

## REQUEST FOR PROPOSALS (RFP)

### Section 1. PROJECT INTRODUCTION AND OVERVIEW

#### 1. GENERAL OVERVIEW

Las Virgenes Municipal Water District (District) provides potable water, recycled water and sanitation services to the cities of Agoura Hills, Calabasas, Hidden Hills, Westlake Village and unincorporated areas of Los Angeles County including the Santa Monica Mountains, West Hills and Chatsworth. The service area is shown on Figure 1. There are approximately 21,050 metered services, 20,400 for potable water and 650 for recycled water. Most of these services are concentrated in areas close to the 101 Freeway.

#### 2. PURPOSE OF REQUEST FOR PROPOSAL

The District intends to implement a budget-based water rate billing structure by January 1, 2016. A key element of the implementation is changing the frequency of billing from bi-monthly to monthly to give customers more timely feedback on their water use. It is anticipated that monthly meter reading will commence in September 2015 to give the successful Proposer an opportunity to become familiar with the service area and allow for testing the billing software modifications.

The requirements for the work are further described in Section 3 – SCOPE OF WORK AND TECHNICAL SPECIFICATIONS.

The terms and conditions contained herein constitute the full and complete understanding of the parties. The successful Proposer shall enter into an Agreement (Attachment A) with the District. Additional contractual terms and conditions for consideration must be clearly identified on Exhibit D – Additions, Deletions and/or Exceptions. No additional terms and conditions will be accepted following receipt of a proposal, and the District will consider such additional contractual terms and conditions as part of its evaluation process.

#### 3. PROJECT SPECIFIC DATES

The following table identifies key dates for the RFP:

Description	Date
Board Approval of RFP	May 12, 2015
Written Questions Due	May 27, 2015
Mandatory Pre-Proposal Workshop	June 3, 2015
Proposals Due	June 15, 2015 3:00 p.m.
Board Meeting for Contract Approval	July 14, 2015
Anticipated Start of Monthly Meter Reading	September 2015

#### 4. TERM

The District began a Five-Year Capital Improvement Project to deploy an Automated Meter Reading/Automatic Metering Infrastructure (AMR/AMI) in Fiscal Year 2011/2012. After the installation in the first year, the AMR/AMI vendor filed for bankruptcy, leaving the project on-hold pending determination of the appropriate strategy to continue implementation. It is the District's

intent to resume this implementation and use meter reading services only as needed during the transition. The District is planning to hire a consultant to assist in this effort. **The Proposer is requested to provide a one-year offer to provide meter reading services with a one-year renewal option.**

## 5. SELECTION CRITERIA

The criteria for vendor selection shall be based on, but not limited to, the following:

1. Experience, qualifications and past performance of the proposing Contractor. Discussion of past projects of a similar nature to those desired by the District. Feedback from submitted references. Licenses, certifications and training of employees. Weight = 40%
2. Understanding of the overall needs of the District as presented in the narrative proposal, including proposed methodology to accomplish the required work. Weight = 30%
3. Cost. Weight = 30%

## Section 2. PROPOSAL REQUIREMENTS

1. Provide the following information using Exhibits A-D provided in this RFP:
  1. List of Business References (Exhibit A)
  2. Proposer's Business Information (Exhibit B)
  3. Cost of Services (Exhibit C)
  4. Additions, Deletions and/or Exceptions (Exhibit D) itemizing each and every deviation, additional terms, or exceptions taken to the RFP
2. In addition, provide the following supporting information:
  1. Approach and understanding of the requirements.
  2. Discussion of the company's experience, resources and capabilities, as demonstrated by references provided in Exhibit A, of effectively performing meter reading services. Include the number of years the company has performed meter reading services and the other services included in the Scope of Work, and all necessary information for the District to effectively evaluate the Proposal.
  3. Resumes of key personnel that will be assigned to the project.
  4. Company financial statements (Income Statement, Balance Sheet & Statement of Cash Flows.
  5. Discussion of Data Quality Control and Commonly Used Measures of Performance & Contractual Remedies Available to the District.
3. All proposals received are considered firm for a 120-day period after the opening of bids.
4. The District may make such investigations as it deems necessary to determine the ability of the Proposer to provide the goods and/or service as specified, and the Proposer shall furnish to the District, as is commercially reasonable, all such information and data for this purpose.
5. Any questions as to the meaning of the scope of work and/or technical specifications or other pre-proposal documents must be submitted in writing and shall be directed to:  
Carol Palma  
Customer Service Manager  
(818) 251-2104  
[cpalma@lvmwd.com](mailto:cpalma@lvmwd.com)

