

City of Prescott

**Invitation for Bids
for
Radio Read Water Meters**

Standard Specifications and Bid Documents



SOLICITATION NUMBER: 09-2-817-714

**BID OPENING: July 02, 2009 at 2:00 PM
City of Prescott Council Chambers
201 South Cortez Street
Prescott, Arizona**

**PREPARED BY: City of Prescott Public Works
Utilities Operations Division
433 N. Virginia Street
Prescott, Arizona**

June 2009

City of Prescott
Purchasing Services
216 S. Marina Street, Suite 202
Prescott, AZ 86303-3929

Bid
Radio Read Water Meters

The City of Prescott is soliciting bids for the purchase of Radio Read Water Meters. Sealed Bids [one (1) original and two (2) copies] shall be opened on Thursday, July 2, 2009 at the time and place indicated in Section 2.2.

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1.0 Solicitation Specifications/Scope of Work

1.1 Introduction

The City of Prescott currently has a water utility base of approximately 22,300 accounts. Approximately 6,000 accounts have been converted to radio read meters. The rest of the accounts are manually read meters utilizing hand held units. The City plans to retrofit these existing accounts and to install radio read meters in new housing subdivisions as they are developed.

The meters will be purchased for change out over a three fiscal year period (FY10, FY11, and FY12). A City of Prescott fiscal year runs from July 1st thru June 30th (i.e. July 1, 2009 thru June 30, 2010 equals FY10). The implementation of the change out program will occur by meter reading routes.

The quantities shown are intended to assist the Bidder in determining approximate quantities required for this bid. These figures should not be used as a final determinate in establishing exact quantities. No guarantee of quantities is intended, either expressed or implied. Nominal quantities are sometimes requested in order to establish unit prices that are firm for the purchasing period for items that may not be required during the purchasing period.

In order to qualify under these specifications, the make, model and radio frequency technology of the meter being offered must have been field proven for a minimum of three (3) years. Register shall read in gallons. Registers with oil or liquid fill are not acceptable under these specifications. The City of Prescott is currently utilizing ITRON M.V.R.S. 7.10 Software, and the meters offered shall be compatible with this software.

1.2 General Specifications

Meters shall be provided with an ITRON 60W-2 ERT module. All meters registers will be an absolute encoder design and have glass lens and copper or stainless steel case. All register must have a lid with meter serial number matching the receipt of the end user. A printed removable sticker with meter number is also to be provided for each meter.

The ITRON Pit module and absolute encoder register will be pre-wired with an Itron In-Line Connector. The Itron ROCL program will consist of the unique utility ID number.

1.3 Meter Sizes 5/8" x 3/4" to 2" Specifications

TYPE: Magnetic Drive, Sealed Register, Positive Displacement, Oscillating Piston/Nutating Disc/or equivalent.

SIZE: Shall conform to the most recently revised American Water Works Standard C-700 as most recently revised.

LENGTH: Shall conform to a minimum of the American Water Works Standard C-700 as most recently revised.

REPAIRABLE METER ACCURACY: Shall conform to a minimum of the American Water Works Standard contained in their M-6 manual for repairable water meter accuracy for each size meter offered.

CASES: All meters shall have a non-corrosive Water Works Bronze (minimum 75% copper content) outer case with a separate measuring chamber which can easily be removed from the case. All meters shall have cast on them, in raised characters, the size and direction of flow through the meter. Breakable bottom plates shall be of cast iron or a copper alloy containing a minimum of 75 percent copper. Cast iron bottom plates shall be treated with baked enamel, to an extent adequate to protect the cast iron from corrosion and will be provided with a plastic liner. The plastic liner shall not prevent the bottom plate from breaking as designed. 1½" and 2" meters shall be the split case type with bronze lower and upper shell assemblies. All main cases shall be guaranteed against defects in materials and workmanship for twenty-five (25) years from date of shipment. The manufacturer's serial number shall be permanently affixed to the main case to aid in identification.

EXTERNAL BOLTS AND WASHERS: All external bolts and washers shall be of corrosion resistant material and shall be easily removed from the main case. All threaded main case bolt holes must be covered to aid in removal of the bolts for repair.

