

EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR QUOTATION (RFQ) No. 1709 for WATER METER TESTING EQUIPMENT

For complete information regarding this project, see RFQ posted at <http://www.ebmud.com/business-opportunities> or contact the EBMUD representative listed below. Thank you for your interest!

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Please note that prospective bidders are responsible for reviewing <http://ebmud.com/business>, during the RFQ process, for any published addenda regarding this RFQ.

RESPONSE DUE
by
1:30 p.m.
on
February 15, 2017
at
EBMUD, Purchasing Division
375 Eleventh St., First Floor
Oakland, CA 94607



375 Eleventh Street, Oakland, CA 94607

Website: ebmud.com

EAST BAY MUNICIPAL UTILITY DISTRICT

RFQ No. 1709

for

WATER METER TESTING EQUIPMENT

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I. STATEMENT OF WORK

A. SCOPE

It is the intent of these specifications, terms, and conditions to describe water meter testing equipment required by the East Bay Municipal Utility District (District). The stems described in this RFP include:

- Shop system (composed of one large meter bench, one medium-meter bench one small-meter bench, a recirculating system, and necessary computer software/hardware)
- Truck mounted system, and
- Portable field test equipment.

The existing EBMUD meter testing system was originally purchased in the 1960s and relocated to its current location in 1999. This current system consists of a large-meter bench, capable of testing meters 3 inch to 8 inch; a medium meter bench, capable of testing 1.5 inch and 2 inch meters; and a small-meter bench, capable of testing 5/8 – 1 inch meters.

There is a mandatory site-inspection for the vendor to ensure the proposed system fits within the specified area, and that drains, water supply, and the electrical requirements are met/available. Measurements are to be made so that a turnkey operation is installed by the vendor with minimal disruptions.

The District intends to award a contract to the lowest cost bidder(s) whose response meets the District's requirements.

B. BIDDER QUALIFICATIONS

1. Bidder Minimum Qualifications

- a. Bidder, bidder's principal, or bidder's staff shall have been regularly engaged in the business of providing meter testing equipment of the type and capabilities described in this RFQ for at least five (5) years.
- b. Bidder shall be an authorized manufacturer and dealer of the equipment described in this RFQ .
- c. Bidder shall possess all permits, licenses, and professional credentials necessary to supply product and perform services as specified under this RFQ.

C. SPECIFIC REQUIREMENTS

All products shall be in new and unused condition and shall be of the most current and up to date model.

1. **The Large-Sized Meter Bench**

The large meter benches shall be constructed to work independently and concurrently from the other benches.

- a) The large meter test bench must be capable of testing:
 - 3" – three (3) to four (4) at a time
 - 4" – three (3) to four (4) at a time
 - 6" – two (2) to three (3) at a time
 - 8" – one (1) at a time
- b) Spool pieces with straightening vanes to reduce disturbance (turbulence) must be included. Tanks for the large meter bench shall be:
 - 2400 gallon stainless steel calibrated test tank
 - 10/100 duplex stainless steel calibrated test tank (10 gallon tank resides inside the 100 gallon tank)
- c) The meters shall be coupled together using a hydraulic clamping system. Locations for bolts shall be available to couple the meters with the spools for additional safety.
- d) The closing and clamping device shall consist of the following:
 - Hydraulic-driven cylinders shall compress meters and the spool spacers, eliminating the need for nuts and bolts
 - The motion operator shall be controlled by an easy-to-use control box at the moving end of the bench
 - The moveable flange section shall be designed to adapt to all meter sizes within the specified parameters of the test bench
 - Movable flange range of motion shall cover eighteen inches
 - Movable flange shall be equipped with locator pins to align meters and prevent accidental misalignment and blowouts
 - The motion operator and moveable flange shall have a working pressure rating of 150 PSI and has been safely tested at 300 PSI static pressure
 - The movable flange section shall be supported by a support tower which is a welded steel frame coated exactly like the test bench
 - The pressure release valve shall ensure safety by prohibiting the bench to open until pressure is released

- A tethered remote control module shall be provided for an extra level of safety while loading or unloading meters
- e) Meter support fixtures shall be included and shall meet the following:
 - Designed to support the meters during installation and testing
 - Roll entire length of test bench
 - Constructed of welded steel and coated to specifications required for frame
 - Equipped with adjustable V-blocks for lifting meters and spools into place
- f) Low flow rates shall be set by adjusting the rotometer at the end of the test bench. The test bench will also be using the scale instrument and the computer software will manage the flow rate(s). The software can also manage the pump speeds. The rotometer will be used to fine tune the flow rate(s).
- g) For mid-and-high-flow testing, the test parameters will include the required flow rates for the test(s) selected. The mid-and-high-flow rates on the large meter test bench are managed / maintained by the scales (or load cells) and the scale instrument. The software can also manage the pump speeds.
- h) The large meter test bench shall be configured to test meters from 3" through 8".
- i) The bench shall be constructed as follows:
 - The frame shall be:
 - Fabricated steel
 - Welded in accordance to standard industry practices
 - Capable of compressive and hydraulic forces equal to fifteen thousand pounds of pressure
 - Total weight rating of ten thousand pounds without distortion or misalignment
 - Stainless steel load bearing surface at side rails
 - The frame coating shall be:
 - Coated with Polyester, minimum 4-6 mils thick
 - Minimum of 20-year resistance to corrosion
 - High impact resistance
- j) The following is a list of additional requirements/equipment that shall be provided:
 - Splash pans that are constructed as follows:
 - Stainless steel construction
 - Extends full width and length of test bench
 - Built in panels of 10 feet or less to facilitate removal and cleaning
 - Drip free

- Sloped at 1 inch per 10 feet (0.10 inch per foot) to lowest point where a stainless steel nipple will be welded for drain tie-in
- A record keeping station
 - Designed to hold forms, pencils, etc.
 - Has a hinged lid with storage inside
 - Angled writing surface with lip
- Test spool assemblies shall be included and constructed as follows:
 - Provided in all sizes relevant to test bench size parameters
 - Powder coating shall be lead free
 - Equipped with alignment spacer flanges
 - As necessary, select spools are configured with straightening vanes to minimize or reduce turbulence and allow for conformance with AWWA specifications and recommendations
 - Constructed of Sch. 40 steel pipe with flanges welded at both ends
 - Modified to accept O-rings on reducing spools and spacer flanges
 - Stainless alignment pins are uncoated 316 stainless steel
 - Equipped with lifting handle for ease of movement and safety
- One (1) spool rack with heavy duty load bearing castors.
- Flex joint assembly
 - Bench is connected to water supply line utilizing a flex joint assembly
 - Allows travel of not less than 18 inches
 - Supported by a welded and coated stand
- Control panel constructed as follows:
 - NEMA-4 enclosure
 - Grey enamel finish
 - Completely pre-wired to operate all test system functions
 - Equipped with emergency stop and power on switch
- The weight scale and volume system for the large bench shall include:
 - One (1) set of four load cells (one for each leg) for the 2400 gallon tank.
 - One (1) 1K deck scale for the 10/100 tank.
 - Standard features of the gravimetric system shall include:
 - Tank overflow protection
 - Run test sequence by volume
 - Five selectable units of measure (gallons, Cu.Ft., cu. meters, imperial gallons and pounds).

- The auto drain feature which drains the tanks after the test or holds the water in the tank in order to perform the stack test (scale automatically zeroes after each test)
 - Built in leak detection on scale, after the test with a variable leak check.
 - Emergency stop or test abort in all phases
 - Units are set up for computer interface
 - Software shall be upgradeable
 - Standard pump control features with scale unit shall include:
 - Pump speed adjustment before the test or during the test cycle
 - Inactive setting to stop the pump or pumps after a pre-determined amount of time with no use to prevent pump damage
 - Dead head prevention will stop pump if the controller does not sense water flow in an adjustable time of delay
- k) Supply pressure shall be capable of being adjusted to pressures as low as 5 PSI to a maximum of 140 PSI.
- Gravimetric accuracy
 - The scales / load cells are an NIST approved class III weighing device, manufactured by WeighTronix or equal
 - System accuracy is $\frac{1}{4}$ of one percent and repeatable to $\frac{1}{10}$ of one percent

2. Medium Sized Meter Bench

The medium meter bench shall be constructed to work independently and concurrently from the other benches.

- a) The bench can test:
- Up to twelve (12) $1\frac{1}{2}$ " meters
 - Up to twelve (12) 2" meters
 - Additional carrier bars and adapters shall be provided to support:
 - Up to (24) $\frac{5}{8}$ "x $\frac{3}{4}$ " through 1" meters
- b) Measuring tanks shall be:
- 500 gallon stainless steel calibrated test tank
 - 10/100 duplex stainless steel calibrated test tank (10 gallon tank resides inside the 100 gallon tank).

- 5 gallon stainless steel calibrated test tank (for Ultra Low Flow)
- c) System is designed to hold pressures to 150 PSI
- d) Flow rates are set as follows:
 - Low-flow test rates will be set by adjusting the rotometer at the end of the test bench. The test bench will also be using the scale instrument and the software to manage the flow rate(s). The rotometer will be used to fine tune the flow rate(s). The software can also manage the pump speeds.
 - Mid-and-high-flow test rates will be set for mid and/or high flow by adjusting the rotometer at the end of the test bench. The test bench will also be using the scale instrument and the software to manage the flow rate(s). The software can also manage the pump speeds.
- e) Rotometers will be used to fine tune the flow rate(s).
- f) Flow Measurement shall include:
 - Three precision rotometers
 - Low-flow measurement of 0.1 to 1.5 GPM
 - Medium-flow measurement of 1.5 to 15 GPM
 - High-flow measurement of 6 to 160 GPM
- g) The test bench shall be configured for the EBMUD application and test meters from $\frac{5}{8}$ "x $\frac{3}{4}$ " through 2"; this equates for the support of flow rates as outlined in the AWWA M6 Manual from $\frac{1}{4}$ GPM though 500+ GPM.
- h) Extended low flow testing is required in this configuration and shall provide the ability to exceed $\frac{1}{32}$ nd GPM. A 5 gallon tank with scale will be required in this system. A fourth rotometer shall be required to adjust extended low flows with accuracy below $\frac{1}{32}$ GPM.
- i) Closing and clamping devices shall be constructed such that:
 - They utilize hydraulic driven cylinder to compress meters and the spool spacers
 - Meters are held in place by carrier bars sliding on stainless steel rails along the length of the bench
 - Inter changeable adaptors are used to hold various meter thread sizes
 - Carrier bars are equipped with locator pins to align meters and prevent accidental misalignment and blowouts
 - All wetted parts are brass
- j) The record keeping stations shall include:
 - Hinged lid with storage inside for forms and pencils
 - Angled writing surface with lip
- k) Test spool assemblies

