ATTACHMENT 1

BOARD OF DIRECTORS AGENDA LETTER

Secretary of the Board of Directors
4699 Hollister Avenue,
Goleta, CA 93110
(805) 879-4621

Department Name:	Operations
For Agenda Of:	December 9, 2014
Estimated Time:	15 Min
Continued Item:	No
If Yes, date from:	

TO: Board of Directors

FROM: Department: Operations

Contact Info: Tom Bunosky, Operations Manager

SUBJECT: **Consideration of Contract Award – Large Meter Replacement Program**

Legal Concurrence

As to form: Yes

Recommended Actions:

Adopt Resolution No. 2014-_____ (Attachment1) authorizing the General Manager to enter into a unit priced contract with HD Supply Waterworks Ltd., sole authorized distributor of Master Meter, to purchase two inch, three inch, four inch, and six inch electronic meters to implement the Large Meter Replacement Program.

Summary Text:

The District treats and delivers approximately 13,500 acre feet per year of water to approximately 87,000 people. The volume of water flowing through the distribution system and used by customers is measured through 16,651 meters varying in size from 5/8 inch to ten inch. More than fifty percent of District meters were installed over twenty years ago and have exceeded their useful life. The increasing age and relative failure rate of District meters continues to climb, resulting in under-registered, unaccounted for, and unbilled water use. Recent advances in technology have transformed the way water flow is recorded and have significantly enhanced the level of data collected and efficiency of integrating the data from the physical meter into a utility's billing system.

On February 11, 2014, the Board of Directors (Board) approved the first phase of a two-phase approach to replace aged and failing District meters. In the first phase, approximately 800 existing, large mechanical meters ranging in size from two to six inches will be replaced with new electronic meters consistent with the planned Large Meter Replacement Program.

To implement the Large Meter Replacement Program, staff issued a Request for Proposal (RFP) to seven vendors for the purchase of electronic meters to replace the District's existing two to six inch mechanical meters. Five vendors submitted unit priced proposals on various sized meters by the deadline of the RFP. Of the five vendors, one vendor submitted a proposal that did not meet the electronic meter requirements of the RFP and was disqualified. Of the four remaining vendors, three vendors submitted qualified unit priced proposals for two to six inch meters and one vendor submitted a unit priced proposal for two inch sized meters only.

Proposals were evaluated based on established criteria such as capabilities of the meter, capabilities of the battery, experience of the company, as well as warranty terms and provisions. Additionally, each sized meter was evaluated by its respective unit price inclusive of the meter warranty, battery warranty, and cost of delivery to the District. Upon evaluation of the proposals, one vendor was eliminated from further consideration as the meter offered was determined to be inadequate in terms of performance in comparison to the other meters.

Upon completion of the proposal review process for the remaining three vendors, HD Supply Waterworks Ltd. (HD Supply), sole authorized distributor of Master Meter, has been selected as the recommended vendor to provide the District with two to six inch electronic meters. The Master Meter Octave Ultrasonic (Octave Ultrasonic Meter) water meter chosen meets the District's detailed meter specifications and other requirements specified in the RFP. The Octave Ultrasonic Meter employs ultrasonic technology with no moving parts, using dual beam transducers that produce a sampling rate of 100 times per second, to measure the flow of water. The Octave Ultrasonic Meter is recommended as it carries a ten year battery warranty, has one of the highest continuous flow rates for two inch meters at 250 gpm, exceptional low flow accuracy ratings under both continuous flow and extended low flow circumstances, and does not require any straight runs of pipe before or after the meter which minimizes installation costs. The programmable nine-digit LCD display registers are compatible with all current metering technologies, providing the District with the flexibility to upgrade to more advanced data collection technologies in the future. The register also has visual alarm indicators for eight critical conditions including active leak, backflow, meter damage or tamper, rate of flow, and battery life.

As previously discussed with the Water Management and Long Range Planning Committee and Board, these new large meters would not have the capability to broadcast any information, but could be upgraded in the future should the District decide to migrate from manual reading of meters to one of several forms of electronic read technologies. Currently, the District has no plans to upgrade these meters.

HD Supply has been in business for more than 80 years and has supplied Master Meters since 1987. The Octave Ultrasonic Meter, in particular, has been manufactured since 2010 with several thousand units in service to date. HD Supply also was the low bidder of those considered qualified.

Background:

The volume of water used by customers is measured monthly through 16,651 meters varying in size from 5/8 inch to 10 inch. Water meters have a useful life of 15 to 20 years. Larger meters, two inches and above, typically begin losing accuracy after ten years as a result of wear and tear to the mechanical parts inside the meter. More than fifty percent of the District's meters were installed over twenty years ago and have exceeded their useful life.

