REQUEST FOR PROPOSALS (RFP)

RFP NO. 2014-002

PROJECT TITLE: Water Meter Replacement and AMI System

PROPOSAL DUE DATE: June 27, 2014 at 12:00 p.m. Pacific Time

ESTIMATED TIME PERIOD FOR CONTRACT: August 1, 2014 – August 31, 2015
Triunfo Sanitation District reserves the right to extend the contract at its sole discretion.

CONSULTANT ELIGIBILITY: This procurement is open to those consultants that satisfy the minimum qualifications stated herein and that are available for work in California.

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      including General Terms and Conditions (GT&Cs)
1. INTRODUCTION

1.1. PURPOSE

The Board of Directors of Triunfo Sanitation District, hereafter called “TSD” or “District,” is initiating this Request for Proposals (“RFP”) to solicit proposals from qualified Consultants to furnish and install electronic water meters in accordance with specifications and requirements outlined in Section 1.3 of this RFP. The system shall include:

1.2. BACKGROUND

A public agency, TSD was organized on November 12, 1963 as a special district under the County Sanitation District Act, California Health and Safety Code Section 4700, to provide sanitation services (wastewater collection and treatment) for the southeastern portion of Ventura County, adjacent to the Los Angeles County line. TSD’s service area covers approximately 50 square miles and a service population of approximately 30,000. TSD expanded into potable water service on October 1, 1993, with the purchase of the Metropolitan Water Company, located within the District’s boundaries in the community of Oak Park. Operating as Oak Park Water Service (“OPWS”), this division of TSD serves a population of approximately 14,000. The Automated Meter Reading System called for in this RFP will cover the OPWS potable and recycled water distribution systems.

The potable water system consists of eight pressure zones, approximately 40 miles of transmission and distribution mains, four storage tanks, three main water pumping stations, two booster pump stations, and six pressure reducing stations. Following is a list of the storage tanks, pump stations, and pressure reducing stations located within the District service area:

**Storage Tanks**
1. Kilburn Steel Storage Tank (0.88 million gallons)
2. Deerhill Concrete Storage Tank (2.0 million gallons)
3. Savoy Steel Storage Tank (1.6 million gallons)
4. Oak Canyon Concrete Storage Tank (2.1 million gallons)

**Water Pump Stations**
1. Deerhill Pump Station
2. Savoy Pump Station
3. Lindero Pump Station

**Booster Pump Stations**
1. Lambourne Booster Pump Station
2. Smoketree Booster Pump Station

**Pressure Reducing Stations**
1. Lower Deerhill PRV Station No. 1 (located at Deerhill Pump Station)
2. Lower Deerhill PRV Station No. 2 (not connected)
3. Lindero PRV Station No. 1 (located at Lindero Pump Station)
4. Lindero PRV Station No. 2
5. Conifer PRV Station No. 2
6. Oak Hills PRV Station
7. Sunnycrest PRV Station
8. Lindero Turnout PRV Station
9. Deerhill Turnout PRV

**Potable Water Supply Connection**
1. Calleguas Municipal Water District (CMWD)
Emergency Water Supply Connections

1. Las Virgenes Municipal Water District (LVMWD)
2. California Water Service Company (CWSC)

On October 12, 1964, TSD and LVMWD entered into a joint powers agreement to construct, operate, maintain, and provide a regional wastewater treatment system to serve the area within the two districts’ boundaries. The Tapia Wastewater Treatment facility, jointly owned by TSD and LVMWD, treats approximately 9 million gallons of wastewater daily. A portion of this wastewater is conveyed and sold by TSD as recycled water for landscape irrigation within its service area. The recycled water distribution system consists of approximately 5 miles of transmission and distribution mains.

TSD currently contracts with Ventura Regional Sanitation District (VRSD) for all managerial, operational, and administrative services.

TSD intends to award one contract to provide the services described in this RFP.

1.3. OBJECTIVES AND SCOPE OF WORK

As summarized in Section 1.1 above, the primary objective of the Project outlined in this RFP is to implement an Automated Meter Reading System for the potable and recycled water distribution systems owned and operated by TSD. To achieve that objective, the Consultant will follow a scope of work that includes, but is not limited to, the following specific deliverables:

Furnish and install electronic water meters with true two-way AMI endpoints; install customer-provided meter boxes and lids where required, install customer-provided shut-off valves where required, and install a complete true two-way Advanced Metering Infrastructure system, fully functional and in place. In addition, hosted MDMS software and customer portal solutions will be provided, as well as training for District personnel in their use. Additional required system specifications are as follows:

PROJECT SCHEDULE

In order to prevent disruption in customer billing and meter reading schedules, TSD/Oak Park Water Service will set the schedule for the meter replacement to match the current meter reading routes. Prior to starting the meter replacement, the Selected Consultant will install and test the collectors and software for proper operation. The Selected Consultant will supply a list at the end of each work day that includes address, old meter number and read, new meter number and read, meter size, meter type, and radio ID number. All material and equipment will be staged at the Deerhill Booster Pump Station.

RESIDENTIAL WATER METERS

All residential meters shall be of the solid state, battery-operated, electromagnetic flow measurement type with a hermetically sealed, glass-covered electronic register with a programmable 9-digit display. Registers shall use the industry standard UI-1203 encoder output protocol and wired inductive coupling technology to connect to the AMI radio.

Conformance to Standards
Meters must conform to American Water Works Standard C-700 and C-710 as most recently revised with respect to accuracy and pressure loss requirements, or other appropriate American Water Works Standard. Meters must also be compliant with NSF/ANSI Standard 61 Annex F and G.

Register
The register must be an electronic device encapsulated in glass with 9 programmable digits utilizing a liquid crystal display (LCD). It will have indicators for flow direction, empty pipe, battery life, and unit
Measuring Element
The measuring element shall be made of a non-corrosive, lead-free glass fiber reinforced, composite alloy material. A battery powered magnetic flow sensor utilizing silver/silver chloride electrodes will be utilized to measure the velocity of the water which is linearly proportional to the volume. The measuring element will have no moving parts and will be sized specifically to standard AWWA meter lengths.

External Housing
The register and measuring element will be an integrated unit housed within a thermal plastic external casing. This integrated unit will not be removable from the external housing. The systems shall have the size and direction of water flow through the system imprinted on the external housing.

Pressure Capability
The system shall operate up to a working pressure of 200 pounds per square inch (psi), without leakage or damage to any parts. The accuracy shall not be affected by variation of pressure up to 200 psi.

Required Operating Characteristics

<table>
<thead>
<tr>
<th>SIZE</th>
<th>LOW FLOW (95% Min)</th>
<th>OPERATING RANGE (98.5%-101.5%)</th>
<th>MAX HEADLOSS</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot;</td>
<td>.11 gpm</td>
<td>.18 to 25 gpm</td>
<td>2 psi @ 15 gpm</td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>.11 gpm</td>
<td>.18 to 35 gpm</td>
<td>2 psi @ 15 gpm</td>
</tr>
<tr>
<td>1&quot;</td>
<td>.30 gpm</td>
<td>.40 to 55 gpm</td>
<td>2 psi @ 25 gpm</td>
</tr>
</tbody>
</table>

COMMERCIAL WATER METERS

Scope
These specifications set forth the minimum acceptable design criteria and performance requirements for Turbine type cold water meters including the following potential service applications and general considerations:
• Intended where a moderately wide flow range is anticipated
• Measurement of water usage for typical billing applications
• Measurement intended for typical commercial and industrial applications
• Measurement of low flow usage above Compound Meter threshold levels
• Measurement of constant medium to extended high flow usage

Conformance to Standards
The meter package shall meet or exceed all requirements of ANSI/AWWA Standard C701 for Class II turbine meter assemblies. Each meter assembly shall be performance tested to ensure compliance. The meter package shall meet or exceed all requirements of NSF/ANSI Standard 61, Annex F and G.

Maincases
The meter maincase shall be of epoxy-coated ductile iron composition. The epoxy coating shall be provided as standard fusion-bonded and adhere to NSF for non-lead regulation compliance.

