

NOTICE TO BIDDERS

Date: April 17, 2017

BID NUMBER: RFB #18-02, Water Meter Unit Price Bid

Notice is hereby given that the City of Escondido, hereinafter referred to as "City," is seeking bids from interested and qualified vendors for Water Meters.

Bidders shall sign and return one original bid plus one complete copy for the City's Evaluation Team to review. Bids shall be submitted in a sealed envelope labeled "**RFB #18-02 Water Meter Unit Price Bid**". Bids shall be mailed or hand delivered to the City of Escondido, Attn: Yvonne Trabue, Purchasing Supervisor, 201 N Broadway, Escondido, CA 92025, on or before the closing date and time. Electronically submitted bids shall not be accepted. All submitted bids shall become public record upon their delivery to the City. **Any bids received after the closing date and time will be returned unopened to the bidder.**

Bid Closing Date: May 1, 2017 Time: 2:00 p.m.

Bid Closing Location: City of Escondido,
Purchasing Division,
Finance Conference Room
201 North Broadway
Escondido, CA 92025

Bidders shall thoroughly review this solicitation for defects and questionable or objectionable material. Questions or comments concerning this RFB must be submitted solely via email to Yvonne Trabue, Purchasing Supervisor at ytrabue@escondido.org no later than 4:00 p.m. on April 21, 2017. Emails must be clearly referenced as "**RFB #18-02 Water Meter Unit Price Bid**". A summary of questions from prospective bidders and City responses will be posted by RFB number on the City's website at www.escondido.org by 2:00 p.m. on April 26, 2017. Any questions or comments received after April 21, 2017 will be disregarded.

Sincerely,

Yvonne Trabue
Purchasing Supervisor

THE CITY OF ESCONDIDO ENCOURAGES THE PARTICIPATION OF LOCAL BUSINESSES AND
DISABLED VETERAN BUSINESS ENTERPRISES

CITY OF ESCONDIDO

BID SPECIFICATIONS

Introduction

The City of Escondido is seeking **unit price bids** for displacement type water meters as per the attached specifications. All meters must comply with the latest revised issue of the American Water Works Association (AWWA C700).

Bids will be analyzed and the award made to the lowest and most responsive and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the City, price and other factors considered. The lowest bid will be determined based on total bid price.

Quantities

The quantities listed in this request for bid are **estimated annual** purchase quantities. These quantities may fluctuate up or down, by item, during the contract year. The City is not obligated to order or accept more than the City's actual requirements during the contract year.

Prices

Bid price must include delivery/freight fee (**Free on Board**) to the City of Escondido Public Works Yard, 475 N. Spruce St, Escondido, California 92025, and applicable state and federal taxes. Price shall not be based on minimum quantities. The City requires firm prices for one year. If the successful bidder intends to revise its pricing after the first year, changes shall be made on the anniversary date of the contract and only upon written notice provided at least (180) days prior to the price change. Price increase may not, under any circumstances, exceed three percent (3%) of the original contract price. No retroactive contract price adjustments will be allowed.

WATER METER SPECIFICATIONS

TYPE

The City requires positive displacement type water meters, with magnetic drives and hermetically sealed registers.

CASE

Water meter cases shall have a non-corrosive, water works bronze outer case that complies with:

- Regulations stipulated by the California Proposition 65, NSF 61 certification.
- AWWA C700 standards
- Lead-free provisions of the Safe Drinking Water Act

All meters must possess a separate measuring chamber which may be easily removed from the case.

REGISTER

The water meter register must be the straight reading type, the index circle shall be equipped with a sweep test hand. The register shall be permanently sealed by the manufacturer and shall read in US gallons only. The register shall have a low flow leak detector. The register shall include a tamper indicator.

CONNECTIONS

The water meter case connections for ¾-inch and 1-inch meters shall have meter casing spuds on both ends. The water meter case connections for 1-1/2-inch and 2-inch meters shall have two bolts oval-flanged on both ends. Do not bid on coupling nuts and coupling tailpieces.