Previously, on November 20, 2014, the Water Management and Long Range Planning Committee recommended that the Board approve and adopt the Resolution No. 2014-_____ (Attachment1)

authorizing the General Manager to enter into a unit priced contract with HD Supply. On December 19, 2013 and January 16, 2014, the Water Management and Long Range Planning Committee received briefings on the District's meter replacement program. On February 11, 2014, the Board of Directors (Board) received a presentation on the various customer water metering alternatives available to the District for its meter replacement program and directed staff to proceed with a two-phase approach. The first phase will upgrade approximately 800 existing large, mechanical meters ranging in size from two to six inches to new electronic meters with digital registers over a one-year period. Although large meters account for only 6% of all meters, they account for 52% of total District water consumption. Large meters primarily serve water to agricultural and commercial customers.

Phase 1 will also include the replacement of mechanical meters sized 1 ½ inch and smaller that have failed with new electronic meters with digital registers from various manufacturers. This will serve to establish a performance basis for use when the Phase 2 meter replacement program is recommended in the future. At the current replacement rate due to failure, approximately 300 small meters will be replaced annually which is less than 2% of existing small meters.

Additionally, Phase 1 will include the installation of electronic meters for all developer-funded new construction projects. Notably, the meter replacement program provides an opportunity to upgrade meters and keep pace with technological advancements and associated industry best-practices. Phase 1 will serve as a pilot program and will inform the implementation of Phase 2.

Fiscal Analysis:

The full program cost was included in the Fiscal Year (FY) 2014 -15 Budget. HD Supply Waterworks will be awarded a one year, unit priced contract, which is the estimated time to fully implement Phase 1 of the meter replacement program. The quantities indicated are used for budgeting purposes only and are not to be used by the vendor as a quantity that must be purchased. The table below provides the unit price of each meter by size and the estimated quantity of meters needed.

Item	Description	Estimated Quantity	Unit Price	Total Amount
1	2" Electronic Meter	622	$900.00	$559,800.00
2	3" Electronic Meter	53	$1,094.34	$58,000.02
3	4" Electronic Meter	30	$1,416.66	$42,499.80
4	6" Electronic Meter	41	$2,361.11	$96,805.51
	Total	**746**	**-**	**$757,105.33**

Attachments:

Attachment 1 – Resolution 2014- _____ authorizing the General Manager to enter into a unit priced contract with HD Supply Waterworks, Ltd., sole authorized distributor of Master Meter, to purchase two inch, three inch, four inch, and six inch electronic meters to implement the Large Meter Replacement Program.

Authored by: Tom Bunosky

Attachment 1

Resolution No. 2014 –

Resolution Authorizing a Contract with
HD Supply Waterworks

RESOLUTION NO. 2014 –
Introduced by General Manager

A RESOLUTION OF THE GOLETA WATER DISTRICT BOARD OF DIRECTORS AUTHORIZING A CONTRACT WITH HD SUPPLY WATERWORKS PURSUANT TO THE PROVISIONS OF THE GOLETA WATER DISTRICT CODE

WHEREAS, the Goleta Water District issued a request for proposal to provide electronic meters, 2", 3", 4", and 6" in size, and other appurtenances.; and

WHEREAS, the proposal by HD Supply Waterworks submitted the lowest cost proposal within the budgeted expenditures authorized in the Fiscal Year 2013-14 budget; and

WHEREAS, the Goleta Water District Code Section 2.12.010 (C) (4) authorizes the District General Manager to execute contracts for such purposes and within limits authorized by the Board of Directors; and

NOW THEREFORE BE IT FOUND, DETERMINED AND RESOLVED by the Board of Directors of the Goleta Water District as follows:

1. The General Manager is hereby is authorized to enter into a contract with the following vendor for the purpose(s) listed below:

    a. NAME OF VENDOR: HD Supply Waterworks.

    b. WORK, SERVICES OR GOODS TO BE PROVIDED: To provide electronic meters, 2", 3", 4", and 6" in size, and other appurtenances..

    c. CONTRACT AMOUNT BEING AUTHORIZED: Not to exceed $832,815.86

2. The contract shall be in such form as approved by counsel.

3. The contract shall be indexed as required by the Goleta Water District Code. (GWC 2.12.010E)

4. This resolution shall take effect immediately.

PASSED AND ADOPTED by the Board of Directors of the Goleta Water District this ___ day of____, 2014 by the following roll call vote:

AYE:

NAY:

ABSENT:

ABSTAIN:

ATTEST:

JOHN D. MCINNES DISTRICT SECRETARY	WILLIAM C. ROSEN, PRESIDENT BOARD OF DIRECTORS

GOLETA WATER DISTRICT

4699 HOLLISTER AVENUE
GOLETA, CALIFORNIA 93110-1999
TELEPHONE 805/964-6761
FAX 805/964-7002

August 22, 2014

Thomas Feickert
HD Supply Waterworks
25575 Avenue Stanford
Valencia, CA 91355

Dear Thomas Feickert:

The Goleta Water District (District) is pleased to invite the submission of proposals for development of *Large Meter Replacement Program.*

The District serves approximately 87,000 residents in the greater Goleta area of Santa Barbara County, California; the service area spans 29,000 acres between El Capitan to the west and the City of Santa Barbara to the east. The District maintains a diverse water supply portfolio from four distinct sources with availability averaging 15,472 acre feet per year.

