

BID DOCUMENTS & SPECIFICATIONS

for

**WATER METERS FOR
INVENTORY**

BID NUMBER 71-14

City of Portsmouth, New Hampshire

Prepared by:

City of Portsmouth
Water Division
680 Peverly Hill Rd.
Portsmouth, NH 03801

City of Portsmouth
Portsmouth, New Hampshire

Water Division

“Water Meters Inventory, Bid #71-14”

INVITATION TO BID

Sealed bids , **plainly marked with “Water Meters Inventory, Bid #71-14” on the outside of the mailing envelope as well as the sealed envelope,** addressed to the Finance/Purchasing Department, City Hall, 1 Junkins Avenue, Portsmouth, New Hampshire, 03801, will be accepted until **July 10, 2014 @ 2:00 p.m.** at which time all bids will be publicly opened and read aloud.

Scope: To supply and deliver water meters used in the City of Portsmouth water system.

The total bid package may be obtained from the Finance/Purchasing Department on the third floor at the above address, by calling the Purchasing Coordinator at 603-610-7227, or from our website www.cityofportsmouth.com. Any addenda to this bid will be posted to the City’s website under the project heading.

The City of Portsmouth reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the City.

If you have any questions please contact the Purchasing Coordinator at the above number.

**CITY OF PORTSMOUTH
PORTSMOUTH, NEW HAMPSHIRE**

Instructions to Bidders

It is the intent of this proposal to establish agreements to supply and deliver water meters used in the City of Portsmouth Water System.

Any quantity specified is an estimate only, and the City of Portsmouth will purchase just the quantities necessary, at various times, to perform the intended operations. Purchased quantities may be equal to, less than, or greater than the estimates. **Prices are not to be based on minimum quantities.**

Bid prices shall be in effect for a period of two (2) years. The City of Portsmouth reserves the right to negotiate an extension of the contract beyond the expiration date.

All bid prices shall be FOB delivered to Department of Public Works, 680 Peverly Hill Road, Portsmouth, NH 03801. No added freight or handling charges will be allowed.

Delivery shall be made within 15 working days of the order date.

Each item will be considered on a separate item basis. "All-or-None" proposals will not be accepted.

Portsmouth, New Hampshire
Public Works Department

1. Preparation of Bid Proposal

a) The bidder shall submit her/his proposal on the forms furnished by the City (attached). The bidder shall specify a unit price for each pay item. All words and figures shall be in ink or typed.

If a unit price or lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it, and initialed by the bidder, also with ink.

b) The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture; by one or more officers of a corporation, or by an agent of the contractor legally qualified and acceptable to the City. If the proposal is made by an individual, his name and post office address must be shown, by a partnership the name and post office address of each partnership member must be shown; as a joint venture, the name and post office address of each must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles, and business addresses of the President, Secretary and Treasurer.

c) Any addenda to this bid document will be posted to the City's website. It is bidder's obligation to check the website for addenda.

2. Irregular Proposals

Bid proposals will be considered irregular and may be rejected for any of the following reasons:

a) If the proposal is on a form other than that furnished by the City or if the form is altered.

b) If there are unauthorized additions, conditional or alternated bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.

c) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

d) If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items.

3. Delivery of Bid Proposals

When sent by mail, the sealed proposal shall be addressed to the City at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the invitation for bids.

Proposals received after the time for opening of the bids will be returned to the bidder, unopened. Faxed bid proposals are NOT acceptable.

4. Withdrawal of Bid Proposals

A bidder will be permitted to withdraw his proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposal.

5. Public Opening of Bid Proposals

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. Bidders, their authorized agents, and other interested parties are invited to be present.

6. Disqualification of Bidders

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:

- a) More than one proposal for the same work from an individual, firm, or corporation under the same or different name.
- b) Evidence of collusion among bidders.
- c) Failure to submit all required information requested in the bid specifications.
- d) Default under previous contracts.

AWARD

1. Consideration of Proposals

After the proposals are opened and read, they will be compared on the basis of price and the evaluation criteria set forth below. Bid results will be available to the public.

