

BOC Meeting Date
10/7/2020**Requesting Agency**

Public Works

Commission Districts Affected

1, 2

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of cooperative purchasing - Department of Public Works, City of Roswell, RFIQ# 19-342-G, Water Utility Billing and Meter Audit in the amount of not to exceed 60% of any increased revenues for a period of 36 months, as funded through program savings, with Water Revenue Resources LTD, Company of Cumming, GA to review billing and water meter accuracy by methods as proposed by the contractor. Effective upon BOC approval for 365 days.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-455, requests for approval to utilize cooperative purchasing or GSA purchase contracts shall be forwarded to the Board of Commissioners for approval.

Is this Item related to a Strategic Priority Area? *(If yes, note strategic priority area below)*

Yes Health and Human Services

Is this a purchasing item?

Yes

Summary & Background*(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: The City of Roswell owns and operates their own city water distribution system around the historical core of the city. The boundaries of their service area are approximately Wileo Creek to the west, the Chattahoochee River to the south, Georgia 400 to the east, and Holcomb Bridge Road/Pine Grove Road/North Coleman Road to the north. The City is currently conducting a review of their water billing and meter accuracy throughout their service area. It has been suggested that Fulton County would also benefit from a similar review for the remaining water distribution sections of the City served by the Fulton County Public Works Departments. Therefore, the Public Works Department has been in discussions with the City of Roswell and the contractor to better understand their process of reviewing water billing practices and the accuracy of the existing water meters used.

The Fulton County Department of Public Works is interested in utilizing a cooperative purchasing agreement to similar services for the remaining City of Roswell customers who are served by Fulton County. Currently, the contractor is performing the following service for the City of Roswell:

- Reviewing the utility billing structure currently in place
- Evaluation of at least one year of historic billing data for each customer
- Creation of an independent billing model using the utility billing structure and historic billing

Agency Director Approval**County Manager's Approval**

Typed Name and Title

Felicia Strong-Whitaker, Director

Phone

(404) 612-5800

Signature

Date

data to identify billing anomalies.

- The process reviews both residential and commercial billing accounts. Though the majority of the review is focused on commercial accounts since they typically have more complex water usage and billing due to surcharges, credits for water not returned to the sewer system, fire protection charges, and multiple meters of various sizes providing water service.
- Problems are identified and confirmed and summarized on a report for the utility’s review and confirmation before any billing changes are implemented.
- The cost of the work completed is calculated on the basis of the additional revenues that will be accrued by the utility with the billing changes. The contractor receives 60% of the additional anticipated collections for the first 36 months the new billing is in place.

The Request for Informal Quote (RFIQ) Proposals issued by the City of Roswell in December 2019 along with their current contract between the City of Roswell and the contractor, Water Revenue Resources LTD, Co. is attached to the Agenda Item Summary.

Community Impact: The accurate and fair billing of water consumed by all users is the guiding financial principle of operation of the North Fulton County service area water system. Therefore, it benefits all water customers to know that everyone is billed fairly for their water used.

Department Recommendation: Public Works recommends the approval of the cooperative purchasing agreement.

Project Implications: These services are currently being provided only to the portion of the City of Roswell residents that are served by the City’s water system. Public Works believes that it is important that all Roswell water customers should have their accounts reviewed regardless of who is providing water services. Therefore, Public Works supports continuing this water billing and meter audit to all Roswell customers, including those served by Fulton County.

Community Issues/Concerns: No known community concerns are currently known. Though communication will be made with any existing water customer whose billing will be changed based on the results of the review by the contractor.

Department Issues/Concerns: The Department of Public Works does not have any concerns with the proposed services and understands that the City of Roswell has been very pleased with the results of the water billing and meter audit.

History of BOC Agenda Item: This is a first time procurement

| | |
|--|--|
| Contract & Compliance Information | <i>(Provide Contractor and Subcontractor details.)</i> |
|--|--|

NA

| | | | | |
|---|-----------------|------------|------------|--------------|
| Solicitation Information | NON-MFBE | MBE | FBE | TOTAL |
| No. Bid Notices Sent: | | | | |
| No. Bids Received: | | | | |
| | | | | |
| Total Contract Value | . | | | |
| Total M/FBE Values | . | | | |
| Total Prime Value | . | | | |
| | | | | |
| Fiscal Impact / Funding Source <i>(Include projected cost, approved budget amount and account number, source of funds, and any future funding requirements.)</i> 203-540-5453-1160: Water & Sewer R & E, Public Works, Professional Services - amount not to exceed 60% of any increased revenues for a period of 36 months | | | | |
| Exhibits Attached <i>(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)</i> Exhibit 1: City of Roswell RFIQ #19-342-G; Water Utility Billing and Meter Audit contract Exhibit 2: Contractor Performance Memo | | | | |
| Source of Additional Information <i>(Type Name, Title, Agency and Phone)</i> David Clark, Director, Public Works – 404-612-2804 | | | | |

| | | |
|--|--------------------------------|----------------------------------|
| Agency Director Approval | | County Manager's Approval |
| Typed Name and Title Felicia Strong-Whitaker, Director | Phone (404) 612-5800 | |
| Signature | Date | |

Revised 03/12/09 (Previous versions are obsolete)

Procurement**Contract Attached:**
Yes**Previous Contracts:**
No**Solicitation Number:**
City of Roswell RFIQ
#19-342-G**Submitting Agency:**
Public Works**Staff Contact:**
David Clark**Contact Phone:**
404-612-2804**Description:**Water Utility Billing and Meter Audit.**FINANCIAL SUMMARY****Total Contract Value:**Original Approved Amount: .
Previous Adjustments: .
This Request: .
TOTAL: .**MBE/FBE Participation:**Amount: . %: .
Amount: . %: .
Amount: . %: .
Amount: . %: .**Grant Information Summary:**Amount Requested: . ☐ Cash
Match Required: . ☐ In-Kind
Start Date: . ☐ Approval to Award
End Date: . ☐ Apply & Accept
Match Account \$: .**Funding Line 1:**

203-540-5453-1160

Funding Line 2:

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Funding Line 3:

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Funding Line 4:

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KEY CONTRACT TERMS**Start Date:**

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End Date:

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Cost Adjustment:

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Renewal/Extension Terms:

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





ROUTING & APPROVALS

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
| | | | |
|---|--------------------------------------|--------------------------|-----------------|
| X | Originating Department: | Clark, David | Date: 9/11/2020 |
| X | County Attorney: | Stewart, Denval | Date: 9/20/2020 |
| X | Purchasing/Contract Compliance: | Strong-Whitaker, Felicia | Date: 9/24/2020 |
| X | Finance/Budget Analyst/Grants Admin: | Freeman, Ashley | Date: 9/15/2020 |
| . | Grants Management: | . | Date: . |
| X | County Manager: | Anderson, Dick | Date: 9/24/2020 |

City of Roswell – Contract Routing Sheet

City of Roswell

1. User Department  
2. Purchasing 
3. Budget 
4. Legal 
5. Authorizing 
6. Verifying 

Contractor (As Requested by Contractor)

1. City Main Contact
2. Legal
3. Authorizing 



CONTRACT AGREEMENT

RFIQ #19-342-G

Water Utility Billing and Meter Audit

This Agreement made and entered into on the execution date; by and between the City of Roswell, Georgia, having its principle place of business at 38 Hill Street, Roswell GA 30075 and Water Revenue Resources LTD CO having its principle place of business at 2035 Barrett Downs Dr., Cumming, GA 30040 USA.