The District is seeking to implement the *Large Meter Replacement Program* by replacing all of the current 2", 3", 4", and 6" water meters for electronic meters. A more detailed description of the project scope and requirements is provided in the attached Request for Proposals (RFP).

The deadline for submitting proposals is September 24, 2014 at 3:00 PM. All correspondence and questions pertaining to the attached RFP should be directed to the District's Operations Manager, Tom Bunosky, whose contact information is provided in the RFP. Thank you for your interest and we look forward to receiving your proposal.

Sincerely,

David Matson
Assistant General Manager

Goleta Water District

REQUEST FOR PROPOSAL

Large Meter Replacement Program

August 22, 2014

Proposal Due Date: Wednesday, September 24, 2014, 3:00 PM

Mailing Address: 4699 Hollister Avenue
Goleta, CA 93110-1999

District Contact: Tom Bunosky, Operations Manager

Phone: (805) 879-4630
E-mail: tbunosky@goletawater.com

REQUEST FOR PROPOSAL

SECTION 1: PURPOSE

The Goleta Water District (District) is requesting proposals to provide electronic meters regarding the Large Meter Replacement Program. All interested parties are required to submit proposals in accordance with the conditions and dates outlined in this Request for Proposal (RFP). The Meter Replacement Program will replace the 2" and larger existing mechanical water meters with electronic meters and digital registers that record water use electronically. In contrast to mechanical meters with moving parts, electronic meters capture accurate flow measurement at both high and low flow rates, allowing the District to account for all water use while preventing water loss among the largest customers. The registers should be compatible with all metering technologies, providing the District with the flexibility to upgrade to more advanced data collection technologies in the future to accommodate various data collection technologies. A modification of the meter registers would need to be added at a future date as the meters would not have the capability to broadcast remotely any information to any collection devices upon initial installation. Approximately 800 large meters will be upgraded over a one-year period.

SECTION 2: INTENT OF RFP

It is the intent of the District that this Request for Proposal (RFP) encourages competition. It shall be the responsibility of each Vendor to notify the District in writing immediately if any language, requirement, specification, or combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the District Contact not later than 4 (four) days prior to the proposal due date.

SECTION 3: BACKGROUND INFORMATION

Goleta Water District

The District, which is governed by a five member Board of Directors, was established on November 17, 1944. It encompasses an area extending along the south coast of Santa Barbara County, west from the Santa Barbara District limits to El Capitan, and south from the foothills of the Santa Ynez Mountains to the Pacific Ocean. The District spans approximately 29,000 acres and uses its treatment facilities and over 270 miles of pipeline to provide water to approximately 87,000 people in a mix of urban and rural settings. The District water supply portfolio includes Lake Cachuma, groundwater, State Water Project (SWP) and recycled water. Water demand characteristics include urban (68%), agriculture (21%), and landscape irrigation (11%). Additional information may be found at *www.goletawater.com*.

SECTION 4: SPECIFICATIONS AND DELIVERY

1. 2" to 6" Electronic Meters

1.1 General

The Goleta Water District will replace all 2", 3", 4", and 6" meters. The measuring device of the meters shall not consist of any moving parts and have a digital readout with a 9 digit LCD screen. There shall be a digital register with solid state memory and processor. The meters can provide information on rate of flow and reverse flow indication, alarms, and other data not available through mechanical meters, but is not required. The meters shall be battery operated. The battery life and the method of replacement shall be described. The meters shall have the option to be upgradable to AMR/AMI devices and systems, but shall not broadcast through radio transmission any information upon initial installation.

1.2 Quality

Each meter size shall comply with the appropriate parts of the ANSI/AWWA Standards, and NSF/ANSO Standard 61, Annex G. The meters can be stainless steel, brass, bronze, or epoxy coated ductile iron, but must be lead-free. Each meter size shall follow the specifications of ANSI/AWWA Standards according to the type of electronic meter. Electronic meters can meet any of the following standards listed below or the Proposer can propose different ANSI/AWWA standards for their specific meters.

1.2.1 Electromagnetic Meters

Electromagnetic meters shall follow the ANSI/AWWA C701 Class II Standard. Within the normal test flow limits for each meter size, the meters shall register not less than 98.5% and not more than 101.5%.

1.2.2 Fluidic Oscillator Meters

Fluidic Oscillator meters shall follow the ANSI/AWWA C713 Standard. Within the normal test flow limits for each meter size, the meters shall register not less than 98.5% and not more than 101.5%.