Performance
The meter assembly shall have performance capability of continuous operation up to the rated maximum flows as listed below without affecting long-term accuracy or causing any undue component wear. The meter assembly shall also provide a 25% flow capacity in excess of the maximum flows listed under Operating Range for intermittent flow demands. Maximum head loss
through the meter/strainer assembly shall not exceed those listed in the following table per meter size.

**Required Operating Characteristics**

<table>
<thead>
<tr>
<th>Size</th>
<th>Low Flow (95% Min.)</th>
<th>Operating Range (98.5-101.5%)</th>
<th>Pressure Loss (Maximum)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-1/2</td>
<td>.75 gpm</td>
<td>1.25 to 160 gpm 200 gpm</td>
<td>6.9 psi @ 160 gpm</td>
</tr>
<tr>
<td>2&quot;</td>
<td>1.0 gpm</td>
<td>1.5 to 200 gpm 250 gpm</td>
<td>7.0 psi @ 200 gpm</td>
</tr>
<tr>
<td>3&quot;</td>
<td>1.5 gpm</td>
<td>2.5 to 500 gpm 650 gpm</td>
<td>5.1 psi @ 500 gpm</td>
</tr>
<tr>
<td>4&quot;</td>
<td>2.0 gpm</td>
<td>3.0 to 1000 gpm 1250 gpm</td>
<td>8.7 psi @ 1000 gpm</td>
</tr>
<tr>
<td>6&quot;</td>
<td>2.5 gpm</td>
<td>4.0 to 2000 gpm 2500 gpm</td>
<td>8.2 psi @ 2000 gpm</td>
</tr>
<tr>
<td>8&quot;</td>
<td>4 gpm</td>
<td>5 to 3500 gpm 4700 gpm</td>
<td>5.1 psi @ 3500 gpm</td>
</tr>
<tr>
<td>10&quot;</td>
<td>5 gpm</td>
<td>6 to 5500 gpm 7000 gpm</td>
<td>7.2 psi @ 5500 gpm</td>
</tr>
</tbody>
</table>

**COMMERCIAL METER CONSTRUCTION**

**Measuring Chamber**
The measuring chamber shall consist of a measuring element, removable housing, and all-electronic register. The measuring element shall be mounted on a horizontal, stationary stainless steel shaft with sleeve bearings and be essentially weightless in water. The measuring element comes integrated with the advanced Floating Ball Technology design. The measuring element shall be capable of operating within the above-listed accuracy limits without calibration when transferred from one maincase to another of the same size. The measuring shall be so configured to capture all flows as specified above.

**Direct Magnetic Drive System**
The direct magnetic drive shall occur between the motion of the measuring element blade position and the electronic register. The direct drive system with Floating Ball Technology is designed to extend service life, enhance low-flow sensitivity and provide extended flow capacity and overall accuracy of the meter assembly. Any and all additional intermediate, magnetic, or mechanical drive couplings are not acceptable.

**Electronic Register**
The meter's register is all-electronic and must not contain any mechanical gearing to display flow and accurate totalization. The electronic register must include the following partial list of features:

- AMR resolution units fully programmable
- Pulse output frequency fully programmable
- Integral data logging capability
- Integral resettable accuracy testing feature
- Large, easy-to-read LCD display

**AMI RADIO TRANSCEIVER**
The Meter Transceiver is the radio frequency data collection device that attaches to the meter for the purpose of collecting and transmitting meter reading data, unique identification numbers, operating status information and various alarms. The Meter Transceiver must transmit on a Primary-Licensed Narrow band FCC frequency. The Meter Transceiver shall be a high-power (transmitting at up to two watts), two-way communication device that is available in through-the-lid pit mounting configurations utilizing the industry standard 1-¾” hole in the meter box lid. Higher power transceivers are preferred.
due to reading range considerations. The Meter Transceiver must also be available in configurations that can incorporate up to two meters.

Connection to the meter must be of the non-contact inductive coupling type. No metal-to-metal contact connections will be allowed. In addition, the Meter Transceiver must be programmable “over-the-air” to transmit both an hourly time-synchronized meter reading and usage/data transmitted to Host Software at a minimum of four (4) times per day. The Meter Transceiver must be capable of being programmed to transmit alarms for leak, broken pipe and reverse flow events. The Meter Transceiver must be able to deliver a “real time” reading from the meter when queried by the host software.

The device shall be capable of operating at temperatures of -30°F to +165°F (-34°C to +74°C) and be 100% submersible. The Meter Transceiver circuit board and battery shall be encapsulated in High Density Polyethylene (HDPE) for superior water ingress protection. The pit set Meter Transceiver must be suitable for operation in flooded pits and be able to be submerged for extended periods of time. The range will not be affected when the pit is flooded, provided the pit Meter Transceiver antenna is not submerged under water.

Power shall be supplied to the Meter Transceiver by a lithium battery and a capacitor. The Selected Consultant shall warrant that any Transceiver and battery shall be free of manufacture and design defects for a period of twenty (20) years. For the first ten (10) years from the date of shipment from the factory, any defective Transceiver will be replaced at no charge. For the second ten (10) years Transceivers will be warranted on a prorated basis, as long as the Meter Transceiver is working under the environmental and meter reading conditions specified.

**AMI SOFTWARE**

The AMI software must be hosted by the Selected Consultant and provide the following features:

The software must perform periodic import of granular interval data collected from meters. This data can be viewed in standard reports in a web interface or exported to another application (i.e. Excel) for viewing, manipulation, and analysis. Critical event alarms such as leak detection, zero usage, low battery, and potential theft conditions shall also be presented to the end user in order for them to take swift and appropriate action.

The web-based reporting function must provide a number of preconfigured reports. These reports must include, but shall not be limited to:

- Mapping
- Meter Status Reports
- Meter Reads
- Meter Events
- Alarms
- Meter Data Search
- Data Validation Reports

The AMI software user interface must be 100% browser based with no browser plug-ins or other client software required.

Billing export must be performed through a predefined (SFTP) secure file transfer to the existing billing software or CIS system.

The AMI software must have a GIS-based mapping functionality using ESRI integration. Mapping shall include display of all meters and collectors within the network. Views can be filtered on a number of different parameters consisting of events, reported date, and communication paths.
The AMI software shall include the ability to schedule critical reports based on normal utility functions. These reports must be automated, so that the correct reports are delivered automatically to the right personnel at specified intervals.

These reports shall include, but not be limited to, event types such as leaks, reverse flow, zero consumption, tampers, and system health. Reports shall be delivered via emails to selected individuals as specified by District personnel.

**COLLECTORS/NETWORK INFRASTRUCTURE**

Triunfo Sanitation District/Oak Park Water Service desires to minimize the number of collectors deployed to operate a successful AMI system. The network collectors must be long-range radio transceivers that can be mounted in NEMA-certified enclosures at strategic locations within the Oak Park service area. The collectors must utilize primary-use, FCC licensed frequencies in the 900 MHz narrowband PCS or MAS radio spectrum, and allow for outbound transmissions of at least 6 watts of power. The network must be a true two-way network and shall allow for time synchronization (+/- 1 Minute of NIST), firmware upgrades, real-time on-demand meter reads, and programming options to the collectors and the Meter Transceivers.

Proposers must include a Radio Propagation Study as part of their submittal. This study shall indicate the number of collectors needed to achieve 100% coverage of the TSD/Oak Park service area, as well as the exact location for each collector. Proposers must guarantee this study, and provide any additional collectors needed, plus labor to install said collectors, above and beyond the number stated in the study at no additional charge to TSD/Oak Park Water Service.

Components of the collectors shall include:
- GPS receiver with 1ms sampling
- Duplexer for single antenna; antenna combiner for multi-unit applications
- Low-noise receiver amplifier (LNA)
- IP-addressable power supply
- Battery charger
- 8-hour battery backup
- Alarms and reporting capability
- Backhaul via Ethernet/IP

Collectors shall have a minimum of 50 KHz bandwidth, receiver sensitivity shall be at least -122 dBm, and demodulation shall be 7 FSK at 8 kbps. FCC type acceptance shall be parts 15, 24, 90, and 101. Frequency stability shall be plus or minus .05 PPM at -22 to 140 degrees Fahrenheit (-30 to 60 degrees Celsius).