WHEREAS, the City of Roswell has caused Request for Informal Quote (19-342-G) to be issued soliciting informal proposals from qualified contractors to furnish all items and services called for by them in accordance with this contract. Selected Contractor is required to provide the services as called for in the Scope of Services; and

WHEREAS, the Contractor submitted a proposal in response to the RFIQ; and

WHEREAS, the Contractor's proposal was deemed by the City of Roswell to be the most advantageous to the City;

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree to compensation according to the submitted costs for goods and services included in the RFIQ submittal as follows:

1 Statement of Work

The Contractor agrees to provide all Services and comply with all requirements specified in the attached statement of work, and provide those Services as may additionally be specified in the Contractor's proposal in accordance with the terms and conditions of this agreement. Said specifications are hereby made a part of this agreement by reference.

2 Term of Contract

Thirty Six Months from the date of the Notice to Proceed.

3 Independent Contractor**3.1 The Contractor shall be an independent Contractor.**

The Contractor is not an employee, agent or representative of the City of Roswell. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Roswell Representative within ten (10) days after issuance of Notice to Proceed.

3.2 No False Representation

Inasmuch as the City of Roswell and the Contractor are contractors independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf

of the City of Roswell without the express knowledge and prior written consent of the City.

3.3 Invoices

The Contractor may submit progress invoices on a monthly basis for all Services performed in the preceding month. The City of Roswell shall pay undisputed portions of each invoice within thirty (30) days of the date of the invoice. Payment allowable on Invoices is limited to 60% of recovered revenue for 36 months.

4 Indemnification

The Contractor agrees to indemnify, hold harmless and defend the City from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any negligent act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract.

5 Insurance

The Offeror shall provide the City of Roswell with a certificate of insurance, along with an additional insured endorsement indicating the existence of the policies prior to the beginning of the contract term.

Each policy shall contain a valid provision or endorsement that the policy may not be canceled without giving thirty (30) days written notice thereof to the City of Roswell representative named in the contract. A renewal policy or certificate shall be delivered to the City of Roswell at least thirty (30) days prior to the expiration date of each expiring policy.

If at any time, any of the policies shall be or become unsatisfactory to the City of Roswell as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City of Roswell, the Offeror shall deliver to the City of Roswell representative upon demand a certified copy of any policy required herein for review.

The additional insured endorsement shall state that the City of Roswell is additionally insured –

statements on Certificates of Insurance will not meet this requirement. The requirement is typically met through a separate, signed form, or by means of providing sections of the insurance policy that make broad statements regarding additional insured status as it relates to contractual relationships. All insurance documents should be sent directly from the Insurance Company to purchasing@roswellgov.com with a copy to the contractor (if required by the contractor). The following limits are required:

1. Statutory Workers' Compensation Insurance:

Employers Liability:

- a. Bodily Injury by Accident \$100,000 each accident
- b. Bodily Injury by Disease \$500,000 policy limit
- c. Bodily Injury by Disease \$100,000 each employee

2. Comprehensive General Liability Insurance:

- a. Each Occurrence Limit \$1,000,000
- b. Personal & Advertising Injury Limit \$1,000,000
- c. General Aggregate Limit \$2,000,000
- d. Products/Completed Ops Aggregate Limit \$2,000,000

3. Comprehensive Automobile Liability Insurance:

- a. \$1,000,000 limit of liability
- b. Comprehensive form covering all owned, non-owned and hired vehicles

4. Excess Umbrella Liability Insurance:

- a. \$3,000,000 limit of liability
- b. Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

6 Termination

6.1 Notice

Any other provisions of this agreement notwithstanding, each party has the right to terminate this Agreement if the other party breaches

or is in default of any obligation hereunder which default or breach is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize). In addition, if at any time after commencement of the Services, the City of Roswell shall, in its sole reasonable judgment, determine that such Services are inadequate, unsatisfactory, no longer needed, or substantially not conforming to the descriptions, warranties, or representations contained herein, the City may terminate this Agreement upon thirty (30) days written notice to the Contractor.

6.2 Termination for Lack of Funds

If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

6.3 Immediate Termination

The City of Roswell may terminate the agreement immediately without prejudice to any other right of action or remedy if the Contractor:

6.3.1 Cause for Immediate Termination

Becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occur, the Contractor shall immediately notify the City of Roswell of each occurrence.

6.3.2 Additional Causes for Immediate Termination

After five (5) days written notice fails to:

- 6.3.2.1 Maintain the required insurance, or;

6.3.2.2 In any other manner to perform the requirements of the RFIQ.

7 Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

8 Assignment

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of Roswell's prior written consent.

9 Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

10 Drug-Free and Smoke-Free Work Place

A drug-free and smoke-free work place will be provided for the Contractor's employees during the performance of this Agreement; and

The Contractor will secure from any subcontractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

The Contractor may be suspended, terminated, or debarred if it is determined that:

1. The Contractor has made false certification herein; or
2. The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

11 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia.

12 Policy on Hiring of Non-Resident Aliens

The final award of a contract is contingent upon compliance with O.C.G.A. 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor, and the Contractor certifying to the City that it, and all its subcontractors, has registered and currently participates in the federal work authorization program to verify information of all new employees with respect to all public employers, contractors, or subcontractors. Contractor may be suspended, terminated, or debarred if it is determined that the Contractor has made false certification or that the Contractor has violated such certification by failure to carry out this requirement.

13 Inclusion and Precedence of Documents

The Referenced RFIQ, any addenda thereto, and the Contractor's Proposal submitted in response thereto, including any best and final offer, are incorporated in this Agreement; form an integral part of this agreement; and, are attached hereto as follows:

ATTACHMENTS:

Attachment A - Solicitation

Attachment B – Offeror Quote

In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the RFIQ, as amended, and the Contractor's proposal, the language in the former shall govern.

14 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statements, negotiations, and undertakings are suspended hereby. Either party has relied on any representation, promise, or inducement not contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF ROSWELL:

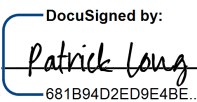
By:  _____
A3FC6C44FFFE49E...

Title: City Administrator _____

Name: Gary Palmer _____

Date: 2/26/2020 _____

CONTRACTOR:

By:  _____
681B94D2ED9E4BE...