MARKINGS

The size and direction of flow shall be marked permanently on the outer case. All water meters shall have manufactures serial numbers stamped on the meter main case and on the top of the register cover. A barcode shall be attached to each meter with meter make, model, size, and serial number.

WARRANTY

All water meters shall be guaranteed to meet AWWA new meter accuracy standards for the first two (2) years to commence upon installation date of each individual meter. Meters shall be guaranteed to meet AWWA repaired meter accuracy standards for the balance of a total of fifteen (15) years. The water meters shall also be guaranteed against any and all mechanical defects. Defective meters will be returned to the vendor for replacement or repair at the expense of the vendor.

Other Requirements

1. Scrap Program:

If bidder offers a scrap meter return program, include the scrap meter return program information with the bid packet.

2. Certificate:

Bidder shall provide, at the time of each delivery, a certificate showing each water meter has been tested for accuracy of registration, and that it complies with the accuracy and capacity requirement of AWWA C700.

4. Serial Numbers:

Bidder shall provide on each packing slip the make, model, size and serial numbers for each meter. The serial numbers must be in numerical order, beginning with the smallest serial number and ending with the largest serial number.

5. Water Meters AMR /AMI Capable:

All water meters must be capable of AMR (automatic meter reading) and AMI (advanced metering infrastructure). Bidders shall submit a list of AMR manufacturers that are compatible with their water meters.

Contract Term

The City of Escondido is requesting a one-year contract with the successful bidder to begin July 1, 2017 through June 30, 2018. The City of Escondido has the option to renew the contract on an annual basis not to exceed a total of five (5) consecutive years based on satisfactory performance by contractor and mutual agreement by both parties.

Reference

Enclose with your bid packet a list of three (3) current references, preferably municipal agencies of similar size to the City of Escondido. List of references shall include contact name, company name, address, and phone number.

PRICING SHEET

ITEM	QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			The following are estimated quantities:		
1	1500	Each	¾" x ¾" Meter, 7.5 inch lay lengths Indicate Product Manufacturer:		
2	150	Each	1" Meter Indicate Product Manufacturer:		
3	100	Each	1.5" Meter shall be equipped with 1" test plugs Indicate Product Manufacturer:		
4	100	Each	2" Meter shall be equipped with 1" test plugs Indicate Product Manufacturer:		
			SUB-TOTAL	\$	
			CA SALES TAX	\$	
			TOTAL BID	\$	

I, or we, will furnish and deliver the items shown above at the price indicated within _____ days of receipt of order. A discount of _____% will be allowed if paid on or before the _____ day following the date of invoice otherwise a Net30 will be applied.

All bids must be signed in the name of the bidder and must bear the original signature in longhand of the persons duly authorized to sign the bid. Obligations assumed by such signature must be fulfilled.

COMPANY	SIGNATURE OF AUTHORIZED REPRESENTATIVE	PRINT NAME
PHONE	EMAIL ADDRESS	DATE

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, at _____, ____.

_____ Signature	_____ Signature
Title _____	Title _____
Of _____	Of _____

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
JEFFREY R. EPP, City Attorney

By: _____

CITY OF ESCONDIDO GENERAL PROVISIONS

PLEASE READ CAREFULLY
THESE PROVISIONS ARE A PART OF YOUR BID AND CONTRACT

Pursuant to the Notice to Bidders advertised in the official City newspaper, the specification requirements and General Provisions are on file with the City, and are subject to all provisions of the Ordinances of the City of Escondido. The person signing the bid further warrants that this bid is genuine and non-collusive, or made in the interest of any person, firm or corporation. A non-collusion affidavit shall be properly completed and returned with the bid documents.

In submitting this bid, the bidder agrees that:

Bidder has carefully examined the specifications and all provisions relating to the items to be furnished, or the work to be done, and understands the meaning of the requirements, and agrees to the same.

Bidder will enter into a written contract and furnish the item(s) or complete the work in the time specified, and strictly conform to the City of Escondido specifications.

1. PRICES

All prices and notations must be in ink or typewritten. Changes or corrections may be crossed out, typed or written in ink, and must be initialed in ink by the person signing the bid. In the event of a conflict between bidder's unit price and extended price, the unit price will prevail.