To be given consideration, requests must be received by 3:00 p.m. on Wednesday, June 15, 2015. All addenda so issued shall become part of the contract documents. Under no circumstances may the Proposer contact any other District employee for clarification or interpretation of any requirements herein.

6. The District reserves the right to accept or to reject any or all proposals, or to award any agreement that it deems best suited to the interests of the District, and to waive any informality in a proposal, and is not to be bound to accept the lowest price. It is the District's intent to receive proposals and qualifications in response to this request, and to evaluate and negotiate contract terms and scope for recommendation of award to its Board of Directors.
7. Should the Proposer choose not to bid on a particular item, please enter "No Bid" next to each item not bid.
8. The cost for developing the proposal is the sole responsibility of the Proposer.
9. At the time of the opening of proposals each Proposer shall be presumed to have read and be thoroughly familiar with the specifications and contract documents (including all Addenda).

### Section 3. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

#### 1. SCOPE OF WORK

The District is seeking proposals from qualified companies to provide Water Meter Reading Services. It is the District's intent to review proposals submitted in response to this request and enter into an agreement with the most qualified company. The scope of services are as follows:

1. Meter Reading: Monthly reading of approximately 14,800 water meters within the District's service area. It is planned that the company read the meters located within the more densely populated housing tracts while District employees will continue to read meters in the outlying, mountainous and coastal areas. The recommended company will, at a minimum, provide all staffing, tools, materials, and vehicles necessary to systematically read and record usage on designated District water meters on a monthly cycle.
2. While the contract is in place, the company may be asked to provide additional meter reading services to allow District staff to respond to customer calls related to implementation of budget-based water rates.
3. Meter reading data shall be provided in a format compatible for upload into the District's Customer Information System (CIS).
4. There are four reading cycles per month. Each week's' assigned routes must be completed by the end of that week.
5. Following the review of proposals, the recommended company will work cooperatively with District's staff to finalize contractual terms, procedures, systems and processes for ensuring uninterrupted and reliable meter reading services supporting District billing and revenue collection.
6. Company shall perform any necessary re-reads no later than 10:00 a.m. on Tuesday of the following week.

#### 2. RESOURCES AND CAPABILITIES

1. Meter reading services are critical to revenue collection, water conservation and the operational sustainability of the District. Therefore, time is of the essence as to all dates, times for completion, and performance requirements contained in the final Agreement. Respondents to this request shall clearly describe the tools, resources, capabilities, and assurances they possess or may provide or offer the District to ensure accurate, reliable, and cost effective meter reading services throughout the course of an Agreement.
2. Proposers should address the procedures the District has in place to maintain a meter reading accuracy of less than 0.5% of the readings to be in error. In the event the water meter readings exceed the 0.5% error rate, the District's expectation is that the Company will be responsible for obtaining and incurring the cost related to re-reads or will pay the District a fee per re-read the Company elects not to do. All Penalty Reads greater than 1% of the total monthly meter reads will be re-read by the Company or the Company will pay the District a fee per re-read not completed. The District will be responsible for re-reads related to Impossible Reads and suspicious reads that were, in fact, proven to be accurate. The District defines an "impossible read" as a meter read that cannot be read due to the meter condition (broken meter or unreadable lens) or the meter being blocked from reading (e.g.: due to a parked car or closed street).
3. Accordingly, respondents to this request shall provide a thorough discussion of proposed and recommended staffing plans, supervision and span of control procedures, timelines and processes for the replacement of staff, and other relevant and pertinent information to demonstrate and ensure the District of the firm's resources and capabilities in performing reliable meter reading duties on a daily basis, and the ability to take whatever actions that may be necessary (staffing or otherwise) to ensure successful completion and timely performance. The proposal should acknowledge the District's right to request the removal of any staff assigned to this project that are found to be incompetent, careless, unqualified or negligent.