- a) The bidder's ability to perform within the specified time limits
- b) The bidder's experience, reputation, efficiency, judgment, and integrity
- c) The quality, availability and adaptability of the supplies and materials sold
- d) Bidder's past performance
- e) Sufficiency of bidder's financial resources to fulfill the contract
- f) Bidder's ability to provide future maintenance and/or services
- g) Compatibility of water meter with City's existing Automatic Meter Reading (AMR) system
- h) Other applicable factors as the City determines necessary or appropriate

The City reserves the right to undertake such investigation as it deems necessary to verify the qualifications of the bidder and assess the evaluation criteria.

2. Award

Within 45 calendar days after the opening of proposals, award or multiple awards will be made to qualified bidders using the evaluation criteria as described. The successful bidder(s) will be notified, by the form mailed to the address on the proposal, that the bid has been accepted and that he has been awarded the bid.

3. Cancellation of Award and Reservation of Rights

The City reserves the right to cancel the award at any time before notification to the successful bidder without any liability against the City. The City of Portsmouth reserves the right to reject any or all bids, to waive technical or legal deficiencies, and to accept any bid that it may deem to be in the best interest of the City.

4. Terms and Conditions Upon Award

Bidders which receive a Notice of Award and deliver to the City any of the items ordered shall be bound by the terms and conditions set forth below. For purposes of these terms and conditions, bidder is referred to as Vendor:

- a. Delivery - Time is of the essence in this contract, and if delivery of items is not completed by the time promised, the City reserves the right without liability, in addition to its other rights and remedies, to terminate this contract by notice effective when received by Vendor, as to stated items not yet shipped or services not yet rendered, and to purchase substitute items or services elsewhere and charge the Vendor with any loss incurred. Any provisions herein for delivery of articles or the rendering of services by installments shall not be construed as making the obligations of Vendor servable. Shipments sent C.O.D. without City's written consent will not be accepted and will be at Vendor's risk.
- b. Amendments - No agreement or understanding to modify these terms and conditions shall be binding upon the City unless in writing and signed by City's authorized agent. All specifications, drawings, and data submitted to Vendor with this order are incorporated and made a part hereof.
- c. Inspection - Materials or equipment purchased are subject to inspection and approval at the City's destination. The City reserves the right to reject and refuse acceptance of items which are not in accordance with the specifications or Vendor's warranty (express or implied). City will charge Vendor for the cost of inspecting merchandise rejected. Items not accepted will be returned to Vendor at Vendor's expense. Payment for any article hereunder shall not be deemed an acceptance thereof.
- d. Warranty - By accepting this order Vendor hereby warrants that the items and services to be furnished hereunder will be in conformity with City's specifications or Vendor's samples and that items furnished will be fit for the use intended by City. Vendor agrees that this warranty shall survive acceptance of the items. Warranties shall be in addition to any warranties of additional scope given to City by Vendor.
- e. Patents - Vendor undertakes and agrees to defend at Vendor's own expense, all suits, actions, or proceedings in which the City is made a defendant for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder (except infringement necessarily resulting from adherence to specifications or drawings, other than those of Vendor's design or selection, originally

submitted to Vendor by the City) and further agrees to pay and discharge any and all judgment or decrees which may be rendered in any such suit, action or proceedings against such defendants therein.

- f. New Equipment and Technology - If at any time new equipment or new technology is released to replace or upgrade equipment presented in the proposal of the successful bidder during the duration of this contract; the Vendor shall notify the City. Written notification shall include pricing for the new equipment along with functional description of new equipment. The pricing shall meet the requirements of Item 10 in General Conditions. The City shall have the option to purchase the new equipment or new technology. If new equipment does not meet City's specifications then the City may rescind the contract in writing to the Vendor.
- g. Discontinuation of Equipment - If at any time during the duration of this purchase order and the warranty period of the equipment, the equipment is discontinued, the Vendor shall notify the City immediately. The VENDOR shall also inform the City of what equipment will replace the discontinued equipment. The pricing of the replacement equipment shall meet the specifications.
- h. Prices - Proposal prices shall encompass everything necessary for furnishing the item(s) specified in, and in accordance with the specifications, including proper packing, the cost of delivery, and travel expenses.
- i. Compliance with Laws - In accepting this order Vendor represents that it has and will continue during the performance of this order to comply with the provisions of all federal, state and local laws and regulations from which liability may accrue to City from any violation thereof. By acceptance hereof, Vendor certifies compliance with the "Fair Labor Standards Act" of 1938, as amended, in the performance of this order.
- j. Non-Discrimination - By acceptance hereof, Vendor certifies that during the performance of this order, it will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices in the selection or retention of subcontractors, if any, or in the procurement of materials and supply of equipment.
- k. Rules and Regulations - All applicable Federal, State, and Local Laws, and the rules and regulations of all authorities having jurisdiction over performance of the contract shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- l. Pilot – The City may choose to have the successful proposer conduct a pilot to demonstrate the meters can be read by the City's AMR system. The pilot, if selected, shall include (10) water accounts between 5/8-inch and 2-inch, and (5) water accounts 3-inch and larger, which shall be determined after the contract is awarded. The pilot shall last no longer than three (3) months. Order of additional meters shall not be made until successful completion of the pilot. If meters are being successfully read by the system in the pilot

period, the City intends to move forward with purchasing the remainder of the meters. If the meters are not being read successfully, the City shall notify the bidder in writing. The bidder shall have two (2) months to work with the City and the AMR Vendor to fix the issue. If a solution cannot be reached within two (2) months the City may elect not to proceed with the remainder of the contract.

Bidder Questionnaire to be completed and submitted with Bid

The Bidder shall state below what works of a similar character to that of the proposed contract he has performed, and provide such references as will enable the City to judge his experience, skill, and business standing.

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add separate sheets.

1. Name of Bidder.
2. Permanent Main Office address.
3. When organized?
4. Where incorporated?
5. Is bidder registered with the Secretary of the State to do business in New Hampshire?
6. For how many years has your firm engaged in the contracting business under its present name? Also state names and dates of previous firm names, if any.
7. Contracts on hand. (Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion.)
8. General character of work performed by your company.
9. Have you ever failed to complete any work awarded you in the scheduled contract time, including approved time extensions? ___(Yes) ___(No).
If so, where and why?
10. Have you ever defaulted on a contract? ___(Yes) ___(No).
If so, where and why?
11. Have you ever had liquidated damages assessed on a contract? ___(Yes) _____(No).
If so, where and why?
12. List the more important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
13. List your major equipment available for this contract.
14. Name the individual who will be the authorized representative for receiving notices and for day-to-day project administration. Provide the name, address and phone number of the nearest manufacturer's representative of the meters being provided.

15. Are copies of the equipment cut sheets, installation guides, warranties, and guarantees provided for the proposed equipment, including all terms and conditions? Equipment cut sheets, installation guides, warranties, and guarantees must be provided and must meet the minimum criteria in the specifications.
16. List currently available AMR systems compatible with the proposed meter/register. The meter/registers must, at a minimum be compatible with the AMR systems described in the technical specification.
17. List a reference where the proposed meters are being read by a Zenner Stealth ® and/or Datamatic Mosaic ® reading system.
18. With what banks do you conduct business?

Do you grant the Engineer permission to contact this (these) institutions?
 (Yes) ___(No)

NOTE: Bidders may be required to furnish their latest financial statement as part of the award process.

Respectfully submitted:

Signature	Address
Title	

Date

_____ Being duly sworn, deposes and says that he is
 _____ of _____
 (Name of Organization)

and that the answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to before me this _____ day of _____, 20 _____

_____ Notary

Public

My commission expires _____

BID

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of _____ doing business as _____ (Corporation, Partnership, Individual)

To the City of Portsmouth, NH (hereinafter called "City").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the supply of WATER METERS FOR INVENTORY, BID 71-14

in accordance with the bid document, within the time set forth therein, and at the prices stated below.

By submission of this bid, BIDDER that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the bid with any other BIDDER or with any competitor. Bidder confirms that this bid is not made jointly or in conjunction, cooperation or collusion with any person, firm, corporation or other legal entity.

By submission of this Bid, BIDDER hereby agrees: (1) to perform in accord with Terms and Conditions upon award as outlined in the Bid Document, (2) to meet all Specifications set forth in the Bid Document for any Meters or other equipment supplied (3); to supply meters and other equipment in accord with the submitted Bid Price Schedules; and (4) deliver water meters and registers within 15 calendar days from the date of receipt of individual purchase orders.

The Bidder understands that the City is under no obligation to purchase a particular quantity of the products listed. Bidder also understands that bid prices shall include delivery.