Title: President _____

Name: Patrick Long _____

Date: 2/18/2020 _____

ATTACHMENT A
RFIQ#19-342-G
(Attachments Separately Paginated)



RFIQ# 19-342-G

**REQUEST FOR INFORMAL QUOTE
PROPOSALS
FOR
Water Utility Billing and Meter Audit
Schedule of Events**

EVENT

DATE

RFIQ Issue Date12/5/2019
Deadline for Receipt of Written Questions.....12/10/2019, 2:00 PM
RFIQ Response Due Date 12/17/2019, 2:00 PM

(All time references in this document are understood as Local Time for Roswell, GA.)

Questions may be asked via email to ganderson@roswellgov.com

Submit Proposals via the form located [HERE](https://form.jotform.com/93386377553167).
<https://form.jotform.com/93386377553167>

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8 EXHIBIT C- SAMPLE CONTRACT.....1

PROPOSAL LETTER AND CERTIFICATION

(FAILURE TO INCLUDE THIS SIGNED PROPOSAL LETTER AND CERTIFICATION MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.)

We propose to furnish and deliver any and all of the deliverables and services named in the attached RFIQ 19-342-G Water Utility Billing and Meter Audit for the City of Roswell.

It is understood and agreed that this Proposal constitutes an offer, which when accepted in writing by the City of Roswell, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Roswell ("City").

It is understood and agreed that we have read the City's Scope of Work shown or referenced in the RFIQ and that this statement is made in accordance with the provisions of such scope / specifications. By our written signature on this document, we guarantee and certify that all items included in this statement meet or exceed any and all such City scope of work / specifications described in this RFIQ. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the scope of work / specifications. The City reserves the right to reject any or all Proposals, waive technicalities, and informalities, and to make an award in the best interest of the City.

PROPOSAL LETTER AND CERTIFICATION

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a statement for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the RFIQ and certify that I am authorized to sign this Proposal for the Offeror. I further certify that the provisions of O.C.G.A. § 45-10-20, et seq. regarding conflicts of interest for government employees have not been violated and will not be violated in any respect.

Authorized Signature for Offeror _____

Date _____

Print/Type Company Name _____

Print/Type Offeror Name Here _____

Print/Type Offeror E-mail Here _____

OFFEROR'S RFIQ CHECKLIST**10 Critical Things to Keep in Mind When Responding to an RFIQ for the City of Roswell**

1. _____ Read the entire document. Note critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements (e.g. bonding and insurance requirements); etc.
2. _____ Note the Buyer's name, address, phone numbers and e-mail address. This is the only person you are allowed to communicate with regarding the RFIQ and is an excellent source of information.
3. _____ Take advantage of the "question and answer" period.
4. _____ Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume the City will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the City. The Proposals are evaluated based solely on the information and materials provided in your response.
5. _____ Use the forms provided, e.g. cover page, standard forms, etc.
6. _____ Review the RFIQ document again to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and complete. The copies are provided to the Evaluation Committee members and will be used to score your proposal.
7. _____ Submit your Proposal on time. Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses will not be accepted.

This checklist is provided for assistance only and should not be submitted with Offeror's Proposal.

1 RFIQ INSTRUCTIONS

1.1 Single Point of Contact

From the date this Request for Proposals (the "RFIQ") is issued until an Offeror is selected, Offerors are not allowed to communicate with any staff (other than designee below) or elected officials of the City regarding this procurement. Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:

| | |
|-------------------|-------------------------------------|
| Buyer: | Greg Anderson |
| Address: | 38 Hill Street Roswell, GA 30075 |
| Telephone Number: | 770-641-3718 |
| E-mail Address: | purchasing@roswellgov.com |

1.2 Required Review

1.2.1 Review RFIQ

Offerors should carefully review this RFIQ in its entirety including all instructions, requirements, specifications, and terms/conditions and promptly notify the Buyer, identified above, in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which may be discovered upon examination of this RFIQ.

1.3 Submitting an Offer

1.3.1 Organization of Offer

Offerors must submit their proposals per the link provided for on the cover page.

1.3.2 Offer in Effect for 60 Days

Except in rare cases as described in Section 1.4.5, a Proposal may not be corrected, withdrawn, or canceled by the Offeror for a 60-day period following the deadline for Proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and Offeror so agrees in submitting the Proposal.

1.4 Cost of Preparing a Proposal

1.4.1 Roswell Not Responsible for Preparation Costs

The costs for developing and delivering responses to this RFIQ and any subsequent presentations of the Proposal as requested by the City of Roswell are entirely the responsibility of the Offeror. The City of Roswell is not liable for any expense incurred by the Offeror in the preparation and presentation of their Proposal.

1.4.2 All Timely Submitted Materials Become Roswell's Property

All materials submitted in response to this RFIQ become the property of the City of Roswell and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City of Roswell and Offeror resulting from this RFIQ process.

2 RFIQ RECEIPT AND EVALUATION PROCESS

2.1 Authority

This RFIQ is issued under the authority of the City of Roswell.

2.2 Receipt of RFIQs and Public Inspection

2.2.1 Public Information

All information received in response to this RFIQ, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after award with the following four (4) exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the City of Roswell; (3) any company financial information requested by the City of Roswell to determine vendor responsibility, unless prior written consent has been given by the Offeror; and (4) other constitutional protections.

Any information that the Proposer believes will fall under this protection should be clearly marked in red ink at the bottom of any page of the proposal with such material “*Confidential”.

2.2.2 Buyer’s Review of Proposals

Upon opening the sealed Proposals received in response to this RFIQ, the Buyer in charge of the solicitation will review the Proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

2.2.2.1 Confidential information is clearly marked and separated from the rest of the Proposal;

2.2.2.2 Proposal does not contain confidential material in the cost/price section; and

2.2.2.3 An affidavit from an Offeror’s legal counsel attesting to and explaining the validity of the trade secret claim is attached to each Proposal containing trade secrets.

Information separated out under this process will be available for review only by Buyer, the Finance Director, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a “right to know” (open records) request from another party.

2.3 Classification and Evaluation of Proposals

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive

All Proposals will initially be classified as either “responsive” or “nonresponsive”. As this is an informal process, proposers may or may not be contacted by the buyer for additional information and/or documents to make their quotes responsive.

2.3.2 Determination of Responsibility

The Buyer will determine whether an Offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through negotiation if information surfaces that would result in a determination of non-responsibility. If an Offeror is found non-responsible, the determination must be in writing and made a part of the procurement file.

2.3.3 Completeness of Proposals

Selection and award will be based on the Offeror's Proposal and other items outlined in this RFIQ. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal response or subsequent discussion/negotiation, if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

2.4 Roswell's Rights Reserved

While the City of Roswell has every intention to make an award as a result of this RFIQ, issuance of the RFIQ in no way constitutes a commitment by the City of Roswell to award and execute a contract. Upon a determination such actions would be in its best interest, the City of Roswell, in its sole discretion, reserves the right to:

- ✓ Cancel or terminate this RFIQ at any time. A notice of cancellation will be issued on the Roswell website. If the RFIQ is cancelled, the City of Roswell will not reimburse any Offeror for the preparation of its Proposal. Proposals may be returned upon request if unopened;
- ✓ Reject any or all Proposals received in response to this RFIQ,
- ✓ Make a contract award, based directly on the Proposals received, determined to be in the best interest of the City, in its sole discretion,
- ✓ Enter into further discussions with one or more Offerors;
- ✓ Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this RFIQ which would not have significant impact on any Proposal;
- ✓ Not award if it is in the best interest of the City of Roswell; or
- ✓ Terminate any contract if the City of Roswell determines adequate funds are not available.