2. SIGNATURE

All bids must be signed in the name of the bidder and must bear the original signature in longhand of the persons duly authorized to sign the bid. Obligations assumed by such signature must be fulfilled.

3. MODIFICATION OR WITHDRAWAL OF BIDS

Bids may be modified, corrected, or withdrawn PRIOR to the exact hour and date of the bid opening. Bid modifications, corrections, or withdrawals are not permitted AFTER the exact hour and date of the bid opening.

4. LATE BIDS

If bids are received after the exact hour and date of the bid opening, those late bids will be rejected and returned to the bidder unopened.

5. NO BIDS

If a no bid is submitted, the bid response should be clearly marked as "NO BID". If a bidder fails to respond to the bid, the Purchasing Supervisor reserves the right to delete the bidder from the City's vendor file.

6. EXPIRATION OF BID

All bids shall be considered as firm for a period of ninety (90) calendar days, commencing the day following the date of bid opening and expiring at midnight of the last day unless otherwise stated in the body of the solicitation.

7. FIRM PRICES AND PRICE ADJUSTMENTS

Prices bid shall be firm for ninety (90) days. In the event the specifications provide for escalation, the maximum limit shall be shown on the bid, or the bid shall not be considered. In the event of a decline in market price(s) below the bid price(s), the City of Escondido shall receive the benefit of such decline. Manufacturer's general price increases to the trade or industry may be passed on to the City. Prices bid shall be firm for first sixty (90) days on an annual agreement, with a thirty (30) day notification of any price increases thereafter. If any price increase occurs, there will be a one (1)

week, or one time, order protection provided at the last effective price. All price increases or notices must be in writing from not only the vendor but also the manufacturer. The City reserves the right NOT to accept the request.

8. AWARD OF CONTRACT

- a. Bids will be analyzed and the award made to the lowest and most responsive and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the City, price and other factors considered.
- b. The City reserves the right to reject any item or items therein, to waive any informalities technical defects and minor irregularities in bids received, and to select the bid(s) deemed most advantageous to the City. The City will, however, consider bids submitted on an "all or nothing" basis if the bid is clearly designated as such.
- c. The City reserves the right to award one or more contracts on the bids submitted whether by award of all items to one bidder or by award of separate items or groups of items to various bidders.
- d. Acceptance by the City of Escondido of the bid, proposal, or quote and the issuance of a purchase order to the successful bidder within the time specified shall be deemed to result in a binding contract without further action required by either party. Items are to be furnished as described in the bid and in strict conformity with all instructions, conditions, specifications, and drawings contained in the complete contract.

9. TERMINATION FOR CONVENIENCE

The Purchasing Supervisor, by thirty (30) day written notice, may terminate this contract in whole or in part when it is the best interest of the City. If this contract is for supplies and is so terminated, the bidder shall be compensated in accordance with any reasonable costs to the point of notification of termination, but shall not be compensated for lost profits. Should this contract be for services and is terminated, the City shall be liable only for payment in accordance with the payment provisions of this contract for the actual services rendered to the effective date of termination.

10. TERMINATION FOR DEFAULT

- a. The City of Escondido may by written notice of default to the successful bidder (subject to the provisions of paragraph (10c) below) terminate the whole or any part of this contract in any one of the two following circumstances:
 - (1) If the successful bidder fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
 - (2) If the successful bidder fails to perform any of the other provisions of this contract, or fails to make progress so as to endanger performance of this contract, and if the successful bidder does not cure such failure within a period of ten (10) calendar days, City may terminate this contract.
- b. In the event the City terminates this contract in whole or in part, as in paragraph (a), the City may procure, upon such terms and in such manner as the Purchasing Supervisor may deem appropriate, supplies and services similar to those so terminated. The successful bidder shall be liable to the City for any excess costs for such similar supplies or services provided. The successful bidder shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
- c. The successful bidder shall not be liable for any excess costs, if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the successful bidder or its agent. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the City in its sovereign or contractual capacity, fires, floods,

epidemics, quarantine restriction, strikes, freight embargoes, and unusually severe weather. However, in every case the failure to perform must be beyond the control and without the fault or negligence of the successful bidder.

