

# **REQUEST FOR PROPOSALS**

**Western Municipal Water District**

**Water Meter Reading Services  
(Annual Contract)**

RFP Release Date: August 26, 2013

Proposal Due: September 30, 2013



**Western Municipal Water District  
14205 Meridian Parkway  
Riverside, California 92518  
(951) 571-7100**

**CONTRACT METER READING SERVICE  
REQUEST FOR PROPOSAL**

Request for Proposal Release Date: August 26, 2013 Noon

Question Submission Due Date: September 6, 2013 5:00 P.M.

Mandatory Pre-Proposal Workshop Date: September 10, 2013 9:00 A.M.

Proposal Due Date: September 30, 2013 5:00 P.M.

Request for Proposal Contact: Janell Gilbert, Financial Analyst  
Western Municipal Water District  
14205 Meridian Parkway  
Riverside, California 92518  
[jgilbert@wmwd.com](mailto:jgilbert@wmwd.com)  
(951) 571-7287

Pricing Components: Monthly Reading of Manual Read Meters  
Monthly Reading of Touch Read Meters  
Monthly Reading of Radio Read Meters  
Collection of GPS location of each meter

**Description**

Western Municipal Water District is actively seeking proposals from qualified Professional Services Contractors to provide Meter Reading and related customer service activities as described in this Request for Proposal (RFP).

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## 1. INTRODUCTION/INFORMATION

### 1.1 PURPOSE

The Western Municipal Water District (“District”) is seeking proposals from qualified Professional Service Contractors (“Contractor”), to provide meter reading services and related customer service activities as described in detail in this Request for Proposals (“RFP”).

### 1.2 INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this RFP, contact Janell Gilbert (951) 571-7287 or email at [jgilbert@wmwd.com](mailto:jgilbert@wmwd.com). Contact with other members of the District staff or Board members in connection with the RFP prior to the announcement of the selected contractor is prohibited.

All questions related to this RFP shall be directed to the above contact and must be received by the District no later than September 6, 2013 at 5:00 P.M.

### 1.3 SOLICITATION PROCESS

Contractors responding to this RFP should demonstrate satisfaction of the minimum requirements set forth herein in order to be eligible for consideration for award of a contract for meter reading services and related customer service activities (“Contract”). Responses to this RFP are to be submitted in writing and signed by an authorized officer of the Contractor. The District must receive one (1) hard copy and one (1) electronic copy in PDF format. Contractor’s proposal must be received by the District no later than 5:00 p.m. PST on September 30, 2013.

Submit Proposals to:

Janell Gilbert, Financial Analyst  
Western Municipal Water District  
14205 Meridian Parkway  
Riverside, California 92518

Proposals shall clearly identify the name of the Contractor, the RFP and Western Municipal Water District on the exterior of the proposal.

Contractors bear their own costs and expenses in preparing proposals.

### 1.4 MANDATORY PRE-PROPOSAL WORKSHOP

A Mandatory Pre-Proposal Workshop is scheduled on September 10, 2013 from 9:00 A.M. to 11:30 A.M. at 14205 Meridian Parkway, Riverside, CA 92518. **Contractors intending to submit proposals are required to attend the Pre-Proposal Workshop.**

Pre-Proposal Workshop participants will receive additional meter and information technology infrastructure information to respond to the RFP after signing a Non-Disclosure Agreement.

### 1.5 PRICING

Contractor will quote a firm, fixed cost per meter reading for meters listed in Section 4 below, “Technical Specifications/Scope of Services.”

### 1.6 AWARD

The District intends to award the Contract based upon the selection process set forth in this RFP. Contract award, if made, will be made to the highest ranked responsible Contractor that best serves the needs of the District. In the event that the District cannot successfully negotiate a Contract with the highest ranked responsible Contractor, the District reserves the right to award to the next highest ranked responsible Contractor and so on until all viable options have been exhausted. The District reserves the right to waive minor variations in the specifications and in the RFP process and further reserves the right to reject any or all proposals. The District makes no representation that any Contract will be awarded in response to this RFP. The District will not be liable for any costs incurred by the Contractor incidental to the preparation and presentation of qualifications either orally or in the proposal. Any costs incurred in the preparation of the proposal, in the submission of additional information, and/or in any other aspect of the proposal prior to the award of a written Contract will be borne by the Contractor.

