

VENDOR CONTRACT

Between _____ and

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Water Meters and Systems - 4092415

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

The contract is for one (1) year with an option for renewal for 2 consecutive years.

Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that

is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent (2%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

Indemnity

1. **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole

or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;

- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number _____". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of

name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as “the notice to proceed”. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

() We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

() We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

[illegible]

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe National Coordinator	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com			Contact
Phone	+1 (903) 243-4759			Department
Fax	+1 (866) 749-6674	Contact	Kim Thompson, Coordinator of Office Operations	Building
Bid Number	4092415			Floor/Room
Title	Water Meters and Systems			Telephone
Bid Type	RFP			Fax
Issue Date	07/01/2015	Department		Email
Close Date	8/14/2015 3:00:00 PM CT	Building		
Need by Date		Floor/Room		
		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company McKinstry Essention, LLC
 Address 13465 Midway Road, Suite 100
 Dallas, TX 75244

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (972) 532-4290
 Fax 1 (972) 239-8835
 Email
 Submitted 8/11/2015 1:36:50 PM CT
 Total \$0.00

Signature Michael Grabham

Email lindsayg@mckinstry.com

Supplier Notes

Please let us know if you have questions or need additional information. Thank you for the opportunity.

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Dallas
5	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 8)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
8	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
9	Pricing Information:	Pricing information section. (Questions 10 - 13)	(No Response Required)
10	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
11	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
12	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
13	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	No
14	Start Time	Average start time after receipt of customer order is ____ working days?	7
15	Years Experience	Company years experience in this category?	55
16	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
17	States Served:	If answer is NO to question #16, please list which states can be served. (Example: AR, OK, TX)	TX, OK, AR, MO

18	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	The McKinstry family of companies provides full design, build, operate, and maintain (DBOM) services as well as ESCO services. McKinstry's professional staff and trades people deliver a variety of services including energy efficiency services and finance, issue management, and onsite facility management through McKinstry Essention, LLC; and mechanical engineering, construction, architectural metals, and 24/7 maintenance through McKinstry Co, LLC. We advocate collaborative and sustainable solutions designed to ensure improved systems efficiency, occupant comfort, reduce facility operational costs and optimize client profitability for the life of their building and systems. We have a wealth of experience with renewable energy systems, and offer our clients vendor-neutral solutions.
19	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
20	Primary Contact Name	Primary Contact Name	Michael Grabham
21	Primary Contact Title	Primary Contact Title	Regional Director
22	Primary Contact Email	Primary Contact Email	michaelg@mckinstry.com
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9724994277
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	9724997949
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	2142130906
26	Secondary Contact Name	Secondary Contact Name	Lindsay Garner
27	Secondary Contact Title	Secondary Contact Title	Senior Business Operations Analyst
28	Secondary Contact Email	Secondary Contact Email	lindsayg@mckinstry.com
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2142086473
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	9722398835
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	2142086473
32	2% Contact Name	2% Contact Name	Lindsay Garner
33	2% Contact Email	2% Contact Email	lindsayg@mckinstry.com
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2142086473
35	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 36 - 38)	(No Response Required)
36	Purchase Order Contact Name	Purchase Order Contact Name	Lindsay Garner
37	Purchase Order Contact Email	Purchase Order Contact Email	lindsayg@mckinstry.com

38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2142086473
39	Company Website	Company Website (Format - www.company.com)	www.mckinstry.com
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	46-1563231
41	Primary Address	Primary Address	13465 Midway Road, Suite 100
42	Primary Address City	Primary Address City	Dallas
43	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
44	Primary Address Zip	Primary Address Zip	75244
45	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	water infrastructure, AMR, AMI, residential and commercial water meters, residential and commercial gas meters, energy services, performance contracting, meter replacements, meter testing, propagation study
46	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
47	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

Line Items		
Response Total:		\$0.00

Resellers/Dealers – Not Applicable

Provisions for purchase with federal funds for contracts exceeding \$100,000
These forms are for non-construction contracts

Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If your company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000, you must complete the following forms can provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000?

Check your response?

YES ☒ NO ☐



Signature of Authorized Company Official

8/6/15
Date

Michael Grabham

Printed Name of Authorized Company Official

McKinstry Essention, LLC

Company Name

Attach to this page a current W-9 form

Please complete the forms below

Legal Compliance

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award. The vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to TIPS or TIPS members?