- Provided in all sizes relevant to test bench size parameters
- Quantity provided allows the ability to test one meter on the bench
- 1½" and 2" spools set up with bronze oval flanged spaces
- l) Control panels shall be constructed with:
 - NEMA-4 enclosure
 - Grey enamel finish
 - Hoffman, E-Box or equal
 - Completely pre-wired to operate all test system functions
 - Emergency Stop and Power On switch
- m) The weight scale and volume system for the medium bench shall include:
 - One (1) 5K deck scale for the 500 Gallon Tank
 - One (1) 1K deck scale for the 10/100 Tank
 - One (1) scientific scale for the ultra-low flow tank
 - The scales / load cells are an NIST approved class III weighing device, manufactured by WeighTronix or equal
 - System accuracy is ¼ of one percent and repeatable to 1/10 of one percent
- n) Standard features of the gravimetric system shall include:
 - Tank overflow protection
 - Run test sequence by volume
 - Five selectable units of measure (gallons, Cu.Ft., cu. meters, imperial gallons, and pounds)
 - The auto drain feature drains the tanks after the test or holds the water in the tank in order to perform the stack test. (Scale automatically zeroes after each test)
 - Built in leak detection on scale, after the test with a variable leak check
 - Emergency stop or test abort in all phases
 - Auto compensating free-fall adjustment to stop test on target value
 - Units are set up for computer and or printer interface
 - The software shall be upgradeable
- o) Standard pump control features with scale unit shall include:
 - Pump speed adjustment before the test or during the test cycle
 - Inactive setting to stop the pump or pumps after a pre- determined amount of time with no use to prevent pump damage
 - Dead head prevention will stop pump if the controller does not sense water flow in an adjustable time of delay

- p) Supply pressure shall be capable of being adjusted to pressures as low as 5 PSI to a maximum of 140 PSI.

3. Small Sized Meter Bench:

The small meter bench shall be constructed to work independently and concurrently from the other benches.

- a) The small bench can test:
 - Up to (24) $\frac{5}{8}$ "x $\frac{3}{4}$ "
 - Up to (20) 1" meters
- b) Measuring tanks shall be:
 - 500 gallon stainless steel calibrated test tank
 - 10/100 duplex stainless steel calibrated test tank (10 gallon tank resides inside the 100 gallon tank)
- c) System is designed to hold pressures to 150 PSI
- d) Flow rates are set as follows:
 - Low flow test rates will be set by adjusting the rotometer at the end of the test bench. The test bench will also be using the scale instrument and the software to manage the flow rate(s). The rotometer will be used to fine tune the flow rate(s). The software can also manage the pump speeds.
 - Mid-and-high flow test rates will be set for mid and/or high flow by adjusting the rotometer at the end of the test bench. The test bench will also be using the scale instrument and the software to manage the flow rate(s). The software can also manage the pump speeds.
- e) Rotometers will be used to fine tune the flow rate(s)
- f) Flow measurement shall include:
 - Three precision rotometers
 - Low-flow measurement of .1 to 1.5 GPM
 - Medium-flow measurement of 1.5 to 15 GPM
 - High-flow measurement of 15 to 60 GPM
- g) The test bench shall be configured for the EBMUD application and test meters from $\frac{5}{8}$ "x $\frac{3}{4}$ " through 1".
- h) Closing and clamping devices shall be constructed such that:
 - They utilize hydraulic driven cylinder to compress meters and the spool spacers
 - Meters are held in place by carrier bars sliding on stainless steel rails along the length of the bench
 - Inter changeable adaptors are used to hold various meter thread sizes

- Carrier bars are equipped with locator pins to align meters and prevent accidental misalignment and blowouts
 - All wetted parts are brass
- i) The record keeping stations shall include:
 - Hinged lid with storage inside for forms and pencils
 - Angled writing surface with lip
- j) Test spool assemblies
 - Provided in all sizes relevant to test bench size parameters
 - Quantity provided allows the ability to test one meter on the bench
- k) Control panels shall be constructed with:
 - NEMA-4 enclosure
 - Grey enamel finish
 - Hoffman, E-Box or equal
 - Completely pre-wired to operate all test system functions
 - Emergency Stop and Power On switch
- l) The weight scale and volume system for the large bench shall include:
 - One (1) 1K deck scale for the 10/100 tank
 - The scales / load cells are an NIST approved class III weighing device, manufactured by WeighTronix or equal
 - System accuracy is $\frac{1}{4}$ of one percent and repeatable to $\frac{1}{10}$ of one percent
- m) Standard features of the gravimetric system shall include:
 - Tank overflow protection
 - Run test sequence by volume
 - Five selectable units of measure (gallons, Cu.Ft., cu. meters, imperial gallons and pounds)
 - The Auto Drain feature drains the tanks after the test or holds the water in the tank in order to perform the stack test. (scale automatically zeroes after each test)
 - Built in leak detection on scale, after the test with a variable leak check
 - Emergency stop or test abort in all phases
 - Auto compensating free-fall adjustment (PRE-ACT) to stop test on target value
 - Units are set up for computer and or printer interface
 - The software shall be upgradeable
- n) Standard pump control features with scale unit shall include:
 - Pump speed adjustment before the test or during the test cycle

- Inactive setting to stop the pump or pumps after a pre- determined amount of time with no use to prevent pump damage
- Dead head prevention will stop pump if the controller does not sense water flow in an adjustable time of delay

4. Recirculation system

- a) The system shall be designed to operate all three (3) test benches concurrently.
- b) It shall have a 3500 Gallon Polyethylene Tank.
- c) Pumps shall be located in a separate room, to be shown in the required site visit.

5. Computer Software/Hardware

- a) Necessary software and hardware shall be provided for each test station listed above:
 - One (1) console (computer) per test bench is required.
 - PC with software (keyboard, mouse)
 - Touchscreen Monitor
 - Computers will not be networked
 - There will be no network available
- b) Software shall provide:
 - Ease of use for the operation of the benches
 - Database management
 - Record keeping
 - Report generation
 - Windows Compatible - Win7/Win8.1/Win10+
 - Software patches or fixes shall free of charge and provided on a USB Flashdrive or CD/DVD.
 - Software upgrades shall be included in the maintenance agreement.

6. Truck Mounted Test System

- a) The truck-mounted water meter testing system will assist employees testing meters of all length and types in the field without taking the meter out-of-service.
- b) It shall be capable of testing meters of all sizes and types in the field. Software and controls are required for operational testing equipment

- c) The meter shall be 4 inch diameter, schedule 40 fitted steel pipe with 2 ½" fire hose inlet and outlet fittings allowing a maximum flow rate of 600 gallons per minute
- d) A medium flow line shall be a 1-1/2" diameter brass pipe with a maximum flow rate of 100 gallons per minute
- e) The low flow test line shall be 1 inch in diameter with a maximum flow rate of 20 gallons per minute.
- f) A 4" line shall be supplied with a straightening vane in line before the comparison meter to ensure maximum accuracy
- g) Piping shall be powder coated to prevent corrosion. The pipework shall be mounted to a steel frame. All piping less than 4" shall be copper.
- h) The Frame shall consist of the following:
 - o 1½" 14 gauge fabricated steel tube
 - o Welded in accordance to standard industry practices and certifications
 - o All pipe work shall be mounted to the frame at three points and shall be equipped with three or more lifting eyes, allowing the tester to be removed safely without damage to the test unit or the truck.
 - o Unit shall be equipped with stainless steel load bearing surface at side rails
 - o Frame shall be high-impact resistance powder coated to a minimum of 20 years resistance to corrosion
- i) Electronics shall consist of the following:
 - o The electronics package shall be 120 volt AC designed to control the test sequence automatically
 - o The package shall be equipped with computer and be PLC designed to handle dual-stage shut down and accept batch quantities. The operator shall have the option to require a dual stage shut down.
 - o All of the electronics shall be protected by a NEMA 4X stainless steel enclosure
- j) Meters
 - o The test instruments shall be high quality turbine meters with accuracy curves within plus or minus 1.5 percent within the specified flow ranges
 - o Meters shall be installed in pipe manifold with correct up stream and downstream straight pipe in accordance with the manufacturer's specifications
 - o The construction of the meter body shall be of 304 stainless steel, 316 stainless steel hydraulically-balanced rotor, tungsten carbide or carbon

graphite ball bearings, stainless straightening vanes both upstream and downstream, and magnetic stainless steel pick up coil.

- Accuracy is ¼ of one percent and repeatable to 1/10 of one percent, maximum pressure loss of 4 PSI at maximum flow range, suitable for operating pressure of 300 PSI
- k) The unit shall include the following meters:
 - Low-flow meter with flow range 2 to 20 GPM
 - Mid-flow meter with flow range 10 to 100 GPM
 - High-flow meter with flow range 50 to 600 GPM
- l) Strainer shall consist of the following:
 - The supplied unit shall have a bronze z-plate strainer installed on the supply end to filter out debris and polish the flow profile of the water for accurate measurements.
 - The strainer is constructed of B-62 Bronze in accordance with AWWA C-701 standards
- m) Butterfly Valves shall consist of the following:
 - The unit's valves for regulating test quantity and flow rate shall be lug style butterfly valves with electric actuators
 - Valve body shall be epoxy coated ductile iron with EPDM or Viton resilient seat
 - Valves used for throttling shall be high performance butterfly valves with stainless steel bodies and disc with Teflon seats
 - Valves shall be operated by electric actuators, sized accordingly for valves used in service pressures of up to 150 PSI and flow rates of up to 600 GPM
 - Valve disc is stainless steel
- n) Ball Valves shall consist of the following:
 - The ball valves shall be constructed of stainless steel, 3 piece body with Teflon seats, full port with stainless steel ball
 - Valves shall be operated by an electric actuator, sized accordingly for valves, used in service pressures of up to 150 PSI and flow rates of ball valves
- o) Electric Actuators shall consist of the following:
 - The unit's electric actuators enclosure type shall be NEMA 4X
 - Two-part polyurethane open/closed wide angle position indicator, 90 degree operation from full-open to full-close in 7 seconds
 - Motors and controls shall be suitable for 60 starts per hour minimum, with minimum duty cycle of 15 minutes

