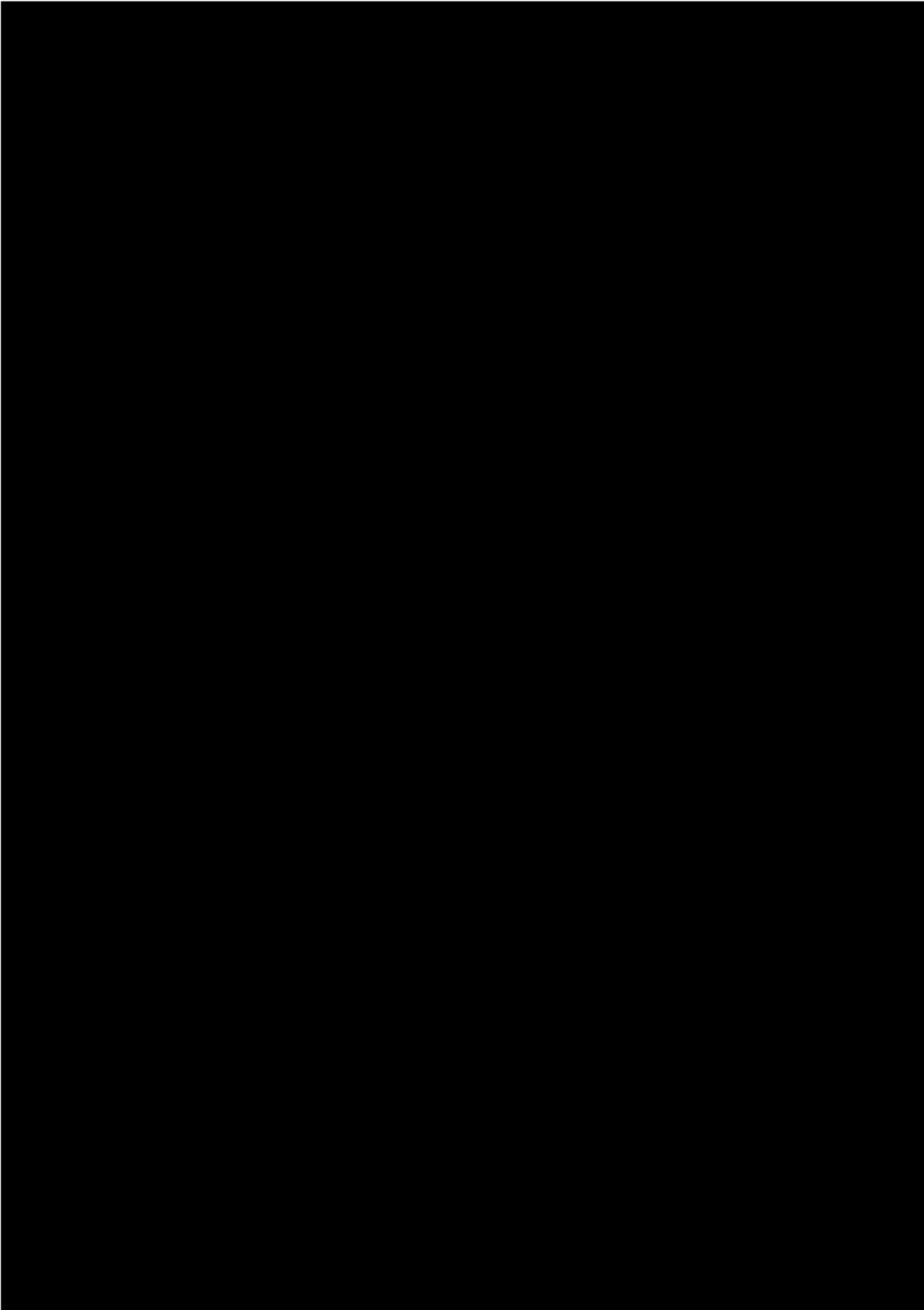


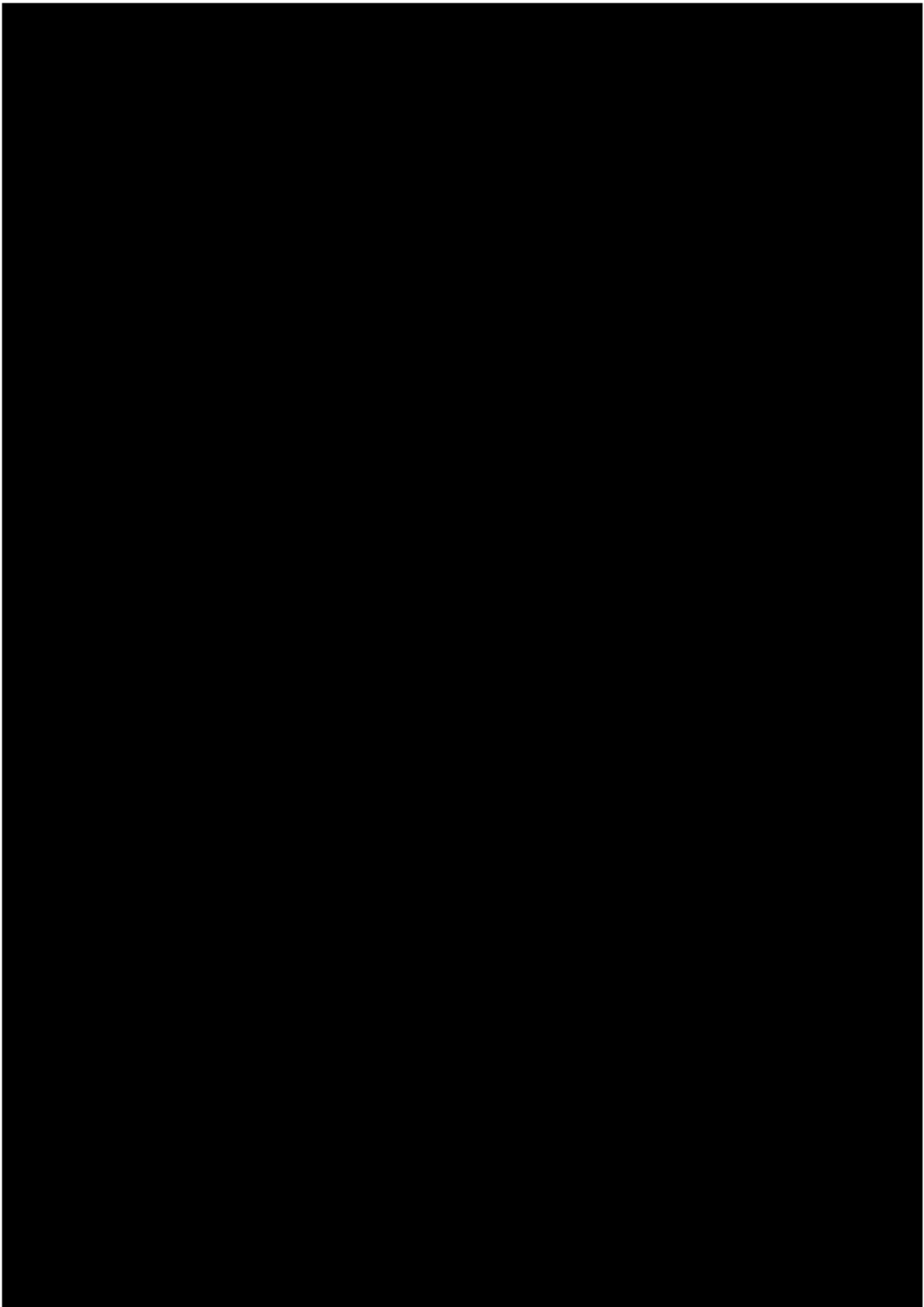


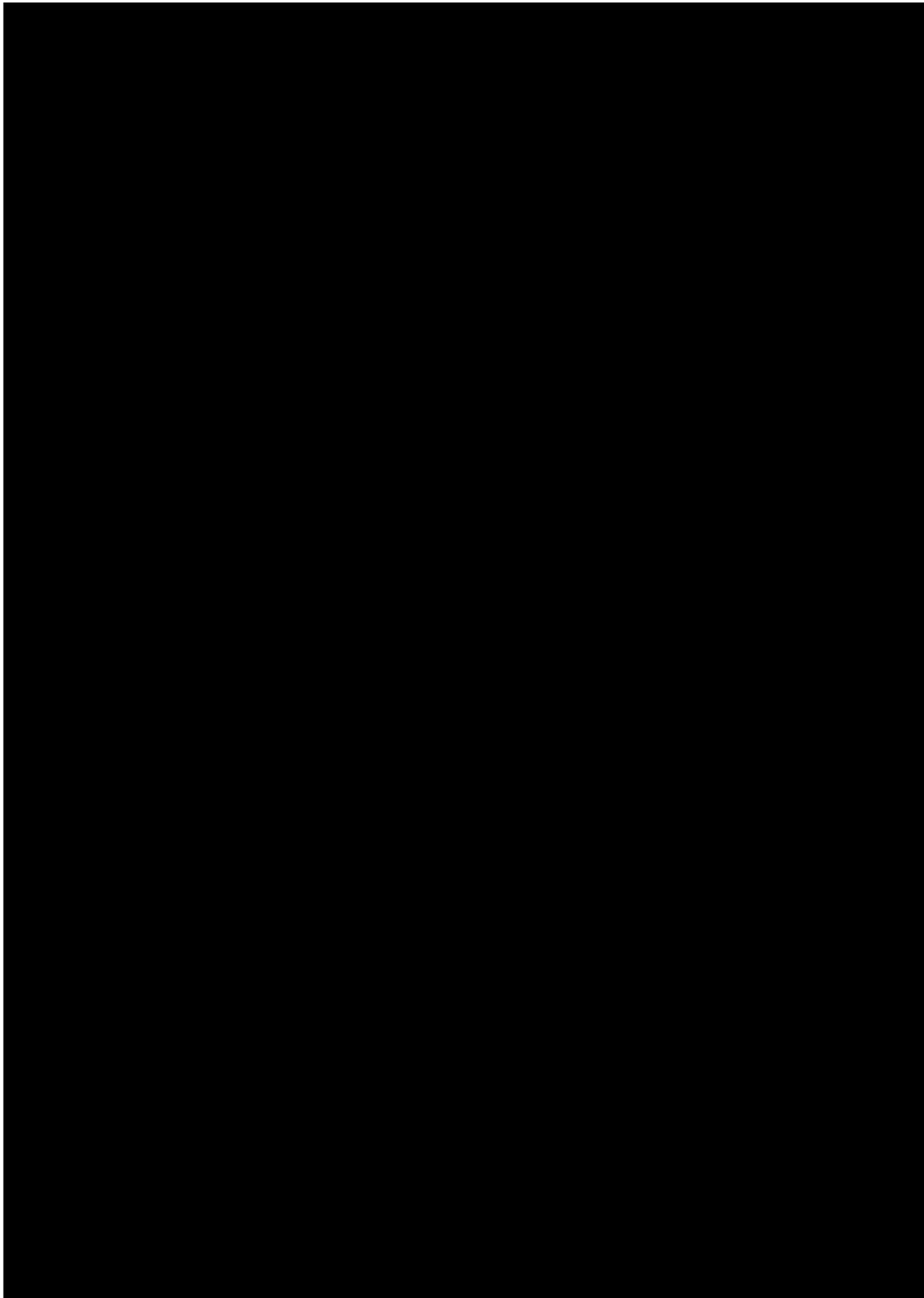


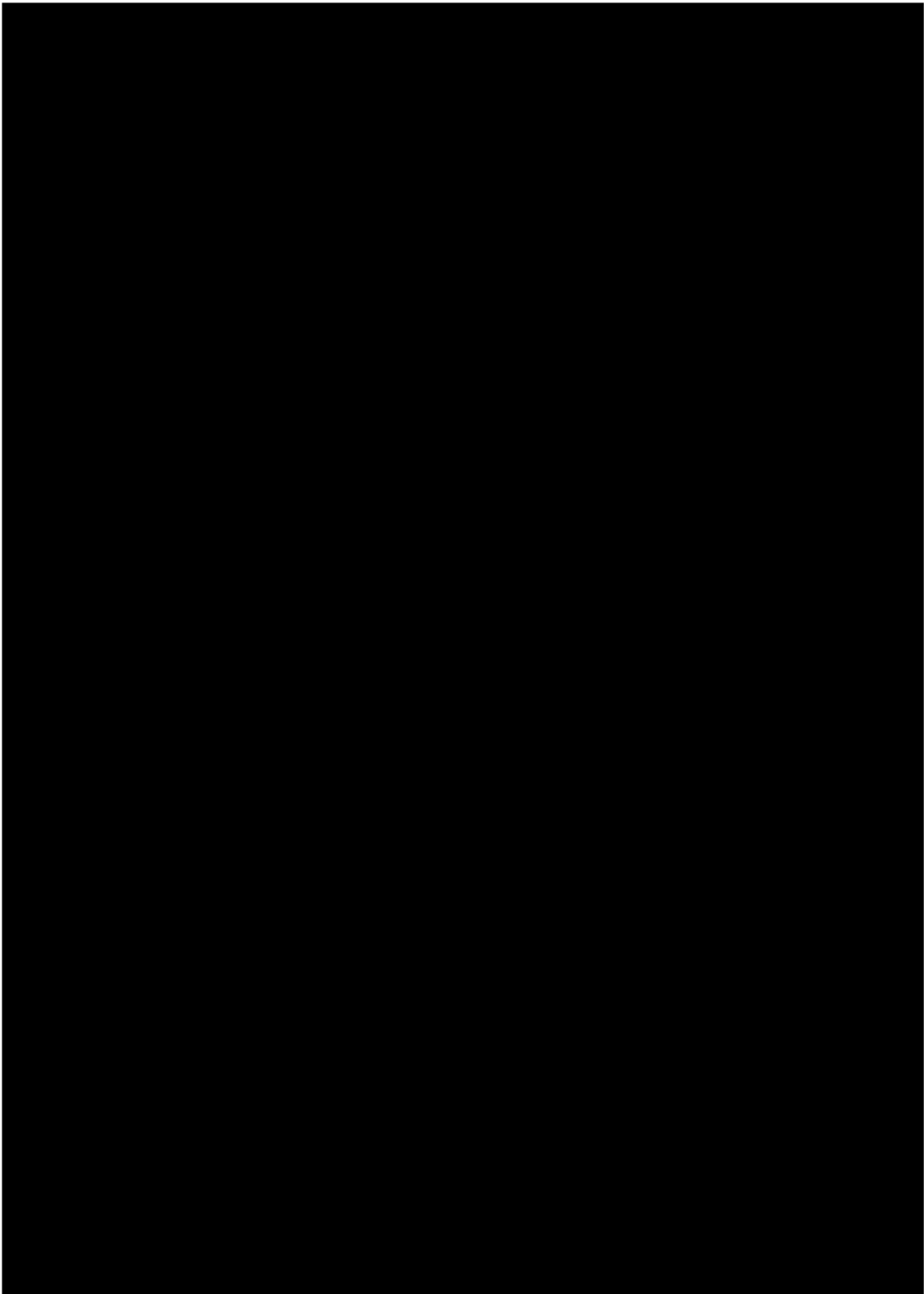


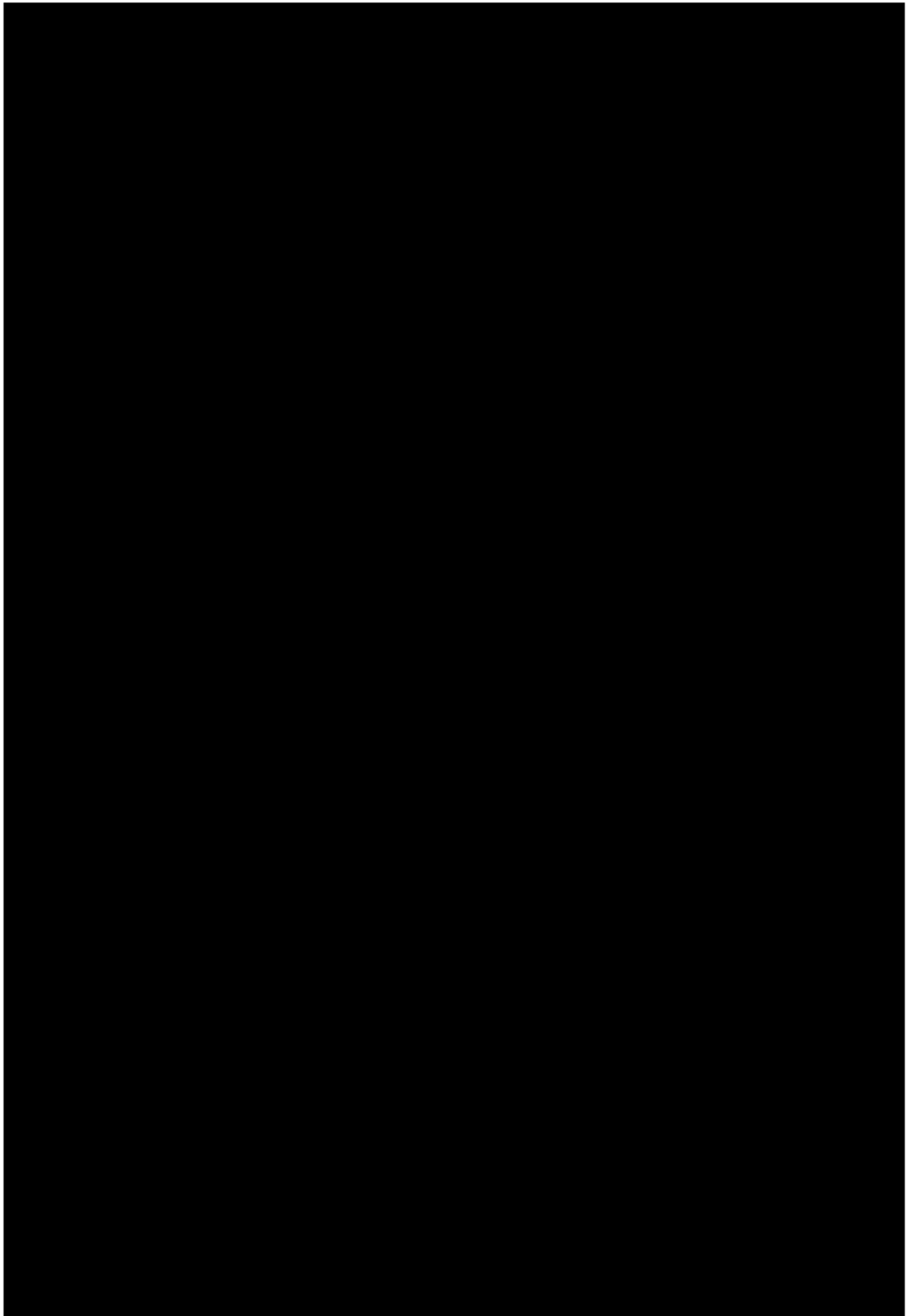


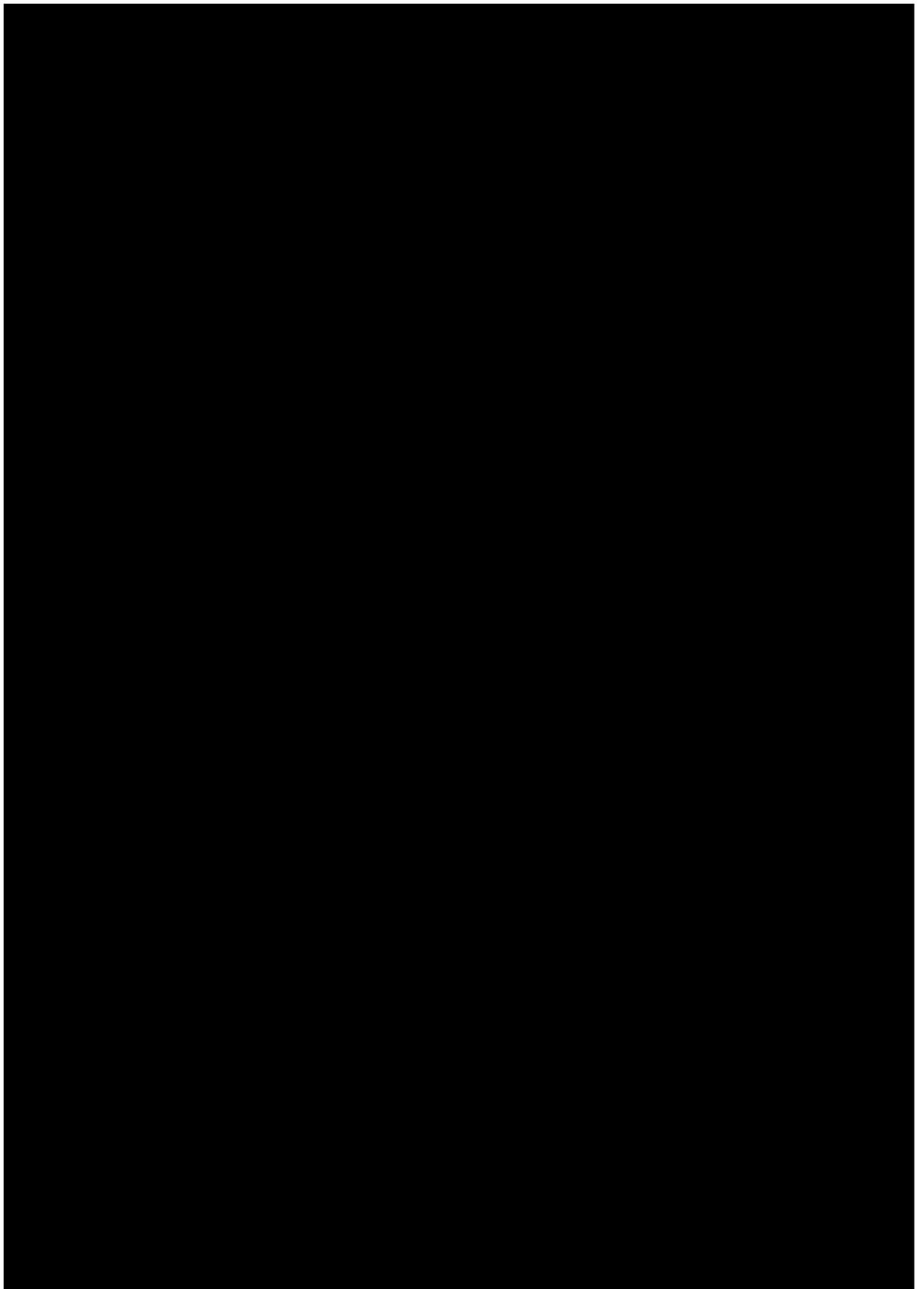


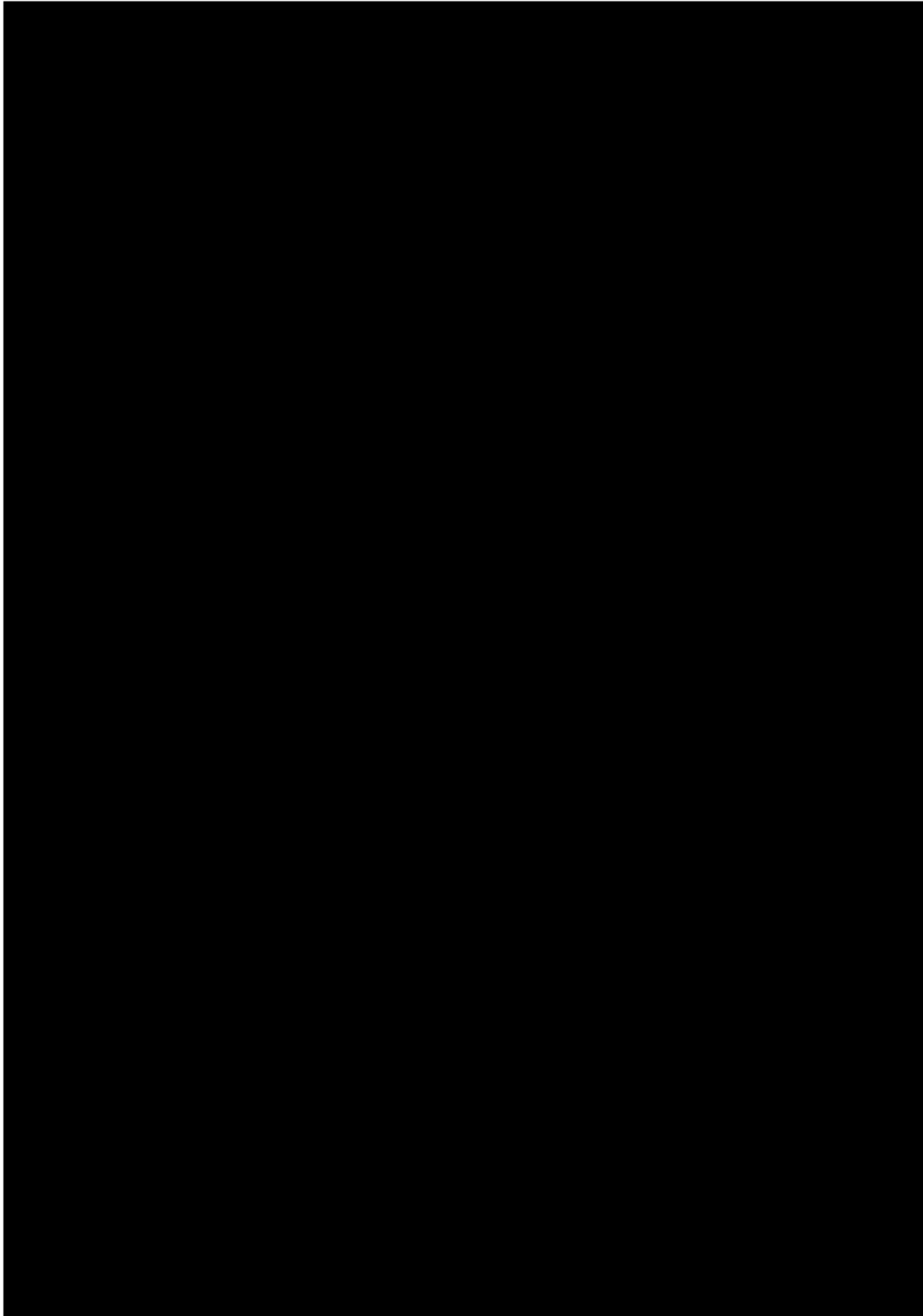


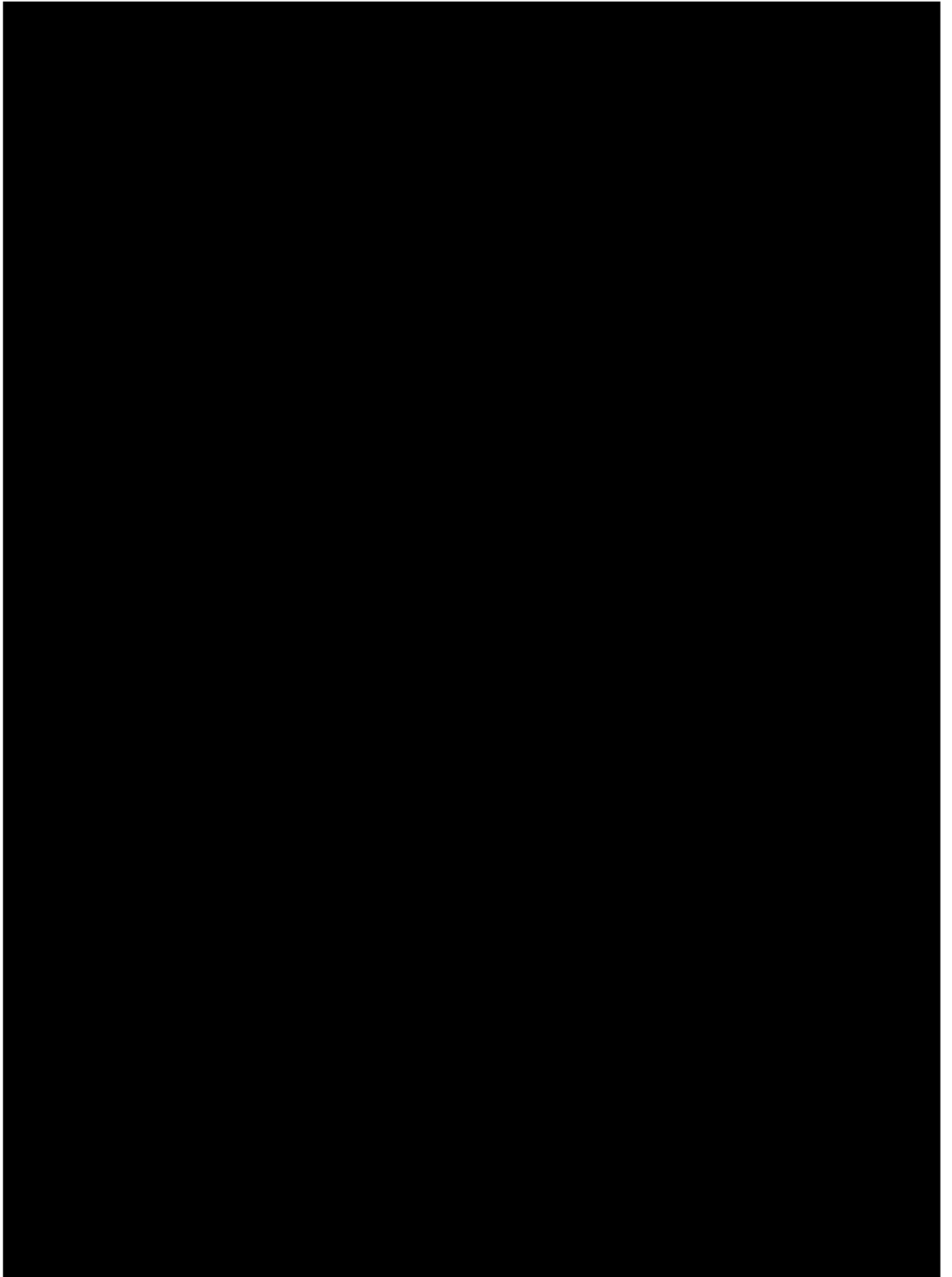


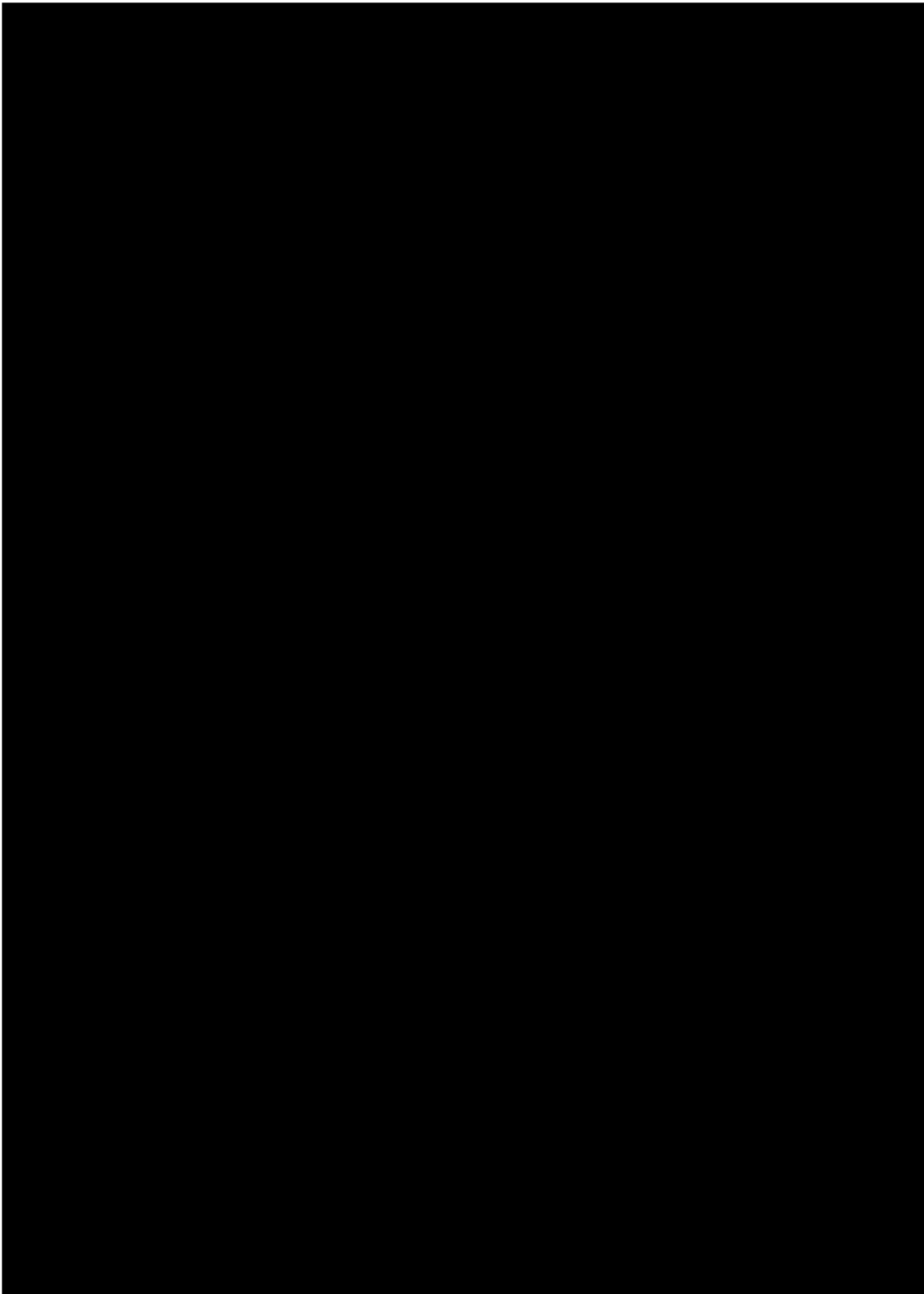


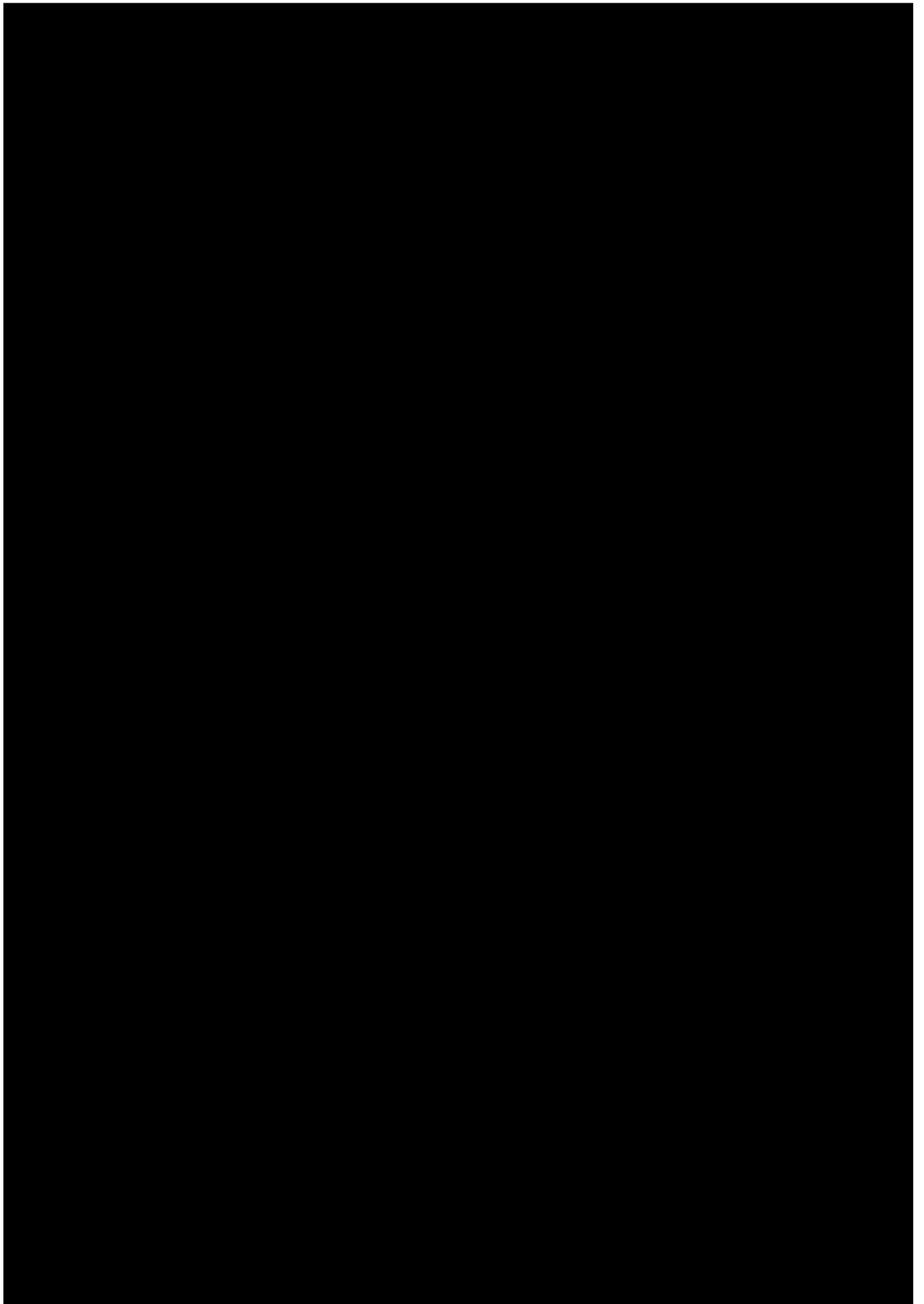


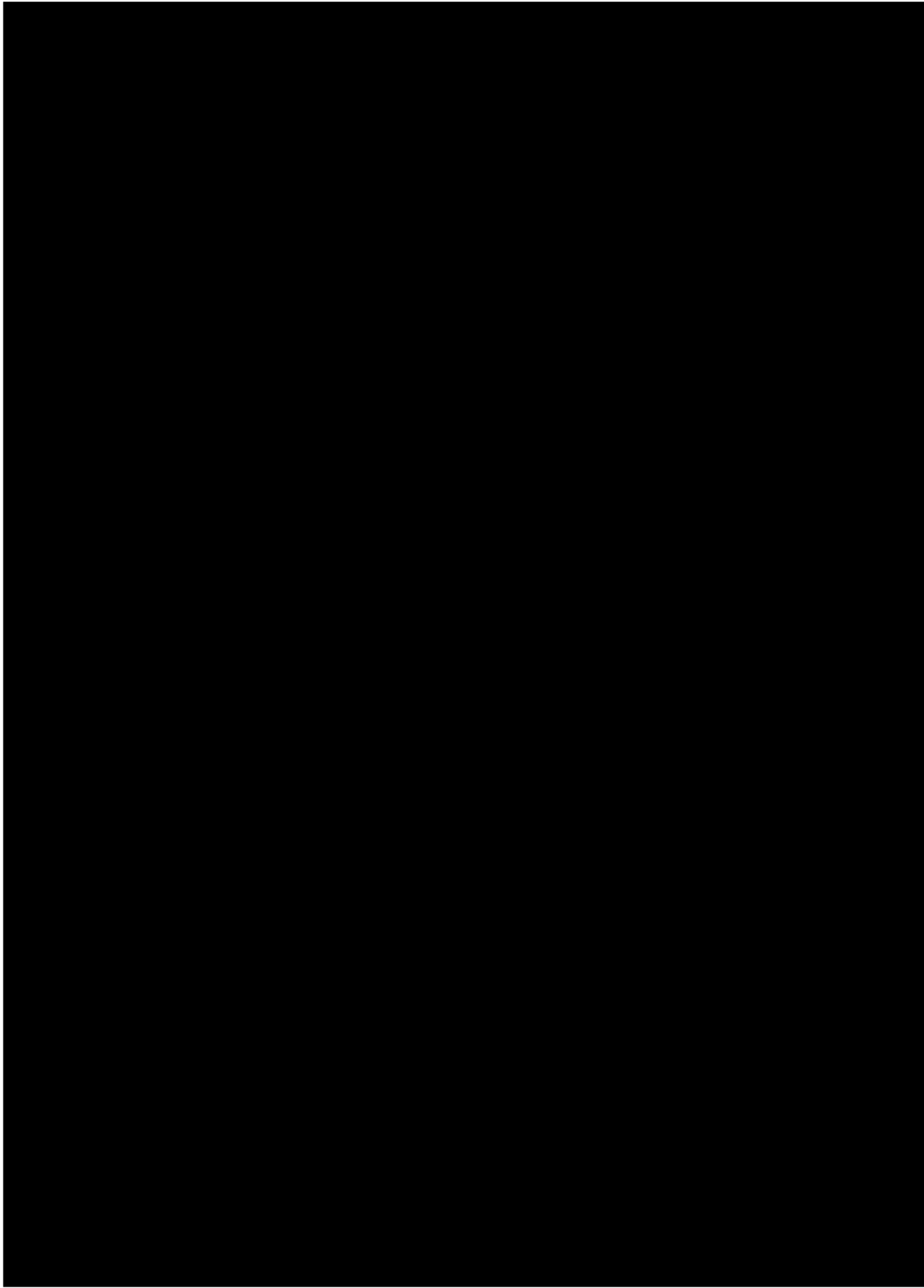


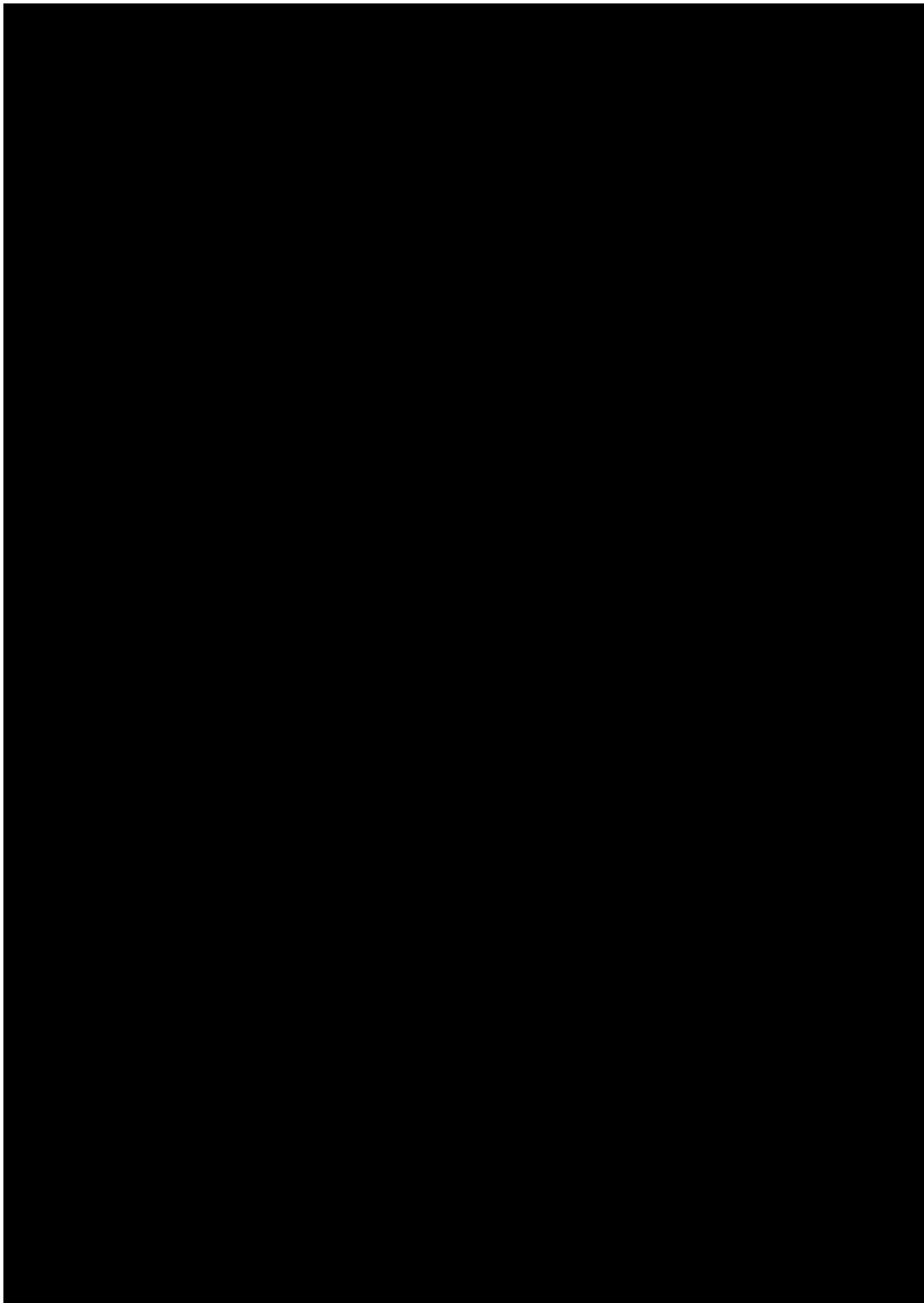


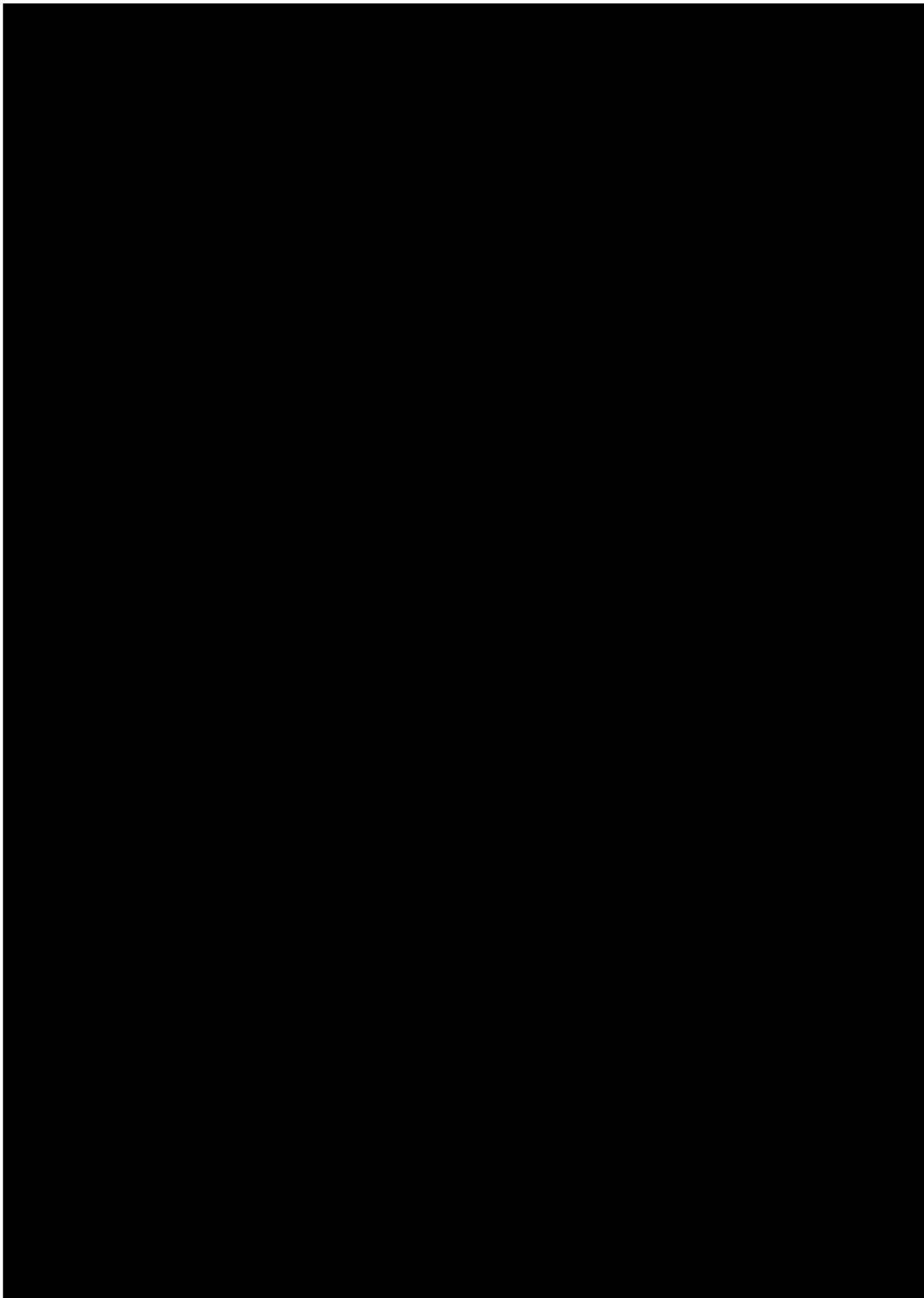


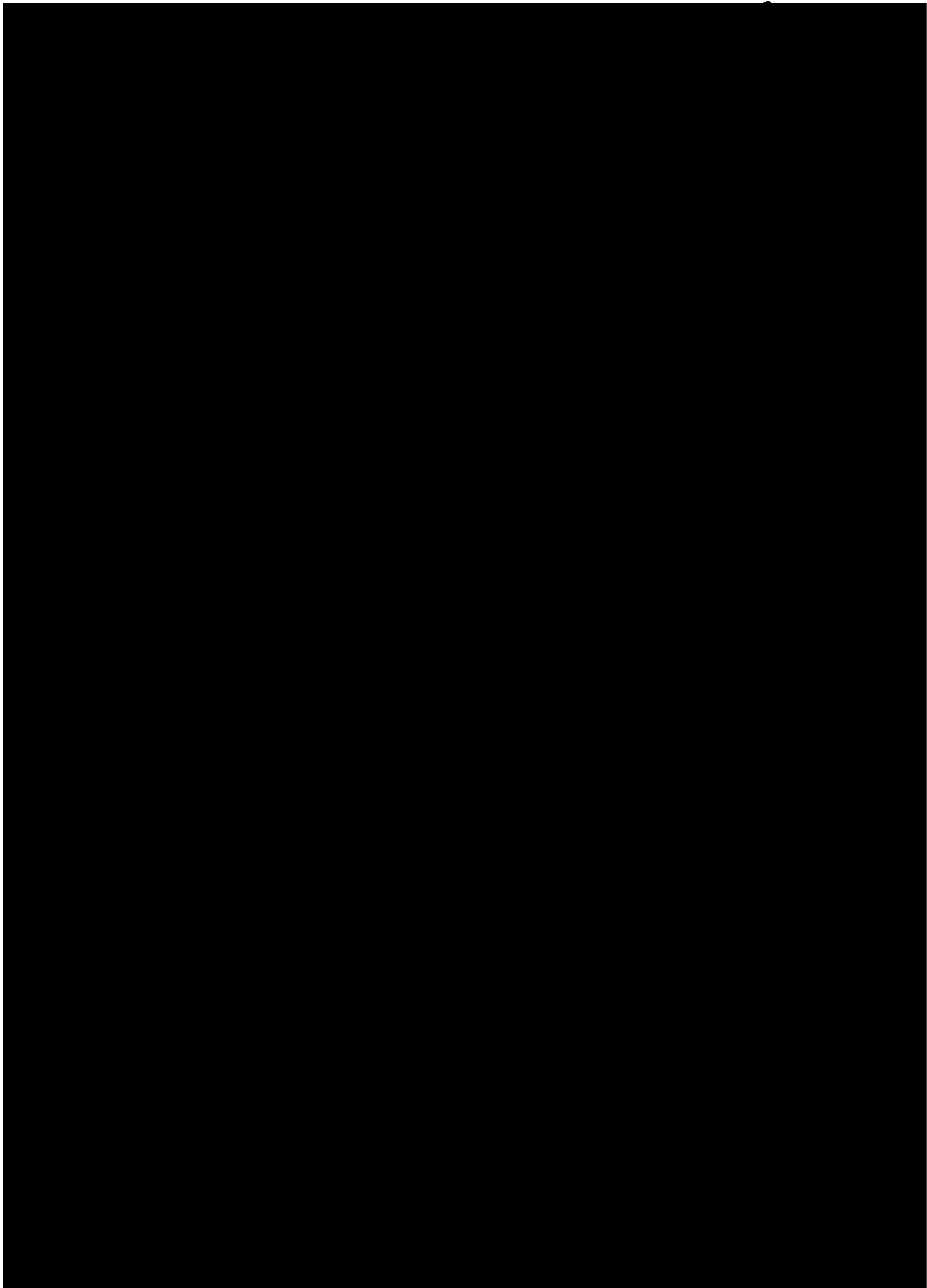


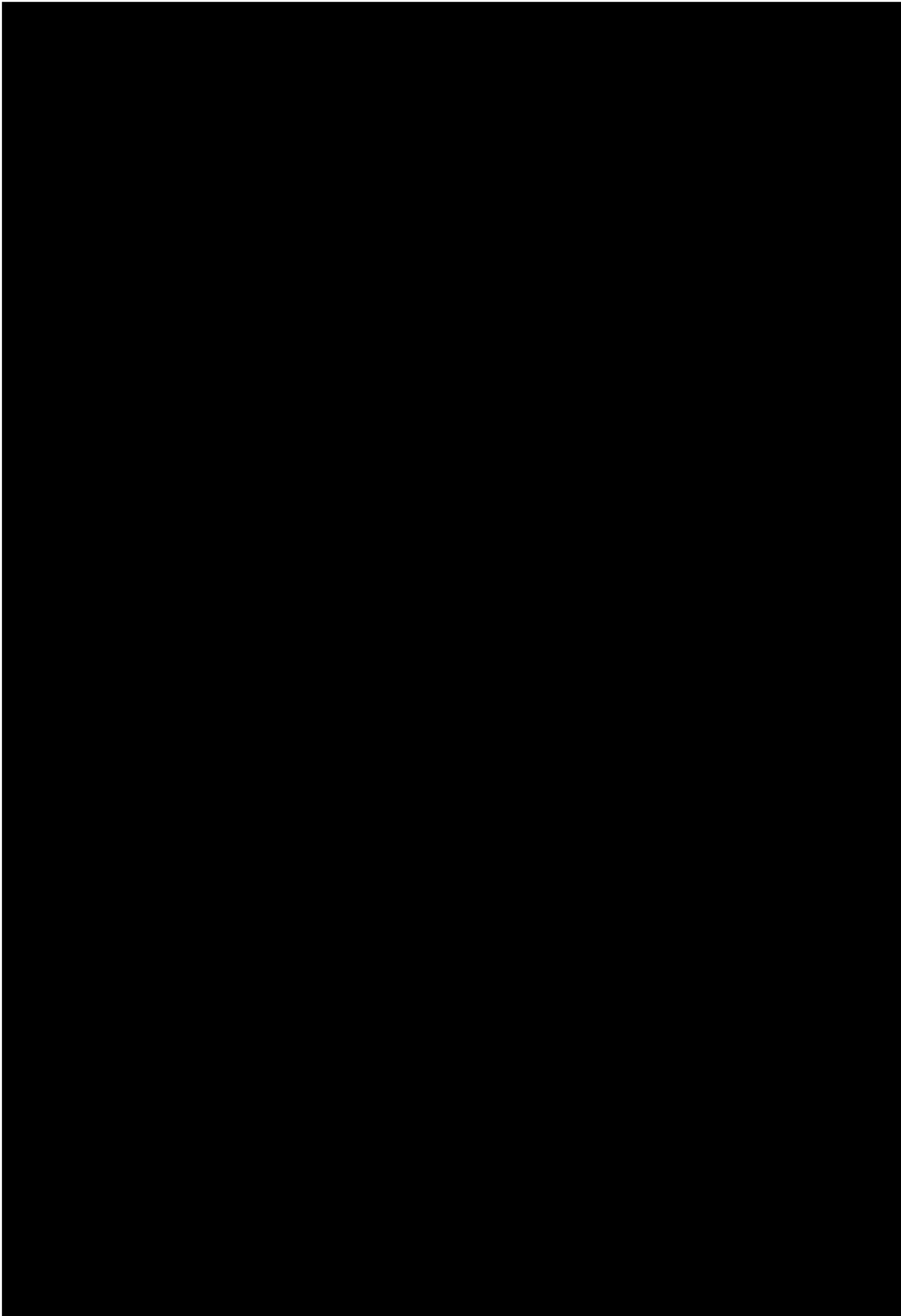


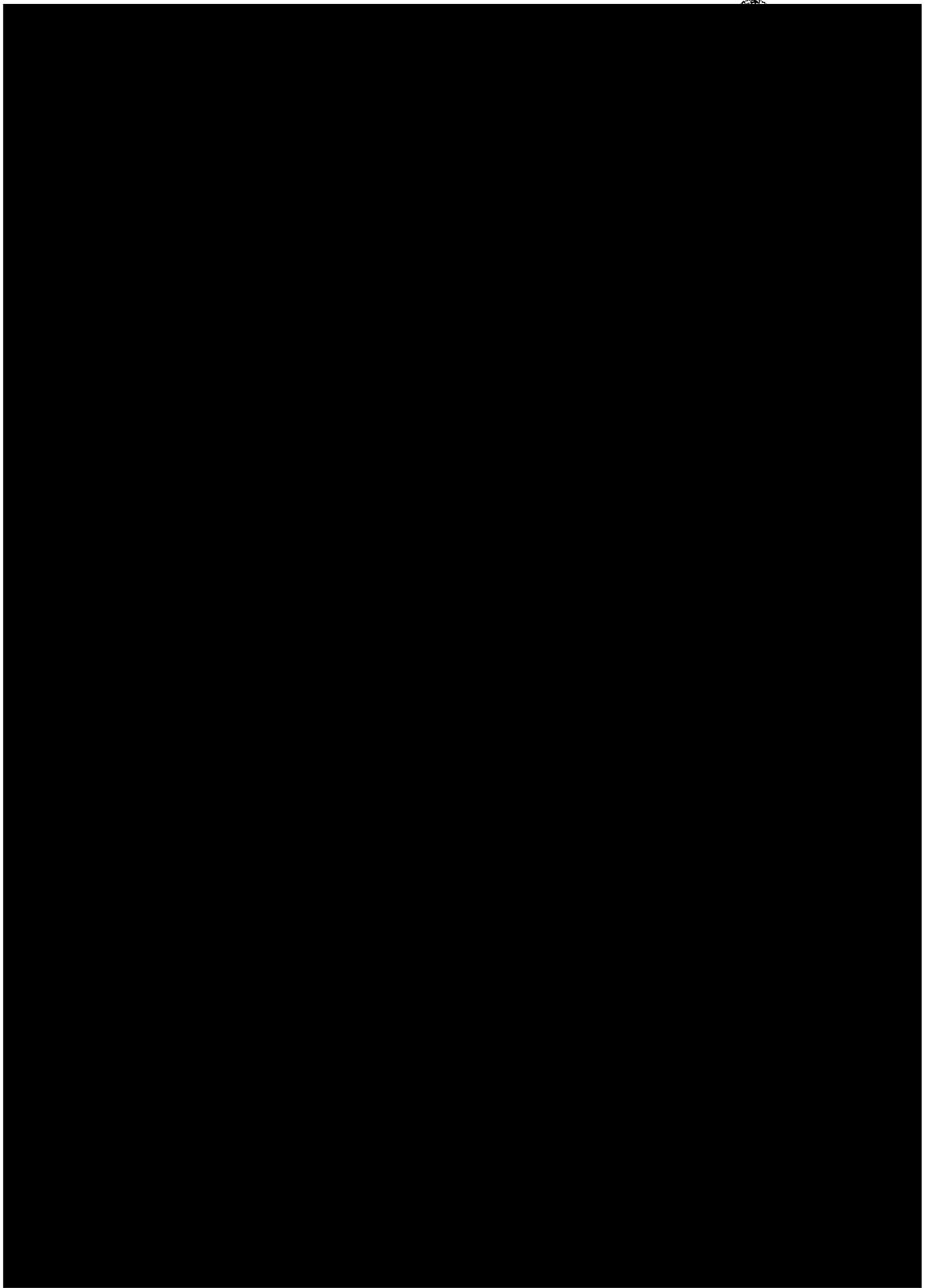


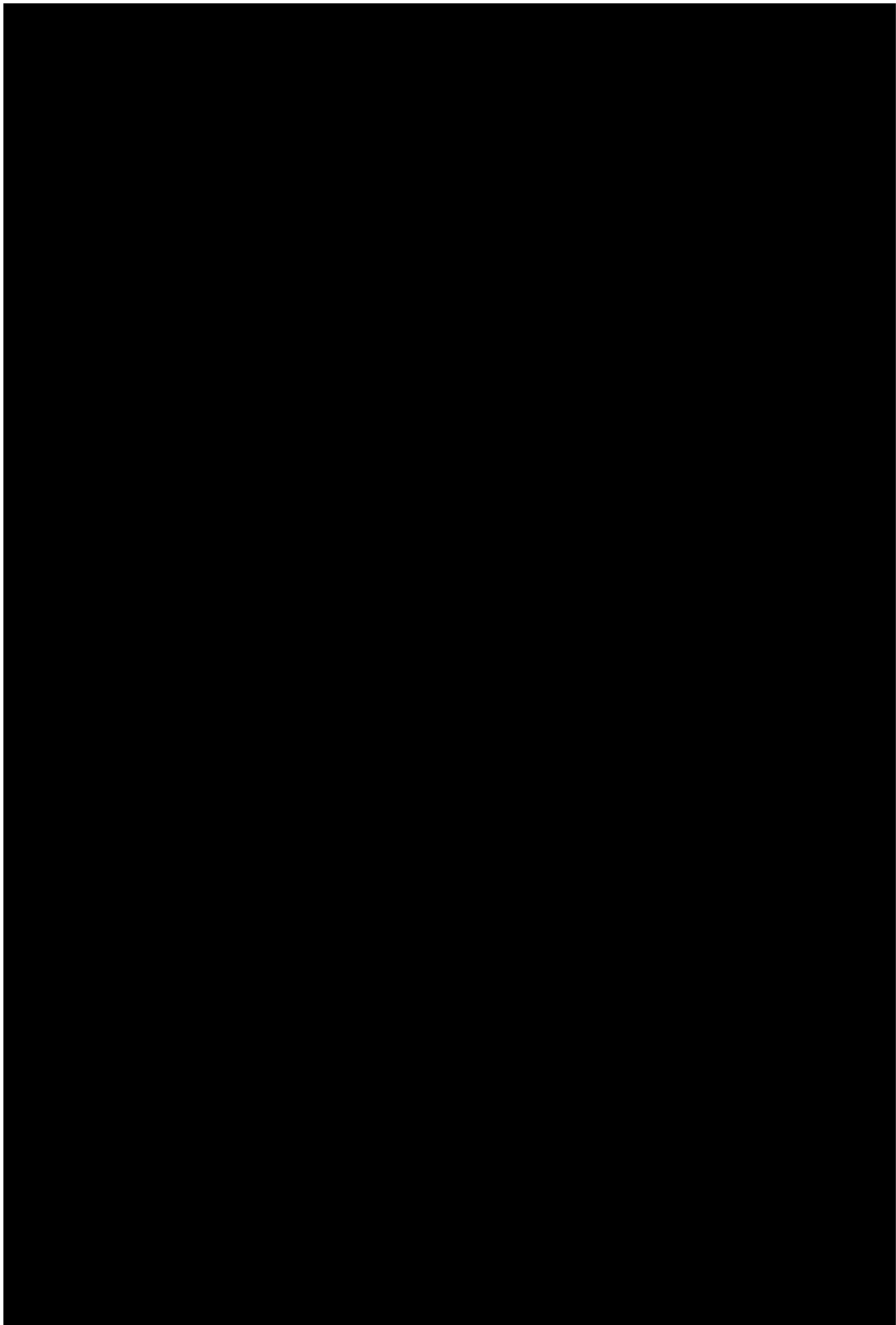


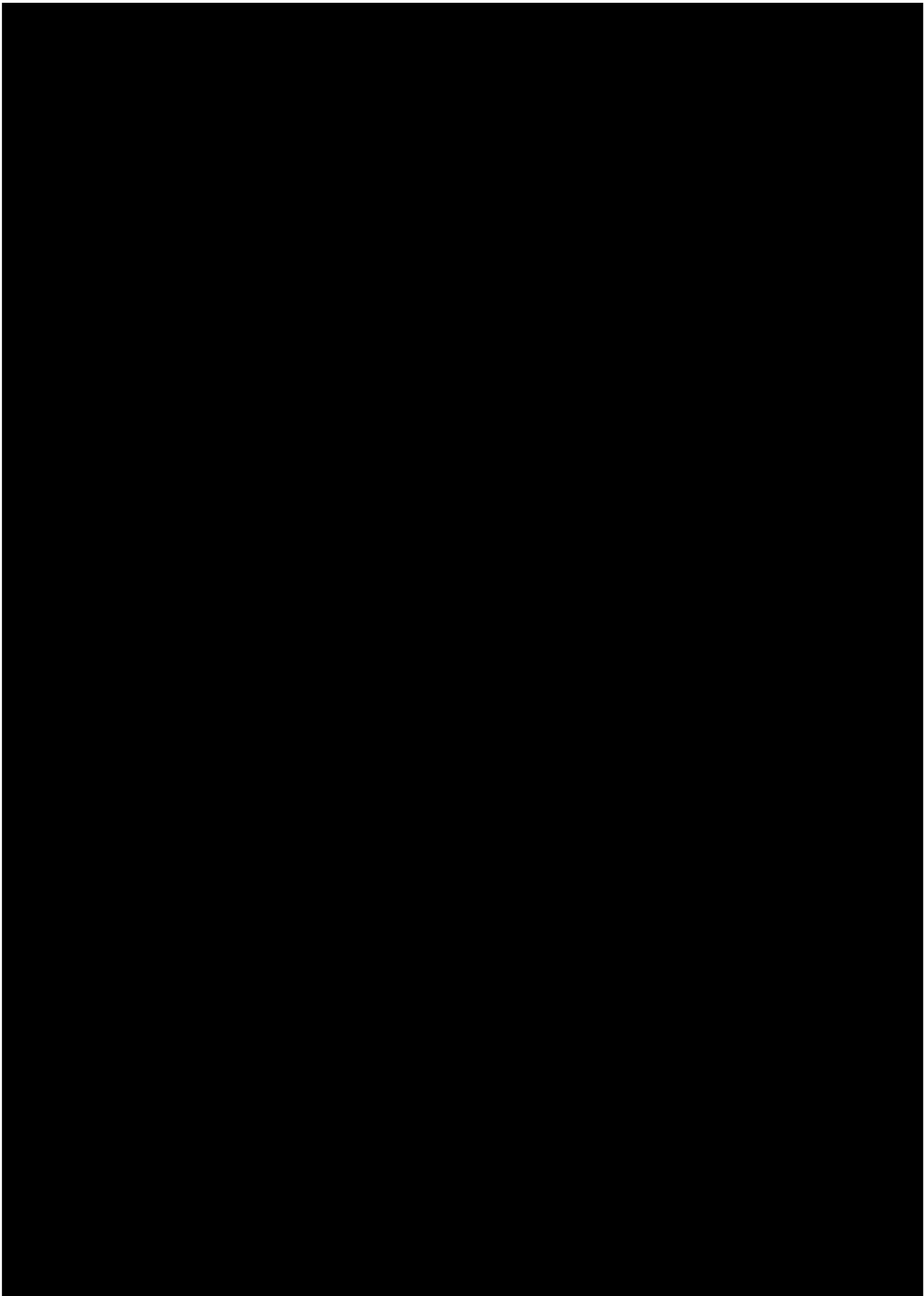