Does vendor agree? YES ME Initial of Authorized Company Official

Non-Collusive Bidding Certificate

By submitting a proposal in response to a Request for Proposals or other procurement device containing this clause, you certify that you are authorized to certify to the following:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

The vendor complied with #1 through 4 above? YES ME Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

The vendor has not been debarred? YES ME Initial of Authorized Company Official

Certification Regarding Lobbying

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding
\$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than

\$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

McKinstry Essention, LLC


Name of Organization

13465 Midway Road, Ste 100

Address of Organization

Michael Grabham / Director, South Region

Name / Title of Submitting Official



Signature of Submitting Official

8/6/13

Signature Date

Provisions for purchase with federal funds for contracts exceeding \$100,000

Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS Member, TIPS Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES Mg Initial of Authorized Company Official

Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES Mg Initial of Authorized Company Official

Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state or federal agency.

Does vendor agree? YES Mg Initial of Authorized Company Official

Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

Provisions for purchase with federal funds for contracts exceeding \$100,000

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES MG Initial of Authorized Company Official

Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES MG Initial of Authorized Company Official

Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES MG Initial of Authorized Company Official

Provisions for purchase with federal funds for contracts exceeding \$100,000

Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES Mg Initial of Authorized Company Official

Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor agree? YES Mg Initial of Authorized Company Official

Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Pursuant to Federal Rule (13) above, when federal funds are expended by TIPS Member, TIPS Member requires proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES Mg Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

Information may be found at <https://www.sam.gov/index.html>

Has the vendor been debarred from participation in Federal funds contracts?

NO ☒ Initial of Authorized Company Official

YES ☐ Initial of Authorized Company Official

Company Official: Michael Grabham

Company: McKinstry Essention, LLC

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: McKinstry Essention, LLC

Mailing Address: 13465 Midway Road, Ste 100

City: Dallas

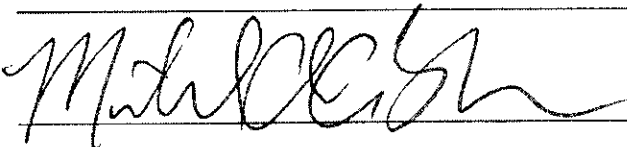
State: TX

Zip: 75244

Telephone Number: (972) 532-4290

Fax Number: (972) 499-7918

Email Address: michaelg@mckinstry.com

Authorized Signature: 

Printed Name: Michael Grabham

Position: Director, South Region

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blenda McNatt 9-24-15
TIPS Authorized Signature Date

David Wayne Fitts 9-24-15
Approved by Region VIII ESC Date

References

**** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
City of Goliad, TX	Goliad	Texas	Sereniah Breland, former City Administrator	405-282-0496
City of Hearne, TX	Hearne	Texas	Anna Florida, City Secretary	972-279-3461
City of Sedalia, MO	Sedalia	Missouri	Charles Brosch, General Manager	660-826-1234
City of Woodville, TX	Woodville	Texas	Mandy Risinger, City Administrator	409-283-2234

Warranty

McKinstry Warranties/Guarantees

McKinstry's guarantee of performance allows us to commit to our clients that the equipment and systems installed will meet or exceed established performance standards. Our first priority will be to make certain that all newly installed equipment and systems will operate to ensure occupant safety, health, and comfort. The second priority will be to meet the project's operational and utility savings. If the equipment is maintained based on the manufacturer's guidelines, yet it does not meet the first and/or second priority, McKinstry will take the necessary steps to correct or improve equipment performance. If it is determined that the newly installed equipment has failed, we will find a final repair resolution or we will replace it.

McKinstry offers more options due to our network of buying power and our relationships with local equipment providers. We are able to reduce the initial cost of equipment, in addition to being able to arrange for extensions to the warranty period of the equipment. This combination of strong buying power and extended warranties gives us a value-added advantage we will pass on to you.

