# Portsmouth, New Hampshire Water Department

"Water Meter Testing, RFP #36-21"

# **REQUEST FOR PROPOSALS**

<u>Sealed</u> proposals, <u>plainly marked</u>, "<u>Water Meter Testing</u>, <u>RFP #36-21</u>" on the <u>outside of the mailing envelope as well as the sealed bid envelope</u>, addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until 10:00 a.m., June 18, 2021.

Scope of Work: In-line testing of 3" or greater water meters.

Specifications may be obtained from the City's website: <a href="http://www.cityofportsmouth.com/finance/purchasing.htm">http://www.cityofportsmouth.com/finance/purchasing.htm</a>. Addenda to this bid document, if any, including written answers to questions, will be posted on the City of Portsmouth website, under the project heading. Addenda and updates will <a href="https://www.cityofportsmouth.com">NOT</a> be sent directly to vendors. Questions may be addressed to the Purchasing Coordinator at purchasing@cityofportsmouth.com.

The City of Portsmouth reserves the right to reject any or all proposals, to waive technical or legal deficiencies, to accept any proposal and to negotiate such terms and conditions of a final contract as may be in the best interest of the City of Portsmouth.

If you have any questions please contact the Purchasing department at 603-610-7227.

#### INTRODUCTION

The City of Portsmouth, Public Works, Water Division is soliciting proposals from qualified contractors for in-line testing of 3" or greater water meters. The work under this contract will include the furnishing of all labor, equipment, apparatus, meter parts and incidentals necessary for in-line testing, in-line repair, and in-line calibration of cold water meters.

All work must be accomplished during normal working hours, Monday through Friday between the hours of 8:00am and 3:00pm.

#### SERVICES TO BE PROVIDED

#### **TESTING**

Test each meter, indicated by a check mark on the attached list, to determine accuracy and general condition. If meter test conforms to accuracy standards of NEWWA and AWWA for repaired meters, no further work shall be performed, and only the test charge shall be made. However, condition of the meter will not be warranted, since no inspection has been made of the working parts.

If the meter tests to accuracy standards of the NEWWA and AWWA, but the City specifies that the meter is to be examined, a test, repair and calibration charge will be made in addition to the test charge.

If the initial meter test does not conform to accuracy standards of the NEWWA and AWWA for repaired meters, the meter shall be repaired and recalibrated, and a total charge will be made.

All meters shall be tested before and after repairs.

Any work not specifically mentioned which is needed to make the repair complete within the intent of this specification shall be performed.

#### ASSISTANCE AND SCHEDULING

The City shall be responsible for scheduling meters to be tested and/or repaired and shall make arrangements with the customer for shutdown of water service, if meter is without bypass. The City will provide an employee that will be responsible for operating and locating all valves which turn off the water services, divert water through bypass lines, or are installed for any other purposes.

#### **REPORTS**

The contractor shall provide a written report on each meter tested and repaired, including but not limited to the following: location, make, model, reading, meter number, size, accuracy of meter before and after repairs for high, intermediate and low flow, itemized list of parts used for repair, and description of valves, bypass and pit condition.

The contractor shall provide the City with a water meter field test report (hard copy and electronic copy) noting all parts used, price of each part and total labor cost for water meter repaired. The charges for parts will be at the manufacturer's list price as provided with the bid proposal.

#### **CREW SIZE**

The size of each crew shall be that which is necessary to do the work efficiently and in a professional manner and with at least one certified technician. The City will provide one person to assist and certify the work done by the contractor is up to AWWA and the City's standards.

The contractor shall utilize only personnel experienced with water meter testing and repairs. The contractor shall be solely responsible for conducting the work specified herein in a safe manner so as not to endanger any personnel, equipment, or structures. Any damages resulting from the services operation shall be the responsibility of the contractor, and any equipment or structures damaged shall be restored to their original condition at the contractor's expense.

#### **TEST METER**

The contractor shall provide all necessary testing apparatus to accurately determine the amount of water discharged. The test meter shall be of a turbine type, specifically designed and manufactured by a meter company for field testing. The test meter shall be designed to test all types of meters and sizes on the attach list. The contractor may be required to provide proof of the test meters accuracy as well as success of method employed.

#### **MATERIALS**

All parts provided by contractor shall be manufactured new parts purchased from the meter company manufacturing said meter. No rebuilt parts will be accepted.

All parts shall be supplied by the contractor. The contractor shall provide a current manufacturers parts list (to be included with the bid proposal) for each type of meter to be tested and repaired. OR: Charges for all materials and parts shall be at the manufactures printed catalog price plus a normal markup not to exceed 25%.

#### **INSPECT**

The City reserves the right to inspect all work. If the work is found unsatisfactory or in conflict with the provisions set forth in these specifications, the City may hold back payment for work completed until the Contractor has made the necessary correction.

#### FLOW OF WATER

The Contractor shall provide a proper water course for the flow of water being expended in the testing of the water meter so as to minimize the inconvenience to roadway and pedestrian traffic.

#### WARRANTY

Each meter repaired or converted to current model design under this contract are warranted to be free from defects in material and workmanship for a period of one year from the date of the certified test report.