3 SCOPE OF PROJECT/SPECIFICATIONS

3.1 Introduction and Background

The City of Roswell is interested in ensuring that the City is continuing to fairly and accurately bill our water customers. In order to ensure that this occurs, the City is seeking proposals to provide a program to support both immediate and, potentially ongoing services for review/audit of the billing process and accuracy of water meters.

3.2 Project Manager for City of Roswell

The successful Offeror will report to the Environmental Public Works Director or his designee. Successful Offerors agree to take direction from the project manager and to make all project

documentation available upon request. The project manager shall have sole discretion as to the acceptability of all work.

3.3 No limit to competition

No specification implied or expressed is intended to limit competition. The specifications below are intended as a guide for the goods and services on which vendors are to submit a Proposal. These requirements and other specifications are not designed to prevent any vendor from submitting a Proposal. All equipment should comply with the requirements within a generally acceptable range.

3.4 Scope of Work and Overview

Work will entail a review of billing structure and accuracy, along with testing of water meter accuracy by methods as proposed by the contractor.

3.4.1 Overall Goals and Objective

At the end of the engagement, the City desires to have a program in place to ensure accuracy of water metering and billing.

3.4.2 Experience and Qualifications

At a minimum the contractor must have performed three similar contracts within the last five years.

3.4.3 Project Deliverables

The following deliverables will be required to release progress payments:

1. A proposed program as described in this request and consultant response.
2. A report issued by the consultant that would be the product of program application.

3.4.4 Project Timeline

We anticipate starting the project at the earliest availability. The City desires to have a contract in place by mid-January. The remaining project timeline will be based on the consultant proposed approach to the problem, along with input from City staff, and will be detailed in the Statement of Work.

3.4.5 Project Budget

It is anticipated that the program will be funded through program savings, and the consultant would propose withholding a percentage of program savings for payment. Cost should be proposed based on this understanding.

3.4.6 Scope of Work Attachments

List of relevant historical documents:

1. Listing of current meters and other program related information.

4 OFFEROR QUALIFICATIONS

4.1 City's Right to Investigate

The City may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified.

The City reserves the right to use any information or additional references deemed necessary to establish the ability of the Offeror to perform the conditions of this request, including the City's own history with the offeror.

5 EVALUATIONS

5.1 Initial Buyer Review

All Quotes received will be reviewed by the Buyer to ensure that all administrative requirements of the RFIQ package have been met, such as all documents requiring a signature have been signed and submitted. Failure to meet these requirements may be cause for rejection.

5.2 Evaluation

The determination of the responsive and responsible Offeror representing best value for the City may involve all or some of the following factors:

- ✓ Approach to Work / Proposed program
- ✓ Term and Proposed Percent of Savings to be retained by Proposer
- ✓ Previous Performance (Minimum of three similar contracts within the past five years)
- ✓ Other objective and accountable factors (if any)

The City shall be the judge of the factors and will make the award in the best interest of the City.

6 TERMS AND CONDITIONS

The City of Roswell's Terms and Conditions are set forth below. Offerors should notify the City of Roswell of any Terms and Conditions that either preclude them from responding to the RFIQ or add unnecessary cost. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Offeror's RFIQ response. Any requests for material, substantive, important exceptions to the standard terms and conditions will be addressed by formal written addendum issued by the designated Buyer. The City of Roswell reserves the right to address any non-material, minor, insubstantial exceptions to the terms and conditions with the highest-scored Offeror at the time of contract negotiation.

6.1 Additional Contract Provisions and Terms

This RFIQ, including all RFIQ documents and any addenda, the Offeror's proposal, including any amendments, any clarification question responses, and any negotiations shall be included as part of the contract upon award. In the event of a dispute as to the duties and responsibilities of the parties

under the contract, the contract, along with any attachments prepared by the City of Roswell, will govern in the same order of precedence as listed in the contract.

6.2 Performance Prior to Contract Execution

The successful Offeror shall not begin performance of the project prior to the execution of a formal written contract by the City of Roswell and the Offeror. Any Offeror beginning performance prior to the execution of the contract shall be deemed to be proceeding at the Offeror's risk, and shall not be entitled to any compensation for such performance. In addition, the City of Roswell reserves the right to withdraw or cancel the award of the RFIQ.

6.3 Contract Term

The term of the CONTRACT shall begin on the Execution Date above, and shall be for four years or as may otherwise be agreed to prior to contract award and execution. It is not anticipated that any term will exceed five years.

6.4 Contract Termination

The City may terminate, by written notice to the Offeror, any resulting contract without cause. The City must give notice of termination to the Offeror at least 30 days prior to the effective date of termination. If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

6.5 Subcontractors

The lowest responsive and responsible Offeror will be the prime contractor, if a contract is awarded, and shall be responsible, in total, for all work of any subcontractors. The City of Roswell reserves the right to approve all subcontractors. The Contractor shall be responsible to the City of Roswell for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract award derived from this RFIQ shall create any contractual relationships between any subcontractor and the City of Roswell.

6.6 Compliance with Workers' Compensation Act

The Contractor is required to supply the City of Roswell with proof of compliance with the Workers' Compensation Act while performing work for the City of Roswell. Neither the Contractor nor its employees are employees of the City of Roswell. Proof of compliance must be received at the address listed under Section 1.1 within acceptable time limits established by the contract. If the Contractor does not meet the State's requirement for workers' compensation coverage, the certificate of insurance shall state that the contractor waives subrogation in regard to workers' compensation.

6.7 Compliance with Illegal Immigration Reform and Enforcement Act

E-Verify Program: The City of Roswell is committed to compliance with federal and state laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United

States. As such, the City of Roswell shall not enter into a contract for the physical performance of services unless the contractor registers and participates in a federal work authorization program (E-Verify). An Offeror should include a fully executed E-Verify affidavit as part of its proposal (Exhibit D).

Requirement to Participate in a Federal Work Authorization Program (E-Verify):

- (1) Pursuant to O.C.G.A. § 13-10-91:
 - a. Public employers shall not enter into any contract for the physical performance of services within the State of Georgia unless the contractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees;
 - b. Subcontractors shall not enter into any contract with a contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and
 - c. Sub-subcontractors shall not enter into any contract with a subcontractor or sub-subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees.
- (2) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

- (1) Public employers who enter into a contract for the physical performance of services within the State of Georgia shall include in such contract a provision stating that compliance with the requirements of O.C.G.A. § 13-10-91 are conditions of the contract.
- (2) Pursuant to O.C.G.A. §13-10-91, public employers shall include in all covered contracts a provision stating the contractor's agreement that, in the event the contractor employs or contracts with a subcontractor in connection with the covered contract, the contractor will secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 by the subcontractor's execution of the subcontractor affidavit and maintain records of such attestation for inspection by the City of Roswell at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement.
- (3) Pursuant to O.C.G.A. §13-10-91, public employers shall include in all covered contracts a provision stating the contractor's agreement that, in the event the contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13-10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit and maintain records of such

attestation for inspection by the City of Roswell at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement.