**CUSTOMER ACCESS PORTAL**

The Customer Portal shall provide Data Analysis & Reporting, Long-Term Data Retention and Customer Web Portal.

1. AMI software shall provide long-term data storage and analysis of historic consumption data.
2. Web portal must allow District customers to track and manage their water consumption.
3. System shall allow 24-hour customer-secured access to their account via a web portal.
4. Customer’s portal will allow customers to track water consumption, set water budgets, be notified via text message or email when consumption is near set water budget, be notified if a leak condition has occurred and allow customers to request service via the web portal.
5. 5-years of prepaid storage, analysis, and customer web presentment services must be included as part of the proposal.

#1 – The alerting function will store and manage 2-4 years of historical consumption data. The application will enable the utility to analyze that data in a variety of ways.
#2 - Customers may view their consumption data (by hour, day, month, year, and configurable time period). They can see how their usage compares to water budgets, similar users ("neighbors"), and previous time periods.

#3 - Customers may access the system using a standard Web browser at any time, 24 hours a day/7 days a week. The portal is password protected and secure. All data is backed up automatically. Customers may also allow other users--property manager, caretaker, landscape contractor, etc.--to access their online information and receive alerts.

#4 - Customers can establish billing and usage thresholds and if their consumption is trending to, or exceeds the specified values, receive an e-mail, text, or phone alert.

The Customer Portal shall review consumption data for each account several times per day to determine when a leak or other issue may have occurred. Customers register for online access to their accounts and then specify how they want to be contacted--e-mail, text, or phone call. Customers can view a history of alerts in the portal and communicate messages back to the utility. They can request to be contacted.

**SUPPORT AND WARRANTY**

**Performance Warranties**

In evaluating bid submittals, warranty coverage will be considered. All Proposers are required to submit their most current *nationally published* warranty statements for all components submitted as part of this RFP response. All meters, endpoints, and data collectors shall be manufactured by a single company and must be sold through one point of contact to simplify installation, maintenance, replacement, and warranty management. Proposers must also describe how support, both on site and otherwise, will be delivered to TSD/Oak Park Water Service.

**INSTALLATION METHODS**

Foreign material must not be allowed to enter the water meter while being installed. Any parts, tools, construction debris, or other foreign material that accidentally enters the meter or service line must be recovered before installation of any and all water meters.

All water meters shall be replaced and placed back into service as soon as possible. No water service shall remain out of service without prior approval of TSD/Oak Park Water Service.

All debris resultant from the Bidder's excavation or construction operation shall be removed from each installation site the same day at the Bidder's expense. No excess materials shall be dumped on private property or deposited into the storm drains or sewer. All materials removed shall be disposed of outside of the street rights-of-way, which shall be left with a clean and finished appearance.

Any water service lines, meter couplings, angle meter valves, service fittings, irrigation lines, sprinkler heads, meter boxes or lids damaged during excavation or installation shall be repaired and water tested with the District's inspector present, PRIOR to any backfill or pouring of sidewalk or concrete pad.

All existing landscaping, ground cover, grass, plants, shrubs, and/or trees which are damaged during construction shall be replaced with the same type or approved variety within 48 hours.

The Selected Consultant shall be responsible for recycling of all scrap meters and shall provide TSD/Oak Park Water Service a full accounting by size and type, and a credit for said material to the final Project cost.

All documentation related to the scrap meter recycling process, including but not limited to payment invoices showing price per pound and total weight from the scrap dealer, shall be presented to TSD/Oak Park Water Service for accounting reconciliation.

**1.4. MINIMUM QUALIFICATIONS**
Minimum qualifications include:

- Licensed to do business in the State of California or provide a commitment to become licensed in California within thirty (30) calendar days of being selected as the Apparent Selected Consultant;
- Experience in providing, installing, and maintaining automated meter reading systems of the type and scope outlined in Section 1.3 of this RFP;
- At least five (5) years of directly applicable experience in the selection, installation, and maintenance of automated meter reading systems;
- Successful completion of a minimum of two (2) projects of similar size and scope as that called for in this RFP.

1.5. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is set at 396 consecutive calendar days, and is tentatively scheduled to begin on or about August 1, 2014 and to end on or about August 31, 2015. The actual start date of the period of performance will be determined by the issuance of a Notice to Proceed by TSD to the Selected Consultant. The schedule for the Scope of Work shall be specified in an executed Personal Service Contract between TSD and the Selected Consultant. A sample Personal Service Contract is attached to this RFP as Exhibit B. The approval of any changes to an executed Personal Service Contract shall be at the sole and absolute discretion of TSD.

1.6. DEFINITIONS

Apparent Selected Consultant means the qualified Consultant who submits a Proposal in response to this RFP and is selected by TSD to perform the Scope of Work anticipated by this RFP conditioned upon the execution of a Personal Service Contract.

Consultant means any qualified individual or company that may or does submit a proposal in response to this RFP.

Personal Service Contract means a written contract by and between TSD and the Selected Consultant that specifies the Scope of Work anticipated by this RFP and other contractual matters. The terms and conditions of the Personal Service Contract shall be negotiated by and between TSD and the Apparent Selected Consultant and shall be in substantially the same form as those set forth in the Sample Personal Service Contract attached to this RFP as Exhibit B.

Proposal means a formal offer submitted by a qualified Consultant in response to and in the form required by this RFP.

Proposer means an individual or company that submits a proposal in response to and in the form required by this RFP.

Request for Proposals (RFP) means this formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of the RFP is to permit the Consultant community to suggest various approaches to meet the need at a given price.

Selected Consultant means the Apparent Selected Consultant who enters into a Personal Service Contract. The Selected Consultant may be referred to as the “Consultant” in the Personal Service Contract.

Triunfo Sanitation District ("TSD" or "District") means the agency which issued this RFP and which may award a Personal Service Contract to a Selected Consultant.
Unsuccessful Consultant means a Consultant who has submitted a proposal and has been notified by TSD that they were not selected for award of a Personal Service Contract.

1.7 PROJECT BUDGET/ESTIMATED PROJECT COST

The estimated cost for this project is $2,200,000.

2. GENERAL INFORMATION FOR CONSULTANTS

2.1. RFP COORDINATOR

The RFP Coordinator is the sole point of contact at TSD for this procurement. All communication between the Consultant and TSD upon release of this RFP shall be with the RFP Coordinator, as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Josie Guzmán, Clerk of the Board</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-Mail Address</td>
<td><a href="mailto:josieguzman@triunfosanitation.com">josieguzman@triunfosanitation.com</a></td>
</tr>
<tr>
<td>Mailing Address</td>
<td>Triunfo Sanitation District</td>
</tr>
<tr>
<td></td>
<td>1001 Partridge Drive, Suite 150</td>
</tr>
<tr>
<td></td>
<td>Ventura, CA 93003-0704</td>
</tr>
<tr>
<td>Phone Number</td>
<td>(805) 658-4642</td>
</tr>
<tr>
<td>Fax Number</td>
<td>(805) 658-4633</td>
</tr>
</tbody>
</table>

Any other communication will be considered unofficial and non-binding on TSD. Consultants are to rely only on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

<table>
<thead>
<tr>
<th>Activity</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Request for Proposals</td>
<td>May 14, 2014</td>
</tr>
<tr>
<td>Question &amp; answer period (only questions submitted</td>
<td>May 14, 2014 - June 13, 2014</td>
</tr>
<tr>
<td>prior to 5:00 p.m., Pacific Time, on June 13, 2014 will be considered)</td>
<td></td>
</tr>
<tr>
<td>Issue last addendum to RFP</td>
<td>June 16, 2014</td>
</tr>
<tr>
<td>Proposals due</td>
<td>June 27, 2014</td>
</tr>
<tr>
<td>Evaluate proposals</td>
<td>June 30, 2014 - July 11, 2014</td>
</tr>
<tr>
<td>Conduct oral interviews with finalists, if required</td>
<td>July 14, 2014 - July 15, 2014</td>
</tr>
<tr>
<td>Announce “Apparent Selected Consultant” and send notification via fax or e-mail to unsuccessful Proposers</td>
<td>July 18, 2014</td>
</tr>
<tr>
<td>Obtain Board Approval of Contract with Selected Consultant</td>
<td>July 28, 2014</td>
</tr>
</tbody>
</table>
2.3. SUBMISSION OF PROPOSALS

Submit four (4) original copies of your proposal and qualifications. In a separate envelope, submit one (1) copy of the proposed fee. The proposal, whether mailed or hand delivered, must arrive at TSD no later than 12:00 p.m., Pacific Time, on June 27, 2014, at the following address:

Triunfo Sanitation District  
c/o Josie Guzmán, Clerk of the Board  
1001 Partridge Drive, Suite 150  
Ventura, CA 93003-0704

Envelopes should be clearly marked to the attention of the RFP Coordinator, Josie Guzmán.

Consultants mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Consultants assume the risk for the method of delivery chosen. TSD assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using facsimile transmission.

Late proposals will not be accepted and will be automatically disqualified from consideration. All proposals and accompanying documentation become the property of TSD and will not be returned.

2.4. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Proposals submitted in response to this competitive procurement shall become the property of TSD. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by a representative of the TSD Board of Directors, or his/her designee, and the Selected Consultant; thereafter, the proposals shall be deemed public records as defined by California law.

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of state or federal law that provides for such nondisclosure must be clearly designated. The information must be clearly identified and the particular exemption from disclosure upon which the Consultant is making the claim must be cited. Each page containing the information claimed to be exempt from disclosure must be clearly identified by the words "Proprietary Information" printed on the lower right hand corner of the page. Marking the entire proposal exempt from disclosure or as Proprietary Information will not be honored.

If a public records request is made for the information that the Consultant has marked as "Proprietary Information," TSD will notify the Consultant of the request and of the date that the records will be released to the requester unless the Consultant obtains a court order enjoining that disclosure. If the Consultant fails to obtain the court order enjoining disclosure, TSD will release the requested information on the date specified. If a Consultant obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to state or federal law that provides for nondisclosure, TSD shall maintain the confidentiality of the Consultant's information per the court order.

A charge will be made for copying and shipping. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.
2.5. EXCEPTIONS TO THIS RFP

The Proposer shall either confirm that it takes no exceptions to this RFP and its attachments or, if the Proposer does take exception(s) to any portion of the RFP, a thorough explanation of the specific portion of the RFP to which exception is taken shall be submitted in writing.

2.6. REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided via the TSD website (triunfosanitation.com/AMR). Proposer shall confirm in its Proposal the receipt of all addenda issued to this RFP. Proposer is not required to include copies of the actual addenda in its Proposal. TSD also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.7. QUESTIONS AND ANSWERS

Questions regarding any aspect of this RFP must be submitted in writing to the RFP Coordinator (See Section 2.1). The question and answer period will run from May 14, 2014 to June 13, 2014. Questions and answers will be posted on the project web page: triunfosanitation.com/amr. No written technical questions regarding this RFP will be considered after the designated date.

2.8. ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by TSD from the due date for receipt of proposals.

2.9. RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Consultant is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive. TSD also reserves the right at its sole discretion to waive minor administrative irregularities.

2.10. MOST FAVORABLE TERMS

TSD reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Consultant can propose. There will be no best and final offer procedure. TSD does reserve the right to contact a Consultant for clarification of its proposal.

The Apparent Selected Consultant should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Consultant’s proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to TSD.

2.11. CONTRACT AND GENERAL TERMS & CONDITIONS

The Apparent Selected Consultant will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances form, Exhibit A, to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit A, Certifications and Assurances form. TSD will review requested exceptions and accept or reject the same at its sole discretion.
2.12. **COSTS TO PROPOSE**

TSD will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.13. **NO OBLIGATION TO CONTRACT**

This RFP does not obligate TSD to contract for services specified herein.

2.14. **REJECTION OF PROPOSALS**

TSD reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.15. **COMMITMENT OF FUNDS**

The TSD Board of Directors, or its designee, is the only entity who may legally commit TSD to the expenditure of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.16. **INSURANCE COVERAGE**

The Consultant shall procure and maintain for the duration of the Personal Service Contract, and for 5 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees, or subconsultants.

**Minimum Scope and limit of Insurance**

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than $5,000,000 per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.
4. **Builder’s Risk** (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.
5. **Surety Bonds** as described below.
6. **Professional Liability** (if Design/Build), with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.
7. **Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards) with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the Consultant shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officers, employees, agents, or authorized volunteers; or the Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:
1. **The District, its directors, officers, employees, agents, or authorized volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).
2. For any claims related to this project, the **Consultant’s insurance coverage shall be primary insurance as respects the District, its directors, officers, employees, agents, or authorized volunteers**. Any insurance or self-insurance maintained by the District, its directors, officers, employees, agents, or authorized volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the District.

Builder’s Risk (Course of Construction) Insurance
The Consultant may submit evidence of Builder’s Risk insurance in the form of Course of Construction coverage. Such coverage shall **name the District as a loss payee** as their interest may appear. If the project does not involve new or major reconstruction, at the option of the District, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the District’s site.

Claims Made Policies
If any coverage required is written on a claims-made coverage form:
1. The retroactive date must be shown, and this date must be before the execution date of the Personal Service Contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of Personal Service Contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Personal Service Contract effective, or start of work date, the Consultant must purchase extended reporting period coverage for a minimum of five (5) years after completion of Personal Service Contract work.
4. A copy of the claims reporting requirements must be submitted to the District for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Consultant’s Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Consultant’s Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the District.

Waiver of Subrogation
The Consultant hereby agrees to waive rights of subrogation which any insurer of the Consultant may acquire from the Consultant by virtue of the payment of any loss. The Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by the Consultant, its directors, officers, employees, agents, or authorized volunteers.

Verification of Coverage
The Consultant shall furnish the District with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this Personal Service Contract. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subconsultants
The Consultant shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and the Consultant shall ensure that the District is an additional insured on insurance required from subconsultants. For CGL coverage, subconsultants shall provide coverage with a format least as broad as CG 20 38 04 13.

Surety Bonds
The Consultant shall provide the following Surety Bonds:
1. Bid bond
2. Performance bond
3. Payment bond
4. Maintenance bond
The Payment Bond and the Performance Bond shall be in a sum equal to the Personal Service Contract price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the Personal Service Contract is for longer than one year, a Maintenance Bond equal to 10% of the Personal Service Contract price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances
Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

3. PROPOSAL CONTENTS

Proposals must be written in English and submitted on eight and one-half by eleven inch (8½” x 11”) paper with tabs separating the major sections of the proposal. The four major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP)
2. Technical Proposal
3. Management Proposal
4. Cost Proposal

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Consultant in preparing a thorough response.

Items marked “mandatory” must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1. LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship; e.g., the president or executive director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Consultant and any proposed Subconsultants:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (president, vice president, treasurer, chairperson of the board of directors, etc.)
3. Legal status of the Consultant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number.
5. Location of the facility or office from which the Consultant would operate.

3.2. TECHNICAL PROPOSAL (SCORED)

The Technical Proposal must contain a comprehensive description of services including the following elements:

A. Project Approach/Methodology - Include a complete description of the Consultant’s proposed approach and methodology for the project. This section should convey Consultant’s understanding of the proposed project.

B. Work Plan - Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Consultant’s knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of TSD staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.

C. Project Schedule - Include a project schedule indicating when the elements of the work will be completed. The project schedule must ensure that any deliverables requested are met.

D. Outcomes and Performance Measurement - Describe the impacts/outcomes the Consultant proposes to achieve as a result of the delivery of these services, including how these outcomes would be monitored, measured, and reported to TSD.
E. **Risks** - The Consultant must identify potential risks that are considered significant to the success of the project. Include how the Consultant would propose to effectively monitor and manage these risks, including reporting of risks to TSD’s contract manager.