### 3. FACILITY REQUIREMENTS AND EQUIPMENT

The successful Company will, at a minimum, provide all labor, tools, vehicles, fuel and equipment necessary to perform the subject services. Respondents shall, in their proposal, address any plans or requirements for office space, parking, and access to facilities or other similar needs. Such discussion shall include a thorough narrative on whether the respondent has, or intends to acquire facilities or equipment for such purposes.

### 4. PERFORMANCE METRICS AND PENALTIES

As described, the ability to reliably read and upload 100% of customer water meter usage data, each and every month, is of paramount importance to the District and its revenue collection processes. Therefore, it is anticipated that any agreement for service will include relevant performance metrics and targets, with financial penalties for failure to meet agreed upon goals. Respondents shall include in their proposal, commonly used measures of performance and contractual remedies available to the District in the event such goals and targets are not met.

## 5. OTHER PROVISIONS

1. Company shall maintain a current business license to provide service within the District's service area
2. Notify the District the same day of any hazardous conditions requiring immediate attention (i.e. broken water meter box lids or any other sidewalk "trip" hazards, broken meters, water bubbling up in sidewalk, a possible water leak in a gutter or street).
3. Report to the District other conditions such as: suspected tampered meters, inaccessible or unlocatable meters, damaged meters, damaged meter boxes and/or lids, leaking meters, or any other maintenance or repairs that may need to be made by the District.
4. Company shall ensure all their employees assigned to this project comply with all pertinent policies of the District.
5. Company's employees shall wear a uniform that includes the following: navy blue work pants, work shirt, an orange work vest that is clearly marked "Meter Reader" on the back, and a picture identification badge that is clearly visible to the public.

## Exhibit A. REFERENCES

Proposer shall provide a minimum of six (6) references with two (2) or more years experience with the Proposer. Local and similar size contract references are preferred.

### Reference No. 1

Name of firm		
Address		
Telephone No.		
Contact		
Approx. Number of Meters Read Monthly		
Contract Dates	From:	To:
Approx. Annual Cost		

### Reference No. 2

Name of firm		
Address		
Telephone No.		
Contact		
Approx. Number of Meters Read Monthly		
Contract Dates	From:	To:
Approx. Annual Cost		

### Reference No. 3

Name of firm		
Address		
Telephone No.		
Contact		
Approx. Number of Meters Read Monthly		
Contract Dates	From:	To:
Approx. Annual Cost		

Reference No. 4

Name of firm		
Address		
Telephone No.		
Contact		
Approx. Number of Meters Read Monthly		
Contract Dates	From:	To:
Approx. Annual Cost		

Reference No. 5

Name of firm		
Address		
Telephone No.		
Contact		
Approx. Number of Meters Read Monthly		
Contract Dates	From:	To:
Approx. Annual Cost		

Reference No. 6

Name of firm		
Address		
Telephone No.		
Contact		
Approx. Number of Meters Read Monthly		
Contract Dates	From:	To:
Approx. Annual Cost		

## Exhibit B. PROPOSER'S BUSINESS INFORMATION

Please provide the information as requested below.

Length of time the firm has been in business		
Address		
List types and business license number(s)		
California State Contractor's License number		
Names and titles of all officers of the firm (provide attachment)		
Is your firm a sole proprietorship doing business under a different name?	Yes	No
If yes, please indicate sole proprietorship name and the name you are doing business under		
Please indicate your Federal Tax Number		
Is your firm incorporated?	Yes	No

### Exhibit C. COST FOR SERVICES

Please provide meter reading services on a per unit cost basis for the 1<sup>st</sup> year and 2<sup>nd</sup> year contract renewal option. Additional sheets may be used if clarification of the unit price is necessary.