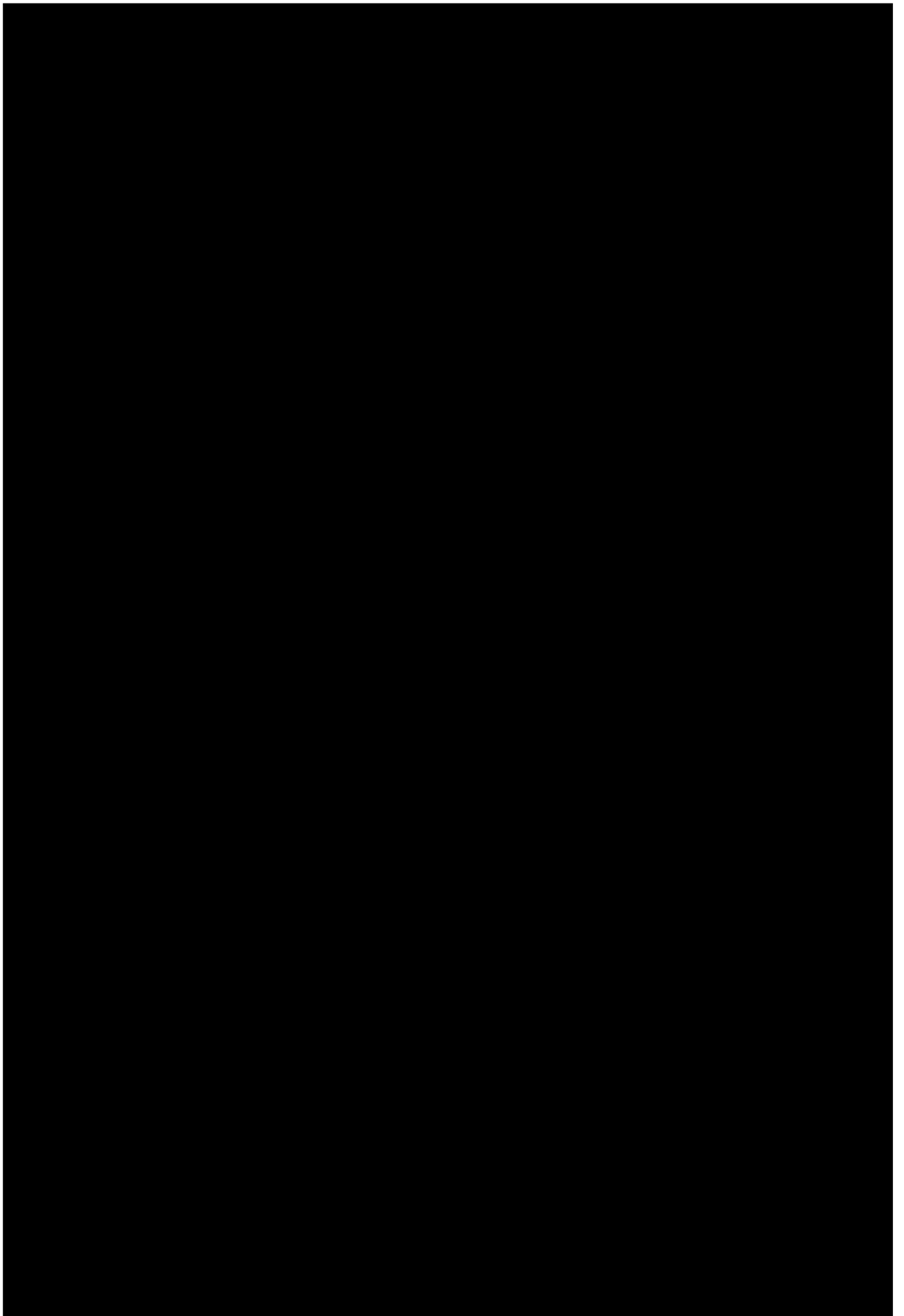


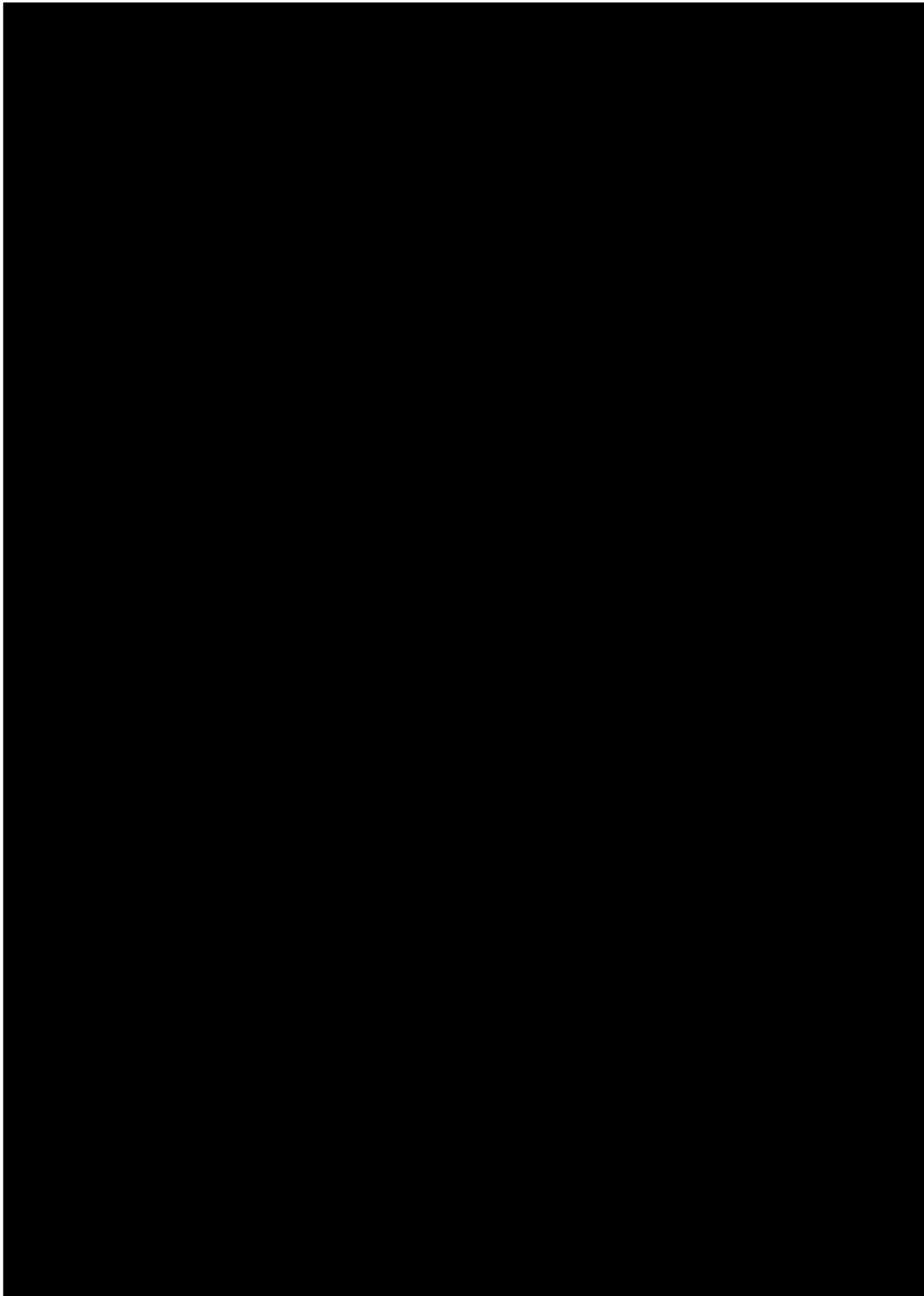


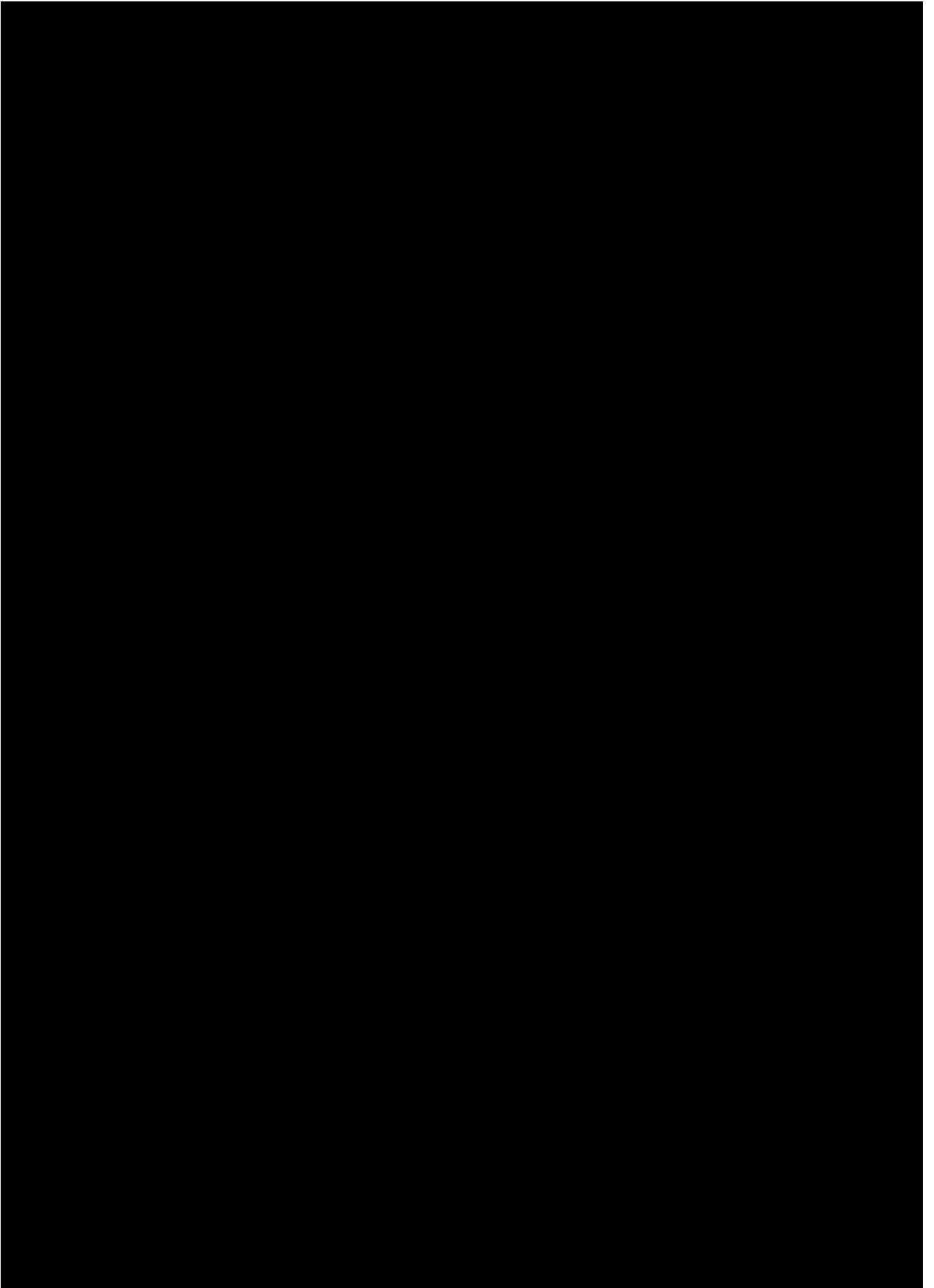


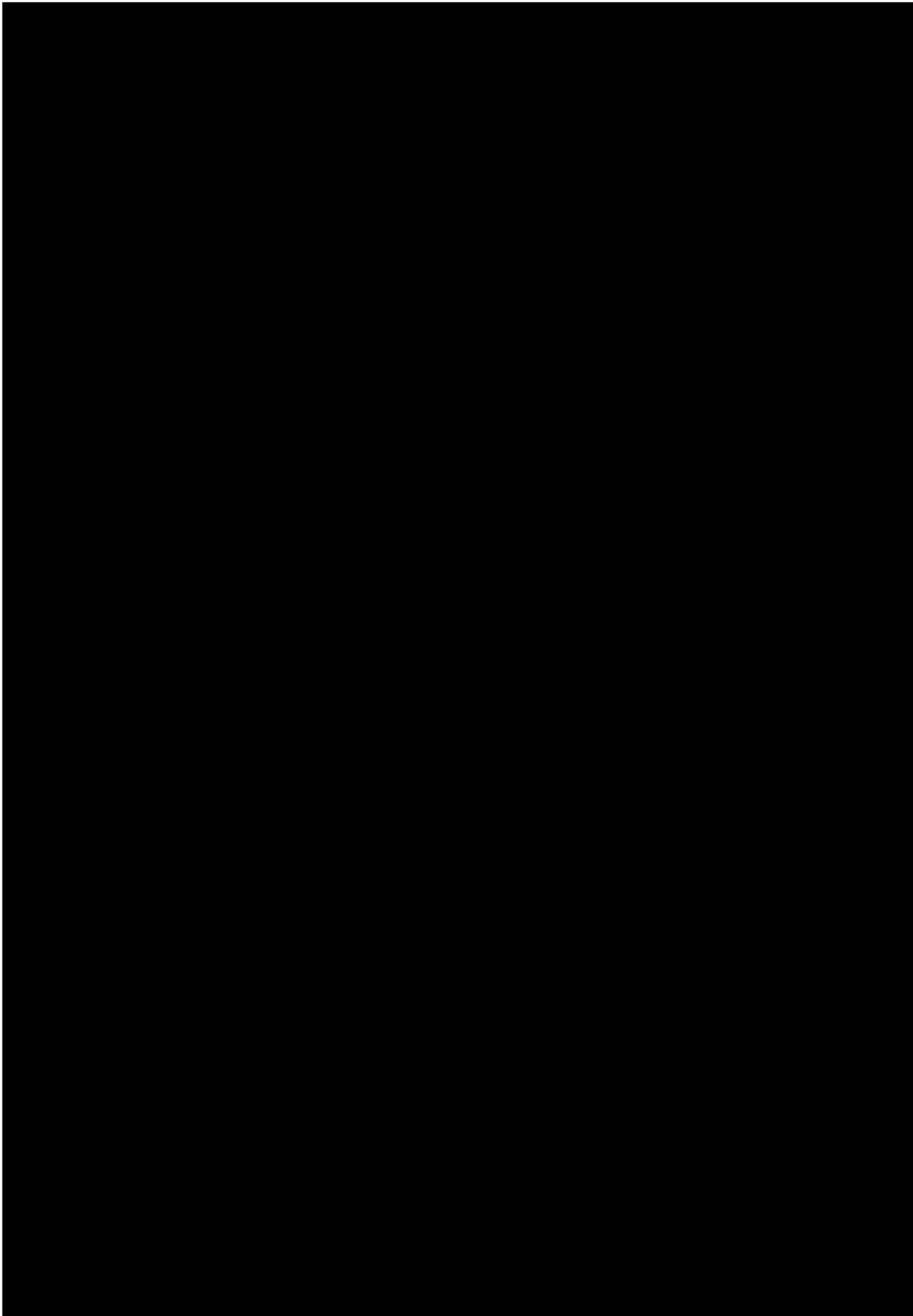


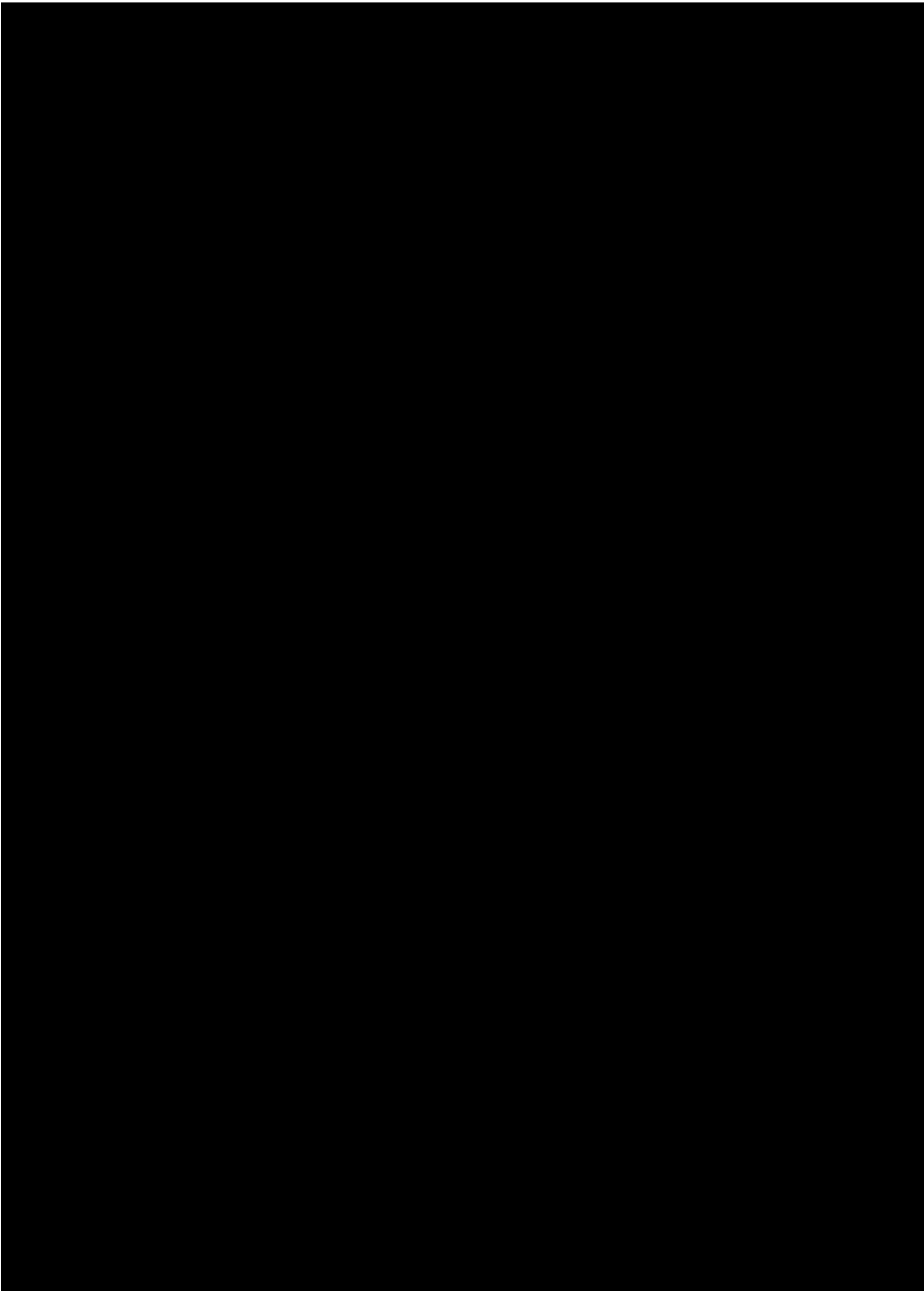


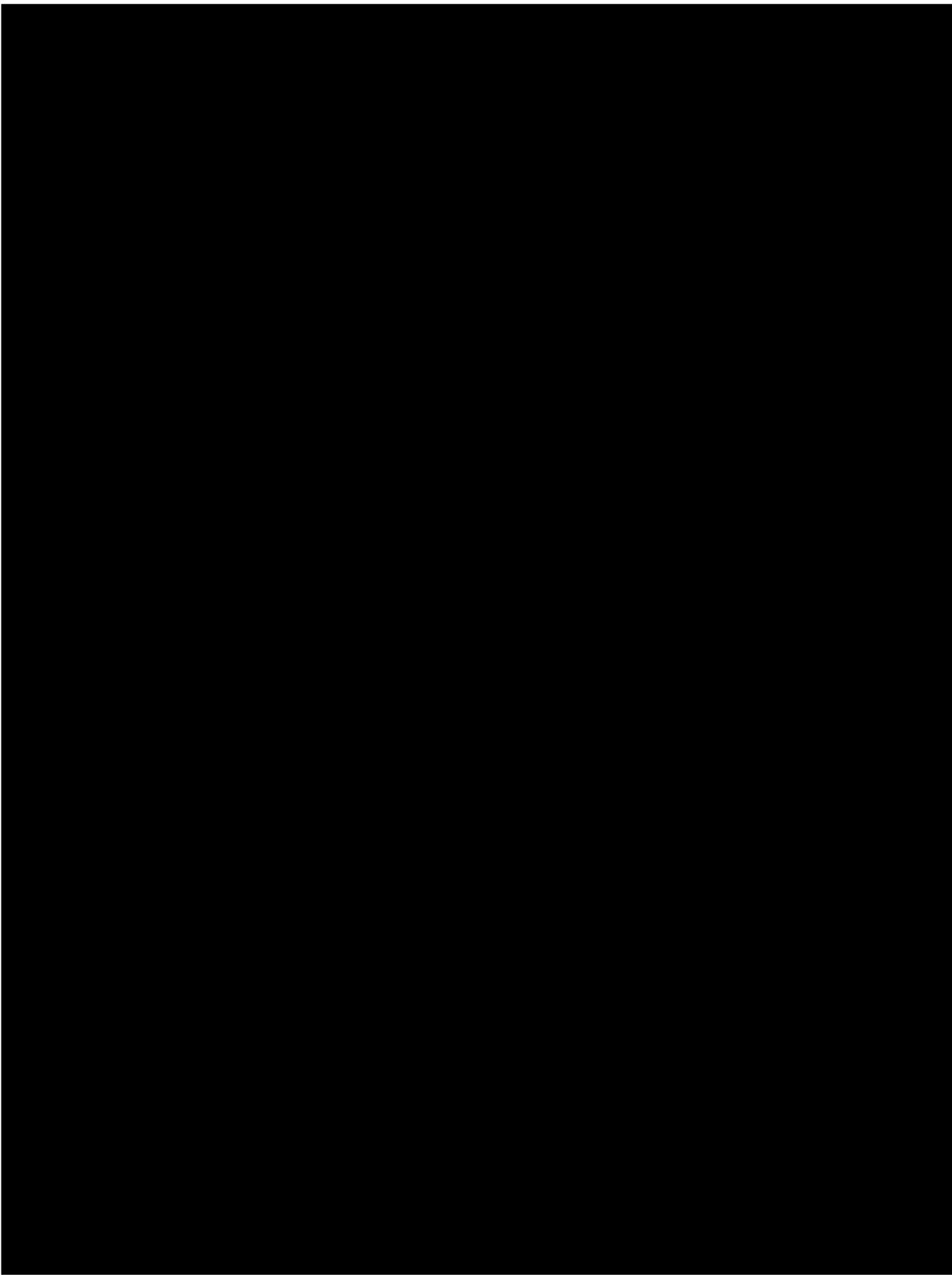


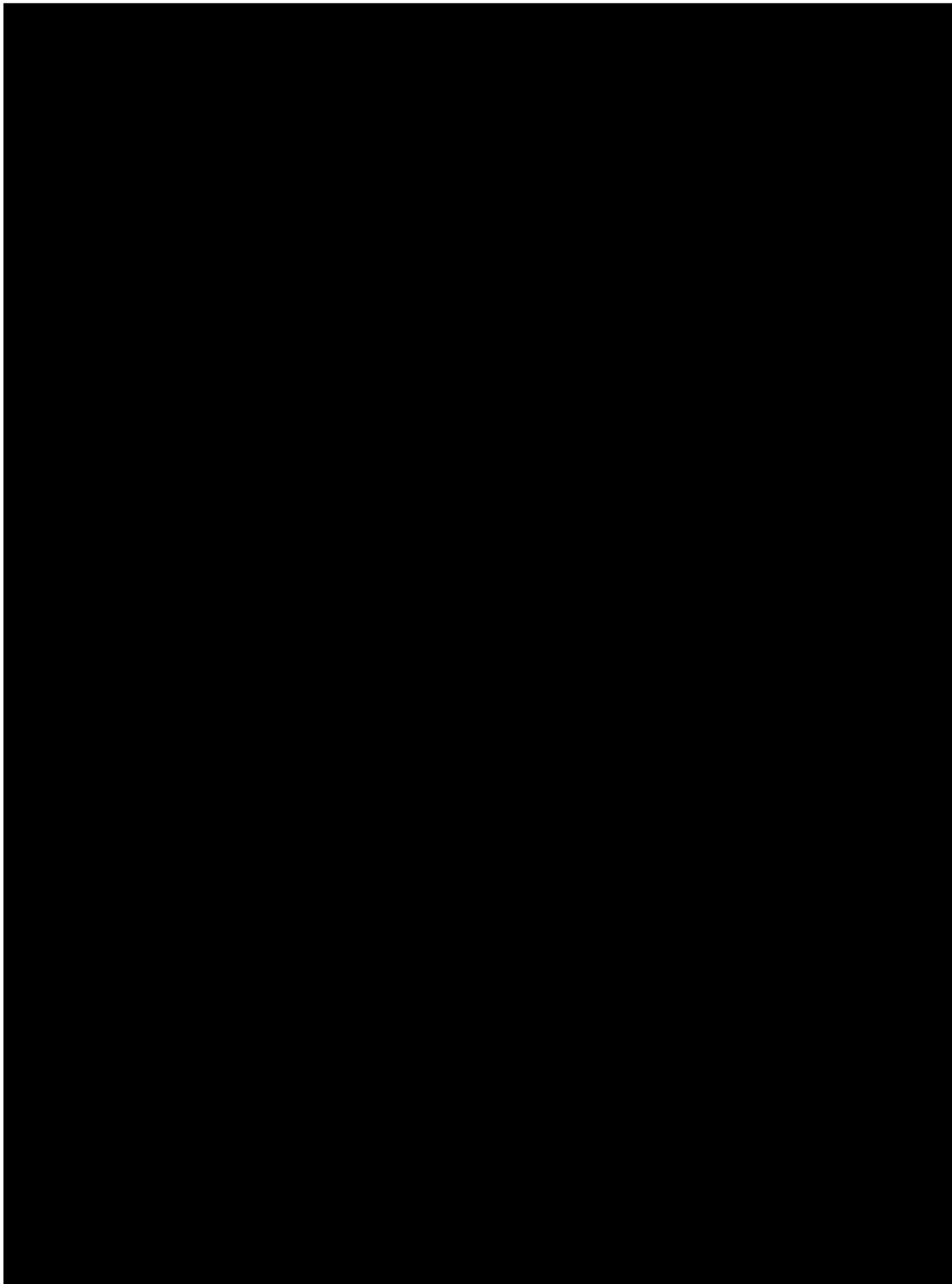


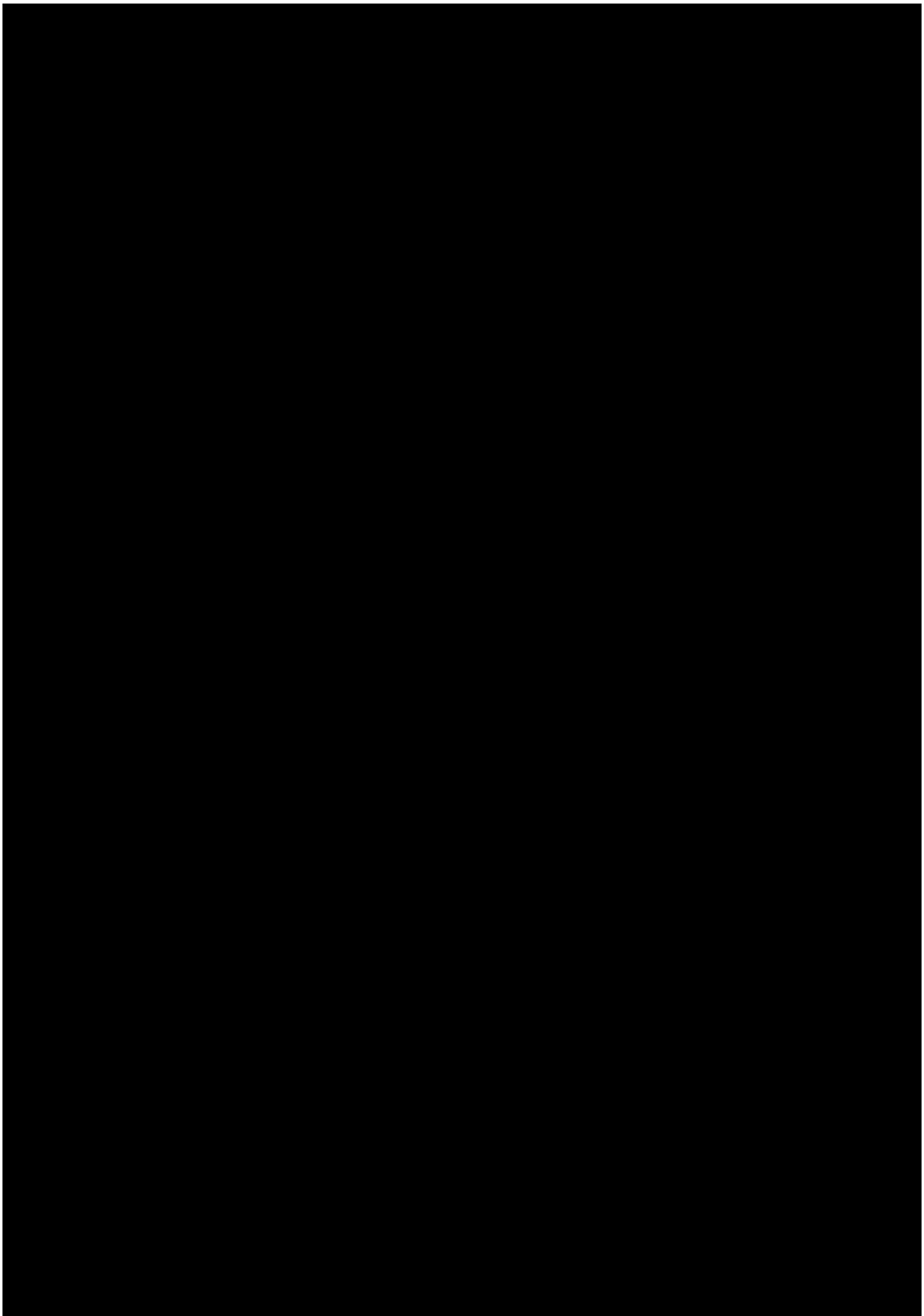








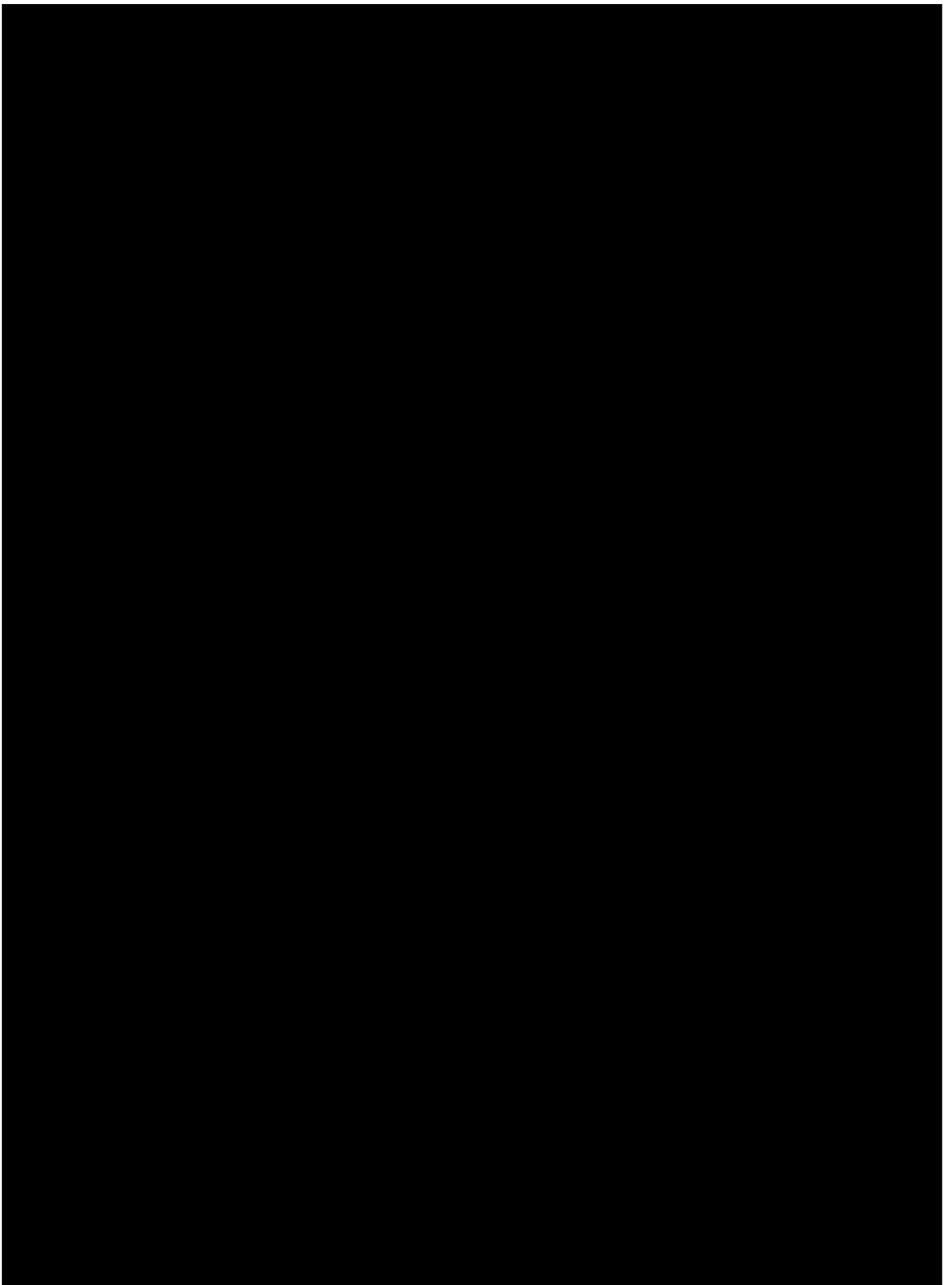


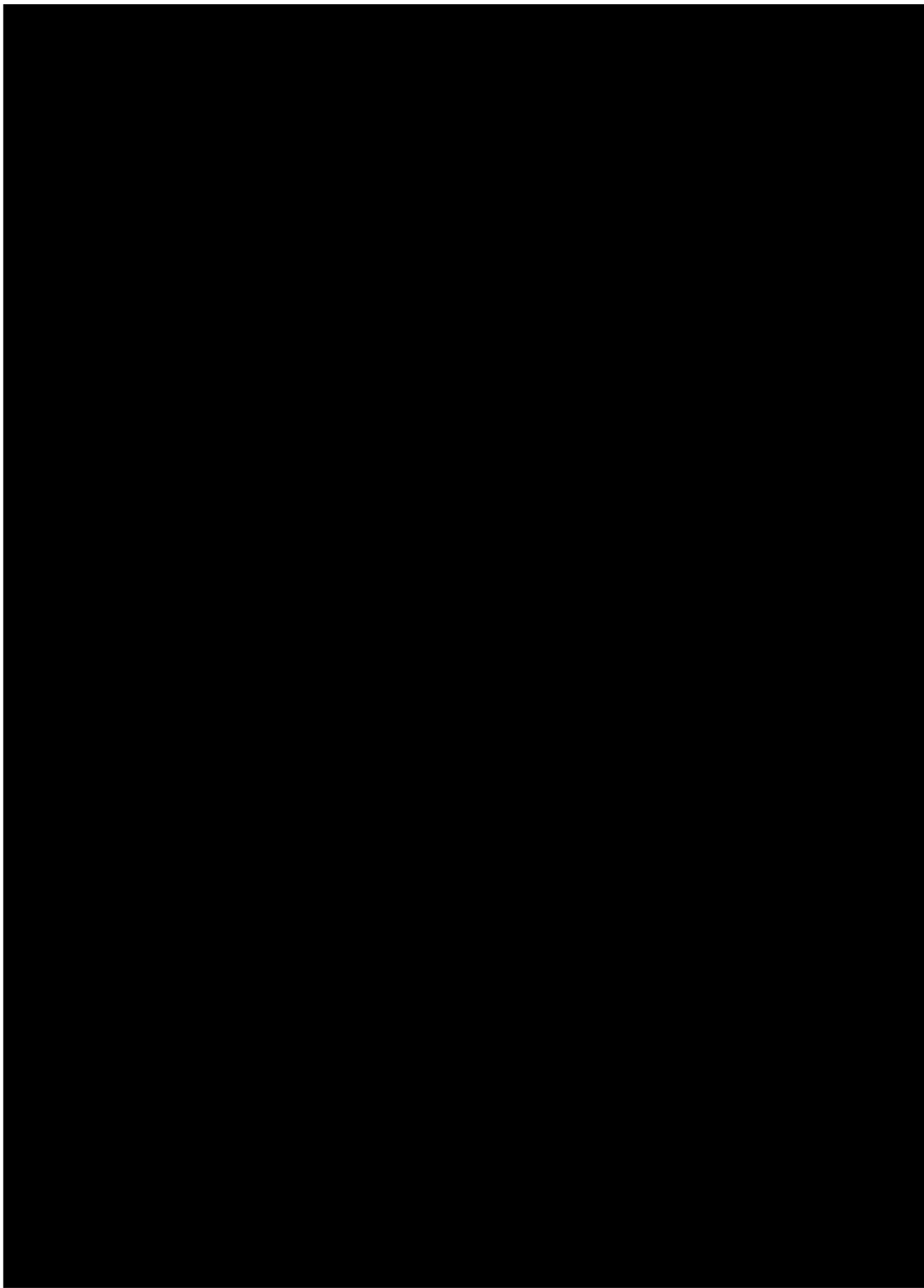


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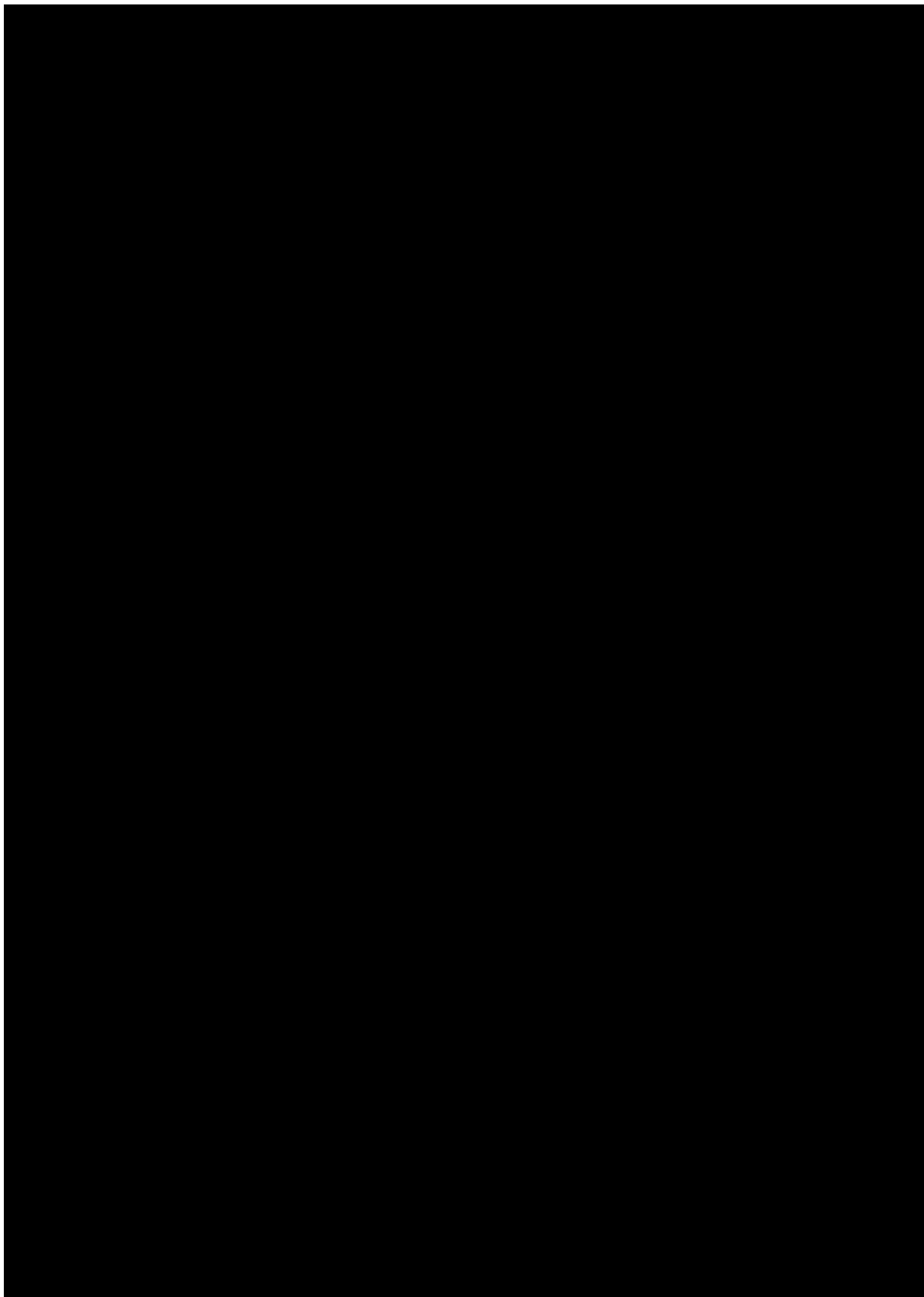


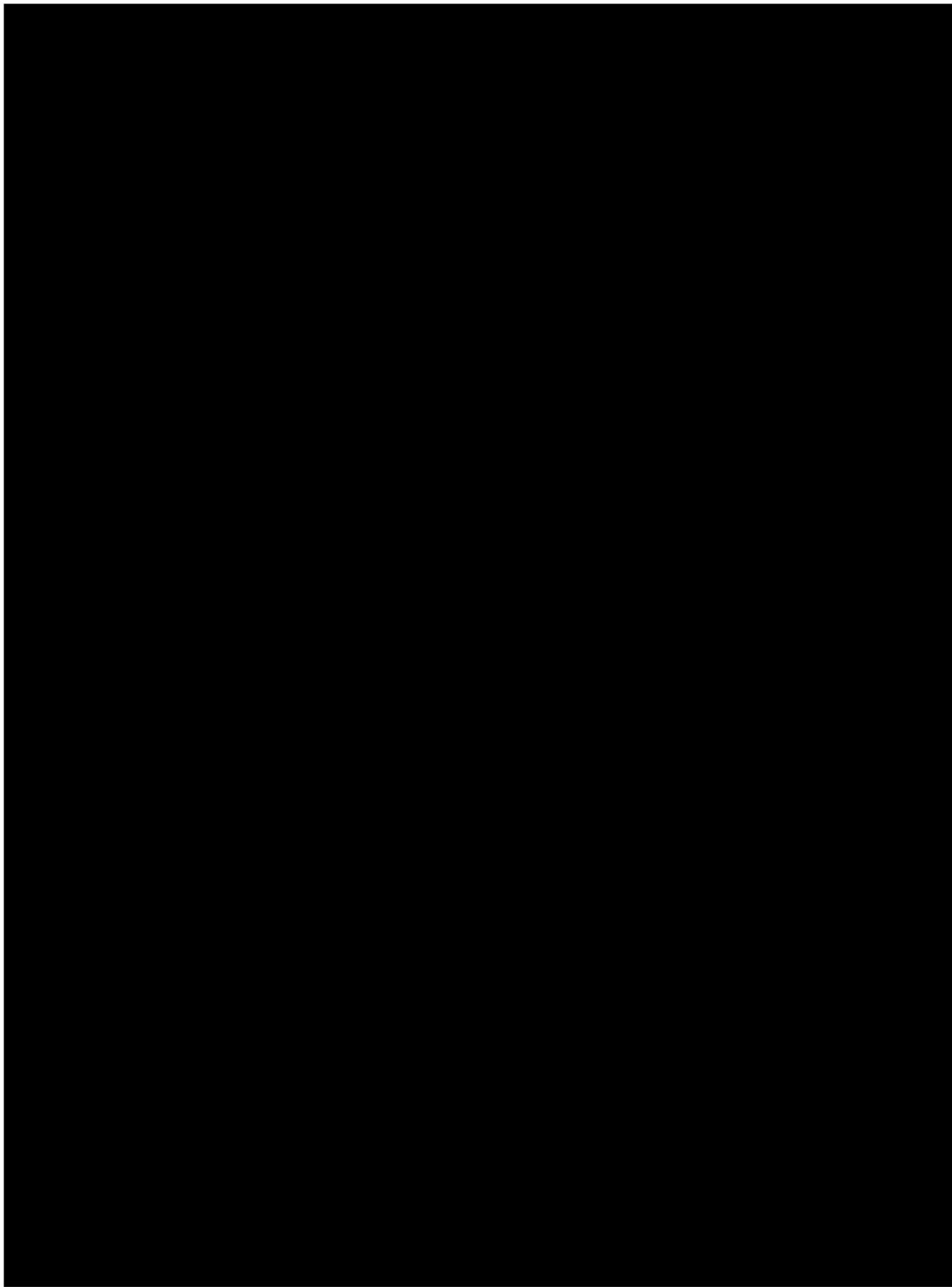


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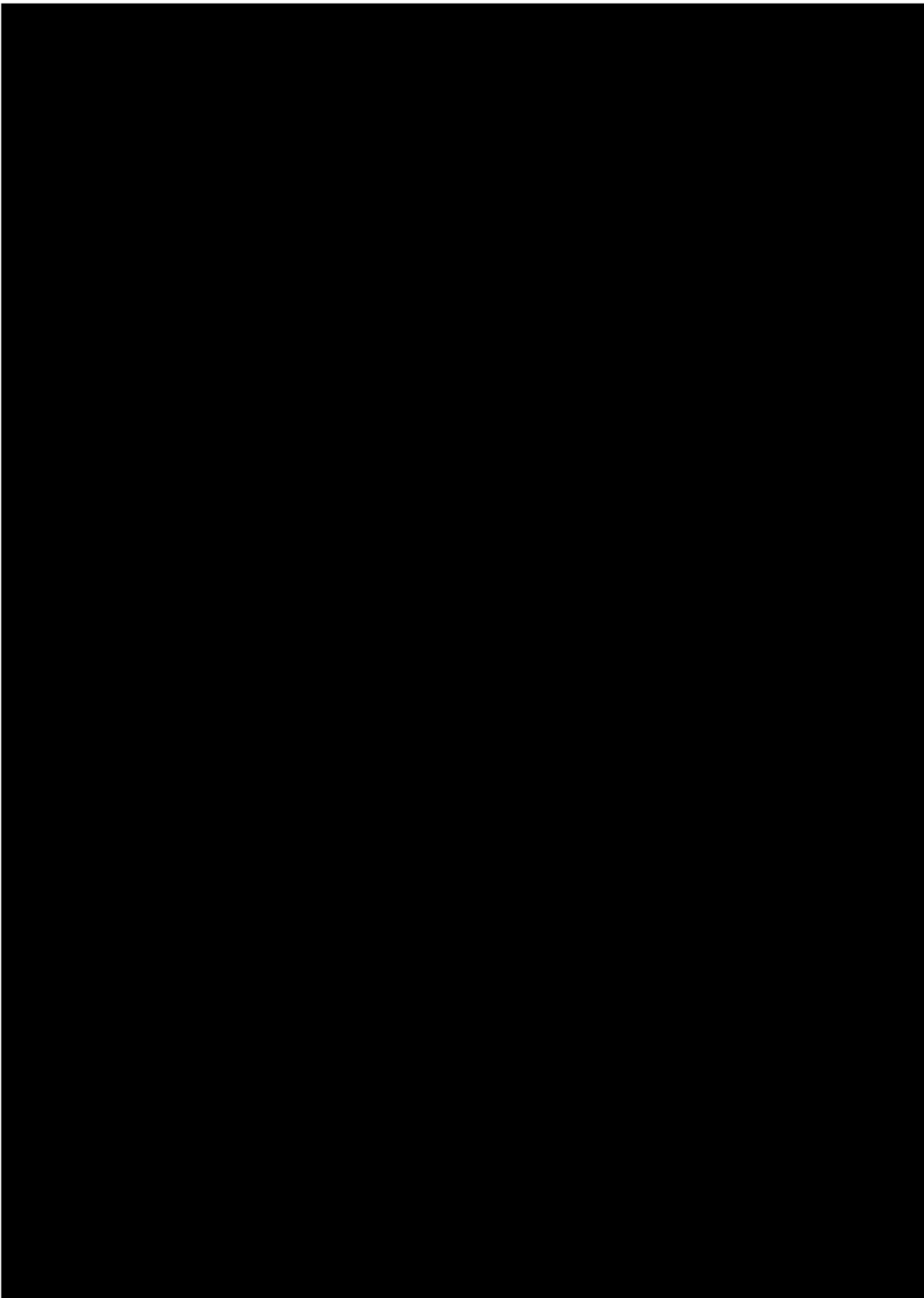


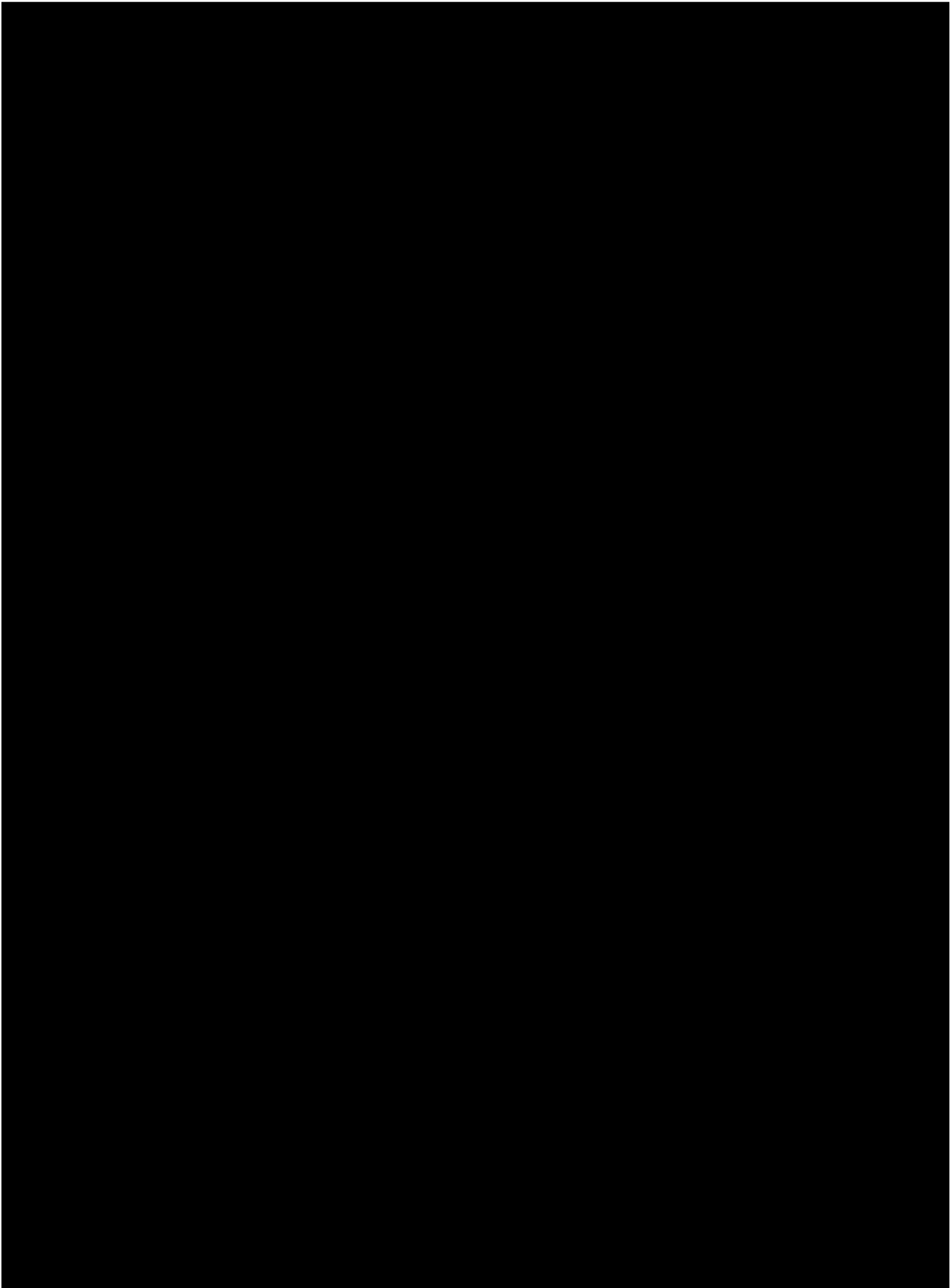


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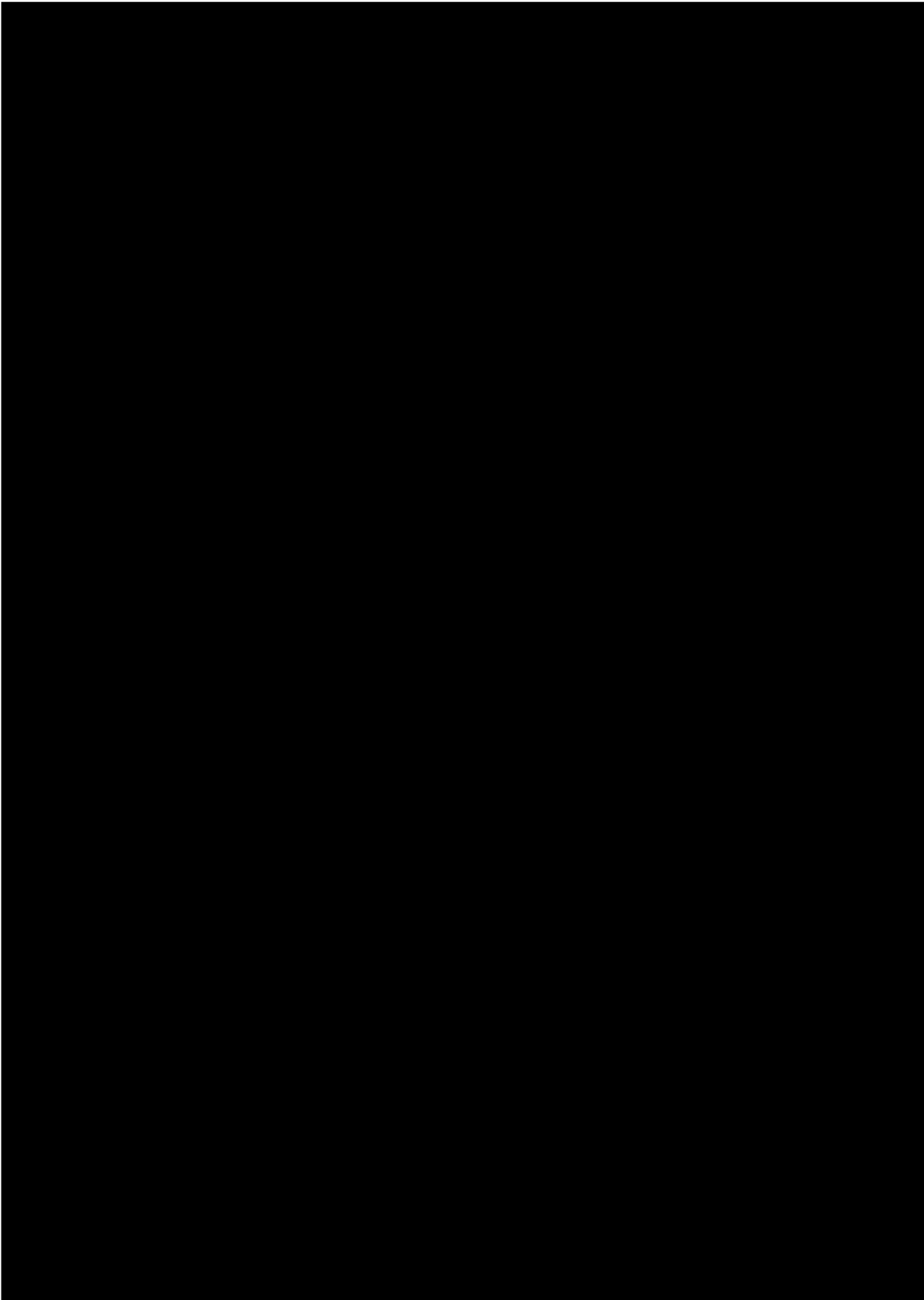