11. BID PROTEST

Any bid protest for City purchases of supplies and equipment must be made in writing to the Purchasing Supervisor (5) five business days prior to the day of such matter comes before City Council for bid award. The Purchasing Supervisor will notify the City Council of the facts and circumstances regarding the bid protest. The City Council will hear and determine the bid protest prior to the bid award; and may continue the matter to obtain additional information as the City Council deems necessary, or may determine the final decision of the bid award.

12. ALTERNATIVE PROPOSALS

To be a responsive bidder, bidders must submit a bid that meets all specific bid requirements. Bidders may propose "equals" as provided for in accordance with item 13 of these General Provisions. Once bidders have proposed a product which is responsive to the specifications, bidders may thereafter include with their bid any additional proposals or alternative products which are not "equals" but bidder believes may meet or exceed City's requirements, and which offer City additional advantages or benefits based on the state of the art that were not contemplated by City when the requirements were prepared.

The City reserves the right to evaluate and accept or reject such alternatives, as though they were part of the original specifications, without advertising for further bids, or to re-advertise based on such proposed state of the art alternatives when in the best interest of the City. Any awards so made will be based on cost analysis considerations that result in the optimum economic advantage to the City.

13. BRAND NAME

Whenever a reference to a specific brand name is made in this Request for Bid, it is to be construed as a specification which describes a component that has been tested or evaluated by the City as best meeting the specific operational, design, performance, maintenance, quality or reliability standards as required by the City. An equivalent or "equal" may be offered by the bidder, subject to testing and evaluation at the option of the City prior to bid award.

The City reserves the sole right to reject a substituted component that will not fulfill the requirements. It shall be the sole responsibility of the bidder to provide at bidder's expense any product information, test data, and other information or documents the City may require to fully evaluate or demonstrate the acceptability of the offered substitute. Where appropriate, independent testing or evaluation at qualified test facilities, at bidder's expense, including destructive testing, may be required as a condition of acceptance.

14. ROYALTIES, LICENSES AND PATENTS

Unless otherwise specified, the successful bidder shall pay all royalties, license and patent fees. The successful bidder warrants the materials to be supplied do not infringe any patent, trademark or copyright. The successful bidder agrees to defend any and all suits, actions and claims for infringement that are brought against the City and to indemnify and hold harmless the City from all loss or damages whether general, exemplary or punitive, as a result of any claims against the City pursuant to the terms of this contract.

15. CONFIDENTIAL INFORMATION

Any information deemed confidential or proprietary should be clearly identified by the bidder as such. It will be protected and treated with confidentiality only to the extent permitted by California State Law considering public information. Otherwise, the information shall be considered a public record. Any data to be returned should be so marked and will be returned if not essential to the bid or contract record.

16. PURCHASE ORDER

All goods and services will be ordered by means of a purchase order. The City will NOT be responsible for articles or services furnished without a purchase order. All payments made pursuant to this contract are not assignable and shall only be made payable to the successful bidder.

17. BIDDER’S INVOICE

Invoices shall be prepared and submitted in duplicate to: City of Escondido, Accounts Payable, 201 N. Broadway, Escondido, CA 92025. Separate invoices are required for each purchase order. Invoices shall contain the following information: Purchase order number, item number, description of supplies or services, sizes, units of measure, quantities, unit prices and extended totals. All payments made pursuant to this contract are not assignable and shall only be made payable to the seller.

18. DELIVERY

- a. Bidder shall state delivery terms on the bid form unless already specified, in which case delivery shall be made within the time set forth. Where time is stated in a number of days, it shall be Monday through Friday excluding Saturdays.
- b. Bidder will not be held liable for failure to make delivery because of strikes, conscription of property, governmental regulations, acts of God, or any other cause beyond his control, provided a written extension of time is obtained from the Assistant Finance Director.
- c. All prices shall be FOB City of Escondido, Public Works Yard. Bids other than FOB City of Escondido, Public Works Yard shall be considered non-responsive and will be rejected. Prices shall include all freight, delivery and set-up charges.