#### Year 1

Item	Description	Unit Cost
1	Cost to read 14,800 meters per month	\$ _____ per meter
2	Cost to read additional meters per month	\$ _____ per meter
3	Payment to District for re-reads due to water meter readings exceeding 0.5% error rate	\$ _____ per meter
4	Payment to District for re-reads due to penalty reads for meter readings exceeding 1% of total monthly meter	\$ _____ per meter

#### Year 2

Item	Description	Unit Cost
1	Cost to read 14,800 meters per month	\$ _____ per meter
2	Cost to read additional meters per month	\$ _____ per meter
3	Payment to District for re-reads due to water meter readings exceeding 0.5% error rate	\$ _____ per meter
4	Payment to District for re-reads due to penalty reads for meter readings exceeding 1% of total monthly meter	\$ _____ per meter

[Signature on following page]

The undersigned bidder proposes to provide the services per the Request for Proposal (RFP), including Addenda Nos. [\_\_\_\_], [\_\_\_\_], and [\_\_\_\_].

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Signature of Authorized Officer of Bidder: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Phone No.: \_\_\_\_\_

### **Exhibit D. ADDITIONS, DELETIONS & EXCEPTIONS TO RFP**

Please state any and all additions, deletions and exceptions you are taking to any portion of this proposal. If not addressed below, the District assumes that the proposer will adhere to all terms and conditions listed.

## AGREEMENT

As of \_\_\_\_\_, **LAS VIRGENES MUNICIPAL WATER DISTRICT**, herein "DISTRICT," and \_\_\_\_\_, herein "CONTRACTOR," agree as follows:

1. Scope of Work:

- (a) This agreement sets forth the terms for the contractor to furnish **Meter Reading Services**. The services are described on Exhibit "A".
- (b) CONTRACTOR assumes full responsibility for having familiarized itself with the nature and extent of the work and CONTRACTOR has visited the areas and correlated observations with the requirements of the agreement.

2. Term:

This agreement is for one year, beginning \_\_\_\_\_. This agreement may be extended by mutual agreement.

3. Consideration:

- (a) DISTRICT will make monthly payments to CONTRACTOR based on unit costs set forth on Exhibit "B".
- (b) DISTRICT shall pay CONTRACTOR upon receipt of a monthly invoice for types of work performed. The Contractor shall present a demand for payment no later than the 25th day of the month following the month for which payment is sought. The District's check for payment shall be mailed.
- (c) DISTRICT may retain sums sufficient to cover unpaid claims. DISTRICT shall deduct from billings and shall not pay the following:
  - i. Charges attributable to work that have, in the opinion of the DISTRICT, not been performed or have been improperly performed by CONTRACTOR.
  - ii. Claims for extra work unless the work was approved in writing in advance by the DISTRICT.

4. Laws and Regulations:

CONTRACTOR shall give notices required by law and comply with laws pertaining to the conduct of the work. CONTRACTOR shall exercise necessary precautions for safety and environmental protection and be in compliance with

statutory and regulatory. CONTRACTOR shall comply with District policies. CONTRACTOR shall be liable for all violations of the law in connection with the work.

5. Insurance:

CONTRACTOR shall not commence work without Worker's Compensation, Employer's Liability, and Liability Insurance. Insurers must be authorized to do business and have an agent for service of process in California. Excepting only the State Compensation Insurance Fund in reference to Workers' Compensation Insurance, insurers must have an "A" policyholder's rating and a financial rating of at least Class VI in accordance with the most current Best's rating.

CONTRACTOR shall furnish proof of Crime Insurance, including Employee Dishonesty/Fidelity Coverage, to protect the District against loss by theft or mysterious disappearance of property by any of the CONTRACTOR'S employees while DISTRICT property is in the care, custody or control of the CONTRACTOR. Coverage amounts shall be not less than \$25,000 per employee, or \$100,000 aggregate.

Limits:

General Liability: Bodily injury coverage shall be for not less than \$250,000 each occurrence and not less than \$500,000 aggregate.

Property damage coverage shall be for not less than \$100,000 each occurrence and \$500,000 aggregate.