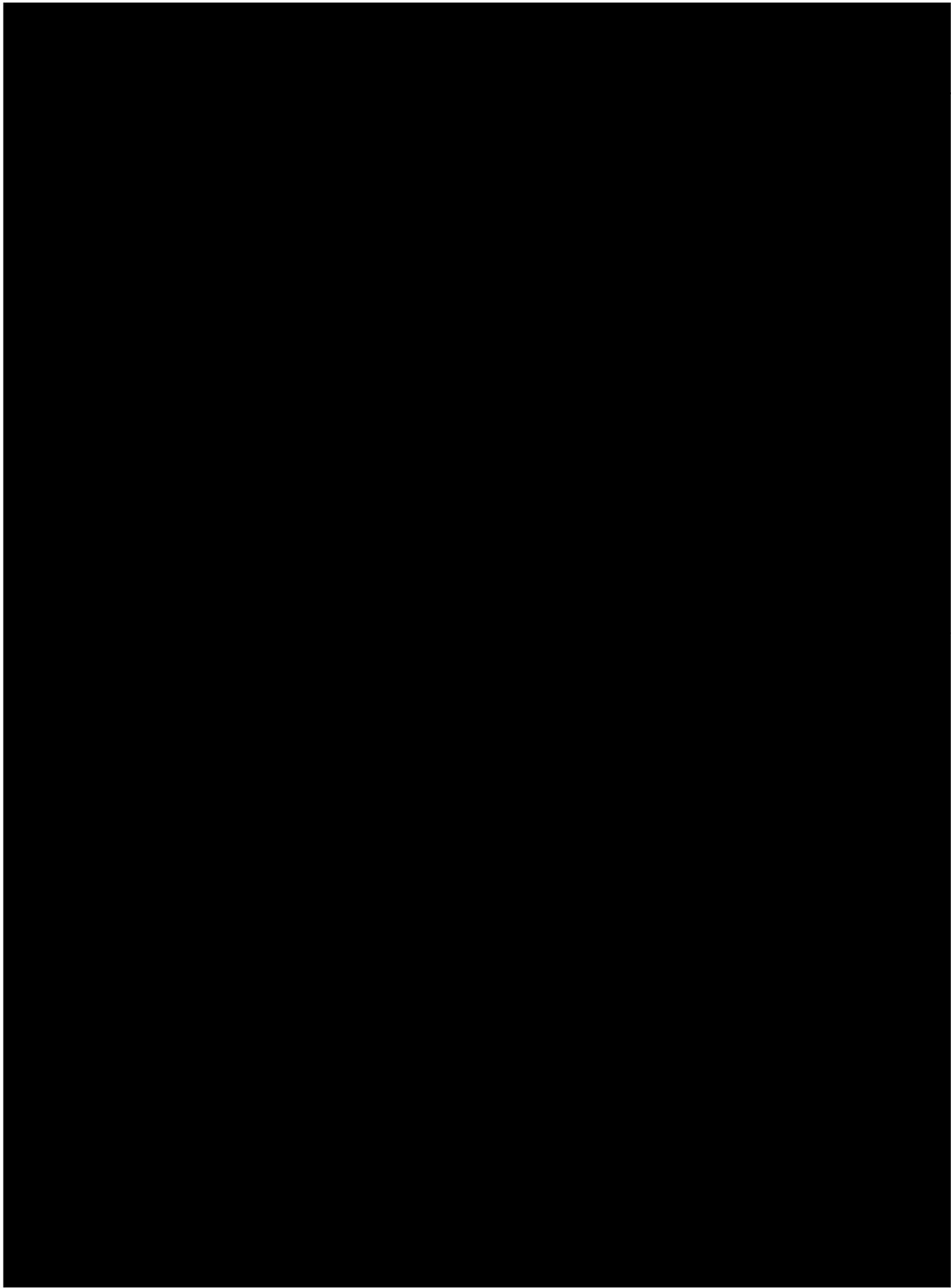
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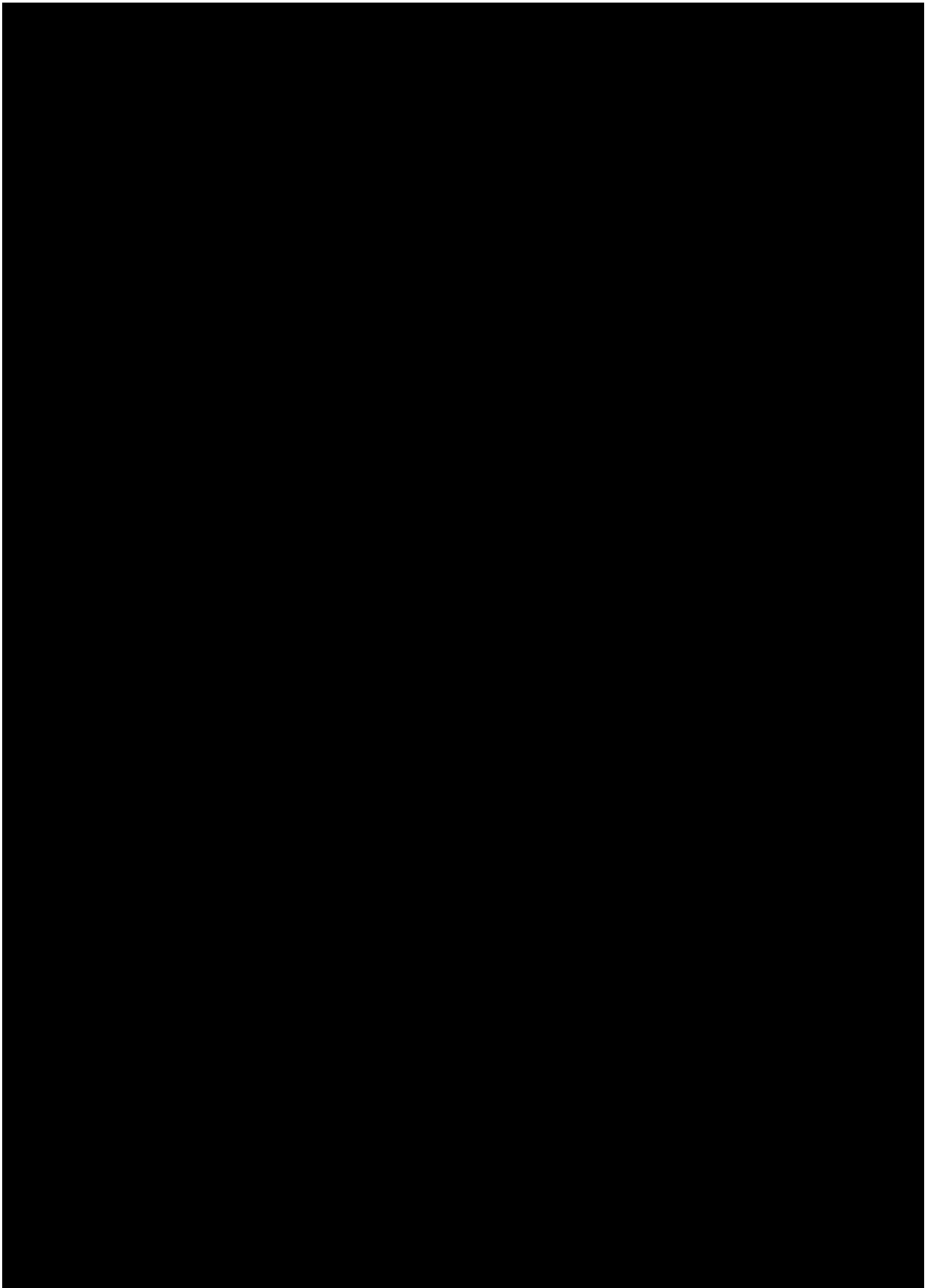
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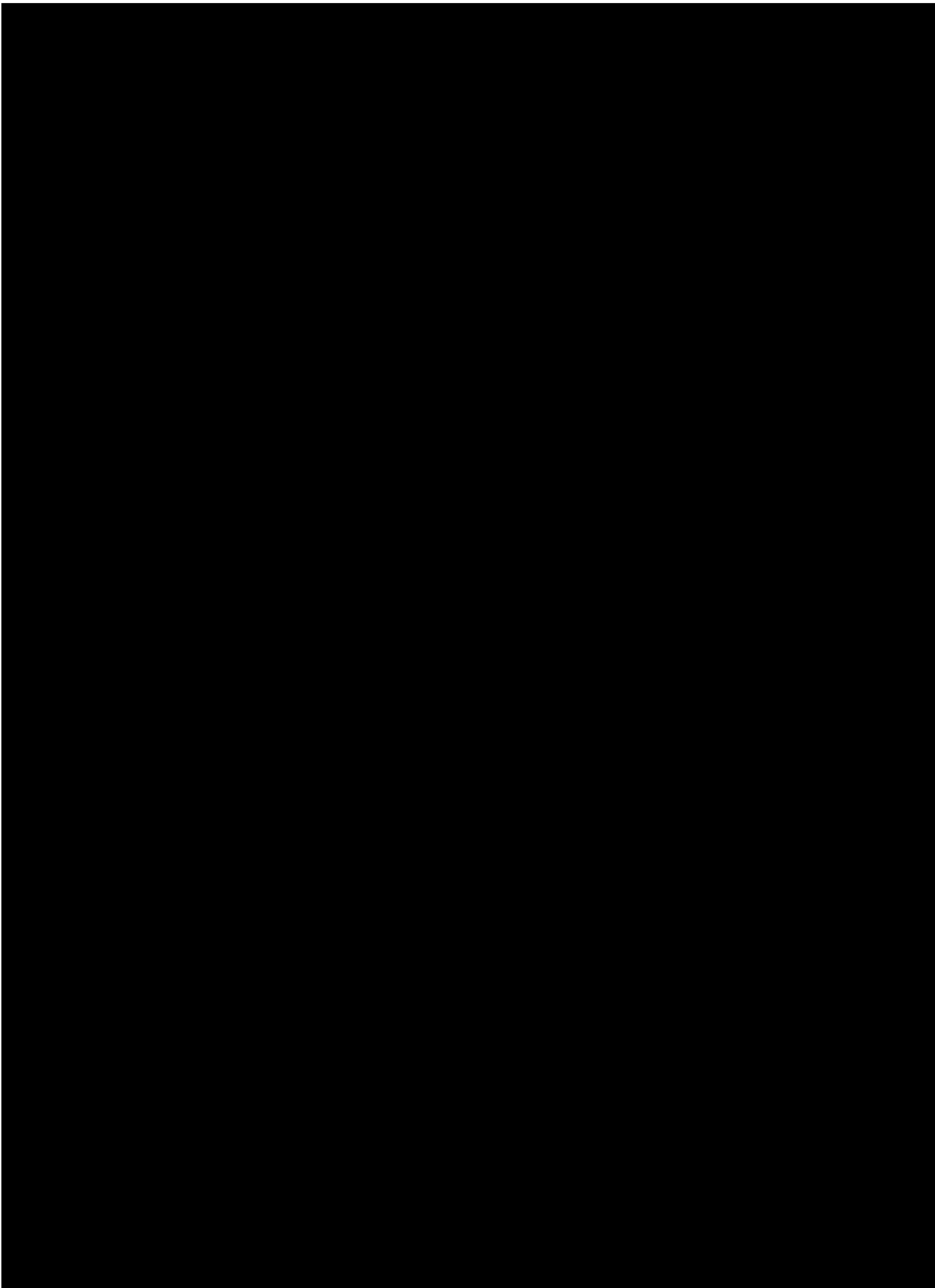
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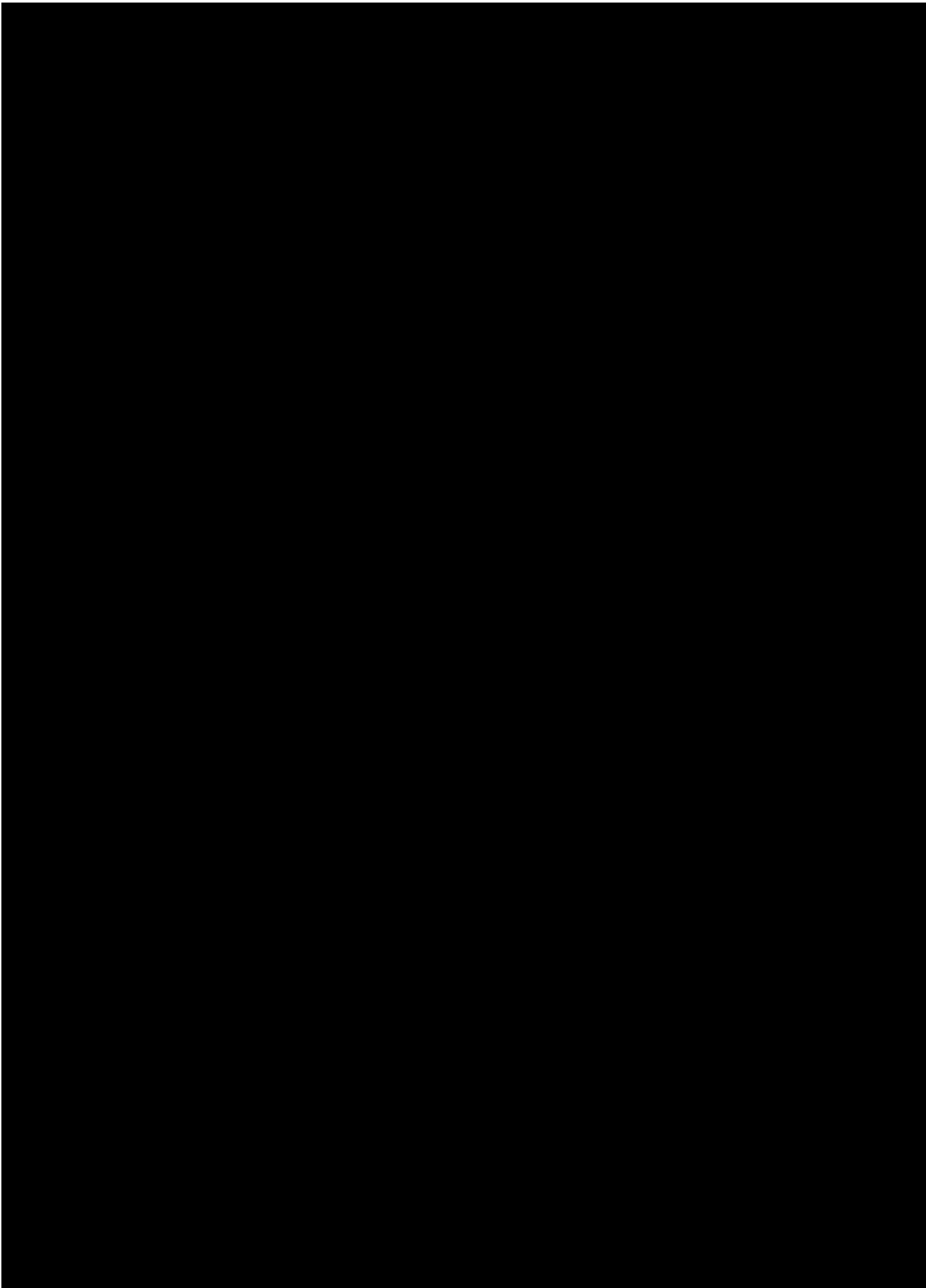
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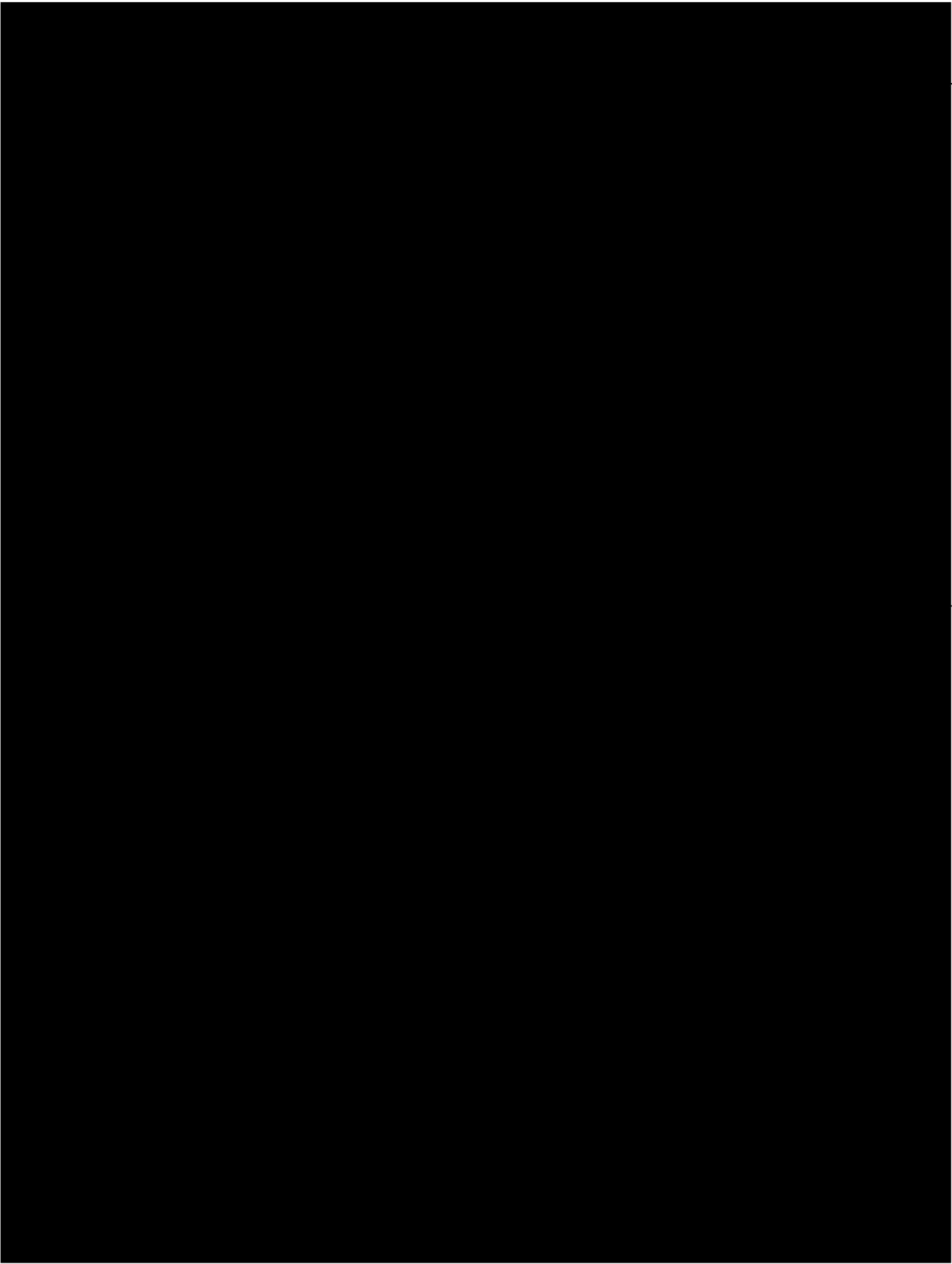


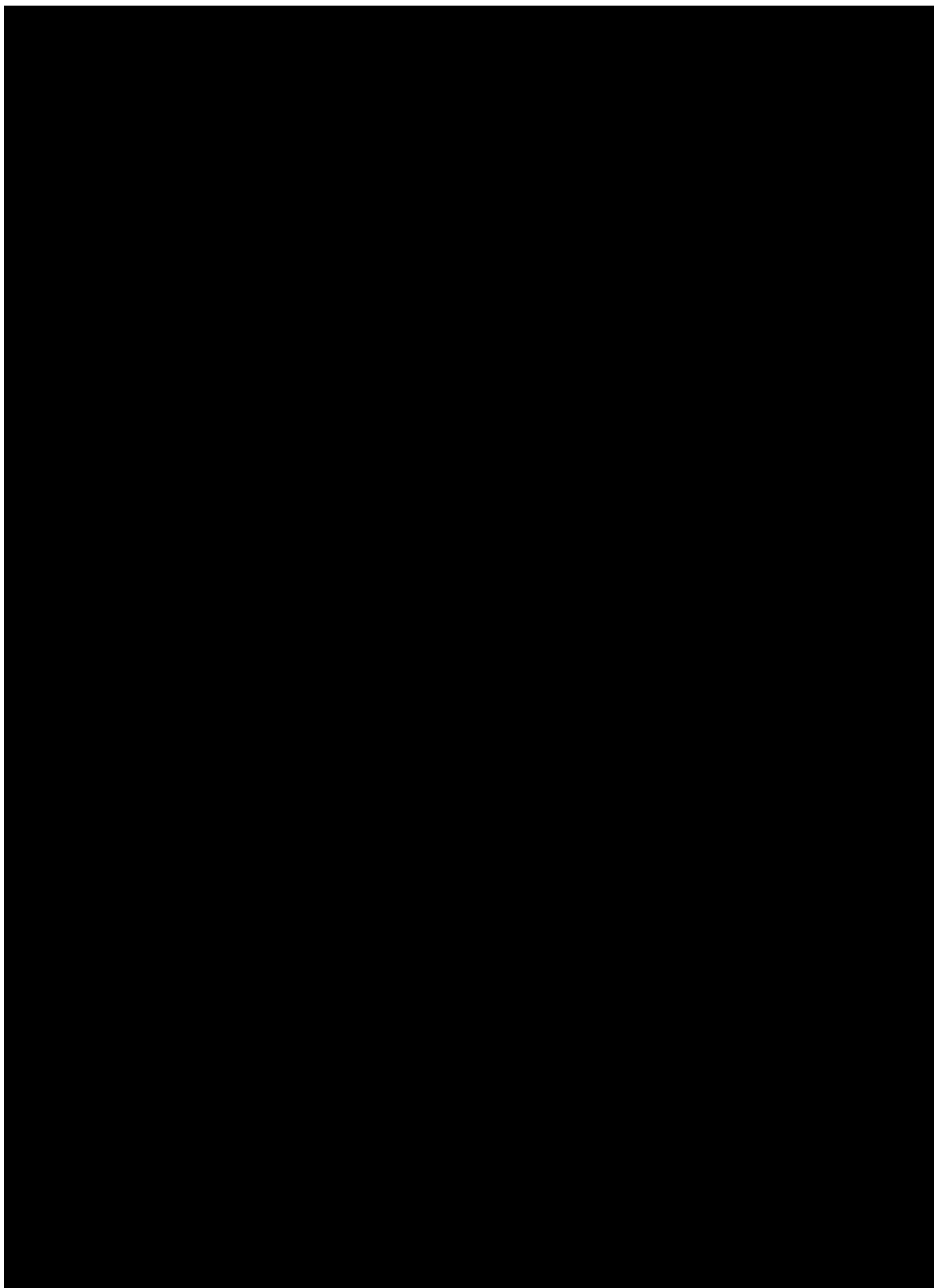


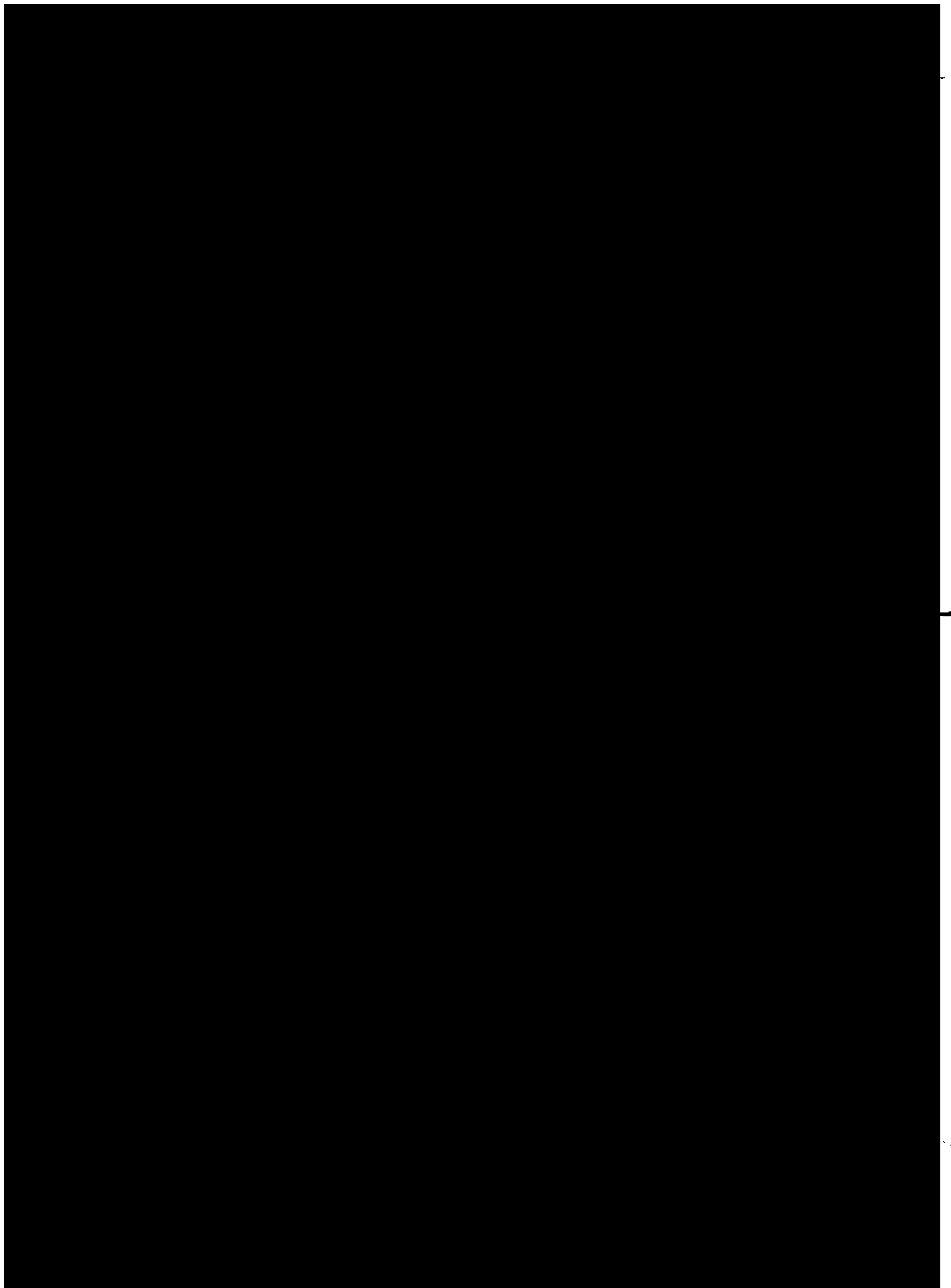


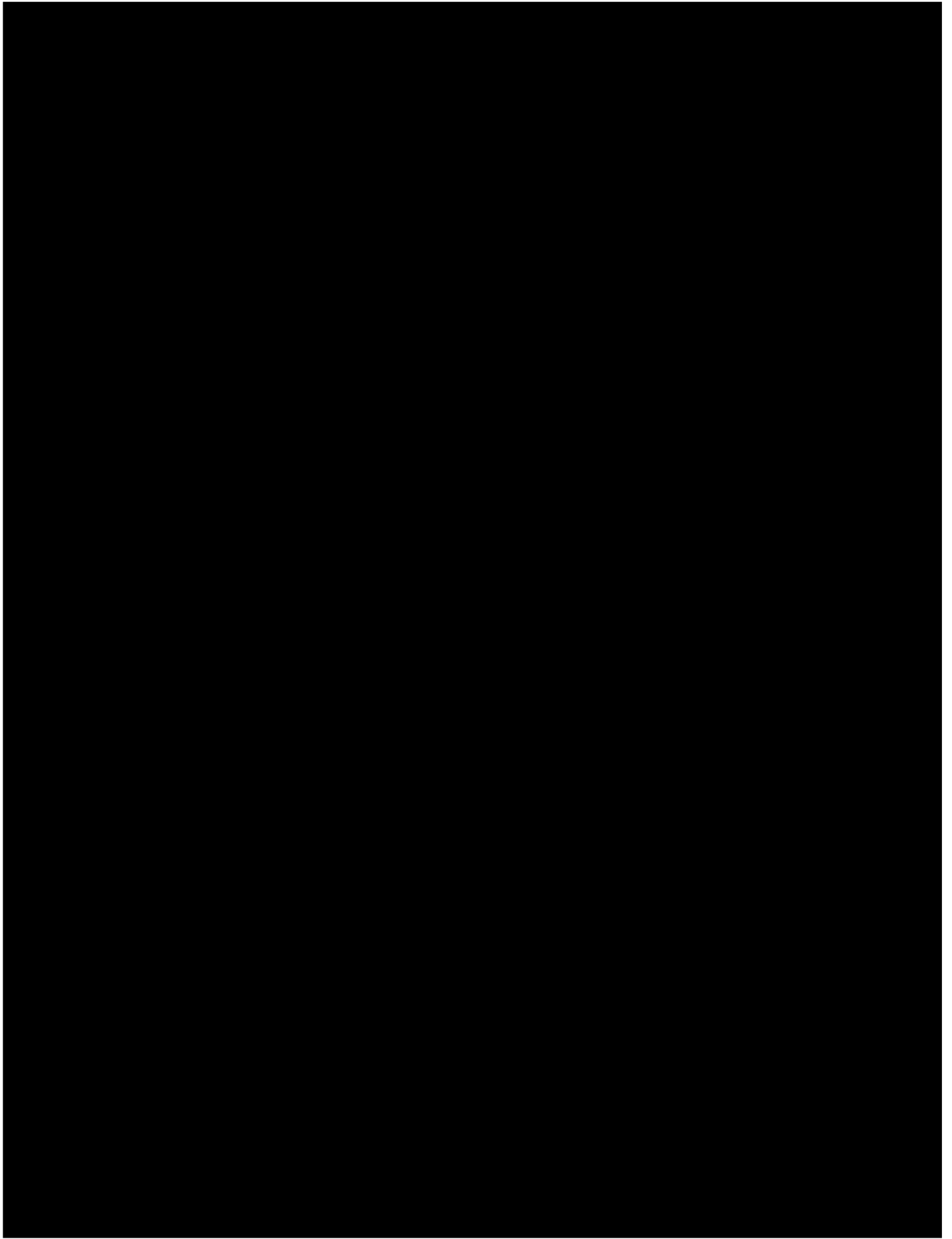


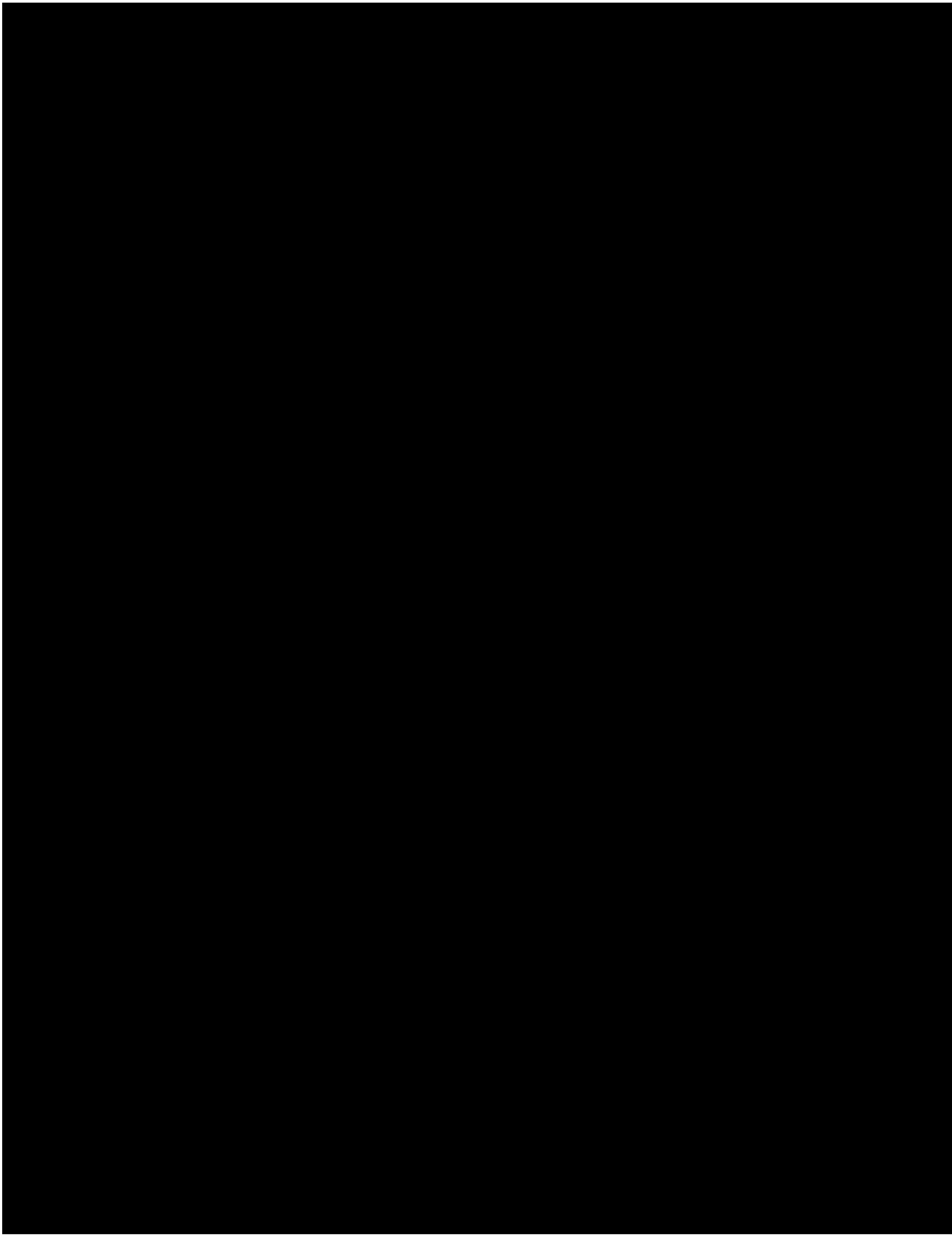


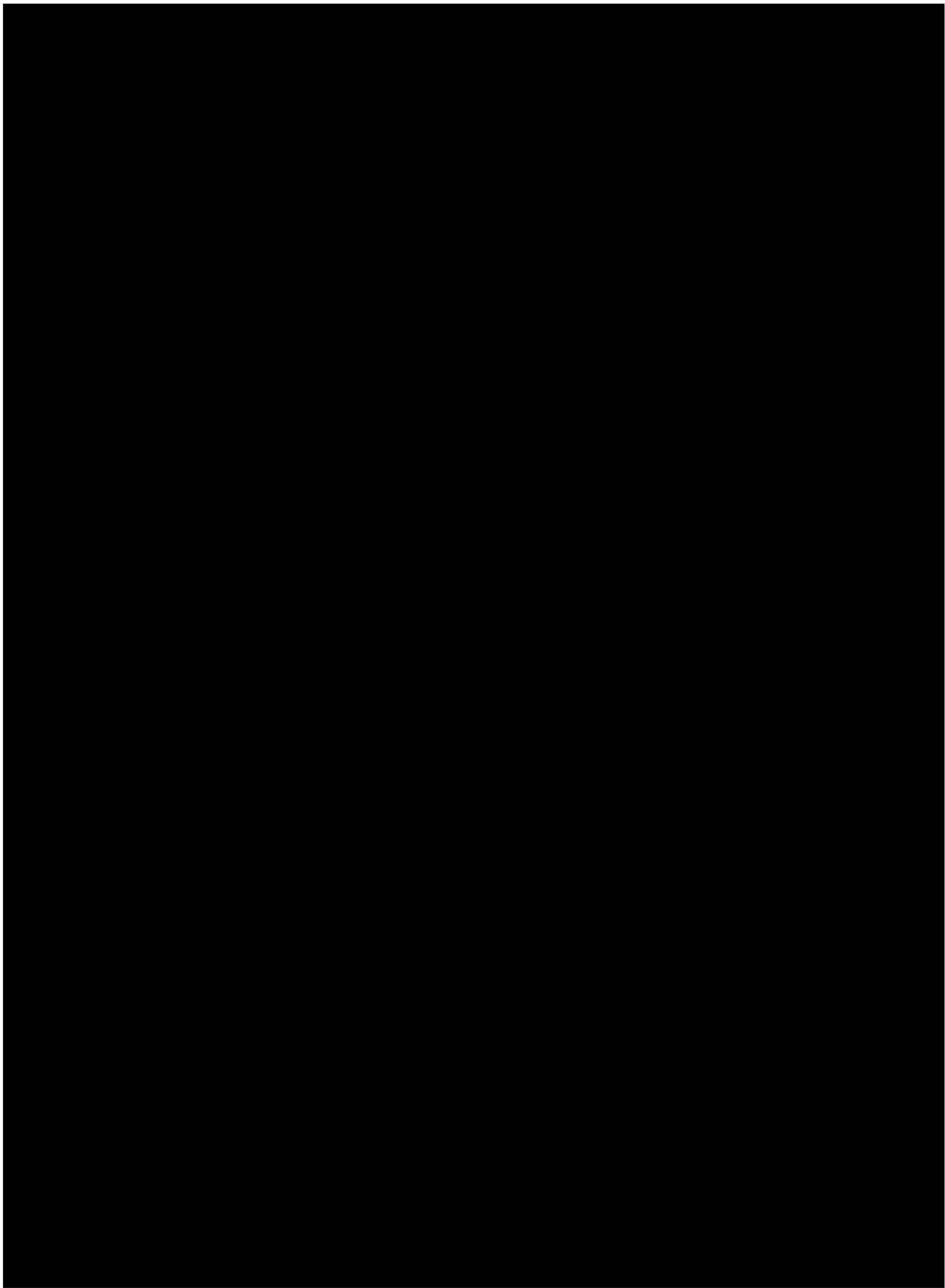


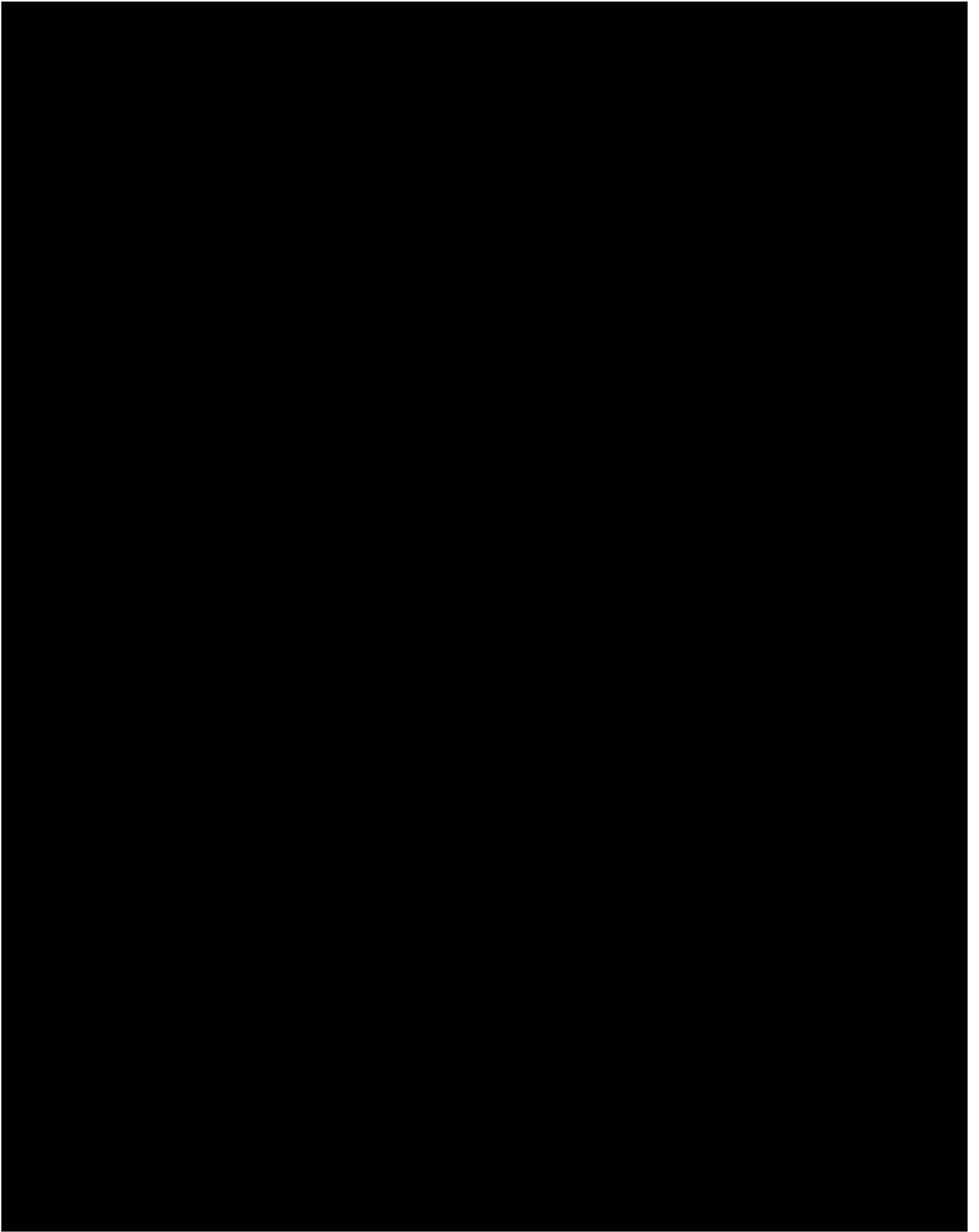


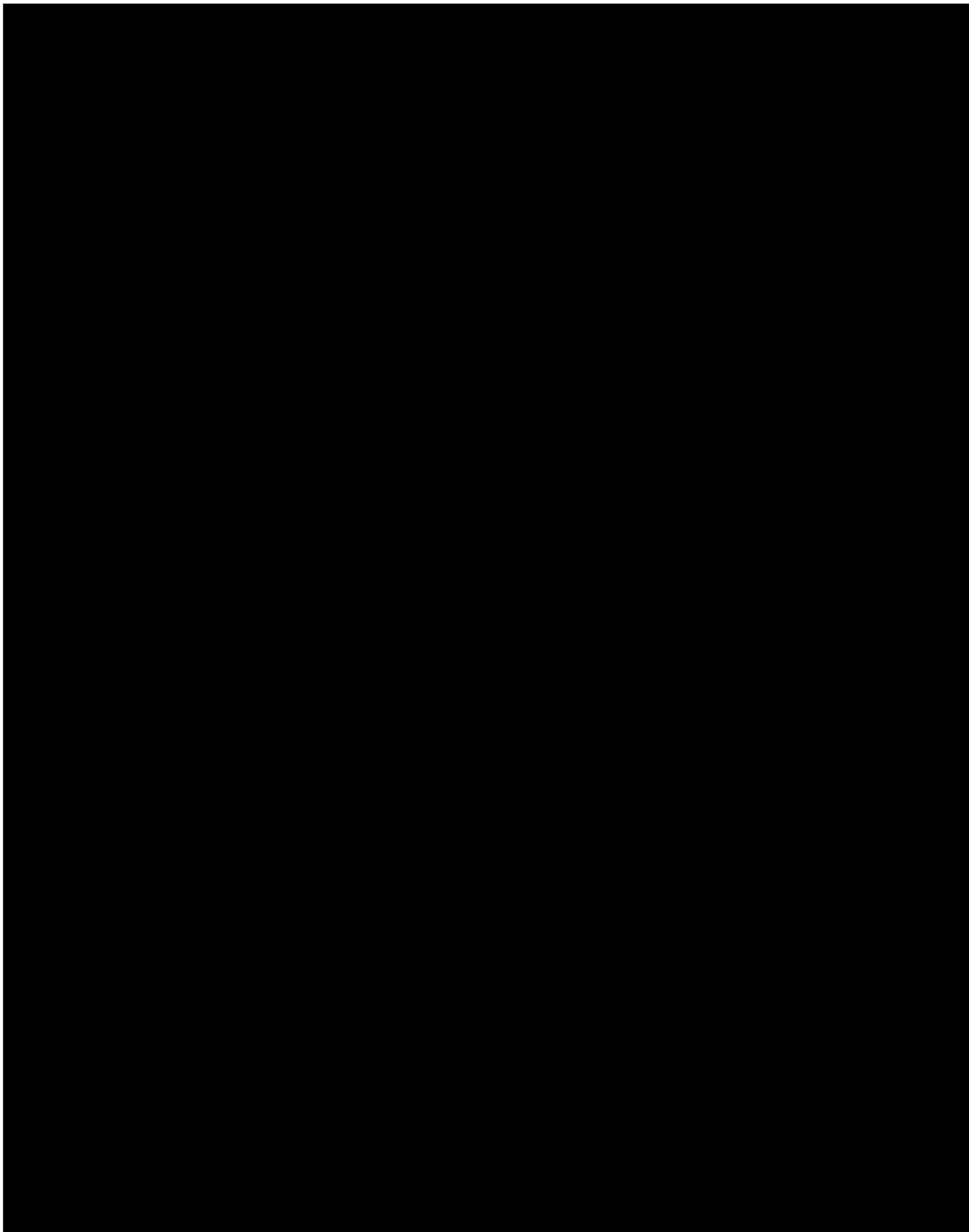


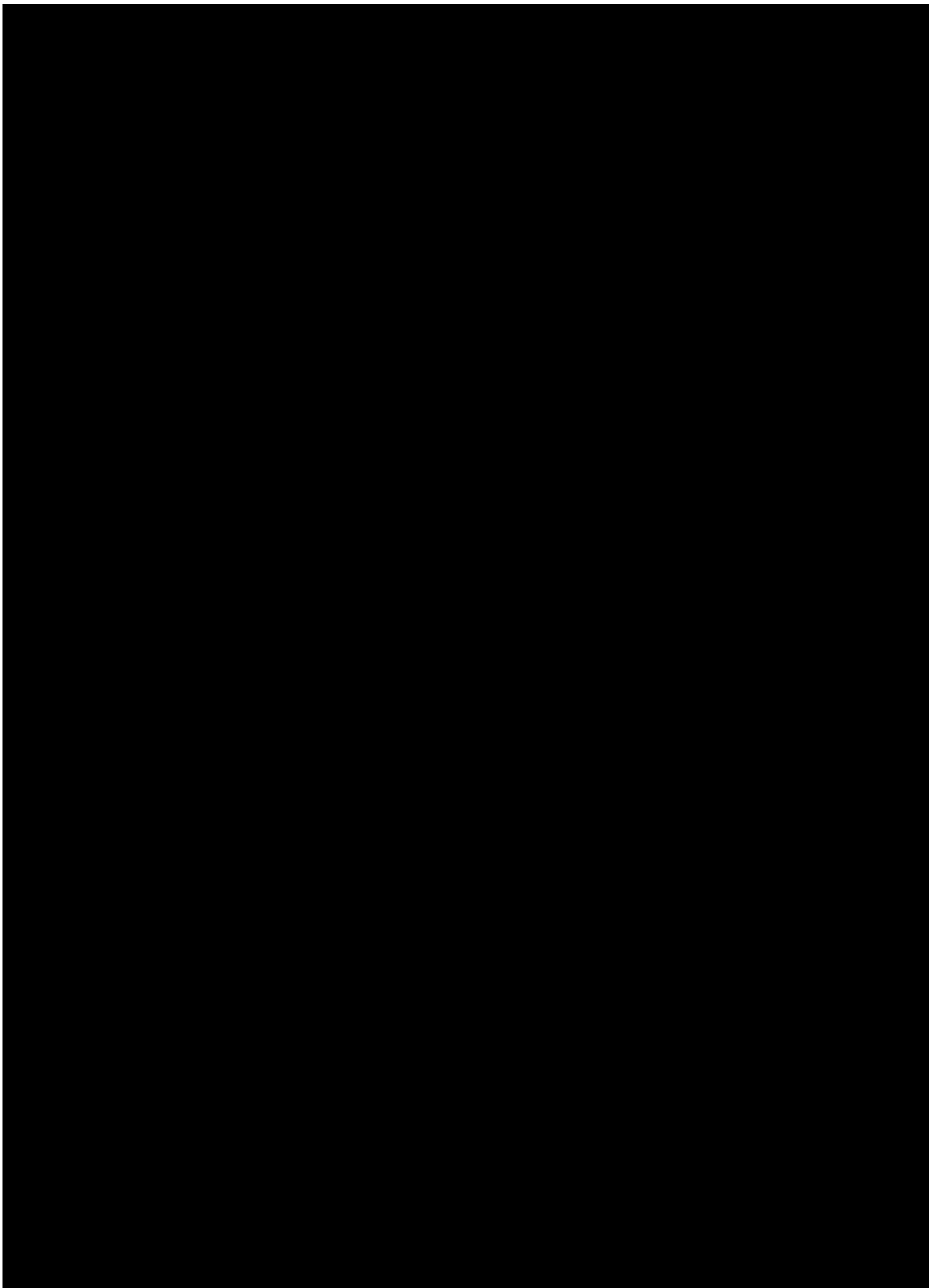


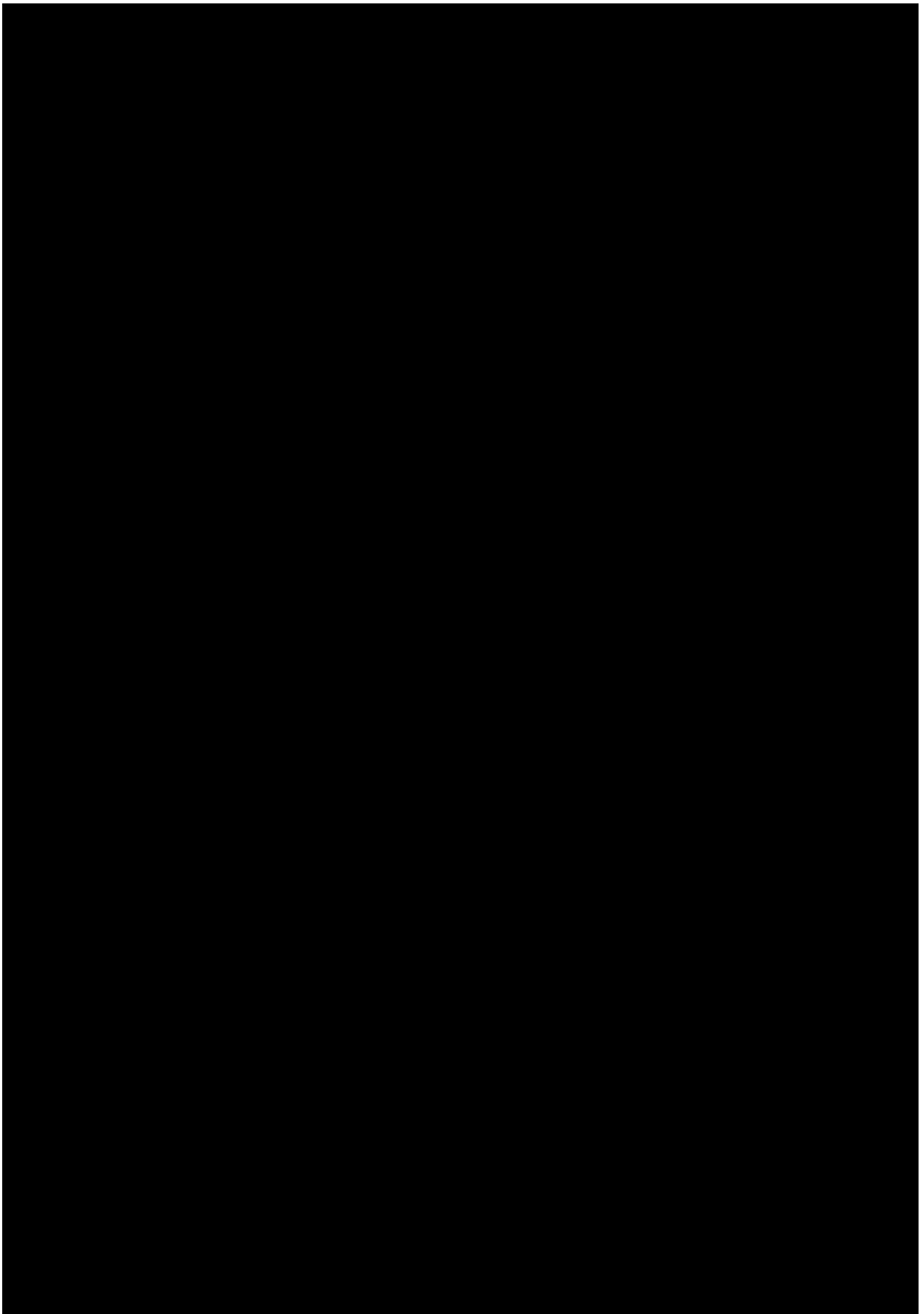


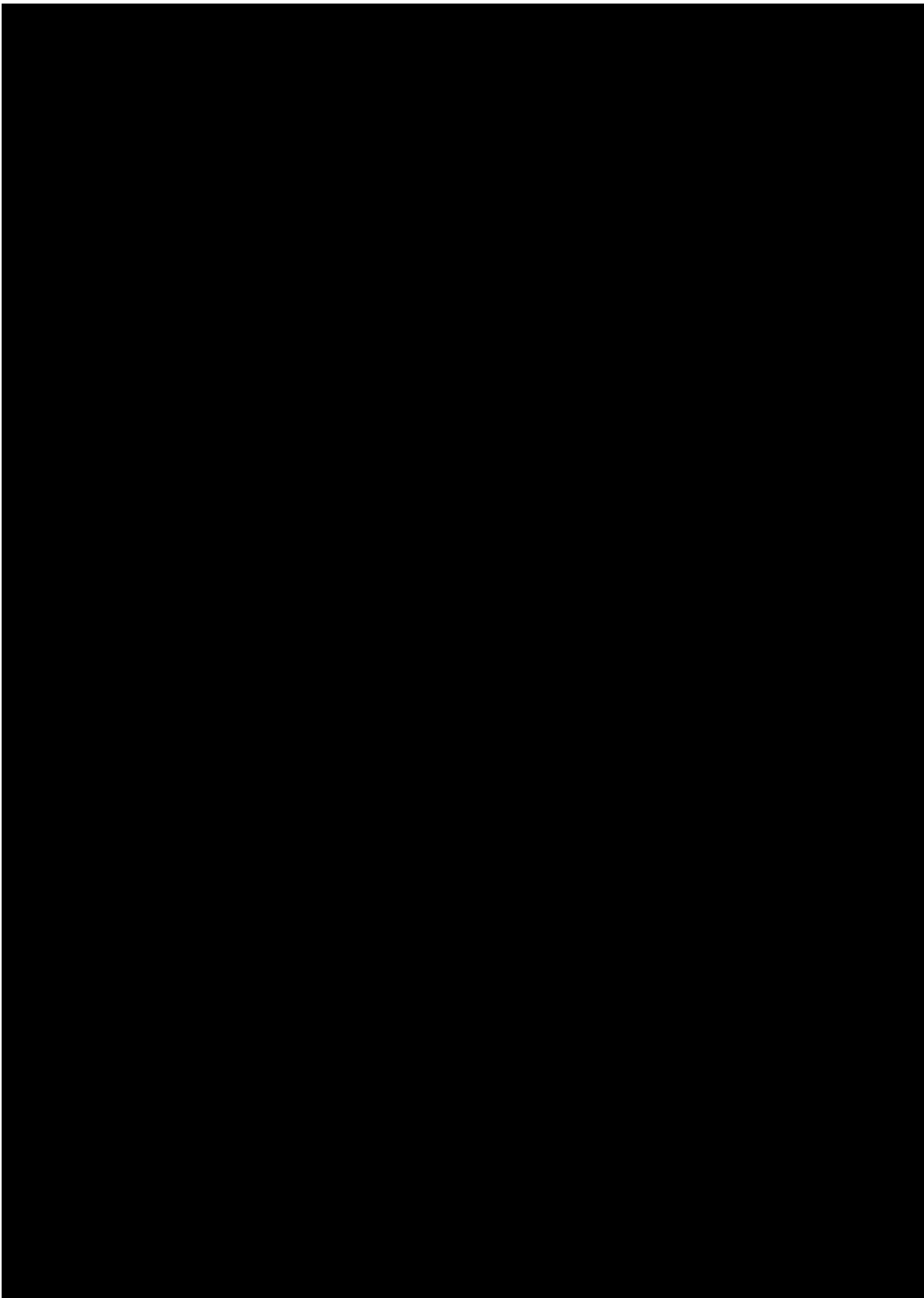


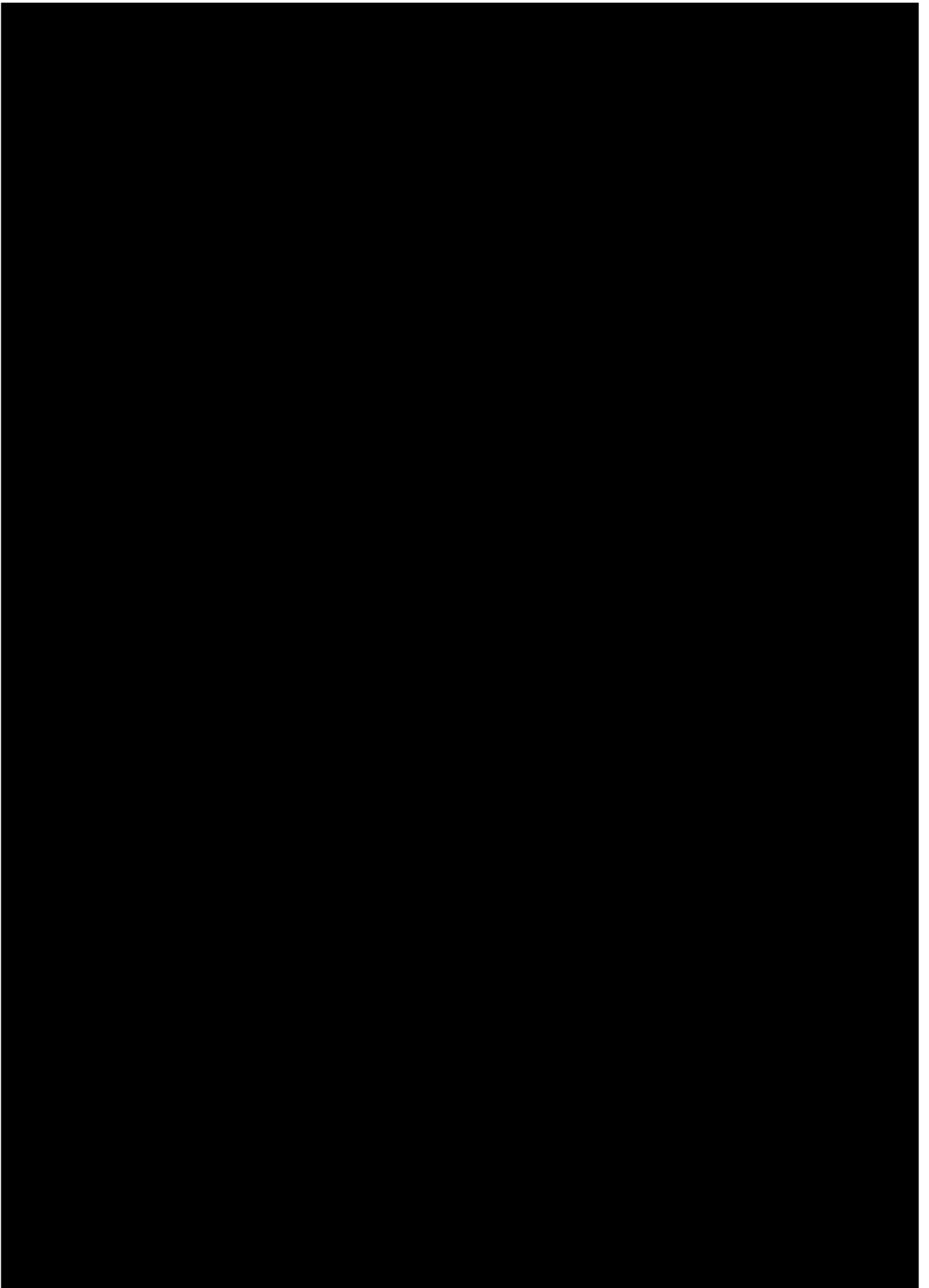


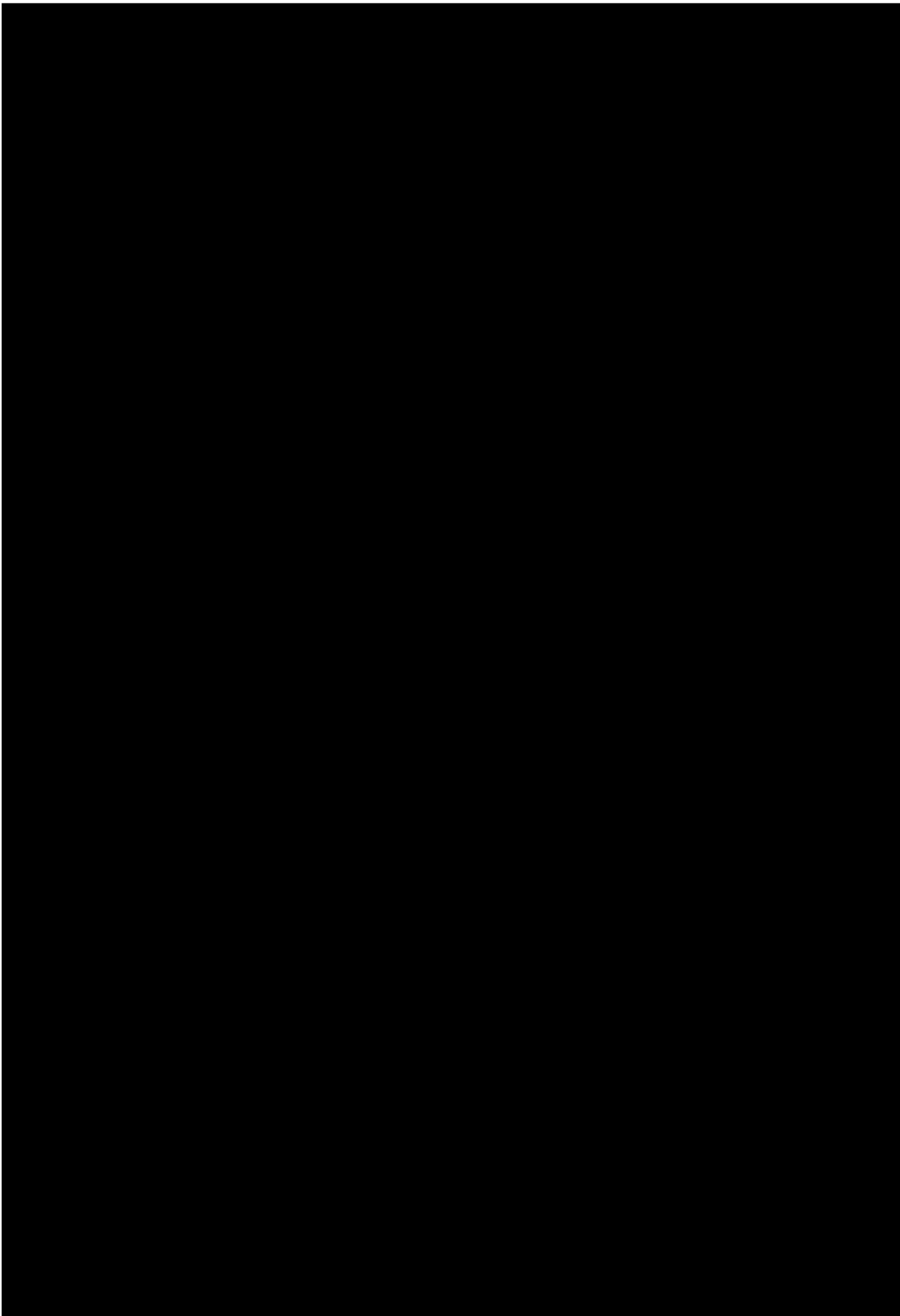


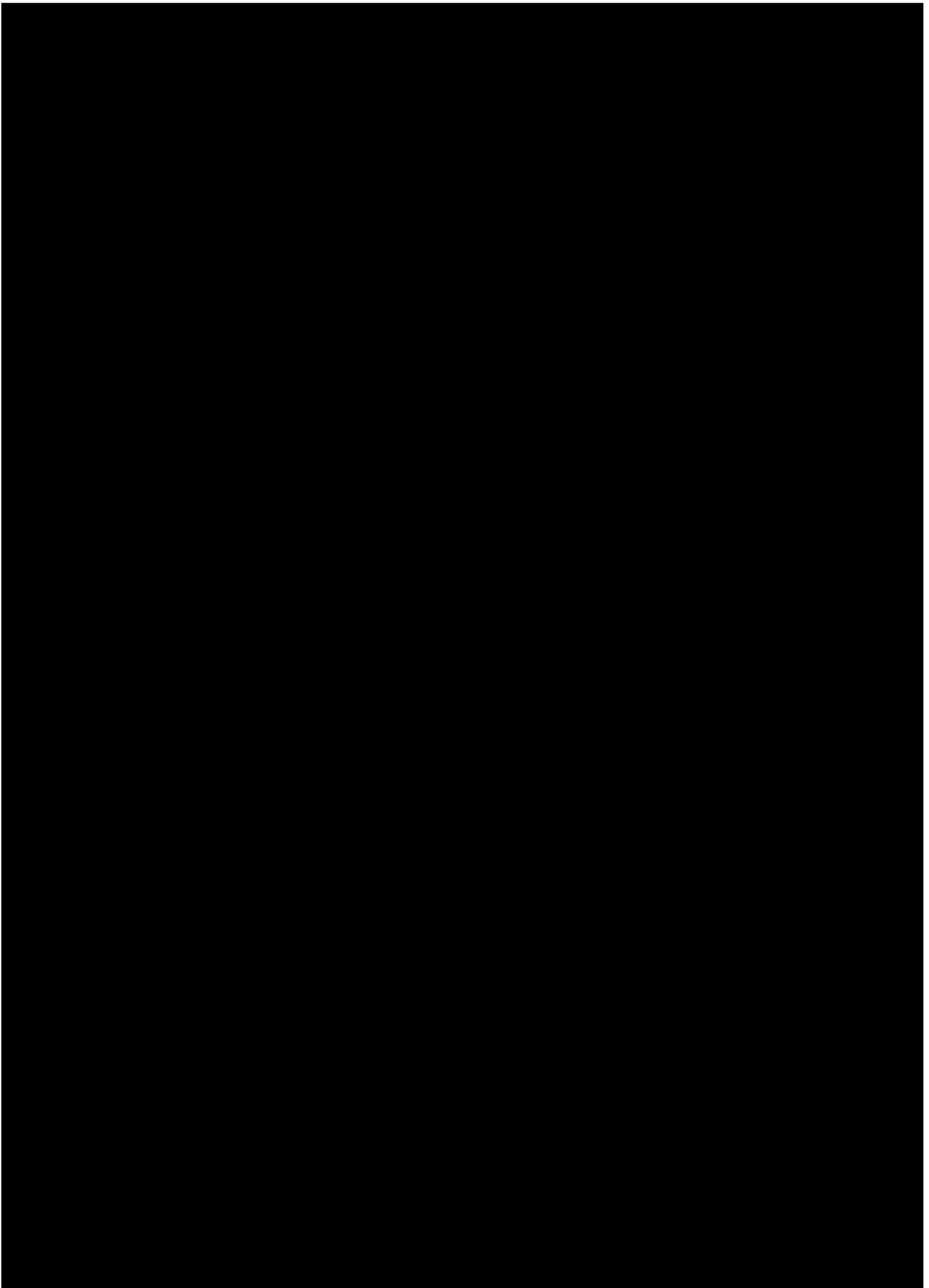


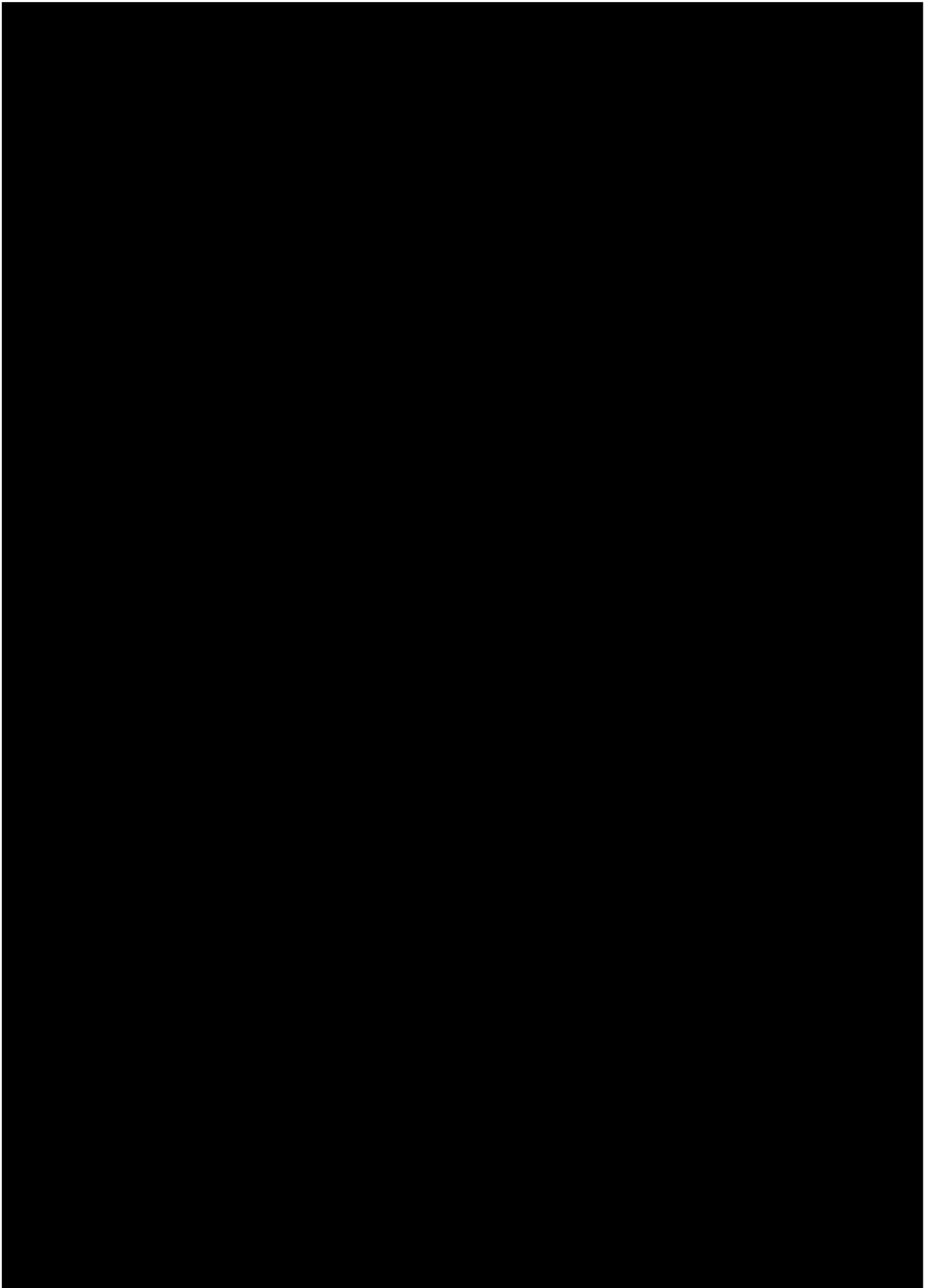


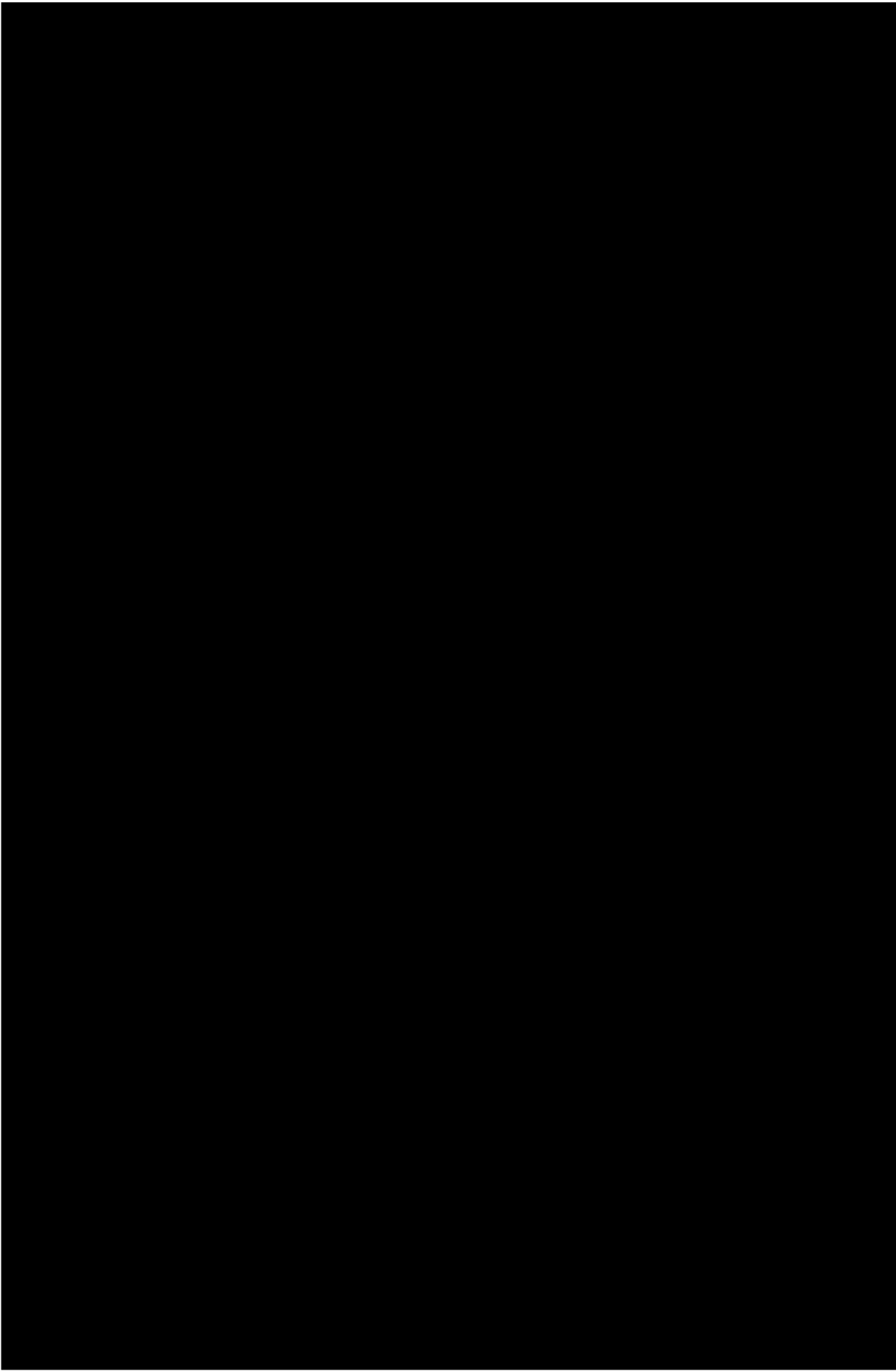


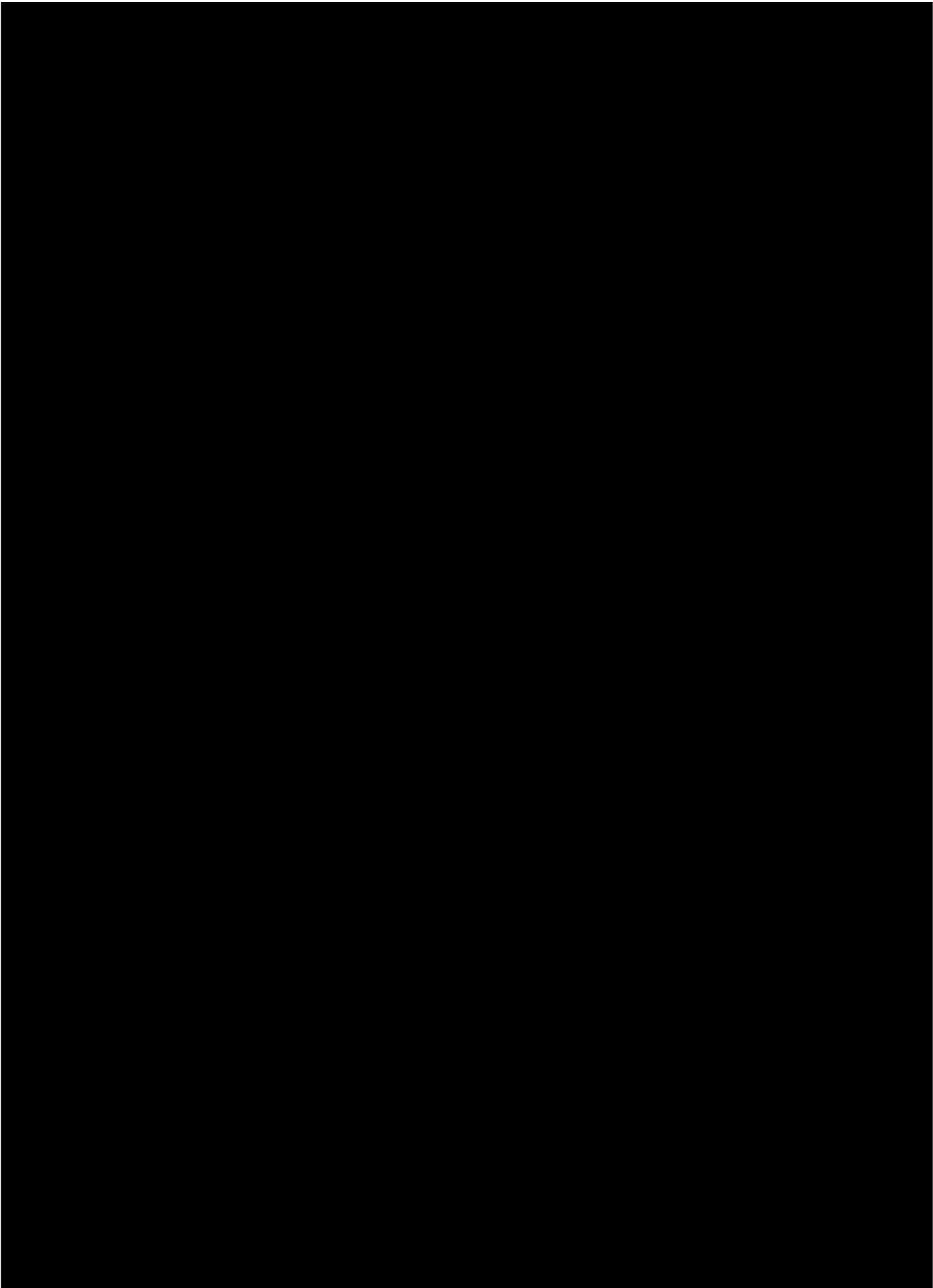


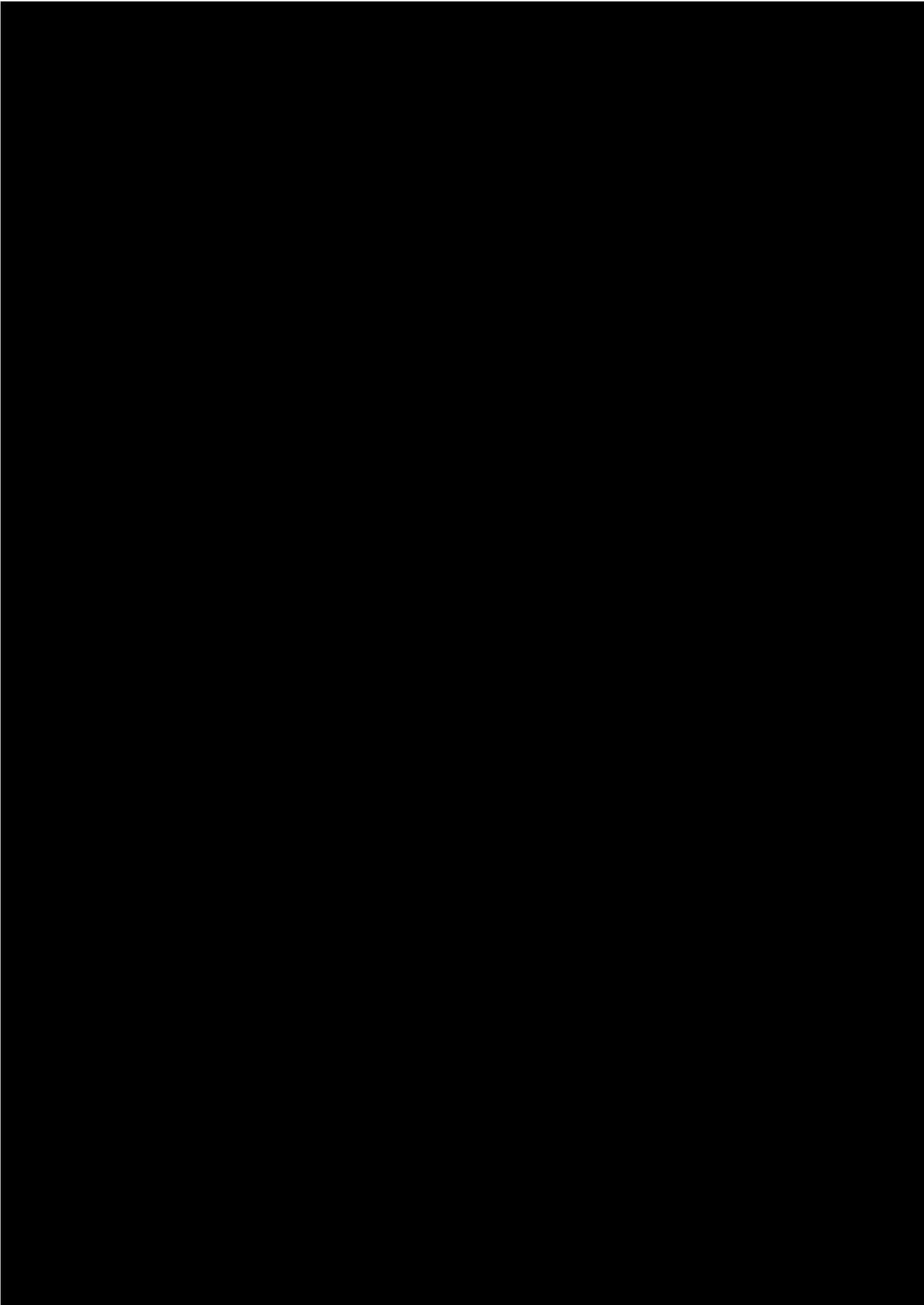


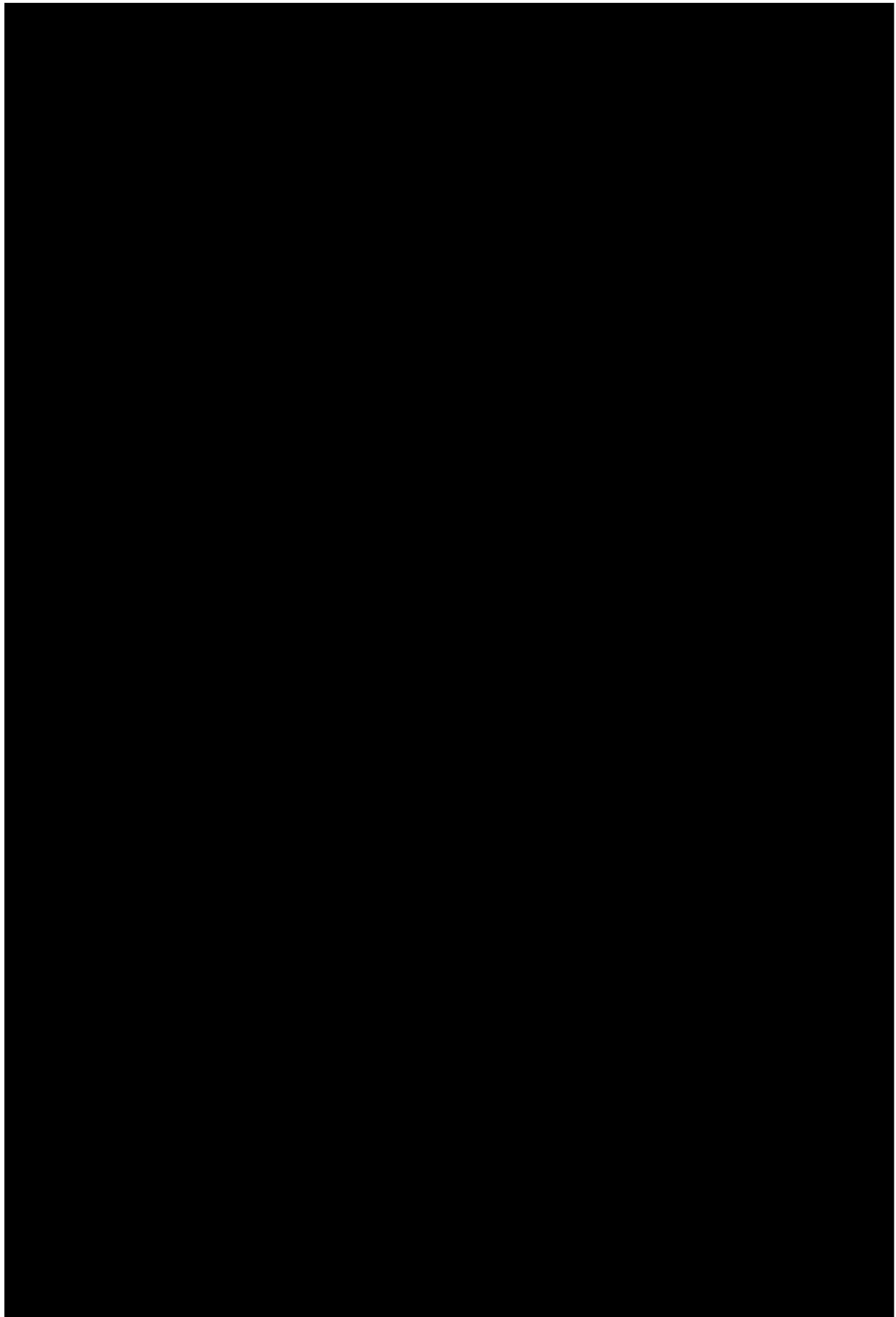


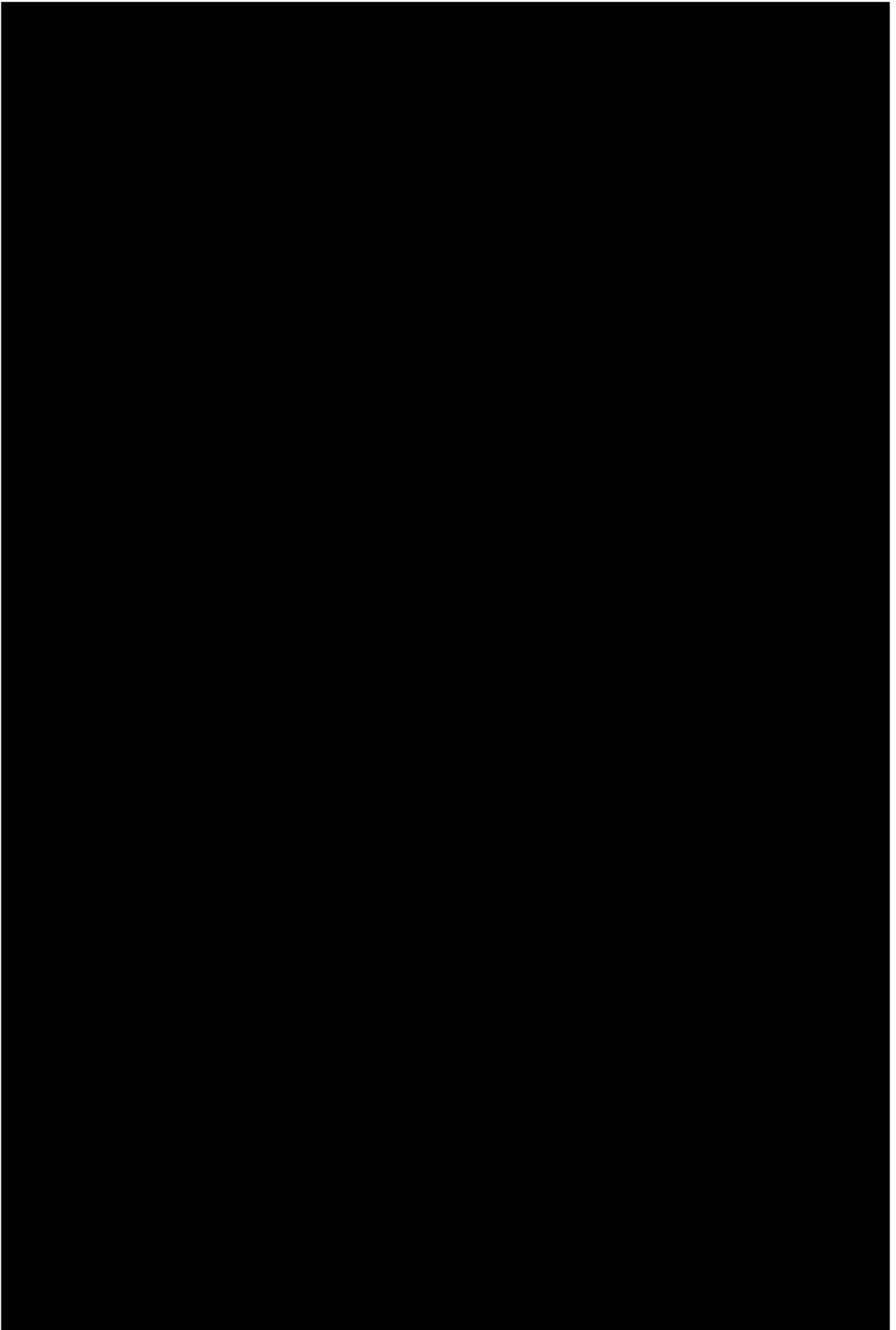


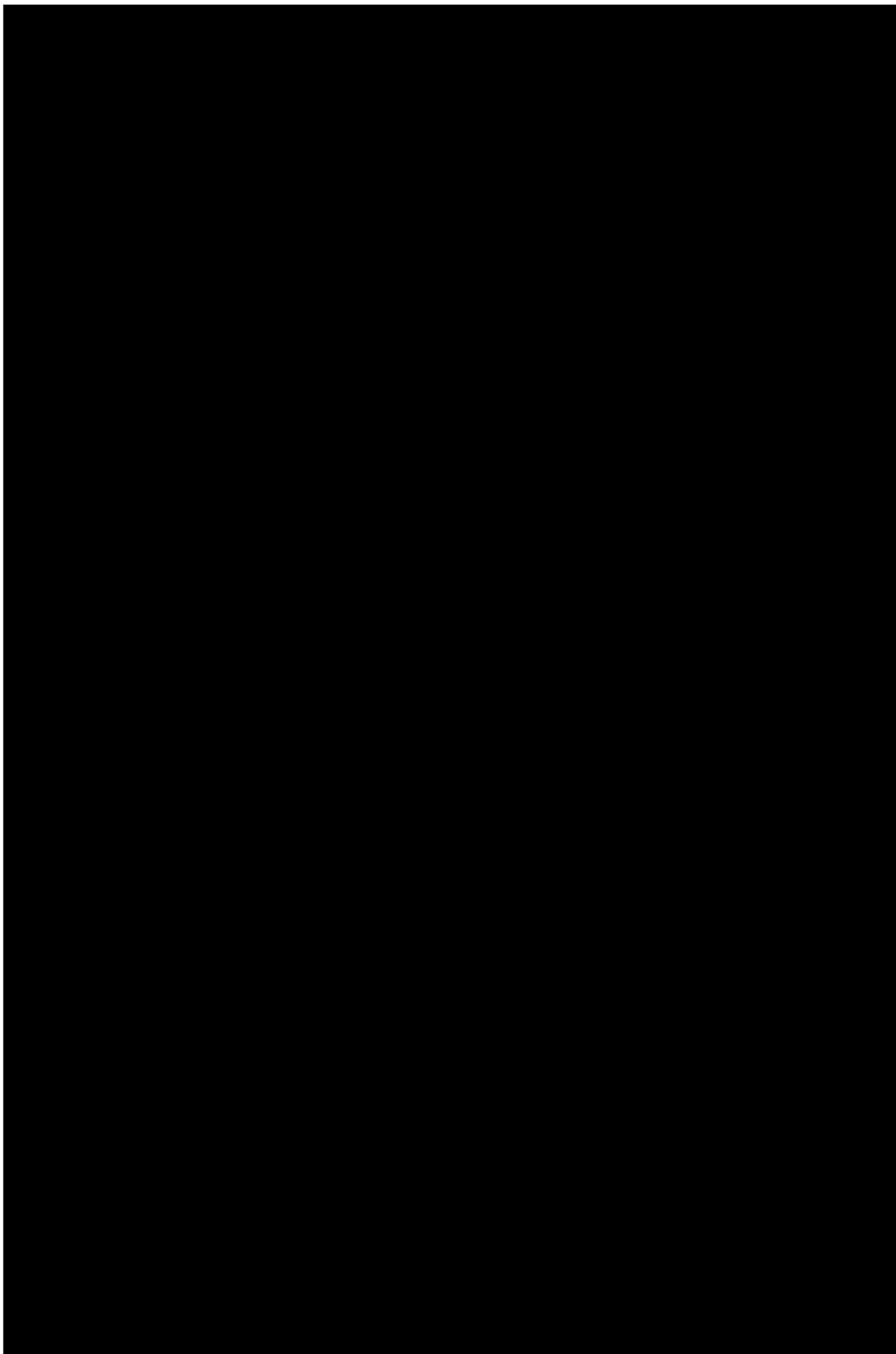


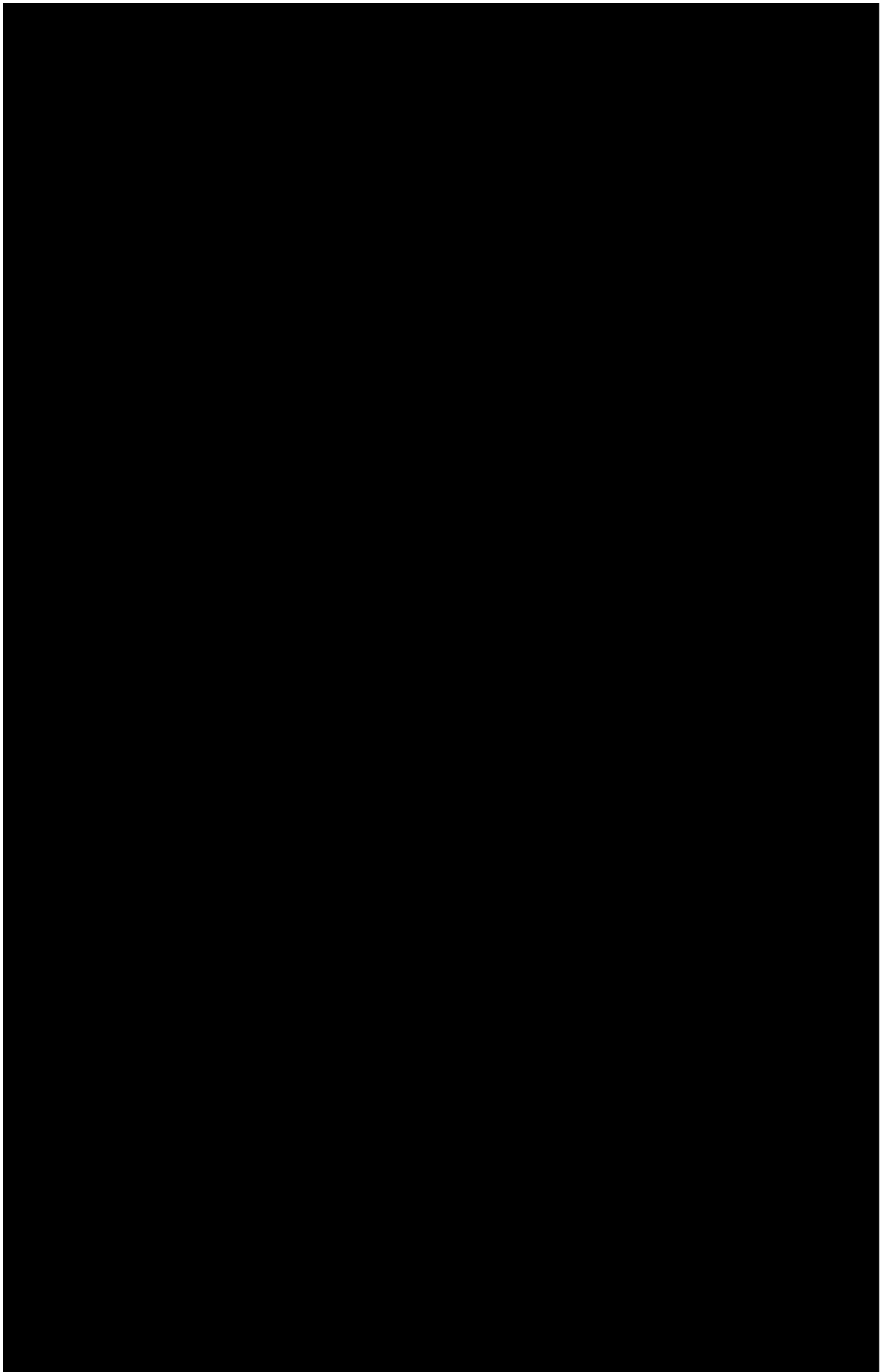


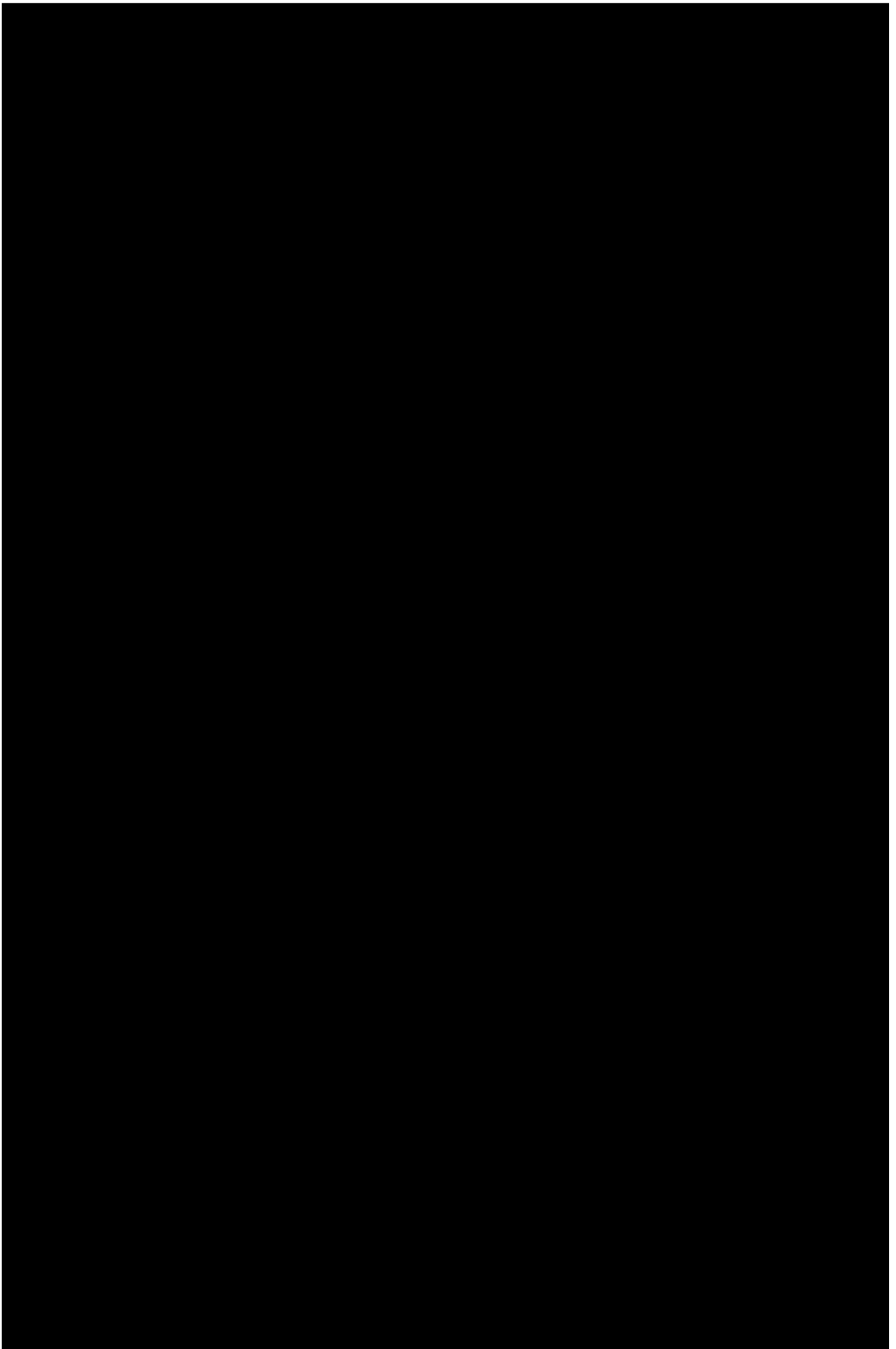


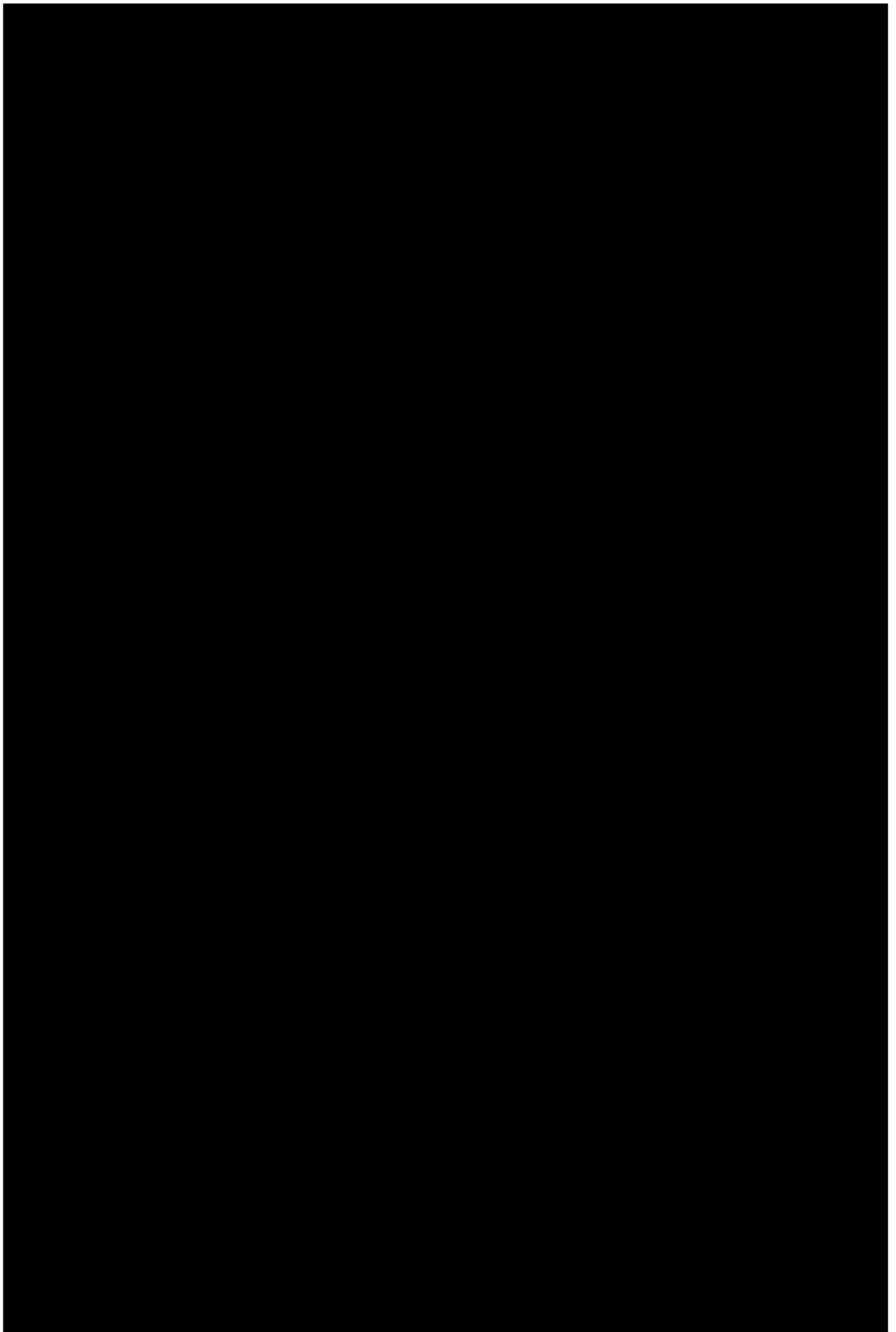


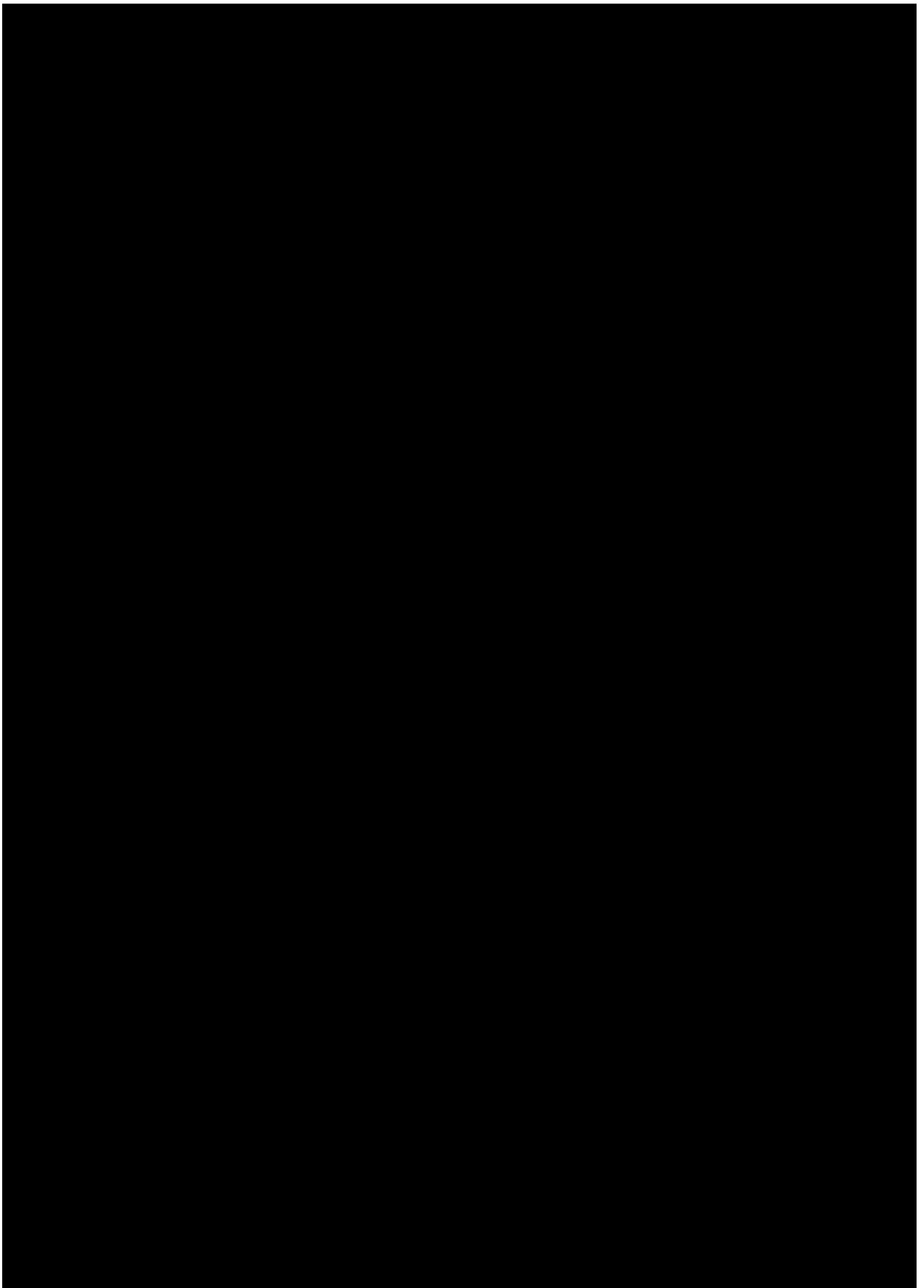


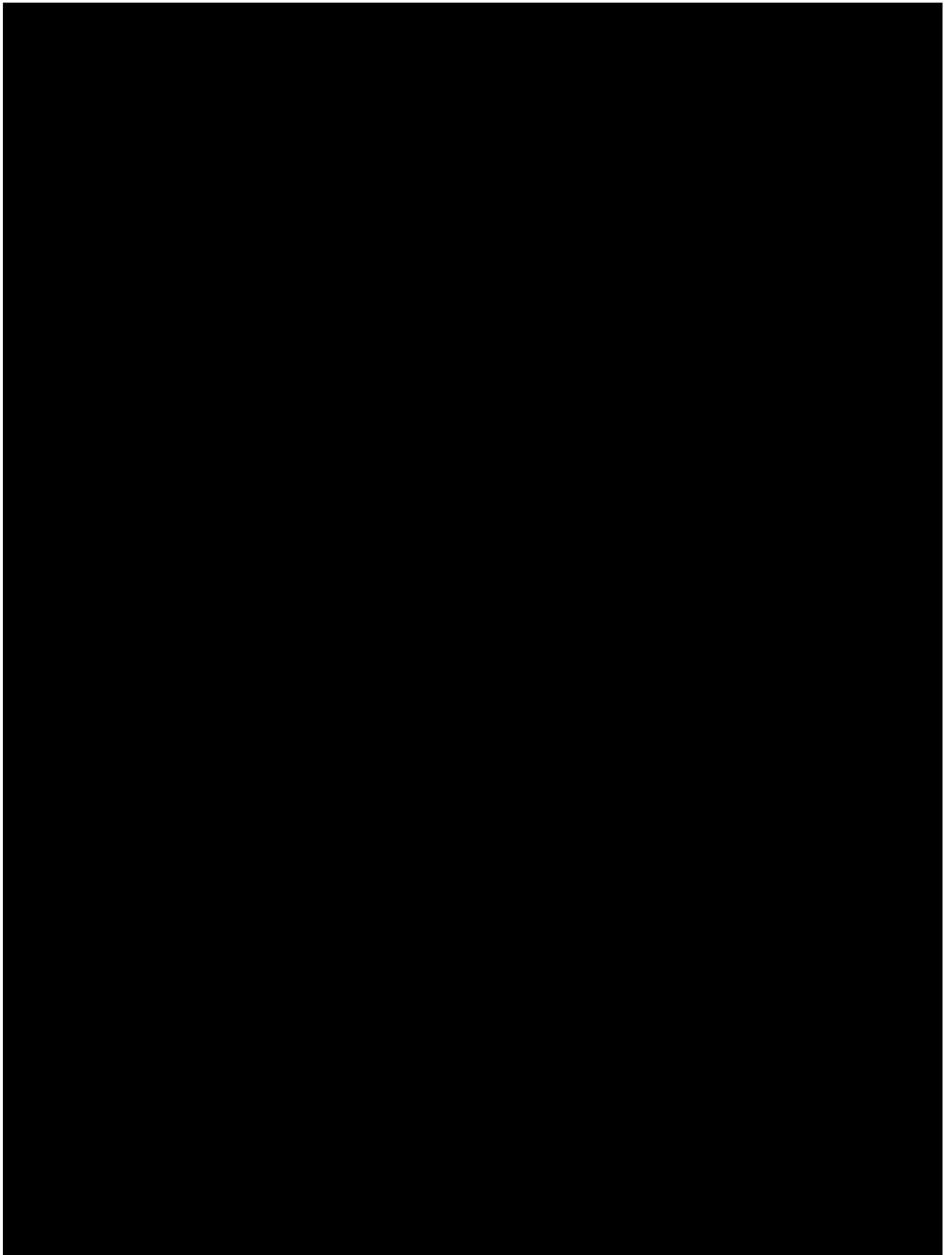


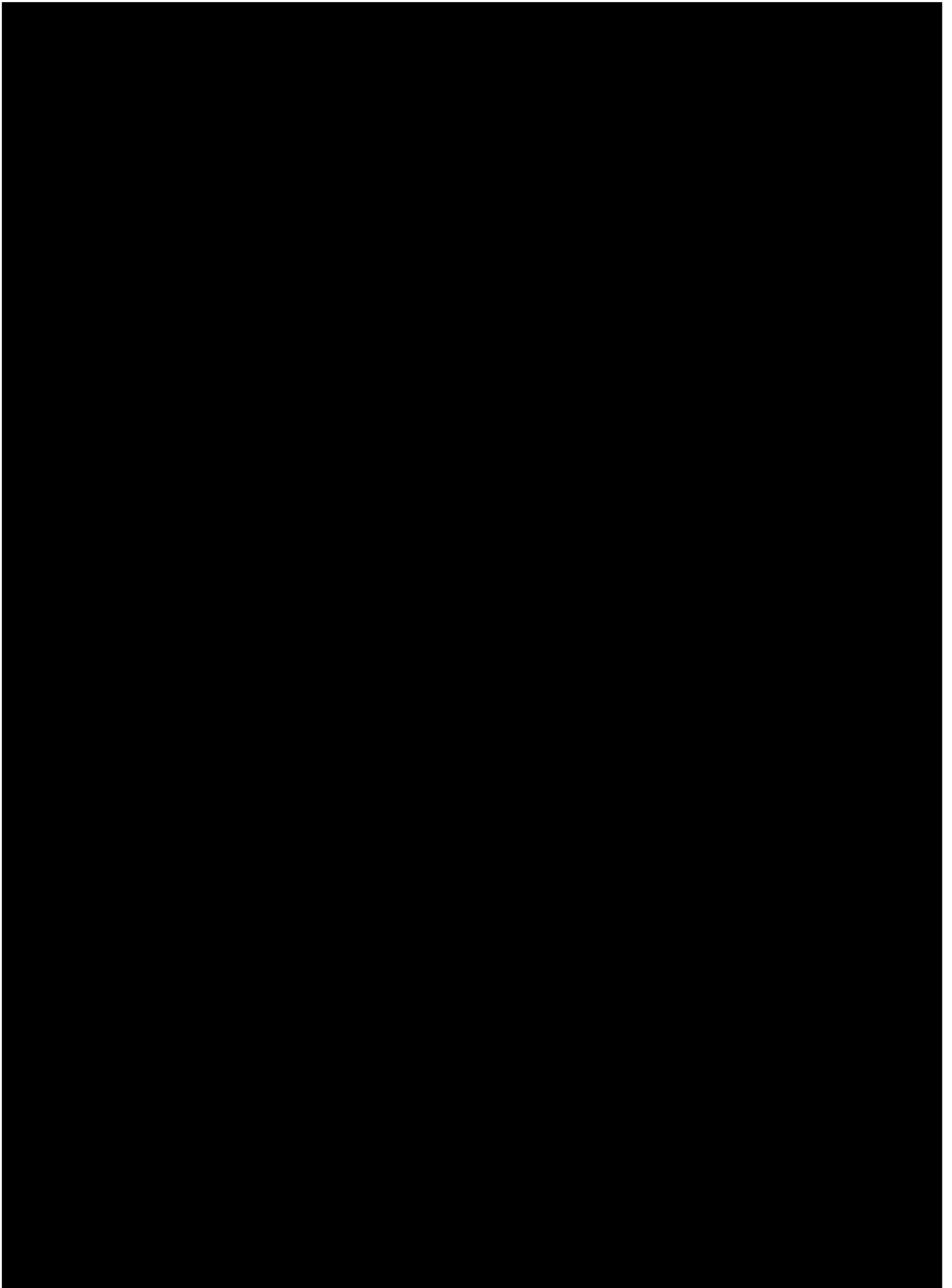


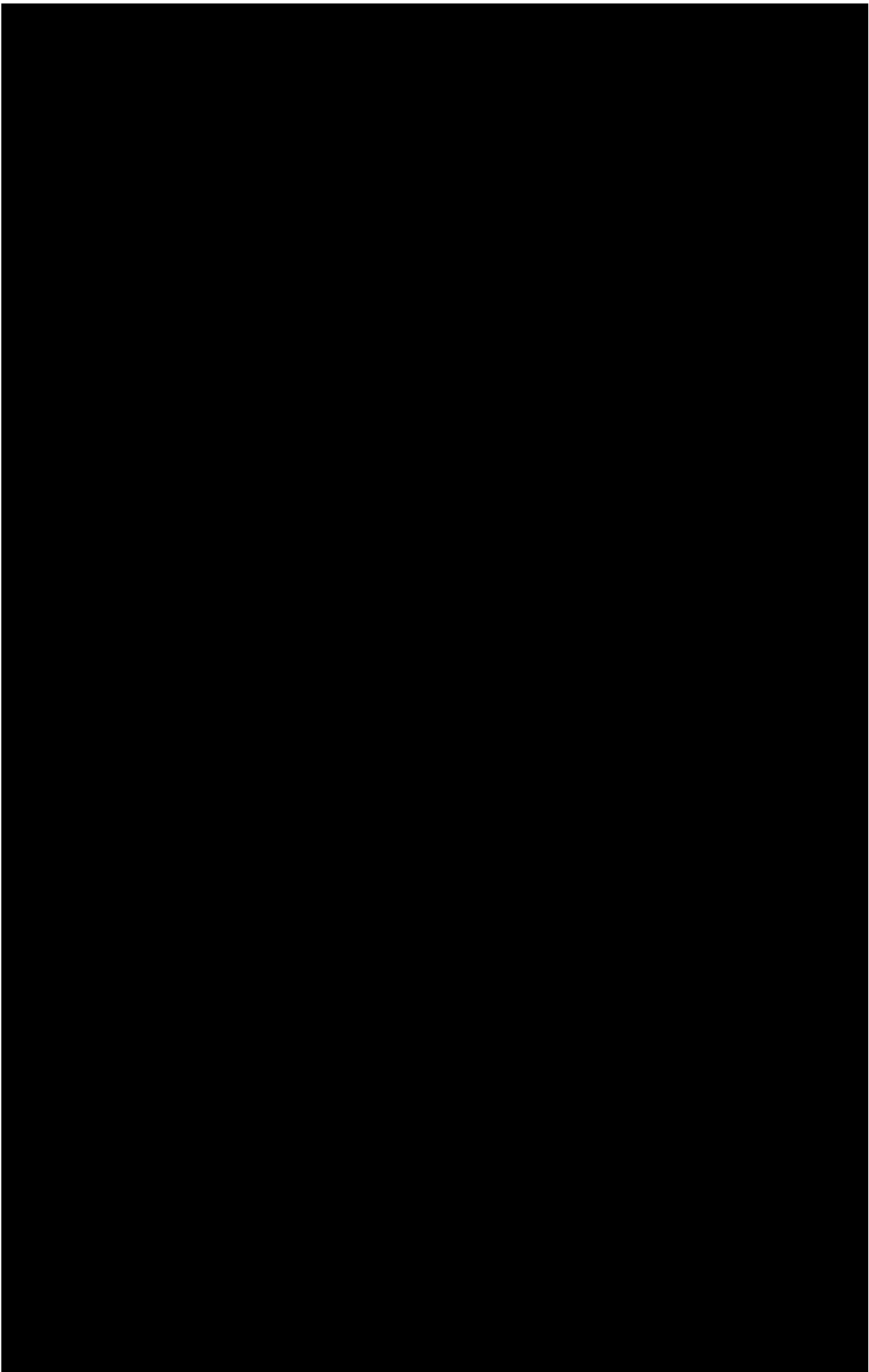


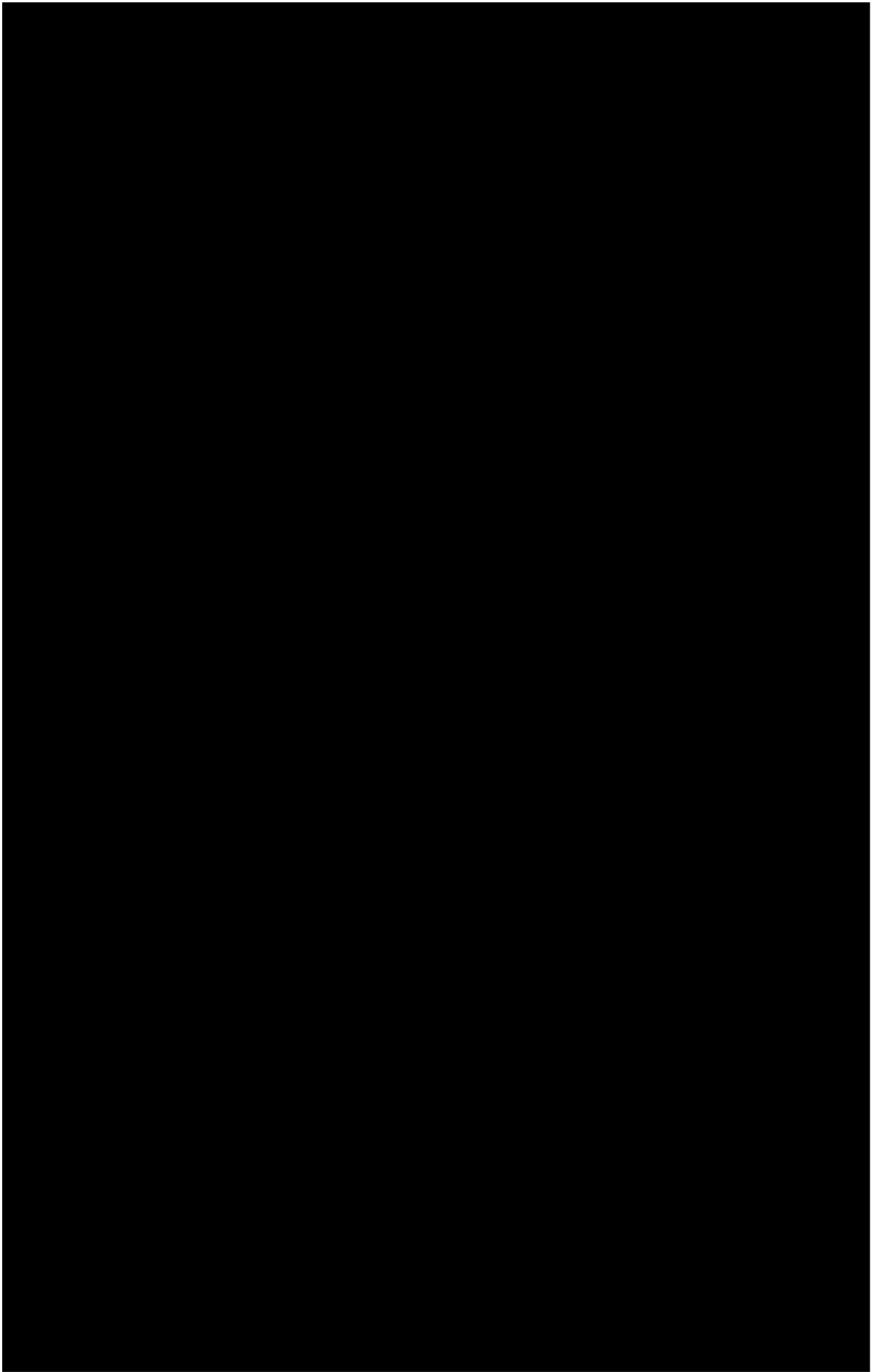


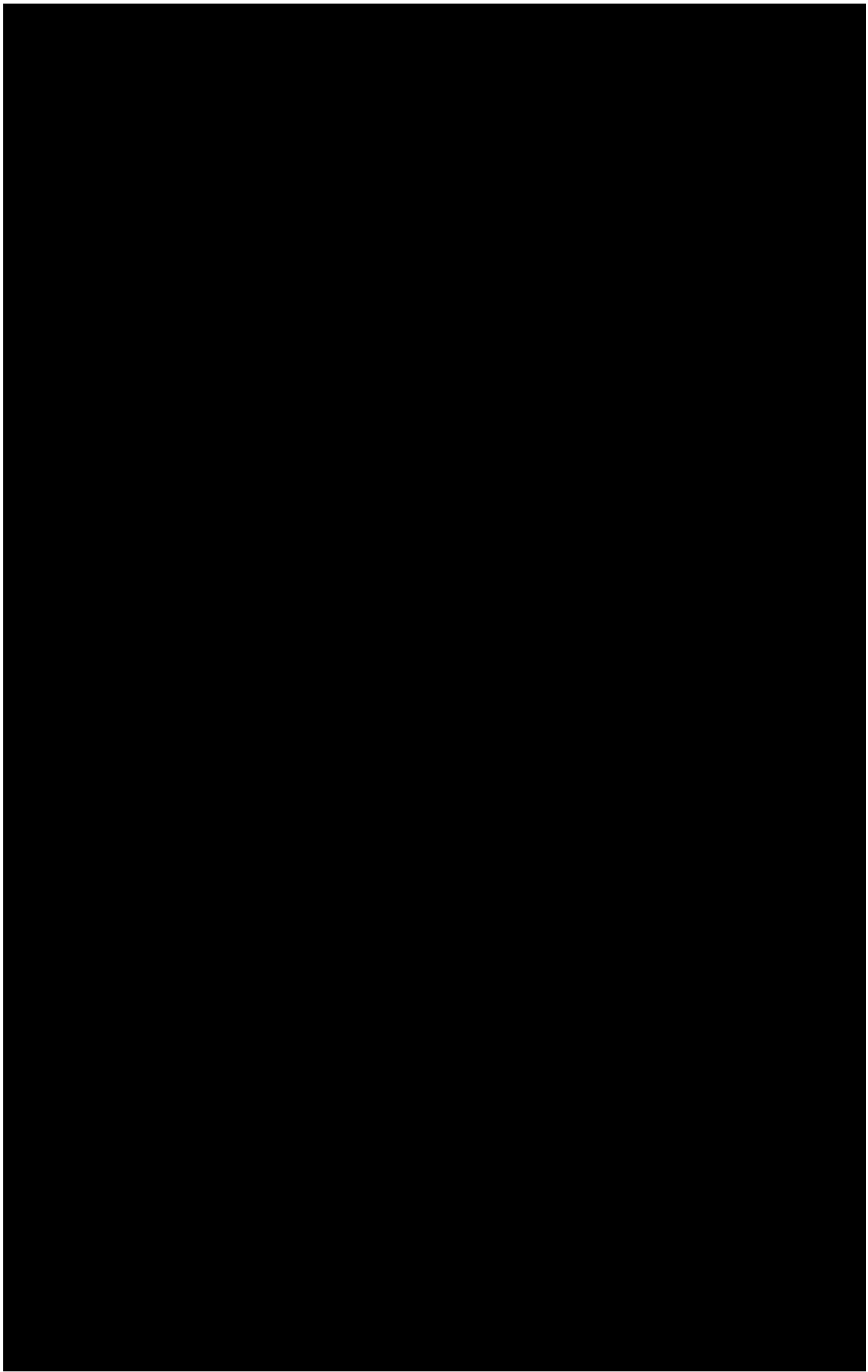




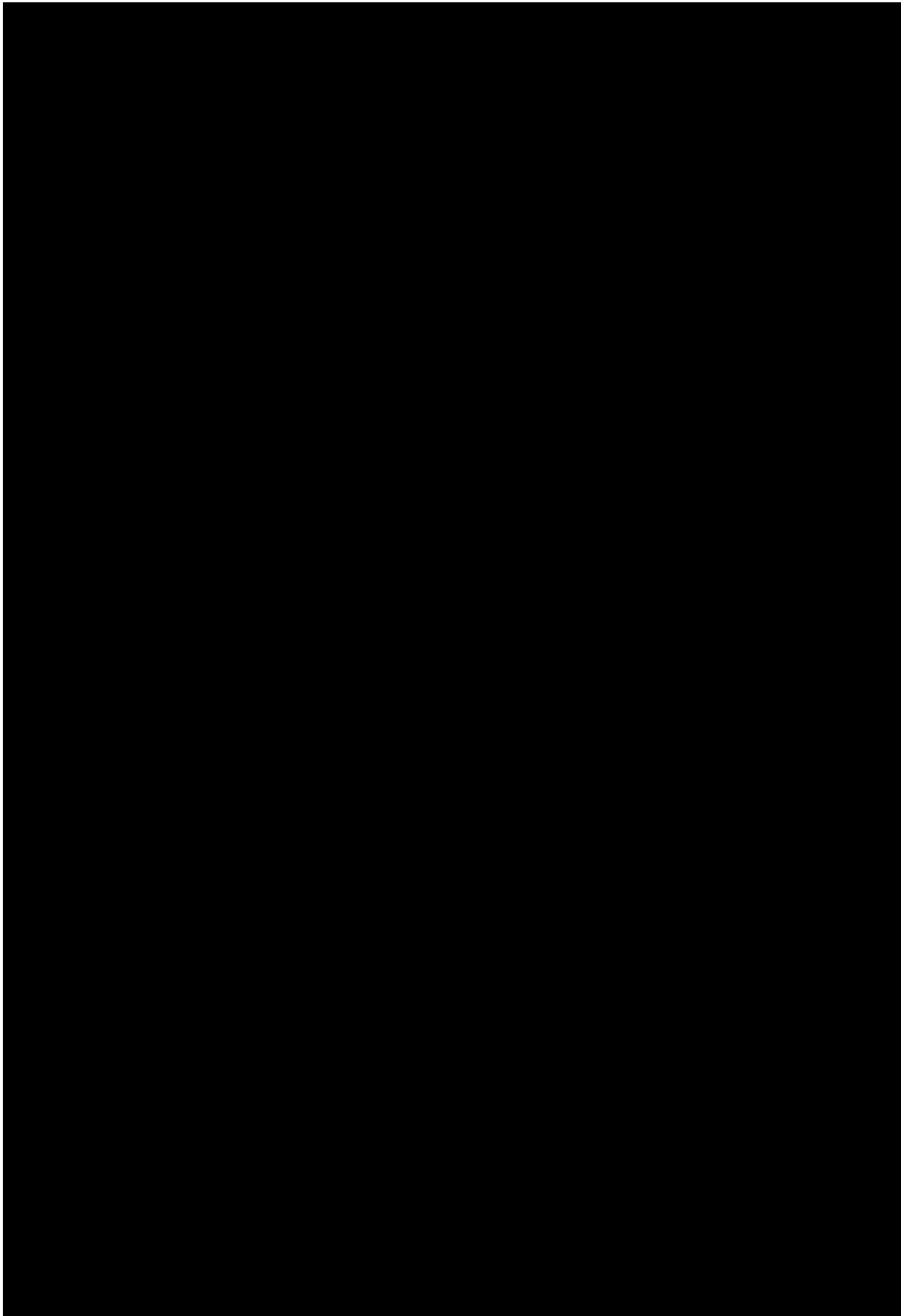


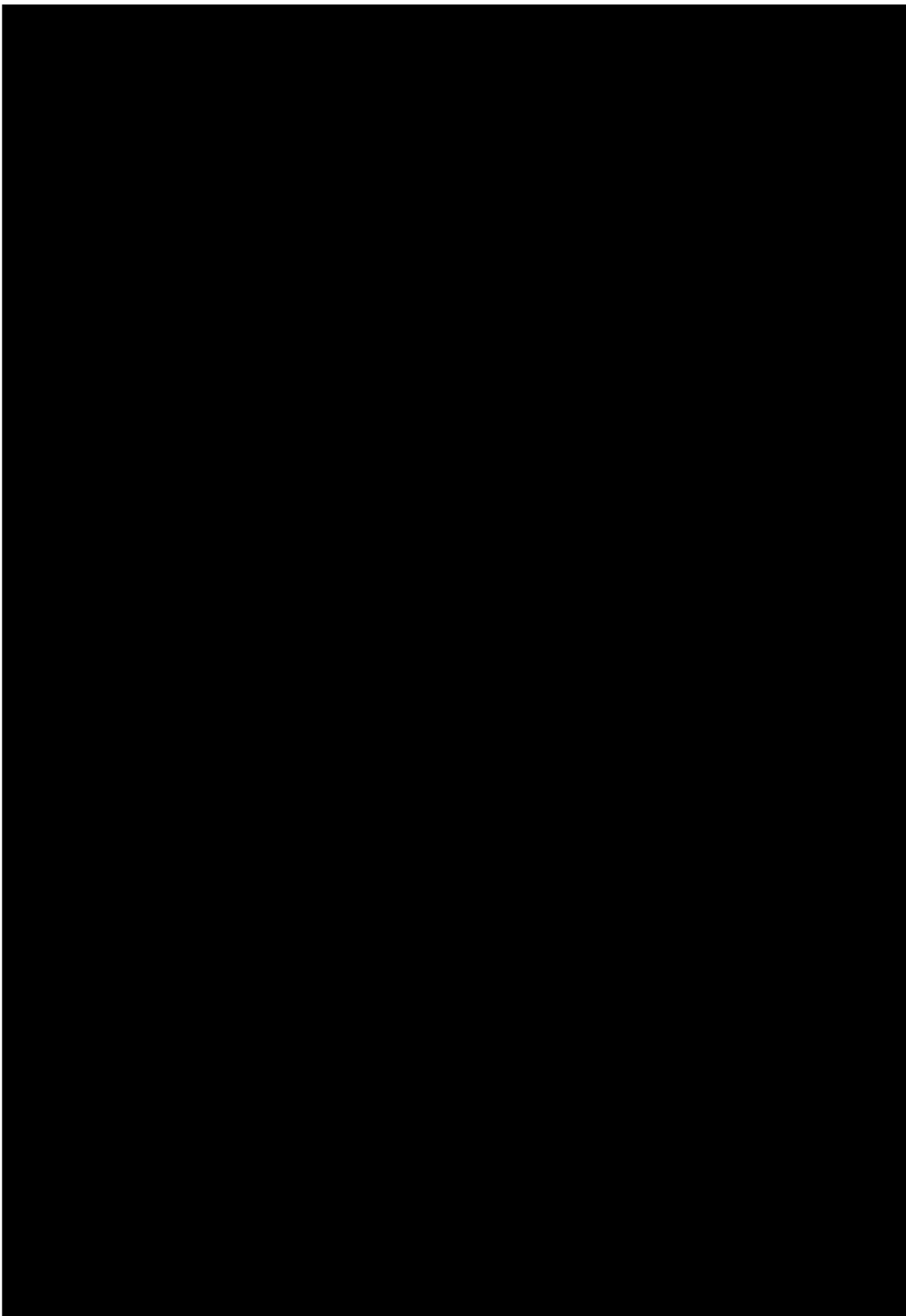


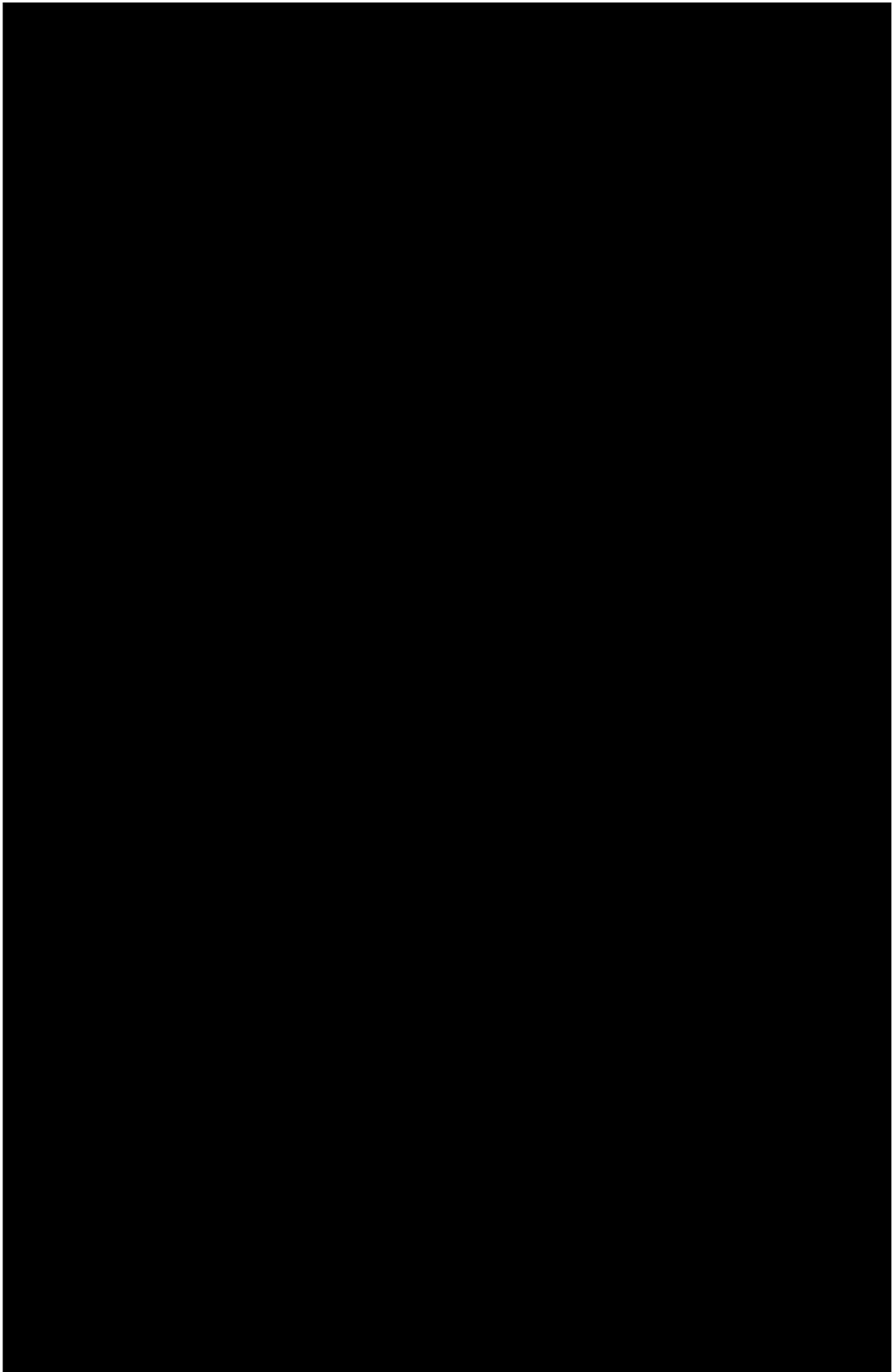


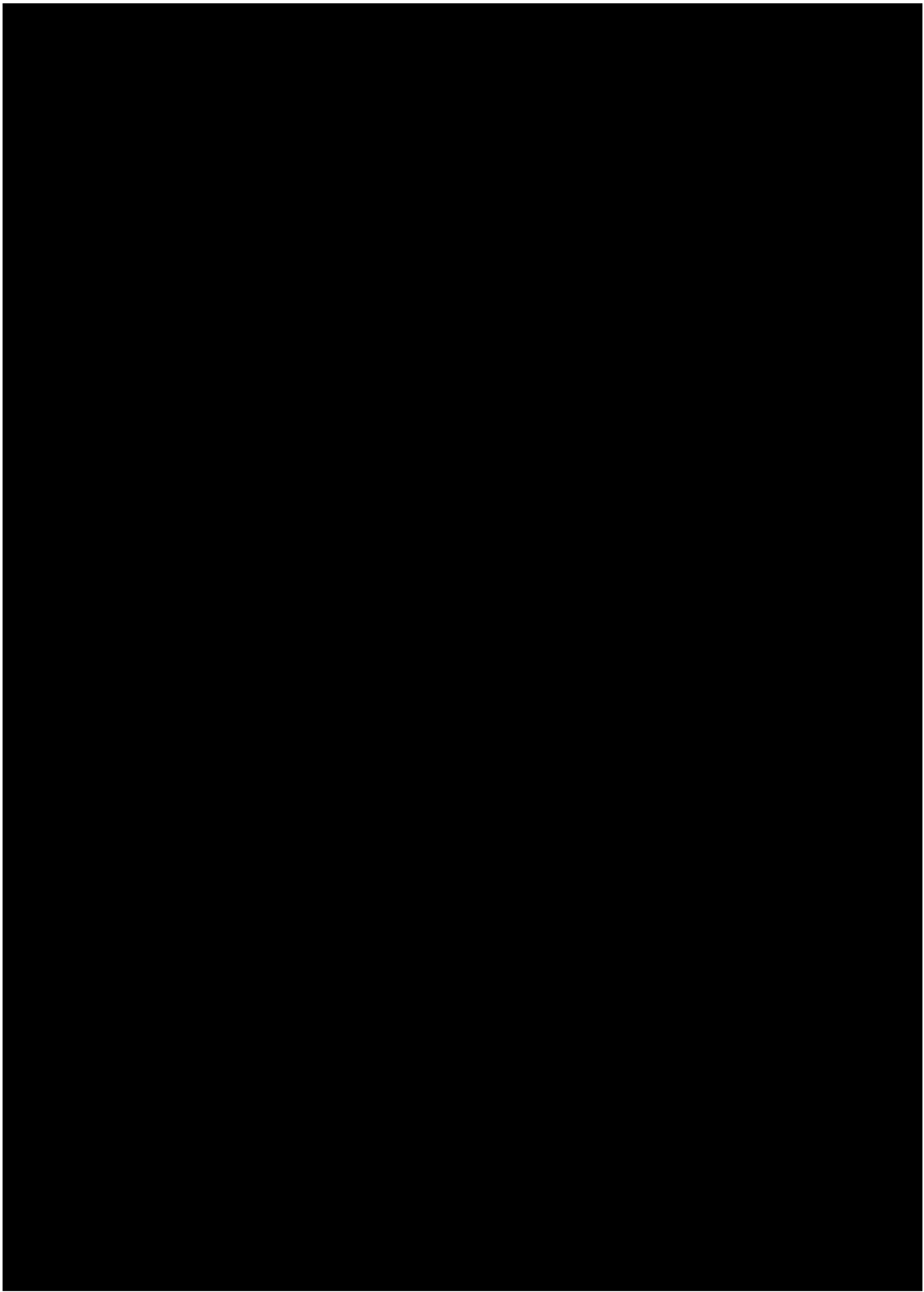


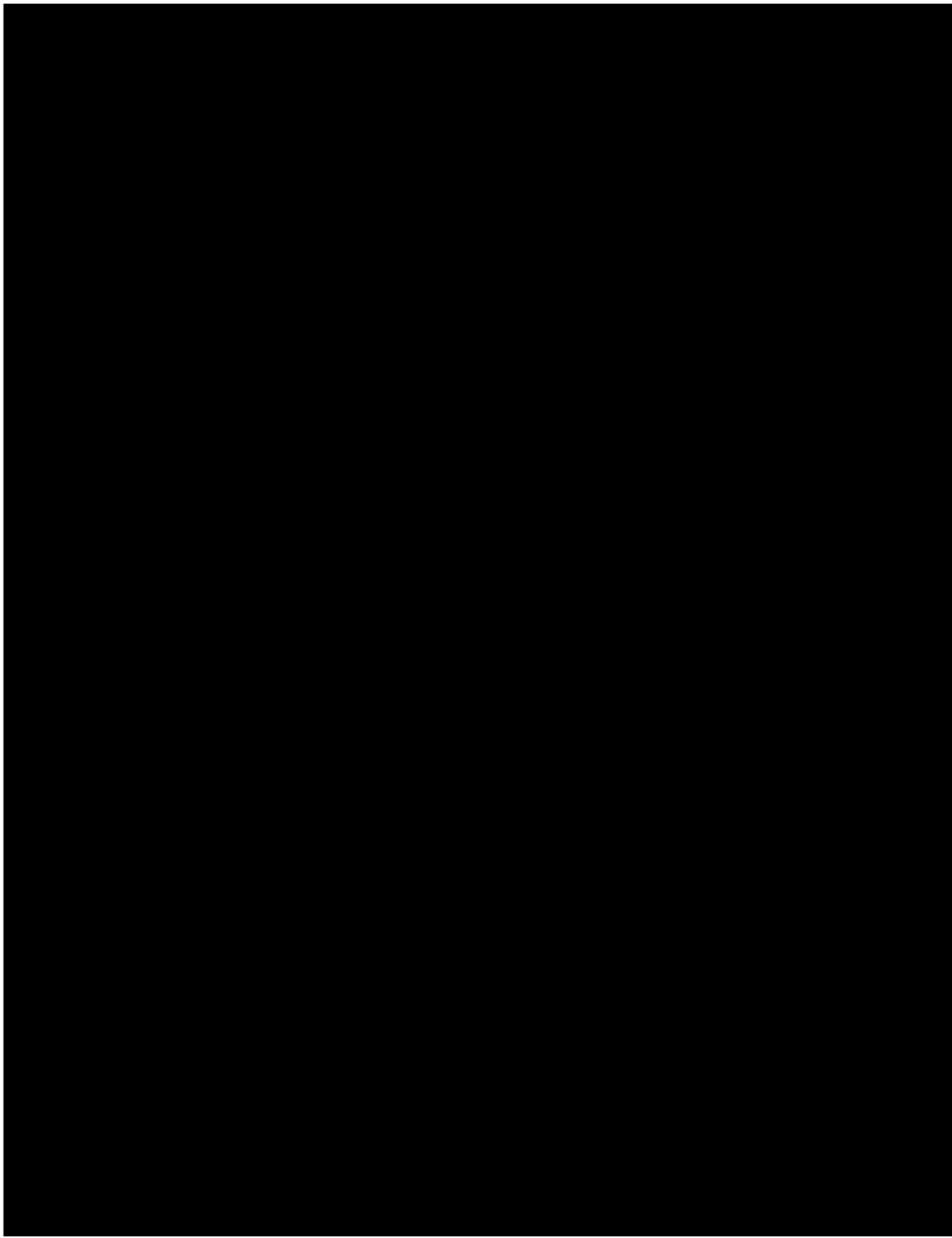


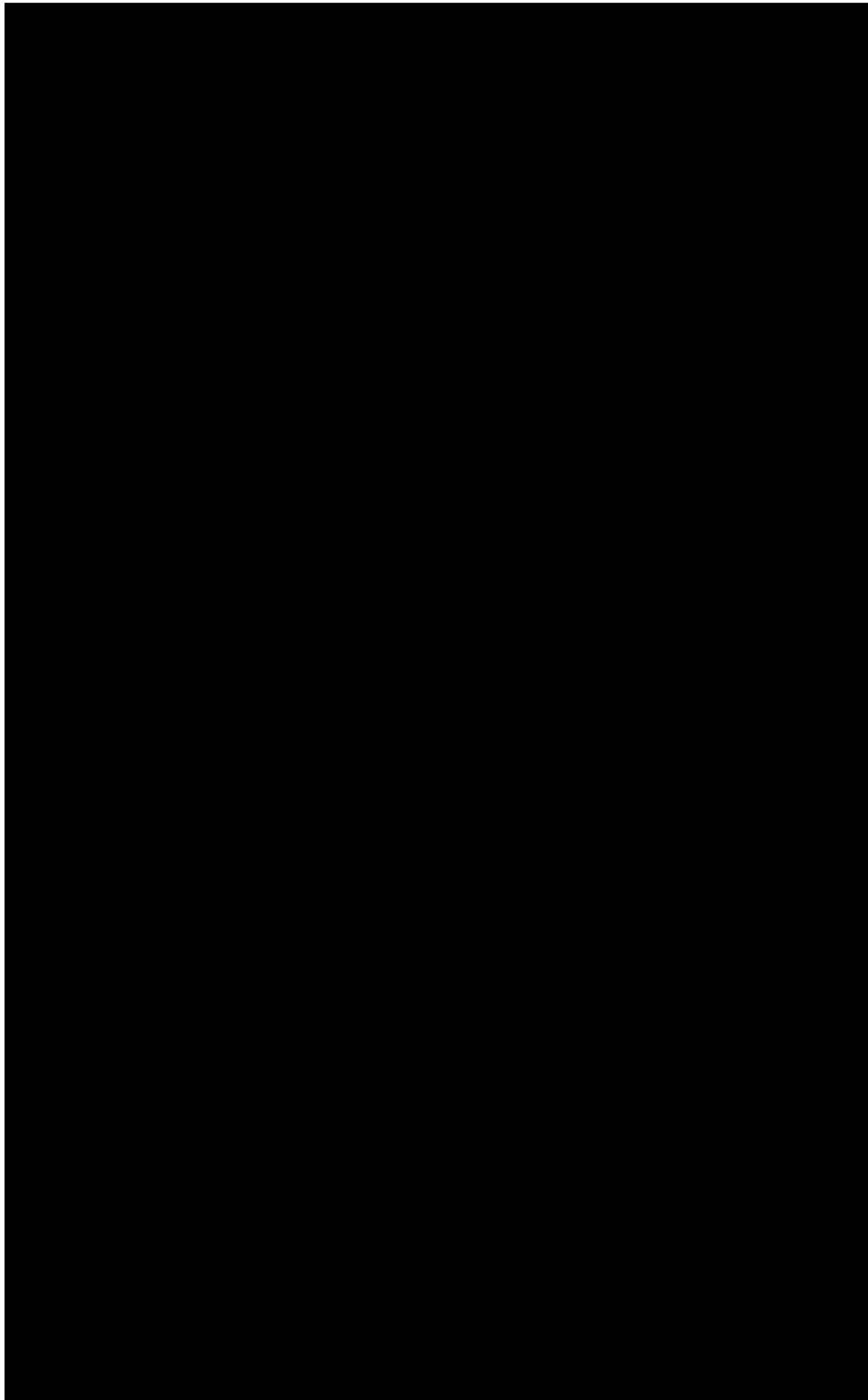


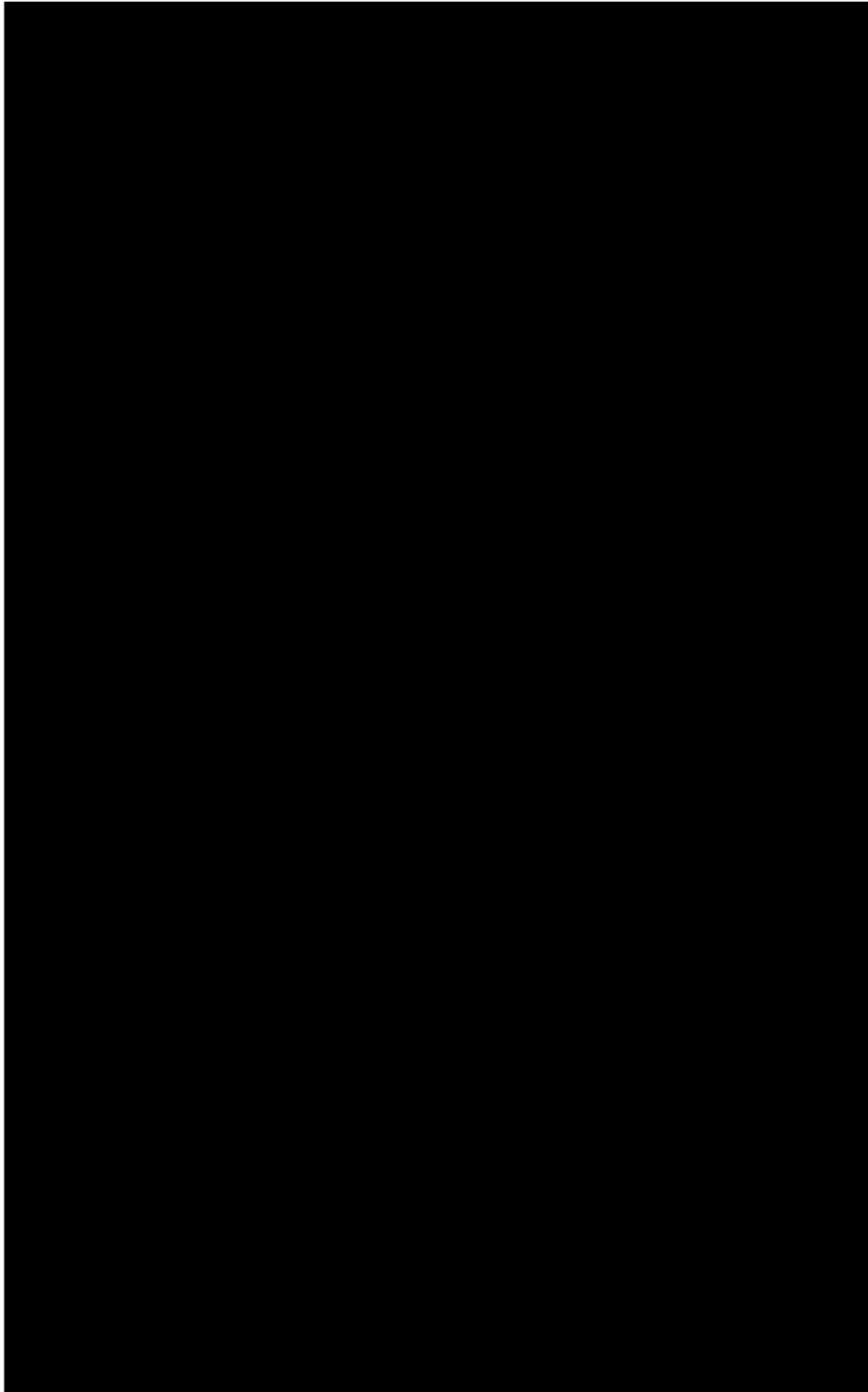


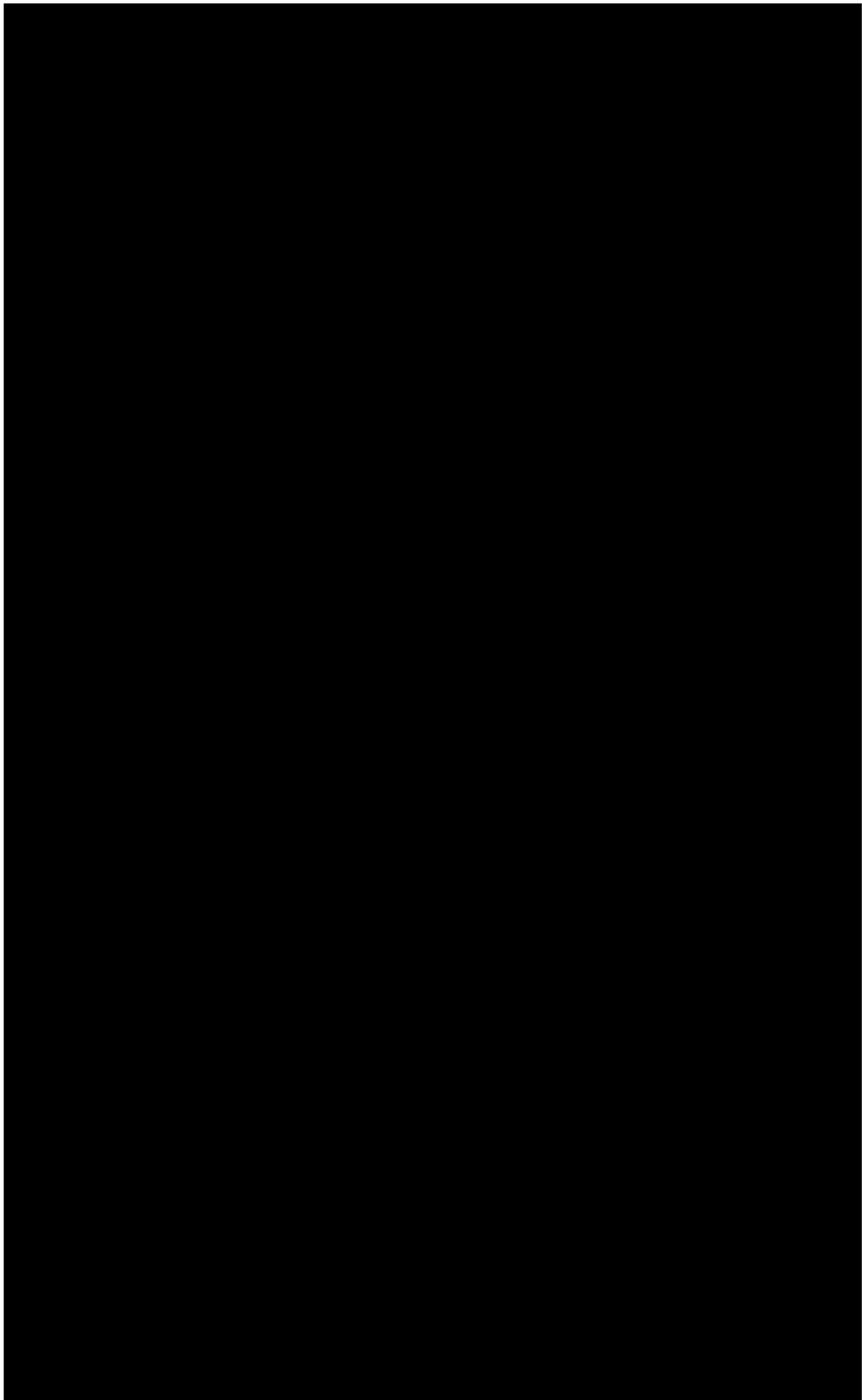












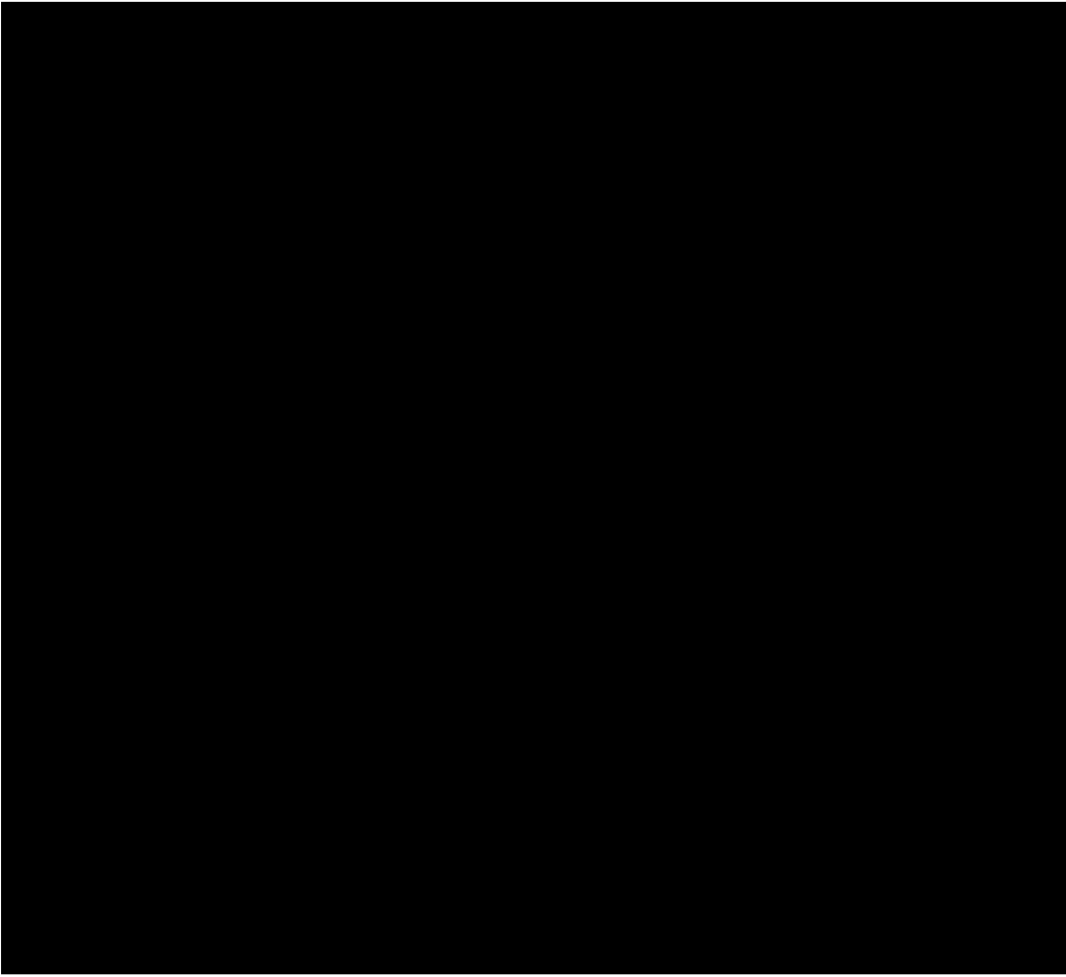
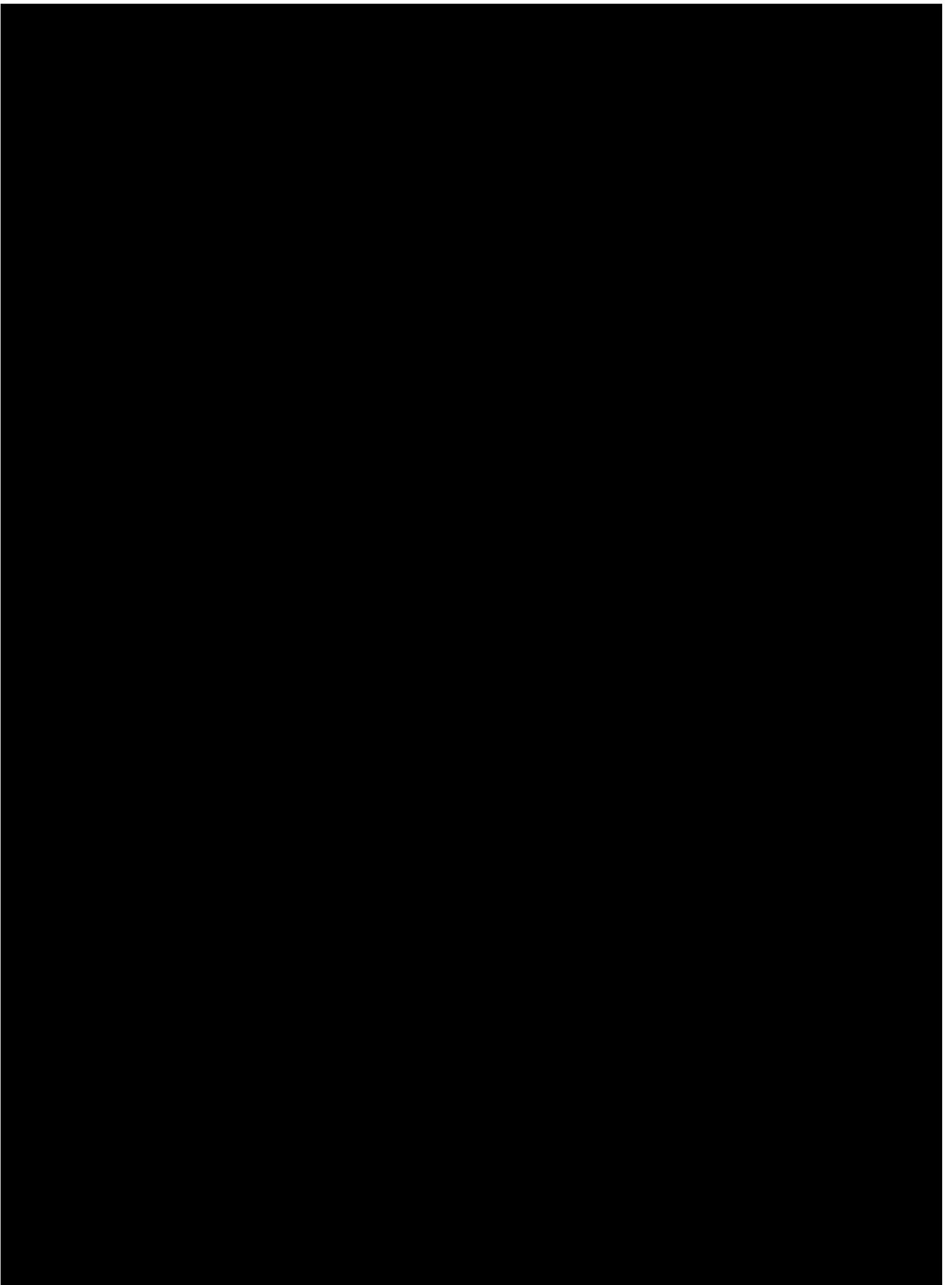
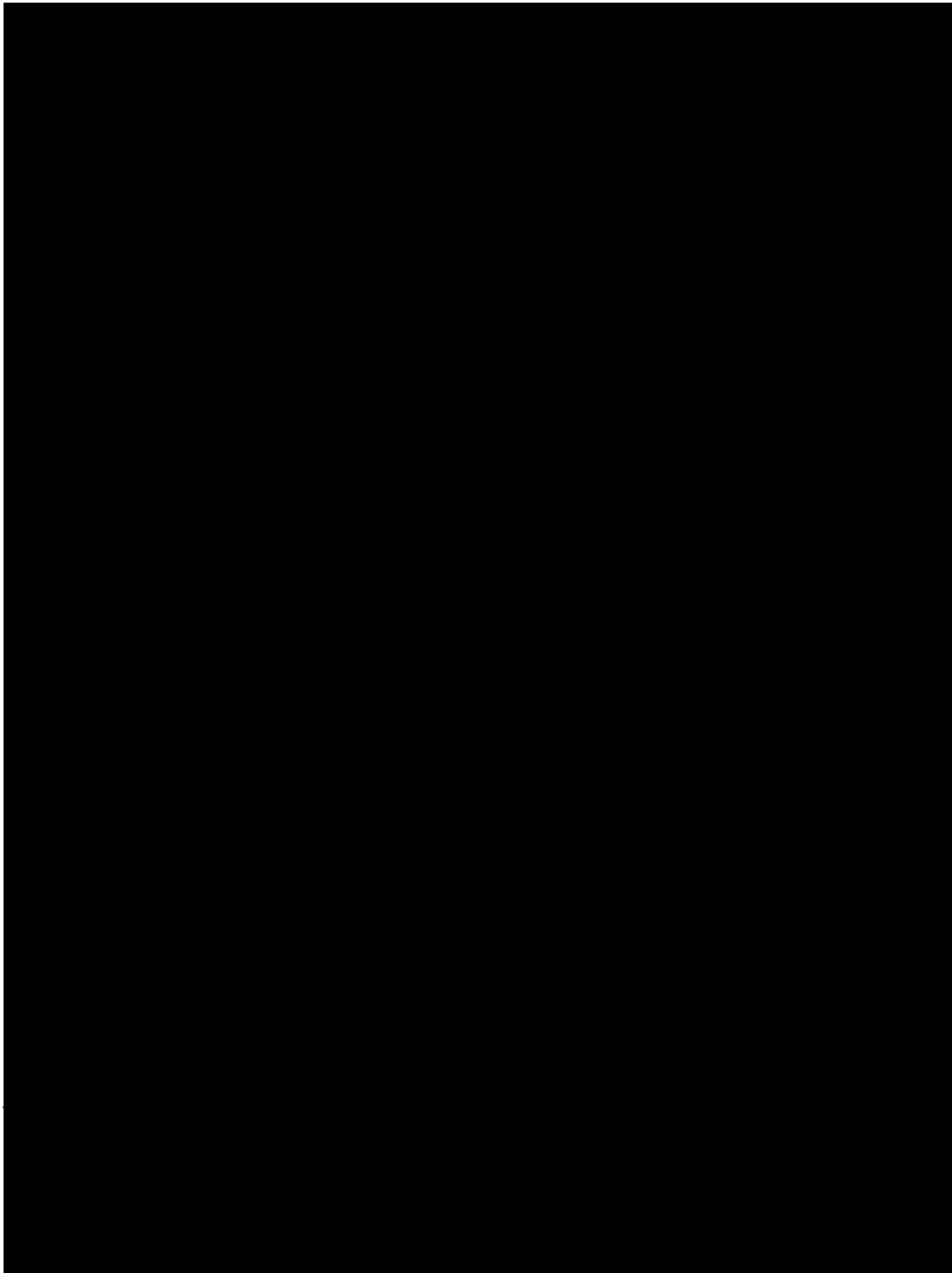
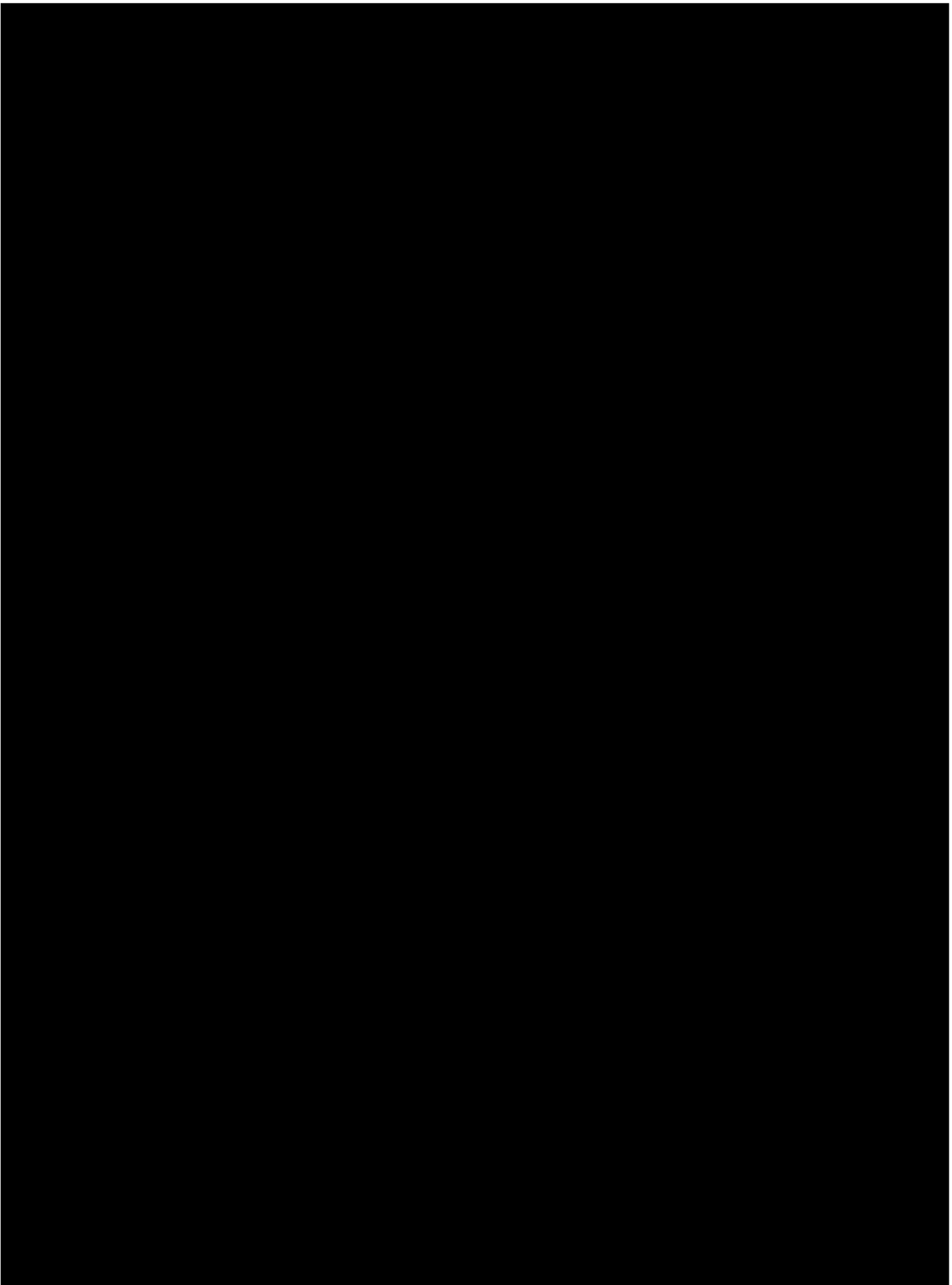


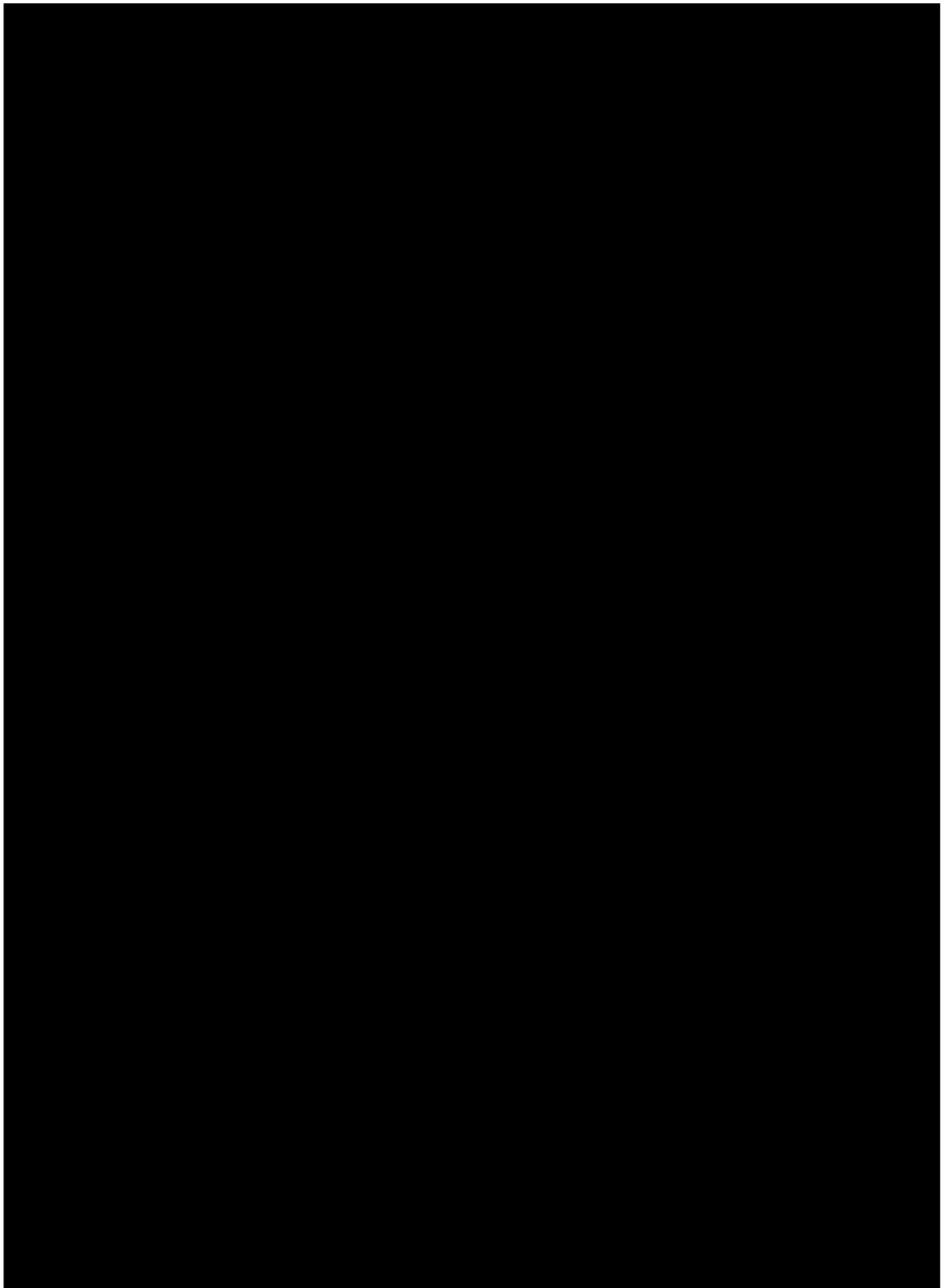
EXHIBIT “C”

