

EAST BAY MUNICIPAL UTILITY DISTRICT

REQUEST FOR QUOTATION (RFQ) No. 2306 for WATER METERS

Contact Person: Mel Go
Phone Number: (510) 287-2017
E-mail Address: mel.go@ebmud.com

For complete information regarding this project, see RFQ posted at <https://www.ebmud.com/business-center/materials-and-supplies-bids/current-requests-quotation-rfqs/> or contact the EBMUD representative listed above. Please note that prospective bidders are responsible for reviewing this site during the RFQ process, for any published addenda regarding this RFQ.

Bids Due
by
1:30 p.m.
on
July 19, 2023

All bid submissions hand delivered or mailed (USPS, FedEx, UPS, etc.) to the address or PO Box noted below and must be received no later than 1:30 p.m. on the bid due date.

**RESPONSE DELIVERED IN-PERSON, BY
COURIER, OR PACKAGE DELIVERY
SERVICE (UPS, FedEx, DHL, etc.)**

**EBMUD–Purchasing Division
375 Eleventh Street, First Floor
Oakland, CA 94607**

RESPONSE DELIVERED BY MAIL (USPS) to:

**EBMUD–Purchasing Division
P.O. Box 24055
Oakland, CA 94623**

EAST BAY MUNICIPAL UTILITY DISTRICT

RFQ No. 2306

for

WATER METERS

TABLE OF CONTENTS

I.	STATEMENT OF WORK	4
A.	SCOPE.....	4
B.	BIDDER QUALIFICATIONS	4
C.	SPECIFIC REQUIREMENTS.....	4
D.	DELIVERABLES / REPORTS	5
E.	INSPECTION	6
F.	FAILURE TO MEET SPECIFICATIONS.....	6
II.	CALENDAR OF EVENTS	6
III.	DISTRICT PROCEDURES, TERMS, AND CONDITIONS	7
A.	RFQ ACCEPTANCE AND AWARD	7
B.	BRAND NAMES, DEVIATIONS, AND EXCEPTIONS	7
C.	PRICING.....	8
D.	NOTICE OF INTENT TO AWARD AND PROTESTS.....	8
E.	METHOD OF ORDERING	10
F.	TERM / TERMINATION / RENEWAL	10
G.	WARRANTY	10
H.	INVOICING	11
IV.	RFQ RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION	11
A.	DISTRICT CONTACTS	11
B.	SUBMITTAL OF RFQ RESPONSE	12

ATTACHMENTS

EXHIBIT A – RFQ RESPONSE PACKET

EXHIBIT B – INSURANCE REQUIREMENTS

EXHIBIT C – GENERAL REQUIREMENTS

EXHIBIT D – IRAN CONTRACTING ACT CERTIFICATION

**** IMPORTANT NOTICE TO PROSPECTIVE BIDDERS ****

Vendors submitting bids for consideration, under the specifications contained in this proposal, must offer meters that have been previously tested and approved by the District. Meters which have not been pre-approved by the District will not be considered for award.

I. STATEMENT OF WORK

A. SCOPE

It is the intent of these specifications, terms, and conditions to describe 5/8" x 3/4", 3/4", 1", 1-1/2" and 2" displacement type water meters and 3", 4", 6" and 8" compound and turbine water meters to be used for new and replacement installations. East Bay Municipal Utility District (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 Water Meters for at least five (5) years.
- b. Bidder shall be an authorized manufacturer, dealer, or provider of water meters.
- 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

Provide 5/8" x 3/4", 3/4", 1", 1-1/2" and 2" displacement type water meters and 3", 4", 6" and 8" compound and turbine water meters to be used for new and replacement installations from the preapproved Manufacturer's list, and as described in Exhibit A.

Specifications for meters are attached in Appendix D. For sizes and types without specifications, bidder will provide manufacture's technical specifications.

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

Materials in Contact with Drinking Water.

1. All materials, equipment, or products that will be in contact with drinking water (potable water) shall be tested and certified as meeting the specifications of NSF/ANSI 61 Standard in accordance with California Code of Regulations, Title 22, Section 64591. Examples include, but are not limited to, valves, pumps, flow

meters, protective materials (coatings, linings, liners), joining and sealing materials, pipes, tanks, pipe fittings, filters, cleaning chemicals, and lubricants.

2. All materials, equipment, or products that will be in contact with drinking water (potable water) shall be tested and certified as “lead-free” per California Health and Safety Code Section 116875 and NSF 61 Annex G or NSF 372.
3. All chemicals that will be in contact with drinking water shall be certified by NSF to NSF/ANSI Standard 60.
4. For materials:
 - a. Documentation which demonstrates current NSF/ANSI Standard 61 certification shall be submitted by the bidder in their bid package.
 - b. If awarded, contractor is responsible for informing the District within 5 days, if and when their certification lapses or expires. Failure to inform the District within the allotted time will be sufficient grounds for immediate termination of the contract.

D. DELIVERABLES / REPORTS

1. Submit the following prior to delivery:
 - a. Operating and Maintenance (O&M) Manuals
 - b. The manufacturer shall furnish the District with an affidavit of compliance that the water meters furnished comply with the applicable provisions of the latest AWWA Standard C700 and this specification.
 - c. Factory test tag certifying the meter accuracy at the flows required by AWWA C700 Table 1.
 - d. For 8” compound meters and all turbine meters, vendors must provide
 - e. Manufacturers Technical Briefs and test fixtures.
2. Delivery date and time of materials ordered and quoted must be honored by the contractor. Any delays to orders/delivery must be conveyed to the District in writing. If the conveyed delivery times are disruptive to District operations, the District reserves the right to cancel the current order and place an order to the next available ranked vendor or third party vendor.

E. 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.

F. FAILURE TO MEET SPECIFICATIONS

1. 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.
2. Any delays to orders/delivery must be conveyed to the District in writing. In the event a delay in delivery is deemed unacceptable by the District, or promised delivery date is not met by the Contractor, or if delivery times are disruptive to District operations, the District reserves the right to cancel the current order and place an order to the next available ranked vendor or third party vendor.

II. CALENDAR OF EVENTS

EVENT	DATE/LOCATION
RFQ Issued	June 21, 2023
Deadline For Submission of Questions	June 28, 2023
Response Due	July 19, 2023 by 1:30 p.m. At this time all bids will be opened publicly in the EBMUD Board Room at 375 Eleventh St., Oakland, CA 94607*

Anticipated Contract Start Date	August 2023
--	-------------

Note: All dates are subject to change **by District**.

*Following the opening a list of submitted pricing will be posted to:

<https://www.ebmud.com/business-center/materials-and-supplies-bids/>

Bidders are responsible for reviewing <https://www.ebmud.com/business-center/materials-and-supplies-bids/current-requests-quotation-rfqs/> for any published addenda. Hard copies of addenda will not be mailed out.

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 purchase order or contract that may be awarded as a result of this RFQ.
5. Award of contract. The District reserves the right 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 minor technical defects and administrative errors, 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. BRAND NAMES, DEVIATIONS, AND EXCEPTIONS

Vendors submitting bids for consideration, under this proposal, **must** offer meters that have been previously tested and approved by the District. The District also reserves the right to retest previously approved meter models and associated parts. **Failure for meters to remain approved may void any contract with the District.**

Manufacturer/Model	Size
Neptune / T-10	Group I
Sensus / SR11	Group I
Badger / Rcdl 25	Group I
Master Meter	Group I
Neptune / T-10	Group II
Badger / Rcdl	Group II
Badger Compound Series	Group III
Neptune True-Flow	Group III

Taking exception to the RFQ, or failure on the part of the bidder to comply with all requirements and conditions of this RFQ, may subject the RFQ response to rejection. If no deviations are shown, the bidder will be required to furnish the material exactly as specified. The burden of proof of compliance with the specifications will be the responsibility of the bidder.

This RFQ is subject to acceptance only on the terms and conditions stated in this RFQ. Any additional or different terms and conditions proposed by the bidder are hereby rejected and shall be of no force or effect unless expressly assented to in writing by the District.

Bids will only be accepted for preapproved water meters as listed above and items listed in Exhibit A "Preapproved Manufacturers and Models".

C. 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.

D. NOTICE OF INTENT TO AWARD AND PROTESTS

At the conclusion of the RFQ response evaluation process, all entities who submitted a bid package will be notified in writing by e-mail or USPS mail with the name of the Bidder being recommended for contract award. The document providing this notification is the Notice of Intent to Award.

Protests must be in writing and must be received no later than seven (7) workdays after the District issues the Notice of Intent to Award. 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 protester. If a firm is representing the protester, they shall include their contact information in addition to that of the protesting firm.

Protests must be mailed, hand delivered, or emailed to the Manager of Purchasing, Mailstop 102, 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 workday 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 workdays from the date which the protest determination was transmitted by the District, to the protesting party. The appeal shall focus on the points raised in the original protest, and no new points shall be raised in the appeal.

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.

E. METHOD OF ORDERING

1. Written POs may be issued as inventory as needed.
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.

F. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFQ, will be two (2) years.

At the sole discretion of the District, any contract which may be awarded pursuant to this RFQ, may be extended for three (3) additional one-year terms at agreed prices with all other terms and conditions remaining the same. In the event that a Contractor does not agree to an extension, the District shall be given a minimum of 90 days' notice to locate a suitable replacement contractor.