MEASURING CHAMBER: The measuring chamber shall be of Water Works Bronze (minimum 85% copper content) or a suitable synthetic polymer and shall not be cast as part of the main case. All piston or disc assemblies shall be the same size. The measuring chamber shall be held in place without the use of fasteners. The measuring chamber mechanism shall operate against a replaceable design allowing for repair to AWWA standards.

MAGNETIC COUPLING: The motion of the mechanism shall be transmitted to the sealed register through the use of a direct magnetic drive without any intermediate coupling.

STRAINERS: All meters shall be provided with a corrosion resistant strainer which can easily be removed from the meter without the meter being disconnected from the pipeline.

CHANGE GEARS: Change gears will not be allowed to calibrate the meter. All registers of a particular registration and meter size shall be compatible and completely interchangeable. If improved registers become available they shall be completely interchangeable. It will be the City's option to accept or reject.

ACCURACY AND HEADLOSS TESTS: Meters shall conform to minimum of the current AWWA C-700 as most recently revised.

PRESSURE CAPABILITY: Meters shall operate up to a working pressure of 150 pounds per square inch, without leakage or damage to any parts. The accuracy shall not be affected when operating at this pressure due to possible distortion. Accuracy shall not be affected by variations in pressure up to 150 psi.

PERFORMANCE WARRANTIES: In evaluating bid submittal, warranty coverage will be considered. All bidders are required to submit their most current nationally published warranty statements for water meters in sizes 5/8" to 2".

1.4 Registers with Automated Meter Read Pit Devices

Registers shall comply with American Water Works Association Standard C707 and shall be electronic digital encoder or mechanical encoder registers, with a permanent "potted" wire connection for Itron Encoder-Receiver-Transmitter (ERT) unit. Meters intended for pit installation shall be factory wired and potted to a wiring harness attached to a water-tight in-line connector approved by Itron. Only meter brands and models with registers certified or approved by Itron, Inc., as compatible with its ERT's shall be acceptable. If the encoder registers require programming to properly operate with the Itron remove and pit ERT's, each register shall be delivered pre-programmed to provide electronic readings for a minimum of six (6) wheels as appropriate for the brand of meter. Register must be compatible with Itron ERT's using standard Itron ROCL's. Prescott Water will not accept registers which require retrofit wiring.

Registers shall be straight reading, magnetic drive, U.S. gallons, permanently sealed and protected from the environment or tampering by a formed joint that can be unsealed only by destroying one or more of the components forming the joint. Registers shall comply with American Water Works Association Standard C700, Table 4. Number wheels or stationary zeros used for billing purposes (1,000 gallons and up) shall be white numbers with black background. The register will be equipped with a test hand and test index circle or test hand and graduated test number wheel. The register shall have a low flow indicator for leak detection.

Register boxes shall be equipped with a register cap and shall completely cover the register lens. The register cap shall be capable of being moved to another register to preserve a match between the stamped meter numbers on the register and on the meter main case. The register box shall attach to the outer case of the meter with an interior or exterior locking device.

1.5 Implementation and Training

The City of Prescott wants to protect its current AMR investment and requires that all Itron 60 W ERT's and associated data collection equipment be supported by a factory authorized distributor for the State of Arizona with no less than three years experience. The factory authorized support personnel shall reside in Arizona with the ability to respond within 24 hours.

Meter serial numbers must be consecutive for the entire order. ERT's must be programmed for the City of Prescott. Orders must be stacked in consecutive order to the outside of the pallet so as to be easily read.

1.6 Meter Performance Standards

A. 5/8" x 3/4" Positive Displacement

- (1) Maximum intermittent flow shall be 25 gallons per minute (g.p.m.).
- (2) Highest sustained flow shall be 15 gallons per minute (g.p.m.).
- (3) Low flow shall measure 1/4 g.p.m. at 95% accuracy.
- (4) The meter shall meet New Meter Accuracy for at least the first 3,600,000 gallons of water registered by the meter registers.
- (5) The water meter register shall be warranted for a minimum of twenty-five (25) years.
- (6) The water meter main case shall be warranted for a minimum of twenty-five (25) years.