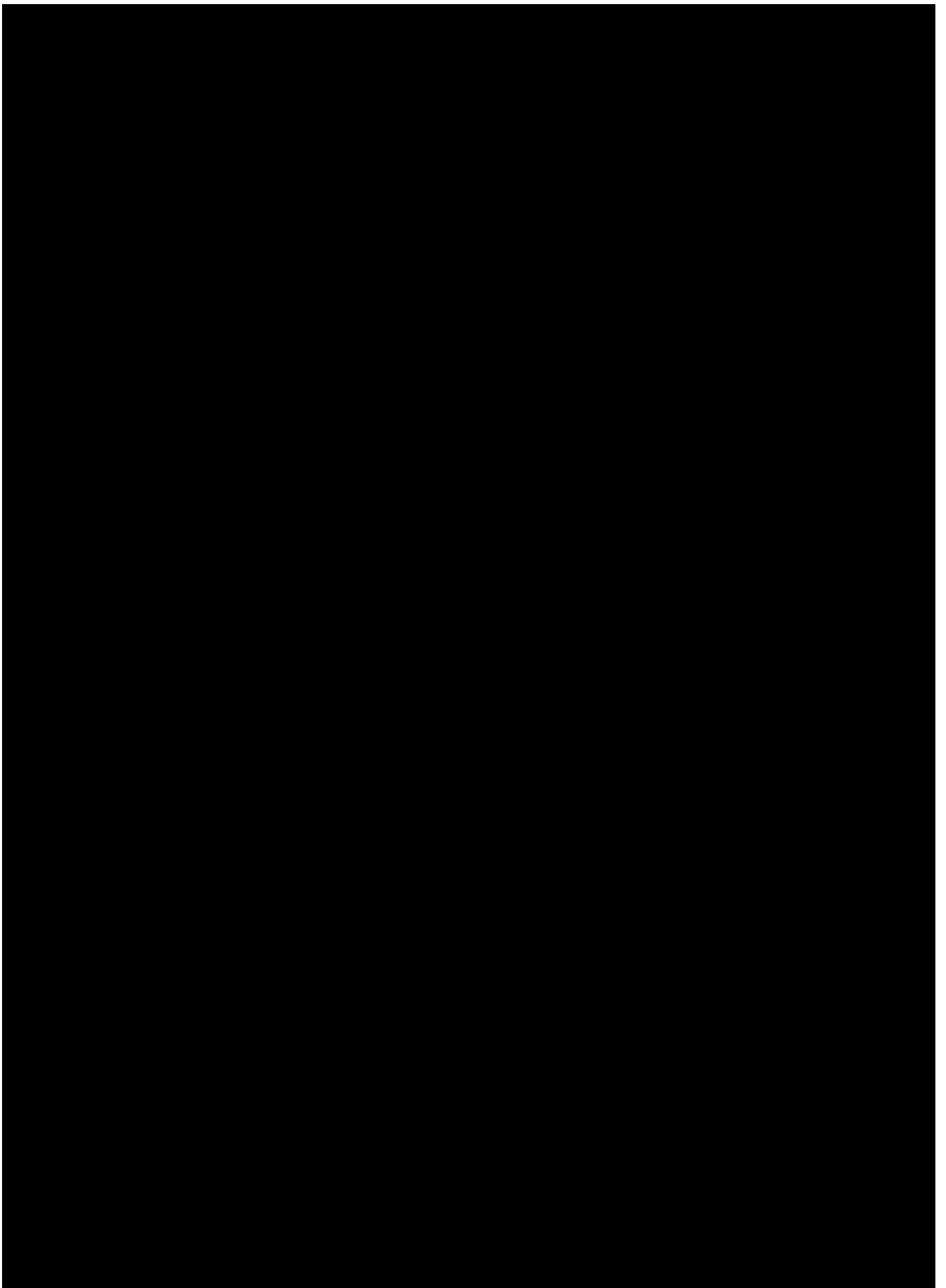
Statement of Work

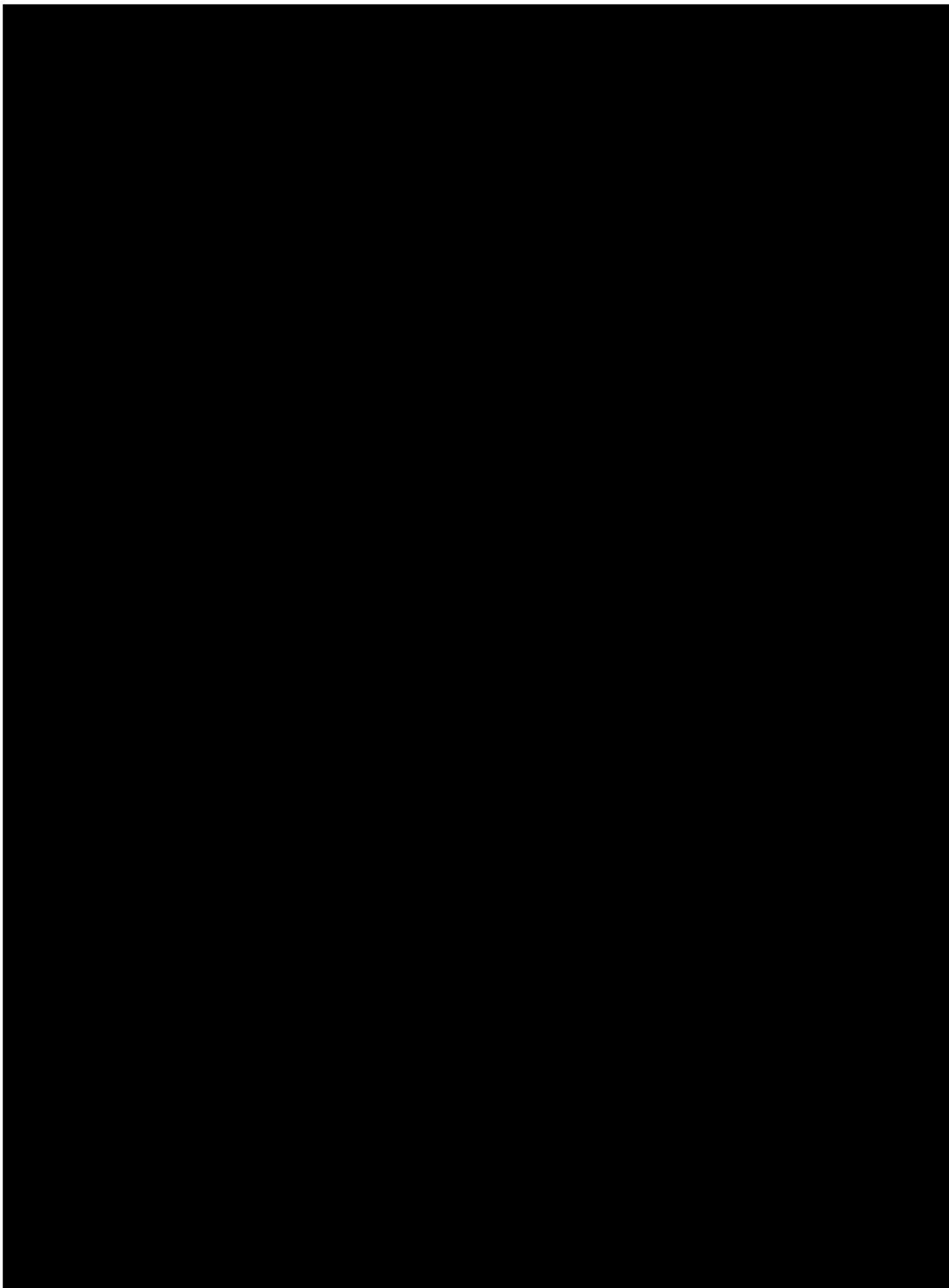


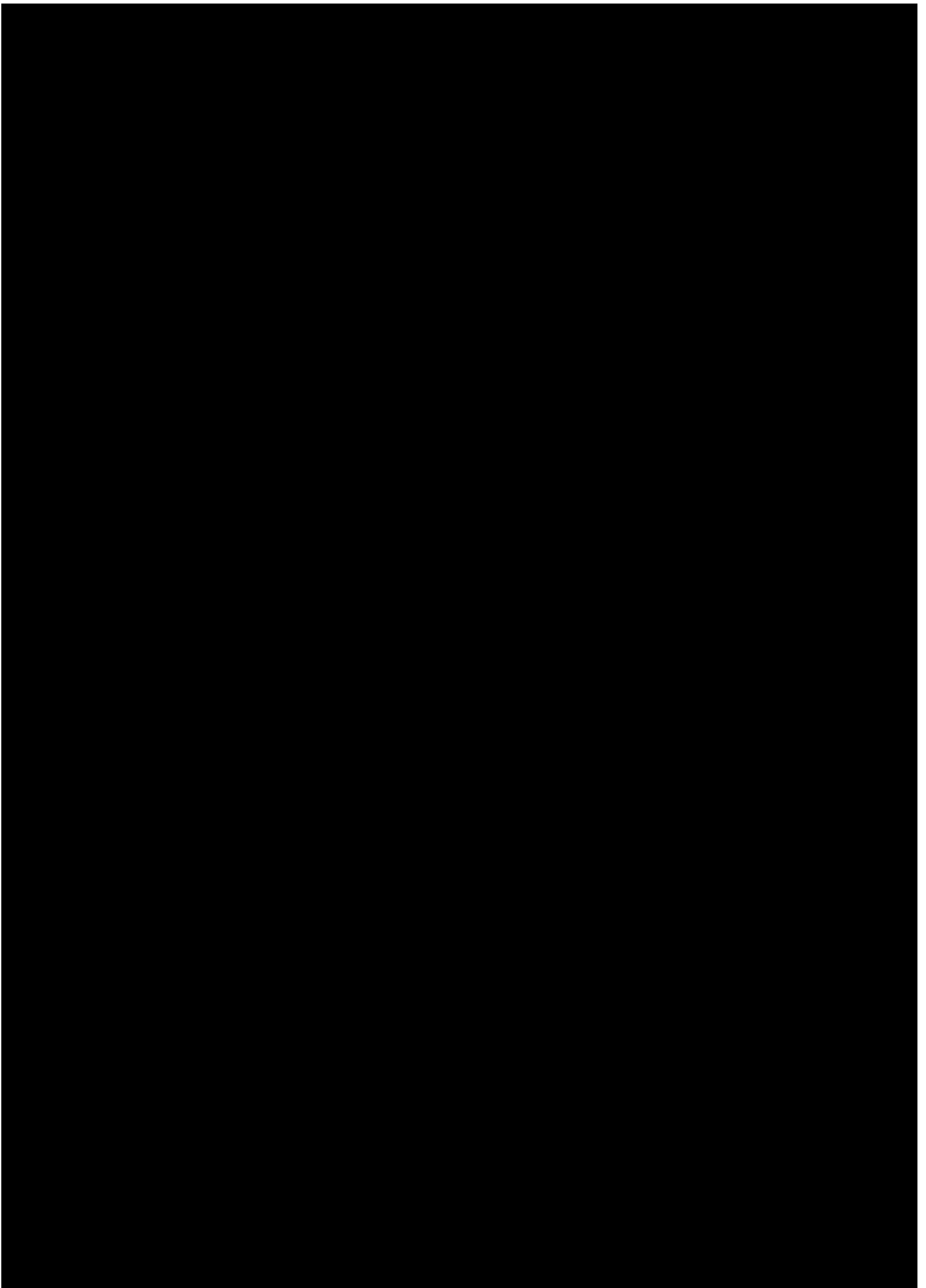


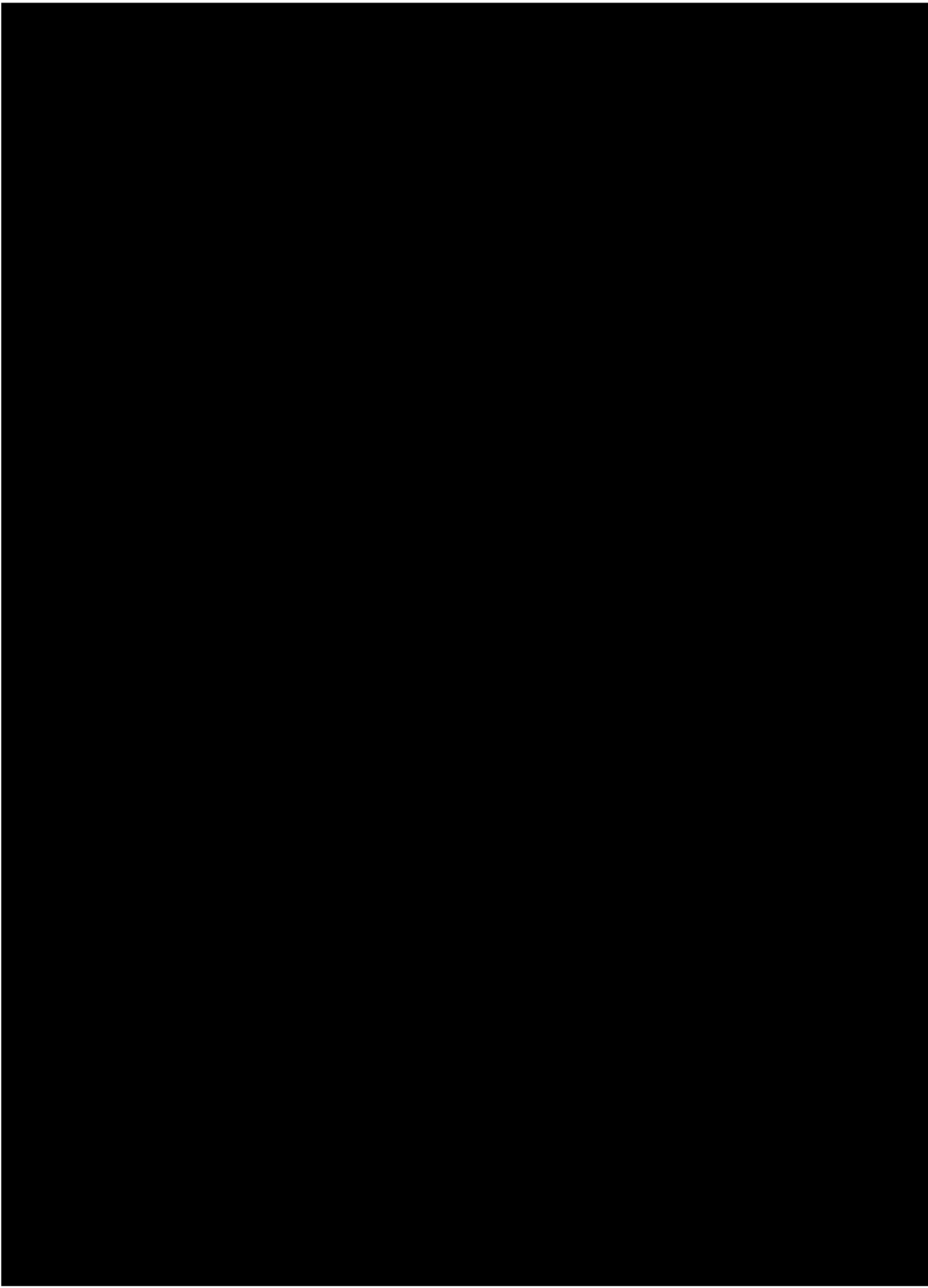


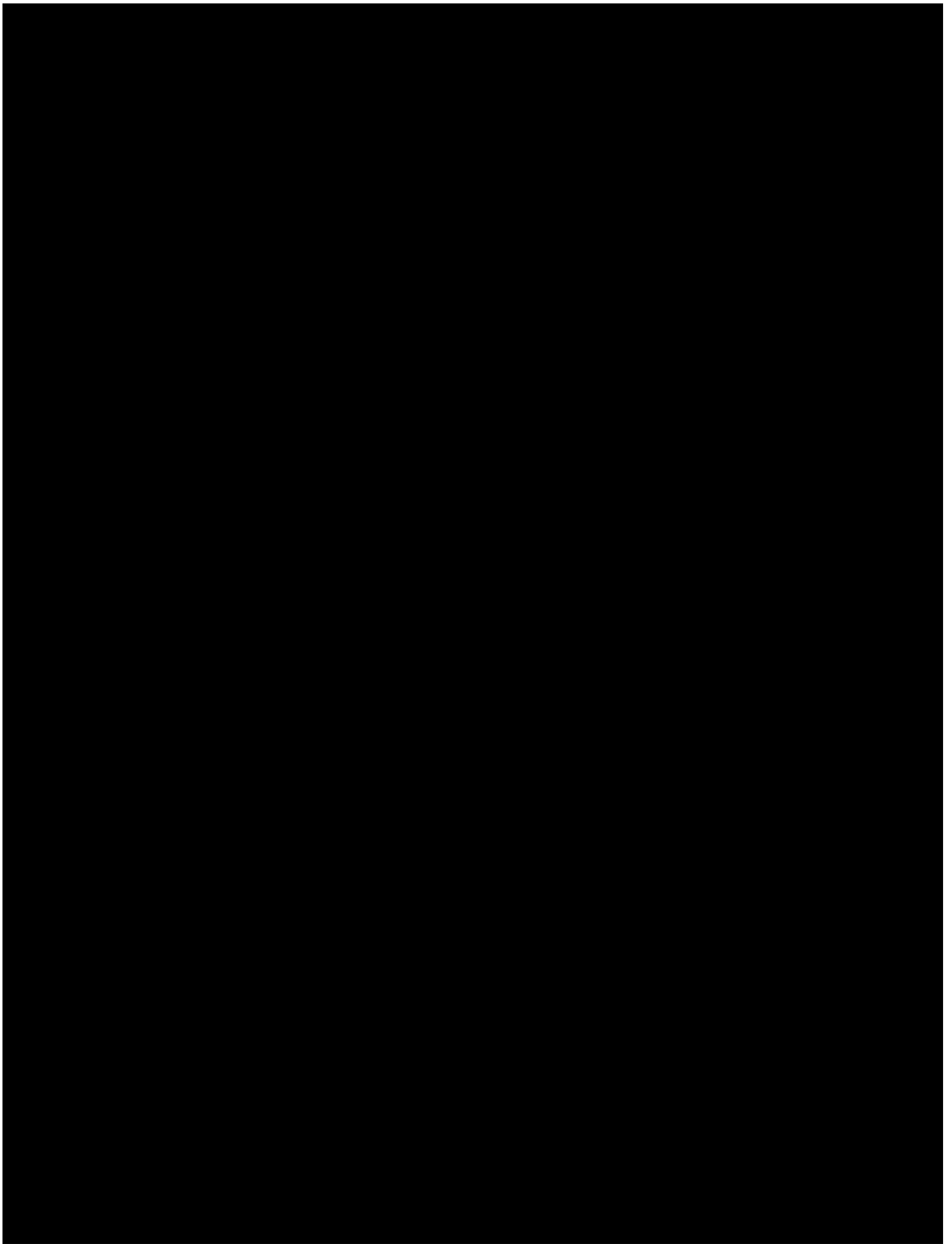


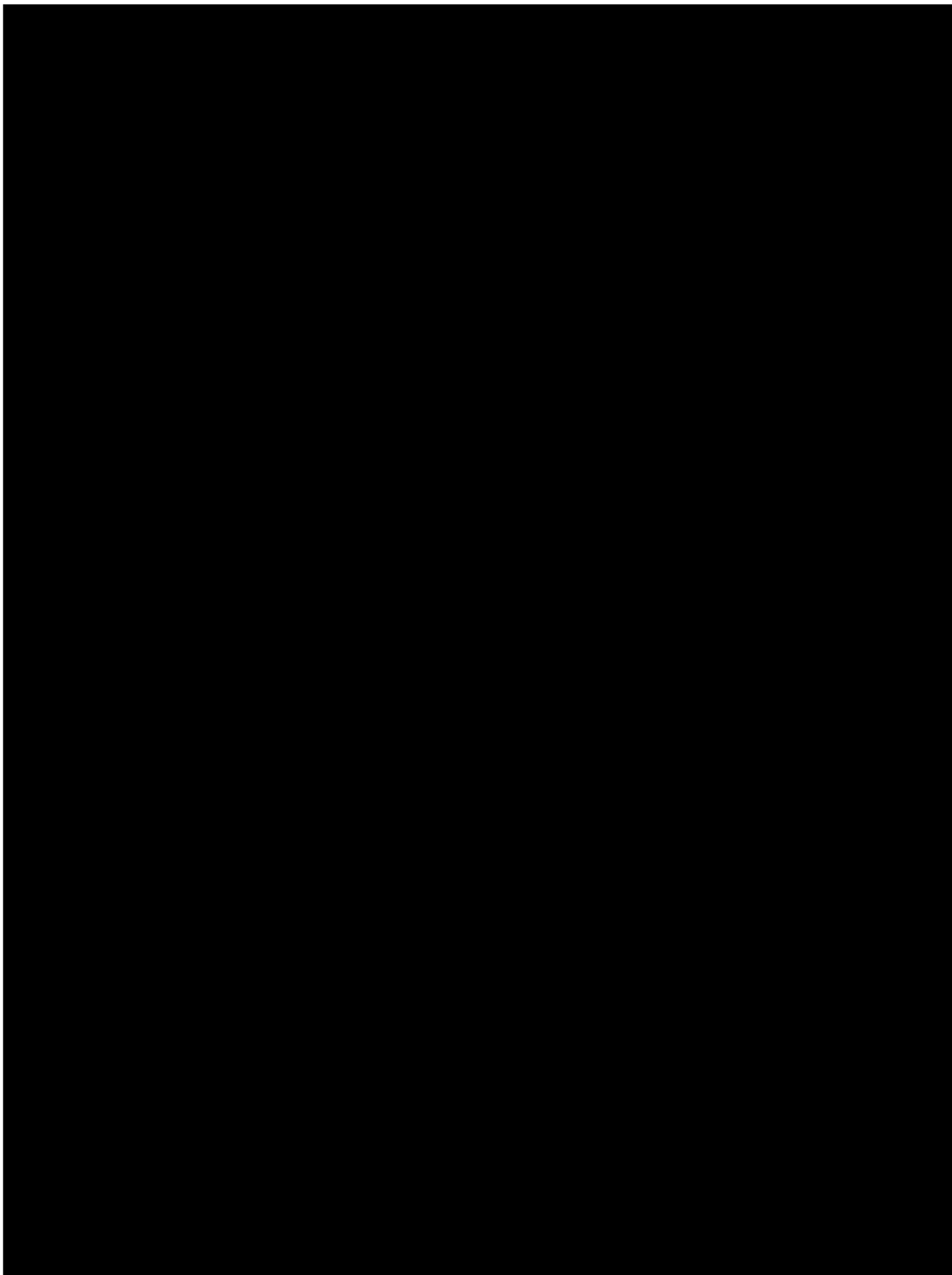


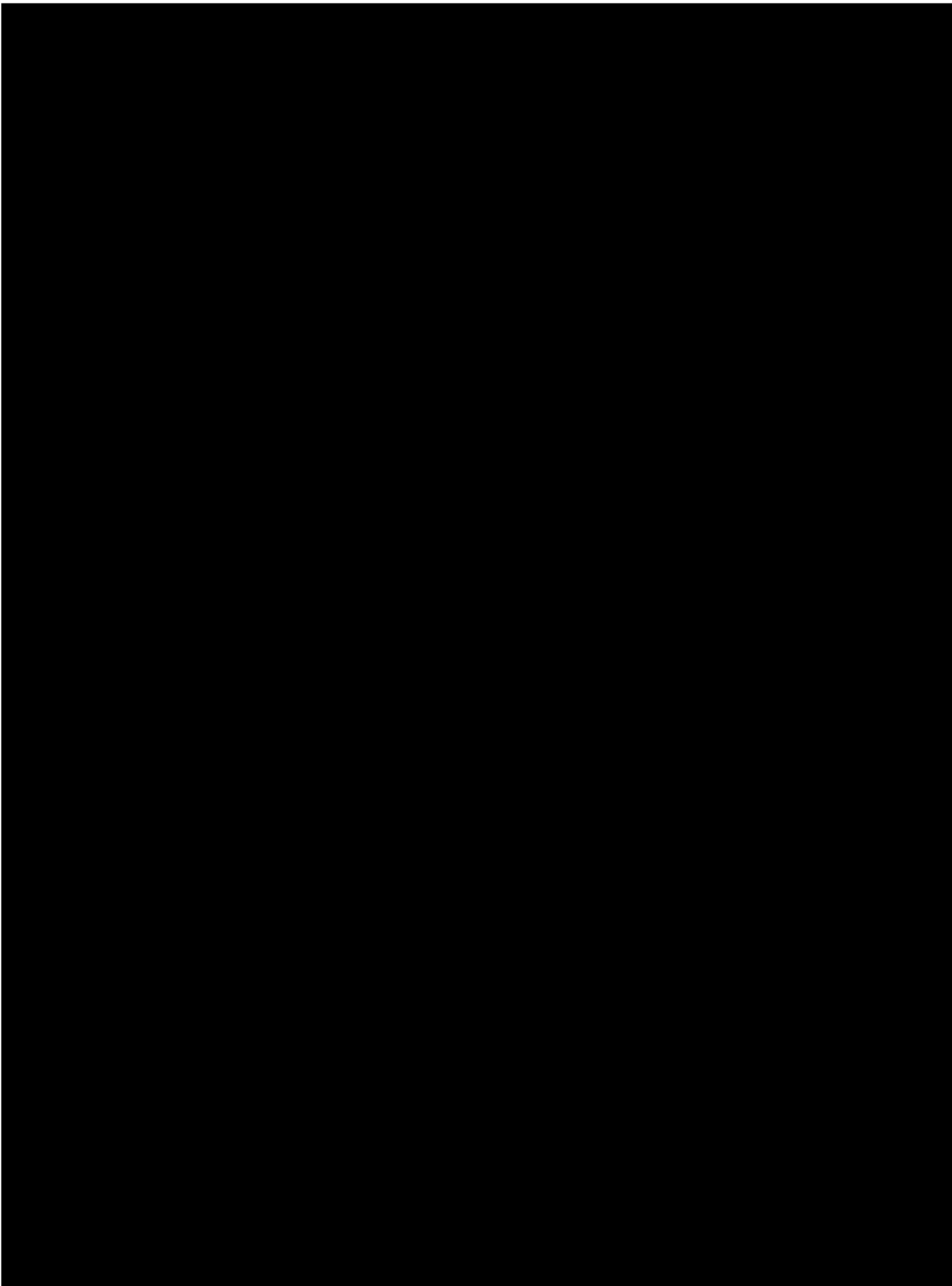


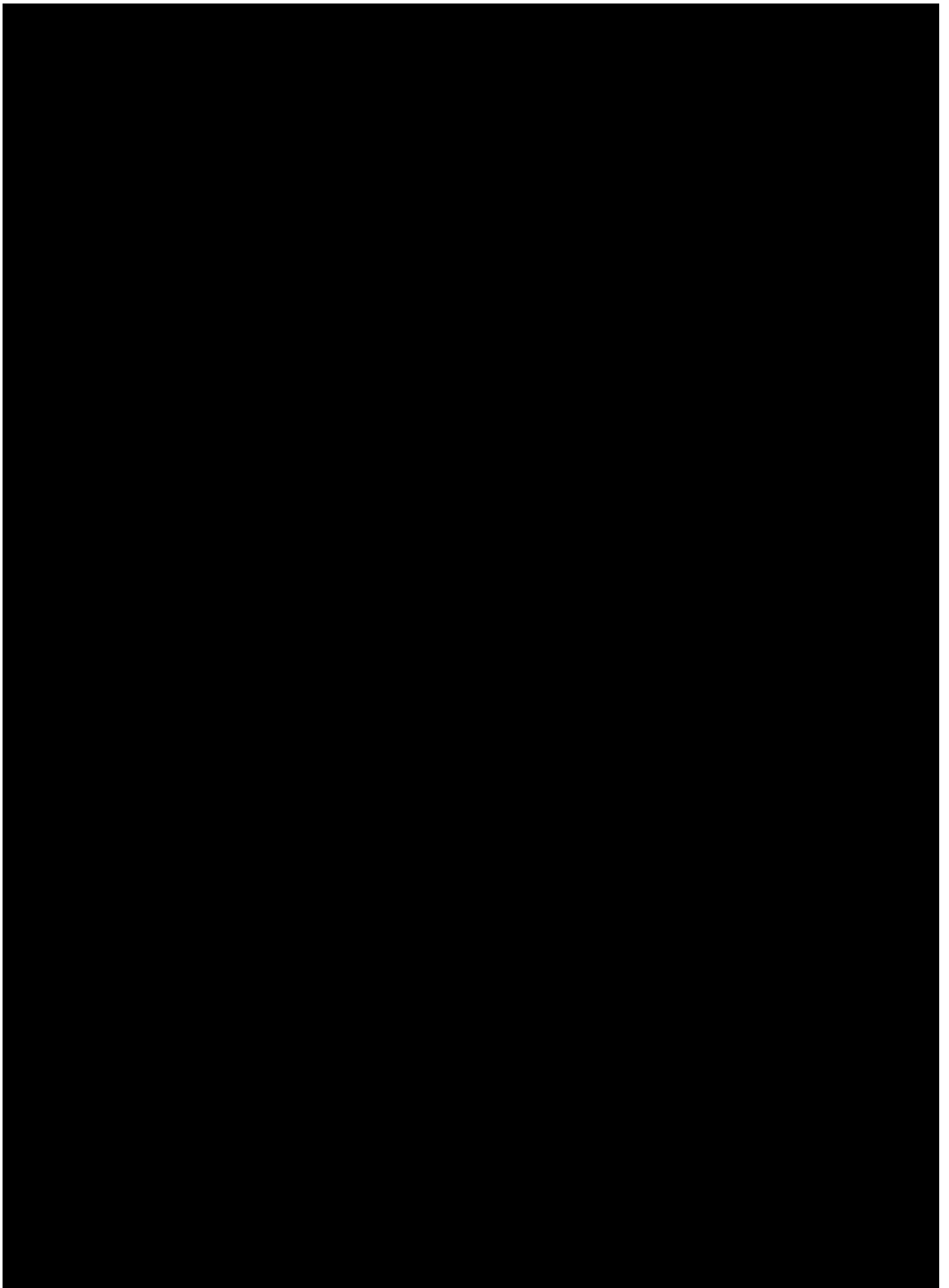


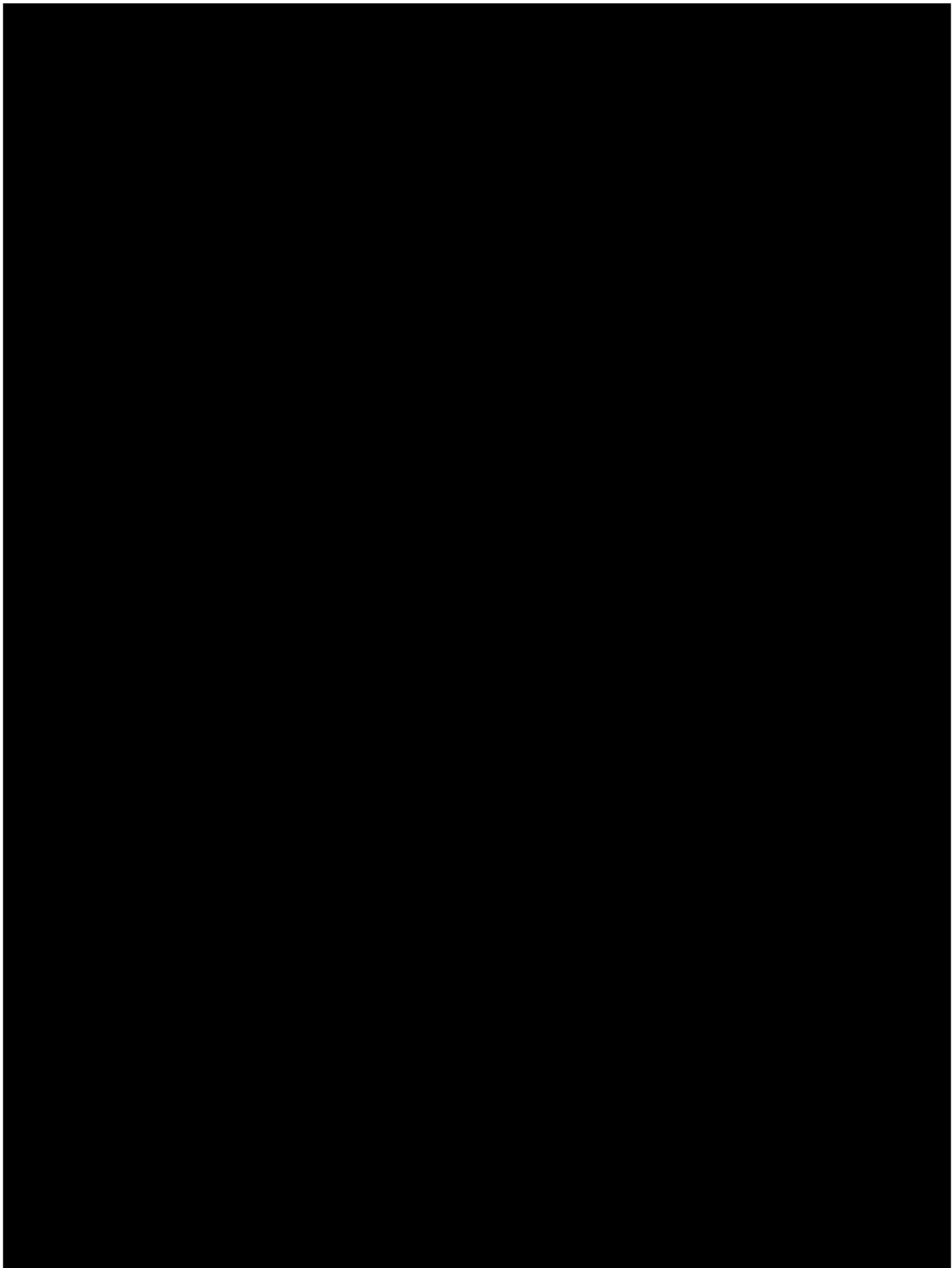


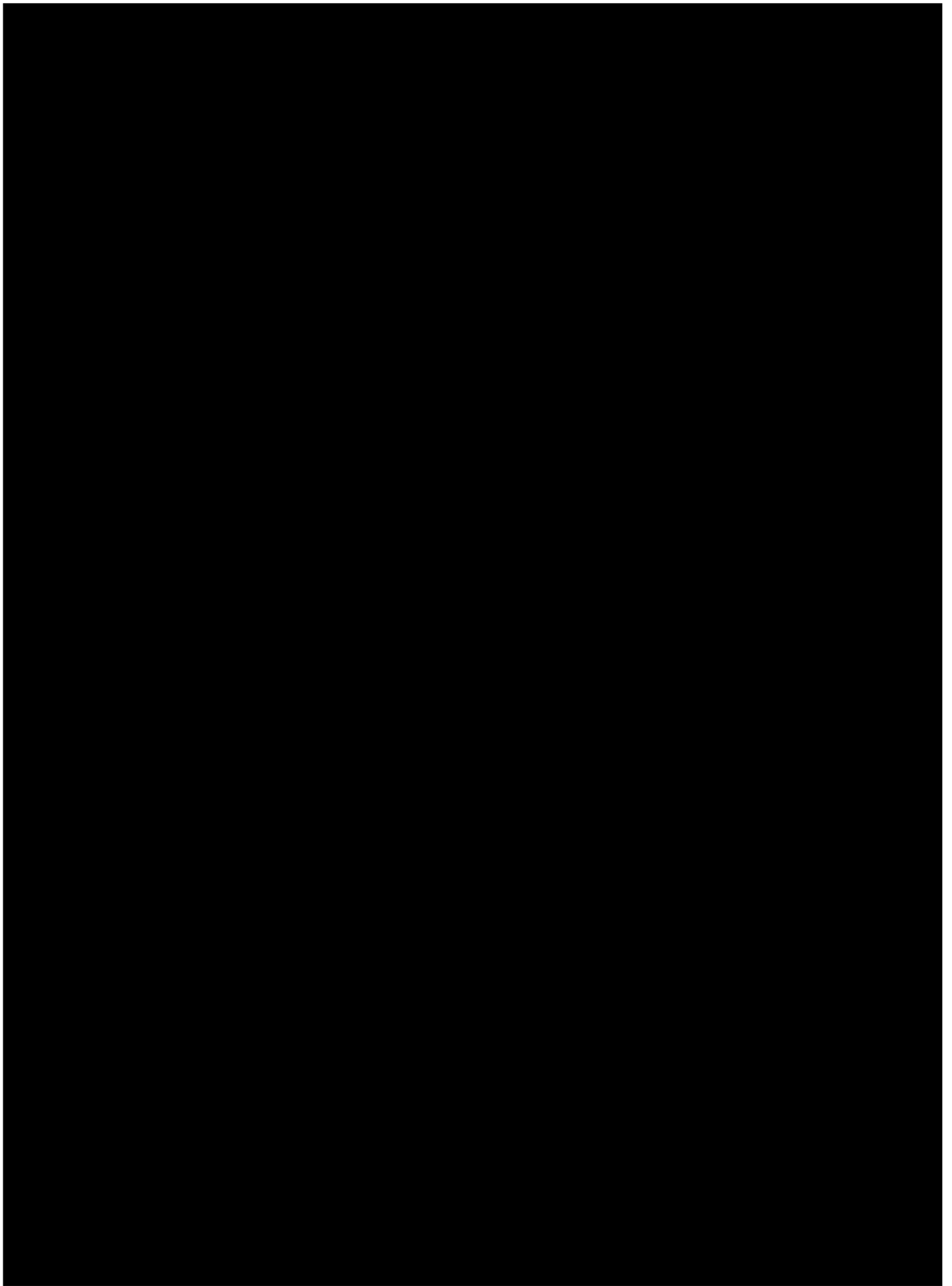


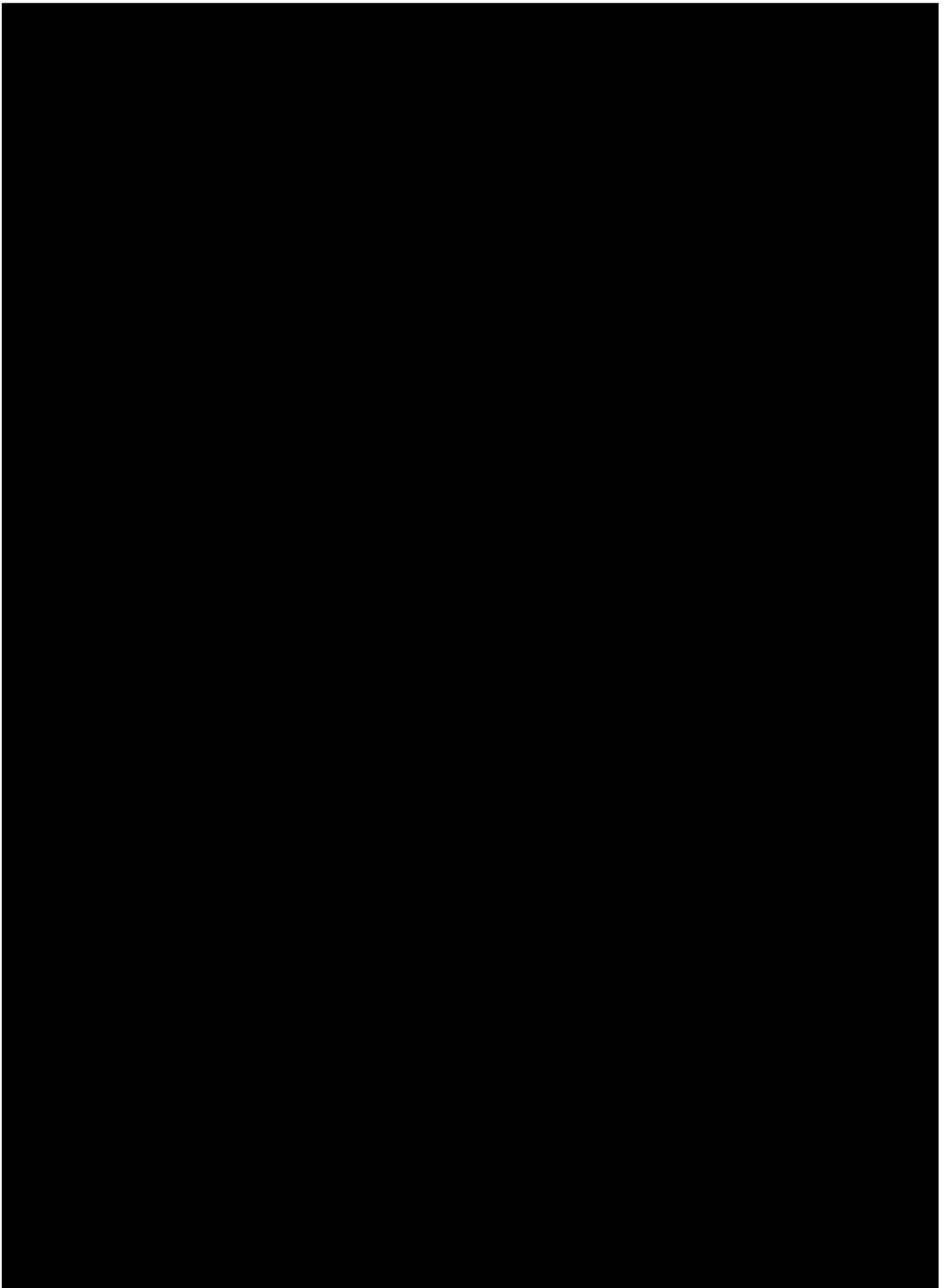


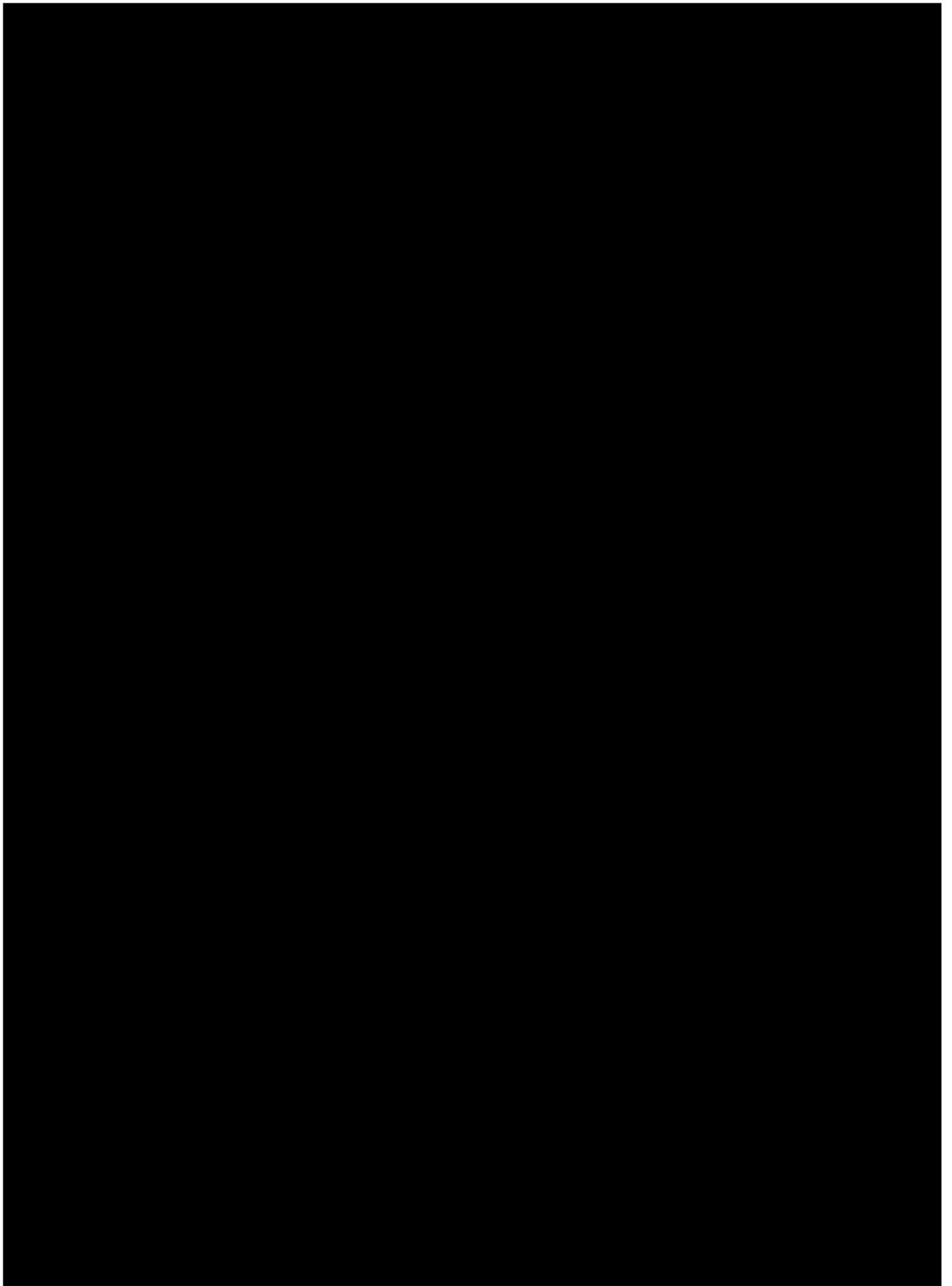


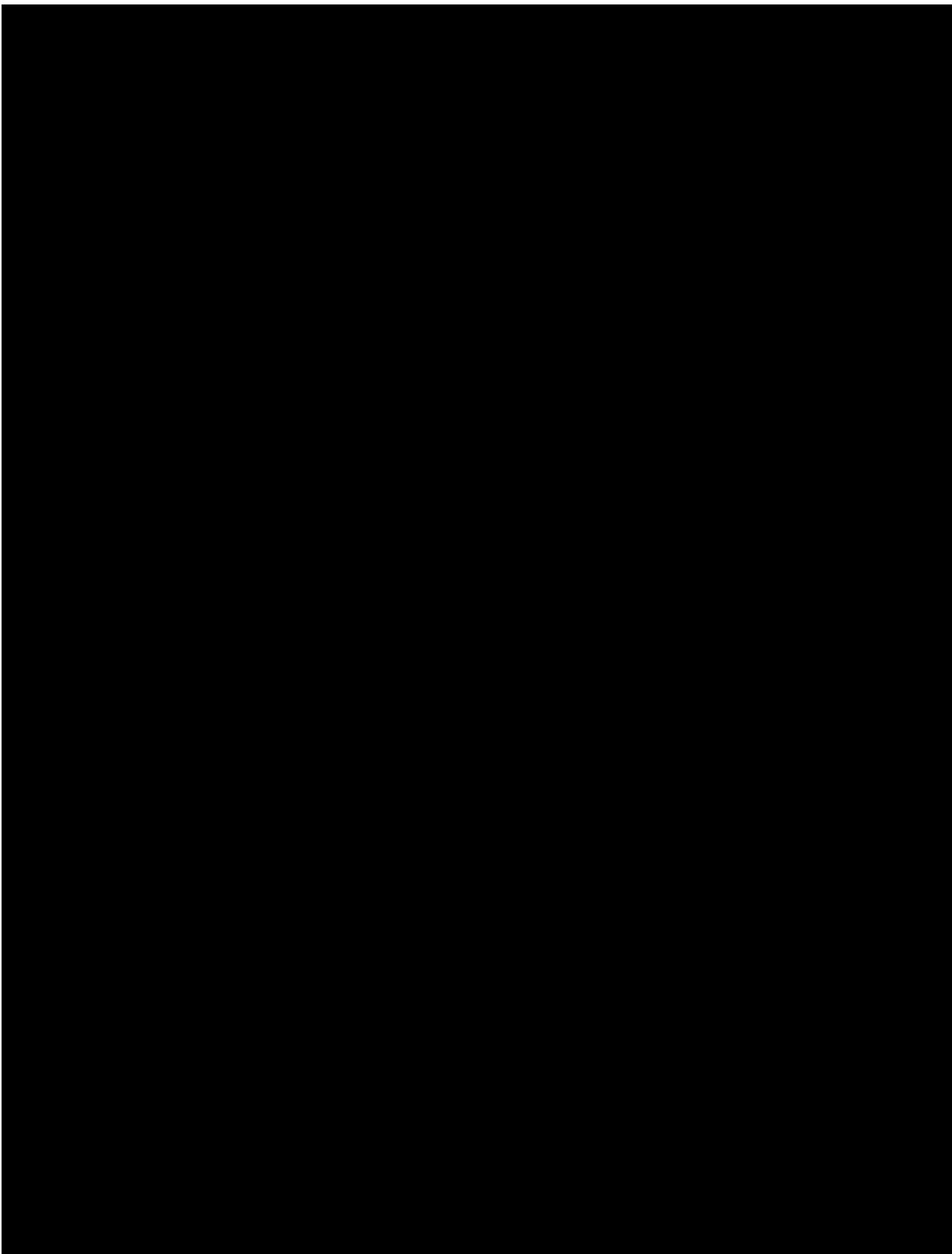


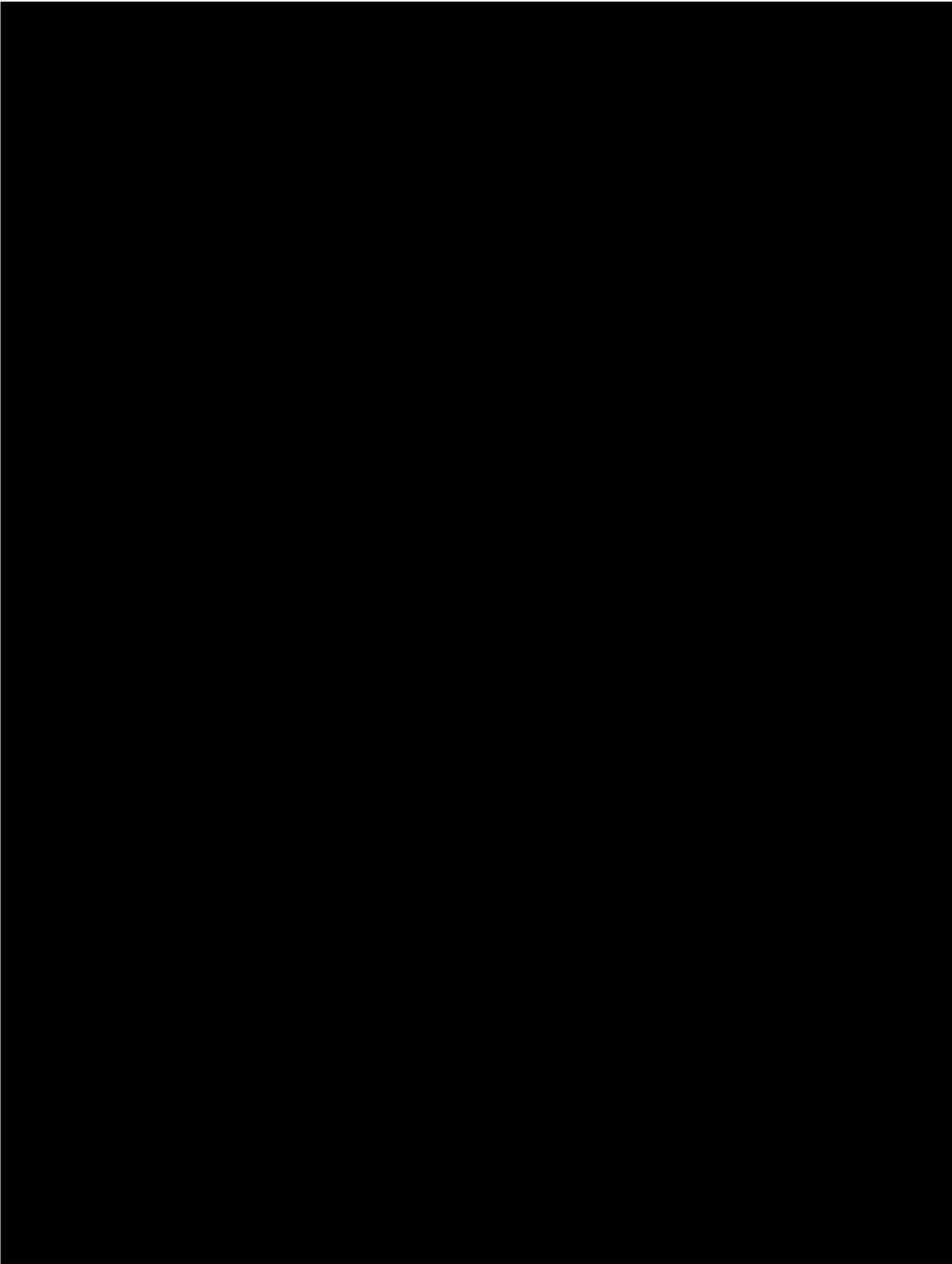


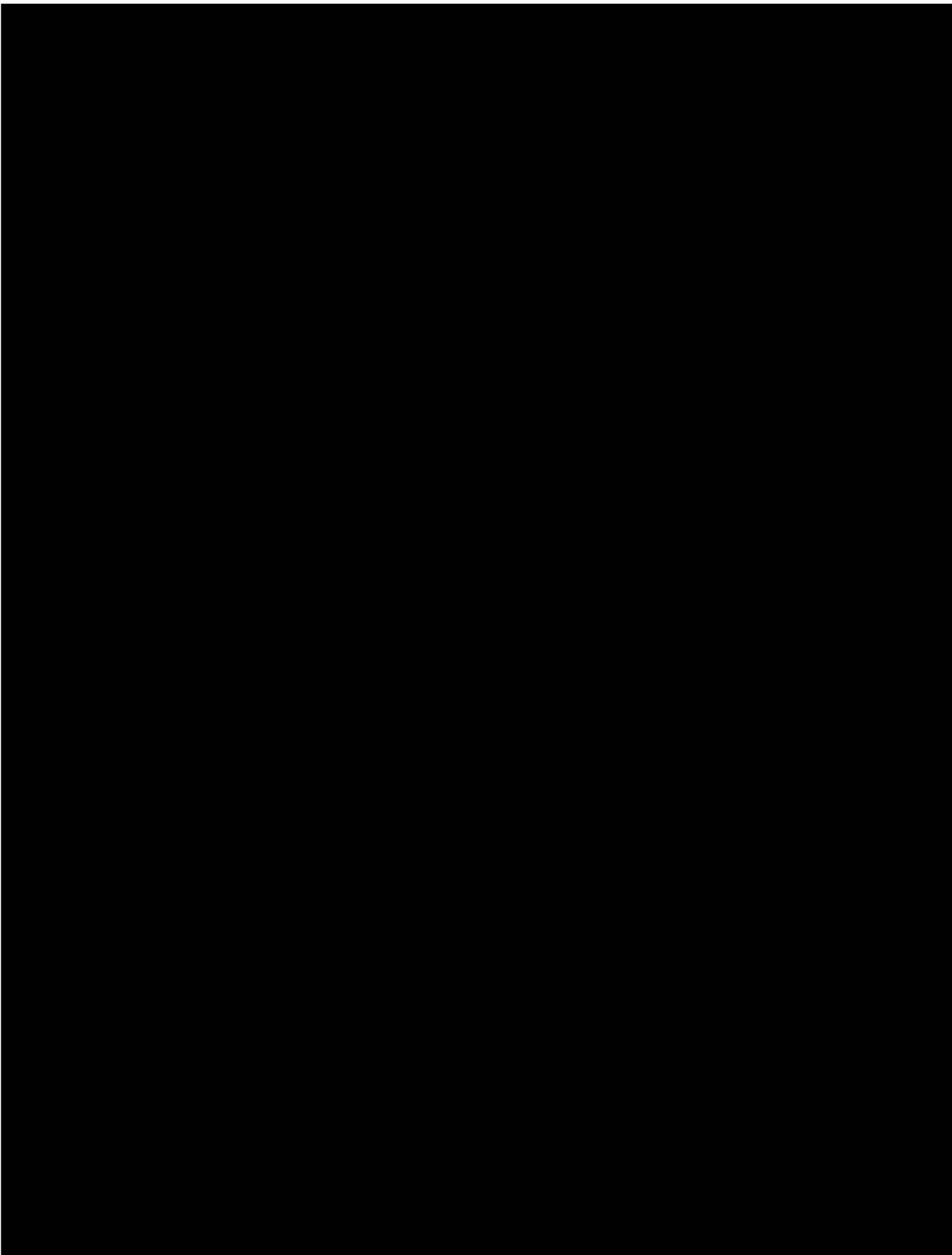


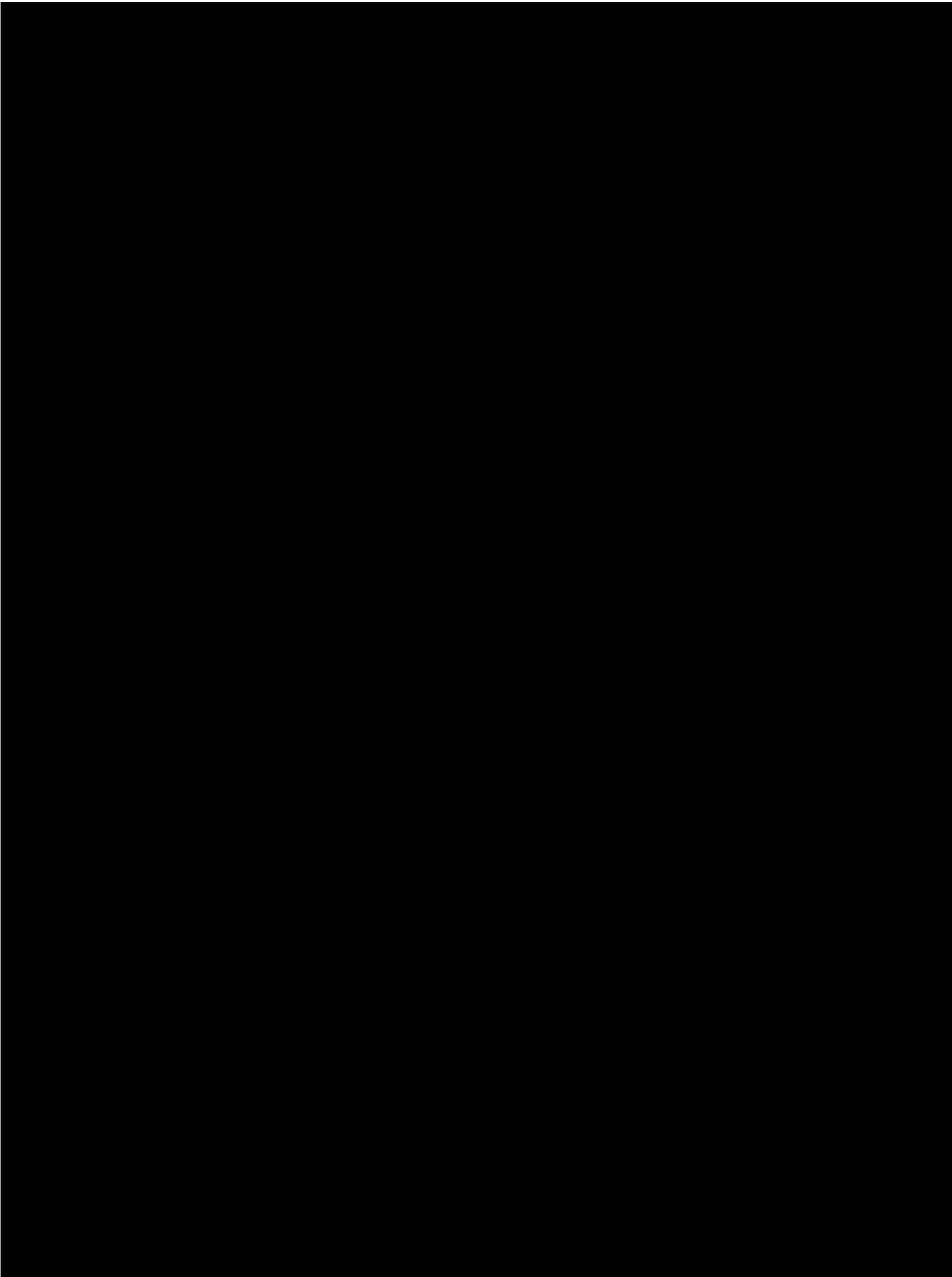


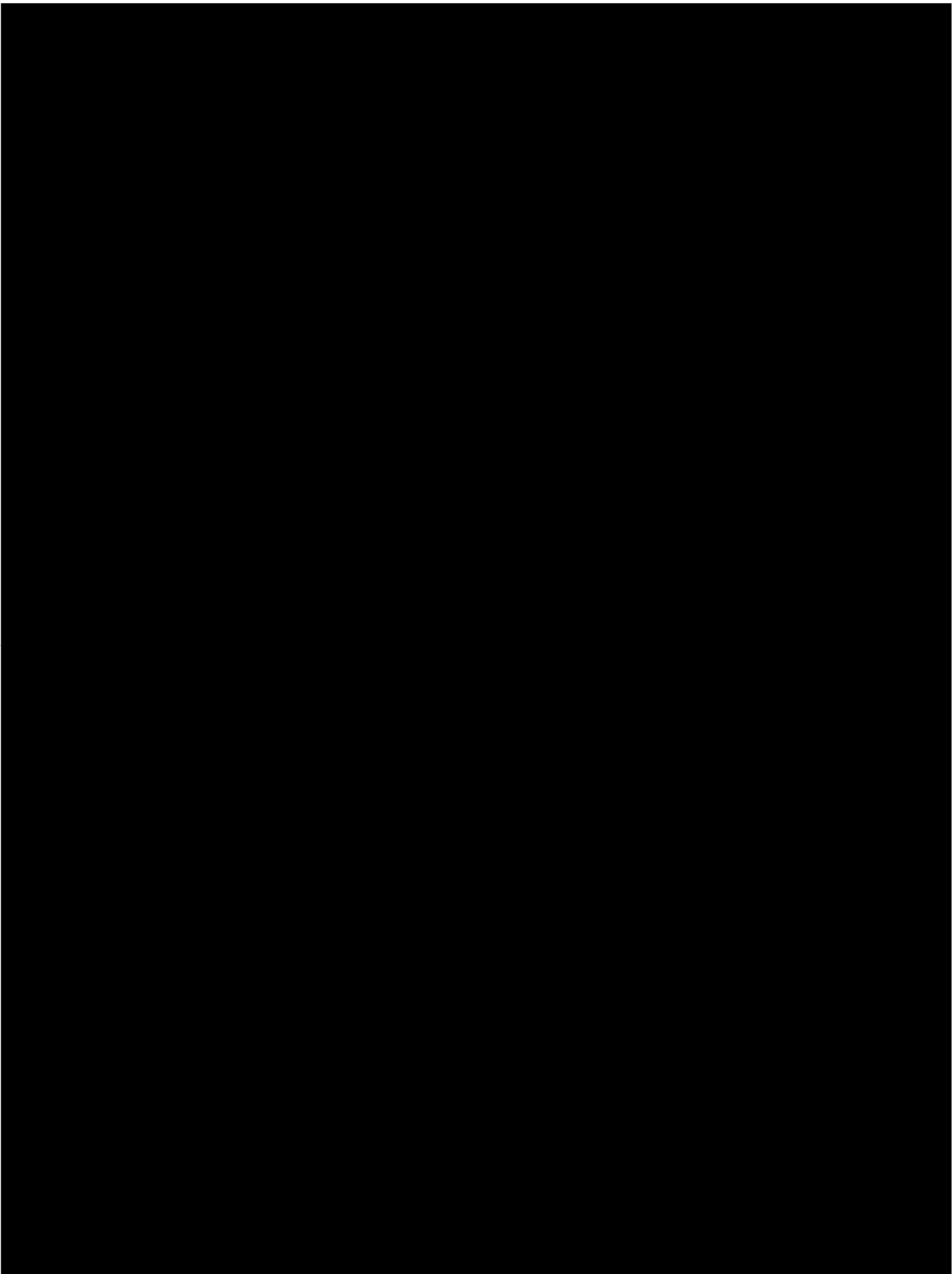


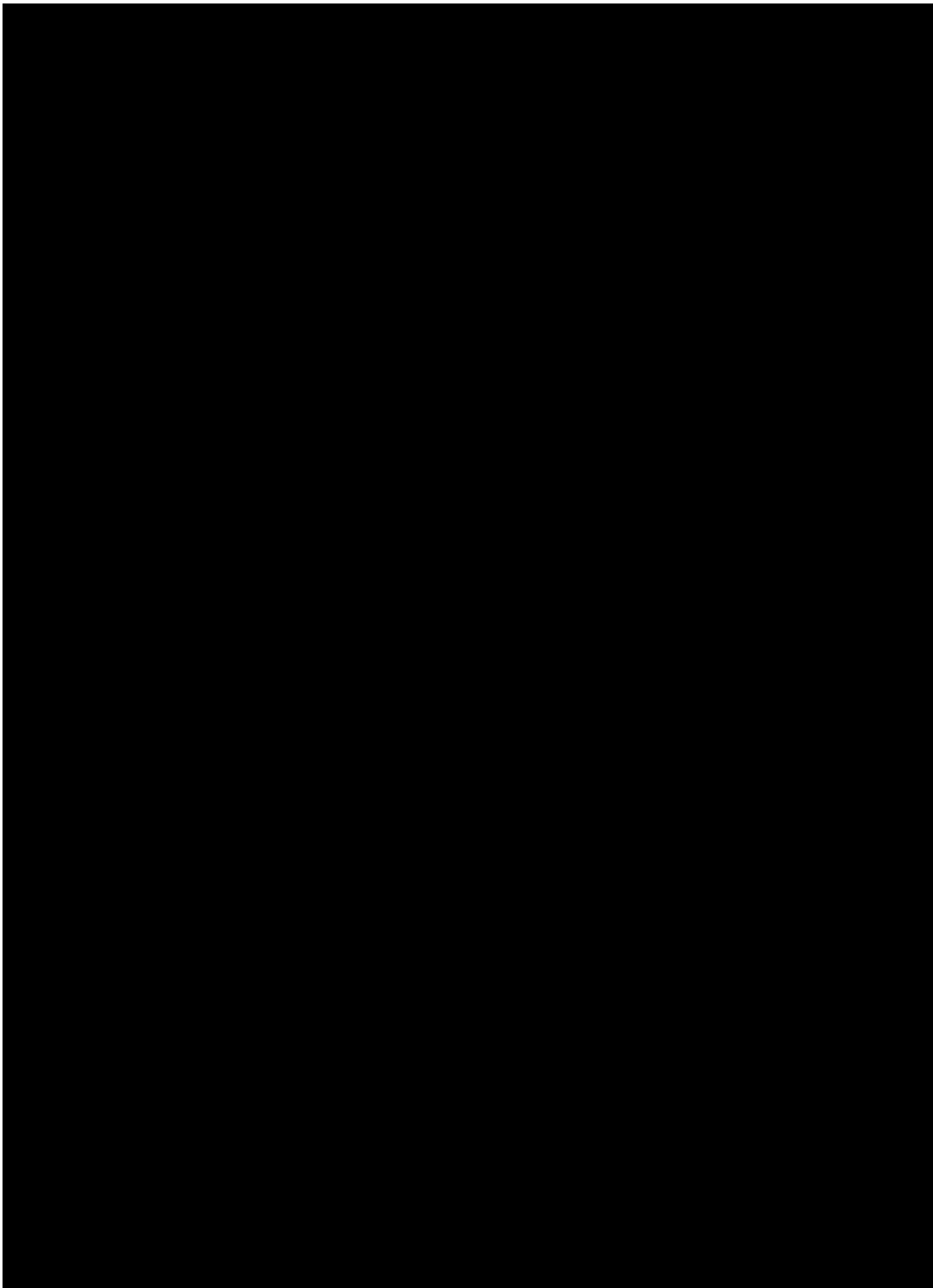


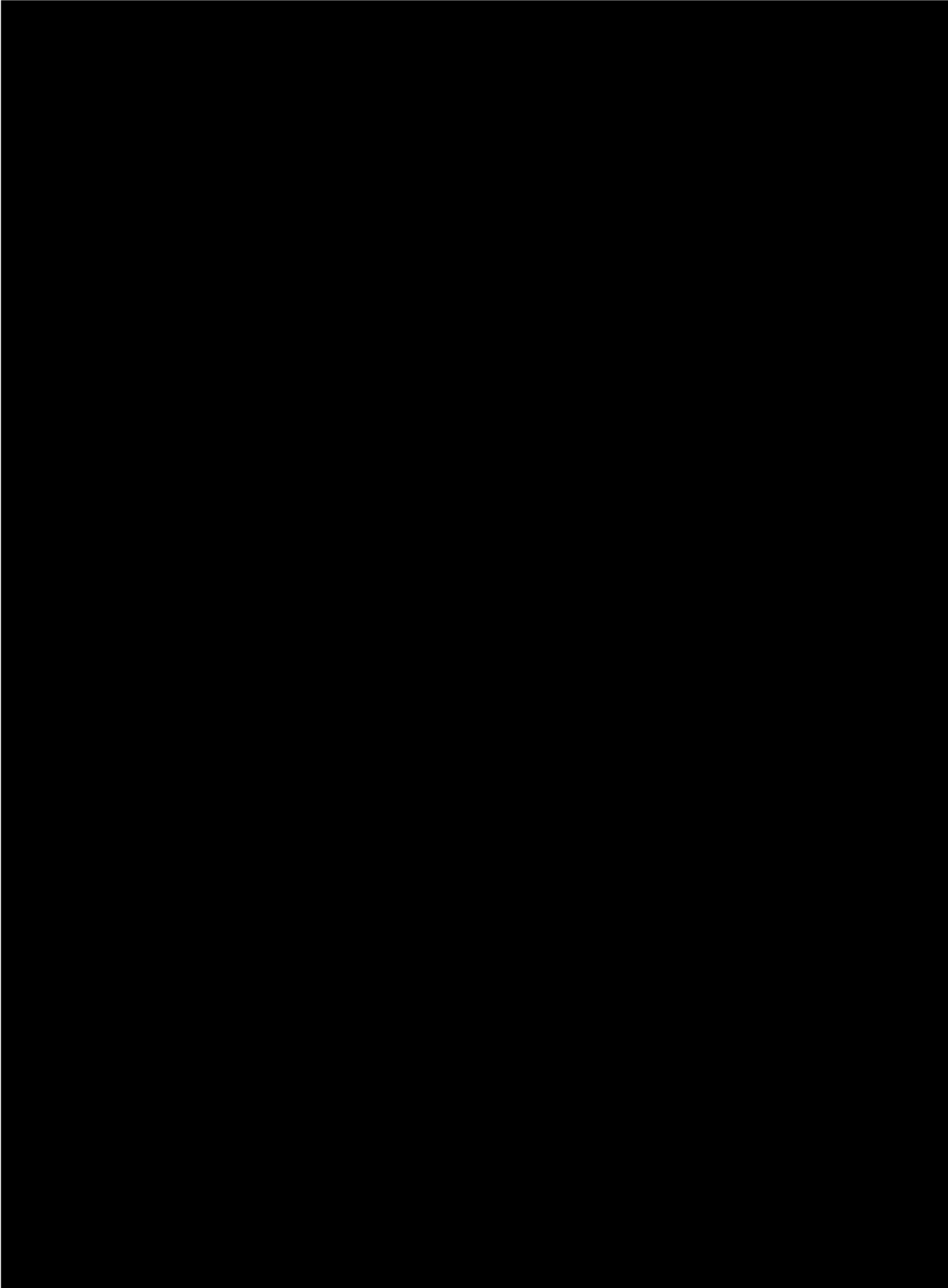


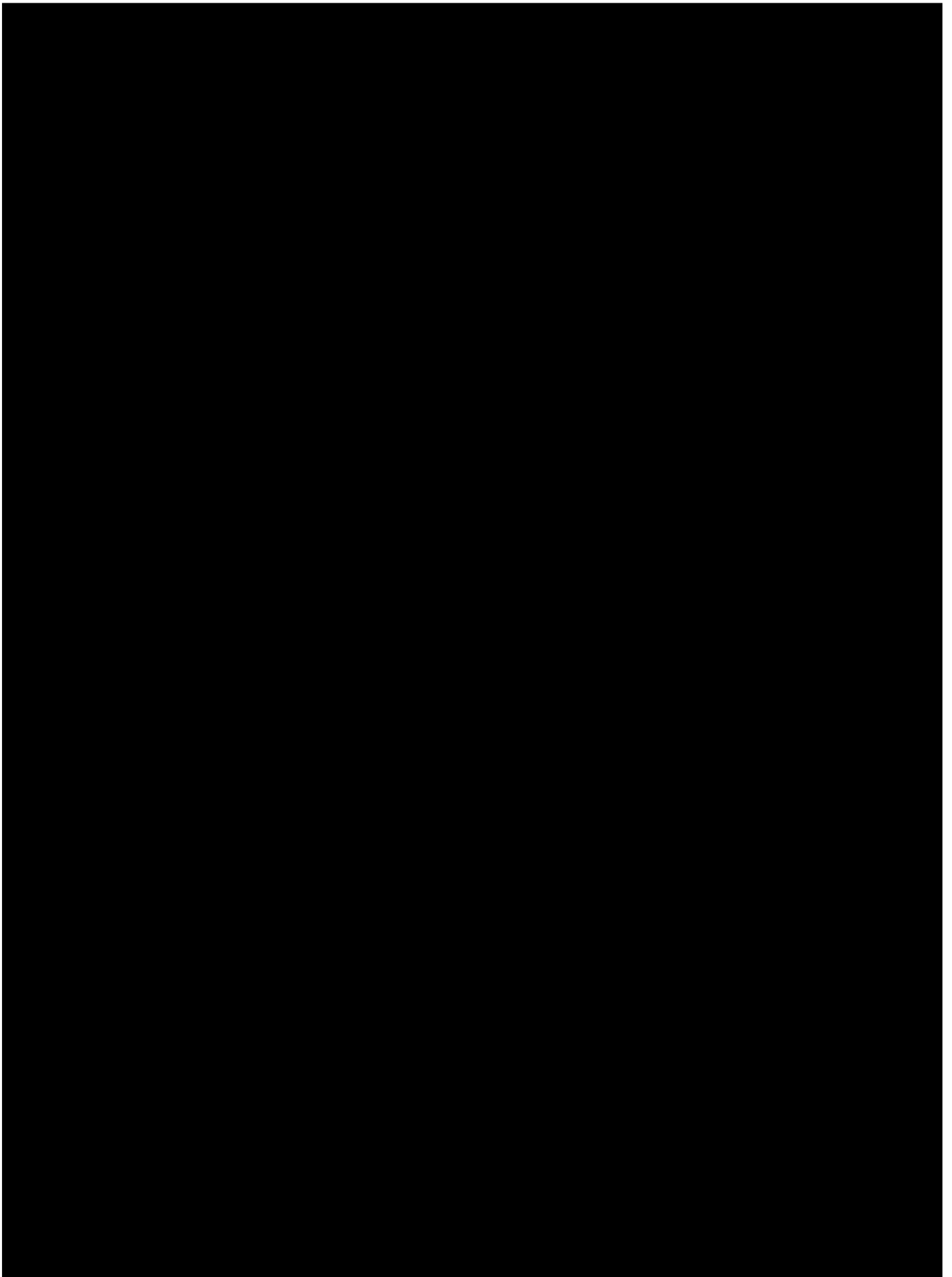


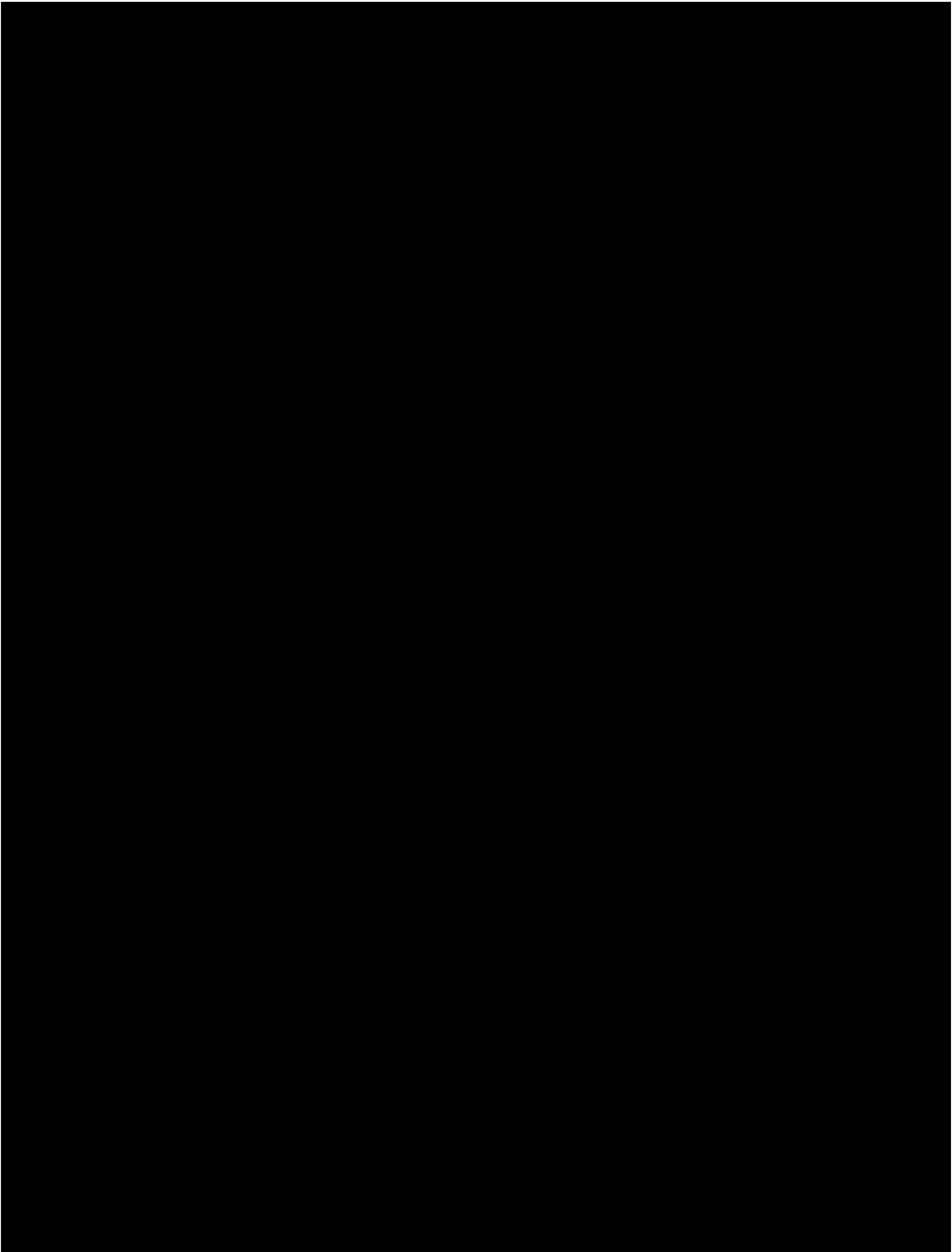


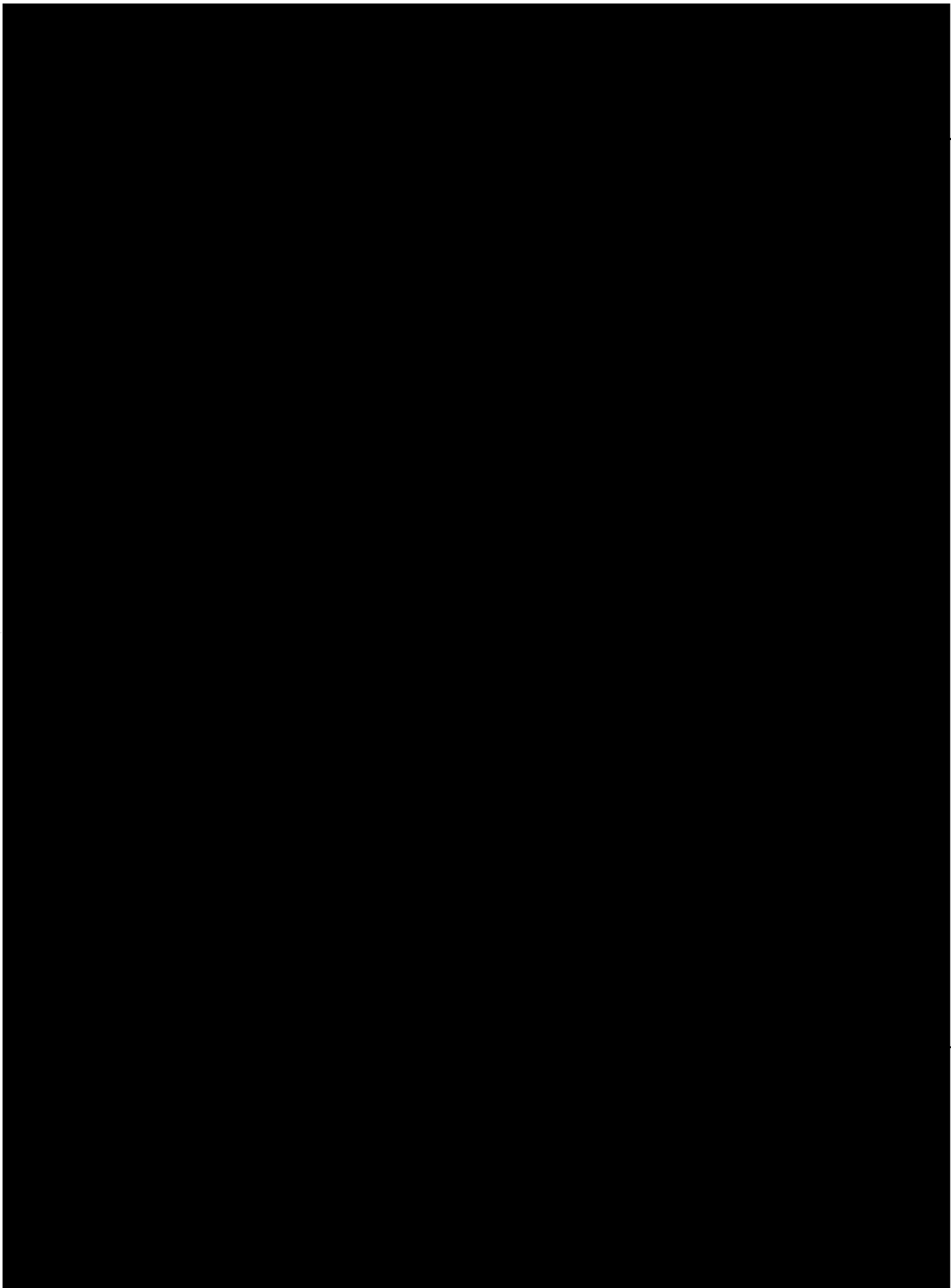


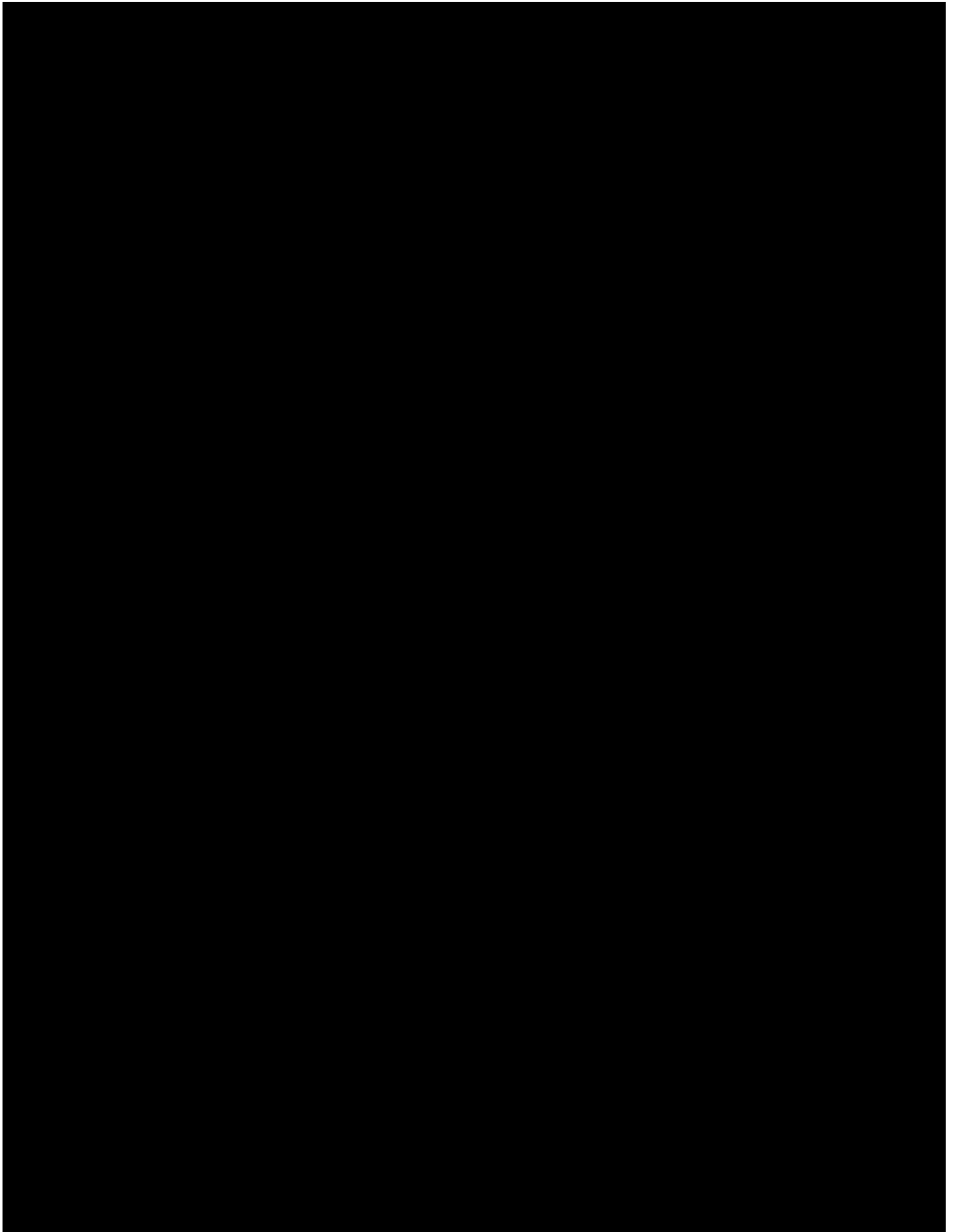


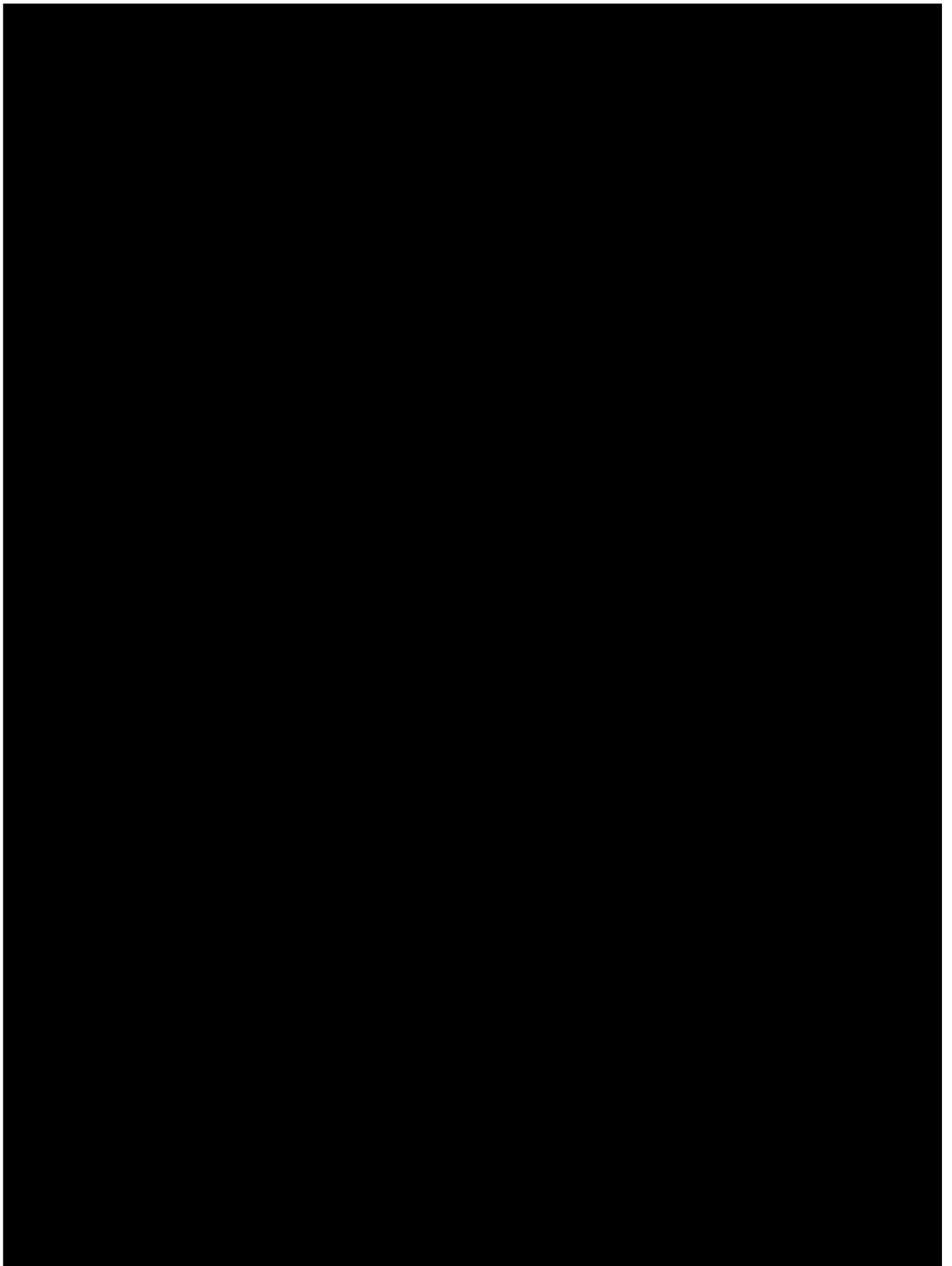


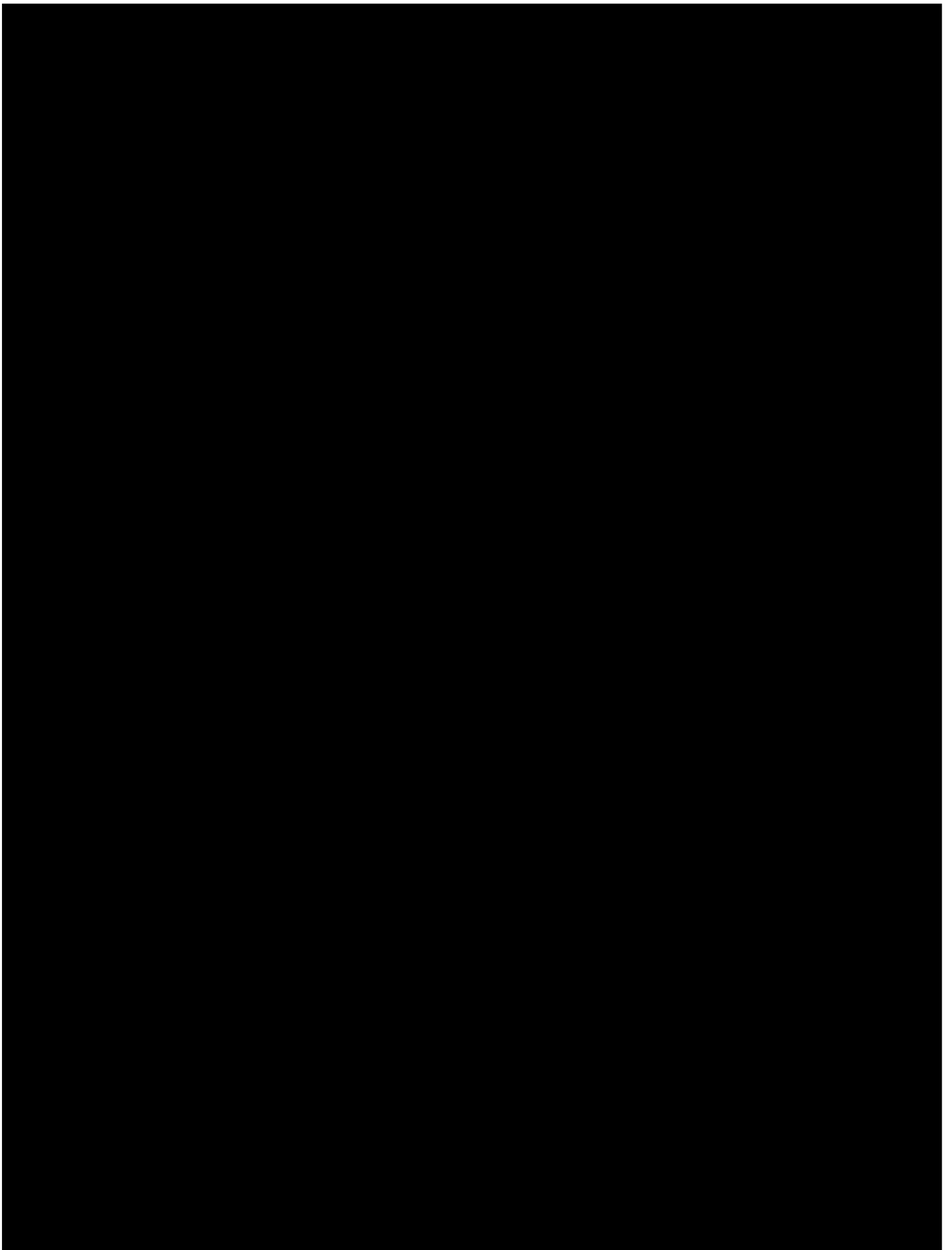


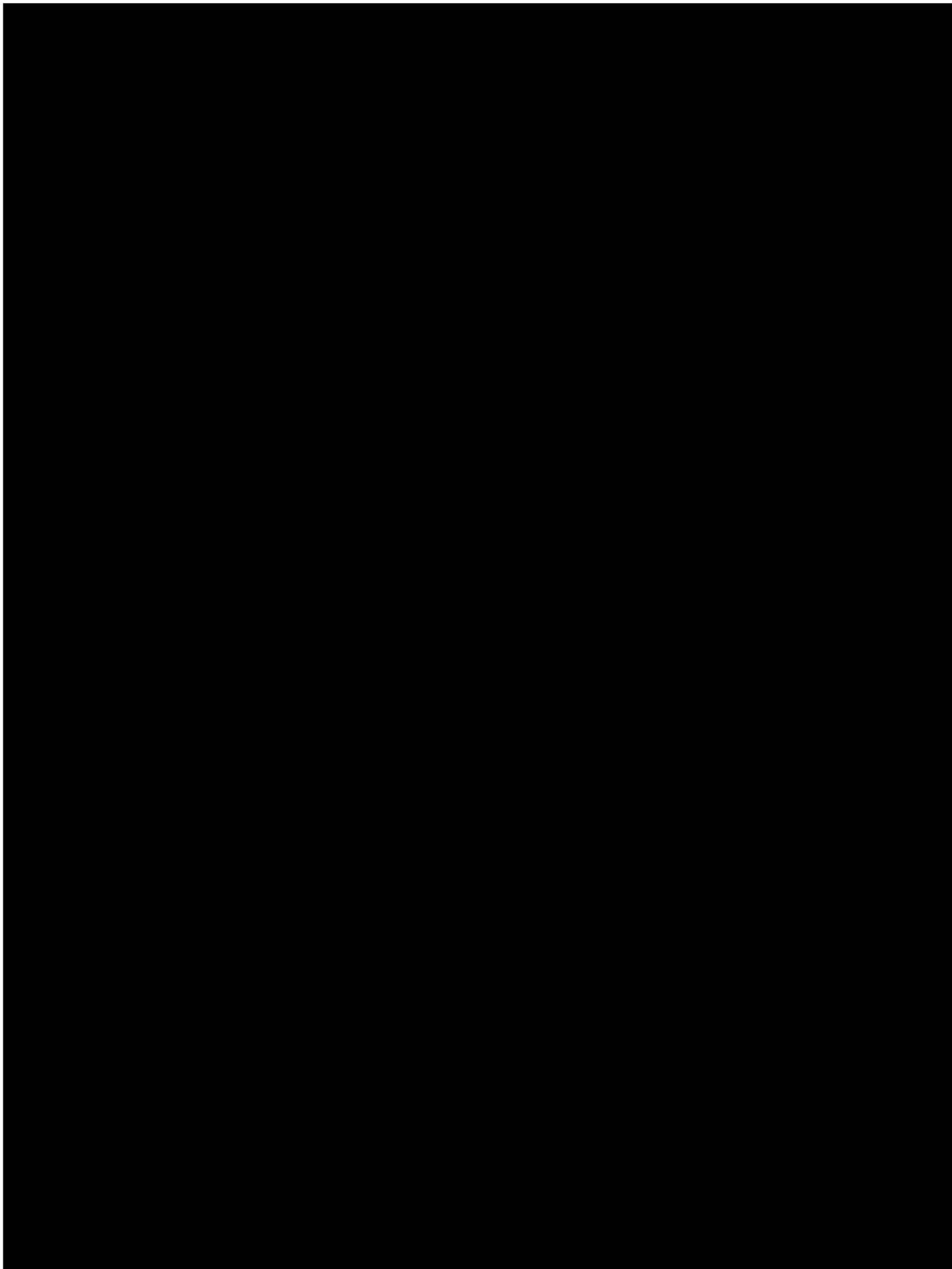


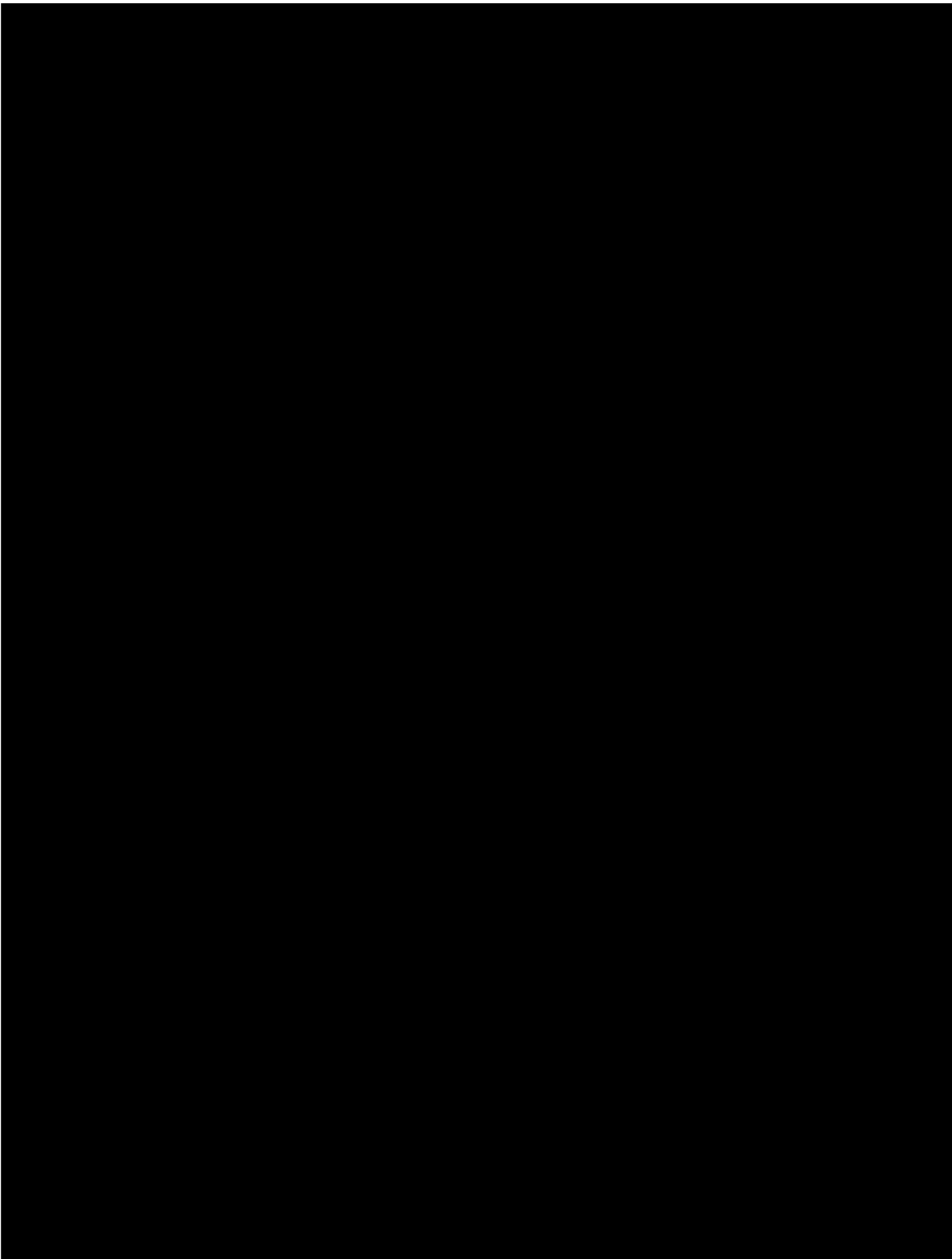


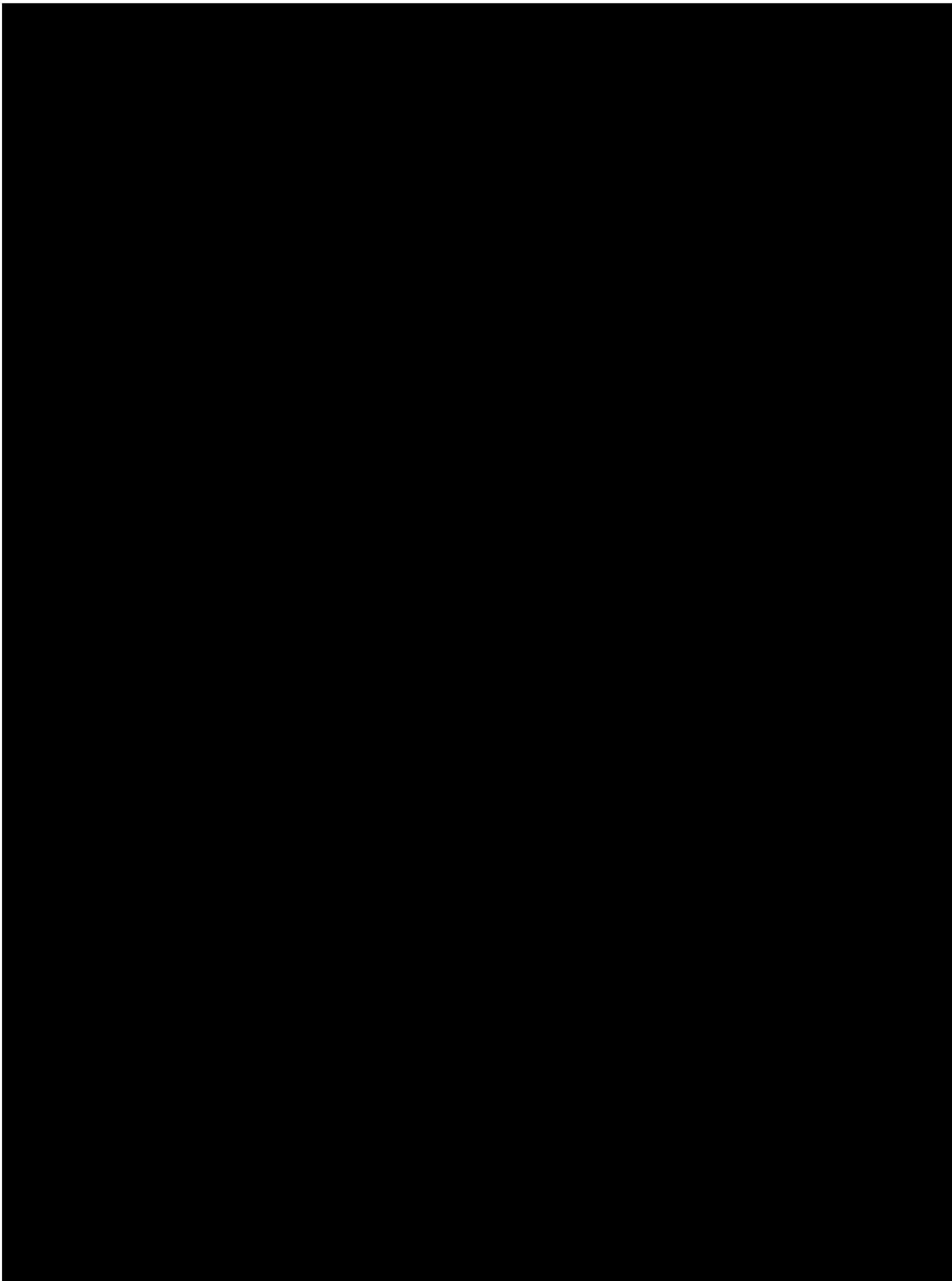


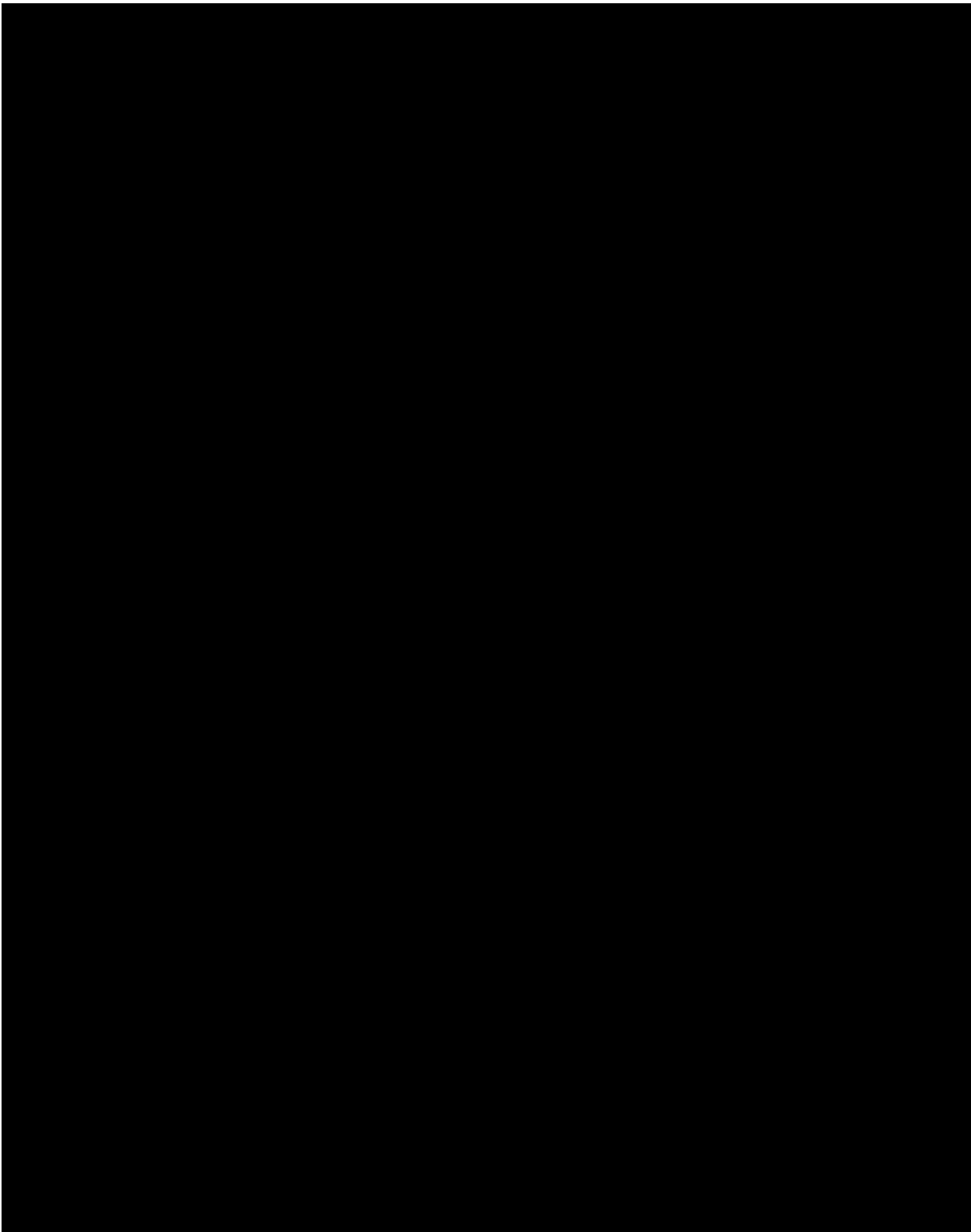


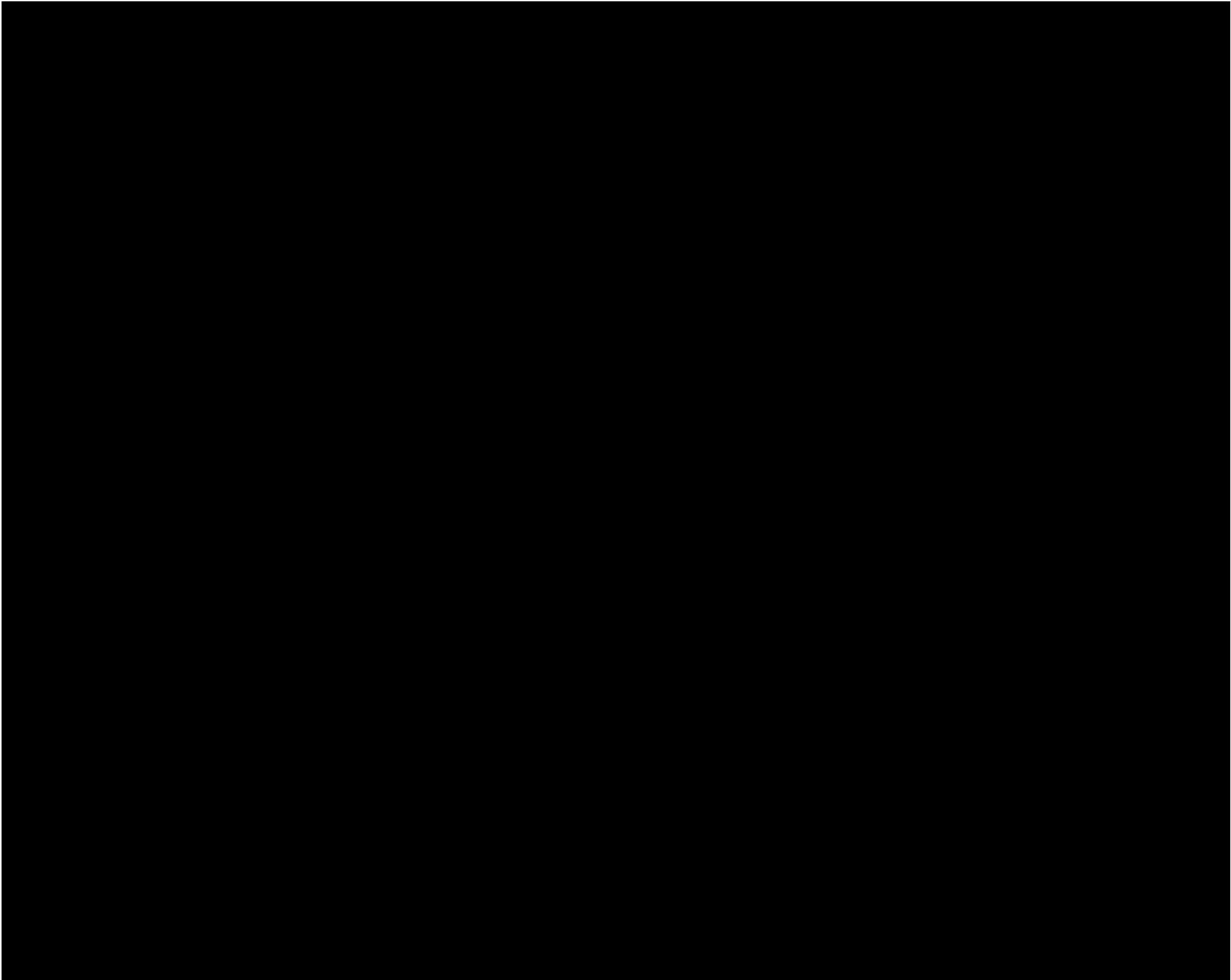


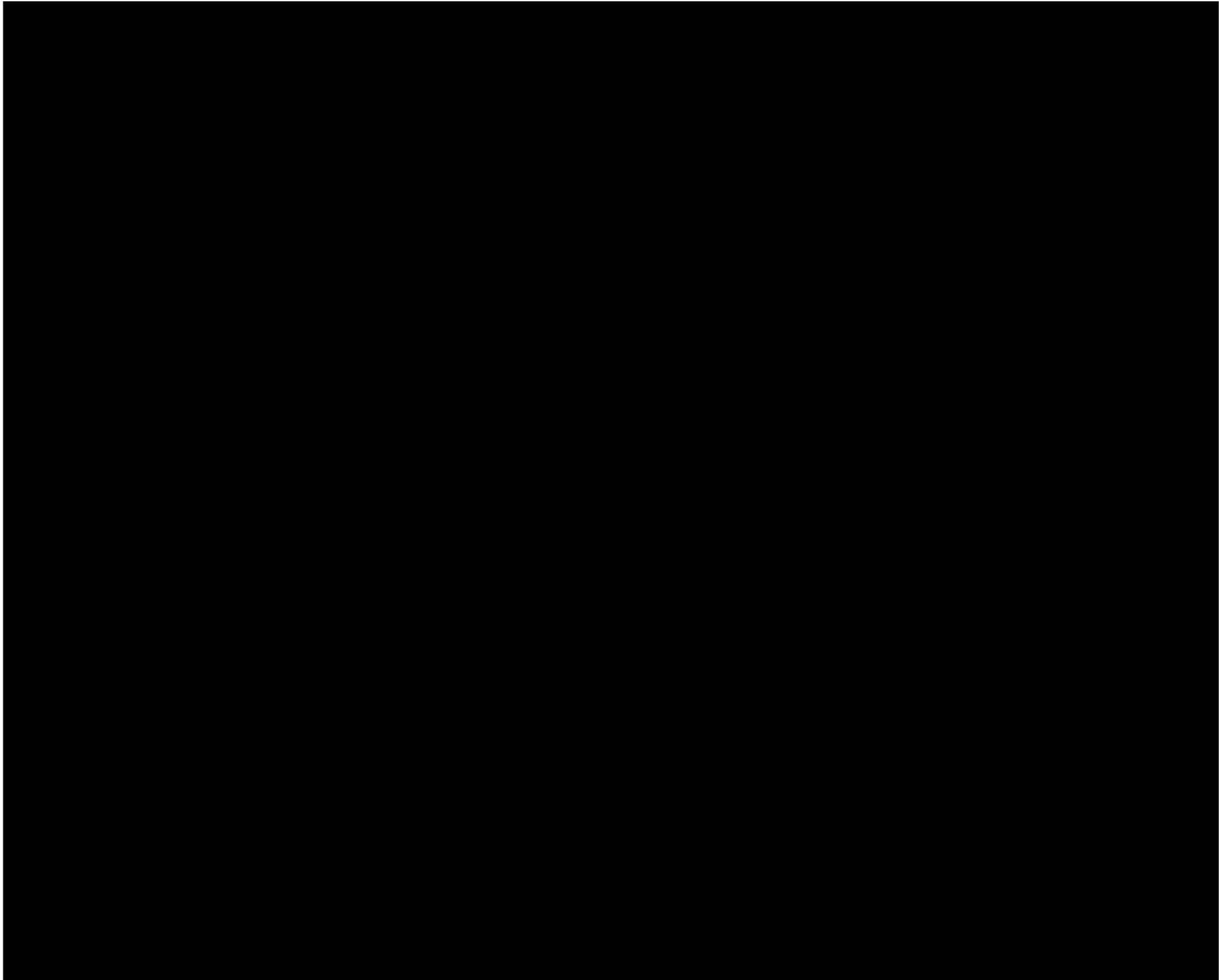


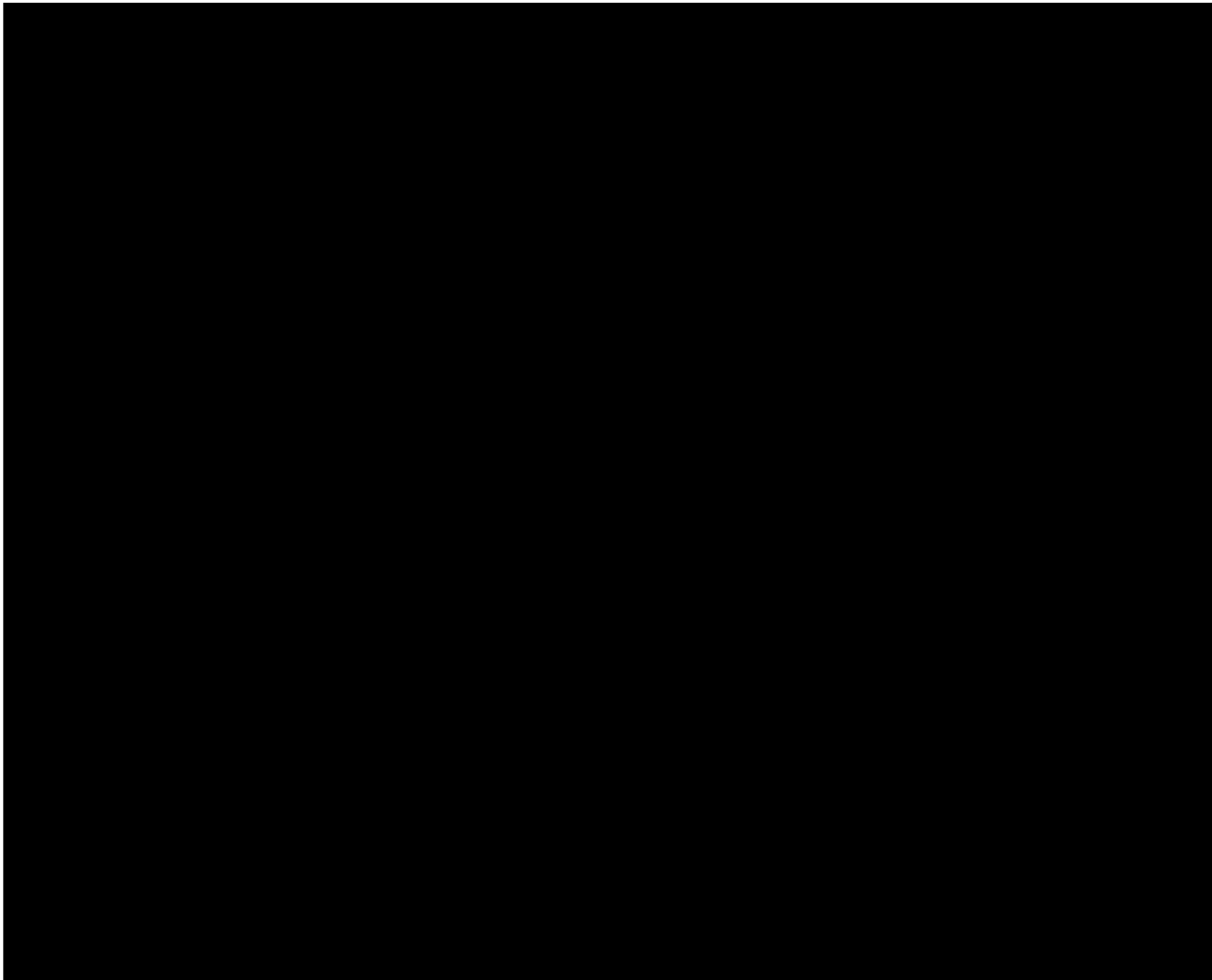


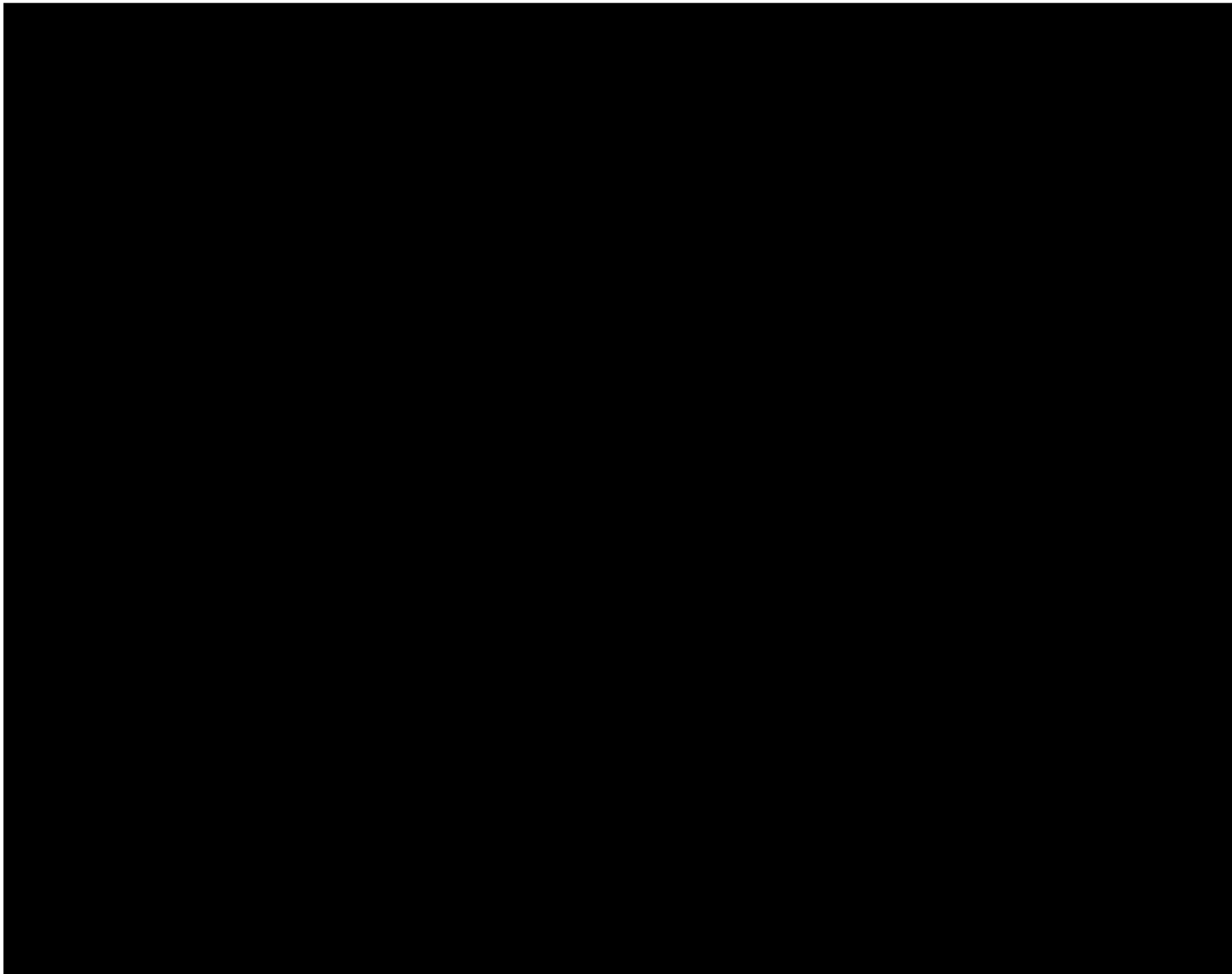


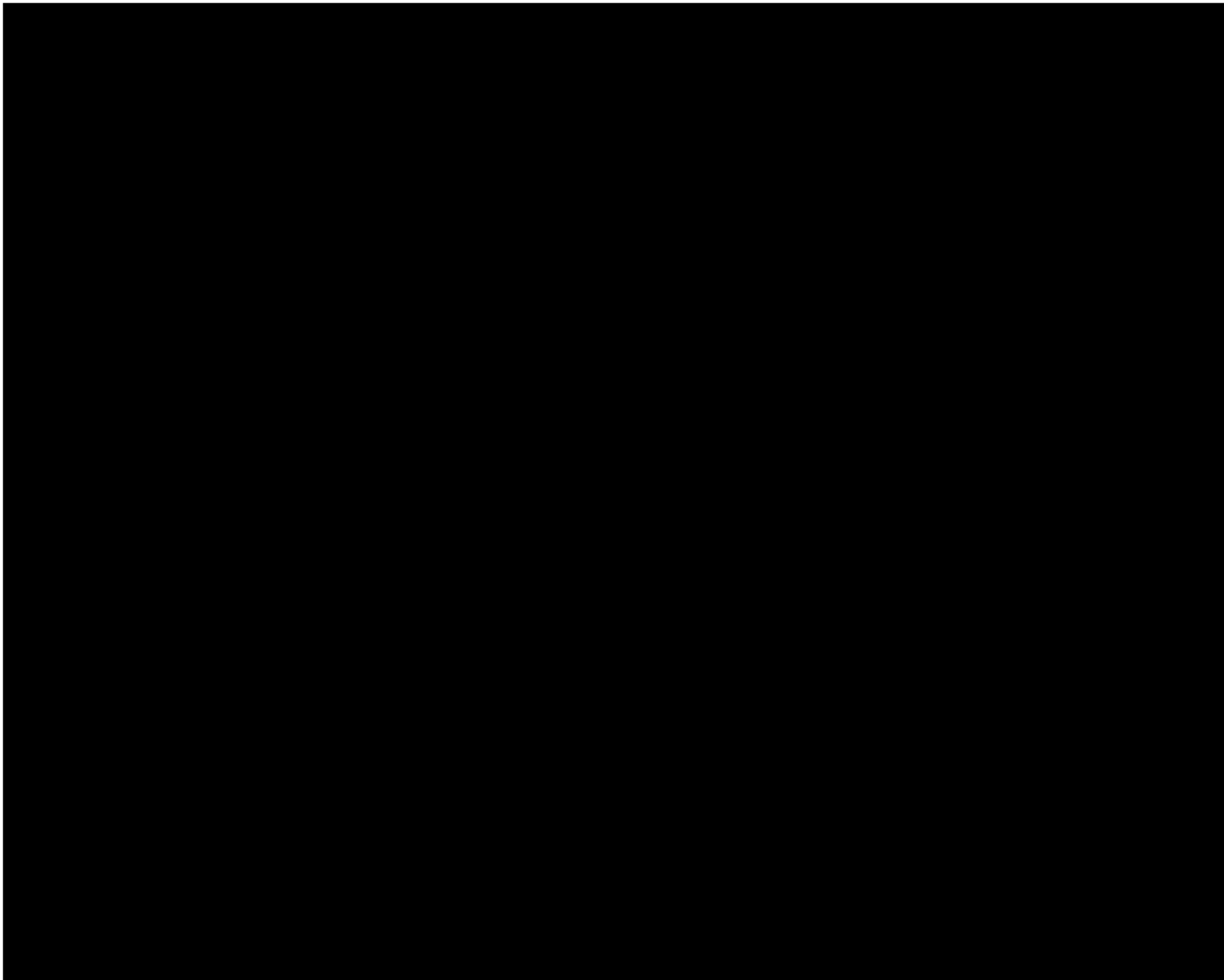


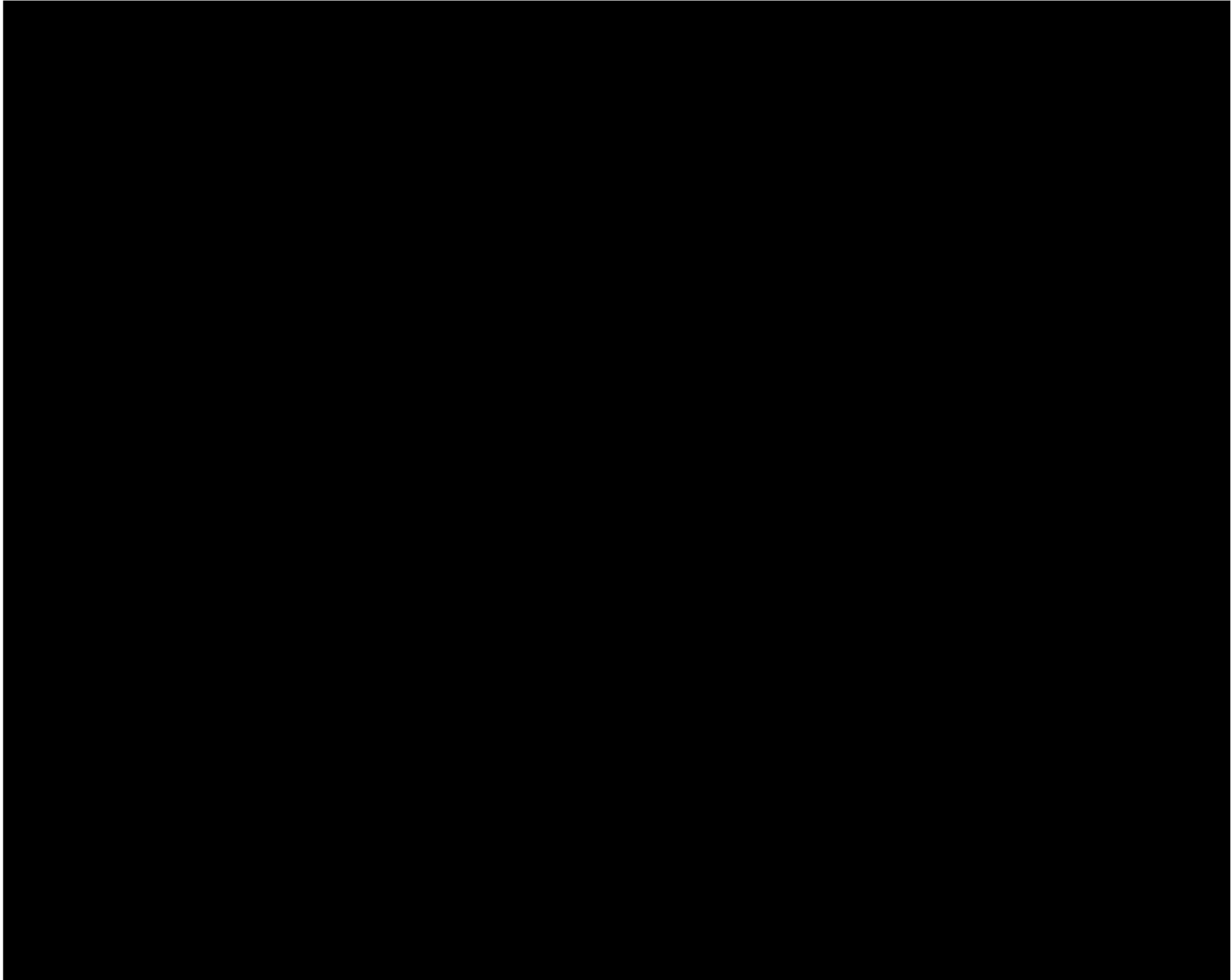


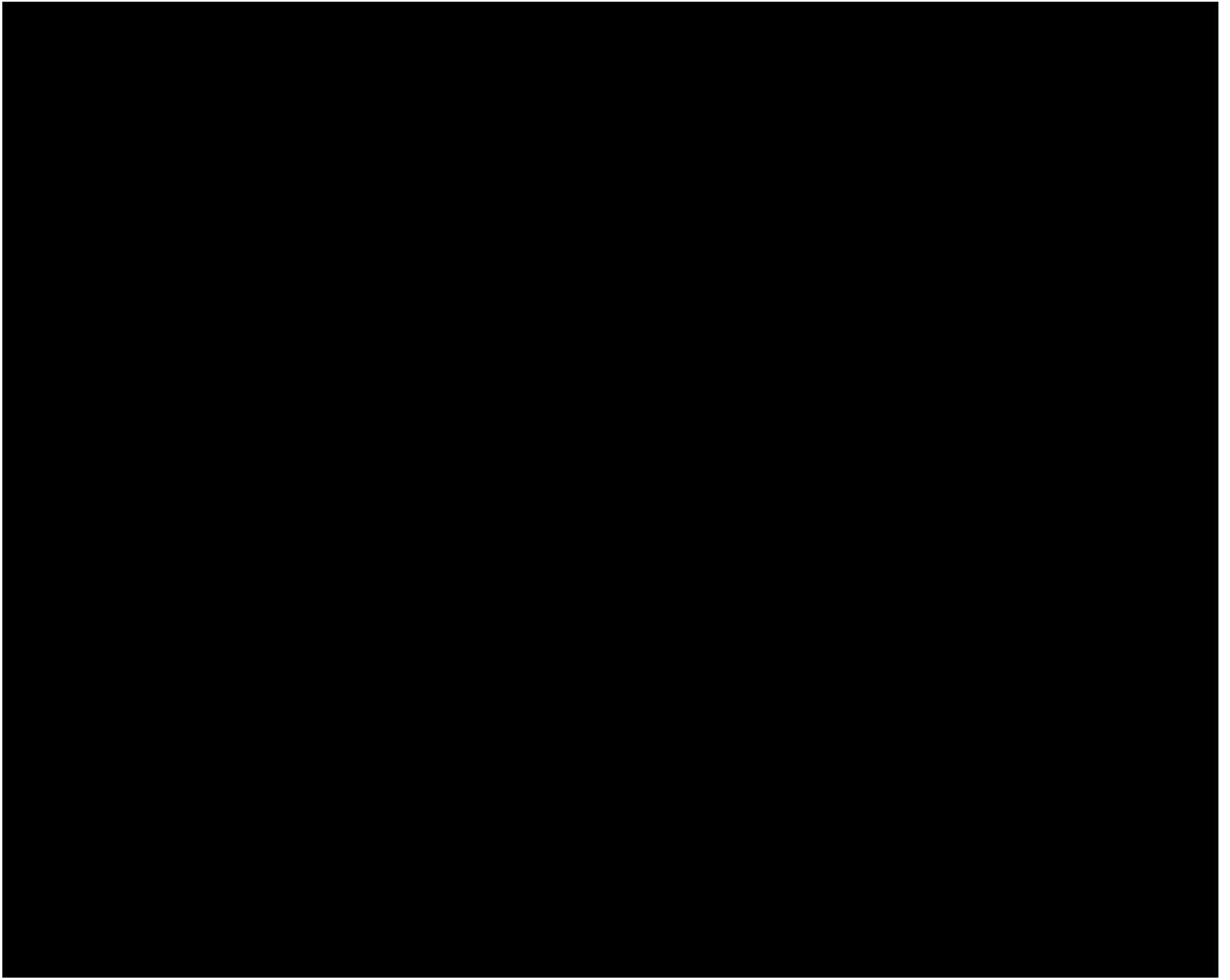


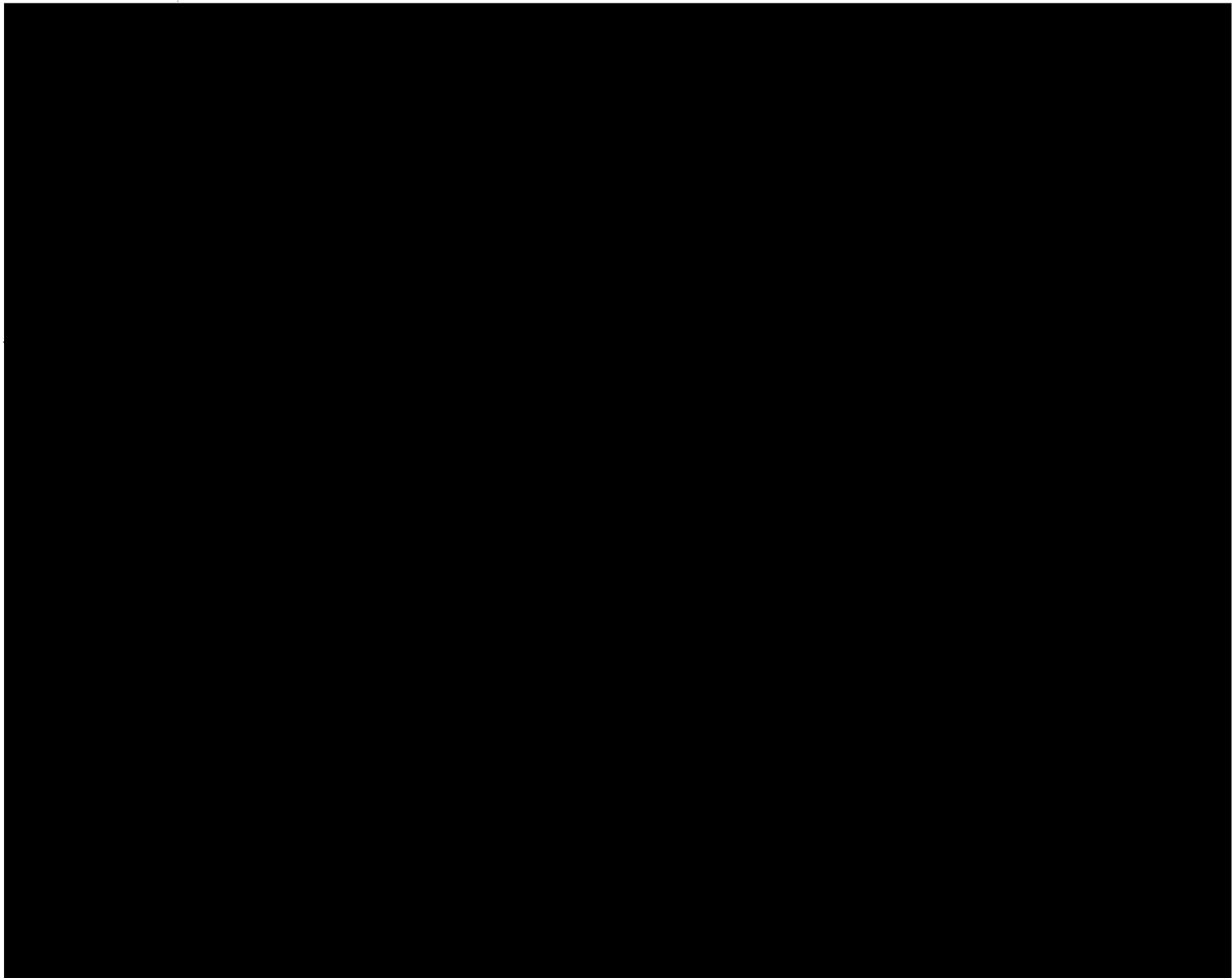


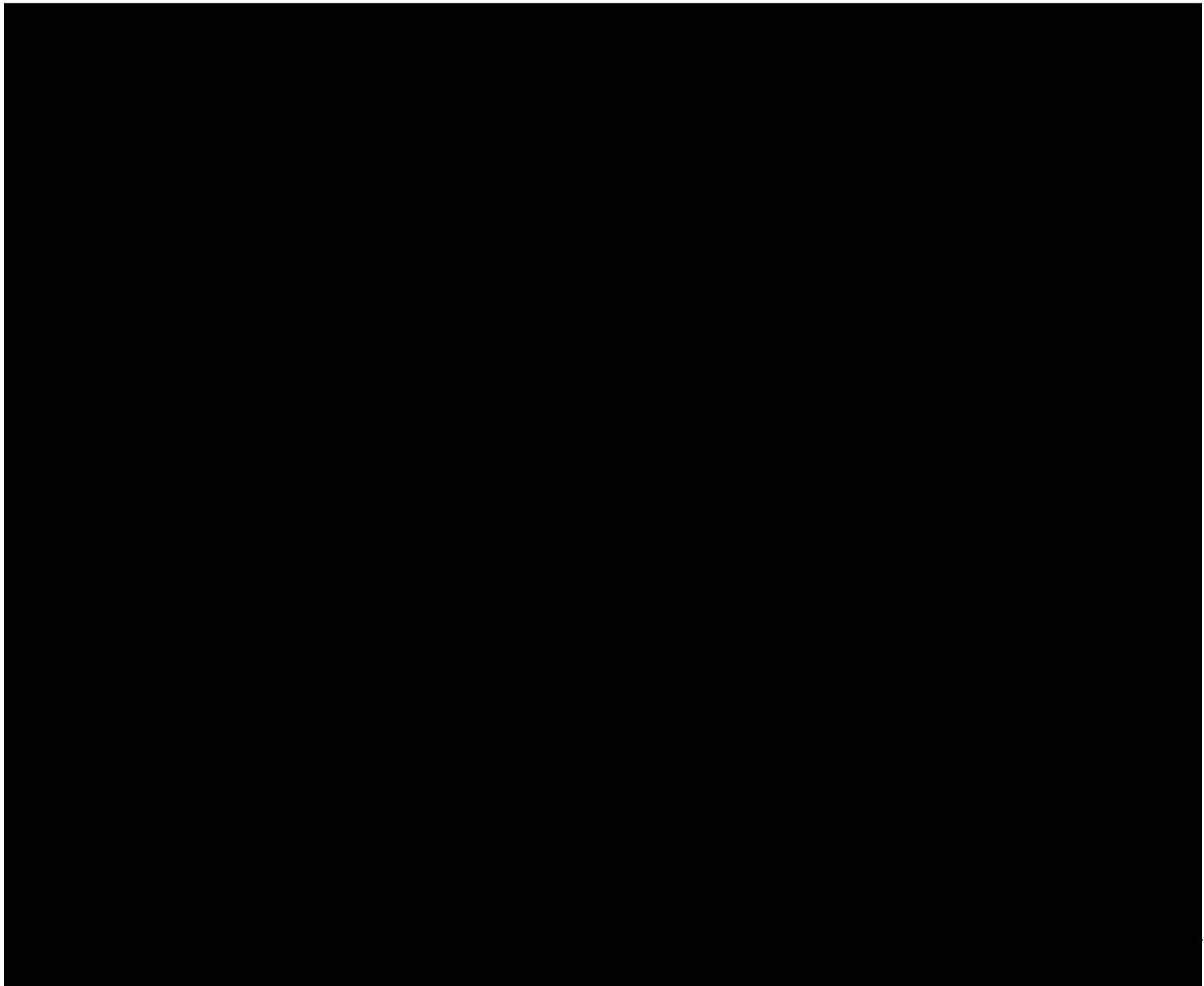


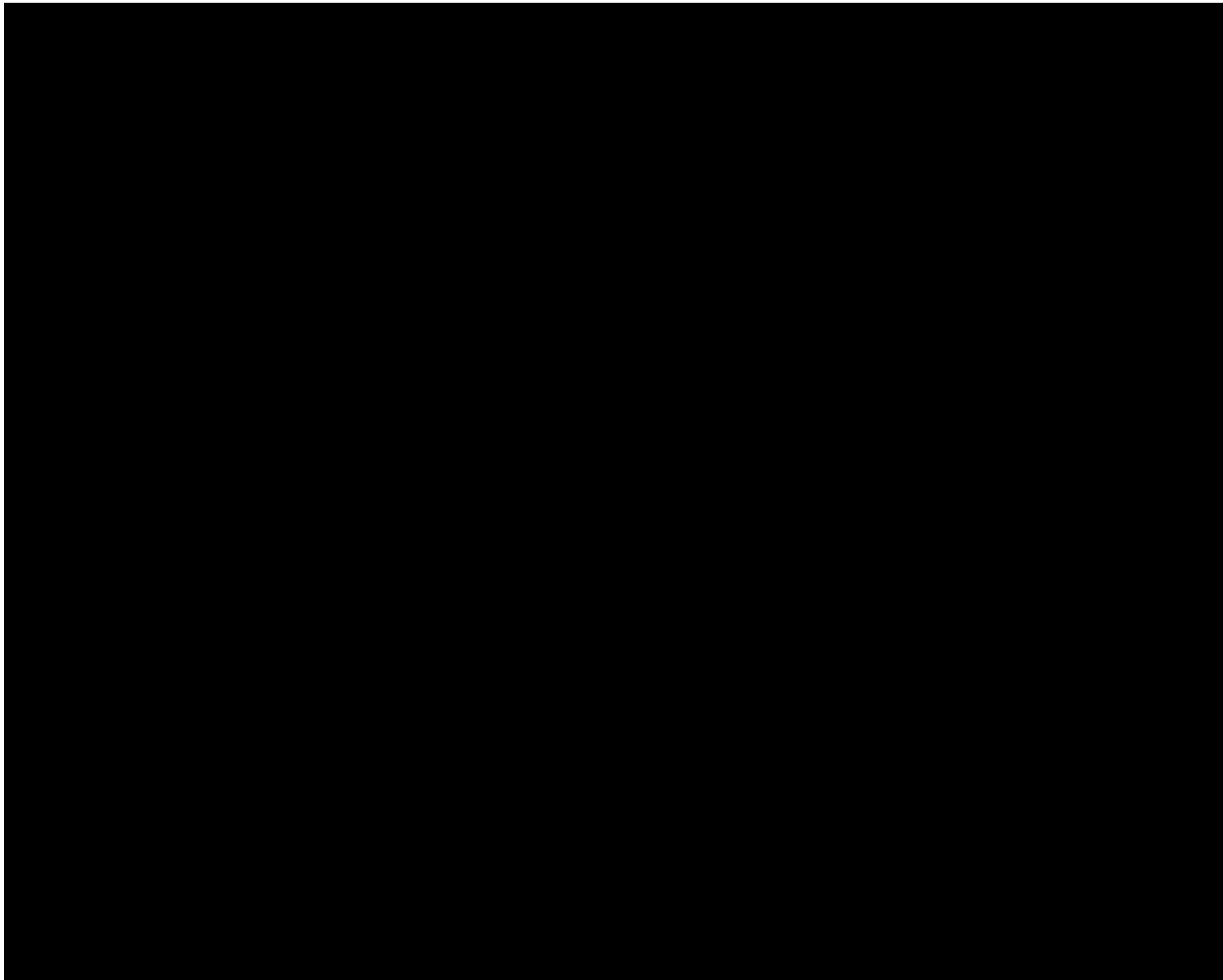


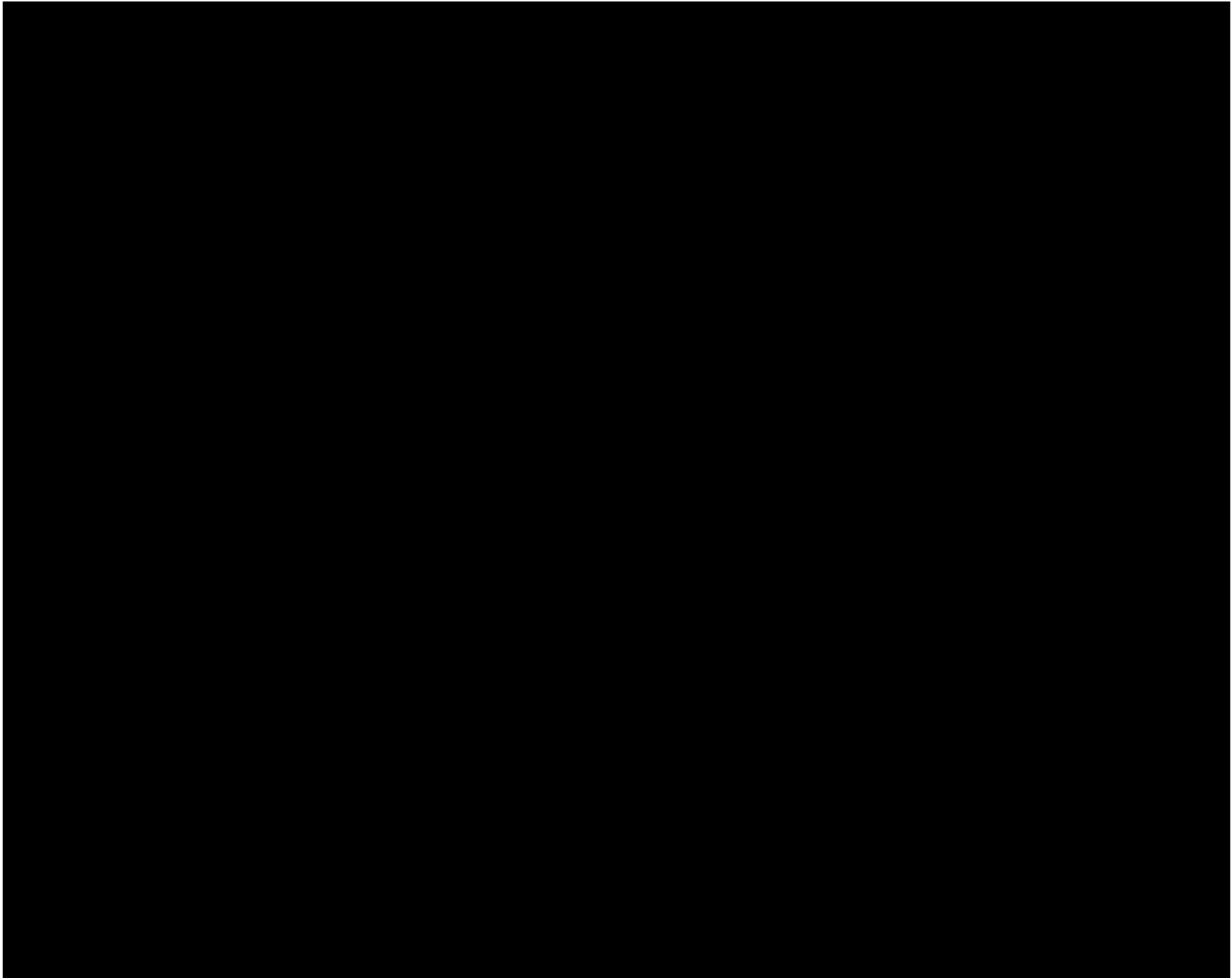


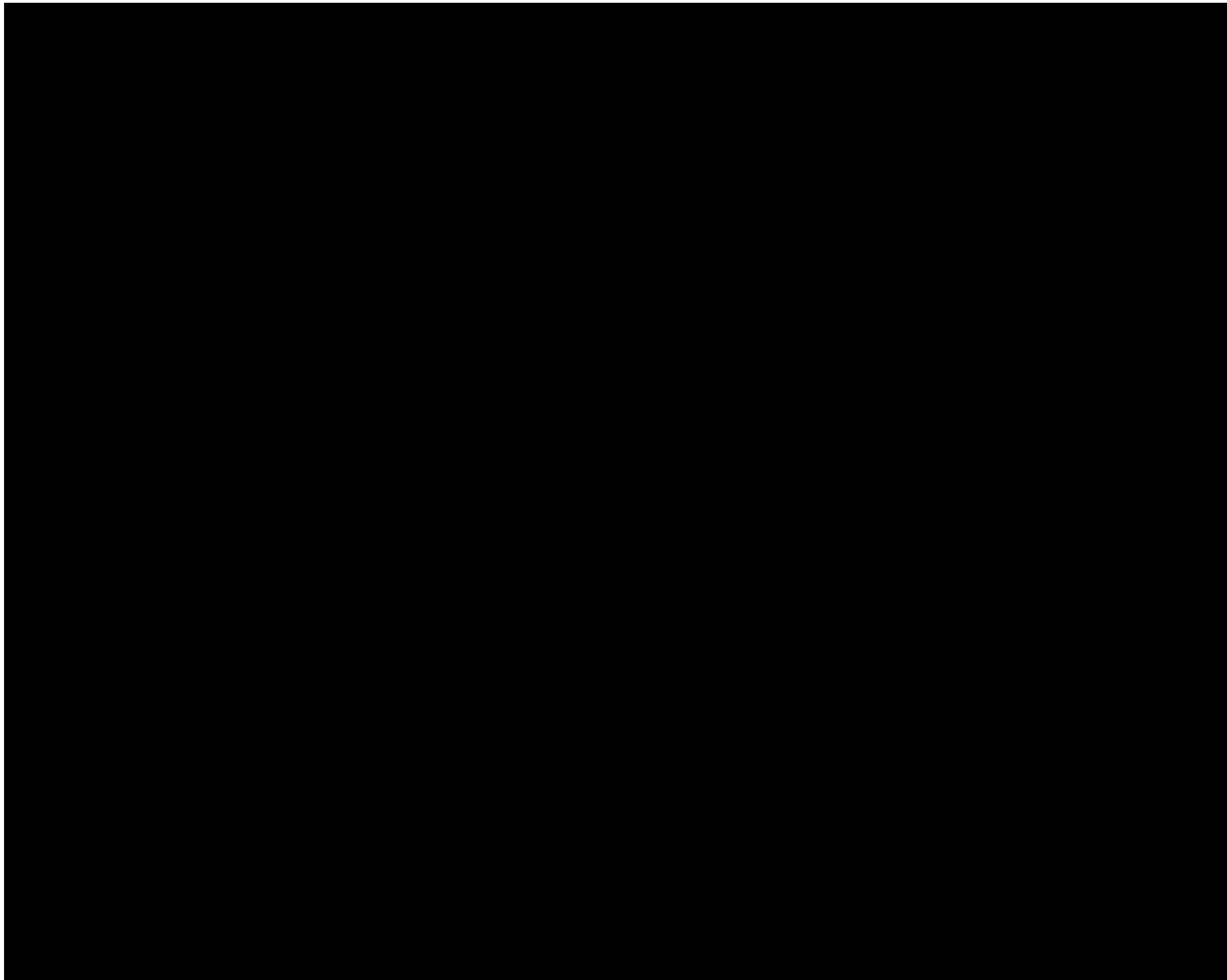


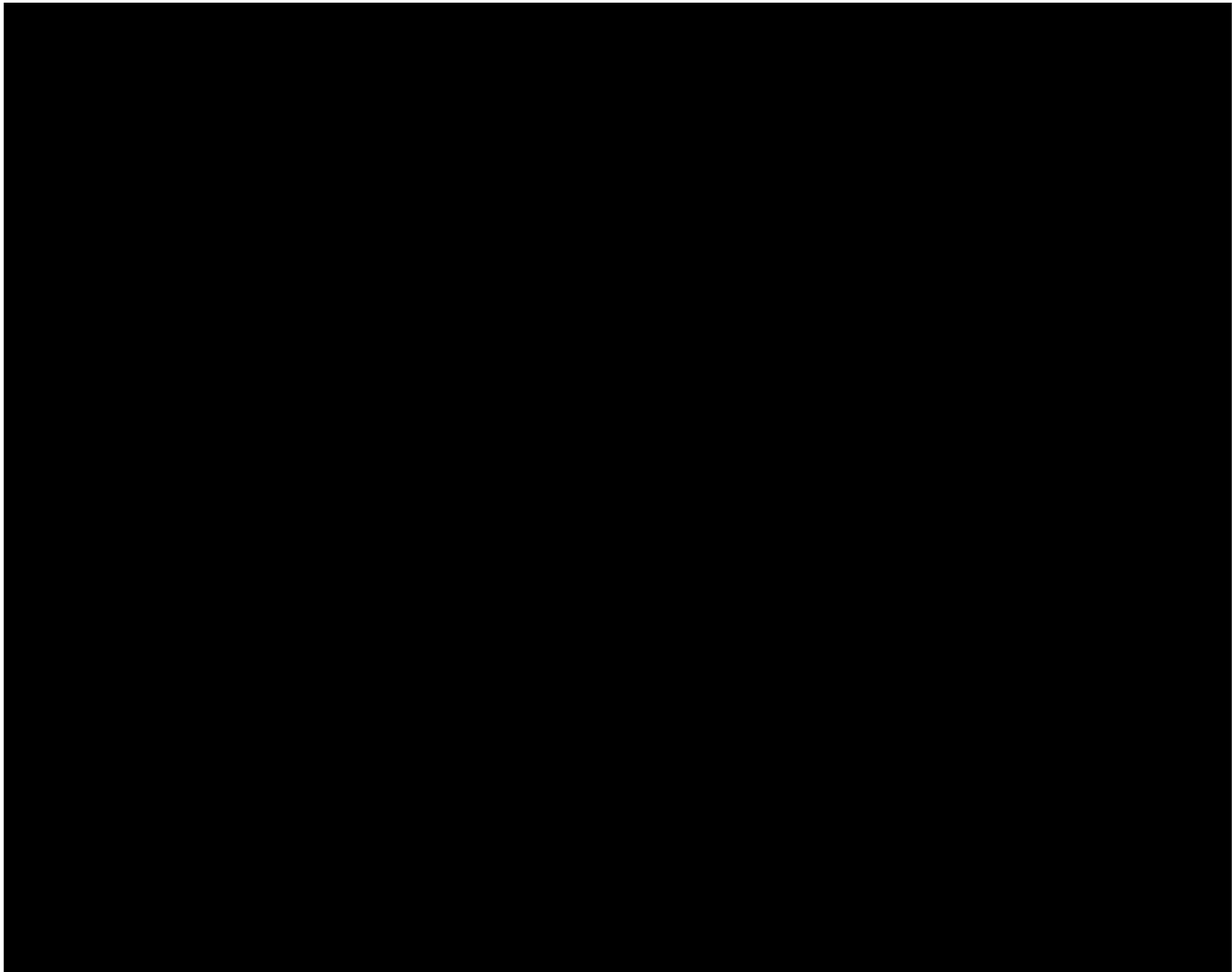


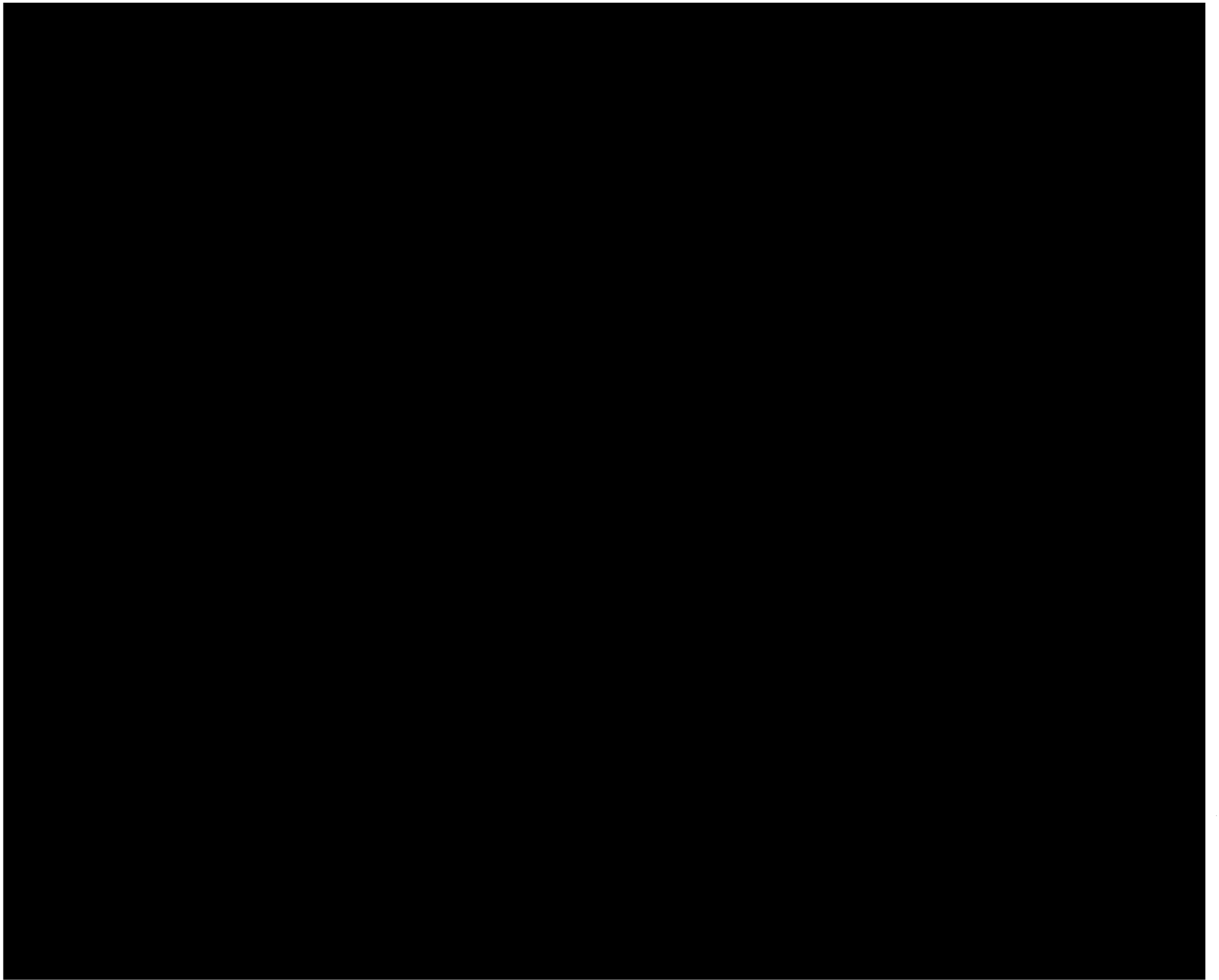


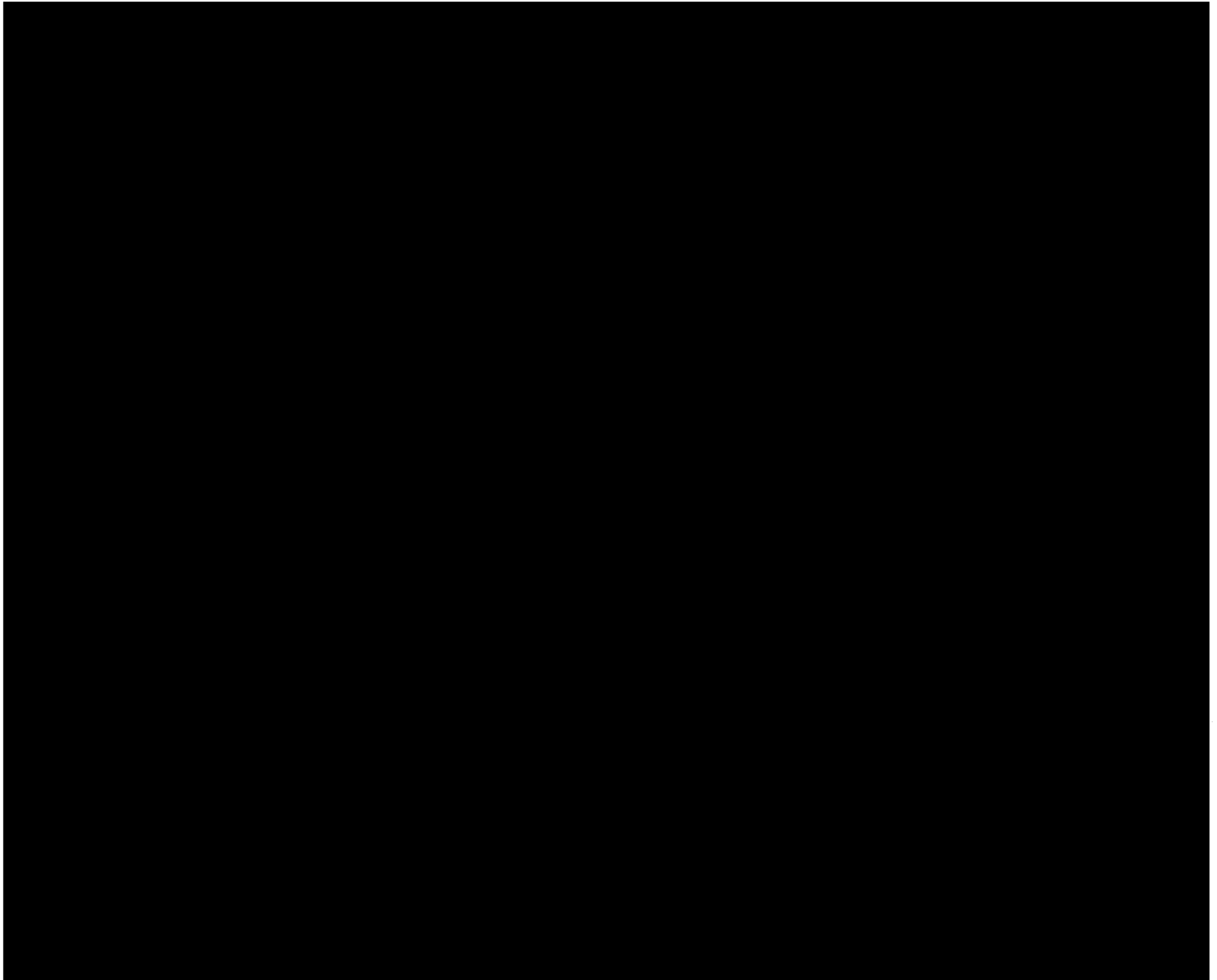


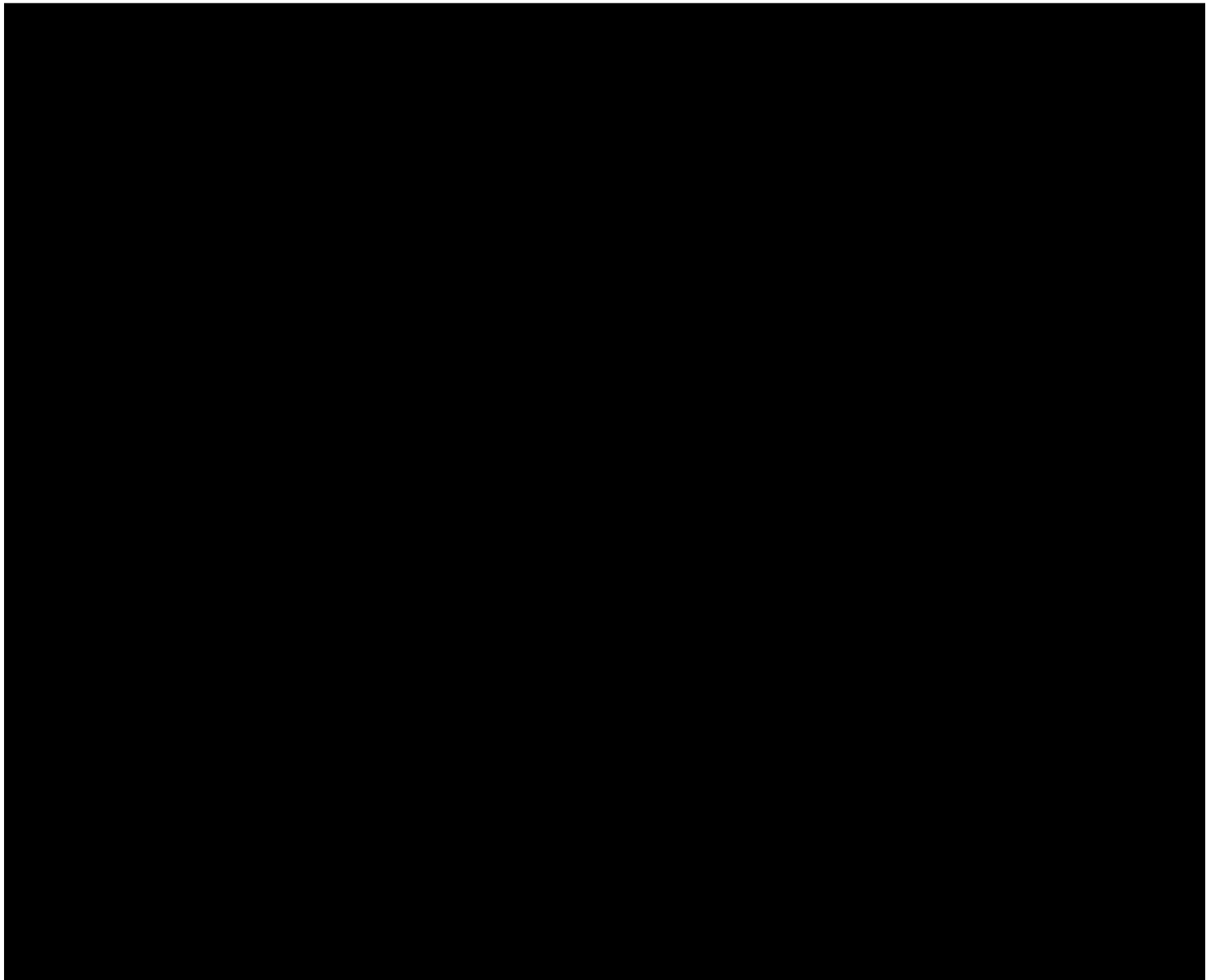




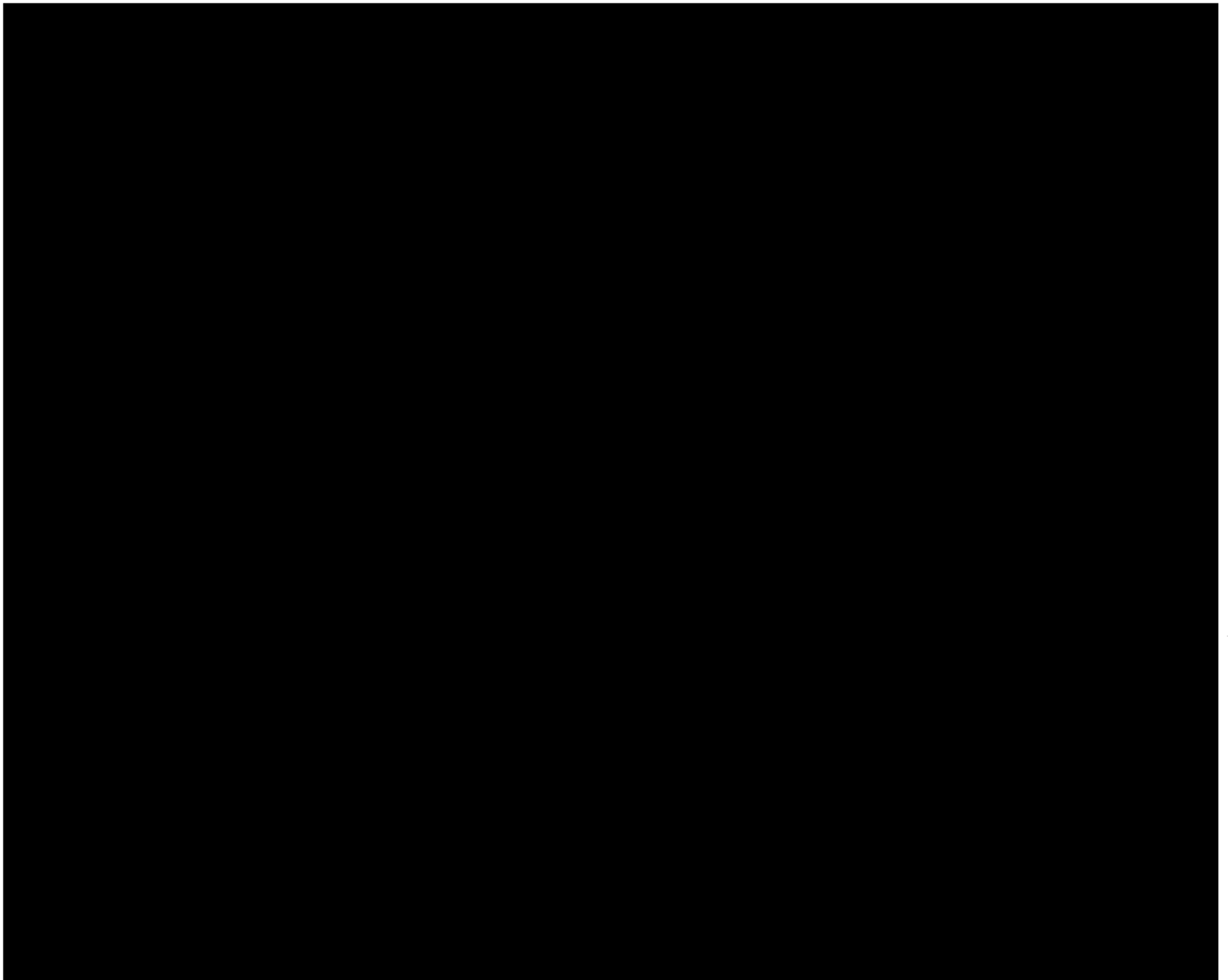


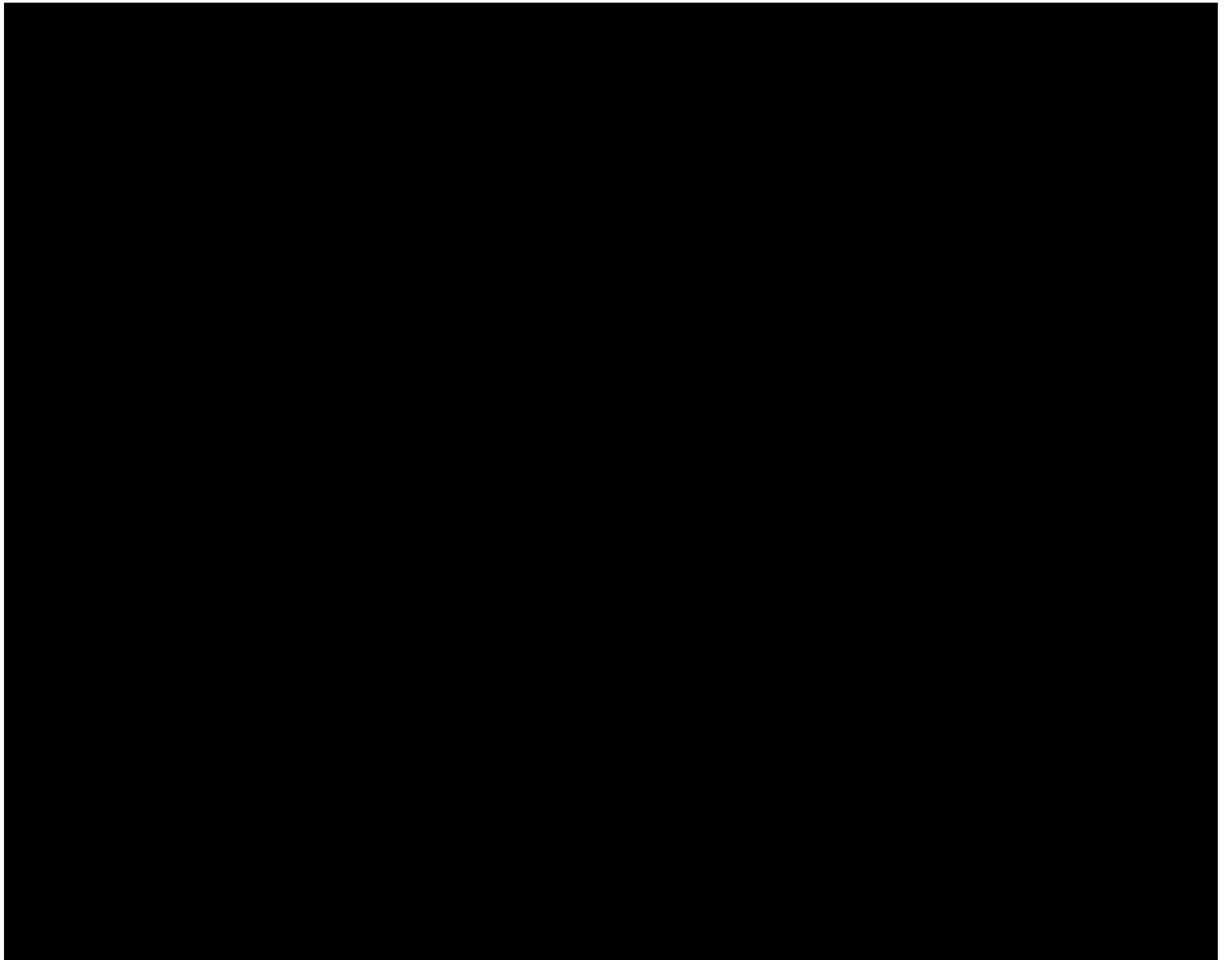


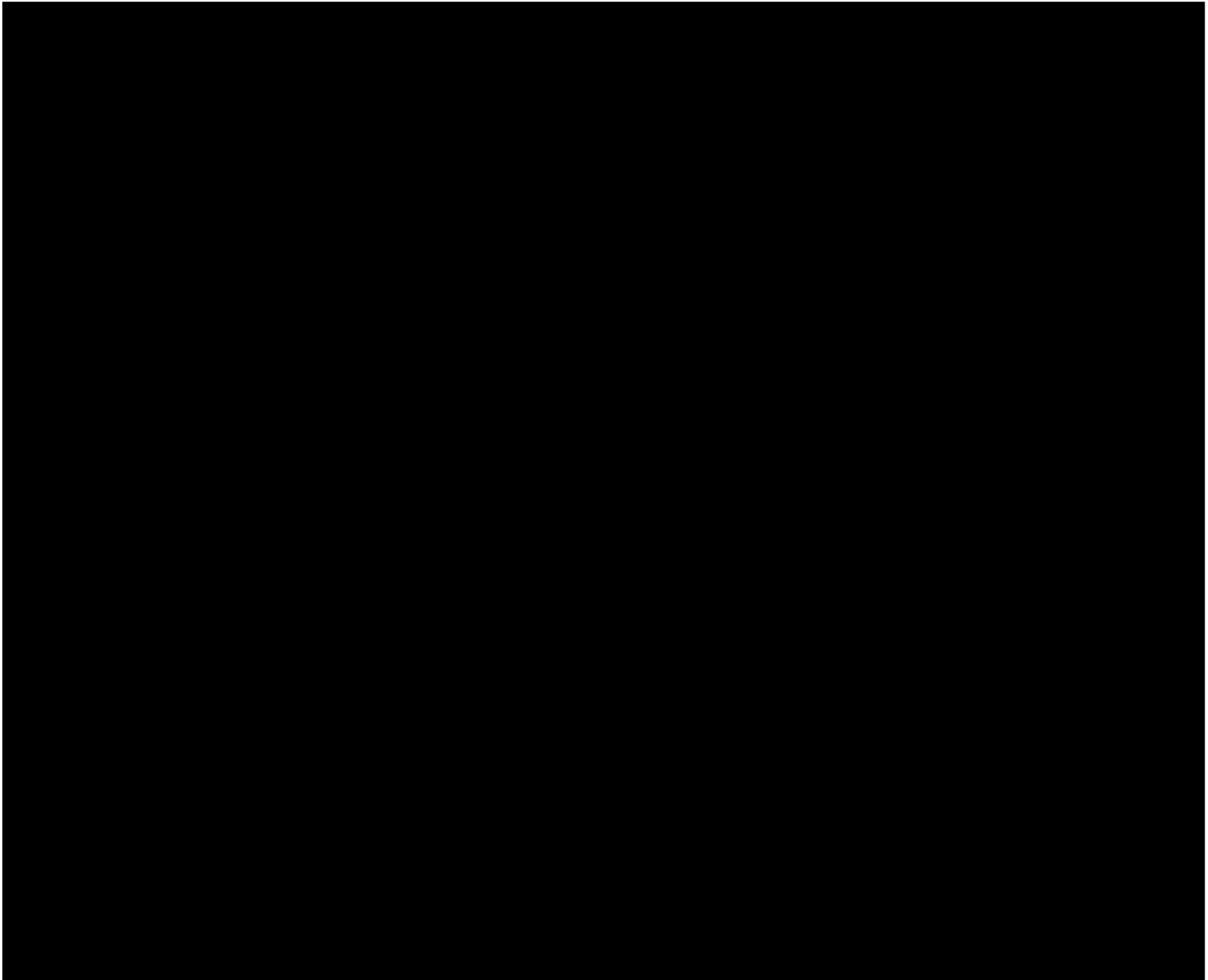


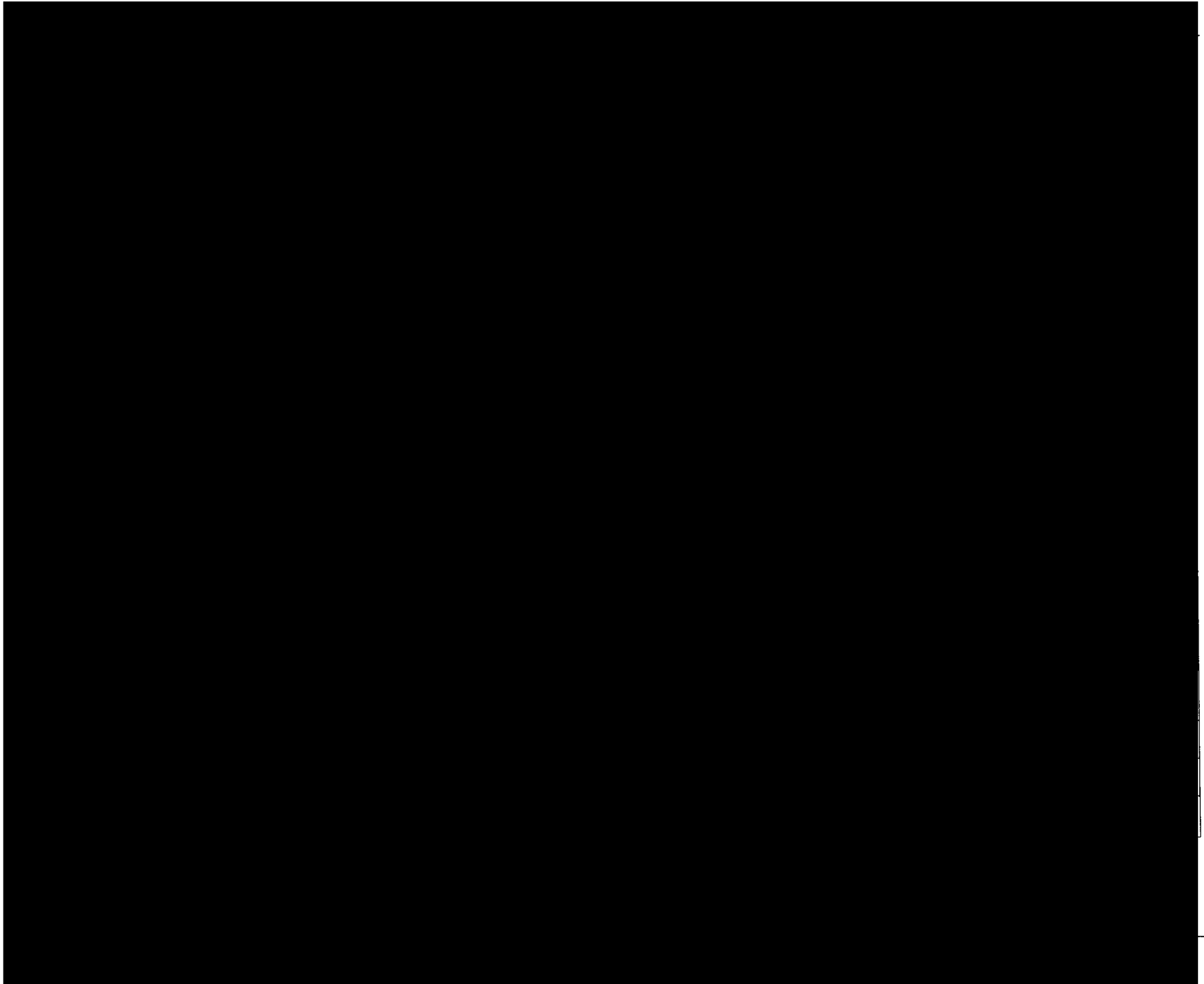


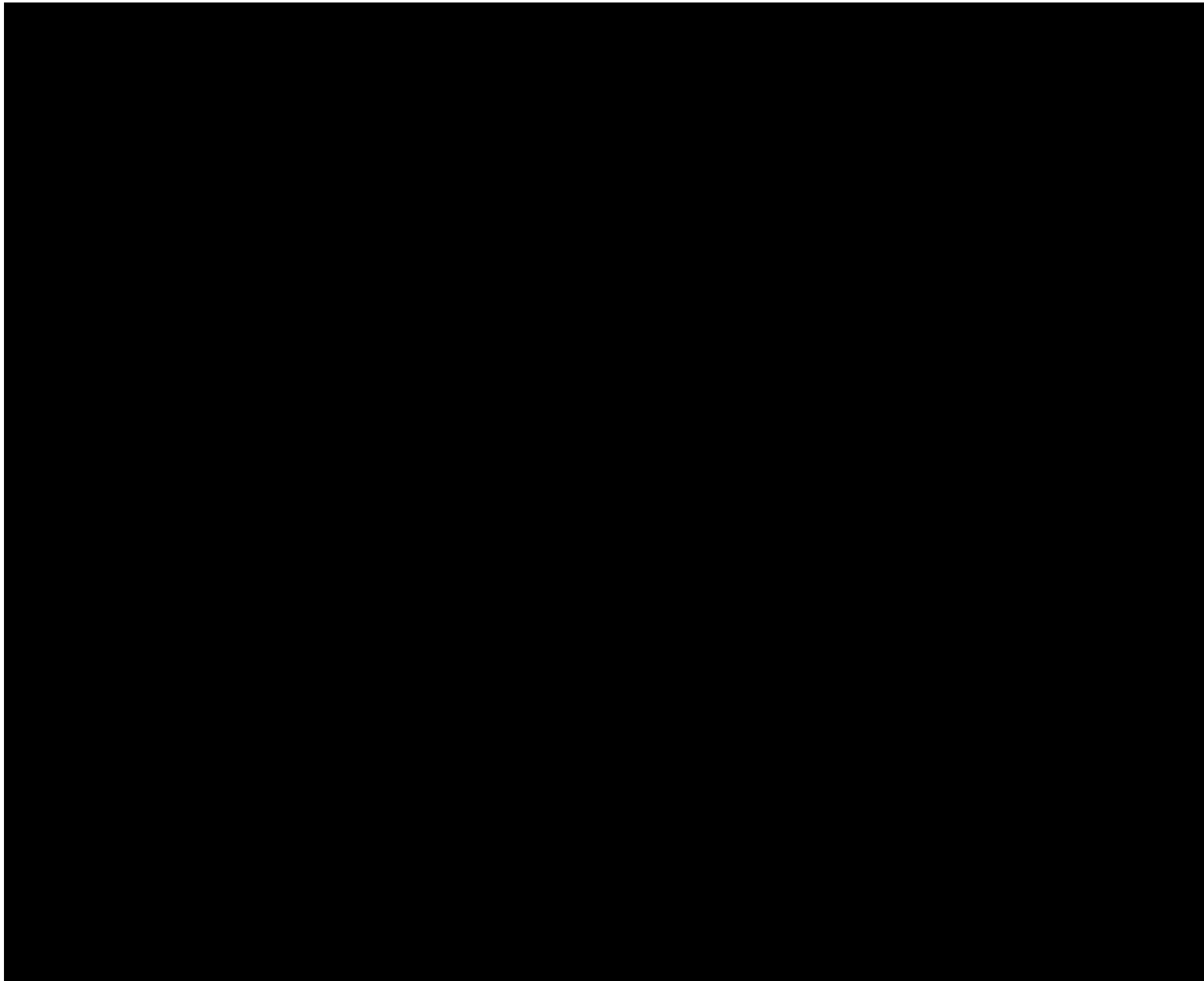


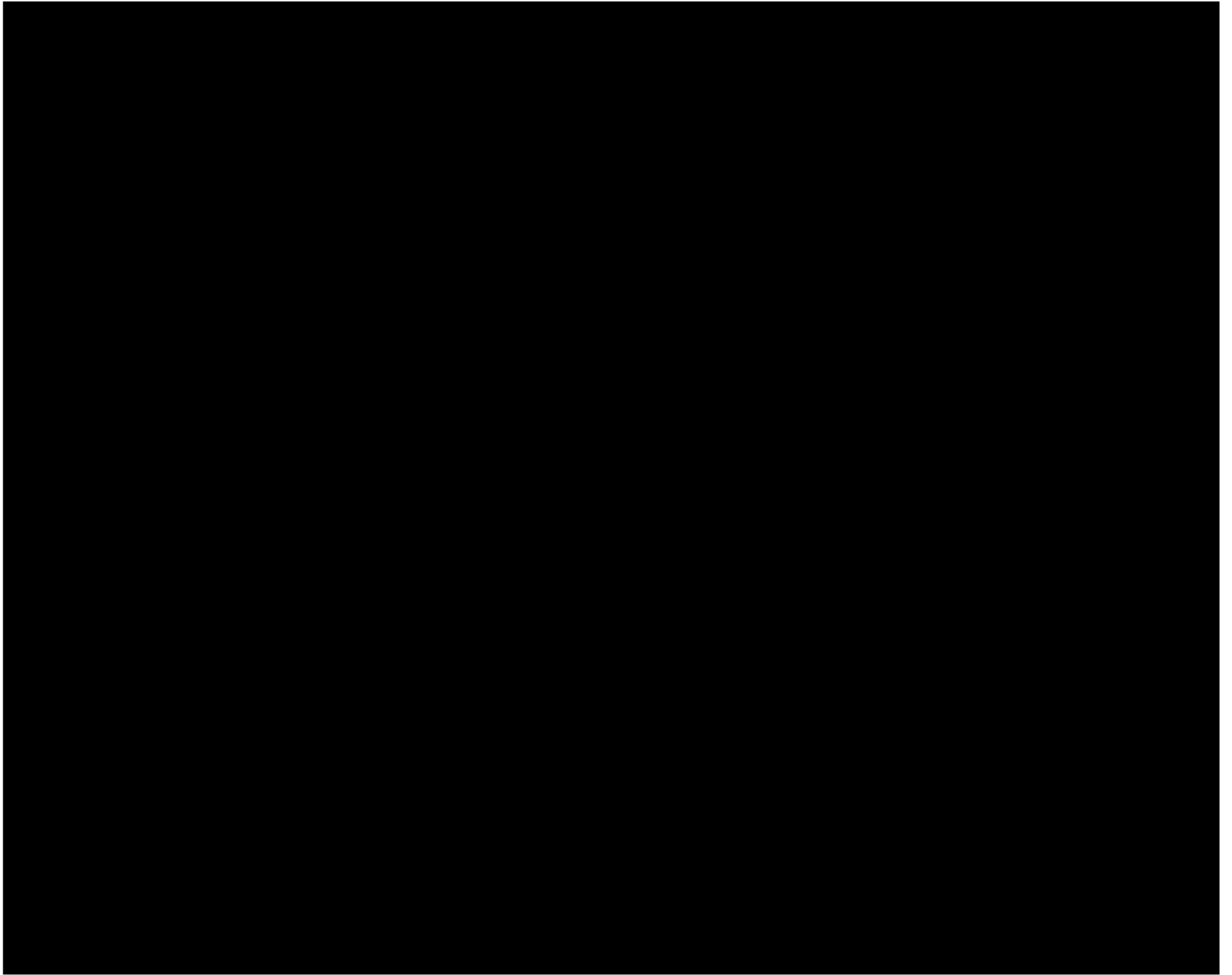


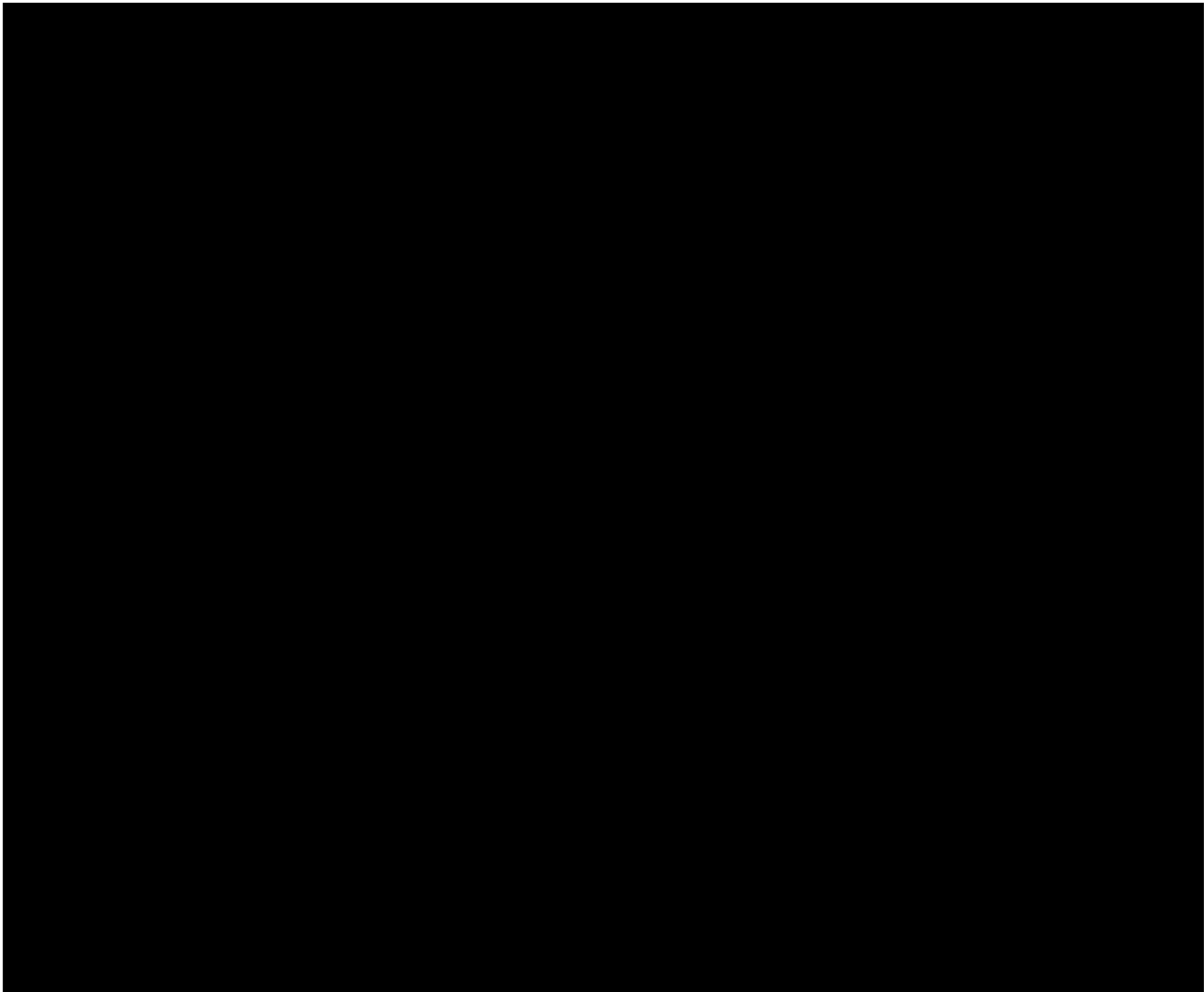


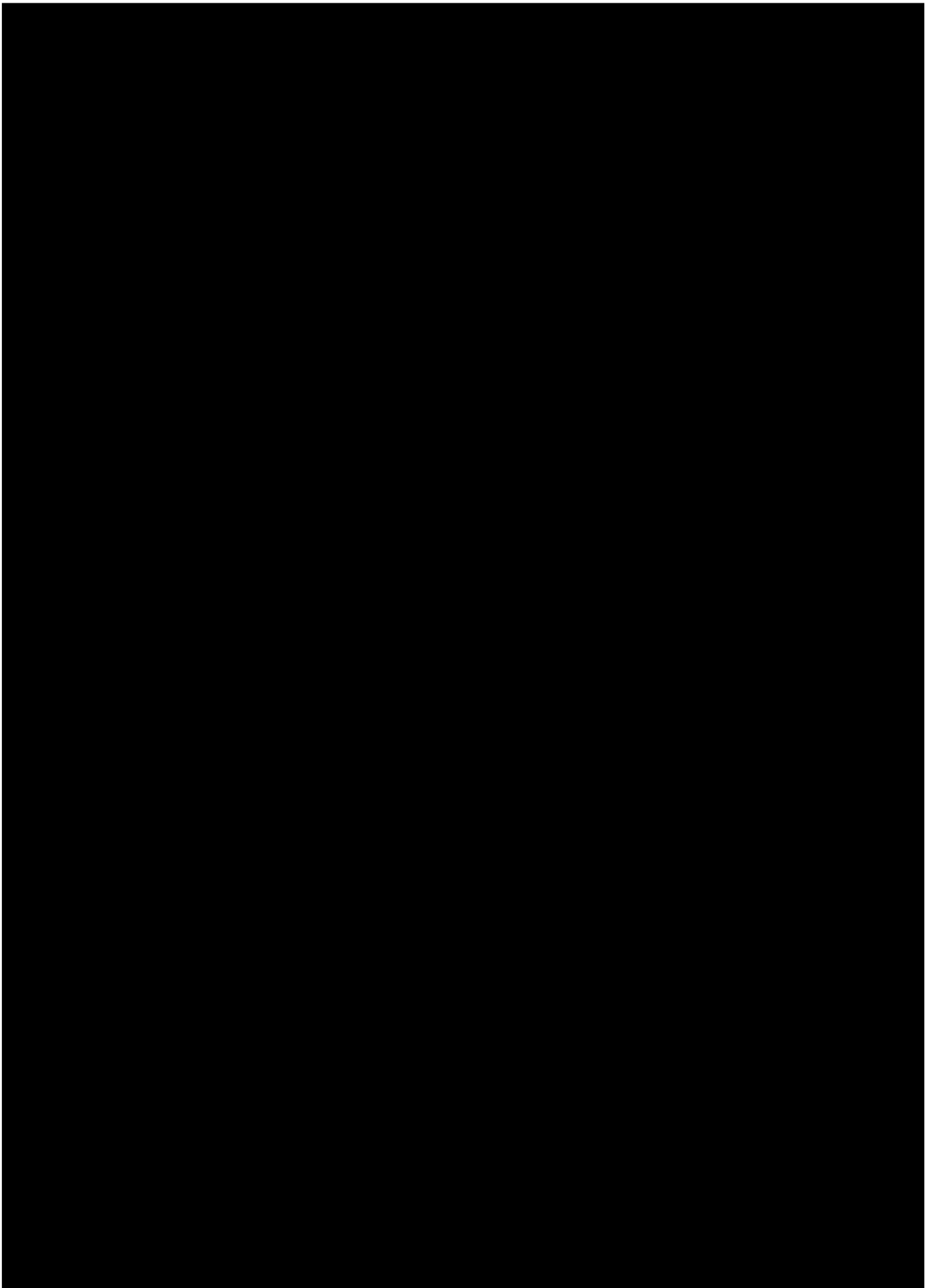


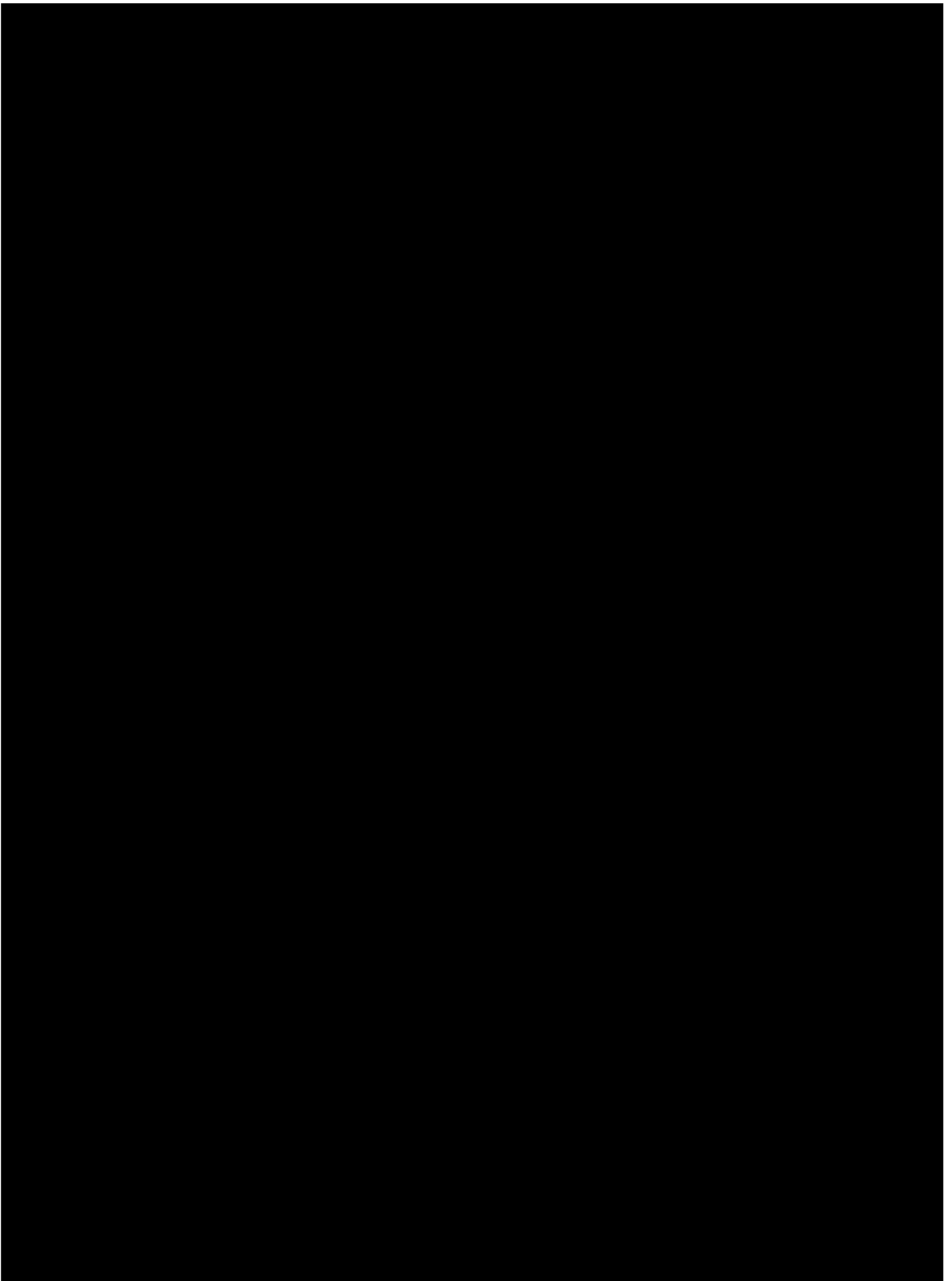


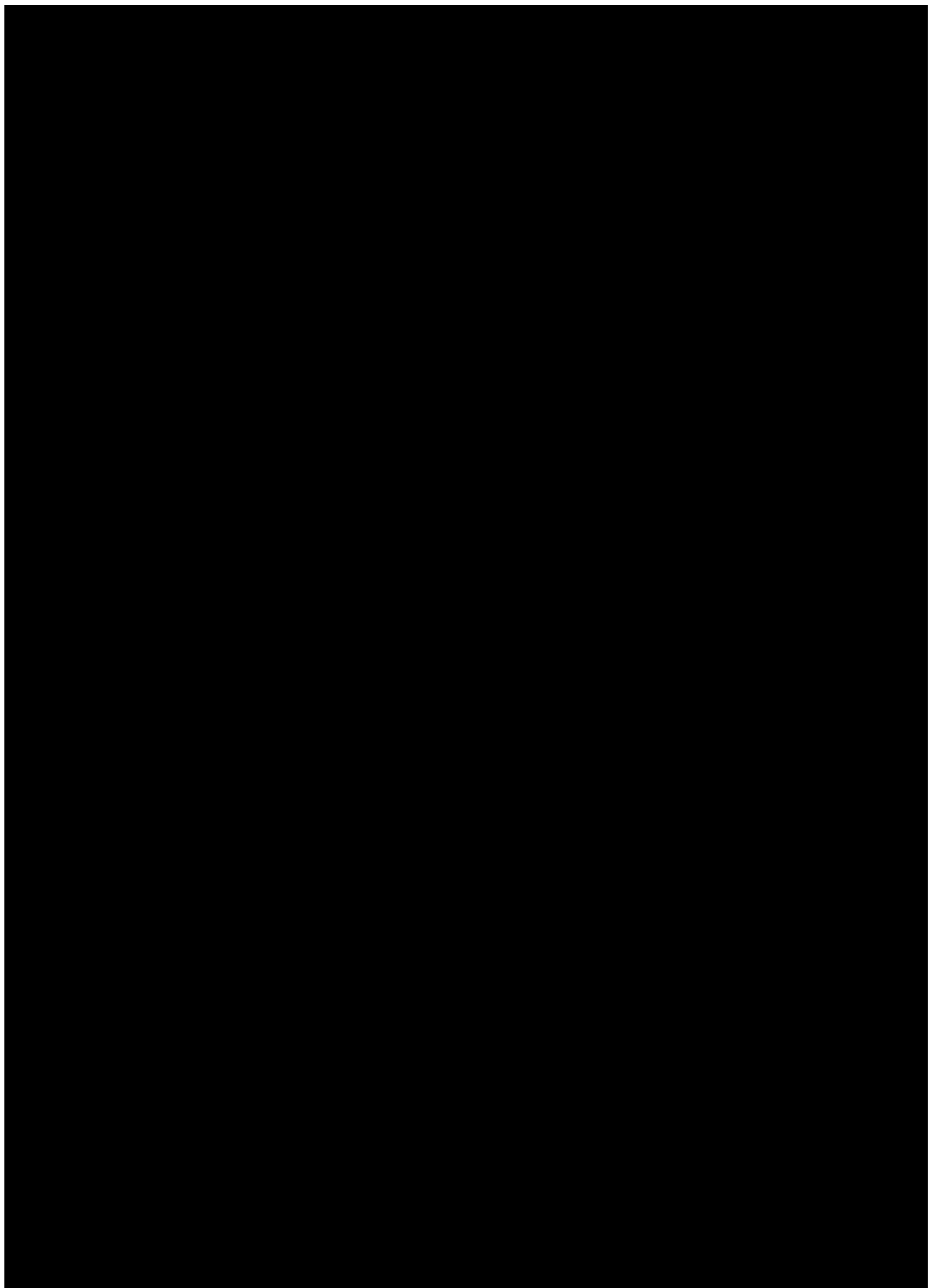


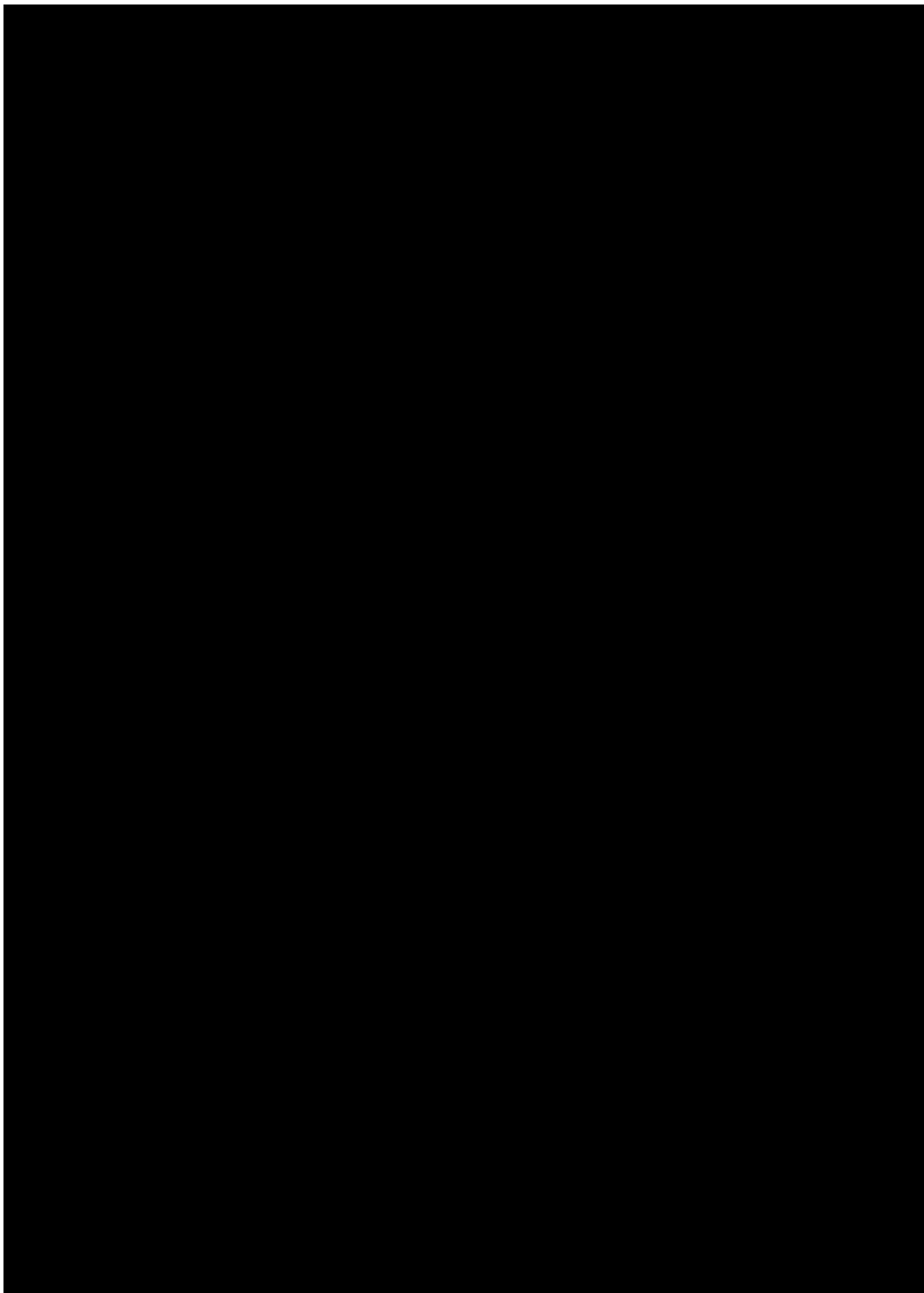


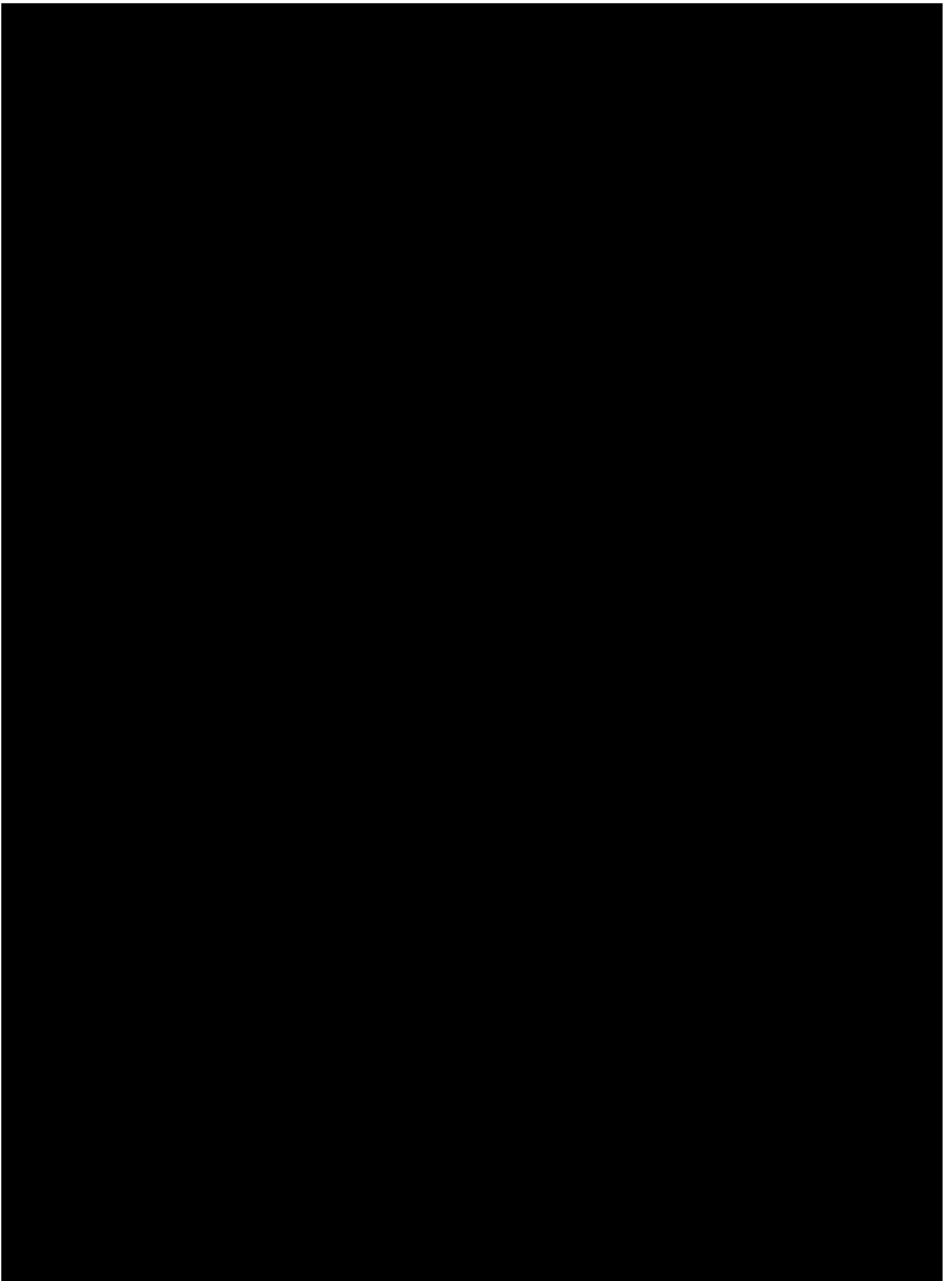












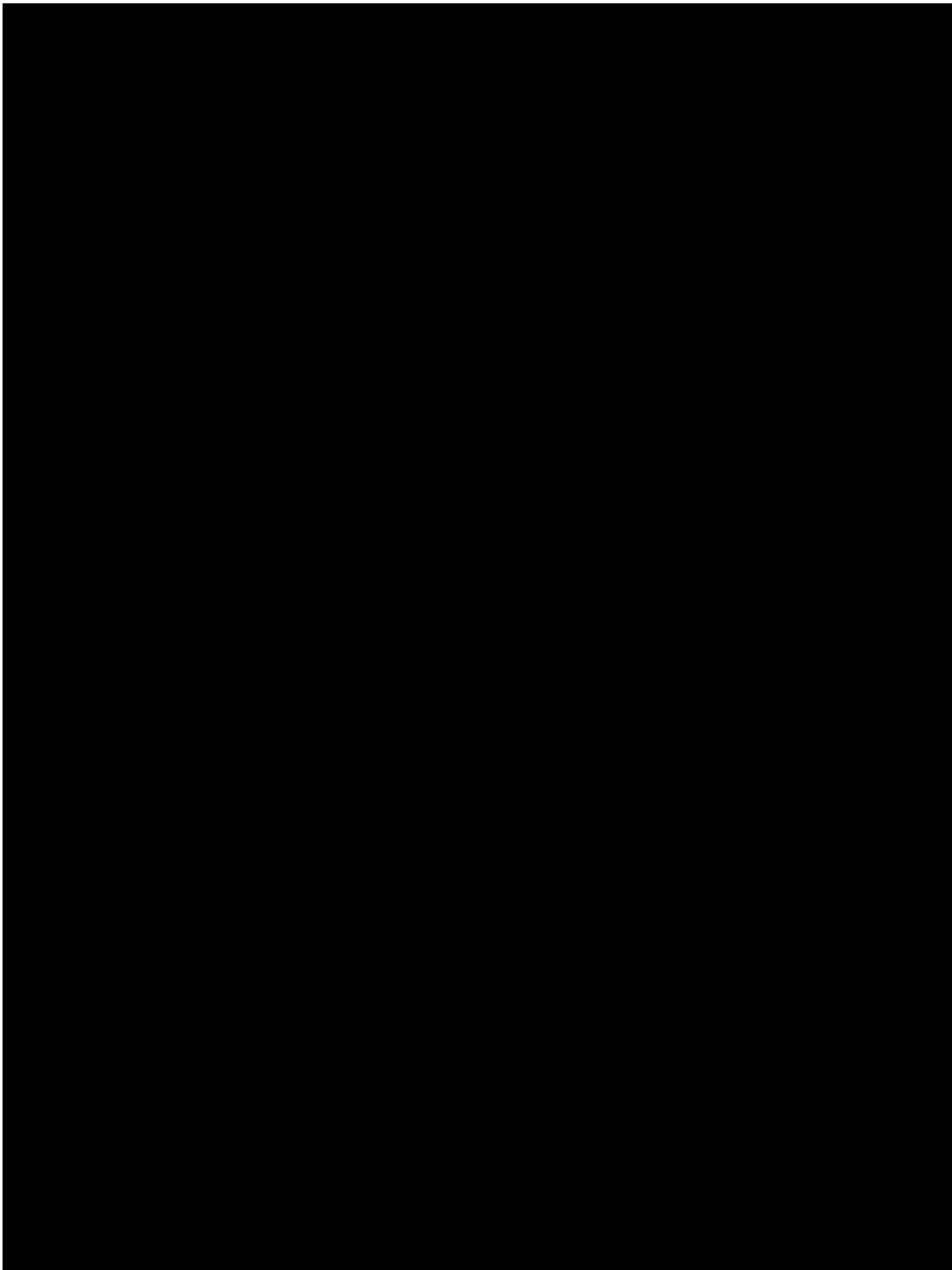


EXHIBIT “D”

Tax Reporting Form

Please type or print clearly. Read instructions on reverse before completing this form.

SECTION I - BUSINESS INFORMATION

NAME OF BUSINESS OR GOVERNMENTAL ENTITY	SALES/USE TAX PERMIT NUMBER
BUSINESS ADDRESS (street)	CONSUMER USE TAX ACCOUNT NUMBER
CITY, STATE, & ZIP CODE	If applicant is applying for either a sales/use tax permit or a consumer use tax account in addition to a use tax direct payment permit check here <input type="checkbox"/>
MAILING ADDRESS (street address or po box if different from business address)	
CITY, STATE, & ZIP CODE	NAME UNDER WHICH BUSINESS IS TO BE TRANSACTED IF DIFFERENT THAN ABOVE

SECTION II - MULTIPLE BUSINESS LOCATIONS

LIST BELOW THE BUSINESS AND MAILING ADDRESSES OF ALL LOCATIONS WHERE PROPERTY PURCHASED UNDER A USE TAX DIRECT PAYMENT CERTIFICATE WILL BE USED. IF ADDITIONAL SPACE IS NEEDED, ATTACH A SEPARATE SHEET

1. BUSINESS ADDRESS	4. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
2. BUSINESS ADDRESS	5. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
3. BUSINESS ADDRESS	6. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS

SECTION III - CERTIFICATION STATEMENT

I hereby certify that I qualify for a *Use Tax Direct Payment Permit* for the following reason: *(Please check one of the following)*

I have purchased or leased for my own use tangible personal property subject to use tax at a cost of five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding this application for the permit. I have attached a "Statement of Cash Flows" or other comparable financial statements acceptable to the Board for the calendar year immediately preceding the date of application and a separate statement attesting that the qualifying purchases were purchases that were subject to use tax.

I am a county, city, city and county, or redevelopment agency.

I also agree to self-assess and pay directly to the Board of Equalization any use tax liability incurred pursuant to my use of a *Use Tax Direct Payment Permit*.

The above statements are hereby certified to be correct to the knowledge and belief of the undersigned, who is duly authorized to sign this application.

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

USE TAX DIRECT PAYMENT PERMIT (General Information and Filing Instructions)

Revenue and Taxation Code section 7051.3 authorizes the State Board of Equalization to issue a *Use Tax Direct Payment Permit* to qualified applicants. This permit allows purchasers and lessees of tangible personal property (other than lessees of motor vehicles the lease of which is subject to the terms of section 7205.1 of the Sales and Use Tax Law) to self-assess and pay use taxes directly to the Board instead of to the vendor or lessor from whom the property is purchased or leased.

Permit holders will be provided with a *Use Tax Direct Payment Exemption Certificate* which they can issue to retailers and lessors when they purchase tangible personal property subject to use tax or make qualified leases of tangible personal property. Vendors who timely take the certificate in good faith from a permit holder are relieved of the duty to collect use taxes on the sales for which the certificate was issued. Permit holders who acquire property under a certificate must self-assess and report the use taxes directly to the Board on their tax returns, and allocate the local taxes to the county, city, city and county, or redevelopment agency in which the property is first used. Permit holders who fail to properly pay any use taxes that are due on property for which a certificate was given are subject to interest and penalties assessments in addition to their tax liability.

To qualify for a *Use Tax Direct Payment Permit*, an applicant must meet the following conditions:

- (1) The applicant must agree to self-assess and pay directly to the Board any use tax which is due on property for which a use tax direct payment exemption certificate was given; and
- (2) The applicant must certify to the Board either of the following:
 - (A) The applicant has purchased or leased for its own use tangible personal property subject to use tax which cost five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding the application for the permit; or
 - (B) The applicant is a county, city, city and county, or redevelopment agency.

Persons wishing to obtain a use tax direct payment permit must be pre-qualified and either hold a California seller's permit or a consumer use tax account.

Persons other than governmental entities who currently hold either a California seller's permit or a consumer use tax account must complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under conditions of Part (2)(A) above, and submit a "Statement of Cash Flows" or other comparable financial statements acceptable to the board for the calendar year immediately preceding the date of application which discloses total purchases of property and equipment for own use and a separate statement under company letterhead certifying that five hundred thousand dollars (\$500,000) or more of such purchases were subject to use tax.

Persons other than governmental entities who are not required to hold a seller's permit and who do not currently hold a consumer use tax account must obtain a consumer use tax account and then complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(A) above and submit a "Statement of Cash Flows" or other comparable financial statements acceptable to the board for the calendar year immediately preceding the date of application which discloses total purchases of property and equipment for own use and a separate statement under company letterhead certifying that five hundred thousand dollars (\$500,000) or more of such purchases were subject to use tax.

Governmental entities who currently hold either a California seller's permit or a consumer use tax account must complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(B) above, and submit an additional statement to that effect under official letterhead and signed by an authorized governmental representative.

Governmental entities who do not hold a California seller's permit or a consumer use tax account must obtain a consumer use tax account and then complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(B) above, and submit an additional statement to that effect under official letterhead and signed by an authorized governmental representative.

The completed *Application for Use Tax Direct Payment Permit*, certification statement, and qualifying documentation should be returned to the address shown below. Upon determination that the applicant qualifies, a *Use Tax Direct Payment Permit* and a *Use Tax Direct Payment Exemption Certificate* will be mailed to the applicant.