Bidder agrees no officer, agent or employee of the City is directly or indirectly interested in this Bid.

Respectfully submitted:

Signature Address

Title

Date

BIDDER acknowledges receipt of the following ADDENDUM:

BID PRICE SCHEDULE

Base Bid Year 1:

The Base Bid Year 1 includes supply of water meters and registers as described herein. Bid prices shall include any applicable taxes and fees and all delivery charges. Delivery shall be FOB, Department of Public Works, 680 Peverly Hill Rd, Portsmouth, NH 03801. See bid documents for all terms and conditions. Bid prices shall be firm through June 30, 2015.

Item No.	Estimated Quantity*	Brief Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures
A1 WATER METERS AND REGISTERS:			
A1a	515 units	5/8 x 3/4-inch positive displacement water meter with encoder register, furnished, per unit	\$ _____
		(dollars)	
		and	
		(cents)	
		(\$ _____)	
A1b	80 units	1-inch positive displacement water meter with encoder register, furnished, per unit	\$ _____
		(dollars)	
		and	
		(cents)	
		(\$ _____)	
A1c	32 units	1 1/2-inch positive displacement water meter with encoder register, furnished, per unit	\$ _____
		(dollars)	
		and	
		(cents)	
		(\$ _____)	
*Quantity assumed for comparison of Proposals.			
A1d	100 units	2-inch positive displacement water meter with encoder register, furnished, per unit	\$ _____
		(dollars)	
		and	
		(cents)	
		(\$ _____)	

Item No.	Estimated Quantity*	Brief Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures
A1e	7 units	3-inch electromagnetic water meter with encoder register, furnished, per unit	\$ _____
		(dollars)	
		and	
		(cents)	
		(\$ _____)	
A1f	4 units	4-inch electromagnetic water meter with encoder register, furnished, per unit	\$ _____
		(dollars)	
		and	
		(cents)	
		(\$ _____)	
A1g	4 units	6-inch electromagnetic water meter with encoder register, furnished, per unit	\$ _____
		(dollars)	
		and	
		(cents)	
		(\$ _____)	
A1h	1 unit	8-inch electromagnetic water meter with encoder register, furnished, per unit	\$ _____
		(dollars)	
		and	
		(cents)	
		(\$ _____)	
TOTAL OF BASE BID YEAR 1			\$ _____

*Quantity assumed for comparison of Proposals.

Base Bid Year 2:

Base Bid Year 2 includes supply of water meters and registers as described herein. Bid prices shall include any applicable taxes and fees and all delivery charges. Delivery shall be FOB, Department of Public Works, 680 Peverly Hill Rd, Portsmouth, NH 03801. See bid documents for all terms and conditions. Bid prices shall be firm from July 1, 2015 to June 30, 2016.

Item No.	Estimated Quantity*	Brief Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures
B1		WATER METERS AND REGISTERS:	
B1a	140 units	5/8 x 3/4-inch positive displacement water meter with encoder register, furnished, per unit	\$ _____
		(dollars)	
		and	
		(cents)	
		(\$ _____)	
B1b	9 units	1-inch positive displacement water meter with encoder register, furnished, per unit	\$ _____
		(dollars)	
		and	
		(cents)	
		(\$ _____)	
B1c	6 units	1 1/2-inch positive displacement water meter with encoder register, furnished, per unit	\$ _____
		(dollars)	
		and	
		(cents)	
		(\$ _____)	
B1d	4 units	2-inch positive displacement water meter with encoder register, furnished, per unit	\$ _____
		(dollars)	
		and	
		(cents)	
		(\$ _____)	
*Quantity assumed for comparison of Proposals.			
B1e	1 unit	3-inch electromagnetic water meter with encoder register, furnished, per unit	\$ _____
		(dollars)	
		and	

Item No.	Estimated Quantity*	Brief Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures
		(cents)	
		(\$ _____)	
<i>TOTAL OF BASE BID YEAR 2</i>			\$ _____

*Quantity assumed for comparison of Proposals.