- The actuators shall be manual-override hand wheel, torque switches with mechanical travel stops and internal heater
- p) Dimensions and approximate weight shall be the following:
 - The unit shall be designed to fit within the bed of a District utility truck with dimensions of: 46" wide x 93" long x 25" tall
 - Unit shall not exceed 800 pounds

7. Field Test Meter:

- a) The Field Test Meter is a portable meter that will assist employees testing meters of all length and types in the field without taking the meter out-of-service where the vehicle mounted meter cannot be used due to inaccessibility
- b) The meter shall operate with a minimum flow of ½ gallons per minute (GPM) to 400 GPM
- c) Temperature range of 32 degrees F to 120 degrees F
- d) Accuracy range +/- 0.5%
- e) Digital LED read out gauges must operate on long life lithium battery
- f) Digital LED registers must come with covers to protect against excessive sun exposure
- g) It must be equipped to fit 2½ inch fire hose brass swivel couplings
- h) All standard equipment must be included
- i) Display and measure in cubic feet
- j) Meets National Electrical Manufacturers Association (NEMA) 4 standards
- k) Fitting accessory kit must be included with the meter and inclusive of the price
- l) Hose, NIST, 25 feet x 2 ½ inch
- m) Training shall consist of the following:
 - Onsite hands-on training
 - Training manuals/CDs must be provided for at least 10 personnel
 - Webinar training, if available, must be accessible and included at no additional cost
- n) Assembly and Installation shall consist of the following:
 - Equipment must be fully assembled when delivered. No installation is required

8. OPERATIONSS AND MAINTENANCE MANUALS

- a) *Operations and Maintenance manuals, including the O&M Manual Checklist and Maintenance Summary Form described below are not to be included with the bid.*
- b) Manuals are required prior to delivery of the equipment.

- c) The provisions of this article are considered minimal requirements and do not supersede any requirements in individual sections of this specification.
- d) When O&M manuals are required to be submitted covering items included in this work, prepare all such manuals in approximately 8-1/2" x 11" format in durable, three ring plastic binders. Each manual shall be identical and include at a minimum information identified on the O&M Manual Review Checklist attached in Appendix D. In addition, furnish the following:
 - Binder Cover: Identification on, or readable through, the front cover stating the District's specification (project) number and project title, District facility or facilities where the equipment will be installed, specification section number, and the system or equipment described in the manual.
 - Binder Spine Label: Include the system or equipment name as shown on the binder cover along with the specification section number.
 - Title page including applicable equipment tag numbers and equipment manufacturer's name, address, and telephone number. In addition, provide name, address and telephone number of the local manufacturer's representative.
 - Table of contents organized and referenced to manual section dividers.
 - Complete instructions regarding storage, handling, installation, operation, servicing, and maintenance of all equipment involved.
 - Comprehensive replacement parts list, with complete nomenclature of all replaceable parts, their part numbers, current cost, and name and address of nearest vendor of parts.
 - Detailed description of handling, replacement, and disposal of all fluids and replacement parts.
 - Copies of Material Safety Data Sheets (MSDS) as required.
 - Copies of all guarantees and warranties issued including the start and end dates for the warranty period or conditions for the initial start date and the duration.
 - Copies of drawings with all data concerning changes made during construction.
 - All factory test data.
 - Provide a separate section with tab divider for documents developed in the field after the O&M manual has been approved. These documents include, but not limited to the following: manufacturer's certificate of proper installation, field test results, etc.

- e) Materials shall be word-processed.
- f) Manufacturer's literature shall be originals, or original quality copies. Specifically identify all equipment models and features being provided. Delete or cross out any extra information provided in standard manufacturer's literature that does not apply to the equipment furnished.
- g) Operating and Testing Procedures, and Diagrams: All manufacturers' standard procedures shall be customized or rewritten as necessary to accurately describe the system as it is installed and operated for the project. Procedures shall include District device tag numbers (as shown on the P&IDs) whenever available. All diagrams illustrating the system shall be customized to show installed conditions, and shall include District device tag numbers whenever available.
- h) Three-hole punch shall not obliterate any information. Reduce original material as necessary to provide a suitable margin for three-hole punching or provide three-hole punched clear plastic pockets for inserting single sheet material.
- i) O&M Manual Review Checklist:
 - o The manufacturer's representative shall fill out a minimum of one O&M Manual Review Checklist form per submittal (See Appendix A) and include a copy in each submitted manual. Provide more than one checklist when specified in the technical specification sections. Clearly identify the location in the O&M Manual for each element in the Technical Content section (O&M tab number and page number). If the content is in multiple locations or on multiple pages, identify each location in the space provided or in the Comments column on the form.
 - o All portions of the form shall be completed prior to submittal, or the submittal may be returned unreviewed. Submittals may also be returned unreviewed if the O&M Manual Checklist form contains multiple error and/or omissions.
- j) Final O&M Manuals:
 - o The manuals shall not be consider final until the submittal has received an "Approved" review status, and the District has possession of 5 manuals.
 - o Final O&M manuals shall be submitted and accepted prior to the delivery of the respective equipment or system.
- k) Electronic Files:
 - o After the District has approved each O&M Manual, two copies of an electronic version shall be supplied in addition to the required number of hard copies.

- Electronic files shall be created in both searchable Portable Document Format (PDF) compatible with Adobe Acrobat Version 7.0 and Word format compatible with Microsoft Word 2007 or 2010. The security features of all submitted files shall be disabled so that the District can perform future editing. Custom-developed drawings included in the O&M manuals (i.e. loop diagrams, system interconnection diagrams, etc.) shall also be submitted electronically in both PDF and the native CAD file format for future editing of the drawings by the District. For AutoCAD files, the associated PDF files shall be saved such that all AutoCAD layering is preserved in the PDF file.
 - Electronic versions shall match the hard copy page for page with blank pages deleted. Electronic files shall be converted to PDF directly rather than using optical scanning.
 - All electronic files shall be supplied to the Project Manager on CD +/-R 700 MB CD or DVD +/-R4.7 GB DVD if the file is larger than 700 MB along with the approved O&M manuals.
- l) Maintenance Summary Forms
- Furnish a completed Maintenance Summary Form (see Appendix E for typical format) as part of the O&M Manual. Include all typical, routine, or preventive maintenance required to ensure satisfactory performance during warranty period and longevity of the equipment. Manufacturer's representative shall sign and date the form certifying accuracy of the information.
 - Briefly summarize each maintenance activity on the form. Specific references to more detailed maintenance information located elsewhere in the O&M manual may be placed in the "Comments" column. However, simply referencing other sections in the O&M manual without a brief description of the maintenance activity is not acceptable.
 - Information on the form shall be word-processed, or typewritten.
 - Maintenance Summary Forms shall be on 8-1/2 inch by 11-inch paper and may be as many pages as required to completely summarize the required maintenance. However, the order and format must be in accordance with the supplied form. The Maintenance Summary Forms will be provided in electronic format (MS Word) upon request.

9. Miscellaneous Requirements for Shop Equipment:

- a) The system will be traceable to the National Institute of Standards and Technology.
- b) The system must be installed without demolition of the existing floor.
- c) The electric and water piping shall be installed to avoid tripping hazards by installing the piping overhead high enough to avoid walking into the piping but low enough to not interfere with any electrical conduit or the overhead crane. The minimum clearance shall be 7.5 feet.
- d) Pricing must include onsite start-up and include onsite training, scale certification, and installation at the EBMUD Adeline facility. The bid must include any work on main electrical power supply / and components, main water supply / and components or any building modifications that may be necessary to install shop testing equipment.
- e) Vendor will be responsible for performing the following:
 - Vendor shall supply all necessary equipment and install a complete and fully operational system.
 - Vendor shall provide onsite training on all aspects of the Test Bench System.
 - Vendor will run plumbing supply line within 12 inches of existing supply line.
 - Vendor will anchor tanks to the foundation.
 - Vendor will run electrical and conduit within 36 inches of the 480V panel on the wall.
 - Vendor shall be responsible for getting all permits.
 - Vendor shall specify any required modifications to existing electrical, plumbing, and sewer systems necessary to install and operate the proposed benches.
- f) District forces will perform the following tasks in order to facilitate installation of the equipment:
 - Install a 480V panel, to be located on the east wall.
 - Perform final electrical tie-in for the 480v system.
 - Perform final tie-in for the plumbing supply.
 - Fill in the drainage pit (currently used for the existing large meter test bench) with concrete to grade.
 - Remove existing equipment.
- g) The meter testing equipment must be of the manufacturer's latest updated model design and latest version of software.

- h) During the mandatory site visit, the vendor shall be responsible for verifying that existing electrical, water, and sewer service is available and will satisfy the system requirements for all equipment and computers. The bidder shall submit a copy of the manufacturer's certified meter shop plan for the meter test benches with their bid. The plan shall include complete information regarding electrical service, plumbing service, sewer service, and foundation pad design. Bidder must note in writing any exceptions, additions, deletions or variations from the specifications as stated in this bid.
- i) Submit with the bid: catalog cuts for all instruments, equipment, and devices.

10. Technical Specifications for Assembly

- a) The manufacturer shall be responsible for assembly, installation supervision, training of the meter testing technicians, and for certifying the proper operation and installation of all equipment.
- b) The testing system shall be a component system that is fully assembled and tested before delivery to insure proper operation.
- c) The manufacturer shall be responsible for transportation of the equipment to the Oakland Meter Shop and for calibration and training.
- d) EBMUD shall not be responsible for the cost of travel for the manufacturer's staff.

11. Assembly/Setup/Testing/Training

- a) The bid shall include all equipment, hardware, assembly, setup, testing, and necessary training with the meter testing equipment to ensure full functionality of the equipment.
- b) Vendor's certified representative shall test the equipment in all modes of operation prior to startup.
- c) After completing the equipment start-up, the manufacturer's representative shall conduct a test and demonstration, to ensure that the equipment is operating properly and safely.
- d) Manufacturer's representative shall train Meter Shop staff onsite with instructions on operation, maintenance, and safety requirements of all testing equipment.
- e) All allowable costs associated with the assembly, setup, testing, and training of the meter testing equipment shall be included in the bid cost.

12. Final Acceptance

- a) After installation is complete, the manufacturer shall demonstrate repeatability of accuracy as detailed in this specification and compliance with testing practices according to the AWWA M6.
- b) Final acceptance of the meter testing equipment by EBMUD will occur upon satisfactory performance of test for a fully operational and functional system.
- c) EBMUD will make payments for all products, setup, and testing services after final acceptance by EBMUD. EBMUD will not make any payments prior to EBMUD's final acceptance.
- d) After final acceptance, the initial warranty period will begin.

13. Maintenance and Warranty

- a) Unit shall include a two-year comprehensive warranty against all defects in parts and material and workmanship. There shall be no separate pay for shipment or travel or installation of defective components.
- b) Warranty shall include two annual calibrations. No separate pay for travel or other per diem expenses.
- c) Annual maintenance agreement shall accompany bid, and will be awarded concurrently for maintenance after warranty period.
- d) A copy of the warranty policy for the meter testing equipment shall be furnished with the bid.
- e) After final acceptance of the meter testing equipment by EBMUD, the initial warranty period will begin.
- f) During the warranty period, if any parts or components fail or are defective, vendor shall repair or replace defective or unsatisfactory parts and equipment. Defective parts and complete assemblies are to be replaced free of charge with surface transportation allowed.

14. Additional Requirements

- a) No third-party responses will be accepted.
- b) Incomplete bids will not be accepted.
- c) Individual prices must be listed for each: large bench, medium bench, small bench, the recirculating system, computer equipment, software packages, truck mounted system, and the field test meter. The District retains the option to not purchase all items.

D. INSPECTION

The District will inspect material after its arrival at the delivery point. If the rejection rate of a sample of components is 10% or higher, all components will be rejected. Contractor is solely responsible for ensuring the material arrives at the District's ship-to location free of defects and manufactured in strict conformance with the specifications.

In the case that an item or lot is rejected, District Inspectors will provide Contractor and the EBMUD Purchasing Division with an Inspectors Job Report which will itemize the product deficiencies and required corrective action.

The District reserves the right-of-access to the Contractor's facility to verify conformance to this specification at the District's expense.

E. FAILURE TO MEET SPECIFICATIONS

In the event any shipment or shipments of a Contractor's product do not meet the specification or delivery requirements, the District may reject the shipment or shipments and, at its option, may purchase this material from any supplier on the open market who can meet the District's specification requirements or the District may demand immediate replacement by Contractor of the non-conforming product. Any costs over and above the original contract price will be charged back to the Contractor. In addition, Contractor shall bear the costs of removal and disposition for any delivery which fails to conform to the specifications.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFQ Issued	January 10, 2017
MANDATORY Site Walk	Schedule and conduct a site visit by January 26, 2017 by contacting Jeffrey Braun (510)287-0844 or jbraun@ebmud.com
Deadline For Submission of Questions	February 1, 2017
Response Due	February 15, 2017 by 1:30 p.m.
Anticipated Contract Start Date	March 1, 2017

Note: All dates are subject to change.

Bidders are responsible for reviewing <http://ebmud.com/business> for any published addenda. Hard copies of addenda will not be mailed out.

A. MANDATORY SITE WALK

Mandatory site walk/bid conference will be held to:

1. Allow the District to discuss the scope of the project.
2. Provide bidders an opportunity to view a site, receive documents, etc., necessary to respond to this RFQ.
3. Provide an opportunity for bidders to ask specific questions about the project and request RFQ clarifications.
4. Provide the District with an opportunity to receive feedback regarding the project and RFQ.

All questions deemed to be pertinent by the District will be addressed in an Addendum following the site walk/bid conference.

*****In order to be eligible to bid on this RFQ**, a representative from the bidder's company **MUST** attend site walk. If an RFQ response is submitted by a company that was not in attendance at this meeting, its RFQ response **WILL** be rejected*******

III. DISTRICT PROCEDURES, TERMS, AND CONDITIONS

A. RFQ ACCEPTANCE AND AWARD

1. RFQ responses will be evaluated to determine that they are responsive, responsible, and that they meet the specifications as stated in this RFQ.
2. The District reserves the right to award to a single or to multiple Contractors, dependent upon what provides the lowest overall cost to the District.
3. The District has the right to decline to award this contract or any part of it for any reason.
4. Any specifications, terms or conditions, issued by the District, or those included in the bidder's submission, in relation to this RFQ, may be incorporated into any PO or contract that may be awarded as a result of this RFQ.
5. Award of contract. The right is reserved to reject any or all proposals, to accept one part of a proposal and reject the other, unless the bidder stipulates to the contrary, and to waive technical defects, as the interest of the District may require. Award will be made or proposals rejected by the District as soon as possible after bids have been opened.

B. PRICING

1. All prices are to be F.O.B. destination. Any freight/delivery charges are to be included.
2. All prices quoted shall be in United States dollars.
3. Price quotes shall include any and all payment incentives available to the District.
4. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.
5. Prevailing Wages:

All Contractors bidding on a public works project and all Subcontractors of any tier shall be registered with the State Department of Industrial Relations pursuant to Section 1725.5 of the Labor Code.

The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code of the State of California.

Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2, and any amendments thereof of the Labor Code of the State of California, the Contractor and any subcontractor under him shall pay not less than the specified prevailing rate of wages to all workers employed in the execution of the contract.

The Contractor shall, as a penalty to the State or the District, forfeit Twenty-Five (\$25.00) Dollars for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for any work or craft in which such worker is employed under the contract by the Contractor or by any subcontractor under him. The difference between such stipulated prevailing wage rates and the amount paid to such worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. The provisions of Section 1776 of the Labor Code of the State of California shall be complied with by the Contractor. For all classes of work not specified herein, the minimum wage shall be that specified for general laborer.

The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of payment by him of any wage rate in excess of the

general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at his own expense.

The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the project.

C. PROTESTS

Protests must be in writing and must be received no later than seven (7) business days after the District issues the Notice of Intent to Award, which is sent to all entities who submitted a bid package. The District will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from bidders or potential bidders only.

If the protest is mailed and not received by the District, the protesting party bears the burden of proof to submit evidence (e.g., certified mail receipt) that the protest was sent in a timely manner so that it would be received by the District within the RFQ protest period.

Bid protests must contain a detailed and complete written statement describing the reason(s) for protest. The protest must include the name and/or number of the bid, the name of the firm protesting, and include a name, telephone number, email address and physical address of the protestor. If a firm is representing the protestor, they shall include their contact information in addition to that of the protesting firm.

Protests must be mailed or hand delivered to the Manager of Purchasing, East Bay Municipal Utility District, 375 Eleventh Street, Oakland, CA 94607 or P.O. Box 24055, Oakland, California 94623. Facsimile and electronic mail protests must be followed by a mailed or hand delivered identical copy of the protest and must arrive within the seven day time limit. Any bid protest filed with any other District office shall be forwarded immediately to the Manager of Purchasing.

The bid protester can appeal the determination to the requesting organization's Department Director. The appeal must be submitted to the Department Director no later than five working days from the date of receipt of the requesting organization's determination on the protest.

Such an appeal must be made in writing and must include all grounds for the appeal and copies of the original protest and the District's response. The bid protester must also send the Purchasing Division a copy of all materials sent to the Department Director. The Department Director will make a determination of the appeal and respond to the protester by certified mail in a timely manner. If the appeal is denied, the letter will

include the date, time, and location of the Board of Directors meeting at which staff will make a recommendation for award and inform the protester it may request to address the Board of Directors at that meeting.

The District may transmit copies of the protest and any attached documentation to all other parties who may be affected by the outcome of the protest. The decision of the District as to the validity of any protest is final. This District's final decision will be transmitted to all affected parties in a timely manner.

D. METHOD OF ORDERING

1. Written POs may be issued upon approval of written itemized quotations received from the Contractor.
2. POs and payments for products and/or services will be issued only in the name of Contractor.
3. Any and all change orders shall be in writing and agreed upon, in advance, by Contractor and the District.

E. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFQ, will be from project inception until District sign-off on project completion.
2. This Agreement may be terminated for convenience by the District provided the Contractor is given written notice of not less than 30 calendar days. Upon such termination, the District shall pay the Contractor the amount owing for the products ordered and satisfactorily received by the District. This shall be the sole and exclusive remedy to which the Contractor is properly entitled in the event of termination by the District.
3. This Agreement may be terminated for cause at any time, provided that the District notifies Contractor of impending action.

F. WARRANTY

1. Bidder expressly warrants that all goods and services to be furnished pursuant to any contract awarded it arising from the Bid will conform to the descriptions and specifications contained herein and in supplier catalogs, product brochures and other representations, depictions or models, and will be free from defects, of merchantable quality, good material, and workmanship. Bidder expressly warrants that all goods and services to be furnished pursuant to such award will be fit and sufficient for the purpose(s) intended. This warranty shall survive any

inspections, delivery, acceptance, payment, or contract termination for any reason, by the District. Bidder warrants that all work and services furnished hereunder shall be guaranteed for a period of two years from the date of acceptance by the District.

G. INVOICING

1. Payment will be made within thirty (30) days following receipt of a correct invoice and upon complete satisfactory receipt of product and/or performance of services.
2. The District shall notify Contractor of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District PO number, invoice number, remit to address, and itemized products and/or services description.
4. The District will pay Contractor in an amount not to exceed the total amount quoted in the RFQ response.

IV. RFQ RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. DISTRICT CONTACTS

All contact during the competitive process is to be through the contact listed on the first page of this RFQ. The following persons are only to be contacted for the purposes specified below.

TECHNICAL SPECIFICATIONS AND AFTER AWARD:

Attn: Jeffrey Braun, Meter Repair and Testing Supervisor
EBMUD-Meter Maintenance Division
E-Mail: jeffrey.braun@ebmud.com
PHONE: (510)-287-0844

CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office
PHONE: (510) 287-0114

B. SUBMITTAL OF RFQ RESPONSE

1. Responses must be submitted in accordance with Exhibit A – RFQ Response Packet, including all additional documentation stated in the “Required Documentation and Submittals” section of Exhibit A.
2. Late and/or unsealed responses will not be accepted.

3. RFQ responses submitted via electronic transmissions will not be accepted. Electronic transmissions include faxed RFQ responses or those sent by electronic mail ("e-mail").
4. RFQ responses will be received only at the address shown below, must be SEALED, and must be received at the District Purchasing Division by 1:30 p.m. on the due date specified in the Calendar of Events. Any RFQ response received after that time or date, or at a place other than the stated address cannot be considered and will be returned to the bidder unopened.

All RFQ responses must be received and time stamped at the stated address by the time designated. The Purchasing Division's timestamp shall be considered the official timepiece for the purpose of establishing the actual receipt of RFQ responses.

5. RFQ responses are to be addressed/delivered as follows:

Mailed:

Andrew Akelman, Manager of Purchasing
 East Bay Municipal Utility District
 WATER METER TESTING EQUIPMENT
 RFQ No. 1709
 EBMUD—Purchasing Division
 P.O. Box 24055
 Oakland, CA 94623

Hand Delivered or delivered by courier or package delivery service:

Andrew Akelman, Manager of Purchasing
 East Bay Municipal Utility District
 WATER METER TESTING EQUIPMENT
 RFQ No. 1709
 EBMUD—Purchasing Division
 375 Eleventh Street, First Floor
 Oakland, CA 94607

Bidder's name, return address, and the RFQ number and title must also appear on the mailing package.

6. All costs required for the preparation and submission of an RFQ response shall be borne by the bidder.
7. California Government Code Section 4552: In submitting an RFQ response to a public purchasing body, the bidder offers and agrees that if the RFQ response is accepted, it will assign to the purchasing body all rights, title, and interest in and

to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the RFQ response. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

8. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act.
9. The RFQ response shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the RFQ documents.
10. It is understood that the District reserves the right to reject any or all RFQ responses.
11. RFQ responses, in whole or in part, are NOT to be marked confidential or proprietary. The District may refuse to consider any RFQ response or part thereof so marked. RFQ responses submitted in response to this RFQ may be subject to public disclosure. The District shall not be liable in any way for disclosure of any such records.



EXHIBIT A

RFQ RESPONSE PACKET

RFQ No. 1709 – WATER METER TESTING EQUIPMENT

To: The EAST BAY MUNICIPAL UTILITY District (“District”)

From: _____
(Official Name of Bidder)

RFQ RESPONSE PACKET GUIDELINES

- **BIDDERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RFQ RESPONSE WITH ORIGINAL INK SIGNATURES, AND ONE (1) ELECTRONIC COPY (in PDF format on a CD or flash drive) CONTAINING THE FOLLOWING, IN THEIR ENTIRETY:**
 - **EXHIBIT A – RFQ RESPONSE PACKET, INCLUDING CONTRACT EQUITY PROGRAM FORMS AND ALL ADDITIONAL REQUIRED DOCUMENTATION AS DESCRIBED IN EXHIBIT A - “REQUIRED DOCUMENTATION AND SUBMITTALS”**
- **ALL PRICES AND NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN; NO ERASURES ARE PERMITTED; ERRORS MAY BE CROSSED OUT AND CORRECTIONS PRINTED IN INK OR TYPEWRITTEN ADJACENT, AND MUST BE INITIALED IN INK BY PERSON SIGNING THE RFQ RESPONSE.**
- **BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFQ RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFQ RESPONSE REJECTED IN TOTAL.**
- **IF BIDDERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFQ, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFQ RESPONSE PACKET. THE DISTRICT, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFQ RESPONSE DISQUALIFIED.**
- **BIDDERS SHALL NOT MODIFY DISTRICT LANGUAGE IN ANY PART OF THIS RFQ OR ITS EXHIBITS, NOR SHALL THEY QUALIFY THEIR RFQ RESPONSE.**



BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFQ documents, including, without limitation, the RFQ, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFQ documents of RFQ No. 1709.
3. The undersigned acknowledges acceptance of all addenda related to this RFQ. List Addenda for this RFQ on the lines below:

Addendum #	Date

4. The undersigned hereby certifies to the District that all representations, certifications, and statements made by the bidder, as set forth in this RFQ Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the bidder is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQ and associated RFQ documents.
6. It is the responsibility of each bidder to be familiar with all of the specifications, terms, and conditions and, if applicable, the site condition. By the submission of an RFQ response, the bidder certifies that if awarded a contract it will make no claim against the District based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: Contractors who do business with the District shall hold the District, its Directors, officers, agents, and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright, or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.

8. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFQ Response Packet, the bidder agrees to meet the minimum insurance requirements stated in the RFQ. This documentation must be provided to the District prior to execution of an agreement by the District, and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFQ.
9. The undersigned bidder hereby submits this RFQ response and binds itself on award to the District under this RFQ to execute in accordance with such award a contract and to furnish the bond or bonds and insurance required by the RFQ. The RFQ, subsequent Addenda, bidder's Response Packet, and any attachments, shall constitute the Contract, and all provisions thereof are hereby accepted.
10. The undersigned acknowledges **ONE** of the following (please check only one box)*:

- ☐ Bidder is not an SBE and is ineligible for any bid preference; **OR**
- ☐ Bidder is an SBE or DVBE as described in the Contract Equity Program (CEP) and Equal Employment Opportunity (EEO) Guidelines, is requesting a 5% bid preference, and has completed the Contract Equity Program and Equal Employment Opportunity forms at the hyperlink contained in the Contract Equity Program and Equal Opportunity section of this Exhibit A.

*If no box is checked, it will be assumed that the bidder is ineligible for bid preference and none will be given. For additional information on SBE bid preference, please refer to the Contract Equity Program and Equal Employment Opportunity Guidelines at the above referenced hyperlink.

Official Name of Bidder (exactly as it appears on Bidder's corporate seal and invoice): _____

Street Address Line 1: _____

Street Address Line 2: _____

City: _____ State: _____ Zip Code: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

- | | |
|--|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> Other: _____ | |

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Department of Industrial Relations (DIR) Registration Number: _____

Primary Contact Information:

Name / Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Street Address Line 1: _____

City: _____ State: _____ Zip Code: _____

SIGNATURE: _____

Name and Title of Signer (printed): _____

Dated this _____ day of _____ 20_____



BID FORM

Cost shall be submitted on this Bid Form as is. The prices quoted shall not include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by the District to the contractor, if licensed to collect, or otherwise directly to the State.

No alterations or changes of any kind to the Bid Form(s) are permitted. RFQ responses that do not comply may be subject to rejection in total. The cost quoted below shall be the cost the District will pay for the term of any contract that is a result of this RFQ process.

Quantities listed herein are annual estimates based on past usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
The Large-Sized Meter Bench	each	1	\$	\$
Medium Sized Meter Benches	each	1	\$	\$
Small Sized Meter Benches	each	1	\$	\$
Recirculation system	each	1	\$	\$
Computer Software/Hardware	as described		\$	\$
Truck Mounted Test System	each	1	\$	\$
Field Test Meter	each	1	\$	\$
Extended Warranty	year	1	\$	\$
TOTAL COST				\$



REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – RFQ Response Packet. Bidders shall submit all documentation, in the order listed below, and clearly label each section of the RFQ response with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.).

1. **Description of the Proposed Equipment/System & Cut Sheet:** RFQ response shall include a description of the proposed equipment/system, as it will be finally configured during the term of the contract. The description shall specify how the proposed equipment/system will meet or exceed the requirements of the District. The description shall include any disadvantages or limitations that the District should be aware of in evaluating the RFQ response. Finally, the description shall include a full cut sheet and describe all product warranties provided by bidder.
2. **Implementation Plan and Schedule:** The RFQ response shall include an implementation plan and schedule. The plan for implementing the proposed equipment/system and services shall include an Acceptance Test Plan. In addition, the plan shall include a detailed schedule indicating how the bidder will ensure adherence to the timetables for the final equipment/system and/or services.
3. **Sustainability Statement:** Contractors shall submit a statement regarding any sustainable or environmental initiatives or practices that they or their suppliers engage in. This information can be in relation to the specific products procured under this RFQ or in relation to the manufacture, delivery, or office practices of your firm which relate to the provision of these products.
4. **References:**
 - (a) Bidders must use the templates in the “References” section of this Exhibit A – RFQ Response Packet to provide references.
 - (b) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.
 - Bidders must verify the contact information for all references provided is current and valid.
 - Bidders are strongly encouraged to notify all references that the District may be contacting them to obtain a reference.
 - (c) The District may contact some or all of the references provided in order to determine Bidder’s performance record on work similar to that described in this RFQ. The District reserves the right to contact references other than those provided in the RFQ response.

5. **Exceptions, Clarifications, Amendments:**

- (a) The RFQ response shall include a separate section calling out all clarifications, exceptions, and amendments, if any, to the RFQ and associated RFQ documents, which shall be submitted with Bidder's RFQ response using the template in the "Exceptions, Clarifications, Amendments" section of this Exhibit A – RFQ Response Packet.
- (b) **THE DISTRICT IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFQ RESPONSE DISQUALIFICATION.**

6. **Contract Equity Program:**

- (a) Every bidder must fill out, sign, and submit the appropriate sections of the Contract Equity Program and Equal Employment Opportunity documents located at the hyperlink contained in the last page of this Exhibit A. Special attention should be given to completing Form P-25, "Contractor Employment Data and Certification". Any bidder needing assistance in completing these forms should contact the District's Contract Equity Office at (510) 287-0114 prior to submitting an RFQ response.



REFERENCES

RFQ No. 1709 – WATER METER TESTING EQUIPMENT

Bidder Name: _____

Bidder must provide a minimum of five (5) references.

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	



EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

RFQ No. 1709- WATER METER TESTING EQUIPMENT

Bidder Name: _____

List below requests for clarifications, exceptions, and amendments, if any, to the RFQ and associated RFQ Documents, and submit with bidder's RFQ response. **The District is under no obligation to accept any exceptions and such exceptions may be a basis for RFQ response disqualification.**

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	<i>Bidder takes exception to...</i>

*Print additional pages as necessary



CONTRACT EQUITY PROGRAM & EQUAL EMPLOYMENT OPPORTUNITY

The District's Board of Directors adopted the Contract Equity Program (CEP) to enhance equal opportunities for business owners of all races, ethnicities, and genders who are interested in doing business with the District. The program has contracting objectives, serving as the minimum level of expected contract participation for the three availability groups: white-men owned businesses, white-women owned businesses, and ethnic minority owned businesses. The contracting objectives apply to all contracts that are determined to have subcontracting opportunities, and to all contractors regardless of their race, gender or ethnicity.

All Contractors and their subcontractors performing work for the District must be Equal Employment Opportunity (EEO) employers, and shall be bound by all laws prohibiting discrimination in employment. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender including gender identity or expression, age, marital or domestic partnership status, mental disability, physical disability (including HIV and AIDS), medical condition (including genetic characteristics or cancer), genetic information, or sexual orientation.

Contractor and its subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin in the performance of this contract. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

All Contractors shall include the nondiscrimination provisions above in all subcontracts.

Please include the required completed forms with your bid.

Non-compliance with the Guidelines may deem a bid non-responsive, and therefore, ineligible for contract award. Your firm is responsible for:

- 1) Reading and understanding the CEP guidelines.
- 2) Filling out and submitting with your bid the appropriate forms.

The CEP guidelines and forms can be found at the following direct link:

[Contract Equity Program Guidelines and Forms](#)

The CEP guidelines and forms can also be downloaded from the District website at the following link:

<http://ebmud.com/business-center/contract-equity-program/>

If you have questions regarding the Contract Equity Program please call (510) 287-0114.



EXHIBIT B

INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – RFQ Response Packet, the bidder agrees to meet the minimum insurance requirements stated in the RFQ. This documentation must be provided to the District, prior to award.

The following are the minimum insurance limits, required by the District, to be held by the Contractor performing on this RFQ:

INDEMNIFICATION AND INSURANCE

A. Indemnification

CONTRACTOR expressly agrees to defend, indemnify, and hold harmless the District and its Directors, officers, agents, and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from CONTRACTOR's, its associates', employees', subcontractors', or other agents' negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.

B. Insurance Requirements

CONTRACTOR shall take out and maintain during the life of the Agreement all the insurance required in this section, and if requested shall submit certificates for review and approval by the District. The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence work until such insurance has been approved by the District. The certificates shall be on forms approved by the District. Acceptance of the certificates shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease the liability of CONTRACTOR. The District reserves the right to require CONTRACTOR to provide insurance policies for review by the District.

C. Workers Compensation Insurance

CONTRACTOR shall take out and maintain during the life of the Agreement Workers Compensation Insurance for all of its employees on the project. In lieu of evidence of Workers Compensation Insurance, the District will accept a Self-Insured Certificate from the State of California. CONTRACTOR shall require any subcontractor to provide it with evidence of Workers Compensation Insurance.

D. Commercial General Liability Insurance

CONTRACTOR shall take out and maintain during the life of the Agreement Automobile and General Liability Insurance that provides protection from claims which may arise from

operations or performance under this Agreement. If CONTRACTOR elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, CONTRACTOR is required to notify the District immediately. Any request to self-insure must first be approved by the District before the changed terms are accepted. CONTRACTOR shall require any subcontractor to provide evidence of liability insurance coverages.

The amounts of insurance shall be not less than the following:

\$2,000,000/Occurrence, Bodily Injury, Property Damage -- Automobile.

\$2,000,000/Occurrence, Bodily Injury, Property Damage -- General Liability.

The following coverages or endorsements must be included in the policy(ies):

1. The District, its Directors, officers, and employees are Additional Insureds in the policy(ies) as to the work being performed under the contract.
2. The coverage is *Primary and non-contributory* to any other applicable insurance carried by the District.
3. The policy(ies) covers *contractual liability*.
4. The policy(ies) is written on an *occurrence* basis.
5. The policy(ies) covers the District's Property in Consultant's care, custody, and control.
6. The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) covers explosion, collapse, and underground hazards.
8. The policy(ies) covers *products and completed operations*.
9. The policy(ies) covers the use of *owned, non-owned* and hired automobiles.
10. The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Consultant's performance under this agreement.
11. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to East Bay Municipal Utility District at the address above.

GENERAL REQUIREMENTS**CONTENTS**

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1. DEFINITIONS

The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.

- a. **"Change Order"** A Change Order is a written instrument used for modifying the contract with regards to the scope of Work, contract sum, and/or Contract Time. An approved Change Order is a Change Order signed by the District. An executed Change Order is a Change Order signed by both the District and the Contractor.

- b. **“Contract”** means the agreement between the District and Contractor as memorialized in the Contract Documents.
- c. **“Business Entity”** means any individual, business, partnership, joint venture, corporation, sole proprietorship, or other private legal entity recognized by statute.
- d. **“Buyer”** means the District’s authorized contracting official.
- e. **“Contract Documents”** comprise the entire agreement between the District and the Contractor and can include the District’s contract form if used, any purchase order, RFP, RFQ or Contractor response packet, and any addenda, appendices and District approved changes or amendments. The Contract Documents are intended to be complementary and include all items necessary for the Contractor’s proper execution and completion of the Work. Any part of the Work not shown or mentioned in the Contract Documents that is reasonably implied, or is necessary or usual for proper performance of the Work, shall be provided by the Contractor at its expense.
- f. **“Contractor”** means the Business Entity with whom the District enters into a contractual agreement. Contractor shall be synonymous with “supplier”, “vendor”, “consultant” or other similar term.
- g. **“Day”** unless otherwise specified, days are calendar days, measured from midnight to the next midnight.
- h. **“District”** means the East Bay Municipal Utility District, its employees acting within the scope of their authority, and its authorized representatives.
- i. **“Goods”** means off the shelf software and all types of tangible personal property, including but not limited to materials, supplies, and equipment.
- j. **“Project Manager”** shall be the District designated individual responsible for administering and interpreting the terms and conditions of the Contract Documents, for matters relating to the Contractor’s performance under the Contract with the District, and for liaison and coordination between the District and Contractor.
- k. **“Work”** means all labor, tasks, materials, supplies, and equipment required to properly fulfill the Contractor’s obligations as required in the Contract Documents.
- l. **“Work Day”** Unless otherwise specified, work day includes all days of the year except Saturdays, Sundays and District holidays.

2. BOND

- a. When required in the District’s bid or proposal solicitation documents, the Contractor to whom award is made shall furnish a good and approved faithful performance bond and/or payment bond within ten business days after receiving the forms for execution.
- b. The bonds shall be executed by a sufficient, admitted surety insurer (i.e.: as listed on website [http://interactive.web.insurance.ca.gov/webuser/idb_co_list\\$.startup](http://interactive.web.insurance.ca.gov/webuser/idb_co_list$.startup)) admitted to transact such business in California by the California Department of Insurance. After acceptance of the bond(s) by the District, a copy of the bond(s) will be

returned to the Contractor.

- c. If, during the continuance of the Contract, any of the sureties, in the opinion of the District, are or become irresponsible, the District may require other or additional sureties, which the Contractor shall furnish to the satisfaction of the District within ten days after notice. If the Contractor fails to provide satisfactory sureties within the ten-day period, the Contract may be terminated for cause under Article 18.

3. CONTRACTOR'S FINANCIAL OBLIGATION

The Contractor shall promptly make payments to all persons supplying labor and materials used in the execution of the contract.

4. SAMPLES OR SPECIMENS

The Contractor shall submit samples or prepare test specimens of such materials to be furnished or used in the work as the Project Manager may require.

5. MATERIAL AND WORKMANSHIP

- a. All goods and materials must be new and of the specified quality and equal to approved sample, if samples have been required. In the event any goods or materials furnished or services provided by the Contractor in the performance of the Contract fail to conform to the requirements, or to the sample submitted by the Contractor, the District may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the District, and immediately replace all such rejected items with others conforming to the Contract. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from these specifications or the drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the work. The Project Manager may, by appropriate instructions, correct errors and supply omissions, which instructions shall be binding upon the Contractor as though contained in the original Contract Documents.
- b. All materials furnished and all Work must be satisfactory to the Project Manager. Work, material, or machinery not in accordance with the Contract Documents, in the opinion of the Project Manager, shall be made to conform.

6. DEFECTIVE WORK

The Contractor shall replace at its own expense any part of the work that has been improperly executed, as determined by the Project Manager. If Contractor refuses or neglects to replace such defective work, it may be replaced by the District at the expense of the Contractor, and its sureties shall be liable therefor.

7. WARRANTY OF TITLE

Contractor shall warrant to the District, its successors and assigns, that the title to the materials, supplies or equipment covered by the Contract, when delivered to the District or to its successors or assigns, is free from all liens and encumbrances.

8. WARRANTY OF FITNESS

Contractor hereby warrants that all materials furnished shall meet the requirements and conditions of the Contract Documents; shall be fit for the purposes intended and fulfill its design functions; be free of all patent and latent defects in design, materials and workmanship; and perform satisfactorily. It is understood and agreed that by acceptance of this warranty and the acceptance of the materials or supplies to be manufactured or assembled pursuant to these specifications, the District does not waive any warranty either expressed or implied in Sections 2312 to 2317, inclusive, of the Commercial Code of the State of California or any products liability of the Contractor as determined by any applicable decision of a court of the State of California or of the United States.

9. SAFETY AND ACCIDENT PREVENTION

In performing work under the Contract on District premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the District may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract or Contractor's right to precede in accordance with the default provisions of the Contract Documents.

10. CHARACTER OF WORKFORCE

The Contractor shall employ none but skilled competent qualified personnel to perform the Work, and shall maintain discipline and order in the conduct of the Work at all times.

11. PREVAILING WAGES & DIR REGISTRATION

- a. Please see www.dir.ca.gov for further information regarding the below.
- b. All Contractors and Subcontractors of any tier bidding on, or offering to performing work on a public works project shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.5 of the Labor Code. No bid will be accepted nor any contract entered into without proof of the Contractor and Subcontractors' current registration with the DIR (LC § 1771.1).
- c. All public works projects awarded after January 1, 2015, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all Contractors are required post job site notices, "as prescribed by regulation" (LC § 1771.4).
- d. To the extent applicable, pursuant to Section 1773 of the Labor Code, the District has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. Pursuant to Section 1773.2 of the Labor Code, a copy of the prevailing wage rates is on file with the District and available for inspection by any interested party at www.dir.ca.gov.
- e. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type

of worker employed on the Work.

- f. The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.
- g. Pursuant to Section 1774 of the Labor Code, the Contractor and any of its Subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- h. As set forth with more specificity in Section 1773.1 of the Labor Code, "per diem" wages include employer payments for health and welfare, pension, vacation, travel, subsistence and, in certain instances, apprenticeship or other training programs, and shall be paid at the rate and in the amount spelled out in the pertinent prevailing wage determinations issued by the Director of Industrial Relations.
- i. The Contractor shall, as a penalty to the State or the District, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
- j. The specified wage rates are minimum rates only and the District will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of its payment of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at its own expense.
- k. General prevailing wage determinations have expiration dates with either a single asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Contract Sum will be made for the Contractor's payment of these predetermined wage modifications.

12. PAYROLL RECORDS & ELECTRONIC SUBMISSION

- a. The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll records shall be on the forms provided by the DIR or contain the same information required on the Department's form.

- b. The Contractor shall submit for each week in which any contract Work is performed a copy of all payroll records to the Engineer. The Contractor shall be responsible for submission of copies of payroll records of all Subcontractors.
- c. The Contractor or Subcontractor shall certify the payroll records as shown on the DIR form. In addition, the records shall be accompanied by a statement signed by the Contractor or Subcontractor certifying that the classifications truly reflect the Work performed and that the wage rates are not less than those required to be paid.
- d. For public works projects awarded on or after April 1, 2015, or that are still ongoing after April 1, 2016, no matter when awarded, each Contractor and Subcontractor shall furnish the certified payroll related records as more specifically described above and in Labor Code section 1776 directly to the Labor Commissioner (see LC § 1771.4). These records shall be provided to the Labor Commissioner at least monthly or more frequently if required by the terms of the Contract. For exception on projects covered by collective bargaining agreements like a PLA, please see Labor Code section 1771.4.
- e. In the event of noncompliance with the requirements of Section 1776 of the Labor Code, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with said Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1776 of the Labor Code for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- f. The Contractor and every Subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnodeb.html>.

13. HOURS OF LABOR

Pursuant to the provisions of Sections 1810, et seq. of the Labor Code and any amendments thereof:

- a. Eight hours of labor constitutes a legal day's Work under the contract.
- b. The time of service of any worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week except as provided in Article 13.iv below.
- c. The Contractor shall, as a penalty to the State or the District, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed in the execution of the contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week in violation of this Article and the provisions of Labor Code, Sections 1810, et seq.
- d. Work performed by employees of the Contractor in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all

hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

- e. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Standards Enforcement of the State of California.

14. EMPLOYMENT OF APPRENTICES

- a. In the performance of the contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof.
- b. In the event the Contractor or any Subcontractor willfully fails to comply with the aforesaid section, such Contractor or Subcontractor shall be subject to the penalties for noncompliance in Labor Code, Section 1777.7.

15. CHANGES

- a. Changes in the Work can only be made in writing signed by an authorized employee of the District. If the change causes an increase or decrease in the contract sum, or a change in the time for performance under the Contract, an adjustment may be made as determined by the Project Manager.
- b. The District reserves the right to make changes in the design of materials, equipment, or machinery, to make alterations or additions to or deviations or subtractions from the Contract and any specifications and drawings, to increase or decrease the required quantity of any item or portion of the Work or to omit any item or portion of the Work, as may be deemed by the Project Manager to be necessary or advisable and to order such extra work as may be determined by the Project Manager to be required for the proper execution and completion of the whole Work contemplated. Any such changes will be ordered in writing by the Project Manager. The determination of the Project Manager on all questions relating to changes, including extra work, shall be conclusive and binding.
- c. Prior to issuing an amendment or change to the Contract, the Project Manager may request that the Contractor submit a proposal covering the changes. Within 10 business days of receiving the request, the Contractor shall submit its proposal to the Project Manager of all costs associated with the proposed amendment or change and any request for an extension of Contract time. Contractor's proposal shall include detailed estimates with cost breakdowns, including labor, material, equipment, overhead, and profit. Labor shall be broken down into hours and rate per hour. If applicable, the proposal shall include a breakdown for off-site labor (including factory labor, engineering, etc.). The Contractor's proposal shall include an analysis of schedule impact when the Contractor is requesting an adjustment in contract time. The Contractor shall be responsible for any delay associated with its failure to submit its change proposal within the time specified. If the Project Manager decides not to issue an amendment or change after requesting a proposal from the Contractor, the Contractor will be notified in writing. The Contractor is not entitled to reimbursement for Change Order

preparation costs if the Contractor's proposal is not accepted by the Project Manager.

- d. If the Contractor agrees with the terms and conditions of the approved Change Order, the Contractor shall indicate its acceptance by signing the original copy and returning it to the Project Manager within 10 Work Days after receipt or with reasonable promptness and in such sequence as to not delay the Work or activities of the District or of separate contractors, whichever is sooner. If notice of any change is required to be given to a surety by the provisions of any bond, the Contractor shall provide notice and the amount of each applicable bond shall be adjusted separately. Payment in accordance with the terms and conditions set forth in the executed Change Order shall constitute full compensation for all Work included in the Change Order and the District will be released from any and all claims for direct, indirect, and impact expenses and additional time impact resulting from the Work. If the Contractor disagrees with the terms and conditions of the approved Change Order, the Contractor shall indicate specific areas of disagreement and return the approved Change Order to the Project Manager with a detailed written dispute. No payment will be made on the disputed work until the approved Change Order is returned to the Project Manager. However, whether or not the Contractor agrees with the terms and conditions of an approved Change Order, the Contractor shall immediately revise its sequence of operations as required to facilitate timely completion of the changed work and shall proceed with the revised work sequence.
- e. The Project Manager may, after having received a written cost quotation from the Contractor, order the Contractor, in writing, to proceed with the work prior to issuance of an approved Change Order through a change directive. The change directive will authorize the Contractor to proceed with the work subject to the cost quotation submitted by the Contractor. Within five days following receipt of the change directive, the Contractor shall submit a detailed change proposal documenting the amount of compensation. The Project Manager will review the change proposal and, at its option, will either issue an approved Change Order for the work or direct the Contractor to perform the work through Force Account. Until the method of compensation is determined and the approved Change Order is received, the Contractor shall keep full and complete time and material records of the cost of the ordered work and shall permit the Project Manager to have access to such records. An approved Change Order shall supersede any previously issued written change directive covering the same Work.

16. EFFECT OF EXTENSIONS OF TIME

The granting, or acceptance, of extensions of time to complete the Work or furnish the labor, supplies, materials or equipment, or any one of the aforementioned, will not operate as a release of Contractor or the surety on Contractor's faithful performance bond.

17. DELAYS

- a. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. When the Contractor foresees a delay event, and upon the occurrence of a delay event, the Contractor shall immediately notify the Project Manager of the probability or the actual occurrence of a delay, and its cause. With respect to all delays (compensable, excusable or inexcusable), the Contractor shall reschedule the Work and revise its operations, to the extent possible, to mitigate the effects of the delay. Within 15 days from the beginning of a delay the Contractor shall provide the Project Manager with a

detailed written description of the delay, its cause, its impact and the Contractor's mitigation plans. Failure to provide the notification required above waives the Contractor's right to any additional time or compensation resulting from the delay for whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manager's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but an extension of time, whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

- b. For inexcusable delays (delays caused by circumstances within the Contractor's control, the control of its subcontractors or supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the inexcusable delay.
- c. For excusable delays (delays to completion of the Work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the District, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures).
- d. For compensable delays (delays to completion of the Work within the time limits set forth in the Contract Documents that could not be avoided by Contractor mitigation, caused directly and solely by the District or by causes within the exclusive control of the District, and which were not concurrent with any other type of delay) the Project Manager will grant the Contractor an extension of the time to perform under the Contract and compensation in an amount that represents the Contractor's actual direct costs incurred as a direct result of the compensable delay. The Contractor may recover its direct costs only and may not recover (and waives) all other types of indirect, consequential, special and incidental damages.
- e. For concurrent delays (two or more independent causes of delay directly preventing the Contractor from completing the Work within the time limits set forth in the Contract Documents where the delays occur at the same time during all or a portion of the delay period being considered, and where each of the delays would have caused delay to the Contractor even in the absence of any of the other delays, and none of the delays could have been avoided by Contractor mitigations) the following rules apply:
 - i. One or more of the concurrent delays are excusable or compensable, then the period of concurrent delay will be treated as an excusable delay; and
 - ii. All of the concurrent delays are inexcusable, then the period of concurrent delay will be inexcusable.

18. TERMINATION

- a. Termination by the District for Cause:

- i. District may terminate the Contractor's right to proceed under the Contract, in whole or in part, for cause at any time after the occurrence of any of the following events, each of which constitutes a default:
 - 1. The Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
 - 2. The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
 - 3. A receiver is appointed to take charge of the Contractor's property.
 - 4. The Contractor fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
 - 5. The Contractor fails to make progress so as to endanger performance of the Work within the contractually required time.
 - 6. The Contractor disregards legal requirements of agencies having jurisdiction over the Work, the Contractor, or the District.
 - 7. The Contractor fails to provide the District with a written plan to cure a District identified default within five business days after the District's request for a plan to cure; the District does not accept the Contractor's plan for curing its default; or the Contractor does not fully carry out an accepted plan to cure.
 - 8. The Contractor abandons the Work. Abandonment is conclusively presumed when the District requests a written plan to cure a default and the Contractor does not submit the plan within five business days of the District's request.
 - 9. The Contractor materially fails to meet its obligations in accordance with the Contract Documents.
 - 10. The Contractor is in default of any other material obligation under the Contract Documents.
- ii. If any of the above events occur, the District may, in its discretion, require that the Contractor submit a written plan to cure its default, which plan must be provided to the District within 5 business days of the request and must include a realistic, executable plan for curing the noted defaults.

- iii. Upon any of the occurrences referred to in Article 18.a.i. above, the District may, at its election and by notice to the Contractor, terminate the Contract in whole or in part; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the District may deem expedient. If requested by the District, the Contractor shall remove any part or all of the Contractor's materials, supplies, equipment, tools, and machinery from the site of the Work within seven days of such request; and, if the Contractor fails to do so, the District may remove or store, and after 90 days sell, any of the same at the Contractor's expense.
- iv. No termination or action taken by the District after termination shall prejudice any other rights or remedies of the District provided by law or by the Contract Documents.
- v. Conversion: If, after termination for other than convenience, it is determined that the Contractor was not in default or material breach, or that the default or material breach was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience pursuant to Article 18.b. below.

b. Termination by the District for Convenience:

- i. The District may, at its option, and for its convenience, terminate the Contract at any time by giving written notice to the Contractor specifying the effective date of termination. Upon such termination, the Contractor agrees to comply with the notice and further agrees to waive any claims for damages, including loss of anticipated profits, on account of the termination; and, as the sole right and remedy of the Contractor, the District shall pay the Contractor as set forth below.
- ii. Upon receipt of a notice of termination for convenience, the Contractor shall, unless the notice directs otherwise, do the following:
 - 1. Immediately discontinue its performance of the Contract to the extent specified in the notice.
 - 2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of a portion of the Work that is not discontinued or that is necessary for an orderly cessation of the Work.
 - 3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
 - 4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials,

plants, and equipment in transit to or on the site of performance.