### 1.7 PRICE VALIDITY

Prices provided by Contractors in response to this RFP are required to be valid for 120 days from the Proposal due date. The District intends to award the Contract within this time but may request an extension from the Contractors to hold pricing until negotiations are complete and the Contract is awarded.

## **2. RFP SCHEDULE**

Request for Proposal (RFP) Release	8/26/13
RFP Written questions submittal Due Date	9/6/13
Mandatory Pre-Proposal Conference and Site Visit	9/10/13
Proposals Due	9/30/13
Board Consideration	12/4/13
Project Start	1/1/14

The District expects to complete its evaluation process to select a qualified Contractor pursuant to the RFP Schedule above but reserves the right to change key dates and action as the need arises.

### **3. PROTESTS**

#### **3.1 PROTEST CONTENTS**

Contractor may protest a contract award if the Contractor believes that the award was inconsistent with District policy or this RFP is not in compliance with law. A protest must be filed in writing with the District (email is not acceptable) within five (5) business days after receipt of notification of the Contract award. Any protest submitted after 4 p.m. of the fifth business day after notification of the Contract award will be rejected by the District as invalid and the Contractor's failure to timely file a protest will waive the Contractor's right to protest the Contract award. The Contractor's protest must include supporting documentation, legal authorities in support of the grounds for the protest and the name, address and telephone number of the person representing the Contractor for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.

#### **3.2 DISTRICT REVIEW**

The District will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. The District shall provide the Contractor submitting the protest with a written statement concurring with or denying the protest. Action by the District relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this Section 3 are mandatory and are the Contractor's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

### **4. TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**

#### **4.1 INTRODUCTION**

The District provides potable and non-potable water and wastewater collection services to areas within the cities of Murrieta and Riverside, California. Water usage is recorded monthly in order to bill the District's customers. At this time, the District has approximately 23,600 meters that are read on a monthly basis.

3,570	Manual Read Meters
11,320	Touch Read Meters
8,682	Radio Read Meters

The District's long-term objective is to increase operational efficiencies in meter reading accuracy and the process by which water meters are read. The District is currently in the process of evaluating a meter replacement program that will convert Manual and Touch Read Meters to

Radio Read Meters. As a result, the quantities listed are the current estimate, which are subject to change as the District adds or removes meters and converts meters to radio read over the term of the Contract.

As a result, the Contractor should provide pricing for each type of read: Manual, Touch and Radio.

#### 4.2 METER READING REQUIREMENTS

Contractor will read each meter on average once per month with at least 99.8% accuracy (i.e., no more than two (2) missed or incorrect meter reads per 1,000 meters). Contractor will re-read missed or incorrect reads within one (1) business day. A penalty of \$10.00 per error will be applied against the Contractor's invoice for each missed or incorrect read in excess of two (2) errors per 1,000 meters.

#### 4.3 METER READ IN-FIELD VALIDATION

In the field, Contractor will validate questionable reads for the following conditions:

- Previous Read greater than Current Read
- Current Read too high/too low, compared with Prior Read - possible leak or broken meter

#### 4.4 ROUTE SYSTEM

The District's current meter reading schedule consists of approximately 20 read days each month. The District's Contract Administrator may increase or decrease the number of routes read per day in order to, for example, recover days lost to holidays or improve route efficiency. Route changes requested by the Contractor must be approved by the District's Contract Administrator.

Contractor will ensure internal control by rotating meter readers. For control purposes, meter readers are not to read the same routes more than three times in succession.

Upon the District's issuance of a notice to proceed, the successful Contractor will have thirty (30) calendar days to become familiar with District routes and operating procedures before commencing the reading of the meters. Exceptions may be granted if mutually agreed to by the Contractor and the District's Contract Administrator.

#### 4.5 REPAIR WORK ORDER REPORTING

Contractor will collect data, either through their own system or by entering the appropriate codes in the District's hand held computers, to generate work orders for needed repairs (e.g., broken/obscured register, meter box too high/low). Contractor shall notify the District when the meter reader observes a public safety problem (e.g., broken box located within sidewalk).



A penalty of \$25.00 per meter will be credited against the Contractor's invoice for each inaccurate work order that results in District staff time.

#### **4.6 STOPPED & STUCK METERS**

Contractor will check for "stopped/stuck" meters on all accounts that reflect no consumption by reviewing the meter status (on or off), occupant activity (visibly occupied or unoccupied) and by turning on a spigot if available and necessary. Contractor will report suspected malfunctioning meters to the District for repairs.