F. **Deliverables** - Fully describe deliverables to be submitted under the proposed contract. Deliverables must support the requirements set forth in Section 1.3, Objectives and Scope of Work.

### 3.3. MANAGEMENT PROPOSAL

#### A. Project Management (SCORED)

1. **Project Team Structure/Internal Controls** - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any Subconsultants. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.

2. **Staff Qualifications/Experience** - Identify staff, including Subconsultants, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide résumés for the named staff, which include information on each individual’s particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of TSD.

#### B. Experience of the Consultant (SCORED)

1. Indicate the experience the Consultant and any Subconsultants have in the following areas associated with the scope of work:
   
   a. Public water supply;
   
   b. Industry best practices;
   
   c. Provision and installation of automated meter reading systems.

2. Indicate other relevant experience that indicates the qualifications of the Consultant, and any Subconsultants, for the performance of the potential contract.

3. Include a list of contracts the Consultant has had during the last five years that relate to the Consultant’s ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

#### C. Related Information (MANDATORY)

1. If the Consultant or any Subconsultants contracted with TSD or VRSD during the past 24 months, indicate the contract number and project description and/or other information available to identify the contract.

2. If the Consultant’s staff or Subconsultants’ staff was an employee of TSD or VRSD during the past 24 months, identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date.
3. If the Consultant has had a contract terminated for default in the last five (5) years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant’s non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.

4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant's position on the matter. TSD will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Consultant in the past five years, so indicate.

D. References (SCORED)

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three (3) business references for the Consultant and three (3) business references for the lead staff person for whom work has been accomplished and briefly describe the type of service provided. Do not include current TSD or VRSD staff as references. By submitting a proposal in response to this Work Request, the vendor and team members grant permission to TSD to contact these references and others, who from TSD’s perspective, may have pertinent information. TSD may or may not, at TSD’s discretion, contact and evaluate references.

3.4. COST PROPOSAL

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFP.

A. Identification of Costs (SCORED)

By submitting a proposal in response to this RFP, the Proposer acknowledges that he/she has carefully examined the Project plans and specifications as outlined in this RFP and that he/she has examined the location of the proposed work and hereby proposes to furnish all materials, except those specified to be provided by the District, and perform all the work required to complete the said Project in accordance with said plans and specifications. The Selected Consultant will have nine months to complete the Project unless otherwise agreed to by both the Selected Consultant and TSD/Oak Park Water Service. Proposed costs for the Project are to be submitted in the following format:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>QTY</th>
<th>Unit Price</th>
<th>Unit Price in Words</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Installation (labor for installation of materials and equipment as described in these specifications)</td>
<td>1</td>
<td>Lump Sum</td>
<td>Not applicable</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>3/4&quot; x 3/4&quot; x 7.5&quot; Water Meter</td>
<td>3683</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>3/4&quot; x 3/4&quot; x 9&quot; Water Meter</td>
<td>55</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>QTY</td>
<td>Unit Price</td>
<td>Unit Price in Words</td>
<td>Total Cost</td>
</tr>
<tr>
<td>------</td>
<td>---------------------------</td>
<td>-----</td>
<td>------------</td>
<td>---------------------</td>
<td>------------</td>
</tr>
<tr>
<td>4</td>
<td>3/4&quot; x 1&quot; Water Meter</td>
<td>582</td>
<td>582</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>1&quot; Water Meter</td>
<td>59</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>1.5&quot; Water Meter <em>Potable</em></td>
<td>18</td>
<td>18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>2&quot; Water Meter <em>Potable</em></td>
<td>284</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>2&quot; Water Meter <em>Reclaimed</em></td>
<td>99</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>3&quot; Water Meter <em>Potable</em></td>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>3&quot; Water Meter <em>Reclaimed</em></td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>4&quot; Water Meter <em>Potable</em></td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>4&quot; Water Meter <em>Reclaimed</em></td>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>6&quot; Water Meter <em>Reclaimed</em></td>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>AMI <em>pitset</em> Radio Transceivers</td>
<td>4793</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>QTY</td>
<td>Unit Price</td>
<td>Unit Price in Words</td>
<td>Total Cost</td>
</tr>
<tr>
<td>------</td>
<td>------------------------------------------------------------------------------</td>
<td>---------</td>
<td>------------</td>
<td>---------------------</td>
<td>------------</td>
</tr>
<tr>
<td>15</td>
<td>AMI Collectors, including installation and configuration</td>
<td>As Needed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Total cost for all meters, AMI hardware and installation</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**SOFTWARE AND HOSTING COSTS**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Year One</th>
<th>Year Two</th>
<th>Year Three</th>
<th>Total Price for Three Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>17</td>
<td>MDMS Software to be hosted by vendor. Training and support costs to be included. Collector maintenance, both labor and components to be included. <em>Price reflects annual charge to District.</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Customer Portal Software to be hosted by vendor. Training and support cost to be included. <em>Price reflects annual charge to District.</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Three year GUARANTEED total charges for above software and support</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

Note: Higher costs for year one are expected to allow for software set up, configuration, training, and integration to billing system. Vendor may spread those costs over two years if desired. However, the cost for year three must reflect **only ongoing annual hosting and support**.

The cost proposal is to be submitted in a separate package. Only one (1) copy of the cost proposal should be submitted.

4. EVALUATION AND CONTRACT AWARD

4.1. EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by TSD, which will determine the ranking of the proposals.

TSD, at its sole discretion, may elect to select the top-scoring firms as finalists for oral presentations.

The RFP Coordinator may contact the Consultant for clarification of any portion of the Consultant’s proposal.
After discussion and ranking by TSD, the Apparent Selected Consultant will be asked to enter into negotiations for the Automated Meter Reading System contract. In the event that a fee cannot be agreed upon with the highest-ranking firm, TSD will terminate negotiations and enter into negotiations with the next highest-ranking firm.

4.2. EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the proposal for evaluation purposes:

Technical Proposal – 60%  
- Project Approach/Methodology 20 points (maximum)
- Quality of Work Plan 20 points (maximum)
- Project Schedule 10 points (maximum)
- Project Deliverables 10 points (maximum)

Management Proposal – 30%  
- Relevant Experience 10 points (maximum)
- Project Team Qualifications 10 points (maximum)
- References 10 points (maximum)

Cost Proposal – 10%  
- 10 points

TOTAL 100 POINTS

TSD reserves the right to award the contract to the Consultant whose proposal is deemed to be in the best interest of TSD.

4.3. ORAL PRESENTATIONS MAY BE REQUIRED

TSD may, after evaluating the written proposals, elect to schedule oral presentations of the finalists. Should oral presentations become necessary, TSD will contact the top-scoring firm(s) from the written evaluation to schedule a date, time, and location. Commitments made by the Consultant at the oral interview, if any, will be considered binding. The scores from the written evaluation and the oral presentation, combined together, will determine the Apparent Selected Consultant.

4.4. NOTIFICATION TO PROPOSERS

TSD will notify the Apparent Selected Consultant of its selection in writing upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by e-mail or facsimile.

4.5. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Any Consultant who has submitted a proposal and been notified that they were not selected for contract award may request a debriefing conference. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Unsuccessful Consultant Notification is e-mailed or faxed to the Consultant. Debriefing conference requests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Ventura, California on the third business day following the transmittal of the Unsuccessful Consultant Notification. The debriefing must be held within three (3) business days of the date that the request is received by TSD.
Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of the firm’s proposal;
- Critique of the proposal based on the evaluation;
- Review of Proposer’s final score in comparison with other final scores without identifying the other firms.

Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

4.6. PROTEST PROCEDURE

Protests may be made only by Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed three (3) business days to file a protest of the Apparent Selected Consultant selection with the RFP Coordinator. Protests must be received by the RFP Coordinator no later than 5:00 PM, local time, in Ventura, California, on the third business day following the debriefing conference. Protests may be submitted by e-mail or facsimile, but must then be followed by the document with an original signature.