WARRANTY ENFORCEMENT ROLE

McKinstry can implement our Knowledge Response Center (KRC), an innovative 24x7 web-based system suite that allows clients to log and track warranty issues. The KRC utilizes InfoCentre™ to document relevant facility data and work flow processes in order to effectively and efficiently manage the warranty, and remote monitoring to enable the flow of real time and proactive site-specific information using the building automation systems. InfoCentre powers and serves as the information hub for our services – clients will be able to view warranty requests, note when the issue was logged, view progress on the issue, and receive confirmation when the issue is resolved. All this is handled seamlessly with minimal time commitment from the client organization. In addition, this process provides a single repository of archived information relevant to your specific facilities. Our standard warranty services include:

- Development and management of the warranty work order process;
- Management of the vendor dispatch process;
- Tracking and follow up on completion of work;
- Routine vendor performance reporting;
- Follow up with customer and project team on work satisfaction;
- Ongoing equipment status and warranty work reporting details; and
- Warranty preventative maintenance management and scheduling.

We will commission waste to energy and other future projects to ensure all equipment and systems installed will meet or exceed performance standards. We guarantee its installation and workmanship for one year against defects. Equipment typically carries the manufacturer's warranties, yet based on our relationship with vendors, we will extend warranties at no or low cost. Your warranty time period starts at date of substantial completion or occupancy. If equipment is used for temporary service, its warranty date typically will start when it is put into service.

COMMITMENT TO LONG-TERM PARTNERSHIP

McKinstry is very experienced in system performance and warranty concerns. We understand the value of equipment performing as intended. We routinely complete services—at no additional cost to the customer—after the original warranty expires to ensure our clients are satisfied and that the system operates as intended. McKinstry will provide the client with a single point of contact for long-term accountability regarding maintenance and training on all new equipment installed as part of any project.



Supplementary Information



Meter Infrastructure Services

Improving Meter Data Integrity

MCKINSTRY APPROACH

- Vendor-neutral
- Technology-neutral
- Single point of responsibility for:
 - Analysis
 - System design
 - Guaranteed propagation study
 - Project development
 - Installation and construction management
 - Billing system integration
 - Commissioning
 - Training
 - Measurement and verification

ADVANTAGES

- Increased accuracy and reduced operating cost can pay for system installation
- Improved utility data accuracy
- Billing accuracy ensured
- Improved security and tamper detection
- Additional customer service options
- Real-time access to data for the city and customer
- Remotely monitor and manage usage
- Long-term performance guaranteed
- Meter system accuracy guaranteed
- Propagation study guaranteed

Concerns about resource management and meter data integrity are leading cities to explore new systems and tools that will enable them to better manage their meter enterprise systems, offer additional services to their customers, increase meter accuracy, reduce operational costs, and improve consistency of billing and usage data. Too often, meters are broken or inaccurate, compromising the revenue of the municipalities that serve them.

Installing automated electric, water, and gas meters in the homes and businesses served by a municipal system allows that city to obtain real-time accurate usage data, billing information, and powerful analytical and reporting information. Additionally, meter reading personnel can be reallocated to support understaffed departments.

SMART METERS

Smart meters collect and store accurate meter readings in real time as well as receive event alarms such as tamper, leak detection (customer and city sides of the meter), low battery or reverse flow, interval data, and log meter events.

Logged data can report usage patterns, time-of-use billing, demand forecasting, rate-of-flow recording, leak detection, flow monitoring, water conservation enforcement, and unauthorized water use.

WHY MCKINSTRY

McKinstry offers meter infrastructure services for municipal utilities, from concept and installation to reporting and analytics. We guarantee the accuracy of our meter infrastructure installations for our customers so they can trust the data they receive. Our team is knowledgeable about advanced metering infrastructure (AMI) and automatic meter reading (AMR) systems and services designed to streamline utility data collection and billing.

McKinstry has in-house professional engineers who are engaged during the initial analysis, detail study, technology selection, brand selection, design, and propagation study. McKinstry's professional installation and construction management teams offer system deployment and billing system integration. We are experienced with a variety of meter brands, technologies, and billing systems; municipal utilities can trust McKinstry to provide the right system for their long-term needs.

Meter Infrastructure Services

METER INFRASTRUCTURE EXPERIENCE

- City of Hearne, TX
 - Water
 - Electric
- City of Woodville, TX
 - Water
 - Gas
- City of Goliad, TX
 - Water
- City of Sedalia, MO
 - Water

NOTABLE PROJECT EXPERIENCE

• City of Goliad, Texas

McKinstry designed and deployed AMR/AMI applications for the City of Goliad with guaranteed results. The City needed to replace aging meter infrastructure with accurate, lead-free meters. Because fixed-base applications are less costly and more reliable than ever before, the City hired McKinstry to lead their system upgrade. Goliad was able to deploy a fixed-based AMR/AMI meter reading system across a meter population of 1,000 and pay for the project from the access to increased billable gallons.