#### **4.7 METER REPORTING INCENTIVE**

The District will pay \$10.00 to the Contractor for each inoperative meter identified by the Contractor not previously identified as inoperative by the District or the Contractor and verified by the District to be inoperative. Excluded from the meter reporting incentive is any meter that is inoperative due to physical abuse or damage by the Contractor.

#### **4.8 ILLEGAL CONNECTION INCENTIVE**

The District will pay a \$50.00 incentive to the Contractor per location for identification of illegal connections not previously identified as an illegal connection by the District or the Contractor and verified by the District to be an illegal connection.

#### **4.9 NORMAL HOURS OF WORK**

Contractor's normal hours of operation will be between the hours of 0730 and 1700, Monday through Friday. Exceptions to this schedule are to be approved by the District's Contract Administrator. Contractor will submit a list of Holidays observed by Contractor with this RFP.

#### **4.10 METER CONDITIONS**

Contractor will maintain meter boxes for manually read meters clear of soil or debris to a depth of 1" below the register. Contractor will properly close and seat all meter box covers and/or meter caps. Contractor will report all meter box or meter conditions that impose an impediment to meter reading. Meter registers below the bottom of the box will be corrected by the District and require a work order as described in Section 4.5. All mechanical repairs to the meter boxes will be the responsibility of the District. Contractor will not attempt repairs of any kind.

#### **4.11 METER READING EQUIPMENT**

Contractor may use their own equipment or District owned hand-held computers to collect meter reading data. Contractor provided meter reading equipment must be compatible with the District's water billing software.

Contractor is prohibited from tampering with, altering or adjusting District owned equipment. Contractor is responsible for the proper care and safeguarding of any equipment provided by the District and will be financially responsible for damage to or loss of the hand-held computers in Contractor's possession. Routine maintenance of District owned hand held computers is the responsibility of the District.

#### 4.12 "MARKING" OF METERS USING GLOBAL POSITIONING SYSTEM (GPS)

As an optional pricing item, Contractor will collect information regarding the GPS location of District meters. This process will be required once per meter. The total estimate of GPS "marks" to be performed over the life of the Contract is 23,600. This item shall be included as a separate pricing item.

#### 4.13 CONTRACTOR'S RESPONSIBILITIES

##### 4.13.1 Hiring and Training

Contractor will provide trained personnel to complete necessary work and will ensure that its employees have the necessary skills, knowledge, training, and experience to perform meter reading accurately and safely so as not to injure or endanger the District, its employees, or any third party.

##### 4.13.2 Supervision

Contractor will provide supervision of all Contractor personnel. Problems encountered in the field that could result in reading schedule delays will be coordinated through the District's Contract Administrator. Contractor will provide the District with a list of supervisory personnel assigned to this Project and will provide cellular telephone and/or pager numbers for contact purposes. Supervisors will respond to District personnel within thirty (30) minutes during normal working hours.

##### 4.13.3 Employee Identification

**Badge:** The District will provide each Contractor Employee an identification badge with employee photo that is required to be worn in the field at all times. ID badges must be returned upon employee separation from employment. Replacement of lost or damaged badges will be charged at \$10 per badge to the Contractor.

**Uniform:** Contractor Employees are required to wear a uniform subject to approval by the District. Meter readers must wear the approved uniform while in the field. The cleaning of uniforms will be the responsibility of the Contractor. Employees will maintain a neat and clean appearance while providing meter reading services. Torn, worn or soiled uniforms will not be worn while performing responsibilities under the Contract. The District reserves the right to

inspect uniforms and require the Contractor to replace them if soiled or damaged. Contractor is responsible for providing appropriate safety equipment.

4.13.4 Driver License:

Contractor is responsible for ensuring that its employees have a valid California driver's license when driving a motor vehicle and performing the meter reading services.

4.13.5 Transportation:

Contractor is responsible for providing transportation for its employees. Contractor vehicles will be maintained by the Contractor, have a clean appearance and be mechanically sound. Contractor vehicles should include appropriate identification approved by the District clearly indicating their use for meter reading for the District.

4.13.6 Supplies:

Contractor will furnish materials and supplies necessary to complete the work.