Personal injury coverage shall be for not less than \$1,000,000 aggregate.

Bodily injury, personal injury, and property damage coverage shall be in a combined single limit of not less than \$1,000,000.

Automobile Liability: Bodily injury coverage shall be for not less than \$500,000 each person and not less than \$1,000,000 for each accident, per each occurrence.

Property damage coverage shall be for not less than \$500,000 each occurrence

Or

Bodily injury and property damage coverage shall be in a

combined single limit of not less than \$1,000,000 for each occurrence.

Employer's Liability: Bodily injury coverage by accident shall be for not less than \$1,000,000 for each employee and \$1,000,000 for each accident.

Bodily injury coverage by disease shall be for not less than \$1,000,000 for each employee and \$1,000,000 for each disease.

Workers' Compensation: In accordance with the provisions of Section 3700 of the Labor Code, CONTRACTOR shall secure the payment of compensation to all employees. CONTRACTOR shall sign and file with the DISTRICT the following certificate prior to performing the work of this contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this contract".

As evidence of specific insurance coverage, CONTRACTOR shall provide industry-standard ACCORD forms naming the DISTRICT as additionally insured. Said coverage shall not be amended or cancelled without giving at least 30 days advance written notice to DISTRICT. A waiver of subrogation is to be included.

6. Contractor Representative:

CONTRACTOR shall maintain a local representative who can be reached during normal working hours who is authorized to discuss matters pertaining to the Agreement.

CONTRACTOR shall also provide a twenty-four (24) hour per day, seven (7) days per week emergency service phone number. Within two (2) hours after a call is made requesting CONTRACTOR perform emergency services, outside of normal business hours, CONTRACTOR shall commence the required service. DISTRICT shall not be charged any additional amount for emergency services unless the services to be provided would be billed as additional work if done in the regular course of CONTRACTOR'S performance.

9. Contractor's Personnel:

(a) DISTRICT may require CONTRACTOR to remove from the work site(s) any employee(s) deemed, careless, incompetent, or who is an annoyance to

the public.

(b) CONTRACTOR shall publish and distribute to all employees, workers and subcontractors (hereinafter worker) a statement notifying worker that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited. Any worker under the effect or residual effect of such controlled substance is considered a hazard and shall be removed from the job site immediately. This notice shall state that the worker has an obligation to abide by the terms of the agreement and to notify the CONTRACTOR in writing of any violation of a criminal drug statute occurring in the workplace or at the job site. CONTRACTOR shall notify DISTRICT of such incident and take appropriate action within thirty (30) days. CONTRACTOR is responsible to see that this requirement is included in all Subcontractor contracts.

(c) CONTRACTOR shall provide to its employees environmental, health and safety training to ensure compliance with all federal, state and local laws or regulations.

10. Assignment of Contract:

CONTRACTOR shall not assign this contract, or any right or interests hereunder, without the prior consent in writing of the DISTRICT.

IN WITNESS WHEREOF, this Agreement is executed by DISTRICT and CONTRACTOR as follows.

**Las Virgenes Municipal Water District**

By: \_\_\_\_\_  
David W. Pedersen, General Manager

Dated: \_\_\_\_\_, 20\_\_

**Successful Proposer**

By: \_\_\_\_\_  
Authorized Representative

Dated: \_\_\_\_\_, 20\_\_

**Approved as to Form:**

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Wayne K. Lemieux, District Counsel

**EXHIBIT "A"**  
**SCOPE OF WORK**

[Scope of Work to be negotiated with successful Proposer.]

**EXHIBIT "B"**  
**METER READING SERVICES**

Unit cost for services is as follows:

Item	Description	Unit Cost
1	Cost to read 14,800 meters per month	\$ _____ per meter
2	Cost to read additional meters per month	\$ _____ per meter
3	Payment to District for re-reads due to water meter readings exceeding 0.5% error rate	\$ _____ per meter
4	Payment to District for re-reads due to penalty reads for meter readings exceeding 1% of total monthly meter	\$ _____ per meter