• City of Hearne, Texas

McKinstry designed and built the AMR/AMI system for the City of Hearne that included both the water and electric enterprise. The common remote electronic reading system increased the efficiency of the public works team and allowed for greater focus on customer service.

• City of Sedalia, Missouri

The City of Sedalia saved the Sedalia Water Department over \$600,000 in first costs by choosing McKinstry over the nearest proposer, and it will save over \$1 million over the 15-year guarantee of system performance. The McKinstry contract will also provide the water department over \$250,000 in guaranteed cumulative positive cash flow during the term of the contract and an additional \$100,000 in sewer revenues annually to the City of Sedalia. These sewer revenues will come from increased water department revenues generated by the guaranteed new or retrofitted water meters by McKinstry.

PROJECT FUNDING

McKinstry assists in securing capital and grant funding for our customers. Although meter infrastructure upgrade projects typically require a significant capital investment, McKinstry's performance contracting experience means we can help municipalities finance AMR/AMI projects through increases in system-wide meter accuracy and lower operating costs.

City of Goliad

FACTS

LOCATION

Goliad, Texas

PROJECT DATES

01/2006 – Ongoing

PROJECT SIZE

Buildings: 2

Square Feet: 4,000

CONTRACT

Amount: \$746,409

Type: GMAX / Lump Sum

TEAM

PROJECT DIRECTOR

David White

ACCOUNT EXECUTIVE

Rich Oliver

PROJECT MANAGER(S)

George Melancon, Boo Podanoffsky

ENGINEER(S)

Erik Gonzalez, Roger Larson, Jeff Cooke

CONTACTS

OWNER

Sereniah Breland

City of Goliad

City Administrator (Former)

152 End St

Goliad, TX 77963

361 645 3454

cityadmin@goliadtx.net



PROJECT DETAILS

McKinstry originally assisted the city in developing and managing the turnkey installation of programmable thermostats. The success of this project led to the development of a water meter replacement project. The city wanted to improve customer service, quickly identify leaks on the customer side, reduce the need for meter reading manually (and with the use of a vehicle), ensure accurate billing, determine consumption patterns, and accurately track their meter inventory.

McKinstry's testing confirmed the aging water meters were in need of replacement and provided an automatic meter reading (AMR) water meter system. This system includes meters, communication devices, data collection units, networked collection computer, meter reading software, integration with current billing software, training, and installation of equipment for a complete working system.

The project will produce over \$61,461 of annual improved access to billable gallons and operation and maintenance (O&M) savings to the city. Projected O&M savings are based on the reallocation of public works department resources used to manually read water meters and reduced repair and maintenance costs associated with those meters. Projected O&M savings in Years 1-5 is \$7,500 and in Years 6-15 is \$5,500. The estimated simple payback for this project is 11.2 years.

City of Hearne

FACTS

LOCATION

Hearne, Texas

PROJECT DATES

06/2009 – 02/2010

PROJECT SIZE

2,112 Water Meters with AMR

2,700 Electric Meters with AMR

CONTRACT

Amount: \$1,809,166

Type: GMAX

TEAM

BUSINESS MANAGER

Michael Flores

DEFINITION AND DESIGN

Michael Grabham, CEM

PROGRAM MANAGEMENT

Revvie Green, PE

FINANCE

Rich Oliver

ENERGY ANALYSIS

Alex Montano, CEM

PROJECT MANAGER

Rick Prindle

CONTACTS

CITY SECRETARY

Anna Florida | 979 279 3461

City of Hearne

209 Cedar Street

Hearne, TX 77859

SUBCONTRACTORS

US Bronco Services

Joe Kulifay | 513 858 7260

Water Meter Installation Contractor

Aclara Software

Neptune Water Meters



PROJECT DETAILS

The City of Hearne hired McKinstry to conduct an audit and improve energy and water usages. McKinstry reviewed and benchmarked the city's operations to help determine whether or not the city was providing the best possible services at the least cost. McKinstry tested the city's existing water meters and found inaccurate meter readings, resulting in lost revenues. McKinstry installed 2,112 new residential and commercial water meters equipped with Automatic Meter Reading (AMR) technology that deliver a more accurate measurement of water usage and capture a previously lost revenue stream. The new meters also avoid a time consuming meter reading process, which provides operational savings. The meters emit radio signals that are captured by a fixed base communication system that transmits the reading directly to the business office.