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing, addressed to the RFP Coordinator, and signed by the protesting party or an authorized Agent. The protest must state the RFP title, the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or TSD policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator’s professional judgment on the quality of a proposal, or 2) TSD’s assessment of its own and/or other agencies’ needs or requirements.

Upon receipt of a protest, a protest review will be held by TSD. A representative of the Board of Directors, or a designee of the Board of Directors who was not involved in the procurement, will consider the record and all available facts and issue a decision within five (5) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Consultant that also submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold TSD’s action; or
- Find only technical or harmless errors in TSD’s acquisition process and determine TSD to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide TSD options which may include:
  -- Correct the errors and reevaluate all proposals, and/or
  -- Reissue the solicitation document and begin a new process, or
  -- Make other findings and determine other courses of action as appropriate.

If TSD determines that the protest is without merit, TSD will enter into a contract with the Apparent Selected Consultant. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5. RFP EXHIBITS

  Exhibit A   Certifications and Assurances

  Exhibit B   Sample Personal Service Contract Format including General Terms and Conditions (GT&Cs)
EXHIBIT A – CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract:

1. I/we declare that all answers and statements made in the proposal are true and correct.

2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.

3. The attached proposal is a firm offer for a period of 120 days following receipt, and it may be accepted by Triunfo Sanitation District without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 120-day period.

4. In preparing this proposal, I/we have not been assisted by any current or former employee of Triunfo Sanitation District or Ventura Regional Sanitation District whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. If there are exceptions to these assurances, I/we have described them in full detail on a separate page attached to this document.

5. I/we understand that Triunfo Sanitation District will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of Triunfo Sanitation District, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.

6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly, to any other Proposer or to any competitor.

7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.

8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

9. I/we grant Triunfo Sanitation District the right to contact references and others who may have pertinent information regarding the ability of the Consultant and the lead staff person to perform the services contemplated by this RFP.

I/we (circle one) are / are not submitting proposed Contract exceptions. (See Section 2.11, Contract and General Terms and Conditions.) If Contract exceptions are being submitted, I/we have attached them to this form.

On behalf of the Consultant submitting this proposal, my name below attests to the accuracy of the above statement.

________________________________________
Signature of Proposer

________________________________________  _________________________
Title Date

May 15, 2014
THIS AGREEMENT is made and entered into by and between the TRIUNFO SANITATION DISTRICT, a public agency formed pursuant to California Health & Safety Code Section 4700 et seq. (“DISTRICT”) and CONSULTANT NAME (“CONSULTANT”).

RECVITALS

A. DISTRICT has a need to engage the specialized services of an experienced firm to (insert scope of project) (“PROJECT”).

B. Based on CONSULTANT’s answer to a request for proposals, and previous service to other public agencies, DISTRICT desires to select CONSULTANT as the best qualified firm for the PROJECT. The selection of Consultant shall be in conformance with Section 402 of the DISTRICT’s Purchasing Resolution No. 89-13.

C. CONSULTANT represents it possesses the necessary skills and experience to perform the services required to complete the PROJECT, and is willing to contract with DISTRICT.

D. The parties enter into this AGREEMENT to set forth their respective rights and obligations.

AGREEMENT

ARTICLE 1: RECITALS

The foregoing Recitals are hereby incorporated by reference as if set forth in full herein.

ARTICLE 2: SCOPE OF WORK; SCHEDULE; CHANGES

A. Scope of Work. DISTRICT hereby retains CONSULTANT to perform services required to complete the PROJECT, which services are more specifically described in the SCOPE OF WORK attached hereto as Exhibit “A” and incorporated herein by this reference.

B. Schedule. The time for performance by CONSULTANT will begin upon issuance of Notice to Proceed by the DISTRICT. The work shown in the Scope of Work shall be completed within the term specified within the SCHEDULE. CONSULTANT shall diligently pursue and coordinate the various tasks contained in the SCHEDULE, as set forth in this AGREEMENT. The SCHEDULE may be modified by written consent of
the DISTRICT, but only in the event that such modifications are necessary due to revisions in the SCOPE OF WORK caused by the DISTRICT or for reasons beyond the control of the CONSULTANT or it is mutually agreed upon and a written request for modification is made at least 10 days prior to the end of the SCHEDULE. Completion of additional services will be done pursuant to Article 2, Section C – Changes.

C. Changes. Changes to this AGREEMENT or to the Scope of Work of the PROJECT shall become effective only when a written change order is executed by the DISTRICT and CONSULTANT in compliance with this provision. CONSULTANT agrees to notify DISTRICT promptly of any factor, occurrence, or event coming to its attention that may affect CONSULTANT’s ability to meet the requirements of this AGREEMENT, or that is likely to occasion any material delay in the SCHEDULE.

D. Representations and Warranties. CONSULTANT hereby represents and warranties that it will perform all work under this AGREEMENT in a workmanlike manner, with professional diligence and skill, and in accordance with applicable law. This warranty shall extend for the term of this AGREEMENT. CONSULTANT further represents that all work product and deliverables delivered by CONSULTANT to DISTRICT under this AGREEMENT may be lawfully used by DISTRICT.

ARTICLE 3: CONSULTANT REPRESENTATIVE

CONSULTANT shall designate a representative who shall represent CONSULTANT and be its sole contact and agent in all consultations with DISTRICT during fulfillment of the terms of this AGREEMENT. CONSULTANT’s representative shall be (name of representative). In the event (name of representative) becomes unavailable, CONSULTANT shall immediately designate another representative satisfactory to DISTRICT. CONSULTANT shall use its best efforts in providing services to DISTRICT and shall cooperate with DISTRICT and provide DISTRICT with all available information and assistance in relation to the Project.

ARTICLE 4: DISTRICT STAFF COORDINATOR

DISTRICT shall assign a Staff Coordinator to work directly with CONSULTANT in connection with CONSULTANT’s services to be performed under this AGREEMENT. DISTRICT’s Staff Coordinator shall be (name of staff coordinator), (title of staff coordinator). In the event (name of staff coordinator) becomes unavailable, DISTRICT shall immediately designate another representative satisfactory to CONSULTANT.

ARTICLE 5: EFFECTIVE DATE; TERM

This AGREEMENT shall be deemed effective upon full execution by both DISTRICT and CONSULTANT. Unless otherwise extended in writing by both parties, or otherwise terminated in accordance with the provisions of this AGREEMENT, this AGREEMENT shall automatically terminate on (agreed date of termination).

ARTICLE 6: SUSPENSION/TERMINATION

All work shall be done in a diligent and professional manner to DISTRICT’s satisfaction. CONSULTANT specifically acknowledges and agrees that DISTRICT may suspend or terminate CONSULTANT’s services at any time with or without cause, regardless of whether CONSULTANT’s services or the Project are completed. Any termination or any special instructions hereunder from DISTRICT shall be made in writing. In the event of such termination or suspension exceeding three (3) months, CONSULTANT shall have the right to expend additional time to assemble the work in progress for the particular section of work for the purpose of proper filing and closing the job. Such additional time shall not exceed ten percent of the total time expended on the section or sections of work suspended at and to the date of the notice of suspension or termination, and shall not increase CONSULTANT’s total compensation beyond the maximum stated in Article 10.
In the event suspension of services exceeds twelve (12) months in duration, CONSULTANT may, by not less than thirty (30) days’ written notice, terminate the services as they apply to the suspended portion of the project. In the event this AGREEMENT is terminated by either DISTRICT or CONSULTANT, all reports, specifications and appurtenant data shall be delivered by CONSULTANT to DISTRICT and may be used by DISTRICT.

A. **Suspension/Termination without Cause.** All work shall be done in a diligent and professional manner to DISTRICT’s satisfaction. CONSULTANT specifically acknowledges and agrees that DISTRICT may, at any time and in its sole discretion, suspend or terminate any or all work outstanding, or any portion thereof, immediately upon written notice to CONSULTANT. Any special instructions related to CONSULTANT’s suspension or termination hereunder from DISTRICT shall be made in writing.

Upon CONSULTANT’s receipt of notice of suspension or termination, CONSULTANT shall inform DISTRICT, in writing, of the extent to which performance has been completed through such date and collect and deliver to DISTRICT, within fourteen (14) days from receipt of the notice of termination, all of CONSULTANT’s work product and deliverables, including, without limitation, all reports, specifications, and appurtenant data, then existing. CONSULTANT hereby represents and warranties that said work product and deliverables provided by CONSULTANT may be used by DISTRICT.

Upon CONSULTANT’s delivery of all work product and deliverables as required by this provision, DISTRICT shall pay CONSULTANT any unpaid amounts for CONSULTANT’s work up until the date CONSULTANT received its notice of suspension or termination. Those unpaid amounts shall be calculated based upon CONSULTANT’s hourly rates as specified in Exhibit “C” and hours worked as evidenced by an invoice submitted by CONSULTANT in sufficient detail to show the total amount of work done and materials furnished by CONSULTANT and incorporated into the work from the date of CONSULTANT’s last payment up to the date of suspension or termination. When possible, such invoice shall include the name and title of each person performing work, date, and brief description of the work performed, number, and type of hours worked, and labor rate. DISTRICT shall review and approve CONSULTANT’s invoice for accuracy and agree with CONSULTANT on any adjustments that may be appropriate. Such approvals shall not be unreasonably withheld. DISTRICT shall pay CONSULTANT for all approved work and materials within 30 days of agreement on the amount of the invoice. In the event of disagreement with CONSULTANT on adjustments or disallowances, said amounts and disputes shall be withheld until resolved. Upon resolution of the disagreements, payment of the approved amount shall be made within 30 days. In no case shall the above-referenced unpaid amounts increase CONSULTANT’s total compensation beyond the maximum stated in Article 10.

B. **Termination with Cause.** This AGREEMENT may be terminated by either party upon fifteen (15) days written notice to the other party in the event of a breach of a material provision of the AGREEMENT by the other party, provided that, during the fifteen (15) day period, the breaching party fails to cure such breach.

C. **Survival.** In the event of any termination of this AGREEMENT, all obligations and responsibilities of CONSULTANT shall survive and continue in effect and shall inure to the benefit of and be binding upon the parties and their legal representatives, heirs, successors, and assigns. The termination of any provision of this AGREEMENT shall not excuse a prior breach of that provision.

**ARTICLE 7: INDEPENDENT CONTRACTOR RELATIONSHIP**

A. It is expressly understood between the parties that no employee/employer relationship is intended, the relationship of CONSULTANT to DISTRICT being that of an independent contractor. Nothing in this AGREEMENT shall constitute the arrangement to be employment, a joint venture, or a partnership.
CONSULTANT shall be solely responsible for and shall hold DISTRICT harmless for any and all claims for taxes, fees, or costs, including, without limitation, withholding, income tax, health benefits, FICA, and workers compensation.

B. CONSULTANT is solely responsible for selecting the means, methods, and procedures for performing its services hereunder as assigned by DISTRICT and for coordinating all portions of the work so the results will be satisfactory to DISTRICT. CONSULTANT will supply all tools and instrumentalities required to perform its services under this AGREEMENT.

C. CONSULTANT pursuant to this AGREEMENT is rendering professional services only and any payments made to it are compensation solely for such services as it may render and recommendations it may make in the performance of services.

D. DISTRICT does not undertake by this AGREEMENT or otherwise to perform any obligation of CONSULTANT, whether by regulation or contract. In no way is CONSULTANT or its employees, agents, or authorized subconsultants to be construed as the agent or to be acting as the agent of DISTRICT in any respect, any other provisions of this AGREEMENT notwithstanding.

ARTICLE 8: COMPLIANCE WITH LAWS

CONSULTANT shall be solely responsible for giving all notices and complying with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority relating to CONSULTANT’s work, the safety of the persons or property involved, and their protection from damage or injury. CONSULTANT shall defend, indemnify, and hold DISTRICT harmless from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description, including attorneys fees and costs, brought or recovered against DISTRICT, for or on account of any negligent violation of said laws, ordinances, rules, regulations, and orders in connection with work performed by CONSULTANT under this AGREEMENT.

ARTICLE 9: CONFIDENTIAL RELATIONSHIP/TITLE TO DOCUMENTS

CONSULTANT agrees that all dealings of the parties under this AGREEMENT shall be confidential and no report, data, information, or communication developed, prepared or assembled by CONSULTANT under this AGREEMENT, or any information made available to CONSULTANT by DISTRICT, shall be revealed, disseminated, or made available by CONSULTANT to any person or entity other than DISTRICT without the prior written consent of DISTRICT. All data, calculations, drawings, and other documents developed, prepared, completed, or acquired by CONSULTANT during the performance of its services hereunder shall be turned over to DISTRICT upon termination of this AGREEMENT. Costs to assemble, package and transmit information submitted to DISTRICT shall be entirely the responsibility of CONSULTANT and subconsultants and shall not be chargeable in any way to the DISTRICT.

ARTICLE 10: PAYMENT TO CONSULTANT

A. Total fees to be paid by DISTRICT to CONSULTANT for CONSULTANT’s services described herein shall not exceed $(agreed contract maximum fee), unless another amount is mutually agreed upon by the parties in a written amendment to this AGREEMENT. Except as may otherwise be provided in this AGREEMENT, DISTRICT shall pay CONSULTANT in accordance with the schedule attached hereto as Exhibit “C” and incorporated herein by this reference.

B. In the event that the parties mutually agree to execute a written change order pursuant to ARTICLE 2, Section C, the fees to be charged by CONSULTANT related to said change order shall be based on CONSULTANT’s hourly rates set forth in Exhibit “D.” DISTRICT’s District Manager is hereby authorized to
execute on behalf of the DISTRICT any written change order, provided that any written change order resulting in the payment of additional fees to CONSULTANT exceeding $2500.00 be approved by the Board of Directors prior to execution by the District Manager. Any additional compensation to CONSULTANT resulting from a duly executed change order shall be added to and payable as part of the CONSULTANT’s final payment.

C. No payment made under this AGREEMENT, except the final payment, shall be conclusive evidence of CONSULTANT’s performance of the AGREEMENT, either wholly or in part, and no payment shall be construed to be an acceptance of CONSULTANT’s services performed. DISTRICT shall provide CONSULTANT with written documentation of completion of work along with final payment.

ARTICLE 11: INDEMNIFICATION AND HOLD HARMLESS

A. To the fullest extent permitted by law, CONSULTANT shall immediately defend, indemnify and hold harmless the DISTRICT, its directors, officers, employees, agents or authorized volunteers, and each of them from and against:

1. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including DISTRICT and/or CONSULTANT, or any directors, officers, employees, agents or authorized volunteers of DISTRICT or CONSULTANT and damages to or destruction of property of any person, including but not limited to, DISTRICT and/or CONSULTANT or their directors, officers, employees, agents or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this AGREEMENT, however caused, regardless of any negligence of DISTRICT or its directors, officers, employees, agents or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of DISTRICT or its directors, officers, employees, agents or authorized volunteers; CONSULTANT shall immediately defend upon the DISTRICT tender, at CONSULTANT'S own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against DISTRICT, its officials, officers, employees, agents, authorized volunteers and representatives, notwithstanding whether CONSULTANT’S liability is or can be established;

2. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of CONSULTANT;

3. Any and all losses, expenses, damages (including damages to the work itself), attorneys’ fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of CONSULTANT to faithfully perform the work and all of the CONSULTANT’S obligations under the AGREEMENT. Such costs, expenses, and damages shall include all costs, including attorneys’ fees, incurred by the indemnified parties in any lawsuit to which they are a party.

4. CONSULTANT shall defend, at CONSULTANT’s own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against DISTRICT or its directors, officers, employees, or authorized volunteers. This duty to defend arises when such suits, actions or other legal proceedings are initiated and shall be independent of any finding of negligence. CONSULTANT shall provide legal counsel reasonably acceptable to the DISTRICT.