B. 1" Positive Displacement

- (1) Maximum intermittent flow shall be 70 gallons per minute (g.p.m.).
- (2) Highest sustained flow shall be 50 gallons per minute (g.p.m.).
- (3) Low flow shall measure 3/4 g.p.m. at 95% accuracy.
- (4) The meter shall meet New Meter Accuracy for at least the first 3,600,000 gallons of water registered by the meter registers.
- (5) The water meter register shall be warranted for a minimum of twenty-five (25) years.
- (6) The water meter main case shall be warranted for a minimum of twenty-five (25) years.

C. 1 1/2" Positive Displacement

- (1) Maximum intermittent flow shall be 120 gallons per minute (g.p.m.).
- (2) Highest sustained flow shall be 80 gallons per minute (g.p.m.).
- (3) Low flow shall measure 1 1/4 g.p.m. at 95% accuracy.
- (4) The meter shall meet New Meter Accuracy for at least the first 3,600,000 gallons of water registered by the meter registers.
- (5) The water meter register shall be warranted for a minimum of twenty-five (25) years.
- (6) The water meter main case shall be warranted for a minimum of twenty-five (25) years.

D. 2" Positive Displacement

- (1) Maximum intermittent flow shall be 170 gallons per minute (g.p.m.).
- (2) Highest sustained flow shall be 100 gallons per minute (g.p.m.).
- (3) Low flow shall measure 1 1/2 g.p.m. at 95% accuracy.
- (4) The meter shall meet New Meter Accuracy for at least the first 3,600,000 gallons of water registered by the meter registers.
- (5) The water meter register shall be warranted for a minimum of twenty-five (25) years.
- (6) The water meter main case shall be warranted for a minimum of twenty-five (25) years.

1.7 ERT Warranty

Notwithstanding the warranty terms set forth in the "General Conditions", paragraph number 3, the Bidder warrants the batteries purchased hereunder shall, at the time of acceptance of said property by the City of Prescott, and for a period of ten (10) years after installation will be free of all defects in workmanship, material or installation. The Bidder further warrants in the event said defects are discovered within ten (10) years after installation, the Bidder, upon written notice, shall correct such defect(s) within a reasonable period of time or the City of Prescott, at its option, will have the right to return the property to the Bidder at Bidder's expense and receive a refund of the entire purchase price for the defective property.

1.8 Testing Data

Testing data shall be included on each water meter to include test date and meter accuracy test results at low, medium and high flows in gallons per minute.

1.9 Meter Evaluations

The following elements shall be used for evaluation:

- (1) Overall meter construction, including weight, tamper proofing, register, bottom plate and bolts, and meter operational performance with respect to head loss, nutations, oscillations, and accuracy standards.
- (2) Manufacturer's national warranty and written meter performance guarantee to include defects, housing, registers, and accuracy guarantee.
- (3) Manufacturer's unit price for replacement parts.

Proposal submissions will be independently evaluated by each member of an evaluation committee in accordance with the following criteria:

- Cost – including maintenance/trade-in/life cycle
- Functional specifications
- Warranty and guarantee
- References
- Parts pricing and availability
- Local sales presence

Only the contents of each proposal will be evaluated and scored by each member of the evaluation committee. All evaluation scores for each proposal will be averaged and ranked for final review by the committee. At that time, the City may request a formal presentation from the highest ranked Proposer(s) before a final recommendation is made.

Proposer may be asked to submit one sample meter, in each size proposed, for evaluation purposes. Sample meters will be tested and returned upon bid award(s).

2.0 Solicitation Process Requirements

2.1 Proposal Attachments: At a minimum, the following information must be included in your proposal:

- A. Proposer shall define the capability of his organization to meet the intended objectives of this RFP. The responses should be specific and complete in detail.
- B. Information on register and measuring chamber exchange programs, including prices and conditions.
- C. Warranty submissions. Submissions that are other than the national published warranty must be signed by the manufacturers Chief Executive Officer (CEO) to be accepted.