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.

G. WARRANTY

1. For any contract awarded pursuant to this RFQ, Contractor expressly warrants that all goods furnished will conform strictly with the specifications and requirements contained herein and with all approved submittals, samples and/or models and information contained or referenced therein, all affirmations of fact or promises, and will be new, of merchantable quality, free from defects in materials and workmanship, including but not limited to leaks, breaks, penetrations, imperfections, corrosion, deterioration, or other kinds of product deficiencies. Contractor expressly warrants that all goods to be furnished will be fit and sufficient for the purpose(s) intended. Contractor expressly warrants that all goods shall be delivered free from any security interest, lien, or encumbrance of any kind, and free from any claim of infringement, copyright or other intellectual property violation, or other violation of laws, statutes, regulations,

ordinances, rules, treaties, import restrictions, embargoes or other legal requirements. Contractor guarantees all products and services against faulty or inadequate design, manufacture, negligent or improper transport, handling, assembly, installation or testing, and further guaranties that there shall be strict compliance with all manufacturer guidelines, recommendations, and requirements, and that Contractor guaranties that it will conform to all requirements necessary to keep all manufacturer warranties and guarantees in full force and effect. These warranties and guarantees are inclusive of all parts, labor, and equipment necessary to achieve strict conformance, and shall take precedence over any conflicting warranty or guarantee. These warranties and guaranties shall not be affected, limited, discharged, or waived by any examination, inspection, delivery, acceptance, payment, course of dealing, course of performance, usage of trade, or termination for any reason and to any extent. In the absence of any conflicting language as to duration, which conflicting language will take precedence as being more specific, Contractor's aforesaid warranties and guarantees shall be in full force and effect for a period of (fifteen) 15 years from the date of acceptance by the District but shall continue in full force and effect following notice from District of any warranty or guarantee issue, until such issue has been fully resolved to the satisfaction of District.

H. INVOICING

1. Following the Districts acceptance of product(s) meeting all specified requirements, and/or the complete and satisfactory performance of services, the District will render payment within thirty (30) days of receipt of a correct invoice.
2. The District shall notify Contractor of any invoice adjustments required.
3. Invoices shall contain, at a minimum, District purchase order 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 to be contacted only for the purposes specified below.

TECHNICAL SPECIFICATIONS:

Attn: Jeff Braun, Meter Repair and Testing Supervisor

E-Mail: Jeff.Braun@ebmud.com

PHONE: (510) 287-0114

CONTRACT EQUITY PROGRAM:

Attn: Contract Equity Office

PHONE: (510) 287-0114

AFTER AWARD:

Attn: Jeff Braun, Meter Repair and Testing Supervisor

E-Mail: Jeff.Braun@ebmud.com

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. All RFQ responses must be SEALED and received by 1:30 p.m. on the due date specified in the Calendar of Events. Any RFQ response received after that time/date, or at a place other than the stated addresses, cannot be considered and will be returned to the bidder unopened. The EBMUD mailroom and Purchasing Division 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 (USPS):

East Bay Municipal Utility District
WATER METERS
RFQ No. 2306
EBMUD–Purchasing Division
P.O. Box 24055
Oakland, CA 94623

Hand Delivered, delivered by courier or package delivery service (UPS, FedEx, DHL, etc.):

East Bay Municipal Utility District
WATER METERS

RFQ No. 2306
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. 2306 – WATER METERS

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, CONTAINING THE FOLLOWING IN THEIR ENTIRETY:**
 - **EXHIBIT A – RFQ RESPONSE PACKET**
 - **INCLUDING ALL 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 BY INSERTING THEIR OWN LANGUAGE OR FALSE CLAIMS IN THEIR RESPONSE. ANY EXCEPTIONS AND CLARIFICATIONS MUST BE PLACED IN THE “EXCEPTIONS/ CLARIFICATIONS” PAGE, NOT BURIED IN THE PROPOSAL ITSELF.”**



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.
3. The undersigned acknowledges acceptance of all addenda related to this RFQ.
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 acknowledges that 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.
10. 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.
11. 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 7% bid preference, and has completed the CEP and EEO forms at the hyperlink contained in the CEP and EEO section of this Exhibit A.

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(S)

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.

TOTAL SCHEDULE I \$ _____

TOTAL SCHEDULE II \$ _____

TOTAL SCHEDULE III \$ _____

TOTAL SCHEDULE IV \$ _____

TOTAL SCHEDULE V \$ _____

TOTAL SCHEDULE VI \$ _____

TOTAL SCHEDULE VII \$ _____

TOTAL SCHEDULE VIII \$ _____

TOTAL SCHEDULE IX \$ _____

TOTAL SCHEDULE X \$ _____

BIDDING SHEET

Bidder is expected to bid entire schedule for each meter size. If for any reason a Bidder cannot bid all lines within a schedule, they must provide an explanation below. ***EBMUD reserves the right to award on a per size basis, line item basis, to single or multiple vendors, to award a schedule in its entirety, or to reject all bids.***

Schedule I – Displacement Type 5/8” x 3/4” - Bidder must provide manufacturer’s technical specifications.

LINE ITEM	SIZE/TYPE OF REGISTER	ESTIMATED ANNUAL QUANTITY	PRICE EACH	EXTENDED	METER MANUFACTURER AND MODEL
1.	5/8” X 3/4”- DIRECT READ	25,000	\$	\$	MFR. _____ MODEL_____
2.	5/8” X 3/4”- AMI	25,000	\$	\$	MFR. _____ MODEL_____
3.	5/8” X 3/4” – RECYCLED DIRECT READ	25	\$	\$	MFR. _____ MODEL_____
4.	5/8” X 3/4” - RECYCLED W/AMI	25	\$	\$	MFR. _____ MODEL_____
TOTAL SCHEDULE I				\$	

BIDDING SHEET

Bidder is expected to bid entire schedule for each meter size. If for any reason a Bidder cannot bid all lines within a schedule, they must provide an explanation below. ***EBMUD reserves the right to award on a per size basis, line item basis, to single or multiple vendors, to award a schedule in its entirety, or to reject all bids.***

Schedule II – Displacement Type 3/4" - Bidder must provide manufacturer’s technical specifications.

LINE ITEM	SIZE/TYPE OF REGISTER	ESTIMATED ANNUAL QUANTITY	PRICE EACH	EXTENDED	METER MANUFACTURER AND MODEL
1.	3/4" – DIRECT READ	500	\$	\$	MFR. _____ MODEL _____
2.	3/4" – AMI	500	\$	\$	MFR. _____ MODEL _____
3.	3/4" – RECYCLED	10	\$	\$	MFR. _____ MODEL _____
4.	3/4" – RECYCLED W/AMI	10	\$	\$	MFR. _____ MODEL _____
TOTAL SCHEDULE II				\$	

BIDDING SHEET

Bidder is expected to bid entire schedule for each meter size. If for any reason a Bidder cannot bid all lines within a schedule, they must provide an explanation below. ***EBMUD reserves the right to award on a per size basis, line item basis, to single or multiple vendors, to award a schedule in its entirety, or to reject all bids.***

Schedule III – Displacement Type 1” - Bidder must provide manufacturer’s technical specifications.

LINE ITEM	SIZE/TYPE OF REGISTER	ESTIMATED ANNUAL QUANTITY	PRICE EACH	EXTENDED	METER MANUFACTURER AND MODEL
1.	1” - DIRECT READ	500	\$	\$	MFR. _____ MODEL _____
2.	1” – AMI	100	\$	\$	MFR. _____ MODEL _____
3.	1” - RECYCLED	10	\$	\$	MFR. _____ MODEL _____
4.	1” – RECYCLED W/AMI	10	\$	\$	MFR. _____ MODEL _____
TOTAL PRICING FOR SCHEDULE III				\$	

BIDDING SHEET

Bidder is expected to bid entire schedule for each meter size. If for any reason a Bidder cannot bid all lines within a schedule, they must provide an explanation below. ***EBMUD reserves the right to award on a per size basis, line item basis, to single or multiple vendors, to award a schedule in its entirety, or to reject all bids.***

Schedule IV – Displacement Type 1-1/2” - Bidder must provide manufacturer’s technical specifications.

LINE ITEM	SIZE/TYPE OF REGISTER	ESTIMATED ANNUAL QUANTITY	PRICE EACH	EXTENDED	METER MANUFACTURER AND MODEL
1.	1-1/2” – DIRECT READ	1,000	\$	\$	MFR. _____ MODEL _____
2.	1-1/2” - AMI	1,500	\$	\$	MFR. _____ MODEL _____
3.	1-1/2” - RECYCLED	20	\$	\$	MFR. _____ MODEL _____
4.	1-1/2” - RECYCLED W/AMI	20	\$	\$	MFR. _____ MODEL _____
	TOTAL SCHEDULE IV			\$	

BIDDING SHEET

Bidder is expected to bid entire schedule for each meter size. If for any reason a Bidder cannot bid all lines within a schedule, they must provide an explanation below. ***EBMUD reserves the right to award on a per size basis, line item basis, to single or multiple vendors, to award a schedule in its entirety, or to reject all bids.***

Schedule V – 2” Displacement Type - Bidder must provide manufacturer’s technical specifications.

LINE ITEM	SIZE/TYPE OF REGISTER	ESTIMATED ANNUAL QUANTITY	PRICE EACH	EXTENDED	METER MANUFACTURER AND MODEL
1.	2” - DIRECT READ	1,000	\$	\$	MFR. _____ MODEL _____
2.	2” - AMI	1,500	\$	\$	MFR. _____ MODEL _____
3.	2” - RECYCLED	20	\$	\$	MFR. _____ MODEL _____
4.	2” - RECYCLED W/AMI	20	\$	\$	MFR. _____ MODEL _____
TOTAL SCHEDULE V				\$	

BIDDING SHEET

Bidder is expected to bid entire schedule for each meter size. If for any reason a Bidder cannot bid all lines within a schedule, they must provide an explanation below. ***EBMUD reserves the right to award on a per size basis, line item basis, to single or multiple vendors, to award a schedule in its entirety, or to reject all bids.***

Schedule VI – Compound 3” - Bidder must provide manufacturer’s technical specifications.

LINE ITEM	SIZE/TYPE OF REGISTER	ESTIMATED ANNUAL QUANTITY	PRICE EACH	EXTENDED	METER MANUFACTURER AND MODEL
1.	3” COMPOUND - DIRECT READ	50	\$	\$	MFR. _____ MODEL _____
2.	3” COMPOUND - AMI	50	\$	\$	MFR. _____ MODEL _____
3.	3” COMPOUND - RECYCLED	1	\$	\$	MFR. _____ MODEL _____
4.	3” COMPOUND - RECYCLED W/AMI	1	\$	\$	MFR. _____ MODEL _____
TOTAL SCHEDULE VI				\$	

BIDDING SHEET

Bidder is expected to bid entire schedule for each meter size. If for any reason a Bidder cannot bid all lines within a schedule, they must provide an explanation below. ***EBMUD reserves the right to award on a per size basis, line item basis, to single or multiple vendors, to award a schedule in its entirety, or to reject all bids.***

Schedule VII - 4" COMPOUND - Bidder must provide manufacturer's technical specifications.

LINE ITEM	SIZE/TYPE OF REGISTER	ESTIMATED ANNUAL QUANTITY	PRICE EACH	EXTENDED	METER MANUFACTURER AND MODEL
1.	4" COMPOUND - DIRECT READ	40	\$	\$	MFR. _____ MODEL _____
2.	4" COMPOUND - AMI	40	\$	\$	MFR. _____ MODEL _____
3.	4" COMPOUND - RECYCLED	1	\$	\$	MFR. _____ MODEL _____
4.	4" COMPOUND - RECYCLED W/AMI	1	\$	\$	MFR. _____ MODEL _____
TOTAL SCHEDULE VII				\$	

BIDDING SHEET

Bidder is expected to bid entire schedule for each meter size. If for any reason a Bidder cannot bid all lines within a schedule, they must provide an explanation below. ***EBMUD reserves the right to award on a per size basis, line item basis, to single or multiple vendors, to award a schedule in its entirety, or to reject all bids.***

SCHEDULE VIII - 6" COMPOUND - Bidder must provide manufacturer's technical specifications.

LINE ITEM	SIZE/TYPE OF REGISTER	ESTIMATED ANNUAL QUANTITY	PRICE EACH	EXTENDED	METER MANUFACTURER AND MODEL
1.	6" COMPOUND - DIRECT READ	30	\$	\$	MFR. _____ MODEL _____
2.	6" COMPOUND - AMI	30	\$	\$	MFR. _____ MODEL _____
3.	6" COMPOUND - RECYCLED	1	\$	\$	MFR. _____ MODEL _____
4.	6" COMPOUND - RECYCLED W/AMI	1	\$	\$	MFR. _____ MODEL _____
TOTAL SCHEDULE VIII				\$	

BIDDING SHEET

Bidder is expected to bid entire schedule for each meter size. If for any reason a Bidder cannot bid all lines within a schedule, they must provide an explanation below. ***EBMUD reserves the right to award on a per size basis, line item basis, to single or multiple vendors, to award a schedule in its entirety, or to reject all bids.***

Schedule IX – 8” COMPOUND – Bidder must provide manufacturer’s technical specifications.

LINE ITEM	SIZE/TYPE OF REGISTER	ESTIMATED ANNUAL QUANTITY	PRICE EACH	EXTENDED PRICE	METER MANUFACTURER AND MODEL
1.	8” COMPOUND-DIRECT READ	10	\$	\$	MFR. _____ MODEL _____
2.	8” COMPOUND-W/AMI	10	\$	\$	MFR. _____ MODEL _____
3.	8” COMPOUND-RECYCLED	1	\$	\$	MFR. _____ MODEL _____
4.	8” COMPOUND-RECYCLED W/AMI	1	\$	\$	MFR. _____ MODEL _____
TOTAL SCHEDULE IX				\$	

BIDDING SHEET

*****EBMUD reserves the right to award on a line item basis to multiple vendors or to award a schedule in its entirety. *****Bidders are not required to bid on entire schedule. Bidding by meter-size is acceptable. Bidder must provide exception explanation as to why a line item within a size category if unable to bid by size. Bidder must provide manufacturer’s technical specifications for each size bid.

Schedule X – All Turbine Meters - Bidder must provide manufacturer’s technical specifications.

LINE ITEM	SIZE/TYPE OF REGISTER	ESTIMATED ANNUAL QTY	PRICE EACH	EXTENDED PRICE	METER MANUFACTURER AND MODEL
1.	3" TURBINE-DIRECT READ	5	\$	\$	MFR. _____ MODEL _____
2.	3" TURBINE- AMI	5	\$	\$	MFR. _____ MODEL _____
3.	3" TURBINE-RECYCLED	5	\$	\$	MFR. _____ MODEL _____
4.	3" TURBINE-RECYCLED W/AMI	5	\$	\$	MFR. _____ MODEL _____
5.	4" TURBINE-DIRECT READ	5	\$	\$	MFR. _____ MODEL _____
6.	4" TURBINE- AMI	5	\$	\$	MFR. _____ MODEL _____
7.	4" TURBINE-RECYCLED	5	\$	\$	MFR. _____ MODEL _____
8.	4" TURBINE-RECYCLED W/AMI	5	\$	\$	MFR. _____ MODEL _____
9.	6" TURBINE-DIRECT READ	5	\$	\$	MFR. _____ MODEL _____

10.	6" TURBINE- AMI	5	\$	\$	MFR. _____ MODEL _____
11.	6" TURBINE- RECYCLED	5	\$	\$	MFR. _____ MODEL _____
12.	6" TURBINE- RECYCLED W/AMI	5	\$	\$	MFR. _____ MODEL _____
13.	8" TURBINE – DIRECT READ	5	\$	\$	MFR. _____ MODEL _____
14.	8" – TURBINE AMI	5	\$	\$	MFR. _____ MODEL _____
15.	8" TURBINE – RECYCLED	5	\$	\$	MFR. _____ MODEL _____
16.	8" TURBINE – RECYCLED AMI	5	\$	\$	MFR. _____ MODEL _____
17.	10" TURBINE – DIRECT READ	5	\$	\$	MFR. _____ MODEL _____
18.	10" TURBINE - AMI	5	\$	\$	MFR. _____ MODEL _____
19.	10" TURBINE – RECYCLED	5	\$	\$	MFR. _____ MODEL _____
20.	10" TURBINE – RECYCLED AMI	5	\$	\$	MFR. _____ MODEL _____
TOTAL SCHEDULE X				\$	

SPECIFICATIONS SECTION

WATER METERS – SPECIFICATIONS
COLD-WATER METERS – DISPLACEMENT TYPE
5/8" X 3/4" AND 1"

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Furnish cold water meters in sizes 5/8"x3/4", 3/4", and 1" as specified herein.

1.2 SUBMITTALS

- A. Submit the following prior to assembly:

1. Certified manufacturers' drawings showing dimensions, construction details, and materials used for all parts of the water meters. UNS designations are required for all copper, bronze and brass materials. See Section 2.2 A.1 for acceptable copper-base alloy materials and designated UNS numbers.
2. Submit NSF/ANSI 61 certification for all materials in contact with drinking water. If NSF certified before January 4, 2014 the material must be certified as meeting CA low lead requirement (NSF/ANSI 61 Annex G or NSF/ANSI 372).

- B. Submit the following prior to delivery:

1. Operating and Maintenance (O&M) Manuals
2. The manufacturer shall furnish the District with an affidavit of compliance that the water meters furnished comply with the applicable provisions of the latest AWWA Standard C700 and this specification.
3. Factory test tag certifying the meter accuracy at the flows required by AWWA C700 Table 1.
4. Before each order is shipped, email the list of serial numbers and sizes to a specified District contact.

1.3 REFERENCES:

- A. ANSI/AWWA C700 (latest edition) – AWWA Standard for Cold Water Meters Displacement Type - Bronze Main Case

PART 2 - PRODUCTS

2.1 GENERAL

- A. Meters shall comply with the most current revision of AWWA Standard Specification C700 for bronze case Displacement type meters as modified herein.

Whenever these modifications conflict with the applicable AWWA Specifications, the specific wording of these modifications shall govern. All provisions of AWWA C700, not modified herein, shall apply in full force.

- B. All meters offered under these specifications must be pre-qualified as described in Section 2.5.

2.2 WATER METERS

A. MATERIAL AND DESIGN

1. The meter body and any component made of copper-base alloy in contact with water shall be non-leaded material UNS No. C89520 (EnviroBrass II or Sebilloy) or UNS No. C89833 (Federalloy) and conform to California Proposition 65 requirements. The term non-leaded means the maximum lead content shall be 0.25% or less.
2. Meter shall have a meter serial number imprinted on the outlet side of the meter body and on the inside of the register box lid. Numbers will be a contrasting color from the lid and will be at least ¼” tall.
3. The size, model, serial number, and direction of flow through the meter shall be permanently imprinted on the outer cases of all meters.
4. Serial numbers shall be a District specified sequence such as: meters made in the year 2023 will be an 8 digit sequence starting with 523, meters made in 2023 will start with 523, etc. For reclaimed meters, serial numbers shall be a District specified sequence such as: meters made in the year 2023 will be an 8 digit sequence starting with R23, meters made in 2023 will start with R23, etc.
5. Main cases for all meters shall be of the removable bottom cap type with the bottom cap secured by 300 Series stainless steel bolts.
6. All external bolts and washers shall be constructed of stainless steel and shall be easily removed from the main case.
7. All meter main cases shall be guaranteed free from manufacturing defects in workmanship and material for 15 years.
8. The overall height of 5/8”x3/4” and ¾” meter shall not exceed 5-1/2” with register any attached. The overall height of a 1” meter shall not exceed 6-1/2” with register attached.
9. All copper-alloy component parts that come in contact with, potable water must have an identifying feature to signify its non-leaded material status: “NL”=Federalloy, “SE” or “EB”=Sebilloy.
10. All wetted materials shall be suitable for soft water (less than 50 ppm total dissolved solids) with PH from 7.0 to 9.5 and maximum total chlorine residual

of 2.5 ppm (in chloramine form). The presence of chloramines in the water shall not have any effect on the manufacturer's warranty.

11. Meter must be offered with Direct Read, AMI Compatible, Recycled-Water Direct Read registers, and AMI Compatible Recycled Water registers. Failure to offer all four types may void the contract.

B. DIRECT READ REGISTER

1. The magnetic drive registers shall be of the straight-reading sealed type; and shall contain six (6) numeral wheels and shall be constructed to read on cubic feet. The register must contain a low-flow indicator for leak detection purposes. The dial shall be white and black markings and of the center-red-sweep-pointer type and shall contain 100 equally divided graduations at its periphery. The two right hand digits shall be white on black background; all other digits shall be black on a white background.
2. All registers shall have the size, model and date of manufacture stamped on the face. The register shall be oriented on the meter so that it is read from the outlet side.
3. All registers shall be made tamper resistant by use of non-lead seal such as Stoffel Seal Model NL-1, "Rotoseal", or an approved equal.
4. Register seal screws are only accepted when supplied with attached sealing wire to at least one bottom cap bolt with seal wire holes of not less than 3/32" in diameter.
5. Registers shall be capable of being removed without interruption of service.
6. Register lid shall be flat with an external tab such that the lid may be flipped up easily for reading. Domed shaped lids are not acceptable.

C. AMI COMPATIBLE REGISTER

1. The magnetic drive registers shall be of the straight-reading sealed type; and shall contain eight (8) numeral wheels and shall be constructed to read on cubic feet. The register must contain a low-flow indicator for leak detection purposes. The dial shall be white and black markings. The four left hand digits shall be black on white background; all other digits shall be white on a black background.
2. All registers shall have the size, model and date of manufacture stamped on the face. The register shall be oriented on the meter so that it is read from the outlet side.
3. All registers shall be made tamper resistant by use of non-lead seal such as Stoffel Seal Model NL-1, "Rotoseal", or an approved equal.

4. Register seal screws are only accepted when supplied with attached sealing wire to at least one bottom cap bolt with seal wire holes of not less than 3/32" in diameter.
5. Registers shall be capable of being removed without interruption of service.
6. Register lid shall be flat with an external tab such that the lid may be flipped up easily for reading. Domed shaped lids are not acceptable.
7. Register shall produce at least 8-digit Sensus Protocol UI-1203 Encoded Output with the smallest increment being equal to no more than 0.01 CUFT resolution and be readable as 8-digits by all AMR and AMI systems that EBMUD would consider using such as the Sensus Flex Net and Aclara systems which are currently in use at EBMUD.
8. Register shall be factory potted with Sensus Touch Pad connector or equivalent for use with Sensus Flex Net 520M meter interface units.

D. RECYCLED WATER WITH DIRECT READ REGISTER

1. The magnetic drive registers shall be of the straight-reading sealed type; and shall contain six (6) numeral wheels and shall be constructed to read on cubic feet. The register must contain a low-flow indicator for leak detection purposes. The dial shall be white and black markings and of the center-red-sweep-pointer type and shall contain 100 equally divided graduations at its periphery. The two right hand digits shall be white on black background; all other digits shall be black on a white background.
2. All registers shall have the size, model and date of manufacture stamped on the face. The register shall be oriented on the meter so that it is read from the outlet side.
3. All registers shall be made tamper resistant by use of non-lead seal such as Stoffel Seal Model NL-1, "Rotoseal", or an approved equal.
4. Register seal screws are only accepted when supplied with attached sealing wire to at least one bottom cap bolt with seal wire holes of not less than 3/32" in diameter.
5. Registers shall be capable of being removed without interruption of service and be compatible with Automatic Meter Reading technology.
6. Register lid shall be flat with an external tab such that the lid may be flipped up easily for reading. Domed shaped lids are not acceptable.
7. Register face, body, and lid shall be colored purple consistent with recycled water practices.

E. RECYCLED WATER METER WITH AMI COMPATIBLE REGISTER

1. The magnetic drive registers shall be of the straight-reading sealed type; and shall contain eight (8) numeral wheels and shall be constructed to read on cubic feet. The register must contain a low-flow indicator for leak detection purposes. The dial shall be white and black markings. The four left hand digits shall be black on white background; all other digits shall be white on a black background.
2. All registers shall have the size, model and date of manufacture stamped on the face. The register shall be oriented on the meter so that it is read from the outlet side.
3. All registers shall be made tamper resistant by use of non-lead seal such as Stoffel Seal Model NL-1, "Rotoseal", or an approved equal.
4. Register seal screws are only accepted when supplied with attached sealing wire to at least one bottom cap bolt with seal wire holes of not less than 3/32" in diameter.
5. Registers shall be capable of being removed without interruption of service and be compatible with AMI technology.
6. Register lid shall be flat with an external tab such that the lid may be flipped up easily for reading. Domed shaped lids are not acceptable.
7. Register shall produce at least 8-digit Sensus Protocol UI-1203 Encoded Output with the smallest increment being equal to no more than 0.01 CUFT resolution and be readable as 8-digits by all AMR and AMI systems that EBMUD would consider using such as the Sensus Flex Net and Aclara systems which are currently in use at EBMUD.
8. Register shall be factory potted with Sensus Touch Pad connector or equivalent for use with Sensus Flex Net 520M meter interface units.
9. Register face, body, and lid shall be colored purple consistent with recycled water practices.

F. MEASURING CHAMBER (Disc and Piston Type)

1. The measuring chamber shall be of a 2-piece snap-joint type. The chamber shall be made of a vulcanized hard rubber, such as those classified per ASTM D2135, D4549, D4067, D4203, D2874 or D3935 and shall be smoothly and accurately machined and shall contain a removable molded diaphragm of the same material as that of the chamber. No screws shall be used to secure the chamber together.
2. The motion of the piston or disc shall be transmitted to the register through the use of a magnetic drive assembly.

3. The measuring chamber outlet port shall be sealed to the maincase outlet port by means of an “O” ring gasket to eliminate any chamber leak paths.
4. The chamber shall be warranted for 15 years against defects in workmanship and materials.

G. STRAINERS

1. All meters shall contain removable polypropylene plastic strainer screens. The strainer shall be located near the inlet maincase port, before the measuring chamber.

2.3 PERFORMANCE

- A. To ensure accuracy, each meter must be accompanied by a factory test tag certifying the accuracy at the flows required by AWWA C700 Table 1 Characteristics of Displacement-type Meters (low, intermediate, and full flow).

2.4 WARRANTY

- A. The sealed register unit shall have a guarantee of: 15 years against a) fogging, b) water intrusion, c) defects in workmanship and materials, and d) failure of electronic components affecting electronic output accuracy and consistency or properties (e.g. resistance or impedance). The manufacturer shall replace, without charge, registers which develop defects within 15 years after delivery. If the manufacturer desires that the defective registers be returned, the manufacturer shall pay all freight costs for such return shipments.

2.5 PREQUALIFICATION

- A. Any meter supplied under this specification shall have passed the District’s accelerated wear test. This capacity shall be demonstrated for each type, model, and specific design of meter offered by any manufacturer in bidding on these specifications. For testing purposes, the District has designated 5/8”x3/4”x3/4” and 1” displacement type meters as Group I. See Engineering Standard Practice, ESP 521.3 for test procedure.

2.6 PROOF OF COMPLIANCE

- A. The manufacturer demonstrates compliance with Section 2.5 by supplying a random sample to the District for accelerated wear-testing by the procedure described in Engineering Standard Practice, ESP 521.3.

2.7 NOTIFICATION OF CHANGES

- A. It shall be the responsibility of the manufacturer of an approved meter to notify the District in writing of any changes in the design, construction, materials or dimensions of their meter. The District will then determine if such changes require

that the meter, so modified, be retested to demonstrate its compliance with these specifications.

PART 3 - EXECUTION

3.1 SHIPPING AND HANDLING

- A. All meters shall be transported, handled and stored in accordance with the manufacturers recommendations
- B. If stored outdoors, meters shall be covered with tarpaulins, plastic sheeting, or other protective covering, to protect them from sunlight and ozone damage.

END OF SECTION

WATER METERS – SPECIFICATIONS
COLD-WATER METERS – DISPLACEMENT TYPE
1-1/2” AND 2”

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Furnish positive displacement type cold-water meters, magnetic driven, in sizes 1-1/2” and 2” as specified herein.

1.2 SUBMITTALS

- A. Submit the following prior to assembly:

1. Certified manufacturers’ drawings showing dimensions, construction details, and materials used for all parts of the water meters. UNS designations are required for all copper, bronze and brass materials. See Section 2.2 A.1 for acceptable copper-base alloy materials and designated UNS numbers.
2. Submit NSF/ANSI 61 certification for all materials in contact with drinking water. If NSF certified before January 4, 2014, the material must be certified as meeting CA low lead requirement (NSF/ANSI 61 Annex G or NSF/ANSI 372).

- B. Submit the following prior to delivery:

1. Operating and Maintenance (O&M) Manuals
2. The manufacturer shall provide the District with an affidavit of compliance that the water meters furnished comply with the applicable provisions of the latest AWWA Standard C700 and this specification.
3. Factory test tag certifying the meter accuracy required by AWWA C700 Table 1.
4. Before each order is shipped, email the list of serial numbers and sizes to a specified District contact.

1.3 REFERENCES:

- A. ANSI/AWWA C700 (latest edition) – AWWA Standards for Cold-Water Meters-Displacement Type, Bronze Main Case

PART 2 - PRODUCTS

2.1 GENERAL

- A. Meters shall comply with the most current revision of AWWA Standard Specification C700 for Cold-Water Meters-Displacement Type, Bronze Main Case as modified herein. Whenever these modifications conflict with the applicable AWWA Specifications, the specific wording of these modifications shall govern. All provisions of AWWA C700, not modified herein, shall apply in full force.
- B. All meters offered under these specifications must be pre-qualified, as described in Section 2.5.

2.2 WATER METERS

A. MATERIAL AND DESIGN

1. The meter body, top cover, and any component made of copper-base alloy in contact with water, shall be non-leaded material UNS No. C89520 (EnviroBrass II or Sebilloy), UNS No. C89833 (Federalloy) or UNS No. C89836 (BiAlloy) or UNS No. C87850 (Eco Brass), and conform to California Proposition 65 requirements. The term “non-leaded” means the maximum lead content shall be 0.25% or less.
2. A 1” FNPT (Female National Pipe Thread) meter test outlet; shall be provided on meter cases. It shall be located between the register and the outlet flange, and shall be parallel with the register box and perpendicular to the axis of the meter body.
3. The size, model, serial number and direction of flow through the meter shall be marked permanently on the outer case and visible when the meter is viewed from the top.
4. Serial numbers shall be a District specified sequence such as: meters made in the year 2023 will be an 8-digit sequence starting with 523, meters made in 2024 will start with 524, etc. For reclaimed meters, serial numbers shall be a District specified sequence such as: meters made in the year 2023 will be an 8-digit sequence starting with R23, meters made in 2024 will start with R24, etc.
5. Meter shall have a meter serial number imprinted on the outlet side of the meter body and on the inside of the register box lid. Numerals shall be approximately 1/4” high. Lids will be a contrasting color from the imprinted numbers.
6. Main cases for all meters shall be of the removable top case type with the top secured by 300 Series stainless steel bolts.
7. Connections for both 1-1/2” and 2” meters shall be oval flanged on both sides.

8. Frost-protection devices shall not be provided.
9. All wetted materials shall be suitable for soft water (less than 50 ppm total dissolved solids) with PH 7.0 to 9.5 and maximum total chlorine residual of 2.5 ppm (in chloramine form). The presence of chloramines in the water shall not have any effect on the manufacturer's warranty.
10. Meter must be offered with Direct Read, AMI Compatible, and AMI Compatible Recycled Water registers. Failure to offer all four types may void the contract.

B. METER WITH DIRECT READ REGISTER

1. Registers shall read in cubic feet, have a sweep hand and a low-flow/leak indicator.
2. Registers and register gear trains shall be hermetically sealed.
3. Registers shall be made tamper resistant by use of non-leaded seal such as Stoffel Seal Model NL-1, Brooks "Roto-Seal", or an approved equivalent.
4. Register lid shall be flat with an external tab such that the lid may be flipped up easily for reading. Dome-shaped lids are not acceptable.
5. Registers shall be oriented on meter such that it is read from the outlet side.
6. Registers shall have seven digit, odometer style readout with a maximum registration of 9,999,990 cubic feet and a minimum of 0,000,000 cubic feet. The first digit on the far right shall be fixed to indicate 0 cubic feet. The numbers displayed on the two right most digits, which include the fixed 0, indicate multiples of ten cubic feet and shall be white on black background. All numbers displayed on the remaining digits shall be black on white background. A sweep hand on the dial face shall be provided. A single sweep of this hand shall register 10 cubic feet. Wheel stack shall be in the 6 o'clock position.
7. Registers shall be capable of being removed without interruption of service.

C. METER WITH AMI COMPATIBLE REGISTER

1. The magnetic drive registers shall be of the straight-reading sealed type; and shall contain eight (8) numeral wheels and shall be constructed to read on cubic feet. The register must contain a low-flow indicator for leak detection purposes. The five left hand digits shall be black on white background; all other digits shall be white on a black background.
2. Registers shall read in cubic feet, have a sweep hand and a low-flow/leak indicator.
3. Registers and register gear trains shall be hermetically sealed.

4. Registers shall be made tamper resistant by use of non-leaded seal such as Stoffel Seal Model NL-1, Brooks “Roto-Seal”, or an approved equivalent.
5. Register lid shall be flat with an external tab such that the lid may be flipped up easily for reading. Dome-shaped lids are not acceptable.
6. Registers shall be oriented on meter such that it is read from the outlet side.
7. Register shall produce at least 8-digit Sensus Protocol UI-1203 Encoded Output with the smallest increment being equal to no more than 0.1 cubic feet resolution and be readable as 8-digits by all AMR and AMI systems that EBMUD would consider using such as the Sensus FlexNet and Aclara systems which are currently in use at EBMUD.
8. Register shall be factory potted with Sensus Touch Pad connector or equivalent for use with Sensus FlexNet 520M meter interface units.

D. RECYCLED-WATER METER WITH DIRECT READ REGISTER

1. Registers shall read in cubic feet, have a sweep hand and a low-flow/leak indicator.
2. Registers and register gear trains shall be hermetically sealed.
3. Registers shall be made tamper resistant by use of non-leaded seal such as Stoffel Seal Model NL-1, Brooks “Roto-Seal”, or an approved equivalent.
4. Register lid shall be flat with an external tab such that the lid may be flipped up easily for reading. Dome-shaped lids are not acceptable.
5. Registers shall be oriented on meter such that it is read from the outlet side.
6. Registers shall have seven digit, odometer style readout with a maximum registration of 9,999,990 cubic feet and a minimum of 0,000,000 cubic feet. The first digit on the far right shall be fixed to indicate 0 cubic feet. The numbers displayed on the two right most digits, which include the fixed 0, indicate multiples of ten cubic feet and shall be white on black background. All numbers displayed on the remaining digits shall be black on white background. A sweep hand on the dial face shall be provided. A single sweep of this hand shall register 10 cubic feet. Wheel stack shall be in the 6 o’clock position.
7. Registers shall be capable of being removed without interruption of service.
8. Register face, body, and lid shall be colored purple consistent with recycled water practices.

E. RECYCLED WATER METER WITH AMI COMPATIBLE REGISTER

1. The magnetic drive registers shall be of the straight-reading sealed type; and shall contain eight (8) numeral wheels and shall be constructed to read on cubic feet. The register must contain a low-flow indicator for leak detection purposes. The five left hand digits shall be black on white background; all other digits shall be white on black background.
2. Registers shall read in cubic feet, have a sweep hand and a low-flow/leak indicator.
3. Registers and register gear trains shall be hermetically sealed.
4. Registers shall be made tamper resistant by use of non-leaded seal such as Stoffel Seal Model NL-1, Brooks "Roto-Seal", or an approved equivalent.
5. Register lid shall be flat with an external tab such that the lid may be flipped up easily for reading. Dome-shaped lids are not acceptable.
6. Registers shall be oriented on meter such that it is read from the outlet side.
7. Register shall produce at least 8-digit Sensus Protocol UI-1203 Encoded Output with the smallest increment being equal to no more than 0.1 cubic feet resolution and be readable as 8-digits by all AMR and AMI systems that EBMUD would consider using such as the Sensus FlexNet and Aclara systems which are currently in use at EBMUD.
8. Register shall be factory potted with Sensus Touch Pad connector or equivalent for use with Sensus FlexNet 520M meter interface units.
9. Register body and lid shall be colored purple consistent with recycled water practices.

F. MEASURING CHAMBER (Disc and Piston Type)

1. The measuring chamber shall be of a 2-piece snap-joint type. The chamber shall be made of a vulcanized hard rubber, such as those classified per ASTM D2135, D4549, D4067, D4203, D2874 or D3935 and shall be smoothly; and accurately machined and shall contain a removable molded diaphragm of the same material as that of the chamber. No screws shall be used to secure the chamber together.
2. The motion of the piston or disc shall be transmitted to the register, through the use, of a magnetic drive assembly.
3. The measuring chamber outlet port shall be sealed to the main case outlet port by means of an "O" ring gasket to eliminate any chamber leak paths.
4. The chamber shall be warranted for 15 years against defects in workmanship and materials.

G. STRAINERS

1. All meters shall contain removable polypropylene plastic strainer screens. The strainer shall be located near the inlet main case port, before the measuring chamber.

2.3 PERFORMANCE

- A. To ensure accuracy, each meter must be accompanied by a factory test tag certifying the accuracy as required by AWWA C700 Table 1 Characteristics of Displacement-type Meters (low, intermediate, and full flow).

2.4 WARRANTY

- A. The sealed register unit shall have a guarantee of: 15 years against a) fogging, b) water intrusion, c) defects in workmanship and materials, and d) failure of electronic components affecting electronic output accuracy and consistency or properties (e.g. resistance or impedance). The manufacturer shall replace, without charge, registers which develop defects within 15 years after delivery. If the manufacturer desires that the defective registers be returned, the manufacturer shall pay all freight costs for such return shipments.

2.5 PREQUALIFICATION

- A. Any meter supplied under this specification shall have passed the District's accelerated wear test. This capacity shall be demonstrated for each type, model, and specific design of meter offered by any manufacturer in bidding on these specifications. For testing purposes, the District has designated 1-1/2" and 2" displacement type meters as Group II. See Engineering Standard Practice, ESP 521.3 for test procedure.

2.6 PROOF OF COMPLIANCE

- A. The manufacturer demonstrates compliance with Section 2.5 by supplying a random sample to the District for accelerated wear-testing by the procedure described in Engineering Standard Practice, ESP 521.3.

2.7 NOTIFICATION OF CHANGES

- A. It shall be the responsibility of the manufacturer of an approved meter to notify the District, in writing, of any changes in the design, construction, materials or dimensions of their meter. The District will then determine if such changes require that the meter, so modified, be retested to demonstrate its compliance with these specifications.

PART 3 - EXECUTION

3.1 SHIPPING AND HANDLING

- A. All meters shall be transported, handled and stored in accordance with the manufacturer's recommendations.
- B. If stored outdoors, meters shall be covered with tarpaulins, plastic sheeting, or other covering, to protect them from sunlight and ozone damage.

END OF SECTION

WATER METERS – SPECIFICATIONS
COLD-WATER METERS – COMPOUND TYPE
3”, 4” AND 6”

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Furnish compound type cold-water meters in sizes 3”, 4” and 6” as specified herein.

1.2 SUBMITTALS

- A. Submit the following prior to assembly:

1. Certified manufacturers’ drawings showing dimensions, construction details, and materials used for all parts of the water meters. UNS designations are required for all copper, bronze and brass materials. See Section 2.2 A.1 for acceptable copper-base alloy materials and designated UNS numbers.
2. Submit NSF/ANSI 61 certification for all materials in contact with drinking water. If NSF certified before January 4, 2014, the material must be certified as meeting CA low lead requirement (NSF/ANSI 61 Annex G or NSF/ANSI 372).

- B. Submit the following prior to delivery:

1. Operating and Maintenance (O&M) Manuals
2. The manufacturer shall provide the District with an affidavit of compliance that the water meters furnished comply with the applicable provisions of the latest AWWA Standard C702 and this specification.
3. Factory test tag certifying the meter accuracy as required by AWWA C702 Table 1 (Class II).
4. Before each order is shipped, email the list of serial numbers and sizes to a specified District contact.

1.3 REFERENCES:

- A. ANSI/AWWA C702 (latest edition) – AWWA Standard for Cold-Water Meters Compound Type.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Meters shall comply with the most current revision of AWWA Standard Specification C702 for compound type meters as modified herein. Whenever these

modifications conflict with the applicable AWWA Specifications, the specific wording of these modifications shall govern. All provisions of AWWA C702, not modified herein, shall apply in full force.

- B. All meters offered under these specifications must be pre-qualified as described in Section 2.5.

2.2 WATER METERS

A. MATERIAL AND DESIGN

1. The main cases and any component made of copper-base alloy in contact with water shall be non-leaded material UNS No. C89520 (EnviroBrass II or Sebilloy), UNS No. C89833 (Federalloy) or UNS No. C89836 (BiAlloy) or UNS No. C87850 (Eco Brass), and conform to California Proposition 65 requirements. The term “non-leaded” means the maximum lead content shall be 0.25% or less.
2. Change-over valve weights shall contain no lead.
3. Laying length is limited to the following dimensions in order to fit into the District’s standard meter boxes:

Meter size (in.)	Maximum Overall Length (in.)
3	17
4	20
6	24

4. Companion flanges, gaskets, bolts, nuts and washers shall NOT be furnished.
5. A tapped boss, 1-1/2” NPT minimum on 3” meters, and 2” NPT minimum on 4”, 6”, 8” and larger meters, shall be provided on the top or side of the case near the outlet spud for test purposes.
6. Mainline section of the meter shall be of the turbine type. Disc or proportional flow types are NOT acceptable.
7. By-pass/low-flow unit shall be a disc or piston-type measuring device and in line with the turbine in a uni-body construction.
8. External strainers shall be supplied. External line strainers shall be made of the same material as the main case. All nuts, bolts, gaskets, and necessary hardware must be included and assembled to meter prior to shipping.
9. The manufacturers meter serial number shall be imprinted on the inside of the register box lids as well as on the outer cases in approximately 1/4” high. Lids

will be a contrasting color from the imprinted numbers. If no suitable space is available on the case, the serial number shall be stamped on the upper edge of one of the flanges.

10. Serial numbers shall be a District specified sequence such as: meters made in the year 2023 will be an 8-digit sequence starting with 523, meters made in 2024 will start with 524, etc. For reclaimed meters, serial numbers shall be a District specified sequence such as: meters made in the year 2023 will be an 8-digit sequence starting with R23, meters made in 2024 will start with R24, etc.
11. All wetted materials shall be suitable for soft water (less than 50 ppm total dissolved solids) with PH 7.0 to 9.5 and maximum total chlorine residual of 2.5 ppm (in chloramines form). The presence of chloramines in the water shall not have any effect on the manufacturer's warranty.
12. Meter must be offered with Direct Read, AMI Compatible, and AMI Compatible Recycled Water registers. Failure to offer all three types may void the contract.

B. METER WITH DIRECT READ REGISTER

1. Registers shall be straight reading design, hermetically sealed, and read in cubic feet. The two right-hand digits shall be white on black background. All other digits shall be black on white background. Wheel stack shall be in the 6 o'clock position.
2. Registers shall be made tamper resistant by use of seal-wires incorporating a non-leaded seal. The seal shall be Stoffel Seal Model NL-1, Brooks "Roto-Seal", or an approved equivalent.
3. Meters using a totalizer or any other means to combine both large and small flows into one register are not acceptable.
4. Registers shall be capable of being removed without interruption of service.

C. METER WITH AMI COMPATIBLE REGISTER

1. Registers shall be straight reading design, hermetically sealed, and read in cubic feet. Dials representing readings below 100 cubic feet shall be white on black background. All other digits shall be black on white background. Wheel stack shall be in the 6 o'clock position.
2. Registers shall be made tamper resistant by use of seal-wires incorporating a non-lead seal. The seal shall be Stoffel Seal Model NL-1, Brooks "Roto-Seal", or an approved equivalent.
3. Meters using a totalizer or any other means to combine both large and small flows into one register are not acceptable.

4. Registers shall be capable of being removed without interruption of service.
5. Register shall produce at least 8-digit Sensus Protocol UI-1203 Encoded Output with the smallest increment being equal to no more than 1.0 cubic feet resolution on the large dial, 0.01 cubic feet resolution on the small dial, and be readable as 8-digits by all AMR and AMI systems that EBMUD would consider using such as the Sensus FlexNet and Aclara systems which are currently in use at EBMUD.
6. Register shall be factory potted with Sensus Touch Pad connector or equivalent for use with Sensus FlexNet 520M meter interface units.

2.3 PERFORMANCE

- A. To ensure accuracy, each meter must be accompanied by a factory test tag certifying the accuracy as required by AWWA C702 Table 1, Operating Characteristics for Class II.

2.4 WARRANTY

- A. The sealed register unit shall have a guarantee of: 15 years against a) fogging, b) water intrusion, c) defects in workmanship and materials, and d) failure of electronic components affecting electronic output accuracy and consistency or properties (e.g. resistance or impedance). The manufacturer shall replace, without charge, registers which develop defects within 15 years after delivery. If the manufacturer desires that the defective registers be returned, the manufacturer shall pay all freight costs for such return shipments.