1.2.3 Ultrasonic Meters

Ultrasonic meters shall follow the ANSI/AWWA C750 Standard. . Within the normal test flow limits for each meter size, the meters shall register not less than 99% and not more than 101%.

1.3 Delivery and Estimated Quantities

The delivery of the meters will be spaced out over the duration of 12 months with one delivery per month. Request for delivery shall be made throughout the term of the contract, either in writing, email or by telephone with orders being placed no less than eight weeks in advance of requirements. Shipments are to be made to the Goleta Water District, 4699 Hollister Avenue, Goleta, CA 93110-1999. The Vendor must provide the maximum quantity of each meter by size deliverable to the District no less than eight weeks of the quantity being ordered. Quantities are estimated amounts used for budgeting purposes only. The District does not guarantee nor represent that this is the quantity to be delivered during the term of the contract. The District reserves the right to purchase such greater or lesser quantities as may be required to meet District requirements.

The Vendor shall make a diligent effort to have each shipment truck arrive at its delivery location between 8:00 A.M. and 4:00 P.M. of the delivery day. A District representative will meet the truck at the delivery location for each shipment, show the driver where to make the delivery and assist in unloading the truck. The District will not accept loads after 4:00 P.M., without prior District approval.

SECTION 5: CONFIDENTIALITY OF INFORMATION

The selected Proposer and its staff working with the District on this purchase will be required to keep confidential all information they learn about the District's water facilities and electronic systems. Disclosure of any information gathered has potential to pose a significant risk to public health and safety. During the proposed phase and subsequent contract, the Proposer makes provisions to secure all records.

SECTION 6: COST PROPOSAL

Provide a cost proposal in Section 6.1. The District requires the Proposer to fill out an Estimated Fees Table similar to the Table in Section 6.1. The unit price is guaranteed by the Vendor for the period of one year set by the first delivery date. The quantities are not guaranteed by the District.

The quantity of meters indicated is an estimate. The actual quantity shall be the basis of payment per unit price indicated. If the quantity of each meter by size varies more than ± 25% from the estimated quantity, then the unit price for each meter by size is subject to renegotiation if requested by either the Vendor or District.

6.1 Estimated Fees Table

ESTIMATED FEES TABLE

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE*	TOTAL AMOUNT
1	2" Electronic Meter	622		
2	3" Electronic Meter	53		
3	4" Electronic Meter	30		
4	6" Electronic Meter	41		
		746	N/A	N/A

***UNIT PRICE SHALL EXCLUDE SALES TAX**

The Proposer shall be responsible for calculating and providing price totals. The proposal shall include all costs for the meters delivered to the District including all freight, fuel, and miscellaneous charges, except sales tax. The unit price for each meter by size shall include the warranty of the meter and batteries. The warranty of the meter and the battery shall be described in detail. In case of conflict or error in calculation, the proposal may be considered irregular and may be subject to rejection.

COMPANY NAME OF VENDOR: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

TITLE: _____

6.2 2nd Year Unit Price

The proposer shall include the estimated unit price change of each meter by size after the one year period, months 13 to 24. **The estimated unit price change after one year shall be excluded from the proposal total.** The estimated unit price will be a firm price up to the estimated quantity for the situation if the District does not order and receive all the meters within the 12 month original time frame.

2nd YEAR UNIT PRICE TABLE

ITEM	DESCRIPTION	UNIT PRICE*	TOTAL AMOUNT
1	2" Electronic Meter		
2	3" Electronic Meter		
3	4" Electronic Meter		
4	6" Electronic Meter		
		N/A	N/A

***UNIT PRICE SHALL EXCLUDE SALES TAX**

6.3 Battery Table

The District requires the Proposer to fill out a Battery Table similar to the Table below. The Battery Table is for the overall evaluation of the meter performance and is **excluded from the Estimated Fees Table.** The battery life and type for each electronic meter shall be described in detail. The battery replacement, shipping and labor costs shall be included in the Battery Table. The costs shall be calculated using current prices. The purpose of the Battery Table is to estimate the costs to replace the battery at the end of the warranty period using current replacement costs. The Battery Table shall include all costs to have a functioning meter at the installation location upon battery failure. It is the total cost to restore that particular meter to functionality in the field location of the meter.

BATTERY TABLE

***INFORMATIONAL PURPOSES ONLY**

ITEM	BATTERY LIFE	BATTERY TYPE	COST OF BATTERY	SHIPPING	LABOR	OTHER COSTS	TOTAL COST
2" Electronic Meter							
3" Electronic Meter							
4" Electronic Meter							
6" Electronic Meter							

6.4 Important Information

IMPORTANT

The District is evaluating all proposals submitted by size and will award each size meter independently of the other.

SECTION 7: CONTRACT REQUIREMENTS

Attached for review is a sample contract with Goleta Water District, including the Standard Rider. Contractual terms will include:

A. Unit price for products as indicated in Section 6
B. Business Tax Registration requirements
C. Liability insurance requirements including:
   1. Commercial General and Umbrella
   2. Business Auto and Commercial Umbrella
D. Workers' Compensation and Employers Liability Insurance requirements
E. Scope of Work
F. Estimated Fees Table and Battery Table with spreadsheet breakdown by main each line item described in Section 6 above
G. Termination at any time with liability for pre-termination work
H. Proposed Plan shall include all electronic meter devices described in Sections 4 & 6.

SECTION 8: INSTRUCTIONS FOR PREPARING PROPOSAL

Proposers shall provide a proposal on their own forms. The cost proposal shall include the cost of the meters detailed for each item number indicated in Section 6. However, the proposal must be clear and concise, and contain information covering the following topics:

A. Description of the Meter

The Proposer shall describe each size of the meter and how it meets the District's specifications in Section 4.

B. Description of the Battery

The Proposer shall describe each battery for each meter size. The description shall include the type of battery, the battery life expectancy, the warranty provided, and battery replacement methods.

C. Warranty of Meters and Batteries

The proposal shall include a detailed description of the warranty for each meter size and meter batteries as outlined in Section 6.1 that is included in the Estimated Fees Table costs.

As outlined in Section 6.1, 6.2, 6.3 the battery replacement methods shall be described in detail. The battery replacement cost shall be based on current prices. The meter, battery and meter warranties, and battery replacement after warranty expiration, will be considered in awarding the contract.

D. Quantity of Meters Sold

The Proposer shall provide the number of similar meters sold by year for 2013 and 2012. Along with the number of meters by year, they shall provide how long and estimated quantities they have been supplying the meter proposed if supplying prior to 2012.

E. References

Provide three or more relevant references that can provide information on the quality of the Proposer's products during the past two years.

F. Conflict of Interest

All conflicts of interest must be disclosed. Post retainer, the selected Proposer will not represent directly or indirectly any employee organization.

G. Cost Proposal

The proposal shall include a detailed cost profile for each meter by size as outlined in Section 6.1.

The Estimated Fees Table shall be structured as a unit price proposal by size of meter, and shall be based on the Proposer's best pricing using the estimated quantities indicated, including delivery costs and the warranty costs of the meter and batteries. The estimated

fees shall also be presented with an overview of the fee structure and followed by a detailed description of any assumptions and estimated quantities that may differ from the definitions in this document.

The Proposal shall include the estimated unit price change of each meter by size after the one year period, months 13 to 24. **The estimated unit price change after one year shall be excluded from the proposal total** for each size meter as indicated in section 6.2.

H. Battery Table

The proposal shall include a detailed cost profile for each meter by size as outlined in Section 6.3 for the estimated current cost to replace the battery.

The Battery Table is for informational purposes only and is excluded from the proposal total. The battery life and type of each meter size shall be described in detail. The cost of replacement, shipping, and labor shall be calculated using current prices.

The quantity of meters indicated is an estimate. The actual quantity shall be the basis of payment per unit price indicated. If the quantity of each meter by size varies more than ± 25% from the estimated quantity, then the unit price for each meter by size is subject to renegotiation if requested by either the Proposer or District.

The District will award each size meter independent of the other size of meter evaluation.

I. Delivery Schedule

The Proposer shall provide the maximum number of meters by size deliverable to the District within eight weeks of the order date.

The proposal shall be submitted in electronic and printed formats. The proposal shall be limited to 12 pages with 12-point font. Resumes and company qualification brochure data may be added to the 12-page proposal, provided they are located as an appendix.

Mandatory Meter Presentation:

The Proposer shall give a presentation for the District the week of **September 15, 2014**. The exact date and time will be set by the availability of the District and Proposer. The Proposer shall provide a reference sample of each size of the electronic meters for replacement. The presentation shall be no longer than 3 hours and include the following:

- Specifications of each meter size in detail
- Details on how each meter will be read and the technology required
- Description and demonstration on how meters **do not** broadcast any radio frequencies
- Details on the upgradeable AMI/AMR capabilities and features
- Manufacture locations of the parts and assembly of the meters

Schedule of Events:

Following is a summary of the current project schedule.

- RFP Issue Date.....August 22, 2014
- Mandatory Meter Presentation.....Week of September 15, 2014
- Deadline for Questions.....Friday, September 19, 2014
- RFP Due Date.....Wednesday, September 24, 2014
- WMLRP Committee Review.....Thursday, October 16, 2014
- Board of Directors Meeting and Contract Approval.....Tuesday, November 11, 2014
- Notice to Proceed.....Monday, December 1, 2014

Questions and Inquiries

Questions about this RFP should be directed to Tom Bunosky, Operations Manager, at (805) 879-4630 or at tbunosky@goletawater.com

Proposals shall be submitted **no later than 3:00 PM on Wednesday, September 24, 2014.** All proposals shall be mailed, emailed, or hand delivered to the front desk and labeled to the attention of Tom Bunosky, Operations Manager, Goleta Water District, 4699 Hollister Avenue, Goleta, CA 93110-1999.