2.2 Proposal Evaluation: The following elements shall be used for evaluation:

- A. Overall meter construction, including weight, tamper proofing, register, bottom plate and bolts, ability to retrofit for remote meter reading and meter operational performance with respect to head loss, nutations, oscillations, and accuracy standards.
- B. Manufacturer's national warranty and written meter performance guarantee to include defects, housing, registers, and accuracy guarantee.
- C. Manufacturer's unit price for replacement parts.
- D. Presence of local sales representative, manufacturer's offer of long term meter maintenance, exchange program, and customer reference responses.

2.3 Proposal Format: Proposals shall include:

- A. Current product literature which details a complete description of each meter proposed. It must include detailed physical, construction, performance, and warranty information, suitable for evaluation purposes.

B. Customer reference listing. List should include a minimum of six (6) utility type organizations using the same cold water type meters proposed and operating for a minimum of five (5) years. At least three (3) of the references must have a minimum of 15,000 water customer accounts.

2.4 Communications with the City: All communications regarding this solicitation must be directed in writing to the Purchasing Division. Unless authorized by the Purchasing Manager, no other City official or employee is empowered to speak for the City with respect to this solicitation. Bidders are advised that the City shall not be bound by information, clarifications, or interpretations from other City officials or employees. Bidders are cautioned against contacting any City official or employee other than the Buyer for this solicitation. Failure to observe this requirement may be grounds for rejection of Bidder's bid. The City's buyer for this solicitation is:

Dawn M. Foster, Purchasing Manager
City of Prescott
Purchasing Services Division
Fax: 928-777-1234
E-mail: purchasing@cityofprescott.net

2.5 Schedule

2.5.1 **Solicitation Advertisement**

Sunday, June 14, 2009

2.5.2 **Deadline for Questions and Requests for Addenda**

Thursday, June 25, 2009 COB

2.5.3 **Deadline for Issuance of Addenda via fax or e-mail**

Friday, June 26, 2009, 2006 COB

2.5.4 **Bids Due [one (1) original and two (2) copies]**

Thursday, July 2, 2009 at 2:00 pm

Purchasing Manager, City Hall
201 S. Cortez Street
Prescott, AZ 86302

2.5.5 **Bid Opening**

Thursday, July 2, 2009 at 2:00 pm

City of Prescott
City Council Chambers
201 S. Cortez Street
Prescott, AZ 86302

2.6 Questions and Requests for Addenda

Bidders who have questions about or suggestions for changes to this solicitation may direct them to the City's Buyer in writing by fax or email. Questions and requests for addenda must be received by the City's Buyer no later than the date and time listed in Section 2.2. Questions received after this time will not be considered or answered. Failure by a Bidder to request clarification of any inadequacy, omission or conflict shall not relieve the Bidder of the responsibility of being in compliance with the solicitation.

2.7 City Answers and Addenda

Changes to this solicitation will be made only by addenda issued by the City's Buyer and posted to the City website at www.prescott-az.gov/business/bids . It is the bidders responsibility to check the website for any addenda prior to submitting a bid. All addenda issued by the City shall become a part of the specifications of this solicitation, and will be made part of the resulting agreement.

2.8 Proprietary Material

A Bidder shall clearly mark any proprietary information contained in its bid with the words "proprietary information." Bidder shall not mark any Solicitation Form as proprietary. Marking all or

nearly all of a bid as proprietary may result in rejection of the bid. Bidders should be aware that the City is required by law to make its records available for public inspection. The Bidder, by submission of materials marked proprietary, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Bidder in the event that the City must legally disclose these materials.

2.9 Multiple Bids

A Bidder may submit multiple bids for any solicitation however, each bid must be submitted separately (in its own complete package) from the others.

2.10 Delivery of Bids

Sealed bids [one (1) original and two (2) copies] must be received at City Hall, to Purchasing Manager no later than the date and time listed in Section 2.2. The bids will be opened and read publicly in the Council Chambers at that time.