4.13.7 Substance Abuse:

Contractor's employees are prohibited from consumption of or being under the influence of alcohol or illegal substances during working hours. Contractor employees are also prohibited from smoking while on the property of any District customer or in or near District buildings.

4.13.8 Customer Relations:

Contractor is responsible for ensuring that all customers and their property are treated in a courteous and professional manner.

4.13.9 Equal Employment Opportunity:

Contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin or place of birth. Contractor will take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, ancestry, national origin or place of birth. This action will include, but not be limited to employment; upgrading; demotion or transfer; recruitment; or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship.

4.13.10 Health and Safety:

Contractor will be liable for the health and safety of Contractor's employees while performing services for the District.

4.13.11 Criminal History:

Contractor's employees engaged in providing services to the District must be permitted, as provided by law, to work within all service areas of the District.

#### **4.14 CONTRACT ADMINISTRATOR**

The District will notify the Contractor prior to assessing any penalties or deductions from invoicing. The District will provide all available reports detailing read accuracy and route details.

The District will designate a Contract Administrator ("District's Contract Administrator") whose principal duties will be:

- Liaison with Contractor.
- Coordinate and approve all work under the Contract.
- Resolve any disputes.
- Monitor consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

### **5. SPECIAL CONDITIONS**

#### **5.1 NEWS RELEASES/PUBLICITY**

Contractor will not issue news releases, publicity releases or advertisements relating to this RFP, award of the Contract or the associated tasks, services or projects without prior written District approval.

#### **5.2 CONTRACT PERIOD**

##### **5.2.1 Initial Contract Period:**

The initial Contract term will commence upon the date of award by the District or January 1, 2014, whichever is later, and will expire one (1) year from that date.

##### **5.2.2 Termination**

The District reserves the right to terminate the Contract, in whole or in part, without cause by thirty (30) days written notice to the Contractor specifying the effective date of termination. The District shall have no further obligations under the Contract following the effective date of termination specified in the notice.

##### **5.2.3 Contract Extensions:**

The District reserves the right to extend the Contract term for two (2) additional one (1) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the District. In the event of Contract expiration, the Contractor will continue the meter reading services upon the request of the District. The extension period will not extend for more than ninety (90) days beyond the expiration date of the

then existing Contract. The District will compensate Contractor at the service rate in effect immediately prior to the extension period.

### 5.3 COST ADJUSTMENTS

Prices quoted will be firm for the initial Contract term of one (1) year. No cost increases will be accepted in the initial Contract term.

### 5.4 INVOICES/PAYMENT

The District will accept invoices once per month. Each invoice should detail costs. The District will make payment within thirty (30) days after receipt of the invoice in accordance with District Policy. **The successful Contractor will be required to enroll in the District's ePayable program (Bank of America), which provides electronic payment to vendors.**

### 5.5 INSURANCE

Within fifteen (15) working days after notification of award, the successful Contractor shall furnish to the District proof of insurance meeting the requirements hereunder and on forms satisfactory to the District. Insurance shall remain in force at all times during the Contract term and any extensions thereof. Contractor will be required to name the District on pertinent policies and meet the District's vendor insurance requirements, which include the following types of insurance and limits:

#### Commercial General Liability Insurance

At least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, at least as broad Insurance Work Office Commercial General Liability coverage (Occurrence Form CG 0001); and

#### Automobile Liability Insurance

Bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage, at least as broad as Insurance Work Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto); and

#### Workers' Compensation Insurance

At least \$1,000,000 per occurrence, in compliance with applicable statutory requirements and Employer's Liability Coverage. Insurance carriers must be authorized by the Department of Insurance, State of California, to do business in California and maintain an agent for process within the state. Such insurance carrier will have not less than an "A-"; "Class VII" according to the latest Best Key Rating unless otherwise approved by the District.

## 5.6 INSURANCE – SUBCONTRACTORS

Contractor will require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors is the sole responsibility of the Contractor.

## 5.7 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Contractor will be required to exercise extreme care to safeguard all District facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property will be the responsibility of the Contractor and repaired and/or replaced at no cost to the District.

## 6. PROPOSAL EVALUATION CRITERIA

The award of the Contract will be based on certain objective and subjective considerations listed below:

Experience, qualifications and past performance of the proposing Contractor. Discussion of past projects of a similar nature to those desired by the District. Contractor's reputation, based on submitted references. Licenses, certification and training of employees. 35%

Understanding of the overall needs of the District as presented in the narrative proposal, including proposed methodology to accomplish the required work. Discussion of the types and variety of services the Contractor can provide. 30%

Pricing. 35%

**TOTAL PERCENT AVAILABLE: 100%**

An evaluation committee of District staff or other persons selected by the District will conduct evaluations of proposals ("Evaluation Committee").