Item No.	Estimated Quantity*	Brief Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures
		and _____ (cents) (\$ _____)	
C1e	7 units	3-inch electromagnetic water meter with encoder register, furnished, per unit	\$ _____
		_____ (dollars) and _____ (cents) (\$ _____)	
C1f	4 units	4-inch electromagnetic water meter with encoder register, furnished, per unit	\$ _____
		_____ (dollars) and _____ (cents) (\$ _____)	
C1g	4 units	6-inch electromagnetic water meter with encoder register, furnished, per unit	\$ _____
		_____ (dollars) and _____ (cents) (\$ _____)	
C1h	1 unit	8-inch electromagnetic water meter with encoder register, furnished, per unit	\$ _____
		_____ (dollars) and _____ (cents) (\$ _____)	
TOTAL OF ALTERNATE 1 BID YEAR 1			\$ _____

*Quantity assumed for comparison of Proposals.

Alternate 1 Bid Year 2:

The Alternate 1 Bid Year 2 includes supply of alternative technology water meters and absolute encoder registers for meter sizes 5/8- through 2-inch, and electromagnetic meters and absolute encoder registers for meter sizes 3-inch and greater, as described herein. The bidder should assert the make and model of the alternative technology water meters 5/8- through 2-inch in the following space, if a bid is submitted for this alternate: _____.

Bid prices shall include any applicable taxes and fees and all delivery charges. Delivery shall be FOB, Department of Public Works, 680 Peverly Hill Rd, Portsmouth, NH 03801. See bid documents for all terms and conditions. Bid prices shall be firm from July 1, 2015 to June 30, 2016.

Item No.	Estimated Quantity*	Brief Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures
D1 WATER METERS AND REGISTERS:			
D1a	140 units	5/8 x 3/4-inch water meter with encoder register, furnished, per unit	\$ _____
		_____ (dollars)	
		and _____ (cents)	
		(\$ _____)	
D1b	9 units	1-inch water meter with encoder register, furnished, per unit	\$ _____
		_____ (dollars)	
		and _____ (cents)	
		(\$ _____)	
D1c	6 units	1 1/2-inch water meter with encoder register, furnished, per unit	\$ _____
		_____ (dollars)	
		and _____ (cents)	
		(\$ _____)	
*Quantity assumed for comparison of Proposals.			
D1d	4 units	2-inch water meter with encoder register, furnished, per unit	\$ _____
		_____ (dollars)	

Item No.	Estimated Quantity*	Brief Description Unit or Lump Sum Price Bid in Both Words and Figures	Total in Figures
		and _____	
		(cents)	
		(\$ _____)	
D1e	1 unit	3-inch electromagnetic water meter with encoder register, furnished, per unit	\$ _____

		(dollars)	
		and _____	
		(cents)	
		(\$ _____)	
		TOTAL OF ALTERNATE 1 BID YEAR 2	\$ _____

*Quantity assumed for comparison of Proposals.

ADDITIONAL EQUIPMENT

The City may elect to purchase any of the items listed below during any phase of the project at quantities and time intervals determined by the City. Provide unit prices for each of the items listed below.

5/8"	COUPLINGS – STRAIGHT (Male Iron Pipe Thread)	\$ _____/each
3/4"	COUPLINGS – STRAIGHT (Male Iron Pipe Thread)	\$ _____/each
1"	COUPLINGS – STRAIGHT (Male Iron Pipe Thread)	\$ _____/each
3/4"	COUPLINGS - BENT (Male Iron Pipe Thread)	\$ _____/each
1"	COUPLINGS - BENT (Male Iron Pipe Thread)	\$ _____/each
1 1/2"	COUPLINGS - BRONZE	\$ _____/each
2"	COUPLINGS - BRONZE	\$ _____/each
1 1/2"	FLANGES - CI	\$ _____/each
1 1/2"	FLANGES - BRONZE	\$ _____/each
2"	FLANGES - CI	\$ _____/each
2"	FLANGES - BRONZE	\$ _____/each
3"	FLANGES - CI	\$ _____/each
3"	FLANGES - BRONZE	\$ _____/each
4"	FLANGES - CI	\$ _____/each
4"	FLANGES - BRONZE	\$ _____/each
6"	FLANGES - CI	\$ _____/each
6"	FLANGES - BRONZE	\$ _____/each
8"	FLANGES - CI	\$ _____/each
2"	Bolts, Elliptical two-bolt flanged	\$ _____/each
3" & up	Bolts, Round Flanged Connections	\$ _____/each

END OF SECTION