If the bid is delivered by the U.S. Postal Service, the bid should be addressed to:

Dawn Foster, Purchasing Manager
City of Prescott

PO Box 2059
Prescott, AZ 86302

If the bid is delivered by an entity other than the U.S. Postal Service, the bid should be addressed to:

Dawn Foster, Purchasing Manager
City of Prescott

201 S. Cortez Street
Prescott, AZ 86303

Bidder shall enclose bid [one (1) original and two (2) copies] in a sealed envelope. The envelope should identify the Bidder's name, mailing address, Solicitation # (09-2-817-714) and Title (Radio Read Water Meters), and the time and date of opening. The City shall not consider late bids, telegraphic (fax) or telephone bids. Bidder is solely responsible for ensuring that bids are delivered on time. Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the deadline for receipt of bids. Bids received after the deadline will be returned unopened.

2.11 Cost of Bids

The City shall not be liable for any costs incurred by Bidder in the preparation and submittal of a bid(s) in response to the solicitation or in the participation of any part of the acquisition process.

2.12 Errors in Bids

Bidder is responsible for all errors or omission in their bids, and any such errors or omission will not serve to diminish their obligations to the City.

2.13 Withdrawal of Bids

A bid may be withdrawn by written request of the Bidder prior to the bid due date and time listed in Section 2.2. No bid may be withdrawn for a period of 120 calendar days after the bid due date and time.

2.14 Changes in Bids

Prior to the bid due date and time listed in Section 2.2, a Bidder may make changes to its bid provided the change is initialed and dated by the Bidder. Corrections and/or modifications received after the closing time specified will not be accepted.

2.15 Rejection of Bids

The City reserves the right to reject any and all bids and to waive any immaterial defects and irregularities in bids.

2.16 Disposition of Bids

All materials submitted in response to the solicitation, including samples, shall become the property of the City upon delivery to the City.

2.17 Incorporation of Solicitation and Response in Agreement

This solicitation, including all attachments and addenda, and all promises, warranties, commitments and representations in the successful bid shall be binding and shall become obligations of the agreement.

2.18 Protests

Any protest of a notice that a bid is non-responsive must be filed by 5:00 p.m. on the third business day after such notification. All such protests shall be in writing, contain a complete statement of the grounds for protest, and be filed with the Purchasing Manager, PO Box 2059, Prescott, AZ 86302, FAX 928-777-1234. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the Apparent Successful Bidder(s). The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other bidder.

2.19 Bid Submittal

Bid [one (1) original and two (2) copies] must be sealed and the envelope must clearly indicate the information as described in Section 2.9. Bidder must fully complete and submit the following documents:

- Bid Form A – Bidder Response Cover Sheet
- Bid Form B – Price Sheet
- Bid Form C – Bid Certification
- Bid Form D – Non-Collusion Certificate

3.0 General Bid Terms and Conditions

- 3.1. **Entire Agreement:** This Bid, including all attachments referenced herein, constitutes the entire agreement between the City and the Vendor. The City's Invitation for Bid (IFB), all addenda to the IFB, and the Vendor's response to the IFB are explicitly included in this Bid. Where there is any conflict among or between any of these documents, the controlling document shall be the first listed in the following sequence: the most recently issued Bid amendment; the Bid; the most recently issued addendum to the City's IFB; the City's IFB; and the Vendor's response to the IFB.
- 3.2. **Term:** The term of this Bid shall commence on the date the City's Purchasing Agent signs the same and shall expire as stated within the Bid.
- 3.3. **Freight:** Prices include freight prepaid and allowed. The Vendor assumes the risk of every increase, and receives the benefit of every decrease, in delivery rates and charges.
- 3.4. **Title:** Prices are F.O.B. destination. Title to items and risk of loss remain with Vendor until City receives items at the delivery point.
- 3.5. **Overages/Undergoes:** Shipments shall correspond with the Bid; any unauthorized advance or excess shipment is returnable at Vendor's expense.