McKinstry also provided the City with 2,700 Electric Meters equipped with AMR technology for installation by the city's electric department.

McKinstry provided investigation, identification, design, engineering, and technology and equipment upgrades that are projected to provide \$2.3 million in benefits to the city over a 10-year period.

Improved Access to Billable Gallons = \$84,767 Annual O&M Savings = \$90,000

City of Sedalia Water Department

FACTS

LOCATION

Sedalia, Missouri

PROJECT DATES

09/2010 – 09/2011

PROJECT SIZE

11,000 water meters
Replaced or retrofitted

CONTRACT

Amount: \$3,564,000
Type: GMAX

TEAM

BUSINESS DEVELOPMENT MANAGER

Jon McCoy

PROJECT MANAGER

David White

ENGINEERS

Scott Summers, Paul Gustafson

CONSTRUCTION MANAGER

George Melancon

FINANCIAL ANALYST

Rachel Brombaugh

CONTACTS

OWNER

Charles Brosch, General Manager
Sedalia City Water Department
111 West 4th Street
Sedalia, MO 65301
660 826 1234
charlie@sedalia-water.com



PROJECT DETAILS

In 2010, McKinstry was selected for a guaranteed operations savings contract with the City of Sedalia Water Department to replace or retrofit the water department's 11,000 commercial and residential water meters. These meters replaced failing equipment, allowing the Water Department to increase revenues by accurately measuring and billing water usage. In addition, the Water Department will realize operations and maintenance savings, as the old equipment was time consuming to maintain and repair. The total contract value was \$3,564,000.

The Sedalia Board of Public Works approved a client-originated change order in February 2011 to replace an additional 190 water meters and two 20-year-old venturi meters with new magmeters in the City's water plant. This additional contract was valued at \$399,000.

McKinstry was able to secure utility rebates that lowered the project first cost by \$600,000 when compared to the next-lowest-cost respondent. The project will provide the Water Department with over \$200,000 per year in guaranteed revenues from, resulting in over \$2.5 million of net cash flow after debt payments over the estimated 20-year life of the equipment. McKinstry Capital facilitated the financing, providing a full suite of services to the City of Sedalia Water Department.

City of Woodville

Utility Improvement Measures

FACTS

LOCATION

Woodville, Texas

PROJECT DATES

09/2012 – 10/2014

PROJECT SIZE

Water Meters: 1349

Gas Meters: 900

IMPROVED ACCESS TO BILLABLE GALLONS

Annual: \$126,991

CONTRACT

AMOUNT: \$1,856,317

Type: GMAX

TEAM

PROJECT DIRECTOR

David White

ACCOUNT EXECUTIVE

Quinn Tolbert

ENGINEER(S)

Alex Montano

CONSTRUCTION MANAGER

George Melancon

CONTACTS

OWNER

Mandy Risinger

400 W Bluff St

Woodville, TX 75979

409-283-2234

mandy@woodville-tx.gov



PROJECT OVERVIEW

Woodville is an East Texas city in Tyler County with a population of 2,586 people. The city operates and maintains the water and gas utilities for the city and surrounding areas. The city's utility infrastructure had begun to age to the point where 16% of their water was unaccounted for. They read their meters with a full time employee solely dedicated to meter reading, and they also provide water to a local prison via a 10" meter that had no bypass for continued use during meter repair. McKinstry worked with the city to solve all three of these issues through a utility services performance contract.

The project consisted of the implementation of Utility Improvement Measures (UIMs) to replace every water meter in the city and build an automatic meter reading infrastructure to alleviate reading responsibilities. Notable measures included Gas and Water Meter upgrades, automatic meter reading infrastructure, and a 8" bypass line for the prison meter. The services included design, construction, and system verification. Although The City of Woodville will operate and maintain the new equipment, McKinstry provided initial commissioning of the systems installed and associated documentation of system operation and performance, proving the ability to realize the necessary savings.

The project is projected to produce over \$126,991 of annual improved access to billable gallons and \$40,000 in O&M savings to The City of Woodville. Access to billable gallons is defined as the added ability to bill for gallons previously unmetered due to lower meter accuracy. The estimated simple payback for this project is 11.1 years.