2.5 PREQUALIFICATION

- A. Any meter supplied under this specification shall have passed the District's accelerated wear test. This capacity shall be demonstrated for each type, model, and specific design of meter offered by any manufacturer in bidding on these specifications. For testing purposes, the District has designated 3" and larger mechanical type meters as Group III. See Engineering Standard Practice, ESP 521.3 for test procedure.

2.6 PROOF OF COMPLIANCE

- A. The manufacturer demonstrates compliance with Section 2.5 by supplying a random sample to the District for accelerated wear-testing by the procedure described in Engineering Standard Practice, ESP 521.3.

2.7 NOTIFICATION OF CHANGES

- A. It shall be the responsibility of the manufacturer of an approved meter to notify the District, in writing, of any changes in the design, construction, materials or dimensions of their meter. The District will then determine if such changes require

that the meter, so modified, be retested to demonstrate its compliance with these specifications.

PART 3 - EXECUTION

3.1 SHIPPING AND HANDLING

- A. All meters shall be transported, handled and stored in accordance with the manufacturer's recommendations.
- B. If stored outdoors, meters shall be covered with tarpaulins, plastic sheeting, or other covering, to protect them from sunlight and ozone damage.

END OF SPECIFICATION



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:** 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 and shall explain any advantages that this proposed equipment/system would have over other possible equipment/systems. The description shall include any disadvantages or limitations that the District should be aware of in evaluating the RFQ response. Finally, the description shall describe all product warranties provided by bidder.
2. **Benchmark Product Submission:** Contractor shall submit, as requested, with their bid package or prior to award, and at no cost to the District, sample product(s) which meet or exceed the requirements of this RFQ and are indicative of all future products of this type that will be received by the District. The District shall retain benchmark products which will be used to compare against future deliveries in order to assess quality and consistency.
3. **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.
4. **Evidence of Qualification Testing** RFQ response provides evidence that the proposed equipment/system has successfully completed the qualification test standard requirements defined in this RFQ. The manufacturer shall furnish the District with an affidavit of compliance that the water meters furnished comply with the applicable provisions of the latest AWWA Standard C700 and this specification. Factory test tag certifying the meter accuracy at the flows required by AWWA C700 Table 1. If the equipment/system specified requires the addition of components or features not previously tested by the ITA, the District will determine, in its sole discretion, whether qualification testing of such components or features will be required prior to the award of a contract.
5. **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.

If applicable, please also provide any information you have available on the below:

- a. Has your firm taken steps to enhance its ability to assess, track and address issues regarding Greenhouse Gas (GHG) Emissions in answer to recent legislations such as the [Buy Clean California Act](#)? If so, please attach any data you can on the embedded greenhouse gas emissions in the production and transport of the products and/or services which will be provided via this RFQ. If this is not available, please describe the approach you plan to take in order to gather and report this information in the future. For further information in this topic, please see: <http://www.ghgprotocol.org/scope-3-technical-calculation-guidance>
6. **Evidence of current NSF 60 and/or 61 certification:** Submit NSF/ANSI 61 certification for all materials in contact with drinking water. If NSF certified before January 5, 2022 the material must be certified as meeting CA low lead requirement (NSF/ANSI 61 Annex G or NSF/ANSI 372).
7. **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.
8. **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.**
9. **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. 2306– Water Meters

Bidder Name: _____

Bidder must provide a minimum of 3 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. 2306– Water Meters

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 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

BIDDER shall take out and maintain during the life of the Agreement all insurance required and BIDDER shall not commence work until such insurance has been approved by DISTRICT. The proof of insurance shall be on forms provided by DISTRICT directly following these Insurance Requirements.

BIDDERS are not required to submit completed insurance verification documents with their bid but will be required to submit them upon notification of award. By signing Exhibit A – RFP Response Packet, the BIDDER agrees to meet the minimum insurance requirements stated in the RFP.

The following provisions are applicable to all required insurance:

- A. Prior to the beginning of and throughout the duration of Services, and for any additional period of time as specified below, CONTRACTOR shall, at its sole cost and expense, maintain insurance in conformance with the requirements set forth below.
- B. CONTRACTOR shall provide Verification of Insurance as required by this Agreement by providing the completed Verification of Insurance as requested below signing and submitting this Exhibit B to the DISTRICT. The Exhibit B may be signed by an officer of the CONTRACTOR (Agent) or by the Insurance Broker for the CONTRACTOR. CONTRACTOR shall update Exhibit B throughout the specified term of the insurance required by this Agreement by resubmitting the completed Exhibit B prior to the expiration date of any of the required insurance. The updated Exhibit B shall become a part of the Agreement but shall not require a change order to the Agreement. The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence Services until such insurance has been accepted by the DISTRICT.
- C. CONTRACTOR shall carry and maintain the minimum insurance requirements as defined in this Agreement. CONTRACTOR shall require any subcontractor to carry and maintain the minimum insurance required in this Agreement to the extent they apply to the scope of the services to be performed by subcontractor.
- D. Acceptance of verification of Insurance by the DISTRICT shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease liability of CONTRACTOR.
- E. The insurance required hereunder may be obtained by a combination of primary, excess and/or umbrella insurance, and all coverage shall be at least as broad as the requirements listed in this Agreement.
- F. Any deductibles, self-insurance, or self-insured retentions (SIRs) applicable to the required insurance coverage must be declared to and accepted by the DISTRICT.
- G. At the option and request of the DISTRICT, CONTRACTOR shall provide documentation of its financial ability to pay the deductible, self-insurance, or SIR.
- H. Any policies with a SIR shall provide that any SIR may be satisfied, in whole or in part, by the DISTRICT or the additional insured at its sole and absolute discretion.
- I. Unless otherwise accepted by the DISTRICT, all required insurance must be placed with insurers with a current A.M. Best's rating of no less than A- V.

- J. CONTRACTOR shall defend the DISTRICT and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier.
- K. For any coverage that is provided on a claims-made coverage form (which type of form is permitted only where specified) the retroactive date must be shown and must be before the date of this Agreement, and before the beginning of any Services related to this Agreement.
- L. Insurance must be maintained, and updated Verification of Insurance be provided to the DISTRICT before the expiration of insurance by having CONTRACTOR's insurance broker or agent update, sign and return Exhibit B to the DISTRICT's contract manager. For all claims-made policies the updated Verification of Insurance must be provided to the DISTRICT for at least three (3) years after expiration of this Agreement.
- M. If claims-made coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement or the start of any Services related to this Agreement, CONTRACTOR must purchase an extended reporting period for a minimum of three (3) years after expiration of the Agreement.
- N. If requested by the DISTRICT, a copy of the policies' claims reporting requirement must be submitted to the DISTRICT for review.
- O. Where additional insured coverage is required, the additional insured coverage shall be "primary and non-contributory," and will not seek contribution from the DISTRICT's insurance or self-insurance.
- P. CONTRACTOR agrees to provide immediate Notice to the DISTRICT of any loss or claim against CONTRACTOR arising out of, pertaining to, or in any way relating to this Agreement, or Services performed under this Agreement. The DISTRICT assumes no obligation or liability by such Notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the DISTRICT.
- Q. CONTRACTOR agrees, upon request by the DISTRICT, to provide complete, certified copies of any policies and endorsements within 10 days of such request (copies of policies may be redacted to eliminate premium details.)
- R. It is CONTRACTOR's responsibility to ensure its compliance with the insurance requirements. Any actual or alleged failure on the part of the DISTRICT to obtain proof of insurance required under this Agreement shall not in any way be construed to be a waiver of any right or remedy of the DISTRICT, in this or any regard.
- S. Notice of Cancellation/Non-Renewal/Material Reduction The insurance requirements hereunder are mandatory, and the DISTRICT may, at its sole and absolute discretion, terminate the services provided by CONTRACTOR, should CONTRACTOR breach its obligations to maintain the required coverage and limits set forth in this Agreement. No coverage required hereunder shall be cancelled, non-renewed or materially reduced in coverage or limits without the DISTRICT being provided at least thirty (30) days prior written notice, other than cancellation for the non-payment of premiums, in which event the DISTRICT shall be provided ten (10) days prior written notice. Replacement of coverage with another policy or insurer, without any lapse in coverage or any reduction of the stated requirements does not require notice beyond submission to the DISTRICT of an updated Verification of Insurance which shall be met by having the CONTRACTOR's insurance broker or agent update, sign and return this EXHIBIT B.

I. Commercial General Liability Insurance (“CGL”) Coverage

- A. CONTRACTOR’s insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- C. Minimum Requirements. CGL insurance with minimum per occurrence and aggregate limits as follows:
- | | |
|------------------------------------|--|
| Bodily Injury and Property Damage | \$2,000,000 per occurrence & aggregate |
| Personal Injury/Advertising Injury | \$2,000,000 per occurrence & aggregate |
| Products/Completed Operations | \$2,000,000 per occurrence & aggregate |
- D. Coverage must be on an occurrence basis.
- E. Coverage for Products, and Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any “prior work” coverage limitation or exclusion applicable to any Services performed by CONTRACTOR and/or subcontractor under this Agreement.
- F. Insurance policies and Additional Insured Endorsement(s) Coverage shall be included for all premises and operations in any way related to this Agreement.
- G. There will be no exclusion for explosions, collapse, or underground liability (XCU).
- H. Insurance policies and Additional Insured Endorsement(s) shall not exclude liability and damages to work arising out of, pertaining to, or in any way relating to services performed by Subcontractor on CONTRACTOR’s behalf.
- I. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an “insured contract.”
- J. Waiver of Subrogation. The policy shall be endorsed to include a Waiver of Subrogation ensuring that the CONTRACTOR and its insurer(s) waive any rights of recovery by subrogation, or otherwise, against the DISTRICT, its directors, board, and committee members, officers, officials, agents, volunteers, and employees. CONTRACTOR shall defend and pay any and all damages, fees, and costs, of any kind, arising out of, pertaining to, or in any way resulting from CONTRACTOR’s failure to provide the waiver of subrogation from its insurance carrier(s).