5. CONSULTANT shall pay and satisfy any judgment, award or decree that may be rendered against DISTRICT or its directors, officers, employees, agents or authorized volunteers, in any and all such suits, actions, or other legal proceedings.
6. CONSULTANT shall reimburse DISTRICT or its directors, officers, employees, agents or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

7. CONSULTANT’S obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the DISTRICT, or its directors, officers, employees, agents or authorized volunteers.

8. In addition to the foregoing, CONSULTANT shall pay DISTRICT costs, including attorney fees, incurred by the DISTRICT in handling, responding to, or litigating claims or other demands against money due to the CONSULTANT by CONSULTANT’S officers, agents, employees or subconsultants.

9. Except as may be otherwise allowed under applicable law, this provision or any other clause, covenants, or agreement contained in, collateral to, or affecting the District’s contract with CONSULTANT is not intended to impose on CONSULTANT, or relieve the DISTRICT from liability for, the active negligence of the DISTRICT.

ARTICLE 12: INSURANCE

CONSULTANT shall procure and maintain for the duration of the AGREEMENT, and for 5 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, his agents, representatives, employees, or subconsultants.

Minimum Scope and limit of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than $5,000,000 per accident for bodily injury and property damage.

3. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

4. Builder’s Risk (Course of Construction) insurance utilizing an “All Risk” (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

5. Surety Bonds as described below.

6. Professional Liability (if Design/Build), with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

7. Contractors’ Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

If the CONSULTANT maintains higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either: the CONSULTANT shall cause the insurer shall reduce or eliminate such deductibles or
self-insured retentions as respects the DISTRICT, its directors, officers, employees, agents, or authorized volunteers; or the CONSULTANT shall provide a financial guarantee satisfactory to the DISTRICT guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The district, its directors, officers, employees, agents, or authorized volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the CONSULTANT. General liability coverage can be provided in the form of an endorsement to the CONSULTANT’s insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

2. For any claims related to this project, the CONSULTANT’s insurance coverage shall be primary insurance as respects the DISTRICT, its directors, officers, employees, agents, or authorized volunteers. Any insurance or self-insurance maintained by the DISTRICT, its directors, officers, employees, agents, or authorized volunteers shall be excess of the CONSULTANT’s insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the DISTRICT.

Builder’s Risk (Course of Construction) Insurance
CONSULTANT may submit evidence of Builder’s Risk insurance in the form of Course of Construction coverage. Such coverage shall name the DISTRICT as a loss payee as their interest may appear. If the project does not involve new or major reconstruction, at the option of the DISTRICT, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the DISTRICT’s site.

Claims Made Policies
If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the AGREEMENT or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of AGREEMENT work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the AGREEMENT effective, or start of work date, the CONSULTANT must purchase extended reporting period coverage for a minimum of five (5) years after completion of AGREEMENT work.

4. A copy of the claims reporting requirements must be submitted to the DISTRICT for review.

5. If the services involve lead-based paint or asbestos identification/remediation, the CONSULTANT’s Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the CONSULTANT’s Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers
Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the DISTRICT.
Waiver of Subrogation
CONSULTANT hereby agrees to waive rights of subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the DISTRICT for all work performed by the CONSULTANT, its directors, officers, employees, agents, or authorized volunteers.

Verification of Coverage
CONSULTANT shall furnish the DISTRICT with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this AGREEMENT. All certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT’s obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subconsultants
CONSULTANT shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and CONSULTANT shall ensure that DISTRICT is an additional insured on insurance required from subconsultants. For CGL coverage, subconsultants shall provide coverage with a format least as broad as CG 20 38 04 13.

Surety Bonds
CONSULTANT shall provide the following Surety Bonds:
1. Bid bond
2. Performance bond
3. Payment bond
4. Maintenance bond
The Payment Bond and the Performance Bond shall be in a sum equal to the AGREEMENT price. If the Performance Bond provides for a one-year warranty a separate Maintenance Bond is not necessary. If the warranty period specified in the AGREEMENT is for longer than one year, a Maintenance Bond equal to 10% of the AGREEMENT price is required. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Special Risks or Circumstances
Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

ARTICLE 13: SUBCONSULTANTS

No individuals or entities other than CONSULTANT, CONSULTANT’s employees and CONSULTANT’s authorized subconsultants as identified in Exhibit “A” shall undertake any work in connection with this AGREEMENT. Each authorized subconsultant is required to read this AGREEMENT and indicate its consent to abide by its terms by signing and dating where indicated below. Notwithstanding any agreements that may exist between CONSULTANT and its employees or authorized subconsultants, CONSULTANT and its authorized subconsultants hereby agree that CONSULTANT shall be solely responsible for the performance of all work under this AGREEMENT, and that DISTRICT shall have no obligations under this AGREEMENT other than to CONSULTANT.
ARTICLE 14: NOTICES

All notices or other official correspondence relating to contractual matters between the parties shall be made by depositing the same as first-class, postage paid mail addressed as follows:

To CONSULTANT: (consultant name)
(consultant company name)
(street address)
(city, state, ZIP)

To DISTRICT: Finance & Administration
TRIUNFO SANITATION DISTRICT
1001 Partridge Drive, Suite 150
Ventura, California 93003-0704

or to such other address as either party may designate hereinafter in writing delivered to the other party. All notices shall be deemed to have been received three (3) days after mailing.

ARTICLE 15: NO WAIVER

No failure or delay by DISTRICT in asserting any of DISTRICT’s rights and remedies as to any default of CONSULTANT shall operate as a waiver of the default, of any subsequent or other default by CONSULTANT, or of any of DISTRICT’s rights or remedies. No such delay shall deprive DISTRICT of its right to institute and maintain any action or proceeding which may be necessary to protect, assert, or enforce any rights or remedies arising out of this AGREEMENT or the performance of this AGREEMENT.

ARTICLE 16: PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this AGREEMENT is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

ARTICLE 17: INTEGRATION

This AGREEMENT constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this AGREEMENT. This AGREEMENT shall take precedence over any other documents which may conflict with this AGREEMENT.

ARTICLE 18: CALIFORNIA LAW
This AGREEMENT shall be interpreted and construed pursuant to the laws of the State of California. The parties agree that should litigation arising from this AGREEMENT be commenced within California, such litigation shall occur within a court of competent jurisdiction within the County of Ventura.

ARTICLE 19: ASSIGNABILITY

Neither party may assign this AGREEMENT or the rights and obligations hereunder to any third party without the prior express written approval of the other party.

ARTICLE 20: ATTORNEYS FEES

In the event of any proceeding, action, claim, dispute, or controversy arising out of or relating to this AGREEMENT, including an action for declaratory relief, the prevailing party in such action or proceeding shall be entitled to recover his or her court costs and reasonable out-of-pocket expenses not limited to taxable costs, including, but not limited to, phone calls, photocopies, expert witness, travel, etc., and reasonable attorneys’ fees to be fixed by the court. Such recovery shall include court costs, out-of-pocket expenses, and attorneys’ fees on appeal. The court shall determine who is the “prevailing party,” whether or not the dispute or controversy proceeds to final judgment.

ARTICLE 21: HEADINGS

All headings of this AGREEMENT are inserted for convenience only and shall not affect any construction or interpretations of this AGREEMENT.

ARTICLE 22: AUTHORITY

The parties hereby represent that they have full power and authority to enter into and perform this AGREEMENT and the parties know of no contracts, agreements, promises, or undertakings which would prevent the full execution and performance of this AGREEMENT.

ARTICLE 23: ADDITIONAL PROVISIONS

CONSULTANT agrees that no regular employee of DISTRICT shall be employed by CONSULTANT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

APPROVED AS TO FORM:  TRIUNFO SANITATION DISTRICT

(District legal counsel)

By
John Mathews
Legal Counsel for DISTRICT

By
Steven D. Iceland
CHAIR, Board of Directors

ATTEST:  CONSULTANT:  (Consultant company name)

By
Josie Guzmán, Clerk of the Board

By
(Consultant name), (Consultant title)

May 15, 2014