- iii. Upon such termination for convenience, the District will pay to the Contractor the sum of the following:
 - 1. The amount of the contract sum allocable to the portion of the Work properly performed by the Contractor as of the effective date of termination, less sums previously paid to the Contractor.
 - 2. Previously unpaid costs of any items delivered to the project site that were already fabricated for subsequent incorporation into the Work.
 - 3. Any proven losses with respect to materials and equipment directly resulting from the termination.
 - 4. Reasonable demobilization costs.
- iv. The above reimbursement is the sole and exclusive remedy to which the Contractor is entitled in the event the contract is terminated for convenience; and the Contractor expressly waives any other claims, damages, demands, compensation or recovery related to this contract or project. The Contractor agrees to sign a general release incorporating this waiver.
- c. Effect of Termination: Upon termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to the Contractor's obligations under Article 18.b.ii, as to bona fide obligations assumed by the Contractor prior to the date of termination.
- d. Force Majeure: If the contract is suspended or terminated by the District because Contractor's performance is prevented or delayed by an event including an irresistible, superhuman cause, or by the act of public enemies of the State of California or of the United States ("Force Majeure"), the Contractor will be paid for Work performed prior to the Force Majeure event at either (i) the unit prices named in the Contract; or (ii) in the event no unit prices are named, a sum equal to the percentage of the total contract amount that matches the percentage of the total contract Work performed prior to the Force Majeure event.

19. DAMAGES

All losses or damages to material or equipment to be furnished pursuant to the Contract Documents occurring prior to receipt and final acceptance of the Work shall be sustained by the Contractor. The Contractor shall sustain all losses arising from unforeseen obstructions or difficulties, either natural or artificial, encountered in the prosecution of the Work, or from any action of the elements prior to final acceptance of the work, or from an act or omission on the part of the Contractor not authorized by the Contract Documents.

20. ORDER OF PRECEDENCE

- a. In the case of conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence is as follows. Within the same order of precedence, specific requirements shall take precedence over general requirements.
 - i. Approved Change Orders.
 - ii. Addenda.
 - iii. RFQ or RFP.
 - iv. Referenced Standard Specifications and Drawings.
 - v. Contractor's Response Packet
- b. With reference to drawings:
 - i. Numerical dimensions govern over scaled dimensions.
 - ii. Detailed drawings govern over general drawings.
 - iii. Addenda/Change Order drawings govern over contract drawings.
 - iv. Contract drawings govern over standard drawings.
 - v. Notes apply only to the drawing where the notes appear, unless classified as "typical" or intended to apply elsewhere in which case they apply to all drawings where the conditions or circumstance noted occurs.
 - vi. Typical details apply to all drawings unless a specific different detail is shown

21. INDEMNIFICATION/RESPONSIBILITY

- a. Contractor shall indemnify, keep and save harmless the District and each of its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:
 - i. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance or implementation of this Contract; or
 - ii. Any allegation that materials or services developed, provided or used for this Contract infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.
- b. Contractor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the District or any of the other agencies or individuals enumerated above in any such action, Contractor shall, at its expense, satisfy and discharge the same.

c. This indemnification shall survive termination or expiration of the Contract.

22. PROHIBITION OF ASSIGNMENT

The Contractor shall not assign, transfer, or otherwise dispose of any of its rights, duties or obligations under this Contract.

23. NEWS RELEASES

The Contractor, its employees, subcontractors, and agents shall not refer to the District, or use any logos, images, or photographs of the District for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the District's prior written consent. Such written consent shall not be required for the inclusion of the District's name on a customer list.

24. TRANSFER OF INTEREST

Contractor shall not assign, transfer or otherwise substitute its interest in the Contract or any of the contract obligations without prior written consent from the District.

25. SEVERABILITY

Should any part of the Contract be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of the Contract, which shall continue in full force and effect, provided that the remainder of the Contract can be interpreted to give effect to the intentions of the parties.

26. COVENANT AGAINST GRATUITIES

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the District with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the District shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

27. RIGHTS AND REMEDIES OF THE DISTRICT

The rights and remedies of the District provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

28. WAIVER OF RIGHTS

Any action or inaction by the District or the failure of the District on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the District of its rights and shall not prevent the District from enforcing such provision or right on any future

occasion. Rights and remedies are cumulative and are in addition to any other rights or remedies that the District may have at law or in equity.

29. CONFIDENTIALITY

Contractor agrees to maintain in confidence and not disclose to any person or entity, without the District's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of the District. Contractor further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by Contractor during the term of the Contract. The covenants contained in this paragraph shall survive the termination of this Contract for whatever cause.

EXHIBIT D

O&M MANUAL REVIEW CHECKLIST (Manufacturer's Representative to complete one form per submittal)

SPEC. SECTION TITLE & NO:	
MFR Name, Address, Phone:	
Local Rep Name, Address, Phone:	

GENERAL FORMAT			
DESCRIPTION	PROVIDED?		COMMENTS
	YES	NO	
Specified copies provided			
Binder cover clearly labeled			
Spine Label			
System/Equipment type clearly identified			
District facility or facilities name(s) identified			
Specification number & title shown			
Title page provided			
Equipment tag numbers correctly shown			
Manufacturer's name, address, phone number provided			
Local Representative's name, address, phone number provided			
Table of contents provided			
Heavy section dividers w/ numbered or lettered plastic tabs provided			
Pages punched for 3-ring binder			
Info larger than 8-1/2 x 11 folded showing title block			
Original quality copies provided			

TECHNICAL CONTENT				
DESCRIPTION	LOCATION IN O&M			COMMENTS
	TAB#	PAGES	N/A	
Equipment Descriptions				
• Equipment names, model numbers & tag numbers				
• Equipment & major component functions				
• Drawings, diagrams & illustrations				
• Equipment Specification				
• Bill of materials				
• Legend, Abbreviation, and Acronym List				
Performance Information				
• Nameplate data				
• Performance test data/curves				

TECHNICAL CONTENT				
DESCRIPTION	LOCATION IN O&M			COMMENTS
	TAB#	PAGES	N/A	
Installation Instructions				
• Installation procedures & drawings				
• Equipment tolerances				
• Adjustment procedures				
Operating Instructions				
• Startup procedures				
• Normal & routine operations				
• Control functions				
• Alarms description and settings				
• Shutdown procedures				
• Emergency operations				
Electrical Information				
• Nameplate data				
• Relay, control, alarm contact settings				
• Motor test data				
Electrical Drawings				
• Single-line diagrams, three-line diagrams				
• Interconnection wiring diagram				
• Schematic and elementary diagrams				
• Panel layout drawings				
Instrumentation & Control				
• Control diagrams				
• Panel layout drawings				
• Instrument data sheets (specification forms)				
• Calibration Procedures				
• Final settings for adjustable control devices				
• Block diagrams and riser diagrams				
• Loop diagrams				
• Pneumatic/Hydraulic piping drawings				
• Hard copy printouts of control programs				
• Field calibration data sheets				
• Programming software (licensed to EBMUD) with user manuals				
Shipping and Storage Instructions				
Testing				
• Factory Test Report (procedures and results)				
• Field Test Procedures				
• Manufacturer's Certificate of Proper Installation (where specified)				
• Field Test Results				
Troubleshooting guide				

TECHNICAL CONTENT				
DESCRIPTION	LOCATION IN O&M			COMMENTS
	TAB#	PAGES	N/A	
Safety				
• Safety procedures/Lockout discussion				
• CAUTION, WARNING, DANGER text				
• Material Safety Data Sheets (MSDS)				
• Special safety equipment				
Preventive Maintenance				
Maintenance Summary Forms				
Lubrication Information				
• Location of lube points & frequency				
• Recommended type & grade, state specific MFR				
• Recommended viscosity & temperature range				
Overhaul Instructions				
• Detailed assembly drawings w/OEM part numbers				
• Tear down/rebuild instructions				
Spare Parts for Equipment & Components				
• Predicted life of parts subject to wear or aging				
• Recommended spare parts list w/ part numbers				
• Complete instructions for obtaining parts				
• Long-term storage requirements				
• Special tools				
Long-term Shutdown/Lay-up Instructions				
Warranty/Guarantee				

EXHIBIT E

TYPICAL MAINTENANCE SUMMARY FORM

(Use as many pages as necessary. MS Word file available upon request)

1. Equipment Name: _____

2. Manufacturer: _____

3. Identification Numbers:

Tag: _____

Model: _____

Serial: _____

4. Nameplate Data (HP, voltage, speed, flow rate, head, etc.): _____

5. Manufacturer's Local Representative:

Name: _____

Telephone: _____

Address: _____

6. LUBRICANT LIST

<u>Reference Symbol</u> List symbols used in Item 8 below	<u>Lubricant Description</u> List equivalent lubricants: brand name(s), type, grade, viscosity, etc.

7. SPARE PARTS (Recommendation spare parts with part numbers; if any.)

8. Equipment Replacement Cost [\$] _____

9. MAINTENANCE REQUIREMENTS

<u>Maintenance Task</u> Briefly list each required preventive maintenance activity	<u>Frequency</u> List required frequency of each operation (daily, weekly, monthly, annual, etc)	<u>Task Duration</u> Time needed to complete each task (with units: hours, days, weeks, etc)	<u>Lubricant</u> Refer by symbol to lubricant list (Item 6)	<u>Task Details Location</u> List O&M Manual Tab and page number which provides additional details on the maintenance activity

I, _____ certify that the information on this form is an accurate and complete summary of all typical, routine, and preventive maintenance tasks required to ensure satisfactory performance during warranty period and the overall longevity of the equipment or systems.

(Manufacturer's Representatives Signature)

(Date)

05/13/10

A-

Typical Maintenance
Summary Form