- K. "Independent CONTRACTOR's Liability" shall not limit coverage for liability and/or damages arising out of, pertaining to, or in any way resulting from Services provided under this Agreement.

To the fullest extent permitted by law, the DISTRICT, its directors, board, and committee members, officers, officials, employees, agents, and volunteers must be covered as Additional Insureds on a primary and noncontributory basis on all underlying, excess and umbrella policies that shall be evidenced in each case by an endorsement. The Additional Insureds must be covered for liability arising in whole, or in part, from any premises, Products, Ongoing Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.

- L. A severability of interest provision must apply for all the Additional Insureds, ensuring that CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the policies' limit(s).

Verification of Commercial General Liability (CGL) Insurance Coverage

As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Commercial General Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance:

Self-Insured: Amount: \$ _____

Policy Limit: Per Occurrence: \$ _____ **Aggregate: \$** _____

Policy Number: _____

Policy Period: from: _____ **to:** _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

II. Excess and/or Umbrella Liability Insurance Coverage

- A. CONTRACTOR's insurance shall be primary, and any insurance or self-insurance procured or maintained by the DISTRICT shall not be required to contribute to it.
- B. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policies or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the CONTRACTOR.
- C. Minimum Requirements: It is expressly understood by the parties that CONTRACTOR's Excess and/or Umbrella Liability policies shall, at minimum, comply with all insurance requirements set forth within this Agreement.
1. Coverage for Products, Completed Operations, and Ongoing Operations must be included in the insurance policies and shall not contain any "prior work" coverage limitation or exclusion applicable to any Services performed under this Agreement and, if it is a claims-made policy, it must be maintained for a minimum of three (3) years following final completion of the Services.
 2. Coverage shall be included for all premises and operations in any way related to this Agreement.
 3. There will be no exclusion for explosions, collapse, or underground damage (XCU).
 4. Insurance policies and Additional Insured Endorsements shall not exclude coverage for liability and damages from services performed by Subcontractor on CONTRACTOR's behalf.
 5. Contractual liability coverage shall be included and shall not limit, by any modification or endorsement, coverage for liabilities assumed by CONTRACTOR under this Agreement as an "insured contract."
 6. "Independent CONTRACTOR's Liability" shall not limit coverage for liability and/or damage arising out of, pertaining to, or in any way related to Services provided under this Agreement.
 7. To the fullest extent permitted by law, the DISTRICT, its directors, officers, officials, agents, volunteers, and employees must be covered as Additional Insureds on a primary and noncontributory basis on all excess and umbrella policies. The Additional Insureds must be covered for liability arising in whole or in part from any premises, Products, Ongoing

Operations, and Completed Operations by or on behalf of CONTRACTOR, in any way related to Services performed under this Agreement.

8. A severability of interest provision must apply for all the Additional Insureds, ensuring that the CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the policy's limits.

9. CONTRACTOR and its excess and/or umbrella Liability insurance coverage must waive any rights of subrogation against the DISTRICT, its directors, officers, officials, employees, agents, and volunteers, and CONTRACTOR shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

D. CONTRACTOR shall defend and pay any damages as a result of failure to provide the waiver of subrogation from the insurance carrier(s).

Verification of Excess and/or Umbrella Liability Insurance Coverage

As the CONTRACTOR'S insurance broker/agent, I hereby verify that I have reviewed and confirmed that the CONTRACTOR carries Excess and/or Umbrella Liability insurance, as required by this Agreement, including the relevant provisions applicable to all required insurance.

Self-Insured: Amount: \$ _____

Policy Limit: Per Occurrence: \$ _____ **Aggregate: \$** _____

Policy Number: _____

Policy Period: from: _____ **to:** _____

Insurance Carrier Name: _____

Insurance Broker or Agent: Print Name: _____

Insurance Broker or Agent's Signature: _____

EXHIBIT C

GENERAL REQUIREMENTS

Effective: June 9, 2021
Supersedes: September 1, 2021

CONTENTS

1. DEFINITIONS
2. BOND
3. CONTRACTOR'S FINANCIAL OBLIGATION
4. SAMPLES OR SPECIMENS
5. MATERIAL AND WORKMANSHIP
6. DEFECTIVE WORK
7. WARRANTY
8. Not Used
9. SAFETY AND ACCIDENT PREVENTION
10. CHARACTER OF WORKFORCE
11. PREVAILING WAGES & DIR REGISTRATION
12. PAYROLL RECORDS & ELECTRONIC SUBMISSION
13. HOURS OF LABOR
14. EMPLOYMENT OF APPRENTICES
15. CHANGES
16. EFFECT OF EXTENSIONS OF TIME
17. DELAYS
18. TERMINATION
19. DAMAGES
20. ORDER OF PRECEDENCE
21. INDEMNIFICATION
22. PROHIBITION OF ASSIGNMENT
23. NEWS RELEASES
24. SEVERABILITY
25. COVENANT AGAINST GRATUITIES
26. RIGHTS AND REMEDIES OF THE DISTRICT
27. WAIVER OF RIGHTS
28. CONFIDENTIALITY

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

Contractor expressly warrants that all goods furnished will conform strictly with the specifications and requirements contained herein and with all approved submittals, samples and/or models and information contained or referenced therein, all affirmations of fact or promises, and will be new, of merchantable quality, free from defects in materials and workmanship, including but not limited to leaks, breaks, penetrations, imperfections, corrosion, deterioration, or other kinds of product deficiencies. Contractor expressly warrants that all goods to be furnished will be fit and sufficient for the purpose(s) intended. Contractor expressly warrants that all goods shall be delivered free from any security interest, lien or encumbrance of any kind, and free from any claim of infringement, copyright or other intellectual property violation, or other violation of laws, statutes, regulations, ordinances, rules, treaties, import restrictions, embargoes or other legal requirements. Contractor guarantees all products and services against faulty or inadequate design, manufacture, negligent or improper transport, handling, assembly, installation or testing, and further guaranties that there shall be strict compliance with all manufacturer guidelines, recommendations, and requirements, and that Contractor guaranties that it will conform to all requirements necessary to keep all manufacturer warranties and guarantees in full force and effect. These warranties and guarantees are inclusive of all parts, labor and equipment necessary to achieve strict conformance, and shall take precedence over any conflicting warranty or guarantee. These warranties and guaranties shall not be affected, limited, discharged or waived by any examination, inspection, delivery, acceptance, payment, course of dealing, course of performance, usage of trade, or termination for any reason and to any extent. In the absence of any conflicting language as to duration, which conflicting language will take precedence as being more specific, Contractor's aforesaid warranties and guarantees shall be in full force and effect for a period of one year from the date of acceptance by the District, but shall continue in full force and effect following notice from District of any warranty or guarantee issue, until such issue has been fully resolved to the satisfaction of District.

8. NOT USED

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 perform 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 to 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

If prevailing wages apply, Contractor and each Subcontractor, as appropriate, shall comply with the following:

- a. 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 Project Manager. 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/wpnodb.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 the Project Manager will grant the Contractor an extension of time in an amount equal to the period of Excusable Delay based on the analysis of schedule impact and delay analysis diagram, which shall be the Contractor's sole and exclusive remedy for such delay. Excusable Delays shall include labor strikes, adverse weather as defined in Article 8.5, and Acts of God.
- 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.

{00040700;1}
REV. 9/19

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

Contractor expressly agrees to defend, indemnify, and hold harmless 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’, subconsultants’, or other agents’ negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.

22. PROHIBITION OF ASSIGNMENT

The Contractor shall not assign, transfer, or otherwise dispose of any of its rights, duties or obligations under this Contract. This prohibition does not apply to the District. The District retains the right to assign this Contract in whole or in part at any time upon reasonable terms.

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. 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.

25. 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.

26. 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.

27. 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.

28. 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 IRAN CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) § 2204, an Iran Contracting Act Certification is required for solicitations of goods or services of \$1,000,000 or more.

To submit a bid or proposal to East Bay Municipal Utility District (District), you must complete **ONLY ONE** of the following two paragraphs. To complete paragraph 1, check the corresponding box **and** complete the certification for paragraph 1. To complete paragraph 2, check the corresponding box and attach a copy of the written permission from the District.

- 1. We are not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to PCC § 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

CERTIFICATION FOR PARAGRAPH 1:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the BIDDER/bidder to the clause in paragraph 1. This certification is made under the laws of the State of California.

Firm: _____

By: _____ Date: _____
(Signature of Bidder)

Title: _____

Signed at: _____ County, State of: _____

OR

- 2. We have received written permission from the District to submit a bid or proposal pursuant to PCC § 2203(c) or (d). *A copy of the written permission from the District is included with our bid or proposal.*