(4) All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

6.8 Compliance with Laws

The Offeror must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Offeror subjects subcontractors to the same provision. The Offeror agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

6.9 Drug-Free Workplace

If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

6.9.1 Certification:

If Contractor is an entity other than an individual, it hereby certifies that:

- i. A drug free workplace will be provided for the Contractor's employees during the performance of this contract; and
- ii. It will secure from any subcontractor hired to work in a drug free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50 24 3."

6.9.2 Penalties:

Contractor may be suspended, terminated, or debarred if it is determined that:

- i. The Contractor has made false certification hereinabove; or
- ii. The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50 24 3.

6.10 Substitutions and Change Orders

NO substitutions of material, schedule cancellations, or change orders are permitted after contract award without written approval by the City Administrator. Where specific employees are proposed by the Offeror for the work, those employees shall perform the work as long as those employees work for

the Contractor, either as employees or subcontractors, unless the City of Roswell agrees to a replacement. Requests for any substitution will be reviewed and may be approved by the City of Roswell at its sole discretion. Verbal agreements to the contrary will not be recognized.

6.11 Invoicing and Payment

The City of Roswell agrees to pay the Offeror in current funds for the performance of the contract. Upon completion of work and acceptance of the items or services, the Offeror shall submit an invoice detailing the appropriate charges as currently allowed.

The City will process approved payment requests under this project to the awarded Contractor. Payment to subcontractors and suppliers is the responsibility of the awarded Contractor. The City will not entertain any other payment arrangements.

Invoices shall be submitted to:

Roswell Finance Department
Attn: Accounts Payable
invoices@roswellgov.com
38 Hill Street
Roswell, GA 30075

Upon receipt of invoice and inspection and acceptance of the items, the City of Roswell will render payment. All such invoices will be paid within thirty (30) days by the City of Roswell unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Offeror will provide complete cooperation during any such investigation.

No sales tax will be charged on any orders.

Successful Offeror(s) must provide the City with a completed and signed W-9

6.12 Deliveries

In the event there are to be deliveries on site, all goods and materials will be F.O.B. Destination, Freight Prepaid and Allowed.

No freight or postage charges will be paid by the City of Roswell unless such charges are included and accepted in the bid price and awarded by contract. The Offeror, at Offeror's expense, will arrange to have someone onsite to inspect and accept delivery. The Offeror has sole responsibility for securing all materials at the project site. Offeror shall transfer and deliver to the department named all of the goods and/or services described in this bid for the consideration set forth herein. Risk of loss of the goods shall pass to the department upon acceptance only. Title to the goods shall remain with vendor until acceptance by the department.

7 EXHIBIT B – Contractor Affidavit under O.C.G.A. §13-10-91(b)(I)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number (6-7 digits)

Date of Authorization

Name of Contractor

City of Roswell

Name of Public Employer

Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

8 EXHIBIT C- SAMPLE CONTRACT



CONTRACT AGREEMENT

RFIQ #19-342-G

Water Utility Billing and Meter Audit

This Agreement made and entered into on the execution date; by and between the City of Roswell, Georgia, having its principle place of business at 38 Hill Street, Roswell GA 30075 and _____ having its principle place of business at _____.

WHEREAS, the City of Roswell has caused Request for Informal Quote (19-342-G) to be issued soliciting informal proposals from qualified contractors to furnish all items and services called for by them in accordance with this contract. Selected Contractor is required to provide the services as called for in the Scope of Services; and

WHEREAS, the Contractor submitted a proposal in response to the RFIQ; and

WHEREAS, the Contractor's proposal was deemed by the City of Roswell to be the most advantageous to the City;

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree to compensation according to the submitted costs for goods and services included in the RFIQ submittal as follows:

1 Statement of Work

The Contractor agrees to provide all Services and comply with all requirements specified in the attached statement of work, and provide those Services as may additionally be specified in the Contractor's proposal in accordance with the terms and conditions of this agreement. Said specifications are hereby made a part of this agreement by reference.

2 Term of Contract

See RFIQ Section 6.3.

3 Independent Contractor**3.1 The Contractor shall be an independent Contractor.**

The Contractor is not an employee, agent or representative of the City of Roswell. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Roswell Representative within ten (10) days after issuance of Notice to Proceed.

3.2 No False Representation

Inasmuch as the City of Roswell and the Contractor are contractors independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf

of the City of Roswell without the express knowledge and prior written consent of the City.

3.3 Invoices

The Contractor may submit progress invoices on a monthly basis for all Services performed in the preceding month. The City of Roswell shall pay undisputed portions of each milestone progress invoice within thirty (30) days of the date of the invoice.

4 Indemnification

The Contractor agrees to indemnify, hold harmless and defend the City from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any negligent act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract.

5 Insurance

The Offeror shall provide the City of Roswell with a certificate of insurance, along with an additional insured endorsement indicating the existence of the policies prior to the beginning of the contract term.

Each policy shall contain a valid provision or endorsement that the policy may not be canceled without giving thirty (30) days written notice thereof to the City of Roswell representative named in the contract. A renewal policy or certificate shall be delivered to the City of Roswell at least thirty (30) days prior to the expiration date of each expiring policy.

If at any time, any of the policies shall be or become unsatisfactory to the City of Roswell as to form or substance, or any of the carriers issuing such policies shall be or become unsatisfactory to the City of Roswell, the Offeror shall deliver to the City of Roswell representative upon demand a certified copy of any policy required herein for review.

The additional insured endorsement shall state that the City of Roswell is additionally insured – statements on Certificates of Insurance will not meet

this requirement. The requirement is typically met through a separate, signed form, or by means of providing sections of the insurance policy that make broad statements regarding additional insured status as it relates to contractual relationships. All insurance documents should be sent directly from the Insurance Company to purchasing@roswellgov.com with a copy to the contractor (if required by the contractor). The following limits are required:

1. Statutory Workers' Compensation Insurance:

Employers Liability:

- a. Bodily Injury by Accident \$100,000 each accident
- b. Bodily Injury by Disease \$500,000 policy limit
- c. Bodily Injury by Disease \$100,000 each employee

2. Comprehensive General Liability Insurance:

- a. Each Occurrence Limit \$1,000,000
- b. Personal & Advertising Injury Limit \$1,000,000
- c. General Aggregate Limit \$2,000,000
- d. Products/Completed Ops Aggregate Limit \$2,000,000

3. Comprehensive Automobile Liability Insurance:

- a. \$1,000,000 limit of liability
- b. Comprehensive form covering all owned, non-owned and hired vehicles

4. Excess Umbrella Liability Insurance:

- a. \$3,000,000 limit of liability
- b. Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

6 Termination

6.1 Notice

Any other provisions of this agreement notwithstanding, each party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which

default or breach is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize). In addition, if at any time after commencement of the Services, the City of Roswell shall, in its sole reasonable judgment, determine that such Services are inadequate, unsatisfactory, no longer needed, or substantially not conforming to the descriptions, warranties, or representations contained herein, the City may terminate this Agreement upon thirty (30) days written notice to the Contractor.