19. LATE SHIPMENT

Bidder is responsible to notify the department receiving the items and the Purchasing Office of any late or delayed shipments. The City reserves the right to cancel all or any part of an order if the shipment is not made as promised.

20. LOST AND DAMAGED SHIPMENT

Risk of loss or damaged items prior to the time of their receipt and acceptance by the City is upon the Bidder. The City has no obligation to accept damaged shipments and reserves the right to return goods at the Bidder’s expense even if the damage was not apparent or discovered until after receipt of the items.

21. ATTORNEY FEES

In the event that the City should prevail in any litigation brought by either party to this bid to enforce any provisions of this bid, the successful bidder shall pay to the City the cost and attorney fees incurred pursuant to said litigation. This bid is governed by the laws of the State of California. Venue for all actions arising from this contract must be exclusively in the state or federal courts located in San Diego County, California.

22. HOLD HARMLESS

The successful bidder shall indemnify and hold harmless the City and its officers, employees and agents from all liability or claim of liability arising by reason of injury or damage to persons (including death) and or property occurring as a result of work done pursuant to the terms of this contract.

23. LIABILITY INSURANCE

The bidder will provide evidence of comprehensive general and automobile liability insurance as follows:

GL and Auto	\$1,000,000 Aggregate
Bodily Injury	\$1,000,000 Each Person
Property Damage	\$1,000,000 Each Accident

Workers' Compensation as required by statute

Bidder will see to it that the City is named as an ADDITIONAL INSURED ENDORSEMENT for the liability policies as required by this bid. Any liability insurance required by this bid shall be provided by an insurance company admitted in California with A.M. Best's rating of A-rated, class V carrier or better. If the insurance is written by a non-admitted company, the company must be acceptable to the Department of Insurance of the State of California. Such a company must submit a service of suit endorsement as well as an additional insured endorsement. A copy of each certificate of insurance and an additional insured endorsement for the liability policy are to be made available and kept on file in the Purchasing Department prior to the granting of notice to proceed. The certificates and endorsement must be in a form acceptable to the City Attorney. Bidder shall maintain the policy(ies) in full force and effect during the entire period of this bid.

24. CITY PROVISIONS TO PREVAIL

Except as specified in the specifications, the City's Standard General Provisions shall govern any contract award. Any standard terms and conditions of bidder shall not be acceptable to the City unless expressly assented to by the City by separate document. The City reserves the right to reject a bid containing unacceptable conditions as non-responsive as a condition of evaluation or award of the bid.

25. BUSINESS LICENSE

The successful bidder shall be required to obtain a City business license prior to the award of this contract.

26. ANTI-ASSIGNMENT CLAUSE

All payments made pursuant to this contract are not assignable and shall only be made payable to bidder.

27. E-VERIFY PARTICIPATION

Contractor/Consultant agrees to enroll in and begin use of the United States Department of Homeland Security's ("DHS") E-Verify program ("E-Verify") within thirty (30) days of the execution of this Agreement to confirm employment eligibility of all of Contractor's/Consultant's potential new hires. Contractor/Consultant agrees and understands that E-Verify enrollment requires Contractor/Consultant to sign a Memorandum of Understanding ("MOU") with DHS which provides the E-Verify terms of use. Any violation of the MOU by Contractor/Consultant is grounds for DHS' termination of Contractor's/Consultant's participation in the E-Verify program.

28. PUBLIC AGENCY CLAUSE

It is intended+ that any other public agency (e.g., city, district, public authority, public agency, municipal utility and other political subdivision or public corporation of California) located in the State of California shall have the option to participate in any award made as a result of this solicitation. The City shall incur no financial responsibility in connection with purchases made by another public agency. The public agency shall accept sole responsibility for placing orders or payments to the successful bidder. This option shall not be considered in bid evaluation. Indicate below whether said option is or is not granted.

YES

NO