Note: Proposals will NOT be accepted after the listed due date and time, including mail delivered after 3 PM. Late proposals will be returned UNOPENED.

Addendum and Supplement to Request:

If it becomes necessary to revise any part of this RFP or if additional information is necessary to enable an exact interpretation of provisions of this request, an addendum will be issued to the same distribution list as the original RFP. It is the responsibility of the Proposer to ensure that they have received all addendums prior to submitting a proposal and shall acknowledge receipt of them in the submitted proposal.

Authority to Bind:

Proposals MUST give full legal name and address of the Vendor. Failure to manually sign proposal may disqualify it. Person signing the proposal should show TITLE or AUTHORITY TO BIND the Vendor in a legal contract.

Right to Reject:

The District reserves the right to reject any or all proposals submitted, and no representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.

All costs incurred in the preparation of a proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the respondent. All proposals submitted become the property of the District.

Additional Information:

1. All proposals submitted shall be valid for a minimum period of one hundred sixty (160) calendar days following the proposal due date.

2. The District will not be responsible for any expenses incurred relative to the preparation and submittal of a proposal.

3. The contents of the proposal submitted by the Vendor and this RFP will become part of any contract awarded as a result of the RFP.

4. The submitting Vendors whose proposals are not accepted will be notified in writing upon award of the contract.

SECTION 9: EVALUATION OF PROPOSALS

Proposals will be evaluated by a committee assembled by the District and a recommendation made to the Board of Directors for award of a contract. While pricing is a factor, the District intends to select a vendor with meters that meet the District's specifications, warranty, battery life and replacement, quantities, and performance. The District therefore requires each Proposer to submit a proposal clearly addressing all of the requirements outlined in this RFP.

Appendix A – Standard contract

Standard Contract
Standard Contract Rider

STANDARD CONTRACT FOR GOODS AND SERVICES

This contract ("Contract") is made _____by and between **GOLETA WATER DISTRICT** with its office and principal place of business at 4699 Hollister Avenue, Goleta, CA 93110, ("GWD") and **VENDOR** , with its office at XXXXXXXXXXXXXXX ("Vendor").

The parties agree as follows:

1. RIDERS. The "Standard Contract Rider for Goods and all additional riders, schedules, and exhibits attached to this Contract are incorporated herein and made a part of this Contract with the same force and effect as if more fully set forth at length herein.

2. PURPOSE OF CONTRACT. Upon execution of this Contract, GWD may purchase from Vendor metera. Nothing herein however precludes GWD from procuring goods or services from other vendors as it chooses. All such purchases shall be subject to this Contract.

3. SPECIAL PROVISIONS. Payments by GWD to Vendor under this Contract shall be made 30 days from GWD approval of Vendor's invoice.

4. CONTRACT PRICE. GWD shall pay to Vendor for _____ a price of _____ per meter.

5. OTHER CHANGES. The following provisions of the Standard Contract Rider for Goods and for Services are hereby amended as set forth: None

6. TERM OF CONTRACT. This Contract commences as of the date of this Contract and ends on **June 30, 2016**.

7. CONFLICTS BETWEEN DOCUMENTS. In the event there is a conflict among them, this Standard Contract for Goods and Services shall prevail over both the Standard Contract Rider for Services and the Standard Contract Rider for Goods, and the Standard Contract Rider for Services shall prevail over the Standard Contract Rider for Goods.

NOTE: Riders, schedules and other documents must be attached to this agreement.

THIS CONTRACT CONSISTS OF THE FOLLOWING DOCUMENTS:

1. Standard Contract for Goods and Services
2. Standard Contract Rider for Goods

The next page is the signature page.

The parties have executed this Contract by their authorized officers as set forth below to be effective as of the date set forth above.

The persons signing below on behalf of the Vendor represents and warrants that they have authority to bind the Vendors to the terms of this Contract.

GOLETA WATER DISTRICT

By: _____

John D. McInnes Title: General Manager

VENDOR,
[VENDOR]

By: _____

Name: Title:

By: _____

Name: Title:

Approved as to Form:

By: _____

Mary L. McMaster, General Counsel

STANDARD RIDER FOR GOODS

1. DEFINITIONS: Unless the context requires a different meaning or the agreement to which this rider is attached specifically states that a provision thereof modifies this Rider, the following terms shall have the meanings set forth herein:

   a. "GWD" shall mean Goleta Water District.
   b. "State" shall mean the State of California.
   c. "Agency" shall mean a governmental entity of the State or County.
   d. "Vendor" or "Contractor" shall mean the party who is required to supply goods to GWD pursuant to this Contract.
   e. "Contract" means collectively this Rider, the written agreement to which it is attached and any other riders and attachments thereto.