6.2 Termination for Lack of Funds

If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be terminated automatically as of the beginning of the fiscal year for which funds are not available. The Contractor may not recover anticipatory profits or costs incurred after termination.

6.3 Immediate Termination

The City of Roswell may terminate the agreement immediately without prejudice to any other right of action or remedy if the Contractor:

6.3.1 Cause for Immediate Termination

Becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. In the event that any of the above events occur, the Contractor shall immediately notify the City of Roswell of each occurrence.

6.3.2 Additional Causes for Immediate Termination

After five (5) days written notice fails to:

- 6.3.2.1 Maintain the required insurance, or;

6.3.2.2 In any other manner to perform the requirements of the RFIQ.

7 Compliance with All Laws and Licenses

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

8 Assignment

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of Roswell's prior written consent.

9 Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

10 Drug-Free and Smoke-Free Work Place

A drug-free and smoke-free work place will be provided for the Contractor's employees during the performance of this Agreement; and

The Contractor will secure from any subcontractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

The Contractor may be suspended, terminated, or debarred if it is determined that:

1. The Contractor has made false certification herein; or
2. The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

11 Governing Law

This Agreement shall be governed in all respects by the laws of the State of Georgia.

12 Policy on Hiring of Non-Resident Aliens

The final award of a contract is contingent upon compliance with O.C.G.A. 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor, and the Contractor certifying to the City that it, and all its subcontractors, has registered and currently participates in the federal work authorization program to verify information of all new employees with respect to all public employers, contractors, or subcontractors. Contractor may be suspended, terminated, or debarred if it is determined that the Contractor has made false certification or that the Contractor has violated such certification by failure to carry out this requirement.

13 Inclusion and Precedence of Documents

The Referenced RFIQ, any addenda thereto, and the Contractor's Proposal submitted in response thereto, including any best and final offer, are incorporated in this Agreement; form an integral part of this agreement; and, are attached hereto as follows:

ATTACHMENTS:

Attachment A - Solicitation

Attachment B – Offeror Quote

In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the RFIQ, as amended, and the Contractor's proposal, the language in the former shall govern.

14 Entire Agreement

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statements, negotiations, and undertakings are suspended hereby. Either party has relied on any representation, promise, or inducement not contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF ROSWELL:

CONTRACTOR:

By: _____

By: _____

Title:_____

Title:_____

Name:_____

Name:_____

Date: _____

Date: _____

ATTACHMENT A
RFIQ#19-342-G

ATTACHMENT B
AWARDED SUPPLIER RESPONSE TO RFIQ# 19-342-G

City of Roswell RFIQ# 19-342-G
Attachment 1

Water Meter System Information

| Meter Quantity | Meter Description |
|----------------|--|
| 5,325 | ¾" meters (combination of Sensus SR2, Sensus IPERL, and Sensus Ally meters) |
| 109 | 1" meters (combination of Sensus SR2 and IPERL meters) |
| 73 | 1.5" meters (combination of Sensus SR, Omni T2, and Omni C2 meters) |
| 95 | 2" meters (combination of Sensus SR, W-160, Compound, Omni T2, and Omni C2 meters) |
| 22 | 3" meters (combination of Sensus W-350, Compound, Omni C2, and Master Meter Octave meters) |
| 17 | 4" meters (combination of Sensus W-1000, Omni C2, Omni F2, and Master Meter Octave meters) |
| 16 | 6" meters (Combination of Sensus W-2000, Compound, and Omni F2 meters) |
| 13 | 8" meters (combination of Sensus w-3500, Omni F2, and Master Meter Octave meters) |

ATTACHMENT B
AWARDED SUPPLIER RESPONSE TO RFIQ# 19-342-G
(Attachments separately paginated)

Monday, December 16, 2019

City of Roswell Quote Form

The City of Roswell, GA is seeking proposals as described in the RFIQ document. This is an **informal process**. Proposal pricing will be a primary consideration, but may not be determinative as the City reserves the right to include schedule, referenced projects, and other non-cost factors, as well as the right to award in its own best interest into its decision making process.

Company Water Revenue Resources LTD CO

Contact Name? Patrick Long

Notice/Contact Email pjl@waterrevenueresources.us

Are there any tasks / features that were not in the scope/specifications that, in your opinion, should be in the scope/specifications? No

Upload PDF of Main Response to Request (non-price / financial elements)



Contractor Affidavit O.C.G.A. 13-10-91 & Prop...



Project Background.docx

Proposal Price / Financial offer 60% of increased revenue for 36 months.

Regarding Terms and Conditions

I accept the PO terms and conditions as well as any additional conditions (if any) that may be in the RFIQ document.

[PO Terms and Conditions](#)

[Supplier Signup](#) (required to receive payment / PO processing)

REFERENCES

Reference #1 Name Laurie Ashmore, PE

Reference Title / 1 Director

20-0706

| | |
|--|---|
| Reference Company / 1 | Paulding County Water System |
| Reference Email / 1 | lashmore@paulding.gov |
| Short Description of Work performed for the Reference / 1 | Water Revenue Resources executed the same program as is proposed for the City of Roswell, identifying 110 billing and/or metering issues that were corrected by the County. |
| Reference #2 Name | Gene Camp |
| Reference Title / 2 | Director |
| Reference Company / 2 | Bartow County Water and Sewer System |
| Reference Email / 2 | campg@Bartowga.org |
| Short Description of Work performed for the Reference / 2 | Water Revenue Resources executed the same program for Bartow Water and Sewer System as is proposed for the City of Roswell, identifying 33 billing and /or metering issues that were corrected by the County. |
| Reference #3 Name | Pam Conner |
| Reference Title / 3 | City Manager |
| Reference Company / 3 | City of Powder Springs |
| Reference Email / 3 | PCONNER@CityOfPowderSprings.org |
| Short Description of Work performed for the Reference / 3 | Water Revenue Resources executed the same program for the City of Powder Springs as is proposed for the City of Roswell, identifying 25 billing and/or metering issues that were corrected by the City. |

Authorized Representative Signature

A handwritten signature in black ink that reads "Patrick Song". The signature is written in a cursive, flowing style. The first name "Patrick" is written with a large, looped 'P' and the last name "Song" is written with a large, looped 'S'.