- 3.6. **Schedule:** Unless the City's Purchasing Agent requests a change in schedule, the Vendor shall deliver the items or render the services as stated in the Bid. At the City's option, the Vendor's failure to timely deliver or perform may require expedited shipping at the Vendor's expense, or may be cause for termination of the Bid and the return of all or part of the items at the Vendor's expense. If the Vendor anticipates difficulty in meeting the schedule, the Vendor shall promptly notify the City's Purchasing Agent of such difficulty and the length of the anticipated delay.
- 3.7. **Payment:** Invoices will be paid according to early payment discount terms, or if no early payment discount is offered, thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from either the date of delivery of all goods ordered, the completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the Bid. No payment shall be due prior to the City's receipt and acceptance of the items identified in the invoice therefore.
- 3.8. **Unlawful Overcharges:** The Vendor assigns to the City all claims for anti-trust violations and overcharges relating to items purchased by the City.
- 3.9. **Price Warranty:** The Vendor warrants that the prices for the items sold to the City hereunder are not less favorable than those currently extended to any other customer for the same or similar items in similar quantities. The Vendor warrants that prices shown on this Bid are complete, and that no additional charge of any type shall be added without the City's express written consent.
- 3.10. **Warranties:** The Vendor warrants that all goods are merchantable, fit for the City's intended use; all goods comply with all applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied.
- 3.11. **Publicity:** The Vendor shall not advertise or publish the fact that the City has contracted to purchase items from the Vendor without the City's prior written approval.
- 3.12. **Proprietary and Confidential Information:** The Vendor acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions. City staff believe that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings or formulas. The Vendor, by submission of materials marked proprietary and confidential, nevertheless acknowledges and agrees that the City will have no obligation or any liability to the Vendor in the event that the City must disclose these materials by law.
- 3.13. **Indemnification:** To the extent permitted by law, the Vendor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, arising out of the work performed or goods provided under this Bid, or the Vendor's violation of any law, ordinance or regulation, except for damages resulting from the sole negligence of the City.
- 3.14. **Compliance with Law:** The Vendor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Arizona; the Charter, Municipal Code, and ordinances of The City of Prescott; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
- 3.15. **Taxes:** The Vendor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Bid; taxes levied on its property, equipment and improvements; and taxes on the Vendor's interest in this Bid.
- 3.16. **Adjustments:** The City's Purchasing Agent at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Vendor may accommodate without substantial additional expense to the City.
- 3.17. **Amendments:** Except for adjustments authorized above, modifications or amendments to the Bid may only be made by a change order or by written document signed by or for both parties. Unless Vendor is otherwise notified, the City's Purchasing Agent shall be the City's authorized agent.

3.18. Assignment: Neither party shall assign any right or interest nor delegate any obligation owed without the written consent of the other, except Vendor may assign the proceeds of this Bid for the benefit of creditors upon 21 days advance written notice to the City.

3.19. Termination:

A. For Cause: Either party may terminate this Bid in the event the other fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party.

B. For Reasons Beyond Reasonable Control of a Party: Either party may terminate this Bid without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

C. Notice: Notice of termination shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.

4.0 Standard Bid Information

4.1. Default by Bidder: In case of default by the bidder, the City of Prescott may procure the items or service from other sources and may deduct from any monies due or that may thereafter become due to the bidder the difference between the price named in the Bid or purchase order and the actual cost thereof to the City of Prescott. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.

4.2. Warranty: Manufacturer's warranties shall remain in effect. All equipment purchased shall be purchased from one (1) vendor. That one vendor shall be fully responsible for all warranty performance relating to any part of component of the purchased equipment. The vendor's responsibility shall include all warranty involving sub-contractors. The vendor shall supply a warranty on all parts and workmanship from the initial delivery date. The vendor shall guarantee further that the equipment to be supplied complies with all applicable regulations.

4.3. Litigation: The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. Neither party shall be entitled to an award of attorneys' fees, either pursuant to the Bid or another other state or federal statute.

4.4. Cooperative Use of Bid: This Bid may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

4.5. Brand Names: Brand names are only used for reference to indicate character or quality desired unless otherwise indicated.

5.0 Instructions for Submittal Forms

5.1. Form A - Solicitation Response Cover Sheet: Bidder shall complete, sign, and submit Form A as the first page of the bid package.