2. REPRESENTATIONS OF VENDOR: The Vendor represents to GWD that:

   a. Vendor has the knowledge and experience necessary to perform this Contract.
   b. Vendor has not filed or had filed against Vendor a petition in bankruptcy.
   c. Vendor has not been disqualified from performing any contract funded by the Federal government, the State, or the County of Santa Barbara and that there is no proceeding pending or threatened against Vendor by any such governmental authority.
   d. If required by this Contract or applicable law, Vendor is licensed or employs employees who are licensed to provide the goods to be provided pursuant to this Contract.
   e. No officer or employee of GWD has an interest in this Contract that would disqualify the Vendor from performing this Contract and receiving payment therefrom.

3. PAYMENTS: GWD shall pay to the Vendor for goods provided pursuant to this Contract subject to the following conditions:

   a. Payment shall be made after submission to GWD by the Vendor and approved by GWD of a voucher prepared by and on Vendor's letterhead which sets forth in detail the dates and description of all of the goods and the amount of the charges for which claim for payment is made.
   b. Vendor shall supply such information as may be requested by GWD for tax purposes including but not limited to Tax Payer Identification or Social Security Numbers and shall certify pursuant to Internal Revenue Service regulations, if required, as to such information as may be required by such regulations.

6. COMPLIANCE WITH LAWS AND REGULATIONS: Vendor shall comply with all applicable Federal or State laws and regulations. If the Vendor or persons in Vendor's employ are required to be licensed by the State or any other agency, the Vendor shall employ the required licensed personnel and shall not permit or suffer any unlicensed personnel to perform any services required to be performed pursuant to this Contract by a licensed employee.

7. PUBLIC RECORDS ACT. GWD is subject to the California Public Records Act which requires it to release public contracts, bids and proposals to members of the public upon request immediately after a contract has been awarded.

8. PACKING AND SHIPPING.
   Vendor warrants that prices include all charges for packing, crating, and transportation to F.O.B. point. All merchandise shall be packaged, marked, and otherwise prepared in accordance with good commercial practices to assure adequate protection of the merchandise in shipment and storage and its arrival at F.O.B. point in undamaged condition. An itemized packing list shall accompany each shipment. Unless otherwise specified on the face of this order, the F.O.B. point shall be GWD's location designated on the face of this order. If transportation is F.O.B. Vendor's location, Vendor shall bear all risk of loss or damage to the merchandise, and title shall not shift to GWD, until delivery of the merchandise to GWD's designated location.

9. INSPECTION.
Final inspection and acceptance of the merchandise shall be at the F.O.B. point unless otherwise specified in this order. Such inspection shall be in accordance with the customary established inspection procedures of Buyer at the location where the merchandise is received. GWD reserves the right to use sampling procedures for the acceptance or rejection of any or all items ordered. If a lot is rejected by the sampling procedure, the entire lot may be returned to Vendor for screening at the Vendor's expense or, at the option of GWD, the rejected workmanship or does not conform to specifications or samples. In such event, GWD may, at its option, and upon written notice to Vendor: (i) rescind this order as to such merchandise; (ii) accept such merchandise at an equitable reduction in price; (iii) reject such merchandise and require the delivery of replacements. Deliveries of replacement merchandise shall be accompanied by a written notice specifying that such merchandise is a replacement. If Vendor fails to deliver required replacements promptly, GWD may: (i) replace or correct such merchandise and charge the Vendor the cost thereby incurred by GWD; or (ii) terminate this order for cause. The rights of GWD under this Section are in addition to any other rights or remedies herein or by law.

10. WARRANTIES.
In addition to all other warranties, expressed or implied, Vendor warrants that the merchandise will be: (i) free from defect in workmanship and materials; (ii) free from defects in design except to the extent that such merchandise complies with the specifications provided by Buyer, (iii) suitable for purposes, if any, which are stated on the face of this order or in any attachments hereto; and (iv) in conformity with all other requirements of this order. These warranties, and all other warranties, express or implied, shall survive delivery, inspection, acceptance and payment.