The Evaluation Committee may request oral presentations from one or more Contractors. The Evaluation Committee will make a recommendation that will be shared with the District's Finance Committee and Engineering, Operations and Water Resources Committee. The results from this process, along with a recommendation, will be forwarded to the District's Board of Directors for award of the Contract.

As part of the evaluation process, the District may require visits to customer installations or demonstrations of products Contractor intends to use. The District reserves the right, before awarding the Contract, to require a Contractor to submit evidence of qualifications and other clarifying information as the District may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present customers.

The District may require financial statements for the last two fiscal years as certified by an independent Certified Public Accountant. Do not submit these documents unless requested.

## **7. DISTRICT RESERVATION OF RIGHTS**

The District reserves the right to reject any or all proposals and to waive all irregularities to choose the Contractor and may amend the scope of this RFP at any time and in any manner, which in its opinion, best serves the District's interests. The District expects to complete its evaluation process to select a qualified Contractor, but reserves the right to change key dates and action as the need arises. The District intends to award the project to one Contractor, however, the District retains the right to award one or more separate Contracts to one or more Contractors, in the District's sole discretion. The proposals in response to this RFP will become the property of the District and may be used by the District in any way it deems appropriate. The District reserves the unqualified right to modify and/or suspend any and all aspects of the RFP, to request further information from any Contractor or person responding to the RFP, to waive any defect as to form or content of this RFP or any response thereto, to extend deadlines for accepting responses or accept amendments to responses after expiration of deadlines and to reject any and all responses to the RFP.

No individual or Contractor responding to this RFP shall obtain any claim or right of action against the District by reason of any aspect of the RFP, defects or abnormalities contained herein, defects or abnormalities in the selection process, the rejection of any proposal, the acceptance of any proposal, any statements, representation, acts or omissions of the District, the exercise of any discretion by the District in connection with any of the foregoing, or any and all other matters arising out of all or any of the foregoing.

The District shall not be obligated to respond to any proposal submitted, nor be legally bound in any manner by submission of the proposal.

The District is not required to accept the lowest price proposal. Qualifications will be evaluated to determine the most advantageous proposal based on a variety of factors including but not limited to experience, financial strength, technical capability, costs and performance.

## 8. PUBLIC NATURE OF PROPOSAL MATERIAL

All correspondence with the District including responses to this RFP will become the exclusive property of the District and will become public records under the California Public Records Act (Cal. Government Code section 6250 *et seq.*) Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, proposals submitted in response to this RFP shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either the District and the successful Contractor have completed negotiations and a recommendation has been made for Contract award or the District has rejected all proposals. Furthermore, the District will have no liability to the Contractor or other party as a result of any public disclosure of any proposal or the Contract.

After the announcement of a recommended award, all proposals received in response to this RFP will be subject to public disclosure. If a Contractor desires to exclude a portion of its proposal from disclosure under the Public Records Act, the Contractor must mark it as such and state the specific provision in the California Public Records Act, which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Contractor submits trade secret information, the Contractor must plainly mark the information as “Trade Secret” and refer to the appropriate section of the California Public Records Act, which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the District may not be in a position to establish that the information that a Contractor submits is a trade secret. If a request is made for information marked “Confidential,” “Trade Secret” or “Proprietary,” the District will provide Contractors who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.



**PROPOSAL SIGNATURE PAGE**

**How to submit proposals:**

It will be the sole responsibility of the Contractor to ensure that the proposal, including all required attachments, reaches the Western Municipal Water District prior to the proposal due date specified herein. The District must receive one (1) hard copy of the proposal and one (1) electronic copy of the proposal in PDF format. Proposals submitted by fax will NOT be accepted.

By signing below, Contractor hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the proposal.

Contractor further agrees that it has fully reviewed and understands the RFP and all attachments thereto. By submitting this signed Proposal, the undersigned Contractor will accept a Contract if approved by the District and such acceptance covers all terms, conditions and specifications of this proposal.

All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: \_\_\_\_\_  
(Signature) (Date)

Name (printed) \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ Email: \_\_\_\_\_