5.2. Form B - Price Sheet: Bidder shall complete, sign, and submit Form B.

5.3. Form C - Bid Certification: Bidder shall complete, sign, and submit Form C.

5.4. Form D - Non-Collusion Certificate: Bidder shall complete, sign, and submit Form D.

Form A – Solicitation Response Cover Sheet

**City of Prescott
Solicitation Response**

Solicitation Number: 09-2-817-714

Description: Radio Read Meters

Please note all that apply:

- Total Price for Fiscal Year 2010.....\$ _____
- Total Price for Fiscal Year 2011.....\$ _____
- Total Price for Fiscal Year 2012.....\$ _____
- Addenda Number(s) Received (if any) _____
- Original Forms A through D plus two (2) photocopies

Business Name: _____

Business Address: _____

Business Phone: (_____) _____

Business Contact: _____

Supplier Comments: _____

Form B – Price Sheet

Estimated Number of Meters for Fiscal Years 2010:

<u>Item</u>	<u>Quantity</u>		
5/8 x 3/4 inch Meter with ERT module	7,500 each	Unit Price	\$ _____
		Total Unit Bid Price	\$ _____
1 inch Meter with ERT module	500 each	Unit Price	\$ _____
		Total Unit Bid Price	\$ _____
1½ inch Meter with ERT module	50 each	Unit Price	\$ _____
		Total Unit Bid Price	\$ _____
2 inch Meter with ERT module	100 each	Unit Price	\$ _____
		Total Unit Bid Price	\$ _____
		Subtotal	\$ _____
		Tax	\$ _____
		Total	\$ _____

Estimated Number of Meters for Fiscal Years 2011:

5/8 x 3/4 inch Meter with ERT module	4,400 each	Unit Price	\$ _____
		Total Unit Bid Price	\$ _____
1 inch Meter with ERT module	500 each	Unit Price	\$ _____
		Total Unit Bid Price	\$ _____
1½ inch Meter with ERT module	25 each	Unit Price	\$ _____
		Total Unit Bid Price	\$ _____
2 inch Meter with ERT module	50 each	Unit Price	\$ _____
		Total Unit Bid Price	\$ _____
		Subtotal	\$ _____
		Tax	\$ _____
		Total	\$ _____

Form B – Price Sheet (Continued)

Estimated Number of Meters for Fiscal Years 2012:

<u>Item</u>	<u>Quantity</u>		
5/8 x 3/4 inch Meter with ERT module	4,400 each	Unit Price	\$ _____
		Total Unit Bid Price	\$ _____
1 inch Meter with ERT module	500 each	Unit Price	\$ _____
		Total Unit Bid Price	\$ _____
1½ inch Meter with ERT module	25 each	Unit Price	\$ _____
		Total Unit Bid Price	\$ _____
2 inch Meter with ERT module	50 each	Unit Price	\$ _____
		Total Unit Bid Price	\$ _____
		Subtotal	\$ _____
		Tax	\$ _____
		Total	\$ _____

Delivery after receiving individual orders: _____ days (not to exceed 30 days)

Payment Terms: _____

Company

Name (Printed)

Signature

Title

Dated this _____ day of _____ 2009

Form C – Bid Certification

Bidder: _____

The Bidder hereby certifies the following:

C.1 That he/she has read The City of Prescott's solicitation documents, its appendices and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Addendum	Issue Date
_____	_____
_____	_____

C.2 That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

C.3 All specifications and requirements of this IFB have been met. Yes _____ No _____

Exceptions: _____

C.4 That the Bidder's bid consists of the following:

1. Form A – Solicitation response package cover sheet
2. Form B – Price Sheet
3. Form C – Bid Certification
4. Form D – Non-Collusion Certificate

C.5 That the Bidder's bid is valid for 120 days.

Company

Signature

Title

Dated this _____ **day of** _____ **2009.**

Form D – Non-Collusion Certificate

Bidder Name: _____

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership or corporation herein, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in the preparation and submission of a bid to The City of Prescott for consideration in the award of this solicitation.

Company

Signature

Title

Dated this _____ **day of** _____ **2009.**