THE GOAL

WRR provides a service intended to ensure that those who receive water and wastewater services are billed in accordance with the services they receive. The process includes a computerized analysis of historic billing information, creation of a billing model, evaluation of individual accounts, and field investigation of metering configurations/accuracy of any questionable accounts. The effort should not only increase revenues for the system, but also increase accountability and equity among customers. Ultimately, improved water efficiency, lower rates, and increased system confidence should result.

BACKGROUND

Accurate billing for water and wastewater services requires that a number of tasks be performed appropriately:

- The type of service received and type of user must be properly identified.
- Accounts must be coded properly and consistently.
- Metering must accurately reflect the level of service provided.
- Meter readings must be properly converted into bills.

The program offered by WRR addresses each of these elements, identifying possible adjustments and otherwise providing a validation of the billing/metering aspects of the operation.

It is difficult to project the increase in revenues that might result from a comprehensive billing/metering review. Numerous factors come into play and results vary significantly from system to system. In general, however, revenue improvements may range from \$2 to \$10 on average per year per account. It should be emphasized that this range is calculated by dividing actual revenue changes by number of accounts on historic projects and is a very general average.

Generating projections for any particular utility prior to the beginning of evaluation is difficult. While little information is available to provide a projection for wastewater billings, the data contained in the annual Water Audits required by Georgia EPD provide some indication about water issues. The 2017 report for the City (the most recent one published by EPD) shows that your non-revenue water value is 9.6% (excellent) with 3.3% apparent losses (related to billing and metering) for the system, which is very high for such a low non-revenue value. Apparent losses are the losses (on the water side) that WRR seeks to address. For the City, these apparent losses have an annual value of \$162,738. A significant portion of this total is no doubt related to a slight underreading on thousands of meters as they age, which is appropriate and expected, but other issues are also likely present and can be identified by the proposed program.

THE COMPANY

Water Revenue Resources was formed in 2016 by Patrick Long, who had spent the preceding 12 years as an employee of URM, doing the same type of work anticipated by the proposed program primarily for large utilities in the southeast. Mr. Long investigated billing and metering issues for Charlotte-Mecklenburg WSA for several years prior to moving to the Atlanta metro area in 2012 to assist the Cobb

County Water System. Following successful projects in both Charlotte-Mecklenburg and Cobb, Mr. Long worked in Columbia SC, again with significant success. Once this effort was completed, he determined to establish his own company to provide similar services to smaller utilities.

His first client as WRR was Paulding County WSA. This project has proved extremely successful, resulting in a substantial increase in revenues for Paulding and identifying numerous issues that could be addressed. WRR has also initiated projects for Bartow County WSA and the City of Powder Springs.

Assisting Mr. Long with data manipulation and analysis is a small company in suburban Houston TX which has more than 20 years of experience in work of this nature. In addition, Mr. Jake Vicary was brought into WRR in 2018 to provide assistance with field investigations. WRR looks forward to adding further capabilities around the beginning of 2020.

THE PROGRAM

The program begins with a review of a utility's billing structure, evaluation of at least one year of historic billing data through proprietary software, and construction of a billing model so that account calculations and codes can be checked on a case by case basis. This process identifies billing anomalies and accounts where usage does not appear consistent with expected levels, and generates filters and sorts that can be used to improve the effectiveness of field investigations. Real-time read-only access to the billing system is also needed to allow evaluation of the current status of accounts and determine the impact of any changes.

While residential issues are generally fairly straightforward (improper service coding, flawed meter readings, erroneous conversion of meter readings to bill amounts, etc.), issues with commercial accounts tend to be more complex. In addition to the same types of billing problems associated with residential accounts, commercial accounts may be impacted by surcharges, credits for water not returned to the sewer system, fire protection charges, and any number of metering configurations that, intentionally or unintentionally, might fail to accurately reflect usage. Field checking of accounts and specific identification of problems/cures is an essential part of the WRR program and requires a significant amount of field experience.

Once problems are identified and confirmed, a report on each is prepared and presented to the City's designated point of contact, along with a recommendation for resolution. This interaction can be structured however the City desires, but, generally, additional direct communication with both metering and billing personnel is very useful in understanding issues and transferring knowledge to the utility. If changes are implemented and increased billings result, WRR would share in the actual increase in revenues collected from the adjusted accounts for a period of time. Monthly reports identify all corrected problems and calculate increased revenue to the utility on the basis of actual billings and payments received.

COMPENSATION

Compensation to WRR for the work is proposed to be calculated on the basis of additional revenues accruing to the City as a result of WRR's investigations and recommendations. For each account change implemented as a result of WRR's recommendations, a base monthly average for the 12-month period previous to the change will be calculated. When this determination does not result in a representative value, a more appropriate value may be mutually determined. The difference between the base

monthly average calculated before an account is corrected and the actual collected revenues for any given month after the correction, including any billings or payments for previous periods, is defined as the recovered revenue for that account. While the traditional compensation for the work is 50% of the recovered revenue for each corrected account for a period of 48 months, WRR proposes 60% of recovered revenue for 36 months. WRR is pleased to discuss any other compensation formulae as desired by the City.

OTHER PROJECTS

As mentioned above, Mr. Long had extensive experience on similar projects prior to forming WRR. Since establishing WRR in 2016, projects have been undertaken by the company for Paulding County WSA, Bartow County WSA, and the City of Powder Springs. Each of these projects has proved very successful, providing increased revenues and identifying other billing/metering issues within the systems. Each of the clients was well pleased with the service. One of WRR's underlying operational principles is to ensure that any utilities that are worked with find value in the service provided and would be willing to support WRR's efforts to assist other utilities. WRR hopes to expand its customer base through "word of mouth" and direct contact with utility managers. On this basis, we encourage you to contact representatives for each the following clients:

Cobb County Water System (**Kathy Nguyen, Customer Service Manager**) 101 corrections to accounts (note: Patrick Long performed work for this project representing another company.)

Paulding County Water System (**Laurie Ashmore, Director**) 107 corrections to accounts

Bartow County Water Department (**Gene Camp, Director**) 29 corrections to accounts

City of Powder Springs (**Pam Conner, City Manager**) 24 corrections to accounts

We believe that you will find that WRR services have been very well-received with positive feedback from the utilities on the results of the work, the ability of WRR staff to integrate effectively with current utility staff, the minimal effort required by the utility to work through the program, and the education provided to utility staff.

SUMMARY

The most obvious benefit to a utility likely to result from the service offered is an increase in revenues. Other less obvious benefits and considerations include:

- A potential reduction in non-revenue water and apparent water losses.
- Confirmation to Regulatory Agencies that water loss issues are being addressed.
- Improvement of equity among customers.
- Enhanced long-term revenues, which may reduce the need for future rate adjustments.
- Education of staff useful in avoiding future problems.
- Minimal required staff time.
- No risk or out-of-pocket cost to the utility.
- Corrections to existing base mapping.
- WRR is a local company that intends to have a local presence for many years after completion of any assignment from the City.
- WRR, and Patrick Long individually, have worked extensively in the Atlanta metro area.