If you would like additional information regarding the *Use Tax Direct Payment Permit* or need assistance in completing this application, you can call 916-445-5167, or write to the Board of Equalization, Compliance Policy Unit, P.O. Box 942879, Sacramento, CA 94279-0040.

SCHEDULE “1”

Recoverable Costs

Schedule 1

Part A

Date of Termination	Payment Calculation* ¹
After December 31, 2010 and prior to or on December 31, 2011	Amount due is: \$736,059 multiplied by a fraction, the numerator is the actual number of days this Contract was in effect in 2011 and the denominator of which is 365.
After December 31, 2011 and prior to or on December 31, 2012	Amount due is: \$594,962 multiplied by a fraction, the numerator is the actual number of days this Contract was in effect in 2012 and the denominator of which is 365.
After December 31, 2012 and prior to or on December 31, 2013	Amount due is: \$446,710 multiplied by a fraction, the numerator is the actual number of days this Contract was in effect in 2013 and the denominator of which is 365.
After December 31, 2013 and prior to or on December 31, 2014	Amount due is: \$307,650 multiplied by a fraction, the numerator is the actual number of days this Contract was in effect in 2014 and the denominator of which is 365.
After December 31, 2014	-0-

*¹Addendum A to this Schedule 1 identifies the cost items factored into the amounts reflected in this table. Such cost items and, as a result, the amounts reflected in this table are subject to adjustment as provided in Addendum A (but no cost item may be increased by more than 10% without the written agreement of the Parties).

Part B

Date of Termination	Payment Calculation* ²
Prior to December 31, 2010	Amount due is: \$458,730 multiplied by a fraction, the numerator is the actual number of days this Contract was in effect in 2010 and the denominator of which is 365.
After December 31, 2010 and prior to or on December 31, 2011	Amount due is: \$412,857 multiplied by a fraction, the numerator is the actual number of days this Contract was in effect in 2011 and the denominator of which is 365.
After December 31, 2011 and prior to or on December 31, 2012	Amount due is: \$321,111 multiplied by a fraction, the numerator is the actual number of days this Contract was in effect in 2012 and the denominator of which is 365.
After December 31, 2012 and prior to or on December 31, 2013	Amount due is: \$229,365 multiplied by a fraction, the numerator is the actual number of days this Contract was in effect in 2013 and the denominator of which is 365.

After December 31, 2013 and prior to or on December 31, 2014	Amount due is: \$137,619 multiplied by a fraction, the numerator is the actual number of days this Contract was in effect in 2014 and the denominator of which is 365.
After December 31, 2014	-0-

*2 Addendum B to this Schedule 1 identifies the cost items factored into the amounts reflected in this table. Such cost items and, as a result, the amounts reflected in this table are subject to adjustment as provided in Addendum B (but no such cost item may be increased by more than 10% without the written agreement of the Parties).

Addendum A

	End	End	End	End
	Year 1* ³	Year 2	Year 3	Year 4
Contract Terminations:*⁴				
Landline / Internet -- contract cancellation	\$2,400	\$2,400	\$2,400	\$2,400
Cell Phones -- \$200 per phone contract	\$7,000	\$7,000	\$7,000	\$7,000
Leased Vehicles -- Lease buyout	\$171,648	\$128,736	\$77,118	\$32,030
City of Long Beach Facility -- Lease assumes no penalty levied for contract termination	\$0	\$0	\$0	\$0
Sunk Costs:				
IT Infrastructure & Capital Costs	\$423,107	\$327,261	\$231,415	\$137,619
Uniforms, Signs, ID, etc	\$17,328	\$13,862	\$11,090	\$8,872
Unreimbursed Auto Insurance Premium	\$24,150	\$24,150	\$24,150	\$24,150
Bonding	\$25,000	\$25,000	\$25,000	\$25,000
TWIC Licensing	\$448	\$448	\$448	\$448
Severance (2 weeks per employee)	\$64,978	\$66,105	\$68,089	\$70,131
Total Termination Costs Per Year	\$736,059	\$594,962	\$446,710	\$307,650

Addendum B

	Beginning	Beginning	Beginning	Beginning	Beginning
	Year 1* ³	Year 2	Year 3	Year 4	Year 5
MVRS Expenses -- actual cost less depreciation* ⁴	\$458,730	\$412,857	\$321,111	\$229,365	\$137,619
Total Termination Costs Per Year	\$458,730	\$412,857	\$321,111	\$229,365	\$137,619

Notes:

*³ Costs will be prorated for termination after January.

*⁴ Additional costs may be added as imposed by third party providers.