11. INDEMNIFICATION AND HOLD HARMLESS: To the fullest extent permitted by law, when an action, suit, legal proceeding or claim is commenced by a person or entity other than a party to this Contract, the Vendor shall indemnify and hold harmless and if requested, shall defend GWD, its directors, officers, employees, or authorized volunteers and each of them from and against:

a. Any and all claims, losses, demands, 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 GWD and/or Vendor, or any directors, officers, employees, or authorized volunteers of GWD or Vendor, and damages to or destruction of property of any person, resulting directly or indirectly out of Vendor's performance or failure to perform under this Contract regardless of any negligence of GWD or its directors, officers, employees, or authorized volunteers, except to the extent that such indemnity is void or otherwise unenforceable under applicable law and except where such loss, damage, injury liability or claim is the result of willful misconduct of GWD and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement of Vendor, its subcontractors. If Vendor is a party to any litigation arising from the performance of this Contract, the Vendor shall give notice of the commencement of such litigation no later than 30 days following the date upon which the Vendor is served with process or is advised of a threat of litigation.

b. Any and all actions, proceedings, damages, costs, expenses, penalties, or liabilities, arising out the violation of any governmental law or regulation, compliance with which is the responsibility of the Vendor.

Vendor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by GWD or its directors, officers, employees, or authorized volunteers.

12. EVENTS OF DEFAULT: The following events shall constitute an event of default:

a. The failure of the Vendor to properly perform this Contract or any of its term, provision or covenants or a finding by GWD that any representation or certification made by Vendor is false or becomes untrue.
b. The assignment of the performance of this Contract or of any funds due or to become due

hereunder or permitting or suffering a levy or attachment to be made upon any such funds.

c. The failure of the Vendor to comply with any statute, rule or regulation applicable to the performance of this Contract.

13. REMEDIES:

a. If the Vendor shall be in default under this Contract, GWD at its option may:

i. Terminate this Contract after allowing reasonable opportunity for Vendor to cure and Vendor's failure to so cure. GWD shall remain liable for all approved goods provided by Vendor prior to the termination date.

ii. Deduct from payment of any monies due the Vendor all charges for disallowed costs and expenses theretofore paid by GWD to the Vendor.

iii. Seek recovery of any monies overpaid, disallowed or otherwise not due the Vendor.

iv. Take any other action to protect the interest of GWD, including but not limited to requiring the Vendor to take such action as may be necessary to cure any default.

v. Recover monetary damages.

vi. The remedies provided to GWD are cumulative.

b. If GWD is determined to be in default under this Contract, Vendor may seek recovery of any monies due Vendor, provided however, that in the event that GWD shall have disallowed costs or expenditures after audit and after notice to the Vendor, it shall be a condition precedent to the institution of any action or proceeding by Vendor against GWD that Vendor shall have paid such amounts so claimed by GWD.

c. GWD may procure, upon such terms and in such manner, as GWD may deem appropriate, similar to those so terminated, and the Vendor shall be liable to GWD for any excess costs for such similar supplies.

14. COUNSEL FEES AND EXPENSES OF LITIGATION: In the event a party shall institute legal proceedings of any kind against the other party, counsel fees and expenses of litigation incurred by a party shall be borne such party regardless of the outcome of any litigation, proceeding or action.

15. VENUE: In any proceeding instituted against GWD, the venue for such action shall be in the Superior Court of the State of California in and for the County of Santa Barbara; and in the United States District Court for the Central District of California. Arbitration shall be conducted in Santa Barbara County.

16. NOTICES: Notices under this Contract shall be sent to the parties at the addresses provided in the first paragraph of the contract.

17. NO ASSIGNMENT. Neither party shall assign any rights or obligations due under this Contract.

18. AMENDMENT: This Contract may be modified only in writing and signed by both parties.

19. FACSIMILE SIGNATURES AND TRANSMISSION: This Contract may be executed in several counterparts signed by each party separately and transmitted to the other party by facsimile transmission, email, or other electronic means.

20. TIME OF THE ESSENCE: With respect to performance of this Contract by the Vendor, time shall be of the essence.

21. ARBITRATION: Any dispute as to the interpretation, meaning or implementation of this Contract shall be submitted to arbitration in accordance with the rules of the American Arbitration Association or similar forum agreed to by the parties. No claim shall be made more than 180 days

after the occurrence of facts which shall have given rise to such claim. The parties waive any and all rights to litigate issues related to this Contract in a court or with a jury trial and do hereby consent to arbitration of any such dispute. Upon giving notice of a claim for arbitration, the parties shall each select an arbitrator and the two arbitrators so selected shall choose a third, neutral arbitrator. The parties agree that any written settlement agreement may waive arbitration and finally settle any and all disputes between the parties. BY SIGNING THIS AGREEMENT, EACH PARTY ACKNOWLEDGES THAT THIS AGREEMENT TO ARBITRATE RESULTS IN A WAIVER OF EACH PARTY'S RIGHTS TO A COURT OR JURY TRIAL FOR ANY DISPUTE ARISING UNDER THIS CONTRACT INCLUDING THE RIGHT TO AN APPEAL.

21. SERVIVAL CLAUSE: The provisions set forth in Section 11 Indemnification shall survive termination or expiration of this Contract.

NOTE: ADDITIONAL RIDERS MAY BE APPLICABLE.

End of Standard Contract Rider For Goods Contracts