- The representatives of the utilities that WRR has worked with are well known in the area and can be relied on to provide an honest assessment of the services they received.
- WRR is based in Georgia and understands well the State's Water Audit process.
- WRR will not only identify questionable accounts through examination of billing records, but will also field check these accounts to identify issues and recommend appropriate changes.
- WRR's operation is quite transparent, with education of utility staff to the extent desired being a significant component of the work.

WRR appreciates the opportunity to provide this proposal to the City and stands ready to assist as described above.



CONTRACT APPROVAL FORM

| | | |
|---|-------------------------------|---|
| Vendor: Water Revenue Resources | | Type of Contract: |
| Project: Water Utility Audit | | Revenue Generating |
| Amount of Contract: TBD | | DocuSigned by: |
| Department: Public works | | Project Manager: Chris Boyd |
| Project Number: | Cost Center: | Account Number: 50544400-521400 |
| ITB / RFP #: Request For Informal Quotes # 19-342-G | | Date Approved by Council: NA |
| Council Minutes Attached?: N/A | | Contracts attached and signed by Vendor?: Yes |
| Bonds attached?: NA | | Insurance attached?: Yes |
| Purchasing: | | |
| Contract prepared by: Greg Anderson | | |
| Signature | DocuSigned by: Greg Anderson | |
| Date | 2/12/2020 | |
| Strategic Planning and Budgeting: | | |
| Contract and CAF-1 Form have been reviewed and approved for budgetary purposes and financial impact. | | |
| Signature | DocuSigned by: Harpreet Hora | |
| Name | Harpreet Hora | |
| Date | 2/14/2020 | |
| Department: | | |
| The above information completed by Purchasing is correct. | | |
| Contract has been reviewed for conformance to terms, costs, specifications and scope of work. | | |
| The date of completion or date of delivery is as agreed to. | | |
| Signature | DocuSigned by: Dan Skalsky | |
| Name | Dan Skalsky | |
| Date | 2/14/2020 | |
| City Attorney: | | |
| Contracts, bonds, insurance and any other documents have been reviewed and approved. | | |
| Contract provides that, in case of a dispute or litigation, an action will be brought in Fulton County, and Georgia law will control. | | |
| Signature | DocuSigned by: David Davidson | |
| Name | David Davidson | |
| Date | 2/26/2020 | |
| City Administrator: | | |
| Contract is approved | | |
| Signature | DocuSigned by: Gary Palmer | |
| Name | Gary Palmer | |
| Date | 2/26/2020 | |
| City Clerk: | | |
| Attest Mayor's or City Administrator's signature and seal. | | |
| Retain and file original document if intergovernmental agreement, franchise agreement, lease agreement, property purchase agreement, etc. | | |
| Signature | DocuSigned by: Marlee A Press | |
| Name | Marlee A Press | |
| Date | 2/26/2020 | |



20-0706

ACORD

07434E6-D62E-4C7C-AAEB-CDE9854D0F51

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|-----------------------|
| PRODUCER CS&S/PROGRESSIVE ADVANTAGEAGCY INC. PO BOX 958489 LAKE MARY, FL 32746-8989 Phone - 877-724-2669 Fax - 877-763-5122 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A : Valley Forge Insurance Company | NAIC # 20508 |
| | INSURER B : | |
| INSURED WATER REVENUE RESOURCES LTD CO 2035 BARRETT DOWNS DR CUMMING, GA 30040 | INSURER C : | |
| | INSURER D : | |
| | INSURER E : The Continental Insurance Company | 35289 |
| | INSURER F : | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | Y | N | 6024756833 | 03/20/2019 | 03/20/2020 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | | | | | | | MED EXP (Any one person) \$ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | OTHER | | | | | | |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> HIRED <input type="checkbox"/> AUTOS ONLY | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE \$ |
| | EXCESS LIAB | | | | | | AGGREGATE \$ |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | |
| E | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | N | N | 6024756847 | 03/20/2019 | 03/20/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N | | | | | | E.L. EACH ACCIDENT \$ 100,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 100,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is added as an additional insured as provided in the blanket additional insured endorsement as it pertains to work being performed by the named insured under written contract.

CERTIFICATE HOLDER

Douglasville Douglas County Water & Sewer Authority
8763 Hospital Dr
Douglasville, GA 30134

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ryan M. Connaughey

Progressive
P.O. Box 94739
Cleveland, OH 44101
1-800-895-2886

PROGRESSIVE **# 20-0706**
COMMERCIAL

Policy number: 06601589-1

Underwritten by:
Progressive Mountain Insurance Co
January 29, 2020
Page 1 of 1

Certificate of Insurance

Certificate Holder

WATER REVENUE RESOURCES
LTD CO.
2035 BARRETT DOWNS DR
CUMMING, GA 30040

Insured

WATER REVENUE RESOURCES
LTD CO.
WATER REVENUE RESOURCES
2035 BARRETT DOWNS DR
CUMMING, GA 30040

Agent

PROG COMMERCIAL
PO BOX 94739
CLEVELAND, OH 44101

This document is issued as a matter of information only and confers no rights upon the document holder. This document does not amend, extend, or alter the coverage, terms, exclusions, conditions, or other provisions afforded by the policies referenced herein.

Policy Effective Date: Mar 7, 2019

Policy Expiration Date: Mar 7, 2020

Insurance coverage(s)

Bodily Injury/Property Damage

Limits

\$1,000,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2016 GMC CANYON 1GTG5BEA2G1278514

Uninsured/Underinsured - Added On

\$1,000,000 Combined Single Limit

Uninsured Motorist Property Damage - Added On

\$1,000,000 Combined Single Limit w/\$1000 Ded

Comprehensive

\$500 Ded

Collision

\$500 Ded

Rental Reimbursement

\$30 Per Day (\$900 Max)

Roadside Assistance

Selected

2019 GMC CANYON 1GTG6CEN4K1115250

Uninsured/Underinsured - Added On

\$1,000,000 Combined Single Limit

Uninsured Motorist Property Damage - Added On

\$1,000,000 Combined Single Limit w/\$1000 Ded

Comprehensive

\$500 Ded

Collision

\$500 Ded

Rental Reimbursement

\$30 Per Day (\$900 Max)

Roadside Assistance

Selected

Certificate number

02920A13589

DEPARTMENT OF PUBLIC WORKS
INTEROFFICE MEMORANDUM



TO: Felicia Strong-Whitaker, Purchasing
FROM: David Clark, Director DC
DATE: September 9, 2020
SUBJECT: Contractor Performance Memo

The Contractor listed below has not provided services to or for the Fulton County Department of Public Works.

Project: Water Utility Billing and Meter Audit

Project #: City of Roswell, RFIQ #19-342-G

Contractor: Water Revenue Resources, Ltd
2035 Barrett Downs Drive
Cumming, GA 30040

If you require additional information, please contact David Clark 404-612-2804.

cc: Nick Ammons, Deputy Director, Public Works
Tony Moore, Deputy Director, Administration, Public Works
Janice Dickenson, Material Management Manager, Public Works
Charlie Crockett, Chief Assistant Purchasing Agent, Purchasing