#### SUBMITTAL REQUIREMENTS

Proposers shall submit three copies of the proposal. Proposals will be accepted until June 18, 2021 at 10:00 a.m., at Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire 03801.

The following shall be included in the proposal:

- 1. Cover letter providing a description of the firm, including years in business, number of employees, and location of offices, along with contact information.
- 2. A description of relevant experience specifically identifying other New England municipalities that are currently or have recently used the firm's services.
- 3. Provide the name, title and phone number of at least three references.
- 4. Completed Cost Proposal Form.
- 5. Identify any claims, enforcement actions or lawsuits brought by any person or entity in the last three years arising from the firm's work (workers compensation claims or other employee claims excluded).

# **SELECTION CRITERIA**

Firms shall be evaluated on the following:

- A. Tthe firm's ability, capacity, and skill to perform the work;
- B. The firm's experience, reputation, efficiency, judgment, and integrity;
- C. Firm's past performance, if any, with the City:
- D. Firm's ability to provide future maintenance and/or services; and
- E. Completed Cost Proposal Form.

The City reserves the right to request additional information from firms and to conduct interviews of one or more firms if determined useful to the process. If interviews are held, firms may be re-ranked as part of that process with adjustments to scoring.

The highest ranking firm at the end of the ranking process will be offered the opportunity to enter into contract negotiations with the City. If the parties cannot agree on the final contract terms including scope and fee, the City may end negotiations and proceed to the next highest ranked firm or exercise any of its reserved rights.

## **Reservation of Rights**

The City of Portsmouth reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept and negotiate any terms of a proposal that may be in the best interest of the City. The City may request clarification or additional information of firms.

By submitting a proposal, the firm authorizes the City to undertake such investigation as may be necessary to verify the firm's qualifications and reputation. The firm may be requested to execute a release in favor of third parties who have information relative the firm's qualifications and reputation. Refusal to execute a release may result in disqualification.

#### **ATTACHMENT A**

#### **ADDITIONAL CONTRACT TERMS**

#### **IDEMNIFICATION**

The Contractor shall indemnify, protect and save harmless the City from any and all losses, claims, suits, judgments and proceedings of any nature arising out of the conduct of work or the performance of this agreement.

# **SUBCONTRACTING**

The Contractor shall not sub-contract or sublet any portion of the work covered by this contract.

#### **PAYMENT**

The Contractor shall render invoices to the City when testing and/or testing and repairs have been completed in accordance with the fee schedule as set forth in the proposal. City's payment terms are net 30.

#### **INSURANCE REQUIREMENTS**

#### **GENERAL**

The Contractor shall purchase and maintain, until acceptance of the work, insurance of the limits and types specified below from an insurance company approved by the Owner, in addition to the following:

The contractor agrees to pay on behalf of and hold harmless the City of Portsmouth for all claims arising in whole or in part from its work on behalf of the City.

#### ADDITIONAL INSURED

All liability policies shall include the City of Portsmouth, New Hampshire as a named Additional Insured.

- 1. The contractor's insurance shall be primary in the event of a loss.
- The Additional Insured endorsement must include language specifically stating that the entity is to be covered for all activities performed by, or on behalf of, the contractor, including the City of Portsmouth's general supervision of the contractor.

# **EVIDENCE OF INSURANCE**

As evidence of insurance coverage, the Owner may, in lieu of actual policies, accept official written statements from the insurance company certifying that all the insurance policies specified below are in force for the specified period. The Contractor shall submit

evidence of insurance to the Owner at the time of execution of the Agreement. Written notice shall be given to the City of Portsmouth, NH at least fifteen (15) days prior to cancellation or non-renewal of such insurance coverage.

# FORMS OF INSURANCE

Insurance shall be in such form as will protect the Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract whether such operation by himself or by anyone directly or indirectly employed by him.

# **AMOUNT OF INSURANCE**

- Commercial General Liability:
   Bodily injury or Property Damage \$1,000,000
   Combined Single Limit, per occurrence
- Automobile and Truck Liability: Bodily Injury or Property Damage - \$1,000,000 Combined Single, Limit, per occurrence

#### TYPES OF INSURANCE

Purchase and maintain the following types of insurance:

- 1. Workers Comprehensive Insurance coverage for all people employed by the contractor to perform work on this project. This insurance shall be in strict accordance with the requirements of the most current laws of the State.
- 2. Bodily injury and Property Damage Insurance covering the operation of all motor vehicles and equipment, whether or not owned by the contractor, being operated in connection with the prosecution of the work under this contract.

# **COST PROPOSAL FORM**

# WATER METER TESTING

COMPOUND METER	TEST ONLY <u>CHARGE</u>	TEST, REPAIR, RECALIBRATION <u>CHARGE</u>
2"		
3"		
4"		
6"		
8"		
10"		
TURBINE METER		
<u>2</u> "		
3"		
4"		
6"		
8"		
10"		
FIRE LINE METER		
2"		
3"		
4"		
6"		
8"		
10"	·	
MARK-UP ON COST OF MA	TERIALS WILL BE	%

Signature:
Name (Print):
Title:
Company Name:
Address:
City, State & Zip Code:
Telephone Number:
Email: